

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

**Village Board Meeting
Agenda
Tuesday, May 12, 2026
5:30 p.m.**

Village Board Meeting:	
Item #	
1	Call to order
2	Pledge of Allegiance
3	Consent and Approval of Minutes of Regular meetings on April 28, Vouchers dated April 30 and May 7, & April ACH Payments, March Investment Statements
4	Correspondence: none
5	Citizens Comments
6	President and Trustee Comments
7	Discussion and Action on awarding bid for 2026 Roadway Improvements Program (ValleyView Subdivision) to Payne & Dolan in the amount of \$571,571.00
8	Motion to approve Discuss amendment to the 2026 Capital Improvement Plan (CIP) funds for the purchase of new pumps and delay the “super flush” project.
9	Motion to approve 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 18th Street (CTH L) and CTH H.</i>
10	Action on funding options for FEMA Staffing for Adequate Fire and Emergency Response (SAFER) Grant
11	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 87th Avenue, near Shoreland Lutheran High School.</i>
12	Action on proposed letter to US Senator Ron Johnson’s Regional Director Paul Truess in support of legislation granting Somers and other municipalities a unique ZIP Code.

13	Action on Operator's Licenses: Carla Molinaro, Tien Hoang Minh Vo, Tierra Power, Hailie Carter, Samarah Carter, Lisa Bowling, Jeremy Iversen, Barbara Algiers, and Audrey Kessler
14	Adjourn

I hereby certify that as the designee of the chief elected official of the Village of Somers, I posted this notice of the May 12, 2026 Village Board Meeting in 2 public places & on the Village website.

Dated this 8th 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
Proceedings from the Regular Board Meeting April 28, 2026

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

President Stoner led the Pledge of Allegiance.

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

Consent and Approval of Minutes of Special Meeting April 8, Regular meetings on April 14, 2026, Vouchers dated April 9, 16 and 23rd, 2026.

Trustee Smith moved to approve Minutes of Special Meeting April 8, Regular meetings on April 14, 2026, Vouchers dated April 9, 16 and 23rd, 2026.

Seconded by Trustee Ostby

Motion carried. 7-0 vote

Correspondence: Correspondence: Public Service Commission letter regarding Red Oak Ridge Energy Center, Kenosha County Executive's letter to the Public Service Commission regarding the County's Battery Energy Storage System Ordinance

Citizen Comments

Administrator Hurley read aloud the rules that were to be followed during public comments.

John Hobson 6442 11th Place

Mr. Hobson addressed the Board regarding the recent referendum outcome and the future of fire and EMS services. He stated his opinion that the Village should accept the grant funding and allow it to proceed, emphasizing that fire service operations are currently strained due to increasing call volumes, insufficient staffing, reliance on paid-on-call personnel, and high turnover rates.

He noted that the Village is investing resources into training personnel who often leave for other departments and stressed the need to create an environment that attracts and retains firefighters and EMS staff. He further stated that emergency medical service calls continue to rise each year, based on his experience as a paramedic firefighter since 1977.

He informed the Board that the department required outside assistance on 61 occasions in the past year, indicating staffing challenges. He urged the Board to move forward rather than reduce services, noting anticipated retirements and the need to maintain adequate staffing levels, including the ability to deploy a third ambulance.

He emphasized that emergency response times are critical and that delays can have serious consequences for residents. He stated that, while not always a legal obligation, there is a moral responsibility to provide timely emergency services.

In closing, he encouraged the Board to support the development of a strong and reliable fire department that meets the needs of the community, rather than risk declining service level

Christopher Bigley 9925 15th Ave.

Mr. Bigley addressed the Village President and Board regarding the failed referendum to hire additional fire personnel, focusing on concerns with the process and discussion of potentially returning the SAFER grant. Mr. Bigley urged the Village to retain the grant and move forward with hiring.

While he voted in favor of the referendum, he expressed concerns about the financial presentation and public perception, describing it as poor planning. Based on prior experience in fire service leadership, Mr. Bigley cited three main reasons for the referendum's failure: the way it was presented, general public frustration with growth and development issues, and the financial burden on residents.

He encouraged the Board to make the necessary decisions to secure the grant and hire additional personnel, noting that declining the grant could impact future funding opportunities. He also highlighted future resource needs tied to community growth and emphasized the importance of planning ahead.

Gregg Sinnen 750 Green Bay Road

Mr. Sinnen addressed the Board regarding the liquor license review process. He referenced discussion from the prior work session and expressed concern that focus shifted away from establishment liquor licenses to bartender licenses.

He noted that prior Village staff and legal counsel had expressed concerns about implementing a more structured system. He recalled a past presentation indicating that the current process lacks consistency and adequate review, with many questions arising only at the meeting when licenses are considered.

He emphasized the need for a clear and consistent system, stating that Board members should seek answers to questions in advance and coordinate with relevant entities, such as the Sheriff's Department and court staff. He stated that regardless of the system used, it must be well-developed and consistently followed.

He suggested exploring a demerit-based system for license holders with prior issues, similar to a graduated structure, and recommended consulting with legal counsel and other municipalities to ensure compliance. He encouraged the Board to fully develop and refine a process rather than revisiting the issue annually without resolution.

Brian Gallagher 264 7th Place

Mr. Gallagher addressed the Board regarding prior discussions and current conditions on 7th Place. He expressed concern about a lack of decorum at a previous meeting when the issue was discussed and stated that residents felt their concerns were dismissed.

He stated there is no documentation supporting prior claims that an offer was made to pave 7th Place in 2017, noting he reviewed Village records with staff assistance and found no record of such action. He also indicated that residents were not presented with or declined any formal proposal.

He reported attempting to meet with Village officials to discuss the matter but was unsuccessful. He reiterated concerns about the Village referring to 7th Place as a private driveway while allowing or encouraging public use to access a nearby park.

He stated he has obtained a permit from the Department of Transportation to improve the roadway at his own expense and plans to complete the work by late June. He indicated that he and neighboring property owners intend to post signage designating the road as private and may pursue claims if damage occurs due to public use.

In closing, he stated his original request was for basic maintenance, including gravel and winter plowing, and asked the Village to respect the private property rights of residents.

Robert Hamm 4925 64th Ave.

Mr. Hamm addressed the Board regarding planned road improvements in the Valley View neighborhood. He expressed appreciation for the project, noting the roads have required repairs for many years.

He raised concern about the intersection at 50th Street and 64th Avenue, specifically the proposal to widen a sharp corner. He stated that the current narrow configuration helps slow traffic and expressed concern that widening the roadway could lead to increased speeds and create safety issues for pedestrians.

He also expressed a preference for curb and gutter improvements throughout the neighborhood, acknowledging the potential cost and that it may not be feasible.

In closing, he thanked the Board for moving forward with the road improvements and asked that his concerns be considered during the planning process.

President and Trustee Comments

Trustee Harbach inquired about the status of draft environmental documentation related to the Red Oak Ridge matter west of I-94, noting that a preliminary report or correspondence had been expected. Staff responded that a report had not yet been received, but a link to the Public Service Commission (PSC) case is available on the Village website for reference. It was noted that a response deadline of May 26 was mentioned, and staff will follow up to confirm details.

Trustee Harbach also reported speaking with Senator Johnson regarding the possibility of establishing local postal routes. He indicated the matter appeared favorable and may be under consideration, though no formal update was provided.

Trustee Ostby requested that, at the next work session, staff provide a recap of lessons learned from the recent referendum, including information from the Village's communications consultant regarding similar public safety referendums and their outcomes. He noted the importance of this review as the Board considers whether to proceed with the grant, given upcoming timelines.

He also requested that the issue of 7th Place paving be placed on the next work session agenda for further discussion.

Finally, Trustee Ostby expressed appreciation for the fire and EMS personnel being recognized and specifically commended Chief Andersen for his leadership, efforts on the referendum, and continued professionalism and dedication throughout everything.

Trustee Nelson agreed with Trustee Ostby

Trustee Fredrick expressed appreciation for public comments received at the meeting, noting that they are recorded and followed up on.

He agreed with Trustee Ostby to include Mr. Gallagher's concerns on a future agenda item for further discussion, referencing his own experience living on a nearby roadway and stating that the matter warrants additional review.

Trustee Fredrick also offered positive remarks regarding Chief Anderson, noting frequent communication and strong leadership, and expressed appreciation for the fire department staff being recognized.

President Stoner requested that the 7th Place matter be placed on the upcoming work session agenda, citing concerns that misinformation was presented and indicating it will be discussed further in an open format at the next meeting.

He provided an update from a recent contractor meeting, noting continued concerns regarding traffic on Highway E within the construction area. He stated he contacted the Sheriff's Department, which subsequently deployed a radar speed sign, and he expressed appreciation for the response.

He referenced materials distributed regarding Pleasant Prairie's response to the casino proposal and noted that Attorney Mike McDermott is representing an opposing group. He requested that the item be placed on the next work session agenda for discussion.

