

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

**Village Work Session Meeting  
Agenda  
Tuesday, May 5, 2026  
5:30 p.m.**

<b>Village Board Work Session Meeting:</b>	
<b>Item #</b>	
1	Call to Order
2	Administrator's Report
3	Building Inspection Report
4	Engineer's Report
5	President & Trustee Reports
6	Discuss amendment to the 2026 Capital Improvement Plan (CIP) funds for the purchase of new pumps and delay the "super flush" project.
7	Discuss and Update on the April 14 Tornado Damage
8	Discuss Development Agreement and Declaration of Covenants, Conditions, and Restrictions for the Streets of Maplecrest, Parcel 82-4-222-201-0100. <i>For information purposes, this is at the intersection of 18<sup>th</sup> Street (CTH L) and CTH H.</i>
9	Discuss Site Plan Review and Exterior Fenestration, Richard J Investments LLC, 2402 16th Pl., Kenosha, WI 53140 (Owner); Doug Anderson, Parcel 82-4-222-093-0461. <i>For information purposes, this is at the end of 87<sup>th</sup> Avenue, near Shoreland Lutheran High School.</i>
10	Discuss proposed financial management plan – Jon Cameron, Ehlers
11	Review and discuss funding options for FEMA Staffing for Adequate Fire and Emergency Response (SAFER) Grant
12	Discuss 7 <sup>th</sup> Place ownership and maintenance
13	Discuss update to Chapter 21 of Village Ordinances about Waste Collection and Removal to define how many receptacles a property owner is eligible for.
14	Discuss U.S. Department of Interior Consultation Notice Regarding Indian Gaming Regulatory Act for the Menominee Indian Tribe of Wisconsin – Kenosha 2023 Gaming Project. <i>For information purposes, this proposal is in the City of Kenosha.</i>
15	Review tentative agenda for Village Board meeting on May 12, 2026.
16	Adjourn

I hereby certify that as the designee of the chief elected official of the Village of Somers, I posted this notice of the May 5, 2026 Village Work Session & Agenda in 1 public place & on the Village website.

Dated this First day of May, 2026.

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  
VILLAGE BOARD  
WORK SESSION ITEM MEMORANDUM**

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**WORK SESSION:** May 5, 2026

**TO:** Village President Stoner and Village Trustees

**FROM:** Jim Hurley, Village Administrator  
Kevin Poirier, Assistant Administrator

**AGENDA ITEM:** #2 Administrator's Report

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Below please find a bulleted summary of major issues that Administration has worked on this past month:

**Development**

- Following the April 8<sup>th</sup> Work Session, met with Home Path to discuss updates to the proposed development agreement and declarations. Proposed revisions are included in the Work Session meeting packet.
- Met with a developer interested in a multi-family development. We advised of the Village's standards, which I suspect are higher than was anticipated. If we receive a completed checklist, then a follow up meeting will be scheduled.
- Following the Plan Commission and Village Board meetings, met with the Roers Development team regarding next steps. We explained that their items will go back to the Village Plan Commission for reconsideration on May 11<sup>th</sup>.

**Administration**

- Met with a local communications consultant to discuss assistance with the Village website, videos, newsletter, social media. Consultant would assist with the design of the new Village website, promotional material, and improved communications with residents going forward. Staff has received a proposal and is consideration options.
- Scheduled Training / Education Sessions for Village Plan Commission and Village Board. Training occurred May 4<sup>th</sup>. The Village Attorney is preparing materials that will be shared at the meeting.

- The Spring elections were held on April 7. There was a record number of participation. Clerk/Treasurer Burnette and her team handled it all very professionally, including running out of ballots due to the high turnout.
- Worked with Ehlers and Trustee Ostby on developing information for the financial management plan discussion. The discussion will include Fire/EMS Staffing.
- April 9, staff met with a vendor that makes polymer concrete which provides more protection from sewer gas. This product could be used in the future when replacing sewer infrastructures. It comes with a 50-year warranty.
- On April 10, staff and President Stoner met with representatives of the State and County to discuss the Speed Study on Sheridan Rd. April 13, Assistant Administrator Poirier met with the County Planning Directors to share issues with other municipalities. Lack of housing was the main issue discussed. Kenosha County is funding a Comprehensive Housing Study and Needs Assessment which Tracy Cross & Associates has already started.
- April 14, the Village was struck with an EF1 tornado that caused damage in the heart of the Village and at the Village Hall. A full report is provided in the packet.



- 12<sup>th</sup> Street Water Main meeting. Met with Baxter & Woodman and PTS Contractors to discuss the status of construction. Additional information is in the engineering report.
- At the Village Board Meeting April 28, the Somers Fire Chief Andersen gave Village employees who responded to the April 14 tornado incident a certificate of appreciation

for going above and beyond the call of duty. Seventeen members of the Fire Department and seven Public Works employees were recognized for their performance.



- Kenosha County will hold its annual Household Hazardous Waste e-waste & Refrigerant collection from 8 a.m. to 1 p.m. May 30 at the Keosha County Public Works garage in Bristol.
- Public Works employees continue to replace water meters throughout the Village. They are now down to the last few hundred.
- Utilities Manager Fugate has been working with our auditors and staff to finish the annual report to the Public Service Commission, which was submitted on April 28.
- Staff has continued to work on the conventional rate case, which must be completed by March 27, 2027.
- Assistant Administrator Poirier, Trustee Harbach and Ostby and Supervisor Armes attended the Bi-County Council of Governments on Aril 25. The annual event is a great opportunity to speak with representatives of neighboring communities. The event focused on the housing shortage in the Racine/Kenosha area. The presentation is available at this link: <https://acrobat.adobe.com/id/urn:aaid:sc:US:b0e4457b-45d5-4ee7-b4e9-806b78da7c98> , a video presentation by Travel Wisconsin outlines new efforts to attract filming in Wisconsin: <https://www.youtube.com/watch?v=g3f694OKiYs>



- Senator Ron Johnson’s representative Paul Truess was also there and reminded of the importance of the ZIP Code Bill that is in the Committee on Homeland Security and Governmental Affairs waiting for Senator Johnson’s support. Additional letters of support were sent out at the request of Glendale Mayor Bryan Kennedy.
- The National ZIP Code coalition has created a dedicated website outlining the issue and the communities’ efforts to resolve them: <https://national-zip-code-advocacy-coalition.streamlit.app/>
- Public Works installed an upsized pump at 45<sup>th</sup> Street Lift Station. Staff expect it will improve inflow during heavy rains, and reduce overtime costs.
- The Village was awarded a Local Road Improvement Program grant in the amount of \$34,030.42 which will be used for our 2026 paving program. The funds will be applied to the Valley View Subdivision, which will go out to bid on May 7.
- Somers Utilities Manager Fugate graduated from Gateway Technical College in April with a Civil Engineering / Highway Technology degree.

## Fire Department



- The Somers Fire & Rescue Department Association held its annual Easter Egg Hunt. Because of poor weather conditions this year, it was held inside but was very successful. About a hundred residents participated. The Easter Egg Hunt is an annual event.

## April 2026 Building Permit Report

Permit Types	April	YTD
Accessory Buildings	2	5
Addition	0	1
Alterations	5	14
Commercial	0	1
Deck	1	2
Dumpster	0	1
Electrical	10	25
Fence	3	5
Garage	1	1
Foundation Repairs	0	1
Land Disturbance	0	1
Mechanical	4	34
New House	0	1
Occupancy	0	1
Other	1	1
Plumbing	4	18
Razing	1	2
Roofing	1	4
Service	1	1
Siding	0	1
Sign	1	3
New Single Family	0	1
Work in the Right of Way	0	9
<b>Total</b>	<b>35</b>	<b>133</b>
<b>Total Revenue</b>	<b>\$ 47,970.30</b>	<b>\$ 111,201.15</b>

<b>2025 Revenue</b>	<b>\$ 19,078.43</b>	<b>\$ 36,821.09</b>
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**VILLAGE OF SOMERS**  
**Engineer's Report**  
**April 28, 2026**

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**2025 Roadway Improvements – Project No. 2500381**

- The project includes pulverizing and repaving Petrifying Springs Estates and 96<sup>th</sup> Avenue at CTH S.
- The final walk thru was last week. The final payment should occur in May.

**Somers Creek (Formerly Willow Creek) – Project No. 2401633**

- The developer is Bear Development LLC; the design engineer is Pinnacle Engineering. The project is located south of 12<sup>th</sup> Street on the east side of Pike Creek.
- The public improvements consist of water main, sanitary sewer, roadway and ditches, storm sewer, and pedestrian trail.
- Sanitary sewer is complete and being tested. Water main should be completed by the first week in May. Water services should be done in May.

**12<sup>th</sup> Street Water Main and Water Transfer Station – Project No. 2500618**

- PTS is the main water contractor; Lee Mechanical is the transfer station contractor.
- The preconstruction meeting was held on March 19, 2026; we continue to meet on Thursday morning for items that will occur the following week.
- We still need approval from the railroad; they keep promising the permit is on its way.
- PTS plans to be done by July 4<sup>th</sup>.

**Sanitary Sewer Rehabilitation – Project No. 2500603**

- The project includes the rehabilitation or replacement of sanitary sewers, building laterals, and manholes with approximately 35,700 LF of main, 390 laterals, and 150 manholes. The areas are Valley View Area, Country Charms Area, and Parkway Area “Beix.
- We have received the televising report from Great Lakes TV and will begin work on the engineering plans.

**Invenergy Gas Power Plant (Red Oak Ridge) – Project No. 2501880.00**

- This proposed development is a natural gas power plant located south of Flint 94 within Paris.
- We are assisting the developer with plan review and the water diversion application, which cannot be submitted until the property annexes.
- We are waiting for the developer schedule, memo of understanding, and rendering of landscape features.

**Tractor Supply and Property North – Project No. 2501649**

- We are waiting for plans from Tractor Supply, just east of the connection of 28<sup>th</sup> Pl. to STH 31.
- We prepared a sketch for an access easement to 28<sup>th</sup> Pl. to exchange for 80-foot-wide future right of way on the parcel north and prepared an addendum to the 2008 STH 31 access plan.

**Bella Terra Subdivision – Project No. 2501880.00**

- Mastercraft was informed to provide a design including curb and storm sewer.
- This redesign will require a new look at stormwater management to improve downstream stormwater conditions.

**VILLAGE OF SOMERS**  
**Engineer's Report**  
**April 28, 2026**

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**Truck Country – Project No. 2502017.00**

- Truck Country is proposing a new store on the west side of I-94 just south of the concrete plant.
- The project will require water main and sanitary sewer extensions under I-94 by the developer and an amendment to the 2022 DNR Water Diversion. We recently received yearly water use projections from the developer and are verifying this property can be served by the Village without an increase in the 1.2 million gallon per day diversion allowance or limitations on water use for future development within the approved diversion area.
- We have received Truck Country engineering plans, and they are currently being reviewed. Their plans cannot be approved until the diversion amendment is approved.
- We are coordinating Truck Country and Invenergy for the most efficient way to provide water and sewer service west of I-94.

**Maplecrest Subdivision – Project No. 2500325**

- The Developer is Home Path Financial, and the Engineer is Atwell.
- Comments on the engineering were sent to the developer on March 3.

**2026 Roadway Improvements – Project No. 2600188**

- The project includes pulverizing/milling and repaving the Valley View Subdivision which includes 45<sup>th</sup> St., 64<sup>th</sup> Ave., 63<sup>rd</sup> Ave., 46<sup>th</sup> Pl., 48<sup>th</sup> St., and 50<sup>th</sup> St.
- The project is out for bids with a bid opening on May 7.
- The Village is getting WisDOT Local Road Improvement Program (LRIP) partial funding for the project. The State Municipal Agreement (SMA) must be signed before work begins; this is anticipated in July.

**Roers Development – Project No. 2500577**

- This project is just west of Fire Station 2 on 12<sup>th</sup> Street.
- This project is on hold pending planning commission action.

**Rasmussen Development – Project No. 2600452**

- This project is adjacent to 1<sup>st</sup> Street with portions within the KR water and sewer service area.
- Separately, we are contacting the City of Racine to provide water and sewer service from Somers.
- This project is on hold pending planning commission action.

**TID 1 and TID 2 Improvements – Project No. 2501793**

- Improvements are needed at the Pike Creek Lift Station and Force Main to provide service to the undeveloped lands in these TID areas. Improvements are needed at two master water meter connections to Kenosha.
- Estimates were made available for possible TID funding consideration.

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

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**WORK SESSION:** May 5, 2026

**TO:** Village President Stoner and Board of Trustees

**PREPARED BY:** Joshua Fugate, Utilities Manager

**REVIEWED BY:** Kevin Poirier, Assistant Administrator

**AGENDA ITEM:** #6 Review and Discuss amendment to the 2026 Capital Improvement Plan (CIP) funds for the purchase of new pumps and delay the “super flush” project.

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**BACKGROUND:**

Staff is requesting direction on reallocating a portion of the 2026 Capital Improvement Plan (CIP) funds currently designated for a “super flush” of the Pike Creek force main. There is \$50,000 budgeted for this work. Staff recommends postponing this project until funding eligibility through Tax Increment District (TID) sources can be evaluated. Delaying this work may reduce or eliminate the need to use utility reserves.

In the interim, staff recommends reallocating approximately \$2,200 of the budgeted funds to purchase an additional submersible sewage pump for the 45th Avenue Lift Station. There is still \$3,900 remaining in the back up submersible pump CIP which would cover the remaining costs.

**UPDATE:**

During the significant rainfall events in mid-April 2026, the 45th Avenue Lift Station experienced elevated sewer flows that exceeded its pumping capacity.

As a result:

- Staff had to deploy the vacuum truck to remove sewage from the station and put it downstream into gravity fed sanitary sewer.
- Staff incurred a significant amount of overtime
- This action was necessary to prevent sewer backups in nearby areas, including:
  - Eaglewood
  - Parkside Springs

- 52nd Avenue

The issue occurs because the downstream Pike Creek Lift Station operates at high capacity during storms, which limits the ability of the 45th Avenue station to discharge flow efficiently.

A backup submersible pump (budgeted for 2026) was installed at the 45th Avenue station on April 20, 2026.

- Current pump capacity under peak conditions: ~120 gallons per minute (GPM)
- Estimated inflow during rain events: ~160 GPM

This results in a shortfall, meaning sewage can accumulate faster than it is pumped out.

#### COMMENTS:

Staff recommends purchasing and installing one additional upsized submersible pump at the 45th Avenue Lift Station.

#### Purpose:

- Increase total pumping capacity
- Better match peak inflow during storm events
- Eliminate risk of sewer backups
- Eliminate reliance on emergency measures such as vacuum truck pumping

#### Operational:

- Improves system reliability during heavy rain events
- Reduces emergency response and staff time

#### Financial:

- Estimated cost: ~\$6,100
- Funded through reallocation of existing CIP funds
- No immediate impact on utility reserves

#### FINANCIAL OR BUDGET CONSIDERATION:

This would reduce the CIP expense from the Sewer fund by \$47,800 for 2026 and provide a fully functioning Eaglewood Lift Station with a redundant pump installed in case the first one was to fail.

#### ATTACHMENTS:

Pump Quote

Invoice for pump currently installed

Amended CIP



# Proposal

Date: April 7, 2026

Quotation valid until: May 7, 2026

**Prepared for:** Josh Fugate  
Village / Town of Somers  
7511 12th Street, P.O. Box 197 Somers, WI 5317  
[Email: JSullivan@somerswi.gov](mailto:JSullivan@somerswi.gov)  
Office: 262-859-2822 Cell: 262-220-5822 Fax: 262-859-2331

Prepared by: **Brandon Mancilla**

Quotation Number: 040726 BJM

Project Reference: Grundfos Pump

We are pleased to offer the following quotation for your consideration:

Quantity	Description	Unit Price
1	Grundfos SL1.20.A30.40.EX.2.61R.C Non-self-priming, single-stage, centrifugal pump designed for handling wastewater, process water and unscreened raw sewage. The pump is designed for intermittent and continuous operations in submerged installation. The revolutionary S-tube® impeller provides free spherical passage of solids up to 1.97 in and is suitable for wastewater with a dry matter content of up to 3 %. A unique stainless-steel clamp assembling system enables quick and easy disassembly of the pump from the motor unit for service and inspection. No special tools are required.	
<b>Total Price</b>		<b>\$5,875.00</b>

**TERMS:** See attached sheet for detailed terms and conditions.

**FREIGHT:** F.O.B. Shipping Point, with Freight Prepaid and Added to the Invoice.

**START-UP:** NO day(s) of start up services are included. Any additional will be billed at our standard rate.

**TAXES:** ALL applicable taxes must be added. If exempt, please provide an exemption certificate with order.

**SUBMITTALS:** weeks after receipt of order.

**DELIVERY:** 2 to 3 weeks after approval and authorization to proceed.

**DURATION:** After 30 days, we reserve the right to review, amend, or withdrawal this proposal.

Respectfully submitted,  
Brandon Mancilla

Orders should be sent to: [sales@williamreidltd.com](mailto:sales@williamreidltd.com)

# Submittal Data

PROJECT:	UNIT TAG:	QUANTITY:
REPRESENTATIVE: _____	TYPE OF SERVICE:	DATE: _____
ENGINEER:	APPROVED BY:	DATE:
CONTRACTOR:	ORDER NO.:	DATE:

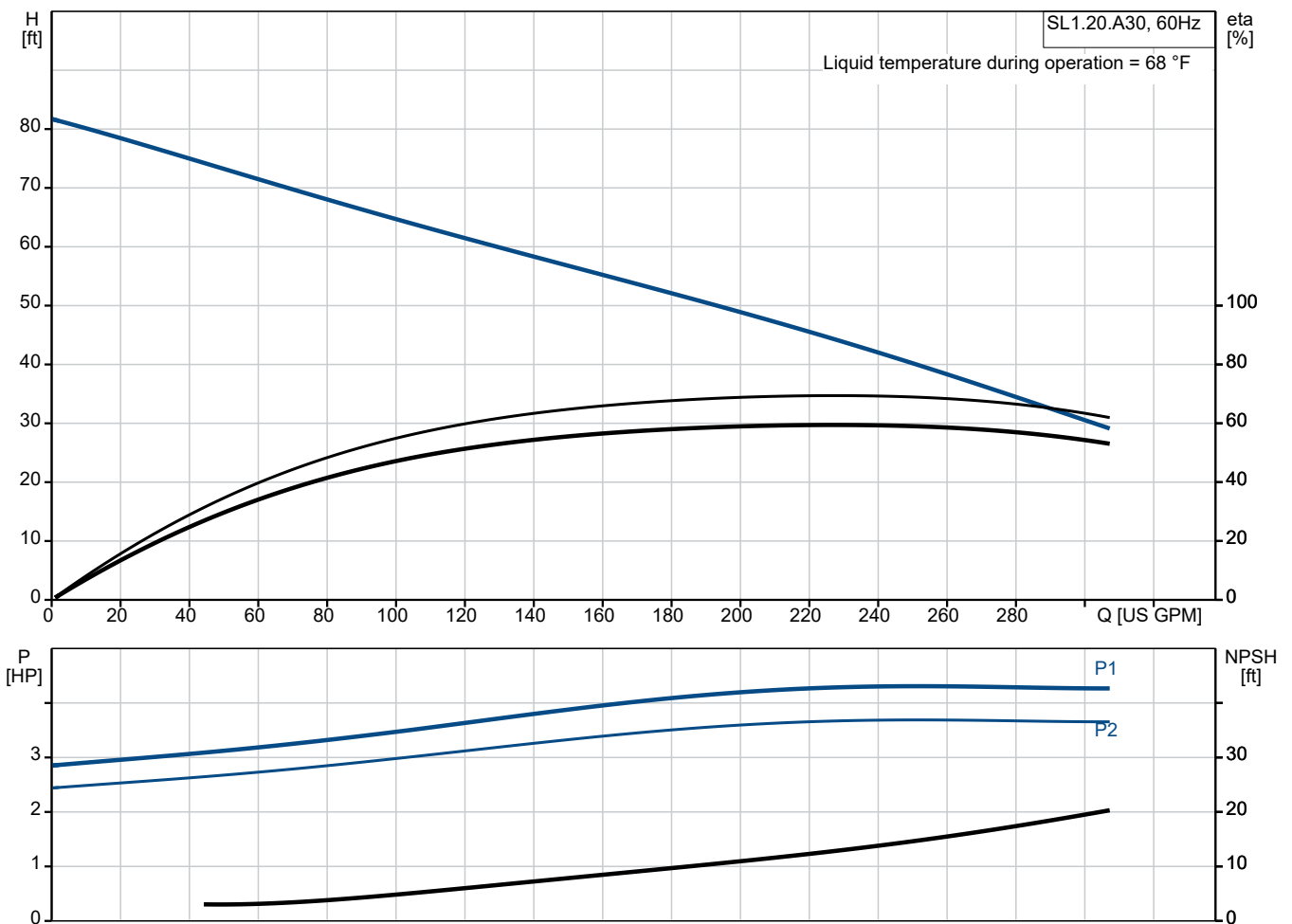
## SL1.20.A30 .40.EX.2.61R.C



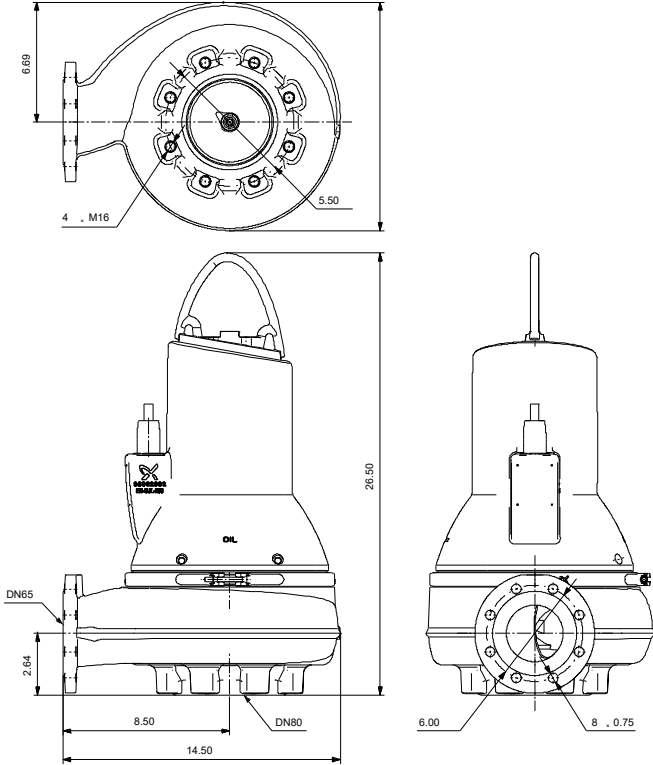
Submersible Grundfos SL sewage pumps (1.1-11 kW) are fitted with an S-tube® impeller. The free passage through the pump varies from 50-100 mm depending on size.

Note! Product picture may differ from actual product

Conditions of Service	Pump Data	Motor Data
Temperature: 68 °F	Liquid temperature range: 32 .. 104 °F	Mains frequency: 60 Hz
Specific Gravity: 1.000	Maximum ambient temperature: 104 °F	Enclosure class: IP68
	Product number: On request	Eta 1/1: 85.5 %



# Submittal Data



**Materials:**  
 Pump housing: Cast iron  
 ASTM A48-250B  
 Impeller: Cast iron  
 ASTM A48-250B  
 EN 5.1301 EN-GJL-250  
 Motor: EN-GJL-250

Qty.	Description
1	<p data-bbox="204 383 507 405"><b>SL1.20.A30 .40.EX.2.61R.C</b></p> <div data-bbox="244 495 539 674" style="text-align: center;">  </div> <p data-bbox="595 725 1062 748" style="text-align: center;"><b>Note! Product picture may differ from actual product</b></p> <p data-bbox="204 757 480 779">Product No.: On request</p> <p data-bbox="204 831 1428 880">Non-self-priming, single-stage, centrifugal pump designed for handling wastewater, process water and unscreened raw sewage.</p> <p data-bbox="204 889 1449 987">The pump is designed for intermittent and continuous operations in submerged installation. The revolutionary S-tube® impeller provides free spherical passage of solids up to 1.97 in and is suitable for wastewater with a dry matter content of up to 3 %. A unique stainless-steel clamp assembling system enables quick and easy disassembly of the pump from the motor unit for service and inspection. No special tools are required.</p> <p data-bbox="204 1001 512 1030"><b>Further product details</b></p> <p data-bbox="204 1037 1409 1086">The pump is suitable for both temporary and permanent installation either as free-standing on ring stand or on an auto-coupling system.</p> <p data-bbox="204 1095 284 1124"><b>Pump</b></p> <p data-bbox="204 1131 1054 1160">The pump housing, motor top and impeller are made of cast iron (EN-GJL-250).</p> <p data-bbox="204 1162 986 1191">All surfaces of the cast iron parts are protected with cathodolysis coating.</p> <p data-bbox="204 1193 1437 1243">The surface of the cast iron pump parts is afterwards painted with environmental friendly powder coating (type NCS 9000N (black), gloss code 30, thickness 100 µm) which ensures high impact and corrosion protection.</p> <p data-bbox="204 1245 1458 1294">The final pump is assembled from already painted parts which ensures that no rust or scale can be formed in grooves between parts, etc.</p> <p data-bbox="204 1301 1390 1350">The S-tube® impeller is providing free spherical passage through the impeller and pump housing and creates a natural extension of the pipework connected to the pump.</p> <p data-bbox="204 1357 1425 1406">The S-tube® impeller is a wet-balanced and tube-shaped channel impeller placed in a pump housing that matches the smooth tube shape leaving no obstructions or dead zones.</p> <p data-bbox="204 1413 1442 1496">The key to the S-tube® design is simplicity, with no cutting or moving functions that can get worn over time, thereby ensuring constant, superior efficiency. The simple design means lower life cycle costs because abrasive wear is reduced and there are fewer clogging incidents.</p> <div data-bbox="236 1581 539 2033" style="text-align: center;">  </div>

Qty.	Description																		
1	<p>The shaft seal consists of two mechanical seals that ensure a reliable sealing between the pumped liquid and motor. The shaft seals are incorporated in a single-unit cartridge shaft seal system that is easy to replace in the field without use of special tools.</p> <p>The combination of the primary and secondary seals in a cartridge shaft seal system results in a shorter assembly length compared to conventional shaft seals.</p> <ul style="list-style-type: none"> <li>- Primary seal: Silicon carbide/silicon carbide (SiC/SiC)</li> <li>- Secondary seal: Carbon/Ceramics</li> </ul> <p>The shaft seal is bidirectional, meaning it operates correctly in case of backflow through the pump.</p> <div data-bbox="225 633 544 792" data-label="Image"> </div> <p>The pump is approved according to CSA, FM. The pump is approved for installation in explosive atmospheres and holds the following examination certificate:</p> <ul style="list-style-type: none"> <li>- ATEX (EU): KEMA08ATEX0125X</li> <li>- IECEX: IECEX KEM08.0039X</li> </ul> <p>The certificate has been issued according to the ATEX directive (94/9/EC). For applications involving a risk of explosion, or where otherwise required, the pump is approved as Class 1, Division 1, Groups C and D. Note: Explosion-proof pumps must always be fully submerged.</p> <p><b>Motor</b></p> <p>The motor is a watertight, totally encapsulated motor supplied with a 49.2 ft power cable. The stainless steel plug is fastened with a union nut. This nut and the O-rings provide sealing against ingress of the liquid.</p> <p>The plug is polyurethane-embedded, ensuring a watertight and durable seal around the leads of the cable. This prevents the ingress of water into the motor through the cable in case of cable breakage or adverse handling in connection with installation or service.</p> <p>A compact motor construction with a short shaft reduces vibrations, resulting in an increased efficiency and lifetime of the shaft seal and ball bearings.</p> <p>The motor features built-in thermal protection to protect the motor against overheating and ensure the reliability.</p> <p>The pump is equipped with the following sensor(s):</p> <ul style="list-style-type: none"> <li>- A digital moisture switch that is fitted in the motor chamber monitors whether water enters the motor chamber. If moisture is detected in the motor chamber, the switch will trip and send a warning to the sensor module.</li> </ul> <p>The pump is designed for speed-controlled operation to keep the energy consumption at a minimum. To avoid the risk of sedimentation in the pipes, we recommend that you operate the speed-controlled pump within a speed range of 30 % to 100 % and at a flow rate above 1 m/s.</p> <p>Controls:</p> <table data-bbox="201 1646 845 1713"> <tr> <td>Moisture sensor:</td> <td>with moisture sensors</td> </tr> <tr> <td>Water-in-oil sensor:</td> <td>without water-in-oil sensor</td> </tr> </table> <p>Liquid:</p> <table data-bbox="201 1780 694 1892"> <tr> <td>Liquid temperature range:</td> <td>32 .. 104 °F</td> </tr> <tr> <td>Selected liquid temperature:</td> <td>68 °F</td> </tr> <tr> <td>Density:</td> <td>62.29 lb/ft<sup>3</sup></td> </tr> </table> <p>Technical:</p> <table data-bbox="201 1960 710 2105"> <tr> <td>Maximum flow:</td> <td>308 US GPM</td> </tr> <tr> <td>Type of impeller:</td> <td>S-TUBE</td> </tr> <tr> <td>Max. Particle:</td> <td>1.97 in</td> </tr> <tr> <td>Primary shaft seal:</td> <td>SIC/SIC</td> </tr> </table>	Moisture sensor:	with moisture sensors	Water-in-oil sensor:	without water-in-oil sensor	Liquid temperature range:	32 .. 104 °F	Selected liquid temperature:	68 °F	Density:	62.29 lb/ft <sup>3</sup>	Maximum flow:	308 US GPM	Type of impeller:	S-TUBE	Max. Particle:	1.97 in	Primary shaft seal:	SIC/SIC
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Max. Particle:	1.97 in																		
Primary shaft seal:	SIC/SIC																		

Qty.	Description
1	<p>Approvals: CSA, FM</p> <p>Curve tolerance: ANSI/HI11.6:2017 3B2</p> <p>Cooling jacket (Yes/No): N</p> <p>Materials:</p> <p>Pump housing: Cast iron EN 5.1301 EN-GJL-250 ASTM A48-250B</p> <p>Impeller: Cast iron EN 5.1301 EN-GJL-250 ASTM A48-250B</p> <p>Motor: EN-GJL-250</p> <p>Installation:</p> <p>Range of ambient temperature: -4 .. 104 °F</p> <p>Maximum operating pressure: 87.02 psi</p> <p>Type of inlet connection: ANSI</p> <p>Type of outlet connection: ANSI</p> <p>Size of inlet connection: DN 65</p> <p>Size of outlet connection: DN 80</p> <p>Pressure rating for connection: PN 10</p> <p>Maximum installation depth: 39.4 ft</p> <p>Auto coupling: 97626239</p> <p>Frame range: B</p> <p>Electrical data:</p> <p>Power input P1: 5.1 HP</p> <p>Rated power - P2: 4 HP</p> <p>Mains frequency: 60 Hz</p> <p>Rated voltage: 3 x 230/460V V</p> <p>Voltage tolerance: +10/-10 %</p> <p>Max starts per hour: 20</p> <p>Rated current: 11.4/6 A</p> <p>Starting current: 80 A</p> <p>Cos phi - power factor: 0.89</p> <p>Cos phi - p.f. at 3/4 load: 0.86</p> <p>Cos phi - p.f. at 1/2 load: 0.8</p> <p>Rated speed: 3480 rpm</p> <p>Motor efficiency at full load: 85.5 %</p> <p>Motor efficiency at 3/4 load: 85.9 %</p> <p>Motor efficiency at 1/2 load: 85.3 %</p> <p>Number of poles: 2</p> <p>Method of start: SD</p> <p>Enclosure class (IEC 34-5): IP68</p> <p>Insulation class (IEC 85): H</p> <p>Explosion proof: yes</p> <p>Ex-protection standard: THERMAL SWITCH</p>



Company name:

Created by:

Phone:

Date:

07/04/2026

Qty.	Description
1	Power cable type: SEOOW 600V Length of power cable: 49.2 ft Power plug: C/D  Others: Net weight: 215 lb Gross weight: 259 lb Country of origin: US Custom tariff no.: 8413.70.2004



Company name:

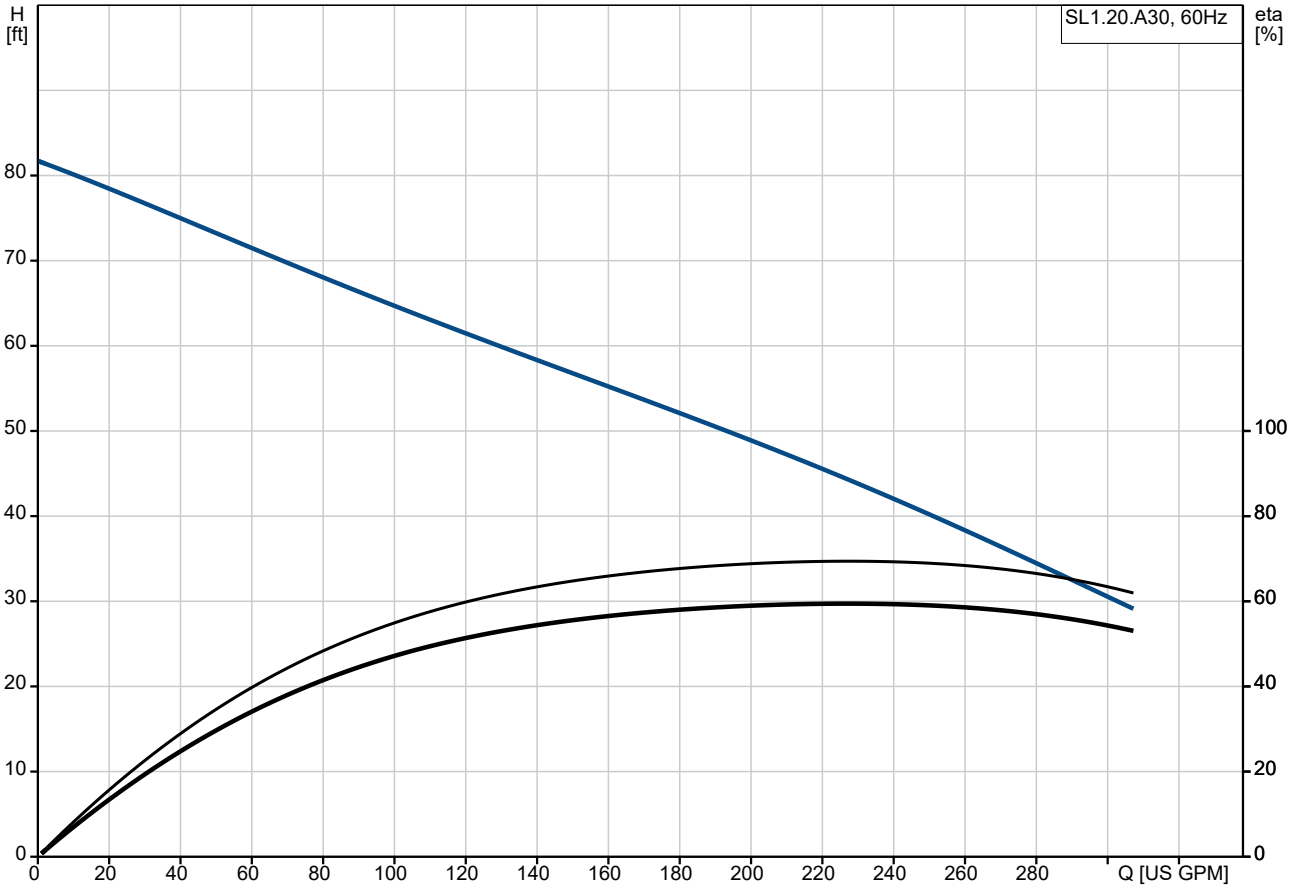
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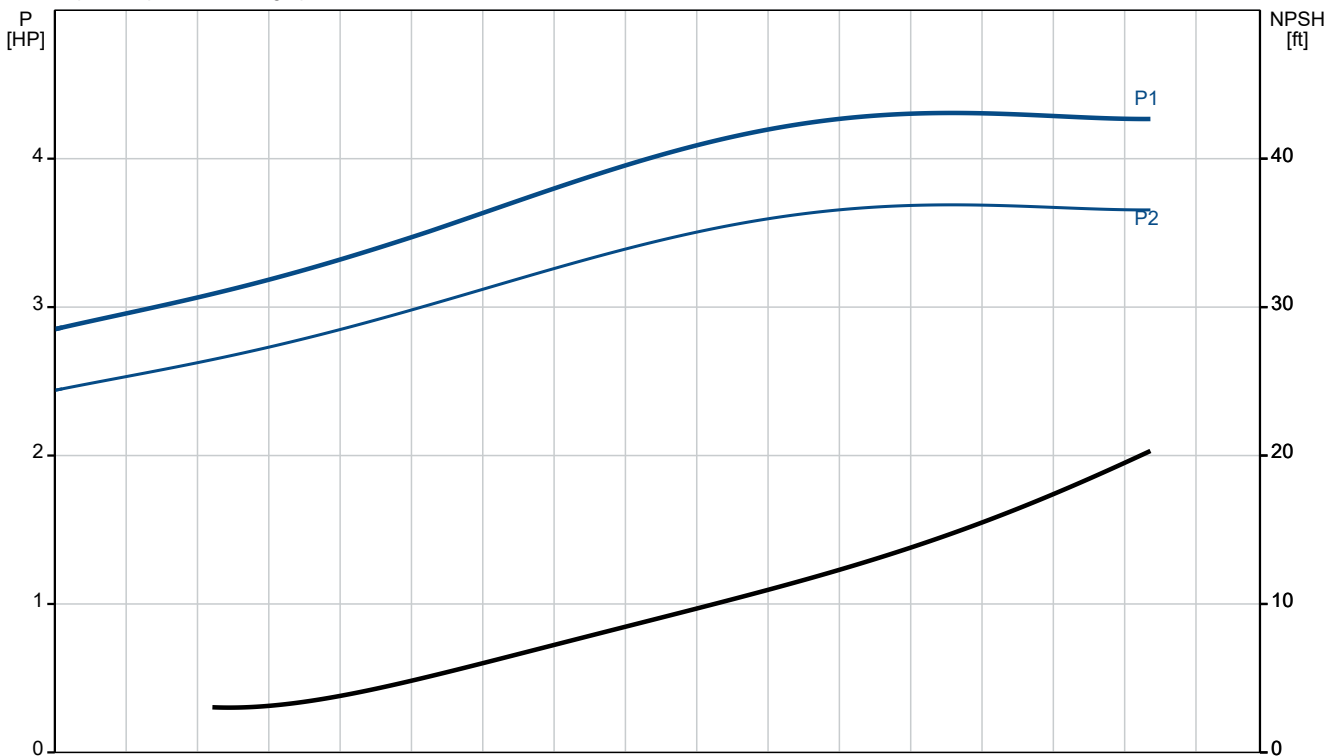
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07/04/2026

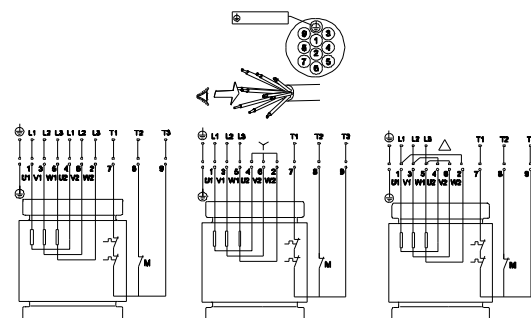
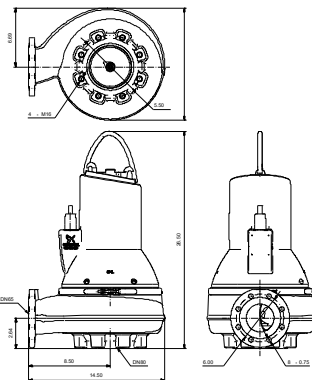
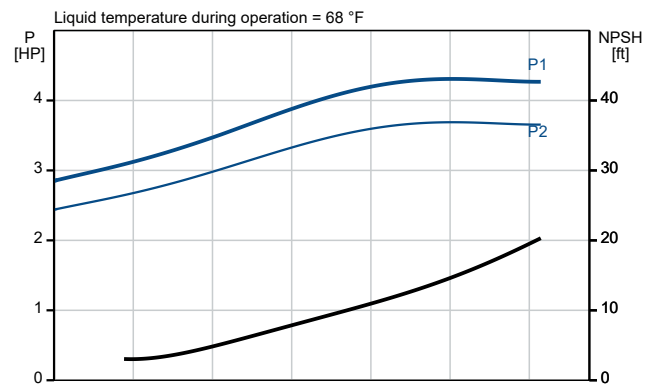
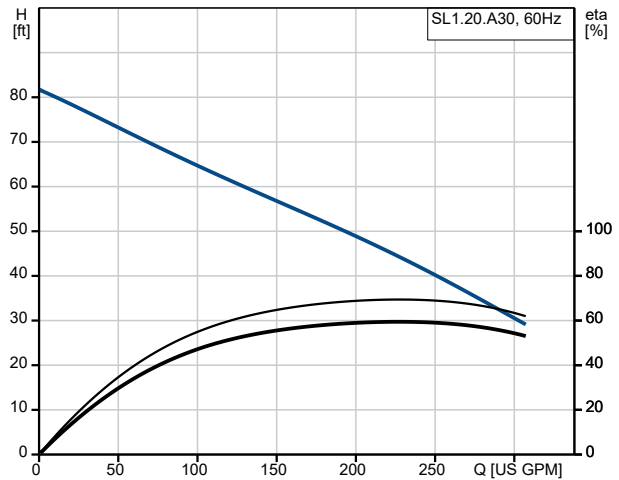
### On request SL1.20.A30 .40.EX.2.61R.C 60 Hz



Liquid temperature during operation = 68 °F



Description	Value
<b>General information:</b>	
Product name:	SL1.20.A30 .40.EX.2.61R.C
Product No:	On request
EAN number:	On request
<b>Technical:</b>	
Maximum flow:	308 US GPM
Maximum head:	81.7 ft
Type of impeller:	S-TUBE
Max. Particle:	1.97 in
Primary shaft seal:	SIC/SIC
Approvals:	CSA, FM
Curve tolerance:	ANSI/HI11.6:2017 3B2
Cooling jacket (Yes/No):	N
<b>Materials:</b>	
Pump housing:	Cast iron
	EN 5.1301 EN-GJL-250
	ASTM A48-250B
Impeller:	Cast iron
	EN 5.1301 EN-GJL-250
	ASTM A48-250B
Motor:	EN-GJL-250
<b>Installation:</b>	
Range of ambient temperature:	-4 .. 104 °F
Maximum operating pressure:	87.02 psi
Type of inlet connection:	ANSI
Type of outlet connection:	ANSI
Size of inlet connection:	DN 65
Size of outlet connection:	DN 80
Pressure rating for connection:	PN 10
Maximum installation depth:	39.4 ft
Inst dry/wet:	SUBMERGED
Installation:	Vertical
Auto coupling:	97626239
Frame range:	B
<b>Liquid:</b>	
Liquid temperature range:	32 .. 104 °F
Selected liquid temperature:	68 °F
Density:	62.29 lb/ft <sup>3</sup>
<b>Electrical data:</b>	
Power input P1:	5.1 HP
Rated power - P2:	4 HP
Mains frequency:	60 Hz
Rated voltage:	3 x 230/460V V
Voltage tolerance:	+10/-10 %
Max starts per hour:	20
Rated current:	11.4/6 A
Starting current:	80 A
Cos phi - power factor:	0.89
Cos phi - p.f. at 3/4 load:	0.86
Cos phi - p.f. at 1/2 load:	0.8
Rated speed:	3480 rpm
Motor efficiency at full load:	85.5 %
Motor efficiency at 3/4 load:	85.9 %
Motor efficiency at 1/2 load:	85.3 %
Number of poles:	2
Method of start:	SD
Enclosure class (IEC 34-5):	IP68





Company name:

Created by:

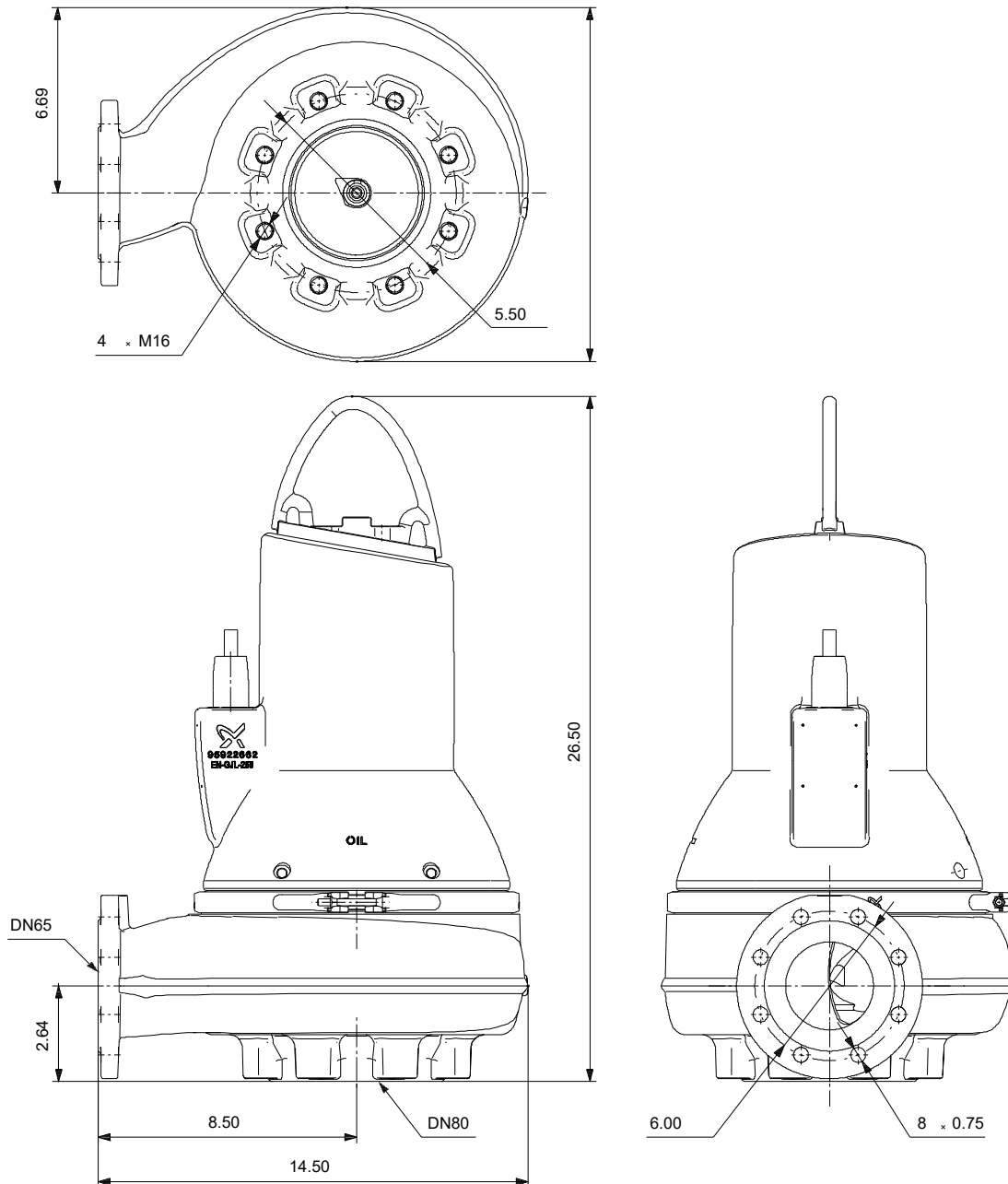
Phone:

Date:

07/04/2026

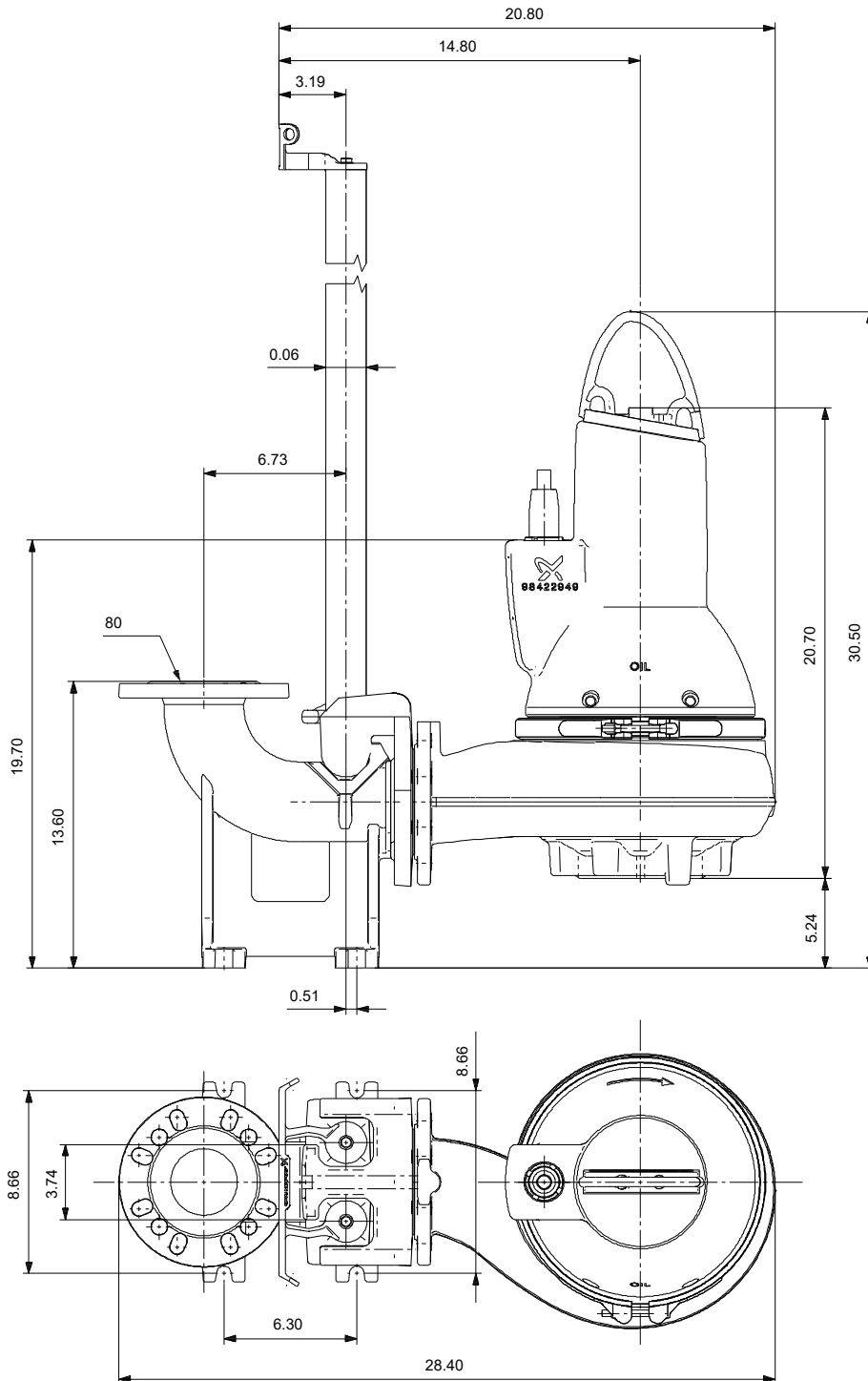
Description	Value
Insulation class (IEC 85):	H
Explosion proof:	yes
Ex-protection standard:	THERMAL SWITCH
Power cable type:	SEOOW 600V
Length of power cable:	49.2 ft
Power plug:	C/D
<b>Controls:</b>	
Control box:	not included
Moisture sensor:	with moisture sensors
Water-in-oil sensor:	without water-in-oil sensor
<b>Others:</b>	
Net weight:	215 lb
Gross weight:	259 lb
Country of origin:	US
Custom tariff no.:	8413.70.2004

## On request SL1.20.A30 .40.EX.2.61R.C 60 Hz



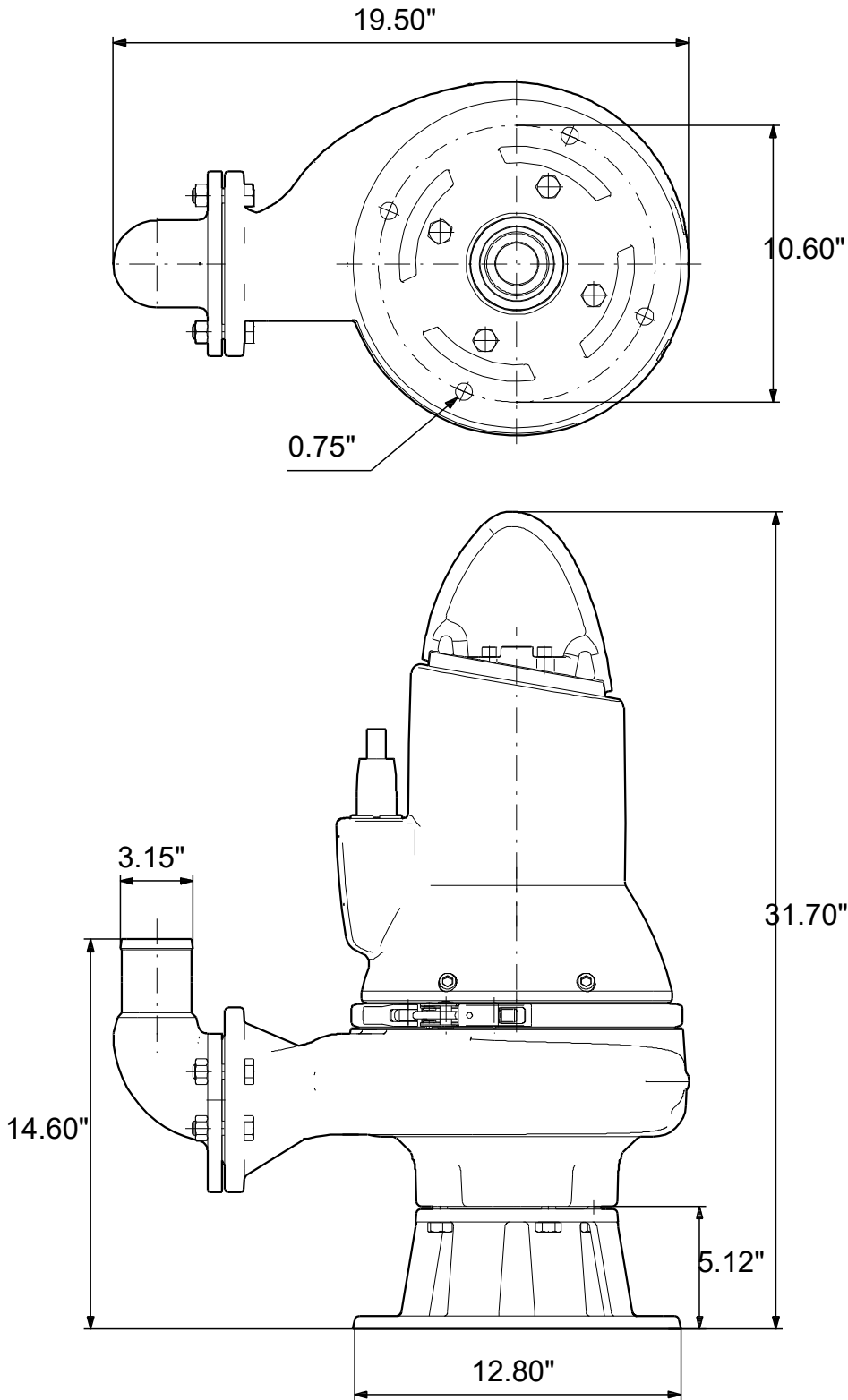
Note! All units are in [in] unless others are stated.  
Disclaimer: This simplified dimensional drawing does not show all details.

