Kenosha County

## COUNTY BOARD OF SUPERVISORS

## NOTICE OF MEETING

NOTE: UNDER THE KENOSHA COUNTY BOARD OF RULES OF PROCEDURE ANY REPORT, RESOLUTION, ORDINANCE OR MOTION APPEARING ON THIS AGENDA MAY BE AMENDED, WITHDRAWN, REMOVED FROM THE TABLE, RECONSIDERED OR RESCINDED IN WHOLE OR IN PART AT THIS OR AT FUTURE MEETINGS. NOTICE OF SUCH MOTIONS TO RECONSIDER OR RESCIND AT FUTURE MEETINGS SHALL BE GIVEN IN ACCORDANCE WITH SEC. 210(2) OF THE COUNTY BOARD RULES. FURTHERMORE, ANY MATTER DEEMED BY A MAJORITY OF THE BOARD TO BE GERMANE TO AN AGENDA ITEM MAY BE REFERRED TO THE PROPER COMMITTEE. ANY ITEM SCHEDULED FOR THE FIRST OF TWO READINGS IS SUBJECT TO A MOTION TO SUSPEND THE RULES IN ORDER TO PROCEED DIRECTLY TO DEBATE AND VOTE. ANY PERSON WHO DESIRES THE PRIVILEGE OF THE FLOOR PRIOR TO AN AGENDA ITEM BEING DISCUSSED SHOULD REQUEST A COUNTY BOARD SUPERVISOR TO CALL SUCH REQUEST TO THE ATTENTION OF THE BOARD CHAIRMAN.

**NOTICE IS HEREBY GIVEN** the **Regular County Board Meeting** of the Kenosha County Board of Supervisors will be held on **Tuesday, the 16th of January, 2024 at 7:30 P.M.**, in the County Board Room located in the Kenosha County Administration Building, 1010 56th St, Kenosha, WI. The following will be the agenda for said meeting:

A. Call To Order By Chairman Nudo

B. Pledge Of Allegiance

C. Roll Call Of Supervisors

D. Citizen Comments

Documents:

GUIDELINES FOR CITIZEN COMMENTS FOR COUNTY BOARD AND COMMITTEE MEETINGS.PDF

E. Announcements Of The Chairperson

F. Supervisor Reports

G. COUNTY EXECUTIVE APPOINTMENTS

28. Harry Laws To Serve On The Board Of Health

Documents:

HARRY LAWS - BOARD PACKET 2023.PDF

29. Julia Robinson To Serve On The Board Of Health

29. Julia Robinson To Serve On The Board Of Health

Documents:

JULIA ROBINSON - BOARD PACKET 2023.PDF

30. Kayla Hove To Serve On The Board Of Health

Documents:

KAYLA HOVE - BOARD PACKET 2023.PDF

31. Kenny Harper To Serve On The Board Of Health

Documents:

KENNY HARPER - BOARD PACKET 2024.PDF

32. Barbara Wisnefski To Serve On The Brookside Board Of Trustees

Documents:

BARBARA WISNEFSKI - BOARD PACKET 2024.PDF

33. Aaron Strom To Serve On The Local Emergency Planning Committee

Documents:

AARON STROM - 2024 BOARD PACKET.PDF

34. Carson Wilkinson To Serve On The Local Emergency Planning Committee

Documents:

CARSON WILKINSON - 2024 BOARD PACKET.PDF

35. Joseph Labatore To Serve On The Traffic Safety Commission

Documents:

JOE LABATORE - BOARD PACKET 2024.PDF

36. Michael Bastianelli To Serve As Chief Information Officer, Division Of Information Technology

Documents:

MICHAEL BASTIANELLI - 2024 BOARD PACKET.PDF

37. Cathi McCutchan To Serve On The Commission On Aging And Disability Services

Documents:

CATHI MCCUTCHAN - BOARD PACKET 2024.PDF

H. OLD BUSINESS

Resolution - One Reading

73. From The Legislative And Finance & Administration Committees - A Resolution In Support Of An Intergovernmental Agreement Pertaining To The Application By The Menominee Indian Tribe Of Wisconsin To The Bureau Of Indian Affairs To Place Approximately 59.19 Acres Located In The City And County Of Kenosha In Trust For The Menominee Indian Tribe Of Wisconsin For The Purpose Of Conducting Class III And Class II Gaming

Documents:

24-1-11 FINAL IGA W RESOLUTION.PDF

I. NEW BUSINESS

Resolution - One Reading

77. From The Judiciary & Law Enforcement Committee - A Resolution To Approve The Probationary Cabaret License - Wilmot Mountain Fox River Road Wilmot Wi 53192 (Town Of Randall)

Documents:

PROBATIONARY CABARET LICENSE WILMOT MOUNTAIN.PDF

78. From The Human Services Committee - A Resolution To Approve The Appointment Of Lori Plahmer To Serve As The Director Of Division Of Health Services

Documents:

LORI PLAHMER - BOARD PACKET 2023.PDF

79. From The Human Services Committee - A Resolution To Approve The Reappointment Of Eula Payne-Williams To Serve On The Commission Of Aging And Disability Services

Documents:

PAYNE WILLIAMS COADS.PDF

80. From The Human Services Committee - A Resolution To Approve The Reappointment Of Jim Schmidt To Serve On The Veterans Service Commission

Documents:

SCHMIDT VETS COMMISSION.PDF

81. From The Human Services Committee - A Resolution To Approve The Appointment Of Jennifer Blasi To Serve As The Director Of Veterans Services

Documents:

JENNIFER BLASI - BOARD PACKET 2023.PDF

82. From The Public Works & Facilities And Finance & Administration Committees A Resolution Authorizing Sale Of A Highway F Project Remnant

Documents:

RESOLUTION AUTHORIZING A TRANSFER OF A REMNANT FROM THE CTH F PROJECT.PDF

83. From The Public Works & Facilities And Finance & Administration Committees - A Resolution Authorizing The Acceptance And Expenditure Of Funds From CCM – Sommerville, LLC For The Acquisition Of Right- Of- Way And Highway Improvements At The Intersection Of CTH E And CTH EA

Documents:

RESOLUTION AUTHORIZING THE ACCEPTANCE OF FUNDS FROM CCM-SOMERVILLE.PDF
SOMERVILLE PLAT MAPS.PDF

84. From The Public Works & Facilities And Finance & Administration Committees - A Resolution To Approve The Formation Of A Focus Committee To Provide Input In The Development Of Kenosha County Comprehensive Safety Action Plan

Documents:

RESOLUTION TO APPROVE THE FORMATION OF A FOCUS COMMITTEE FOR THE DEV OF KC COMPREHENSIVE SAFETY ACTION PLAN.PDF

85. From The Finance & Administration Committee - A Resolution To Approve Kenosha County's Intent And Agreement To Self-Insure For Workers Compensation

Documents:

RESOLUTION TO APPROVE KENOSHA COUNTYS INTENT AND AGREEMENT TO SELF-INSURE FOR WORKERS COMPENSATION.PDF

86. From The Judiciary & Law Enforcement Committee - A Resolution To Adopt The 2023-2028 Kenosha County Hazard Mitigation Plan

Documents:

RESOLUTION TO ADOPT 2023-2028 KENOSHA COUNTY HAZARD MITIGATION PLAN.PDF

The Following Communications Have Been Referred, But Have Not Been Heard By Committee But Will Have A Motion To Suspend The Rules To Approve The Resolutions At This Meeting

54/R87. Communication From Vice Chair Decker - A Resolution Recognizing January 2024 As "Human Trafficking And Modern Slavery Prevention Month"

Documents:

23-11-1 COMMUNICATIONS FORM DECKER HUMAN TRAFFICKING PREVENTION MONTH RESOLUTION.PDF

59/R88. Communication From Vice Chair Decker, Supervisors Nedweski And Rodriguez - A Resolution Recognizing February 2024 As "Black History Month"

Documents:

23-11-15 COMMUNICATIONS FORM RE DECKER BLACK HISTORY

23-11-15 COMMUNICATIONS FORM RE DECKER BLACK HISTORY MONTH RESOLUTION.PDF

Ordinance - One Reading

8. From The Planning, Development & Extension Education Committee An Ordinance Regarding Benedict Shores LLC (Owner), David Banas (Agent), Requests A Rezoning From From A-1 Agricultural Preservation Dist., A-2 General Agricultural Dist. & C-1 Lowland Resource Conservancy Dist. To A-2 General Agricultural Dist., C-2 Upland Resource Conservancy Dist. & C-1 Lowland Resource Conservancy Dist., Town Of Randall

Documents:

01-16-2023 ORD BENEDICT SHORES LLC REZO.PDF

9. From The Planning, Development & Extension Education Committee An Ordinance Regarding Christopher And Jennifer Eck Joint Rev. Trust (Owner), Martin And Mary Gust Rev. Trust (Owner), Requesting A Rezoning From A-1 Agricultural Preservation Dist., A-2 General Agricultural Dist. & C-1 Lowland Resource Conservancy Dist. To A-2 General Agricultural Dist., C-2 Upland Resource Conservancy Dist. & C-1 Lowland Resource Conservancy Dist., Town Of Brighton

Documents:

01-16-2023 ORD ECK GUST REZO.PDF

J. COMMUNICATIONS

65. Communication From Judiciary And Law Enforcement Committee - A Resolution Approving The Fundraiser For The K-9 Unit

Documents:

2024 CB COMM FORM K-9 FUNDRAISER.DOCX

66. Communication From Judiciary And Law Enforcement Committee - A Resolution Approving The 2024 WI OJA Multi-Jurisdiction Drug Task Force Grant – South East Area Drug Operations Group (S.E.A.D.O.G.)

Documents:

2024 CB COMM FORM SEADOG.PDF

67. Communication From The Human Services Committee And Finance/Administration Committee - A Resolution To Modify The Division Of Aging, Disability And Behavioral Health Services 2024 Budget For A Grant: "Every Court Is A Treatment Court" Initiative.

Documents:

COUNTY BOARD COMMUNICATIONS 01162024.DOCX

68. Communication From Andy M. Buehler Regarding Future Items Scheduled Before The Planning, Development & Extension Education Committee

Documents:

02-14-2024 COMMUNICATIONS.PDF

69. Communication From Supervisor Stocker - A Resolution Protecting Children From Materials Containing Adult Content In Taxpayer Funded Libraries In Kenosha County

Documents:

24-1-10 COMMUNICATIONS FORM STOCKER LIBRARIES RESOLUTION.PDF

70. Communication From Supervisor Thomas - A Resolution To Create A Risk Assessment And Management Practices For Kenosha County

Documents:

24-1-10 COMMUNICATIONS FORM THOMAS RISK ASSESSMENT AND MANAGEMENT PRACTICES.PDF

71. Communication From Supervisor Gentz - A Resolution Modifying The Racial And Ethnic Equity Commission Of Kenosha County

Documents:

24-1-10 COMMUNICATIONS FORM GENTZ REEC.PDF

72. Communication From Supervisor Gentz - A Resolution To Appeal 2022 Policy Resolution 1

Documents:

COMMUNICATIONS FORM GENTZ CCW POLICY REPEAL.PDF

73. Communication From Vice Chair Decker - A Resolution Recognizing March 2024 As "National Social Work Month"

Documents:

24-1-10 COMMUNICATIONS FORM DECKER SOCIAL WORKER MONTH.PDF

74. Communication From Vice Chair Decker - A Resolution Requesting The State Legislature Increase The Penalties For Harming Or Killing A Law Enforcement K9

Documents:

24-1-10 COMMUNICATIONS FORM RE DECKER K9 RESOLUTION.PDF

K. CLAIMS

14. Kim Koukal - Property Damage

Documents:

GL-01-24 KOUKAL, KIM.PDF

L. Approval Of The December 5, 2023 Meeting Minutes By Supervisor Poole

M. Adjourn

**GUIDELINES FOR "CITIZEN COMMENTS" AT**
**KENOSHA COUNTY BOARD AND COMMITTEE MEETINGS**

Please follow the guidelines for participating in Citizen Comments:

- Any person who wishes to address the county board during the "Citizen Comments" portion of the county board meeting must verbally state their name and residential address for the record.

- Citizens that speak during "Citizen Comments" must list their name and residential address on the sign-in sheet on the podium.

- Citizen Comments portion of the meeting will be for 1 hour, which may be adjusted by the County Board Chair at their discretion, if necessary.

- Each speaker is provided one opportunity to speak up to five (5) minutes in length or as announced by the County Board Chair at the beginning of the meeting. Stay within the time limits provided.

- Citizen comments should pertain to county operations.

- Comments should be made to the Board as a whole, and not to address individual Supervisors.

- Do not ask questions of the Board as a whole, or to individual supervisors, this is a time for public comments, not discussion or debate.

- Citizens must be courteous in their language and deportment and must avoid personalized remarks. Refraining from comments that are rude, obscene, or profane, personally attacking, or which demonstrate a lack of respect for others.

- The County Board Chair will not tolerate abusive language or disruptive behavior. The County Board Chair, for abusiveness or disruptive behavior, may terminate an individual's public comments. The County Board Chair has the authority to rule speakers out of order for noncompliance with these guidelines and may call a short recess in disorderly situations.

- Citizens in the audience are not to audibly respond to comments being made or to make demonstrations either in support of or in opposition to a speaker or idea. Refraining from derogatory comments, inappropriate gesturing, or applause.

# COUNTY OF KENOSHA

**OFFICE OF THE COUNTY EXECUTIVE**
Samantha Kerkman, County Executive

1010 – 56th Street, Third Floor
Kenosha, Wisconsin 53140
(262) 653-2600


## ADMINISTRATIVE PROPOSAL

## COUNTY EXECUTIVE APPOINTMENT 2024-1

### KENOSHA COUNTY BOARD OF HEALTH

TO THE HONORABLE KENOSHA COUNTY BOARD OF SUPERVISORS:

Placing special trust in the judgment and based upon the qualifications thereof, I hereby submit to the Honorable Kenosha County Board of Supervisors for its review and approval the name of

Dr. Harry Laws
Silver Lake, WI 53170

to serve a five-year term on the Kenosha County Board of Health beginning immediately upon confirmation of the County Board and continuing until the 4th day of February, 2029 or until a successor is appointed by the County Executive and confirmed by the Kenosha County Board of Supervisors.

Dr. Laws will replace Dr. Diane Gerlach, whose service to the Board of Health is greatly appreciated.

Dr. Laws will serve without pay.

Respectfully submitted this 21st day of December, 2023.

Samantha Kerkman
Kenosha County Executive

COUNTY OF KENOSHA
OFFICE OF THE COUNTY EXECUTIVE
SAMANTHA KERKMAN

**APPOINTMENT PROFILE**
**KENOSHA COUNTY COMMISSIONS, COMMITTEES & BOARDS**

(Please type or print)
***Information marked with an * will be redacted before this form is publicly posted.***

Name: Harry F. Laws
First / Middle Initial (optional) / Last

*Residence Address: [redacted]

Occupation: [redacted]
Company / Title

*Business Address: [redacted]

*Telephone Number: Residence _____ *Business [redacted] (cell)

*Daytime Telephone Number: [redacted] (cell)

*Email Address: [redacted]

Name of the Commission, Committee or Board for which you are applying:

Any where medical or Pediatric Experience May add Value

Personal Statement: Please indicate why you believe you would be a valuable addition to the Commission, Committee or Board for which you are applying. If more space is needed, please attach a separate sheet.

I have unique medical, military & management experience I can provide to any Committee, as well as decades of experience in Listening to Patients, Parents, Leaders & Subordinates to facilitate mutually agreeable Answers to issues. Also have extensive experience →

Revised 7-1-2021

Kenosha County Commissions, Committees & Boards
Appointment Profile - Page 2

Additional Information: is Process Improvement, which has helped tremendously in Problem solving

Nominee's Supervisory District: 22 (Erin Deckers)

Special Interests: Indicate organizations or activities in which you have a special interest but may not have been actively involved. Sports of all Kinds

Do you or have you done business with any part of Kenosha County Government in the past 5 years? Yes ☐ No ☒ If yes, please attach a detailed explanation.

Affiliations: List affiliations in all service groups, public service organizations, social or charitable groups, labor, business or professional organization, and indicate if it was a board or staff affiliation. Silver Lake Management District (Treasurer), AF Academy Rugby Foundation (Board) Rep Steil's AF Academy Nominating Committee, Am. Academy of Pediatrics, Retired AF Colonel (25 yrs)

Governmental Services: List services with any governmental unit. Silver Lake Management District (Treasurer)

* CV attached

Conflict Of Interest: It would be inappropriate for you, as a current or prospective appointee, to have a member of your immediate family directly involved with any action that may come under the inquiry or advice of the appointed board, commission, or committee. A committee member declared in conflict would be prohibited from voting on any motion where "direct involvement" had been declared and may result in embarrassment to you and/or Kenosha County.

Signature of Nominee

5 Aug 2023
Date

Please Return To: Kenosha County Executive
1010 – 56th Street
Kenosha, WI 53140

**HARRY F. LAWS, MD**

## PROFESSIONAL INTRODUCTION

Since 2013 Dr. Laws has been enjoying clinical practice of pediatrics.

Comfortable with working in 5 different EMRs and with up-to-date credentials in CPR, Dr. Laws has served in multiple primary care outpatient settings as well as in a traditional pediatric practice taking care of outpatients, inpatients and newborns in a Level 1 nursery. The L1 nursery settings have been in a low volume delivery service, but he has attended high risk c-sections and has experience in resuscitation, stabilization and maintaining pulmonary status in premature infants while waiting NICU transport. He is a board certified pediatrician, and although he was grandfathered into the Maintenance of Certification program, voluntarily participated and fulfilled all requirements valid until December 2024.

Now living in Wisconsin, he has a Wisconsin license and DEA number and is working part time with Children's Hospital of Wisconsin's Urgent Care Centers in Milwaukee and Kenosha.

## RECENT EXPERIENCE

**Current.** 8/2017 – present. Children's Hospital of Wisconsin Urgent Care Centers, Milwaukee and Kenosha. Casual status, working at a minimum of 4 shifts per month in an afterhours urgent care clinic (hours are 9-8 pm weekdays and weekends)

## PRIOR CAREER EXPERIENCE

**Froedtert South (St Catherine's) Pediatric Clinic**. 8/2017 – 7/2019. Part time helping with a traditional outpatient practice, sharing call and management of outpatient clinic and the occasional newborn and observation inpatients.

**Locum Tenens.** 2/2013 – 7/2017. Has worked many clinical positions participating in routine outpatient, Level 1 newborn nursery and occasional inpatient/observation admissions. Clinical experience with Epic, McKesson, eClinicalWorks, Allscripts, PCC EHR, and GE Centricity. Assignments included Novia Health Care (Batesville, IN), Jane Pauley Clinic (Anderson, IN), Jane Pauley Clinic (Indianapolis, IN), Trafalgar Health Center (IN), Kids Express (Indianapolis), WindRose Health Network (Hope Clinic, County Line Pediatrics, IN), Fox Pediatrics (Oneonta, NY), North Country Pediatrics (Newport VT), Plymouth Pediatrics (Plymouth NH), Two Rivers Pediatrics (Two Rivers WI), Springfield Pediatrics (Springfield VT), and Marshfield Pediatrics (Minocqua WI).

**Principle, Harry F Laws MD LLC.** 2/2013 – 5/2015. Consultant in healthcare management, Health Information Exchanges (HIEs), and post Epic optimization with clients in Indianapolis and other locations throughout Indiana.

**Chief Medical Information Officer, Community Health Network**. 8/2008 – 2/2013. A new position for the six-hospital Network that served to provide physicians with a voice in the selection, development, and implementation of clinical information systems, such as electronic medical records, that includes computerized provider order entry. Oversaw content development and maintenance of systems that improve patient care, projects that have included Evidence-Based Order Sets, Medication Reconciliation, Serious Event surveillance, Computerized Physician Order Entry, (virtual) Single Patient Record Initiative, Informatics Strategy, and Critical Results Reporting. Maintained the additional title as Clinical Professor of Pediatrics, Indiana University donating 15% of time as a pediatric preceptor for the Community Family Medicine Residency, with hands on clinical experience working with GE Centricity Outpatient and Epic EMR systems.

**Community Physicians of Indiana, Chief Medical Officer.** 8/2006- 8/2008. A new position for this 200 provider primary care group affiliated with Community Health Network, a 5 hospital network in Indianapolis and Anderson. Responsible for group policies, clinical quality agenda and reporting, and interface with the community on quality measures. Additional title as Clinical Professor of Pediatrics, Indiana University serving as a pediatric preceptor for the Community Family Medicine Residency program and residents.

**Women and Children's Hospital of Buffalo, Associate Professor of Clinical Pediatrics, and Chief, Division of General Pediatrics.** 8/2004 – 8/2006. Responsible for 12 school based health clinics, 3 outpatient clinics with over 30,000 visits annually, 15 providers, $3 million budget, resident teaching in ambulatory pediatrics, newborn nursery, the Children's Hospital hospitalist program, and clinical research in general pediatrics. Took an active leadership role in the Children's Hospital's Quality Improvement and Safety programs, presented a grand rounds on QA/QI, and started both Quality Assurance and Improvement plans for the division. Sought out and began [as Primary Investigator] a clinical research trial for otitis media. Served on the practice plan Board, curriculum and recruitment committees. Aggressively sought out improvement opportunities in asthma with a local health plan, as well as immunizations through a Western New York learning collaborative. Innovatively implemented the State immunization registry across a 5 hospital system. Pediatric Resident supervisor and preceptor 40% of the time with a private practice 10%.

**New Castle Pediatrics, Pediatrician** Spring 2004. Part time (.6 FTE) acute care pediatrics with newborn and inpatient responsibilities.

**St Vincent Hospital System, Administrator, St Vincent Children's Hospital.** 8/2002 – 1/2004. Responsible for transitioning a ward based pediatric service to a Children's Medical Center, to include setting strategy and goals, daily operations and community outreach. Established a very aggressive outreach program to build awareness of this new 55 bed facility to the community and referring physicians across the state of Indiana, highlighting the 17 bed pediatric emergency department and the full spectrum of pediatric sub-specialists that supported it. Repaired and built internal relationships within the hospital, eliminating these barriers to smooth operations. Instituted many programs designed to align pediatric services across a variety of reporting structures resulting in a sense of unity, ownership and pride for the Children's Hospital. Volunteered 10% of time in a private practice clinic.

**Eli Lilly and Company, Senior Clinical Research Physician**. 8/1999-8/2002. Responsible for developing and monitoring global investigative protocols for Strattera [atomoxetine], a drug used for the treatment of attention deficit/hyperactivity disorder. The only physician assigned to assist development in this therapeutic area in Japan and the Far East.

Director, Disease Prevention and Management, 8/1996-8/1999. Responsible for coordination and communication of disease management programs across five therapeutic areas, throughout all the worldwide affiliates, as well as ensuring corporation wide communication with the company's pharmacy benefit management company [PCS]. Represents Eli Lilly at national speaking engagements related to outcome measurements, reporting and disease prevention and management.

Integrated Disease Management, Physician Consultant, 8/1994-8/1995. Responsible for intervention development as well as consultation and analytic activities in support of intervention application for diabetes, depression, infectious disease and peptic ulcer disease states. Assisted medical directors of large HMOs across the United States in obtaining tailored disease management programs for their plans.

**United States Air Force**, **Physician/Corporate Medical Officer,** 6/1969-8/1994. Positions as general pediatrician, Chief of Pediatrics at a teaching hospital, Medical educator, and executive director responsible for acute-care hospital facilities and world-wide Air Force medical policies, managed care and budgeting.

Associate Director, Medical Programs and Resources, AF Surgeon General's Office, 1992-1994
Hospital Commander (CEO), Nellis AFB, Nevada, 1989-1992
Hospital Commander (CEO), Yokota Air Base, Japan, 1987-1989
Chief of Pediatrics, five acute-care hospitals, 1976-1987

- Architect for changing entire medical resource allocation process from 'fee for service' to fully capitated, population-based approach utilizing profitability criteria to support resource distribution.
- Introduced TQM into a 400 person organization by developing an aggressive training plan, forming 42 process action teams and guiding the Quality Council -- hospital labeled #1 of 21 in quality adaptation.
- Realigned traditional hierarchical separation of professional lines of supervision (i.e. doctors over doctors, nurses over nurses, etc) to team-oriented focus on patient-customer and productivity.
- Achieved international recognition for a pediatric residency program suffering from neglect by robusting the training curriculum, initiating a research program, and creating a neonatal fellowship.
- Spearheaded transformation of a dysfunctional Family Practice department plagued by low morale into a model residency program recognized as the "Department of the Year" for two consecutive years.

**Summary:**

Board certified pediatrician with over 40 years of experience providing health care in a variety of hospital and clinic settings who is now enjoying providing care where there is urgent need as part time urgent care pediatrician for Children's of Wisconsin.

- Prior to retirement as a Colonel physician in the Air Force, had considerable management exposure as Chief Executive Officer for several medium to large acute-care military facilities.
    - Credentialed pediatric clinician with active medical practice for over 30 years
    - Senior program director for USAF managed care, medical policy and programming
    - Managed pediatric graduate medical education and training programs
    - Supervisory experience in both single and multiple facility systems
    - Planning and budget oversight for a $2.5B healthcare system
    - Authored and published numerous clinical and health management articles
    - Extensive experience in process improvement, both at the clinic, hospital and enterprise level
- Extensive nationwide and international managed care experience as medical consultant for a premiere disease management firm and director of disease prevention and management for a major global pharmaceutical company.
- Additional Health Economic exposure prior to joining Eli Lilly's clinical research physicians in neuroscience as a senior clinical research physician for atomoxetine (Strattera), a pediatric product for Attention Deficit/Hyperactive Disorder.
- Was the administrator of St Vincent Children's Hospital, a newly established pediatric hospital in Indianapolis, IN while maintaining a one half day a week clinical practice.
- Worked briefly at a rural pediatric practice outside Indianapolis prior to becoming
- Associate Professor of Clinical Pediatrics and Chief, Division of General Pediatrics at Buffalo Women and Children's Hospital, where duties included teaching medical students and residents in both the inpatient and outpatient setting, research, practice and administration.
- Clinical Professor of Pediatrics, Indiana University serving as a pediatric preceptor for the Community Family Medicine Residency program.

## CURRICULUM VITAE

(current a/o Feb 2023)

EXPERIENCE AND POSITIONS HELD:

8/2017 – present. Children's Hospital of Wisconsin Urgent Care Centers, Milwaukee and Kenosha. Casual status, working at a minimum of 4 shifts per month in an afterhours urgent care clinic.

| | |
|---|---|
| 2013 –2017 | Independent healthcare consultant and Pediatrician. Locums work in a variety of locations in Indiana, New York, New Hampshire, Vermont and Wisconsin as a general pediatrician doing outpatient, newborn nursery and admissions for short observations |
| 2008 – 2013 | Chief Medical Information Officer, Community Health Network, Indianapolis IN<br>Clinical Professor of Pediatrics, Indiana University School of Medicine |
| 2006–2008 | Chief Medical Officer, Community Physicians of Indiana, Indianapolis, IN<br>Clinical Professor of Pediatrics, Indiana University School of Medicine |
| 2004-2006 | Associate Professor of Clinical Pediatrics, Buffalo Children's Hospital NY |
| 2004 | Pediatrician, New Castle Pediatrics |
| 2002-2004 | Administrator, St Vincent Children's Hospital, Indianapolis, IN.<br>Part time private practice, Pediatric Associates of Indianapolis |

| | |
|---|---|
| 2000-2002 | Senior Clinical Research Physician, atomoxetine team, Eli Lilly & Co. |
| 1999-2000 | Medical Advisor, Neuroscience Therapeutic Area, Lilly Research Laboratories |
| 1999 | Physician Consultant, Global Health Outcomes Research, Eli Lilly & Co |
| 1995-98 | Director, Disease Prevention & Management, Eli Lilly & Co, Indianapolis, IN |
| 1994-95 | Physician Consultant, Integrated Disease Management, Indianapolis, IN |
| 1994 | Retired from USAF, rank of Colonel, 25 years service |
| 1993-94 | Associate Director, Air Force Medical Programs & Resources, Washington, DC |
| 1992-93 | Chief of Medical Resources, Office of the AF Surgeon General, Washington, DC |
| 1989-92 | Commander (CEO), 554 Medical Group, Nellis AFB, NV |
| 1987-89 | Commander (CEO), 475th Medical Group, Yokota Air Base, Japan |
| 1985-87 | Chief of Pediatrics, Clark Regional Medical Center, Clark Air Base, Philippines<br>Residency Program director 85-87 |
| 1984-85 | Chief of Pediatrics, USAF Academy Hospital, USAF Academy, CO |
| 1981-84 | Pediatrician, USAF Regional Hospital Eglin, Eglin AFB, FL<br>Pediatric Teaching Coordinator, Family Practice Residency Program<br>Chief of Pediatrics, 1982-84 |
| 1978-81 | Pediatrician, USAF Hospital Wiesbaden, West Germany<br>Chief of Pediatrics, 1980-81 |
| 1976-78 | Chief of Pediatrics, Ellsworth AFB Hospital, Ellsworth AFB, SD<br>Professional Education Coordinator, 1977-78<br>Preceptor for Pediatric Nurse Practitioner for 6 months. |
| 1975-76 | Chief Resident in Pediatrics, Wilford Hall USAF Medical Center, Lackland AFB, San Antonio, TX |

EDUCATION AND TRAINING:

| | |
|---|---|
| High School | Bronson H. S., Bronson, Michigan, Valedictorian, 1964 |
| College | 1964-65, Kalamazoo College, Kalamazoo, Michigan<br>1965-69, US Air Force Academy, Colorado<br>Degree: BS in Chemistry, 4 Jun 1969 |
| Professional | 1969-71, U of Hawaii School of Medicine, HI<br>1971-73, U of Texas Medical School at San Antonio TX<br>Degree: MD, 26 May 1973 |
| Post Graduate | 1973-76, Resident in Pediatrics, Wilford Hall USAF Medical Center, Lackland AFB, TX<br>1992, Interagency Institute of Healthcare Executives, George Washington University<br>1994, Air War College, Maxwell AFB, Alabama |
| BLS | Expires 3/2023 |
| PALS | Expired 6/29/19 |
| NRP | Expired 4/18 |
| DEA | (numbers available upon request) exp 3/31/2023 |

BOARD CERTIFICATION:

| | |
|---|---|
| State | Texas E1469 18 Aug 73, expired 8/31/02<br>South Dakota 2149 13 July 76, inactive<br>Florida ME 39818 27 Apr 82, inactive<br>Colorado 26381 11 Oct 84, inactive<br>New York 233950 13 Sep 04, exp 7/31/16<br>Indiana 01043200 27 Oct 94 exp 10/31/17<br>Vermont 042.0013318, 2 Dec 15 exp 11/30/2018<br>New Hampshire 17708, 7/6/2016, exp 6/30/2018<br>**Wisconsin 66583 – 20, 11/23/16, Active exp 10/31/2023** |

| | |
|---|---|
| National | National Board of Medical Examiners #133833, 1 Jul 74 |
| Specialty | Diplomat, American Board of Pediatrics #021685, 25 Jun 78<br>Passed Maintenance of Certification, 19 June 2010<br>MOC Requirements fulfilled until 19 December 2024 |
| UPIN | I 17710 |
| AAP | 116921 |
| NPI (Type I) | 1508823592 |
| CAQH | 11347804 |
| Medicare | M400051165 |
| IN Medicare | 201068600 |
| IN Medicaid | 200408090 |
| VT Medicaid | 1026182 |
| WI Medicaid | 100062919 |
| DEA on request | |

FCVS Federation Identification (FID) number is 207055609

Medical Staff

Children's of Wisconsin, Milwaukee
St Catherine's Hospital (WI), 9555 76th St, Kenosha WI 53158, 8/17 – 8/19
Springfield Hospital (VT), 25 Ridgewood Rd, Springfield VT 05156, 12/15 – 8/17
Howard Young Medical Center (WI), 240 Maple St, Woodruff, WI 54568 12/16-6/17
Speare Hospital (NH), 16 Hospital Rd, Plymouth NY, 03264 8/16 – 3/17
A.O. Fox Hospital, 1 Norton Ave, Oneonta NY 13820, 8/13 – 9/15
Community Hospital East: resigned Feb 2017 due to move

PROFESSIONAL ORGANIZATIONS:

Fellow, American Academy of Pediatrics (AAP) 1975-present
Member, Section on Community Pediatrics and Section on Seniors in Pediatrics
Past Member, Uniformed Services Section, AAP
Past Member, Military Chapter East (Charter Member)
Life Member, Association of Military Surgeons of the United States
Member, Interagency Institute of Healthcare Executives Alumni
First Vice President 1993-94
Past Member, American Pediatric Association, 2005 - 2008
Board member, BluePrint Healthcare IT Nov 2011 – 2013
CMIO Executive Committee, RAIN Resources and RAIN groups 2012 - 2013
Senior Member, Health Information and management Systems Society (HIMSS) 2012-2015
Past Board member, MW chapter, HIMSS July 2011 – July 2015
Past Member, American College of Physician Executives 1995-2013
Past Member, Society of Medical Consultants to the Armed Forces, 1992-95
Past Vice President and Program Chairman, Medical Chapter, US Air
Force Academy Association of Graduates, 1984-85
Past President, Shogun Medical Society of Japan 1987-88

AWARDS AND HONORS:

| | |
|---|---|
| 2016 | Bronson (MI) High School Hall of Fame |
| 2015 | USAF Academy Rugby Hall of Fame |
| 1989 | TAC "Real Pro" Award for exceptional leadership and accomplishment |
| 1987 | Golden Leadership Award, Humanitarian Center of the Philippines |
| 1987 | PACAF Medical Service Corps Award for Excellence in Leadership |
| 1986-87 | Founder and first Editor, "Pacific Newsletter", for the military pediatrician in the Pacific (extension of the Uniformed Services Chapter West, AAP) |

| | |
|---|---|
| 1986,87 | Awarded the Regional Medical Center Commander's Gold Certificate of Recognition |
| 1986-87 | Founder and Conference Coordinator, "Practical Pediatrics in the Pacific", Clark Air Base, Philippines |
| 1985-87 | First Ride-Safe Ride Coordinator, Military Chapter West, AAP |
| 1983 | Founder and first Chairman of the Uniformed Services Committee of Pediatricians assigned to Family Practice Training Programs, AAP |
| 1983 | "Teacher of the Year" Award, Eglin Family Practice Residency Program |
| 1981 | Okaloosa County Special Olympics Hall of Fame |

CONSULTING ACTIVITIES:

| | |
|---|---|
| 2006-2013 | Clinical Professor of Pediatrics, Indiana University, Community Hospital Family Practice program |
| 2004-2006 | Associate Professor of Clinical Pediatrics, Buffalo Children's Hospital NY |
| 1996-2002 | Adjunct Assistant Professor of Pharmaceutical Sciences, Butler University, IN |
| 1994-97 | Clinical Associate Professor of Pediatrics, Indiana University Medical School, Indianapolis, IN |
| 1993-94 | Clinical Associate Professor of Pediatrics, Uniformed Services University of the Health Sciences, Bethesda, MD |
| 1985-89 | Consultant to the PACAF Surgeon in Pediatrics |
| 1983-89 | Consultant to the Air Force Surgeon General in Pediatrics |
| 1980-83 | Abstracting Editor, Journal of Pediatric Surgery |
| 1980-81 | USAFE Consultant in Pediatrics to the Air Force Surgeon General |

PAPERS AND PRESENTATIONS:

"Meaningful Use: a look at Stage 2", panel discussion at 2011 eHI Annual Conference Panel, Jan 2011, Washington DC

"Consumer Engagement", Panel, May 23, 2012, Indiana HIMSS meeting, Indianapolis, IN.

"Medication Reconciliation Made Easy in a Multi-system Environment", poster, Feb 2012, HIMSS annual meeting, Las Vegas : http://www.himss.org/storiesofsuccess/caseStudies.asp

"Medication Reconciliation: Integrating Data from Disparate Systems", talk at MW HIMSS, 16 Nov 2011, Indianapolis

"Creating Longitudinal Records That Maintain Clinical Narrative and Continuity of Care", talk at MW HIMSS, 15 Nov 2011, Indianapolis

"Electronic Surveillance to Prevent Harm", talk at the Indiana Patient Safety Summit, 18 Aug 2011, Indianapolis

"Newborn Physical Examination", talk to residents, July 2011, Indianapolis

"ARRA and what it means to Auditors" talk delivered to the AAMAS, Dallas, April 2011

"Virtual Single Patient Record" talk delivered at GE PAG-CIO conference, October 2009 Seattle

"IT updates", Grand Rounds, 4/1, 3/26, 7/8, 2009, Indianapolis

"IT careers" talk delivered to Medical Technical LPN curriculum, Sep 2009, Greenwood

“Medicine Meets Business” talk given at Community Health Network, Feb 2009, Indianapolis

"QA/QI: What is it and what are the differences?” Grand Rounds, WCHOB, 10 Jun 2005.

"The pharmaceutical drug development process” Grand Rounds, WCHOB, Feb 2005.

"Using Architecture to Build a Brand” presented at the NACHRI 2003 Facility Design Conference, Chicago, July 2003.

"Atomoxetine, a Non-Dopinergic Intervention for ADHD” [poster PO-16-3] presented at the XII World Congress of Psychiatry, Yokohama, Japan, Aug 2002.

"Validation of the ADHD Rating Scale In Japan” [poster PO-18-1] presented at the XII World Congress of Psychiatry, Yokohama, Japan, Aug 2002.

"Atomoxetine efficacy vs placebo in School Aged Girls with ADHD” [abstract] presented at the AACAP symposium on ADHD, Oct 2001.

"Safety and Efficacy of atmoxetine in Pediatric CYP2D6 Extensive vs Poor Metabolizers", [poster] presented at the American College of Neuropsychopharmacology (ACNP) Oct 10-14, 2001.

"Changes in Family and Social Functioning in Children and Adolescents with ADHD During Treatment with Atomoxetine: A Randomized, Placebo-Controlled Study.” [poster and oral presentation] presented at the American Academy of Pediatrics Annual Meeting, San Francisco, Oct, 2001.

"Safety and Efficacy of atmoxetine for ADHD in two double-blind placebo-controlled Trials", [poster] presented at the International Congress of Pediatrics, Beijing, Oct 2001.

"Subjective responses to LY 139603 (atomoxetine) and Methylphenidate", presented at the Biologic Psychiatry Annual Convention, New Orleans, May 2001 and the International Congress of Pediatrics [poster], Beijing, Oct 2001.

"Diagnosis and treatment of Attention Deficit/Hyperactive Disorder in the US", presented at the Edison Club, Shibuya, Tokyo, Japan, July 2000.

"Attention Deficit/Hyperactive Disorder", presented at the Lilly ‘Lunch with your Doc’ sessions, Eli Lilly and Company, Indianapolis, Sep and Nov 1999, Oct 2001

"The Pharmacy and Disease Management: What role in an Integrated Delivery System", presented at the MHA course, Integrated Healthcare Delivery Systems, offered by IUPUI, January 1999

"Discipline and Childhood Behavior Expectations ", presented at the Lilly ‘Lunch with your Doc’ sessions, Eli Lilly and Company, Indianapolis, Jun and July 1998.

"Designing a Quality Improvement program for depression-a comprehensive approach to management and analysis: the GTE experience", presentations moderated at the Washington Business Group on Health’s Annual meeting, Health Agenda 98, Washington DC, Mar 1998.

"Disease Management: The Basics", presented at the Florida Managed Care Symposium, Orlando, FL, Oct 1996, Indianapolis Business Women’s Alliance, Feb 1997, Tippicanoe Laboratories, Jan 1997, Butler University Health Economics Course, Mar 1997, U of Indiana School of Medicine graduate pharmacy course, Apr 97.

"The Pharmaceutical Industry and CME", presented at the AMA sponsored Congress on CME, Chicago, IL, Oct 1996.

"Disease Management and Beyond", presented at the DoD Region IX Managed Care Symposium, San Diego CA, Oct 1996.

"Disease Management: The Basics", presented to the Stockton (CA) hospital medical staff, Stockton CA, July 1996

"Networking's Value Equations: Physicians' Perspective", presented at the International Users Forum on Health Information Networks (COMNET), Washington DC, July 1996

"Disease Management Programs: What are they, how do they work, and what do they do to improve compliance?", presented at the Healthcare Compliance Packaging Council Annual Meeting, Philadelphia, Jun 1996.

"Disease Prevention and Management: From Buzzwords to Understanding", presented at the Pharmaceutical and Business Intelligence and Research Group (PBIRB) Annual General Meeting, San Diego, May 1996.

"Disease Prevention and Management", presented at the Indiana Association for Health care Quality, Indianapolis, May 1996.

"Disease Prevention and Management Models and Examples", presented at the Pennsylvania Behavioral Healthcare Conference, Philadelphia, Apr 1996.

"Disease Management in a Managed Care Environment", Presented as part of a panel, Sunrise Symposium, American Academy of Otolaryngology Annual Meeting, New Orleans, Sep 1995.

"Treating Depression via Disease Management: Implications for Changing Patterns of Psychotherapy and Medication", Presented at an International Business Communications conference on New Partnerships in Managing Mental Health Medication, Boston, July 95.

"Outcomes Research and Disease Management: A Revelation or Curse?" Drug Information Association (DIA) annual meeting, Orlando, Jun 1995.

"Disease Management for Depression", Presented at the Joint National Association of Psychiatric Health Systems/American Hospital Association Section for Psychiatric and Substance Abuse Services joint meeting, New Orleans, Jun 95.

"Integrated Disease Management: Strategy & Direction", Presented at the Eli Lilly Global Management Conference, Indianapolis, IN, Dec 94, Jan 95, May 95, Jun 95.

"US Air Force Medical Strategic Resourcing", Presented to AF Medical Personnel Center, March 94, San Antonio TX, Air Combat Command Surgeon's Conference, March 94, Offutt AFB, NE, AF Senior Nurse Executive Meeting, Sheppard AFB, April 94, AF Resource Managers' Symposium, Denver, CO May 94, USAF Health Facilities Office Symposium, San Diego, CA, Jun 94.

"Managed Care: What is it?", Presented to the Uniformed Services Section, American Academy of Pediatrics Annual Meeting, Nov 1993, Washington, DC.

"Managed Care for Air Force Health Promotion Directors", Presented at the 1993 Air Force Health Promotion Coordinators Conference, Sep 1993, Brooks AFB, TX.

"TQM: Putting It All Together", USAF Surgeon General TQM Lecture Series, Nov 1992, Bolling AFB, D.C.

"Implementation of Total Quality Management in an Air Force Hospital", Presented to Hospice Care Clinic, Apr 1991, Las Vegas, NV

"The Future of Pediatrics", Presented, Sunrise Childrens' Hospital, Nov 1990, Las Vegas, NV.

"The Use of Intravenous Gammaglobulin in Dengue Hemorrhagic Fever ÄÄ A Case Report", Abstracted, Uniformed Services Pediatric Seminar, Mar 1989, Honolulu, HI.

"Seroconversion to Tropical Viral Diseases by American Children in the Philippines", Abstracted, Uniformed Services Pediatric Seminar, Mar 1989, Honolulu, HI.

"The Effect of Oral Lactase on Colic in Breast Feeding Infants", Abstracted, Uniformed Services Pediatric Seminar, Mar 1989, Honolulu, HI.

"A Simulated Aircraft Accident Exercise: Casualty Management", Presented at the 1988 Pan Pacific Surgical Association, Japan Chapter Annual Meeting, Tokyo, Japan, 10 Sep 1988, and at the Asian Pacific Conference on Disaster Medicine, My Dome Osaka, Japan, 25 Nov 1988, and the Shogun Medical Society Meeting, Camp Zama, 9 May 89.

"Child Abuse", Presented at the 1987 PACAF Forensic Dentistry Conference, Baguio City, Philippines, 14Ä16 May 1987.

"The Risk of Acquiring Tuberculosis in Children of a US Military Population in the Philippines", Abstracted, Uniformed Services Pediatric Seminar, Mar 1987, Orlando, FL.

"Dengue Fever: A New American Disease?" Abstracted, Uniformed Services Pediatric Seminar, Mar 1987, Orlando FL.

"The Effect of Oral Lactase on Colic in Breast Feeding Infants". Abstracted, Uniformed Services Pediatric Seminar, March 1987, Orlando FL.

"The Prevalence of Parasitism in Pre-School American Dependents in the Philippines". Abstracted, Uniformed Services Pediatric Seminar, March 1987, Orlando FL.

"Parental Satisfaction with the Decision not to Circumcise". Abstracted, Uniformed Services Pediatric Seminar, March 1986, Denver, CO.

"Breastfeeding after Unilateral Mastectomy". Abstracted, Uniformed Services Pediatric Seminar, March 1985, Norfolk VA. https://pediatrics.aappublications.org/content/64/1/120.2.full

"Neonatal Procedures Training Using a Kitten Model". Abstracted, Uniformed Services Pediatric Seminar, March 1984, Reno NV.

"The Need for Mandatory Pediatric Consultation on Children Under Two Years Admitted to Surgical Services". Abstracted, Uniformed Services Pediatric Seminar, March 1984, Reno, NV.

"Early Discharge from the Newborn Nursery: A Reasonable Alternative". Abstracted, Uniformed Services Pediatric Seminar, March 1984, Reno NV.

" An Evaluation of the Maternal Body as a Heat Source to Maintain the Newborn's Temperature". Presented at the Uniformed Services Pediatric Seminar, Mar 1980, Seattle, and at the XVI International Congress of Pediatrics, Sep 1980, Barcelona, Spain.

"Immunization Tracking in the Military Population". Presented at the Uniformed Services Section, American Academy of Pediatrics Fall Meeting, Oct 1979, San Francisco, CA, and the Uniformed Services Pediatric Seminar, Chicago, 1978.

"Glucose Water Supplementation in the Breastfed Neonate". Presented at the Uniformed Services Section, American Academy of Pediatrics Fall Meeting, Oct 1978, Chicago, IL.

"Sibling Visitation in the Neonatal Period". Presented at the Annual USAFE Medical Meeting, Oct 1978, Garmish, West Germany.

"Effective Utilization of Pediatric Nurse Practitioners Ä Advantages and Disadvantages". Presented at the Uniformed Services Section, American Academy of Pediatrics Fall Meeting, Nov 1977, New York, NY.

"Phrenic Nerve Paralysis & Eventration as an Atypical Presentation of Werdnig-Hoffman Disease". Presented to the Society of Air Force Physicians, American college of Physicians, Air Force Physicians, Spring Meeting, 1974, Las Vegas, NV.

PUBLISHED ARTICLES:

Laws, HF. AAP Practice Management Newsletter, Section on Administration and Practice Management, Vol 7(1), Spring 2010. Letter to Editor on Hybrid EMRs

Laws HF, Heil SH, Bickel WK, Higgins ST, Faries DE, Badger G. Subjective responses to LY139603 (atomoxetine) and methylphenidate. *Eur Neuropsychopharmacol* 2001;11(SUPPL. 3):S318.

Laws HF, Heil SH, Bickel WK, Higgins ST, Faries DE. Subjective responses to LY139603 (Atomoxetine) and Methylphenidate [abstract 70]. *Biological Psychiatry*. 2001;49(8S):20S

Yamazaki K, Harder D, Laws, H, Nakane Y, Takeshita K, Naruse H, Kambayashi Y. "Validating the ADHD Rating Scale-IV: Parent Version-Investigator Administered and Scored (ADHD RS:J) in Japan [in press]

Biederman J, Heiligenstein JH, Faries DE, Galil N, Dittmann R, Emslie GJ, Kratochvil CJ, Laws HF, Schuh KJ, "Efficacy of Atomoxetine versus Placebo in School Aged Girls with ADHD", Pediatrics 110(6), 6 December 2002, pp e75

Heil SH, Holmes HW, Bickel, WK, Higgins ST, Badger GJ, Laws HF, and Faries DE "Comparison of the Subjective, Physiological, and Psychomotor Effect of Atomoxetine and Methylphenidate in Light Drug Users" Drug and Alcohol Dependence, July 2002 v67(2): 149-156

Wernicke, J, Allen, AJ, Faries, D, Heiligenstein, JH, Kelsey, D, Kendrick KL, Laws, HF, Michelson, D, "Safety atomoxetine in clinical trials", Biol Psychiatry 2001;49:159S [abst 545].

Allen, AJ, Spencer TJ, Heiligenstein, JH, Faries, DE, Kelsey DK, Laws HF, Wernicke, J, Kendrick KL, Michelson, D, "Safety and Efficacy of atomoxetine for ADHD in two double-blind, placebo-controlled trials", Biol Psychiatry 2001;49:32S [abst 114].

Laws, H. F., Heil, SH, Bickel , WK, Higgins ST, Faries, DE, "Subjective Responses to LY139603 (atomoxetine) and methylphenidate", Biol Psychiatry 2001;49(8Suppl):20S.

Laws, H. F., "A TQM Involvement Plan", Mil Med, 1993, 158(3):152-156. https://academic.oup.com/milmed/article-abstract/158/3/152/4844225

Laws, H. F., "Managed Care", Pediatrics, (Ltr) 1992, Aug;90(2 Pt 1):278-9.

Laws, H. F., "Effect of Lactase on Infantile Colic", J Pediatr, 1991, Jun;118(6):993-4. https://www.jpeds.com/article/S0022-3476(05)82228-0/abstract

Laws, H. F., Enriquez, M, "Prevalence of Parasitism in American Children in the Philippines", Mil Med, 1990, Dec; 155:585-7.

Laws, H. F., "Ramstein Air Disaster Experience", in New Aspects of Disaster Medicine, Ohta M., Ukai,T., Yamamoto, Y., Herusu Publishing Co., Tokyo, 1989.

Ascher, DP, Laws, HF, Hayes, CG, "The Use of IV Gamma Globulin in Dengue Shock Syndrome, a Case Report", Southeast Asian J Trop Med Pub Health, 1989, Dec;20(4):549-554.

Laws, H. F., "School Bus Seat Belts?", (Ltr) Pediatrics, 1988, July;82:134-5. https://pediatrics.aappublications.org/content/82/1/134.1.full

Laws, H. F., "Infant Seat Baby Nest Rebuttal", (Ltr) Mil Med, 1985, 150:141.

Laws, H. F., "Weaning Time", (Ltr) Pediatrics, 1984, 74:1131.

Laws, H. F., "Caloric Deprivation in Breast Milk Jaundice", (Ltr) Pediatrics, 1981, May;67(5):748-50 https://pediatrics.aappublications.org/content/67/5/748.2.abstract

Laws, H. F., "Failure to Thrive", (Ltr) Pediatrics, 1979, 64:120. https://pediatrics.aappublications.org/content/64/1/120.2.full

Laws, H. F., "Immunizations Data Tracking", (Ltr) Pediatrics, 1978, Nov 62(5):857-8.

Laws, H. F., "Toxicity of Bilirubin in the Neonate", (Ltr) J. Pediatr, 1978, May 92(5):858.

Frimpter, G., Laws, H. F., "Pseudo-cystathionuria: A Note of Caution about Chromatographic Diagnosis", (Ltr) J. Pediatr, 1974, Jun; 84(2):925. https://www.jpeds.com/article/S0022-3476(74)80820-6/fulltext

# COUNTY OF KENOSHA

**OFFICE OF THE COUNTY EXECUTIVE**
Samantha Kerkman, County Executive

1010 – 56th Street, Third Floor
Kenosha, Wisconsin 53140
(262) 653-2600


## ADMINISTRATIVE PROPOSAL

## COUNTY EXECUTIVE APPOINTMENT 2024-2

### KENOSHA COUNTY BOARD OF HEALTH

TO THE HONORABLE KENOSHA COUNTY BOARD OF SUPERVISORS:

Pursuant to Resolution #92, passed by the Honorable Kenosha County Board of Supervisors on December 2, 2008, Julia E. Robinson currently sits on the Board of Health as the nominee of Honorable John M. Antaramian, City of Kenosha.

Placing special trust in the judgment and based upon the qualifications thereof, I hereby submit to the Honorable Kenosha County Board of Supervisors for its review and approval the name of:

Julia E. Robinson
Kenosha, WI 53144

to serve a five-year term on the Kenosha County Board of Health beginning immediately upon confirmation by the County Board and continuing until the 4th day of February, 2029, or until a successor is nominated by the Mayor, appointed by the County Executive and confirmed by the Kenosha County Board of Supervisors.

Ms. Robinson will be succeeding herself. Ms. Robinson will serve without pay.

Respectfully submitted this 21st day of December, 2023.

Samantha Kerkman
Kenosha County Executive

COUNTY OF KENOSHA
OFFICE OF THE COUNTY EXECUTIVE
SAMANTHA KERKMAN

**APPOINTMENT PROFILE**
**KENOSHA COUNTY COMMISSIONS, COMMITTEES & BOARDS**

(Please type or print)
***Information marked with an * will be redacted before this form is publicly posted.***

Name: Julia E Robinson
First Middle Initial (optional) Last

*Residence Address: [redacted]

Occupation: Julia's Kenosha Fitness Owner
Company Title

*Business Address: [redacted]

*Telephone Number: Residence 2[redacted] *Business [redacted]5

*Daytime Telephone Number: [redacted]

*Email Address: [redacted]

Name of the Commission, Committee or Board for which you are applying:

Board of Health

Personal Statement: Please indicate why you believe you would be a valuable addition to the Commission, Committee or Board for which you are applying. If more space is needed, please attach a separate sheet.

I have been an active member of the Board of Health over the past years, eventually serving as Vice President and now President of the Board. As an Alderman in the city for 10 years I am familiar with both how the city/county function and also how citizens need to have representatives they can contact.
I have worked to further access to public health services for citizens throughout the county and also have worked to inform the public of the wide variety of services that the Department of Public Heatlh offers to our citizens.
I have a background in several aspects of physical, mental, and dental health and so bring a variety of experiences to discussions.

Kenosha County Commissions, Committees & Boards
Appointment Profile - Page 2

Additional Information:

Please find resume attached

Nominee's Supervisory District: 5

Special Interests: Indicate organizations or activities in which you have a special interest but may not have been actively involved.

Do you or have you done business with any part of Kenosha County Government in the past 5 years? Yes ☐ No ☑ If yes, please attach a detailed explanation.

Affiliations: List affiliations in all service groups, public service organizations, social or charitable groups, labor, business or professional organization, and indicate if it was a board or staff affiliation.

Kenosha Civil Service Commission (present member), City of Kenosha Ethics Board (Vice Chair, 2013-2014), Kenosha County Board of Health (2017 - present); Homeless Shelter Task Force (Chair), Neighborhood Housing Services (Board, 1997)

Governmental Services: List services with any governmental unit.

Kenosha County Board of Health (2017 - present) City of Kenosha Ethics Board (Vice Chair, 2013-2014), Kenosha Civil Service Commission (present member)
Alderman, City of Kenosha 1998-2008

Conflict Of Interest: It would be inappropriate for you, as a current or prospective appointee, to have a member of your immediate family directly involved with any action that may come under the inquiry or advice of the appointed board, commission, or committee. A committee member declared in conflict would be prohibited from voting on any motion where "direct involvement" had been declared and may result in embarrassment to you and/or Kenosha County.

Julie E Robinson
Signature of Nominee

10/20/2023
Date

Please Return To: Kenosha County Executive
1010 – 56th Street
Kenosha, WI 53140

[redacted] [redacted]

# Julia E. Robinson

## Volunteer Work

**Kenosha County Board of Health**
2017- present (1 term as Vice President, currently serving as President)

**City of Kenosha Civil Service Commission** (2023- present)

**City of Kenosha Ethics Board, Vice Chair** 2013- 2014

## Employment

**Self-Employed, Julia's Kenosha Fitness**

- Create individualized exercise/rehab programs
- Conduct individual, couple, and group exercise/rehab sessions
- Contracted by United Hospital System to provide training for employees and graduates of their cardiac rehabilitation programs

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**Dental Assistant/Marketing Coordinator, Library Park Dental**

- Performed all dental assisting (assisted dentist, sterilization, x-rays, patient education)
- Wrote OSHA compliant handbook and conducted safety training
- Wrote copy for the website optimizing search engine rankings
- Developed marketing strategies

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**Gymnastics Coach, Scamps Gymnastics**

- Taught recreational and team classes for boys and girls ages 2-18.
- Coached National and Junior Olympic Development Team members and numerous State, Regional and National Champions, resulting in being chosen Wisconsin Coach of the Year for Boys Gymnastics, 2008
- Increased retention and numbers of boys within the program

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**Private Tutor and Homeschool Teacher**

- Evaluated and selected curriculum for students, grades Kindergarten - 12th grade
- Planned and taught lessons and graded assignments
- Taught ACT Prep course for groups, with special emphasis on the writing portion
- Consulted with families to assist in curriculum choices and planning
- Advocated for students needing IEPs and attended school meetings

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**Alderman, City of Kenosha**

- Directed 5 successful campaigns for public office resulting in 10 years of service
- Chaired and served on Public Safety & Welfare, License & Permits, Finance, Parks committees
- Chaired Homeless Shelter Task Force
- Selected by Pew Grant/Eagleton Institute in 2000 as one of America's Young Politicians to Watch
- Served as Deputy Mayor/Council President for 2 years
- Created budgets and provided legislative leadership for the city

**Clinical Director, Living Hope/Alexian Brothers Medical Center**

- Supervised therapists in inpatient, day hospital and outpatient settings
- Evaluated patients and conducted individual, group, and family therapy
- Coordinated treatment between insurance providers and hospital/staff

**Social Worker, Hines Veterans Administration Hospital**

- Conducted individual, group, and family therapy with homeless, chronically mentally ill substance abusing veterans.
- Provided discharge planning and assisted in finding employment and housing

**Visiting Instructor, Sociology Department, Wheaton College**

- Taught Introduction to Social Work, Small Groups, Human Sexuality, Courtship and Marriage courses

**Social Worker (Internship), Hines Veterans Administration Hospital**

- Conducted group therapy in psychiatric ward
- Conducted individual counseling with chronically mentally and medically ill
- Provided discharge planning in both inpatient psychiatric and TBI/spinal cord rehabilitation wards

**Counselor for Women and Children (Internship), Family Shelter Service**

- Facilitated children's support group
- Counseled women and children with domestic violence, divorce, substance abuse, and sexual abuse issues
- Assessed and referred clients who were calling a hotline

**Writing Center Tutor, Writing Center, Wheaton College**

- Selected by English Professor to establish a writing center along with one other student
- Provided tutoring for students needing assistance with papers

## Education

**Master's of Social Work**
**Jane Addams College of Social Work,**
**University of Illinois at Chicago**

**Bachelor's of Arts - Psychology**
**Wheaton College, Wheaton, Illinois**

**Sexual Dysfunction Therapist Certificate**

**Illinois Domestic Violence Certificate**

## Accreditations

- **ISSA Certified Personal Trainer**
- **USAG Safety Certified Gymnastics Coach**
- **CPR for Healthcare Providers**
- **Licensed Clinical Social Worker (lapsed)**
- **Emergency Medical Technician (lapsed)**

# COUNTY OF KENOSHA

**OFFICE OF THE COUNTY EXECUTIVE**
Samantha Kerkman, County Executive

1010 – 56th Street, Third Floor
Kenosha, Wisconsin 53140
(262) 653-2600


## ADMINISTRATIVE PROPOSAL

## COUNTY EXECUTIVE APPOINTMENT 2024-3

### KENOSHA COUNTY BOARD OF HEALTH

TO THE HONORABLE KENOSHA COUNTY BOARD OF SUPERVISORS:

Placing special trust in the judgment and based upon the qualifications thereof, I hereby submit to the Honorable Kenosha County Board of Supervisors for its review and approval the name of

Kayla Hove
Burlington, WI 53105

to serve a five-year term on the Kenosha County Board of Health beginning immediately upon confirmation of the County Board and continuing until the 4th day of February, 2029 or until a successor is appointed by the County Executive and confirmed by the Kenosha County Board of Supervisors.

Ms. Hove will serve without pay. Ms. Hove will be succeeding Dr. James Foster.

Respectfully submitted this 21st day of December, 2023.

Samantha Kerkman
Kenosha County Executive

COUNTY OF KENOSHA
OFFICE OF THE COUNTY EXECUTIVE
SAMANTHA KERKMAN

**APPOINTMENT PROFILE**
**KENOSHA COUNTY COMMISSIONS, COMMITTEES & BOARDS**

(Please type or print)
***Information marked with an * will be redacted before this form is publicly posted.***

Name: Kayla Hove
First Middle Initial (optional) Last

*Residence Address: [redacted]

Occupation: Froedtert South Registered Nurse
Company Title

*Business Address: [redacted]

*Telephone Number: Residence [redacted] *Business [redacted]

*Daytime Telephone Number: [redacted]

*Email Address: [redacted]

Name of the Commission, Committee or Board for which you are applying:

Kenosha County Board of Health

Personal Statement: Please indicate why you believe you would be a valuable addition to the Commission, Committee or Board for which you are applying. If more space is needed, please attach a separate sheet.

I believe I would be a valuable addition to the Kenosha County Board of Health because I am a life-long county resident and registered nurse whose experience and knowledge can be passionately executed to help better the health and lives of the residents in our community. My medical background consists of me serving as a volunteer firefighter/EMT with Salem Lakes, and I have worked at Froedtert South for 12 years now in the Emergency Dept, Surgical Services, Clinical Informatics, Clinical Education, & I have been covering our facility's Infection Prevention and Control Services for the past 4 months. I am passionate about learning and gaining knowledge in order to help serve others. Currently, I am finishing my masters of nursing degree. Casually, I work at our local technical college, Gateway, at their School of Health, as a Nursing Skills Lab Assistant. I thoroughly enjoy knowledge sharing and helping to grow the next generation of nurses. I am excellent with my communication skills and thrive knowing I am able to help make a difference in the lives of others.

Kenosha County Commissions, Committees & Boards
Appointment Profile - Page 2

Additional Information:

Nominee's Supervisory District: _____

Special Interests: Indicate organizations or activities in which you have a special interest but may not have been actively involved.

Kenosha County Narcan Distribution Program, Bright Family Beginnings

Do you or have you done business with any part of Kenosha County Government in the past 5 years? Yes ☐ No ☑ If yes, please attach a detailed explanation.

Affiliations: List affiliations in all service groups, public service organizations, social or charitable groups, labor, business or professional organization, and indicate if it was a board or staff affiliation.

NA

Governmental Services: List services with any governmental unit.

NA

Conflict Of Interest: It would be inappropriate for you, as a current or prospective appointee, to have a member of your immediate family directly involved with any action that may come under the inquiry or advice of the appointed board, commission, or committee. A committee member declared in conflict would be prohibited from voting on any motion where "direct involvement" had been declared and may result in embarrassment to you and/or Kenosha County.

Kayla Jane
Signature of Nominee

10/18/2023
Date

Please Return To: Kenosha County Executive
1010 – 56th Street
Kenosha, WI 53140

[redacted]

# Kayla Hove RN, BSN

## CLINICAL NURSE EDUCATOR, INTERIM INFECTION PREVENTIONIST

## Objective

Patient focused, empathetic registered nurse whose passion is ensuring the health and safety of others using extensive knowledge, experience, compassion, and a strong work ethic.

## Education

In-Progress: Estimated Graduation Spring of 2025

**Chamberlain University College of Nursing**
**MS- Nursing**

Dean's List

Graduated December 2022

**Chamberlain University College of Nursing**
**BS- Nursing**

Presidential Honors

Graduated April 2016

**Gateway Technical College**
**Associate Degree of Applied Science- Nursing**

## Honors and awards

Relevant awards, honors, and academic distinguishments.

May 2023

**Froedtert South Riley McDavid Scholarship**
Awarded based on numerous academic accomplishments, extra-curricular activities, and leadership.

March 2023

**Sigma Theta Tau International Honor Society of Nursing**
**494 Phi Pi Chapter**
Inducted in March 2023 for academic excellence.

December 2022

**Bachelor of Science in Nursing- Presidential Honors**
Graduated Summa Cum Laude for maintaining a 4.0 during the entirety of Bachelor of Science Degree.

## Certifications and Licenses

| | |
|---|---|
| Expires: 02/29/24 | **Wisconsin Registered Nurse**<br>**License # 228153** |
| In-Progress | **National Child Passenger Safety Certification** |
| Expires: 07/31/25 | **Basic Life Support (BLS) Provider** |
| Expires: 06/30/2024 | **Advanced Cardiovascular Life Support (ACLS) Provider** |
| Expires: 10/31/2024 | **Pediatric Advanced Life Support (PALS) Provider** |
| Certified 03/20/2023 | **National Institute of Health Stroke Scale Examination** |

## Professional Work Experience

| | |
|---|---|
| 02/2023-Present | **Froedtert South Registered Nurse**<br>Clinical Educator; Interim Infection Preventionist |
| 04/2021-02/2023 | **Froedtert South Registered Nurse**<br>Clinical Informatics Specialist |
| 09/2020-Present | **Gateway Technical College School of Health Registered Nurse**<br>Nursing Lab Assistant |
| 08/2020-04/2021 | **Advocate Aurora Health Registered Nurse**<br>Surgical Services |
| 08/2018-08/2020 | **Froedtert South Registered Nurse**<br>Cardiovascular/Cardiothoracic Surgical Heart Team |
| 04/2016-08/2018 | **Froedtert South Registered Nurse**<br>Emergency Department |
| 09/2011-04/2016 | **United Hospital System ED Tech/Student Nurse Intern**<br>Emergency Department |
| 01/2011-10/2015 | **Town of Salem Fire/Rescue**<br>Volunteer Firefighter, Paid-on-Call Emergency Medical Technician |

## Computer skills

| | |
|---|---|
| Email | **Microsoft Outlook** |
| Applications | **Microsoft Word, Excel, PowerPoint**<br>**WebEx, Tiger Connect, Skype, Epic Information Systems** |
| Devices | **Desktops, Laptops, Headsets, Projectors, Printers, Fax, Copy, Phones** |
| Informatics | **Uploading/downloading files and documents, activating hyperlinks, create desktop icons, use available help functions, sort files, create folders and sub-folders, assure protection of electronic patient health information, Using anti-virus protection software** |

## References

| | |
|---|---|
| Employer/Peer | **Available upon request.** |

# COUNTY OF KENOSHA

**OFFICE OF THE COUNTY EXECUTIVE**
Samantha Kerkman, County Executive

1010 – 56th Street, Third Floor
Kenosha, Wisconsin 53140
(262) 653-2600


# ADMINISTRATIVE PROPOSAL

## COUNTY EXECUTIVE APPOINTMENT 2024-4

### KENOSHA COUNTY BOARD OF HEALTH

TO THE HONORABLE KENOSHA COUNTY BOARD OF SUPERVISORS:

Placing special trust in the judgment and based upon the qualifications thereof, I hereby submit to the Honorable Kenosha County Board of Supervisors for its review and approval the name of

Kenny Harper
Kenosha, WI 53142

to serve on the Kenosha County Board of Health, beginning immediately upon confirmation of the County Board and continuing until the 4th day of February, 2029, or until a successor is appointed by the County Executive and confirmed by the Kenosha County Board of Supervisors.

Kenny Harper will serve without pay.

Kenny Harper will be succeeding himself.

Respectfully submitted this 21st day of January 2023.

Samantha Kerkman
Kenosha County Executive

COUNTY OF KENOSHA
OFFICE OF THE COUNTY EXECUTIVE
SAMANTHA KERKMAN

**APPOINTMENT PROFILE**
**KENOSHA COUNTY COMMISSIONS, COMMITTEES & BOARDS**

(Please type or print)
***Information marked with an * will be redacted before this form is publicly posted.***

Name: KENNY HARPER
First Middle Initial (optional) Last

*Residence Address: [redacted]

Occupation: HARPER TAX & FINANCIAL LITERACY GROUP OWNER
Company Title

*Business Address: [redacted]

*Telephone Number: Residence [redacted] *Business [redacted]

*Daytime Telephone Number: [redacted]

*Email Address: [redacted]

Name of the Commission, Committee or Board for which you are applying:

Board of Public Health

Personal Statement: Please indicate why you believe you would be a valuable addition to the Commission, Committee or Board for which you are applying. If more space is needed, please attach a separate sheet.

My passion for Financial Literacy coinsides with the mission of Public Health

Kenosha County Commissions, Committees & Boards
Appointment Profile - Page 2

Additional Information:

Nominee's Supervisory District: DISTRICT 12

Special Interests: Indicate organizations or activities in which you have a special interest but may not have been actively involved.

Do you or have you done business with any part of Kenosha County Government in the past 5 years? Yes ☑ No ☐ If yes, please attach a detailed explanation.

Affiliations: List affiliations in all service groups, public service organizations, social or charitable groups, labor, business or professional organization, and indicate if it was a board or staff affiliation.
URBAN LEAGUE OF RACINE KENOSHA

Governmental Services: List services with any governmental unit.

Conflict Of Interest: It would be inappropriate for you, as a current or prospective appointee, to have a member of your immediate family directly involved with any action that may come under the inquiry or advice of the appointed board, commission, or committee. A committee member declared in conflict would be prohibited from voting on any motion where "direct involvement" had been declared and may result in embarrassment to you and/or Kenosha County.

Kenny Harper
Signature of Nominee

11/28/2023
Date

Please Return To: Kenosha County Executive
1010 – 56th Street
Kenosha, WI 53140

Revised 7-1-2021

# COUNTY OF KENOSHA

**OFFICE OF THE COUNTY EXECUTIVE**
Samantha Kerkman, County Executive

1010 – 56th Street, Third Floor
Kenosha, Wisconsin 53140
(262) 653-2600


# ADMINISTRATIVE PROPOSAL

## COUNTY EXECUTIVE APPOINTMENT 2024-5

### BROOKSIDE BOARD OF TRUSTEES

TO THE HONORABLE KENOSHA COUNTY BOARD OF SUPERVISORS:

Placing special trust in the judgment and based upon the qualifications thereof, I hereby submit to the Honorable Kenosha County Board of Supervisors for its review and approval the name of

Barbara A. Wisnefski
Kenosha, WI 53144

to serve a three-year term on the Brookside Board of Trustees beginning immediately upon confirmation of the County Board and continuing until the 1st day of January, 2027 or until a successor is appointed by the County Executive and confirmed by the Kenosha County Board of Supervisors.

Ms. Wisnefski will serve without pay but will receive a per diem.

Ms. Wisnefski will be succeeding herself.

Respectfully submitted this 21st day of December, 2023.

Samantha Kerkman
Kenosha County Executive

COUNTY OF KENOSHA
OFFICE OF THE COUNTY EXECUTIVE
SAMANTHA KERKMAN

**APPOINTMENT PROFILE**
**KENOSHA COUNTY COMMISSIONS, COMMITTEES & BOARDS**

(Please type or print)
***Information marked with an * will be redacted before this form is publicly posted.***

Name: Barbara A Wisnefski
First Middle Initial (optional) Last

*Residence Address: [redacted]

Occupation: Retired
Company Title

*Business Address: na

*Telephone Number: Residence [redacted] *Business [redacted]

*Daytime Telephone Number: [redacted]

*Email Address: [redacted]

Name of the Commission, Committee or Board for which you are applying:

Kenosha County Brookside Board of Trustees

Personal Statement: Please indicate why you believe you would be a valuable addition to the Commission, Committee or Board for which you are applying. If more space is needed, please attach a separate sheet.

I have a career long passion for serving the elderly in Kenosha County and WIsconsin. This service (see resume) has been very rewarding and informative. As a Brookside Board member, I have been able to continue, as a retired citizen, to use my expertise to help guide the trustees and managment on important matters for Brookside and Willowbrook Long Term Care (LTC)..

My college degree in Sociology influences my understanding of the larger cultural picture and future needs of LTC. My Gerontology certification helps me to understand the individual elderly needs. As a former business owner, I always realize the financial responsiblilies of the system. I do understand both county and state government restraints and option for LTC..

I consider my work experience at the Divisiion of Aging and Disability as my greatest asset . My career there centered on developing a quality LTC workforce. During my first term on the Brookside Board, I have been able to use my experiences to work with Kenosha County Corporate Council to establish a new independent system for Brookside hairdressers. I also worked with and supported Kenosha County leaders to increase the pay for LTC staff. Workforce wage increases is a very significant reasosn that Brookside and Willowbrook can now maintain a higher level of residents and become profitable again, all while maintaining a high level of quality health care.

My formal education, work experience and leadership skills have made me a valuable trustee on the Brookside Board. I look forward to an appointment to serve a second term.

Kenosha County Commissions, Committees & Boards
Appointment Profile - Page 2

Additional Information:

Please see attach resume/

Nominee's Supervisory District: Kenosha County District 19

Special Interests: Indicate organizations or activities in which you have a special interest but may not have been actively involved.

Kenosha County Long Term Care Workforce Alliance

Do you or have you done business with any part of Kenosha County Government in the past 5 years? Yes ☐ No ☑ If yes, please attach a detailed explanation.

Affiliations: List affiliations in all service groups, public service organizations, social or charitable groups, labor, business or professional organization, and indicate if it was a board or staff affiliation.

St John the Baptist Catholic Church - Trustee, Finance board committee member
Wisconsin Long Term Care Workforce Alliance -- former member
North and South Twin Lakes Reparian Association--Member

Governmental Services: List services with any governmental unit.

none

Conflict Of Interest: It would be inappropriate for you, as a current or prospective appointee, to have a member of your immediate family directly involved with any action that may come under the inquiry or advice of the appointed board, commission, or committee. A committee member declared in conflict would be prohibited from voting on any motion where "direct involvement" had been declared and may result in embarrassment to you and/or Kenosha County.

Signature of Nominee

11/29/2023
Date

Please Return To: Kenosha County Executive
1010 – 56th Street
Kenosha, WI 53140

# BARBARA A. WISNEFSKI

[redacted] [redacted] [redacted]
Kenosha, WI 53144

***I desire to work with others to build an adequate, quality long-term care workforce in Wisconsin.***

## EDUCATION

**University of Wisconsin-Parkside**, Kenosha, WI
BA, Sociology & Interdisciplinary Studies, emphasis in Gerontology, Magna Cum Laude, May 1999.

**Wisconsin Gerontology Institute**, University of Wisconsin-Parkside.
Gerontology Certificate Program, June 1998. Practicum: Hospice Volunteer

## WORK EXPERIENCE

**Kenosha County Aging & Disability Resource Center,**
**Division of Aging Services, Kenosha, WI**

**Long Term Care Workforce Project Coordinator** 1999 - 2011
Contracted employee of Goodwill Industries of Southeast Wisconsin

- Coordinate the efforts of the Kenosha County Division of Aging to improve the retention, recognition and recruitment of the long-term care workforce.
- Provide staff assistance to the Kenosha County Long Term Care Workforce Alliance
- Help stakeholders in identifying structural issues contributing to worker shortages and methods of addressing them.
- Assist long-term care employers to develop and carry out opportunities for increasing the retention of current workers and increasing the pool of qualified applicants
- Disseminate information on recognition and recruitment to employers and the general public.
- Improve the public perception of the importance, commitment and satisfactions of workers delivering hands-on long-term services to the elderly and disabled in Kenosha County
- Organize in-service training for Kenosha County direct care workers and supervisory staff.
- Oversees the collection of data needed to evaluate outcomes of projects and submit end of year reports to Goodwill Industries, as well as, write outcome reports for grants.
- Develop and maintain strong relationships between the project and the Kenosha County Job Center, Gateway Technical College and the Kenosha Unified School-to-Work program

**Owner / Manager**
Home HairCare Services 1977- June, 2002

- Provide cosmetology services at St. Joseph's Nursing Home, Kenosha, WI
- Hired and trained personnel, prepared employee payroll and records
- Interacted with residents, families and coordinated services with nursing home staff

French Doll Beauty Salon 1965 – 1977

- Managing cosmetologist in beauty salon of 10 – 20 employees
- Supervised marketing & public relations
- Evaluated small business goals & trends.

November 30, 2023

## PROFESSIONAL ACTIVITIES

- **Conference Presenter/Speaker** 2000 - 2011
  National Conference, Healthcare in the Heartland , Milwaukee WI.,
  Several state-wide aging and disabilities conferences in
  Madison, Eau Claire, Wisconsin Dells, Tomah, Racine, Milwaukee,
  University of Wisconsin-Parkside Gerontology Conference, Kenosha, WI
- **Member of Nursing Assistant Advisory Board**
  **Gateway Technical College** 1999 - 2011
- **Member of Gerontology Program Steering Committee**
  **University of Parkside** 2000 - 2011
- **Member of WIA grant Advisory Board**
  **Southeast WI DWD and Gateway** 2003 - 2004
- **Member of Commission on Aging, Kenosha County** 1996 - 2000

## REFERENCES AVAILABLE UPON REQUEST

# COUNTY OF KENOSHA

**OFFICE OF THE COUNTY EXECUTIVE**
Samantha Kerkman, County Executive

1010 – 56th Street, Third Floor
Kenosha, Wisconsin 53140
(262) 653-2600


# ADMINISTRATIVE PROPOSAL

## COUNTY EXECUTIVE APPOINTMENT 2024-6

### KENOSHA COUNTY LOCAL EMERGENCY PLANNING COMMITTEE

TO THE HONORABLE KENOSHA COUNTY BOARD OF SUPERVISORS:

Placing special trust in the judgment and based upon the qualifications thereof, I hereby submit to the Honorable Kenosha County Board of Supervisors for its review and approval the name of

Aaron Strom
Somers, WI 53171

to serve a three-year term on the Kenosha County Local Emergency Planning Committee (Group 2 – Fire Services) beginning upon confirmation of the County Board and continuing until the 1st day of February, 2027, or until a successor is appointed by the County Executive and confirmed by the Kenosha County Board of Supervisors.

Mr. Strom will serve without pay. Mr. Strom will be succeeding himself.

Respectfully submitted this 21st day of December, 2023.

Samantha Kerkman
Kenosha County Executive

COUNTY OF KENOSHA
OFFICE OF THE COUNTY EXECUTIVE
SAMANTHA KERKMAN

**APPOINTMENT PROFILE**
**KENOSHA COUNTY COMMISSIONS, COMMITTEES & BOARDS**

(Please type or print)
***Information marked with an * will be redacted before this form is publicly posted.***

Name: Aaron T Strom
First Middle Initial (optional) Last

*Residence Address: [redacted]

Occupation: Village of Somers Fire & REscue Captain of Training
Company Title

*Business Address: [redacted]

*Telephone Number: Residence [redacted] *Business [redacted]

*Daytime Telephone Number: [redacted]

*Email Address: [redacted]

Name of the Commission, Committee or Board for which you are applying:

LEPC

Personal Statement: Please indicate why you believe you would be a valuable addition to the Commission, Committee or Board for which you are applying. If more space is needed, please attach a separate sheet.

Have served on the LEPC for the last few years an served as the LEPC chair for the year of 2023.

Additional Information:

Nominee's Supervisory District: Brian Thomas 5th District

Special Interests: Indicate organizations or activities in which you have a special interest but may not have been actively involved.

Do you or have you done business with any part of Kenosha County Government in the past 5 years? Yes ☐ No ☑ If yes, please attach a detailed explanation.

Affiliations: List affiliations in all service groups, public service organizations, social or charitable groups, labor, business or professional organization, and indicate if it was a board or staff affiliation.

Kenosha County Hazmat Team (Coordinator)

Governmental Services: List services with any governmental unit.

Conflict Of Interest: It would be inappropriate for you, as a current or prospective appointee, to have a member of your immediate family directly involved with any action that may come under the inquiry or advice of the appointed board, commission, or committee. A committee member declared in conflict would be prohibited from voting on any motion where "direct involvement" had been declared and may result in embarrassment to you and/or Kenosha County.

Signature of Nominee

11/03/2023
Date

Please Return To: Kenosha County Executive
1010 – 56th Street
Kenosha, WI 53140

# COUNTY OF KENOSHA

**OFFICE OF THE COUNTY EXECUTIVE**
Samantha Kerkman, County Executive

1010 – 56th Street, Third Floor
Kenosha, Wisconsin 53140
(262) 653-2600


# ADMINISTRATIVE PROPOSAL

## COUNTY EXECUTIVE APPOINTMENT 2024-7

### KENOSHA COUNTY LOCAL EMERGENCY PLANNING COMMITTEE

TO THE HONORABLE KENOSHA COUNTY BOARD OF SUPERVISORS:

Placing special trust in the judgment and based upon the qualifications thereof, I hereby submit to the Honorable Kenosha County Board of Supervisors for its review and approval the name of

Carson Wilkinson
Kenosha, WI 53144

to serve a three-year term on the Kenosha County Local Emergency Planning Committee beginning immediately upon the confirmation of the County Board and continuing until the 1st day of February, 2027 or until a successor is appointed by the County Executive and confirmed by the Kenosha County Board of Supervisors.

Mr. Wilkinson will serve without pay. Mr. Wilkinson will be succeeding himself.

Respectfully submitted this 21st day of December, 2023.

Samantha Kerkman
Kenosha County Executive

COUNTY OF KENOSHA
OFFICE OF THE COUNTY EXECUTIVE
SAMANTHA KERKMAN

**APPOINTMENT PROFILE**
**KENOSHA COUNTY COMMISSIONS, COMMITTEES & BOARDS**

(Please type or print)
***Information marked with an * will be redacted before this form is publicly posted.***

Name: Carson L Wilkinson
First Middle Initial (optional) Last

*Residence Address: [redacted]

Occupation: Retired Fire Chief
Company Title

*Business Address: _____

*Telephone Number: Residence [redacted] *Business None

*Daytime Telephone Number: [redacted]

*Email Address: [redacted]

Name of the Commission, Committee or Board for which you are applying:

LEPC

Personal Statement: Please indicate why you believe you would be a valuable addition to the Commission, Committee or Board for which you are applying. If more space is needed, please attach a separate sheet.

Additional Information:

Member of LEPC in the 1980s and since 2016

Nominee's Supervisory District: 15

Special Interests: Indicate organizations or activities in which you have a special interest but may not have been actively involved.

Do you or have you done business with any part of Kenosha County Government in the past 5 years? Yes ☐ No ☑ If yes, please attach a detailed explanation.

Affiliations: List affiliations in all service groups, public service organizations, social or charitable groups, labor, business or professional organization, and indicate if it was a board or staff affiliation.

Wisconsin Society of Fire Service Instructors - Past President, Kiwanis - Past President in Plymouth, NFPA - past secretary of the NFPA 610 Technical Committee, Racine Fire Bells - President

Governmental Services: List services with any governmental unit.

Kenosha Fire Department 1975-2001 Division Chief/Haz Mat team
Part time water patrol Village of Paddock Lake. EMS Committee Sheboygan County 2003 to 2016. Fire Chief Village of Somers March 2016 to October 2021.

Conflict Of Interest: It would be inappropriate for you, as a current or prospective appointee, to have a member of your immediate family directly involved with any action that may come under the inquiry or advice of the appointed board, commission, or committee. A committee member declared in conflict would be prohibited from voting on any motion where "direct involvement" had been declared and may result in embarrassment to you and/or Kenosha County.

Carson Wilkinson
Signature of Nominee

11/26/2023
Date

Please Return To: Kenosha County Executive
1010 – 56th Street
Kenosha, WI 53140

# COUNTY OF KENOSHA

**OFFICE OF THE COUNTY EXECUTIVE**
Samantha Kerkman, County Executive

1010 – 56th Street, Third Floor
Kenosha, Wisconsin 53140
(262) 653-2600


# ADMINISTRATIVE PROPOSAL

## COUNTY EXECUTIVE APPOINTMENT 2024-8

### KENOSHA COUNTY TRAFFIC SAFETY COMMISSION

TO THE HONORABLE KENOSHA COUNTY BOARD OF SUPERVISORS:

Placing special trust in the judgment and based upon the qualifications thereof, I hereby submit to the Honorable Kenosha County Board of Supervisors for its review and approval the name of

Inspector Joe Labatore
Kenosha Police Department
1000 55th Street
Kenosha, WI 53140

to serve on the Kenosha County Traffic Safety Commission beginning immediately upon confirmation of the County Board and continuing until the 1st day of February, 2027 or until a successor is appointed by the County Executive and confirmed by the Kenosha County Board of Supervisors.

Inspector Labatore will serve without pay. Deputy Chief Labatore will be succeeding Deputy Chief Thomas Hansche.

Respectfully submitted this 21st day of December, 2023.

Samantha Kerkman
Kenosha County Executive

COUNTY OF KENOSHA
OFFICE OF THE COUNTY EXECUTIVE
SAMANTHA KERKMAN

**APPOINTMENT PROFILE**
**KENOSHA COUNTY COMMISSIONS, COMMITTEES & BOARDS**

(Please type or print)
***Information marked with an * will be redacted before this form is publicly posted.***

Name: Joseph David Labatore
First Middle Initial (optional) Last

*Residence Address: [redacted]

Occupation: City of Kenosha Police Department Deputy Chief (effective Feb 1st, 2024)
Company Title

*Business Address: [redacted]

*Telephone Number: Residence [redacted] *Business [redacted]

*Daytime Telephone Number: [redacted]

*Email Address: [redacted]

Name of the Commission, Committee or Board for which you are applying:

Traffic Safety Commission

Personal Statement: Please indicate why you believe you would be a valuable addition to the Commission, Committee or Board for which you are applying. If more space is needed, please attach a separate sheet.

I believe being a part of this committee allows the Kenosha Police Department the ability to review traffic accident data so we can make any recommendations for any changes at intersections and on roadways, which may assit in decreasing the amount, and severity of traffic accidents in the City of Kenosha.

I am looking forward to learn from the many knowledgeable and informed members of this commitee so the Kenosha Police Department can continue to provide the citizens of Kenosha a high level of service and enable them have the safest roadways as possible.

Additional Information:

I am currently in the role of Inspector of Police and have been since 2022. Although I have placed "Deputy Chief" in the title poriton of this application, I will officially be appointed to Deputy Chief of Police on Feb 1st, 2024.

Nominee's Supervisory District: 15

Special Interests: Indicate organizations or activities in which you have a special interest but may not have been actively involved.

Do you or have you done business with any part of Kenosha County Government in the past 5 years? Yes ☐ No ☑ If yes, please attach a detailed explanation.

Affiliations: List affiliations in all service groups, public service organizations, social or charitable groups, labor, business or professional organization, and indicate if it was a board or staff affiliation.

member of the Kenosha County Local Emergency Planning Committee

Governmental Services: List services with any governmental unit.

Conflict Of Interest: It would be inappropriate for you, as a current or prospective appointee, to have a member of your immediate family directly involved with any action that may come under the inquiry or advice of the appointed board, commission, or committee. A committee member declared in conflict would be prohibited from voting on any motion where "direct involvement" had been declared and may result in embarrassment to you and/or Kenosha County.

Joseph Labatore
Signature of Nominee

12/14/2023
Date

Please Return To: Kenosha County Executive
1010 – 56th Street
Kenosha, WI 53140

# COUNTY OF KENOSHA

**OFFICE OF THE COUNTY EXECUTIVE**
Samantha Kerkman, County Executive

1010 – 56th Street, Third Floor
Kenosha, Wisconsin 53140
(262) 653-2600


# ADMINISTRATIVE PROPOSAL

## COUNTY EXECUTIVE APPOINTMENT 2024-9

### APPOINTMENT OF THE KENOSHA COUNTY CHIEF INFORMATION OFFICER

TO THE HONORABLE KENOSHA COUNTY BOARD OF SUPERVISORS:

Placing special trust in the judgment and based upon the qualifications thereof, I hereby submit to the honorable Kenosha County Board of Supervisors for its review and confirmation the name of:

Mr. Michael Bastianelli
1000 55th Street
Kenosha, Wisconsin 53140

to serve as the Kenosha County Chief Information Officer.

Mr. Bastianelli began his career with Kenosha County in 2001 as a contracted PC Technician. In 2008, he was hired into the County position of Systems Analyst & Coordinator and in 2013 promoted to his current position of Application Services Manager. Mr. Bastianelli holds a Bachelor of Arts degree in Computer Science with a Minor in Business Administration and a Project Management Professional (PMP) Certification.

Mr. Bastianelli will be replacing Sean Smith. Mr. Bastianelli will assume the duties of Chief Information Officer effective Tuesday, Jan. 2, 2024, and his appointment will become effective upon confirmation by the Kenosha County Board of Supervisors. He will earn $123,000 annually.

Respectfully submitted this 28th day of December, 2023.

Samantha Kerkman
Kenosha County Executive

# Kenosha County

## BOARD OF SUPERVISORS

**RESOLUTION NO._____**

| | |
|---|---|
| Subject: **REQUEST TO APPROVE THE APPOINTMENT OF MICHAEL BASTIANELLI AS CHIEF INFORMATION OFFICER** | |
| Original **X** Corrected ☐ 2nd Correction ☐ Resubmitted ☐ | |
| Date Submitted: December 27, 2023 | Date Resubmitted: |
| Submitted By: Finance and Administration Committee | |
| Fiscal Note Attached ☐ | Legal Note Attached ☐ |
| Prepared By: Clara-lin Tappa, Director Division of Human Resources | Signature: |

WHEREAS, pursuant to County Executive Appointment 2023-__-__, the County Executive has appointed Michael Bastianelli to the position of Chief Information Officer. This is an appointment; and

WHEREAS, Mr. Bastianelli began his career with Kenosha County in 2001 as a contracted PC Technician. In 2008, he was hired into the County position of Systems Analyst & Coordinator and in 2013 promoted to his current position of Application Services Manager. Mr. Bastianelli holds a Bachelor of Arts degree in Computer Science with a Minor in Business Administration and a Project Management Professional (PMP) Certification; and

WHEREAS, the Finance and Administration Committee of the Kenosha County Board of Supervisors has reviewed the request of the County Executive for confirmation of the above-named to serve as the Chief Information Officer and is recommending to the County Board the approval of the appointment;

NOW, THEREFORE BE IT RESOLVED, that the Kenosha County Board of Supervisors confirms the appointment of Michael Bastianelli as the Chief Information Officer at an annual salary of $123,000. Mr. Bastianelli's appointment shall be made effective Tuesday, January 2, 2024.

Approved by:

| FINANCE/ADMINISTRATION COMMITTEE | Aye | No | Abstain | Excused |
|---|---|---|---|---|
| _____ Terry Rose, Chairman | ☐ | ☐ | ☐ | ☐ |
| _____ Dave Geertsen, Vice Chair | ☐ | ☐ | ☐ | ☐ |
| _____ John Poole | ☐ | ☐ | ☐ | ☐ |
| _____ Erin Decker | ☐ | ☐ | ☐ | ☐ |
| _____ Tim Stocker | ☐ | ☐ | ☐ | ☐ |
| _____ John Franco | ☐ | ☐ | ☐ | ☐ |
| _____ William Grady | ☐ | ☐ | ☐ | ☐ |

# Michael A. Bastianelli

## SKILLS

- Results-driven leader with a proven track record of leading high-performing teams
- Strong fiscal management skills adept with formulating and managing complex capital, operational, and project budgets
- Knowledgeable of cyber security best practices, with a specific emphasis on safeguarding critical applications and data assets
- Experienced with mitigating legal and security risks by crafting and overseeing policies to ensure compliance with regulations such as HIPAA, CJIS, and PCI
- Expert vendor management skills with a specialized focus on contract negotiation and enterprise license management
- Grounded in the best practices and methodologies of Project Management, enabling efficient project delivery and successful outcomes
- Strong customer service based in ITIL with a focus on Change Management and Incident Management
- Knowledgeable with programming languages C++, HTML, .NET, DAX, XML, Java, and SQL

## EMPLOYMENT

**County of Kenosha**, Kenosha, WI 2013-Present

*Application Services Manager*

- Led a dynamic team of developers and system administrators that maintained and expanded the organization's enterprise application portfolio
- Defined and implemented robust internal process controls, enhancing the security, stability, and quality of supported software applications
- Conducted disaster recovery workshops and defined business continuity requirements, ensuring resilience in critical systems
- Modernized the organization's application portfolio by successfully migrating several services from on-premises to cloud-based solutions, achieving improved scalability, mitigating risks, and optimizing resources
- Partnered with the CIO to develop the annual IT budget, aligning resources with strategic objectives
- Transformed Kenosha County's financial management and reporting capabilities through a multi-year ERP upgrade, contributing to a AAA Bond Rating
- Successfully deployed a cloud-based HCM and payroll system, enabling a fully digital open enrollment benefits process, self-service capabilities for employees, paperless payroll processing, online job applications, and full compliance with new regulations, including the Affordable Care Act
- Improved quality of health care for the community through the implementation of new cloud-based Electronic Medical Records systems, meeting the unique needs of public health, detentions, and senior care providers, immediately improving business processes through digital transformation and improved data quality and analytics
- Introduced and enhanced a new tax and land management suite to efficiently handle delinquent property taxes, resulting in streamlined interdepartmental workflows, time savings, and a significant reduction in outstanding delinquent taxes countywide
- Spearheaded the digital transformation of millions of paper document to electronic storage, enabling workflow capabilities, and improved accessibility
- Enhanced customer access to community resources at our Aging and Disability Resource Center through the implementation of an innovative online application leveraging new technology
- Supported economic growth of the local community by leveraging the latest ESRI mapping tools to provide improved access to Kenosha County GIS data, catering to realtors, title companies, land surveyors, and other stakeholders with enhanced functionality, intuitive user interfaces, and mobile-friendly capabilities
- Conducted thorough business analysis across multiple departments, authored and published RFPs, and skillfully negotiated contracts with deliverable-based payment milestones
- Created strategic plans matching IT activities to business needs as part of the IT Leadership team
- Played a pivotal role in drafting county-wide policies to align with and meet compliance requirements, including HIPAA, CJIS, and PCI

**County of Kenosha**, Kenosha WI 2010-2013

*Information Technology Project Coordinator*

- Successfully managed a diverse range of IT projects spanning various sizes and complexity
- Demonstrated in-depth knowledge of state and local government processes, ensuring seamless alignment of technology initiatives with organizational goals
- Leveraged strong communication and interpersonal skills to foster collaboration and build productive relationships with stakeholders, team members, and implementation partners
- Utilized industry best practices in project management, following the PMBOK Guide rigorously, ensuring projects were executed efficiently and effectively

**State of Wisconsin**, Milwaukee, WI 2009-2010

*Information Technology Liaison*

- Coordinated IT-related objectives during the creation of a new services bureau in Milwaukee County
- Developed and documented new processes, procedures, and training material
- Designed and executed workshops to educate employees on new help desk services
- Set up and administered various services such as Call Center Anywhere, Microsoft SharePoint, and Microsoft Active Directory, while also troubleshooting hardware, software, network, and phone issues spanning multiple locations

**County of Kenosha**, Kenosha, WI 2008-2009

*System Analyst & Coordinator*

- Developed and maintained multiple web applications for both internal and external use, accessing data from Microsoft SQL servers and IBM System i
- Extracted property and tax data for various departments and municipalities through SQL queries
- Conducted system administration tasks, including data backup, hardware setup, and performance monitoring, on the IBM System i platform

**TEKsystems**, Kenosha, WI 2001-2008

*PC Technician – Kenosha County*

- Updated and maintained a network of over 1,000 computers, ensuring their optimal performance
- Delivered exceptional customer service by promptly addressing technical issues, delivering effective solutions, and maintaining open and regular communications to ensure customer satisfaction
- Conducted testing, evaluation, and documentation of new hardware and software to maximize the efficiency and reliability of desktop workstations, laptops, and printers
- Facilitated the preparation and deployment of new PCs and orchestrated the seamless movement of PCs

## EDUCATION & CERTIFICATIONS

**Lakeland University**, Sheboygan, WI 2006-2008

*Major: Computer Science, Minor: Business Administration*

Bachelor of Arts – Honors: Magna cum Laude

**Gateway Technical College**, Kenosha, WI 2000-2006

*Major: Computer Science*

Associate degrees: CIS Micro-Computer Specialist (2005) and CIS Computer Programmer/Analysis (2006)

**Bradford High School**, Kenosha, WI 1996-1999

**Project Management Professional (PMP)** 2024

**Information Technology Infrastructure Library (ITIL) Foundation** 2011

# COUNTY OF KENOSHA

**OFFICE OF THE COUNTY EXECUTIVE**
Samantha Kerkman, County Executive

1010 – 56th Street, Third Floor
Kenosha, Wisconsin 53140
(262) 653-2600


# ADMINISTRATIVE PROPOSAL

## COUNTY EXECUTIVE APPOINTMENT 2024-10

### KENOSHA COUNTY COMMISSION ON AGING AND DISABILITY SERVICES

TO THE HONORABLE KENOSHA COUNTY BOARD OF SUPERVISORS:

Placing special trust in the judgment and based upon the qualifications thereof, I hereby submit to the Honorable Kenosha County Board of Supervisors for its review and approval the name of:

Cathi McCutchan
Kenosha, WI

to serve on the Kenosha County Commission on Aging and Disability Services beginning immediately upon confirmation by the County Board and continuing until the 31st day of December 2026 or until a successor is appointed by the County Executive and confirmed by the Kenosha County Board of Supervisors.

This is a new appointment. Ms. McCutchan will serve without pay.

Respectfully submitted this 11th day of January 2024.

Samantha Kerkman
Kenosha County Executive

COUNTY OF KENOSHA
OFFICE OF THE COUNTY EXECUTIVE
SAMANTHA KERKMAN

**APPOINTMENT PROFILE**
**KENOSHA COUNTY COMMISSIONS, COMMITTEES & BOARDS**

(Please type or print)
***Information marked with an * will be redacted before this form is publicly posted.***

Name: Cathi McCutchan
First Middle Initial (optional) Last

*Residence Address: [redacted]

Occupation: _____
Company Title

*Business Address: _____

*Telephone Number: Residence [redacted] *Business _____

*Daytime Telephone Number: [redacted]

*Email Address: [redacted]

Name of the Commission, Committee or Board for which you are applying:

Commission on Aging and Disability Services

Personal Statement: Please indicate why you believe you would be a valuable addition to the Commission, Committee or Board for which you are applying. If more space is needed, please attach a separate sheet.

My qualifications for advocating for people with disabilities is fourfold: as the parent of young adults with disabilities; as a caregiver navigating county, state and federal social service programs; as a former professional working in the mental health field; and as a part-time caregiver for my mother-in-law during her course through moderate to terminal dementia. As a consumer/caregiver I have gone through the process from initial requests for assistance through formal complaint processes. I' m keenly aware of some of the obstacles facing people with disabilities and seniors. I have been active in legislative advocacy in general since 1990 and disability advocacy specifically since 2014. I appreciate opportunities to collaborate on complex issues to address obstacles and suggest improvements as part of creative problem-solving and resource sharing. I enjoy researching and writing. I am passionate about learning from people with disabilities and removing barriers wherever possible.

Additional Information:

Nominated by Brian Hopkins

Nominee's Supervisory District: 2

Special Interests: Indicate organizations or activities in which you have a special interest but may not have been actively involved.

Down Syndrome Assn of WI (DSAW); IRIS Advocacy

Do you or have you done business with any part of Kenosha County Government in the past 5 years? Yes ☐ No ☑ If yes, please attach a detailed explanation.

Affiliations: List affiliations in all service groups, public service organizations, social or charitable groups, labor, business or professional organization, and indicate if it was a board or staff affiliation.

Parent member of Western Kenosha County Special Olympics; Former member of the American Dance Therapy Association (ADTA); Parent member of KUSD Transformation Plan Strategic Planning Committee (2012) and KUSD Math Curriculum Committee (2014); YWCA representative on interdisciplinary, intra-agency Homeless Coalition in Portland, ME (2002)

Governmental Services: List services with any governmental unit.

Worked as Administrative Analyst at University of California, Los Angeles (1988-1997); supporting Chief of Staff, logistics for UC Board of Regents meetings and special projects

Conflict Of Interest: It would be inappropriate for you, as a current or prospective appointee, to have a member of your immediate family directly involved with any action that may come under the inquiry or advice of the appointed board, commission, or committee. A committee member declared in conflict would be prohibited from voting on any motion where "direct involvement" had been declared and may result in embarrassment to you and/or Kenosha County.

Cathy McCartel

Signature of Nominee

12/13/2023

Date

Please Return To: Kenosha County Executive
1010 – 56th Street
Kenosha, WI 53140

Cathi McCutchan
[redacted] Kenosha, WI 53143

EDUCATION:

*Bachelor of Arts* University of Michigan
Ann Arbor, MI (Major: English Literature, Minor: Psychology & Dance)

*Master of Arts* University of California, Los Angeles
LA, CA (Dance/Movement Therapy, Mental Health Counseling)

TRAINING AND ADVOCACY:

*WI BPDD* Wisconsin Board for People with Developmental Disabilities; Completion of Partners in Policymaking Program in 2014

*WATG GAC* Parent member of Governmental Affairs Committee of the Wisconsin Association for Talented & Gifted; advocacy focus on 2e students (Gifted with Disabilities) starting in Fall 2021

*WPEN* WI Public Education Network Webinar series, Public School Legal Issues, Fall 2023

WORK EXPERIENCE:

*Mental Health Counselor/Dance Movement Therapist* (Individual, Couples, Family, Group counseling)

- Lutheran Social Services; Homme Youth and Family Programs, Serenity Program Residential Treatment Center for Adolescent Girls in Stoughton, WI and LSS/New England program for Adults with Developmental Disabilities in Portland, ME
- Hancock Center for Creative Arts Therapies; In-School Grant program focusing on at-risk students and proactive strategies to prevent bullying; Participate in IEP meetings; Madison, WI
- Vista Del Mar Child & Family Services; Day School & Residential Treatment Center for Children; Los Angeles, CA
- YWCA; Substance Abuse Counseling and Case Management at Women's Homeless Shelter & Community Services; Portland, ME
- Family Intervention Counseling Services; Family and Substance Abuse Counseling, Lewiston, ME

*Research Assistant*

- Hancock Center for Creative Arts Therapies; assisting Rena Kornblum in development, research and initial drafts of her published book, "*Disarming the Playground: Violence Prevention Through Movement and Pro-Social Skills*" (book development 1997-1999; publication date 2002)
- Elsevier Publishing; Freelance Editor, "News and Notes" section in *The Arts in Psychotherapy: An International Journal* (2001-2016)

*Executive Assistant & Logistics*

- UCLA, Office of the Chancellor; Executive Assistant to the Chief of Staff; Special Events Coordinator; Chancellor's Liaison to Emergency Planning Committee; Director of the Administrative Resource Center, Los Angeles, CA
- RMT, Inc. Environmental Engineering; Office of the President and Special Assistant to Marketing Director
- Raising Readers Early Childhood Literacy grant program, MaineHealth; Portland, ME

*Professional/Parenting experience with the following disability areas*

ABA, Autism, Communication disorders and AAC, Dementia, Diabetes, Down syndrome, Dual Diagnoses, Executive Functioning deficits, Food Allergies, Learning disorders, Mood disorders, Personality disorders, PTSD, Substance Abuse

# KENOSHA COUNTY
## BOARD OF SUPERVISORS

**Resolution No. _____**

| Subject: **A Resolution in Support of an Intergovernmental Agreement Pertaining to the Application by the Menominee Indian Tribe of Wisconsin to the Bureau of Indian Affairs to Place Approximately 59.19 Acres Located in the City and County of Kenosha in Trust for the Menominee Indian Tribe of Wisconsin for the Purpose of Conducting Class III and Class II Gaming** | |
|---|---|
| Original [ x ] Revised [ ] 2nd Correction [ ] Resubmitted [ ] | |
| Date Submitted: 11/09/23 | Date Resubmitted: |
| Submitted by: Finance and Legislative Committees | |
| Fiscal Note Attached [ ] | Legal Note Attached [ ] Agreement |
| Prepared by: Joseph Cardamone, Corporation Counsel | Signature: |

WHEREAS, the Menominee Indian Tribe of Wisconsin intends to apply to the Federal Bureau of Indian Affairs to have approximately 59.19 Acres of Land located in the City and County of Kenosha placed into Trust for the Menominee Indian Tribe of Wisconsin for the Purpose of Conducting Class III and Class II Gaming, and whereas, the Tribe and the Authority have sought the County's support for placing this land into trust; and

WHEREAS, the Tribe is authorized to conduct Gaming in the State of Wisconsin under the terms of the Wisconsin Gaming Compact of 1992, as amended; and

WHEREAS, the Tribe, through its Authority, may only conduct Gaming at the Kenosha Facility if it is placed into Federal Trust through application and approval by the Federal Bureau of Indian Affairs (the B.I.A.); and

WHEREAS, as part of the application process, the impact [including loss of tax revenues as well as financial contributions in support of local government] of the establishment of such a gaming operation on the surrounding community must be addressed along with efforts to address such impacts; and

WHEREAS, the Menominee Indian Tribe of Wisconsin, the Menominee Indian Gaming Authority, which was created by the Tribe for the purpose of operating such gaming operation, and the County of Kenosha have negotiated and proposed the attached Intergovernmental Agreement that supports placing the above

described lands into trust for the Menominee Indian Tribe for the purposes stated and in accordance with the development proposed by the Tribe which further addresses the impact of such a gaming operation and development on the surrounding community including any loss in tax revenues due to such lands being placed into trust as well as financial support for local government operations as authorized by Federal law and which agreement would further state the rights and obligations of the parties to the agreement; and

WHEREAS, the Support Payments are offered by the Tribe and Authority in recognition of the demand for the complete range of municipal services offered by the County, the new improvements to the infrastructure necessitated by the expanded activity in the vicinity of the Kenosha Facility, the accelerated maintenance and depreciation of community-wide infrastructure from such expanded activity, the mitigation of the cost of economic, social and other impacts arising out of gaming activities and the revenues lost from the loss of taxable development on the Kenosha Facility; and

WHEREAS, the attached Intergovernmental Agreement includes a proposed agreement by and between the County of Kenosha and the Tribe and Authority relative to the imposition of a Tribal Sales Tax on certain sales on Indian trust lands that would otherwise be exempt from the State and County sales tax; and

WHEREAS, revenues received by the County pursuant to this agreement would be utilized by the County to fund general infrastructure projects that would benefit both the Tribe and County;

NOW THEREFORE BE IT RESOLVED that the Kenosha County Board of Supervisors approves of the execution of the Intergovernmental Agreement between the Menominee Indian Tribe of Wisconsin, the Menominee Indian Gaming Authority and the County of Kenosha, including the agreement by and between the County of Kenosha and the Tribe and Authority relative to the imposition of a Tribal Sales Tax and further that it supports the application of the Menominee Indian Tribe of Wisconsin to place approximately 59.19 Acres of Land Located in the City and County of Kenosha, Wisconsin into Trust for the Menominee Indian Tribe of Wisconsin for the Purpose of Conducting Class III and Class II Gaming,; and

BE IT FURTHER RESOLVED that the County Clerk is directed to send a certified copy of this Resolution to the Bureau of Indian Affairs, Tribe and Authority and the Governor of the State of Wisconsin.

Respectfully Submitted by:

Legislative Committee

| | Aye | Nay | Abstain | Excused |
|---|---|---|---|---|
| Brian Thomas, Chair | ☒ | ☐ | ☐ | ☐ |
| John Poole, Vice-Chair | ☐ | ☐ | ☐ | ☒ |
| Amanda Nedweski | ☒ | ☐ | ☐ | ☐ |
| Jeff Wamboldt | ☒ | ☐ | ☐ | ☐ |
| Andy Berg | ☒ | ☐ | ☐ | ☐ |
| Daniel Gaschke | ☐ | ☒ | ☐ | ☐ |
| Monica Yuhas | ☐ | ☒ | ☐ | ☐ |

Finance/Administration Committee

| | Aye | Nay | Abstain | Excused |
|---|---|---|---|---|
| Terry Rose, Chair | ☐ | ☒ | ☐ | ☐ |
| Dave Geertsen, Vice-Chair | ☒ | ☐ | ☐ | ☐ |
| John Poole | ☒ | ☐ | ☐ | ☐ |
| Erin Decker | ☒ | ☐ | ☐ | ☐ |
| Tim Stocker | ☐ | ☒ | ☐ | ☐ |
| John Franco | ☒ | ☑ | ☐ | ☐ |
| William Grady | ☒ | ☑ | ☐ | ☐ |

**INTERGOVERNMENTAL AGREEMENT**

This INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into this [DATE] day of [MONTH], 2024~~3~~ in Kenosha, Wisconsin, by and between the MENOMINEE INDIAN TRIBE OF WISCONSIN (the "Tribe"), a federally recognized Indian tribe, whose reservation is located within the State of Wisconsin, the MENOMINEE KENOSHA GAMING AUTHORITY (the "Authority"), a tribal gaming business chartered on September 16, 1999 by the Tribe, the COUNTY OF KENOSHA (the "County"), a quasi - municipal corporation in the State of Wisconsin, where the Tribe proposes to acquire lands located within the County to be held in trust by the United States Government ("Proposed Trust Land") for the purpose of conducting gaming thereon pursuant to the Indian Gaming Regulatory Act, 25 U.S.C. Sections 2701 et seq. (the "IGRA").

WHEREAS, the Tribe and the State of Wisconsin (the "State") have entered into that certain Menominee Indian Tribe of Wisconsin and State of Wisconsin Gaming Compact of 1992 (the "Compact"); and

WHEREAS, the Tribe and the State have entered into amendments to the Compact ("Compact Amendments") that have, among other things, extended the original term of the Compact;

WHEREAS, the Compact Amendments provide for the payment of monies by the Tribe to the State; and

WHEREAS, the Compact Amendments include a Memorandum of Understanding regarding government-to-government matters, in which the Governor of Wisconsin (the "Governor") agreed to undertake his best efforts within the scope of his authority to assure that the payments made to the State under the Compact Amendments will be expended upon, among other things, economic development initiatives in regions around tribal casinos and promotion of tourism within the State; and

WHEREAS, the Tribe has identified certain lands which are fully described in the legal description attached as Exhibit A hereto ("Proposed Trust Land" or "Trust Land") and incorporated herein and are further delineated in the map attached as Exhibit B and incorporated herein within the County that it proposes to purchase, and on which it intends to conduct Class III gaming, as well as Class II gaming at a future date, as defined in the IGRA, at a facility for such purposes (the "Kenosha Facility"); and

WHEREAS, the Tribe intends to apply to the United States Department of Interior (the "Department") to place the Proposed Trust Land described in Exhibits A and B into Federal Trust pursuant to 25 U.S.C. § 5108 and use these lands for gaming purposes pursuant to 25 U.S.C. § 2719(b) (the "Federal Trust Application"); and

WHEREAS, the approval of the Secretary of the Interior (the "Secretary") of the Federal Trust Application requires the consent of the Governor, pursuant to 25 U.S.C. § 2719(b)(1), and includes consultation with local governments concerning the effects of removing the subject property from the tax rolls and the impact the Kenosha Facility will have on the County; and

WHEREAS, the support of local government is important to the development of a cooperative intergovernmental relationship vital to the ongoing development the Tribe and the Authority propose; and

WHEREAS, the County has the obligation to protect the health, welfare, and economic vitality of the community it represents, including by ensuring that social, economic, and environmental impacts of development projects are properly mitigated and the increased demands on County resources are sufficiently funded; and

WHEREAS, IGRA permits the use of tribal gaming revenues to support the operations of local government and for charitable organizations under 25 U.S.C. § 2710(b)(2); and

WHEREAS, the Tribe and the Authority recognize that upon acquisition of the

Proposed Trust Land into Federal Trust, the County will suffer the permanent loss of revenue from taxes that would otherwise apply to the property and any activities taking place thereon, which will negatively impact all taxpayers in the County; and

WHEREAS, the Tribe and the Authority recognize that the acquisition in Federal Trust of the Proposed Trust Land and the conduct of gaming under IGRA will have the following impacts: the County will be deprived of tax revenues, there will be an increase in demand for County services; there will be additional burdens on the County infrastructure; there will be economic, social and other impacts stemming from the effect of gaming activities; and the County will be deprived of revenues from future development on the Proposed Trust Land; and

WHEREAS, the County requires additional financial resources to provide for the increased demand for a complete range of municipal services which has been requested by the Tribe and the Authority in order to facilitate the conduct of Class II and Class III gaming at the Kenosha Facility as provided in Section I (A), to provide new improvements to infrastructure necessitated by the expanded activity in the vicinity of the Kenosha Facility, to provide for the accelerated maintenance and depreciation of community-wide infrastructure resulting from such expanded activity, to mitigate the cost of economic, social and other impacts arising out of gaming activities and to mitigate the revenues lost from the loss of taxable development on the Federal Trust Land; and

WHEREAS, in accordance with IGRA and Section 66.0301 of the Wisconsin Statutes, the Tribe, acting through the Authority, has agreed to make certain payments to the County in recognition of the demand for the complete range of municipal services, the new improvements to the infrastructure necessitated by the expanded activity in the vicinity of the Kenosha Facility, the accelerated maintenance and depreciation of community-wide infrastructure from such expanded activity, the mitigation of the cost of economic, social, and other impacts arising out of gaming activities and the revenues lost from the loss of taxable development on the Proposed Trust Land; and

WHEREAS, the County has entered into this Agreement in reliance on the Authority's charter, enacted September 16, 1999 (the "Charter") (including, but not limited to, Section 10 of the Charter); and

WHEREAS, in order to respect and accommodate orderly and appropriate development on the Proposed Trust Land at the Kenosha Facility, the Tribe acknowledges its obligations to abide by State building and other codes as provided in Section XIV.C. of the Compact and the Tribe and the Authority have adopted certain ordinances enumerated in Exhibit C;

NOW, THEREFORE, in consideration of the foregoing, the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Tribe, the Authority, and the County agree as follows:

**SECTION 1. Commitments of the County**

**A. Provide Services.** The County shall provide to the Kenosha Facility such services as are usually and customarily provided by the County to other commercial enterprises, including, but not limited to law enforcement, street and highway maintenance and plowing, social services, public safety dispatch services. Nothing in this Agreement commits the County to providing services to the Property currently provided by the City of Kenosha.

**B. Support Federal Trust Application.** In consideration for the benefits accruing to the County under this Agreement, and only as specifically set forth herein, the County, upon request of the Tribe, agrees to support the Federal Trust Application, by resolution of its governing body and by letter from its Chief Executive Officers, consistent with this Agreement.

**C. Support Compact Amendments.** In consideration for the benefits accruing to the County under this Agreement, and only as specifically set forth herein, the County, upon request of the Tribe, agrees to support, by resolution of its governing body and by letter from its Chief Executive Officers, the Tribe's efforts to secure those amendments to the Compact which are necessary to effectuate the operation of the Kenosha Facility, consistent with this Agreement.

**D.** **Exclusive Class III Gaming.** The County shall not endorse, by resolution of its governing body or by letter from its Chief Executive Officers, the establishment of any other Class III or casino-style gaming facility, for so long as the Tribe and the Authority conducts Class III gaming at the Kenosha Facility. Additionally, in the event casino-style gaming is legalized in Wisconsin, the County, to the extent authorized by law, shall not license or permit any establishment to conduct Class III or casino-style gaming unless by agreement of the parties to this Agreement. Nothing in this Section 1.D. shall prohibit the County from continuing to license establishments whose primary business is to sell alcohol beverages that may also conduct casino-style gaming.

**E.** **No County Enactments to Impair Agreement.** The County shall not enact any ordinance that impairs the obligations of this Agreement without the written consent of the Tribe or the Authority.

**F.** **County Support Contingent on Validity of Agreement.** The County's support for the Federal Trust Application is contingent on the determinations set forth in Section 21. Submission of Agreement to the Secretary of the Interior and the National Indian Gaming Commission. In the event that the Secretary of the Interior or the National Indian Gaming Commission (NIGC) withhold an approval required under federal law or determines that the any provision of this Agreement violates IGRA or is otherwise impermissible under any federal, state, or tribal law, or refuses to confirm its validity under such authorities, the Parties agree that the County shall not support the Federal Trust Application and in the absence of the mitigation provided herein, the County has concluded that the Trust Acquisition and the Kenosha Facility will be detrimental to the surrounding community.

**SECTION 2. Commitments of the Tribe and the Authority**

**A.** **Payments to Support Local Government Operations.** In exchange for the commitments of the County under Section 1 of this Agreement, the Authority shall make the following payments as hereinafter provided to the County.

1) **Net Win Payment.** For purposes of Section 2.A., "Net Win" means the total amount wagered on gaming less the amounts paid out as prizes (including the cost of non-cash prizes), which shall mean any personal property distributed to a Kenosha Facility patron as a result of a specific legitimate wager at the Kenosha Facility.

Commencing with the establishment of the Federal Trust Land, the Authority shall pay to the County one (1) percent of Net Win for each period of time beginning on January 1 through and including December 31 (a "Calendar Year"). Commencing Calendar Year Nine, the Authority shall increase the payment stated above by 0.33 percent of Net Win so that the payment would be 1.33% of Net Win.

The Triggering Event for the purposes of this subsection shall be:

During Calendar Year Twenty and at each succeeding ten (10) year interval thereafter, the parties to this Agreement shall meet and discuss whether Payments should be increased. Such a meeting of the parties to this Agreement shall occur on or before March 1 of Calendar Year Twenty and at each succeeding ten (10) year interval thereafter.

Payments to be made by the Authority to the County under this Section 2(A)(l) shall be made in quarterly installments, with such quarters designated as January through March; April through June; July through September; and October through December, respectively, of each Calendar Year. Such quarterly payments shall be made within thirty (30) days following the last day of the quarter for which payment is due.

2) **Minimum Payment.** In order to ensure that the Authority makes a payment to the County adequate to support the operations of local government, a minimum annual payment shall be paid to the County in any Calendar Year when the payments under Section 2.A.l. of this Agreement are less than the payments described in Section 2.A.2. of this Agreement.

A minimum annual payment of $50,000 dollars shall be due and payable to the County in Calendar Years One and Two. If the acquisition of the Proposed Trust Land in

Federal Trust occurs after January 1 of Calendar Year One, such minimum annual payment shall be prorated, with such minimum annual payment equaling a minimum annual payment of $50,000 dollars multiplied by a fraction, the numerator of which shall be the total number of days beginning with the date of the acquisition of the Proposed Trust Land in Federal Trust plus the number of days remaining in Calendar Year One, and the denominator of which is Three Hundred Sixty-Five.

Beginning with Calendar Year Three, and continuing through and including Calendar Year Eight, a minimum payment of $500,000 dollars shall be due.

Beginning with Calendar Year Nine and continuing thereafter, a minimum annual payment shall be due of $1,000,000 dollars, adjusted by multiplying such payment by a fraction, the numerator of which shall be the Consumer Price Index for All Urban Consumers, All Items, U.S. City Average, as published by the Bureau of Labor Statistics of the U.S. Department of Labor ("DOL"), 1982-1984 Base equals One Hundred ("CPI-U"), published for January of the Calendar Year in which such adjustment is made, and the denominator of which is the CPI-U published for the month of January for Calendar Year Nine.

Should DOL discontinue the publication of the CPI-U, or publish the same less frequently, or alter the same in some other manner as to make it unworkable under this Section 2.A.2., the parties to this Agreement shall agree on and shall adopt a substitute index or procedure which reasonably reflects and monitors consumer prices.

**3) When Minimum Payment Due and Payable.** After the close of each Calendar Year, the Authority shall determine the sum of quarterly payments of Net Win made or to be made to the County under Section 2.A.l. for that Calendar Year and compare such sum to the minimum annual payment under Section 2.A.2. for that Calendar Year.

If the sum of the quarterly payments of Net Win under Section 2.A.l. exceeds the minimum annual payment under Section 2.A.2., no minimum annual payment shall be

made under this Section 2.A.3. If the sum of the quarterly payments of Net Win under Section 2.A.l. are less than the minimum annual payment under Section 2.A.2. for that Calendar Year, the difference between such minimum annual payment under Section 2.A.2. and Net Win payments under Section 2.A.l. shall be paid to the County within forty-five (45) days of the end of that Calendar Year.

An illustrative example of when such minimum annual payment is due appears in Exhibit D.

**4) Audit/Certification.** For the convenience of the parties to this Agreement and to facilitate the implementation of Section 2 of this Agreement, the Tribe and the Authority agree that the fiscal year of the Authority for the Kenosha Facility shall be a Calendar Year.

Prior to the close of each Calendar Year, the Authority shall engage a firm of independent Certified Public Accountants ("CPA Firm") that maintains a gaming-related contractor certificate or temporary gaming-related contractor certificate issued by the Wisconsin Department of Administration, to audit the books and records of the Authority's operations at the Kenosha Facility. The Authority shall provide an audit that shall include separate calculations of Net Win for each type of game conducted at the Kenosha Facility. The audit shall show the reserve account balance provided in Section 2.A.10. of this Agreement. The audit shall be conducted in accordance with the most recent version of The American Institute of Certified Public Accountants Casino Auditing Guide.

The audit contemplated under this Section 2.A.4. shall be completed within one hundred twenty (120) days of the close of a Calendar Year. Within thirty (30) days of the completion of the audit, the Authority shall forward copies of the audit and any opinions and/or verifications/certifications of the CPA Firm described herein to the County. In the event that such audit and such opinions and/or verifications/certifications described herein are not submitted to the County within one hundred eighty (180) days of the close

of a Calendar Year, the County may, at the expense of the Authority, perform the audit. In the event that such audit is initiated, the Authority shall fully cooperate, including providing access to all books and records of the Tribe's gaming operations to the CPA Firm retained by the County.

If the audit shows that the prior quarterly payments to the County under Section 2.A.l. of this Agreement were less than the quarterly payments that should have been paid to the County under the audit as a result of a revised Net Win figure, the Authority shall, within 60 days after receipt of the audit, make a separate payment to the County of the difference between such amounts. If the audit shows that the Authority paid more in prior quarterly payments under Section 2.A.l. of this Agreement than the revised Net Win figure reflected in the audit, the Authority shall provide an invoice showing the difference between such amounts to the County for payment by the County.

**5) Payment of Property Taxes.** Property taxes due on any real estate or personal property are assessed against the owner of such property based on ownership existing on January 1 of any Calendar Year (the "Determination Date"). In the event that a sale of the Kenosha Facility to the Tribe or the Authority does not occur on the Determination Date, the Tribe and the Authority agree to collect from the seller of the Kenosha Facility property taxes (real and personal) due for the period beginning on the Determination Date to and including the date of closing of such sale, and forward to the County such monies collected within fifteen (15) days after the closing of such sale.

**6)** Payment for Specific Purposes. In Calendar Years 9 through 12, the Authority shall annually pay to the County $650,000 annually. The County shall use these funds for debt service related to the construction of a new human services building

**7) Responsible Gaming.** In any Calendar Year that the Tribe and the Authority conduct gaming in Kenosha and for which the County has appropriated funds specifically for the assessment and treatment of problem gamblers, the Authority shall pay to the County, as a match, an amount equal to the County's appropriation. The

Authority's commitment under this subsection (7) is limited to a total payment to the County of Seventy-Five Thousand Dollars ($75,000). Payment shall be made within ninety (90) days of the date of appropriation, or ninety (90) days after commencement of gaming, whichever is later. If any funds appropriated by County or provided by the Authority under this subsection (7) are intentionally used for any purpose other than the assessment and treatment of problem gamblers without the express prior written consent of the Authority, the County shall pay to the Authority an amount equal to three (3) times the amount of the infraction. The Authority shall have no duty to match any appropriation of the County in any year where one hundred fifty thousand ($150,000) dollars or more of payments from the Authority are carried over from the previous fiscal year(s).

**8) Where Payments to be Made**. The Authority shall make all payments due under Section 2(A) of this Agreement to the County of Kenosha, *Attention*:

County Treasurer, Administration Building
1010 56th Street
Kenosha, WI 53140-3738

**9) Interest on Late Payments**. Interest on any late payment due under Section 2(A) of this Agreement shall accrue at the rate of one and one- half (1.5%) percent per month on the unpaid balance due until paid in full. Any partial payments of the unpaid balance due shall first be applied to accrued interest with the remainder, if any, next applied to the unpaid balance.

**10) Authority to Maintain Reserve.** The Authority shall maintain as a reserve account a sum of money equal to the minimum annual payment under Section 2.A.2. for the current Calendar Year.

**B. Charitable Contributions.** The Authority shall establish a charitable contributions policy to govern donations by the Authority and/or the Tribe to charities in the County. Within ninety (90) days after the Federal Trust Land is established, the Authority will

create a committee to draft and implement such a policy, with consultation from citizens who reside in the County sought by the Authority from time to time. Pursuant to this charitable contributions policy the Authority, within the first 12 Calendar Years, shall pay a minimum of $850,000 to charitable organizations addressing the cultural and charitable needs in the County of Kenosha. The Parties agree that any payment to such charitable organizations made by an entity contracted to manage the Kenosha Facility shall be deemed a payment by the Authority for the purposes of this provision.

C. **Responsible Gaming Program.** The Tribe and the Authority recognize that problem gambling has a disruptive effect on affected individuals, families, and the community. In order to combat such problem gambling in Kenosha County, the Authority will create and implement a detailed, responsible gaming policy within ninety (90) days after the Proposed Trust Land is acquired in trust. In creating such a policy, the Authority will review the policies of other casino operators throughout the United States and seek the advice of the Wisconsin Council on Problem Gambling and the Kenosha County Department of Health & Human Services. The Authority's responsible gaming policy will include: (a) provision of financial support for the Wisconsin Council on Problem Gambling and other problem gambling organizations that provide problem gambling services in Kenosha County; (b) development of brochures, pamphlets, videos, and other materials for the purpose of promoting responsible gambling, including establishment of a help line at the Kenosha Facility; (c) cooperation with local area media to promote awareness of problem gambling; (d) institution of self-limitation policies; (e) institution of self-exclusion policies; (f) institution of exclusion policies; (g) training for all employees on the issue of problem gambling, including education of employees of the nature of problem gambling, how to recognize such behavior and resources available to help problem gamblers; (h) sponsorship and support for problem gambling conferences and workshops; (i) prohibition of underage gambling, including identification of gambling customers display and advertisement of legal age to gamble, heightening awareness of customer responsibility when bringing children to the Kenosha Facility and working with educational

institutions and other local organizations to raise awareness of problem gambling; and (j) prohibition on gambling by employees of the Kenosha Facility.

**D. County Official Employment Prohibition.** The Tribe and the Authority shall not employe the County Executive, a County Board Supervisor, or the Chief of Staff, who occupy those positions on the date this Agreement is executed, while in office or while employed by the County in any of the aforementioned capacities or for two years following the completion of the person's term of office or termination of County employment.

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**D.E. Law Enforcement.** The Tribe and the Authority acknowledge that Public Law 280, 67 Stat. 588 ("PL 280") applies to the Kenosha Facility. PL 280 grants jurisdiction over criminal and certain civil matters to the State of Wisconsin. The State of Wisconsin has delegated some of this jurisdiction to the County. The Tribe and the Authority recognize and acknowledge the jurisdiction of the County over criminal offenses that occur on the Federal Trust Land. The Tribe and the Authority acknowledge that each has adopted those ordinances referenced in Section 2(I) of this Agreement and agree to enforce all such ordinances adopted pursuant to this Agreement.

**E.F. Public Health and Safety Standards for Building, Electrical Wiring, Fire Prevention, Plumbing, and Sanitation.** According to Section XIV(C) of the Compact, the public health and safety standards for public buildings, electrical wiring, fire prevention, plumbing and sanitation set forth in the Wisconsin Statutes Chapter 101 and Wisconsin Administrative Code Chapters, including but not limited to, chs. SPS 314 (Fire Prevention); 316 (Electrical); 328 (Smoke Detectors and Carbon Monoxide Detectors); 366 (Existing Buildings); 377 (Theaters and Assembly Halls); and 381-387 (Plumbing), including any amendments thereto, shall be directly applicable to the Kenosha Facility, except that the terms of the Compact and this Agreement shall provide exclusive remedies for non-compliance with such standards. At the time of closing of any financing that the Tribe or the Authority undertakes for purposes of purchasing or developing the Kenosha Facility, the Authority shall pay to the County all building permit fees as would be applicable to such a development on fee simple lands.

~~F.~~G. **Inspections.** According to Section XIV(B) of the Compact, the Tribe and the Authority shall engage a state certified inspector to conduct inspections of the Kenosha Facility on a periodic, but not less than annual, basis. The Tribe and the Authority shall promptly repair or correct any and all instances of non-compliance with the requirements of Sections 2.G. and 2.I. of this Agreement. The Tribe and the Authority shall submit the inspector's report to the Wisconsin Department of Administration, with a copy to the County, within thirty (30) days of receipt and include any corrective action to be implemented.

~~G.~~H. **Tribe and Authority to Adopt Certain Ordinances.** The Tribe and the Authority have adopted certain ordinances, which are substantially similar to those of the County, as are enumerated in Exhibit C.

~~H.~~I. **No Tribal or Authority Enactments to Impair Agreement.** As provided in Section XXXVI.A.2 of the Compact, the Tribe and the Authority shall enact no law nor shall any Tribal or Authority official or employee act in any manner to impair the obligations of this Agreement without the written consents of the County.

~~I.~~J. **Maintenance of Charter of Authority.** The Tribe and the Authority agree not to amend or change any provision of the Charter of the Authority without the consent of the County. This Agreement is made in reliance on Section XXXVI.A.3 of the Compact and Section 10 of the Charter of the Authority.

~~J.~~K. **Air/Water Quality.** The Tribe and the Authority may have authority and rights under federal, state, or tribal law to enact or promulgate regulations or standards concerning air quality, water quality, or any other environmental regulations or standards which may exist by virtue of the Tribe's authority over the Federal Trust Land. The Tribe and the Authority may enact or promulgate any air quality, water quality or any other environmental regulations or standards on the Federal Trust Land that are not more stringent than the least stringent air quality, water quality or any other environmental regulation or standards applicable to the county of Kenosha. The Tribe and the Authority agree not to enact or promulgate any air quality, water quality or any other environmental regulations or standards on the Federal Trust Land that has

any effect outside the boundaries of the Federal Trust Land.

**K.L. Alcohol Beverages.** Pursuant to 18 U.S.C.§ 1161, the Kenosha Facility shall comply with all State laws relating to the sale or consumption of alcohol beverages. Alcohol beverages may be served only during the hours prescribed in Section 125.32(3) of the Wisconsin Statutes, or any successor statute. Alcohol beverages may not be sold for the purpose of off-premises consumption.

**L.M. Gaming Only as Authorized.** The Kenosha Facility shall be used and operated only for such gaming purposes as are permitted under IGRA, the Compact.

**M.N. Cessation of Gaming.** In the event that gaming operations at the Kenosha Facility cease for any reason for 365 consecutive days, the Tribe and the Authority shall use best efforts, including, but not limited to, petitioning the United States Congress, to ensure that the Federal Trust Land is removed from federal trust and reverts to taxable status under Ch. 70 of the Wisconsin Statutes. In the event that gaming ceases for the period described herein, the minimum payment provisions of Section 2.A.2. of this Agreement shall continue to apply.

**N.O. Height Limitations and Airport Overlay District.** The parties acknowledge certain height and other restrictions associated with the proximity of the Kenosha Facility and the Federal Trust Land to the Kenosha airport. Any development on the Federal Trust Land shall be subject to federal law and rules of the Federal Aviation Administration ("FAA"). The Tribe and the Authority waive any right to bring any action against the County and agree to indemnify the County for any action brought against the County by any person located on the Federal Trust Land arising out of the proximity of the Federal Trust Land to the Kenosha airport.

**O.P. Additional Trust Land.** Any expansion of the Trust Lands in the county of Kenosha beyond the boundaries identified in Exhibit A shall require the written consent of all parties to this Agreement.

**P.Q. Tribe's and Authority's Representations as to Kenosha Facility.** The Tribe and the Authority represent that the Tribe and the Authority intend, subject to availability of financing and capital at reasonable terms, conditions and costs, to develop the Kenosha Facility

and undertake related development in accordance with the planned construction and physical development described Exhibit E to this Agreement.

~~Q.~~R. **Sales Tax.** Sales on the Federal Trust Land that are not subject to the State of Wisconsin's sales or use tax shall be taxed by the Tribe or Authority pursuant to the AGREEMENT REGARDING SALES TAX BETWEEN THE MENOMINEE INDIAN TRIBE OF WISCONSIN, THE MENOMINEE KENOSHA GAMING AUTHORITY AND THE COUNTY OF KENOSHA, attached hereto as Exhibit F.

~~R.~~S. **Conversion from Trust Land Status to Reservation Status.** The Tribe will not seek a reservation proclamation pursuant to 25 U.S.C. § 5110 for the Proposed Trust Land fully described in the legal description attached as Exhibit A without the written consent of the County of Kenosha.

**SECTION 3. Effective Date and Term.** The terms of this Agreement shall become effective upon approval of the governing bodies of the County, the Tribe and the Authority, execution by the appropriate officers of the parties, and shall remain in effect for so long as the Federal Trust Land exists, unless otherwise terminated by the mutual written consent of the Tribe, the Authority, and the County. Either party may terminate this Agreement upon thirty (30) day written notice if the Tribe and the Authority are unsuccessful in securing the approvals necessary to implement the Tribe's and the Authority's proposal to develop and operate the Kenosha Facility on or before December 31, 2025.

**SECTION 4. Waiver of Tribal Sovereign Immunity.** The Authority agrees to waive any sovereign immunity enjoyed by the Authority in connection with disputes or claims arising under this Agreement. The Tribe also agrees to waive its sovereign immunity to enforce the provisions of Section 22 of this Agreement. Both the Tribe and the Authority consent to be sued in the United States District Court for the Eastern District of Wisconsin and all related federal appellate courts or, if such United States District Court cannot hear or refuses to hear such dispute, State Circuit Court in and for Kenosha County and all related State appellate courts

in connection with such waivers of sovereign immunity. No party to this Agreement shall contest jurisdiction or venue of the above-referenced courts for any dispute or claim arising under this Agreement. Neither the Tribe nor the Authority shall invoke the doctrine of exhaustion of tribal or other administrative remedies to defeat or delay such jurisdiction. Further, neither the Tribe nor the Authority shall invoke the doctrine of tribal sovereign immunity to evade its duties or obligations under this Agreement. Pursuant to Article XIII, Section 4(c) of the Tribe's Constitution, in any suit against the Tribe or the Authority for monetary damages, the parties agree that such damages shall be limited to the undistributed or future Net Revenues or other assets of the Authority and/or other tribal gaming business established for the purposes of owning and operating the Kenosha Facility.

**SECTION 5. Dispute Resolution; Remedies.** Claims, disputes or other matters arising out of or related to this Agreement, or the breach thereof, shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by any party to this Agreement. Prior to filing a written demand for mediation, the party making such demand shall submit to the other affected parties a statement of the claim, dispute, or other matter in question. The parties shall meet promptly after such statement is filed and shall endeavor in good faith to resolve any such claim, dispute, or other matter in question amicably. If such meeting does not resolve the claim, dispute, or other matter in question, a demand for mediation shall be filed in writing with the other affected parties and shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when the institution of legal or equitable proceedings based upon such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Any mediation conducted pursuant to this Section 5 shall be held in accordance with the rules of the American Arbitration Association then in effect, unless the parties mutually agree otherwise. If the mediation fails to resolve the claim, dispute or other matter in question, arbitration shall not be available, and shall not be considered a condition precedent to the commencement of legal or

equitable proceedings based upon such claim, dispute or other matter in question. If a demand for mediation has been made under this Section 5 of this Agreement but such mediation has either not occurred or has not resolved the claim(s) subject to such mediation before the applicable statute of limitations for such claim(s) has run, a party to this Agreement may avail itself of any legal or equitable remedy available to the party without concluding the mediation. In the event that mediation does not resolve a claim, dispute or other matter in question, this Agreement is intended to provide each party with a right and standing to challenge any act or omission which violates this Agreement in the United States District Court for the Eastern District of Wisconsin and all related federal appellate courts or, if such United States District Court cannot hear or refuses to hear such dispute, State Circuit Court in and for Kenosha County and all related State appellate courts.

This Agreement is further intended to provide each party with a right and standing to seek any available legal or equitable remedy to enforce this Agreement and to seek damages for the breach of this Agreement in such enumerated courts. Pursuant to Article XIII, Section 4(c) of the Tribe's constitution, in any suit against the Tribe or the Authority for monetary damages, the parties agree that such damages shall be limited to the undistributed or future Net Revenues or other assets of the Authority and/or other tribal gaming business established for the purposes of owning and operating the Kenosha Facility.

**SECTION 6. Liquidated Damages.**

**A. Tribal or Authority Breach.** Because of the uncertainty in measuring the calculation of actual damages resulting from a breach of Sections 2.C., and 2.K. of this Agreement, the Authority shall pay to the County liquidated damages in the amounts of one thousand ($1,000) dollars for each uncured breach of such Sections of this agreement. Because of the uncertainty in measuring the calculation of actual damages resulting from a breach of Sections 2.F, 2.G, 2.H, 2.I, 2.J, 2.L, 2.N of this Agreement, the Authority shall pay to the County liquidated damages in the amounts often thousand ($10,000) dollars for each uncured breach of

such Sections of this Agreement. Each day of uncured breach may be considered a separate breach for purposes of this Section, but notice of such breach to be given under Section 5 of this Agreement may be made and shall be considered continuing until such breach is cured or as otherwise provided in such notice. Such liquidated damages as provided in this Section shall be the exclusive remedy for breach of such Sections of this Agreement as are enumerated herein. Pursuant to Article XIII, Section 4(c) of the Tribe's constitution, any liquidated damages shall be paid from undistributed or future Net Revenues or other assets of the Authority and/or other tribal gaming business established for the purposes of owning and operating the Kenosha Facility.

**B.** **County Breach**. Because of the uncertainty in measuring the calculation of actual damages resulting from a breach of Sections 1.B. and 1.C. of this Agreement, the County shall pay to the Authority liquidated damages in the amounts of ten thousand ($10,000) dollars for each uncured breach of such Sections of this Agreement. Because of the uncertainty in measuring the calculation of actual damages resulting from a breach of Section 1.D. of this Agreement, the Authority shall be entitled to a credit against, but such credit shall not exceed, its payments made pursuant to Section 2.A. of this Agreement in an amount equal to any payments (including any payments derived from taxes imposed on gaming revenues) made to the County by an owner or operator of any establishment or facility endorsed, authorized, permitted or licensed in contravention of Section l.D. of this Agreement. Each day of uncured breach may be considered a separate breach for purposes of this Section, but notice of such breach to be given under Section 5 of this Agreement may be made and shall be considered continuing until such breach is cured or as otherwise provided in such notice. Such liquidated damages or, in the instance of a breach of Section l.D. of this Agreement, such credit, as provided in this Section shall be the exclusive remedy for breach of such Sections of this Agreement as are enumerated herein.

**SECTION 7.** **Prevailing Party to Receive Costs and Fees.** In the event of

litigation arising under this Agreement, the prevailing party in any such litigation shall be entitled to an award and judgment for its reasonable attorney's fees and any statutory costs.

**SECTION 8. Termination.** No breach or violation of any of the terms of this Agreement by either party shall operate to void or terminate or provide grounds for termination of this Agreement, it being the intent of the parties that the provisions of this Agreement shall be subject to specific performance, and injunctive relief shall be provided to cure any breaches prospectively, and that damages shall be awarded to redress any harm occasioned by a breach.

**SECTION 9. Governing Law.** This Agreement shall be governed by the laws of the United States of America and of the State of Wisconsin.

**SECTION 10. Authorization.** The Tribe, the Authority, and the County each represent and warrant that each has performed all acts precedent to adoption of this Agreement, including, but not limited to, matters of procedure and notice, and each has the full power and authority to execute this Agreement and to perform its obligations in accordance with the terms and conditions thereof, and that the representative executing this Agreement on behalf of such party is duly and fully authorized to so execute and deliver this Agreement.

A. The Tribe has authorized its officers to execute this Agreement by the adoption of Resolution No. [Number], adopted [DATE], a copy of which is attached hereto as Exhibit G.

B. The Authority has authorized is officers to execute this Agreement by the adoption of a Consent to Board Action dated [DATE], a copy of which is attached hereto as Exhibit H.

C. The Board of Supervisors of the County has approved this Agreement at a duly noticed meeting of the County Board held on [DATE], and a certified copy of the proceeding of the Board of Supervisors is attached as Exhibit I.

**SECTION 11. Notice.** All notices required to be given hereunder shall be given

in writing, sent by either personal delivery, certified mail, return receipt requested, or overnight mail. If sent via personal delivery, the notice shall be effective on the date of delivery. If sent by certified mail, the notice shall be deemed effective five (5) days after such mailing, not counting the day such notice was sent. If sent by overnight mail, the notice shall be effective on the date of delivery. All notices shall be addressed as follows:

| | |
|---|---|
| To the County: | County Clerk<br>County of Kenosha<br>912 56th Street<br>Kenosha, WI 53140 |
| To the Tribe: | Tribal Chairperson<br>Menominee Indian Tribe of Wisconsin<br>W2908 Tribal Office Loop Road<br>Keshena, WI 54135 |
| To the Authority: | Chairperson<br>Menominee Kenosha Gaming Authority<br>W2908 Tribal Office Loop Road<br>Keshena, WI 54135 |

**SECTION 12. Interpretation**. This Agreement has been the subject of mutual negotiations between the parties and their respective counsel. This Agreement has been and shall be construed to have been jointly drafted by the parties in order to preclude the application of any rule of construction against a party's interest as the sole drafter of this Agreement.

**SECTION 13. No Challenges to this Agreement.** The County, the Tribe, and the Authority hereby waive any right each may have to commence or maintain any civil action or other proceeding to contest, invalidate or challenge this Agreement, any procedure or proceeding

undertaken to adopt this Agreement or any of the actions required or contemplated by this Agreement, or to take any actions, either directly or indirectly, to oppose or in any other way, to initiate, promote or support the opposition of approvals required under this Agreement or to hinder, obstruct or unduly delay any of the actions required or contemplated by this Agreement. This paragraph shall not be construed to prevent a party to this Agreement from commencing a declaratory judgment action regarding the interpretation of this Agreement. In the event of a challenge to the validity of this Agreement by any third party, the County, the Tribe, and the Authority shall each defend the validity and enforceability of this Agreement in any administrative or judicial proceeding.

**SECTION 14. Severability**. If any court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, then such invalidity or unenforceability shall have no effect on the other provisions hereof, which shall remain valid, binding and enforceable and in full force and effect. In the event of such a determination by such court, the parties shall promptly meet to discuss how they might satisfy the terms of this Agreement by alternative means. The parties shall use their best efforts to find, design and implement a means of successfully effectuating the terms of this Agreement. If necessary, parties shall negotiate appropriate amendments of this Agreement to maintain, as closely as possible, the original terms, intent and balance of benefits, and burdens of this Agreement. In the event the parties are not able to reach agreement in such situation, the dispute resolution procedure of Section 5 of this Agreement shall apply.

**SECTION 15. Good Faith and Fair Dealing**. The Parties to this Agreement agree that this Agreement imposes on them a duty of good faith and fair dealing.

**SECTION 16. No Liability for Acts Prior to Agreement.** Except as subject to a specific, written agreement, no party shall incur any liability for any acts undertaken during the discussion, negotiation, execution, or the processes undertaken to secure any approval required to effectuate this Agreement, whether or not all necessary approvals to make this Agreement

effective are obtained.

**SECTION 17. Captions**. The captions contained in this Agreement are inserted only as matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provisions hereof.

**SECTION 18. Agreement in Counterparts.** This Agreement may be executed in several counterparts, each of which fully executed counterparts shall be deemed an original.

**SECTION 19. Amendment.** This Agreement may only be amended by written instrument executed by all of the Parties.

**SECTION 20. Complete Agreement.**

This Agreement represents the entire integrated agreement between the parties and supersedes all past agreements and all negotiations, representations, promises or agreements, either written or oral, made during the course of negotiations leading to this Agreement.

**SECTION 21. Submission of Agreement to the Secretary of the Interior and the National Indian Gaming Commission.** The Authority shall submit this Agreement to the Secretary of the Interior for review under 25 U.S.C. § 81 for a determination that this Agreement is not subject to review under 25 U.S.C. § 81. In addition, the Authority shall submit this Agreement to the National Indian Gaming Commission (NIGC) and the Secretary of the Interior for determinations that this Agreement is not subject to review by NIGC under IGRA and is not subject to review by or a determination from the Secretary that this Agreement does not violate IGRA. All determinations by the Secretary and the NIGC under this Section shall be transmitted to the County. In the event that either the Secretary or the NIGC fails to make the determination contemplated under this Section, the Parties shall meet to determine how to achieve such a determination.

**SECTION 22. Tribe to Guarantee Authority's Performance.** The Tribe agrees that it will guarantee the performance of any duty or obligation of the Authority under this

Agreement, and either perform such duty or obligation or cause its performance by the Authority, within ten (10) days of its receipt of notice from the County of the Authority's failure to perform any such duties or obligations.

**SECTION 23. Force Majeure.** In the event that any party hereto shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, governmental moratorium or other governmental action or inaction by any governmental entity other than the parties to this Agreement (including failure, refusal or delay in issuing permits, approvals and/or authorizations) injunction or court order, riots, insurrection, war, fire, earthquake, flood or other natural disaster or other reason of a like nature not the fault of the party delaying in performing work or doing acts required under this Agreement (but excluding delays due to financial inability), then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section 23 shall not be construed to excuse or delay any payment due under Section 2.A. of this Agreement.

**SECTION 24. No Third-Party Beneficiary.** This Agreement is personal to the parties to this Agreement and is not intended for the benefit of any other party.

**SECTION 25. Benefit and Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assignees. Except with respect to successors, neither this Agreement, nor any of the rights or interests of the parties hereto, may be assigned, transferred, or conveyed in any manner without the prior written consent of each of the parties to this Agreement.

**SECTION 26. Management Limitations.** Notwithstanding any provision in this Agreement or any other agreements between the parties, or any other right to enforce the provisions of this Agreement or other agreements, the County shall not engage in any of the following: planning, organizing, directing, coordinating, or controlling all or any portion of the

Tribe's and/or Authority's gaming operations (collectively, "Management Activities"), including:

(a) the training, supervision, direction, hiring, firing, retention, compensation (including benefits) or any employee (whether or not a management employee) or contractor;

(b) any working or employment policies or practices;

(c) the hours or days of operation;

(d) any accounting systems or procedures;

(e) any advertising, promotions, or other marketing activities;

(f) the purchase, lease, or substitution of any gaming device or related equipment or software, including player tracking equipment;

(g) the vendor, type, theme, percentage of pay-out, display, place, or placement of any gaming device or equipment; or

(h) budgeting, allocating, or conditions payments of the Tribe's and/or Authority's expenses.

IN WITNESS WHEREOF, the Tribe, the Authority, and the County have respectively signed this Agreement and caused their seals to be affixed and attested as of the date shown.

**COUNTY OF KENOSHA, WISCONSIN**

By: _____

_____, County Executive

Date:_____

By: _____

_____, County Clerk

Date:_____

**MENOMINEE INDIAN TRIBE OF WISCONSIN**

By: _____

, Chairman

Date:_____

**MENOMINEE KENOSHA GAMING AUTHORITY**

By: _____

, Chairman

Date:_____

**INTERGOVERNMENTAL AGREEMENT**
**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**EXHIBIT A**

**PROPERTY LEGAL DESCRIPTION 5.80-Acre**

**Parcel (Parcel A):**

1-B PT NE 1/4 SEC 1 T 1 N R 21 E OF THE 4TH PRINCIPAL MERIDIAN COMM AT NE COR NE 1/4 TH W'LY 620.93 FT TH S 100 FT TO POB TH CONT S ALG E ROW 122ND AVE APPROX 708.46 FT AS DESC IN DOC#1634242 TPP PLAT 09-1024-4.02 TO N LN LOT A CSM 211 V 929 P 571 TH E ALG N LN CSM TO W ROW I-94 TH N ALG W ROW I-94 AND S LN 60TH ST 99.87 FT TH W ALG S LN 60TH ST 288.79 FT TO POB LYING AND BEING IN THE CITY OF KENOSHA COUNTY OF KENOSHA STATE OF WISCONSIN (2001 ANNEXATION 35-4-121-011-0100) (2009 LOT LINE ADJUSTMENT) (2011 PT 03-121-01-101-100) DOC #975090 5.80 AC DOC#1027160 DOC#1564651

PARCEL #: 03-121-01-101-101

**10.55-Acre Parcel (Parcel B):**

THAT PT OF THE FOLLOWING LYING E OF 122ND AVE ROW AS DESCRIBED IN DOC#1634242 TPP 09-1024-4.02 PT NE 1/4 SEC 1 T 1 N R 21 E OF THE 4TH PRINCIPAL MERIDIAN COM AT E 1/4 COR SEC 1 TH W 275.03 FT TO W ROW I-94 TO POB TH TH N 221.63 FT TH W 1042.46 FT TH SW'LY 117.81 FT ALG CURVE TH S 43 DEG 57' 55" W 105.41 FT TH N 1197.61 FT TH E 38.71 FT TH N 254.15 FT TH E 1186 FT TH S 366.44 FT TH W 235.2 FT TH S 120 FT TH E 235.20 FT TH S 847.05 FT TO POB 10.576 AC LYING AND BEING IN THE CITY OF KENOSHA COUNTY OF KENOSHA STATE OF WISCONSIN (2007 PT 03-121-01-101-420) (2011 PT 03-121-01-101421) DOC#1500247 DEED IN ERROR DOC#1502945 CORRECTION (2016 LOT LINE ADJ DOC #1757896 & DOC#1757697)

PARCEL #: 03-121-01-101-422

**18.65-Acre Parcel (Parcel C):**

THAT PT OF THE FOLLOWING LYING W OF 122ND AVE ROW AS DESCRIBED IN DOC# 1634242 AND TPP 09-1024-4.02 PT OF NE 1/4 SEC 1 T 1 N R 21 E OF THE 4TH PRINCIPAL MERIDIAN BEG 434.07 FT W OF NE COR 1/4 W 832.43 FT S 624 FT W 189.75 FT S 654.75 FT E 824.94 FT N 450 FT E 362.8 FT TO W LN HY N 635.88 FT NW'LY 242.65 FT TO POB LYING AND BEING IN THE CITY OF KENOSHA COUNTY OF KENOSHA STATE OF WISCONSIN ANNEX ORD 64-00 DOC#1202936 EXC ROAD ROW DOC#1564651 (2001 ANNEXATION 35-4-121-011-0100) (2009 LOT LINE ADJUSTMENT) (2011 PT 03-121-01-101-100) DOC #975090 18.65 AC DOC#1027160 DOC#1564651 DOC #975090 DOC#1027160 DOC#1564651

PARCEL #: 03-121-01-101-102

**24.19-Acre Parcel (Parcel D):**

THAT PT OF FOLLOWING LYING W OF 122ND AVE ROW AS DESCRIBED IN DOC#1634242 TPP 09-1024-4.02 PT NE 1/4 SEC 1 T 1 N R 21 E OF THE 4TH PRINCIPAL MERIDIAN COM AT E 1/4 COR SEC 1 TH W 275.03 FT TO W ROW 1-94 TO POB THEN N 221.63 FT TH W 1042.46 FT TH SW'LY 117.81 FT ALG CURVE TH S 43 DEG 57' 55" W 105.41 FT TH N 1197.61 FT THE 38.71 FT TH N 254.15 FT THE 1186 FT TH S 336.21 FT TH W 235.2 FT TH S 120 FT THE 235.20 FT TH S 876.78 FT TO POB 24.19 AC LYING AND BEING IN THE CITY OF KENOSHA COUNTY OF KENOSHA STATE OF WISCONSIN (2007 PT 03-121-01-101-420) (2011 PT 03-121-01-101421) DOC#1500247 DEED IN ERROR DOC#1502945 CORRECTION

PARCEL #: 03-121-01-101-423

**INTERGOVERNMENTAL AGREEMENT EXHIBIT B**

**MAP**

026808-0006/33119180

**INTERGOVERNMENTAL AGREEMENT EXHIBIT C**

**KENOSHA TRUST LAND ORDINANCES**

**INTERGOVERNMENTAL AGREEMENT**

**Exhibit C**

Chapter 594 of the Menominee Tribal Code is attached and incorporated into this Agreement. Pursuant to § 594-6.D of the Menominee Tribal Code, the Menominee Kenosha Gaming Authority shall, at its cost and expense, construct and install, prior to building occupancy, improvements identified in a traffic impact statement approved by the State of Wisconsin DOT, Kenosha County, City of Kenosha and Menominee Tribe.

The Tribe and the County agree that neither shall unreasonably withhold approval of the traffic impact statement referenced above.

# Chapter 594
# Kenosha Trust Lands

## Article I
## Land Use

§ 594-1 **Purpose.**
The purpose of this land use regulation is to promote the orderly development of the tribal trust lands in Kenosha, Wisconsin, for commercial entertainment purposes.

§ 594-2 **Applicability.**
This Chapter 594 shall apply to any lands owned by the United States in trust for the Menominee Indian Tribe of Wisconsin located in the City or County of Kenosha, State of Wisconsin, hereinafter "Menominee Kenosha trust lands" or "trust lands."

§ 594-3 **Permitted uses.**
The following uses are permitted on the referenced site:

A. Hotels and motels.

B. Conference or Convention center.

C. Restaurants, without a drive-through.

D. Tavern, cocktail lounge, and nightclub, excluding adult entertainment.

E. Convenience retail and service stores as ancillary facilities to the principal use(s).

F. Gaming facilities.

G. Amusement enterprises.

H. Theater, excluding adult entertainment.

I. Commercial recreational uses, indoor and outdoor.

J. Brew pub or winery.

K. Parking facilities, including structures and ramps.

L. Arena, auditorium, exhibition halls and stadiums, which are indoors.

M. Administrative offices.

N. Indoor warehouse and storage buildings as ancillary facilities to the principal use(s).

O. Recreational vehicle park.

P. Stormwater detention and retention basins.

§ 594-4 **Prohibited uses.**
All uses not specifically listed are prohibited.

§ 594-5 **General regulations.**
Any development of the referenced lands shall conform to the following requirements:

A. Height regulations.

(1) No building or structure shall be hereafter enlarged, erected, reconstructed or structurally altered to a height which exceeds a height of 75 feet or as regulated by the Kenosha Regional Airport Zoning and Height Limitation Map, as referenced in Exhibit 2, whichever is more restrictive.

(2) Parapet walls not exceeding four feet in height, chimneys, flues, elevator bulkheads, penthouses, stacks, stage towers or scenery lofts, cupolas, domes and spires, and necessary mechanical appurtenances may be erected to a height which exceeds the seventy-five-foot height limit. However, no architectural projection or any space above the height limit shall be allowed for the purpose of providing additional floor space and shall not exceed the Kenosha Regional Airport Zoning Height Limitation Map.

(3) Ornamental appurtenances, statues, and monuments shall not exceed the height of the allowable building height.

B. Visual clearance.

(1) Purpose. Adequate visual clearance must be provided at intersections for children, pedestrians and for drivers and operators of all motor vehicles, bicycles and other forms of conveyance so that they may be observed by each other in a timely manner to lessen the possibility of accidents and to promote public safety.

(2) General regulations. No obstructions, such as buildings, structures, fences, parked vehicles or vegetation, which are constructed, erected, maintained or planted shall be permitted between the heights of three feet and nine feet above:

(a) The triangular space formed by any two existing or proposed intersecting street right-of-way lines and a line joining points on such lines located a minimum of 15 feet from their intersection.

(b) The intersection of any existing or proposed street right-of-way line with an existing or proposed alley right-of-way line or the line formed by the edge of any driveway and a line joining points on such lines located a minimum of 15 feet from their intersection.

(3) Exceptions. The following shall be excepted from the regulations: authorized traffic signs and signals, utility poles and installations, railroad crossing signs and barricades, mailboxes, bus stops, flagpoles, decorative lamp poles, public fixtures, and similar items which do not substantially impair visual clearance.

(4) Parked vehicles. The visual clearance regulations shall apply to parking facilities.

(5) Natural objects and vegetation. Natural objects and vegetation such as trees and shrubs must be removed, trimmed or planted so as to provide, restore or maintain visual clearance.

