

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

**Village Board Meeting
Agenda
Tuesday, Nov. 25, 2025
5:30 p.m.**

Village Board Meeting:	
Item #	
1	Call to order
2	Pledge of Allegiance
3	Consent and Approval of Minutes of Regular meeting Nov. 11, 2025, Vouchers dated Nov. 13 & 20.
4	Correspondence: none
5	Citizens Comments
6	President and Trustee Comments
7	Public Hearing on the 2026 Budget
8	Action on proposed Resolution 2025-016, a Resolution authorizing the adoption of the 2026 Budget, authorizing positions authorizing fees, and setting the tax levy
9	Action on the Capital Improvement Plan
10	Action on proposed on Resolution 2025-017 Authorizing to Allocate a Portion of 2026 Property Tax Payment from Ravine Park as Reimbursable Costs to the Developer
11	Action on proposed motion to approve proposed First Amendment to the Development Agreement with Shoreland Lutheran High School.
12	Action on proposed motion to approve proposal for Subsurface Exploration and Geotechnical Engineering Services for the 12-inch water main to cross under the railroad tracks.
13	Action on proposed motion to approve change to billing company for Fire & EMS Billing Services
14	Action on proposed motion to approve Resolution 2025-018 to create a designated account for the repayment of the Tawani Loan.

15	Public Hearing and action on Operator’s Licenses: Somers Market LLC Class “A” and “Class A” Liquor License Application, Somers Market LLC Cigarette Application and I-94 LLC Class “B” and “Class B” Liquor License Application
16	Action on Operator’s Licenses: Michael Voss, Diane Gastaldi, Tessa Kunschke, Shena Turner
17	Adjourn

I hereby certify that as the designee of the chief elected official of the Village of Somers, I posted this notice of the Nov. 25, 2025 Village Board Meeting Agenda in 1 public place & on the Village website.

Dated this 21st day of November 2025

Wendy Burnette, Clerk-Treasurer

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

**Village of Somers
Proceedings from the Regular Board Meeting November 11, 2025**

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

President Stoner led the Pledge of Allegiance.

Present: President Stoner, Trustees Ben Harbach, Karl Ostby, Jackie Nelson, Jack Aupperle, and Scott Fredrick. Trustee Smith was excused. Also present: Administrator Jim Hurley, Assistant Administrator Kevin Poirier, Clerk/Treasurer Wendy Burnette, and Chief Andersen.

Consent and Approval of Minutes of Regular meetings on October 28, 2025, Vouchers dated October 30, October 31st & November 6, October ACH Payments, October Building Report, and September Investment Statements

Trustee Ostby moved to approve the Minutes of Regular meetings on October 28, 2025, Vouchers dated October 30, October 31st & November 6, October ACH Payments, October Building Report, and September Investment Statements

Seconded by Trustee Nelson.

Trustee Harbach questioned a few invoices that were answered by Administrator Hurley.

Motion carried.6-0 vote.

Correspondence:

None

Citizen Comments

Ted Terletzky, 9015 12th Street, Kenosha, WI 53144, indicated he had a couple comments. First, back in the early fall he spoke to the board about updating the noise ordinance, particularly for construction workers. He indicated at that time that most board members agreed with doing something about updating the times. He stated it's been months, and he has not heard or seen anything regarding this matter being address. Would like to see the board take some type of action on this. Second, the water issue. He saw the letter that just went out to some residents near the post office to Hwy H asking them if they were interested in water. He stated he was very offended with that as the village never asked the homeowners from 100th to Hwy H if they wanted water. A board member at one of the meetings indicated that Shoreland High School had to have the water because if the sprinklers went off in the building their system would not support that. Homeowners know that based on the studies from Baxter Woodman and comments from the board that that system, west of 100th Ave, is inadequate and that's why the homeowners were not given the option. He stated the village needs the water main plus a water tower to make that system feasible according to the Baxter Woodman's reports. Then they mentioned let's

put the water tower from the post office down to H because that would really benefit the TID districts. Nothing about benefiting the homeowners. Nothing about benefiting Shoreland High School. This whole water main coming down E is nothing but an avenue to fix the problem that was installed when they did Pritzker. So why is he paying for that. The latest is the village is going to run it all the way from the post office to 100th Ave. Miraculously, the TID came up with 2M for them to drop them from 266 to 150 a foot. Why isn't it \$50 - \$75 a foot because that is what 100th Ave paid. That water main isn't for them, it's for the Village and TID district. He shared with some of the board member an article he read about assessments. Feels the rest of the board should look at it as it will give food for thought. In a nutshell it says, if an infrastructural improvement project benefits the village in an equal or a portion of, assessments are unconstitutional, it is illegal for the homeowners to pay for a problem the village benefits from. He is now asking if the village is going to save \$4-6 million dollars. He believes for the assessment to go away it would be \$2M he is asking the board to cover that because it is the village's problem west of 100th Ave that we are trying to fix with this water main and that came directly from Baxter Woodman. And if they are going to save 4-6M running it from the post office all the way down, he feels the village could make their assessment disappear and still be money ahead.

Jason Peters, 6910 111th Court, Kenosha, WI 53142, spoke about his support of the Resolution for Attorney Davison. He mentioned that Jeff meant a lot to him. He stated how great it was to have Jeff around to help him with the history and legal background when he first became the administrator for the village. Jeff will be greatly missed.

President and Trustee Comments

Trustee Nelson and Trustee Harbach thanked Trustee Ostby for going on his dime to Washington regarding the Somers Zip Code. Also wished Trustee Smith a speedy recovery.

Trustee Ostby stated the Washington trip went well. He feels very optimistic, and the likelihood is about 70%. He also thanked Public Works for a great job snowplowing this past week.

Trustee Harbach also thanked Trustee Ostby for going to Washington. He also questioned now that the government is going back to work, how will that affect our grant.

President Stoner stated that he has mentioned several times during meetings that if residents have any questions, they can always contact Assistant Administrator Poirier to set up a meeting with President Stoner as he is at the village most every day.

Discuss Municipal Judge's Vacancy

Administrator Hurley mentioned he received the resignation from Judge Kupfer. The judge's term does not end until April of 2027, but the Circuit Court Administrator stated we can appoint someone in the interim.

Discuss proposed 2026 General Fund Budget & Capital Improvement Plan

Administrator Hurley mentioned that he is still working on details and that the adoption of the budget will take place on November 25th.

Trustee Ostby mentioned that any questions that the board members may have should be presented to Administrator Hurley prior to meetings so that he has a chance to research.

Action on Second Amendment to Development Agreement with SRPF D/Burlington Rd, LLC (Somers Business Park)

Trustee Ostby moved to approve Second Amendment to Development Agreement with SRPF D/Burlington Rd, LLC (Somers Business Park)

Seconded by Trustee Harbach

Motion carried. 6-0 vote

Action on Maintenance Agreement with Oakwood Cemetery Association

Trustee Ostby moved to approve Maintenance Agreement with Oakwood Cemetery Association

Seconded by Trustee Fredrick

President Stoner wanted to know how much the maintenance agreement will be. Administrator Hurley stated \$8,000 for 2026, with possible negotiation after that.

Motion carried. 6-0 vote

Action on proposed Ordinance no. 2025-011, an ordinance creating Section 14.055 in Chapter 14 of the Municipal Code entitled “financial assurance for site grading and drainage” of the Village of Somers regarding financial assurance to ensure compliance with grading and drainage work for all new construction.

Trustee Nelson moved to approve Ordinance no. 2025-011, an ordinance creating Section 14.055 in Chapter 14 of the Municipal Code entitled “financial assurance for site grading and drainage” of the Village of Somers regarding financial assurance to ensure compliance with grading and drainage work for all new construction.

Seconded by Trustee Harbach

Motion carried 6-0 vote

Action on Resolution No. 2025-014 a resolution honoring the life and service of Village Attorney Jeffrey Davison.

Trustee Harbach moved to approve Resolution No. 2025-014 a resolution honoring the life and service of Village Attorney Jeffrey Davison.

Seconded by Trustee Fredrick

Trustee Nelson read aloud the 2025-014 Resolution honoring the life and service of Village Attorney Jeffrey Davison.

Motion carried. 6-0 vote

Action on Resolution no. 2025-015 a Resolution to add Johnson Financial Group as a Village depository of Village funds.

Trustee Fredrick moved to approve Resolution no. 2025-015 a Resolution to add Johnson Financial Group as a Village depository of Village funds.

Seconded by Trustee Harbach

Trustee Ostby mentioned that we will probably do something modest to start, like 250K CD.

Motion carried. 6-0 vote

Action on Ordinance 2025-010, an Ordinance to repeal and recreate chapter 11 entitled “sale of alcohol beverages,” section 11.05 entitled “licenses required,” subsection (d) entitled “license investigation,” of the Village of Somers municipal code.

Trustee Ostby moved to approve Ordinance 2025-010, an Ordinance to repeal and recreate chapter 11 entitled “sale of alcohol beverages,” section 11.05 entitled “licenses required,” subsection (d) entitled “license investigation,” of the Village of Somers municipal code.

Seconded by Trustee Aupperle

Clerk Burnette mentioned this ordinance would allow the board to approve an application prior to the inspections being complete. However, no license will be given to an establishment until the inspections are complete.

Motion Carried. 6-0 vote

Action on proposed contract with Kenosha County Sheriff’s Office for Law Enforcement Services for 2026

Trustee Ostby moved to approve contract with Kenosha County Sheriff’s Office for Law Enforcement Services for 2026

Seconded by Trustee Fredrick

Motion Carried. 6-0 vote

Action on Operator's Licenses: Eric Papelbon, Hayley Tench, Nicholas Katsma Emmanuel Wright, Stella Winston, Karen Lois, Damon Marz, Taylor Wilson Anisa Berryman, Michael Stewart Jr, Robert Love, Sabrina Riggins, Madison Nutile, Dominic Fevrier, Christa Schneider, Betsy Neemann, Amy Richards, Terri Keeling, Jozef Escamilla Dublin, Lindsey Tighe, Sean Spoerl.

Trustee Ostby moved to approve on Operator's Licenses: Eric Papelbon, Hayley Tench, Nicholas Katsma, Emmanuel Wright, Stella Winston, Karen Lois, Damon Marz, Taylor Wilson, Anisa Berryman, Michael Stewart Jr, Robert Love, Sabrina Riggins, Madison Nutile, Dominic Fevrier, Christa Schneider, Betsy Neemann, Amy Richards, Terri Keeling, Jozef Escamilla Dublin, Lindsey Tighe, Sean Spoerl

Seconded by Trustee Harbach

Motion carried. 6-0 vote

Motion to convene into closed session per Wisconsin State Statute §19.85(1)(c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, specifically, employee compensation

Roll Call: Trustee Fredrick Aye, Trustee Nelson Aye, Trustee Aupperle Aye, President Stoner Aye, Trustee Ostby Aye, Trustee Harbach Aye.

Motion to reconvene in Open Session (roll call vote required)

Roll Call: Trustee Fredrick Aye, Trustee Nelson Aye, Trustee Aupperle Aye, President Stoner Aye, Trustee Ostby Aye, Trustee Harbach Aye

Administrator Hurley mentioned that it has been recommended that the Municipal Court is to collect own payments and funds, and the clerk's office will serve as a backup for PTO hours.

Motion carried. 6-0 vote

Adjourn

Trustee Aupperle moved to Adjourn at 6:59 pm.

Seconded by Trustee Fredrick

Motion carried. 6-0 vote

These minutes were not officially approved by the Village Board. Drafted by Wendy Burnette Clerk/Treasurer on November 13, 2025

11/13/2025 02:14 PM
User: HKRUK
DB: Somers

CHECK REGISTER FOR VILLAGE OF SOMERS
CHECK DATE FROM 11/13/2025 - 11/13/2025

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank POOL POOLED CASH					
11/13/2025	POOL	65475	AT&T001	AT&T	301.47
11/13/2025	POOL	65476	BTM001	BOUND TREE MEDICAL LLC	2,074.56
11/13/2025	POOL	65477	AMOCO	BP KENOSHA TRAVEL PLAZA LLC	2,237.12
11/13/2025	POOL	65478	COLUMNS	COLUMN SOFTWARE PBC	111.83
11/13/2025	POOL	65479	FIRESAFETY	FIRE SAFETY USA INC	14,866.00
11/13/2025	POOL	65480	FIRESERV	FIRE SERVICE INC	2,185.16
11/13/2025	POOL	65481	UHS002	FROEDTERT SOUTH INC-OCC MED	244.25
11/13/2025	POOL	65482	GENCOM	GENERAL COMMUNICATIONS INC	70.00
11/13/2025	POOL	65483	HINCKLEY	HINCKLEY SPRINGS	56.94
11/13/2025	POOL	65484	JOHNS	JOHNS DISPOSAL SERVICE INC	3,250.00
11/13/2025	POOL	65485	KCSHERIF	KENOSHA CO SHERIFF DEPT	71,531.24
11/13/2025	POOL	65486	KWU001	KENOSHA WATER UTILITY	55,118.94
11/13/2025	POOL	65487	LINEX	LINE-X OF KENOSHA	995.50
11/13/2025	POOL	65488	MPIC	MUNICIPAL PROPERTY INSURANCE CO	31,616.00
11/13/2025	POOL	65489	PAY001	PAYNE & DOLAN INC	223.89
11/13/2025	POOL	65490	REGFEE	REGISTRATION FEE TRUST	5.00
11/13/2025	POOL	65491	RLBHYD	RLB HYDRAULIC SERVICE INC	289.81
11/13/2025	POOL	65492	SKK001	SEYMOUR KREMER KOCH LLP	2,838.62
11/13/2025	POOL	65493	TRICITY	TRI CITY NATIONAL BANK	37.50
11/13/2025	POOL	65494	VONBRIES	VON BRIESEN & ROPER SC	5,137.50
11/13/2025	POOL	65495	WEE002	WE ENERGIES	1,992.34
11/13/2025	POOL	65496	WBURNETTE	WENDY BURNETTE	150.00
11/13/2025	POOL	65497	WIDOA	WI DEPT OF ADMINISTRATION	350.00

POOL TOTALS:

Total of 23 Checks:	195,683.67
Less 0 Void Checks:	0.00
Total of 23 Disbursements:	195,683.67

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank POOL POOLED CASH					
11/20/2025	POOL	289 (E)	SAMSMC	SAM'S CLUB MC/SYNCR	1,045.80
11/20/2025	POOL	290 (E)	USBANK	US BANK NATIONAL ASSOCIATION	5,320.39
11/20/2025	POOL	291 (E)	WID002	WI DEPT OF JUSTICE	147.00
11/20/2025	POOL	65498	AED	AED ESSENTIALS INC	193.00
11/20/2025	POOL	65499	BAXTER	BAXTER & WOODMAN	63,518.80
11/20/2025	POOL	65500	BLAINFF	BLAIN SUPPLY INC	329.98
11/20/2025	POOL	65501	CSC001	CENTURY SECURITY	35.00
11/20/2025	POOL	65502	SPECTRUM	CHARTER COMMUNICATIONS	139.98
11/20/2025	POOL	65503	THELETTER	CHRISTINA CHATMAN	889.92
11/20/2025	POOL	65504	COLUMNS	COLUMN SOFTWARE PBC	99.49
11/20/2025	POOL	65505	CFS001	CONSERV FS, INC	112.50
11/20/2025	POOL	65506	CONWAY	CONWAY SHIELD	1,050.00
11/20/2025	POOL	65507	FIRESAFETY	FIRE SAFETY USA INC	1,345.95
11/20/2025	POOL	65508	GRAPHICS	GRAPHICS INC	148.00
11/20/2025	POOL	65509	KCJOINT	KENOSHA COUNTY JOINT SERVICES	61.90
11/20/2025	POOL	65510	KWU002	KENOSHA WATER UTILITY	5,780.00
11/20/2025	POOL	65511	MEN001	MENARDS - RACINE	173.04
11/20/2025	POOL	65512	MUNILAW	MUNICIPAL LAW & LITIGATION GROUP SC	707.20
11/20/2025	POOL	65513	PETTYCASH	PETTY CASH - CLERK TREASURER	1,467.25
11/20/2025	POOL	65514	QUADIANT	QUADIANT FINANCE USA INC	500.00
11/20/2025	POOL	65515	R&RINS	R & R INSURANCE SERVICES INC	18,326.83
11/20/2025	POOL	65516	RICOHUSA	RICOH USA, INC	163.90
11/20/2025	POOL	65517	SCHOOL001	SCHOOL PERCEPTIONS LLC	5,800.00
11/20/2025	POOL	65518	SOUTHPORT	SOUTHPORT ENGINEERED SYSTEMS	1,758.25
11/20/2025	POOL	65519	TELEFLEX	TELEFLEX LLC	1,995.00
11/20/2025	POOL	65520	WEE001	WE ENERGIES	262.05
11/20/2025	POOL	65521	WEE001	WE ENERGIES	21.33
11/20/2025	POOL	65522	WEE001	WE ENERGIES	188.91
11/20/2025	POOL	65523	WEE001	WE ENERGIES	125.40
11/20/2025	POOL	65524	WEE001	WE ENERGIES	210.86
11/20/2025	POOL	65525	WEE001	WE ENERGIES	17.82
11/20/2025	POOL	65526	WEE001	WE ENERGIES	671.75
11/20/2025	POOL	65527	WEE001	WE ENERGIES	5,642.18
11/20/2025	POOL	65528	WCMA	WISCONSIN CITY/COUNTY MANAGEMENT	75.00

POOL TOTALS:

Total of 34 Checks:	118,324.48
Less 0 Void Checks:	0.00
Total of 34 Disbursements:	118,324.48

**VILLAGE OF SOMERS
VILLAGE BOARD**

MEETING DATE: November 25, 2025

TO: Village President Stoner and Village Trustees

PREPARED BY: Jim Hurley, Administrator

AGENDA ITEM: #7 2026 General Fund Budget & Capital Improvement Plan

SUMMARY

At the last Work Session, the Village Board agreed to lower the levy amount to average a 3.5% year over year property tax increase. The Village's mill rate had substantially increased from last year due to a one-time correction in the Village's equalized values following the 2024 revaluation. Even a flat levy would have resulted in an average of a 12% property tax increase. In short, last year's mill rate was artificially low, so it was raised this year's rate to account for the difference.

From last week's draft 2026 budget, the proposed levy decreased from \$4,590,595 to \$4,444,545, a difference of \$509,036. The difference will primarily be filled by the estimated 2025 budget surplus. The mill rate decreased from \$4.32 to \$3.88.

While the levy reduction will not resolve the Village's long-term abated debt challenges, it will lower the total to \$31,769 in 2026.

2026 GENERAL FUND BUDGET OVERVIEW

Key 2026 Updates

- The net new construction rate is 2.47%.
- Village health insurance premium costs will increase by 2.3%, but overall costs to the Village reduced by 7% due to four employees opting not to take the Village's insurance.
- 3% percent pay increase for non-contract employees with exception of rate adjustments due to the Wage Study from Public Administration Associates.
- The new Fire/EMS contract includes increases as follows:

- 3% in 2026
- 3.5% in 2027
- 3.5% in 2028
- Increase in Sheriff's Contract by 3.3% or \$27,919.60
- Changes to Garbage Contract increased by 3%, or \$13,462.

Key changes in revenue from 2025 budget to 2026:

- Department property tax revenue decreased by \$442,636.
 - Contributing factors:
 - Village property taxes decreased by \$404,854.
 - (101-41000-41111)
 - Due to the use of estimated 2025 budgeted surplus and reserves to reduce year-over-year-property taxes to 3.5%.
 - Town property taxes decreased by \$64,582.
 - (101-41000-41112)
 - Note: Property revenue from the Town is declining due to annexations by the City of Kenosha. The Town portion of property tax revenue was further reduced from the prior draft budget to keep the Village's portion of property taxes above its base levy. This will not reduce the levy adopted by the Town Board last week.
 - Voluntary donation reduced by \$77,000 (included in Village Property Taxes).
 - (101-42000-421800)
 - Note: The Development Agreement with Ravine Park requires a voluntary payment to the Village. The annual

payment to the Village equates to half of the property tax incremental revenues from the residential component of the property for the previous year. Since the payment is via property taxes and the Village's tax portion must remain above the base levy, this portion of funds is incorporated in Village Taxes (101-41000-41111).

- Intergovernmental revenues increased by \$65,164
 - Contributing factors:
 - Ambulance Funding increased by \$34,500
 - (101-43000-43529)
 - Note: The budget is estimated based on State EMS-FAP funding. The Village received \$40,421 in 2025.
 - State Shared Revenue increased by \$14,698
 - (101-43000-43410)
 - Transportation Aid increased by \$9,791
 - (101-43000-43531)
 - Fire Insurance Due increased by \$5,000
 - (101-43000-43420)
 - Licenses and Permits revenue increased by \$2,624
 - Contributing factors:
 - Building Permits remained unchanged.
 - (101-44000-443000)
 - Cable Franchise Fees remained unchanged.
 - (101-44000-44121)

- Fines and Forfeitures increased by \$15,000
 - Contributing factors:
 - Court Penalties increased by \$15,000
 - (101-45000-45100)
 - 2025 year-to-date revenue is in excess of \$215,000.
- Public Charges for Services increased by \$201,365
 - Contributing factors
 - Fire and Rescue Service increased by \$150,000
 - (101-46000-46220)
 - Note: Recommended by the Fire/EMS Chief based on increase in EMS call volume and current fee schedule.
 - Developer Fees increased by \$55,000
 - (101-46000-46852)
 - Note: Increased based on revenue trend. 2025 year-to-date revenue is in excess of \$97,000.
- Miscellaneous Revenue increased by \$24,112
 - Contributing factors
 - Interest income remained unchanged.
 - (101-48000-48110)
 - Sale of Village property increased by \$18,452
 - (101-48000-48306)
 - Note: Sale of Public Works equipment and vehicles.

- Rental income increased by \$7,560
 - (101-48000-48200)
 - Note: Increased rent per cell tower contract and other rental agreements.
- Financing sources income increased by \$509,036.
 - (101-49000-49900)
 - Note: To reduce the average year over year property tax increase to 3.5%, the Village is applying funds from the estimated 2025 Budget surplus and reserves.
- Total Revenues in the 2026 budget totals \$7,468,350. This represents an increase over 2025 by \$297,665

Key changes in expenditures from 2025 budget to 2026:

- Municipal Court expenditures increased by \$6,532
 - Contributing factors
 - Salaries increased by \$3,304
 - (101-51210-50101)
- Village/Office Expenditures decreased by \$6,912.
 - Contributing factors
 - Equipment Lease & Rental increased by \$10,475
 - (101-51410-50503)
 - Note: Maintenance fees for 8 flock cameras plus 1 new.
 - Computer & website decrease by \$14,335

- (101-51410-50405)
- Note: Reduced based on current trend in expenses. New website will be under Capital Improvement Plan.
- Conferences and Training decreased \$11,051
- (101-51410-50701)
- Note: 2025 budget included training for BS&A conference.
- Clerk/Treasurer expenditures increased by \$16,025
 - Contributing factors
 - Salaries increased by \$11,621
 - (101-51420-50101)
- Conference & Training increased by \$2,000
 - (101-51420-50701)
- Elections expenditures increased by \$13,852
 - Contributing factors
 - Salaries increased by \$10,000
 - (101-51430-50101)
 - Note: Two additional elections scheduled in 2026.
 - Postage increased by \$2,287
 - (101-51430-50303).
- Village/Town Hall increased by \$7,849
 - Contributing Factors

- Building and Grounds increased by \$5,000.
 - (101-51610-50501)
- Other General Government expenditures increased by \$33,289
 - Contributing Factors
 - Legal expenses increased by \$25,000
 - Multiple
 - NOTE: Separated legal developer and prosecutor, and increased due to higher rates.
 - Collection expenses increased by \$15,000
 - (101-51910-50803)
 - NOTE: Increased is due to higher fees for collections services. Currently reviewing options for a new Fire/EMS billing company.
 - Other Miscellaneous Expenses increased by \$12,781.
 - (101-51910-50809)
 - NOTE: Increase to reflect estimated payment to the Town of Paris under our IGA. The Village is required to pay 1/2 the tax revenues on development in the Paris/Somers growth area.
 - Liability Insurance decreased by \$20,704.
 - (101-51910-50811)
 - NOTE: This is the Village's cost for property, liability, worker's compensation, and public officials. Worker's compensation decreased due to lower claims.
- Payments for Municipal Services increased by \$1,196.

- Contributing factors
 - Other miscellaneous expenses increased \$1,196.
 - (101-51913-50809)
 - NOTE: This is an estimate. Village pays out 90% to the City of Kenosha out of revenue. This line accounts for this amount.
- Law Enforcement increased by \$27,919
 - Contributing factors
 - Law Enforcement increased by \$27,919.
 - (101-52100-50406)
 - NOTE Estimated 3.3% compensation increase per contract.
- Fire Department expenditures increased by \$182,301
 - Contributing Factors
 - Prompted by salary increases and benefits primarily for entry level FF/EMTs. Total increase is \$169,613.
 - Multiple Accounts
 - Medical Supplies increased by \$8,000
 - (101-52210-50306)
 - Vehicle maintenance increased by \$5,500
 - (101-52210-50504)
 - Computer & website reduced by \$5,112.

- (101-52210-50405)
- Other Miscellaneous Expense reduced by \$2,000
 - (101-52210-50809)
- Equipment Capital Outlay reduced by \$3,000
 - (101-52210-50812)
- Building Inspection expenditures increased by \$9,592
 - Contributing factors
 - Salaries increased by \$4,253.
 - (101-52400-50101)
 - Equipment Capital increased by \$3,500.
 - (101-52400-50902)
- Public Works expenditures decreased by \$2,314
 - Contributing factors
 - Salaries, wages and benefits decreased by \$15,833.
 - Multiple Accounts
 - Note: reduction due to changes from experienced to entry level staffing, and staff member opting not to take the Village's health insurance.
 - Seasonal decreased by \$5,000.
 - (101-53100-50106)
 - Separated Road Maintenance and Salt and increased \$12,050.
 - Multiple Accounts.

- Conferences & Training decreased by \$2,000.
 - (101-53100-50701)
- Solid Waste expenditures increased by \$12,265
 - Contributing Factors
 - Garbage Collection increased by \$13,293.
 - (101-53620-50408)
 - Recycling increased by \$169
 - (101-53620-50608)
- Total Expenditures in the 2026 budget totals \$7,468,350 including contingency. This represents an increase over 2025 by \$297,665.

2026 Budget Proposed Levy

- General Fund Levy
 - The Village portion of the General Fund levy is proposed at \$3,449,476. This is a decrease \$404,854 from 2025.
 - The Town portion of the General Fund levy is proposed at \$237,465. This is a decrease of \$64,582 from 2025.
 - Total General Fund Levy is proposed at \$3,686,941. This decreased \$469,436.
- Debt Levy
 - The Village portion of the Debt Levy is proposed at \$995,069. This is an increase of \$35,795 from 2025 or a 3.73% increase.
 - The Town portion of the Debt Levy is proposed at \$72,843. This is an increase of \$3,165 from 2025 or 4.54% increase.

- Total Debt Levy is proposed at \$1,067,912. This is an increase of \$38,960 or 3.8%.
- The total Village and Town proposed tax levy is \$4,754,853. This is a decrease of \$430,475 from 2025.

2025 Proposed Village Tax Rate

Village Tax Rate change based on Levy		
2025		3.88082
2024		3.74962
Cost for Village Taxes for \$350,000 Home		
2025	\$	1,358.29
2024	\$	1,312.37
Difference	\$	45.92
Cost for Village Taxes for \$450,000 Home		
2025	\$	1,746.37
2024	\$	1,687.33
Difference	\$	59.04
Cost for Village Taxes for \$550,000 Home		
2025	\$	2,134.45
2024	\$	2,062.29
Difference	\$	72.16
Cost for Village Taxes for \$750,000 Home		
2025	\$	2,910.62
2024	\$	2,812.22
Difference	\$	98.40
Cost for Village Taxes for \$1,000,000 Home		
2025	\$	3,880.82
2024	\$	3,749.62
Difference	\$	131.20

2025 Proposed Town Tax Rate

Town Tax Rate based on Levy		
2025		2.53600
2024		2.99000
Cost for Town Taxes for \$350,000 Home		
2025	\$	887.60
2024	\$	1,046.50
Difference	\$	(158.90)
Cost for Village Taxes for \$450,000 Home		
2025	\$	1,141.20
2024	\$	1,345.50
Difference	\$	(204.30)
Cost for Town Taxes for \$550,000 Home		
2025	\$	1,394.80
2024	\$	1,644.50
Difference	\$	(249.70)
Cost for Town Taxes for \$750,000 Home		
2025	\$	1,902.00
2024	\$	2,242.50
Difference	\$	(340.50)
Cost for Village Taxes for \$1,000,000 Home		
2025	\$	2,536.00
2024	\$	2,990.00
Difference	\$	(454.00)

Other Key Points

- Net new construction in the Village caused a \$39,168,300 increase in equalized value or a 2.47% increase.

- The overall increase in TID equalized value in 2025 is \$181,885,300.
- The Village Tax Levy consists of General Fund (Fund 101) operating costs and Debt Service payments (Fund 301).
 - Staff has created a Budget Booklet containing detailed information used to determine both costs and revenues. A hard copy is available by request.
 - The electronic version of our Budget Spreadsheet includes notes for each line that define how each number is generated. Staff hopes that this will serve to prevent the loss of “institutional knowledge” on what each budget line entails.

CAPITAL IMPROVEMENT PLANS:

Total proposed requests for General Fund CIP are \$2,538,040. Project details are listed below by departments:

General Fund

Total requested for Paving is \$779,000.

- | | |
|-------------------------------------------------------|-----------|
| • 45th Street (STH 31 to 64th Ave.) Valley View Sub. | \$280,000 |
| • 64th Ave. (45th St. to 50th St.) Valley View Sub. | \$160,000 |
| • 50th St. (64th Ave. to STH 31) Valley View Sub. | \$90,000 |
| • 63rd Ave. (50th St. to 45th St.) Valey View | \$170,000 |
| • 46th Place (63rd Ave to Termination) Valley View | \$27,000 |
| • 48th Street (64th Ave. to 63rd Ave.) Valley View | \$52,000 |

Total requested from Public Works is \$160,020.

- | | |
|-----------------------------------------------------------------------------------------|-----------|
| • Peterbilt Vac-Truck move to 2026- 1/2 paid by sewer, 25% stormwater fund, 25% general | \$152,500 |
| • Camera and Installation for Yard Waste | |
| • Asset Management / CMMS/GIS integrated asset system | \$5,500 |

\$2,020

Total requested by Public Safety is \$1,544,020.

- Pumper/tender - replace 2011 NFPA Rosenbauer \$1,000,000
- New Lucas CPR machine #2 \$20,000
- TNT Extrication Tool replacement \$50,000
- ATV Trailer \$12,000
- New Ambulance (replacing 2017 ambulance) \$460,000
- Asset Management / CMMS/GIS integrated asset system \$2,020

Total requested by Administration is \$55,000.

- Website Upgrade \$25,000
- Replacement Computer Plan \$20,000
- Village Buildings HVAC Repairs \$5,000
- Court Door \$5,000

Sewer Fund CIP:

Total proposed requests for Sewer Fund CIP are \$1,780,290

- I&I Replacement/Repaid Program-Sanitary Sewer Rehab – Televising and Engineering \$200,000
- 13th Ave. Lift Station Upgrades \$160,500
- Asset Management / CMMS/GIS integrated asset system \$4,040

• Air Release Valve Force Main Evaluation / Replacement	\$20,000
• Sanitary Sewer Lining / Replacement	\$915,000
• Pump Stock (Annual) 2 years	\$10,000
• Manhole Rehabilitation (2026-2035)	\$25,000
• Valley View Paving Sanitary Adjustment	\$90,750
• Pike Creek Super Flush	\$50,000
• Peterbilt Vac Truck (50% Sewer Fund)	\$305,000

Water Fund CIP:

Total proposed requests for Water Fund CIP are \$137,020.

• GIS / Mapping Improvements-Improve GIS accuracy and tracking	\$2,020
• Meter Replacement Program	\$87,000
• Hydrants (5 yr prj. Split evenly) carry forward any unused funds up to \$18,000	\$18,000
• Water valve replacement - carry forward any unused funds up to \$10,000	\$10,000
• Meter swap at the metering pits	\$20,000

Stormwater Fund CIP:

Total proposed requests for Stormwater Fund CIP are \$254,449 (removed \$125k for storm water planning).

• Green Bay Road Mueller Parcel (carried over from 2024)	\$40,000
• Neumiller Phase II	\$21,949

- Davis Culvert \$40,000
- Peterbilt Vac-Truck move to 2026- 25% Stormwater \$152,500

The General Fund budget as presented is balanced. It includes the necessary basic services for the citizens of Somers. The Board can still suggest and make changes to the proposed budget.

ATTACHMENTS:

2026 Budget Resolution

Proposed 2026 Budget

2026 Consolidated CIP

General Fund CIP Request Forms

RESOLUTION 2025-016
RESOLUTION AUTHORIZING THE ADOPTION OF THE 2026 BUDGET,
AUTHORIZING POSITIONS, AUTHORIZING FEES AND SETTING THE TAX LEVY

WHEREAS, the Village of Somers requires the adoption of an annual budget appropriating monies to finance activities of the Village for the ensuing fiscal year, authorizing positions, fees and setting an annual tax levy; and

WHEREAS, the Village Board has reviewed and discussed the 2026 Budget as proposed by the Administrator; and

WHEREAS, the proposed budget was published in the official newspaper for the Village of Somers; and

WHEREAS, a public hearing on the proposed budget was held on November 25th, 2025; and

WHEREAS, the 2026 Budget requires a tax levy to partially finance the appropriations.

NOW THEREFORE, the Village Board of the Village of Somers, Kenosha County, Wisconsin does hereby resolve:

1. That the Village's Proposed Budget as set forth in Exhibit A, which is attached hereto and incorporated herein, are authorized and approved, be and is hereby adopted as the Village of Somers 2026 Budget. A copy of the 2026 Budget shall be on file with the Village Clerk.
2. That the ERU for the storm water utility shall be \$43.32 for 2026, and such charge is authorized and approved.
3. That the amount of \$4,444,545 be levied and assessed upon the taxable property for the 2026 budget year and that the Village Clerk is authorized to set and establish the appropriate mill rate based on the final assessed value of the Village.

Adopted by the Village Board of the Village of Somers, Kenosha County, Wisconsin, this 25th day of November, 2025.

Village of Somers

By _____
George Stoner, President

Attest _____
Wendy Burnette, Village Clerk

EXHIBIT “A”



2026

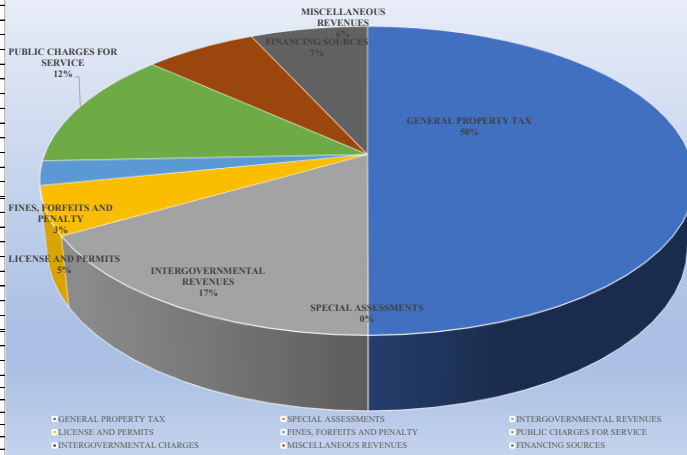
Budget

Booklet

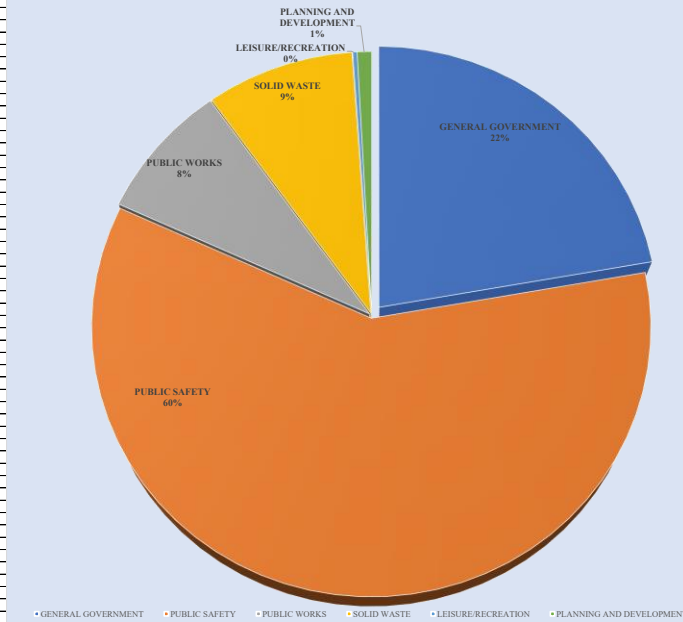
2026 GENERAL FUND BUDGET

2026 PROPOSED BUDGET	
GENERAL FUND	
REVENUES:	
GENERAL PROPERTY TAX	3,732,141
SPECIAL ASSESSMENTS	-
INTERGOVERNMENTAL REVENUES	1,249,031
LICENSE AND PERMITS	380,125
FINES, FORFEITS AND PENALTY	190,025
PUBLIC CHARGES FOR SERVICE	922,280
INTERGOVERNMENTAL CHARGES	-
MISCELLANEOUS REVENUES	485,712
FINANCING SOURCES	509,036
TOTAL REVENUES	\$ 7,468,350
EXPENDITURES:	
GENERAL GOVERNMENT	1,663,395
PUBLIC SAFETY	4,443,391
PUBLIC WORKS	618,504
SOLID WASTE	659,987
LEISURE/RECREATION	19,016
PLANNING AND DEVELOPMENT	64,057
TOTAL EXPENDITURES	\$ 7,468,350

**Somers General Fund
2026 Estimated Revenues**



**Somers General Fund
2026 Estimated Expenditures**



BUDGET REPORT FOR SOMERS VILLAGE AND TOWN							
Calculations as of 12/31/2025							
		2022	2023	2024	2025	2025	2026
		ACTIVITY	ACTIVITY	ACTIVITY	AMENDED	ACTIVITY	REQUESTED
GL NUMBER	DESCRIPTION				BUDGET	THRU 12/31/25	BUDGET
ESTIMATED REVENUES							
Dept 41000 - TAXES							
101-41000-41111	VILLAGE PROPERTY TAXES	3,239,424	3,315,695	3,570,366	3,854,330	3,854,331	3,449,476
101-41000-41112	TOWN PROPERTY TAXES	375,784	325,166	325,424	302,047	302,047	237,465
101-41000-41140	MOBILE HOME TAXES	13,718	79,626	43,142	12,200	40,390	40,000
101-41000-41150	PRIVATE AND MANAGED FOREST, WOODLA	200	200	202	200	181	200
101-41000-41320	TAXES FROM OTHER TAX EXEMPT ENTITIES		9,065	9,512	5,000	2,165	
101-41000-41800	INTEREST AND PENALTY ON TAXES						
101-41000-41910	OMITTED TAXES						
101-41000-41920	AG-USE PENALTY	7,659	72,625	17,952	1,000	10,521	5,000
101-41000-41930	BOUNDARY AGREEMENT						
Totals for dept 41000 - TAXES		3,636,785	3,802,377	3,966,598	4,174,777	4,209,635	3,732,141
Dept 42000 - SPECIAL ASSESSMENTS							
101-42000-42110	STREET IMPROVEMENT ASSESSMENTS						
101-42000-42180	VOLUNTARY DONATION	1,068,663	1,007,214	4,590	77,000	163,588	
101-42000-42190	OTHER SPECIAL ASSESSMENTS	8					
Totals for dept 42000 - SPECIAL ASSESSMENTS		1,068,671	1,007,214	4,590	77,000	163,588	
Dept 43000 - INTERGOVERNMENTAL							
101-43000-43212	FEMA GRANT	6,484	66,239				
101-43000-43219	SAFER GRANT						
101-43000-43300	OTHER FEDERAL PAYMENTS						
101-43000-43410	STATE SHARED REVENUE	188,766	189,442	442,040	453,828	463,519	468,526
101-43000-43411	PERSONAL PROPERTY AID	16,851	16,851	16,851	40,942	40,941	40,943
101-43000-43420	FIRE INSURANCE DUES	43,074	48,546	54,599	70,000	69,028	75,000
101-43000-43431	EXEMPT COMPUTER AID	3,797	3,797	3,797	3,797	3,797	3,797
101-43000-43432	EXPENDITURE RESTRAINT AID						
101-43000-43433	VIDEO SERVICE PROVIDER AID	24,485	24,485	24,485	24,485	24,485	24,485
101-43000-43529	AMBULANCE FUNDING	62,834	46,688	7,256	7,500	40,421	42,000
101-43000-43531	TRANSPORTATION AID	146,055	165,101	188,374	215,209	214,740	225,000
101-43000-43532	DISASTER DAMAGE AIDS						
101-43000-43534	LRIP FUNDING						
101-43000-43545	RECYCLING GRANT	29,795	29,810	29,854	29,855	29,833	30,000
101-43000-43690	OTHER STATE PAYMENTS						
101-43000-43691	PAYMENT FOR MUNICIPAL SERVICES	178,709	201,239	203,235	228,671	228,652	230,000
101-43000-43692	ENVIRONMENTAL IMPROVEMENT FUND	108,180	108,180	195,276	108,180	118,631	108,180
101-43000-43693	DNR GRANT - PW						
101-43000-43694	DNR GRANT - PS		1,006	3,213	1,400	996	1,100
101-43000-43791	OTHER LOCAL GOVERNMENT GRANTS - PS					1,872	
Totals for dept 43000 - INTERGOVERNMENTAL		809,030	901,384	1,168,980	1,183,867	1,236,915	1,249,031
Dept 44000 - LICENSES & PERMITS							
101-44000-44110	CLASS A LIQUOR LICENSES	6,600	5,410	5,400	5,400	6,020	6,000
101-44000-44111	CLASS B LIQUOR LICENSES	6,808	8,490	8,263	7,701	6,837	9,000
101-44000-44112	OPERATORS LICENSES	8,715	7,130	6,685	6,000	11,789	8,000
101-44000-44113	BUSINESS AND OCCUPATIONAL LICENSES	2,450	2,425	3,650	3,200	1,525	1,525
101-44000-44116	CIGARETTE LICENSES	1,500	1,400	1,000	1,200	1,200	1,200
101-44000-44121	CABLE FRANCHISE FEES	102,168	121,445	96,009	95,000	63,973	95,000
101-44000-44122	MOBILE HOME PARK LICENSES	700	700	200	700	100	500
101-44000-44130	DOG PARK LICENSES	170	(23)	128	300	(37)	400
101-44000-44131	DOG LICENSES	2,980	2,675	2,218	3,000	1,943	2,500
101-44000-44135	KENNEL LICENSES						
101-44000-44300	BUILDING PERMITS	903,597	997,762	241,756	250,000	529,100	250,000
101-44000-44900	OTHER LICENSES AND PERMITS	6,453	5,086	7,537	5,000	7,825	6,000
Totals for dept 44000 - LICENSES & PERMITS		1,042,141	1,152,500	372,846	377,501	630,275	380,125
Dept 45000 - FINES AND FORFEITURES							
101-45000-45100	COURT PENALTIES	109,864	124,590	189,564	175,000	223,718	190,000
101-45000-45102	ORDINANCE VIOLATION PENALTIES		37,500	(37,500)			
101-45000-45105	DOG PENALTIES	25	25	5	25		25
101-45000-45210	OTHER COURT PENALTIES						
Totals for dept 45000 - FINES AND FORFEITURES		109,889	162,115	152,069	175,025	223,718	190,025
Dept 46000 - PUBLIC CHARGES FOR SERVICES							
101-46000-46100	LICENSE PUBLICATION FEES	1,000	1,090	1,010	1,010	1,120	1,040
101-46000-46103	PREQUALIFICATION BID FEES	1,500	1,425	2,625	1,125	1,125	1,125
101-46000-46105	CHARGES FOR SERVICES	2,799	2,401	4,499	4,500		4,500
101-46000-46106	COURT SERVICE FEES						
101-46000-46220	FIRE AND RESCUE SERVICE FEES	629,385	820,213	939,153	950,000	721,719	1,100,000
101-46000-46221	FIRE INSPECTION FEES	38,156	2,741	43,355	32,500	7,395	33,000
101-46000-46222	BURN PERMITS	3,105	3,320	5,265	4,725	4,220	4,000
101-46000-46290	FIRE AND RESCUE ALLOWANCE	(251,754)	55,620	(272,778)	(325,000)	(275,942)	(330,000)
101-46000-46310	PUBLIC WORKS SERVICE FEES	2,188	2,687	10,397	3,500	2,668	4,500
101-46000-46431	LANDFILL PERMITS	150	50	130	150		150
101-46000-46440	WEED CUTTING FEES	5,978	4,982	9,267	5,000	4,990	9,250
101-46000-46445	POND MAINTENANCE FEES	5,005	5,910	6,330	6,330	5,700	6,390
101-46000-46590	OTHER HEALTH SERVICES						
101-46000-46742	AUDITORIUM RENTAL	375	375	125	375	125	125
101-46000-46743	FIELD RENTAL		150	200	2,700	400	200
101-46000-46750	RECREATION FEES - BASKETBALL		20				
101-46000-46751	RECREATION FEES - SOCCER						
101-46000-46752	RECREATION FEES - SOFTBALL						
101-46000-46753	RECREATION FEES - GOLF						
101-46000-46754	RECREATION FEES - FLAG FOOTBALL						
101-46000-46765	CONCESSION RENTAL						
101-46000-46851	DEVELOPER FILING FEES	26,605	3,600	2,400	4,000	1,800	3,000
101-46000-46852	DEVELOPER FEES	268,363	219,826	121,322	30,000	123,068	85,000
101-46000-46853	PLAN COMMISSION FEES						
Totals for dept 46000 - PUBLIC CHARGES FOR SERVICES		732,855	1,124,410	873,300	720,915	598,388	922,280

BUDGET REPORT FOR SOMERS VILLAGE AND TOWN							
Calculations as of 12/31/2025							
		2022	2023	2024	2025	2025	2026
		ACTIVITY	ACTIVITY	ACTIVITY	AMENDED BUDGET	ACTIVITY THRU 12/31/25	REQUESTED BUDGET
GL NUMBER	DESCRIPTION						
Dept 47000 - INTERGOVERNMENTAL CHARGES FOR SERVICES							
101-47000-47222	STATE HIGHWAY FIRES						
Totals for dept 47000 - INTERGOVERNMENTAL CHARGES FOR SERVICES							
Dept 48000 - MISCELLANEOUS REVENUES							
101-48000-48110	INTEREST INCOME	193,577	544,750	642,250	400,000	419,540	400,000
101-48000-48111	UNREALIZED GAIN/LOSS IN INVESTMENTS			43,711		27,814	
101-48000-48115	PENALTIES AND INTEREST INCOME	6,363	3,293	6,715	6,000	6,350	6,000
101-48000-48120	INTERFUND LOAN INTEREST INCOME						
101-48000-48130	SPECIAL ASSESSMENT INCOME						
101-48000-48200	RENTAL INCOME	62,710	60,291	41,996	27,600	36,004	35,160
101-48000-48303	SALE OF HIGHWAY PROPERTY						
101-48000-48306	SELL OF VILLAGE PROPERTY			496,634	10,000	29,952	28,452
101-48000-48307	SALE OF RECYCLCLABLES	12,471	23,835	14,697	2,000	1,101	2,100
101-48000-48500	DONATIONS - OTHER	3,000	3,000	8,300	3,000	1,000	2,000
101-48000-48510	DONATIONS - PARADE	10,475	10,553	9,100	10,000	13,250	10,000
101-48000-48520	DONATIONS - RECREATION						
101-48000-48900	MISCELLANEOUS REVENUE	4,433	76,358	2,408	3,000	8,694	2,000
Totals for dept 48000 - MISCELLANEOUS REVENUES		293,029	722,080	1,265,811	461,600	543,705	485,712
Dept 49000 - FINANCING SOURCES							
101-49000-49200	TRANSFER FROM OTHER FUNDS	50,750				80,671	
101-49000-49900	CONTINUING APPROPRIATIONS			(4,918)			509,036
Totals for dept 49000 - FINANCING SOURCES		50,750		(4,918)		80,671	509,036
TOTAL ESTIMATED REVENUES		7,743,150	8,872,080	7,799,276	7,170,685	7,686,895	7,468,350
APPROPRIATIONS							
Dept 51110 - VILLAGE BOARD							
101-51110-50101	SALARIES	47,996	47,996	48,365	48,000	41,166	48,000
101-51110-50201	FICA	3,650	3,671	3,700	3,672	3,149	3,672
101-51110-50202	RETIREMENT						
101-51110-50204	DENTAL INSURANCE						
101-51110-50301	OFFICE SUPPLIES		25	41	30		50
101-51110-50404	LEGAL						
101-51110-50701	CONFERENCES & TRAINING	110	228	110	500	334	300
101-51110-50702	TRAVEL	2,400	2,549	2,462	2,400	2,200	2,400
101-51110-50704	STRINGENT PLAN						
Totals for dept 51110 - VILLAGE BOARD		54,156	54,469	54,678	54,602	46,849	54,422
Dept 51120 - TOWN BOARD							
101-51120-50101	SALARIES	23,998	23,998	24,183	24,000	20,583	24,000
101-51120-50201	FICA	1,836	1,836	1,850	1,836	1,575	1,836
101-51120-50202	RETIREMENT						
101-51120-50206	POST RETIREMENT BENEFITS						
101-51120-50404	LEGAL						
101-51120-50405	COMPUTER AND WEBSITE						
101-51120-50604	TELEPHONE						
101-51120-50801	NEWSLETTER						
Totals for dept 51120 - TOWN BOARD		25,834	25,834	26,033	25,836	22,158	25,836
Dept 51130 - CIVIC COMMITTEE							
101-51130-50309	OTHER SUPPLIES AND EXPENSE	5,930	11,120	9,610	10,000	9,850	10,000
Totals for dept 51130 - CIVIC COMMITTEE		5,930	11,120	9,610	10,000	9,850	10,000
Dept 51210 - MUNICIPAL COURT							
101-51210-50101	SALARIES	57,833	59,161	61,084	69,082	59,191	72,386
101-51210-50102	WAGES						
101-51210-50201	FICA	4,233	4,509	4,669	5,285	4,522	5,538
101-51210-50202	RETIREMENT	3,365	3,129	3,299	3,625	3,106	3,957
101-51210-50203	HEALTH INSURANCE	8,593	9,176	10,161	10,992	10,076	11,249
101-51210-50204	DENTAL INSURANCE	1,745	819	556	556	509	567
101-51210-50205	LIFE INSURANCE	134	142	158	158	166	292
101-51210-50301	OFFICE SUPPLIES	1,616	616	616	630	488	600
101-51210-50303	POSTAGE						795
101-51210-50309	OTHER SUPPLIES AND EXPENSE	5,330	6,031	7,442	5,985	5,783	6,000
101-51210-50404	LEGAL						
101-51210-50405	COMPUTER AND WEBSITE						2,387
101-51210-50701	CONFERENCES & TRAINING	1,964	959	1,754	2,625	1,143	1,700
101-51210-50702	TRAVEL						
101-51210-50806	CODE ENFORCEMENT						
101-51210-50902	EQUIPMENT CAPITAL OUTLAY		160				
Totals for dept 51210 - MUNICIPAL COURT		84,813	84,702	89,739	98,938	84,984	105,471
Dept 51410 - VILLAGE/TOWN OFFICE							
101-51410-50101	SALARIES	220,171	159,825	196,732	172,453	146,706	179,417
101-51410-50102	WAGES	49,214	57,415	52,824	53,705	46,065	56,070
101-51410-50104	OVERTIME	212			1,500		498
101-51410-50201	FICA	19,866	16,294	18,969	17,416	14,686	18,053
101-51410-50202	RETIREMENT	18,126	14,120	18,279	15,718	12,370	16,955
101-51410-50203	HEALTH INSURANCE	47,876	54,301	49,641	55,763	43,817	46,002
101-51410-50204	DENTAL INSURANCE	3,329	4,082	3,108	3,731	2,994	3,148
101-51410-50205	LIFE INSURANCE	504	419	538	538	354	566
101-51410-50206	POST RETIREMENT BENEFITS	2,268	2,423	2,458	2,581	2,397	2,689
101-51410-50207	UNEMPLOYMENT						
101-51410-50301	OFFICE SUPPLIES	4,118	5,562	7,017	8,000	5,140	8,000
101-51410-50302	COPIER	2,530	2,240	2,181	2,332	1,834	2,700
101-51410-50303	POSTAGE	3,930	4,236	4,202	3,500	3,325	1,590
101-51410-50309	OTHER SUPPLIES AND EXPENSE	9,441	12,112	19,127	15,000	8,697	20,852
101-51410-50404	LEGAL	23,296	20,419	24,539	30,000	29,696	35,000
101-51410-50405	COMPUTER AND WEBSITE	44,600	34,293	30,630	52,779	26,172	38,444
101-51410-50503	EQUIPMENT LEASE AND RENTAL	1,560	1,560	13,015	19,100	28,560	29,575

BUDGET REPORT FOR SOMERS VILLAGE AND TOWN							
Calculations as of 12/31/2025							
		2022	2023	2024	2025	2025	2026
		ACTIVITY	ACTIVITY	ACTIVITY	AMENDED	ACTIVITY	REQUESTED
GL NUMBER	DESCRIPTION				BUDGET	THRU 12/31/25	BUDGET
101-51410-50701	CONFERENCES & TRAINING	110	2,580	5,807	21,051	7,039	10,000
101-51410-50702	TRAVEL	1,620	2,539	1,800	1,800	300	1,800
101-51410-50801	NEWSLETTER						
101-51410-50805	ADMINISTRATIVE CHARGE	(93,260)	(111,692)	(115,255)	(117,408)	(96,597)	(118,311)
101-51410-50902	EQUIPMENT CAPITAL OUTLAY		359		400		
Totals for dept 51410 - VILLAGE/TOWN OFFICE		359,511	283,087	335,612	359,959	283,555	353,048
Dept 51420 - CLERK/TREASURER							
101-51420-50101	SALARIES	59,543	47,125	49,156	70,200	59,645	81,821
101-51420-50201	FICA	3,557	3,573	3,749	5,370	4,563	6,259
101-51420-50202	RETIREMENT	2,413	3,203	3,361	4,879	4,147	5,891
101-51420-50203	HEALTH INSURANCE	10,298	14,683	8,453	24,716	21,192	25,295
101-51420-50204	DENTAL INSURANCE	785	1,047	503	1,408	1,116	1,437
101-51420-50205	LIFE INSURANCE	37	30	131	305	200	287
101-51420-50206	POST RETIREMENT BENEFITS	246	291	73	291		306
101-51420-50301	OFFICE SUPPLIES	250	460		500	460	500
101-51420-50309	OTHER SUPPLIES AND EXPENSE	250		5	500	215	500
101-51420-50701	CONFERENCES & TRAINING	2,518	1,620	1,409	2,000	743	4,000
101-51420-50702	TRAVEL	1,640	1,800	1,758	2,000	1,575	2,598
101-51420-50902	EQUIPMENT CAPITAL OUTLAY				700		
Totals for dept 51420 - CLERK/TREASURER		81,537	73,832	68,598	112,869	93,856	128,894
Dept 51421 - LICENSE PUBLICATION FEES							
101-51421-50305	PRINTING AND PUBLISHING	948	153	591	800	856	700
Totals for dept 51421 - LICENSE PUBLICATION FEES		948	153	591	800	856	700
Dept 51430 - ELECTIONS							
101-51430-50101	SALARIES	19,763	7,420	22,765	10,000	9,843	20,000
101-51430-50104	OVERTIME						
101-51430-50201	FICA	1,512	568	1,742	765	753	1,530
101-51430-50202	RETIREMENT						
101-51430-50203	HEALTH INSURANCE						
101-51430-50204	DENTAL INSURANCE						
101-51430-50303	POSTAGE	2,534	510	3,606	2,960	2,015	5,247
101-51430-50309	OTHER SUPPLIES AND EXPENSE	2,369	1,822	5,757	3,000	1,260	3,000
101-51430-50409	OTHER CONTRACTED SERVICES						
101-51430-50701	CONFERENCES & TRAINING	169					
101-51430-50902	EQUIPMENT CAPITAL OUTLAY	1,362	2,538	1,404	1,000	1,677	1,800
Totals for dept 51430 - ELECTIONS		27,709	12,858	35,274	17,725	15,548	31,577
Dept 51510 - ASSESSOR							
101-51510-50301	OFFICE SUPPLIES	696	977	7,887	1,000	954	1,000
101-51510-50407	ASSESSMENT	32,005	190,600	59,500	59,500	54,542	59,500
Totals for dept 51510 - ASSESSOR		32,701	191,577	67,387	60,500	55,496	60,500
Dept 51520 - BOARD OF REVIEW							
101-51520-50101	SALARIES				400		400
101-51520-50201	FICA				31		31
101-51520-50202	RETIREMENT						
101-51520-50309	OTHER SUPPLIES AND EXPENSE			101	100		
101-51520-50404	LEGAL				500	456	500
101-51520-50701	CONFERENCES & TRAINING	45		56	60		
Totals for dept 51520 - BOARD OF REVIEW		45		157	1,091	456	931
Dept 51610 - VILLAGE/TOWN HALL							
101-51610-50309	OTHER SUPPLIES AND EXPENSE	4,008	3,621	1,501	2,000	1,047	2,445
101-51610-50409	OTHER CONTRACTED SERVICES	5,405	5,244	5,300	5,200	4,300	5,200
101-51610-50501	BUILDINGS AND GROUNDS	18,456	25,035	23,657	25,000	27,370	30,000
101-51610-50602	ELECTRICITY	12,617	12,733	12,827	13,465	9,961	14,000
101-51610-50603	GAS	6,330	4,446	4,541	5,775	3,672	5,900
101-51610-50604	TELEPHONE	4,757	4,088	4,282	6,756	7,698	8,000
101-51610-50606	WATER AND SEWER	3,243	7,836	6,837	6,400	2,091	6,900
101-51610-50902	EQUIPMENT CAPITAL OUTLAY						
Totals for dept 51610 - VILLAGE/TOWN HALL		54,816	63,003	58,945	64,596	56,139	72,445
Dept 51910 - OTHER GENERAL GOVERNMENT							
101-51910-50304	MEMBERSHIPS	4,496	4,954	5,428	5,543	913	6,560
101-51910-50305	PRINTING AND PUBLISHING	978	2,053	1,319	1,000	469	1,000
101-51910-50401	AUDITING AND ACCOUNTING	23,213	25,163	23,546	24,000	23,982	25,195
101-51910-50402	CONSULTING AND FINANCIAL ADVISOR	945	4,721	48,132	10,000	41,404	10,000
101-51910-50403	ENGINEERING AND INSPECTION	233,698	190,015	44,268	11,000	70,387	15,000
101-51910-50404	LEGAL	115,691	87,843	92,468	75,000	76,444	70,000
101-51910-50409	OTHER CONTRACTED SERVICES	20,000		5,294	5,000	21,561	5,000
101-51910-50412	LEGAL-PROSECUTOR						30,000
101-51910-50802	ILLEGAL AND UNCOLLECTIBLE TAXES						
101-51910-50803	COLLECTION EXPENSE	42,076	54,006	49,900	55,000	50,103	70,000
101-51910-50804	UNCOLLECTIBLE ACCOUNTS	2,615					
101-51910-50808	PRIOR YEAR EXPENSES	23,761		10,536	10,000	(5,017)	5,000
101-51910-50809	OTHER MISCELLANEOUS EXPENSES	2,784	5,637	50,833	148,768	8,551	161,549
101-51910-50811	LIABILITY INSURANCE	191,695	197,039	185,880	233,540	190,777	212,836
101-51910-50812	WORKER'S COMPENSATION INSURANCE						
101-51910-50813	PROPERTY INSURANCE						
101-51910-50913	PAYING AGENT FEES						
Totals for dept 51910 - OTHER GENERAL GOVERNMENT		661,952	571,431	517,604	578,851	479,574	612,140
Dept 51911 - UNION							
101-51911-50404	LEGAL	2,553			500		
Totals for dept 51911 - UNION		2,553			500		
Dept 51912 - INTERGOVERNMENTAL AGREEMENTS							
101-51912-50404	LEGAL						
Totals for dept 51912 - INTERGOVERNMENTAL AGREEMENTS							

BUDGET REPORT FOR SOMERS VILLAGE AND TOWN							
Calculations as of 12/31/2025							
		2022	2023	2024	2025	2025	2026
		ACTIVITY	ACTIVITY	ACTIVITY	AMENDED BUDGET	ACTIVITY THRU 12/31/25	REQUESTED BUDGET
GL NUMBER	DESCRIPTION						
Dept 51913 - PAYMENTS FOR MUNICIPAL SERVICES							
101-51913-50809	OTHER MISCELLANEOUS EXPENSES	160,838	176,389	182,912	205,804	205,787	207,000
Totals for dept 51913 - PAYMENTS FOR MUNICIPAL SERVICES		160,838	176,389	182,912	205,804	205,787	207,000
Dept 51999 - CONTINGENCY							
101-51999-50809	OTHER MISCELLANEOUS EXPENSES						
Totals for dept 51999 - CONTINGENCY							
Dept 52100 - LAW ENFORCEMENT							
101-52100-50406	LAW ENFORCEMENT	649,635	744,709	801,462	858,375	729,034	886,294
Totals for dept 52100 - LAW ENFORCEMENT		649,635	744,709	801,462	858,375	729,034	886,294
Dept 52210 - FIRE DEPARTMENT							
101-52210-50101	SALARIES	811,702	909,146	1,028,815	1,186,447	928,688	1,304,149
101-52210-50103	PART-TIME	121,769	204,636	181,243	243,500	190,885	250,000
101-52210-50104	OVERTIME	109,749	171,357	171,815	135,000	126,421	150,000
101-52210-50107	OFFICERS	15,613	17,755	17,897	18,000	14,915	18,000
101-52210-50108	PAID ON CALL	119,032	110,303	121,401	130,000	117,884	130,000
101-52210-50109	PAID ON PREMISES		1,338	111,819	115,000	82,905	115,000
101-52210-50201	FICA	86,701	107,825	124,185	139,838	111,363	150,487
101-52210-50202	RETIREMENT	121,768	158,960	192,122	233,186	180,252	252,948
101-52210-50203	HEALTH INSURANCE	231,169	248,603	317,468	418,944	367,024	424,965
101-52210-50204	DENTAL INSURANCE	15,518	16,138	18,439	23,110	19,883	23,573
101-52210-50205	LIFE INSURANCE	1,205	1,071	2,055	2,302	1,508	2,677
101-52210-50206	POST RETIREMENT BENEFITS	697	892	3,074	3,232	2,203	2,174
101-52210-50207	UNEMPLOYMENT					84	100
101-52210-50208	LENGTH OF SERVICE						
101-52210-50302	COPIER	447	609	59	525	334	500
101-52210-50303	POSTAGE	73	114	144	200	112	200
101-52210-50306	MEDICAL SUPPLIES	35,724	43,278	42,748	47,000	46,299	55,000
101-52210-50307	GEAR AND CLOTHING	30,697	34,148	36,024	37,500	14,569	38,000
101-52210-50309	OTHER SUPPLIES AND EXPENSE	9,708	11,393	13,355	12,075	12,852	13,000
101-52210-50405	COMPUTER AND WEBSITE	17,381	16,445	18,844	26,595	13,457	21,483
101-52210-50502	EQUIPMENT MAINTENANCE	8,241	11,833	13,667	16,000	11,288	18,000
101-52210-50503	EQUIPMENT LEASE AND RENTAL	348	348	348	349	252	348
101-52210-50504	VEHICLE MAINTENANCE	28,191	36,588	45,270	44,500	55,528	50,000
101-52210-50601	FUEL - GASOLINE AND DIESEL	32,064	30,353	31,649	35,000	25,104	35,000
101-52210-50602	ELECTRICITY	17,164	17,978	18,906	19,950	14,796	20,000
101-52210-50603	GAS	9,051	6,342	6,203	10,000	4,980	7,500
101-52210-50604	TELEPHONE	10,025	6,684	6,580	12,000	7,444	12,000
101-52210-50606	WATER AND SEWER	8,648	9,159	11,415	11,035	8,563	11,985
101-52210-50609	PUBLIC FIRE PROTECTION						
101-52210-50701	CONFERENCES & TRAINING	21,480	22,967	31,788	29,000	12,248	30,000
101-52210-50703	FIRE PREVENTION	3,113	5,292	3,697	5,500	3,882	6,000
101-52210-50809	OTHER MISCELLANEOUS EXPENSES	16,659	18,171	21,086	20,000	15,660	18,000
101-52210-50812	WORKER'S COMPENSATION INSURANCE						
101-52210-50902	EQUIPMENT CAPITAL OUTLAY	69,637	75,973	33,444	36,000	27,360	33,000
Totals for dept 52210 - FIRE DEPARTMENT		1,953,574	2,295,699	2,625,560	3,011,788	2,418,743	3,194,089
Dept 52220 - FIRE COMMISSION							
101-52220-50101	SALARIES						
101-52220-50201	FICA						
101-52220-50701	CONFERENCES & TRAINING	140		160	300		
Totals for dept 52220 - FIRE COMMISSION		140		160	300		
Dept 52230 - PUBLIC FIRE PROTECTION							
101-52230-50609	PUBLIC FIRE PROTECTION	190,624	217,077	217,077	217,077	162,808	217,077
Totals for dept 52230 - PUBLIC FIRE PROTECTION		190,624	217,077	217,077	217,077	162,808	217,077
Dept 52300 - AMBULANCE							
101-52300-50804	UNCOLLECTIBLE ACCOUNTS						
Totals for dept 52300 - AMBULANCE							
Dept 52400 - BUILDING INSPECTIONS							
101-52400-50101	SALARIES	88,302	110,905	77,885	85,000	72,841	89,253
101-52400-50102	WAGES	6,470	7,418	6,950	7,069	6,063	7,432
101-52400-50201	FICA	7,048	9,058	6,485	7,044	6,007	7,396
101-52400-50202	RETIREMENT	6,115	6,384	5,855	6,399	5,484	6,961
101-52400-50203	HEALTH INSURANCE	25,579	10,478	2,182	2,526	2,205	2,585
101-52400-50204	DENTAL INSURANCE	1,736	699	128	137	119	139
101-52400-50205	LIFE INSURANCE	826	369	288	286	211	302
101-52400-50206	POST RETIREMENT BENEFITS				1,325		1,325
101-52400-50207	UNEMPLOYMENT						
101-52400-50309	OTHER SUPPLIES AND EXPENSE	570	2,298	2,032	2,211	1,992	2,683
101-52400-50403	ENGINEERING AND INSPECTION	1,179	3,711	4,253	4,500	2,286	4,725
101-52400-50405	COMPUTER AND WEBSITE	613	1,067	1,101	1,144	1,103	1,941
101-52400-50504	VEHICLE MAINTENANCE			58	200	44	210
101-52400-50601	FUEL - GASOLINE AND DIESEL				1,000	1,419	1,906
101-52400-50701	CONFERENCES & TRAINING		1,275	2,226	3,000	2,639	3,150
101-52400-50702	TRAVEL	793	2,570	1,756	2,100		
101-52400-50806	CODE ENFORCEMENT		200	169	500	52	525
101-52400-50902	EQUIPMENT CAPITAL OUTLAY			793			3,500
Totals for dept 52400 - BUILDING INSPECTIONS		139,231	156,432	112,161	124,441	102,465	134,033
Dept 53100 - PUBLIC WORKS							
101-53100-50101	SALARIES	33,030	32,849	37,733	39,548	35,708	41,045
101-53100-50102	WAGES	128,456	178,179	182,983	196,910	139,823	193,629
101-53100-50104	OVERTIME	1,420	3,607	3,724	3,500	6,098	7,250
101-53100-50105	SNOW REMOVAL	4,321	4,320	5,628	10,000	6,834	10,500
101-53100-50106	SEASONAL	22,558	21,293	26,818	40,000	27,349	35,000
101-53100-50201	FICA	14,424	18,296	19,315	22,182	16,279	21,988
101-53100-50202	RETIREMENT	11,555	14,839	15,668	16,955	12,465	18,174
101-53100-50203	HEALTH INSURANCE	48,928	66,399	68,414	93,449	60,111	76,389