## On request SL1.20.A30 .40.EX.2.61R.C 60 Hz



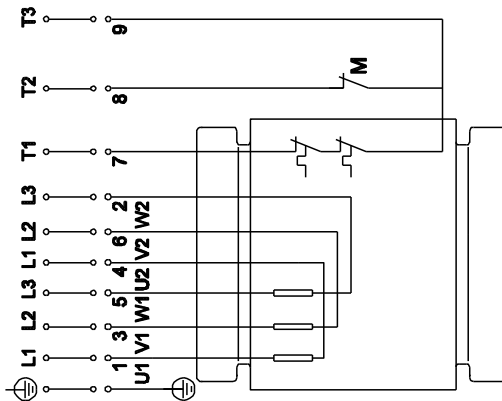
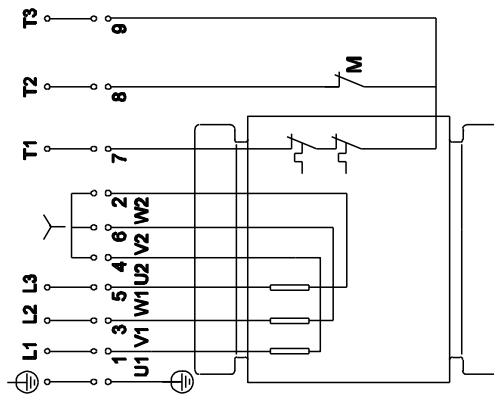
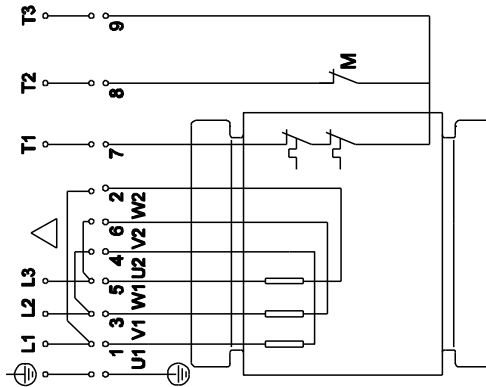
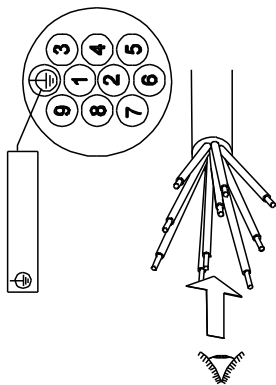
Note! All units are in [in] unless others are stated.  
Disclaimer: This simplified dimensional drawing does not show all details.

## On request SL1.20.A30 .40.EX.2.61R.C 60 Hz



Note! All units are in [in] unless others are stated.  
Disclaimer: This simplified dimensional drawing does not show all details.

## On request SL1.20.A30 .40.EX.2.61R.C 60 Hz



Note! All units are in [in] unless others are stated.





# WILLIAM/REID

A DIVISION OF GASVODA & ASSOCIATES

Thank you for the opportunity to provide our proposal. Please do not hesitate to call with any further questions or requirements. Please be sure to complete all of the information below so that we may get started on your order!

**AUTHORIZATION TO PROCEED :**

***Authorization to proceed with placing the proposed equipment on order must be acknowledged by return of this document properly executed. Such acknowledgement will be considered as your acceptance of this proposal as written including terms and conditions. No submittals will be started and no equipment will be released to manufacturing prior to our receiving your formal authorized return of this document.***

BILL TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SHIP TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

E-MAIL ADDRESS FOR INVOICES: \_\_\_\_\_  
\_\_\_\_\_

TAGGING: \_\_\_\_\_  
PO #: \_\_\_\_\_

ORDER CONTACT: \_\_\_\_\_

SITE CONTACT: \_\_\_\_\_

PHONE: \_\_\_\_\_

SITE PHONE: \_\_\_\_\_

TAXABLE: YES / NO If tax exempt, please return a copy of your tax exemption certificate.

ACCEPTED: \_\_\_\_\_  
Authorized Signature

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

SPECIAL INSTRUCTIONS: \_\_\_\_\_  
\_\_\_\_\_



**WILLIAM/REID LTD TERMS AND CONDITIONS OF SALE**

**TERMS**

1. **Terms of payment are 100% net due 30 days from "date of shipment & invoice" for all orders less than \$100,000.**
2. **Terms and conditions for orders totaling more than \$100,000.00 are based on progress payments as follow:**
  - A) **10% of net order total due upon delivery of submittal data for review and approval with no retainage allowed.**
  - B) **10% of remaining net order total due at time of release to production with no retainage allowed.**
  - C) **Entire balance of remaining net order total due within 30 business days after delivery and invoicing with no retainage allowed.**

***Start-up services will not be scheduled prior to receipt of full and final payment, with no exceptions.***

- D) **A 3.5% processing fee will be added to payments made by credit card.**

**CONDITIONS**

1. General  
Subject only to any credit terms which Seller may extend, the total purchase price hereunder is due at such time, within or after the estimated shipment period specified on the face hereof, as said equipment is ready to be shipped. Buyer shall pay in full all invoices within the time for payment specified therein and BUYER'S PAYMENT OBLIGATION IS NO WAY DEPENDENT OR CONTINGENT UPON BUYER'S RECEIPT OF PAYMENT FROM ANY OTHER PARTY. Any balance owed by Buyer for 30 days or more after the same becomes due is subject to a 1 - 1/2% per month delinquency charge until paid. In addition to all other amounts due hereunder, Buyer shall reimburse Seller in full for all collection costs or charges, including reasonable attorney's fees, which Seller may incur with respect to the collection of past due amounts from Buyer.
2. Warranty  
Seller warrants only that said equipment is free from defects in materials and workmanship as set forth in Seller's standard Certificate of Warranty furnished to Buyer at the time of final shipment. Seller makes no other warranty concerning said equipment beyond that set forth in said Certificate and expressly disclaims any warranty of merchantability or fitness for any particular process not described in the applicable drawings and specifications.  
  
Seller's sole responsibility with respect to any equipment which proves to be defective as to materials or workmanship is either to replace or to repair the same as is set forth in said Certificate of Warranty. Unless authorized in writing by Seller, Seller is not responsible for any charge or expense incurred for the modification, servicing or adjusting of said equipment after the same has been delivered to Buyer.
3. Liability of Seller  
Seller is not liable in any event hereunder for any consequential, incidental, or liquidated damages or penalties.
4. Claim Period  
Buyer shall immediately inspect said equipment upon receipt thereof. Seller is not obligated to consider any claim for short ages or non-conformance unless notified thereof by Buyer within 10 days after Buyer's receipt of said equipment.
5. Cancellation  
Should Buyer cancel this agreement without Seller's prior written consent, Seller may, at its option, recover from Buyer a cancellation charge of not less than 20% of the purchase price hereunder.
6. Taxes  
Sale may be subject to state sales tax depending on the state. Gasvoda & Associates requires proof of exemption for all nontaxable sales. Regardless of exemption status, Gasvoda & Associates proposal does not include any sales tax. Payment of any sales tax remains the responsibility of the purchaser.
7. Storage  
If at such time, within or after the estimated shipment period specified on the face hereof, as Seller notifies Buyer that said equipment is ready to be shipped Buyer requests a delay in shipment, Seller may, at its option, agree to store said equipment for a period of time determined by Seller, provided that such agreement will not affect Buyer's obligation to pay in full all invoices as they become due, and provided further that for each month, or portion thereof, said equipment is stored by Seller, Buyer shall pay to Seller as a storage fee an amount equal to 1% of the balance due hereunder.
8. Drawings, Illustrations and Manuals  
Catalog and proposal drawings, bulletins, and other accompanying literature are solely for the purpose of general style, arrangement and approximate dimensions. Seller may make any changes Seller deems necessary or desirable.
9. Insurance  
We have made no allowances for special insurance requirements including but not limited to "Waiver of Subrogation", "Form GC2010", liquidated damages, or anything beyond what is specifically spelled out as being included herein. We reserve the right to amend our offering for anything required outside of the specific items/services spelled out as being included. An exception must be in writing and authorized by Gasvoda & Associates.
10. Start Up  
**NO START UP WILL BE MADE PRIOR TO 100% PAYMENT. Warranty is invalid without authorized start up.**



**WILLIAM/REID**  
 A Division of Gasvoda & Associates, Inc.  
 Post Office Box 397  
 Germantown, WI 53022  
 (262) 255-5420

INVOICE DATE

4/20/26

INVOICE NUMBER

62806

**INVOICE**

Job ID: 26BJM0061WSC

Bill To:

VILLAGE & TOWN OF SOMERS  
 P.O. BOX 197  
 KENOSHA, WI 53144

Ship To:

VILLAGE OF SOMERS  
 7511 12th STREET  
 ATTN: JOSH FUGATE  
 KENOSHA, WI 53144

**\*\* SEE ADDTL DESCRIPTION ON ATTACHED PAGES \*\***

**SPECIAL MARKING**

VILLAGE & TOWN OF SOMERS GRNFS

Purchase Order No.	Customer ID	Salesperson ID	Payment Terms
CIP REPLCMNT PUMP	WI_SOMERS	BJM	Net 30

**THANK YOU FOR CHOOSING GASVODA & ASSOCIATES, INC. WITH YOUR VALUED PURCHASE ORDER, WHICH WILL INCLUDE THE FOLLOWING PRODUCTS AND SERVICES.**

Description	Unit Price	Ext. Price
JOB See Attached for Description	\$6,062.92	\$6,062.92
	Subtotal	\$6,062.92
	Freight	\$0.00
	Miscellaneous	\$0.00
	Tax	\$0.00
	Total	\$6,062.92

**CREDIT POLICY**

Terms are Net 30 Days and all accounts are expected to be paid on this basis. Any exceptions must have written approval by Management.

We thank you in advance for your consideration of this policy.

ALL GOODS COVERED BY THIS INVOICE ARE GUARANTEED BY THE MANUFACTURER THEREOF TO HAVE BEEN MANUFACTURED IN COMPLIANCE WITH REQUIREMENTS OF THE FEDERAL FAIR LABOR STANDARDS ACT OF 1938 AS AMENDED.



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CIP REPLCMNT PUMP	WI_SOMERS	BJM	Net 30

**THANK YOU FOR CHOOSING GASVODA & ASSOCIATES, INC. WITH YOUR VALUED PURCHASE ORDER, WHICH WILL INCLUDE THE FOLLOWING PRODUCTS AND SERVICES.**

Description	Requested Quantity	Grundfos Item No./Description	Unit Price	Ext. Price
	1	99030120 SL1.20.A30.40.EX.2.61R.C		
Amount Due for Equipment:			\$5,875.00	
Shipping/Freight Charge:			\$187.92	

**CREDIT POLICY**

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We thank you in advance for your consideration of this policy.

ALL GOODS COVERED BY THIS INVOICE ARE GUARANTEED BY THE MANUFACTURER THEREOF TO HAVE BEEN MANUFACTURED IN COMPLIANCE WITH REQUIREMENTS OF THE FEDERAL FAIR LABOR STANDARDS ACT OF 1938 AS AMENDED.

	2026 total proposed CIP budget	Use of funds											Use of carry over funds from previous borrowings	
		2026 proposed General fund	2026 proposed Sewer fund CIP	2026 proposed Water fund CIP	2026 proposed Stormwater fund CIP	2026 proposed TID #3 CIP	Carried over from 2025	2023A borrowing	2026A borrowing	2026 cash	2027 cash	ARPA funds		TIDS
<b>General fund:</b>														
<b>Paving:</b>														
45th Street ( 5TH St. to 64th Ave.) Valley View Sub. PASER Rating = 2	\$280,000	280,000											280,000	
64th Ave. (45th St. to 50th St.) Valley View Sub. PASER Rating = 2	\$160,000	160,000											160,000	
50th St. (64th Ave. to 5TH St.) Valley View Sub. PASER Rating = 2	\$90,000	90,000											90,000	
63rd Ave. (50th St. to 45th St.) Valley View PASER Rating = 2	\$170,000	170,000											132,948	
46th Place ( 63rd Ave to Termination) Valley View PASER Rating = 2	\$27,000	27,000					8,942	27,000						
48th Street ( 64th Ave. to 63rd Ave.) Valley View PASER Rating = 2	\$52,000	52,000					52,000						52,000	
Retainage for 2025 paving not yet paid	\$27,216	27,216					27,216	\$27,216					-	
		50												
	\$806,216	806,216					88,158	143,268		662,948				
<b>Public works:</b>														
54-60 - 2013 - Peterbilt Vac-Truck move to 2026- 50% paid by sewer & 25% by storm water \$610,000	\$152,500	152,500											\$152,500	
Asset Management / CMMS/GIS integrated asset system	\$2,020	52,020											52,020	
Camera and installation for yard waste	\$5,500	55,500											55,500	
2025 Ford 4x4 F550 I-Ton: Chassis	\$124,819	\$124,819					124,819	124,819						
2025 Ford 4x4 Super Cab pickup with snowplow	\$10,759	\$10,759					10,759						\$10,759	
	\$295,598	\$160,020					135,578	124,819		\$170,779				
<b>Parks:</b>														
Tennis Court - BOARD REMOVED ON 11/4/25														
<b>Public Safety:</b>														
Pumper/tender - replace 2011 NFPA Rosenbauer	1,000,000	1,000,000								1,000,000				
New Lucas CPR machine #2	20,000	20,000								20,000				
TNT Extrication Tool replacement	50,000	50,000								50,000				
ATV Trailer	12,000	12,000								12,000				
New Fire Station 2 move to 2027														
New Ambulance (replacing 2017 ambulance)	460,000	460,000								460,000				
Asset Management / CMMS/GIS integrated asset system	2,020	2,020								2,020				
	1,544,020	1,544,020								1,544,020				
<b>Administration:</b>														
Website upgrade	25,000	25,000								25,000				
Replacement Computer Plan	27,911	27,911					7,911			27,911				
Court Door	5,000	5,000								5,000				
Village Buildings HVAC Repairs	5,000	5,000								5,000				
Replacement Access Points	8,576	8,576								8,576				
	71,487	71,487					7,911			71,487				
<b>TOTAL GENERAL FUND</b>	<b>\$2,717,321</b>	<b>2,581,743</b>					<b>231,647</b>	<b>268,087</b>		<b>2,449,234</b>				
<b>Sewer fund:</b>														
I&I Replacement/Repaid Program-Sanitary Sewer Rehab – Televising and Engineering	200,000		200,000							200,000				
Lift Station Upgrades	240,500		240,500							240,500				
Asset Management / CMMS/GIS integrated asset system	4,040		4,040							4,040				
Air Release Valve Force Main Evaluation / Replacement	20,000		20,000							20,000				
Sanitary Sewer Lining / Replacement	915,000		915,000							915,000				
Pump Stock(Annual) 2 years	10,000		10,000							10,000				
Manhole Rehabilitation (2026-2035)	25,000		25,000							25,000				
Valley View Paving Sanitary Adjustment	90,750		90,750							90,750				
Pike Creek Super Flush-Postpone														
54-60 - 2013 - Peterbilt Vac-Truck move to 2026- 25% paid by storm water & 25% by public works total is \$610,000	\$305,000		\$305,000							\$305,000				
Upsized submersible pump at the 45th Avenue Lift Station	\$6,000		\$6,000							\$6,000				
	1,816,290		1,816,290							1,816,290				
<b>Water fund:</b>														
GIS / Mapping Improvements-Improve GIS accuracy and tracking	2,020			2,020						2,020				
Meter Replacement Program	87,000			87,000						87,000				
Hydrants (5 yr prj. Split evenly) \$18,000 carry forward any unused funds up to \$18,000	18,000			18,000						18,000				
Water valve replacement - carry forward any unused funds up to \$10,000	10,000			10,000						10,000				
Meter Swap	20,000			20,000						20,000				
12TH Street Water Main Project	152,435			152,435						152,435				
	289,455			289,455						289,455				
<b>Storm water fund:</b>														
Greenbay Road Mueller parcel	40,000				40,000					40,000				
Neumiller Woods Phase II	21,949				21,949					21,949				
Davis Culvert	40,000				40,000					40,000				
54-60 - 2013 - Peterbilt Vac-Truck move to 2026- 50% paid by sewer & 25% by public works total is \$610,000	152,500				152,500					152,500				
	254,449				254,449					254,449				
<b>TID#3:</b>														
<b>TOTAL TID #1 FUND</b>														
<b>TOTAL</b>	<b>\$5,077,515</b>	<b>2,581,743</b>	<b>1,816,290</b>	<b>289,455</b>	<b>254,449</b>		<b>231,647</b>	<b>268,087</b>		<b>4,809,428</b>				

# Somers 4/14/26 Tornado Report



**Village & Town of Somers**  
**Emergency Manager**  
**Ben Andersen**

## Summary of Event

### Tornado impacts Somers

On Tuesday April 14<sup>th</sup> 2026 shortly after 9pm the Village and Town of Somers were impacted by and EF-1 tornado. The tornado appears to have begun causing damage just south of Oakdale Estates Mobile Home Park on the East frontage rd. The tornado tracked southeast and ending its main path of damage in the area of 22<sup>nd</sup> street and 47<sup>th</sup> ave. Although it is worth mentioning that there was wind damage noted all the way to Hillcrest mobile park at intersection of 39<sup>th</sup> Ave and 27<sup>th</sup> street.

*Tree down on top of car.*





## Impact to Community

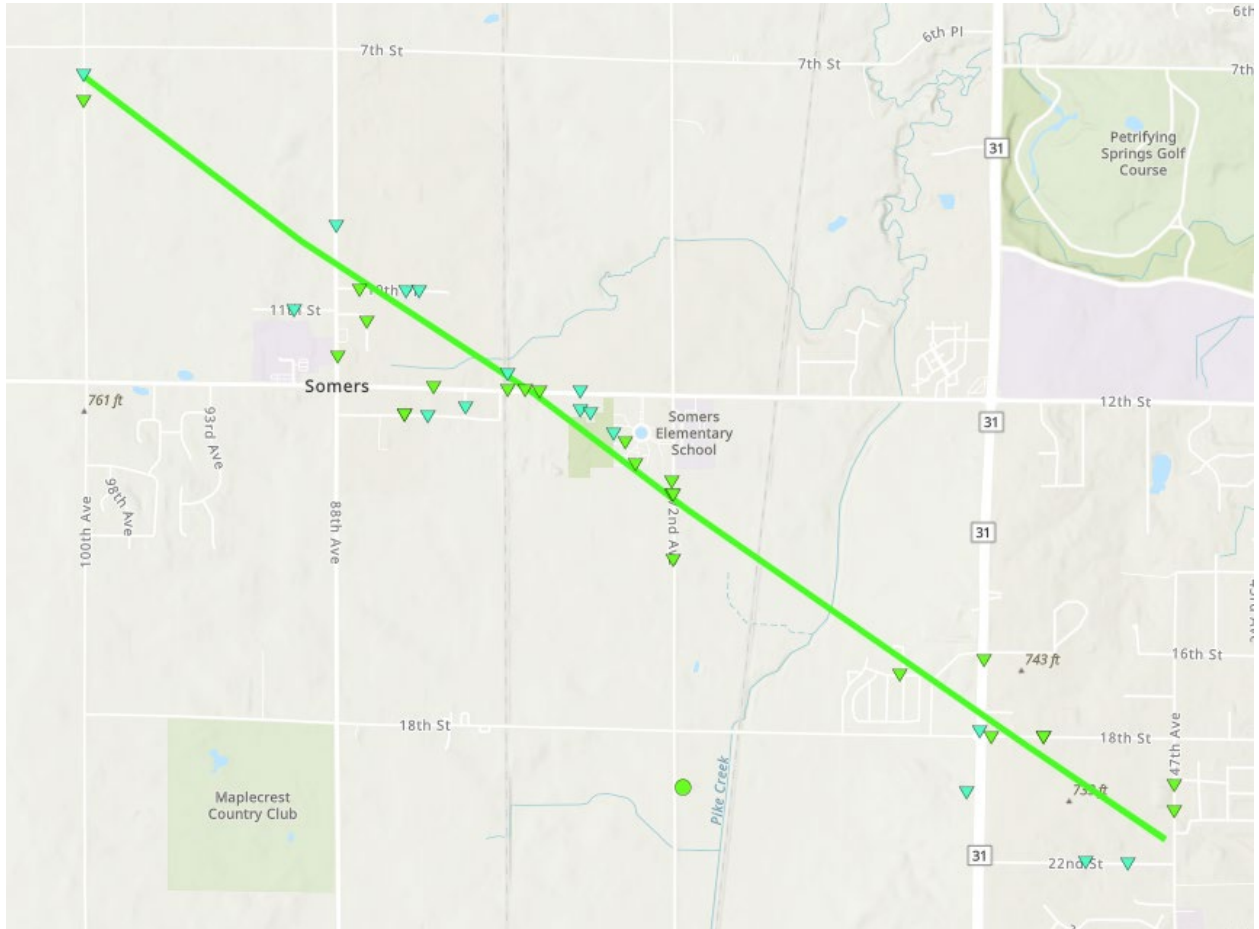
The EF-1 tornado significantly impacted the Somers community by restricting travel, taking out power to a large area and causing damage to property.

From the combination of trees and power lines that came down in the storm numerous roadways were closed and impassible. Below is a list of roadways that were closed during the storm

Hwy E from Hwy H to the Village Hall  
Hwy EA from Hwy E to Hwy L  
12<sup>th</sup> Place from Hwy H to 80<sup>th</sup> ave  
Hwy H from Hwy E to Hwy A  
100<sup>th</sup> Ave from Hwy E to Hwy A

**The most  
important  
part of this  
event was the  
fact that we  
had no  
reported  
injuries.**

# National Weather Service Summary of the Tornado



Path Length: 3.98 miles  
Path Width: 150 yards  
Max Wind Speed: 105mph  
Time Began: 9:02pm  
Time Ended: 9:08pm

Tim Halbach  
National Weather Service Milwaukee  
Warning Coordination Meteorologist  
Web: [weather.gov/milwaukee](http://weather.gov/milwaukee)



## **RESPONSE TO TORNADO**

### **Agencies that Responded.**

Somers Fire & Rescue – 18 personnel across 9 apparatus  
Somers Public Works -7 personnel across numerous vehicles  
Kenosha County Sheriff's Office – 22 Patrol officers  
Kenosha County Highway Department  
Kenosha County Joint Services Dispatch Center  
Wisconsin State Patrol – 2 patrol officers  
We Energies

### **Types of Calls or issues Responded to**

Trees down (on roadways and homes)  
Power Lines down and Power lines arching and Sparking.  
Trees on fire from contact with power lines  
Power outages  
Reported damage to structures.(roofs, chimney and siding were most common reported damage points)  
Traffic accidents/Incidents  
Well being checks on people in the affected area

## Damage to Village Property

The tornado tracked directly over the Somers Municipal Complex at 7511 12<sup>th</sup> street. Below is a list of damage noted, status update, available estimated costs to repair and some photos.

1. Salt Barn Roof & Downspouts - ***Waiting on estimate from Smet & Son Construction to replace the whole north slope of the roof and replace missing gutter/downspouts.***



2. Bay Door 3 - P.W. Garage - **Repair is in process, McDonald Overhead Door Inc. secured and straightened door back out on 4/16/26. The door was found to be a complete loss, as well as the opener that was damaged when the door was damaged. Received quote for replacement bay door and opener on 4/16/26. Replacement bay door and opener have been ordered, and repairs will be made when parts come in. Estimated Cost \$21,075.00**



3. Privacy Fence by Salt Barn - **Estimate received from Perimeter Fence LLC on 4/26/26 to make repairs by pulling posts, digging, setting in concrete and reconstructing fence, waiting on response from insurance to act on estimate.**

4. Roof Leak over Fire Department on Village Hall Building - ***Waiting on estimate from Smet & Son Construction to replace ridge cap that was blow off during storm***



5. Veteran's Memorial Pavilion Bench - ***Waiting on estimate for replacement bench.***

6. Musco lighting box for ball diamond lights (struck by bleachers) - ***Musco technician surveyed damage on 4/16/26 to control box for the ball diamond lights, waiting on estimate back from Musco for repairs.***



7. Ball diamond fence - **Estimate received from Perimeter Fence LLC on 4/26/26 to straighten four posts, install two pieces of new top rail, two new loop caps, and two new sleeves, tie and adjust wire as necessary, waiting on response from insurance to act on estimate. Estimate for all fence work \$3475\*\***
8. Garbage Enclosure Fence - **Estimate received from Perimeter Fence LLC on 4/26/26 to install new industrial drop rod, waiting on response from insurance to act on estimate. \*\***
9. Playground Equipment - **Waiting on estimate from Smet & Son Construction to replace the two sections of roof that were blown off of playground equipment.**
10. Mower Shed - **Waiting on estimate from Smet & Son Construction to replace missing soffit in matching color.**
11. Steel fire door between Fire Department and Public Works - **Waiting on estimate from Smet & Son Construction to replace damaged north door.**
12. Flagpole - **Estimate received from American Climbers LLC on 4/22/26 to replace damaged flagpole, waiting on response from insurance to act on estimate. Estimate \$3650**

Additional photos of damage around Somers

These photos document only some of the damage across the community.



*Soccer Goals blown into Village Centre Condos*



Barn Door Damage



Tree Damage



*Tree Damage*



Damage to Savannah of Pikes Creek Construction site

The Savannah construction site also had its office trailer flipped over during the storm. Another item of note is the job site had a massive amount of blue insulation paneling blown away in the storm which all ended up east of Hwy 31 in the tree line and the construction company had a crew out there at 7AM the next morning picking it all up.





## Takeaways and lessons learned from this event.

1. We learned that the tornado siren at the Village Hall did not function, and this was reported to the Kenosha County Emergency Management Team who owns and operates the sirens.
2. We learned that in a disaster like this with so many trees and power lines down our Fire Department UTVs played a crucial role in accessing areas a normal vehicle could not get to. Drone was also a valuable tool in an event like this.
3. Coordination of all agencies involved is crucial to operational success
  - a. While a sheriff sergeant and I were able to run unified command on this event, had it been much bigger we would have needed representatives from County Highway, Somers Public Works, Village Administration, Village elected officials and We Energies at the command post or an Emergency Operations Center.
  - b. Fire Departments and Sheriff's office train on unified command regularly but we need more involvement from others.
4. We need to work on a more reliable contact and communication plan within our Village.
5. We need to work on redundancies to critical infrastructure controls that we have at the village hall in the event the village hall is destroyed or inaccessible.
6. I plan work on establishing an available resource list for our community in case of another disaster and below are a few items of higher priority on my list.
  - a. Light towers for illuminating large areas without power besides those mounted on fire engines.
  - b. Access to additional heavy equipment for clearing debris.
  - c. Agreements with local schools or churches to use their buildings as shelters if needed.
    - i. Somers Elementary School
    - ii. Shoreland HS
    - iii. UW Parkside

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

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**WORK SESSION:** May 5, 2026

**TO:** Village President Stoner and Board of Trustees

**PREPARED BY:** Jim Hurley, Administrator

**REVIEWED BY:** Kevin Poirier, Assistant Administrator

**AGENDA ITEM:** #8 Review and Discuss proposed Development Agreement with Home Path Financial Limited Partnership, 19435 W Capitol Dr #102, Brookfield, WI 53045 (Owner), Ken Frank, Home Path Financial, 5116 N 126th St., Butler, WI 53007 (Agent), for the Streets of Maplecrest Development on Tax Parcel # 82-4-222-201-0100, located in the NE 1/4 of Section 20, T2N, R22E, Village of Somers. *(For information use only, the property is located at the southwest corner of Highway H and 18th Street).*

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**BACKGROUND:**

Home Path Financial Limited Partnership is planning to develop the former Maplecrest Golf Course.

Home Path contacted the Village in December of 2024. Shortly after, a concept plan was submitted that included a mix of single-family homes and multi-family. Home Path will develop the single-family and side-by-side lots, and another developer will submit a proposal for the multi-family lots. The multi-family lots are not included in the proposed Development Agreement.

In May 2025, the Village Board approved the following:

- Rezoning the property from PR-1 Park-Recreational Dist. to R-5 Urban Single-Family Residential Dist., R-11 Multiple-Family Residential Dist., and PUD Planned ;Unit Development Overlay District;
- Amending the Comprehensive Plan from "Park and Recreational", "Nonfarmed Wetland" and "Other Conservancy Land to be Preserved" to "Medium Density Residential", "High-Density Residential", "Nonfarmed Wetland" and "Other Conservancy Land to be Preserved";
- Certified Survey map to separate lots;

- Site Plan Review & Exterior Fenestration

In January 2026, the Village Board approved the preliminary plat included in the packet.

The proposed agreement was reviewed at the April 8th Village Work Session meeting. Comments were forwarded to Home Path and Village staff for further changes.

#### UPDATE:

The Village and Home Path agreed to the following changes:

- Updated the Declarations with Home Path's proposed minimum floor area by home or unit type.
- Included Side-by-Sides with the Yard and Setback Requirements to clarify that zero lot line configurations are prohibited.
- Included a minimum of 24' from garages to the edge of adjacent sidewalks, or roadways if there is no sidewalk. While the driveways will be 20', there will be right of way between the property line and sidewalks so parked vehicles do not extend into sidewalks. A drawing is included in the packet.
- For patios or decks with attached privacy walls, changed from vinyl to aluminum material, and extending 8' to 12' beyond the edge of the adjacent patio/deck.
- Prohibited storage containers and car ports on lots.
- Removed stormwater runoff from roof standards. This will be determined by the stormwater plan that must be approved by the Village engineer.
- Clarified the developer and HOAs responsibilities for maintaining sidewalks, monuments, and exterior lighting.
- Added the Village's authority to take corrective actions if the Association fails to enforce standards and then assess proportionately on properties that have the right of enjoyment of the common areas and facilities.

#### COMMENTS:

Should the Village choose, this will be placed on the Village Board Meeting May 12, 2026 for possible action.

If the development agreement is approved then it shall be subject to approval of final plans by the Village engineer, final Side-by-Side Declarations, and the final plat by the Village Board.

#### ATTACHMENTS:

Proposed Development Agreement

Term Sheet

Engineering Review Comments and Request for Additional Information

Preliminary Plat

Proposed Phasing Plan

Proposed Master Declaration of Covenants, Conditions, and Restrictions for Streets of  
Maplecrest

Proposed Landscape Plan

Proposed HOA Maintenance Plan

Proposed Distance from Garage to Sidewalks

## **Public Improvements Development Agreement – Maplecrest**

This Public Improvements Development Agreement – Maplecrest (“Agreement”) is made by and between the Village of Somers (“Village”) and Home Path Financial Limited Partnership (“Developer”) as follows.

## Article I. Agreement

Developer and the Village agree to the following terms as of the Effective Date per Village of Somers Code of Ordinances.

Developer is owner of approximately 161.7 acres of land located in the Village of Somers, Kenosha County, Wisconsin, as further depicted on Exhibit A and described on Exhibit K attached to this Agreement (the "Property" or "Subdivision").

Developer desires to develop the Property for a single-family and multi-family residential purposes.

- a. The Property is presently zoned R-5 Urban Single-Family Residential with a PUD Overlay.
- b. Approximately +/-127.7 acres of the Property are to be developed as a single-family detached and single-family attached (side-by-side condominium) residential development.
- c. The remaining +/-34 acres are anticipated to be developed as multi-family, which development would be pursuant to a separate development agreement. The parties agree to negotiate in good faith to finalize the separate development agreement with the Developer having the right to commence preliminary planning and design activities for the multi-family development during this period.
- d. The zoning classification allows such developments.
- e. The Property's future land use is classified as Medium-Density Residential, High-Density Residential, Nonfarmed Wetland and Other Conservancy Land to be Preserved on the Village of Somers (Map 80) Multi-Jurisdictional Comprehensive Plan for Kenosha County. The future land use classification allows for such a development.
- f. Developer intends to develop said Subdivision in three (3) phases and plans for future lots (e.g. "Phase I" "Phase II", and "Phase III", etc.), as set forth in the Site Plan, attached hereto as Exhibit A.

## Article II. Definitions

(a) Agreement

Public Improvements Development Agreement – Maplecrest

(b) Closure Documents

Written confirmation from the appropriate governmental authority of the satisfactory

completion of the required remediation, removal, or restoration work, including, without limitation, a no further action letter, final case closure letter, or confirmation that the presence of such toxic or Hazardous Substances affecting the Village Parcels migrated from an offsite source.

(c) Developer

Home Path Financial Limited Partnership, its successors and assigns.

(d) Effective Date

The latest signature date on this Agreement.

(e) Force Majeure

Events or circumstances beyond the Parties' reasonable control, including, without limitation, "acts of God," fire, flood, other natural calamities, accidents, unusual delays in deliveries, unavoidable casualties, labor disputes, strikes, lockouts, or picketing (legal or illegal), wars, riots, acts of terrorism, adverse weather conditions, condemnation or other actions of governmental authorities or utility companies not caused by the Village, or shortages of labor, fuel, power or materials.

(f) Guarantee Period

A period of one year after Substantial Completion of a particular Phase of the Subdivision where the Developer is responsible for any damage to the Required Improvements caused by Developer's construction activities at the Property. The Guaranty Period shall be the exclusive period for Developer responsibility for construction-related defects, except for latent defects or fraud, which shall be limited to a period of two years from Substantial Completion, and shall not, in any manner, limit, change, or amend any applicable statutes of limitation regarding the Required Improvements, except as required by non-waivable law.

(g) Hazardous Substances

Any flammable explosives, radioactive materials, hazardous wastes, toxic substances, or related materials, including without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances" under any applicable federal or state or local laws or regulations.

(h) Parties

The Developer and the Village, collectively.

(i) Plans and Specifications

The Village-approved plans for the Required Improvements, identified to be those plans and

specifications listed on Exhibit B attached hereto.

(j) Project

The Project is a 271-unit single-family development with preparations made for a future multi-family development, with all the Required Improvements per the Plans and Specifications for this Project.

(k) Property

That specific real property legally described in Exhibit A attached hereto.

(l) Public Improvements

Those Required Improvements that will be dedicated to the Village in accordance with this Agreement.

(m) Required Improvements

The Village-required improvements, including the construction of a portion of and related public utilities, for the Project per the Plans and Specifications and in accordance with the Village of Somers Code of Ordinances.

(n) Security

A surety for the funds available for the benefit of the Village in accordance with any bond or letter of credit procured by the Developer in relation to the Required Improvements of the Project as defined above. Surety shall be provided with each individual Phase of the Project for only the Required Improvements related to that Phase.

(o) Substantial Completion

The date whereby the installation of the asphalt or concrete binder course on roads to be dedicated or, if the Required Improvements do not include a road to be dedicated, when the Developer completes ninety percent (90%) of the Required Improvements by cost, or as otherwise defined as set forth in Wis. Stats. Ch. 236.

(p) Substances

Any toxic or Hazardous Substances above the minimum levels allowed by applicable law.

(q) Village

The Village of Somers, Kenosha County, Wisconsin.

(r) Village Parcels

Property owned by the Village or any Village right-of-way, but only if such property or right-of-way is dedicated to the Village by Developer.

### Article III. Improvements

#### Section 3.01 Installation

The Developer agrees to install the Required Improvements in accordance with the term of this Agreement and the Plans and Specifications for this Project. Since the Project shall be developed in Phases, and all Required Improvements shall be constructed within each individual Phase based on market conditions, and as determined by Developer, with Village approval.

#### Section 3.02 Grading, Erosion Control and Surface Water Drainage

- (a) The Developer shall provide a complete design for grading, erosion control and surface stormwater drainage facilities which shall be adequate to serve the Project and shall be in compliance with requirements and specifications as set forth in §18.32(F) of the Village Subdivision and Platting Ordinance. Stormwater drainage shall be accomplished by the construction of a stormwater collection system in accordance with the subdivision stormwater plan, Exhibit E attached hereto (“Storm Water Plan”). Final erosion control and stormwater improvements will be completed within each Phase as the Project progresses.
- (b) The Developer shall prepare a Storm Water Pollution Prevention Plan (SWPPP) for the Project and for each individual Phase, which shall address the concerns associated with storm water pollution during mass grading and site preparation during construction of the initial Phase of the Subdivision. Upon completion of construction of the storm water detention facilities, the Developer’s Engineer will certify that such construction is in conformance with the Storm Water Plan. No occupancy permit shall be issued for any building until such time as a complete topographic survey of the individual lot on which the building is located is submitted to the Village Consulting Engineer who shall confirm conformance with the subdivision site plan and subdivision storm water plan.
- (c) All underground storm and surface water conveyance systems and outlet structures for storm and surface water shall meet Village’s and State’s requirements. Developer shall submit plans, specifications and calculations for such storm and surface water drainage system to Village Consulting Engineer and obtain written approval from the Village, which shall not be unreasonably withheld or delayed prior to construction. All stormwater detention basins shall be retained by Developer and shall be maintained in accordance with the Storm Water Plan. Developer, its successors or assigns, shall be responsible for maintenance, replacement or repair of all storm and surface water conveyance systems and outlet structures lying outside of public rights of way and/or dedicated public easements within the Property, with the Village being responsible for maintenance, replacement or repair of all storm and surface water conveyance systems and outlet structures within the public rights of way and/or dedicated public easements (as detailed

below). Village shall accept all onsite public storm sewerage systems improvements constructed by Developer, if any, located in the public right-of-way or in any easement lying within Property in accordance with the Acceptance Procedure. Upon Acceptance by Village, Village shall be responsible for the operation and maintenance of the publicly owned portion of said storm sewerage system. Developer shall provide Village with a maintenance easement for the storm and surface water drainage facilities and the Village may specially assess Developer for any service performed by the Village or at its instance, provided that the Village gives Developer at least thirty (30) days' prior written notice of such service, allows Developer the opportunity to cure any issues, and any such assessments shall be reasonable and limited to services directly related to the maintenance of the storm and surface water drainage facilities.

- (d) Developer, its successors or assigns, shall enter into a maintenance agreement to provide for the maintenance of stormwater detention facilities beyond the duration of this Agreement in accordance with Exhibit G. All appropriate inspections of the grading, erosion control and surface stormwater drainage improvements and construction staking shall be conducted by the Developer's Engineer.

Section 3.03 Sanitary Sewer – Developer Constructed

- (a) The Developer shall provide all construction staking and the Village shall make all appropriate inspections of the onsite public sanitary sewer improvements. Developer shall provide Village with a copy of all tests noted in section (f) below for the public sanitary sewer improvements. The costs for construction staking and televising shall be paid by the Developer.
- (b) Village shall allow Developer to locate sanitary sewer within current or future public rights of way under or adjacent to the roads, or within dedicated easements on private property. Such sanitary sewer will be run adjacent to the streets based upon plans approved by the Village. Public utility piping may cross under the onsite private roads to facilitate connections.
- (c) Village shall accept all onsite public sanitary sewerage systems improvements constructed by Developer, if any, located in the public right-of-way or in any easement lying within Property in accordance with the Acceptance Procedure. Upon Acceptance by Village, Village shall be responsible for the operation and maintenance of the publicly owned portion of said sanitary sewerage system. The sewer lateral from a home to the riser at the right-of-way line shall be the responsibility of the Developer and/or its successors. After the lot is sold, then it shall become the responsibility of the homeowner.
- (d) Upon completion of the onsite sanitary sewer construction by Developer, within any given Phase, and verification by the Village Consulting Engineer that said sanitary sewer system has been constructed in accordance with Plans and Specifications, the Developer shall vest all right, title and interest in the public portion of the onsite sanitary system, if any, and any easements required for installation, and shall cause documents to be

executed and delivered to Village which, in the reasonable opinion of counsel to the Village, shall be necessary to effectuate the purposes stated in this paragraph.

- (e) Prior to acceptance of the sanitary sewer system by the Village, Developer must provide the Village with the following:
- 1) Mandrel test results
  - 2) Televising videos with logs
  - 3) Lift station spare parts, if applicable (i.e. three spare pumps, floats, controller fuses, pump seals and wear rings, etc.).
  - 4) CAD files in DWG format, GIS shapefiles or geodatabases
  - 5) As-built drawings
  - 6) Sewer main pressure test results
  - 7) MH Vacuum test results
  - 8) Unconditional lien waivers
  - 9) Final quantities and costs

Section 3.04 Water System – Developer Constructed

- (a) The Developer shall construct the water mains within public right-of-way or easements dedicated to the Village or dedicated easement on private property.
- (b) Upon completion of the onsite public portion of the water main improvements within any given Phase of the Project, as shown on Exhibit B, and verification by the Village Consulting Engineer that said water system has been constructed in accordance with plans and specifications, all right, title and interest in, and any easements required for the installation by the Water Utility, shall be vested in the Utility for the public portion of such improvements without further documentation. The Developer shall assign to the Water Utility any easements or rights-of-way obtained from other owners required for the installation of water lines, and shall cause documents to be executed and delivered to Village which, in the reasonable opinion of counsel to the Village, shall be necessary to effectuate the purposes stated in this paragraph.
- (c) The Developer shall provide all construction staking and the Village shall make appropriate inspections of all onsite public water main improvements. The Developer shall prepare all record drawings and system map updates for the public mains. All costs shall be paid by Developer.

- (d) Upon completion of onsite public water main improvements, the Village shall allow Developer to connect to the municipal water system of Village, all at the cost and expense of Developer. Village shall cooperate with Developer and shall assist in obtaining all necessary permits required from the State of Wisconsin and the Kenosha Water Utility for such municipal water systems, extensions and connections. The water lateral from a home to the round way shall be the responsibility of the Developer and/or its successors. After the lot is sold, then it shall become the responsibility of the homeowner.
- (e) Village shall allow Developer to locate public water main in easements or in public rights of way adjacent to roadway.
- (f) The Village shall accept the public portion of all onsite municipal water systems improvements located in the public rights of way, private roadway, or in any easement lying within Property in accordance with the Acceptance Procedure by Village, Village shall be responsible for the operation and maintenance of the public portion of said water system.
- (g) Prior to dedication of onsite municipal water systems, Developer shall provide the following to the Utility:
  - (1) Six (6) spare hydrants to the Utility with identical specification to the hydrants to be dedicated.
  - (2) One (1) spare valve for each sized main or lateral installed
  - (3) Pressure/leak test results
  - (4) CAD files in DWG format, GIS shapefiles or geodatabases
  - (5) Bac-T test results
  - (6) As-builts
  - (7) Unconditional Lien Waivers
  - (8) Quantities and costs
  - (9) Tracer-wire continuity testing by Village

**Section 3.05 Internal Roadways and Storm Sewers**

- (a) The Developer shall be responsible to pay for and shall proceed with the preparation of complete Plans and Specifications for all internal roads prepared by Developer's engineer, including roadbed preparation and storm sewer construction which shall be as set forth in Exhibit D attached hereto and incorporated herein by reference. For purposes of this section, all references to road or roads shall be in accordance with Exhibit D attached

hereto. All roads shall follow the Village's Typical Road Section. The final surface layer shall not be added until at the earlier of: (1) least ninety percent (90%) of the subdivision is completed; or (2) three (3) years after substantial completion of binder course.

- (b) The Village shall accept the public portion of all internal roads and storm sewer systems located in the public rights of way, private roadway, or in any easement lying within Property in accordance with the Acceptance Procedure. Acceptance by Village, Village shall be responsible for the operation and maintenance of the public portion of onsite road and storm sewer systems.
- (c) Prior to dedication of onsite road and storm sewer systems, Developer shall provide the following to the Village:

  - (1) Compaction test results for roadway/subgrade
  - (2) Storm sewer televising video with logs
  - (3) One (1) spare storm drain and grate
  - (4) One (1) spare manhole frame and lid
  - (5) CAD files in DWG format, GIS shapefiles or geodatabases
  - (6) As-Builts
  - (7) Unconditional Lien Waivers
  - (8) Quantities and costs

Section 3.06                      Surface and Storm Water Drainage

The Developer hereby agrees that:

- (a) To maintain roads free from mud and dirt from construction of the Project. The Developer shall clean all storm sewers, if any, prior to acceptance of improvements by the Village Board.
- (b) The Village retains the right to require Developer to install additional surface and storm water drainage measures if it is determined by the Village Engineer that the original surface and storm water drainage plan as designed and/or constructed does not provide reasonable stormwater drainage within the Project.
- (c) The Developer shall establish the stormwater facilities within outlots that the Developer shall maintain but only according to a Stormwater Facility Maintenance Agreement, attached herein as Exhibit G.

- (d) To furnish "as built" plans of the entire stormwater system, pursuant to specifications approved by the Village Engineer prior to the issuance of building permits.

Section 3.07 Exterior Finishing

The Developer and Village shall work cooperatively establish any mutually agreeable exterior finishing standards that may be applicable to this Project. The exterior building standards shall be incorporated into the Master Declaration of Covenants, Conditions and Restrictions for Streets of Maplecrest.

Section 3.08 Exterior Lighting and Illumination

In conjunction with its application approval, Developer has provided plans, specifications and photometrics (excepting public roadway street lights) to be approved by the Village for the exterior lighting and illumination of each element of the Subdivision, a true and correct copy of which is attached hereto as Exhibit L. The Village acknowledges that such plans are in compliance with this Section. Developer shall be responsible for all costs associated with construction and installation of all exterior lighting and illumination.

The Developer, at the Developer's cost, shall purchase materials and install lighting per plans approved by the Village. Developer, or its assignees, shall be responsible for the costs of maintenance and upkeep of such public lighting in the Subdivision. Developer shall assign such responsibilities to a homeowner's association formed by Developer as a covenant in the Declaration of Covenants, Conditions, and Restrictions document.

Section 3.09 Internal Traffic Control

The Developer, at Developer's cost, shall install, pursuant to plans and specifications approved by the Village, such traffic signs and other parking control signs on the roads in the Subdivision at such locations as are required on the approved plan. All signage shall comply with the requirements contained in the Village General Zoning and Shoreland/Floodplain Zoning Ordinances. Developer shall be responsible for the costs of maintenance and upkeep of such stop signs and traffic control signs as are installed in the roads in the Subdivision until accepted by the Village.

In addition, Developer shall:

- a. All signage shall be maintained so that the information conveyed by the sign color, form, graphic, illumination, or writing is clearly legible. The Developer shall provide a copy of the design of all traffic signs to the Village.
- b. All street signs shall include a Village of Somers logo, to be approved by the Village, and be dedicated to the Village upon completion to Village standards.

Section 3.10 Additional Improvements

The Developer hereby agrees that if, at any time after approval of the Plans and Specifications, but prior to the Developer's identification of Substantial Completion of any Phase of the Project, the Village Engineer determines that modifications to the Plans and Specifications for Public Improvements of that specific Phase of the Project (including additional improvements such as additional drainage ways, erosion control measures, and surface and storm water management measures) are necessary in the interest of public safety, are necessary in order to comply with current laws, the Village Engineer may propose reasonable changes to the Plans and Specifications for any of the Public Improvements for Developer's Engineer to review and approve that are necessary to correct oversights, omissions, and errors, to compensate for changing site conditions, or to complete fully the work in accordance with sound engineering practices. Developer shall perform the works as changed entirely at its expense without a claim for reimbursement, provided that such changes are required by law or due to material errors. If Developer fails to construct the additional improvement within a reasonable time under the circumstances, the Village may cause such work to be carried out and shall charge against the financial guarantee held by the Village pursuant to this agreement. Any disputes regarding the necessity or cost of such changes shall be subject to mutual agreement or resolution through a dispute resolution process as outlined in this Agreement.

Section 3.11                      Landscaping and Site Work

The Developer hereby agrees that:

- (a)     The Developer shall delineate all wetlands on the Property by means of cedar posts, or otherwise approved permanent delineation means as approved by the Village staff.
  
- (b)     The Village has the right to trim and remove any features which would interfere with safe operation and maintenance of the Village rights-of-way and drainage ways.
  
- (c)     A homeowner's association formed by Developer under the Deed Restriction shall ensure individual lot owners maintain the landscaping in the entryway landscape areas at the entrance to the subdivision including subdivision monument signage required for the Subdivision at the entrances facing HWY H and 18<sup>th</sup> Street. The subdivision monument shall be installed and paid for by the Developer. Furthermore, any landscape area within the right of ways or on private property shall be depicted with proper easement and maintenance requirements on the Plat so that the homeowners association has the obligation to maintain those areas in perpetuity.
  
- (d)     The Developer shall provide finished seeding for all swales as well as all terraces within the rights-of-way at the time of vertical construction of each lot, and prior to any final occupancy permit for any given lot.
  
- (e)     Permanent lawns and street trees for each dwelling unit shall be established within three (3) months of seeking an occupancy permit therefore, except from October 1<sup>st</sup> of any year

through March 30<sup>th</sup> of the succeeding year, the required establishment date is May 31<sup>st</sup>. Conditional occupancies shall be granted until permanent lawns have been established and street trees required within ninety (90) days have been installed.

- (f) Concurrently with the Final Plat submittal for the Subdivision, the Developer shall prepare and submit to the Village for approval, at its expense, a “Signage Plan” in accordance with the Villages Ordinances, for certain entrance, directional and marquis signage within the Subdivision. The Village agrees and acknowledges that until final units are sold within the Subdivision, Signage Plan will include: (i) one 4 ft x 8 ft entrance sign at each entrance to the Subdivision; (ii) one 4 ft x 8 ft “v” sign at the corner 88th Ave and 18th St; (iii) up to twenty (20) directional signs to direct traffic to the model homes; and (iv) Flagpoles/flags at all entrances and flags down entrance streets. Developer shall have the right to apply for and request approval of additional signage, including but not limited to 4ft x 4 ft signs to be displayed in front of each model home, in accordance the Village’s ordinances.
- (g) The sidewalk adjacent to any given lot shall be completed before final occupancy permits are issued for each given building within the Subdivision. However, notwithstanding the previous sentence, in no case shall the sidewalk be completed later than five (5) years from the Effective Date of this Agreement. The Village Engineer may extend this deadline in up to one (1) year increments upon receipt of a formal written request by the Developer. Developer, or its assignees, shall be responsible for the costs of maintenance and upkeep of such sidewalk in the Subdivision. Developer shall assign such responsibilities to a homeowner’s association formed by Developer as a covenant in the Declaration of Covenants, Conditions, and Restrictions document.

Section 3.12                      Offsite Public Roadway Improvements

- (a) Any costs for required traffic improvements for the Subdivisions, as referenced in the Traffic Impact Analysis (TIA) prepared by TADI Inc., are to be borne by the Developer.
- (b) Notwithstanding the foregoing, Village agrees and acknowledges that those traffic improvements to be located within 12th Street, or County Hwy E, being under the jurisdiction of Village, and referenced in TIA are driven by conditions unrelated to this Subdivision and Developer shall not be responsible for any costs related to same. In addition, the Village agrees and acknowledges that no traffic improvements along 12<sup>th</sup> Street (County Hwy E) are required by the Village as part of this Subdivision.
- (c) The Village will assist and be a part of the Developer’s concurrent agreement negotiations with Kenosha County Highway Department for the offsite public improvements, at which time, the extent of required improvements will be finalized and part of this agreement.
- (d) The Developer shall be responsible to pay for, and shall proceed with, the preparation of complete plans and specifications for the offsite public roadway improvements by

Developer's engineer.

**Section 3.13** Maintenance Prior to Acceptance

- (a)** Until final acceptance of each Phase of the Project, all improvements shall be maintained by the Developer, so they conform to the approved plans and specifications at the time of their Final Acceptance by the Village Board. This maintenance shall include routine maintenance, such as crack filling, roadway patching, Street Tree replacement, and the like. In cases where emergency maintenance is required, the Village Board retains the right to complete the required emergency maintenance in a timely fashion and bill the Developer for all such associated costs. Said bill shall be paid by the Developer within thirty (30) days of receipt, provided that the Developer shall have the right to review, dispute, and cure any such costs, which must be reasonable and documented. The Developer's obligation to maintain all improvements shall expire at the expiration of the guarantee period for each individual Phase.
- (b)** Street sweeping and dust suppression shall be done by the Developer upon a regular basis as needed to ensure a reasonably clean and safe roadway until Final Acceptance by the Village Board. Should the Developer fail to meet this requirement, the Village Board will cause the work to be done and will bill the Developer on a time and material basis. Said bill shall be paid immediately by the Developer.
- (c)** In the event drainage problems arise within the Property as a result of the Project, the Developer shall correct such problems to the satisfaction of the Village Staff. Such correction measures shall include, without limitation because of enumeration, cleaning of soil, loose aggregate and construction debris from culverts, drainage ditches, storm sewers, and streets; dredging and reshaping of siltation or retention ponds; replacing of siltation fences; sodding and seeding; construction of diversion ditches, ponds and siltation traps; and restoration of all disturbed areas. This responsibility shall continue until such time as the roads, ditches, and other disturbed areas have become adequately vegetated and the Village Board is satisfied that the Developer has restored all areas which were disturbed because of this Project.

**Section 3.14** Village Responsibility for Improvements

Except as otherwise provided herein, the Village shall not be responsible for repair, maintenance, or snow plowing, unless otherwise approved by the Village Administrator, on any improvements within any given Phase until the earlier of (a) that Phase is accepted by the Village Board, which shall not be unreasonably withheld, conditioned or delayed; or (b) the Village has granted occupancy to at least one (1) home within that Phase.

**Section 3.15** Risk of Proceeding with Improvements Prior to Approvals of Final Plat

If a Developer proceeds with the installation of public improvements or other work on the site prior to approval of the Final Plat, it proceeds at its own risk as to whether or not the Final Plat will receive all necessary approvals. The Developer, prior to commencement of the installation of public improvements or other work on site, shall notify the Village of the Developer's intention to proceed with the installation of public improvements or other work on site, prior to approval of the Final Plat. Additionally, Developer shall make arrangements to have any public improvements and/or other work on site inspected by the Village Engineer. The Village agrees to provide timely inspections and not unreasonably delay or withhold approvals

Section 3.16                      Guarantee

The Developer shall warrant and guarantee the Required Improvements for workmanship and materials for the Guarantee Period. The Village may utilize any or all Security during the Guarantee Period, after written notice to Developer and opportunity to cure as detailed below, to repair or replace any deficient workmanship or materials used in the Required Improvements, provided that such deficiencies are objectively determined in accordance with industry standards. Weather permitting, Developer shall have sixty (60) business days after receipt of any such written notice from the Village during which to correct the issue identified in the notice, or such longer period as may be reasonably necessary to effect such cure provided Developer commences such cure during the sixty (60) day period and thereafter diligently pursues such cure to completion. In the event of a dispute regarding the deficiency, the parties shall engage in a dispute resolution process before the Village can draw on the Security. Any interest earned on the Security shall remain the property of the Developer.

Section 3.17                      Acceptance Procedure, Dedication and Completion of Improvements

- (a)     The Developer shall be responsible for maintaining the integrity and accessibility of the Public Improvements within a Phase, including any necessary plowing of such roads, to the reasonable satisfaction of the Village commencing in issuance of a building permit within such Phase and continuing until the earlier of (i) such Public Improvements are finished and accepted by the Village, which shall not be unreasonably withheld, conditioned or delayed; or (ii) the Village has granted occupancy to at least one (1) home within that Phase. If the Developer does not maintain the Public Improvements to the Village's reasonable satisfaction during such time, upon written notice, the Village may issue stop-work orders to all issued building permits until the Developer restores the condition of the Public Improvements. However, the Developer shall have a cure period of ten (10) days from the date of such notice to address the maintenance issues before any stop-work orders are issued. Additionally, any stop work orders shall be limited to the affected areas or lots.
- (b)     Construction activities related to improvements upon any lot shall not spill over (unless an adjacent lot is owned by Developer or an affiliate) except as per approved plans. Developer shall notify the Village when it believes that any or all of the Required Improvements have been fully and properly completed and request final inspection and

approval of the Required Improvements by the Village. The initial notice and request must be given in advance, to allow the Village time to inspect the Required Improvements and to prepare a punch list of items requiring repair or correction and to allow Developer time to make all required repairs and corrections prior to the acceptance by the Village. Developer will promptly make all necessary repairs and corrections as specified on the punch list and provide 24-hour notice for reinspection of such repairs and corrections. The Village may approve all or any portion of the Required Improvements once (a) all or any portion of the Required Improvements, including any applicable punch list items, have been fully and properly completed; (b) the Village has determined that the specific Required Improvement have been constructed to completion, in accordance with the Plans and Specifications; (c) delivery of all required test results; (d) receipt of lien waivers from all contractors; (v) review and certification by Village Consulting Engineer of the above; and (vi) receipt of recorded easement documents, if applicable.

(c) As long as the Public Improvements have been constructed in the manner required herein, and Developer has provided all required documentation for acceptance as required under this Agreement, the Village agrees to complete the acceptance of the Public Improvements by the following December. The Public Improvements shall be deemed accepted upon issuance of any Certificate of Occupancy. A document for formal Dedication and Acceptance shall be recorded with the office of the Kenosha County Register of Deeds. This shall be the "Acceptance Procedure," and acceptance by the Village under this Acceptance Procedure shall be deemed to be "Acceptance." If rejected, the Village shall notify the Developer, in good faith and in writing, that the Public Improvement does not meet the requirements herein, specifying any material deficiencies.

(d) Notwithstanding anything herein to the contrary, the Required Improvements may be accepted in phases, and the Security shall be reduced accordingly in phases.