Finally, President Stoner stated he has spoken with city aldermen regarding a “merit” system and reported that they view it positively based on their experience. He encouraged Board members to consult with other municipal officials to better understand its application and effectiveness.

Somers Fire & Rescue Chief and Emergency Manager Ben Andersen present certificates of recognition to Village of Somers staff for going above and beyond responding to the Tornado that touched down in the Village on April 14, 2026.

Chief Andersen presented awards to the team members from Public Works and Public Safety who went above and beyond to help out during the tornado that touched down in the Village on April 14, 2026.

Action on Resolution 2026-012, a resolution in support of maintaining Sheridan Road as currently configured, with four lanes of traffic

Trustee Ostby moved to approve Resolution 2026-012, a resolution in support of maintaining Sheridan Road as currently configured, with four lanes of traffic

Seconded by Trustee Smith

Trustee Harbach stated concern regarding a roadway configuration and its impact on safety and traffic flow. He noted the number of mailboxes located along both the east and west sides of the road and expressed concern that reducing the roadway to two lanes would create safety issues due to frequent postal vehicle stops for mail delivery.

He further stated that such a configuration could impede traffic flow on the adjacent state highway and concluded that a four-lane configuration would be a safer option.

Motion carried 7-0 vote

Action on licensing agreement with Red Star Soccer Club for the use of Memorial Park Fields (agreement term April 1, 2026 through November 30, 2029).

Trustee Ostby moved to approve licensing agreement with Red Star Soccer Club for the use of Memorial Park Fields (agreement term April 1, 2026, through November 30, 2029).

Seconded by Trustee Harbach

Motion carried 7-0 vote

Action on applications for Recurring Special Event Licenses: Jerry Smith Farm, Petrifying Springs Beer Garden, and Hawthorn Hollow Nature Sanctuary and Arboretum

Trustee Harbach moved to approve recurring Special Event Licenses: Jerry Smith Farm, Petrifying Springs Beer Garden, and Hawthorn Hollow Nature Sanctuary and Arboretum

Seconded by Trustee Nelson

Motion carried. 6-0 Vote

Trustee Smith abstained

Action on Special Event permit for the Pritzker Museum to hold the 1st District Spring Conference for the American Legion on May 3, 2026, from 8 a.m. to 2 p.m. and request to waive fees.

Trustee Nelson moved to approve Special Event permit for the Pritzker Museum to hold the 1st District Spring Conference for the American Legion on May 3, 2026, from 8 a.m. to 2 p.m. and request to waive fees.

Seconded by Trustee Harbach

Motion carried. 7-0 vote

Action on Operator's Licenses: Randall Sparks, Martha Saad, Lynn Wilk, Jessica Fisher, Calie Perrault, Jay Herr, Jackson Villarreal, Rebecka Persons and Stewart Boynton

Trustee Harbach moved to approve Operator's Licenses: Randall Sparks, Martha Saad, Lynn Wilk, Jessica Fisher, Calie Perrault, Jay Herr, Jackson Villarreal, Rebecka Persons and Stewart Boynton

Seconded by Trustee Ostby

Motion carried. 7-0 vote

Motion to Adjourn

Trustee Harbach moved to adjourn at 6:07pm

Seconded by Trustee Nelson

Motion carried. 7-0 vote

These minutes are a draft and are not approved by the Village Board. Wendy Burnette Clerk/Treasurer

04/30/2026 08:32 AM
User: HKRUK
DB: Somers

CHECK REGISTER FOR VILLAGE OF SOMERS
CHECK DATE FROM 04/30/2026 - 04/30/2026

Page: 1/1

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank POOL POOLED CASH					
04/30/2026	POOL	66151	AED	AED ESSENTIALS INC	913.50
04/30/2026	POOL	66152	AAC001	ASSOCIATED APPRAISAL	4,982.01
04/30/2026	POOL	66153	AT&TMOB	AT&T MOBILITY	460.96
04/30/2026	POOL	66154	BAXTER	BAXTER & WOODMAN INC	28,798.43
04/30/2026	POOL	66155	CSC001	CENTURY SECURITY	35.00
04/30/2026	POOL	66156	SPECTRUM	CHARTER COMMUNICATIONS	39.47
04/30/2026	POOL	66157	UHS002	FROEDTERT SOUTH INC-OCC MED	642.30
04/30/2026	POOL	66158	NAP002	GENUINE PARTS COMPANY INC	76.33
04/30/2026	POOL	66159	STO001	GEORGE STONER	200.00
04/30/2026	POOL	66160	GLTVSEAL	GREAT LAKES TV SEAL INC	49,195.73
04/30/2026	POOL	66161	JNT001	JENSEN & JENSEN INC	450.00
04/30/2026	POOL	66162	JOHNS	JOHNS DISPOSAL SERVICE INC	51,175.26
04/30/2026	POOL	66163	FUGATE	JOSH FUGATE	1,209.28
04/30/2026	POOL	66164	KCSHERIF	KENOSHA CO SHERIFF DEPT	73,744.58
04/30/2026	POOL	66165	KWU002	KENOSHA WATER UTILITY	102,427.18
04/30/2026	POOL	66166	MEN001	MENARDS INC - RACINE	7.99
04/30/2026	POOL	66167	MORTON	MORTON SALT	6,156.12
04/30/2026	POOL	66168	MUNILAW	MUNICIPAL LAW & LITIGATION GROUP SC	1,546.60
04/30/2026	POOL	66169	PAT001	PATS SERVICES INC	2,600.00
04/30/2026	POOL	66170	STERICYCLE	STERICYCLE INC	18.53
04/30/2026	POOL	66171	STRAND	STRAND ASSOCIATES INC	4,000.00
04/30/2026	POOL	66172	VONBRIES	VON BRIESEN & ROPER SC	1,139.50
04/30/2026	POOL	66173	WEE001	WE ENERGIES	17.15
04/30/2026	POOL	66174	WEE001	WE ENERGIES	9,858.71
04/30/2026	POOL	66175	WEE001	WE ENERGIES	44.76
04/30/2026	POOL	66176	WEE001	WE ENERGIES	349.06
04/30/2026	POOL	66177	WEE001	WE ENERGIES	156.20
04/30/2026	POOL	66178	WELDSTAR	WELDSTAR COMPANY	251.10

POOL TOTALS:

Total of 28 Checks:	340,495.75
Less 0 Void Checks:	0.00
Total of 28 Disbursements:	340,495.75

05/07/2026 10:06 AM
User: HKRUK
DB: Somers

CHECK REGISTER FOR VILLAGE OF SOMERS
CHECK DATE FROM 05/07/2026 - 05/07/2026

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Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank POOL POOLED CASH					
05/07/2026	POOL	323(E)	BCMI	BCM ONE INC	548.65
05/07/2026	POOL	324(E)	T0000175	STEVEN KRAUSE	115.80
05/07/2026	POOL	325(E)	VERIZON	VERIZON COMMUNICATIONS INC	227.48
05/07/2026	POOL	66180	AMEROUTFIT	AMERICAN OUTFITTERS LTD	299.00
05/07/2026	POOL	66181	BRUM	ANN BRUMBACK	68.61
05/07/2026	POOL	66182	AT&T001	AT&T	99.54
05/07/2026	POOL	66183	AT&T001	AT&T	303.47
05/07/2026	POOL	66184	AT&TMOB	AT&T MOBILITY	1,553.16
05/07/2026	POOL	66185	MCDEVITTS	ATLAS SERVICE CENTER INC	825.74
05/07/2026	POOL	66186	BAXTER	BAXTER & WOODMAN INC	46,895.67
05/07/2026	POOL	66187	BTM001	BOUND TREE MEDICAL LLC	397.38
05/07/2026	POOL	66188	CENTURYL	CENTURYLINK	1.41
05/07/2026	POOL	66189	CORE	CORE & MAIN LP	9,431.75
05/07/2026	POOL	66190	GENERAL	GENERAL CODE	1,045.00
05/07/2026	POOL	66191	NAP002	GENUINE PARTS COMPANY INC	221.37
05/07/2026	POOL	66192	STO001	GEORGE STONER	17.60
05/07/2026	POOL	66193	JEF001	JEFFERSON FIRE & SAFETY INC	4,387.00
05/07/2026	POOL	66194	SOR001	JOHN E SORENSEN	77.65
05/07/2026	POOL	66195	KENCNTIT	KENOSHA COUNTY INFORMATION	34,349.13
05/07/2026	POOL	66196	KEN002	KENOSHA COUNTY TREASURER	1,738.08
05/07/2026	POOL	66197	ACEHARDWAR	KENOSHA HADWARE NORTH LLC	24.95
05/07/2026	POOL	66198	KWU001	KENOSHA WATER UTILITY	37,659.85
05/07/2026	POOL	66199	MLBULB	MILWAUKEE LIGHT BULB	251.88
05/07/2026	POOL	66200	MUELLERCOM	MUELLER COMMUNICATIONS LLC	8,146.72
05/07/2026	POOL	66201	MUNILAW	MUNICIPAL LAW & LITIGATION GROUP SC	5,261.70
05/07/2026	POOL	66202	PAT001	PATS SERVICES INC	5,221.25
05/07/2026	POOL	66203	QUADIENT	QUADIENT FINANCE USA INC	2,107.55
05/07/2026	POOL	66204	QUADIENTLE	QUADIENT LEASING USA INC	214.68
05/07/2026	POOL	66205	RICOHUSA	RICOH USA, INC	575.54
05/07/2026	POOL	66206	SKK001	SEYMOUR KREMER KOCH LLP	1,472.20
05/07/2026	POOL	66207	PEREZT	TERESA PEREZ	400.00
05/07/2026	POOL	66208	THOMASOUT	THOMAS OUTDOOR SUPPLY	120.75
05/07/2026	POOL	66209	WEE001	WE ENERGIES	162.07
05/07/2026	POOL	66210	WEE002	WE ENERGIES	82.68
05/07/2026	POOL	66211	WELDSTAR	WELDSTAR COMPANY	252.43
05/07/2026	POOL	66212	WBURNETTE	WENDY BURNETTE	153.56
05/07/2026	POOL	66213	WICOURT	WI COURT FINES & SURCHARGES	6,037.06
05/07/2026	POOL	66214	WAM001	WILLIAM A MORRIS	149.42