BUDGET REPORT FOR SOMERS VILLAGE AND TOWN							
Calculations as of 12/31/2025							
		2022	2023	2024	2025	2025	2026
		ACTIVITY	ACTIVITY	ACTIVITY	AMENDED BUDGET	ACTIVITY THRU 12/31/25	REQUESTED BUDGET
GL NUMBER	DESCRIPTION						
101-53100-50204	DENTAL INSURANCE	3,603	4,839	5,121	5,639	3,540	3,901
101-53100-50205	LIFE INSURANCE	786	647	275	303	152	277
101-53100-50206	POST RETIREMENT BENEFITS	1,344	1,428	139	146	128	146
101-53100-50207	UNEMPLOYMENT	220	48				
101-53100-50307	GEAR AND CLOTHING			1,000	1,750	1,750	2,250
101-53100-50309	OTHER SUPPLIES AND EXPENSE	14,813	15,268	17,525	20,000	18,969	22,000
101-53100-50403	ENGINEERING AND INSPECTION						
101-53100-50405	COMPUTER AND WEBSITE						1,479
101-53100-50501	BUILDINGS AND GROUNDS						
101-53100-50504	VEHICLE MAINTENANCE	10,629	12,530	14,339	14,000	11,430	14,700
101-53100-50505	ROAD MAINTENANCE	65,809	65,010	70,630	85,000	75,013	57,050
101-53100-50506	DITCHING AND DRAINAGE						
101-53100-50509	SALT PURCHASE						40,000
101-53100-50601	FUEL - GASOLINE AND DIESEL	16,226	13,176	23,558	15,000	11,157	15,750
101-53100-50602	ELECTRICITY	10,885	10,986	11,068	11,000	8,593	11,000
101-53100-50603	GAS	5,461	3,836	3,918	6,021	3,168	5,000
101-53100-50604	TELEPHONE	1,037	660	574	600	810	1,016
101-53100-50606	WATER AND SEWER	6,486	13,425	9,385	9,120	6,064	9,500
101-53100-50607	STREET LIGHTS	20,753	23,246	23,712	24,195	20,718	26,460
101-53100-50701	CONFERENCES & TRAINING	1,990	2,657	1,000	2,000	884	
101-53100-50702	TRAVEL		146				
101-53100-50902	EQUIPMENT CAPITAL OUTLAY	2,000	1,950	3,000	3,500	2,064	4,000
Totals for dept 53100 - PUBLIC WORKS		426,734	509,634	545,527	620,818	469,107	618,504
Dept 53620 - SOLID WASTE							
101-53620-50102	WAGES	11,913	10,646	9,308	9,944	7,908	10,069
101-53620-50201	FICA	855	803	698	761	600	771
101-53620-50202	RETIREMENT	830	717	642	691	537	725
101-53620-50203	HEALTH INSURANCE	4,256	4,383	3,669	4,055	2,913	2,767
101-53620-50204	DENTAL INSURANCE	304	299	235	242	174	164
101-53620-50205	LIFE INSURANCE	47	30	11	11	6	11
101-53620-50301	OFFICE SUPPLIES				1,000		1,000
101-53620-50408	GARBAGE COLLECTION	476,998	522,056	532,797	413,187	334,715	426,480
101-53620-50504	VEHICLE MAINTENANCE						
101-53620-50601	FUEL - GASOLINE AND DIESEL						
101-53620-50608	RECYCLING AND TIPPING FEES	233,753	251,278	267,280	217,831	170,085	218,000
Totals for dept 53620 - SOLID WASTE		728,956	790,212	814,640	647,722	516,938	659,987
Dept 54100 - ANIMAL CONTROL							
101-54100-50409	OTHER CONTRACTED SERVICES	13,225	9,790	11,756	10,862	9,269	11,898
Totals for dept 54100 - ANIMAL CONTROL		13,225	9,790	11,756	10,862	9,269	11,898
Dept 55200 - PARKS							
101-55200-50101	SALARIES				500		500
101-55200-50201	FICA				38		38
101-55200-50309	OTHER SUPPLIES AND EXPENSE	2,900	5,072	2,965	3,000	1,946	3,000
101-55200-50409	OTHER CONTRACTED SERVICES		50				
101-55200-50501	BUILDINGS AND GROUNDS			755			
101-55200-50902	EQUIPMENT CAPITAL OUTLAY			4,000	4,000		4,000
Totals for dept 55200 - PARKS		2,900	5,122	7,720	7,538	1,946	7,538
Dept 55300 - RECREATION							
101-55300-50102	WAGES	5,990	5,072	5,792	5,952	5,010	6,968
101-55300-50104	OVERTIME						
101-55300-50106	SEASONAL	4,999			1,500		500
101-55300-50201	FICA	823	385	429	570	374	571
101-55300-50202	RETIREMENT	389	345	400	414	319	502
101-55300-50203	HEALTH INSURANCE	978	603	225	2,704	1,709	2,767
101-55300-50204	DENTAL INSURANCE	56	85	160	161	102	164
101-55300-50205	LIFE INSURANCE	5	3	4	5	3	6
101-55300-50309	OTHER SUPPLIES AND EXPENSE						
101-55300-50902	EQUIPMENT CAPITAL OUTLAY						
Totals for dept 55300 - RECREATION		13,240	6,493	7,010	11,306	7,517	11,478
Dept 56910 - PLAN COMMISSION							
101-56910-50101	SALARIES	31,520	36,197	38,104	39,600	33,375	41,600
101-56910-50102	WAGES	1,120	640	840	3,360	640	3,360
101-56910-50201	FICA	2,378	2,815	2,980	3,287	2,602	3,439
101-56910-50202	RETIREMENT	2,035	2,442	2,627	2,752	1,806	2,995
101-56910-50203	HEALTH INSURANCE	7,383	4,518	5,001	5,407	1,802	
101-56910-50204	DENTAL INSURANCE	349	322	349	645	403	329
101-56910-50205	LIFE INSURANCE	32	39	49	75	34	76
101-56910-50206	POST RETIREMENT BENEFITS						
101-56910-50305	PRINTING AND PUBLISHING	416	289	254	400	261	428
101-56910-50309	OTHER SUPPLIES AND EXPENSE	40	30	24	30		30
101-56910-50403	ENGINEERING AND INSPECTION						
101-56910-50409	OTHER CONTRACTED SERVICES	10,315	8,481	11,658	12,400		11,800
Totals for dept 56910 - PLAN COMMISSION		55,588	55,773	61,886	67,956	40,923	64,057
Dept 56920 - BOARD OF APPEALS							
101-56920-50102	WAGES	320			400		400
101-56920-50201	FICA	24			31		31
101-56920-50202	RETIREMENT						
101-56920-50309	OTHER SUPPLIES AND EXPENSE						
Totals for dept 56920 - BOARD OF APPEALS		344			431		431
Dept 59100 - TRANSFER OUT							
101-59100-50000	TRANSFER TO OTHER FUNDS		1,800,754	332,373			
Totals for dept 59100 - TRANSFER OUT			1,800,754	332,373			
TOTAL APPROPRIATIONS		5,727,534	8,140,150	6,984,472	7,170,685	5,813,858	7,468,350
NET OF REVENUES/APPROPRIATIONS - FUND 101		2,015,616	731,930	814,804		1,873,037	

BUDGET REPORT FOR SOMERS VILLAGE AND TOWN							
Calculations as of 12/31/2025							
		2022	2023	2024	2025	2025	2026
GL NUMBER	DESCRIPTION	ACTIVITY	ACTIVITY	ACTIVITY	AMENDED BUDGET	ACTIVITY THRU 12/31/25	REQUESTED BUDGET
	BEGINNING FUND BALANCE	3,100,987	5,105,858	5,837,663	6,652,953	6,652,953	8,525,990
	FUND BALANCE ADJUSTMENTS	(10,747)	(128)	480			
	ENDING FUND BALANCE	5,105,856	5,837,660	6,652,947	6,652,953	8,525,990	8,525,990

Village of Somers CIP Improvements - Sewer UD#1 -														Page 4																			
Project	Departments Involved							Impr Year	Cost Estimate	Funding								Total															
	Streets	Sanitary	Water	Storm	Parks	Fire	PW			Admin	Priority	Tax Levy	Sewer Utility	TID #1	TID #2	TID #3	TID #4		Pot SWM Util	Pot Donors	Pot Asm/Dev	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Sanitary Utility																																	
Lift Station Upgrades	x							1	2026	\$160,500	x										\$160,500												\$160,500
Asset Management / CMMS/GIS integrated asset system-	x							1	2026	\$4,040	x										\$4,040											\$4,040	
Air Release Valve Force Main Evaluation / Replacement-2	x							1	2026	\$20,000	x										\$20,000										\$20,000		
I&I Replacement/Repair Program	x							1	2025/2026	\$250,000	x								\$200,000	\$250,000	\$200,000											\$650,000	
Sanitary Sewer Lining / Replacement	x							1	2026-2028	\$2,715,000	x									\$915,000	\$900,000	\$900,000									\$2,715,000		
Manhole Rehabilitation (3 structures)	x							1	2026-2035	\$6,000 per structure	x									\$25,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$187,000		
Pump Stock(Annual) 2 years	x							1	2026-2027	\$10,000 a year	x									\$10,000	\$10,000										\$20,000		
Valley View Paving Sanitary Adjustment	x							1	2026	\$90,750	x									\$90,750											\$90,750		
Pike Creek Super Flush	x							1	2026	\$50,000	x									\$50,000											\$50,000		
I & I Technology	x							1	2028	\$50,000	x											\$50,000									\$50,000		
Force Main Evaluation / Replacement	x							1	2029	\$55,000	x												\$55,000								\$55,000		
Sewer rerouting	x							1	2029	\$350,000	x												\$350,000								\$350,000		
Force Main Evaluation / Replacement (8 stations)	x							1	2028-2035	\$35,000 per Station	x											\$280,000								\$280,000			
Sewer CCTV / Inspection Program	x							1	2028-2035	0.65 per foot	x											\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$240,000		
Total Sanitary Utility																			\$200,000	\$250,000	\$1,475,290	\$928,000	\$1,278,000	\$453,000	\$48,000	\$48,000	\$48,000	\$48,000	\$48,000	\$4,872,290			
Utility Vehicle																																	
54-60 - 2013 - Peterbilt Vac-Truck move to 2026- 50% paid by sewer, 25% storm water & 25% by public works total is \$610,000	x							1	2026	\$305,000	x										\$305,000										\$305,000		
Total Utility Vehicle																			\$0	\$0	\$305,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$305,000			
Utility Equipment																																	
Total Utility Equipment																			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			
TOTAL CIP - SEWER UD#1															\$200,000	\$250,000	\$1,780,290	\$928,000	\$1,278,000	\$453,000	\$48,000	\$48,000	\$48,000	\$48,000	\$48,000	\$48,000	\$48,000	\$48,000	\$48,000	\$48,000	\$5,177,290		

Village of Somers CIP Improvements - Storm Water Fund		Departments Involved										Funding										Page 6									
Project	Impr Year	Cost Estimate	Tax Levy	Utility	TID #1	TID #2	TID #3	TID #4	Pot SW Util	Pot Donors	Pot Asm/Dev	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Total	Notes						
																										Streets	Sanitary	Water	Storm	Parks	Fire
Stormwater Utility																															
Pond Sediment	2022	\$75,000										\$25,000												\$25,000	2022 amount was \$75,000. Executed contract in 2022 for \$19,200. Work was not completed due to weathe						
1/2 of Strand's Grant Money	2025	\$40,500							X				\$40,500											\$40,500							
4th Street Culvert Replacement	2025	\$140,123							X				\$140,123											\$140,123							
Greenbay Road Mueller parcel	2026	\$40,000							X			\$40,000	\$40,000	\$40,000										\$120,000	Moved from 2023 to 2024						
Davis Culvert	2023-2026	40,000							X			\$40,000	\$40,000	\$40,000										\$120,000	2022 amount was 30,000, \$19,500 is the amount for engineering.						
Neumiller Woods Phase II	2023-2026	\$30,000							X			\$30,000	\$21,949	\$21,949										\$73,898							
Stormwater Modeling & Master Planning-Removed by Josh F. 11/19/25	2026-2035	\$0							X						\$0									\$0	Removed by Josh F. on 11/19/25Update watershed and hydraulic models.						
54-60 - 2013 - Peterbilt Vac-Truck move to 2026- 50% paid by sewer & 25% by public works total is \$610,000	2026	\$152,500							X					152,500										\$152,500	Moved from the water fund						
Ditch Regrading / Restoration	2027-2035	\$15,000										\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$135,000							
Outfall Replacement / Stabilization	2027-2035	\$2,500										\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$22,500							
Storm Sewer Pipe Replacement	2027-2035	\$0																						\$0							
Catch Basin and Inlet Repairs	2027-2035	\$1,500										\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$13,500							
Curb & Gutter Replacement (Storm Drainage)	2027-2035	\$55,000										\$55,000	\$55,000	\$55,000	\$55,000	\$55,000	\$55,000	\$55,000	\$55,000	\$55,000	\$55,000	\$55,000	\$55,000	\$495,000							
Gitzloff Phase II	move from 2020	\$50,000							X			\$18,289	\$39,762											\$58,051							
Pike River - South Branch Master Planning & Design	TBD	\$50,000							X	X														\$0	TBD - removed from 2020, 2021 and from future years						
87th Ave Drainage	TBD	\$150,000																						\$0	TBD - removed from 2021 \$150,000. Moved from 2023						
Total Stormwater Utility												\$153,289	\$322,334	\$254,449	\$74,000	\$74,000	\$74,000	\$74,000	\$74,000	\$74,000	\$74,000	\$74,000	\$74,000	\$74,000	\$74,000	\$74,000	\$1,396,072				
TOTAL CIP - STORM WATER UTILITY												\$153,289	\$322,334	\$254,449	\$74,000	\$74,000	\$74,000	\$74,000	\$74,000	\$74,000	\$74,000	\$74,000	\$74,000	\$74,000	\$74,000	\$74,000	\$1,396,072				

Project	Departments Involved										Impr Year	Cost Estimate	Funding								Total	Notes															
	Streets	Sanitary	Water	Storm	Parks	Fire	PW	Admin	Priority	Tax Levy			Sewer Utility	TID #1	TID #2	TID #3	TID #4	TID #6	Pot SW Util	Pot Donors			Pot Assn/Dev	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035		
Sanitary Utility																																					
Total Sanitary Utility																																					
Water Utility																																					
Total Water Utility																																					
15000																																					
TOTAL CIP - TID #10																			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
GRANT: 2020-013, 2022-003																																					
2020-013 - \$20,000 revenue balance, \$8,922.30 expenses balance																																					
2022-003 - \$816,245.87 revenue balance, \$934,060.42 expenses balance																																					
0																																					
842200																																					



FY 2026 CIP Request Form

1. Department Fire Department 2. Date Requested 9/23/2025

3. Project Name Station 2 4. Requested by Ben Andersen

5. Project Number _____ 6. # of Requests Submitted _____ 7. Priority of Request _____ of _____

8. Item /Description (Rationale for Project, Ex. Why now? Why this budget?)
As you all know we have been working towards the replacment of fire station 2 and I am hoping if all goes well that we can break ground of a new station in 2026. we have completed soil testing and once results are in we can start design and planning stage later this year and hopefully break ground in 2026.

9. Included in Prior CIPs No 10. If Yes, Budget Year N/A 11. \$\$\$ Budgeted in Prior CIP N/A

12. Age of Item to be Replaced N/A 13. Estimated Useful Life of Replacement 40 14. End of Useful Life Year 2066

15. Suggested Source of Funding (Cash, General Obligation Bond, Revenue Bond, Sewer Fund, Water Fund, Storm Water Fund, Reserves)
If known, please give rationale for suggested funding source)

Bond

16. Amount Requested for FY2025 **\$12,000,000**



FY 2026 CIP Request Form

1. Department Public Works 2. Date Requested 10/10/2025

3. Project Name Replace Vacuum Truck 4. Requested by Joshua Fugate

5. Project Number 1 6. # of Requests Submitted 7. Priority of Request 1 of 1

8. Item /Description (Rationale for Project, Ex. Why now? Why this budget?)

The Department is requesting authorization to purchase a new vacuum truck to replace the 2013 Peterbilt currently in service. Due to significant upcoming general fund expenses, Public Works recommends scheduling this purchase for 2026 to ensure adequate funding. The existing unit has experienced repeated mechanical issues over the past three years, including major repairs such as a crankshaft replacement, and continues to suffer from pressure loss during hydroexcavation and sewer cleaning. EnviroTech, the current service provider, has been unable to diagnose or resolve the issue. The replacement unit, to be supplied and serviced by MacQueen Equipment in Menomonee Falls, WI, will allow staff to properly jet sanitary and storm mains, hydroexcavate efficiently, and clean sanitary wet wells and storm infrastructure as part of regular maintenance operations. Municipal vacuum trucks typically have an useful life of 10 to 15 years depending on usage and maintenance. The existing 2013 unit has reached the end of its reliable life at 12 years and is experiencing frequent mechanical issues and downtime, warranting replacment in 2026. Staff recommends funding this purchase through a 50/25/25 split between the Sewer Fund, Stormwater Fund, and General Fund as the vehicle is used for Sewer, Stormwater, and Public Works activities.

9. Included in Prior CIPs NO 10. If Yes, Budget Year 11. \$\$\$ Budgeted in Prior CIP

12. Age of Item to be Replaced 12 13. Estimated Useful Life of Replacement 15 14. End of Useful Life Year 2041

(Cash, General Obligation Bond, Revenue Bond, Sewer Fund, Water Fund, Storm Water Fund, Reserves

15. Suggested Source of Funding If known, please give rationale for suggested funding source)

50% Sewer Fund, 25% Stormwater Fund, 25% General Fund

16. Amount Requested for FY2026 **\$610,000.00**



FY 2026 CIP Request Form

1. Department Public Works 2. Date Requested 9/22/2025

3. Project Name Brightly Asset Management with GIS Integration 4. Requested by Joshua Fugate

5. Project Number 2 6. # of Requests Submitted _____ 7. Priority of Request 1 of 2

8. Item /Description (Rationale for Project, Ex. Why now? Why this budget?)

The Village/Town of Somers Public Works is requesting to implement Brightly’s Asset Essentials Enterprise, a cloud-based Computerized Maintenance Management System (CMMS) with integrated GIS functionality. This system will provide centralized asset tracking, preventive maintenance scheduling, and data-driven reporting for all Village infrastructure, including water, wastewater, stormwater, streets, and fleet. The software includes GIS integration, allowing field staff to locate and document assets in real time. Modules included cover water distribution, storm water, lift station maintenance, street/signs, facilities, fleet, and parks/forestry. This system will significantly improve accuracy, efficiency, and accountability in managing Village assets. Current asset records are maintained across multiple platforms and spreadsheets, limiting efficiency and consistency. The system will integrate with GIS, allowing staff to collect, update, and access asset data directly in the field. Preventive maintenance scheduling will reduce unexpected failures and extend the useful life of Village infrastructure. Increased demand for utility locates and infrastructure planning makes real-time, accurate GIS data essential. Will improve reporting and compliance with DNR, EPA, and PSC requirements by maintaining detailed asset histories.

9. Included in Prior CIPs NO 10. If Yes, Budget Year _____ 11. \$\$\$ Budgeted in Prior CIP _____

12. Age of Item to be Replaced N/A 13. Estimated Useful Life of Replacement _____ 14. End of Useful Life Year _____

15. Suggested Source of Funding (Cash, General Obligation Bond, Revenue Bond, Sewer Fund, Water Fund, Storm Water Fund, Reserves If known, please give rationale for suggested funding source)

Sewer (40%), Water (20%), General (20%), and Fire (20%) Split.

16. Amount Requested for FY2026 **\$10,095.65**



FY 2026 CIP Request Form

1. Department Fire Department 2. Date Requested 9/23/2025

3. Project Name Pumper Tanker 4. Requested by Ben Andersen

5. Project Number _____ 6. # of Requests Submitted _____ 7. Priority of Request _____ of _____

8. Item /Description (Rationale for Project, Ex. Why now? Why this budget?)
Our 2011 Rosenbauer Pumper Tanker is 15 years old which is the recommended front line life expectancy for fire apparatus and this is the first unit we take to structure fires so we are looking to replace it. If ordered today it will still take 2-4 years to get which is why we are asking for approval now. we have several options of payment. we can pay up front, once delivered or in payments whatever works best for the village

9. Included in Prior CIPs No 10. If Yes, Budget Year N/A 11. \$\$\$ Budgeted in Prior CIP N/A

12. Age of Item to be Replaced N/A 13. Estimated Useful Life of Replacement 15 14. End of Useful Life Year 2041

15. Suggested Source of Funding (Cash, General Obligation Bond, Revenue Bond, Sewer Fund, Water Fund, Storm Water Fund, Reserves)
If known, please give rationale for suggested funding source)

Cash

16. Amount Requested for FY2025 **\$1,000,000**



FY 2026 CIP Request Form

1. Department Public Works 2. Date Requested 10/10/2025

3. Project Name Valley View Paving 4. Requested by Joshua Sullivan

5. Project Number 1 6. # of Requests Submitted 7. Priority of Request 1 of 1

8. Item /Description (Rationale for Project, Ex. Why now? Why this budget?)

Public Works is requesting \$779,000 from the General Fund for the 2026 Valley View Subdivision Paving Project. There is existing borrowed funds totalling \$75,000 that can be used towards 2026's paving cost. The existing roadway pavement is 36 years old with an average PASER rating of 2, indicating severe deterioration and structural failure throughout the subdivision. The proposed project will consist of pulverizing and relaying the existing asphalt pavement and base course to restore structural integrity and ride quality. Work will include driveway removals and replacements, aggregate base replacement, HMA paving, crushed limestone shoulders, pavement markings, and sanitary manhole adjustments. Total estimated construction cost, including contingency and engineering, is approximately \$863,750, with \$779,000 allocated to the General Fund and the remainder to sanitary system adjustments. Reconstructing the Valley View roadway through a pulverize and relay process will extend pavement life by approximately 30 years and significantly improve drainage, safety, and drivability for residents.

9. Included in Prior CIPs NO 10. If Yes, Budget Year 11. \$\$\$ Budgeted in Prior CIP

12. Age of Item to be Replaced 36 13. Estimated Useful Life of Replacement 30 14. End of Useful Life Year 2056

(Cash, General Obligation Bond, Revenue Bond, Sewer Fund, Water Fund, Storm Water Fund, Reserves

15. Suggested Source of Funding If known, please give rationale for suggested funding source)

\$704,000 Cash ; \$75,000 Borrowed Funds

16. Amount Requested for FY2026 **\$779,000.00**



FY 2026 CIP Request Form

1. Department Fire Department 2. Date Requested 9/23/2025

3. Project Name Lucas CPR Machine 4. Requested by Ben Andersen

5. Project Number _____ 6. # of Requests Submitted _____ 7. Priority of Request _____ of _____

8. Item /Description (Rationale for Project, Ex. Why now? Why this budget?)
we are requesting \$20,000 to purchase another Lucas CPR machine. Our oldest is 10 years old and that is the expected life span for one of these devices. Since these devices are such a critical piece of life saving equipment we feel its best to replace when recommended just like we do with cardiac monitors and other critical life saving equipment.

9. Included in Prior CIPs No 10. If Yes, Budget Year N/A 11. \$\$\$ Budgeted in Prior CIP N/A

12. Age of Item to be Replaced N/A 13. Estimated Useful Life of Replacement 10 14. End of Useful Life Year 2036

15. Suggested Source of Funding (Cash, General Obligation Bond, Revenue Bond, Sewer Fund, Water Fund, Storm Water Fund, Reserves)
If known, please give rationale for suggested funding source)

Cash

16. Amount Requested for FY2025 **\$20,000**



FY 2026 CIP Request Form

1. Department Fire Department 2. Date Requested 9/23/2025

3. Project Name TNT Tool Replacement 4. Requested by Ben Andersen

5. Project Number 1 6. # of Requests Submitted _____ 7. Priority of Request _____ of _____

8. Item /Description (Rationale for Project, Ex. Why now? Why this budget?)
Has the Village board knows we respond to lots of car accidents and carry extrication tools (jaws of Life) on multiple vehicles. We are looking to replace our last set of older hosed hydraulic units with another set of the new battery tools which allows us to preform our job quicker and safer. These battery tools can be carried to remote locations much easier then the old power unit and hydrualic hose set.

9. Included in Prior CIPs No 10. If Yes, Budget Year N/A 11. \$\$\$ Budgeted in Prior CIP N/A

12. Age of Item to be Replaced N/A 13. Estimated Useful Life of Replacement 15yrs 14. End of Useful Life Year 2041

15. Suggested Source of Funding (Cash, General Obligation Bond, Revenue Bond, Sewer Fund, Water Fund, Storm Water Fund, Reserves)
If known, please give rationale for suggested funding source)

Cash

16. Amount Requested for FY2025 **\$50,000**



FY 2026 CIP Request Form

1. Department Fire Department 2. Date Requested 9/23/2025

3. Project Name UTV Trailer 4. Requested by Ben Andersen

5. Project Number 2 6. # of Requests Submitted _____ 7. Priority of Request _____ of _____

8. Item /Description (Rationale for Project, Ex. Why now? Why this budget?)
The Village board saw fit a couple years ago to purches two UTVs for the fire department and they are working great. we used our enclosed trialer or one and the old UTV open deck traielr for the other but we have noticed the old trailer is not handling the weight of the new machine well and is a safety hazard so we are asking to replace it with a heavier duty trailer.

9. Included in Prior CIPs No 10. If Yes, Budget Year N/A 11. \$\$\$ Budgeted in Prior CIP N/A

12. Age of Item to be Replaced N/A 13. Estimated Useful Life of Replacement 20yrs 14. End of Useful Life Year 2046

15. Suggested Source of Funding (Cash, General Obligation Bond, Revenue Bond, Sewer Fund, Water Fund, Storm Water Fund, Reserves)
If known, please give rationale for suggested funding source)
Cash

16. Amount Requested for FY2025 **\$12,000**



FY 2026 CIP Request Form

1. Department Fire Department 2. Date Requested 9/23/2025

3. Project Name Ambulance Purchase 4. Requested by Ben Andersen

5. Project Number 2 6. # of Requests Submitted 7. Priority of Request of

8. Item /Description (Rationale for Project, Ex. Why now? Why this budget?)

The Fire department is requesting authorization to order another ambulance. Currently it will take 2-2.5 years to get once we order. Our oldest ambulance is a 2017 so 8 years old. national average life for an ambulance is 5-7 years we try to get at least 10 years out of ours. If we ordered an ambulance now we wont get it till end of 2027 early 2028 which will put the oldest ambulance at over 10 years old. With the projected increase in staffing and calls we need at least 3 reliable ambulances and if the 4th (oldest) ambulance is still functionable we would want to keep it as a reserve ambulance or look at remount option at time to get to a fleet of 4 ambulances. The reason a remount option isnt viable now with 3 is if I send one out for a year to be remounted that leaves us with 2 and if anything happens to one of them we are down to 1 and we cant be down to one. Kenosha ran into this last year when sending ambulances out for remounting and had other go out of service and then they had to buy used ambulances to be used to cover calls and it cost them alot more money then planned.

9. Included in Prior CIPs No 10. If Yes, Budget Year N/A 11. \$\$\$ Budgeted in Prior CIP N/A

12. Age of Item to be Replaced N/A 13. Estimated Useful Life of Replacement 10 14. End of Useful Life Year 2037

(Cash, General Obligation Bond, Revenue Bond, Sewer Fund, Water Fund, Storm Water Fund, Reserves

15. Suggested Source of Funding If known, please give rationale for suggested funding source)

Cash

16. Amount Requested for FY2025

\$460,000



FY 2026 CIP Request Form

1. Department Public Works 2. Date Requested 10/10/2025

3. Project Name 13th Ave Lift Station Rehab 4. Requested by Joshua Fugate

5. Project Number 1 6. # of Requests Submitted 7. Priority of Request 1 of 1

8. Item /Description (Rationale for Project, Ex. Why now? Why this budget?)

The Department is requesting funding to rehabilitate the 13th Avenue Lift Station to improve reliability, safety, and operational efficiency. The project includes purchasing and installing a new generator & transfer switch to ensure backup power during outages, repairing and restoring the existing precast concrete building, stripping and repainting all piping and valves to prevent corrosion, upgrading the SCADA (the station's SCADA system is outdated, providing limited alarm notifications for only high and low floats. It does not alert us to critical issues such as power loss, generator operation, or extreme temperature fluctuations. Upgrading the system would enhance monitoring capabilities and allow for proactive maintenance), and replacing aging level-sensing equipment with new floats and a transducer. These upgrades will extend the useful life of the lift station, reduce maintenance costs, enhance system performance, and ensure dependable wastewater conveyance for the surrounding service area. Lift stations typically have a service life of 25 to 40 years, depending on design, materials, and maintenance. A full rehabilitation, including structural, electrical, and control system upgrades, can extend the station's useful life by an additional 15 to 20 years, delaying the need for full replacement while maintaining operational reliability. The original station was installed in 2001, making it 24 years old now and approaching its expected useful life.

9. Included in Prior CIPs NO 10. If Yes, Budget Year 11. \$\$\$ Budgeted in Prior CIP

12. Age of Item to be Replaced 24 13. Estimated Useful Life of Replacement 15 to 20 14. End of Useful Life Year 2041

(Cash, General Obligation Bond, Revenue Bond, Sewer Fund, Water Fund, Storm Water Fund, Reserves

15. Suggested Source of Funding If known, please give rationale for suggested funding source)

Sewer Fund

16. Amount Requested for FY2026 **\$160,500.00**



FY 2026 CIP Request Form

1. Department Public Works 2. Date Requested 10/10/2025

3. Project Name Air and Vacuum Release Valves 4. Requested by Joshua Fugate

5. Project Number 1 6. # of Requests Submitted 7. Priority of Request 1 of 1

8. Item /Description (Rationale for Project, Ex. Why now? Why this budget?)

The Department is requesting funding to replace two 6-inch air and vacuum release valves on the sanitary force main that are approximately 18 years old and nearing the end of their expected service life. These valves are critical for releasing trapped air and preventing vacuum conditions that can cause pressure surges, reduce pumping efficiency, and increase stress on the pipeline. Typical lifespan for these components is 10 to 15 years under normal conditions, and both existing units show signs of corrosion and reduced reliability. Replacing them with new combination air/vacuum valves will improve system performance, reduce maintenance needs, and help protect the integrity of the force main. The estimated total project cost, including valve purchase, installation, and appurtenance restoration, is \$15,000 to \$20,000.

9. Included in Prior CIPs NO 10. If Yes, Budget Year 11. \$\$\$ Budgeted in Prior CIP

12. Age of Item to be Replaced 18 13. Estimated Useful Life of Replacement 15 14. End of Useful Life Year 2031

(Cash, General Obligation Bond, Revenue Bond, Sewer Fund, Water Fund, Storm Water Fund, Reserves

15. Suggested Source of Funding If known, please give rationale for suggested funding source)

Sewer Fund

16. Amount Requested for FY2026 **\$20,000.00**



FY 2026 CIP Request Form

1. Department Public Works

2. Date Requested 10/10/2025

3. Project Name Sanitary Sewer Lining

4. Requested by Joshua Fugate

5. Project Number 1 6. # of Requests Submitted _____

7. Priority of Request 1 of 1

8. Item /Description (Rationale for Project, Ex. Why now? Why this budget?)

The Department is requesting funding for the sanitary sewer lining of the Country Charms subdivision to address aging infrastructure and infiltration and inflow (I&I) concerns. Initial evaluations considered three areas—Country Charms, Valley View, and Biex (Parkway)—but after reviewing recent televising and condition reports, the Valley View and Biex areas were found to be in good condition and do not require lining at this time. The Country Charms area, however, exhibits deterioration and joint infiltration consistent with the need for rehabilitation. The estimated total cost for lining the Country Charms sewer system is approximately \$2,750,000, which will likely be phased over three years at roughly \$915,000 per year to optimize funding and construction scheduling. There is also data compiled from SCADA that indicate a large amount of inflow and infiltration during rain events at the Pike Creek Lift Station. Completing this project will extend the useful life of the sanitary system, reduce I&I, reduce load and prolong the life of downstream liftstations, reduce treatment costs, and improve long-term reliability.

9. Included in Prior CIPs NO 10. If Yes, Budget Year _____

11. \$\$\$ Budgeted in Prior CIP _____

12. Age of Item to be Replaced 63 13. Estimated Useful Life of Replacement 50-75

14. End of Useful Life Year 2076-2101

(Cash, General Obligation Bond, Revenue Bond, Sewer Fund, Water Fund, Storm Water Fund, Reserves

15. Suggested Source of Funding If known, please give rationale for suggested funding source)

Sewer Fund

16. Amount Requested for FY2026

\$915,000.00



FY 2026 CIP Request Form

1. Department Public Works

2. Date Requested 9/22/2025

3. Project Name Backup Submersible Pump

4. Requested by Joshua Fugate

5. Project Number 3

6. # of Requests Submitted _____

7. Priority of Request 3 of 3

8. Item /Description (Rationale for Project, Ex. Why now? Why this budget?)

The Department is requesting authorization to purchase a backup Grundfos 99030123 submersible wastewater pump to serve as a spare for the Seawall, 45th Street, 63rd Street, and 11th Street lift stations. These four stations all utilize the same pump model and are currently the only stations in the Village's system without a dedicated spare. Having a backup pump on hand is critical to maintaining reliable operation and preventing sewer backups in the event of a pump failure. Other lift stations in the Village already have spare pumps available, ensuring quick response and minimizing downtime during emergencies. These four stations are strategically important, and have 2 pumps installed in each pit. If a pump were to fail, extended lead times could leave the stations vulnerable. The quoted lead time for this pump is 1–2 weeks after order. Without a spare, this delay could expose the Village to operational and environmental risks.

9. Included in Prior CIPs NO

10. If Yes, Budget Year _____

11. \$\$\$ Budgeted in Prior CIP _____

12. Age of Item to be Replaced N/A

13. Estimated Useful Life of Replacement _____

14. End of Useful Life Year _____

(Cash, General Obligation Bond, Revenue Bond, Sewer Fund, Water Fund, Storm Water Fund, Reserves

15. Suggested Source of Funding

If known, please give rationale for suggested funding source)

Sewer Fund

16. Amount Requested for FY2026

\$10,000.00



FY 2026 CIP Request Form

1. Department Public Works

2. Date Requested 10/10/2025

3. Project Name I&I Manhole Sealing Program

4. Requested by Joshua Fugate

5. Project Number 1 6. # of Requests Submitted _____

7. Priority of Request 1 of 1

8. Item /Description (Rationale for Project, Ex. Why now? Why this budget?)

Public Works is requesting an annual allocation of \$25,000 to fund contracted work for sealing sanitary manhole structures throughout the Village to reduce infiltration and inflow (I&I). Excess groundwater entering the sanitary system through deteriorated joints, chimney sections, and frame seals increases treatment costs, reduces system capacity, and accelerates wear on lift station equipment. Contracting this work annually will allow the Department to systematically rehabilitate and seal structures using internal coatings and flex seal materials, prioritizing problem areas identified through televising and maintenance inspections. The goal is to continue this program until all manholes within the Village are properly sealed, after which the annual budget will be maintained to perform ongoing spot repairs and preventative maintenance as new issues are identified. This work would be coordinated with the City of Delavan to decrease costs for contractor mobilization, as Delavan already utilized this type of repair annually, and can help decrease mobilization costs for both municipalities.

9. Included in Prior CIPs NO

10. If Yes, Budget Year _____

11. \$\$\$ Budgeted in Prior CIP _____

12. Age of Item to be Replaced N/A

13. Estimated Useful Life of Replacement N/A

14. End of Useful Life Year N/A

15. Suggested Source of Funding (Cash, General Obligation Bond, Revenue Bond, Sewer Fund, Water Fund, Storm Water Fund, Reserves)
If known, please give rationale for suggested funding source)

Sewer Fund

16. Amount Requested for FY2026

\$25,000.00



FY 2026 CIP Request Form

1. Department Public Works 2. Date Requested 10/10/2025

3. Project Name Valley View Paving Sanitary Adjustments 4. Requested by Joshua Fugate

5. Project Number 1 6. # of Requests Submitted _____ 7. Priority of Request 1 of 1

8. Item /Description (Rationale for Project, Ex. Why now? Why this budget?)

Public Works is requesting \$90,750 for sanitary sewer adjustments for the Valley View Paving Project. There is a total of 33 sanitary structures that will need to be adjusted and resealed to prevent any infiltration and inflow. The grade of the road will be raised approximately 4 inches, meaning that all structures in the roadway will also need to go up 4 inches. Pricing for adjustments was calculated using 2023-2024 bid tabs from previous projects in southeast Wisconsin, specifically Kenosha.

9. Included in Prior CIPs NO 10. If Yes, Budget Year _____ 11. \$\$\$ Budgeted in Prior CIP _____

12. Age of Item to be Replaced 36 13. Estimated Useful Life of Replacement 30 14. End of Useful Life Year 2056

15. Suggested Source of Funding (Cash, General Obligation Bond, Revenue Bond, Sewer Fund, Water Fund, Storm Water Fund, Reserves
If known, please give rationale for suggested funding source)

Sewer Fund

16. Amount Requested for FY2026 **\$90,750.00**



FY 2026 CIP Request Form

1. Department Public Works 2. Date Requested 10/7/2025

3. Project Name Pike Creek Super Flush 4. Requested by Joshua Fugate

5. Project Number 1 6. # of Requests Submitted 1 7. Priority of Request 1 of 1

8. Item /Description (Rationale for Project, Ex. Why now? Why this budget?)

On June 10, 2025, the Public Works Department, alongside Baxter & Woodman, attempted to flush debris from the 14-inch force main serving both the Pike Creek and 45th Avenue lift stations. Despite running both pumps at full capacity, staff confirmed that velocity was insufficient to move the blockage. The proposed solution is to repeat the procedure using a portable 8-inch diesel pump (3,000 GPM) to increase discharge pressure, velocity, and flow in order to clear the partial obstruction. The cost estimate includes the rental of the diesel pump, purchase of necessary fittings (24-inch flange with 8-inch hose connection, 14x14 Tee, two 2-inch manual gate valves, 14-inch cross with 8-inch connection), mechanical contractor labor, and a 10% contingency. This project is necessary to restore full hydraulic capacity, protect against sewer backups, reduce pump stress, and ensure reliable operation of the shared force main. This will allow both 45th avenue and Pike Creek to run simultaneously. This project would be completely funded by the sewer fund.

9. Included in Prior CIPs NO 10. If Yes, Budget Year 2026 11. \$\$\$ Budgeted in Prior CIP N/A

12. Age of Item to be Replaced N/A 13. Estimated Useful Life of Replacement N/A 14. End of Useful Life Year N/A

15. Suggested Source of Funding (Cash, General Obligation Bond, Revenue Bond, Sewer Fund, Water Fund, Storm Water Fund, Reserves)

If known, please give rationale for suggested funding source)

Sewer Fund

16. Amount Requested for FY2026

\$50,000.00



FY 2026 CIP Request Form

1. Department Public Works 2. Date Requested 10/10/2025

3. Project Name Water Meter Replacements 4. Requested by Joshua Fugate

5. Project Number 1 6. # of Requests Submitted 7. Priority of Request 1 of 1

8. Item /Description (Rationale for Project, Ex. Why now? Why this budget?)

The Department is requesting funding to replace residential and commercial water meters that will exceed 20 years of age, as required by Public Service Commission (PSC) regulations. Meters beyond this age no longer meet accuracy standards and can result in unaccounted-for water loss and billing inaccuracies. This program also includes the replacement of large-diameter meters (1-1/2" and greater) that have reached the end of their service life. Replacing these meters will ensure compliance with PSC mandates, maintain accurate measurement and billing, and improve overall system efficiency and revenue reliability. The budget requested was calculated by taking the amount of meters reaching 20 years old in 2026 and dividing it by the correct meter size charge for each category of meters. These meters were not included in the ARPA funds due to their age justification not being reached during the fund period.

9. Included in Prior CIPs NO 10. If Yes, Budget Year 11. \$\$\$ Budgeted in Prior CIP

12. Age of Item to be Replaced 20 13. Estimated Useful Life of Replacement 20 14. End of Useful Life Year 2046

(Cash, General Obligation Bond, Revenue Bond, Sewer Fund, Water Fund, Storm Water Fund, Reserves

15. Suggested Source of Funding If known, please give rationale for suggested funding source)

Water Fund

16. Amount Requested for FY2026 **\$87,000.00**



FY 2026 CIP Request Form

1. Department Public Works 2. Date Requested 10/10/2025

3. Project Name Hydrant Replacement Inventory 4. Requested by Joshua Fugate

5. Project Number 1 6. # of Requests Submitted 7. Priority of Request 1 of 1

8. Item /Description (Rationale for Project, Ex. Why now? Why this budget?)

The Department is requesting an annual allocation of \$18,000 to maintain an inventory of fire hydrants for emergency replacements when units are damaged, fail, or become inoperable. As of October 2025, four hydrants have been struck by vehicles or equipment and required replacement, leaving no available stock for future incidents. Keeping spare hydrants in inventory will allow the Department to respond quickly to service disruptions, minimize downtime, and ensure adequate fire protection and system reliability. The proposed funding would allow the purchase of approximately three hydrants per year, ensuring replacements are readily available for damaged or nonfunctional units without waiting for procurement or lead times. Once the department has a total of 5 hydrants on stock, funds will not be used until a replacement hydrant is needed, Staff recommends that the funds carry over year to year, so that if there is a remaining balance in the fund, it will be carried over into the next year.

9. Included in Prior CIPs NO 10. If Yes, Budget Year 11. \$\$\$ Budgeted in Prior CIP

12. Age of Item to be Replaced N/A 13. Estimated Useful Life of Replacement N/A 14. End of Useful Life Year N/A

(Cash, General Obligation Bond, Revenue Bond, Sewer Fund, Water Fund, Storm Water Fund, Reserves

15. Suggested Source of Funding If known, please give rationale for suggested funding source)

General Fund

16. Amount Requested for FY2026 **\$18,000.00**



FY 2026 CIP Request Form

1. Department Public Works

2. Date Requested 10/10/2025

3. Project Name Kenosha Meter Pit Swap

4. Requested by Joshua Fugate

5. Project Number 1 6. # of Requests Submitted _____

7. Priority of Request 1 of 1

8. Item /Description (Rationale for Project, Ex. Why now? Why this budget?)

Public Works, with consulting from Baxter & Woodman, is proposing swapping locations of the 6" and 10" master meters that are currently located at 4042 18th Street and Green Bay Road/Washington Road. Based on water modeling increasing the size of the meter at Green Bay and Washington and downsizing the meter at 4042 18th Street will increase the available fire flow downstream of these meters while not impacting the overall monthly base charge bills for the Village. This will allow the Villages water utility to operate at a higher level where water demand is at a higher demand without impacting our monthly base charge. The meters themselves are owned by Kenosha Water Utility and are upgraded as necessary, but the metering pit where adjustments would need to be made is owned by The Village of Somers.

9. Included in Prior CIPs NO

10. If Yes, Budget Year _____

11. \$\$\$ Budgeted in Prior CIP _____

12. Age of Item to be Replaced 29

13. Estimated Useful Life of Replacement N/A

14. End of Useful Life Year N/A

15. Suggested Source of Funding (Cash, General Obligation Bond, Revenue Bond, Sewer Fund, Water Fund, Storm Water Fund, Reserves If known, please give rationale for suggested funding source)

Water Fund

16. Amount Requested for FY2026

\$20,000.00



FY 2026 CIP Request Form

1. Department Administration 2. Date Requested 11/6/2025

3. Project Name Court Door 4. Requested by Jim Hurley

5. Project Number _____ 6. # of Requests Submitted _____ 7. Priority of Request _____ of _____

8. Item /Description (Rationale for Project, Ex. Why now? Why this budget?)

During the renovation of the Village Hall, the Village considered modifying the Court Clerk's door to securely accept payments from defendants. The offer was declined by the municipal judge. Now that the Village will have a new judge and there are plans for the Court to accept payments, the incoming judge may reconsider. Public Works received a quote from Laforce for \$4,995. The door would have a half glass cover for passthrough payments, and lockset.

9. Included in Prior CIPs NO 10. If Yes, Budget Year _____ 11. \$\$\$ Budgeted in Prior CIP _____

12. Age of Item to be Replaced N/A 13. Estimated Useful Life of Replacement _____ 14. End of Useful Life Year _____

15. Suggested Source of Funding (Cash, General Obligation Bond, Revenue Bond, Sewer Fund, Water Fund, Storm Water Fund, Reserves If known, please give rationale for suggested funding source)

General Obligations

16. Amount Requested for FY2026 **\$5,000.00**



FY 2026 CIP Request Form

1. Department Public Works / Administration 2. Date Requested 11/6/2025

3. Project Name Yard Waste License Reading Camera 4. Requested by Jim Hurley & Josh Sullivan

5. Project Number _____ 6. # of Requests Submitted _____ 7. Priority of Request _____ of _____

8. Item /Description (Rationale for Project, Ex. Why now? Why this budget?)

The Village has issues with dumping and disposing of yard waste by non-residents. Originally, the Village considered a gate, but it's either inconsistently opened/closed during hours, or costly for an automatic gate. An alternative is to install a license reading camera. If Public Works finds suspected illegal dumping then the video recording and license plate will be turned over to the Sheriff's Department to issue a citation. Kenosha County IT quoted \$3,200 for the camera and software, not including installation. They do not provide installation. Based on a previous quote we estimate the cost to wire, install, and program and configure the camera to be approximately \$2,000.

9. Included in Prior CIPs NO 10. If Yes, Budget Year _____ 11. \$\$\$ Budgeted in Prior CIP _____

12. Age of Item to be Replaced N/A 13. Estimated Useful Life of Replacement _____ 14. End of Useful Life Year _____

15. Suggested Source of Funding (Cash, General Obligation Bond, Revenue Bond, Sewer Fund, Water Fund, Storm Water Fund, Reserves If known, please give rationale for suggested funding source)

General Obligations

16. Amount Requested for FY2026 **\$5,500.00**



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

MEETING DATE: Nov. 25, 2025

TO: Village President Stoner and Board of Trustees

PREPARED BY: Jim Hurley, Administrator

REVIEWED BY: Kevin Poirier, Assistant Administrator

AGENDA ITEM: #10 Action on Resolution 2025-017 Authorizing to Allocate a Portion of 2026 Property Tax Payment from Ravine Park as Reimbursable Costs to the Developer

BACKGROUND:

The Development Agreement with Ravine Park requires voluntary payment to the Village. The payment formula equates to half of the property tax incremental revenues from the residential component of the property from the previous year. The Village then reimburses the Developer for a portion of the tax payment.

The 2025 Budget includes payment from Ravine Park as Voluntary Donations. Given the payment will be received by the Village as property tax revenue, Ehlers recommends the revenue to be kept under Village Property Taxes.

The purpose of the Resolution is to formalize the Village's intent to allocate a portion of the tax payment to make its annual payment to Ravine Park in accordance with the Development Agreement. The Agreement states the Village shall make annual payments to the Developer or its designee from Incremental TIF Revenues (Sec. IV. G.).

The 2026 estimated payment is \$92,529.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

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

"Motion to waive first reading of Ordinance No. 2025-017."

“Motion to approve proposed Resolution 2025-017, a Resolution to allocate a portion of 2026 Property Tax Payment from Ravine Park as Reimbursable Costs to the Developer.”

ATTACHMENTS:

Resolution 2025-017 Authorizing to Allocate a Portion of 2026 Property Tax Payment from Ravine Park as Reimbursable Costs to the Developer

RESOLUTION NO. 2025-017

RESOLUTION AUTHORIZING TO ALLOCATE A PORTION OF 2026 PROPERTY TAX PAYMENT FROM RAVINE PARK AS REIMBURSABLE COSTS TO THE DEVELOPER

WHEREAS, on May 28, 2019, the Village and RPF-Somers Multi-Family, LLC finalized a development agreement for “The Reserve at Pike Creek” for a planned unit development being a part of section 10, Town 2 North, Range 22 East; and

WHEREAS, the Developer agreed in lieu of the imposition of impact fees, the Village shall be entitled to voluntary donations in the total amount of \$1,800,000 per Section VI. E.; and

WHEREAS, per Section IV. G., the Village is required to make annual payments to the Developer from Incremental TIF Revenues. Such payments shall be 50% of Incremental TIF Revenues from the Residential Component of the Property received for the previous year until Developer has received the maximum amount set forth in the Agreement; and

WHEREAS, the Village estimates the 2026 portion due to the Developer will be \$92,529; and

WHEREAS, given Ravine Park’s payment is received by the Village as property taxes, Ehlers recommended the revenue to be categorized under general ledger (G/L) number 101-41000-41111 in the 2026 Budget; and

WHEREAS, after receipt of the payment, the Village will allocate a portion to be repaid to the Developer.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Somers, Kenosha County, Wisconsin authorizes the Village to allocate a portion of the 2026 property tax payment from Ravine Park so the Village can make its annual payment to the Developer in accordance with Section IV. G. of the Development Agreement.

Passed and approved this ____ day of _____, 2025.

Village of Somers

By _____

George Stoner, Village President

Attest _____

Wendy Burnette, Village Clerk/Treasurer



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

MEETING DATE: Nov. 25, 2025

TO: Village President Stoner and Board of Trustees

PREPARED BY: Kevin Poirier, Assistant Administrator

REVIEWED BY: Jim Hurley, Village Administrator

AGENDA ITEM: #11 Action on proposed First Amendment to the Development Agreement with Shoreland Lutheran High School.

BACKGROUND:

In April of 2024, the Board approved a Comp Plan Amendment, Rezoning and CSM so Shoreland Lutheran High School could install a stormwater management system. The proposed system is known as a Regenerative Stormwater Conveyance. This system was design to handle a future expansion.

In August of 2024, Staff met with Shoreland Lutheran High School to review the proposed additions to their existing buildings. The additions would have included: an expanded music room, eight new classrooms, a new main entry/vestibule area, a new fitness center, and a new gymnasium.

The project required a conditional use permit for the new gymnasium and site plan/exterior fenestration. Shoreland Lutheran High School submitted their applications at the end of August. The Board conditionally approve the CUP, site plan and exterior fenestration in November of 2024. The school signed a Development Agreement with the Village, which was recorded July 14, 2025.

In October, the School contacted the Village and informed Staff that the addition would be done in phases and submitted new site plans, landscaping plans, photometric plans and exterior elevations. The Village informed the School that the Development would have to be amended.

Staff gathered the updated exhibits and worked with Attorney Smith to draft the attached amendment.

At the recommendation of the Village's Engineer, Shoreland has been advised that the Development Agreement requires the Village be granted a utility easement on County Highway E and Highway H. The easement has been approved by the Village and is ready to be recorded. A copy of the document is attached.

The school was provided with a copy of the proposed amendment on November 7. In a November 14 phone call, Shoreland Lutheran High School President stated he had no issue with the amendment as presented.

PRIOR ACTION TAKEN:

This item was discussed at the Nov. 18 Village Board Work Session.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

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

“Motion to approve First Amendment to the Development Agreement with Shoreland Lutheran High School.”

ATTACHMENTS:

Proposed First Amendment to the Development Agreement with Shoreland Lutheran High School.

Exhibit E, “Photometric Plan”

Exhibit F, “Landscape Plan”

Exhibit G, “Site Plan”

Exhibit H, “Exterior Fenestration”

Easement

FIRST AMENDMENT
TO DEVELOPMENT AGREEMENT DATED JULY 10, 2025
BETWEEN THE VILLAGE OF SOMERS AND
SHORELAND LUTHERAN HIGH SCHOOL FEDERATION, INC.

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF SOMERS AND SHORELAND LUTHERAN HIGH SCHOOL FEDERATION, INC. ("First Amendment") is made and entered into as of this ____ day of November, 2025, by and between Shoreland Lutheran High School Federation, Inc., a Wisconsin non-stock corporation ("DEVELOPER"), and the Village of Somers, a Wisconsin municipal corporation, ("VILLAGE").

RECITALS

WHEREAS, DEVELOPER and the VILLAGE entered into that certain Development Agreement, effective as of July 10, 2025 and recorded on July, 14, 2025 in the Office of the Register of Deeds for Kenosha County, Wisconsin as Document No. 1984100 (the "Agreement"), which set forth the PARTIES' obligations related to a development project within the Village. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

WHEREAS, DEVELOPER and the VILLAGE desire to amend the Agreement to modify certain terms of the Agreement.

AGREEMENTS

NOW THEREFORE, in consideration of the terms contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows (additions in underline, deletions in ~~strike through~~):

1. Section III. Miscellaneous, Part H: Exhibits Incorporated by Reference
 - The Parties hereby agree that Exhibit E, "Photometric Plan" is replaced with attached Exhibit E(1).
 - The Parties hereby agree that Exhibit F, "Landscape Plan" is replaced with attached Exhibit F(1).
 - The Parties hereby agree that Exhibit G, "Site Plan" is replaced with attached Exhibit G(1).

- The Parties hereby agree that Exhibit H, “Exterior Fenestration” is replaced with attached Exhibit H(1).

2. Section III. Miscellaneous shall include a new section:

P. TIME FOR PERFORMANCE

The Parties acknowledge that this project must be completed in a timely fashion for the benefit of the Parties and community. Accordingly, the Parties agree that the Village approvals reflected in Section I. Infrastructure Improvements and Section II. Developer Warranties and Obligations, are not unlimited and will expire as of Dec. 31, 2027. The Parties may negotiate reasonable extension to this expiration which will not be unreasonably withheld by the Village. In the event the approvals expire, development will cease and any new or continued development of the Property will require an updated Agreement or Addendum to this agreement.

[This space left blank. Signature page to follow.]

In Witness Whereof, the Parties execute this Agreement as of the date first above written.

DEVELOPER:

**SHORELAND LUTHERAN HIGH SCHOOL
FEDERATION, INC.**

By: _____

Name: _____

Date: November ____, 2025

VILLAGE OF SOMERS:

By: _____

Name: _____

Date: November ____, 2025

Attest: _____

Name: _____

Date: November ____, 2025

PROPOSED BUILDING ADDITION PHASE ONE FOR: SHORELAND LUTHERAN HIGH SCHOOL

KENOSHA, WI

PROJECT INFORMATION

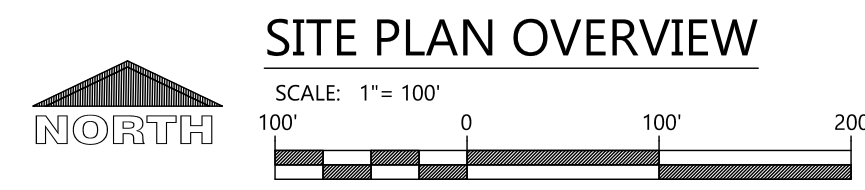
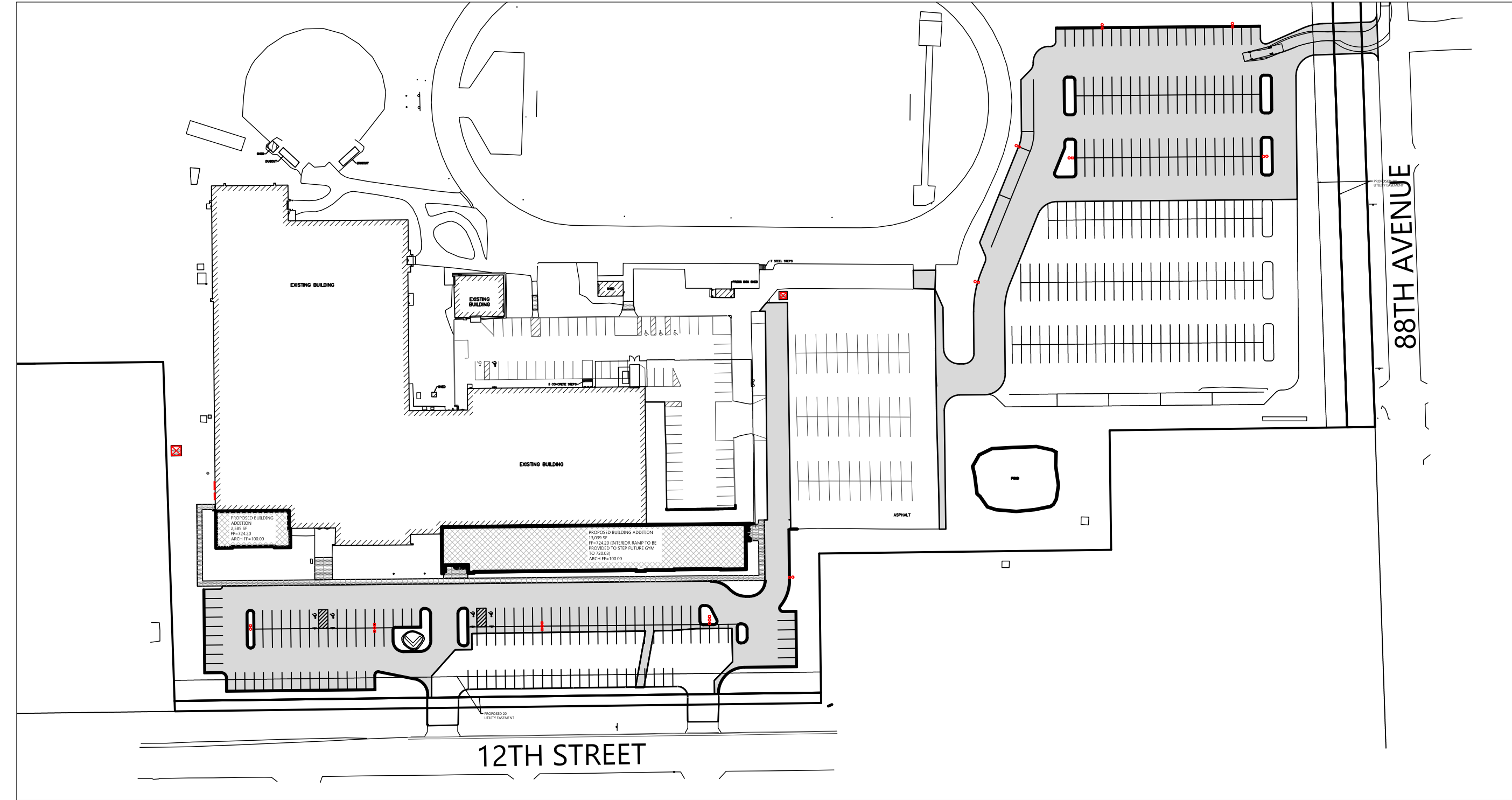
SITE INFORMATION:			
PROPERTY AREA: LOT 1 OF PROPOSED CSM	2,427,904 S.F. (55.74 ACRES).		
EXISTING ZONING: I-1 (INSTITUTIONAL)			
PROPOSED ZONING: I-1 (INSTITUTIONAL)			
PROPOSED USE: PHASE 1- EXISTING SCHOOL BLDG. ADDITION & PARKING LOT EXPANSION			
AREA OF SITE DISTURBANCE: 5.40 ACRES			
EXISTING SITE DATA			
BUILDING FLOOR AREA	2.14	93,153	3.8%
PAVEMENT (ASP., CONC. & GRAVEL)	4.77	207,664	8.6%
TOTAL IMPERVIOUS	6.91	300,817	12.4%
LANDSCAPE/ OPEN SPACE	48.83	2,127,087	87.6%
PROJECT SITE	55.74	2,427,904	100.0%
PROPOSED SITE DATA			
BUILDING FLOOR AREA	2.50	108,777	4.5%
PAVEMENT (ASP., CONC. & GRAVEL)	4.87	211,920	8.7%
TOTAL IMPERVIOUS	7.36	320,697	13.2%
LANDSCAPE/ OPEN SPACE	48.37	2,107,207	86.8%
PROJECT SITE	55.74	2,427,904	100.0%

TO OBTAIN LOCATION OF PARTICIPANTS' UNDERGROUND FACILITIES BEFORE YOU DIG IN WISCONSIN

CALL DIGGERS HOTLINE
1-800-242-8511

TOLL FREE TELEFAX (414) 259-0947
TDD (FOR THE HEARING IMPAIRED)
1-800-542-2289

WISCONSIN STATUTE 182.0175 (1974)
REQUIRES MINIMUM OF 3 WORK DAYS
NOTICE BEFORE YOU EXCAVATE



LEGEND

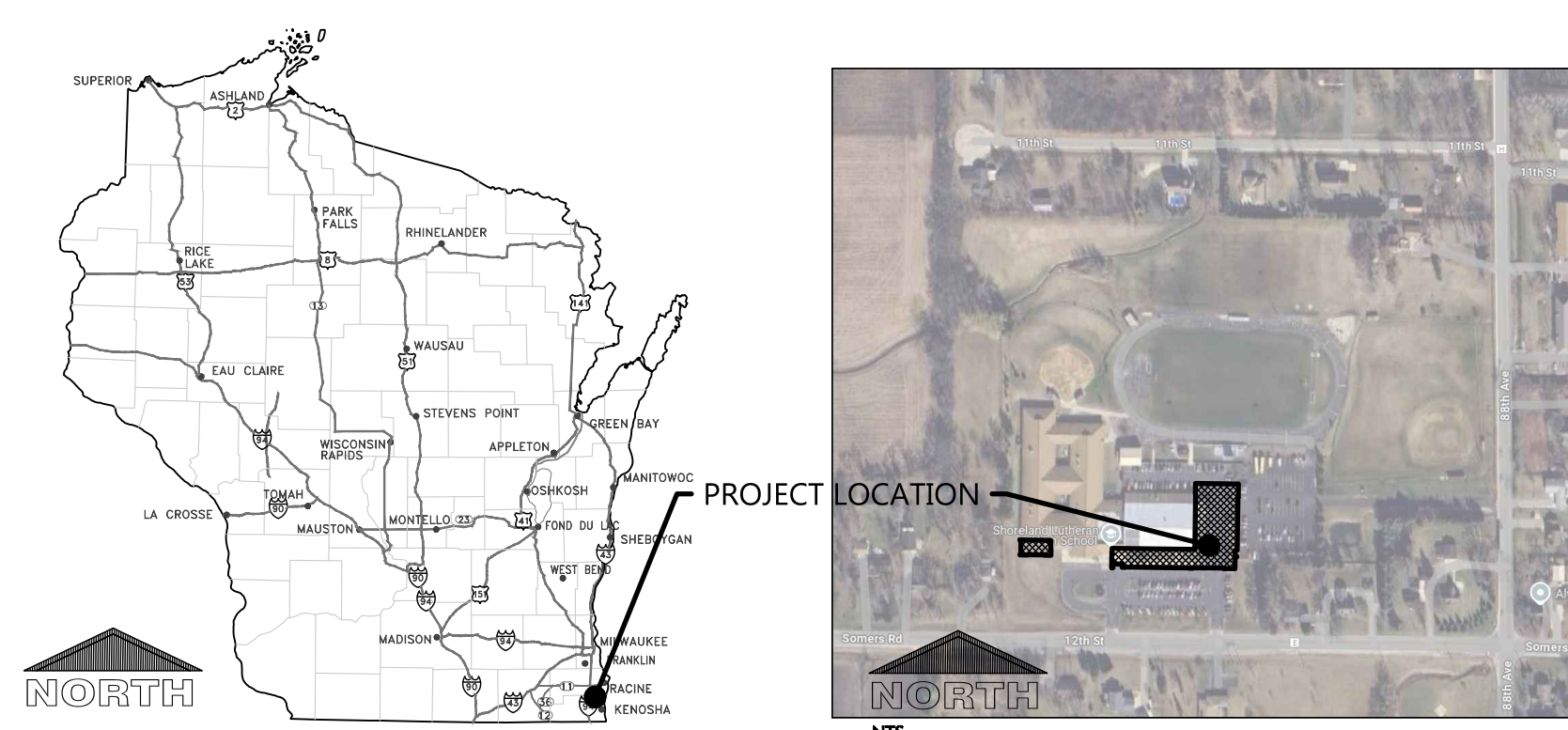
NOTE: ALL SYMBOLS SHOWN MAY NOT APPEAR ON DRAWINGS.