Section 3.18                      Donation in Lieu of Impact Fee

Developer and Village agree that in lieu of the imposition of the fees delineated in Section 18.30 of the Code of Ordinances of the Village of Somers, including the impact fees, the Developer shall make to the Village a voluntary donation in the total amount of One-million, Six-hundred and Twenty-two Thousand, One-hundred Eighty and 00/100 Dollars (\$1,622,180.00). This total sum shall be divided by the total number of lots within the Subdivision, and the resulting per-lot amount shall be payable in equal portions for each lot at the earlier of (a) issuance of a building permit for that lot or (b) sale of that lot, whichever occurs first. Developer shall provide Village with written notice upon sale of all lots that occur within a given year no later than December 31<sup>st</sup>. Upon payment of this donation, the Village agrees to forever waive its right to impose any impact fee that exists within the Village Code as of the Effective Date. The Developer and the Village hereby agree to be contractually bound by the terms and conditions of this paragraph, in lieu of the terms and conditions of Section 18.30 of the Code of Ordinances. Except as provided

hereafter, and in consideration of such accommodation on the part of the Village, the Developer agrees to forever waive and relinquish any objection to this donation by the Village whether such objection could be based upon Chapter 18 of the Code of Ordinances of the Village of Somers, Chapter 66 of the Wisconsin Statutes or otherwise. This waiver and acknowledgment shall be binding upon the legal successors and assigns of the Developer. Developer affirmatively represents that it is not necessary for the Village to expend the donation received under this Agreement in the year in which received and that the Village may use such donation for any lawful purpose without consulting with or advising the Developer as to how such donations are to be used. The voluntary donation referred to in this paragraph shall not eliminate the requirements of municipal sanitary sewer and municipal water connection fees to be paid by users on the Property of those systems as required by Sections 18.30(L) and (R) and Appendix "C" of Chapter 13 of the Code of Ordinances of the Village as described hereafter.

Section 3.19                      Security

The Developer shall deposit an irrevocable letter of credit, bond, or cash equivalent in form acceptable to and approved by the Village Attorney (which shall not be unreasonably withheld) for the Public Improvements to be constructed (the "Security"). The amount of the Security shall be one hundred twenty percent (120%) of the full amount of its engineer's estimate, which shall be verified by the Village's engineer, for all costs related to construction costs for any Public Improvement related to the Project including engineering administrative and legal fees in addition to costs of construction. Following the deposit of such Security, the Developer shall then award any contract for the Public Improvements to a bidder that is prequalified by the Village. In the event of cash Security, monies shall be placed in to joint escrow with Land and Title Services, or such other title company requested of Developer.

Section 3.20                      Survey Monuments

Before final approval of any plat or CSM within the corporate limits of the Village, the Developer shall install survey monuments as required by and placed per the requirements of Section 236.15 of the Wisconsin Statutes and as may be required by the Public Works Director. The Public Works Director may waive the placing of monuments, as provided in § 236.15(1)(H) of the Wisconsin Statutes, for a reasonable time, on the condition that the Developer provide Security equal to the estimated cost of installing the monuments to ensure the placing of such monuments within the time required by statute. The Public Works Director may grant additional time upon a showing of cause.

Section 3.21                      Security Length

Subject to the below, the Developer shall provide the Security for the Guarantee Period. Upon Substantial Completion of any portion of the Required Improvements, the Security shall be reduced (which reduction may occur at various times, as certain Required Improvements are inspected and approved by the Village). However, upon Substantial Completion, the amount of the Security the Village requires the Developer to provide may be no more than an amount equal

to the total costs to complete any uncompleted Required Improvements plus ten percent (10%) of the total costs related to construction of the completed Required Improvements.

Section 3.22 Security Amount

The estimated total cost to complete the required public improvements shall be determined per Wis. Stats. s. 236.13(2)(am)1d.

Section 3.23 Security Draws

The Village may draw on the Security to complete any Public Improvements with a specific Phase of the Project upon 60-day written notice to the Developer of its failure to complete such Public Improvements for the applicable Phase if the Developer fails to Substantially Complete the Public Improvements within the dates set forth herein, provided, however, that Developer is not actively curing such failure to meet the deadline(s) for the Public Improvements. For the purposes of this Agreement, "actively curing" shall mean undertaking and continuing substantial efforts to complete the applicable Public Improvements. In the event of a dispute regarding whether the Developer is actively curing, the parties agree to engage in good faith negotiations to resolve the dispute before any draw on the Security.

Article IV. Land Division

- (a) The Village will not unreasonably withhold or delay the approval process for the Final Plat of the Subdivision, and will complete its review within thirty (30) days after all the following, within any given phase, has been completed.
- i. Payment by the Developer of all amounts that are due prior to plat approval under this Agreement.
  - ii. The date this Agreement becomes effective.
  - iii. Upon either (a) acceptance of dedication of the improvements described in this Agreement, or (b) upon the filing with the Village Clerk and acceptance by the Village, a financial guarantee that meets the criteria set forth in Section 3.15 for such purpose in accordance with the terms of this Agreement, which acceptance shall not be unreasonably withheld or delayed.
- (b) Within thirty (30) days after approval of the Final Plat by the Village, the Developer shall provide the Village Clerk with a certified check payable to the office of the Kenosha County Register of Deeds sufficient for the recording fees for this Agreement, or a memorandum of this Agreement. The Village shall cause this Agreement, or a memorandum thereof, to be recorded and shall provide the Developer with evidence of the recording.
- (c) Within thirty (30) days after the approval by the Village, the Developer shall provide the

Village Engineer with a fully recordable Final Plat containing all necessary information and signatures, together with a check payable to Kenosha County Register of Deeds sufficient for the recording fees for the Final Plat. The Village shall cause the Final Plat to be recorded within fifteen (15) days of receipt and shall promptly provide the Developer with evidence of the recording.

- (d) The Developer and Village agree that the construction of the Subdivision, the land division of the Property, and the installation of improvements described in Sections II and III may occur in multiple phases.

Section 4.02 Outstanding Permits

Upon such Substantial Completion, the Village shall release any outstanding local building permits related to and dependent upon Substantial Completion.

Section 4.03 Timing of Building Permits

Upon Developer's request, the Village shall issue building permits prior to Substantial Completion of the Required Improvements. No building permit, with the exception of model home(s), will be issued for the construction of a home until such home lot abuts upon a passable binder course which will allow proper and ready access for fire, police, and other Village services.

Article V. Occupancy

The Village shall only grant a final Certificate of Occupancy once the Required Improvements are Substantially Complete. A temporary certificate of occupancy will be granted on a building-by-building basis prior to Substantial Completion.

Article VI. Legal Action

In addition to the provisions outlined in this Agreement, the Village may take any other appropriate action at law or equity to enforce compliance with the provisions of this Agreement. In the event of a legal action in which the final determination favors the Village, the Village may collect its actual attorneys' fees and expenses, from the Developer, and likewise in the event of a legal action in which the final determination favors the Developer, the Developer may collect its actual attorney's fees and expenses from the Village.

Article VII. Personal Liability of Public Officials

In carrying out any of this Agreement's provisions or exercising any power or authority granted to them thereby, there shall be no personal liability of the Village officers, agents, or employees, except in cases of fraud, willful misconduct, or negligence. In such matters, they act as agents and representatives of the Village.

Article VIII. Indemnification and Hold Harmless Agreement

The Developer expressly agrees to indemnify and hold the Village and its agents harmless from and against all claims, judgments, damages, penalties, fines, costs, or loss (including any reasonable fees for attorneys or experts retained by the Village), to the extent arising from the Developer’s negligence or willful misconduct in performance work on the Property pursuant to this Agreement. The Developer is not an agent or employee of the Village. The Developer shall perform all work or obligations under the terms of this Agreement following all applicable state, federal, and local laws, rules, and regulations.

Article IX. Indemnification for Environmental Contamination

The Developer shall indemnify, defend, and hold the Village and its officers, employees, and agents harmless from any claims, judgments, damages, penalties, fines, costs, or loss (including reasonable fees for attorneys and consultants) that arise as a result of the presence in or on Village Parcels of the Substances to the extent arising from any negligent or wrongful activity conducted by the Developer, or by the Developer’s contractors, on the Property pursuant to this Agreement.

The Village agrees to deliver immediately written notice to the Developer discovery of the Substances in or on the Village Parcels. Following delivery to the Developer of written notice of the Village’s claim as required under this paragraph, the Village shall make all reasonable accommodations to allow the Developer to examine the Village Parcels and conduct such clean-up operations as may be required by appropriate local, state, or federal agencies to comply with applicable laws.

In the event the Developer is obligated to indemnify the Village against claims arising under this paragraph, the Parties agree that the Developer shall have no further liability or obligations under the terms and provisions of this paragraph upon the Village’s receipt of the Closure Documents. The Closure Documents may be predicated upon any contingency or restriction approved by the appropriate governmental authority for groundwater or registration in any registry, including, without limitation, the GIS Registry.

Article X. Insurance Requirements

Section 10.01 General

The Developer shall require its contractors to obtain insurance reasonably acceptable to the Village as required under this section, which shall name the Village, on a primary and non-contributory basis, as an additional insured or loss payee as the Village shall direct, subject to the terms of the insurance policies. The Developer’s contractors shall maintain all required insurance under this section until the Village accepts the dedication of all Required improvements and for the duration of the Guaranty Period.

Section 10.02                      Certificates of Insurance

Where the Village does not specify other limits for liability insurance, the minimum limits of liability shall be as follows:

- Employer’s liability: \$100,000.00 per occurrence
- Comprehensive Motor Vehicle Liability: \$1,500,000.00 per Bodily Injury Accident & Property Damage Combined
- Comprehensive General Liability, Bodily Injury: \$1,500,000.00 per accident
- Property Damage Combined: \$1,000,000.00 aggregate

The Developer’s contractors may furnish coverage for bodily injury and property damage for Comprehensive Motor Vehicle Liability and Comprehensive General Liability through primary liability policies or in combination with an umbrella excess third-party liability.

Article XI.                      Owner’s General Liability Insurance

The liability limits shall be the same as those of the Comprehensive General Liability shown above. Only an insurer authorized to do business in Wisconsin by the Wisconsin State Insurance Department shall carry the insurance required under this Agreement.

Article XII.                      Agreement Runs with the Land

This Agreement shall be binding upon the Developer, their successors in title, or their assigns. The Village agrees and acknowledges that the Developer may assign certain obligations herein to the homeowners association that will be set for the Subdivision. The provisions hereof shall run with the land and bind owners and all subsequent owners of the Property or any portion thereof. The transfer or sale of any lot or parcel within the Property shall not relieve the assignor of any obligations herein of their continuing liability hereunder except as provided herein, unless the assignee assumes the obligations in writing.

Article XIII.                      No Partnership or Venture

The Developer, their contractors or their subcontractors shall be solely responsible for the completion of the Project. Nothing contained in this Agreement shall create or affect any partnership, venture or relationship between the Village and the Developer, any contractor or any subcontractor employed by The Developer in the construction of the Project.

Article XIV.                      Conflict of Interest

No member, officer, or employee of the Village, during their tenure or for one (1) year after that, will have or shall have had any interest, director indirect, in this Agreement or any proceeds thereof, unless such member or officer abstained from any participation in the Village receive

and process of the Project and the Agreement from the point of time when a potential conflict of interest arose and after that.

## Article XV.            Notices

The Parties shall consider all written notices contemplated by this Agreement given upon receipt if hand- delivered to the party or person intended or a successor designated by a party to this Agreement or upon facsimile transmission to the fax numbers set forth herein or a successor number or numbers designated by the party, or one business day after deposit with a nationally recognized overnight commercial courier service, air bill prepaid, or 48 hours after deposit in the United States mail, postage prepaid, by certified mail, return receipt requested, addressed by name and address to the party or person intended as follows, or a successor party or address, or both:

### Section 15.01            To Developer

Attn: Ken Frank

Home Path Financial Limited Partnership, Attn: Ken Frank

19435 West Capitol Drive, Suite 204

Brookfield, WI 53045

Email: KFrank@myhomepath.com

Notice by email is expressly permitted and shall be deemed effective upon transmission.

### Section 15.02            To the Village

Village Clerk

Village of Somers, WI

PO Box 197

Somers, WI 53171

Email: WBurnette@somerswi.gov

## Article XVI.            Default

### Section 16.01            Developer Default

The occurrence of any one or more of the following events shall constitute a default by the Developer hereunder:

- (a) The Developer fails to pay any amounts when due under this Agreement and further fails to pay such undisputed amounts on or before thirty (30) days following written notice of such failure;
- (b) The Developer materially breaches or fails to perform timely or observe timely any of its covenants or obligations under this Agreement (other than relating to the payment of money), and such failure shall continue for thirty (30) days following notice thereof from

the Village (or such longer period of time as is otherwise expressly set forth herein or as is reasonably necessary to cure the default as long as the Developer has commenced the cure of the default within the thirty (30) day period, is diligently pursuing the cure of the default and as long as the default is cured not later than one hundred twenty (120) days following the notice thereof from the Village or such longer period of time as is reasonably agreed to by the Village);

(c) The Developer:

- (1) Makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its/his assets;
- (2) Becomes the subject of an “order for relief” within the meaning of the United States Bankruptcy Code, or files a petition in bankruptcy, for reorganization or to affect a plan or other arrangement with creditors;
- (3) Has a petition or application filed against it in bankruptcy or any similar proceeding, or has such a proceeding commenced against it and such petition, application or proceeding shall remain undismissed for a period of ninety (90) days or the Developer shall file an answer to such a petition or application, admitting the material allegations thereof;
- (4) Applies to a court for the appointment of a receiver or custodian for any of its assets or properties, with or without consent, and such receiver shall not be discharged within ninety days after their appointment;
- (5) Adopts a plan of complete liquidation of its assets; or
- (6) Shall cease to exist.

Section 16.02            Village Default

The Village shall be deemed to be in default in the event it materially breaches or fails to perform timely or observe timely any of its covenants or obligations under this Agreement, and such failure shall continue for thirty (30) days following notice thereof from the Developer (or such longer period of time as is otherwise expressly set forth herein or as is reasonably necessary to cure the default as long as the Village has commenced the cure of the default within the thirty (30) day period, is diligently pursuing the cure of the default and as long as the default is cured not later than one hundred twenty (120) days following the notice thereof from the Developer or such longer period of time as is reasonably agreed to by the Developer).

Section 16.03            Default Occurrence

- (a) Upon the occurrence of any default by the Developer, upon ten (10) days' notice (or such longer time as pay be prescribed in this Agreement), without further demand or action of

any kind by the non-defaulting party and except as expressly set forth below, the Village may (a) temporarily suspend payment of any Village payments under this Agreement during the continuance of any uncured default by the Developer, or (b) perform of any Developer obligations under this Agreement. Upon the cure of any such default on the part of the Developer (which cure may include the Substantial Completion of the Project after the completion dates set forth herein), then, if and to the extent the Village suspended any payments of Village payments, the Village shall promptly distribute to the Developer any payments so suspended and promptly resume payments of amounts due with respect to the Village payments due under this Agreement and continue such payments so that the cumulative amount paid upon full amortization is equal to that amount contemplated under this Agreement.

- (b) Upon the occurrence of any default by the Village, upon ten (10) days' notice (or such longer time as may be prescribed in this Agreement), without further demand or action of any kind by the Developer may, at its option, pursue any or all rights and remedies available by law or in equity.
- (c) No remedy shall be exclusive of any other remedy, and every remedy shall be cumulative. No failure or delay on the part of any party in exercising any right or remedy shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude other or further exercise thereof or the exercise of any other right or remedy.
- (d) Notwithstanding the preceding, the Village shall not terminate this Agreement or pursue, exercise, or claim any rights or remedies arising out of a default by the Developer hereunder, except injunctive relief, specific performance, or the temporary suspension of Village payments unless the Developer, its mortgage lender, or their designees have not commenced commercially reasonable efforts to cure any such default within sixty (60) days after receipt of a written notice from the Village to the Developer and its mortgage lender that if they do not commence efforts to cure such default, then the Village intends to pursue its other rights and remedies hereunder, including, without limitation, the right to terminate this Agreement.
- (e) In the event of a default or bad faith by either party, all reasonable fees, costs, and expenses actually incurred by the non-defaulting party, including reasonable attorney's fees, in connection with the enforcement of this Agreement shall be paid by the defaulting party, including without limitation the enforcement of the non-defaulting party's rights in any bankruptcy, reorganization, or insolvency proceeding.
- (f) Before litigation, as a condition precedent to bringing litigation, any party deeming itself aggrieved under this Agreement shall be obligated to request nonbinding mediation of the dispute. Mediation shall proceed before a single mediator. The parties shall agree upon a mediator, and if they fail to do so within thirty (30) days, either party may apply to Circuit Court for Kenosha County for the designation of a mediator. If the parties do not

accept the mediator's recommendation, the aggrieved party may commence an action. However, the parties shall agree to alternative dispute resolution if the County orders.

**Article XVII.** Severability

The provisions of this Agreement are severable. If a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, this Agreement's remaining provisions shall bind all parties.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in the day and year set forth below.

**DEVELOPER:**  
**HOME PATH FINANCIAL LIMITED PARTNERSHIP**

By: \_\_\_\_\_  
Kenneth Frank, Authorized Agent

STATE OF WISCONSIN )  
  ) SS:  
COUNTY OF KENOSHA            )

Personally came before me this day of \_\_\_\_\_, 2026, Kenneth Frank, Authorized Agent of Home Path Financial Limited Partnership, a Wisconsin limited partnership, to me known to be the individual who executed the foregoing instrument, and acknowledged the same as the act and deed of Home Path Financial Limited Partnership.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public, \_\_\_\_\_ Wisconsin  
My Commission: \_\_\_\_\_

*[Developer Signature Page to Development Agreement]*



## EXHIBIT LIST

### EXHIBITS INCORPORATED BY REFERENCE.

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

- Exhibit ~~“A”~~ Site Plan
- Exhibit ~~“B”~~ Watermain Plan
- Exhibit ~~“C”~~ Sanitary Sewer Plan
- Exhibit ~~“D”~~ Typical Road Section
- Exhibit ~~“E”~~ Stormwater Plan
- Exhibit ~~“F”~~ Landscape Plan
- Exhibit ~~“G”~~ Stormwater Maintenance Agreement
- Exhibit ~~“H”~~ Form of Letter of Credit
- Exhibit ~~“I”~~ Revenue Bond
- Exhibit ~~“J”~~ Legal Description
- Exhibit ~~“K”~~ Photometrics
- Exhibit ~~“L”~~ Tax Covenant
- Exhibit ~~“M”~~ Declarations of Covenants, Conditions, Restrictions for Streets of Maplecrest



**Term Sheet  
to Village Staff  
(Required for meeting with Village Staff)**

**Date**

5/5/2026

Project Narrative

Streets of Maplecrest Subdivision

Parcel(s) ID

82-4-222-201-0100

Total Acreage

Parcel is 161.55 acres. Site plan is 127.7 acres to be developed.

Number of units or square  
footage

28 duplexes, 257 detached single-family.

Lot size if appropriate

Minimum 9,000 SF

If in a TID, which one?

No

Incentive? (Y/N) and  
amount of the request

No

Projected assessed value  
by phase

Phase 1: 48 lots (\$24-28M); Phase 2: 57 lots (\$27-31M); Phase 3: 49 lots (\$27-33M); Future Lots: 117 (\$60-\$72M)

Building timeline

If approved, may start as early as July 2026 with first production scheduled in August. Phases 1 scheduled completed by 2027, Phase 2 by 2028. Full buildout expected in 4-5 years.

Will the project be  
financed? To what  
amount?

The Developer is handling the financing of the project in a phased approach rather than debt.

Key Issues

- 1) The future multi-family develop phase is not included in the Agreement.
- 2) The Village has stormwater management issues to the southeast of the site. To alleviate, the Developer expanded the size of the detention ponds, which required additional approval from the DNR. Developer still needs approval of final plat and plans. If the Development Agreement is approved then it must be subject to final approval of plans from the Village Engineer, and plat by the Village.
- 3) Minimum Floor Area. Not including the basement or garage areas, all Residences shall have the following minimum living areas:
  - a) Single-story detached houses shall have not less than one thousand four hundred (1,400) square feet of finished area.
  - b) Two-story detached houses shall have not less than a combined total of one thousand eight hundred (1,800) square feet of finished area on both floors. The first floor shall have no less than one thousand (1,000) square feet of livable area.
  - c) Single-story side-by-side houses shall have not less than seven hundred and forty (740) square feet per unit of finished area.
  - d) Two-story side-by-side houses shall have not less than a combined total of one thousand five hundred (1,500) square feet of finished area on both floors. The first floor shall have no less than 650 square feet of livable area.

**To:** Ken Frank  
Home Path Financial, LP

**Date:** March 3, 2026

**From:** Brett D. Biber, P.E.

**Project No.:** 2500325.00

**Subject: The Streets of Maplecrest - Review Comments and Request for Additional Information**

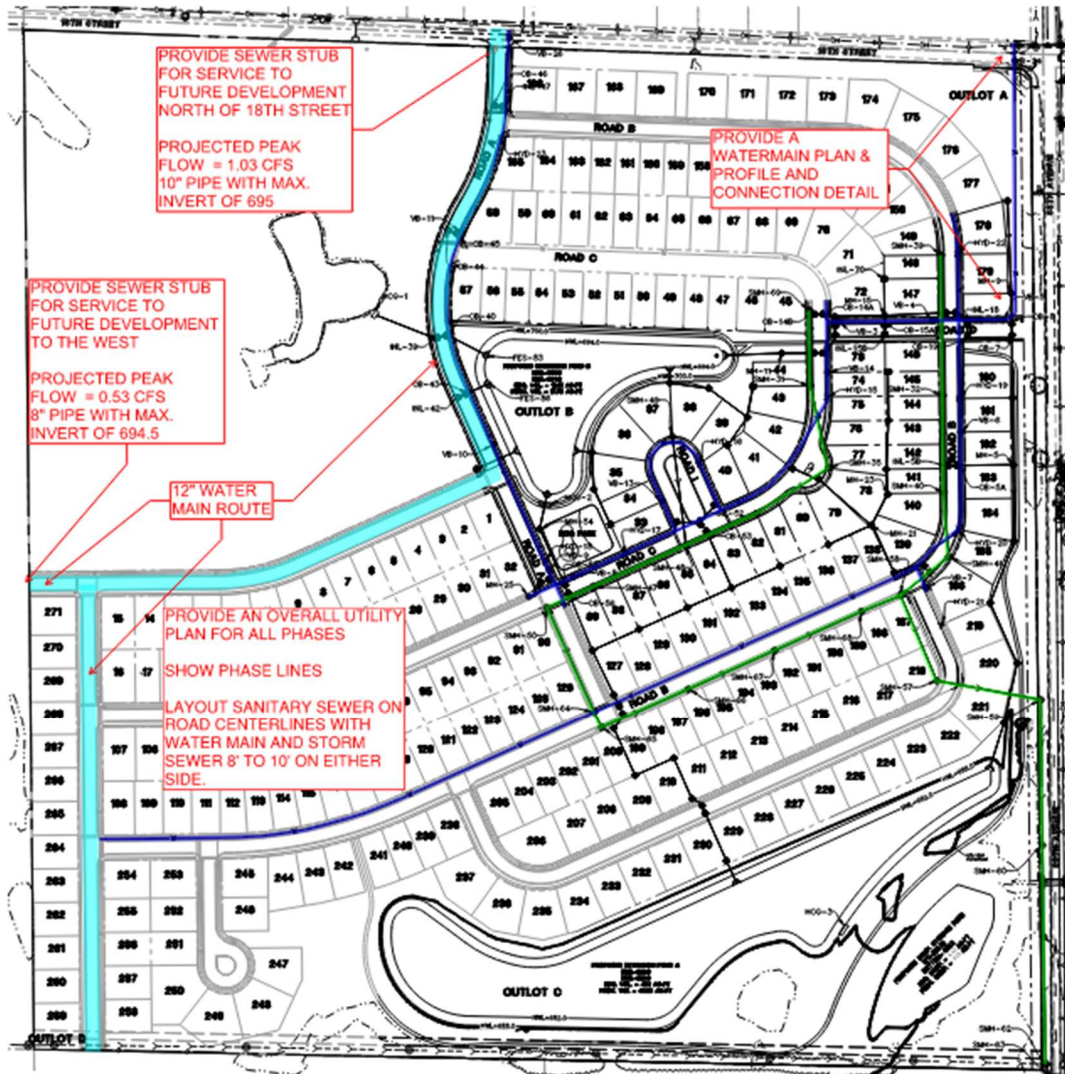
We reviewed the following documents prepared by Manhard Engineering for The Streets of Maplecrest Project:

- Engineering plans dated 1/23/26.
- Stormwater Management Report dated 2/3/26.

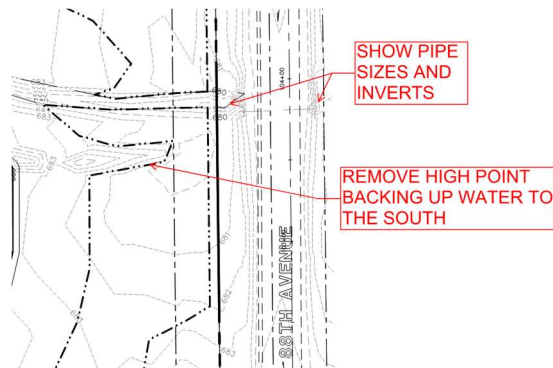
The submittal is considered preliminary and incomplete. The comments below address general concerns and design guidelines:

**Plans:**

1. Sheet 1, Cover Sheet: Provide a datum conversion from NAVD88 to NGVD29.
2. Sheet 2, Master Site Plan:
  - a. All stormwater improvements must be constructed with Phase 1.
  - b. Full engineering plans must be submitted and developer agreements recorded for each phase.
3. Sheets 4 & 5, Existing Conditions and Demo Plan:
  - a. Hatching is inconsistent with the legend.
  - b. What is being done with the pavement in the R/W at the existing clubhouse?
4. Sheet 6 to 16, Utility Plans: (See Mark-Up Below)
  - a. Provide a 10-inch sewer main stub to the north with a minimum invert elevation of 695.
  - b. Provide an 8-inch sewer main stub to the west with a minimum invert elevation of 694.5.
  - c. Provide a water main plan and profile for the connection at 18<sup>th</sup> Street and 88<sup>th</sup> Street.
  - d. Show Phase lines.
  - e. Layout sanitary sewer on road centerlines with water main and storm sewer 8 to 10-feet on either side.
  - f. Install 12-inch water main from 18<sup>th</sup> Street extending to the west and the south. See 12-inch water main route in blue below.
  - g. Provide storm sewer and pond outlet structure information on the plans.
5. Sheets 17 to 26, Grading Plans: (See Mark-Up Below)
  - a. Provide an interim grading plan taking into account avoidance of wetlands and floodplains if necessary.
  - b. Show proposed contours for Pond B.
  - c. Tie pond contours into existing/proposed grading contours.
  - d. Provide an overall grading plan including overland flow route between houses from Pond B to Pond A.
  - e. Show pipe sizes and inverts under CTH H on Sheet 26.
  - f. Remove high point backing up water to the south.



Sheet 6: Overall Utility Map Mark-Ups



Sheet 26: Grading Plan Mark-Ups

6. Sheets 28 to 37, Erosion Control Plan:
  - a. Provide interim erosion control for each phase.
7. Sheet 40 to 51, Plan and Profile Sheets:
  - a. Show required length of water main joint restraint at dead ends, bends, and tees.
  - b. Show existing water main in plan and profile for connections at 18<sup>th</sup> Street.
  - c. Note areas requiring granular backfill in the profile view.
  - d. Show utility crossing conflicts.
  - e. Hydrants shall be placed at high points in the water main.
  - f. Detail road connections at 18<sup>th</sup> Street and CTH H.
  - g. An easement is required to extend the sewer to CTH H on sheet 50.
  - h. Provide a drop manhole at SMH-60. The drop is greater than 2-feet.
  - i. Detail the sanitary sewer connection to existing on sheet 51.
8. Sheet 52, Street Light and Signage Plan:
  - a. Show monument sign locations at entrances in an outlot or easement.
  - b. Provide photometric plan.
9. Sheet 53 to 57, Details and Specifications:
  - a. Include the attached Village Material Specifications.
  - b. Verify that all details comply with the Village Material Specifications.
  - c. Curb inlets shall be 2' x 3' concrete boxes with a Neenah R-3067 casting.
  - d. Verify that pond outlet details on sheet 54 match the plans and calculations.
  - e. Provide pond typical cross-sections.

**Stormwater Management Report:**

1. Provide a node diagram.
2. Provide a proposed conditions map.
3. What is "Onsite-Depression-I"?
4. Provide an infiltration evaluation.
5. Provide pond routing for required storms.
6. Provide pond and ultimate discharges based on modelled outlet structures and pipes.
7. Verify that the overland flow routes have capacity.
8. Show overland flow route between houses north of Pond A.
9. The CLOMR review will be forwarded when completed.

**Status of Engineer's Approval: INCOMPLETE, NOT APPROVED**

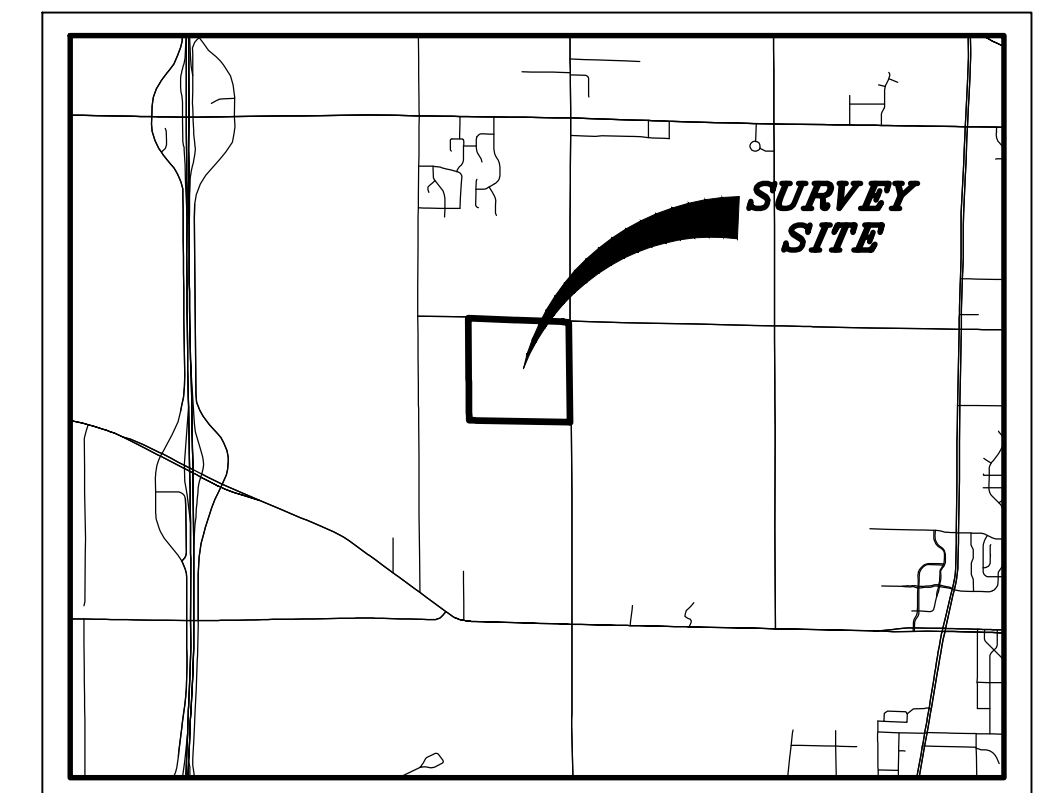
Brett D. Biver, P.E.

Copy to:        Jim Hurley, Village Administrator  
                     George Stoner, Village President  
                     Kevin Poirier, Assistant Village Administrator  
                     Douglas R. Snyder, P.E., Village Engineer  
                     Dustin Priebe, Atwell

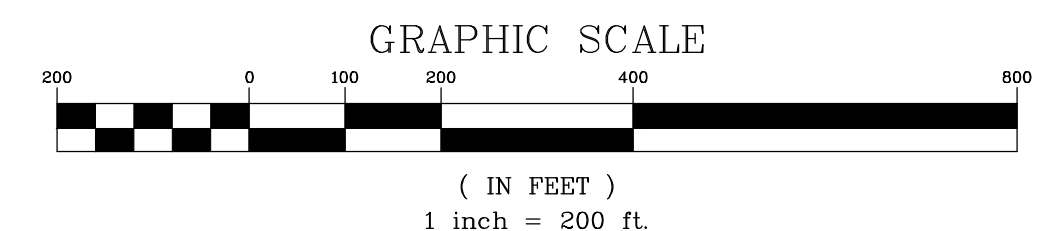
# PRELIMINARY PLAT OF THE STREETS OF MAPLECREST SUBDIVISION

BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 20, TOWN 2 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, SAID LAND BEING IN THE VILLAGE OF SOMERS, COUNTY OF KENOSHA AND STATE OF WISCONSIN.

**PIN'S**  
82-4-222-201-0100



**LOCATION MAP**  
NOT TO SCALE



### BASIS OF BEARINGS

BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM (KENOSHA COUNTY) NAD 83 (2011) IN WHICH THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 20, T2N, R22E, IS ASSUMED TO BEAR S00°39'42"E (N02°06'27"W)

### PROPERTY AREA

TOTAL AREA = 7,043,447 SQUARE FEET (161.695 ACRES)

### ABBREVIATIONS

- P.U.D.E. = PUBLIC UTILITY AND DRAINAGE EASEMENT
- P.U.E. = PUBLIC UTILITY EASEMENT
- U.E. = UTILITY EASEMENT
- D.E. = DRAINAGE EASEMENT
- B.S.L. = BUILDING SETBACK LINE

### SURVEY PREPARED FOR

HOME PATH FINANCIAL LIMITED  
PARTNERSHIP (ATTN: KEN FRANK)  
5116 N. 126<sup>TH</sup> STREET  
BUTLER, WI 53007

### EXISTING ZONING

PR-1 PARK-RECREATIONAL DISTRICT

### PROPOSED ZONING

R-5 URBAN SINGLE-FAMILY RESIDENTIAL PUD  
R-11 MULTIPLE-FAMILY RESIDENTIAL DISTRICT

### SURVEYOR CERTIFICATE:

STATE OF ILLINOIS } SS  
COUNTY OF LAKE }

HOME PATH FINANCIAL LIMITED PARTNERSHIP HAS DIRECTED ME TO MAKE THIS SUBDIVISION OF THE PROPERTY DESCRIBED AS FOLLOWS:

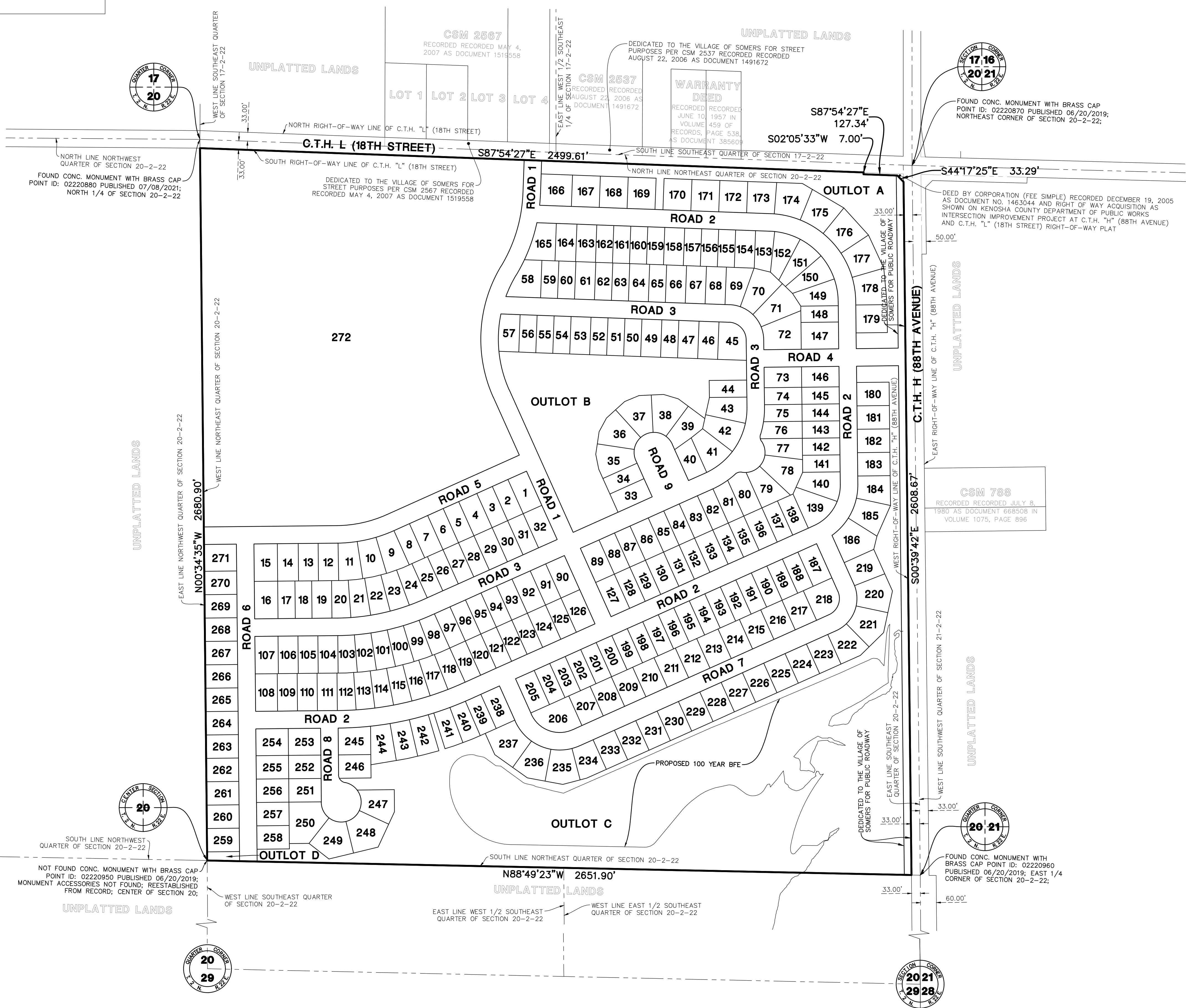
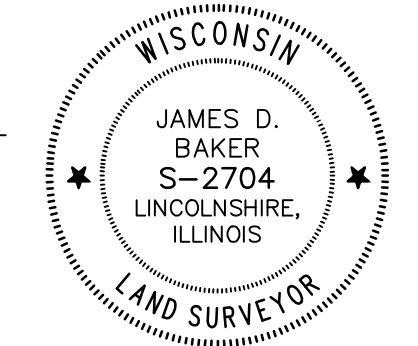
THE NORTHEAST QUARTER OF SECTION 20, TOWN 2 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THAT PART CONVEYED TO KENOSHA COUNTY BY DEED FOR ROAD PURPOSES, RECORDED DECEMBER 19, 2005 AS DOCUMENT NO. 1463044 AND LYING AND BEING IN THE VILLAGE OF SOMERS, COUNTY OF KENOSHA, STATE OF WISCONSIN.

AND THAT THE PLAT IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE SUBDIVISION OF IT AND THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATE STATUTES IN SURVEYING, DIVIDING AND MAPPING.

DATED THIS 18TH DAY OF NOVEMBER, A.D., 2025.

### FOR REVIEW ONLY

JAMES D. BAKER  
S-2704  
LINCOLNSHIRE, ILLINOIS  
WISCONSIN PROFESSIONAL LAND SURVEYOR NO. 2704  
EMAIL ADDRESS: jbak@MANHARD.COM  
LICENSE EXPIRES JANUARY 31, 2026



UNPLATTED LANDS  
NORTH LINE NORTHWEST QUARTER OF SECTION 20-2-22  
FOUND CONC. MONUMENT WITH BRASS CAP  
POINT ID: 02220880 PUBLISHED 07/08/2021;  
NORTH 1/4 OF SECTION 20-2-22

UNPLATTED LANDS  
SOUTH LINE NORTHWEST QUARTER OF SECTION 20-2-22  
NOT FOUND CONC. MONUMENT WITH BRASS CAP  
POINT ID: 02220950 PUBLISHED 06/20/2019;  
MONUMENT ACCESSORIES NOT FOUND; REESTABLISHED  
FROM RECORD; CENTER OF SECTION 20;

UNPLATTED LANDS  
SECTION CORNER 17 16 20 21  
FOUND CONC. MONUMENT WITH BRASS CAP  
POINT ID: 02220870 PUBLISHED 06/20/2019;  
NORTHEAST CORNER OF SECTION 20-2-22;

UNPLATTED LANDS  
CSM 786  
RECORDED RECORDED JULY 8,  
1980 AS DOCUMENT 668508 IN  
VOLUME 1075, PAGE 896

UNPLATTED LANDS  
SECTION CORNER 19 20 20 21  
FOUND CONC. MONUMENT WITH  
BRASS CAP POINT ID: 02220960  
PUBLISHED 06/20/2019; EAST 1/4  
CORNER OF SECTION 20-2-22;

### SURVEYOR'S NOTES

1. DISTANCES ARE MARKED IN FEET AND DECIMAL PLACES THEREOF. NO DIMENSION SHALL BE ASSUMED BY SCALE MEASUREMENT HEREON. DISTANCES AND/OR BEARINGS SHOWN IN PARENTHESIS (456.67') ARE RECORD OR DEED VALUES.
2. THIS SUBDIVISION MAY BE SUBJECT TO MATTERS OF TITLE, WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT. PRE-EXISTING EASEMENTS, SETBACKS AND OTHER RESTRICTIONS WHICH MAY BE FOUND IN A CURRENT TITLE REPORT, LOCAL ORDINANCES, DEEDS OR OTHER INSTRUMENTS OF RECORD MAY NOT BE SHOWN.

### SHEET INDEX

SHEET 1	OVERALL BOUNDARY
SHEETS 2-7	SUBDIVISION DETAIL & EASEMENTS

DRAWN BY	PGA
REVISIONS	
DATE	11/19/25 REVISED PER VILLAGE COMMENTS

**Manhard CONSULTING**  
Civil Engineers • Surveyors • Wetland Resource Engineers • Wetland & Wetland-Related Planning • Construction Managers • Environmental Scientists • Landscape Architects • Planners

THE STREETS OF MAPLECREST SUBDIVISION  
SOMERS, WISCONSIN  
PRELIMINARY PLAT OF SUBDIVISION

PROJ. MGR.: JDB
PROJ. ASSOC.: JED
DRAWN BY: PGA
DATE: 09/05/25
SCALE: 1"=200'
SHEET <b>1</b> OF <b>7</b> HPFSOW01



PRELIMINARY PLAT

OF

THE STREETS OF MAPLECREST SUBDIVISION

BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 20, TOWN 2 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, SAID LAND BEING IN THE VILLAGE OF SOMERS, COUNTY OF KENOSHA AND STATE OF WISCONSIN.

PIN'S 82-4-222-201-0100

CSM 2537 RECORDED AUGUST 22, 2006 AS DOCUMENT 1491672

UNPLATTED LANDS

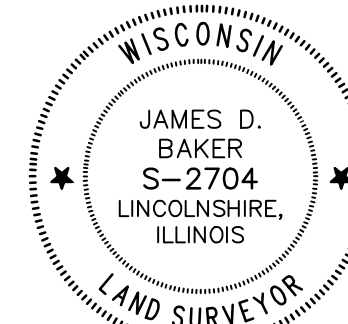
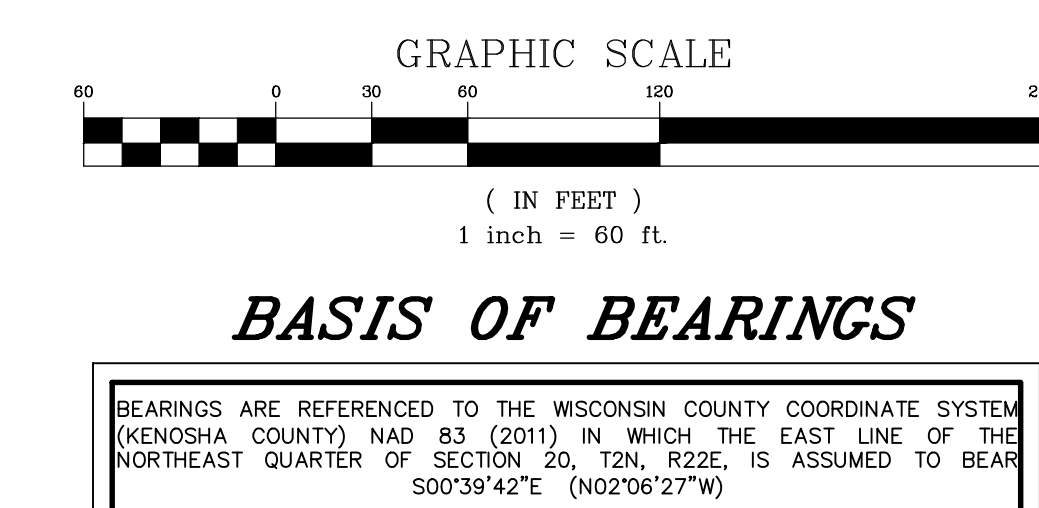
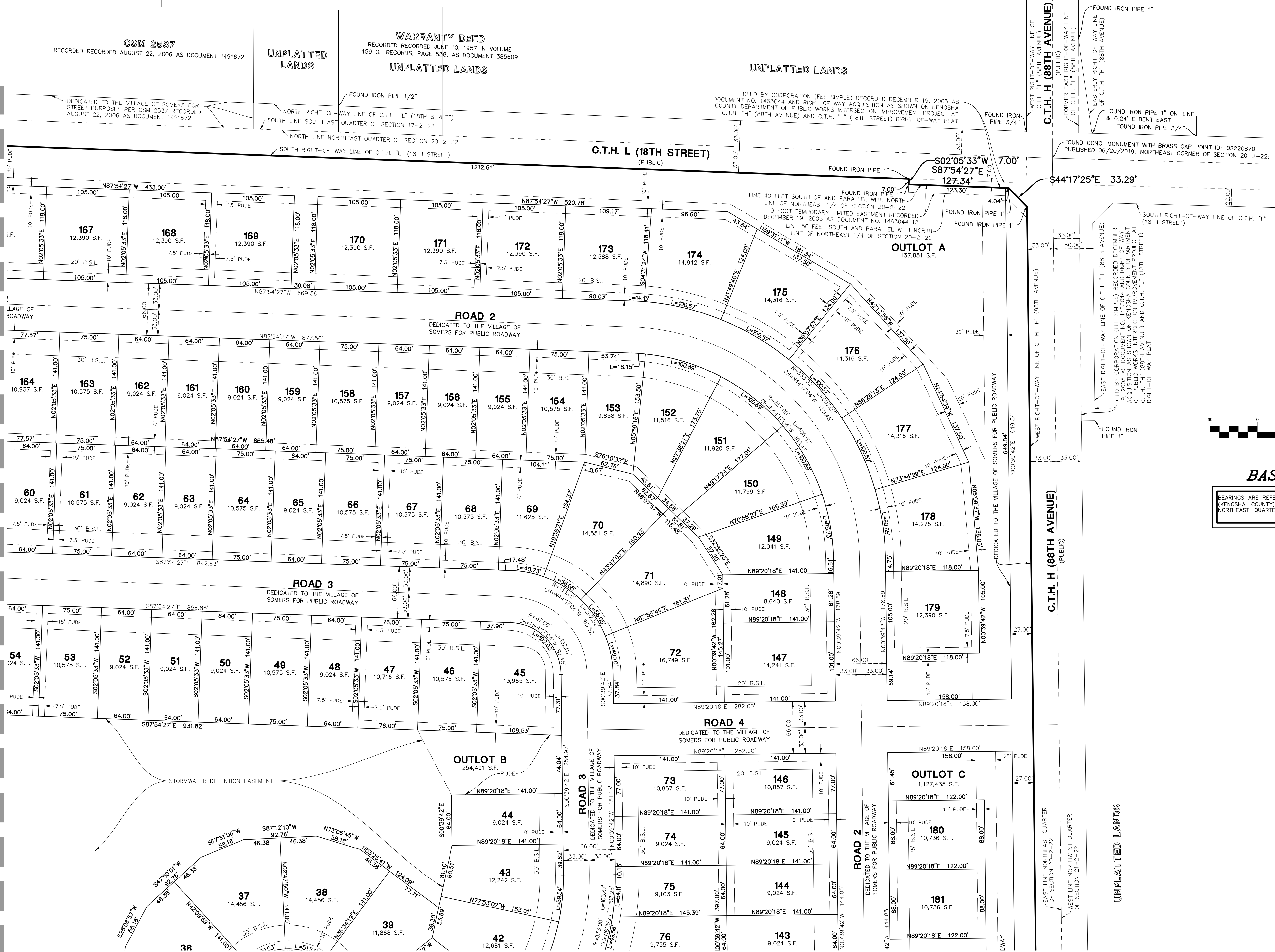
WARRANTY DEED RECORDED JUNE 10, 1957 IN VOLUME 459 OF RECORDS, PAGE 538, AS DOCUMENT 385609 UNPLATTED LANDS

UNPLATTED LANDS

C.T.H. L (18TH STREET) (PUBLIC)

C.T.H. H (88TH AVENUE) (PUBLIC)

C.T.H. H (88TH AVENUE) (PUBLIC)



SEE SHEET 2

SEE SHEET 5

Table with columns for DATE, REVISIONS, and COMMENTS.

Manhard CONSULTING LTD logo and contact information.

Project information including title 'THE STREETS OF MAPLECREST SUBDIVISION', sheet number '3 OF 7', and drawing details.







# PRELIMINARY PLAT OF THE STREETS OF MAPLECREST SUBDIVISION

BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 20, TOWN 2 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, SAID LAND BEING IN THE VILLAGE OF SOMERS, COUNTY OF KENOSHA AND STATE OF WISCONSIN.

**PIN'S**  
82-4-222-201-0100



SEE SHEET 5

SEE SHEET 6

GRAPHIC SCALE  
( IN FEET )  
1 inch = 60 ft.

**BASIS OF BEARINGS**

BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM (KENOSHA COUNTY) NAD 83 (2011) IN WHICH THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 20, T2N, R22E, IS ASSUMED TO BEAR S00°39'42"E (N02°08'27"W)

DRAWN BY	
REVISIONS	
DATE	

Manhard

CONSULTING LTD.

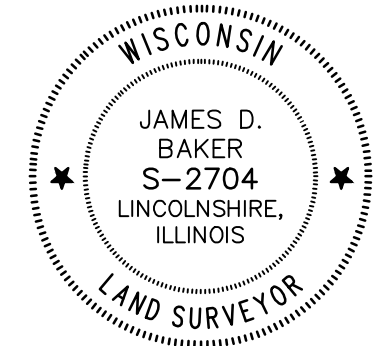
Civil Engineers • Surveyors • Wetland Engineers • Wetland Scientists • Wetland Planners • Environmental Scientists • Environmental Engineers • Environmental Planners • Construction Managers • Landscape Architects • Planners

THE STREETS OF MAPLECREST SUBDIVISION  
SOMERS, WISCONSIN  
PRELIMINARY PLAT OF SUBDIVISION

---

PROJ. MGR.: JDB  
 PROJ. ASSOC.: JLD  
 DRAWN BY: PGA  
 DATE: 09/05/25  
 SCALE: 1"=60'

SHEET  
**7 OF 7**  
HPFSOW01



November 18, 2025 - 15:51 D:\p\2025\15\51\Subdivision\Maplecrest\Plat of Subdivision\Final\Drawings\Plat of Subdivision\Preliminary\Plat of Subdivision\Preliminary Plat\02-06-HPFSOW01-PR.dwg, Updated by: hanson

**UTILITY LEGEND**

	EXISTING STORM SEWER
	EXISTING SANITARY SEWER
	EXISTING WATERMAIN
	PROPOSED STORM SEWER
	PROPOSED SANITARY SEWER
	PROPOSED WATERMAIN

**FUTURE PHASE  
MULTI-FAMILY**

FUTURE DETENTION POND D  
HWL = ±712.5  
NWL = ±706.5  
PROV. VOL. = ±10.4 AC-FT

PROPOSED DETENTION POND B  
HWL = ±700.0  
NWL = ±694.0  
REQ. VOL. = ±10.3 AC-FT  
PROV. VOL. = ±17.8 AC-FT

**PHASE 1  
48 LOTS  
POND B**

**FUTURE PHASES  
117 LOTS**

**PHASE 3  
49 LOTS**

**PHASE 1  
SANITARY SEWER CONNECTION  
POND A & COMP STORAGE**

PROPOSED DETENTION POND A  
HWL = ±700.0  
NWL = ±694.0  
REQ. VOL. = ±42.8 AC-FT

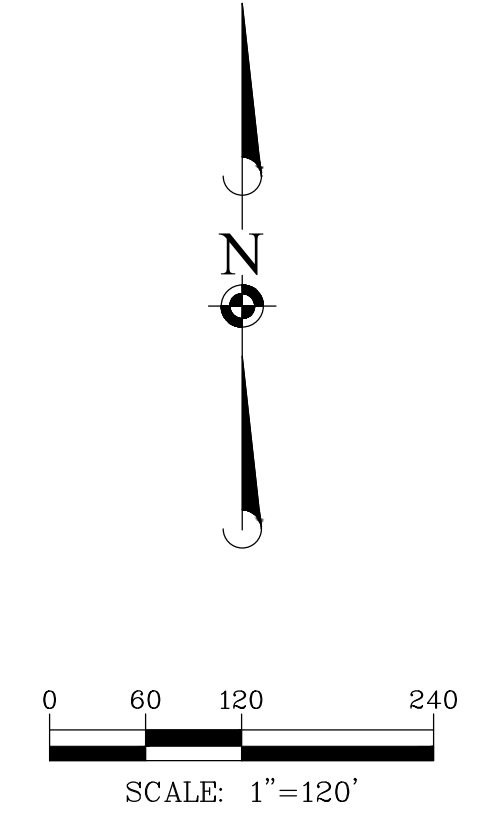
REQ. COMP. = ±2.0 AC-FT  
PROV. COMP. = ±9.7 AC-FT

20' TEMPORARY CONSTRUCTION EASEMENT

30' PERMANENT UTILITY EASEMENT

EXISTING 100-YEAR FLOODPLAIN LIMITS

REFER TO SHEET 8 FOR OFFSITE STORM SEWER EXTENSION



DATE	
DRAWN BY	
REVISIONS	

**Manhard CONSULTING**  
 100 East Wisconsin Street, Suite 200, Milwaukee, WI 53202  
 414.224.1111  
 www.manhardconsulting.com  
 Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers  
 Construction Managers • Environmental Scientists • Landscape Architects • Planners

STREETS OF MAPLECREST  
 VILLAGE OF SOMERS, WISCONSIN  
 OVERALL UTILITY PLAN

PROJ. MGR.: JMI  
 PROJ. ASSOC.: ZJW  
 DRAWN BY: CJM  
 DATE: 05/29/2025  
 SCALE: 1"=120'  
 SHEET  
**3** OF **8**  
 HFPSOW01

July 29, 2025 - 15:23 - Draw Name: P:\HPSOW01\Maplecrest\Overall Utility Plan.dwg, Updated By: djrabc

**MASTER DECLARATION OF  
COVENANTS, CONDITIONS,  
AND RESTRICTIONS FOR  
STREETS OF MAPLECREST  
MASTER**

Document Number

Document Title

Recording Area

This Document Should be  
Returned To:

Ken Frank  
Home Path Financial, LP  
19435 W. Capital Dr. Ste. 104  
Brookfield, WI 53045

PINs: See Exhibit A

**THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.**

**MASTER DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS  
FOR STREETS OF MAPLECREST SUBDIVISION**

Located in the  
Village of Somers, Kenosha County, Wisconsin.

**THIS MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR STREETS OF MAPLECREST SUBDIVISION** (this "**Declaration**") is made this \_\_\_\_ day of \_\_\_\_\_ 2026 ("**Effective Date**"), by Home Path Financial Limited Partnership, a Wisconsin limited partnership ("**Declarant**").