POOL TOTALS:

Total of 38 Checks:	170,897.78
Less 0 Void Checks:	0.00
Total of 38 Disbursements:	170,897.78

05/06/2026 10:27 AM

User: HKRUK

DB: Somers

CHECK REGISTER FOR VILLAGE OF SOMERS
CHECK DATE FROM 05/06/2026 - 05/06/2026

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Check Date	Bank	Check	Vendor	Vendor Name	Amount
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Bank POOL POOLED CASH

05/06/2026	POOL	66179	CANADA001	SOO LINE RAILROAD COMPANY	9,375.00
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POOL TOTALS:

Total of 1 Checks:	9,375.00
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Less 0 Void Checks:	0.00
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Total of 1 Disbursements:	9,375.00
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Village of Somers			
ACH payments and checks from Payroll system during the month of April 2026			
DATE	CHECK#	PAYABLE TO	AMOUNT
4/1/2026	ACH	DEPOSIT ITEM RETURNED CK#1039	\$ 205.71
4/2/2026	ACH	PNP BILLPAYMENT	\$ 174.00
4/3/2026	ACH	SOMERS PAYROLL	\$ 82,555.30
4/3/2026	EFT1426	INTERNAL REVENUE SERVICE	\$ 29,694.72
4/3/2026	EFT1427	WI DEPT. OF REVENUE	\$ 4,928.85
4/3/2026	EFT1428	IL DEPT OF REVENUE	\$ 222.21
4/3/2026	EFT1429	WISCONSIN DEFERRED COMP	\$ 2,773.49
4/3/2026	EFT1430	WI SCTF	\$ 219.23
4/3/2026	EFT1431	SOMERS FIRE FIGHTERS	\$ 600.00
4/3/2026	66039	BRIGHTHOUSE FINANCIAL	\$ 215.00
4/9/2026	ACH	DEPOSIT ADJ CK#3798 185.40 S/B 185.00	\$ 0.40
4/13/2026	ACH	ANALYSIS LOSS FEE/MISC FEE	\$ 631.44
4/13/2026	ACH	PNP BILLPAYMENT	\$ 95.00
4/14/2026	ACH	DEBIT MEMO DEP 53,120.25 S/B 53,120.24	\$ 0.01
4/17/2026	ACH	PNP BILLPAYMENT	\$ 128.80
4/17/2026	ACH	SOMERS PAYROLL	\$ 83,226.13
4/17/2026	EFT1432	INTERNAL REVENUE SERVICE	\$ 29,723.97
4/17/2026	EFT1433	WI DEPT. OF REVENUE	\$ 4,970.83
4/17/2026	EFT1434	IL DEPT OF REVENUE	\$ 222.21
4/17/2026	EFT1435	WISCONSIN DEFERRED COMP	\$ 2,715.84
4/17/2026	EFT1436	WI SCTF	\$ 219.23
4/17/2026	EFT1437	SOMERS FIRE FIGHTERS	\$ 650.00
4/17/2026	EFT1438	WI EMPLOYEE TRUST FUNDS	\$ 41,554.95
4/17/2026	EFT1439	AFLAC INSURANCE	\$ 212.80
4/17/2026	EFT1440	EMPLOYEE TRUST FUNDS	\$ 61,406.94
4/17/2026	EFT1441	METLIFE VISION	\$ 155.84
4/17/2026	EFT1442	DELTA DENTAL	\$ 3,437.75
4/17/2026	EFT1443	DELTA DENTAL	\$ 324.74
4/17/2026	EFT1444	LIBERTY NATIONAL	\$ 1,523.92
4/17/2026	66093	MIRANDA, SAMANTHA	\$ 44.32
4/17/2026	66094	SECURIAN FINANCIAL GROUP, INC	\$ 877.51
4/17/2026	66095	SECURIAN FINANCIAL GROUP, INC	\$ 69.56
4/17/2026	66096	BRIGHTHOUSE FINANCIAL	\$ 215.00
4/20/2026	ACH	DEPOSIT ITEM RETURNED CK#1044	\$ 152.40
4/20/2026	ACH	DEPOSIT ITEM RETURNED CK#3229	\$ 186.00
4/22/2026	ACH	PNP BILLPAYMENT	\$ 98.80
4/23/2026	ACH	PNP BILLPAYMENT	\$ 273.20
		TOTAL	\$ 354,706.10
		2026 LOAN PAYMENTS & AGENT FEES	
4/22/2026	ACH	TRI-CITY LOAN PMT (2022AGO)	\$ 16,021.49
4/22/2026	ACH	WIRE TRANSFER - JP MORGAN CHASE (2015A)	\$ 1,131,706.25
4/22/2026	ACH	WIRE TRANSFER - BTSC PAYING AGENT (2016B)	\$ 118,900.00
4/22/2026	ACH	WIRE TRANSFER - BTSC PAYING AGENT (2017A)	\$ 154,500.00
4/22/2026	ACH	WIRE TRANSFER - BTSC PAYING AGENT (2020A)	\$ 242,350.00
4/22/2026	ACH	WIRE TRANSFER - BTSC PAYING AGENT (2017B)	\$ 246,712.50
4/22/2026	ACH	WIRE TRANSFER - BTSC PAYING AGENT (2016A)	\$ 347,615.63
4/22/2026	ACH	WIRE TRANSFER - BTSC PAYING AGENT FEE (2016A)	\$ 400.00
4/22/2026	ACH	WIRE TRANSFER - BTSC PAYING AGENT FEE (2016B)	\$ 400.00
4/22/2026	ACH	WIRE TRANSFER - BTSC PAYING AGENT FEE (2017A)	\$ 400.00
4/22/2026	ACH	WIRE TRANSFER - BTSC PAYING AGENT FEE (2017B)	\$ 400.00
4/22/2026	ACH	WIRE TRANSFER - BTSC PAYING AGENT FEE (2020A)	\$ 400.00
		TOTAL	\$ 2,259,805.87
		TID#10 REFUND TO OVERLYING DISTRICTS	
4/22/2026	ACH	WIRE TRANSFER - VILLAGE - KUSD	\$ 25,454.00
4/22/2026	ACH	WIRE TRANSFER - VILLAGE - GATEWAY	\$ 2,839.00
4/22/2026	ACH	WIRE TRANSFER - PARIS SCHOOL	\$ 176.00
4/22/2026	ACH	WIRE TRANSFER - CENTRAL HIGH	\$ 247.00
4/22/2026	ACH	WIRE TRANSFER - VILLAGE - COUNTY	\$ 17,177.00
		TOTAL	\$ 45,893.00

2026 VILLAGE OF SOMERS MONTHLY INVESTMENT INCOME

MARCH	STATE BANK (WIN TRUST)	SCHWAB	EHLERS	LGIP-V	LGIP-T	TRI-CITY	TOTALS
INTEREST	\$ 13,525.04	\$ 21.32	\$ 414.49	\$ 26,962.60	\$ 2,275.97	\$ 55,486.75	\$ 98,686.17
							\$ -
TOTAL INCOME	\$ 13,525.04	\$ 21.32	\$ 414.49	\$ 26,962.60	\$ 2,275.97	\$ 55,486.75	\$ 98,686.17

MARCH	STATE BANK (WIN TRUST)	SCHWAB	EHLERS	LGIP-V	LGIP-T	TRI-CITY	TOTALS
ENDING BALANCES	\$ 4,038,212.07	\$ 4,916,219.34	\$ 155,872.41	\$ 8,637,688.52	\$ 731,541.69	\$ 18,040,576.21	\$ 36,520,110.24