C. Building and architectural standards.

(1) Building size and scale shall respect the physical scale of the surrounding area and the scale of surrounding buildings, within the trust lands.

(2) The location and orientation of building elements shall respect the orientation of surrounding buildings or structures, within the trust lands.

(3) The materials and design of buildings and structures shall complement the surrounding area, within the

trust lands.

(4) Adequate handicap access shall be provided to public buildings and structures as required in the Wisconsin Administrative Code.

D. Site standards.

(1) The location, proportion, and orientation of buildings or structures should respect the location, proportion and orientation of surrounding landforms, buildings or structures, within the trust lands.

(2) Vehicular access shall meet the following requirements:

(a) Intersections of a ninety-degree angle are to be encouraged while other angles are to be discouraged.

(b) Adequate access for emergency vehicles shall be maintained.

(3) Any off-street parking area shall meet the applicable design screening and parking requirements.

(4) Separation of pedestrian and vehicular access shall be encouraged.

E. Drainage standards.

(1) To the extent possible, surface water runoff on the site shall be absorbed or retained on the site so that the quantity and rate of water leaving the site would not be significantly different than if the site had remained undeveloped.

(2) If drainage from the proposed development is proposed to be discharged, it shall be discharged in compliance with city, state and federal requirements.

(3) The proposed development shall not create or increase surface water runoff or buildup on adjoining or adjacent properties.

(4) Storm Water Drainage must meet discharge criteria of the Des Plaines River Watershed.

F. Landscape standards. Landscaping must accomplish the following purposes:

(1) Interior lawn park landscaping is required of developments in order to screen vehicular parking which may be viewed from the public rights-of-way. (Exhibit 5.)

Interior lawn park landscape standards for commercial uses in all zones are indicated in Exhibit 6.

Parking lot frontage shall be screened to a height of three (3) feet along at least fifty (50) percent of the frontage, as shown on Exhibit 5.

(a) Notwithstanding the provisions of §594-5 F.1., where there was an acquisition by the State of Wisconsin, for the purpose of providing a public frontage road, of privately held property adjacent to a previously approved buffer strip (as defined under §594-5 F.3.) resulting in the approved buffer strip, or a residual portion thereof, becoming an interior lawn park landscaping area (as defined under §594.5 F.1.) the City shall not require the relocation, expansion or change in dimensions of the resulting interior lawn park landscaping area if any such relocation , expansion or modification would result in a loss of required parking spaces.

(2) Lawn park landscaping is required of development in order to provide street tree plantings. Lawn park landscape standards for commercial uses shall include one (1), two-inch caliper deciduous tree for every forty (40) feet of street frontage.

Lawn park trees are not required when plans show shade trees in interior lawn park within thirty-five (35) feet of lawn park curb line.

Lawn park trees shall conform to Chapter XXXIV of the City of Kenosha Code of General Ordinances.

(3) All commercial developments shall create a buffer between land uses. Buffers shall be composed of landscaping plantings, earth berming or screen fencing. Exhibit 4, Exhibit 7 and Exhibit 8 illustrate permissible buffer strip options.

Buffer strips shall be provided along the periphery of the development site, except where cross access, utilities or special circumstances prohibit.

Ornamental clump trees shall be a minimum of five (5) feet; all other ornamental trees shall be a minimum of two-inch caliper.

Shrubs shall be planted in groupings or hedges through the buffer strip.

Screen fencing or walls of wood, face brick, or other approved material, shall be provided.

(4) Site interior landscaping shall utilize plant materials, earth berming and screening elements to functionally screen and aesthetically enhance site and building characteristics.

(a) Between Buildings.

(i) There shall be sufficient quantities of deciduous, ornamental and coniferous trees, shrubs and groundcovers to adequately screen undesirable views at the sides and rear of buildings.

(ii) All designated lawn areas between or around buildings shall be sodded. Seed may be used if an irrigation system is provided.

(b) Foundation Planting.

(i) A five-foot wide landscape area should be provided adjacent to all building walls. All trees shall be planted a minimum of ten (10) feet from building overhangs and only columnar trees may be planted within twenty (20) feet of a building overhang.

(ii) The landscaped area should be planted with a balance of ornamental and coniferous trees, shrubs, and groundcovers.

(iii) Plantings should emphasize softening of large expanses of building walls length and height, accent building entrances and architectural features and screen mechanical equipment adjacent to buildings.

(c) Service Area Screening.

(i) All service areas such as loading docks, freestanding utility and mechanical equipment shall be screened from view through the use of coniferous plant materials or fencing compatible with proposed building design.

(ii) Trash dumpsters and other waste receptacles or equipment shall be screened with fencing of decorative wood or masonry six (6) feet in height, with shrubbery or trees and a solid, attractive single or double access gate on one (1) side only, and with shrubs and trees as shown in Exhibit 9.

G. Utility standards.

(1) Utility systems shall be placed in accordance with city, state and federal requirements and the utility companies' rules and regulations.

(2) Any lighting source on any building, structure, or site which is for the purpose of illuminating any structure exterior or outdoor area shall be established in a manner which satisfies the following conditions:

(a) Such lighting shall be arranged, oriented or shielded in such a manner that direct radiation or glare from such source does not penetrate residential lots which are located adjacent to or across the street from the use being illuminated.

(b) The source of such illumination shall be arranged, oriented or shielded in a manner which will not endanger the safety of pedestrian or vehicular traffic.

(c) Exterior lighting shall be constant and not flashing, intermittent or animated in any way.

(3) Storage of waste and trash shall conform to the following standards:

(a) Such areas shall be screened from public view.

(b) Such facilities shall be a minimum of a two-cubic-yard container readily accessible and located on a hard-surfaced area.

§ 594-6 **Specific development regulations.**

A. Major street standards.

(1) The following streets near the trust land are hereby designated to be major streets:

(a) 60th Street, from the east line of Sheridan Road to the most western corporate limits of the City of Kenosha, insofar as it abuts or lies within such city limits.

(2) The baseline on the major streets is as follows:

(a) 60th Street, the baseline shall be the section line in said major street.

(3) The setback lines for major streets, hereinafter "major street setback," shall be measured from the baselines as follows:

(a) 60th Street, the setback line shall be 60 feet from the baseline.

(4) No buildings or other site improvements shall be allowed within the major street setback.

B. Parking and loading requirements.

(1) General parking requirements.

(a) There shall be provided at the time any building or structure is erected, enlarged or expanded off-street paved parking spaces in accordance with the following requirements.

(b) All parking spaces required shall be located on the same lot with the building or use.

(c) All off-street parking facilities for five or more vehicles, not contained in a building or structure, shall be effectively screened on any side of the facility which is adjacent to a street. Such screening shall be accomplished by a fence, wall, berm or landscaping, or some combination thereof, constituting an opaque characteristic which obscures from horizontal view the parking facility. Such screen shall not be

less than four feet in height, except where reduced heights are required by visual clearance regulations.

(2) Minimum parking spaces required for the following permitted uses:

(a) Motel or hotel: 1.0 space per rental unit, plus 1.0 space per three employees.

(b) Theaters, general auditoriums, arenas, stadiums, exhibition halls or other similar places of assembly: 1.0 space per five seats.

(c) Conference centers: 10.0 spaces minimum or spaces equal to 30% of the licensed capacity, whichever is greater.

(d) Convenience retail, general merchandise and service stores, office buildings, financial institutions, and miscellaneous retail and service uses: 1.0 space per 250 square feet of gross floor area.

(e) Restaurants without drive-in or drive-through facilities: 10.0 spaces minimum or spaces equal to 30% of the total licensed capacity, whichever is greater.

(f) Taverns and cocktail lounges: 10.0 spaces minimum or spaces equal to 20% of the total licensed capacity, whichever is greater.

(3) Loading requirements. There shall be provided at the time any building or structure is erected, enlarged, or expanded loading space in accordance with the following requirements:

**Loading Spaces Required for Business Uses**

| Gross Floor Area of Building (square feet) | Minimum Loading Space Required |
|---|---|
| Less than 7,000 | 0 |
| 7,001 to 10,000 | 1 |
| 10,001 to 25,000 | 2 |
| 25,001 to 50,000 | 3 |
| 50,001 to 100,000 | 4 |

**Loading Spaces Required for Business Uses**

| Gross Floor Area of Building (square feet) | Minimum Loading Space Required |
|---|---|
| 100,001 to 250,000 | 5 |
| Each additional 200,000 | 1 |

C. Airport Overlay District and height limitation regulations.

(1) The intent and purpose of the Airport Overlay District is to impose land use controls that will protect airport operations and ensure a compatible relationship between airport operations and other land uses in the vicinity of these airport operations. The Airport Overlay Districts, permitted uses and development standards are:

(a) Airport Overlay District Runway Protection (AIR-1). This district shall include all property in the Runway Protection Zone, subject to crash hazard, within the boundaries of the district set forth herein. No buildings or structures are permitted within this zone and the height of natural growth is regulated.

[1] Permitted uses.

[a] Agriculture, crops only.

[b] Air navigation facilities.

(b) Airport Overlay District Approach (AIR-3). This district shall include all property in the Approach Zone, having a noise exposure of less than 65 DNL due to the operation of aircraft, within the boundaries of the district set forth herein.

[1] Permitted uses. All uses which are permitted in this article. Any new use which provides overnight lodging and/or sleeping accommodations is permitted, upon first paying the fee for preparation of a navigation easement established by the Common Council of the City of Kenosha from time to time, by resolution, and executing and recording a navigation easement. Air navigation facilities are permitted.

[2] Development standards. All uses shall meet the following standard: construction techniques to provide a minimum of five decibels' extra noise reduction, as determined by the Department, as defined in § **594-7** of this article, over the minimum standards contained in state building codes.

(c) Airport Overlay District Overflight (AIR-4). This district shall include all property in the Overflight Zone within three miles of the airport boundaries located within the horizontal surface and/or the 20:1 conical surface area as designated in the Federal Aviation Regulation Part 77 and having a noise

exposure of less than 65 DNL due to the operation of aircraft.

(2) The location and boundaries of the districts are shown on Exhibit 1 and the Kenosha Regional Airport Zoning and Height Limitation Map dated May 25, 1988, shown on Exhibit 2. The following requirements shall apply to all Airport Overlay Districts (AIR):

(a) Interference with navigation. Notwithstanding any other provision of this section, no use shall be made of land within any Airport Overlay District in such a manner as to:

[1] Release into the air any substance which would impair visibility or otherwise interfere with the operation of aircraft.

[2] Produce light emissions, either direct or indirect (reflective), which would interfere with the operation of aircraft.

[3] Produce electrical, magnetic or other emissions which would interfere with the operation of aircraft, aircraft communication or aircraft guidance systems.

[4] Attract birds, waterfowl, or wildlife in a manner that creates a hazard to navigation.

[5] Create a hazard to navigation in any other manner.

(b) Flammable and/or combustible material. The following requirements shall apply to all Airport Overlay Districts. All technical terms shall be interpreted as defined in the Wisconsin State Statutes and Wisconsin Administrative Code.

[1] The manufacture of flammable and/or combustible liquid and solid materials is prohibited.

[2] The handling and storage of flammable and/or combustible liquid and solid materials and materials which produce flammable or combustible vapors and gases shall be in accordance with state laws, rules and regulations and lawful administrative orders.

(3) Prohibitions.

(a) No person shall develop or maintain land or construct any building or structure or improve land in any Airport Overlay District(s) shown on Exhibit 1, in which situated, contrary to these requirements.

(b) No building, structure or object of natural growth shall exceed the height limitation of the underlying zoning district or be in excess of the height limitation indicated on the Kenosha Regional Airport Zoning and Height Limitation Map dated May 25, 1988, shown on Exhibit 2. In the event of a conflict, the more stringent requirement shall apply.

D. Traffic impact analysis. The Menominee Kenosha Gambling Authority shall, at its cost and expense, construct and install, prior to building occupancy, improvements identified in a traffic impact statement approved by the State of Wisconsin DOT, Kenosha County, City of Kenosha and Menominee Tribe. The Tribe shall be responsible to prepare a traffic impact statement which analyzes adjoining street capacity and current volumes, trip generation rates expected for the development, and expected increase or decrease in volumes on adjoining streets and impacted arterials. The traffic impact statement shall identify the size, location, and characteristics of roadway or traffic control improvements necessitated by the proposed development to maintain existing levels of service on public thoroughfares. The analysis shall identify the impact of the development on pedestrian or vehicular safety and congestion.

E. Building requirements. Buildings authorized to be constructed shall conform to the design standards hereinafter set forth:

(1) Building faces of all commercially and institutionally used principal buildings shall be constructed primarily of architectural masonry, wood, glass or a combination of these materials. The previous sentence notwithstanding, architectural metal panels may be used as a secondary material on a face of a principal building, if the percentage of the face covered by the architectural metal panels is less than the percentage of the face covered by at least one (1) of the materials identified in the previous sentence, and also if such use is pursuant to plans approved by the Department illustrating the design in a manner such that the relative percentages of material used for the face may be determined. Subject to design requirements of other ordinance sections, building faces of all commercially and institutionally used accessory buildings must be constructed of architectural masonry, wood, glass, architectural metal panels or a combination of these materials in any proportion. Ribbed or corrugated metal siding shall not be permitted on any building face. Smooth face concrete blocks shall not be permitted on any building face, except when used for accent banding, which shall not be wider than three (3) adjacent courses and not more than six (6) courses on any building face. Exterior Insulated Finish Systems (EIFS) shall only be allowed on the first floor of any building as an accent material above a window, entrance or other similar architectural feature. Exterior Insulated Finish Systems shall be allowed as a primary material above the first floor.

(2) Split-faced or decorative concrete block shall not be painted or stained after installation.

(3) Articulation on the rooflines shall be provided by using a pitched roof, a partial roof or parapet walls with a minimum height difference of two (2) feet.

(4) Rooftop mechanicals shall be concealed in order to prevent their visibility from grade level as measured from the lot lines and abutting street rights-of-way. Rooftop mechanical screening shall be compatible with the design, color and materials of the building(s).

(5) Materials and colors of buildings shall be consistent among all building(s).

(6) Articulation of building facades shall comply with the following design standards:

(a) Recesses and/or projections shall comprise at least twenty (20) percent of each facade length, with articulation as deemed acceptable by the Department such as false windows or articulation of materials. In no event shall an uninterrupted façade extend more than one hundred (100) feet.

(b) Windows, awnings, arcades or similar architectural elements deemed acceptable by the Department shall total at least sixty (60) percent of each facade length which faces a public street.

(7) Metal roofs and/or awnings shall only be permitted when the roofing material meets the minimum standards of the International Building Code.

F. Site requirements.

(1) Parking lots shall be designed and constructed in accordance with City of Kenosha General Code Section 5.08 and City of Kenosha Zoning Code Section 14.07.C.15.b.

(2) Parking lots shall be paved with asphaltic concrete or portland cement concrete.

G. Utility requirements.

(1) The Tribe shall, at its cost and expense install storm sewer, sanitary sewer and water utility systems which shall be designed and constructed in accordance with City of Kenosha and Kenosha Water Utility ordinances and regulations. All new electric, phone and cable facilities shall be installed underground.

(2) All exterior lighting shall comply with the following standards:

(a) Light fixtures shall be selected with care to ensure that they are appropriately scaled in relation to their setting and to ensure that they are of a style that is compatible with the character of their immediate environment.

(b) Luminaires shall be aimed, shielded, or relocated so as to minimize glare.

(c) The maximum allowable light spillover to an adjacent residential property shall be 0.5 footcandle measured at the property line, four feet above grade; for all other types of land uses, the maximum allowable light spillover shall be 0.75 average footcandle, measured in the same manner.

(d) Lighting levels shall be measured in footcandles with a direct-reading, portable light meter. The meter sensor shall be mounted not more than four feet above the ground line in a horizontal position. Readings shall be taken only after the cell has been exposed long enough to provide a constant reading. Measurements shall be made after dark with the light sources in question on, then with the same sources off. The difference between the two readings shall be compared to the maximum permitted illumination.

(e) All lighting wires/cables shall be placed underground.

(f) Accent lighting should be used to highlight architectural and landscape design elements when appropriate.

(g) Illumination of uses shall meet the minimum standards of the Illuminating Engineering Society of North America (IES).

(h) Pedestrian walkways and parking area shall be illuminated to a sufficient level so as to provide for security.

H. Drainage requirements. All development shall comply with the city, state and federal requirements for stormwater retention and detention, and these must be met:

(1) Surface water runoff on the site shall be absorbed or retained on the site so that the rate of flow of surface water leaving the site would not be greater than if the site had remained undeveloped.

(2) Surface water from the site shall be discharged to the city storm sewer or ditch, where available and of sufficient capacity to handle the flow.

(3) Surface water flow may be directed onto adjoining private property only under the following circumstances:

(a) The surface water follows a predevelopment drainage course.

(b) The property owner of the site being developed executes an indemnity and hold harmless agreement with adjoining property owner.

(c) Private drainage tiles may be connected to those on adjacent property only with the written permission of said property owner.

(4) Nonresidential uses and all parking areas shall not discharge surface water onto any property zoned residential.

I. Landscaping requirements.

(1) Recommended trees, shrubs and ground cover. Species and/or varieties of trees, shrubs and ground cover shall be those recommended by the City Forester or the most recent version of A Guide to Selecting Landscape Plans for Wisconsin by E.R. Hasselkus. The following criteria shall also govern

selection:

(a) Size in relation to proximity to buildings, utilities, entrances, pedestrian walkways, roads and other improvements.

(b) Species in relation to plant hardiness (Zones 5 through 2), disease or insect resistance, and low maintenance.

(2) Landscape open space. All open space or open areas required for stormwater control or other purposes shall be landscaped in accordance with the standards set forth in these regulations. Unless otherwise identified, all development shall contain a minimum of 15% of the site in landscaped open space, including interior parkways, buffer strips, parking lot landscaping and site interior landscaping.

(3) Landscaping is regulated based on five distinct areas of the parcel being developed as follows:

(a) Interior parkway. A landscaped open space directly abutting a public street right-of-way.

(b) Parkway. The unpaved portion of the public street right-of-way between a curb or curbline and sidewalk.

(c) Buffer strip area. A landscaped area intended to separate two adjacent land uses or properties from one another and soften land use incompatibility.

(d) Parking lot landscaping. Landscaped area within or surrounding a parking area used to soften the visual and environmental character of paved parking areas.

(e) Site interior landscaping. The open space area surrounding buildings intended to enhance building and site character, excluding the interior parkway, parking lot landscaping, and perimeter landscape area. See Exhibit 3 which provides a graphic illustration of each area above described.

(4) Site landscaping requirements. The following landscape requirements apply to permitted uses:

(a) Interior parkway landscaping. Interior parkway landscaping is required of developments in order to screen vehicular parking which may be viewed from the public rights-of-way as shown in Exhibit 6.

[1] Interior parkway landscape standards are indicated in Exhibit 5.

[2] Parking lot frontage shall be screened to a height of three feet along at least 50% of the frontage, as shown in Exhibit 6.

(b) Parkway landscaping.

[1] Parkway landscaping is required of development in order to provide street tree plantings. Parkway landscape standards shall include one two-inch caliper deciduous tree for every 40 feet of street frontage.

[2] Parkway trees are not required when plans show shade trees in interior parkway within 35 feet of parkway curbline.

(c) Buffer strips. All developments shall create a buffer between land uses. Buffers shall be composed of landscape plantings, earth berming or screen fencing. Exhibits 4, 7 and 8 illustrate permissible buffer strip options.

[1] Buffer strips shall be provided along the periphery of the development site, except where cross access, utilities or special circumstances prohibit.

[2] Ornamental clump trees shall be a minimum of five feet; all other ornamental trees shall be a minimum of two-inch caliper.

[3] Shrubs shall be planted in groupings or hedges through the buffer strip.

[4] Screen fencing or walls of wood, face brick or other approved material shall be provided.

(d) Site interior landscaping. Site interior landscaping shall utilize plant materials, earth berming and screening elements to functionally screen and aesthetically enhance site and building characteristics.

[1] Between buildings.

[a] There shall be sufficient quantities of deciduous, ornamental and coniferous trees, shrubs and ground covers to adequately screen undesirable views at the sides and rear of buildings.

[b] All designated lawn areas between or around buildings shall be sodded. Seed may be used if an irrigation system is provided.

[2] Foundation planting.

[a] A five-foot-wide landscape area should be provided adjacent to all building walls. All trees shall be planted a minimum of 10 feet from building overhangs, and only columnar trees may be planted within 20 feet of a building overhang.

[b] The landscaped area should be planted with a balance of ornamental and coniferous trees, shrubs, and ground covers.

[c] Plantings should emphasize softening of large expanses of building wall length and height, accent building entrances and architectural features and screen mechanical equipment adjacent to buildings.

[3] Service area screening.

[a] All service areas such as loading docks and freestanding utility and mechanical equipment shall be screened from view through the use of coniferous plant materials or fencing compatible with proposed building design.

[b] Trash dumpsters and other waste receptacles or equipment shall be screened with fencing of decorative wood masonry six feet in height, with shrubbery or trees and a solid, attractive single- or double-access gate on one side only, and with shrubs and trees as shown in Exhibit 9.

(5) Parking lot landscaping. Landscaping shall be provided within all parking lots. Parking lot plantings shall provide screening, shade, and subdivided space and are intended to reduce glare and heat from pavement surfaces by meeting the following standards:

(a) Each parking row, regardless of its length, should begin and end with a landscape island with barrier-type curbs.

(b) No parking space shall be more than 90 linear feet away from either a landscaped parking island or landscaped buffer strip, foundation planting or landscaped interior parkway.

(c) All parking lots or portions of parking lots adjacent to buffer strips or interior parkways which are adjacent to any residential properties shall be screened from view by landscaping, fencing, berming, and/or a combination thereof.

(d) Shrubs within parking lot islands shall be maintained at a height not to exceed three feet.

(e) Parking lot landscape areas shall have a minimum width of eight feet, measured from back of curb to back of curb, and a depth equal to the depth of the parking stall, as shown in Exhibit 10. Landscape islands shall include at least one deciduous tree of 2 1/2 inches in caliper. Additional trees may be required, depending on the size of the island and the location of parking lot lighting.

J. Fence requirements.

(1) Approved fence materials. All fences shall meet the following material requirements:

(a) Fences shall be constructed using materials including, but not limited to, brick, fieldstone, wrought iron, vinyl or vinyl coated, chain link (with a minimum thickness of nine gauge and a required top rail support), stockade or board-on-board wood. Chain link fencing shall not be used for screening.

(b) No fence shall be constructed of used or discarded materials in disrepair, including but not limited to pallets, tree trunks, trash, tires, junk, or other similar items. Materials not specifically manufactured for fencing, such as railroad ties, wooden doors, landscape timbers or utility poles, shall not be used for or in the construction of a fence.

(2) Fence maintenance. Fences shall be maintained in a manner as to prevent rust, corrosion and deterioration, so as not to become a public or private nuisance, and so as not to be dilapidated or a danger to adjoining property owners or the public. Fences shall not create an appearance of patchwork, which is indicative of a state of disrepair. Every fence installed shall be maintained by the owner in such a way that it will remain plumb and in good repair.

(3) Prohibited fences. The following shall be prohibited:

(a) An electric or razor wire fence.

(b) Any wire or chain-link-type fence with the cut or salvage end of the fence exposed at the top.

(c) A fence which creates a hazard to users of the street, sidewalk or to nearby property.

(d) A fence composed solely of fence posts.

(e) An incomplete fence, consisting only of posts and supporting members.

(f) A barbed wire fence.

K. Definitions. See Exhibit 11.

§ 594-7 **Enforcement.**

A. This article shall be administered by the Menominee Tribal Community Development Department or any other entity designated by the Menominee Tribal Legislature ("Department"). The Menominee Tribal Attorney, Menominee Tribal Prosecutor, or other officer designated by the Menominee Tribal Legislature, in coordination with the Department, shall enforce these provisions. Persons enforcing this article may seek injunctive relief from Tribal Court.

B. Any person who fails to comply with the provisions of this article or any order of the Department or its authorized agent issued in accordance with this article shall, upon conviction thereof, forfeit not less than $100 or more than $500 for each day the violation continues and the cost of prosecution for each violation, including court costs and reasonable attorney fees.

C. Any person intending to engage in construction activity or hire someone to engage in construction activity shall provide his or her plans to the Department in a format designated by the Department. No person may commence any construction activity prior to receiving written approval from the

Department stating that such construction activity conforms to the terms of this article. Any person engaging in construction activity shall do so in conformance with the approved plans.

§ 594-8 **Exhibits and references.**

A. All exhibits and references are attached hereto and incorporated herein.

(1) Airport Overlay Districts.

(2) Kenosha Regional Airport Zoning and Height Limitation Map.

(3) Landscaped Areas.

(4) Commercial Buffer Strip Abutting Residential Zone.

(5) Interior Parkway Landscaping for Commercial Uses.

(6) Commercial Interior Parkway Landscaping.

(7) Commercial Buffer Strips Abutting Residential Zone.

(8) Buffer Strips for Commercial Uses.

(9) Service Area Screening.

(10) Typical Parking Lot Planting Island.

(11) Definitions.

## Article II
## Environmental Health and Food

§ 594-9 **Purpose.**

The purpose of this article is to protect the public health and to maintain and protect the environment.

§ 594-10 **Administration and enforcement.**

This article shall be administered by the Menominee Tribal Environmental Services Department or any other entity designated by the Menominee Tribal Legislature. The Menominee Tribal Attorney, Menominee Tribal Prosecutor, or other officer designated by the Menominee Tribal Legislature, in coordination with the Environmental Services Department, shall enforce these provisions. In addition to seeking penalties listed in § **594-21** of this article, persons enforcing this article may seek injunctive relief from Tribal Court.

§ 594-11 **Definitions.**

As used in this article, the following terms shall have the meanings indicated:

**APPEALS BOARD**

That entity created by the Menominee Tribal Legislature to hear appeals from decisions of the Health Officer.

**DEPARTMENT**

Menominee Tribal Environmental Services Department or any other department of the Tribe or authority charged with enforcing this article.

**GROCERY STORE**
A retail store whose primary business is the sale of food.

**HEALTH OFFICER**
The Director of the Department or his or her designee.

**PERSON**
An individual, partnership, association, firm, company, corporation, or tribal business, whether tenant, owner, lessee or licensee, or the agent, heir or assignee of any of these.

**REINSPECTION**
A follow-up inspection conducted on a date specified by the Health Officer to verify that an ordered remedial action has been taken and to verify that the noncompliance or violation no longer exists.

**RESTAURANT**
Any building or room where, as the establishment's primary business, meals are prepared or served or sold to transients or the general public and all places used in connection with it. "Restaurant" also means a separate dining facility meeting the foregoing criteria located within an establishment such as, but not limited to, a hotel, motel, or retail store whose primary business is not food service.

**SMOKING**
To smoke, carry, possess or control any lighted tobacco, including but not limited to cigars, cigarettes or pipes.

**TAVERN**
Any establishment in which fermented malt beverages and/or intoxicating liquors are sold for consumption upon said premises and whose sales account for more than 50% of the establishment's gross receipts during the past license year, verified under oath in a statement provided by an accountant or bookkeeper and filed with the Health Officer at the time of license renewal. New licensees shall estimate gross receipts for the first license year at the time of license application.

**TRANSIENT**
A person who travels from place to place away from his/her permanent residence for vacation, pleasure, recreation, culture, business or employment.

**TRIBE**
Menominee Indian Tribe of Wisconsin.

§ 594-12 **License application.**
Applications for licenses required in this article shall be made in writing to the Department on forms provided by the Department and shall contain, but not be limited to, the following information:

A. The name, address and date of birth of the applicant.

B. The trade name and address of the establishment.

C. Whether the applicant is a person, corporation, or partnership.

(1) If the applicant is a corporation, the application shall contain the registered agent's name, home address and date of birth.

(2) If the applicant is a partnership, the application shall include the names, home addresses and dates of birth of the partners.

D. The signature of all applicants and their agents to confirm that all information on the application is correct and acknowledge that any change in the information on the application shall be reported to the Health Officer within 14 days of the change.

§ 594-13 **License issuance.**

A. The Health Officer shall issue a license to the applicant on a probationary six-month or annual basis, if the requirements of this article have been complied with and if all applicable fees have been fully paid to the Department.

B. The Health Officer shall set a schedule of fees related to this article.

§ 594-14 **Display of license.**

All licensees shall immediately post their license upon some conspicuous part of the room in which the business is carried on, and the license shall remain posted during the period for which it is in force. No activity regulated by this article may take place without a license issued by the Department. Where a license has been denied, revoked or suspended all activity permitted by the granting of a license shall cease.

§ 594-15 **Inspection by Department.**

Authorized employees of the Department, upon presenting proper identification, shall have the authority and duty to enter any licensed premises during regular business hours to inspect the same, with respect to businesses open at least 40 hours per week. In the absence of regular business hours, inspection may be made at any time. Inspection includes the right to secure samples or specimens, examine and copy relevant documents and records or obtain photographic or other evidence needed to enforce this article. The person actually making inspection on behalf of the Health Officer shall have the same minimum training and certification or licensure as is required for inspectors working on behalf of the State of Wisconsin. Each establishment requiring a license under this article shall be inspected at least once every 12 months. If any violations of this article are found, the Health Officer shall issue an order for remedial action stating the nature of the violation, the remedial action that must be taken, and the date when such remedial action must be completed. Copies of inspection reports, orders and evidence of corrective action shall be forwarded to the Kenosha County Division of Health within 30 days of receipt or issuance by the Department. Failure to comply with an order for corrective action may result in suspension or revocation of a license.

§ 594-16 **Denial, suspension or revocation of license.**

The Health Officer may deny any license application or suspend or revoke any license issued under this article for noncompliance with this article. The following procedure shall be followed in the denial, suspension or revocation of any license issued under this article:

A. A decision by the Health Officer to deny, suspend or revoke a license shall be in writing and shall state, with specificity, the reasons for the Health Officer's decision and shall state any and all applicable ordinances or orders which may have been violated. The Health Officer shall send to the licensee or license applicant a copy of the written decision by mail or personal service. Said notice shall inform the licensee or applicant of the right to have this decision reviewed and the procedure for such review.

B. A licensee or applicant aggrieved by a decision of the Health Officer to deny, suspend or revoke a license must send a written request for review and reconsideration to the Health Officer within five working days of receipt of the notice of the Health Officer's decision. This request shall state the grounds upon which the person aggrieved contends that the decision should be reversed or modified.

C. Within five working days of receipt of the request, the Health Officer may affirm, reverse or modify his initial determination. The Health Officer shall mail or deliver to the licensee or applicant a copy of the Officer's decision. The decision shall advise the licensee or applicant of the right to appeal the decision, the time within which appeal shall be taken and the office or person with whom notice of appeal shall be filed.

D. An applicant or licensee who wishes to appeal a decision made by the Health Officer on review must file a notice of appeal within 10 days of receipt of the Health Officer's decision for review. The notice of appeal shall be filed or mailed to the Health Officer. The Health Officer shall immediately file said notice with the appeals board.

E. An applicant or licensee shall be provided a hearing on appeal within 30 days of receipt of the notice of appeal. The Health Officer shall serve the licensee or applicant with notice of the hearing by mail or personal service at least five days before the hearing.

F. The hearing shall be conducted before the appeals board in accordance with the appeals board policies.

G. Within 20 days of the hearing, the appeals board shall mail or deliver to the applicant its written determination stating the reasons therefor. This shall be the final tribal determination.

§ 594-17 **Temporary orders.**
Whenever, as the result of an inspection conducted pursuant to this article, the Health Officer has reasonable cause to believe that any examined food constitutes, or that any construction, sanitary condition, operation or method of operation of the premises or equipment used on the premises creates, an immediate danger to health, the Health Officer may issue a temporary order to prohibit the sale or movement of food for any purpose or prohibit the continued operation or method of operation which creates an immediate danger to health.

§ 594-18 **Construction or alteration of food establishments.**

A. Except as provided in Subsection **B**, no person shall erect, construct, enlarge or alter a food establishment without first submitting to the Health Officer plans (drawings) which clearly show and describe the amount and character of the work proposed and without first receiving Department approval of submitted plans. Such plans shall include floor plan, equipment plan and specifications, wall, floor and ceiling finishes and plans and specifications for food service kitchen ventilation. Submitted plans shall give all information necessary to show compliance with applicable health codes. Submitted plans shall be retained by the Health Officer.

B. At the option of the Health Officer, plans need not be submitted to execute minor alterations. Minor alterations include, but are not limited to, the replacing or recovering of existing floor, wall, or ceiling coverings or other cosmetic or decorating activities.

C. Any plans approved by the Department shall not be changed or modified unless the Health Officer has reviewed and approved the modifications or changes.

§ 594-19 **Activities subject to licensing.**
No person shall operate any of the following without first obtaining a license from the Department, nor shall operate contrary to the terms and conditions of this article:

A. Restaurant (including concession stands).

B. Retail food establishment (including vending machines).

C. Food and beverage establishment (including "Class B" and "Class C" city-licensed establishments).

D. Food distributors.

E. Hotels.

F. Public swimming pool.

§ 594-20 **Adoption of regulations.**

A. The Tribe adopts as its own regulation under this article the following:

(1) Wisconsin Food Code found in the State of Wisconsin Administrative Rules at DHS 196, Appendix A.

(2) Wisconsin Administrative Rule DHS 195.02 through 195.11

(3) Wisconsin Administrative Rule DHS 172.

(4) Wisconsin Administrative Rules DHS 178.

(5) Wisconsin Administrative Rule SPS 390.

(6) Chapter **98**, Weights and Measures, Wisconsin Statutes.

(7) Wisconsin Administrative Rules ATCP 53.

(8) Wisconsin Administrative Rules ATCP 54.

(9) Sections of Chapter 100, Wisconsin Statutes, pertaining to advertising as follows: §§ 100.18(6) and (8), 100.183 and 100.184.

(10) National Bureau of Standards (NBS) Handbook 44, United States Department of Commerce, Specifications, Tolerances and Other Technical Requirements for Commercial Weighing and Measuring Devices.

B. Any reference in these adopted provisions to state or local officials shall be deemed a reference to a comparable tribal official. If there is a conflict between the terms of this article and the terms of the provisions adopted in Subsection **A(1)** and **(2)** above, the terms of this article shall govern.

§ 594-21 **Penalty for failure to comply.**

Any person who fails to comply with the provisions of this article or any order of the Health Officer or his or her authorized agent issued in accordance with this article shall, upon conviction thereof, forfeit not less than $100 or more than $1,000 for each day the violation continues and the cost of prosecution for each violation, including court costs and reasonable attorney fees.

§ 594-22 **Smoking.**

No person shall engage in smoking within the enclosed indoor areas of any building located on the Trust Lands. The Menominee Kenosha Gaming Authority is authorized to make exceptions to this rule only in regard to specifically designated portions of the gaming floor.

§ 594-23 **Intentionally Omitted.**

§ 594-24 **Noise control.**

A. Definitions. As used in this section, the following terms shall have the meanings indicated:

**AMBIENT NOISE**

The all-encompassing noise associated with a given environment, usually being a composite of sounds with many sources near and far, but excluding the noise source being measured.

**A-WEIGHTED SOUND LEVEL**

The sound-pressure level in decibels as measured on a sound-level meter using A-weighting network. The level so read is designated dB(A) or dBA.

**COMMERCIAL AREA**
All areas within the trust lands.

**COMMERCIAL PURPOSE**
The use, operation, or maintenance of any sound-amplifying equipment for the purpose of advertising any business or any goods or any services, or for the purpose of attracting the attention of the public to, or advertising for, or soliciting patronage or customers to or for any performance, show, entertainment, exhibition, or event, or for the purpose of demonstrating any such equipment.

**CONSTRUCTION**
Any site preparation, assembly, erection, substantial repair, alteration, or similar action, but excluding demolition, for or of public or private rights-of-way, structures, utilities or similar property.

**CYCLE**
The complete sequence of values of a periodic quantity which occurs during a period.

**DAYTIME**
The hours from 7:00 a.m. to 10:00 p.m.

**DECIBEL (dB)**
A unit for measuring the volume of a sound, equal to 20 times the logarithm to the base 10 of the ratio of the pressure of the sound measured to reference pressure, which is 20 micropascals (20 micronewtons per square meter).

**DEMOLITION**
The dismantling, intentional destruction or removal of structures, utilities, public or private right-of-way surfaces, or similar property.

**EMERGENCY**
Any occurrence or set of circumstances involving actual or imminent physical trauma or property damage which demands immediate action.

**EMERGENCY WORK**
Any work performed for the purpose of preventing or alleviating the physical trauma or property damage threatened or caused by an emergency.

**ENVIRONMENTAL PROTECTION OFFICE(R)/NOISE CONTROL OFFICE(R) (EPO/NCO)**
Any designee(s) of the Administrator of Health.

**FREQUENCY**
The frequency of a function periodic in time is the reciprocal of the primitive period. The unit is the cycle per unit time and shall be specified as cycles per second unless another unit of time is more convenient in a particular case.

**IMPULSIVE SOUND**
Sound of short duration, usually less than one second, with an abrupt onset and rapid decay. Examples of sources of impulsive sound include explosions, drop forge impacts, and the discharge of firearms.

**MICROBAR**
A unit of pressure commonly used in acoustics and is equal to one dyne per square centimeter.

**MOTOR VEHICLE**

Has the same definition as that term is defined by Ch. **340**, Wis. Stats.

**MUFFLER or SOUND-DISSIPATIVE DEVICE**
A device for abating the sound of escaping gases of an internal combustion engine.

**NIGHTTIME**
The hours of 10:00 p.m. until 7:00 a.m. of the following day.

**NOISE**
Any sound which is unnecessary, excessive, unnatural, annoying, prolonged or unusually loud in relationship to its time, place and use effect.

**NOISE DISTURBANCE**
Any sound which:

(1) Endangers or injures the safety or health of humans or animals;

(2) Annoys or disturbs a reasonable person of normal sensitivities; or

(3) Endangers or injures personal or real property.

**NONCOMMERCIAL PURPOSE**
The use, operation, or maintenance of any sound-amplifying equipment for other than a commercial purpose. "Noncommercial purpose" shall mean and include, but shall not be limited to, philanthropic, political, patriotic, and charitable purpose.

**PERIOD**
The period of a periodic quantity is the smallest increment of time for which the function repeats itself.

**PERIODIC QUANTITY**
Oscillating quantity, the values of which recur for equal increments of time.

**PERSON**
Any individual, association, partnership, or corporation, and includes any officer, employee, department, agency or instrumentality of a state or any political subdivision of a state.

**POWERED MODEL VEHICLE**
Any self-propelled airborne, waterborne, or landborne plane, vessel or vehicle which is not designed to carry persons, including but not limited to any model airplane, boat, car, or rocket.

**PUBLIC RIGHT-OF-WAY**
Any street, avenue, boulevard, highway, sidewalk or alley or similar place designated a public right-of-way by the Tribe.

**PUBLIC SPACE**
Any real property or structures thereon which are designated public space by the Tribe.

**PURE TONE**
Any sound which can be distinctly heard as a single pitch or a set of single pitches. For the purpose of this section, a pure tone shall exist if the one-third octave band sound-pressure level in the band with the tone exceeds the arithmetic average of the sound-pressure levels of the two contiguous one-third octave bands by five dB for center frequencies of 500 Hz and above and by eight dB for center frequencies between 180 and 400 Hz and by 15 dB for center frequencies less than or equal to 125 Hz.

**REAL PROPERTY BOUNDARY**

An imaginary line along the ground surface, and its vertical extension, which separate the real property owned by one person from that owned by another person, but not including intra-building real property divisions.

**SOUND**

An oscillation in pressure, particle displacement, particle velocity or other physical parameter, in a medium with internal forces that cause compression and rarefaction of that medium. The description of sound may include any characteristic of such sound, including duration, intensity and frequency.

**SOUND-AMPLIFYING EQUIPMENT**

Any machine or device for the amplification of the human voice, music, or any other sound, but shall not include standard automobile radios when used and heard only by the occupants of the vehicle in which the automobile radio is installed, and as used in this section shall not include warning devices on authorizing emergency vehicles used only for traffic safety, law enforcement, or authorized emergency purposes.

**SOUND LEVEL**

The weighted sound-pressure level obtained by the use of a sound-level meter and frequency weighting network, such as A, B, or C, as specified in American National Standards Institute specifications for sound-level meters (ANSI S1.4-1971 or the latest approved revision thereof). If the frequency weighting employed is not indicated, the A-weighting shall apply.

**SOUND-LEVEL METER**

An instrument which includes a microphone, amplifier, RMS detector, integrator or time averager, output meter, and weighting networks used to measure sound-pressure levels.

**SOUND PRESSURE**

The instantaneous difference between the actual pressure and the average or barometric pressure at a given point in space, as produced by sound.

**SOUND-PRESSURE LEVEL**

Twenty times the logarithm to the base 10 of the ratio of the RMS sound pressure to the reference pressure of 20 micropascals (20 x 10-6 N/m2). The sound-pressure level is denoted Lp or SPL and is expressed in decibels.

**SOUND TRUCK**

Any vehicle, regardless of motive power, whether in motion or stationary, having mounted thereon, or attached thereto, any sound-amplifying equipment.

**WEEKDAY**

Any day Monday through Friday which is not a legal holiday.

B. Noise as defined in this section is hereby declared to be a public nuisance and may be subject to abatement procedures as described herein. Such abatement may be in addition to administrative proceedings, fines and penalties as provided in this article. It shall be the duty of the Health Officer, upon receiving a noise complaint, to determine if a public nuisance exists as defined in this section and to take such action as he or she deems necessary to ensure compliance with this section. Conditions of noise which are specifically exempted or for which a variance permit has been issued in conformity with the provisions of this section shall be exempt from the application of the provisions of this section.

C. No person shall unreasonably make, continue, or cause to be made or continued any noise or noise disturbance. Noncommercial public speaking and public assembly activities conducted on any public

space or public right-of-way shall be exempt from the operation of this subsection.

D. The following acts and the causing thereof are declared to be in violation of this section:

(1) Sound devices.

(a) Operating, playing or permitting the operation or playing of any radio, television, phonograph, drum, musical instruments, sound amplifier, or similar device which produces, reproduces or amplifies sound:

[1] Between the hours of 10:00 p.m. and 7:00 a.m. the following day in such a manner as to create a noise disturbance across a real property boundary, except for activities open to the public and for which a permit has been issued by the Department according to criteria set forth in this section.

[2] In such a manner as to create a noise disturbance in any room in any dwelling unit located in any adjacent premises.

[3] In such a manner as to create a noise disturbance at 50 feet from such device, when operated in or on a motor vehicle on a public right-of-way or public space.

[4] In such a manner as to create a noise disturbance to any person other than the operator of the device, when operated by any passenger on a common carrier.

(b) This subsection shall not apply to noncommercial spoken language covered elsewhere in this section.

(2) Using or operating for any noncommercial purpose any loudspeaker, public address system, or similar device between the hours of 10:00 p.m. and 8:00 a.m. the following day, such that the sound therefrom creates a noise disturbance across a real property boundary.

(3) Using or operating for any commercial purpose any loudspeaker, public address system, or similar device such that the sound therefrom causes a noise disturbance across a real property boundary, or between the hours of 5:00 p.m. and 8:00 a.m. the following day on a public right-of-way or public space.

(4) Operating or permitting the operation of powered model vehicles so as to create a noise disturbance across a real property boundary, or in a public space between the hours of 9:00 p.m. and 7:00 a.m. the following day.

(5) The intentional sounding or permitting the sounding outdoors of any fire, burglar, or civil defense alarm siren, whistle or similar stationary emergency signaling device, except for emergency purposes or for testing, as provided in Subsection **E** below.

(6) Sounding or permitting the sounding of any exterior burglar (or fire) alarm or any motor vehicle burglar alarm unless such alarm is automatically terminated within 15 minutes of activation.

E. Testing.

(1) Testing of a stationary emergency signaling device shall occur at the same time of day each time such a test is performed, but not before 9:00 a.m. or after 5:00 p.m. Any such testing shall use only the minimum cycle test time. In no case shall such test time exceed 60 seconds.

(2) Testing of the complete emergency signaling system, including the functioning of the signaling device and the personnel response to the signaling device, shall not occur more than once in each calendar month. Such testing shall not occur before 9:00 a.m. or after 5:00 p.m. The time limit specified in Subsection **E(1)** shall not apply to such complete system testing.

F. Criteria to determine noise.

(1) Maximum permissible sound levels by land use. No person shall operate or cause to be operated on private property any source of sound in such a manner as to create a sound level which exceeds the limits set forth below when measuring at or within the property boundary of the receiving land use. At all times, the sound-level limit, dBa, on trust lands shall be 70.

(2) Correction for character of sound. For any source of sound which emits a pure tone or impulsive sound, the maximum sound-level limits set forth in Subsection **F(1)** shall be reduced by five dBA.

(3) Exemptions. The provisions of this section shall not apply to refuse collection vehicles, aircraft and airport operations, interstate railway locomotives and cars, and emergency signaling devices.

G. Method of measuring noise.

(1) Equipment. Noise measurement shall be made with a sound-level meter manufactured according to the specifications of the American Standards Institute, USA Standard Specifications for General Purposes Sound Level Meters (S1.4-1971) and Preferred Center Frequencies for Acoustical Measurements (S1.6-1960) or any subsequent nationally adopted standards superseding the above standards.

(2) Location and interpretation. Noise measurement shall be made at the nearest lot line of the premises from which the noise complaint(s) is received and shall be made at a height of at least three feet above the ground and at least three feet away from walls, barriers, obstructions or sound-reflective surfaces. Where the nature of the noise permits, the slow-response setting shall be used to obtain the noise level on the sound-level meter.

H. Variance permits. Variance permits may be issued by the Department to exceed the noise standards set forth in this section as follows:

(1) Temporary variance permits.

(a) General. A temporary variance permit may be issued upon request, provided that the work producing such noise is necessary to promote the public health and/or welfare and reasonable steps are taken to keep such noise at the lowest possible practical level.

(b) Special community events. A temporary variance permit may be issued for special events, such as circuses, 4th of July celebrations and similar community events, which are limited in duration and are generally acceptable to the Tribe; provided that precautions are taken to maintain the noises produced at the lowest practical level.

(2) Procedure to obtain a variance permit. Applications for temporary variance permits must be made in writing to the Department and shall contain all of the following pertinent information:

(a) Dates requested;

(b) Time and place of operation;

(c) Equipment and operation involved;

(d) Necessity for such permit;

(e) Steps to be taken to minimize noise; and

(f) Name of responsible person(s) who will be present at the operation site while the noise is produced.

(3) Variance permits of indefinite duration.

(a) It is recognized that it is not technically or economically feasible for certain business operations and equipment to comply with the standards set forth herein as of the date of this section. The Tribe shall therefore issue a variance permit on existing business operations and equipment which produces excessive noise if it is found that it is not technically or economically feasible to alter such operation to reduce noise to within the prescribed standards set forth in this section. Applications for such variances must be made to the Department by an affected party in a letter setting forth the reasons that such variance should be granted. The Tribe, after review of all circumstances and the degree of nuisance, shall reply in writing giving the variance, denying the variance, or setting forth conditions or limitations under which the variance will be granted.

(b) In the event that the Department issues an order citing a violation of this section on an existing business operation and equipment and the party cited applies for a variance within 10 days of such citation, then all penalties provided shall be tolled from the date the application is filed until a final order or decision has been issued on the merits of the application.

I. Exemptions.

(1) Construction sites, public utilities, and public works. The criteria as set forth in this section shall not apply to construction sites, public utilities and public works projects and operations during the daytime hours from Monday through Saturday, inclusive; provided, however, that noise production shall be minimized through proper equipment operation and maintenance.

(2) Emergency operations. Emergency short-term operations which are necessary to protect the health and welfare of the citizens, such as emergency utility and street repair, fallen tree removal or emergency fuel oil delivery, shall be exempt from the criteria as set forth in this section, provided that reasonable steps shall be taken by those in charge of such operations to minimize noise emanating from the same.

(3) Noises required by law. The provisions of this section shall not apply to any noise required specifically by law for the protection or safety of people or property.

(4) Lawn mowers, garden tools, etc. Power equipment such as lawn mowers, small lawn and garden tools, riding tractors and snow removal equipment which is necessary for the maintenance of property, is kept in good repair and maintenance and which equipment, when new, would not comply with the standards set forth in this section shall be exempted from the provisions of this section. No person shall operate such equipment, with the exception of snow removal equipment, during the hours of 9:00 p.m. through 8:00 a.m., inclusive.

(5) Bells, chimes, etc. Bells, chimes and similar devices which signal the time of day and operate during the daytime hours for a duration of no longer than five minutes in any given one-hour period shall be exempt from the daytime noise limitations of this section.

J. Control of traffic noises.

(1) Operation of noisy vehicles. No person shall operate any vehicle on the alleys, streets and highways of the trust lands which, as a result of the nature of the vehicle or the manner it is driven, exceeds the noise levels established in the rules and regulations adopted by the Tribe pursuant to this section. The operation of equipment installed on governmental or other authorized emergency operations and for the safety of the public is excluded from the provisions of this subsection.

(2) Modification of vehicular equipment. No person shall modify or change the exhaust, muffler, intake muffle or any other noise-abatement device of a vehicle in such a manner that the noise emitted by the vehicle is increased above that emitted by the vehicle as originally manufactured.

(3) Rules and regulations pertaining to the control of traffic noises. The following practices and acts are prohibited regardless of decibel measurement:

(a) No vehicle shall be operated in such a manner as to produce loud and unnecessary squealing of tires.

(b) No vehicle shall sound its horn, bell, or other signaling device except as a danger or cautionary warning. Such warning shall only be sounded for a reasonable and necessary period of time.

(c) No person shall race the engine of a vehicle in such a manner as to produce unreasonably loud and unnecessary engine noises.

(d) In addition to the above, all subsections within this section will be applied to motor vehicles where applicable.

K. Appeals. Any person aggrieved by the denial of an application by the Department for an exemption or variance from the provisions of this section shall have the right to appeal therefrom to the Tribal Legislature, provided that a written request therefor is filed with the Chairperson of the Tribe within 10 days after receipt of the notice of such denial. The Tribal Legislature, after a hearing on such appeal, may affirm, modify or overrule the denial from which the appeal is made.

L. Additional remedy. The operation or maintenance of any device, instrument, vehicle, or machinery in violation of any provision of this section which causes harm, discomfort, or annoyance to reasonable persons of normal sensitiveness or which endangers the public health, safety, welfare, comfort, repose, peace and prosperity of persons in the area shall be deemed, and is declared to be, a public nuisance and may be subject to abatement by a restraining order or injunction issued by Menominee Tribal Court. This is not intended to preclude resort to any other legal remedy.

§ 594-25 **Weights and measures.**

A. The federal standards, Wisconsin Statutes and sections thereof, and Wisconsin Administrative Rules listed in this section are adopted by reference and shall be enforced under this section, with violations of the same subject to the penalties set forth in this article.

B. The system of weights and measures in customary use in the United States and the metric system of weights and measures are jointly recognized, and one or the other of these systems shall be used for all commercial purposes on the trust lands. The definitions of basic units of weight and measures, and weights and measures equivalents, as published by the National Bureau of Standards, are recognized and shall govern weighing and measuring equipment and transactions on the trust lands.

C. There shall be provided by the Tribe such field standards and such equipment as may be found necessary to carry out the provisions of this section. The field standards shall be verified by the State of Wisconsin Weights and Measures Office upon their initial receipt and at least once each five years thereafter.

D. The specifications, tolerances and regulations for commercial weighing and measuring devices issued by the National Bureau of Standards shall apply on the trust lands except as modified by rules issued by the State Department of Agriculture, Trade and Consumer Protection.

E. The Department shall have the custody of the Tribe's standards of weight and measure and of the other standards and equipment provided for by this section and shall keep accurate records of the same. The Department shall enforce the provisions of this section and shall have and keep a general supervision over the weights and measures offered for sale, sold, or in use in the trust lands.

F. The Department shall have the power to inspect and test, to ascertain if they are correct, all weights and measures kept, offered, or exposed for sale. It shall be the duty of the Department to inspect and test, to

ascertain if they are correct, all weights and measures commercially used in determining the weight measurement or count of commodities or things sold, or offered or exposed for sale, on the basis of weight, measure, or of count, or in computing the basic charge or payment for services rendered on the basis of weight, measure or of count, provided that, with respect to single-service devices, that is, devices designed to be used commercially only once and to be then discarded, and with respect to devices uniformly mass produced, as by means of a mold or die, and not susceptible of individual adjustment, tests may be made on representative samples of such devices, and the lots of which samples are representative shall be held to be correct or incorrect upon the basis of the results of the inspections and tests on such samples.

G. The Department shall investigate complaints made to it concerning violations of the provisions of this section and shall, upon its own initiative, conduct such investigations as it deems appropriate and advisable to develop information on prevailing procedures in commercial quantity determination and on possible violations of the provisions of this section and to promote the general objective of accuracy in the determination and representation of quantity in commercial transactions.

H. The Department shall, from time to time, weigh or measure and inspect packages or amounts of commodities kept, offered, or exposed for sale, sold, or in the process of delivery, to determine whether the same contain the amounts represented and whether they are kept, offered, or exposed for sale, or sold, in accordance with law, and when such packages or amounts of commodities are found not to contain the amounts represented, or are found to be kept, offered, or exposed for sale in violation of law, the Department may order them off sale and may so mark or tag them as to show them to be illegal. In carrying out the provisions of this subsection, the Department may employ recognized sampling procedures under which the compliance of a given lot of packages will be determined on the basis of the result obtained on a sample selected from and representative of such lot. No person shall sell or keep, offer, or expose for sale any package or amount of commodity that has been ordered off sale or marked or tagged as provided in this subsection unless and until such package or amount of commodity has been brought into full compliance with all legal requirements, or dispose of any package or amount of commodity that has been ordered off sale or marked or tagged as provided in this subsection and that has not been brought into compliance with legal requirements, in any manner except with the specific approval of the Department.

I. Vending machines.

(1) Notice posting of machines not operating properly. Whenever upon inspection of any vending machine it shall be found that such vending machine is not operating properly, the Department or its agent shall cause the vending machine to be placed in a nonvending condition by covering the coin insert slot or other mechanism with the notice prescribed and furnished by the Department or its agent.

(2) Responsibility. All vending machines in commercial use shall have conspicuously displayed thereon, or immediately adjacent thereto, adequate information detailing the method for the return of monies paid when the product or service cannot be obtained.

(3) Maintenance. All vending machines in commercial service and all mechanisms and devices attached thereto or used in connection therewith shall continuously be maintained in proper operating condition throughout the period of such service.

J. Method of sale of commodities.

(1) Commodities in liquid form shall be sold by liquid measure, and commodities not in liquid form shall be sold by weight, and commodities not in liquid form may be sold by count or measure if such methods are in general use and give accurate information as to the quantity of commodity sold.

(2) Berries and small fruits may be sold by measure only if in containers having capacities of 1/2 dry pint,

one dry pint or one dry quart.

(3) If a commodity is packaged in an aerosol container, it shall be sold by weight (including the propellant).

(4) This Subsection **J** shall not apply to commodities sold in compliance with a state or federal law which prescribes another method of sale or to commodities sold for immediate consumption on the premises where sold.

K. Declaration of quantity.

(1) No commodity which is marked, tagged or labeled, or for which a sign is displayed, with a selling price, shall be sold unless the weight, measure or count of the commodity is conspicuously declared on the commodity or its tag, label or sign, but a declaration of count is not required if the selling price is for a single unit, or a set or combination of commodities customarily sold to and understood by consumers as a single unit.

(2) No commodity shall be wrapped or its container made, formed or filled so as to mislead the purchaser, nor shall the qualifying term "when packed" or the terms "jumbo," "giant" or "full" or words of similar import that tend to mislead the purchaser as to the amount of the commodity be used in connection with a declaration of quantity.

(3) Variation from declared quantity. The magnitude of permitted variations from declared quantity shall be determined by rules set forth by the Wisconsin Department of Agriculture, Trade and Consumer Protection and the facts in the individual case.

L. Declarations of unit price on random weight packages. Any commodity in package form, the package being one of a lot containing random weights of the same commodity and bearing to total selling price of package, shall bear on the outside of the package a plain and conspicuous declaration of the price per single unit of weight.

M. Misleading packages. No commodity in package form shall be so wrapped nor shall it be in a container so made, formed or filled as to mislead the purchaser as to the quantity of the contents of the package, and the contents of a container shall not fall below such reasonable standard of fill as may have been prescribed for the commodity in question by the Department or its agent.

N. Advertising commodities for sale. Whenever a commodity in package form is advertised in any manner and the retail price of the package is stated in the advertisement, there shall be closely and conspicuously associated with such statement of price a declaration of the basic quantity of contents of the package as is required by law or regulation to appear on the package.

O. Bread. Each loaf of bread and each unit of a twin or multiple loaf of bread, made or produced for sale, kept, offered, exposed for sale, or sold, whether or not the bread is wrapped or sliced, shall be one of the following weights and no others: 1/2 pound, one pound, 1 1/2 pounds, or multiples of one pound avoirdupois weight, within variation or tolerances prescribed in this section, provided that the provisions of this subsection shall not apply to biscuits, buns or rolls weighing four ounces or less or to "stale bread" sold and expressly represented at the time of sale of such, and the marking provisions of this section shall not apply to unwrapped loaves of bread.

P. Bulk deliveries sold in terms of weight and delivered by vehicle. When a commodity in bulk is delivered by vehicle to an individual purchaser and the commodity is sold in terms of weight units, the delivery shall be accompanied by a duplicate delivery ticket with the following information clearly stated in ink or by means of other indelible marking equipment: the name and address of the vendor; the name and address of the purchaser; and the net weight of the delivery expressed in pounds, but where milk is picked up at farms, only the identity of the vendor and the net weight need be stated. If the net

weight is derived from determination of gross and tare weights, such gross and tare weights also shall be stated in terms of pounds on the ticket. One of these tickets shall be retained by the vendor and the other shall be delivered to the purchaser at the time of delivery of the commodity or shall be surrendered on demand to the inspector or sealer who, if he/she desires to retain it as evidence, shall issue a weight slip in lieu thereof for delivery to the purchaser. If the purchaser carries away his/her purchase, the vendor shall be required only to give to the purchaser at the time of sale a delivery ticket stating the number of pounds of commodity delivered to him or her. If the commodity is to be weighed by the purchaser, the purchaser shall furnish the vendor the duplicated delivery ticket provided for herein.

Q. Heating oil. All heating oil shall be sold by liquid measure or by net weight. In the case of each delivery of liquid fuel not in package form and in an amount greater than 10 gallons in the case of sale by liquid measure or 100 pounds in the case of sale by weight, there shall be rendered to the purchaser, either at the time of delivery or otherwise between the vendor and the purchaser, a delivery ticket or a written statement on which, in ink or other indelible substance, there shall be clearly and legibly stated:

(1) The name and address of the vendor;

(2) The name and address of the purchaser;

(3) The identity of the type of fuel comprising the delivery;

(4) The unit price (that is, the price per gallon or per pound, as the case may be) of the fuel delivered;

(5) In the case of sale by liquid measure, the liquid volume of the delivery together with the print meter readings from which such liquid volume has been computed, expressed in terms of the gallon and its binary or decimal subdivisions; and

(6) In the case of sale by weight, the net weight of the delivery, together with any weighing scale readings from which such net weight has been computed, expressed in terms of tons or pounds avoirdupois.

R. Prohibited acts. Persons are prohibited from doing any of the following:

(1) Hinder, obstruct or impersonate a dealer or inspector.

(2) Use or have in possession for use in buying or selling any commodity or service, or sell, any incorrect weight or measure or cause a weight or measure to be incorrect.

(3) Represent in any manner a false quantity in connection with the purchase or sale, or any advertising thereof, of any commodity, thing or service.

(4) Use or dispose of any rejected weight or measure, or commodity, or remove therefrom any official tag, seal, stamp or mark, without written authority from the Department or its agent.

S. Presumptive evidence. For the purpose of this section, proof of the existence of a weight or measure or a weighing or measure device in or about any building, enclosure, stand, or vehicle in which or from which it is shown that buying or selling is commonly carried on shall, in the absence of conclusive evidence to the contrary, be presumptive proof of the regular use of such weight or measure or weighing or measuring device for commercial purposes and of such use by the person in charge of such building, enclosure, stand or vehicle.

T. Lead. Materials used in constructing, remodeling, maintaining or repairing any structure on the trust lands shall comply with accepted standards for lead abatement.

§ 594-26 **Violations and penalties.**
Any person, firm, corporation or organization found guilty of a violation of any section of this article for

which a specific penalty is not herein provided shall, upon conviction thereof, forfeit the sum of not less than $25 nor more than $200, together with the costs of the prosecution. Each and every 24 hours such violation shall continue, except as otherwise provided in this article, shall constitute a separate offense.

§ 594-27 **Scope.**
This article shall apply to any lands owned by the United States of America in trust for the Menominee Indian Tribe that are located in Kenosha County, Wisconsin. These lands are referred to in this article as "trust land" or "trust lands."

§ 594-28 **Communication with county.**
The Health Officer shall meet with representatives of the Kenosha County Division of Health from time to time as both parties agree to discuss issues of mutual concern.

## Article III
## **Alarms and Emergency 911**

§ 594-29 **False alarms.**
Persons in possession of alarm systems intended to elicit a response from law enforcement personnel or fire department personnel shall pay to the Kenosha City/County Joint Services Board a charge per each false alarm responded to by such personnel according to the following schedule:

A. First two false alarms: no charge.

B. Third and fourth false alarm: $50.

C. Fifth through eighth false alarm: $75.

D. Ninth and 10th false alarm: $100.

E. Eleventh through 15th false alarm: $200.

F. Sixteenth through 20th false alarm: $300.

G. Twenty-first or more false alarms: $500.

§ 594-30 **Emergency 911 system.**
All businesses located on lands owned by the United States in trust for the Menominee Indian Tribe that are located in Kenosha County shall be responsible for payment of surcharges on their telephone bills for the purpose of funding the 911 system. Such businesses shall connect to the 911 system in cooperation with the Kenosha City/County Joint Services Board.

§ 594-31 **Scope.**
This article shall apply to lands owned by the United States in trust for the Menominee Indian Tribe that are located in Kenosha County, Wisconsin.

## Article IV
## **Shorelands**

§ 594-32 **Applicability.**
In addition to the land use regulations in Article **I**, the following regulations shall apply to that portion of the Menominee trust lands located in Kenosha, Wisconsin, that is within 300 feet of the ordinary high-water mark of a river or stream ("shoreland"), as defined on Exhibit "A" attached hereto and incorporated herein by reference.

§ 594-33 **Restrictions on cutting of trees and shrubbery.**
**[Amended 2-3-2005]**

The cutting of trees and shrubbery shall be regulated to protect natural beauty, control erosion and reduce the flow of effluents, sediments and nutrients from the shorelands. In the strip of land 35 feet wide inland from the ordinary high-water mark, no more than 30 feet in any 100 feet (30%) shall be clear-cut. In shoreland areas more than 35 feet inland, tree and shrubbery cutting shall be governed by the consideration of the effect on water quality and consideration of sound forestry practices and soil conservation practices. The tree and shrubbery cutting regulations required by this section shall not apply to the removal of dead, diseased or dying trees or shrubbery. Paths and trails shall not exceed 10 feet in width and shall be so designed and constructed as to result in the least removal and disruption of shoreland cover and the minimum impairment of natural beauty.

§ 594-34 **Protection of rivers and streams.**
Withdrawal of water from any river or stream is prohibited. No activities, other than those listed in § **594-33** above, shall be allowed within 75 feet of the ordinary high-water mark of any stream or river. Within the remainder of the shorelands, all activities shall comply with § **594-35** of this article.

§ 594-35 **Shoreland permits.**
The Community Development Department of the Menominee Indian Tribe, or any other department or entity granted regulatory power to enforce this article by the Menominee Tribal Legislature ("Department"), may issue a stipulated shoreland permit for earthmoving or erection of structures, including utilities, in the shorelands, provided that the use shall not be susceptible to flooding, concentrated runoff, inadequate drainage, adverse soil and topographic conditions or any other features likely to be harmful to the environment or the public interest. Where it is proposed that a stipulated shoreland permit be issued, the Department shall transmit to adjacent property owners within 200 feet of the trust lands, the City and County of Kenosha, and to the Department of Natural Resources a copy of the permit application together with a list of proposed stipulations prepared by the Department. The adjacent property owners, City and County of Kenosha, and Department of Natural Resources shall have 45 days from receipt of the application to recommend to the Department that additional stipulations be imposed on the application. The Department shall not issue the stipulated shoreland permit until the applicant agrees to the stipulations and such stipulated shoreland permit is filed and recorded in the office of the Register of Deeds for Kenosha County. The Department shall notify the Wisconsin Department of Natural Resources of the issuance of all stipulated shoreland permits. All stipulated shoreland permits shall be granted or denied within 60 days after application, unless the time is extended by mutual agreement. The applicant shall post any permit granted in a conspicuous place at the site. Any permit issued in conflict with the provisions of this article shall be null and void.

§ 594-36 **Compliance with Administrative Code.**
The use of any shorelands shall be conducted in accordance with the provisions of Ch. NR 115, Wis. Adm. Code. Any reference in that chapter to state or local officials shall be deemed a reference to a comparable tribal official. If there is a conflict between the terms of this article and the terms of that chapter, the terms of this article shall govern.

§ 594-37 **Violations and penalties.**
**[Amended 2-3-2005]**

Any person who fails to comply with the provisions of this article or any order of the Department issued in accordance with this article shall, upon conviction thereof, forfeit not less than $100 or more than $1,000 for each day the violation continues and pay the cost of prosecution for each violation, including court costs and reasonable attorney fees.

§ 594-38 **Administration and enforcement.**
This article shall be administered by the Department or any other entity designated by the Menominee Tribal Legislature. The Menominee Tribal Attorney, Menominee Tribal Prosecutor, or other officer designated by the Menominee Tribal Legislature, in coordination with the Department, shall enforce these provisions. In addition to seeking penalties listed in § **594-37** of this article, persons enforcing this article may seek injunctive relief from Tribal Court.

**EXHIBIT 1**
**KENOSHA REGIONAL AIRPORT OVERLAY ZONING DISTRICTS**

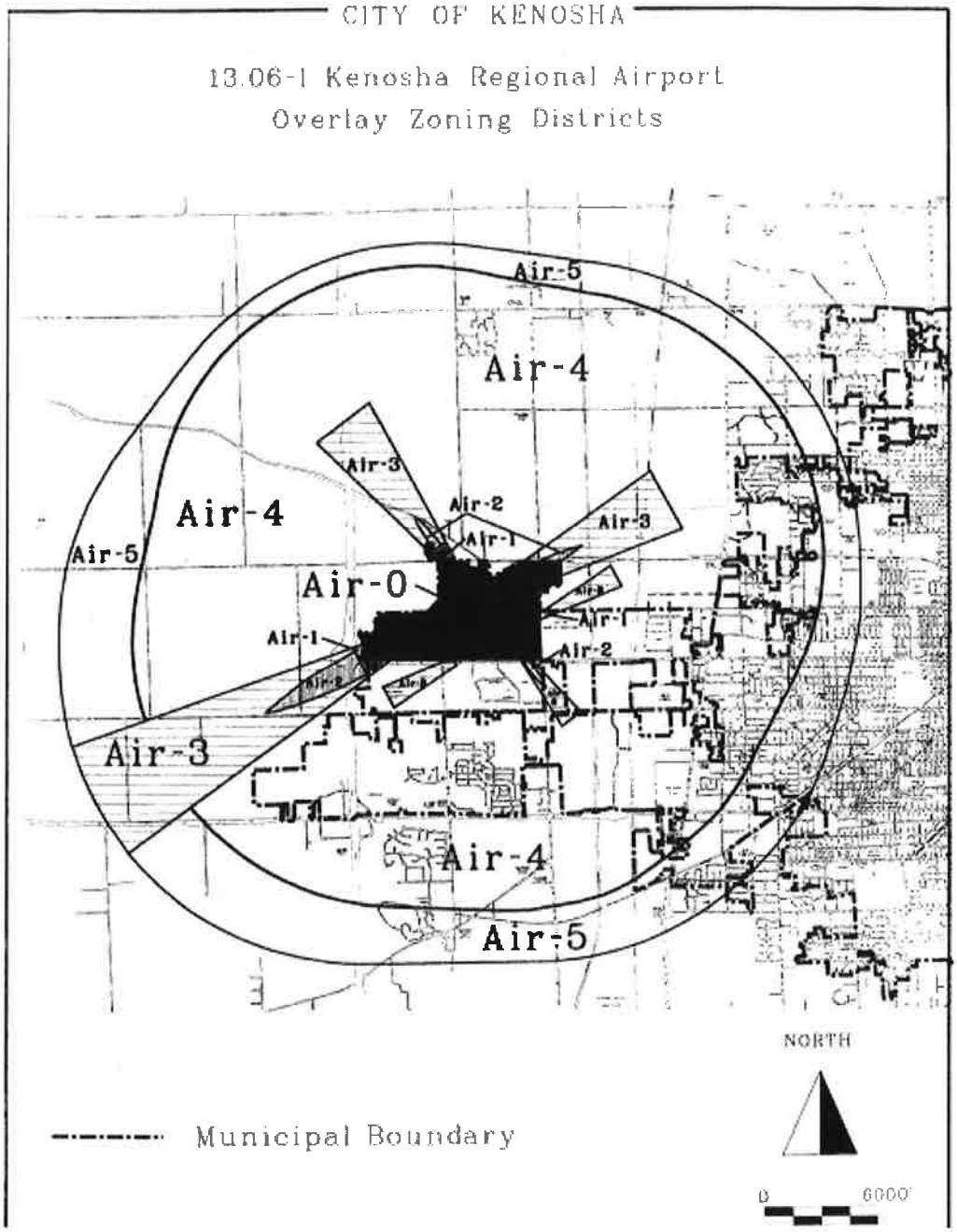


**EXHIBIT 2**
**AIRPORT HEIGHT LIMITATION ZONING MAP**

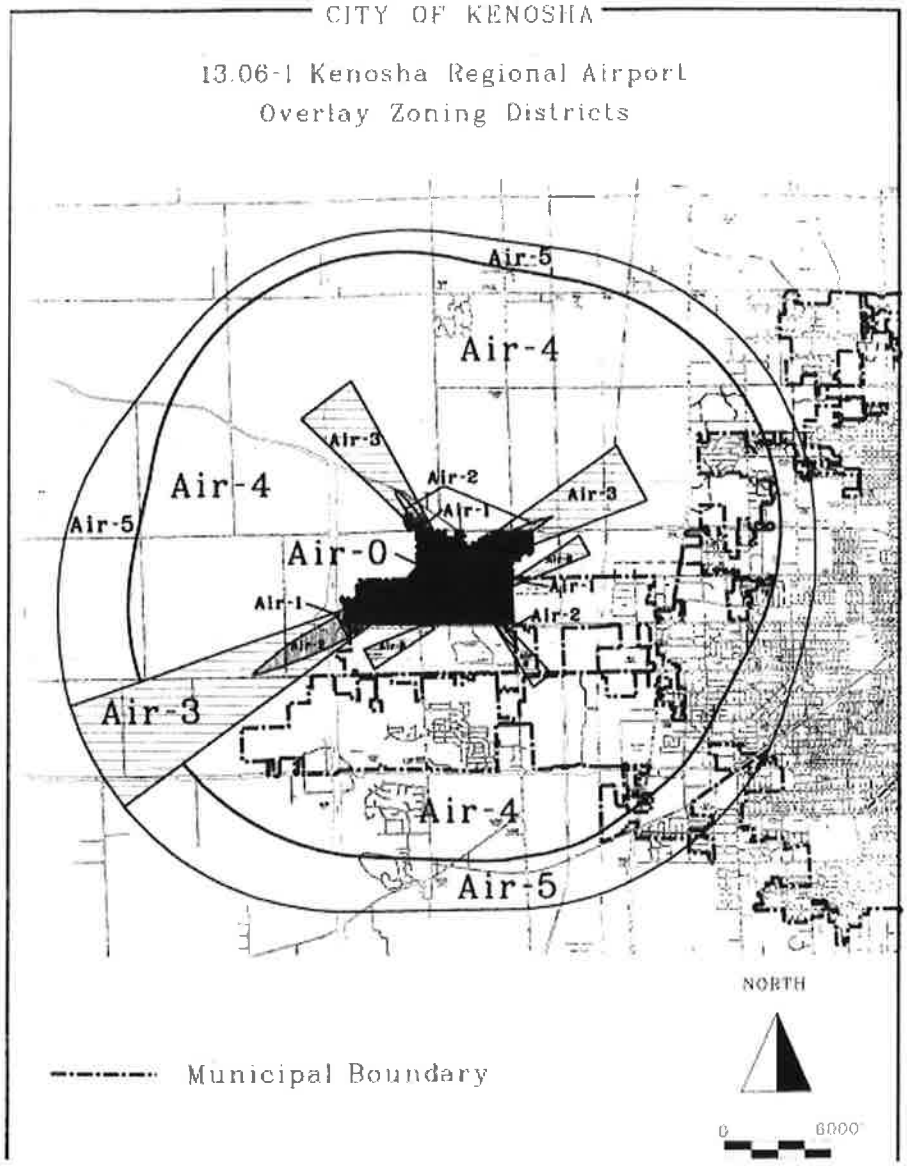


**EXHIBIT 3**
**LANDSCAPED AREAS**

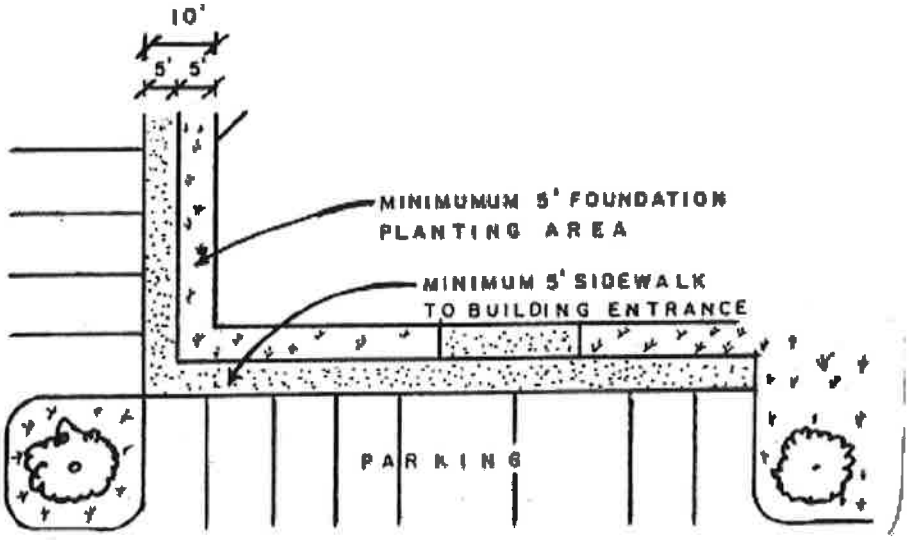
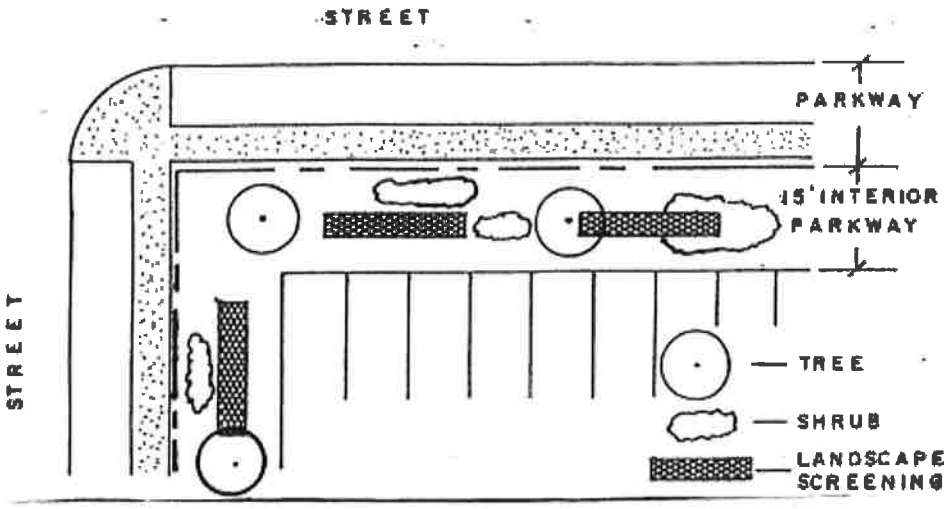


**EXHIBIT 4**
**COMMERCIAL BUFFER STRIP ABUTTING RESIDENTIAL ZONE**




OPTION 2

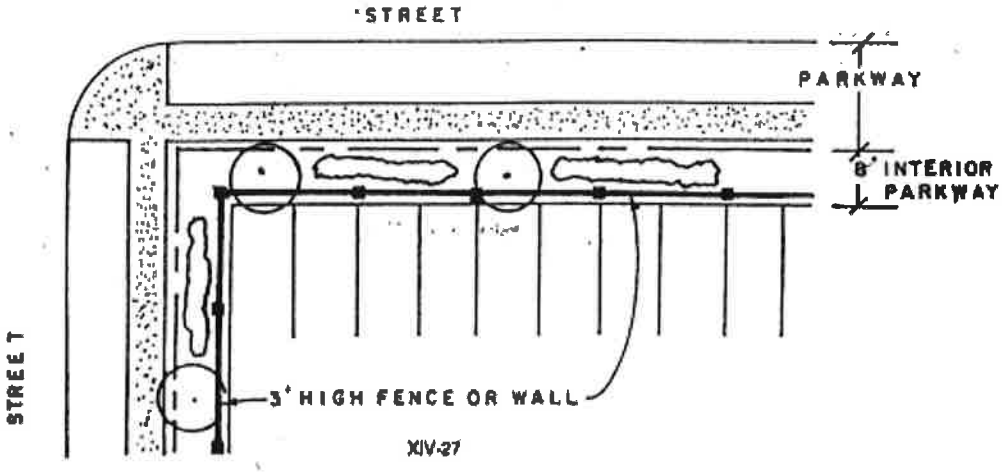


**EXHIBIT 5**
**COMMERCIAL INTERIOR LAWN PARK LANDSCAPING**

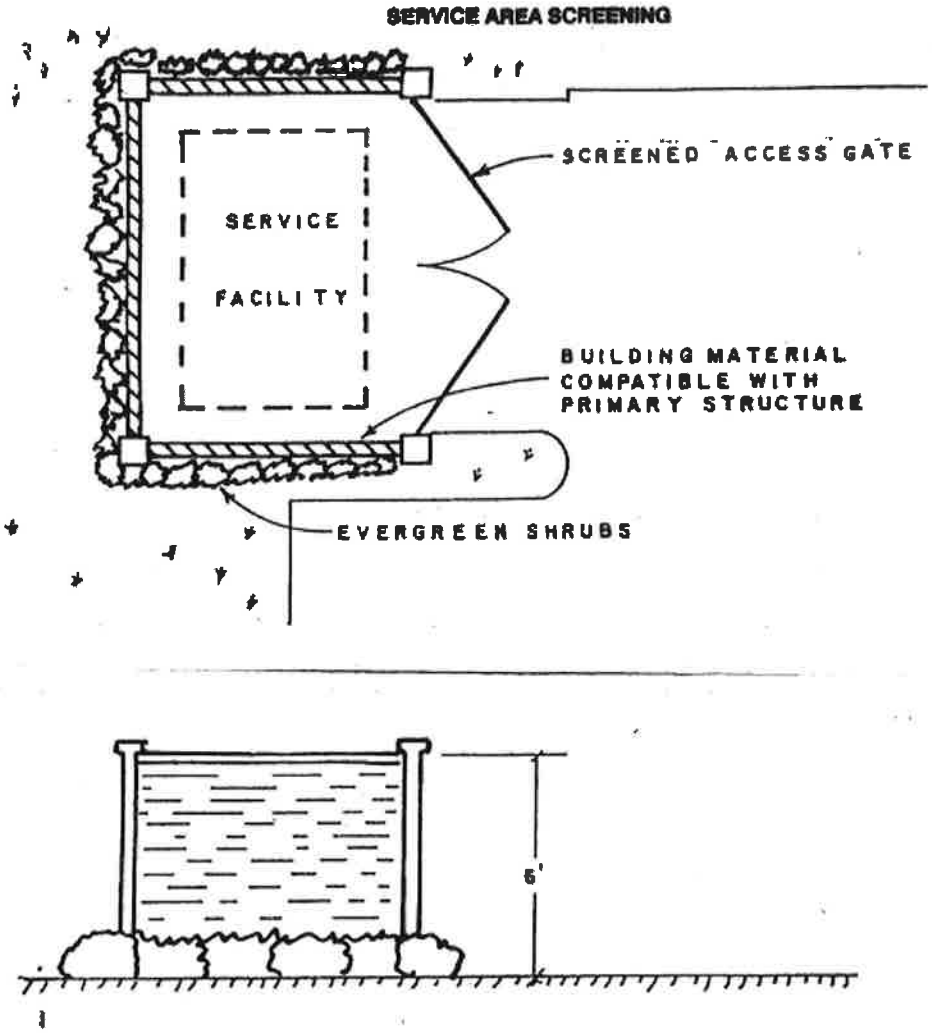
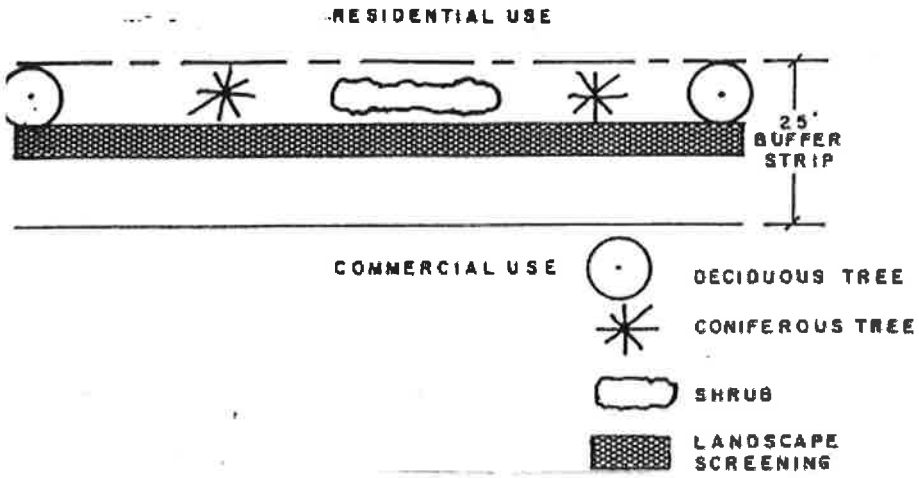


**EXHIBIT 6**

**INTERIOR LAWN PARK LANDSCAPING FOR COMMERCIAL USES**

| Miniumum Requirements | Option 1 | Option 2 | Parking Lot Not In View of R-O-W |
|---|---|---|---|
| Width of Interior Lawn Park | 15 Feet | 8 Feet | Not Required |
| Landscape Screening (Select One): | | | |
| - Berming (Height % of Frontage) | 3 Feet/50% | N/A | Not Required |
| - Masonry Wall (Height % of Frontage) | 3 Feet/50% | 3 Feet/100% | |
| - Screen Fence of Wood or Other Material (Height % of Frontage) | 3 Feet 50% | 2 Feet/100% | |
| PLANTINGS: | | | |
| Number of Trees | One Tree Per 40 Feet of Linear Street Frontage | One Tree per 40 Feet of Linear Street Frontage | Not Required |
| SIZE AT INSTALLATION: | | | |
| Deciduous Trees | 2.5"Cal. | | |
| Coniferous Trees | 6 Feet | | |
| Ornamental Trees | Clump Tree 5'<br>Cal. Tree 2.5" | | |
| Percent of Trees to be Coniferous | 50% | 75% | |
| SHRUBS: | | | |
| - Percent of Frontage | 50% | 75% | |
| - Percent to be Coniferous | 50% | 50% | |
| - Planting Size | Coniferous – 18"<br>Deciduous – 3 Ft | Coniferous – 24"<br>Deciduous – 3 Ft | |

**EXHIBIT 7**
**COMMERCIAL BUFFER STRIPS ABUTTING NONRESIDENTIAL ZONE**




**OPTION 2**

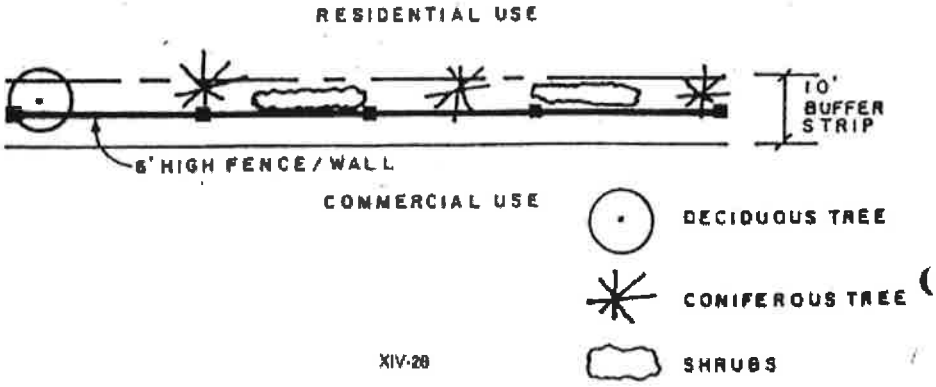


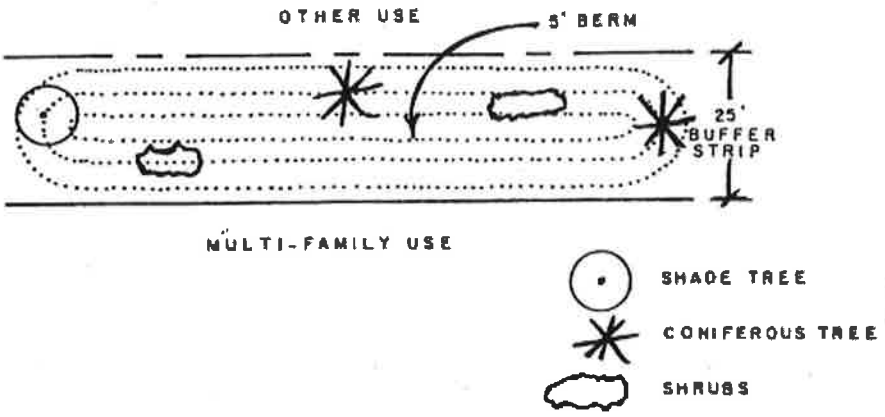
**EXHIBIT 8**
**BUFFER STRIPS FOR COMMERCIAL USES**

| Minimum Requirements | OPTION 1<br>Commercial Use Adjacent To Residential | OPTION 2<br>Commercial Use Adjacent To Residential | Commercial Use Adjacent To Nonresidential |
|---|---|---|---|
| MINIMUM WIDTH OF BUFFERS | 25 Feet | 10 Feet | 10 Feet |
| NUMBER OF TREES | One Tree Per 40 Feet of Linear Buffer Strip | One Tree Per 40 Feet of Linear Buffer Strip | One Tree Per 60 Feet of Linear Buffer Strip |
| SIZE OF TREES AT INSTALLATION: | | | |
| - Deciduous Trees | 2.5" Cal. | 2.5" Cal. | 2.5" Cal. |
| - Coniferous Trees | 5 Feet | 5 Feet | 5 Feet |
| - Ornamental Trees | Clump Tree—5'<br>Cal. Tree—2" | Clump Tree—5'<br>Cal. Tree—2" | Clump Tree—5'<br>Cal. Tree—2" |
| PERCENT OF TREES TO BE CONIFEROUS | 50% | 75% | 25% |
| SHRUBS | | | |
| - % of Buffer Strip to be Planted with Shrubs | 25% | 40% | 20% |
| - % of Shrubs to be Coniferous | 50% | 50% | 50% |
| - Size of Deciduous Shrubs | 3 Feet | 3 Feet | |
| - Size of Coniferous Shrubs | 18 Inches | 18 Inches | 3 Feet<br>18 Inches |
| SCREEN FENCE OR WALL | | | |
| - Height Above Grade | 6 Feet | 6 Feet | Not Required |
| - % of Buffer to Contain Fence/Wall | 100% -or- | 100% | Not Required |

| | | | |
|---|---|---|---|
| BERMING<br>- Height Above Surrounding Grade | 5 Feet | Not Required | Not Required |
| - % of Buffer To Contain Berming | 100% | Not Required | Not Required |

# EXHIBIT 9
# SERVICE AREA SCREENING

## OPTION 1




## OPTION 2

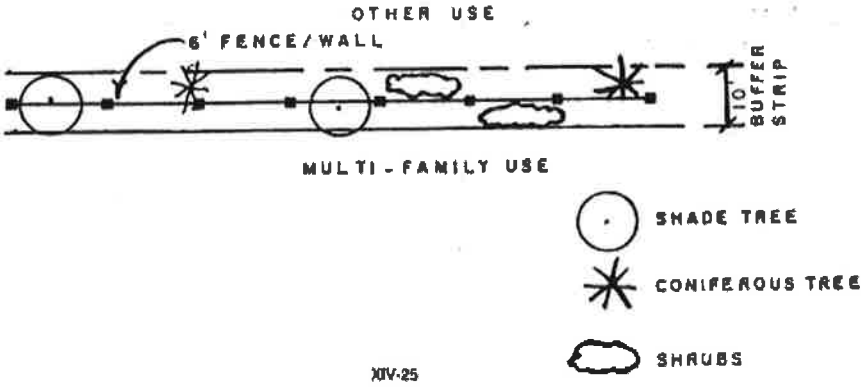
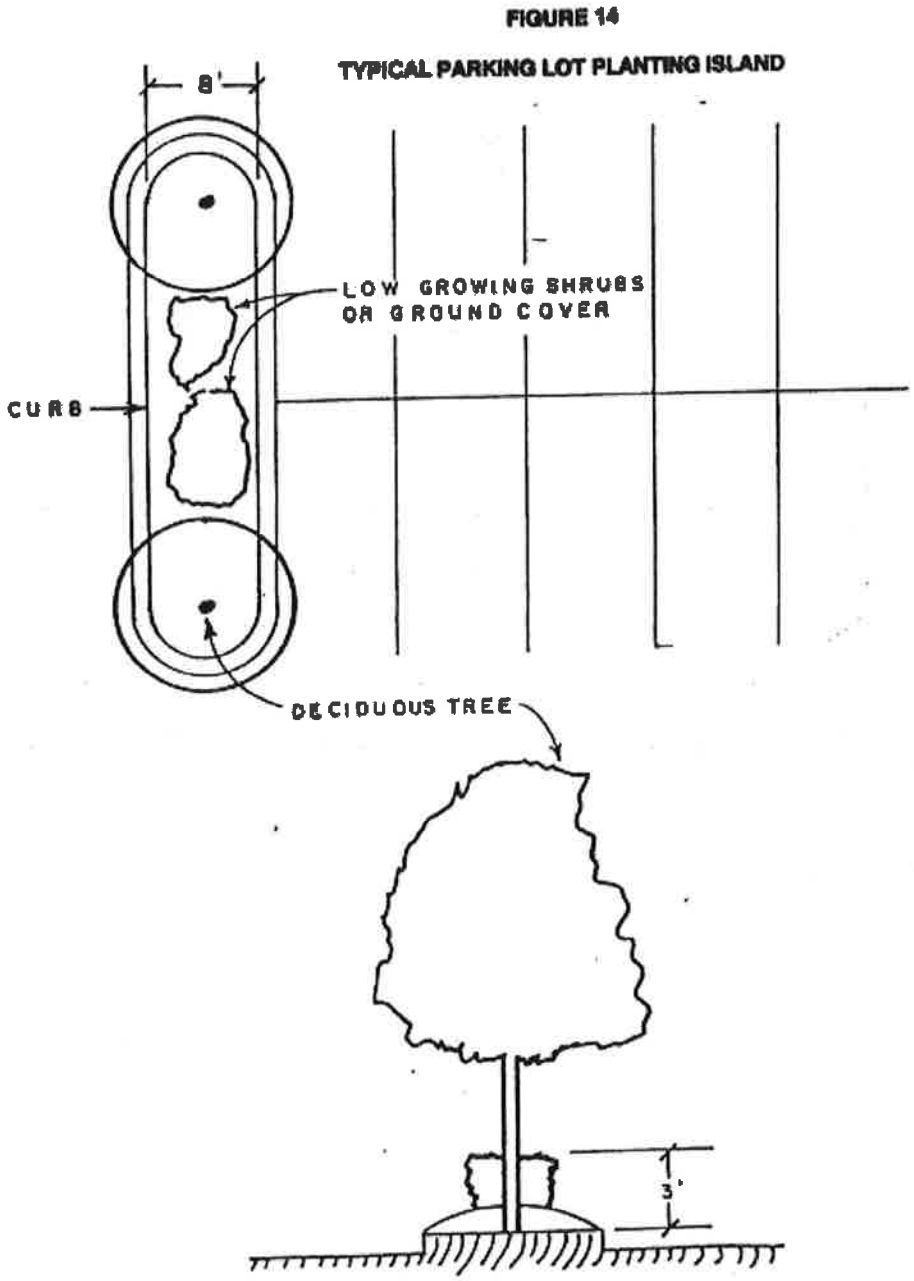


**EXHIBIT 10**
**TYPICAL PARKING LOT PLANTING ISLAND**



**Chapter 594 Menominee Tribal Code**

**Exhibit 11**

**Definitions**

"Administrative offices" means office space necessary to support any of the facilities and operations of any of the activities permitted.

"Adult Entertainment" means an establishment or business which regularly or on a frequently recurring basis, features entertainment that is distinguished or characterized by an emphasis on the exhibiting of "specified anatomical areas" or "specified sexual activities" for observation by patrons therein, or which holds itself out or identifies itself to the public by its name, signs and/or advertising as an establishment where such entertainment occurs regularly or on a frequently recurring basis, including, without limitation, by verbal or pictorial allusions to sexual stimulation or gratification, or by references to "adult entertainment," "strippers," "showgirls," "exotic dancers," "gentlemen's club," or similar terms.

"Amusement enterprises" means establishments used for indoor public entertainment or commercial recreational uses including but not limited to video or other mechanical games, and amusement rides

"Conference or Convention center" means building or buildings and related facilities used to host gatherings related to meetings, conventions, or other related purposes

"Gaming facilities" means building or buildings where Class II or Class III gaming is conducted in compliance with federal and Tribal law.

"Indoor warehouse and storage buildings as ancillary facilities to the principal use(s)" means those warehouse or storage buildings necessary to support any of the facilities and operations of any of the permitted activities.

"Recreational vehicle park" means any location where a customer or patron of the facilities may park a recreational vehicle for the purposes of lodging during a period when said customer or patron is utilizing the facilities. Recreational vehicle utility hookups are not permitted.

"Tavern, cocktail lounge, and nightclub" means any building or area within a building where the sale of on premises beer, wine, liquor or other alcohol is permitted with a license issued pursuant to Wisconsin Statute Chapter 125.

"Theater, indoor and outdoor, excluding adult entertainment" means a building or area within a building used to provide dramatic, musical, comedy, or similar entertainment.

**INTERGOVERNMENTAL AGREEMENT EXIIIBIT D**

**MINIMUM PAYMENT ILLUSTRATION**

# INTERGOVERNMENTAL AGREEMENT EXHIBIT D

# MINIMUM PAYMENT ILLUSTRATION

This is an illustration of how the net win and minimum payments will work under this agreement. This is not a projection of Net Win. The county does not expect there to be any Net Win payments in Calendar Year 1 as construction of the casino will take anywhere from 18 to 24 months.

**Example #1 - Calendar Year 1**

Assumptions:

- Land is placed into Trust – January 17, 20xx
- No Net win for calendar year 1 – casino under construction

Therefore:

- The number of days remaining in Calendar Year 1 including the date the land is placed into trust (January 17, 20xx) through December 31, 20xx is 349 days.
- The applicable payment as a percent of net win for Calendar Year 1 is 1%
- The minimum annual payment for Calendar Year 1 is $50,000.
    - No Net Win in Calendar Year 1
    - Minimum payment ($50,000 x 349/ 365) = $47,808
- Payment for Year 1: $47,808

**Example #2 – Calendar Year 3**

Assumptions:

- Net Win for 1st quarter (January 1, 20xx - March 31, 20xx) is $1,000,000.
- Net Win for 2nd quarter (April 1, 20xx - June 30, 20xx) is $6,000,000.
- Net Win for 3rd quarter (July 1, 20xx – September 30, 20xx) is $8,000,000.
- Net Win for 4th quarter (October 1, 20xx – December 31, 20xx) if $15,000,000.

Therefore:

- This is a full calendar year; no proration is required.
- The applicable payment as a percent of Net Win for Calendar Year 3 is 1%.
- The minimum annual payment for Calendar Year 3 is $500,000.

Calculation of Net Win Payments to the County for Calendar Year 3 – Section 2(A)(1):

| | Jan-March | April-June | July-Sept. | Oct-Dec | Total |
|---|---|---|---|---|---|
| Net Win (see assumption above) | $1,000,000 | $6,000,000 | $8,000,000 | $15,000,000 | |
| Payment to County of 1% of Net Win | $10,000 | $60,000 | $80,000 | $150,000 | $300,000 |

Total of the four quarters of Net Win payments to the County for Calendar Year 3 is $300,000.

When Minimum Payment is Due and Payable:

- Compare the minimum annual payment for Calendar Year 3 ($500,000) to the calculation of the total of the four quarters of Net Win payments to the County ($300,000) for Calendar Year 3.
- Since the minimum payment ($500,000) is greater than the total of the four quarters of the Net Win payments made to the County ($300,000) by $200,000, an additional payment of $200,000 would be due and payable to the County by February 14 (45 days after the close of the Calendar Year) of Calendar Year 4 under Section 2(A)(3).
- Any adjustment which may be due under Section (2)(A)(4) of this Agreement (Certification of Net Win) is not included in this example.

**Example #3 – Calendar Year 9 to 10**

Assumptions:

- Net Win for 1st quarter (January 1, 20xx - March 31, 20xx) is $65,000,000.
- Net Win for 2nd quarter (April 1, 20xx - June 30, 20xx) is $67,000,000.
- Net Win for 3rd quarter (July 1, 20xx – September 30, 20xx) is $72,000,000.
- Net Win for 4th quarter (October 1, 20xx – December 31, 20xx) if $79,086,000.
- CPI-U for January/Calendar Year 10 is 185.2.
- CPI-U for January/Calendar Year 9 is 181.7.

Therefore:

- The applicable payment as a percent of Net Win for Calendar Year 10 is 1.33%.
- The minimum annual payment for Calendar Year 10 is $1,000,000 adjusted by the CPI-U as provided in Section 2(A)(2) of the Agreement.

Calculation of Net Win Payments to the County for Calendar Year 10 – Section 2(A)(1):

| | Jan-March | April-June | July-Sept. | Oct-Dec | Total |
|---|---|---|---|---|---|
| Net Win (see assumption above) | $65,000,000 | $67,000,000 | $72,000,000 | $79,086,000 | |
| Payment to County of 1.33% of Net Win | $864,500 | $891,100 | $957,600 | $1,051,844 | $3,765,044 |

Total of the four quarters of Net Win payments to the County for Calendar Year 10 is $3,765,044.

Calculation of Minimum Payment for Calendar Year 10 – Section 2(A)(2):

$1,000,000 (minimum payment for Calendar Year 10) multiplied by 185.2 (assumed CPI-U for Calendar Year 10) divided by 181.7 (assumed CPI-U for Calendar Year 9) equals $1,019,263.

When Minimum Payment is Due and Payable:

- Compare the minimum annual payment for Calendar Year 10 ($1,019,263) to the calculation of the total of the four quarters of Net Win payments to the County for Calendar Year 10 ($3,765,044).
- The total of the four quarters of the Net Win payments made to the County ($3,765,044) is greater than the annual minimum payment ($1,019,263), therefore there is no additional payment due and payable to the County for Calendar Year 10 under Section 2(A)(2) of this Agreement.
- Any adjustment which may be due under Section (2)(A)(4) of this Agreement (Certification of Net Win) is not included in this example.

## INTERGOVERNMENTAL AGREEMENT EXHIBIT E

[TO BE ADDED]

**INTERGOVERNMENTAL AGREEMENT**

**EXHIBIT "E"**

**PLANNED CONSTRUCTION AND PHYSICAL DEVELOPMENT**

The Tribe and the Authority (hereinafter "Authority") intend, subject to availability of financing and capital at reasonable terms, conditions and costs, to develop the Kenosha Facility and undertake related development in accordance with the planned construction and physical development described below:

1. The Authority intends to transfer approximately 60 acres (described in Exhibit A of the Intergovernmental Agreement) to the United States of America, in trust for the Menominee Indian Tribe of Wisconsin.

2. ~~The Authority intends to~~Upon acquisition into trust by the United States, the Authority shall develop a Casino, Hotel, a varietyof amenities and Hard Rock Live on the property. The intent is to build all three areas simultaneously; however, it is possible that the Hard Rock Live and / or Hotel construction may be delayed until after the Casino is in operation and generating revenue due to the availability of financing on reasonable terms. Financing on reasonable terms shall mean: a) an interest rate of 9% or less along with a debt service leverage ratio of four times or less; and b) The forward looking annual distributions to Tribal government after payment of debt, interest, and compliance with other financing terms of the refinancing are equal to or greater than 15% of annual Class III Net Win at the Kenosha Facility.

~~2.~~3. Not withstanding the foregoing, the Hard Rock Live amenities shall be built and ready for use within seven years from the establishment of the Federal Trust Land.

~~3.~~4. The Kenosha Facility will be permanent in nature, and not temporary and/or disposable in nature.

~~4.~~5. The current approved concept program (subject to change based on availabilityof financing on reasonable terms) is shown in Table 1 below:

Table 1

CASINO

| Gaming Positions / Sq. Footage | |
|---|---|
| Slots | 1,500 |
| Tables | 55 |
| Sports Book | TBD |
| Square Footage of Gaming Areas and Support Areas | approx. 70,000 sq. ft |

Administration / Back of House

| | |
|---|---|
| Square Footage | approx. 25,000 sq. ft |

Food & Beverage Type / Sq. Footage

| | | |
|---|---|---|
| Hard Rock Café | (150 seats) | 5,200 sq. ft |
| Marketplace / Buffet | (250 seats) | 10,200 sq. ft |
| Steakhouse | (87 seats) | 3,200 sq. ft |
| Asian Restaurant | (95 seats) | 3,200 sq. ft |
| Other F&B | (170 seats) | 7,000 sq. ft |

Parking

| | |
|---|---|
| Valet and Surface | 2,375 spaces |

HOTEL

Guest Rooms

| | |
|---|---|
| Standard Rooms | 119 |
| Guest Suites | 31 |

Conference / Meeting Space

| | | |
|---|---|---|
| Ballroom and Support Space | (567 seats) | 18,375 sq. ft |

Recreational Facilities

| | |
|---|---|
| Health Club | 1,280 sq. ft |
| Spa | TBD |

# HARD ROCK LIVE

| | |
|---|---|
| **Size** | |
| Seating Capacity | 2,000 |
| **Type of Building** | |
| Enclosed for year round use square footage | 22,000 sq. ft. |

## EXHIBIT F

## AGREEMENT REGARDING SALES TAX BETWEEN THE MENOMINEE INDIAN TRIBE OF WISCONSIN, THE MENOMINEE KENOSHA GAMING AUTHORITY AND THE COUNTY OF KENOSHA

This Agreement is entered into by and between the MENOMINEE INDIAN TRIBE OF WISCONSIN, a federally recognized Indian tribe (the "Tribe"), the MENOMINEE KENOSHA GAMING AUTHORITY, (hereinafter the "Authority") a gaming entity formed by the Tribe and the COUNTY OF KENOSHA (hereinafter the "County") (collectively, the "Parties" or a "Party").

**WITNESSETH:**

**WHEREAS**, the Tribe and the Authority seek to develop a destination gaming facility and related development on lands to be held in trust by the United States (the "Facility") in Kenosha, Wisconsin; and

**WHEREAS**, the Tribe or Authority will enact a sales tax ordinance applicable to certain sales transactions executed on the Tribe's trust lands in Kenosha, Wisconsin; and

**WHEREAS**, the intent of a Tribal sales tax is to generate revenue for Tribal government; and

**WHEREAS**, the Tribe or Authority will collect its sales tax from patrons traveling to the Tribe's trust lands; and

**WHEREAS**, Kenosha County is responsible for the building and maintenance of a large portion of the road system within Kenosha County; and

**WHEREAS**, it is in the interest of the Tribe and Authority that the roads of Kenosha County are maintained at a high standard; and

**WHEREAS**, the Tribe, the Authority and the County desire to enter into an Agreement under which the Authority will provide funds to the County to be used for road and road infrastructure building and maintenance;

**NOW, THEREFORE**, in exchange for the mutual covenants and promises set forth below, the Parties hereby agree as follows:

### A. ENACTMENT OF SALES TAX

The Tribe or Authority shall enact and maintain a Tribal sales tax at a rate equal to the State of Wisconsin sales tax and any applicable County sales tax. This tax shall apply to sales made by the Authority on the trust land that are not subject to the State of Wisconsin's sales or use tax. The Tribal sales tax shall tax sales in a substantially similar manner as the State of Wisconsin Sales tax. The tax shall be effective on the date the trust lands are

accepted into trust by the United States.

## B. PAYMENT TO THE COUNTY AND AUDIT

The Tribe or Authority shall pay to the County 75% of the tax collected by the Tribe or Authority pursuant to the sales tax ordinance referenced in Section I, above beginning on the date the first payment is made through Calendar Year 8. Beginning in Calendar Year Nine the Authority shall no longer pay to the County 75% of such tax collected, but instead shall pay to the County 25% of such tax collected. Such payments shall be made in accordance with the payment schedule in Appendix A to this Agreement. Any good or service provided to customers of the Authority without charge shall not be subject to the Tribal sales tax ordinance. Any good or service provided to customers of the Authority who are members of the Menominee Indian Tribe of Wisconsin shall not be subject to the Tribal sales tax ordinance.

The Authority will provide an audit and sales tax report to the County annually as part of the audit provided to the County under the terms and conditions provided for in the Intergovernmental Agreement between County of Kenosha and the Menominee Indian Tribe of Wisconsin and the Menominee Kenosha Gaming Authority. In the event that sufficient information is not provided in such audit so as to accurately reflect sales tax revenues, the Authority shall allow the County to have an audit performed at the Tribe's expense.

If the audit shows that the payments to the County under this Agreement were less than the payments that should have been paid to the County pursuant to the terms of this Agreement, the Tribe or the Authority shall, within 60 days after receipt of the audit, make a separate payment to the County of the difference between such amounts. If the audit shows that the payments to the County were more than the payments that should have been paid to the County pursuant to the terms of this Agreement, the County shall, within 60 days after receipt of the audit, make a payment to the Tribe or Authority of the difference between such amounts.

## C. COUNTY USE OF FUNDS

All funds paid to the County by the Authority pursuant to Section II, above, shall be used by the County for general infrastructure projects, including but not limited to, road or road infrastructure construction or maintenance on roads falling within the jurisdiction of the County, equipment, labor, materials, capital improvement funds, highway related debt service or sinking funds for highway purposes, broadband and other county identified projects.

The County shall, within ninety (90) days of the Federal Trust Lands going into Trust, and annually thereafter, prepare and maintain a list of infrastructure and county projects that will benefit both the Menominee Tribal Trust lands and the citizens of Kenosha County. The County shall consult with the Tribe in creating said list. The County shall select one or more projects or purposes from the list presented, and if more than one project or purpose is chosen, shall prioritize the projects or purposes chosen. Funds collected by the County

pursuant to this Agreement shall be used only for the projects or purposes listed in this section.

County shall maintain funds received under this Agreement in a separate ledger and shall provide a report to the Tribe annually based on the County's audit showing how such funds were or will be used.

## D. TERM

The term of this Agreement shall continue for so long as the Tribe or the Authority makes sales on the Trust land subject to the Tribal sales tax ordinance.

## E. DEFAULT

1. In the event that any of the Parties to this Agreement believe that any other Party is not fulfilling any of that Party's obligations under this Agreement, the Party alleging a default shall serve notice upon the defaulting Party. The Party against whom a default is asserted shall have 30 days from receipt of such notice to cure any alleged default of its obligation. If the Party against whom a default is asserted fails to cure its default during this period, the Parties shall meet to informally mediate the dispute within 30 days after the Party requesting such a meeting serves notice on the other Party.

2. If after such meeting the dispute is not resolved, the dispute may be litigated in the United States District Court for the Eastern District of Wisconsin, the Seventh Circuit Court of Appeals, and the United Sates Supreme Court, or if such federal courts will not hear disputes related to this Agreement, in the State Circuit Court for Kenosha County, the State Court of Appeals and the State Supreme Court.

## F. LIMITED WAIVER OF TRIBAL IMMUNITY

The Tribe and Authority agree to waive any sovereign immunity enjoyed by the Tribe or Authority to enforce any dispute or claim arising under this Agreement. The Tribe, Authority and County consent to be sued in the United States District Court for the Eastern District of Wisconsin, the Seventh Circuit Court of Appeals, and the United Sates Supreme Court in connection with such disputes or claims. If such federal courts will not hear a dispute or claim arising under this Agreement, the Authority and County consent to be sued in the State Circuit Court for Kenosha County, the State Court of Appeals and the State Supreme Court in connection with such disputes or claims. No Party to this Agreement shall contest jurisdiction or venue of the above-referenced courts. The Authority shall not invoke the doctrine of exhaustion of tribal or other administrative remedies to defeat or delay such jurisdiction or proceeding.

Pursuant to Article XIII, Section 4(c) of the Tribe's constitution, in any suit against the Tribe or the Authority for monetary damages, the parties to this Agreement agree that such damages shall be limited to the undistributed or future net revenues or other assets of the Authority and/or other tribal gaming businesses established for the purposes of owning and operating the Facility.

## G. TERMINATION

This Agreement may be terminated upon the mutual agreement of the Parties, or pursuant to Section I of this Agreement.

## H. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the legal representatives, successors and duly authorized assigns of each Party pursuant to the terms of this Agreement.

## I. NON-ASSIGNABILITY

None of the Parties may assign this Agreement without the express written consent of each of the other Parties.

## J. ENTIRE AGREEMENT

This Agreement represents the entire agreement between the Parties and supersedes all prior agreements or understandings between the Parties, whether written or oral.

## K. NO THIRD-PARTY BENEFICIARY

This Agreement is personal to the parties to this Agreement and is not intended for the benefit of any other party.

## L. AMENDMENT

This Agreement may only be amended upon the written agreement of the Parties.

## M. GOOD FAITH

The parties to this Agreement agree that this Agreement imposes upon them a duty of good faith and fair dealing and further agree not to act or fail to act in such a manner as to directly or indirectly impair the obligations set forth herein.

## N. INTEREST ON LATE PAYMENTS

Interest on any late payment due under this Agreement shall accrue at the rate of one and one-half (1.5 %) percent per month on the unpaid balance due until paid in full. Any partial payments of the unpaid balance due shall first be applied to accrued interest with the remainder, if any, next applied to the unpaid balance.

## O. DISPUTE RESOLUTION

Claims, disputes or other matters arising out of or related to this Agreement, or the breach thereof, shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by any party to this Agreement. Prior to filing a written demand for mediation, the party making such demand shall submit to the other affected parties a

statement of the claim, dispute or other matter in question. The parties shall meet promptly after such statement is filed and shall endeavor in good faith to resolve any such claim, dispute or other matter in question amicably. If such meeting does not resolve the claim, dispute or other matter in question, a demand for mediation shall be filed in writing with the other affected parties and shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when the institution of legal or equitable proceedings based upon such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Any mediation conducted pursuant to this Section XV shall be held in accordance with the rules of the American Arbitration Association then in effect, unless the parties mutually agree otherwise. If the mediation fails to resolve the claim, dispute or other matter in question, arbitration shall not be available, and shall not be considered a condition precedent to the commencement of legal or equitable proceedings based upon such claim, dispute or other matter in question. If a demand for mediation has been made under this Section XV of this Agreement but such mediation has either not occurred or has not resolved the claim(s) subject to such mediation before the applicable statute of limitations for such claim(s) has run, a party to this Agreement may avail itself of any legal or equitable remedy available to the party without concluding the mediation. In the event that mediation does not resolve a claim, dispute or other matter in question, this Agreement is intended to provide each party with a right and standing to challenge any act or omission which violates this Agreement in the United States District Court for the Eastern District of Wisconsin and all related federal appellate courts or, if such United States District Court cannot hear or refuses to hear such dispute, State Circuit Court in and for Kenosha County and all related State appellate courts. This Agreement is further intended to provide each party with a right and standing to seek any available legal or equitable remedy to enforce this Agreement and to seek damages for the breach of this Agreement in such enumerated courts. Pursuant to Article XIII, Section 4(c) of the Tribe's constitution, in any suit against the Tribe or the Authority for monetary damages, the parties agree that such damages shall be limited to the undistributed or future Net Revenues or other assets of the Authority and/or other tribal gaming business established for the purposes of owning and operating the Kenosha Facility.

## P. PREVAILING PARTY TO RECEIVE COSTS AND FEES

In the event of litigation arising under this Agreement, the prevailing party in any such litigation shall be entitled to an award and judgment for its reasonable attorney's fees and any statutory costs.

## Q. GOVERNING LAW

This Agreement shall be governed by the laws of the United States of America and of the State of Wisconsin.

## R. AUTHORIZATION

The Tribe, the Authority, and the County each represent and warrant that each has performed all acts precedent to adoption of this Agreement, including, but not limited to,

matters of procedure and notice, and each has the full power and authority to execute this Agreement and to perform its obligations in accordance with the terms and conditions thereof, and that the representative executing this Agreement on behalf of such party is duly and fully authorized to so execute and deliver this Agreement.

## S. NOTICES

All notices required to be given hereunder shall be given in writing, sent by either personal delivery, certified mail, return receipt requested, or overnight mail. If sent via personal delivery, the notice shall be effective on the date of delivery. If sent by certified mail, the notice shall be deemed effective five (5) days after such mailing, not counting the day such notice was sent. If sent by overnight mail, the notice shall be effective on the date of delivery. All notices shall be addressed as follows:

| | |
|---|---|
| To the County: | County Clerk<br>County of Kenosha<br>1010 56th Street<br>Kenosha, WI 53140 |
| To the Tribe: | Tribal Chairman<br>Menominee Indian Tribe of Wisconsin<br>W2908 Tribal Office Loop Road<br>Keshena, WI 54135 |
| To the Authority: | Menominee Kenosha Gaming Authority<br>Menominee Tribe of Indians<br>W2908 Tribal Office Loop Road<br>Keshena, WI 54135 |

## T. NO CHALLENGES TO THE AGREEMENT

The Tribe, the Authority and the County hereby waive any right each may have to commence or maintain any civil action or other proceeding to contest, invalidate or challenge this Agreement, any procedure or proceeding undertaken to adopt this Agreement or any of the actions required or contemplated by this Agreement, or to take any actions, either directly or indirectly, to oppose or in any other way, to initiate, promote or support the opposition of approvals required under this Agreement or to hinder, obstruct or unduly delay any of the actions required or contemplated by this Agreement. This paragraph shall not be construed to prevent a party to this Agreement from commencing a declaratory judgment action regarding the interpretation of this Agreement. In the event of a challenge to the validity of this Agreement by any third party, the Tribe, the Authority and the County shall each defend the validity and enforceability of this Agreement in any administrative or judicial proceeding.

## U. SEVERABILITY

Except for this Section, Section IV, Section VI, Section XIII, Section XV, Section XX, and

Section XXV, no provision of this Agreement is severable from this Agreement. In the event that any provision of this Agreement is adjudged by any court of competent jurisdiction or federal agency having jurisdiction over this Agreement or Indian gaming to be invalid, ineffective or unenforceable, in whole or in part, the parties shall promptly meet to discuss how they might satisfy the terms of this Agreement by alternative means. The parties shall use their best efforts to find, design and implement a means of successfully effectuating the terms of this Agreement. If necessary, parties shall negotiate appropriate amendments of this Agreement to maintain, as closely as possible, the original terms, intent and balance of benefits, and burdens of this Agreement. In the event the parties are not able to reach agreement in such situation, the dispute resolution procedure of Section XV of this Agreement shall apply.

## V. NO LIABILITY FOR ACTS PRIOR TO THE AGREEMENT

Except as subject to a specific, written agreement, no party shall incur any liability for any acts undertaken during the discussion, negotiation, execution or the processes undertaken to secure any approval required to effectuate this Agreement, whether or not all necessary approvals to make this Agreement effective are obtained.

## W. CAPTIONS

The captions contained in this Agreement are inserted only as matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provisions hereof.

## X. AGREEMENT IN COUNTERPARTS

This Agreement may be executed in several counterparts, each of which fully executed counterparts shall be deemed an original.

## Y. TRIBE TO GUARANTEE AUTHORITY'S PERFORMANCE

The Tribe agrees that it will guarantee the performance of any duty or obligation of the Authority under this Agreement, and either perform such duty or obligation or cause its performance by the Authority, within ten (10) days of its receipt of notice from the County of the Authority's failure to perform any such duties or obligations.

## Z. EFFECTIVE DATE

This Agreement shall be effective upon its execution by all of the Parties of this Agreement and upon execution of all the Parties of the intergovernmental agreement between these parties.

**COUNTY OF KENOSHA, WISCONSIN**

By:_____
Samantha Kerkman, County Executive

Date: _____

By:_____
Regi Waligora, County Clerk

Date: _____

**MENOMINEE INDIAN TRIBE OF WISCONSIN**

By:_____
Gena Kakkak, Chairperson

Date: _____

**MENOMINEE KENOSHA GAMING AUTHORITY**

By:_____
Joey Awonohopay, Chairperson

Date: _____

## APPENDIX A

| Collection Month of Sales Tax | Payment Date |
|---|---|
| January | Last calendar day of February |
| February | Last calendar day of March |
| March | Last calendar day of April |
| April | Last calendar day of May |
| May | Last calendar day of June |
| June | Last calendar day of July |
| July | Last calendar day of August |
| August | Last calendar day of September |
| September | Last calendar day of October |
| October | Last calendar day of November |
| November | Last calendar day of December |
| December | Last calendar day of January |

# KENOSHA COUNTY
# BOARD OF SUPERVISORS

## RESOLUTION NO. _____

| | | | |
|---|---|---|---|
| Subject: Resolution to Approve the PROBATIONARY CABARET LICENSE – Wilmot Mountain 11931 Fox River Road Wilmot WI 53192 (Town of Randall) | | | |
| Original ☒ | Corrected ☐ | 2nd Correction ☐ | Resubmitted ☐ |
| Date Submitted: **November 13, 2023** | | Date Resubmitted: | |
| Submitted By: **Judiciary & Law Enforcement Committee** | | | |
| Fiscal Note Attached ☐ | | Legal Note Attached ☐ | |
| Prepared By: **Eric Klinkhammer** **Captain of Field Operations** | | Signature: | |

WHEREAS, the application of VR WM Holdings LLC DBA Wilmot Mountain for a probationary cabaret license Wilmot Mountain 11931 Fox River Road WI 53192 , in the Town of Randall, was made during the month of October, 2023, was turned over to this office on October 27, 2023, and

WHEREAS, the Kenosha Sheriff's Department has conducted an inspection of the premises, and

WHEREAS, the premises were found to be in conformity with the Cabaret Ordinance Number 8.02, and

NOW, THEREFORE BE IT RESOLVED, that because this is the initial application by the license holder, a probationary license be granted to VR WM Holdings LLC DBA Wilmot Mountain.

Respectfully Submitted,
**JUDICIARY AND LAW ENFORCEMENT COMMITTEE**

| | Aye | No | Abstain | Excused |
|---|---|---|---|---|
| Supervisor Brian Bashaw, Chair | ☒ | ☐ | ☐ | ☐ |
| Supervisor Zach Rodriguez, Vice Chair | ☒ | ☐ | ☐ | ☐ |
| Supervisor Laura Belsky | ☒ | ☐ | ☐ | ☐ |
| Supervisor Mark Nordigian | ☒ | ☐ | ☐ | ☐ |
| Supervisor Erin Decker | ☐ | ☐ | ☐ | ☒ |
| Supervisor John Franco | ☒ | ☐ | ☐ | ☐ |
| Supervisor Jeff Wamboldt | ☐ | ☐ | ☐ | ☒ |

# KENOSHA SHERIFF

## FIELD CASE REPORT

CASE# 2023-00345946

**EVENT**

| REPORTED DATE/TIME | OCCURRED INCIDENT TYPE | |
|---|---|---|
| 11/6/2023 16:09 | Liquor Law Violation | |
| **OCCURRED FROM DATE/TIME** | **OCCURRED THRU DATE/TIME** | **LOCATION OF OCCURRENCE** |
| 11/06/2023 16:09 | 11/06/2023 16:09 | 11931 FOX RIVER RD / WILMOT WI, 53192 |

**OFFENSES**

| | STATUTE/DESCRIPTION | COUNTS | ATTEMPT/COMMIT |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

**SUBJECT**

| JACKET/SUBJECT TYPE | NAME (LAST, FIRST, MIDDLE SUFFIX) | | | | |
|---|---|---|---|---|---|
| Adult Other | RANDLES CHUCK | | | | |
| DOB / AGE or AGE RANGE | ADDRESS (STREET, CITY, STATE, ZIP) 11931 FOX RIVER RD WILMOT WI 53192- | | | | |
| RACE | SEX | HEIGHT or RANGE | WEIGHT or RANGE | HAIR | EYE |
| White | Male | | | Unknown | Unknown |
| IDENTIFICATION TYPE | PRIMARY PHONE Cellular Phone (970)333-1723 | PHONE #2 | | PHONE #3 | |

**SUBJECT**

| JACKET/SUBJECT TYPE | NAME (LAST, FIRST, MIDDLE SUFFIX) | | | | |
|---|---|---|---|---|---|
| Adult Other | SCHUBKEGEL EMILY | | | | |
| DOB / AGE or AGE RANGE | ADDRESS (STREET, CITY, STATE, ZIP) 11931 FOX RIVER RD WILMOT WI 53192- | | | | |
| RACE | SEX | HEIGHT or RANGE | WEIGHT or RANGE | HAIR | EYE |
| White | Female | | | Unknown | Unknown |
| IDENTIFICATION TYPE | PRIMARY PHONE Cellular Phone (847)830-4168 | PHONE #2 | | PHONE #3 | |

**SUBJECT**

| JACKET/SUBJECT TYPE | NAME (LAST, FIRST, MIDDLE SUFFIX) | | | | |
|---|---|---|---|---|---|
| | | | | | |
| DOB / AGE or AGE RANGE | ADDRESS (STREET, CITY, STATE, ZIP) | | | | |
| RACE | SEX | HEIGHT or RANGE | WEIGHT or RANGE | HAIR | EYE |
| | | | | | |
| IDENTIFICATION TYPE | PRIMARY PHONE | PHONE #2 | | PHONE #3 | |

| REPORTING OFFICER | DATE | REVIEWED BY | |
|---|---|---|---|
| Tritschler Thomas 344 | 11/6/2023 | Staples, Horace J | 11/08/2023 |

# KENOSHA SHERIFF

**FIELD CASE REPORT** CASE# 2023-00345946

## NARRATIVE

O- General Manager Chuck Randles (970) 333-1723

O- Assistant Food and Beverage Manager Emily Schubkegel (847) 830-4168

NARRATIVE:

On 11/03/2023, at approximately 1704 hours, Deputy Tritschler #344 received an email regarding completing a Cabaret license application check/Liquor License check at Wilmot Mountain located at 11931 Fox River Road.

On 11/06/2023, at approximately 1609 hours, I responded to Wilmot Mountain Ski Hills to complete the Cabaret license application check.

Wilmot Mountain is located in the Town of Randall and the Village of Salem Lakes just north of the Wisconsin/Illinois border and is on approximately 120 acres. The main buildings that guests and staff use during hours of operation sit on the mountain's northeast side and can be accessed after driving down the long driveway that connects to CTH W (Fox River Road). The main entryway to access alcohol is on the east side of the main building.

I made contact with a white male, who verbally identified himself as Chuck Randles, who told me he was the General Manager of Wilmot Mountain. I informed Chuck why I was there, and he introduced me to the Assistant Food and Beverage Manager, who verbally identified herself as Emily Schubkegel. Emily agreed to show me around and show me where the Cabaret license would be applied.

Upon walking up to the east side of the building, there are two areas/locations designated for guests to consume alcohol and listen to live music indoors. One is called the Ski Hill Grill, which is through a doorway to the north of the main walkway, and the other is called Walt's Restaurant, which is to the south through a doorway.

The first area is called Ski Hill Grill. This area has a common/cafeteria-style area that contains several hundred chairs, tables, a cafeteria counter, coolers used to store beer, and checkout lanes where guests pay. Emily advised this area could hold approximately 300-400 people. Emily informed me if/when live music is present, it would be placed in the northwest corner of the main room. Attached with this report is a "Diagram #1" to describe this space, and the area about the Cabaret license is marked with a red star on Diagram #1.

Attached to this central area is a secondary area to the north with another 100-200 guest seats. Emily informed me they used to have another bar here called "Ski Hill Bar" but advised they only use this area for the cooler to store beer/alcohol now, and it does not function as a working bar anymore. Listed below is the liquor license information that was posted for Ski Hill Bar but has since all expired;

Issued through the Town of Randall, the Class "B" license for fermented malt beverages and "Class B" Intoxicating Liquors, License #: 2022/2023-005, valid through 07/01/2022 – 06/30/2023,

It should be noted that there are several exits throughout the two areas in Ski Hill Grill, but there are two main entrances/exits guests can use.

| REPORTING OFFICER | DATE | REVIEWED BY | |
|---|---|---|---|
| Tritschler Thomas 344 | 11/6/2023 | Staples, Horace J | 11/08/2023 |

## NARRATIVE (continuation)

The second area is called Walt's Bar/Restaurant. This is another larger room with several chairs and tables for guests to use and sit at. There is a high-top bar inside this area for alcoholic drinks to be served at. Emily informed me this area could hold between 200-300 people: two main guest entrances/exits and an additional employee exit behind the bar. There is also an outdoor patio connected to Walt's guests attached to the west side of Walt's building. Attached with this report is a "Diagram #2" to describe this space and the area about the Cabaret license, which is marked with a red star on Diagram #2.

For purposes of this report, Wilmot Mountain (11931 Fox River Road) uses the same Liquor license issued through the Town of Randall for both Ski Hill Grill and Walt's Bar/Restaurant. This is a Class "B" license for fermented malt beverages and "Class B" Intoxicating Liquors, License #: 2023/2024-003, valid through 07/01/2023 – 06/30/2024. The Agent on the license is VR WM Holdings LLC, Belinda A. Fox. This license was valid but had not yet been posted on the wall because they were not open yet for the season. Frames were located in both Ski Hill Grill and Walt's, where copies of the liquor license will go.

Lastly, Emily informed me Wilmot Mountain occasionally has outdoor music for special events and was able to show me where they host this. Just north of the main buildings, next to one of the skit lifts, is a small red building where they sometimes play music. Attached with this report is a "Diagram #3" to describe where this red building is and the Cabaret license area marked with a yellow circle and red star on Diagram #3.

Emily told me that each location mentioned above starts around 1000 hours normally, and they all close and stop selling liquor at 2100 hours. During my inspection, I observed no minors in the bar, though the bars were not open yet. The establishment appeared to meet Kenosha County Ordinance 8.02 requirements.

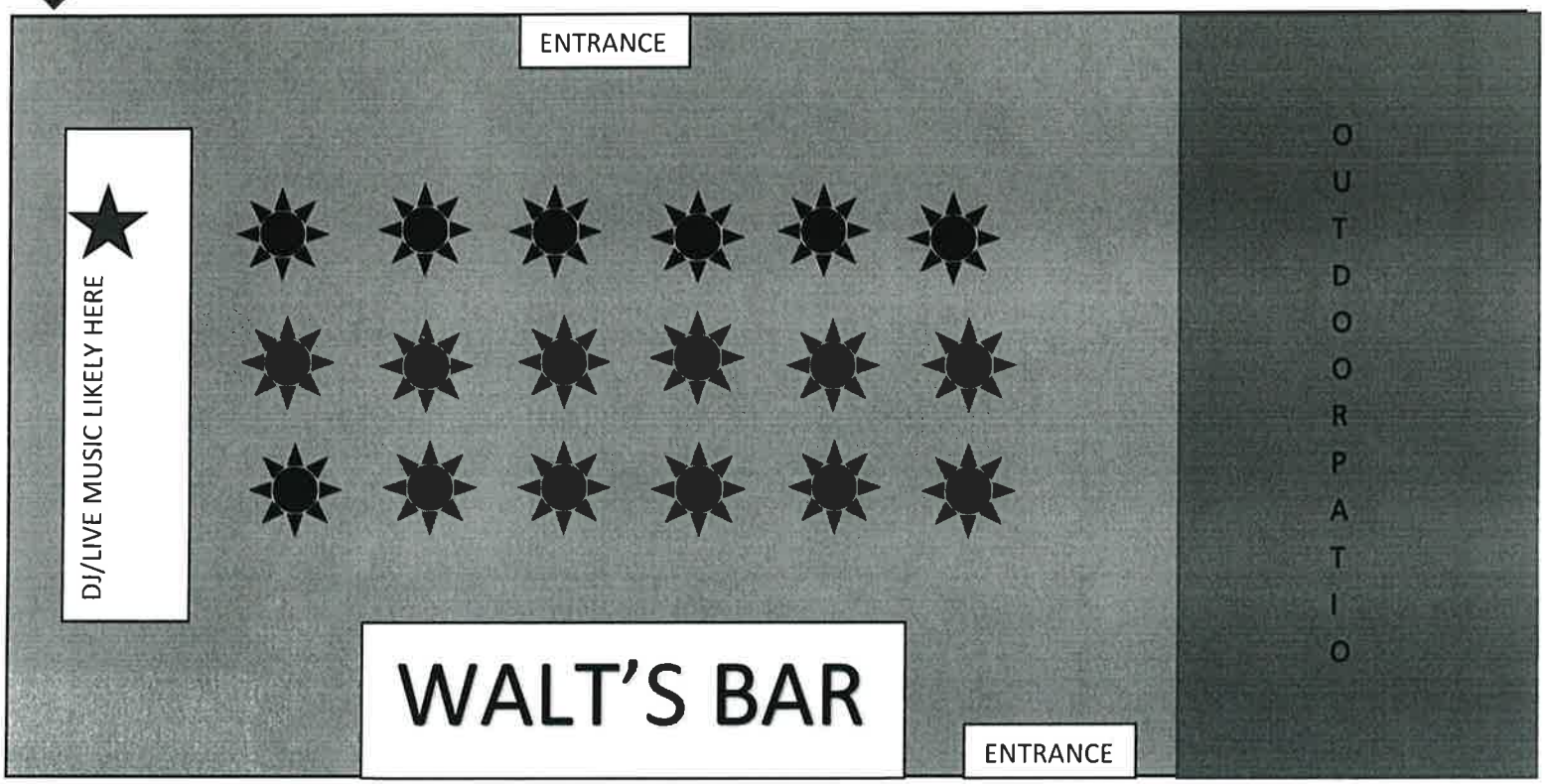
Based on my observation of all locations, I would recommend approval of the cabaret license for Wilmot Mountain. The three Diagrams mentioned above will be submitted and attached to this report. Nothing further.

This incident was captured on my body-worn camera.

END OF REPORT.

| REPORTING OFFICER | DATE | REVIEWED BY | |
|---|---|---|---|
| Tritschler Thomas 344 | 11/6/2023 | Staples, Horace J | 11/08/2023 |

# DIAGRAM #2




= TABLES

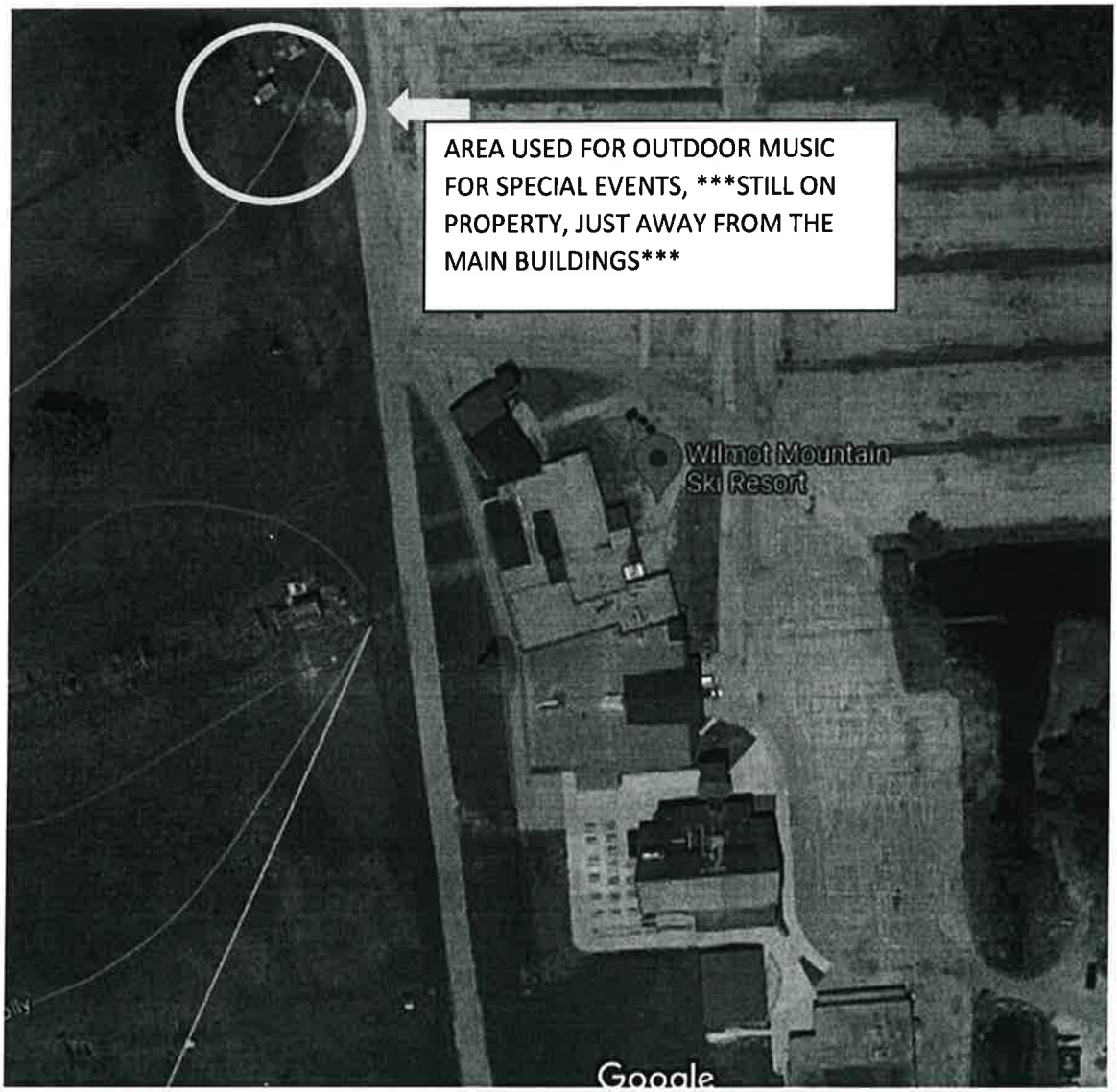
= DJ/LIVE MUSIC AREA

KSD CASE #: 2023-00345946

DIAGRAM NOT TO SCALE

DEPUTY TRITSCHLER #344

# DIAGRAM #3

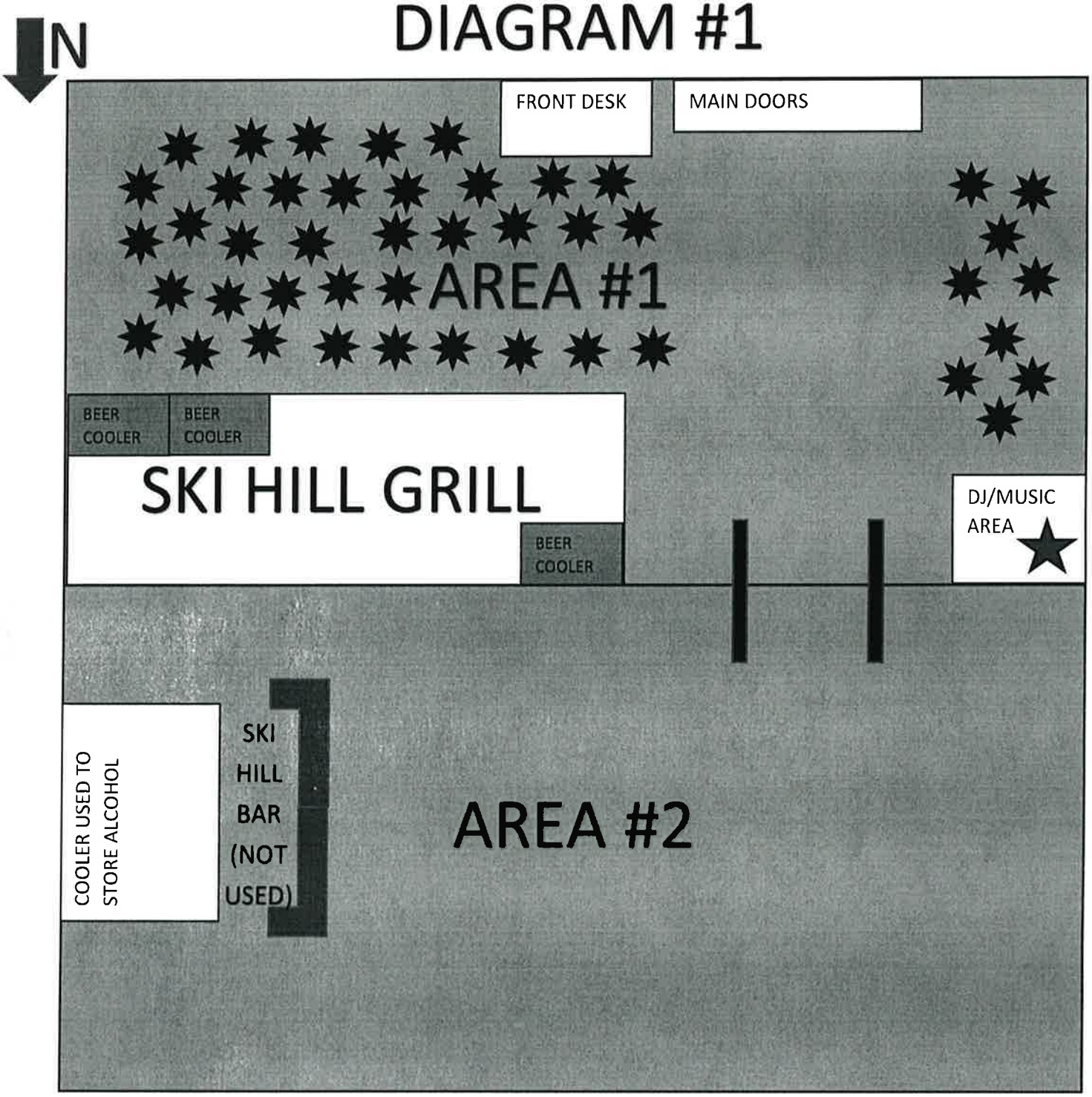



KSD CASE #: 2023-00345946

DIAGRAM NOT TO SCALE

DEPUTY TRITSCHLER #344

# DIAGRAM #1




= TABLES

= DJ/LIVE MUSIC AREA

KSD CASE #: 2023-00345946

DIAGRAM NOT TO SCALE

DEPUTY TRITSCHLER #344

# APPLICATION FOR PROBATIONARY CABARET LICENSE
**Kenosha County, Wisconsin**

DATE: Oct-23-2023

**TO THE KENOSHA COUNTY BOARD OF SUPERVISORS:**

I, as holder of a Class B Liquor License, hereby apply for a Cabaret License for:

| VR WM Holdings, LLC DBA Wilmot Mountain | 11931 Fox River Road Wilmot, WI |
|---|---|
| Name of Premises | Address |
| PO Box 427 Wilmot, WI | 53192 |
| Mailing Address | Zip Code |

Located in the Town of Randall, in the County of Kenosha from the date hereof for 6 months, (an application for a regular cabaret license will be sent upon expiration of the probationary license) and I hereby agree to deposit **$200.00** for said license and to comply with all the provisions of the Cabaret License Ordinance adopted by the County Board and in effect March 6, 2001 and all the laws of the State of Wisconsin pertaining thereto.

Belinda Ashley Fox
PRINT LICENSE HOLDER'S NAME

DocuSigned by:
Belinda Fox
357476234904443...
Signature of Applicant **(Must be license holder)**

262-206-2702
Day-time Telephone Number

**Please MAIL application, payment and updated copy of Class B Liquor License by July 15, 2022 to:**

**KENOSHA COUNTY CLERK**
**1010 56TH ST.**
**KENOSHA, WI 53140**

**A PHOTOCOPY OF YOUR CLASS B LIQUOR LICENSE MUST BE SUBMITTED WITH THIS APPLICATION**

BLB Combination Class B Retail License
Wisconsin Department of Revenue, Income, Sales & Excise Tax Division

COMBINATION
FORM

No. **2023/2024 – 003**
$350.00

# CLASS B RETAILER'S LICENSE
**for the sale of**
**FERMENTED MALT BEVERAGES and INTOXICATING LIQUORS**

**WHEREAS**, the local governing body of the **TOWN** of **RANDALL**, County of **KENOSHA**, Wisconsin, has, upon application duly made, granted and authorized the issuance of a Retail Class "B" License to **VR WM Holdings, LLC, Belinda A. Fox, Agent** to sell Fermented Malt Beverages as defined by and pursuant to Section 125.26 of the Statutes of the State of Wisconsin and Local Ordinances and the said applicant has paid to the Treasurer the sum of **$150.00** for such Class "B" Retailer's Fermented Malt Beverage license as required by local ordinances, **AND WHEREAS**, the local governing body has granted and authorized the issuance of a "Class B" Intoxicating Liquor License to said applicant to sell intoxicating liquor as defined in and pursuant to Chapter 125.51(3) of the Statutes of the State of Wisconsin and local ordinances and the said applicant has paid to the Treasurer the sum of **$200.00** for such "Class B" Intoxicating Liquor License as provided by local ordinances and has complied with all the requirements necessary for obtaining such licenses,

**LICENSES ARE HEREBY ISSUED** to said applicant to sell, deal and traffic in, at retail, Fermented Malt Beverages and Intoxicating Liquors at the following described premises **Wilmot Mountain, 11931 Fox River Rd., Wilmot, WI.**

**FOR THE PERIOD** from July 1, 2023 through June 30, 2024.

Given under my hand and the corporate seal of the
**TOWN of RANDALL**
**COUNTY of KENOSHA**
this 19th day of June 2023

Callie Rucker, Town Clerk

# OPERATOR'S LICENSE

No. 2023/2024 – 36 $22.00

**WHEREAS** the local governing body of the **TOWN OF RANDALL, KENOSHA COUNTY, WISCONSIN,** has, upon application duly made, . Granted and authorized the issuance of an "OPERATOR'S LICENSE" to

BELINDA A. FOX

**AND WHEREAS,** the said applicant has paid to the treasurer the sum of $22.00 as required by local ordinances and has complied with all requirements necessary for obtaining a license:

**NOW, THEREFORE**, an "Operator's" License pursuant to Section 125.32(2) and 125.68(2) of the Wisconsin Statutes, and local ordinances, is hereby issued to said applicant.

For the period ending June 30, 2024.

Given under my hand and
the corporate seal of the
**TOWN OF RANDALL**
**COUNTY OF KENOSHA**
**STATE OF WISCONSIN,**
This 19th day of June 2023

Amy Hookstead

Amy Hookstead
Town Treasurer
Deputy Clerk

Wilmot Mountain Ski Hills

| Call Type | Jan-22 | Feb-22 | Mar-22 | Apr-22 | May-22 | Jun-22 | Jul-22 | Aug-22 | Sep-22 | Oct-22 | Nov-22 | Dec-22 | Jan-23 | Feb-23 | Mar-23 | Apr-23 | May-23 | Jun-23 | Jul-23 | Aug-23 | Sep-23 | Oct-23 | Nov-23 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 911 Investigation | 16 | 13 | 4 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 2 | 9 | 20 | 16 | 7 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 911 Test | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 |
| Accident PD only | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Accident w/ INJURY | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Additional Patrol | 2 | 4 | 2 | 2 | 0 | 1 | 1 | 0 | 1 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| ALS Med | 1 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| ALS Med-Delta | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Annoying/Obscene Communications | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Assist Motorist | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| BLS Med | 4 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| BLS Med-Alpha | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Burglary | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Disorderly Conduct | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Fire Alarm | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 1 | 0 | 0 | 0 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 |
| ILS Med | 4 | 2 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| ILS Med-Bravo | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | 8 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| ILS Med-Charlie | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Liquor Law Violation | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |
| Lockout/Vehicle | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| >NEW CALL< | 2 | 3 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Parking | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 |
| Reckless/Intox Driver | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Suspicious | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Theft | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Trespass | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 |
| Trouble Unknown | 1 | 1 | 0 | 1 | 5 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| TS | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Vandalism | 0 | 0 | 2 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Veh Theft | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 35 | 28 | 13 | 6 | 5 | 6 | 3 | 0 | 4 | 2 | 3 | 21 | 38 | 31 | 8 | 1 | 1 | 0 | 1 | 0 | 2 | 1 | 1 |

County of Kenosha

Date: 10/27/2023
Office: COCLK
Batch: 841

Cashier:clcntr
Tran #:10

County Clerk

Receipt: 00035154
Paid By: Wilmot Mountain
Comments: Elkhorn
CL23 Cabaret License-Probation $200.00
100-150-1510-444010 -
Payment Total: $200.00

Transaction Total: $200.00
Paid by: VR US Holdings, Inc.
Check: 826345
CHECK: $200.00

FOR CHECK PAYMENTS, RECEIPT IS NOT VALID UNTIL THE CHECK HAS CLEARED ALL BANKS.

Kenosha County

# MEMORANDUM

Communication to Kenosha County Board of Supervisors
(For Informational Purposes Only)

***COMMUNICATION TO APPEAR ON COUNTY BOARD MEETING AGENDA*: 11/21/2023**

***SUBJECT*: Resolution to Approve the Probationary Cabaret License – Wilmot Mountain 11931 Fox River Road Wilmot WI 53192 (Town of Randall)**

***SUBMITTED BY*: Cpt. Eric Klinkhammer**

***TO BE REFERRED TO A COMMITTEE BY CHAIRMAN***

***ADDITIONAL INFORMATION (optional)*:**

# Kenosha County

## BOARD OF SUPERVISORS

**RESOLUTION NO._____**

| | | | |
|---|---|---|---|
| Subject: **REQUEST TO APPROVE THE APPOINTMENT OF LORI PLAHMER AS DIRECTOR OF DIVISION OF HEALTH SERVICES** | | | |
| Original ☐ | Corrected ☐ | 2nd Correction ☐ | Resubmitted ☐ |
| Date Submitted: Sept. 14, 2023 | | Date Resubmitted: | |
| Submitted By: Human Services Committee | | | |
| Fiscal Note Attached ☐ | | Legal Note Attached ☐ | |
| Prepared By: John T. Jansen, Director<br>Department of Human Services | | Signature: John T Jansen | |

WHEREAS, pursuant to County Executive Appointment 2023/24-23, the County Executive has appointed Lori Plahmer to the position of Director of the Division of Health Services. This is an appointment; and

WHEREAS, Ms. Plahmer was hired by Kenosha County in 2020 as a temporary nurse assisting with the pandemic response. On April 19, 2021, she was appointed to Clinical Services Manager and in April of 2023 assumed the duties of Interim Director of Health Services;

WHEREAS, the Human Services Committee of the Kenosha County Board of Supervisors has reviewed the request of the County Executive for confirmation of the above-named to serve as the Director of the Division of Health Services and is recommending to the County Board the approval of the appointment;

NOW, THEREFORE BE IT RESOLVED, that the Kenosha County Board of Supervisors confirms the appointment of Lori Plahmer as the Director of the Division of Health Services at an annual salary of $109,733. Ms. Plahmer's appointment shall be effective immediately.

Approved by:

| HUMAN SERVICES COMMITTEE | Aye | No | Abstain | Excused |
|---|---|---|---|---|
| Zach Stock, Chair | ☒ | ☐ | ☐ | ☐ |
| Tim Stocker, Vice-Chair | ☐ | ☒ | ☐ | ☐ |
| Supervisor Dave Geertsen | ☒ | ☐ | ☐ | ☐ |
| Supervisor Jeff Gentz | ☒ | ☐ | ☐ | ☐ |
| Supervisor Ed Kubicki | ☒ | ☐ | ☐ | ☐ |
| Supervisor Amanda Nedweski | ☐ | ☐ | ☐ | ☒ |
| Supervisor Monica Yuhas | ☒ | ☐ | ☐ | ☐ |

# COUNTY OF KENOSHA

**OFFICE OF THE COUNTY EXECUTIVE**
Samantha Kerkman, County Executive

1010 – 56th Street, Third Floor
Kenosha, Wisconsin 53140
(262) 653-2600


## ADMINISTRATIVE PROPOSAL

## COUNTY EXECUTIVE APPOINTMENT 2023/24-23

### DIRECTOR OF THE DIVISION OF HEALTH

TO THE HONORABLE KENOSHA COUNTY BOARD OF SUPERVISORS:

Placing special trust in her judgment and based upon her qualifications, I hereby submit to the Honorable Kenosha County Board of Supervisors for its review and approval the name of

Lori J. Plahmer
Oak Creek, Wisconsin 53154

to serve as the Director of the Kenosha County Division of Health.

Ms. Plahmer is a healthcare leader devoted to building strong teams, patient satisfaction and continual improvement in the health field. She has previously held the positions of Director of Emergency Services for Children's Hospital of Wisconsin, Senior Project Manager for Children's Hospital of Wisconsin, and Clinical Services Manager for the Kenosha County Division of Health in addition to positions as Director of Nursing and other staff nursing roles.

Ms. Plahmer will be filling the position vacated by Jen Freiheit. Her appointment as the Director of the Division of Health will become effective upon confirmation by the Kenosha County Board of Supervisors.

Ms. Plahmer assumed the duties of Interim Director of Health Services in April 2023, and is currently earning $109,733 annually.

Respectfully submitted this 31st day of October, 2023.

Samantha Kerkman
Kenosha County Executive

# LORI J. PLAHMER, RN, BSN, MSHSA

## HEALTHCARE LEADER & STRATEGY EXECUTIVE

**Builds Strong Teams**

- Dedicated and results-driven Healthcare Leader and Strategic Planning Executive with broad based expertise building and leading effective strategies for process improvement, operations management, and team leadership in the Healthcare industry.

**Patient Satisfaction**

- Accomplished RN with an MS degree in Health Services Administration and a strong history of positions in leadership, project management, and IT. At Froedtert Lutheran Memorial Hospital, functioned as the Director IT Strategic Initiatives and Interim Director of the IT Project Management Office. Built strong relationships with enterprise operations related to large key IT strategic initiatives and projects.

**Continuous Improvement**

- A demonstrated record of successful leadership establishing relationships and motivating teams to produce consistent results over a series of roles with Kenosha County Division of Health, Froedtert Memorial Lutheran Hospital, Children's Hospital of Wisconsin, Aurora Medical Center of Manitowoc County, Banner Baywood Medical Center, and other healthcare organizations.

### CORE COMPETENCIES

- *Healthcare Operations and Strategic Leadership*
- *Driving Cost Containment*
- *Leading Multiple Departments*
- *Engaging in Patient Data Research and Analysis*
- *Experience in Application Implementation Projects*
- *Expertise in EHR Systems*
- *Delivering Superior Patient Support & Service*
- *Leading Revenue & Profit Growth*
- *Expertise in Lean Methodologies*
- *Builds and Leads Strong Teams*

### PROFESSIONAL EXPERIENCE

**2021 TO PRESENT: KENOSHA COUNTY HEALTH DEPARTMENT: CLINICAL SERVICES MANAGER; INTERIM HEALTH OFFICER/DIRECTOR**

Named Interim Health Officer March 17, 2023. Reporting to the Director of Human Services, acting in the interim role with oversite of all three divisions in the department, Clinical Services, Environmental Services and Population Health Services. As the Clinical Services Manager, reporting directly to the Kenosha County Health Officer, directs all clinical services including but not limited to Communicable Diseases, Medication Assisted Treatment, School nursing, and Reproductive health ensuring appropriate prevention-centered clinical services. Leading planning, directing, implementing, evaluating, and reporting of ongoing and new services, and policy-orientated services and programs.

**2019 TO 2020: FROEDTERT MEMORIAL LUTHERAN HOSPITAL, MILWAUKEE WI**
**DIRECTOR, IT STRATEGIC INITIATIVES AND INTERIM DIRECTOR OF THE IT PROJECT MANAGEMENT OFFICE:**
**IT EXECUTIVE MANAGEMENT**

Reporting directly to the IT CIO, functioned in a dynamic and highly visible role within the office of the CIO with a focus on enterprise wide improvement initiatives to integrate, standardize and optimize operations. Coordinated IT strategic planning, budgeting and implementation support for key enterprise initiatives as assigned by the Chief Information Officer. Took ownership of special projects as directed by the CIO. Coordinated the IT annual planning process and assisted the CIO with strategic planning processes and IT Intake. levels of quality, access, and affordability. Projects were complex,

highly visible, organization -wide, with a technical and/or clinical focus involving multiple key stakeholders. Worked with the CIO on development and maintenance of external partnerships and internal operational partnerships. Participated as part of the senior leadership team of the IT department.

## 2011-2018: CHILDREN'S HOSPITAL OF WISCONSIN: SENIOR PROJECT MANAGER

A demonstrated record of success and achievement at one of the nation's top pediatric hospitals, marked by a position of increased influence, authority, and accountability.

As Senior Project Manager, Process Improvement/Process Excellence, fulfills a critical role planning and executing strategic initiatives designed to capture substantial gains in efficiency, productivity, and operational effectiveness at all levels of the organization and across multiple departments. Credited with navigating complex projects from initial concept through to completion, achieving all milestones and deliverables on-time and within budget.

**Key Projects**

- Executed an initiative to implement the Epic electronic healthcare records platform throughout the organization, as well as the Epic applications OpTime/Anesthesia, Radiant, and ASAP.
- Coordinated and led the implementation of analytical applications that included Ambulatory Operations, Hospital Acquired Applications, Emergency Medicine Explorer, Inpatient and Surgical Cohort Finder, Inpatient and Surgical Population Explorer, and Surgical Services Explorer.
- Facilitated the Cardiac Procedures Care Process project, a long-term enterprise performance improvement initiative, garnering an overall reduction in ICU LOS greater than 24 hours by standardizing chest tube removal protocols, establishing a discharge readiness process, and implementing post-operative management of biventricular cardiac cases.
- Facilitated a Septicemia Care Process project that focused on establishing a time zero for the diagnosis of sepsis, literature review, and scoring using the Agree Tool Methodology; led the development of a Sepsis Clinical Guideline and Pathway posted on the hospital's Intranet, best practice alerts across multiple units, and the establishment of an RN Response Team for rapid resuscitative care.
- Contributes additional service and expertise as a member of the Herma Heart Institute Quality Improvement Committee and the Clinical Effectiveness and Health Outcomes team.