**RECITALS**

**WHEREAS**, Declarant is the fee simple owner of real property located in the Village of Somers, Kenosha County, Wisconsin described on Exhibit A-1 attached hereto (the "**Property**"); and

**WHEREAS**, Declarant desires to develop the Property as a planned residential development to be known as "**Streets of Maplecrest**"; and

**WHEREAS**, Declarant desires to subject the Property to covenants, conditions, restrictions, reservations, and easements, as set forth in this Declaration for the benefit of the Declarant, the Property, and each Residential Owner, as defined herein; and

**WHEREAS**, Declarant desires to have a Master Association, as defined herein, govern the Subdivision, both as defined herein; and

**WHEREAS**, Declarant desires to subject the Side-by-Side Condominiums, as defined herein, to a sub-declaration of covenants, conditions, and restrictions (the "**Side-by-Side Declaration**"), which shall also be subject to this Declaration; and

**WHEREAS**, Declarant desires to have a "**Sub Association**," govern the Side-by-Side Condominiums, which the workings of the Sub Association shall be detailed in the Side-by-Side Declaration, which shall be approved by the Village Board before any Side-by-Side lot is sold or occupied.

**ARTICLE I  
BUILDING AND USE RESTRICTIONS**

1. **Purpose.** The purpose of this Declaration is to insure the use of the Property for attractive residential purposes, to prevent nuisance, to prevent the impairment of the attractiveness of the Property, and to maintain the desired atmosphere and appearance of the community, and to secure to each Residential Owner (defined below) the full benefit and enjoyment of their Lot (defined below), with no greater restriction on the free and undisturbed use thereof than is necessary to insure the same advantages to all other Residential Owners.

2. **Lot; Residential Owner.** For purposes of this Declaration, the term "**Subdivision**" shall mean the Property as platted by that certain plat of land division "Streets of Maplecrest" recorded in the office of the Kenosha County Register of Deeds (the "**Plat**") a copy of which is attached hereto and incorporated herein as Exhibit A-2. The term "**Lot**" shall mean any lot in the

Subdivision, and the term “**Residential Owner**” shall mean an owner of any Lot in the Subdivision. Each Lot shall only be used for single-family purposes. A Lot shall be deemed to be used for “single-family purposes” if it is occupied by no more than one (1) family (defined to include persons related by birth, marriage, or adoption) plus no more than one (1) unrelated person. No structures shall be erected, altered, or permitted to remain on any Lot or part thereof other than one single-family dwelling and private attached garage with a capacity for at least one (1) vehicle. Such attached garage shall have a minimum depth of twenty (20) feet and a maximum area of nine hundred (900) square feet.

a. **Single-Family Lot.** Lots 1 through 46 and Lots 61 through 271 in the Subdivision are hereby restricted to allow the erection of only one (1) single-family stand-alone building (“**Single Family Lot**”). Houses located on a Single-Family Lot are hereinafter a “**Single Family Residence**.”

b. **Side-by-Side Lot.** Lots 47 through 60 in the Subdivision are hereby designated to allow the erection of a (2) unit condominium building on each lot that will share one (1) wall. The Side-by-Side buildings shall be further subject to a condominium sub-association, that will be a party to this Declaration.

c. A Single-Family Residence and an individual dwelling being part of a Residence Building are collectively a “**Residence**”.

3. **Home Based Office/Business.** No business, whether or not for profit, including, without limitation, any day care center, animal boarding business, products distributorship, manufacturing facility, sales office, or professional practice may be conducted from any Lot. The foregoing restrictions as to Lot and use shall not, however, be construed in such a manner as to prohibit a Residential Owner from maintaining their professional library in their Residence, keeping their personal business or professional records or accounts in their Residence, handling their personal business or professional telephone calls or correspondence from their Residence, or using their Residence as an office for remote work and/or work from home responsibilities so long as that use does not interfere with or disrupt the residential nature of the Subdivision. Nothing in this Section shall authorize the maintaining of an office (other than a sales office operated by Declarant) at which customers or clients customarily call and the same is prohibited.

## ARTICLE II ARCHITECTURAL CONTROL COMMITTEE

1. **Establishment; Duties; Membership.** There shall be an Architectural Control Committee (“**Committee**”), which shall have the rights and obligations set forth in this Declaration for the Committee and any powers necessary to exercise those rights. No building or other improvement shall be erected, placed, or altered on any Lot until its construction plans and specifications shall have been approved in writing by the Committee.

2. **Rules.** The Committee shall consist of no fewer than three (3) persons designated by Declarant or the Board (defined below) in the event Declarant no longer owns any interest in any Lot. All members of the Committee designated by Declarant shall serve at Declarant’s pleasure until such time as Declarant no longer owns any Lots within the Subdivision. A majority of the Committee may designate a representative to act for it, in which case such representative shall have and may exercise all of the powers of the Committee until such designation has been revoked by a majority of the Committee. Notwithstanding the foregoing provisions, at such time

as Declarant no longer owns any Lots in the Subdivision subject to this Declaration, Declarant and Declarant designated Committee members shall, within thirty (30) days thereafter, resign from the Committee. Thereafter, the Board shall elect the members and fill vacancies on the Committee. In the event of any vacancy while Declarant owns any Lot in the Subdivision, Declarant shall, within thirty (30) days thereafter, appoint a new member to fill the vacancy on the Committee. At such time as Declarant no longer owns any interest in any Lot, the Board shall fill any vacancies in the Committee. A member of the Committee may resign by submitting a written resignation to the email address to which submissions to the Committee are to be sent under Article II, Section 3 below.

3. **Inspections.** Building Inspector is authorized to inspect and confirm specified interior and exterior materials, quality workmanship, and that manufacturer installation requirements have been met for warranties to be valid. All issues identified by inspector must be addressed for occupancy permits to be issued. All structures must comply with the Wisconsin Uniform Dwelling Code (UDC) or Wisconsin Commercial Building Code, and Village Ordinances as applicable.

4. **Procedure.** Except during initial construction of a Residence by Declarant or an affiliate thereof, a Residential Owner desiring to construct, modify, or otherwise alter a building or otherwise improve a Lot shall submit to the Committee, for its written approval, a complete set of construction plans and specifications for all improvements, a survey showing the location of all contemplated improvements and the required review fee. A “**complete set of construction plans and specifications**” shall mean all of the following:

- a. Complete construction details for all buildings, structures, fences, walls, and other improvements;
- b. All proposed facades of any building, including the style, color and location of eaves and windows;
- c. A Lot survey showing the building footprint, the Residence footprint and driveway, as well as all sidewalks, decks and patios and any other existing improvements;
- d. A description of materials to be used in any building or improvement;
- e. The color scheme of all improvements;
- f. Detailed landscape plans and specifications that comports with the Landscape Plan, defined below, which shall depict existing trees and any trees to be removed, their species, size and location, and the size and location of proposed trees, shrubs, bedding plantings, berms, fences, decks, patios, sidewalks, driveways, lamp posts, family gardens, in-ground pools and other landscape features and materials;
- g. Planned erosion control measures, existing ground grade, and proposed finished yard elevations that comport with the “Drainage Plan” (defined below); and
- h. Such other materials as the Committee may deem necessary.

All plans and specifications shall be submitted via email to [support@forestgreenrealty.com](mailto:support@forestgreenrealty.com), or such other email address as the Committee shall designate, in .pdf format, and if reasonably requested by the Committee, shall be designed by a registered architect, a professional engineer, residential design professional or other comparable qualified individual or firm.

Upon receipt and acknowledgment by the Committee of a complete set of construction plans and specifications, the Committee shall endeavor to hold a meeting within fifteen (15) days to consider such plans and specifications. Action of the Committee shall be by majority vote of the Committee members present at such meeting. The Committee, with the written consent of at least two (2) of its members, may act without a meeting. The Committee may approve, disapprove, or approve subject to stated conditions the preliminary and final development plans. If the Committee conditionally approves either the preliminary or final plans, then the applicant shall be entitled to resubmit such plans. The Committee's decision shall be in writing, signed by two (2) or more Committee members or by the Committee's authorized representative. If the Committee fails to render its decision on the preliminary or final development plans within fifteen (15) days of their submission and acknowledgment of receipt, or upon any resubmitted preliminary or final development plans within ten (10) days of their resubmission, approval will be deemed to have been obtained and the applicable covenants, conditions and restrictions in this Declaration shall be deemed to have been complied with. If such plans are not rejected, then the Residential Owner shall construct the improvements materially in accordance with the submitted documents. All material changes to such plans must be resubmitted to, and approved by, the Committee. Any changes to such plans that would lessen the quality or expense of the construction as previously approved shall be deemed to be material changes. If an applicant disagrees with a decision by the Committee or if an application has been denied, or the approval is subject to conditions the Residential Owner feels are unacceptable, the Residential Owner may request a hearing before the Committee to justify their position. The Committee will hear such arguments and consider the supporting facts and render a decision within ten (10) business days of the hearing. The applicant may appeal such final decision to the Board (defined below) by providing written notice to the Board within fifteen (15) days of the decision or else such right to appeal shall be forfeited.

5. **Standards.** The Committee shall have the right to reject any plans and specifications or landscape plans which, in the judgment and sole opinion of a majority of the Committee Members, or the representative of the Committee, as applicable:

- a. are not in conformity with any of the restrictions set forth in this Declaration;
- b. are not desirable for aesthetic reasons;
- c. are not in harmony with buildings located on the surrounding Lots; or
- d. are not in conformity with the general purposes of this Declaration as set forth in Article I, Section 1 hereof.

6. **Liability of Committee.** The Committee and its individual members shall not be liable under any circumstances for any damage, loss or prejudice suffered or claimed on account of:

- a. The approval or disapproval of any plans and specifications, whether or not defective;

- b. The construction or performance of any work, whether or not pursuant to approved plans and specifications; or
- c. The development of any property within the Subdivision.

7. **Garage Locations.** No more than two (2) overhead garage doors on a Residence may face the public street.

8. **Building Height.** No Residence shall exceed two and one-half (2 1/2) stories or thirty-five (35) feet in height.

9. **Minimum Floor Area.** All Residences shall contain the minimum floor areas contained within this Section 8. The minimum sizes for a Residence in the Subdivision shall be based solely on living area within the Residence. For the purpose of computing the square footage of living area within a Residence, the basement level or garage area of a Residence shall not be included in the square footage. Open porches, screened porches, patios, attached garages, and all basements whether finished or not are not to be included as part of the total area. Stair openings shall be included in determining floor area. The main level is defined as the first level that is totally above the finished grade of the Lot. The Committee, in all instances, shall have final discretion in determining the minimum square footage required for a Residence to be built upon a Lot.

All Residences shall have the following minimum living areas:

- a. Single-story detached houses shall have not less than one thousand four hundred (1,400) square feet of finished area.
- b. Two-story detached houses shall have not less than a combined total of one thousand eight hundred (1,800) square feet of finished area on both floors. The first floor shall have no less than one thousand (1,000) square feet of livable area on the first floor.
- c. Single-story side-by-side houses shall have not less than seven hundred and forty (740) square feet per unit of finished area.
- d. Two-story side-by-side houses shall have not less than a combined total of one thousand five hundred (1,500) square feet of finished area on both floors. The first floor shall have no less than 650 square feet.

10. **Yard and Setback Requirements.** All buildings, including the Side-by-Sides, or any parts thereof shall be built and located in conformance with the restrictions depicted on the Plat and the following standards:

- a. Minimum Street Front Setback: Twenty (20) feet from streets or private roads.
- b. Minimum Side Setback: Seven (7) feet from both sides of the Lot.

- c. Minimum Rear Setback: Twenty Five (25) feet from the rear Lot line.
- d. Any other standards required for the Village of Somers, but in no case less than the minimum standards set forth above.

11. **Basement.** All Residences must have a full basement with ceiling heights of not less than eight (8) feet or standard eight (8) foot footing walls. A minimum of one egress window must be offered to the home buyer. If they decline, it must be in written fashion and submitted with the permit application to the Village.

12. **Window Wells.** It is understood that, while not mandated, ingress/egress windows in basements shall be presented as a preferred option to prospective home buyers. If the basement is ever finished, then an ingress/egress window is required.

13. **Roof Pitch.** All Residences shall have a main roof pitch of not less than 6:12 and eaves of the main roof shall extend beyond the nearest vertical wall not less than ten (10) inches.

14. **Exterior of Buildings.** The exterior of all buildings within the Subdivision shall be aesthetically compatible with the surrounding neighborhood. All Residences shall conform to the requirements set forth on Exhibit B, which may be amended by the Committee from time to time, in its sole discretion.

15. **Landscaping.** A Lot's provided landscape may consist solely of grass and basic shrubs and landscape bed furnished at the time of the completion of the Residence pursuant to the landscape plan set forth on Exhibit C attached hereto (the "**Landscape Plan**"). Each Lot's landscape may be further improved (and thereafter maintained) by and at the Residential Owner's sole cost and expense subject to the following rules and regulations:

a. Residential Owner obtains the Committee's prior written consent to any proposed changes that deviates from the Landscape Plan.

b. Any garden area must be kept free of weeds and not exceed 80 sq. ft. The location of the garden must be approved by the Committee, but shall be located in the rear of the Lot. Such garden may be enclosed by a decorative fence with a maximum height of three (3) feet.

c. Any vegetable growing is limited to vegetables that may not exceed three (3) feet in height (i.e. no corn), and shall not be located in the front or side yard of any Lot but shall be exclusively in the rear of the Lot.

d. Water features, decorative statues and artwork are permitted so long as they are "aesthetically appealing" (as determined by the Committee) and do not interfere with the site lines of the adjoining homes.

e. Any fall clean-up of flowers and garden vegetation, including the appropriate disposal of same, shall be the sole responsibility of the Residential Owner.

f. Should a Residential Owner choose to eliminate a garden or other improved landscape feature, the location shall be returned to its original state at the expense of the Residential Owner.

g. It is the intent of this Declaration to maintain consistency of landscaping among the Lots.

16. **Drainage.** All buildings and Lot grades shall conform to the drainage plan for the Subdivision, which has been approved and is on file with the Village of Somers and Kenosha County. Site plans (setbacks), building grade, and Lot grading shall be set by a registered land surveyor, engineer, prior to construction. The Residential Owners shall provide Declarant with appropriate evidence that this Section 14 has been complied with.

17. **Completion of Residence Requirement.** To the extent not constructed by Declarant, or an affiliate thereof, all Residences shall be completed within twelve (12) months after commencement of construction, and shall not be occupied prior to obtaining an occupancy permit, and:

a. All lawns must be completed within sixty (60) days after completion of a Residence, weather permitting. If a Residence is completed in the months of November, December, January, February or March, the lawn shall be completed by the next July 15th following completion of the Residence.

b. All driveways are to be hard surfaced, with concrete or asphalt, within sixty (60) days after completion of a Residence, weather permitting. The total distance from the garage to the edge of the adjacent sidewalk must be at least 24'. If there is no sidewalk, then the distance to the edge of the roadway must be at least 24'. If a Residence is completed in the months of November, December, January, February or March, the driveway shall be completed by the next July 15th following the completion of the Residence.

c. All Residences shall be constructed contemporaneously and completed to at least drywall.

The Association, as defined herein, may, upon thirty (30) days' prior written notice, enter onto the Lot and complete any portion or all of the foregoing after expiration of such sixty (60) day period, or the completion dates set forth above as applicable, all at the sole cost and expense of such Residential Owner. The Association may, at its discretion, record a lien against the Lot to secure payment of such costs as a Special Assessment (as provided in Article V, Section 11 hereof).

18. **Excess Fill.** All excess fill material to be removed from any Lot may be used as fill material for other areas in the Subdivision if needed by Declarant. In such case the Declarant shall determine the location to which the excess fill material should be transported.

19. **Rubbish Storage.** No Lot shall be used in whole or in part for the storage of rubbish or building materials (other than during the construction of a Residence or any other permitted improvements so long as such construction is being diligently and continuously pursued) of any character whatsoever, nor shall any Lot be used for the storage of any property, item or material that shall cause such Lot to appear in an unclean or untidy condition, or that will be obnoxious or offensive to the eye in the opinion of the Committee. Trash, garbage, refuse, debris, or other waste kept on any Lot in preparation for removal from such Lot shall be kept in sanitary covered containers, which are stored out of sight of the street and adjacent Lot, except for regularly scheduled garbage collection days. No firewood or wood pile shall be kept outside

a Residence unless it is neatly stacked, placed in a rear yard or a side yard not adjacent to a street, and screened from street view by plantings or a fence approved by the Committee.

**20. Prohibition of Pools and Fences.**

a. Pools. No pools shall be erected upon any Lot in the Subdivision.

b. Fences.

i. No fences or screening of any kind shall be erected or maintained on any Lot except: Fences that comply with the requirements in subsection (ii) below may be erected and maintained only after the Residential Owner obtains written approval by the Committee. The decision of the Committee to approve or reject the fence shall be conclusive and further provide that the Committee shall be permitted to examine any facts and circumstances reasonably related to such decision, including, without limitation, whether strict adherence to the requirements in subsection (ii) below would create an undue hardship on the Residential Owner, and/or approval would be in the best interest of the Association. Nothing contained herein shall prevent placement of fences by the Association on the Common Areas. The Committee will require an application be submitted setting forth the proposed location, material, and height of such fence(s).

ii. Except as provided by the Committee as provided in subsection (i) above, all fences shall adhere to the following standards and requirements:

1. Height of forty-eight (48) inches for full perimeter fencing.

2. Fencing shall only enclose the rear yards of any Lot. Rear yard fencing shall be full perimeter and no fencing shall be erected or maintained on any Lot between the rear of the single-family residence constructed upon such Lot and the street upon which such Lot fronts. Fencing must start at the rear corners of the single-family residence. Fencing must be within four (4) inches of the Lot lines and Lot corners. No "double fences" shall be permitted; i.e., only one (1) line of fence shall be permitted at any intersection of two Lots. With respect to corners of Lots, fencing along the side of the rear yard facing the street shall not be placed any nearer to said street than four (4) inches of the building line limit established by the Plat. Lots may have exceptions at the sole discretion of the Committee.

3. All fencing shall be wrought iron or aluminum simulated wrought iron and shall be black in color and consistent with Exhibit F - Fence Detail.

4. The Committee, in their sole discretion, may, but shall not be obligated to, require that all Lots be professionally surveyed to assure proper fence locations prior to the installation thereof, and the costs of such surveying shall be at Residential Owner's sole cost and expense.

5. The Committee may allow a variance from these fence requirements for particular issues with the layout of the Lot, in the Committee's sole discretion, to comply with laws and code and to prevent hardship.

6. All fence posts shall be anchored in a base of concrete at least two (2) feet into the ground.

7. All installation and fences must comply with applicable local zoning requirements and building codes.

8. Where patios or decks (both on the attached wall side), builder shall include a 6' aluminum privacy fence.

c. Notwithstanding the foregoing, the Committee shall have the authority to approve swing sets, pergolas, standalone trellises, basketball hoops, trampolines, and other similar, non-weather-proof structures (collectively, "Non-Weather-Proof Structures") so long as such Non-Weather-Proof Structures consist of colors and materials that are aesthetically complimentary to the design standards of the Subdivision and such Non-Weather-Proof Structures (or any portion thereof) are not erected or placed within any setbacks affecting a Lot and otherwise comply with applicable governmental ordinances and codes. In the event a Residential Owner installs or constructs any Non-Weather-Proof Structures without the consent of the Committee, the Committee may, upon fifteen (15) days' notice, remove Non-Weather-Proof Structures and offset the cost thereof against the Residential Owner pursuant to a Special Assessment as provided in Article V Section 11 hereof (including the right of the Association to file a lien against the Lot as provided for herein).

21. **Temporary Structures; Signs and Antennae.** No structures of a temporary or permanent nature, such as, but not limited to, garages, sheds, outhouses, storage buildings, trailers, mobile homes, campers, tents, shacks, or similar structures shall be permitted on any Lot. No structure, sign or antenna including outside earth stations (satellite dishes) shall be displayed or exposed to the public view except as follows:

a. Mini satellite dishes twenty-four (24) inches or less in diameter, or television antennas twenty-four (24) inches in length or less.

b. One (1) sign not larger than five (5) square feet advertising the Property for sale or rent, or by the builder to advertise the Property. No political, rummage or other advertising signs may be placed on any Lot.

c. All satellite dishes or antennas shall be installed in the rear of the building and placement shall be aesthetically compatible with the Subdivision and need approval of the Committee.

22. **Animals.** No animals, livestock, poultry, fowl, reptiles, or pigeons of any kind shall be raised, or bred, or kept on any Lot with the exception of a dog or cat, which shall be limited in number to a total of three (3) in any one Residence, provided that said pets are not kept, bred, or maintained for any commercial purpose, and are otherwise in compliance with applicable governmental codes and ordinances. However, nothing contained herein shall be construed to permit the keeping of any dog, cat, or other pet, which shall in any way constitute a nuisance. Further, no exterior attached or detached dog or other pet kennel or house shall be constructed or maintained on any Lot. All pet waste shall be immediately picked-up and disposed of by the person in control of the pet and in accordance with any local ordinance or regulation.

23. **Personal Property/Outdoor Vehicle Storage.** Snowmobiles, boats, trailers, minibikes, motorcycles, recreational vehicles, semi tractors or trailers, motor homes, campers, fish shanties or unlicensed, storage containers, inoperable or junk vehicles shall not be parked or stored on the Lot other than inside the garage. Car ports are prohibited on the Lot. This Section 21 is not applicable during the period of construction on the Lot.

24. **Nuisances.** No noxious or offensive activities shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an unreasonable annoyance or nuisance to other Residential Owners or occupants of Residences in the Subdivision. Each Residential Owner shall keep its Lot free of any “noxious weeds” as defined by the State of Wisconsin, Department of Natural Resources, as may be amended from time to time. Each Residential Owner shall be responsible for maintaining their Lot in a neat appearance. This Section 22 should not be construed to prevent a family garden, provided that all vegetable gardens shall be located in the rear of the Lot, and provided that such gardens shall be made pursuant to plans previously approved by the Committee.

25. **Utilities.** All utilities serving any Lot shall be underground. No building or other improvement, or trees shall be erected, placed, or planted within any utility easement. Utility pedestals for electric and cable shall be located at the rear lot lines.

26. **Occupancy.** No structure shall be occupied unless it has been constructed in and conforms with the plans approved by the Committee, and a municipal occupancy permit has been issued.

27. **Variances.** The Committee is authorized in its sole discretion, to grant variances from any provision of this Declaration where such variances will assist in carrying out the intent and spirit of this Declaration and/or are appropriate for Lots owned by persons other than Declarant as of the date of this Declaration. Any such variance shall be subject to the review and approval of the Village of Somers.

### **ARTICLE III POWERS OF DECLARANT**

1. **Enforcement Rights of Declarant.** For so long as Declarant owns any Lot in the Subdivision, the Declarant shall have the right to enforce all of the terms, conditions and restrictions contained herein. Any Residential Owner violating the terms, conditions or restrictions contained herein shall be personally liable for and shall reimburse the Declarant or Association for all costs and expenses, including attorneys’ fees, incurred by the Declarant or Association in enforcing the terms, conditions and restrictions contained in this Declaration. In addition, to the extent Declarant is not reimbursed for any and all cost expended by the Declarant within fifteen (15) days after written demand therefore, such costs shall bear interest at the rate of twelve percent (12%) per annum (or the then highest rate allowed by law, whichever is less) until paid. Any Residential Owner who causes or allows any improvement or improvements to be constructed, installed, placed, or altered on that Residential Owner’s Lot without first obtaining the prior written approval of the Declarant or the Committee shall, at the Declarant’s discretion, be required to remove such improvement or improvements in their entirety at the Residential Owner’s expense. If the Residential Owner does not remove such improvement or improvements in their entirety after thirty (30) days prior written notice to the Residential Owner, the Declarant or the Association may require the Residential Owner to pay the cost thereof as Special

Assessment. The foregoing shall be in addition to any other rights or remedies which may be available to the Declarant or the Association.

2. **Good Faith Decisions by Declarant.** Each Residential Owner, by the purchase of a Lot, agrees that neither the Declarant nor the Committee shall be held liable for any good faith decision or decisions made by the Declarant or the Committee in enforcing the terms, conditions and restrictions contained herein.

#### **ARTICLE IV EASEMENTS**

1. **Easements.**

a. The Declarant reserves the right to install a monument, as set forth on the Plat, and shall have a non-exclusive easement on, over, across and under any Lot or any portion thereof for the purposes of repairing, maintaining, and lighting such monument.

b. The Declarant reserves an easement on, over and across the Subdivision for the purposes of installing, maintaining, and repairing any fencing and/or landscaping.

c. The Declarant reserves the right to declare an easement over one (1) or more Lot(s) as it deems necessary or desirable for the operation of the Property or the Association.

d. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may change or interfere with the installation or maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or impede the flow of water through drainage channels in the easements. The easement area of each Lot, and all improvements there on, shall be maintained continuously by the Residential Owner, except for those improvements for which a public authority or utility company is responsible.

e. The Declarant shall have the right to grant an easement to adjacent property owners over portions of the Subdivision deemed necessary or desirable for surface and storm water drainage over the Subdivision in accordance with approved development agreements and all applicable federal, state, county and the Village of Somers regulations, guidelines, specifications, laws and ordinances, and as reviewed and approved by applicable governmental authorities and on file in the Kenosha County clerk's office (the "**Drainage Easement**"). The terms of the Drainage Easement are hereby incorporated by reference. If there is any conflict between any provisions of the Drainage Easement and this Declaration, the provisions of the Drainage Easement shall control. In the event a Residential Owner shall cause a default under the Drainage Easement, the Association shall have the right to remedy such default and the cost of such remedy, and any other costs incurred by the Association in connection therewith including, without limitation attorneys' fees, shall be reimbursed by the Residential Owner as a Special Assessment as provided in Article V, Section 11 hereof.

f. Easements for preservation and conservancy are as stated on the Plat. Any Residential Owner whose Lot contains such easement shall abide by the restrictions set forth on the Plat with regards to such easements.

2. **Arbitration.** All claims, disputes and other matters in question arising out of or relating to this Article IV or the breach of the provision therein which are not otherwise waived shall be decided by arbitration in accordance with this arbitration clause.

a. Arbitration shall be initiated by a demand served by certified mail, return receipt requested, upon the other party within one (1) year after the facts underlying the claim, dispute or other matter in question have occurred.

b. Failure to serve the demand for arbitration in time shall constitute a waiver of the claim, dispute or other matter in question and there shall be no further right to pursue it by arbitration or otherwise.

c. The single Arbitrator shall be appointed by Kenosha County Circuit Court or as provided for in Chapter 788, Wis. Stats., as the same may be amended from time to time, upon the application by the aggrieved party. The fees of the arbitrator and other costs shall be borne equally by the parties.

d. This arbitration clause shall be specifically enforceable under the Wisconsin Arbitration Act, and the award of the arbitrator shall be final and binding and may be reduced to judgment pursuant to the Wisconsin Arbitration Act. Should any party challenge the validity or enforceability of this arbitration clause or the award of the arbitrator and not prevail, that party shall indemnify the other party for all costs and expenses, including attorneys' fees, incurred related to that challenge or enforcing this right to indemnity.

## **ARTICLE V HOMEOWNERS' MASTER ASSOCIATION AND ASSESSMENTS**

1. **Establishment of Master Association.** A master association (the "**Association**") of the Residential Owners of Lots in the Subdivision is hereby created for the purposes of:

a. Managing and controlling the common affairs of the Subdivision;

b. Creating, owning, managing, controlling, maintain, granting easements to or selling any common areas in the Subdivision, if applicable;

c. Reviewing, upholding, and overturning decisions by the Committee;

d. Enforcing compliance of the Residential Owners with the applicable provisions of the Declaration, restrictions contained on the Plat, and all ancillary agreements, plans or easements referenced herein or on the Plat; and

e. Performing other duties as set forth herein for the common benefit of the Residential Owners.

The Association shall be known as "Maplecrest Homeowners Association, Inc." and shall be incorporated as a nonstock corporation under Chapter 181 of the Wisconsin Statutes. The affairs of the Association shall be governed by bylaws to be enacted by the Declarant as incorporator of the Association.

2. **Common Areas.** Declarant shall have the right to designate and improve such portions of any undeveloped Lot or any other portion of the Plat as a common area unless or until such undeveloped Lot or other portion of the Plat has been sold to a Residential Owner (the "**Common Areas**"). All Common Areas and related facilities as developed per the approved final Plat shall be used for the common benefit of all the Residential Owners in the Subdivision. Such Common Areas may only be used such purposes and in such manners by the Residential Owners (and any permitted invitees) in accordance with the terms, conditions and restrictions contained herein or as are later adopted or approved by the Declarant or the Association. The Declarant shall have the right to erect signs in the Common Areas to promote the sale of Lots or Residences in the Subdivision and for any other purpose determined by Declarant. Any signs, monuments, structures or other common facilities constructed by Declarant or the Association on any Common Areas shall be operated and properly maintained and repaired by Declarant or Association (as the case may be) so as to be neat and attractive in appearance (including, without limitation, proper care and cutting of grass and other vegetation, exterior or street lighting, sidewalks, and monuments). Any portion of a Common Area within any public street right-of-way may only be improved or altered with the consent of the appropriate public authorities.

3. **Mandatory Membership and Voting.**

a. Every Residential Owner, upon acquiring title to a Lot, or upon entering into a land contract for the purchase of a Lot, shall automatically become a member of the Association. Every Residential Owner that is a member of the Association shall remain a member thereof until such time as the ownership of such Lot ceases for any reason, at which time membership in the Association shall automatically cease. The Sub-Association shall be a member of the Association on behalf of the Residential Owners of Side-by-Side Units that are part of the Sub Association. For purposes of clarity, only Residential Owners of Side-by-Side Units shall be members in the Sub Association, as further detailed in the Sub Association Declaration.

b. Each Lot shall have one (1) vote in the Association; provided, however, that the Sub-Association shall vote in the Association on behalf of the Residential Owners of Side-by-Side Units with the Sub-Association votes being equal to the number of Side-by-Side Units. Except as set forth above, in the event a Lot is owned by more than one (1) person or entity, only one person or entity shall be entitled to vote and the person or entity who shall be entitled to vote for the Lot shall be the person or entity named on a certificate executed by all of the co-owners of the Lot and filed with the Secretary of the Association. Residential Owners shall vote in person or by proxy executed in writing by the Residential Owner. No proxy shall be valid after six (6) months from the date of its execution, with the exception of Residential Owners within the Sub Association, whose proxies shall be valid until revoked by the Sub Association. The Sub Association voting requirements are further detailed in the Sub Association Declaration.

4. **Board of Directors.** The Association shall initially be governed by a Board of Directors, hereinafter referred to as the "**Board of Directors**" or "**Board**," which shall be solely responsible for the activities of the Association. The initial members of the Board will be appointed

by the Declarant and shall not exceed three (3) in number (the "**Initial Directors**"). After the term of the Initial Directors, the Board shall consist of not more than five (5) directors, to be elected pursuant to the Bylaws of the Association. Notwithstanding the foregoing, so long as the Declarant owns any Lot, the Board shall consist of directors appointed solely by the Declarant.

5. **Qualification of Directors.** To qualify as a member of the Board, a person must be either a Residential Owner or a duly designated officer, agent, or representative of the Declarant.

6. **Initial Term of Office of Directors.** The term of office of the Initial Directors shall commence upon the date of recording of this Declaration and shall continue until two (2) calendar years after the year in which Declarant no longer owns any of Lot then subject to this Declaration, or upon such earlier time as may be designated by Declarant (the "**Initial Term**"). During such Initial Term, Declarant shall have the right to appoint, remove or replace any or all three Directors in Declarant's sole discretion. Declarant may relinquish or reassert all or any part of the rights provided to the Board or the Association at any time or times during such Initial Term.

7. **Subsequent Terms of Office of Directors.** After the Initial Term, the term of office of Directors shall be for two (2) calendar years. If any Director shall die, resign, be unable to act or cease to be qualified to be a Director, the unexpired term of such Director shall be filled pursuant to the provisions set forth in the Bylaws of the Association.

8. **Duties of the Board.** In addition to any duties set forth in the Bylaws of the Association, the Board shall have the following duties:

- a. To provide for the maintenance of improvements in the Common Areas;
- b. To establish dates and procedures for the election of members to the Board;
- c. To promulgate operating procedures for the conduct of the Association's and the Board's affairs;
- d. To enforce the terms, conditions and restrictions contained in this Declaration according to the terms thereof; and
- e. To establish the Committee. Notwithstanding anything contained herein to the contrary, the Declarant has the right to retain this power indefinitely and to appoint the members of the Committee until such time as the Declarant cedes authority to the Association. Once control of the Committee has ceded to the Association by the Declarant, such Committee shall consist of three (3) persons appointed by the Board of Directors. No Residential Owner of an unimproved Lot (except for the Declarant or an employee thereof) shall have the right to serve on the Architectural Control Committee.

9. **Meetings of the Board of Directors and the Association.** All meetings of the Board shall be open to Residential Owners and shall be held upon not less than three (3) days prior written notice to all Directors and Residential Owners. A majority of the Directors then in

office shall constitute a quorum for the transaction of business at any meeting of the Board. Actions of the Board shall be taken by majority vote of the Directors. The Board shall call a meeting of all the members of the Association no less than one (1) time per calendar year.

10. **Board Powers.** In addition to any powers of the Board set forth in the Bylaws of the Association, the Board shall have the following powers:

a. To take such actions as may be necessary to cause any common areas to be maintained, repaired, landscaped (where appropriate) and kept in good, clean, and attractive condition;

b. To enter into contracts and to employ agents, attorneys or other for purposes of discharging its duties and responsibilities hereunder, including without limitation, the hiring of employees, or a management company to operate and maintain the Common Areas including;

c. To levy and collect assessments in accordance with the provisions of Article V, Section 11 below; and

d. To do anything or take any other action which is incidental to or necessary for the Board to perform its duties and discharge its obligations under and enforce this Declaration.

11. **Assessments.** The Board shall levy and collect assessments in accordance with the following and in accordance with the Bylaws of the Association:

a. The Board shall establish an annual budget in advance of each calendar year of all Association expenses for such year that may be required for the proper operation and management of the Association. Such budgeted amount shall be collected from the Residential Owners on a pro rata basis through a general assessment (the "**General Assessment**"). The pro rata share of a Residential Owner shall be a fraction, the numerator of which shall be one and the denominator shall be the total number of Lots subject to this Declaration at the time of the General Assessment. Said costs shall include, but not be limited to, taxes, insurance, repair, replacement and additions to any improvements made to any common areas; repairs, replacements, and additions to any storm water improvements to the extent the Association is required to contribute thereto; equipment; materials; labor, management and supervision thereof; and, all costs of the Association reasonably incurred in conducting its affairs and enforcing the terms, conditions and restrictions contained in this Declaration. The Board may, in its discretion, specifically allocate certain costs (for example the cost of maintenance and repairs of stormwater facilities and lawn park areas described on the Plat) to those Lots directly benefited from such costs incurred ("**Allocated Expenses**"). The Board shall also have the power to levy a special assessment ("**Special Assessment**") against any individual Residential Owner for failure of such Residential Owner to: (i) maintain said Residential Owner's Lot in accordance with reasonable standard of the Subdivision; or (ii) otherwise fails to comply with the terms, conditions and restrictions contained in this Declaration, the

Plat, and such other ancillary agreements referenced herein. General Assessments and Special Assessments may be referred to collectively as “**Assessments.**”

b. In the case of an Residential Owner of a Side-by-Side Unit, that such Residential Owner acknowledges and agrees that the Sub Association shall pay on its behalf: (1) annual general assessments or charges; (2) special assessments for capital improvements and repairs to the Common Areas; (3) special assessments for exterior maintenance to Units and repairs to Common Areas; and (4) special assessments as provided herein. All such assessments together with interest thereon and costs of collection thereof, including attorney’s fees, shall be (a) a charge on each Unit and a continuing lien upon the Unit against which such assessment is made, and (b) the personal obligation of the person who was the Owner of such property at the time of the assessment.

c. Declarant shall not be required to pay any Assessment on any Lot or Unit owned by Declarant.

d. Upon the initial sale of any Lot or Unit by Declarant to a third party, the purchaser shall pay an initial assessment of Five Hundred and No/100 Dollars (\$500.00), or such other amount reasonably acceptable to Declarant, which amounts need not be equal for each sale, to be used to initially capitalize the Association.

e. Written notice of an Assessment shall be personally delivered to each Residential Owner subject to the Assessment or delivered by regular mail addressed to the last known address of such Residential Owner.

f. Assessments shall be due and payable on or before thirty (30) days after the mailing or personal delivery of the notice, as the case may be.

g. Any assessment, or installment thereof, not paid when due shall bear interest, at the rate of twelve percent (12%) per annum from the date when due until paid. Each Residential Owner shall be personally liable to pay any assessment including interest thereon and costs of collection which shall include reasonable attorneys’ fees. The Association may bring an action against the Residential Owner for the collection of any unpaid assessment.

h. The Board may record a document with the office of the Register of Deeds in Kenosha County, Wisconsin, giving notice of a lien for any such unpaid Assessment and upon payment or satisfaction of the amount due record a document cancelling or releasing any such lien. The failure to file any such notice shall not impair the validity of the lien. All recording and attorneys’ fees relating to any such document, or the collection of an Assessment, shall be borne by the affected Residential Owner. Enforcement of such lien by the Association shall be in conformity with the provisions of section 779.70, Wis. Stats. In the event Declarant or the Association incurs attorneys’ fees or other costs in connection with the enforcement of this Declaration, the Residential Owner shall be obligated to reimburse Declarant or the Association for its actual attorneys’ fees and other enforcement costs.

i. In the event any Residential Owner whose fees and assessments are paid in full, shall, during the year in which such fees and assessments are paid, terminate their membership by sale of their Lot or Unit, they shall be entitled to assign to the buyer the benefit of the paid fees and assessment.

j. Any Residential Owner who is delinquent in the payment of charges, assessments and special assessments charged to or levied against its Lot or Unit shall not be entitled to vote until all of such charges and assessments have been paid.

12. **Notice to Mortgagee.** The mortgagee, and/or the guarantor of a mortgage (collectively, the "Mortgagee") on any Lot or Unit in the Subdivision must be provided timely written notice of any of the following to occur:

a. Any condemnation or casualty loss that affects either a material portion of the Subdivision or a Lot or Unit secured by the Mortgagee;

b. Any 60-day delinquency in the payment of assessments or charges owed by the owner of the Lot or Unit secured by the Mortgagee;

c. The lapse, cancellation, or material modification of any insurance policy maintained by the Association; or

d. Any proposed action that requires the consent of a specified percentage of Mortgagees.

## **ARTICLE VI GENERAL PROVISIONS**

1. **Severability.** Invalidation of any one of the provisions of this Declaration by judgement or order of a court of competent jurisdiction shall not affect any other provision which shall remain in full force and effect.

2. **Enforcement.** The covenants, conditions, restrictions, and all terms and provisions of this Declaration shall run with the land and be binding upon the Declarant and all Residential Owners, and their respective successors and assigns. All future transfers of any Lot or Unit shall be made subject to the terms hereof, obligations and conditions set forth in this Declaration. It is understood that the acceptance of a deed for any Lot or Unit by any purchaser is to be considered as an agreement to abide by the restrictions, obligations and conditions of this Declaration and is deemed constructive notice of the same, regardless of whether specific reference is made of this Declaration in the instrument of transfer. The Association or Declarant may enforce the provisions of this Declaration by proceedings in law or equity against any person violating or attempting to violate the provisions of this Declaration, either to restrain violation or to recover damages, or both. Additionally, in the event that the Association, or any successor organization thereto, enforce this Declaration, the Village may serve written notice upon the Association setting forth the manner in which the Association has failed to enforce. Such notice shall set forth the nature of corrections required and the time within which the corrections shall be made. Upon failure to comply within the time specified, the Association, or any successor association, shall be considered in violation of this provision, in which case the Village shall

have the right to enter the premises and take the needed corrective actions. The costs of corrective actions by the Village shall be assessed proportionately on the properties that have the right of enjoyment of the common areas and facilities.

3. **Modification.** This Declaration may be amended, waived, or terminated in whole or part at any time by execution of a written instrument in recordable form by seventy-five percent (75%) of the Residential Owners entitled to vote. Notwithstanding the foregoing, so long as Declarant owns any Lot or Unit, no amendment, modification, or supplement to the Declaration shall be effective unless expressly consented to in writing by Declarant, nor shall the same affect any right of the Declarant contained herein regardless of whether the Declarant owns any Lot or Unit unless expressly consented to in writing by the Declarant. Further, Declarant may modify, amend, or supplement this Declaration in its sole discretion for so long as Declarant owns any Lot or Unit in the Subdivision.

4. **Term.** The covenants, rights, terms, reservations, limitations, agreements, and restrictions contained in this Declaration be in force for a term of thirty (30) years from the date the Declaration is recorded. Upon the expiration date of such thirty (30) year term, or any extended term, this Declaration shall be automatically extended for a period of ten (10) years each, unless prior to the end of the then-current term a notice of termination is (i) executed by the Residential Owners of at least seventy-five percent (75%) of all Lots and their mortgagees, and (ii) is thereafter recorded in the office of the Register of Deeds of Kenosha County, Wisconsin, which notice of termination shall be effective upon the expiration of the initial thirty-year term. Notwithstanding the foregoing, no notice of termination shall affect any right of the Declarant contained herein unless expressly consented to by the Declarant. This Declaration shall be binding upon all Residential Owners and any other person claiming by, through, or under the Declarant.

(Signature and acknowledgment on the following page.)

**IN WITNESS WHEREOF**, the undersigned has executed this Declaration as of the Effective Date.

**DECLARANT:**

Home Path Financial Limited Partnership

By: IMS Investments, LLC, a Wisconsin limited liability company, its general partner

By: \_\_\_\_\_  
Kenneth Frank, Authorized Signor

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

Personally came before this \_\_\_\_ day of \_\_\_\_\_, 2025, the above-named Kenneth Frank, to me known to be the person who executed the foregoing instrument and acknowledged the same in such capacity.

\_\_\_\_\_  
\*  
Notary Public, State of Wisconsin  
My Commission expires \_\_\_\_\_

This Document was drafted by:  
Michelle Wagner Ebben, Esq.  
Michael Best & Friedrich LLP  
790 N. Water St., Ste. 2500  
Milwaukee, WI 53202

**EXHIBIT A-1**

**Legal Description**

DRAFT

EXHIBIT A-2  
Plat

DRAFT

## EXHIBIT B

### Building Materials

#### ***Building Materials and Architectural Specifications – Single Family Detached & Side-by-Side Condominiums***

- Vinyl siding is permitted – Min .048 gage. Must be installed per the manufacturer installation specifications.
- Vinyl soffit and aluminum fascia
- 15% Masonry or stone on the front elevation
- No similar style with the same front elevation with the same combination of siding colors or brick/stone or roof colors shall be on abutting or adjacent lots on the same street or on lots directly across the street
- Full basements, except where soil capacity or water table will not allow
- All side-by-side condominiums shall be constructed so there is a soundproof barrier between walls, ceilings, and floors of each unit with minimum STC rating of no less than STC60. All wastewater and storm water piping within, adjacent to, or passing through a residential unit shall be enclosed within walls that have a minimum STC 60 rating and/or the piping must be independently wrapped with an insulation that provides a minimum STX 60 rating. Standards are outlined in the GA-600-2024 Fire Resistance and Sound Control Design Manual Concrete, asphalt, or paver driveways.
- All exterior sides of homes shall include one architectural feature such as windows, trim, façade breaks or other detailing
- Retaining walls should be tiered and less than 48 inches per wall face. Materials shall be natural stone, segmental concrete unit masonry or other Committee approved materials.
- Roof areas shall be covered with 30-year dimensional fiberglass or asphalt shingles. Metal roofing on accent areas will need the approval of the Committee.
- All homes and additional structures constructed within the subdivision that are not constructed by the declarant, are subject to review and approval by the Committee. Any alterations, additions or ancillary structures will be designed and constructed using materials and design elements consistent with the primary structure and must be approved by the Committee.
- Mailboxes will be in a central location and consist of CBU's. No other mailboxes are permitted within the community.
- No lamp posts shall be allowed.

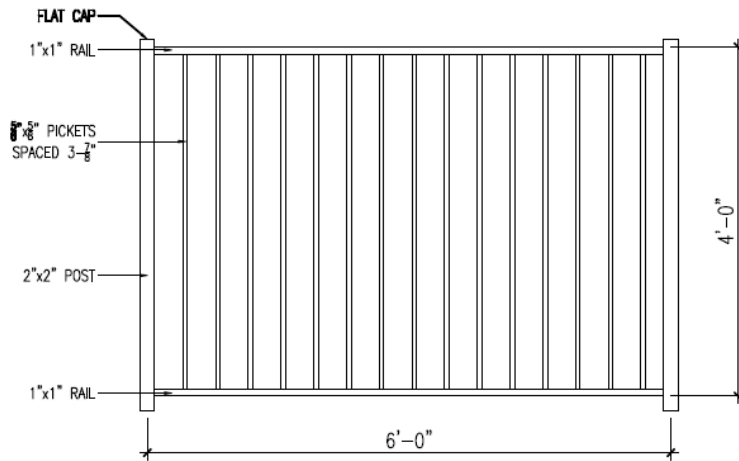
#### ***Deck Material***

- TimberTech AZEK-Brownstone or Slate Gray with WHITE or BLACK aluminum rail Fencing, as depicted below:

#### ***Building Materials and Architectural Specifications – Side-by-Side Condominiums only***

- Privacy fencing must be installed between attached units if patios/decks abut each other.
  - Fence must be 6' in height and extend 8' to 12' beyond the edge of the patio or deck.
  - Fence must be made of in the same or complimenting colors as the exterior siding of the home.
  - Arborvitae spaced 5 feet on center with a minimum of 5 foot in height may be used in lieu of privacy fencing.

## Perimeter Fence Exhibits

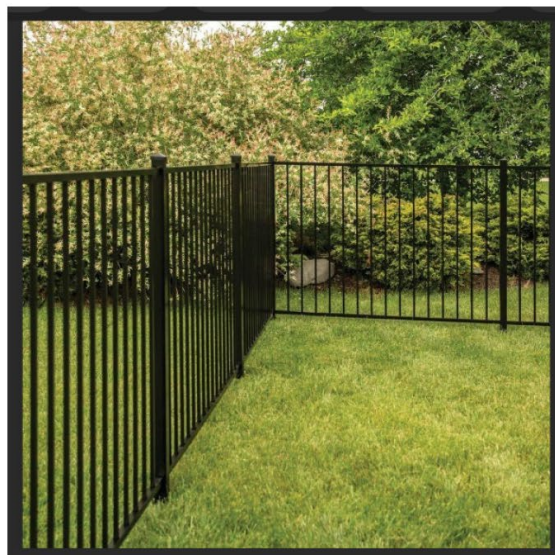


# 1 BLACK ALUMINUM FENCE

SCALE: 3/4" = 1'-0"

NOTES:

- GATE TO BE 4' WIDE TO ALLOW LAWN MOWER TO ENTER AREA



**EXHIBIT C**

**Landscape Plan**

[See attached]

DRAFT

# FINAL LANDSCAPE PLAN for THE STREETS OF MAPLECREST PHASE 1 VILLAGE OF SOMERS, WISCONSIN

INDEX OF SHEETS	
SHEET NO.	SHEET TITLE
L1	COVER SHEET AND LANDSCAPE SUMMARY
L2	OVERALL PLAN
L3	FINAL LANDSCAPE PLAN
L4	FINAL LANDSCAPE PLAN
L5	FINAL LANDSCAPE PLAN
L6	FINAL LANDSCAPE PLAN
L7	FINAL LANDSCAPE PLAN
L8	FINAL LANDSCAPE PLAN
L9	LANDSCAPE DETAILS
L10	LANDSCAPE SPECIFICATIONS

## Village of Somers Required Landscaping

### OPEN YARD AREA REQUIREMENT

Requirement: In multi-family residential districts (not requiring the platting process), a combination of deciduous, evergreen, ornamental trees and shrubs shall be provided. A minimum of 2 evergreen or deciduous trees per 1,000 sf of open yard area. 2 ornamental trees or 2 shrubs shall equal 1 evergreen or deciduous tree. Plantings should provide yard shade and screen detached exterior appurtenances such as HVAC. It should be located away from buildings.

**On Plan - No Multifamily in this Phase**

### BUILDING FOUNDATION LANDSCAPING REQUIREMENT

Requirement: Foundation planting is required for Multi-family residential districts (not requiring the platting process). Minimum building foundation landscaping shall be provided and placed so the plant's drip line at maturity is within 10' of building's foundation. No large trees allowed. In multi-family residential districts, provide a minimum of 1 ornamental tree per 20 feet of building foundation. 2 shrubs shall equal 1 ornamental tree.

**On Plan - No Multifamily in this Phase**

### STREET FRONTAGE REQUIREMENT

Requirement: All lots shall provide a minimum of landscaping in those areas that abut the ROW of a public road to soften the appearance of the development. A combination of deciduous, evergreen, ornamental trees and shrubs shall be provided along portions of the lot that abuts public R.O.W. No trees allowed within 15' vision triangle at intersections. In multi-family residential districts (not requiring the platting process), provide a minimum of 1 evergreen or deciduous tree per 30' of street frontage. 2 ornamental trees or 2 shrubs shall equal 1 evergreen or deciduous tree.

**On Plan - No Multifamily in this Phase**

### PARKING AREA LANDSCAPE REQUIREMENT

Not applicable, no parking areas on project/phase.

### BUFFERS AND SCREENING REQUIREMENT

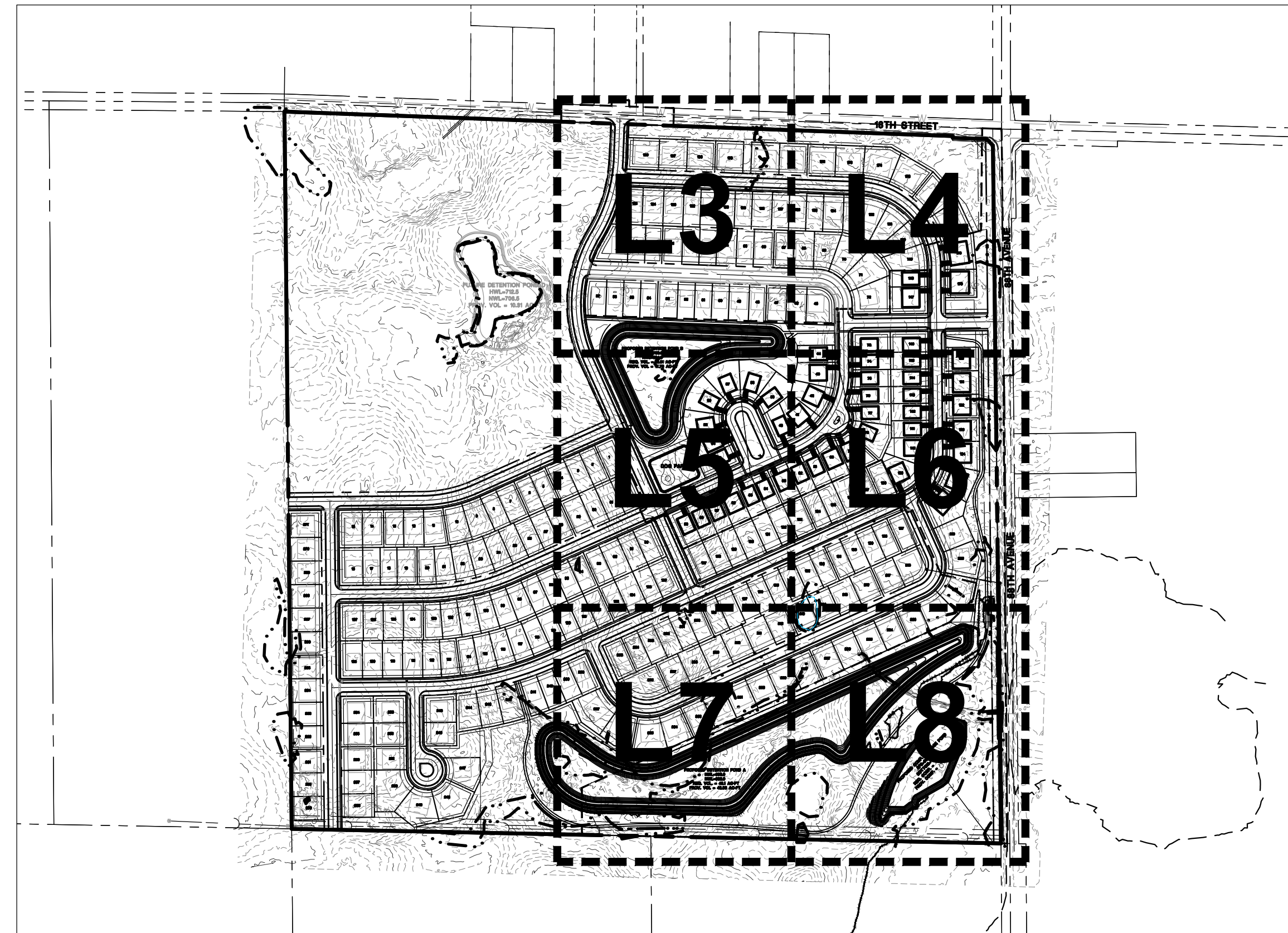
Requirement: Provide appropriate buffers between dissimilar uses. Dumpsters and other trash receptacles shall be screened with solid fencing or walls.

**On Plan: Requirement is met.**

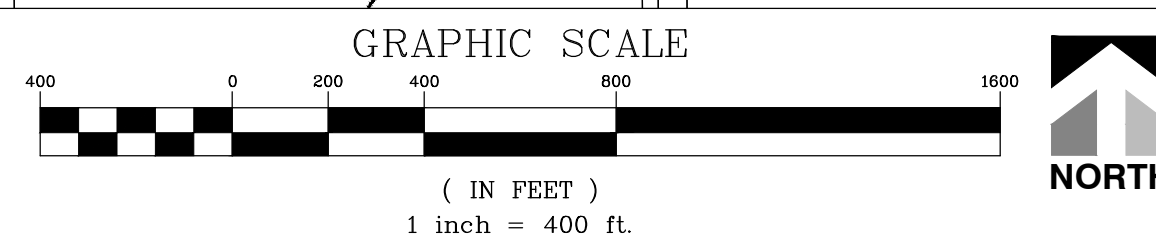
### SINGLE FAMILY REQUIREMENTS

Requirement: The landscaping plan shall be included with the submittal of all preliminary plats to be approved during the platting process by the Village.

**On Plan: Requirement is met.**



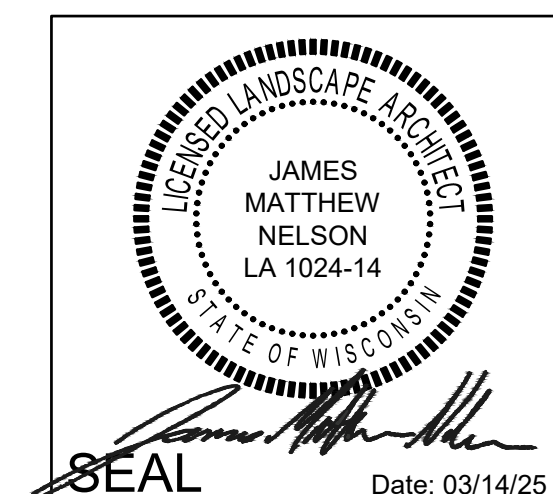
## KEY MAP



### Landscape Notes:

- Seed/ Sod limit line is approximate. Seed/ Sod to limits of grading and disturbance. Contractor responsible for restoration of any unauthorized disruption outside of designated construction area.
- Contractor responsible for erosion control in all seeded/ sodded areas.
- Tree mulch rings in turf areas are 5' diameter. Contractor shall provide a mulch ring around all existing trees within the limits of work. Remove all existing grass from area to be mulched and provide a typical spade cut edge. Landscape Fabric shall not be installed under mulch.
- Bedlines are to be spade cut to a minimum depth of 3". Curved bedlines are to be smooth and not segmented. All planting, beds shall receive top dressing of mulch. Landscape fabric shall not be installed under mulch. Root flares shall be at or above grade, per specifications, and all rope/cord shall be removed from the base of tree trunks.
- Do not locate plants within 10' of utility structures or within 5' horizontally of underground utility lines unless otherwise shown on plans. Consult with Landscape Architect if these conditions exist.
- For Lump Sum Contracts, plants and other materials are quantified and summarized for the convenience of the Owner and jurisdictional agencies only. Confirm and install sufficient quantities to complete the work as drawn and specified. No additional payments will be made for materials required to complete the work as drawn and specified.
- For Unit Price Contracts, payments will be made based on actual quantities installed as measured in place by the Owner's Representative.
- It is the responsibility of the contractor to locate and provide plant material as specified on this plan. The contractor may submit a request to provide substitutions for the specified plant material under the following conditions:
  - Any substitutions proposed shall be submitted to the project owner's representative within two weeks of the award of contract. Substitutions must meet equivalent design and functional goals of the original materials as determined by the owner's representative. Any changes must have the approval of the owner's representative.
  - The request will be accompanied by at least three notices from plant material suppliers that the plant material specified is not available and will not be available prior to construction.
- Verify site conditions and information on drawings. Promptly report any concealed conditions, mistakes, discrepancies or deviations from the information shown in the Contract Documents. The Owner is not responsible for unauthorized changes or extra work required to correct unreported discrepancies. Commencement of work shall constitute acceptance of conditions and responsibility for corrections
- A minimum of two working days before performing any digging, call underground service alert for information on the location of natural gas lines, electric cables, telephone cables, etc. The contractor shall be responsible for location and protection of all utilities, and repair of any damage resulting from his work at no additional cost to the owner.
- Contractor shall promptly repair all damages to existing site at no cost to owner.
- Refer to landscape specifications for additional conditions, standards, and notes.