*T-Bill MD6-Cell Tower
\$ 508,000.00

MARCH	STATE BANK (WIN TRUST)	SCHWAB	EHLERS	LGIP-V	LGIP-T	TRI-CITY
INTEREST RATE	3.83%	3.79%-Average	3.14%	3.69%	3.69%	3.625%

MARCH	STATE BANK (WIN TRUST)	SCHWAB	EHLERS	LGIP-V	LGIP-T	TRI-CITY	TOTALS	PROJECTED FOR YEAR END
Year to date GF	\$ 14,749.21	\$ 11,593.59	\$ -	Included in Tri-City Interest	\$ 6,592.57	\$ 103,833.93	\$ 136,769.30	\$ 410,000.00
Year to date all Funds	\$ 38,111.65	\$ 29,957.60	\$ 1,464.12	\$ 78,190.17	\$ 6,592.57	\$ 174,188.32	\$ 328,504.43	\$ 900,000.00
GF INTEREST PERCENTAGE	38.70%	38.70%		Included in Tri-City Interest	100%	41%		

LGIP = Local Government Investment Pool
V = Village
T = Town
Ehlers= 2023 borrowing for CIP
GF = General Fund

FEES

MARCH	EHLERS	YEAR TO DATE
	\$ 29.78	\$ 315.12
		\$ -
	\$ 29.78	315.12

Accrued Interest

MARCH	EHLERS- BORROWING
	\$ -
	\$ -



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

MEETING DATE: May 12, 2026

TO: Village President Stoner and Village Trustees

PREPARED BY: Kevin Poirier, Assistant Administrator

AGENDA ITEM: #7 Discussion and Action on awarding bid for 2026 Roadway Improvements Program (Valley View Subdivision) to Payne & Dolan in the amount of \$571,571.00

BACKGROUND:

The 2026 paving project includes repaving the Valley View Subdivision. The existing pavement is 36 years old with an average Pavement Surface Evaluation and Rating (PASER) of 2, indicating severe deterioration and structural failure throughout the subdivision. The existing asphalt will be pulverized and relayed, driveways will be removals and replacements 8 feet from the road edge and sanitary manhole adjustments.

The project was put out to bid. On May 7, the Village received two bids:

Bidders	Amount
Payne & Dolan, Inc. I	\$571,571.00
Stark Pavement Corporation	\$713,713.00.

Engineer Biwer has reviewed the bids and recommends awarding the bid to Payne & Dolan, Inc. in the amount of \$571,571.00.

FINANCIAL OR BUDGET CONSIDERATION:

The Capital Improvement Project was estimated to cost \$779,000.00 when approved by the Board. Of the project, \$143,268 will come from the balance of the 2-year borrowing, the rest is paid from cash reserves and utility funds.

For the first time in years, the Village applied for state grants for paving. Public Works Utilities Manager Fugate's Local Roads Improvement Program (LRIP) application was approved, lowering the Village's cost.

Since the bid came in lower than estimated, the Village will be able to keep \$463,602.42 in General Fund reserves.

Payment will be as follows:

2023A Borrowing:	\$143,268.00
Sewer Fund	\$ 48,300.00
Stormwater Fund	\$ 30,575.00
Local Roads Improvement Program	\$ 34,030.42
From Cash	\$315,397.58
Total	\$571,571.00

OTHER CONSIDERATION

In light of the fact that the bid came in substantially lower than anticipated, Staff is suggesting advancing a small additional paving project planned for the next few years. If the project addition stays under a 15 percent increase, it can be done through a Change Order.

Alternatively, the Board could choose to use the budgeted funds for a larger additional paving project.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

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

“Motion to award bid received for the 2026 Roadway Improvements Program (ValleyView Subdivision) to Payne & Dolan in the amount of \$571,571.00”

ATTACHMENTS:

Engineer Biwer’s Recommendation letter

LRIP award letter

May 7, 2026

Village President and Board Members
Village of Somers
7511 12th Street
Somers, WI 53171

Subject: Village of Somers – 2026 Roadway Improvements

Dear Village President and Board Members:

The following bids were received for the 2026 Roadway Improvements Project on May 7, 2026, at 10:00 am.

<u>Bidders</u>	<u>Amount of Bid</u>
Payne & Dolan, Inc. Kenosha, WI	\$571,571.00
Stark Pavement Corporation Brookfield, WI	\$713,713.00

After analyzing the bids, we find Payne & Dolan, Inc. to be the lowest responsive and responsible bidder. Due to our past working relationship with Payne & Dolan, Inc., we feel they are able to complete the Project.

We recommend award of the Contract to Payne & Dolan, Inc. in the amount of \$571,571.00.

Please advise us of your decision. Enclosed is a copy of the Bid Tabulation.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Brett D. Biver, PE

Encs.

C: Jim Hurley, Village Administrator
Kevin Poirier, Assistant Administrator
Wendy Burnette, Clerk-Treasurer
Doug Snyder, P.E., Baxter & Woodman, Inc.

P:\SOMEV\2600188-2026 Roadway Improvements\Bidding\2600188.00_RecommendationLetter.docx

Village of Somers, Wisconsin
2026 Roadway Improvements

Bid Date/Time: May 7, 2026 @ 10:00 AM
Engineer's Job No. 2600188.00

				Payne & Dolan, Inc.		Stark Pavement Corporation	
No.	Item	Quantity	Unit	Unit Price	Total	Unit Price	Total
1	MOBILIZATION	1	LSUM	\$ 18,868.18	\$ 18,868.18	\$ 31,955.84	\$ 31,955.84
2	CONSTRUCTION LAYOUT AND STAKING	1	LSUM	\$ 5,000.00	\$ 5,000.00	\$ 15,000.00	\$ 15,000.00
3	PULVERIZE ASPHALTIC PAVEMENT- FULL DEPTH	11,841	SY	\$ 1.40	\$ 16,577.40	\$ 5.60	\$ 66,309.60
4	ASPHALTIC SURFACE REMOVAL - FULL DEPTH MILLING	5,297	SY	\$ 2.00	\$ 10,594.00	\$ 4.50	\$ 23,836.50
5	CULVERT REMOVAL AND REPLACEMENT - 12-INCH	53	LF	\$ 125.00	\$ 6,625.00	\$ 100.00	\$ 5,300.00
6	CULVERT REMOVAL AND REPLACEMENT - 15-INCH	140	LF	\$ 125.00	\$ 17,500.00	\$ 100.00	\$ 14,000.00
7	ASPHALT DRIVEWAY REMOVAL	1,695	SY	\$ 12.00	\$ 20,340.00	\$ 12.00	\$ 20,340.00
8	CONCRETE DRIVEWAY REMOVAL	151	SY	\$ 12.00	\$ 1,812.00	\$ 15.00	\$ 2,265.00
9	BASE REPAIR - 1 1/4-INCH BASE AGG. DENSE	127	TON	\$ 38.00	\$ 4,826.00	\$ 56.00	\$ 7,112.00
10	SANITARY MH FRAME ADJUSTMENT	21	EACH	\$ 2,300.00	\$ 48,300.00	\$ 2,500.00	\$ 52,500.00
11	PCC CURB AND GUTTER REMOVAL AND REPLACEMENT	40	LF	\$ 100.00	\$ 4,000.00	\$ 100.00	\$ 4,000.00
12	CRUSHED LIMESTONE DRIVEWAY	1	LSUM	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 2,000.00
13	HMA PAVEMENT - 3LT 2-1/4-INCH BINDER	17,138	SY	\$ 9.54	\$ 163,496.52	\$ 10.50	\$ 179,949.00
14	HMA PAVEMENT - 4LT 1-3/4-INCH SURFACE	17,138	SY	\$ 8.35	\$ 143,102.30	\$ 8.50	\$ 145,673.00
15	ASPHALT DRIVEWAY 3-INCH	1,846	SY	\$ 24.50	\$ 45,227.00	\$ 31.31	\$ 57,798.26
16	MARKING LINE EPOXY 4-INCH YELLOW	2,842	LF	\$ 1.02	\$ 2,898.84	\$ 1.10	\$ 3,126.20
17	MARKING LINE EPOXY 4-INCH WHITE	1,143	LF	\$ 1.02	\$ 1,165.86	\$ 1.10	\$ 1,257.30
18	MARKING LINE EPOXY 8-INCH	82	LF	\$ 2.75	\$ 225.50	\$ 2.90	\$ 237.80
19	MARKING ARROW EPOXY	4	EACH	\$ 550.00	\$ 2,200.00	\$ 612.00	\$ 2,448.00
20	CRUSHED LIMESTONE SHOULDER	7,887	LF	\$ 5.20	\$ 41,012.40	\$ 3.50	\$ 27,604.50
21	LAWN RESTORATION	1	LSUM	\$ 4,500.00	\$ 4,500.00	\$ 30,000.00	\$ 30,000.00
22	TRAFFIC CONTROL AND PROTECTION	1	LSUM	\$ 9,350.00	\$ 9,350.00	\$ 20,000.00	\$ 20,000.00
23	CULVERT EXTENSION, 12-INCH CMP	10	LF	\$ 245.00	\$ 2,450.00	\$ 100.00	\$ 1,000.00
	TOTALS				\$ 571,571.00		\$ 713,713.00



2026 - 2027

Local Roads Improvement Program (LRIP)
State Municipal Project Agreement

Date:	April 29, 2026	Program Type:	MSILT
LRIP Project Number:	19875	CVT:	30182
County:	Kenosha	Project ID:	39508802704
Recipient:	Village of Somers	Appropriation:	27800
		Account:	8700140

The signatory city, village, town or county, hereinafter called the Municipality, through its duly authorized officers or officials via the signed LRIP application form and terms and conditions, and the State of Wisconsin Department of Transportation, hereinafter called the State, enter into this agreement, hereinafter called the Agreement, to accomplish the described project, hereinafter called the Project.