## 2008 TO 2011: CHILDREN'S HOSPITAL OF WISCONSIN: DIRECTOR OF EMERGENCY SERVICES

Directed the Emergency Services line, supervising a team of four direct reports and over 200 employees across multiple functions. Formulated strategies to accelerate business growth and quality while bolstering efficiencies. Overall, ensured the success of the Trauma Center, The Wisconsin Poison Center, The Children's Hospital Critical Care Transport team, and 5 urgent care sites.

- Delivered substantial improvements in patient flow and patient/staff satisfaction through the leadership of a project to adopt Lean methodologies throughout the Emergency Department Trauma Center.
- Successfully navigated the Emergency Department through two pandemic H1N1 virus outbreaks that resulted in surges in patient volume throughout the Spring and Fall of 2009.
- Led the department's participation in the Wisconsin Health Information Exchange, a pilot program designed to foster improved collaboration between Emergency Departments throughout Wisconsin, resulting in enhanced continuity of care and increases in patient safety.
- Directed the Critical Care Transport Team in its first successful Mobile ECMO (Extracorporeal Membrane Oxygenation—Heart/Lung machine) run via ground transport; overall, managed this team to maintain patient satisfaction consistently between 90% and 100%.
- Worked with Milwaukee County Child Welfare to provide physicals to over 400 at-risk foster children.
- As the Director of the Wisconsin Poison Center, forged strategic partnerships with Concordia University and Rosalind Franklin School of Pharmacy; additionally, explored and secured contracts with private companies to provide additional funding for the Center.

**Early Career**

*Manager of Quality and Risk Management,* Aurora Medical Center of Manitowoc County, Two Rivers, WI
*Manager of Inpatient Nursing,* Aurora Medical Center of Manitowoc County, Two Rivers, WI
*Director of Nursing, Emergency Services and Chest Pain Unit,* Banner Baywood Medical Center, Mesa, AZ
*Director of Nursing; Intensive Care Services and Dialysis Services,* Banner Baywood Medical Center, Mesa, AZ
*Director of Emergency Services and Hospital Supervision,* Saint Nicholas Hospital, Sheboygan, WI
*Director of Medical/Surgical/Oncology Services and Hospital Supervision,* Saint Nicholas Hospital, Sheboygan, WI
*Hospital Supervisor, Evening Shift,* Saint Nicholas Hospital, Sheboygan, WI
*Staff Nurse Roles,* Saint Nicholas Hospital / Froedtert Memorial Lutheran Hospital

## EDUCATION & PROFESSIONAL CERTIFICATIONS

UNIVERSITY OF ST. FRANCIS
**Master of Science Degree in Health Services Administration**

UNIVERSITY OF WISCONSIN
**Bachelor of Science Degree in Nursing**

**Med Teams Certified Instructor**

**Registered Nurse in the State of Wisconsin**

# KENOSHA COUNTY
## BOARD OF SUPERVISORS

**RESOLUTION NO._____**

| | |
|---|---|
| Subject: Resolution to approve the appointment of **Ms. Eula Payne-Williams to the Kenosha County Commission on Aging and Disability Services** | |
| Original ☒ Corrected ☐ | 2nd Correction ☐ Resubmitted ☐ |
| Date Submitted: | Date Resubmitted: |
| Submitted By: Human Services Committee | |
| Fiscal Note Attached ☐ | Legal Note Attached ☐ |
| Prepared By: John T. Jansen | Signature: |

**WHEREAS**, pursuant to County Executive Appointment 2023/24-25, the County Executive has appointed Ms. Eula Payne-Williams to serve on the Kenosha County Commission on Aging and Disability Services, and

**WHEREAS**, the Human Services Committee has reviewed the request of the County Executive for confirmation of this appointment and is recommending to the County Board the approval of this appointment,

**NOW, THEREFORE, BE IT RESOLVED** that the Kenosha County Board of Supervisors confirms the appointment of Ms. Eula Payne-Williams to the Kenosha County Commission on Aging and Disability Services. This appointment shall be effective immediately and continue until the 31st Day of December 2026, or until a successor is appointed by the County Executive and confirmed by the Kenosha County Board of Supervisors. Ms. Payne-Williams will serve without pay and will be succeeding herself.

| **HUMAN SERVICES COMMITTEE:** | Aye | Nay | Abstain | Excused |
|---|---|---|---|---|
| Zach Stock, Chairman | ☒ | ☐ | ☐ | ☐ |
| Tim Stocker, Vice Chairman | ☒ | ☐ | ☐ | ☐ |
| Dave Geertsen | ☒ | ☐ | ☐ | ☐ |
| Jeff Gentz | ☑ | ☐ | ☐ | ☐ |
| Ed Kubicki | ☒ | ☐ | ☐ | ☐ |
| Amanda Nedweski | ☐ | ☐ | ☐ | ☒ |
| Monica Yuhas | ☒ | ☐ | ☐ | ☐ |

# COUNTY OF KENOSHA

**OFFICE OF THE COUNTY EXECUTIVE**
Samantha Kerkman, County Executive

1010 – 56th Street, Third Floor
Kenosha, Wisconsin 53140
(262) 653-2600


# ADMINISTRATIVE PROPOSAL

## COUNTY EXECUTIVE APPOINTMENT 2023/24-25

### KENOSHA COUNTY COMMISSION ON AGING AND DISABILITY SERVICES

TO THE HONORABLE KENOSHA COUNTY BOARD OF SUPERVISORS:

Placing special trust in the judgment and based upon the qualifications thereof, I hereby submit to the Honorable Kenosha County Board of Supervisors, for its review and approval, the name of

Eula Payne-Williams
Kenosha, WI 53142

to serve on the Kenosha County Commission on Aging and Disability Services beginning immediately upon confirmation by the County Board and continuing until the 31st day of December 2026 or until a successor is appointed by the County Executive and confirmed by the Kenosha County Board of Supervisors.

Eula Payne-Williams will serve without pay.

Eula Payne-Williams will be succeeding herself. She attended four of the six meetings held during the last year, with two excused health-related absences.

Respectfully submitted this 31st day of October 2023.

Samantha Kerkman
Kensha County Executive

COUNTY OF KENOSHA
OFFICE OF THE COUNTY EXECUTIVE
SAMANTHA KERKMAN

**APPOINTMENT PROFILE**
**KENOSHA COUNTY COMMISSIONS, COMMITTEES & BOARDS**

(Please type or print)
***Information marked with an * will be redacted before this form is publicly posted.***

Name: Eula Payne-Williams
First Middle Initial (optional) Last

*Residence Address: [redacted]

Occupation: Retired
Company Title

*Business Address: _____

*Telephone Number: Residence [redacted] *Business _____

*Daytime Telephone Number: [redacted]

*Email Address: [redacted]

Name of the Commission, Committee or Board for which you are applying:

Commission on Aging and Disability

Personal Statement: Please indicate why you believe you would be a valuable addition to the Commission, Committee or Board for which you are applying. If more space is needed, please attach a separate sheet.

As a retiree, I have the time to devote and am interested in getting more involved in my community as it relates to aging and disability. Now that covid is controlled to the extent that operations have resumed I believed that I am able to more effectively lend my administrative skills as needed.

Additional Information:

Nominee's Supervisory District: Kenosha County

Special Interests: Indicate organizations or activities in which you have a special interest but may not have been actively involved.

Any activities pertaining to senior individuals.

Do you or have you done business with any part of Kenosha County Government in the past 5 years? Yes ☐ No ☑ If yes, please attach a detailed explanation.

Affiliations: List affiliations in all service groups, public service organizations, social or charitable groups, labor, business or professional organization, and indicate if it was a board or staff affiliation.

Organizations within the church: Treasurer for Mission Ministry and member of Youth Ministry.
Currently on the board of Aging and Disability Commission for Kenosha County.

Governmental Services: List services with any governmental unit.

Conflict Of Interest: It would be inappropriate for you, as a current or prospective appointee, to have a member of your immediate family directly involved with any action that may come under the inquiry or advice of the appointed board, commission, or committee. A committee member declared in conflict would be prohibited from voting on any motion where "direct involvement" had been declared and may result in embarrassment to you and/or Kenosha County.

Eula Payne-Williams
Signature of Nominee

10/23/2023
Date

Please Return To: Kenosha County Executive
1010 – 56th Street
Kenosha, WI 53140

# KENOSHA COUNTY
## BOARD OF SUPERVISORS

**RESOLUTION NO._____**

| | |
|---|---|
| Subject: Resolution to approve the appointment of **Mr. Jim Schmidt to the Kenosha County Veterans Service Commission** | |
| Original ☒ Corrected ☐ | 2nd Correction ☐ Resubmitted ☐ |
| Date Submitted: | Date Resubmitted: |
| Submitted By: Human Services Committee | |
| Fiscal Note Attached ☐ | Legal Note Attached ☐ |
| Prepared By: John T. Jansen | Signature: |

**WHEREAS**, pursuant to County Executive Appointment 2023/24-26, the County Executive has appointed Mr. Jim Schmidt to serve on the Kenosha County Veterans Service Commission and,

**WHEREAS**, the Human Services Committee has reviewed the request of the County Executive for confirmation of his appointment of the above named to serve on the Kenosha County Veterans Service Commission and is recommending to the County Board the approval of this appointment,

**NOW, THEREFORE, BE IT RESOLVED** that the Kenosha County Board of Supervisors confirms the appointment of Mr. Jim Schmidt to the Kenosha County Veterans Service Commission. Mr. Schmidt's appointment shall be effective immediately and continue until the 31st Day of December 2026, or until a successor is appointed by the County Executive and confirmed by the Kenosha County Board of Supervisors. Mr. Schmidt will serve without pay but will receive a per diem and will be succeeding himself.

| **HUMAN SERVICES COMMITTEE:** | Aye | Nay | Abstain | Excused |
|---|---|---|---|---|
| Zach Stock, Chairman | ☒ | ☐ | ☐ | ☐ |
| Tim Stocker, Vice Chairman | ☒ | ☐ | ☐ | ☐ |
| Dave Geertsen | ☒ | ☐ | ☐ | ☐ |
| Jeff Gentz | ☒ | ☐ | ☐ | ☐ |
| Ed Kubicki | ☒ | ☐ | ☐ | ☐ |
| Amanda Nedweski | ☐ | ☐ | ☐ | ☒ |
| Monica Yuhas | ☒ | ☐ | ☐ | ☐ |

# COUNTY OF KENOSHA

**OFFICE OF THE COUNTY EXECUTIVE**
Samantha Kerkman, County Executive

1010 – 56th Street, Third Floor
Kenosha, Wisconsin 53140
(262) 653-2600


# ADMINISTRATIVE PROPOSAL

## COUNTY EXECUTIVE APPOINTMENT 2023/24-26

### KENOSHA COUNTY VETERANS SERVICE COMMISSION

TO THE HONORABLE KENOSHA COUNTY BOARD OF SUPERVISORS

Placing special trust in the judgement and based upon the qualifications thereof, I hereby submit to the Honorable Kenosha County Board of Supervisors for its review and approval the name of

Jim Schmidt
Wheatland, WI 53105

to serve on the Veterans Service Commission, beginning immediately upon confirmation of the County Board and continuing until the 31st day of December, 2026, or until a successor is appointed by the County Executive and confirmed by the Kenosha County Board of Supervisors.

Mr. Schmidt will replace himself. He will serve without pay, but will receive a per diem.

Respectfully submitted this 31st day of October, 2023.

Samantha Kerkman
Kenosha County Executive

COUNTY OF KENOSHA
OFFICE OF THE COUNTY EXECUTIVE
SAMANTHA KERKMAN

**APPOINTMENT PROFILE**
**KENOSHA COUNTY COMMISSIONS, COMMITTEES & BOARDS**

(Please type or print)
***Information marked with an * will be redacted before this form is publicly posted.***

Name: Jim Schmidt
First Middle Initial (optional) Last

*Residence Address: [redacted]

Occupation: Retired Carpenter
Company Title

*Business Address: _____

*Telephone Number: Residence [redacted] *Business _____

*Daytime Telephone Number: [redacted]

*Email Address: [redacted]

Name of the Commission, Committee or Board for which you are applying:

Kenosha County Veteran's Service Commission

Personal Statement: Please indicate why you believe you would be a valuable addition to the Commission, Committee or Board for which you are applying. If more space is needed, please attach a separate sheet.

I Have Served on the Veteran's Service Commission under C.V.S.O, Lois, Green and Nelson. Currently Serving on Congressman Steil's Veteran's Advisory Committee. Over a 50yr Period I Have Served the American Legion on Local, State and National Levels Concerning Veteran's Issues. Currently Serving as Chairman of The Kenosha County Veteran's Memorial Park Advisory Committee.

Kenosha County Commissions, Committees & Boards
Appointment Profile - Page 2

Additional Information:

Nominee's Supervisory District: 22nd

Special Interests: Indicate organizations or activities in which you have a special interest but may not have been actively involved.

Do you or have you done business with any part of Kenosha County Government in the past 5 years? Yes ☐ No ☒ If yes, please attach a detailed explanation.

Affiliations: List affiliations in all service groups, public service organizations, social or charitable groups, labor, business or professional organization, and indicate if it was a board or staff affiliation.

Current America Legion Post 544 Twin Lakes Commander
Past " " County and District Commander
Past " " State Vice Commander

Governmental Services: List services with any governmental unit.

U.S. Navy 4yrs

Conflict Of Interest: It would be inappropriate for you, as a current or prospective appointee, to have a member of your immediate family directly involved with any action that may come under the inquiry or advice of the appointed board, commission, or committee. A committee member declared in conflict would be prohibited from voting on any motion where "direct involvement" had been declared and may result in embarrassment to you and/or Kenosha County.

Jim Schmidt
Signature of Nominee

9-6-23
Date

Please Return To: Kenosha County Executive
1010 – 56th Street
Kenosha, WI 53140

# Kenosha County

## BOARD OF SUPERVISORS

**RESOLUTION NO._____**

| | | | |
|---|---|---|---|
| Subject: **REQUEST TO APPROVE THE APPOINTMENT OF JENNIFER BLASI AS DIRECTOR OF VETERANS SERVICES** | | | |
| Original ☐ | Corrected ☐ | 2nd Correction ☐ | Resubmitted ☐ |
| Date Submitted: October 30, 2023 | | Date Resubmitted: | |
| Submitted By: Human Services Committee | | | |
| Fiscal Note Attached ☐ | | Legal Note Attached ☐ | |
| Prepared By: John T. Jansen, Director<br>Department of Human Services | | Signature: | |

WHEREAS, pursuant to County Executive Appointment 2023-24-27, the County Executive has appointed Jennifer Blasi to the position of Director of the Division of Veterans Services. This is an appointment; and

WHEREAS, Ms. Blasi was hired by Kenosha County in 2013 as a Senior Office Associate. In February of 2016, she was appointed to Assistant Director of Veterans Services. Ms. Blasi is a U.S. Army veteran and holds a Masters of Arts Education degree; and

WHEREAS, the Human Services Committee of the Kenosha County Board of Supervisors has reviewed the request of the County Executive for confirmation of the above-named to serve as the Director of the Division of Veterans Services and is recommending to the County Board the approval of the appointment;

NOW, THEREFORE BE IT RESOLVED, that the Kenosha County Board of Supervisors confirms the appointment of Jennifer Blasi as the Director of the Division of Veterans Services at an annual salary of $85,000. Ms. Blasi's appointment shall be effective immediately.

Approved by:

| HUMAN SERVICES COMMITTEE | Aye | No | Abstain | Excused |
|---|---|---|---|---|
| Zach Stock, Chair | ☒ | ☐ | ☐ | ☐ |
| Tim Stocker, Vice-Chair | ☒ | ☐ | ☐ | ☐ |
| Supervisor Dave Geertsen | ☒ | ☐ | ☐ | ☐ |
| Supervisor Jeff Gentz | ☒ | ☐ | ☐ | ☐ |
| Supervisor Ed Kubicki | ☒ | ☐ | ☐ | ☐ |
| Supervisor Amanda Nedweski | ☐ | ☐ | ☐ | ☒ |
| Supervisor Monica Yukas | ☒ | ☐ | ☐ | ☐ |

# COUNTY OF KENOSHA

**OFFICE OF THE COUNTY EXECUTIVE**
Samantha Kerkman, County Executive

1010 – 56th Street, Third Floor
Kenosha, Wisconsin 53140
(262) 653-2600


## APPOINTMENT 2023/24-27

### APPOINTMENT OF THE DIRECTOR OF VETERANS SERVICES

TO THE HONORABLE KENOSHA COUNTY BOARD OF SUPERVISORS:

Placing special trust in the judgment and based upon the qualifications thereof, I hereby submit to the Honorable Kenosha County Board of Supervisors for its review and confirmation the name of:

Jennifer Blasi
Kenosha, WI 53142

to serve as the Director of the Kenosha County Division of Veterans Services.

Ms. Blasi was hired by Kenosha County in 2013 as a Senior Office Associate. In February of 2016, she was appointed to Assistant Director of Veterans Services. Ms. Blasi is a U.S. Army veteran and holds a Masters of Arts Education.

Ms. Blasi will fill the position vacated by Aloysius Ali Nelson. Her appointment as the Director of the Division of Veterans Services will become effective upon confirmation by the Kenosha County Board of Supervisors.

Ms. Blasi will receive $85,000 as an annual salary.

Respectfully submitted this 30th day of October, 2023.

Samantha Kerkman
Kenosha County Executive

JB

# Jennifer Blasi

[redacted]g [redacted]

September 15, 2023

Kenosha County

RE: Director Division of Veteran Services

Dear Clara Tappa,

I am writing to apply for the position of Director Division of Veteran Services with Kenosha County. With over 14 years of professional experience serving veterans, most recently as an Assistant Veterans Service Officer, I feel confident that I possess the skills and qualifications necessary for the position.

I am passionate about serving the veteran population and believe that my experience as an Assistant County Veterans Service Officer has provided a firm foundation for success in the position.

I am independently motivated, yet I appreciate and thrive in team efforts and collaborate productively within groups. In a small, fast paced Division that provides such a variety of services and demands a level of emotional intelligence and technical expertise, teamwork and collaboration throughout the division are essential to the success of the employees and of the mission.

As an Assistant Veterans Service Officer, I have had the opportunity to develop my problem-solving, planning, time management, and communication skills. My people-centric nature and compassion have afforded me client service and decision-making skills.

Lastly, as an employee who has moved up through the ranks in the Division, I am quite knowledgeable regarding the scope of tasks, duties, roles and responsibilities carried out by the Division and have established relationships with local, state and federal agencies, institutions, veterans service organizations, and non-profits that serve our veterans.

I appreciate your evaluation of my credentials and welcome an interview to further discuss my qualifications and vision for the future of Kenosha County Division of Veterans Services.

Sincerely,

Jennifer Blasi

Jennifer Blasi

# JENNIFER L. BLASI

[redacted]

**Assistant County Veterans Service Officer – Kenosha County Veterans Service Office**
**February 2016-Present**
Responsible for the Division Director duties necessary to support a veteran population of 8,800+ in Kenosha County in the absence of the Director. Provides administrative and instructional guidance to the subordinate staff. Supervise all office staff, assigned, and monitor work, and provide appropriate feedback Responsible for public relations, to include outreach efforts and speaking engagements to inform County residents of the availability of Federal and State veteran's benefits for which they may be eligible. Coordinated and organized veteran events to include standdowns, town hall meetings, and celebrations to support our veteran community. An active partner with state, local, and non-profit agencies addressing employment, housing, and food insecurity in the veteran population. Perform complex claims processing from initial interview through the appellate process. Serves as an active member of the Kenosha County Caregiver Coalition, Emergency Services Network, Kenosha County Veterans Memorial Park Committee, and the Dept. of Veterans Affairs Kenosha Case Conference Coalition.

**Senior Office Associate – Kenosha County Veterans Service Office**
**April 2013-February 2016**
Counsels, advises, and assists over 12,000 veterans, their dependents and survivors on a variety of matters including applications and claims for compensation, pension, insurance, hospitalization or out-patient care, education and rehabilitation, death benefits, housing loans, homeless assistance programs, subsistence and medical grants. Research and gather supporting evidence, such as military and medical records and individual statements to develop claims. Maintains grave registration records of deceased veterans and coordinates distribution of flags to local service organizations for Memorial Day. Authorizes and distributes food and transportation cards to eligible veterans. Updates and maintains the database of monetary assistance provided to veterans with county funds.

**Owner – RJ Apartments, Kenosha, WI**
**2001-Present**
Manage the operation of the business to include financial, legal, insurance, and maintenance costs. Developed a plan and budgeted for both routine and capital maintenance expenditures. Schedule and conduct viewings, lease signings, and inspections. Document and resolve customer and public complaints. Analyze market conditions to determine fair market rates and screen applicants in accordance with Fair Housing Guidelines.

**Administrative Clerk – U.S. Census Bureau (CCM), Kenosha, WI**
**2009-2010**
Provided administrative support in the collection, control, review, processing, and reporting of personnel and payroll data for employees. Carried out employee selection and hiring functions. Maintained confidential personnel and administrative records. Assisted in the processing of accident forms, travel vouchers, and resolution of time and attendance records.

# JENNIFER L. BLASI

**Administrative Assistant \ Special Events – Paterno Imports, Lake Bluff, IL**
**1998-1999**
Generated and tracked client itineraries for publicity trips within the United States. Scheduled travel arrangements for staff and clients as needed. Maintained databases for large trade shows. Created and maintained client publicity files. Compiled and distributed promotional materials to sales staff and distributors.

**Legal Specialist – US Army, Vilseck Law Center, Germany**
**1993-1997**
Provided Legal Assistance support to a large military community in a friendly and positive manner. Interviewed defense clients, analyzed and interpreted aspects of military law, and wrote letters of appeal and rebuttal on clients' behalf. Conducted legal briefings for service members facing charges. Prepared confidential legal documents in an accurate and prompt fashion. Recorded and transcribed formal investigations. Created and maintained an office procedural manual. Answered a large volume of incoming calls; took messages, transferred callers, dealt with general inquiries, made appointments and/or redirected callers to appropriate agencies.

**Education:**

**Masters of Arts Education**

National-Louis University, Milwaukee, WI, GPA 3.62

**Bachelor of Arts History**

Minor in Political Science University of Wisconsin-Parkside, Kenosha, WI

**Paralegal Certificate**

Carthage College, Kenosha, WI

**Licenses/Certifications:**

Living as a Leader

VA Accreditation

National Association of Veterans Service Officers (NACVSO)

Veterans of Foreign Wars

American Legion

Wisconsin Department of Veteran Affairs

Notary Public

## Letter of Reference for Jennifer Blasi

## for the Kenosha County Veterans Service Officer position

I have known Jennifer Blasi for ten years in her position as Assistant Kenosha County Veterans Service Officer.

Jennifer Blasi is a team player. She is fair and impartial to everyone. She has a high level of work performance in assisting Kenosha County veterans to obtain their needed veteran benefits. Overall, she is also a kind person.

I have observed her representing the Kenosha County CVSO office at State meetings in a very capably manner. She is very knowledgeable in rules and regulations of the Veterans Administration which contributes to her high level of helping veterans obtain their needed benefits.

Jennifer has good supervisory skills. I know she would lead the Kenosha County CVSO office to a high level of performance benefitting the veteran population in Kenosha County.

For these reasons I support and endorse Jennifer Blasi for the position of County Veterans Service Officer for Kenosha County.

Respectfully submitted,

Bill Erickson, Kenosha County Veterans Service Office Commissioner

September 15, 2023

September 5, 2005

To: Samantha Kerkman
Kenosha County Executive

Re: Vacant Kenosha County Veteran Service Officer Position

Dear Ms. Kerkman:

I write to you today to ask that you strongly consider and appoint Jennifer Blasi to the above mentioned position.

I am a disabled VietNam veteran and over the years,I have dealt with the Lake County Veteran Service office, the American Legion and The Kenosha County Veteran Service office.

For the last two years Jennifer Blasi has taken over my file and I will tell you that she has what it takes to do the job right. I have never had such a representation with the other organizations.

Every Kenosha County veteran deserves such representation and I can assure you that with Jennifer Blasi as the leader, every veteran will get the service that they expect and deserve.

Sincerely,

Edward M. Vite
[redacted]

Bradley Behling
[redacted]

Kenosha County
HR manager

Dear Kenosha County:

I was the Veteran Service Officer for Racine County from September 2015 until January 2019. I also had the honor of working for Kenosha County as a Veteran Service Representative from October 2021 until April 2023. Between those two times I served the Veteran community at the University of Wisconsin Parkside and as the Interim Executive Director of Veterans Outreach of Wisconsin. I understand fully the challenging and demanding role that surrounds being a Veteran Service Officer.

Kenosha County is blessed to have two great candidates that I can solidly recommend for this position. The first being the current interim director Jennifer Blasi, and Zachary Zdroik who was my protégé from 2017 until 2019 and then held the position as Veteran Service Officer from January 2019 until November 2021. Each bring years of experience and knowledge to the position, and both are well respected and well known in the Veteran community.

Jennifer is an Army Veteran who has been an advocate in Kenosha for the past 10 years, she is well skilled at multitasking, training and has a familiarity with the ways through the VA system expressing a definite empathy for each of the Veterans that she helps. Zach is a Marine Veteran with combat experience, he has a passion to serve the Veterans being 100% service connected disabled himself he knows the processes and contacts to reach out to while possessing a singular drive to ensure no Veteran is left behind. There are specific platforms that take years to become familiar with, VBATS, Vetraspec, and the Veteran database through the Veterans Administration that both are experts in navigating guaranteeing that the Veteran who sees them are getting the right answer the first time.

Kenosha County cannot go wrong with either choice and I am certain any other candidate will pale in comparison to either of these two.

I can be reached for further questions at [redacted], or on my email [redacted]

Sincerely,

Bradley Behling

Vice President Operations

Dousman Transport

JB

# *Jennifer Blasi*

## REFERENCES

**James Schmidt**

[redacted]

**Bradley Behling**

[redacted]

**Oscar Rodriguez**

[redacted]

**William Erickson**

[redacted]

# KENOSHA COUNTY

**BOARD OF SUPERVISORS**

RESOLUTION NO.

| Subject: RESOLUTION AUTHORIZING SALE OF A HIGHWAY F PROJECT REMNANT | |
|---|---|
| Original Corrected X 2nd Correction ☐ Resubmitted ☐ | |
| Date Submitted: | Date Resubmitted: 11/29/23 |
| Submitted By: Matthew Collins | |
| Fiscal Note Attached ☐ | Legal Note Attached ☐ |
| Prepared By: John F. Moyer<br>Sr. Asst. Corporation Counsel | Signature: John F Moyer |

WHEREAS, Kenosha County, as a result of the County Trunk Highway F project has a parcel which is of limited value to the County (please see involved parcel in attachment), and

WHEREAS, Kenosha County had earlier entered into a Memo of Understanding with Donna Karow (see attached MOU dated12-16-19), who owns the contiguous parcel and to further the Highway F project had made certain concessions from her property to assist Kenosha County in the highway project, and

WHEREAS, the Memo of Understanding granted Donna Karow a first right of refusal to purchase this remnant, and

WHEREAS, many benefits are derived for the public from the cooperative efforts of the County and area landowners in a highway project, and

WHEREAS, Kenosha County has benefitted from the completion of the Highway project such that the citizens can enjoy use of the new Highway F, and

WHEREAS, The Kenosha County Board had earlier authorized the transfer of this remnant (see attached Resolution 36, passed July 18, 2023) at a sale price of $5,600 and Donna Karow has agreed to this transfer at that price, and

WHEREAS, considerable time and resources have already been expended in coordinating the taking and transfer of these properties.

NOW THEREFORE BE IT RESOLVED that the Kenosha County Board of Supervisors hereby authorizes the transfer by Quitclaim deed of Parcel A on the attached map to Donna Karow pursuant to the Memo of Understanding and earlier approval; and

BE IT FURTHER RESOLVED that the sale price of $5,600 is approved, and

BE IT FURTHER RESOLVED now and in the future that the Kenosha County Executive and County Clerk are hereby authorized to execute the appropriate documents in order to execute this transaction in accordance with law.

Respectfully submitted by:

| FINANCE COMMITTEE | Aye | No | Abstain |
|---|---|---|---|
| Terry Rose, Chairman | ☒ | ☐ | ☐ |
| Dave Geertsen, Vice Chair | ☒ | ☐ | ☐ |
| John Poole | ☒ | ☐ | ☐ |
| Tim Stocker | ☒ | ☐ | ☐ |
| Bill Grady | ☒ | ☐ | ☐ |
| Erin Decker | ☐ | ☐ | ☐ |
| Brian Bashaw | ☐ | ☐ | ☐ |
| John Franco | ☒ | | |

Respectfully Submitted:

Committee:

| | Aye | Nay | Abstain | Excused |
|---|---|---|---|---|
| Mark Nordigian, Chairperson | ✓ | | | |
| Zach Stock, Vice Chairperson | ✓ | | | |
| Supervisor Laura Belsky | | | | ✓ |
| Supervisor Aaron Karow | | | ✓ | |
| Supervisor John O'Day | ✓ | | | |
| Supervisor Tim Stocker | ✓ | | | |
| Supervisor Brian Thomas | ~~✓~~ | | | |

# Kenosha County
# Administrative Proposal Form

**1. Proposal Overview**

Division: P&Dt Department: Public Works

Proposal Summary (attach explanation and required documents):

This resolution seeks transfer of a remnant from the Hwy F project to Donna KArow pursuant to a first right of refusal for $5000.

Dept./Division Head Signature: Andy M Buehler Date: 10/10/23

Print Name: Andy Buehler

**2. Department Head Review**

Comments:

Recommendation: Approval ☑ Non-Approval ☐

Department Head Signature: Shelly Billingsley Date: 10/10/23

Print Name: Shelly Billingsley

**3. Finance Division Review**

Comments:

Recommendation: Approval ☒ Non-Approval ☐

Finance Signature: Patricia Merrill Date: 10/12/23

Print Name: Patty Merrill

**4. County Executive Review**

Comments:

Action: Approval ☒ Non-Approval ☐

Executive Signature: Samantha Kerkman Date: 10/13/2023

Print Name: Samantha Kerkman

Revised 01/11/2001 (5/10/01)

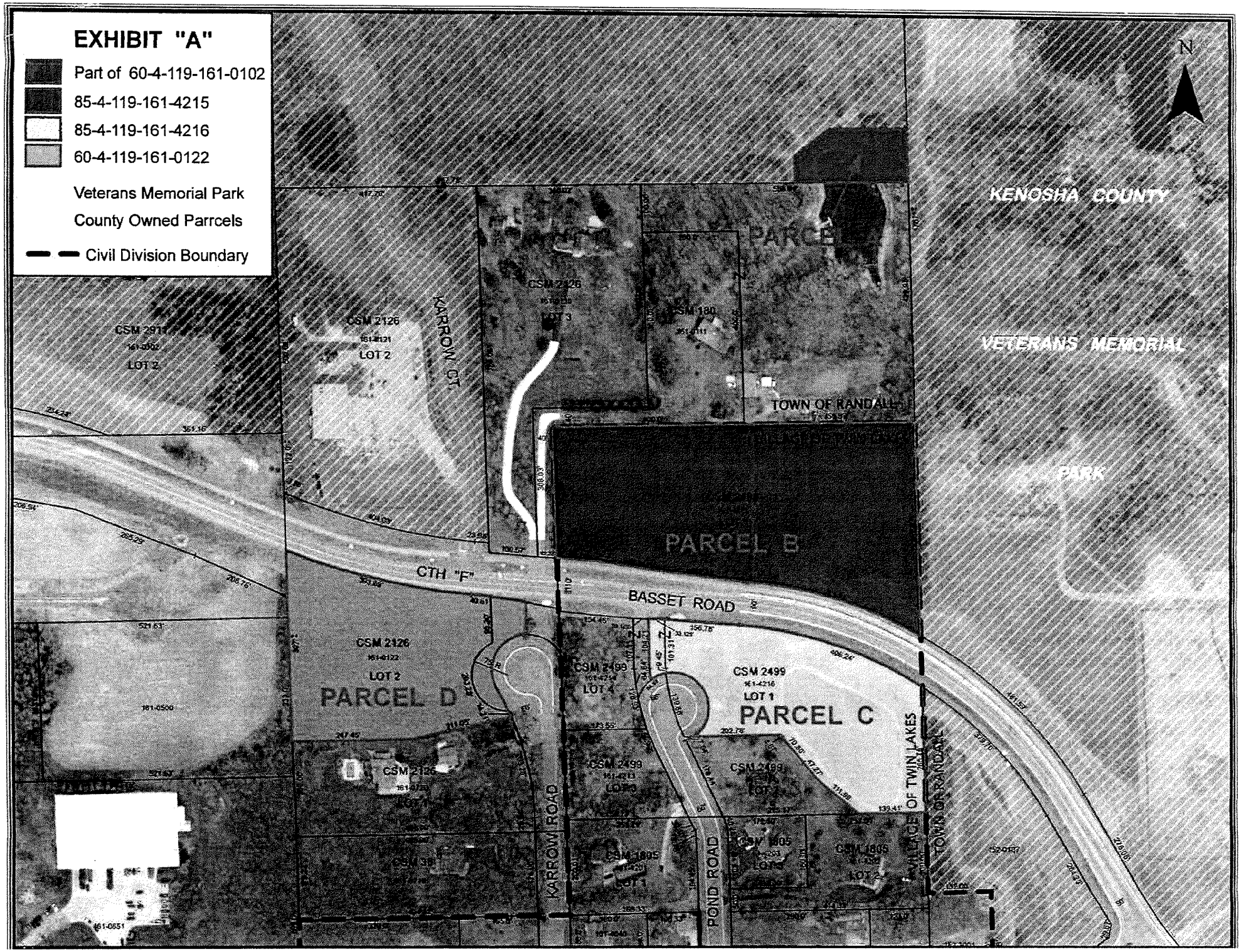


EXHIBIT "A"
Part of 60-4-119-161-0102
85-4-119-161-4215
85-4-119-161-4216
60-4-119-161-0122
Veterans Memorial Park
County Owned Parrcels
Civil Division Boundary
N
KENOSHA COUNTY
VETERANS MEMORIAL
PARK
PARCEL
PARCEL B
PARCEL C
PARCEL D
TOWN OF RANDALL
CSM 2126
LOT 3
CSM 2126
LOT 2
CSM 2126
LOT 2
CSM 2126
LOT 2
CSM 2499
LOT 1
CSM 2499
LOT 4
CSM 2499
LOT 3
CSM 2499
LOT 2
CSM 1805
LOT 1
CSM 1805
LOT 2
CSM 1805
LOT 3
CSM 2914
LOT 2
CSM 38
KARROW CT.
KARROW ROAD
POND ROAD
CTH "F"
BASSET ROAD
TOWN OF RANDALL
VILLAGE OF TWIN LAKES

# KENOSHA COUNTY

**BOARD OF SUPERVISORS**

RESOLUTION NO. 36

| Subject: RESOLUTION AUTHORIZING SALE OF HIGHWAY F REMNANT PARCELS | |
|---|---|
| Original ☐ Corrected ☐ 2nd Correction ■ Resubmitted ☐ | |
| Date Submitted: | Date Resubmitted: 7/13/2023 |
| Submitted By: Matthew Collins | |
| Fiscal Note Attached ☐ | Legal Note Attached ☐ |
| Prepared By: John F. Moyer<br>Sr. Asst. Corporation Counsel | Signature: |

WHEREAS, The County Trunk Highway F realignment project within the Village of Twin Lakes and Town of Randall has resulted in the availability for sell of four remnant parcels (Exhibit A), and

WHEREAS, Kenosha County has entered into a Memorandum of Understanding (MOU) (Exhibit B) with neighbors and adjacent property owners to assist Kenosha County in the disposition of Parcel A, Parcel B, Parcel C, and Parcel D, and

WHEREAS, Parcel A and Parcel D were originally acquired with Wisconsin Department of Natural Resources (WDNR) Stewardship grant funds, and if subsequently sold or disposed of by other means, must be replaced with new land approved by the WDNR, and

WHEREAS, Kenosha County received preliminary WDNR approval of the proposed replacement parcels currently owned by Kenosha County that will be recorded as restricted use for parkland and recreational use as shown on Exhibit E, and

WHEREAS, The four parcels have been appraised to determine fair market value as summarized on Exhibit D, and

WHEREAS, Per Kenosha County's Budget Resolution, the proceeds from the sale of any parcels made available from the Highway F project will be placed in the Parkland Development fund, and

WHEREAS, Certified Survey Maps (CSM) for this area (Exhibit C) have been approved by the Village of Twin Lakes and are pending approval from the Town of Randall (where applicable), and

NOW THEREFORE BE IT RESOLVED, that the Kenosha County Board of Supervisors hereby authorizes Administration to begin the process of solicitating the sale of the four parcels at a price approved by the Finance Committee with the understanding that the final sale price must be approved by the Kenosha County Board of Supervisors, and

BE IT FURTHER RESOLVED, if the MOU terms of the rights of refusal do not result in an acceptance and transfer of Parcel A, Parcel B, Parcel C, and Parcel D, the Parks Department is authorized to retain a realtor and market the properties, and

BE IT FURTHER RESOLVED that the Kenosha County Executive and County Clerk are hereby authorized to execute the appropriate documents in order to complete these transactions in accordance with law.

Sale of Highway F Remnant Parcels
April 24, 2023

Respectfully Submitted By:

Public Works Committee:

| | Aye | Nay | Abstain | Excused |
|---|---|---|---|---|
| Mark Nordigian, Chairperson | ✓ | | | |
| ~~Zack~~ Zach Stock, Vice Chairperson | ✓ | | | |
| Supervisor Laura Belsky | ✓ | | | |
| Supervisor Tim Stocker | ✓ | | | |
| Supervisor Aaron Karow | | | | ✓ |
| Supervisor John O'Day | ✓ | | | |
| Supervisor Brian Thomas | | | | ✓ |

Sale of Highway F Remnant Parcels
April 24, 2023

Respectfully submitted by:

FINANCE/ADMINISTRATION COMMITTEE

| | Aye | Nay | Abstain | Excused |
|---|---|---|---|---|
| Supervisor Terry Rose, Chair | ☒ | ☐ | ☐ | ☐ |
| Supervisor Dave Geertsen, Vice-Chair | ☒ | ☐ | ☐ | ☐ |
| Supervisor John Franco | ☐ | ☐ | ☐ | ☒ |
| Supervisor Erin Decker | ☒ | ☐ | ☐ | ☐ |
| Supervisor William Grady | ☒ | ☐ | ☐ | ☐ |
| Supervisor John Poole | ☒ | ☐ | ☐ | ☐ |
| Supervisor Tim Stocker | ☐ | ☐ | ☐ | ☒ |

# Exhibit B

**MEMORANDUM OF UNDERSTANDING**
**BETWEEN**
**KENOSHA COUNTY HIGHWAY DIVISION**
**And**
**Donna Karow**
**8815 Karow Road**
**Twin Lakes, WI 53181**

1. As a result of the CTH F Realignment Project, certain properties will need to be acquired by Kenosha County. Other properties currently owned by Kenosha County will not be used in their entirety.
2. Conditions that will exist after the CTH F Realignment Project is complete will support the County disposing of a number of Project area parcels that will add more value to the community as privately-owned.
3. It seems advisable that those Kenosha County owned properties which will not be required for completion of the Project be first offered to adjacent property owners. In the event the County and adjacent property owner are unable to successfully negotiate a buy/sell agreement, the County will pursue other appropriate means to market/sell the property.
4. Kenosha County intends to acquire the property as described and identified on the attached map (Plat Plan Parcel 19, .362 acres) by purchase at fair market value (FMV) consistent with applicable State statutes and all Project funding requirements as part of the CTH F Realignment Project.
5. Kenosha County intends to sell a .5 acre remnant surrounding the north end of the pond located on parcel #60-4-119-161-0102 to attach to said parcel for the same amount as the purchase price for the Project's Plat Plan Parcel 19. Any transfer and/or transaction costs necessary to facilitate this action will be borne by the County. Final dimensions of the approximate .5 acre remnant will be negotiated to ensure adequate clearance for property maintenance activities around the pond's perimeter.
6. Kenosha County agrees to offer the first option to purchase the entire remnant of parcel #85-4-119-161-4211 to the undersigned owner at FMV as determined by an independent, licensed real estate appraiser.
7. Property owner understands and acknowledges that any sale of County owned property is contingent upon approval by the County Board of Supervisors.

RAW 11-7-19
Ray Arbet
Director, Kenosha County Department of Public Works

Clement Abongwa Nov. 7, 2019
Clement Abongwa
Kenosha County Highway Commissioner

Donna M. Karow 12-16-19
Property Owner

# Kenosha County

## BOARD OF SUPERVISORS

**RESOLUTION NO._____**

| | |
|---|---|
| Subject: Resolution authorizing the acceptance and expenditure of funds from CCM-Somerville, LLC for the acquisition of right-of-way and highway improvements at the intersection of CTH E and CTH EA | |
| Original ☒ Corrected ☐ 2nd Correction ☐ Resubmitted ☐ | |
| Date Submitted: | Date Resubmitted: |
| Submitted by: **Clement Abongwa** | |
| Fiscal Note Attached ☒ | Legal Note Attached ☐ |
| Prepared by: **Clement Abongwa** | Signature: Clement Abongwa |

WHEREAS, Kenosha County and CCM-Somerville, LLC have agreed to enter a Memorandum of Understanding to promote safety and improve highway conditions to accommodate increased traffic caused by a proposed development and encourage future economic development in the area.

WHEREAS, CCM-Somerville, LLC is developing property at the southeast corner of intersection CTH E and CTH EA on the east and south side of Somers Elementary School,

WHEREAS, CCM-Sommerville, LLC has developed the plat and completed the design for the major highway improvement required,

WHEREAS, The County has reviewed and approved the design plans to ensure County standards are met,

WHEREAS, CCM-Somerville shall be responsible for funding the acquisition of right-of-way and the construction of the project while the County shall manage the acquisition of right-of-way and construction of the project to County construction standards,

WHEREAS, The project cost for acquisition of right-of-way and construction of the highway improvements at intersection of CTH E and CTH EA is estimated to be $1,406,416.28,

NOW, THEREFORE BE IT RESOLVED, The County Board of Supervisors approves the attached plat and authorizes the acceptance and expenditure of $1,406,416.28 from CCM-Somerville, LLC for the acquisition of right-of-way and the construction of highway improvements at the intersection of CTH E and CTH EA.

Respectfully Submitted:

Committee:

| | Aye | Nay | Abstain | Excused |
|---|---|---|---|---|
| Mark Nordigian, Chairperson | ✓ | | | |
| Zach Stock, Vice Chairperson | ✓ | | | |
| Supervisor Laura Belsky | | | | ✓ |
| Supervisor Aaron Karow | ✓ | | | |
| Supervisor John O'Day | ✓ | | | |
| Supervisor Tim Stocker | ✓ | | | |
| Supervisor Brian Thomas | ✓ | | | |

FINANCE/ADMINISTRATION COMMITTEE

| | Aye | Nay | Abstain | Excused |
|---|---|---|---|---|
| Supervisor Terry Rose, Chair | ☒ | ☐ | ☐ | ☐ |
| Supervisor Dave Geertsen, Vice-Chair | ☒ | ☐ | ☐ | ☐ |
| ~~Supervisor Brian Bashaw~~ John Franco | ☑ | ☐ | ☐ | ☐ |
| Supervisor Erin Decker | ☐ | ☐ | ☐ | ☒ |
| Supervisor William Grady | ☑ | ☐ | ☐ | ☐ |
| Supervisor John Poole | ☑ | ☐ | ☐ | ☐ |
| Supervisor Tim Stocker | ☑ | ☐ | ☐ | ☐ |

# Kenosha County
# Administrative Proposal Form

**1. Proposal Overview**

Division: Highways Department: Public Works

Proposal Summary (attach explanation and required documents):

Resolution Authorizing the Acceptance of Funds from CCM-Somerville, LLC for the Acquisition of ROW and Highway Improvements at CTH E & CTH EA

Dept./Division Head Signature: Clement Abongwa Date: 10/27/2023

Print Name: Clement Abongwa

**2. Department Head Review**

Comments:

Recommendation: Approval ☑ Non-Approval ☐

Department Head Signature: S Billingsley Date: 10-31-23

Print Name:

**3. Finance Division Review**

Comments:

Recommendation: Approval ☒ Non-Approval ☐

Finance Signature: Chris Walton Date: 10-31-23

Print Name:

**4. County Executive Review**

Comments:

Action: Approval ☒ Non-Approval ☐

Executive Signature: Samantha Kerkman Date: 11/8/2023

Print Name:

Revised 01/11/2001 (5/10/01)

**KENOSHA COUNTY EXPENSE/REVENUE BUDGET MODIFICATION FORM**

| DOCUMENT # | | G/L DATE | |
|---|---|---|---|
| BATCH # | | ENTRY DATE | |

DEPT/DIVISION: Kenosha County Hwy Division

PURPOSE OF BUDGET MODIFICATION (REQUIRED):

| (1) ACCOUNT DESCRIPTION | (2) FUND | DIVISION | SUB DIVISION | MAIN ACCOUNT | BUDGET CHANGE REQUESTED (3) EXPENSE INCREASE (+) | (4) EXPENSE DECREASE (-) | (5) ADOPTED BUDGET | (6) CURRENT BUDGET | (7) ACTUAL EXPENSES | AFTER TRANSFER (8) REVISED BUDGET | (9) EXPENSE BAL AVAIL |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **EXPENSES** | | | | | | | | | | | |
| Transportation Infrastructure | 711 | 700 | 7090 | 582260 | 1,406,416 | | | | | 1,406,416 | 1,406,416 |
| | | | | | | | | | | - | - |
| | | | | | | | | | | - | - |
| | | | | | | | | | | - | - |
| | | | | | | | | | | - | - |
| | | | | | | | | | | - | - |
| | | | | | | | | | | - | - |
| | | | | | | | | | | - | - |
| | | | | | | | | | | - | - |
| | | | | | | | | | | - | - |
| | | | | | | | | | | - | - |
| EXPENSE TOTALS | | | | | 1,406,416.28 | - | - | - | - | 1,406,416.28 | 1,406,416.28 |

| REVENUES | FUND | DIVISION | SUB DIVISION | MAIN ACCOUNT | REVENUE DECREASE (+) | REVENUE INCREASE (-) | ADOPTED BUDGET | CURRENT BUDGET | REVISED BUDGET |
|---|---|---|---|---|---|---|---|---|---|
| Transportation Infrastructure | 711 | 700 | 7090 | 442755 | | 1,406,416 | | | |
| | | | | | | | | | - |
| | | | | | | | | | - |
| | | | | | | | | | - |
| | | | | | | | | | - |
| | | | | | | | | | - |
| | | | | | | | | | - |
| REVENUE TOTALS | | | | | - | 1,406,416.28 | - | - | - |

| COLUMN TOTALS (EXP TOTAL + REV TOTAL) | 1,406,416.28 | 1,406,416.28 |
|---|---|---|

SEE BACK OF FORM FOR REQUIRED LEVELS OF APPROVAL FOR BUDGET MODIFICATION.

Please fill in all columns:
(1) & (2) Account information as required
(3) & (4) Budget change requested
(5) Original budget as adopted by the board
(6) Current budget (original budget w/past mods.)
(7) Actual expenses to date
(8) Budget after requested modifications
(9) Balance available after transfer (col 8 - col 7).

PREPARED BY: Chris Walton FINANCE DIRECTOR: Patrick Mennel (required) Date 10/31/23

DIVISION HEAD: Clement Abongwa Date 10/31/2023

DEPARTMENT HEAD: S Bieernotu Date 10/31/23

COUNTY EXECUTIVE: _____ Date _____

**Memorandum of Understanding by and between the County of Kenosha, Wisconsin and CCM-Somerville, LLC for Highway Improvements on County Road E and County Road EA, in the Village of Somers ("MOU")**

## I. Parties, Purpose, Authority, Consideration.

A. Parties. The County of Kenosha is a municipal corporation and a political subdivision of the State of Wisconsin having its principal offices located at 1010 56th Street Kenosha, Wisconsin (referred to herein as the "County" or "Kenosha County"). CCM-Somerville, LLC (referred to herein as "Somerville LLC") owns the Property (as hereinafter defined), and has its principal offices located at 901 South 70th Street, West Allis, Wisconsin. Kenosha County and Somerville LLC, hereinafter collectively "the Parties," agree to the terms set forth in this MOU, as their final agreement regarding required improvements along CTH EA and CTH E as shown in the attached plans

B. Purpose. The Parties are entering into this MOU to promote highway safety, improve roadway conditions, handle increased traffic and encourage future economic development in the area. The Parties deem this MOU to be the most expeditious and least expensive approach to improve the roadway and intersection profiles and handle increased traffic, (the "Project")

C. Authority. The Parties are relying upon all the laws of the State of Wisconsin for authority to enter into this MOU.

D. Consideration. The mutual promises set forth herein, and the benefit bestowed upon the public by this Project constitute the lawful consideration of this MOU.

## II. The Roadway Improvement Project.

A. Somerville LLC is developing the property (the "Development") located East and South of the Kenosha Unified School property, located at the southeast corner of County Road EA and Country Road E, as legally described on Exhibit A-draft Certified Survey Map attached hereto (the "Property"). To address increased traffic caused by the Development, a right of way plat (the "Plat") will need to be approved by the County and filed or recorded as a relocation order approved by the County in the form of a resolution to facilitate the acquisition of private property for this Project under Wisconsin statute 32.05. The plat is attached hereto as Exhibit B.

B. The Parties have determined that the Project shall include those improvements shown on the plans on Exhibit C attached hereto (the "Roadway Improvements"). The Roadway Improvements shall be completed by the County at time that is beneficial for both parties and at a time that the County deems it is likely to obtain the most cost-effective bids, but in no event later than Somerville LLC's completion of Phase 1 of the Development (expected in summer of 2024).

C. Subject to the terms and conditions herein, Somerville LLC shall be responsible for the costs of the Plat, the cost of the right-of-way acquisition and the costs of design and construction of the Roadway Improvements, which shall include the costs of purchasing land from third parties, as shown on the Plat. **Notwithstanding anything to the contrary herein, this is a County project which is being funded by payments from Somerville LLC as set forth in this MOU. The County shall be responsible for the land acquisitions as set forth herein and construction of the Roadway Improvements pursuant to construction contracts to be entered into by the County.** The current expected dates for design and construction of the Roadway Improvements are as follows:

i. Design and Engineering: April, 2023
ii. Utility Coordination: April, 2023 to October, 2023
iii. Project Approvals: May, 2023.
iv. Land Acquisitions: June, 2022 to September, 2023
v. Utility Relocation: October, 2023 to March, 2024
vi. Construction: April, 2024 to October, 2024 (not to commence until after Somerville LLC provides the Notice to Proceed): TBD

## III. Responsibilities and Rights of Kenosha County

A. The County's approval of this MOU shall be contingent upon the County's approval of the Plat, which is expected to be substantially simultaneous with the approval of this MOU. Upon receipt of the Notice to Proceed from Somerville LLC, and after receiving the Land Acquisition Cost payment (defined below) from Somerville LLC, the County shall promptly commence and timely complete the acquisition of the land delineated by the Plat (the "Real Estate Acquisition"). The County may elect to retain a real estate consultant to carry out the Real Estate Acquisition in accordance with eminent domain law. Somerville LLC will be required to pay the reasonable costs of any such consultant, which shall be included as a line item of the estimated Land Acquisition Cost in Exhibit D attached hereto. The "Land Acquisition Cost" on Exhibit E includes 120% of the expected cost of the Real Estate Acquisition.

B. After the Final Roadway Design (as hereinafter defined) has been completed and approved by the County, and Somerville LLC has given the Notice to Proceed and paid to the County the Land Acquisition Cost payment and the Somerville LLC Payment to County (as defined in Section V.E. below), the County shall be responsible for retaining a contractor and managing and completing the construction of the Roadway Improvements, and shall promptly commence and timely complete the construction of the Roadway Improvements, subject to weather conditions and to the provisions of Section III.C., below.

The County shall be responsible for:

- Approving plans and the Plat
- Executing this MOU
- The Real Estate Acquisition for right of way
- Determining the most cost-effective time to bid the Roadway Project

- Bidding the Roadway Project
- Managing the Roadway Project with assistance from a construction management consultant
- Providing Somerville LLC with detailed records on the Roadway Project and Real Estate Acquisition expenses
- Completing the Roadway Project and Real Estate Acquisition

C. The Parties acknowledge that, after Somerville LLC has given the Notice to Proceed, and paid the Somerville LLC Payment to County, the County shall undertake all aspects of Roadway Project, including the acquisition of any property necessary to complete the Roadway Project, on a schedule which it determines, in its reasonable discretion and in conjunction with Somerville LLC, to be the most advantageous and designed to maximize efficiencies and resources consistent with this MOU.

D. The County shall keep Somerville LLC reasonably informed of the timing and status of the Real Estate Acquisition. The County shall make good faith efforts to negotiate with the landowners for the Real Estate Acquisition, for the most efficient use of the Land Acquisition Cost payment and shall keep Somerville LLC informed of the progress of those negotiations. The County shall secure all necessary rights-of-way for the Roadway Project and Roadway Improvements.

E. The County shall be responsible for bidding the Final Roadway Design and shall commence the bidding process after receipt of the Notice to Proceed.

F. The County shall cause WE Energies and any other applicable utility company to relocate any utility equipment or infrastructure located in the highway right-of-way that is within the area of the Roadway Improvements, at the utility's expense, and those costs shall not be included within the definition of the Final Roadway Improvement Cost (as hereinafter defined). The County shall notify Somerville LLC of any utility facilities that are located outside the highway right-of-way as compensable relocation activities which shall be the responsibility of Somerville LLC. The County shall assign a County Project Number to this project and will issue a relocation order to WE Energies and any other applicable utility for this relocation.

G. Somerville LLC may construct the access points and driveways, including grading thereof, for its Development prior to completion of the Roadway Project, and the County shall construct the Roadway Project to tie into such access points, driveways and grades.

H. The County will process and approve the appropriate paperwork and budget resolution(s) to accomplish the obligations made herein, with the approval of this MOU. Specifically, the Kenosha County Board of Supervisors shall approve the Plat and the budget included as part of Exhibit D and will need to approve any material changes to the Plat or any cost increase to the Roadway Improvements above the cost permitted in Section IV.C. before the County can either accept the Somerville LLC Payment to County from Somerville LLC or spend any funds for the Roadway Project. Notwithstanding this language, at the

time the County Board of Supervisors approves the Plat and this MOU, the County shall designate the Highway Commissioner to approve minor changes to this MOU.

## IV. Responsibilities and Rights of Somerville LLC.

A. Somerville LLC shall be responsible for funding the Real Estate Acquisition, including any expense of adjudicating any acquisition for compensation paid to a condemnee as caused through mediation or trial where the process of eminent domain was applied to take title to property or interests therein when title is taken by award of damages. Somerville LLC shall reserve land for future public roadway purposes from its Property abutting County Roads EA and E by Certified Survey Map, (the "CSM") to meet the new right of way requirement for the Project. The County will provide assistance with the CSM approval process with the Village of Somers if required. Somerville LLC shall record the CSM upon the approval of this MOU by the Parties. The CSM is attached hereto and made a part hereof as Exhibit F.

B. Somerville LLC shall be responsible for funding the design and construction of the Roadway Improvements. After the initial design is complete, the design consultant shall provide an Engineer's Opinion of Probable Cost ("EOPC") for the Roadway Improvements as shown in EXHIBIT E. The EOPC shall be used for establishing the budget for the Roadway Improvements and the County obtaining bids for the same.

C. After Somerville LLC has completed the work in the immediately preceding paragraph, the Parties shall timely review the Roadway Improvement design and EOPC, and the County's bids for the same, and approve the same if the bids for the Roadway Improvements are not more than 120% of the EOPC for the same and if the design appropriately carries out the Roadway Improvements. Upon such approval, Somerville LLC shall promptly commence and complete the final design drawings of the Roadway Improvements, sufficient for construction (the "Final Roadway Design"), and a final EOPC (the "Final EOPC").

D. After Somerville LLC has completed the work for the Final Roadway Design and the Final EOPC, the Parties shall timely review the Final Roadway Design and the Final EOPC and approve it if the Final EOPC is not more than 120% of the estimate shown on Exhibit E and if the design appropriately carries out the Roadway Improvements. If the Final EOPC is greater than 120% of the estimate on Exhibit E, then the Parties shall work in good faith to revise the Final Roadway Design to meet that cost, either by value engineering or other method, or agree to the higher cost. See Section V. for payment information.

E. After completion of the Final Roadway Design and Final EOPC, the County shall obtain final bids for the Roadway Project. After the Roadway Project is bid, Somerville LLC shall remit to the County, to be escrowed with the County and used to pay the applicable contractors directly, the lesser of (i) 120% of the Final EOPC or (ii) 120% of the actual bids. If the selected bid (to be agreed upon by the Parties) is more than 120% of the Final EOPC, then the Parties shall review the bids and determine the best course of action such

as rebidding the Roadway Project or Somerville LLC providing the additional funds to complete the Roadway Project. All draws from said escrow shall be subject to Somerville LLC review and approval, not to be unreasonably withheld.

F. Somerville LLC is the entity which currently owns the Property. If Somerville LLC assigns or conveys its right in the Property, or any part thereof, to an affiliated entity, Somerville LLC shall have the right to assign its rights and obligations under this MOU to the entity which is taking title to the Property or any part thereof. The County hereby agrees that Somerville LLC may collaterally assign this MOU to its lenders and the County shall acknowledge and consent to the same on terms and conditions reasonably acceptable to the County, provided further such lenders may require that the County provide notice and an opportunity to cure any Somerville LLC defaults hereunder.

G. Notwithstanding any dedication or acquisition of right of way to the County, Somerville LLC shall have rights to enter into all County owned rights of way, and to install all utilities in a County owned right of way needed for its Development, with only the receipt of a County permit for the same. Somerville LLC 's final design drawings for the Development will include all such utilities. If the pavement of current roads in County owned right of way will be widened, the County agrees to cooperate with the Village of Somers and Somerville LLC for the relocation of any existing utilities, and to modify or terminate historic easements, and replace them with easements for the actual location of utility lines and pipes.

H. The County will not unreasonably withhold the approval and issuance of any approvals associated with the Development, if any, or any of the Roadway Improvements.

I. A County certified real estate agent shall provide a conceptual estimated cost of the proposed right-of-way to be acquired. Somerville LLC shall give the Notice to Proceed and make the Land Acquisition Cost payment before the County initiates the Real Estate Acquisition process. The CSM shall be recorded prior to the issuance of any occupancy permits by the Village of Somers for any building on the Property. As used herein, "Notice to Proceed" means written notice from Somerville LLC to the County to proceed with the Real Estate Acquisition.

J. Somerville LLC shall be allowed to fully develop, use, lease, and operate the Property and the Development, including without limitation, its driveways, curb cuts, entrances and related access improvements, without timing considerations of the commencement or completion of any portion of the Roadway Improvements.

K. Responsibilities of Somerville LLC:
   1. Fund the Real Estate Acquisition and design and construction of all Roadway Improvements; and
   2. Responsible for any utility relocation cost for all utilities located outside the right of way.

## V. Project Costs and Payments

A. Outlined below is a breakdown of the overall total project cost

| | | |
|---|---|---|
| 1. | Real Estate Acquisition | = $210,264.00 |
| 2. | Roadway Improvements | = $1,099,990.83 |
| 3. | Construction Management | = $ 96,161.45 |
| | **TOTAL** | **= $1,406,416.28** |

B. The estimated costs of the Roadway Improvements as shown on Exhibit E are $1,099,990.83. This cost does not include project design or engineering.

C. All reasonable project design and engineering costs will be contracted for and paid directly by Sommerville LLC. Sommerville LLC shall provide evidence that these amounts have been paid upon reasonable request by the County.

D. The County will coordinate the right of way acquisition process and will coordinate the same with Somerville LLC. Any expenses associated with acquiring right of way are included in the "Land Acquisition Cost" included in Exhibit D.

E. Any utility relocation costs for utilities outside of the right of way, if applicable, shall be paid by Somerville LLC, and are included as a line item in Exhibit E.

F. Following delivery of the Notice to Proceed, and after the bidding process has concluded, and the Parties have approved the bids and the bids for the Roadway Improvements are equal to or less than 120% of the estimated cost as shown in Exhibit E ($1,099,990.83 x 120% = $1,319,989.00), Somerville LLC shall pay the total amount of the approved Roadway Improvement bids to the County (the "Somerville LLC Payment to County"), to be held in escrow and disbursed directly to the contractors completing the Roadway Project.

G. Upon accepting a bid for the construction of the Final Roadway Design at not more than 120% of the estimated Roadway Improvements Cost as shown in Exhibit E, and the receipt of the Somerville LLC Payment to County, then the County shall promptly undertake construction of the Roadway Improvements as shown in the Final Roadway Design.

H. If the Roadway Improvement Cost, as bid, is more than 120% of the estimate shown on Exhibit E, the County shall not start construction, or accept the bids, until Somerville LLC and the County have in good faith, arrived at a Final Roadway Improvement Cost that is either acceptable to the Parties or no greater than 120% of the costs on Exhibit E, and until Somerville LLC has deposited with the County the Final Roadway Improvement Cost (less amounts previously paid).

I. The County shall provide an accounting of spending for the Roadway Improvements and provide this information to Somerville LLC on a regular basis. If any portion of the Final Roadway Improvement Cost, as bid and paid by Somerville LLC, is not needed for the

Roadway Improvements, the excess shall be promptly returned to Somerville LLC. The Somerville LLC Payment to County shall be held by the County in a separate escrow account.

J. The County will promptly notify Somerville LLC of any potential or unforeseen situations that may arise during the course of the project that may affect the cost of the Roadway Improvements or Real Estate Acquisition or the construction schedule therefor. The Parties agree to discuss these situations in good faith to arrive at a solution agreeable to the Parties.

## VI. Obey All Laws; Savings Clause.

The Parties agree to abide by all applicable state, federal and local laws and regulations in connection to all acts related to this MOU. If any part of this MOU is deemed to be void or unenforceable to a court of competent jurisdiction, such part shall be deemed to be severable from the remaining terms of the MOU and shall not affect the validity of the balance of this MOU, if such interpretation can reasonably give effect to the main purpose and intent of the Parties.

## VII. Duplicate Originals; Amendments in Writing.

Duplicate originals shall be signed and an original shall be delivered to each party. Any amendments to this MOU shall be in writing and signed with the same formality as the original MOU.

Each individual signing below confirms this document has been properly authorized by that party, and the individual signing below has the authority to bind that party. All exhibits referenced herein are incorporated by reference.

(signatures on following page)

**KENOSHA COUNTY**

By: _____
Name: _____
Its: _____
Date: _____

**CCM-SOMERVILLE, LLC**

By: _____
Name: _____
Its: _____
Date: _____

# CERTIFIED SURVEY MAP NO. _____

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15 TOWNSHIP 2 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF SOMERS, COUNTY OF KENOSHA AND STATE OF WISCONSIN.

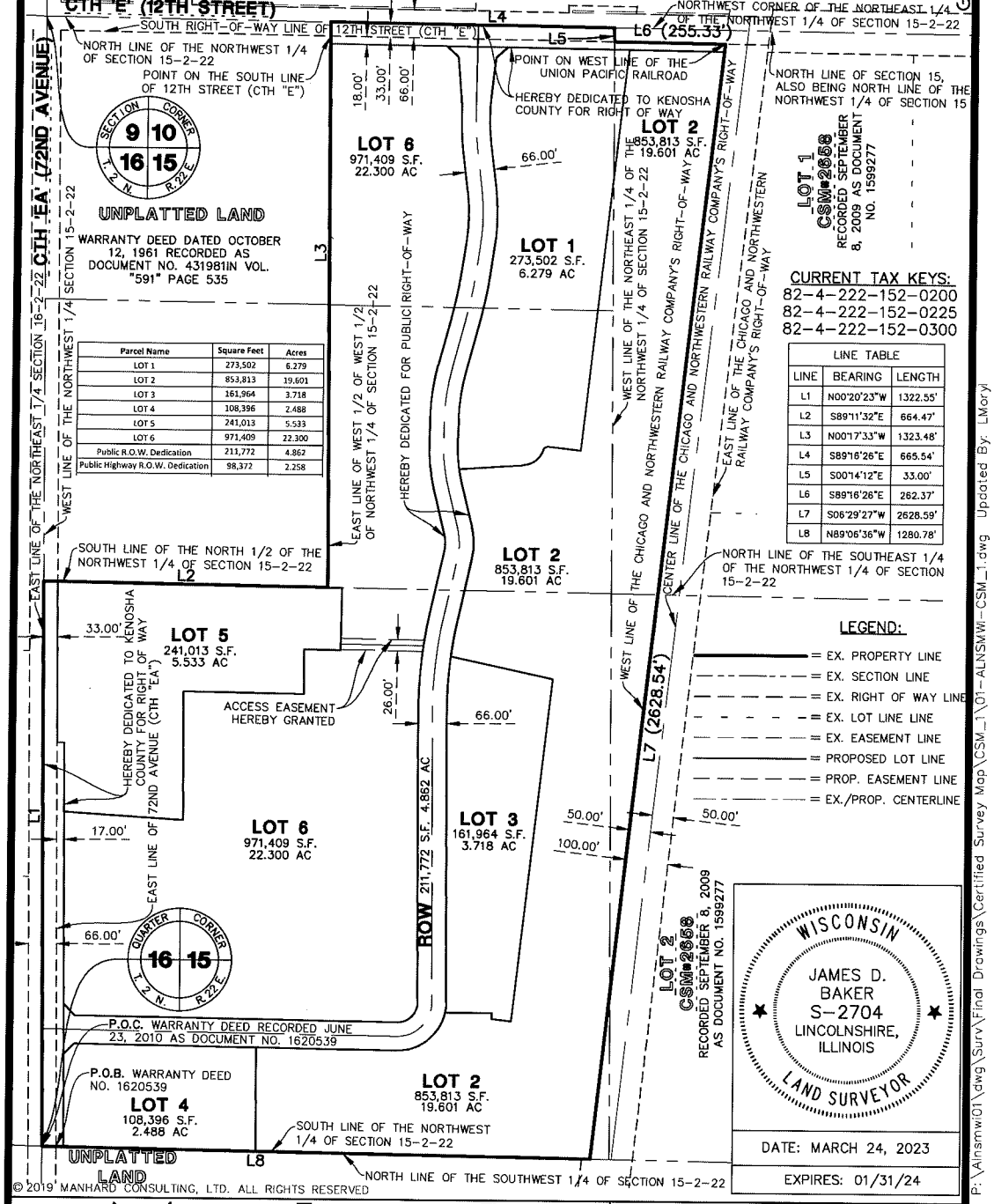
**BASIS OF BEARINGS**

BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM (KENOSHA COUNTY) NAD 83 (2011) IN WHICH THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 2 NORTH, RANGE 22 EAST, IS ASSUMED TO BEAR N 00°20'23" W

GRAPHIC SCALE

300 0 150 300 600

( IN FEET )
1 inch = 300 ft.




| Parcel Name | Square Feet | Acres |
|---|---|---|
| LOT 1 | 273,502 | 6.279 |
| LOT 2 | 853,813 | 19.601 |
| LOT 3 | 161,964 | 3.718 |
| LOT 4 | 108,396 | 2.488 |
| LOT 5 | 241,013 | 5.533 |
| LOT 6 | 971,409 | 22.300 |
| Public R.O.W. Dedication | 211,772 | 4.862 |
| Public Highway R.O.W. Dedication | 98,372 | 2.258 |

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | LENGTH |
| L1 | N00°20'23"W | 1322.55' |
| L2 | S89°11'32"E | 664.47' |
| L3 | N00°17'33"W | 1323.48' |
| L4 | S89°16'26"E | 665.54' |
| L5 | S00°14'12"E | 33.00' |
| L6 | S89°16'26"E | 262.37' |
| L7 | S06°29'27"W | 2628.59' |
| L8 | N89°06'36"W | 1280.78' |

LEGEND:

= EX. PROPERTY LINE
= EX. SECTION LINE
= EX. RIGHT OF WAY LINE
= EX. LOT LINE LINE
= EX. EASEMENT LINE
= PROPOSED LOT LINE
= PROP. EASEMENT LINE
= EX./PROP. CENTERLINE

WISCONSIN
JAMES D. BAKER
S-2704
LINCOLNSHIRE, ILLINOIS
LAND SURVEYOR

DATE: MARCH 24, 2023

EXPIRES: 01/31/24

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Civil Engineers · Surveyors · Water Resources Engineers · Water & Wastewater Engineers
Construction Managers · Environmental Scientists · Landscape Architects · Planners

SOMERVILLE APARTMENTS
VILLAGE OF SOMERS, WISCONSIN
CERTIFIED SURVEY MAP

PROJ. MGR.: JDB
DRAWN BY: LSM
DATE: 03/24/23
SCALE: 1"=300'

SHEET 1 OF 32
ALN.SMWI01

Dwg Name: P:\Alnsmwi01\dwg\Surv\Final Drawings\Certified Survey Map\CSM_1\01-ALNSMWI-CSM_1.dwg Updated By: LMory1
14:44

**EXHIBIT A**

**PROPERTY**

# CERTIFIED SURVEY MAP NO. _____

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15 TOWNSHIP 2 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF SOMERS, COUNTY OF KENOSHA AND STATE OF WISCONSIN.

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GRAPHIC SCALE

200 0 100 200 400

( IN FEET )
1 inch = 200 ft.

**LEGEND:**

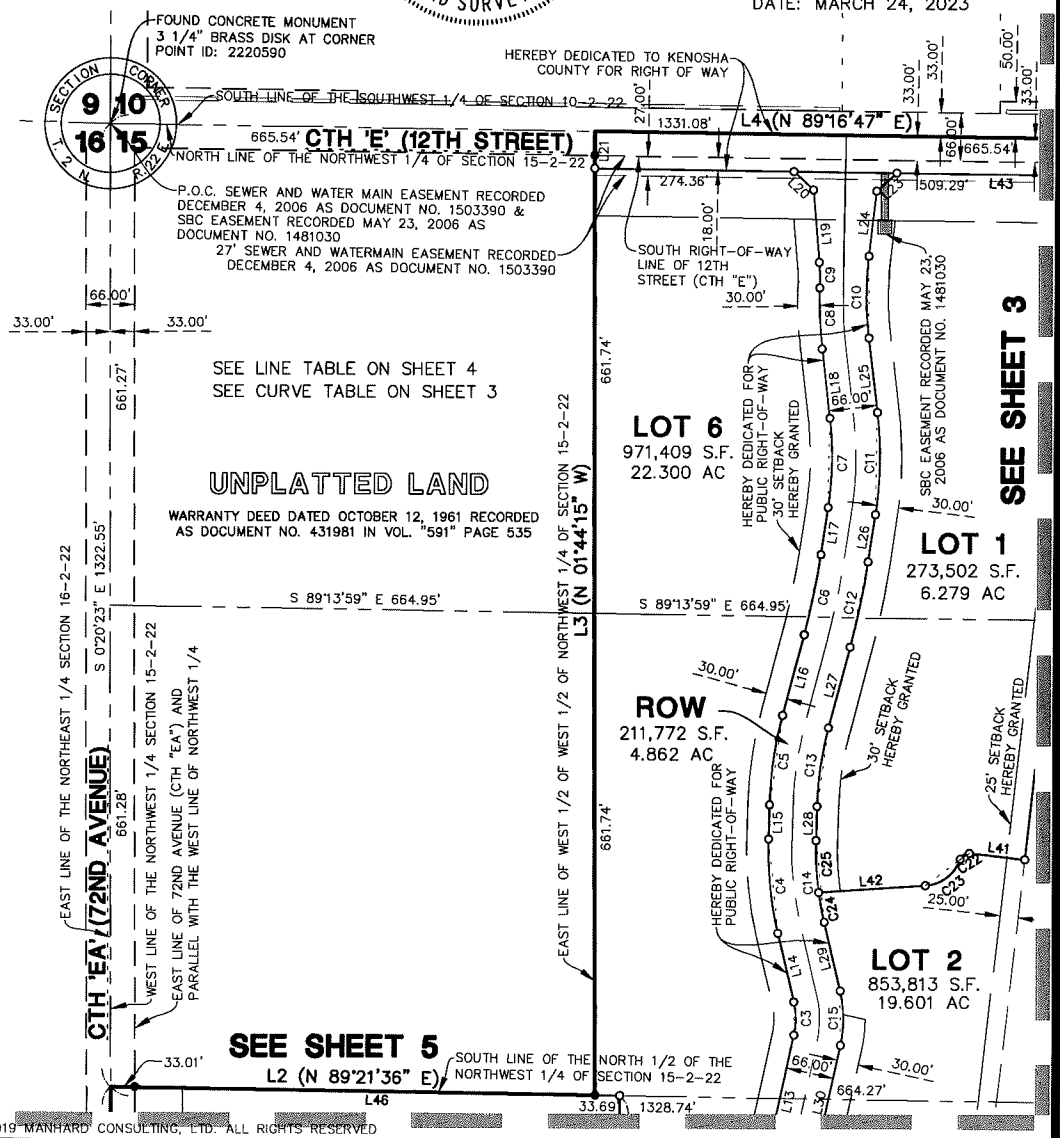
- = EX./PROP. PROPERTY LINE
- = EX. SECTION LINE
- = EX. RIGHT OF WAY LINE
- = EX. LOT LINE LINE
- = EX. EASEMENT LINE
- = PROPOSED LOT LINE
- = PROP. EASEMENT LINE
- = EX./PROP. CENTERLINE

**LEGEND**

- ● 1" O.D. IRON PIPE FOUND
- ○ 1" O.D. 18" LONG WEIGHT 1.30 LBS/FT. SET

WISCONSIN
JAMES D. BAKER
S-2704
LINCOLNSHIRE, ILLINOIS
LAND SURVEYOR

PREPARED BY: _____
JAMES D. BAKER,
P.L.S. No. 2704 EXPIRES: 01/31/24
DATE: MARCH 24, 2023

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Civil Engineers · Surveyors · Water Resources Engineers · Water & Wastewater Engineers
Construction Managers · Environmental Scientists · Landscape Architects · Planners

SOMERVILLE APARTMENTS
VILLAGE OF SOMERS, WISCONSIN
CERTIFIED SURVEY MAP

PROJ. MGR.: JDB
DRAWN BY: LSM
DATE: 03/24/23
SCALE: 1"=200'

SHEET 2 OF 32
ALN.SMWI01

Dwg Name: P:\Alnsmwi01\dwg\Surv\Final Drawings\Certified Survey Map\CSM_1\02-05-ALNSMWI-CSM_1.dwg Updated By: LMory
14:42

# CERTIFIED SURVEY MAP NO. _____

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15 TOWNSHIP 2 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF SOMERS, COUNTY OF KENOSHA AND STATE OF WISCONSIN.

## BASIS OF BEARINGS

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GRAPHIC SCALE

200 0 100 200 400

( IN FEET )
1 inch = 200 ft.

## LEGEND:

- = EX./PROP. PROPERTY LINE
- = EX. SECTION LINE
- = EX. RIGHT OF WAY LINE
- = EX. LOT LINE LINE
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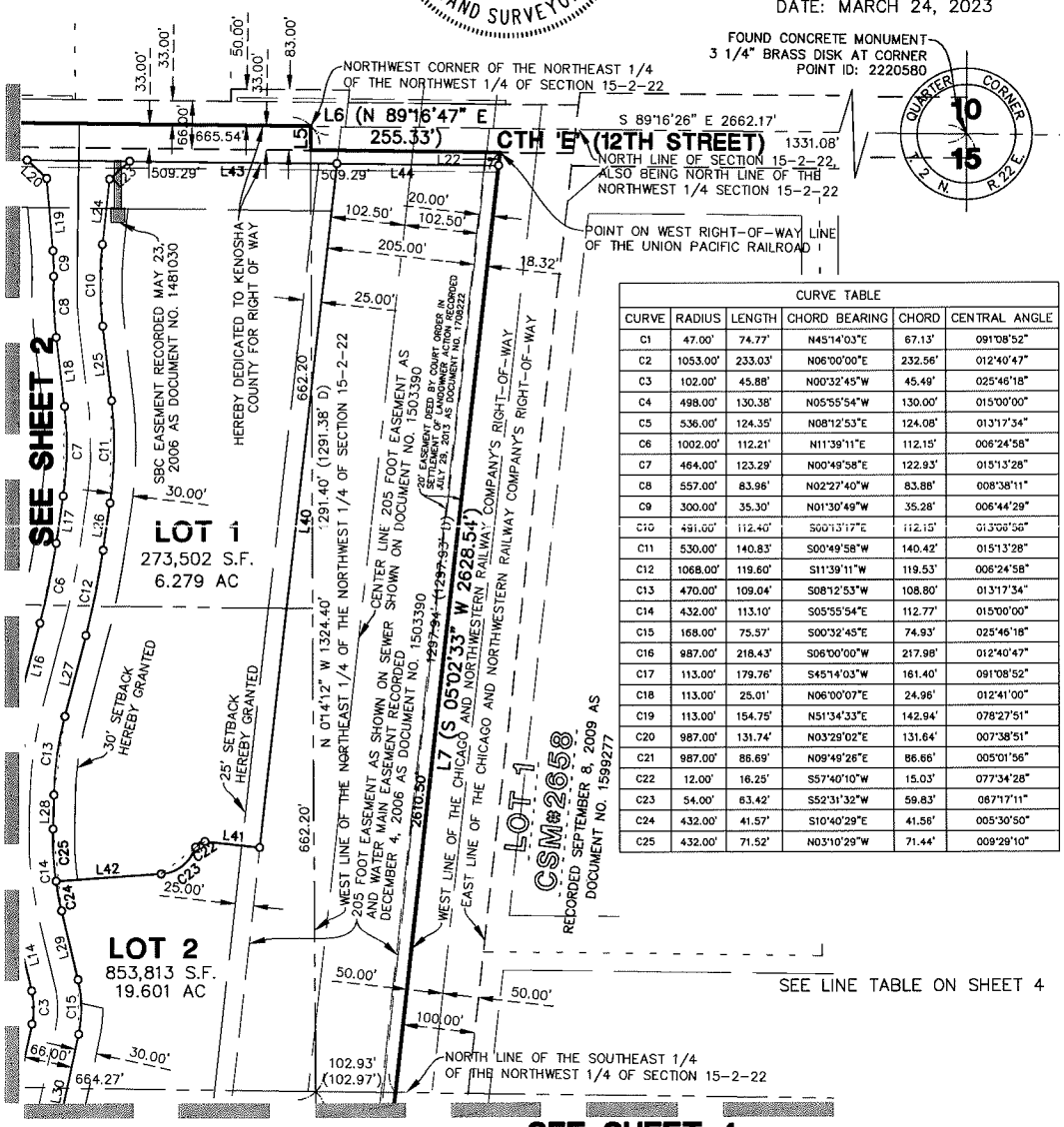
- = PROPOSED LOT LINE
- = PROP. EASEMENT LINE
- = EX./PROP. CENTERLINE

WISCONSIN
JAMES D. BAKER
S-2704
LINCOLNSHIRE, ILLINOIS
LAND SURVEYOR

## LEGEND

- ● 1" O.D. IRON PIPE FOUND
- ○ 1" O.D. 18" LONG WEIGHT 1.30 LBS/FT. SET

PREPARED BY: _____
JAMES D. BAKER,
P.L.S. NO. 2704 EXPIRES: 01/31/24
DATE: MARCH 24, 2023




| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| CURVE | RADIUS | LENGTH | CHORD BEARING | CHORD | CENTRAL ANGLE |
| C1 | 47.00' | 74.77' | N45°14'03"E | 67.13' | 091°08'52" |
| C2 | 1053.00' | 233.03' | N06°00'00"E | 232.56' | 012°40'47" |
| C3 | 102.00' | 45.88' | N00°32'45"W | 45.49' | 025°46'18" |
| C4 | 498.00' | 130.38' | N05°55'54"W | 130.00' | 015°00'00" |
| C5 | 536.00' | 124.35' | N08°12'53"E | 124.08' | 013°17'34" |
| C6 | 1002.00' | 112.21' | N11°39'11"E | 112.15' | 006°24'58" |
| C7 | 464.00' | 123.29' | N00°49'58"E | 122.93' | 015°13'28" |
| C8 | 557.00' | 83.96' | N02°27'40"W | 83.88' | 008°38'11" |
| C9 | 300.00' | 35.30' | N01°30'49"W | 35.28' | 006°44'29" |
| C10 | 491.00' | 112.40' | S00°13'17"E | 112.15' | 013°06'56" |
| C11 | 530.00' | 140.83' | S00°49'58"W | 140.42' | 015°13'28" |
| C12 | 1068.00' | 119.60' | S11°39'11"W | 119.53' | 006°24'58" |
| C13 | 470.00' | 109.04' | S08°12'53"W | 108.80' | 013°17'34" |
| C14 | 432.00' | 113.10' | S05°55'54"E | 112.77' | 015°00'00" |
| C15 | 168.00' | 75.57' | S00°32'45"E | 74.93' | 025°46'18" |
| C16 | 987.00' | 218.43' | S06°00'00"W | 217.98' | 012°40'47" |
| C17 | 113.00' | 179.76' | S45°14'03"W | 161.40' | 091°08'52" |
| C18 | 113.00' | 25.01' | N06°00'07"E | 24.96' | 012°41'00" |
| C19 | 113.00' | 154.75' | N51°34'33"E | 142.94' | 078°27'51" |
| C20 | 987.00' | 131.74' | N03°29'02"E | 131.64' | 007°38'51" |
| C21 | 987.00' | 86.69' | N09°49'26"E | 86.66' | 005°01'56" |
| C22 | 12.00' | 16.25' | S57°40'10"W | 15.03' | 077°34'28" |
| C23 | 54.00' | 63.42' | S52°31'32"W | 59.83' | 067°17'11" |
| C24 | 432.00' | 41.57' | S10°40'29"E | 41.56' | 005°30'50" |
| C25 | 432.00' | 71.52' | N03°10'29"W | 71.44' | 009°29'10" |

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SOMERVILLE APARTMENTS
VILLAGE OF SOMERS, WISCONSIN
CERTIFIED SURVEY MAP

PROJ. MGR.: JDB
DRAWN BY: LSM
DATE: 03/24/23
SCALE: 1"=200'

SHEET 3 OF 32
ALN.SMWI01

Dwg Name: P:\Alnsmwi01\dwg\Surv\Final Drawings\Certified Survey Map\CSM_1\02-05-ALNSMWI-CSM_1.dwg Updated By: LMoryl 14:42

# CERTIFIED SURVEY MAP NO. _____

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15 TOWNSHIP 2 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF SOMERS, COUNTY OF KENOSHA AND STATE OF WISCONSIN.

## BASIS OF BEARINGS

BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM (KENOSHA COUNTY) NAD 83 (2011) IN WHICH THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 2 NORTH, RANGE 22 EAST, IS ASSUMED TO BEAR N 00°20'23" W

GRAPHIC SCALE

200 0 100 200 400

( IN FEET )
1 inch = 200 ft.

N

## LEGEND:

- = EX./PROP. PROPERTY LINE
- = EX. SECTION LINE
- = EX. RIGHT OF WAY LINE
- = EX. LOT LINE LINE
- = EX. EASEMENT LINE
- = PROPOSED LOT LINE
- = PROP. EASEMENT LINE
- = EX./PROP. CENTERLINE

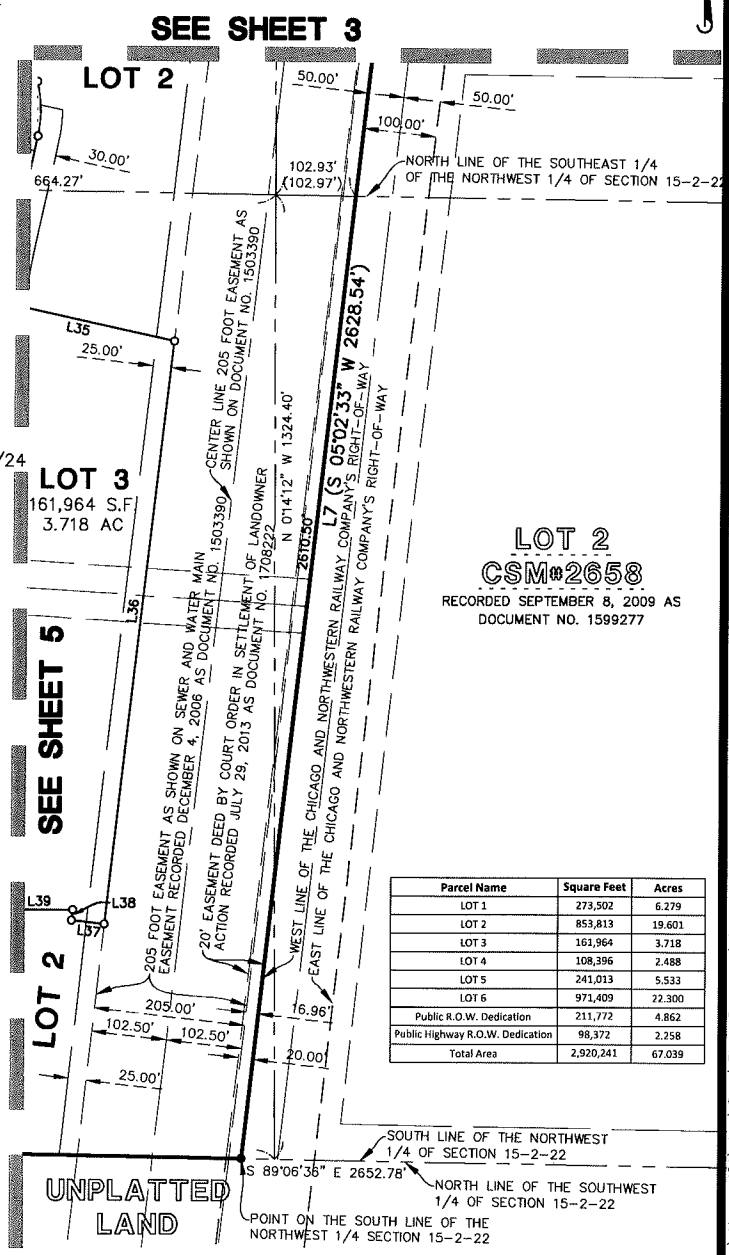
## LEGEND

- ● 1" O.D. IRON PIPE FOUND
- ○ 1" O.D. 18" LONG WEIGHT 1.30 LBS/FT. SET

WISCONSIN
JAMES D. BAKER
S-2704
LINCOLNSHIRE, ILLINOIS
LAND SURVEYOR

PREPARED BY: _____
JAMES D. BAKER,
P.L.S. NO. 2704 EXPIRES: 01/31/24
DATE: MARCH 24, 2023

SEE CURVE TABLE ON SHEET 3




| Parcel Name | Square Feet | Acres |
|---|---|---|
| LOT 1 | 273,502 | 6.279 |
| LOT 2 | 853,813 | 19.601 |
| LOT 3 | 161,964 | 3.718 |
| LOT 4 | 108,396 | 2.488 |
| LOT 5 | 241,013 | 5.533 |
| LOT 6 | 971,409 | 22.300 |
| Public R.O.W. Dedication | 211,772 | 4.862 |
| Public Highway R.O.W. Dedication | 98,372 | 2.258 |
| Total Area | 2,920,241 | 67.039 |

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | LENGTH |
| L1 | N00°20'23"W | 1322.55' |
| L2 | S89°11'32"E | 664.47' |
| L3 | N00°17'33"W | 1323.48' |
| L4 | S89°16'28"E | 665.54' |
| L5 | S00°14'12"E | 33.00' |
| L6 | S89°16'28"E | 262.37' |
| L7 | S08°29'27"W | 2628.59' |
| L8 | N89°06'36"W | 1280.78' |
| L9 | S89°39'37"W | 17.00' |
| L10 | S44°45'57"E | 35.71' |
| L11 | S89°11'32"E | 757.22' |
| L12 | N00°20'23"W | 677.49' |
| L13 | N12°20'24"E | 146.98' |
| L14 | N13°25'54"W | 98.71' |
| L15 | N01°34'06"E | 46.86' |
| L16 | N14°51'40"E | 114.68' |
| L17 | N08°26'43"E | 65.49' |
| L18 | N06°46'46"W | 95.54' |
| L19 | N04°53'04"W | 99.65' |
| L20 | N47°04'45"W | 37.04' |
| L21 | N00°17'23"W | 51.01' |
| L22 | S06°29'27"W | 18.09' |
| L23 | S48°31'53"W | 37.04' |
| L24 | S06°20'12"W | 90.29' |
| L25 | S06°46'46"E | 103.15' |
| L26 | S08°26'43"W | 65.49' |
| L27 | S14°51'40"W | 114.68' |

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | LENGTH |
| L28 | S01°34'06"W | 46.86' |
| L29 | S13°25'54"E | 96.71' |
| L30 | S12°20'24"W | 146.98' |
| L31 | S00°20'23"E | 677.49' |
| L32 | N89°11'32"W | 755.89' |
| L33 | S45°14'03"W | 35.00' |
| L34 | N00°20'23"W | 243.62' |
| L35 | S77°39'36"E | 241.96' |
| L36 | S06°27'24"W | 805.98' |
| L37 | N83°32'36"W | 45.67' |
| L38 | N06°27'24"E | 14.47' |
| L39 | S89°39'37"W | 108.58' |
| L40 | S06°27'24"W | 944.48' |
| L41 | N83°32'36"W | 75.85' |
| L42 | S86°10'07"W | 146.50' |
| L43 | S89°16'26"E | 284.76' |
| L44 | S89°16'26"E | 224.53' |
| L45 | N00°20'23"W | 449.82' |
| L46 | S89°11'32"E | 665.15' |
| L47 | S00°48'28"W | 146.25' |
| L48 | N89°11'32"W | 86.05' |
| L49 | S00°20'23"E | 104.27' |
| L50 | N89°11'32"W | 281.95' |
| L51 | S00°20'23"E | 301.57' |
| L52 | N86°26'45"W | 277.81' |
| L53 | N00°20'23"W | 162.35' |

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SOMERVILLE APARTMENTS
VILLAGE OF SOMERS, WISCONSIN
CERTIFIED SURVEY MAP

PROJ. MGR.: JDB
DRAWN BY: LSM
DATE: 03/24/23
SCALE: 1"=200'

SHEET 4 OF 32
ALN.SMWI01

# CERTIFIED SURVEY MAP NO. _____

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15 TOWNSHIP 2 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF SOMERS, COUNTY OF KENOSHA AND STATE OF WISCONSIN.

## BASIS OF BEARINGS

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GRAPHIC SCALE

200 0 100 200 400

( IN FEET )
1 inch = 200 ft.

## LEGEND:

- = EX./PROP. PROPERTY LINE
- = EX. SECTION LINE
- = EX. RIGHT OF WAY LINE
- = EX. LOT LINE LINE
- = EX. EASEMENT LINE
- = PROPOSED LOT LINE
- = PROP. EASEMENT LINE
- = EX./PROP. CENTERLINE

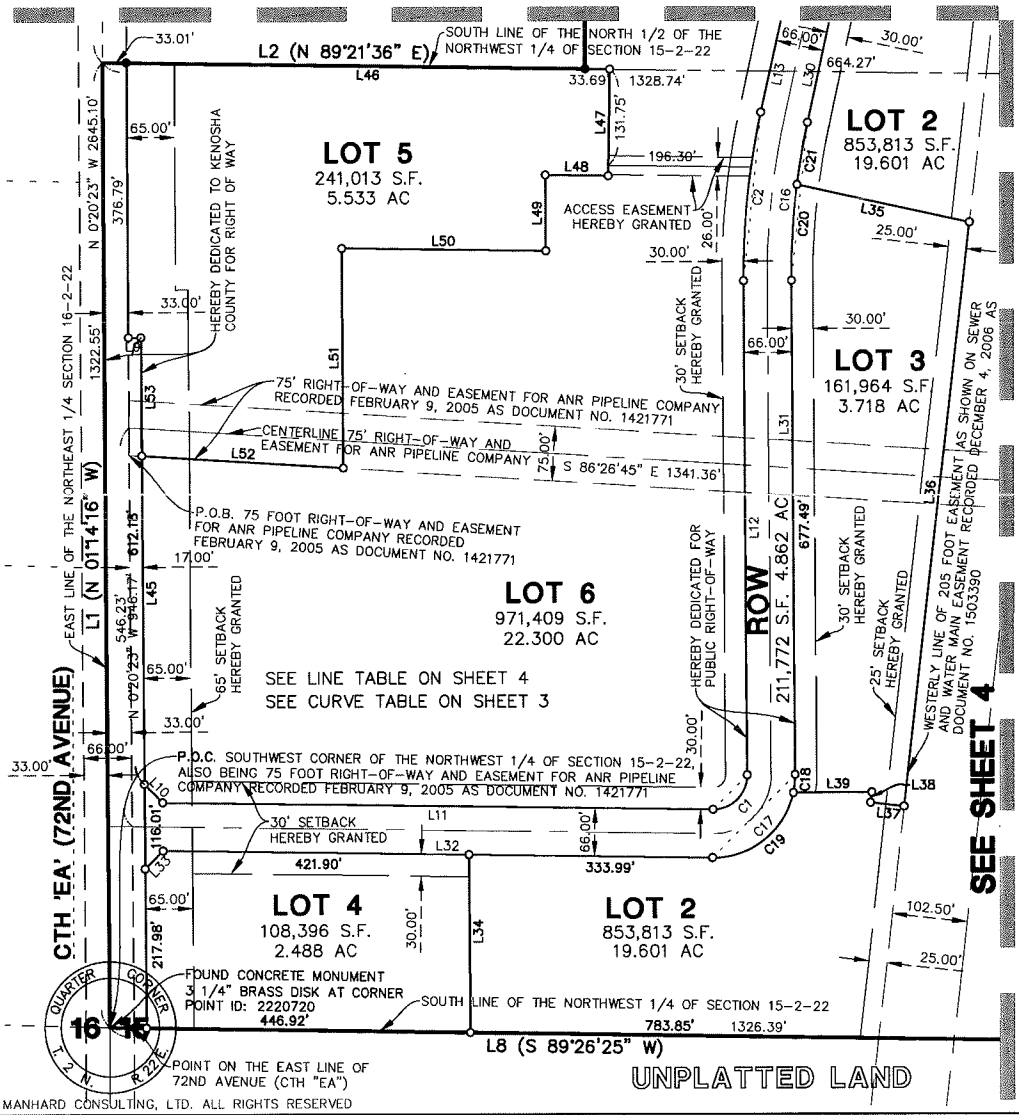
## LEGEND

- ● 1" O.D. IRON PIPE FOUND
- ○ 1" O.D. 18" LONG WEIGHT 1.30 LBS/FT. SET

WISCONSIN
JAMES D. BAKER
S-2704
LINCOLNSHIRE, ILLINOIS
LAND SURVEYOR

PREPARED BY: _____
JAMES D. BAKER,
P.L.S. NO. 2704 EXPIRES: 01/31/24
DATE: MARCH 24, 2023

SEE SHEET 2

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SOMERVILLE APARTMENTS
VILLAGE OF SOMERS, WISCONSIN
CERTIFIED SURVEY MAP

| | |
|---|---|
| PROJ. MGR.: JDB | SHEET 5 OF 32 |
| DRAWN BY: LSM | |
| DATE: 03/24/23 | |
| SCALE: 1"=200' | ALN.SMWI01 |

Dwg Name: P:\Alnsmwi01\dwg\Surv\Final Drawings\Certified Survey Map\CSM_1\02-05-ALNSMWI-CSM_1.dwg Updated By: LMoryl 14:42

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GRAPHIC SCALE

60 0 30 60 120

( IN FEET )
1 inch = 60 ft.

## LEGEND:

- = EX./PROP. PROPERTY LINE
- = EX. SECTION LINE
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- = EX. LOT LINE LINE
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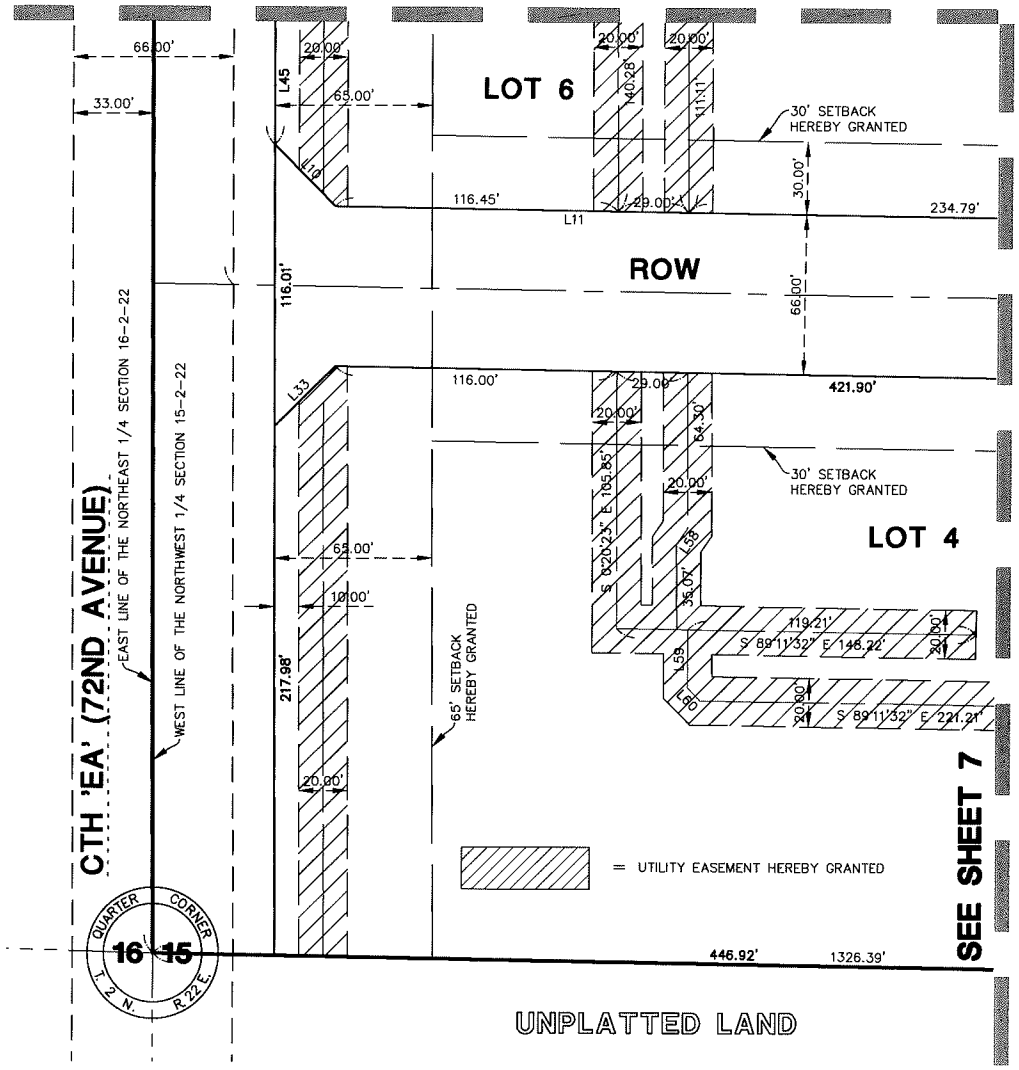
- = PROP. EASEMENT LINE
- = EX./PROP. CENTERLINE

WISCONSIN
JAMES D. BAKER
S-2704
LINCOLNSHIRE, ILLINOIS
LAND SURVEYOR

PREPARED BY: _____
JAMES D. BAKER,
P.L.S. NO. 2704 EXPIRES: 01/31/24
DATE: MARCH 24, 2023

SEE LINE TABLE ON SHEET 28
SEE CURVE TABLE ON SHEET 30

SEE SHEET 13

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SOMERVILLE APARTMENTS
VILLAGE OF SOMERS, WISCONSIN
CERTIFIED SURVEY MAP

PROJ. MGR.: JDB
DRAWN BY: LSM
DATE: 03/24/23
SCALE: 1"=60'

SHEET 6 OF 32
ALN.SMWI01

Dwg Name: P:\Alnsmwi01\dwg\Surv\Final Drawings\Certified Survey Map\CSM_1\06-30-ALNSMWI-CSM_1.dwg Updated By: LMoryl
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GRAPHIC SCALE

60 0 30 60 120

( IN FEET )
1 inch = 60 ft.

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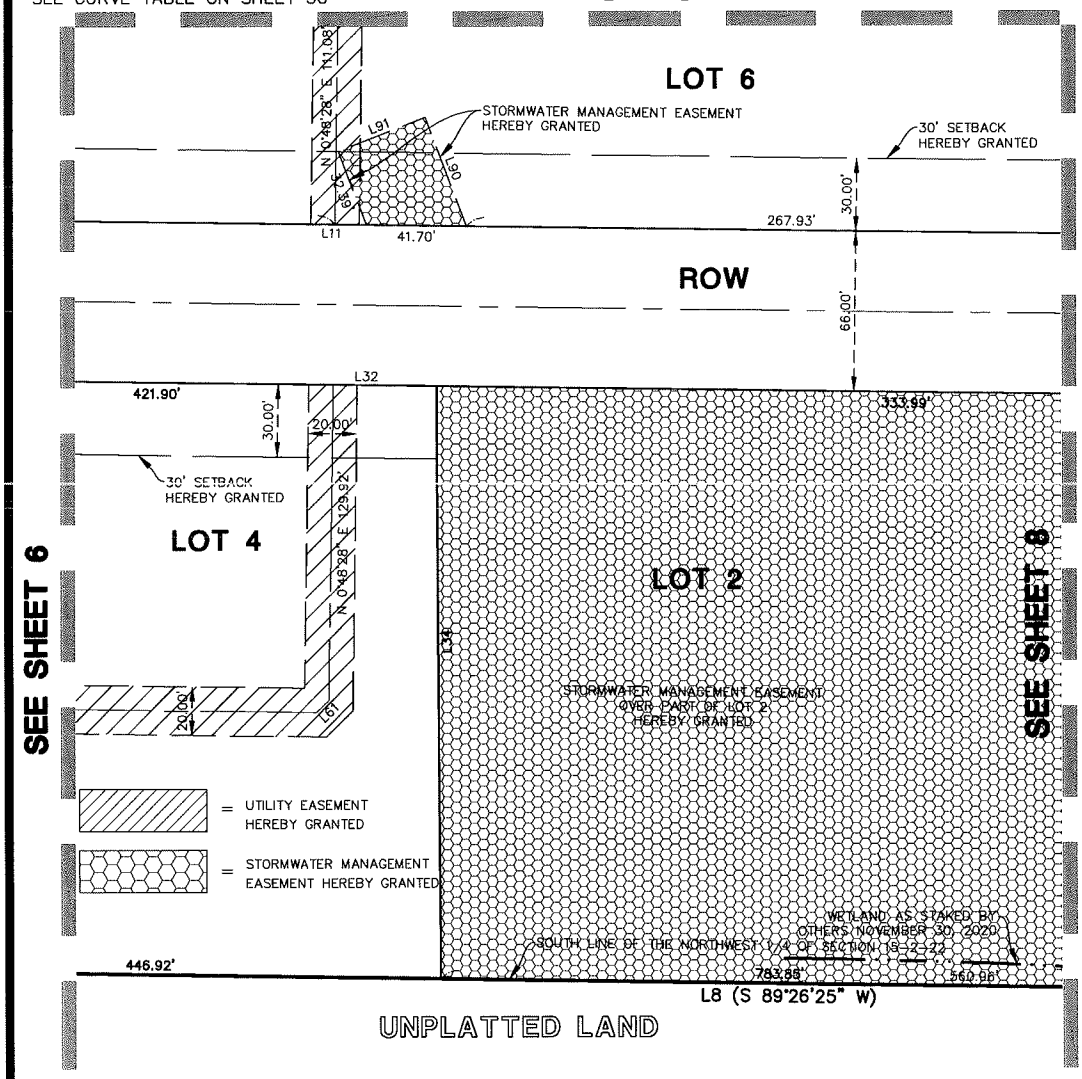
- = PROPOSED LOT LINE
- = PROP. EASEMENT LINE
- = EX./PROP. CENTERLINE

SEE LINE TABLE ON SHEET 28
SEE CURVE TABLE ON SHEET 30

WISCONSIN
JAMES D. BAKER
S-2704
LINCOLNSHIRE, ILLINOIS
LAND SURVEYOR

PREPARED BY: _____
JAMES D. BAKER,
P.L.S. NO. 2704 EXPIRES: 01/31/24
DATE: MARCH 24, 2023

SEE SHEET 12

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SOMERVILLE APARTMENTS
VILLAGE OF SOMERS, WISCONSIN
CERTIFIED SURVEY MAP

PROJ. MGR.: JDB
DRAWN BY: LSM
DATE: 03/24/23
SCALE: 1"=60'

SHEET 7 OF 32
ALN.SMWI01

Dwg Name: P:\Alnsmwi01\dwg\Surv\Final Drawings\Certified Survey Map\CSM_1\06-30-ALNSMWI-CSM_1.dwg Updated By: LMoryl 14:41

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( IN FEET )
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- = EX. EASEMENT LINE
- = PROPOSED LOT LINE
- = PROP. EASEMENT LINE
- = EX./PROP. CENTERLINE
- = UTILITY EASEMENT HEREBY GRANTED
- = STORMWATER MANAGEMENT EASEMENT HEREBY GRANTED

WISCONSIN
JAMES D. BAKER
S-2704
LINCOLNSHIRE, ILLINOIS
LAND SURVEYOR

PREPARED BY: _____
JAMES D. BAKER,
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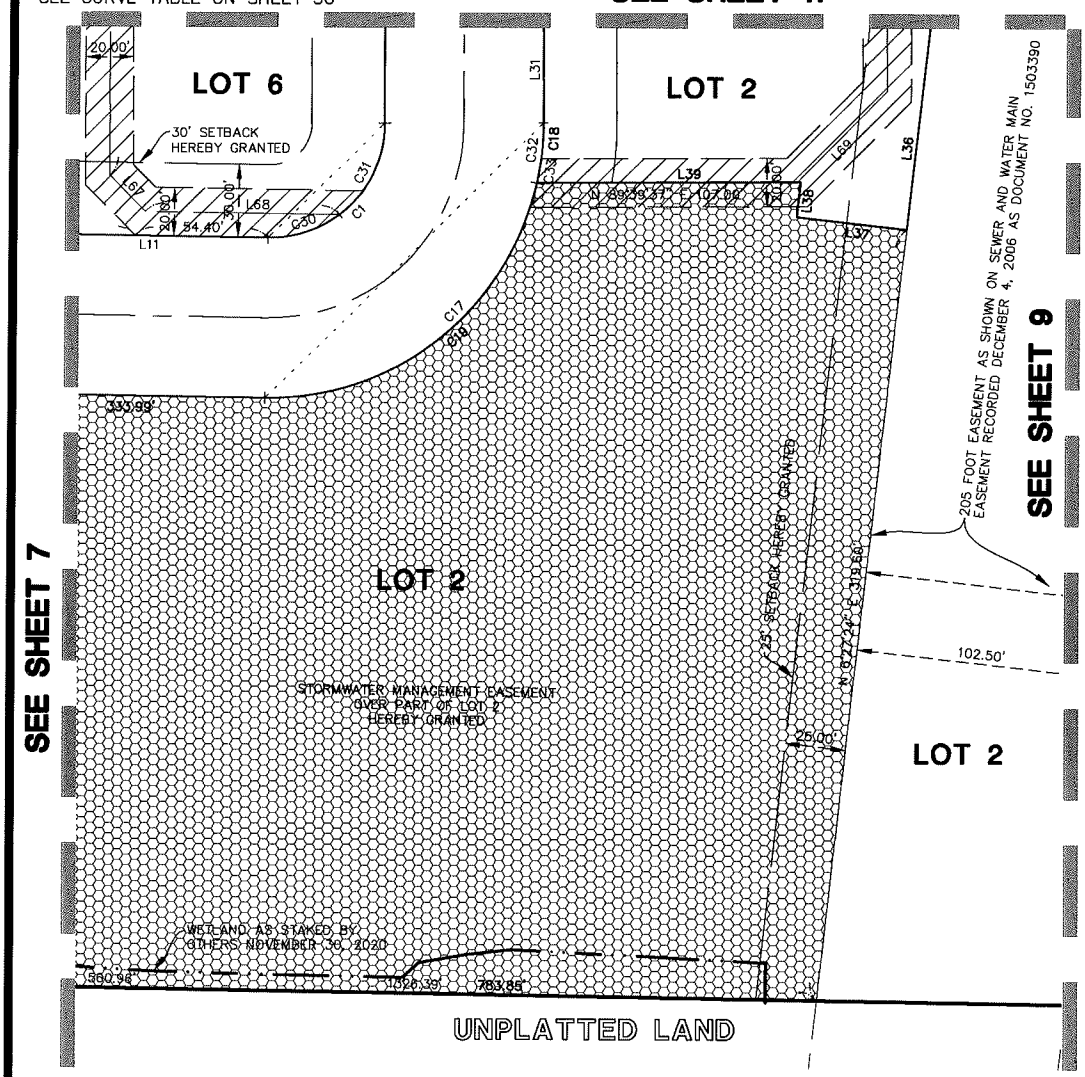
DATE: MARCH 24, 2023

SEE LINE TABLE ON SHEET 28
SEE CURVE TABLE ON SHEET 30

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SOMERVILLE APARTMENTS
VILLAGE OF SOMERS, WISCONSIN
CERTIFIED SURVEY MAP

| | |
|---|---|
| PROJ. MGR.: JDB | SHEET 8 OF 32 |
| DRAWN BY: LSM | |
| DATE: 03/24/23 | |
| SCALE: 1"=60' | ALN.SMWI01 |

Dwg Name: P:\Alnsmwi01\dwg\Surv\Final Drawings\Certified Survey Map\CSM_1\06-30-ALNSMWI-CSM_1.dwg Updated By: LMoryl
14:41

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SEE CURVE TABLE ON SHEET 30

WISCONSIN
JAMES D. BAKER
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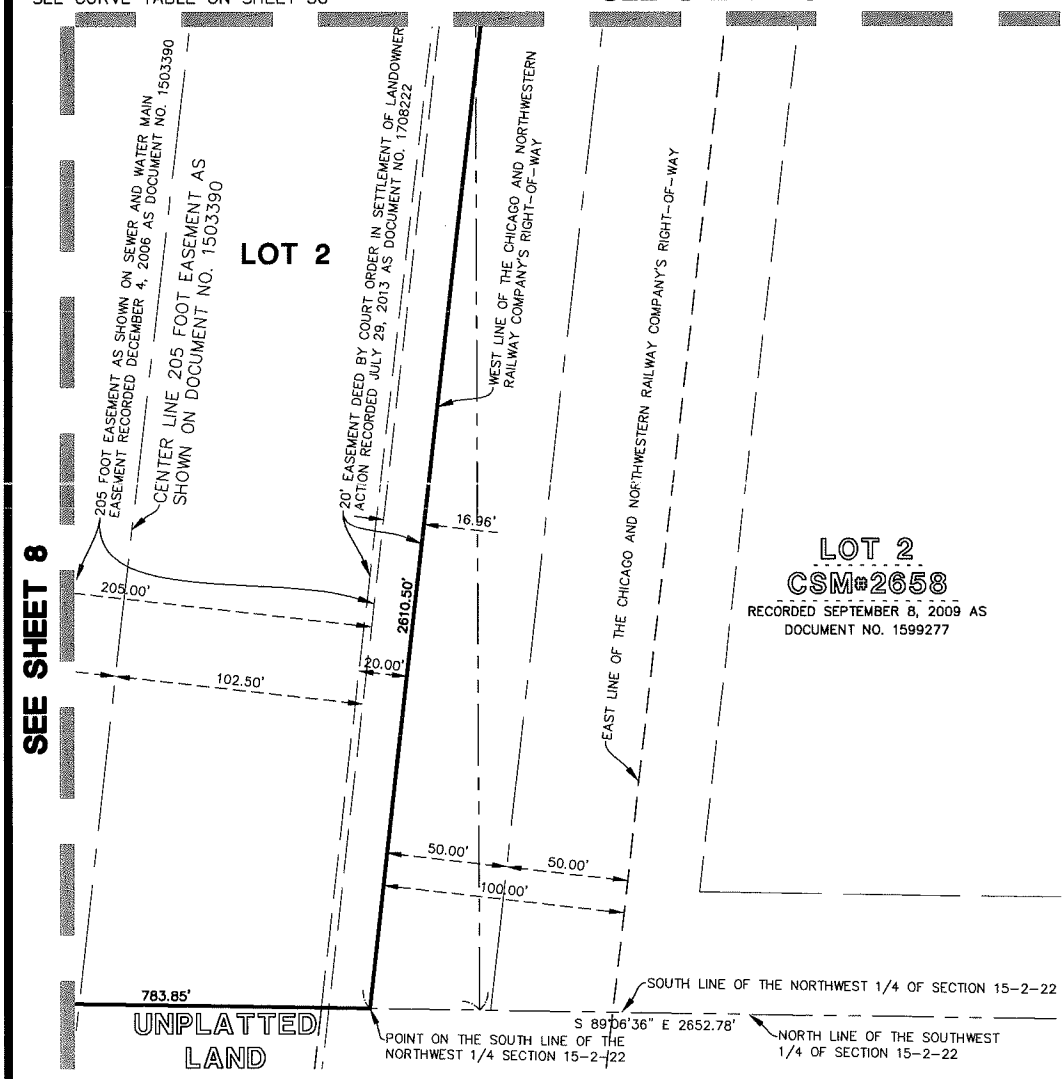
LINCOLNSHIRE, ILLINOIS
LAND SURVEYOR

PREPARED BY: _____
JAMES D. BAKER,
P.L.S. NO. 2704 EXPIRES: 01/31/24
DATE: MARCH 24, 2023

SEE SHEET 10

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SOMERVILLE APARTMENTS
VILLAGE OF SOMERS, WISCONSIN
CERTIFIED SURVEY MAP

| | |
|---|---|
| PROJ. MGR.: JDB | SHEET 9 OF 32 |
| DRAWN BY: LSM | |
| DATE: 03/24/23 | |
| SCALE: 1"=60' | ALN.SMWI01 |

Dwg Name: P:\Alnsmwi01\dwg\Surv\Final Drawings\Certified Survey Map\CSM_1\06-30-ALNSMWI-CSM_1.dwg Updated By: LMoryl 14:41

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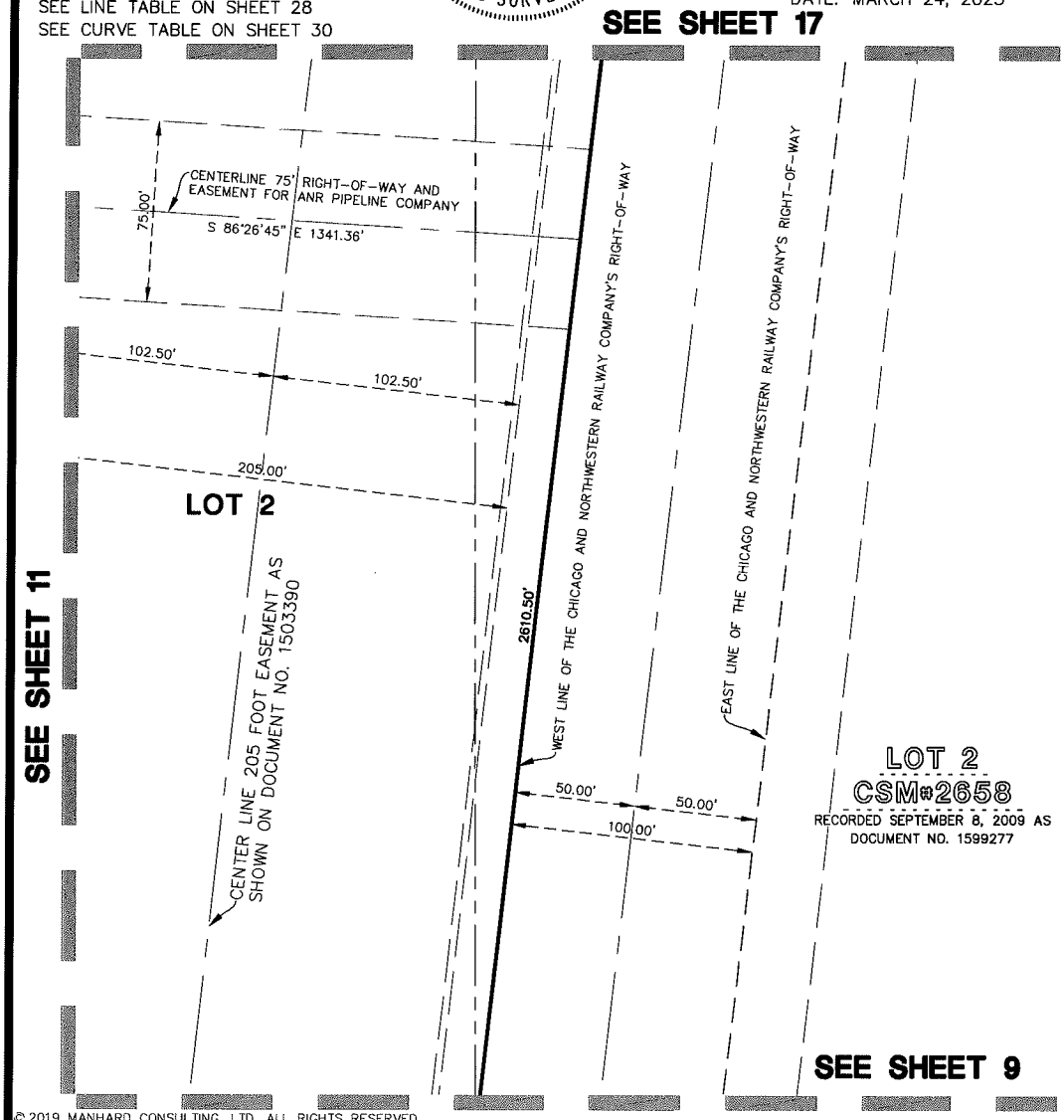


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SOMERVILLE APARTMENTS
VILLAGE OF SOMERS, WISCONSIN
CERTIFIED SURVEY MAP

PROJ. MGR.: JDB
DRAWN BY: LSM
DATE: 03/24/23
SCALE: 1"=60'

SHEET 10 OF 32
ALN.SMWI01

Dwg Name: P:\Alnsmwi01\dwg\Surv\Final Drawings\Certified Survey Map\CSM_1\06-30-ALNSMWI-CSM_1.dwg Updated By: LMoryl
14:41

# CERTIFIED SURVEY MAP NO. _____

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GRAPHIC SCALE

60 0 30 60 120

( IN FEET )
1 inch = 60 ft.

N

**LEGEND:**

- = EX./PROP. PROPERTY LINE
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- = EX. RIGHT OF WAY LINE
- = EX. LOT LINE LINE
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- = PROP. EASEMENT LINE
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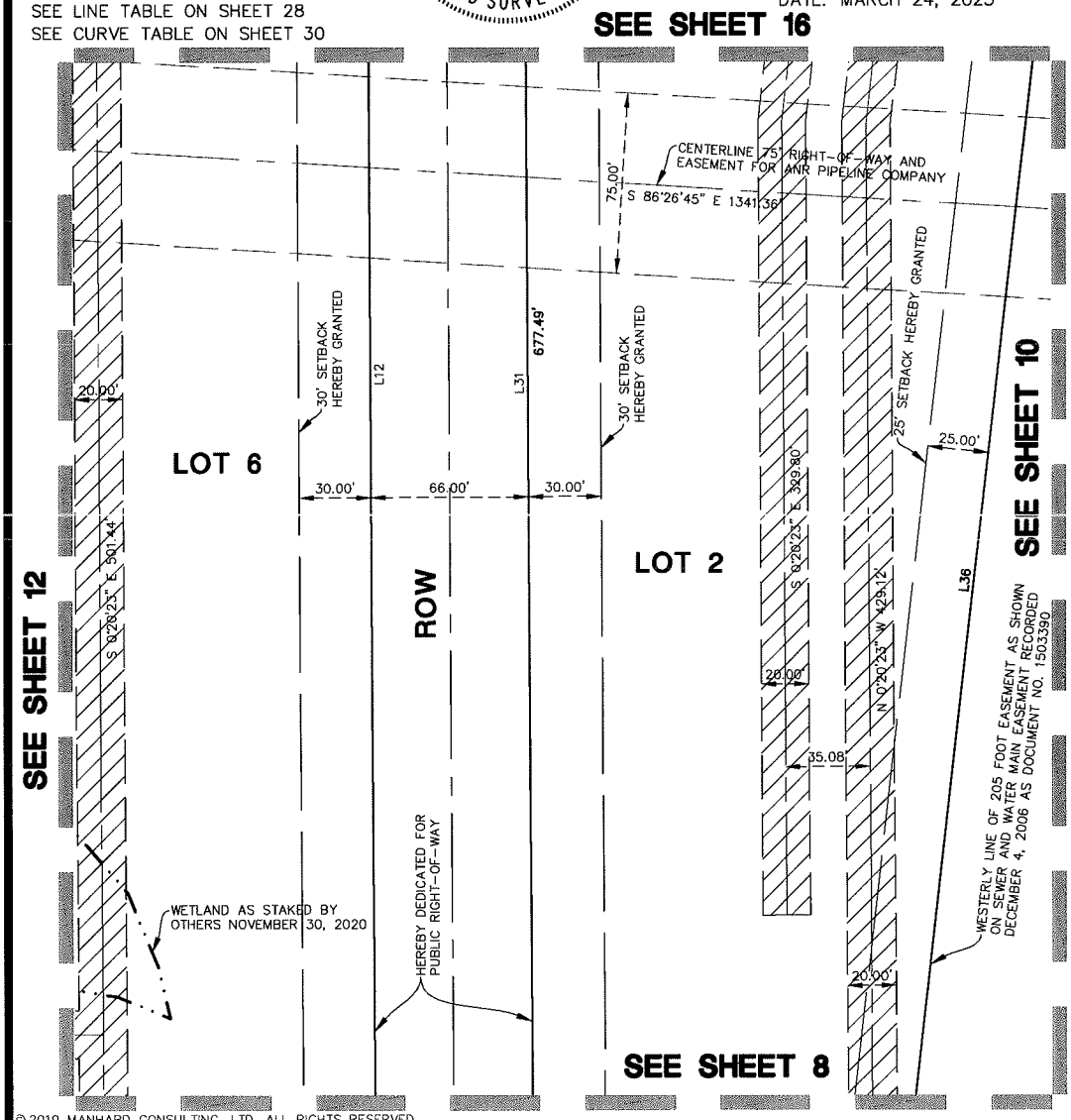
WISCONSIN
JAMES D. BAKER
S-2704
LINCOLNSHIRE, ILLINOIS
LAND SURVEYOR

PREPARED BY: _____
JAMES D. BAKER,
P.L.S. NO. 2704 EXPIRES: 01/31/24
DATE: MARCH 24, 2023

SEE LINE TABLE ON SHEET 28
SEE CURVE TABLE ON SHEET 30

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SHEET 11 OF 32
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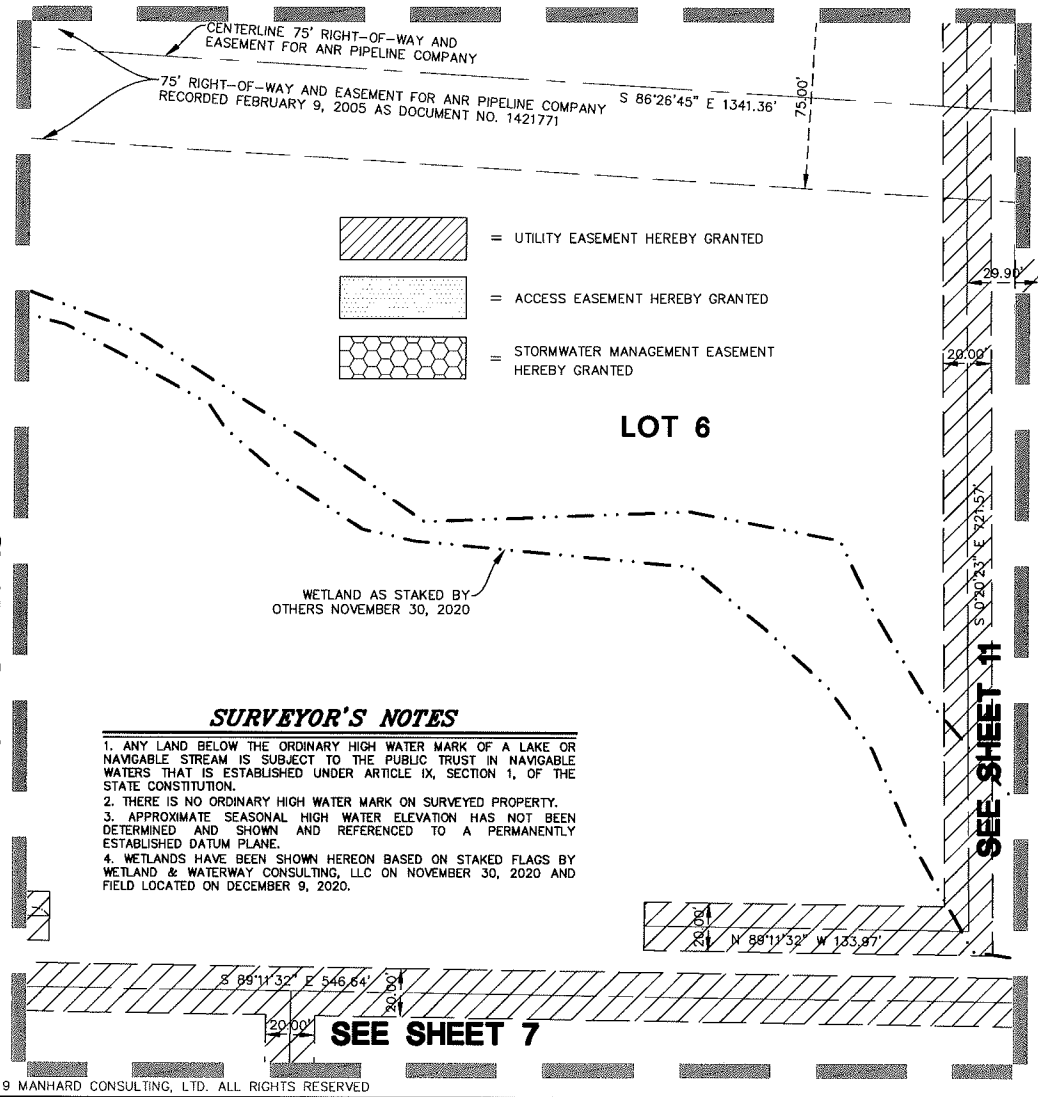


## *SURVEYOR'S NOTES*

1. ANY LAND BELOW THE ORDINARY HIGH WATER MARK OF A LAKE OR NAVIGABLE STREAM IS SUBJECT TO THE PUBLIC TRUST IN NAVIGABLE WATERS THAT IS ESTABLISHED UNDER ARTICLE IX, SECTION 1, OF THE STATE CONSTITUTION.
2. THERE IS NO ORDINARY HIGH WATER MARK ON SURVEYED PROPERTY.
3. APPROXIMATE SEASONAL HIGH WATER ELEVATION HAS NOT BEEN DETERMINED AND SHOWN AND REFERENCED TO A PERMANENTLY ESTABLISHED DATUM PLANE.
4. WETLANDS HAVE BEEN SHOWN HEREON BASED ON STAKED FLAGS BY WETLAND & WATERWAY CONSULTING, LLC ON NOVEMBER 30, 2020 AND FIELD LOCATED ON DECEMBER 9, 2020.

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SHEET 12 OF 32
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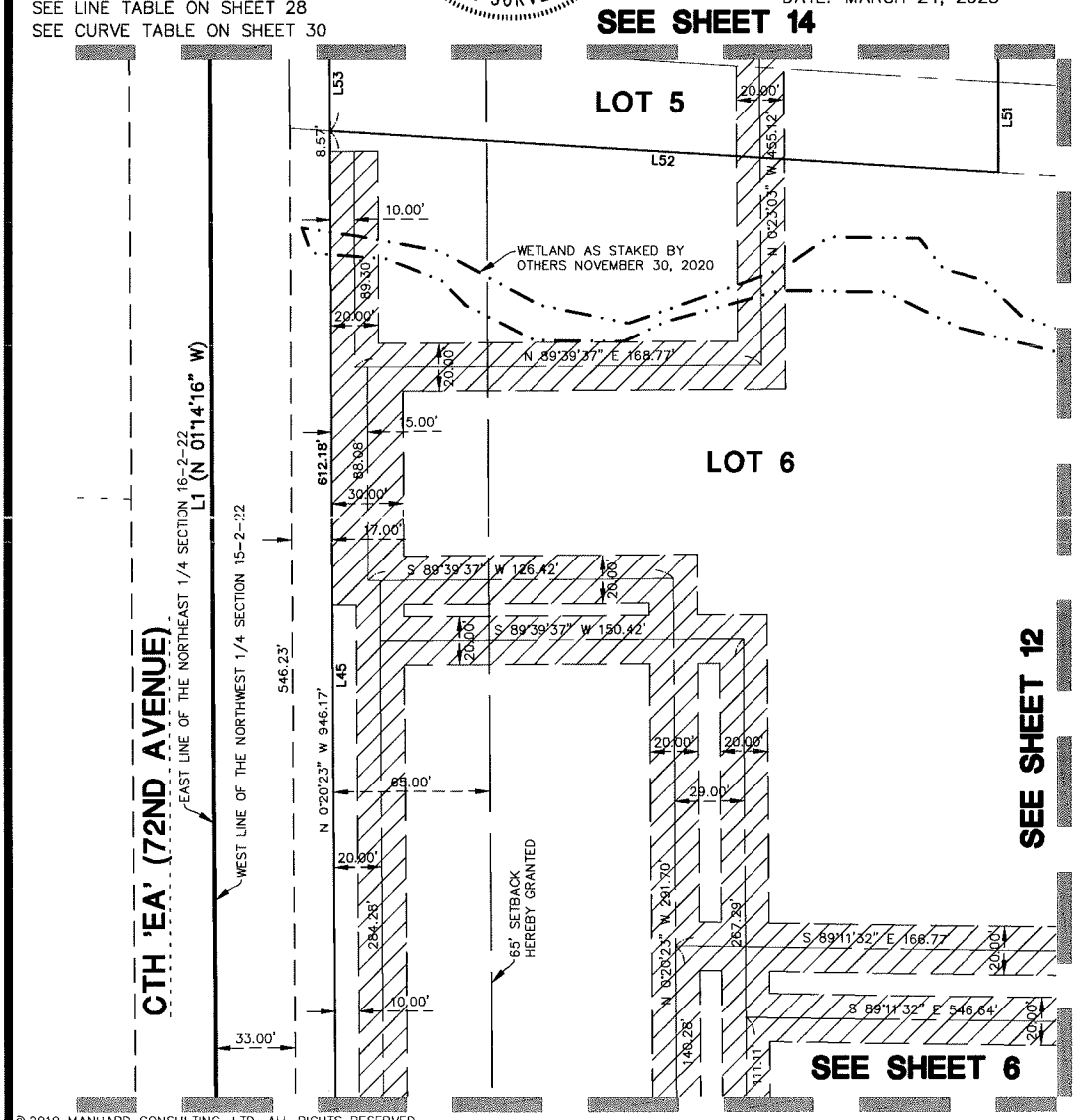


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SHEET 13 OF 32
ALN.SMWI01

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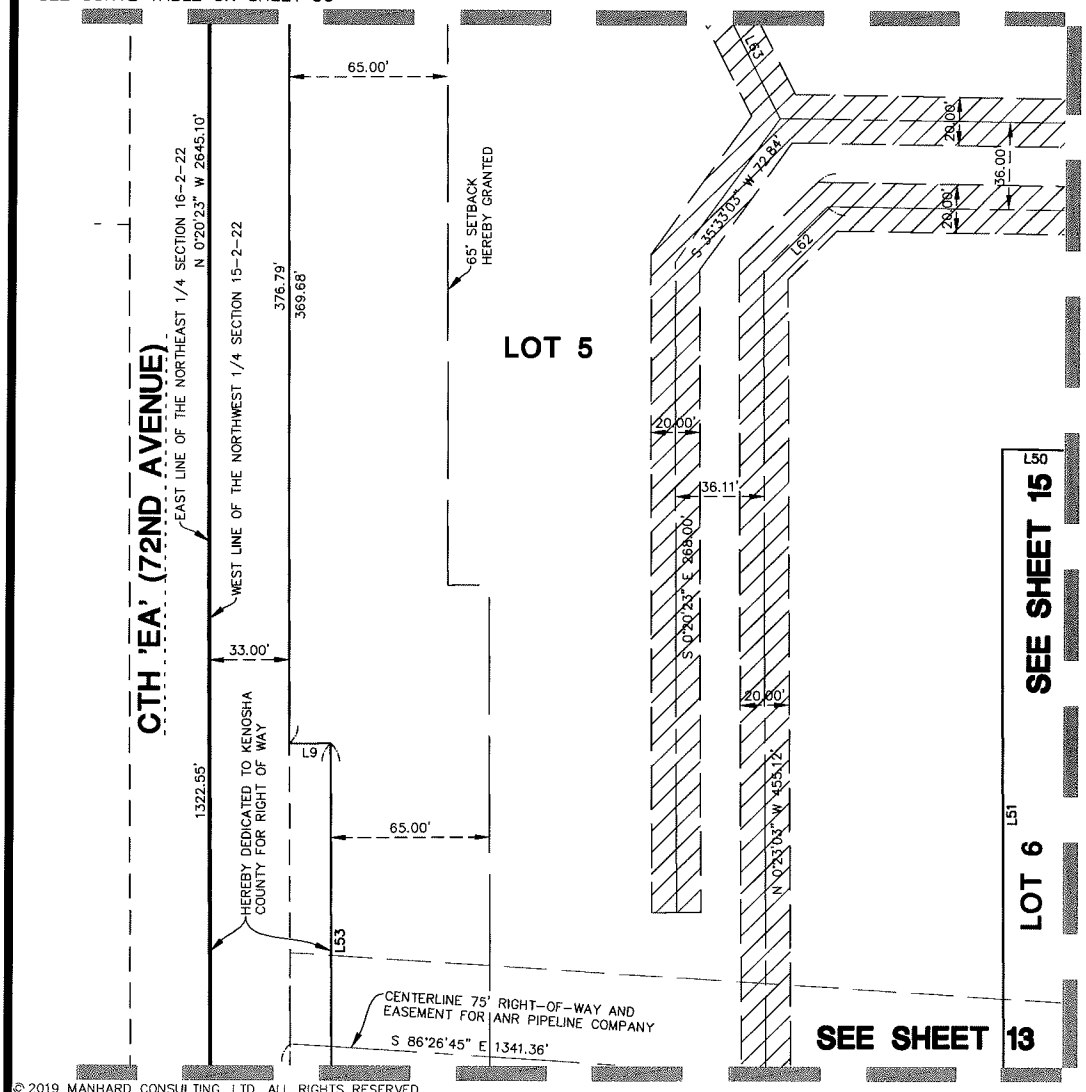
SEE SHEET 21

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SHEET 14 OF 32
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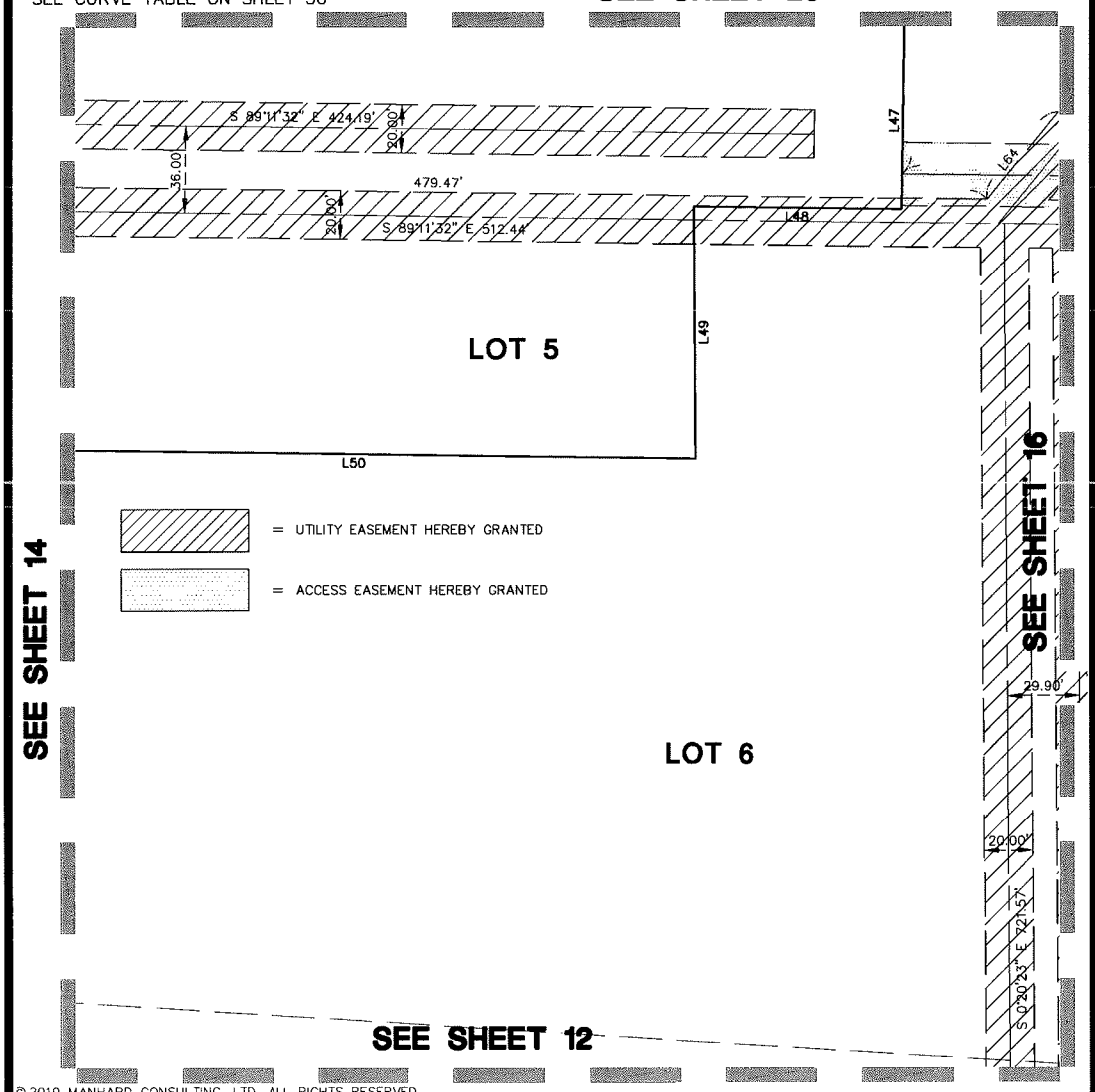


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SHEET 15 OF 32
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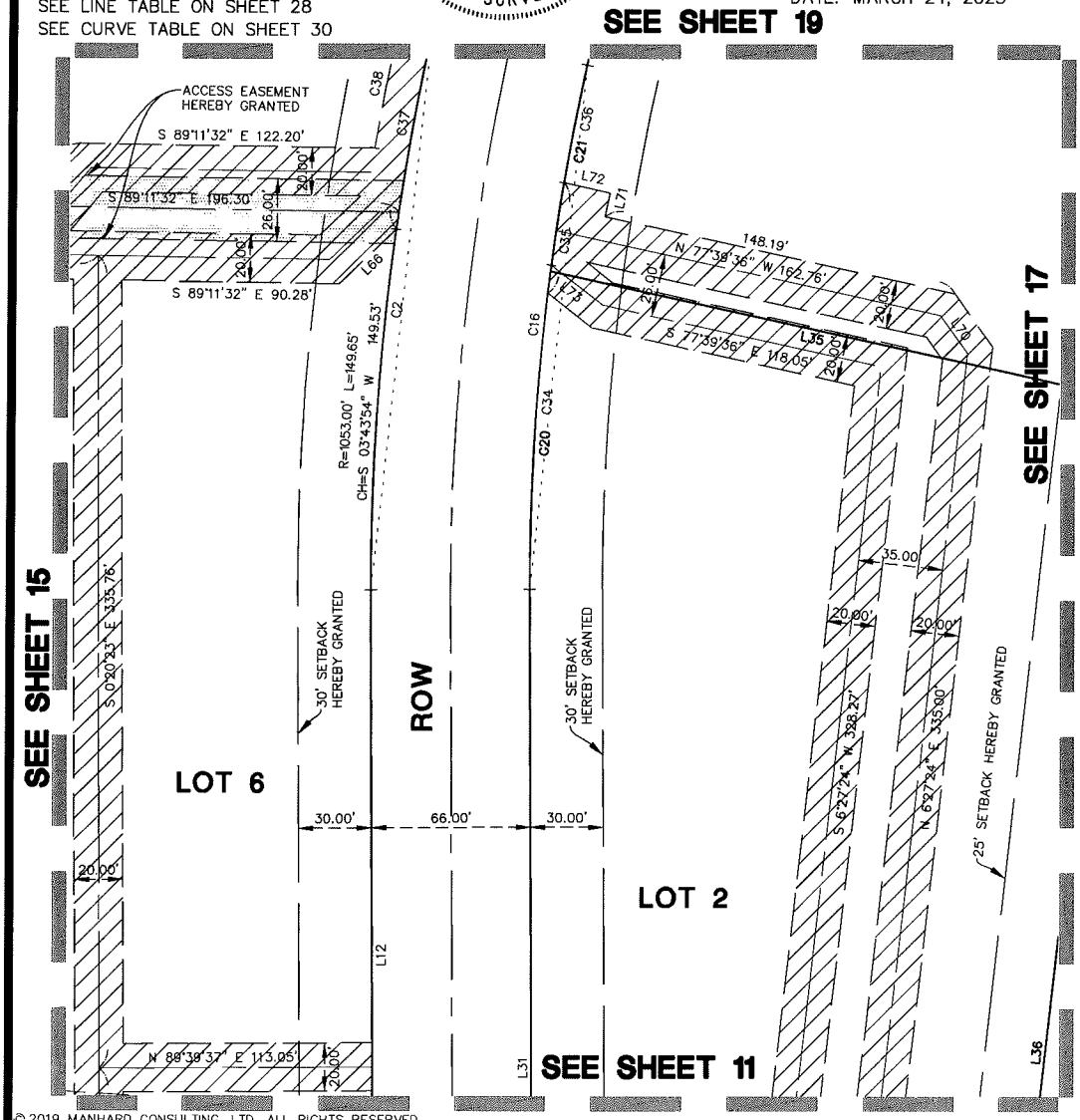


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SHEET 16 OF 32
ALN.SMWI01

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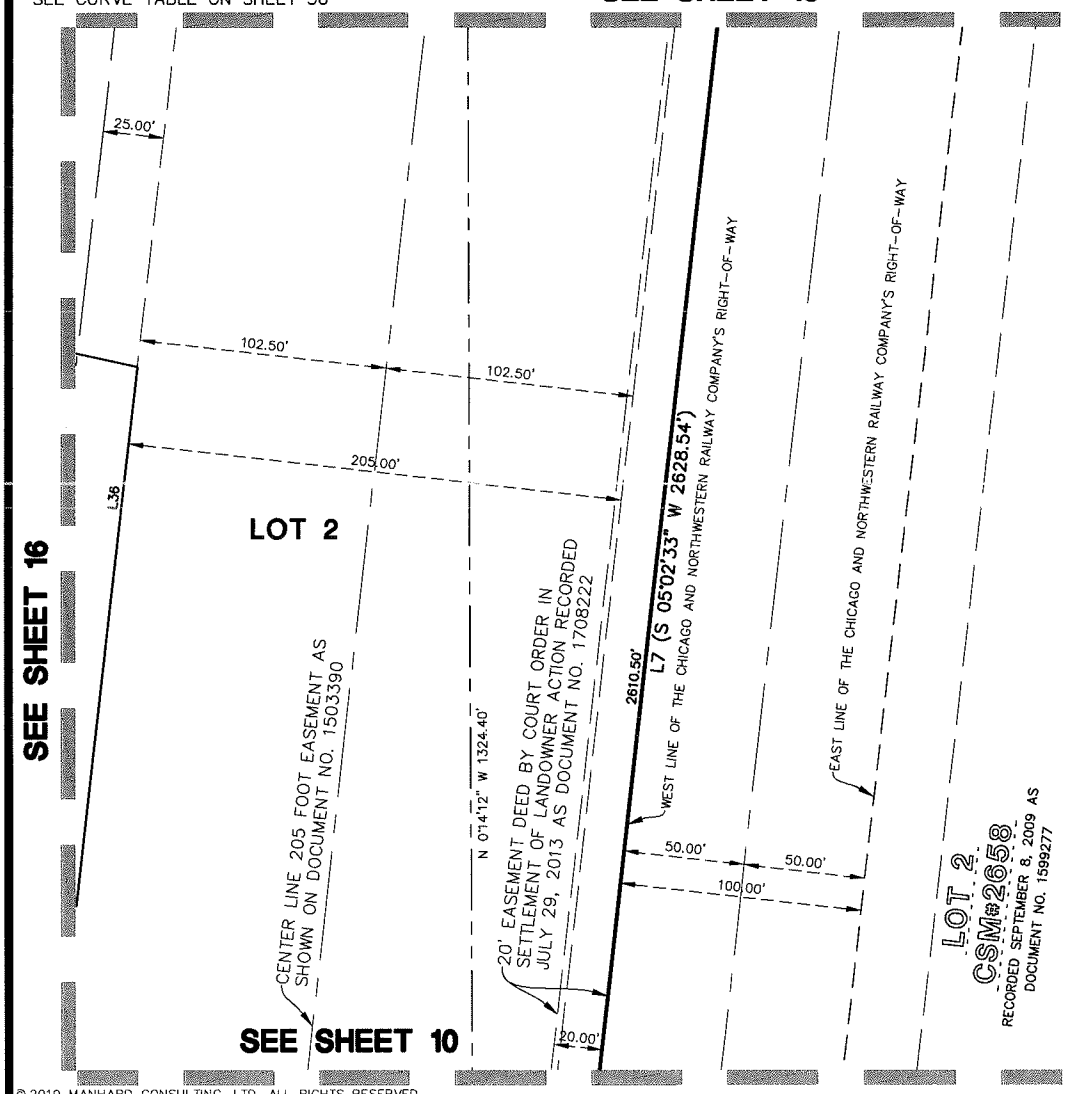


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SHEET 17 OF 32
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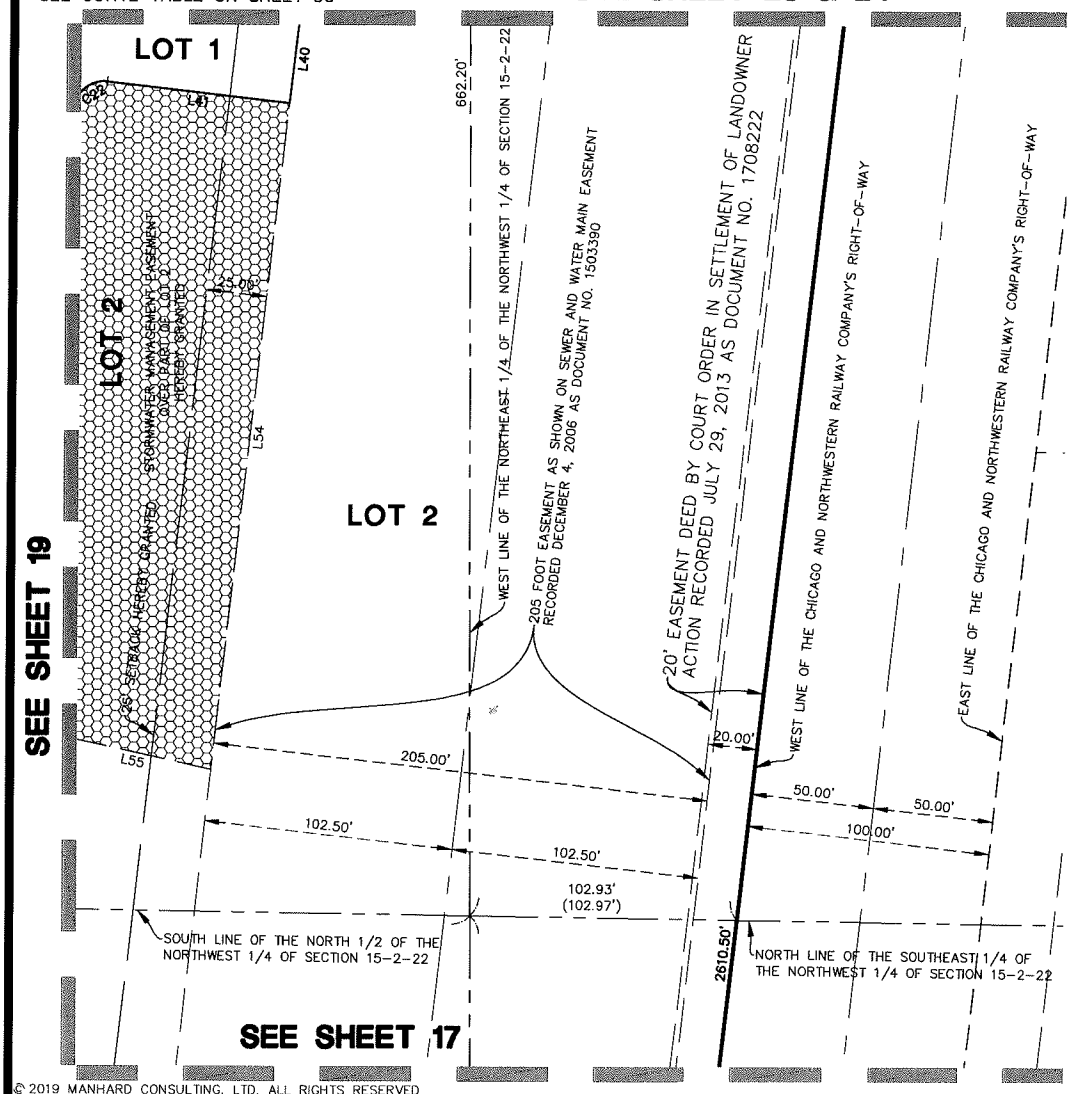


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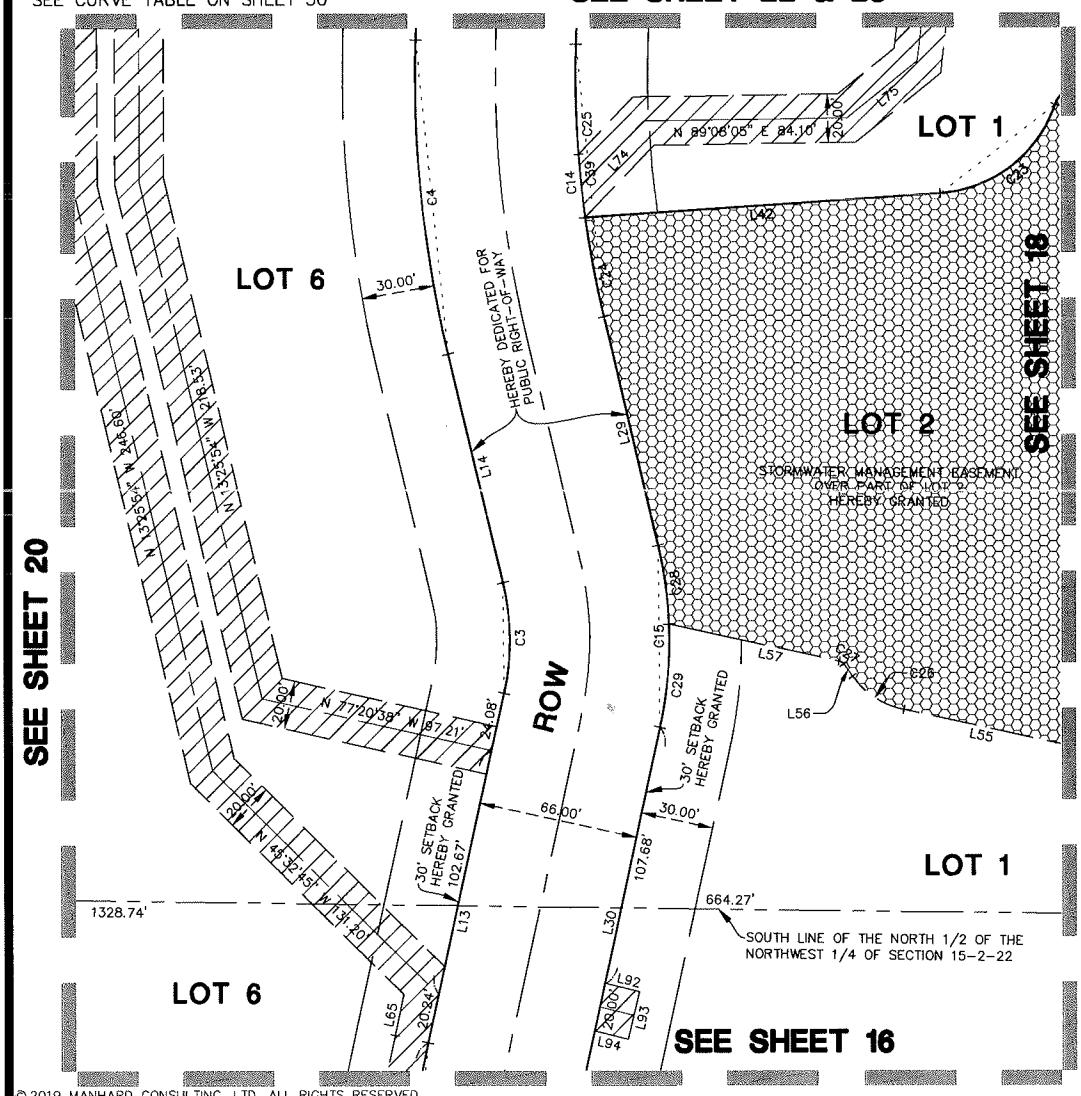


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SOMERVILLE APARTMENTS
VILLAGE OF SOMERS, WISCONSIN
CERTIFIED SURVEY MAP

PROJ. MGR.: JDB
DRAWN BY: LSM
DATE: 03/24/23
SCALE: 1"=60'

SHEET 19 OF 32
ALN.SMWI01

14:41 Dwg Name: P:\Alnsmwi01\dwg\Surv\Final Drawings\Certified Survey Map\CSM_1\06-30-ALNSMWI-CSM_1.dwg Updated By: LMoryl

# CERTIFIED SURVEY MAP NO. _____

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GRAPHIC SCALE

60 0 30 60 120

( IN FEET )
1 inch = 60 ft.