SYM.	IDENTIFICATION	SYM.	IDENTIFICATION
0000.00	PROPOSED SPOT ELEVATIONS (FLOW LINE OF CURB UNLESS OTHERWISE SPECIFIED)	0000.00C	PROPOSED SPOT ELEVATIONS (TOP OF CURB, FLOWLINE OF CURB)
0000.00G	EXISTING GRADE SPOT ELEVATIONS	0000.00L	PROPOSED SPOT ELEVATIONS (TOP OF WALK, BOTTOM OF WALK @ FLOWLINE)
0000.00BG	PROPOSED SPOT ELEVATIONS (REFERENCE R-WALL DETAIL) BG-FINISHED SURFACE GRADE AT BACK OF WALL	0000.00BW	PROPOSED SPOT ELEVATIONS (TOP OF WALK, BOTTOM OF WALK @ FLOWLINE)
0000.00FG	FG-FINISHED SURFACE GRADE AT FRONT OF WALL		
EXISTING SITE SYMBOLS			
EXISTING SIGN	EXISTING UTILITY POLE		
EXISTING HANDICAP PARKING STALL	EXISTING UTILITY POLE WITH GUY WIRE		
EXISTING WATER VALVE IN BOX	EXISTING STREET LIGHT		
EXISTING WATER VALVE IN MANHOLE	EXISTING TELEPHONE PEDESTAL		
EXISTING WATER SERVICE VALVE	EXISTING ELECTRIC PEDESTAL		
EXISTING WELL	EXISTING ELECTRIC BOX		
EXISTING STORM CATCH BASIN	EXISTING FLOOD LIGHT		
EXISTING STORM CURB INLET	EXISTING TELEPHONE MANHOLE		
EXISTING SQUARE CATCH BASIN	EXISTING CABLE TV PEDESTAL		
EXISTING LIGHT POLE	EXISTING GAS VALVE		
1-1/4" REBAR SET WEIGHING 4.30 LB/FT.	EXISTING HEDGE		
3/4" REBAR SET WEIGHING 1.50 LB/FT.	EXISTING WOODED AREA		
1-1/4" REBAR FOUND	EXISTING MARSH AREA		
3/4" REBAR FOUND	EXISTING DECIDUOUS TREE WITH TRUNK DIAMETER		
2" IRON PIPE FOUND	EXISTING CONIFEROUS TREE		
1" IRON PIPE FOUND	EXISTING SHRUB		
SECTION CORNER	EXISTING STUMP		
PROPOSED SITE SYMBOLS			
PROPOSED SIGN	PROPOSED STORM FIELD INLET - ST FI		
PROPOSED HANDICAP PARKING STALL	PROPOSED LIGHT POLE		
PROPOSED WATER VALVE IN BOX	PROPOSED DRAINAGE FLOW		
PROPOSED WATER VALVE IN MANHOLE	PROPOSED APRON END SECTION		
PROPOSED WATER SERVICE VALVE	SOIL BORING		
PROPOSED WELL	CENTER LINE		
PROPOSED STORM CATCH BASIN - ST CB	PROPOSED CLEANOUT		
PROPOSED STORM CURB INLET - ST CI	PROPOSED DOWNSPOUT TO GRADE		
	PROPOSED DOWNSPOUT TO RISER		
EXISTING LINETYPES			
EXISTING CHAINLINK FENCE	POL - EXISTING POLISH SEWER AND MANHOLE		
EXISTING WOOD FENCE	P - EXISTING PROCESS SEWER AND MANHOLE		
EXISTING BARBED WIRE FENCE	CLW - EXISTING CLEAR WATER LINE		
EXISTING CURB AND GUTTER	FO - EXISTING UNDERGROUND FIBER OPTIC LINE		
EXISTING GUARD RAIL	E - EXISTING UNDERGROUND ELECTRIC CABLE		
EXISTING GROUND CONTOUR	T - EXISTING UNDERGROUND TELEPHONE CABLE		
EXISTING STORM SEWER AND MANHOLE	G - EXISTING UNDERGROUND GAS LINE		
EXISTING SANITARY SEWER AND MANHOLE	OU - EXISTING OVERHEAD UTILITY LINE		
EXISTING WATER LINE AND HYDRANT	RAILROAD TRACKS		
INTERIOR PROPERTY LINE	RIGHT-OF-WAY LINE		
PROPOSED LINETYPES			
PROPOSED CHAINLINK FENCE	POL - PROPOSED POLISH SEWER AND MANHOLE		
PROPOSED WOOD FENCE	P - PROPOSED PROCESS SEWER AND MANHOLE		
PROPOSED BARBED WIRE FENCE	CLW - PROPOSED CLEAR WATER LINE		
PROPOSED CURB AND GUTTER	FO - PROPOSED UNDERGROUND FIBER OPTIC LINE		
PROPOSED GUARD RAIL	E - PROPOSED UNDERGROUND ELECTRIC CABLE		
PROPOSED GROUND CONTOUR	T - PROPOSED UNDERGROUND TELEPHONE CABLE		
PROPOSED STORM SEWER AND MANHOLE - ST MH	G - PROPOSED UNDERGROUND GAS LINE		
PROPOSED SANITARY SEWER AND MANHOLE - SAN MH	OU - PROPOSED OVERHEAD UTILITY LINE		
PROPOSED WATER LINE AND HYDRANT	MATCHLINE		
PROPOSED PROPERTY LINE	GRADING/SEEDING LIMITS		

PROJECT CONTACTS

OWNER INFORMATION: SHORELAND LUTHERAN HIGH SCHOOL PAUL SCRIVER 9026 12TH STREET KENOSHA, WI 53144 Phone: (262) 515-4527 Email: scriver@slhs.us	CIVIL: JEREMY WAGNER Phone: (920) 322-1575 E-mail: jeremy.w@excelengineer.com	VILLAGE ADMINISTRATOR: JIM HURLEY Phone: (262) 859-2822 E-mail: jhurley@somerswi.gov	VILLAGE ENGINEER: BAXTER & WOODMAN CONSULTING ENGINEERS DOUG SNYDER Phone: (815) 444-3349 E-mail: dsnyder@baxterwoodman.com	VILLAGE FIRE CHIEF: BEN ANDERSEN Phone: (262) 859-2277 E-mail: bandersen@somerswi.gov	VILLAGE BUILDING INSPECTOR: SCOTT SEYMOUR Phone: (262) 859-2822 E-mail: sseymour@somerswi.gov	VILLAGE DIRECTOR OF PUBLIC WORKS: JOSH SULLIVAN Phone: (262) 859-2822 E-mail: jsullivan@somerswi.gov
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LOCATION MAP



PROJECT NOTES

GENERAL PROJECT NOTES

- ALL DRIVEWAYS AND CURB CUTS TO BE CONSTRUCTED ACCORDING TO LOCAL ORDINANCES. CONTRACTOR TO OBTAIN ALL NECESSARY PERMITS.
- THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL WORK IN ROW PERMITS.

CONSTRUCTION STAKING SERVICES

CONSTRUCTION STAKING SHALL BE COMPLETED BY EXCEL ENGINEERING AS REQUESTED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE. CONTRACTOR TO CONTACT RYAN WILGREEN AT 820-826-8800 OR RYAN.W@EXCELENGINEER.COM TO GET STAKING PRICES TO INCLUDE IN BID TO OWNER. PAYMENT OF STAKING COSTS ABOVE AND BEYOND THE BASE PRICE DUE TO RESTAKING WILL BE THE RESPONSIBILITY OF THE CONTRACTOR, NOT THE OWNER. CAD DRAWING FILES AND SURVEY CONTROL WILL NOT BE PROVIDED FOR STAKING PURPOSES.

SHEET INDEX

SHEETS BELOW INTENDED TO BE PRINTED IN COLOR. REFER TO DIGITAL FORMAT DRAWINGS IF PRINTED GRAYSACLE TO ENSURE SCOPE CLARITY.

NUMBER	SHEET NAME / DESCRIPTION
CD.1	CIVIL COVER SHEET
CD.2	CIVIL SPECIFICATIONS
C1.0	EXISTING SITE AND DEMOLITION PLAN
C1.1	SITE PLAN
C1.2	GRADING AND EROSION CONTROL PLAN
C1.3	UTILITY PLAN
C1.4	LANDSCAPE AND RESTORATION PLAN
C2.0	DETAILS
C2.1	DETAILS
C3.1	PHOTOMETRIC PLAN & DETAILS

BENCHMARK/PLAN DATUM NOTE
EXISTING CONDITIONS SURVEY AND CONSTRUCTION PLANS ARE BASED OFF NAVD88 SURVEY DATUM. TO CONVERT FROM NAVD88 TO NGVD29, ADD 0.22 FEET. SEE C1.0 AND C1.2A FOR BENCHMARK LOCATIONS AND ELEVATION INFORMATION.



PROJECT INFORMATION

PROPOSED BUILDING ADDITION PHASE ONE FOR:
SHORELAND LUTHERAN HIGH SCHOOL
9026 12TH STREET • KENOSHA, WI 53144



SHEET DATES

ISSUED FOR CONSTRUCTION	
IFC	AUG. 20, 2025
CB2	OCT. 15, 2025
CB3	NOV. 6, 2025

JOB NUMBER

240018700

SHEET NUMBER

C0.1

CIVIL SPECIFICATIONS

DIVISION 31 EARTH WORK

31 10 00 SITE CLEARING (DEMOLITION)

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

31 20 00 EARTH MOVING

- A. CONTRACTOR SHALL CALL DIGGER'S HOT LINE AND CONDUCT A PRIVATE UTILITY LOCATE AS REQUIRED TO ENSURE THAT ALL UTILITIES HAVE BEEN LOCATED BEFORE STARTING EXCAVATION. DESIGN ENGINEER SHALL BE NOTIFIED OF ANY DISCREPANCIES BETWEEN PLANS AND FIELD CONDITIONS PRIOR TO CONSTRUCTION.
- B. PROVIDE LABOR, MATERIALS AND EQUIPMENT FOR ALL EXCAVATION, GRADING, FILL AND BACKFILL WORK AS REQUIRED TO COMPLETE THE GENERAL CONSTRUCTION WORK. ALL EXCAVATION AND BACKFILL FOR ELECTRICALS AND MECHANICALS ARE THE RESPONSIBILITY OF THE RESPECTIVE CONTRACTOR UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS.
- C. ALL ORGANIC TOPSOIL INSIDE THE BUILDING AREA, UNDER LAWN AREAS, AND AT SITE FILL AREAS SHALL BE REMOVED. PROTECT SUBGRADE BEFORE PLACING FILL WITH HEAVY PNEUMATIC TIRED EQUIPMENT, SUCH AS A FULLY LOADED TANDUM AXLE DUMP TRUCK, TO IDENTIFY SOFT SPOTS AND AREAS OF EXCESS WEAVING. CONTRACTOR SHALL VERIFY TOPSOIL DEPTHS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL REVIEW AND FOLLOW THE RECOMMENDATIONS OF THE GEOTECHNICAL REPORT AND ACCOUNT FOR EXISTING CONDITIONS PRIOR TO SUBMITTING BID FOR THE PROJECT. EXCESS MATERIALS SHALL BE REMOVED FROM THE SITE UNLESS OTHERWISE DIRECTED IN THE PLANS OR BY LOCAL ZONING REQUIREMENTS.
- D. PLACE AND COMPACT FILL MATERIAL IN LAYERS TO REQUIRED ELEVATIONS. UNLESS OTHERWISE NOTED OR REBATE SURGRADE AND EACH SUBSEQUENT FILL OR DENSITY. REMOVE AND REPLACE, OR SCARP AND AIR DRY, OTHERWISE SATISFACTORY SOIL MATERIAL THAT IS TOO WEAK TO COMPACT TO SPECIFIED DRY DENSITY.
- E. PLACE BACKFILL AND FILL MATERIALS IN LAYERS NOT MORE THAN 8" IN LOOSE DEPTH FOR MATERIAL COMPACTED BY HEAVY COMPACTION EQUIPMENT, AND NOT MORE THAN 4" IN LOOSE DEPTH FOR MATERIAL COMPACTED BY HAND-OPERATED TAMPIERS.
- F. COMPACT THE SOIL TO NOT LESS THAN THE FOLLOWING PERCENTAGES OF MAXIMUM DRY DENSITY ACCORDING TO ASTM D 698, STANDARD PROCTOR TEST. FILL MAY NOT BE PLACED ON FROZEN GROUND AND NO FROZEN MATERIALS MAY BE USED FOR BACK FILL. APPLY THE MOST STRINGENT REQUIREMENTS WHEN COMPARING BETWEEN THE FOLLOWING AND THE GEOTECHNICAL REPORT.
 1. UNDER FOUNDATIONS - SURGRADE, AND EACH LAYER OF BACKFILL OR FILL MATERIAL, TO NOT LESS THAN 98 PERCENT.
 2. UNDER INTERIOR SLAB-ON-GRADE WHERE GROUNDWATER IS MORE THAN 3 FEET BELOW THE SLAB - PLACE A DRAINAGE COURSE LAYER OF 3/4" CRUSHED STONE WITH 5% TO 12% FINEF. PER THICKNESS INDICATED ON FOUNDATION PLANS ON PREPARED SURGRADE. COMPACT THE SURGRADE AND DRAINAGE COURSE TO NOT LESS THAN 95 PERCENT.
 3. UNDER INTERIOR SLAB-ON-GRADE WHERE GROUNDWATER IS WITHIN 3 FEET OF THE SLAB SURFACE - PLACE A DRAINAGE COURSE LAYER OF CLEAN 3/4" CRUSHED STONE WITH NO MORE THAN 5% FINES. PER THICKNESS INDICATED ON FOUNDATION PLANS ON PREPARED SURGRADE. COMPACT THE SURGRADE AND DRAINAGE COURSE TO NOT LESS THAN 95 PERCENT.
 4. UNDER EXTERIOR CONCRETE AND ASPHALT PAVEMENTS - COMPACT THE SURGRADE AND EACH LAYER OF BACKFILL OR FILL MATERIAL TO NOT LESS THAN 95 PERCENT.
 5. UNDER WALKWAYS - COMPACT SURGRADE AND EACH LAYER OF BACKFILL OR FILL MATERIAL TO NOT LESS THAN 95 PERCENT.
 6. UNDER LAWNS OR UNPAVED AREAS - COMPACT SURGRADE AND EACH LAYER OF BACKFILL OR FILL MATERIAL TO NOT LESS THAN 85 PERCENT.
- G. CONTRACTOR SHALL ENGAGE A QUALIFIED INDEPENDENT TESTING AND INSPECTING AGENCY TO PERFORM FIELD TESTS AND INSPECTIONS. CONTRACTOR SHALL PROVIDE DOCUMENTATION OF PASSING DENSITY TESTING AND PROOF-ROLLING TO ENGINEER UPON COMPLETION. IT IS SUGGESTED THAT THE GEOTECHNICAL FIRM USE TO PERFORM THE SUBSURFACE SOIL INVESTIGATION BE ENGAGED FOR THE FIELD QUALITY CONTROL TESTS. THE GEOTECHNICAL REPORT WAS PERFORMED BY GILES ENGINEERING ASSOCIATES.
 1. ALLOW THE TESTING AGENCY TO TEST AND INSPECT SUBGRADES AND EACH FILL OR BACKFILL LAYER. PROCEED WITH SUBSEQUENT EARTHWORK ONLY AFTER TEST RESULTS FOR PREVIOUSLY COMPLETED WORK COMPLY WITH REQUIREMENTS. PROVIDE ONE TEST FOR EVERY 2000 SQUARE FEET OF PAVED AREA OR BUILDING SLAB. ONE TEST FOR EACH SPREAD FOOTING, AND ONE TEST FOR EVERY 50 LINEAR FEET OF WALL STRIP FOOTING.
 2. WHEN THE TESTING AGENCY REPORTS THAT SUBGRADES, FILLS, OR BACKFILLS HAVE NOT ACHIEVED DEGREE OF COMPACTION SPECIFIED, SCARP AND REBATE OR REMOVE OR REPLACE FILL SOIL TO DEPTH REQUIRED, RECOMPACT AND RETEST UNTIL SPECIFIED COMPACTION IS OBTAINED.
 3. IF THE BUILDING SITE SHALL BE GRADED TO PROVIDE DRAINAGE AWAY FROM THE BUILDING AS INDICATED ON THE PLANS, SITE EARTHWORK SHALL BE GRADED WITHIN 6 TO 10' OF REQUIRED EARTHWORK ELEVATIONS ASSUMING POSITIVE DRAINAGE IS MAINTAINED IN ACCORDANCE WITH THE GRADING PLAN.

31 30 00 EROSION CONTROL/STORMWATER MANAGEMENT

- A. THE EXCEL ENGINEERING DESIGN ENGINEER SHALL PREPARE A SITE SPECIFIC EROSION CONTROL AND A STORMWATER MANAGEMENT PLAN PURSUANT TO NR 216.46 AND NR 216.47. THE DESIGN ENGINEER SHALL ALSO FILE A CONSTRUCTION NOTICE OF INTENT WITH THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES PURSUANT TO NR 216.46 AND TO AN AUTHORIZED LOCAL PROGRAM PURSUANT TO NR 216.415 TO OBTAIN COVERAGE UNDER THE GENERAL WORKS STORM WATER PERMIT.
 1. THE CONTRACTOR SHALL KEEP THE NOTICE OF INTENT PERMIT APPROVED EROSION CONTROL AND STORMWATER MANAGEMENT PLANS AND PLAN AMENDMENTS ON THE CONSTRUCTION SITE AT ALL TIMES PURSUANT TO NR 216.465 UNTIL PERMIT COVERAGE IS TERMINATED.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL LOCAL EROSION CONTROL PERMITS.
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MEETING THE MONITORING, MAINTENANCE, AND REPORTING REQUIREMENTS OF NR 216.48. INSPECTIONS OF IMPLEMENTED EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES MUST AT A MINIMUM BE INSPECTED EVERY 7 CALENDAR DAYS OR EVERY 14 DAYS AND WITHIN 24 HOURS OF THE END OF A RAIN EVENT OF .05" OR MORE. A RAIN EVENT MAY BE CONSIDERED TO THE TOTAL AMOUNT OF PRECIPITATION RECORDED IN ANY CONTINUOUS 24-HOUR PERIOD. THE CONTRACTOR SHALL REPAIR OR REPLACE EROSION AND SEDIMENT CONTROL AS NECESSARY WITHIN 24 HOURS OF AN INSPECTION OR AFTER A DEPARTMENT NOTIFICATION WHERE REPAIR OR REPLACEMENT IS REQUIRED.
 4. THE CONTRACTOR SHALL MAINTAIN, AT THE CONSTRUCTION SITE OR AVAILABLE VIA AN INTERNET WEBSITE, RECORDS OF ALL INSPECTIONS CONDUCTED. WISCONSIN DNR CONSTRUCTION SITE INSPECTION REPORT FORM 3400-187 SHALL BE USED. WEEKLY INSPECTION REPORTS SHALL INCLUDE ALL OF THE FOLLOWING:
 1. THE DATE, TIME, AND LOCATION OF THE CONSTRUCTION SITE INSPECTION.
 2. THE NAME OF THE INDIVIDUAL WHO PERFORMED THE INSPECTION.
 3. AN ASSESSMENT OF THE CONDITION OF THE EROSION AND SEDIMENT CONTROLS.
 4. A DESCRIPTION OF ANY EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICE IMPLEMENTATION AND MAINTENANCE PERFORMED.
 5. A DESCRIPTION OF THE PRESENT PHASE OF LAND DISTURBING CONSTRUCTION ACTIVITY AT THE CONSTRUCTION SITE.
 5. EROSION AND SEDIMENT CONTROL, IMPLEMENTED DURING CONSTRUCTION SHALL STRICTLY COMPLY WITH THE GUIDELINES AND REQUIREMENTS SET FORTH IN WISCONSIN ADMINISTRATIVE CODE (SAC) CHAPTER 151, THE STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES RUNOFF MANAGEMENT PERFORMANCE STANDARDS. TECHNICAL STANDARDS PUBLISHED BY THE WISCONSIN DNR SHALL ALSO BE UTILIZED TO IMPLEMENT THE REQUIRED PERFORMANCE STANDARDS. THE METHODS AND TYPES OF EROSION CONTROL WILL BE DETERMINED BY THE LOCATION AND TYPE OF WORK INVOLVED. ALL SEDIMENT CONTROL MEASURES SHALL BE ADJUSTED TO MEET FIELD CONDITIONS AT THE TIME OF CONSTRUCTION. ALL AGGREGATE PLACED MUST BE COMPACTED TO AN AVERAGE DENSITY PER WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION. BELOW IS A LIST OF EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES TO ACHIEVE THE PERFORMANCE STANDARDS REQUIRED.
 1. Silt fences shall be placed ON SITE AT LOCATIONS SHOWN ON THE EROSION CONTROL PLAN.
 2. DITCH CHECKS SHALL BE PROVIDED TO REDUCE THE VELOCITY OF WATER FLOWING IN DITCH CHANNELS. PLACES AT LOCATIONS SHOWN ON THE EROSION CONTROL PLAN. FOLLOW PROCEDURES FOUND IN WISCONSIN DNR TECHNICAL STANDARD 1068 (CURRENT EDITION).
 3. TRACKING PADS AND TRACKOUT CONTROLS SHALL BE INSTALLED PRIOR TO ANY TRAFFIC LEAVING THE CONSTRUCTION SITE. THE TRACKING PAD PLAN FOR EACH PROJECT SHALL BE PLACED AT ALL AGGREGATE USES FOR THE STONE TRACKING PAD SHALL BE 3/8" TO 1 INCH CLEAR OR WASHED STONE AND SHALL BE PLACED IN A LAYER AT LEAST 12 INCHES THICK. THE STONE TRACKING PAD SHALL BE THE FULL WIDTH OF THE EGRESS POINT (12 MIN WIDTH) AND SHALL HAVE A MINIMUM OF 50 FEET WIDTH. SURFACE WATER MUST BE PREVENTED FROM PASSING THROUGH THE TRACKING PAD. OTHER TRACKOUT CONTROL PRACTICES INCLUDING STABILIZED WORK SURFACES, MANUFACTURED TRACKOUT CONTROL DEVICES, TIRE WASHING, AND STREET/PAVEMENT CLEANING SHALL BE IMPLEMENTED AS NECESSARY TO MITIGATE THE TRACKOUT OF SEDIMENT OFFSITE. FOLLOW PROCEDURES FOUND IN WISCONSIN DNR TECHNICAL STANDARD 1059 (CURRENT EDITION).
 4. STORM DRAIN INLET PROTECTION SHALL BE PROVIDED FOR ALL NEW AND DOWNSTREAM STORM CATCH BASINS AND CURB INLETS. TYPE 8 OR 9 PROTECTION SHOULD BE PROVIDED AND SHALL BE IN CONFORMANCE WITH WISCONSIN DNR TECHNICAL STANDARD 1068 (CURRENT EDITION).
 5. DUST CONTROL MEASURES SHALL BE PROVIDED TO REDUCE OR PREVENT THE SURFACE AND AIR TRANSPORT OF DUST DURING CONSTRUCTION. CONTROL MEASURES INCLUDE APPLYING MULCH AND ESTABLISHING VEGETATION, WATER SPRAYING, SURFACE ROUGHENING, APPLYING POLYMERS, SPRAYING FACIESTERS, CHANGES, AND BARRIERS. SOME SITES MAY REQUIRE AN APPROACH THAT UTILIZES A COMBINATION OF MEASURES FOR DUST CONTROL. FOLLOW PROCEDURES FOUND IN WISCONSIN DNR TECHNICAL STANDARD 1068 (CURRENT EDITION).
 6. THE USE, STORAGE, AND DISPOSAL OF CHEMICALS, CEMENT, AND OTHER COMPOUNDS AND MATERIALS SHALL BE PLACED ON SITE BE MANAGED DURING THE EROSION CONTROL PERIOD TO PREVENT THEIR TRANSPORT BY RUNOFF INTO WATERS OF THE STATE.
 7. CONTRACTOR SHALL PROVIDE AN OPEN AGGREGATE CONCRETE TRUCK WASHOUT AREA ON SITE. CONTRACTOR TO ENSURE THAT CONCRETE WASHOUT SHALL BE CONTAINED TO THIS DESIGNATED AREA AND NOT BE ALLOWED TO RUN INTO STORM INLETS OR INTO THE OVERLAND STORMWATER DRAINAGE SYSTEM. WASHOUT AREA SHALL BE REMOVED UPON COMPLETION OF CONSTRUCTION.
 8. TEMPORARY SITE RESTORATION SHALL TAKE PLACE IN DISTURBED AREAS THAT WILL NOT BE BROUGHT TO FINAL GRADE OR ON WHICH LAND DISTURBING ACTIVITIES WILL NOT BE PERFORMED FOR A PERIOD GREATER THAN 30 DAYS AND REQUIRES VEGETATIVE COVER FOR LESS THAN ONE YEAR. THIS TEMPORARY SITE RESTORATION REQUIREMENT ALSO APPLIES TO SOIL STOCKPILES THAT EXIST FOR MORE THAN 7 DAYS. PERMANENT RESTORATION APPLIES TO AREAS WHERE PERMANENT VEGETATIVE COVER IS NEEDED TO PERMANENTLY STABILIZE AREAS OF EXPOSED SOIL. PERMANENT STABILIZATION SHALL OCCUR WITHIN 3 WORKING DAYS OF FINAL GRADING. TOPSOIL, SEED, AND MULCH SHALL BE IN GENERAL CONFORMANCE WITH TECHNICAL STANDARDS 1058 AND 1059 AND SHALL MEET THE SPECIFICATIONS FOUND IN THE LANDSCAPING AND SITE STABILIZATION SECTION OF THIS CONSTRUCTION DOCUMENT. ANY SOIL, EROSION THAT OCCURS AFTER FINAL GRADING AND/OR FINAL STABILIZATION MUST BE REPAIRED AND THE STABILIZATION WORK REDONE.
 9. IF SITE DEWATERING IS REQUIRED FOR PROPOSED CONSTRUCTION ACTIVITIES, ALL SEDIMENT LADEN WATER GENERATED DURING THE DEWATERING PROCESS SHALL BE TREATED TO REMOVE SEDIMENT PRIOR TO DISCHARGING OFF-SITE OR TO WATERS OF THE STATE. FOLLOW ALL PROCEDURES FOUND IN TECHNICAL STANDARD 1061.
 10. ALL OFF-SITE SEDIMENT DEPOSITS OCCURRING AS A RESULT OF CONSTRUCTION WORK OR A STORM EVENT SHALL BE CLEANED BY THE END OF EACH WORKING DAY. DUST CONTROL REQUIREMENTS SHALL BE FOLLOWED PER WI DNR TECHNICAL STANDARD 1068 (CURRENT EDITION). FLOUSHING SHALL NOT BE ALLOWED.
 11. ONCE THE CONSTRUCTION PERIOD SHALL NOT BE REMOVED UNTIL THE AREAS SERVED HAVE ESTABLISHED VEGETATIVE COVER.
 12. IF THE CONSTRUCTION PERIOD HAS BEEN FULLY STABILIZED AND TEMPORARY EROSION CONTROL BEST MANAGEMENT PRACTICES HAVE BEEN REMOVED, THE CONTRACTOR SHALL FILE A CONSTRUCTION NOTICE OF TERMINATION WITH THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES IN ACCORDANCE WITH NR 216.55.
 13. AT THE COMPLETION OF THE PROJECT, THE CONTRACTOR SHALL GIVE THE OWNER COPIES OF THE EROSION CONTROL AND STORM WATER MANAGEMENT PLANS, AMENDMENTS TO PLANS, SUPPORTING PLAN DATA, AND CONSTRUCTION SITE EROSION CONTROL INSPECTION REPORTS. THE OWNER SHALL RETAIN THESE FOR A PERIOD OF 3 YEARS FROM THE DATE OF TERMINATING COVERAGE UNDER WPDES GENERAL PERMIT.
 14. ALL POST CONSTRUCTION STORMWATER MANAGEMENT BEST MANAGEMENT PRACTICES SHALL BE CONSTRUCTED BEFORE THE SITE HAS UNDERGONE FINAL STABILIZATION.

DIVISION 32 EXTERIOR IMPROVEMENTS

32 10 00 AGGREGATE BASE & ASPHALT PAVEMENT

- A. CONTRACTOR TO PROVIDE COMPACTED AGGREGATE BASE AND HOT MIX ASPHALT PAVEMENT WHERE INDICATED ON THE PLANS. ALL AGGREGATE PROVIDED MUST COMPLY WITH SECTION 305 OF THE WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION. PROVIDE HOT MIX ASPHALT MIXTURE TYPES PER SECTION 460 OF THE WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION. CONTRACTOR SHALL OBTAIN AND REVIEW SOILS REPORTS AND RECOMMENDATIONS FOR GEO-GRI (GEOFIBRE BELOW CRUSHED AGGREGATE IF APPLICABLE). CONTRACTOR TO PROVIDE AGGREGATE BASE AND HOT MIX ASPHALT PAVEMENT TYPES AND CLASS AS INDICATED BELOW.
 1. STANDARD ASPHALT PAVING SECTION 1-1/2" SURFACE COURSE (S1 117-88-283) (WSDOT 455.2.5 TACK COAT (STAGED PAVING) 2" BINDER COURSE (S4 117-88-285) 10' OF 1-1/4" CRUSHED AGGREGATE.

- B. CONTRACTOR TO PLACE THE AGGREGATE BASE, ASPHALT BINDER COURSE, AND ASPHALT SURFACE COURSE TO AN AVERAGE DENSITY PER WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION. ALL ASPHALT PAVED AREAS SHALL BE PAVED TO WITHIN 0.02" OF DESIGN SURFACE GRADES WITH POSITIVE DRAINAGE BEING MAINTAINED IN ACCORDANCE WITH DESIGN PLANS. A MINIMUM OF 15% SLOPE SHALL BE MAINTAINED IN ALL ASPHALT PAVED AREAS.
- C. HOT MIX ASPHALT CONSTRUCTION TO BE PROVIDED MORE STRINGENT REQUIREMENTS OF GEOTECHNICAL REPORT OR CONSTRUCTION DOCUMENTS.
- D. CONTRACTOR TO PROVIDE 4" WIDE YELLOW PAINTED STRIPING FOR PARKING STALLS, TRAFFIC LANES, AND NO PARKING AREAS. YELLOW PAINT MARKINGS SHALL ALSO BE PROVIDED FOR H.C. ACCESSIBLE SYMBOLS, TRAFFIC ARROWS, AND TRAFFIC MESSAGES.

32 20 00 CONCRETE AND AGGREGATE BASE

- A. CONTRACTOR TO PROVIDE CRUSHED AGGREGATE BASE AND CONCRETE WHERE INDICATED ON THE PLANS.
- B. ALL AGGREGATE PROVIDED MUST COMPLY WITH SECTION 305 OF THE WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION. ALL AGGREGATE PLACED MUST BE COMPACTED TO AN AVERAGE DENSITY PER WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION.
- C. DESIGN AND CONSTRUCTION OF ALL CAST-IN-PLACE EXTERIOR CONCRETE FLAT WORK SHALL CONFORM TO ACI 308R-08 & ACI 318-08.
- D. EXTERIOR CONSTRUCTION SHALL BE PROVIDED PER MORE STRINGENT REQUIREMENTS OF THE GEOTECHNICAL REPORT OR THIS SPECIFICATION. CONCRETE FLAT WORK CONSTRUCTION IS AS FOLLOWS:
 1. SIDEWALK CONCRETE - 5" OF CONCRETE OVER 4" OF 3/4" CRUSHED AGGREGATE BASE. MAXIMUM CURB HEIGHT SHALL BE 4 INCHES. ALL AGGREGATE SHALL BE PLACED 1" DEEP FOLLOWED JOINT WHERE INDICATED ON THE PLANS.

- E. DESIGN MIXES SHALL BE IN ACCORDANCE WITH ASTM C94
 1. STRENGTH TO BE MINIMUM OF 4500 PSI AT 28 DAYS FOR EXTERIOR CONCRETE.
 2. MAXIMUM WATER-CEMENT RATIO SHALL BE 0.45.
 3. SLUMP SHALL NOT EXCEED 4" FOR INTERIOR CONCRETE FLAT WORK.
 4. SLUMP SHALL BE 25" OR LESS FOR SUP-FORMED CURB AND GUTTER.
 5. SLUMP SHALL BE BETWEEN 15" TO 25" FOR NON SUP-FORMED CURB AND GUTTER.
 6. ALL EXTERIOR CONCRETE SHALL BE AIR ENTRAINED WITH 4% TO 7% AIR CONTENT. NO WATER REDUCERS OR STRENGTHENERS SHALL BE IMPLEMENTED AS NECESSARY TO MITIGATE THE TRACKOUT OF SEDIMENT OFFSITE. FOLLOW PROCEDURES FOUND IN WISCONSIN DNR TECHNICAL STANDARD 1059 (CURRENT EDITION).
 7. MAXIMUM AGGREGATE SIZE FOR CONCRETE SHALL BE 0.75 INCHES.
- F. VERIFY EQUIPMENT COMPLIANCE PADS SIZES WITH CONTRACTOR REQUIREING PAD. PADS SHALL HAVE FIBERWEBS 300 FIBERS AT A RATE OF 1.5 LBS./CU. YD. OR 6 X 6W4 X W4 WELDED WIRE MESH WITH MINIMUM 1 INCH COVER. EQUIPMENT PADS SHALL BE 3 INCHES THICK WITH 1 INCH CHAMFER UNLESS SPECIFIED OTHERWISE. COORDINATE ADDITIONAL PAD REQUIREMENTS WITH RESPECTIVE CONTRACTOR.
- G. ALL CONCRETE FLAT WORK SURFACES AND CONCRETE CURB FLOWLINES SHALL BE CONSTRUCTED TO WITHIN 0.02" OF DESIGN SURFACE AND FLOWLINE GRADES ASSUMING POSITIVE DRAINAGE IS MAINTAINED IN ACCORDANCE WITH THE DESIGN PLANS.

- H. CONCRETE FLAT WORK SHALL HAVE CONSTRUCTION JOINTS OR TOoled JOINTS PLACED AS INDICATED ON THE PLANS OR PER THIS SPECIFICATION. CONCRETE CURB AND GUTTER JOINING SHALL BE PLACED EVERY 10' OR CLOSER (6 MIN). IF CONCRETE PAVEMENT IS ADJACENT TO CONCRETE CURB, JOINING IN THE PAVEMENT AND CURB SHALL ALIGN. ALL EXTERIOR CONCRETE SHALL HAVE A BROOM FINISH UNLESS NOTED OTHERWISE. A UNIFORM COAT OF A HIGH SOLIDS CURING AND SEALING COMPOUND MEETING ASTM C939 AND ASTM C1515 SHALL BE APPLIED TO ALL EXPOSED CONCRETE SURFACES. ALL CONCRETE IS TO BE CURED FOR 7 DAYS. EXTERIOR CONCRETE SHALL BE SEPARATED FROM BUILDINGS WITH CONTINUOUS 1/8 INCH FIBER EXPANSION JOINT AND/OR 0.25 INCH FIBER EXPANSION JOINT AT DECORATIVE MASONRY UNITS.

- I. ALL REINFORCING BARS SHALL BE ASTM A615 GRADE 60. THICKNESS OF CONCRETE COVER OVER REINFORCEMENT SHALL BE NOT LESS THAN 3" WHERE CONCRETE IS DEPOSITED AGAINST THE GROUND WITHOUT THE USE OF FORMS AND NOT LESS THAN 1.5" FOR UP TO 45 BARS AND 2" FOR 46 TO 410 BARS IN ALL OTHER LOCATIONS. ALL REINFORCING SHALL BE LAPPED 48 DIAMETERS FOR UP TO 46 BARS, 62 DIAMETERS FOR 47 TO 49 BARS, 66 DIAMETERS FOR 410 BARS OR AS NOTED ON THE PLANS AND EXTENDED AROUND CORNERS WITH 90 DEGREE BENDS. PLACING AND NOTING OF STEEL REINFORCING AND REINFORCING SUPPORTS SHALL BE IN ACCORDANCE WITH CCSI AND ACI MANUAL AND STANDARD PRACTICES. THE REINFORCEMENT SHALL NOT BE PAINTED AND MUST BE FREE OF GREASE, OIL, DIRT OR DEEP RUST WHEN PLACED IN THE WORK. ALL WELDED WIRE FABRIC SHALL MEET THE REQUIREMENTS OF ASTM A 1064. WELDED WIRE FABRIC SHALL BE PLACED 2" FROM TOP OF SLAB UNLESS INDICATED OTHERWISE.
- J. CONTRACTOR SHALL ENGAGE A QUALIFIED INDEPENDENT TESTING AND INSPECTING AGENCY TO SAMPLE MATERIALS, PERFORM TESTS, AND SUBMIT TEST REPORTS DURING CONCRETE PLACEMENT. TESTS WILL BE PERFORMED ACCORDING TO ACI 301, CAST AND LABORATORY CURE ONE SET OF FOUR STANDARD CYLINDERS FOR EACH COMPOSITE SAMPLE FOR EACH DAY'S POUR OF EACH CONCRETE MIX EXCEEDING 1 CU. YD. BUT LESS THAN 25 CU. YD., PLUS ONE SET FOR EACH ADDITIONAL 50 CU. YD. OR FRACTION THEREOF. PERFORM COMPRESSIVE STRENGTH TESTS ACCORDING TO ASTM C 39. TEST TWO SPECIMENS AT 7 DAYS AND TWO SPECIMENS AT 28 DAYS. PERFORM SLUMP TESTING ACCORDING TO ASTM C 143. PROVIDE ONE TEST AT POINT OF PLACEMENT FOR EACH COMPOSITE SAMPLE, BUT NOT LESS THAN ONE TEST FOR EACH DAY'S POUR OF EACH CONCRETE MIX. PERFORM ADDITIONAL TESTS WHEN CORRECTIVE ACTION IS REQUIRED OR WHEN THERE IS A CHANGE.
- K. PROTECT FRESHLY PLACED CONCRETE FROM PREMATURE DRYING AND EXCESSIVE COOL OR HOT TEMPERATURES. IN HOT, DRY, AND WINDY WEATHER, APPLY AN EVAPORATION CONTROL COMPOUND ACCORDING TO MANUFACTURER'S INSTRUCTIONS AFTER SCREEDING AND BULL FLOATED, BUT BEFORE POWER FLOATING AND TROWELLING.
- L. LIMIT MAXIMUM WATER-CEMENTIOUS RATIO OF CONCRETE EXPOSED TO FREEZING, THAWING AND DICING SALTS TO 0.45.
- M. TEST RESULTS WILL BE REPORTED IN WRITING TO THE DESIGN ENGINEER, READY-MIX PRODUCER, AND CONTRACTOR WITHIN 24 HOURS AFTER TESTS. REPORTS OF COMPRESSIVE STRENGTH TESTS SHALL CONTAIN THE PROJECT IDENTIFICATION NAME AND NUMBER, DATE OF CONCRETE PLACEMENT, NAME OF CONCRETE TESTING SERVICE, CONCRETE TYPE AND CLASS, LOCATION OF CONCRETE BATCH ON SITE, DESIGN COMPRESSIVE STRENGTH AT 28 DAYS, CONCRETE MIX PROPORTIONS AND MATERIALS, COMPRESSIVE BREAKING STRENGTH, AND TYPE OF BREAK FOR BOTH 7-DAY TESTS AND 28-DAY TESTS.

32 30 00 LANDSCAPING AND SITE STABILIZATION

- A. TOPSOIL: CONTRACTOR TO PROVIDE A MINIMUM OF 6" OF TOPSOIL FOR ALL DISTURBED OPEN AREAS OTHER THAN LANDSCAPE ISLANDS SHALL BE PROVIDED WITH A MINIMUM OF 12" OF TOPSOIL. REUSE SURFACE SOIL STOCKPILED ON SITE AND SUPPLEMENT WITH IMPORTED OR MANUFACTURED TOPSOIL FROM ON-SITE SOURCES WHEN QUANTITIES ARE INSUFFICIENT. EXCAVATOR SHALL BE RESPONSIBLE FOR ROUGH PLACEMENT OF TOPSOIL. TO WITHIN 1" OF FINAL GRADE PRIOR TO LANDSCAPE FINAL GRADING. LANDSCAPER TO PROVIDE PLYMULCHING AND FINAL GRADING OF TOPSOIL. PROVIDE SOIL ANALYSIS AND TESTING LABORATORY AS REQUIRED TO VERIFY THE SUITABILITY OF SOIL. TO BE USED AS TOPSOIL AND TO DETERMINE THE NECESSARY SOIL AMENDMENTS. TEST SOIL FOR PRESENCE OF ATRAZINE AND INFORM EXCEL ENGINEERS, INC. IF PRESENT PRIOR TO BEGINNING PROJECT. TOPSOIL SHALL HAVE A PH RANGE OF 5.5 TO 6.8, CONTAIN A MINIMUM OF 5 PERCENT ORGANIC MATERIAL CONTENT, AND SHALL BE FREE OF STONES 1/4" OR LARGER IN DIAMETER. ALL MATERIALS HARMFUL TO PLANT GROWTH SHALL ALSO BE REMOVED.

- B. TOPSOIL INSTALLATION: LOOSEN SUBGRADE TO A MINIMUM DEPTH OF 6 INCHES AND REMOVE STONES LARGER THAN 1/4" IN DIAMETER. REMOVE ANY STICKS, ROCKS, RUBBISH, AND OTHER EXTRANEOUS MATERIAL AND DEPOSE OF THEM OFF THE PROPERTY. SPREAD TOPSOIL TO A DEPTH OF 6" BUT NOT LESS THAN THAT IS REQUIRED TO MEET FINISHED GRADES AFTER LIGHT ROLLING AND NATURAL SETTLEMENT. DO NOT SPREAD TOPSOIL IF SUBGRADE IS FROZEN, MUDDY, OR EXCESSIVELY WEET. GRADE PLANTING AREA TO A SMOOTH, UNIFORM SURFACE PLANE WITH A COOL, UNIFORM FINE TEXTURE. GRADE TO WITHIN 0.05 FEET OF FINISHED GRADE ELEVATION.

1. PERMANENT LAWN AREAS SHALL BE SEEDED WITH THE FOLLOWING MIXTURE: 65% KENTUCKY BLUEGRASS BLEND (20-2-6), 18% L17, 1000 S.F.), 20% PERENNIAL PREGRASS (10-6-8 LBS./1,000 S.F.), 15% FINE FESCUE (9-4-4), 18% L17, 1000 S.F.). STRAW AND MULCH SHALL BE LAD AT 100 LBS./1,000 S.F. FERTILIZE AS PER SOIL TEST OR APPLY 15-10-10 OR EQUIVALENT AT 5-6 LBS./1,000 S.F. SEE EROSION MATTING SPECIFICATIONS AS REQUIRED. ALL SITE DISTURBED AREAS NOT DESIGNATED FOR LANDSCAPING AND SITE STABILIZATION METHODS SHALL BE SEEDS AS PERMANENT LAWN. NO BARE TOPSOIL SHALL BE LEFT OPEN. FOLLOW PROCEDURES FOUND IN WORK TECHNICAL STANDARDS 1058 & 1059.
2. ALL PERMANENT AND TEMPORARY STORM WATER CONVEYANCE SWALE BOTTOMS AND SLOPE SLOPES AS WELL AS STORMWATER MANAGEMENT BASIN BOTTOMS AND SIDE SLOPES SHALL BE SEEDS WITH THE FOLLOWING MIXTURE: 45% KENTUCKY BLUEGRASS (6.0 LBS./1,000 S.F.), 40% CREeping RED FESCUE (6.0 LBS./1,000 S.F.), AND 15% PERENNIAL PREGRASS (3.0 LBS./1,000 S.F.). FERTILIZE AS PER SOIL TEST OR APPLY 15-10-10 OR EQUIVALENT AT 5-6 LBS./1,000 S.F. SEE EROSION MATTING SPECIFICATIONS AS REQUIRED. FOLLOW PROCEDURES FOUND IN WORK TECHNICAL STANDARDS 1058 & 1059.
3. ALL TEMPORARY SEEDING SHALL CONSIDER THE FOLLOWING MIXTURE: 100% PREGRASS AT 19 LBS./1,000 S.F. STRAW AND MULCH SHALL BE LAD AT 100 LBS./1,000 S.F. FERTILIZE AS PER SOIL TEST OR APPLY 15-10-10 OR EQUIVALENT AT 5-6 LBS./1,000 S.F. SEE EROSION MATTING SPECIFICATIONS AS REQUIRED. FOLLOW PROCEDURES FOUND IN WORK TECHNICAL STANDARDS 1058 & 1059.

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

- D. EROSION MATTING:
 1. CONTRACTOR TO PROVIDE EROSION CONTROL MATTING (NORTH AMERICAN GREEN 1510) OR EQUIVALENT ON ALL SLOPES THAT ARE 4:1 AND GREATER OUTSIDE OF STORMWATER CONVEYANCE SWALES AND STORMWATER MANAGEMENT BASINS. LAWN SEED SHALL BE PLACED BELOW MATTING IN ACCORDANCE WITH SEEDING REQUIREMENTS AND MANUFACTURER SPECIFICATIONS.
 2. CONTRACTOR TO PROVIDE EROSION MATTING (NORTH AMERICAN GREEN C125) OR EQUIVALENT IN ALL SWALE BOTTOMS AND SIDE SLOPES AS WELL AS STORMWATER MANAGEMENT BASIN BOTTOMS AND SIDE SLOPES AS REQUIRED. LAWN SEED SHALL BE PLACED BELOW MATTING IN ACCORDANCE WITH SEEDING REQUIREMENTS AND MANUFACTURER SPECIFICATIONS.

- E. RIP RAP: ALL RIP RAP ASSOCIATED WITH STORMWATER MANAGEMENT AND STORMWATER CONVEYANCE SWALES AND STORMWATER MANAGEMENT BASINS SHALL BE PLACED ON TOP OF THE PROPOSED ADJACENT GRADE ELEVATIONS IS NOT ACCEPTABLE. ALL RIP RAP SHALL BE PLACED ON TYPE III FILTER FABRIC PER SECTION 645 OF THE WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURAL CONSTRUCTION.

- F. TREES AND SHRUBS: PLANTING TREES AND SHRUBS WITH HEALTHY ROOT SYSTEMS DEVELOPED BY TRANSPORTING OR ROOT PRUNING. PROVIDE WELL-SHAPED, FULLY BRANCHED, AND HEALTHY LOOKING STOCK. STOCK SHOULD ALSO BE FREE OF DISEASE, INSECTS, EGGS, LARVAE, AND DEFECTS SUCH AS KNOTS, SUNK SCALD INJURIES, BRUISES, AND DISFIGUREMENT. SEE THE LANDSCAPE PLAN FOR SPECIFIC SPECIES, TREE SIZE, AND LOCATION.
- G. TREE AND SHRUB INSTALLATION: EXCAVATE CIRCULAR PITS WITH SIDES SLOPED INWARD. TRIM BASE LEAVING CENTER AREA RAISED SLIGHTLY TO SUPPORT ROOT BALL. EXCAVATE PIT APPROXIMATELY THREE TIMES AS WIDE AS THE ROOT BALL DIAMETER. SET TREES AND SHRUBS PLUMB AND IN CENTER OF PIT WITH TOP OF BALL 1" ABOVE ADJACENT FINISHED GRADES. PLACE PLANTING SOIL MIX AROUND ROOT BALL IN LAYERS AND TAMP TO SETTLE MIX. WATER ALL PLANTS THOROUGHLY. PROVIDE TEMPORARY STAKING FOR TREES AS REQUIRED.
- H. TREE AND SHRUB MAINTENANCE/WARRANTY: CONTRACTOR TO PROVIDE MAINTENANCE OF ALL LANDSCAPING FOR A PERIOD OF 90 DAYS FROM THE DATE OF INSTALLATION. MAINTENANCE TO INCLUDE REGULAR WATERING AS REQUIRED FOR SUCCESSFUL PLANT ESTABLISHMENT. CONTRACTOR TO PROVIDE 1 YEAR WARRANTY ON ALL TREES, SHRUBS, AND PERENNIALS.

- I. MINERAL MULCH/LANDSCAPE STONE: PROVIDE 3" MINIMUM THICK BLANKET OF 1.5" MINIMUM TO 2.5" MAXIMUM CRUSHED DECORATIVE STONE AT ALL PLANTING AREAS INDICATED ON THE LANDSCAPE PLAN. INSTALL OVER NON-WOVEN WEEB BARRIER FABRIC. COLOR BY OWNER.
- J. PLASTIC EROSION: INSTALL WALKWAY AND DRIVEWAYS BLACK DRAMAED LAWN EDGING TO SEPARATE ALL PLANTING BEDS FROM LAWN AREAS. EDGING TO BE 5.5" TALL WITH METAL STAKES INSTALLED PER MANUFACTURER'S WRITTEN INSTRUCTIONS.

DIVISION 33 UTILITIES

33 10 00 SITE UTILITIES

- A. CONTRACTOR TO FIELD VERIFY ALL EXISTING UNDERGROUND UTILITIES ON SITE. CONTRACTOR TO VERIFY PIPE LOCATIONS, SIZES, AND DEPTHS AT POINT OF PROPOSED CONNECTIONS AND VERIFY AND/OR WATER SERVICE LOCATIONS. PROVIDE CLEAR VERIFICATION OF ALL EXISTING UTILITIES AND OTHER OBSTRUCTIONS PRIOR TO CONSTRUCTION. COSTS INCURRED FOR FAILURE TO DO SO SHALL BE THE CONTRACTORS RESPONSIBILITY.
- B. CONTRACTOR TO FIELD TELEVISION ALL EXISTING SANITARY AND STORM LATERALS THAT ARE SCHEDULED TO BE RE-USED AND/OR CONNECTED TO ON SITE. THE TELEVISION SHALL BE COMPLETED TO INSURE THE EXISTING LATERALS ARE FREE OF OBSTRUCTIONS AT BEGINNING OF CONSTRUCTION AND DESIGN ENGINEER SHALL BE NOTIFIED OF ANY PIPE OBSTRUCTIONS AND/OR STRUCTURAL DEFICIENCIES IMMEDIATELY AFTER COMPLETION OF FIELD TELEVISION.
- C. ALL SANITARY PIPE SHALL BE IN ACCORDANCE WITH MATERIALS SPECIFIED IN TABLE A. ALLOWABLE PIPE MATERIAL SCHEDULE. ALL SANITARY PIPE BELOW FINISHED GRADES SHALL BE IN ACCORDANCE WITH MATERIALS SPECIFIED IN TABLE A. ALLOWABLE PIPE MATERIAL SCHEDULE. INSULATION SHALL BE PROVIDED PER STATE PLUMBING CODES AS NECESSARY BASED ON PROPOSED DEPTH PER PLANS.
- D. SANITARY SHALL BE 48" PRECAST AND CONFORM TO THE STANDARD SPECIFICATIONS FOR SEWER & WATER CONSTRUCTION IN WISCONSIN CURRENT EDITION UNLESS OTHERWISE DIRECTED BY THE ENGINEER. SANITARY FRAME AND GRATE TO BE NEEMAH R-1550-A OR EQUAL. RM ELEVATION TO BE SET AT FINISHED GRADE IN DEVELOPED AREAS AND 12" ABOVE FINISHED GRADE IN UNDEVELOPED AREAS EXCEPT AS OTHERWISE DIRECTED BY THE ENGINEER.
- E. CLEANOUTS SHALL BE PROVIDED FOR THE SANITARY & STORM SERVICES AT LOCATIONS INDICATED ON THE UTILITY PLAN. THE CLEANOUT SHALL CONSIST OF A COMBINATION WYE FITTING IN LINE WITH THE SANITARY/STORM SERVICE WITH THE CLEANOUT LEG OF THE COMBINATION WYE FACING STRAIGHT UP. THE CLEANOUT SHALL CONSIST OF 4" OR 6" VERTICAL PIPE WITH A WATER TIGHT REMOVABLE CLEANOUT PLUG. AN 8" PVC PROOF SLUVE SHALL BE PROVIDED. THE BOTTOM OF THE PROOF SLUVE SHALL TERMINATE 12" ABOVE THE TOP OF THE SANITARY LATERAL OR AT LEAST 6" BELOW THE PREDICTED FROST DEPTH, WHICHEVER IS SMALLER. THE CLEANOUT SHALL EXTEND JUST ABOVE THE SURFACE GRADE IN LAWN OR LANDSCAPE AREAS WITH THE FROST SLUVE TERMINATING AT THE GRADE SURFACE. THE CLEANOUT SHALL EXTEND TO THE SURFACE GRADE IN PAVED SURFACES WITH A ZURF (2-1474-N) HEAVY DUTY CLEANOUT HOUSING PLACED OVER THE TOP OF THE CLEANOUT FLOW WITH THE SURFACE GRADE. IN PAVED SURFACES, THE PROOF SLUVE SHALL TERMINATE IN A CONCRETE PAD AT LEAST 6" THICK AND EXTENDING AT LEAST 6" FROM THE SLUVE ON ALL SIDES, STOPPING AWAY FROM THE SLUVE. THE CLEANOUT HOUSING SHALL BE CONSTRUCTED PER MANUFACTURER'S REQUIREMENTS.
- F. ALL PROPOSED WATER PIPE SHALL BE IN ACCORDANCE WITH MATERIALS SPECIFIED IN TABLE A. ALLOWABLE PIPE MATERIAL SCHEDULE. IF MINIMUM COVER SHALL BE PROVIDED OVER ALL WATER PIPING UNLESS OTHERWISE SPECIFIED.
- G. ALL PROPOSED STORM PIPE SHALL BE IN ACCORDANCE WITH MATERIALS SPECIFIED IN TABLE A. ALLOWABLE PIPE MATERIAL SCHEDULE. ALL PROPOSED STORM PIPE BELOW FINISHED GRADE SHALL BE IN ACCORDANCE WITH MATERIALS SPECIFIED IN TABLE A. ALLOWABLE PIPE MATERIAL SCHEDULE. SEE UTILITY PLANS FOR ALL STORM PIPE MATERIAL TYPES TO BE USED. PIPE SHALL BE PLACED MIN 6" HORIZONTALLY FROM FOUNDATION WALLS.
- H. SANITARY, STORM, AND WATER UTILITY PIPE INVERTS SHALL BE CONSTRUCTED WITHIN 8 TO 10" OF DESIGN INVERT ELEVATIONS ASSUMING PIPE SLOPE AND SEPARATION IS MAINTAINED PER THE UTILITY DESIGN PLANS AND STATE REQUIREMENTS.
- I. SITE UTILITY CONTRACTOR SHALL RUN SANITARY SERVICE TO A POINT WHICH IS A MAXIMUM OF 5' FROM THE EXTERIOR WALL OF THE FOUNDATION. SITE UTILITY CONTRACTOR SHALL RUN STORM SEWER FOR INTERNALLY DRAINAGE BUILDINGS TO A POINT WHICH IS A MAXIMUM OF 3' FROM THE EXTERIOR WALL OF THE FOUNDATION. SITE UTILITY CONTRACTOR SHALL RUN DOWNPOUT LEADS TO BUILDING FOUNDATION AND 18" ABOVE SURFACE GRADE FOR CONNECTION TO DOWNPOUT FOR ALL DOWNPOUT TO RISE (DR) CONNECTIONS. DOWNPOUTS TO GRADE (DGS) SHALL BE PROVIDED WITH SPASH BLOCKS AT THE DISCHARGE LOCATION. ALL DOWNPOUT LOCATIONS SHOULD BE VERIFIED WITH ARCHITECTURAL PLANS AND DOWNPOUT CONTRACTOR'S PRIOR TO INSTALLATION OF DOWNPOUT LEADS. DOWNPOUT LEADS SHALL NOT UNDERMINE BUILDING FOUNDATIONS. SITE UTILITY CONTRACTOR SHALL RUN WATER SERVICE TO A POINT WHICH THE FOUNDATION SPECIFIED BY THE PLUMBING PLANS. CONTRACTOR TO CUT AND CAP WATER SERVICE UTILITIES BY THE FOLLOWING:
 1. ALL UTILITIES SHALL BE INSTALLED WITH PLASTIC COATED TRACER WIRE (10 TO 14 GAUGE SLD COPPER OR COPPER COATED STEEL WIRE). PLASTIC WIRE MAY BE TAPED TO PLASTIC WATER OR SEWER PIPE. IF ATTACHED, THE TRACER WIRE SHALL BE SECURED EVERY 6 TO 20 FEET AND AT ALL BENDS. TRACER WIRE SHALL HAVE ACCESS POINTS AT LEAST EVERY 300 FEET AND AT FIRE HYDRANTS.
 2. TRACER WIRE SHALL TERMINATE IN ACCORDANCE WITH MANUFACTURER SPECIFICATIONS AT GRADE OR IN TERMINATION BOX PER LOCAL STATE REQUIREMENTS.
 3. ALL UTILITIES SHALL BE NOTIFIED PER STATE, LOCAL AND FEDERAL AGENCIES WATER, SANITARY, AND STORM SEWER SHALL BE INSTALLED PER STANDARD SPECIFICATION FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN. THE EXCEL ENGINEERING DESIGN ENGINEER SHALL BE RESPONSIBLE FOR OBTAINING STATE PLUMBING REVIEW APPROVAL (IF REQUIRED). THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL OTHER PERMITS REQUIRED TO INSTALL WATER, SANITARY AND STORM SEWER.
 - L. SEE PLANS FOR ALL OTHER UTILITY SPECIFICATIONS AND DETAILS.

IF ABOVE MINIMUM COVER ELEVATION IS NOT SHOWN ON THE UTILITY PLANS, THE COVER SHALL BE 18" ABOVE FINISHED GRADE.

ALL UTILITIES SHALL BE NOTIFIED PER STATE, LOCAL AND FEDERAL AGENCIES WATER, SANITARY, AND STORM SEWER SHALL BE INSTALLED PER STANDARD SPECIFICATION FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN. THE EXCEL ENGINEERING DESIGN ENGINEER SHALL BE RESPONSIBLE FOR OBTAINING STATE PLUMBING REVIEW APPROVAL (IF REQUIRED). THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL OTHER PERMITS REQUIRED TO INSTALL WATER, SANITARY AND STORM SEWER.

TABLE A: ALLOWABLE PIPE MATERIAL SCHEDULE

Utility	Material	Pipe Code	Fitting Code	Joint Code
Sanitary Sewer	SDR 26 PVC	ASTM D1785, ASTM D2665, ASTM D3034, ASTM F891	ASTM F1336	Push On: ASTM D3212 for Tightness Elastomeric Gasket: ASTM F477
Sanitary Sewer	SCH 40 PVC	ASTM D1785, ASTM D2665, ASTM F891	ASTM F1336	Primer: ASTM F656 Solvent Cement: ASTM D2564
Sanitary Sewer Forcemain	SCH 40 PVC	ASTM D1784, ASTM D1785	ASTM D2466	Primer: ASTM F656 Solvent Cement: ASTM D2564
Storm Sewer	HDPE	ASTM F2648, ASTM F2306, AASHTO M2		

PROJECT INFORMATION

PROPOSED BUILDING ADDITION PHASE ONE FOR:
SHORELAND LUTHERAN HIGH SCHOOL
9026 12TH STREET • KENOSHA, WI 53144

PROFESSIONAL SEAL

SHEET DATES

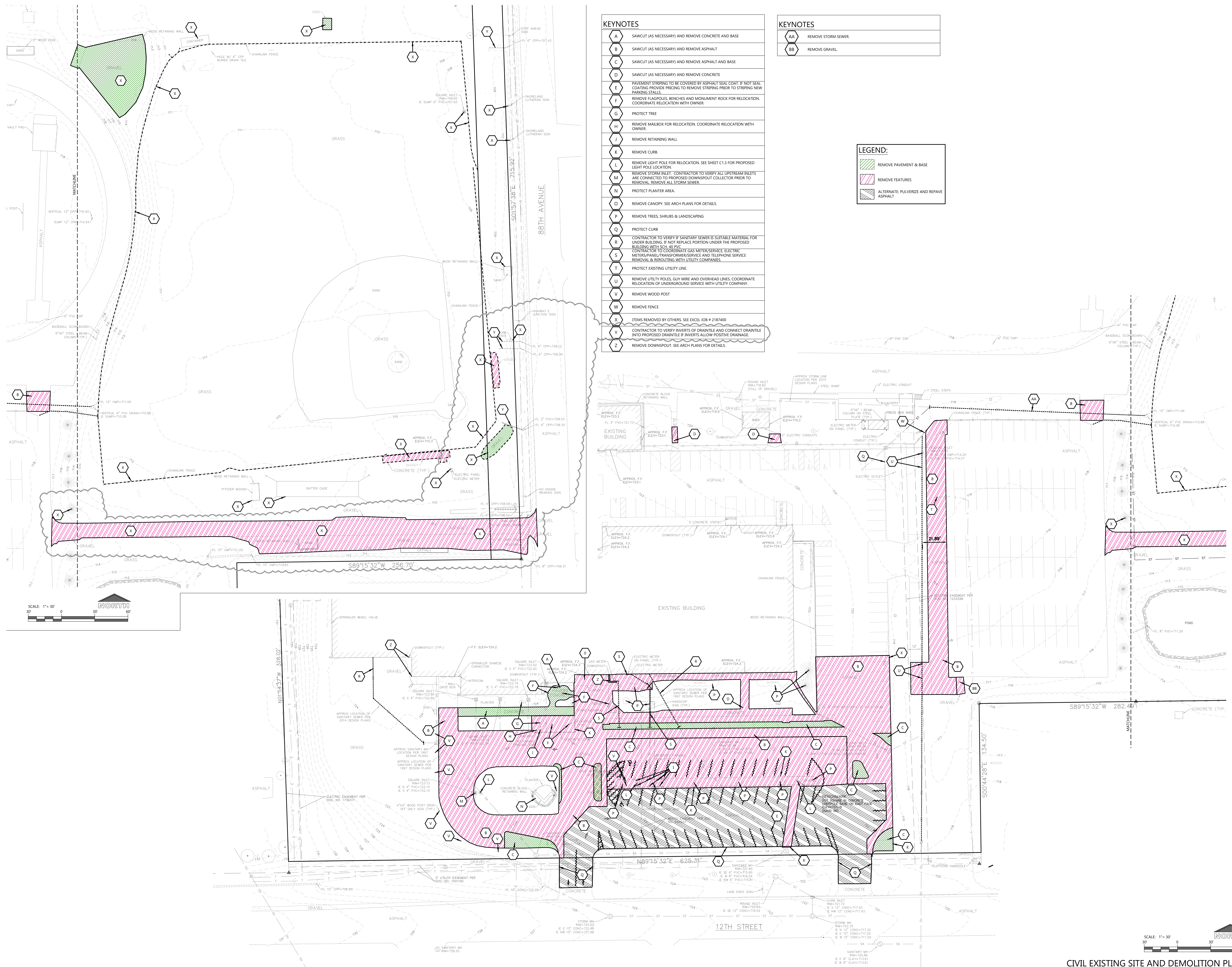
ISSUED FOR CONSTRUCTION	
IFC	AUG. 20, 2025
CB2	OCT. 15, 2025

JOB NUMBER

240018700

SHEET NUMBER

C1.0



KEYNOTES

A	SAWCUT (AS NECESSARY) AND REMOVE CONCRETE AND BASE
B	SAWCUT (AS NECESSARY) AND REMOVE ASPHALT
C	SAWCUT (AS NECESSARY) AND REMOVE ASPHALT AND BASE
D	SAWCUT (AS NECESSARY) AND REMOVE CONCRETE
E	PAVEMENT STRIPING TO BE COVERED BY ASPHALT SEAL COAT. IF NOT SEAL COATING PROVIDE PRICING TO REMOVE STRIPING PRIOR TO STRIPING NEW PARKING STALLS.
F	REMOVE FLAGPOLES, BENCHES AND MONUMENT ROCK FOR RELOCATION. COORDINATE RELOCATION WITH OWNER.
G	PROTECT TREE
H	REMOVE MAILBOX FOR RELOCATION. COORDINATE RELOCATION WITH OWNER.
I	REMOVE RETAINING WALL
J	REMOVE CURB
K	REMOVE LIGHT POLE FOR RELOCATION. SEE SHEET C1.3 FOR PROPOSED LIGHT POLE LOCATION
L	REMOVE STORM INLET. CONTRACTOR TO VERIFY ALL UPSTREAM INLETS ARE CONNECTED TO PROPOSED DOWNSPOUT COLLECTOR PRIOR TO REMOVAL. REMOVE ALL STORM SEWER.
M	PROTECT PLANTER AREA.
N	REMOVE CANOPY. SEE ARCH PLANS FOR DETAILS.
O	REMOVE TREES, SHRUBS & LANDSCAPING
P	PROTECT CURB
Q	CONTRACTOR TO VERIFY IF SANITARY SEWER IS SUITABLE MATERIAL FOR UNDER BUILDING. IF NOT REPLACE PORTION UNDER THE PROPOSED BUILDING WITH SCH. 40 PVC. CONTRACTOR TO COORDINATE GAS METER/SERVICE, ELECTRIC METERS/PANEL/TRANSFORMER/SERVICE AND TELEPHONE SERVICE REMOVAL & REROUTING WITH UTILITY COMPANIES.
R	PROTECT EXISTING UTILITY LINE.
S	REMOVE UTILITY POLES, GUY WIRE AND OVERHEAD LINES. COORDINATE RELOCATION OF UNDERGROUND SERVICE WITH UTILITY COMPANY.
T	REMOVE WOOD POST
U	REMOVE FENCE
V	REMOVE FENCE
W	REMOVE FENCE
X	ITEMS REMOVED BY OTHERS. SEE EXCEL JOB # 2187400
Y	CONTRACTOR TO VERIFY INVERTS OF DRAINLINE AND CONNECT DRAINLINE INTO PROPOSED DRAINLINE IF INVERTS ALLOW POSITIVE DRAINAGE
Z	REMOVE DOWNSPOUT. SEE ARCH PLANS FOR DETAILS.

KEYNOTES

AA	REMOVE STORM SEWER.
BB	REMOVE GRAVEL.