The authority for the Municipality and the State to enter into this agreement is provided by the *Wisconsin Administrative Code TRANS 206.03(12)*.

Improvement Type:	Pavement Replacement	Intended Construction Year:	2027
Surface Type:	70 - Hot Mix Asphalt Pavement (HMAC)		

On Route 1:	45th St	Additional Locations are displayed on Page 2
At Route:	STH 31 (Termini)	
Toward Route:	64th Ave (Termini)	
Structure	None	
Section Length	1268 ft	

Need for Improvement:	Severe Asphalt Deterioration
Other Work:	Adjust manholes, Pavement marking, Undercutting

Thickness	Travel Width (Per Lane)	Left Shoulder	Curb & Gutter	Right Shoulder	Curb & Gutter
4.00 in	18 ft 0 in	7 ft 0 in	N	0 ft 0 in	Y

Project Cost Summary	Estimated Costs	LRIP/State Funds	Municipal Funds (includes ineligible costs)
Engineering:	\$69,100.00		
Right-of-Way Acquisition:	\$0.00		
Construction:	\$794,650.00		
Total Eligible Costs:	\$863,750.00		
Total Ineligible Costs	\$0.00		

Total Improvement Costs:	\$863,750.00	\$34,030.42	\$829,719.58
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This request is subject to the terms and conditions agreed to at the time of application for the designated MUNICIPALITY and upon acceptance by the STATE, per signature below, shall constitute agreement between the MUNICIPALITY and the STATE.

Accepted for the State of Wisconsin, Department of Transportation:

By:	Merrill Mechler-Hickson	April 29, 2026
	Local Transportation Programs and Finance	Date

2026 - 2027
Local Roads Improvement Program (LRIP)
State Municipal Project Agreement

Additional Locations:

On Route 2: **64th Ave**
At Route: **45th St (Termini)**
Toward Route: **50th St (Termini)**
Section Length **1742 ft**

Need for Improvement: **Severe Asphalt Deterioration**

Other Work: **Adjust manholes, Culverts, Driveway joints, Undercutting**

Thickness	Travel Width (Per Lane)	Left Shoulder	Curb & Gutter	Right Shoulder	Curb & Gutter
4.00 in	10 ft 0 in	2 ft 0 in	N	2 ft 0 in	N

On Route 3: **63rd Ave**
At Route: **45th St (Break)**
Toward Route: **50th St (Termini)**
Section Length **1742 ft**

Need for Improvement: **Severe Asphalt Deterioration**

Other Work: **Adjust manholes, Culverts, Driveway joints, Undercutting**

Thickness	Travel Width (Per Lane)	Left Shoulder	Curb & Gutter	Right Shoulder	Curb & Gutter
4.00 in	10 ft 0 in	2 ft 0 in	N	2 ft 0 in	N

On Route 4: **48th St**
At Route: **64th Ave (Termini)**
Toward Route: **63rd Ave (Termini)**
Section Length **528 ft**

Need for Improvement: **Severe Asphalt Deterioration**

Other Work: **Adjust manholes, Culverts, Driveway joints, Undercutting**

Thickness	Travel Width (Per Lane)	Left Shoulder	Curb & Gutter	Right Shoulder	Curb & Gutter
4.00 in	9 ft 0 in	2 ft 0 in	N	2 ft 0 in	N

On Route 5: **46th Pl**
At Route: **63rd Ave (Termini)**
Toward Route: **46th Pl (Termini)**
Section Length **211 ft**

Need for Improvement: **Severe Asphalt Deterioration**

Other Work: **Adjust manholes, Culverts, Driveway joints, Undercutting**

Thickness	Travel Width (Per Lane)	Left Shoulder	Curb & Gutter	Right Shoulder	Curb & Gutter
4.00 in	9 ft 0 in	2 ft 0 in	N	2 ft 0 in	N

On Route 6: **50th St**
At Route: **64th Ave (Termini)**
Toward Route: **STH 31 (Termini)**
Section Length **898 ft**

Need for Improvement: **Severe Asphalt Deterioration**

Other Work: **Culverts, Adjust manholes, Undercutting, Driveway joints**

Thickness	Travel Width (Per Lane)	Left Shoulder	Curb & Gutter	Right Shoulder	Curb & Gutter
4.00 in	9 ft 0 in	2 ft 0 in	N	2 ft 0 in	N

2026 - 2027
Local Roads Improvement Program (LRIP)
State Municipal Project Agreement

Project Funding						
Funding Type	From Project	Program Type	Biennium	Sunset Date	Approved Amount	Date
New Biennium Project	N/A	MSILT	2026 - 2027	June 30, 2031	\$34,030.42	April 29, 2026
				Total	\$34,030.42	

2026 - 2027
Local Roads Improvement Program (LRIP)
State Municipal Project Agreement

Terms and Conditions

1. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
2. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.
3. Contract modification: This Agreement can only be modified by written instruments duly executed by both parties. No term or provision of neither this Agreement nor any of its attachments may be changed, waived or terminated orally.
4. Binding effects: All terms of this Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third-party enforcement rights.
5. Choice of law and forum: This Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties hereby expressly agree that the terms contained herein are enforceable by an action in the Circuit Court of Dane County, Wisconsin.
6. Non-appropriation of funds: With respect to any payment required to be made by the State under this Agreement, the parties acknowledge the State's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Wisconsin Legislature. If such funds are not so appropriated, either the Municipality or the State may terminate this Agreement after providing written notice not less than thirty (30) days before the termination is to take effect. (Reference 66 OAG 408; State ex rel. LaFollette v. Reuter, 36 Wis. 2d 96, 119 [1967])
7. The initiation and accomplishment of the Project will be subject to the applicable federal, state and local laws, administrative policy and program rules, ordinances, standards, and contract bidding requirements. Please note that if any portion of a Project is funded using federal funds, the entire Project will be subject to federal requirements. Any federally-funded portion of the Project is not eligible for reimbursement under this Agreement.
8. The construction of the Project will be in accordance with the appropriate standards unless an exception to standards is granted by the State prior to construction. The entire cost of the Project not constructed to standards will be the responsibility of the Municipality unless such exception is explicitly granted in writing by the State.
9. The Municipality will assume all responsibility for complying with all applicable environmental requirements for the Project.
10. The work, which is eligible for State participation, will be administered by the Municipality.
11. The Municipality agrees to comply with the relevant applicable statutes governing advertisements for bids. The Municipality is encouraged to advertise for greater than the minimum requirements to provide the widest possible coverage. The Municipality shall provide the State information regarding the source where the LRIP bid advertisements can be located no less than seven (7) days prior to the first week of advertisement. The Municipality must keep records of publication in the project file. All Municipal contracts for this Project will be let by competitive bid and awarded to the lowest responsible bidder in accordance with the provisions of Wis. Stat. § 86.31(2) and all other Municipal bidding requirements.
12. State financing will be limited to up to 90 percent (90%) participation for eligible items for Supplemental projects and 50 percent (50%) participation for eligible items for Entitlement and Discretionary projects or to the limit approved for the Project - whichever is less.
13. Payments to the Municipality will be made after the Project is completed, and the contractor(s) is/are fully reimbursed.
14. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
15. The Municipality will keep records of the cost of the Project, letting documents, advertising information, itemized invoices, and contractor payment documentation and will have them available for inspection by representatives of the State and will furnish copies when requested.
16. By signing this Agreement, the Municipality certifies the estimated costs are provided in good faith based on information known at the time of the estimate creation and reflects an accurate estimate of anticipated costs.
17. The design and construction of the Project must be certified by a registered professional engineer, if the cost of the Project exceeds \$65,000 per Wis. Stat. § 86.31(2)(e).
18. Federal Single Audits of Local Government Units:
 - a. The Municipality shall have a single organization audit performed by a qualified independent auditor if required to do so under federal law and regulations. (See Federal Circular No. A-133)
 - b. This audit shall be performed in accordance with Federal Circular A-133 issued by the Federal Office of Management and Budget and state single audit guidelines issued by the Wisconsin Department of Administration.