PLANT SCHEDULE						
SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER
<b>TREES</b>						
		178	PERIMETER SHADE TREE TBD			
<b>DECIDUOUS TREES</b>						
	AF	20	Acer rubrum 'Franksred'	Red Sunset® Maple	2.5" Cal.	B&B
	AA	21	Acer x freemanii 'Jeffersred'	Autumn Blaze® Freeman Maple	2.5" Cal.	B&B
	CO	21	Celtis occidentalis	Common Hackberry	2.5" Cal.	B&B
	CK	25	Cladrastis kentukea	American Yellowwood	2.5" Cal.	B&B
	GT	21	Gleditsia triacanthos f. inermis	Thornless Honey Locust	2.5" Cal.	B&B
	GK	21	Gymnocladus dioicus	Kentucky Coffeetree	2.5" Cal.	B&B
	QR	36	Quercus rubra	Northern Red Oak	2.5" Cal.	B&B
	UA	28	Ulmus x 'Morton'	Accolade™ Elm	2.5" Cal.	B&B
<b>GROUND COVERS</b>						
		157,098 sf	NATIVE STORMWATER SEED MIX			
		103,373 sf	TURF			
		663,759 sf	NATIVE ECONOMY PRAIRIE SEED MIX			



James Matthew Nelson, ASLA, PLA  
Wisconsin Registered Landscape Architect # 1024-14  
Expires: 07/31/2026

DATE	REVISIONS

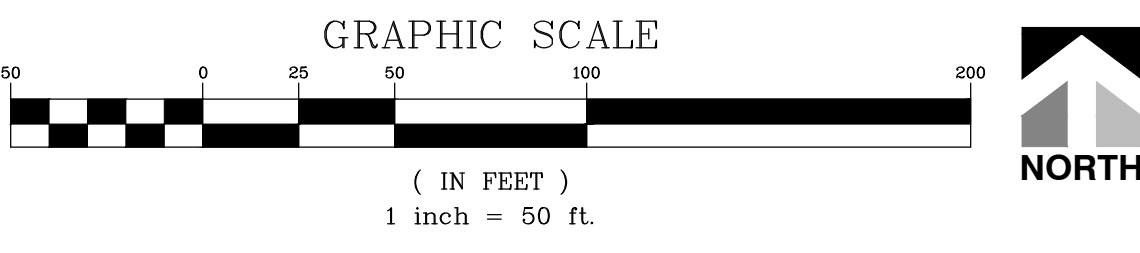
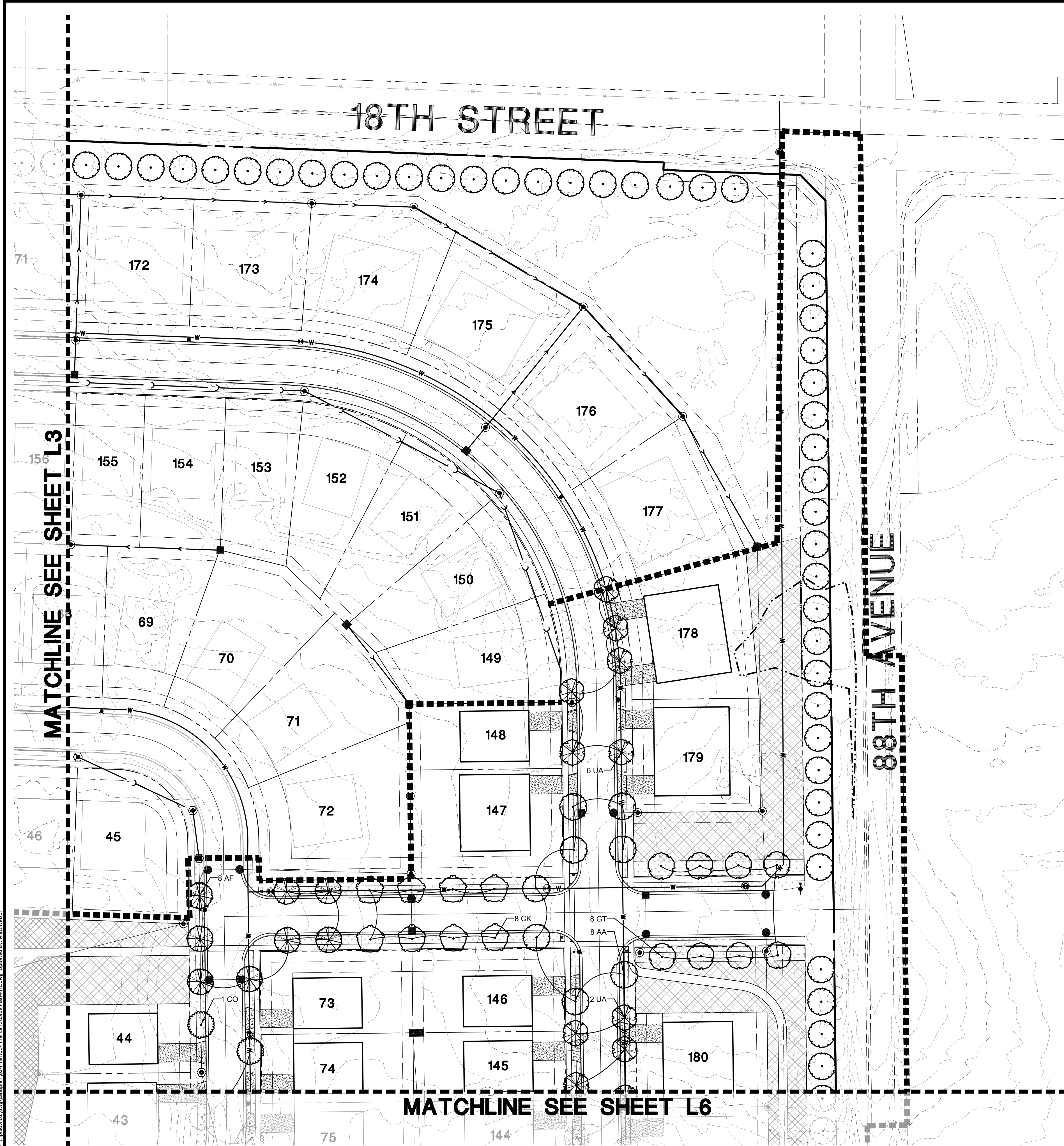
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THE STREETS OF MAPLECREST  
VILLAGE OF SOMERS, WISCONSIN  
COVER SHEET AND LANDSCAPE SUMMARY

PROJ. MGR.: DP  
PROJ. ASSOC.: MN  
DRAWN BY: MN  
DATE: 10/02/25  
SCALE: NTS  
SHEET  
**L1** OF **L10**  
HPFSOW01







PLANT SCHEDULE				
SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME
<b>TREES</b>				
		178	PERIMETER SHADE TREE TBD	
<b>DECIDUOUS TREES</b>				
	AF	20	Acer rubrum 'Franksred'	Red Sunset® Maple
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	UA	28	Ulmus x 'Morton'	Accolade™ Elm
<b>GROUND COVERS</b>				
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		103,373 sf	TURF	
		663,759 sf	NATIVE ECONOMY PRAIRIE SEED MIX	

March 11, 2025 - 18:44 Day Name: P:\HPSOWM11\Maplecrest\02\_Final\02\_Final Landscape Plan.rvt User: Matt Nelson

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DRAWN BY: \_\_\_\_\_

REVISIONS:

DATE:

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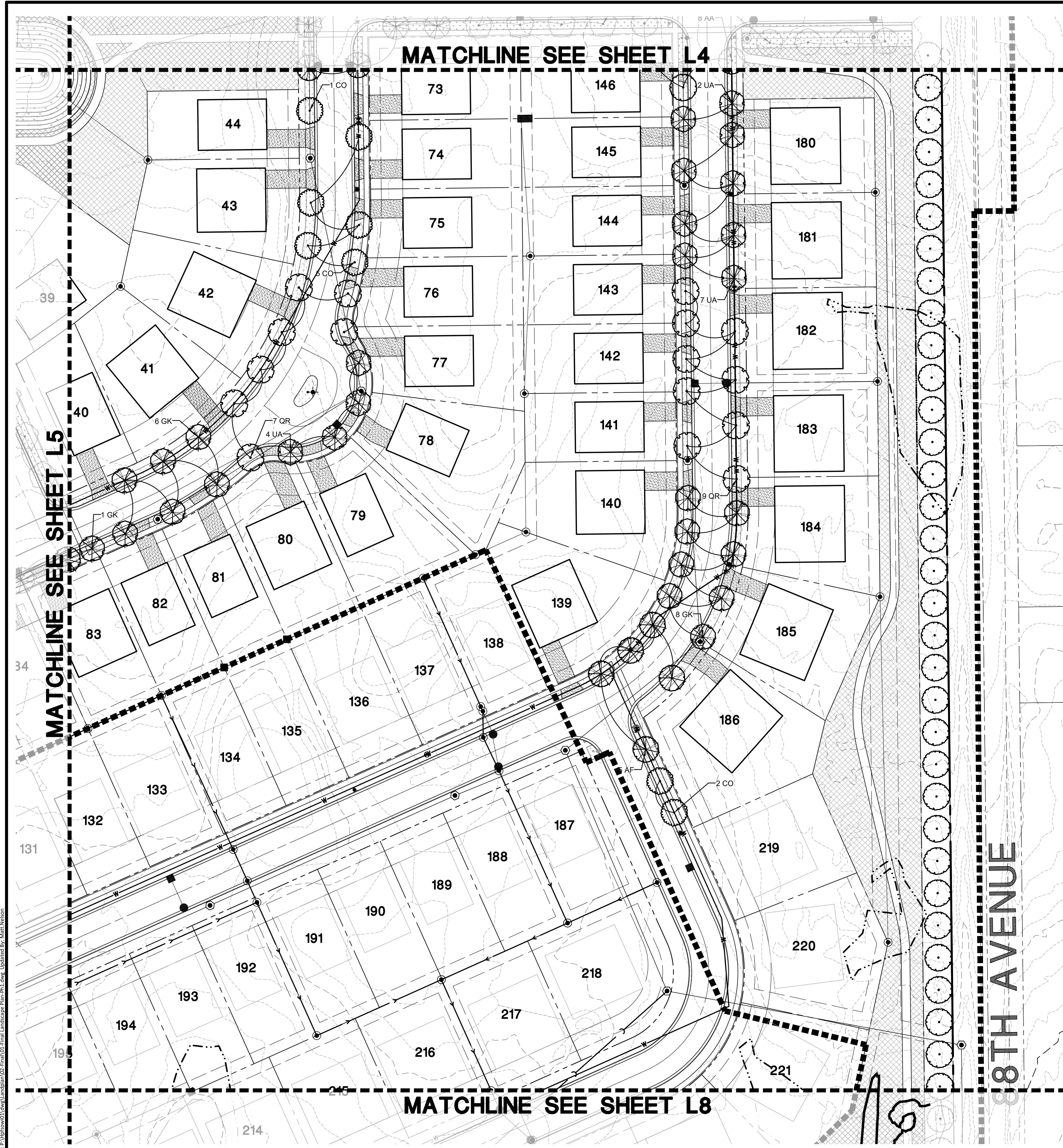
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THE STREETS OF MAPLECREST  
 VILLAGE OF SOMERS, WISCONSIN  
 FINAL LANDSCAPE PLAN

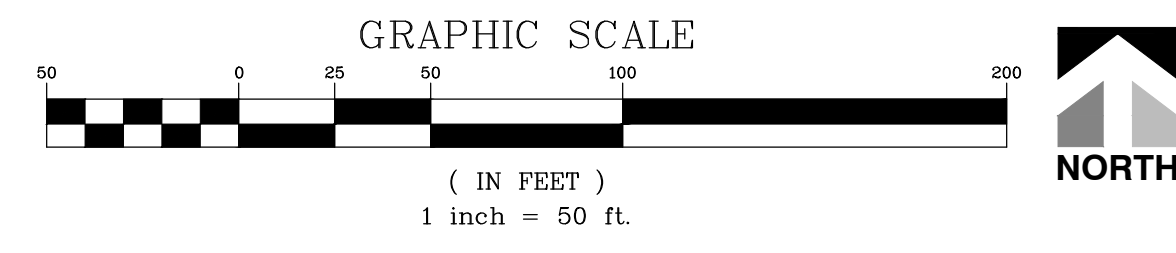
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 PROJ. ASSOC.: MN  
 DRAWN BY: MN  
 DATE: 10/02/25  
 SCALE: 1" = 50'

SHEET  
**L4 OF L10**  
 HPSOWM01





PLANT SCHEDULE				
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<b>TREES</b>				
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<b>DECIDUOUS TREES</b>				
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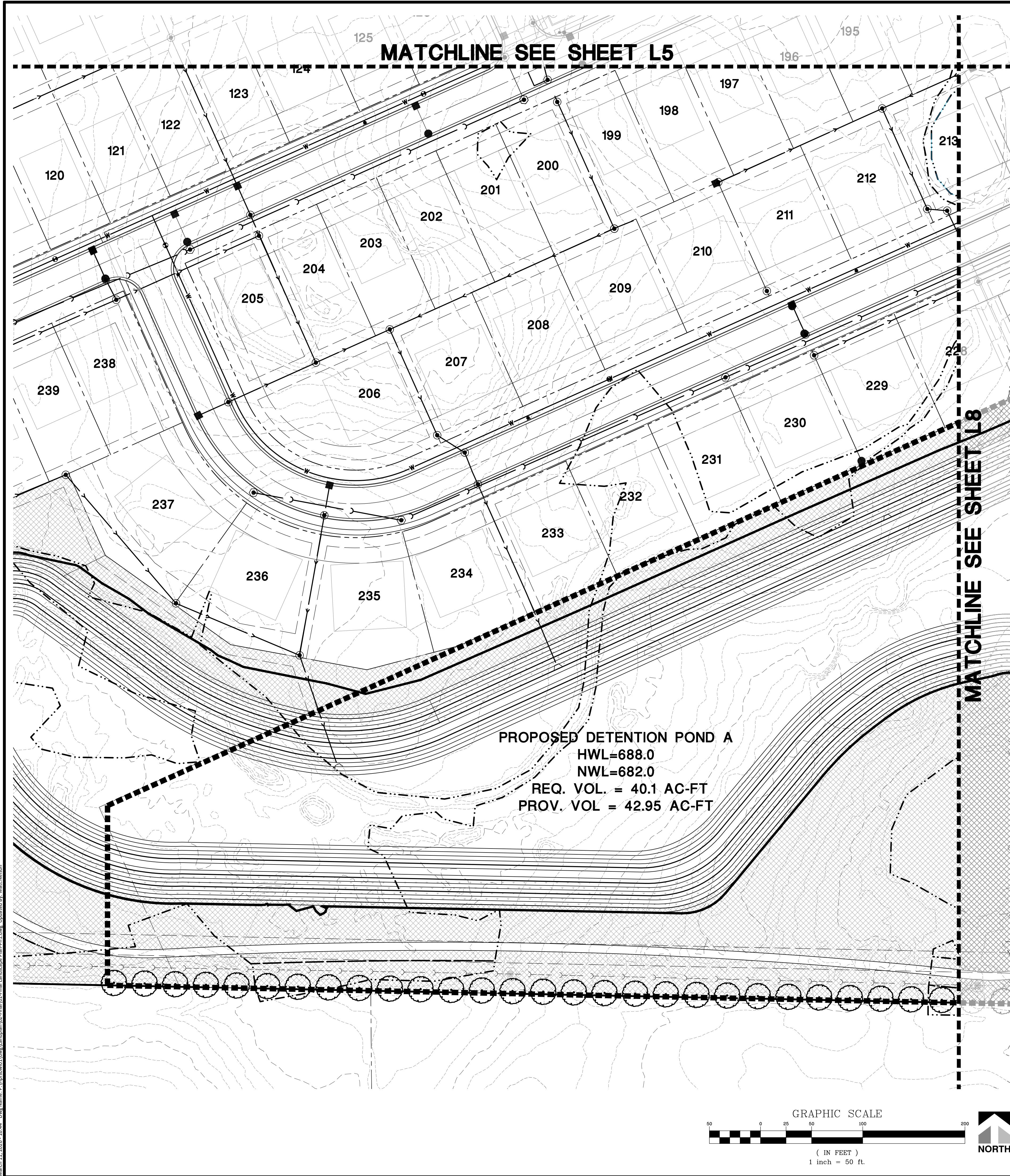
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THE STREETS OF MAPLECREST  
VILLAGE OF SOMERS, WISCONSIN  
FINAL LANDSCAPE PLAN

PROJ. MGR.: DP  
PROJ. ASSOC.: MN  
DRAWN BY: MN  
DATE: 10/02/25  
SCALE: 1" = 50'

SHEET  
**L6** OF **L10**  
HPFSOWM1

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PLANT SCHEDULE				
SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME
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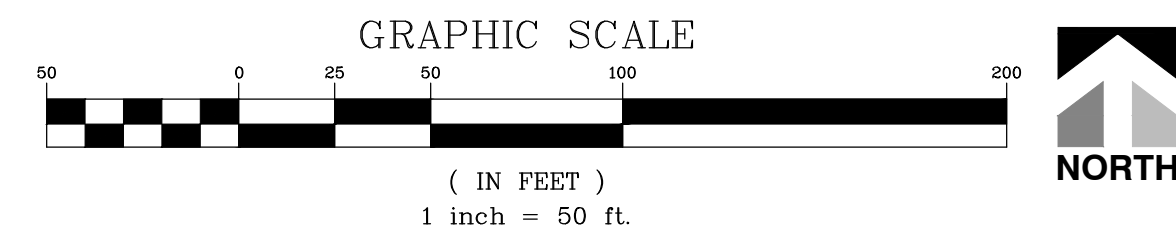
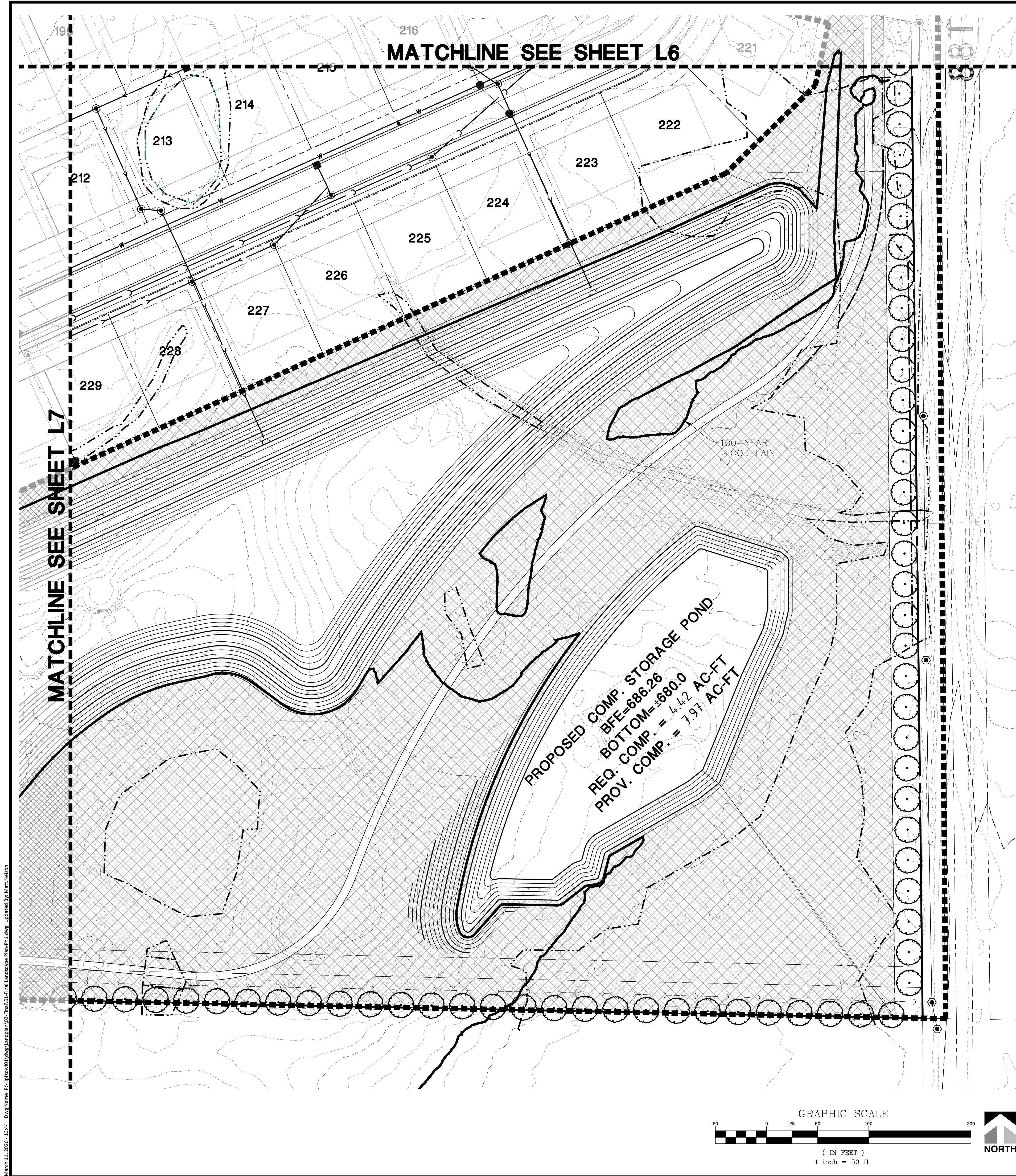
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THE STREETS OF MAPLECREST  
 VILLAGE OF SOMERS, WISCONSIN  
 FINAL LANDSCAPE PLAN

PROJ. MGR.: DP  
 PROJ. ASSOC.: MN  
 DRAWN BY: MN  
 DATE: 10/02/25  
 SCALE: 1"=50'  
 SHEET  
**L7 OF L10**  
 HPSOWM01



PLANT SCHEDULE				
SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME
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<b>DECIDUOUS TREES</b>				
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March 11, 2025 - 18:44 Day Name: P:\HFSOWM01\Drawings\25\2501\02 Final Landscape Plan P11 Low\_Updated By: Matt Nelson

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<p>PROJ. MGR.: DP              PROJ. ASSOC.: MN              DRAWN BY: MN              DATE: 10/02/25              SCALE: 1" = 50'</p>	<p>SHEET  <b>L8</b> OF <b>L10</b>              HPSOWM01</p>





## EXHIBIT \_\_\_\_

### GENERAL COMMON AREA LANDSCAPE GUIDELINES (applicable to manicured HOA owned common areas only)

#### **MOWING & TRIMMING**

##### *Height of Cut:*

All turf grass will be mowed at a 2-3.5" height. The height of cut within this range will be determined by the time of year, and by prevailing weather conditions. The cutting height will be shortest during cool, rainy periods in spring and fall, and longest during warm, dry periods in summer.

##### *Mowing Frequency:*

All turf grass will be mowed at least 28 times during the growing season, provided that such mowing is warranted during dry weather that would otherwise not precipitate turf grass growth. This will normally be done on a seven-day rotation, beginning the last week of April, and continuing through the end of October.

##### *Grass Clippings:*

When possible and practical, all grass clippings will be left in place, and allowed to filter down to the soil surface where they will decompose.

##### *Grass Trimming and Edging:*

Each mowing operation will include trimming the turf grass at the base of structures and fixtures. Walks and curbs will be edged not less than once a season with power edger. This edging will be done in such a way that crisp; straight lines are maintained along all edged surfaces.

##### *Cleanup:*

Each service visit will include the collection of litter and other debris from all landscape areas.

#### **WEED CONTROL**

##### *Crabgrass & Other Annual Weeds:*

All primary grass areas will be treated with a pre-emergent herbicide in early spring. To the extent possible, application will be made just prior to weed seed germination, as determined by soil temperature, growing degree-days. If required, a post-emergent herbicide will be used from late spring through early summer on those annual weeds.

##### *Grass Trimming and Edging:*

Each mowing operation will include trimming the turf grass at the base of structures and fixtures. Walks and curbs will be edged not less than once a season with power edger. This edging will be done in such a way that crisp; straight lines are maintained along all edged surfaces.

##### *Cleanup:*

Each service visit will include the collection of litter and other debris from all landscape areas.

## **TREES, SHRUBS, GROWDCOVERS & PERENNIALS**

### *Pruning:*

All trees and shrubs on the site at least once a year shall be pruned. Trained personnel using professional-grade hand pruning tools, in accordance with those pruning recommendations advocated and promoted by professional landscape maintenance-related organizations, will do all pruning.

Types of branches: Developer's contractor will concentrate on the following kinds of branches when pruning:

- Dead branches.
- Broken branches.
- Stubs from broken or previously miss-pruned branches.
- Suckers (on those trees that grown them, including flowering crabs).
- Watersprouts (on those trees that grow them, including flowering crabs and lindens).
- The inferior of two or more conflicting branches, especially when they are rubbing.
- Multiple leaders (on those trees that are prone to growing them, including maples and ash).
- Weak branches, especially those inside the plant's crown.
- Prominent branches growing toward the inside of the plant's crown.
- Certain insect-infested or disease-infected branches (such as tent caterpillar).
- Hazard branches, such as those blocking road signs or hanging over walks at eye level.
- Nuisance branches, such as those tubing against buildings and signs.
- Branches growing well beyond the outline of the plant's crown.

All pruning debris will be removed from the site, and properly disposed of by Developer's contractor.

### *Fertilization:*

All trees, shrubs, groundcovers and perennials will be fertilized once each year, either in early to mid-spring, or in late fall, if necessary.

### *Weed Control:*

Tree circles, and all shrub, groundcover and perennial beds, will be kept weed-free at all times. The weeds will be removed by hand-pulling, cultivation, or through the careful application of a glyphosate-containing herbicide, such as Roundup. The weeds that are hand-pulled will be removed from the site, and properly disposed of.

### *Mulch Maintenance:*

Shredded bark mulch in tree circles and planting beds will be kept neat and attractive. Care will be taken to keep the mulch one inch or less thick at the base of the tree trunks and shrub stems. If weed barrier fabric is present beneath the shredded bark mulch, areas of underlying weed barrier fabric that become visible, as the mulch shifts will be covered up, using the existing mulch.

In the early to mid spring, all mulched areas will be top dressed with one inch of mixed hardwood mulch.

All stone mulch areas will be kept free of litter and weeds. If weed barrier fabric is present beneath the stone mulch, areas of underlying weed barrier fabric that become visible as the stone shifts will be covered up, using the existing stone.

## **LAWN IRRIGATION SYSTEM**

### *Spring System Startup:*

Includes charging the system, inspecting for leaks, inspecting each head for adjustment and operation, testing delay devices (if installed), setting the irrigation clock.

### *Seasonal Adjustments:*

Includes adjusting the irrigation clock during weekly service visits to suit current weather conditions.

### *Fall System Service:*

Includes clearing water from the lines to prevent freeze damage, closing and taping valves to prevent accidental system recharge, and disconnecting power to the clock.

## **MISCELLANEOUS**

### *Spring Cleanup:*

Cleanup will include all landscape areas as soon as possible in spring. All accumulated plant debris (branches, leaves, flower stalks, etc.) and litter will be removed from the site, and properly disposed.

### *Fall Cleanup:*

Cleanup will include all landscape areas in fall. Depending on the property, this cleanup will begin when frost kills some or all of the annual flowers, or when significant amounts of fallen leaves begin to accumulate in lawn areas or planting beds. Fall cleanup work will continue, as needed, until all fall cleanup-related work is done.

170

20.0 ft

14.5 ft

sidewalk

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

---

**WORK SESSION:** May 5, 2026

**TO:** Village President Stoner and Board of Trustees

**PREPARED BY:** Jim Hurley, Village Administrator

**REVIEWED BY:** Kevin Poirier, Assistant Administrator

**AGENDA ITEM:** #9 Site Plan Review and Exterior Fenestration, Richard J Investments LLC, 2402 16th Pl., Kenosha, WI 53140 (Owner); Doug Anderson.

---

**BACKGROUND:**

In January, the application was reviewed and recommended by the Village Plan Commission with the following conditions:

- Note unit size. Village minimum is 1,200 square feet.
- Include 19 parking spaces (add 5 more spaces. no street parking)
- Driveway length is 24 feet from the garage to the end of the driveway
- Provide a landscaping plan
- Provide a lighting plan
- No tin siding, and siding is to be completed by a certified installer
- Conditions for pitch of the roof.

The developer submitted a revised dimensioned site plan showing the unit size, 19 parking spaces, and driveway lengths of 24' or more.

The Village also received revised plans. The plans show the units are 1,400 square feet. Please see the letter of approval from the Village Engineer for the lighting, stormwater and civil plans.

Additionally, the plans will increase the roof pitch from 4 to 5 inches. The siding will be installed by a certified installer.

Kenosha County Planning & Development reviewed the revised site plans and confirmed that the project now meets setback requirements.

RECOMMENDED ACTION:

If the Village Board agrees, then this item will be added to the May 12, 2026 Board meeting for possible action.

ATTACHMENTS:

Engineering Memo

Zoning Memo

Rendering

Civil Plans

Landscaping Plan

Rendering of both buildings

Lighting Plan

Landscaping Plan

Drainage and Swale Plans

**To:** Jim Hurley, Administrator  
Village of Somers  
7511 12<sup>th</sup> Street  
Somers, WI 53171

**Date:** May 1, 2026  
**From:** Brett D. Biwer, P.E.  
**Project No.:** 2600043.00

**Subject: Eagle Chateau Lot 5 - Approval**

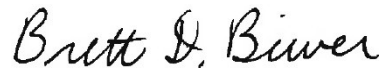
As requested, we reviewed the following documents prepared by Nielson, Madsen, & Barber for Lot 5 of the Eagle Chateau Subdivision:

- Civil Plans dated 4-17-2026, attached
- Swale Exhibit dated 4-17-2026
- Updated Lighting Plan dated 4-27-2026

The plans were checked against the stormwater management report by Stand & Associates and found no conflict with drainage recommendations for the area.

Based on the documents submitted, the proposed improvements have an ERU of 2.7 for assessment by the Village's Storm Water Utility.

**Status of Engineer's Approval: APPROVED**

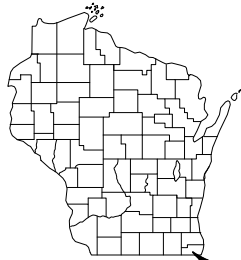


Brett D. Biwer, P.E.

**CC:** George Stoner, Village President  
Kevin Poirier, Assistant Village Administrator  
Scott Seymour, Building Inspector  
Doug Anderson, Developer  
Mark Eberle, P.E., Nielson, Madsen & Barber  
Douglas R. Snyder, P.E., Village Engineer

# CONSTRUCTION PLANS FOR SHORELAND RIDGE TOWNHOMES

FOR  
DAC GENERAL CONTRACTING, LLC  
Village of Somers, Kenosha County, Wisconsin



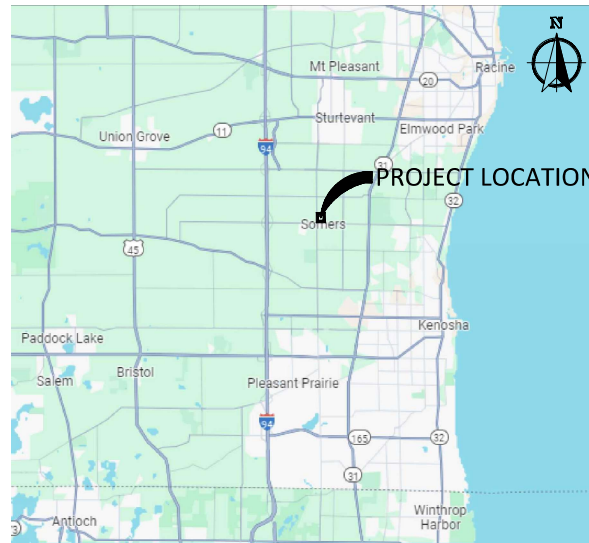
KENOSHA

## LEGEND

Description	Existing	Description	Existing	Proposed
EDGE OF WOODS		WATER SHUT OFF		
DECIDUOUS TREE		WATER MAIN VALVE		
DECIDUOUS TREE REMOVAL		HYDRANT		
CONIFEROUS TREE		WATER MAIN REDUCER		
CONIFEROUS TREE REMOVAL		SANITARY MANHOLE		
BUSH		SANITARY CLEAN OUT		
SOIL BORING		STORM MANHOLE		
TELEPHONE BOX		CATCH BASIN		
GUY WIRE		LIGHT POLE		
UTILITY POLE		ENDWALL		
GAS VALVE		STORM SEWER		
GAS METER		SANITARY SEWER		
SEPTIC VENT		WATERMAIN		
ELECTRIC MANHOLE		CONTOURS		
COMMUNICATION MANHOLE		FIRE PROTECTION		
WATER MANHOLE		UTILITY CROSSING		
HVAC UNIT		DITCH OR SWALE		
UNDERGROUND VAULT		CULVERT		
SECTION CORNER		RAILROAD TRACKS		
MAIL BOX		FENCE		
GUARD POST		NO VEHICULAR ACCESS		
STREET SIGN		UNDERGROUND ELECTRIC		
ELECTRIC PEDESTAL		UNDERGROUND GAS MAIN		
ELECTRIC METER		UNDERGROUND COMMUNICATIONS		
PAD MOUNT TRANSFORMER		SILT FENCE		
FOUND IRON PIPE		OVERHEAD WIRES		
SET IRON PIPE		FORCE MAIN		
DRY WELL		COMMUNICATION BOX		
FLAG POLE		GROUNDWATER MONITORING STATION		
WELL				
FLOOD LIGHT				

## ABBREVIATIONS

BASE LINE	BL	INVERT ELEVATION	IE
LONG CURVE OF CURVE	CHD	LENGTH OF CURVE	ARC
CURB AND GUTTER	C&G	MANHOLE	MH
CATCH BASIN	CB	NORMAL WATER LEVEL	NWL
CENTERLINE	CL	POINT OF CURVATURE	PC
EDGE OF PAVEMENT	EOP	POINT OF TANGENCY	PT
FINISHED FIRST FLOOR	FFF	TANGENCY OF CURVE	TAN
FINISHED GRADE	FG	POINT OF VERTICAL INTERSECTION	PVI
FLOW LINE	FL	RADIUS	R
FLOODPLAIN	FP	RIGHT OF WAY	ROW
ORDINARY HIGH WATER MARK	OHWM	SANITARY SEWER	SAN
TOP OF BANK	TOB	STORM SEWER	STM
TOP OF CURB	TOC	TOP OF FOUNDATION	TOF
TOP OF WALK	TOW	WATER MAIN	WM



## SHEET INDEX

Plan Sheet	Sheet No.
TITLE SHEET	C-1
EXISTING CONDITIONS / DIMENSIONED SITE PLAN	C-2
SITE GRADING & EROSION CONTROL / PAVEMENT GRADING PLAN	C-3
TYPICAL SECTIONS & CONSTRUCTION DETAILS	C-4
PROJECT SPECIFICATIONS	C-5
LANDSCAPING PLANS	L-1.1
SITE LIGHTING PLANS	E-1 - E-6

## GOVERNING AGENCY CONTACTS

SOMERS VILLAGE/TOWN ADMINISTRATOR JIM HURLEY OFFICE: 262-859-2822 EMAIL: jhurley@somerswi.gov	KENOSHA COUNTY GREGORY BOLDT, P.E. DIRECTOR OF HIGHWAYS / HIGHWAYS COMMISSIONER OFFICE: 626-653-1870 EMAIL: Gregory.Boldt@kenoshacountywi.gov
SOMERS CLERK-TREASURER WENDY BURNETTE OFFICE: 262-859-2822 EMAIL: wburnette@somerswi.gov	SHELLY BILLINGSLEY, P.E. DIRECTOR OF PUBLIC WORKS & DEVELOPMENT SERVICES OFFICE: 262-857-1870 EMAIL: Shelly.Billingsley@kenoshacountywi.gov
SOMERS PUBLIC WORKS SUPERINTENDENT JOSH SULLIVAN OFFICE: 262-859-2822 EMAIL: jsullivan@somerswi.gov	
SOMERS FIRE CHIEF BEN ANDERSEN OFFICE: 262-859-2277 EMAIL: bandersen@somerswi.gov	
SOMERS FIRE INSPECTOR CAPTAIN JOE SCRUGGS OFFICE: 262-620-3285 EMAIL: jscruggs@somerswi.gov	
SOMERS BUILDING INSPECTOR SCOTT SEYMOUR OFFICE: 262-859-2822 EMAIL: sseymour@somerswi.gov	

## PUBLIC UTILITY CONTACTS

AT&T BRENT LEWIS MANAGER OSP PLANNING & ENGINEERING DESIGN 411 7TH STREET, RACINE, WI 53403 OFFICE: 262-636-0549 CELL: 414-429-4214 EMAIL: bl521d@att.com	SPECTRUM STEVE CRAMER UTILITY COORDINATOR OFFICE: (414) 277-4045 EMAIL: steve.cramer@charter.com EMERGENCY NUMBER: (800) 627-2288
SPECTRUM CHARTER COMMUNICATIONS PATRICK DOWNEY CONSTRUCTION COORDINATOR 1320 N DR. MARTIN LUTHER KING JR DR. MILWAUKEE WI 53212-4002 EMAIL: patrick.downey@charter.com OFFICE: 414-232-7178 CELL: 414-908-4863	WE-ENERGIES ALLIE KLAWINSKI SENIOR SERVICE MANAGER OFFICE: 262-552-3227 EMAIL: allie.klawinski@we-energies.com DYLAN GUDGEL ENGINEERING TECHNICIAN OFFICE: 217-556-5735 EMAIL: dylan.gudgel@we-energies.com
	NATURAL GAS EMERGENCY: (800) 662-4797 ELECTRICAL EMERGENCY: (800) 662-4797

## UTILITY NOTE

EXISTING UTILITIES ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE TYPE, LOCATION, SIZE AND ELEVATION OF UNDERGROUND UTILITIES AS THEY DEEM NECESSARY FOR PROPOSED UTILITY CONNECTIONS AND / OR TO AVOID DAMAGE THERETO. CONTRACTOR SHALL CALL DIGGERS HOTLINE PRIOR TO ANY CONSTRUCTION.



Nielsen Madsen + Barber  
CIVIL ENGINEERS AND LAND SURVEYORS  
1458 Horizon Blvd, Suite 200, Racine, WI, 53406  
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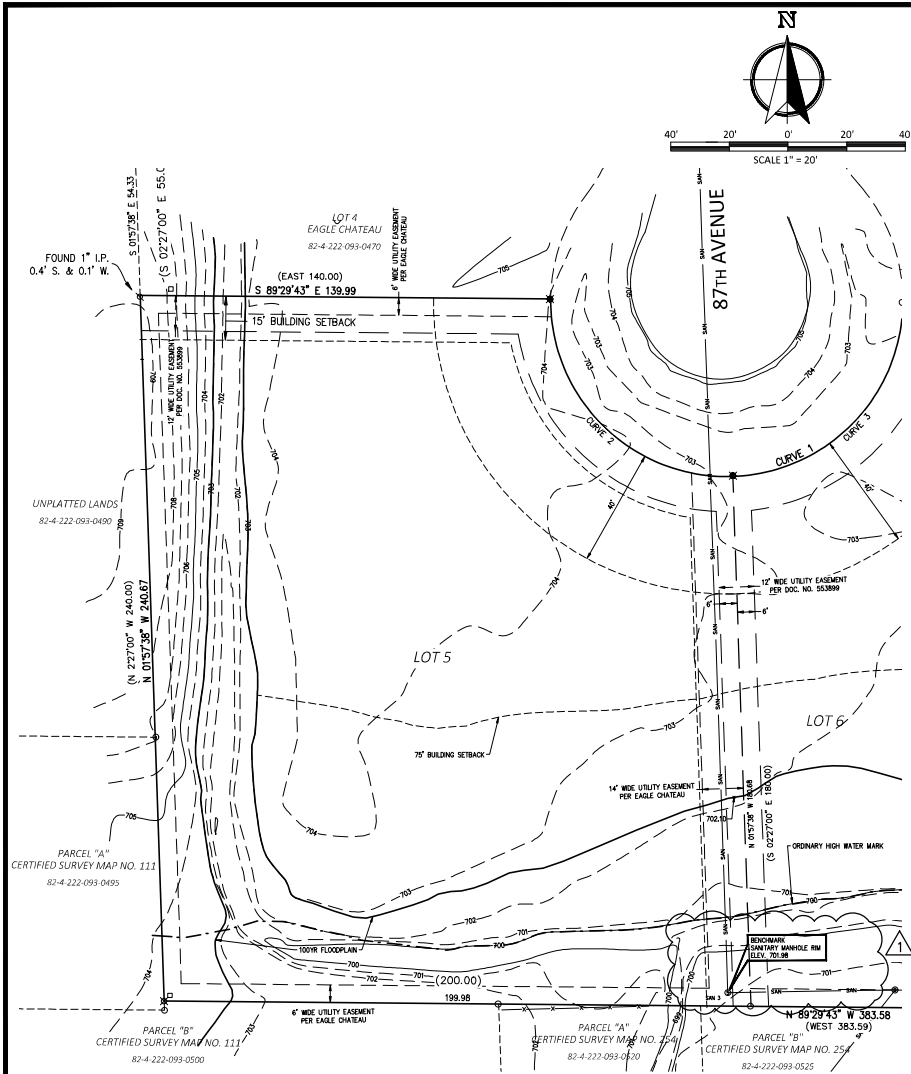
SHORELAND RIDGE  
TOWNHOMES  
CONSTRUCTION PLANS  
FOR  
DAC GENERAL CONTRACTING, LLC  
VILLAGE OF SOMERS, COUNTY OF KENOSHA, STATE OF WISCONSIN

NO.	REVISION	BY	DATE
1	PERVILLE COMMENTS	PL	4-7-2024

PROJ. MGR:	MOL
DRAFTED:	JWB
DATE:	4-6-2024
CHECKED:	MS
DATE:	4-6-2024

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ISSUE FOR REVIEW: 4-6-2024



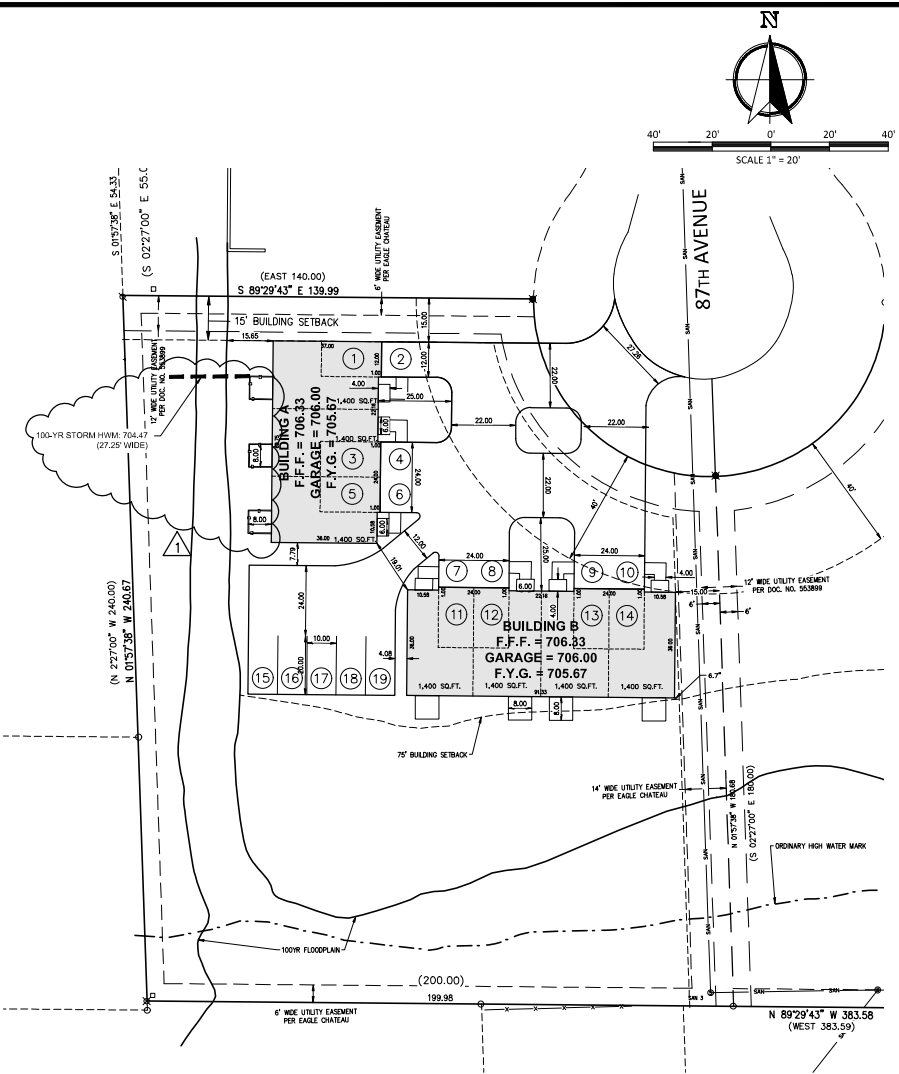
**NOTES**  
READING SCALE: GRID NORTH, WISCONSIN COORDINATES 1983/2011, SOUTH ZONE. BASED UPON NAD 1983 / 2011.

ALWAYS REFER TO HOND CONVERSION FACTOR: -0.22 FEET

- LEGEND**
- ☐ COMMUNICATION BOX
  - SANITARY MANHOLE
  - SANITARY SEWER
  - 1-1/2" IRON PIPE FOUND
  - 1" IRON ROD FOUND
  - ☒ 2-1/4" IRON PIPE FOUND
  - ☒ 3" IRON PIPE FOUND
  - ☒ 1-1/4" IRON PIPE FOUND
  - ☒ 1" IRON ROD FOUND

- CURVE 1** S 89°29'43" E (EAST)  
120.00'  
A=188.46' (188.50)  
R=60.00'
- CURVE 2** S 45°43'38" E (S 46°13'40" E)  
86.64'  
A=96.81' (96.82)  
R=60.00'
- CURVE 3** N 44°16'57" E (N 43°40'30" E)  
83.00'  
A=91.67' (91.68)  
R=60.00'

EXISTING UTILITY DATA		
SAN 1 RIM 706.43 I.E. 8" NW 694.38	SAN 2 RIM 702.42 I.E. 8" SW 692.82	SAN 3 RIM 701.98 I.E. 8" NE 692.98



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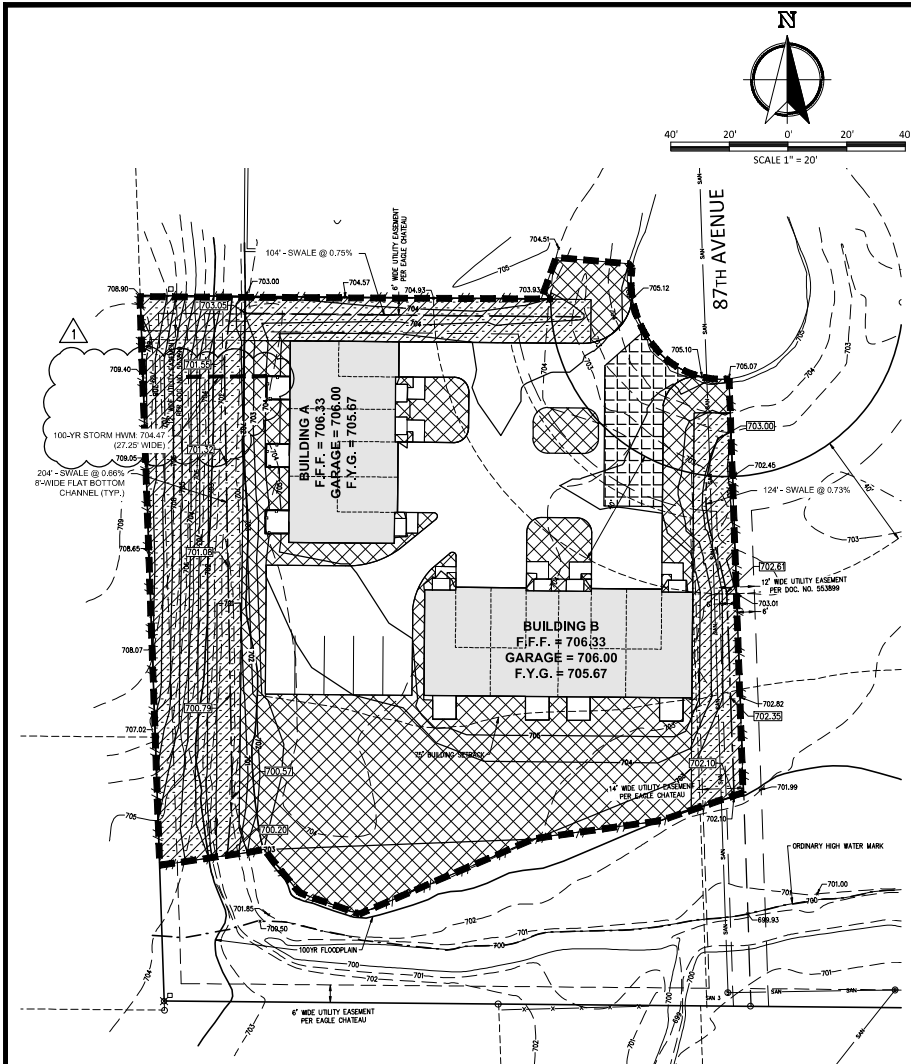
**PARKING COUNT #**

OUTDOOR PARKING STALLS:	12
GARAGE SPACES:	7
<b>TOTAL PARKING SPACES:</b>	<b>19</b>

NO.	REVISION	BY	DATE
1	PERUILLAGE COMMENTS	PL	4-17-26

PROJ. MGR:	MDE
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**SITE GRADING & EROSION CONTROL PLAN**

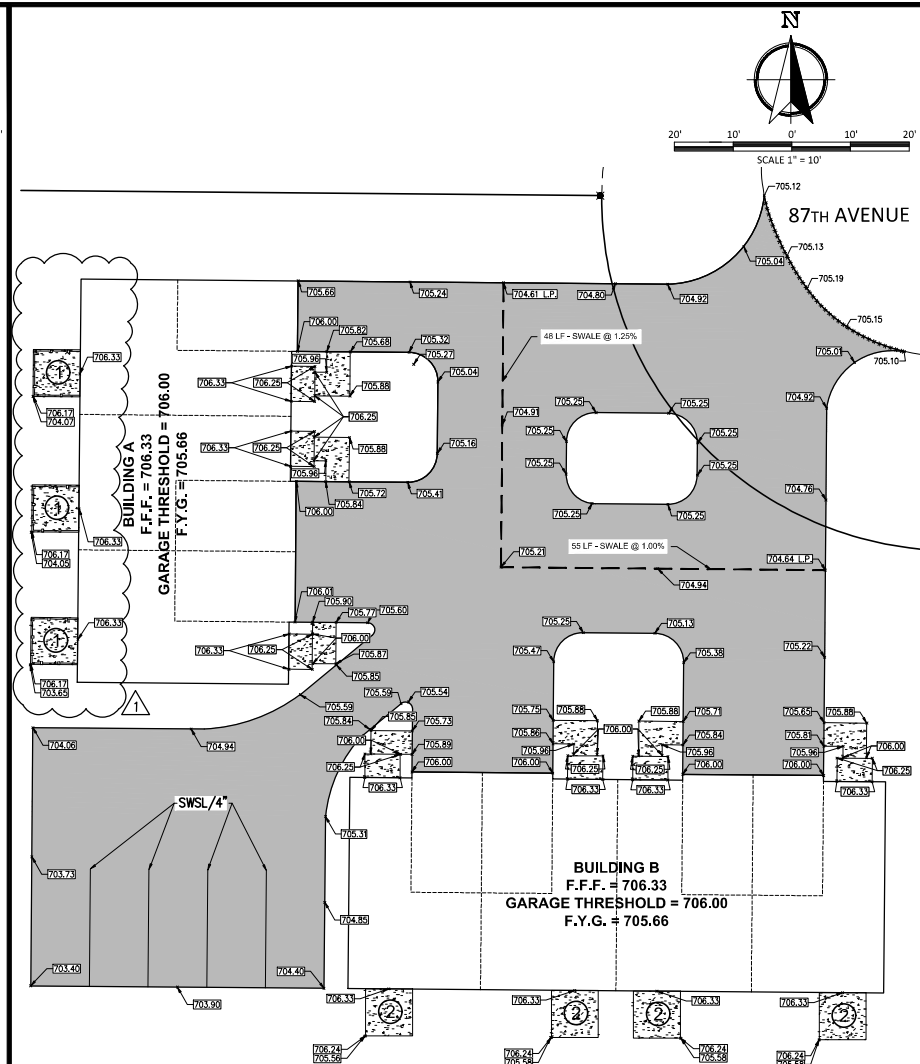


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**LEGEND**

- 692 — EXISTING CONTOURS
- 702 — PROPOSED CONTOURS
- 604.88 — EXISTING SPOT GRADES
- 621.88 — PROPOSED SPOT GRADES
- / — SILT FENCE
- SLOPE EROSION MAT - CLASS I, TYPE A (URBAN)
- CHANNEL EROSION MAT - CLASS I, TYPE B
- STONE TRACKING PAD
- DISTURBED AREA (37,641 S.F. = 0.864 AC)



**PAVEMENT GRADING PLAN**

**PERMANENT PAVEMENT MARKING LEGEND**

- SWSL / 4" - SINGLE WHITE SOLID LINE / 4" WIDE EACH

**NOTES**

- 1 PATIOS FOR BUILDING A SHALL INCLUDE A CAST-IN-PLACE FOOTING AND FOUNDATION WITH THE FOUNDATION EXTENDING 44" BELOW FINISHED GRADE. DUE TO 24" GRADE DIFFERENCE, BUILDING 1 PATIO TO HAVE RAILINGS PER CODE
- 2 FINISHED GRADE SURROUNDING PATIOS FOR BUILDING B TO BE NO MORE THAN 6" BELOW SLAB GRADE.