LEGEND:

	REMOVE PAVEMENT & BASE
	REMOVE FEATURES
	ALTERNATE: PULVERIZE AND REPAVE ASPHALT

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 9026 12TH STREET • KENOSHA, WI 53144

PROFESSIONAL SEAL

SHEET DATES

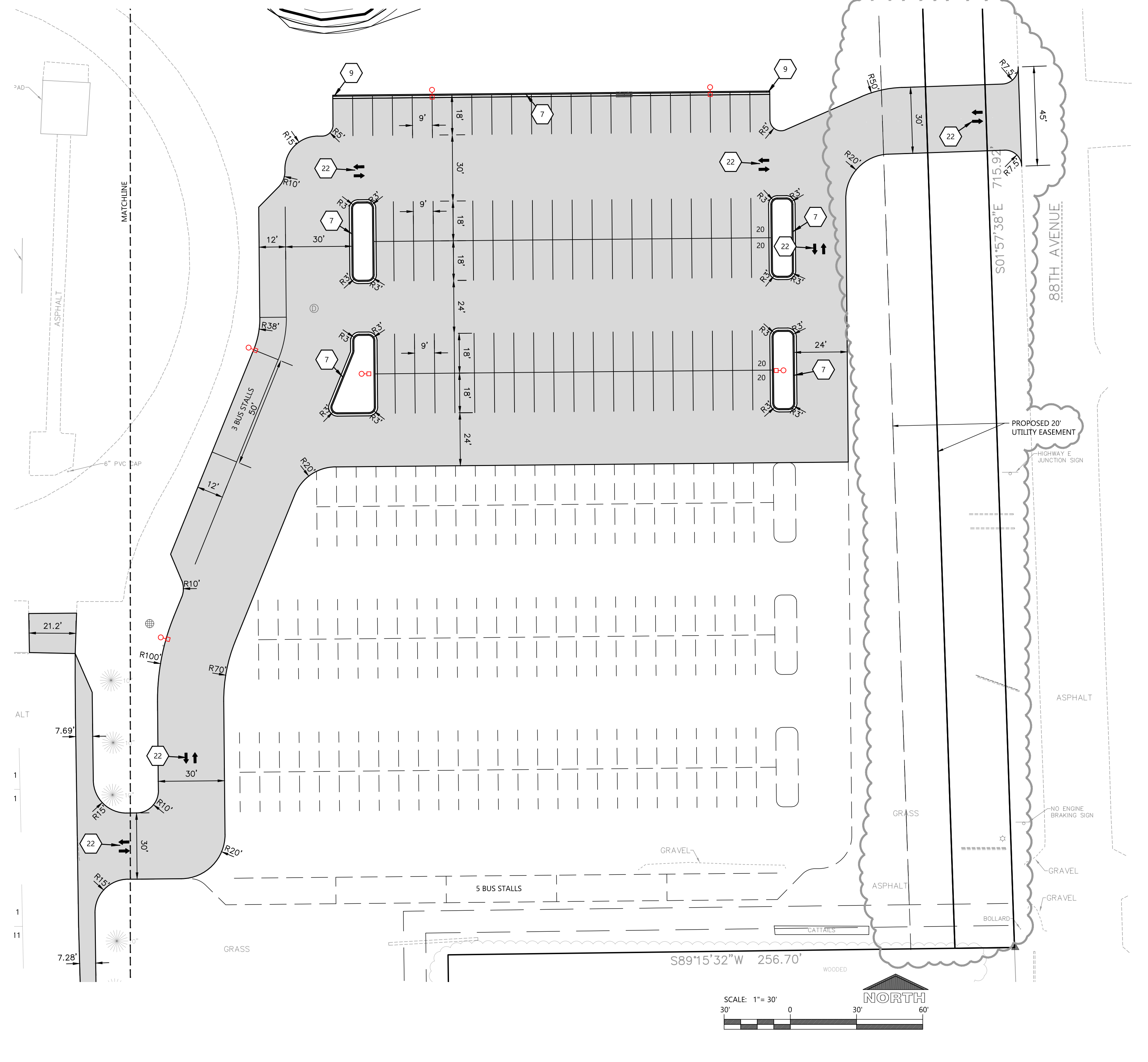
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IFC	AUG. 20, 2025
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CB2	OCT. 15, 2025
CB3	NOV. 6, 2025

JOB NUMBER

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SHEET NUMBER

C1.1

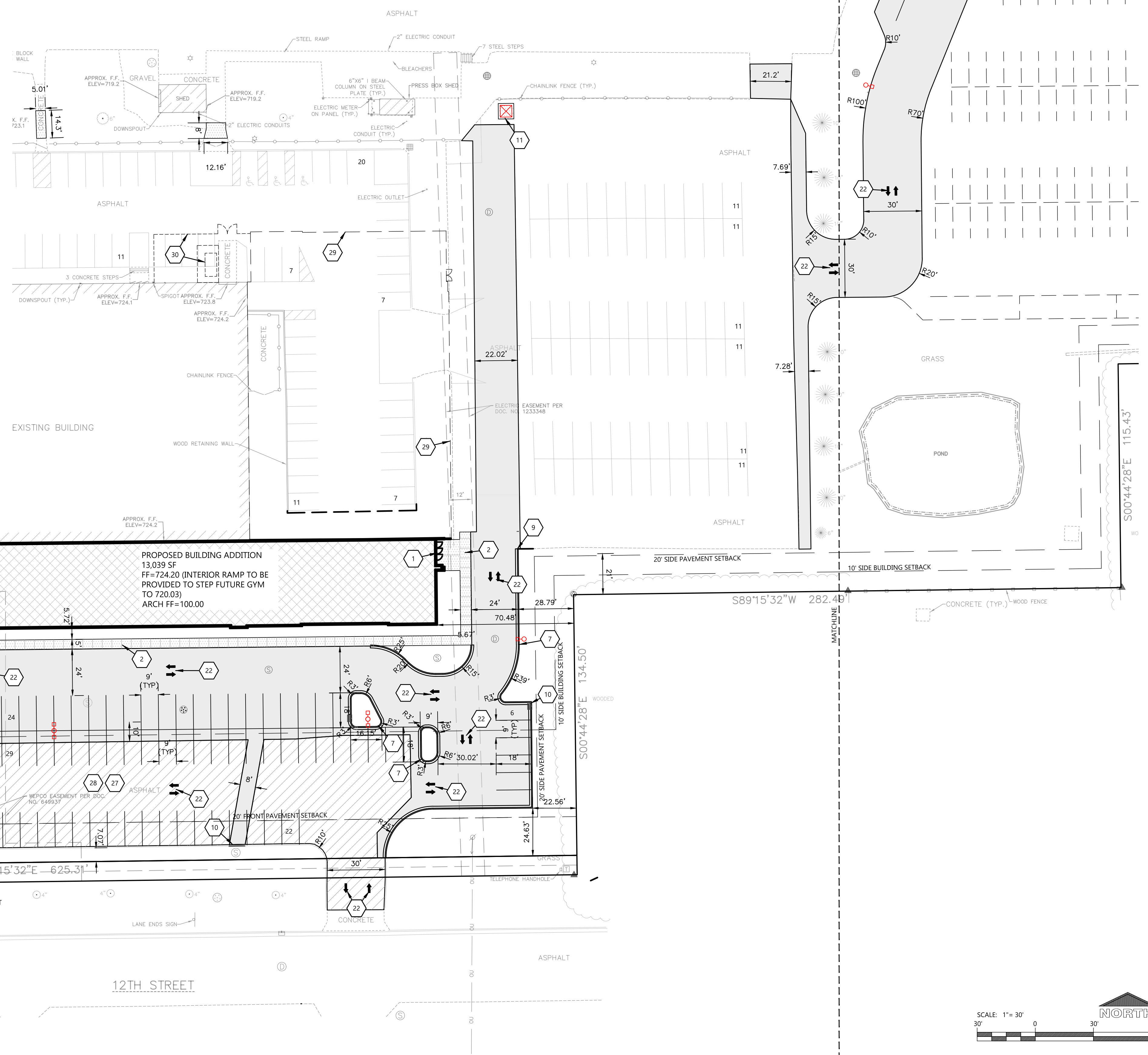


KEYNOTES

- CONCRETE STOOP (SEE STRUCTURAL PLANS FOR DETAILS)
- RAISED WALK (SEE DETAIL)
- FLUSH WALK (SEE DETAIL)
- ADA CURB RAMP (SEE DETAIL)
- 18" CURB & GUTTER (SEE DETAIL)
- CURB TAPER (SEE DETAIL)
- CURB TO MATCH EXISTING
- CONCRETE TRANSFORMER PAD BY UTILITY SUPPLIER (CONTRACTOR TO VERIFY FINAL LOCATION & DESIGN PRIOR TO CONSTRUCTION)
- HANDICAP SIGN PER STATE CODE (SEE DETAIL)
- HANDICAP STALL & STRIPING PER STATE CODES
- EXISTING MONUMENT SIGN TO REMAIN
- MODULAR RETAINING WALL TO MATCH EXISTING
- RELOCATED FLAGPOLE (TYP)
- TRAFFIC FLOW ARROWS (TYP); COLOR TO MATCH PARKING STALL STRIPING
- 4" CONCRETE CONDENSER UNIT PAD
- SEAL COAT EXISTING ASPHALT PARKING AREAS TO REMAIN PRIOR TO RE-STRIPING.
- ALTERNATE PROVIDE ALTERNATE PRICING TO PULVERIZE AND REPAVE ASPHALT.
- FUTURE BUILDING
- FUTURE FENCE AND DUST COLLECTOR

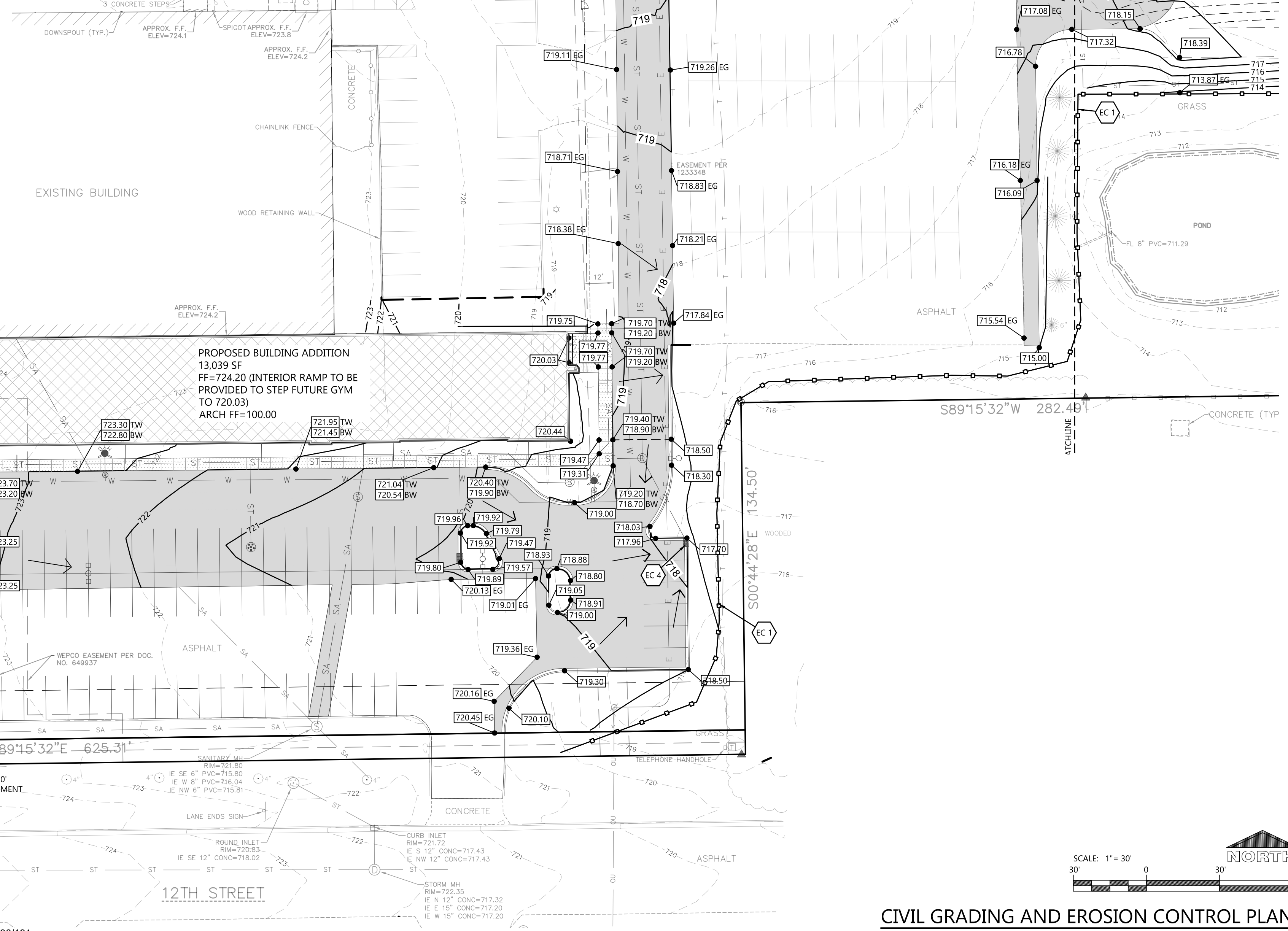
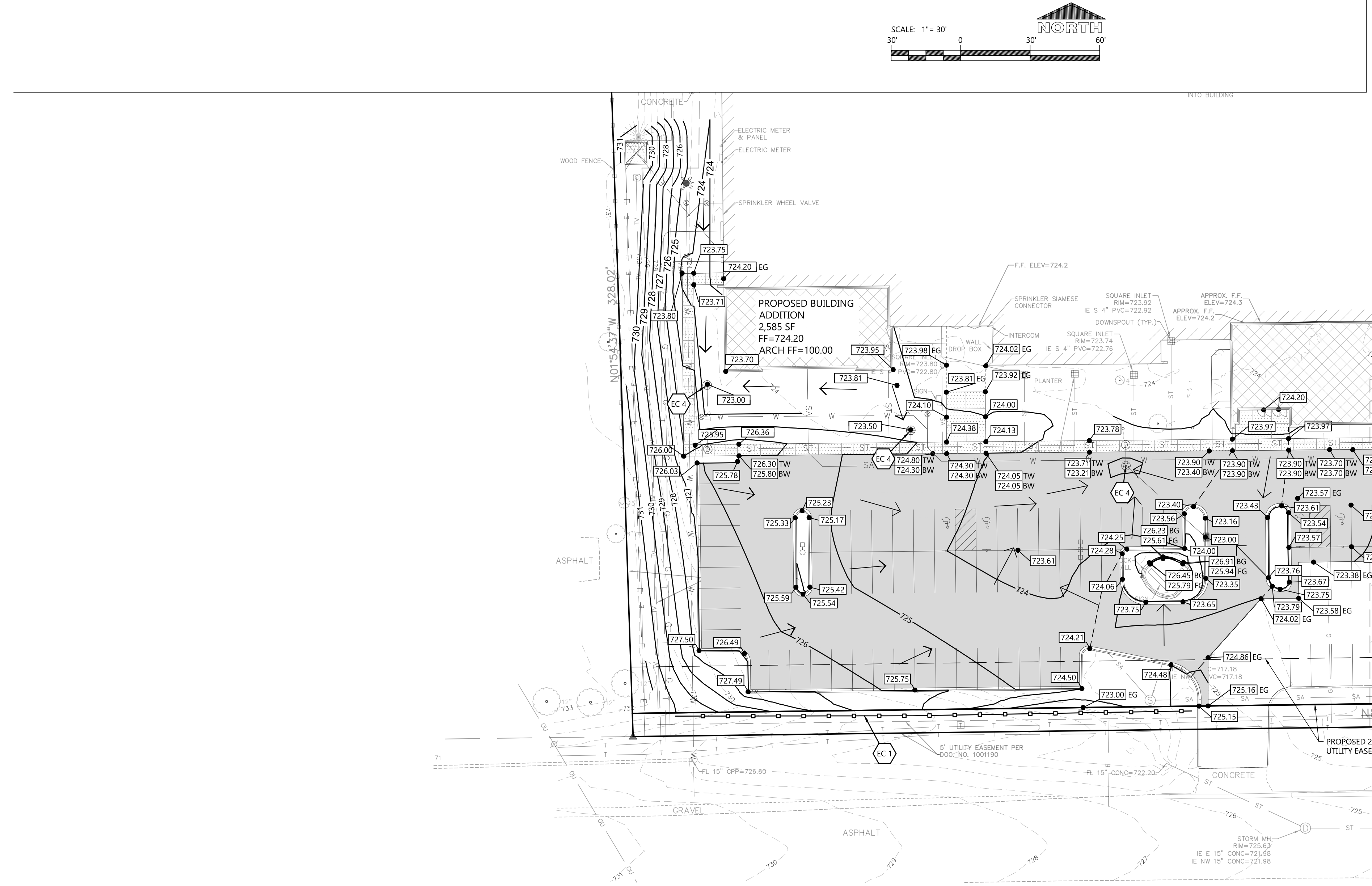
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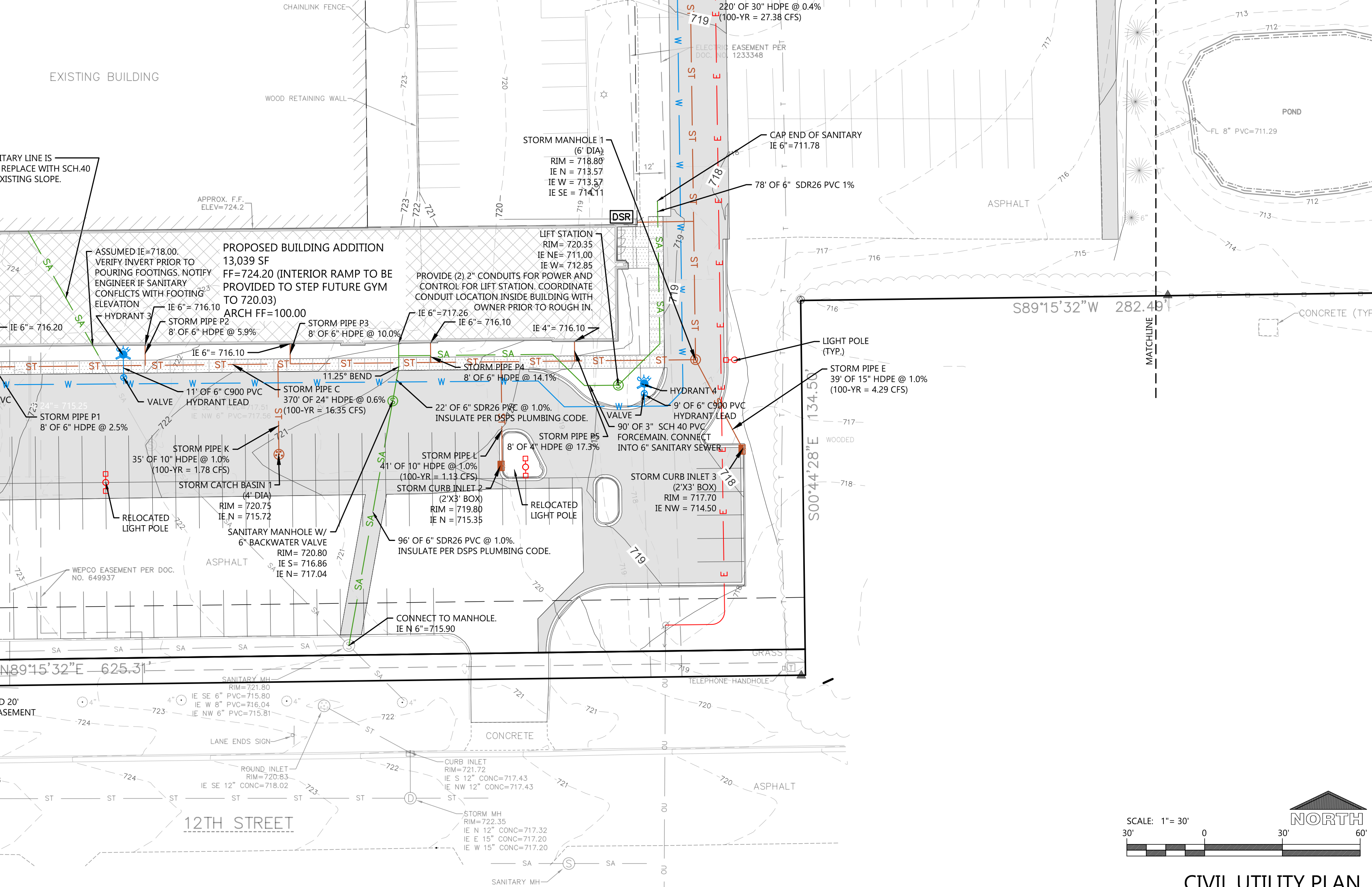
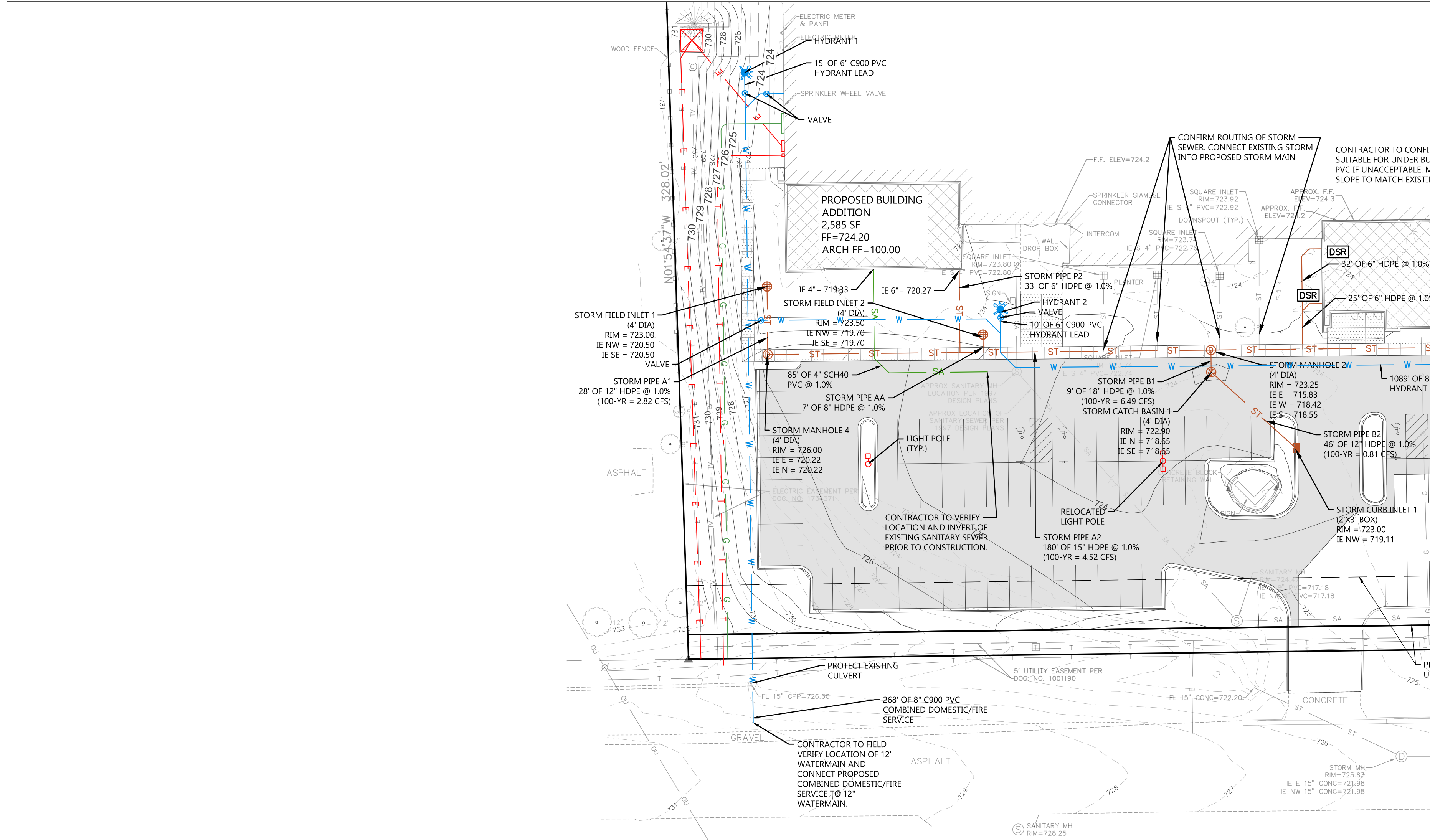
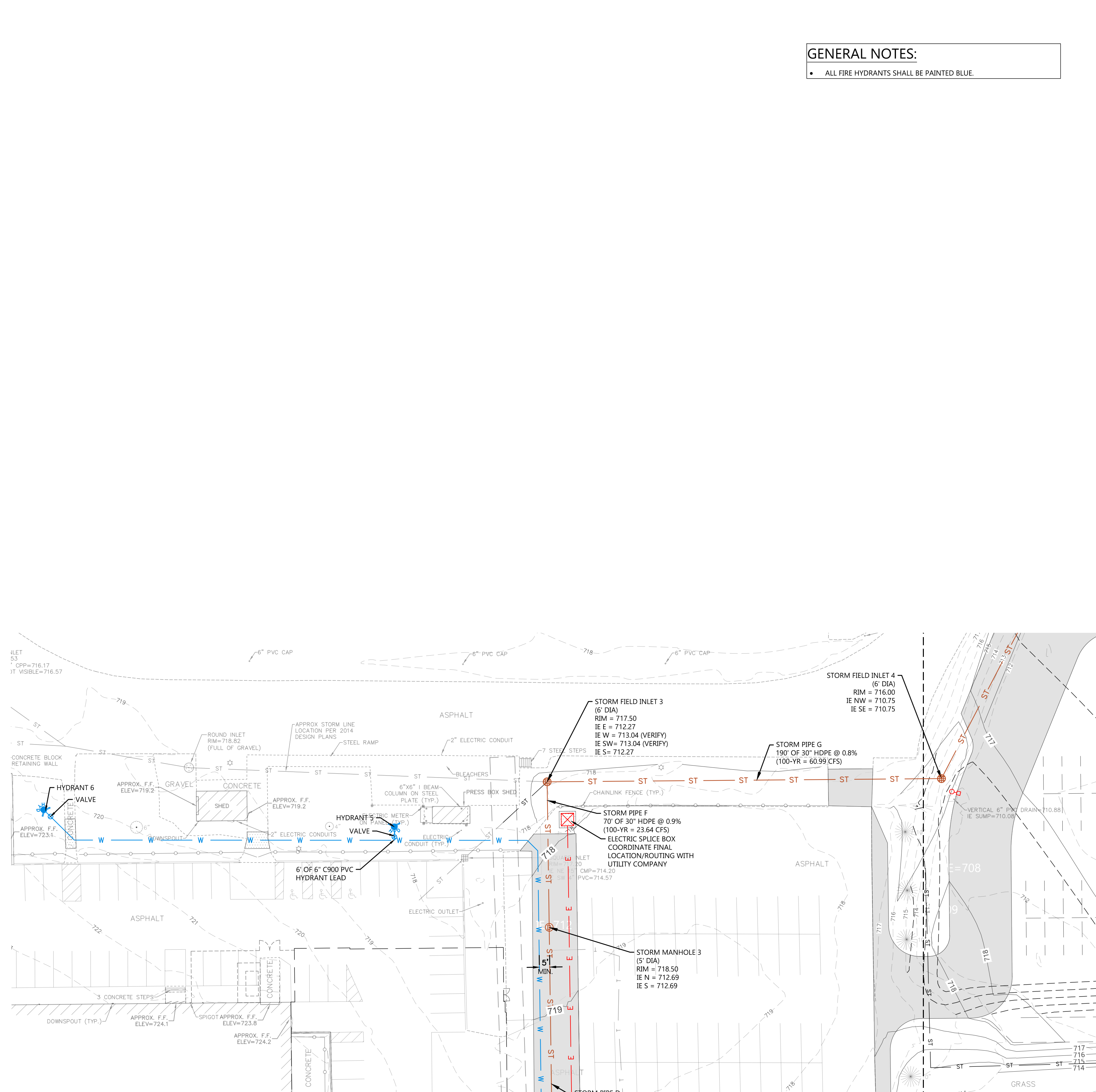
HATCH	PAVEMENT SECTION	HATCH	PAVEMENT SECTION
[Hatch]	STANDARD ASPHALT	[Hatch]	HEAVY DUTY CONCRETE
[Hatch]	HEAVY DUTY ASPHALT	[Hatch]	LANDSCAPE STONE
[Hatch]	SIDEWALK CONCRETE	[Hatch]	DUMPSTER PAD / APRON CONCRETE
[Hatch]	LIGHT DUTY CONCRETE		



KEYNOTES	
EC 1	SILT FENCE
EC 2	DITCH CHECK
EC 3	STABILIZED CONSTRUCTION ENTRANCE
EC 4	INLET PROTECTION
EC 5	CONCRETE WASHOUT
EC 6	SEDIMENT LOG

- GENERAL NOTES:**
- HANDICAP STALL AND ACCESSIBLE SHALL NOT EXCEED A SLOPE OF 1.50% IN ANY DIRECTION. HANDICAP STALL & ACCESSIBLES SHALL CONFORM TO ADA REQUIREMENTS (CURRENT EDITION)
 - ALL SIDEWALKS SHALL NOT EXCEED A MAXIMUM CROSS SLOPE OF 1.50% AND RUNNING SLOPE OF 4.50% UNLESS OTHERWISE SPECIFIED.
 - CONTRACTOR SHALL PROVIDE STABILIZED CONSTRUCTION ENTRANCE & CONSTRUCTION ENTRANCE FOR PROPOSED IMPROVEMENTS AS REQUIRED PER CODE.
 - CONTRACTOR SHALL PROVIDE CONCRETE WASHOUT AS REQUIRED PER CODE. FINAL LOCATION TBD BY CONTRACTOR.
 - CONTRACTOR SHALL PROVIDE TEMPORARY INLET PROTECTION FOR ALL CURB INLETS & CATCH BASINS ON-SITE & OFF-SITE IMMEDIATELY DOWNSTREAM OF THE PROJECT SITE PER LOCAL CODE.





GENERAL NOTES:

- ALL FIRE HYDRANTS SHALL BE PAINTED BLUE.

PROJECT INFORMATION

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 9026 12TH STREET • KENOSHA, WI 53144

PROFESSIONAL SEAL

SHEET DATES

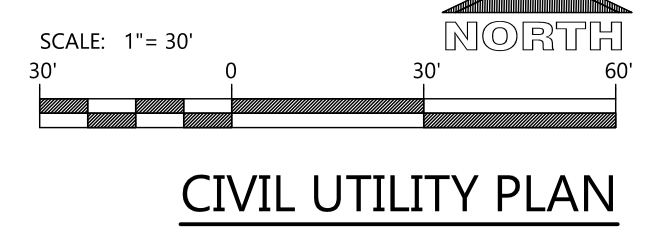
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CB3	NOV 6, 2025

JOB NUMBER

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SHEET NUMBER

C1.3



CIVIL UTILITY PLAN

PROJECT INFORMATION

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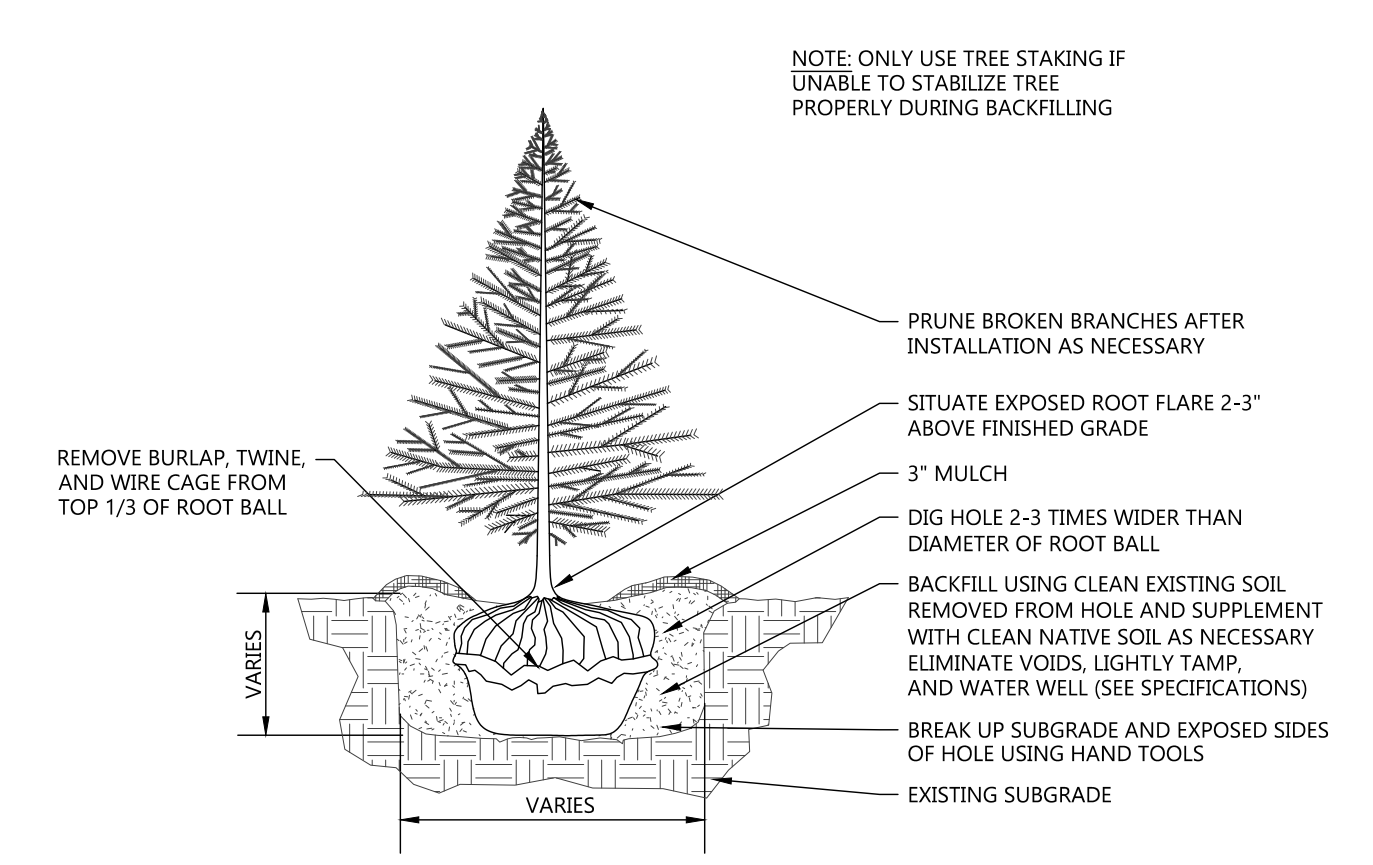
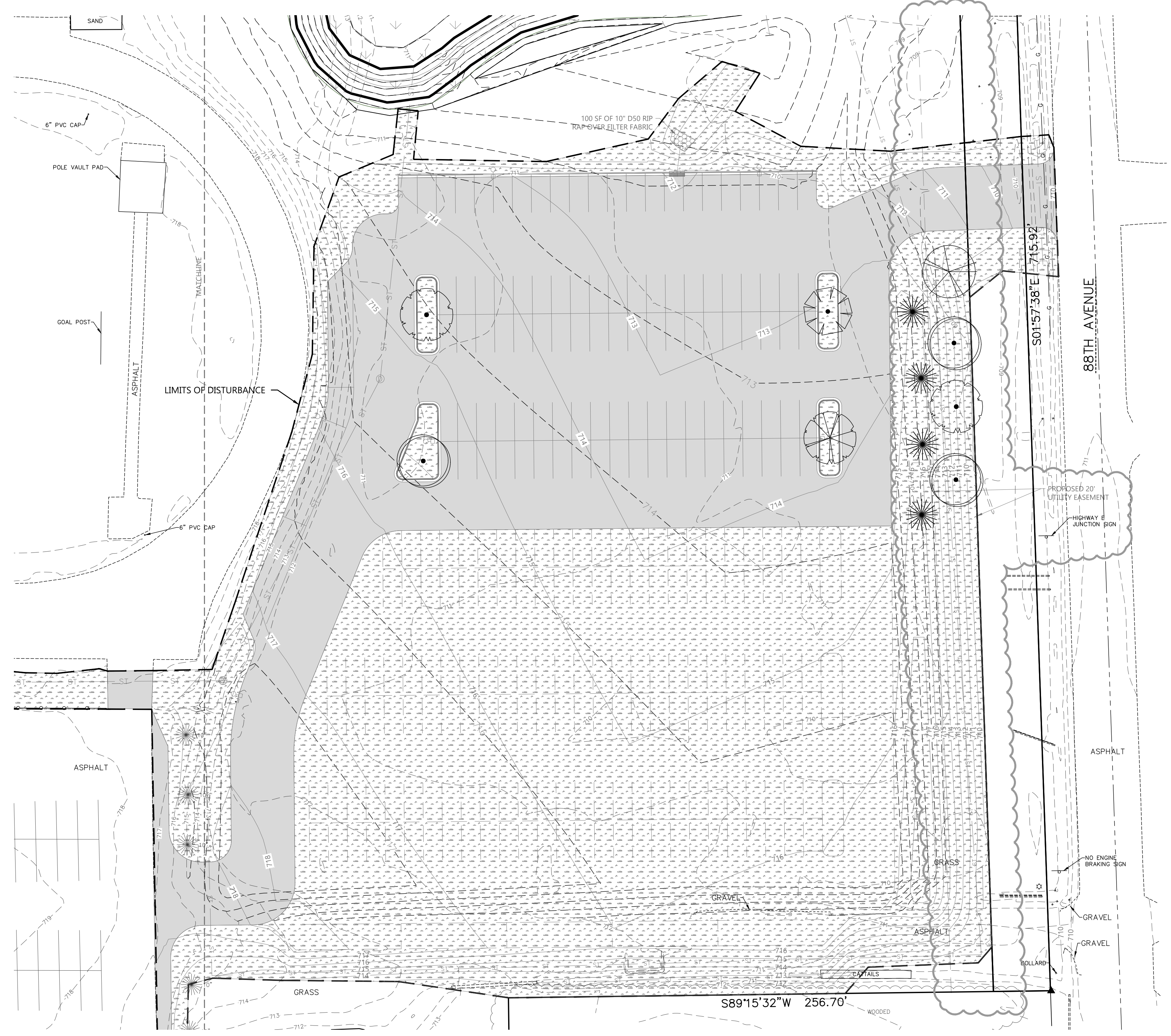
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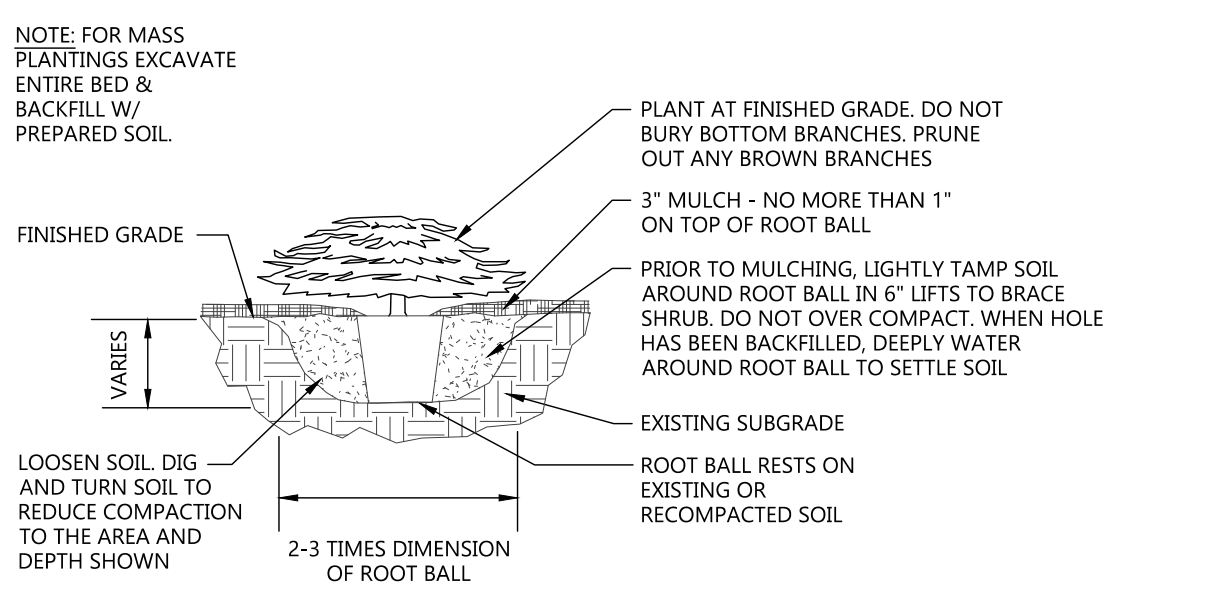
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CB2 OCT. 15, 2025
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SHEET NUMBER
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EVERGREEN TREE PLANTING DETAIL
NOT TO SCALE



EVERGREEN SHRUB PLANTING DETAIL
NOT TO SCALE

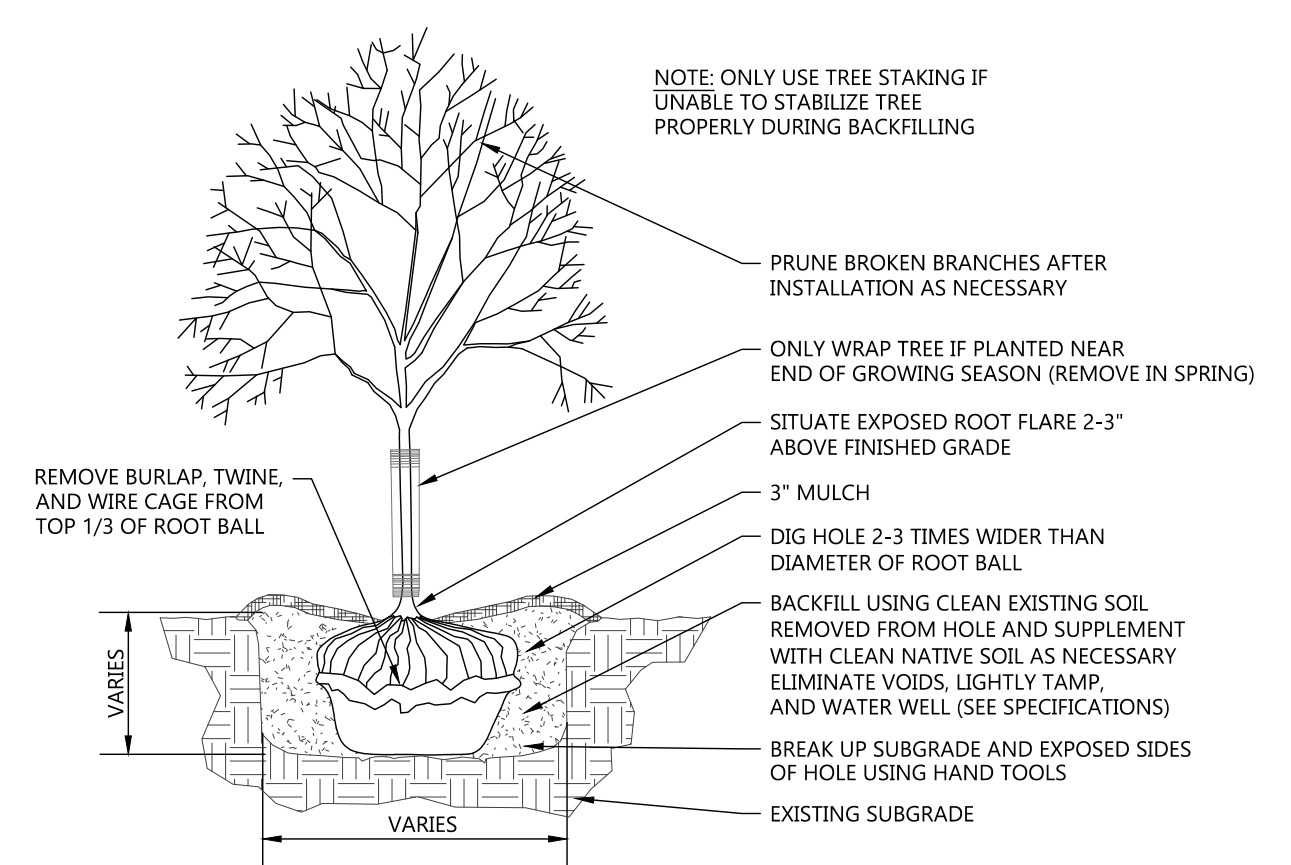
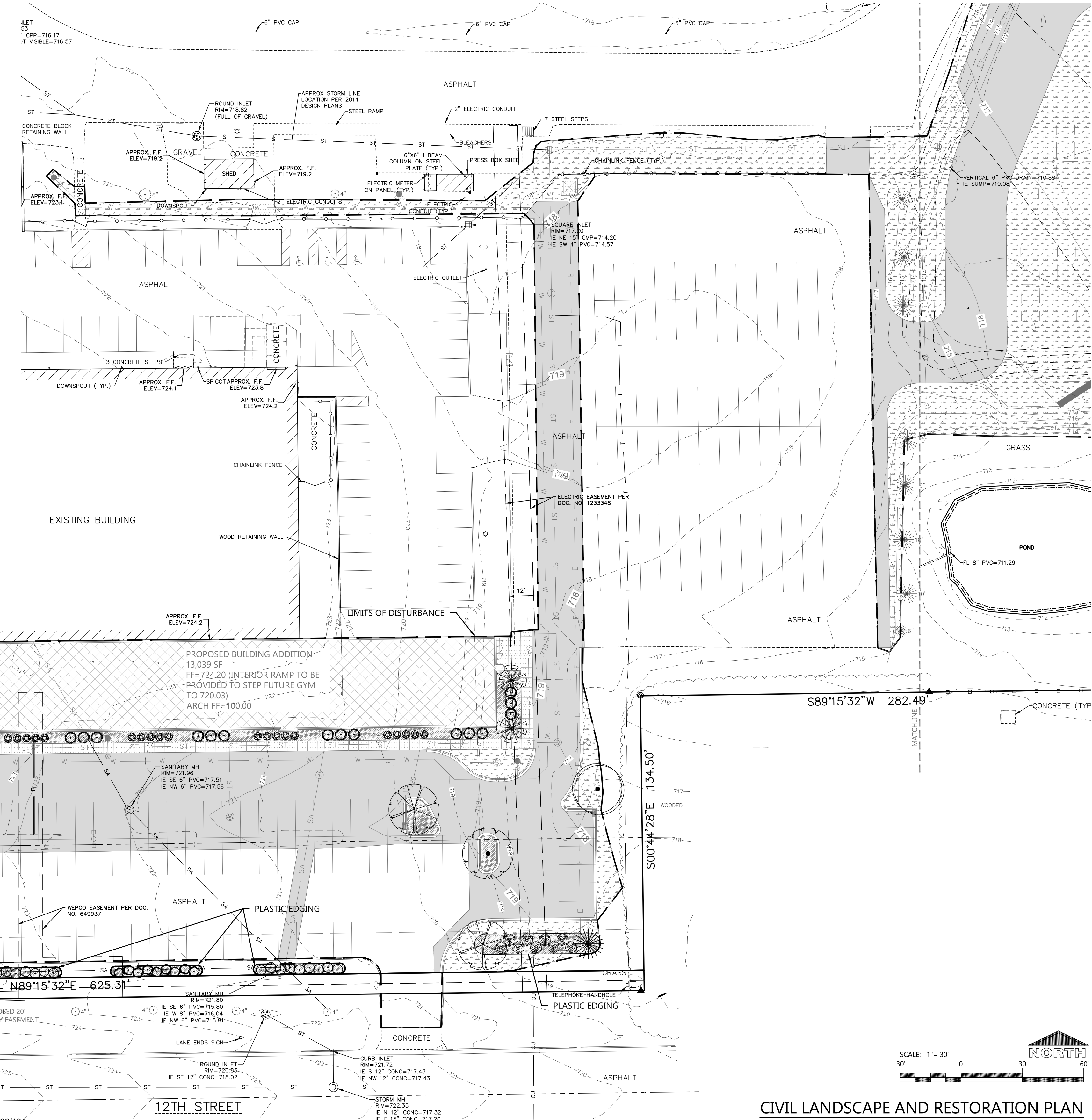
PLANT SCHEDULE					
SYMBOL	COMMON NAME	BOTANICAL NAME	QUANTITY	PLANTED SIZE	ROOT
SHADE TREES					
⊙	Autumn Fantasy Maple	Acer x freemanii 'Autumn Fantasy'	3	2 1/2" CAL	888
⊙	Prairie Pride Hackberry	Celtis occidentalis 'Prairie Pride'	6	2 1/2" CAL	888
⊙	Skyline Honeylocust	Gleditsia triacanthos 'Skyline'	3	2 1/2" CAL	888
⊙	Swamp White Oak	Quercus bicolor	5	2 1/2" CAL	888
⊙	Valley Forge American Elm	Ulmus americana 'Valley Forge'	3	2 1/2" CAL	888
ORNAMENTAL TREES					
⊙	Autumn Brilliance Serviceberry	Amelanchier x grandiflora 'Autumn Brilliance'	4	6-7 HT.	888
⊙	Ivory Silk Japanese Tree Lilac	Syringa reticulata 'Ivory Silk'	1	2" CAL.	888
EVERGREEN TREES					
⊙	Black Hills Spruce	Picea glauca 'densata'	5	6-7 HT.	888
DECIDUOUS SHRUBS					
⊙	Cardinal Redtwig Dogwood	Cornus sericea 'Cardinal'	25	24" HT.	CONT.
⊙	Gro Low Sumac	Rhus aromatica 'Gro-Low'	8	24" HT.	CONT.
⊙	Neon Flash Spiraea	Spiraea x bumalda 'Neon Flash'	7	24" HT.	CONT.
⊙	Miss Kim Dwarf Lilac	Syringa patula 'Miss Kim'	26	24" HT.	CONT.
⊙	Blue Muffin Viburnum	Viburnum dentatum 'Blue Muffin'	9	24" HT.	CONT.
⊙	Sonic Bloom Weigela	Weigela florida 'Sonic Bloom'	20	24" HT.	CONT.
EVERGREEN SHRUBS					
⊙	Sea Green Juniper	Juniperus chinensis 'Sea Green'	28	24" HT.	CONT.

GENERAL NOTES:

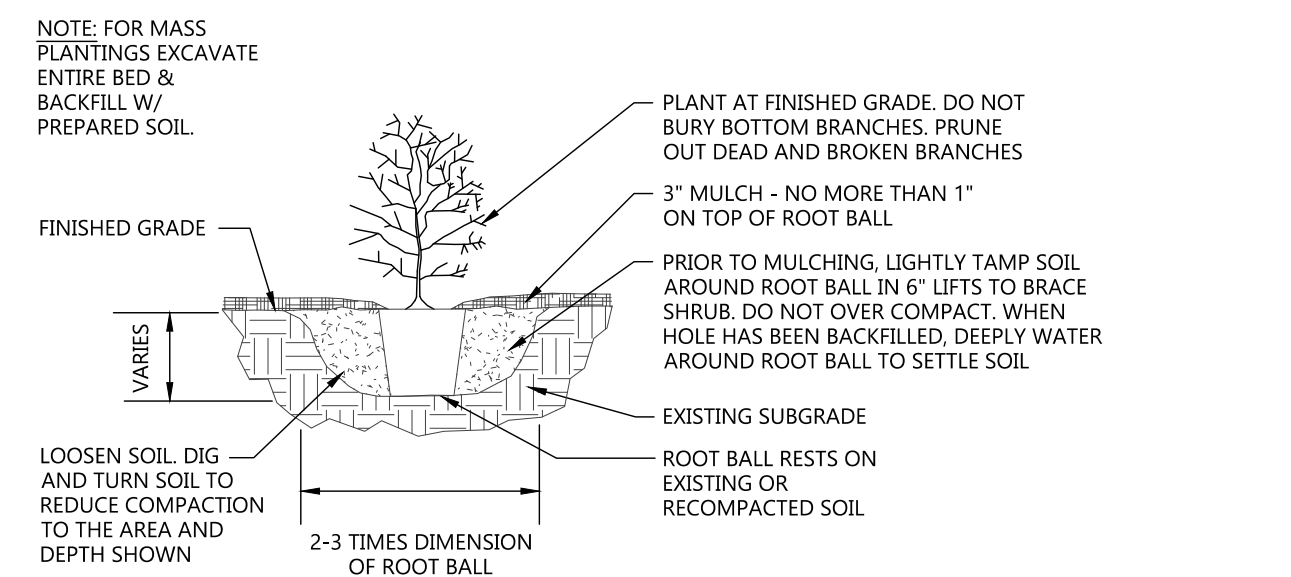
- SEE SHEET C02 FOR LANDSCAPE SPECIFICATIONS.
- SEED ALL BARE RESTORED SOIL OUTSIDE OF MULCH AREAS.
- MULCH MIX TO BE APPROVED BY OWNER OR LANDSCAPE ARCHITECT.

HATCH KEY:

HATCH	LANDSCAPE MATERIAL
[Hatched Pattern]	MINERAL MULCH
[Dotted Pattern]	SEEDED LAWN



DECIDUOUS TREE PLANTING DETAIL
NOT TO SCALE



DECIDUOUS SHRUB PLANTING DETAIL
NOT TO SCALE

GENERAL NOTES

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

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

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

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

EDGES OF EROSION MAT SHALL BE IMPRESSED IN THE SOIL.

EROSION MAT SHALL PAID BY THE SQUARE YARD INSTALLED.

EROSION MAT OVER SEEDING

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

NOTE: SEE SPECIFICATIONS FOR MATTING TYPE

CHANNEL EROSION MAT DETAIL

NOT TO SCALE

ANCHOR SLOT AT BEGINNING AND END OF EROSION MAT (SEED AND SOD)

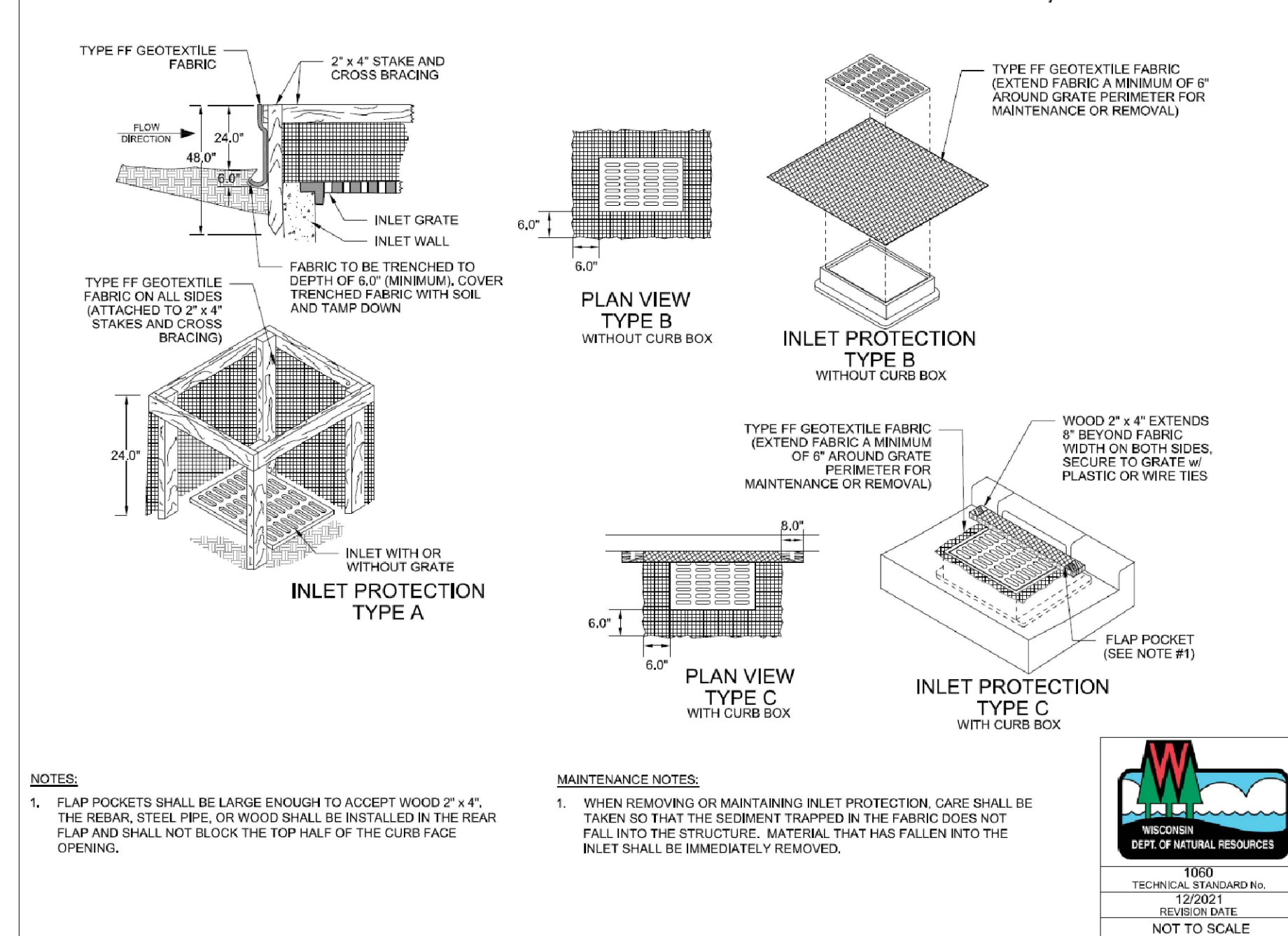
LAP JOINT (SEED AND SOD)

JUNCTION SLOT (SEED ONLY)

RAISED WALK DETAIL

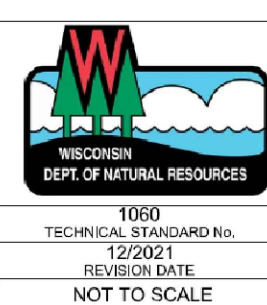
NOT TO SCALE

FIGURE 1. INLET PROTECTION TYPES A, B AND C



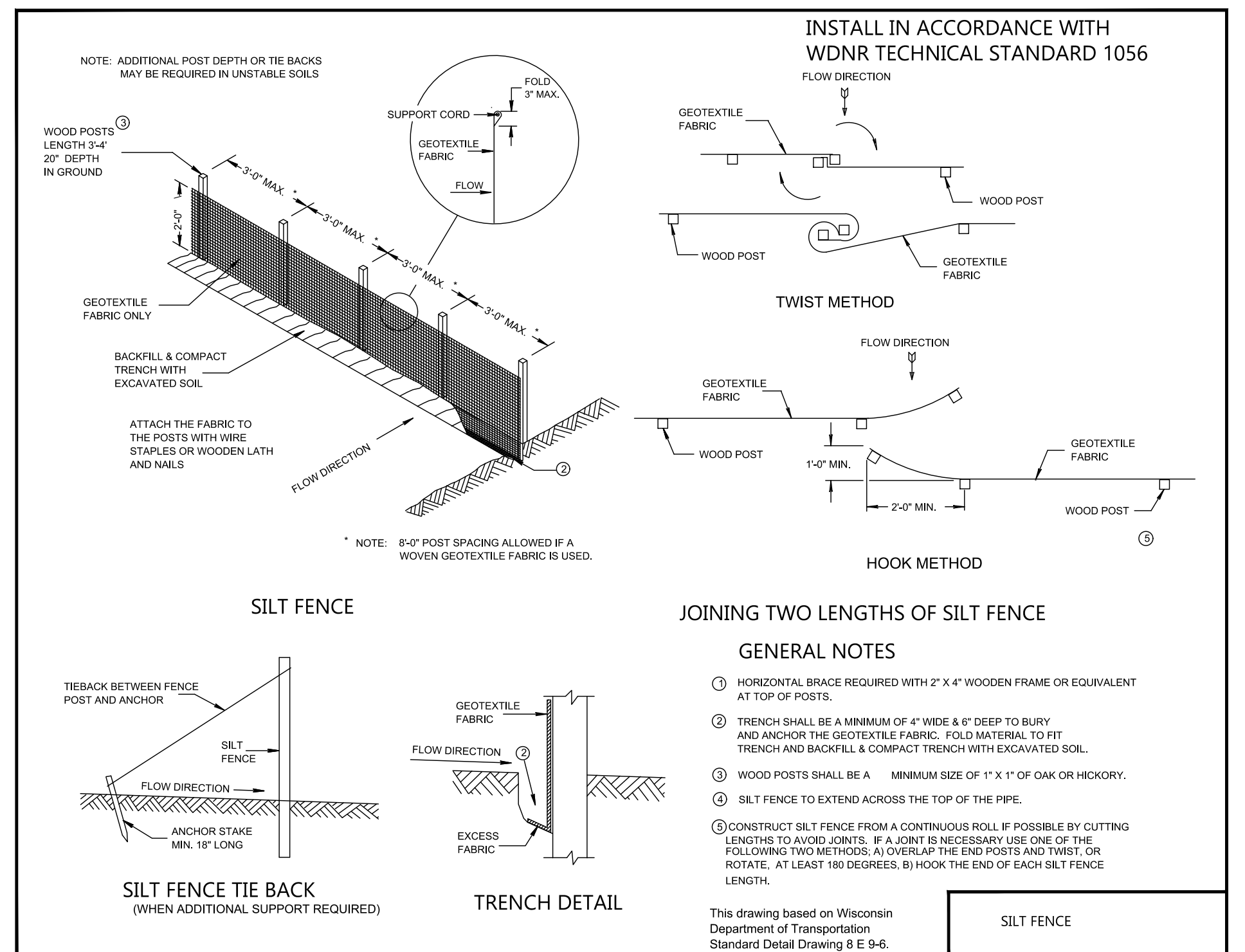
NOTE: 1. FLAP POCKETS SHALL BE LARGE ENOUGH TO ACCEPT WOOD 2" x 4". THE REAR, STEEL PIPE, OR WOOD SHALL BE INSTALLED IN THE REAR FLAP AND SHALL NOT BLOCK THE TOP HALF OF THE CURB FACE OPENING.

MAINTENANCE NOTES: 1. WHEN REMOVING OR MAINTAINING INLET PROTECTION, CARE SHALL BE TAKEN SO THAT THE SEGMENT TRAPPED IN THE FABRIC DOES NOT FALL INTO THE STRUCTURE. MATERIAL THAT HAS FALLEN INTO THE INLET SHALL BE IMMEDIATELY REMOVED.



INLET PROTECTION DETAIL

NOT TO SCALE



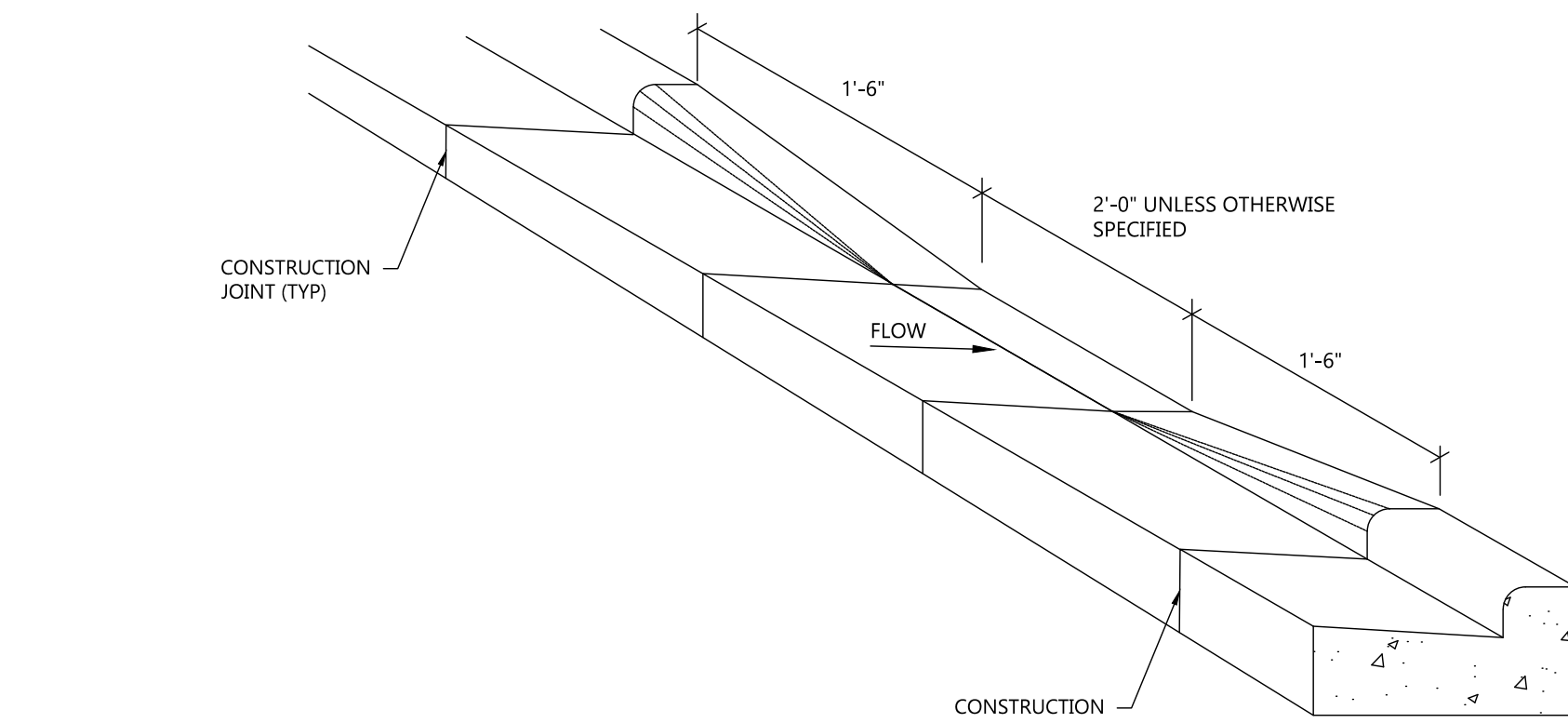
SILT FENCE - INSTALLATION DETAIL

NOT TO SCALE

GENERAL NOTES

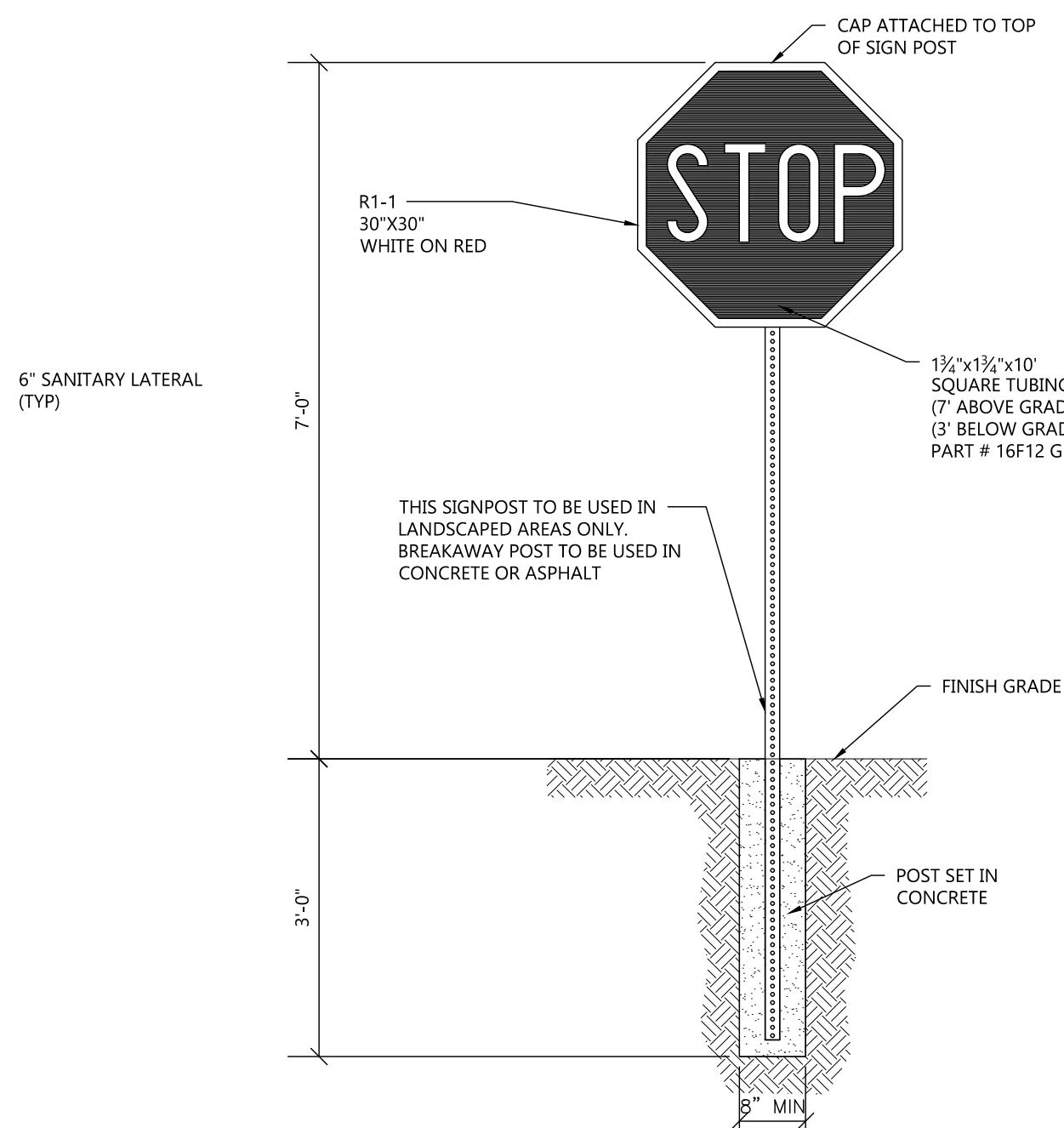
- 1. HORIZONTAL BRACE REQUIRED WITH 2" x 4" WOODEN FRAME OR EQUIVALENT AT TOP OF POSTS.
- 2. TRENCH SHALL BE A MINIMUM OF 6" WIDE & 6" DEEP TO BURY AND ANCHOR THE GEOTEXTILE FABRIC. FILL MATERIAL TO TIGHT TRENCH AND BACKFILL & COMPACT TRENCH WITH EXCAVATED SOIL.
- 3. WOOD POSTS SHALL BE A MINIMUM SIZE OF 1" x 1" 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 WOOD POSTS. IF A JOINT IS NECESSARY, USE ONE OF THE FOLLOWING FROM THE TOP TO OVERLAP THE END POSTS AND TRENCH OR ROTATE, AT LEAST 180 DEGREES, & HOOK THE END OF EACH SILT FENCE LENGTH.

This drawing based on Wisconsin Department of Transportation Standard Detail Drawing 8 E 9-6.