2026 - 2027
Local Roads Improvement Program (LRIP)
State Municipal Project Agreement

- c. The Municipality will keep records of costs of construction, inspection tests and maintenance done by it to enable the State to review the amount and nature of the expenditure for those purposes. Such accounting records and any other related records shall be subject to a project review or audit as directed by the State within ten (10) years of project closing.

19. The Municipality will maintain, at its own cost and expense, all portions of the Project that lie within its jurisdiction and will make provision of such maintenance as long as the road remains open to traffic.

20. In accordance with the State's sunset policy for LRIP projects, the subject improvement must be constructed and submitted for reimbursement within three biennia. The sunset date of the funds is listed in the Project Funding table in this Agreement.

21. Nothing in this Agreement shall be deemed a waiver of the State's Sovereign Immunity.

22. If any part of this Agreement is determined to be invalid, illegal, or unenforceable, such determination shall not affect the validity, legality, or enforceability of any other part of this Agreement and the remaining parts shall be enforced as if such invalid, illegal, or unenforceable part was not contained herein.

23. In connection with the performance of work under this Agreement, the Municipality agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities. The Municipality agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

 X Checking this box indicates that the Preparer is authorized to conduct official business for the Municipality identified below and upon acceptance by the State shall constitute agreement between the Municipality and the State, subject to the terms and conditions above.

Recipient:	Village of Somers	County:	Kenosha	
Head of Government:	GEORGE STONER	Title:	Head of Government	
Preparer:	Josh Fugate	Title:	Public Works Director/Municipal Engineer/Public Works Staff	Date: 04/21/2026
Reviewer:	Gregory Boldt	Title:	County Highway Commissioner	Date: 04/21/2026

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

MEETING DATE: May 12, 2026

TO: Village President Stoner and Village Trustees

PREPARED BY: Joshua Fugate, Utilities Manager

REVIEWED BY: Kevin Poirier, Assistant Administrator

AGENDA ITEM: #8 Action on proposed amendment to the 2026 Capital Improvement Plan (CIP) funds for the purchase of new pumps and delay the “super flush” project.

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.

PRIOR ACTION TAKEN:

This item was reviewed and discussed during the May 5 Village Board Work Session.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

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

“Motion to approve proposed amendment to the 2026 Capital Improvement Plan (CIP) funds for the purchase of new pumps and delay the “super flush” project”

ATTACHMENTS:

Pump Quote

Invoice for pump currently installed

Amended CIP

2026 Consolidated CIP														
Page 1														
					Use of funds									
	2026 total proposed CIP budget	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	Use of carry over funds from previous borrowings
General fund:														
Paving:														
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						37,052		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		-				
		\$0												
	\$806,216	806,216		-	-		88,158	143,268		662,948	-	-	-	-
Public works:														
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	\$2,020								\$2,020				
Camera and installation for yard waste	\$5,500	\$5,500								\$5,500				
2025 Ford 4x4 F550 1-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	-	-	-	-
Parks:														
Tennis Court - BOARD REMOVED ON 11/4/25		-								-	-			
	-	-					-			-	-			
Public Safety:														
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	-	-	-	-
Administration:														
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	-	-	-	-
TOTAL GENERAL FUND	\$2,717,321	2,581,743		-	-		231,647	268,087	-	2,449,234	-	-	-	-
Sewer fund:														
				-						-	-			
				-						-	-			
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				
Super Flush	\$6,000		\$6,000							\$6,000				
TOTAL SEWER FUND	1,816,290		1,816,290	-	-		-	-	-	1,816,290	-	-	-	-
Water fund:														
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				
				-						-				
TOTAL WATER FUND	289,455			289,455	-		-	-	-	289,455	-	-	-	-
Storm water fund:														
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				
TOTAL STORM WATER FUND	254,449			-	254,449		-	-	-	254,449	-	-	-	-
TID#3:														
TOTAL TID #1 FUND	-			-	-	-	-	-	-	-	-	-	-	-
TOTAL	\$5,077,515	2,581,743	1,816,290	289,455	254,449		231,647	268,087	-	4,809,428	-	-	-	-



**VILLAGE OF SOMERS
VILLAGE BOARD MEETING MEMORANDUM**

DATE: May 12, 2026

TO: Village President Stoner and Board of Trustees

PREPARED BY: Jim Hurley, Administrator

REVIEWED BY: Kevin Poirier, Assistant Administrator

AGENDA ITEM: #9 Action on Development Agreement and Declaration of Covenants, Conditions, and Restrictions for the Streets of Maplecrest, Parcel 82-4-222-201-0100. *(For information use only, the property is located at the southwest corner of Highway H and 18th Street).*

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:

At the 5/5 Work Session, Village staff and Home Path presented 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.

5/12/2026 UPDATES

Following the Work Session, the minimum floor areas for single-story side-by-sides increased to 1,000 square feet of finished area, and the first floor of two-story side-by-sides increased to 800 square feet.

COMMENTS:

If the development agreement is approved by the Village Board, then it shall be subject to approval of final plans by the Village Engineer, conditions outline in the Zoning memo dated Jan. 5, 2026, final 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



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: 11-26-25
RPT DATE: 01-05-26
MTG DATE: 01-12-26
RE: The Streets of Maplecrest Preliminary Plat

PROJECT/SITE INFO:

1. Petitioner/Agent: Ken Frank, Home Path Financial Limited Partnership
2. Property Owner: Home Path Financial Limited Partnership
3. Location/Address: 9401 18th Street
4. Tax key Number(s): 82-4-222-201-0100
5. Area: 161.54 acres
6. Existing Zoning: R-5 Urban Single-Family Residential Dist., R-11 Multiple-Family Residential Dist., and PUD Planned Unit Development Overlay Dist.
7. Proposed Zoning: none (zoning change was previously approved by Board on June 11, 2025)
8. Existing Land Use: "Medium-Density Residential", "High-Density Residential", "Nonfarmed Wetland" and "Other Conservancy Land to be Preserved"
9. Proposed Land Use: none (land use plan change was previously approved by Board on June 11, 2025)

PROJECT OVERVIEW:

The Petitioner has submitted for review a preliminary subdivision plat, titled "The Streets of Maplecrest Subdivision", to create a 271-Lot single-family residential subdivision development and a future multi-family development on the former Maplecrest golf course property.

The necessary land use plan amendment and rezoning approvals to allow this type of development have already been approved by the Village Board, on June 10, 2025.

PLANNER COMMENTS:

The submitted preliminary plat, dated November 18, 2025 and prepared by James D. Baker of Manhard Consulting, generally conforms to the requirements found in the Village of Somers Land Division and Platting Control ordinance (Chapter 18). Several items that will need to be added to and revised on the preliminary plat have been indicated in the staff recommendation below. These items, and any other items determined by the Plan Commission and Board, will need to be incorporated into a revised plat for eventual Final Plat approval.

The proposed subdivision will be accessed from the north off of 18th Street, and from the east off of CTH "H" (88th Avenue). Kenosha County Highways has reviewed the proposed preliminary plat and points out that any "C.T.H. L (18TH STREET)" labels be revised as simply "18TH STREET", as CTH L does not continue west past the intersection with CTH H. They also indicate that labels along CTH H (88th AVENUE) indicating "DEDICATED TO THE VILLAGE OF SOMERS FOR PUBLIC ROADWAY" should remove "Village of Somers" since the public roadway is being dedicated to Kenosha County Highways. A note of "DEDICATED TO THE PUBLIC FOR PUBLIC ROAD PURPOSES" would be sufficient.

Lots within the subdivision will be accessed via nine (9) new public streets to be dedicated to the Village of Somers, labelled on the preliminary plat as “Road 1”, “Road 2”, etc.... The Kenosha County Land Information Office is currently in the process of reviewing the proposed road layout as shown on preliminary plat and will be assigning road numbers to be shared with the Petitioner so they can be incorporated into a revised plat.