**LEGEND**

- 604.88 — EXISTING SPOT GRADES
- 621.88 — PROPOSED SPOT GRADES
- 604.88 / 621.88 — PROPOSED PATIO GRADE FINISHED YARD GRADE
- MEDIUM-DUTY ASPHALT PAVEMENT
- LIGHT-DUTY CONCRETE PAVEMENT
- ..... SAW CUT PAVEMENT (FULL DEPTH)
- — PAVEMENT SWALE CENTERLINE

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**SHORELAND RIDGE TOWNHOMES**  
 SITE GRADING PLAN & EROSION CONTROL PLAN / PAVEMENT GRADING PLAN  
 DAC GENERAL CONTRACTING, LLC  
 VILLAGE OF SOMERS, COUNTY OF KENOSHA, STATE OF WISCONSIN

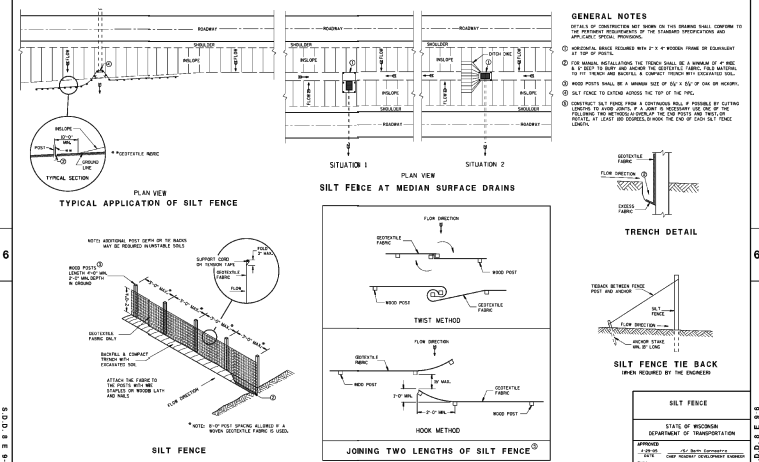
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 DATE: 4-6-2026

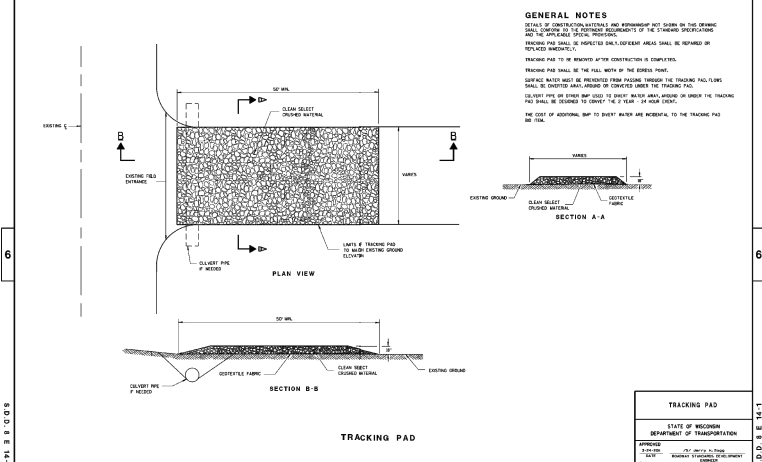
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**ISSUE FOR REVIEW: 4-6-2026**

**SDD 8e9 Silt Fence**



**SDD 8e14 Tracking Pad**

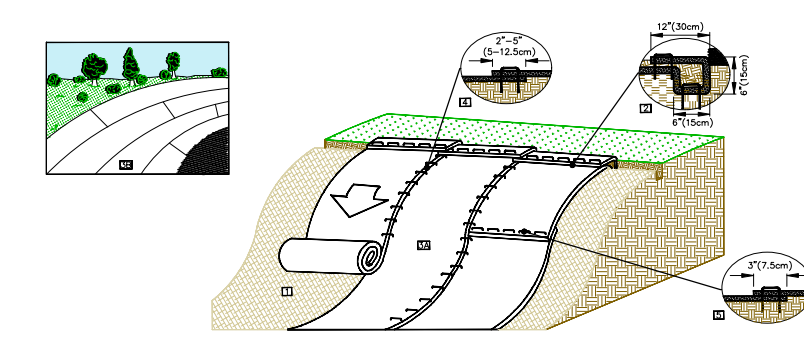


SILT FENCE SHALL BE FURNISHED, INSTALLED AND MAINTAINED IN ACCORDANCE WITH WISCONSIN DEPARTMENT OF NATURAL RESOURCES TECHNICAL STANDARD 1056.

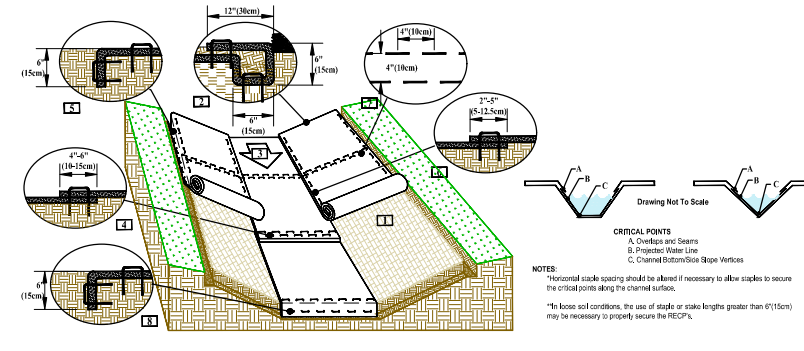
TRACKING PAD SHALL BE FURNISHED, INSTALLED AND MAINTAINED IN ACCORDANCE WITH WISCONSIN DEPARTMENT OF NATURAL RESOURCES TECHNICAL STANDARD 1057 INCLUDING PAVEMENT CLEANING WHEN NECESSARY.

**1 SILT FENCE DETAIL** N.T.S.

**2 TRACKING PAD DETAIL** N.T.S.



**3 SLOPE INSTALLATION OF EROSION MAT DETAIL** N.T.S.



**4 SWALE INSTALLATION OF EROSION MAT DETAIL** N.T.S.



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**SHORELAND RIDGE TOWNHOMES**  
 TYPICAL SECTIONS & CONSTRUCTION DETAILS  
 FOR  
**DAC GENERAL CONTRACTING, LLC**  
 VILLAGE OF JOLIET, COUNTY OF KENOSHA, STATE OF WISCONSIN

NO.	REVISION	DATE
1	PERVILLE COMMENTS	4-17-2023

PROJ. MGR: MDE  
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 DATE: 4-6-2023  
 CHECKED: MDE  
 DATE: 4-6-2023

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**ISSUE FOR REVIEW: 4-6-2023**

**REFERENCES**

- ANY OR ALL OF THE FOLLOWING REFERENCE DOCUMENTS THAT ARE APPLICABLE TO THE PROPOSED ITEMS OF WORK ARE INCLUDED IN THIS CONTRACT:
- STATE OF WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION 2023 EDITION, HEREIN REFERRED TO AS "STATE SPECIFICATIONS". THE CURRENT VERSION OF THE "STATE SPECIFICATIONS" IS AVAILABLE ON THE WISDOT WEBSITE AT <http://roads.wisconsin.gov/standards/specs/index.htm>
- MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), 11TH EDITION (DECEMBER 2023).
- EROSION CONTROL, EARTHWORK, SITE GRADING AND PAVEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE "STATE SPECIFICATIONS".
- STORM SEWER CONSTRUCTION SHALL BE COMPLETED IN ACCORDANCE WITH THE "STANDARD SPECIFICATIONS FOR SEWER & WATER CONSTRUCTION IN WISCONSIN" 8TH EDITION, DECEMBER 22, 2003 WITH ADDENDA NO. 1 AND NO. 2, HEREIN REFERRED TO AS THE "STANDARD SPECIFICATIONS".
- VILLAGE OF SOMERS DEVELOPMENT STANDARDS, DATED APR. 3, 2018.
- VILLAGE OF SOMERS STANDARD MATERIAL SPECIFICATION CHECKLIST, DATED JULY 2024.

**GENERAL NOTES**

- EROSION CONTROL SHALL BE PERFORMED IN ACCORDANCE WITH THE "STATE SPECIFICATIONS".
- ANY WATER PUMPED FROM PITS, TRENCHES, WELLS OR PONDS SHALL BE TREATED FOR SEDIMENT REMOVAL PRIOR TO DISCHARGE OFF-SITE. PUMPING OPERATIONS SHALL BE IN ACCORDANCE WITH WDRM TECHNICAL STANDARD 1001. PUMPED WATER CAN BE TREATED IN FILTER BAGS, STONE FILTERS OR BY OTHER WDRM APPROVED METHODS. QUALITY OF PUMPED WATER SHALL BE CONTINUOUSLY MONITORED DURING PUMPING OPERATIONS.
- THE CONTRACTOR SHALL CONTACT DESIGNERS HOTLINE A MINIMUM OF 72 HOURS BEFORE THE START OF CONSTRUCTION TO HAVE THE ADJACENT UNDERGROUND AND PUBLIC UTILITIES LOCATED. THE LOCATION OF EXISTING PRIVATE UTILITIES MAY NOT BE SHOWN ON THE PLANS AND SHOULD BE LOCATED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.
- ALL PUBLIC SIDEWALKS, CURBS OR PAVEMENTS DISTURBED DURING CONSTRUCTION SHALL BE SAUN CUT AT THE NEAREST JOINT AND REPLACED IN KIND PER THE "CITY SPECIFICATIONS". CURB AND GUTTER REPLACEMENT SECTIONS SHALL BE TEST TO EXISTING BY INSTALLING THREE (3) NO. 4 (1/2-INCH), 18-INCH LONG THE BARS, EVENLY SPACED, DRIVEN 3/4-INCHES INTO THE EXISTING CURB AND GUTTER AT THE CONNECTION POINT.
- CONTRACTOR SHALL VERIFY ALL ELEVATIONS, LOCATIONS AND SIZES OF EXISTING STORM SEWERS, WATER MAINS, GAS & ELECTRIC LINES AND OTHER ADJACENT UTILITIES PRIOR TO COMMENCING CONSTRUCTION. AS-BUILT (FIELD) DATA SHALL BE USED TO CHECK ALL PROPOSED UTILITY CROSSINGS FOR CONFLICTS.
- THE EXACT LOCATION OF THE DOMESTIC WATER LINE, FIRE PROTECTION LEAD, NATURAL GAS SERVICE, ELECTRIC, PHONE AND CABLES LINES (AS THEY ENTER THE BUILDING) SHALL BE PER THE ARCHITECTURAL OR MECHANICAL PLANS.
- ALL SANITARY SEWER AND WATER MAINS WITHIN FIVE (5) FEET (5') OF ANY PAVED SURFACE SHALL BE BACKFILLED WITH COMPACTED GRANULAR MATERIAL IN ACCORDANCE WITH TABLE 37, CHAPTER 8.4.5 OF THE "STANDARD SPECIFICATIONS". BACKFILL MATERIAL SHALL EXTEND A MINIMUM OF FIVE FEET (5') OUTSIDE OF THE PAVEMENT LIMITS, TRENCHES RUNNING PARALLEL TO AND LESS THAN FIVE FEET (5') FROM THE EDGE OF PAVEMENT SHALL ALSO REQUIRE COMPACTED GRANULAR BACKFILL.
- AT THE COMPLETION OF THE PROJECT THE CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL ABANDONED, EXCESS WASTE, STOCKPILED AND SPILL MATERIAL IN ACCORDANCE WITH SECTION 263.3.12 OF THE "STATE SPECIFICATIONS". THIS WORK SHALL BE DONE AT THE CONTRACTORS EXPENSE.

**DEMOLITION NOTES**

- THE CONTRACTOR IS RESPONSIBLE FOR THE DEMOLITION, REMOVAL, AND DISPOSAL AT A LOCATION APPROVED BY ALL GOVERNING AUTHORITIES) OF ALL STRUCTURES, PADS, WALLS, FLUMES, FOUNDATIONS, PAVEMENTS, DRIVES, DRAINAGE STRUCTURES, UTILITIES, ETC., SUCH THAT THE IMPROVEMENTS SHOWN ON THE REMAINING PLANS CAN BE CONSTRUCTED. ALL FACILITIES TO BE REMOVED SHALL BE UNDERCUT TO SUITABLE MATERIAL AND BROUGHT TO GRADE WITH SUITABLY COMPACTED FILL MATERIAL PER THE SPECIFICATIONS.
- THE CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL DEBRIS FROM THE SITE AND DISPOSING THE DEBRIS IN A LAWFUL MANNER. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS REQUIRED FOR DEMOLITION, SITE CLEARING, AND DISPOSAL.
- ALL EXISTING SEWERS, PIPING, AND UTILITIES SHOWN ARE NOT TO BE INTERFERED AS THE EXACT LOCATION OR AS THE ONLY OBSTACLES THAT MAY OCCUR ON THE SITE. VERIFY EXISTING CONDITIONS AND PROCEED WITH CAUTION AROUND ANY ANTICIPATED FEATURES. GIVE NOTICE TO ALL UTILITY COMPANIES REGARDING DESTRUCTION AND REMOVAL OF ALL SERVICE LINES AND CAP ALL LINES BEFORE PROCEEDING WITH THE WORK.
- CONTRACTOR MUST PROTECT THE PUBLIC AT ALL TIMES WITH SIGNS, FENCING, BARRICADES, ENCLOSURES, ETC., (AND OTHER APPROPRIATE BEST MANAGEMENT PRACTICES) AS APPROVED BY THE CONSTRUCTION MANAGER. TEMPORARY CLOSURE OF ANY PUBLIC ROADWAY OR SIDEWALK SHALL BE APPROVED BY THE AUTHORITY HAVING JURISDICTION.
- CONTINUOUS ACCESS SHALL BE MAINTAINED FOR THE SURROUNDING PROPERTIES AT ALL TIMES DURING THE COURSE OF WORK.
- PRIOR TO DEMOLITION OCCURRING, ALL EROSION CONTROL DEVICES ARE TO BE INSTALLED.
- EXISTING ITEMS TO REMAIN INCLUDING, BUT NOT LIMITED TO, FENCES, SIGNS, UTILITIES, BUILDINGS, TREES, PAVEMENTS, AND LIGHT FIXTURES, SHALL BE CAREFULLY PROTECTED DURING THE DEMOLITION PROCESS. ANY DAMAGE SUSTAINED TO ITEMS TO REMAIN IN PLACE SHALL BE REPAIRED OR REPLACED AT THE CONTRACTORS EXPENSE AT NO ADDITIONAL COST TO THE OWNER.
- PROPERTY CORNERS AND BENCHMARKS SHALL BE CAREFULLY PROTECTED UNTIL THEY HAVE BEEN REFERENCED BY A PROFESSIONAL LAND SURVEYOR. PROPERTY MONUMENTS DISTURBED BY THE CONTRACTORS OPERATIONS SHALL BE REPLACED AT THE CONTRACTORS EXPENSE AT NO ADDITIONAL COST TO THE OWNER.
- CONTRACTOR SHALL LIMIT PAVEMENT REMOVALS TO ONLY THOSE AREAS AS SHOWN ON THESE CONSTRUCTION PLANS OR AS NECESSARY TO COMPLETE THE WORK. CONCRETE SIDEWALK AND CURB & GUTTER IS TO BE REMOVED TO NEAREST JOINT IN ORDER TO ACCOMMODATE PROPOSED IMPROVEMENTS. IF ANY DAMAGE IS INCURRED ON ANY OF THE SURROUNDING PAVEMENTS AND OR OTHER IMPROVEMENTS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL AND REPAIR OF DAMAGED PAVEMENT AND OTHER ITEMS AT NO ADDITIONAL COST TO THE OWNER.
- IF PREVIOUSLY UNIDENTIFIED HAZARDOUS, CONTAMINATED MATERIALS, OR OTHER ENVIRONMENTAL RELATED CONDITIONS ARE DISCOVERED, STOP WORK IMMEDIATELY AND NOTIFY THE PROJECT CONSTRUCTION MANAGER FOR ACTION TO BE TAKEN. DO NOT RESUME WORK UNTIL SPECIFICALLY AUTHORIZED BY THE CONSTRUCTION MANAGER.

**SITE GRADING & SUB-GRADE PREPARATION**

- EXISTING TOPSOIL AND OTHER NON-STRUCTURAL MATERIAL WITHIN THE PROPOSED BUILDING PAD, PAVEMENT SECTIONS AND STRUCTURAL FILL AREAS SHALL BE STRIPPED (REGARDLESS OF DEPTH) AND STOCKPILED OFF-SITE.
- EXCAVATE, GRADE, AND SHAPE SUBGRADES TO THE LINES AND GRADES SHOWN ON THE PLANS. SEE TYPICAL SECTIONS AND CONSTRUCTION DETAILS FOR PAVEMENT THICKNESS AND MATERIALS.
- FOR STRUCTURAL FILL DEPTHS LESS THAN 20 FEET, THE DENSITY OF THE STRUCTURAL COMPACTED FILL AND SCARIFIED SUBGRADE AND GRADES SHALL NOT BE LESS THAN 96 PERCENT OF THE MAXIMUM DRY DENSITY AS DETERMINED BY STANDARD PROCTOR (ASTM D-698) WITH THE EXCEPTION OF THE TOP 12 INCHES OF PAVEMENT SUBGRADE WHICH SHALL HAVE A MINIMUM IN-SITU DENSITY OF 100 PERCENT OF MAXIMUM DRY DENSITY, OR 3 PERCENT HIGHER THAN UNDERLYING FILL MATERIALS.
- THE MOISTURE CONTENT OF COHESIVE SOIL SHALL NOT VARY BY MORE THAN .1 TO +3 PERCENT AND GRANULAR SOIL .35 PERCENT OF THE OPTIMUM WHEN PLACED AND COMPACTED OR RECOMPACTED UNLESS SPECIFICALLY RECOMMENDED/ APPROVED BY THE SOILS ENGINEER MONITORING THE PLACEMENT AND COMPACTION. COHESIVE SOILS WITH MODERATE TO HIGH EXPANSIVE POTENTIALS (PI-15) SHOULD, HOWEVER, BE PLACED, COMPACTED AND MAINTAINED PRIOR TO CONSTRUCTION AT A MOISTURE CONTENT OF 3+1 PERCENT ABOVE OPTIMUM MOISTURE CONTENT TO LIMIT FUTURE HEAVE.
- FILL MATERIAL SHALL BE PLACED IN LAYERS WITH A MAXIMUM LOOSE THICKNESS OF 8 INCHES. THE COMPACTION EQUIPMENT SHOULD CONSIST OF SUITABLE MECHANICAL EQUIPMENT SPECIFICALLY DESIGNED FOR SOIL COMPACTION.
- UPON COMPLETION OF THE SUBGRADE, A PROOF ROLL SHALL BE CONDUCTED BY THE CONTRACTOR ON ALL SUBGRADES TO RECEIVE DENSE AGGREGATE BASE COURSE. THE CONTRACTOR SHALL PROVIDE A FULLY LOADED QUADRA-LE TRUCK (16 TON MINIMUM LOAD) TO PERFORM THE PROOF ROLL. THE CONTRACTOR SHALL COORDINATE THE PROOF ROLL WITH THE OWNER OR HIS REPRESENTATIVES TO ENSURE THEY ARE PRESENT.
- AT THE COMPLETION OF THE PROJECT THE CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL ABANDONED, EXCESS WASTE, STOCKPILED AND SPILL MATERIAL IN ACCORDANCE WITH SECTION 263.3.12 OF THE "STATE SPECIFICATIONS". THIS WORK SHALL BE DONE AT THE CONTRACTORS EXPENSE.

**PAVEMENT SPECIFICATIONS**

- DENSE AGGREGATE BASE COURSE SHALL MEET THE REQUIREMENTS OF SECTION 305 OF THE "STATE SPECIFICATIONS". THE COMPLETED BASE SHALL BE IN ACCORDANCE WITH THE "TYPICAL SECTIONS & CONSTRUCTION DETAILS" SHEETS OF THE PLAN SET AND SHALL BE CONSTRUCTED IN FOUR-INCH (4") LIFTS AND COMPACTED ACCORDING TO SUBSECTION 305.3.2.2 OF THE "STATE SPECIFICATIONS". DENSE AGGREGATE BASE COURSE SHALL EXTEND A MINIMUM OF TWELVE-INCHES (12") BEYOND THE EDGE OF PAVEMENT OR BACK OF CURB.
- ASPHALTIC CONCRETE PAVEMENT SHALL BE WISDOT LT-58-28 S MEETING THE REQUIREMENTS OF SECTION 460 OF THE "STATE SPECIFICATIONS". PAVEMENT SHALL BE INSTALLED IN TWO (2) LIFTS IN ACCORDANCE WITH THE "TYPICAL SECTIONS & CONSTRUCTION DETAILS" SHEETS) OF THE PLAN SET. A TACK COAT SHALL BE INSTALLED BETWEEN THE LOWER AND UPPER COURSES IN ACCORDANCE WITH SECTION 453.3.2 OF THE "STATE SPECIFICATIONS".
- CONCRETE FOR PAVEMENTS, SIDEWALKS, CURB & GUTTER AND DRIVEWAY APRONS SHALL BE GRADE A-FA, AIR-ENTRAINED, AS SPECIFIED IN SUBSECTION 501.3.1 OF THE "STATE SPECIFICATIONS". ALL EXTERIOR CONCRETE SHALL BE "READY-MIXED" AND RECEIVE A BROOM FINISH. ALL CONCRETE WORK SHALL BE CURED IN ACCORDANCE WITH THE REQUIREMENTS OF SUBSECTION 415.2.4 OF THE "STATE SPECIFICATIONS".
- CONTRACTION JOINTS SHALL BE AT TEN-FOOT (10') INTERVALS FOR CURB AND GUTTER AND MATCH THE WIDTH FOR CONCRETE SIDEWALKS.
- EXPANSION JOINTS SHALL BE PLACED AS OUTLINED IN SUBSECTION 601.3.6 OF THE "STATE SPECIFICATIONS". FILLER MATERIAL FOR EXPANSION JOINTS SHALL BE 1/2" FIBER MATERIAL.

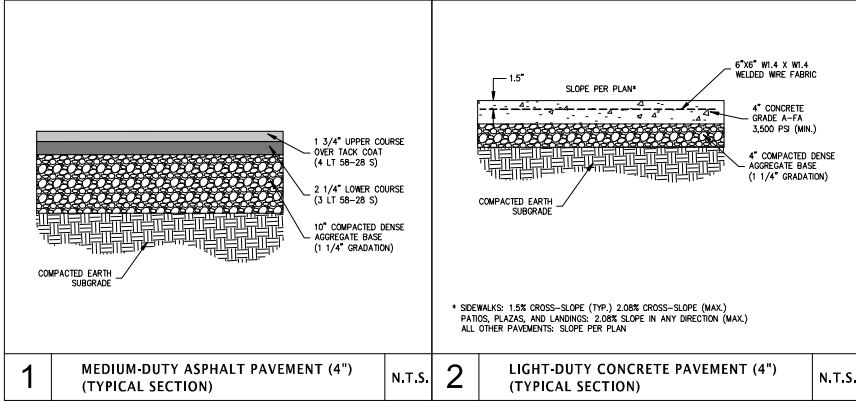
**EROSION & SEDIMENT CONTROL NOTES**

- THE EROSION AND SEDIMENT CONTROL PROVISIONS DETAILED ON THE DRAWINGS AND SPECIFIED HEREIN ARE THE MINIMUM REQUIREMENTS FOR EROSION CONTROL.
- PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL PREPARE ANY REVISIONS, ADJUSTMENTS OR PROPOSED ALTERATIONS TO THE EROSION CONTROL PLAN. THE CONTRACTOR IS RESPONSIBLE TO NOTIFY ENGINEER OF RECORD AND REGULATORY OFFICIALS OF ANY CHANGES TO THE EROSION CONTROL AND STORMWATER MANAGEMENT PLANS. MODIFICATIONS TO THE APPROVED EROSION CONTROL DESIGN IN ORDER TO MEET UNFORESEEN FIELD CONDITIONS IS ALLOWED. MODIFICATIONS CONFORM TO BEST MANAGEMENT PRACTICES (BMP'S). ALL SIGNIFICANT DEVIATIONS FROM THE PLANS MUST BE SUBMITTED AND APPROVED BY THE VILLAGE OF SOMERS.
- THE CONTRACTOR IS RESPONSIBLE FOR INSTALLATION, MAINTENANCE, REPAIR AND REMOVAL OF ALL EROSION CONTROL DEVICES REQUIRED FOR THE PROJECT WHICH SHALL BE DONE IN ACCORDANCE WITH THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES (DNR) TECHNICAL STANDARDS (REFERRED TO AS BMP'S) AND VILLAGE OF SOMERS ORDINANCES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY REPAIRS AND MAINTENANCE NECESSARY TO MEET UNFORESEEN FIELD CONDITIONS. SEE VILLAGE OF SOMERS AND WDRM EROSION CONTROL PERMITS FOR ADDITIONAL DETAILS OR REQUIREMENTS.
- ALL EROSION AND SEDIMENT CONTROL MEASURES AND DEVICES SHALL BE INSPECTED BY THE CONTRACTOR AS REQUIRED IN THE WISCONSIN ADMINISTRATIVE CODE (SPS 380.21) AND MAINTAINED PER SPS 380.22.
- INSPECTIONS AND MAINTENANCE OF ALL EROSION CONTROL MEASURES SHALL BE ROUTINE (ONCE PER WEEK MINIMUM) TO ENSURE PROPER FUNCTION OF EROSION CONTROLS AT ALL TIMES. SEDIMENT AND EROSION CONTROL MEASURES ARE TO BE IN WORKING ORDER AT THE END OF EACH WORK DAY. THE CONTRACTOR SHALL CHECK THE EROSION AND SEDIMENT CONTROL PRACTICES FOR MAINTENANCE NEEDS AT ALL THE FOLLOWING INTERVALS UNTIL THE SITE IS STABILIZED:
  - A. AT LEAST WEEKLY.
  - B. WITHIN 24 HOURS AFTER A RAINFALL EVENT OF 0.5 INCHES OR GREATER, A RAINFALL EVENT SHALL BE CONSIDERED TO BE THE TOTAL AMOUNT OF RAINFALL RECORDED IN ANY CONTINUOUS HOUR PERIOD. ALL EROSION AND SEDIMENT CONTROL DEVICES SHALL BE INSPECTED WITHIN 24 HOURS OF ALL RAIN EVENTS EXCEEDING 0.5 INCHES IMMEDIATELY REPAIR ANY DAMAGE OBSERVED DURING THE INSPECTION.
- EROSION AND SEDIMENT CONTROL INSPECTIONS AND ENFORCEMENT ACTIONS MAY BE CONDUCTED BY WDRM DSP'S, VILLAGE OF SOMERS OR THEIR AUTHORIZED AGENTS DURING AND AFTER THE CONSTRUCTION OF THIS PROJECT. ADDITIONAL EROSION CONTROL MEASURES, AS REQUESTED BY STATE OR LOCAL INSPECTORS AND/OR THE ENGINEER OF RECORD, SHALL BE INSTALLED WITHIN 24 HOURS OF REQUEST.
- ALL SEDIMENT AND EROSION CONTROL DEVICES, INCLUDING PERIMETER EROSION CONTROL MEASURES SUCH AS CONSTRUCTION ENTRANCES, SILT FENCE AND EXISTING INLET PROTECTION SHALL BE INSTALLED PRIOR TO COMMENCING EARTH DISTURBING ACTIVITIES. THE CONTRACTOR SHALL MAINTAIN ALL EROSION CONTROL DEVICES UNTIL THE SITE HAS ESTABLISHED A VEGETATIVE COVER AND IS STABILIZED.
- INSTALL SILT FENCE PER SECTION 628 OF THE "STATE SPECIFICATIONS" AND WDRM TECHNICAL STANDARD 1056 AT THE LOCATIONS SHOWN ON THE PLAN. ERECT SILT FENCE PRIOR TO STARTING A CONSTRUCTION OPERATION THAT MIGHT CAUSE SEDIMENTATION OR SILTATION AT THE SITE OF THE PROPOSED SILT FENCE. CONTRACTOR SHALL INSTALL SILT FENCING AT DOWN-SLOPE SIDE OF STOCKPILES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLATION, MAINTENANCE AND REMOVAL OF ALL REQUIRED SILT FENCE MATERIAL.
- THE CONTRACTOR IS RESPONSIBLE FOR CONTROLLING WIND EROSION (DUST) DURING CONSTRUCTION AT HIGHER EXPENSE (WHEN NECESSARY OR AS REQUIRED) BY LOCAL INSPECTORS AND/OR ENGINEER OF RECORD.
- CONSTRUCTION ENTRANCES SHALL BE INSTALLED AT ALL LOCATIONS OF VEHICLE INGRESS/EGRESS POINTS. CONTRACTOR IS RESPONSIBLE TO COORDINATE LOCATION(S) WITH THE PROPER AUTHORITIES. PROVIDE NECESSARY FEES AND OBTAIN ALL REQUIRED APPROVALS OR PERMITS. ADDITIONAL CONSTRUCTION ENTRANCES OTHER THAN SHOWN ON THE PLANS, MUST HAVE PRIOR APPROVAL BY THE VILLAGE OF SOMERS.
- DITCH CHECKS AND APPLICABLE EROSION NETTING/MATINGS SHALL BE INSTALLED IMMEDIATELY AFTER COMPLETION OF GRADING EFFORTS WITHIN DITCHES/SWALES TO PREVENT SOIL TRANSPORTATION.
- ALL EXPOSED SOIL AREAS THAT WILL NOT BE BROUGHT TO FINAL GRADE OR ON WHICH LAND DISTURBING ACTIVITIES WILL NOT BE PERFORMED GREATER THAN 7 DAYS AND REQUIRE VEGETATIVE COVER FOR LESS THAN 1 YEAR, REQUIRE TEMPORARY SEEDING FOR EROSION CONTROL. SEEDING FOR EROSION CONTROL SHALL BE IN ACCORDANCE WITH WDRM TECHNICAL STANDARD 1050 AND VILLAGE OF SOMERS ORDINANCE.
- EXCESS SOILS ARE TO BE HAULED OFF SITE OR ENCLOSED WITH AN APPROVED SEDIMENT CONTROL DEVICE WITHIN 24 HOURS.
- SOIL PILES LEFT UNDISTURBED FOR 7 OR MORE DAYS WILL NEED TO BE STABILIZED BY AN APPROVED METHOD. ALL DISTURBED AREAS NOT COVERED BY PERMANENT STRUCTURES OR PAVEMENT SHALL BE FINISHED GRADED WITH +3" TOPSOIL, SEEDED AND STABILIZED WITHIN 7 DAYS OF READING FINAL GRADE. IF DISTURBANCE OCCURS AFTER COVERED, 15TH AND BEFORE MAY 15TH, TYPE A SOIL STABILIZER SHALL BE USED.

- ALL DISTURBED AREAS SHALL BE STABILIZED WITH CLASS 1 TYPE A EROSION MATTING. EROSION MATTING AND/OR NETTING USED ON-SITE SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURERS GUIDELINES AND WDRM TECHNICAL STANDARDS 1052.
- PAVED SURFACES ADJACENT TO CONSTRUCTION SITE VEHICLE ACCESS SHALL BE SWEEP AND/OR SCRAPED TO REMOVE ACCUMULATED SOIL, DIRT AND/OR DUST AT THE END OF EACH WORK DAY AND AS REQUESTED BY THE VILLAGE OF SOMERS.
- EROSION CONTROL MEASURES SHALL BE REMOVED ONLY AFTER SITE CONSTRUCTION IS COMPLETE WITH ALL SOIL SURFACES HAVING AN ESTABLISHED VEGETATIVE COVER.

**PAVEMENT MARKING NOTES**

- CONTRACTOR SHALL VERIFY PAVEMENT MARKING COLOR WITH OWNER PRIOR TO CONSTRUCTION.
- PROVIDE CONTRACTOR GRADE ACRYLIC PAINT FOR NEW ASPHALT OR COATED ASPHALT. ALL MARKING SHALL BE APPLIED IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS.
- THROUGHOUT CLEAN SURFACES FREE OF DIRT, SAND, GRAVEL, OIL AND OTHER FOREIGN MATTER. CONTRACTOR RESPONSIBLE FOR INSPECTING PAVEMENT SURFACE FOR CONDITIONS AND DEFECTS THAT WILL ADVERSELY AFFECT QUALITY OF WORK.
- DO NOT PLACE MARKING OVER UNBOUND PAVEMENTS. IF THESE AREAS EXIST, APPLY OWNER, STARTING INSTALLATION CONSTITUTES CONTRACTORS ACCEPTANCE OF SURFACE, AS SUITABLE FOR INSTALLATION.
- LAYOUT MARKINGS USING GUIDE LINES, TEMPLATES AND FORMS. STENCILS AND TEMPLATES SHALL BE PROFESSIONALLY MADE TO INDUSTRY STANDARDS. TREE HAND PAINTING OF ARROWS, SYMBOLS OR WORKING SHALL NOT BE ALLOWED. APPLY STRIPES STRAIGHT AND EVEN.
- PROTECT ADJACENT CURBS, WALKS, FENCES, AND OTHER ITEMS FROM OVERSPRAY PAINT.
- APPLY MARKING PAINT AS A RATE OF ONE (1) GALLON PER THREE TO FOUR HUNDRED (300-400) LINEAL FEET OF FOUR (4) INCH WIDE STRIPES (OR TO MANUFACTURERS SPECIFICATIONS).
- BARRICADE MARKED AREAS DURING INSTALLATION AND UNTIL THE MARKING PAINT IS DRIED AND READY FOR TRAFFIC.
- ALL HANDICAPPED ACCESSIBLE PARKING SHALL BE LOCATED PER 2009 IBC 1106.6.



<b>1</b>	<b>MEDIUM-DUTY ASPHALT PAVEMENT (4") (TYPICAL SECTION)</b>	N.T.S.	<b>2</b>	<b>LIGHT-DUTY CONCRETE PAVEMENT (4") (TYPICAL SECTION)</b>	N.T.S.
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**Nilsen Madsen + Barber**  
 CIVIL ENGINEERS AND LAND SURVEYORS  
 1458 Horizon Blvd, Suite 200, Racine, WI 53406  
 Tele: (262)634-5588 Website: www.nmbc.net

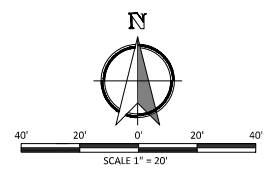
**SHORELAND RIDGE TOWNHOMES PROJECT SPECIFICATIONS**  
 FOR  
**DAC GENERAL CONTRACTING, LLC.**  
 VILLAGE OF SOMERS, COUNTY OF WISCONSIN, STATE OF WISCONSIN

NO.	REVISION	BY	DATE
1	PERVILLE COMMENTS	PL	4-17-2026

PROJ. MGR: \_\_\_\_\_ MGL  
 DRAFTED: \_\_\_\_\_ PL  
 CHECKED: \_\_\_\_\_ MGL  
 DATE: \_\_\_\_\_ 4-6-2026

2023.0178.01  
 SHEET  
**C-5**

**ISSUE FOR REVIEW: 4-6-2026**



**UTILITY NOTE**  
 EXISTING UTILITIES ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE TYPE, LOCATION, SIZE AND ELEVATION OF UNDERGROUND UTILITIES AS THEY DEEM NECESSARY FOR PROPOSED UTILITY CONNECTIONS AND/OR TO AVOID DAMAGE THERE TO. CONTRACTOR SHALL CALL 'DIGGER'S HOTLINE' PRIOR TO ANY CONSTRUCTION.

**NOTES:**  
 1. FIELD VERIFY ALL PLANT LOCATIONS  
 2. ANY SUBSTITUTIONS SHALL BE ADDRESSED TO LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO PLANTING  
 3. ALL BED TO HAVE DECORATIVE STONE MULCH OVER SUPAC

**GARLAND ALLIANCE**  
 LANDSCAPE ARCHITECTS

PO Box 1362  
 Kenosha, WI 53141  
 (+1) 888 1641 garlandalliance@gmail.com

PROPOSED GARDEN DESIGN FOR:  
**SHORELAND RIDGE TOWNHOMES**  
 LANDSCAPING PLAN

FOR  
 DAC GENERAL CONTRACTING, LLC  
 VILLAGE OF SOMERS, COUNTY OF KENOSHA, STATE OF WISCONSIN

REVISIONS:

FEBRUARY 22, 2026
FEBRUARY 26, 2026
MARCH 4, 2026
MARCH 10, 2026
MARCH 30, 2026
APRIL 16, 2026

SCALE: 1" = 20'-0"  
 SHEET NUMBER: L1-1





# KENOSHA COUNTY

Shelly Billingsley, Director  
Department of Public Works  
& Development Services

Andy M. Buehler, Director  
Division of Planning & Development

**TO:** Village of Somers Plan Commission  
**FROM:** Luke Godshall, Senior Land Use Planner  
**APPLN DATE:** 10-26-25  
**RPT DATE:** 11-24-25  
**MTG DATE:** 12-08-25  
**RE:** Eagle Chateau apartment buildings

---

## PROJECT/SITE INFO:

1. Petitioner/Agent: Doug Anderson
2. Property Owner: Richard J Investments LLC
3. Location/Address: Lots 5 & 6 of Eagle Chateau Subdivision (vacant land at end of 87<sup>th</sup> Ave.)
4. Tax key Number(s): 82-4-222-093-0461
5. Area: 2 acres
6. Existing Zoning: R-11 Multiple-Family Residential Dist.
7. Existing Land Use: Medium-Density Residential, Other Conservancy Land to be Preserved

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## OVERVIEW:

The Petitioner proposes to develop an existing vacant parcel with two (2) apartment buildings – one 3-unit building and one 4-unit building. The petitioner is seeking approval of the overall site plans and building fenestration.

## PLANNER COMMENTS:

The subject parcel is currently vacant and already zoned R-11 Multiple-Family Residential District which allows for the proposed use. While the R-11 district allows for a density of up to 12.4 dwelling units per acre, the proposed project will only result in a density of approximately 3.5 dwelling units per acre. The parcel is bordered to the north by existing apartment buildings in the Eagle Chateau subdivision, and to the south & west by single-family homes.

The submitted plans for the site shows that the proposed buildings will meet minimum ordinance requirements for setbacks (40' street, 15' from side lot lines, 25' from rear lot line and 75' from the ordinary high water mark of navigable waterway). It should be noted that the location of the proposed 4-unit building is extremely close to the minimum required 40' street yard setback and to the minimum required 75' ordinary high water mark setback. Extreme care must be taken to ensure the constructed building meets these setbacks. It is recommended that a professional land surveyor verify these setbacks prior to foundations being poured. After building foundation are poured, an as-built foundation survey will be required to be submitted verifying that all required setbacks have been met.

The plans show the proposed buildings be within the maximum allowable building height of 35'. However, the plans indicate a roof pitch of 4/12 whereas Village ordinance requires a minimum roof pitch of 5/12.

Revised plans showing at least a 5/12 pitch on each building will need to be submitted for review and approval.

Plans will also need to be revised to show that each 3-bedroom unit will have at least 1200 square feet of living space per dwelling unit to meet Village ordinance.

The submitted building elevations and conceptual renderings show that the exterior facades of the buildings will be composed with a mixture of colors and materials including stone veneer, architectural shingles, and horizontal & vertical LP smart siding.

This project will require a minimum of **19** parking spaces by ordinance (2.5 spaces for each 3-bedroom apartment plus one guest parking space for every 8 units). The submitted site plan accounts for 14 spaces (1 enclosed garage parking space for each unit and 1 exterior space adjacent to each unit's garage). A revised site plan accounting for a minimum of 19 parking spaces will need to be submitted for review and approval.

A landscaping plan was not included with the submittal. Village zoning ordinance requires submittal of a landscape plan prepared by a registered Landscape Architect for all new development or redevelopment that addresses the minimum requirements contained in Section ZN 3.19 of the Village of Somers zoning ordinance. The Petitioner will need to submit a professionally drawn landscape plan for review and approval.

A lighting/photometric plan was not submitted for the proposed development. It is recommended that a lighting plan be submitted for review and approval to ensure compliance with Section ZN 3.18 (Exterior Lighting Standards) of the Village of Somers zoning ordinance. All site lighting (ground and building mounted fixtures) must be fully shielded, cut-off type fixtures.

Planning & Development will issue zoning permits for the project once the Petitioner has executed any necessary Developer's Agreement and has met any other Village of Somers requirements for the development.

**STAFF RECOMMENDATION:**

Should the Plan Commission choose to recommend approval of the submitted application, staff would recommend the following:

1. Subject to the proposed buildings meeting all required setbacks (40' from street right-of-way, 15' from side lot lines, 25' from rear lot line and 75' from the ordinary high water mark of navigable waterway). The as-built location of the buildings shall be verified by submitting a plat of survey prepared by a Wisconsin Professional Land Surveyor.
2. Subject to each 3-bedroom unit containing at least 1200 square feet of living space to meet Village ordinance requirement.
3. Subject to each building having a minimum 5/12 roof pitch.
4. Subject to submitting a revised site plan accounting for a minimum of 19 parking spaces (including enclosed garage spaces).
5. Subject to a landscape plan that has been prepared by a registered Landscape Architect being submitted for review/approval.
6. Subject to a lighting/photometrics plan being submitted for review/approval.
7. Subject to receiving stormwater plan approval by the Village of Somers engineer.
8. Subject to implementation of a Developer's Agreement between the Petitioner and the Village of Somers.



3 UNIT



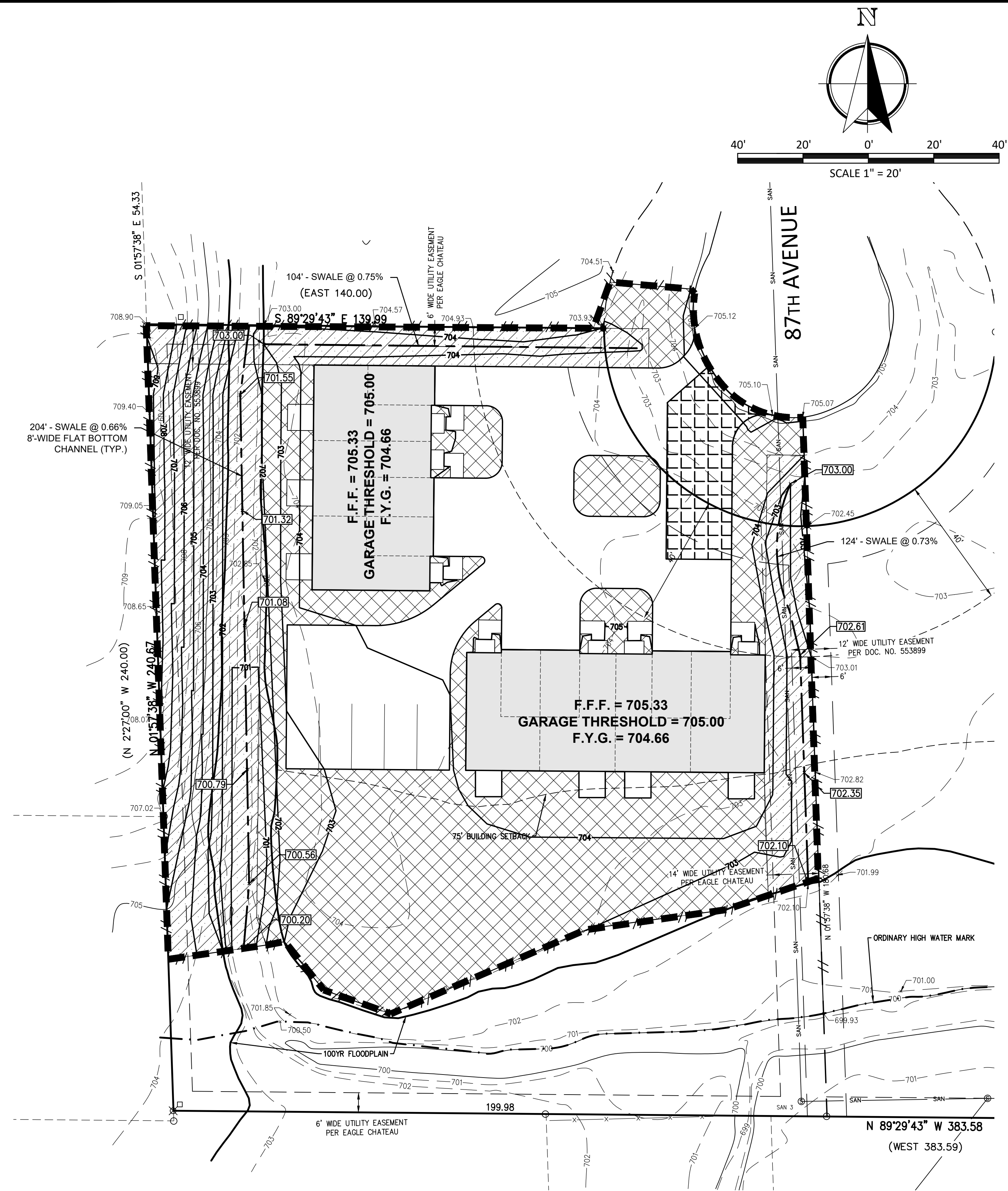
4 UNIT



SHORELAND RIDGE  
TOWNHOMES







**SITE GRADING & EROSION CONTROL PLAN**

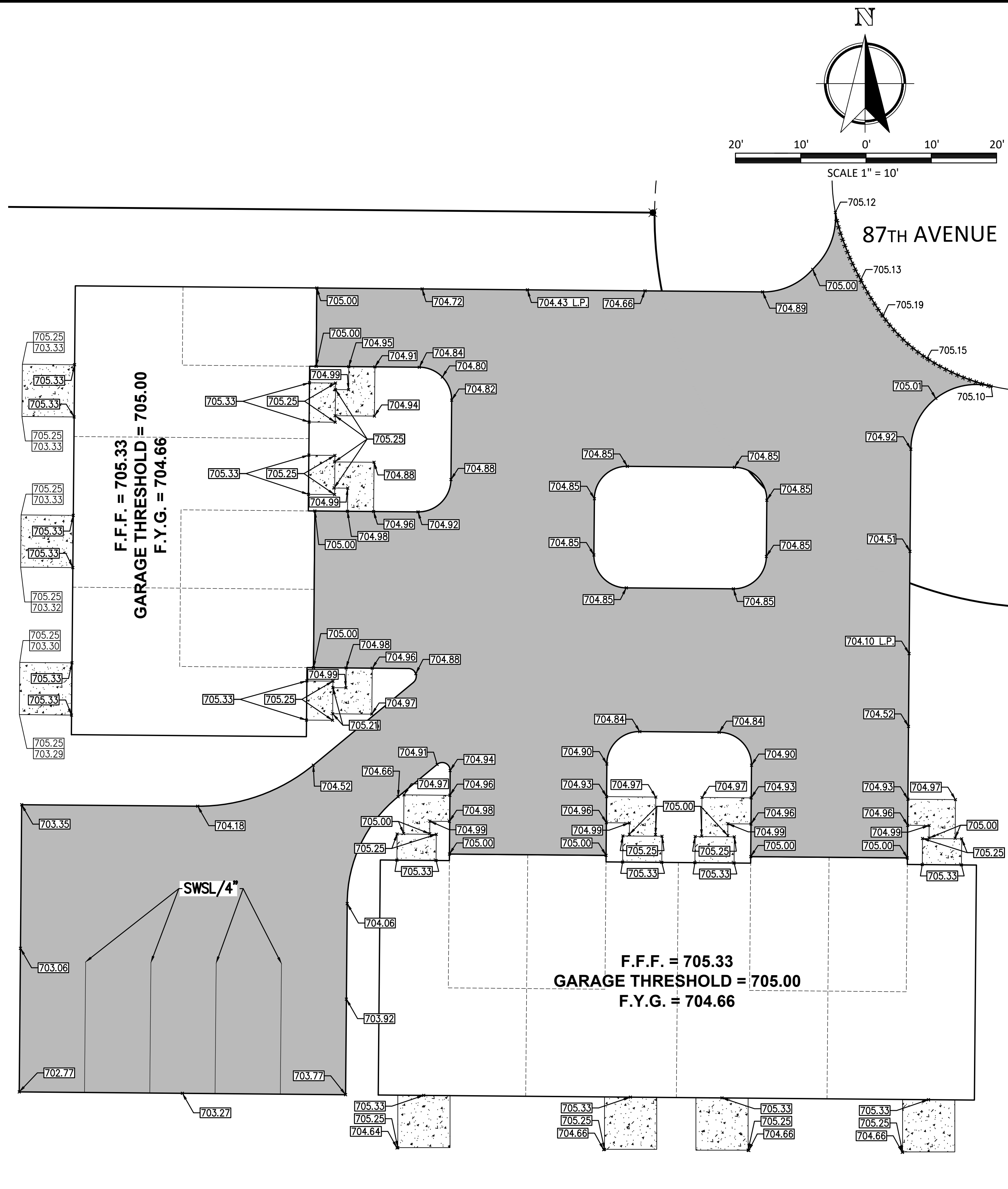


**UTILITY NOTE**

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**LEGEND**

- 692 — EXISTING CONTOURS
- 702 — PROPOSED CONTOURS
- 604.88 — EXISTING SPOT GRADES
- 604.88 — PROPOSED SPOT GRADES
- // — SILT FENCE
- SLOPE EROSION MAT - CLASS I, TYPE A (URBAN)
- CHANNEL EROSION MAT - CLASS I, TYPE B
- STONE TRACKING PAD
- DISTURBED AREA (37,641 S.F. = 0.864 AC)



**PAVEMENT GRADING PLAN**

**PERMANENT PAVEMENT MARKING LEGEND**

SWSL/4" - SINGLE WHITE SOLID LINE / 4" WIDE EACH

**LEGEND**

- 604.88 — EXISTING SPOT GRADES
- 604.88 — PROPOSED SPOT GRADES
- 604.88 / 602.88 — PROPOSED PATIO GRADE FINISHED YARD GRADE
- MEDIUM-DUTY ASPHALT PAVEMENT
- LIGHT-DUTY CONCRETE PAVEMENT
- xxxxxxxx — SAW CUT PAVEMENT (FULL DEPTH)



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**SHORELAND RIDGE TOWNHOMES**  
SITE GRADING PLAN & EROSION CONTROL PLAN / PAVEMENT GRADING PLAN FOR

DAC GENERAL CONTRACTING, LLC  
VILLAGE OF SOMERS, COUNTY OF KENOSHA, STATE OF WISCONSIN

NO.	REVISION	BY	DATE

PROJ. MGR: MDE  
DRAFTED: JWR  
DATE: 3-10-2026  
CHECKED: MDE  
DATE: 3-10-2026

2023.0178.01

SHEET  
**C-3**

**ISSUE FOR REVIEW: 3-10-2026**



**REFERENCES**

ANY OR ALL OF THE FOLLOWING REFERENCE DOCUMENTS THAT ARE APPLICABLE TO THE PROPOSED ITEMS OF WORK ARE INCLUDED IN THIS CONTRACT:

STATE OF WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, 2025 EDITION, HEREIN REFERRED TO AS "STATE SPECIFICATIONS." THE CURRENT VERSION OF THE "STATE SPECIFICATIONS" IS AVAILABLE ON THE WisDOT WEBSITE AT <http://roadwaystandards.dot.wi.gov/standards/stdspec/index.htm>

"MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD), 11TH EDITION (DECEMBER 2023).

EROSION CONTROL, EARTHWORK, SITE GRADING AND PAVEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE "STATE SPECIFICATIONS".

STORM SEWER CONSTRUCTION SHALL BE COMPLETED IN ACCORDANCE WITH THE "STANDARD SPECIFICATIONS FOR SEWER & WATER CONSTRUCTION IN WISCONSIN", 6TH EDITION, DECEMBER 22, 2003 WITH ADDENDA NO. 1 AND NO. 2, HEREIN REFERRED TO AS THE "STANDARD SPECIFICATIONS"..

VILLAGE OF SOMERS DEVELOPMENT STANDARDS, DATED APRIL 3, 2018.

VILLAGE OF SOMERS STANDARD MATERIAL SPECIFICATION CHECKLIST, DATED JULY 2024.

**GENERAL NOTES**

EROSION CONTROL SHALL BE PERFORMED IN ACCORDANCE WITH THE "STATE SPECIFICATIONS".

ANY WATER PUMPED FROM PITS, TRENCHES, WELLS OR PONDS SHALL BE TREATED FOR SEDIMENT REMOVAL PRIOR TO DISCHARGE OFF-SITE. PUMPING OPERATIONS SHALL BE IN ACCORDANCE WITH WDNR TECHNICAL STANDARD 1061. PUMPED WATER CAN BE TREATED IN FILTER BAGS, STONE FILTERS OR BY OTHER WDNR APPROVED METHODS. QUALITY OF PUMPED WATER SHALL BE CONTINUOUSLY MONITORED DURING PUMPING OPERATIONS.

CONTRACTOR SHALL CONTACT DIGGER'S HOTLINE A MINIMUM OF 72 HOURS BEFORE THE START OF CONSTRUCTION TO HAVE THE ADJACENT UNDERGROUND PUBLIC UTILITIES LOCATED. THE LOCATION OF EXISTING PRIVATE UTILITIES MAY NOT BE SHOWN ON THE PLANS AND SHOULD BE LOCATED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.

ALL PUBLIC SIDEWALKS, CURBS OR PAVEMENTS DISTURBED DURING CONSTRUCTION SHALL BE SAW CUT AT THE NEAREST JOINT AND REPLACED IN KIND PER THE "CITY SPECIFICATIONS". CURB AND GUTTER REPLACEMENT SECTIONS SHALL BE TIED TO EXISTING BY INSTALLING THREE (3) NO. 4 (1/2-INCH), 18-INCH LONG TIE BARS, EVENLY SPACED, DRIVEN 9-INCHES INTO THE EXISTING CURB AND GUTTER AT THE CONNECTION POINT.

CONTRACTOR SHALL VERIFY ALL ELEVATIONS, LOCATIONS AND SIZES OF EXISTING STORM SEWERS, WATER MAINS, GAS & ELECTRIC LINES AND OTHER ADJACENT UTILITIES PRIOR TO COMMENCING CONSTRUCTION. AS-BUILT (FIELD) DATA SHALL BE USED TO CHECK ALL PROPOSED UTILITY CROSSINGS FOR CONFLICTS.

THE EXACT LOCATION OF THE DOMESTIC WATER LINE, FIRE PROTECTION LEAD, NATURAL GAS SERVICE, ELECTRIC, PHONE AND CABLES LINES (AS THEY ENTER THE BUILDING) SHALL BE PER THE ARCHITECTURAL OR MECHANICAL PLANS.

ALL SANITARY SEWER AND WATER MAINS WITHIN FIVE FEET (5') OF ANY PAVED SURFACE SHALL BE BACKFILLED WITH COMPACTED GRANULAR MATERIAL IN ACCORDANCE WITH TABLE 37, CHAPTER 8.43.4 OF THE "STANDARD SPECIFICATIONS". BACKFILL MATERIAL SHALL EXTEND A MINIMUM OF FIVE FEET (5') OUTSIDE OF THE PAVEMENT LIMITS. TRENCHES RUNNING PARALLEL TO AND LESS THAN FIVE FEET (5') FROM THE EDGE OF PAVEMENT SHALL ALSO REQUIRE COMPACTED GRANULAR BACKFILL.

AT THE COMPLETION OF THE PROJECT THE CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL ABANDONED, EXCESS, WASTE, STOCKPILED AND SPOIL MATERIAL IN ACCORDANCE WITH SECTION 205.3.12 OF THE "STATE SPECIFICATIONS". THIS WORK SHALL BE DONE AT THE CONTRACTOR'S EXPENSE.

**DEMOLITION NOTES**

THE CONTRACTOR IS RESPONSIBLE FOR THE DEMOLITION, REMOVAL, AND DISPOSAL AT A LOCATION APPROVED (BY ALL GOVERNING AUTHORITIES) OF ALL STRUCTURES, PADS, WALLS, FLUMES, FOUNDATIONS, PAVEMENTS, DRIVES, DRAINAGE STRUCTURES, UTILITIES, ETC., SUCH THAT THE IMPROVEMENTS SHOWN ON THE REMAINING PLANS CAN BE CONSTRUCTED. ALL FACILITIES TO BE REMOVED SHALL BE UNDERCUT TO SUITABLE MATERIAL AND BROUGHT TO GRADE WITH SUITABLY COMPACTED FILL MATERIAL PER THE SPECIFICATIONS.

THE CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL DEBRIS FROM THE SITE AND DISPOSING OF THE DEBRIS IN A LAWFUL MANNER. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS REQUIRED FOR DEMOLITION, SITE CLEARING, AND DISPOSAL.

ALL EXISTING SEWERS, PIPING, AND UTILITIES SHOWN ARE NOT TO BE INTERPRETED AS THE EXACT LOCATION OR AS THE ONLY OBSTACLES THAT MAY OCCUR ON THE SITE. VERIFY EXISTING CONDITIONS AND PROCEED WITH CAUTION AROUND ANY ANTICIPATED FEATURES. GIVE NOTICE TO ALL UTILITY COMPANIES REGARDING DESTRUCTION AND REMOVAL OF ALL SERVICE LINES AND CAP ALL LINES BEFORE PROCEEDING WITH THE WORK.

CONTRACTOR MUST PROTECT THE PUBLIC AT ALL TIMES WITH SIGNS, FENCING, BARRICADES, ENCLOSURES, ETC., (AND OTHER APPROPRIATE BEST MANAGEMENT PRACTICES) AS APPROVED BY THE CONSTRUCTION MANAGER. TEMPORARY CLOSURE OF ANY PUBLIC ROADWAY OR SIDEWALK SHALL BE APPROVED BY THE AUTHORITY HAVING JURISDICTION.

CONTINUOUS ACCESS SHALL BE MAINTAINED FOR THE SURROUNDING PROPERTIES AT ALL TIMES DURING THE COURSE OF WORK.

PRIOR TO DEMOLITION OCCURRING, ALL EROSION CONTROL DEVICES ARE TO BE INSTALLED.

EXISTING ITEMS TO REMAIN INCLUDING, BUT NOT LIMITED TO, FENCES, SIGNS, UTILITIES, BUILDINGS, TREES, PAVEMENTS, AND LIGHT POLES SHALL BE CAREFULLY PROTECTED DURING THE DEMOLITION PROCESS. ANY DAMAGE SUSTAINED TO ITEMS TO REMAIN IN PLACE SHALL BE REPAIRED OR REPLACED AT THE CONTRACTOR'S EXPENSE AT NO ADDITIONAL COST TO THE OWNER.