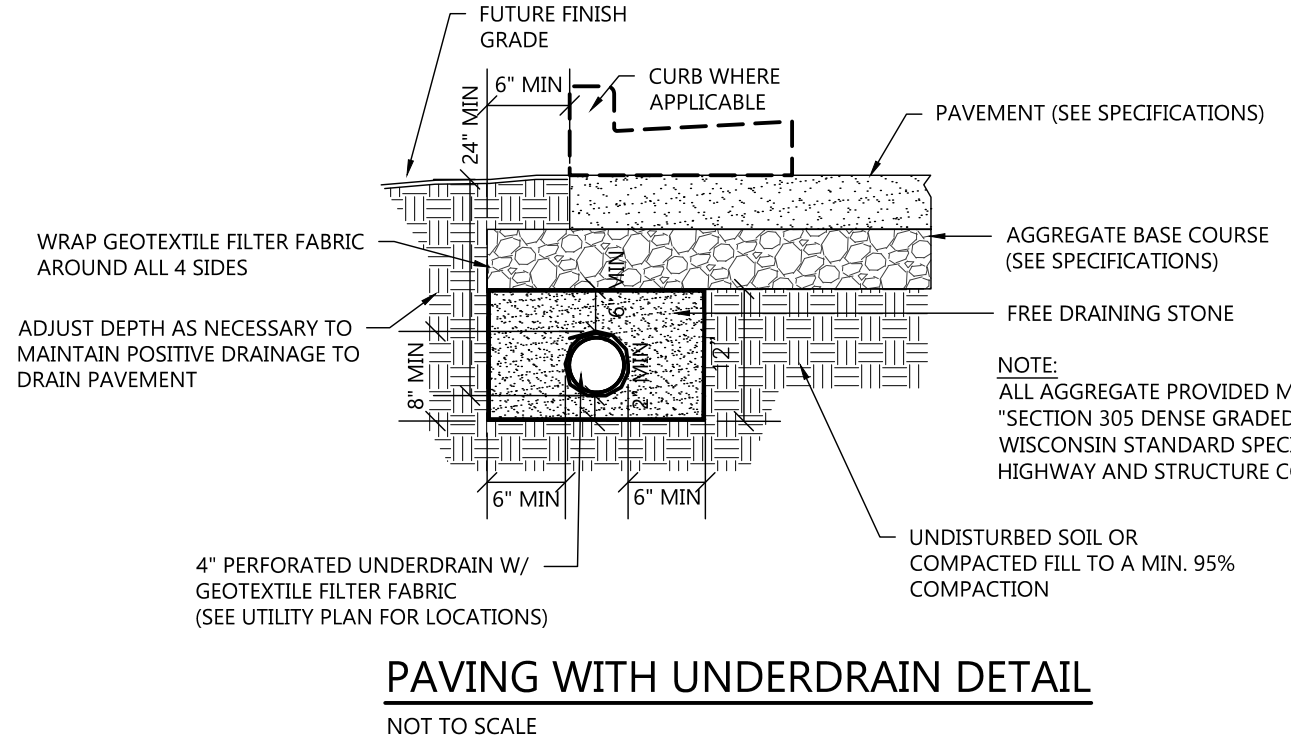
CURB CUT DETAIL

NOT TO SCALE



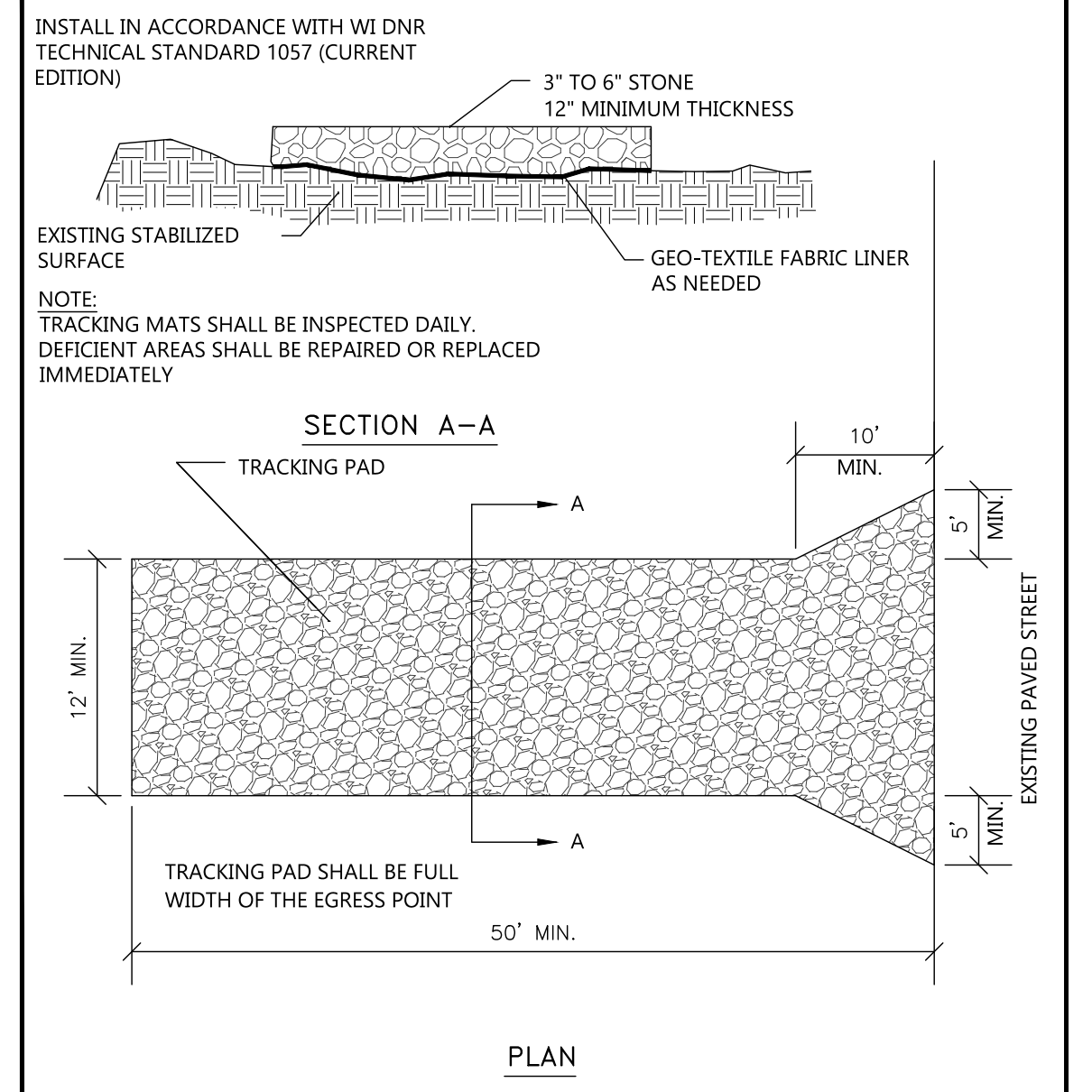
STOP SIGN WITH CONCRETE BASE DETAIL

NOT TO SCALE



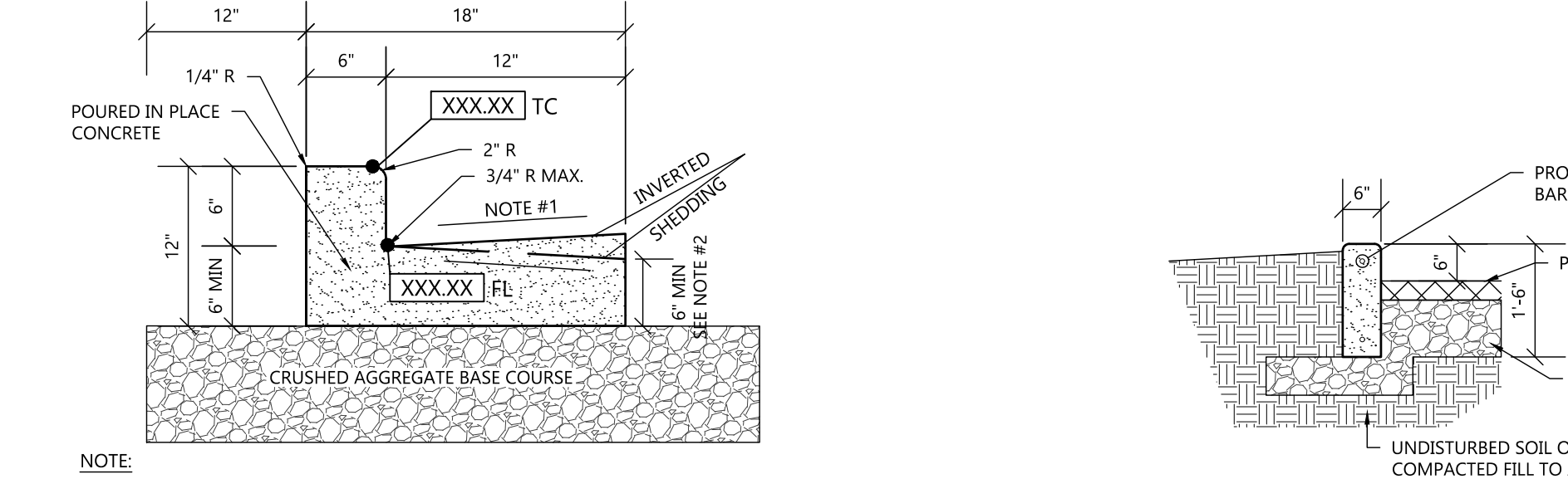
PAVING WITH UNDERDRAIN DETAIL

NOT TO SCALE



TRACKPAD DETAILS

NOT TO SCALE

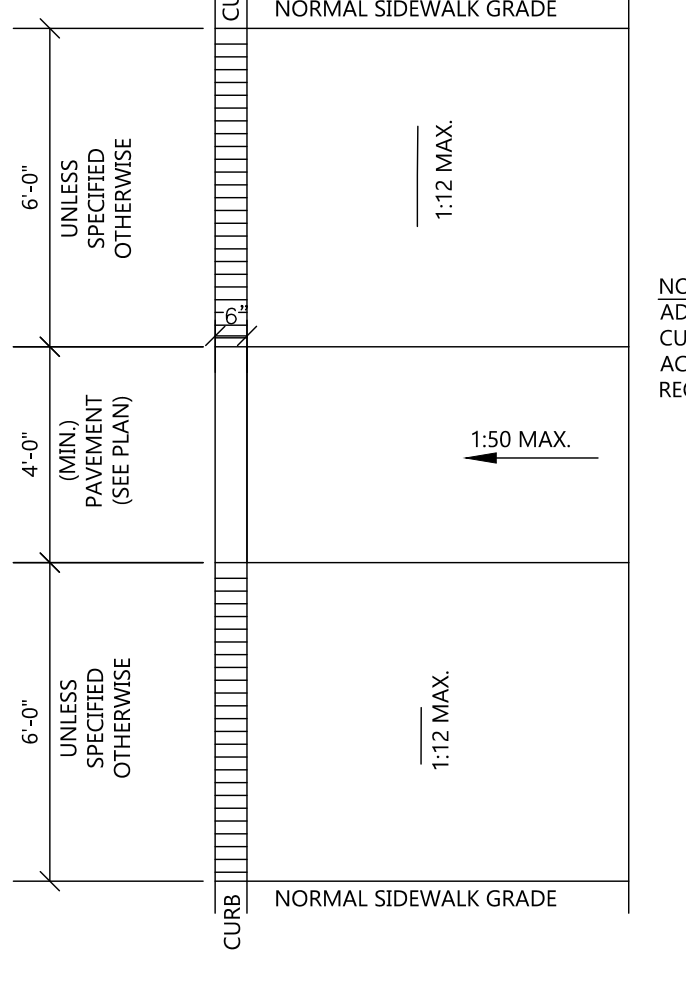


18" CONCRETE CURB & GUTTER DETAIL

NOT TO SCALE

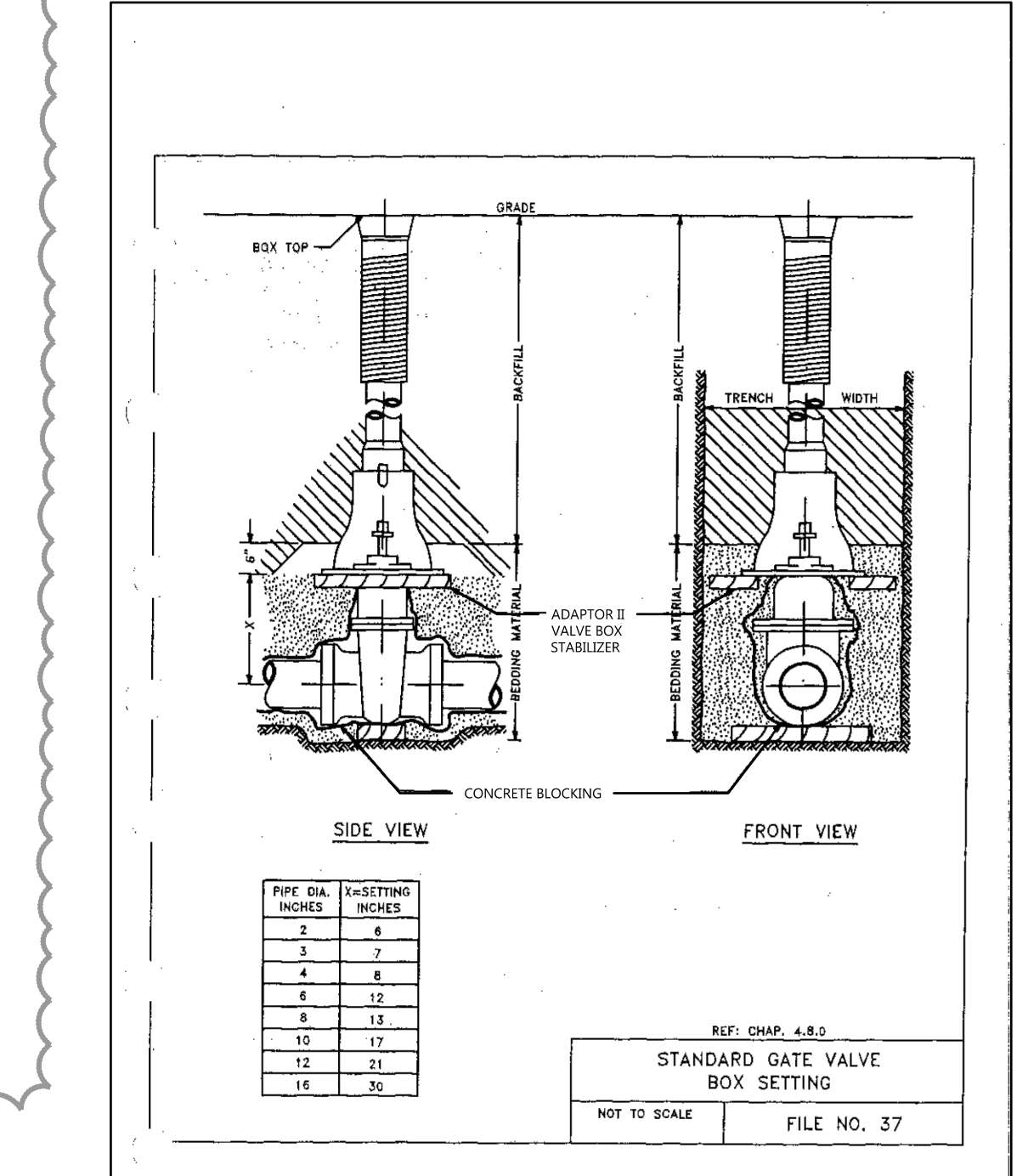
6" CURB HEAD DETAIL

NOT TO SCALE



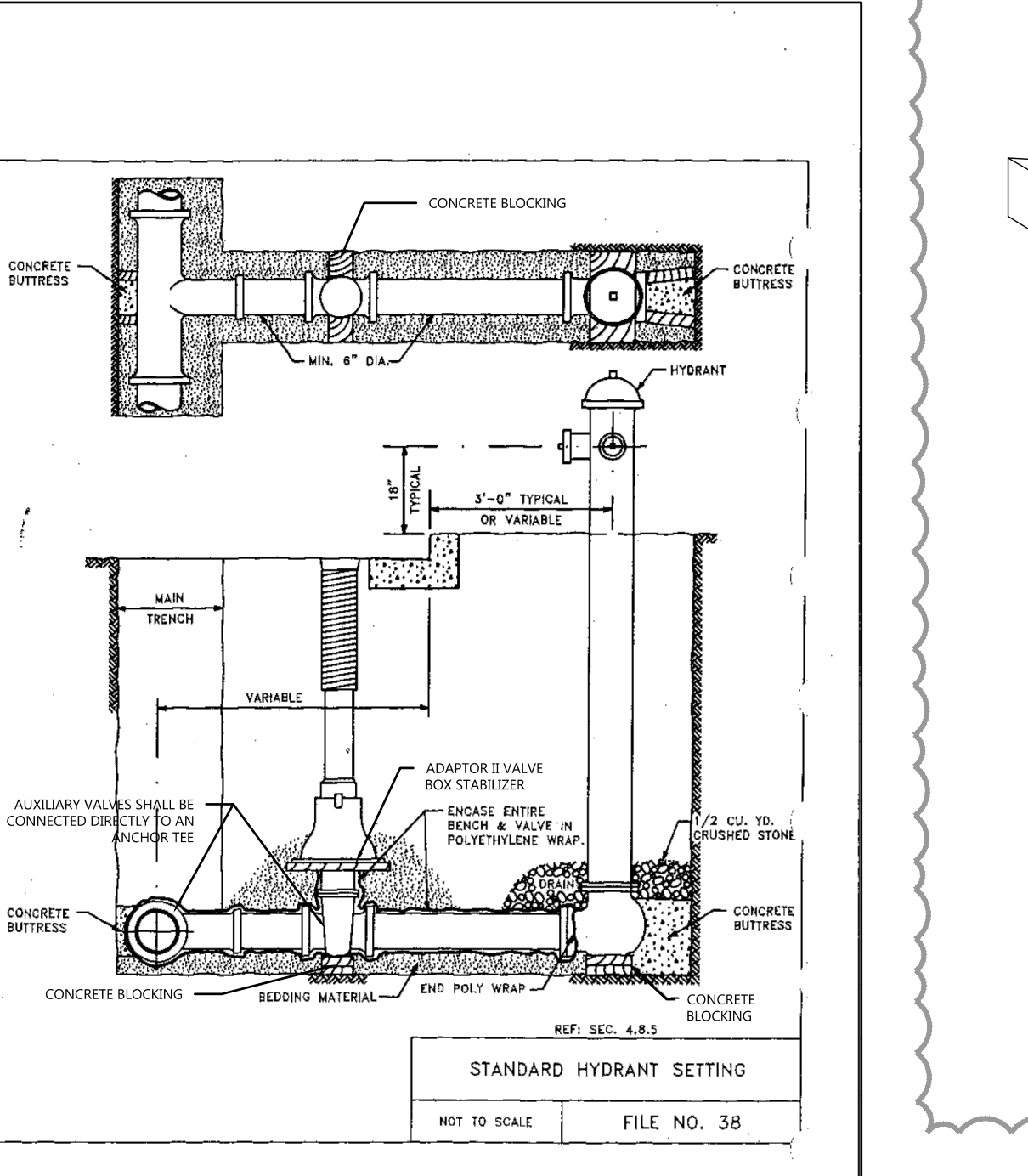
ADA SIDEWALK RAMP DETAIL

NOT TO SCALE



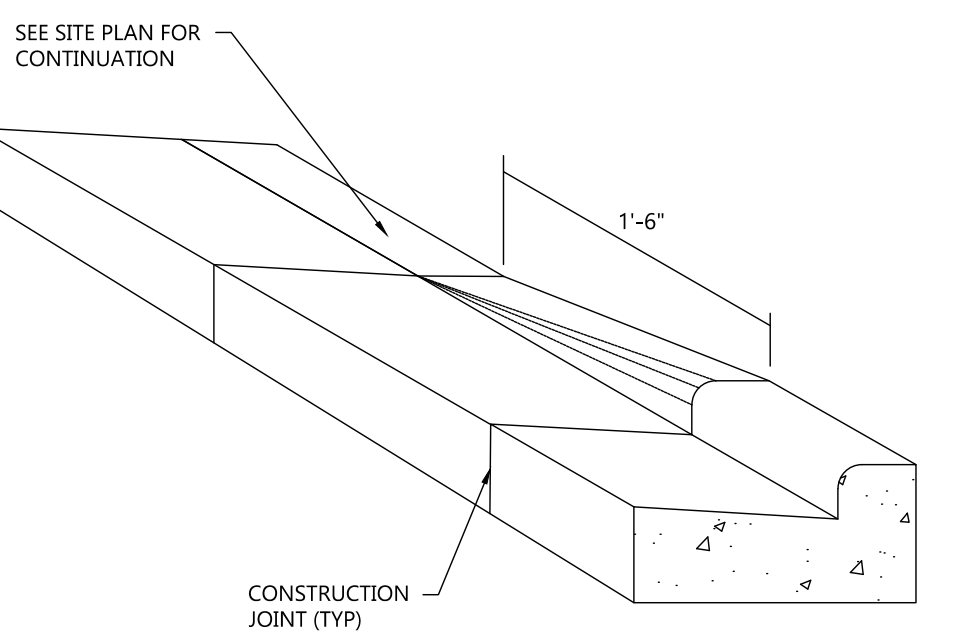
VALVES

- 4-inch to 12-inch: Resilient-Seated Gate Valves. Resilient seated gate valves shall meet the requirements of AWWA C515. Resilient-seated gate valves shall be American Flow Control Series 2500, Clow F-6100 or Mueller A-2302. Resilient-Seated Gate Valves. Resilient seated gate valves shall meet the requirements of AWWA C515. All 6-inch and 8-inch valves shall be resilient-seated gate valves unless otherwise approved by the Village. Butterfly valves, Clow Model 4500, or approved equal. Resilient-seated gate valves shall be American Flow Control Series 2500, Clow F-6100, or Mueller A-2302. Butterfly valves shall be AWWA rubber-seated butterfly valves meeting the requirements of AWWA C504, Class 150B. All 14-inch and larger diameter valves shall be butterfly valves. Butterfly valves shall be Pratt "Groundhog", Kennedy, Dresser "Maki", Clow, or Mueller "Lingual Lift". Provide restrained joints on all valve fittings. Developer shall provide one spare valve of each size installed to the Public Works Department.
- VALVE BOXES
 - Valve boxes shall be two (2) piece cast iron valve boxes consisting of a bottom (5-1/4" shaft diameter) section and screw type top section with cover marked "WATER". Valve box sections must be installed with the bell section above the spigot so that soil cannot drop into the threads. Acceptable manufacturers include: Tyler 6850 series and Bingham and Taylor 4905.
 - If additional sections are required to adjust the valve box to grade the top section must be removed and replaced with a taller section. Internal extensions are not permitted.
 - Valve boxes for gate valves shall be installed with the Valve Box Adaptor II and butterfly valves with the Butterfly Valve Adaptor as manufactured by Adaptor, Inc., of Oak Creek, Wisconsin, or equal. Valve box adapters shall be furnished for the specific size and model valve to be equipped.
 - On water mains greater than 6-foot deep, provide bituminous coated carbon steel valve operating extension rods with 2-inch square operating nuts terminating within 2 inches below the lid for all main line valves.
 - Do not extend tracer wire into valve boxes.



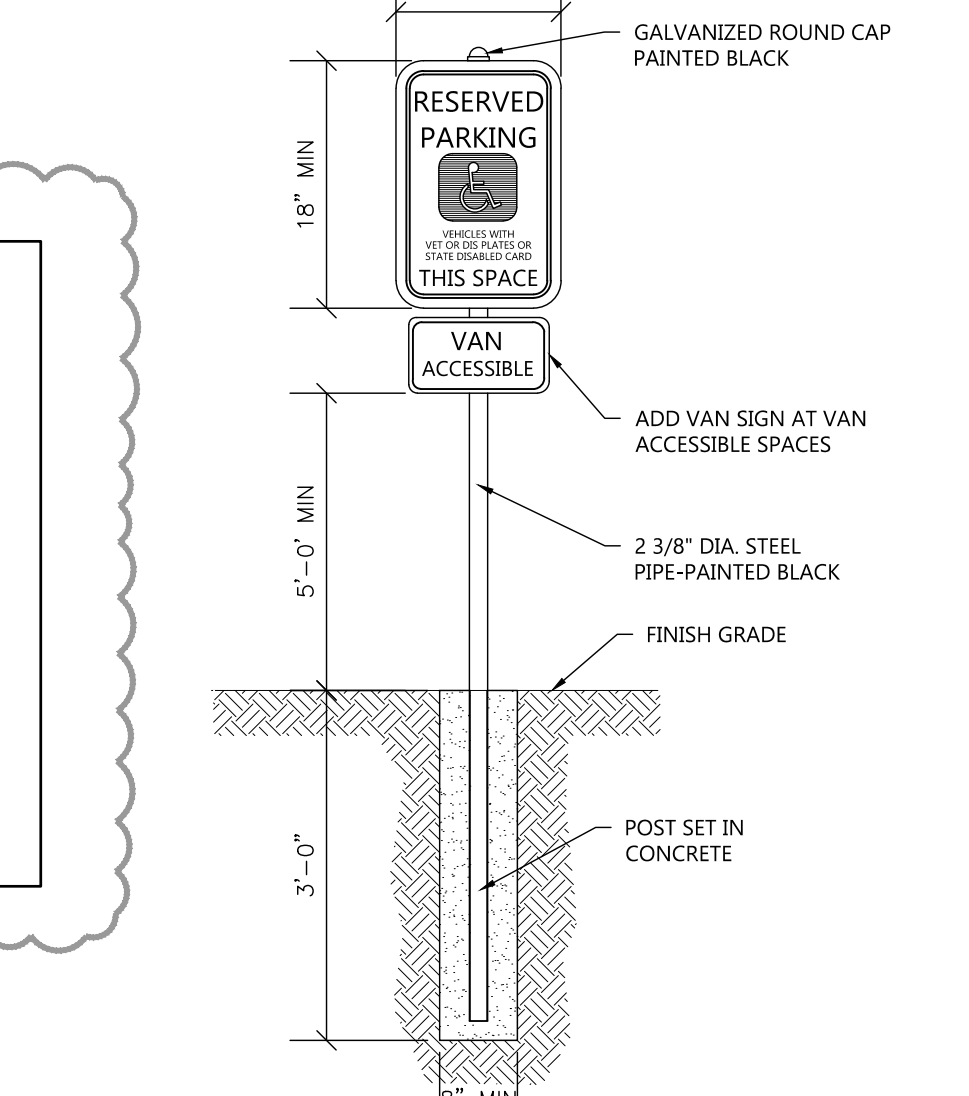
FIRE HYDRANTS

- Model/Manufacturer: Mueller A-423.
- All hydrant body hardware shall be stainless steel.
- Color: Painted Blue.
- Nozzle height: 18-inches to 26-inches to finish grade.
- Equip steamer nozzle with a 5" Storz Quick Connect.
- Standard hydrant extensions are required for hydrants with over 6 feet of cover, or where required to adjust nozzle height.
- Auxiliary valves: Connect directly to water main at an anchor tee.
- Hydrant lead pipe: C-900 PVC with restrained joints.
- Hydrant leads and fittings: Restrain by Mega-lug gland or approved equal.
- Place locator wire terminal boxes at all hydrant locations.
- Install 3/8" diameter, 5' long fiberglass hydrant marker with spring and reflective bands on all hydrants.
- Developer shall provide one spare hydrant to the Public Works Department.



CURB TAPER DETAIL

NOT TO SCALE



HANDICAP SIGNAGE WITH CONCRETE BASE DETAIL

NOT TO SCALE

EXCEL
Always a Better Plan
100 Camelot Drive
Fond du Lac, WI 54935
920-926-9800
excelengineer.com

PROJECT INFORMATION

PROPOSED BUILDING ADDITION PHASE ONE FOR:
SHORELAND LUTHERAN HIGH SCHOOL
9026 12TH STREET • KENOSHA, WI 53144

PROFESSIONAL SEAL

SHEET DATES

ISSUED FOR CONSTRUCTION	DATE
IFC	AUG. 20, 2025
CB2	OCT. 15, 2025
CB3	NOV. 6, 2025

JOB NUMBER
240018700

SHEET NUMBER
C2.0

PROJECT INFORMATION

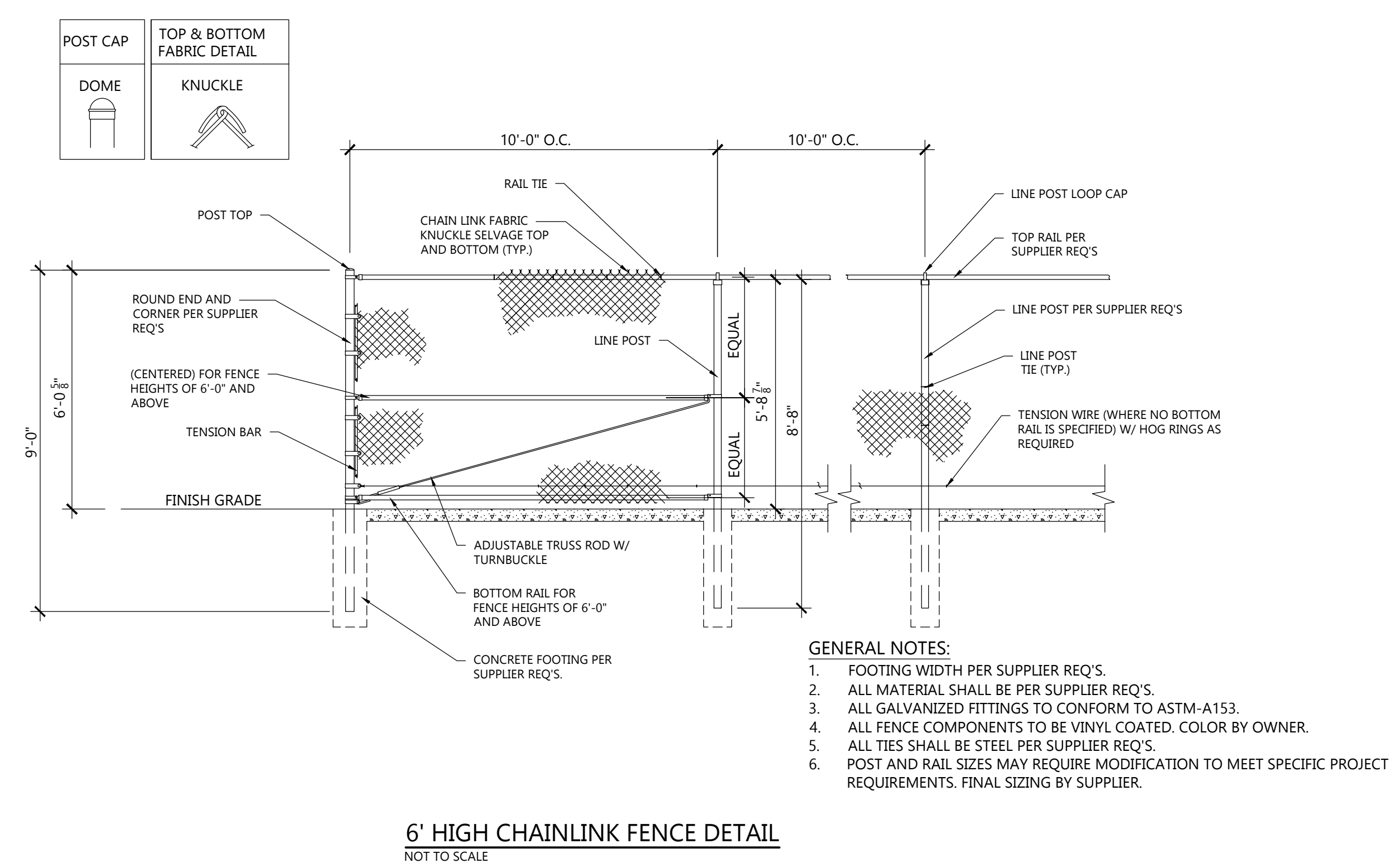
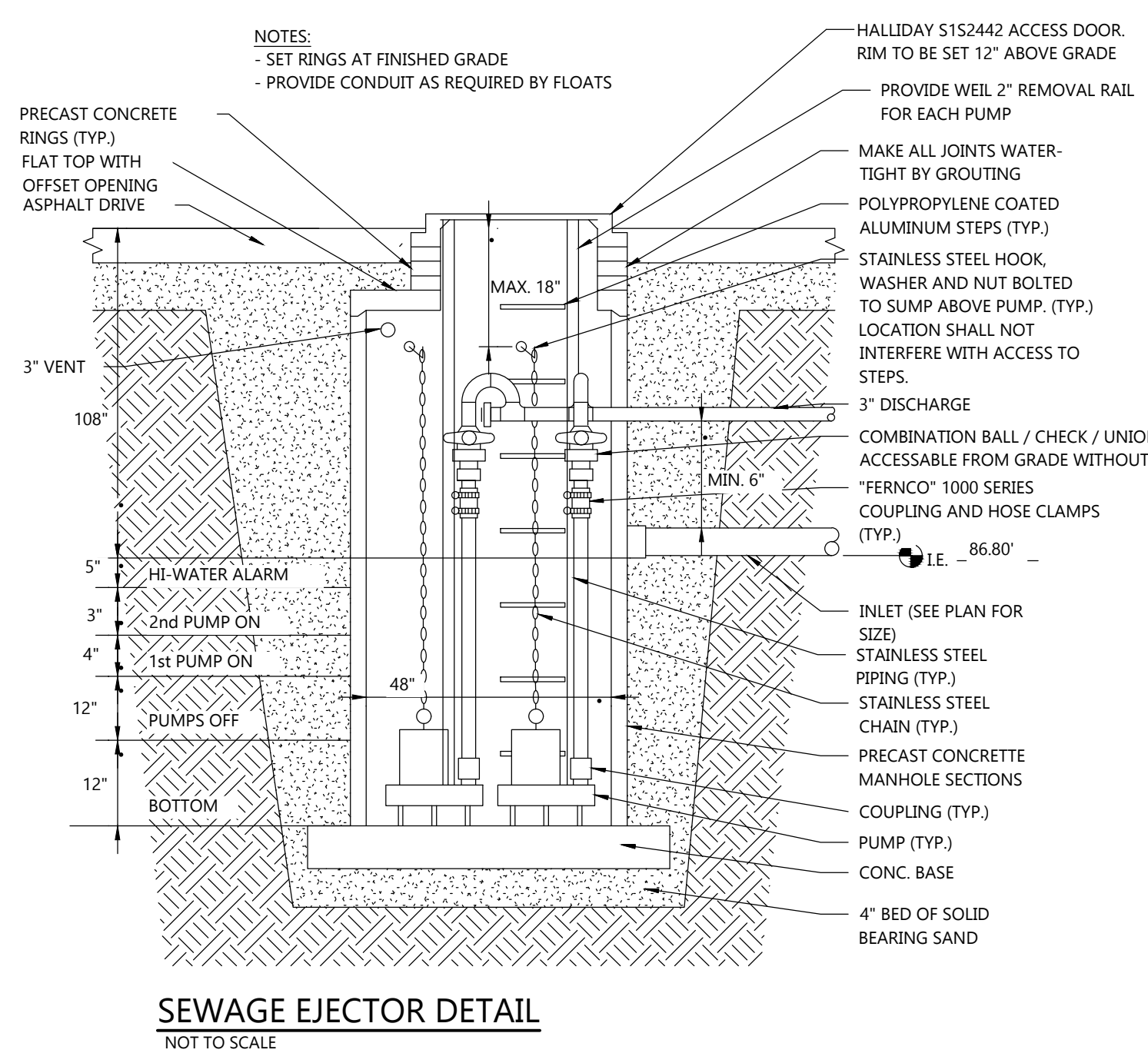
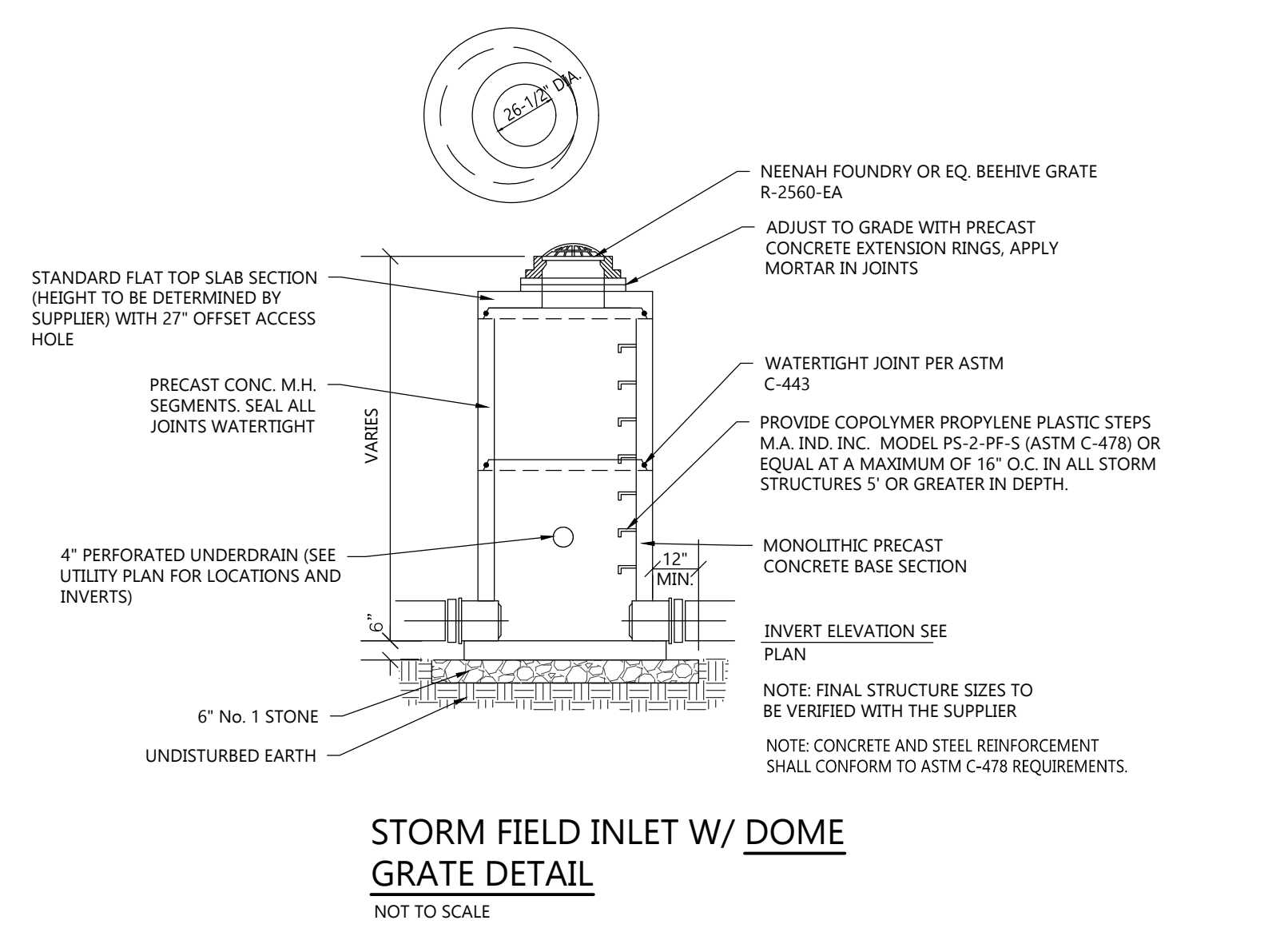
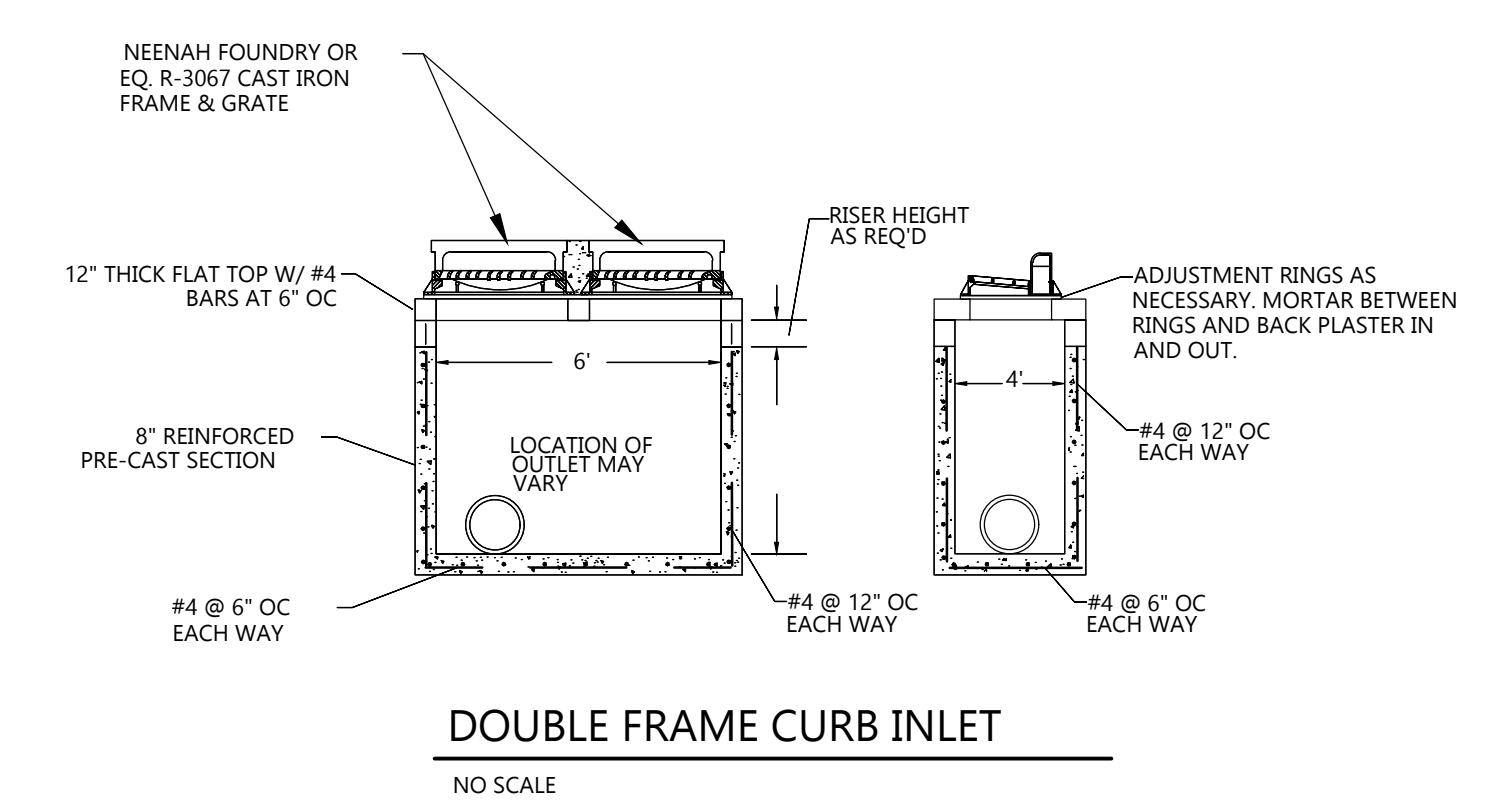
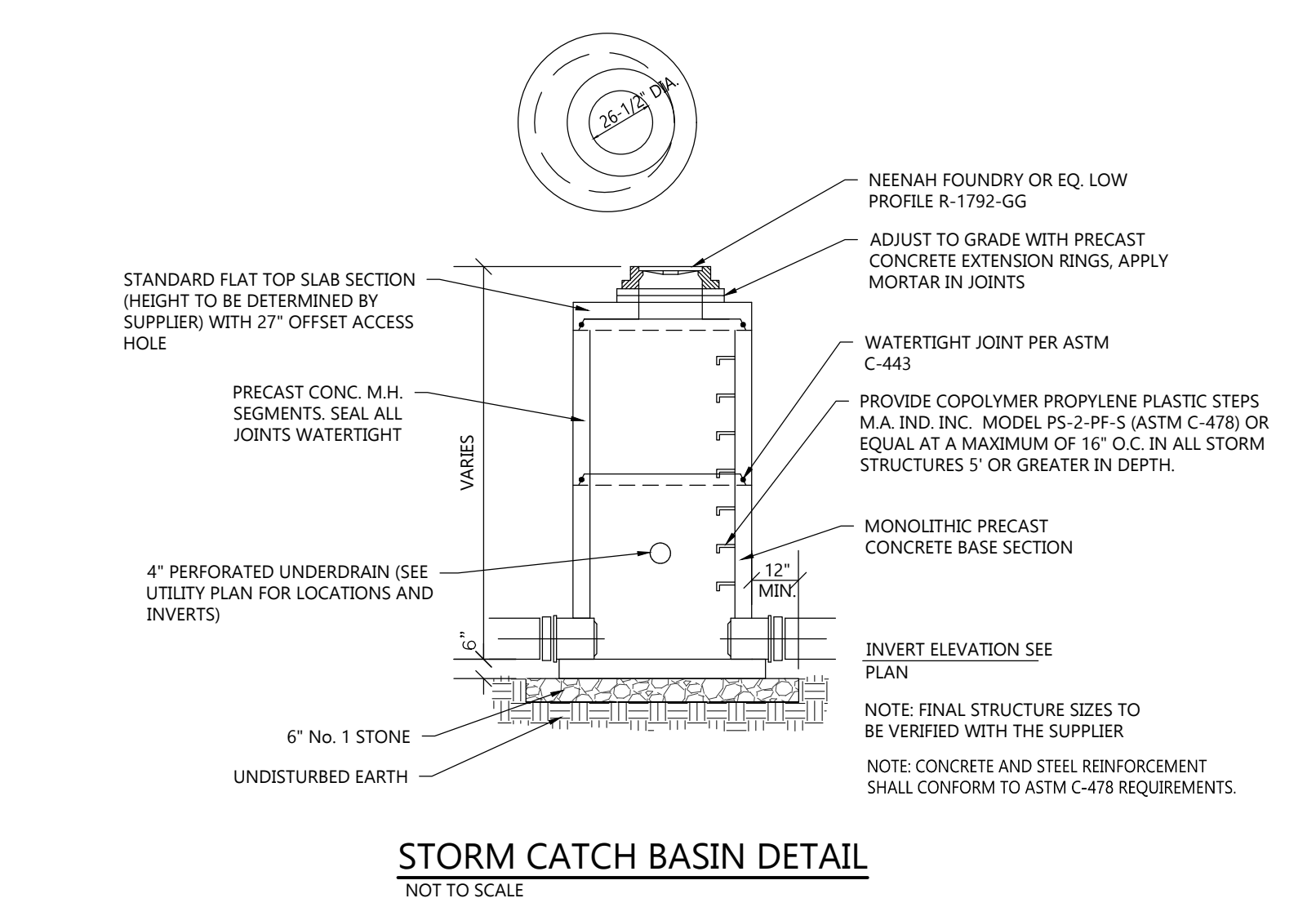
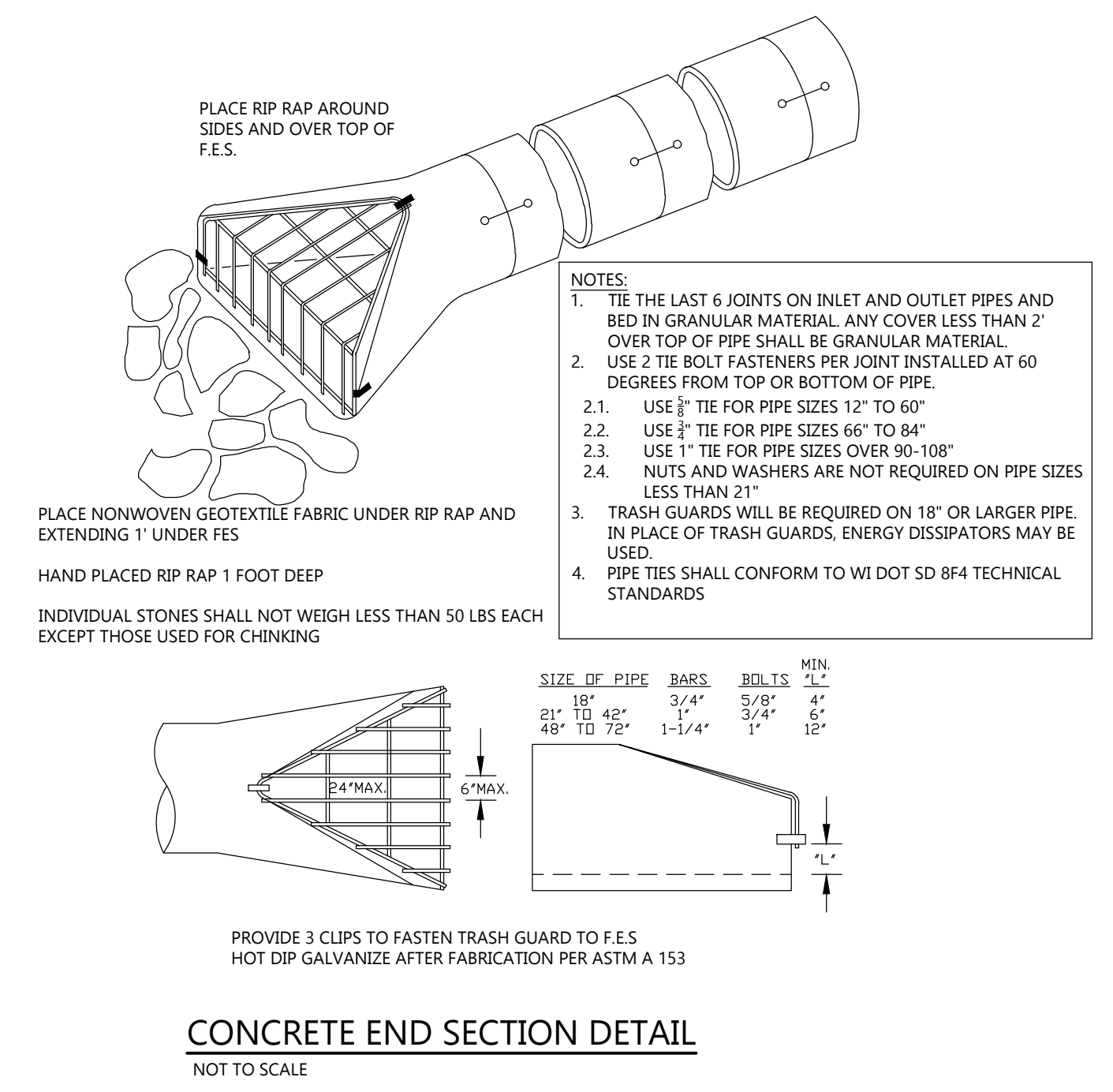
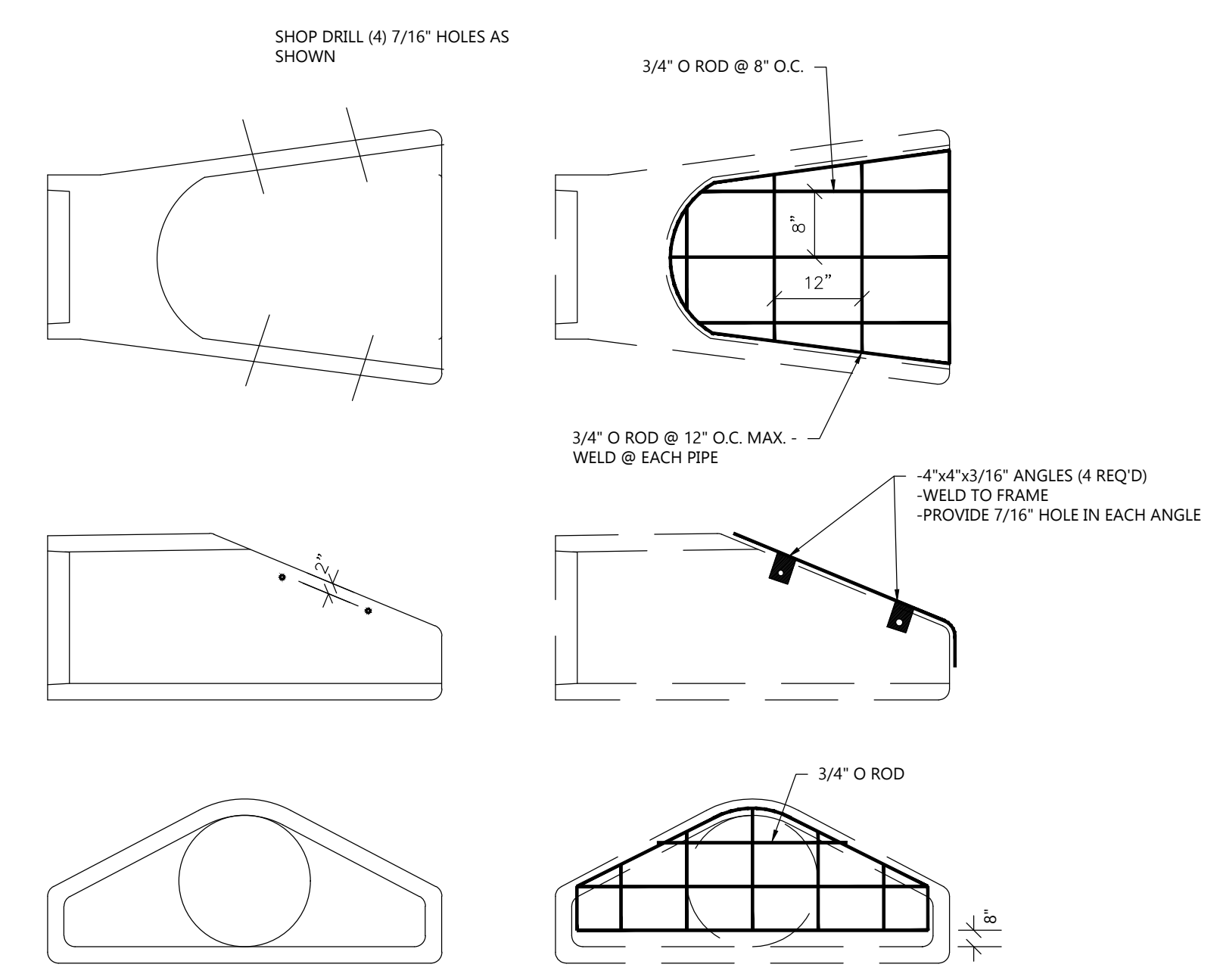
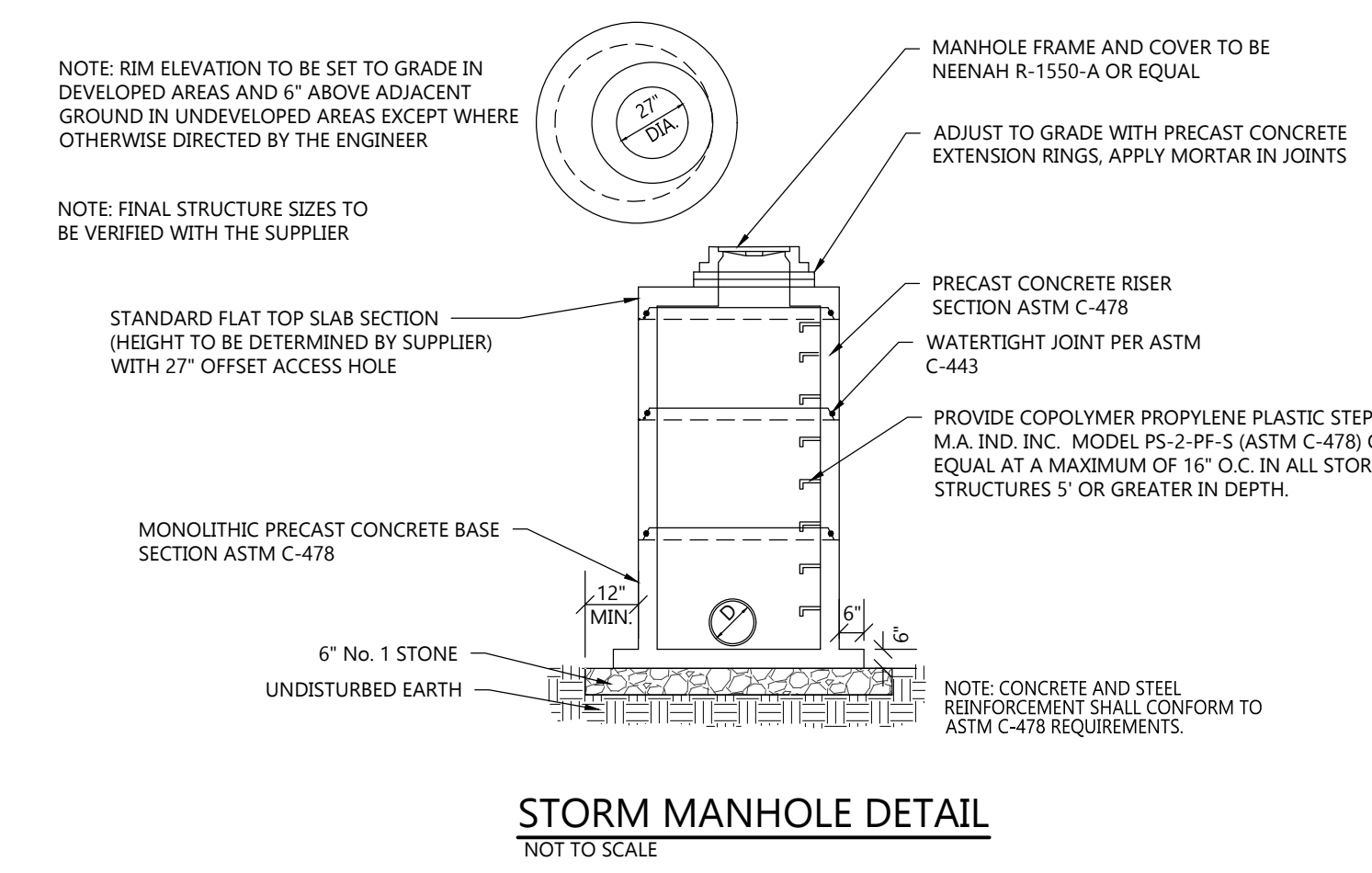
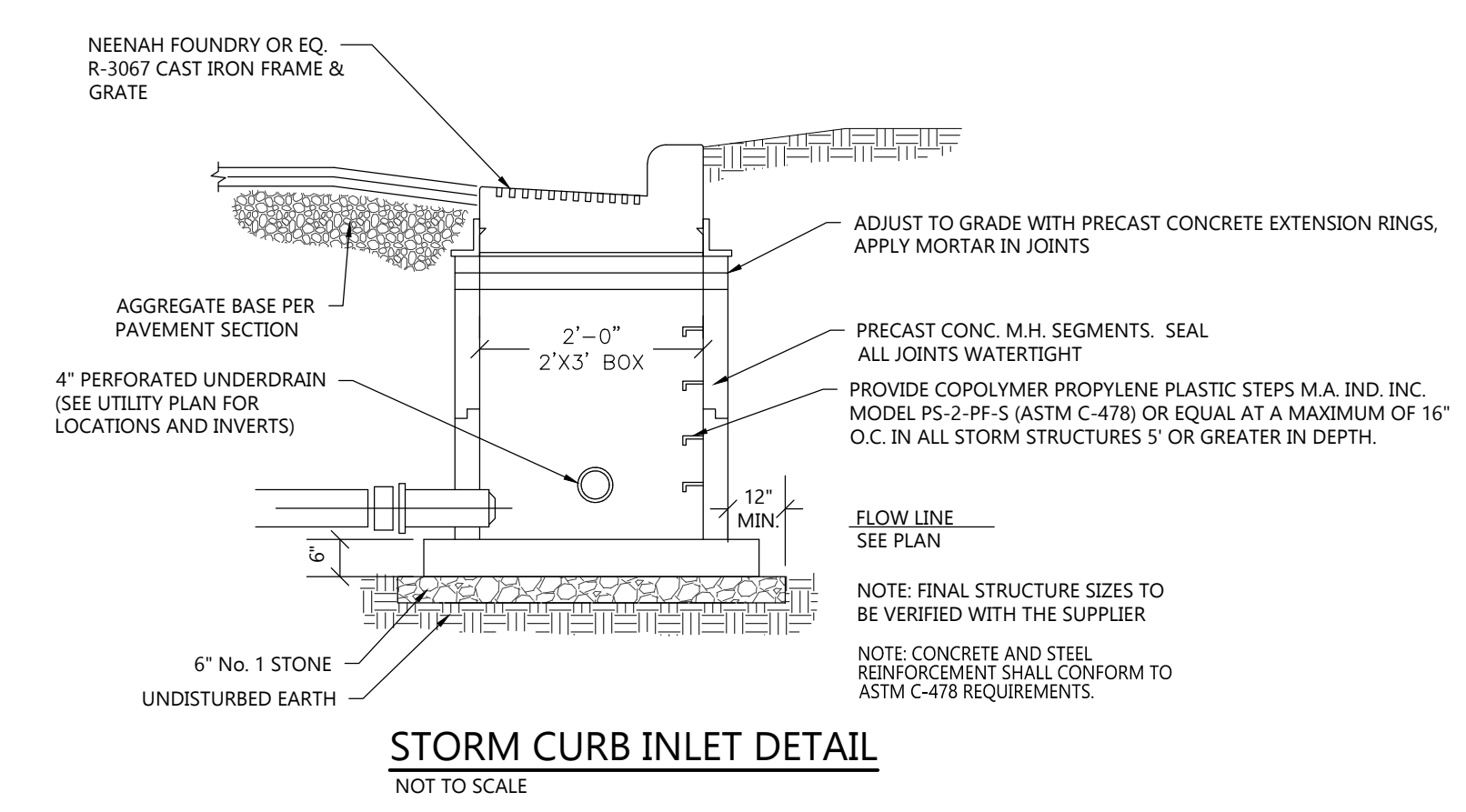
PROPOSED BUILDING ADDITION PHASE ONE FOR:
SHORELAND LUTHERAN HIGH SCHOOL
 9026 12TH STREET • KENOSHA, WI 53144

PROFESSIONAL SEAL

SHEET DATES
 ISSUED FOR CONSTRUCTION
 IFC AUG. 20, 2025

JOB NUMBER
 240018700

SHEET NUMBER
C2.1



SEWAGE EJECTOR SCHEDULE (SE)

NO.	ALT #4	PUMP				SUMP (1)					REMARKS		
		GPM EA.	HEAD (FT)	RPM	HP EA.	VOLT/ PHASE	TYPE	MODEL	MFR	MATERIAL		COVER W/ GASKET	
		2	70	15	1725	1.00	208/3	GRINDER	2436C	WEIL	CONCRETE	STEEL	(4)(10)

-ACCEPTABLE MANUFACTURERS:
 -PUMP: ZOELLER, WEIL, LITTLE GIANT, LIBERTY PUMPS, WILO
 -SUMP: TOPP INDUSTRIES, AK INDUSTRIES, JACKEL
 -INFLUENT CONDITIONS: 7.5 pH, MAX. 100 DEG. F. FACILITY TYPE: SCHOOL
 -VERIFY CONTROL FLOAT CORD LENGTH REQUIRED FOR INSTALLATION LOCATION PRIOR TO ORDERING.
 (1) SEE DETAIL FOR SUMP AND CONTROL LEVEL DIMENSIONS. PROVIDE SUMP WITH UPPER ANCHOR FLANGE.
 (4) PROVIDE "SIE RHOMBUS" OR EQUIVALENT JFS THREE PHASE DUPLEX CONTROLLER. C-LEVEL SENSOR, ALARM LIGHT AND HORN, INDIVIDUAL PUMP RUN INDICATOR LIGHTS, HOA SWITCH FOR EACH PUMP, DRY AUX CONTACTS, NEMA 4 ENCLOSURE, AUTOMATIC ALTERNATOR, MAGNETIC STARTER AND CIRCUIT BREAKER FOR EACH PUMP.
 (10) PROVIDE "WEIL" 2613 BCB DUPLEX PUMP REMOVAL SYSTEM WITH EXPOXY COATED SUB BASE AND LEVEL CONTROL LIFTING ASSEMBLY WITH TAIL PILE.