STAFF RECOMMENDATION:

Should the Plan Commission choose to recommend approval of the proposed preliminary plat, staff would recommend the following:

1. The preliminary plat shall be subject to addressing any comments/conditions provided by Wisconsin Department of Administration – Plat Review.
2. The following items shall be **added** to the face of the preliminary plat:
 - a. Add contours at vertical intervals of not more than two feet where the slope of the ground surface is less than 10% and of not more than five feet where the slope of the ground surface is 10% or more. Elevations shall be marked on such contours based on National Geodetic Datum of 1929 mean sea level.
 - b. Add floodplain limits and the contour line lying a vertical distance of two feet above the elevation of the 100-year recurrence interval flood. Where such data is not available, five feet above the elevation of the maximum flood of record shall be shown.
 - c. Add the location(s) of any delineated wetlands with a note indicating the date of delineation and who performed the delineation.
 - d. Add 15’x15’ vision corner easements to all areas where Village street rights-of-way intersect.
 - e. Add 50’x50’ vision corner easements to all areas where CTH H and Village street rights-of-way intersect.
 - f. Add the owners of record of abutting unplatted lands.
 - g. Add the existing zoning on and adjacent to the proposed subdivision.
 - h. Add soil types, slopes and boundaries as shown on the detailed operational soil survey maps prepared by the U.S.D.A. Soil Conservation Service.
 - i. Add conceptual sanitary sewer, water main and storm sewer layout to the face of the preliminary plat.
 - j. If applicable, identify all proposed phases of the proposed subdivision on the face of the preliminary plat.
 - k. If applicable, locate and identify any proposed development sign easements on the face of the preliminary plat.
 - l. Add a Notes section to the face of the preliminary plat with the following notes:
 - i. This subdivision shall be served by municipal sanitary sewer and municipal water.
 - ii. Proposed floodplain boundary is subject to approval by FEMA and any other applicable review/approval authorities.
 - iii. Principal and accessory structures on Lots located along CTH H shall meet the minimum highway setback of 65’ from the highway ROW.
 - iv. There shall be no further divisions of Lots within this subdivision.
 - v. There shall be no moving of existing homes or structures onto any Lot in this subdivision.
 - vi. Outlot 5 is zoned R-11 and is proposed to be developed with multiple-family residential dwellings.

3. The following items shall be **revised** on the face of the preliminary plat:
 - a. On Sheets 1, 2, and 3, relabel “C.T.H. L (18TH STREET)” as “18TH STREET” (18TH Street is not a County Trunk Highway west of CTH H).
 - b. On Sheets 1, 3, 5, and 7, revise the notes along CTH H that read “DEDICATED TO THE VILLAGE OF SOMERS FOR PUBLIC ROADWAY” to read “DEDICATED TO THE PUBLIC FOR PUBLIC ROAD PURPOSES”.
 - c. On all sheets, consider removing the word “SUBDIVISION” from the title to read “THE STREETS OF MAPLECREST”.
 - d. On all applicable sheets, revise Outlots to be numbered (not lettered).
 - e. On all applicable sheets, revise Lot 272 to be labelled as “Outlot 5”.
 - f. On all applicable sheets, revise all road names per forthcoming road numbering assignment from the Kenosha County Land Information office.
 - g. Per Section 18.27(D)(3) of the Village ordinance, property lines at street intersections shall be revised to be rounded with a minimum radius of 15 feet or of a greater radius when required by the Village Plan Commission. Property line radii at intersections of residential streets with arterial streets or highways shall be determined on an individual basis with a minimum radius of 20 feet.
 - h. Per Section 18.27(C)(2) of the Village ordinance, temporary termination of streets intended to be extended at a later date (i.e. the west end of “ROAD 5” and the south end of “ROAD 6”) shall be constructed with a temporary cul-de-sac or by construction of a temporary "T" 25 feet wide extending to each adjacent right-of-way.
 - i. On Sheet 1, revise the surveyor’s certification to include language certifying that the preliminary plat is a correct representation of all existing land divisions and features and that the plat complies with the provisions of Chapter 18, the Village of Somers Land Division and Platting Control ordinance.
4. Subject to submitting for review a draft of protective covenants whereby the developer intends to regulate land use in the proposed subdivision and otherwise protect the proposed development.
5. Subject to receiving final approval for a stormwater management plan from the Village engineer.



**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. Biwer, P.E.

Project No.: 2500325.00

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

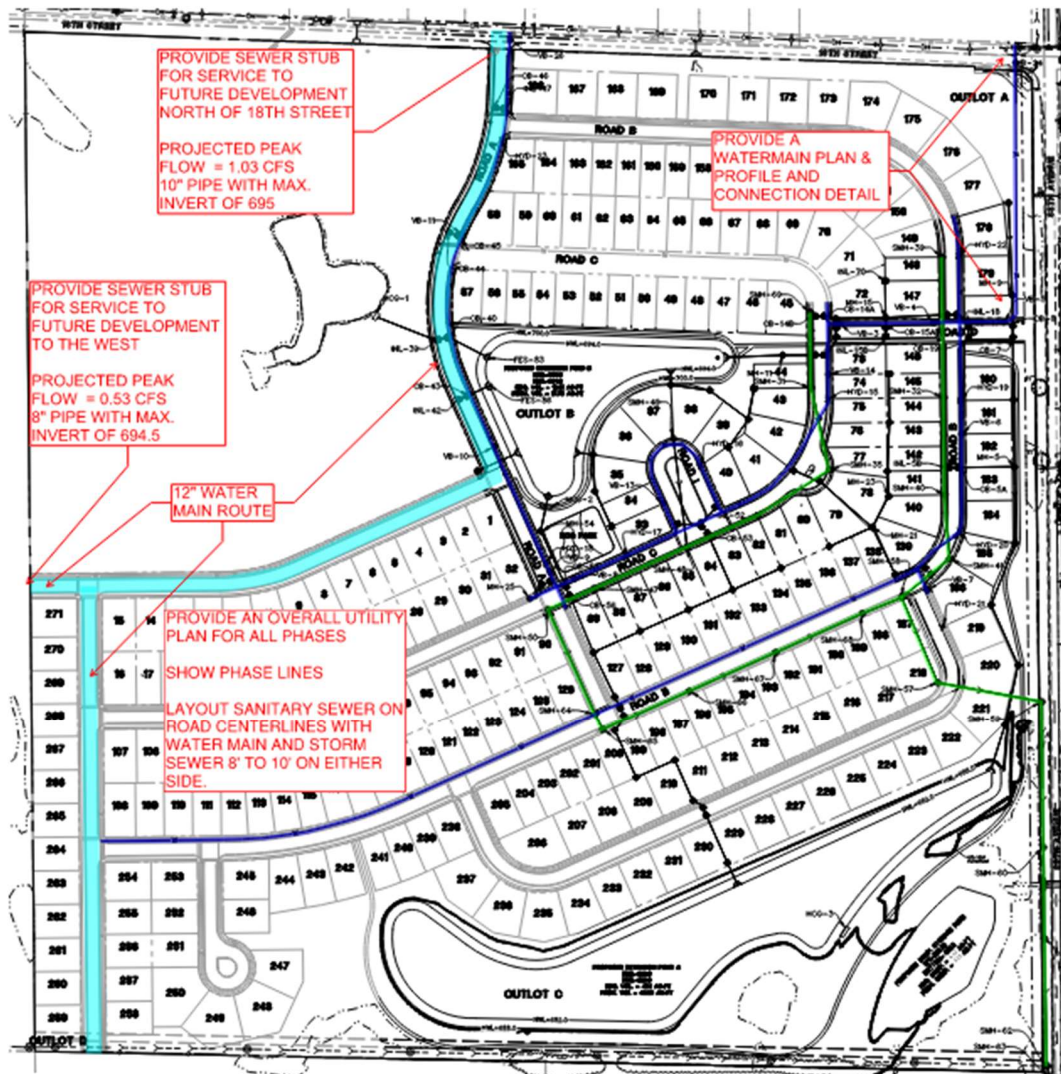
We reviewed the following documents prepared by Manhard Engineering for The Streets of Maplecrest Project:

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

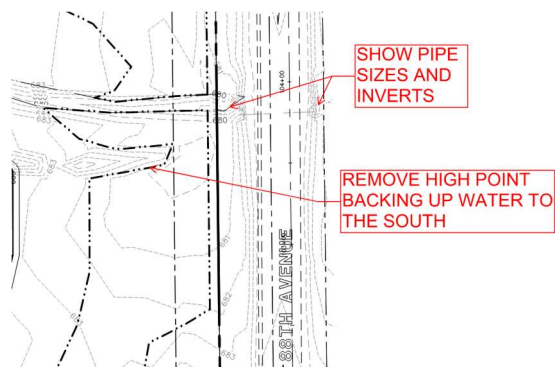
The submittal is considered preliminary and incomplete. The comments below address general concerns and design guidelines:

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 18th Street and 88th 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 18th 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 18th 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 18th 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:

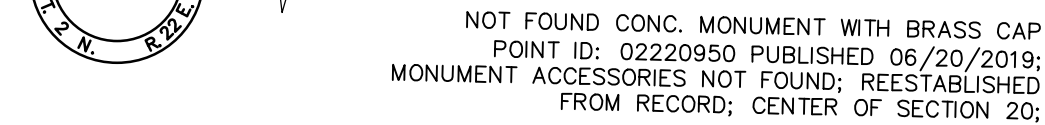
1. Provide a node diagram.
2. Provide a proposed conditions map.
3. What is "Onsite-Depression-I"?
4. Provide an infiltration evaluation.
5. Provide pond routing for required storms.
6. Provide pond and ultimate discharges based on modelled outlet structures and pipes.
7. Verify that the overland flow 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. Biwer, 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

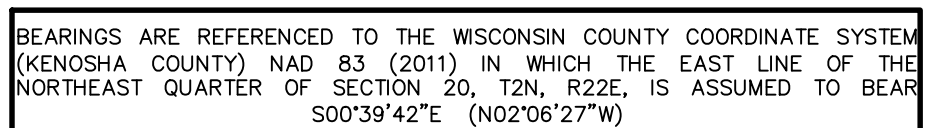
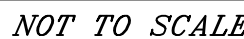
BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 20, TOWN 2 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, SAID LAND BEING IN THE VILLAGE OF SOMERS, COUNTY OF KENOSHA AND STATE OF WISCONSIN.