PROPERTY CORNERS AND BENCHMARKS SHALL BE CAREFULLY PROTECTED UNTIL THEY HAVE BEEN REFERENCED BY A PROFESSIONAL LAND SURVEYOR. PROPERTY MONUMENTS DISTURBED BY THE CONTRACTOR'S OPERATIONS SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE AT NO ADDITIONAL COST TO THE OWNER.

CONTRACTOR SHALL LIMIT PAVEMENT REMOVALS TO ONLY THOSE AREAS AS SHOWN ON THESE CONSTRUCTION PLANS OR AS NECESSARY TO COMPLETE THE WORK. CONCRETE SIDEWALK AND CURB & GUTTER IS TO BE REMOVED TO NEAREST JOINT IN ORDER TO ACCOMMODATE PROPOSED IMPROVEMENTS. IF ANY DAMAGE IS INCURRED ON ANY OF THE SURROUNDING PAVEMENTS AND/OR OTHER IMPROVEMENTS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL AND REPAIR OF DAMAGED PAVEMENT AND OTHER ITEMS AT NO ADDITIONAL COST TO THE OWNER.

IF PREVIOUSLY UNIDENTIFIED HAZARDOUS, CONTAMINATED MATERIALS, OR OTHER ENVIRONMENTAL RELATED CONDITIONS ARE DISCOVERED, STOP WORK IMMEDIATELY AND NOTIFY THE PROJECT CONSTRUCTION MANAGER FOR ACTION TO BE TAKEN. DO NOT RESUME WORK UNTIL SPECIFICALLY AUTHORIZED BY THE CONSTRUCTION MANAGER.

**SITE GRADING & SUB-GRADE PREPARATION**

EXISTING TOPSOIL AND OTHER NON-STRUCTURAL MATERIAL WITHIN THE PROPOSED BUILDING PAD, PAVEMENT SECTIONS AND STRUCTURAL FILL AREAS SHALL BE STRIPPED (REGARDLESS OF DEPTH) AND HAULED OFF SITE.

EXCAVATE, GRADE, AND SHAPE SUBGRADES TO THE LINES AND GRADES SHOWN ON THE PLANS. SEE TYPICAL SECTIONS AND CONSTRUCTION DETAILS FOR PAVEMENT THICKNESS AND MATERIALS.

FOR STRUCTURAL FILL DEPTHS LESS THAN 20 FEET, THE DENSITY OF THE STRUCTURAL COMPACTED FILL AND SCARIFIED SUBGRADE AND GRADES SHALL NOT BE LESS THAN 95 PERCENT OF THE MAXIMUM DRY DENSITY AS DETERMINED BY STANDARD PROCTOR (ASTM D-698) WITH THE EXCEPTION OF THE TOP 12 INCHES OF PAVEMENT SUBGRADE WHICH SHALL HAVE A MINIMUM IN-SITU DENSITY OF 100 PERCENT OF MAXIMUM DRY DENSITY, OR 5 PERCENT HIGHER THAN UNDERLYING FILL MATERIALS.

THE MOISTURE CONTENT OF COHESIVE SOIL SHALL NOT VARY BY MORE THAN -1 TO +3 PERCENT AND GRANULAR SOIL ±3 PERCENT OF THE OPTIMUM WHEN PLACED AND COMPACTED OR RECOMPACTED, UNLESS SPECIFICALLY RECOMMENDED / APPROVED BY THE SOILS ENGINEER MONITORING THE PLACEMENT AND COMPACTION. COHESIVE SOILS WITH MODERATE TO HIGH EXPANSIVE POTENTIALS (PI>15) SHOULD, HOWEVER, BE PLACED, COMPACTED AND MAINTAINED PRIOR TO CONSTRUCTION AT A MOISTURE CONTENT OF 3±1 PERCENT ABOVE OPTIMUM MOISTURE CONTENT TO LIMIT FUTURE HEAVE.

FILL MATERIAL SHALL BE PLACED IN LAYERS WITH A MAXIMUM LOOSE THICKNESS OF 9 INCHES. THE COMPACTION EQUIPMENT SHOULD CONSIST OF SUITABLE MECHANICAL EQUIPMENT SPECIFICALLY DESIGNED FOR SOIL COMPACTION.

UPON COMPLETION OF THE SUBGRADE, A PROOF ROLL SHALL BE CONDUCTED BY THE CONTRACTOR ON ALL SUBGRADES TO RECEIVE DENSE AGGREGATE BASE COURSE. THE CONTRACTOR SHALL PROVIDE A FULLY LOADED QUAD-AXLE TRUCK (18 TON MINIMUM LOAD) TO PERFORM THE PROOF ROLL. CONTRACTOR SHALL COORDINATE THE PROOF ROLL WITH THE OWNER OR HIS REPRESENTATIVES TO ENSURE THEY ARE PRESENT.

AT THE COMPLETION OF THE PROJECT THE CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL ABANDONED, EXCESS, WASTE, STOCKPILED AND SPOIL MATERIAL IN ACCORDANCE WITH SECTION 205.3.12 OF THE "STATE SPECIFICATIONS". THIS WORK SHALL BE DONE AT THE CONTRACTOR'S EXPENSE.

**EROSION & SEDIMENT CONTROL NOTES**

THE EROSION AND SEDIMENT CONTROL PROVISIONS DETAILED ON THE DRAWINGS AND SPECIFIED HEREIN ARE THE MINIMUM REQUIREMENTS FOR EROSION CONTROL.

PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL PREPARE ANY REVISIONS, ADJUSTMENTS OR PROPOSED ALTERATIONS TO THE EROSION CONTROL PLAN. THE CONTRACTOR IS RESPONSIBLE TO NOTIFY ENGINEER OF RECORD AND REGULATORY OFFICIALS OF ANY CHANGES TO THE EROSION CONTROL AND STORMWATER MANAGEMENT PLANS. MODIFICATIONS TO THE APPROVED EROSION CONTROL DESIGN IN ORDER TO MEET UNFORESEEN FIELD CONDITIONS IS ALLOWED IF MODIFICATIONS CONFORM TO BEST MANAGEMENT PRACTICES (BMP'S). ALL SIGNIFICANT DEVIATIONS FROM THE PLANS MUST BE SUBMITTED AND APPROVED BY THE VILLAGE OF SOMERS.

THE CONTRACTOR IS RESPONSIBLE FOR INSTALLATION, MAINTENANCE, REPAIR AND REMOVAL OF ALL EROSION CONTROL DEVICES REQUIRED FOR THE PROJECT WHICH SHALL BE DONE IN ACCORDANCE WITH THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES (DNR) TECHNICAL STANDARDS (REFERRED TO AS BMP'S) AND VILLAGE OF SOMERS ORDINANCES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ADDITIONAL CONTROL MEASURES WHICH MAY BE NECESSARY TO MEET UNFORESEEN FIELD CONDITIONS. SEE VILLAGE OF SOMERS AND WDNR EROSION CONTROL PERMITS FOR ADDITIONAL DETAILS OR REQUIREMENTS.

ALL EROSION AND SEDIMENT CONTROL MEASURES AND DEVICES SHALL BE INSPECTED BY THE CONTRACTOR AS REQUIRED IN THE WISCONSIN ADMINISTRATIVE CODE (SPS 360.21) AND MAINTAINED PER SPS 360.22.

INSPECTIONS AND MAINTENANCE OF ALL EROSION CONTROL MEASURES SHALL BE ROUTINE (ONCE PER WEEK MINIMUM) TO ENSURE PROPER FUNCTION OF EROSION CONTROLS AT ALL TIMES. SEDIMENT AND EROSION CONTROL MEASURES ARE TO BE IN WORKING ORDER AT THE END OF EACH WORK DAY. THE CONTRACTOR SHALL CHECK THE EROSION AND SEDIMENT CONTROL PRACTICES FOR MAINTENANCE NEEDS AT ALL THE FOLLOWING INTERVALS UNTIL THE SITE IS STABILIZED:

- A. AT LEAST WEEKLY.
- B. WITHIN 24 HOURS AFTER A RAINFALL EVENT OF 0.5 INCHES OR GREATER. A RAINFALL EVENT SHALL BE CONSIDERED TO BE THE TOTAL AMOUNT OF RAINFALL RECORDED IN ANY CONTINUOUS 24-HOUR PERIOD. ALL EROSION AND SEDIMENT CONTROL ITEMS SHALL BE INSPECTED WITHIN 24 HOURS OF ALL RAIN EVENTS EXCEEDING 0.5 INCHES IMMEDIATELY REPAIR ANY DAMAGE OBSERVED DURING THE INSPECTION.

EROSION AND SEDIMENT CONTROL INSPECTIONS AND ENFORCEMENT ACTIONS MAY BE CONDUCTED BY WDNR, DSPS, VILLAGE OF SOMERS OR THEIR AUTHORIZED AGENTS DURING AND AFTER THE CONSTRUCTION OF THIS PROJECT. ADDITIONAL EROSION CONTROL MEASURES, AS REQUESTED BY STATE OR LOCAL INSPECTORS AND/OR THE ENGINEER OF RECORD, SHALL BE INSTALLED WITHIN 24 HOURS OF REQUEST.

ALL SEDIMENT AND EROSION CONTROL DEVICES, INCLUDING PERIMETER EROSION CONTROL MEASURES SUCH AS CONSTRUCTION ENTRANCES, SILT FENCE AND EXISTING INLET PROTECTION SHALL BE INSTALLED PRIOR TO COMMENCING EARTH DISTURBING ACTIVITIES. THE CONTRACTOR SHALL MAINTAIN ALL EROSION CONTROL DEVICES UNTIL THE SITE HAS ESTABLISHED A VEGETATIVE COVER AND IS STABILIZED.

INSTALL SILT FENCE PER SECTION 628 OF THE "STATE SPECIFICATIONS" AND WDNR TECHNICAL STANDARD 1056 AT THE LOCATIONS SHOWN ON THE PLAN. ERECT SILT FENCE PRIOR TO STARTING A CONSTRUCTION OPERATION THAT MIGHT CAUSE SEDIMENTATION OR SILTATION AT THE SITE OF THE PROPOSED SILT FENCE. CONTRACTOR SHALL INSTALL SILT FENCING AT DOWNSLOPE SIDE OF STOCKPILES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLATION, MAINTENANCE AND REMOVAL OF ALL REQUIRED SILT FENCE MATERIAL.

THE CONTRACTOR IS RESPONSIBLE FOR CONTROLLING WIND EROSION (DUST) DURING CONSTRUCTION AT HIS/HER EXPENSE (WHEN NECESSARY OR AS REQUIRED BY LOCAL INSPECTORS AND/OR ENGINEER OF RECORD).

CONSTRUCTION ENTRANCES SHALL BE INSTALLED AT ALL LOCATIONS OF VEHICLE INGRESS/EGRESS POINTS. CONTRACTOR IS RESPONSIBLE TO COORDINATE LOCATION(S) WITH THE PROPER AUTHORITIES. PROVIDE NECESSARY FEES AND OBTAIN ALL REQUIRED APPROVALS OR PERMITS. ADDITIONAL CONSTRUCTION ENTRANCES, OTHER THAN SHOWN ON THE PLANS, MUST HAVE PRIOR APPROVAL BY THE VILLAGE OF SOMERS.

DITCH CHECKS AND APPLICABLE EROSION NETTING/MATTING SHALL BE INSTALLED IMMEDIATELY AFTER COMPLETION OF GRADING EFFORTS WITHIN DITCHES/SWALES TO PREVENT SOIL TRANSPORTATION.

ALL EXPOSED SOIL AREAS THAT WILL NOT BE BROUGHT TO FINAL GRADE OR ON WHICH LAND DISTURBING ACTIVITIES WILL NOT BE PERFORMED FOR A PERIOD GREATER THAN 7 DAYS AND REQUIRE VEGETATIVE COVER FOR LESS THAN 1 YEAR, REQUIRE TEMPORARY SEEDING FOR EROSION CONTROL. SEEDING FOR EROSION CONTROL SHALL BE IN ACCORDANCE WITH WDNR TECHNICAL STANDARD 1059 AND VILLAGE OF SOMERS ORDINANCE.

EXCESS SOILS ARE TO BE HAULED OFF SITE OR ENCLOSED WITH AN APPROVED SEDIMENT CONTROL DEVICE WITHIN 24 HOURS.

SOIL PILES LEFT UNDISTURBED FOR 7 OR MORE DAYS WILL NEED TO BE STABILIZED BY AN APPROVED METHOD. ALL DISTURBED AREAS NOT COVERED BY PERMANENT STRUCTURES OR PAVEMENT SHALL BE FINISHED GRADED WITH 3'-6" TOPSOIL, SEEDED AND STABILIZED WITHIN 7 DAYS OF REACHING FINAL GRADE. IF DISTURBANCE OCCURS AFTER NOVEMBER 15TH AND BEFORE MAY 15TH, TYPE A SOIL STABILIZER SHALL BE USED.

ALL DISTURBED AREAS SHALL BE STABILIZED WITH CLASS I, TYPE A EROSION MATTING. EROSION MATTING AND/OR NETTING USED ON-SITE SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S GUIDELINES AND WDNR TECHNICAL STANDARDS 1052.

PAVED SURFACES ADJACENT TO CONSTRUCTION SITE VEHICLE ACCESS SHALL BE SWEEP AND/OR SCRAPPED TO REMOVE ACCUMULATED SOIL, DIRT AND/OR DUST AT THE END OF EACH WORK DAY AND AS REQUESTED BY THE VILLAGE OF SOMERS.

EROSION CONTROL MEASURES SHALL BE REMOVED ONLY AFTER SITE CONSTRUCTION IS COMPLETE WITH ALL SOIL SURFACES HAVING AN ESTABLISHED VEGETATIVE COVER.

**PAVEMENT SPECIFICATIONS**

DENSE AGGREGATE BASE COURSE SHALL MEET THE REQUIREMENTS OF SECTION 305 OF THE "STATE SPECIFICATIONS". THE COMPLETED BASE SHALL BE IN ACCORDANCE WITH THE "TYPICAL SECTIONS & CONSTRUCTION DETAILS" SHEET(S) OF THE PLAN SET AND SHALL BE CONSTRUCTED IN FOUR-INCH (4") LIFTS AND COMPACTED ACCORDING TO SUBSECTION 305.3.2.2 OF THE "STATE SPECIFICATIONS". DENSE AGGREGATE BASE COURSE SHALL EXTEND A MINIMUM OF TWELVE-INCHES (12") BEYOND THE EDGE OF PAVEMENT OR BACK OF CURB.

ASPHALTIC CONCRETE PAVEMENT SHALL BE WISDOT LT 58-28 S MEETING THE REQUIREMENTS OF SECTION 460 OF THE "STATE SPECIFICATIONS". PAVEMENT SHALL BE INSTALLED IN TWO (2) LIFTS IN ACCORDANCE WITH THE "TYPICAL SECTIONS & CONSTRUCTION DETAILS" SHEET(S) OF THE PLAN SET. A TACK COAT SHALL BE INSTALLED BETWEEN THE LOWER AND UPPER COURSES IN ACCORDANCE WITH SECTION 455.3.2 OF THE "STATE SPECIFICATIONS".

CONCRETE FOR PAVEMENT(S), SIDEWALKS, CURB & GUTTER AND DRIVEWAY APRONS SHALL BE GRADE A-FA, AIR-ENTRAINED, AS SPECIFIED IN SUBSECTION 501.3.1 OF THE "STATE SPECIFICATIONS". ALL EXTERIOR CONCRETE SHALL BE "READY-MIXED" AND RECEIVE A BROOM FINISH. ALL CONCRETE WORK SHALL BE CURED IN ACCORDANCE WITH THE REQUIREMENTS OF SUBSECTION 415.2.4 OF THE "STATE SPECIFICATIONS".

CONTRACTION JOINTS SHALL BE AT TEN-FOOT (10') INTERVALS FOR CURB AND GUTTER AND MATCH THE WIDTH FOR CONCRETE SIDEWALKS.

EXPANSION JOINTS SHALL BE PLACED AS OUTLINED IN SUBSECTION 601.3.6 OF THE "STATE SPECIFICATIONS". FILLER MATERIAL FOR EXPANSION JOINTS SHALL BE 1/2" FIBER MATERIAL.

**PAVEMENT MARKING NOTES**

CONTRACTOR SHALL VERIFY PAVEMENT MARKING COLOR WITH OWNER PRIOR TO CONSTRUCTION.

PROVIDE CONTRACTOR GRADE ACRYLIC PAINT FOR NEW ASPHALT OR COATED ASPHALT. ALL MARKING SHALL BE APPLIED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.

THOROUGHLY CLEAN SURFACES FREE OF DIRT, SAND, GRAVEL, OIL AND OTHER FOREIGN MATTER. CONTRACTOR RESPONSIBLE FOR INSPECTING PAVEMENT SURFACE FOR CONDITIONS AND DEFECTS THAT WILL ADVERSELY AFFECT QUALITY OF WORK.

DO NOT PLACE MARKING OVER UNSOUND PAVEMENTS. IF THESE AREAS EXIST, NOTIFY OWNER. STARTING INSTALLATION CONSTITUTES CONTRACTOR'S ACCEPTANCE OF SURFACE AS SUITABLE FOR INSTALLATION.

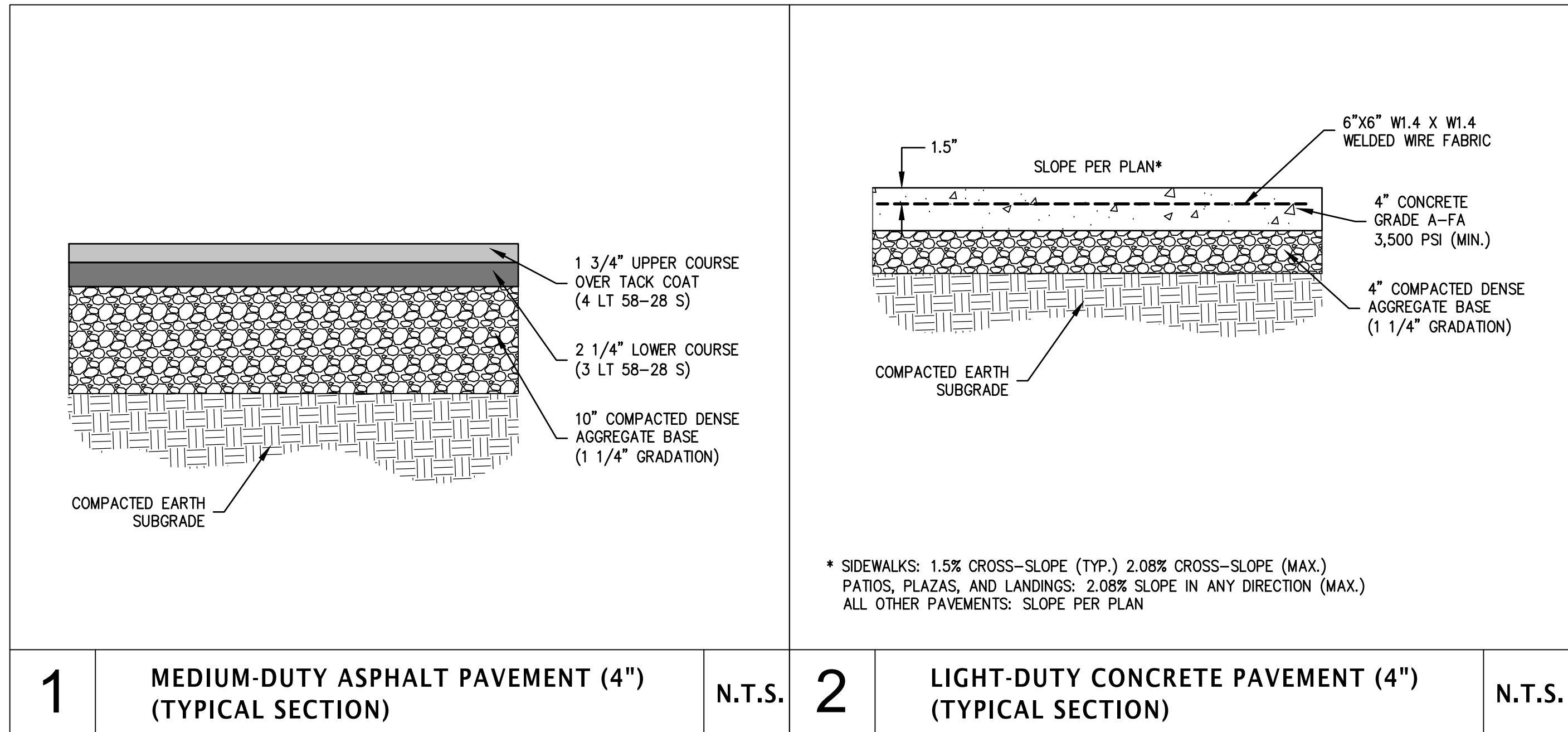
LAYOUT MARKINGS USING GUIDE LINES, TEMPLATES AND FORMS. STENCILS AND TEMPLATES SHALL BE PROFESSIONALLY MADE TO INDUSTRY STANDARDS. "FREE HAND" PAINTING OF ARROWS, SYMBOLS, OR WORDING SHALL NOT BE ALLOWED. APPLY STRIPES STRAIGHT AND EVEN.

PROTECT ADJACENT CURBS, WALKS, FENCES, AND OTHER ITEMS FROM OVERSPRAY PAINT.

APPLY MARKING PAINT AS A RATE OF ONE (1) GALLON PER THREE TO FOUR HUNDRED (300-400) LINEAL FEET OF FOUR (4) INCH WIDE STRIPES (OR TO MANUFACTURER'S SPECIFICATIONS).

BARRICADE MARKED AREAS DURING INSTALLATION AND UNTIL THE MARKING PAINT IS DRIED AND READY FOR TRAFFIC.

ALL HANDICAPPED ACCESSIBLE PARKING SHALL BE LOCATED PER 2009 IBC 1106.6.



\* SIDEWALKS: 1.5% CROSS-SLOPE (TYP.) 2.08% CROSS-SLOPE (MAX.)  
 PATIOS, PLAZAS, AND LANDINGS: 2.08% SLOPE IN ANY DIRECTION (MAX.)  
 ALL OTHER PAVEMENTS: SLOPE PER PLAN

<b>1</b>	<b>MEDIUM-DUTY ASPHALT PAVEMENT (4") (TYPICAL SECTION)</b>	<b>N.T.S.</b>	<b>2</b>	<b>LIGHT-DUTY CONCRETE PAVEMENT (4") (TYPICAL SECTION)</b>	<b>N.T.S.</b>
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**Nielsen Madsen + Barber**  
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**SHORELAND RIDGE TOWNHOMES**  
PROJECT SPECIFICATIONS

FOR  
**DAC GENERAL CONTRACTING, LLC**  
 VILLAGE OF SOMERS, COUNTY OF KENOSHA, STATE OF WISCONSIN

NO.	REVISION	BY	DATE

PROJ. MGR: \_\_\_\_\_ MDE  
 DRAFTED: \_\_\_\_\_ JWV  
 DATE: 3-10-2026  
 CHECKED: \_\_\_\_\_ MDE  
 DATE: 3-10-2026

2023.0178.01

SHEET  
**C-5**

**ISSUE FOR REVIEW: 3-10-2026**

# Shoreland Ridge Townhomes

## Parking Lot Lighting Plan

Completed on: 04/27/2026



The Picklr - Cordova, CA



Liberty Energy - Williston, ND



Baseball & Softball Fields - Gainesville, FL



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Product Specialist

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[www.ledlightingsupply.com](http://www.ledlightingsupply.com)

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## **Purpose & Limitations**

This Lighting Plan Analysis ("Lighting Design") provided by DRK Enterprises LLC / LED Lighting Supply ("DRK") represents predicted lighting system performance based on information supplied by others. This document is advisory and for informational purposes only, not for construction or as part of construction documentation.

## **Accuracy & Verification**




Design parameters and information provided by others have not been field verified by DRK. Actual measured results may vary from field conditions. DRK recommends field verification of parameters to reduce variation.

## **Warranties & Compliance**

DRK provides no warranties, implied or stated, regarding actual measured light levels compared to those illustrated. DRK makes no representations regarding regulatory code compliance except for those specifically stated on DRK-created drawings. This lighting plan represents photometric output of only the fixtures specified within this plan. Replacing fixtures in this lighting design with other fixtures voids the results provided within the lighting plan.

# Equipment List

## Equipment List

Symbol	Qty	Fixture Sku	Light Loss Factor	Lumens	Mounting Height
	1	2080-MLLG-LN-LED-WPS-12-50-PC-EMB	1.000	434	10
	7	2282-LLS-WD-AWPFC-12182430-CC	0.400	3783	10, 15
	9	2285-LLS-WD-AWPFC-70-CC-PC	0.400	10751	15, 20

All fixtures assigned red are set to 12w  
 All fixtures assigned blue are set to 28w

## Calculation Summary

Label	Units	Avg	Max	Min	Avg/Min	Max/Min
Lot_Planar	Fc	1.14	6.9	0.0	N.A.	N.A.
Zoned Parking	Fc	2.37	6.9	0.2	11.85	34.50

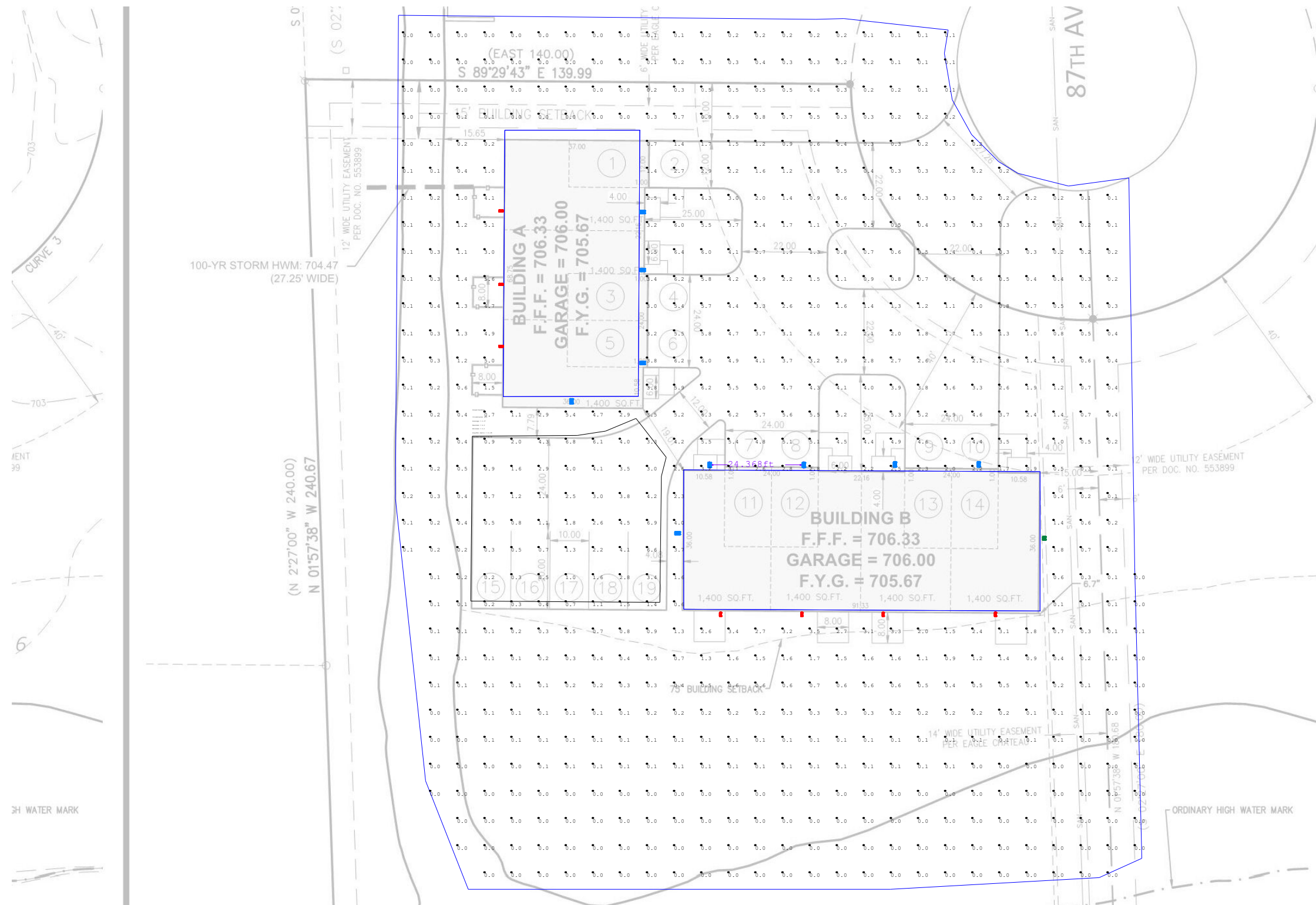


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# Lighting Layout



## Equipment List

Symbol	Qty	Label
	1	2080-MLLG-LN-LED-WPS-12-50-PC-EMB
	7	2282-LLS-WD-AWPFC-12182430-CC
	9	2285-LLS-WD-AWPFC-70-CC-PC

## Calculation Summary

Label	Units	Avg	Avg/Min	Max/Min
Lot_Planar	Fc	1.14	N.A.	N.A.
Zoned Parking	Fc	2.37	11.85	34.50

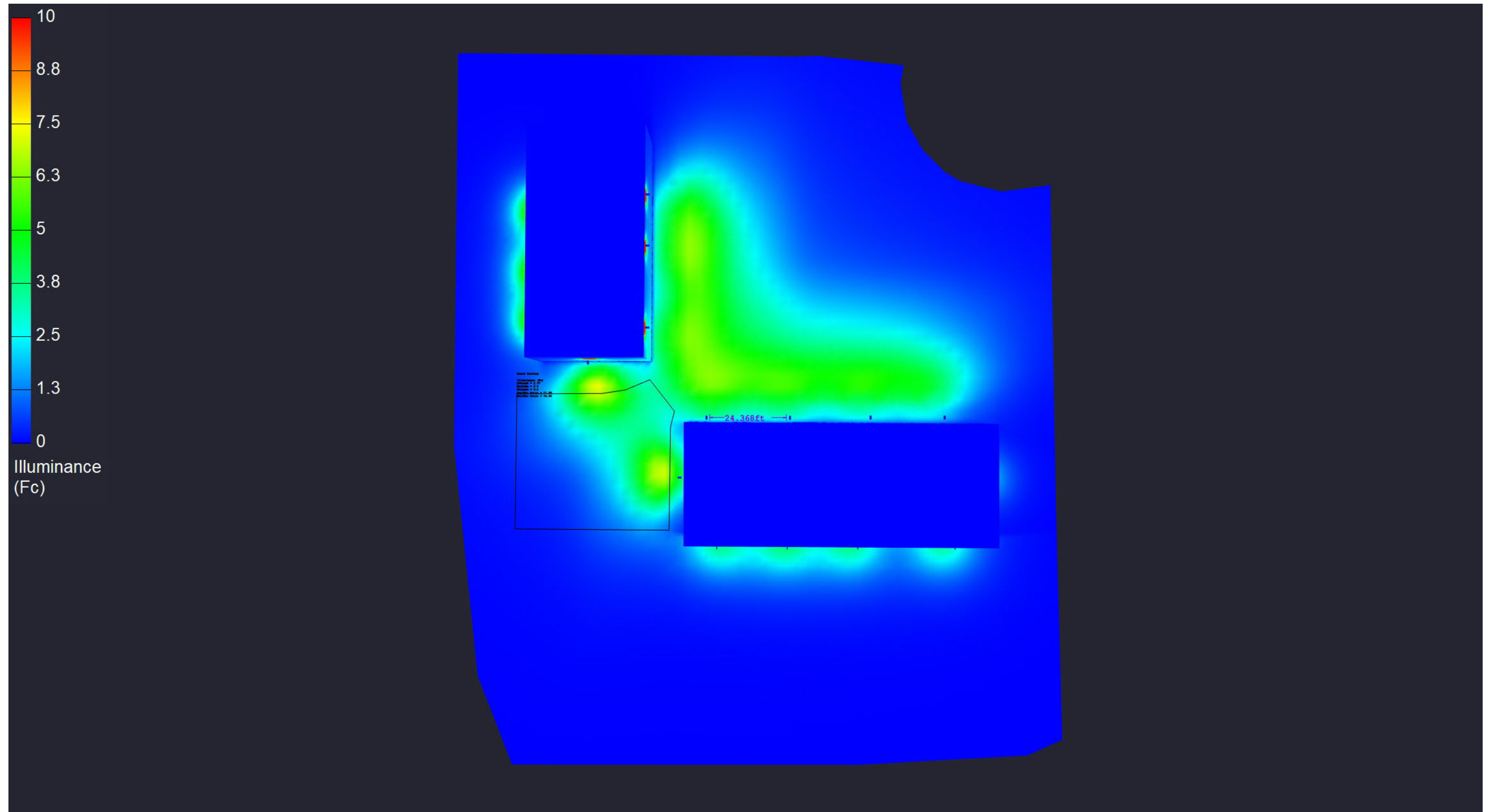


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# Lighting Layout Colored Heat Map



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# Fixture Location Summary

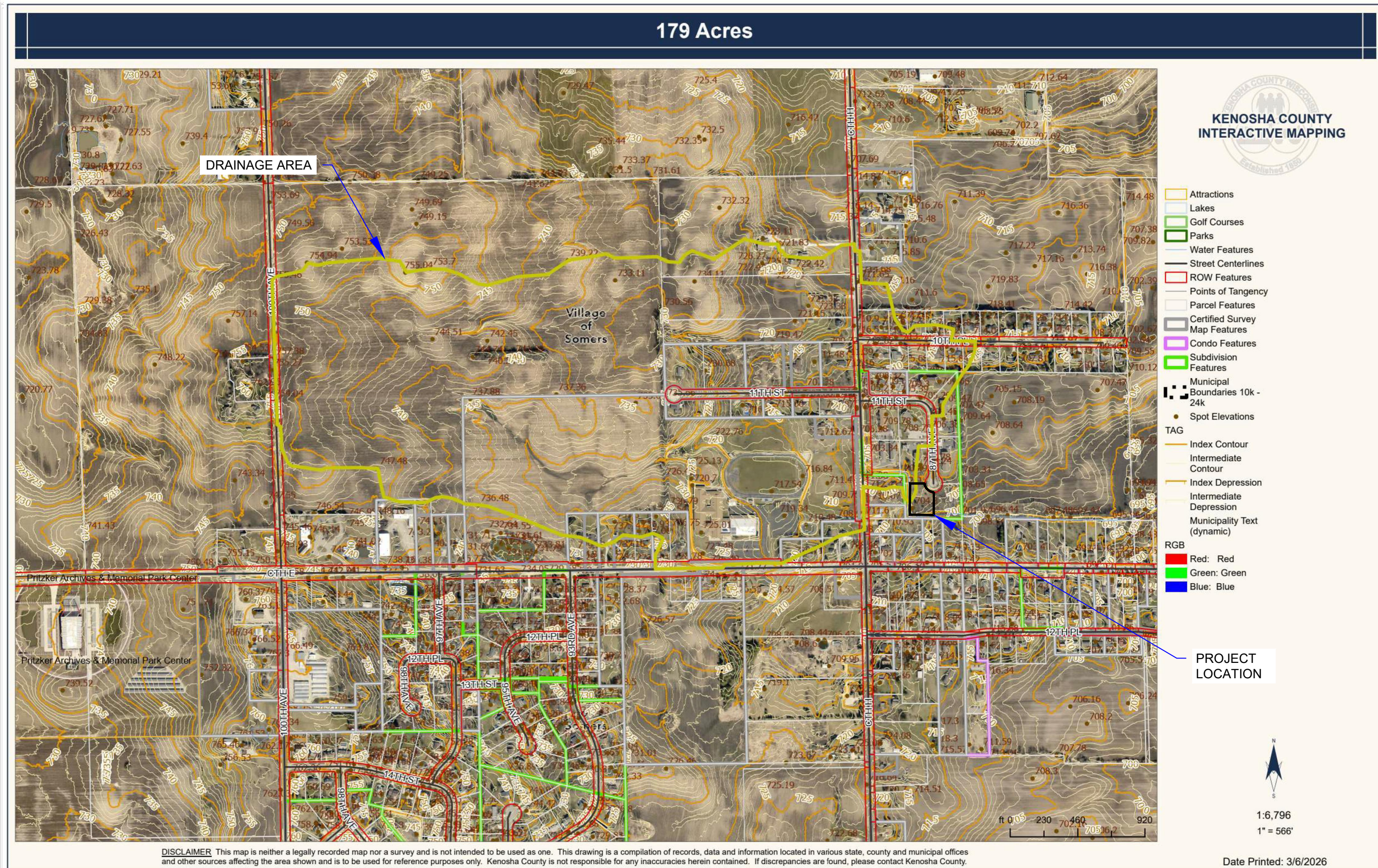
Light Fixture	Fixture SKU	Mounting Height	Light Fixture Tilt
1	2080-MLLG-LN-LED-WPS-12-50-PC-EMB	10	0
2	2282-LLS-WD-AWPFC-12182430-CC	10	0
3	2282-LLS-WD-AWPFC-12182430-CC	10	0
4	2282-LLS-WD-AWPFC-12182430-CC	10	0
5	2282-LLS-WD-AWPFC-12182430-CC	15	0
6	2282-LLS-WD-AWPFC-12182430-CC	15	0
7	2282-LLS-WD-AWPFC-12182430-CC	15	0
8	2282-LLS-WD-AWPFC-12182430-CC	15	0
9	2285-LLS-WD-AWPFC-70-CC-PC	20	0
10	2285-LLS-WD-AWPFC-70-CC-PC	20	0
11	2285-LLS-WD-AWPFC-70-CC-PC	20	0
12	2285-LLS-WD-AWPFC-70-CC-PC	15	0
13	2285-LLS-WD-AWPFC-70-CC-PC	15	0
14	2285-LLS-WD-AWPFC-70-CC-PC	20	0
15	2285-LLS-WD-AWPFC-70-CC-PC	20	0
16	2285-LLS-WD-AWPFC-70-CC-PC	20	0
17	2285-LLS-WD-AWPFC-70-CC-PC	20	0



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**2023.0178.01 - Swale Capacity - North Cross Section** MSE 24-hr 3 100-year Rainfall=5.95"  
 Prepared by Nielsen Madsen & Barber Printed 4/10/2026  
 HydroCAD® 10.20-Sc. s/n 10479 © 2023 HydroCAD Software Solutions LLC Page 6

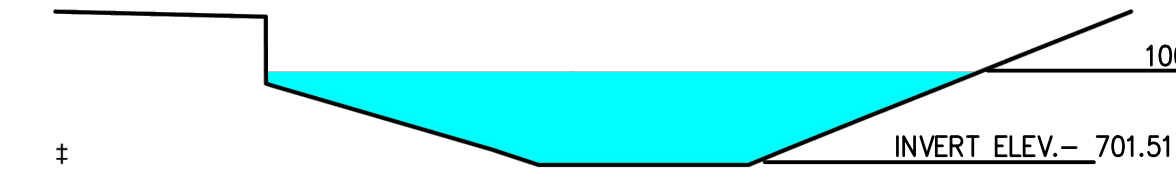
**Summary for Reach 4R: North Swale Cross Section**

Inflow Area = 179,000 ac. 0.00% Impervious, Inflow Depth = 3.53" for 100-year event  
 Inflow = 277.50 cfs @ 13.23 hrs, Volume = 52,727 af  
 Outflow = 277.23 cfs @ 13.24 hrs, Volume = 52,727 af, Atten = 0%, Lag = 0.7 min

Routing by Stor-Ind+Trans method, Time Span = 0.00-48.00 hrs, dt = 0.05 hrs  
 Max. Velocity = 5.24 fps, Min. Travel Time = 0.6 min  
 Avg. Velocity = 1.99 fps, Avg. Travel Time = 1.7 min

Peak Storage = 10,791 cf @ 13.23 hrs  
 Average Depth at Peak Storage = 2.92', Surface Width = 27.13'  
 Bank-Full Depth = 4.82' Flow Area = 110.5 sf, Capacity = 704.62 cfs

Custom cross-section, Length = 204.0' Slope = 0.0066 1' (105 Elevation Intervals)  
 Constant n = 0.035  
 Inlet Invert = 701.56', Outlet Invert = 700.21'



Offset (feet)	Elevation (feet)	Chan. Depth (feet)
-18.34	4.82	0.00
-10.36	4.66	0.16
-10.35	2.56	2.28
-10.07	2.49	2.33
-5.94	1.49	3.33
-1.80	0.49	4.33
0.00	0.00	4.82
8.00	0.00	4.82
9.45	0.49	4.33
12.43	1.49	3.33
15.47	2.49	2.33
18.50	3.49	1.33
22.54	4.82	0.00

Depth (feet)	End Area (sq-ft)	Perim. (feet)	Width (feet)	Storage (cubic-feet)	Discharge (cfs)
0.00	0.0	8.0	0.0	0	0.00
0.49	4.7	11.4	11.3	962	9.05
1.49	19.5	18.8	18.4	3,983	69.18
2.49	41.5	26.2	25.5	8,462	194.38
2.56	43.3	28.8	28.0	8,830	206.01
3.49	68.8	30.7	28.9	14,037	407.40
4.86	104.7	35.6	32.4	21,349	742.15
4.82	110.5	44.1	40.9	22,545	704.62

**2023.0178.01 - Swale Capacity - South Cross Section** MSE 24-hr 3 100-year Rainfall=5.95"  
 Prepared by Nielsen Madsen & Barber Printed 3/10/2026  
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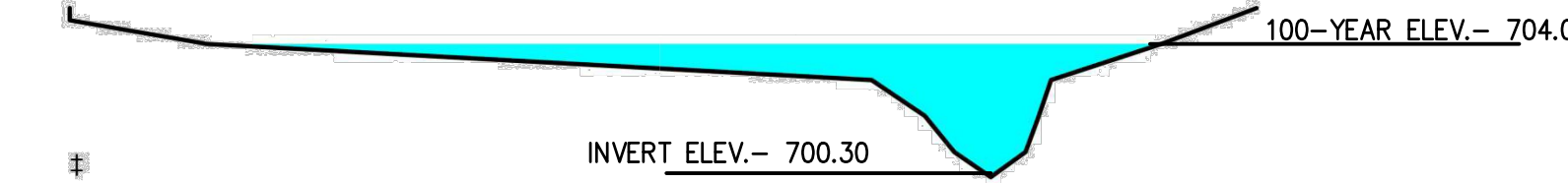
**Summary for Reach 2R: South Swale Cross Section**

Inflow Area = 179,000 ac. 0.00% Impervious, Inflow Depth = 3.53" for 100-year event  
 Inflow = 277.50 cfs @ 13.23 hrs, Volume = 52,727 af  
 Outflow = 277.15 cfs @ 13.25 hrs, Volume = 52,727 af, Atten = 0%, Lag = 1.0 min

Routing by Stor-Ind+Trans method, Time Span = 0.00-48.00 hrs, dt = 0.05 hrs  
 Max. Velocity = 4.32 fps, Min. Travel Time = 0.8 min  
 Avg. Velocity = 1.99 fps, Avg. Travel Time = 1.7 min

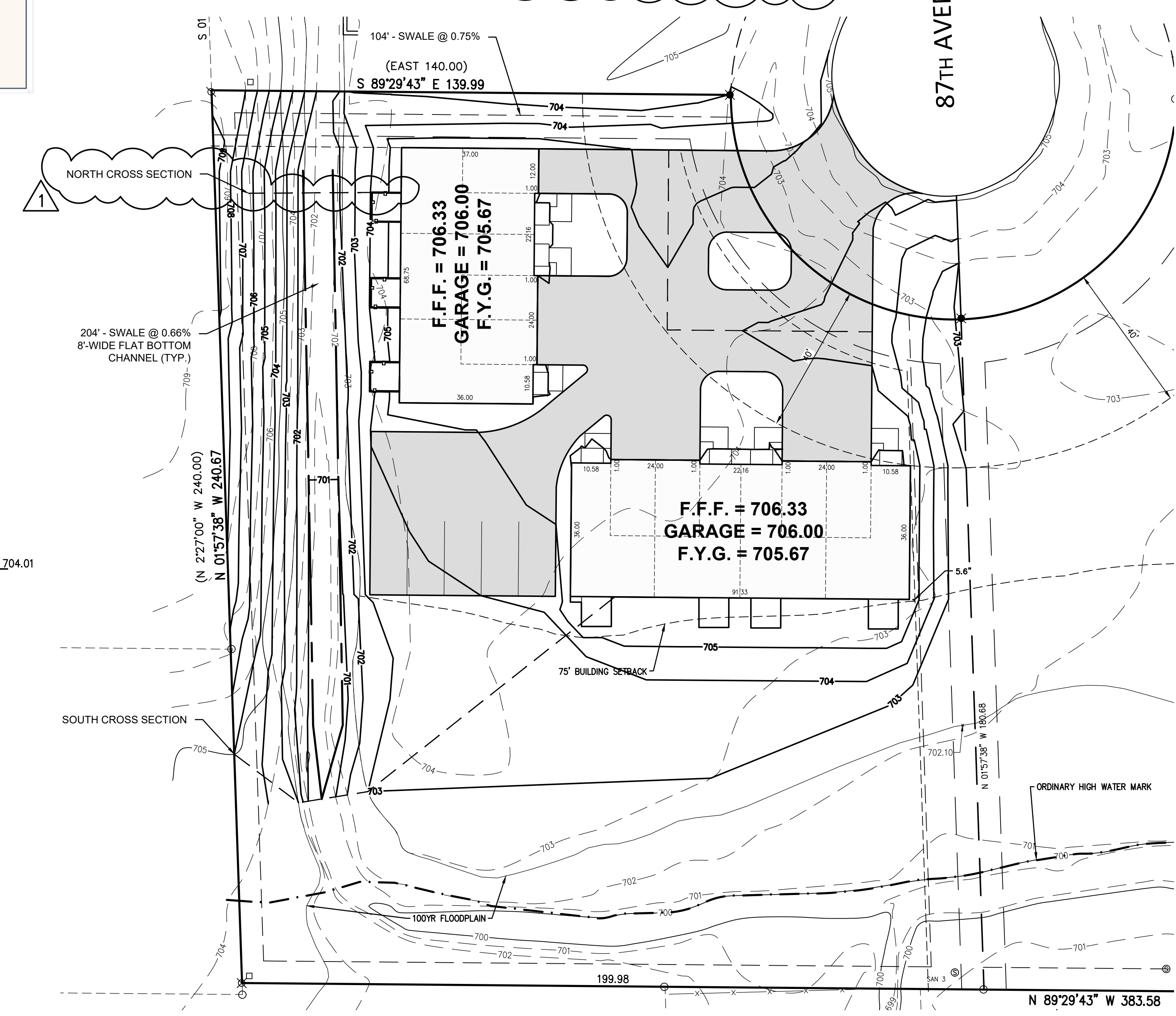
Peak Storage = 18,037 cf @ 13.24 hrs  
 Average Depth at Peak Storage = 3.71', Surface Width = 101.07'  
 Bank-Full Depth = 4.70' Flow Area = 203.4 sf, Capacity = 962.05 cfs

Custom cross-section, Length = 204.0' Slope = 0.0066 1' (104 Elevation Intervals)  
 Constant n = 0.035  
 Inlet Invert = 701.56', Outlet Invert = 700.21'



Offset (feet)	Elevation (feet)	Chan. Depth (feet)
-97.34	4.70	0.00
-97.33	4.36	0.34
-82.88	3.70	1.00
-12.58	2.70	2.00
-6.96	1.70	3.00
-3.86	0.70	4.00
0.00	0.00	4.70
3.67	0.70	4.00
5.07	1.70	3.00
6.34	2.70	2.00
17.99	3.70	1.00
28.03	4.70	0.00

Depth (feet)	End Area (sq-ft)	Perim. (feet)	Width (feet)	Storage (cubic-feet)	Discharge (cfs)
0.00	0.0	0.0	0.0	0	0.00
0.70	2.6	7.7	7.5	538	4.48
1.70	12.4	12.6	12.0	2,533	42.38
2.70	27.9	20.0	18.9	5,690	120.99
3.70	87.8	102.0	100.9	17,908	274.40
4.36	161.3	123.1	121.9	32,908	667.25
4.70	203.4	126.9	125.4	41,485	962.05



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

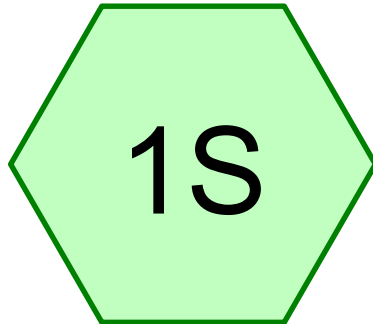
**SHORELAND RIDGE TOWNHOMES**  
 SWALE & DRAINAGE PLAN  
 FOR  
 DAC GENERAL CONTRACTING, LLC  
 VILLAGE OF SOMERS, COUNTY OF KENOSHA, STATE OF WISCONSIN

NO.	REVISION	DATE
1	PER VILLAGE COMMENTS	4-17-26

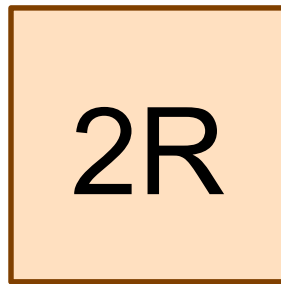
PROJ. MGR: MDE  
 DRAFTED: IPL  
 DATE: 4-6-2026  
 CHECKED: MDE  
 DATE: 4-6-2026

2023.0178.01  
 SHEET  
**STM 1**

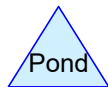
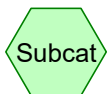
**ISSUE FOR REVIEW: 4-6-2026**



Drainage Area



# South Swale Cross Section



Routing Diagram for 2023.0178.01 - Swale Capacity - South Cross Section

Prepared by Nielsen Madsen & Barber, Printed 3/10/2026  
HydroCAD® 10.20-5c s/n 10479 © 2023 HydroCAD Software Solutions LLC

**2023.0178.01 - Swale Capacity - South Cross Section**

Prepared by Nielsen Madsen & Barber

Printed 3/10/2026

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Page 2

**Rainfall Events Listing (selected events)**

Event#	Event Name	Storm Type	Curve	Mode	Duration (hours)	B/B	Depth (inches)	AMC
1	100-year	MSE 24-hr	3	Default	24.00	1	5.95	2

## 2023.0178.01 - Swale Capacity - South Cross Section

Prepared by Nielsen Madsen & Barber

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Printed 3/10/2026

Page 3

### Area Listing (all nodes)

Area (acres)	CN	Description (subcatchment-numbers)
179.000	78	Cropland (1S)
<b>179.000</b>	<b>78</b>	<b>TOTAL AREA</b>

Time span=0.00-48.00 hrs, dt=0.05 hrs, 961 points  
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN  
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

**Subcatchment 1S: Drainage Area** Runoff Area=179.000 ac 0.00% Impervious Runoff Depth=3.53"  
Flow Length=5,450' Tc=89.8 min CN=78 Runoff=277.50 cfs 52.727 af

**Reach 2R: South Swale Cross** Avg. Flow Depth=3.71' Max Vel=4.32 fps Inflow=277.50 cfs 52.727 af  
n=0.035 L=204.0' S=0.0066 '/ Capacity=962.05 cfs Outflow=277.15 cfs 52.727 af

**Total Runoff Area = 179.000 ac Runoff Volume = 52.727 af Average Runoff Depth = 3.53"**  
**100.00% Pervious = 179.000 ac 0.00% Impervious = 0.000 ac**

**Summary for Subcatchment 1S: Drainage Area**

Runoff = 277.50 cfs @ 13.23 hrs, Volume= 52.727 af, Depth= 3.53"  
 Routed to Reach 2R : South Swale Cross Section

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.05 hrs  
 MSE 24-hr 3 100-year Rainfall=5.95"

Area (ac)	CN	Description
* 179.000	78	Cropland
179.000		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
33.6	300	0.0130	0.15		<b>Sheet Flow,</b> Cultivated: Residue>20% n= 0.170 P2= 2.72"
56.2	5,150	0.0090	1.53		<b>Shallow Concentrated Flow,</b> Unpaved Kv= 16.1 fps
89.8	5,450	Total			

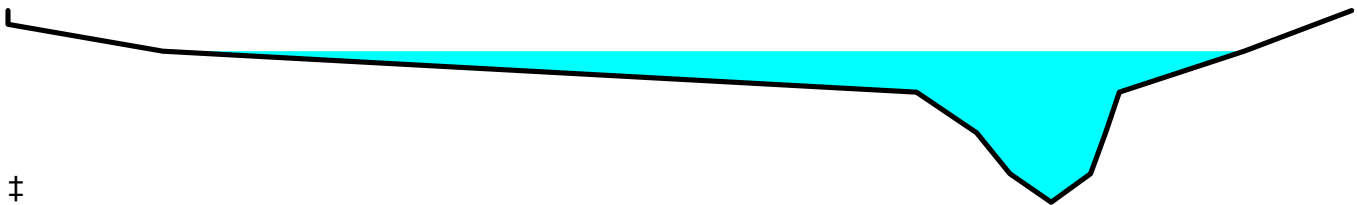
**Summary for Reach 2R: South Swale Cross Section**

Inflow Area = 179.000 ac, 0.00% Impervious, Inflow Depth = 3.53" for 100-year event  
 Inflow = 277.50 cfs @ 13.23 hrs, Volume= 52.727 af  
 Outflow = 277.15 cfs @ 13.25 hrs, Volume= 52.727 af, Atten= 0%, Lag= 1.0 min

Routing by Stor-Ind+Trans method, Time Span= 0.00-48.00 hrs, dt= 0.05 hrs  
 Max. Velocity= 4.32 fps, Min. Travel Time= 0.8 min  
 Avg. Velocity = 1.99 fps, Avg. Travel Time= 1.7 min

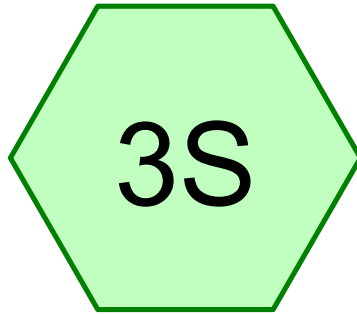
Peak Storage= 18,037 cf @ 13.24 hrs  
 Average Depth at Peak Storage= 3.71' , Surface Width= 101.07'  
 Bank-Full Depth= 4.70' Flow Area= 203.4 sf, Capacity= 962.05 cfs

Custom cross-section, Length= 204.0' Slope= 0.0066 '/' (104 Elevation Intervals)  
 Constant n= 0.035  
 Inlet Invert= 701.56', Outlet Invert= 700.21'

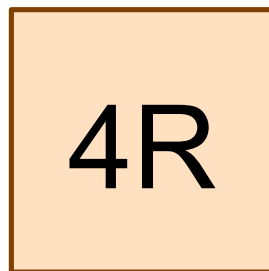


Offset (feet)	Elevation (feet)	Chan.Depth (feet)
-97.34	4.70	0.00
-97.33	4.36	0.34
-82.88	3.70	1.00
-12.58	2.70	2.00
-6.96	1.70	3.00
-3.86	0.70	4.00
0.00	0.00	4.70
3.67	0.70	4.00
5.07	1.70	3.00
6.34	2.70	2.00
17.99	3.70	1.00
28.03	4.70	0.00

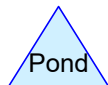
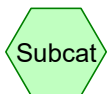
Depth (feet)	End Area (sq-ft)	Perim. (feet)	Width (feet)	Storage (cubic-feet)	Discharge (cfs)
0.00	0.0	0.0	0.0	0	0.00
0.70	2.6	7.7	7.5	538	4.48
1.70	12.4	12.6	12.0	2,533	42.38
2.70	27.9	20.0	18.9	5,690	120.39
3.70	87.8	102.0	100.9	17,908	274.40
4.36	161.3	123.1	121.9	32,908	667.25
4.70	203.4	126.9	125.4	41,485	962.05



Drainage Area



# North Swale Cross Section



Routing Diagram for 2023.0178.01 - Swale Capacity - North Cross Section

Prepared by Nielsen Madsen & Barber, Printed 4/10/2026  
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**2023.0178.01 - Swale Capacity - North Cross Section**

Prepared by Nielsen Madsen & Barber

Printed 4/10/2026

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Page 2

**Rainfall Events Listing (selected events)**

Event#	Event Name	Storm Type	Curve	Mode	Duration (hours)	B/B	Depth (inches)	AMC
1	100-year	MSE 24-hr	3	Default	24.00	1	5.95	2

## 2023.0178.01 - Swale Capacity - North Cross Section

Prepared by Nielsen Madsen & Barber

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Printed 4/10/2026

Page 3

### Area Listing (selected nodes)

Area (acres)	CN	Description (subcatchment-numbers)
179.000	78	Cropland (3S)
<b>179.000</b>	<b>78</b>	<b>TOTAL AREA</b>

Time span=0.00-48.00 hrs, dt=0.05 hrs, 961 points  
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN  
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

**Subcatchment 3S: Drainage Area** Runoff Area=179.000 ac 0.00% Impervious Runoff Depth=3.53"  
Flow Length=5,450' Tc=89.8 min CN=78 Runoff=277.50 cfs 52.727 af

**Reach 4R: North Swale Cross** Avg. Flow Depth=2.92' Max Vel=5.24 fps Inflow=277.50 cfs 52.727 af  
n=0.035 L=204.0' S=0.0066 '/' Capacity=704.62 cfs Outflow=277.23 cfs 52.727 af

**Total Runoff Area = 179.000 ac Runoff Volume = 52.727 af Average Runoff Depth = 3.53"**  
**100.00% Pervious = 179.000 ac 0.00% Impervious = 0.000 ac**

**Summary for Subcatchment 3S: Drainage Area**

Runoff = 277.50 cfs @ 13.23 hrs, Volume= 52.727 af, Depth= 3.53"  
 Routed to Reach 4R : North Swale Cross Section

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.05 hrs  
 MSE 24-hr 3 100-year Rainfall=5.95"

Area (ac)	CN	Description
* 179.000	78	Cropland
179.000		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
33.6	300	0.0130	0.15		<b>Sheet Flow,</b> Cultivated: Residue>20% n= 0.170 P2= 2.72"
56.2	5,150	0.0090	1.53		<b>Shallow Concentrated Flow,</b> Unpaved Kv= 16.1 fps
89.8	5,450	Total			

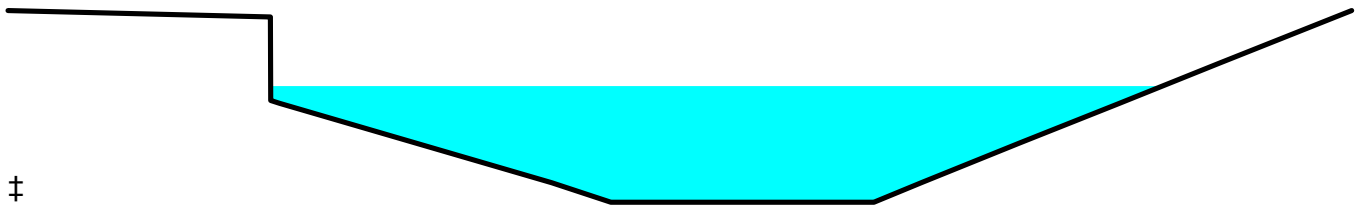
**Summary for Reach 4R: North Swale Cross Section**

Inflow Area = 179.000 ac, 0.00% Impervious, Inflow Depth = 3.53" for 100-year event  
 Inflow = 277.50 cfs @ 13.23 hrs, Volume= 52.727 af  
 Outflow = 277.23 cfs @ 13.24 hrs, Volume= 52.727 af, Atten= 0%, Lag= 0.7 min

Routing by Stor-Ind+Trans method, Time Span= 0.00-48.00 hrs, dt= 0.05 hrs  
 Max. Velocity= 5.24 fps, Min. Travel Time= 0.6 min  
 Avg. Velocity = 1.99 fps, Avg. Travel Time= 1.7 min

Peak Storage= 10,791 cf @ 13.23 hrs  
 Average Depth at Peak Storage= 2.92' , Surface Width= 27.13'  
 Bank-Full Depth= 4.82' Flow Area= 110.5 sf, Capacity= 704.62 cfs

Custom cross-section, Length= 204.0' Slope= 0.0066 '/' (105 Elevation Intervals)  
 Constant n= 0.035  
 Inlet Invert= 701.56', Outlet Invert= 700.21'



‡

Offset (feet)	Elevation (feet)	Chan.Depth (feet)
-18.34	4.82	0.00
-10.36	4.66	0.16
-10.35	2.56	2.26
-10.07	2.49	2.33
-5.94	1.49	3.33
-1.80	0.49	4.33
0.00	0.00	4.82
8.00	0.00	4.82
9.45	0.49	4.33
12.43	1.49	3.33
15.47	2.49	2.33
18.50	3.49	1.33
22.54	4.82	0.00

Depth (feet)	End Area (sq-ft)	Perim. (feet)	Width (feet)	Storage (cubic-feet)	Discharge (cfs)
0.00	0.0	8.0	0.0	0	0.00
0.49	4.7	11.4	11.3	962	9.05
1.49	19.5	18.8	18.4	3,983	69.18
2.49	41.5	26.2	25.5	8,462	194.38
2.56	43.3	26.8	26.0	8,830	206.01
3.49	68.8	30.7	28.9	14,037	407.40
4.66	104.7	35.6	32.4	21,349	742.15
4.82	110.5	44.1	40.9	22,545	704.62



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

---

**WORK SESSION:** May 5, 2026

**TO:** Village President Stoner and Board of Trustees

**PREPARED BY:** Jim Hurley, Village Administrator

**REVIEWED BY:** Ben Andersen, Fire Chief

**AGENDA ITEM:** #11 Review and discuss funding options for FEMA Staffing for Adequate Fire and Emergency Response (SAFER) Grant

---

**BACKGROUND:**

This past fall, the Village was awarded the FEMA Staffing for Adequate Fire and Emergency Response (SAFER) Grant for 8 new Firefighter / Paramedic positions. The Village Board unanimously authorized acceptance of the grant.