PROJECT INFORMATION

PROPOSED BUILDING ADDITION PHASE ONE FOR:
SHORELAND LUTHERAN HIGH SCHOOL
 9026 12TH STREET • KENOSHA, WI 53144

PROFESSIONAL SEAL

SHEET DATES

ISSUED FOR CONSTRUCTION

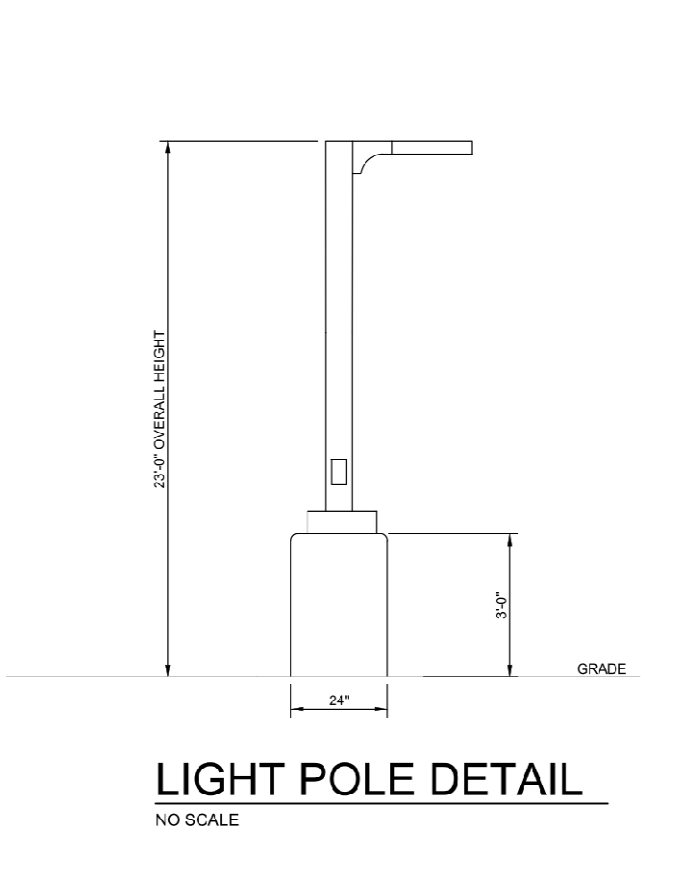
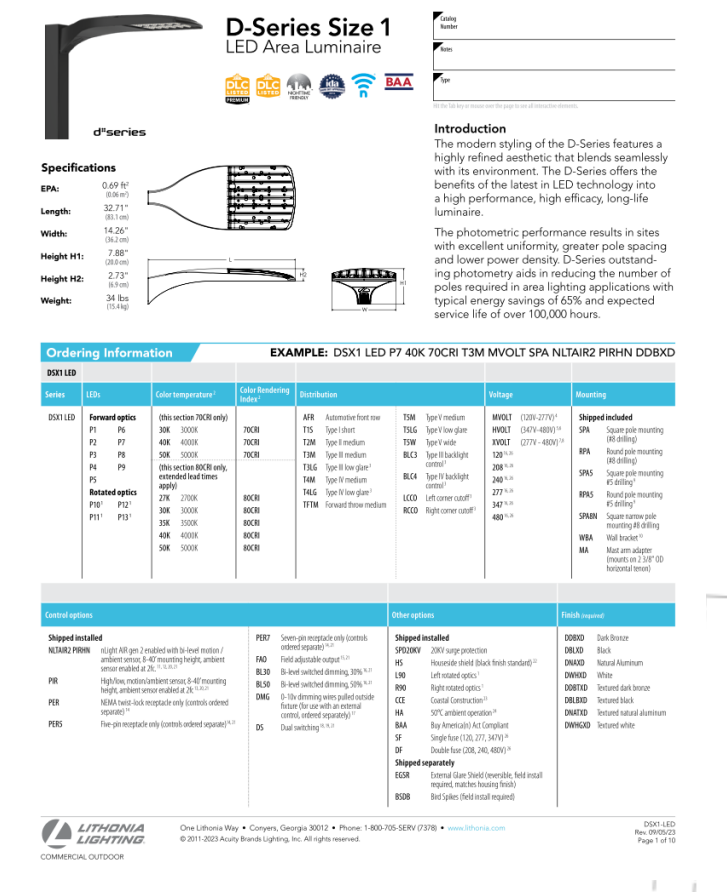
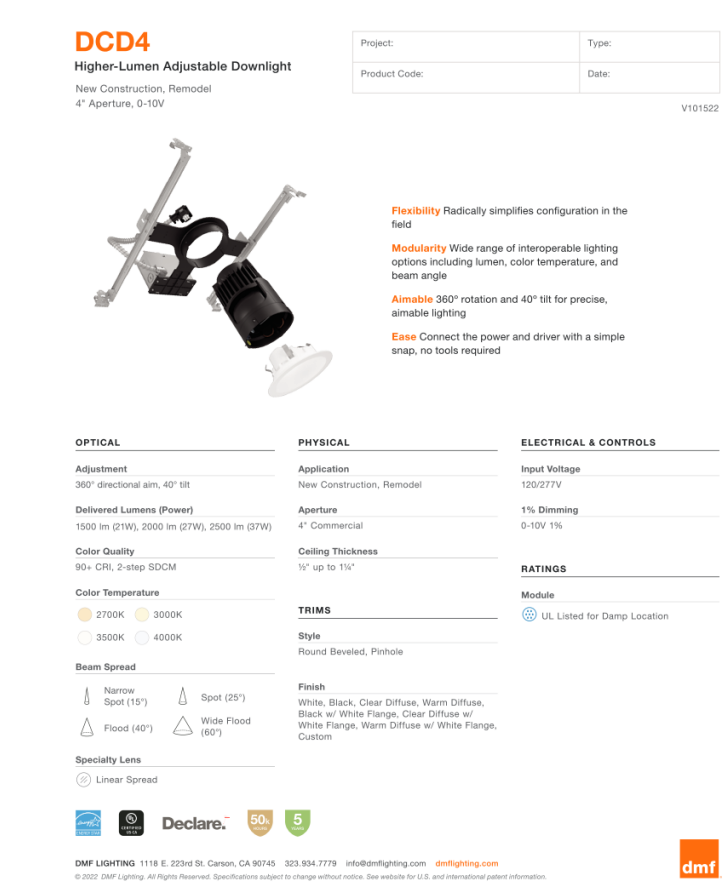
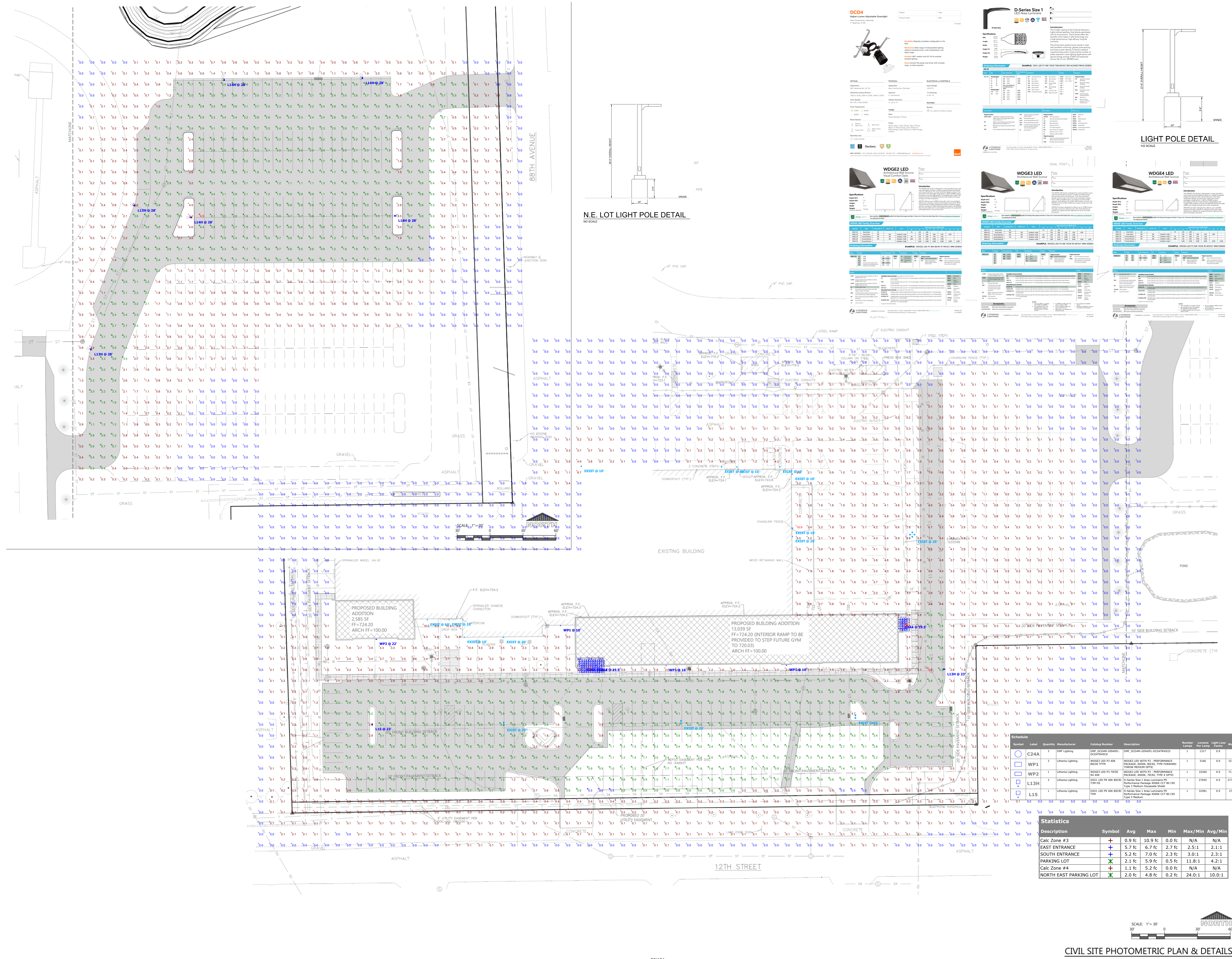
IFC AUG. 20, 2025
 CB2 OCT. 15, 2025

JOB NUMBER

240018700

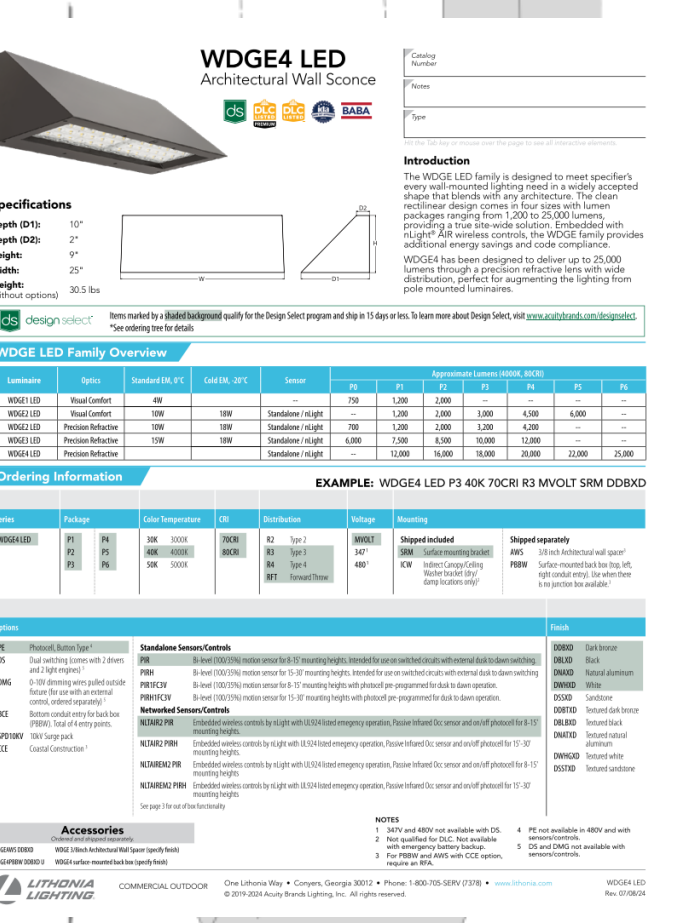
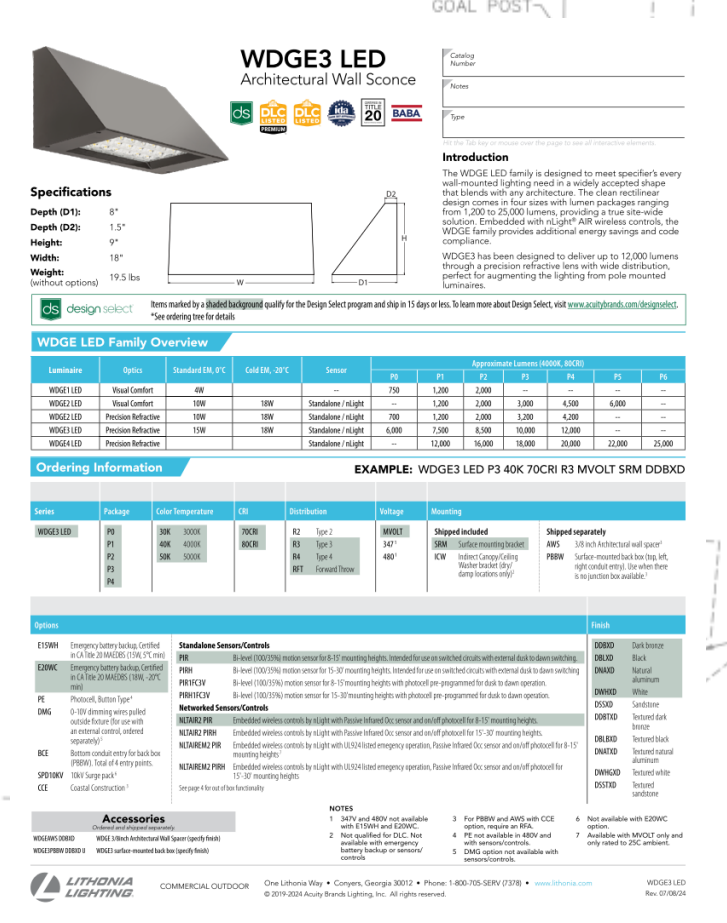
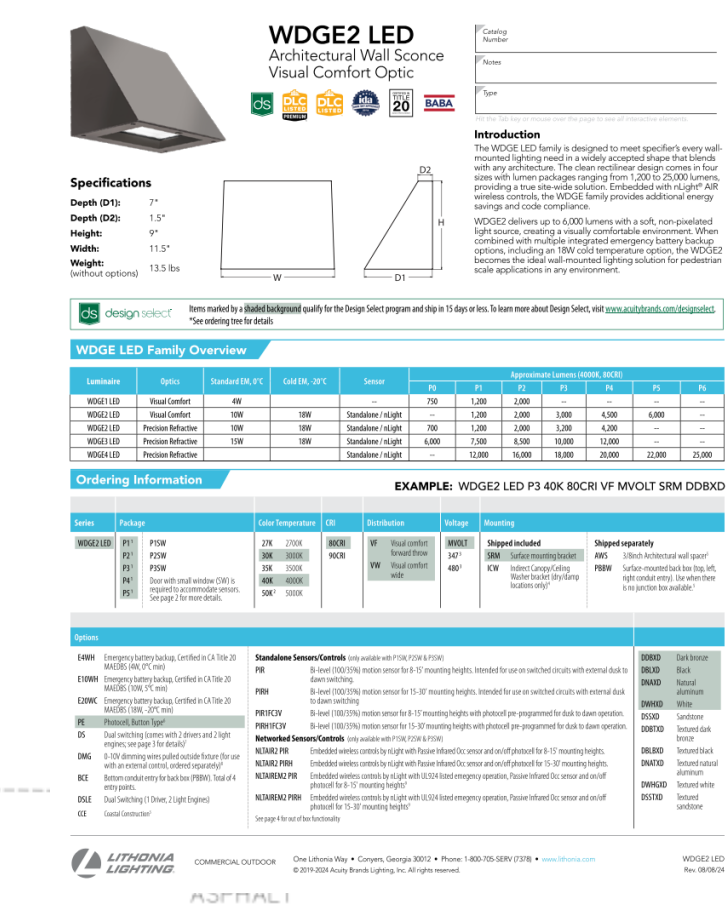
SHEET NUMBER

C3.1



N.E. LOT LIGHT POLE DETAIL
 NO SCALE

LIGHT POLE DETAIL
 NO SCALE



Schedule	Symbol	Label	Quantity	Manufacturer	Catalog Number	Description	Number Lamps	Lumens	Light Loss Factor	Wattage
	C24A	3	DEF Lighting	DEF_C24A-3004PL-DIMTRACED	DEF_C24A-3004PL-DIMTRACED		1	1317	0.9	27
	WP1	1	Lithonia Lighting	WEDGE LED P3 40K B4 40K	WEDGE LED P3 40K B4 40K		1	3146	0.9	32.1375
	WP2	1	Lithonia Lighting	WEDGE LED P3 40K B4 40K	WEDGE LED P3 40K B4 40K		1	10360	0.9	71.895
	L13H	3	Lithonia Lighting	DCD4 LED P3 40K B4 40K	DCD4 LED P3 40K B4 40K		1	27045	0.9	277.2702
	L15	1	Lithonia Lighting	D-Series Size 1 Area Luminaire P3 Performance Package 4000K CCT 80 CRI Type 3 Medium	D-Series Size 1 Area Luminaire P3 Performance Package 4000K CCT 80 CRI Type 3 Medium		1	32591	0.9	277.02

Statistics	Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Calc Zone #3		+	0.9 fc	10.9 fc	0.0 fc	N/A	N/A
EAST ENTRANCE		+	5.7 fc	6.7 fc	2.7 fc	2.5:1	2.1:1
SOUTH ENTRANCE		+	5.2 fc	7.0 fc	2.3 fc	3.0:1	2.3:1
PARKING LOT		X	2.1 fc	5.9 fc	0.5 fc	11.8:1	4.2:1
Calc Zone #4		+	1.1 fc	5.2 fc	0.0 fc	N/A	N/A
NORTH EAST PARKING LOT		X	2.0 fc	4.8 fc	0.2 fc	24.0:1	10.0:1

PROJECT INFORMATION

PROPOSED BUILDING ADDITION PHASE ONE FOR:
SHORELAND LUTHERAN HIGH SCHOOL
 9026 12TH STREET • KENOSHA, WI 53144

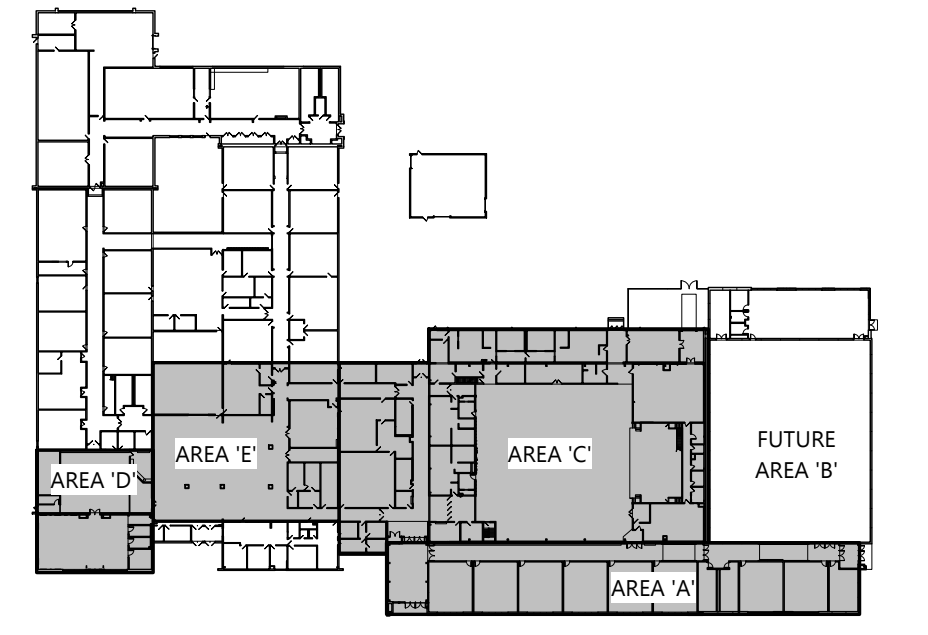


MUSIC ADDITION
TOTAL AREA
2,606 S.F.
 (LOAD BEARING PRECAST EXTERIOR WALLS)
 (LOAD BEARING CMU INTERIOR WALLS)
 (STEEL STRUCTURE & ROOF)

CLASSROOM ADDITION
12,998 S.F.
 (PRECAST ROOF)
 (LOAD BEARING PRECAST EXTERIOR WALLS)
 (LOAD BEARING CMU INTERIOR WALLS)

OVERALL FIRST FLOOR PLAN
 SCALE: 1/16" = 1'-0"

BUILDING ADDITION TOTAL AREA
15,604 S.F.



KEY PLAN
ARCHITECTURAL OVERALL FIRST FLOOR PLAN

PROFESSIONAL SEAL

SHEET DATES
ISSUED FOR CONSTRUCTION
 IFC AUG. 20, 2025

JOB NUMBER
 240018700

SHEET NUMBER
A1.1

PROJECT INFORMATION

PROPOSED BUILDING ADDITION PHASE ONE FOR:
SHORELAND LUTHERAN HIGH SCHOOL
9026 12TH STREET • KENOSHA, WI 53144

PROFESSIONAL SEAL

SHEET DATES

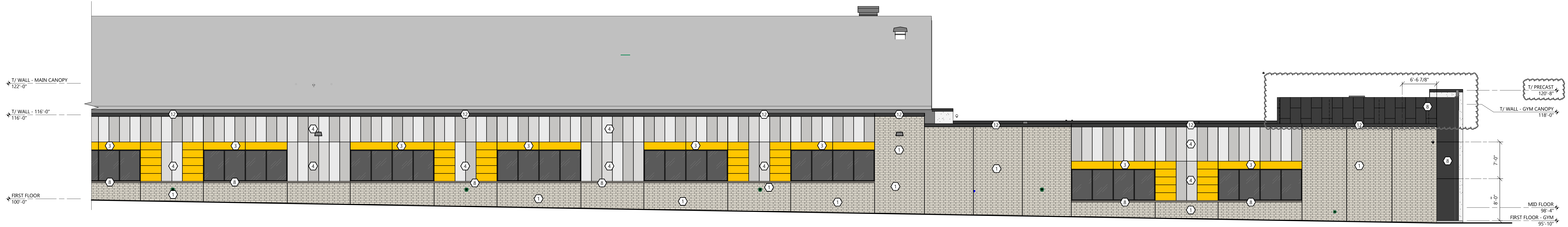
ISSUED FOR CONSTRUCTION	
IFC	AUG. 20, 2025
CB1	SEPT. 30, 2025
CB2	OCT. 15, 2025

JOB NUMBER
240018700

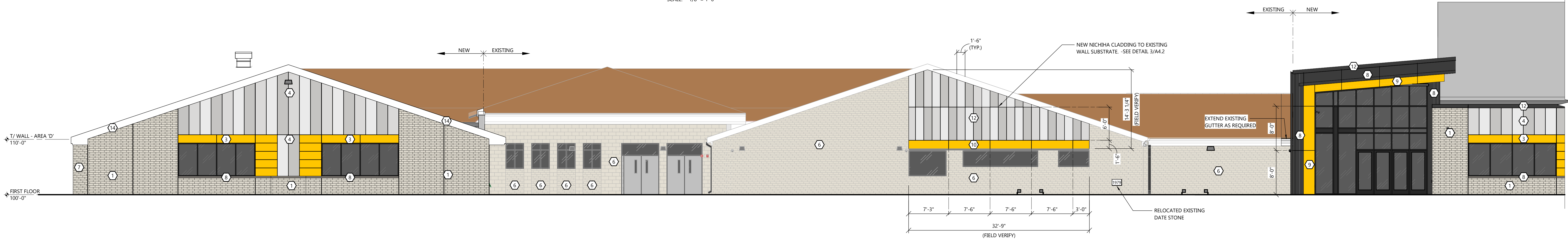
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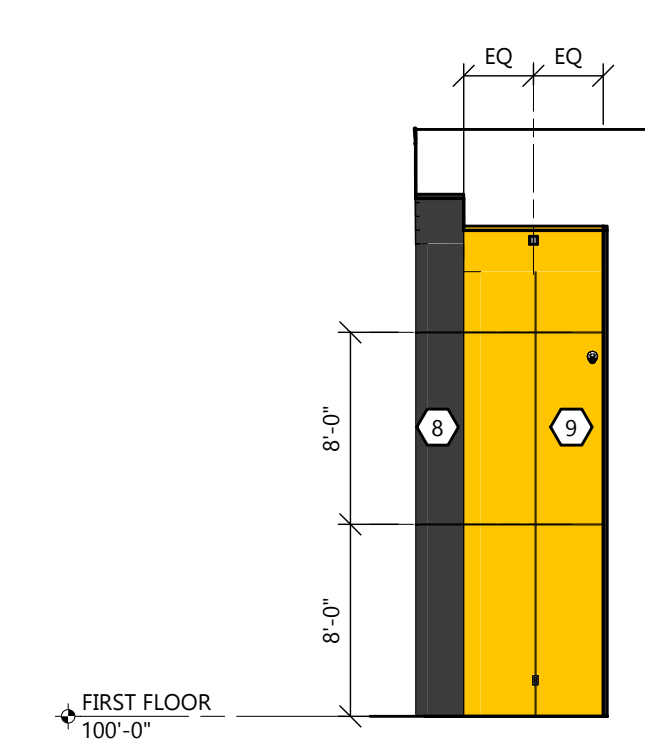
OVERALL SOUTH ELEVATION
SCALE: 1/16" = 1'-0"



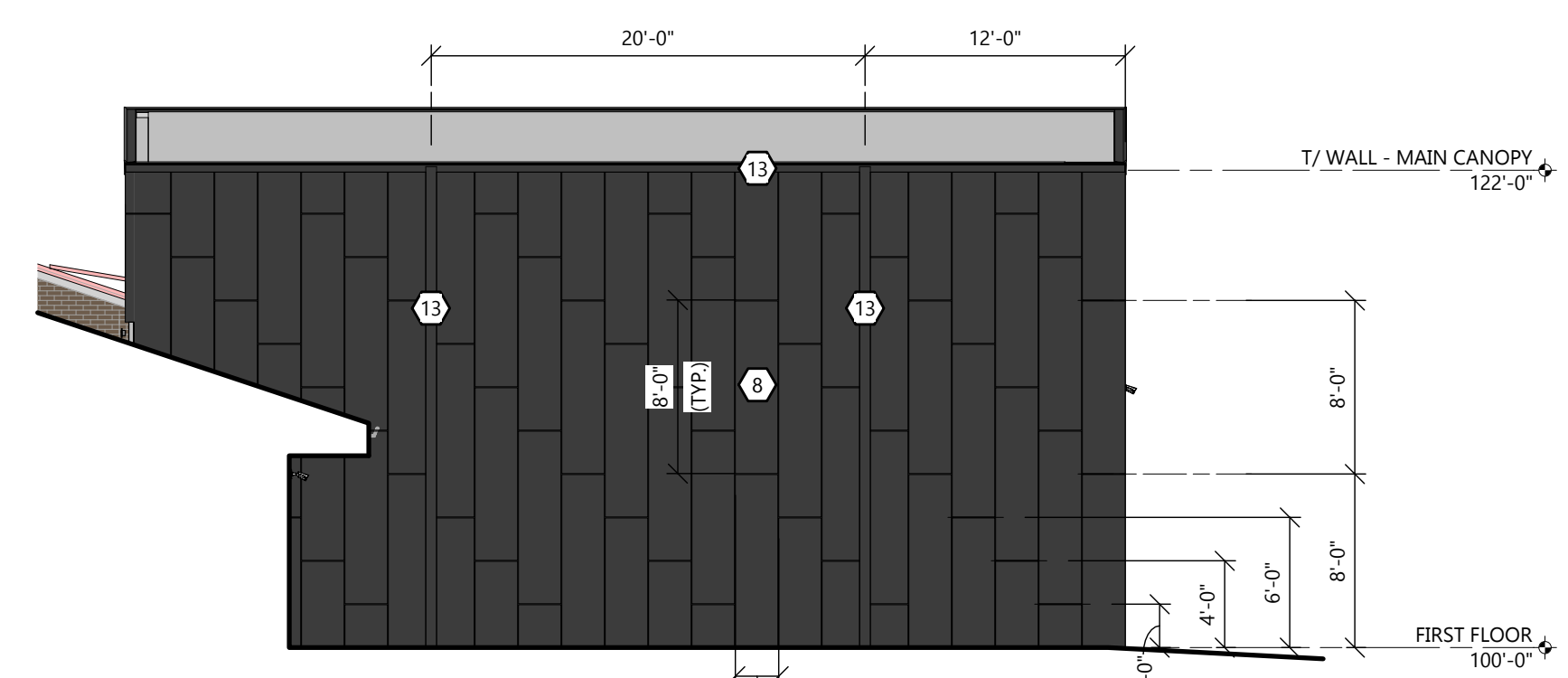
SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



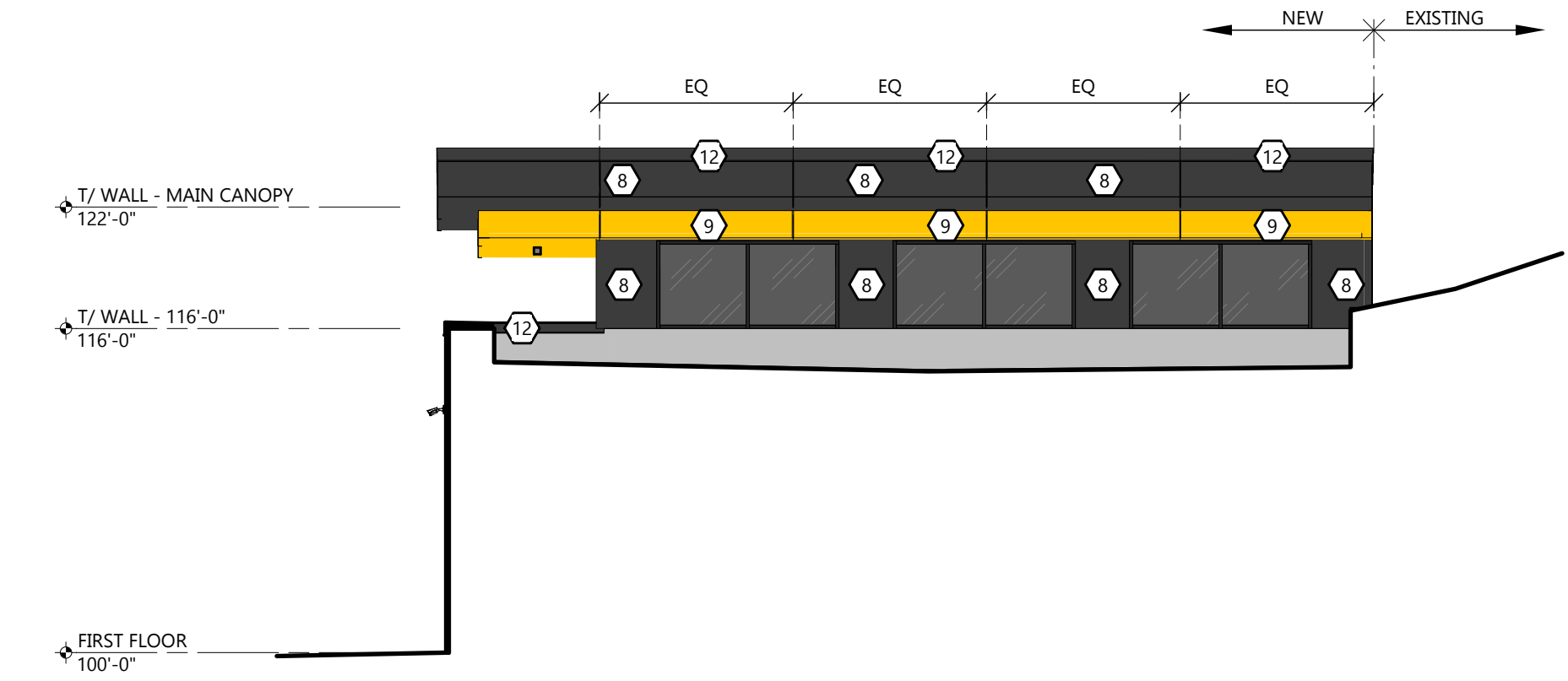
SOUTH ELEVATION (CONT.)
SCALE: 1/8" = 1'-0"



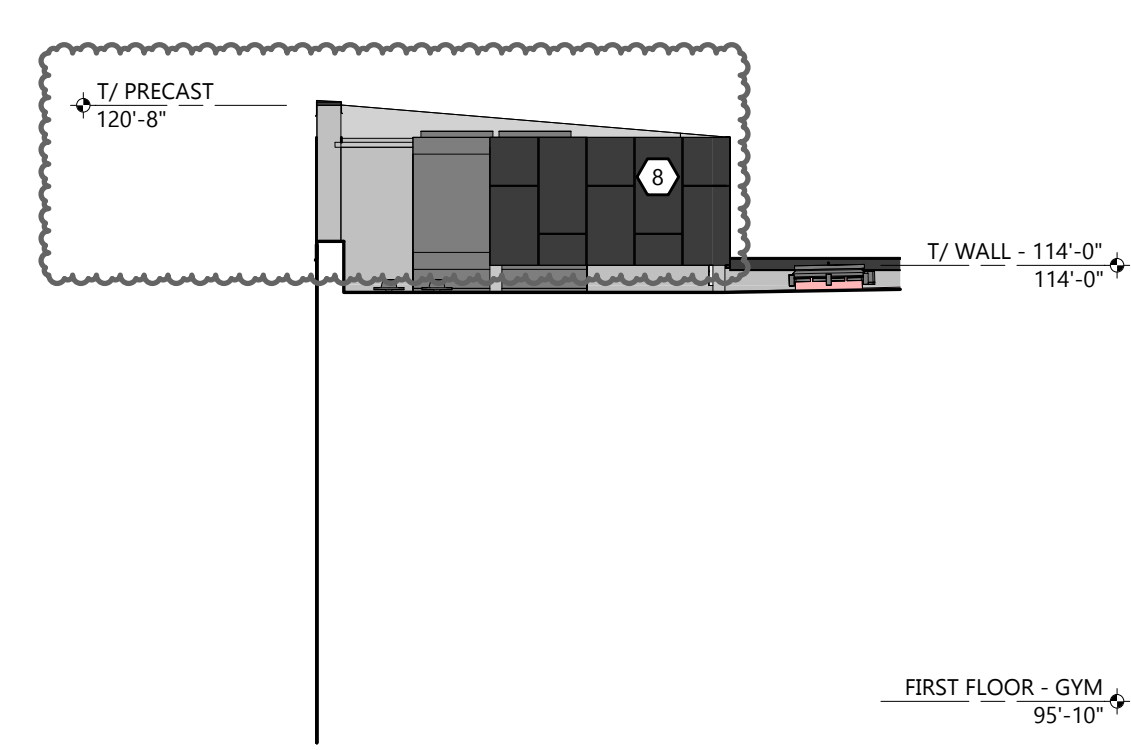
EAST ELEVATION - MAIN ENTRANCE
SCALE: 1/8" = 1'-0"



WEST ELEVATION - MAIN ENTRANCE
SCALE: 1/8" = 1'-0"



EAST ELEVATION - MAIN ENTRANCE
SCALE: 1/8" = 1'-0"



**MUNICIPAL UTILITY EASEMENT
AGREEMENT**

Document No.

Return to:
Kevin Weiss
SBR Law Group LLC
675 N. Barker Road – Suite 300
Brookfield, WI 53045

82-4-222-084-0301

Tax Parcel Number

This instrument was drafted by:

Kevin Weiss, Attorney at Law
SBR Law Group LLC
675 N. Barker Road – Suite 300
Brookfield, WI 53045

MUNICIPAL UTILITY EASEMENT AGREEMENT

SHORELAND LUTHERAN HIGH SCHOOL FEDERATION, INC. (hereinafter referred to as the “Grantor”) desires to construct certain improvements on the property owned by Grantor located at 9026 12th Street, Village of Somers, Kenosha County, Wisconsin, as further described on EXHIBIT A (the “Grantor Property”), and is willing to grant to the VILLAGE OF SOMERS, a municipal corporation maintaining offices at 7511 12th Street, in the Village of Somers, Kenosha County, Wisconsin (hereinafter referred to as the “Grantee”) an easement for the purpose of constructing, installing, repairing, and maintaining certain water main public improvements serving the Grantor Property and located on (i) that certain twenty (20) foot wide portion of the Grantor Property located along 88th Avenue, as shown on EXHIBIT B (the “88th Avenue Easement Area”), and (ii) that certain twenty (20) foot wide portion of the Grantor Property located along 12th Street, as shown on EXHIBITS C-1 and C-2 (collectively, the “12th Street Easement Area”). The 88th Avenue Easement Area and the 12th Street Easement Area shall collectively be referred to as the “Easement Area”.

The Grantor for valuable consideration received from the Grantee does hereby grant unto the Grantee and its assigns a permanent and perpetual easement for construction, installation, maintenance, and repair of the municipal water main and related facilities located within the Easement Area. The easement rights granted herewith include the right to utilize any paved or unpaved access as necessary to complete any required construction, installation, maintenance, or repair of the water main and related public facilities located within the Easement Area. The easement rights granted herewith also include the right to operate, inspect, maintain, repair, and reconstruct any and all hereinafter constructed municipal water main improvements located within the Easement Area, together with the right of entry in, across, beneath, and above the Easement Area only for such purposes as authorized in this instrument, all as more particularly described as follows:

A permanent and perpetual easement for the construction, installation, operation, maintenance, and repair of the municipal water main and related facilities located within the Easement Area, commencing on the date hereof and being more particularly described as follows, to wit:

See EXHIBIT A for the legal description of the Grantor Property, EXHIBIT D for the legal description of the 88th Avenue Easement Area, and EXHIBIT E for the legal description of the 12th Street Easement Area.

The Grantor may not grant additional easements (such prohibition excluding the easements existing as of the date of this instrument) over the above-described Easement Area without the express written consent of the Grantee.

In the event the Grantee must excavate in the Easement Area for any reason (including, but not limited to, for purposes of the initial construction and installation of the water main improvements and any subsequent inspection, repair, or reconstruction work), the Grantee shall restore the Easement Area to the existing established grades. With respect to such restoration work, the easement surface in unpaved areas shall be restored with topsoil, seed, fertilizer and/or

mulch, as appropriate, and restored, as reasonably possible, to the condition as existing prior to such excavation, construction, repair, and/or entry. Additionally, pavement areas within the Easement Area shall be reasonably restored in-kind with like-kind asphaltic concrete pavement. The Grantee will not replace or restore shrubs, trees, or structures of any type.

Grantor reserves the right to use the Easement Area granted for an easement herein for purposes that will not interfere with the Grantee's rights granted by this instrument, provided that Grantor shall not erect or construct any building or other permanent structure on or over the Easement Area.

The rights and obligations created by this Municipal Utility Easement shall be covenants running with the land and shall inure to the benefit of, and be binding upon the parties, their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this easement, as of this _____ day of _____, 2025, intending to be legally bound hereby.

GRANTOR:

**SHORELAND LUTHERAN HIGH SCHOOL
FEDERATION, INC.**

By: Paul Scriver

Its: _____

STATE OF WISCONSIN)
) SS.
COUNTY OF _____)

Personally came before me this _____ day of _____ 2025, the above-named Paul Scriver, to me known to be the person who executed the foregoing instrument, and acknowledged the same.

Notary Public, State of Wisconsin
My Commission _____

GRANTEE:

VILLAGE OF SOMERS

By: George Stoner, President

STATE OF WISCONSIN)
) SS.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2025 the above-named George Stoner, to me known to be the person who executed the foregoing instrument, and acknowledged the same.

Notary Public, State of Wisconsin
My Commission _____

EXHIBIT A

Legal Description

Lot 1 of Certified Survey Map No. 3104, recorded in the Kenosha County Register of Deeds Office on October 29, 2024, as Document No. 1971809, being part of the Southeast $\frac{1}{4}$ and Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and part of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 8, Township 2 North, Range 22 East, Village of Somers, Kenosha County, Wisconsin.

EXHIBIT B

88th Avenue Easement Area Location

20' WIDE UTILITY EASEMENT EXHIBIT

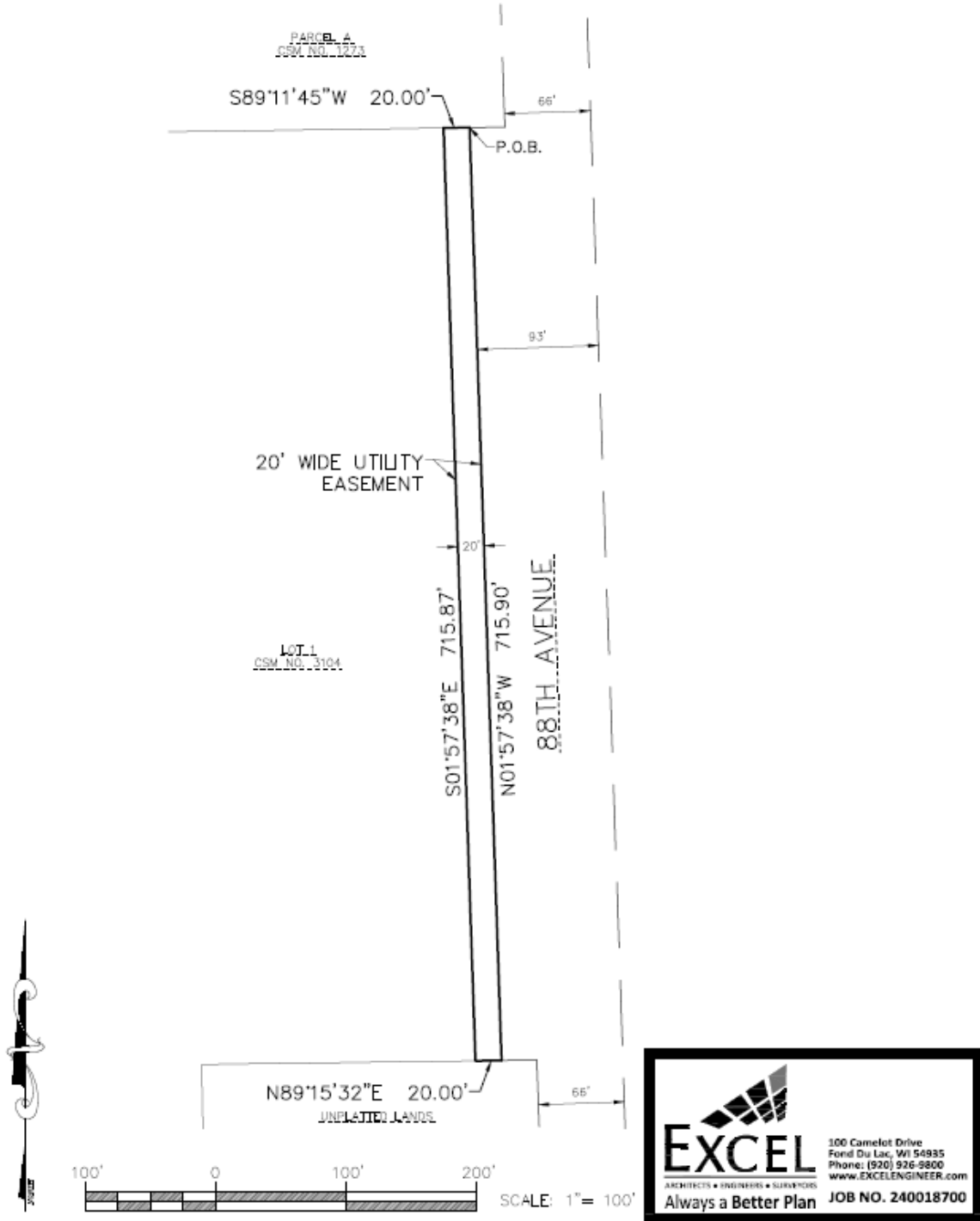
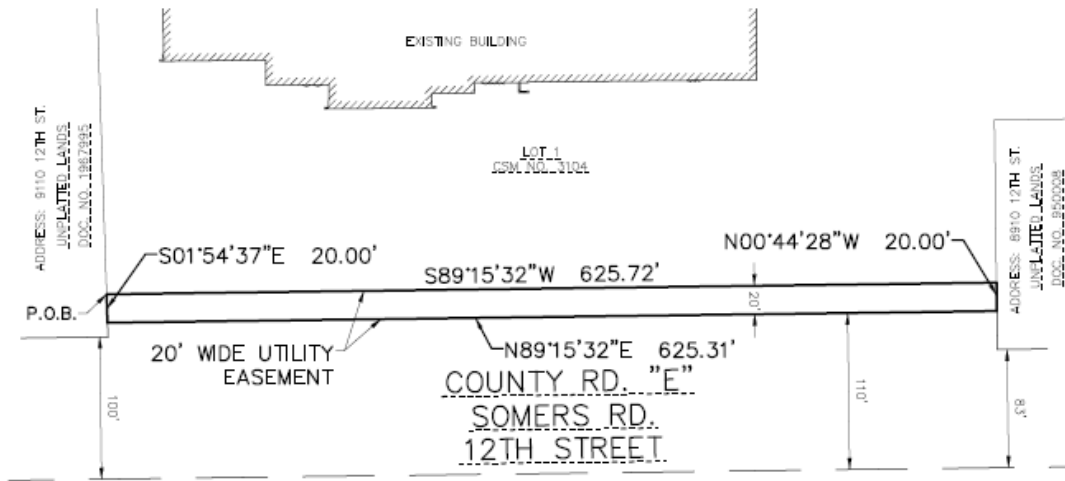


EXHIBIT C-1

12th Street Easement Area Location (Southeast)

20' WIDE UTILITY EASEMENT EXHIBIT



SCALE: 1" = 100'

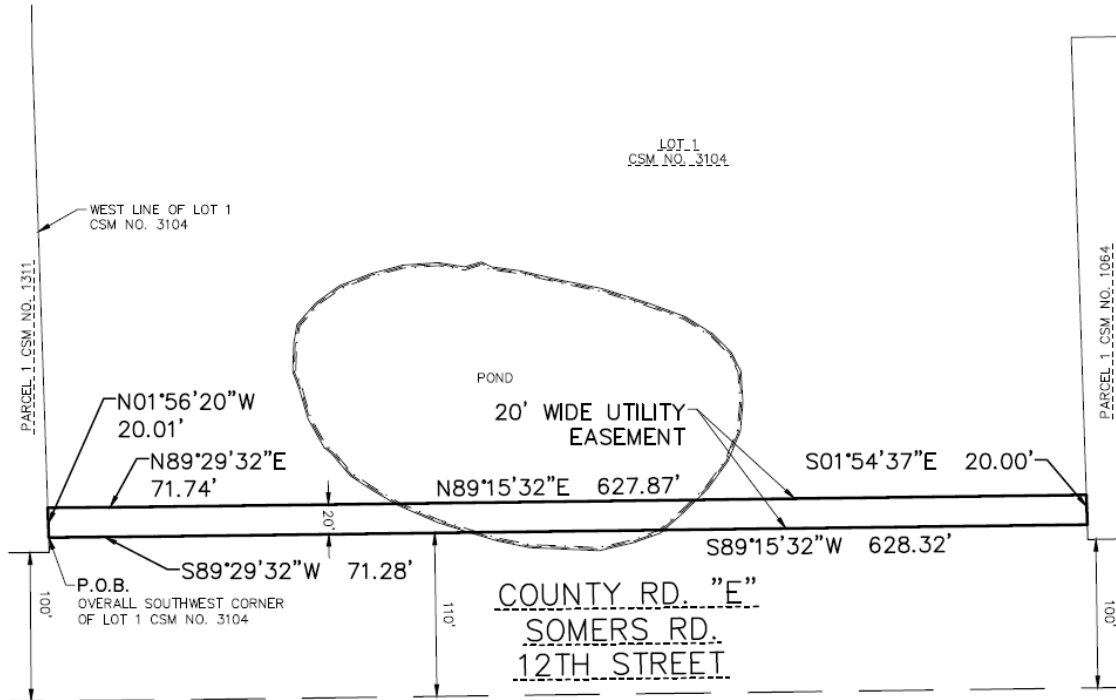
EXCEL
ARCHITECTS • ENGINEERS • SURVEYORS
Always a Better Plan

100 Camelot Drive
Fond Du Lac, WI 54935
Phone: (920) 926-9800
www.EXCELENGINEER.com
JOB NO. 240018700

EXHIBIT C-2

12th Street Easement Area Location (Southwest)

20' WIDE UTILITY EASEMENT EXHIBIT



SCALE: 1" = 100'

EXCEL
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Fond Du Lac, WI 54935
Phone: (920) 926-9800
www.EXCELENGINEER.com
JOB NO. 240018700

EXHIBIT D

Legal Description: 88th Avenue Easement Area

A 20' wide utility easement being the Easterly 20' of Lot 1 of Certified Survey Map No. 3104, recorded in the Kenosha County Register of Deeds Office as Document No. 1971809, being part of the Southeast 1/4 of the Southeast 1/4 of Section 8, Township 2 North, Range 22 East, Village of Somers, Kenosha County, Wisconsin being more particularly described as follows:

Beginning at the Northeast corner of said Lot 1; thence South $89^{\circ}-11'-45''$ West along a Northerly line of said Lot 1, a distance of 20.00 feet; thence South $01^{\circ}-57'-38''$ East, a distance of 715.87 feet to a Southerly line of said Lot 1; thence North $89^{\circ}-15'-32''$ East along said Southerly line, a distance of 20.00 feet to an Easterly line of said Lot 1; thence North $01^{\circ}-57'-38''$ West along said Easterly line, a distance of 715.90 feet to the point of beginning.

EXHIBIT E

Legal Description: 12th Street Easement Area

A 20' wide utility easement being the Southerly 20' of Lot 1 of Certified Survey Map No. 3104, recorded in the Kenosha County Register of Deeds Office as Document No. 1971809, being part of the Southeast 1/4 of the Southeast 1/4 of Section 8, Township 2 North, Range 22 East, Village of Somers, Kenosha County, Wisconsin being more particularly described as follows:

Beginning at the Southwest corner of said Lot 1; thence North 01°-56'-20" West along the West line of said Lot 1, a distance of 20.01 feet; thence North 89°-29'-32" East, a distance of 71.74 feet; thence North 89°-15'-32" East, a distance of 627.87 feet to an Easterly line of said Lot 1; thence South 01°-54'-37" East along said Easterly line, a distance of 20.00 feet to a Southerly line of said Lot 1; thence South 89°-15'-32" West along said Southerly line, a distance of 628.32 feet; thence South 89°-29'-32" West along said Southerly line, a distance of 71.28 feet to the point of beginning.

ALSO

A 20' wide utility easement being the Southerly 20' of Lot 1 of Certified Survey Map No. 3104, recorded in the Kenosha County Register of Deeds Office as Document No. 1971809, being part of the Southeast 1/4 of the Southeast 1/4 of Section 8, Township 2 North, Range 22 East, Village of Somers, Kenosha County, Wisconsin being more particularly described as follows:

Commencing at the Southwest corner of said Lot 1; thence North 89°-29'-32" East along a Southerly line of said Lot 1, a distance of 71.28 feet; thence North 89°-15'-32" East along said Southerly line, a distance of 628.32 feet to an Easterly line of said Lot 1; thence North 01°-54'-37" West along said Easterly line, a distance of 328.00 feet to a Southerly line of said Lot 1; thence North 89°-15'-28" East along said Southerly line, a distance of 822.29 feet to a Westerly line of said Lot 1; thence South 01°-54'-37" East along said Westerly line, a distance of 308.01 feet to the point of beginning; thence continuing South 01°-54'-37" East along said Westerly line, a distance of 20.00 feet to a Southerly line of said Lot 1; thence North 89°-15'-32" East along said Southerly line, a distance of 625.31 feet to an Easterly line of said Lot 1; thence North 00°-44'-28" West along said Easterly line, a distance of 20.00 feet; thence South 89°-15'-32" West, a distance of 625.72 feet to the point of beginning.

PROJECT INFORMATION

PROPOSED BUILDING ADDITION PHASE ONE FOR:
SHORELAND LUTHERAN HIGH SCHOOL
 9026 12TH STREET • KENOSHA, WI 53144

PROFESSIONAL SEAL

SHEET DATES

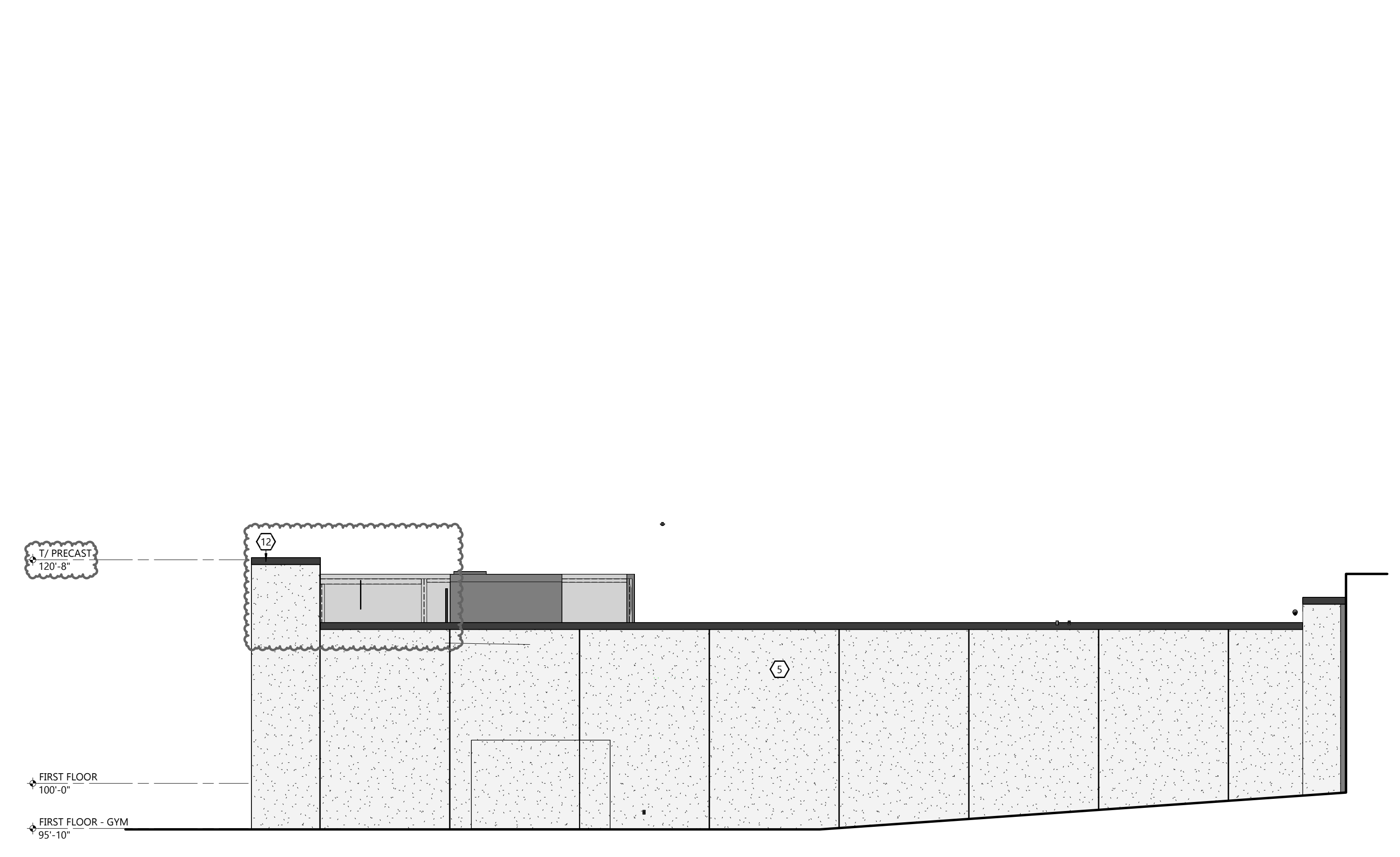
ISSUED FOR CONSTRUCTION
 IFC AUG. 20, 2025
 CB2 OCT. 15, 2025

JOB NUMBER

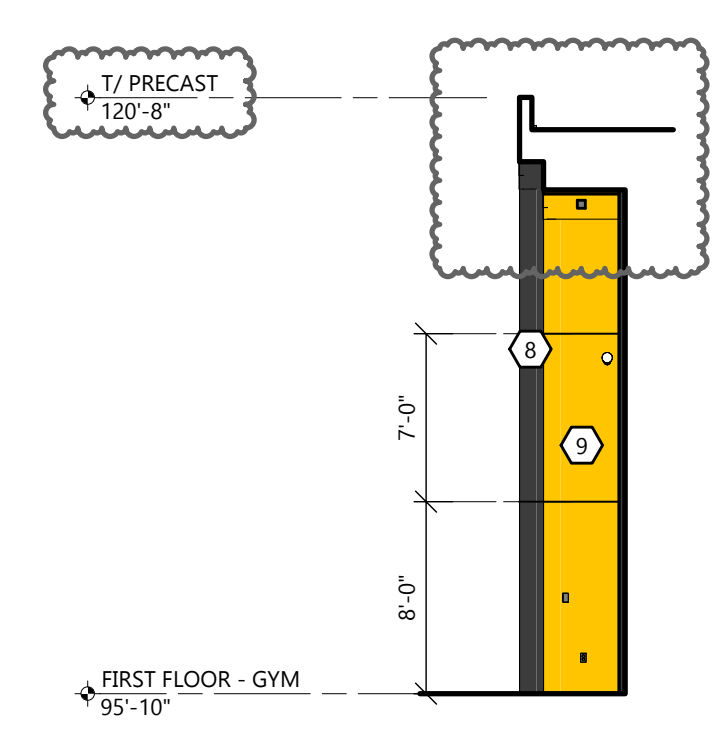
240018700

SHEET NUMBER

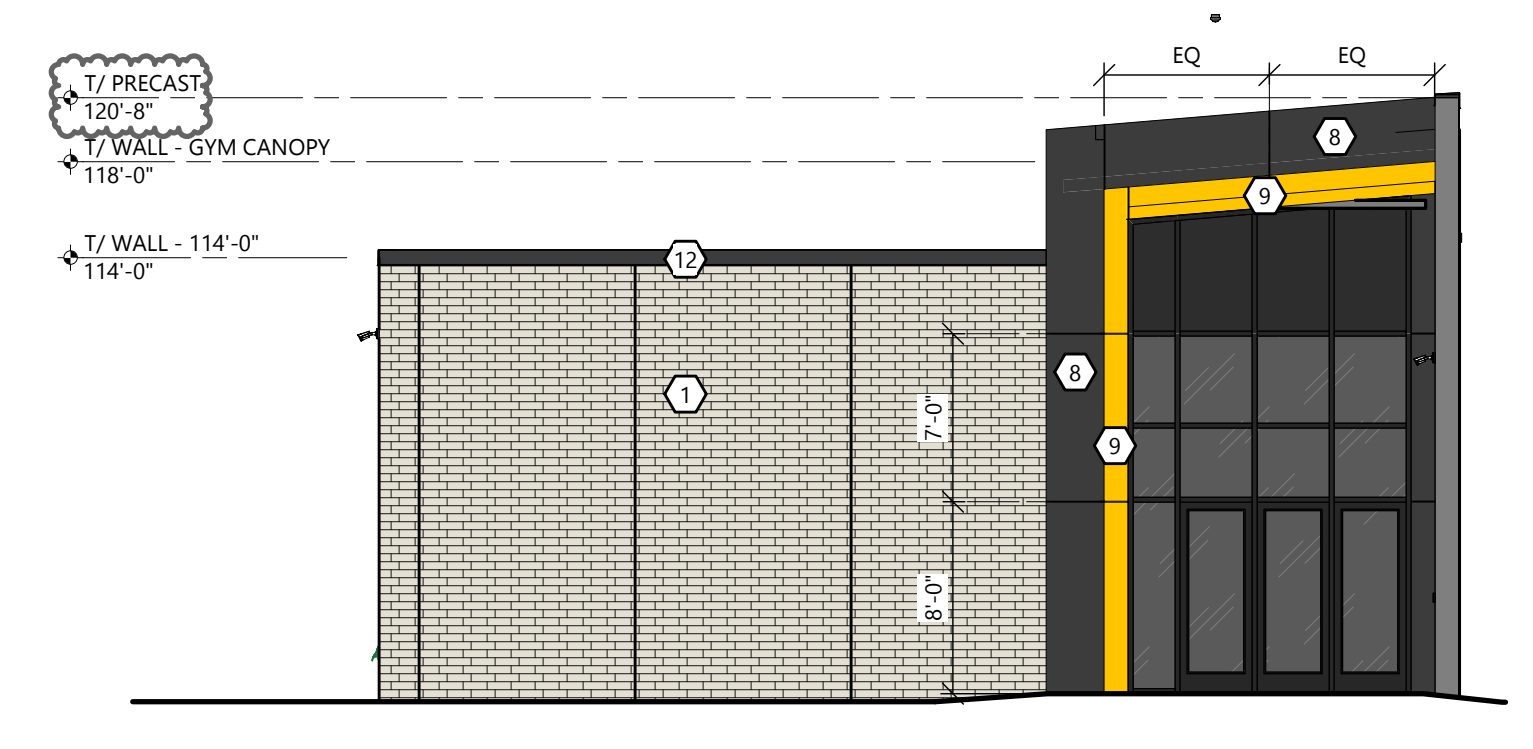
A2.1



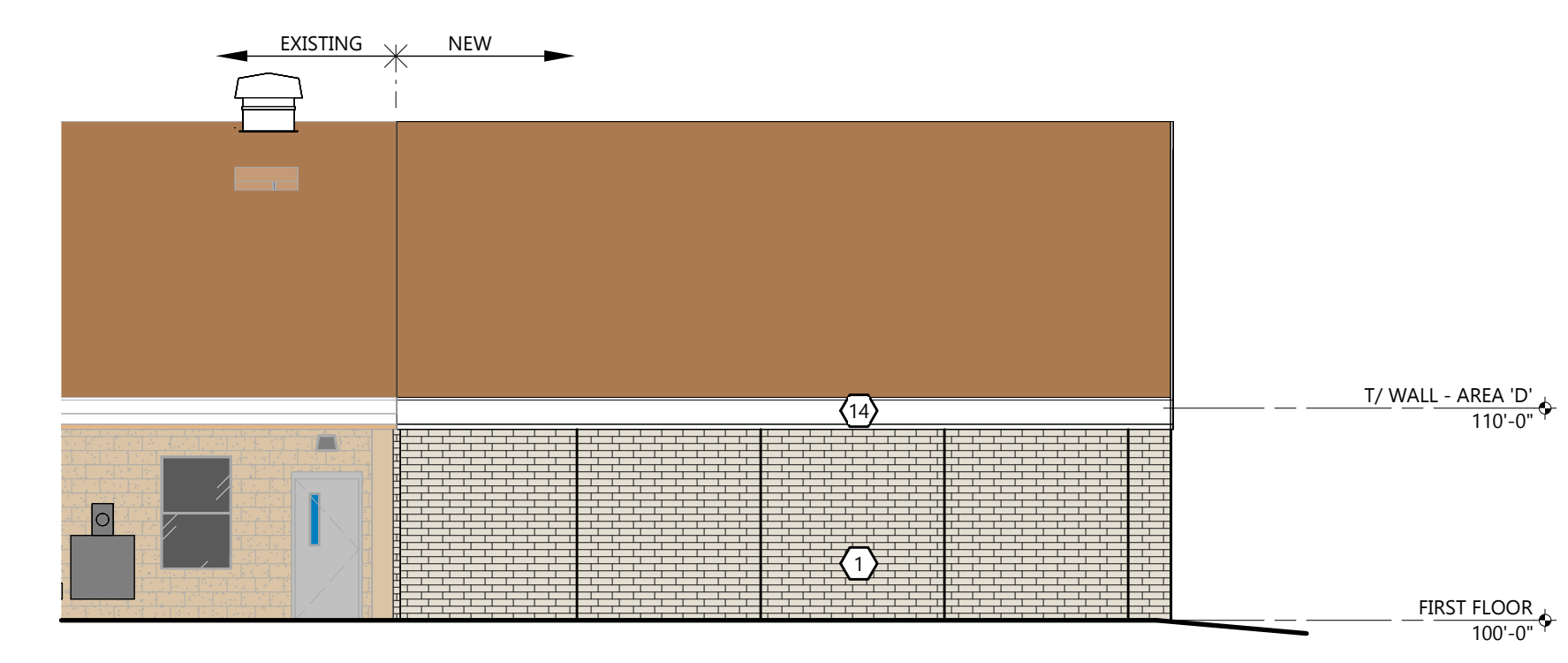
NORTH ELEVATION - CORRIDOR
 SCALE: 1/8" = 1'-0"



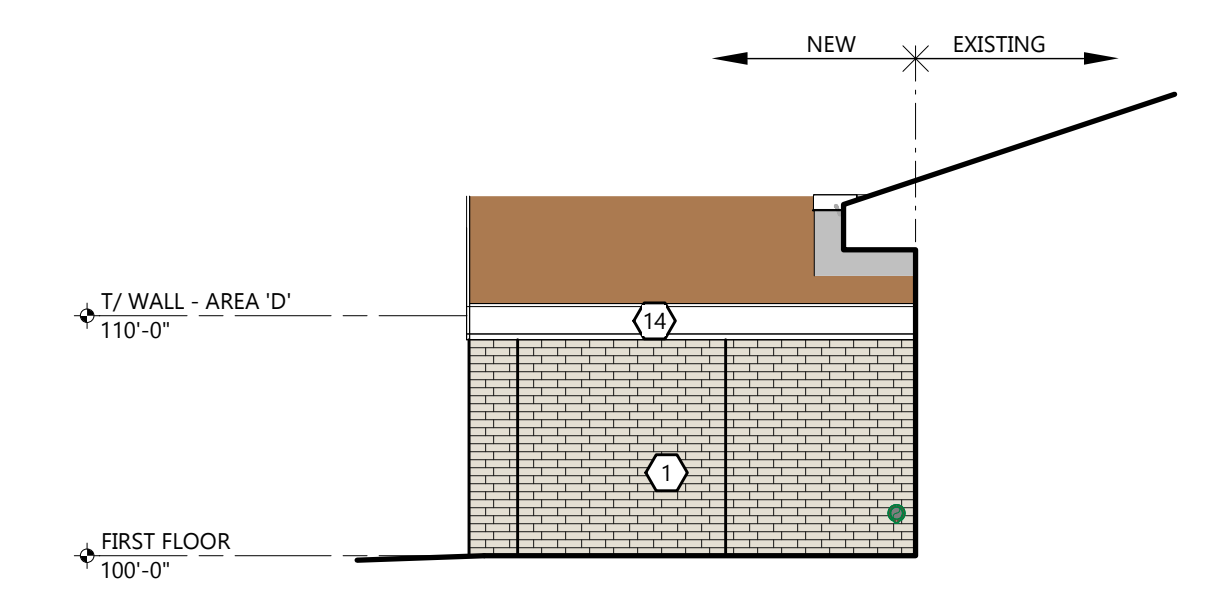
NORTH ELEVATION - GYM ENTRY
 SCALE: 1/8" = 1'-0"



EAST ELEVATION - GYM
 SCALE: 1/8" = 1'-0"



WEST ELEVATION - AREA 'D'
 SCALE: 1/8" = 1'-0"



EAST ELEVATION - AREA 'D'
 SCALE: 1/8" = 1'-0"

GENERAL NOTES

- REFERENCE EXTERIOR ELEVATIONS FOR VENEER CONTROL JOINTS. SEE STRUCTURAL PLANS FOR CMU CONTROL JOINT LOCATIONS. VENEER CONTROL JOINTS AND CMU CONTROL JOINTS ARE NOT REQUIRED TO ALIGN.

STAINED NEW & EXISTING CMU/BRICK

- REGIONS OF EXISTING EXTERIOR CMU OR BRICK VENEER TO BE STAINED.
- ALL EXTERIOR SURFACES TO BE STAINED SHALL BE PRESSURE CLEANED TO REMOVE ALL DIRT, MILDEW, CHALK PAINT, AND ANY FOREIGN MATERIALS DETERRENT TO THE NEW FINISH. THE SURFACE MUST BE DRY AND IN SOUND CONDITION. REMOVE OIL, DUST, DIRT, AND LOOSE RUST, PEELING PAINT AND OTHER CONTAMINATION TO ENSURE GOOD ADHESION. REMOVE MILDEW BEFORE STAINING.
- PROVIDE MOCK UP 64 S.F. SECTION FOR APPROVAL. THE TEXTURE OF THE SUBSTRATE MAY REQUIRE ADDITIONAL COATS FOR EVEN FILM BUILD.

EXTERIOR MATERIAL KEY

	PRECAST WALL PANEL - STAIN MFR: NAWKAW PRODUCT: NAWTONE-K OPAQUE COLOR: (3) COLOR BLEND, COLORS SELECTED BY ARCHITECT		ALUMINUM COMPOSITE MATERIALS MFR: MUZA (COMPOSITE WALL PANEL - RAIN SCREEN SYSTEM) PRODUCT: MZ-2000 (4MM ARCONIC REYNOBOND FR-CORE) PANEL & JOINT COLOR: BLACK
	PRECAST SILL - STAIN MFR: NAWKAW PROFILE: NAWTONE-K OPAQUE COLOR: MATCH EXISTING PRECAST SILL		ALUMINUM COMPOSITE MATERIALS MFR: MUZA (COMPOSITE WALL PANEL - RAIN SCREEN SYSTEM) PRODUCT: MZ-2000 (4MM ARCONIC REYNOBOND FR-CORE) PANEL & JOINT COLOR: YELLOW, PANTONE 7548 C
	PRECAST WALL PANEL - STAIN MFR: NAWKAW PRODUCT: NAWTONE-K OPAQUE COLOR: YELLOW, PANTONE 7548 C		FIBER CEMENT PANELS MFR: NICHHA PRODUCT: ILLUMINATION DESIGN SERIES (AWP 3030) HORIZONTAL COLOR: YELLOW, PANTONE 7548 C
	PRECAST WALL PANEL - STAIN MFR: NAWKAW PRODUCT: NAWTONE-K OPAQUE COLOR: LIGHT GRAY, DARK GRAY, WHITE PATTERN, COLOR BY ARCHITECT		FIBER CEMENT PANELS MFR: NICHHA PRODUCT: ILLUMINATION DESIGN SERIES (AWP 3030) VERTICAL COLOR: LIGHT GRAY, DARK GRAY, WHITE PATTERN, COLOR BY ARCHITECT
	PRECAST WALL PANEL - PAINT MFR: WELLS FINISH: FIELD PAINTED COLOR: SW 7004 SNOWBOUND		METAL COPING / FLASHING MFR: PAC CLAD PROFILE: SEE DETAILS COLOR: BLACK
	EXISTING CMU/BRICK - STAIN MFR: NAWKAW PRODUCT: NAWTONE-K OPAQUE COLOR: (3) COLOR BLEND, COLORS SELECTED BY ARCHITECT		GUTTERS / DOWNSPOUTS MFR: METL-ERA PROFILE: SEE ROOF PLAN COLOR: BLACK
	BRICK VENEER - PAINTED MFR: COUNTY MATERIALS - HERITAGE COLLECTION PRODUCT: UTILITY BRICK 1/3 RUNNING BOND COLOR: STAIN TO MATCH MATERIAL #1 ABOVE		PRE-FINISHED FASCIA MFR: METL-ERA PROFILE: SEE ARCH DETAILS COLOR: WHITE - MATCH EXISTING



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

MEETING DATE: Nov. 25, 2025

TO: Village President Stoner and Village Trustees

PREPARED BY: Kevin Poirier, Assistant Administrator

REVIEWED BY: Jim Hurley, Village Administrator

AGENDA ITEM: #12 Action on proposal for Subsurface Exploration and Geotechnical Engineering Services for the 12-inch water main to cross under the railroad tracks.