N

**LEGEND:**

- = EX./PROP. PROPERTY LINE
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= UTILITY EASEMENT HEREBY GRANTED

WISCONSIN
JAMES D. BAKER
S-2704
LINCOLNSHIRE, ILLINOIS
LAND SURVEYOR

PREPARED BY: _____
JAMES D. BAKER,
P.L.S. NO. 2704 EXPIRES: 01/31/24
DATE: MARCH 24, 2023

SEE LINE TABLE ON SHEET 28
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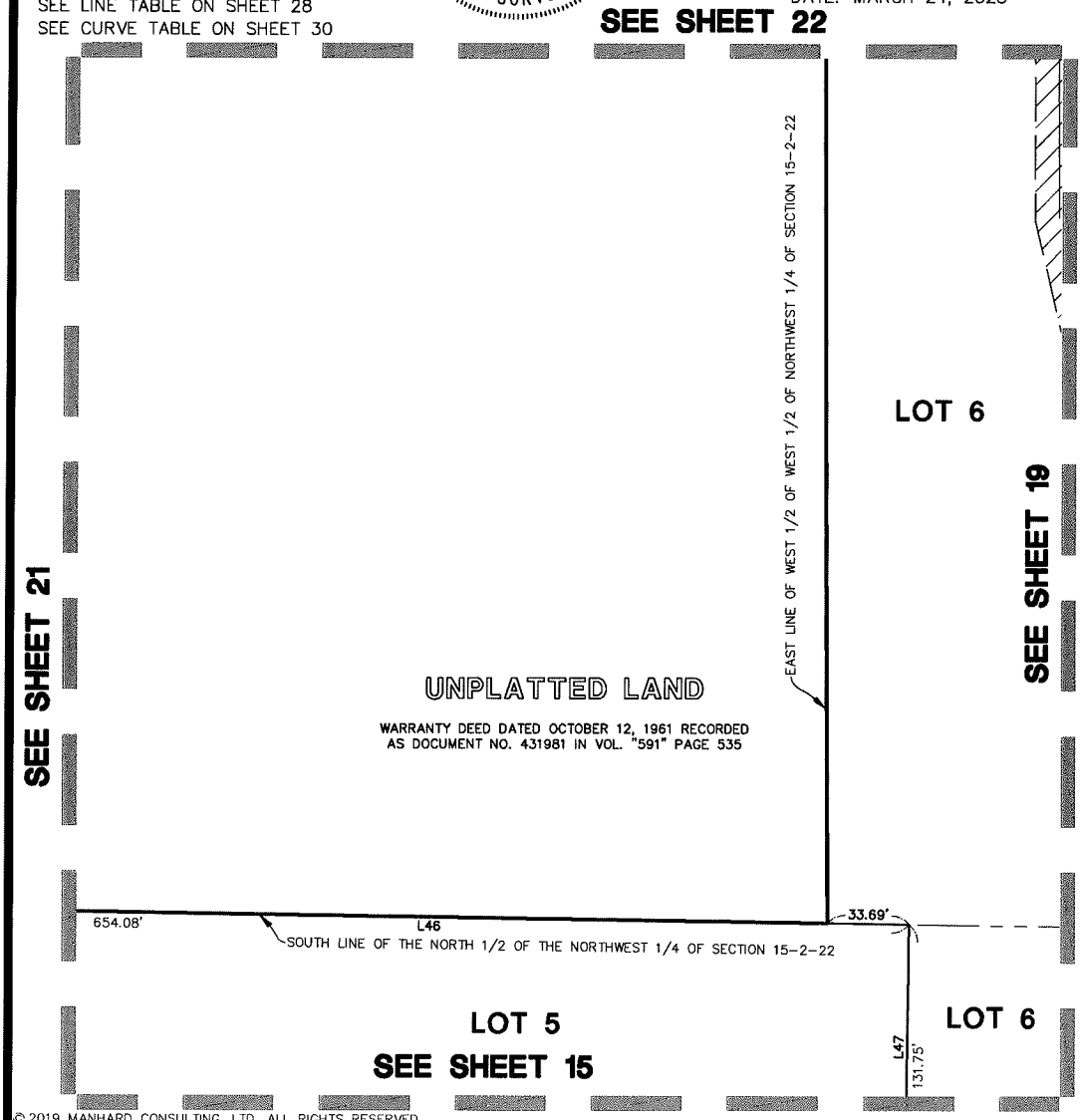


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SHEET 20 OF 32
ALN.SMWI01

Dwg Name: P:\Alnsmwi01\dwg\Surv\Final Drawings\Certified Survey Map\CSM_1\06-30-ALNSMWI-CSM_1.dwg Updated By: LMoryl
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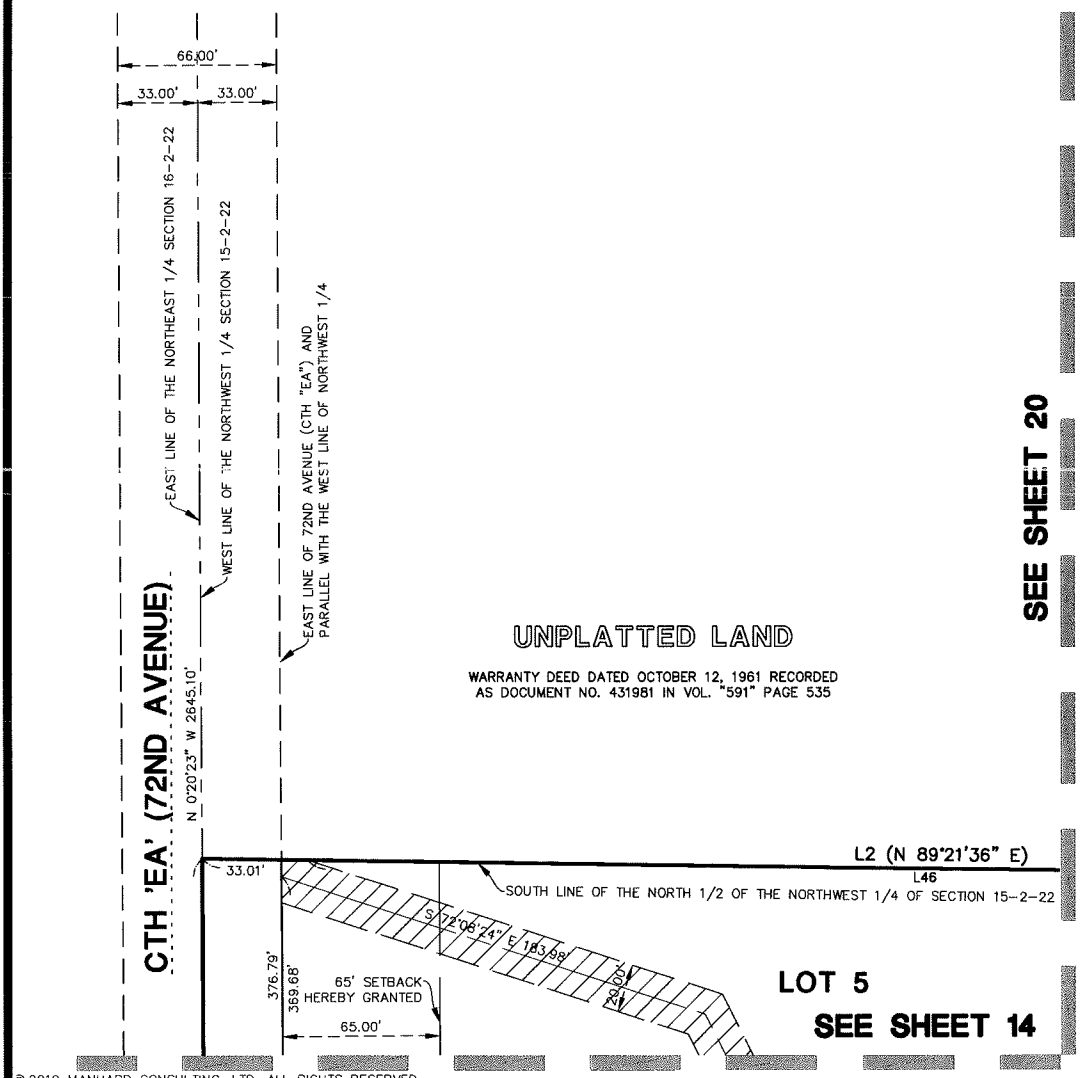


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DRAWN BY: LSM
DATE: 03/24/23
SCALE: 1"=60'

SHEET 21 OF 32
ALN.SMWI01

Dwg Name: P:\Alnsmwi01\dwg\Surv\Final Drawings\Certified Survey Map\CSM_1\06-30-ALNSMWI-CSM_1.dwg Updated By: LMoryl 14:41

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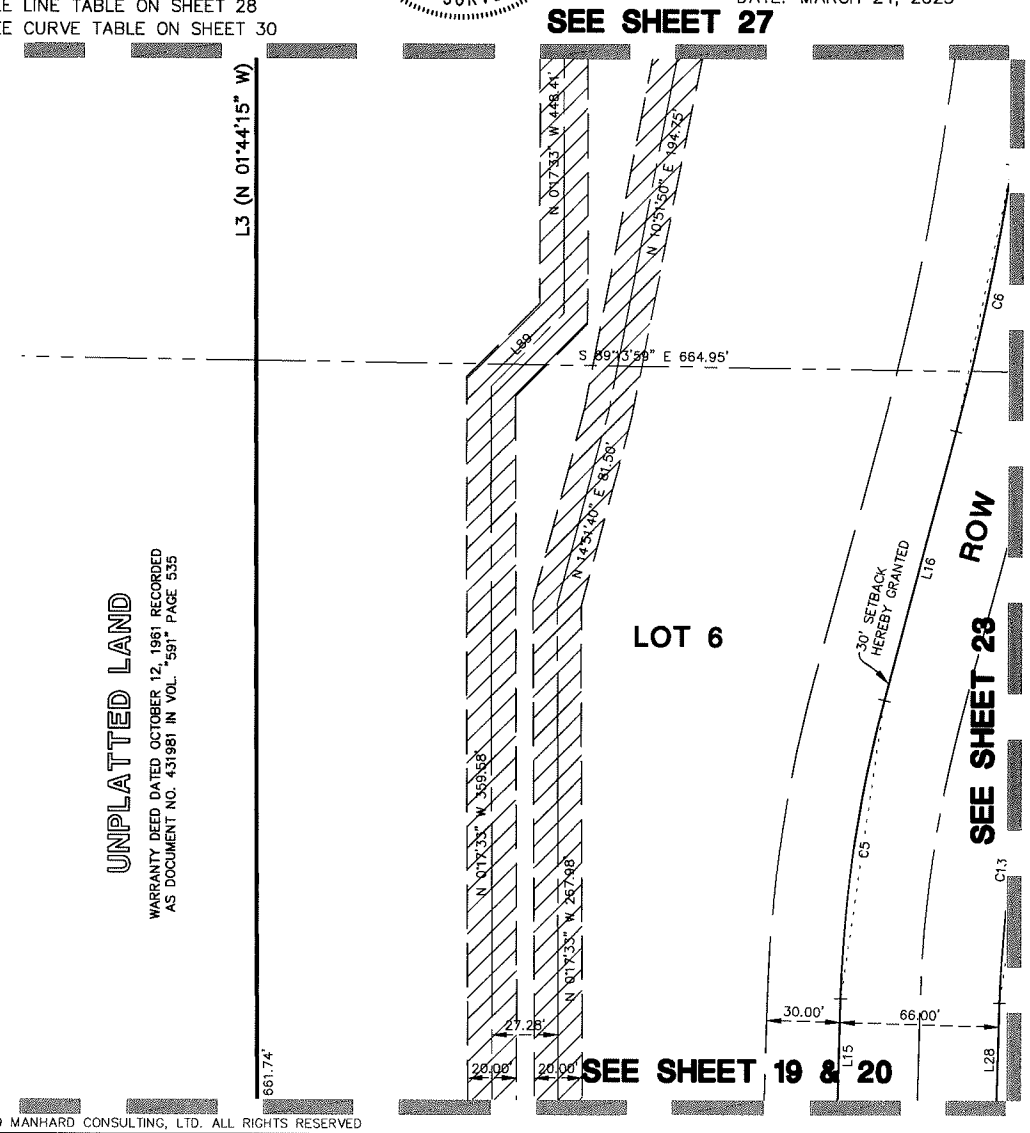


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SHEET 22 OF 32
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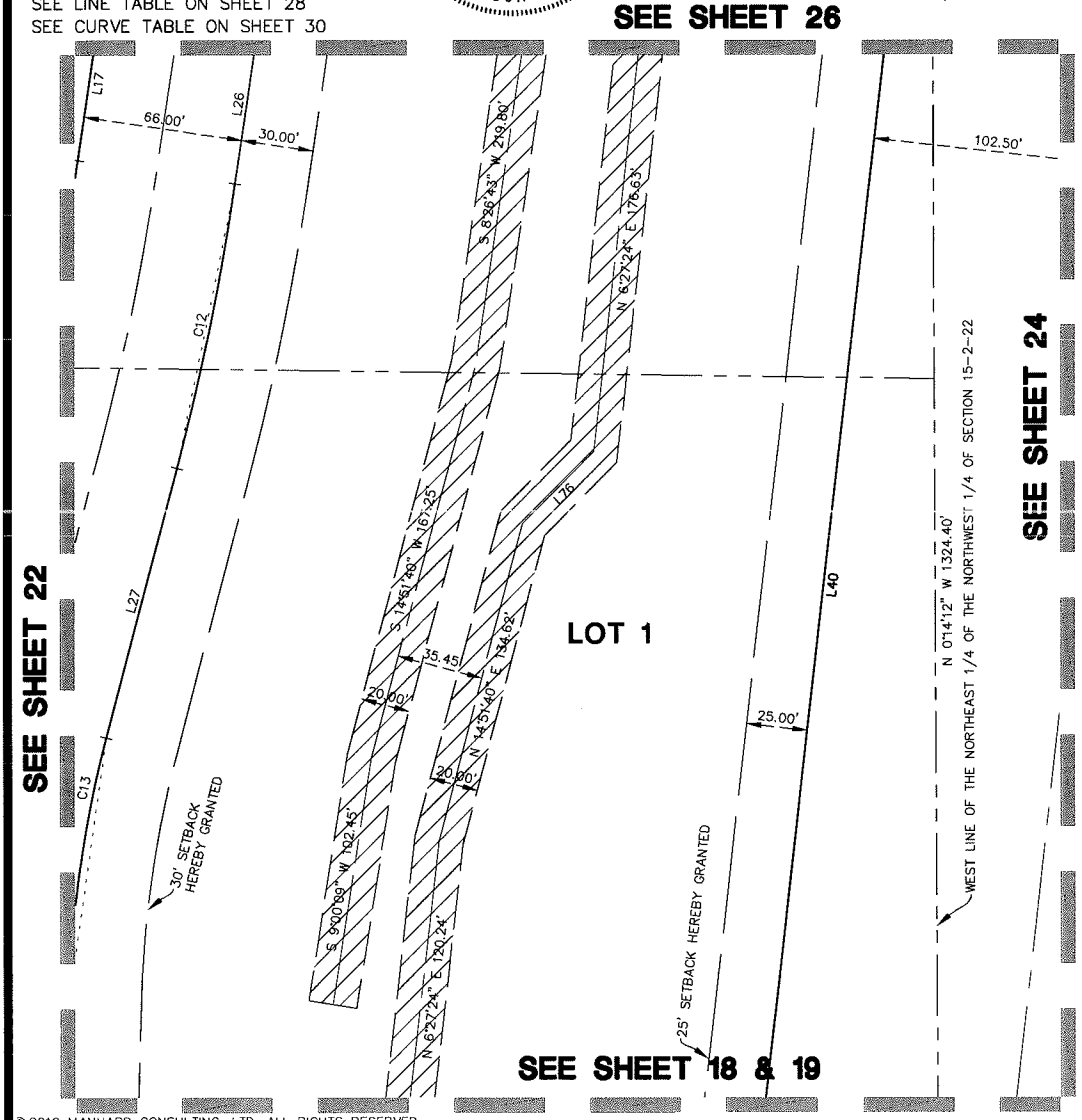


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SOMERVILLE APARTMENTS
VILLAGE OF SOMERS, WISCONSIN
CERTIFIED SURVEY MAP

| | |
|---|---|
| PROJ. MGR.: | JDB |
| DRAWN BY: | LSM |
| DATE: | 03/24/23 |
| SCALE: | 1"=60' |

SHEET 23 OF 32
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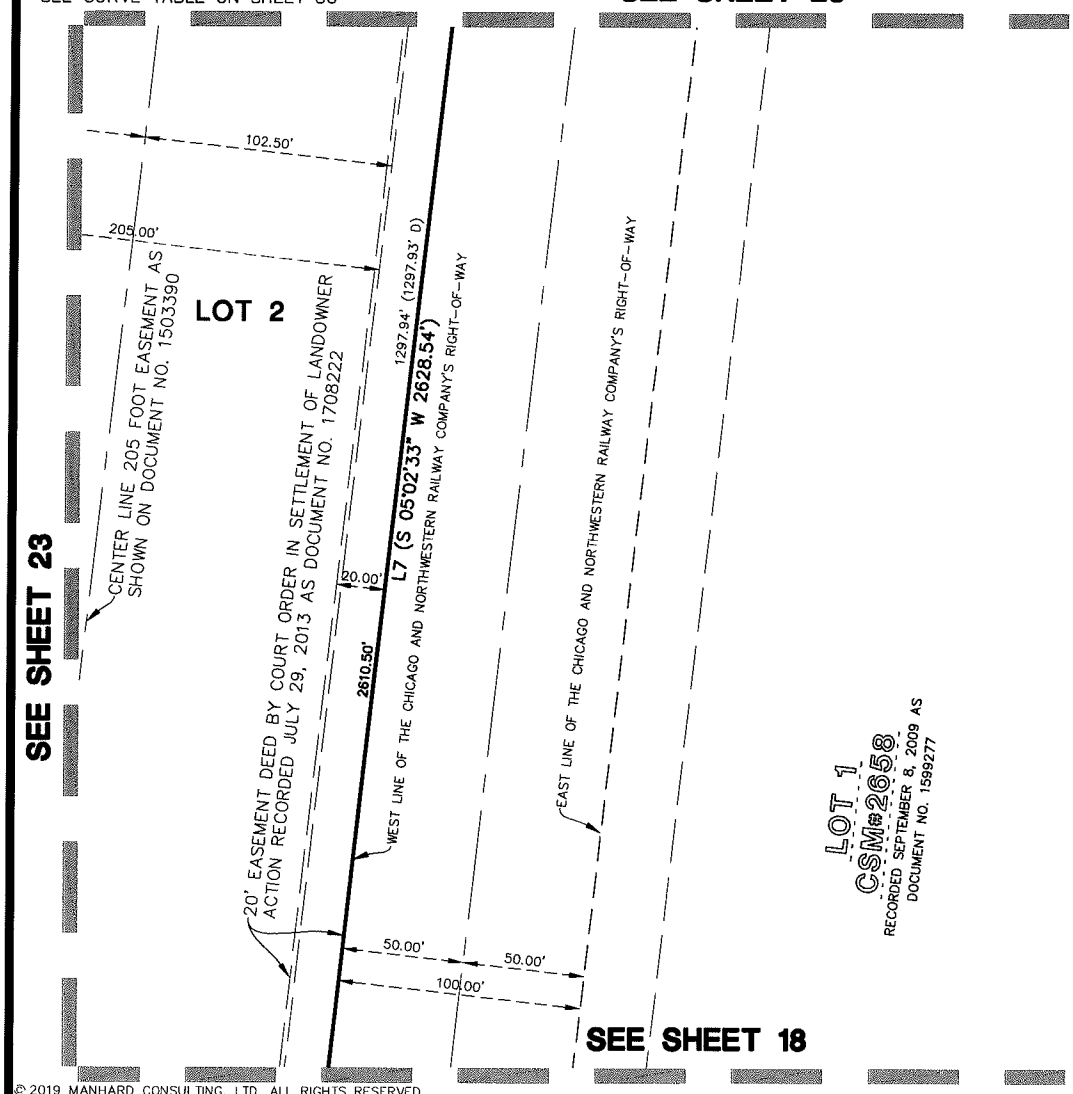


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SCALE: 1"=60'

SHEET 24 OF 32
ALN.SMWI01

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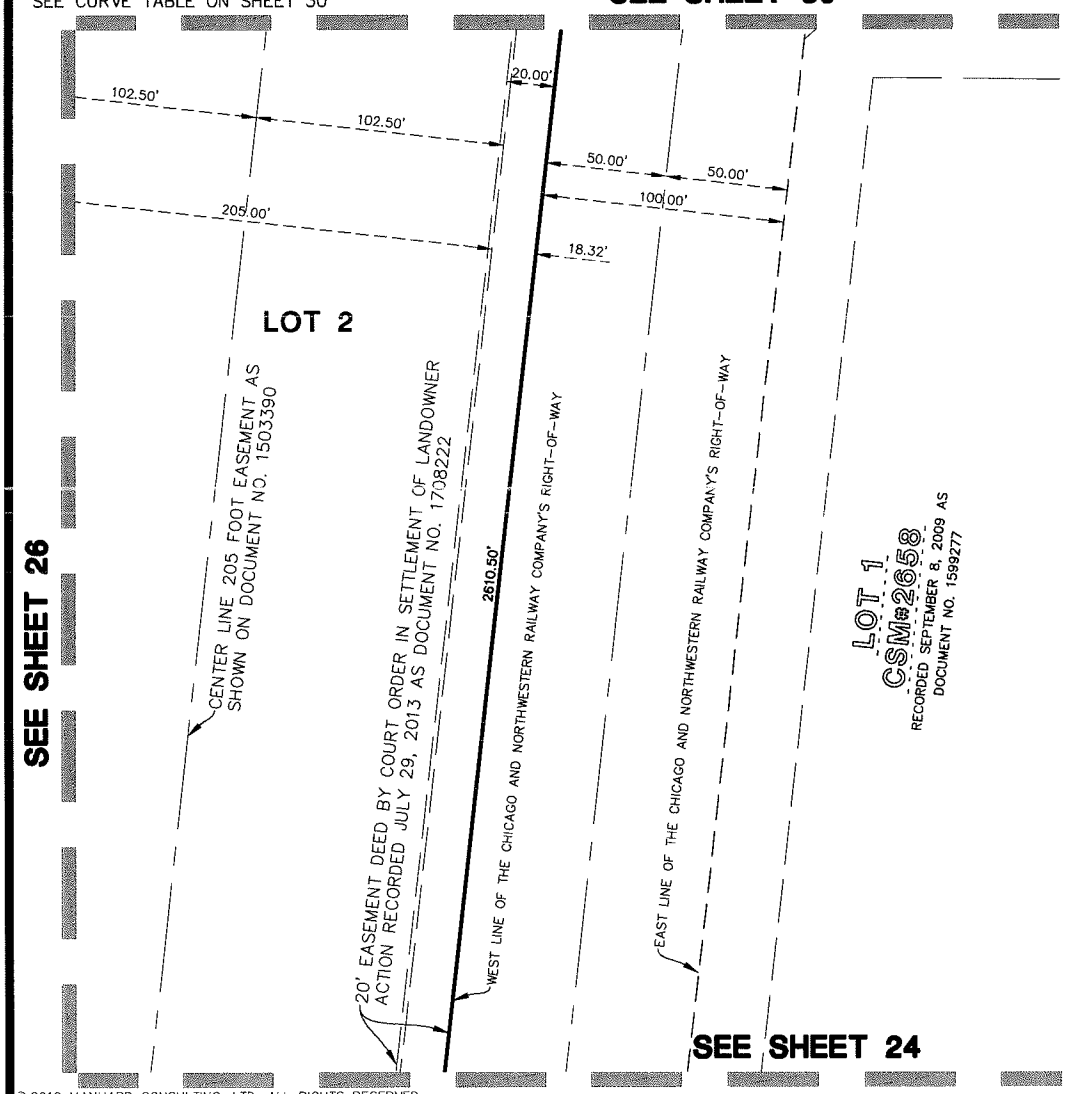


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DATE: 03/24/23
SCALE: 1"=60'

SHEET 25 OF 32
ALN.SMWI01

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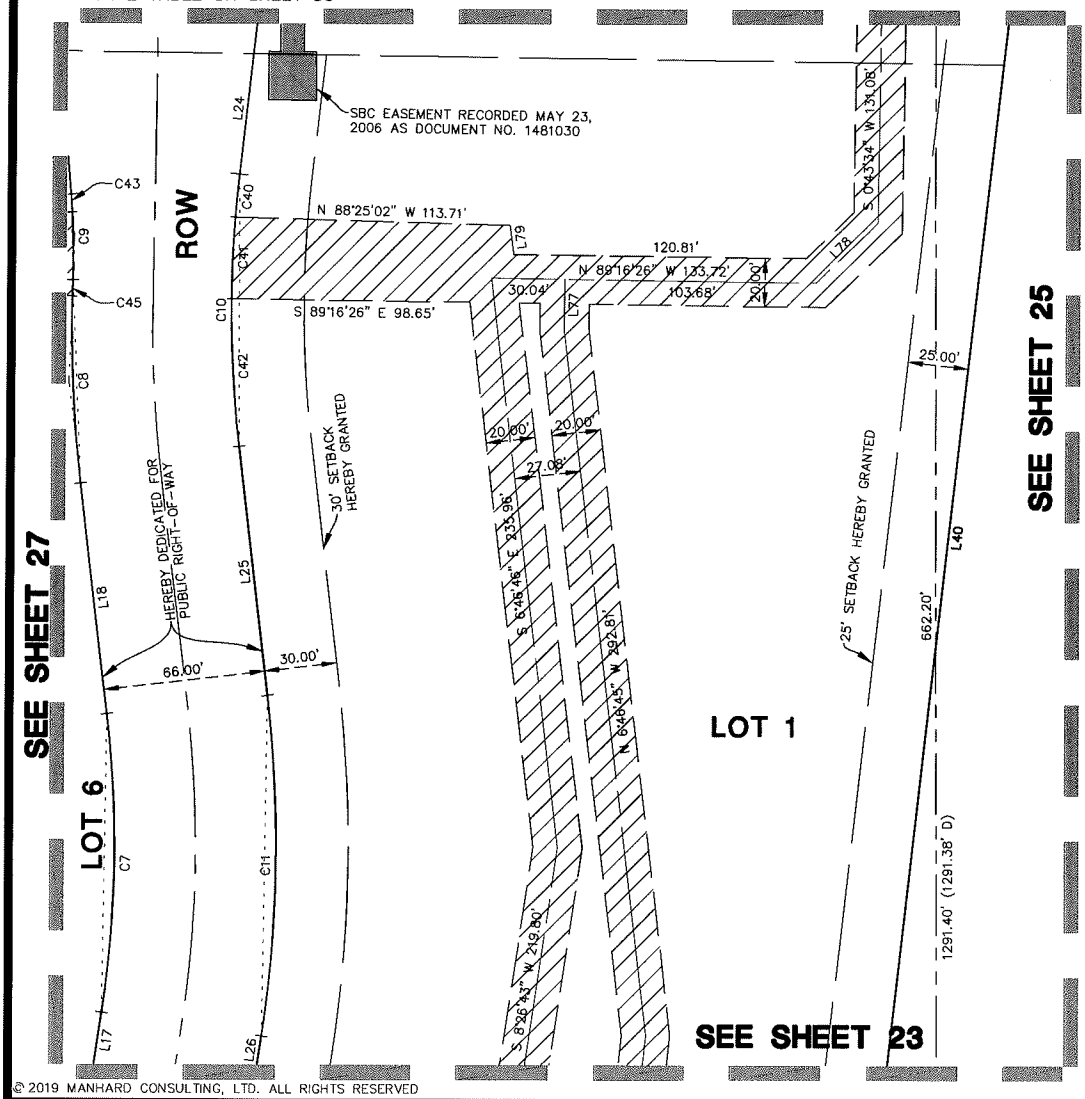


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SHEET 26 OF 32
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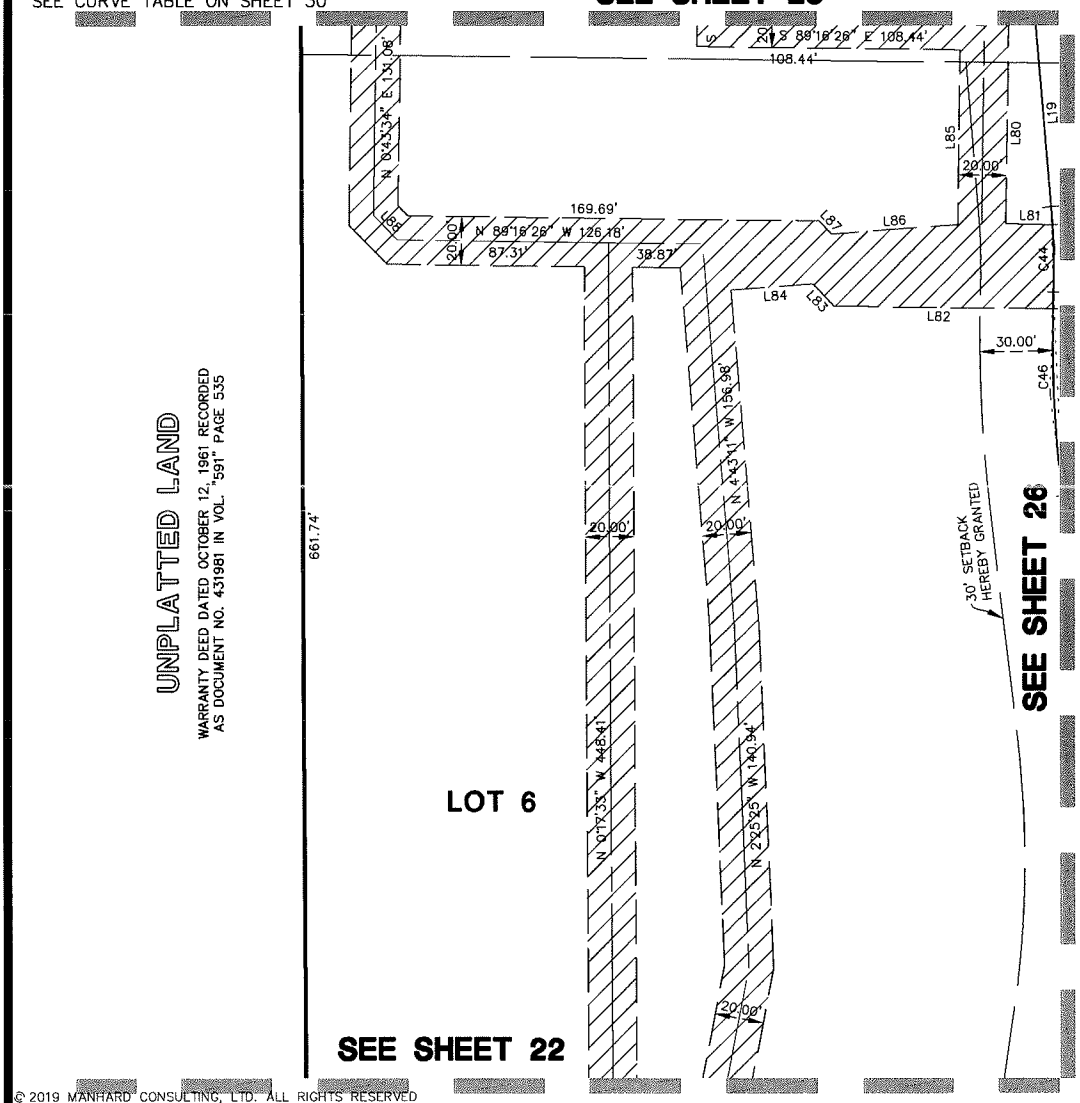


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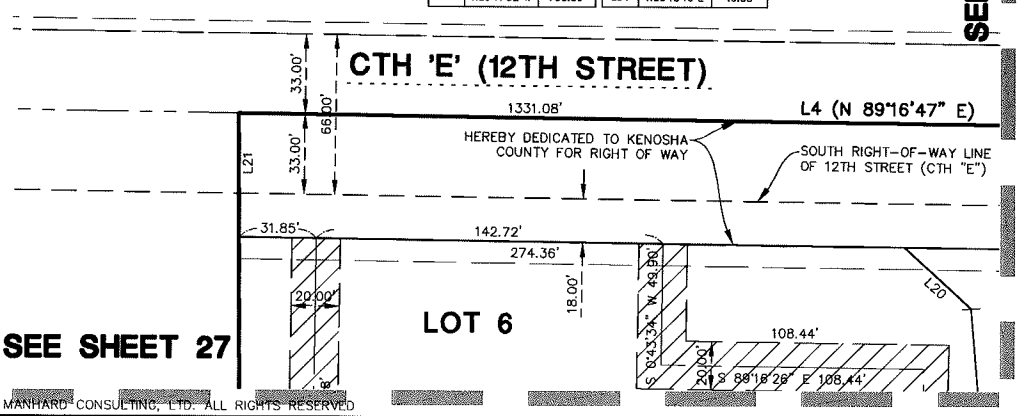
DATE: MARCH 24, 2023

SEE LINE TABLE ON SHEET 28
SEE CURVE TABLE ON SHEET 30

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | LENGTH |
| L1 | N00°20'23"W | 1322.55' |
| L2 | S89°11'32"E | 664.47' |
| L3 | N00°17'33"W | 1323.48' |
| L4 | S89°16'26"E | 665.54' |
| L5 | S00°14'12"E | 33.00' |
| L6 | S89°16'26"E | 262.37' |
| L7 | S06°29'27"W | 2628.59' |
| L8 | N89°06'36"W | 1280.78' |
| L9 | S89°39'37"W | 17.00' |
| L10 | S44°45'57"E | 35.71' |
| L11 | S89°11'32"E | 757.22' |
| L12 | N00°20'23"W | 677.49' |
| L13 | N12°20'24"E | 146.98' |
| L14 | N13°25'54"W | 96.71' |
| L15 | N01°34'06"E | 46.86' |
| L16 | N14°51'40"E | 114.68' |
| L17 | N08°26'43"E | 65.49' |
| L18 | N06°46'46"W | 95.54' |
| L19 | N04°53'04"W | 99.65' |
| L20 | N47°04'45"W | 37.04' |
| L21 | N00°17'23"W | 51.01' |
| L22 | S06°29'27"W | 18.09' |
| L23 | S48°31'53"W | 37.04' |
| L24 | S06°20'12"W | 90.29' |
| L25 | S06°46'46"E | 103.15' |
| L26 | S08°26'43"W | 65.49' |
| L27 | S14°51'40"W | 114.68' |
| L28 | S01°34'06"W | 46.86' |
| L29 | S13°25'54"E | 96.71' |
| L30 | S12°20'24"W | 146.98' |
| L31 | S00°20'23"E | 677.49' |
| L32 | N89°11'32"W | 755.89' |

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | LENGTH |
| L33 | S45°14'03"W | 35.00' |
| L34 | N00°20'23"W | 243.62' |
| L35 | S77°39'36"E | 241.96' |
| L36 | S06°27'24"W | 805.98' |
| L37 | N83°32'36"W | 45.67' |
| L38 | N06°27'24"E | 14.47' |
| L39 | S89°39'37"W | 108.58' |
| L40 | S06°27'24"W | 944.48' |
| L41 | N83°32'36"W | 75.85' |
| L42 | S86°10'07"W | 146.50' |
| L43 | S89°16'26"E | 284.76' |
| L44 | S89°16'26"E | 224.53' |
| L45 | N00°20'23"W | 449.82' |
| L46 | S89°11'32"E | 665.15' |
| L47 | S00°48'28"W | 146.25' |
| L48 | N89°11'32"W | 86.05' |
| L49 | S00°20'23"E | 104.27' |
| L50 | N89°11'32"W | 281.95' |
| L51 | S00°20'23"E | 301.57' |
| L52 | N86°26'45"W | 277.81' |
| L53 | N00°20'23"W | 162.35' |
| L54 | S06°27'24"W | 276.24' |
| L55 | N77°39'36"W | 122.31' |
| L56 | N35°39'59"W | 6.19' |
| L57 | N77°39'36"W | 71.86' |
| L58 | S34°47'39"W | 7.82' |
| L59 | S00°20'23"E | 24.09' |
| L60 | S44°45'58"E | 7.14' |
| L61 | N45°48'28"E | 7.07' |
| L62 | N45°14'03"E | 36.68' |
| L63 | S26°40'34"E | 61.65' |
| L64 | N39°18'10"E | 46.38' |

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | LENGTH |
| L65 | N12°20'24"E | 17.22' |
| L66 | N45°48'28"E | 32.45' |
| L67 | N45°20'23"W | 21.14' |
| L68 | N89°11'32"W | 79.35' |
| L69 | N44°39'37"E | 52.69' |
| L70 | N35°36'06"W | 19.33' |
| L71 | N12°20'24"E | 10.00' |
| L72 | N77°39'36"W | 19.63' |
| L73 | S51°58'38"E | 26.74' |
| L74 | N43°44'43"E | 37.18' |
| L75 | N50°52'47"E | 36.98' |
| L76 | N44°51'40"E | 41.89' |
| L77 | N00°43'34"E | 20.65' |
| L78 | S45°43'34"W | 35.36' |
| L79 | N06°46'46"W | 11.97' |
| L80 | S00°43'34"W | 91.33' |
| L81 | S88°25'02"E | 19.18' |
| L82 | S89°16'26"E | 90.44' |
| L83 | S44°16'26"E | 12.72' |
| L84 | N85°49'31"E | 33.65' |
| L85 | S00°43'34"W | 72.00' |
| L86 | S85°49'31"W | 52.24' |
| L87 | N44°16'26"W | 7.47' |
| L88 | N44°16'26"W | 14.14' |
| L89 | N44°42'26"E | 42.49' |
| L90 | N21°09'46"W | 47.99' |
| L91 | S88°50'14"W | 38.67' |
| L92 | S76°27'00"E | 14.71' |
| L93 | S13°33'00"W | 20.00' |
| L94 | N76°27'00"W | 14.29' |

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SOMERVILLE APARTMENTS
VILLAGE OF SOMERS, WISCONSIN
CERTIFIED SURVEY MAP

PROJ. MGR.: JDB
DRAWN BY: LSM
DATE: 03/24/23
SCALE: 1"=60'

SHEET 28 OF 32
ALN.SMWI01

Dwg Name: P:\Alnsmwi01\dwg\Surv\Final Drawings\Certified Survey Map\CSM_1\06-30-ALNSMWI-CSM_1.dwg Updated By: LMory
14:41

# CERTIFIED SURVEY MAP NO. _____

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15 TOWNSHIP 2 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF SOMERS, COUNTY OF KENOSHA AND STATE OF WISCONSIN.

## BASIS OF BEARINGS

BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM (KENOSHA COUNTY) NAD 83 (2011) IN WHICH THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 2 NORTH, RANGE 22 EAST, IS ASSUMED TO BEAR N 00°20'23" W

GRAPHIC SCALE

60 0 30 60 120

( IN FEET )
1 inch = 60 ft.

N

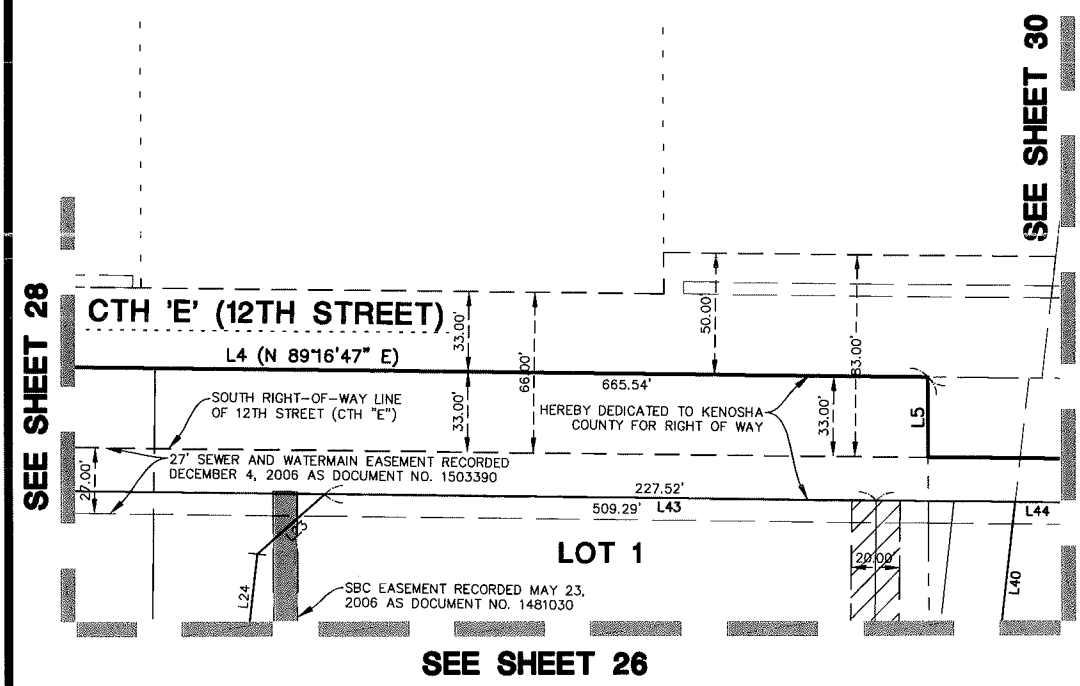
## LEGEND:

- = EX./PROP. PROPERTY LINE
- = EX. SECTION LINE
- = EX. RIGHT OF WAY LINE
- = EX. LOT LINE LINE
- = EX. EASEMENT LINE
- = PROPOSED LOT LINE
- = PROP. EASEMENT LINE
- = EX./PROP. CENTERLINE
- = UTILITY EASEMENT HEREBY GRANTED

WISCONSIN
JAMES D. BAKER
S-2704
LINCOLNSHIRE, ILLINOIS
LAND SURVEYOR

PREPARED BY: _____
JAMES D. BAKER,
P.L.S. NO. 2704 EXPIRES: 01/31/24
DATE: MARCH 24, 2023

SEE LINE TABLE ON SHEET 28
SEE CURVE TABLE ON SHEET 30

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Construction Managers · Environmental Scientists · Landscape Architects · Planners

SOMERVILLE APARTMENTS
VILLAGE OF SOMERS, WISCONSIN
CERTIFIED SURVEY MAP

PROJ. MGR.: JDB
DRAWN BY: LSM
DATE: 03/24/23
SCALE: 1"=60'

SHEET 29 OF 32
ALN.SMWI01

14:41 Dwg Name: P:\Alnsmwi01\dwg\Surv\Final Drawings\Certified Survey Map\CSM_1\06-30-ALNSMWI-CSM_1.dwg Updated By: LMoryl

# CERTIFIED SURVEY MAP NO. _____

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15 TOWNSHIP 2 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF SOMERS, COUNTY OF KENOSHA AND STATE OF WISCONSIN.

## BASIS OF BEARINGS

BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM (KENOSHA COUNTY) NAD 83 (2011)
IN WHICH THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 2 NORTH, RANGE 22 EAST, IS ASSUMED TO BEAR N 00°20'23" W

GRAPHIC SCALE

60 0 30 60 120

( IN FEET )
1 inch = 60 ft.

N

## LEGEND:

- = EX./PROP. PROPERTY LINE
- = EX. SECTION LINE
- = EX. RIGHT OF WAY LINE
- = EX. LOT LINE LINE
- = EX. EASEMENT LINE
- = PROPOSED LOT LINE
- = PROP. EASEMENT LINE
- = EX./PROP. CENTERLINE

SEE LINE TABLE ON SHEET 28
SEE CURVE TABLE ON SHEET 30

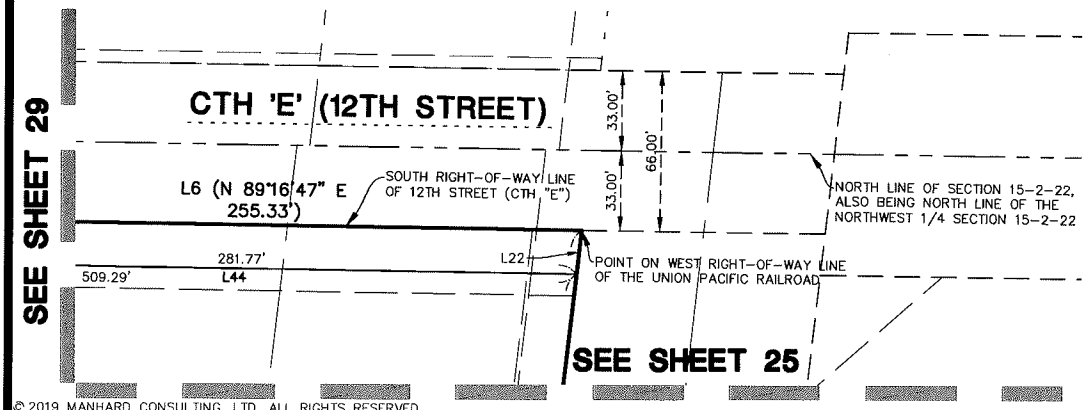
WISCONSIN
JAMES D. BAKER
S-2704
LINCOLNSHIRE, ILLINOIS
LAND SURVEYOR

PREPARED BY: _____
JAMES D. BAKER,
P.L.S. NO. 2704 EXPIRES: 01/31/24
DATE: MARCH 24, 2023

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| CURVE | RADIUS | LENGTH | CHORD BEARING | CHORD | CENTRAL ANGLE |
| C1 | 47.00' | 74.77' | N45°14'03"E | 67.13' | 091°08'52" |
| C2 | 1053.00' | 233.03' | N06°00'00"E | 232.56' | 012°40'47" |
| C3 | 102.00' | 45.88' | N00°32'45"W | 45.49' | 025°46'18" |
| C4 | 498.00' | 130.38' | N05°55'54"W | 130.00' | 015°00'00" |
| C5 | 536.00' | 124.35' | N08°12'53"E | 124.08' | 013°17'34" |
| C6 | 1002.00' | 112.21' | N11°39'11"E | 112.15' | 006°24'58" |
| C7 | 464.00' | 123.29' | N00°49'58"E | 122.93' | 015°13'28" |
| C8 | 557.00' | 83.96' | N02°27'40"W | 83.88' | 008°38'11" |
| C9 | 300.00' | 35.30' | N01°30'49"W | 35.28' | 006°44'29" |
| C10 | 491.00' | 112.40' | S00°13'17"E | 112.15' | 013°08'58" |
| C11 | 530.00' | 140.83' | S00°49'58"W | 140.42' | 015°13'28" |
| C12 | 1068.00' | 119.60' | S11°39'11"W | 119.53' | 006°24'58" |
| C13 | 470.00' | 109.04' | S08°12'53"W | 108.80' | 013°17'34" |
| C14 | 432.00' | 113.10' | S05°55'54"E | 112.77' | 015°00'00" |
| C15 | 168.00' | 75.57' | S00°32'45"E | 74.93' | 025°46'18" |
| C16 | 987.00' | 218.43' | S06°00'00"W | 217.98' | 012°40'47" |
| C17 | 113.00' | 179.76' | S45°14'03"W | 161.40' | 091°08'52" |
| C18 | 113.00' | 25.01' | N06°00'07"E | 24.96' | 012°41'00" |
| C19 | 113.00' | 154.75' | N51°34'33"E | 142.94' | 078°27'51" |
| C20 | 987.00' | 131.74' | N03°29'02"E | 131.64' | 007°38'51" |
| C21 | 987.00' | 86.69' | N09°49'26"E | 86.66' | 005°01'56" |
| C22 | 12.00' | 16.25' | S57°40'10"W | 15.03' | 077°34'28" |
| C23 | 54.00' | 63.42' | S52°31'32"W | 59.83' | 067°17'11" |

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| CURVE | RADIUS | LENGTH | CHORD BEARING | CHORD | CENTRAL ANGLE |
| C24 | 432.00' | 41.57' | N10°40'29"W | 41.56' | 005°30'50" |
| C25 | 432.00' | 71.52' | S03°10'29"E | 71.44' | 009°29'10" |
| C26 | 35.00' | 25.65' | N56°39'48"W | 25.08' | 041°59'37" |
| C27 | 3.00' | 2.20' | N56°39'48"W | 2.15' | 041°59'37" |
| C28 | 168.00' | 32.75' | N07°50'51"W | 32.69' | 011°10'05" |
| C29 | 168.00' | 42.82' | N05°02'18"E | 42.70' | 014°36'13" |
| C30 | 47.00' | 45.07' | N63°20'21"E | 43.36' | 054°56'15" |
| C31 | 47.00' | 43.54' | N26°11'53"E | 42.00' | 053°04'32" |
| C32 | 113.00' | 25.01' | S06°00'07"W | 24.96' | 012°41'00" |
| C33 | 113.00' | 20.53' | N12°23'49"E | 20.50' | 010°24'40" |
| C34 | 987.00' | 134.34' | N03°33'34"E | 134.23' | 007°47'54" |
| C35 | 987.00' | 46.15' | N08°07'17"E | 46.14' | 002°40'44" |
| C36 | 987.00' | 49.60' | N10°54'01"E | 49.59' | 002°52'45" |
| C37 | 1053.00' | 83.38' | N10°04'17"E | 83.36' | 004°32'13" |
| C38 | 1067.00' | 52.54' | N10°55'45"E | 52.54' | 002°49'17" |
| C39 | 432.00' | 26.14' | N06°11'03"W | 26.14' | 003°28'01" |
| C40 | 491.00' | 17.83' | S05°17'47"W | 17.83' | 002°04'50" |
| C41 | 491.00' | 33.59' | S02°17'47"W | 33.58' | 003°55'10" |
| C42 | 491.00' | 60.98' | S03°13'17"E | 60.94' | 007°06'58" |
| C43 | 300.00' | 7.50' | S04°10'07"E | 7.49' | 001°25'53" |
| C44 | 300.00' | 27.80' | S00°47'53"E | 27.79' | 005°18'36" |
| C45 | 557.00' | 6.78' | S01°30'29"W | 6.78' | 000°41'52" |
| C46 | 557.00' | 77.18' | N02°48'36"W | 77.11' | 007°56'19" |

| CURVE TABLE | | | | | | | |
|---|---|---|---|---|---|---|---|
| CURVE | RADIUS | LENGTH | CHORD BEARING | CHORD | CENTRAL ANGLE | TANGENT BEARING START | TANGENT BEARING END |
| C8 | 557.00' | 83.96' | N02°27'40"W | 83.88' | 008°38'11" | N6°46'46"W | N1°51'25"E |
| C9 | 300.00' | 35.30' | N01°30'49"W | 35.28' | 006°44'29" | N1°51'25"E | N4°53'04"W |

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SOMERVILLE APARTMENTS
VILLAGE OF SOMERS, WISCONSIN
CERTIFIED SURVEY MAP

PROJ. MGR.: JDB
DRAWN BY: LSM
DATE: 03/24/23
SCALE: 1"=60'

SHEET 30 OF 32
ALN.SMWI01

Dwg Name: P:\Alnsmwi01\dwg\Surv\Final Drawings\Certified Survey Map\CSM_1\06-30-ALNSMWI-CSM_1.dwg Updated By: LMory
14:41

# CERTIFIED SURVEY MAP NO. _____

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15 TOWNSHIP 2 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF SOMERS, COUNTY OF KENOSHA AND STATE OF WISCONSIN.

## OWNER'S CERTIFICATE

AS OWNER(S), I (WE) HEREBY CERTIFY THAT I (WE) CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED AND MAPPED AS REPRESENTED ON THE PLAT. I (WE) ALSO CERTIFY THAT THIS PLAT IS REQUIRED BY S.236.10 OR S.236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION: VILLAGE OF SOMERS. WITNESS THE HAND AND SEAL OF SAID OWNER(S)

THIS _____ DAY OF _____, 2023.

ON THIS _____ DAY OF _____, 2023.

BY: _____

TITLE: _____ PREPARED BY: _____

JAMES D. BAKER,
P.L.S. NO. 2704 EXPIRES: 01/31/24
DATE: MARCH 24, 2023

WISCONSIN
JAMES D. BAKER
S-2704
LINCOLNSHIRE, ILLINOIS
LAND SURVEYOR

## NOTARY'S CERTIFICATE

STATE OF _____ )
) S.S.
COUNTY OF _____ )

I, _____, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE

AFORESAID, DO HEREBY CERTIFY THAT _____ AND

_____ OF SAID CORPORATION, PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THIS INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND THE FREE AND VOLUNTARY ACT OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTORIAL SEAL, THIS _____ DAY OF _____, 2023.

_____
NOTARY PUBLIC

## VILLAGE OF SOMERS BOARD APPROVAL

THIS CERTIFIED SURVEY MAP IS HEREBY APPROVED BY THE VILLAGE BOARD OF THE VILLAGE OF SOMERS AND DEDICATION ACCEPTED ON THIS _____ DAY OF _____, 2023.

_____ _____
GEORGE STONER, VILLAGE PRESIDENT

_____
MARY COLE, VILLAGE CLERK

## VILLAGE OF SOMERS PLAN COMMISSION APPROVAL

THIS CERTIFIED SURVEY MAP IS HEREBY APPROVED BY THE VILLAGE PLAN COMMISSION OF THE VILLAGE OF SOMERS AND ADOPTED ON THIS _____ DAY OF _____, 2023.

_____ _____
GEORGE STONER, VILLAGE PRESIDENT

_____
MARY COLE, VILLAGE CLERK

## VILLAGE TREASURER CERTIFICATE

STATE OF WISCONSIN )
KENOSHA COUNTY )SS

I, _____, BEING THE DULY ELECTED (APPOINTED), QUALIFIED AND ACTING TREASURER OF THE VILLAGE OF SOMERS, DO HEREBY CERTIFY THAT THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS AS OF _____, 2023 AFFECTING THE LANDS INCLUDED IN THIS PLAT.

_____ _____
(DATE) TREASURER

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Construction Managers · Environmental Scientists · Landscape Architects · Planners

SOMERVILLE APARTMENTS
VILLAGE OF SOMERS, WISCONSIN
CERTIFIED SURVEY MAP

PROJ. MGR.: JDB
DRAWN BY: LSM
DATE: 03/24/23
SCALE: N.T.S.

SHEET 31 OF 32
ALN.SMWI01

Dwg Name: P:\Alnsmwi01\dwg\Surv\Final Drawings\Certified Survey Map\CSM_1\31-32-ALNSMWI-CSM_1.dwg Updated By: LMory 14:41

# CERTIFIED SURVEY MAP NO. _____

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15 TOWNSHIP 2 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF SOMERS, COUNTY OF KENOSHA AND STATE OF WISCONSIN.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS )
) S.S.
COUNTY OF LAKE)

I, JAMES D. BAKER, A WISCONSIN PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY:

THAT I HAVE SURVEYED AND CONSOLIDATED A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15 TOWNSHIP 2 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF SOMERS, COUNTY OF KENOSHA AND STATE OF WISCONSIN, DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, OF SECTION 15 TOWNSHIP 2 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF SOMERS, COUNTY OF KENOSHA AND STATE OF WISCONSIN., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 15; THENCE NORTH 00 DEGREES 20 MINUTES 23 SECONDS WEST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 15, A DISTANCE OF 1322.55 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 15; THENCE SOUTH 89 DEGREES 11 MINUTES 32 SECONDS EAST, ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 664.47 FEET TO A POINT ON THE EAST LINE OF WEST 1/2 OF WEST 1/2 OF NORTHWEST 1/4 OF SAID SECTION 15; THENCE NORTH 00 DEGREES 17 MINUTES 33 SECONDS WEST, ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 1323.48 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 15; THENCE SOUTH 89 DEGREES 16 MINUTES 26 SECONDS EAST, ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 665.54 FEET; THENCE SOUTH 00 DEGREES 14 MINUTES 12 SECONDS EAST, A DISTANCE OF 33.00 FEET TO A POINT ON A LINE 33.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 15; THENCE SOUTH 89 DEGREES 16 MINUTES 26 SECONDS EAST, ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 262.37 FEET TO A POINT ON THE WEST LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY'S RIGHT-OF-WAY; THENCE SOUTH 06 DEGREES 29 MINUTES 27 SECONDS WEST, ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 2628.59 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE NORTH 89 DEGREES 06 MINUTES 36 SECONDS WEST, ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 1280.78 FEET TO THE POINT OF BEGINNING.

THAT I HAVE MADE THIS SURVEY, LAND DIVISION AND MAP BY THE DIRECTION OF CARDINAL CAPITAL MANAGEMENT.

SUBJECT TO EASEMENTS, RESTRICTIONS AND ROADWAYS OF RECORD, SAID PARCEL CONTAINING 67.039 ACRES.

THAT SUCH MAP IS A CORRECT REPRESENTATION OF 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 CODE OF GENERAL ORDINANCES FOR THE VILLAGE OF SOMERS, DIVIDING AND MAPPING THE SAME.

DATED THIS 24TH DAY OF MARCH, 2023

WISCONSIN
JAMES D.
BAKER
S-2704
LINCOLNSHIRE,
ILLINOIS
LAND SURVEYOR

_____
SURVEYOR: JAMES D. BAKER
WISCONSIN PROFESSIONAL LAND SURVEYOR NO. 2704-8

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SOMERVILLE APARTMENTS
VILLAGE OF SOMERS, WISCONSIN
CERTIFIED SURVEY MAP

PROJ. MGR.: JDB
DRAWN BY: LSM
DATE: 03/24/23
SCALE: N.T.S.

SHEET 32 OF 32
ALN.SMWI01

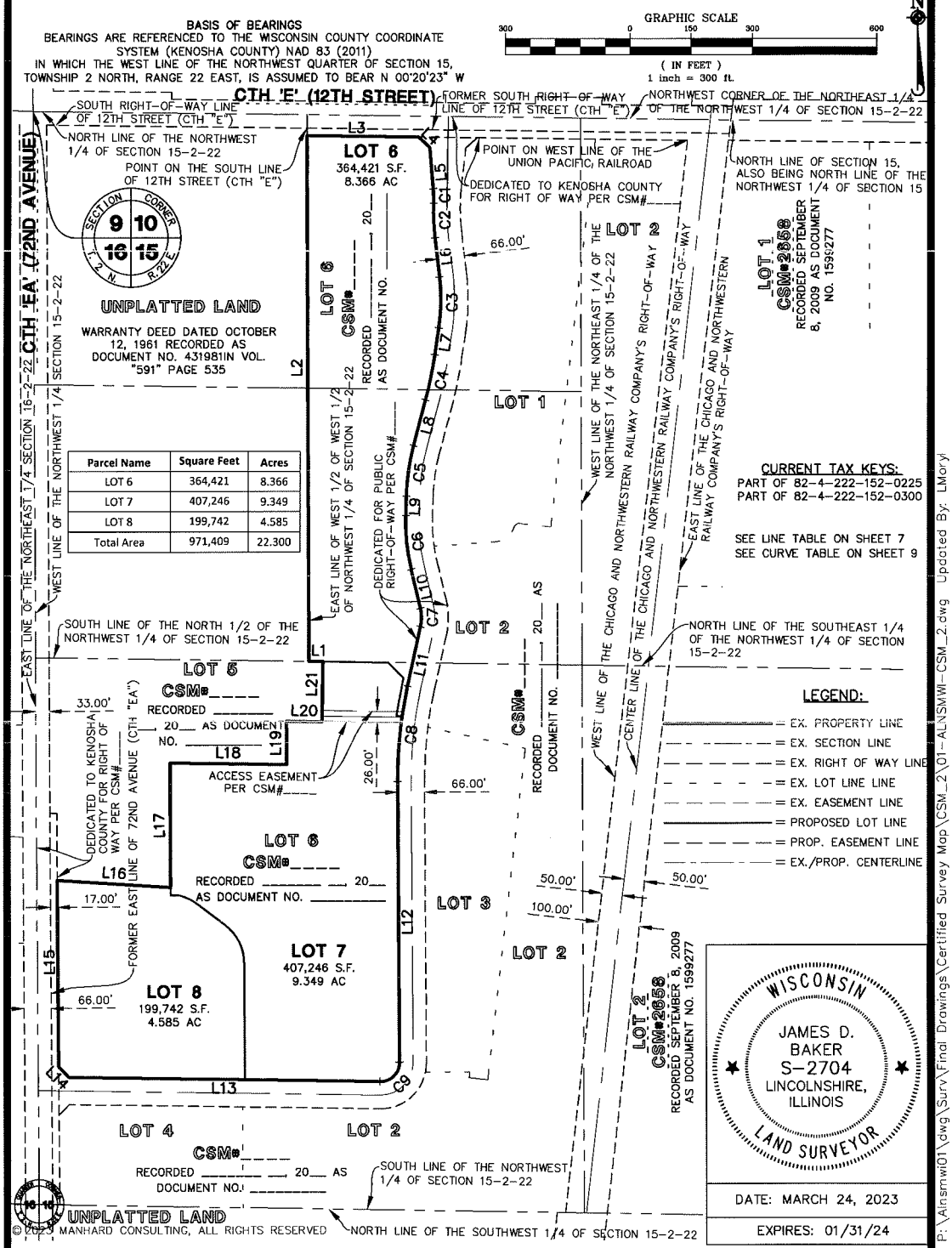
Dwg Name: P:\Alnsmwi01\dwg\Surv\Final Drawings\Certified Survey Map\CSM_1\31-32-ALNSMWI-CSM_1.dwg Updated By: LMoryl 14:41

# CERTIFIED SURVEY MAP NO. _____

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15 TOWNSHIP 2 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF SOMERS, COUNTY OF KENOSHA AND STATE OF WISCONSIN.

**BASIS OF BEARINGS**
BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM (KENOSHA COUNTY) NAD 83 (2011) IN WHICH THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 2 NORTH, RANGE 22 EAST, IS ASSUMED TO BEAR N 00°20'23" W

GRAPHIC SCALE
300 0 150 300 600
( IN FEET )
1 inch = 300 ft.




| Parcel Name | Square Feet | Acres |
|---|---|---|
| LOT 6 | 364,421 | 8.366 |
| LOT 7 | 407,246 | 9.349 |
| LOT 8 | 199,742 | 4.585 |
| Total Area | 971,409 | 22.300 |

**LEGEND:**

- = EX. PROPERTY LINE
- = EX. SECTION LINE
- = EX. RIGHT OF WAY LINE
- = EX. LOT LINE LINE
- = EX. EASEMENT LINE
- = PROPOSED LOT LINE
- = PROP. EASEMENT LINE
- = EX./PROP. CENTERLINE

WISCONSIN
JAMES D. BAKER
S-2704
LINCOLNSHIRE, ILLINOIS
LAND SURVEYOR

DATE: MARCH 24, 2023
EXPIRES: 01/31/24

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**SOMERVILLE APARTMENTS**
**VILLAGE OF SOMERS, WISCONSIN**
**CERTIFIED SURVEY MAP**

PROJ. MGR.: JDB
DRAWN BY: LSM
DATE: 03/24/23
SCALE: 1"=300'

SHEET 1 OF 11
ALN.SMWI01

15:44 Dwg Name: P:\Alnsmwi01\dwg\Surv\Final Drawings\Certified Survey Map\CSM_2\01-ALNSMWI-CSM_2.dwg Updated By: LMory1

# CERTIFIED SURVEY MAP NO. _____

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15 TOWNSHIP 2 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF SOMERS, COUNTY OF KENOSHA AND STATE OF WISCONSIN.

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GRAPHIC SCALE

200 0 100 200 400

( IN FEET )
1 inch = 200 ft.

**LEGEND:**

- = EX./PROP. PROPERTY LINE
- = EX. SECTION LINE
- = EX. RIGHT OF WAY LINE
- = EX. LOT LINE LINE
- = EX. EASEMENT LINE
- = PROPOSED LOT LINE
- = PROP. EASEMENT LINE
- = EX./PROP. CENTERLINE

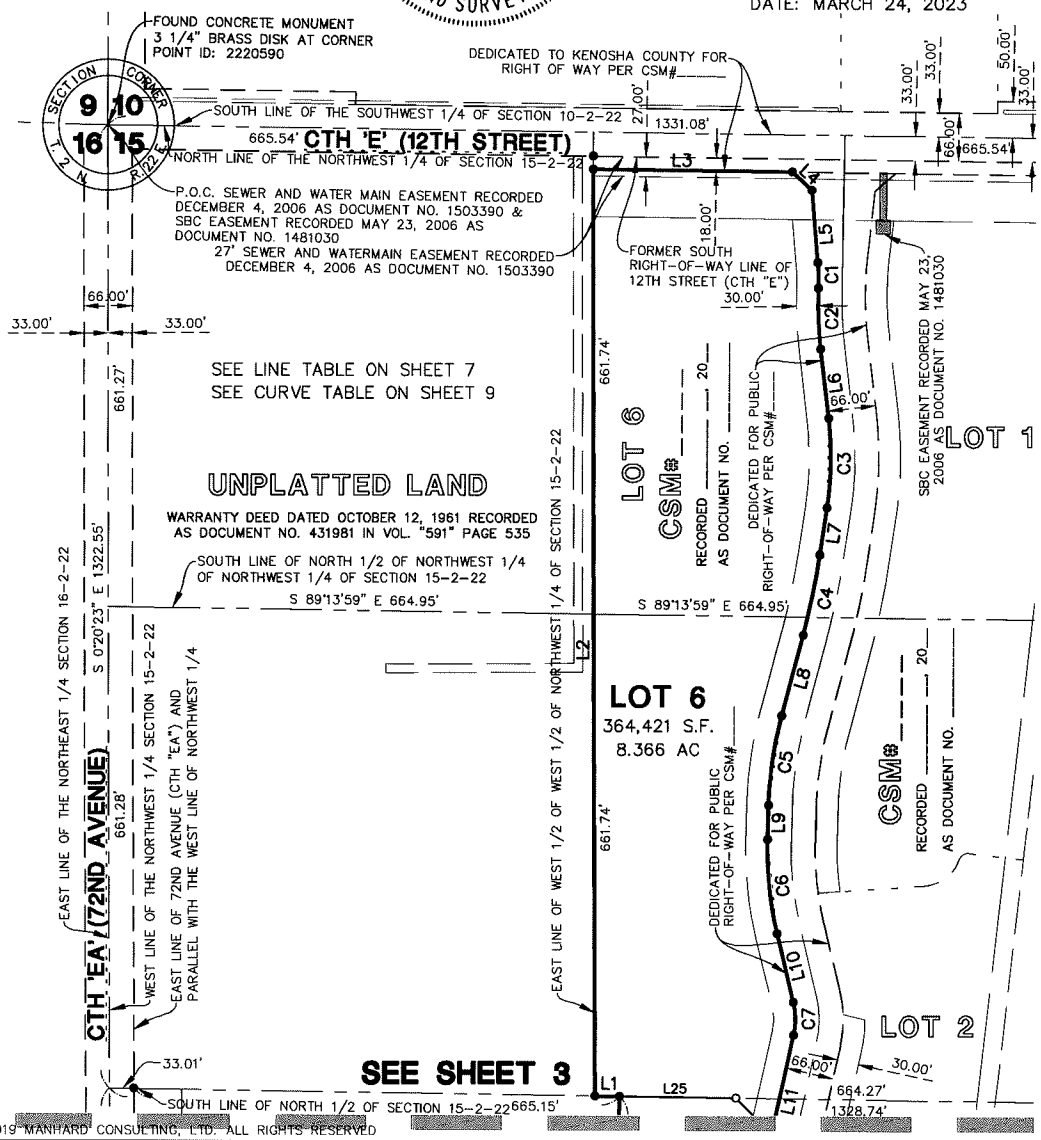
WISCONSIN
JAMES D. BAKER
S-2704
LINCOLNSHIRE, ILLINOIS
LAND SURVEYOR

**LEGEND**

- ● 1" O.D. IRON PIPE FOUND
- ○ 1" O.D. 18" LONG WEIGHT 1.30 LBS/FT. SET

N

PREPARED BY: _____
JAMES D. BAKER,
P.L.S. NO. 2704 EXPIRES: 01/31/24
DATE: MARCH 24, 2023

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SOMERVILLE APARTMENTS
VILLAGE OF SOMERS, WISCONSIN
CERTIFIED SURVEY MAP

| | |
|---|---|
| PROJ. MGR.: | JDB |
| DRAWN BY: | LSM |
| DATE: | 03/24/23 |
| SCALE: | 1"=200' |

SHEET 2 OF 11
ALN.SMWI01

Dwg Name: P:\Alnsmwi01\dwg\Surv\Final Drawings\Certified Survey Map\CSM_2\02-03-ALNSMWI-CSM_2.dwg Updated By: LMoryl
15:44

# CERTIFIED SURVEY MAP NO. _____

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15 TOWNSHIP 2 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF SOMERS, COUNTY OF KENOSHA AND STATE OF WISCONSIN.

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GRAPHIC SCALE

200 0 100 200 400

( IN FEET )
1 inch = 200 ft.

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- = EX. SECTION LINE
- = EX. RIGHT OF WAY LINE
- = EX. LOT LINE LINE
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- = PROPOSED LOT LINE
- = PROP. EASEMENT LINE
- = EX./PROP. CENTERLINE

**LEGEND**

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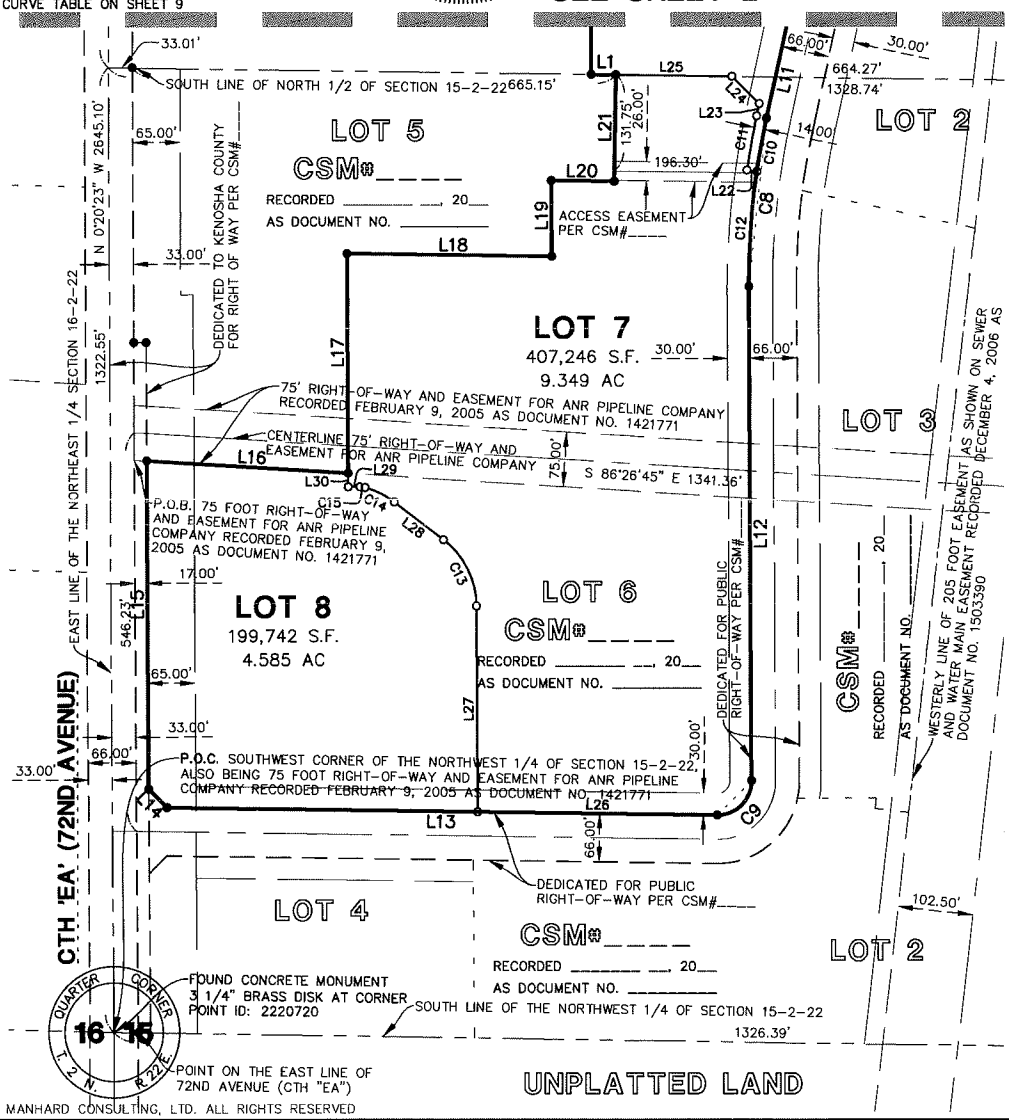
- ○ 1" O.D. 18" LONG WEIGHT 1.30 LBS/FT. SET

WISCONSIN
JAMES D. BAKER
S-2704
LINCOLNSHIRE, ILLINOIS
LAND SURVEYOR

PREPARED BY: _____
JAMES D. BAKER,
P.L.S. NO. 2704 EXPIRES: 01/31/24
DATE: MARCH 24, 2023

SEE LINE TABLE ON SHEET 7
SEE CURVE TABLE ON SHEET 9

**SEE SHEET 2**

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SOMERVILLE APARTMENTS
VILLAGE OF SOMERS, WISCONSIN
CERTIFIED SURVEY MAP

| | |
|---|---|
| PROJ. MGR.: | JDB |
| DRAWN BY: | LSM |
| DATE: | 03/24/23 |
| SCALE: | 1"=200' |

SHEET 3 OF 11
ALN.SMWI01

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15:44

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GRAPHIC SCALE

100 0 50 100 200

( IN FEET )
1 inch = 100 ft.

**LEGEND:**

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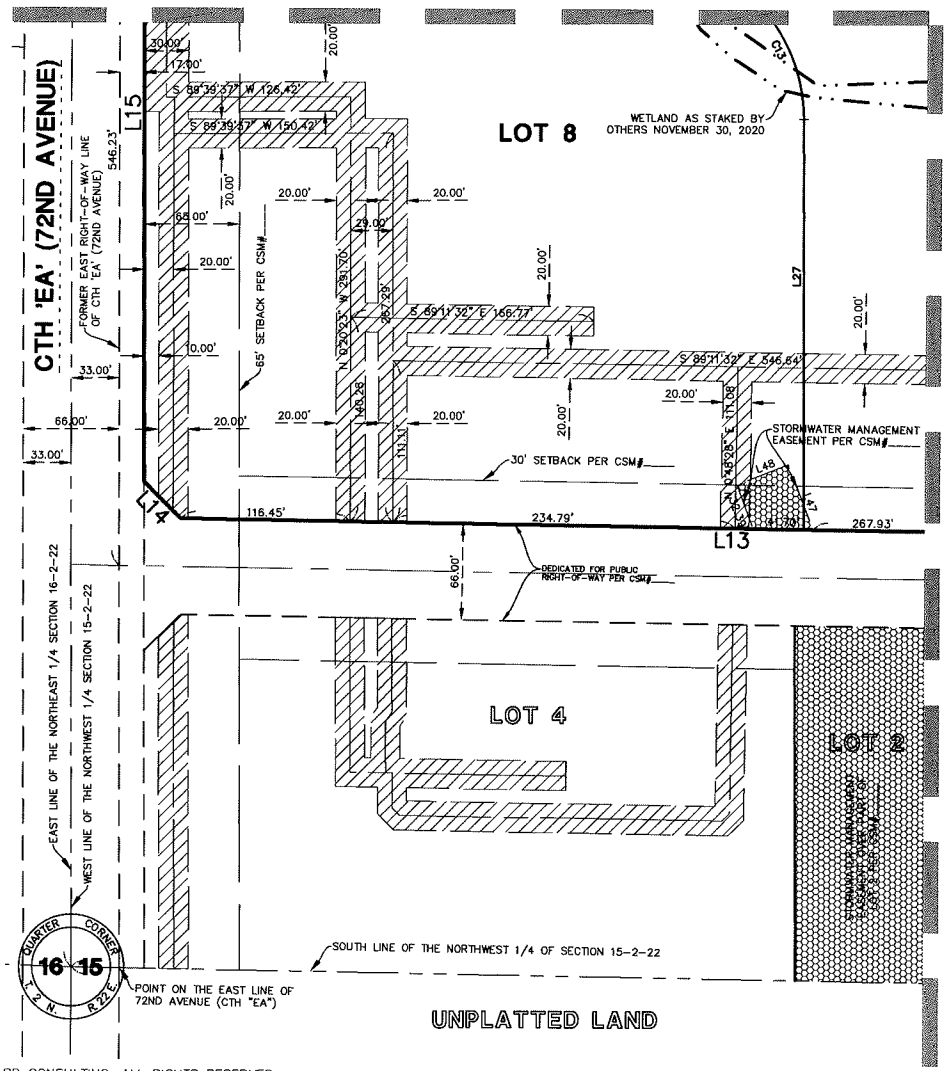
- = PROP. EASEMENT LINE
- = EX./PROP. CENTERLINE
- = UTILITY EASEMENT PER CSM#_____
- = STORMWATER MANAGEMENT EASEMENT PER CSM#_____

WISCONSIN
JAMES D. BAKER
S-2704
LINCOLNSHIRE, ILLINOIS
LAND SURVEYOR

PREPARED BY: _____
JAMES D. BAKER,
P.L.S. NO. 2704 EXPIRES: 01/31/24
DATE: MARCH 24, 2023

SEE LINE TABLE ON SHEET 7
SEE CURVE TABLE ON SHEET 9

SEE SHEET 5




SEE SHEET 6

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SOMERVILLE APARTMENTS
VILLAGE OF SOMERS, WISCONSIN
CERTIFIED SURVEY MAP

PROJ. MGR.: JDB
DRAWN BY: LSM
DATE: 03/24/23
SCALE: 1"=100'

SHEET 4 OF 11
ALN.SMWI01

16:09 Dwg Name: P:\Alnsmwi01\dwg\Surv\Final Drawings\Certified Survey Map\CSM_2\04-09-ALNSMWI-CSM_2.dwg Updated By: LMoryl

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GRAPHIC SCALE

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( IN FEET )
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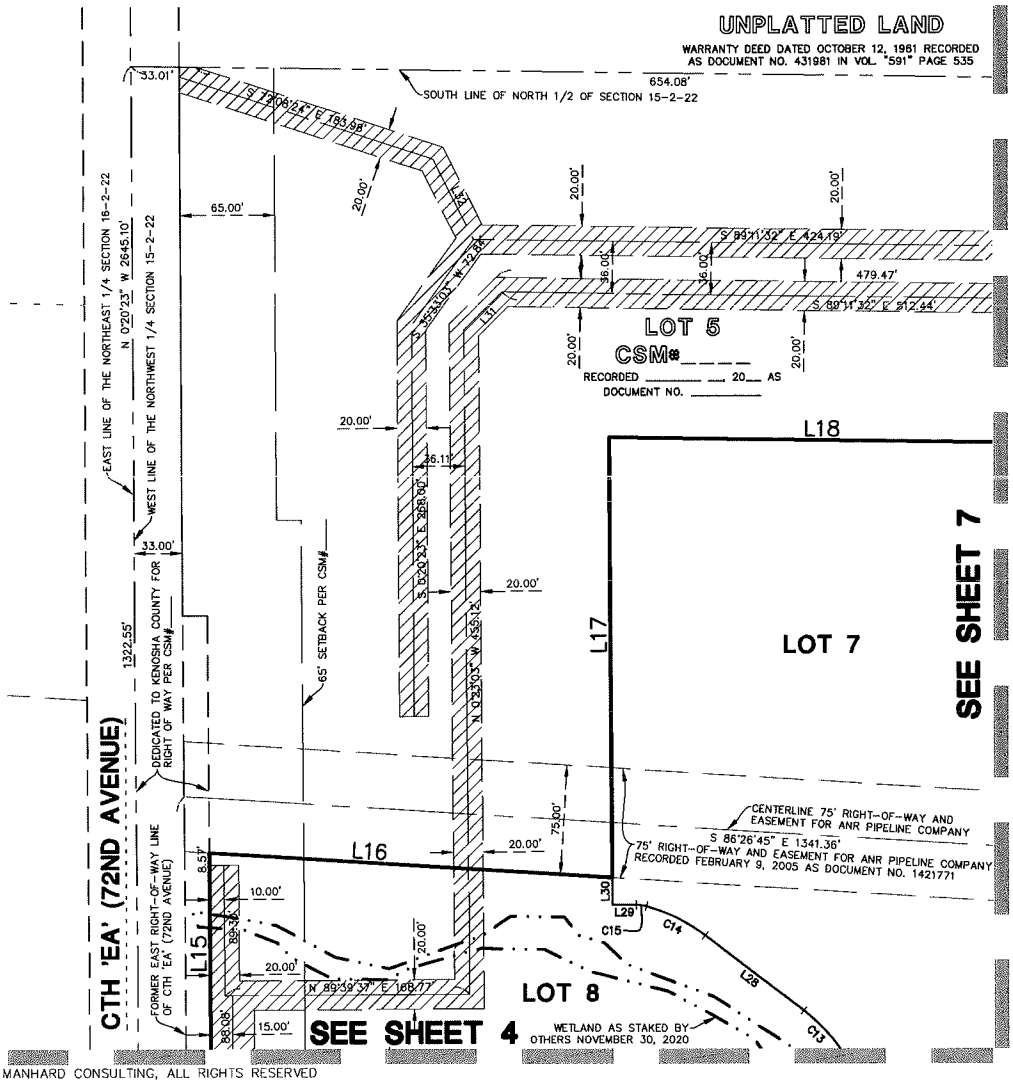
- = EX./PROP. CENTERLINE

= UTILITY EASEMENT PER CSM#_____

WISCONSIN
JAMES D. BAKER
S-2704
LINCOLNSHIRE, ILLINOIS
LAND SURVEYOR

PREPARED BY: _____
JAMES D. BAKER,
P.L.S. NO. 2704 EXPIRES: 01/31/24
DATE: MARCH 24, 2023

SEE LINE TABLE ON SHEET 7
SEE CURVE TABLE ON SHEET 9

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SOMERVILLE APARTMENTS
VILLAGE OF SOMERS, WISCONSIN
CERTIFIED SURVEY MAP

| | |
|---|---|
| PROJ. MGR.: JDB | SHEET 5 OF 11 |
| DRAWN BY: LSM | |
| DATE: 03/24/23 | |
| SCALE: 1"=100' | ALN.SMWI01 |

16:09 Dwg Name: P:\Alnsmwi01\dwg\Surv\Final Drawings\Certified Survey Map\CSM_2\04-09-ALNSMWI-CSM_2.dwg Updated By: LMoryl

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N

## LEGEND:

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- = EX./PROP. CENTERLINE

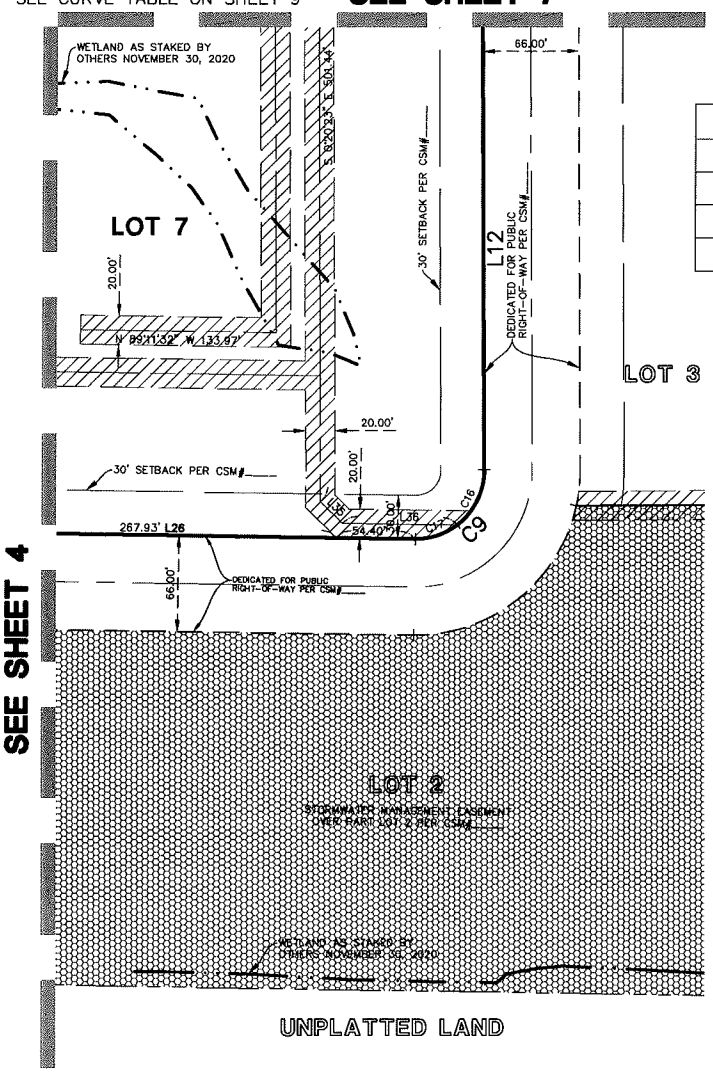
WISCONSIN
JAMES D. BAKER
S-2704
LINCOLNSHIRE, ILLINOIS
LAND SURVEYOR

## SURVEYOR'S NOTES

1. ANY LAND BELOW THE ORDINARY HIGH WATER MARK OF A LAKE OR NAVIGABLE STREAM IS SUBJECT TO THE PUBLIC TRUST IN NAVIGABLE WATERS THAT IS ESTABLISHED UNDER ARTICLE IX, SECTION 1, OF THE STATE CONSTITUTION.
2. THERE IS NO ORDINARY HIGH WATER MARK ON SURVEYED PROPERTY.
3. APPROXIMATE SEASONAL HIGH WATER ELEVATION HAS NOT BEEN DETERMINED AND SHOWN AND REFERENCED TO A PERMANENTLY ESTABLISHED DATUM PLANE.
4. WETLANDS HAVE BEEN SHOWN HEREON BASED ON STAKED FLAGS BY WETLAND & WATERWAY CONSULTING, LLC ON NOVEMBER 30, 2020 AND FIELD LOCATED ON DECEMBER 9, 2020.

SEE LINE TABLE ON SHEET 7
SEE CURVE TABLE ON SHEET 9

PREPARED BY: _____
JAMES D. BAKER,
P.L.S. NO. 2704 EXPIRES: 01/31/24
DATE: MARCH 24, 2023




| Parcel Name | Square Feet | Acres |
|---|---|---|
| LOT 6 | 364,421 | 8.366 |
| LOT 7 | 407,246 | 9.349 |
| LOT 8 | 199,742 | 4.585 |
| Total Area | 971,409 | 22.300 |

= UTILITY EASEMENT PER CSM#____

= STORMWATER MANAGEMENT EASEMENT PER CSM#____

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SOMERVILLE APARTMENTS
VILLAGE OF SOMERS, WISCONSIN
CERTIFIED SURVEY MAP

PROJ. MGR.: JDB
DRAWN BY: LSM
DATE: 03/24/23
SCALE: 1"=100'

SHEET 6 OF 11
ALN.SMWI01

Dwg Name: P:\Alnsmwi01\dwg\Surv\Final Drawings\Certified Survey Map\CSM_2\04-09-ALNSMWI-CSM_2.dwg Updated By: LMoryl 16:09

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100 0 50 100 200

( IN FEET )
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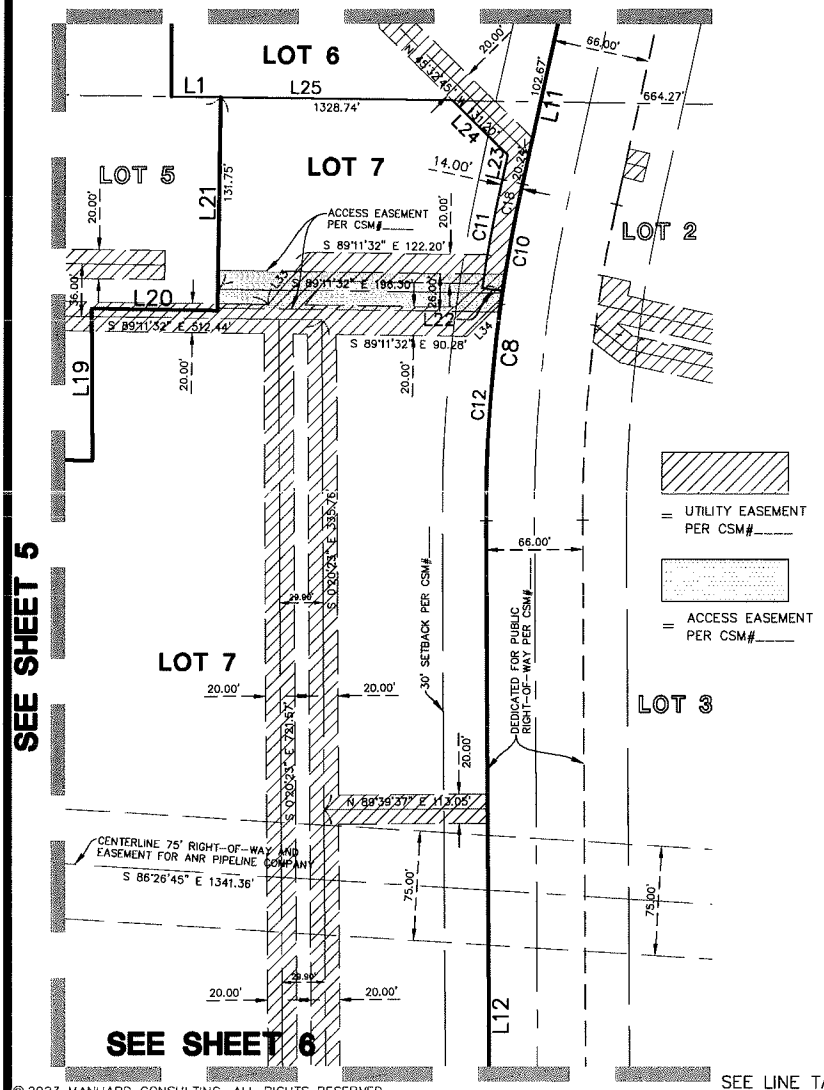
WISCONSIN
JAMES D. BAKER
S-2704
LINCOLNSHIRE, ILLINOIS
LAND SURVEYOR

PREPARED BY:

JAMES D. BAKER,
P.L.S. NO. 2704 EXPIRES: 01/31/24
DATE: MARCH 24, 2023

SEE SHEET 8




| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | LENGTH |
| L1 | N89°11'32"W | 33.69' |
| L2 | N00°17'33"W | 1272.47' |
| L3 | S89°16'26"E | 274.36' |
| L4 | S47°04'45"E | 37.04' |
| L5 | S04°53'04"E | 99.65' |
| L6 | S06°46'46"E | 95.54' |
| L7 | S08°26'43"W | 65.49' |
| L8 | S14°51'40"W | 114.68' |
| L9 | S01°34'06"W | 46.86' |
| L10 | S13°25'54"E | 96.71' |
| L11 | S12°20'24"W | 146.98' |
| L12 | S00°20'23"E | 677.49' |
| L13 | N89°11'32"W | 757.22' |
| L14 | N44°45'57"W | 35.71' |
| L15 | N00°20'23"W | 449.82' |
| L16 | N86°26'45"W | 277.81' |
| L17 | S00°20'23"E | 301.57' |
| L18 | N89°11'32"W | 281.95' |
| L19 | S00°20'23"E | 104.27' |
| L20 | N89°11'32"W | 86.05' |
| L21 | S00°48'28"W | 146.25' |
| L22 | N81°43'17"W | 14.00' |
| L23 | S12°20'24"W | 17.22' |
| L24 | N45°32'45"W | 53.41' |
| L25 | N89°11'32"W | 193.60' |
| L26 | N89°11'32"W | 328.57' |
| L27 | N00°20'23"W | 281.82' |
| L28 | N52°47'24"W | 85.49' |
| L29 | S89°39'37"W | 16.18' |
| L30 | N00°20'23"W | 18.70' |
| L31 | N45°14'03"E | 36.68' |
| L32 | S26°40'34"E | 61.65' |
| L33 | N39°18'10"E | 46.38' |
| L34 | N45°48'28"E | 32.45' |
| L35 | N45°20'23"W | 21.14' |
| L36 | N89°11'32"W | 79.35' |
| L37 | S00°43'34"W | 91.33' |
| L38 | S88°25'02"E | 19.18' |
| L39 | S89°16'26"E | 90.44' |
| L40 | S44°16'26"E | 12.72' |
| L41 | N85°49'31"E | 33.65' |
| L42 | S00°43'34"W | 72.00' |
| L43 | S85°49'31"W | 52.24' |
| L44 | N44°16'26"W | 7.47' |
| L45 | N44°16'26"W | 14.14' |
| L46 | N44°42'26"E | 42.49' |
| L47 | N21°09'46"W | 47.99' |
| L48 | S68°50'14"W | 38.67' |

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SEE LINE TABLE ON SHEET THIS SHEET
SEE CURVE TABLE ON SHEET 9

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SOMERVILLE APARTMENTS
VILLAGE OF SOMERS, WISCONSIN
CERTIFIED SURVEY MAP

PROJ. MGR.: JDB
DRAWN BY: LSM
DATE: 03/24/23
SCALE: 1"=100'

SHEET 7 OF 11
ALN.SMWI01

16:09 Dwg Name: P:\Alnsmwi01\dwg\Surv\Final Drawings\Certified Survey Map\CSM_2\04-09-ALNSMWI-CSM_2.dwg Updated By: LMoryl

# CERTIFIED SURVEY MAP NO. _____

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15 TOWNSHIP 2 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF SOMERS, COUNTY OF KENOSHA AND STATE OF WISCONSIN.

## BASIS OF BEARINGS

BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM (KENOSHA COUNTY) NAD 83 (2011) IN WHICH THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 2 NORTH, RANGE 22 EAST, IS ASSUMED TO BEAR N 00°20'23" W

GRAPHIC SCALE

100 0 50 100 200

( IN FEET )
1 inch = 100 ft.

N

## LEGEND:

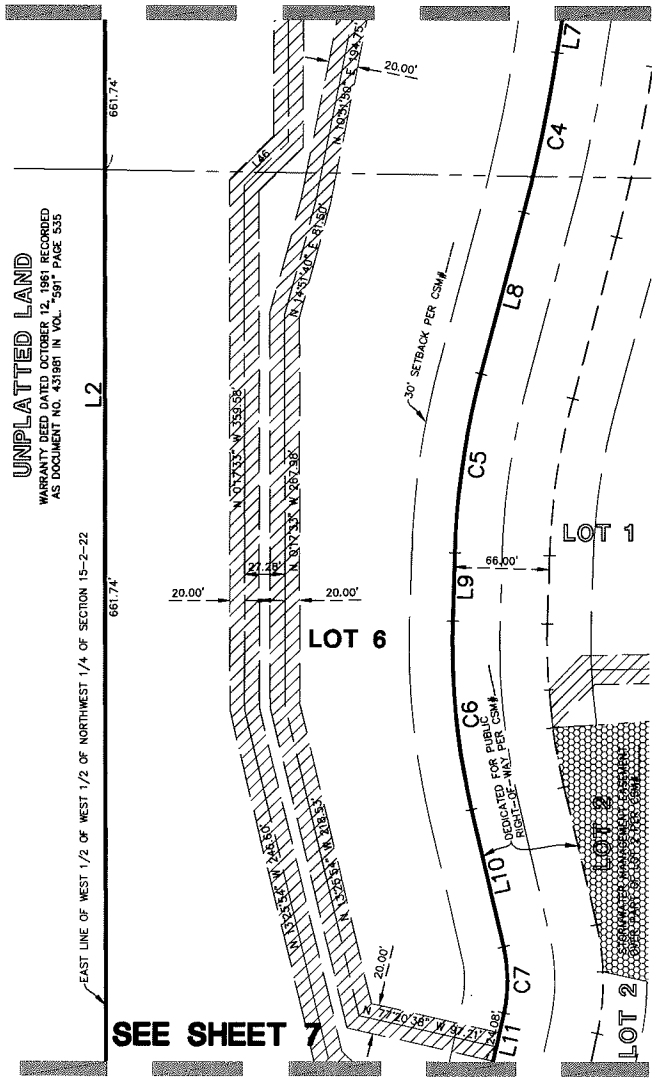
- = EX./PROP. PROPERTY LINE
- = EX. SECTION LINE
- = EX. RIGHT OF WAY LINE
- = EX. LOT LINE LINE
- = EX. EASEMENT LINE
- = PROPOSED LOT LINE
- = PROP. EASEMENT LINE
- = EX./PROP. CENTERLINE
- = UTILITY EASEMENT PER CSM#_____
- = STORMWATER MANAGEMENT EASEMENT PER CSM#_____

WISCONSIN
JAMES D. BAKER
S-2704
LINCOLNSHIRE, ILLINOIS
LAND SURVEYOR

PREPARED BY: _____
JAMES D. BAKER,
P.L.S. NO. 2704 EXPIRES: 01/31/24
DATE: MARCH 24, 2023

SEE LINE TABLE ON SHEET 7
SEE CURVE TABLE ON SHEET 9

SEE SHEET 9




SEE SHEET 7

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SOMERVILLE APARTMENTS
VILLAGE OF SOMERS, WISCONSIN
CERTIFIED SURVEY MAP

PROJ. MGR.: JDB
DRAWN BY: LSM
DATE: 03/24/23
SCALE: 1"=100'

SHEET 8 OF 11
ALN.SMWI01

16:09 Dwg Name: P:\Alnsmwi01\dwg\Surv\Final Drawings\Certified Survey Map\CSM_2\04-09-ALNSMWI-CSM_2.dwg Updated By: LMoryl

# CERTIFIED SURVEY MAP NO. _____

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15 TOWNSHIP 2 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF SOMERS, COUNTY OF KENOSHA AND STATE OF WISCONSIN.

## BASIS OF BEARINGS

BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM (KENOSHA COUNTY) NAD 83 (2011) IN WHICH THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 2 NORTH, RANGE 22 EAST, IS ASSUMED TO BEAR N 00°20'23" W

GRAPHIC SCALE

100 0 50 100 200

( IN FEET )
1 inch = 100 ft.

N

## LEGEND:

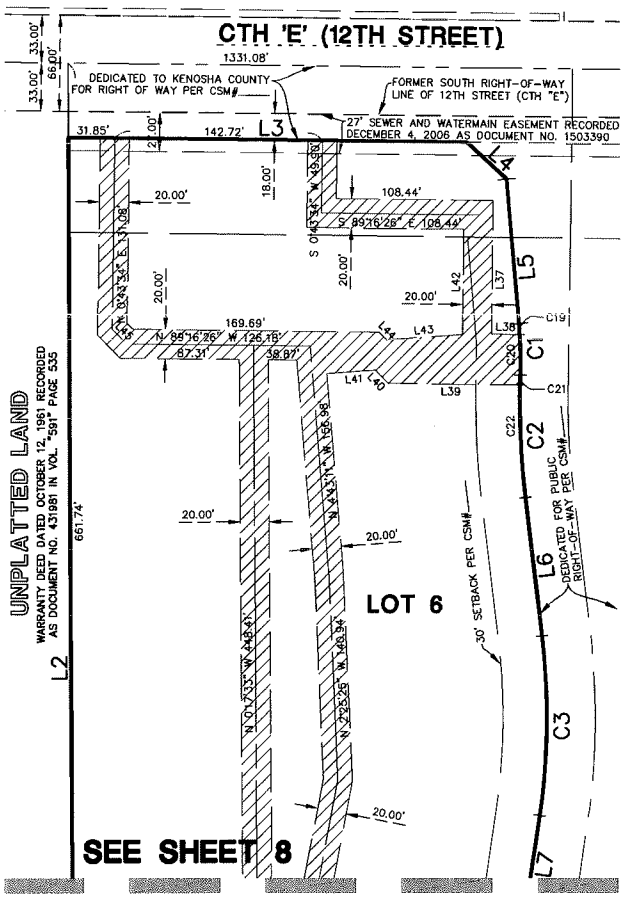
- = EX./PROP. PROPERTY LINE
- = EX. SECTION LINE
- = EX. RIGHT OF WAY LINE
- = EX. LOT LINE LINE
- = EX. EASEMENT LINE
- = PROPOSED LOT LINE
- = PROP. EASEMENT LINE
- = EX./PROP. CENTERLINE

WISCONSIN
JAMES D. BAKER
S-2704
LINCOLNSHIRE, ILLINOIS
LAND SURVEYOR

PREPARED BY: _____
JAMES D. BAKER,
P.L.S. NO. 2704 EXPIRES: 01/31/24
DATE: MARCH 24, 2023

| CURVE TABLE | | | | | | | |
|---|---|---|---|---|---|---|---|
| CURVE | RADIUS | LENGTH | CHORD BEARING | CHORD | CENTRAL ANGLE | TANGENT BEARING START | TANGENT BEARING END |
| C1 | 300.00' | 35.30' | S01°30'49"E | 35.28' | 006°44'29" | S1°51'25"W | S4°53'04"E |
| C2 | 557.00' | 83.96' | S02°27'40"E | 83.88' | 008°38'11" | S6°46'46"E | S1°51'25"W |

= UTILITY EASEMENT PER CSM#____




| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| CURVE | RADIUS | LENGTH | CHORD BEARING | CHORD | CENTRAL ANGLE |
| C1 | 300.00' | 35.30' | S01°30'49"E | 35.28' | 006°44'29" |
| C2 | 557.00' | 83.96' | S02°27'40"E | 83.88' | 008°38'11" |
| C3 | 464.00' | 123.29' | S00°49'58"W | 122.93' | 015°13'28" |
| C4 | 1002.00' | 112.21' | S11°39'11"W | 112.15' | 006°24'58" |
| C5 | 536.00' | 124.35' | S08°12'53"W | 124.08' | 013°17'34" |
| C6 | 498.00' | 130.38' | S05°55'54"E | 130.00' | 015°00'00" |
| C7 | 102.00' | 45.88' | S00°32'45"E | 45.49' | 025°46'18" |
| C8 | 1053.00' | 233.03' | S06°00'00"W | 232.56' | 012°40'47" |
| C9 | 47.00' | 74.77' | S45°14'03"W | 67.13' | 091°08'52" |
| C10 | 1053.00' | 74.64' | S10°18'34"W | 74.62' | 004°03'40" |
| C11 | 1067.00' | 75.63' | S10°18'34"W | 75.62' | 004°03'40" |
| C12 | 1053.00' | 158.39' | S03°58'10"W | 158.24' | 008°37'07" |
| C13 | 115.00' | 105.27' | N26°33'54"W | 101.64' | 052°27'01" |
| C14 | 119.50' | 45.37' | N63°39'57"W | 45.09' | 021°45'05" |
| C15 | 26.50' | 7.31' | N82°26'26"W | 7.28' | 015°47'54" |
| C16 | 47.00' | 43.54' | S26°11'53"W | 42.00' | 053°04'32" |
| C17 | 47.00' | 45.07' | S63°20'21"W | 43.38' | 054°56'15" |
| C18 | 1067.00' | 52.54' | S10°55'45"W | 52.54' | 002°49'17" |
| C19 | 300.00' | 7.50' | S04°10'07"E | 7.49' | 001°25'53" |
| C20 | 300.00' | 27.80' | S00°47'53"E | 27.79' | 005°18'38" |
| C21 | 557.00' | 6.78' | S01°30'29"W | 6.78' | 000°41'52" |
| C22 | 557.00' | 77.18' | S02°48'36"E | 77.11' | 007°56'19" |

SEE LINE TABLE ON SHEET 7
SEE CURVE TABLE THIS SHEET

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SOMERVILLE APARTMENTS
VILLAGE OF SOMERS, WISCONSIN
CERTIFIED SURVEY MAP

PROJ. MGR.: JDB
DRAWN BY: LSM
DATE: 03/24/23
SCALE: 1"=100'

SHEET 9 OF 11
ALN.SMWI01

Dwg Name: P:\Alnsmwi01\dwg\Surv\Final Drawings\Certified Survey Map\CSM_2\04-09-ALNSMWI-CSM_2.dwg Updated By: LMoryl 16:09

# CERTIFIED SURVEY MAP NO. _____

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15 TOWNSHIP 2 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF SOMERS, COUNTY OF KENOSHA AND STATE OF WISCONSIN.

## OWNER'S CERTIFICATE

AS OWNER(S), I (WE) HEREBY CERTIFY THAT I (WE) CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED AND MAPPED AS REPRESENTED ON THE PLAT. I (WE) ALSO CERTIFY THAT THIS PLAT IS REQUIRED BY S.236.10 OR S.236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION: VILLAGE OF SOMERS. WITNESS THE HAND AND SEAL OF SAID OWNER(S)

THIS _____ DAY OF _____, 2023.

ON THIS _____ DAY OF _____, 2023.

BY: _____

TITLE: _____ PREPARED BY: _____

JAMES D. BAKER,
P.L.S. NO. 2704 EXPIRES: 01/31/24
DATE: MARCH 24, 2023

WISCONSIN
JAMES D. BAKER
S-2704
LINCOLNSHIRE, ILLINOIS
LAND SURVEYOR

## NOTARY'S CERTIFICATE

STATE OF _____ )
) S.S.
COUNTY OF _____ )

I, _____, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT _____ AND _____ OF SAID CORPORATION, PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THIS INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND THE FREE AND VOLUNTARY ACT OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTORIAL SEAL, THIS _____ DAY OF _____, 2023.

_____
NOTARY PUBLIC

## VILLAGE OF SOMERS BOARD APPROVAL

THIS CERTIFIED SURVEY MAP IS HEREBY APPROVED BY THE VILLAGE BOARD OF THE VILLAGE OF SOMERS AND DEDICATION ACCEPTED ON THIS _____ DAY OF _____, 2023.

_____ _____
GEORGE STONER, VILLAGE PRESIDENT

_____
MARY COLE, VILLAGE CLERK

## VILLAGE OF SOMERS PLAN COMMISSION APPROVAL

THIS CERTIFIED SURVEY MAP IS HEREBY APPROVED BY THE VILLAGE PLAN COMMISSION OF THE VILLAGE OF SOMERS AND ADOPTED ON THIS _____ DAY OF _____, 2023.

_____ _____
GEORGE STONER, VILLAGE PRESIDENT

_____
MARY COLE, VILLAGE CLERK

## VILLAGE TREASURER CERTIFICATE

STATE OF WISCONSIN )
KENOSHA COUNTY )SS

I, _____, BEING THE DULY ELECTED (APPOINTED), QUALIFIED AND ACTING TREASURER OF THE VILLAGE OF SOMERS, DO HEREBY CERTIFY THAT THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS AS OF _____, 2023 AFFECTING THE LANDS INCLUDED IN THIS PLAT.

_____ _____
(DATE) TREASURER

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SOMERVILLE APARTMENTS
VILLAGE OF SOMERS, WISCONSIN
CERTIFIED SURVEY MAP

PROJ. MGR.: JDB
DRAWN BY: LSM
DATE: 03/24/23
SCALE: N.T.S.

SHEET 10 OF 11
ALN.SMWI01

08:56 Dwg Name: P:\Alnsmwi01\dwg\Surv\Final Drawings\Certified Survey Map\CSM_2\10-11-ALNSMWI-CSM_2.dwg Updated By: LMoryl

# CERTIFIED SURVEY MAP NO. _____

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15 TOWNSHIP 2 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF SOMERS, COUNTY OF KENOSHA AND STATE OF WISCONSIN.

**SURVEYOR'S CERTIFICATE**

STATE OF ILLINOIS )
) S.S.
COUNTY OF LAKE)

I, JAMES D. BAKER, A WISCONSIN PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY:

THAT I HAVE SURVEYED AND CONSOLIDATED A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15 TOWNSHIP 2 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF SOMERS, COUNTY OF KENOSHA AND STATE OF WISCONSIN, DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15 TOWNSHIP 2 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF SOMERS, COUNTY OF KENOSHA AND STATE OF WISCONSIN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 6 IN CERTIFIED SURVEY MAP NO. _____ RECORDED _____ __, 20__.

THAT I HAVE MADE THIS SURVEY, LAND DIVISION AND MAP BY THE DIRECTION OF CARDINAL CAPITAL MANAGEMENT.

SUBJECT TO EASEMENTS, RESTRICTIONS AND ROADWAYS OF RECORD, SAID PARCEL CONTAINING 27.833 ACRES.

THAT SUCH MAP IS A CORRECT REPRESENTATION OF 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 CODE OF GENERAL ORDINANCES FOR THE VILLAGE OF SOMERS, DIVIDING AND MAPPING THE SAME.

DATED THIS 24TH DAY OF MARCH, 2023

WISCONSIN
JAMES D.
BAKER
S-2704
LINCOLNSHIRE,
ILLINOIS
LAND SURVEYOR

_____
SURVEYOR: JAMES D. BAKER
WISCONSIN PROFESSIONAL LAND SURVEYOR NO. 2704-8

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SOMERVILLE APARTMENTS
VILLAGE OF SOMERS, WISCONSIN
CERTIFIED SURVEY MAP

PROJ. MGR.: JDB
DRAWN BY: LSM
DATE: 03/24/23
SCALE: N.T.S.

SHEET 11 OF 11
ALN.SMWI01

08:56 Dwg Name: P:\Alnsmwi01\dwg\Surv\Final Drawings\Certified Survey Map\CSM_2\10-11-ALNSMWI-CSM_2.dwg Updated By: LMoryl

**EXHIBIT B**

**RIGHT OF WAY PLAT**

| R/W PROJECT NUMBER | SHEET NUMBER | TOTAL SHEETS |
|---|---|---|
| RD24-001 | | |
| FEDERAL PROJECT NUMBER N/A | 1 | 6 |

PLAT OF RIGHT OF WAY REQUIRED FOR

CTH E ( 12TH STREET)

950' EAST OF CTH EA TO 1500' EAST OF CTH EA

CTH EA (72ND AVENUE)

3025' SOUTH OF CTH E TO 1900' SOUTH OF CTH E

KENOSHA COUNTY

CONSTRUCTION NO. _____

## CONVENTIONAL ABBREVIATIONS

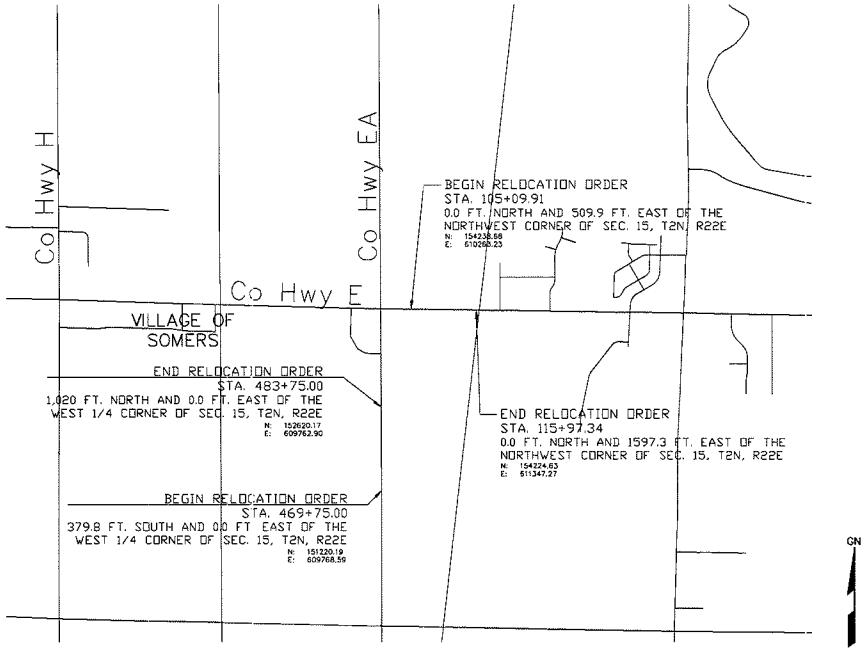
| | | | |
|---|---|---|---|
| ACCESS RIGHTS | AR | POINT OF INTERSECTION | PI |
| ACRES | AC | PROPERTY LINE | PL |
| AHEAD | AH | RECORDED AS | (100') |
| ALUMINUM | ALUM | REEL / IMAGE | R/I |
| AND OTHERS | ET AL | REFERENCE LINE | R/L |
| BACK | BK | REMAINING | REM |
| BLOCK | BLK | RESTRICTIVE DEVELOPMENT EASEMENT | RDE |
| CENTERLINE | C/L | RIGHT | RT |
| CERTIFIED SURVEY MAP | CSM | RIGHT OF WAY | R/W |
| CONCRETE | CONC | SECTION | SEC |
| COUNTY | CO | SEPTIC VENT | SEPV |
| COUNTY TRUNK HIGHWAY | CTH | SQUARE FEET | SF |
| DISTANCE | DIST | STATE TRUNK HIGHWAY | STH |
| CORNER | COR | STATION | STA |
| DOCUMENT NUMBER | DOC | TELEPHONE PEDESTAL | TP |
| EASEMENT | EASE | TEMPORARY LIMITED EASEMENT | TLE |
| EXISTING | EX | TEMPORARY EASEMENT | TE |
| GAS VALVE | GV | TRANSPORTATION PROJECT PLAT | TPP |
| GRID NORTH | GN | UNITED STATES HIGHWAY | USH |
| HIGHWAY EASEMENT | HE | VOLUME | V |
| IDENTIFICATION | ID | | |
| LAND CONTRACT | LC | | |
| LEFT | LT | | |
| MONUMENT | MON | | |
| NATIONAL GEODETIC SURVEY | NGS | | |
| NUMBER | NO | | |
| OUTLOT | OL | | |
| PAGE | P | | |
| POINT OF TANGENCY | PT | | |
| PERMANENT LIMITED EASEMENT | PLE | | |
| POINT OF BEGINNING | POB | | |
| POINT OF CURVATURE | PC | | |
| POINT OF COMPOUND CURVE | PCC | | |

## CONVENTIONAL SYMBOLS

| | | | |
|---|---|---|---|
| SECTION LINE | | SECTION CORNER SYMBOL | |
| QUARTER LINE | | R/W MONUMENT (TO BE SET) | |
| SIXTEENTH LINE | | NON-MONUMENTED R/W POINT | |
| NEW R/W LINE | | FOUND IRON PIN (1-INCH UNLESS NOTED) | IP |
| EXISTING R/W OR HE LINE | | PARCEL NUMBER | 5 |
| PROPERTY LINE | PL | WOOD FENCE | |
| LOT, TIE & OTHER MINOR TIES | | SIGN | |
| CORPORATE LIMITS | | MAILBOX | |
| NEW R/W (FEE OR HE) (HATCHING VARIES BY OWNER) | | FLAGPOLE | |
| TEMPORARY LIMITED EASEMENT AREA | | | |

## CONVENTIONAL UTILITY SYMBOLS

| | |
|---|---|
| | STORM |
| | SANITARY |
| | WATER |
| | ELECTRIC |
| | FIBER OPTIC |
| | CABLE TELEVISION |
| | TELEPHONE |
| | GAS |
| | OVERHEAD TRANSMISSION LINES |
| | STORM MANHOLE |
| | STORM CATCH BASIN |
| | STORM INLET |
| | FLARED END SECTION |
| | SANITARY MANHOLE |
| | FIRE HYDRANT |
| | VALVE VAULT |
| | WELL HEAD |
| | ELECTRIC PEDESTAL |
| | TELEPHONE MANHOLE |
| | TELEPHONE HANDHOLE |
| | TELEPHONE PEDESTAL |
| | TELEVISION PEDESTAL |
| | FIBER OPTIC HANDHOLE |
| | UTILITY POLE |
| | STREET LIGHT |




LAYOUT
SCALE: 1"=1000'

TOTAL NET LENGTH OF REFERENCE LINE = 0.471 MILES

NOTES:

POSITIONS SHOWN ON THIS PLAT ARE WISCONSIN COORDINATE REFERENCE SYSTEM COORDINATES (WISCRS), KENOSHA COUNTY, NAD 83 (2011) IN US SURVEY FEET. VALUES SHOWN ARE GRID COORDINATES, GRID BEARINGS, AND GRID DISTANCES. GRID DISTANCES MAY BE USED AS GROUND DISTANCES.

ALL NEW RIGHT-OF-WAY MONUMENTS WILL BE TYPE 2 MONUMENTS (TYPICALLY 3/4" X 24" IRON REBARS), UNLESS OTHERWISE NOTED, AND WILL BE PLACED PRIOR TO THE COMPLETION OF THE PROJECT.

RIGHT-OF-WAY BOUNDARIES ARE DEFINED WITH COURSES OF THE PERIMETER OF THE HIGHWAY LANDS REFERENCED TO THE U.S. PUBLIC LAND SURVEY SYSTEM OR OTHER "SURVEYS OF PUBLIC RECORD."

DIMENSIONING FOR THE NEW RIGHT-OF-WAY IS MEASURED ALONG AND PERPENDICULAR TO NEW REFERENCE LINES.

PROPERTY LINES SHOWN ON THIS PLAT FOR PROPERTIES BEING IMPACTED ARE DRAWN FROM DATA DERIVED FROM FILED/ RECORDED MAPS AND DOCUMENTS OF PUBLIC RECORD. THIS PLAT MAY NOT BE A TRUE REPRESENTATION OF EXISTING PROPERTY LINES, EXCLUDING RIGHT-OF-WAY, AND SHOULD NOT BE USED AS A SUBSTITUTE FOR AN ACCURATE FIELD SURVEY.

ALL RIGHT-OF-WAY LINES DEPICTED IN THE NON-ACQUISITION AREAS ARE INTENDED TO RE-ESTABLISH EXISTING RIGHT-OF-WAY LINES AS DETERMINED FROM PREVIOUS PROJECTS, OTHER RECORDED DOCUMENTS, CENTERLINE OF EXISTING PAVEMENTS AND/OR EXISTING OCCUPATIONAL LINES.

FOR CURRENT ACCESS/DRIVEWAY INFORMATION, CONTACT THE PLANNING UNIT OF THE KENOSHA COUNTY DEPARTMENT OF TRANSPORTATION OFFICE IN KENOSHA.

THIS PLAT IS A GRAPHIC REPRESENTATION AND IS FOR REFERENCE PURPOSE ONLY. DEEDS MUST BE CHECKED TO DETERMINE PROPERTY BOUNDARIES AND ACCESS RIGHTS.

ORIGINAL PLAT PREPARED BY

Manhard CONSULTING LTD

WISCONSIN JAMES D. BAKER S-2704 LINCOLNSHIRE, ILLINOIS LAND SURVEYOR

DATE: _____ _____ LAND SURVEYOR

REVISION DATE

KENOSHA COUNTY

APPROVED FOR THE KENOSHA COUNTY PUBLIC WORKS DEPT:

DATE: _____ _____ (SIGNATURE)

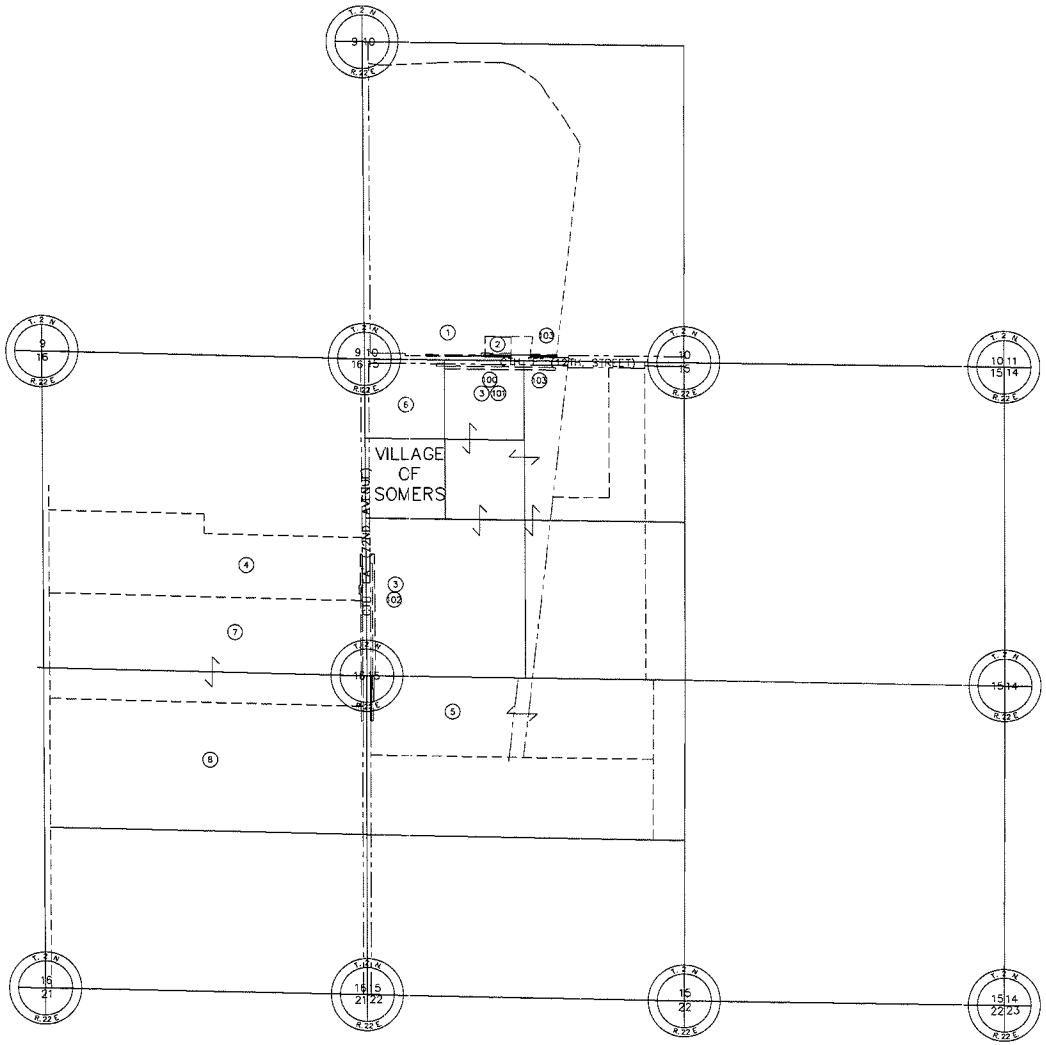
# SCHEDULE OF LANDS AND INTERESTS REQUIRED

OWNER'S NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO KENOSHA COUNTY.

AREAS SHOWN IN THE TOTAL ACRES COLUMN MAY BE APPROXIMATE AND ARE DERIVED FROM TAX ROLLS OR OTHER AVAILABLE SOURCES AND MAY NOT INCLUDE LANDS OF THE OWNER WHICH ARE NOT CONTIGUOUS TO THE AREA TO BE ACQUIRED.

| PARCEL NUMBER | SHEET NUMBER | OWNER(S) | INTEREST REQUIRED | TOTAL ACRES | R/W REQUIRED ACRES | | | TOTAL REMAINING ACRES | T.I.E. TEMP. ACRES | P.L.E. PERM. ACRES | PARCEL NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | NEW | EXISTING | TOTAL | | | | |
| 1 | 4 | PAUL D GITZLAFF | FEE & TLE | 89.683 | 0.064 | | | 89.619 | 0.172 | 0.000 | 1 |
| 2 | 4 | DAVID S ECKELBERG | FEE & TLE | 0.836 | 0.060 | | | 0.776 | 0.074 | 0.000 | 2 |
| 3 | 4, 5, & 6 | CCM-SOMERVILLE LLC | TLE | 65.533 | 0.000 | | | 65.533 | 1.028 | 0.000 | 3 |
| 4 | 5 | VILLAGE OF SOMERS | TLE | 36.446 | 0.012 | | | 36.434 | 0.142 | 0.000 | 4 |
| 5 | 5 & 6 | THOMAS W. FLIESS AND CHERIE A. FLIESS | FEE & TLE | 34.148 | 0.073 | | | 34.075 | 0.131 | 0.000 | 5 |
| 6 | 4 | KENOSHA UNIFIED SCHOOL DISTRICT 1 | TLE | 18.713 | 0.000 | | | 18.713 | 0.031 | 0.000 | 6 |
| 7 | 5 & 6 | THOMAS W. FLIESS AND CHERIE A. FLIESS | TLE | 52.977 | 0.000 | | | 52.977 | 0.305 | 0.000 | 7 |
| 8 | 6 | ADAMS STREET DEVELOPMENT LLC | TLE | 64.150 | 0.000 | | | 64.150 | 0.043 | 0.000 | 8 |
| 100 | 4 | VILLAGE OF SOMERS SEWER AND WATER EASEMENT - DOCUMENT 1503390 | RELEASE OF RIGHTS | | | | | | | | 100 |
| 101 | 4 | SBC - DOCUMENT 1481030 | RELEASE OF RIGHTS | | | | | | | | 101 |
| 102 | 5 | ANR PIPELINE - DOCUMENT 315402 | RELEASE OF RIGHTS | | | | | | | | 102 |
| 103 | 4 | WEPCO - DOCUMENT 531872 | RELEASE OF RIGHTS | | | | | | | | 103 |

| | | | | | |
|---|---|---|---|---|---|
| REVISION DATE: | DATE: 03/24/2023 | SCALE, FEET | HWY: E, EA | R/W PROJECT NUMBER: RD24-001 | PLAT SHEET: 2 |
| | GRID FACTOR: | 0 200 400 Feet | COUNTY: KENOSHA | CONSTRUCTION PROJECT NUMBER: _____ | PS&E SHEET: |




| | | | | | |
|---|---|---|---|---|---|
| REVISION DATE: | DATE: 03/24/2023 | SCALE, FEET | HWY: E, EA | R/W PROJECT NUMBER: RD24-001 | PLAT SHEET: 3 |
| | GRID FACTOR: | 0 250 500 Feet | COUNTY: KENOSHA | CONSTRUCTION PROJECT NUMBER: _____ | PS&E SHEET: |

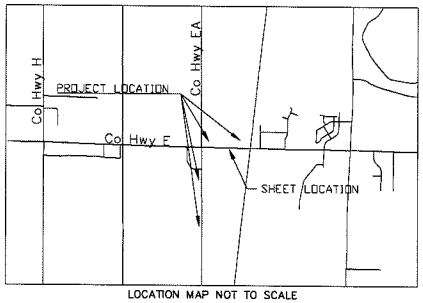
## CONVENTIONAL ABBREVIATIONS

| | | | |
|---|---|---|---|
| ACCESS RIGHTS | AR | POINT OF INTERSECTION | PI |
| ACRES | AC | PROPERTY LINE | PL |
| AHEAD | AH | RECORDED AS | (100') |
| ALUMINUM | ALUM | REEL / IMAGE | R/I |
| AND OTHERS | ET AL | REFERENCE LINE | R/L |
| BACK | BK | REMAINING | REM |
| BLOCK | BLK | RESTRICTIVE DEVELOPMENT EASEMENT | RDE |
| CENTERLINE | C/L | RIGHT | RT |
| CERTIFIED SURVEY MAP | CSM | RIGHT OF WAY | R/W |
| CONCRETE | CONC | SECTION | SEC |
| COUNTY | CO | SEPTIC VENT | SEPV |
| COUNTY TRUNK HIGHWAY | CTH | SQUARE FEET | SF |
| DISTANCE | DIST | STATE TRUNK HIGHWAY | STH |
| CORNER | COR | STATION | STA |
| DOCUMENT NUMBER | DOC | TELEPHONE PEDESTAL | TP |
| EASEMENT | EASE | TEMPORARY LIMITED EASEMENT | TLE |
| EXISTING | EX | TEMPORARY EASEMENT | TE |
| GAS VALVE | GV | TRANSPORTATION PROJECT PLAT | TPP |
| GRID NORTH | GN | UNITED STATES HIGHWAY | USH |
| HIGHWAY EASEMENT | HE | VOLUME | V |
| IDENTIFICATION | ID | | |
| LAND CONTRACT | LC | | |
| LEFT | LT | | |
| MONUMENT | MON | | |
| NATIONAL GEODETIC SURVEY | NGS | | |
| NUMBER | NO | | |
| OUTLOT | OL | | |
| PAGE | P | | |
| POINT OF TANGENCY | PT | | |
| PERMANENT LIMITED EASEMENT | PLE | | |
| POINT OF BEGINNING | POB | | |
| POINT OF CURVATURE | PC | | |
| POINT OF COMPOUND CURVE | PCC | | |

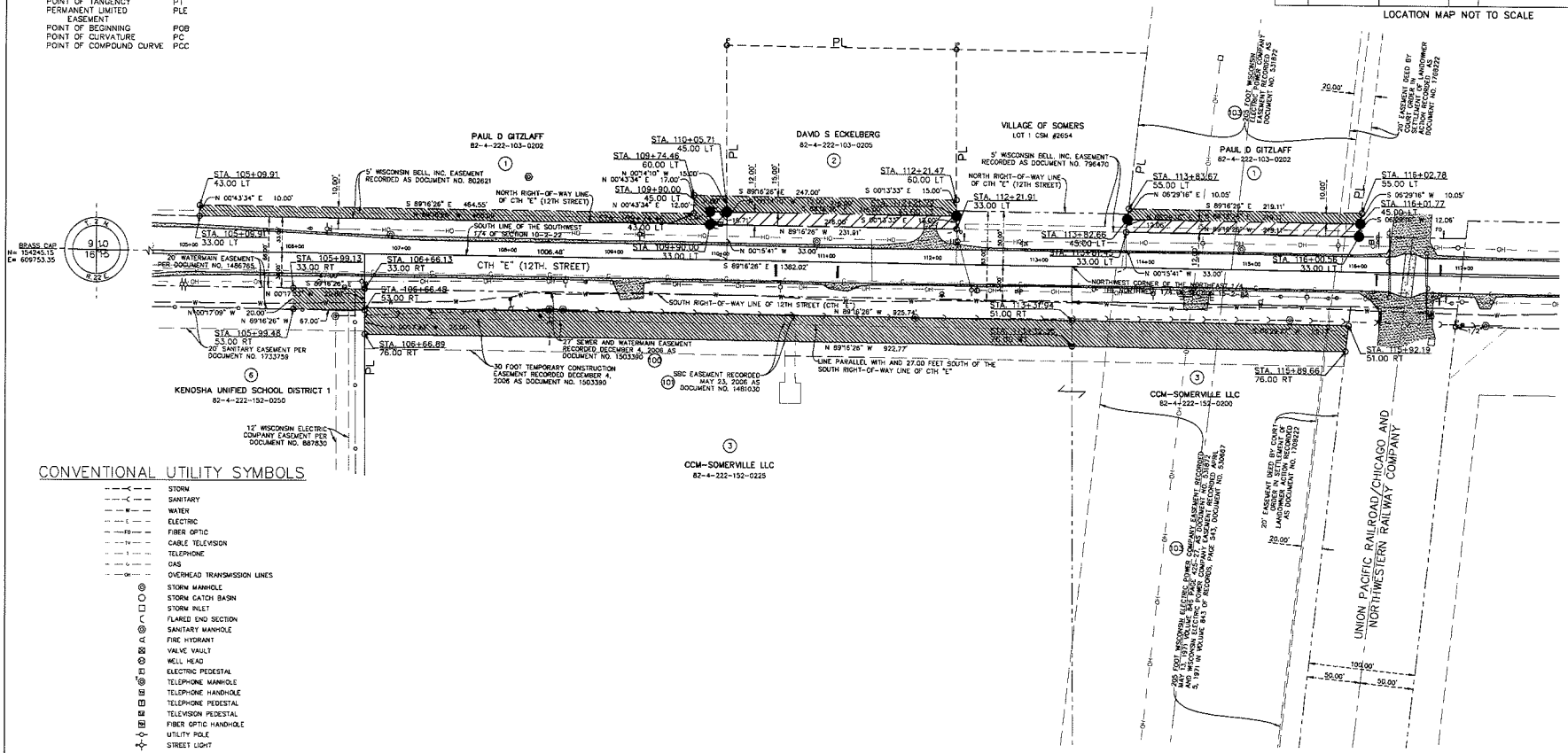
## CONVENTIONAL SYMBOLS

SECTION LINE
QUARTER LINE
SIXTEENTH LINE
NEW R/W LINE
EXISTING R/W OR HE LINE
PROPERTY LINE — PL —
LOT, TIE & OTHER MINOR TIES
CORPORATE LIMITS
NEW R/W (FEE OR HE) (HATCHING VARIES BY OWNER)
TEMPORARY LIMITED EASEMENT AREA

SECTION CORNER SYMBOL
R/W MONUMENT (TO BE SET)
NON-MONUMENTED R/W POINT
FOUND IRON PIN (1-INCH UNLESS NOTED)
PARCEL NUMBER (5)
WOOD FENCE
SIGN
MAILBOX
FLAGPOLE



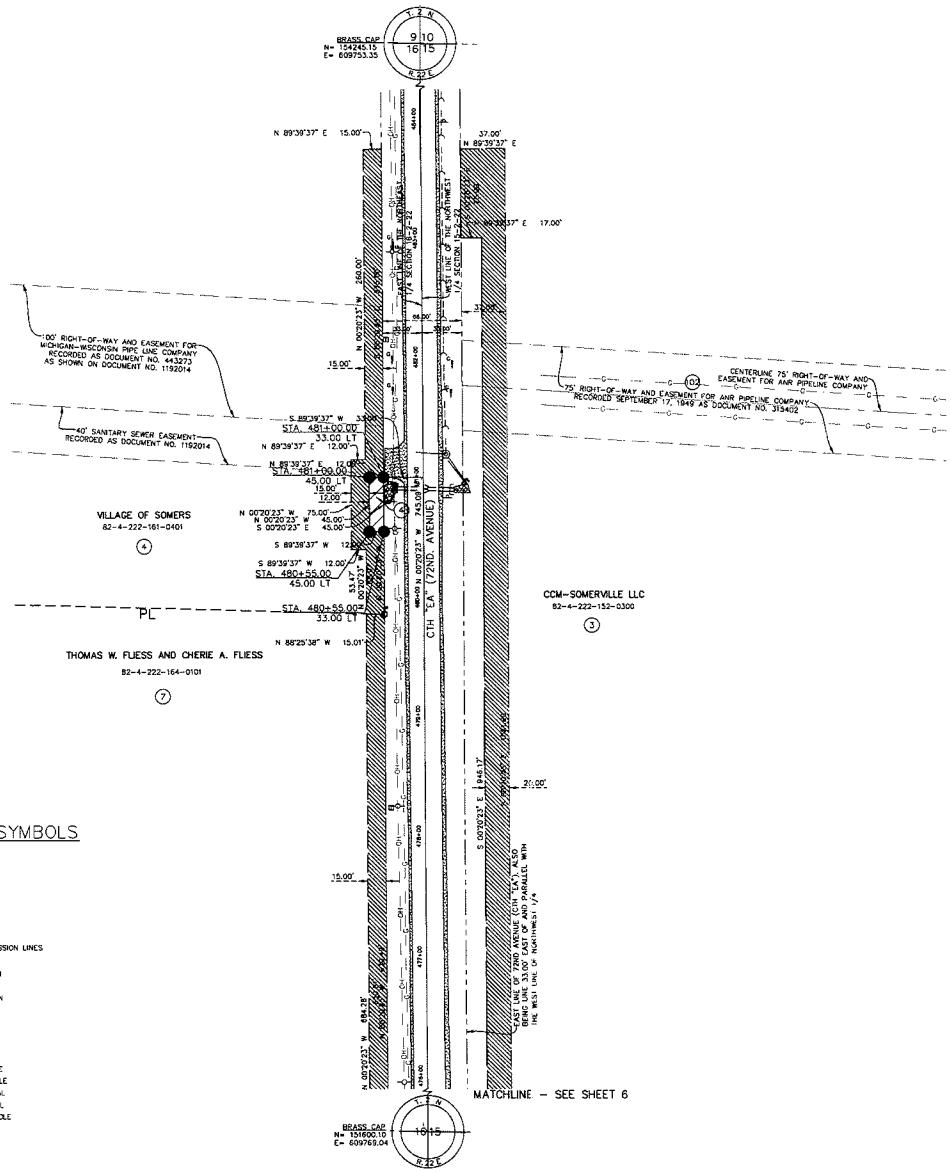
LOCATION MAP NOT TO SCALE

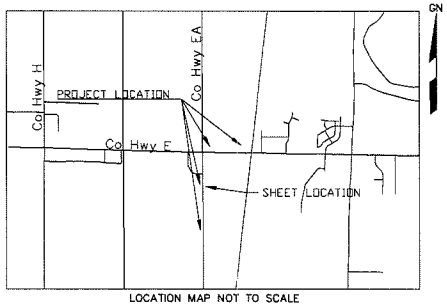



## CONVENTIONAL UTILITY SYMBOLS

STORM
SANITARY
WATER
ELECTRIC
FIBER OPTIC
CABLE TELEVISION
TELEPHONE
GAS
OVERHEAD TRANSMISSION LINES
STORM MANHOLE
STORM CATCH BASIN
STORM INLET
FLARED END SECTION
SANITARY MANHOLE
FIRE HYDRANT
VALVE VAULT
WELL HEAD
ELECTRIC PEDESTAL
TELEPHONE MANHOLE
TELEPHONE HANDHOLE
TELEPHONE PEDESTAL
TELEVISION PEDESTAL
FIBER OPTIC HANDHOLE
UTILITY POLE
STREET LIGHT

| | | | | | |
|---|---|---|---|---|---|
| REVISION DATE: | DATE: 03/24/2023 | SCALE, FEET | HWY: E, EA | R/W PROJECT NUMBER: RD24-001 | PLAT SHEET: 4 |
| | GRID FACTOR: | 0 50 100 Feet | COUNTY: KENOSHA | CONSTRUCTION PROJECT NUMBER: _____ | PS&E SHEET: |




LOCATION MAP NOT TO SCALE

## CONVENTIONAL ABBREVIATIONS

| | | | |
|---|---|---|---|
| ACCESS RIGHTS | AR | POINT OF INTERSECTION | PI |
| ACRES | AC | PROPERTY LINE | PL |
| AHEAD | AH | RECORDED AS | (100') |
| ALUMINUM | ALUM | REEL / IMAGE | R/I |
| AND OTHERS | ET AL | REFERENCE LINE | R/L |
| BACK | BK | REMAINING | REM |
| BLOCK | BLK | RESTRICTIVE DEVELOPMENT EASEMENT | RDE |
| CENTERLINE | C/L | RIGHT | RT |
| CERTIFIED SURVEY MAP | CSM | RIGHT OF WAY | R/W |
| CONCRETE | CONC | SECTION | SEC |
| COUNTY | CO | SEPTIC VENT | SEPV |
| COUNTY TRUNK HIGHWAY | CTH | SQUARE FEET | SF |
| DISTANCE | DIST | STATE TRUNK HIGHWAY | STH |
| CORNER | COR | STATION | STA |
| DOCUMENT NUMBER | DOC | TELEPHONE PEDESTAL | TP |
| EASEMENT | EASE | TEMPORARY LIMITED EASEMENT | TLE |
| EXISTING | EX | TEMPORARY EASEMENT | TE |
| GAS VALVE | GV | TRANSPORTATION PROJECT PLAT | TPP |
| GRID NORTH | GN | UNITED STATES HIGHWAY | USH |
| HIGHWAY EASEMENT | HE | VOLUME | V |
| IDENTIFICATION | ID | | |
| LAND CONTRACT | LC | | |
| LEFT | LT | | |
| MONUMENT | MON | | |
| NATIONAL GEODETIC SURVEY | NGS | | |
| NUMBER | NO | | |
| OUTLOT | OL | | |
| PAGE | P | | |
| POINT OF TANGENCY | PT | | |
| PERMANENT LIMITED EASEMENT | PLE | | |
| POINT OF BEGINNING | POB | | |
| POINT OF CURVATURE | PC | | |
| POINT OF COMPOUND CURVE | PCC | | |

## CONVENTIONAL SYMBOLS

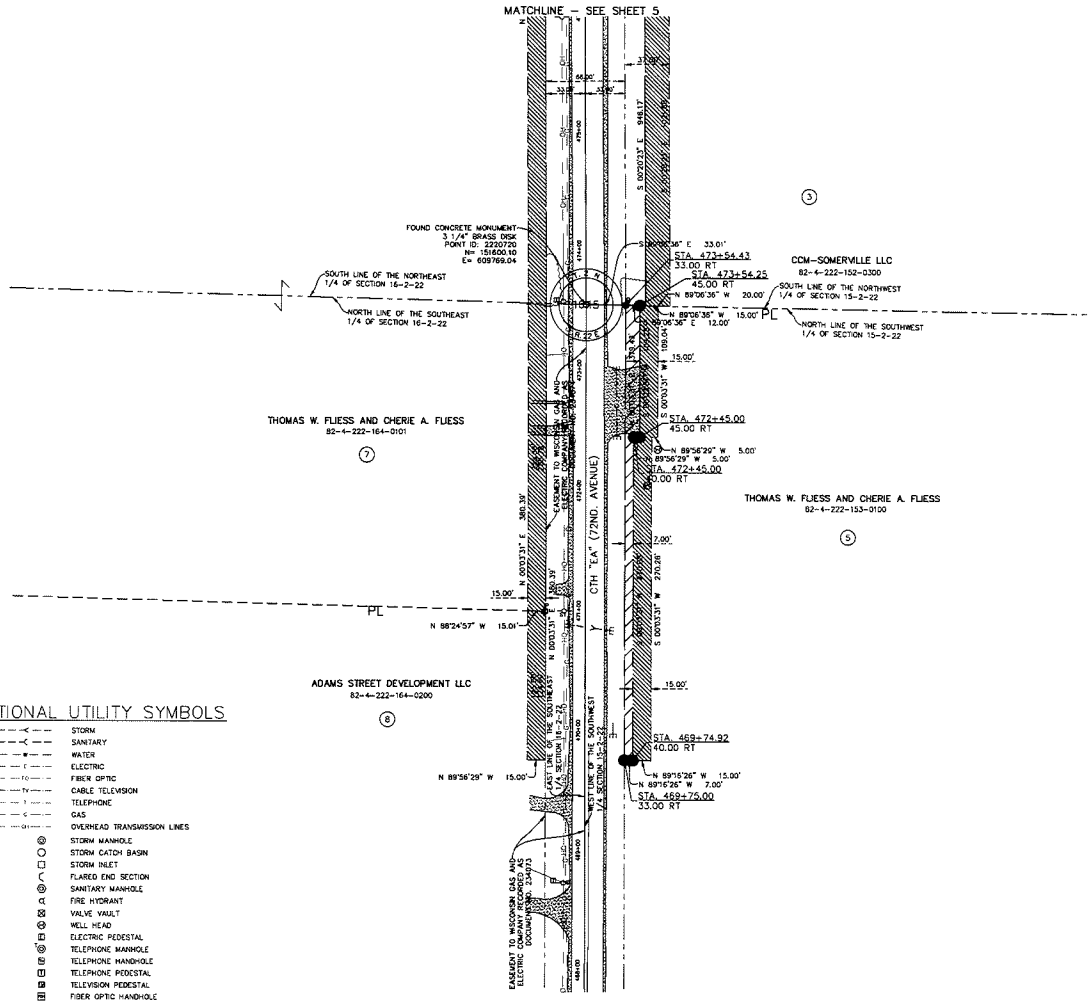
- SECTION LINE
- QUARTER LINE
- SIXTEENTH LINE
- NEW R/W LINE
- EXISTING R/W OR HE LINE
- PROPERTY LINE — PL —
- LOT, TIE & OTHER MINOR TIES
- CORPORATE LIMITS
- NEW R/W (FEE OR HE) (HATCHING VARIES BY OWNER)
- TEMPORARY LIMITED EASEMENT AREA
- SECTION CORNER SYMBOL
- R/W MONUMENT (TO BE SET)
- NON-MONUMENTED R/W POINT
- FOUND IRON PIN (1-INCH UNLESS NOTED) — IP
- PARCEL NUMBER — 5
- WOOD FENCE
- SIGN
- MAILBOX
- FLAGPOLE

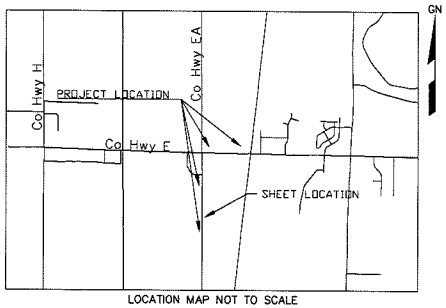
GN

## CONVENTIONAL UTILITY SYMBOLS

- STORM
- SANITARY
- WATER
- ELECTRIC
- FIBER OPTIC
- CABLE TELEVISION
- TELEPHONE
- GAS
- OVERHEAD TRANSMISSION LINES
- STORM MANHOLE
- STORM CATCH BASIN
- STORM INLET
- FLARED END SECTION
- SANITARY MANHOLE
- FIRE HYDRANT
- VALVE VAULT
- WELL HEAD
- ELECTRIC PEDESTAL
- TELEPHONE MANHOLE
- TELEPHONE HANDHOLE
- TELEPHONE PEDESTAL
- TELEVISION PEDESTAL
- FIBER OPTIC HANDHOLE
- UTILITY POLE
- STREET LIGHT

| | | | | | |
|---|---|---|---|---|---|
| REVISION DATE: | DATE: 03/24/2023 | SCALE, FEET | HWY: E, EA | R/W PROJECT NUMBER: RD24-001 | PLAT SHEET: 5 |
| | GRID FACTOR: | 0 50 100 FEET | COUNTY: KENOSHA | CONSTRUCTION PROJECT NUMBER: _____ | PS&E SHEET: |




LOCATION MAP NOT TO SCALE

## CONVENTIONAL ABBREVIATIONS

| | | | |
|---|---|---|---|
| ACCESS RIGHTS | AR | POINT OF INTERSECTION | PI |
| ACRES | AC | PROPERTY LINE | PL |
| AHEAD | AH | RECORDED AS | (100') |
| ALUMINUM | ALUM | REEL / IMAGE | R/I |
| AND OTHERS | ET AL | REFERENCE LINE | R/L |
| BACK | BK | REMAINING | REM |
| BLOCK | BLK | RESTRICTIVE DEVELOPMENT EASEMENT | RDE |
| CENTERLINE | C/L | RIGHT | RT |
| CERTIFIED SURVEY MAP | CSM | RIGHT OF WAY | R/W |
| CONCRETE | CONC | SECTION | SEC |
| COUNTY | CO | SEPTIC VENT | SEPV |
| COUNTY TRUNK HIGHWAY | CTH | SQUARE FEET | SF |
| DISTANCE | DIST | STATE TRUNK HIGHWAY | STH |
| CORNER | COR | STATION | STA |
| DOCUMENT NUMBER | DOC | TELEPHONE PEDESTAL | TP |
| EASEMENT | EASE | TEMPORARY LIMITED EASEMENT | TLE |
| EXISTING | EX | TEMPORARY EASEMENT | TE |
| GAS VALVE | GV | TRANSPORTATION PROJECT PLAT | TPP |
| GRID NORTH | GN | UNITED STATES HIGHWAY | USH |
| HIGHWAY EASEMENT | HE | VOLUME | V |
| IDENTIFICATION | ID | | |
| LAND CONTRACT | LC | | |
| LEFT | LT | | |
| MONUMENT | MON | | |
| NATIONAL GEODETIC SURVEY | NGS | | |
| NUMBER | NO | | |
| OUTLOT | OL | | |
| PAGE | P | | |
| POINT OF TANGENCY | PT | | |
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## CONVENTIONAL SYMBOLS

SECTION LINE
QUARTER LINE
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PROPERTY LINE — PL —
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CORPORATE LIMITS
NEW R/W (FEE OR HE) (HATCHING VARIES BY OWNER)
TEMPORARY LIMITED EASEMENT AREA
SECTION CORNER SYMBOL
R/W MONUMENT (TO BE SET)
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PARCEL NUMBER (5)
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GN

## CONVENTIONAL UTILITY SYMBOLS

STORM
SANITARY
WATER
ELECTRIC
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FLARED END SECTION
SANITARY MANHOLE
FIRE HYDRANT
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TELEPHONE HANDHOLE
TELEPHONE PEDESTAL
TELEVISION PEDESTAL
FIBER OPTIC HANDHOLE
UTILITY POLE
STREET LIGHT

| | | | | | |
|---|---|---|---|---|---|
| REVISION DATE: | DATE: 03/24/2023 | SCALE, FEET | HWY: E, EA | R/W PROJECT NUMBER: RD24-001 | PLAT SHEET: 6 |
| | GRID FACTOR: | 0 50 100 Feet | COUNTY: KENOSHA | CONSTRUCTION PROJECT NUMBER: _____ | PS&E SHEET: |

**EXHIBIT C**

**PLANS**

PROJECT ID: RD 24-001
WITH: N/A

COUNTY: KENOSHA

ORDER OF SHEETS


| | | |
|---|---|---|
| Section No. | 1 | Title |
| Section No. | 2 | Typical Sections and Details |
| Section No. | 3 | Estimate of Quantities |
| Section No. | 3 | Miscellaneous Quantities |
| Section No. | 4 | Right of Way Plat |
| Section No. | 5 | Plan and Profile |
| Section No. | 6 | Standard Detail Drawings |
| Section No. | 7 | Sign Plates |
| Section No. | 8 | Structure Plans |
| Section No. | 9 | Computer Earthwork Data |
| Section No. | 9 | Cross Sections |


TOTAL SHEETS = 60

# KENOSHA COUNTY
# DIVISION OF HIGHWAYS

PLAN OF PROPOSED IMPROVEMENT

# COUNTY TRUNK HIGHWAY E AND COUNTY TRUNK HIGHWAY EA

(72ND AVE TO 65TH AVE & 12TH ST TO 18TH ST

## VILLAGE OF SOMERS
## KENOSHA COUNTY

N

PROJECT NUMBER
RD 24-001

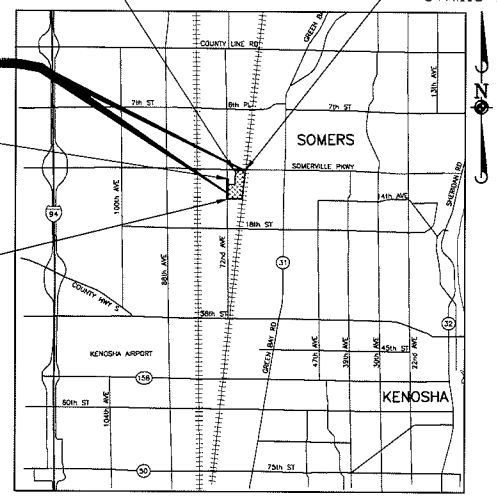
BEGIN PROJECT
STA.105+13.28

END PROJECT
STA.116+15.27

PROJECT LOCATIONS

END PROJECT
STA.483+66.54

BEGIN PROJECT
STA.469+80.69




LAYOUT
SCALE 0 1 MI.

TOTAL NET LENGTH OF CENTERLINE = 1.37 MI.

COORDINATES ON THIS PLAN ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM (WCCS), KENOSHA COUNTY.

## ABBREVIATIONS

| | | | |
|---|---|---|---|
| ADJ. | ADJUST | MH | MANHOLE |
| AGG. | AGGREGATE | MIN. | MINIMUM |
| ARCH | ARCHITECT | NWL | NORMAL WATER LEVEL |
| B.A.M. | BITUMINOUS AGGREGATE MIXTURE | P.E. | PRIVATE ENTRANCE |
| B-B | BACK TO BACK | PC | POINT OF CURVATURE |
| B/C | BACK OF CURB | PCC | POINT OF COMPOUND CURVE |
| B/P | BOTTOM OF PIPE | PGL | PROFILE GRADE LINE |
| B/W | BACK OF WALK | PI | POINT OF INTERSECTION |
| B-BOX | BUFFALO BOX | ℄ | PROPERTY LINE |
| BIT. | BITUMINOUS | PP | POWER POLE |
| BM | BENCHMARK | PROP. | PROPOSED |
| B.O. | BY OTHERS | PT | POINT OF TANGENCY |
| C.E. | COMMERCIAL ENTRANCE | PVC | POLYVINYL CHLORIDE PIPE |
| CB | CATCH BASIN | PVC | POINT OF VERTICAL CURVATURE |
| ℄ | CENTERLINE | PVI | POINT OF VERTICAL INTERSECTION |
| CMP | CORRUGATED METAL PIPE | PVT | POINT OF VERTICAL TANGENCY |
| CNTRL | CONTROL | P | PAVEMENT |
| C.O. | CLEANOUT | P.U.D.E. | PUBLIC UTILITY & DRAINAGE |
| CONC. | CONCRETE | EASEMENT | |
| CY | CUBIC YARD | R | RADIUS |
| D | DITCH | R.O.W. | RIGHT-OF-WAY |
| DIA. | DIAMETER | RCP | REINFORCED CONCRETE PIPE |
| DIP | DUCTILE IRON PIPE | REM | REMOVAL |
| DIWM | DUCTILE IRON WATER MAIN | REV | REVERSE |
| DS | DOWNSPOUT | RR | RAILROAD |
| DT | DRAIN TILE | RT | RIGHT |
| E | ELECTRIC | SAN | SANITARY |
| E-E | EDGE TO EDGE | SF | SQUARE FOOT |
| ELEV. | ELEVATION | SHLD. | SHOULDER |
| E/P | EDGE OF PAVEMENT | SL | STREET LIGHT |
| EX. | EXISTING | SMH | SANITARY MANHOLE |
| F.E. | FIELD ENTRANCE | ST | STORM |
| F-F | FACE TO FACE | STA. | STATION |
| F.F. | FINISHED FLOOR | STD | STANDARD |
| FES | FLARED END SECTION | SW | SIDEWALK |
| F/L | FLOW LINE | SY | SQUARE YARDS |
| FM | FORCE MAIN | TBR | TO BE REMOVED |
| G | GROUND | T | TELEPHONE |
| G/F | GRADE AT FOUNDATION | T-A | TYPE A |
| GW | GUY WIRE | T/C | TOP OF CURB |
| HDWL | HEADWALL | T/F | TOP OF FOUNDATION |
| HH | HANDHOLE | T/P | TOP OF PIPE |
| HWL | HIGH WATER LEVEL | T/W | TOP OF WALK |
| HYD. | HYDRANT | T/WALL | TOP OF WALL |
| INL. | INLET | TEMP | TEMPORARY |
| INV. | INVERT | TRANS | TRANSFORMER |
| IP | IRON PIPE | V.B. | VALVE BOX |
| LT | LEFT | VCP | VITRIFIED CLAY PIPE |
| MAX. | MAXIMUM | V.V. | VALVE VAULT |
| MB | MAILBOX | WL | WATER LEVEL |
| M/E | MEET EXISTING | WM | WATER MAIN |

ACCEPTED FOR
COUNTY of KENOSHA

(Date) (Signature & Title of Official)

ORIGINAL PLANS PREPARED BY

WISCONSIN PROFESSIONAL ENGINEER
FRANCES FAZIO
E-29737
CHICAGO, IL

May 15, 2023
(Date)

(Signature)

E

FILE NAME : P:\ALNSMW101\DWG\ENG\FINAL DRAWINGS\HIGHWAY PLAN SET\01-02 TITLE & INDEX.DWG PLOT DATE : 5/15/2023 3:33 PM PLOT BY : NICHOLAS B. ADDANTE PLOT NAME : PLOT SCALE : N.T.S.

WISDOT/CADDS SHEET 10

DIGGERS HOTLINE®

| UTILITY CONTACTS | | |
|---|---|---|
| ELECTRIC<br>WE ENERGIES<br>PO BOX 2046<br>MILWUAKEE, WI 53203<br>(866) 423-0364 | WATER<br>VILLAGE OF SOMERS<br>DEPT. OF PUBLIC WORKS<br>7511 12TH STREET<br>KENOSHA, WI 53144<br>(262) 859-2822 | SEWER<br>VILLAGE OF SOMERS<br>DEPT. OF PUBLIC WORKS<br>7511 12TH STREET<br>KENOSHA, WI 53144<br>(262) 859-2822 |
| GAS<br>WE ENERGIES<br>PO BOX 2046<br>MILWUAKEE, WI 53203<br>(866) 423-0364 | TELEPHONE<br>AT&T WISCONSIN<br>411 7TH STREET<br>RACINE, WI 53403<br>(262) 636-0549 | |

NOTES:

1. THE BOUNDARY LINES AND TOPOGRAPHY FOR THIS PROJECT ARE BASED ON A FIELD SURVEY COMPLETED BY MANHARD CONSULTING, LTD. ON DECEMBER, 10, 2020. THE CONTRACTOR SHALL VERIFY THE EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND SHALL IMMEDIATELY NOTIFY MANHARD CONSULTING AND THE CLIENT IN WRITING OF ANY DIFFERING CONDITIONS.

BENCHMARKS:

SOURCE BENCHMARK/SITE BENCHMARK #1:
FOUND BRASS CAP AT THE WEST 1/4 CORNER OF SECTION 15 TOWNSHIP 2 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, KENOSHA COUNTY, WISCONSIN.