On April 7<sup>th</sup> 2026, Village of Somers Voters were asked to vote on a Levy Limit Referendum that would have allowed the Village to increase their levy by \$1.3 Million dollars to permanently fund the eight new positions. The voters denied the request by a count of 1,417 no votes (60.63%) to 920 yes votes (39.37%). 7 of 8 public safety referendums in Wisconsin failed this spring along with 4 in Lake County, Illinois.

The one referendum that passed was in the City of Wausau, WI, by 89 votes (of more than 8,600 total) at the end of a SAFER grant to retain staffing.

**UPDATE:**

Given the referendum was rejected, the Village Board re-opened discussion regarding the SAFER grant at the April 21 Work Session meeting.

**COMMENTS:**

At the direction of the Board, Chief Andersen reached out to FEMA to discuss whether the Village could accept the grant for half of the positions (4 total). We learned that the Village would have to reject the current grant and then reapply. The Village's application would be rejected because the Village needs all eight full-time positions to be in compliance with operational standards established by the NFPA (NFPA 1710 and/or NFPA 1720).

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

**WORK SESSION:** May 5, 2026

**TO:** Village President Stoner and Board of Trustees

**PREPARED BY:** Jim Hurley, Village Administrator

**AGENDA ITEM:** #12 7<sup>th</sup> Place Maintenance Request

**BACKGROUND:**

There are three homes to the north of 7<sup>th</sup> Place, and a park to the south under the ownership of the Wisconsin Department of Transportation (WisDOT). The driveway is approximately 30' wide. The Village has a sewer easement within the driveway. Per the Kenosha County interactive map, the northwest portion of the roadway is owned by the adjacent lot owner, and the rest is a private drive that includes an access easement for 7<sup>th</sup> Pl. property owners.



While WisDOT has not verified their property line, they are the owner of the southern half of the driveway. The park was acquired as part of a stormwater improvement project by WisDOT.

At a September 2025 Board meeting, a resident from 7<sup>th</sup> Place shared concerns regarding maintenance of the driveway. He said three private contractors declined to plow the drive due to the Village's manholes, and the possibility that the driveway is partially State-owned.

Following the meeting, I was contacted by the property owner and told unless the Village agrees to maintain the driveway at the Village's expense, then they will install No Trespassing signs. Furthermore, 7<sup>th</sup> Place residents are unwilling to contribute to upfront or maintenance costs for roadway improvements. The Village would be responsible for the costs as a condition of the private portion of 7<sup>th</sup> Pl. to become a Village driveway or road.

This item was discussed at the October 21, 2025 Work Session. President Stoner said there was a previous offer contingent on the owners granting the Village a wider easement. The Village was willing to pave the driveway and then assess the property owners, but the offer was declined. The Board did not direct the item for further discussion.

## SUMMARY

At last week's Work Session, the Village Board requested to discuss the request.

If the Village Board would like to reconsider taking responsibility for maintenance of 7<sup>th</sup> Place, then staff requests for the following:

- 1) The Board allows the Village's attorney to submit a proposal for legal expenses to review the matter, surveying, and the costs of coordinating with the State DOT and property owners to take ownership, or responsibility for maintenance of the driveway.
- 2) Consider the precedent of taking ownership or responsibility for maintenance of the driveway. While the requester may agree to a gravel driveway, current or future neighboring property owners may request 7<sup>th</sup> Place to be constructed and paved. If the Village becomes the owner, then the Village would become responsible for the costs.

Furthermore, there are other private gravel roads or driveways in the Village. If the Village agrees to maintain 7<sup>th</sup> Place, then the Board should consider how to handle maintenance requests from residents on other private roads or driveways.

## ATTACHMENTS

WisDOT 7<sup>th</sup> Place Roadway Plat  
Quit Claim Warranty Deed from WisDOT to Parcel 83-4-223-082-0155  
Warranty Deed to WisDOT for Overlook Park  
Survey of Parcel 83-4-223-082-0170 (264 7TH PL)



**QUIT CLAIM DEED – STATE GRANTOR**

Wisconsin Department of Transportation  
Exempt from fee s 77 25(2) Wis Stats  
RE1563 08/2017

**THIS DEED**, made by the **State of Wisconsin, Department of Transportation**, GRANTOR, quit claims to **Mitchell J. Engen and Nancy L. Engen** GRANTEE(s), for the sum of **Two Hundred Fifty and 00/100 Dollars (\$250.00)** pursuant to Section 84 09(5) Wisconsin Statutes, the property described below

LEGAL DESCRIPTION IS ATTACHED AND MADE A PART OF THIS DOCUMENT BY REFERENCE

It is expressly intended and agreed by and between the parties hereto that the following conditions apply

No advertising signs or billboards of any type shall be located, erected or maintained on the above-described lands, except for on premise signs

All existing public and private utilities and public recreational trails located upon, over, or under the above-described lands, whether by permit or easement, shall have the continued right of occupancy and the continued right of ingress and egress for personnel and equipment for the purpose of maintaining or improving their existing transmission and/or distribution facilities located wholly or partially within the above-described lands as of the date of this instrument

In the event facilities are constructed, maintained, or otherwise operated on the property described in this deed for the purpose for which a U S Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the GRANTEE will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as many be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities

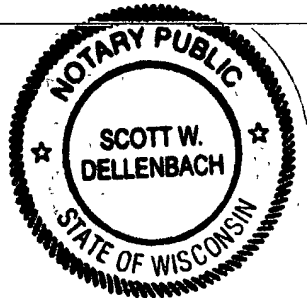
These covenants, burdens and restrictions shall run with the land and shall forever bind the grantee, its successors and assigns, and, upon breach or failure of all or any part thereof, the State of Wisconsin, Department of Transportation may bring an action in the courts of this state to enforce said restriction, and shall recover in any such action its costs and expenses of enforcing the restriction, including actual attorneys' fees, from the owner of the property, his/her successors, assigns, trustees, personal representatives or administrators

In the event of a breach of any of the above non-discrimination covenants, the Wisconsin Department of Transportation will have the right to enter or enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to, vest in, and become the absolute property of the Wisconsin Department of Transportation and its assigns

October 10, 2018  
Date

*Robert L. Duffeck*  
Real Estate Manager Signature

Robert L. Duffeck  
Print Name



October 10, 2018  
Date

State of Wisconsin )  
Waukesha County ) ss  
On the above date, this instrument was acknowledged before me by the named person(s)

*Scott W. Dellenbach*  
Signature, Notary Public, State of Wisconsin

Scott W. Dellenbach  
Print Name, Notary Public, State of Wisconsin)

9/18/2020  
Date Commission Expires

FEE EXEMPT

# 2



DOCUMENT  
1830180

RECORDED  
At Kenosha County, Kenosha WI 53140  
Joseph M. Storz, Register of Deeds  
October 22, 2018 12:19 PM  
\$30.00

Pages 2

This space is reserved for recording data

Return to  
Wisconsin Department of Transportation  
141 NW Barstow Street  
Waukesha WI 53187-0798

21

Parcel Identification Number/Tax Key Number  
84-4-223-082-0155

83



Q J 6 9 3 8 0 8

This instrument was drafted by  
Wisconsin Department of Transportation

Project ID  
3240-05-20

Parcel No  
7

## LEGAL DESCRIPTION

A tract of land in the Village of Somers, Kenosha County, State of Wisconsin, described as:

That part of Government Lot 1 located in Section 8, Township 2 North, Range 23 East, described as follows:

Commencing at the Northwest corner of said Section 8; thence North  $89^{\circ}29'45''$  East along the north line of said Government Lot 1, 826.79 feet to the reference line of STH 32; thence South  $14^{\circ}38'05''$  West along said reference line 54.88 feet; thence South  $14^{\circ}28'38''$  West along said reference line 736.68 feet to owner's north property line and the point of beginning; thence South  $80^{\circ}32'14''$  East along said north line 85.00 feet to said owner's east property line; thence South  $8^{\circ}35'03''$  West along said east line 100.81 feet to said owner's south property line; thence North  $80^{\circ}32'14''$  West along said south line 95.39 feet to said owner's west property line and the reference line of STH 32; thence North  $14^{\circ}28'38''$  East along said reference line 101.19 feet to the point of beginning.

Except in the South 15 feet, no access shall accrue to the above described land from STH 32.

Subject to the South 15 in width thereof the same to be used as road in common conjunction with the owners of the real estate lying east of the above described land

Excepting the westerly 40 feet of the above described lands, as measured normal to and

Parcel contains **0.11 acre**, more or less.

**Document Number**  
**WARRANTY DEED**

Wisconsin Department of Transportation  
Exempt from fee: s.77.25(2r) Wis. Stats  
DT1560 98 (Replaces RE3004)

THIS DEED, made by Lakeside Recon, LLC, a Wisconsin limited liability company

GRANTOR, conveys and warrants the property described below to the State of Wisconsin, Department of Transportation, GRANTEE, for the sum of Eight Hundred Fifteen Thousand and 00/100 Dollars (\$ 815,000.00 ).

Any person named in this deed may make an appeal from the amount of compensation within six months after the date of recording of this deed as set forth in s.32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the deed shall be treated as the award, and the date the deed is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property: \_\_\_\_\_

This is not homestead property:

**LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE.**



DOCUMENT

1511789

RECORDED  
At Kenosha County, Kenosha, WI 53140  
Louise I. Principec, Register of Deeds  
on 2/23/2007 at 2:40PM \$13.00  
70007730

ALET

REDEED2

This space is reserved for recording data

Return to

**System Development  
Southeast Region - RE  
141 NW Barstow Street  
Waukesha, WI 53187-0798**

JW

Parcel Identification Number / Tax Key Number

81-4-223-082-0175

B

*Luis Flores Arecco*  
(Signature)  
LUIS FLORES ARECCO

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

8-16-07  
(Date)

State of Wisconsin )  
Kenosha ) ss. County )

On the above date, this instrument was acknowledged before me by the named person(s).

*Lenay R Hauptmann*  
(Signature, Notary Public, State of Wisconsin)

Lenay R Hauptmann  
(Print or Type, Notary Public, State of Wisconsin)

8-16-09  
(Date Commission Expires)

## LEGAL DESCRIPTION

**Fee Title** in and to the following tract of land in the Town of Somers, Kenosha County, State of Wisconsin, described as:

A 100 foot wide strip of land located in Government Lot 1 of Section 8, Town 2 North, Range 23 East, described as follows:

Commencing at the Northwest corner of Government Lot 1 of said Section 8; thence North  $89^{\circ}29'45''$  East along the north line of said Government Lot 1, 826.79 feet to the reference line of S.T.H. 32; thence South  $14^{\circ}38'05''$  West along said line, 54.88 feet; thence South  $14^{\circ}28'37''$  West along said reference line, 837.86 feet to the north line of the owner's land; thence South  $80^{\circ}32'14''$  East along said line, 36.78 feet to the point of beginning; thence continuing South  $80^{\circ}32'14''$  East along said line, 476 feet, more or less, to the water's edge of Lake Michigan; thence Southwesterly along the water's edge, 101 feet, more or less, to a line 100 feet south of and parallel with the north line of the owner's land; thence North  $80^{\circ}32'14''$  West along said line, 496 feet, more or less; thence North  $15^{\circ}56'06''$  East 100.64 feet to the point of beginning.

Said parcel contains **1.114 acres**, more or less.

81-4-223-082-0170

Plat of Survey of  
PREMISES LOCATED AT  
264 - 7TH PLACE  
in NW1/4 Section 8-2-23

TOWN OF SOMERS  
KENOSHA COUNTY, WIS.

-for-  
Barb Strongin

denotes iron pipe  
marker found

Scale  
1" = 20'

Refer to a current title report for  
a complete legal description and for  
any easements or restrictions which  
may affect this site.

St. Tr. Hwy. "31" - Sheridan Road  
containing per older surveys

MARESCALCO COUNTYWIDE SURVEYING, INC.  
1120 80TH STREET KENOSHA, WI 53143  
(262) 654 6809 FAX (262) 654 1120



I hereby certify that  
this property was  
surveyed under my  
direction. This  
plat is a true re-  
presentation thereof.

Reg. Land Surveyor

April 24, 2006 Revised 5/15/06 to show improvements

east edge jungle gym approx.  
2.8' east of property line

northwest frame garage  
0.1' south of property line

northeast frame garage  
0.8' south of property line

overhead utility wires approx. along this line

frame  
garage

3" steel light post is  
0.5' west of property line

not included  
shown for reference

2 story  
frame  
dwelling

open roofed  
porch

7th Place

tax key parcel no.: 81-4-223-082-0170

Not for Resale

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

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**WORK SESSION:** May 5, 2026

**TO:** Village President Stoner and Board of Trustees

**PREPARED BY:** Kevin Poirier, Assistant Administrator

**REVIEWED BY:** Jim Hurley, Village Administrator

**AGENDA ITEM:** #13 Discuss update to Chapter 21 of Village Ordinances about Waste Collection and Removal to define how many receptacles a taxpayer is eligible for.

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**BACKGROUND:**

The Village of Somers contracts with John's Disposal for garbage and recycling service. The Village updated its covered services agreement so properties up to four living units are eligible to have both a recycling and garbage cart.

Staff has to determine how many units are on a parcel, which becomes a challenge with non-conforming uses and properties zoned agriculture. The current ordinance does not define who is eligible and how it is determined.

**UPDATE:**

Staff suggests adding section (E) to the Chapter 21.17 WASTE COLLECTION AND REMOVAL

*(E). The Village or a contractor selected by the Village shall provide one solid waste collection cart and one recycling cart to all of the Village residential units, single-family, duplex, three- to four-family apartments, condominiums.*

**COMMENTS:**

Staff is looking for directions to amend the ordinance, seek legal counsel or hire an attorney to draft a full ordinance relating to garbage.

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

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**WORK SESSION:** May 5, 2026

**TO:** Village President Stoner and Village Trustees

**PREPARED BY:** Jim Hurley, Administrator

**AGENDA ITEM:** #14 U.S. Department of Interior Consultation Notice Regarding Indian Gaming Regulatory Act for the Menominee Indian Tribe of Wisconsin – Kenosha 2023 Gaming Project

**BACKGROUND**

President Stoner received a notice of gaming land acquisition application filed by the Menominee Indian Tribe of Wisconsin for a gaming facility with casino, hotel, retail, and convention facilities. The proposal is for 58.899 acres located west of I-94, south of CTH K in the City of Kenosha. This is not in Somers. However, the Village received the notice for input regarding impacts on surrounding areas, including environmental, economic, social, and concerns related to gaming and gambling. A list of all local government agencies in receipt of the notice is included.

The item was reviewed at the April 8 Work Session.

**Deadlines**

1) Public Comment period: April 27, 2026. I submitted all comments I received from Village Board members to the Bureau of Indian Affairs.

2) Consultation Notice: Extended to June 12, 2026. Given I was out of office, I requested an extension so the Village Board has additional time to review the proposal and take collective action.

For example, the letter and resolution adopted by the Village of Pleasant Prairie are included in the packet.

**SUGGESTED ACTION**

If the Village Board would like to take similar action, then staff will prepare a letter and resolution to be reviewed at the next Work Session meeting.

ATTACHMENT

Consultation Notice

Village of Pleasant Prairie Letter and Resolution



# United States Department of the Interior

BUREAU OF INDIAN AFFAIRS

Midwest Regional Office

Norman Pointe II

5600 West American Boulevard, Suite 500

Bloomington, MN 55437

In Reply Refer To:  
Real Estate Services  
TR 4609 -P5  
Kenosha 2023

**Case Number: 50694**

## CONSULTATION NOTICE IN ACCORDANCE WITH SECTION 20 OF THE INDIAN GAMING REGULATORY ACT FOR THE MENOMINEE INDIAN TRIBE OF WISCONSIN – KENOSHA 2023 GAMING PROJECT

On May 10, 2023, the Bureau of Indian Affairs received an application from the MENOMINEE INDIAN TRIBE OF WISCONSIN (“Tribe”) to conduct off-reservation gaming activities on a 58.899 acre parcel of land located in and around the City of Kenosha, Kenosha County, Wisconsin, pursuant to the Indian Gaming Regulatory Act (IGRA), 25 U.S.C. §§ 2701-2721. IGRA requires consultation by the Bureau of Indian Affairs on the proposed acquisition with appropriate State and local officials, including officials of other nearby Federally recognized Indian Tribes. The planned site is referred to as Kenosha 2023, and is located approximately 162 miles south of the Tribe’s government offices, and is described as follows:

*See Exhibit “A”*

PIN’s: 03-121-01-101-101, 03-121-01-101-102, 03-121-01-101-422, and 03-121-01-101-423

The Tribe plans to build a gaming facility with hotel, retail, convention and restaurant facilities. Proposed facilities include a casino, a Hard Rock Live venue of approximately 32,340 square feet, food and beverage venues, a seven-story hotel with 150 rooms, a spa/fitness area, an outdoor pool and supporting facilities. The proposed casino-resort would have a gross footprint of approximately 346,000 square feet. The casino gaming floor would include up to 1,500 slot machines, 330 table game seats and associated circulation on the ground floor of the facility, and would be open 24 hours a day, seven days a week. It is anticipated that the food and beverage facilities will include a bar, a steakhouse, noodle restaurant and other dining options. Parking would consist of a surface-level lot with approximately 2,400 spaces.

The BIA respectfully requests that you submit written comments, if any, on the following areas within 60 days of receiving this letter:

1. Information regarding environmental impacts on the surrounding community and plans for mitigating adverse impacts;
2. Anticipated impacts on the social structure, infrastructure, services, housing, community character, and land use patterns of the surrounding community;

3. Anticipated impact on the economic development, income, and employment of the surrounding community;
4. Anticipated costs of impacts to the surrounding community and identification of sources of revenue to mitigate them;
5. Anticipated costs, if any, to the surrounding community of treatment programs for compulsive gambling attributable to the proposed gaming establishment; and
6. Any other information that may assist the Secretary in determining whether the proposed gaming establishment would or would not be detrimental to the surrounding community.

Comments should be submitted in written form, and addressed to the following individual:

Thomas Wilkins, Realty Specialist  
Bureau of Indian Affairs  
Midwest Regional Office  
5600 American Boulevard West, Suite 500  
Bloomington, Minnesota 55437

If you have any questions or need additional information, please do not hesitate to contact Thomas Wilkins, Regional Realty Specialist at (612) 725-4584.

Sincerely,

**JAMES  
REDMAN**

Acting Regional Director

Digitally signed by JAMES  
REDMAN  
Date: 2026.03.18 11:31:03  
-05'00'

Enclosures

cc: Honorable Joey Awonohopay Chairman, Menominee Indian Tribe of Wisconsin (by email)  
John Wilhelmi, Tribal General Counsel, Menominee Indian Tribe of Wisconsin (by email)  
Kim Komanekin, Land Manager, Menominee Indian Tribe of Wisconsin (by email)

LEGAL DESCRIPTION EXHIBIT A

Tract ID:

Tract Name: KENOSHA 2023

Land Area	Land Area Name	Tract Number	LTRO	Region	Agency	Resources	
440	MENOMINEE		MIDWEST LTRO	MIDWEST	MINNEAPOLIS REGIONAL OFFICE	Both (Mineral and Surface)	
Section	Township	Range	State	County	Meridian	Legal Description	Acres
1	001.00N	021.00E	WISCONSIN	KENOSHA	Fourth Principal MN-WI		58.899

METES AND BOUNDS: PARCEL 1: Part of the Northeast 1/4 of Section 1, Town 1 North, Range 21 East of the Fourth Principal Meridian, and being more particularly described as: Beginning on the North line of said 1/4 section at a point 434.07 feet West from the Northeast corner thereof; thence West along and upon the North line of said 1/4 section 832.43 feet and to a point 189.75 feet East from the West line of the North 41 acres of the East 49 acres of the North 1/2 of said Northeast 1/4 section - (as previously defined by former Kenosha County Surveyor, H.S. Southmayd, in December 1942); thence South parallel to the North 41 acres of the East 49 acres of the North 1/2 of said Northeast 1/4 section 624.0 feet; thence West parallel to the North line of said 1/4 section 189.75 feet and to the West line of the North 41 acres of the East 49 acres of the North 1/2 of said Northeast 1/4 section; thence South along and upon the West line of the North 41 acres of the East 49 acres of the North 1/2 of said Northeast 1/4 section 654.75 feet and to the Southwest corner of the North 41 acres of the East 49 acres of the North 1/2 of said Northeast 1/4 section; thence East along and upon the South line of the North 41 acres of the East 49 acres of the North 1/2 of said Northeast 1/4 section 824.94 feet and to a point 630.0 feet West from the East line of said 1/4 section; thence North parallel to the East line of said 1/4 section 450.00 feet; thence East parallel to the South line of the North 41 acres of the East 49 acres of the North 1/2 of said Northeast 1/4 section 362.8 feet and to the Westerly right-of-way line of Interstate Highway 94; thence North along upon the Westerly right-of-way line of said highway 635.88 feet; thence Northwesterly along and upon said right-of-way line 242.65 feet and to the point of beginning, lying and being in the City of Kenosha, County of Kenosha and State of Wisconsin; EXCEPTING THEREFROM those lands conveyed in Warranty Deed from The Community Development Authority of the Town of Bristol to the State of Wisconsin, Department of Transportation, dated August 4, 2008 and recorded in the Kenosha County Register of Deeds office on August 5, 2008 as Document No. 1564651; FURTHER EXCEPTING THEREFROM those lands conveyed in Special Warranty Deed from Community Development Authority of the Town of Bristol, n/k/a Village of Bristol to City of Kenosha, dated November 10, 2010 and recorded in the Kenosha County Register of Deeds office on December 3, 2010 as Document No. 1634242. Parcel 2 Part of the Northeast 1/4 of Section 1, Town 1 North, Range 21 East of the Fourth Principal Meridian, and being more particularly described as: Commencing at the center of said Section 1; thence North 88 degrees 57 minutes 55 seconds East, 1126.64 feet along the South line of said Northeast 1/4 to the point of beginning; thence North 01 degree 47 minutes 34 seconds West 1300.76 feet; thence North 89 degrees 50 minutes 02 seconds East 38.75 feet; thence North 02 degrees 05 minutes 48 seconds West 238.00 feet; thence North 88 degrees 09 minutes 51 seconds East 1186.01 feet to the Westerly right-of-way line of Interstate Highway 94; thence South 01 degrees 49 minutes 56 seconds East 336.06 feet along said right-of-way; thence South 88 degrees 34 minutes 00 seconds West 235.21 feet; thence South 01 degrees 49 minutes 56 seconds East 120.00 feet; thence North 88 degrees 34 minutes 00 seconds East 235.20 feet to the Westerly right-of-way line of Interstate Highway 94; thence South 01 degrees 49 minutes 56 seconds East 877.05 feet along said right-of-way; thence South 88 degrees 57 minutes 55 seconds West 708.63 feet; thence South 02 degrees 03 minutes 19 seconds East 221.66 feet to the South line of said Northeast 1/4; thence South 88 degrees 57 minutes 55 seconds West 516.88 feet along said south line to the point of beginning, lying and being in the City of Kenosha, County of Kenosha and State of Wisconsin. AND Commencing at Northeast corner of the Northeast 1/4 of Section 1, Town 1 North, Range 21 East; thence South 00°36'35" East, along the east line of the Northeast 1/4 of said Section 1, a distance of 1561.42 feet; thence North 89°17'19" West, parallel with the north line of the Northeast 1/4 of said section 1, a distance of 268.71 feet to the west line of Interstate 94 as monumented and the point of beginning; thence continue North 89°17'19" West, a distance of 235.10 feet; thence South 00°11'41"

WDAEAO1



Office Codes: F,F,50,440 AD Number: 4200393147 Case: 50694

Case Number: 50694

Applicant Name: MENOMINEE INDIAN TRIBE OF WISCONSIN

Tract ID:

Tract Name: KENOSHA 2023

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTRO</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>	
440	MENOMINEE		MIDWEST LTRO	MIDWEST	MINNEAPOLIS	Both (Mineral and Surface)	
<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>State</u>	<u>County</u>	<u>Meridian</u>	<u>Legal Description</u>	<u>Acres</u>

West, a distance of 33.08 feet; thence South 89°56'43" East, a distance of 235.09 feet, to the west line of said Interstate 94 as monumented; thence North 00°11'42" East, along said west line a distance of 30.38 feet to the point of beginning, lying and being in the City of Kenosha, County of Kenosha and State of Wisconsin. EXCEPTING THEREFROM those lands contained in Warranty Deed from The Town of Bristol (as to Parcels I, II and III) and The Community Development Authority of the Town of Bristol (as to Parcel IV and part of Parcel III), to Gateway Center, LLC, a Wisconsin limited liability company, dated November 16, 2006 and recorded in the Kenosha County Register of Deeds office on November 29, 2006 as Document No. 1502945; FURTHER EXCEPTING THEREFROM those lands conveyed in Special Warranty Deed from Community Development Authority of the Town of Bristol, n/k/a Village of Bristol to City of Kenosha, dated November 10, 2010 and recorded in said Register's office on December 3, 2010 as Document No. 1634242; FURTHER EXCEPTING THEREFROM those lands conveyed in Quit Claim Deed from Community Development Authority to Evelyn E. Roberts, dated September 16, 2015 and recorded in said Register's office on September 24, 2015 as Document No. 1757896.

WD AEA01



Office Codes: F,F,50,440 AD Number: 4200373147 Case: 50694

CONSULTATION NOTICE IN ACCORDANCE WITH SECTION 20 OF THE  
INDIAN GAMING REGULATORY ACT FOR THE MENOMINEE INDIAN  
TRIBE OF WISCONSIN – KENOSHA 2023 GAMING PROJECT – Mailing List

Office of the Governor  
Post Office Box 7863  
Madison, Wisconsin 53707

Office of the Governor  
207 State House  
Springfield, Illinois 62706

Lake County Board  
18 N County Street,  
Waukegan, IL 60085

McHenry County Board  
2200 North Seminary Ave.,  
Woodstock IL 60098

Kenosha County Clerk  
1010 56th Street, Second Floor,  
Kenosha, WI 53140

Milwaukee County Board  
633 W. Wisconsin Ave,  
Milwaukee, Wisconsin 53202

Racine County Clerk  
730 Wisconsin Ave,  
Racine, WI 53403

Waukesha County Board  
515 W. Moreland Boulevard, Room AC130,  
Waukesha, WI 53188

Walworth County Administrator  
100 W Walworth Street,  
Elkhorn, WI 53121

Antioch Village Board  
874 Main St,  
Antioch, IL 60002

Town of Antioch Board  
1625 Deep Lake Road, Suite B,  
Lake Villa, IL 60046

Town of Avon Board  
433 E Washington Street,  
Round Lake Park, IL 60073

Village of Beach Park Board  
11270 W Wadsworth Rd,  
Beach Park, IL 60099

Town of Benton Board  
40020 N Greenbay Road,  
Beach Park, IL 60099

CONSULTATION NOTICE IN ACCORDANCE WITH SECTION 20 OF THE  
INDIAN GAMING REGULATORY ACT FOR THE MENOMINEE INDIAN  
TRIBE OF WISCONSIN – KENOSHA 2023 GAMING PROJECT – Mailing List

Town of Burton  
Post Office Box 353,  
Spring Grove, IL 60081

Town of Cuba Board  
28000 W Cuba Road,  
Barrington, IL 60010

Village of Fox Lake Board  
66 Thillen Dr,  
Fox Lake, IL 60020

Town of Freemont Board  
22385 W Route 60,  
Mundelein, IL 60060

Town of Grant Board  
26725 W Molidor Road,  
Ingleside, IL 60041

Village of Grayslake Board  
10 Seymour Ave,  
Grayslake, IL 60030

Village of Green Oaks Board  
2020 O'Plaine Rd,  
Libertyville, IL 60048

Village of Greenwood Board  
4314 Greenwood Dr.  
Woodstock, IL 60098

Village of Gurnee Board  
325 O'Plaine Rd,  
Gurnee, IL 60031

Village of Hainsville Board  
100 Hainesville Rd,  
Hainesville, IL 60030

Village of Hawthorn Board  
12007 Prairie Ave,  
Hebron, IL 60034

Village of Hebron Board  
12007 Prairie Ave,  
Hebron, IL 60034

Town of Hebron Board  
10206 Seaman Road,  
Hebron, IL 60034

Village of Holiday Hills Board  
1304 Sunset Dr,  
Holiday Hills, IL 60051

CONSULTATION NOTICE IN ACCORDANCE WITH SECTION 20 OF THE  
INDIAN GAMING REGULATORY ACT FOR THE MENOMINEE INDIAN  
TRIBE OF WISCONSIN – KENOSHA 2023 GAMING PROJECT – Mailing List

Village of Indian Creek Board  
36 Crestland Rd,  
Indian Creek, IL 60061

Village of Island Lake Board  
3720 Greenleaf Ave,  
Island Lake, IL 60042

Village of Johnsburg Board  
1515 Channel Beach Ave,  
Johnsburg, IL 60051

Village of Lake Barrington Board  
23860 N. Old Barrington Rd.  
Lake Barrington, IL 60010

Village of Lake Bluff Board  
40 E. Center Avenue  
Lake Bluff, IL 60044

City of Lake Forest Board  
220 E Deerpath Rd,  
Lake Forest, IL 60045

Village of Lake Villa Board  
65 Cedar Ave,  
Lake Villa, IL 60046

Town of Lake Villa Board  
37908 N Fairfield Road,  
Lake Villa, IL 60046

Village of Lakemor Board  
28581 IL-120,  
Lakemoor, IL 60051

Village of Libertyville Board  
118 W Cook Ave,  
Libertyville, IL 60048

Town of Libertyville Board  
359 Merrill Court,  
Libertyville, IL 60048

Village of Lincolnshire Board  
1 Olde Half Day Road,  
Lincolnshire, IL 60069

Village of Lindenhurst Board  
2301 Sand Lake Rd,  
Lindenhurst, IL 60046

Village of Long Grove Board  
3110 Old McHenry Rd,  
Long Grove, IL 60047

CONSULTATION NOTICE IN ACCORDANCE WITH SECTION 20 OF THE  
INDIAN GAMING REGULATORY ACT FOR THE MENOMINEE INDIAN  
TRIBE OF WISCONSIN – KENOSHA 2023 GAMING PROJECT – Mailing List

Village of McCullom Lake Board  
4811 W Orchard Dr,  
McCullom Lake, IL 60050

City of McHenry Board  
333 S Green St,  
McHenry, IL 60050

Town of McHenry Board  
3703 N Richmond Rd,  
Johnsburg, IL 60051

Village of Mettawa Board  
26225 N. Riverwoods Blvd.,  
Mettawa, IL 60045

Village of Mundelein Board  
300 Plaza Cir,  
Mundelein, IL 60060

Town of Newport Board  
19020 W Grass Lake Road,  
Old Mill Creek, IL 60046

Village of North Barrington Board  
111 Old Barrington Rd,  
North Barrington, IL 60010

City of North Chicago Board  
1850 Lewis Ave,  
North Chicago, IL 60064

Village of Old Mill Creek Board  
40870 N Hunt Club Rd  
Old Mill Creek IL 60083

Park City Board  
3355 Belvidere Rd,  
Park City, IL 60085

Village of Prairie Grove Board  
3125 Barreville Rd,  
Crystal Lake, IL 60012

Village of Richmond Board  
5600 Hunter Dr,  
Richmond, IL 60071

Town of Richmond Board  
7812 Il Route 31,  
Richmond, IL 60071

Village of Ringwood Board  
6000 Barnard Mill Rd,  
Ringwood, IL 60072

CONSULTATION NOTICE IN ACCORDANCE WITH SECTION 20 OF THE  
INDIAN GAMING REGULATORY ACT FOR THE MENOMINEE INDIAN  
TRIBE OF WISCONSIN – KENOSHA 2023 GAMING PROJECT – Mailing List

Village of Round Lake Board  
442 N. Cedar Lake Road  
Round Lake IL 60073

Village of Round Lake Beach Board  
1937 N Municipal Way,  
Round Lake Beach, IL 60073

Village of Round Lake Heights  
619 Pontiac Ct,  
Round Lake Heights, IL 60073

Village of Round Lake Park Board  
203 E Lake Shore Dr,  
Round Lake Park, IL 60073

Town of Shields Board  
906 W Muir Avenue,  
Lake Bluff, IL 60044

Village of Spring Grove Board  
7401 Meyer Rd,  
Spring Grove, IL 60081

Village of Third Lake Board  
87 N Lake Ave,  
Third Lake, IL 60030

Town of Vernon Board  
3050 N Main Street,  
Buffalo Grove, IL 60089

Village of Vernon Hills Board  
290 Evergreen Dr,  
Vernon Hills, IL 60061

Village of Volo Board  
500 S Fish Lake Rd,  
Volo, IL 60073

Village of Wadsworth Board  
14155 W Wadsworth Rd,  
Wadsworth, IL 60083

Town of Warren Board  
17801 W Washington Street,  
Gurnee, IL 60031

Village of Wauconda Board  
101 N Main Street  
Wauconda, IL 60084

Town of Waukegan Board  
149 S Genesee Street,  
Waukegan, IL 60085

CONSULTATION NOTICE IN ACCORDANCE WITH SECTION 20 OF THE  
INDIAN GAMING REGULATORY ACT FOR THE MENOMINEE INDIAN  
TRIBE OF WISCONSIN – KENOSHA 2023 GAMING PROJECT – Mailing List

City of Waukegan Board  
100 N Martin Luther King Jr. Avenue  
Waukegan, IL 60085

Village of Winthrop Harbor Board  
830 Sheridan Rd,  
Winthrop Harbor, IL 60096

Village of Wonder Lake Board  
4444 Thompson Rd,  
Wonder Lake, IL 60097

City of Zion Board  
2828 Sheridan Rd,  
Zion, IL 60099

Town of Zion Board  
1015 27th Street,  
Zion, IL 60099

Village of Big Bend Board  
W230 S9185 Nevins St,  
Big Bend, WI 53103

Village of Bloomfield Board  
N1100 Town Hall Rd,  
Pell Lake, WI 53157

Town of Bloomfield Board  
N1302 Town Hall Rd,  
Walworth, WI 53184

Town of Brighton Board  
25000 Burlington Rd,  
Kansasville, WI 53139

Village of Bristol Board  
19801 83rd St,  
Bristol, WI 53104

City of Burlington Board  
113 E. Chestnut St. Suite B  
Burlington, WI 53105

Town of Burlington Board  
32288 Bushnell Road,  
Burlington, Wisconsin 53105

Village of Caledonia Board  
5043 Chester Ln,  
Racine, WI 53402

City of Cudahy Board  
5050 S Lake Dr,  
Cudahy, WI 53110

CONSULTATION NOTICE IN ACCORDANCE WITH SECTION 20 OF THE  
INDIAN GAMING REGULATORY ACT FOR THE MENOMINEE INDIAN  
TRIBE OF WISCONSIN – KENOSHA 2023 GAMING PROJECT – Mailing List

Town of Dover Board  
23409 N Shore Dr,  
Kansasville, WI 53139

Village of East Troy Board  
2015 Energy Dr.,  
East Troy, WI 53120

Town of East Troy Board  
N9330 Stewart School Road,  
East Troy, WI 53120

Village of Elmwood Park Board  
3508 MARYLAND AVE,  
RACINE WI 53401

City of Franklin Board  
9229 W Loomis Rd,  
Franklin, WI 53132

Town of Geneva Board  
N3496 Como Road,  
Lake Geneva, WI 53147

Genoa City Village Board  
755 Fellows Rd,  
Genoa City, WI 53128

Village of Greendale Board  
6500 Northway,  
Greendale, WI 53129

City of Greenfield Board  
7325 W Forest Home Ave,  
Greenfield, WI 53220

Village of Hales Corners Board  
5635 S New Berlin Rd,  
Hales Corners, WI 53130

City of Kenosha Board  
625 52nd St,  
Kenosha, WI 53140

Town of LaFayette Board  
N5573 Bowers Road,,  
Elkhorn WI 53121-4165

City of Lake Geneva Board  
626 Geneva St,  
Lake Geneva, WI 53147

Town of Lynn Board  
W3728 Franklin Walsh St.,  
Zenda, WI 53195

CONSULTATION NOTICE IN ACCORDANCE WITH SECTION 20 OF THE  
INDIAN GAMING REGULATORY ACT FOR THE MENOMINEE INDIAN  
TRIBE OF WISCONSIN – KENOSHA 2023 GAMING PROJECT – Mailing List

Town of Lyons Board  
Post Office Box 337,  
Lyons, WI 53148

City of Milwaukee Board  
200 E Wells St,  
Milwaukee, WI 53202

Village of Mount Pleasant Board  
8811 Campus Drive,  
Mt Pleasant, WI 53406

City of Muskego Board  
W182 S8200 Racine Ave,  
Muskego, WI 53150

City of New Berlin Board  
3805 S Casper Dr,  
New Berlin, WI 53151

Village of North Bay Board  
3615 Hennepin Pl,  
Racine, WI 53402

Town of Norway Board  
6419 Heg Park Road,  
Wind Lake, WI 53185

City of Oak Creek  
8040 S 6th St,  
Oak Creek, WI 53154

Village of Paddock Lake Board  
6969 236th Ave,  
Salem, WI 53168

Town of Paris Board  
16607 Burlington Road,  
Union Grove, WI 53182

Village of Pleasant Prairie Board  
9915 39th Ave,  
Pleasant Prairie, WI 53158

City of Racine Board  
730 Washington Ave,  
Racine, WI 53403

Town of Randall Board  
34530 Bassett Road,  
Burlington, WI 53105

Village of Raymond Board  
2255 76th St,  
Franksville, WI 53126

CONSULTATION NOTICE IN ACCORDANCE WITH SECTION 20 OF THE  
INDIAN GAMING REGULATORY ACT FOR THE MENOMINEE INDIAN  
TRIBE OF WISCONSIN – KENOSHA 2023 GAMING PROJECT – Mailing List

Village of Rochester Board  
300 W Spring St,  
Rochester, WI 53167

Village of Salem Lakes Board  
9814 Antioch Rd,  
Salem, WI 53168

Town of Somers Board  
7511 12th St,  
Kenosha, WI 53144

City of South Milwaukee Board  
2424 15th Ave,  
South Milwaukee, WI 53172

Town of Spring Prairie Board  
N6097 State Road 120,  
Burlington, Wisconsin 53105

Town of Springfield Board  
6157 County Highway P Dane,  
Wisconsin 53529

Village of Sturtevant Board  
2801 89th St,  
Sturtevant, WI 53177

Village of Twin Lakes Board  
105 E Main St,  
Twin Lakes, WI 53181

Village of Union Grove Board  
925 15th Ave,  
Union Grove, WI 53182

Village of Waterford Board  
415 N Milwaukee St,  
Waterford, WI 53185

Town of Wheatland Board  
600 52nd Street, Suite 140,  
Kenosha, WI 53140

Village of Wind Point Board  
215 E 4 Mile Rd,  
Racine, WI 53402

Village of Yorkville Board  
4110 S Beaumont Ave,  
Kansasville, WI 53139

CONSULTATION NOTICE IN ACCORDANCE WITH SECTION 20 OF THE  
INDIAN GAMING REGULATORY ACT FOR THE MENOMINEE INDIAN  
TRIBE OF WISCONSIN – KENOSHA 2023 GAMING PROJECT – Mailing List

Interested Party

Hon. James Crawford  
Forest County Potawatomi Community  
Post Office Box 340  
Crandon, Wisconsin 54520



Office of the Village President  
David J. Klimisch

**VIA EMAIL ONLY**

April 24, 2026

Thomas Wilkins  
Realty Specialist  
United States Department of the Interior Bureau of Indian Affairs  
Minneapolis Regional Office Norman Pointe II  
5600 West American Boulevard, Suite 500  
Bloomington, MN 55437

**Re: Comments and Objection to Section 151 Request to Acquire Land in Trust for Gaming for the Proposed Menominee Indian Tribe Hard Rock Casino Project proposed to be located in Kenosha, Wisconsin**

Dear Mr. Wilkins,

On behalf of the Village of Pleasant Prairie (the "Village"), I submit these comments in response to the Bureau of Indian Affairs notice regarding the request of the Menominee Indian Tribe to acquire the subject property in trust for gaming purposes.

According to the U.S. Department of Interior Bureau of Indian Affairs ("BIA") letter, Case Number 50694, the subject property (the "Property"), consists of four (4) parcels (Tax Parcel Numbers: 03-121-01-101-101, 03-121-01-101-102, 03-121-01-101-422 and 03-121-01-101-0423), of approximately 59 acres in total land area, and is generally located in the southwest quadrant of I-94 and County Trunk Highway K in the City of Kenosha, Wisconsin.

**Background**

On December 11, 2023, the Village Board of Trustees (the "Village Board") passed and adopted Village Board Resolution No. 23-39 (*see attached*), whereby the Village Board unanimously voted to ask that the Bureau of Indian Affairs reject the application made by the Menominee Indian Tribe of Wisconsin to place land near Pleasant Prairie, in Kenosha County, into Federal Trust for the purposes of Class II and Class III gaming unless an Intergovernmental Agreement can be reached remediating the negative environmental, social, and economic impacts to Pleasant Prairie.

Analogous to 2023, the Village has the same viewpoint today and respectfully objects to the proposed acquisition of the Property for the development of the Menominee Indian Tribe Hard Rock Casino Project (the "Project") and requests that the BIA fully consider the substantial adverse impacts to the Village that are reasonably foreseeable from the Project.

The Village of Pleasant Prairie is adjacent to the City of Kenosha and the Project site is in close proximity (approx. ½ mile) to the municipal boundary of the Village. As noted in the previously referred to Village Board Resolution No. 23-39, the Village will experience the following negative environmental, social and economic impacts:

- Increased runoff to the Kilbourn Ditch entering the Pleasant Prairie Clean Water Utility and the Des Plaines River watershed.
- Increased number of public safety and mutual aid calls involving the Pleasant Prairie Police Department and the Pleasant Prairie Fire & Rescue Department.
- Increased traffic on Village roadways and to the overall Village (and regional) transportation systems.
- Inequitable funding for the Kenosha Unified School District schools located within Pleasant Prairie jurisdictional boundaries.
- Harm to the continuing economic redevelopment efforts along the I-94 corridor.
- Strain placed on funding for Village, City of Kenosha, and County of Kenosha services by the removal of almost 60 acres of prime development land from property tax and sales taxes.
- Overall negative affect on social and socio-economic costs to the overall community.

At the same time, the Village is not a party to the intergovernmental agreements that were described three (3) years ago in 2023 for the City of Kenosha and the County of Kenosha and the Village is not positioned to receive revenue sharing or other direct offsets to cover the increased costs and risks that would be imposed on our community.

### **Information Requested by the BIA**

To the extent the BIA requests specific fiscal and service information, the Village provides the following.

- **Annual property taxes currently levied on the subject property allocated to Pleasant Prairie.** The Property is located in the jurisdiction of the City of Kenosha. The Village levies no taxes on the Property.
- **Special assessments currently assessed against the property in support of Pleasant Prairie:** The Property is located in the jurisdiction of the City of Kenosha. The Village has no special assessments assessed against the Property.
- **Governmental services currently provided to the property by Pleasant Prairie:** The Property is located in the jurisdiction of the City of Kenosha. However, the Village, through contract, is committed to providing back-up public safety services (Police and Fire & Rescue) not only to the to

the Property, but also to surrounding properties and to the City of Kenosha as a whole and to other surrounding municipalities as well.

- **Zoning consistency:** The Property is located in the jurisdiction of the City of Kenosha; therefore, the City provides the zoning services, designations and regulations for the Property. However, the Village respectfully requests that the BIA evaluate whether the intended casino use is consistent with surrounding land uses and applicable zoning and land use standards, including compatibility with nearby residential areas and established community destinations.

### **Fiscal Impacts and Unfunded Local Costs**

The Village requests that the BIA evaluate the full fiscal impact on the Village, including the shift of costs to Village taxpayers without a corresponding revenue source.

A major 24-hour gaming and entertainment complex is reasonably expected to increase demand for public safety and emergency response. The Village supports regional response through mutual aid and interjurisdictional frameworks. The BIA should evaluate how increased service demand and associated costs will be mitigated for neighboring communities that are not receiving direct revenue sharing.

### **Transportation and Traffic Impacts to Pleasant Prairie**

The Village requests that the BIA evaluate traffic impacts on the regional transportation network, not solely the immediate, local site access roads.

- **I 94 (Exit 345), County Trunk Highway C:** Pleasant Prairie anticipates increased traffic volumes and congestion at this interchange and on connecting Village roadways associated with the Project.
- **I 94 (Exit 344), State Trunk Highway 50:** State Trunk Highway 50 (75<sup>th</sup> Street), east of its interchange with I-94, is located entirely within the Village boundaries. Highway 50 is a major and critical corridor serving residents, employers, and commercial and industrial destinations. Therefore, all costs associated with Highway 50 originating from the Project (e.g., police, fire & rescue, physical improvements, etc.) would be borne by the Village. The Village anticipates significant increases in traffic and associated safety concerns associated with the Project.

### **Stormwater, Retention, and Watershed Concerns**

Pleasant Prairie is downstream from the proposed Project site and the Village has serious concerns regarding stormwater retention and detention planning and the potential for increased flooding and erosion impacts.

The Project location is under the stormwater management regulations for the DesPlaines River Watershed, which are more stringent and more intensive than other Village/City of Kenosha watershed management regulations. The stormwater management for the Project will need to be designed in accordance to the most recent regulations. The Village requests that the BIA require a clear demonstration

that stormwater design will meet applicable standards and watershed criteria intended to protect already stressed water resources and to prevent adverse downstream impacts.

**Land Use Compatibility and Community Character**

The proposed casino and associated facilities would introduce intensive 24-hour use adjacent to established residential areas and existing community destinations. The Village is concerned that the scale, intensity, and operational characteristics of the Project are incompatible with the character and land use patterns of the surrounding area and will create adverse, negative impacts that extend beyond the host jurisdiction.

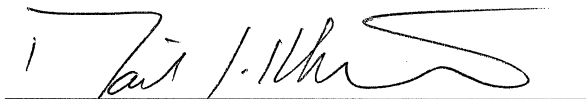
**Request for Full Consideration and Mitigation**

For the reasons above, Pleasant Prairie respectfully requests that the BIA deny the fee to trust acquisition for gaming purposes or, at minimum, require comprehensive analysis and enforceable mitigation addressing:

- Regional traffic impacts at I 94 Exits 344 and 345 and connecting corridors.
- Public safety and emergency response demand and funding.
- Stormwater retention, detention, and downstream watershed impacts.
- Fiscal impacts to Pleasant Prairie, including loss of tax base and increased service costs.

Please include this letter in the administrative record for Section 151 "Request to Move Land into Trust for Gaming".

Respectfully submitted,



David J. Klimisch  
Village President  
Village of Pleasant Prairie

Enclosure: Village Board Resolution No. 23-39

**RESOLUTION NO. 23-39**

**RESOLUTION IN OPPOSITION OF PLACING APPROXIMATELY 59.19 ACRES OF LAND LOCATED LESS THAN ONE MILE FROM THE VILLAGE OF PLEASANT PRAIRIE INTO FEDERAL TRUST FOR THE MENOMINEE INDIAN TRIBE OF WISCONSIN FOR THE PURPOSE OF CONDUCTING CLASS III AND II GAMING**

**Whereas**, the Menominee Indian Tribe of Wisconsin intends to apply to the Federal Bureau of Indian Affairs to have approximately 59.19 acres of land located within one mile from the corporate boundaries of the Village of Pleasant Prairie placed into Trust for the Menominee Indian Tribe of Wisconsin for the purpose of conducting Class III and Class II gaming; and,

**Whereas**, the Tribe, through its authority, may only conduct gaming at the facility near Pleasant Prairie if it is placed into Federal Trust through application and approval by the Federal Bureau of Indian Affairs; and

**Whereas**, as part of the application process, the impact of the establishment of such a gaming operation on the surrounding community must be addressed along with the efforts to address such impacts; and,

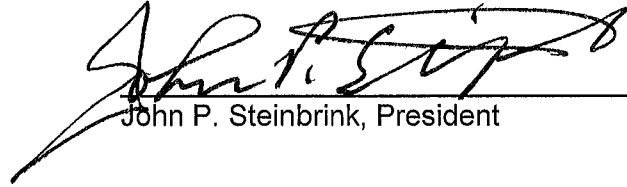
**Whereas**, The Village of Pleasant Prairie has identified negative environmental, social, economic and other impacts to the community such as increased runoff to Kilbourn ditch entering the Pleasant Prairie Clean Water Utility and the Des Plaines River watershed, increased number off public safety calls involving the Pleasant Prairie Police Department and Pleasant Prairie Fire & Rescue, increased traffic on our roadways, inequitable funding for Kenosha Unified School District schools located in Pleasant Prairie, harm to the economic redevelopment efforts along the Interstate, the strain on funding for Village, City, and County services by the removal of almost 60 acres of prime development land from property and sales taxes, and the net social costs to our community; and,

**Whereas**, the Menominee Indian Tribe of Wisconsin has not offered the Village of Pleasant Prairie an agreement or plan to remediate the negative impacts the proposed gaming facility will bring to the community, as is required before placing such land into Federal Trust by the Bureau of Indian Affairs.

**NOW, THEREFORE, BE IT RESOLVED**, by the Village Board of Trustees for the Village of Pleasant Prairie that it asks the Bureau of Indian Affairs to reject the application made by the Menominee Indian Tribe of Wisconsin to place land near Pleasant Prairie in Kenosha County into Federal Trust for the purposes of Class III and Class II gaming unless an Intergovernmental Agreement can be reached remediating the negative environmental, social, and economic impacts to Pleasant Prairie; and,

**BE IT FURTHER RESOLVED**, that the Village Clerk is directed to send a copy of this Resolution to the Bureau of Indian Affairs, the Menominee Tribe and Authority, the Governor of the State of Wisconsin, the Kenosha County Executive, and City of Kenosha Mayor.

Passed and adopted this 11th day of December, 2023.

  
\_\_\_\_\_  
John P. Steinbrink, President

Attest:

  
\_\_\_\_\_  
Jane C. Snell, Village Clerk

Posted: 12/12/23

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

**Village Board Meeting  
Tentative Agenda  
Tuesday, May 12, 2026  
5:30 p.m.**

<b>Village Board Meeting:</b>	
<b>Item #</b>	
1	Call to order
2	Pledge of Allegiance
3	Consent and Approval of Minutes of Regular meetings on April 28, Vouchers dated [DATE], & ACH Payments, [MONTH], [MONTH] Investment Statements
4	Correspondence:
5	Citizens Comments
6	President and Trustee Comments
7	Public Hearing
8	Motion to approve
9	Motion to approve
10	Action on Operator's Licenses:
11	Adjourn

I hereby certify that as the designee of the chief elected official of the Village of Somers, I posted this notice of the May 12, 2026 Village Board Meeting & Tentative Agenda in 1 public place & on the Village website.

Dated this xxx day of xxx 2026

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.**