BACKGROUND:

On Aug. 12, the Village Board approved hiring Baxter and Woodman to design the water main extension on 12th Street from 100th Avenue to Shoreland High School.

On Oct. 7, the Board approved extending the engineering and design of the Water Main Project along Highway E (12th street) from Shoreland High School to the Post Office. The agreement states that a contractor would be hired for Subsurface Exploration and Geotechnical Engineering Services for the 12-inch water main to cross under the railroad tracks. That cost was additional and estimated to be around \$8,000.

ECS Midwest, LLC submitted a proposal. Staff as requested additional quotes to be presented at the Village Board meeting. Terracon and Giles submitted proposals. As the quotes cover slightly different scopes, a Baxter Woodman engineer will explain them at the meeting.

Baxter Woodman has worked with ECS Midwest, LLC and recommends the contractor for the quality of their work and their cost effectiveness.

Three proposals were received for the project:

- ECS Midwest, LLC \$11,681.00
- Terracon \$19,500.00
- Giles \$27,170.00

Upon completion, the Village will receive an engineering report.

PRIOR ACTION TAKEN:

This item was discussed at the Nov. 18 Village Board Work Session.

FINANCIAL OR BUDGET CONSIDERATION:

This item will be billed the same way as the engineering of the watermain extension from Shoreland to the Post Office. Part of the cost will be borne by the TIFs.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

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

“Motion to approve proposal from _____ for the Subsurface Exploration and Geotechnical Engineering Services for the 12-inch water main to cross under the railroad tracks. And direct Staff to allocate the funds and a 10 percent contingency.”

ATTACHMENTS:

Baxter Woodman 12th Street Water Main Design Contract

ECS Midwest, LLC proposal

Terracon

Giles proposal

VILLAGE OF SOMERS, WISCONSIN
12th STREET WATER MAIN
DESIGN ENGINEERING

Engineer's Project No. 2500618.00

Project Description:

Construct water main on 12th Street east of 100th Avenue in accordance with the Feasibility Study – 12th Street Water Main dated July 8, 2025. The scope will depend on the project segment selected. The base segment is from 100th Avenue to Shoreland High School; the optional segment is from Shoreland High School to the west boundary of the Post Office and includes a water transfer station on Village property. If the optional segment is selected, the project will be bid giving the Village an option to award only the base segment or both segments.

Engineering Services:

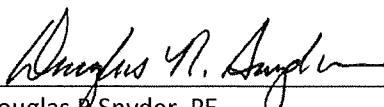
Specific Engineering services are described in the Master Engineering Services Agreement between the Village and Engineers dated January 24, 2017. A detailed scope of services for this Project is listed in Attachment A of this Work Order. Manpower requirements and a fee summary are listed in Attachment B.

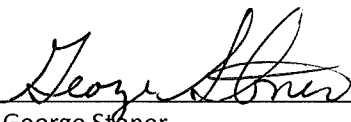
Compensation:

Compensation for the services will be in accordance with the Master Engineering Services Agreement dated January 24, 2017. The Owner shall pay the Engineer for the services performed or furnished under Attachment A, a lump sum amount of **\$84,000** for the base segment and an additional **\$148,000** if the optional segment is selected.

Submitted by: **Baxter & Woodman, Inc.**

Approved by: **Village of Somers, Wisconsin**

By: 
Douglas R. Snyder, PE

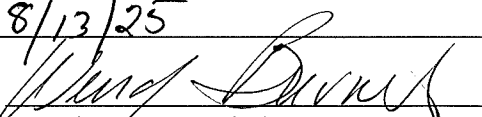
By: 
George Stoner

Title: Vice President

Title: President

Date: July 21, 2025

Date: 8/13/25

Attest: 
Wendy Burnette, Clerk

Additional Comments and Conditions: We will forward a separate work order for construction services and field observation at the time of bidding. The scope of services section outlines additional fees for a geotechnical consultant and for the railroad permit.

Project Description

Construct water main on 12th Street east of 100th Avenue in accordance with the Feasibility Study – 12th Street Water Main dated July 8, 2025. The scope will depend on the project segment selected. The base segment is from 100th Avenue to Shoreland High School; the optional segment is from Shoreland High School to the west boundary of the Post Office and includes a water transfer station on Village property. If the optional segment is selected, the project will be bid giving the Village an option to award only the base segment or both segments.

Scope of Services

The following scope of services details the anticipated tasks necessary to successfully complete this Project.

1. PROJECT MANAGEMENT – Plan, schedule, and control the activities that must be performed to achieve the goals and complete the project. These activities include, but are not limited to, budget, schedule, and scope.
2. MEETINGS WITH STAFF – Attend a kick-off meeting with Owner staff to establish clear lines of communication and discuss the detailed needs, objectives, and goals for the Project. The meeting will also be utilized to obtain information, plans, atlases, and other data to be supplied by the Owner and to discuss the project schedule.
3. TOPOGRAPHIC SURVEY – Perform topographic survey within project limits and at 50-foot intervals along the project route to develop project drawings. The survey data will facilitate the project design, including identification of all related underground utilities and other structures. State plane coordinates and NAVD 29 will be used for horizontal and vertical controls.
4. WETLAND DELINEATION AND REPORT – Wetlands will be identified according to the multiparameter approach as detailed in the Corps of Engineers Wetlands Delineation Manual and Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region. This task includes the collection of background data such as National Wetlands Inventory and Wisconsin Wetlands Inventory maps; soil survey; topographic maps; available aerial photographs; FEMA studies; and any other information that may indicate the potential for the existence of wetlands on-site. Wetland boundaries will be flagged approximately every 50 feet. The approximate location will be recorded in the field with a hand-held GPS unit. The type and quality of the identified wetlands will be determined. The deliverables will include a GIS shapefile of the wetland boundaries and a Wetland Delineation Report.

-
5. UTILITY COORDINATION – Complete a Design Locate with Diggers Hotline. Contact the applicable utility companies to provide notice of the upcoming project. Provide preliminary drawing sheets to utility companies for their reference.
 6. COORDINATE GEOTECHNICAL CONSULTANTS – Coordinate with the geotechnical consultant to make soil borings, collect and analyze soil samples, determine groundwater levels, and prepare a written report for design. This work is required for the railroad permit. The costs for geotechnical consultant work are a separate expense to the Owner and are not included in the Engineer's compensation; we estimate the fee for the geotechnical services to be \$8000.
 7. SITE VISITS – Conduct site visits by designers to verify existing conditions and review the location of proposed improvements.
 8. AGENCY MEETING – Meet with Kenosha County Highway and Canadian Pacific Rail staff to get early feedback on proposed water main locations and construction methods.
 9. PLANS, SPECIFICATIONS, AND OPINION OF PROBABLE COST – Prepare construction contract documents consisting of Drawings and a Project Manual showing the general scope, extent, and character of work to be performed by the Contractor selected by the Village.
 - Infrastructure Design – Provide detailed design of water main improvements, including the location of water valves and vaults, fire hydrants, and water services to avoid conflicts with adjacent utilities, and to comply with Code requirements.
 - Plans - Prepare drawings showing the work to be furnished and performed by the Contractor. Provide detailed drawings showing the proposed water transmission main. Indicate location of all utilities obtained from utility companies. Create legends, general notes, detail drawings, and designer instructions to contractors, to create a final set of construction drawings.
 - Project Manual – Prepare for review and approval by the Village and its legal counsel the forms of Construction Contract Documents consisting of an Advertisement for Bids, Bidder Instructions, Bid Form, Agreement, Performance Bond Form, Payment Bond Form, General Conditions, and Supplementary Conditions based upon documents prepared by the Engineers Joint Contract Document Committee (EJCDC). Prepare one set of technical specifications for infrastructure and pavement improvements in the format of the Construction Specification Institute.
 - Opinion of Probable Cost – Prepare a summary of quantities and an Engineers' Opinion of Probable Cost.

-
- Quality Control Review – Perform an in-house quality control review of the plans, specifications, bidding documents, and Engineers’ Opinion of Probable Cost for the Project.
10. AGENCY PERMITS – Submit the design documents to the WDNR, WPSC, US Army Corps of Engineers, the Kenosha County Highway Department, the Kenosha Water Utility and the Canadian Pacific Rail for permits to construct the project. Prepare a rail settlement plan, if needed. The railroad permit fees and reviews are a separate expense to the Owner; we estimate the fee is \$5000.
 11. SPECIAL ASSESSMENT ASSISTANCE - Assist the Owner with the special assessment of the water main including the preparation of preliminary special assessment report; attendance at two assessment hearings; and assistance with the preparation of resolutions. The preparation of the final assessment report is part of the construction related engineering services.
 12. QC/QA – Perform an in-house peer review and constructability review of the pre-final plans, specifications, and Engineers’ Estimates of Cost for the Project.
 13. ASSIST BIDDING – Establish a bid date with the Owner, create an Advertisement for Bid and provide to official newspaper for publication. Provide documents for bidding and assist the Owner in solicitation of bids from as many qualified bidders as possible. Attend the bid opening and assist in reviewing and checking of bid package submittals as required. Tabulate bids and make a recommendation to the Owner for Award of Contract.

Hours, Budget & Compensation

ATTACHMENT B

Village of Somers					
Project Number: 2500618.00					
12th Street Water Main Extension (100th Ave. to Shoreland) - Base Segment					
	Task	Planned Hrs	Compensation Fee	Reimb Allowance	Total Compensation
Overall Project Total		457.00	83,100.00	900.00	84,000.00
Investigation / Study		266.00	47,100.00	800.00	47,900.00
Topo Survey		81.00	10,300.00	600.00	10,900.00
Shawn Hastings		78.00			
Joe Molidor		3.00			
Project Management		12.00	2,600.00	0.00	2,600.00
Brett Biwer		12.00			
Meetings with Staff		6.00	1,300.00	100.00	1,400.00
Brett Biwer		6.00			
Site Visits		3.00	600.00	100.00	700.00
Joe Marchese		3.00			
Preliminary Plans / Special Assessment		110.00	23,300.00	0.00	23,300.00
Joe Marchese		60.00			
Brett Biwer		50.00			
CADD for Preliminary Design		40.00	6,200.00	0.00	6,200.00
Ursula Botsch		40.00			
Utility Coordination		10.00	2,000.00	0.00	2,000.00
Brett Biwer		2.00			
Joe Marchese		8.00			
Engineers Opinion of Probable Cost		4.00	800.00	0.00	800.00
Joe Marchese		4.00			
Final Design		129.00	23,200.00	0.00	23,200.00
Final Plans		74.00	13,300.00	0.00	13,300.00
Ursula Botsch		40.00			
Joe Marchese		30.00			
Brett Biwer		4.00			
Specifications		43.00	7,300.00	0.00	7,300.00
Julie Crayton		15.00			
Joe Marchese		24.00			
Brett Biwer		4.00			
Engineer's Opinion of Probable Cost		4.00	800.00	0.00	800.00
Joe Marchese		4.00			
Peer and Constructability Reviews		8.00	1,800.00	0.00	1,800.00
Brett Biwer		8.00			
Permitting		14.00	2,900.00	0.00	2,900.00
Kenosha County Highway		4.00	800.00	0.00	800.00
Joe Marchese		4.00			
WDNR		10.00	2,100.00	0.00	2,100.00
Joe Marchese		10.00			

Village of Somers					
Project Number: 2500618.00					
12th Street Water Main Extension (100th Ave. to Shoreland) - Base Segment					
	Task	Planned Hrs	Compensation Fee	Reimb Allowance	Total Compensation
	Project Bidding and Assessments	48.00	9,900.00	100.00	10,000.00
	Assistance to Bidders	4.00	900.00	0.00	900.00
	Brett Biwer	4.00			
	Special Assessment	38.00	8,000.00	50.00	8,050.00
	Brett Biwer	8.00			
	Joe Marchese	30.00			
	Attend Bid Opening	2.00	400.00	50.00	450.00
	Brett Biwer	2.00			
	Tabulate Bids and Letter of Recommendation	4.00	600.00	0.00	600.00
	Julie Crayton	2.00			
	Brett Biwer	2.00			

Hours, Budget & Compensation

ATTACHMENT B

Village of Somers					
Project Number: 2500618.00					
12th Street Water Main Extension (Shoreland to Post Office) - Optional Segment					
	Task	Planned Hrs	Compensation Fee	Reimb Allowance	Total Compensation
Overall Project Total		872.00	147,500.00	500.00	148,000.00
Investigation / Study		482.00	79,700.00	500.00	80,200.00
Topo Survey		89.00	11,600.00	500.00	12,100.00
Shawn Hastings		80.00			
Joe Molidor		9.00			
Preliminary Plans		68.00	14,100.00	0.00	14,100.00
Joe Marchese		60.00			
Brett Biwer		8.00			
Water Transfer Station		260.00	43,200.00	0.00	43,200.00
Joe Marchese		80.00			
Doug Snyder		20.00			
Jordan Sharpe		160.00			
CADD for Preliminary Design		50.00	7,800.00	0.00	7,800.00
Ursula Botsch		50.00			
Utility Coordination		9.00	1,800.00	0.00	1,800.00
Brett Biwer		1.00			
Joe Marchese		8.00			
Engineers Opinion of Probable Cost		6.00	1,200.00	0.00	1,200.00
Brett Biwer		2.00			
Joe Marchese		4.00			
Final Design		304.00	50,100.00	0.00	50,100.00
Final Plans		304.00	50,100.00	0.00	50,100.00
Ursula Botsch		60.00			
Joe Marchese		40.00			
Brett Biwer		4.00			
Jordan Sharpe		160.00			
Mike Gryn		40.00			
Permitting		66.00	13,500.00	0.00	13,500.00
Kenosha County Highway		2.00	400.00	0.00	400.00
Joe Marchese		2.00			
WDNR		20.00	4,100.00	0.00	4,100.00
Joe Marchese		20.00			
Canadian Pacific RR		24.00	4,900.00	0.00	4,900.00
Joe Marchese		24.00			
PSC		20.00	4,100.00	0.00	4,100.00
Joe Marchese		20.00			
Special Assessments		20.00	4,200.00	0.00	4,200.00
Special Assessment		20.00	4,200.00	0.00	4,200.00
Brett Biwer		4.00			
Joe Marchese		16.00			



ECS Midwest, LLC

Proposal for Subsurface Exploration and Geotechnical
Engineering Services

12th Street Water Main RR Crossing

12th Street
Somers, Kenosha County, Wisconsin

ECS Proposal No. 42:4364-GP

November 12, 2025





November 12, 2025

Mr. Brett Biber
Baxter & Woodman Consulting Engineers
256 S Pine Street
Burlington, Wisconsin 53105

ECS Proposal No. 42:4364-GP

Reference: Proposal for Subsurface Exploration and Geotechnical Engineering Services
12th Street Water Main RR Crossing
12th Street
Somers, Kenosha County, Wisconsin

Dear Mr. Biber:

As requested, ECS Midwest, LLC (ECS) is pleased to provide the following **Unit Rate** proposal for subsurface exploration and geotechnical engineering services for the above referenced project. This proposal outlines our understanding of the project, the proposed scope of services, activity schedule, fees, and authorization requirement.

PROJECT BACKGROUND INFORMATION

In preparing this proposal, we have reviewed the Request for Proposal and discussed the overall project with your firm. We have also reviewed the available geologic and geotechnical information in our files in vicinity of the site. The following is a summary of the sources of information used in preparing this proposal:

- Emails between Brett Biber with Baxter & Woodman and Darin Maciolek with ECS on October 6, 2025.
- Telephone conversation between Brett Biber with Baxter & Woodman and Darin Maciolek with ECS on October 6, 2025.
- Aerial photograph showing the site location.
- Geotechnical Protocol for Pipeline and Utility Crossing(s) Under Railway Tracks prepared by Canadian Pacific last updated May 16, 2022.

Existing Site Conditions

The project site is located at 12th Street at the intersection with the Canadian Pacific Railway, just east of 80th Avenue, in Somers, Kenosha County, Wisconsin. The site is currently an asphaltic paved, two-lane roadway with parking lanes. A site-specific topographic survey was not available. The ground surface

elevations at the site, estimated from the topographic information on the Kenosha County GIS website, vary from approximately EL. 703 to EL. 704 feet.

Project Description

We understand the proposed project will include the construction of a new water main crossing underneath the existing Canadian Pacific Railway. It is understood the water main is planned to be 12-inch diameter and will be installed through 24 to 36-inch diameter casing. The cover over the water main is anticipated to be approximately 6 feet.

Please note that a topographic drawing and plan & profile was not available at the time of this proposal. ECS should be provided with topographic drawings and plan & profile prior to initiating our services to review our proposed depth of borings regarding actual cut/fill depths and make changes to our proposed scope and fee as necessary.

SCOPE OF SERVICES

Our integrated services will include drilling borings by drilling crews based on instructions provided by ECS. Our services will also include laboratory testing of representative soil samples, and engineering analyses presented in a site-specific engineering report.

Utility Clearance

Per state law, our drilling subcontractor will contact Diggers Hotline, Inc. the public utility to locate underground utilities at the site. Typically, Diggers Hotline, Inc. will not locate utilities beyond the point of distribution (meters or gauge points) on private property. The risk of hitting utilities that Diggers Hotline, Inc. did not mark can be reduced by engaging a private utility locating service. The risks include hitting gas lines, electrical lines, fiber optic lines, and many other utility service lines. This can result in electrocution, gas leaks or explosions, loss of services to businesses as well as tremendous costs for lost business, interruption of service, and repair along with potential legal liability.

We **have not** included the cost of a private utility line locator in our “Base Services”. If private utilities are present that were not identified by the public system, we can provide a private utility line locator to reduce your liability for a lump sum fee of \$675. Please read the following section on private utility locator services and, if desired, indicate your request for their services on the attached Proposal Acceptance sheet.

Private utility locator services can aid in identifying utilities that incorporate significant iron content in the conduit materials. However, utilities without significant ferrous (iron) content are more difficult to detect. These include most sanitary sewer alignments, copper or PVC water lines, fiber optic lines without tracer ribbons, copper electric lines with no surface exposure, drainage tiles/pipes, irrigation lines, etc.

Using a private utility locator does not guarantee that all utilities will be identified. However, this service lowers the risk and potential liability of the client while also protecting the safety of our field exploration crews.

We will coordinate our exploration locations around marked utilities and utilities pointed out to us by the owner/client. However, we will not be responsible for any utilities not marked or not pointed out to us by the landowner or client.

Site Access

Regarding site access, we have made the following assumptions:

- No work outside of normal working hours will be required.
- Adjacent Landowner notification will be provided by the client. ECS will work with the project team in providing site access diagrams for the drill rig as needed, but actual coordination with landowners to obtain access permission will be provided by the client.
- Parking within the work areas will be blocked off prior to our arrival. ECS cannot be held responsible for damage to, nor the cleanliness of, vehicles not moved from the work area.
- Traffic control consisting of signs and cones will be adequate for drilling in the parking lane outside the railroad right-of-way. Additional fees would apply if a flagging crew is needed.

Field Exploration

ECS proposes to perform the following in general accordance with the local standards and practices listed:

- a. Field locate the test locations by handheld GPS unit. Elevations will be interpolated from the plans provided or referenced from available published topographical information.
- b. Obtain a public utility locate ticket for location of underground lines. See further information in the Utility Clearance section above.
- c. Obtain a County right of way drilling permit.
- d. Provide traffic control.
- e. Mobilize a truck mounted drilling rig to the site.
- f. Perform soil test borings (ASTM 1586/1587 Standard Sampling) at the approximate locations shown on the figure below.



BORING NO.	PROPOSED STRUCTURE	PROPOSED DRILLING	TOTAL LINEAR FEET OF DRILLING
B-01 and B-02	Water Main	2 SPT* Borings to 15 feet deep	30
		Total Drilling Footage	30

*Standard Penetration Test

- g. Measure the depth of groundwater within each exploration location at the time of drilling and/or prior to backfilling.

The explorations will be extended to the depths listed above or to mechanical refusal (shallow rock or other impenetrable obstructions), whichever occurs first. Please note that a minimum charge of 10 feet will apply to each location terminated at a depth less than 10 feet.

Site Departure Conditions

Upon completion of subsurface exploration, we will backfill each of the locations and remove the excess spoils. In pavement areas, we will patch the surface with cold mix asphalt patch or quick setting concrete. Some post drilling settlement of the boreholes should be expected and may require future maintenance to repair any settlement and prevent a hazard. This maintenance is not included in our scope of services or fees. No other restoration will be provided.

Typically, we will not provide site repairs beyond what is outlined above unless specifically contracted. If necessary, additional site repairs can be provided at an additional cost.

Laboratory Testing

Upon completion of field exploration operations, the samples will be returned to our laboratory for further identification, visual classification, and testing. Laboratory testing may include the following:

LABORATORY TEST	QUANTITY
Natural Moisture Content	Cohesive Samples
Calibrated Hand Penetrometer	Cohesive Samples
Atterberg Limits	1

Engineering Report

Upon completion of the field exploration, laboratory testing, and engineering analyses, we will prepare a written engineering report that will include:

- A review of published soils mapping and/or geologic information.
- Observations from our site reconnaissance and personnel on the drill rig, including current site conditions, surface drainage features, and surface topographic conditions, and/or available satellite imagery.
- A description of the field exploration and laboratory tests performed.
- A site location diagram and a field exploration diagram.
- Final logs of the soil borings in accordance with industry standard practices for geotechnical engineering.
- The results of the laboratory tests will be plotted on the final exploration logs and/or included on separate test report pages.
- Discussion of the subsurface materials encountered along with groundwater conditions observed.

- h. Subsurface cross sections/profiles may be included that graphically represent the subsurface conditions.
- i. Geotechnical-related design information for support of the proposed water main, such as depth of water, anticipated excavation difficulties, anticipated depth of adequate bearing material and directional drilling considerations.
- j. Estimate potential settlement and assist the project team with development of a railroad settlement monitoring plan, which would generally include assisting with Items 7.4, 7.5, 7.6, and 9.2 in the Geotechnical Protocol for Pipeline and Utility Crossing(s) Under Railway Tracks.
- k. Assist the project team with Items 11 and 12 in the Geotechnical Protocol for Pipeline and Utility Crossing(s) Under Railway Tracks.
- l. Evaluation of the on-site soil characteristics and a discussion of their suitability for reuse as engineered fill. We will also include compaction recommendations and suitable material guidelines.
- m. Recommendations for additional subsurface exploration, laboratory testing, and/or consultation that may be required to complete the geotechnical assessment and engineering recommendations.

FEE

ECS will provide the services outlined in this proposal (“Base Services”) for units delivered based on rates in the table below.

BASE SERVICES			
COORDINATION	Quantity	Rate Units	Fee
Drilling/Utility Coordination	1	\$200.00 / hour	\$ 200.00
Site Reconnaissance/Boring Layout	2	\$100.00 / hour	\$ 200.00
Coordination Subtotal: \$			400.00
DRILLING	Quantity	Rate Units	Fee
Drill Rig Mobilization	1	\$250.00 / mobilization	\$ 250.00
Drill Rig	1	\$1,320.00 / day	\$ 1,320.00
Boring Abandonment	30	\$2.20 / foot	\$ 66.00
Asphalt Patch Boreholes	2	\$25.00 / each	\$ 50.00
Drilling Permit	1	\$180.00 / cost+	\$ 180.00
55-Gallon Drums for Spoils	1	\$110.00 / each	\$ 110.00
55-Gallon Drum Removal	1	\$275.00 / each	\$ 275.00
Traffic Control (signs and cones)	1	\$150.00 / day	\$ 150.00
Drilling Subtotal: \$			2,401.00
LABORATORY	Quantity	Rate Units	Fee
Visual Classification of Soil (ASTM D2488)	10	\$5.00 / sample	\$ 50.00
Natural Moisture Content (ASTM D2216)	10	\$5.00 / test	\$ 50.00
Atterberg Limits Testing (ASTM D4318)	2	\$150.00 / test	\$ 300.00
Laboratory Subtotal: \$			400.00

ENGINEERING	Quantity	Rate Units	Fee
Geotechnical Report (Item 7.4)	1	\$2,000.00 / report	\$ 2,000.00
Principal Engineer (Item 7.5 assistance)	4	\$205.00 / hour	\$ 820.00
Project Manager (Item 7.5 assistance)	8	\$100.00 / hour	\$ 800.00
Principal Engineer (Item 7.6 assistance)	4	\$205.00 / hour	\$ 820.00
Project Manager (Item 7.6 assistance)	8	\$100.00 / hour	\$ 800.00
Principal Engineer (Item 11 assistance)	4	\$205.00 / hour	\$ 820.00
Principal Engineer (Item 12 assistance)	4	\$205.00 / hour	\$ 820.00
Project Manager (Item 12 assistance)	16	\$100.00 / hour	\$ 1,600.00
Engineering Subtotal:			\$ 8,480.00
ESTIMATED TOTAL FEES:			\$ 11,681.00

Our fee assumes that the site is accessible based upon our assumptions detailed in this proposal. If additional services/fees are requested or required based on differing site conditions, unreported contaminated materials, access issues (i.e., snow cover, heavily wooded, soft subgrades, etc.) or difficult drilling conditions (i.e., SPT blow counts greater than 50 blows/foot or fill materials containing debris, etc.) we will contact your office (or assigned representative) for verbal and written authorization to proceed with the additional services.

SCHEDULE

Our ability to access the site and perform the field exploration may be impacted by precipitation, excessive temperatures, or other atmospheric conditions, as well as site access, utility clearance, and exploration crew availability at the time of notice to proceed. Field exploration will be performed during normal business hours Monday through Friday. If work needs to be performed at night or on weekends, there will be an additional fee.

We have assumed that the client will assist in accessing the site (with the current site owners/occupants). We anticipate the following project schedule:

TASK	APPROXIMATE SCHEDULE
Mobilization	4 weeks
Field Exploration	1 day
Laboratory Testing	4 days
Engineering Report	1 week
Total	5 weeks

CLOSING

Our "Terms and Conditions of Service," are an integral part of our proposal. If other services are required because of unexpected field conditions, or because of a request for additional services, they will be invoiced in accordance with our current Fee Schedule. Before modifying or expanding the extent of our exploration program, we will contact you for your review and authorization.

Our insurance carrier requires that we receive written authorization prior to initiation of work and a signed contract prior to the release of any work product. This letter is the agreement for our services. If notice to proceed is provided verbally, through email, or by other means, the Client is bound by the terms and conditions attached to this proposal.

Your acceptance of this proposal may be indicated by signing and returning a copy of this proposal to us. We are pleased to have this opportunity to offer our services and look forward to working with you on the project.

Respectfully submitted,

ECS MIDWEST, LLC



Lauren McGovern
Geotechnical Staff Project Manager I
lmcgovern@ecslimited.com



Darin Maciolek, P.E.
Geotechnical Department Manager
dmaciolek@ecslimited.com

Enclosures: Proposal Acceptance Sheet
Terms and Conditions of Service
Important Information about This Geotechnical Engineering Proposal

PROPOSAL ACCEPTANCE

Proposal No.: 42:4364-GP
 Scope of Work: Subsurface Exploration and Geotechnical Engineering Services
 Project: 12th Street Water Main RR Crossing
 Location: 12th Street, Somers, Kenosha County, Wisconsin
 Base Services: \$11,681

Client Signature: _____ Date: _____
 Printed Name: _____ Title: _____

Optional Services

Private Utility Locator (\$675):	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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Please complete this page and return one copy of this proposal to ECS to indicate acceptance of this proposal and to initiate work on the above-referenced project. The Client’s signature above also indicates that he/she has read or has had the opportunity to read the accompanying Terms and Conditions of Service and agrees to be bound by such Terms and Conditions of Service.

BILLING INFORMATION
 (please print or type)

Invoice Delivery Preference: Electronic (email) Hardcopy (USPS)

	<u>Invoice Addressee</u>	<u>Report Addressee</u>
Contact Name:	_____	_____
Company:	_____	_____
Title:	_____	_____
Email:	_____	_____
Mailing Address	_____	_____
City, State, Zip:	_____	_____
Telephone No.:	_____	_____

Client Project/Account Number: _____

Special Conditions for Invoice: _____

ECS offers a full array of services to assist you with *all* phases of your project, including but not limited to:

- Phase I, II and III Environmental Site Assessments	- Third Party Mechanical, Electrical, Plumbing Inspections Services	- Building Envelope, Roofing, and Waterproofing Consultation
- Wetlands Delineations	- Construction Materials Testing and Special Inspections	- Specialty Materials and Forensics Testing
- Asbestos/Lead Paint Services	- LEED® Consulting Services	- Monitoring Services
- Indoor Air Quality/Mold Services	- Geo-Structural Design	- Pre- and Post-Construction Condition Assessments
- Natural Resources		
- Groundwater Remediation		



ECS Midwest, LLC TERMS AND CONDITIONS OF SERVICE

The professional services ("Services") to be provided by ECS Midwest, LLC ("ECS") pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing shall form the Agreement between ECS and Client.

1.0 INDEPENDENT CONSULTANT STATUS - ECS shall serve as an independent professional consultant to CLIENT for Service on the Project, identified above, and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants

2.0 SCOPE OF SERVICES - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

3.0 STANDARD OF CARE

3.1 In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms and Conditions of Service or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guaranty of any nature whatsoever.

3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable Laws or Regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

4.0 CLIENT DISCLOSURES

4.1 Where the Scope of Services requires ECS to penetrate a Site surface, CLIENT shall furnish and/or shall direct CLIENT'S consultant(s) or agent(s) to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees to reflect the additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

5.0 INFORMATION PROVIDED BY OTHERS - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT'S agents, contractors, or consultants, including such information that becomes incorporated into ECS documents.

6.0 CONCEALED RISKS - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readably apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. Client agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' Additional Services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the Site for the performance of Services. CLIENT hereby grants ECS and its subcontractors and/or agents, the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

7.3 ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause minor, but common, damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

8.0 UNDERGROUND UTILITIES

8.1 ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' subcontractor's request for utility marking services made in accordance with local industry standards.

9.0 SAMPLES

9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing process by-products in accordance with applicable laws and regulations.

10.0 ENVIRONMENTAL RISKS

10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.

10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.

10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

10.4 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this AGREEMENT to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

11.0 OWNERSHIP OF DOCUMENTS

- 11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with the Project for which the Documents of Service are provided until the completion of the Project.
- 11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT, its licensed consultants and its contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.
- 11.3 CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose without ECS' prior written consent. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or to ECS' subcontractor(s). CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.
- 11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

12.0 SAFETY

- 12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its contractors, consultants or other parties from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.
- 12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, trenching, shoring, drilling, backfilling, blasting, or other construction activities.

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

- 13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.
- 13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.
- 13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any contractor or consultant or any of their subcontractors or subconsultants.
- 13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete Work being installed by CLIENT'S contractor(s). If CLIENT elects to retain ECS on a part time basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risks that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing. Unless the CLIENT can show that the error or omission is contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part time basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from Work that was monitored or tested by ECS on a part time basis.

14.0 CERTIFICATIONS - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

15.0 BILLINGS AND PAYMENTS

- 15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the Professional Fees section of the Proposal. Any Estimate of Professional Fees stated in these Terms shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.
- 15.2 CLIENT agrees that all Professional Fees and other unit rates shall be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.
- 15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the Scope of Services, Professional Fees, and time schedule.
- 15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the Professional Fees. Invoices are due and payable upon receipt.
- 15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice. CLIENT agrees to pay the undisputed amount of such invoice promptly.
- 15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.
- 15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT'S client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.
- 15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.

16.0 DEFECTS IN SERVICE

- 16.1 CLIENT, its personnel, its consultants, and its contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to CLIENT-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT'S personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.
- 16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.

17.0 INSURANCE - ECS represents that it and its subcontractors and subconsultants maintain Workers Compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

18.0 LIMITATION OF LIABILITY

18.1 CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.

- 18.1.1 If the proposed fees are \$10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed \$20,000, or the total fee received for the services rendered, whichever is greater.
- 18.1.2 If the proposed fees are in excess of \$10,000, ECS' total aggregate liability to CLIENT shall not exceed \$50,000, or two (2) times the total fee for the services rendered, whichever is greater.
- 18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.
- 18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this agreement or the services provided as a result of the Proposal be limited to \$500,000.

19.0 INDEMNIFICATION

19.1 Subject Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.) ECS does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, or any other statute.

19.2 To the fullest extent permitted by Law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ["Damages"] caused in whole or in part by the negligent acts, errors, or omissions of the CLIENT or CLIENT'S employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.

19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. **IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.**

19.4 **IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.**

19.5 **IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.**

20.0 CONSEQUENTIAL DAMAGES

20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.

20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.

21.0 SOURCES OF RECOVERY

21.1 All claims for damages related to the Services provided under this agreement shall be made against the ECS Entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS, specifically including its professional engineers and geologists.

21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.

22.0 **THIRD PARTY CLAIMS EXCLUSION** - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the AGREEMENT. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.

23.0 DISPUTE RESOLUTION

23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.

23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.

23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.

24.0 CURING A BREACH

24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.

24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.

25.0 TERMINATION

25.1 CLIENT or ECS may terminate this agreement for breach or these terms, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.

25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.

26.0 **TIME BAR TO LEGAL ACTION** - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.

27.0 **ASSIGNMENT** - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.

28.0 **SEVERABILITY** - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.

29.0 **SURVIVAL** - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the agreement.

30.0 TITLES; ENTIRE AGREEMENT

30.1 The titles used herein are for general reference only and are not part of the Terms and Conditions.

30.2 These Terms and Conditions of Service together with the Proposal, including all exhibits, appendixes, and other documents appended to it, constitute the entire agreement between CLIENT and ECS. CLIENT acknowledges that all prior understandings and negotiations are superseded by this agreement.

30.3 CLIENT and ECS agree that subsequent modifications to the agreement represented by these shall not be binding unless made in writing and signed by authorized representatives of both parties.

30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.

30.5 CLIENT'S execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT's acceptance of this Proposal and its agreement to be fully bound the foregoing Terms. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT

Important Information about This

Geotechnical Engineering Proposal

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Participate in Development of the Subsurface Exploration Plan

Geotechnical engineering begins with the creation of an effective subsurface exploration plan. This proposal starts the process by presenting an initial plan. While that plan may consider the unique physical attributes of the site and the improvements you have in mind, it probably does not consider your unique goals, objectives, and risk management preferences. Subsurface exploration plans that are finalized without considering such factors presuppose that clients' needs are unimportant, or that all clients have the same needs. *Avoid the problems that can stem from such assumptions* by finalizing the plan and other scope elements directly with the geotechnical engineer you feel is best qualified for the project, along with the other project professionals whose plans are affected by the geotechnical engineer's findings and recommendations. If you have been told that this step is unnecessary; that client preferences do not influence the scope of geotechnical engineering service or that someone else can articulate your needs as well as you, you have been told wrong. No one else can discuss your geotechnical options better than an experienced geotechnical engineer, and no one else can provide the input you can. Thus, while you certainly are at liberty to accept a proposed scope "as is," recognize that it could be a unilateral scope developed without direct client/engineer discussion; that authorizing a unilateral scope will force the geotechnical engineer to accept all assumptions it contains; that assumptions create risk. *Manage your risk. Get involved.*

Expect the Unexpected

The nature of geotechnical engineering is such that planning needs to *anticipate the unexpected*. During the design phase of a project, more or deeper borings may be required, additional tests may become necessary, or someone associated with your organization may request a service that was not included in the final scope. During the construction phase, additional services may be needed to respond quickly to unanticipated conditions. In the past, geotechnical engineers commonly did whatever was required to oblige their clients' representatives and safeguard their clients' interests, taking it on faith that their clients wanted them to do so. But some, evidently, did not, and refused to pay for legitimate extras on the ground that the engineer proceeded without proper authorization, or failed to submit notice in a timely manner, or failed to provide proper documentation. *What are your preferences? Who is permitted to authorize additional geotechnical services on your project? What type of documentation do you require? To whom should it be sent? When? How?* By addressing these and similar issues sooner rather than later, you and your geotechnical engineer will be prepared for the unexpected, to help prevent molehills from growing into mountains.

Have Realistic Expectations; Apply Appropriate Preventives

The recommendations included in a geotechnical engineering report are *not final*, because they are based on opinions that can be verified only during construction. For that reason, most geotechnical engineering proposals offer the construction observation services that permit the geotechnical engineer of record to confirm that subsurface conditions are what they were expected to be, or to modify recommendations when actual conditions were not anticipated. *An offer to provide construction observation*

is an offer to better manage your risk. Clients who do not take advantage of such an offer; clients who retain a second firm to observe construction, can create a high-risk “Catch-22” situation for themselves. *The geotechnical engineer of record cannot assume responsibility or liability for a report’s recommendations when another firm performs the services needed to evaluate the recommendations’ adequacy.* The second firm is also likely to disavow liability for the recommendations, because of the substantial and possibly uninsurable risk of assuming responsibility for services it did not perform. Recognize, too, that no firm other than the geotechnical engineer of record can possibly have as intimate an understanding of your project’s geotechnical issues. As such, reliance on a second firm to perform construction observation can elevate risk still more, because its personnel may not have the wherewithal to recognize subtle, but sometimes critically important unanticipated conditions, or to respond to them in a manner consistent with your goals, objectives, and risk management preferences.

Realize That Geoenvironmental Issues Have Not Been Covered

The equipment, techniques, and personnel used to perform a geoenvironmental study differ significantly from those used to perform a geotechnical study. *Geoenvironmental services are not being offered in this proposal. The report that results will not relate any geoenvironmental findings, conclusions, or recommendations.* Unanticipated environmental problems have led to numerous project failures. If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the express purpose of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may be addressed as part of the geotechnical engineering study described in this proposal, the geotechnical engineer who would lead this project ***is not*** a mold prevention consultant; ***none of the services being offered have been designed or proposed for the purpose of mold prevention.***

Have the Geotechnical Engineer Work with Other Design Professionals and Constructors

Other design team members’ misinterpretation of a geotechnical engineering report has resulted in costly problems. Manage that risk by having your geotechnical engineer confer with appropriate members of the design team before finalizing the scope of geotechnical service (as suggested above), and, again, after submitting the report. *Also retain your geotechnical engineer to review pertinent elements of the design team members’ plans and specifications.*

Reduce the risk of unanticipated conditions claims that can occur when constructors misinterpret or misunderstand the purposes of a geotechnical engineering report. Use appropriate language in your contract documents. Retain your geotechnical engineer to participate in prebid and preconstruction conferences, and to perform construction observation.

Read Responsibility Provisions Closely

Clients, design professionals, and constructors who do not recognize that geotechnical engineering is far less exact than other engineering disciplines can develop unrealistic expectations. Unrealistic expectations can lead to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their proposals. Sometimes labeled “limitations,” many of these provisions indicate where geotechnical engineers’ responsibilities begin and end, to help others recognize their own responsibilities and risks, thus to encourage more effective scopes of service. *Read this proposal’s provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Rely on Your Geotechnical Engineer for Additional Assistance

Membership in the Geoprofessional Business Association (GBA) exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit to everyone involved with a construction project. Confer with a GBA-member geotechnical engineer for more information. Confirm a firm’s membership in GBA by contacting GBA directly or at its website.



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Telephone: 301/565-2733 Facsimile: 301/589-2017
e-mail: info@geoprofessional.org www.geoprofessional.org

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November 21, 2025

Baxter & Woodman, Inc.
500 E. Main Street, Suite 101
Waterford, WI 53185

Attn: Mr. Joseph W. Marchese, P.E.
P: (815) 444-3363
E: jmarchese@baxterwoodman.com

RE: Proposal for Geotechnical Engineering Services
Water Main Extension CP Crossing
CTH E (12th Street), Just East of 80th Avenue
Somers, Wisconsin
Terracon Proposal No. P58255352

Dear Mr. Marchese:

We appreciate the opportunity to submit this proposal to Baxter & Woodman, Inc. to provide Geotechnical Engineering services for the referenced project. The following are exhibits to the attached Task Order.

- | | |
|-----------|-----------------------------------|
| Exhibit A | Project Understanding |
| Exhibit B | Scope of Services |
| Exhibit C | Compensation and Project Schedule |
| Exhibit D | Site Location |
| Exhibit E | Anticipated Exploration Plans |

Exhibit C includes details of our fees and consideration of additional services as well as a general breakdown of our anticipated schedule. Terracon has an MSA with Baxter and Woodman. We have included a task order that references the MSA. Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Task Order to our office. Proposed fees noted in this proposal are effective for 90 days from the date of the proposal.

Sincerely,
Terracon Consultants, Inc.

Paul J. Koszarek, P.E., C.S.T.
Senior Principal

Jeremy Thomas, P.E.
Senior Engineer

SME Review by Jason P. Heinz, P.E.

MASTER SERVICES AGREEMENT**TASK ORDER**

This **TASK ORDER** is issued under the **MASTER SERVICES AGREEMENT** dated 01/04/2022 between Baxter & Woodman Inc ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Village of Somers Water Main Crossing project ("Project"), as described in the Project Information section of the Consultant's Task Order Proposal dated 11/21/2025 ("Task Order Proposal") unless the Project is otherwise described below or in Exhibit A to this Task Order (which section or Exhibit are incorporated into this Task Order). This Task Order is incorporated into and part of the Master Services Agreement.

1. Project Information

Per Terracon Proposal P58255352 dated November 21, 2025

2. Scope of Services The scope of Services to be provided under this Task Order are described in the Scope of Services section of the Consultant's Task Order Proposal, unless Services are otherwise described below or in Exhibit B to this Task Order.

Per Terracon Proposal P58255352 dated November 21, 2025

3. Compensation Client shall pay compensation for the Services performed at the fees stated in the Task Order Proposal unless fees are otherwise stated below or in Exhibit C to this Task Order.

Per Terracon Proposal P58255352 dated November 21, 2025

All terms and conditions of the **Master Services Agreement** shall continue in full force and effect. This Task Order is accepted and Consultant is authorized to proceed.

Consultant: **Terracon Consultants, Inc.**
By:  Date: **11/21/2025**
Name/Title: **Paul J Koszarek / Department Manager**
Address: **4900 S Pennsylvania Ave, Ste 100
Cudahy, WI 53110-1347**
Phone: **(414) 423-0255** Fax: _____
Email: **Paul.Koszarek@terracon.com**

Client: **Baxter & Woodman Inc**
By: _____ Date: _____
Name/Title: **Joseph Marchese / Water-Wastewater
Engineer**
Address: **500 E Main St
Waterford, WI 53185**
Phone: **(815) 444-3363** Fax: _____
Email: **jmarchese@baxterwoodman.com**

Exhibit A – Project Understanding

Our Scope of Services is based on our understanding of the project as described by Baxter and Woodman and the expected site conditions as described below. We have not visited the project site to confirm the information provided. We request Baxter and Woodman and/or the design team verify all information prior to our initiation of field exploration activities.

Planned Construction

Item	Description
Information Provided	<p>An email request for proposal was provided by Baxter & Woodman dated November 17, 2025. The request included the project extents, a description of the proposed project, and the requested number and depth of borings. An email on November 20th provided the depth and size of the planned watermain and casing pipe as well as the anticipated method of installation.</p>
Project Description	<p>It is understood that the project is planned to include the installation of a new water main that will cross existing Canadian Pacific Kansas City Railway (CPKC) right-of-way.</p> <p>The water main will be 12-inch diameter PVC pipe. It is planned that a 24-inch diameter permanent steel casing for the water main will be installed using jack and bore techniques. The steel casing is expected to be approximately 100 feet in length and extend through the entirety of the CPKC right-of-way. The crown of the casing pipe will be approximately 8.25 feet below the bottom of the rails.</p> <p>The launching and receiving pits areas have not been identified but are anticipated to be outside of the railroad right-of-way. It is anticipated that the bottom of the pits will be 10 to 12 feet below existing grades.</p>

Site Location and Anticipated Conditions

Item	Description
Project Site Locations	The project is located along CTH E (12th Street), Just East of 80th Avenue in Somers, Wisconsin. Latitude/Longitude: 42.6401, -87.9053 See Exhibit D.
Existing Improvements	CTH E is a 2-lane rural road with a speed limit of 35 mph. Railroad signals and gates are present at the railroad crossing. Overhead utilities and a gas line are also present near the project site.
Current Ground Cover	Asphalt
Site Access	We expect the site and exploration locations are accessible with our truck or track-mounted drilling equipment and support vehicles. The soil borings are planned to be performed outside of the railroad right-of-way.

Exhibit B - Scope of Services-Pre Construction

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

Boring locations are shown on Exhibit E and the proposed boring depths in the following table.

Number of Borings	Planned Boring Depth (feet) ¹	Planned Location ²
-------------------	------------------------------------------	-------------------------------

2 30 East and West of the Rail Crossing

1. Although not anticipated based on the geology in the vicinity of the project site, borings would be terminated at shallower depths if refusal is encountered.
2. The planned boring locations are shown on the **Anticipated Exploration Plan – Exhibit E**.

Boring Layout and Elevations: Terracon will field locate the borings to drill but it is our understanding the Baxter and Woodman will follow with survey of the borings to provide us with coordinates and surface elevations.

Subsurface Exploration Procedures: We will advance borings with a truck or track-mounted drill rig using hollow stem augers. Borings will be sampled at 2.5-foot intervals to a depth of 20 feet and at intervals of 5 feet thereafter. Soil sampling is typically performed using thin-wall tube and/or split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT). The samples will be containerized and transported to our soil laboratory. In addition, we will observe and record groundwater levels during drilling and sampling and upon completion of drilling.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials observed during drilling and our interpretation of subsurface conditions between samples.

Property Disturbance: Terracon will take reasonable efforts to reduce damage to the property. However, it should be understood that in the normal course of our work some disturbance could occur including rutting of the ground surface and damage to landscaping.

We will backfill our boreholes with auger cuttings and bentonite chips upon completion. Pavements will be patched with site-mixed commercially-available, high early strength

concrete or pre-mixed commercially available cold patch asphalt. Our services do not include repair of the site beyond backfilling our boreholes and patching existing pavements. Excess auger cuttings will be dispersed in the nearest off pavement area, if applicable. Because backfill material often settles below the surface after a period, we recommend boreholes to be periodically checked and backfilled, if necessary. We can provide this service or grout the boreholes for additional fees at your request.

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials observed while drilling will be noted on our logs.

We anticipate that work within the roadways will require traffic control. The traffic control will consist of a lane closure using a flagging crew. We have assumed no flag protection or coordination with CPKC will be required for the completion of our field work.

Exploration efforts require borings into the subsurface, therefore Terracon will comply with local regulations to request a utility location service through the Wisconsin DIGGER'S Hotline system. We will consult with the landowner/client regarding potential utilities or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods as the safety of our field crew is a priority.

Due to the borings being completed within the road right of way, we have assumed that private utility lines are not present. If private lines are known by the client to be present within the roadway, then Terracon must be notified so that these lines can be marked for an additional cost. Terracon will not be responsible for damage to private utilities that are not made aware to us. Terracon has not included private utility marking in our scope or fees.

Site Access: Terracon must be granted access to the site by the property owner. Without information to the contrary, we consider acceptance of this proposal as authorization to access the property for conducting field exploration in accordance with the Scope of Services. Terracon will administer a right of way permit for work on CTH E; however, it is assumed that the fees will be waived. We have assumed no permitting or coordination with CPKC will be required for the completion of our field work.

Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil strata. Exact types and number of tests cannot be defined until completion of fieldwork, but we anticipate the following laboratory testing may be performed:

- Water content (all samples)
- Hand penetrometer (clay samples only)
- Unconfined compressive strength (up to 4)
- Atterberg Limits (up to 2)

Our laboratory testing program will include examination of soil samples by an engineer or geologist. Based on the results of our field and laboratory programs, we will describe and classify soil samples in general accordance with the Unified Soil Classification System (USCS).

Engineering and Project Delivery

The results of our field and laboratory programs will be evaluated, and a geotechnical engineering report will be prepared under the supervision of a licensed professional engineer. The geotechnical engineering report will provide the following:

- Stratified boring logs with field and laboratory data
- Groundwater levels observed during and after the completion of drilling
- Site Location and Exploration Plan
- Subsurface exploration procedures
- General project and site descriptions
- Summaries of subsurface soil and groundwater conditions encountered
- General earthwork recommendations for backfilling of bore pits
- Geotechnical discussion regarding the feasibility of the jack and bore installations
- Geotechnical parameters for the applicable layers, including:
 - Unit Weight
 - Angle of internal friction or cohesion
 - Rankine at-rest earth pressure coefficient
- General design and construction considerations for the jack and bore installations
- General dewatering considerations
- Estimated ground surface settlement considering an overcut dimension
- Recommended settlement monitoring program
- Settlement point layout
- Discussion of potential mitigative methods to address excessive settlement

- Geotechnical discussion regarding pre-construction surveys and construction monitoring

In addition to an emailed report, your project will also be delivered using our online **Compass** portal. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. We welcome the opportunity to have project kickoff conversations with the team to discuss key elements of the project and demonstrate features of the portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule, and anticipated exploration plan
- Site Characterization – Findings of the site exploration and laboratory results
- Geotechnical Engineering Report

When services are complete, we will upload a printable version of our Geotechnical Engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration, and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

Additional Services

In addition to the services noted above, the following are often associated with geotechnical engineering services. Fees for services noted above do not include the following:

Review of Plans and Specifications: Our geotechnical report and associated verbal and written communications will be used by others in the design team to develop plans and specifications for construction. Review of project plans and specifications is a vital part of our geotechnical engineering services. This consists of review of project plans and specifications related to site preparation, installation methods, and pavement construction. Our review will include a written statement conveying our opinions relating to the plans and specifications' consistency with our geotechnical engineering recommendations.

Review of Contractor's Work/Construction Plan: In some cases, CPKC will not accept the contractor's initial plan for construction, and CPKC can request that Terracon provide a statement regarding the suitability of the contractor's proposed methodology. Upon request, Terracon will review the contractor's plan, provide suggestions and responses to the team, and prepare and submit a geotechnical engineering



memorandum or a revised Geotechnical Engineering Report. Terracon will provide a separate proposal for these services, if requested.



Exhibit C - Compensation and Project Schedule

Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our base fee is shown in the following table:

Task	Lump Sum Fee
Subsurface Exploration, Traffic Control, Laboratory Testing, and Project Management	\$13,500
Geotechnical Engineering Report	\$6,000
Total	\$19,500

Our Scope of Services does not include services associated with site clearing, wet ground conditions, clearing, or repair of/damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services, as well as its effect on our fee, will be prepared. We will not proceed without your authorization.

Additional Services

Upon request, Terracon can provide post-report consulting including reviews of the plans and specifications and the contractor's Work Plan. Terracon is also experienced providing construction observation and reporting for crossings of CPKC right-of-way. These post-report services would be billed on a time and materials basis. At this time, we estimate the following fees for these services. Terracon's actual fees will depend on, in part, the number of iterations required to receive approval from CPKC and their 3rd party engineering consultant, and the time required to complete the construction.

Task	Preliminary Fee Estimate
Review of Plans and Specifications	\$1,500 to \$2,500



Task	Preliminary Fee Estimate
Contractor Work Plan Review and Report Revisions	\$3,000 to \$4,500
Subsurface Monitoring Point installations and Construction Observation and Reporting	\$30,000 to \$40,000 ¹
<p>1. The estimate excludes the fee for CPKC’s third-party engineering consultant, CPKC fees for flaggers, CPKC fees for permits, railroad protective liability insurance, surveying before/during/after construction, and CAD revisions to the plan and profile drawing for CPKC. It is typically the responsibility of the Owner and/or the Contractor to carry these fees during the construction phase of the project. It should be noted that preparation of the construction/work plan, recovery/contingency plan, dewatering plan, and temporary earth retention design, will be the contractor’s responsibility. It is our experience that Terracon’s scope of services can require revisions as the design and construction phases progress, to assist the project team and receive approval for, and complete, the construction.</p>	

Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, our schedule does not account for delays in field exploration beyond our control, such as weather conditions, delays resulting from utility clearance, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

Delivery on Compass	Schedule ^{1, 2}
Kickoff Call with Client	Within 5 days after notice to proceed
Site Characterization	10 days after completion of field program
Geotechnical Engineering	20 to 25 days after completion of field program

1. Upon receipt of your notice to proceed, we will activate the schedule component on **Compass** with anticipated dates for the delivery points noted above, as well as other pertinent events.
2. Standard workdays. We will maintain an activities calendar within on **Compass**. The schedule will be updated to maintain a current awareness of our plans for delivery.

Exhibit D – Site Location



Exhibit E – Anticipated Exploration Plan

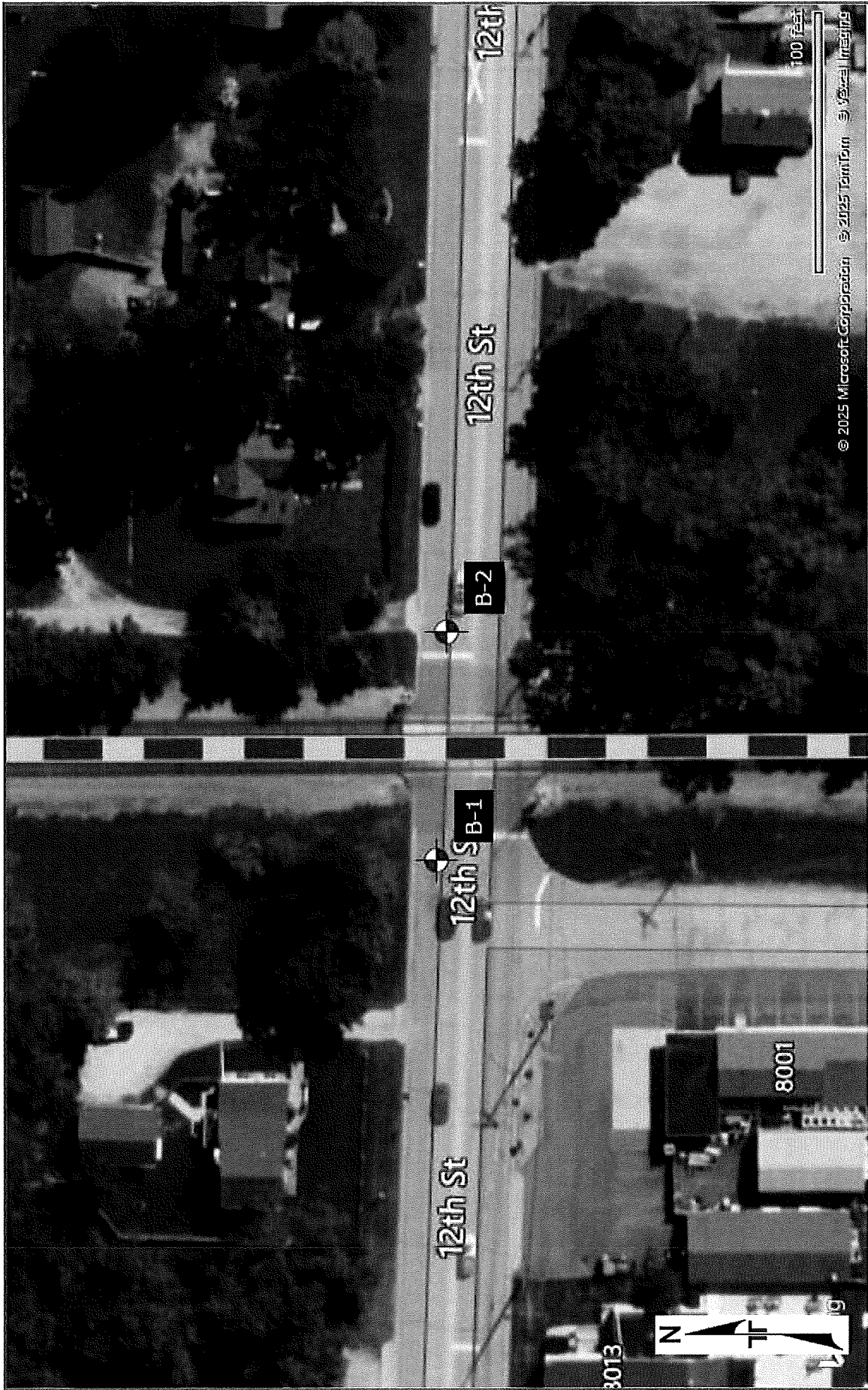


DIAGRAM IS FOR GENERAL LOCATION ONLY AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES



GILES

ENGINEERING ASSOCIATES, INC.

GEOTECHNICAL, ENVIRONMENTAL & CONSTRUCTION MATERIALS CONSULTANTS

• Dallas, TX
• Los Angeles, CA
• Milwaukee, WI

November 21, 2025

Baxter & Woodman
500 E. Main Street, Suite 101
Waterford, WI 53185

Attention: Joseph Marchese, P.E.
Water/Wastewater Engineer

Subject: Proposal for
Geotechnical Engineering Exploration and Analysis
Water Main CP Railroad Crossing
Somers, Wisconsin
Proposal No. 1GP-2511048

Dear Mr. Marchese:

We appreciate the opportunity to offer our services. Giles Engineering Associates, Inc. (Giles) has been performing Geotechnical Engineering Services for over 49 years on a local and national basis. Our experience in Kenosha County and our dedication to quality engineering will be a benefit in the successful completion of the project. For more information about Giles, please visit our website at www.gilesengr.com.

1.0 PROJECT DESCRIPTION

In accordance with your request, we are pleased to present our proposal to provide engineering exploration and analysis, construction settlement monitoring, and plan review for the proposed water main CP Railroad Crossing on CTH E, east of 80th Avenue in the Village of Somers, Wisconsin.

It is understood that directional drilling or jack and bore will be utilized to install a water main line beneath the Canadian Pacific Railway. The drill path will generally be parallel with CTH E traveling west to east. Information about the proposed water main was unknown at the time of this proposal; however, it is assumed that the water main casing will be between approximately 4 and 10 feet below the ground surface within the railroad right-of-way.

2.0 SCOPE OF SERVICES

A brief description of our understanding of the scope of services to be provided is discussed in the following paragraphs. The proposed scope is based on our understanding of the project and the Canadian Pacific *Geotechnical Protocol for Pipeline and Utility Crossing(s) Under Railway Tracks*, updated May 16, 2022.



2.1 Supplemental Engineering Exploration & Analysis

Subsurface Exploration

The subsurface exploration proposed for this project includes performing two test borings. Both test borings will be located on each side of the train tracks within the approximate water main path outside of the railroad ROW and will be extended to a depth of ± 15 feet below the existing ground surface. All borings will be extended to planned depths or prior refusal, whichever is less. The exploration program results in 30 lineal feet of test borings. Depending on the subsurface conditions that are encountered, it might be desirable to perform additional test borings or extend the test borings deeper than the planned depth; however, additional/deeper test borings will only be conducted after receiving your authorization.

The field exploration at the test boring will consist of performing a Standard Penetration Test (SPT) in general accordance with ASTM D-1586 specifications at 2½-foot intervals throughout the length of the test borings. The SPT test determines a Standard Penetration Resistance value ("N-Value"), used to develop geotechnical-related design parameters.

The borehole from each test boring will be backfilled; however, the backfill material might settle or heave, creating a hazard that can injure people and animals. The test boring areas should, therefore, be carefully and routinely monitored by the property owner or by others; settlement and heave of backfill material should be repaired immediately. Giles will not monitor or repair the backfilled boreholes.

This proposal does not include the use of special OSHA or hazardous drilling techniques or drill-crew protection. Complete rights-of-entry and access to the site are expected to be provided to us and our subcontractors (if any) as a function of this proposal. Excess soil from the test borings will be left in the area of the test borings or will be hauled by wheelbarrow to an onsite location specified by our client. Offsite disposal of excess soil will be at an extra cost.

Prior to drilling, Diggers Hotline[®], the public utility locator service, will be contacted to "clear" the project area for public utilities. Even with this service, "private" utilities (which are typically not identified by the public utility locator) could exist in the project area. If desired, a private utility locator could be hired, at an additional cost, to help locate unknown private utility lines. Contact Giles for the cost of private utility locating, if desired. It is important to note that even with a private utility locator service, unknown private utilities could be damaged. Giles will not be responsible for damage to any unknown or unmarked underground utilities.

Soil Laboratory Testing

Standard laboratory testing to determine the classification, strength, compressibility, and other general physical characteristics will be performed on the collected soil samples. Information obtained from the laboratory testing will be used to determine the soil subgrade capability to support the improvements.

Report

The results of our field exploration and laboratory testing will be utilized in a geotechnical engineering analysis, which will provide the following information presented in a written report prepared by a Registered Professional Engineer.

- ◆ A general description of the field and laboratory procedures will be provided in the report. The report will include a *Test Boring Location Plan*, which will illustrate approximate locations of the test borings.
- ◆ The report will include a general description of the subsurface conditions at the test boring locations, including the soil and groundwater conditions. Groundwater conditions will be estimated based on the colors and moisture conditions of retained soil samples and the depth to groundwater within the test borings, if groundwater is encountered.
- ◆ Geotechnical-related information will be provided regarding installation of the new water main utility.

2.2 Settlement Monitoring Program

Settlement Monitoring Program

Settlement monitoring within the area of the bore path is understood to be required during construction. The settlement monitoring will include the implementation of the settlement monitoring program, installation of settlement monitoring devices along with construction observation and settlement measurement during and following direction drilling and utility installation. The following are proposed to be performed by Giles with regard to settlement device construction.

- ◆ The settlement monitoring program will include recommendations for settlement monitoring probes, surface settlement measurement points and rail measurements, along with the duration and frequency of settlement measurements.
- ◆ Installation of settlement monitoring probes will be performed within the railroad right-of-way. Two subsurface monitoring probes to a depth of 3 feet above the top of the casing for the water main and seven sets of two surface monitoring points (one on each side of the tracks) are planned to be installed in the area of the bore beneath the railroad.

Giles will perform measurement of the settlement measurement devices during full time construction monitoring. However, surveying of the settlement measurement devices will also be required by a surveyor. The settlement device measurements will need to be surveyed prior to beginning construction, periodically during construction and after the completion of the utility installations. Additionally, daily measurement of settlement measurement devices for a period of 5 days after the completion of construction is proposed by Giles. Cost for construction and post-construction settlement monitoring are provided in the enclosed *Breakdown of Proposed Fees*.

Separate costs for periodic surveying of the settlement measurement devices by the project surveyor are not included in this proposal. Fees associated with flagging operations, which are expected to be needed for installation of the settlement monitoring devices, are included in Giles scope of services as a one-day lump sum fee.

Construction Observation and Testing

The purpose of the construction observation and materials testing services provided by this proposal will be to document whether the materials tested and construction procedures observed are in general accordance with the project specifications and to also monitor the installed settlement measurement devices. It is assumed that the construction schedule for the water main casing installation is one week. Additionally, we understand that the construction (observation and materials testing) services for this project are to be provided on a full-time quality control basis as scheduled by our client. Therefore, it is the responsibility of the client or their representative to notify us in a timely manner when observation and testing is required. Construction observation and materials testing services to be provided will include, but are not limited to, the following items:

- ◆ Jack and Bore / HDD Construction Observation
- ◆ Monitoring of Settlement Measurement Devices
- ◆ Reporting of Measured Settlement to CP and Client
- ◆ Transportation
- ◆ Reports Reviewed by a P.E.

Method of Performance

We propose to provide experienced personnel (technicians and/or engineers) whose principle duties will be to observe and test construction procedures and materials, respectively, to determine if they are in accordance with the project specifications within the limits of our authorized and accepted scope of services. These individuals are trained and experienced in field observation and testing and have proven capabilities on previous projects.

The purpose of our field representative at the site will be for providing observation and testing of the contractor's services and construction materials as outlined in the scope of services. It does not include any superintending, supervising, control or direction of services or workmanship. The contractors for this project should be advised that neither the presence of our field representative nor the observation and testing by our firm shall excuse them in any way for defects in their services or workmanship. In addition, we understand that our firm will not be responsible for safety on this project.

The purpose of our involvement on the project site is to provide guidance testing and observation to the contractors to assist them in meeting their requirements; however, our presence on the site does not make us responsible for those requirements or for the project specifications. Locations and elevations used by us will be based upon controls provided by others.



The term observation implies only that our personnel will observe the progress of the services within the agreed scope of services and perform tests to develop an opinion whether the services comply with the project specifications. We will not be responsible for the locations and elevations of the proposed utility improvements. That will be the responsibility of the contractor or owner.

Degree of Certainty of Compliance

With any manufactured product, there are statistical variations in its uniformity and in the accuracy of tests used to measure its qualities. As compared with other manufactured products, field construction usually has wider fluctuations in both product and test results. Thus, even with very careful observation and testing, it cannot be said that all parts of the product comply with the project requirements. Therefore, our proposal to observe and test the work for compliance means only that we will perform our services in such a manner as to have reasonable certainty that the construction observed complies with the project requirements.

The degree of certainty is much greater with full-time observation and testing than it is with intermittent observation and testing. Where full-time observation is not provided, the client/owner is herewith advised that there is an increased risk that the work and/or workmanship performed by the contractor may not meet the project specifications and thereby may not perform within the desired/required expectations.

Daily Field Observation Reports

Written daily field reports summarizing observations, field-testing, measured settlement device movements and conclusions with respect to the project specifications (along with materials testing performance suitability) will be provided throughout the project.

Post Construction Settlement Device Measurement

Daily measurement of the settlement measurement devices will be performed by Giles. Additionally, post construction survey of the settlement measurement devices will be performed by the project surveyor. The post construction settlement measurement is planned to extend daily through the water main casing drilling/bore completion and a total time period of 5 days after the completing of construction.

2.3 Plan Review

Multiple items are listed in Section 9.0 of *CP Geotechnical Protocol for Pipeline and Utility Crossing(s) under Railway Tracks* as indicated requirements of the Geotechnical Engineer of Record. Giles will not be responsible for determining/designing the following items, but can review required documents with respect to the project requirements, plans, and generally accepted geotechnical engineering methods.

- ◆ Recovery Plan – Giles will review the recovery plan (as stated in Section 9.2.6) prepared by the contractor or client and provide any comments necessary.
- ◆ Dewatering Design – Giles will review the contractor's dewatering control measures (as stated in Section 9.2.7) and provide comments/recommendations as necessary.

- ◆ Excavation Plan – Giles will review the proposed excavations on each side of the tracks to verify if a temporary track support system is necessary (as stated in Section 9.2.8). Additionally, recommendations on OSHA Soil Type can be provided for determination of the required excavation extents.
- ◆ Construction Methods – Giles will review the proposed construction method description prepared by the contractor or client (as stated in Section 9.2.9). Giles will provide commentary on the proposed construction method with regard to the subsurface conditions (as stated in Section 9.2.10), which will be discussed in the engineering exploration and analysis report.

2.4 Other

Additional services that are not included in this proposal as part of Giles' Scope of Services are Sections 11 and 12 of *CP Geotechnical Protocol for Pipeline and Utility Crossing(s) under Railway Tracks*. Giles will provide Daily Construction Observation reports along with the Settlement Monitoring information from each day and a final report at the completion of the water main casing installation construction; however, technical reporting, such as the location of the casing and auger and removal volumes, from each day is the responsibility of the contractor.

3.0 PROPOSED FEES

The cost for the supplemental engineering exploration and analysis, construction settlement monitoring, and plan review is **\$27,170.00**, as shown in the enclosed *Breakdown of Proposed Fees*. Any approved additional work required over and above the scope proposed will be billed in accordance with the attached Schedule of Standard Fees. The attachments listed below are part of this proposed agreement.