ELEVATION=687.15 DATUM=NGVD29

SITE BENCHMARK #2:
FOUND BRASS CAP AT THE NORTHWEST CORNER OF SECTION 15 TOWNSHIP 2 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, KENOSHA COUNTY, WISCONSIN.

ELEVATION=689.50 (MEASURED)
ELEVATION=689.57 (RECORD) DATUM=NGVD29

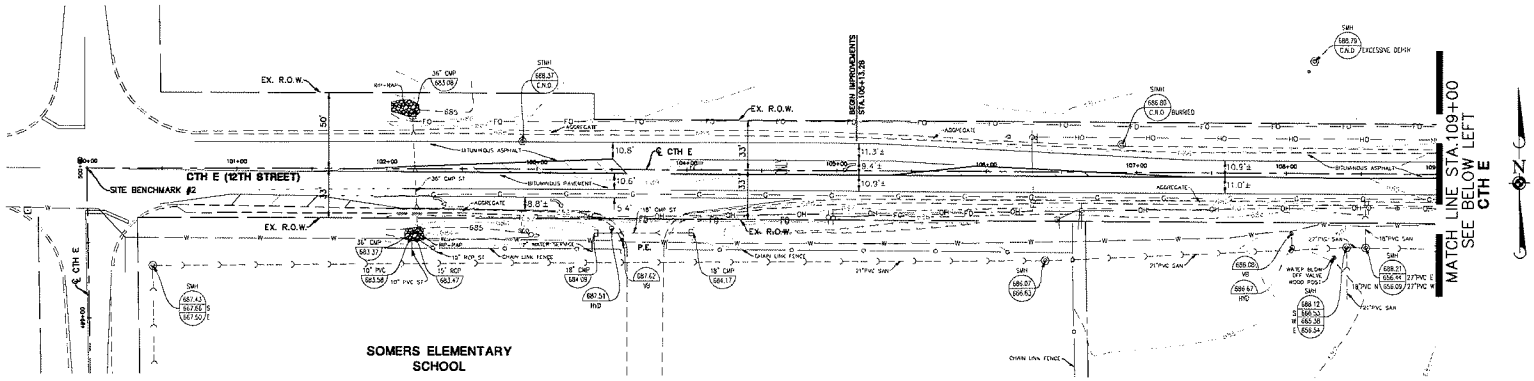
SITE BENCHMARK #3:
SOUTHWEST ARROW BOLT OF THE FIRE HYDRANT LOCATED APPROXIMATELY 30.1 FEET SOUTH OF CENTERLINE OF COUNTY TRUNK HIGHWAY 'E' (12TH STREET) AND APPROXIMATELY 134.8 FEET WEST OF CENTERLINE OF THE UNION PACIFIC RAILROAD/CHICAGO AND NORTHWESTERN RAILWAY COMPANY RAILROAD TRACKS.

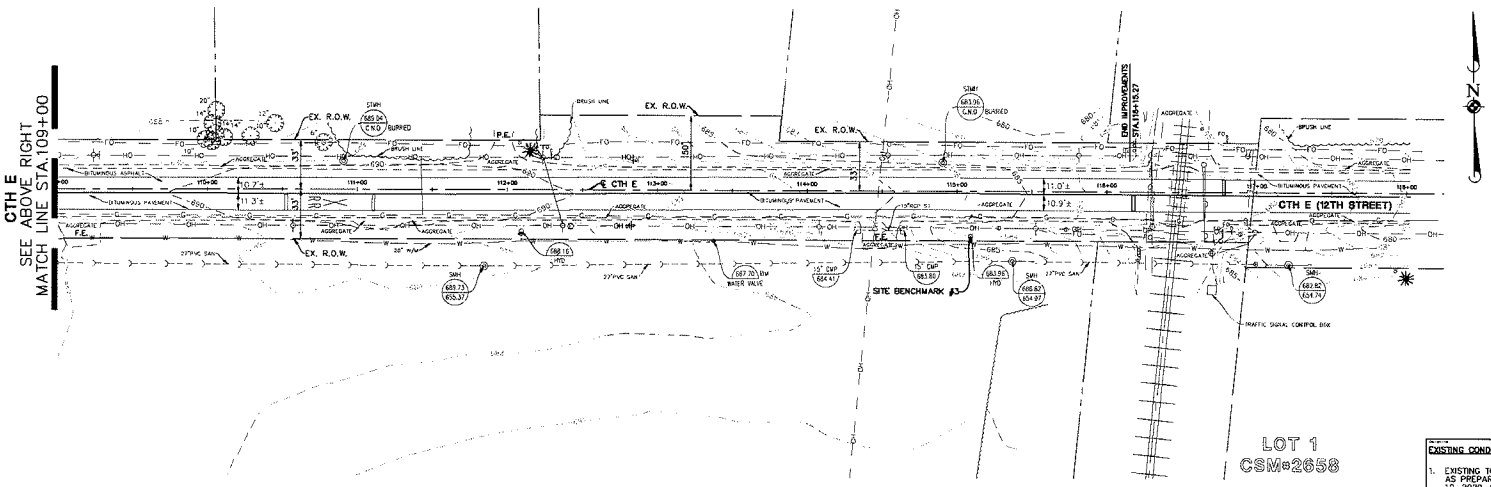
ELEVATION=686.54 DATUM=NGVD29

# INDEX OF SHEETS


| SHEET NO. | DESCRIPTION |
|---|---|
| 1 | TITLE SHEET |
| 2 | INDEX OF SHEETS |
| 3 | EXISTING CONDITIONS – CTH E |
| 4 | EXISTING CONDITIONS – CTH EA |
| 5 | OVERALL PLAN – CTH E |
| 6 | OVERALL PLAN – CTH EA |
| 7 | TYPICAL SECTIONS |
| 8 | DEMOLITION PLAN – CTH E |
| 9 | DEMOLITION PLAN – CTH EA |
| 10 | PLAN AND PROFILE – CTH E STA.103+00 TO STA.108+00 |
| 11 | PLAN AND PROFILE – CTH E STA.108+00 TO STA.113+00 |
| 12 | PLAN AND PROFILE – CTH E STA.113+00 TO STA.117+50 |
| 13 | PLAN AND PROFILE – CTH EA STA.469+00 TO STA.474+50 |
| 14 | PLAN AND PROFILE – CTH EA STA.474+50 TO STA.480+00 |
| 15 | PLAN AND PROFILE – CTH EA STA.480+00 TO STA.485+00 |
| 16 | INTERSECTION GRADING DETAIL – CTH E AND CTH EA |
| 17 | EROSION CONTROL PLAN – CTH E |
| 18 | EROSION CONTROL PLAN – CTH EA |
| 19 | EROSION CONTROL PLAN DETAILS |
| 20 | PAVEMENT MARKING PLAN – CTH E |
| 21 | PAVEMENT MARKING PLAN – CTH EA |
| 22 | ALIGNMENT TIES– CTH E |
| 23 | ALIGNMENT TIES– CTH EA |
| 24 | SUMMARY OF QUANTITIES |
| 25 | CONSTRUCTION DETAIL LIST |
| 26 | STANDARD DETAIL DRAWINGS |
| 27 | STANDARD DETAIL DRAWINGS |
| 28 | STANDARD DETAIL DRAWINGS |
| 29 | STANDARD DETAIL DRAWINGS |
| 30 | STANDARD DETAIL DRAWINGS |
| 31 | STANDARD DETAIL DRAWINGS |
| 32 | STANDARD DETAIL DRAWINGS |
| 33 | STANDARD DETAIL DRAWINGS |
| 34 | STANDARD DETAIL DRAWINGS |
| 35 | STANDARD DETAIL DRAWINGS |
| 36 | STANDARD DETAIL DRAWINGS |
| 37 | STANDARD DETAIL DRAWINGS |
| 38 | STANDARD DETAIL DRAWINGS |
| 39 | STANDARD DETAIL DRAWINGS |
| 40 | STANDARD DETAIL DRAWINGS |
| 41 | STANDARD DETAIL DRAWINGS |
| 42 | STANDARD DETAIL DRAWINGS |
| 43 | STANDARD DETAIL DRAWINGS |
| 44 | STANDARD DETAIL DRAWINGS |
| 45 | STANDARD DETAIL DRAWINGS |
| 46 | STANDARD DETAIL DRAWINGS |
| 47 | STANDARD DETAIL DRAWINGS |
| 48 | STANDARD DETAIL DRAWINGS |
| 49 | STANDARD DETAIL DRAWINGS |
| 50 | SIGN PLATES |
| 51 | SIGN PLATES |
| 52 | CROSS SECTION CTH E – STA.105+00 TO STA.109+50 |
| 53 | CROSS SECTION CTH E – STA.110+00 TO STA.112+00 |
| 54 | CROSS SECTION CTH E – STA.112+50 TO STA.116+50 |
| 55 | CROSS SECTION CTH EA – STA.469+50 TO STA.472+99 |
| 56 | CROSS SECTION CTH EA – STA.473+50 TO STA.478+00 |
| 57 | CROSS SECTION CTH EA – STA.478+50 TO STA.483+00 |
| 58 | CROSS SECTION CTH EA – STA.483+50 TO STA.484+00 |

2




**EXISTING CONDITIONS NOTES:**

1. EXISTING TOPOGRAPHY SHOWN REPRESENTS SITE CONDITIONS AS PREPARED BY MANHARD CONSULTING, LTD. ON DECEMBER 10, 2020. CONTRACTOR SHALL FIELD CHECK EXISTING ELEVATIONS AND CONDITIONS PRIOR TO CONSTRUCTION AND NOTIFY ARCHITECT AND ENGINEER OF ANY DISCREPANCIES PRIOR TO STARTING CONSTRUCTION.
2. THE UNDERGROUND UTILITY INFORMATION AS SHOWN HEREON IS BASED, IN PART, UPON INFORMATION FURNISHED BY UTILITY COMPANIES AND THE LOCAL MUNICIPALITY. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, ITS ACCURACY AND COMPLETENESS CANNOT BE GUARANTEED NOR CERTIFIED TO.

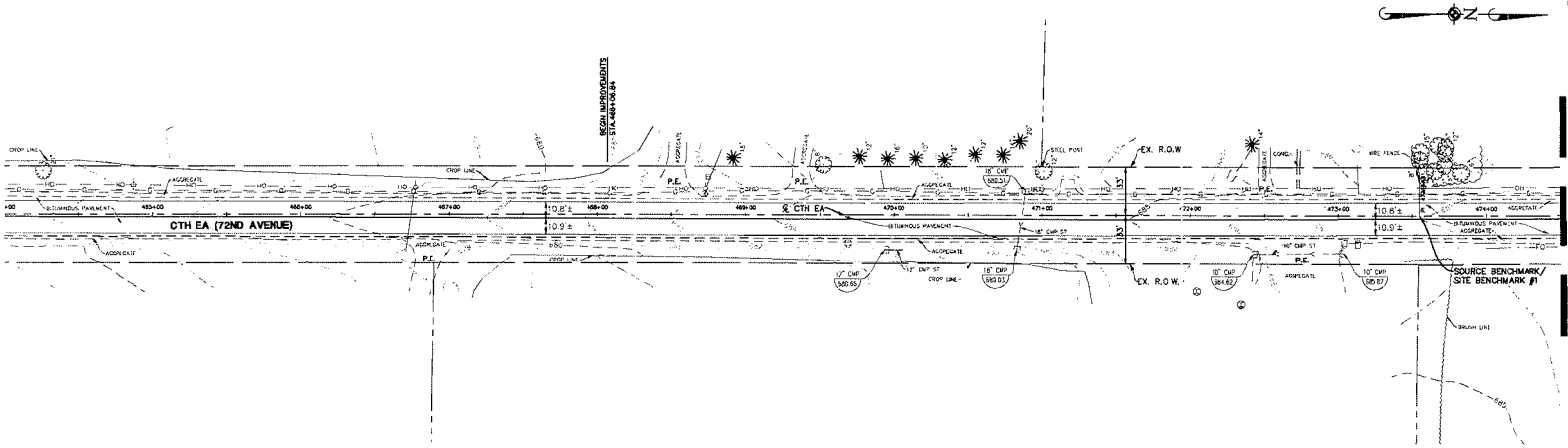
| PROJECT NO: RD 24-001 | HWY: CTH-E AND CTH-EA | COUNTY: KENOSHA | EXISTING CONDITIONS - CTH E | SHEET 3 | E |
|---|---|---|---|---|---|

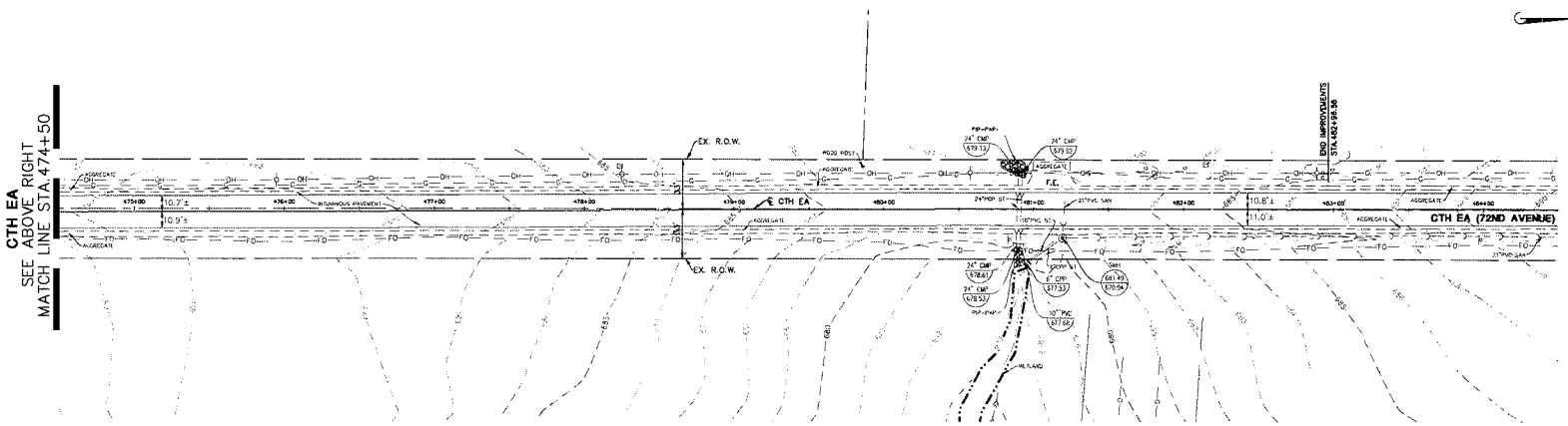
FILE NAME : P:\ALNSMWI01\DWG\ENG\FINAL DRAWINGS\HIGHWAY PLAN SET\03-04-EXISTING CONDITIONS.DWG PLOT DATE : 5/15/2023 3:33 PM PLOT BY : NICHOLAS B. ADDANTE PLOT NAME : PLOT SCALE : 1"=40'

WISDOT/CADDS SHEET 42

2

SCALE: 1"=40'




**EXISTING CONDITIONS NOTES:**

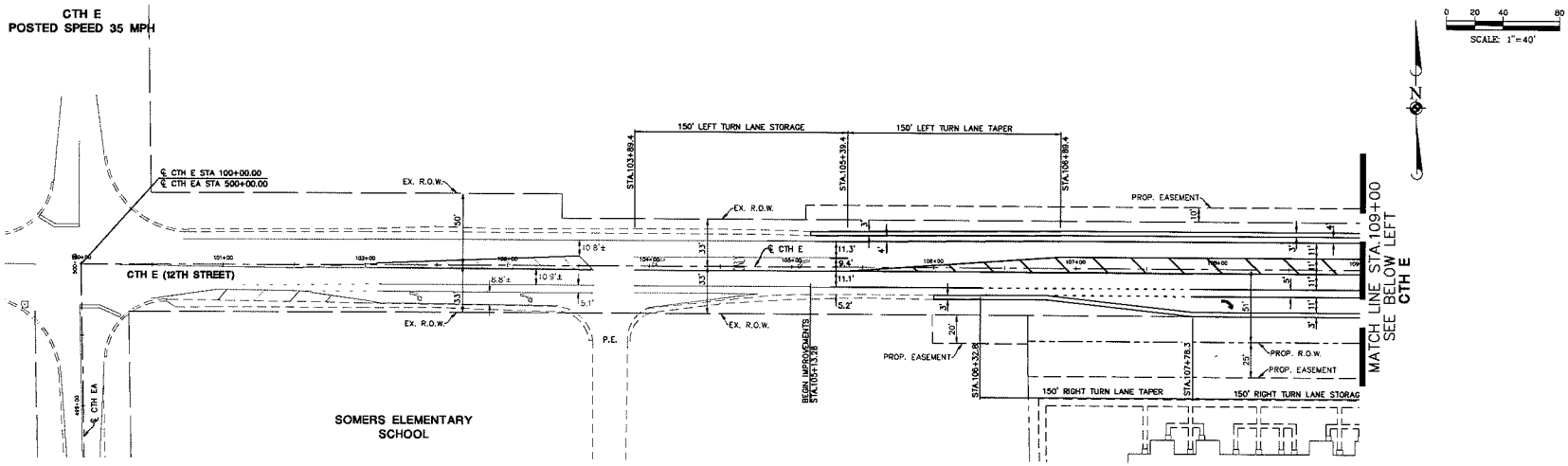
1. EXISTING TOPOGRAPHY SHOWN REPRESENTS SITE CONDITIONS AS PREPARED BY MANHARD CONSULTING, LTD. ON DECEMBER 10, 2020. CONTRACTOR SHALL FIELD CHECK EXISTING ELEVATIONS AND CONDITIONS PRIOR TO CONSTRUCTION AND NOTIFY ARCHITECT AND ENGINEER OF ANY DISCREPANCIES PRIOR TO STARTING CONSTRUCTION.
2. THE UNDERGROUND UTILITY INFORMATION AS SHOWN HEREON IS BASED, IN PART, UPON INFORMATION FURNISHED BY UTILITY COMPANIES AND THE LOCAL MUNICIPALITY. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, ITS ACCURACY AND COMPLETENESS CANNOT BE GUARANTEED NOR CERTIFIED TO.

| PROJECT NO: RD 24-001 | HWY: CTH-E AND CTH-EA | COUNTY: KENOSHA | EXISTING CONDITIONS - CTH EA | SHEET 4 | E |
|---|---|---|---|---|---|

FILE NAME : P:\ALNSM\W101\DWG\ENG\FINAL DRAWINGS\HIGHWAY PLAN SET\03-04-EXISTING CONDITIONS.DWG PLOT DATE : 5/15/2023 3:33 PM PLOT BY : NICHOLAS B. ADDANTE PLOT NAME : PLOT SCALE : 1"=40'

WISDOT/CADDS SHEET 42

2

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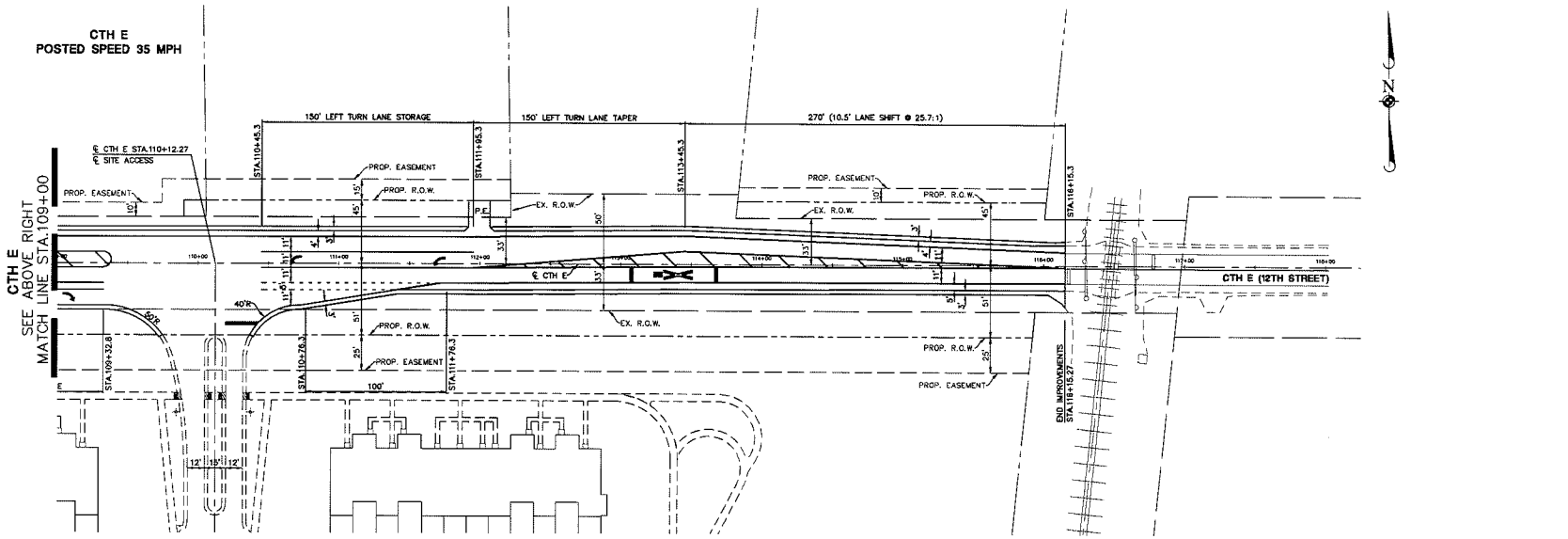
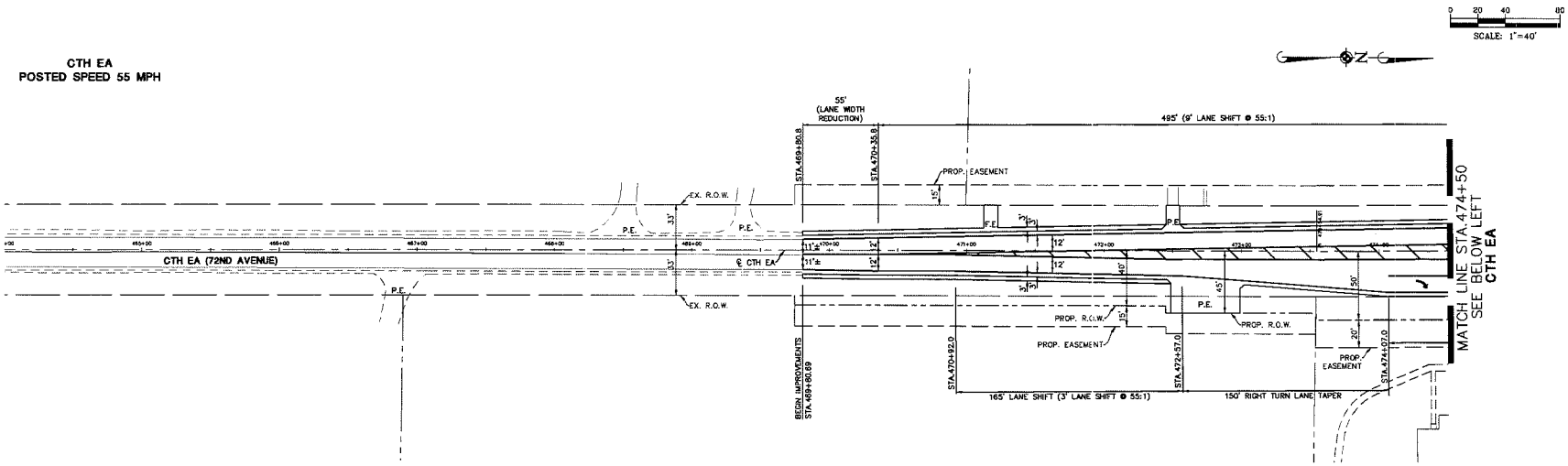



| PROJECT NO: RD 24-001 | HWY: CTH-E AND CTH-EA | COUNTY: KENOSHA | OVERALL PLAN - CTH E | SHEET 5 | E |
|---|---|---|---|---|---|

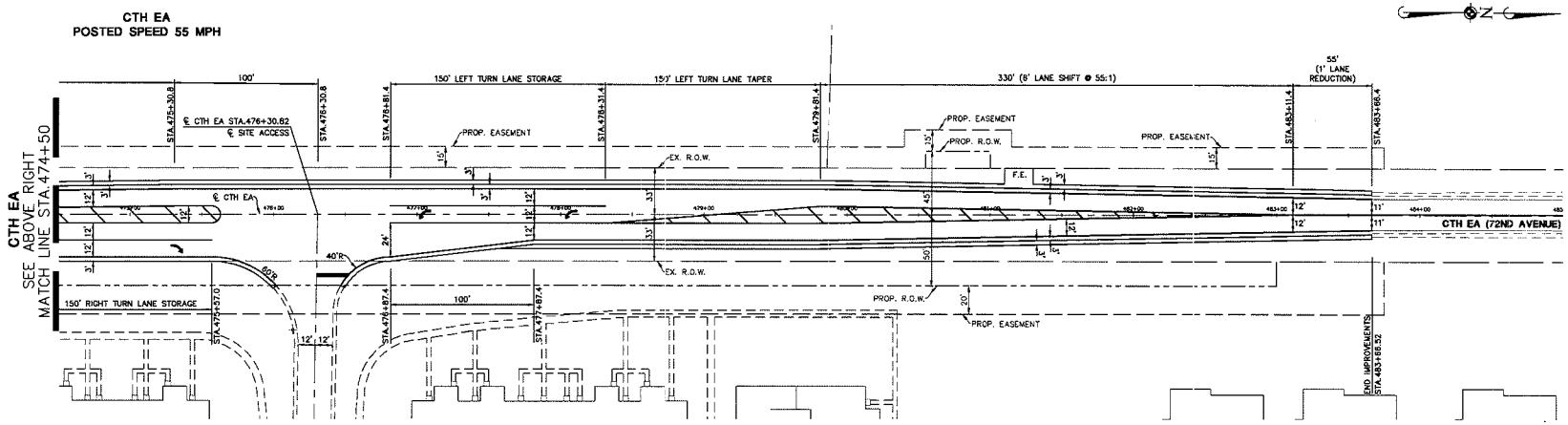
FILE NAME : P:\ALNSMWI01\DWG\ENG\FINAL DRAWINGS\HIGHWAY PLAN SET\05-06-OVERALL PLAN.DWG PLOT DATE : 5/15/2023 3:34 PM PLOT BY : NICHOLAS B. ADDANTE PLOT NAME : PLOT SCALE : 1"=40'

WISDOT/CADDS SHEET 42

2




# OVERALL PLAN



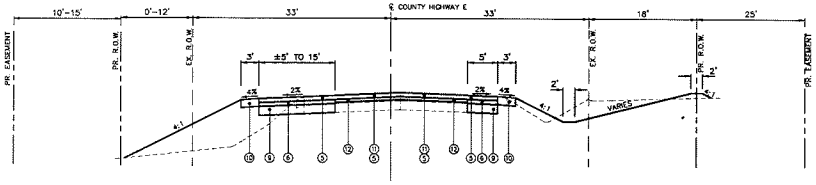

2

| PROJECT NO: RD 24-001 | HWY: CTH-E AND CTH-EA | COUNTY: KENOSHA | OVERALL PLAN - CTH EA | SHEET 6 | E |
|---|---|---|---|---|---|

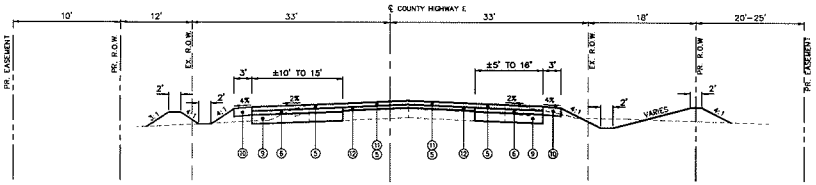
FILE NAME : P:\ALNSMWI01\DWG\ENG\FINAL DRAWINGS\HIGHWAY PLAN SET\05-06-OVERALL PLAN.DWG PLOT DATE : 5/15/2023 3:34 PM PLOT BY : NICHOLAS B. ADDANTE PLOT NAME : PLOT SCALE : 1"=40'

WISDOT/CADDS SHEET 42

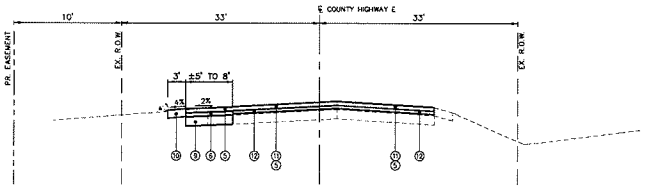
2



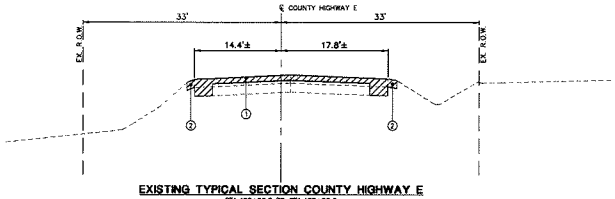

**PROPOSED TYPICAL SECTION COUNTY HIGHWAY E**
STA.109+50 TO STA.116+15.3




**PROPOSED TYPICAL SECTION COUNTY HIGHWAY E**
STA.106+00 TO STA.109+50




**PROPOSED TYPICAL SECTION COUNTY HIGHWAY E**
STA.105+13.3 TO STA.106+00

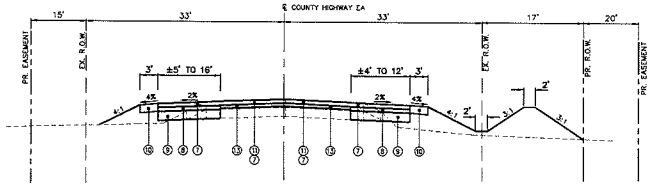



**EXISTING TYPICAL SECTION COUNTY HIGHWAY E**
STA.468+06.8 TO STA.482+96.6

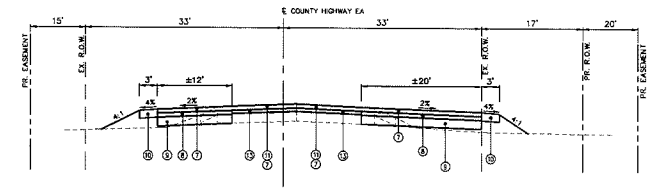
## PAVING LEGEND

1. EX. HMA PAVEMENT
2. EX. AGGREGATE SHOULDER
3. EX. 30" CURB AND GUTTER
4. EX. HMA SHOULDER
5. 4 LT 58-28 S (SURFACE COURSE) – 2.5"
6. 3 LT 58-28 S (BINDER COURSE) – 6"
7. 4 LT 58-28 S (SURFACE COURSE) – 2"
8. 3 LT 58-28 S (BINDER COURSE) – 4"
9. BASE AGGREGATE DENSE 1.25" – 12"
10. AGGREGATE SHOULDER
11. MILL AND PULVERIZE 5" MIN.
12. 3 LT 58-28 S (COURSE) – 2.5"
13. 3 LT 58-28 S (BINDER COURSE) – 3"

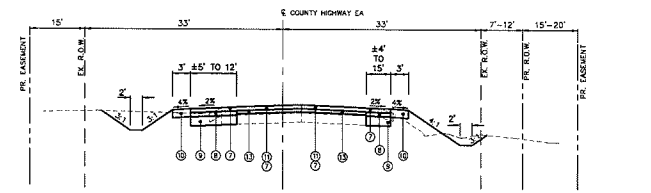
TO BE REMOVED



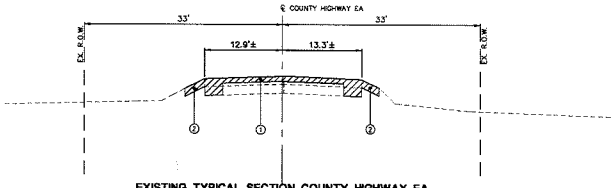

**PROPOSED TYPICAL SECTION COUNTY HIGHWAY EA**
STA.478+75 TO STA.482+96.6




**PROPOSED TYPICAL SECTION COUNTY HIGHWAY EA**
STA.473+75 TO STA.478+75




**PROPOSED TYPICAL SECTION COUNTY HIGHWAY EA**
STA.468+06.8 TO STA.473+75




**EXISTING TYPICAL SECTION COUNTY HIGHWAY EA**
STA.468+06.8 TO STA.482+96.6

2

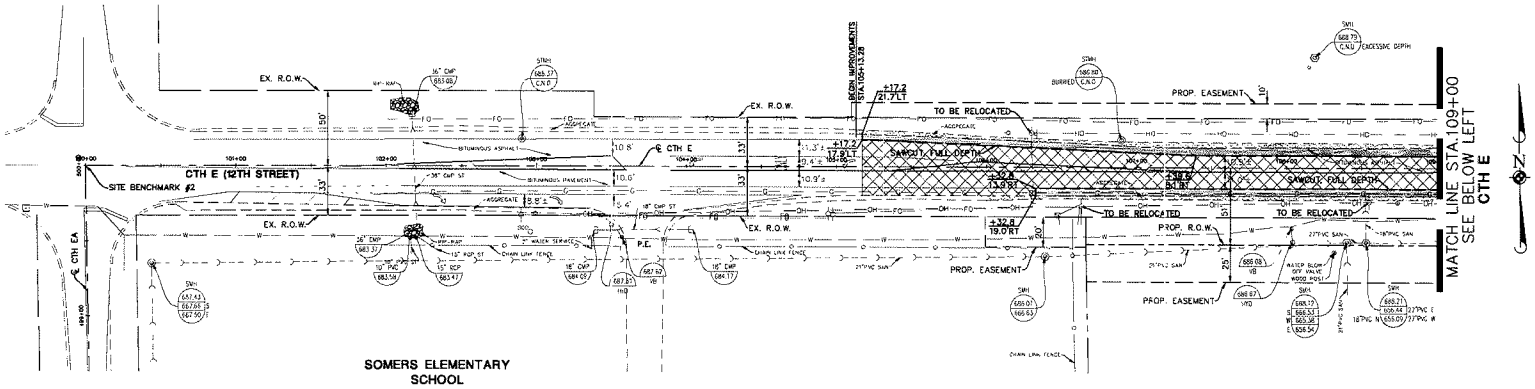
| PROJECT NO: RD 24-001 | HWY: CTH-E AND CTH-EA | COUNTY: KENOSHA | TYPICAL SECTIONS | SHEET 7 | E |
|---|---|---|---|---|---|

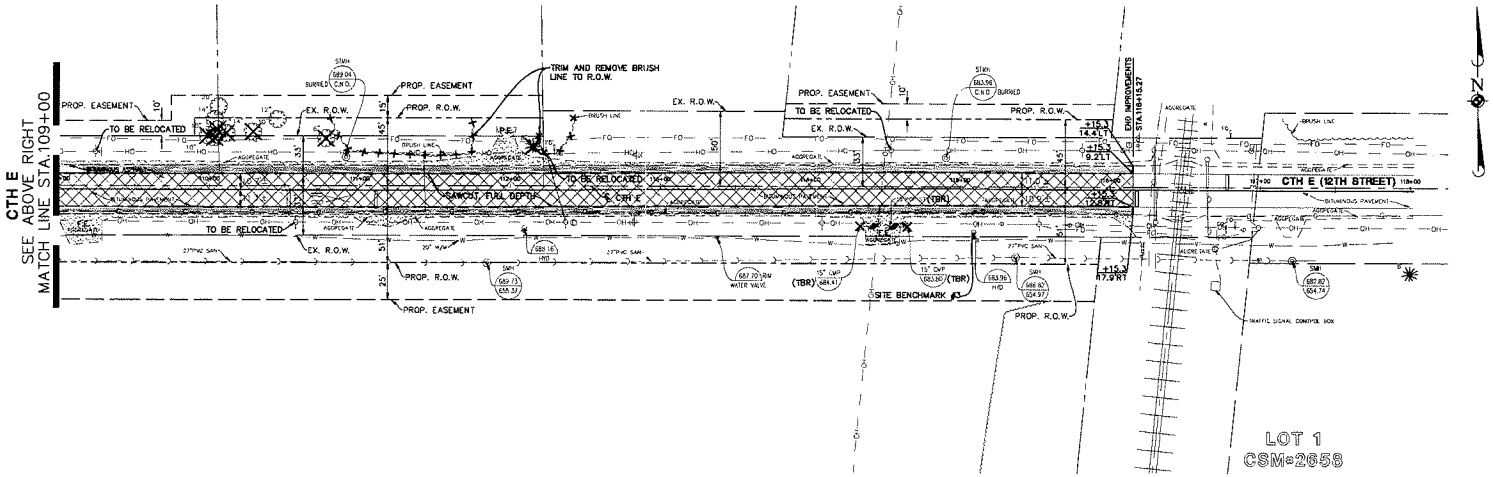
FILE NAME : P:\ALNSMW101\DWG\ENG\FINAL DRAWINGS\HIGHWAY PLAN SET\07-TYPICAL SHEETS.DWG PLOT DATE : 5/15/2023 3:34 PM PLOT BY : NICHOLAS B. ADDANTE PLOT NAME : PLOT SCALE : 1"=10'

WISDOT/CADDS SHEET 42

2

SCALE: 1"=40'




## DEMOLITION LEGEND

- BITUMINOUS PAVEMENT AND BASE TO BE REMOVED
- AGGREGATE AND BASE TO BE REMOVED
- SAWCUT LINE
- FENCE, RETAINING WALL, RAILROAD TIES, POLES, CURB AND GUTTER, ETC. TO BE REMOVED
- UTILITY STRUCTURE TO BE REMOVED
- UTILITY LINE REMOVAL, FILL OR ABANDONMENT (REFER TO SPECIFICATIONS)
- TREE TO BE REMOVED
- (TBR) TO BE REMOVED
- (TR) TO REMAIN

## DEMOLITION NOTES:

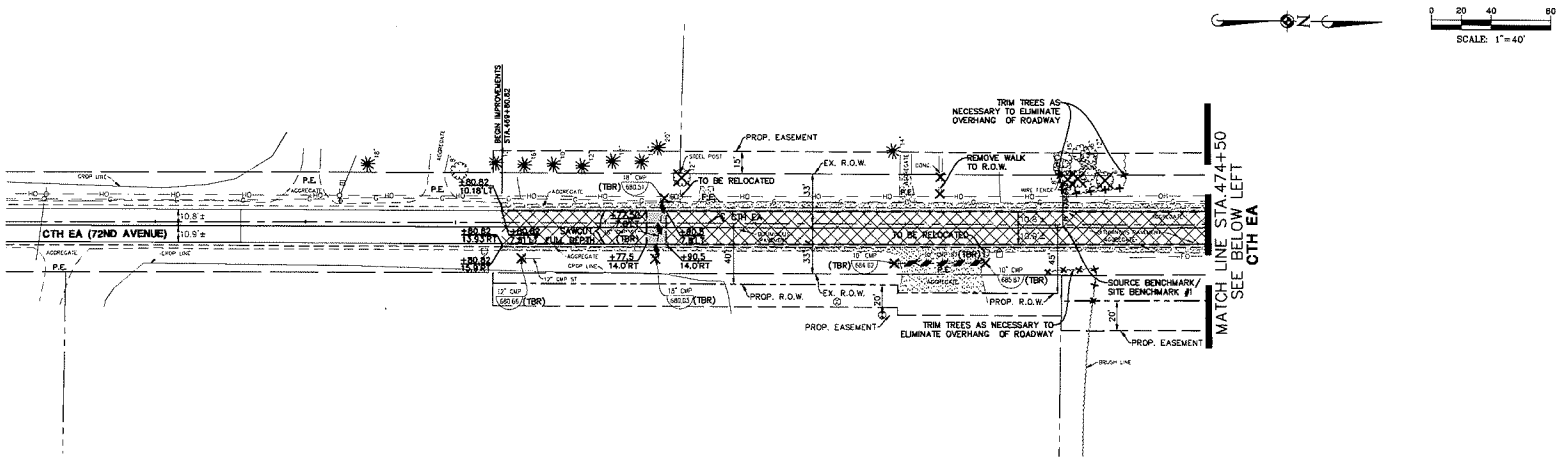
1. DEMOLITION PLAN REPRESENT SITE CONDITIONS AS OF DECEMBER 15, 2017. CONTRACTOR SHALL INSPECT SITE PRIOR TO BIDDING WORK TO VERIFY ACTUAL FIELD CONDITIONS AS PORTIONS OF THE DEMOLITION WORK MAY HAVE SINCE BEEN COMPLETED. CONTRACTOR SHALL BE RESPONSIBLE TO COMPLETE ALL DEMOLITION WORK AS PER PLANS TO PREPARE THE SITE FOR CONSTRUCTION OF PROPOSED IMPROVEMENTS.
2. THE UNDERGROUND UTILITY INFORMATION AS SHOWN HEREON IS BASED, IN PART, UPON INFORMATION FURNISHED BY UTILITY COMPANIES AND THE LOCAL MUNICIPALITY. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, ITS ACCURACY AND COMPLETENESS CANNOT BE GUARANTEED NOR CERTIFIED TO.
3. THE CONTRACTOR IS RESPONSIBLE FOR DEMOLITION, REMOVAL AND DISPOSAL (IN A LOCATION APPROVED BY ALL JURISDICTIONAL GOVERNING ENTITIES) OF ALL STRUCTURES, PADS, WALLS, FLUMES, FOUNDATIONS, ROAD, PARKING LOTS, DRIVES, DRAINAGE STRUCTURES, UTILITIES, ETC., SUCH THAT THE IMPROVEMENTS SHOWN ON THESE PLANS CAN BE CONSTRUCTED. ALL DEMOLITION WORK SHALL BE IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL REQUIREMENTS. ALL FACILITIES TO BE REMOVED SHALL BE UNDERCUT TO SUITABLE MATERIAL AND BROUGHT TO GRADE WITH SUITABLE COMPACTED FILL MATERIAL PER THE SPECIFICATIONS.
4. REFER TO SPECIFICATIONS SHEET FOR DEMOLITION NOTES.

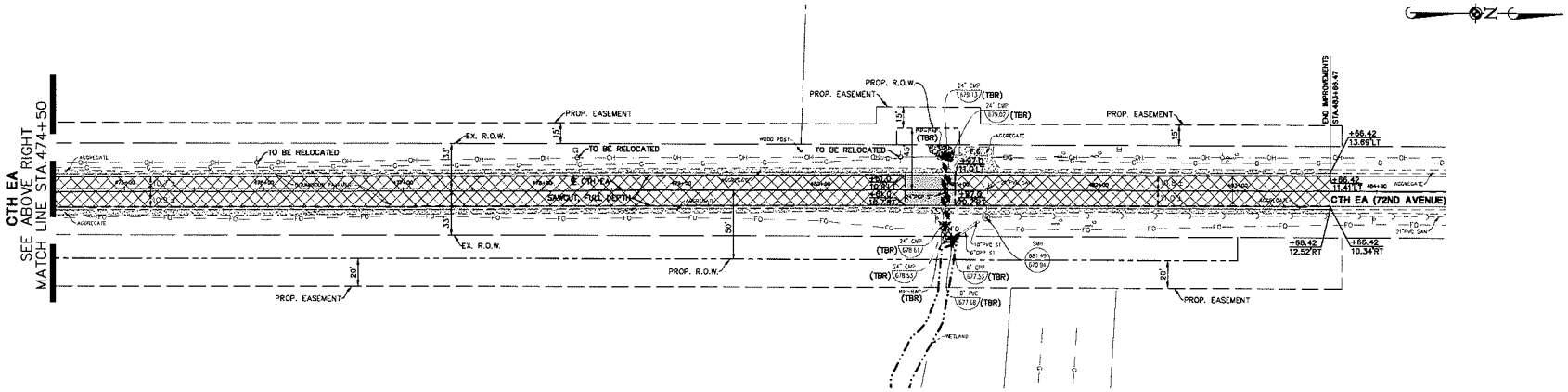
| PROJECT NO: RD 24-001 | HWY: CTH-E AND CTH-EA | COUNTY: KENOSHA | DEMOLITION PLAN - CTH E | SHEET 8 | E |
|---|---|---|---|---|---|

FILE NAME : P:\ALNSMWI01\DWG\ENG\FINAL DRAWINGS\HIGHWAY PLAN SET\08-09 DEMO PLAN.DWG PLOT DATE : 5/15/2023 3:34 PM PLOT BY : NICHOLAS B. ADDANTE PLOT NAME PLOT SCALE : 1"=40'

WISDOT/CADDS SHEET 42

2




## DEMOLITION LEGEND

- BITUMINOUS PAVEMENT AND BASE TO BE REMOVED
- AGGREGATE AND BASE TO BE REMOVED
- SAWCUT LINE
- FENCE, RETAINING WALL, RAILROAD TIES, POLES, CURB AND GUTTER, ETC. TO BE REMOVED
- UTILITY STRUCTURE TO BE REMOVED
- UTILITY LINE REMOVAL, FILL OR ABANDONMENT (REFER TO SPECIFICATIONS)
- TREE TO BE REMOVED
- (TBR) TO BE REMOVED
- (TR) TO REMAIN

## DEMOLITION NOTES:

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2. THE UNDERGROUND UTILITY INFORMATION AS SHOWN HEREON IS BASED, IN PART, UPON INFORMATION FURNISHED BY UTILITY COMPANIES AND THE LOCAL MUNICIPALITY. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, ITS ACCURACY AND COMPLETENESS CANNOT BE GUARANTEED NOR CERTIFIED TO.
3. THE CONTRACTOR IS RESPONSIBLE FOR DEMOLITION, REMOVAL AND DISPOSAL (IN A LOCATION APPROVED BY ALL JURISDICTIONAL GOVERNING ENTITIES) OF ALL STRUCTURES, PADS, WALLS, FLUMES, FOUNDATIONS, ROAD, PARKING LOTS, DRIVES, DRAINAGE STRUCTURES, UTILITIES, ETC., SUCH THAT THE IMPROVEMENTS SHOWN ON THESE PLANS CAN BE CONSTRUCTED. ALL DEMOLITION WORK SHALL BE IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL REQUIREMENTS. ALL FACILITIES TO BE REMOVED SHALL BE UNDERCUT TO SUITABLE MATERIAL AND BROUGHT TO GRADE WITH SUITABLE COMPACTED FILL MATERIAL PER THE SPECIFICATIONS.
4. REFER TO SPECIFICATIONS SHEET FOR DEMOLITION NOTES.

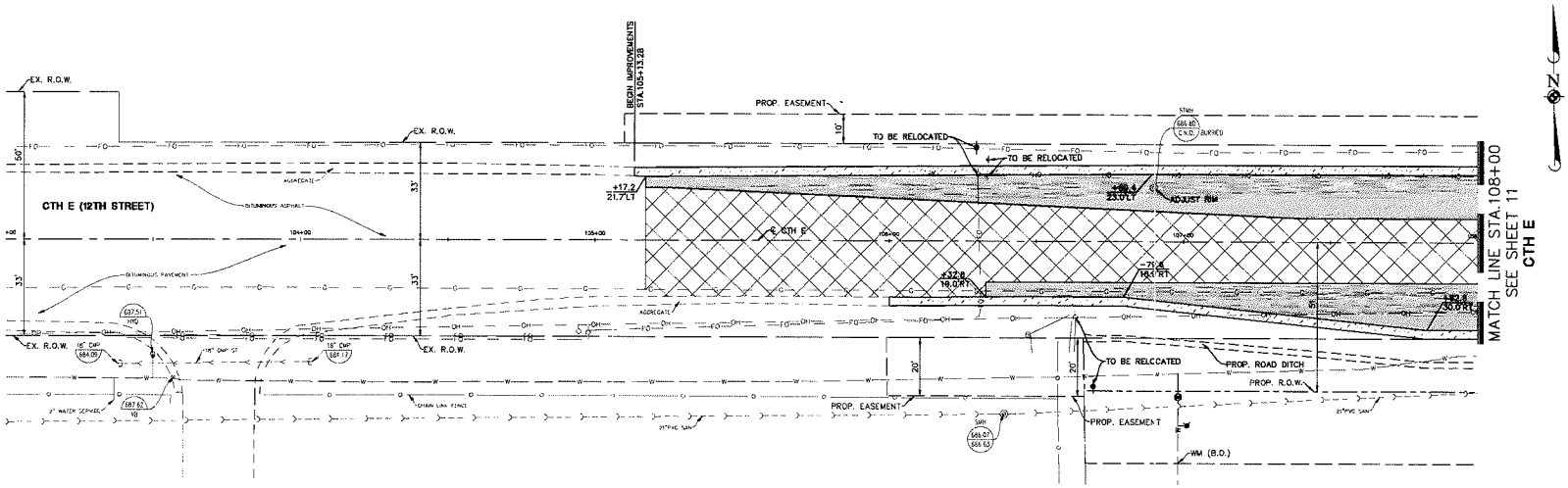
| PROJECT NO: RD 24-001 | HWY: CTH-E AND CTH-EA | COUNTY: KENOSHA | DEMOLITION PLAN - CTH EA | SHEET 9 | E |
|---|---|---|---|---|---|

FILE NAME : P:\ALNSMWI01\DWG\ENG\FINAL DRAWINGS\-HIGHWAY PLAN SET\08-09 DEMO PLAN.DWG PLOT DATE : 5/15/2023 3:34 PM PLOT BY : NICHOLAS B. ADDANTE PLOT NAME : PLOT SCALE : 1"=40'

WISDOT/CADDS SHEET 42

2

SCALE: 1"=20'

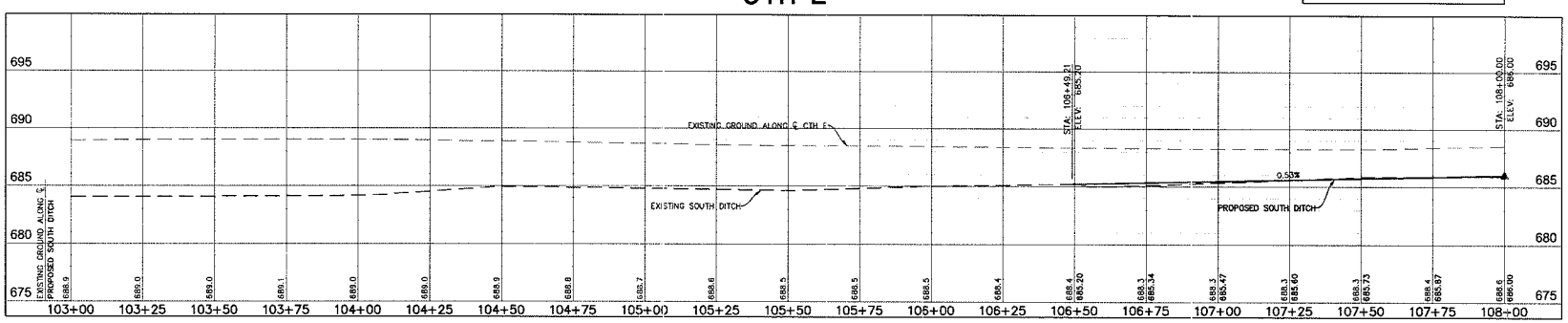



PAVING LEGEND (SEE TYPICAL SECTION FOR MATERIAL)

ASPHALT WIDENING | AGGREGATE SHOULDER | MILL AND OVERLAY

NOTE:
1. CONTRACTOR TO VERIFY EXACT LOCATION AND ELEVATION OF EXISTING UTILITIES AT LOCATIONS OF CONFLICT. CONTRACTOR TO NOTIFY ENGINEER WITH ANY DISCREPANCIES.
2. FOR SIGN REMOVAL, REPLACEMENT AND OR RELOCATION, SEE PAVEMENT MARKING AND SIGNING PLAN.
3. ALL DIMENSIONS TO EDGE OF PAVEMENT.

## CTH E

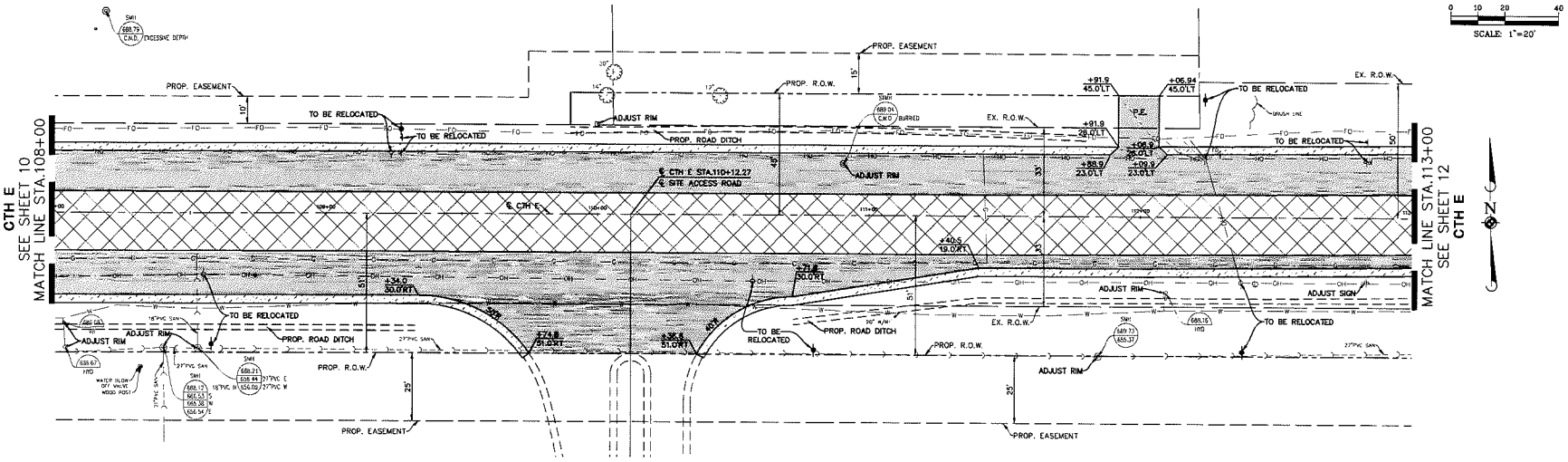



| PROJECT NO: RD 24-001 | HWY: CTH-E AND CTH-EA | COUNTY: KENOSHA | PLAN AND PROFILE - CTH E STA.103+00 TO STA.108+00 | SHEET 10 | E |
|---|---|---|---|---|---|

FILE NAME: P:\ALNSMW001\DWG\ENG\FINAL DRAWINGS\HIGHWAY PLAN SET\10-12 PLAN AND PROFILE E.DWG PLOT DATE: 5/15/2023 3:34 PM PLOT BY: NICHOLAS B. ADDANTE PLOT NAME PLOT SCALE: H:1"=20',V:1"=5'

WISDOT/CADDS SHEET 42

2

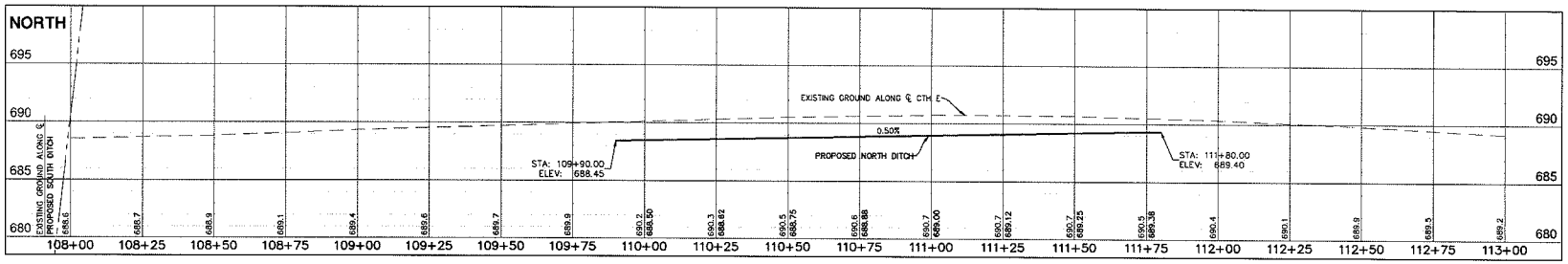


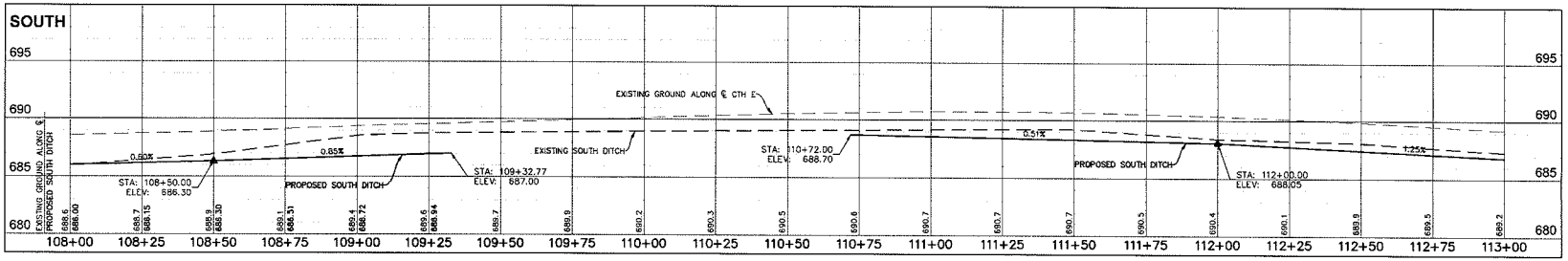

PAVING LEGEND (SEE TYPICAL SECTION FOR MATERIAL)

ASPHALT WIDENING | AGGREGATE SHOULDER | MILL AND OVERLAY

NOTE:
1. CONTRACTOR TO VERIFY EXACT LOCATION AND ELEVATION OF EXISTING UTILITIES AT LOCATIONS OF CONFLICT. CONTRACTOR TO NOTIFY ENGINEER WITH ANY DISCREPANCIES.
2. FOR SIGN REMOVAL, REPLACEMENT AND OR RELOCATION, SEE PAVEMENT MARKING AND SIGNING PLAN.
3. ALL DIMENSIONS TO EDGE OF PAVEMENT.

## CTH E



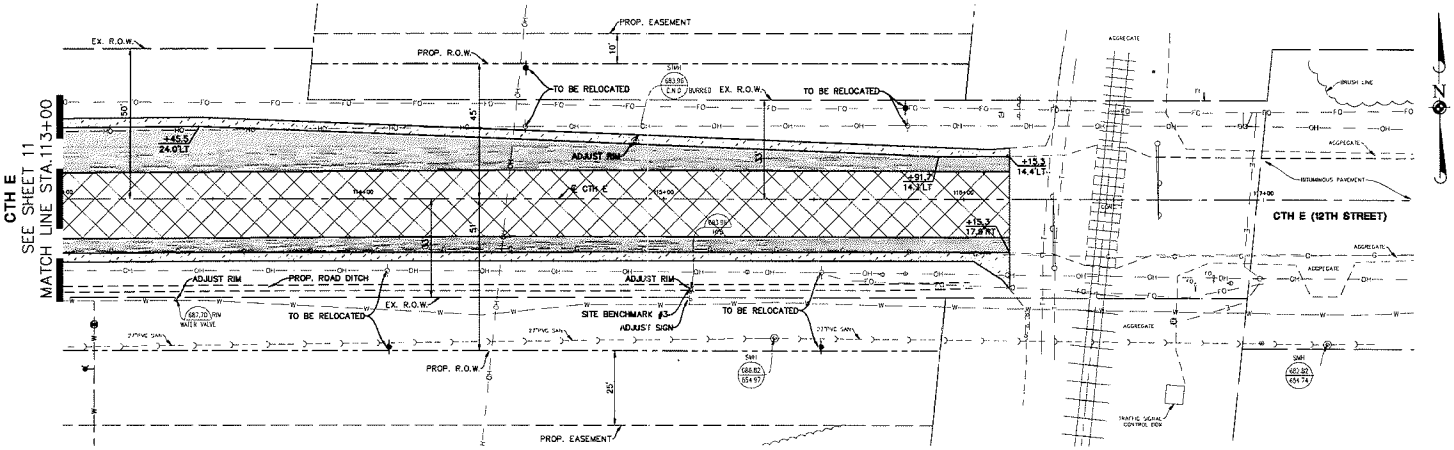

| PROJECT NO: RD 24-001 | HWY: CTH-E AND CTH-EA | COUNTY: KENOSHA | PLAN AND PROFILE - CTH E STA.108+00 TO STA.113+00 | SHEET 11 | E |
|---|---|---|---|---|---|

FILE NAME : P:\ALNSMWI01\DWG\ENG\FINAL DRAWINGS\HIGHWAY PLAN SET\10-12 PLAN AND PROFILE E.DWG PLOT DATE : 5/15/2023 3:35 PM PLOT BY : NICHOLAS B. ADDANTE PLOT NAME : PLOT SCALE : H:1"=20',V:1"=5'

WISDOT/CADDS SHEET 42

2

SCALE: 1"=20'

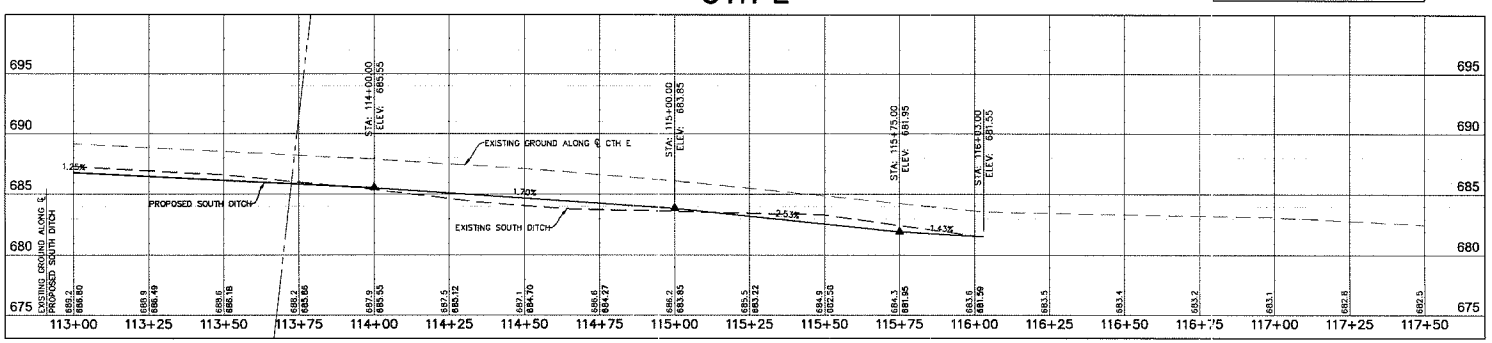



PAVING LEGEND (SEE TYPICAL SECTION FOR MATERIAL)

ASPHALT WIDENING | AGGREGATE SHOULDER | MILL AND OVERLAY

NOTE:
1. CONTRACTOR TO VERIFY EXACT LOCATION AND ELEVATION OF EXISTING UTILITIES AT LOCATIONS OF CONFLICT. CONTRACTOR TO NOTIFY ENGINEER WITH ANY DISCREPANCIES.
2. FOR SIGN REMOVAL, REPLACEMENT AND OR RELOCATION, SEE PAVEMENT MARKING AND SIGNING PLAN.
3. ALL DIMENSIONS TO EDGE OF PAVEMENT.

## CTH E

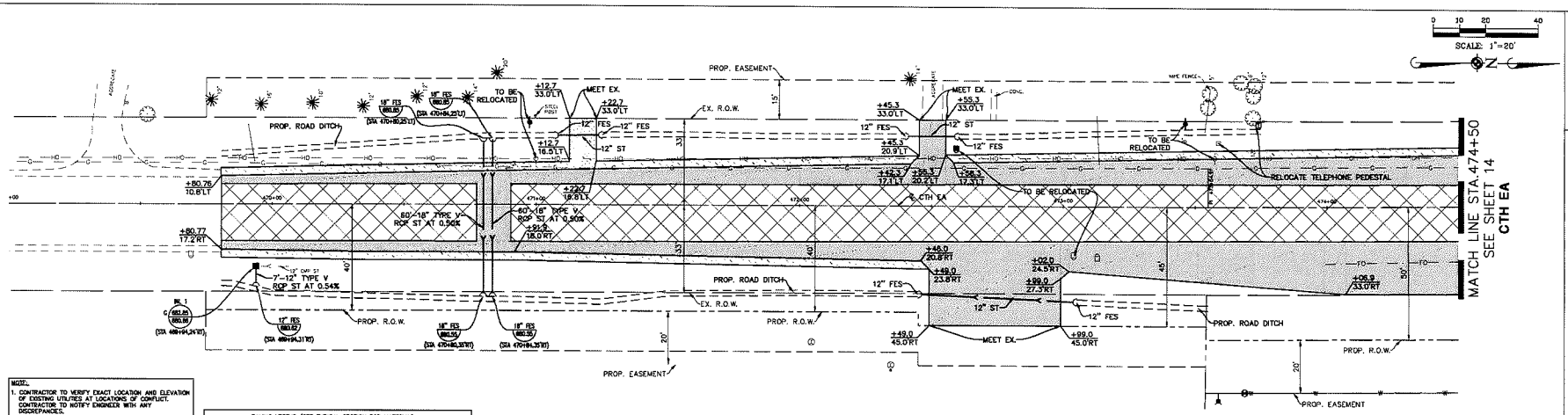



| PROJECT NO: RD 24-001 | HWY: CTH-E AND CTH-EA | COUNTY: KENOSHA | PLAN AND PROFILE - CTH E STA.113+00 TO STA.117+50 | SHEET 12 | E |
|---|---|---|---|---|---|

FILE NAME : P:\ALNSMW101\DWG\ENG\FINAL DRAWINGS\HIGHWAY PLAN SET\10-12 PLAN AND PROFILE E.DWG PLOT DATE : 5/15/2023 3:35 PM PLOT BY : NICHOLAS B. ADDANTE PLOT NAME PLOT SCALE : H:1"=20',V:1"=5'

WISDOT/CADDS SHEET 42

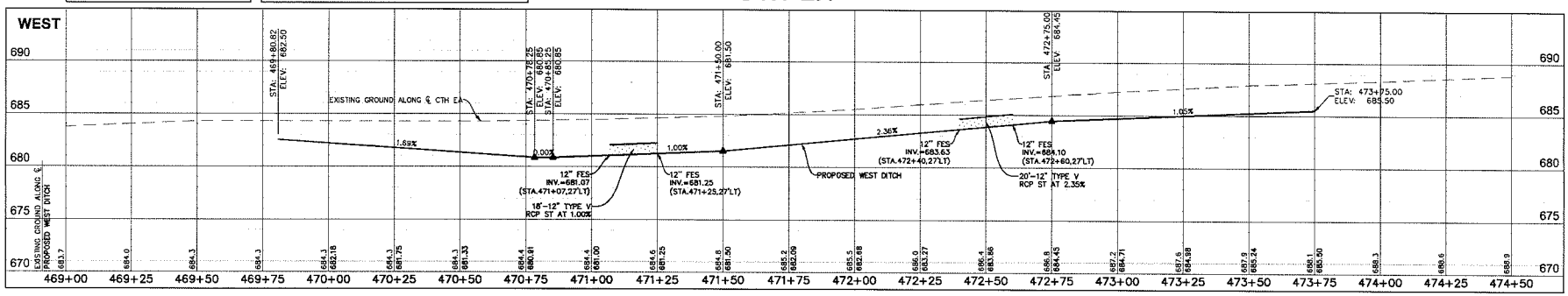
2

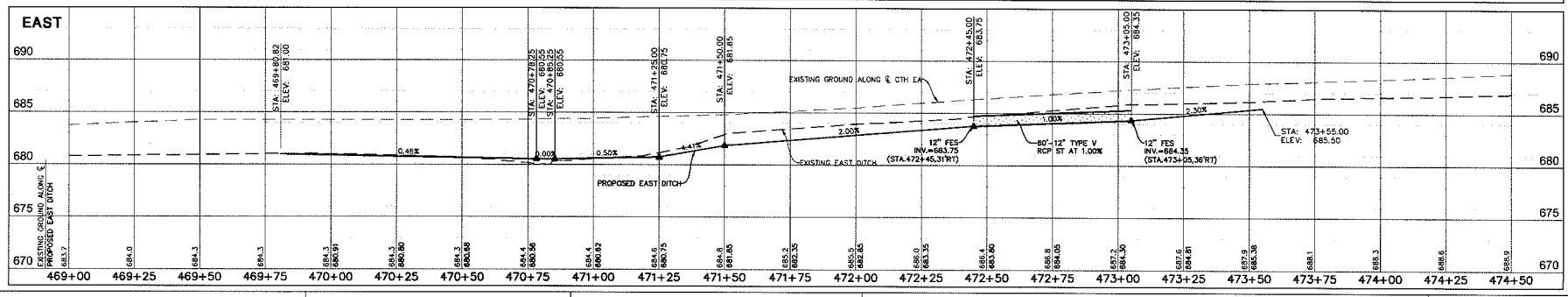



NOTE:
1. CONTRACTOR TO VERIFY EXACT LOCATION AND ELEVATION OF EXISTING UTILITIES AT LOCATIONS OF CONFLICT. CONTRACTOR TO NOTIFY ENGINEER WITH ANY DISCREPANCIES.
2. FOR SIGN REMOVAL, REPLACEMENT AND OR RELOCATION, SEE PAVEMENT MARKING AND SIGNING PLAN.
3. ALL DIMENSIONS TO EDGE OF PAVEMENT.

PAVING LEGEND (SEE TYPICAL SECTION FOR MATERIAL)
ASPHALT WIDENING | AGGREGATE SHOULDER | MILL AND OVERLAY

# CTH EA



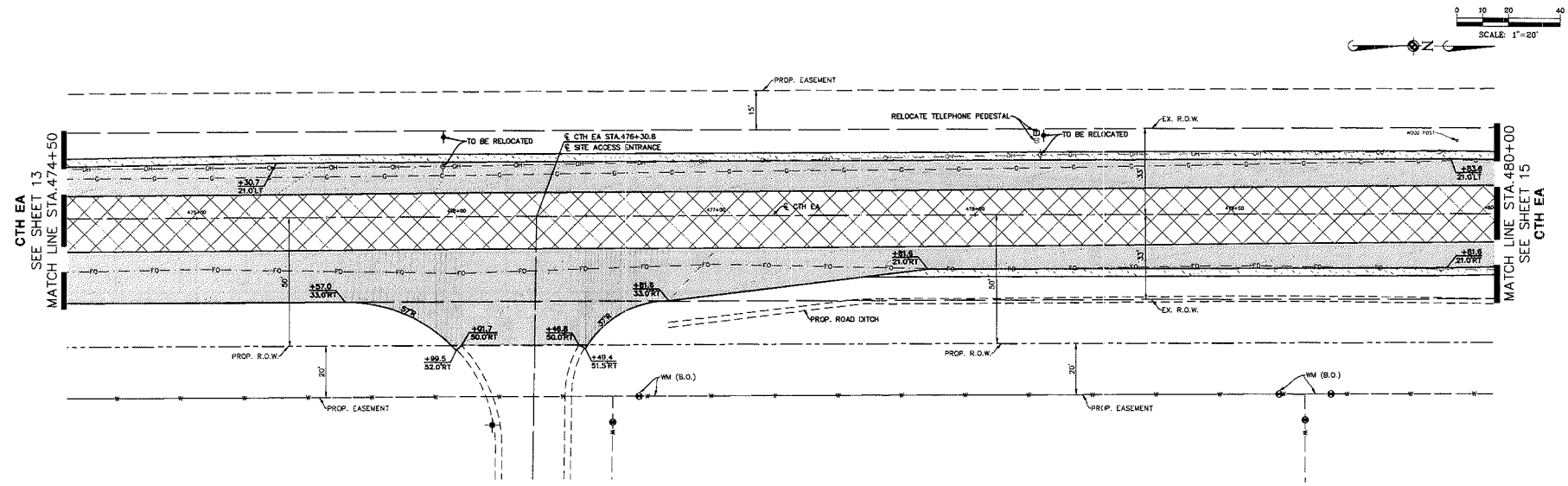




| PROJECT NO: RD 24-001 | HWY: CTH-E AND CTH-EA | COUNTY: KENOSHA | PLAN AND PROFILE - CTH EA STA.469+00 TO STA.474+50 | SHEET 13 | E |
|---|---|---|---|---|---|

FILE NAME : P:\ALNSMW001\DWG\ENG\FINAL DRAWINGS\HIGHWAY PLAN SET\13-15-PLAN AND PROFILE EA.DWG PLOT DATE : 5/15/2023 3:35 PM PLOT BY : NICHOLAS B. ADDANTE PLOT NAME : PLOT SCALE : H:1"=20',V:1"=5'

WISDOT/CADOS SHEET 42

2

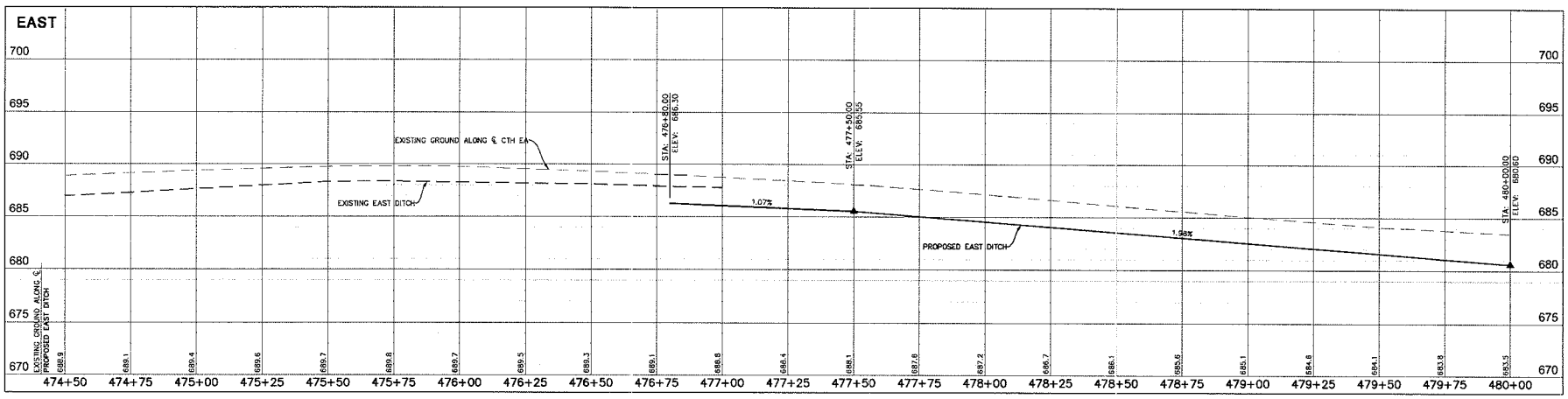



NOTE:
1. CONTRACTOR TO VERIFY EXACT LOCATION AND ELEVATION OF EXISTING UTILITIES AT LOCATIONS OF CONFLICT. CONTRACTOR TO NOTIFY ENGINEER WITH ANY DISCREPANCIES.
2. FOR SIGN REMOVAL, REPLACEMENT AND OR RELOCATION, SEE PAVEMENT MARKING AND SIGNING PLAN.
3. ALL DIMENSIONS TO EDGE OF PAVEMENT.

PAVING LEGEND (SEE TYPICAL SECTION FOR MATERIAL)

ASPHALT WIDENING | AGGREGATE SHOULDER | MILL AND OVERLAY

## CTH EA



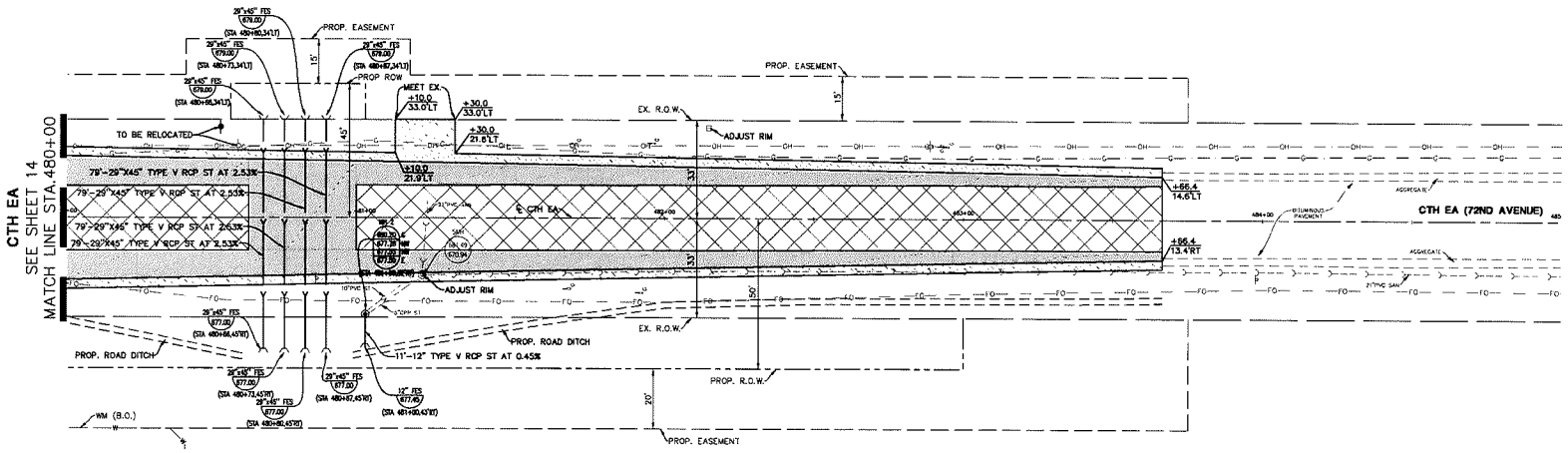

| PROJECT NO: RD 24-001 | HWY: CTH-E AND CTH-EA | COUNTY: KENOSHA | PLAN AND PROFILE - CTH EA STA.474+50 TO STA.480+00 | SHEET 14 | E |
|---|---|---|---|---|---|

FILE NAME : P:\ALNSMW101\DWG\ENG\FINAL DRAWINGS\HIGHWAY PLAN SET\13-15-PLAN AND PROFILE EA.DWG PLOT DATE : 5/15/2023 3:35 PM PLOT BY : NICHOLAS B. ADDANTE PLOT NAME : PLOT SCALE : H:1"=20',V:1"=5'

WISDOT/CADDS SHEET 42

2

SCALE: 1"=20'

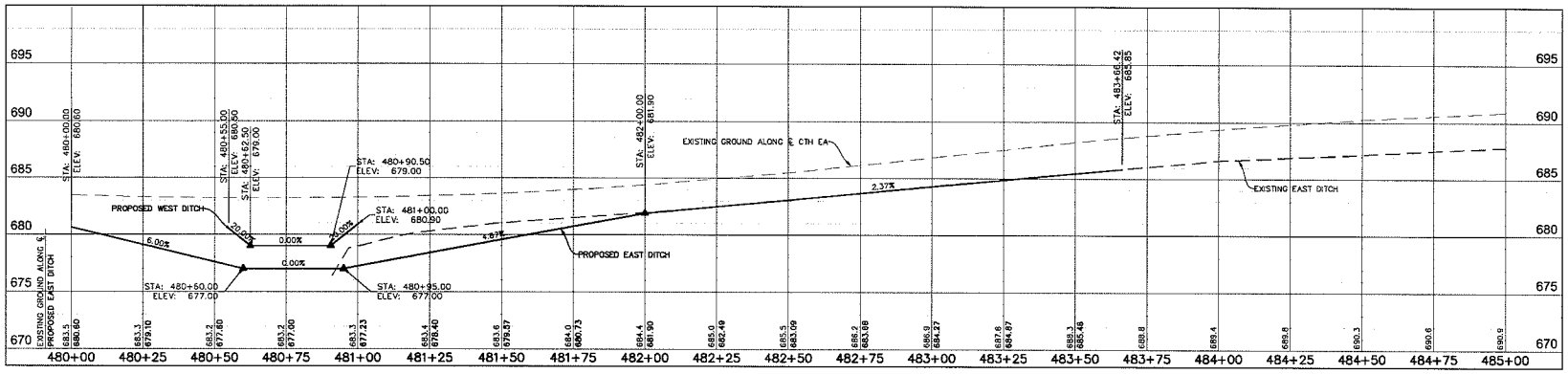



PAVING LEGEND (SEE TYPICAL SECTION FOR MATERIAL)

ASPHALT WIDENING | AGGREGATE SHOULDER | MILL AND OVERLAY

NOTE:
1. CONTRACTOR TO VERIFY EXACT LOCATION AND ELEVATION OF EXISTING UTILITIES AT LOCATIONS OF CONFLICT. CONTRACTOR TO NOTIFY ENGINEER WITH ANY DISCREPANCIES.
2. FOR SIGN REMOVAL, REPLACEMENT AND OR RELOCATION, SEE PAVEMENT MARKING AND SIGNING PLAN.
3. ALL DIMENSIONS TO EDGE OF PAVEMENT.

## CTH EA

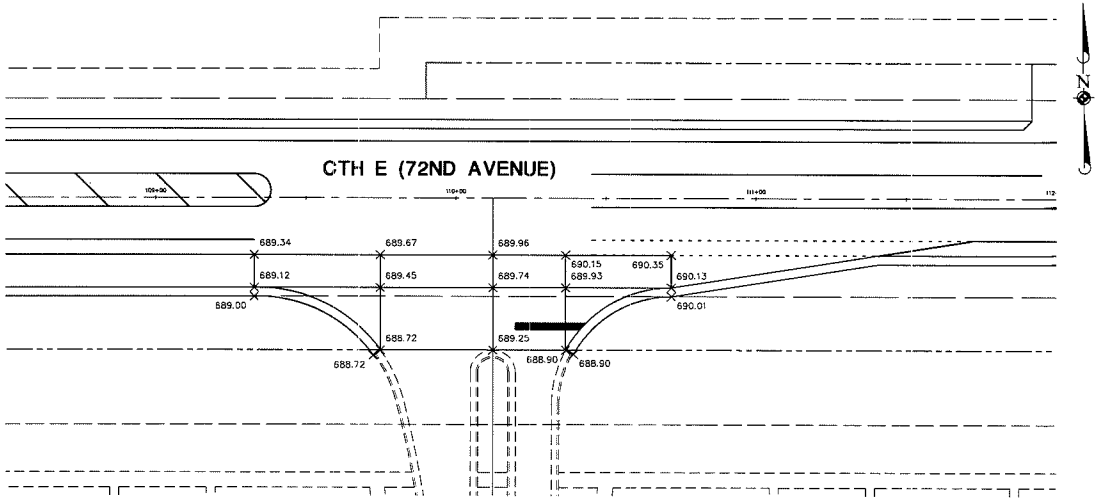


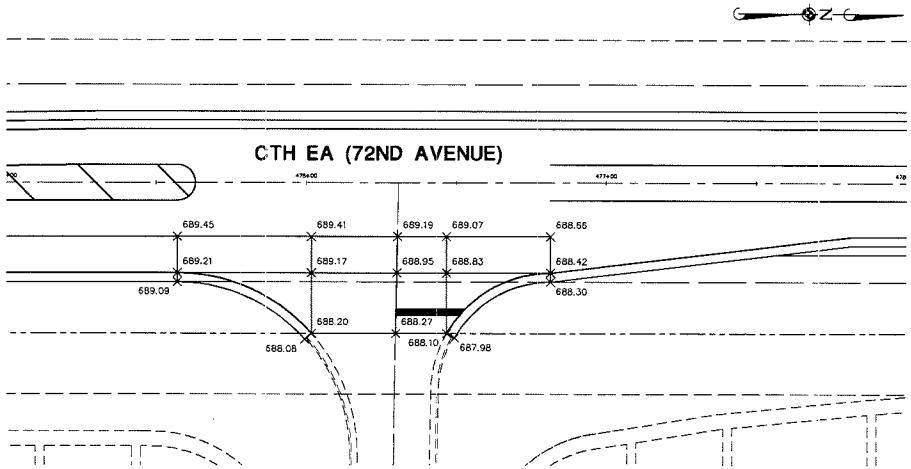

| PROJECT NO: RD 24-001 | HWY: CTH-E AND CTH-EA | COUNTY: KENOSHA | PLAN AND PROFILE - CTH EA STA.480+00 TO STA.485+00 | SHEET 15 | E |
|---|---|---|---|---|---|

FILE NAME : P:\ALNSMWI01\DWG\ENG\FINAL DRAWINGS\HIGHWAY PLAN SET\13-15-PLAN AND PROFILE EA.DWG PLOT DATE : 5/15/2023 3:35 PM PLOT BY : NICHOLAS B. ADDANTE PLOT NAME : PLOT SCALE : H:1"=20',V:1"=5'

WISDOT/CADDS SHEET 42

2




0 10 20 40
SCALE: 1"=20'

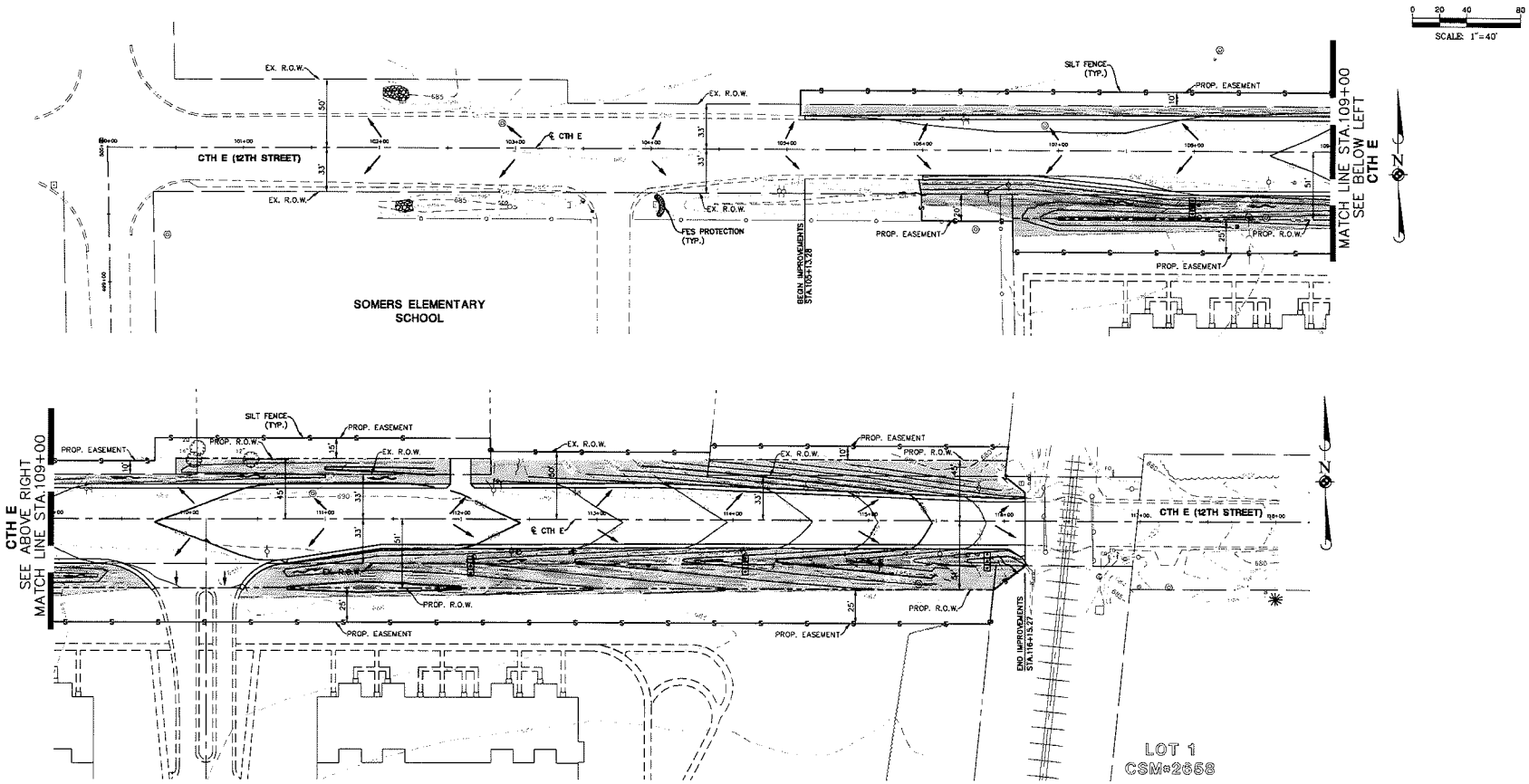
2

| PROJECT NO: RD 24-001 | HWY: CTH-E AND CTH-EA | COUNTY: KENOSHA | INTERSECTION GRADING DETAIL - CTH E AND CTH EA | SHEET 16 | E |
|---|---|---|---|---|---|

FILE NAME : P:\ALNSM\WI01\DWG\ENG\FINAL DRAWINGS\HIGHWAY PLAN SET\16-17 INTERSECTION GRADING DETAIL.DWG PLOT DATE : 5/15/2023 3:36 PM PLOT BY : NICHOLAS B. ADDANTE PLOT NAME : PLOT SCALE : 1"=20'

WISDOT/CADDS SHEET 42

2




2

**SOIL EROSION AND SEDIMENTATION CONTROL GENERAL NOTES:**

1. ALL VEGETATIVE AND STRUCTURAL EROSION CONTROL PRACTICES SHALL BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH THE MINIMUM STANDARDS AND SPECIFICATIONS OF THE "ILLINOIS URBAN MANUAL".
2. MAINTENANCE AND REPLACEMENT OF EROSION CONTROL ITEMS, WHEN DIRECTED BY THE OWNER, SHALL BE CONSIDERED AS INCIDENTAL TO THE CONTRACT.
3. THE CONTRACTOR SHALL INSPECT ALL EROSION CONTROL MEASURES AT LEAST ONCE EVERY SEVEN (7) CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM THAT IS 0.5 INCHES OR GREATER OR EQUIVALENT SNOWFALL. ANY NECESSARY REPAIRS OR CLEANUP TO MAINTAIN THE EFFECTIVENESS OF SAID MEASURES SHALL BE MADE IMMEDIATELY.
4. INSTALL ALL PERIMETER SILT FENCING PRIOR TO ANY CLEARING OR GRADING ONSITE. SEDIMENT CONTROL MEASURES AS SHOWN AND SPECIFIED BY THIS EROSION AND SEDIMENTATION CONTROL PLAN SHALL BE CONSTRUCTED AND FUNCTIONAL PRIOR TO INITIATING CLEARING, GRADING, STRIPPING, EXCAVATION OR FILLING ACTIVITIES ON THE SITE.
5. STORM WATERS FALLING ON THE ENTIRE SITE SHALL BE DIVERTED INTO THE DETENTION BASIN, PRIOR TO BEGINNING MASS EXCAVATION. THE CONTRACTOR SHALL CONSTRUCT DITCHES, SWALES, SEDIMENTATION TRAPS AND SALTATION CONTROL MEASURES AS REQUIRED TO INTERCEPT SURFACE WATERS BEFORE THEY FLOW ONTO ADJACENT PROPERTY AND CONVEY THEM TO THE DETENTION BASIN.
6. IF STORMWATER DETENTION IS NOT REQUIRED THE CONTRACTOR SHALL CONSTRUCT DITCHES, SWALES, SEDIMENT TRAPS AND SILTATION CONTROL MEASURES AS REQUIRED TO INTERCEPT SURFACE WATERS BEFORE THEY FLOW ONTO ADJACENT PROPERTY.
7. STABILIZATION OF DISTURBED AREAS MUST BE INITIATED IMMEDIATELY WHENEVER ANY CLEARING, GRADING, EXCAVATING OR OTHER EARTH DISTURBING ACTIVITIES HAVE PERMANENTLY CEASED ON ANY PORTION OF THE SITE, OR TEMPORARILY CEASED ON ANY PORTION OF THE SITE AND WILL NOT RESUME FOR A PERIOD EXCEEDING 14 CALENDAR DAYS. STABILIZATION OF DISTURBED AREAS MUST BE INITIATED WITHIN 1 WORKING DAY OF PERMANENT OR TEMPORARY CESSATION OF EARTH DISTURBING ACTIVITIES AND SHALL BE COMPLETED AS SOON AS POSSIBLE BUT NOT LATER THAN 14 DAYS FROM THE INITIATION OF STABILIZATION WORK IN AN AREA.
8. TEMPORARY SEED MIXTURE SHALL BE APPLIED AT 64 LBS/ACRE.
9. INLET PROTECTION SHALL BE INSTALLED UNDER THE GRATING OF EACH DRAINAGE STRUCTURE.
10. STABILIZATION OF TOPSOIL STOCKPILES SHALL BE INITIATED IMMEDIATELY UPON COMPLETION UNLESS THEY WILL BE DISTURBED WITHIN FOURTEEN (14) CALENDAR DAYS. STABILIZATION OF STOCKPILES MUST BE INITIATED WITHIN 1 WORKING DAY OF PERMANENT OR TEMPORARY CESSATION OF EARTH DISTURBING ACTIVITIES AND SHALL BE COMPLETED AS SOON AS POSSIBLE BUT NOT LATER THAN 14 DAYS FROM THE INITIATION OF STABILIZATION WORK IN AN AREA. ALL SOIL STORAGE PILES SHALL BE PROTECTED FROM EROSION WITH SILT FENCE ON THE DOWN SLOPE SIDE OF THE PILES.
11. DURING DEWATERING OPERATIONS, WATER WILL BE PUMPED INTO SEDIMENT BASINS OR SILT TRAPS. DEWATERING DIRECTLY INTO FIELD TILES OR STORMWATER STRUCTURES IS PROHIBITED.
12. WATER PUMPED DURING CONSTRUCTION OPERATION SHALL BE FILTERED.
13. DUST CONTROL SHALL BE PERFORMED ON A DAILY BASIS USING WATER DISPERSED FROM A TRUCK MOUNTED TANK WITH STANDARD DISCHARGE HEADER TO PROVIDE A UNIFORM RATE OF APPLICATION.
14. TEMPORARY GRAVEL CONSTRUCTION ENTRANCES SHALL BE MAINTAINED, ADJUSTED OR RELOCATED AS NECESSARY TO PREVENT SEDIMENT FROM BEING TRACKED ONTO PUBLIC ROADWAYS. ANY SEDIMENT REACHING A PUBLIC ROAD SHALL BE REMOVED BY SHOVELING OR STREET CLEANING BEFORE THE END OF EACH WORKING DAY.
15. ANY LOOSE MATERIAL THAT IS DEPOSITED IN THE FLOW LINE OF ANY GUTTER OR DRAINAGE STRUCTURE DURING CONSTRUCTION OPERATIONS SHALL BE REMOVED AT THE CLOSE OF EACH WORKING DAY.
16. OVERLAND FLOW SHALL BE DIRECTED TO THE DETENTION BASIN PRIOR TO LEAVING THE SITE.
17. THE EROSION CONTROL MEASURES INDICATED ON THE PLANS ARE THE MINIMUM REQUIREMENTS. ADDITIONAL MEASURES MAY BE REQUIRED, AS DIRECTED BY THE CLIENT OR OTHER JURISDICTIONAL GOVERNMENTAL ENTITIES.
18. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE REMOVED AND DISPOSED OF IN ACCORDANCE WITH ALL JURISDICTIONAL GOVERNMENTAL AGENCY REQUIREMENTS WITHIN 30 DAYS OF FINAL STABILIZATION.

**LEGEND**

- —S—S— TEMPORARY SILT FENCE (PERIMETER EROSION BARRIER)
- TEMPORARY DITCH CHECK
- EROSION CONTROL BLANKET (NORTH AMERICAN GREEN DS 75) (SEEDING PER SOIL PROTECTION CHART)
- TEMPORARY STORM STRUCTURE PROTECTION
- TEMPORARY CULVERT INLET PROTECTION
- PAVEMENT DRAINAGE FLOW
- SWALE DRAINAGE FLOW
- LIMITS OF DISTURBANCE/CONSTRUCTION

**CONSTRUCTION SEQUENCE:**

1. INSTALL SILT FENCE AT LOCATIONS AS INDICATED ON THE PLANS.
2. CUT AND FILL SITE TO PLAN SUB-GRADE.
3. CONSTRUCT UNDERGROUND IMPROVEMENTS. STORM SEWER**, ETC.
4. CONSTRUCT PAVEMENT IMPROVEMENTS PER PLAN.
5. COMPLETE CONSTRUCTION OF SITE WITH PERMANENT STABILIZATION.
6. REMOVE TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES.

** INSTALL INLET PROTECTION AROUND DRAINAGE STRUCTURES AS CONSTRUCTED.

**SOIL PROTECTION CHART**

| STABILIZATION CHART | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| PERMANENT SEEDINGS | | | A— | | | | | | | | | |
| DORMANT SEEDINGS | B— | | | | | | | | | B— | | |
| TEMPORARY SEEDINGS | | | C— | | | | | | | | | |
| TEMPORARY SEEDINGS | D— | | | | | | | | | | | |
| SODDING | | | E— | | | | | | | | | |
| MULCHING | F— | | | | | | | | | | | |

A – KENTUCKY BLUEGRASS 90 LBS./AC. MIXED WITH PERENNIAL RYEGRASS 30 LBS./AC.

B – KENTUCKY BLUEGRASS 125 LBS./AC. MIXED WITH PERENNIAL RYEGRASS 30 LBS./AC. 2 TONS STRAW MULCH PER ACRE

C – SPRING OATS

D – WHEAT OR CEREAL RYE

E – SOD (NURSERY GROWN KENTUCKY BLUEGRASS)

F – STRAW MULCH 2 TONS PER ACRE

* IRRIGATION NEEDED DURING JUNE, JULY AND SEPTEMBER

** IRRIGATION NEEDED FOR 2-3 WEEKS AFTER SODDING

NOTE: THIS CHART IS A GUIDE TO ASSIST THE CONTRACTOR IN UNDERSTANDING OPTIONS FOR SOIL STABILIZATION. THE LANDSCAPE PLAN SHALL TAKE PRECEDENCE OVER THIS CHART. ANY CONFLICT SHALL BE DISCUSSED WITH THE LANDSCAPE ARCHITECT PRIOR TO THE START OF CONSTRUCTION.

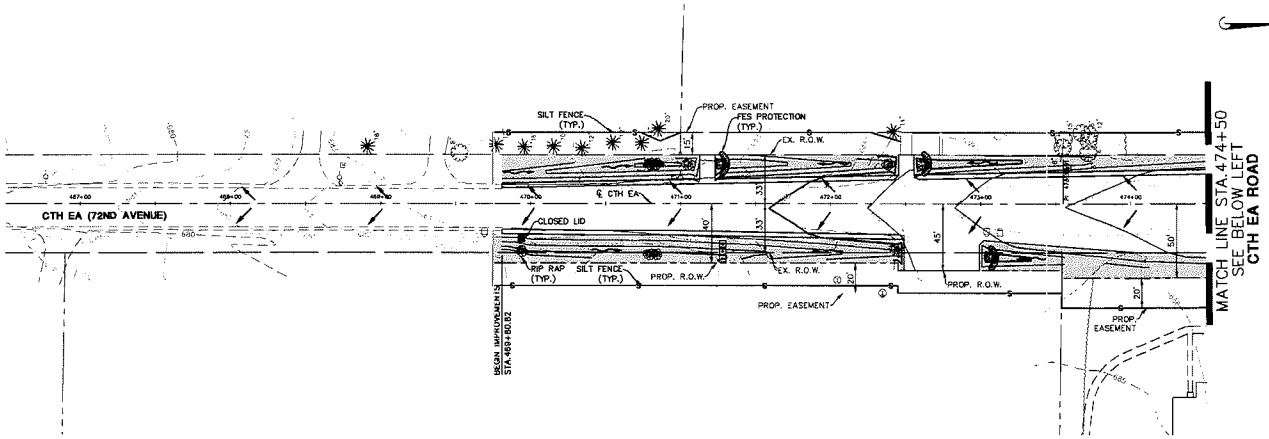
| PROJECT NO: RD 24-001 | HWY: CTH-E AND CTH-EA | COUNTY: KENOSHA | EROSION CONTROL PLAN - CTH E | SHEET 17 | E |
|---|---|---|---|---|---|

FILE NAME : P:\AL\SMWI01\DWG\ENG\FINAL DRAWINGS\HIGHWAY PLAN SET\18-20-EROSION PLAN AND DETAILS.DWG PLOT DATE : 5/15/2023 3:36 PM PLOT BY : NICHOLAS B. ADDANTE PLOT NAME : PLOT SCALE : 1"=40'

WISDOT/CADDS SHEET 42

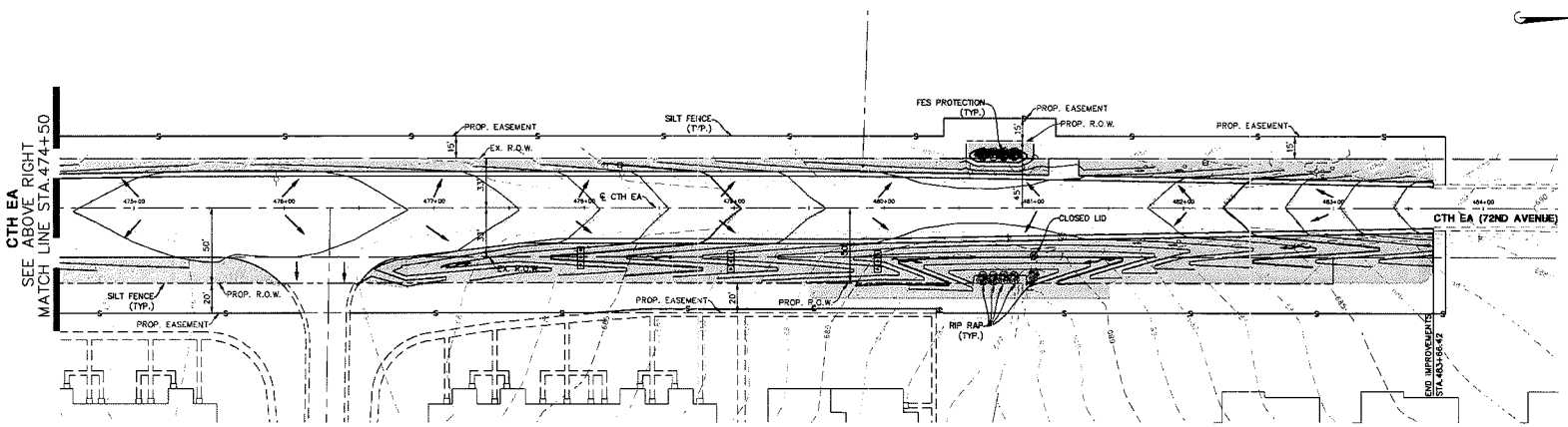
2

SCALE: 1"=40'




LEGEND

- TEMPORARY SILT FENCE (PERIMETER EROSION BARRIER)
- TEMPORARY DITCH CHECK
- EROSION CONTROL BLANKET (NORTH AMERICAN GREEN DS 75) (SEEDING PER SOIL PROTECTION CHART)
- TEMPORARY STORM STRUCTURE PROTECTION
- TEMPORARY CULVERT INLET PROTECTION
- PAVEMENT DRAINAGE FLOW
- SWALE DRAINAGE FLOW
- LIMITS OF DISTURBANCE/CONSTRUCTION

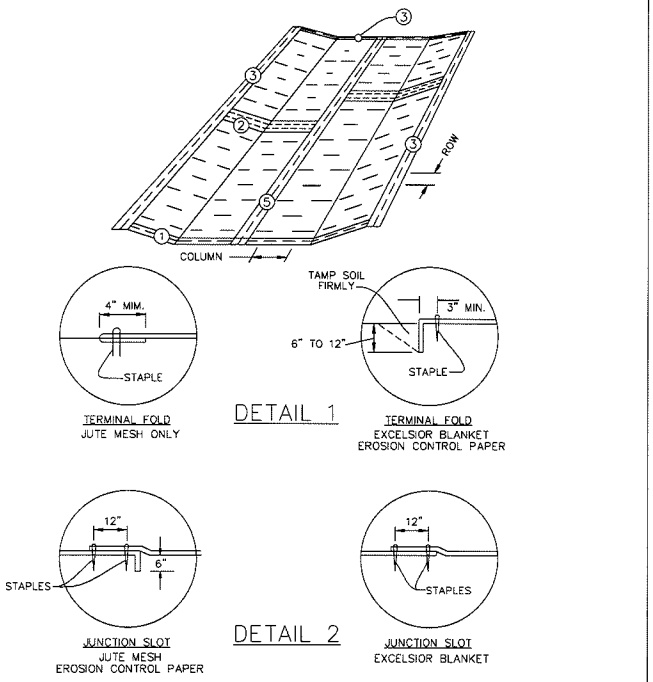



| PROJECT NO: RD 24-001 | HWY: CTH-E AND CTH-EA | COUNTY: KENOSHA | EROSION CONTROL PLAN - CTH EA | SHEET 18 | E |
|---|---|---|---|---|---|

FILE NAME : P:\ALNSMWI01\DWG\ENG\FINAL DRAWINGS\HIGHWAY PLAN SET\18-20-EROSION PLAN AND DETAILS.DWG PLOT DATE : 5/15/2023 3:36 PM PLOT BY : NICHOLAS B. ADDANTE PLOT NAME : PLOT SCALE : 1"=40'

WISDOT/CADDS SHEET 42

2




TERMINAL FOLD
JUTE MESH ONLY

DETAIL 1

TERMINAL FOLD
EXCELSIOR BLANKET
EROSION CONTROL PAPER

JUNCTION SLOT
JUTE MESH
EROSION CONTROL PAPER

DETAIL 2

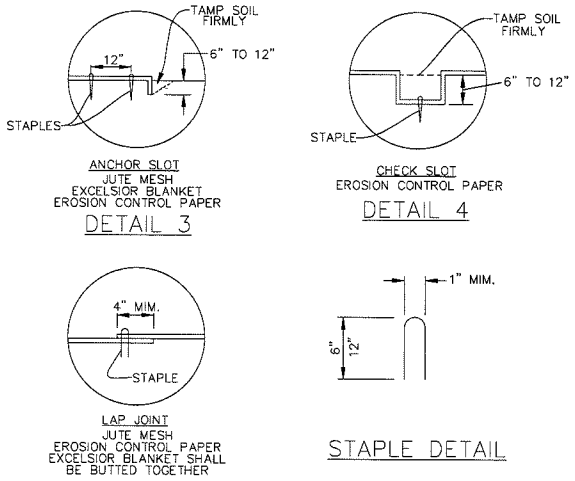
JUNCTION SLOT
EXCELSIOR BLANKET

U.S. DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE, ILLINOIS. IL-530

06-01-17

EROSION BLANKET PLAN

S-EC-EROSION-BLANKET1




ANCHOR SLOT
JUTE MESH
EXCELSIOR BLANKET
EROSION CONTROL PAPER

DETAIL 3

CHECK SLOT
EROSION CONTROL PAPER

DETAIL 4

LAP JOINT
JUTE MESH
EROSION CONTROL PAPER
EXCELSIOR BLANKET SHALL BE BUTTED TOGETHER

DETAIL 5

STAPLE DETAIL

1. ON EROSION CONTROL PAPER, CHECK SLOTS, IN DITCH CHANNEL SHALL BE SPACED SO THAT ONE OCCURS WITHIN EACH 50' ON SLOPES OF MORE THAN 4% AND LESS THAN 6%. SLOPES OF 6% OR MORE, SHALL BE SPACED SO THAT ONE OCCURS WITHIN EACH 25'.
2. STAPLES TO BE PLACED ALTERNATELY, IN COLUMNS APPROXIMATELY 2' APART AND IN ROWS APPROXIMATELY 3' APART. APPROXIMATELY 175 STAPLES ARE REQUIRED PER 4'X225' ROLL OF MATERIAL AND 125 SSTAPLES ARE REQUIRED PER 4'X150' ROLL OF MATERIAL.
3. EROSION CONTROL MATERIAL SHALL BE PLACED LOOSELY OVER GROUND SURFACE. DO NOT STRETCH.
4. ALL TERMINAL ENDS AND TRANSVERSE LAPS SHALL BE STAPLED AT APPROXIMATELY 12" INTERVALS.

U.S. DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE, ILLINOIS. IL-530

06-01-17

EROSION BLANKET PLAN

S-EC-EROSION BLANKET

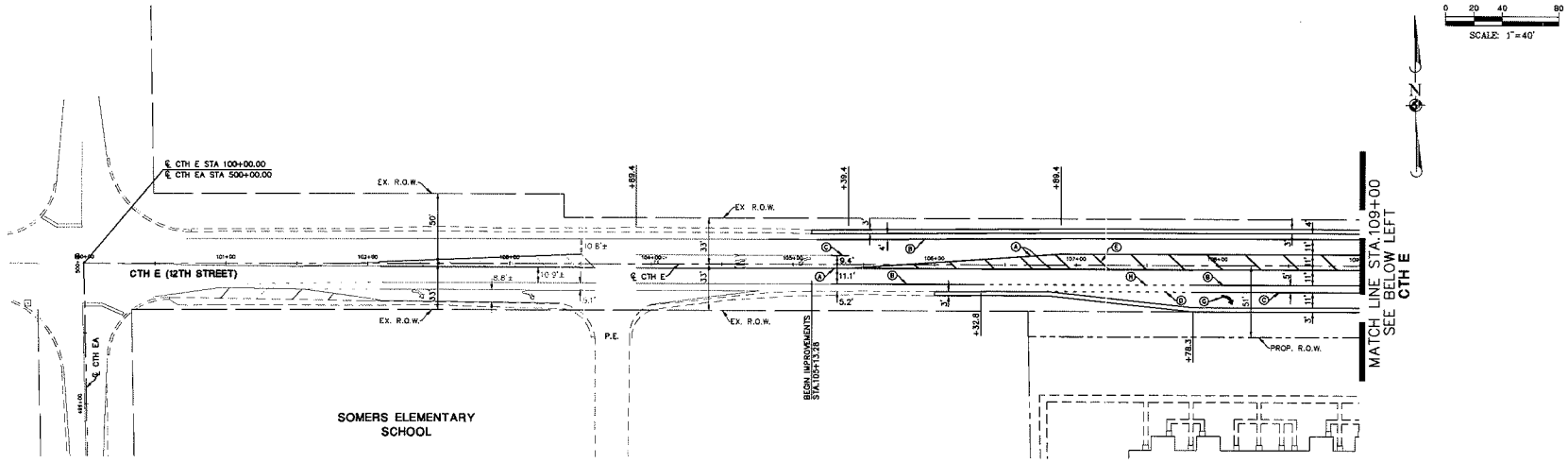
2

| PROJECT NO: RD 24-001 | HWY: CTH-E AND CTH-EA | COUNTY: KENOSHA | EROSION CONTROL PLAN DETAILS | SHEET 19 | E |
|---|---|---|---|---|---|

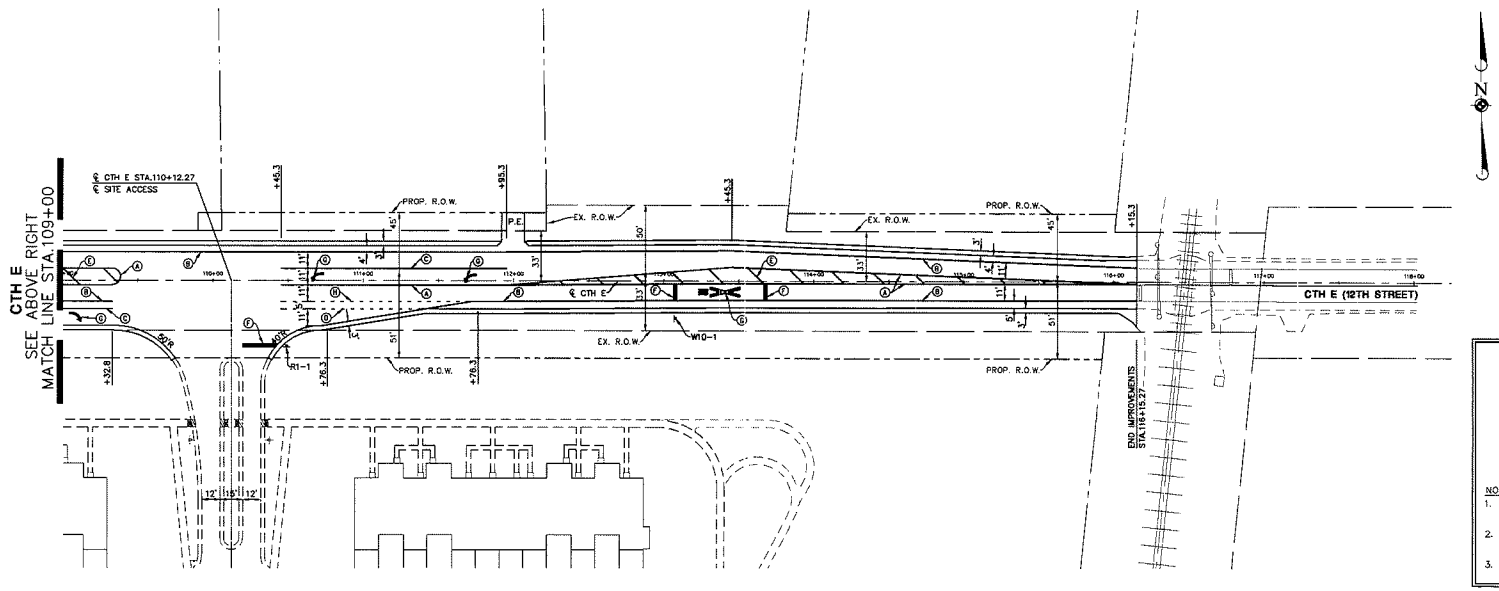
FILE NAME : P:\ALNSMWI01\DWG\ENG\FINAL DRAWINGS\HIGHWAY PLAN SET\18-20-EROSION PLAN AND DETAILS.DWG PLOT DATE : 5/15/2023 3:36 PM PLOT BY : NICHOLAS B. ADDANTE PLOT NAME : PLOT SCALE : N.T.S.

WISDOT/CADDS SHEET 42

2




# PAVEMENT MARKING PLAN

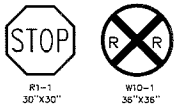



| PAVEMENT MARKING LEGEND |
|---|
| (A) 4" DOUBLE YELLOW AT 10" C-C |
| (B) 4" WHITE |
| (C) 8" WHITE |
| (D) 8" WHITE (9' SKIP - 3' DASH) |
| (E) 12" YELLOW DIAGONAL (AT 25' C-C TYP.) |
| (F) 24" WHITE |
| (G) LETTERS AND SYMBOLS |
| (H) 4" WHITE (9' SKIP - 3' DASH) |

NOTES:

1. ALL PAVEMENT MARKINGS ON HMA PAVEMENT TO BE THERMOPLASTIC IN CONFORMANCE PER WISDOT STANDARD SPECIFICATIONS.

## SIGN LEGEND




R1-1 30"X30" W10-1 36"X36"

NOTES:

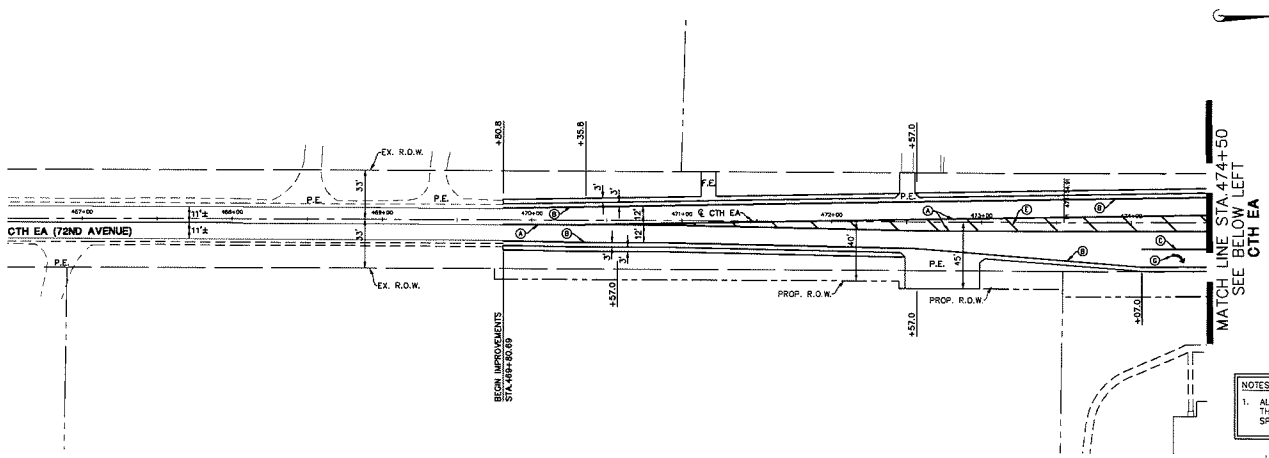
1. PROPOSED TRAFFIC SIGNS ARE SHOWN FOR INFORMATION ONLY. ALL SIGNS ARE TO BE INSTALLED BY THE CONTRACTOR.
2. EXISTING SIGNS TO BE RELOCATED SHALL BE REMOVED AND STORED ON SITE IN A PROTECTED AREA FOR PICK UP BY WDOT.
3. SIGNS SHALL NOT BE REMOVED UNTIL THE PROGRESS OF WORK NECESSITATES IT.

| PROJECT NO: RD 24-001 | HWY: CTH-E AND CTH-EA | COUNTY: KENOSHA | PAVEMENT MARKING PLAN - CTH E | SHEET 20 | E |
|---|---|---|---|---|---|

FILE NAME: P:\ALNSMWI01\DWG\ENG\FINAL DRAWINGS\HIGHWAY PLAN SET\21-22 PAVEMENT MARKING PLAN.DWG PLOT DATE: 5/15/2023 3:37 PM PLOT BY: NICHOLAS B. ADDANTE PLOT NAME: PLOT SCALE: 1"=40'

WISDOT/CADDS SHEET 42

2




SCALE: 1"=40'

| PAVEMENT MARKING LEGEND |
|---|
| (A) 4" DOUBLE YELLOW AT 10" C-C |
| (B) 4" WHITE |
| (C) 8" WHITE |
| (D) 8" WHITE (9' SKIP - 3' DASH) |
| (E) 12" YELLOW DIAGONAL (AT 25' C-C TYP.) |
| (F) 24" WHITE |
| (G) LETTERS AND SYMBOLS |
| (H) 4" WHITE (9' SKIP - 3' DASH) |

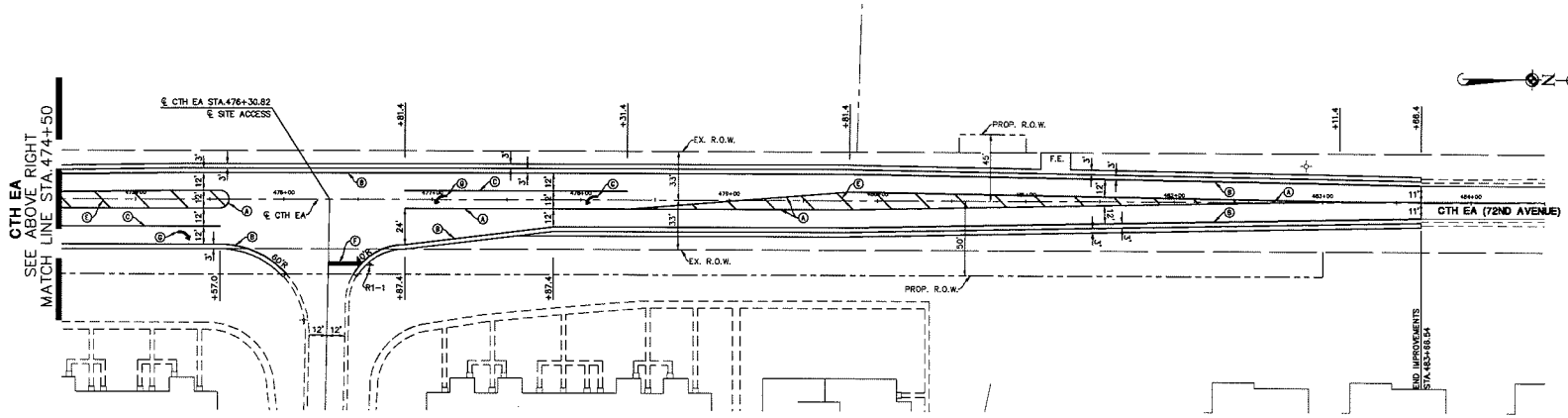
NOTES:
1. ALL PAVEMENT MARKINGS ON HMA PAVEMENT TO BE THERMOPLASTIC IN CONFORMANCE PER WISDOT STANDARD SPECIFICATIONS.

# PAVEMENT MARKING PLAN

## SIGN LEGEND

R1-1 30"X30"  W10-1 36"X36"

NOTES:
1. PROPOSED TRAFFIC SIGNS ARE SHOWN FOR INFORMATION ONLY. ALL SIGNS ARE TO BE INSTALLED BY THE CONTRACTOR.
2. EXISTING SIGNS TO BE RELOCATED SHALL BE REMOVED AND STORED ON SITE IN A PROTECTED AREA FOR PICK UP BY WDOT.
3. SIGNS SHALL NOT BE REMOVED UNTIL THE PROGRESS OF WORK NECESSITATES IT.

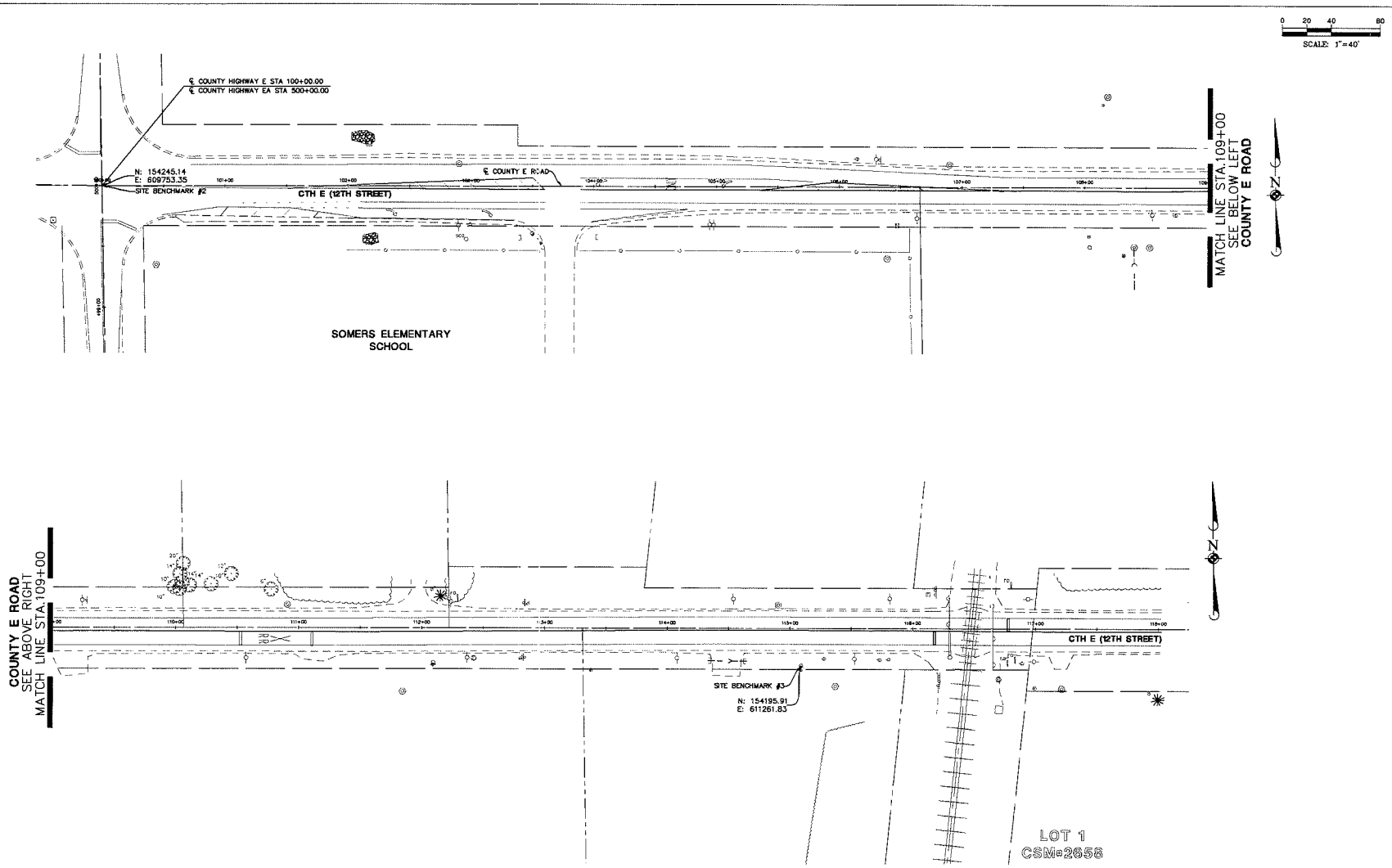



| PROJECT NO: RD 24-001 | HWY: CTH-E AND CTH-EA | COUNTY: KENOSHA | PAVEMENT MARKING PLAN - CTH EA | SHEET 21 | E |
|---|---|---|---|---|---|

FILE NAME : P:\ALNSMWI01\DWG\ENG\FINAL DRAWINGS\HIGHWAY PLAN SET\21-22 PAVEMENT MARKING PLAN.DWG  PLOT DATE : 5/15/2023 3:37 PM  PLOT BY : NICHOLAS B. ADDANTE  PLOT NAME :  PLOT SCALE : 1"=40'

WISDOT/CADDS SHEET 42

2



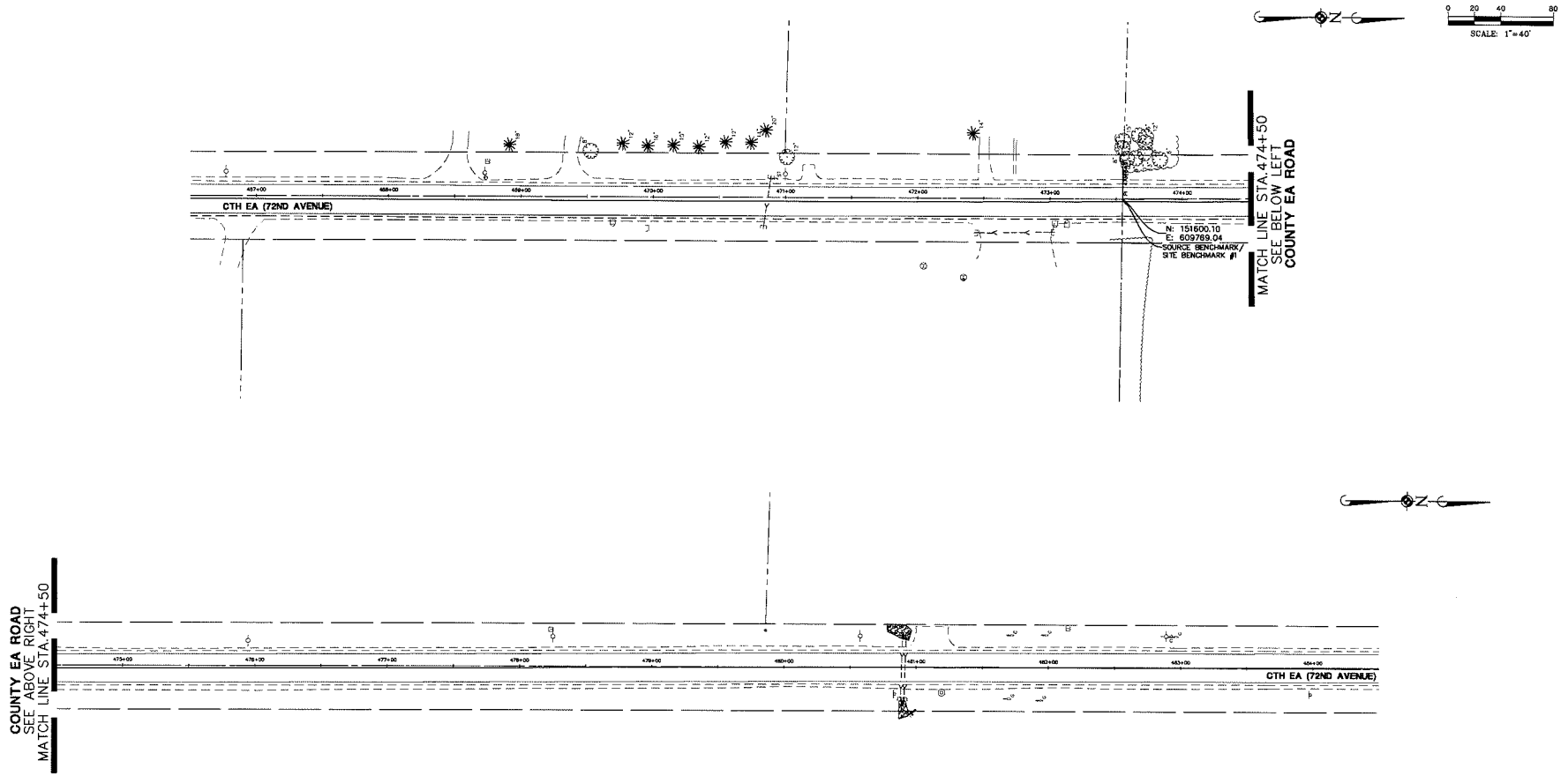

2

| PROJECT NO: RD 24-001 | HWY: CTH-E AND CTH-EA | COUNTY: KENOSHA | ALIGNMENT TIES- CTH E | SHEET 22 | E |
|---|---|---|---|---|---|

FILE NAME : P:\ALNSMWI01\DWG\ENG\FINAL DRAWINGS\HIGHWAY PLAN SET\23-24-ALIGNMENT TIES.DWG PLOT DATE : 5/15/2023 3:37 PM PLOT BY : NICHOLAS B. ADDANTE PLOT NAME : PLOT SCALE : 1"=40'

WISDOT/CADDS SHEET 42

2




2

| PROJECT NO: RD 24-001 | HWY: CTH-E AND CTH-EA | COUNTY: KENOSHA | ALIGNMENT TIES- CTH EA | SHEET 23 | E |
|---|---|---|---|---|---|

FILE NAME : P:\ALN\SMW101\DWG\ENG\FINAL DRAWINGS\HIGHWAY PLAN SET\23-24-ALIGNMENT TIES.DWG PLOT DATE : 5/15/2023 3:37 PM PLOT BY : NICHOLAS B. ADDANTE PLOT NAME : PLOT SCALE : 1"=40'

WISDOT/CADDS SHEET 42

# Summary Of Quantities

| Line | Item | Item Description | Quantity | Unit |
|---|---|---|---|---|
| 1 | 201.012 | CLEARING | 90 | ID |
| 2 | 201.021 | GRUBBING | 155 | SY |
| 3 | 305.011 | BASE AGGREGATE DENSE 3/4-INCH (TON) | 505 | TON |
| 4 | 305.012 | BASE AGGREGATE DENSE 1 1/4 INCH | 4230 | TON |
| 5 | 460.5243 | HMA PAVEMENT 3 LT 58-34 S | 2710 | TON |
| 6 | 460.5244 | HMA PAVEMENT 4 LT 58-34 S | 1575 | TON |
| 7 | 522.0512 | CULVERT PIPE REINFORCED CONCRETE CLASS V 12-INCH | 116 | LF |
| 8 | 522.0518 | CULVERT PIPE REINFORCED CONCRETE CLASS V 18-INCH | 36 | LF |
| 9 | 522.0524 | CULVERT PIPE REINFORCED CONCRETE CLASS V 30-INCH | 316 | LF |
| 10 | 522.1012 | APRON ENDWALLS FOR CULVERT PIPE REINFORCED CONCRETE 12-INCH | 8 | EACH |
| 11 | 522.1018 | APRON ENDWALLS FOR CULVERT PIPE REINFORCED CONCRETE 18-INCH | 4 | EACH |
| 12 | 522.103 | APRON ENDWALLS FOR CULVERT PIPE REINFORCED CONCRETE 30-INCH | 8 | EACH |
| 13 | 606.02 | RIPRAP MEDIUM | 135 | CF |
| 14 | 611.811 | ADJUST MANHOLE COVERS | 8 | EACH |
| 15 | 628.1504 | SILT FENCE | 4125 | LF |
| 16 | 628.152 | SILT FENCE MAINTENANCE | 2610 | LF |
| 17 | 628.2002 | EROSION MAT CLASS 1 TYPE A | 9100 | SY |
| 18 | 628.7504 | TEMPORARY DITCH CHECKS | 130 | LF |
| 19 | 628.7555 | CULVERT PIPE CHECKS | 9 | EACH |
| 20 | 637.221 | SIGN TYPE II REFLECTIVE H | 15 | SF |
| 21 | 637.223 | SIGN TYPE II REFLECTIVE F | 10 | SF |
| 22 | 638.2102 | MOVING SIGNS TYPE II | 4 | LS |
| 23 | 643.5 | TRAFFIC CONTROL | 2 | LS |
| 24 | 646.102 | MARKING LINE EPOXY 4-INCH | 8890 | LF |
| 25 | 646.302 | MARKING LINE EPOXY 8-INCH | 440 | LF |
| 26 | 646.502 | MARKING ARROW EPOXY | 8 | EACH |
| 27 | 646.532 | MARKING RAILROAD CROSSING EPOXY | 1 | EACH |
| 28 | 646.712 | MARKING DIAGONAL EPOXY 12-INCH | 675 | LF |
| 29 | 646.722 | MARKING CHEVRON EPOXY 24-INCH | 340 | LF |
| 30 | 690.015 | SAWING ASPHALT | 4875 | LF |
| 31 | 209.0300.S | BACKFILL COARSE AGGREGATE (SIZE) | 115 | CY |
| 32 | SPV.0001 | EARTHWORK | 2 | EACH |
| 33 | SPV.0002 | RELOCATE POWER POLE | 16 | EACH |
| 34 | SPV.0003 | RELOCATE TELEPHONE PEDESTAL | 2 | EACH |
| 35 | SPV.0004 | ADJUST HYDRANTS RIM | 3 | EACH |
| 36 | SPV.0006 | REMOVING ASPHALTIC SURFACE, 5" | 6095 | SY |
| 37 | SPV.0007 | RELOCATE MAILBOX | 1 | EACH |

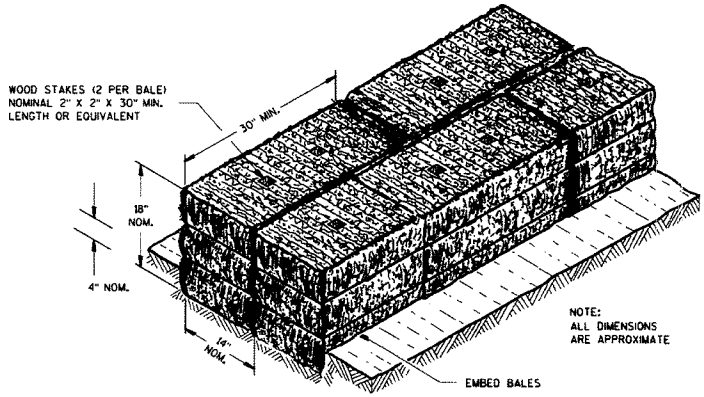
# STANDARD DETAILS

| DETAIL NO. | DESCRIPTION |
|---|---|
| SDD 08D21 | DRIVEWAYS WITHOUT CURB AND GUTTER |
| SDD 8e8 | TYPICAL INSTALLATIONS OF EROSION BALES/TEMPORARY DITCH CHECKS |
| SDD 8e9 | SILT FENCE |
| SDD 08E15 | CULVERT PIPE CHECK |
| SDD 8f1 | APRON ENDWALLS FOR CULVERT PIPE |
| SDD 8f2 | APRON ENDWALLS FOR PIPE ARCH AND ELLIPTICAL PIPE |
| SDD 9a1–a | AT–GRADE SIDE ROAD INTERSECTION, TYPES B1, B2, C AND D AND TEE INTERSECTION BYPASS LANE |
| SDD 13C19 | HMA LONGITUDINAL JOINTS |
| SDD 15a3–a | FLEXIBLE MARKER POST FOR CULVERT END |
| SDD 15a3–b | FLEXIBLE MARKER POST FOR CULVERT END |
| SDD 15C04 | TRAFFIC CONTROL, ADVANCE WARNING SIGNS 45 MPH OR GREATER UNDIVIDED ROAD OPEN TO TRAFFIC |
| SDD 15C05 | TRAFFIC CONTROL, ADVANCE WARNING SIGNS 40 MPH OR LESS TWO WAY UNDIVIDED ROAD OPEN TO TRAFFIC |
| SDD 15C08–a | LONGITUDINAL MARKING (MAINLINE) |
| SDD 15C08–b | PAVEMENT MARKING (TURN LANES) |
| SDD 15C08–c | PAVEMENT MARKING (TURN LANES) |
| SDD 15C09–a | SIGNING AND PAVEMENT MARKING DETAILS FOR RAILROAD – HIGHWAY GRADE CROSSINGS |
| SDD 15C09–b | TRUCK STOPPING LANE PAVEMENT MARKINGS |
| SDD 15C11–a | CHANNELIZING DEVICES, FLEXIBLE TUBULAR MARKER POST |
| SDD 15C11–b | CHANNELIZING DEVICES, DRUMS, CONES, BARRICADES AND VERTICAL PANELS |
| SDD 15C12 | TRAFFIC CONTROL FOR LANE CLOSURE WITH FLAGGING OPERATION |
| SDD 15C33 | STOP LINE AND CROSSWALK PAVEMENT MARKING |
| SDD 15C35–a | PAVEMENT MARKING, INTERSECTION |
| SDD 15D28 | TRAFFIC CONTROL, WORK ON SHOULDER OR PARKING LANE, UNDIVIDED ROADWAY |
| SDD 15D32 | TRAFFIC CONTROL, ONE LANE ROAD STOP CONDITION |

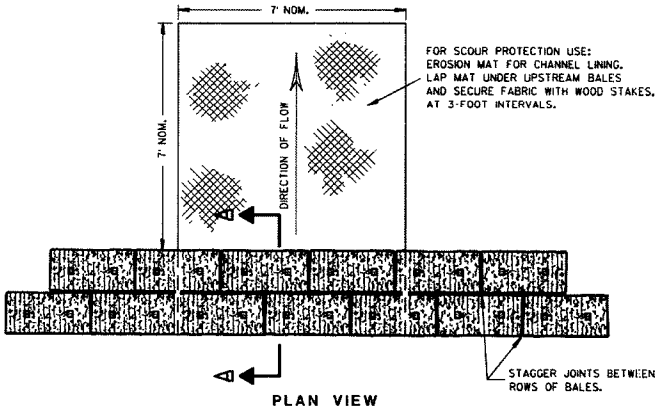
6

6

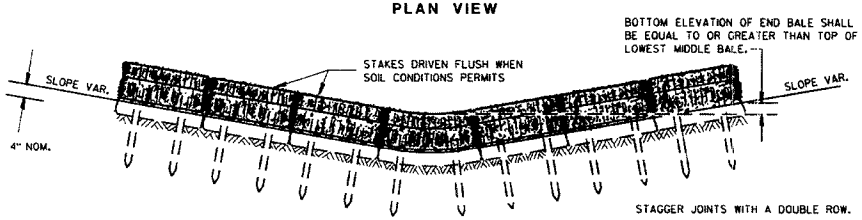
# SDD 8e8 Typical Installations of Erosion Bales/Temporary Ditch Checks




SECTION A-A




PLAN VIEW



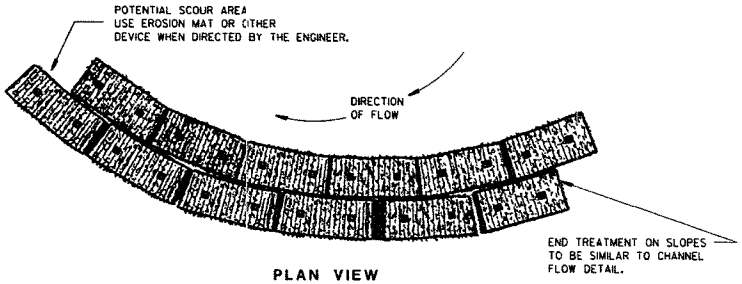

FRONT ELEVATION

TEMPORARY DITCH CHECK USING EROSION BALES ①

## GENERAL NOTES

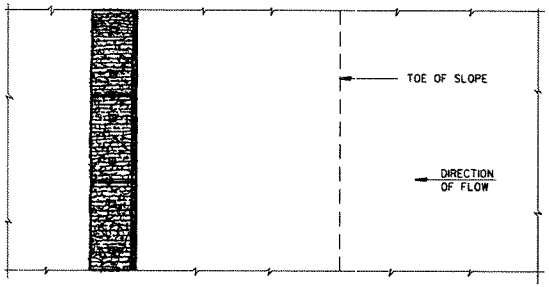
DETAILS OF CONSTRUCTION, MATERIALS AND WORKMANSHIP NOT SHOWN ON THIS DRAWING SHALL CONFORM TO THE PERTINENT REQUIREMENTS OF THE STANDARD SPECIFICATIONS AND THE APPLICABLE SPECIAL PROVISIONS.

① TEMPORARY DITCH CHECKS EITHER EROSION BALES OR MANUFACTURED SHALL BE PAID FOR UNDER THE BID ITEM OF TEMPORARY DITCH CHECK. THE DEPARTMENT WILL NOT PAY FOR TEMPORARY DITCH CHECKS CONSTRUCTED OF A SINGLE ROW OF EROSION BALES.

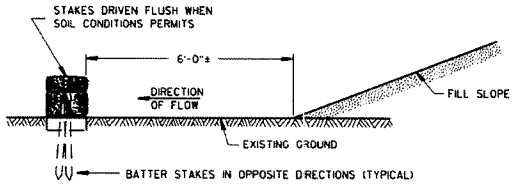



PLAN VIEW

WHEN ALTERING THE DIRECTION OF FLOW




PLAN VIEW




FRONT ELEVATION

WHEN EXISTING GROUND SLOPES AWAY FROM FILL SLOPE

EROSION BALES FOR SHEET FLOW

SHEET 26

| TYPICAL INSTALLATIONS OF EROSION BALES / TEMPORARY DITCH CHECKS | |
|---|---|
| STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION | |
| APPROVED 6/04/02 DATE | /S/ Beth Cannestro CHIEF ROADWAY DEVELOPMENT ENGINEER |
| FHWA | |

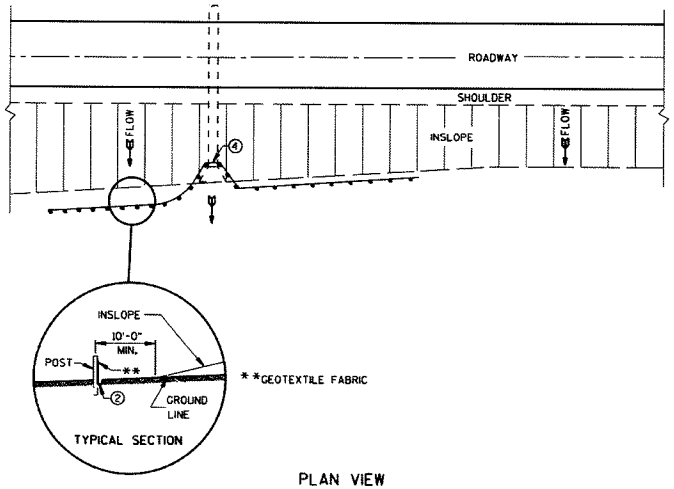
6

S.D.D. 8 E 8-3

6

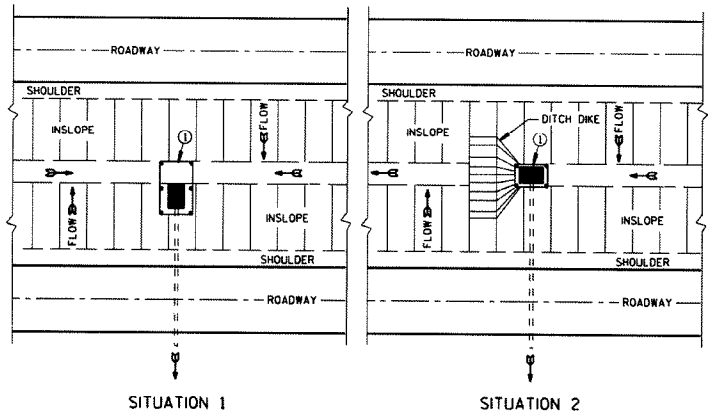
S.D.D. 8 E 8-3

# SDD 8e9 Silt Fence




PLAN VIEW

**TYPICAL APPLICATION OF SILT FENCE**



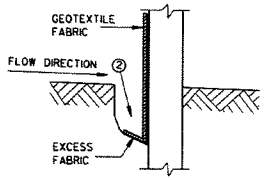

PLAN VIEW

**SILT FENCE AT MEDIAN SURFACE DRAINS**

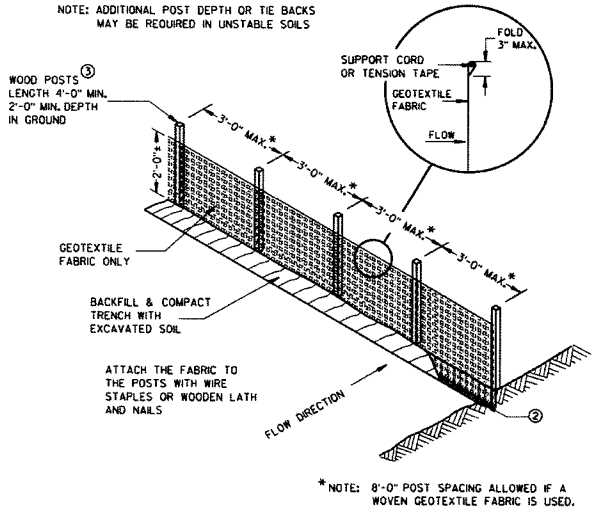
## GENERAL NOTES

DETAILS OF CONSTRUCTION NOT SHOWN ON THIS DRAWING SHALL CONFORM TO THE PERTINENT REQUIREMENTS OF THE STANDARD SPECIFICATIONS AND APPLICABLE SPECIAL PROVISIONS.

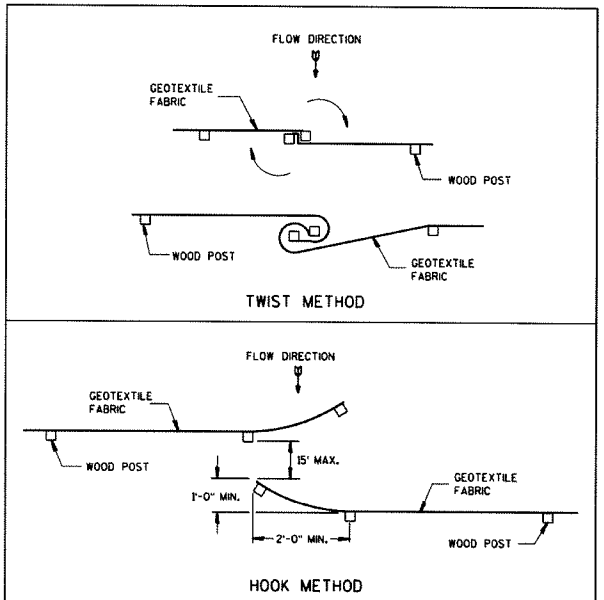
1. HORIZONTAL BRACE REQUIRED WITH 2" X 4" WOODEN FRAME OR EQUIVALENT AT TOP OF POSTS.
2. FOR MANUAL INSTALLATIONS THE TRENCH SHALL BE A MINIMUM OF 4" WIDE & 6" DEEP TO BURY AND ANCHOR THE GEOTEXTILE FABRIC. FOLD MATERIAL TO FIT TRENCH AND BACKFILL & COMPACT TRENCH WITH EXCAVATED SOIL.
3. WOOD POSTS SHALL BE A MINIMUM SIZE OF 1⅛" X 1⅛" OF OAK OR HICKORY.
4. SILT FENCE TO EXTEND ACROSS THE TOP OF THE PIPE.
5. CONSTRUCT SILT FENCE FROM A CONTINUOUS ROLL IF POSSIBLE BY CUTTING LENGTHS TO AVOID JOINTS. IF A JOINT IS NECESSARY USE ONE OF THE FOLLOWING TWO METHODS; A) OVERLAP THE END POSTS AND TWIST, OR ROTATE, AT LEAST 180 DEGREES. B) HOOK THE END OF EACH SILT FENCE LENGTH.



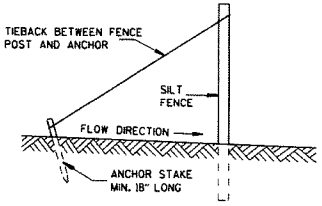

**TRENCH DETAIL**




**SILT FENCE**




**JOINING TWO LENGTHS OF SILT FENCE**




**SILT FENCE TIE BACK**
(WHEN REQUIRED BY THE ENGINEER)

| SILT FENCE | |
|---|---|
| STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION | |
| APPROVED 4-29-05 DATE | /S/ Beth Cannestra CHIEF ROADWAY DEVELOPMENT ENGINEER |
| FHWA | |

SHEET 2

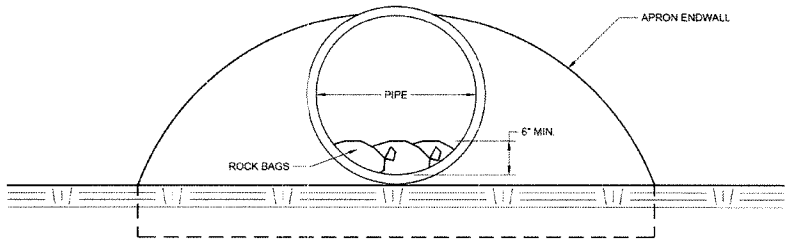
6

6

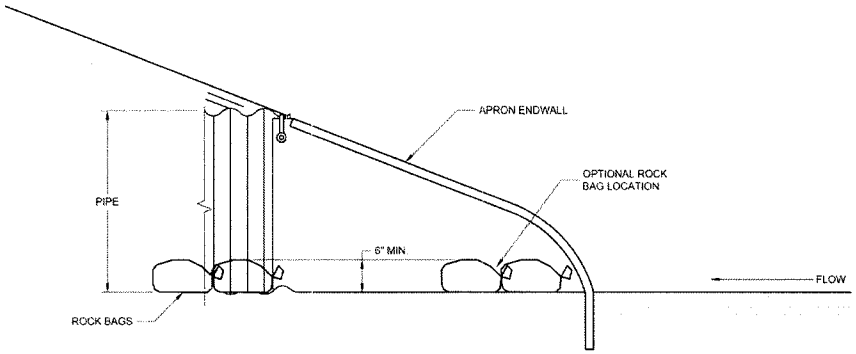
S.D.D. 8 E 9-6

S.D.D. 8 E 9-6

# SDD 08E15 Culvert Pipe Check




**END VIEW**




**SIDE VIEW**

**CULVERT PIPE CHECK**

(INSTALL ON INLET END ONLY)

SHEET 28

| | |
|---|---|
| **CULVERT PIPE CHECK** | |
| STATE OF WISCONSIN<br>DEPARTMENT OF TRANSPORTATION | |
| APPROVED<br>May 2019<br>DATE | /S/ Daniel Schave<br>EROSION CONTROL ENGINEER |

6

SDD 08E15 - 01

6

SDD 08E15 - 01

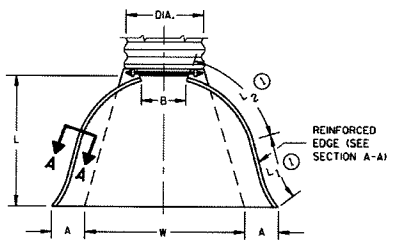
# SDD 8f1 Apron Endwalls for Culvert Pipe

| METAL APRON ENDWALLS | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| PIPE DIA. (IN.) | MIN. THICK. (inches) | | DIMENSIONS (inches) | | | | | | | APPROX. SLOPE | BODY |
| | STEEL | ALUM. | A (±1") | B (MAX.) | H (±1") | L (±1 1/2") | L1 ① | L2 ① | W (±2") | | |
| 12 | .064 | .060 | 6 | 6 | 6 | 21 | 12 | 17 1/2 | 24 | 2 1/2 to 1 | 1 Pc. |
| 15 | .064 | .060 | 7 | 8 | 6 | 26 | 14 | 21 3/4 | 30 | 2 1/2 to 1 | 1 Pc. |
| 18 | .064 | .060 | 8 | 10 | 6 | 31 | 15 | 28 1/4 | 36 | 2 1/2 to 1 | 1 Pc. |
| 21 | .064 | .060 | 9 | 12 | 6 | 36 | 18 | 29 5/8 | 42 | 2 1/2 to 1 | 1 Pc. |
| 24 | .064 | .075 | 10 | 13 | 6 | 41 | 18 | 37 1/4 | 48 | 2 1/2 to 1 | 1 Pc. |
| 30 | .079 | .075 | 12 | 16 | 8 | 51 | 18 | 52 1/4 | 60 | 2 1/2 to 1 | 1 Pc. |
| 36 | .079 | .105 | 14 | 19 | 9 | 60 | 24 | 59 3/4 | 72 | 2 1/2 to 1 | 2 Pc. |
| 42 | .109 | .105 | 16 | 22 | 11 | 69 | 24 | 75 5/8 | 84 | 2 1/2 to 1 | 2 Pc. |
| 48 | .109 | .105 | 18 | 27 | 12 | 78 | 24 | 81 | 90 | 2 1/4 to 1 | 3 Pc. |
| 54 | .109 | .105 | 18 | 30 | 12 | 84 | 30 | 85 1/2 | 102 | 2 1/4 to 1 | 3 Pc. |
| 60 | .109× | .105× | 18 | 33 | 12 | 87 | — | — | 114 | 2 to 1 | 3 Pc. |
| 66 | .109× | .105× | 18 | 36 | 12 | 87 | — | — | 120 | 2 to 1 | 3 Pc. |
| 72 | .109× | .105× | 18 | 39 | 12 | 87 | — | — | 126 | 2 to 1 | 3 Pc. |
| 78 | .109× | .105× | 18 | 42 | 12 | 87 | — | — | 132 | 1 1/2 to 1 | 3 Pc. |
| 84 | .109× | .105× | 18 | 45 | 12 | 87 | — | — | 138 | 1 1/2 to 1 | 3 Pc. |
| 90 | .109× | .105× | 18 | 37 | 12 | 87 | — | — | 144 | 1 1/2 to 1 | 3 Pc. |
| 96 | .109× | .105× | 18 | 35 | 12 | 87 | — | — | 150 | 1 1/2 to 1 | 3 Pc. |

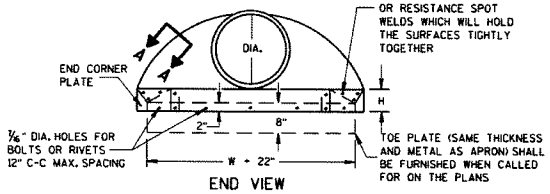
× EXCEPT CENTER PANEL SEE GENERAL NOTES

| REINFORCED CONCRETE APRON ENDWALLS | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| PIPE DIA. (IN.) | DIMENSIONS (inches) | | | | | | | APPROX. SLOPE |
| | T | A | B | C | D | E | G | |
| 12 | 2 | 4 | 24 | 48 1/8 | 72 7/8 | 24 | 2 | 3 to 1 |
| 15 | 2 1/4 | 6 | 27 | 46 | 73 | 30 | 2 1/4 | 3 to 1 |
| 18 | 2 1/2 | 9 | 27 | 46 | 73 | 36 | 2 1/2 | 3 to 1 |
| 21 | 2 3/4 | 9 | 36 | 37 1/2 | 73 1/2 | 42 | 2 3/4 | 3 to 1 |
| 24 | 3 | 9 1/2 | 43 1/2 | 30 | 73 1/2 | 48 | 3 | 3 to 1 |
| 27 | 3 1/4 | 10 1/2 | 49 1/2 | 24 | 73 1/2 | 54 | 3 1/4 | 3 to 1 |
| 30 | 3 1/2 | 12 | 54 | 19 3/4 | 73 1/2 | 60 | 3 1/2 | 3 to 1 |
| 36 | 4 | 15 | 63 | 34 3/4 | 97 1/4 | 72 | 4 | 3 to 1 |
| 42 | 4 1/2 | 21 | 63 | 35 | 98 | 78 | 4 1/2 | 3 to 1 |
| 48 | 5 | 24 | 72 | 26 | 98 | 84 | 5 | 3 to 1 |
| 54 | 5 1/2 | 27 | 65 | *33 1/4-35** | *98 1/4-100** | 90 | 5 1/2 | 2 7/8 to 1 |
| 60 | 6 | *30-35** | 60 | 39 | 99 | 96 | 5 | 2 to 1 |
| 66 | 6 1/2 | *24-30** | *72-78** | *21-27** | 99 | 102 | 5 1/2 | 2 to 1 |
| 72 | 7 | *24-36** | 78 | 21 | 99 | 108 | 6 | 2 to 1 |
| 78 | 7 1/2 | *24-36** | 78 | 21 | 99 | 114 | 6 1/2 | 2 to 1 |
| 84 | 8 | 36 | 90 1/2 | 21 | 111 1/2 | 120 | 6 1/2 | 1 1/2 to 1 |
| 90 | 8 1/2 | 41 | 87 1/2 | 24 | 111 1/2 | 132 | 6 1/2 | 1 1/2 to 1 |

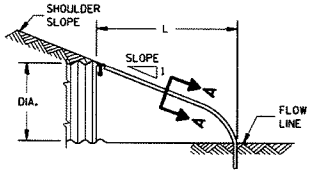
*MINIMUM
**MAXIMUM




PLAN VIEW

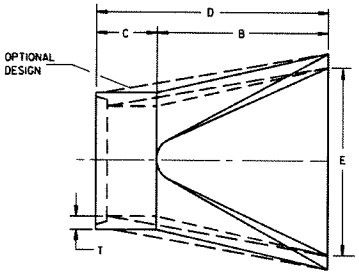



END VIEW

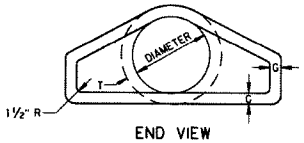



SIDE ELEVATION

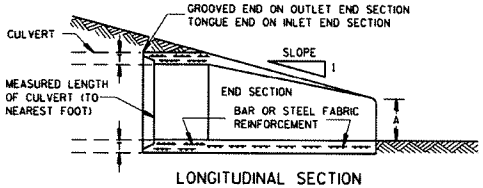
## METAL ENDWALLS




PLAN

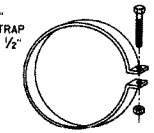



END VIEW



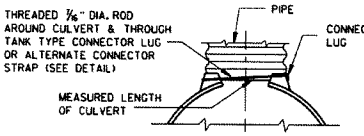

LONGITUDINAL SECTION

## CONCRETE ENDWALLS

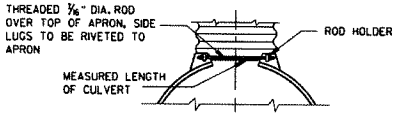



ALTERNATE FOR TYPE 1 CONNECTION

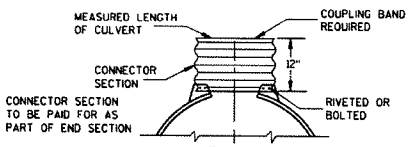
## END SECTION CONNECTOR STRAP



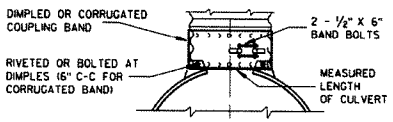

TYPE 1
FOR 12" THRU 24" CORR. PIPE




TYPE 2
FOR 30" THRU 96" CORR. PIPE




TYPE 3
FOR 42" THRU 96" CORR. PIPE




TYPE 5
ALTERNATE FOR:
ALL SIZES CORRUGATED CIRCULAR PIPE

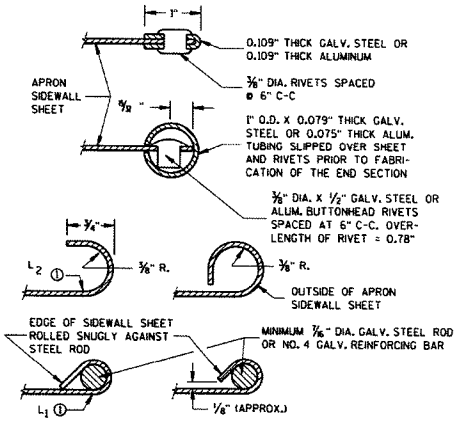
NOTE: DIMPLED BAND FITS OVER OUTSIDE OF ENDWALL, AND CORRUGATED BAND FITS INSIDE ENDWALL. DIMPLED BAND MAY BE USED WITH HELICALLY CORRUGATED PIPE.

FOR CIRCUMFERENTIALLY CORRUGATED PIPE USE ENDWALL CONNECTION DETAILS 1, 2, 3 OR 5 AS APPLICABLE.

FOR HELICALLY CORRUGATED PIPE USE ENDWALL CONNECTION DETAILS 1, 2 OR 5.

FOR HELICALLY CORRUGATED PIPES WITH TWO CIRCUMFERENTIAL CORRUGATIONS AT EACH END USE ENDWALL CONNECTION DETAILS 1, 2 OR 3.

## CONNECTION DETAILS




## SECTION A-A

## GENERAL NOTES

DETAILS OF CONSTRUCTION, MATERIALS AND WORKMANSHIP NOT SHOWN ON THIS DRAWING SHALL CONFORM TO THE PERTINENT REQUIREMENTS OF THE STANDARD SPECIFICATIONS AND THE APPLICABLE SPECIAL PROVISIONS.

CONCRETE CULVERT ENDWALLS MAY NOT BE USED WITH GALVANIZED STEEL OR ALUMINUM CULVERT PIPE OR VISE VERSA. GALVANIZED STEEL OR ALUMINUM ENDWALLS SHALL NORMALLY BE INSTALLED ON CULVERT PIPE OF THE SAME METAL.

ALL THREE PIECE STEEL APRON ENDWALLS FOR 60" DIAMETER PIPE AND LARGER SHALL HAVE 0.109" SIDES AND 0.138" CENTER PANELS. ALL THREE PIECE ALUMINUM APRON ENDWALLS FOR 60" DIAMETER PIPE AND LARGER SHALL HAVE 0.105" SIDES AND 0.134" CENTER PANELS. THE WIDTH OF CENTER PANELS SHALL BE GREATER THAN 20 PERCENT OF THE PIPE PERIMETER.

LAP SEAMS SHALL BE TIGHTLY JOINED BY GALVANIZED RIVETS OR BOLTS FOR STEEL UNITS AND ALUMINUM RIVETS AND BOLTS FOR ALUMINUM UNITS. FOR THE 60" THROUGH 96" DIAMETER APRON ENDWALL SIZES, THE REINFORCED EDGES AND CENTER PANEL SEAMS SHALL BE FURTHER REINFORCED WITH GALVANIZED STEEL OR ALUMINUM STIFFENER ANGLES. THE ANGLES SHALL BE ATTACHED BY GALVANIZED NUTS AND BOLTS FOR STEEL UNITS AND ALUMINUM NUTS AND BOLTS FOR ALUMINUM UNITS.

WHERE TWO OR MORE PIPES WITH APRON ENDWALLS ARE LAID ADJACENT TO EACH OTHER, THEY SHALL BE SEPARATED BY A DISTANCE SUFFICIENT TO PROVIDE A MINIMUM CLEARANCE OF 6 INCHES BETWEEN APRON ENDWALLS.

① FOR PIPE SIZES UP TO 60" DIAMETER, A 180° ROLLED EDGE MAY BE USED INSTEAD OF STEEL ROD REINFORCEMENT. SEE SECTION A-A.

APRON ENDWALLS FOR CULVERT PIPE

STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION

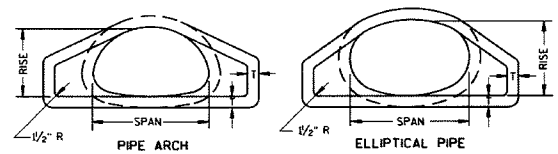
APPROVED
6-30-94 /S/ Rory L. Rhinesmith
DATE CHIEF ROADWAY DEVELOPMENT ENGINEER
FHWA

SHEET 29

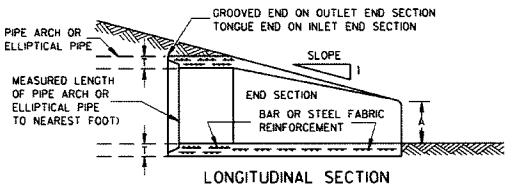
6

S.D.D. 8 F 1-11

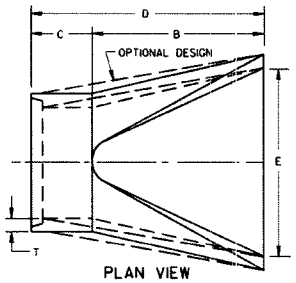
# SDD 8f2 Apron Endwalls for Pipe Arch and Elliptical Pipe




END VIEW




LONGITUDINAL SECTION




PLAN VIEW

CONCRETE ENDWALLS

| 2- 2/3" X 1/2" CORRUGATIONS | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| EQUIV. DIA. (inches) | (inches) | | MIN. THICK. (inches) | | DIMENSIONS (inches) | | | | | | | APPROX. SLOPE | BODY |
| | SPAN | RISE | STEEL | ALUM. | A (±1") | B (MAX.) | H (±1") | L (±1½") | L1 ① | L2 ① | W (±2") | | |
| 15 | 17 | 13 | .064 | .060 | 7 | 9 | 6 | 19 | 14 | 46 | 60 | 2½ to 1 | 1 Pc. |
| 18 | 21 | 15 | .064 | .060 | 7 | 10 | 6 | 23 | 14 | 49⅜ | 66 | 2½ to 1 | 1 Pc. |
| 21 | 24 | 18 | .064 | .060 | 8 | 12 | 6 | 28 | 18 | 21¾ | 42 | 2½ to 1 | 1 Pc. |
| 24 | 28 | 20 | .064 | .060 | 9 | 14 | 6 | 32 | 18 | 27½ | 48 | 2½ to 1 | 1 Pc. |
| 30 | 35 | 24 | .079 | .075 | 10 | 16 | 6 | 39 | 18 | 37⅝ | 60 | 2½ to 1 | 1 Pc. |
| 36 | 42 | 29 | .079 | .075 | 12 | 18 | 8 | 46 | 24 | 45⅜ | 75 | 2½ to 1 | 1 Pc. |
| 42 | 49 | 33 | .189 | .185 | 13 | 21 | 9 | 53 | 24 | 54¾ | 105 | 2½ to 1 | 2 Pc. |
| 48 | 57 | 36 | .189 | .185 | 18 | 26 | 12 | 63 | 24 | 68 | 90 | 2½ to 1 | 3 Pc. |
| 54 | 64 | 43 | .189 | .185 | 18 | 30 | 12 | 70 | 24 | 72¾ | 102 | 2¼ to 1 | 3 Pc. |
| 60 | 71 | 47 | .189* | .185* | 18 | 33 | 12 | 77 | 30 | 82¼ | 114 | 2¼ to 1 | 3 Pc. |
| 66 | 77 | 52 | .189* | .185* | 18 | 36 | 12 | 77 | — | — | 126 | 2 to 1 | 3 Pc. |
| 72 | 83 | 57 | .189* | .185* | 18 | 39 | 12 | 77 | — | — | 138 | 2 to 1 | 3 Pc. |

| 3" X 1" CORRUGATIONS | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| EQUIV. DIA. (inches) | (inches) | | MIN. THICK. (inches) | | DIMENSIONS (inches) | | | | | | | APPROX. SLOPE | BODY |
| | SPAN | RISE | STEEL | ALUM. | A (±1") | B (MAX.) | H (±1") | L (±1½") | L1 ① | L2 ① | W (±2") | | |
| 48 | 53 | 41 | .109 | .105 | 18 | 26 | 12 | 63 | 24 | 72¾ | 90 | 2½ to 1 | 2 Pc. |
| 54 | 60 | 46 | .109 | .105 | 18 | 30 | 12 | 70 | 30 | 82¼ | 102 | 2 to 1 | 2 Pc. |
| 60 | 66 | 51 | .109* | .105* | 18 | 33 | 12 | 77 | — | — | 114 | 1½ to 1 | 3 Pc. |
| 66 | 73 | 55 | .109* | .105* | 18 | 36 | 12 | 77 | — | — | 126 | 1½ to 1 | 3 Pc. |
| 72 | 81 | 59 | .109* | .105* | 18 | 39 | 12 | 77 | — | — | 138 | 2 to 1 | 3 Pc. |
| 78 | 87 | 63 | .109* | .105* | 22 | 38 | 12 | 77 | — | — | 148 | 1½ to 1 | 3 Pc. |
| 84 | 95 | 67 | .109* | .105* | 22 | 34 | 12 | 77 | — | — | 162 | 1½ to 1 | 3 Pc. |
| 90 | 103 | 71 | .109* | .105* | 22 | 38 | 12 | 77 | — | — | 174 | 1½ to 1 | 3 Pc. |
| 96 | 112 | 75 | .109* | .105* | 24 | 40 | 12 | 77 | — | — | 174 | 1½ to 1 | 3 Pc. |

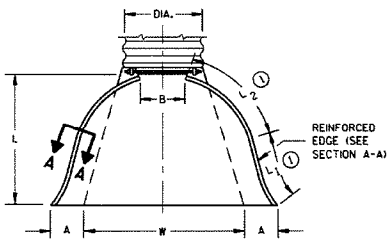
NOTE: ALL SPLICES TO BE LAP RIVETED OR BOLTED.

* EXCEPT CENTER PANEL SEE GENERAL NOTES

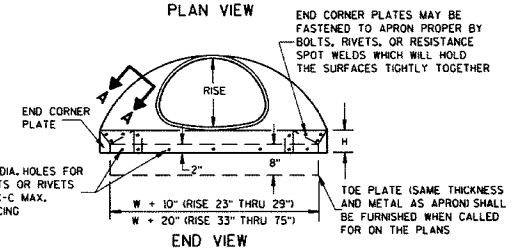
| REINFORCED CONCRETE PIPE ARCH | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| EQUIV. DIA. (inches) | DIMENSIONS (inches) | | | | | | | | APPROX. SLOPE |
| | ** SPAN | ** RISE | T | A | B | C | D | E | |
| 24 | 29 | 18 | 3 | 8½ | 39 | 33 | 72 | 48 | 3 to 1 |
| 30 | 36 | 22 | 3½ | 9½ | 50 | 46 | 96 | 60 | 3 to 1 |
| 36 | 44 | 27 | 4 | 11⅝ | 60 | 36 | 96 | 72 | 3 to 1 |
| 42 | 51 | 31 | 4½ | 13⅝ | 60 | 36 | 96 | 78 | 3 to 1 |
| 48 | 58 | 36 | 5 | 21 | 60 | 36 | 96 | 84 | 3 to 1 |
| 54 | 65 | 40 | 5½ | 25½ | 60 | 36 | 96 | 90 | 3 to 1 |
| 60 | 73 | 45 | 6 | 31 | 60 | 36 | 96 | 96 | 3 to 1 |
| 72 | 88 | 54 | 7 | 31 | 60 | 39 | 99 | 120 | 2 to 1 |
| 84 | 102 | 62 | 8 | 28½ | 83 | 19 | 102 | 144 | 2 to 1 |

| REINFORCED CONCRETE ELLIPTICAL PIPE | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| EQUIV. DIA. (inches) | DIMENSIONS (inches) | | | | | | | | APPROX. SLOPE |
| | ** SPAN | ** RISE | T | A | B | C | D | E | |
| 24 | 30 | 19 | 3¼ | 8½ | 39 | 33 | 72 | 48 | 3 to 1 |
| 30 | 38 | 24 | 3¾ | 9½ | 54 | 18 | 72 | 60 | 3 to 1 |
| 36 | 45 | 29 | 4½ | 11⅝ | 60 | 24 | 84 | 72 | 2½ to 1 |
| 42 | 53 | 34 | 5 | 15¾ | 60 | 36 | 96 | 78 | 2½ to 1 |
| 48 | 60 | 38 | 5½ | 21 | 60 | 36 | 96 | 84 | 2½ to 1 |
| 54 | 68 | 43 | 6 | 25½ | 60 | 36 | 96 | 90 | 2½ to 1 |
| 60 | 76 | 48 | 6½ | 30 | 60 | 36 | 96 | 96 | 2½ to 1 |

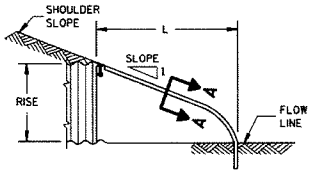
**NOMINAL SIZE




PLAN VIEW

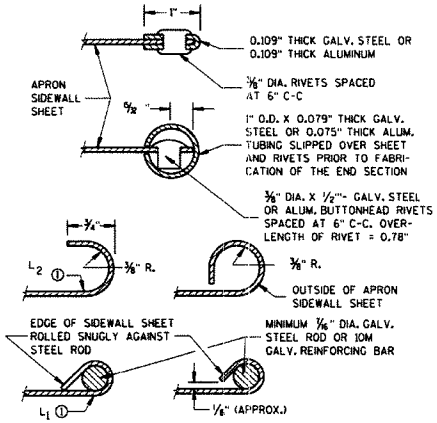



END VIEW

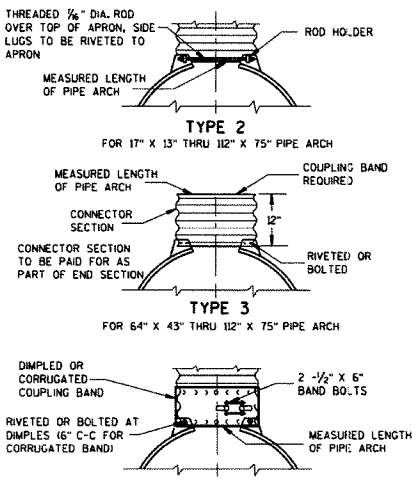



SIDE ELEVATION

METAL ENDWALLS




SECTION A-A




NOTE: DIMPLED BAND FITS OVER OUTSIDE OF ENDWALL, AND CORRUGATED BAND FITS INSIDE ENDWALL.

CONNECTION DETAILS

## GENERAL NOTES

DETAILS OF CONSTRUCTION, MATERIALS AND WORKMANSHIP NOT SHOWN ON THIS DRAWING SHALL CONFORM TO THE PERTINENT REQUIREMENTS OF THE STANDARD SPECIFICATIONS AND THE APPLICABLE SPECIAL PROVISIONS.

CONCRETE APRON ENDWALLS MAY NOT BE USED WITH GALVANIZED STEEL OR ALUMINUM CULVERT PIPE OR VISE VERSA. GALVANIZED STEEL OR ALUMINUM APRON ENDWALLS SHALL NORMALLY BE INSTALLED ON CULVERT PIPE OF THE SAME METAL.

ALL THREE PIECE STEEL APRON ENDWALLS FOR 66" X 51" PIPE ARCH AND LARGER SHALL HAVE 0.109" SIDES AND 0.138" CENTER PANELS. ALL THREE PIECE ALUMINUM APRON ENDWALLS FOR 66" X 51" PIPE ARCH AND LARGER SHALL HAVE 0.105" SIDES AND 0.134" CENTER PANELS. THE WIDTH OF CENTER PANELS SHALL BE GREATER THAN 20 PERCENT OF THE PIPE ARCH PERIMETER.

LAP SEAMS SHALL BE TIGHTLY JOINED BY GALVANIZED RIVETS OR BOLTS FOR STEEL UNITS AND ALUMINUM RIVETS AND BOLTS FOR ALUMINUM UNITS. FOR THE 77" X 52" THROUGH 112" X 75" APRON ENDWALL SIZES, THE REINFORCED EDGES AND CENTER PANEL SEAMS SHALL BE FURTHER REINFORCED WITH GALVANIZED STEEL OR ALUMINUM STIFFENER ANGLES. THE ANGLES SHALL BE ATTACHED BY GALVANIZED NUTS AND BOLTS FOR STEEL UNITS AND ALUMINUM NUTS AND BOLTS FOR ALUMINUM UNITS.

WHERE TWO OR MORE PIPES WITH APRON ENDWALLS ARE LAID ADJACENT TO EACH OTHER, THEY SHALL BE SEPARATED BY A DISTANCE SUFFICIENT TO PROVIDE A MINIMUM CLEARANCE OF 6 INCHES BETWEEN APRON ENDWALLS.

① FOR PIPE ARCH SIZES UP TO 73" X 55" A 180° ROLLED EDGE MAY BE USED INSTEAD OF STEEL ROD REINFORCEMENT. SEE SECTION A-A.

APRON ENDWALLS FOR PIPE ARCH AND ELLIPTICAL PIPE

STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION

APPROVED
11-30-94 /S/ Rory L. Rhinesmith
DATE CHIEF ROADWAY DEVELOPMENT ENGINEER
FHWA

SHEET 30

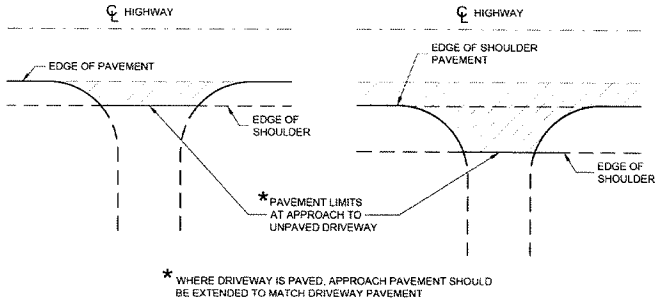
6

6

S.D.D. 8 F 2-1

S.D.D. 8 F 2-1

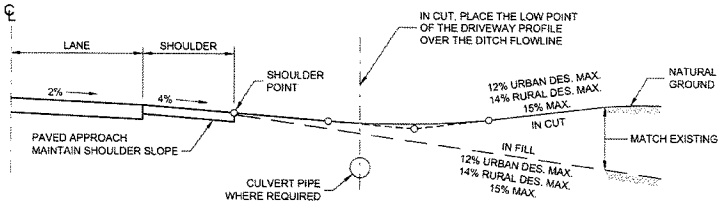
# SDD 08D21 Driveways without Curb and Gutter




**PLAN VIEW**
(UNPAVED SHOULDER ON HIGHWAY)

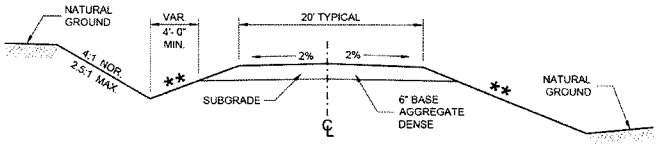
**PLAN VIEW**
(PAVED SHOULDER ON HIGHWAY)

**RURAL DRIVEWAY INTERSECTION DETAIL**
**(NO CURB AND GUTTER OR SIDEWALK)**




**TYPICAL DRIVEWAY PROFILES**

6

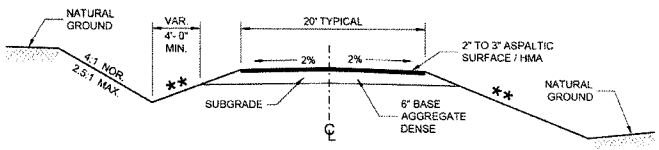



**IN CUT** **IN FILL**

**TYPICAL CROSS SECTION FOR PRIVATE DRIVE OR FIELD ENTRANCE AGGREGATE SURFACE**

** SLOPE CAN VARY WITH SPEED. SEE 11-45-30.6.2

| POSTED SPEED MPH | MAX. SLOPE |
|---|---|
| <35 | 4:1 |
| ≥ 35 TO < 60 | 6:1 |
| ≥60 | 10:1 |




**IN CUT** **IN FILL**

**TYPICAL CROSS SECTION FOR PRIVATE DRIVE OR FIELD ENTRANCE ASPHALTIC SURFACE**

6

SDD 08D21 - 01

**DRIVEWAYS WITHOUT CURB AND GUTTER**

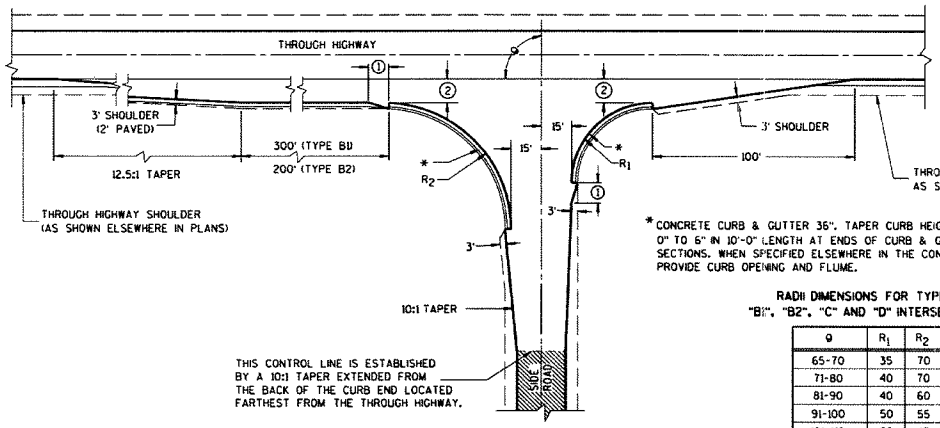
STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION

APPROVED
December 2017 — DATE
/S/ Rodney Taylor — ROADWAY STANDARDS DEVELOPMENT UNIT SUPERVISOR
FHWA

SHEET 31

SDD 08D21 - 01

# SDD 9a1-a At-Grade Side Road Intersection, Types B1, B2, C and D and Tee Intersection Bypass Lane

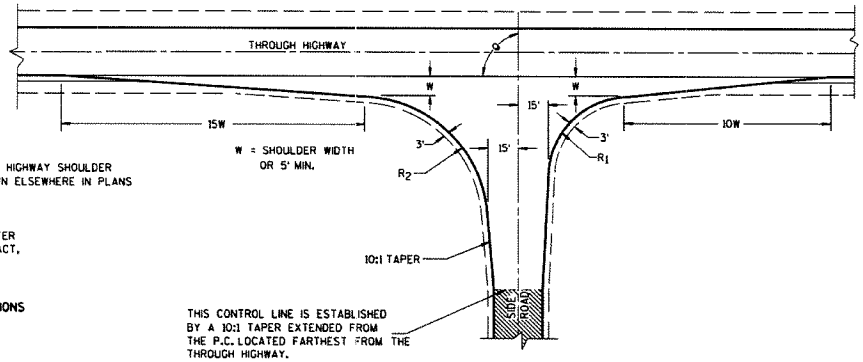



TYPE "B1" AND "B2"

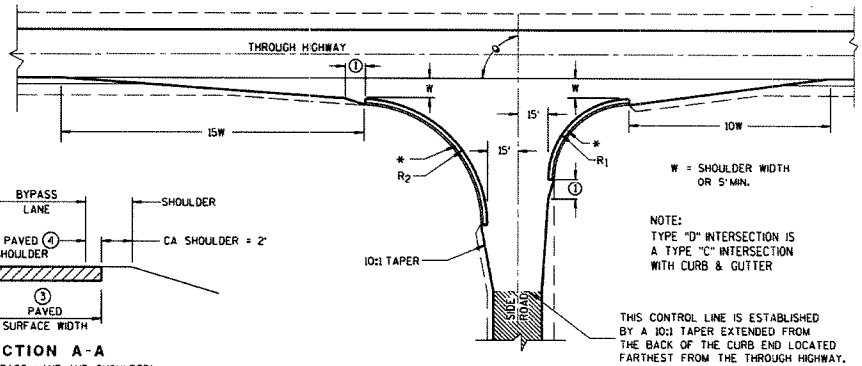
*CONCRETE CURB & GUTTER 36". TAPER CURB HEIGHT 0" TO 6" IN 10'-0" LENGTH AT ENDS OF CURB & GUTTER SECTIONS. WHEN SPECIFIED ELSEWHERE IN THE CONTRACT, PROVIDE CURB OPENING AND FLUME.

RADII DIMENSIONS FOR TYPES "B1", "B2", "C" AND "D" INTERSECTIONS

| θ | $R_1$ | $R_2$ |
|---|---|---|
| 65-70 | 35 | 70 |
| 71-80 | 40 | 70 |
| 81-90 | 40 | 60 |
| 91-100 | 50 | 55 |
| 101-110 | 60 | 45 |




TYPE "C"




TYPE "D"

## GENERAL NOTES

DESIGNS MAY BE USED INTERCHANGEABLY IN COMBINATION OR SEPARATELY FOR ANY ONE COMPLETE INTERSECTION DEPENDING UPON INTERSECTION ANGLE AND SURFACING OF EACH APPROACH ROADWAY.

### SIDE ROAD SURFACING NOTE

WHEN THE SIDE ROAD IS NOT PRESENTLY PAVED, PAVEMENT SHALL BE PLACED TO THE LIMITS SHOWN UNLESS OTHERWISE PROVIDED IN THE CONTRACT. WHERE THE CONSTRUCTION LIMITS ARE BEYOND THE PAVING LIMITS, CRUSHED AGGREGATE SURFACING SHALL BE PLACED BETWEEN THE PAVING LIMITS AND CONSTRUCTION LIMITS.

WHEN THE SIDE ROAD IS PRESENTLY PAVED, NEW PAVEMENT SHALL BE PLACED TO THE LIMITS OF DESIGN AS SHOWN AND BEYOND, IF NECESSARY, TO MEET EXISTING PAVEMENT.

WHEN THE SIDE ROAD IS THE CONSTRUCTION PROJECT, THE INTERSECTION SURFACING SHALL BE THE SAME AS FOR THE PROJECT.

EXISTING PAVED SURFACE

BYPASS LANE

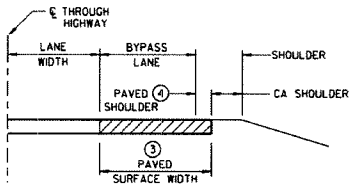
(1) 10-FT TYPICAL.

(2) 12-FT** PLUS ADDITIONAL WIDTH FOR BIKE LANE IF SHOWN ELSEWHERE IN THE PLAN.

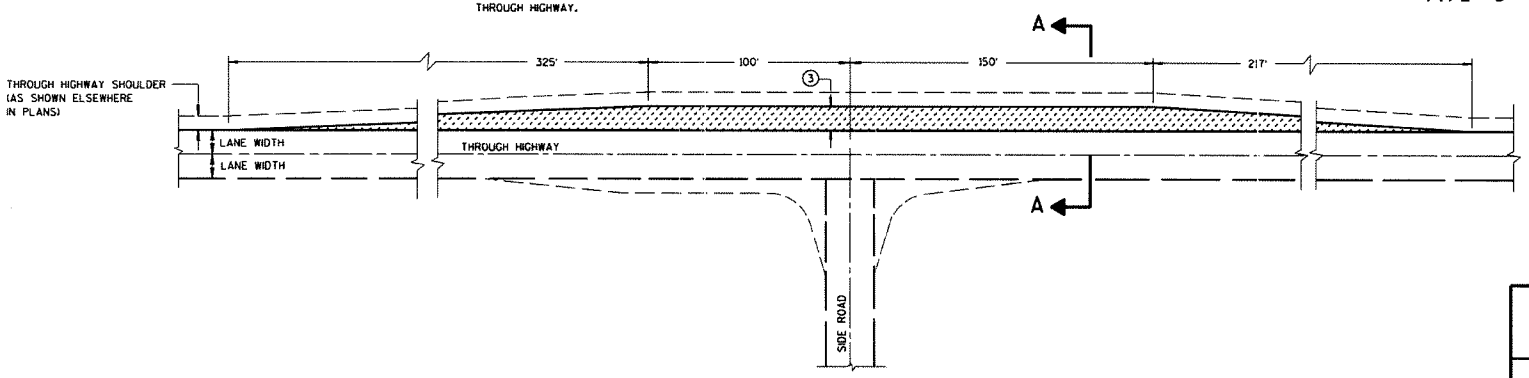
**10-FT MAY BE USED ON TYPE B2 ON RESURFACING PROJECTS IF SPECIFIED IN THE CONTRACT.

(3) BYPASS LANE PAVED SURFACE WIDTH OUTSIDE OF TRAVEL LANE
-ASPHALT = 12-FT PLUS PAVED SHOULDER WIDTH.
-PC CONCRETE = 13-FT PLUS PAVED SHOULDER WIDTH.

(4) BYPASS LANE PAVED SHOULDER WIDTH = THE GREATER OF 1-FT OR THE PAVED SHOULDER WIDTH OF THE THROUGH HIGHWAY.




SECTION A-A
(SHOWING BYPASS LANE AND SHOULDER)




TEE INTERSECTION BYPASS LANE DETAIL

SHEET 32

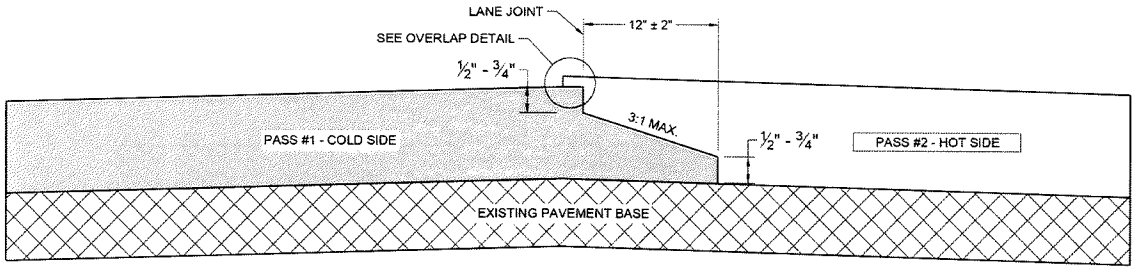
AT-GRADE SIDE ROAD INTERSECTION, TYPES "B1", "B2", "C" AND "D" AND TEE INTERSECTION BYPASS LANE

STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION

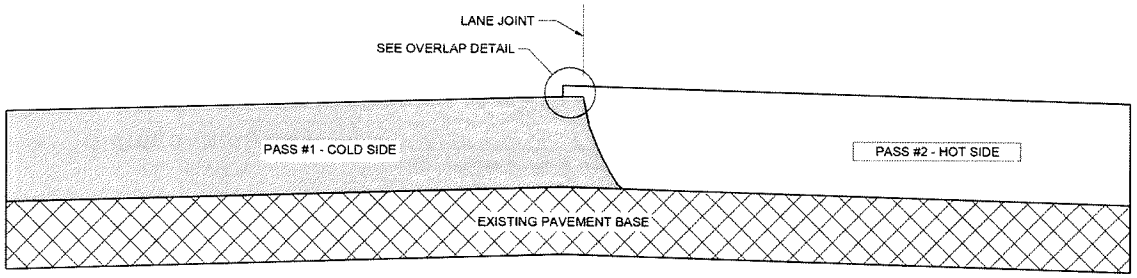
6

S.D.D. 9 A 1-13a

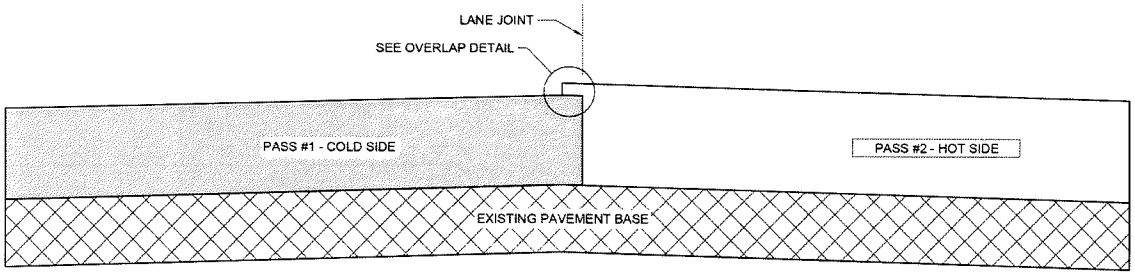
# SDD 13C19 HMA Longitudinal Joints




**TYPICAL PAVEMENT CROSS SECTION**
**NOTCHED WEDGE JOINT**




**TYPICAL PAVEMENT CROSS SECTION**
**VERTICAL JOINT**




**TYPICAL PAVEMENT CROSS SECTION**
**VERTICAL JOINT (MILLED)**

## GENERAL NOTES

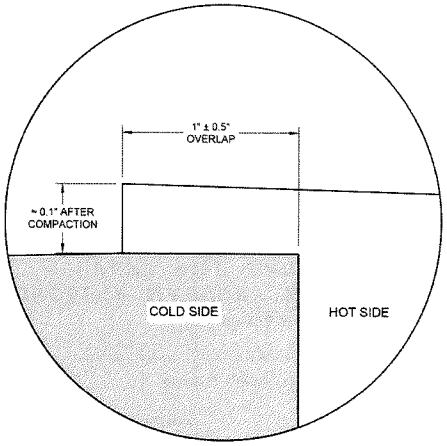
IN ADDITION TO THE DETAILS PROVIDED IN THIS DRAWING, CONFORM TO STANDARD SPECIFICATION 450.3.2.8 FOR WHEN A NOTCHED WEDGE JOINT IS REQUIRED AND FOR GENERAL JOINT CONSTRUCTION REQUIREMENTS.

FOR ALL LONGITUDINAL JOINTS, ENSURE THE PAVER SCREED OVERLAPS THE PREVIOUSLY PLACED PAVEMENT BY 1" ± 0.5" AND THE HOT SIDE OF THE JOINT REMAINS HIGHER THAN THE COLD SIDE BY APPROXIMATELY 0.1" AFTER FINAL COMPACTION. (IT WILL BE FLUSH WHEN PAVING IN ECHELON.)

ONLY REMOVE THE LONGITUDINAL NOTCHED WEDGE JOINT FOR SMA PAVEMENT OR AS DIRECTED BY THE ENGINEER TO ADDRESS SPECIFIC LENGTHS OF JOINT DAMAGED BY TRAFFIC.

WHEN MILLING BACK OR REMOVING ANY LONGITUDINAL JOINT, LIMIT THE MATERIAL REMOVED TO 2" FROM THE TOP NOTCH OR FROM THE VERTICAL JOINT EDGE ON THE COLD SIDE OF THE JOINT.

USE LONGITUDINAL MILLED JOINT AS PLANS SHOW OR THE AS THE ENGINEER DIRECTS.




**OVERLAP DETAIL (TYPICAL)**

SHEET 3.3

| HMA LONGITUDINAL JOINTS | |
|---|---|
| STATE OF WISCONSIN<br>DEPARTMENT OF TRANSPORTATION | |
| APPROVED<br>November 2020<br>DATE | /S/ Steven Hefel<br>HMA PAVEMENT ENGINEER |

FHWA

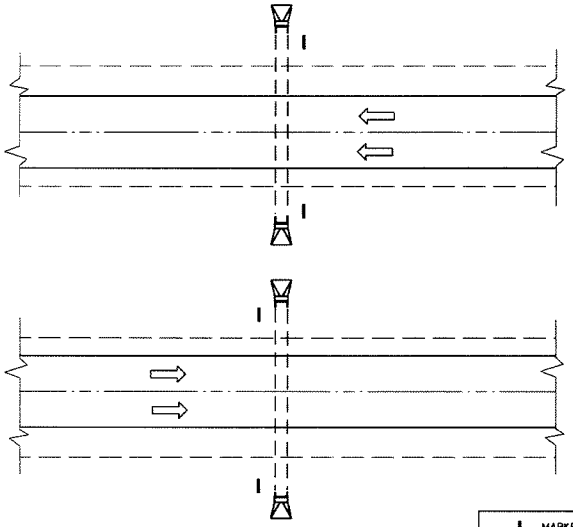
6

SDD 13C19 - 03

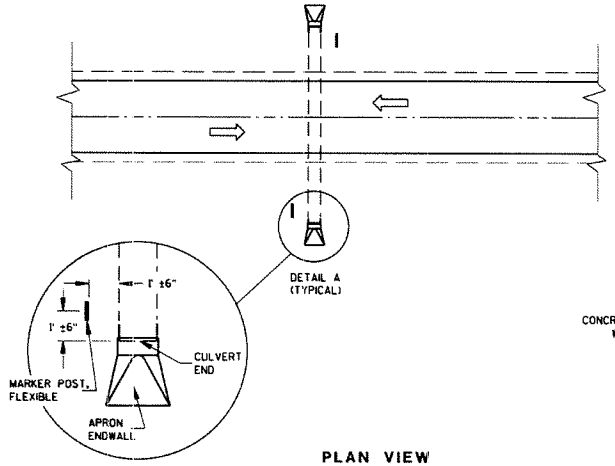
6

SDD 13C19 - 03

# SDD 15a3-a Flexible Marker Post for Culvert End



PLAN VIEW
DIVIDED HIGHWAY




DETAIL A
(TYPICAL)

PLAN VIEW
UNDIVIDED HIGHWAY

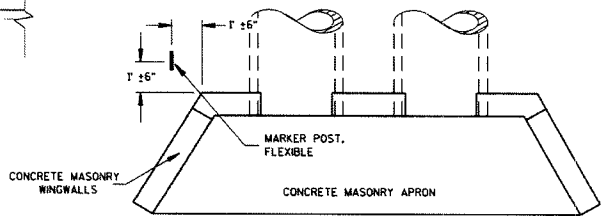
MARKER POST, FLEXIBLE

DIRECTION OF TRAFFIC FLOW

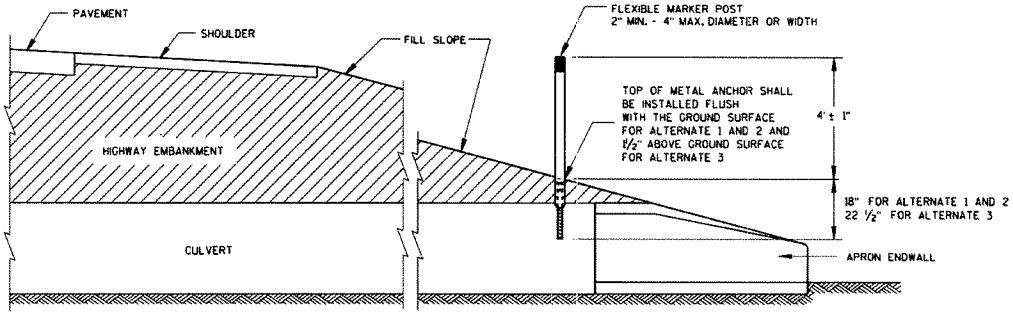
FLEXIBLE MARKER POST LOCATION

## GENERAL NOTES

DETAILS OF CONSTRUCTION, MATERIALS AND WORKMANSHIP NOT SHOWN ON THIS DRAWING SHALL CONFORM TO THE PERTINENT REQUIREMENTS OF THE STANDARD SPECIFICATIONS AND THE APPLICABLE SPECIAL PROVISIONS.




PLAN VIEW
CONCRETE MASONRY ENDWALLS FOR CULVERT PIPE AND PIPE ARCH




CROSS SECTION
FLEXIBLE MARKER POST

| FLEXIBLE MARKER POST FOR CULVERT END |
|---|
| STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION |

SHEET 34

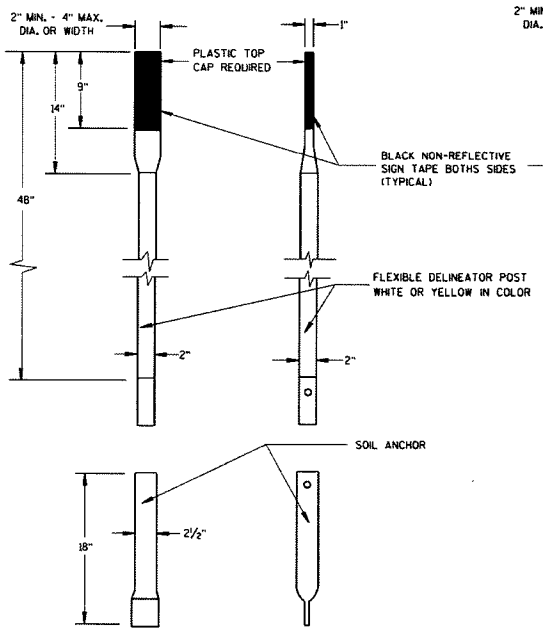
6

S.D.D. 15 A 3-2a

6

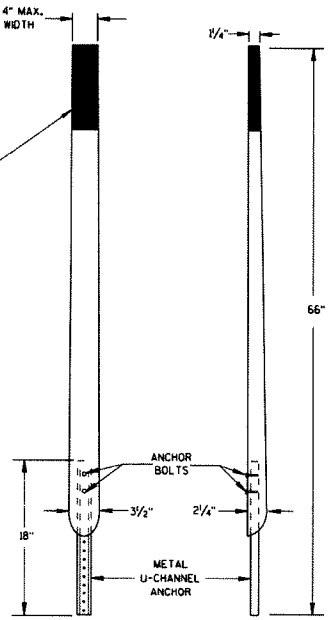
S.D.D. 15 A 3-2a

# SDD 15a3-b Flexible Marker Post for Culvert End




FRONT VIEW SIDE VIEW

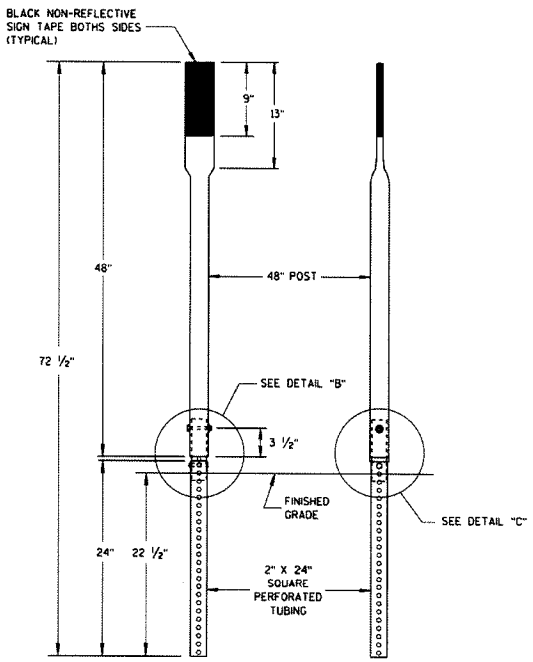
ALTERNATE 1




FRONT VIEW SIDE VIEW

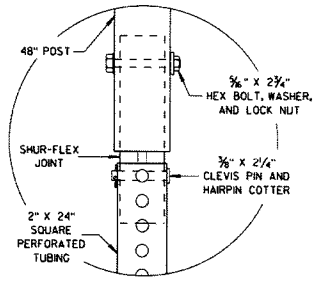
ALTERNATE 2

## FLEXIBLE MARKER POSTS

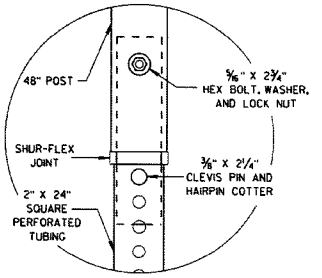



FRONT VIEW SIDE VIEW

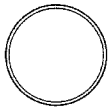
ALTERNATE 3



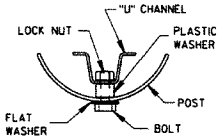

DETAIL B



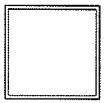

DETAIL C



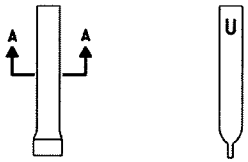
SECTION A-A




SECTION B-B

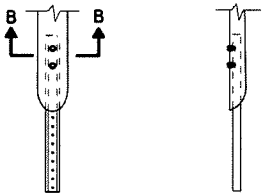


SECTION C-C



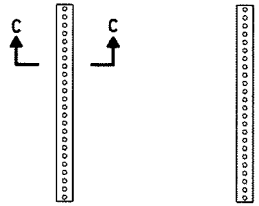

FRONT VIEW SIDE VIEW

ALTERNATE 1




FRONT VIEW SIDE VIEW

ALTERNATE 2




FRONT VIEW SIDE VIEW

ALTERNATE 3

## FLEXIBLE MARKER POST ANCHORS

SHEET 35

FLEXIBLE MARKER POST
FOR CULVERT END

STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION

APPROVED
10/1/2012 — DATE
/S/ Travis Feltes — STATE TRAFFIC ENGINEER OF DESIGN
FHWA

6

S.D.D. 15 A 3-2b

6

S.D.D. 15 A 3-2b

# SDD 15C04 Traffic Control, Advance Warning Signs 45 MPH or Greater Undivided Road Open to Traffic

## GENERAL NOTES

THE EXACT NUMBER, LOCATION, AND SPACING OF ALL SIGNS AND DEVICES SHALL BE ADJUSTED TO FIT FIELD CONDITIONS.

THE SPACING BETWEEN TRAFFIC CONTROL SIGNS SHOULD BE ADJUSTED TO NOT CONFLICT WITH AND SHOULD PROVIDE A MINIMUM OF 200 FEET (500 FEET DESIRABLE) CLEARANCE TO EXISTING SIGNS THAT WILL REMAIN IN PLACE.

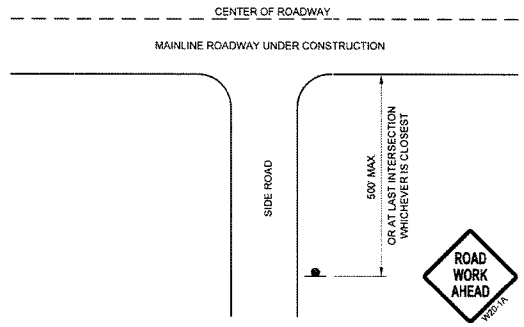
ALL SIGNS ARE 48" X 48" UNLESS OTHERWISE NOTED.

SIGNS THAT WILL BE IN PLACE LESS THAN SEVEN CONTINUOUS DAYS AND NIGHTS MAY BE MOUNTED ON PORTABLE SUPPORTS.

IF A "STOP" SIGN MUST BE REMOVED FOR A WORK OPERATION, A TEMPORARY "STOP" SIGN SHALL BE PLACED PRIOR TO THE SIGN REMOVAL, OR A FLAGGER SHALL BE PROVIDED UNTIL THE SIGN IS REESTABLISHED.

* OMIT G20-1 SIGNS IF LENGTH OF WORK AREA IS 2 MILES OR LESS

** PLACE AN ADDITIONAL W20-1A "ROAD WORK AHEAD" SIGN IF WORK AREA WITHIN THE PROJECT IS SEPARATED BY MORE THAN 2 MILES FROM PREVIOUS WORK AREA.



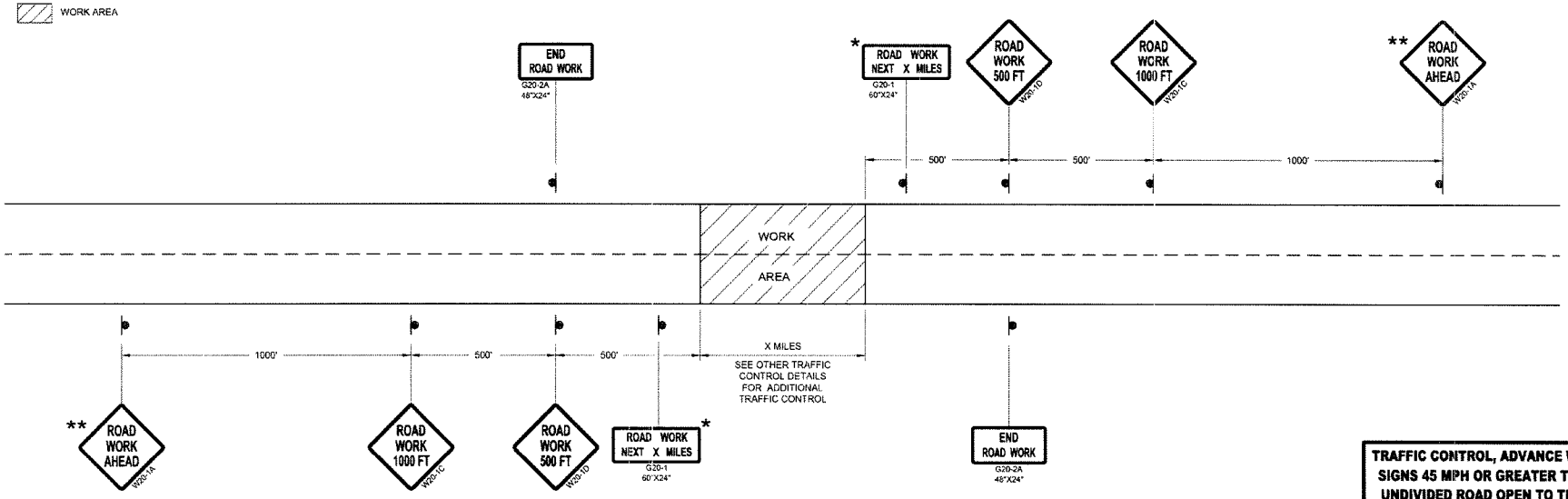

**TYPICAL SIDE ROAD APPROACH WARNING SIGN DETAIL**

## LEGEND

SIGN ON PERMANENT SUPPORT

DIRECTION OF TRAFFIC

WORK AREA




**TRAFFIC CONTROL, ADVANCE WARNING SIGNS 45MPH OR GREATER**

| TRAFFIC CONTROL, ADVANCE WARNING SIGNS 45 MPH OR GREATER TWO-WAY UNDIVIDED ROAD OPEN TO TRAFFICE | |
|---|---|
| STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION | |
| APPROVED July 2018 DATE | /S/ Andrew Heidke WORK ZONE ENGINEER |

SHEET 5E

6

SDD 15C04 - 05

6

SDD 15C04 - 05

# SDD 15C05 Traffic Control, Advance Warning Signs 40 MPH or Less Two Way Undivided Road Open to Traffic

## GENERAL NOTES

THE EXACT NUMBER, LOCATION, AND SPACING OF ALL SIGNS AND DEVICES SHALL BE ADJUSTED TO FIT FIELD CONDITIONS.

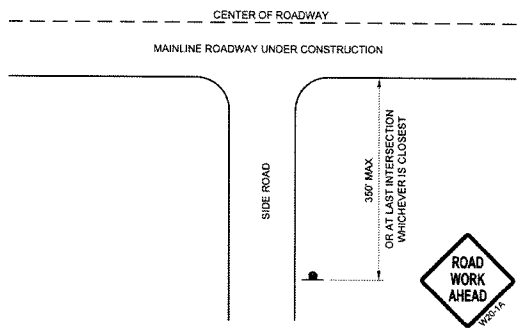
THE SPACING BETWEEN TRAFFIC CONTROL SIGNS SHOULD BE ADJUSTED TO NOT CONFLICT WITH AND SHOULD PROVIDE A MINIMUM OF 200 FEET (500 FEET DESIRABLE) CLEARANCE TO EXISTING SIGNS THAT WILL REMAIN IN PLACE.

ALL SIGNS ARE 48" X 48" UNLESS OTHERWISE NOTED. IF NECESSARY DUE TO SPACE CONSTRAINTS, 36"X36" SIGNS MAY BE USED INSTEAD OF 48" X 48" SIGNS.

SIGNS THAT WILL BE IN PLACE LESS THAN SEVEN CONTINUOUS DAYS AND NIGHTS MAY BE MOUNTED ON PORTABLE SUPPORTS.

IF A "STOP" SIGN MUST BE REMOVED FOR A WORK OPERATION, A TEMPORARY "STOP" SIGN SHALL BE PLACED PRIOR TO THE SIGN REMOVAL, OR A FLAGGER SHALL BE PROVIDED UNTIL THE SIGN IS REESTABLISHED.

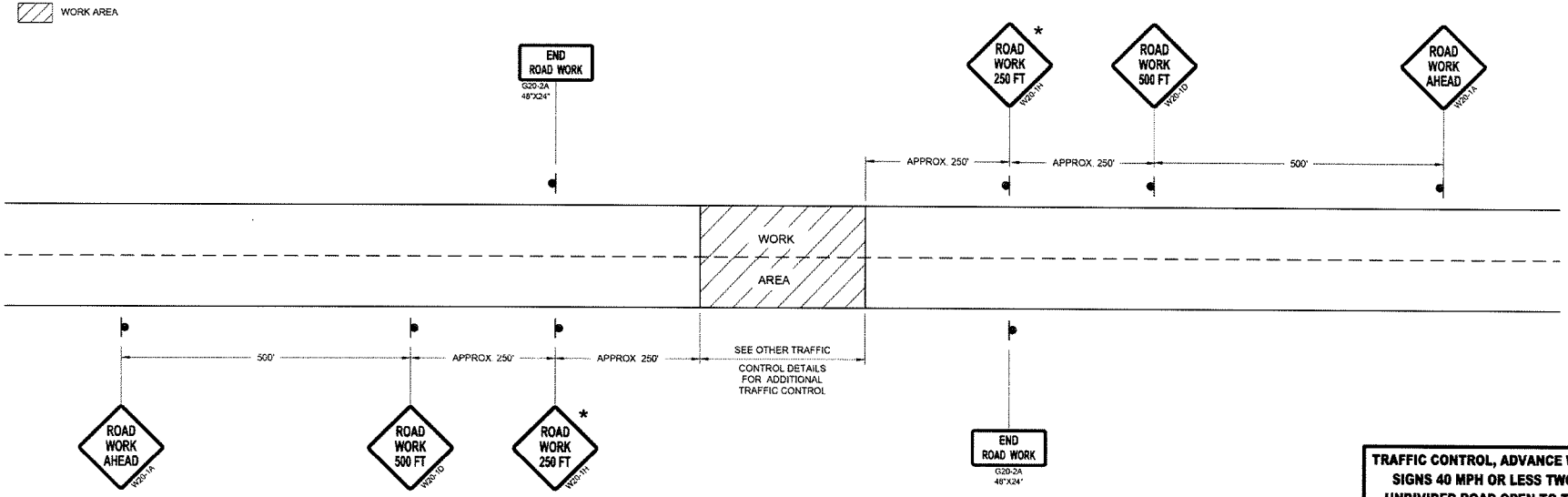
* THE THIRD W20-1 SIGN IS REQUIRED ONLY IF THERE IS AN INTERSECTION BETWEEN THE "ROAD WORK 500 FEET" SIGN AND THE WORK ZONE. ADJUST THE PLACEMENT OF THIS SIGN BASED ON INTERSECTION LOCATION AND OTHER FIELD CONDITIONS.




**TYPICAL SIDE ROAD APPROACH WARNING SIGN DETAIL**

## LEGEND

- SIGN ON PERMANENT SUPPORT
- DIRECTION OF TRAFFIC
- WORK AREA




**TRAFFIC CONTROL, ADVANCE WARNING SIGNS 40MPH OR LESS**

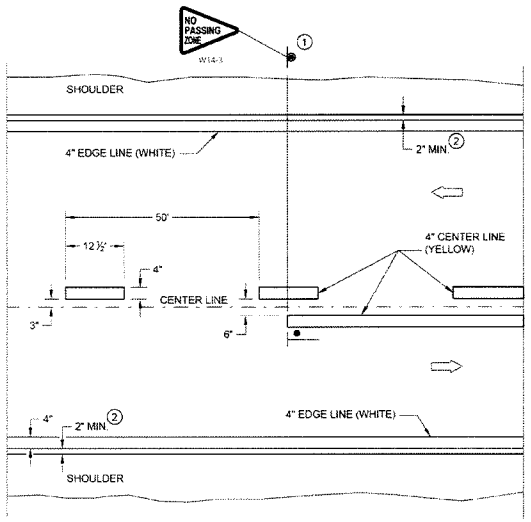
SHEET 1 OF 1

| TRAFFIC CONTROL, ADVANCE WARNING SIGNS 40 MPH OR LESS TWO-WAY UNDIVIDED ROAD OPEN TO TRAFFIC | |
|---|---|
| STATE OF WISCONSIN<br>DEPARTMENT OF TRANSPORTATION | |
| APPROVED<br>July 2018<br>DATE | /S/ Andrew Heidtke<br>WORK ZONE ENGINEER |
| FHWA | |

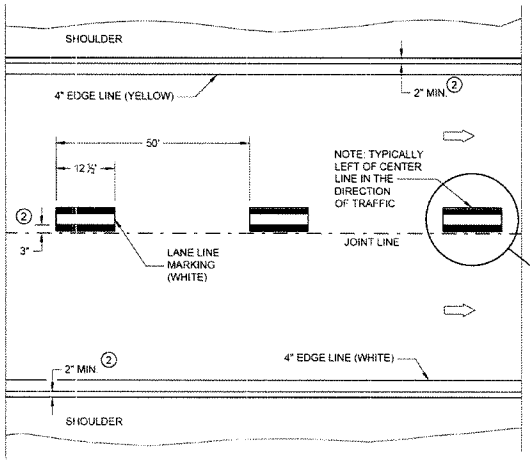


SDD 15C05 - 05

# SDD 15C08-a Longitudinal Marking (Mainline)

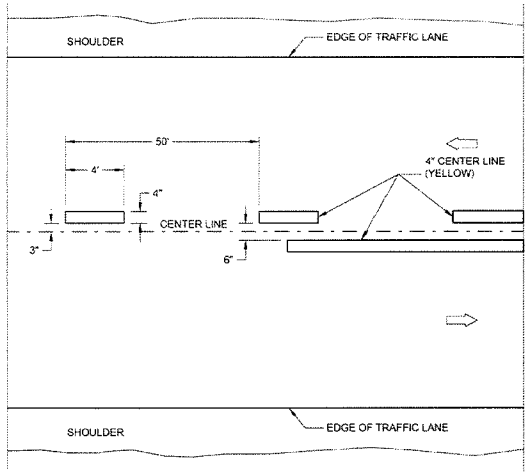



**TWO WAY TRAFFIC**

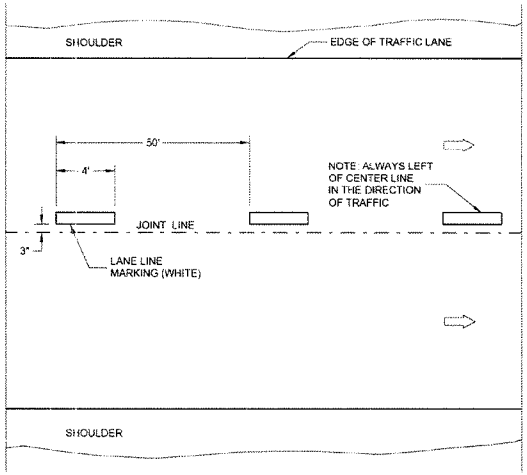



**ONE WAY TRAFFIC**

**PERMANENT PAVEMENT MARKING**




**TWO WAY TRAFFIC**




**ONE WAY TRAFFIC**

**TEMPORARY PAVEMENT MARKING**

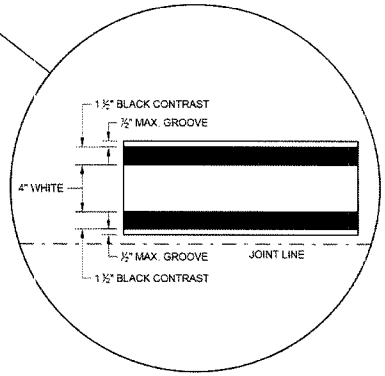
## GENERAL NOTES

DETAILS OF CONSTRUCTION NO SHOWN ON THIS DRAWING SHALL CONFORM TO STANDARD SPECIFICATIONS AND SPECIAL PROVISIONS.

1. LOCATE THE NO PASSING ZONE W14-3 SIGN WITH 50 FEET OF THE "T" MARKING
2. MEASURE FROM EDGE OF MARKING TO JOINT LINE. THIS DOES NOT INCLUDE SPACE NEEDED FOR GROOVING OPERATIONS.

## LEGEND

- "T" MARKING
- SIGN ON PERMANENT SUPPORT
- DIRECTION OF TRAFFIC




6

6

**LONGITUDINAL MARKING (MAINLINE)**

STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION

APPROVED
February 2020 — DATE
/S/ Matthew Rauch — STATEWIDE SIGNING AND MARKING ENGINEER

SHEET 38

SDD 15C08 - 20a

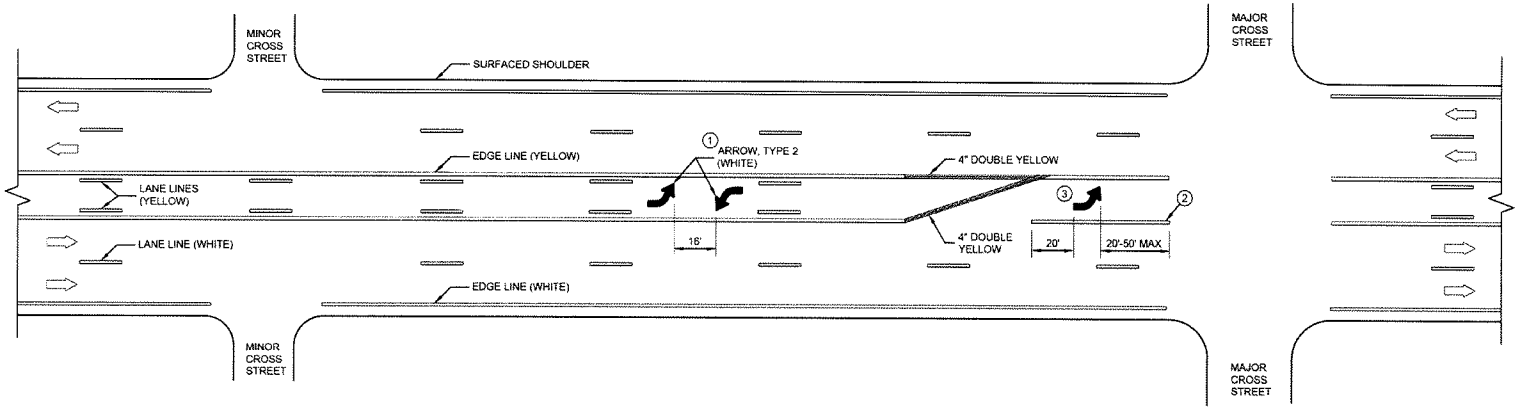
SDD 15C08 - 20a

# SDD 15C08-b Pavement Marking (Turn Lanes)

## GENERAL NOTES

1. A SET OF ARROWS IS REQUIRED EVERY 400 FEET OR NEAR INTERSECTIONS OR DRIVEWAYS WITH TURNING TRAFFIC.
2. 8" WHITE
3. TURN BAY LENGTH OF LESS THAN 48' DOES NOT REQUIRE PAVEMENT ARROWS OR TEXT.

DIRECTION OF TRAFFIC




**TWO WAY LEFT TURN LANE**

6

SDD 15C08 - 20b

**PAVEMENT MARKING (TURN LANES)**

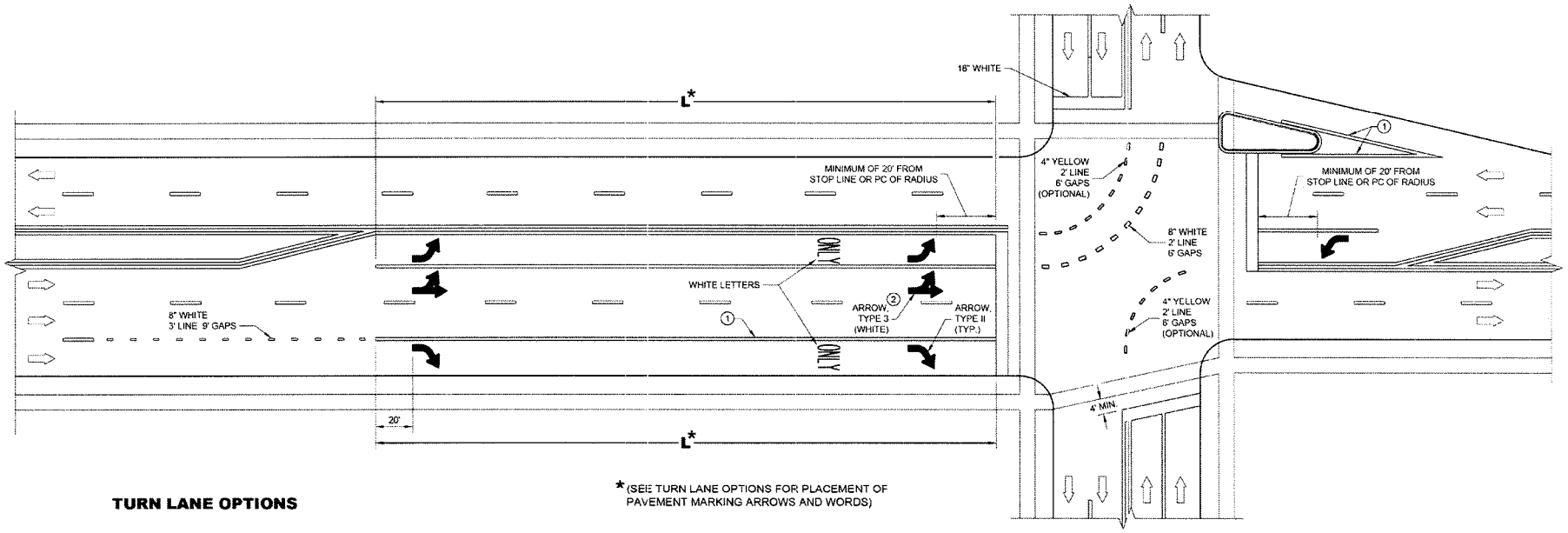
STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION

SHEET 39

6

SDD 15C08 - 20b

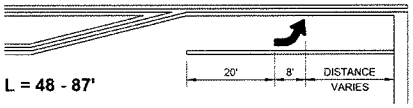
# SDD 15C08-c Pavement Marking (Turn Lanes)



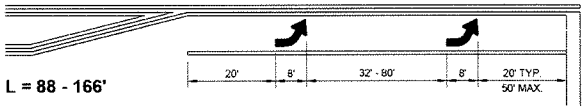

*(SEE TURN LANE OPTIONS FOR PLACEMENT OF PAVEMENT MARKING ARROWS AND WORDS)

## TURN LANE OPTIONS

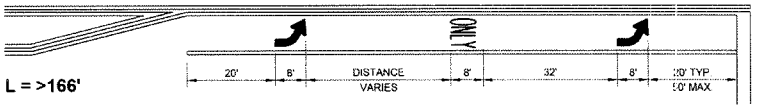
LENGTH OF TURN BAY ( L ) OF 0 - 47' DOES NOT REQUIRE PAVEMENT MARKING ARROWS OR WORDS




L = 48 - 87'




L = 88 - 166'




L = >166'

## GENERAL NOTES

1. 8" WHITE
2. QUANTITY AND LOCATION OF TYPE 3 ARROWS ARE THE SAME AS THE TYPE II ARROWS IN THE ADJACENT TURN LANE. FOR TURN LANES WITH A PHYSICAL SEPARATION IN THE SAME DIRECTION OF TRAVEL, THE ARROWS AND "ONLY" MARKING MAY BE ELIMINATED.

DIRECTION OF TRAFFIC

L = LENGTH OF TURN BAY

SHEET 40

**PAVEMENT MARKING (TURN LANES)**

STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION

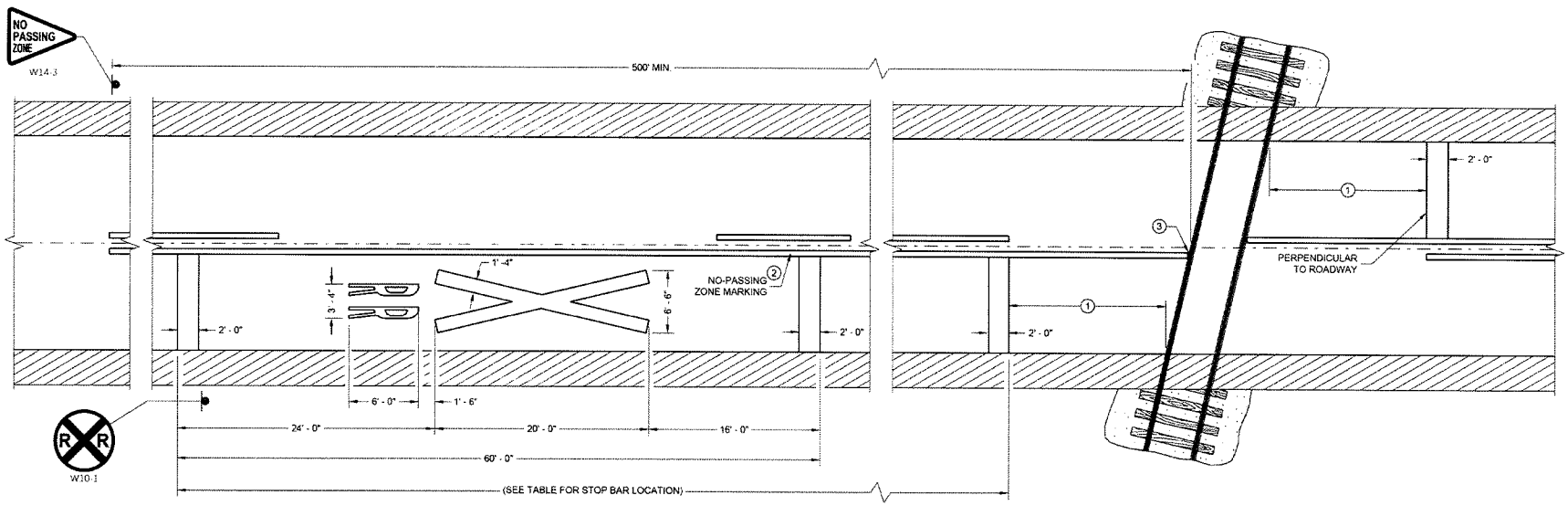
6

6

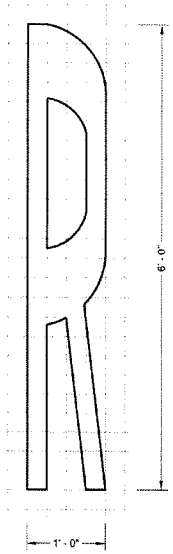
SDD 15C08 - 20c

SDD 15C08 - 20c

# SDD 15C09-a Signing and Pavement Marking Details for Railroad - Highway Grade Crossings




**PAVEMENT MARKING**




## LEGEND

SIGN ON PERMANENT SUPPORT

## GENERAL NOTES

DETAILS OF CONSTRUCTION, MATERIALS, AND WORKMANSHIP NOT SHOWN ON THIS DRAWING SHALL CONFORM TO THE PERTINENT REQUIREMENTS OF THE STANDARD SPECIFICATIONS AND THE APPLICABLE SPECIAL PROVISIONS.

ON MULTI-LANE ROADS THE TRANSVERSE BANDS SHOULD EXTEND ACROSS ALL APPROACH LANES, AND INDIVIDUAL R X R SYMBOLS SHOULD BE USED IN EACH APPROACH LANE.

CENTER OR LANE LINES AND NO-PASSING ZONE MARKINGS SHOWN ON THIS DRAWING ARE REQUIRED AND PAID FOR UNDER OTHER ITEMS IN THE CONTRACT.

TRACE EXISTING SYMBOL WHERE EXISTING SYMBOLS ARE PLACED.

1. MINIMUM 8' FROM ANY RAILROAD WARNING DEVICES (SIGNAL , GATES, ETC.) OR 25' FROM THE NEAREST RAIL, WHICHEVER DISTANCE IS GREATER.
2. 500' MINIMUM. MARKING LIMITS MAY BE EXTENDED AS DIRECTED BY THE ENGINEER TO MEET ADJACENT NO-PASSING ZONE MARKINGS.
3. FOR MULTIPLE TRACK CROSSINGS, THE BARRIER LINE SHALL EXTEND TO THE NEAR RAIL OF THE FURTHEST TRACK IN THE DIRECTION OF HIGHWAY TRAVEL.

## DISTANCE TABLE

TABLE BASED UPON 2C-4 WISCONSIN SUPPLEMENT OF MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.

| POSTED SPEED (M.P.H.) | DIMENSION RANGE (FEET) |
|---|---|
| 25 | 150* - 250' |
| 30 | 200* - 300' |
| 35 | 250* - 450' |
| 40 | 300* - 500' |
| 45 | 400* - 650' |
| 50 | 550* - 800' |
| 55 | 750* - 1000' |
| 60 | 1000* - 1250' |
| 65 | 1000* - 1250' |

* THE MINIMUM DISTANCES IN THE TABLE ARE DESIRABLE AND SHOULD BE USED. THE DISTANCES MAY BE INCREASED UP TO THE MAXIMUM TO ALLOW FOR FIELD CONDITIONS SUCH AS THE CLOSED PROXIMITY OF DRIVEWAYS, BRIDGES, SIDE ROADS OR OTHER FEATURES THAT WOULD PROHIBIT THE MINIMUM DISTANCES FROM BEING USED.

SHEET 41

**SIGNING AND PAVEMENT MARKING DETAILS FOR RAILROAD - HIGHWAY GRADE CROSSINGS**

STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION

APPROVED
February 2021 — DATE
/S/ Matthew R. Rauch — STATE SIGNING AND MARKING ENGINEER

HWA

6

6

SDD 15C09 - 12a

SDD 15C09 - 12a

# SDD 15C09-b Truck Stopping Lane Pavement Markings

## LEGEND

SIGN ON PERMANENT SUPPORT

DIRECTION OF TRAFFIC

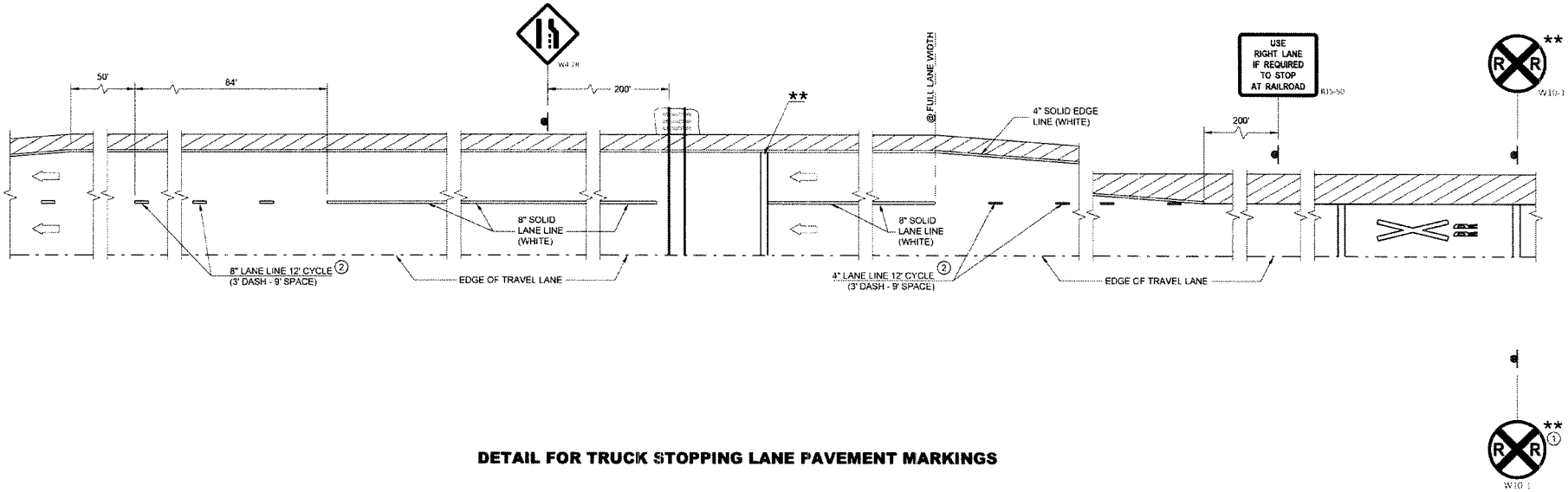
## GENERAL NOTES

SIGNING AND MARKING IS SHOWN AS TYPICAL PLACEMENT. FIELD CONDITIONS MAY DICTATE CHANGES IN SIGNING AND MARKING PLACEMENT.

(1) INSTALLED FOR EXPRESSWAYS

(2) 3' LINE, 9' GAP, EXCEPT RETRACE THE EXISTING LINE - GAP PATTERN WHERE EXISTING MARKINGS ARE IN PLACE.

** SEE SDD 15C09-a, "SIGNING AND PAVEMENT MARKING DETAILS FOR RAILROAD - HIGHWAY GRADE CROSSING" FOR LOCATION OF ADVANCE MARKINGS.




**DETAIL FOR TRUCK STOPPING LANE PAVEMENT MARKINGS**

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SDD 15C09 - 12b

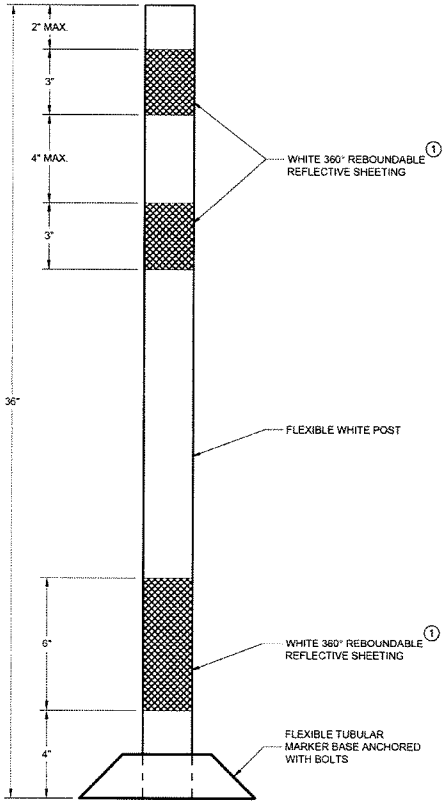
SDD 15C09 - 12b

SHEET 12

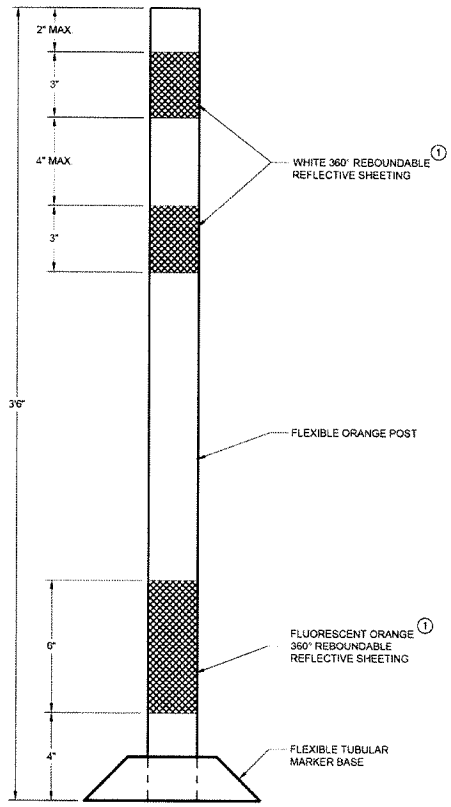
| TRUCK STOPPING LANE PAVEMENT MARKINGS | |
|---|---|
| STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION | |
| APPROVED February 2021 DATE | /S/ Matthew R. Rauch STATE SIGNING AND MARKING ENGINEER |

FHWA

# SDD 15C11-a Channelizing Devices, Flexible Tubular Marker Post




**FLEXIBLE TUBULAR MARKER POST PERMANENT CROSSOVER**




**FLEXIBLE TUBULAR MARKER POST WORK ZONE**

## GENERAL NOTES

DETAILS OF CONSTRUCTION NOT SHOWN ON THIS DRAWING SHALL CONFORM TO THE PERTINENT REQUIREMENTS OF THE STANDARD SPECIFICATIONS AND THE APPLICABLE SPECIAL PROVISIONS.

SURFACE MOUNTED BASES SHALL BE FURNISHED IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS TO BE COMPATIBLE WITH FLEXIBLE TUBULAR MARKER POSTS TO A SIZE AND SHAPE THAT WILL PROVIDE A STABLE POST FOUNDATION WHEN SECURED TO THE PAVEMENT.

THE ASPHALTIC ADHESIVE OR BUTYL PAD FURNISHED SHALL BE IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS, UNLESS DIRECTED BY THE ENGINEER TO USE BOLTS.

(1) REFLECTIVE SHEETING SHALL FOLLOW THE REQUIREMENTS IN THE APPROVED PRODUCTS LISTING FOR SIGN SHEETING.

SHEET 43

**CHANNELIZING DEVICES FLEXIBLE TUBULAR MARKER POST**

STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION

APPROVED
November 2020 — DATE
/S/ Andrew Heidtke — WORK ZONE ENGINEER

FHWA

6

SDD 15C11 - 08a

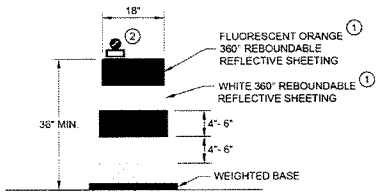
6

SDD 15C11 - 08a

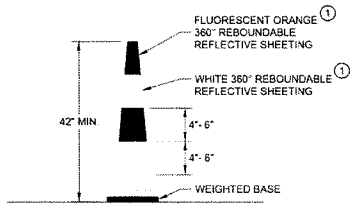
# SDD 15C11-b Channelizing Devices, Drums, Cones, Barricades and Vertical Panels

## GENERAL NOTES

1. REFLECTIVE SHEETING SHALL FOLLOW THE REQUIREMENTS IN THE APPROVED PRODUCTS LISTING FOR SIGN SHEETING
2. LOCATION OF WARNING LIGHTS WHEN SHOWN ON THE PLAN

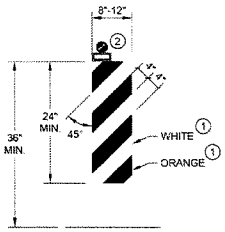



**DRUM**



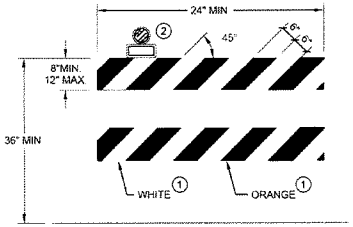

**42" CONE**

DO NOT USE IN TAPERS
½ SPACING OF DRUMS



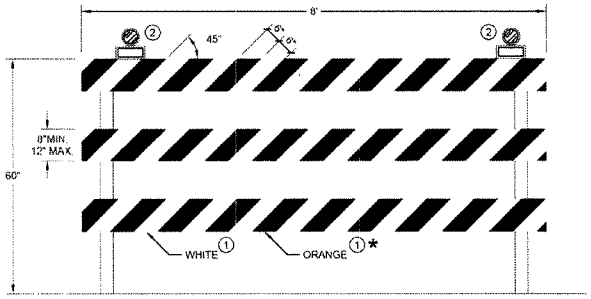

**VERTICAL PANEL**

THE STRIPES SHALL SLOPE DOWNWARD TO
THE TRAFFIC SIDE FOR CHANNELIZATION.




**TYPE II BARRICADE**

FOR RAILS LESS THAN 36" LONG, 4" WIDE STRIPES
MAY BE USED. ALL STRIPES SHALL SLOPE DOWNWARD
TO THE TRAFFIC SIDE FOR CHANNELIZATION.




**TYPE III BARRICADE**

IF SIGN MOUNTED, DO NOT COVER MORE THAN 50% OF THE TOP
TWO RAILS OR 33% OF THE TOTAL AREA OF THE THREE RAILS.

★ IF USED FOR A PERMANENT APPLICATION USE RED SHEETING.

| CHANNELIZING DEVICES DRUMS, CONES, BARRICADES AND VERTICAL PANELS | |
|---|---|
| STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION | |
| APPROVED November 2020 DATE | /S/ Andrew Heidlke WORK ZONE ENGINEER |

SHEET 44

6

6

SDD 15C11 - 08b

SDD 15C11 - 08b

# SDD 15C12 Traffic Control for Lane Closure With Flagging Operation

## LEGEND

- SIGN ON PORTABLE OR PERMANENT SUPPORT
- TEMPORARY PORTABLE RUMBLE STRIP ARRAY
- DIRECTION OF TRAFFIC
- WORK AREA
- FLAGGER, EQUIPPED WITH STOP/SLOW PADDLE FASTENED ON SUPPORT STAFF

## GENERAL NOTES

DETAILS OF TRAFFIC CONTROL DEVICES AND INSTALLATION NOT SHOWN ON THIS DRAWING SHALL CONFORM TO THE PERTINENT REQUIREMENTS OF THE STANDARD SPECIFICATIONS, THE SPECIAL PROVISIONS, AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.

ALL SIGNS ARE 48" X 48" UNLESS OTHERWISE NOTED.

"WO" SIGNS ARE THE SAME AS "W" SIGNS EXCEPT THE BACKGROUND IS ORANGE.

THE EXACT NUMBER, LOCATION AND SPACING OF ALL SIGNS, DEVICES, AND LOCATION OF ALL FLAGGERS SHALL BE ADJUSTED TO FIT FIELD CONDITIONS AS APPROVED BY THE ENGINEER.

THE FIRST ADVANCE WARNING SIGN SHOULD TYPICALLY BE LOCATED IN ADVANCE OF THE ANTICIPATED TRAFFIC BACKUP OR QUEUE.

WHEN A SIDE ROAD OR RAMP INTERSECTS THE FACILITY ON WHICH THE WORK IS BEING PERFORMED, ADDITIONAL TRAFFIC CONTROLS SHALL BE PROVIDED AS SPECIFIED IN THE PLANS AND/OR THE SPECIAL PROVISIONS OR AS APPROVED BY THE ENGINEER.

## FLAGGING

FLAGGERS SHALL BE IN SIGHT OF EACH OTHER OR IN DIRECT COMMUNICATION AT ALL TIMES. THEY SHALL BE EQUIPPED WITH STOP/SLOW PADDLES FASTENED ON SUPPORT STAFFS. WHEN THE FLAGGING OPERATION IS NOT IN EFFECT REMOVE TEMPORARY PORTABLE RUMBLE STRIPS PRIOR TO COVERING OR REMOVING ALL ADVANCE SIGNING.

(1) FOR MOVING WORK OPERATIONS, POST ADDITIONAL W20-7A FLAGGER SIGNS AT APPROXIMATELY 3,500' INTERVALS IN THE MOVING WORK OPERATION OR AS APPROVED BY THE ENGINEER.

(2) SIGN NOT REQUIRED IF FLAGGING OPERATION OCCURS WITHIN A SIGNED ROAD WORK ZONE AREA.

WHEN THE DISTANCE BETWEEN FLAGGERS EXCEEDS 2 MILES, A PILOT CAR IS REQUIRED. WHEN CURVES REDUCE SIGHT DISTANCE BELOW 400', A PILOT CAR IS REQUIRED.

## TEMPORARY PORTABLE RUMBLE STRIPS

UTILIZE TEMPORARY PORTABLE RUMBLE STRIPS ON ALL FLAGGING OPERATIONS.

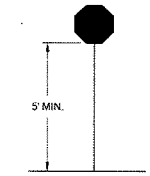
(3) EACH TEMPORARY PORTABLE RUMBLE STRIP ARRAY CONSISTS OF THREE RUMBLE STRIPS SPACED ACCORDING TO MANUFACTURER'S RECOMMENDATION, PLACED TRANSVERSE ACROSS THE LANE AT LOCATIONS SHOWN.

ONLY USE TEMPORARY PORTABLE RUMBLE STRIPS FOR THE APPROVED PRODUCTS LIST.

INSTALL TEMPORARY RUMBLE STRIPS PER MANUFACTURER'S RECOMMENDATIONS.

PLACE ADVANCE SIGNING PRIOR TO INSTALLING TEMPORARY RUMBLE STRIPS.

DO NOT INSTALL TEMPORARY PORTABLE RUMBLE STRIPS ON GRAVEL, MILLED SURFACES, OR ASPHALT THAT HAS BEEN PAVED LESS THAN 12 HOURS.

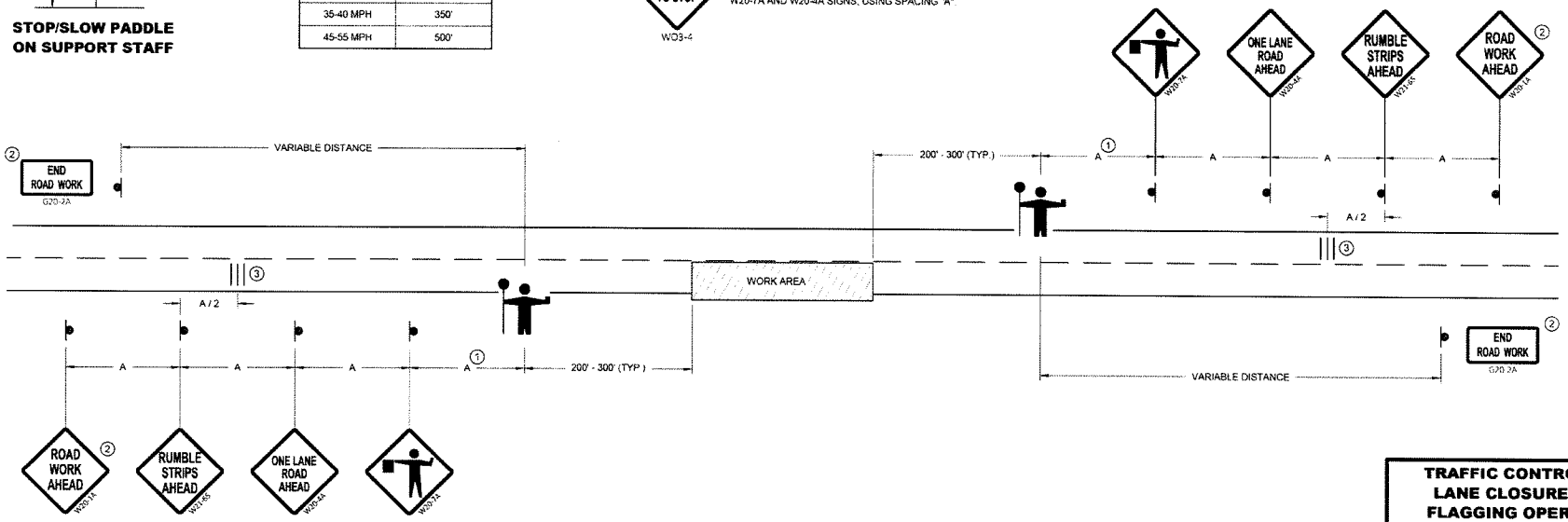



**STOP/SLOW PADDLE ON SUPPORT STAFF**

**SIGN AND TEMPORARY RUMBLE STRIP ARRAY SPACING TABLE**

| SPEED LIMIT | SPACING "A" |
|---|---|
| 25-30 MPH | 200' |
| 35-40 MPH | 350' |
| 45-55 MPH | 500' |

USE OF WO3-4 SIGN IS OPTIONAL. WHEN USED, THIS SIGN SHALL BE LOCATED BETWEEN THE W20-7A AND W20-4A SIGNS, USING SPACING "A".




**TRAFFIC CONTROL FOR LANE CLOSURE WITH FLAGGING OPERATION**

SHEET 49

| TRAFFIC CONTROL FOR LANE CLOSURE WITH FLAGGING OPERATION | |
|---|---|
| STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION | |
| APPROVED May 2019 DATE | /S/ Andrew Heidtke WORK ZONE ENGINEER |
| FHWA | |

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SDD 15C12 - 07

6

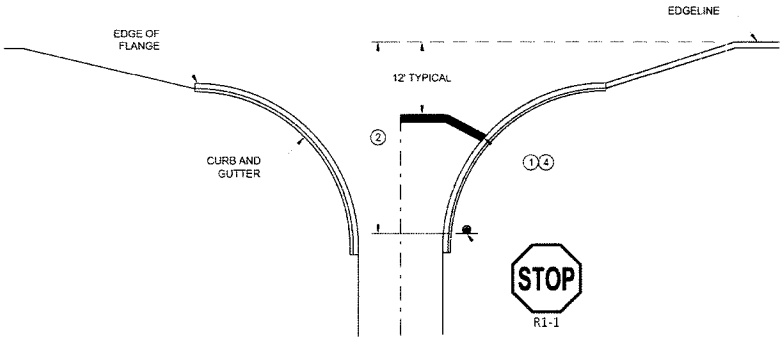
SDD 15C12 - 07

# SDD 15C33 Stop Line and Crosswalk Pavement Marking

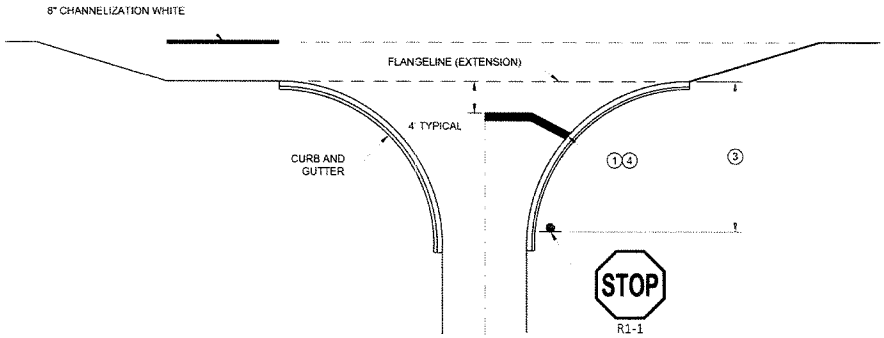
## GENERAL NOTES

STOP SIGN SHALL BE PLACED A MINIMUM OF 6 FEET TO A MAXIMUM OF 50 FEET FROM THE EDGELINE LOCATION

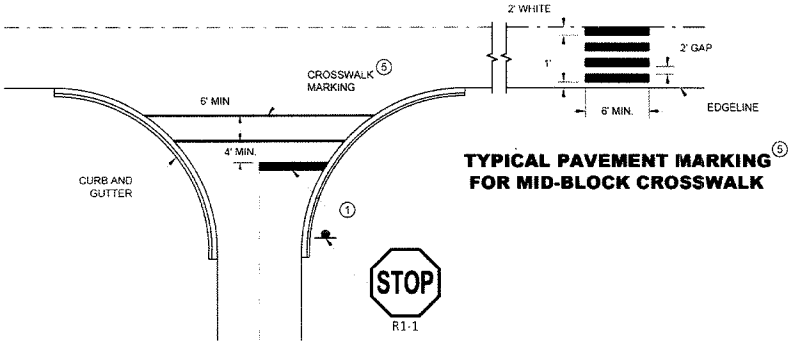
1. 18-INCH STOP LINES MAY BE DELETED OR ADDED BY THE REGION MARKING ENGINEER BASED ON VISIBILITY AND SIGHT LINES.
2. NO STOP LINE IS REQUIRED IF STOP SIGN IS LESS THAN OR EQUAL TO 40 FEET FROM THE EDGELINE.
3. NO STOP LINE IS REQUIRED IF STOP SIGN IS LESS THAN OR EQUAL TO 30 FEET FROM THE FLANGE LINE EXTENSION.
4. MOVE CLOSER TO THE EDGE OF TRAVEL LINE AS NEEDED FOR VISIBILITY AND SIGHT LINES (NO CLOSER THAN 4 FEET).
5. LADDER BAR CROSSWALKS SHOULD ONLY BE USED FOR MID BLOCK CROSSINGS. USE 2 - 6" TRANSVERSE LINES INSTEAD.




**TYPICAL STOP LINE PAVEMENT MARKING WITH CURB AND GUTTER**

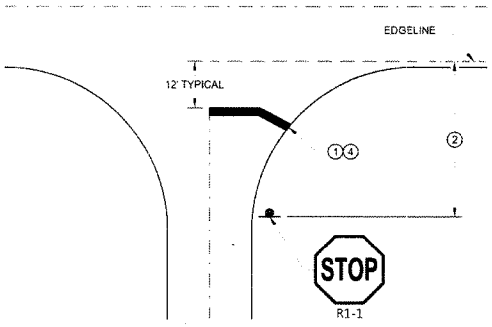



**TYPICAL STOP LINE PAVEMENT MARKING FOR SIDE ROADS WITH RIGHT TURN LANE**




**TYPICAL PAVEMENT MARKING FOR MID-BLOCK CROSSWALK**

**TYPICAL STOP LINE PAVEMENT MARKING FOR SIDE ROADS WITH CROSSWALK MARKING**




**TYPICAL STOP LINE PAVEMENT MARKING WITHOUT CURB AND GUTTER**

SHEET 46

**STOP LINE AND CROSSWALK PAVEMENT MARKING**

STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION

APPROVED
November 2019 — DATE
/S/ Matthew Rauch — STATE SIGNING AND MARKING ENGINEER

FHWA

6

SDD 15C33 - 04

6

SDD 15C33 - 04

# SDD 15C35-a Pavement Marking, Intersections

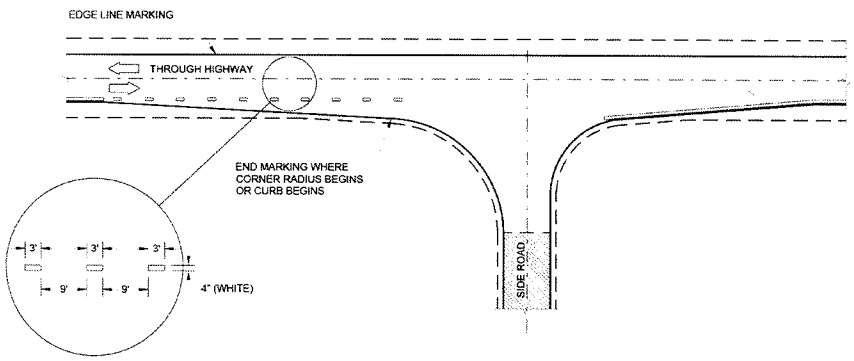
## GENERAL NOTES

OMIT EDGE LINES THROUGH INTERSECTIONS. CONTINUE EDGE LINES THROUGH DRIVEWAYS.

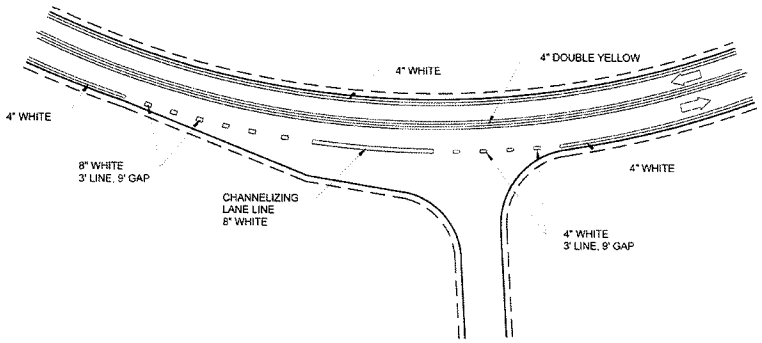
1. WHEN DISTANCE "A" IS LESS THAN 250 FEET, OMIT LANE LINE.
2. WHEN DISTANCE "B" IS LESS THAN 100 FEET, OMIT CHANNELIZING LANE LINE.
3. BARRIER LINE ENDS AT SIDE ROAD PAVEMENT / SURFACE EDGE EXTENSION.
4. BARRIER LINE STARTS 500 FEET PRIOR TO THE BYPASS TAPER.

## LEGEND

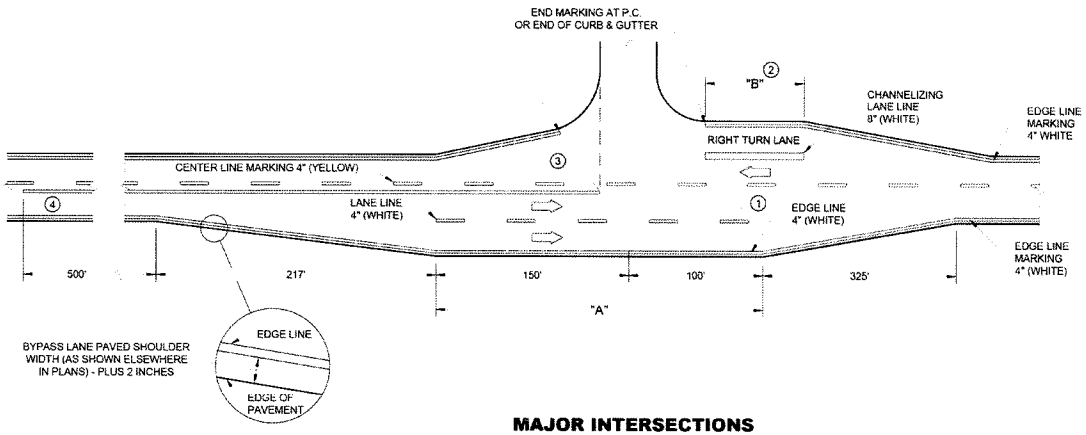
DIRECTION OF TRAVEL




**MINOR INTERSECTION**




**INTERSECTION ON OUTSIDE OF CURVE**




**MAJOR INTERSECTIONS**

**(INTERSECTION WITH FULL RIGHT TURN LANE OR BYPASS LANE)**

**PAVEMENT MARKING (INTERSECTIONS)**

STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION

SHEET 47

6

SDD 15C35 - 04a

6

SDD 15C35 - 04a

# SDD 15D28 Traffic Control, Work on Shoulder or Parking Lane, Undivided Roadway

## LEGEND

- SIGN ON PERMANENT SUPPORT
- TRAFFIC CONTROL DRUM
- DIRECTION OF TRAFFIC
- WORK ZONE

## GENERAL NOTES

ALL SIGNS ARE 48"X48" UNLESS OTHERWISE NOTED. IF NECESSARY DUE TO SPACE CONSTRAINTS IN URBAN AREAS, 36" X 36" SIGNS MAY BE USED IF APPROVED BY THE REGIONAL TRAFFIC UNIT.

"WO" SIGN IS THE SAME AS "W" SIGN EXCEPT THE BACKGROUND IS ORANGE.

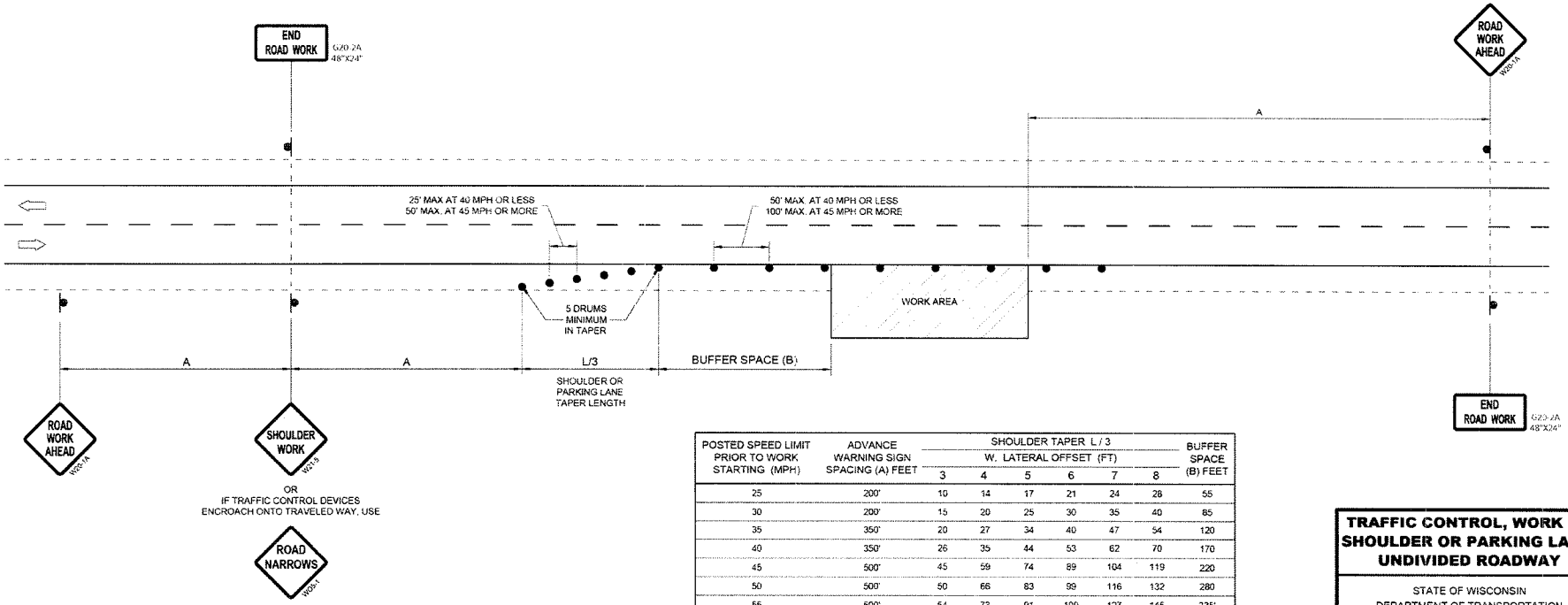
ANY SIGNS TEMPORARY OR EXISTING, WHICH CONFLICT WITH THE TRAFFIC CONTROL "IN USE" SHALL BE REMOVED OR COVERED AS NEEDED AND AS APPROVED BY THE ENGINEER.

THE EXACT NUMBER, LOCATION, AND SPACING OF ALL SIGNS AND DEVICES SHALL BE ADJUSTED TO FIT FIELD CONDITIONS AS APPROVED BY THE ENGINEER.

CHANNELIZING DEVICES PLACED ADJACENT TO WORK AREA SHALL BE PULLED BACK FROM THE TRAVEL LANE WHEN WORK IS NOT IN PROGRESS.

SIGNS THAT WILL BE IN PLACE LESS THAN 7 CONTINUOUS DAYS AND NIGHTS MAY BE MOUNTED ON PORTABLE SUPPORTS.

W20-1A AND G20-2A SIGNS ARE NOT REQUIRED IF THE WORK AREA IS WITHIN A LARGER WORK ZONE WHERE THESE SIGNS ARE ALREADY PRESENT. G20-2A SIGNS MAY ALSO BE OMITTED IF DURATION OF WORK IS LESS THAN 7 CONTINUOUS DAYS AND NIGHTS.




| POSTED SPEED LIMIT PRIOR TO WORK STARTING (MPH) | ADVANCE WARNING SIGN SPACING (A) FEET | SHOULDER TAPER L / 3 W. LATERAL OFFSET (FT) | | | | | | BUFFER SPACE (B) FEET |
|---|---|---|---|---|---|---|---|---|
| | | 3 | 4 | 5 | 6 | 7 | 8 | |
| 25 | 200' | 10 | 14 | 17 | 21 | 24 | 28 | 55 |
| 30 | 200' | 15 | 20 | 25 | 30 | 35 | 40 | 85 |
| 35 | 350' | 20 | 27 | 34 | 40 | 47 | 54 | 120 |
| 40 | 350' | 26 | 35 | 44 | 53 | 62 | 70 | 170 |
| 45 | 500' | 45 | 59 | 74 | 89 | 104 | 119 | 220 |
| 50 | 500' | 50 | 66 | 83 | 99 | 116 | 132 | 280 |
| 55 | 500' | 54 | 73 | 91 | 109 | 127 | 145 | 335' |

SHEET 48

**TRAFFIC CONTROL, WORK ON SHOULDER OR PARKING LANE, UNDIVIDED ROADWAY**

STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION

APPROVED
May 2020 — DATE
/S/ Andrew Heidtke — STATEWIDE WORK ZONE TRAFFIC SAFETY ENGINEER
FHWA


6
SDD 15D28 - 04

# SDD 15D32 Traffic Control, One Lane Road Stop Condition

## LEGEND

TYPE III BARRICADE WITH ATTACHED SIGN

SIGN ON PERMANENT SUPPORT

TRAFFIC CONTROL DRUM WITH TYPE "C" STEADY BURN LIGHT

TRAFFIC CONTROL DRUM

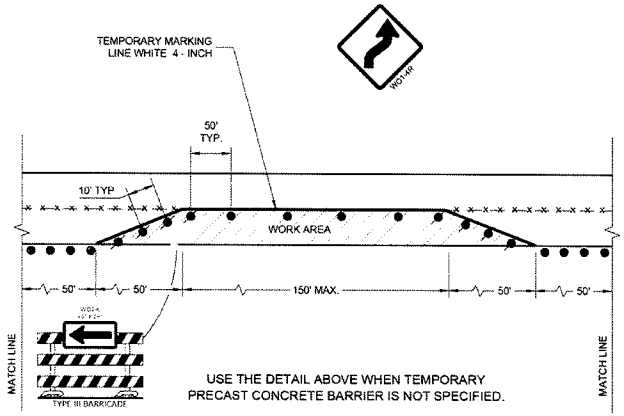
FLAGS, 16" X 16" MIN. (ORANGE)

X X X REMOVING PAVEMENT MARKING

DIRECTION OF TRAFFIC

ASPHALTIC PAVEMENT WIDENING

CONCRETE BARRIER TEMPORARY PRECAST




USE THE DETAIL ABOVE WHEN TEMPORARY PRECAST CONCRETE BARRIER IS NOT SPECIFIED.

## GENERAL NOTES

THE EXACT NUMBER, LOCATION, AND SPACING OF ALL SIGNS AND DEVICES SHALL BE ADJUSTED TO FIT FIELD CONDITIONS AS APPROVED BY THE ENGINEER.

THE SPACING BETWEEN TRAFFIC CONTROL SIGNS SHOULD BE ADJUSTED TO NOT CONFLICT WITH AND TO PROVIDE A MINIMUM OF 200 FEET (500 FEET DESIRABLE) CLEARANCE TO EXISTING SIGNS THAT WILL REMAIN IN PLACE.

THIS LANE CLOSURE IS TYPICAL FOR CLOSING RIGHT LANE - REVERSE FOR CLOSING LEFT LANE.

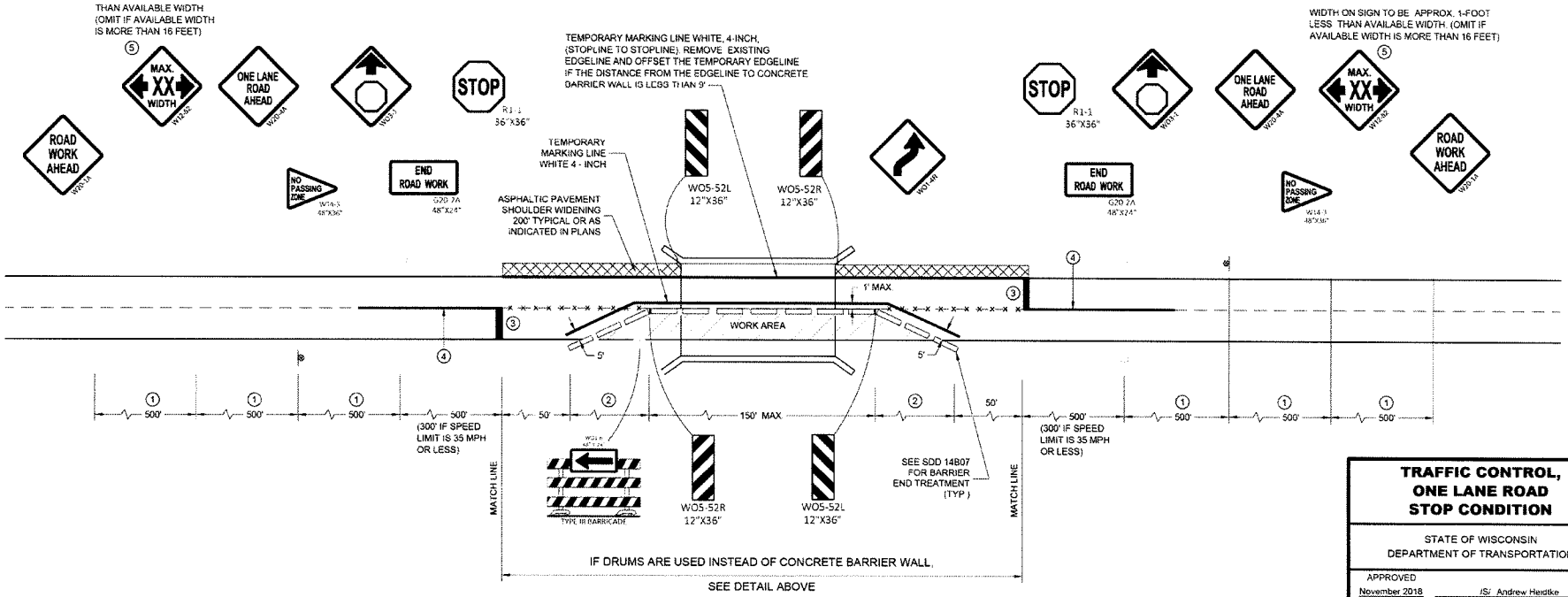
ALL SIGNS ARE 48" x 48" UNLESS OTHERWISE NOTED.

"WO" IS THE SAME AS "W" EXCEPT THE BACKGROUND IS ORANGE.

ANY SIGNS TEMPORARY OR EXISTING, WHICH CONFLICT WITH TRAFFIC CONTROL "IN USE" SHALL BE REMOVED OR COVERED AS NEEDED OR AS APPROVED BY THE ENGINEER.

PLACE TEMPORARY PAVEMENT MARKING EDGELINE AND CENTERLINE AND REMOVE EXISTING PAVEMENT MARKINGS IF LANE CLOSURE IS TO BE IN PLACE 4 OR MORE CONTINUOUS DAYS AND NIGHTS OR AS NOTED ON DETAIL.

1. 500 FOOT SPACING SHOWN IS FOR ROADWAYS WITH A PRE-CONSTRUCTION REGULATORY SPEED LIMIT OF 45 MPH OR MORE. FOR 35 - 40 MPH, USE 350 FOOT TYPICAL SPACING. FOR 25 - 30 MPH, USE 200 FOOT TYPICAL SPACING.
2. DIMENSION DETERMINED BY CBTP TAPER FROM EDGE LINE TO TANGENT SECTION OF THE ROAD.
3. TEMPORARY MARKING STOP LINE REMOVABLE TAPE 18 - INCH.
4. 700 FOOT TEMPORARY MARKING LINE, DOUBLE YELLOW 4 - INCH. WHEN THE DISTANCE FOR THE PRECEDING NO - PASSING ZONE IS LESS THAN THE MINIMUM DISTANCE BETWEEN ZONES AS INDICATED IN THE SPECIFICATIONS, THE TWO ZONES SHALL BE CONNECTED.
5. SEE SDD 15C02 - SHEET "F" FOR ADVANCED WIDTH RESTRICTION SIGNING.




| TRAFFIC CONTROL, ONE LANE ROAD STOP CONDITION | |
|---|---|
| STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION | |
| APPROVED November 2018 DATE | /S/ Andrew Heidtke WORK ZONE ENGINEER |

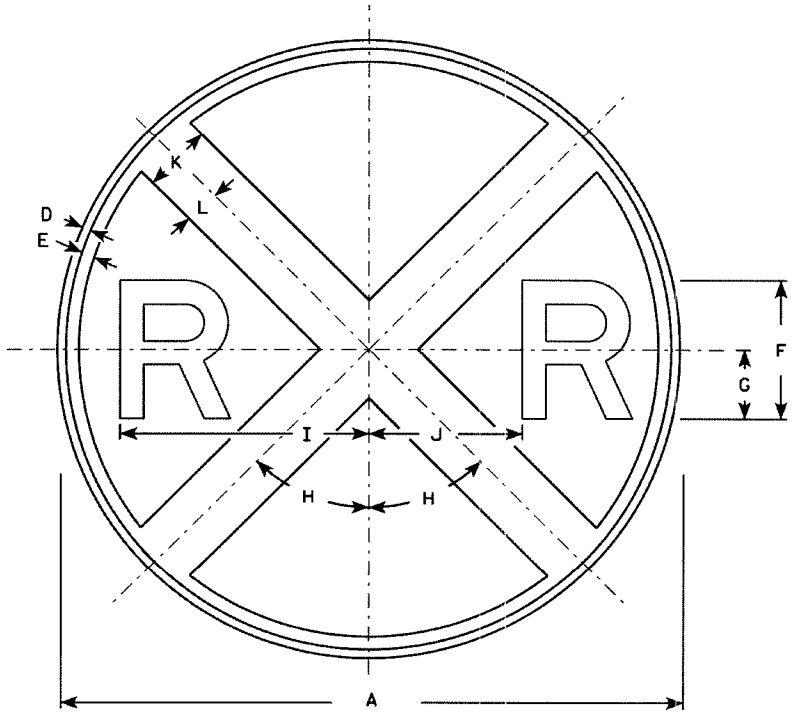
SHEET 49

6

6

SDD 15D32 - 05

SDD 15D32 - 05




W10-1

## NOTES

1. Sign is Type II - Type F Reflective - reference WIS DOT Standard Specification for HIGHWAY and STRUCTURE CONSTRUCTION latest edition.
2. Color:
   Background - Yellow
   Message - Black
3. Message Series - E

| SIZE | A | B | C | D | E | F | G | H | I | J | K | L | M | N | O | P | Q | R | S | T | U | V | W | X | Y | Z | Area sq. ft. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 30 | | | 3/8 | 5/8 | 7 | 3 1/2 | 45° | 12 3/8 | 7 1/8 | 3 | 1 1/2 | | | | | | | | | | | | | | | 4.91 |
| 2S | 36 | | | 5/8 | 3/4 | 8 | 4 | 45° | 14 3/8 | 8 5/8 | 4 | 2 | | | | | | | | | | | | | | | 7.07 |
| 2M | 36 | | | 5/8 | 3/4 | 8 | 4 | 45° | 14 3/8 | 8 5/8 | 4 | 2 | | | | | | | | | | | | | | | 7.07 |
| 3 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4 | 48 | | | 3/4 | 1 1/4 | 10 | 5 | 45° | 18 3/8 | 11 5/8 | 5 | 2 1/2 | | | | | | | | | | | | | | | 12.57 |
| 5 | | | | | | | | | | | | | | | | | | | | | | | | | | | |

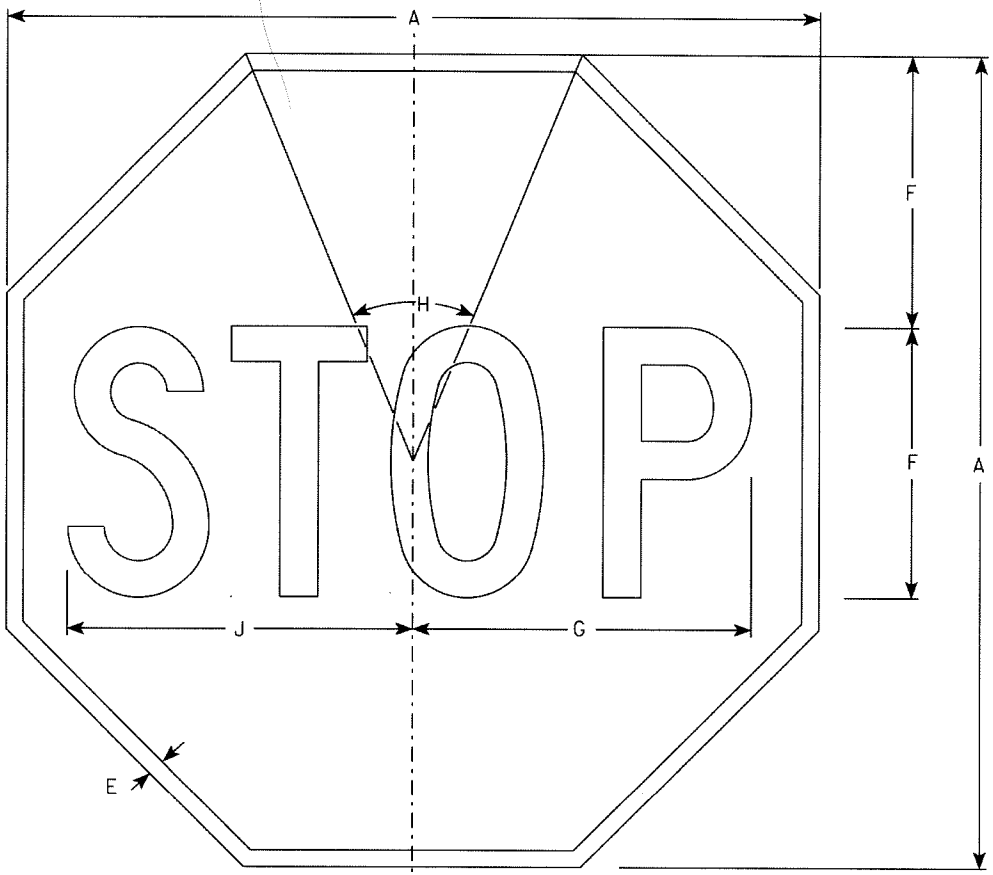
STANDARD SIGN
W10-1

WISCONSIN DEPT OF TRANSPORTATION

APPROVED Matthew R Rauch for State Traffic Engineer

DATE 3/13/13 PLATE NO. W10-1.8

PROJECT NO: | HWY: | COUNTY: | SHEET NO: 50 | E




R1-1

## NOTES

1. Sign is Type II - Type H Reflective - reference WIS DOT Standard Specification for HIGHWAY and STRUCTURE CONSTRUCTION latest edition.
2. Color:
   Background - Red
   Message - White
3. Message Series - C

| SIZE | A | B | C | D | E | F | G | H | I | J | K | L | M | N | O | P | Q | R | S | T | U | V | W | X | Y | Z | Area sq. ft. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 30 | | | | 5/8 | 10 | 12 1/2 | 45° | | 12 3/4 | | | | | | | | | | | | | | | | | 5.18 |
| 2S | 30 | | | | 5/8 | 10 | 12 1/2 | 45° | | 12 3/4 | | | | | | | | | | | | | | | | | 5.18 |
| 2M | 36 | | | | 3/4 | 12 | 15 | 45° | | 15 3/8 | | | | | | | | | | | | | | | | | 7.46 |
| 3 | 36 | | | | 3/4 | 12 | 15 | 45° | | 15 3/8 | | | | | | | | | | | | | | | | | 7.46 |
| 4 | 48 | | | | 1 | 16 | 20 | 45° | | 20 1/2 | | | | | | | | | | | | | | | | | 13.25 |
| 5 | 48 | | | | 1 | 16 | 20 | 45° | | 20 1/2 | | | | | | | | | | | | | | | | | 13.25 |
| 6 | 18 | | | | 3/8 | 6 | 7 3/4 | 45° | | 7 3/4 | | | | | | | | | | | | | | | | | 1.86 |
| 7 | 12 | | | | 1/4 | 4 | 5 | 45° | | 5 1/8 | | | | | | | | | | | | | | | | | 0.78 |

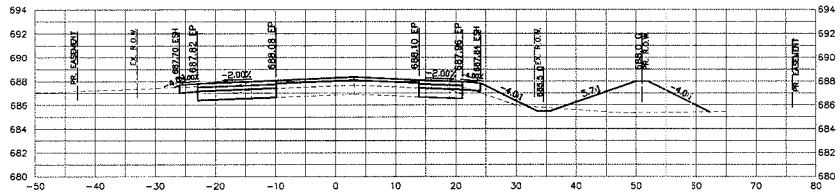
STANDARD SIGN
R1-1

WISCONSIN DEPT OF TRANSPORTATION

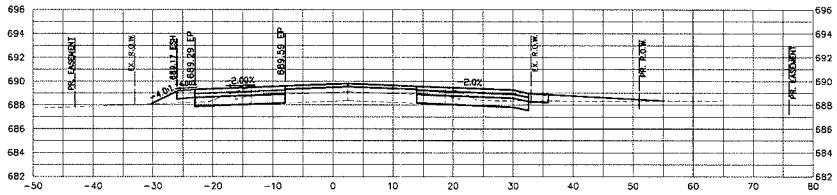
APPROVED Matthew R Rauch
for State Traffic Engineer

DATE 11/12/15 PLATE NO. R1-1.13

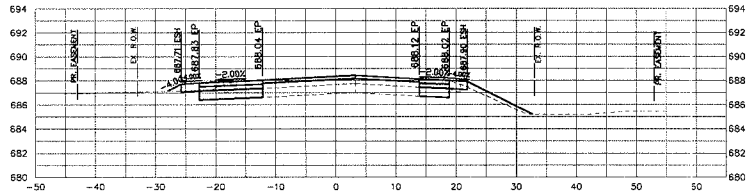
PROJECT NO: | HWY: | COUNTY: | SHEET NO: 51 | E



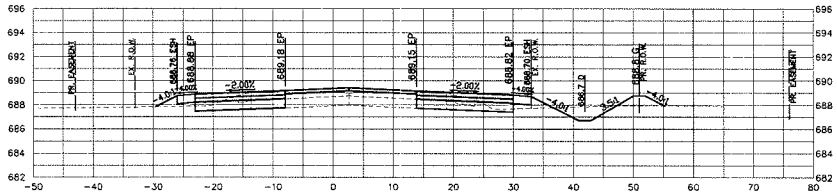
107+00



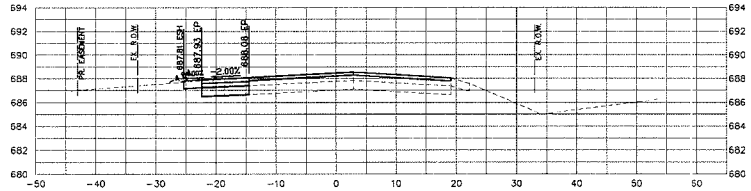
109+50



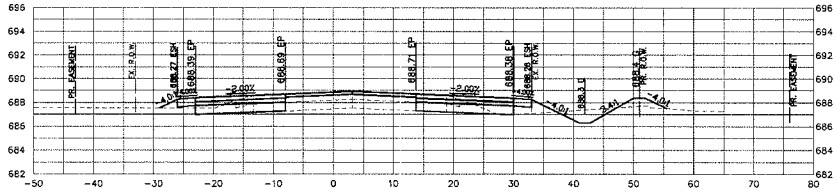
106+50



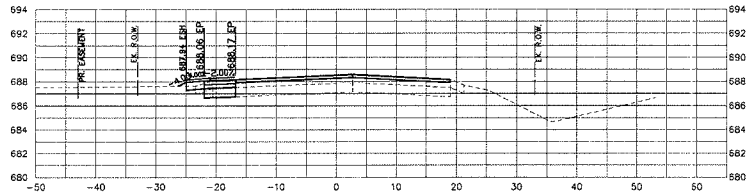
109+00



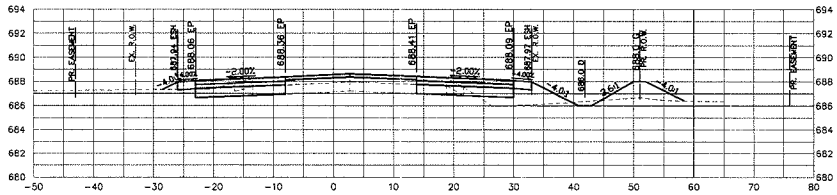
106+00



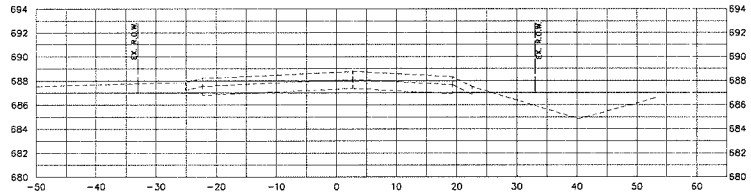
108+50



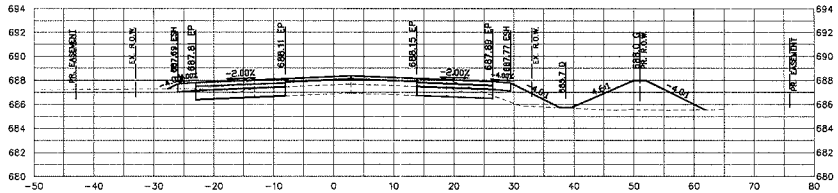
105+50



108+00



105+00



107+50

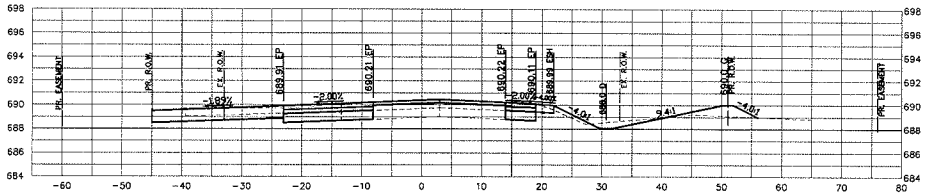
| PROJECT NO: RD 24-001 | HWY: CTH-E AND CTH-EA | COUNTY: KENOSHA | CROSS SECTION CTH E - STA.105+00 TO STA.109+50 | SHEET 52 | E |
|---|---|---|---|---|---|

FILE NAME : P:\ALNSMWI01\DWG\ENG\FINAL DRAWINGS\HIGHWAY PLAN SET\53-56 -XSECTIONS CTH E.DWG PLOT DATE : 5/15/2023 3:41 PM PLOT BY : NICHOLAS B. ADDANTE PLOT NAME : PLOT SCALE : H:1"=10',V:1"=5'

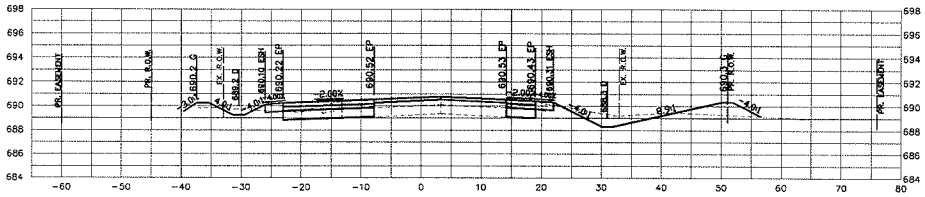
WISDOT/CADDS SHEET 42

9

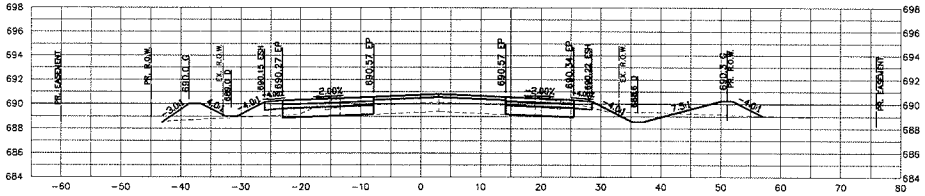
9



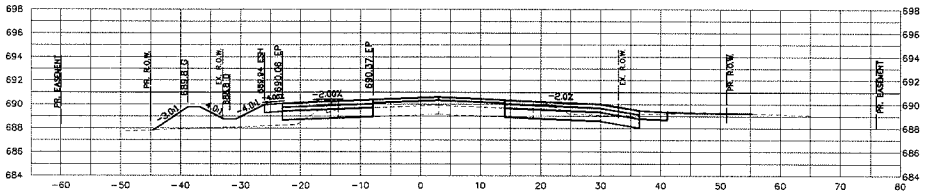

112+00



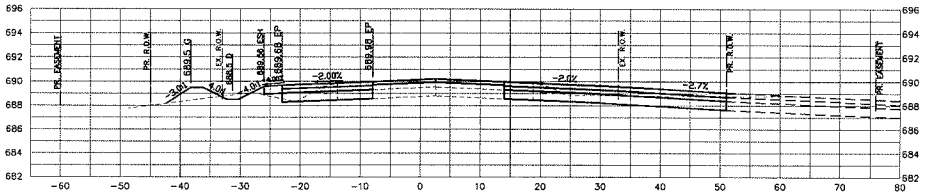

111+50




111+00




110+50




110+00

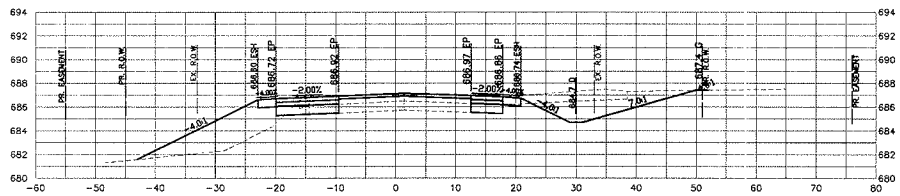
9

9

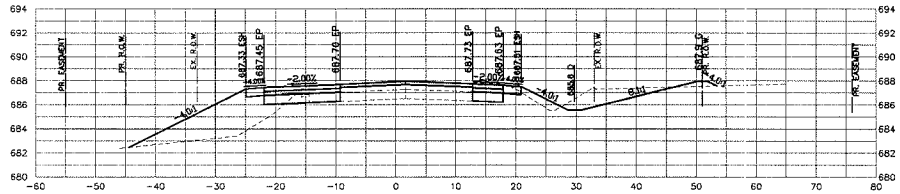
| PROJECT NO: RD 24-001 | HWY: CTH-E AND CTH-EA | COUNTY: KENOSHA | CROSS SECTION CTH E - STA.110+00 TO STA.112+00 | SHEET 53 | E |
|---|---|---|---|---|---|

FILE NAME : P:\ALNSMWI01\DWG\ENG\FINAL DRAWINGS\HIGHWAY PLAN SET\53-56 -XSECTIONS CTH E.DWG PLOT DATE : 5/15/2023 3:41 PM PLOT BY : NICHOLAS B. ADDANTE PLOT NAME : PLOT SCALE : H:1"=10',V:1"=5'

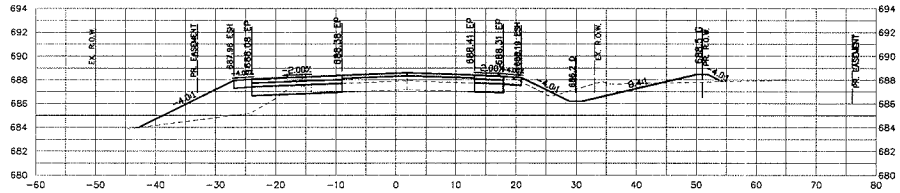
WISDOT/CADDS SHEET 42



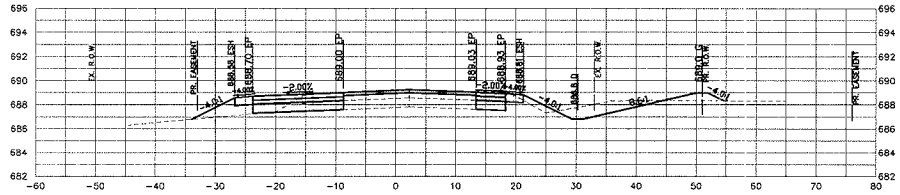

114+50



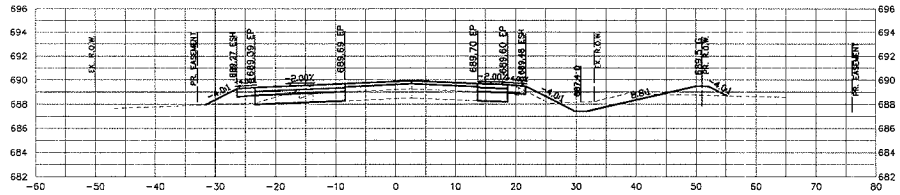

114+00



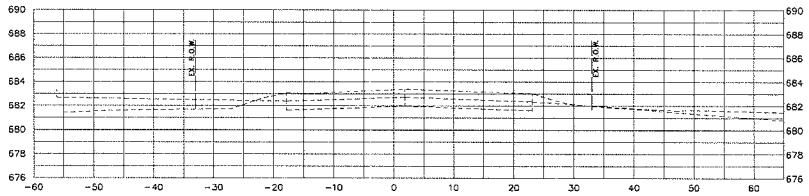

113+50



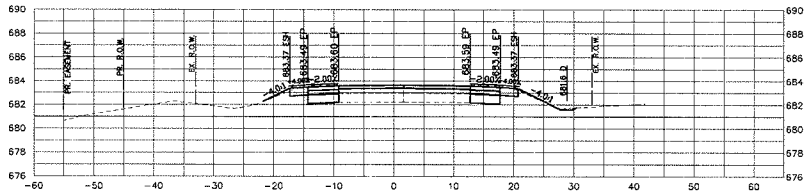

113+00



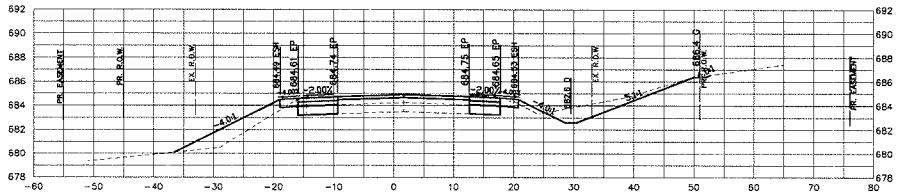

112+50



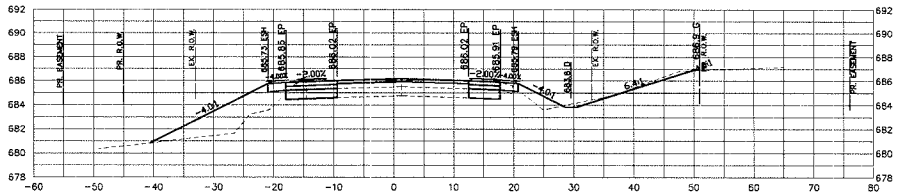

116+50




116+00




115+50




115+00

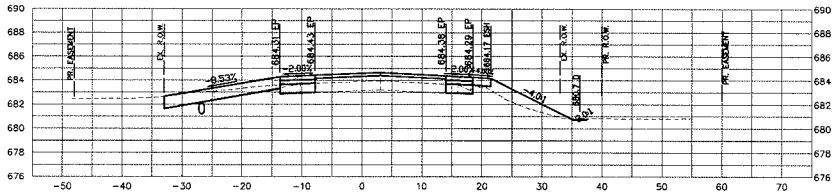
9

9

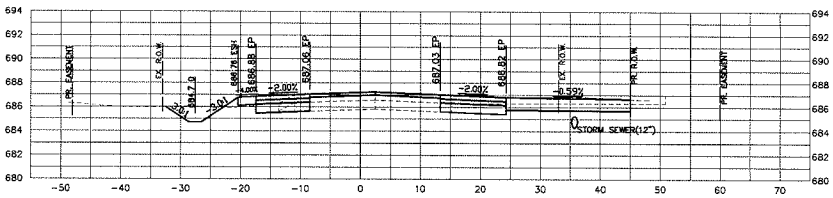
| PROJECT NO: RD 24-001 | HWY: CTH-E AND CTH-EA | COUNTY: KENOSHA | CROSS SECTION CTH E - STA.112+50 TO STA.116+50 | SHEET 54 | E |
|---|---|---|---|---|---|

FILE NAME : P:\ALNSMW101\DWG\ENG\FINAL DRAWINGS\HIGHWAY PLAN SET\53-56-XSECTIONS CTH E.DWG PLOT DATE : 5/15/2023 3:41 PM PLOT BY : NICHOLAS B. ADDANTE PLOT NAME : PLOT SCALE : H:1"=10',V:1"=5'

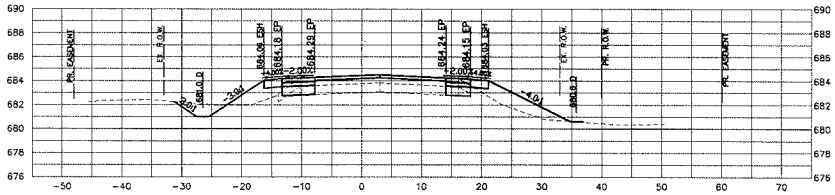
WISDOT/CADDS SHEET 42



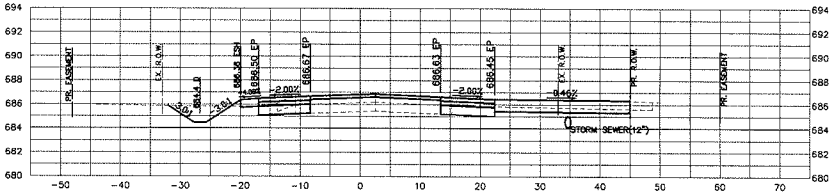

471+18



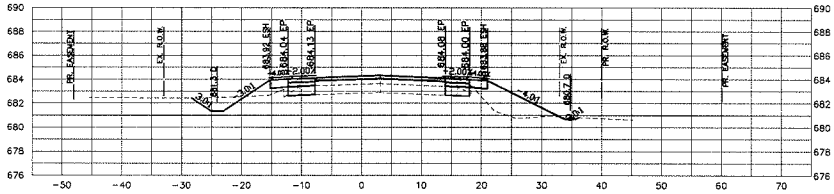

472+99



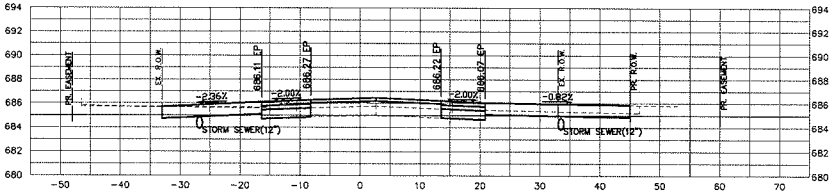

471+00



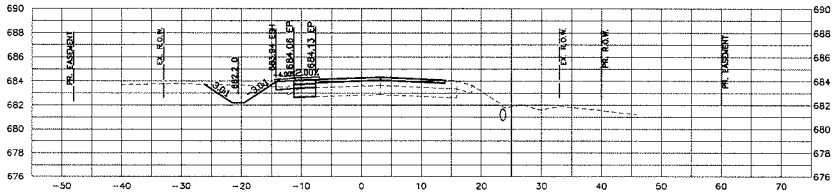

472+75



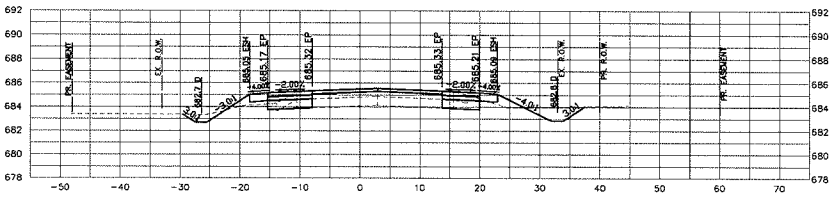

470+50



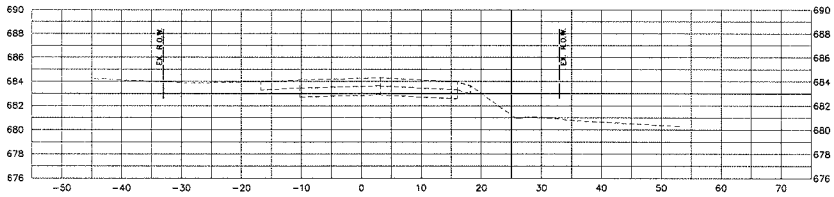

472+50



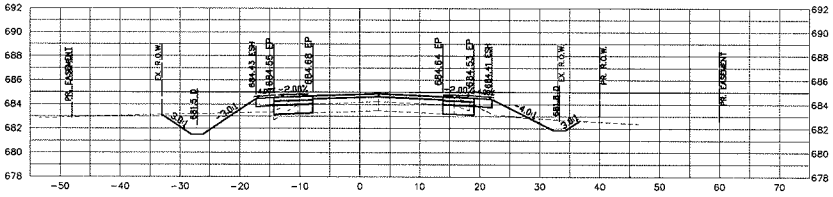

470+00




472+00




469+50



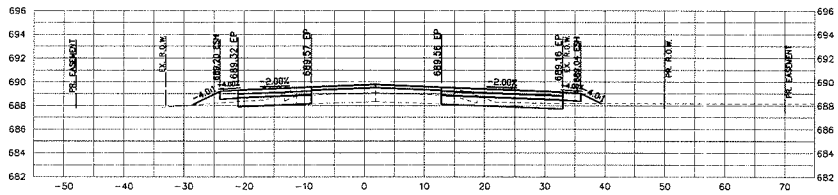

471+50

| PROJECT NO: RD 24-001 | HWY: CTH-E AND CTH-EA | COUNTY: KENOSHA | CROSS SECTION CTH EA - STA.469+50 TO STA.472+99 | SHEET 55 | E |
|---|---|---|---|---|---|

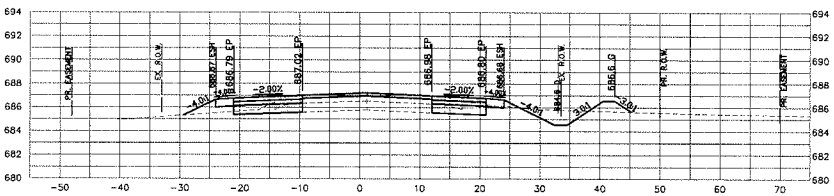
FILE NAME : P:\ALNSM\W01\DWG\ENG\FINAL DRAWINGS\HIGHWAY PLAN SET\57-59 -XSECTIONS CTH EA.DWG PLOT DATE : 5/15/2023 3:41 PM PLOT BY : NICHOLAS B. ADDANTE PLOT NAME : PLOT SCALE : H:1"=10',V:1"=5'

WISDOT/CADDS SHEET 42

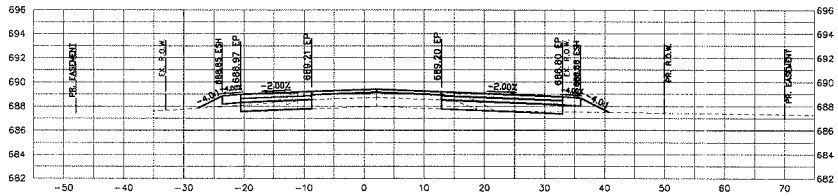

9



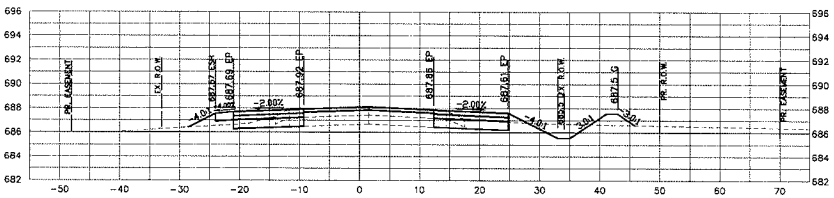
475+50



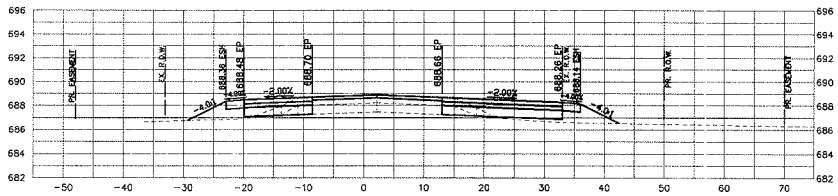
478+00



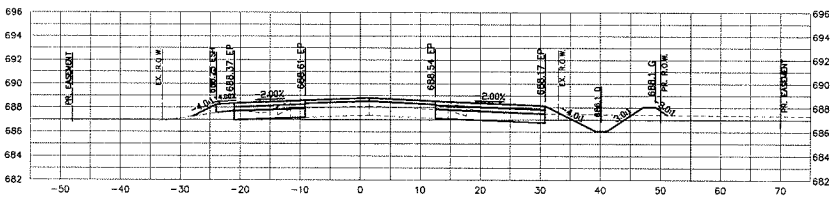
475+00



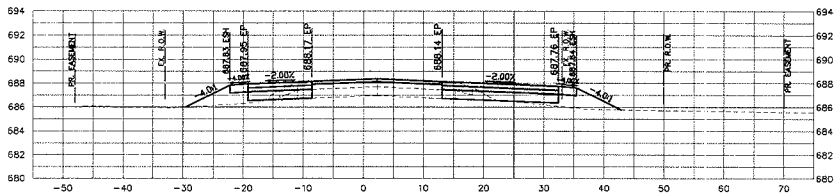
477+50



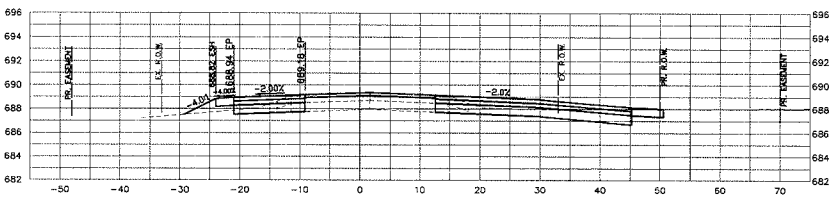
474+50



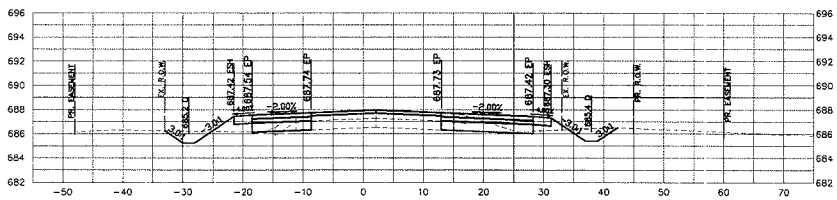
477+00



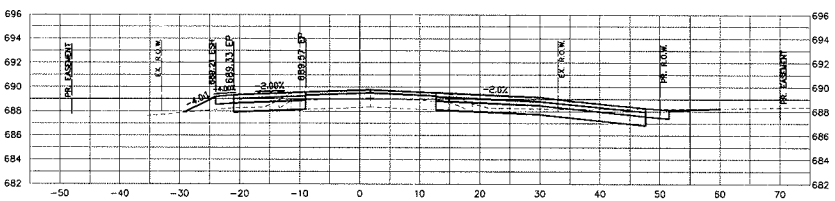
474+00



476+50



473+50



476+00

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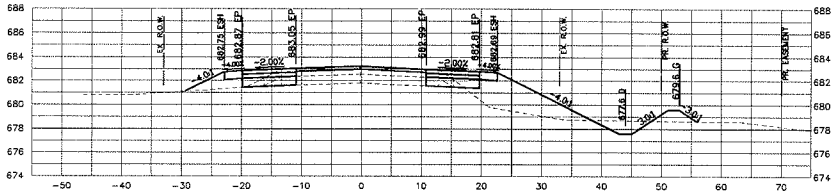
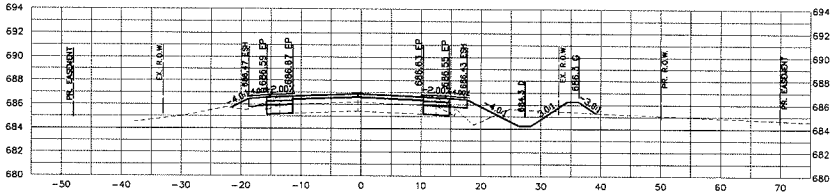
| PROJECT NO: RD 24-001 | HWY: CTH-E AND CTH-EA | COUNTY: KENOSHA | CROSS SECTION CTH EA - STA.473+50 TO STA.478+00 | SHEET 56 | E |
|---|---|---|---|---|---|

FILE NAME : P:\ALNSMWI01\DWG\ENG\FINAL DRAWINGS\HIGHWAY PLAN SET\57-59 -XSECTIONS CTH EA.DWG PLOT DATE : 5/15/2023 3:41 PM PLOT BY : NICHOLAS B. ADDANTE PLOT NAME : PLOT SCALE : H:1"=10',V:1"=5'

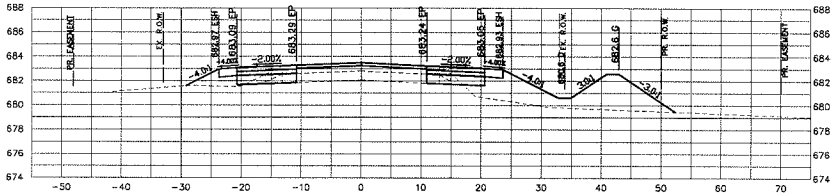
WISDOT/CADDS SHEET 42



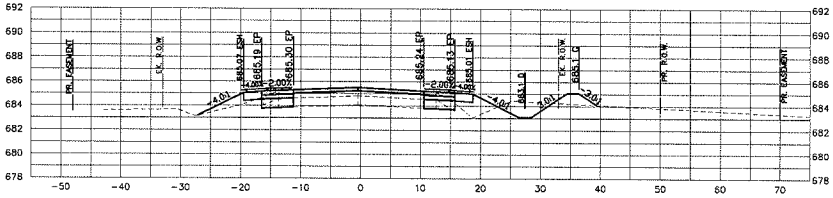
480+50



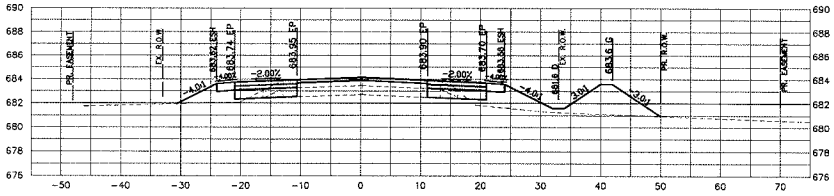
483+00



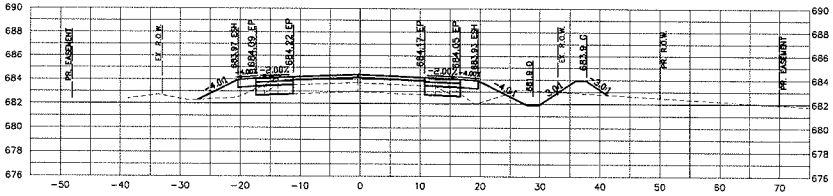
480+00



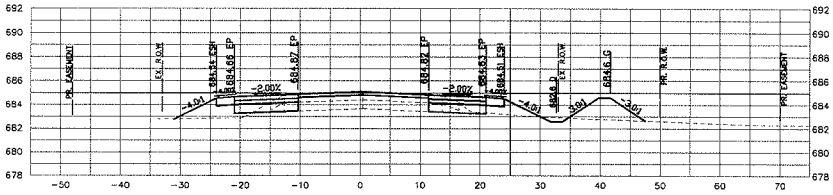
482+50



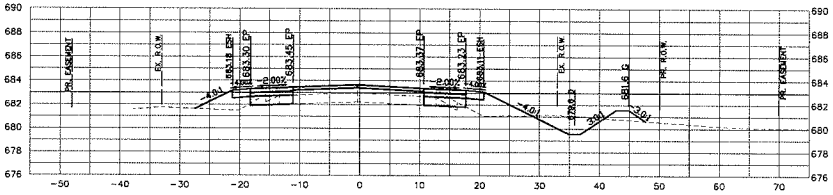
479+50



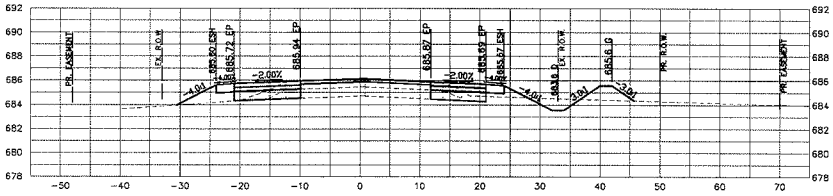
482+00



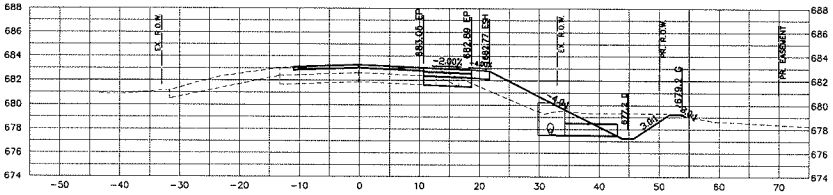
479+00



481+50



478+50



481+00

| PROJECT NO: RD 24-001 | HWY: CTH-E AND CTH-EA | COUNTY: KENOSHA | CROSS SECTION CTH EA - STA.478+50 TO STA.483+00 | SHEET 57 | E |
|---|---|---|---|---|---|

FILE NAME : P:\ALNSMWI01\DWG\ENG\FINAL DRAWINGS\HIGHWAY PLAN SET\57-59 -XSECTIONS CTH EA.DWG PLOT DATE : 5/15/2023 3:41 PM PLOT BY : NICHOLAS B. ADDANTE PLOT NAME : PLOT SCALE : H:1"=10',V:1"=5'

WISDOT/CADDS SHEET 42

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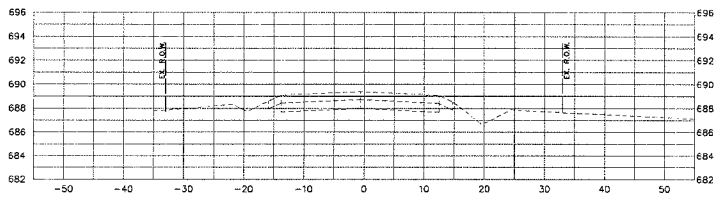
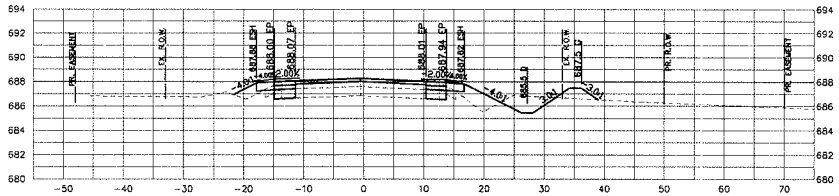



484+00




483+50

| PROJECT NO: RD 24-001 | HWY: CTH-E AND CTH-EA | COUNTY: KENOSHA | CROSS SECTION CTH EA - STA.483+50 TO STA.484+00 | SHEET 58 | E |
|---|---|---|---|---|---|

FILE NAME : P:\ALNSMWI01\DWG\ENG\FINAL DRAWINGS\HIGHWAY PLAN SET\57-59 -XSECTIONS CTH EA.DWG PLOT DATE : 5/15/2023 3:42 PM PLOT BY : NICHOLAS B. ADDANTE PLOT NAME : PLOT SCALE : H:1"=10',V:1"=5'

WISDOT/CADDS SHEET 42

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# EXHIBIT D

# LAND ACQUISITION COSTS

**CTH E & EA Preliminary Delivery R/W Estima (BASED ON12 PARCELS)**

| **Functions** | **Estimated Cost** | |
|---|---|---|
| Project Management | *$30,400.00* | *8 parcels @ $3,800. each = $30,400.* |
| Utility Parcel Negotiation | *$7,200.00* | *4 parcels @ $1,800. each = $7,200.* |
| Title Commitment | *$4,200.00* | *$525.00 each x8 parcels = $4,200.* |
| Appraisal | *$29,600.00* | *8 agency appraisals @ $3,700. each = $29,600.* |
| Owner Appraisals | *$8,000.00* | *2 owner appraisals @ $4.000. each = $8,000.* |
| Appraiswal Review | *$6,000.00* | *8 agency appraisals + 2 owners appraisals @ $600. each = $6,000.* |
| Negotiation | *$15,200.00* | *8 negotiation @ $1,900. each = $15,200.* |
| Acquisition | *$41,349.00* | *See calculation below* |
| Legal Fees | *$20,000.00* | *Based on one court trial* |
| Legal Documents Review | *$1,300.00* | *Based on 2 parcels taken by award of damages @ $650.each = $1,300.* |
| Total Delivery Cost | $39,179.00 | See Acquisition Cost Notes |
| Added Contigecy + 20% | $7,836.00 | (R/W Acquisition Cost Only) $39,179 x 1.20 = $47,015.00 |

## Estimated R/W Delivery Cost **$210,264.00**

ACQUISITION COST NOTES:

1. Acquisition Cost Based on reviwsed right of way plat parcel listing
2. Temporary Limited Easemants added to parcels on revised right of way plat
3. Added utility parcels

| Parcels Land Interest Requirement | FEE | TLE | Access Rights |
|---|---|---|---|
| 1 | 0.064 Acres | 0.172 Acres | No |
| 2 | 0.060 Acres | 0.074 Acres | No |
| 3 | None | 1.028 Acres | No |
| 4 | 0.012 Acres | 0.142 Acres | No |
| 5 | 0.073 Acres | 0.131 Acres | No |
| 6 | None | 0.031 Acres | No |
| 7 | None | 0.305 Acres | No |
| 8 | None | 0.043 Acres | No |
| 100 | Rerlease of Rights | | |
| 101 | Rerlease of Rights | | |
| 102 | Rerlease of Rights | | |
| 103 | Rerlease of Rights | | |

**Parcel Acquisition Calculations**

| | | | |
|---|---|---|---|
| Parcel 1 Gitzlaff | Fee .064 x $60,000.00./acre | $3,840.00 | |
| | TLE .172 x $60,000./acre x .10 | $1,032.00 | |
| | | $4,872.00 | $4,872.00 |
| Parcel 2 Eckelberg | Fee 0.06 x $125,000./acre | $7,500.00 | |
| Add $15,000. for landscaping + 10% for TLE | TLE 0.074 x $125,000./acre x .10 | $15,925.00 | |
| | | $23,425.00 | $23,425.00 |
| Parcel 3 CMM-Somerville LLC | TLE 1.028 x 60,000/acre x .10 | Donation | |
| Developer | | $0.00 | $0.00 |
| Parcel 4 Village of Somers | Fee 0.012 x $60,000./ acre | $720.00 | |
| | TLE .142 x $60,000./ acre x .10 | $852.00 | |
| | | $1,572.00 | $1,572.00 |
| Parcel 5 Fliess | Fee 0.073 x $60,000./ acre | $4,380.00 | |
| | TLE .131 x $60,000./ acre x .10 | $786.00 | |
| | | $5,166.00 | $5,166.00 |
| Parcel 6 Kenosha Unified School | TLE 0.031 x $100,000./acre x .10 | $310.00 | |
| land improvements | | $1,000.00 | |
| | | $1,310.00 | $1,310.00 |
| Parcel 7 Fliess | TLE 0.305 x $60,000./ acre x .10 | $1,830.00 | $1,830.00 |
| Parcel 8 Adams Street Development | TLE 0.043 x $60,000./ acre x .10 | $258.00 | |
| | Minimum payment | $1,000.00 | $1,000.00 |
| Parcel 100 Village of Somers | Release of Rights | $1.00 | $1.00 |
| Parcel 101 SBC | Release of Rights | $1.00 | $1.00 |
| Parcel 102 ANR Pipeline | Release of Rights | $1.00 | $1.00 |
| Parcel 103 WEPCO | Release of Rights | $1.00 | $1.00 |
| | | | $39,179.00 |

Estimated R/W Project Acquisition Cost

Prepared by: James Machnik, The Acquisition Connection

## EXHIBIT E

## LIST OF IMPROVEMENTS AND COSTS (PRELIMINARY EOPC)

Manhard CONSULTING

**ENGINEER'S OPINION OF PROBABLE COST**
**Proposed Improvements for County Highway E and EA**
**Kenosha County, Wisconson**
**23-Feb-23**

| Line | WISDOT Pay Item No. | Item Description | QUANTITY | UNIT | UNIT PRICE | EXTENSION |
|---|---|---|---|---|---|---|
| **SCHEDULE I - CTH E IMPROVEMENTS** | | | | | | |
| 1 | 201.0120 | CLEARING | 62 | ID | $30.00 | $1,860.00 |
| 2 | 201.0210 | GRUBBING | 25 | LF | $10.00 | $250.00 |
| 3 | 204.0110 | REMOVING ASPHALTIC SURFACE | 1170 | SY | $15.00 | $17,550.00 |
| 4 | 305.0110 | BASE AGGREGATE DENSE 3/4-INCH (TON) | 235 | TON | $25.00 | $5,875.00 |
| 5 | 305.0120 | BASE AGGREGATE DENSE 1 1/4 INCH | 1895 | TON | $30.00 | $56,850.00 |
| 6 | 460.5243 | HMA PAVEMENT 3 LT 58-34 S | 1375 | TON | $85.00 | $116,875.00 |
| 7 | 460.5244 | HMA PAVEMENT 4 LT 58-34 S | 815 | TON | $95.00 | $77,425.00 |
| 8 | 611.8110 | ADJUST MANHOLE COVERS | 6 | EACH | $730.00 | $4,380.00 |
| 9 | 628.1504 | SILT FENCE | 1305 | LF | $2.50 | $3,262.50 |
| 10 | 628.1520 | SILT FENCE MAINTENANCE | 1305 | LF | $0.25 | $326.25 |
| 11 | 628.2002 | EROSION MAT CLASS 1 TYPE A | 4255 | SY | $1.50 | $6,382.50 |
| 12 | 628.7504 | TEMPORARY DITCH CHECKS | 60 | LF | $8.50 | $510.00 |
| 13 | 637.2210 | SIGN TYPE II REFLECTIVE H | 7 | SF | $18.50 | $129.50 |
| 14 | 637.2230 | SIGN TYPE II REFLECTIVE F | 9 | SF | $22.00 | $198.00 |
| 15 | 638.2102 | MOVING SIGNS TYPE II | 4 | LS | $121.50 | $486.00 |
| 16 | 643.5000 | TRAFFIC CONTROL | 1 | LS | $20,000.00 | $20,000.00 |
| 17 | 646.1020 | MARKING LINE EPOXY 4-INCH | 3865 | LF | $0.50 | $1,932.50 |
| 18 | 646.3020 | MARKING LINE EPOXY 8-INCH | 140 | LF | $1.50 | $210.00 |
| 19 | 646.5020 | MARKING ARROW EPOXY | 4 | EACH | $290.00 | $1,160.00 |
| 20 | 646.5320 | MARKING RAILROAD CROSSING EPOXY | 1 | EACH | $1,540.00 | $1,540.00 |
| 21 | 646.7120 | MARKING DIAGONAL EPOXY 12-INCH | 315 | LF | $11.50 | $3,622.50 |
| 22 | 646.7220 | MARKING CHEVRON EPOXY 24-INCH | 225 | LF | $17.00 | $3,825.00 |
| 23 | 690.0150 | SAWING ASPHALT | 2105 | LF | $1.50 | $3,157.50 |
| 24 | SPV.0001 | EARTHWORK | 1 | EACH | $50,000.00 | $50,000.00 |
| 25 | SPV.0002 | RELOCATE POWER POLE | 11 | EACH | * | $0.00 |
| 26 | SPV.0004 | ADJUST HYDRANTS RIM | 3 | EACH | $730.00 | $2,190.00 |
| 27 | SPV.0005 | ADJUST VALUE VAULT RIM | 2 | EACH | $730.00 | $1,460.00 |
| 28 | SPV.0006 | REMOVING ASPHALTIC SURFACE, 5" | 2875 | SY | $10.00 | $28,750.00 |
| | | | **TOTAL SCHEDULE I - CTH E IMPROVEMENTS** | | | **$410,207.25** |
| **SCHEDULE II - CTH EA IMPROVEMENTS** | | | | | | |
| 1 | 201.0120 | CLEARING | 28 | ID | $30.00 | $840.00 |
| 2 | 201.0210 | GRUBBING | 130 | LF | $10.00 | $1,300.00 |
| 3 | 204.0110 | REMOVING ASPHALTIC SURFACE | 810 | SY | $15.00 | $12,150.00 |
| 4 | 204.0245 | REMOVING STORM SEWER | 220 | LF | $20.00 | $4,400.00 |
| 5 | 305.0110 | BASE AGGREGATE DENSE 3/4-INCH (TON) | 270 | TON | $25.00 | $6,750.00 |
| 6 | 305.0120 | BASE AGGREGATE DENSE 1 1/4 INCH | 2335 | TON | $30.00 | $70,050.00 |
| 7 | 460.5243 | HMA PAVEMENT 3 LT 58-34 S | 1350 | TON | $85.00 | $114,750.00 |
| 8 | 460.5244 | HMA PAVEMENT 4 LT 58-34 S | 765 | TON | $95.00 | $72,675.00 |
| 9 | 522.0512 | CULVERT PIPE REINFORCED CONCRETE CLASS V 12-INCH | 120 | LF | $50.00 | $6,000.00 |
| 10 | 522.0518 | CULVERT PIPE REINFORCED CONCRETE CLASS V 18-INCH | 40 | LF | $75.00 | $3,000.00 |
| 11 | 522.1012 | APRON ENDWALLS FOR CULVERT PIPE REINFORCED CONCRETE 12-INCH | 8 | EACH | $1,250.00 | $10,000.00 |
| 12 | 522.1018 | APRON ENDWALLS FOR CULVERT PIPE REINFORCED CONCRETE 18-INCH | 4 | EACH | $1,150.00 | $4,600.00 |
| 13 | 522.2629 | APRON ENDWALLS FOR CULVERT PIPE REINFORCED CONCRETE HORIZONTAL ELLIPTICAL 29X45-INCH | 8 | EACH | $1,800.00 | $14,400.00 |
| 14 | 606.0200 | RIPRAP MEDIUM | 135 | CF | $80.00 | $10,800.00 |
| 15 | 608.2329 | STORM SEWER PIPE REINFORCED CONCRETE HORIZONTAL ELLIPTICAL CLASS HE-III 29X45-INCH | 320 | LF | $140.00 | $44,800.00 |
| 16 | 611.8110 | ADJUST MANHOLE COVERS | 2 | EACH | $730.00 | $1,460.00 |
| 17 | 628.1504 | SILT FENCE | 2825 | LF | $2.50 | $7,062.50 |

**ENGINEER'S OPINION OF PROBABLE COST**
**Proposed Improvements for County Highway E and EA**
**Kenosha County, Wisconson**
**23-Feb-23**

Manhard CONSULTING

| Line | WISDOT Pay Item No. | Item Description | QUANTITY | UNIT | UNIT PRICE | EXTENSION |
|---|---|---|---|---|---|---|
| 18 | 628.1520 | SILT FENCE MAINTENANCE | 1305 | LF | $0.25 | $326.25 |
| 19 | 628.2002 | EROSION MAT CLASS 1 TYPE A | 4850 | SY | $1.50 | $7,275.00 |
| 20 | 628.7504 | TEMPORARY DITCH CHECKS | 75 | LF | $8.50 | $637.50 |
| 21 | 628.7555 | CULVERT PIPE CHECKS | 9 | EACH | $18.50 | $166.50 |
| 22 | 637.2210 | SIGN TYPE II REFLECTIVE H | 7 | EACH | $18.50 | $129.50 |
| 23 | 643.5000 | TRAFFIC CONTROL | 1 | LS | $30,000.00 | $30,000.00 |
| 24 | 646.1020 | MARKING LINE EPOXY 4-INCH | 5025 | LF | $0.50 | $2,512.50 |
| 25 | 646.3020 | MARKING LINE EPOXY 8-INCH | 300 | LF | $1.50 | $450.00 |
| 26 | 646.5020 | MARKING ARROW EPOXY | 4 | EACH | $290.00 | $1,160.00 |
| 27 | 646.7120 | MARKING DIAGONAL EPOXY 12-INCH | 360 | LF | $11.50 | $4,140.00 |
| 28 | 646.7220 | MARKING CHEVRON EPOXY 24-INCH | 115 | LF | $17.00 | $1,955.00 |
| 29 | 690.0150 | SAWING ASPHALT | 2775 | LF | $1.50 | $4,162.50 |
| 30 | 209.0300.S | BACKFILL COARSE AGGREGATE | 115 | CY | $65.00 | $7,475.00 |
| 31 | SPV.0001 | EARTHWORK | 1 | LS | $80,000.00 | $80,000.00 |
| 32 | SPV.0002 | RELOCATE POWER POLE | 5 | EACH | * | $0.00 |
| 33 | SPV.0003 | RELOCATE TELEPHONE PEDESTAL | 2 | EACH | * | $0.00 |
| 34 | SPV.0006 | REMOVING ASPHALTIC SURFACE, 5" | 3225 | SY | $8.00 | $25,800.00 |
| 35 | SPV.0007 | RELOCATE MAILBOX | 1 | EACH | $180.00 | $180.00 |

| | |
|---|---|
| **TOTAL SCHEDULE II - CTH EA IMPROVEMENTS** | **$551,407.25** |
| **SUBTOTAL SCHEDULES I-II** | **$961,614.50** |
| **KENOSHA COUNTY ADMINISTRATICE FEE @ 4.39%** | **$42,214.88** |
| **CONTINGENCY @10%** | **$96,161.45** |
| **TOTAL** | **$1,099,990.83** |

*Assumes that all utilities relocated as part of a Kenosha County Road Improvement Project will be relocated at the utility companies expense

Prepared By: Manhard Consulting, Ltd.
One Overlook Point, Suite 290
Lincolnshire, Illinois 60069

NOTE: This Engineer's Opinion of Probable Cost is made on the basis of Engineer's experience and qualifications using plan quantities and represents Engineer's best judgment as an experienced and qualified professional engineer generally familiar with the construction industry. However, since the Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, or over quantities of work actually performed, Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from Opinions of Probable Cost prepared by Engineer. This Opinion of Probable Construction Cost is limited to those items stated herein and does not include permit fees, recapture costs, consultant fees landscaping, dewatering, maintenance, bonds or the like.