4.0 SCHEDULE

We propose to initiate the geotechnical engineering exploration and analysis immediately upon receipt of written notification to proceed. Depending on weather conditions, site access and utility clearance, the engineering exploration and analysis portion of the project is expected to be complete in approximately four weeks of the notice to proceed. Settlement monitoring probe installation is expected to be completed two to three weeks after notice to proceed prior to construction.

5.0 CLOSING

Thank you for the opportunity to offer our services. We look forward to working with you on this project. Please acknowledge receipt and acceptance of this proposal by signing and returning the Project Authorization Form for our files. The individual or individuals that sign this agreement on behalf of the client warrant that they are duly authorized agents of the client.

Respectfully submitted,

GILES ENGINEERING ASSOCIATES, INC.



Colleen M. Finley, P.E.
Geotechnical Department Manager



David Cornale, P.E.
Sr. Geotechnical Consultant

Enclosures: Project Authorization Form
Breakdown of Proposed Fees
Schedule of Standard Fees
General Conditions
Important Information About This Geotechnical Engineering Proposal

Distribution: Baxter & Woodman
Attn: Joseph Marchese (email: jmarchese@baxterwoodman.com)
Attn: Brett Biver (email: bbiver@baxterwoodman.com)

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Client and Billing Information

I hereby accept the proposal and authorize Giles to proceed with the scope of work as described herein.

Name:	_____
Title:	_____
Company:	_____
Address:	_____
City, State Zip:	_____
Email:	_____
Phone:	_____
Invoice Email:	_____
Purchase Order:	_____
Signature:	Date: _____

Project Contact Information (if different than Client)

Name:	_____
Title:	_____
Company:	_____
Email:	_____
Phone:	_____

Site Access/Coordination Information (if different than above)

Name:	_____
Title:	_____
Company:	_____
Email:	_____
Phone:	_____





BREAKDOWN OF PROPOSED FEES

Geotechnical Engineering Exploration and Analysis
Water Main CP Railroad Crossing
Somers, Wisconsin
Proposal No. 1GP-2511048

NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	RATE (Per Unit)	ESTIMATED TOTAL
GEOTECHNICAL TEST BORINGS & REPORT					
1	Mobilization of Drilling Equipment	Lump Sum	LS	\$600.00	\$600.00
2	Project Coordination by Drilling Supervisor	2	Hour	\$90.00	\$180.00
3	Soil Borings (includes abandonment, SPT samples at 2.5-foot intervals, 0 to 15-foot depth)	1	Day	\$2,150.00	\$2,150.00
4	Standard Laboratory Testing and Soil Classification	Lump Sum	LS	\$100.00	\$100.00
5	Grain Size Analysis	2	Each	\$95.00	\$190.00
6	Geotechnical Report	Lump Sum	LS	\$1,500.00	\$1,500.00
Fee for Geotechnical Services					\$4,720.00
SETTLEMENT MONITORING DEVICE INSTALLATION					
1	Mobilization of Drilling Equipment	1	Day	\$1,200.00	\$1,200.00
2	Settlement Probe Installation	2	Each	\$650.00	\$1,300.00
3	Surface Monitoring Points Marking	6	Hour	\$130.00	\$780.00
4	eRailsafe Training and Badging (if necessary)		Each	\$525.00	
5	CP Flagger During Installation	Lump Sum	LS	\$2,250.00	\$2,250.00
Fee for Settlement Measurement Device Installation Services					\$5,530.00
CONSTRUCTION OBSERVATION AND TESTING					
1	On-Site Observation and Daily Settlement Device Measurement (full-time field engineer, second engineer for measurement, for five days)	60	Hour	\$120.00	\$7,200.00
2	Project Engineer (Report Review)	10	Hour	\$165.00	\$1,650.00
3	Initial and Post Construction Daily Settlement Device Measurement	6	Each	\$900.00	\$5,400.00
4	Additional On-Site Construction Observation (if needed - per half day and including report)		Each	\$750.00	
Fee for Construction Observation and Testing Services					\$14,250.00
ADDITIONAL ENGINEERING SERVICES					
1	Settlement Monitoring Program	Lump Sum	LS	\$1,350.00	\$1,350.00
2	Plan Review	8	Hour	\$165.00	\$1,320.00
Fee for Engineering Services					\$2,670.00
TOAL ESTIMATED PROJECT COST					\$27,170.00

I. CONSULTING - GEOTECHNICAL, ENVIRONMENTAL AND CONSTRUCTION MATERIALS

A) Principal of Firm	\$250.00/HR
B) Technical Consultant / Regional Manager and Department Manager	\$175.00 to \$200.00/HR
C) Senior Professional / Project Manager/Project Engineer	\$150.00 to \$175.00/HR
D) Project Professional II (8+ years experience).....	\$125.00 to \$150.00/HR
E) Project Professional I (4-8 years experience)	\$110.00 to \$125.00/HR
F) Staff Professional II (2-5 years experience)	\$100.00 to \$110.00/HR
G) Staff Professional I (0-3 years experience)	\$95.00 to \$105.00/HR
H) Deputy Inspector.....	\$100.00 to \$120.00/HR
I) WisDOT Technician	\$65.00 to \$75.00/HR
J) Senior Field Technician.....	\$55.00 to \$65.00/HR
K) Associate Field Technician/Field Soil Technician (with nuclear density gauge).....	\$50.00 to \$60.00/HR
L) Field Technician	\$45.00 to \$55.00/HR

II. SUBSURFACE EXPLORATION

A) Mobilization of Truck Mounted Drill Equipment (Minimum within 75 Miles)	\$400.00
B) Usage of All-Terrain Equipment (When Necessary for Access).....	\$350.00/DAY
C) Rental of Equipment for Access or Backhoe for Test Pits.....	Cost +20%
D) Drill Equipment and Two-Person Crew Standby Time	\$360.00/HR
E) Per Diem (Site Over 75 Miles from Office) (Per Person).....	\$180.00/DAY
F) Support Vehicle Transportation.....	\$0.95/MI
G) Boring Layout and Approximate Elevations (Two-Member Crew) and Utility Coordination by Drilling Supervisor (per person).....	\$95.00/HR
H) Drilling Overburden (N Less Than 100) Hole Advance by 31/4 inch I.D. or Smaller Hollow Stem Auger, Includes Soil Sampling with Standard Penetration Test (ASTM D-1586) 2-Person Crew (8 Hour Minimum) (Hourly rate is state / Location dependent)	\$350.00 to \$450.00/HR

DEPTH RANGE FEET	DRILLING UNIT PRICE (1)		ADDITIONAL SPT
	ORDINARY SOIL (2)	HARD SOIL (3)	
GS-20	\$15.00	\$17.50	\$20.00
20-40	\$19.00	\$21.50	\$22.00
40-60	\$24.00	\$26.50	\$26.00
60-80	\$30.00	\$32.50	\$32.00

- (1) Drive Casing and/or Mud Rotary to Advance Borings \$5.00/LF Additional
- (2) Ordinary Soil: N Less Than 50 or qu Less Than 4.5 tsf
- (3) Hard Soil: N Greater Than 50 or qu Greater Than 4.5 tsf
- (4) Large H.S. Auger Surcharge
 - a) 4-inch I.D. \$3.00/LF Additional
 - b) 6-inch I.D. \$10.00/LF Additional
 - c) 12-inch I.D. by Special Hourly Rate

I) Overtime For Drill Equipment and Two-Person Crew (Over 8 Hours per Day)	\$500.00 to \$600.00/HR
J) State Permits (where applicable)	Cost + 20%
K) 2.5-Inch Diameter California Ring Sampler.....	\$75.00/EA
L) Undisturbed Tube Soil Sampling 3" O.D.	\$80.00/EA
M) Disturbed Soil Sampling (Bulk) (Additional)	\$65.00/EA
N) Auger-Drilling (No Drive Samples, Auger Samples Only)	\$12.00/LF
O) Drilling and Sampling Rock and Overburden with N Greater Than 100 <ul style="list-style-type: none"> 1) Rock Boring (3" Rock Roller Bit) 2) Rock Coring (3" O.D. Diamond Bit-NX)..... 3) Rock Coring and Boring Set-Up Charge 	\$45.00/LF \$85.00/LF \$400.00/HOLE
P) Special Field Tests and Installation (Soil and Rock Instrumentation, etc.) <ul style="list-style-type: none"> 1) Drill Rig and Crew (Two-Member)..... 2) Supplies and Material..... 	\$350.00/HR Cost +20%
Q) Pressuremeter Tests (4 or Less Per Day – Drill Rig & Crew Additional)..... (More than 4 Per Day – Drill Rig & Crew Additional)	\$750.00/EA \$675.00/EA

III. SPECIAL ENVIRONMENTAL SERVICES

A) Environmental Specialist (Engineer, Geologist, Hydrogeologist, Scientist) for Drilling Supervising, Well Development and Sampling	\$100.00 to \$175.00/HR
B) Decontamination Support Vehicle	\$350.00/DAY
C) Use of Decontamination Equipment During Field Exploration.....	\$350.00/DAY
D) Drilling Equipment Decontamination Before/After Exploration	\$175.00/EA
E) Groundwater Monitoring Well Installation (Drilling and Soil Samples Cost Included Under Item II)	
1) 2" Diameter, 0.20 Machine Slotted PVC Screen w/Threaded Connection, Filter Pack Around Screen & Bentonite Seal...	\$36.00/LF
2) 2" Diameter Solid PVC Riser with Threaded Connection.....	\$25.00/LF
3) Bentonite/Cement Grout Slurry Backfill Around PVC Riser	\$8.00/LF
4) Well Security Caps and Flush Manhole Covers With Concrete Collars.....	\$275.00/EA
F) Asbestos Containing Material (ACM) Microscopic Identification (Including Appropriate Handling).....	\$75.00/EA
G) Volatile Organic Compound (VOC) Detection in Soil (Photoionization Detection (PID) Meter Calibrated to Benzene, Measuring in Parts per Million (ppm)	
1) Field.....	\$200.00/DAY
2) Lab.....	\$175.00 Lump Sum
H) DOT Approved Drilling Spoil Drums (55 Gallon) Left On-Site	\$110.00/EA
I) Borehole Impervious Backfill for Environmental Considerations	
1) 2¼" I.D. Hollow-Stem Auger	\$6.00/LF
2) 3¼" I.D. Hollow-Stem Auger	\$7.00/LF
3) Larger Diameter on Time and Materials Basis	
J) Monitoring Well Abandonment (Does Not Include Equipment Mobilization)	
1) 2" I.D. Well.....	\$6.00/LF
2) 3" I.D. Well	\$7.00/LF
3) Larger Diameter on Time and Materials Basis	

IV. SOIL LABORATORY TESTING SERVICES

A) Soil Preparation	
1) Extrude/Prepare Tube Sample for Testing and Classification	\$33.00/EA
2) Preparation of Remolded Specimen for Testing	\$81.00/EA
3) Preparation of Rock Core Samples for Testing.....	\$32.00/EA
B) Identification and Physical Properties	
1) Visual Classification by Geotechnical/Environmental Professional.....	\$25.50/EA
2) Moisture Content Determination (ASTM D-2216).....	\$22.00/EA
3) Unit Weight Undisturbed Sample.....	\$39.00/EA
4) Unit Weight Undisturbed Sample, Paraffin Coated.....	Upon Request
4) Organic Content by Combustion (Loss-On-Ignition)	\$85.00/EA
5) Corrosivity Test (pH, Soluble Sulfate, Chloride and Resistivity).....	\$225.00/EA
6) Thermal Resistivity (ASTM D5334).....	\$1,000.00/TEST
7) Atterberg Limits	
a) Liquid Limit (ASTM D-4318).....	\$50.00/TEST
b) Plastic Limit (ASTM D-4318).....	\$50.00/TEST
c) Shrinkage Limit (ASTM D-427).....	\$140.00/TEST
8) Specific Gravity (ASTM D-854).....	\$210.00/TEST
9) Grain-Size Determination (Complete with Curve)	
a) Mechanical Analysis.....	\$80.00/TEST
Including Material Passing No. 200 Sieve	\$95.00/TEST
b) Hydrometer Analysis	\$160.00/TEST
c) Mechanical and Hydrometer Analysis (ASTM D-422)	\$180.00/TEST
d) Material Passing No. 200 Sieve Only, No Curve (ASTM D-1140).....	\$65.00/TEST
10) Permeability (Reactive, Corrosive or Hazardous Fluid Additional \$150.00/TEST)	
a) Constant Head (Granular Soil) (ASTM D-2434).....	\$260.00/TEST
b) Constant/Falling Head (Rigid Wall Permeameter).....	\$360.00/TEST
c) Constant/Falling Head (Flexible Wall Permeameter).....	\$380.00/TEST
11) Moisture Density Relationship (Complete with Curve)	
a) Standard Proctor (ASTM D-1557/AASHTO T-180).....	\$195.00/TEST
b) Modified Proctor (ASTM D-1557/AASHTO T-180).....	\$210.00/TEST
c) Maximum-Minimum Relative Density (ASTM D-2049)	\$260.00/TEST
12) CBR or R-Value (Without Proctor or Other Associated Tests) (ASTM D-1883)/(California Test Procedure 301).....	\$320.00/TEST

IV. SOIL LABORATORY TESTING SERVICES (continued)

C) Strength and Compressibility	
1) Unconfined Compression	
a) Without Controlled Strain-SPT Soil Sample	\$10.00/TEST
b) Calibrated Penetrometer Resistance (Average of 3)-Soil.....	\$10.00/TEST
c) Controlled Strain with Stress-Strain Curve (Undisturbed Tube Soil Sample)	\$115.00/TEST
d) Controlled Strain (No Curve) (Undisturbed Tube Soil Sample)	\$80.00/TEST
e) Without Controlled Strain-Rock	\$75.00/TEST
2) Vane-Shear, Torvane (Average of 3)-Soil.....	\$10.00/TEST
3) Triaxial (Including 3 Mohr Circles)-Soil	
a) Unconsolidated-Undrained (U-U)	\$800.00/SET
b) Consolidated-Undrained (C-U).....	\$900.00/SET
c) Consolidated-Drained (C-D).....	\$980.00/SET
4) Direct Shear (Including 3 Points)-Soil.....	\$400.00/SET
5) Consolidation-Soil (Including Curve)	
a) Conventional With Maximum 16 tsf Loading in 8 Increments and 4 Rebound Points.....	\$410.00/TEST
b) Additional Load Increments and Rebound Points.....	\$53.00/EA
c) Single Point	\$140.00/TEST
d) Collapse (ASTM D4546).....	\$335.00/TEST
6) Swelling Percent and Pressure of Expansive Soils (ASTM D4546).....	\$365.00/TEST
7) EI (Expansive Index) Test of Expansive Soils (UBC Standard 29-2).....	\$225.00/TEST

V. GENERAL NOTES (APPLICABLE TO ALL SERVICES)

Direct non-salary expenses for engineering and technical personnel charged at cost + 20%. Engineering services transportation time charged portal/portal and automobile travel at \$0.95/mile, other modes of transportation charged at cost + 20%. Normal construction monitoring services workday 7:00 a.m. to 5:00 p.m., overtime rates (175%) applicable for services performed outside these hours and Saturdays, Sundays and Holidays. Minimum monitoring fee 3 hours per trip.

Personnel compensation rates for court/arbitration related services for expert consultation in accordance with the rates indicated herein, with the exception of services performed in which the individual is placed in an adversary position such as testimony or deposition which will be charged at 200% of the standard hourly rates. A minimum \$2,500.00 retainer and an indemnification agreement are also typically required for these services.

Invoices submitted once a month during period of contract and/or at completion of our services. Payment is due 15 days after receipt of invoice. Invoices remaining unpaid beyond 30 days accrue interest at 1½% for each month delinquent or at the maximum rate allowed by law. Reasonable attorney fees incurred to collect over due invoices will be reimbursed at cost. Litigation required to collect over due invoices will be filed in and under the laws of Waukesha County, Wisconsin.

Subsurface exploration unit rates include labor and materials incidental to usage of drilling equipment. Support services such as location and elevation surveys, clearance of utilities and permits charged at standard hourly rates and expenses at cost + 20%. Minimum drilling fee of \$2,900.00 per project. Soil drilling and rock coring charges based on nominal auger and diamond wear. Excessive wear due to hard and/or difficult formations charged at actual cost. Drilling and coring below 80 foot depth on hourly basis or at unit price quoted upon request.

Unit prices in this proposal remain in effect for 3 months after date of proposal and subject to change without notice thereafter. Unit prices are, however, subject to immediate change to comply with a prevailing wage rate, wage or benefit rate determination, wage substitution, or action by organized or union labor.

SECTION 1: FORMATION OF CONTRACT – These General Conditions shall be incorporated into and become a binding, integral part of any correspondence, proposal, or contract to which they are initially attached. Together they form an Agreement to be entered into by and between Giles Engineering Associates, Inc. (“Giles”) and the party for whom Giles is to perform its services (“Client”). Conflicting terms or conditions that appear on an acceptance copy of any Agreement document, or subsequently issued document, are hereby objected to and shall be invalid, unless accepted in writing by all parties to the Agreement. Ordering, reliance upon, or acceptance of Giles’ services by Client, including additional work orders, shall constitute Client’s acceptance of the terms of the Agreement, including these General Conditions, regardless of whether Client delivers an executed copy of the Agreement document prior to the commencement of Giles’ services. The Agreement, including these General Conditions, shall extend to the benefit of, and be binding upon, the successors, assigns, directors, officers, employees, agents, subcontractors, representatives, and consultants of Giles and Client. Client shall communicate these General Conditions to any third party or principal for whom, or to whom, Client conveys any part of Giles’ services. Giles shall have no duty or obligation to any third party or principal greater than what is set forth herein.

SECTION 2: SITE ACCESS AND PROPERTY CARE – Client will arrange right of entry for Giles to complete the services. Client warrants and represents that it has authority and permission to grant Giles access. Client will also arrange permission for Giles to photograph the site. Client will provide Giles with sufficient documentation to enable Giles to avoid trespass and damage to on-site, neighboring, restricted, or prohibited areas.

SECTION 3: DEGREE OF CERTAINTY IN MATERIALS TESTED – The locations and elevations of in-situ tests will be determined in accordance with the accuracy and proximity of survey control provided by Client or the contractor. Unless noted, locations and elevations will be determined by pacing and hand level methods. Observation and testing services will be provided in such a manner as to have reasonable certainty that the services essentially comply with project requirements.

SECTION 4: STANDARD OF CARE – Services performed under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing at this time, under similar conditions, and in the same locale. No other warranty, express or implied, is made.

SECTION 5: DELAY AND FORCE MAJEURE – Giles will be excused for delay in the performance of services under this Agreement if caused by acts of God; inclement weather; acts of utility companies, unions, organized labor, or inspectors; or other unforeseen contingencies; beyond Giles’ reasonable control.

SECTION 6: OWNERSHIP OF INSTRUMENTS OF SERVICE – All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Giles are instruments of service, remain the property of Giles, and are protected by copyright, trademark, and other proprietary rights provided under state and federal laws of the United States and/or foreign nations.

SECTION 7: DISPOSITION OF SAMPLES AND MATERIALS – Uncontaminated soil and rock samples will be held for thirty (30) days after the date of Giles’ report, unless advised otherwise by Client. Further storage or transfer can be negotiated at Client’s written request. Should samples and/or materials contain, or be suspected to contain, substances or constituents hazardous to health, safety, or the environment, as defined by applicable laws, Giles will return such samples and/or materials, to Client after completion of testing, or have them disposed of in accordance with applicable laws. Client agrees to pay all costs associated with the transportation and disposal, and storage beyond 30 days. Giles is acting as a bailee and assumes no title to such samples, materials, and/or waste.

SECTION 8: MOLD AND ASBESTOS-CONTAINING MATERIALS (ACM) EXCLUSION – Unless expressly provided, Giles’ scope of services does not include any investigation, analysis, consultation, or representation with respect to the risk, prevention, presence, or remediation of mold, mildew, fungi, spores, other microbes, or ACM. It is therefore agreed that Giles has no responsibility or liability for claims, damages, losses, or expenses attributable to any such exposure, contamination, growth, release, or dispersal.

SECTION 9: INSURANCE – Giles maintains a complete insurance package, including workman’s compensation, commercial general liability, and professional liability insurance. Giles also maintains contractors pollution liability coverage of \$5,000,000.00 for each pollution incident, with an annual aggregate limit of \$5,000,000.00. Certificates of insurance shall be provided upon request.

SECTION 10: LIMITATIONS OF LIABILITY – Client agrees to limit Giles’ total aggregate liability to Client and all construction contractors, subcontractors and those named on the project arising from Giles’ professional acts, errors or omissions, or breaches of contract to the lesser of either \$250,000.00 or four times Giles’ fee for services on the project.

SECTION 11: INDEMNIFICATION – To the fullest extent permitted by law, Client shall hold harmless, indemnify, and defend Giles from and against all claims and causes of action for bodily injury, death, and property damage that may arise from the performance of services under this Agreement, except where such bodily injury, death, or property damage arises directly from the sole negligence, errors, or omissions of Giles.

SECTION 12: LITIGATION SUPPORT – If Giles is required by operation of law, subpoena, or other legal process to appear, participate, or give testimony as an expert or fact witness, in any legal discovery, administrative, or court proceeding, as a result of the performance of services under this Agreement, Client agrees to compensate Giles pursuant to Giles’ current fee and rate schedule, and to reimburse Giles for all reasonable costs and expenses Giles may incur in connection with such activities, including the fees of any attorney that Giles may retain on its own behalf.

SECTION 13: INVOICES AND PAYMENT – Payment of invoices is due upon receipt of invoice and is past due thirty (30) days from invoice date. Client agrees to pay a late payment service charge of 1½% per month, or 18% per year, for past due invoices. Client agrees the balance as stated on the invoice is correct, conclusive, and binding unless Client within ten (10) days from the date of invoice notifies Giles in writing of the item alleged to be incorrect. Should a dispute over payment arise, Client agrees to pay all invoiced amounts except those amounts in dispute; stipulates to using the Waukesha County Circuit Court, Wisconsin, as the venue; and agrees to pay all court costs and attorney fees associated with the collection of disputed sums. Attorney fees shall be at the actual cost or at Giles' in-house counsel rate of \$150.00 per hour.

SECTION 14: NOTICE OF LIEN RIGHTS – AS REQUIRED BY STATE CONSTRUCTION LIEN LAWS, OWNER IS HEREBY NOTIFIED THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO GILES, ARE THOSE WHO CONTRACT DIRECTLY WITH OWNER OR THOSE WHO GIVE OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST FURNISH PROFESSIONAL SERVICES. OWNER MAY NEED TO NOTIFY ITS MORTGAGE LENDERS OF THESE LIEN RIGHTS.

SECTION 15: TERMINATION – This Agreement may be terminated by either party upon seven (7) days written notice. In the event of termination, Giles shall be paid for all services performed prior to the termination date.

SECTION 16: GOVERNING LAW AND SURVIVAL – The laws of the State of Wisconsin will govern the validity of these terms, their interpretation, and performance. Client consents to venue in the Waukesha County Circuit Court, State of Wisconsin, for all claims and disputes. The terms of this Agreement shall survive the completion of Giles' services.

DRILLING or GEOTECHNICAL

SECTION 17: SITE ACCESS AND PROPERTY CARE – Giles will take reasonable precautions to minimize damage to the property. In the normal course of work, some damage may occur. The correction of such damage is not part of the Agreement, unless specified in the proposal. Giles will backfill borings and other types of ground penetrations. Soil backfill at access points and test locations may settle over time. Giles is not responsible for checking, maintaining, or repairing the backfill after leaving the project site.

SECTION 18: UTILITIES – Giles will contact the local one-call public utility locator service and take reasonable precautions to avoid damage or injury to identified underground public structures or utilities. Client shall provide any documents necessary or helpful in locating all private underground structures and utilities. Client shall assume responsibility for the accuracy of any information provided. Client agrees to hold harmless, defend, and indemnify Giles for any damages to underground structures and utilities, and any damage, injury, or death arising directly or indirectly there from, which were not identified on the documents furnished, or by local utility identification agencies.

SECTION 19: ENVIRONMENTAL – On Geotechnical projects, Environmental and Hazardous Materials will not be considered.

CONSTRUCTION MATERIALS TESTING

SECTION 20: RESPONSIBILITIES – The presence of Giles' field representative(s) will be for the purpose of providing observation and/or field testing. Giles' services will not include the supervision or direction of the work of the contractor or the contractor's employees or agents. Contractor should be so advised, and informed that neither the presence of Giles' field representative nor the observation and testing shall excuse contractor in any way for defects discovered in contractor's work. An opinion will be developed from observations and tests as to whether the work essentially complies with the project requirements.

SECTION 21: SAFETY – The construction contractor and/or owner shall, without limitation, assume sole and complete responsibility for job site conditions during construction of the project, including the safety of all persons and property. The trenching and shoring safety shall be the full responsibility of the contractor. If a geotechnical engineer (P.E., not a technician) is brought to the site for soils evaluation, we can make recommendations for the slope of the excavated trench walls. If not, the sloping of side walls, trenching and shoring safety shall all be the full responsibility of the contractor.

ENVIRONMENTAL

SECTION 22: HAZARDOUS MATERIALS – When hazardous materials are known, assumed, or suspected to exist at a site, Giles will take appropriate actions to protect the health and safety of personnel, to comply with applicable laws and regulations, and to implement procedures to minimize physical risks to employees and the public. Client must inform Giles of any known or suspected hazardous materials. The discovery of unanticipated hazardous materials constitutes a changed condition requiring renegotiation of the scope of services or termination of the Agreement. Client agrees to compensate Giles for additional costs of working to protect employee and/or public health and safety. Client waives any claim against Giles, and agrees to hold harmless, indemnify, and defend Giles from and against any claim or liability for injury, death, or loss arising directly or indirectly from the discovery of unanticipated hazardous materials. Client also agrees to compensate Giles for time spent, and expenses incurred, in defense of any such claim, based upon Giles' prevailing fee schedule and expense reimbursement policy relative to the direct project costs.

SECTION 23: GEOTECHNICAL – On Environmental and Hazardous Materials projects, Geotechnical issues will not be considered.

Important Information about This

Geotechnical Engineering Proposal

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Participate in Development of the Subsurface Exploration Plan

Geotechnical engineering begins with the creation of an effective subsurface exploration plan. This proposal starts the process by presenting an initial plan. While that plan may consider the unique physical attributes of the site and the improvements you have in mind, it probably does not consider your unique goals, objectives, and risk management preferences. Subsurface exploration plans that are finalized without considering such factors presuppose that clients' needs are unimportant, or that all clients have the same needs. *Avoid the problems that can stem from such assumptions* by finalizing the plan and other scope elements directly with the geotechnical engineer you feel is best qualified for the project, along with the other project professionals whose plans are affected by the geotechnical engineer's findings and recommendations. If you have been told that this step is unnecessary; that client preferences do not influence the scope of geotechnical engineering service or that someone else can articulate your needs as well as you, you have been told wrong. No one else can discuss your geotechnical options better than an experienced geotechnical engineer, and no one else can provide the input you can. Thus, while you certainly are at liberty to accept a proposed scope "as is," recognize that it could be a unilateral scope developed without direct client/engineer discussion; that authorizing a unilateral scope will force the geotechnical engineer to accept all assumptions it contains; that assumptions create risk. *Manage your risk. Get involved.*

Expect the Unexpected

The nature of geotechnical engineering is such that planning needs to *anticipate the unexpected*. During the design phase of a project, more or deeper borings may be required, additional tests may become necessary, or someone associated with your organization may request a service that was not included in the final scope. During the construction phase, additional services may be needed to respond quickly to unanticipated conditions. In the past, geotechnical engineers commonly did whatever was required to oblige their clients' representatives and safeguard their clients' interests, taking it on faith that their clients wanted them to do so. But some, evidently, did not, and refused to pay for legitimate extras on the ground that the engineer proceeded without proper authorization, or failed to submit notice in a timely manner, or failed to provide proper documentation. *What are your preferences? Who is permitted to authorize additional geotechnical services on your project? What type of documentation do you require? To whom should it be sent? When? How?* By addressing these and similar issues sooner rather than later, you and your geotechnical engineer will be prepared for the unexpected, to help prevent molehills from growing into mountains.

Have Realistic Expectations; Apply Appropriate Preventives

The recommendations included in a geotechnical engineering report are *not final*, because they are based on opinions that can be verified only during construction. For that reason, most geotechnical engineering proposals offer the construction observation services that permit the geotechnical engineer of record to confirm that subsurface conditions are what they were expected to be, or to modify recommendations when actual conditions were not anticipated. *An offer to provide construction observation*

is an offer to better manage your risk. Clients who do not take advantage of such an offer; clients who retain a second firm to observe construction, can create a high-risk “Catch-22” situation for themselves. *The geotechnical engineer of record cannot assume responsibility or liability for a report’s recommendations when another firm performs the services needed to evaluate the recommendations’ adequacy.* The second firm is also likely to disavow liability for the recommendations, because of the substantial and possibly uninsurable risk of assuming responsibility for services it did not perform. Recognize, too, that no firm other than the geotechnical engineer of record can possibly have as intimate an understanding of your project’s geotechnical issues. As such, reliance on a second firm to perform construction observation can elevate risk still more, because its personnel may not have the wherewithal to recognize subtle, but sometimes critically important unanticipated conditions, or to respond to them in a manner consistent with your goals, objectives, and risk management preferences.

Realize That Geoenvironmental Issues Have Not Been Covered

The equipment, techniques, and personnel used to perform a geoenvironmental study differ significantly from those used to perform a geotechnical study. *Geoenvironmental services are not being offered in this proposal. The report that results will not relate any geoenvironmental findings, conclusions, or recommendations.* Unanticipated environmental problems have led to numerous project failures. If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the express purpose of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may be addressed as part of the geotechnical engineering study described in this proposal, the geotechnical engineer who would lead this project ***is not*** a mold prevention consultant; ***none of the services being offered have been designed or proposed for the purpose of mold prevention.***

Have the Geotechnical Engineer Work with Other Design Professionals and Constructors

Other design team members’ misinterpretation of a geotechnical engineering report has resulted in costly problems. Manage that risk by having your geotechnical engineer confer with appropriate members of the design team before finalizing the scope of geotechnical service (as suggested above), and, again, after submitting the report. *Also retain your geotechnical engineer to review pertinent elements of the design team members’ plans and specifications.*

Reduce the risk of unanticipated conditions claims that can occur when constructors misinterpret or misunderstand the purposes of a geotechnical engineering report. Use appropriate language in your contract documents. Retain your geotechnical engineer to participate in prebid and preconstruction conferences, and to perform construction observation.

Read Responsibility Provisions Closely

Clients, design professionals, and constructors who do not recognize that geotechnical engineering is far less exact than other engineering disciplines can develop unrealistic expectations. Unrealistic expectations can lead to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their proposals. Sometimes labeled “limitations,” many of these provisions indicate where geotechnical engineers’ responsibilities begin and end, to help others recognize their own responsibilities and risks, thus to encourage more effective scopes of service. *Read this proposal’s provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Rely on Your Geotechnical Engineer for Additional Assistance

Membership in the Geoprofessional Business Association (GBA) exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit to everyone involved with a construction project. Confer with a GBA-member geotechnical engineer for more information. Confirm a firm’s membership in GBA by contacting GBA directly or at its website.



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SOMERS FIRE & RESCUE



CHIEF
Benjamin Andersen

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

Topic- Proposed Change to One Billing Solutions for Fire & EMS Billing Services.

Village Board Members:

The Fire Department is requesting approval to switch to One Billing Solutions (OBS) located in Nebraska for our fire and EMS billing services. We previously used Lifequest Billing located in Wisconsin until last year when they were bought out by EMS-MC Billing out of South Carolina. EMS-MC has bought out all 3 billing companies that were located in Wisconsin along with many others across the country. EMS-MC has been difficult to work with for both the Fire Department and for Accounting Department here at Somers. OBS is a much smaller company which we feel can provide us with a better level of service and support. We have contacted numerous references, and all were positive. When we were with Lifequest, we paid 10% to the billing company. EMS-MC claims they are charging us the same, but the financial reports are so confusing, and I believe they are charging us closer to 12.5% which is what they advertise to new clients. OBS, who we want to switch to, does charge a higher percentage at 15% but other departments that we talked to said they saw an increase in funds collected so even with paying a higher percentage they ultimately received more money than they did with EMS-MC or other companies. OBS does billing and billing reviews with actual people vs computers like EMS-MC does so more things are caught and billed correctly when someone is reviewing the report and bills. We did have a Zoom meeting with OBS, and they were familiar with a lot of the issues our accounting department has been having with EMS-MC and assured us their reports will be much easier to understand, and they will create any reports our Village needs.

Respectfully submitted.

Fire Chief Ben Andersen

Fire Chief Ben Andersen is requested that the Board give him authority to take the necessary steps to enter into an agreement with OBS. The current company requires notice and it will take time to onboard the new company, get data transferred and set everything correctly. The Village would like to have the new vendor in place by January 1, 2026.

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

“Motion to allow Chief Andersen to enter into a contract with One Billing Solutions for Fire and EMS billing service.”



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

MEETING DATE: Nov. 25, 2025

TO: Village President Stoner and Board of Trustees

PREPARED BY: Jim Hurley, Administrator

REVIEWED BY: Kevin Poirier, Assistant Administrator

AGENDA ITEM: #14 Resolution 2025-018 to create a designated account for the repayment of the Tawani Loan

BACKGROUND:

The Village received a \$14.5 million letter of credit from Archives and Armory PMML Wisconsin LLC for the construction and extension of a municipal sanitary sewer and water system to serve the Pritzker Military Museum & Library Archival Center (the Tawani Project). The Village committed to repaying the loan by 2031.

At the recommendation of the Village auditor, and Ehlers, the Village is creating a designated account for the purpose of tracking and repaying the loan. Special assessment and TID funds will be deposited into the account. The TID funds will follow the schedule as recommended by Ehlers. Per Ehlers, TID funds can contribute up to \$9.5M, and the remaining portion will be repaid from special assessments.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

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

“Motion to approve proposed Ordinance 2025-018, an Ordinance to create a designated fund to repay the \$14.M Letter of Credit for the Tawani Project.”

ATTACHMENTS:

Resolution authorizing the creation of the designated fund

Letter from Ehlers confirming availability of TID Funds

RESOLUTION NO. 2025-018

**RESOLUTION AUTHORIZING CREATION OF A DESIGNATED FUND
TO ASSURE REPAYMENT OF THE \$14.5M LETTER OF CREDIT FOR
THE TAWANI PROJECT**

WHEREAS, the Village Board of the Village of Somers, Kenosha County, Wisconsin (the "Village") received a \$14.5 million letter of credit (the "Advanced Funds") from Archives and Armory PMML Wisconsin LLC, a Wisconsin limited liability company organized and existing under the laws of the State of Wisconsin (the "Developer"), for the construction and extension of a municipal sanitary sewer and water system to serve the Pritzker Military Museum & Library Archival Center (the "Tawani Project"), pursuant to the terms and conditions of the developer's agreement between the Village and Developer dated February 12, 2020, which is entitled "Developer's Agreement Between the Village of Somers and Archives and Armory PMML Wisconsin LLC for "Pritzker Military Museum & Library Archival Center" A Proposed Development Being a Part of Section 18, Town 2 North, Range 22 East." (the Developer's Agreement);

WHEREAS, a portion of the Advanced Funds will be reimbursed to the Developer by special assessments from properties that also benefit from access to the municipal sewer and water system, and some of the assessments are deferred until certain triggering events occur;

WHEREAS, another portion of the Advanced Funds may be reimbursed to the Developer from tax-increment districts (TID) 3 and 6, with the potential for payments from other TIDs served by the sanitary sewer and water system, to reduce the costs for properties affected by the assessments, and new development within the TIDs generated by municipal water and sewer system access;

WHEREAS, in the event that any deferred special assessments continue to be deferred when the Village is obligated by the Developer's Agreement to make full reimbursement to the Developer for the Advanced Funds, the Village's financial advisor, Ehlers, performed an analysis and confirmed that TIDs 3 and 6 are projected to have adequate revenue to repay up to \$9,500,000, which could cover the portion due from deferred special assessments;

WHEREAS, the Village would like to establish a designated fund to annually deposit funds from both TIDs 3 and 6 to repay the full amount due to the Developer;

WHEREAS, Ehlers has prepared a recommended deposit schedule shared between the TIDs into the designated fund as a set aside to repay the obligations by the deadline established in the Developer's Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Somers, Kenosha County, Wisconsin that:

Section 1. Designated Fund Account. For the purpose of repaying a \$14.5 million line of credit for public improvements to the Tawani Project, the Village Administrator and Village Clerk are hereby authorized and directed to create an interest-bearing designated fund account with Tri-City National Bank. Officers of the Village are hereby authorized and directed to deposit on or before December 31, 2030, funds of the Village, including tax increment collected from TIDs, in the designated fund account in a sum sufficient to satisfy the Village's monetary obligations to the Developer. The subsequent use and disbursement of the Funds in the Designated Account shall solely be for the purpose of repaying Developer.

Section 2. Approval of Expenditure and Distribution of Funds. The withdrawal of funds from the designated fund account shall require approval of the Village Board.

Adopted by the Village Board of the Village of Somers, Kenosha County, Wisconsin, this 25th day of November, 2025.

Village of Somers

By _____
George Stoner, President

Attest _____
Wendy Burnette, Village Clerk

MEMORANDUM

TO: Jim Hurley, Village of Somers
FROM: Jon Cameron
DATE: August 29, 2025
SUBJECT: Tawani Infrastructure Cost Recovery between TIDs 3 & 6

The Village has requested a TID analysis showing the annual recovery of infrastructure costs and deferred assessments between Tax Incremental Finance Districts (TIDs) 3 and 6. Village Staff previously determined that both TIDs benefit from the infrastructure initially installed by Tawani and expected to be repaid by increment from both TIDs by 2031.

The Tawani infrastructure costs are being repaid by a combination of active special assessments, deferred special assessments and tax increment revenue from both TIDs 3 and 6. The total amount due between a combination of deferred special assessments and tax increment revenue is \$9,560,430. This cost breaks down as follows:

\$5,720,462 – TIDs 3 & 6 assigned portion
\$3,839,968 – Deferred Special Assessments
\$9,560,430 – Total Due

Since it is unknown if the deferred special assessments will ever become active assessments and be recovered by 2031, the Village would like to ensure both TIDs 3 and 6 have adequate revenues to repay the full \$9,560,430. Furthermore, the Village would like to establish an escrow fund to annually deposit funds from both TIDs to the maximum amount due. Based on the current cash flows both Districts are expected to recover the full \$9.5 million by the end of 2030. The 2025 TID annual reports for both Districts show the current estimated amounts to be deposited into an escrow fund and are included by reference with memo.

The Village should work to establish an escrow fund to have TID funds annually deposited to repay the full amount due. If any deferred special assessments become active, the amount due by the TIDs should be reduced accordingly.



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

MEETING DATE: November 25, 2025

TO: Village President Stoner and Board of Trustees

PREPARED BY: Wendy Burnette, Clerk-Treasurer

AGENDA ITEM: #15a Public Hearing on I-94 LLC Class “B” and “Class B” Liquor License Application and Somers Market Class “A” and “Class A” Liquor License Application

#15b Action on I-94 LLC Class “B” and “Class B” Liquor License Application and Somers Market Class “A” and “Class A” Liquor License and Cigarette Application

BACKGROUND:

Somers Market LLC and I-94 LLC have applied for Liquor Licenses for their upcoming store located at 11302 12th Street in the Village of Somers. They have submitted all their paperwork to obtain these licenses as well as an application for the Somers Market Cigarette License.

These licenses will be contingent upon passing their Building and Fire Department inspections which will be conducted right before an occupancy permit is obtained.

PRIOR ACTION TAKEN:

This matter was discussed at the November 18th Work Session.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

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

“Motion to hold Public Hearing”

Hold Public Hearing

“Motion to Close Public Hearing”

“Motion to approve I-94 LLC Class “B” and “Class B” Liquor License Application and Somers Market Class “A” and “Class A” Liquor License and Cigarette Application”

ATTACHMENTS:

I-94 LLC Class “B” and “Class B” Liquor License Application

Somers Market LLC Class “A” and “Class A” Liquor License Application

Somers Market LLC Cigarette License Application

Form
AB-200

Alcohol Beverage License Application

For Municipal Use Only
Municipality
License Period

License(s) Requested: (up to two boxes may be checked)

- | | |
|-----------------------------------------------------------------|---------------------------------------------------------------------|
| <input type="checkbox"/> Class "A" Beer \$ _____ | <input checked="" type="checkbox"/> Class "B" Beer \$ _____ |
| <input type="checkbox"/> "Class A" Liquor \$ _____ | <input checked="" type="checkbox"/> "Class B" Liquor \$ _____ |
| <input type="checkbox"/> "Class A" Liquor (cider only) \$ _____ | <input type="checkbox"/> Reserve "Class B" Liquor \$ _____ |
| <input type="checkbox"/> "Class C" Liquor (wine only) \$ _____ | |

Fees	
License Fees	\$
Background Check Fee	\$
Publication Fee	\$
Total Fees	\$

Part A: Premises/Business Information			
1. Legal Business Name (individual name if sole proprietorship) PARVEEN BHARDWAJ			
2. Business Trade Name or DBA I-94 LLC			
3. FEIN 88-4066112	4. Wisconsin Seller's Permit Number 456-1031823763-05		
5. Entity Type (check one) <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization			
6. State of Organization WI	7. Date of Organization 09/06/2022	8. Wisconsin DFI Registration Number S143303	
9. Premises Address 11302 12th Street			
10. City Sturtevant		11. State WI	12. Zip Code 53177
13. County Kenosha	14. Governing Municipality: <input type="checkbox"/> City <input checked="" type="checkbox"/> Town <input type="checkbox"/> Village of: Somers		15. Aldermanic District
16. Premises Phone (262) 403-8036	17. Premises Email somersmarketplace@goldenoil	18. Website www.goldenoilcompany.com	
19. Premises Description - Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary. Bar area, Bar Closet			
20. Mailing Address (if different from premises address) 1170 22nd Ave 2nd Floor			
21. City Kenosha		22. State WI	23. Zip Code 53140
Part B: Questions			
1. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list the details of violation below. Attach additional sheets if necessary.			
Law/Ordinance Violated	Location	Trial Date	
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Law/Ordinance Violated	Location	Trial Date	
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No	

2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol . . Yes No beverages.
 If yes, describe the nature and status of pending charges using the space below. Attach additional sheets as needed.

3. Is the applicant business or any of its officers, directors, members, agent, employees, owners, or other related individuals or entities a restricted investor with any interest in an alcohol beverage producer or distributor? . . Yes No
 If yes, provide the name of the restricted investor and describe the nature of the interest.

4. Is the applicant business owned by another business entity? Yes No
 If yes, provide the name(s) and FEIN(s) of the business entity owners below. Attach additional sheets as needed.

4a. Name of Business Entity	4b. Business Entity FEIN
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5. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. Yes No
 6. Is the applicant business indebted to any wholesaler beyond 15 days for beer or 30 days for liquor/wine? Yes No
 7. Does the applicant business owe past due municipal property taxes, assessments, or other fees? Yes No

Part C: Individual Information

List the name, title, and phone number for each person or entity holding the following positions in the applicant business or businesses listed in Part B, Question 4: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all members, managers, and agent of a limited liability company. Attach additional sheets if necessary.


Include Form AB-100 for each person listed below. Corporations and LLCs must appoint an agent by including Form AB-101.

Last Name	First Name	Title	Phone
Bhardwaj	Parveen	Member	608-449-0777

Part D: Attestation

One of the following must sign and attest to this application:
 • sole proprietor • one general partner of a partnership • one corporate officer • one member of an LLC

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name Bhardwaj	First Name Parveen	M.I.
Title Member	Email paul@goldenoilcompany.com	Phone (608) 449-0777
Signature 	Date 8/21/2025	

Part E: For Clerk Use Only

Date Application Was Filed With Clerk	License Number	Date License Granted	Date License Issued
Signature of Clerk/Deputy Clerk		Date Provisional License Issued (if applicable)	

Alcohol Beverage Appointment of Agent

Agent Type *(check one)*

- Original (no fee)
 Successor (\$10 fee for municipal licensees only)

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor) PARVEEN BHARDWAJ	
2. Business Trade Name or DBA I-94 LLC	
3. Entity Type <i>(check one)</i> <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization	
4. Alcohol Beverage Business Authorization <i>(check one)</i> <input checked="" type="checkbox"/> Municipal Retail License <input type="checkbox"/> State Permit	5. If successor agent, provide State Permit or Municipal Retail License Number
6. Describe the reason for appointing a successor agent, if successor is checked above.	

Part B: Agent Information

1. Last Name Bhardwaj	2. First Name Parveen	3. M.I.
4. Email Paul@goldenoilcompany.com		5. Phone 608-449-0777
6. Home Address 20110 31st Street		
7. City Bristol	8. State WI	9. Zip Code 53104
10. Date of Birth 09/13/66		
11. Drivers License/State ID Number ON FILE	12. Drivers License/State ID State of Issuance WI	

Part C: Agent Questions

1. Have you satisfied the responsible beverage server training requirement? Submit proof of completion.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2. Have you completed Form AB-100, <i>Alcohol Beverage Individual Questionnaire</i> (licensee) or Form AB-300, <i>Alcohol Beverage Personal Questionnaire</i> (permittee)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3. Have you been a Wisconsin resident for at least 90 continuous days? See instructions for exceptions.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Continued →

Part D: Criminal History

1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? Yes No

If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.

Law/Ordinance Violated	Location	Conviction Date
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Penalty Imposed	Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
-----------------	--------------------------------------------------------------------------------------------

Law/Ordinance Violated	Location	Conviction Date
------------------------	----------	-----------------

Penalty Imposed	Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
-----------------	--------------------------------------------------------------------------------------------

Law/Ordinance Violated	Location	Conviction Date
------------------------	----------	-----------------

Penalty Imposed	Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
-----------------	--------------------------------------------------------------------------------------------

2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? Yes No

If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.

Part E: Attestation

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to any involvement in another tier of the alcohol beverage industry as a restricted investor. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Signature 	Date 8/21/2025
-----------------------------------------------------------------------------------------------	----------------

Alcohol Beverage Individual Questionnaire

All individuals involved in the alcohol beverage business must complete this form, including:

- sole proprietor
- all partners of a partnership
- all officers, directors, and agent of a corporation or nonprofit organization
- members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Individual Questionnaires are submitted.

Part A: Business Information	
1. Legal Business Name (individual name if sole proprietor) PARVEEN BHARDWAJ	
2. Business Trade Name or DBA I-94 LLC	
3. Entity Type (check one) <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization	


Part B: Individual Information					
1. Last Name Bhardwaj		2. First Name Parveen		3. M.I.	
4. Relationship to Business (Title) Member		5. Email paul@goldenoilcompany.com		6. Phone (608) 449-0777	
7. Home Address 20110 31st Street					
8. City Bristol		9. State WI	10. Zip Code 53104		11. Date of Birth 09/13/66
12. Drivers License/State ID Number ON FILE			13. Drivers License/State ID State of Issuance WI		

Part C: Address History							
1. Do you currently live in Wisconsin? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No							
If yes, provide the month and year when you permanently moved to Wisconsin			(MM/YYYY) 01/1985				
2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.							
Previous Address 1 20110 31st Street		City Bristol	State WI	Zip Code 53104			
Previous Address 2		City	State	Zip Code			
Previous Address 3		City	State	Zip Code			
Previous Address 4		City	State	Zip Code			
Previous Address 5		City	State	Zip Code			
3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.							
State	County	State	County	State	County	State	County
State	County	State	County	State	County	State	County

Continued →


Part D: Business Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Undersigned**, authorize the above-named individual to act for the above-named corporation, nonprofit organization, or limited liability company with full authority and control of the premises and of all alcohol beverage activities on such premises. I certify that I am authorized by the above-named entity to authorize this individual to act on behalf of the entity. If I am appointing a successor agent, I rescind all previous agent appointments for this premises. Further, I understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name Bhardwaj		First Name Parveen	M.I.
Title Member	Email paul@goldenoilcompany.com		Phone (608) 449-0777
Signature 		Date 8/21/2025	

Part E: Agent Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Agent**, hereby accept this appointment as agent for the above-named corporation, nonprofit organization, or limited liability company and assume full responsibility for the conduct of all alcohol beverage activities on the premises for the above-named business. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name Bhardwaj		First Name Parveen	M.I.
Signature 		Date 8/21/2025	



WISCONSIN DEPARTMENT OF REVENUE
 PO BOX 8902
 MADISON, WI 53708-8902

Contact Information:

2135 RIMROCK RD PO BOX 8902
 MADISON, WI 53708-8902
 ph: 608-266-2776 fax: 608-224-5761
 email: DORBusinessTax@wisconsin.gov
 website: revenue.wi.gov

000596

Letter ID L1978295984

PARVEEN BHARDWAJ
 20110 31ST ST
 BRISTOL WI 53104-9106

Wisconsin Department of Revenue Seller's Permit

Legal/real name: PARVEEN BHARDWAJ
Business name: PUB 94
 11800 BURLINGTON RD
 KENOSHA WI 53144-7497

- This certificate confirms you are registered with the Wisconsin Department of Revenue and authorized in the business of selling tangible personal property and taxable services.
- You may not transfer this permit.
- This permit must be displayed at the place of business and is not valid at any other location.
- If your business is not operated from a fixed location, you must carry or display this permit at all events.

Tax Type	Account Type	Account Number
Sales & Use Tax	Seller's Permit	456-1022424466-04

Form
AB-200

Alcohol Beverage License Application

For Municipal Use Only
Municipality
License Period

License(s) Requested: (up to two boxes may be checked)

- Class "A" Beer \$ _____
 Class "B" Beer \$ _____
 "Class A" Liquor \$ _____
 "Class B" Liquor \$ _____
 "Class A" Liquor (cider only) \$ _____
 Reserve "Class B" Liquor \$ _____
 "Class C" Liquor (wine only) \$ _____

Fees	
License Fees	\$
Background Check Fee	\$
Publication Fee	\$
Total Fees	\$

Part A: Premises/Business Information			
1. Legal Business Name (individual name if sole proprietorship) Somers Market LLC			
2. Business Trade Name or DBA Somers Market LLC			
3. FEIN 88-4066112		4. Wisconsin Seller's Permit Number 456-1031823763-05	
5. Entity Type (check one) <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization			
6. State of Organization WI		7. Date of Organization 09/06/2022	8. Wisconsin DFI Registration Number S143303
9. Premises Address 11302 12th Street			
10. City Sturtevant		11. State WI	12. Zip Code 53177
13. County Kenosha	14. Governing Municipality: <input type="checkbox"/> City <input checked="" type="checkbox"/> Town <input type="checkbox"/> Village of: Somers		15. Aldermanic District
16. Premises Phone (262) 403-8036	17. Premises Email somersmarketplace@goldenoil	18. Website www.goldenoilcompany.com	
19. Premises Description - Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary. Beer Cave, Floor Displays, Cooler Doors, Back Room Storage, Behind Register Counter			
20. Mailing Address (if different from premises address) 1170 22nd Ave 2nd Floor			
21. City Kenosha		22. State WI	23. Zip Code 53140
Part B: Questions			
1. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list the details of violation below. Attach additional sheets if necessary.			
Law/Ordinance Violated	Location		Trial Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Law/Ordinance Violated	Location		Trial Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No	

Part D: Criminal History

1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? Yes No

If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.


Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No

2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? Yes No

If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.

Part E: Attestation

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to any involvement in another tier of the alcohol beverage industry as a restricted investor. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Signature 	Date 8/21/2025
-----------------------------------------------------------------------------------------------	----------------

Alcohol Beverage Individual Questionnaire

All individuals involved in the alcohol beverage business must complete this form, including:

- sole proprietor
- all officers, directors, and agent of a corporation or nonprofit organization
- all partners of a partnership
- members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Individual Questionnaires are submitted.

Part A: Business Information	
1. Legal Business Name (individual name if sole proprietor) Somers Market LLC	
2. Business Trade Name or DBA Somers Market LLC	
3. Entity Type (<i>check one</i>) <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization	

Part B: Individual Information				
1. Last Name Bhardwaj		2. First Name Parveen		3. M.I.
4. Relationship to Business (Title) Member		5. Email paul@goldenoilcompany.com		6. Phone (608) 449-0777
7. Home Address 20110 31st Street				
8. City Bristol		9. State WI	10. Zip Code 53104	11. Date of Birth 09/13/66
12. Drivers License/State ID Number ON FILE			13. Drivers License/State ID State of Issuance WI	

Part C: Address History							
1. Do you currently live in Wisconsin?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
If yes, provide the month and year when you permanently moved to Wisconsin			(MM/YYYY) 01/1985				
2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.							
Previous Address 1 20110 31st Street		City Bristol	State WI	Zip Code 53104			
Previous Address 2		City	State	Zip Code			
Previous Address 3		City	State	Zip Code			
Previous Address 4		City	State	Zip Code			
Previous Address 5		City	State	Zip Code			
3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.							
State	County	State	County	State	County	State	County
State	County	State	County	State	County	State	County

Continued →

2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol . . . Yes No beverages.
 If yes, describe the nature and status of pending charges using the space below. Attach additional sheets as needed.

3. Is the applicant business or any of its officers, directors, members, agent, employees, owners, or other related individuals or entities a restricted investor with any interest in an alcohol beverage producer or distributor? . . . Yes No
 If yes, provide the name of the restricted investor and describe the nature of the interest.

4. Is the applicant business owned by another business entity? Yes No
 If yes, provide the name(s) and FEIN(s) of the business entity owners below. Attach additional sheets as needed.

4a. Name of Business Entity	4b. Business Entity FEIN
-----------------------------	--------------------------

5. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. Yes No

6. Is the applicant business indebted to any wholesaler beyond 15 days for beer or 30 days for liquor/wine? Yes No

7. Does the applicant business owe past due municipal property taxes, assessments, or other fees? Yes No

Part C: Individual Information

List the name, title, and phone number for each person or entity holding the following positions in the applicant business or businesses listed in Part B, Question 4: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all members, managers, and agent of a limited liability company. Attach additional sheets if necessary.


Include Form AB-100 for each person listed below. Corporations and LLCs must appoint an agent by including Form AB-101.

Last Name	First Name	Title	Phone
Bhardwaj	Parveen	Member	608-449-0777

Part D: Attestation

One of the following must sign and attest to this application:
 • sole proprietor • one general partner of a partnership • one corporate officer • one member of an LLC

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name Bhardwaj	First Name Parveen	M.I.
Title Member	Email paul@goldenoilcompany.com	Phone (608) 449-0777
Signature 		Date 8/21/2025

Part E: For Clerk Use Only

Date Application Was Filed With Clerk	License Number	Date License Granted	Date License Issued
Signature of Clerk/Deputy Clerk		Date Provisional License Issued (if applicable)	

Alcohol Beverage Appointment of Agent

Agent Type <i>(check one)</i>	
<input checked="" type="checkbox"/> Original (no fee)	<input type="checkbox"/> Successor (\$10 fee for municipal licensees only)

Part A: Business Information	
1. Legal Business Name (individual name if sole proprietor) Somers Market LLC	
2. Business Trade Name or DBA Somers Market LLC	
3. Entity Type <i>(check one)</i> <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization	
4. Alcohol Beverage Business Authorization <i>(check one)</i> <input checked="" type="checkbox"/> Municipal Retail License <input type="checkbox"/> State Permit	5. If successor agent, provide State Permit or Municipal Retail License Number
6. Describe the reason for appointing a successor agent, if successor is checked above.	


Part B: Agent Information			
1. Last Name Bhardwaj	2. First Name Parveen	3. M.I.	
4. Email Paul@goldenoilcompany.com		5. Phone 608-449-0777	
6. Home Address 20110 31st Street			
7. City Bristol	8. State WI	9. Zip Code 53104	10. Date of Birth 09/13/66
11. Drivers License/State ID Number ON FILE		12. Drivers License/State ID State of Issuance WI	

Part C: Agent Questions	
1. Have you satisfied the responsible beverage server training requirement? Submit proof of completion.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2. Have you completed Form AB-100, <i>Alcohol Beverage Individual Questionnaire</i> (licensee) or Form AB-300, <i>Alcohol Beverage Personal Questionnaire</i> (permittee)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3. Have you been a Wisconsin resident for at least 90 continuous days?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Continued →


Part D: Business Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Undersigned**, authorize the above-named individual to act for the above-named corporation, nonprofit organization, or limited liability company with full authority and control of the premises and of all alcohol beverage activities on such premises. I certify that I am authorized by the above-named entity to authorize this individual to act on behalf of the entity. If I am appointing a successor agent, I rescind all previous agent appointments for this premises. Further, I understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name Bhardwaj		First Name Parveen	M.I.
Title Member	Email paul@goldenoilcompany.com		Phone (608) 449-0777
Signature 		Date 8/21/2025	

Part E: Agent Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Agent**, hereby accept this appointment as agent for the above-named corporation, nonprofit organization, or limited liability company and assume full responsibility for the conduct of all alcohol beverage activities on the premises for the above-named business. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name Bhardwaj		First Name Parveen	M.I.
Signature 		Date 8/21/2025	

Cigarette, Tobacco, and Electronic Vaping Device Retail License Application

FOR CLERKS ONLY
Municipality
License Period

Part A: Premises/Business Information			
1. Legal Business Name (individual name if sole proprietor) Somers Market LLC			
2. Business Trade Name or DBA Somers Market LLC			
3. FEIN 88-4066112		4. Wisconsin Seller's Permit Number 456-1031823763-05	
5. Entity Type (check one) <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation			
6. State of Organization WI		7. Date of Organization 09/06/2022	8. Wisconsin DFI Registration Number S143303
9. Premises Address (do not use PO Box) 11302 12th Street			
10. City Sturtevant		11. State WI	12. Zip Code 53177
13. County Kenosha	14. Governing Municipality: <input type="checkbox"/> City <input checked="" type="checkbox"/> Town <input type="checkbox"/> Village of: <u>Somers</u>		15. Aldermanic District
16. Mailing Address (if different from premises address) 1170 22nd Ave. 2nd Floor			
17. City Kenosha		18. State WI	19. Zip Code 53140
20. Premises Phone (262) 403-8036		21. Premises Email somersmarketplace@goldenoil.com	22. Website www.goldenoilcompany.com
23. Premises Description - Describe the building or buildings where cigarettes, tobacco products, and electronic vaping devices are to be sold and stored. Describe all rooms including living quarters, if used, for the sales and/or storage of cigarettes, tobacco products, and electronic vaping devices and records. Cigarettes, tobacco products, and electronic vaping devices may be sold and stored ONLY on the premises described in this application. Attach a floor plan if possible. Behind register counters, Locked display cabinets			

Part B: Questions	
1. What products will be sold at this business location? (check all that apply) <input checked="" type="checkbox"/> Cigarettes <input checked="" type="checkbox"/> Tobacco Products <input checked="" type="checkbox"/> Electronic Vaping Devices	
2. How will cigarettes, tobacco, and/or electronic vaping devices be sold? (check all that apply) <input checked="" type="checkbox"/> Over the counter <input type="checkbox"/> Vending machine	
3. Is the applicant business owned by another business entity? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, provide the name(s) and FEIN(s) of the business entity(s) below. Attach additional sheets if necessary 3a. Name of Business Entity: _____ 3b. FEIN of Business Entity: _____	

Part C: Individual Information

List the name, title, and phone number for each person or entity holding the following titles or positions in the applicant business and any businesses listed in Part B, Question 3: sole proprietor: all officers, directors, and agents of a corporation: all partners of a partnership: and all members and agents of a limited liability company. Attach additional sheets if necessary.

Include Form CTV-101, *Individual Questionnaire*, for each person listed below.

Last Name	First Name	Title	Phone
Bhardwaj	Parveen	Member	608-449-0777

Part D: Attestation

One of the following must sign and attest to this application:

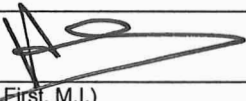
- sole proprietor • one general partner of a partnership • one corporate officer • one managing member of an LLC

READ CAREFULLY BEFORE SIGNING:

I understand and agree to the following:

- I will only purchase cigarettes, tobacco, and vapor products from distributors, jobbers, or subjobbers permitted by the Wisconsin Department of Revenue, unless I also hold the proper distributor's permit and pay all applicable excise taxes.
- I will not purchase or exchange products from another retailer, including transferring existing stock to a new owner.
- I will provide tobacco sales training that has been approved by the Wisconsin Department of Health Services to my employees. (<https://witobaccocheck.org>).
- I will not sell single cigarettes.
- I will not sell, give, or otherwise provide cigarettes, tobacco, or any nicotine products to minors.
- I will keep product invoices on the licensed premises for two years and ensure the records are available for inspection by law enforcement. Failure to comply with this will result in criminal penalties, including loss of inventory.
- I will not sell cigarettes or roll-your-own (RYO) tobacco products unless listed on the Wisconsin Department of Justice's directory of certified tobacco manufacturers and brands.

Further, under penalty provided by law, I state that this application has been truthfully answered to the best of my knowledge. I agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, cannot be assigned to another. Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Signature 		Date
		8/21/2025
Name (Last, First, M.I.) Bhardwaj, Parveen		
Title Member	Email paul@goldenoilcompany.com	Phone (608) 449-0777

Part E: For Clerk Use Only

Date application was filed with clerk	Date license issued	Date license expires	License number
License fees	Signature of Clerk/Deputy Clerk		

**Cigarette, Tobacco, and Electronic
Vaping Device - Individual Questionnaire**

Date
08/21/25

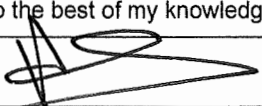
Part A: Business Information			
1. Legal Business Name (individual name if sole proprietor) Somers Market LLC			
2. Business Trade Name or DBA Somers Market LLC			
3. Entity Type (check one)			
<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation

Part B: Individual Information			
1. Name (Last) Bhardwaj	2. Name (First) Parveen	3. Name (M.I.)	
4. Relationship to Business (Title) Member	5. Email paul@goldenoilcompany.com	6. Phone (608) 449-0777	
7. Home Address 20110 31st Street			
8. City Bristol	9. State WI	10. Zip Code 53104	11. Date of Birth 09/13/66
12. Drivers License/State ID Number ON FILE		13. Drivers License/State ID State of Issuance WI	

Part C: Individual's Address History			
List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.			
Previous Address 1 20110 31st Street	City Bristol	State WI	Zip Code 53104
Previous Address 2	City	State	Zip Code
Previous Address 3	City	State	Zip Code
Previous Address 4	City	State	Zip Code
Previous Address 5	City	State	Zip Code
Previous Address 6	City	State	Zip Code
If applicable, list all states and counties you have lived in as an adult. Attach additional sheets if necessary.			
State	County	State	County
State	County	State	County

Continued →

Part D: Individual's Criminal History		
1. Have you ever been convicted of any offenses (other than traffic offenses) for violation of any federal, Wisconsin, or another state's laws, or of any county or municipal ordinances? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If yes to question 1, please list details of each conviction below:		
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
2. Are charges for any offenses currently pending against you (other than traffic offenses) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.		

Part E: Attestation by Individual	
READ CAREFULLY BEFORE SIGNING: I understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on an application for cigarette, electronic vaping devices, and tobacco products retail license may be required to forfeit not more than \$1,000 if convicted. I declare under penalties of the law that I have examined this information and, to the best of my knowledge, it is true, correct, and complete to the best of my knowledge and belief.	
Signature 	Date 8/21/2025

Part F: Licensing Authority Approval	
I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, this individual does not have a criminal record that would disqualify them from having an interest in a cigarette, tobacco product, or electronic vaping device retailer license according to sec. 134.65(1m), Wis. Stats.	
Name of Local Official	Title
Signature of Local Official	Date

Agent Type (check one): Original Change

Part A: Agent Information		
1. Last Name Bhardwaj	2. First Name Parveen	3. M.I.
4. Email paul@goldenoilcompany.com		5. Phone 608-449-0777
6. Home Address 20110 31st Street		
7. City Bristol		8. State WI
		9. Zip Code 53104
10. Date of Birth 09/13/1966	11. Drivers License/State ID Number ON FILE	12. Drivers License/State ID State of Issuance WI

Part B: Questions	
1. Have you completed Form CTV-101, <i>Cigarette, Tobacco, and Electronic Vaping Device - Individual Questionnaire</i> ? Submit a completed Form CTV-101 with this form. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
2. If this is a change of agent, please describe the reason for the agent change. Attach additional sheets if necessary.	

Part C: Business Information		
1. Legal Business Name (individual name if sole proprietor) Somers Market LLC		
2. Business Trade Name or DBA Somers Market LLC		
3. Entity Type (check one) <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation		
4. Premises Address 11302 12th Street		
5. City Sturtevant		6. State WI
		7. Zip Code 53177

Part D: Attestations	
<p>READ CAREFULLY BEFORE SIGNING: I, the Licensee or Permittee, authorize the above-named individual to act for the above-named corporation or limited liability company with full authority and control of the premises and of all business relative to cigarettes, tobacco products, and/or electronic vaping devices conducted therein. I certify that I am authorized by the entity to authorize this individual to act on behalf of the entity. If I am appointing a successor agent, I rescind all previous agent appointments for this premises. Further, I understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.</p>	
Signature of Licensee or Permittee (officer, member, or authorized signatory)	Date 8/21/2025
Name of Person Signing Parveen Bhardwaj	Title Member
<p>READ CAREFULLY BEFORE SIGNING: I, the Agent, hereby accept this appointment as agent for the above-named corporation or limited liability company and assume full responsibility for the conduct of all business relative to sales of cigarettes, tobacco products, and/or electronic vaping devices conducted on the premises for the above-named business. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this form, and that any person who knowingly provides materially false information on this form may be required to forfeit not more than \$1,000 if convicted.</p>	
Signature of Agent	Date 8/21/2025



WISCONSIN DEPARTMENT OF REVENUE
 PO BOX 8902
 MADISON, WI 53708-8902

Contact Information:

2135 RIMROCK RD PO BOX 8902
 MADISON, WI 53708-8902
 ph: 608-266-2776 fax: 608-224-5761
 email: DORBusinessTax@wisconsin.gov
 website: revenue.wi.gov

000230

Letter ID L1868912432

SOMERS MARKET LLC
 1170 22ND AVE FL 2ND
 KENOSHA WI 53140-1136

Wisconsin Department of Revenue Seller's Permit

Legal/real name: SOMERS MARKET LLC
Business name:
 11302 12TH ST
 STURTEVANT WI 53177-0000

- This certificate confirms you are registered with the Wisconsin Department of Revenue and authorized in the business of selling tangible personal property and taxable services.
- You may not transfer this permit.
- This permit must be displayed at the place of business and is not valid at any other location.
- If your business is not operated from a fixed location, you must carry or display this permit at all events.

Tax Type	Account Type	Account Number
Sales & Use Tax	Seller's Permit	456-1031823763-05



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

MEETING DATE: November 25, 2025

TO: Village President Stoner and Village Trustees

PREPARED BY: Wendy Burnette – Clerk/Treasurer

AGENDA ITEM: #16 Action on Operator’s Licenses: Michael Voss
Diane Gastaldi, Tessa Kunschke, Shena Turner

BACKGROUND:

Michael Voss, Diane Gastaldi, Tessa Kunschke, and Shena Turner have applied for operator’s licenses for the Village of Somers.

No discrepancies with the application.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

Staff recommends approval. In the event that the Village Board agrees with the recommendation to approve: Operators’ applications, a suggested motion would be as follows:

“Motion to approve Operator License for: Michael Voss, Diane Gastaldi, Tessa Kunschke, and Shena Turner.”

ATTACHMENTS:

None