**EXHIBIT F**

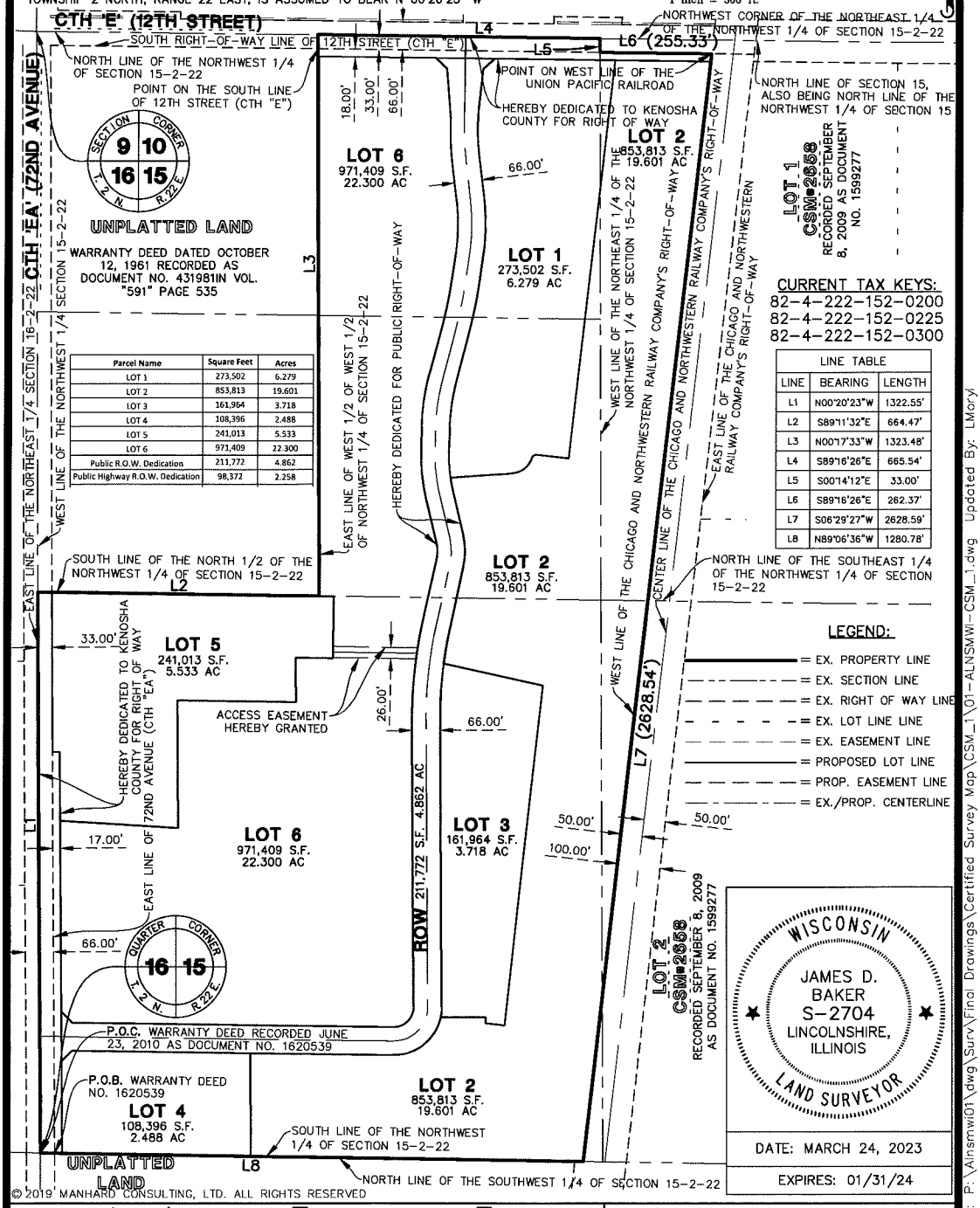
**CERTIFIED SURVEY MAP**

# CERTIFIED SURVEY MAP NO. _____

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15 TOWNSHIP 2 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF SOMERS, COUNTY OF KENOSHA AND STATE OF WISCONSIN.

**BASIS OF BEARINGS**
BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM (KENOSHA COUNTY) NAD 83 (2011) IN WHICH THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 2 NORTH, RANGE 22 EAST, IS ASSUMED TO BEAR N 00°20'23" W

GRAPHIC SCALE
300 0 150 300 600
( IN FEET )
1 inch = 300 ft.




| Parcel Name | Square Feet | Acres |
|---|---|---|
| LOT 1 | 273,502 | 6.279 |
| LOT 2 | 853,813 | 19.601 |
| LOT 3 | 161,964 | 3.718 |
| LOT 4 | 108,396 | 2.488 |
| LOT 5 | 241,013 | 5.533 |
| LOT 6 | 971,409 | 22.300 |
| Public R.O.W. Dedication | 211,772 | 4.862 |
| Public Highway R.O.W. Dedication | 98,372 | 2.258 |

CURRENT TAX KEYS:
82-4-222-152-0200
82-4-222-152-0225
82-4-222-152-0300

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | LENGTH |
| L1 | N00°20'23"W | 1322.55' |
| L2 | S89°11'32"E | 664.47' |
| L3 | N00°17'33"W | 1323.48' |
| L4 | S89°16'26"E | 665.54' |
| L5 | S00°14'12"E | 33.00' |
| L6 | S89°16'26"E | 262.37' |
| L7 | S06°29'27"W | 2628.59' |
| L8 | N89°06'36"W | 1280.78' |

LEGEND:
= EX. PROPERTY LINE
= EX. SECTION LINE
= EX. RIGHT OF WAY LINE
= EX. LOT LINE LINE
= EX. EASEMENT LINE
= PROPOSED LOT LINE
= PROP. EASEMENT LINE
= EX./PROP. CENTERLINE

WISCONSIN
JAMES D. BAKER
S-2704
LINCOLNSHIRE, ILLINOIS
LAND SURVEYOR

DATE: MARCH 24, 2023
EXPIRES: 01/31/24

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SOMERVILLE APARTMENTS
VILLAGE OF SOMERS, WISCONSIN
CERTIFIED SURVEY MAP

PROJ. MGR.: JDB
DRAWN BY: LSM
DATE: 03/24/23
SCALE: 1"=300'

SHEET 1 OF 32
ALN.SMWI01

Dwg Name: P:\Alnsmwi01\dwg\Surv\Final Drawings\Certified Survey Map\CSM_1\01-ALNSMWI-CSM_1.dwg Updated By: LMoryl 14:44

# CERTIFIED SURVEY MAP NO. _____

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15 TOWNSHIP 2 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF SOMERS, COUNTY OF KENOSHA AND STATE OF WISCONSIN.

## BASIS OF BEARINGS

BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM (KENOSHA COUNTY) NAD 83 (2011) IN WHICH THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 2 NORTH, RANGE 22 EAST, IS ASSUMED TO BEAR N 00°20'23" W

GRAPHIC SCALE

200 0 100 200 400

( IN FEET )
1 inch = 200 ft.

## LEGEND:

- = EX./PROP. PROPERTY LINE
- = EX. SECTION LINE
- = EX. RIGHT OF WAY LINE
- = EX. LOT LINE LINE
- = EX. EASEMENT LINE
- = PROPOSED LOT LINE
- = PROP. EASEMENT LINE
- = EX./PROP. CENTERLINE

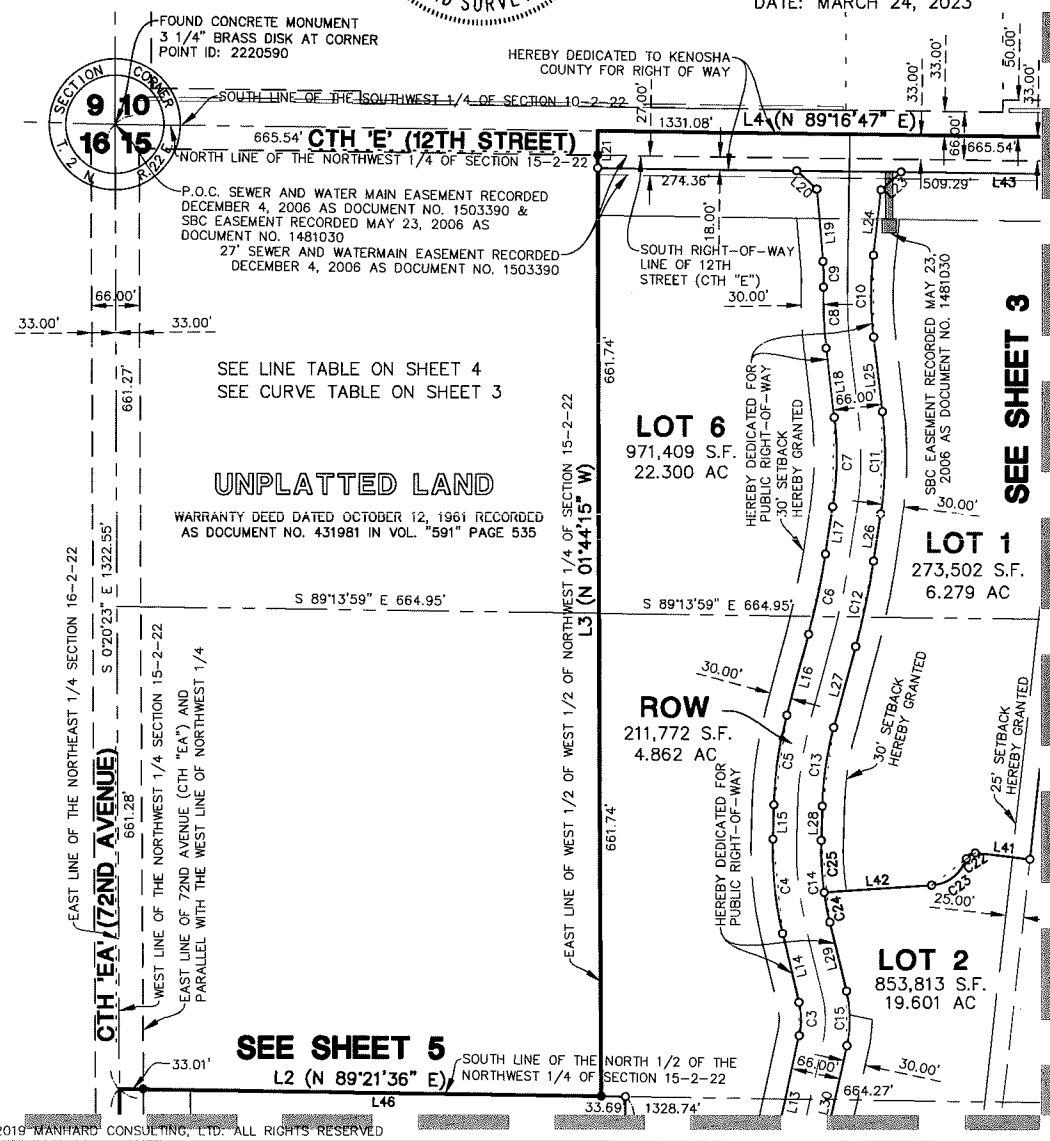
WISCONSIN
JAMES D. BAKER
S-2704
LINCOLNSHIRE, ILLINOIS
LAND SURVEYOR

## LEGEND

- ● 1" O.D. IRON PIPE FOUND
- ○ 1" O.D. 18" LONG WEIGHT 1.30 LBS/FT. SET

N

PREPARED BY: _____
JAMES D. BAKER.
P.L.S. No. 2704 EXPIRES: 01/31/24
DATE: MARCH 24, 2023

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SOMERVILLE APARTMENTS
VILLAGE OF SOMERS, WISCONSIN
CERTIFIED SURVEY MAP

| | |
|---|---|
| PROJ. MGR.: JDB | SHEET 2 OF 32 |
| DRAWN BY: LSM | |
| DATE: 03/24/23 | |
| SCALE: 1"=200' | ALN.SMWI01 |

Dwg Name: P:\Alnsmwi01\dwg\Surv\Final Drawings\Certified Survey Map\CSM_1\02-05-ALNSMWI-CSM_1.dwg Updated By: LMory
14:42

# CERTIFIED SURVEY MAP NO. _____

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15 TOWNSHIP 2 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF SOMERS, COUNTY OF KENOSHA AND STATE OF WISCONSIN.

**BASIS OF BEARINGS**

BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM (KENOSHA COUNTY) NAD 83 (2011) IN WHICH THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 2 NORTH, RANGE 22 EAST, IS ASSUMED TO BEAR N 00°20'23" W

GRAPHIC SCALE

200 0 100 200 400

( IN FEET )
1 inch = 200 ft.

**LEGEND:**

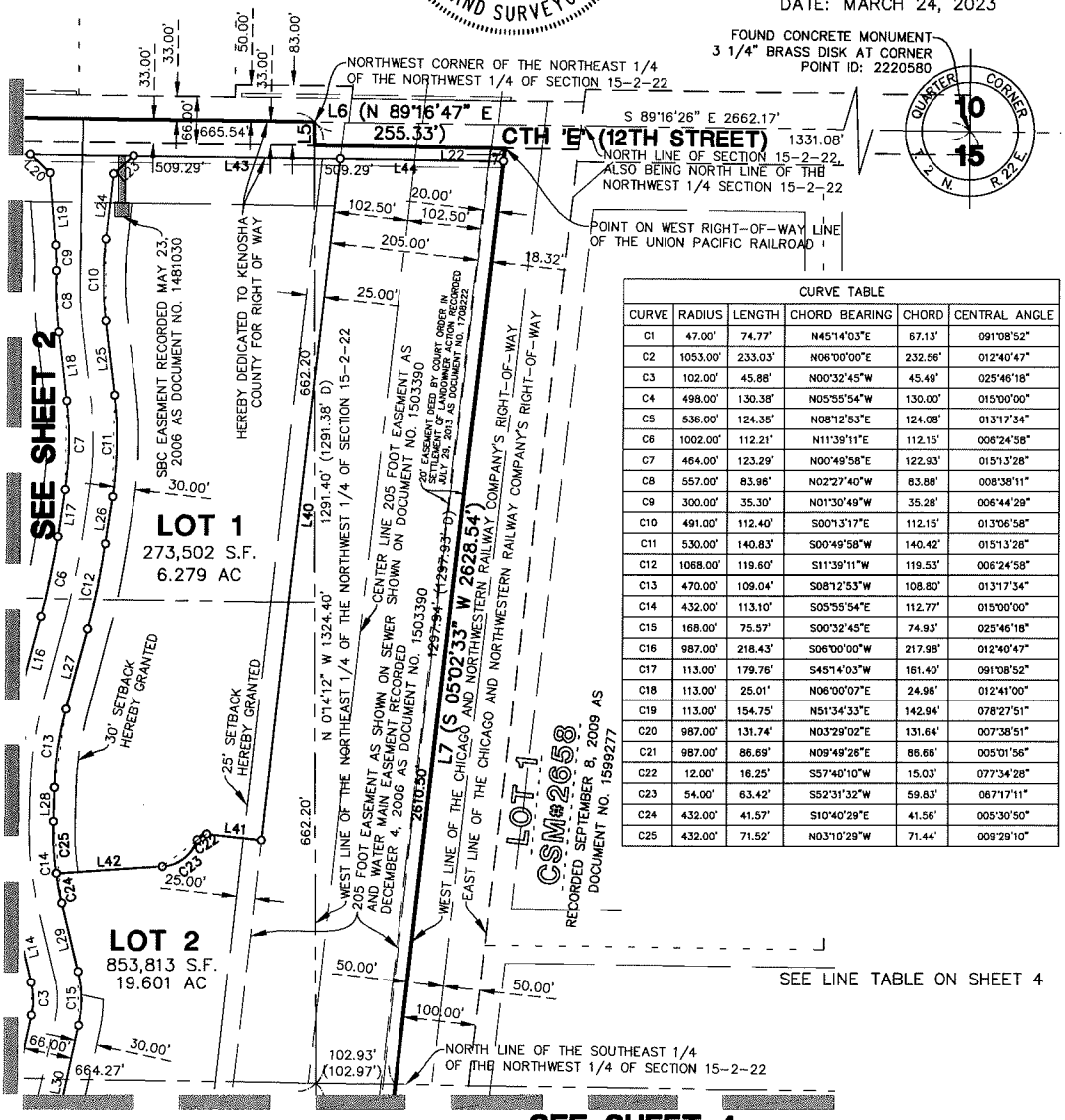
- = EX./PROP. PROPERTY LINE
- = EX. SECTION LINE
- = EX. RIGHT OF WAY LINE
- = EX. LOT LINE LINE
- = EX. EASEMENT LINE
- = PROPOSED LOT LINE
- = PROP. EASEMENT LINE
- = EX./PROP. CENTERLINE

**LEGEND**

- ● 1" O.D. IRON PIPE FOUND
- ○ 1" O.D. 18" LONG WEIGHT 1.30 LBS/FT. SET

WISCONSIN
JAMES D. BAKER
S-2704
LINCOLNSHIRE, ILLINOIS
LAND SURVEYOR

PREPARED BY: _____
JAMES D. BAKER,
P.L.S. NO. 2704 EXPIRES: 01/31/24
DATE: MARCH 24, 2023




| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| CURVE | RADIUS | LENGTH | CHORD BEARING | CHORD | CENTRAL ANGLE |
| C1 | 47.00' | 74.77' | N45°14'03"E | 67.13' | 091°08'52" |
| C2 | 1053.00' | 233.03' | N06°00'00"E | 232.56' | 012°40'47" |
| C3 | 102.00' | 45.88' | N00°32'45"W | 45.49' | 025°46'18" |
| C4 | 498.00' | 130.38' | N05°55'54"W | 130.00' | 015°00'00" |
| C5 | 536.00' | 124.35' | N08°12'53"E | 124.08' | 013°17'34" |
| C6 | 1002.00' | 112.21' | N11°39'11"E | 112.15' | 006°24'58" |
| C7 | 464.00' | 123.29' | N00°49'58"E | 122.93' | 015°13'28" |
| C8 | 557.00' | 83.98' | N02°27'40"W | 83.88' | 008°38'11" |
| C9 | 300.00' | 35.30' | N01°30'49"W | 35.28' | 006°44'29" |
| C10 | 491.00' | 112.40' | S00°13'17"E | 112.15' | 013°06'58" |
| C11 | 530.00' | 140.83' | S00°49'58"W | 140.42' | 015°13'28" |
| C12 | 1068.00' | 119.60' | S11°39'11"W | 119.53' | 006°24'58" |
| C13 | 470.00' | 109.04' | S08°12'53"W | 108.80' | 013°17'34" |
| C14 | 432.00' | 113.10' | S05°55'54"E | 112.77' | 015°00'00" |
| C15 | 168.00' | 75.57' | S00°32'45"E | 74.93' | 025°46'18" |
| C16 | 987.00' | 218.43' | S06°00'00"W | 217.98' | 012°40'47" |
| C17 | 113.00' | 179.76' | S45°14'03"W | 161.40' | 091°08'52" |
| C18 | 113.00' | 25.01' | N06°00'07"E | 24.96' | 012°41'00" |
| C19 | 113.00' | 154.75' | N51°34'33"E | 142.94' | 078°27'51" |
| C20 | 987.00' | 131.74' | N03°29'02"E | 131.64' | 007°38'51" |
| C21 | 987.00' | 86.69' | N09°49'26"E | 86.66' | 005°01'56" |
| C22 | 12.00' | 16.25' | S57°40'10"W | 15.03' | 077°34'28" |
| C23 | 54.00' | 63.42' | S52°31'32"W | 59.83' | 067°17'11" |
| C24 | 432.00' | 41.57' | S10°40'29"E | 41.56' | 005°30'50" |
| C25 | 432.00' | 71.52' | N03°10'29"W | 71.44' | 009°29'10" |

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SOMERVILLE APARTMENTS
VILLAGE OF SOMERS, WISCONSIN
CERTIFIED SURVEY MAP

PROJ. MGR.: JDB
DRAWN BY: LSM
DATE: 03/24/23
SCALE: 1"=200'

SHEET 3 OF 32
ALN.SMWI01

14:42 Dwg Name: P:\Alnsmwi01\dwg\Surv\Final Drawings\Certified Survey Map\CSM_1\02-05-ALNSMWI-CSM_1.dwg Updated By: LMory

# CERTIFIED SURVEY MAP NO. _____

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15 TOWNSHIP 2 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF SOMERS, COUNTY OF KENOSHA AND STATE OF WISCONSIN.

## BASIS OF BEARINGS

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GRAPHIC SCALE

200 0 100 200 400

( IN FEET )
1 inch = 200 ft.

## LEGEND:

- = EX./PROP. PROPERTY LINE
- = EX. SECTION LINE
- = EX. RIGHT OF WAY LINE
- = EX. LOT LINE LINE
- = EX. EASEMENT LINE
- = PROPOSED LOT LINE
- = PROP. EASEMENT LINE
- = EX./PROP. CENTERLINE

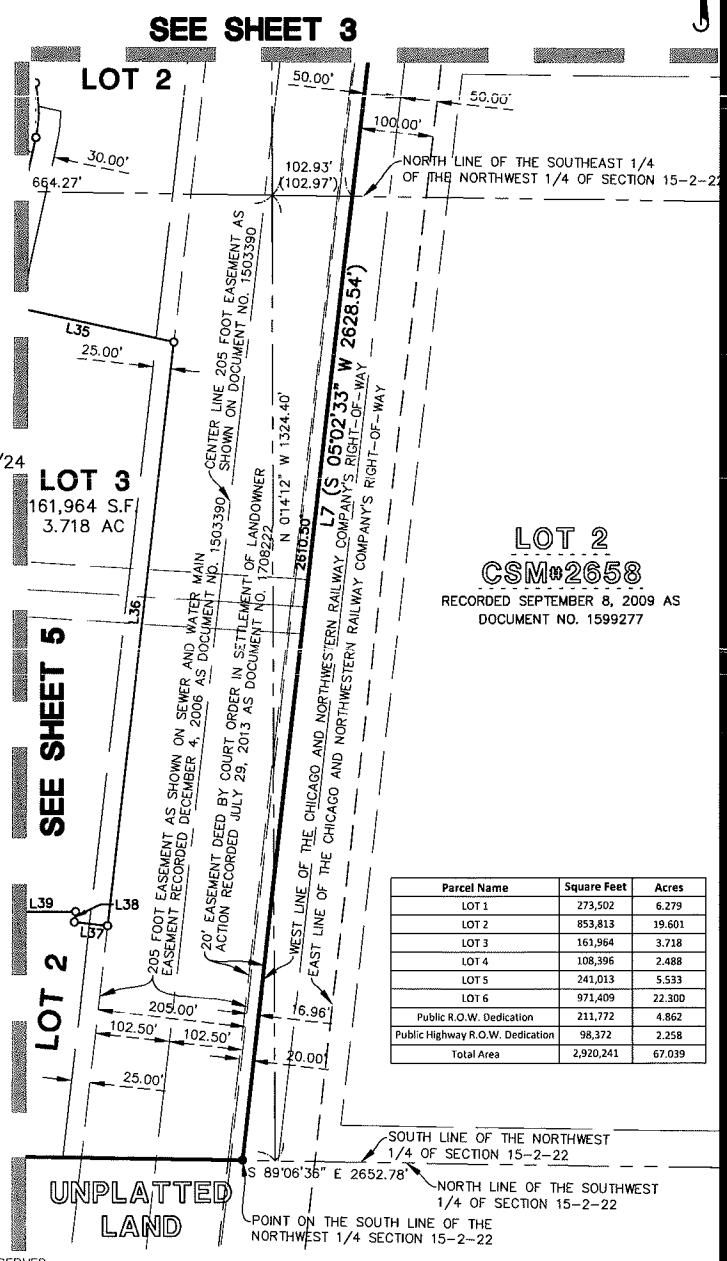
## LEGEND

- ● 1" O.D. IRON PIPE FOUND
- ○ 1" O.D. 18" LONG WEIGHT 1.30 LBS/FT. SET

WISCONSIN
JAMES D. BAKER
S-2704
LINCOLNSHIRE, ILLINOIS
LAND SURVEYOR

PREPARED BY: _____
JAMES D. BAKER,
P.L.S. NO. 2704 EXPIRES: 01/31/24
DATE: MARCH 24, 2023

SEE CURVE TABLE ON SHEET 3




| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | LENGTH |
| L1 | N00°20'23"W | 1322.55' |
| L2 | S89°11'32"E | 664.47' |
| L3 | N00°17'33"W | 1323.48' |
| L4 | S89°16'26"E | 665.54' |
| L5 | S00°14'12"E | 33.00' |
| L6 | S89°16'26"E | 262.37' |
| L7 | S06°29'27"W | 2628.59' |
| L8 | N89°06'36"W | 1280.78' |
| L9 | S89°39'37"W | 17.00' |
| L10 | S44°45'57"E | 35.71' |
| L11 | S89°11'32"E | 757.22' |
| L12 | N00°20'23"W | 677.49' |
| L13 | N12°20'24"E | 146.98' |
| L14 | N13°25'54"W | 96.71' |
| L15 | N01°34'06"E | 46.86' |
| L16 | N14°51'40"E | 114.68' |
| L17 | N08°26'43"E | 65.49' |
| L18 | N06°46'46"W | 95.54' |
| L19 | N04°53'04"W | 99.65' |
| L20 | N47°04'45"W | 37.04' |
| L21 | N00°17'23"W | 51.01' |
| L22 | S06°29'27"W | 18.09' |
| L23 | S48°31'53"W | 37.04' |
| L24 | S06°20'12"W | 90.29' |
| L25 | S06°46'46"E | 103.15' |
| L26 | S08°26'43"W | 65.49' |
| L27 | S14°51'40"W | 114.68' |

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | LENGTH |
| L28 | S01°34'06"W | 46.86' |
| L29 | S13°25'54"E | 96.71' |
| L30 | S12°20'24"W | 146.98' |
| L31 | S00°20'23"E | 677.49' |
| L32 | N89°11'32"W | 755.89' |
| L33 | S45°14'03"W | 35.00' |
| L34 | N00°20'23"W | 243.62' |
| L35 | S77°39'36"E | 241.96' |
| L36 | S06°27'24"W | 805.98' |
| L37 | N83°32'36"W | 45.67' |
| L38 | N06°27'24"E | 14.47' |
| L39 | S89°39'37"W | 108.58' |
| L40 | S06°27'24"W | 944.48' |
| L41 | N83°32'36"W | 75.85' |
| L42 | S86°10'07"W | 146.50' |
| L43 | S89°16'26"E | 284.76' |
| L44 | S89°16'26"E | 224.53' |
| L45 | N00°20'23"W | 449.82' |
| L46 | S89°11'32"E | 665.15' |
| L47 | S00°48'28"W | 146.25' |
| L48 | N89°11'32"W | 86.05' |
| L49 | S00°20'23"E | 104.27' |
| L50 | N89°11'32"W | 281.95' |
| L51 | S00°20'23"E | 301.57' |
| L52 | N86°26'45"W | 277.81' |
| L53 | N00°20'23"W | 162.35' |

| Parcel Name | Square Feet | Acres |
|---|---|---|
| LOT 1 | 273,502 | 6.279 |
| LOT 2 | 853,813 | 19.601 |
| LOT 3 | 161,964 | 3.718 |
| LOT 4 | 108,396 | 2.488 |
| LOT 5 | 241,013 | 5.533 |
| LOT 6 | 971,409 | 22.300 |
| Public R.O.W. Dedication | 211,772 | 4.862 |
| Public Highway R.O.W. Dedication | 98,372 | 2.258 |
| Total Area | 2,920,241 | 67.039 |

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SOMERVILLE APARTMENTS
VILLAGE OF SOMERS, WISCONSIN
CERTIFIED SURVEY MAP

PROJ. MGR.: JDB
DRAWN BY: LSM
DATE: 03/24/23
SCALE: 1"=200'

SHEET 4 OF 32
ALN.SMWI01

14:42 Dwg Name: P:\Alnsmwi01\dwg\Surv\Final Drawings\Certified Survey Map\CSM_1\02-05-ALNSMWI-CSM_1.dwg Updated By: LMoryl

# CERTIFIED SURVEY MAP NO. _____

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15 TOWNSHIP 2 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF SOMERS, COUNTY OF KENOSHA AND STATE OF WISCONSIN.

**BASIS OF BEARINGS**

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GRAPHIC SCALE

200 0 100 200 400

( IN FEET )
1 inch = 200 ft.

**LEGEND:**

- = EX./PROP. PROPERTY LINE
- = EX. SECTION LINE
- = EX. RIGHT OF WAY LINE
- = EX. LOT LINE LINE
- = EX. EASEMENT LINE
- = PROPOSED LOT LINE
- = PROP. EASEMENT LINE
- = EX./PROP. CENTERLINE

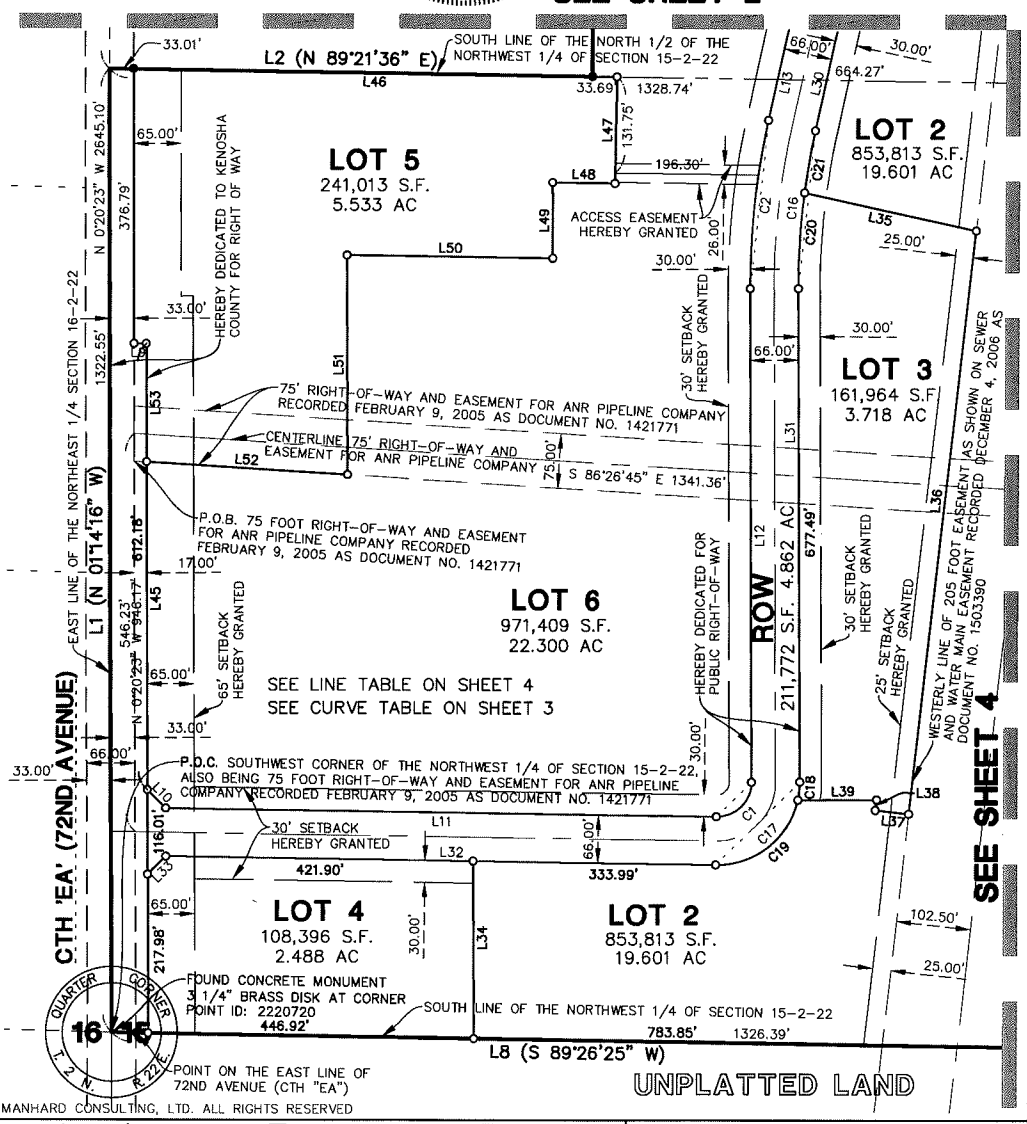
**LEGEND**

- ● 1" O.D. IRON PIPE FOUND
- ○ 1" O.D. 18" LONG WEIGHT 1.30 LBS/FT. SET

WISCONSIN
JAMES D. BAKER
S-2704
LINCOLNSHIRE, ILLINOIS
LAND SURVEYOR

PREPARED BY: _____
JAMES D. BAKER,
P.L.S. NO. 2704 EXPIRES: 01/31/24
DATE: MARCH 24, 2023

SEE SHEET 2

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SOMERVILLE APARTMENTS
VILLAGE OF SOMERS, WISCONSIN
CERTIFIED SURVEY MAP

| | |
|---|---|
| PROJ. MGR.: JDB | SHEET 5 OF 32 |
| DRAWN BY: LSM | |
| DATE: 03/24/23 | |
| SCALE: 1"=200' | ALN.SMWI01 |

14:42 Dwg Name: P:\Alnsmwi01\dwg\Surv\Final Drawings\Certified Survey Map\CSM_1\02-05-ALNSMWI-CSM_1.dwg Updated By: LMoryl

# CERTIFIED SURVEY MAP NO. _____

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15 TOWNSHIP 2 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF SOMERS, COUNTY OF KENOSHA AND STATE OF WISCONSIN.

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GRAPHIC SCALE

60 0 30 60 120

( IN FEET )
1 inch = 60 ft.

**LEGEND:**

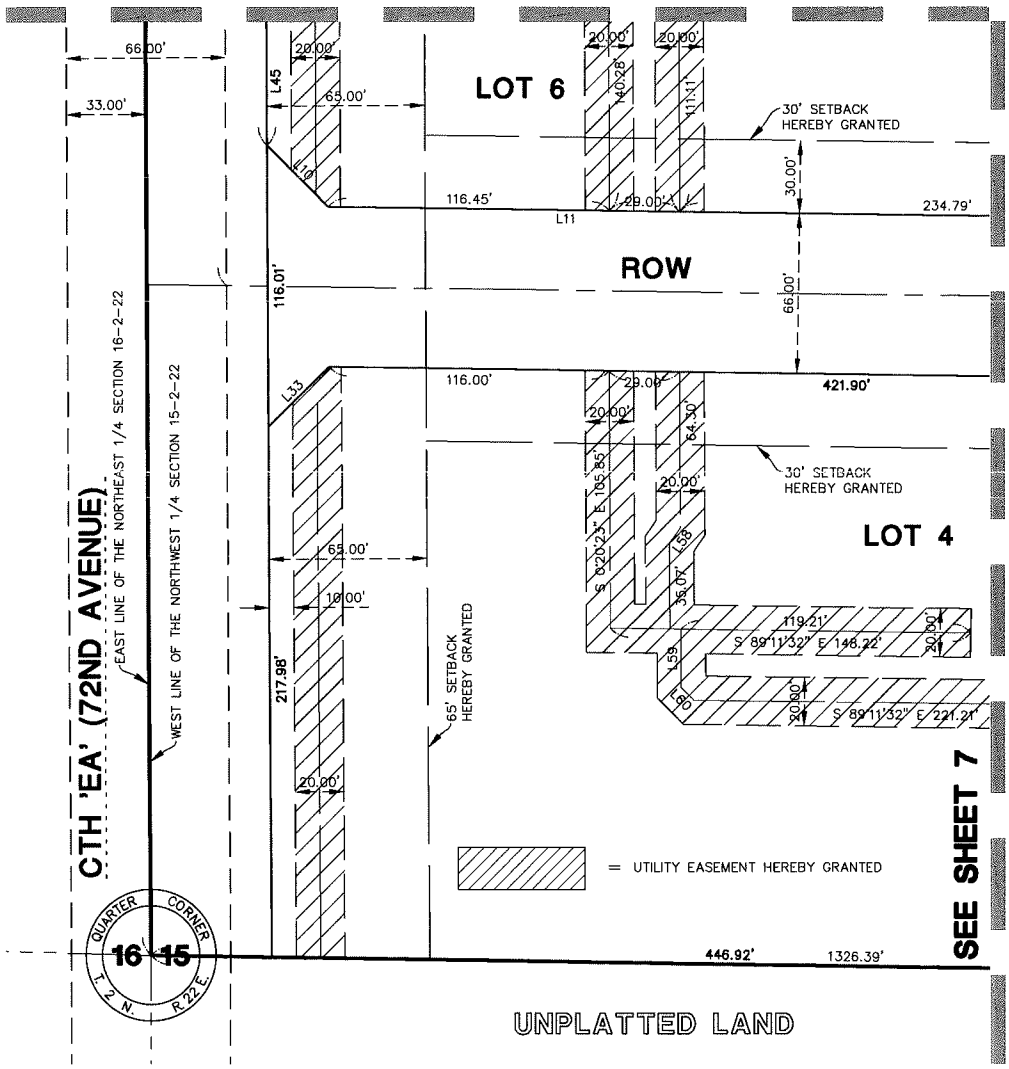
- = EX./PROP. PROPERTY LINE
- = EX. SECTION LINE
- = EX. RIGHT OF WAY LINE
- = EX. LOT LINE LINE
- = EX. EASEMENT LINE
- = PROPOSED LOT LINE
- = PROP. EASEMENT LINE
- = EX./PROP. CENTERLINE

WISCONSIN
JAMES D. BAKER
S-2704
LINCOLNSHIRE, ILLINOIS
LAND SURVEYOR

PREPARED BY: _____
JAMES D. BAKER,
P.L.S. NO. 2704 EXPIRES: 01/31/24
DATE: MARCH 24, 2023

SEE LINE TABLE ON SHEET 28
SEE CURVE TABLE ON SHEET 30

SEE SHEET 13

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SOMERVILLE APARTMENTS
VILLAGE OF SOMERS, WISCONSIN
CERTIFIED SURVEY MAP

| | |
|---|---|
| PROJ. MGR.: | JDB |
| DRAWN BY: | LSM |
| DATE: | 03/24/23 |
| SCALE: | 1"=60' |

SHEET 6 OF 32
ALN.SMWI01

Dwg Name: P:\Alnsmwi01\dwg\Surv\Final Drawings\Certified Survey Map\CSM_1\06-30-ALNSMWI-CSM_1.dwg Updated By: LMoryl 14:41

# CERTIFIED SURVEY MAP NO. _____

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GRAPHIC SCALE

60 0 30 60 120

( IN FEET )
1 inch = 60 ft.

N

**LEGEND:**

- = EX./PROP. PROPERTY LINE
- = EX. SECTION LINE
- = EX. RIGHT OF WAY LINE
- = EX. LOT LINE LINE
- = EX. EASEMENT LINE
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JAMES D. BAKER
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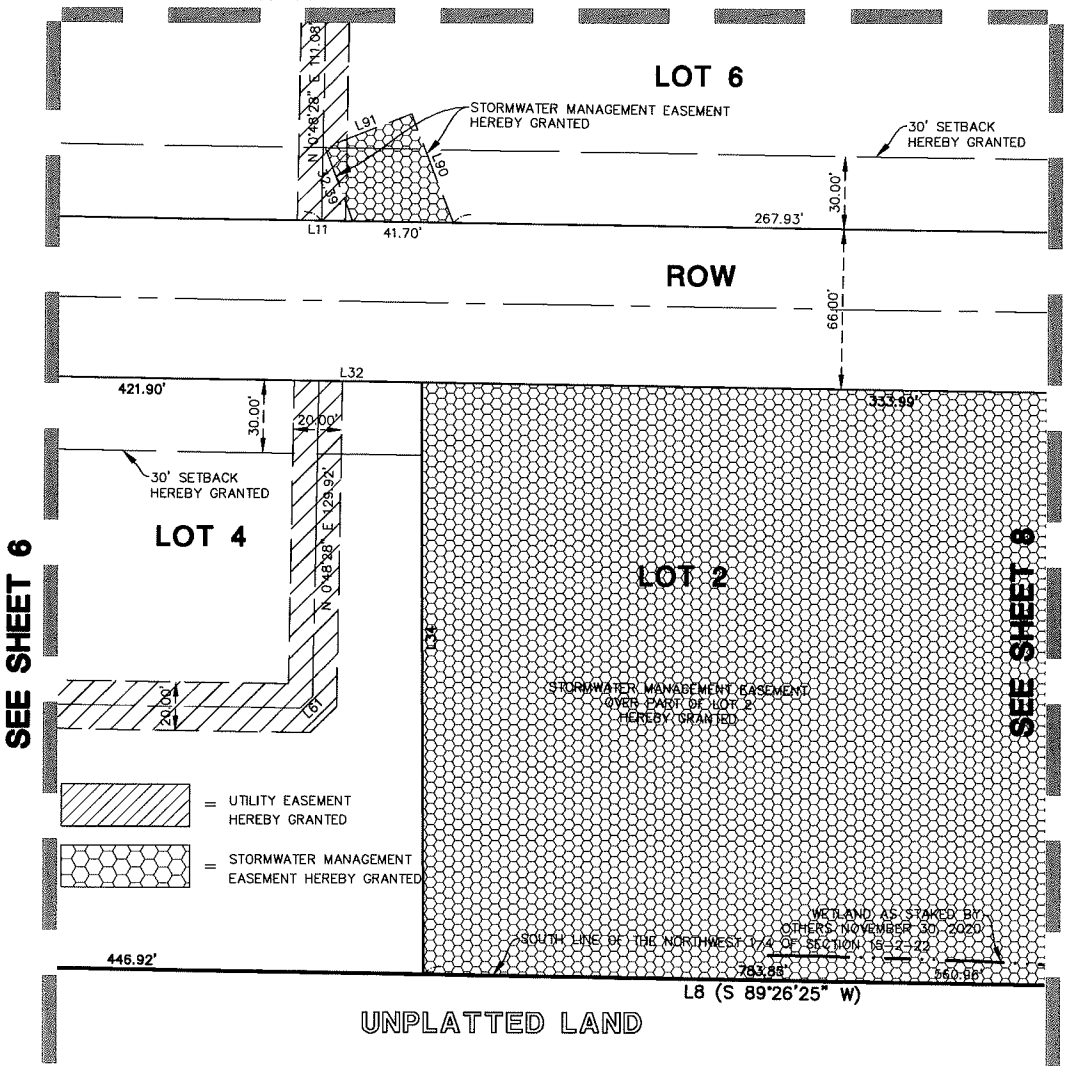
PREPARED BY: _____
JAMES D. BAKER,
P.L.S. NO. 2704 EXPIRES: 01/31/24
DATE: MARCH 24, 2023

SEE LINE TABLE ON SHEET 28
SEE CURVE TABLE ON SHEET 30

SEE SHEET 12

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SOMERVILLE APARTMENTS
VILLAGE OF SOMERS, WISCONSIN
CERTIFIED SURVEY MAP

PROJ. MGR.: JDB
DRAWN BY: LSM
DATE: 03/24/23
SCALE: 1"=60'

SHEET 7 OF 32
ALN.SMWI01

Dwg Name: P:\Alnsmwi01\dwg\Surv\Final Drawings\Certified Survey Map\CSM_1\06-30-ALNSMWI-CSM_1.dwg Updated By: LMoryl
14:41

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GRAPHIC SCALE

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( IN FEET )
1 inch = 60 ft.

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- = UTILITY EASEMENT HEREBY GRANTED
- = STORMWATER MANAGEMENT EASEMENT HEREBY GRANTED

WISCONSIN
JAMES D. BAKER
S-2704
LINCOLNSHIRE, ILLINOIS
LAND SURVEYOR

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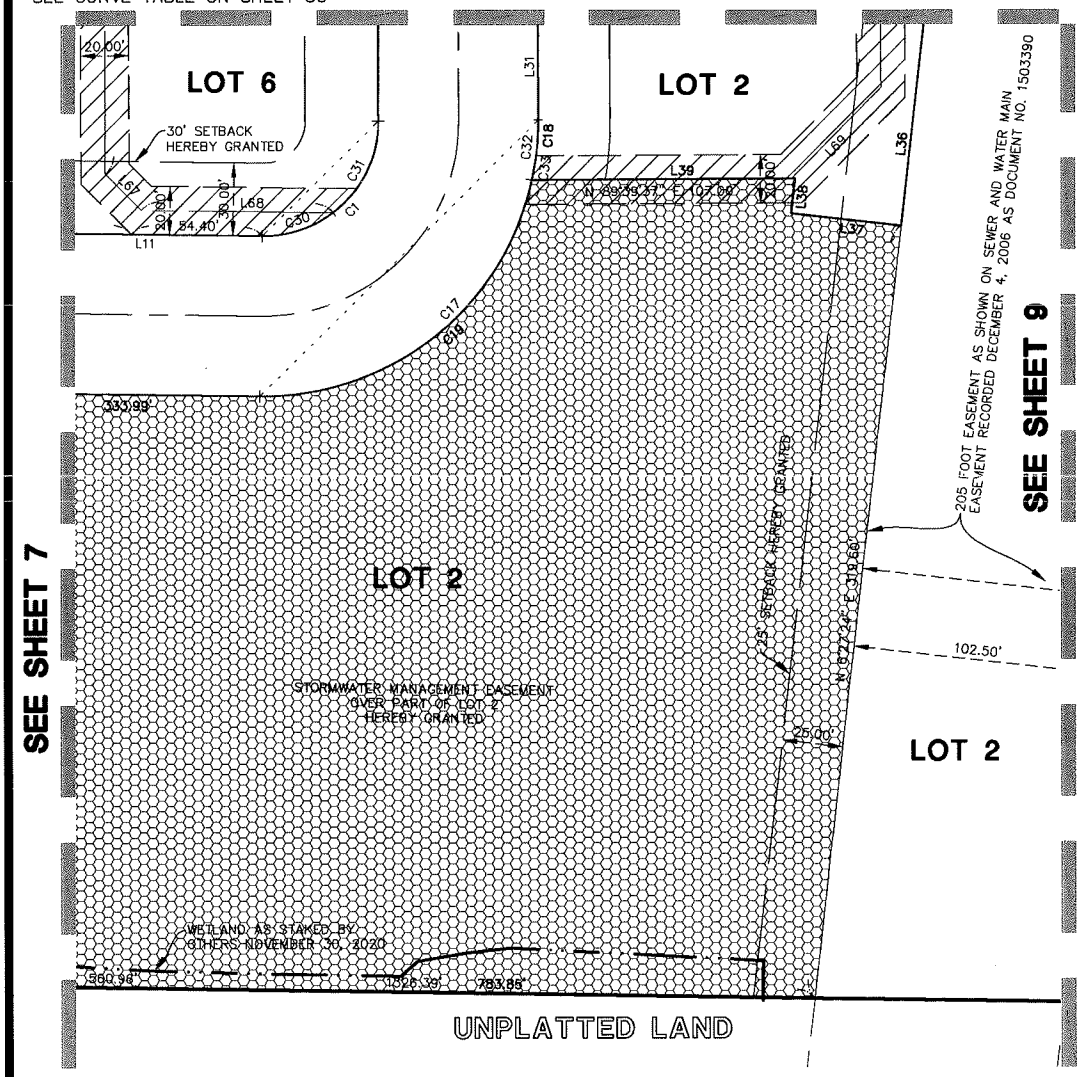
SEE SHEET 11

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| | |
|---|---|
| PROJ. MGR.: JDB | SHEET 8 OF 32 |
| DRAWN BY: LSM | |
| DATE: 03/24/23 | |
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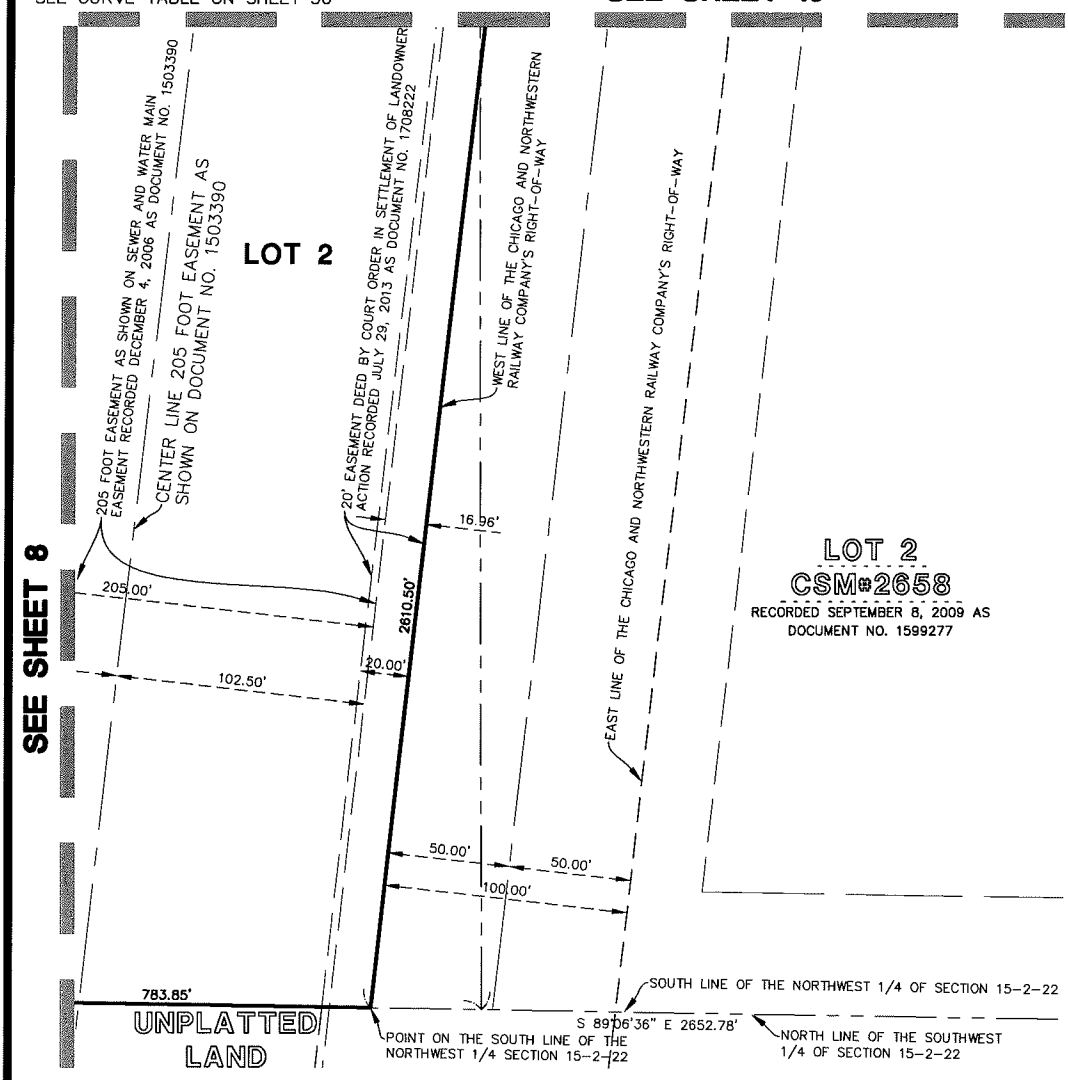


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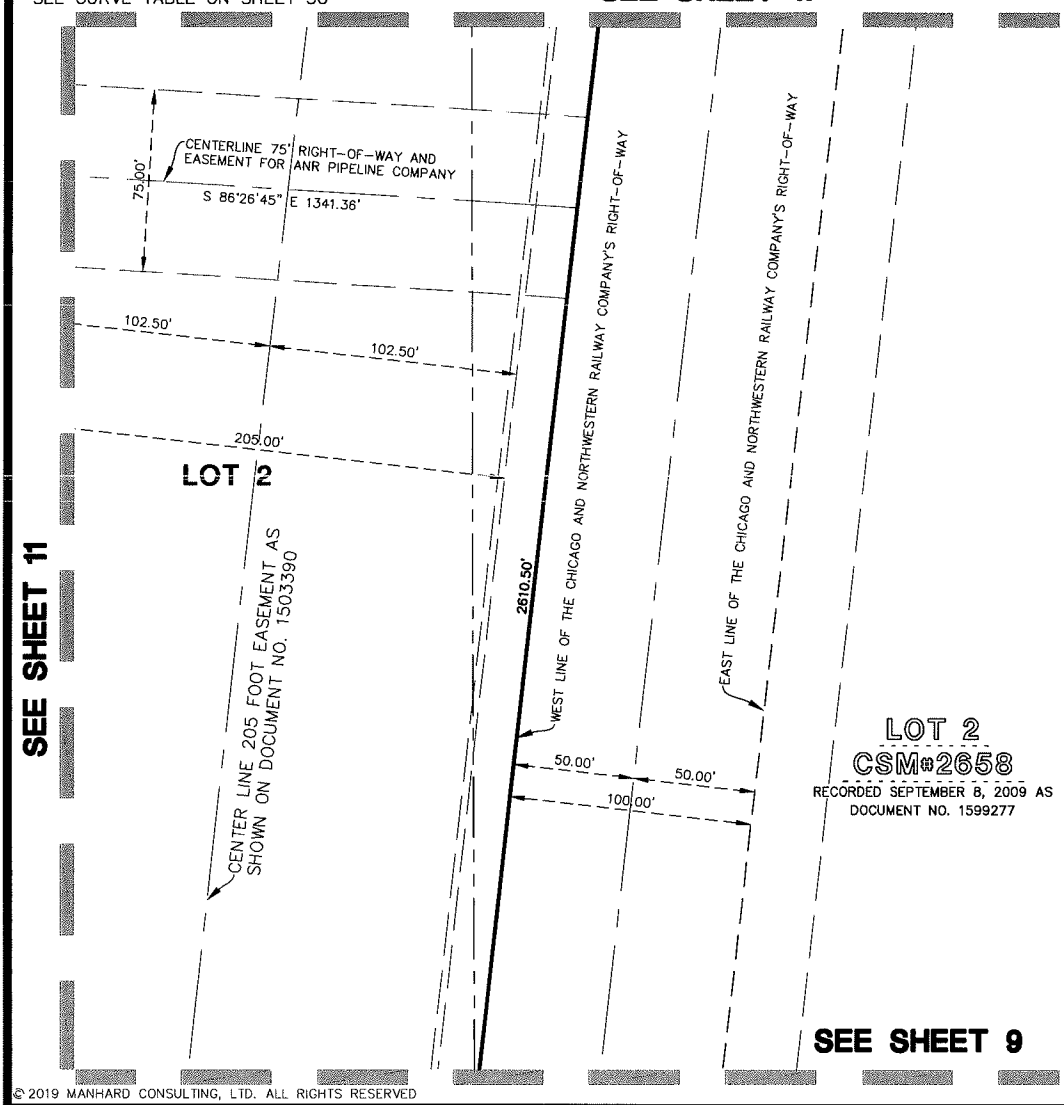


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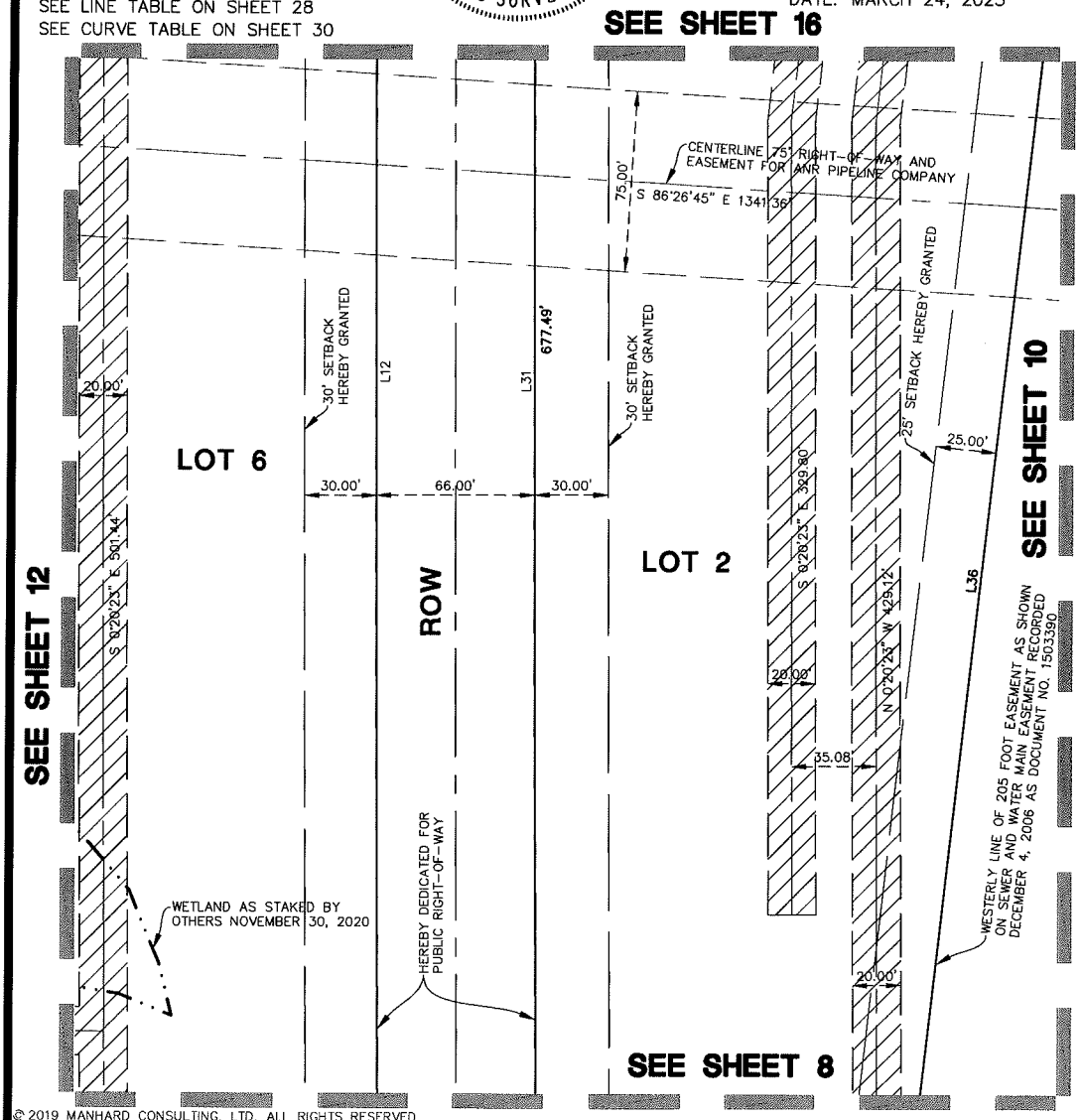


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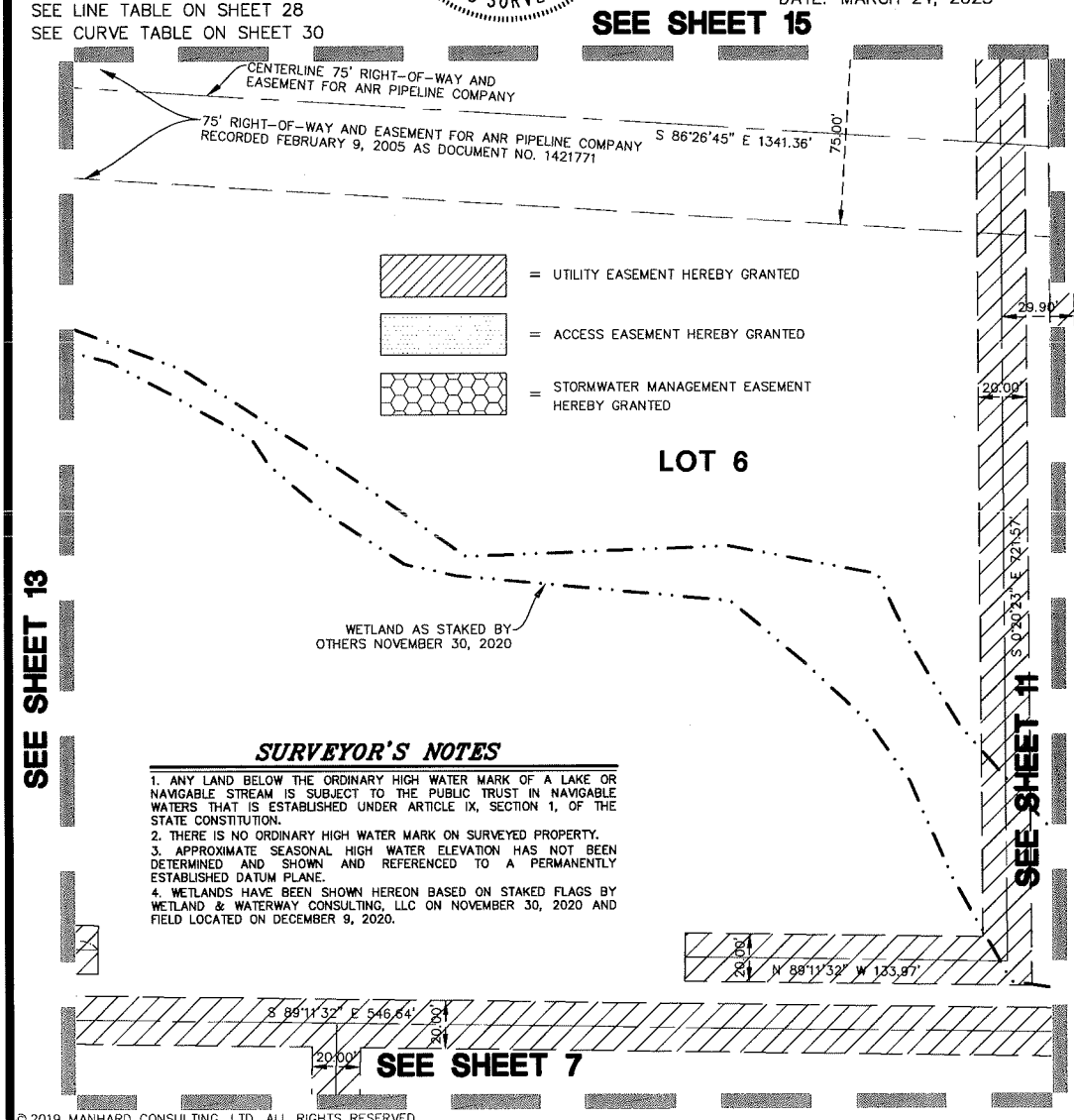


## *SURVEYOR'S NOTES*

1. ANY LAND BELOW THE ORDINARY HIGH WATER MARK OF A LAKE OR NAVIGABLE STREAM IS SUBJECT TO THE PUBLIC TRUST IN NAVIGABLE WATERS THAT IS ESTABLISHED UNDER ARTICLE IX, SECTION 1, OF THE STATE CONSTITUTION.
2. THERE IS NO ORDINARY HIGH WATER MARK ON SURVEYED PROPERTY.
3. APPROXIMATE SEASONAL HIGH WATER ELEVATION HAS NOT BEEN DETERMINED AND SHOWN AND REFERENCED TO A PERMANENTLY ESTABLISHED DATUM PLANE.
4. WETLANDS HAVE BEEN SHOWN HEREON BASED ON STAKED FLAGS BY WETLAND & WATERWAY CONSULTING, LLC ON NOVEMBER 30, 2020 AND FIELD LOCATED ON DECEMBER 9, 2020.

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SHEET 12 OF 32
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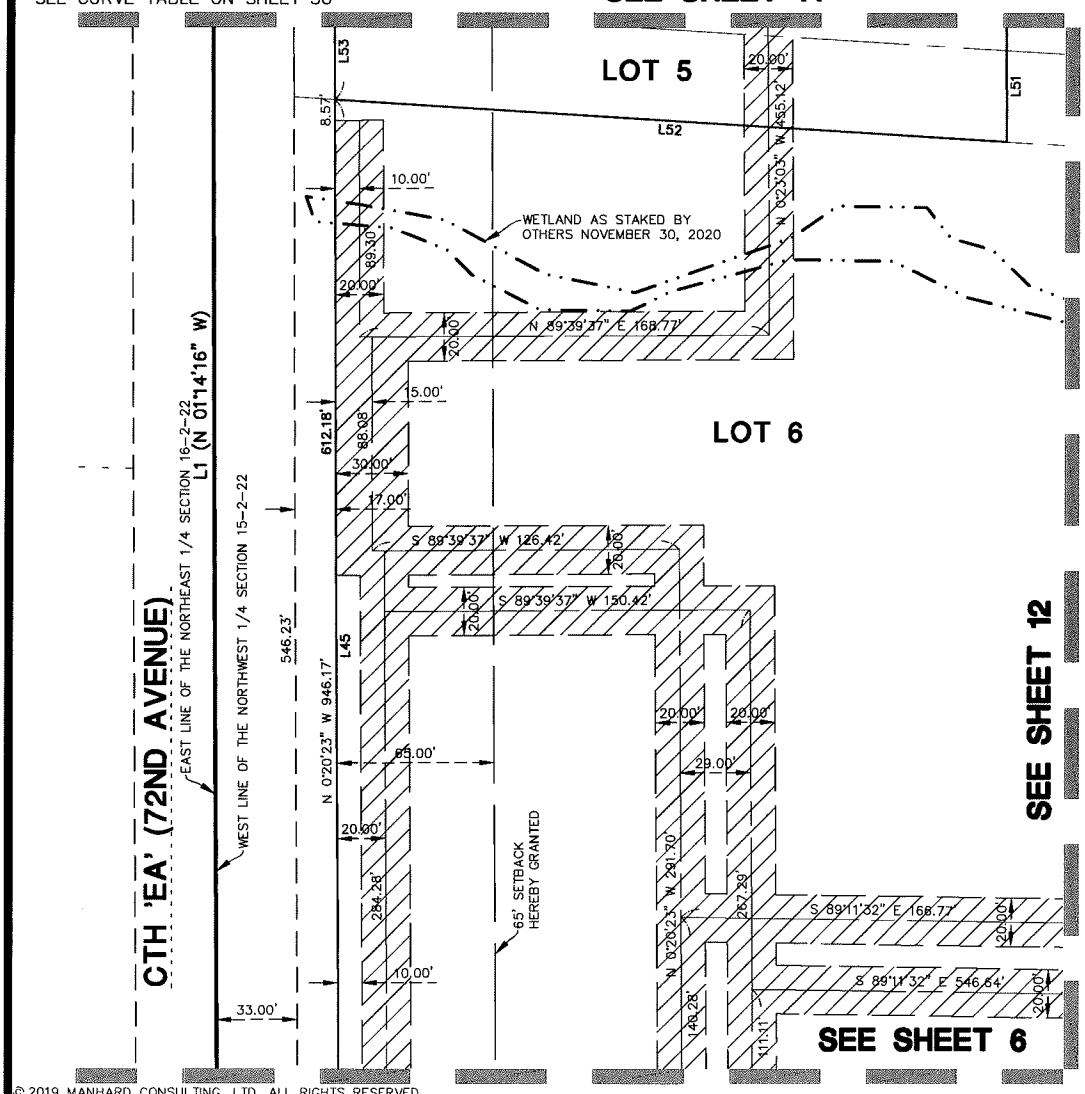


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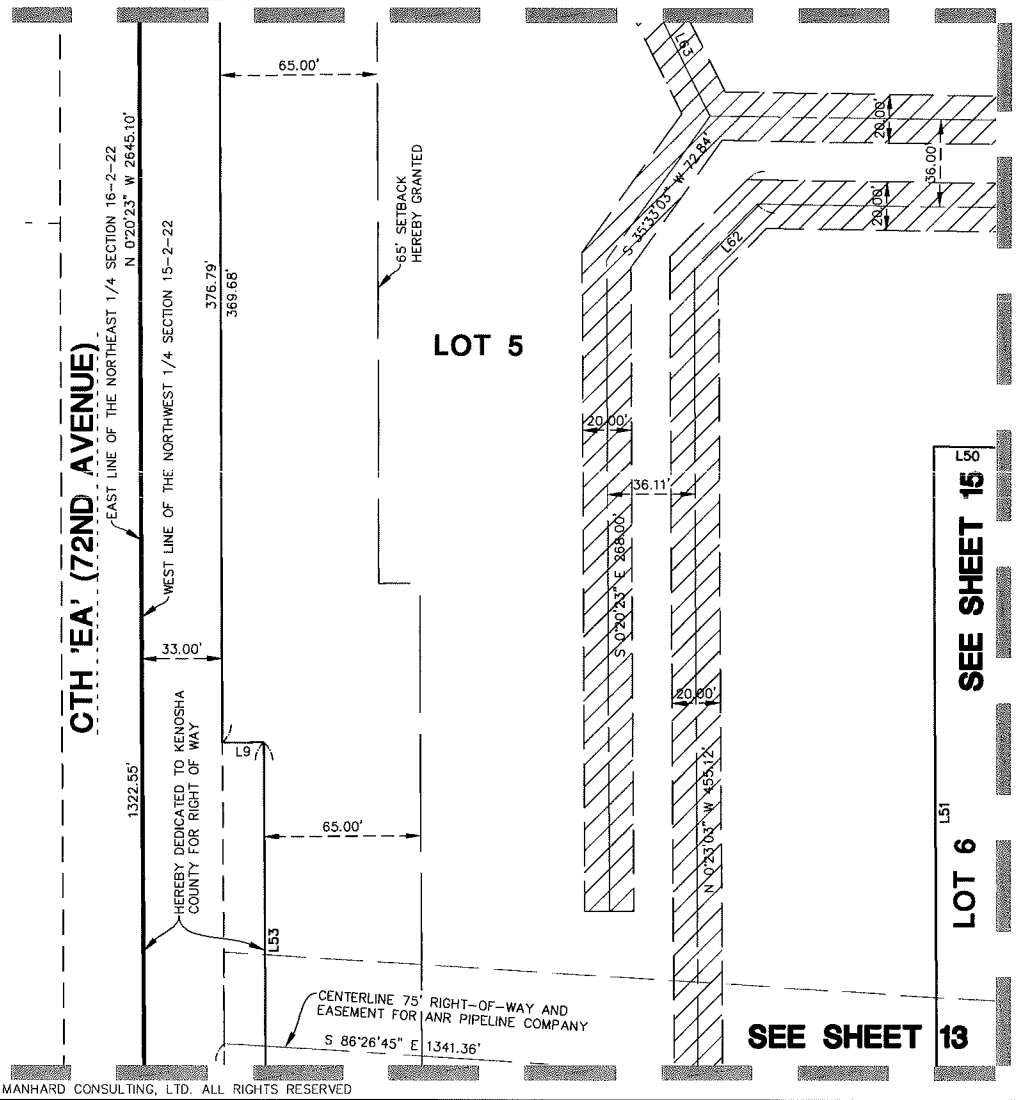


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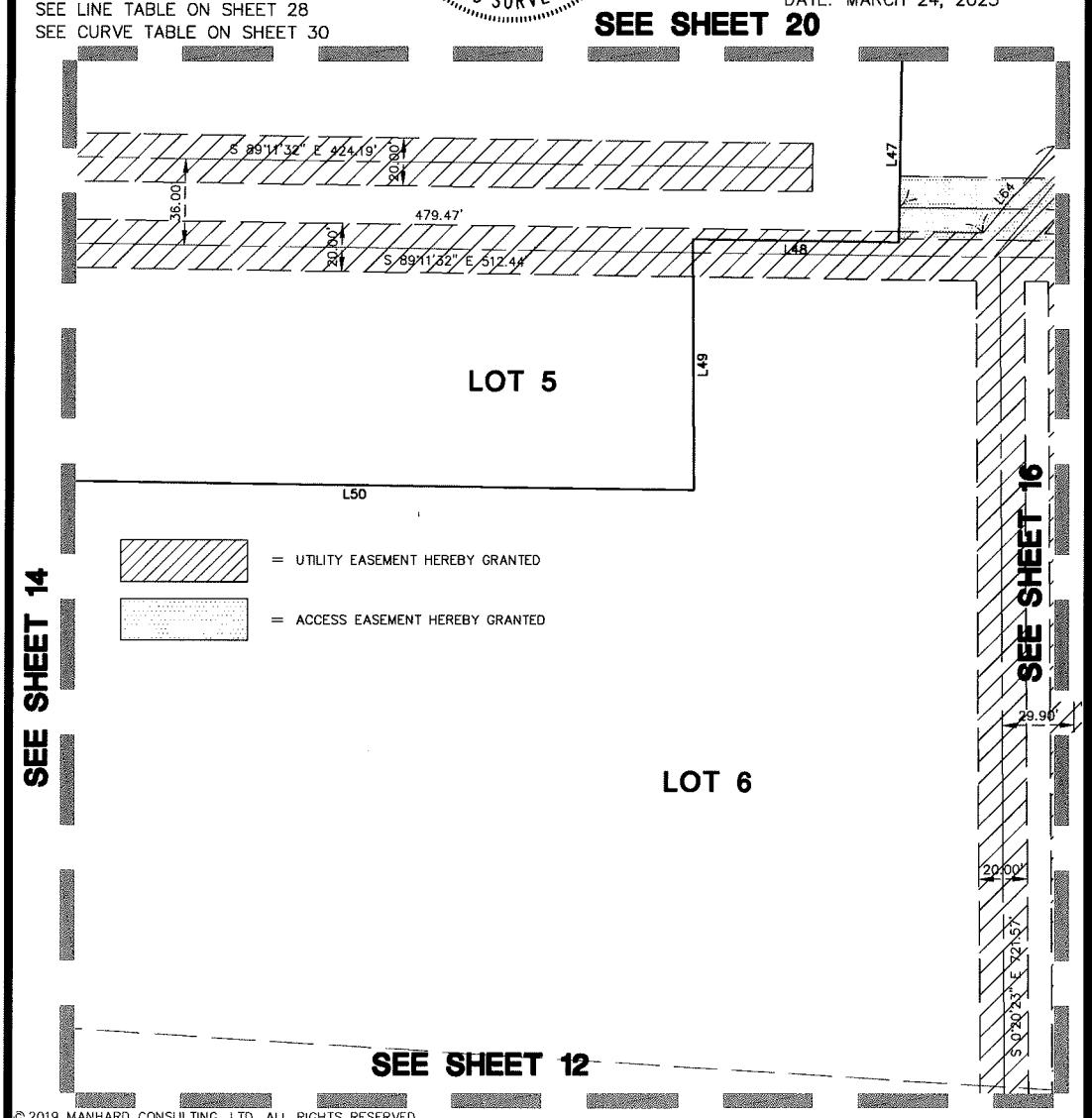


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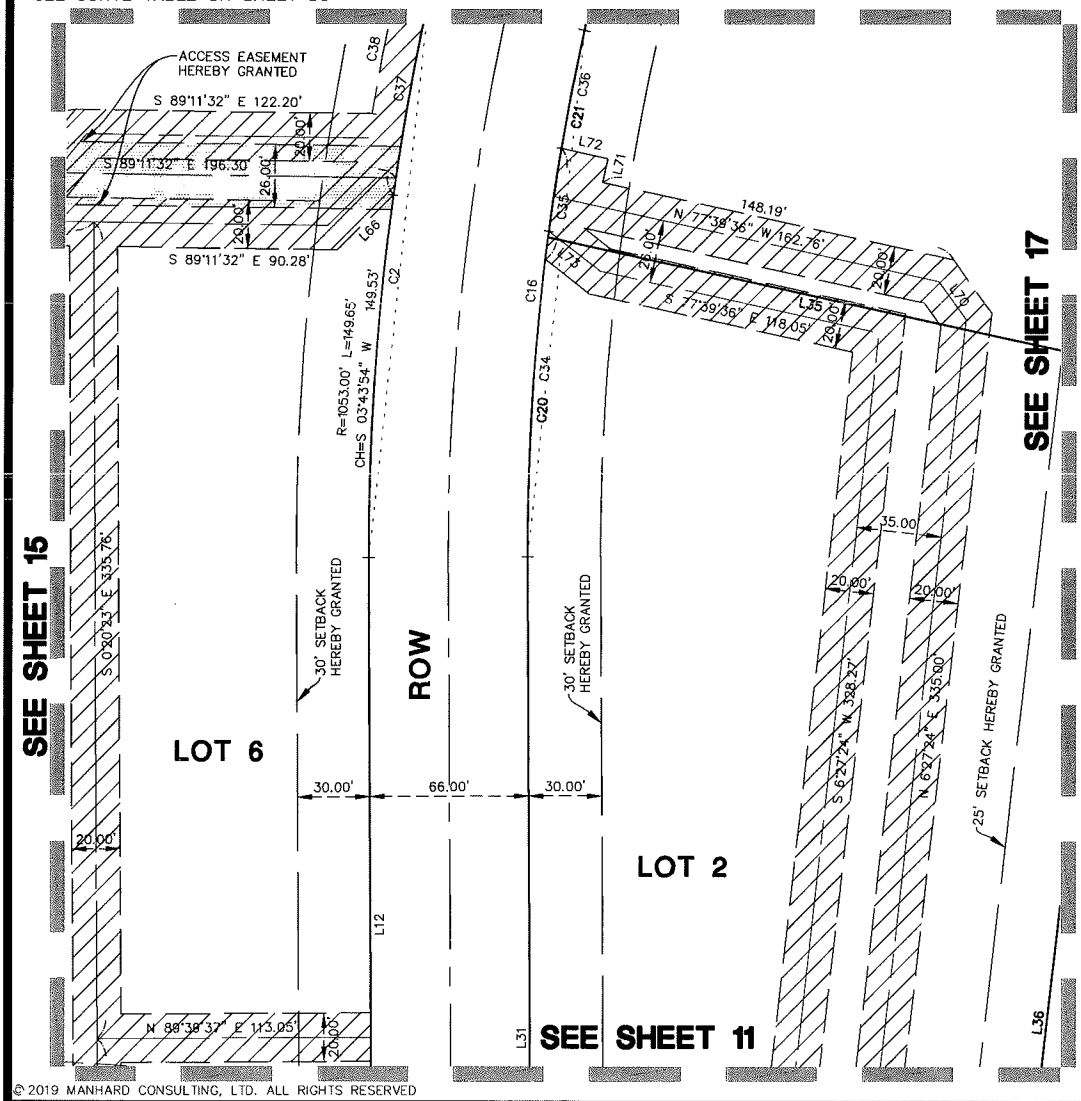
SEE SHEET 19

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SOMERVILLE APARTMENTS
VILLAGE OF SOMERS, WISCONSIN
CERTIFIED SURVEY MAP

PROJ. MGR.: JDB
DRAWN BY: LSM
DATE: 03/24/23
SCALE: 1"=60'

SHEET 16 OF 32
ALN.SMWI01

Dwg Name: P:\Alnsmwi01\dwg\Surv\Final Drawings\Certified Survey Map\CSM_1\06-30-ALNSMWI-CSM_1.dwg Updated By: LMory
14:41

# CERTIFIED SURVEY MAP NO. _____

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GRAPHIC SCALE

60 0 30 60 120

( IN FEET )
1 inch = 60 ft.

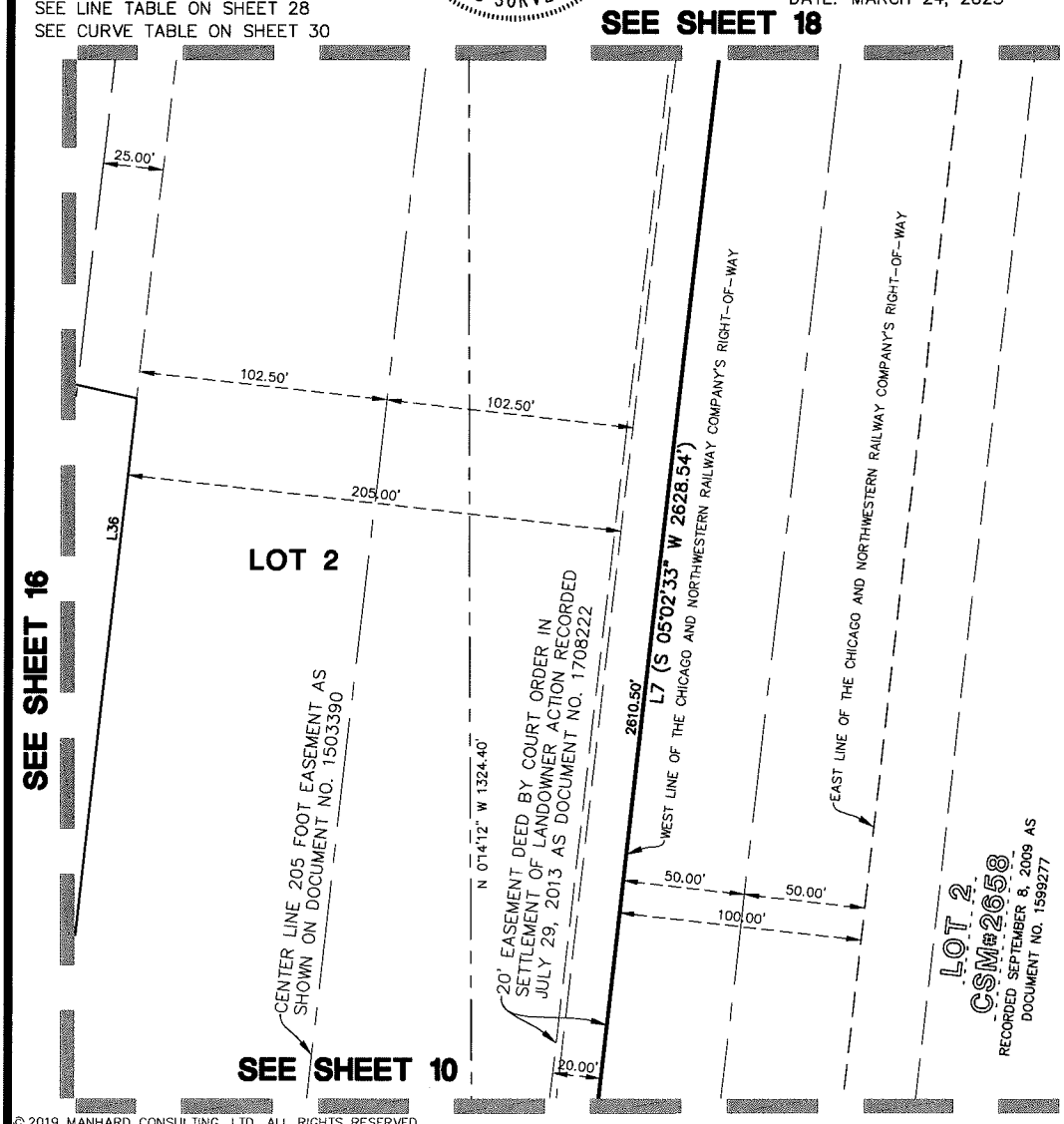
**LEGEND:**

- = EX./PROP. PROPERTY LINE
- = EX. SECTION LINE
- = EX. RIGHT OF WAY LINE
- = EX. LOT LINE LINE
- = EX. EASEMENT LINE
- = PROPOSED LOT LINE
- = PROP. EASEMENT LINE
- = EX./PROP. CENTERLINE

WISCONSIN
JAMES D. BAKER
S-2704
LINCOLNSHIRE, ILLINOIS
LAND SURVEYOR

PREPARED BY: _____
JAMES D. BAKER,
P.L.S. NO. 2704 EXPIRES: 01/31/24
DATE: MARCH 24, 2023

SEE LINE TABLE ON SHEET 28
SEE CURVE TABLE ON SHEET 30

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SHEET 17 OF 32
ALN.SMWI01

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- = PROP. EASEMENT LINE
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= STORMWATER MANAGEMENT EASEMENT HEREBY GRANTED

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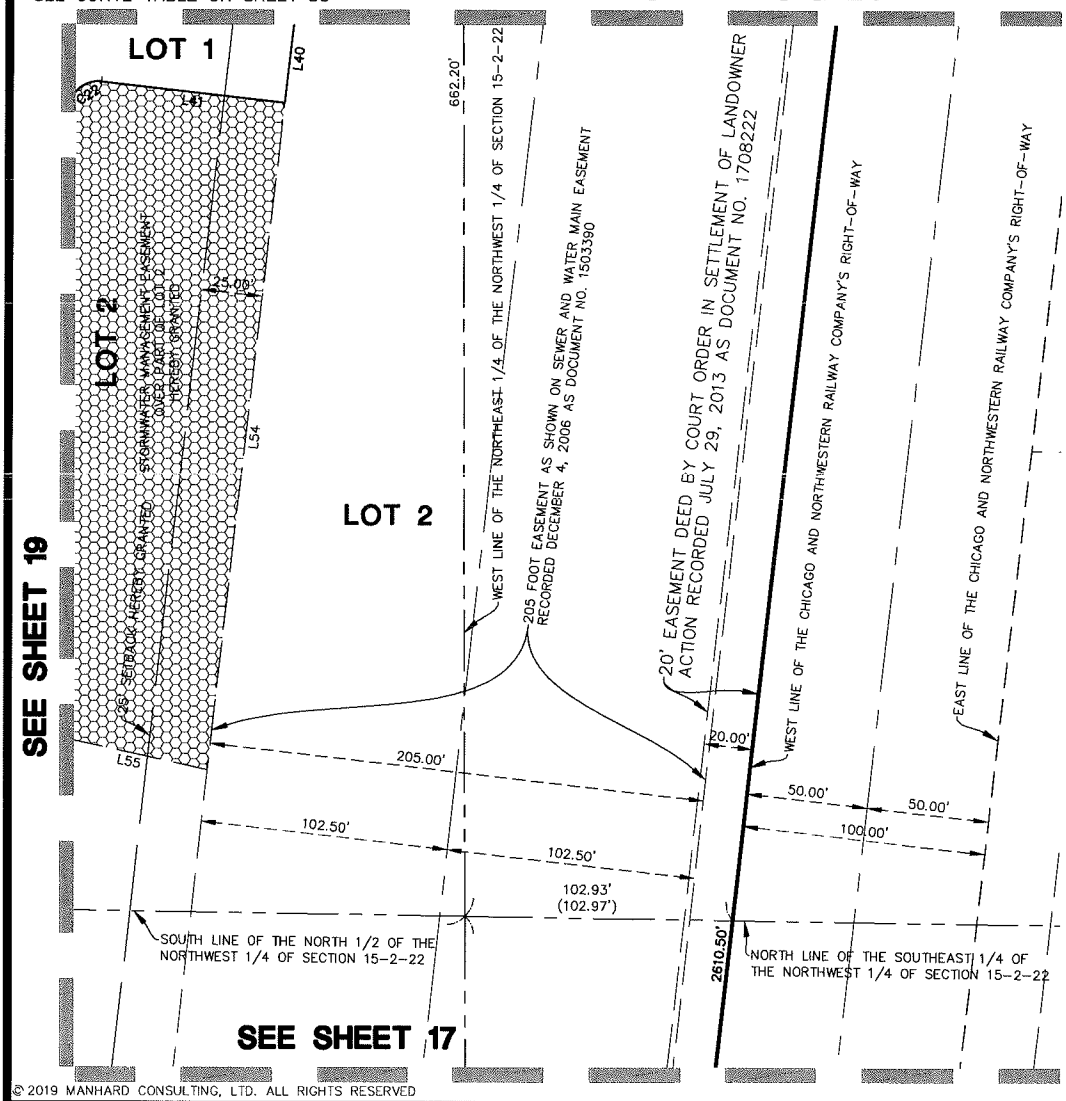
SEE SHEET 23 & 24

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SHEET 18 OF 32
ALN.SMWI01

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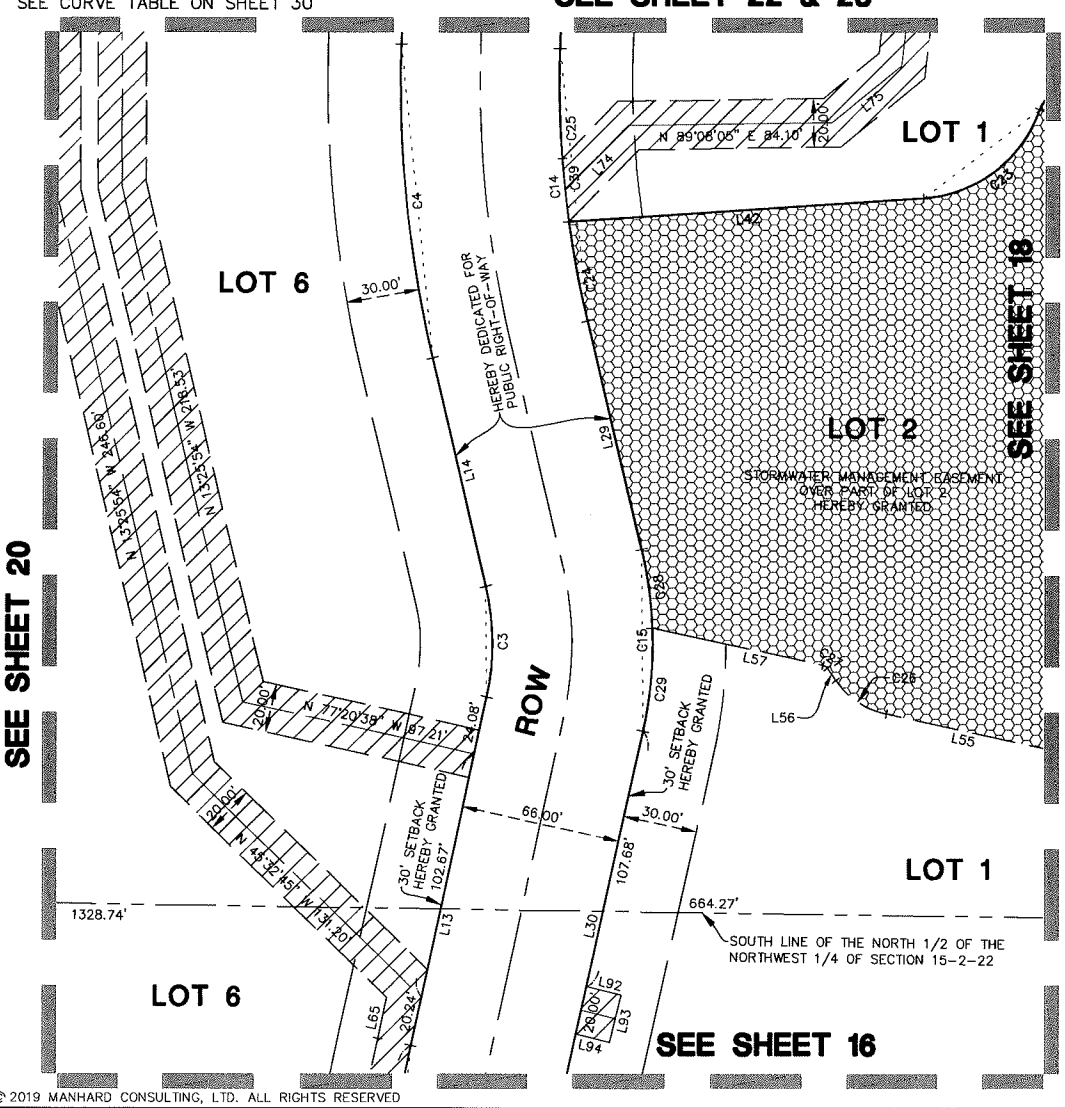


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DRAWN BY: LSM
DATE: 03/24/23
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SHEET 19 OF 32
ALN.SMWI01

Dwg Name: P:\Alnsmwi01\dwg\Surv\Final Drawings\Certified Survey Map\CSM_1\06-30-ALNSMWI-CSM_1.dwg Updated By: LMoryl 14:41

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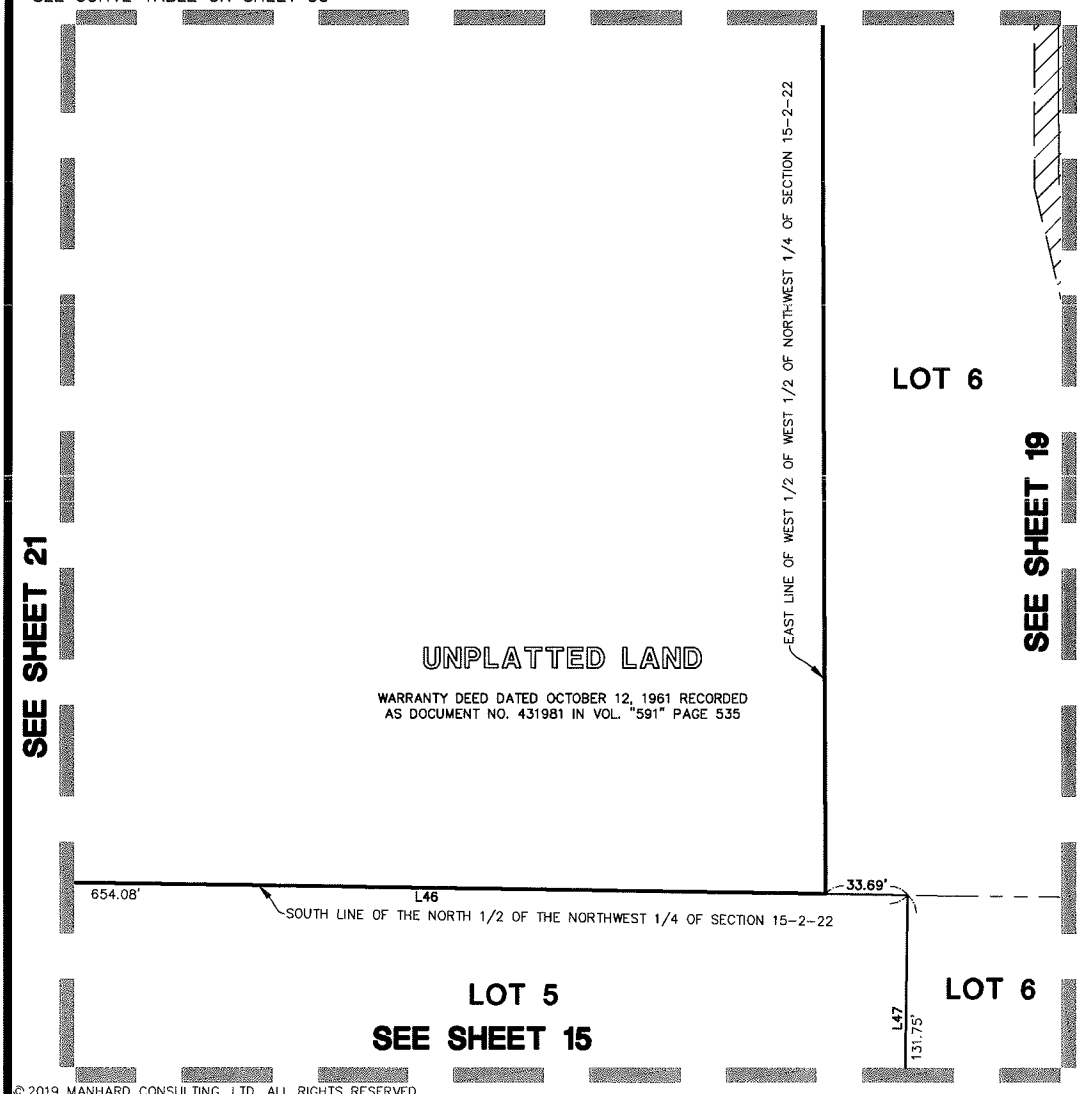


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SHEET 20 OF 32
ALN.SMWI01

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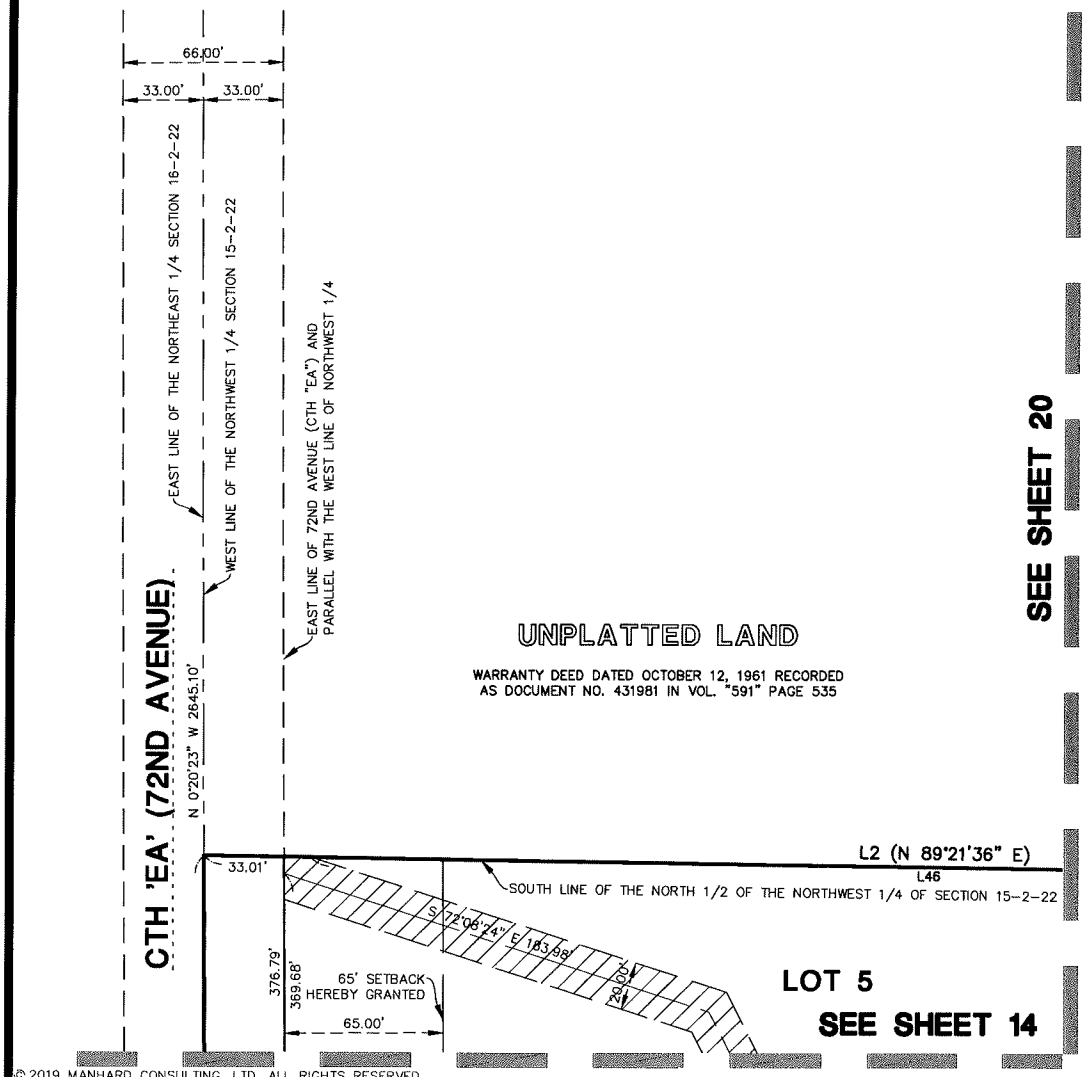


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CERTIFIED SURVEY MAP

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DRAWN BY: LSM
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SCALE: 1"=60'

SHEET 21 OF 32
ALN.SMWI01

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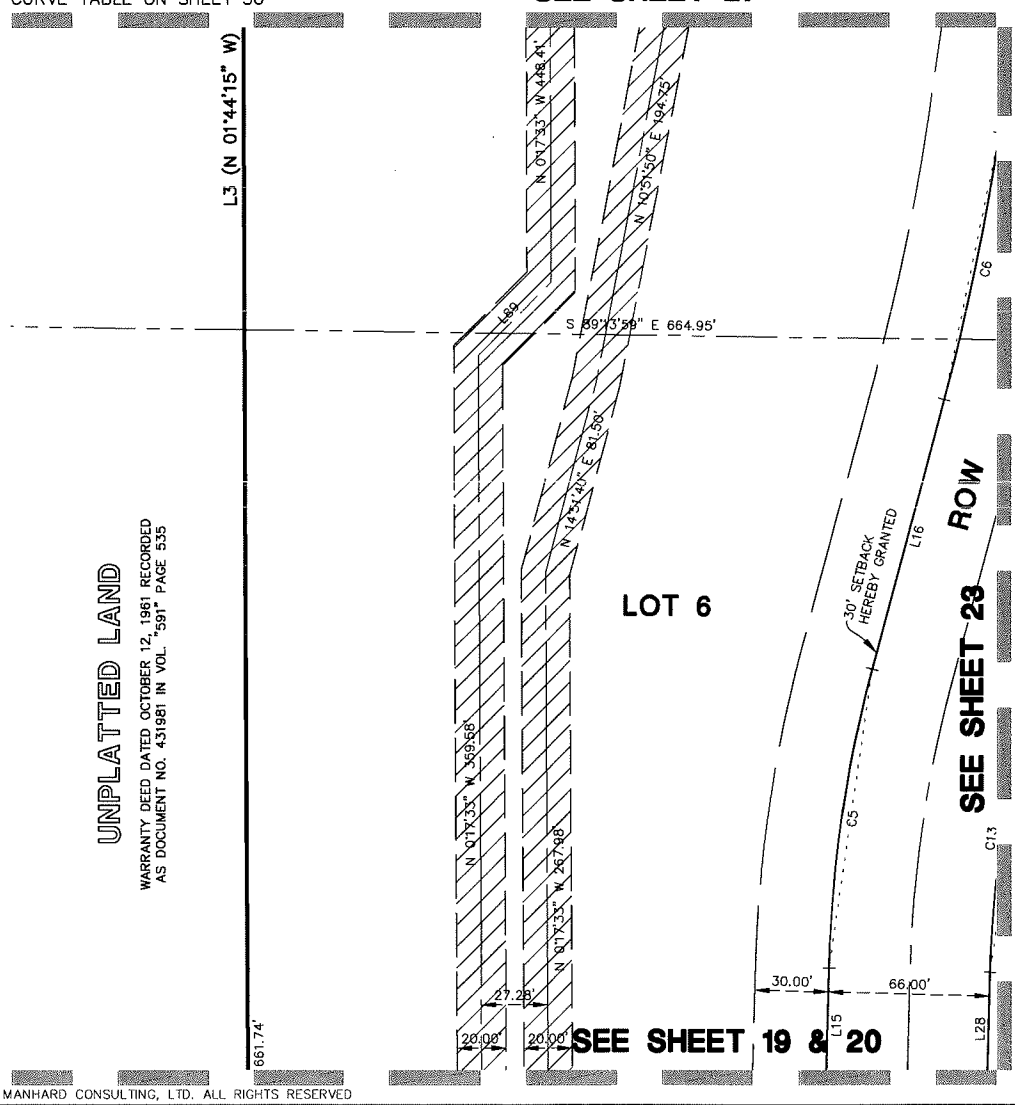


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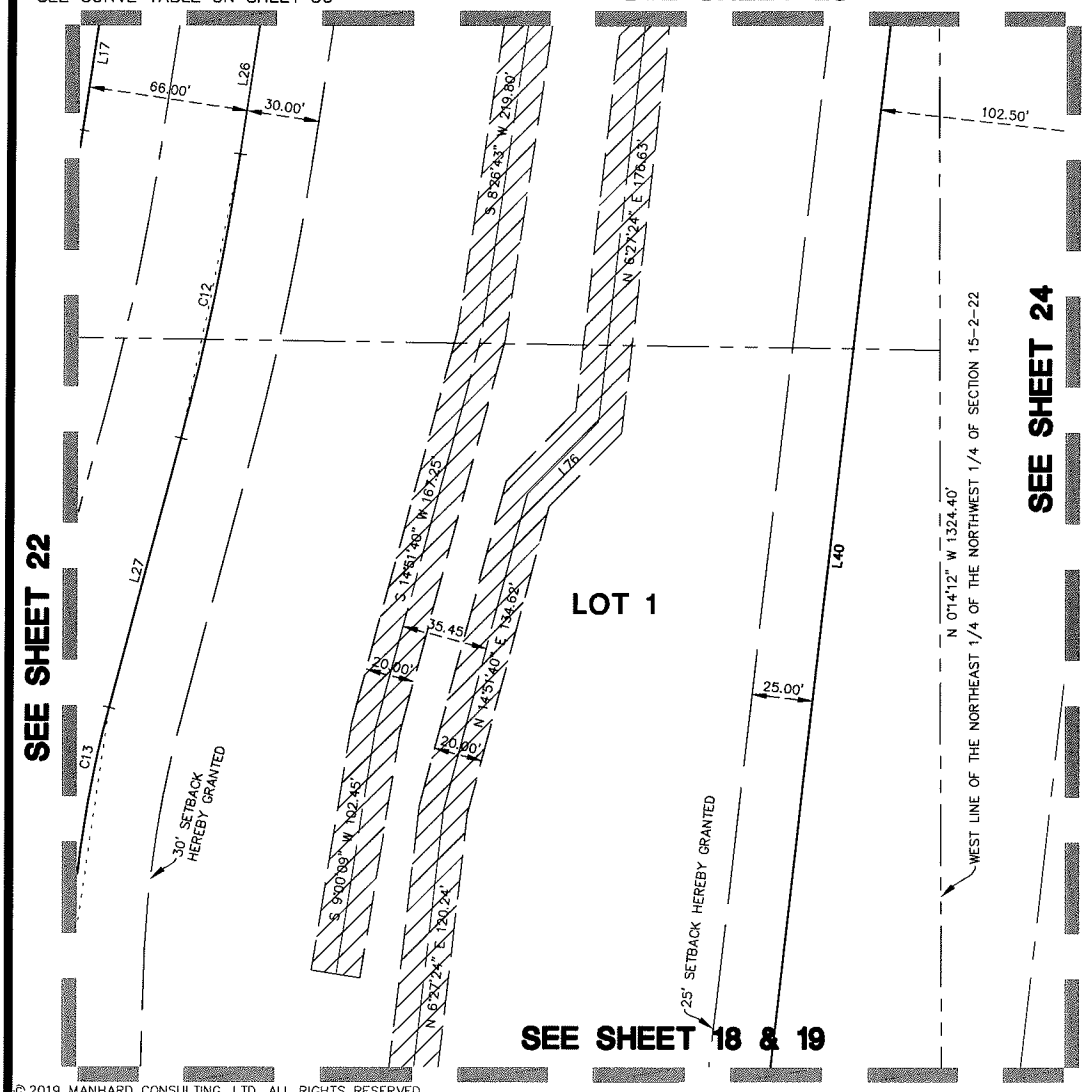


SEE SHEET 22

SEE SHEET 24

SEE SHEET 18 & 19

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SHEET 23 OF 32
ALN.SMWI01

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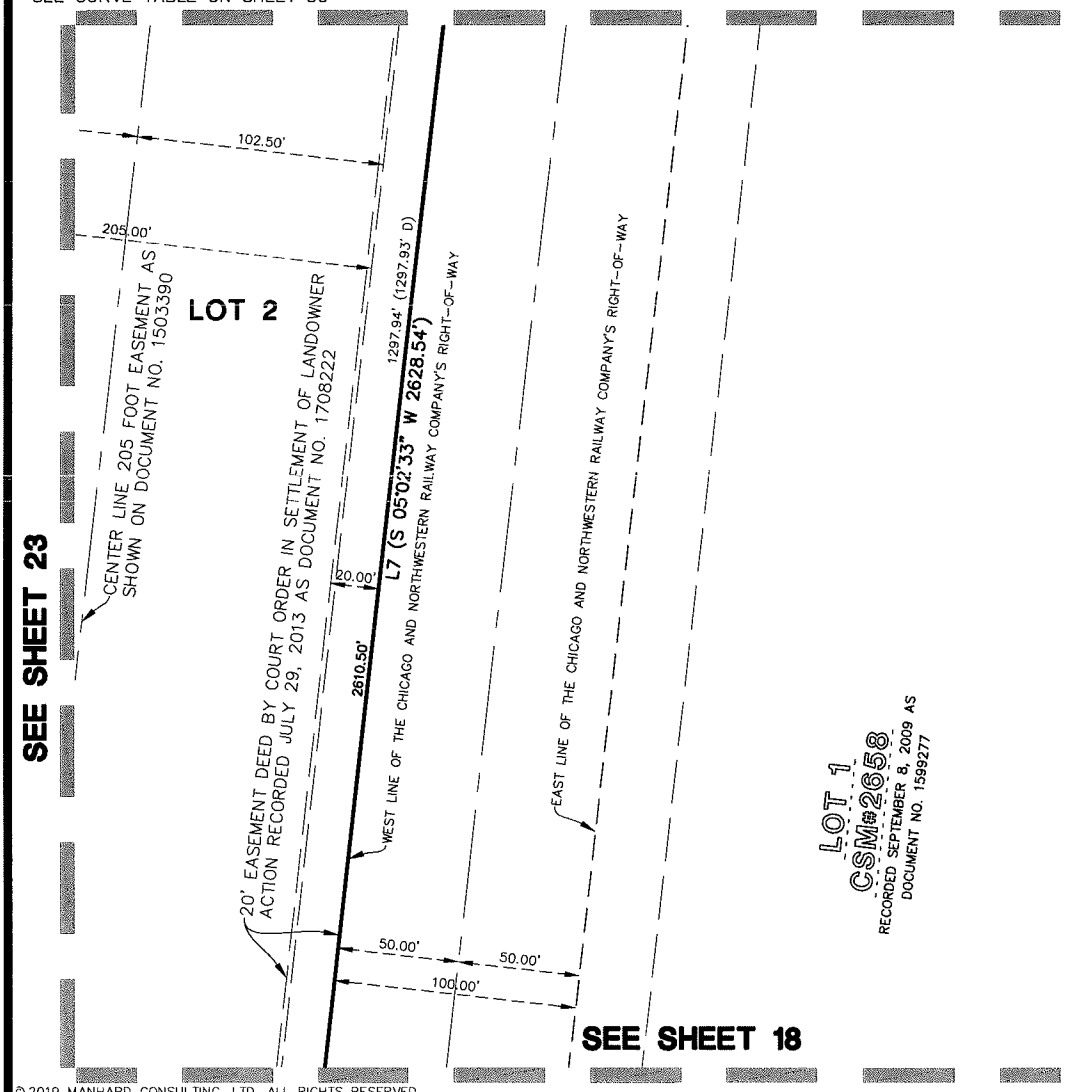


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SOMERVILLE APARTMENTS
VILLAGE OF SOMERS, WISCONSIN
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| | |
|---|---|
| PROJ. MGR.: JDB | SHEET 24 OF 32 |
| DRAWN BY: LSM | |
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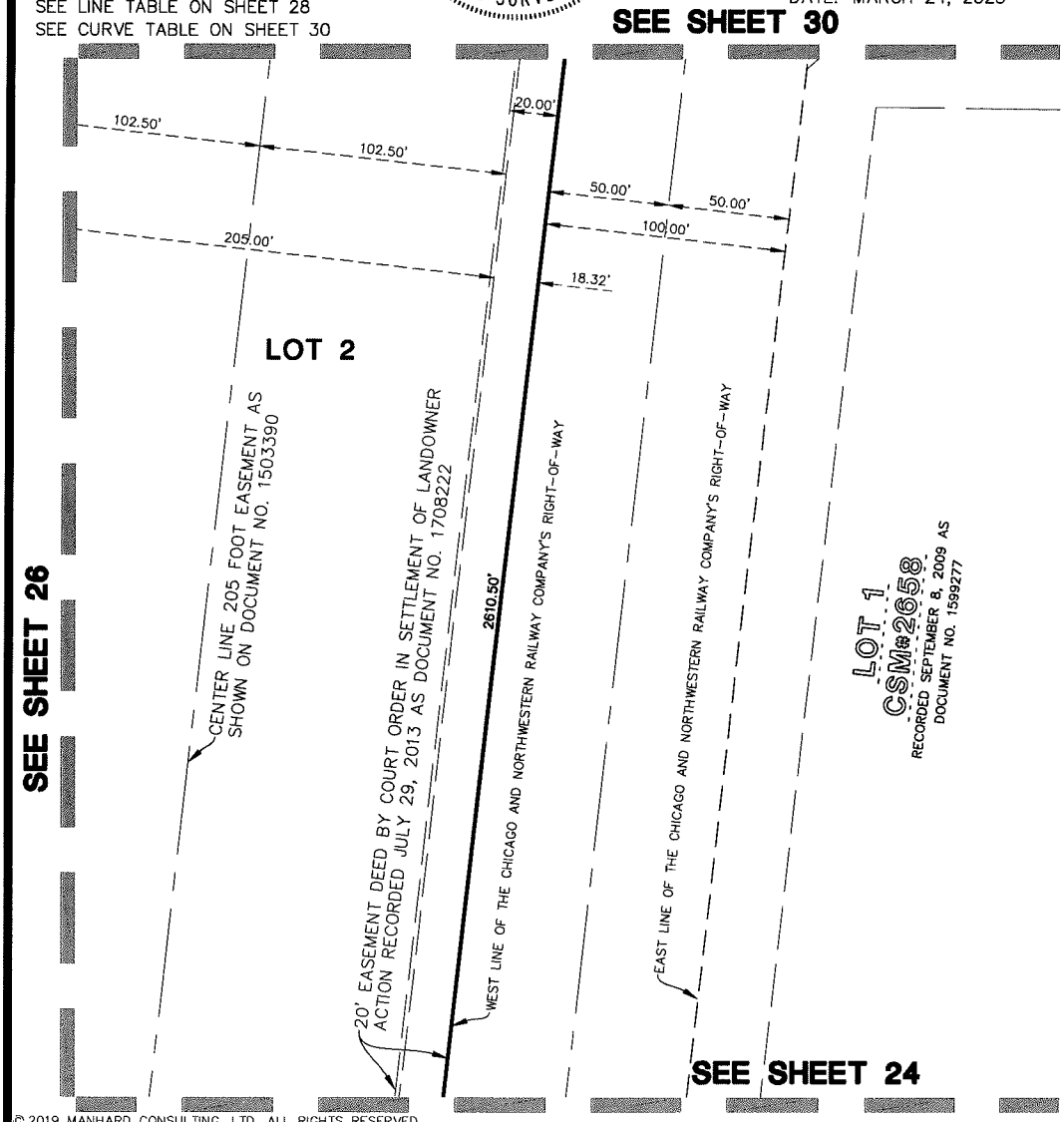


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VILLAGE OF SOMERS, WISCONSIN
CERTIFIED SURVEY MAP

PROJ. MGR.: JDB
DRAWN BY: LSM
DATE: 03/24/23
SCALE: 1"=60'

SHEET 25 OF 32
ALN.SMWI01

14:41 Dwg Name: P:\Alnsmwi01\dwg\Surv\Final Drawings\Certified Survey Map\CSM_1\06-30-ALNSMWI-CSM_1.dwg Updated By: LMoryl

# CERTIFIED SURVEY MAP NO. _____

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15 TOWNSHIP 2 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF SOMERS, COUNTY OF KENOSHA AND STATE OF WISCONSIN.

**BASIS OF BEARINGS**

BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM (KENOSHA COUNTY) NAD 83 (2011) IN WHICH THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 2 NORTH, RANGE 22 EAST, IS ASSUMED TO BEAR N 00°20'23" W

GRAPHIC SCALE

60 0 30 60 120

( IN FEET )
1 inch = 60 ft.

**LEGEND:**

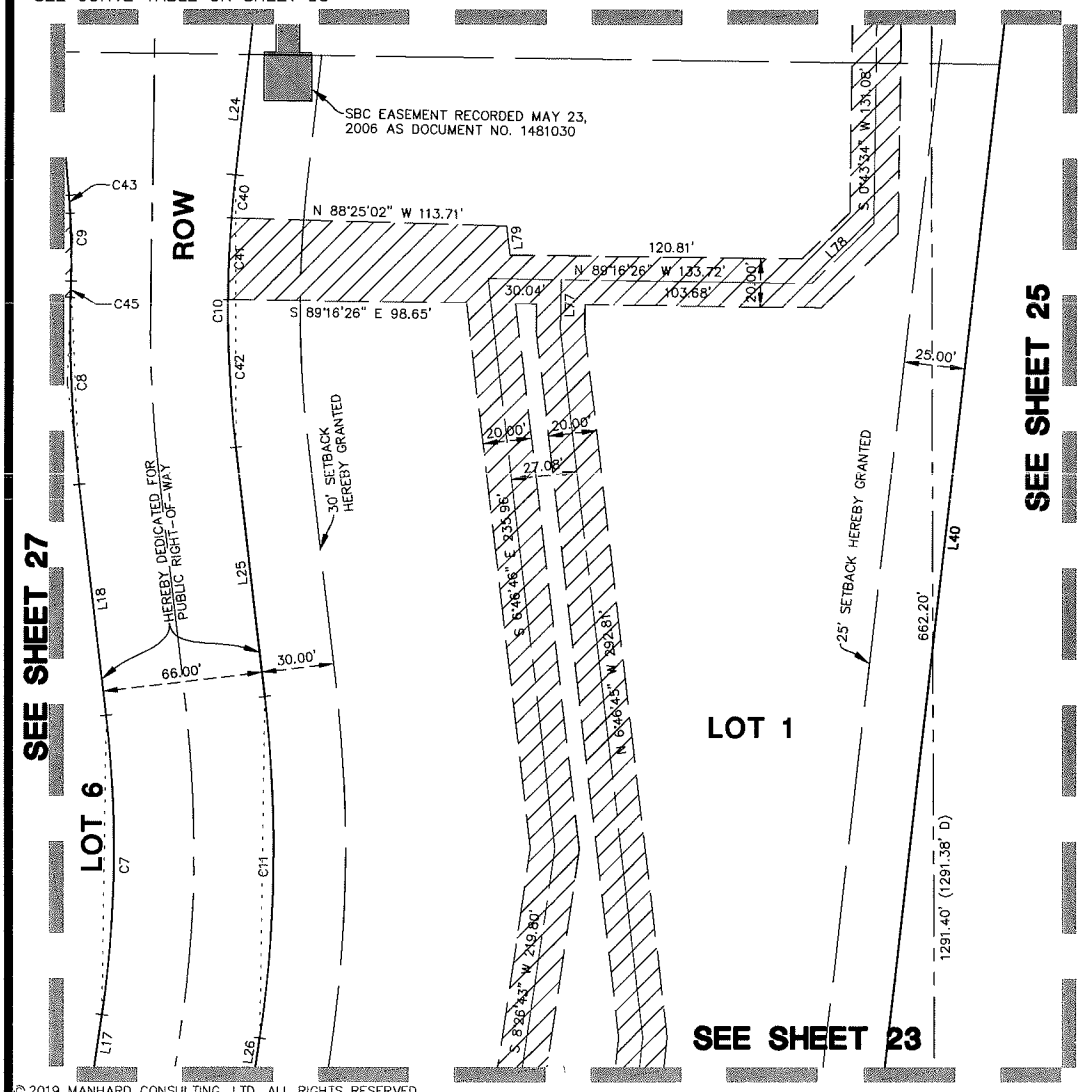
- = EX./PROP. PROPERTY LINE
- = EX. SECTION LINE
- = EX. RIGHT OF WAY LINE
- = EX. LOT LINE LINE
- = EX. EASEMENT LINE
- = PROPOSED LOT LINE
- = PROP. EASEMENT LINE
- = EX./PROP. CENTERLINE
- = UTILITY EASEMENT HEREBY GRANTED

WISCONSIN
JAMES D. BAKER
S-2704
LINCOLNSHIRE, ILLINOIS
LAND SURVEYOR

PREPARED BY: _____
JAMES D. BAKER,
P.L.S. NO. 2704 EXPIRES: 01/31/24
DATE: MARCH 24, 2023

SEE LINE TABLE ON SHEET 28
SEE CURVE TABLE ON SHEET 30

SEE SHEET 29

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SOMERVILLE APARTMENTS
VILLAGE OF SOMERS, WISCONSIN
CERTIFIED SURVEY MAP

PROJ. MGR.: JDB
DRAWN BY: LSM
DATE: 03/24/23
SCALE: 1"=60'

SHEET 26 OF 32
ALN.SMWI01

Dwg Name: P:\Alnsmwi01\dwg\Surv\Final Drawings\Certified Survey Map\CSM_1\06-30-ALNSMWI-CSM_1.dwg Updated By: LMoryl 14:41

# CERTIFIED SURVEY MAP NO. _____

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15 TOWNSHIP 2 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF SOMERS, COUNTY OF KENOSHA AND STATE OF WISCONSIN.

**BASIS OF BEARINGS**

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GRAPHIC SCALE

60 0 30 60 120

( IN FEET )
1 inch = 60 ft.

**LEGEND:**

- = EX./PROP. PROPERTY LINE
- = EX. SECTION LINE
- = EX. RIGHT OF WAY LINE
- = EX. LOT LINE LINE
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WISCONSIN
JAMES D. BAKER
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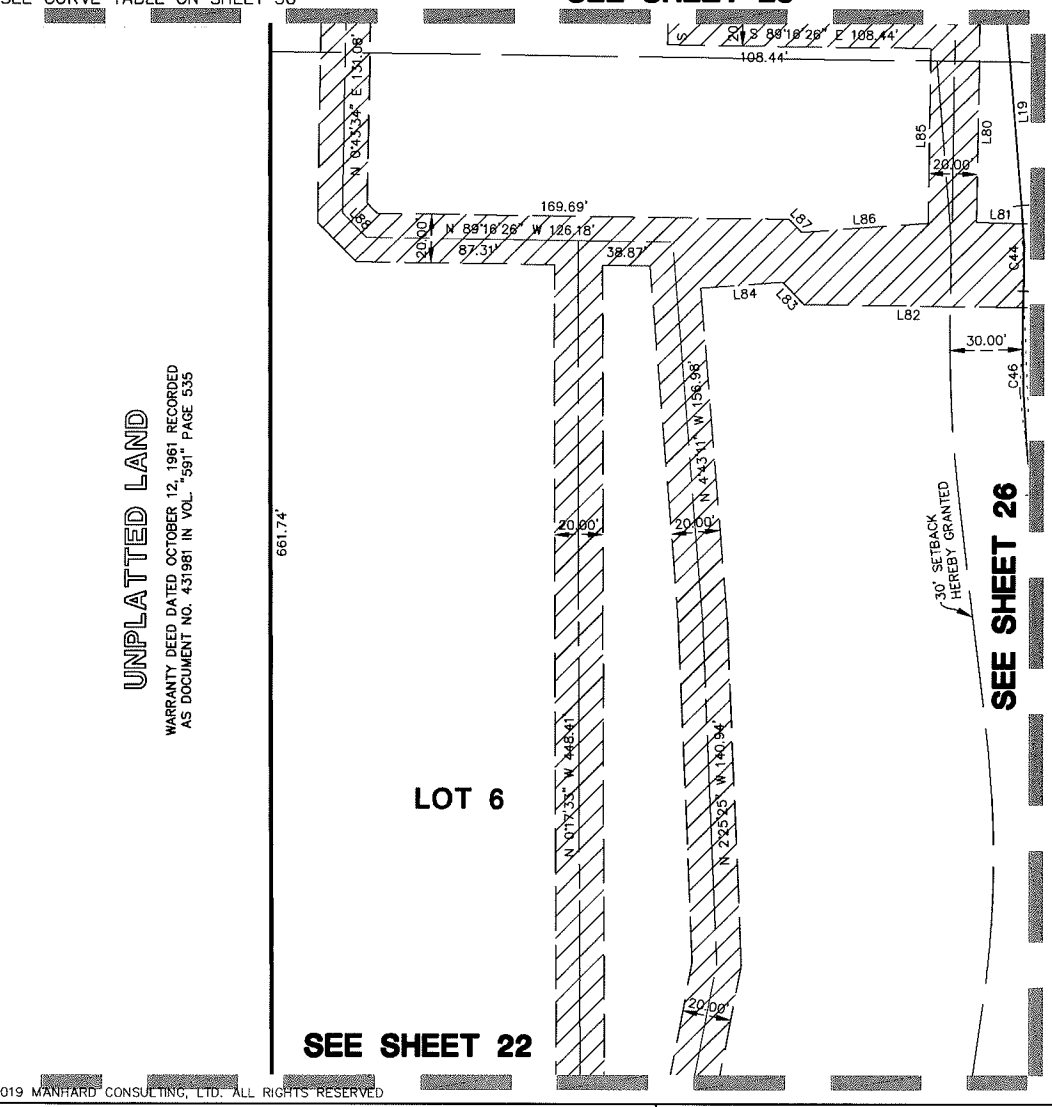
PREPARED BY: _____
JAMES D. BAKER,
P.L.S. NO. 2704 EXPIRES: 01/31/24
DATE: MARCH 24, 2023

SEE LINE TABLE ON SHEET 28
SEE CURVE TABLE ON SHEET 30

SEE SHEET 28

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SOMERVILLE APARTMENTS
VILLAGE OF SOMERS, WISCONSIN
CERTIFIED SURVEY MAP

PROJ. MGR.: JDB
DRAWN BY: LSM
DATE: 03/24/23
SCALE: 1"=60'

SHEET 27 OF 32
ALN.SMWI01

Dwg Name: P:\Alnsm:wi01\dwg\Surv\Final Drawings\Certified Survey Map\CSM_1\06-30-ALNSMWI-CSM_1.dwg Updated By: LMoryl
14:41

# CERTIFIED SURVEY MAP NO. _____

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15 TOWNSHIP 2 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF SOMERS, COUNTY OF KENOSHA AND STATE OF WISCONSIN.

## BASIS OF BEARINGS

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GRAPHIC SCALE

60 0 30 60 120

( IN FEET )
1 inch = 60 ft.

N

## LEGEND:

= EX./PROP. PROPERTY LINE
= EX. SECTION LINE
= EX. RIGHT OF WAY LINE
= EX. LOT LINE LINE
= EX. EASEMENT LINE
= PROPOSED LOT LINE
= PROP. EASEMENT LINE
= EX./PROP. CENTERLINE

= UTILITY EASEMENT HEREBY GRANTED

WISCONSIN
JAMES D. BAKER
S-2704
LINCOLNSHIRE, ILLINOIS
LAND SURVEYOR

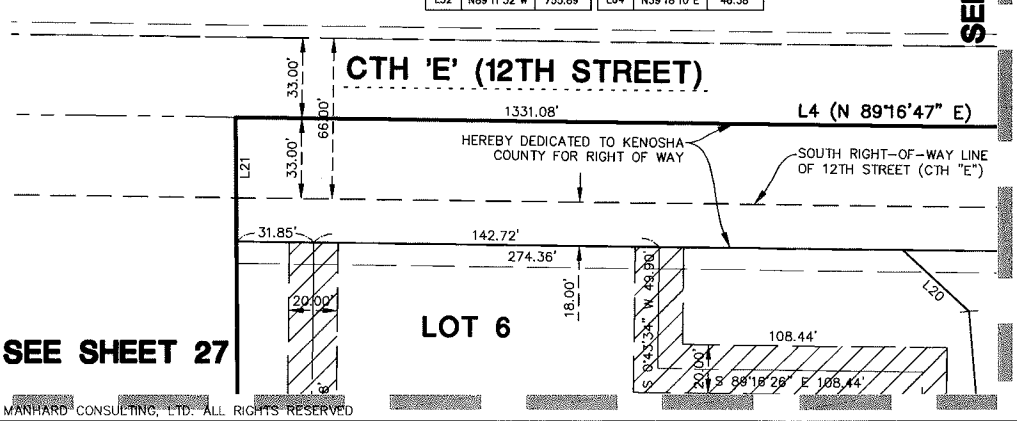
PREPARED BY: _____
JAMES D. BAKER,
P.L.S. NO. 2704 EXPIRES: 01/31/24
DATE: MARCH 24, 2023

SEE LINE TABLE ON SHEET 28
SEE CURVE TABLE ON SHEET 30

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | LENGTH |
| L1 | N00°20'23"W | 1322.55' |
| L2 | S89°11'32"E | 664.47' |
| L3 | N00°17'33"W | 1323.48' |
| L4 | S89°16'26"E | 665.54' |
| L5 | S00°14'12"E | 33.00' |
| L6 | S89°16'26"E | 262.37' |
| L7 | S06°29'27"W | 2628.59' |
| L8 | N89°06'36"W | 1280.78' |
| L9 | S89°39'37"W | 17.00' |
| L10 | S44°45'57"E | 35.71' |
| L11 | S89°11'32"E | 757.22' |
| L12 | N00°20'23"W | 677.49' |
| L13 | N12°20'24"E | 146.98' |
| L14 | N13°25'54"W | 96.71' |
| L15 | N01°34'06"E | 46.86' |
| L16 | N14°51'40"E | 114.68' |
| L17 | N08°26'43"E | 65.49' |
| L18 | N05°46'46"W | 95.54' |
| L19 | N04°53'04"W | 99.65' |
| L20 | N47°04'45"W | 37.04' |
| L21 | N00°17'23"W | 51.01' |
| L22 | S06°29'27"W | 18.09' |
| L23 | S48°31'53"W | 37.04' |
| L24 | S06°20'12"W | 90.29' |
| L25 | S06°46'46"E | 103.15' |
| L26 | S08°26'43"W | 65.49' |
| L27 | S14°51'40"W | 114.68' |
| L28 | S01°34'06"W | 46.86' |
| L29 | S13°25'54"E | 96.71' |
| L30 | S12°20'24"W | 146.98' |
| L31 | S00°20'23"E | 677.49' |
| L32 | N89°11'32"W | 755.89' |

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | LENGTH |
| L33 | S45°14'03"W | 35.00' |
| L34 | N00°20'23"W | 243.62' |
| L35 | S77°39'36"E | 241.96' |
| L36 | S06°27'24"W | 805.98' |
| L37 | N83°32'36"W | 45.67' |
| L38 | N06°27'24"E | 14.47' |
| L39 | S89°39'37"W | 108.58' |
| L40 | S06°27'24"W | 944.48' |
| L41 | N83°32'36"W | 75.85' |
| L42 | S86°10'07"W | 146.50' |
| L43 | S89°16'26"E | 284.76' |
| L44 | S89°16'26"E | 224.53' |
| L45 | N00°20'23"W | 449.82' |
| L46 | S89°11'32"E | 665.15' |
| L47 | S00°48'28"W | 146.25' |
| L48 | N89°11'32"W | 86.05' |
| L49 | S00°20'23"E | 104.27' |
| L50 | N89°11'32"W | 281.95' |
| L51 | S00°20'23"E | 301.57' |
| L52 | N86°26'45"W | 277.81' |
| L53 | N00°20'23"W | 162.35' |
| L54 | S06°27'24"W | 276.24' |
| L55 | N77°39'36"W | 122.31' |
| L56 | N35°39'59"W | 6.19' |
| L57 | N77°39'36"W | 71.86' |
| L58 | S34°47'39"W | 7.82' |
| L59 | S00°20'23"E | 24.09' |
| L60 | S44°45'58"E | 7.14' |
| L61 | N45°48'28"E | 7.07' |
| L62 | N45°14'03"E | 36.68' |
| L63 | S26°40'34"E | 61.65' |
| L64 | N39°18'10"E | 46.38' |

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | LENGTH |
| L65 | N12°20'24"E | 17.22' |
| L66 | N45°48'28"E | 32.45' |
| L67 | N45°20'23"W | 21.14' |
| L68 | N89°11'32"W | 79.35' |
| L69 | N44°39'37"E | 52.69' |
| L70 | N35°36'06"W | 19.33' |
| L71 | N12°20'24"E | 10.00' |
| L72 | N77°39'36"W | 19.63' |
| L73 | S51°58'38"E | 26.74' |
| L74 | N43°44'43"E | 37.18' |
| L75 | N50°52'47"E | 36.98' |
| L76 | N44°51'40"E | 41.89' |
| L77 | N00°43'34"E | 20.65' |
| L78 | S45°43'34"W | 35.36' |
| L79 | N06°46'46"W | 11.97' |
| L80 | S00°43'34"W | 91.33' |
| L81 | S88°25'02"E | 19.18' |
| L82 | S89°16'26"E | 90.44' |
| L83 | S44°16'26"E | 12.72' |
| L84 | N85°49'31"E | 33.65' |
| L85 | S00°43'34"W | 72.00' |
| L86 | S85°49'31"W | 52.24' |
| L87 | N44°16'26"W | 7.47' |
| L88 | N44°16'26"W | 14.14' |
| L89 | N44°42'26"E | 42.49' |
| L90 | N21°09'46"W | 47.99' |
| L91 | S88°50'14"W | 38.67' |
| L92 | S76°27'00"E | 14.71' |
| L93 | S13°33'00"W | 20.00' |
| L94 | N76°27'00"W | 14.29' |

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PROJ. MGR.: JDB
DRAWN BY: LSM
DATE: 03/24/23
SCALE: 1"=60'

SHEET 28 OF 32
ALN.SMWI01

14:41 Dwg Name: P:\Alnsmwi01\dwg\Surv\Final Drawings\Certified Survey Map\CSM_1\06-30-ALNSMWI-CSM_1.dwg Updated By: LMoryl

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**BASIS OF BEARINGS**

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GRAPHIC SCALE

60 0 30 60 120

( IN FEET )
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N

**LEGEND:**

- = EX./PROP. PROPERTY LINE
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JAMES D. BAKER
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LINCOLNSHIRE, ILLINOIS
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DATE: MARCH 24, 2023

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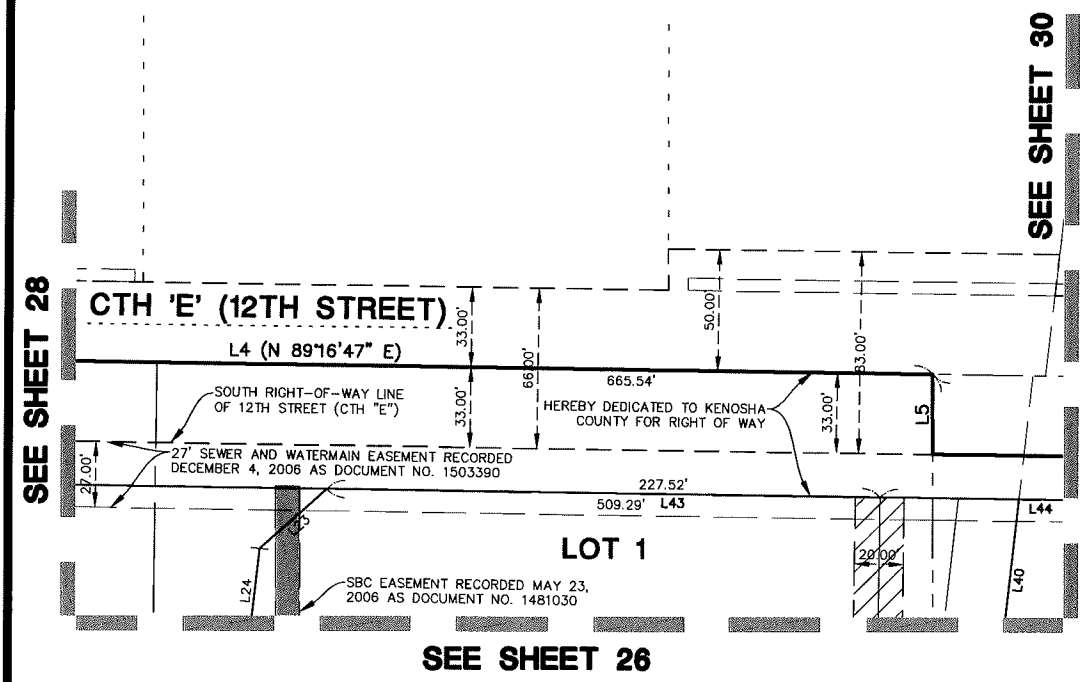


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SHEET 29 OF 32
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Dwg Name: P:\Alnsmwi01\dwg\Surv\Final Drawings\Certified Survey Map\CSM_1\06-30-ALNSMWI-CSM_1.dwg Updated By: LMoryl 14:41

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( IN FEET )
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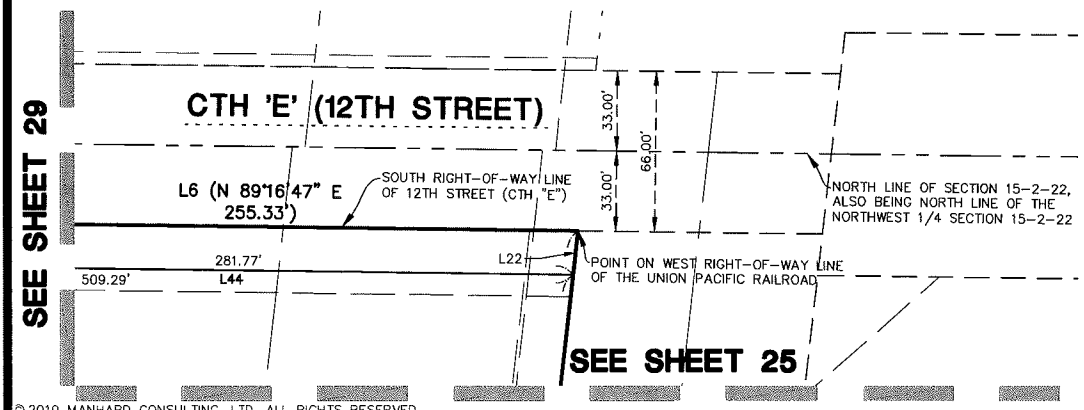
JAMES D. BAKER,
P.L.S. NO. 2704 EXPIRES: 01/31/24
DATE: MARCH 24, 2023

SEE LINE TABLE ON SHEET 28
SEE CURVE TABLE ON SHEET 30

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| CURVE | RADIUS | LENGTH | CHORD BEARING | CHORD | CENTRAL ANGLE |
| C1 | 47.00' | 74.77' | N45°14'03"E | 67.13' | 091°08'52" |
| C2 | 1053.00' | 233.03' | N06°00'00"E | 232.56' | 012°40'47" |
| C3 | 102.00' | 45.88' | N00°32'45"W | 45.49' | 025°46'18" |
| C4 | 498.00' | 130.38' | N05°55'54"W | 130.00' | 015°00'00" |
| C5 | 536.00' | 124.35' | N08°12'53"E | 124.08' | 013°17'34" |
| C6 | 1002.00' | 112.21' | N11°39'11"E | 112.15' | 006°24'58" |
| C7 | 464.00' | 123.29' | N00°49'58"E | 122.93' | 015°13'28" |
| C8 | 557.00' | 83.96' | N02°27'40"W | 83.88' | 008°38'11" |
| C9 | 300.00' | 35.30' | N01°30'49"W | 35.28' | 006°44'29" |
| C10 | 491.00' | 112.40' | S00°13'17"E | 112.15' | 013°06'58" |
| C11 | 530.00' | 140.83' | S00°49'58"W | 140.42' | 015°13'28" |
| C12 | 1068.00' | 119.60' | S11°39'11"W | 119.53' | 006°24'58" |
| C13 | 470.00' | 109.04' | S08°12'53"W | 108.80' | 013°17'34" |
| C14 | 432.00' | 113.10' | S05°55'54"E | 112.77' | 015°00'00" |
| C15 | 168.00' | 75.57' | S00°32'45"E | 74.93' | 025°46'18" |
| C16 | 987.00' | 218.43' | S06°00'00"W | 217.98' | 012°40'47" |
| C17 | 113.00' | 179.76' | S45°14'03"W | 161.40' | 091°08'52" |
| C18 | 113.00' | 25.01' | N06°00'07"E | 24.96' | 012°41'00" |
| C19 | 113.00' | 154.75' | N51°34'33"E | 142.94' | 078°27'51" |
| C20 | 987.00' | 131.74' | N03°29'02"E | 131.64' | 007°38'51" |
| C21 | 987.00' | 86.69' | N09°49'26"E | 86.66' | 005°01'56" |
| C22 | 12.00' | 16.25' | S57°40'10"W | 15.03' | 077°34'28" |
| C23 | 54.00' | 63.42' | S52°31'32"W | 59.83' | 067°17'11" |

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| CURVE | RADIUS | LENGTH | CHORD BEARING | CHORD | CENTRAL ANGLE |
| C24 | 432.00' | 41.57' | N10°40'29"W | 41.56' | 005°30'50" |
| C25 | 432.00' | 71.52' | S03°10'29"E | 71.44' | 009°29'10" |
| C26 | 35.00' | 25.65' | N56°39'48"W | 25.08' | 041°59'37" |
| C27 | 3.00' | 2.20' | N56°39'48"W | 2.15' | 041°59'37" |
| C28 | 168.00' | 32.75' | N07°50'51"W | 32.69' | 011°10'05" |
| C29 | 168.00' | 42.82' | N05°02'18"E | 42.70' | 014°36'13" |
| C30 | 47.00' | 45.07' | N63°20'21"E | 43.36' | 054°56'15" |
| C31 | 47.00' | 43.54' | N26°11'53"E | 42.00' | 053°04'32" |
| C32 | 113.00' | 25.01' | S06°00'07"W | 24.96' | 012°41'00" |
| C33 | 113.00' | 20.53' | N12°23'49"E | 20.50' | 010°24'40" |
| C34 | 987.00' | 134.34' | N03°33'34"E | 134.23' | 007°47'54" |
| C35 | 987.00' | 46.15' | N08°07'17"E | 46.14' | 002°40'44" |
| C36 | 987.00' | 49.60' | N10°54'01"E | 49.59' | 002°52'45" |
| C37 | 1053.00' | 83.38' | N10°04'17"E | 83.36' | 004°32'13" |
| C38 | 1067.00' | 52.54' | N10°55'45"E | 52.54' | 002°49'17" |
| C39 | 432.00' | 26.14' | N06°11'03"W | 26.14' | 003°28'01" |
| C40 | 491.00' | 17.83' | S05°17'47"W | 17.83' | 002°04'50" |
| C41 | 491.00' | 33.59' | S02°17'47"W | 33.58' | 003°55'10" |
| C42 | 491.00' | 60.98' | S03°13'17"E | 60.94' | 007°06'58" |
| C43 | 300.00' | 7.50' | S04°10'07"E | 7.49' | 001°25'53" |
| C44 | 300.00' | 27.80' | S00°47'53"E | 27.79' | 005°18'36" |
| C45 | 557.00' | 6.78' | S01°30'29"W | 6.78' | 000°41'52" |
| C46 | 557.00' | 77.18' | N02°48'36"W | 77.11' | 007°56'19" |

| CURVE TABLE | | | | | | | |
|---|---|---|---|---|---|---|---|
| CURVE | RADIUS | LENGTH | CHORD BEARING | CHORD | CENTRAL ANGLE | TANGENT BEARING START | TANGENT BEARING END |
| C8 | 557.00' | 83.96' | N02°27'40"W | 83.88' | 008°38'11" | N6°46'46"W | N1°51'25"E |
| C9 | 300.00' | 35.30' | N01°30'49"W | 35.28' | 006°44'29" | N1°51'25"E | N4°53'04"W |

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SOMERVILLE APARTMENTS
VILLAGE OF SOMERS, WISCONSIN
CERTIFIED SURVEY MAP

PROJ. MGR.: JDB
DRAWN BY: LSM
DATE: 03/24/23
SCALE: 1"=60'

SHEET 30 OF 32
ALN.SMWI01

Dwg Name: P:\Alnsmwi01\dwg\Surv\Final Drawings\Certified Survey Map\CSM_1\06-30-ALNSMWI-CSM_1.dwg Updated By: LMory
14:41

# CERTIFIED SURVEY MAP NO. _____

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15 TOWNSHIP 2 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF SOMERS, COUNTY OF KENOSHA AND STATE OF WISCONSIN.

## OWNER'S CERTIFICATE

AS OWNER(S), I (WE) HEREBY CERTIFY THAT I (WE) CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED AND MAPPED AS REPRESENTED ON THE PLAT. I (WE) ALSO CERTIFY THAT THIS PLAT IS REQUIRED BY S.236.10 OR S.236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION: VILLAGE OF SOMERS. WITNESS THE HAND AND SEAL OF SAID OWNER(S)

THIS _____ DAY OF _____, 2023.

ON THIS _____ DAY OF _____, 2023.

BY: _____

TITLE: _____ PREPARED BY: _____

JAMES D. BAKER,
P.L.S. NO. 2704 EXPIRES: 01/31/24
DATE: MARCH 24, 2023

WISCONSIN
JAMES D. BAKER
S-2704
LINCOLNSHIRE, ILLINOIS
LAND SURVEYOR

## NOTARY'S CERTIFICATE

STATE OF _____ )
) S.S.
COUNTY OF _____ )

I, _____, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE

AFORESAID, DO HEREBY CERTIFY THAT _____ AND

_____ OF SAID CORPORATION, PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THIS INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND THE FREE AND VOLUNTARY ACT OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTORIAL SEAL, THIS _____ DAY OF _____, 2023.

_____
NOTARY PUBLIC

## VILLAGE OF SOMERS BOARD APPROVAL

THIS CERTIFIED SURVEY MAP IS HEREBY APPROVED BY THE VILLAGE BOARD OF THE VILLAGE OF SOMERS AND DEDICATION ACCEPTED ON THIS _____ DAY OF _____, 2023.

_____ _____ _____
GEORGE STONER, VILLAGE PRESIDENT MARY COLE, VILLAGE CLERK

## VILLAGE OF SOMERS PLAN COMMISSION APPROVAL

THIS CERTIFIED SURVEY MAP IS HEREBY APPROVED BY THE VILLAGE PLAN COMMISSION OF THE VILLAGE OF SOMERS AND ADOPTED ON THIS _____ DAY OF _____, 2023.

_____ _____ _____
GEORGE STONER, VILLAGE PRESIDENT MARY COLE, VILLAGE CLERK

## VILLAGE TREASURER CERTIFICATE

STATE OF WISCONSIN )
KENOSHA COUNTY )SS

I, _____, BEING THE DULY ELECTED (APPOINTED), QUALIFIED AND ACTING TREASURER OF THE VILLAGE OF SOMERS, DO HEREBY CERTIFY THAT THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS AS OF _____, 2023 AFFECTING THE LANDS INCLUDED IN THIS PLAT.

_____ _____
(DATE) TREASURER

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SOMERVILLE APARTMENTS
VILLAGE OF SOMERS, WISCONSIN
CERTIFIED SURVEY MAP

PROJ. MGR.: JDB
DRAWN BY: LSM
DATE: 03/24/23
SCALE: N.T.S.

SHEET 31 OF 32
ALN.SMWI01

Dwg Name: P:\Alnsmwi01\dwg\Surv\Final Drawings\Certified Survey Map\CSM_1\31-32-ALNSMWI-CSM_1.dwg Updated By: LMory1
14:41

# CERTIFIED SURVEY MAP NO. _____

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15 TOWNSHIP 2 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF SOMERS, COUNTY OF KENOSHA AND STATE OF WISCONSIN.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS )
) S.S.
COUNTY OF LAKE)

I, JAMES D. BAKER, A WISCONSIN PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY:

THAT I HAVE SURVEYED AND CONSOLIDATED A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15 TOWNSHIP 2 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF SOMERS, COUNTY OF KENOSHA AND STATE OF WISCONSIN, DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, OF SECTION 15 TOWNSHIP 2 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF SOMERS, COUNTY OF KENOSHA AND STATE OF WISCONSIN., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 15; THENCE NORTH 00 DEGREES 20 MINUTES 23 SECONDS WEST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 15, A DISTANCE OF 1322.55 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 15; THENCE SOUTH 89 DEGREES 11 MINUTES 32 SECONDS EAST, ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 664.47 FEET TO A POINT ON THE EAST LINE OF WEST 1/2 OF WEST 1/2 OF NORTHWEST 1/4 OF SAID SECTION 15; THENCE NORTH 00 DEGREES 17 MINUTES 33 SECONDS WEST, ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 1323.48 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 15; THENCE SOUTH 89 DEGREES 16 MINUTES 26 SECONDS EAST, ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 665.54 FEET; THENCE SOUTH 00 DEGREES 14 MINUTES 12 SECONDS EAST, A DISTANCE OF 33.00 FEET TO A POINT ON A LINE 33.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 15; THENCE SOUTH 89 DEGREES 16 MINUTES 26 SECONDS EAST, ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 262.37 FEET TO A POINT ON THE WEST LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY'S RIGHT-OF-WAY; THENCE SOUTH 06 DEGREES 29 MINUTES 27 SECONDS WEST, ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 2628.59 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE NORTH 89 DEGREES 06 MINUTES 36 SECONDS WEST, ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 1280.78 FEET TO THE POINT OF BEGINNING.

THAT I HAVE MADE THIS SURVEY, LAND DIVISION AND MAP BY THE DIRECTION OF CARDINAL CAPITAL MANAGEMENT.

SUBJECT TO EASEMENTS, RESTRICTIONS AND ROADWAYS OF RECORD, SAID PARCEL CONTAINING 67.039 ACRES.

THAT SUCH MAP IS A CORRECT REPRESENTATION OF 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 CODE OF GENERAL ORDINANCES FOR THE VILLAGE OF SOMERS, DIVIDING AND MAPPING THE SAME.

DATED THIS 24TH DAY OF MARCH, 2023

WISCONSIN
JAMES D.
BAKER
S-2704
LINCOLNSHIRE,
ILLINOIS
LAND SURVEYOR

_____
SURVEYOR: JAMES D. BAKER
WISCONSIN PROFESSIONAL LAND SURVEYOR NO. 2704-8

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SOMERVILLE APARTMENTS
VILLAGE OF SOMERS, WISCONSIN
CERTIFIED SURVEY MAP

PROJ. MGR.: JDB
DRAWN BY: LSM
DATE: 03/24/23
SCALE: N.T.S.

SHEET 32 OF 32
ALN.SMWI01

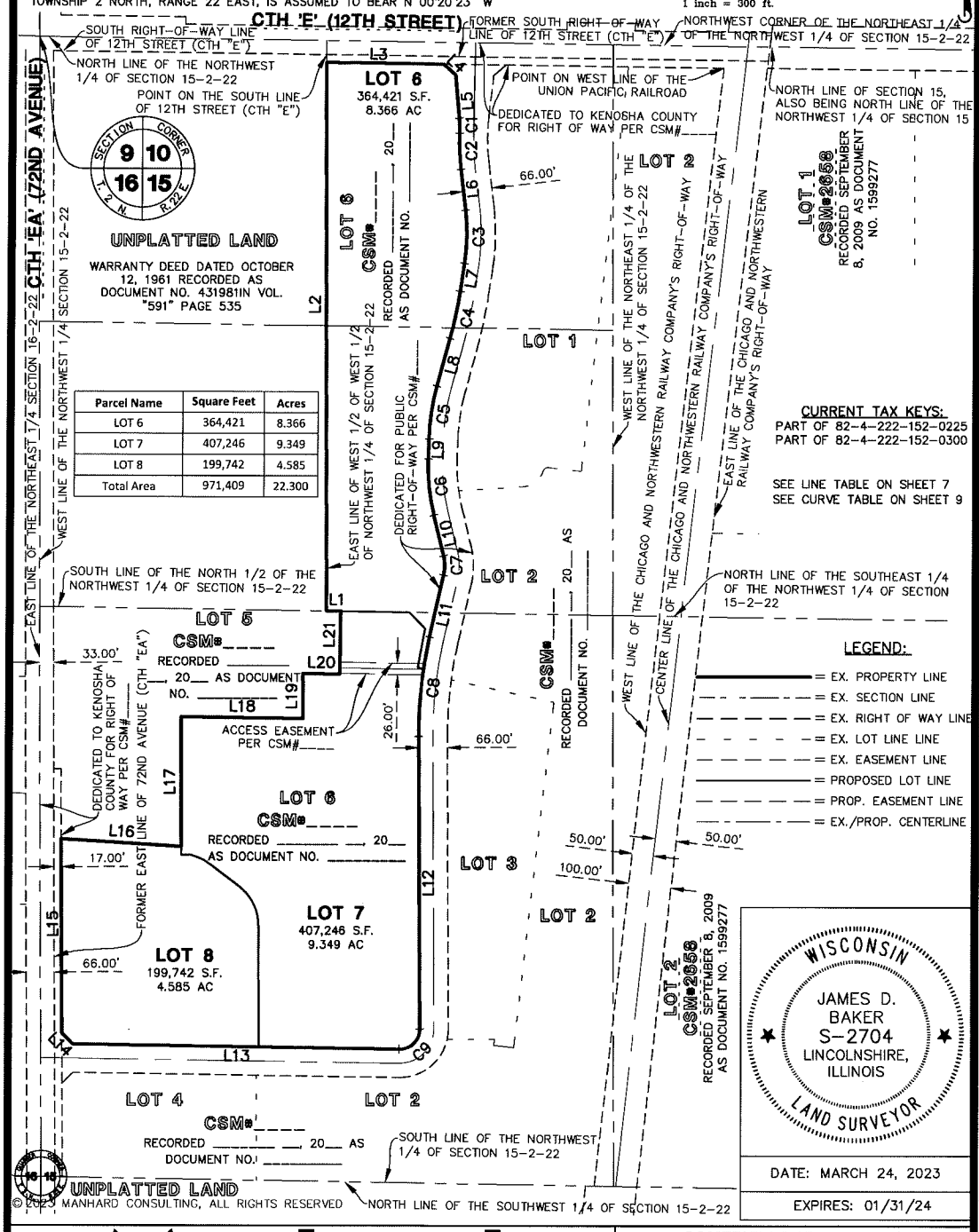
14:41 Dwg Name: P:\Alnsmwi01\dwg\Surv\Final Drawings\Certified Survey Map\CSM_1\31-32-ALNSMWI-CSM_1.dwg Updated By: LMoryl

# CERTIFIED SURVEY MAP NO. _____

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15 TOWNSHIP 2 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF SOMERS, COUNTY OF KENOSHA AND STATE OF WISCONSIN.

**BASIS OF BEARINGS**
BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM (KENOSHA COUNTY) NAD 83 (2011) IN WHICH THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 2 NORTH, RANGE 22 EAST, IS ASSUMED TO BEAR N 00°20'23" W

GRAPHIC SCALE
300 0 150 300 600
( IN FEET )
1 inch = 300 ft.




| Parcel Name | Square Feet | Acres |
|---|---|---|
| LOT 6 | 364,421 | 8.366 |
| LOT 7 | 407,246 | 9.349 |
| LOT 8 | 199,742 | 4.585 |
| Total Area | 971,409 | 22.300 |

**CURRENT TAX KEYS:**
PART OF 82-4-222-152-0225
PART OF 82-4-222-152-0300

SEE LINE TABLE ON SHEET 7
SEE CURVE TABLE ON SHEET 9

**LEGEND:**
= EX. PROPERTY LINE
= EX. SECTION LINE
= EX. RIGHT OF WAY LINE
= EX. LOT LINE LINE
= EX. EASEMENT LINE
= PROPOSED LOT LINE
= PROP. EASEMENT LINE
= EX./PROP. CENTERLINE

WISCONSIN
JAMES D. BAKER
S-2704
LINCOLNSHIRE, ILLINOIS
LAND SURVEYOR

DATE: MARCH 24, 2023
EXPIRES: 01/31/24

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SOMERVILLE APARTMENTS
VILLAGE OF SOMERS, WISCONSIN
CERTIFIED SURVEY MAP

PROJ. MGR.: JDB
DRAWN BY: LSM
DATE: 03/24/23
SCALE: 1"=300'

SHEET 1 OF 11
ALN.SMWI01

Dwg Name: P:\Alnsmwi01\dwg\Surv\Final Drawings\Certified Survey Map\CSM_2\01-ALNSMWI-CSM_2.dwg Updated By: LMoryl
15:44

# CERTIFIED SURVEY MAP NO. _____

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15 TOWNSHIP 2 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF SOMERS, COUNTY OF KENOSHA AND STATE OF WISCONSIN.

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BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM (KENOSHA COUNTY) NAD 83 (2011) IN WHICH THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 2 NORTH, RANGE 22 EAST, IS ASSUMED TO BEAR N 00°20'23" W

GRAPHIC SCALE

200 0 100 200 400

( IN FEET )
1 inch = 200 ft.

**LEGEND:**

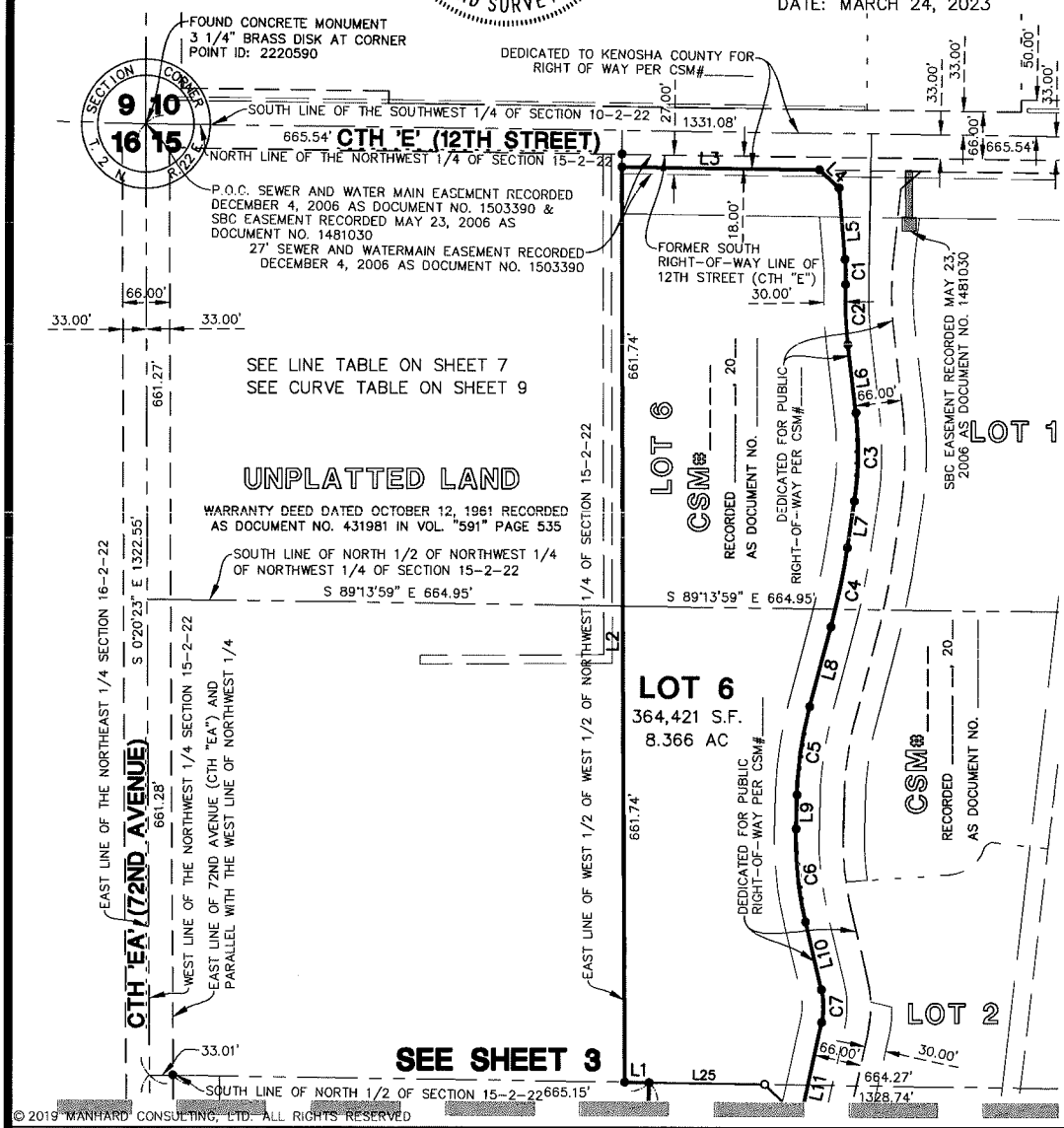
- = EX./PROP. PROPERTY LINE
- = EX. SECTION LINE
- = EX. RIGHT OF WAY LINE
- = EX. LOT LINE LINE
- = EX. EASEMENT LINE
- = PROPOSED LOT LINE
- = PROP. EASEMENT LINE
- = EX./PROP. CENTERLINE

WISCONSIN
JAMES D. BAKER
S-2704
LINCOLNSHIRE, ILLINOIS
LAND SURVEYOR

**LEGEND**

- ● 1" O.D. IRON PIPE FOUND
- ○ 1" O.D. 18" LONG WEIGHT 1.30 LBS/FT. SET

PREPARED BY: _____
JAMES D. BAKER,
P.L.S. NO. 2704 EXPIRES: 01/31/24
DATE: MARCH 24, 2023

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SOMERVILLE APARTMENTS
VILLAGE OF SOMERS, WISCONSIN
CERTIFIED SURVEY MAP

| | |
|---|---|
| PROJ. MGR.: JDB | SHEET 2 OF 11 |
| DRAWN BY: LSM | |
| DATE: 03/24/23 | |
| SCALE: 1"=200' | ALN.SMWI01 |

15:44 Dwg Name: P:\Alnsmwi01\dwg\Surv\Final Drawings\Certified Survey Map\CSM_2\02-03-ALNSMWI-CSM_2.dwg Updated By: LMaryl

# CERTIFIED SURVEY MAP NO. _____

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15 TOWNSHIP 2 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF SOMERS, COUNTY OF KENOSHA AND STATE OF WISCONSIN.

## BASIS OF BEARINGS

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GRAPHIC SCALE

200 0 100 200 400

( IN FEET )
1 inch = 200 ft.

## LEGEND:

- = EX./PROP. PROPERTY LINE
- = EX. SECTION LINE
- = EX. RIGHT OF WAY LINE
- = EX. LOT LINE LINE
- = EX. EASEMENT LINE
- = PROPOSED LOT LINE
- = PROP. EASEMENT LINE
- = EX./PROP. CENTERLINE

SEE LINE TABLE ON SHEET 7
SEE CURVE TABLE ON SHEET 9

WISCONSIN
JAMES D. BAKER
S-2704
LINCOLNSHIRE, ILLINOIS
LAND SURVEYOR

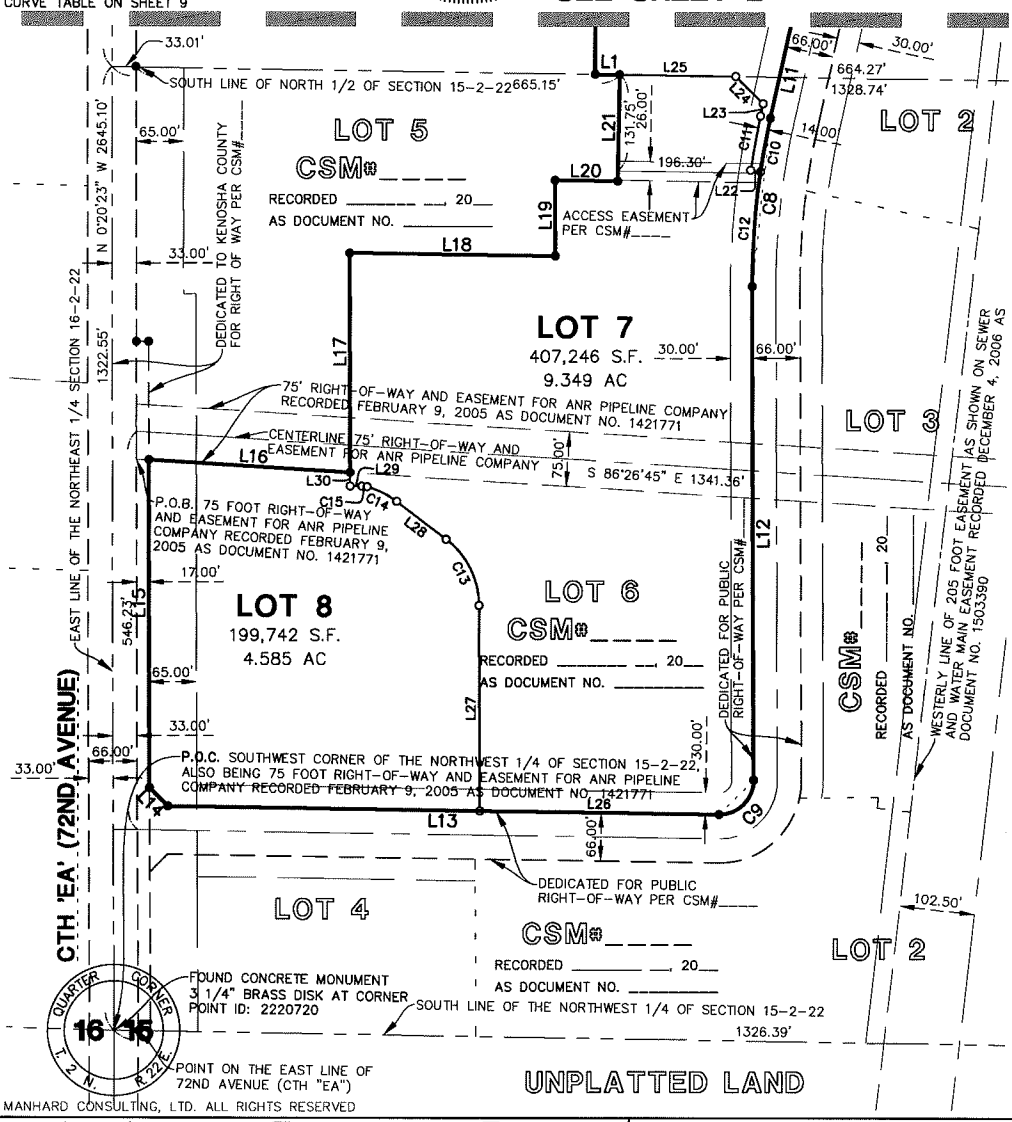
## LEGEND

- ● 1" O.D. IRON PIPE FOUND
- ○ 1" O.D. 18" LONG WEIGHT 1.30 LBS/FT. SET

N

PREPARED BY: _____
JAMES D. BAKER,
P.L.S. NO. 2704 EXPIRES: 01/31/24
DATE: MARCH 24, 2023

SEE SHEET 2

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SOMERVILLE APARTMENTS
VILLAGE OF SOMERS, WISCONSIN
CERTIFIED SURVEY MAP

PROJ. MGR.: JDB
DRAWN BY: LSM
DATE: 03/24/23
SCALE: 1"=200'

SHEET 3 OF 11
ALN.SMWI01

15:44 Dwg Name: P:\Alnsmwi01\dwg\Surv\Final Drawings\Certified Survey Map\CSM_2\02-03-ALNSMWI-CSM_2.dwg Updated By: LMoryl

# CERTIFIED SURVEY MAP NO. _____

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15 TOWNSHIP 2 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF SOMERS, COUNTY OF KENOSHA AND STATE OF WISCONSIN.

**BASIS OF BEARINGS**

BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM (KENOSHA COUNTY) NAD 83 (2011) IN WHICH THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 2 NORTH, RANGE 22 EAST, IS ASSUMED TO BEAR N 00°20'23" W

GRAPHIC SCALE

100 0 50 100 200

( IN FEET )
1 inch = 100 ft.

**LEGEND:**

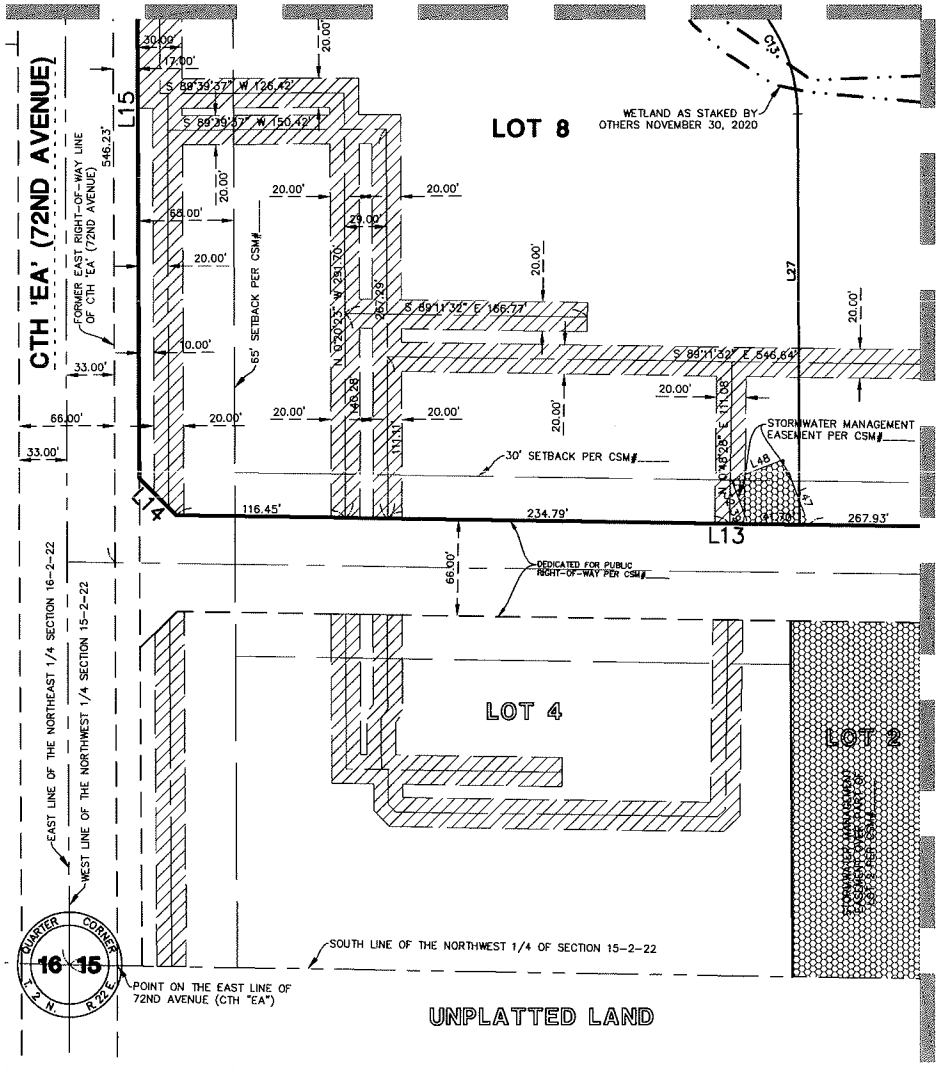
- = EX./PROP. PROPERTY LINE
- = EX. SECTION LINE
- = EX. RIGHT OF WAY LINE
- = EX. LOT LINE LINE
- = EX. EASEMENT LINE
- = PROPOSED LOT LINE
- = PROP. EASEMENT LINE
- = EX./PROP. CENTERLINE
- = UTILITY EASEMENT PER CSM#____
- = STORMWATER MANAGEMENT EASEMENT PER CSM#____

WISCONSIN
JAMES D. BAKER
S-2704
LINCOLNSHIRE, ILLINOIS
LAND SURVEYOR

PREPARED BY: _____
JAMES D. BAKER,
P.L.S. NO. 2704 EXPIRES: 01/31/24
DATE: MARCH 24, 2023

SEE LINE TABLE ON SHEET 7
SEE CURVE TABLE ON SHEET 9

SEE SHEET 5




SEE SHEET 6

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SOMERVILLE APARTMENTS
VILLAGE OF SOMERS, WISCONSIN
CERTIFIED SURVEY MAP

| | |
|---|---|
| PROJ. MGR.: JDB | SHEET 4 OF 11 |
| DRAWN BY: LSM | |
| DATE: 03/24/23 | |
| SCALE: 1"=100' | ALN.SMWI01 |

Dwg Name: P:\Alnsmwi01\dwg\Surv\Final Drawings\Certified Survey Map\CSM_2\04-09-ALNSMWI-CSM_2.dwg Updated By: LMoryl
16:09

# CERTIFIED SURVEY MAP NO. _____

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15 TOWNSHIP 2 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF SOMERS, COUNTY OF KENOSHA AND STATE OF WISCONSIN.

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BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM (KENOSHA COUNTY) NAD 83 (2011) IN WHICH THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 2 NORTH, RANGE 22 EAST, IS ASSUMED TO BEAR N 00°20'23" W

GRAPHIC SCALE

100 0 50 100 200

( IN FEET )
1 inch = 100 ft.

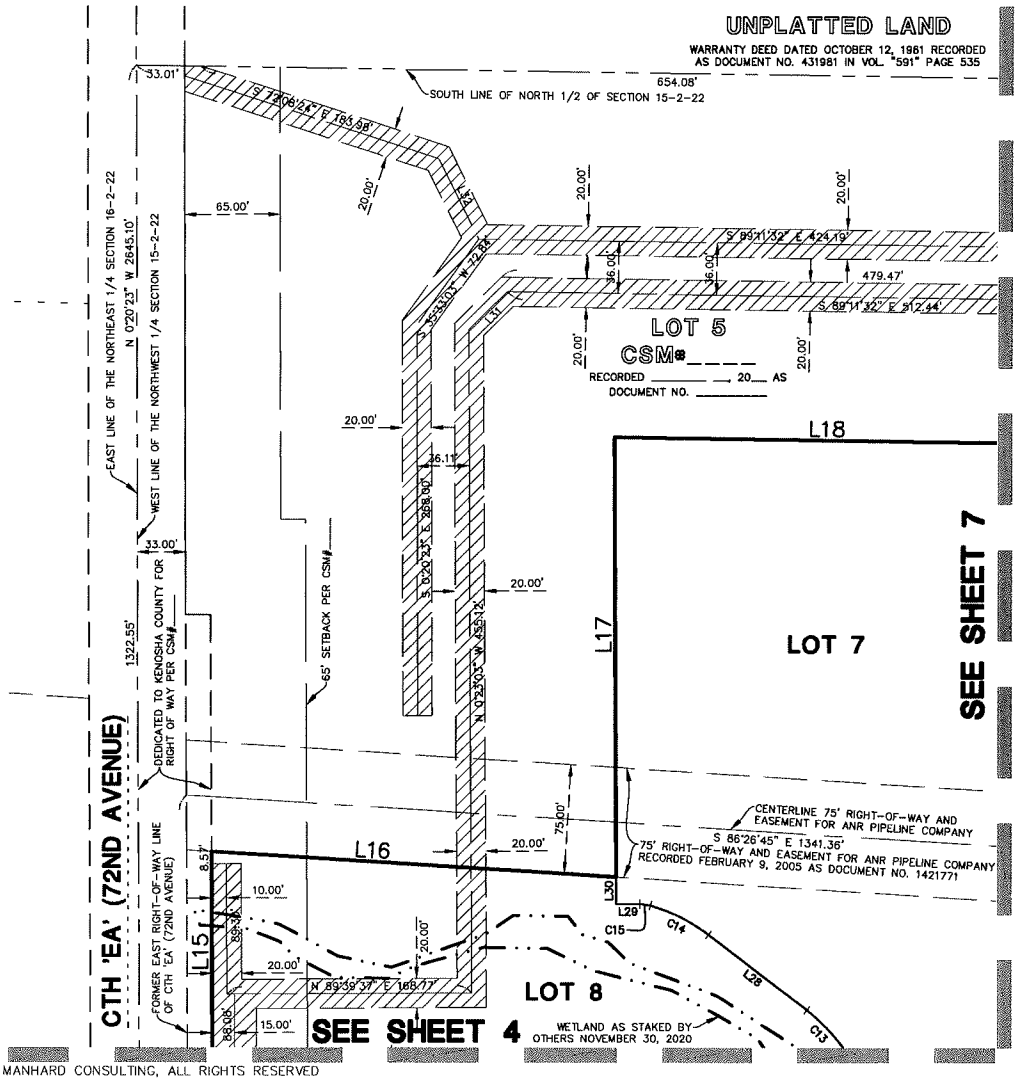
**LEGEND:**

- = EX./PROP. PROPERTY LINE
- = EX. SECTION LINE
- = EX. RIGHT OF WAY LINE
- = EX. LOT LINE LINE
- = EX. EASEMENT LINE
- = PROPOSED LOT LINE
- = PROP. EASEMENT LINE
- = EX./PROP. CENTERLINE
- = UTILITY EASEMENT PER CSM#_____

WISCONSIN
JAMES D. BAKER
S-2704
LINCOLNSHIRE, ILLINOIS
LAND SURVEYOR

PREPARED BY: _____
JAMES D. BAKER,
P.L.S. NO. 2704 EXPIRES: 01/31/24
DATE: MARCH 24, 2023

SEE LINE TABLE ON SHEET 7
SEE CURVE TABLE ON SHEET 9

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SOMERVILLE APARTMENTS
VILLAGE OF SOMERS, WISCONSIN
CERTIFIED SURVEY MAP

PROJ. MGR.: JDB
DRAWN BY: LSM
DATE: 03/24/23
SCALE: 1"=100'

SHEET 5 OF 11
ALN.SMWI01

16:09 Dwg Name: P:\Alnsmwi01\dwg\Surv\Final Drawings\Certified Survey Map\CSM_2\04-09-ALNSMWI-CSM_2.dwg Updated By: LMoryl

# CERTIFIED SURVEY MAP NO. _____

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BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM (KENOSHA COUNTY) NAD 83 (2011) IN WHICH THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 2 NORTH, RANGE 22 EAST, IS ASSUMED TO BEAR N 00°20'23" W

GRAPHIC SCALE

100 0 50 100 200

( IN FEET )
1 inch = 100 ft.

N

## LEGEND:

- = EX./PROP. PROPERTY LINE
- = EX. SECTION LINE
- = EX. RIGHT OF WAY LINE
- = EX. LOT LINE LINE
- = EX. EASEMENT LINE
- = PROPOSED LOT LINE
- = PROP. EASEMENT LINE
- = EX./PROP. CENTERLINE

WISCONSIN
JAMES D. BAKER
S-2704
LINCOLNSHIRE, ILLINOIS
LAND SURVEYOR

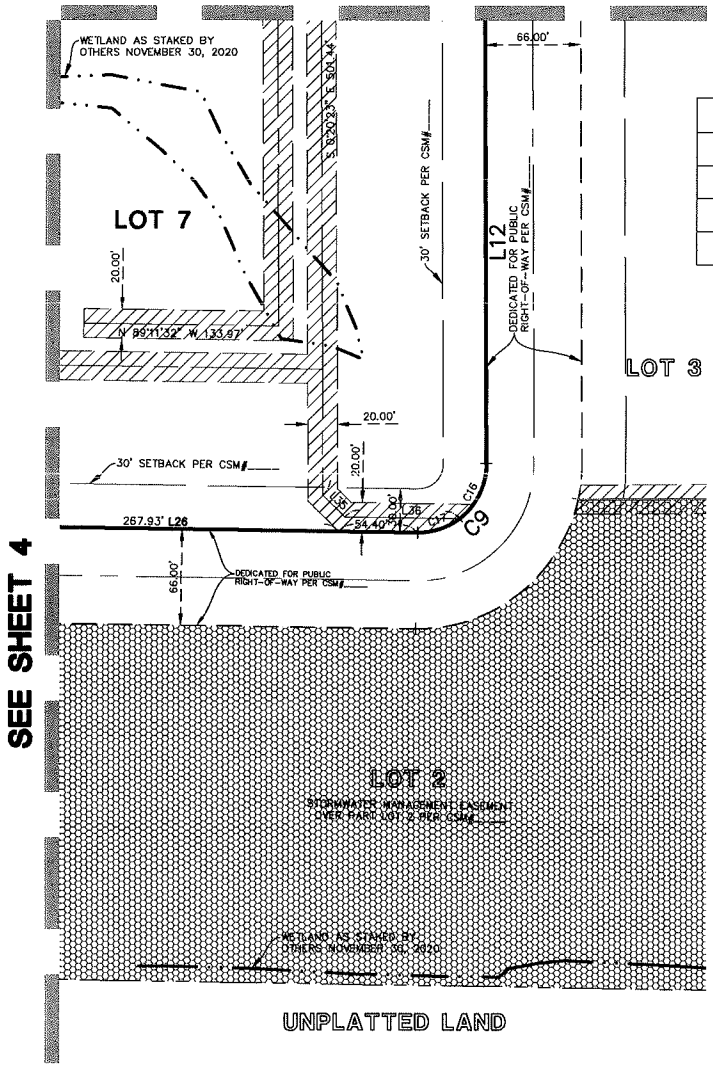
## SURVEYOR'S NOTES

1. ANY LAND BELOW THE ORDINARY HIGH WATER MARK OF A LAKE OR NAVIGABLE STREAM IS SUBJECT TO THE PUBLIC TRUST IN NAVIGABLE WATERS THAT IS ESTABLISHED UNDER ARTICLE IX, SECTION 1, OF THE STATE CONSTITUTION.
2. THERE IS NO ORDINARY HIGH WATER MARK ON SURVEYED PROPERTY.
3. APPROXIMATE SEASONAL HIGH WATER ELEVATION HAS NOT BEEN DETERMINED AND SHOWN AND REFERENCED TO A PERMANENTLY ESTABLISHED DATUM PLANE.
4. WETLANDS HAVE BEEN SHOWN HEREON BASED ON STAKED FLAGS BY WETLAND & WATERWAY CONSULTING, LLC ON NOVEMBER 30, 2020 AND FIELD LOCATED ON DECEMBER 9, 2020.

SEE LINE TABLE ON SHEET 7
SEE CURVE TABLE ON SHEET 9

SEE SHEET 7

PREPARED BY: _____
JAMES D. BAKER,
P.L.S. NO. 2704 EXPIRES: 01/31/24
DATE: MARCH 24, 2023




| Parcel Name | Square Feet | Acres |
|---|---|---|
| LOT 6 | 364,421 | 8.366 |
| LOT 7 | 407,246 | 9.349 |
| LOT 8 | 199,742 | 4.585 |
| Total Area | 971,409 | 22.300 |

= UTILITY EASEMENT PER CSM#____

= STORMWATER MANAGEMENT EASEMENT PER CSM#____

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Construction Managers · Environmental Scientists · Landscape Architects · Planners

SOMERVILLE APARTMENTS
VILLAGE OF SOMERS, WISCONSIN
CERTIFIED SURVEY MAP

PROJ. MGR.: JDB
DRAWN BY: LSM
DATE: 03/24/23
SCALE: 1"=100'

SHEET 6 OF 11
ALN.SMWI01

16:09 Dwg Name: P:\Alnsmwi01\dwg\Surv\Final Drawings\Certified Survey Map\CSM_2\04-09--ALNSMWI-CSM_2.dwg Updated By: LMoryl

# CERTIFIED SURVEY MAP NO. _____

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15 TOWNSHIP 2 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF SOMERS, COUNTY OF KENOSHA AND STATE OF WISCONSIN.

## BASIS OF BEARINGS

BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM (KENOSHA COUNTY) NAD 83 (2011) IN WHICH THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 2 NORTH, RANGE 22 EAST, IS ASSUMED TO BEAR N 00°20'23" W

GRAPHIC SCALE

100 0 50 100 200

( IN FEET )
1 inch = 100 ft.

N

## LEGEND:

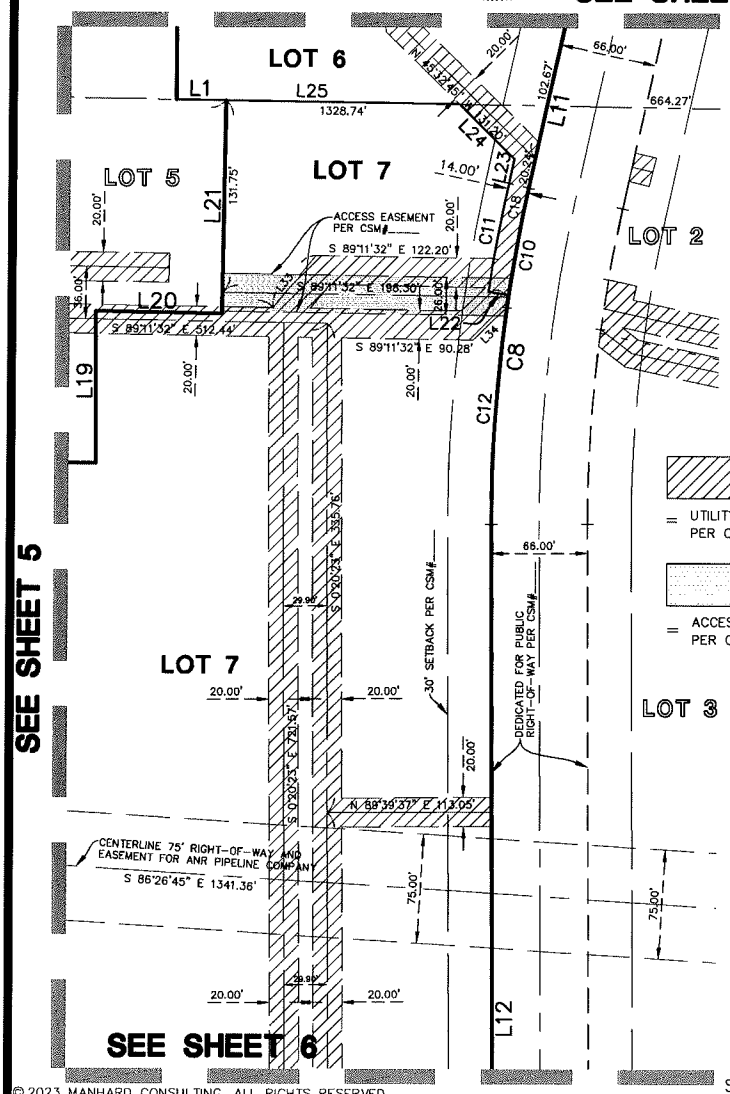
- = EX./PROP. PROPERTY LINE
- = EX. SECTION LINE
- = EX. RIGHT OF WAY LINE
- = EX. LOT LINE LINE
- = EX. EASEMENT LINE
- = PROPOSED LOT LINE
- = PROP. EASEMENT LINE
- = EX./PROP. CENTERLINE

WISCONSIN
JAMES D. BAKER
S-2704
LINCOLNSHIRE, ILLINOIS
LAND SURVEYOR

PREPARED BY:

JAMES D. BAKER,
P.L.S. NO. 2704 EXPIRES: 01/31/24
DATE: MARCH 24, 2023

SEE SHEET 8




| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | LENGTH |
| L1 | N89°11'32"W | 33.69' |
| L2 | N00°17'33"W | 1272.47' |
| L3 | S89°16'26"E | 274.36' |
| L4 | S47°04'45"E | 37.04' |
| L5 | S04°53'04"E | 99.65' |
| L6 | S06°46'46"E | 95.54' |
| L7 | S08°26'43"W | 65.49' |
| L8 | S14°51'40"W | 114.68' |
| L9 | S01°34'06"W | 46.86' |
| L10 | S13°25'54"E | 96.71' |
| L11 | S12°20'24"W | 146.98' |
| L12 | S00°20'23"E | 677.49' |
| L13 | N89°11'32"W | 757.22' |
| L14 | N44°45'57"W | 35.71' |
| L15 | N00°20'23"W | 449.82' |
| L16 | N86°26'45"W | 277.81' |
| L17 | S00°20'23"E | 301.57' |
| L18 | N89°11'32"W | 281.95' |
| L19 | S00°20'23"E | 104.27' |
| L20 | N89°11'32"W | 86.05' |
| L21 | S00°48'28"W | 146.25' |
| L22 | N81°43'17"W | 14.00' |
| L23 | S12°20'24"W | 17.22' |
| L24 | N45°32'45"W | 53.41' |
| L25 | N89°11'32"W | 193.60' |
| L26 | N89°11'32"W | 328.57' |
| L27 | N00°20'23"W | 281.82' |
| L28 | N52°47'24"W | 85.49' |
| L29 | S89°39'37"W | 16.18' |
| L30 | N00°20'23"W | 18.70' |
| L31 | N45°14'03"E | 36.68' |
| L32 | S26°40'34"E | 61.65' |
| L33 | N39°18'10"E | 46.38' |
| L34 | N45°48'28"E | 32.45' |
| L35 | N45°20'23"W | 21.14' |
| L36 | N89°11'32"W | 79.35' |
| L37 | S00°43'34"W | 91.33' |
| L38 | S88°25'02"E | 19.18' |
| L39 | S89°16'26"E | 90.44' |
| L40 | S44°16'26"E | 12.72' |
| L41 | N85°49'31"E | 33.65' |
| L42 | S00°43'34"W | 72.00' |
| L43 | S85°49'31"W | 52.24' |
| L44 | N44°16'26"W | 7.47' |
| L45 | N44°16'26"W | 14.14' |
| L46 | N44°42'26"E | 42.49' |
| L47 | N21°09'46"W | 47.99' |
| L48 | S68°50'14"W | 38.67' |

SEE LINE TABLE ON SHEET THIS SHEET
SEE CURVE TABLE ON SHEET 9

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SOMERVILLE APARTMENTS
VILLAGE OF SOMERS, WISCONSIN
CERTIFIED SURVEY MAP

PROJ. MGR.: JDB
DRAWN BY: LSM
DATE: 03/24/23
SCALE: 1"=100'

SHEET 7 OF 11
ALN.SMWI01

Dwg Name: P:\Alnsmwi01\dwg\Surv\Final Drawings\Certified Survey Map\CSM_2\04-09-ALNSMWI-CSM_2.dwg Updated By: LMoryl
16:09

# CERTIFIED SURVEY MAP NO. _____

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15 TOWNSHIP 2 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF SOMERS, COUNTY OF KENOSHA AND STATE OF WISCONSIN.

## BASIS OF BEARINGS

BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM (KENOSHA COUNTY) NAD 83 (2011) IN WHICH THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 2 NORTH, RANGE 22 EAST, IS ASSUMED TO BEAR N 00°20'23" W

GRAPHIC SCALE

100 0 50 100 200

( IN FEET )
1 inch = 100 ft.

N

## LEGEND:

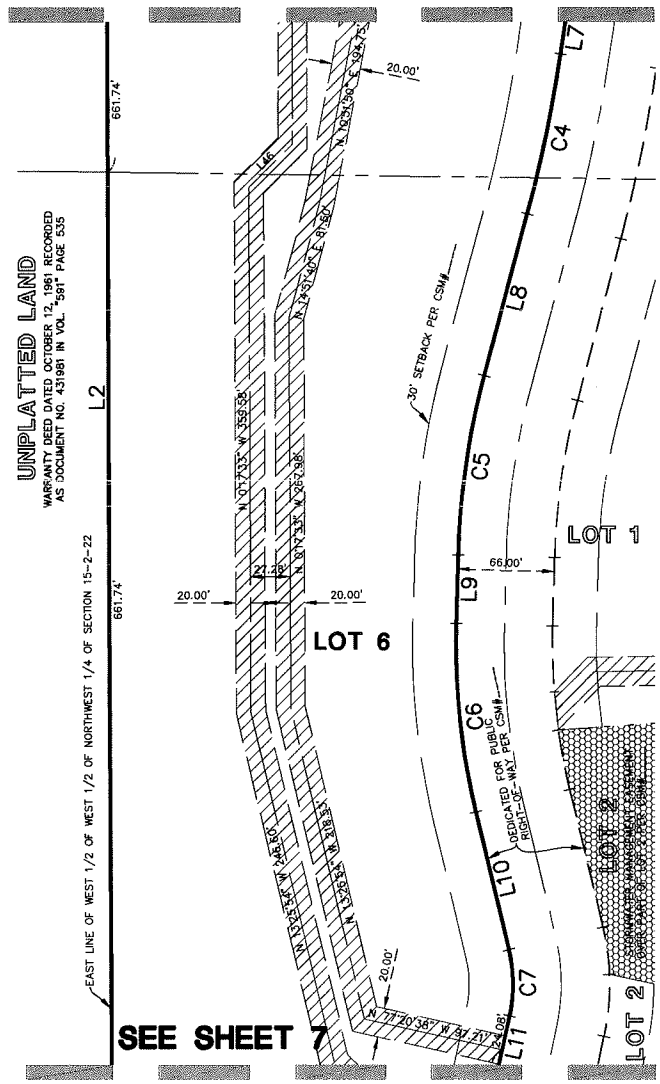
- = EX./PROP. PROPERTY LINE
- = EX. SECTION LINE
- = EX. RIGHT OF WAY LINE
- = EX. LOT LINE LINE
- = EX. EASEMENT LINE
- = PROPOSED LOT LINE
- = PROP. EASEMENT LINE
- = EX./PROP. CENTERLINE
- = UTILITY EASEMENT PER CSM#____
- = STORMWATER MANAGEMENT EASEMENT PER CSM#_____

SEE LINE TABLE ON SHEET 7
SEE CURVE TABLE ON SHEET 9

WISCONSIN
JAMES D. BAKER
S-2704
LINCOLNSHIRE, ILLINOIS
LAND SURVEYOR

PREPARED BY: _____
JAMES D. BAKER,
P.L.S. NO. 2704 EXPIRES: 01/31/24
DATE: MARCH 24, 2023

SEE SHEET 9

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SOMERVILLE APARTMENTS
VILLAGE OF SOMERS, WISCONSIN
CERTIFIED SURVEY MAP

| | |
|---|---|
| PROJ. MGR.: | JDB |
| DRAWN BY: | LSM |
| DATE: | 03/24/23 |
| SCALE: | 1"=100' |

SHEET 8 OF 11
ALN.SMWI01

16:09 Dwg Name: P:\Alnsmwi01\dwg\Surv\Final Drawings\Certified Survey Map\CSM_2\04-09-ALNSMWI-CSM_2.dwg Updated By: LMoryl

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GRAPHIC SCALE

100 0 50 100 200

( IN FEET )
1 inch = 100 ft.

N

## LEGEND:

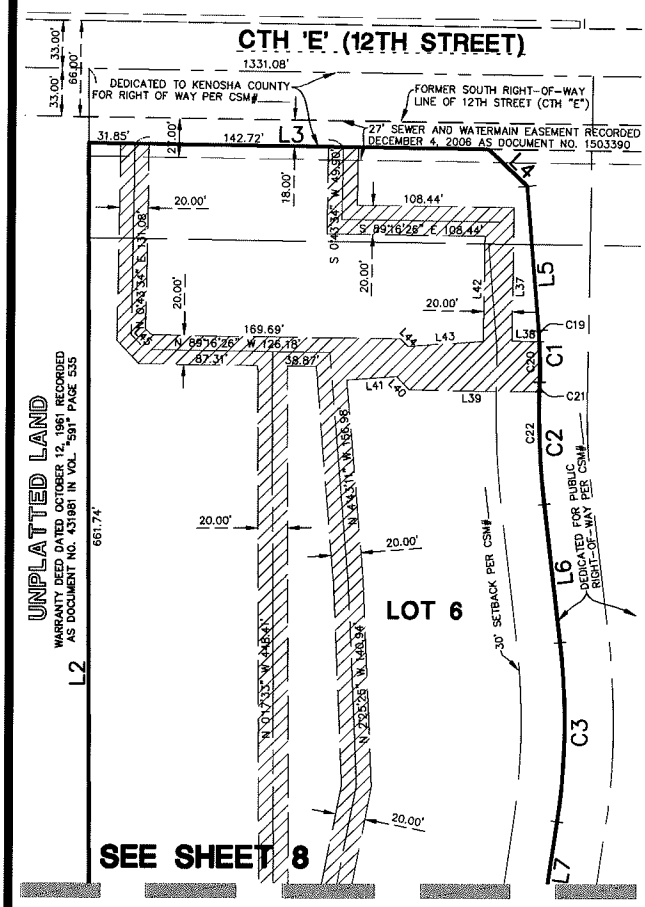
- = EX./PROP. PROPERTY LINE
- = EX. SECTION LINE
- = EX. RIGHT OF WAY LINE
- = EX. LOT LINE LINE
- = EX. EASEMENT LINE
- = PROPOSED LOT LINE
- = PROP. EASEMENT LINE
- = EX./PROP. CENTERLINE

WISCONSIN
JAMES D. BAKER
S-2704
LINCOLNSHIRE, ILLINOIS
LAND SURVEYOR

PREPARED BY: _____
JAMES D. BAKER,
P.L.S. NO. 2704 EXPIRES: 01/31/24
DATE: MARCH 24, 2023

| CURVE TABLE | | | | | | | |
|---|---|---|---|---|---|---|---|
| CURVE | RADIUS | LENGTH | CHORD BEARING | CHORD | CENTRAL ANGLE | TANGENT BEARING START | TANGENT BEARING END |
| C1 | 300.00' | 35.30' | S01°30'49"E | 35.28' | 006°44'29" | S1°51'25"W | S4°53'04"E |
| C2 | 557.00' | 83.96' | S02°27'40"E | 83.88' | 008°38'11" | S6°46'46"E | S1°51'25"W |

= UTILITY EASEMENT PER CSM#____




| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| CURVE | RADIUS | LENGTH | CHORD BEARING | CHORD | CENTRAL ANGLE |
| C1 | 300.00' | 35.30' | S01°30'49"E | 35.28' | 006°44'29" |
| C2 | 557.00' | 83.96' | S02°27'40"E | 83.88' | 008°38'11" |
| C3 | 464.00' | 123.29' | S00°49'58"W | 122.93' | 015°13'28" |
| C4 | 1002.00' | 112.21' | S11°39'11"W | 112.15' | 006°24'58" |
| C5 | 536.00' | 124.35' | S08°12'53"W | 124.08' | 013°17'34" |
| C6 | 498.00' | 130.38' | S05°55'54"E | 130.00' | 015°00'00" |
| C7 | 102.00' | 45.88' | S00°32'45"E | 45.49' | 025°46'18" |
| C8 | 1053.00' | 233.03' | S06°00'00"W | 232.56' | 012°40'47" |
| C9 | 47.00' | 74.77' | S45°14'03"W | 67.13' | 091°08'52" |
| C10 | 1053.00' | 74.64' | S10°18'34"W | 74.62' | 004°03'40" |
| C11 | 1067.00' | 75.63' | S10°18'34"W | 75.62' | 004°03'40" |
| C12 | 1053.00' | 158.39' | S03°58'10"W | 158.24' | 008°37'07" |
| C13 | 115.00' | 105.27' | N28°33'54"W | 101.64' | 052°27'01" |
| C14 | 119.50' | 45.37' | N63°39'57"W | 45.09' | 021°45'05" |
| C15 | 26.50' | 7.31' | N82°26'26"W | 7.28' | 015°47'54" |
| C16 | 47.00' | 43.54' | S26°11'53"W | 42.00' | 053°04'32" |
| C17 | 47.00' | 45.07' | S63°20'21"W | 43.36' | 054°56'15" |
| C18 | 1067.00' | 52.54' | S10°55'45"W | 52.54' | 002°49'17" |
| C19 | 300.00' | 7.50' | S04°10'07"E | 7.49' | 001°25'53" |
| C20 | 300.00' | 27.80' | S00°47'53"E | 27.79' | 005°18'36" |
| C21 | 557.00' | 6.78' | S01°30'29"W | 6.78' | 000°41'52" |
| C22 | 557.00' | 77.18' | S02°48'36"E | 77.11' | 007°56'19" |

SEE LINE TABLE ON SHEET 7
SEE CURVE TABLE THIS SHEET

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SOMERVILLE APARTMENTS
VILLAGE OF SOMERS, WISCONSIN
CERTIFIED SURVEY MAP

PROJ. MGR.: JDB
DRAWN BY: LSM
DATE: 03/24/23
SCALE: 1"=100'

SHEET 9 OF 11
ALN.SMWI01

# CERTIFIED SURVEY MAP NO. _____

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15 TOWNSHIP 2 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF SOMERS, COUNTY OF KENOSHA AND STATE OF WISCONSIN.

## OWNER'S CERTIFICATE

AS OWNER(S), I (WE) HEREBY CERTIFY THAT I (WE) CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED AND MAPPED AS REPRESENTED ON THE PLAT. I (WE) ALSO CERTIFY THAT THIS PLAT IS REQUIRED BY S.236.10 OR S.236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION: VILLAGE OF SOMERS. WITNESS THE HAND AND SEAL OF SAID OWNER(S)

THIS _____ DAY OF _____, 2023.

ON THIS _____ DAY OF _____, 2023.

BY: _____

TITLE: _____ PREPARED BY: _____

JAMES D. BAKER,
P.L.S. NO. 2704 EXPIRES: 01/31/24
DATE: MARCH 24, 2023

WISCONSIN
JAMES D. BAKER
S-2704
LINCOLNSHIRE, ILLINOIS
LAND SURVEYOR

## NOTARY'S CERTIFICATE

STATE OF _____ )
) S.S.
COUNTY OF _____ )

I, _____, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE

AFORESAID, DO HEREBY CERTIFY THAT _____ AND

_____ OF SAID CORPORATION, PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THIS INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND THE FREE AND VOLUNTARY ACT OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTORIAL SEAL, THIS _____ DAY OF _____, 2023.

_____
NOTARY PUBLIC

## VILLAGE OF SOMERS BOARD APPROVAL

THIS CERTIFIED SURVEY MAP IS HEREBY APPROVED BY THE VILLAGE BOARD OF THE VILLAGE OF SOMERS AND DEDICATION ACCEPTED ON THIS _____ DAY OF _____, 2023.

_____ _____
GEORGE STONER, VILLAGE PRESIDENT MARY COLE, VILLAGE CLERK

## VILLAGE OF SOMERS PLAN COMMISSION APPROVAL

THIS CERTIFIED SURVEY MAP IS HEREBY APPROVED BY THE VILLAGE PLAN COMMISSION OF THE VILLAGE OF SOMERS AND ADOPTED ON THIS _____ DAY OF _____, 2023.

_____ _____
GEORGE STONER, VILLAGE PRESIDENT MARY COLE, VILLAGE CLERK

## VILLAGE TREASURER CERTIFICATE

STATE OF WISCONSIN )
KENOSHA COUNTY )SS

I, _____, BEING THE DULY ELECTED (APPOINTED), QUALIFIED AND ACTING TREASURER OF THE VILLAGE OF SOMERS, DO HEREBY CERTIFY THAT THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS AS OF _____, 2023 AFFECTING THE LANDS INCLUDED IN THIS PLAT.

_____ _____
(DATE) TREASURER

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SOMERVILLE APARTMENTS
VILLAGE OF SOMERS, WISCONSIN
CERTIFIED SURVEY MAP

PROJ. MGR.: JDB
DRAWN BY: LSM
DATE: 03/24/23
SCALE: N.T.S.

SHEET 10 OF 11
ALN.SMWI01

08:56 Dwg Name: P:\Alnsmwi01\dwg\Surv\Final Drawings\Certified Survey Map\CSM_2\10-11-ALNSMWI-CSM_2.dwg Updated By: LMory

# CERTIFIED SURVEY MAP NO. _____

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**SURVEYOR'S CERTIFICATE**

STATE OF ILLINOIS )
) S.S.
COUNTY OF LAKE)

I, JAMES D. BAKER, A WISCONSIN PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY:

THAT I HAVE SURVEYED AND CONSOLIDATED A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15 TOWNSHIP 2 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF SOMERS, COUNTY OF KENOSHA AND STATE OF WISCONSIN, DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15 TOWNSHIP 2 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF SOMERS, COUNTY OF KENOSHA AND STATE OF WISCONSIN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 6 IN CERTIFIED SURVEY MAP NO. _____ RECORDED _____ __, 20__.

THAT I HAVE MADE THIS SURVEY, LAND DIVISION AND MAP BY THE DIRECTION OF CARDINAL CAPITAL MANAGEMENT.

SUBJECT TO EASEMENTS, RESTRICTIONS AND ROADWAYS OF RECORD, SAID PARCEL CONTAINING 27.833 ACRES.

THAT SUCH MAP IS A CORRECT REPRESENTATION OF 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 CODE OF GENERAL ORDINANCES FOR THE VILLAGE OF SOMERS, DIVIDING AND MAPPING THE SAME.

DATED THIS 24TH DAY OF MARCH, 2023

WISCONSIN
JAMES D.
BAKER
S-2704
LINCOLNSHIRE,
ILLINOIS
LAND SURVEYOR

_____
SURVEYOR: JAMES D. BAKER
WISCONSIN PROFESSIONAL LAND SURVEYOR NO. 2704-8

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Construction Managers · Environmental Scientists · Landscape Architects · Planners

SOMERVILLE APARTMENTS
VILLAGE OF SOMERS, WISCONSIN
CERTIFIED SURVEY MAP

PROJ. MGR.: JDB
DRAWN BY: LSM
DATE: 03/24/23
SCALE: N.T.S.

SHEET 11 OF 11
ALN.SMWI01

Dwg Name: P:\Alnsmwi01\dwg\Surv\Final Drawings\Certified Survey Map\CSM_2\10-11-ALNSMWI-CSM_2.dwg Updated By: LMoryl 08:56

# Kenosha County

## BOARD OF SUPERVISORS

**RESOLUTION NO._____**

| | |
|---|---|
| Subject: **Resolution to Approve the Formation of a Focus Committee to provide input in the development of Kenosha County Comprehensive Safety Action Plan** | |
| Original ☒ Corrected ☐ 2nd Correction ☐ Resubmitted ☐ | |
| Date Submitted: **Nov. 9, 2023** | Date Resubmitted: |
| Submitted by: **Clement Abongwa** | |
| Fiscal Note Attached ☐ | Legal Note Attached ☐ |
| Prepared by: **Clement Abongwa** | Signature: Clement Abongwa |

WHEREAS, Kenosha County was awarded a $300,000 Federal grant to develop a Comprehensive Safety Action Plan that would identify crash hotspots and propose mitigation measures to address and reduce fatal and injury crashes; and

WHEREAS, it is recommended to form a Focus Committee made up of various community members within Kenosha County to provide invaluable input on County highway safety in their respective communities; and

WHEREAS, the Focus Committee shall be tasked with identifying highway hotspots within their various communities in Kenosha County; and

WHEREAS, the County has gained consent from each member to participate in the said Focus Committee.

NOW, THEREFORE BE IT RESOLVED, that the County Board of Supervisors approves the Formation of the Focus Committee, tasked with providing input in the Development of the Kenosha County Comprehensive Safety Action Plan.

Respectfully Submitted:

PUBLIC WORKS AND FACILITIES COMMITTEE

| | Aye | Nay | Abstain | Excused |
|---|---|---|---|---|
| Mark Nordigian, Chairperson | ☒ | ☐ | ☐ | ☐ |
| Zach Stock, Vice Chairperson | ✓ | ☐ | ☐ | ☐ |
| Supervisor Laura Belsky | ☐ | ☐ | ☐ | ✓ |
| Supervisor Aaron Karow | ✓ | ☐ | ☐ | ☐ |
| Supervisor John O'Day | — | ☐ | ☐ | ☐ |
| Supervisor Tim Stocker | ✓ | ☐ | ☐ | ☐ |
| Supervisor Brian Thomas | — | ☐ | ☐ | ☐ |

Page 3

FINANCE AND ADMINISTRATION COMMITTEE

| | Aye | Nay | Abstain | Excused |
|---|---|---|---|---|
| Supervisor Terry Rose, Chair | ☒ | ☐ | ☐ | ☐ |
| Supervisor Dave Geertsen, Vice-Chair | ☒ | ☐ | ☐ | ☐ |
| Supervisor ~~Brian Bashaw~~ John Franco | ☑ | ☐ | ☐ | ☐ |
| Supervisor Erin Decker | ☐ | ☐ | ☐ | ☒ |
| Supervisor William Grady | ☑ | ☐ | ☐ | ☐ |
| Supervisor John Poole | ☒ | ☐ | ☐ | ☐ |
| Supervisor Tim Stocker | ☑ | ☐ | ☐ | ☐ |

# Kenosha County
# Administrative Proposal Form

**1. Proposal Overview**

Division: Highway Department: Public Works

Proposal Summary (attach explanation and required documents):

Resolution to Approve the Formation of a Focus Committee to provide input in the development of Kenosha County Comprehensive Safety Action Plan

Dept./Division Head Signature: Clement Abongwa Date: 11/09/2023

Print Name: Clement Abongwa

**2. Department Head Review**

Comments:

Recommendation: Approval ☑ Non-Approval ☐

Department Head Signature: Shelly Billingsley Date: 11-14-23

Print Name: Shelly Billingsley

**3. Finance Division Review**

Comments:

Recommendation: Approval ☒ Non-Approval ☐

Finance Signature: Chris Walton Date: 11/14/23

Print Name:

**4. County Executive Review**

Comments:

Action: Approval ☒ Non-Approval ☐

Executive Signature: Samantha Kerkman Date: 11/20/2023

Print Name: Samantha Kerkman

Revised 01/11/2001 (5/10/01)

**KENOSHA COUNTY EXPENSE/REVENUE BUDGET MODIFICATION FORM**

| | |
|---|---|
| DOCUMENT # | G/L DATE |
| BATCH # | ENTRY DATE |

DEPT/DIVISION: Kenosha County Hwy Division

PURPOSE OF BUDGET MODIFICATION (REQUIRED):

| (1) ACCOUNT DESCRIPTION | (2) | | | | BUDGET CHANGE REQUESTED (3) | (4) | (5) | (6) | (7) | AFTER TRANSFER (8) | (9) |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **EXPENSES** | FUND | DIVISION | SUB DIVISION | MAIN ACCOUNT | EXPENSE INCREASE (+) | EXPENSE DECREASE (-) | ADOPTED BUDGET | CURRENT BUDGET | ACTUAL EXPENSES | REVISED BUDGET | EXPENSE BAL AVAIL |
| Other Professional Services | 700 | 700 | 7000 | 521900 | 240,000 | | | | | 240,000 | 240,000 |
| | | | | | | | | | | - | - |
| | | | | | | | | | | - | - |
| | | | | | | | | | | - | - |
| | | | | | | | | | | - | - |
| | | | | | | | | | | - | - |
| | | | | | | | | | | - | - |
| | | | | | | | | | | - | - |
| | | | | | | | | | | - | - |
| | | | | | | | | | | - | - |
| | | | | | | | | | | - | - |
| | | | | EXPENSE TOTALS | 240,000.00 | - | - | - | - | 240,000.00 | 240,000.00 |

| **REVENUES** | FUND | DIVISION | SUB DIVISION | MAIN ACCOUNT | REVENUE DECREASE (+) | REVENUE INCREASE (-) | ADOPTED BUDGET | CURRENT BUDGET | REVISED BUDGET |
|---|---|---|---|---|---|---|---|---|---|
| State Revenue | 700 | 700 | 7000 | 447010 | | 240,000 | | | |
| | | | | | | | | | - |
| | | | | | | | | | - |
| | | | | | | | | | - |
| | | | | | | | | | - |
| | | | | | | | | | - |
| | | | | | | | | | - |
| | | | | REVENUE TOTALS | - | 240,000.00 | - | - | - |

| | | |
|---|---|---|
| **COLUMN TOTALS (EXP TOTAL + REV TOTAL)** | 240,000.00 | 240,000.00 |

SEE BACK OF FORM FOR REQUIRED LEVELS OF APPROVAL FOR BUDGET MODIFICATION.

Please fill in all columns:
(1) & (2) Account information as required
(3) & (4) Budget change requested
(5) Original budget as adopted by the board
(6) Current budget (original budget w/past mods.)
(7) Actual expenses to date
(8) Budget after requested modifications
(9) Balance available after transfer (col 8 - col 7).

PREPARED BY: Chris Walton

FINANCE DIRECTOR: Patricia Merrill Date 1/11/24
(required)

DIVISION HEAD: _____ Date _____

DEPARTMENT HEAD: _____ Date _____

COUNTY EXECUTIVE: _____ Date _____

# KENOSHA COUNTY COMPREHENSIVE SAFETY ACTION PLAN

## FOCUS COMMITTEE

| SN | NAME | PHONE NUMBER | TITLE | MUNICIPALITY | EMAIL ADDRESS | COMMENTS |
|---|---|---|---|---|---|---|
| 1 | Shelly Billingsley | (262) 857-1856 | Public Works Director | Kenosha County | Shelly.Billingsley@kenoshacounty.org | Chair |
| 2 | Clement Abongwa | (262) 220-0805 | Director of Highways | Kenosha County | Clement.Abongwa@kenoshacounty.org | |
| 3 | Kwame Amegashitsi | (262) 455-1097 | Senior Transportation Engineer | Kenosha County | Kwame.Amegashitsi@kenoshacounty.org | |
| 4 | Andy Buehler | (262) 857-1892 | Director of Planning and Development | Kenosha County | Andy.Buehler@kenoshacounty.org | Vice Chair |
| 5 | Joe Potente | (262) 818-1414 | Communication Manager | Kenosha County | Joe.Potente@kenoshacountywi.gov | Secretary |
| 6 | Sheriff David Zoerner | (262) 605-5101 | Sheriff | Kenosha County | David.Zoerner@kenoshacounty.org | |
| 7 | Brian Cater | (262) 653-4156 | Director of Public Works | City of Kenosha | bcater@kenosha.org | |
| 8 | Brian Wilke | (262) 653-4049 | Development Coordinator | City of Kenosha | bwilke@kenosha.org | |
| 9 | Jean Werbie-Harris | (262) 925-6717 | Community Development Director | Village of Pleasant Prairie | jwerbie@pleasantprairiewi.gov | |
| 10 | Matt Fineour | (262) 925-6778 | Executive Director of Infrastructure Management | Village of Pleasant Prairie | mfineour@pleasantprairiewi.gov | |
| 11 | Bradly H. Zautche | (262) 862-2371 | Director of Public Works | Village of Salem Lakes | BZautcke@voslwi.org | |
| 12 | Tim Popanda | (262)843-2713 | Village Administrator | Village of Paddock Lake | tpopanda@paddocklake.net | |
| 13 | Randall Kerkman | (262) 857-2368 | Administrator | Village of Bristol | admin@villageofbristol.org | |
| 14 | Howard Skinner | (262) 877-2858 | Village President | Village of Twin Lakes | hskinner@twinlakeswi.gov | |
| 15 | Laura Roesslein | (262) 877-2858 | Village Administrator | Village of Twin Lakes | villageadmin@twinlakeswi.gov | |
| 16 | George Stoner | (262) 859-2822 | President | Village of Somers | gstoner@somers.org | |
| 17 | Jason Peters | (262) 859-2822 | Administrator | Village / Town of Somers | jpeters@somers.org | |
| 18 | Susan Crane | (414) 333-8843 | Chairwoman | Town of Brighton | chairperson@brightonwi.org | |
| 19 | John Holloway | (262) 859-3006 | Chairman | Town of Paris | John.Holloway@townofparis.org | |
| 20 | Brett Butler | (262) 537-4340 | Chairman | Town of Wheatland | b.butler@tn.wheatland.wi.gov | |
| 21 | Paula Soderman | (262) 539-5467 | Chairperson | Town of Randall | Paulasodermantownmail@gmail.com | |

# Kenosha County

## BOARD OF SUPERVISORS

**RESOLUTION NO._____**

| | | | |
|---|---|---|---|
| Subject: Resolution to approve Kenosha County's intent and agreement to self-insure for Worker's Compensation | | | |
| Original ☒ | Corrected ☐ | 2nd Correction ☐ | Resubmitted ☐ |
| Date Submitted: 12/5/2023 | | Date Resubmitted: | |
| Submitted By: Finance/Administration Committee | | | |
| Fiscal Note Attached ☐ | | Legal Note Attached ☐ | |
| Prepared By: Clara-lin Tappa, Director Division of Human Resources | | Signature: Clara-lin Tappa | |

WHEREAS, the County of Kenosha is a qualified political subdivision of the State of Wisconsin; and

WHEREAS, the Wisconsin Worker's Compensation Act (Act) provides that employers covered by the Act either insure their liability with worker's compensation insurance carriers authorized to do business in Wisconsin, or be exempted (self-insured) from insuring liabilities with a carrier and thereby assume the responsibility for their own worker's compensation risk and payment; and

WHEREAS, the State and its political subdivisions may self-insure worker's compensation without a special order from the Department of Workforce Development (Department) if they agree to report faithfully all compensable injuries and agree to comply with the Act and rules of the Department; and

WHEREAS, the Finance and Administration Committee approves the continuation of the self-insured worker's compensation program; and

NOW, THEREFORE BE IT RESOLVED, that the Kenosha County Board of Supervisors does ordain as follows: Provide for the continuation of a self-insured worker's compensation program that is currently in effect; and authorize the Director of Human Resources to forward certified copies of this resolution to the Worker's Compensation Division, Wisconsin Department of Workforce Development.

Approved by:

| FINANCE/ADMINISTRATION COMMITTEE | Aye | No | Abstain | Excused |
|---|---|---|---|---|
| Terry Rose, Chairman | ☒ | ☐ | ☐ | ☐ |
| Dave Geertsen, Vice Chair | ☒ | ☐ | ☐ | ☐ |
| John Poole | ☒ | ☐ | ☐ | ☐ |
| Erin Decker | ☐ | ☐ | ☐ | ☒ |
| Tim Stocker | ☒ | ☐ | ☐ | ☐ |
| John Franco | ☒ | ☐ | ☐ | ☐ |
| William Grady | ☒ | ☐ | ☐ | ☐ |

# Kenosha County
# Administrative Proposal Form

**1. Proposal Overview**

Division: Human Resources Department: Administration

Proposal Summary (attach explanation and required documents):

Kenosha County self-insures its Worker's Compensation coverage. Every three years the County must renew its commitment to self-insure Worker's Compensation and communicate that commitment to the State of Wisconsin Department of Workforce Development. Self-insuring Worker's Compensation has been an effective tool in managing the cost assocated with work-related injuries and is an advantageous alternative to premium based insurance coverage. Continuing the self-funded program is recommended by the attached resolution.

Dept./Division Head Signature: Clara L. Zupp Date: 11/16/23

**2. Department Head Review**

Comments:

Recommendation: Approval ☐ Non-Approval ☐

Department Head Signature: _____ Date: _____

**3. Finance Division Review**

Comments:

Recommendation: Approval ☒ Non-Approval ☐

Finance Signature: Patricia Merrill Date: 11/16/23

**4. County Executive Review**

Comments:

Action: Approval ☒ Non-Approval ☐

Executive Signature: Samantha Kerkman Date: 11/20/2023

Samantha Kerkman

Revised 01/11/2001 (5/10/01)

DISTRIBUTION

- Original Returned to Requesting Dept.
- Department attaches the Original to the Resolution to County Board
- Copy to Secretary of Oversight Committee to distribute in packets with Resolution
- Copy to Requesting Department File

Kenosha County

# MEMORANDUM

Communication to Kenosha County Board of Supervisors
(For Informational Purposes Only)

***COMMUNICATION TO APPEAR ON COUNTY BOARD MEETING AGENDA*: 12/05/2023**

***SUBJECT*:** Resolution to approve Kenosha County's intent and agreement to self-insure for Worker's Compensation

***COMMITTEE*: Finance/Administration**

***SUBMITTED BY*: Clara-lin Tappa, Director of Human Resources**

***RESOLUTION TO BE PRESENTED AT* Finance/Administration *COMMITTEE ON* 12/14/2023**

***ADDITIONAL INFORMATION (optional)*:**

# KENOSHA COUNTY
# BOARD OF SUPERVISORS

**RESOLUTION NO. _____**

| | | | |
|---|---|---|---|
| **Subject:** A Resolution to Adopt the 2023-2028 Kenosha County Hazard Mitigation Plan | | | |
| **Original** ☐ | **Corrected** ☐ | **2nd Correction** ☐ | **Resubmitted** ☐ |
| **Date Submitted: January 16, 2024** | | **Date Resubmitted:** | |
| **Submitted By:** Judiciary & Law Enforcement Committee | | | |
| **Fiscal Note Attached** ☐ | | **Legal Note Attached** ☐ | |
| **Prepared By:** Sgt. Christopher Hannah, Director of Emergency Management | | **Signature:** SGT C H #236 | |

WHEREAS, Kenosha County Sheriff's Department Division of Emergency Management executed an agreement with the Southeastern Wisconsin Regional Planning Commission in early 2021 to update the countywide hazard mitigation plan leading to the recommendations for reducing natural hazards impacting Kenosha County, and

WHEREAS, such plan has been completed under a cooperative effort of the Kenosha County Sheriff's Department Division of Emergency Management and the Southeastern Wisconsin Regional Planning Commission under the guidance of the Kenosha County Hazard Mitigation Plan Local Planning Team, and

WHEREAS, Kenosha County believes that the plan is a valuable guide to the means for reducing the impact of natural hazards that could potentially impact Kenosha County, and that the adoption of such plan by the Kenosha County Board of Supervisors and municipal local Boards, will assure a common understanding by the local governments, and

WHEREAS, the preparation and adoption of the hazard mitigation plan is a requirement for maintaining eligibility for certain hazard mitigation and disaster grant programs funded by the Federal Emergency Management Agency and administered by the State of Wisconsin Department of Military Affairs, Division of Emergency Management, and

WHEREAS, this resolution required no budget modification,

NOW THEREFORE BE IT RESOLVED, that the Kenosha County Board of Supervisors hereby adopts the Kenosha County Hazard Mitigation Plan as set forth in SEWRPC Community Assistance Planning Report No. 278, 4th edition Kenosha County Hazard Mitigation Plan Update 2023-2028, and

BE IT FURTHER RESOLVED, that the Kenosha County Board of Supervisors directs the Kenosha County Sheriff's Department Division of Emergency Management to take the necessary steps to provide copies of the Kenosha County Hazard Mitigation Plan to all of the general-purpose local units of government in the County for consideration and adoption, and

BE IT FURTHER RESOLVED, that the Kenosha County Board of Supervisors directs the County Clerk to transmit a certified copy of the resolution to the Southeastern Wisconsin Regional Planning Commission.

| | | | |
|---|---|---|---|
| **Subject:** A Resolution to Adopt the 2023-2028 Kenosha County Hazard Mitigation Plan | | | |
| **Original** ☐ | **Corrected** ☐ | **2nd Correction** ☐ | **Resubmitted** ☐ |
| **Date Submitted: January 16, 2024** | | **Date Resubmitted:** | |
| **Submitted By:** Judiciary & Law Enforcement Committee | | | |
| **Fiscal Note Attached** ☐ | | **Legal Note Attached** ☐ | |
| **Prepared By:** Sgt. Christopher Hannah, Director of Emergency Management | | **Signature:** SGT ( [illegible] #236 | |

Respectfully submitted,

**Judiciary & Law Enforcement Committee**

| | Aye | No | Abstain | Excused |
|---|---|---|---|---|
| Brian Bashaw, Chair | ☐ | ☐ | ☐ | ☐ |
| Zach Rodriguez, Vice Chair | ☐ | ☐ | ☐ | ☐ |
| Erin Decker | ☐ | ☐ | ☐ | ☐ |
| Mark Nordigian | ☐ | ☐ | ☐ | ☐ |
| Laura Belsky | ☐ | ☐ | ☐ | ☐ |
| John Franco | ☐ | ☐ | ☐ | ☐ |
| Jeff Wamboldt | ☐ | ☐ | ☐ | ☐ |

Kenosha County

# MEMORANDUM

Communication to Kenosha County Board of Supervisors
(For Informational Purposes Only)

***COMMUNICATION TO APPEAR ON COUNTY BOARD MEETING AGENDA*: 11/07/2023**

***SUBJECT*: A Resolution Recognizing January 2024 as "Human Trafficking and Modern Slavery Prevention Month"**

***COMMITTEE*:** Choose a Committee

***SUBMITTED BY*: Vice Chair Decker**

***RESOLUTION TO BE PRESENTED AT*** Choose a Committee ***COMMITTEE ON*** Click here to enter a date.

***ADDITIONAL INFORMATION (optional)*:**

# KENOSHA COUNTY
## BOARD OF SUPERVISORS

**Resolution No. _____**

| | | | |
|---|---|---|---|
| Subject: **A Resolution Recognizing January 2024 as "Human Trafficking and Modern Slavery Prevention Month"** | | | |
| Original [ X ] | Revised [ ] | 2nd Correction [ ] | Resubmitted [ ] |
| Date Submitted: | | Date Resubmitted: | |
| Submitted by: Vice Chair Decker, Supervisors Belsky, Wamboldt, Nedweski, Poole, and Rodriguez | | | |
| Fiscal Note Attached [ ] | | [ ] Legal Note Attached | |
| Prepared by: Vice Chair Decker, Annette Howze, Karyn van Heijningen, and Ron Rogers | | Signature: | |

WHEREAS, the United States was founded on the principles that all people are born with the unalienable rights to freedom and liberty and these are fundamental principles of our country; and

WHEREAS, human trafficking is a form of modern slavery and victims of human trafficking are subjected to force, fraud, or coercion for the purpose of commercial sex exploitation and/or forced labor; and

WHEREAS, human trafficking is one of the fastest-growing crimes in the world, second only to drug trafficking as the most profitable form of crime, according to the U.S. Department of State; and

WHEREAS, human trafficking is a $150 billion criminal industry with an estimated 25 million victims around the world of which, two million victims could be in the United States; and

WHEREAS, the victims and survivors of human trafficking are citizens and immigrants, men, women, and children; and it is not limited by age, gender, ethnicity, or socioeconomic background; and

WHEREAS, human trafficking requires a coordinated, community-wide response, in 2015, Kenosha County formed the Kenosha Coalition Against Human Trafficking to comprehensively address human trafficking; and

NOW, THEREFORE BE IT RESOLVED, that the Kenosha County Board of Supervisors does recognize January 2024 as "National Trafficking and Modern Slavery Prevention Month" in Kenosha County; and

BE IT FURTHER RESOLVED, that the Kenosha County Board of Supervisors wishes to raise awareness of, and opposition to, human trafficking and modern slavery; and

BE IT FURTHER RESOLVED, that the Kenosha County Board of Supervisors commends all work by volunteers, businesses, organizations and the Kenosha Coalition Against Human Trafficking for their important contributions to this commitment to end human trafficking; and

BE IT FURTHER RESOLVED, that the Kenosha County Board of Supervisors stands in full support of those victims still being trafficked and who have yet to leave, heal and recover; and

BE IT FURTHER RESOLVED, that the Kenosha County Board of Supervisors recognizes survivors of trafficking and commends their resilience and their work to rebuild their lives; and

BE IT FURTHER RESOLVED, that the Kenosha County Board of Supervisors encourages residents to use this month as an opportunity to educate themselves about the prevalence of human trafficking and modern day slavery in Kenosha County and calls on all Kenosha residents to recognize the vital role we can play in ending all forms of human trafficking.

| | |
|---|---|
| Erin Decker | Laura Belsky |
| Jeff Wamboldt | Amanda Nedweski |
| John Poole | Zach Rodriguez |

Kenosha County

# MEMORANDUM

Communication to Kenosha County Board of Supervisors
(For Informational Purposes Only)

***COMMUNICATION TO APPEAR ON COUNTY BOARD MEETING AGENDA*: 11/21/2023**

***SUBJECT*: A Resolution Recognizing February 2024 as "Black History Month"**

***COMMITTEE*:** Choose a Committee

***SUBMITTED BY*: Vice Chair Decker, Supervisors Nedweski and Rodriguez**

***RESOLUTION TO BE PRESENTED AT*** Choose a Committee ***COMMITTEE ON*** Click here to enter a date.

***ADDITIONAL INFORMATION (optional)*:**

# KENOSHA COUNTY
## BOARD OF SUPERVISORS

**Resolution No. _____**

| Subject: **A Resolution Recognizing February 2024 as "Black History Month"** | |
|---|---|
| Original [ x ] Revised [ ] 2nd Correction [ ] Resubmitted [ ] | |
| Date Submitted: 11/15/2023 | Date Resubmitted: |
| Submitted by: Vice Chair Decker, Supervisor Nedweski, and Supervisor Rodriguez | |
| Fiscal Note Attached [ ] | Legal Note Attached [ ] Agreement |
| Prepared by: Vice Chair Decker, Kelsey Hubeler, Joe Potente | Signature: |

**WHEREAS,** the origin of Black History Month began in 1915 by historian and author Dr. Carter G. Woodson; through the organization known as Association for the Study of African American Life and History (ASALH) a designated week in February was chosen to celebrate and honor Black Americans; and

**WHEREAS,** in 1986 Congress designated February as Black History Month; February was identified as it includes the birthdays of Abraham Lincoln and Frederick Douglas, key figures for Black Americans in US History; and

**WHEREAS,** Black and African Americans have made innumerable contributions that have enriched American culture and we celebrate their achievements that have shaped our community and country and honor those who fought for freedom, civil rights, and overcoming racial injustices; and

**WHEREAS,** the central role of Black and African Americans throughout our society including their major influences in the medical, scientific, military, artistic, and economic sectors and communities continue to be critical to our success; and

**WHEREAS,** the reflection of US History and the contributions of Black and African Americans should be intentional, by uplifting the community and working together to ensure everyone has equal opportunity in Kenosha County;

**NOW THEREFORE BE IT RESOLVED,** the Kenosha County Board of Supervisors proclaims February 2024 as Black History Month to commemorate the tremendous contributions of Black and African Americans, and extends appreciation to the Black community for its contributions throughout Kenosha County, the state of Wisconsin, and the United States; and

**BE IT FURTHER RESOLVED** that the Kenosha County Board of Supervisors encourages members of the public to join in celebrating Black History Month by supporting our Black neighbors and colleagues throughout our community and in business.

Erin Decker

Amanda Nedweski

Zach Rodriguez

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# Kenosha County

## BOARD OF SUPERVISORS

**ORDINANCE NO._____**

| | | | |
|---|---|---|---|
| Subject: **Christopher and Jennifer Eck Joint Rev. Trust**, 27601 Town Rd., Salem, WI 53168 (Owner), **Martin and Mary Gust Rev. Trust, 27311 Town Rd.**, Salem, WI 53168 (Owner), requesting a **rezoning** from A-1 Agricultural Preservation Dist., A-2 General Agricultural Dist. & C-1 Lowland Resource Conservancy Dist. to A-2 General Agricultural Dist., C-2 Upland Resource Conservancy Dist. & C-1 Lowland Resource Conservancy Dist. on Tax Parcels #30-4-220-283-0420 & #30-4-220-283-0430, located in the SW ¼ of Section 28, T2N, R20E, Town of **Brighton**. | | | |
| Original ☐ | Corrected ☐ | 2nd Correction ☐ | Resubmitted ☐ |
| Date Submitted: January 16, 2024 | | Date Resubmitted: | |
| Submitted By: Planning Development & Extension Education Committee | | | |
| Fiscal Note Attached ☐ | | Legal Note Attached ☐ | |
| Prepared By: Andy M. Buehler, Director Division of Planning & Development | | Signature: DocuSigned by: Andy M. Buehler 5E5F88199951407... | |

AN ORDINANCE TO AMEND CHAPTER 12 OF THE MUNICIPAL CODE OF KENOSHA COUNTY, WISCONSIN, WITH REFERENCE TO ZONING

That the map referred to in Section 12.02-10 of the Kenosha County General Zoning and Shoreland/Floodplain Zoning Ordinance be amended as follows:

That the zoning of Tax Parcels #30-4-220-283-0420 & #30-4-220-283-0430, located in the SW ¼ of Section 28, T2N, R20E, Town of **Brighton**, be changed as follows:

> from A-1 Agricultural Preservation Dist., A-2 General Agricultural Dist. & C-1 Lowland Resource Conservancy Dist. to A-2 General Agricultural Dist., C-2 Upland Resource Conservancy Dist. & C-1 Lowland Resource Conservancy Dist.

**Christopher and Jennifer Eck Joint Rev. Trust (Owner)**
**Martin and Mary Gust Rev. Trust (Owner)**

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DocuSign Envelope ID: 9769CD58-1E57-4839-926E-C5CAE37C9B1E



**Description:** See Exhibit #1 (attached).

This description is intended to extend to the center of all roads.

Approved by:

PLANNING, DEVELOPMENT
& EXTENSION EDUCATION
COMMITTEE

| | Aye | No | Abstain | Excused |
|---|---|---|---|---|
| Aaron Karow, Chair | ☑ | ☐ | ☐ | ☐ |
| Daniel Gaschke, Vice Chair | ☐ | ☐ | ☐ | ☑ |
| Brian Bashaw | ☑ | ☐ | ☐ | ☐ |
| John Franco | ☑ | ☐ | ☐ | ☐ |
| Ed Kubicki | ☑ | ☐ | ☐ | ☐ |

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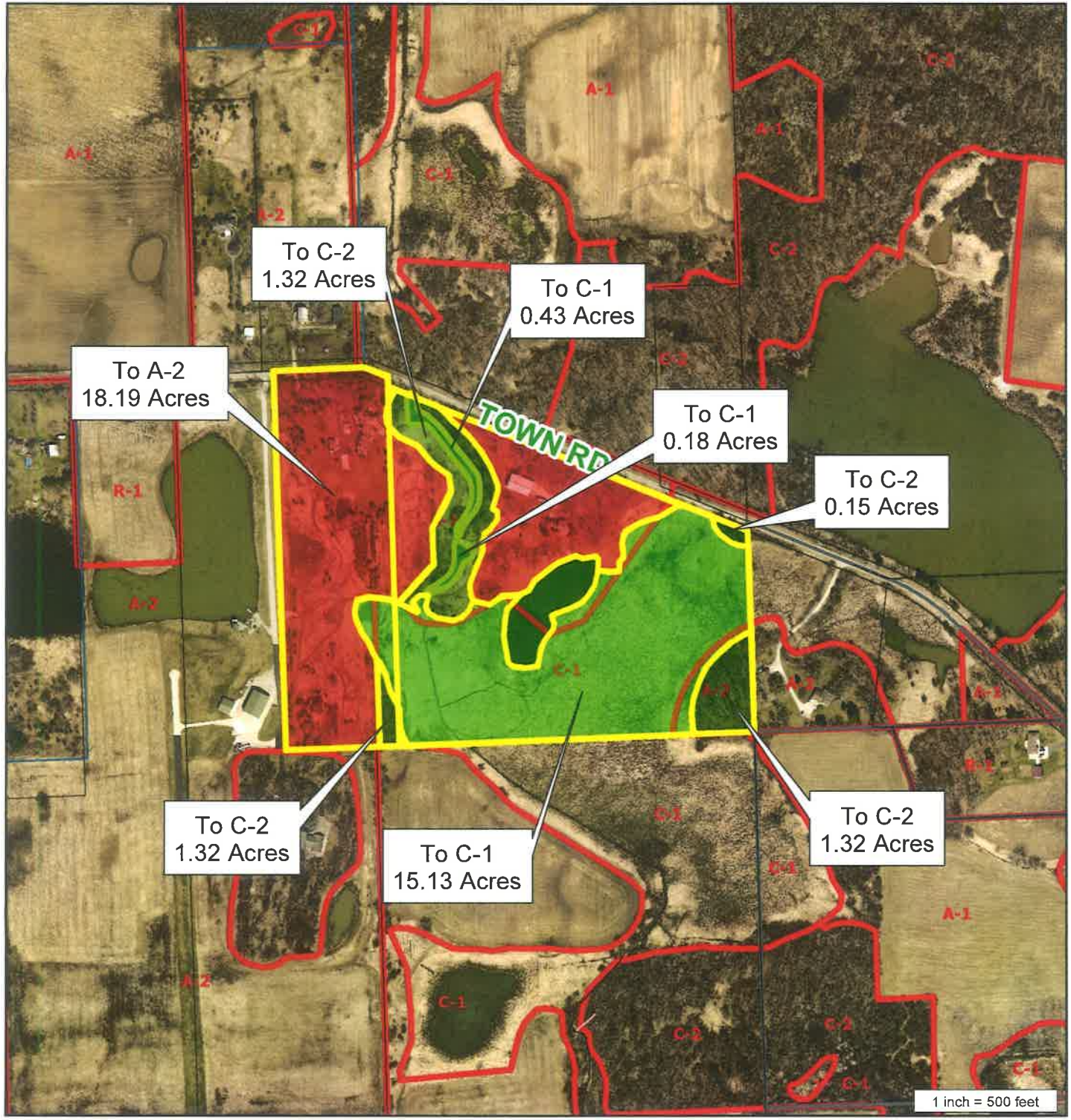


## REZONING SITE MAP

PETITIONER(S):
Christopher and Jennifer Eck Joint Rev. Trust (Owner) & Martin and Mary Gust Rev. Trust (Owner)

LOCATION: SW 1/4 of Section 28
Town of Brighton

TAX PARCEL(S): #30-4-220-283-0420 &
#30-4-220-283-0430

REQUEST:
Requesting a rezoning from A-1 Agricultural Preservation Dist., A-2 General Agricultural Dist. & C-1 Lowland Resource Conservancy Dist. to A-2 General Agricultural Dist., C-2 Upland Resource Conservancy Dist. & C-1 Lowland Resource Conservancy Dist..

DocuSign Envelope ID: 07383CA7-D323-440E-BF25-EF53C6C7966A

# Kenosha County

## BOARD OF SUPERVISORS

**ORDINANCE NO._____**

| | | | |
|---|---|---|---|
| Subject: **Benedict Shores LLC**, 40723 93rd St., Genoa City, WI 53128 (Owner), David Banas, 40723 93rd St., Genoa City, WI 53128 (Agent), requesting a **rezoning** from B-1 Neighborhood Business Dist. to R-2 Suburban Single-Family Residential on Tax Parcel #60-4-119-192-1210, located in the NW ¼ of Section 19, T1N, R19E, Town of **Randall.** | | | |
| Original ☐ | Corrected ☐ | 2nd Correction ☐ | Resubmitted ☐ |
| Date Submitted: January 16, 2024 | | Date Resubmitted: | |
| Submitted By: Planning Development & Extension Education Committee | | | |
| Fiscal Note Attached ☐ | | Legal Note Attached ☐ | |
| Prepared By: Andy M. Buehler, Director Division of Planning & Development | | Signature: DocuSigned by: Andy M. Buehler 5E5F88199951407... | |

AN ORDINANCE TO AMEND CHAPTER 12 OF THE MUNICIPAL CODE OF KENOSHA COUNTY, WISCONSIN, WITH REFERENCE TO ZONING

That the map referred to in Section 12.02-10 of the Kenosha County General Zoning and Shoreland/Floodplain Zoning Ordinance be amended as follows:

That the zoning of Tax Parcel #60-4-119-192-1210, located in the NW ¼ of Section 19, T1N, R19E, Town of **Randall,** be changed as follows:

from B-1 Neighborhood Business Dist. to R-2 Suburban Single-Family Residential

**Benedict Shores LLC (Owner)**
**David Banas (Agent)**

DocuSign Envelope ID: 07383CA7-D323-440E-BF25-EF53C6C7966A



**Description:** See Exhibit #1 (attached).

This description is intended to extend to the center of all roads.

Approved by:

| PLANNING, DEVELOPMENT & EXTENSION EDUCATION COMMITTEE | Aye | No | Abstain | Excused |
|---|---|---|---|---|
| _____ Aaron Karow, Chair | ☐ | ☐ | ☐ | ☐ |
| _____ Daniel Gaschke, Vice Chair | ☐ | ☐ | ☐ | ☐ |
| _____ Brian Bashaw | ☐ | ☐ | ☐ | ☐ |
| _____ John Franco | ☐ | ☐ | ☐ | ☐ |
| _____ Ed Kubicki | ☐ | ☐ | ☐ | ☐ |

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# Kenosha County

## BOARD OF SUPERVISORS

**ORDINANCE NO._____**

| | | | |
|---|---|---|---|
| Subject: **Christopher and Jennifer Eck Joint Rev. Trust**, 27601 Town Rd., Salem, WI 53168 (Owner), **Martin and Mary Gust Rev. Trust, 27311 Town Rd.**, Salem, WI 53168 (Owner), requesting a **rezoning** from A-1 Agricultural Preservation Dist., A-2 General Agricultural Dist. & C-1 Lowland Resource Conservancy Dist. to A-2 General Agricultural Dist., C-2 Upland Resource Conservancy Dist. & C-1 Lowland Resource Conservancy Dist. on Tax Parcels #30-4-220-283-0420 & #30-4-220-283-0430, located in the SW ¼ of Section 28, T2N, R20E, Town of **Brighton**. | | | |
| Original ☐ | Corrected ☐ | 2nd Correction ☐ | Resubmitted ☐ |
| Date Submitted: January 16, 2024 | | Date Resubmitted: | |
| Submitted By: Planning Development & Extension Education Committee | | | |
| Fiscal Note Attached ☐ | | Legal Note Attached ☐ | |
| Prepared By: Andy M. Buehler, Director Division of Planning & Development | | Signature: DocuSigned by: Andy M. Buehler 5E5F88199951407... | |

AN ORDINANCE TO AMEND CHAPTER 12 OF THE MUNICIPAL CODE OF KENOSHA COUNTY, WISCONSIN, WITH REFERENCE TO ZONING

That the map referred to in Section 12.02-10 of the Kenosha County General Zoning and Shoreland/Floodplain Zoning Ordinance be amended as follows:

That the zoning of Tax Parcels #30-4-220-283-0420 & #30-4-220-283-0430, located in the SW ¼ of Section 28, T2N, R20E, Town of **Brighton**, be changed as follows:

> from A-1 Agricultural Preservation Dist., A-2 General Agricultural Dist. & C-1 Lowland Resource Conservancy Dist. to A-2 General Agricultural Dist., C-2 Upland Resource Conservancy Dist. & C-1 Lowland Resource Conservancy Dist.

**Christopher and Jennifer Eck Joint Rev. Trust (Owner)**
**Martin and Mary Gust Rev. Trust (Owner)**

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DocuSign Envelope ID: 9769CD58-1E57-4839-926E-C5CAE37C9B1E



**Description:** See Exhibit #1 (attached).

This description is intended to extend to the center of all roads.

Approved by:

PLANNING, DEVELOPMENT
& EXTENSION EDUCATION
COMMITTEE

| | Aye | No | Abstain | Excused |
|---|---|---|---|---|
| Aaron Karow, Chair | ☑ | ☐ | ☐ | ☐ |
| Daniel Gaschke, Vice Chair | ☐ | ☐ | ☐ | ☑ |
| Brian Bashaw | ☑ | ☐ | ☐ | ☐ |
| John Franco | ☑ | ☐ | ☐ | ☐ |
| Ed Kubicki | ☑ | ☐ | ☐ | ☐ |

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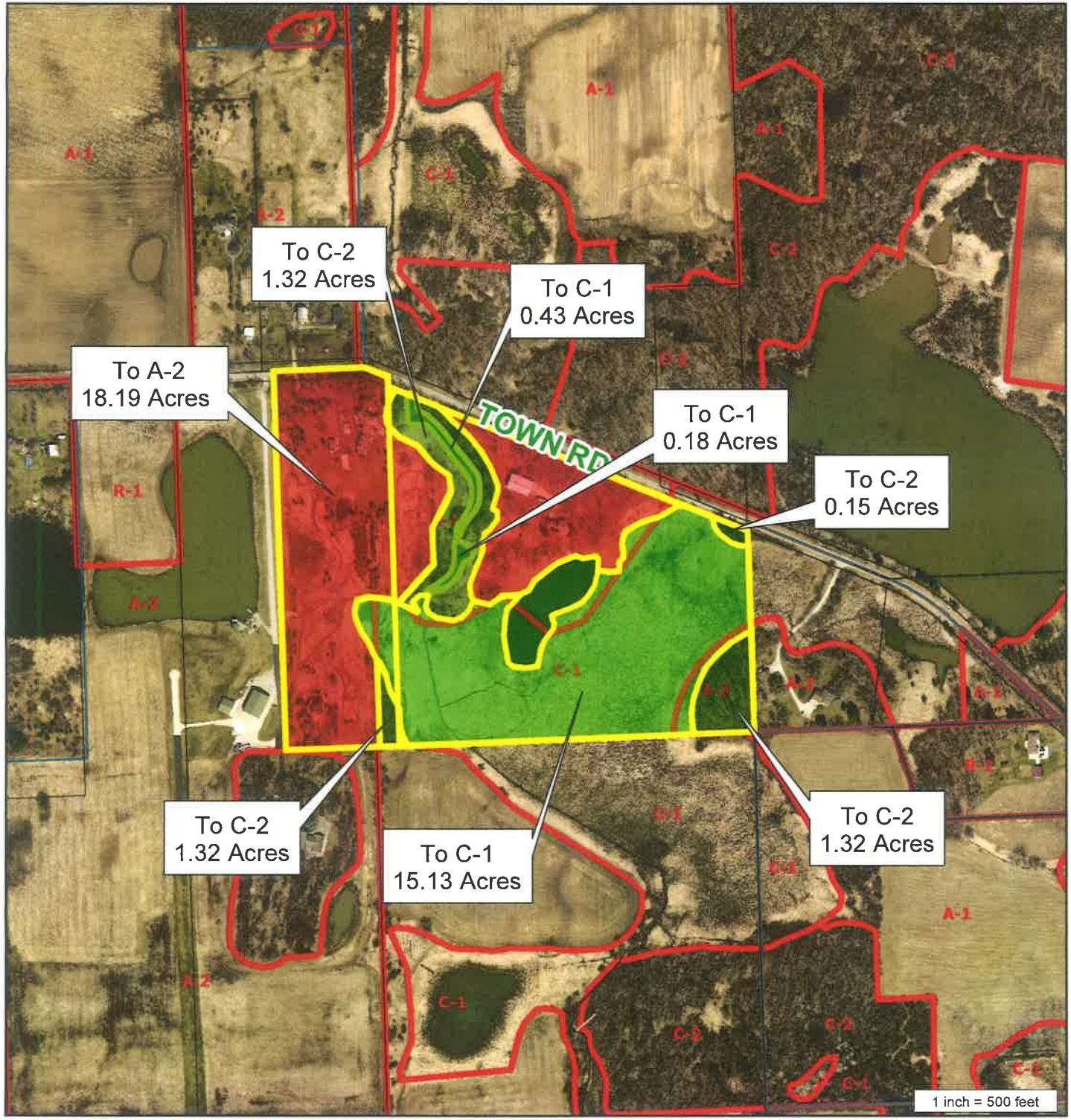


## REZONING SITE MAP

PETITIONER(S):
Christopher and Jennifer Eck Joint Rev. Trust (Owner) & Martin and Mary Gust Rev. Trust (Owner)

LOCATION: SW 1/4 of Section 28
Town of Brighton

TAX PARCEL(S): #30-4-220-283-0420 &
#30-4-220-283-0430

REQUEST:
Requesting a rezoning from A-1 Agricultural Preservation Dist., A-2 General Agricultural Dist. & C-1 Lowland Resource Conservancy Dist. to A-2 General Agricultural Dist., C-2 Upland Resource Conservancy Dist. & C-1 Lowland Resource Conservancy Dist..

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# Kenosha County

## BOARD OF SUPERVISORS

**ORDINANCE NO._____**

| | | | |
|---|---|---|---|
| Subject: **Benedict Shores LLC**, 40723 93rd St., Genoa City, WI 53128 (Owner), David Banas, 40723 93rd St., Genoa City, WI 53128 (Agent), requesting a **rezoning** from B-1 Neighborhood Business Dist. to R-2 Suburban Single-Family Residential on Tax Parcel #60-4-119-192-1210, located in the NW ¼ of Section 19, T1N, R19E, Town of **Randall.** | | | |
| Original ☐ | Corrected ☐ | 2nd Correction ☐ | Resubmitted ☐ |
| Date Submitted: January 16, 2024 | | Date Resubmitted: | |
| Submitted By: Planning Development & Extension Education Committee | | | |
| Fiscal Note Attached ☐ | | Legal Note Attached ☐ | |
| Prepared By: Andy M. Buehler, Director Division of Planning & Development | | Signature: DocuSigned by: Andy M. Buehler 5E5F88199951407... | |

AN ORDINANCE TO AMEND CHAPTER 12 OF THE MUNICIPAL CODE OF KENOSHA COUNTY, WISCONSIN, WITH REFERENCE TO ZONING

That the map referred to in Section 12.02-10 of the Kenosha County General Zoning and Shoreland/Floodplain Zoning Ordinance be amended as follows:

That the zoning of Tax Parcel #60-4-119-192-1210, located in the NW ¼ of Section 19, T1N, R19E, Town of **Randall,** be changed as follows:

from B-1 Neighborhood Business Dist. to R-2 Suburban Single-Family Residential

**Benedict Shores LLC (Owner)**
**David Banas (Agent)**

DocuSign Envelope ID: 07383CA7-D323-440E-BF25-EF53C6C7966A



**Description:** See Exhibit #1 (attached).

This description is intended to extend to the center of all roads.

Approved by:

| PLANNING, DEVELOPMENT & EXTENSION EDUCATION COMMITTEE | Aye | No | Abstain | Excused |
|---|---|---|---|---|
| _____ Aaron Karow, Chair | ☐ | ☐ | ☐ | ☐ |
| _____ Daniel Gaschke, Vice Chair | ☐ | ☐ | ☐ | ☐ |
| _____ Brian Bashaw | ☐ | ☐ | ☐ | ☐ |
| _____ John Franco | ☐ | ☐ | ☐ | ☐ |
| _____ Ed Kubicki | ☐ | ☐ | ☐ | ☐ |

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**Kenosha County**

# MEMORANDUM

Communication to Kenosha County Board of Supervisors
(For Informational Purposes Only)

***COMMUNICATION TO APPEAR ON COUNTY BOARD MEETING AGENDA*: 01/16/2024**

***SUBJECT*: Fundraiser for the K-9 Unit**

***SUBMITTED BY*: Captain of Administration Tony Gonzalez**

***TO BE REFERRED TO A COMMITTEE BY CHAIRMAN***

***ADDITIONAL INFORMATION (optional)*:** KSD would like to accept donations from members of our community and any who would like to assist in supporting K-9 mission readiness. KSD would accept cash donations at the Public Safety Building and community events along with electronic donations via an online portal established with the assistance of Kenosha County IT.

*Kenosha* *County*

# MEMORANDUM

Communication to Kenosha County Board of Supervisors
(For Informational Purposes Only)

***COMMUNICATION TO APPEAR ON COUNTY BOARD MEETING AGENDA*: 01/16/2024**

***SUBJECT*: 2024 WI OJA Multi-Jurisdiction Drug Task Force Grant – South East Area Drug Operations Group (S.E.A.D.O.G.)**

***SUBMITTED BY*: Captain of Operations Eric Klinkhammer**

***TO BE REFERRED TO A COMMITTEE BY CHAIRMAN***

***ADDITIONAL INFORMATION (optional)*:**

**Kenosha County**

# MEMORANDUM

Communication to Kenosha County Board of Supervisors
(For Informational Purposes Only)

***COMMUNICATION TO APPEAR ON COUNTY BOARD MEETING AGENDA*: 01/16/2024**

***SUBJECT*: Resolution to modify the Division of Aging, Disability and Behavioral Health Services 2024 Budget for a grant: "Every Court is a Treatment Court" initiative.**

***SUBMITTED BY*: Kari Foss, Director of Aging, Disability and Behavioral Health Services**

***TO BE REFERRED TO A COMMITTEE BY CHAIRMAN***

***ADDITIONAL INFORMATION (optional)*:** To be referred to Human Services Committee and Finance/Administration Committee

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# 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

## M E M O R A N D U M

Communication to Kenosha County Board of Supervisors
(For Informational Purposes Only)

As required by Section 59.69(2)(e), the following report is being made on the petitions to the **February 14, 2024** Planning, Development & Extension Education Committee meeting that have been filed in the Kenosha County Clerk & Kenosha County Planning & Development Offices for future consideration by the County Board.

1. **William and Diane Fliess Rev. Trust**, 2515 200th Ave., Union Grove, WI 53182 (Owner), William Fliess, 2515 200th Ave., Union Grove, WI 53182 (Agent), requests an **amendment to the Adopted Land Use Plan map for Kenosha County: 2035 (map 65 of the comprehensive plan)** from "Farmland Protection" to "Farmland Protection" & "General Agricultural and Open Land" on Tax Parcel #45-4-221-162-0301, located in the NW ¼ of Section 16, T2N, R21E, Town of **Paris**.

2. **William and Diane Fliess Rev. Trust**, 2515 200th Ave., Union Grove, WI 53182 (Owner), William Fliess, 2515 200th Ave., Union Grove, WI 53182 (Agent), requesting a **rezoning** from A-1 Agricultural Preservation Dist. to A-1 Agricultural Preservation Dist., A-2 General Agricultural Dist., C-1 Lowland Resource Conservancy Dist. & PUD Planned Unit Development Overlay Dist. on Tax Parcel #45-4-221-162-0301, located in the NW ¼ of Section 16, T2N, R21E, Town of **Paris**.

3. **William and Diane Fliess Rev. Trust**, 2515 200th Ave., Union Grove, WI 53182 (Owner), William Fliess, 2515 200th Ave., Union Grove, WI 53182 (Agent), requesting a **Certified Survey Map** on Tax Parcel #45-4-221-162-0301, located in the NW ¼ of Section 16, T2N, R21E, Town of **Paris**.

4. **Markquart Burlington LLC**, 1844 Commercial Blvd, Chippewa Falls, WI 54729 (Owner), Eric Dennis, 5712 392nd Ave, Burlington, WI 53105 (Agent), requesting a **Conditional Use Permit** to construct a propane tank and dispenser in the B-3 Highway Business Dist. on Tax Parcel #95-4-219-314-0640 located in the SE ¼ of Section 31, T2N, R19E, **Town of Wheatland**.

5. **Irving One, LLC**, 1222 N Grant Ave, Odessa, TX 79761; Diedrich Family Farm LLC, 2000 Richmond Road, Twin Lakes, WI 53181; Russell Brothers, LLC, 11909 Richmond Road, Twin Lakes, WI 53181 (Owners), Country Thunder Music Festivals, 730 Gallatin Pike N, Madison, TN 37115 (Agent), requesting a **Conditional Use Permit** for a country music festival (July 18 - 21, 2024) with an assembly over 5,000 people on the following Tax Parcels: #60-4-119-304-0405 (Irving One, LLC), #60-4-119-304-0100 (Diedrich Family Farm LLC) & part of #60-4-119-311-0200 (Russell Brothers LLC) located in the S 1/2 of Section 30 & the N 1/2 of Section 31, T1N, R19E, Town of **Randall**.

6. **Review And Possible Approval – Revised Land Use Fees Schedule**

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7. Approval of Minutes

8. Citizens Comments

9. Any Other Business Allowed by Law

10. Adjournment

Sincerely,

DocuSigned by:
5E5F88199951407...

ANDY M. BUEHLER, Director
Division of Planning & Development

AMB:BF:aw

Kenosha County

# MEMORANDUM

Communication to Kenosha County Board of Supervisors
(For Informational Purposes Only)

***COMMUNICATION TO APPEAR ON COUNTY BOARD MEETING AGENDA*: 01/16/2024**

***SUBJECT*: A Resolution Protecting Children from Materials Containing Adult Content in Taxpayer Funded Libraries in Kenosha County**

***COMMITTEE*:** Choose a Committee

***SUBMITTED BY*: Supervisor Stocker**

***RESOLUTION TO BE PRESENTED AT*** Choose a Committee ***COMMITTEE ON*** Click here to enter a date.

***ADDITIONAL INFORMATION (optional)*:**

# KENOSHA COUNTY
## BOARD OF SUPERVISORS

**Resolution No. _____**

| Subject: **A Resolution Protecting Children from Materials Containing Adult Content in Taxpayer Funded Libraries in Kenosha County** | | | |
|---|---|---|---|
| Original [ x ] | Revised [ ] | 2nd Correction [ ] | Resubmitted [ ] |
| Date Submitted: | | Date Resubmitted: | |
| Submitted by: Supervisor Tim Stocker, Erin Decker, John Poole | | | |
| Fiscal Note Attached [ ] | | Legal Note Attached [ ] Agreement | |
| Prepared by: Supervisor Tim Stocker | | Signature: | |

WHEREAS the definition of the word "pornographic" been changed in a way that allows material previously labeled as pornographic to now be accepted a nonpornographic; and

WHEREAS libraries located in Kenosha County do not provide a **secure** section for materials containing adult content including obscene language, descriptions of sex acts, pictures of sex acts, etc.; and

WHEREAS current library policy does not require parental permission for an underage child to check out materials containing adult content; and

WHEREAS current library administration takes no responsibility in protecting the children of our community from materials containing adult content; and

WHEREAS many covers and titles of these material materials containing adult content make it difficult for parents to become aware of the adult material inside; and

WHEREAS many citizens in Kenosha County prefer underage children not be exposed to materials containing adult content without parental authorization; and

WHEREAS unauthorized exposure to ~~said~~ materials containing adult content has the potential to lead to lawsuits;

NOW THEREFORE BE IT RESOLVED that the Kenosha County Board of Supervisors respectfully requests that all taxpayer funded libraries in Kenosha County create a safe environment for our children by creating a **secure adult only** section for materials containing adult content within the next six months.

_____

Tim Stocker

Erin Decker

John Poole

Kenosha County

# MEMORANDUM

Communication to Kenosha County Board of Supervisors
(For Informational Purposes Only)

***COMMUNICATION TO APPEAR ON COUNTY BOARD MEETING AGENDA*: 01/16/2024**

***SUBJECT*: A Resolution to Create a Risk Assessment and Management Practices for Kenosha County**

***COMMITTEE*:** Choose a Committee

***SUBMITTED BY*: Supervisor Thomas**

***RESOLUTION TO BE PRESENTED AT*** Choose a Committee ***COMMITTEE ON*** Click here to enter a date.

***ADDITIONAL INFORMATION (optional)*:**

# KENOSHA COUNTY
# BOARD OF SUPERVISORS

Resolution No. _____

| | |
|---|---|
| Subject:<br><br>**A Resolution To Create A Risk Assessment and Management Practices for Kenosha County** | |
| Original [ x ] Corrected [ ] 2nd Correction [ ]<br>Resubmitted [ ] | |
| Date Submitted: 11/27/2023 | Date Resubmitted: |
| Submitted by: Supervisor Brian Thomas | |
| Fiscal Note Attached [ ] | Legal Note Attached [ ] Agreement |
| Prepared by: Supervisor Brian Thomas | Signature: |

**WHEREAS**, Kenosha County highest priority is public safety for County Citizens and visitors is all aspects that are managed by the County; and

**WHEREAS**, Kenosha County actively seeks to evaluate and implement best practices to ensure public safety and minimize risk; and

**NOW, THEREFORE BE IT RESOLVED**, that the County will coordinate all Department Heads, County Board, Sheriff's Department, Executive's Office, Liability Insurance Carrier and Qualified Citizens for a Committee that identifies and determines Risks and Hazards within buildings, parks, County owned property, County managed property, employee practices, practices by third working or doing work for the County; and

**BE IT FURTHER RESOLVED**, that the Committee will define best practices to address each identified risk and hazard to minimize the risk and hazard to County employees, Citizens and Visitors; and

**BE IT FURTHER RESOLVED**, the County review all Ordinances and Resolution to ensure they are all being followed to prevent and minimize injuries, risks and hazards to employees, citizens and visitors; and

**BE IT FURTHER RESOLVED**, the County needs to determine the level of acceptable risk for each identified risk and hazard; and

**BE IT FURTHER RESOLVED**, that County future operating budgets should reflect on the need Risk Management position to determine if it best serves Kenosha County Employees, Citizens and Visitors.

_____

Supervisor Brian Thomas

Kenosha County

# MEMORANDUM

Communication to Kenosha County Board of Supervisors
(For Informational Purposes Only)

***COMMUNICATION TO APPEAR ON COUNTY BOARD MEETING AGENDA*: 01/16/2024**

***SUBJECT*: A Resolution Modifying the Racial and Ethnic Equity Commission of Kenosha County**

***COMMITTEE*:** Choose a Committee

***SUBMITTED BY*: Supervisor Gentz**

***RESOLUTION TO BE PRESENTED AT*** Choose a Committee ***COMMITTEE ON*** Click here to enter a date.

***ADDITIONAL INFORMATION (optional)*:**

# KENOSHA COUNTY
# BOARD OF SUPERVISORS

Resolution No. _____

| Subject: **A Resolution Modifying the Racial and Ethnic Equity Commission of Kenosha County** | |
|---|---|
| Original [ x ] Corrected [ ] 2nd Correction [ ] Resubmitted [ ] | |
| Date Submitted: | Date Resubmitted: |
| Submitted by: Supervisor Gentz | |
| Fiscal Note Attached [ ] | Legal Note Attached [ ] Agreement |
| Prepared by: Supervisor Jeffrey Gentz | Signature: |

**WHEREAS**, Kenosha County is committed to a shared vision of increased prosperity and improved wellbeing for all Kenosha County Residents; and

**WHEREAS**, racial inequity and injustice that impacts any resident of Kenosha County is a threat to the well-being of all Kenosha County residents; and

**WHEREAS**, trust between the residents of Kenosha County and all those elected, appointed and hired to serve in Kenosha County government is essential to our society; and

**WHEREAS**, citizens expect law enforcement officers to serve the public and conduct themselves with the highest standards of civility, fairness, and honor toward citizens, while maintaining respect for the rule of law; and

**WHEREAS**, citizens deserve equitable access to county services; and

**WHEREAS**, the Racial and Ethnic Equity Commission (the "REEC") was established by the Kenosha County Board of Supervisors to address issues of racial inequity and injustice in relation to access to county services; and

**WHEREAS**, the REEC as established was made up of nine (9) commissioners, seven (7) of which were to be appointed by the County Executive and two (2) of which were to be County Board Supervisors appointed by the Chair of the County Board; and

**WHEREAS**, the REEC should be under the direct authority of the County Board; and

**WHEREAS**, it is necessary and appropriate to modify the current structure and makeup of the REEC to better serve its intended purposes;

**NOW, THEREFORE BE IT RESOLVED**, the Kenosha County Board of Supervisors hereby modifies the Racial and Ethnic Equity Commission of Kenosha County ("REEC") by revising the original establishing resolution in the following ways:

The Racial Equity Commission's mission is to realize greater racial equity and work toward the dismantling of racism in Kenosha County through research, education, and on-going review of current Kenosha County policies and procedures so as to implement transformative ideas born of research, collaboration, and community engagement, focused on those areas over which the County has authority.

The Racial Equity Commission will be comprised of seven (7) commissioners.

Two (2) must be members of the County Board of Supervisors (County Board). These will be appointed by the County Board Chair with the approval of the County Board.

The other five (5) will be appointed by the County Board Chair, with the approval of the County Board. These appointments **must** be made from a pool of applicants/nominees.

Seventy-five (75) days before the end of a commissioner's term, the County shall publicize a notice of the upcoming appointment. This notice shall, at a minimum, be provided to those local media outlets routinely receiving communications from the County and shall be posted on the County's web site, with a link to the notice being placed on the homepage. A legal notice to the paper of record is neither required nor prohibited.

Individuals may apply themselves or may be nominated by individuals or organizations. As part of any application/nomination a statement indicating why the individual would be a valuable addition to the commission must be submitted. This statement should include a description of the individual's attributes as well as identifying what perspective their inclusion would bring to the commission as well as their commitment to solving issues of inequity. This may include, without limitation, history, experience, community participation and/or other aspects that would provide a different/unique/underrepresented perspective. In the event that a person is nominated rather than applying, a statement from the individual expressing willingness to serve must be included with the nomination.

The makeup of the commission should, at a minimum, reflect the diverse racial and ethnic makeup of Kenosha County as determined by the most recent census information, having a goal to at all times, have a majority of the five (5) non-County Board commissioners representing racial and ethnic minorities in Kenosha County. This should not be construed to in any way limit the ability of the County Board Chair in appointing, nor the County Board in approving appointments, but to encourage new ways to increase and maximize the participation of voices which have been traditionally and historically un- or under-represented. In making and approving appointments the goal of providing opportunities to such voices should be a prioritized consideration.

In the event that there are fewer applications/nominations than open positions, the County Board Chair shall find an individual willing to serve and nominate that person. Any such appointment should be guided by the same principles included as part of the nomination process.

The Commission shall report to, and be overseen by, the Kenosha County Board Executive Committee.

The Commissioners shall select, on a yearly basis, a chair and vice-chair, or co-chairs, from the Commission's Membership to serve a one-year term. The Commission may establish rules for the Commission's meetings and conduct of business. In the absence of rules to the contrary, the meetings of the Commission shall be governed by Chapter 2 of the Municipal Code of Kenosha County and by Robert's Rules of Order.

Members shall receive no compensation and shall serve voluntarily for a term of three (3) years. There will be no limit to the number of terms a member may serve. No more than two (2) terms may be served consecutively.

The County Board of Supervisors shall make reasonable efforts to seat the modified Racial Equity Commission in full within 90 days of the passage of this resolution.

Of the persons initially appointed, three shall hold office for one (1) year (including one County Supervisor), three for two (2) years, three for three (3) years (including one County Supervisor), from January 1 next following such appointment, and until their successor is appointed and qualifies. By December immediately preceding the expiration of the term of office of any such Commissioner, the County Board Chair shall appoint, subject to confirmation by the County Board, one (1) member of such Commission to hold office for three (3) years from January 1 next succeeding the appointment and until a successor is appointed and qualifies. The exception to this paragraph involves the two (2) County Board Supervisors whose terms shall be from June 1. The Office of the Commissioner shall become vacant upon the happening of any of the following:

1. The death of the incumbent.

2. The person's resignation, whether oral or written.

3. The person's removal by the County Board Chair.

4. The person's ceasing to be a resident of Kenosha County.

5. In the case of the two (2) Commissioners who are members of the County Board, upon their ceasing to be members of that body.

The County Board Chair will make every effort to provide an appointment to such vacancy to the County Board at its first meeting thirty (30) days after the vacancy occurs, subject to subsequent committee review and confirmation by a majority of the County Board. Any such appointment shall be for the unfinished portion of the term being filled.

The REEC shall be tasked with adopting a set of bylaws for itself which shall generally reflect the provisions contained within this resolution. This does not, however, prevent the REEC from making recommendations as part of the bylaw adoption process for changes in the procedure and timing for making appointments. After such adoption, the bylaws will be presented to the County Board for its approval.

The REEC shall be staffed by Kenosha County staff with assistance from other experts or organizations as appropriate.

The REEC shall be subject to the Wisconsin Public Records Law and the Wisconsin Open Meetings Law.

Plans, reports, or recommendations of any nature adopted by the REEC shall be considered advice to the Kenosha County Board of Supervisors, and shall not be construed as official policies, positions, or interpretations of laws, rules, or regulations by any department or agency of County government, nor shall any such department or agency be bound in any manner to consider such advice when conducting their advisory and regulatory affairs.

The REEC may also, at any time, choose to submit a recommendation to the County Board or the County Executive with any information or recommendation that the commission believes requires immediate action or attention.

The goals of the Racial Equity Commission shall be to:

a. Study issues of racial equity in Kenosha County, focusing on ordinances, policies and procedures that perpetuate systemic racism, result in disparate impact on underrepresented populations and contribute to racial inequity in Kenosha County, first focusing on policing and law enforcement then expanding the work to other systemic problems determined by members of the Racial Equity Commission;

b. Perform outreach and hold at minimum, one annual listening session with Kenosha County residents, including community members, local elected officials, law enforcement, state legislators, educators, mental health professionals, social workers, people impacted by systemic racism, and other Kenosha County residents with experience and expertise in various aspects of racial equity;

c. Research and analyze County ordinances, policies and procedures as they relate to racial equity, including the availability of adequate data on the topic;

d. Review research on actions that have been proven effective in increasing racial equity in similar counties;

e. Analyze racial equity in the context of various systems in Kenosha County, including law enforcement, justice, physical and mental health, education, housing and economic opportunity;

f. Make recommendations to the County Board on concrete and immediate steps that can be taken to increase racial equity.

g. Before one year from the date the reformed REEC holds its first meeting, the REEC shall submit to the Kenosha County Board an initial report detailing assessments, recommendations, and any proposals for the REEC's further work; and present this report and any subsequent report on a page dedicated to racial equity on the County website. A presentation of this report shall be given to the public in an open forum that would allow for discussion and questions.

h. Before six months from the date of the presentation of the initial report, the REEC shall submit to the County Board a second report detailing assessments, recommendations, and any proposals for the REEC's further work. A presentation of this report shall be given to the public in an open forum that would allow for discussion and questions.

i. Before one year from the date of the presentation of the second report, the REEC shall submit a final comprehensive report to the County Board detailing assessments, recommendations and relevant findings of the REEC. A presentation of this report shall be given to the public in an open forum that would allow for discussion and questions.

_____

Supervisor Jeffrey Gentz

| **EXECUTIVE COMMITTEE:** | Aye | Nay | Abstain | Excused |
|---|---|---|---|---|
| _____ Gabe Nudo, Chair | ☐ | ☐ | ☐ | ☐ |
| _____ Erin Decker, Vice Chair | ☐ | ☐ | ☐ | ☐ |
| _____ Zach Stock | ☐ | ☐ | ☐ | ☐ |
| _____ Brian Thomas | ☐ | ☐ | ☐ | ☐ |
| _____ Brian Bashaw | ☐ | ☐ | ☐ | ☐ |
| _____ Aaron Karow | ☐ | ☐ | ☐ | ☐ |
| _____ Mark Nordigian | ☐ | ☐ | ☐ | ☐ |
| _____ Terry Rose | ☐ | ☐ | ☐ | ☐ |

Kenosha County

# MEMORANDUM

Communication to Kenosha County Board of Supervisors
(For Informational Purposes Only)

***COMMUNICATION TO APPEAR ON COUNTY BOARD MEETING AGENDA*: 01/16/2024**

***SUBJECT*: A Resolution to Repeal 2022 Policy Resolution 1**

***COMMITTEE*:** Choose a Committee

***SUBMITTED BY*: Supervisor Gentz**

***RESOLUTION TO BE PRESENTED AT*** Choose a Committee ***COMMITTEE ON*** Click here to enter a date.

***ADDITIONAL INFORMATION (optional)*:**

# KENOSHA COUNTY

## BOARD OF SUPERVISORS

**Resolution No. _____**

| Subject: **A Resolution to Repeal 2022 Policy Resolution 1** | | | |
|---|---|---|---|
| Original [ x ] | Corrected [ ] | 2nd Correction [ ] | Resubmitted [ ] |
| Date Submitted: Date Submitted: | | Date Resubmitted: | |
| Submitted by: Supervisor Gentz | | | |
| Fiscal Note Attached [ ] | | Legal Note Attached [ ] Agreement | |
| Prepared by: Supervisor Jeffrey Gentz | | Signature: | |

**WHEREAS**, the Kenosha County Board, on July 5, 2022, passed Policy Resolution 1, which amended a previously enacted policy related to the carrying of concealed weapons in buildings owned, leased or controlled by the County, and;

**WHEREAS**, this change was enacted to permit those in possession of a license to lawfully carry a concealed weapon to do so on those buildings owned, leased or controlled by the County if not otherwise prohibited by law, and;

**WHEREAS**, this was a significant change of a policy which had been in place for more than ten years, and;

**WHEREAS**, this policy change inspired a great deal of public comment, much of it opposing the change and stating a desire to maintain the prohibition of the possession of concealed weapons in County buildings, and;

**WHEREAS**, while the County Board and County Administration are the stewards of County buildings, they are owned and maintained by and for the benefit of the citizens of Kenosha County, and;

**WHEREAS**, it is more than appropriate to ask the citizens of Kenosha County whether they want to have persons carrying concealed weapons into their County Buildings, and;

**WHEREAS**, pursuant to § 59.52 (25), Wis. Stats., the County Board can adopt a resolution contingent upon its being ratified or approved by Countywide referendum, and;

**NOW, THEREFORE, BE IT RESOLVED**, that the Kenosha County Board of Supervisors does hereby rescind 2022 Policy Resolution 1, generally permitting firearms and electronic weapons legally possessed and carried per Wisconsin State Statutes in any building owned, leased or controlled by the Kenosha County, and;

**BE IT FURTHER RESOLVED**, that 2011 Resolution 63, prohibiting the possession of firearms in County buildings with those exceptions permitted by law, be reinstated as Kenosha County policy, and;

**BE IT FURTHER RESOLVED**, that the enactment of this resolution shall be contingent upon its being approved by the citizens of Kenosha County at a referendum to be conducted during the election to be held on August 13, 2024, and,

**BE IT FURTHER RESOLVED,** that the Kenosha County Board of Supervisors, in legal session assembled does hereby approve that the following question be placed on the August 13, 2024 ballot as a contingent referendum question. Question: **Should Kenosha County prohibit the possession of firearms in any building owned, leased or controlled by Kenosha County, except by duly sworn government law enforcement officers? YES _____ NO _____.**; and

**BE IT FURTHER RESOLVED,** that the Corporation Counsel prepare a Notice of Referendum to be published by the Kenosha County Clerk in accordance with statutory requirement; and

**BE IT FURTHER RESOLVED**, that this resolution and the referendum shall be filed with Kenosha County Clerk no later than 70 days prior to the August 13, 2024 election at which the question will appear on the ballot; and

**BE IT FURTHER RESOLVED**, that a copy of this ballot referendum be forwarded to Kenosha County's legislative delegation, all other Wisconsin counties, the Wisconsin Counties Association and Governor Evers.

Respectfully submitted at Kenosha County, Wisconsin, this ___ day of _____, 202_.

_____

Supervisor Jeffrey Gentz

| PUBLIC WORKS COMMITTEE: | Aye | Nay | Abstain | Excused |
|---|---|---|---|---|
| Mark Nordigian, Chair | ☐ | ☐ | ☐ | ☐ |
| Zack Stock, Vice Chair | ☐ | ☐ | ☐ | ☐ |
| Laura Belsky | ☐ | ☐ | ☐ | ☐ |
| Aaron Karow | ☐ | ☐ | ☐ | ☐ |
| John O'Day | ☐ | ☐ | ☐ | ☐ |
| Tim Stocker | ☐ | ☐ | ☐ | ☐ |
| Brian Thomas | ☐ | ☐ | ☐ | ☐ |

Kenosha County

# MEMORANDUM

Communication to Kenosha County Board of Supervisors
(For Informational Purposes Only)

***COMMUNICATION TO APPEAR ON COUNTY BOARD MEETING AGENDA*: 01/16/2024**

***SUBJECT*: A Resolution Recognizing March 2024 as "National Social Work Month"**

***COMMITTEE*:** Choose a Committee

***SUBMITTED BY*: Vice Chair Decker**

***RESOLUTION TO BE PRESENTED AT*** Choose a Committee ***COMMITTEE ON*** Click here to enter a date.

***ADDITIONAL INFORMATION (optional)*:**

# KENOSHA COUNTY

## BOARD OF SUPERVISORS

**Resolution No. _____**

| Subject: **A Resolution Recognizing March 2024 as "National Social Work Month"** | |
|---|---|
| Original [ x ] Revised [ ] 2nd Correction [ ] Resubmitted [ ] | |
| Date Submitted: 1/3/2024 | Date Resubmitted: |
| Submitted by: Vice Chair Decker, Supervisors Poole and Rodriguez | |
| Fiscal Note Attached [ ] | Legal Note Attached [ ] Agreement |
| Prepared by: Vice Chair Decker | Signature: |

WHEREAS, Social Workers have worked for more than a century to improve human well-being and enhance the basic needs of all people especially the most vulnerable; and

WHEREAS, Social Workers positively touch the lives of millions of Americans each day and in a variety of places, including schools, hospitals, the military, child welfare agencies, community centers, and in federal, state and local government; and

WHEREAS, Social Workers are the largest group of mental health care providers in the United States, and work daily to help people overcome mental illnesses such as depression and anxiety; and

WHEREAS, Social Workers are on the frontlines of the nation's opioid addiction crisis, helping people get the treatment they need and prevail over substance use disorders; and

WHEREAS, the Social Work Profession is one of the fastest growing careers in the United States; and

WHEREAS, Social Workers have continued to push for changes that have made our society a better place to live; and

WHEREAS, Social Workers work in all facets of our society to meet people no matter their circumstance and empower them to live life to their fullest potential; and

WHEREAS, in March 1963, the National Association of Social Workers first organized National Social Work Month as a way to encourage public support for the profession; and

WHEREAS, Congress passed a joint resolution and on March 22, 1984, President Ronald Reagan proclaimed March as "National Professional Social Work Month" under Proclamation 5167:

NOW THEREFORE BE IT RESOLVED, that the Kenosha County Board of Supervisors, in support of the numerous contributions made by Kenosha County's Social Workers, does recognize March 2024, as National Social Work Month in Kenosha County; and

BE IT FURTHER RESOLVED that the Kenosha County Board of Supervisors encourages members of public to join in this recognition and to search their hearts for ways in which they too can help their neighbors.

Erin Decker

John Poole

Zach Rodriguez

Kenosha County

# MEMORANDUM

Communication to Kenosha County Board of Supervisors
(For Informational Purposes Only)

***COMMUNICATION TO APPEAR ON COUNTY BOARD MEETING AGENDA*: 01/16/2024**

***SUBJECT*: A Resolution Requesting the State Legislature Increase the Penalties for Harming or Killing a Law Enforcement K9**

***COMMITTEE*:** Choose a Committee

***SUBMITTED BY*: Vice Chair Decker**

***RESOLUTION TO BE PRESENTED AT*** Choose a Committee ***COMMITTEE ON*** Click here to enter a date.

***ADDITIONAL INFORMATION (optional)*:**

# KENOSHA COUNTY
## BOARD OF SUPERVISORS

**Resolution No. _____**

| Subject: **A Resolution Requesting the State Legislature Increase the Penalties for Harming or Killing a Law Enforcement K9** | |
|---|---|
| Original [ ] Revised [ x ] 2nd Correction [ ] Resubmitted [ ] | |
| Date Submitted: 11/29/2023 | Date Resubmitted: 12/8/2023 |
| Submitted by: Vice Chair Decker, Supervisors Rodriguez, Stocker, Thomas, Poole, Geertsen, and Nedweski | |
| Fiscal Note Attached [ ] | [ ] Legal Note Attached |
| Prepared by: Vice Chair Decker, Deputy Tifft, and Sergeant Malecki | Signature: Erin Decker |

WHEREAS, Kenosha County has long been committed to supporting its law enforcement officers; and

WHEREAS, the Kenosha County Sheriff's Department created the K9 Unit in has five K9 Deputies in active service, and these K9 Deputies and their handlers are:

- K9 Riggs and Deputy Tifft on active patrol
- K9 Klaus and Deputy Lanctot on active patrol
- K9 Arlo and Deputy Kasulke on active patrol
- K9 Riv and Deputy Booth on active patrol
- K9 Ludo and Corrections Officer Loesch in Kenosha County Sheriff Detentions

WHEREAS, the Kenosha County Sheriff's Department K9 Deputies are beloved members of the Department and the community; and

WHEREAS, the Kenosha County Sheriff's Department K9 Deputies are hard-working members of the sheriff's department and put their lives in danger daily to keep us safe in our homes, places of work, and on the streets; and

WHEREAS, the Kenosha County Sheriff's Department K9 Deputies help law enforcement personnel perform their jobs in a safer and more efficient manner thus saving the Sheriff's Department hundreds of man-hours every year; and

WHEREAS, law enforcement agencies use man's best friend to assist in a variety of tasks that K9 Deputies freely and willingly go into areas other deputies are not able to, and they rely on the K9 teams to use their special abilities to help us locate suspects, evidence, narcotics, explosives, or missing persons quickly; and

WHEREAS, law enforcement K9 handlers are required to give announcements to suspects putting the handler and K9 at a disadvantage as the suspect knows where they are, what they intend to do, and who is coming to look for them; and

WHEREAS, there has been a significant increase in shootings and stabbings of law enforcement K9s across this country as they perform their jobs; and

WHEREAS, K9 Deputy Riggs was shot in the head on October 21, 2021, and amazingly survived his injuries, made a complete recovery, and is back on patrol; and

WHEREAS, under Wisconsin State Statute 951.18(2m), the penalty for intentionally injuring a known law enforcement K9 is a Class I felony which the lowest class of felony and is punishable by up to 3.5 years in prison and a maximum fine of $10,000; and the penalty for killing a law enforcement K9 is a Class H felony and is punishable by up to 6 years in prison and fines of up to $10,000;

NOW, THEREFORE BE IT RESOLVED, that the Kenosha County Board of Supervisors respectfully requests the State of Wisconsin change state statues deeming law enforcement K9s as property and increase penalties for the intentional injury or killing of said K9s; and

BE IT FURTHER RESOLVED, that the Kenosha County Board of Supervisors commends and recognizes all the work our K9s Deputies and their handlers who keep Kenosha County safe, enforce the rule of law, and respond in times of crisis; and

BE IT FURTHER RESOLVED, that a copy of this resolution shall be forwarded to Kenosha County's state legislative delegations, Governor Evers, all other Wisconsin counties, and the Wisconsin Counties Association.

Erin Decker

Erin Decker

Zach Rodriguez

Tim Stocker

Brian Thomas

John Poole

Dave Geertsen

Amanda Nedweski

# COUNTY OF KENOSHA

## COUNTY CLERK

Regi Waligora
1010 - 56th Street
Kenosha WI 53140
(262) 653-2552
Fax: (262) 653-2564

RECEIVED
JAN - 8 2024
REGI WALIGORA
COUNTY CLERK

GL-01-24

**CLAIM AGAINST KENOSHA COUNTY**

FULL NAME Kim Koukal DATE 01-08-24

ADDRESS 25158 W. OAK ln.
Antioch IL 60002

TELEPHONE NUMBER: Home:

Work: 224-214-7246

DATE & TIME OF ACCIDENT OR LOSS 12-16-23

LOCATION OF ACCIDENT Hwy-C Kenosha

DESCRIPTION OF ACCIDENT OR LOSS #351499 (Policereport)
please see attached

WITNESS: Name

Address

Phone

AMOUNT OF CLAIM (damages) $ 9,000

CLAIMANT'S SIGNATURE K Kouk

**Please attach receipts, estimates, and/or other supporting data to this form.**

RETURN THIS FORM TO: KENOSHA COUNTY CLERK
1010 – 56TH STREET
KENOSHA WI 53140

LL13

## Elizabeth Iwen

**From:** Kim Koukal <koukal3@yahoo.com>
**Sent:** Monday, January 8, 2024 12:53 PM
**To:** County Clerk
**Subject:** Notice of claim-addition

Caution: This email originated from outside the organization. Do not click links or open attachments unless you recognize and trust the sender.

Description of accident**loss/damage-
KENOSHA COUNTY SHERIFF police cruiser made a uturn with NO EMERGENCY LIGHTS ON and turned into the side of my car:( Causing damage,please see enclosed estimate and tow charge.
Any additional information please call/email Thank you!!
*PLEASE CONFIRM EMAILREQUEST RECEIVED*
SHALOM-
KimKoukal
Sent from my iPhone

# Antioch Automotive Towing and Recovery

285 Main Street, Antioch IL 60002
Phone: (847) 395-8400 | Fax : (847) 395-8412

# Impound Invoice

Printed 12/18/2023

| | | | |
|---|---|---|---|
| **Unspecified** | Dean Koukal | | 847-838-3869 |
| **Released To** | | | |
| **Call #** | 20718 | **Reason for Impound** | Accident |
| **Stock #** | 16991199 | **VIN Number** | 3N1CN7AP3CL807996 |
| **Account** | Cash/Private Retail Customer | **Model** | 2012 Nissan Versa |
| **Date/Time Requested** | 12/16/2023 11:58 PM | **License Plate** | EA 20461 (IL) |
| **Date/Time Impounded:** | 12/16/2023 11:58 PM | **Drivable** | Yes |
| **Date/Time Released:** | 12/18/2023 12:02 PM | **Keys** | Yes 149 |
| **Days Held in Impound** | 3 days | **Towed from** | hwy c and 94 13200 hwy c |
| | | **Stored at** | Antioch Automotive Towing and Recovery<br>285 Main St., Antioch IL 60002 |

| **Storage charges** | **Quantity** | **Price** | **Line Total** |
|---|---|---|---|
| (Storage - Storage Fees) Inside Storage | 3 | $65.00 | $195.00 |

| **Towing charges** | **Quantity** | **Price** | **Line Total** |
|---|---|---|---|
| (Towing) Police Accident Tow | 1 | $290.00 | $290.00 |

| | |
|---|---|
| **Towing SubTotal** | $290.00 |
| **Storage - Storage Fees SubTotal** | $195.00 |
| **Subtotal** | $485.00 |
| **Taxes** | $0.00 |
| **Grand Total** | **$485.00** |
| **Amount Due:** | **$0.00 / Paid** |

**Visa payment (Ref # 1316) of $485.00 applied on 12/18/2023**

Antioch Automotive Towing and Recovery appreciates your business; if you have any questions regarding this invoice, please contact us at (847) 395-8400.

**Signature:** _____ **Date:** _____

PAID

# BODY CRAFT

40 WEST HWY 173, ANTIOCH, IL 60002
Phone: (847) 395-0076

Workfile ID: 587409c7
PartsShare: 7KjhMz

## Preliminary Estimate

**Customer: koukal, dean**

**Job Number:**

Written By: Tony Maglio

Insured: koukal, dean
Type of Loss:
Point of Impact:

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

**Owner:**
koukal, dean
(224) 430-4009 Cell

**Inspection Location:**
BODY CRAFT
40 WEST HWY 173
ANTIOCH, IL 60002
Repair Facility
(847) 395-0076 Business

**Insurance Company:**

## VEHICLE

2012 NISS Versa S w/Continuously Variable Transmission 4D SED 4-1.6L Gasoline SMPI

VIN: 3N1CN7AP3CL807996
License:
State:

Interior Color:
Exterior Color:
Production Date:

Mileage In:
Mileage Out:
Condition:

Vehicle Out:
Job #:

**TRANSMISSION**
Automatic Transmission
Overdrive
**POWER**
Power Steering
Power Brakes
**DECOR**
Dual Mirrors
**CONVENIENCE**
Air Conditioning
Intermittent Wipers
Tilt Wheel
Rear Defogger
Message Center
**RADIO**
AM Radio
FM Radio
Stereo
Search/Seek
CD Player
Auxiliary Audio Connection
**SAFETY**
Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
Front Side Impact Air Bags
Head/Curtain Air Bags
**SEATS**
Cloth Seats
Bucket Seats
Reclining/Lounge Seats
**WHEELS**
Wheel Covers
**PAINT**
Clear Coat Paint
**OTHER**
Traction Control
Stability Control
Power Trunk/Liftgate

**Customer: koukal, dean** **Job Number:**

2012 NISS Versa S w/Continuously Variable Transmission 4D SED 4-1.6L Gasoline SMPI

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 43 | | R&I | LT Lwr ctr plr trim charcoal | | | | 0.3 | |
| 44 | | R&I | RT W'strip on body rear charcoal | | | | 0.3 | |
| 45 | | R&I | LT W'strip on body rear charcoal | | | | 0.3 | |
| 46 | | R&I | RT W'strip on body front, to 09/2011 charcoal | | | | 0.3 | |
| 47 | | R&I | LT W'strip on body front, to 09/2011 charcoal | | | | 0.3 | |
| 48 | **FRONT DOOR** | | | | | | | |
| 49 | * | Repl | LKQ RT door assy +25% | HMA003BAAB | 1 | 468.75 | 1.7 | 3.0 |
| 50 | | | Overlap Major Adj. Panel | | | | | -0.4 |
| 51 | | | Add for Clear Coat | | | | | 0.5 |
| 52 | | Repl | RT Black out tape | 808183BA0A | 1 | 29.95 | 0.2 | |
| 53 | | R&I | RT Belt molding | | | | 0.3 | |
| 54 | | R&I | RT R&I mirror | | | | 0.3 | |
| 55 | | R&I | RT Run w'strip | | | | 0.2 | |
| 56 | | R&I | RT Window regulator w/o power | | | | 0.3 | |
| 57 | | R&I | RT Handle, outside black | | | | 0.4 | |
| 58 | | R&I | RT Lock w/o power | | | | 0.4 | |
| 59 | | R&I | RT Water deflector w/o power window | | | | 0.1 | |
| 60 | | R&I | RT Door trim panel w/o power window | | | | 0.5 | |
| 61 | # | Rpr | overhaul lkq door | | | | 2.0 | |
| 62 | **REAR DOOR** | | | | | | | |
| 63 | * | Repl | LKQ RT door assy +25% | HBA003BAAB | 1 | 268.75 | 1.6 | 2.9 |
| 64 | | | Overlap Major Adj. Panel | | | | | -0.4 |
| 65 | | | Add for Clear Coat | | | | | 0.5 |
| 66 | | R&I | RT Door w'strip | | | | 0.3 | |
| 67 | | R&I | RT Belt w'strip | | | | 0.3 | |
| 68 | * | R&I | RT Run w'strip | | | | 0.2 | |
| 69 | | R&I | RT Moveable glass Nissan | | | | 0.5 | |
| 70 | | R&I | RT Fixed glass Nissan | | | | 0.4 | |
| 71 | | R&I | RT Window regulator w/o power | | | | 0.4 | |
| 72 | | R&I | RT Handle, outside black | | | | 0.4 | |
| 73 | | R&I | RT Lock w/o power | | | | 0.4 | |
| 74 | # | Rpr | overhaul lkq rear door | | | | 2.0 | |
| 75 | **QUARTER PANEL** | | | | | | | |
| 76 | * | Blnd | RT Quarter panel | | | | | 1.1 |
| 77 | | R&I | RT Upper qtr trim | | | | Incl. | |
| 78 | **REAR BODY & FLOOR** | | | | | | | |
| 79 | | R&I | RT Trunk side trim w/o split rear seat | | | | 0.2 | |
| 80 | # | Rpr | back mask rear glass | | | | 0.3 | |
| | | | | **SUBTOTALS** | | **4,421.99** | **38.9** | **17.0** |

**Customer: koukal, dean** **Job Number:**

2012 NISS Versa S w/Continuously Variable Transmission 4D SED 4-1.6L Gasoline SMPI

## ESTIMATE TOTALS

| Category | Basis | | Rate | Cost $ |
|---|---|---|---|---|
| Parts | | | | 4,368.49 |
| Body Labor | 35.9 hrs | @ | $ 62.00 /hr | 2,225.80 |
| Paint Labor | 17.0 hrs | @ | $ 62.00 /hr | 1,054.00 |
| Mechanical Labor | 1.0 hrs | @ | $ 119.00 /hr | 119.00 |
| Frame Labor | 2.0 hrs | @ | $ 95.00 /hr | 190.00 |
| Paint Supplies | 17.0 hrs | @ | $ 42.00 /hr | 714.00 |
| Miscellaneous | | | | 53.50 |
| Subtotal | | | | 8,724.79 |
| Sales Tax | $ 5,132.99 | @ | 8.0000 % | 410.64 |
| **Grand Total** | | | | **9,135.43** |

ILLINOIS LAW REQUIRES THAT VEHICLE REPAIRERS MUST BE LICENSED IN ACCORDANCE WITH SECTION 5-301 OF THE ILLINOIS VEHICLE CODE.

This estimate has been prepared based on the use of crash parts supplied by a source other than the manufacturer of your motor vehicle. Warranties applicable to these replacement parts are provided by the manufacturer or distributor of these parts rather than the manufacturer of your vehicle.