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 1	OVERALL BOUNDARY
SHEETS 2-7	SUBDIVISION DETAIL & EASEMENTS



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

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

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

PR-1 PARK-RECREATIONAL DISTRICT

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.

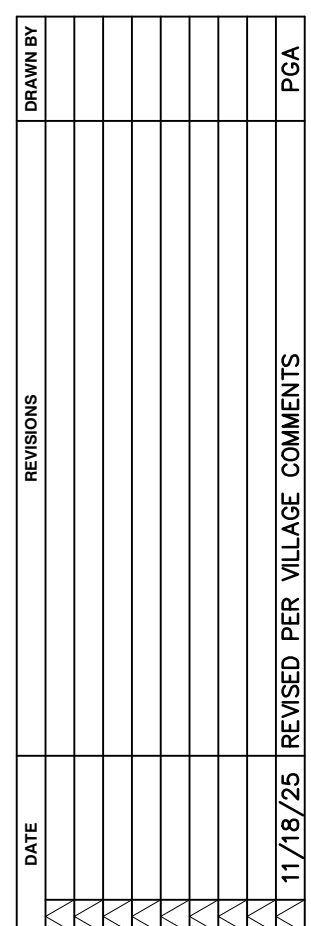
AND THAT THE PLAT IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE SUBDIVISION OF IT AND THAT I HAVE HAS FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATE STATUTES IN SURVEYING, DIVIDING AND MAPPING.

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

FOR REVIEW ONLY

WISCONSIN PROFESSIONAL LAND SURVEYOR

EMAIL ADDRESS: j.baker@MANHARD.CO
LICENSE EXPIRES JANUARY 31, 2026



Manhard
CONSULTING

One Oxford Park, Suite 200, Lincolnwood, IL 60068 p637/834-5520 f637/834-0266 manhard.com

Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

THE STREETS OF MAPLECREST SUBDIVISION

SOMERS, WISCONSIN

PRELIMINARY PLAT OF SUBDIVISION

PROJ. MGR.: JDB
 PROJ. ASSOC.: JID
 DRAWN BY: PGA
 DATE: 09/05/25
 SCALE: 1"=200'

SHEET

1 OF 7

HPFSOW01

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.

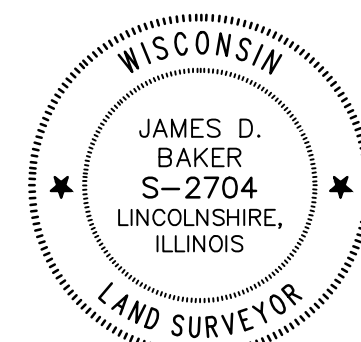
82-4-222-201-0100



Manhard
CONSULTING LTD.
One Oakbrook Place, Suite 200, Lincolnshire, IL 60069
Tel: 815/399-5500 Fax: 815/399-5500
http://www.manhard.com
Civil Engineers • Surveyors • Water-Resource Engineers • Water & Wastewater Engineers

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

SHEET
2 OF 7
HPFSOW01

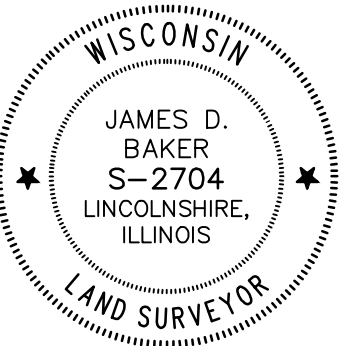
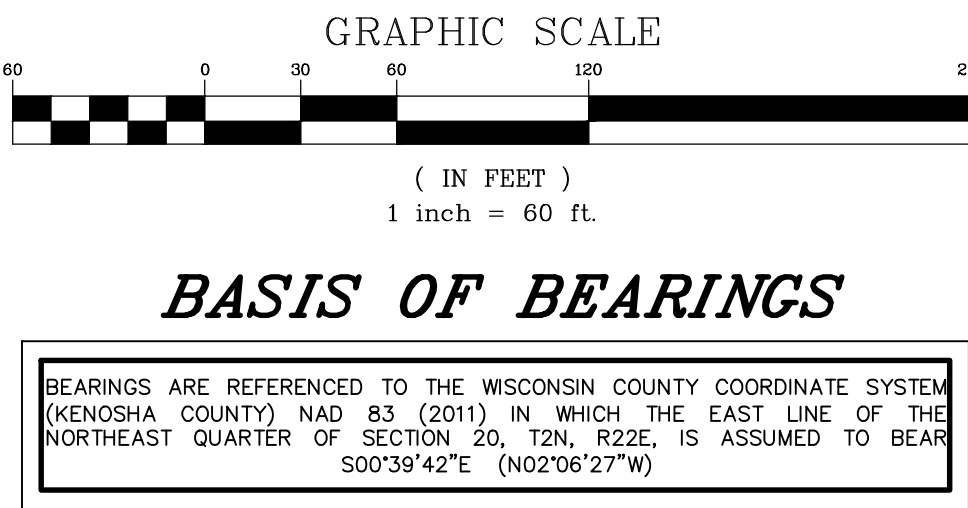


PRELIMINARY PLAT
OF
THE STREETS OF MAPLECREST SUBDIVISION

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



DATE	REVISIONS	REVISIONS PER VILLAGE COMMENTS
11/19/25		

Manhard CONSULTING LTD.
Civil Engineers • Surveyors • Water Resource Engineers • Wetland & Wetwater Engineers • Environmental Scientists • Landscape Architects • Planners

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

PROJ. MGR.: JDB
PROJ. ASSOC.: JDB
DRAWN BY: JDB
DATE: 09/05/25
SCALE: 1"=60'
SHEET
3 OF **7**
HPFSOW01

SEE SHEET 2

SEE SHEET 5

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





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°59'42"E (N02°06'27"W)

[illegible]

Manhard
CONSULTING LTD.

One Empire Court, Suite 280, Lincolnshire, IL 60069
Tel: 630/773-6324 Fax: 630/773-6325
E-mail: info@manhard.com Web: www.manhard.com

Manhard is a leading national firm of environmental scientists, landscape architects, planners, construction managers, environmental managers, and landscape architects.

THE STREETS OF MAPLECREST SUBDIVISION

SOMERS, WISCONSIN

PRELIMINARY PLAT OF SUBDIVISION

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

SHEET

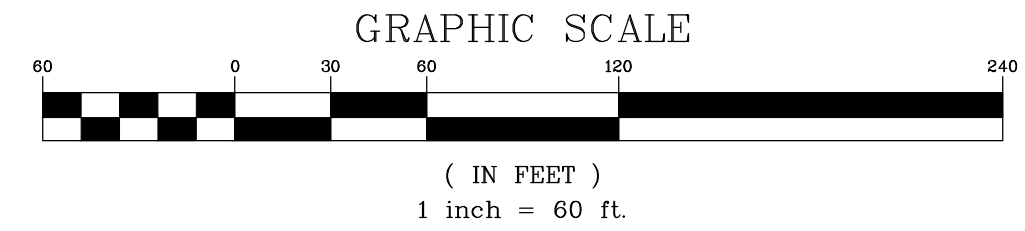
4 OF 7

HPFSOW01

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.

SEE SHEET 7

82-4-222-201-0100



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)

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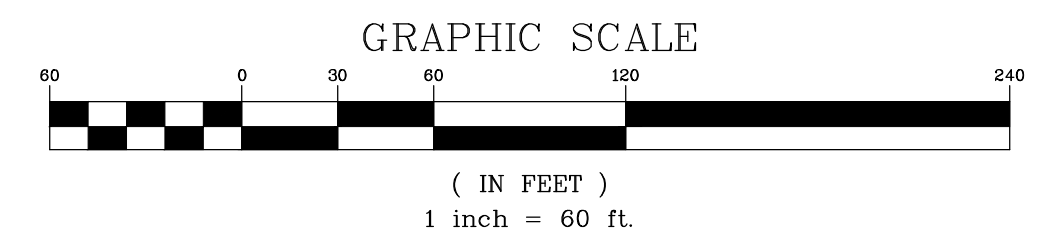
1-800-451-0099
manhard.com

PROJ. MGR.: JDB
PROJ. ASSOC.: JID
DRAWN BY: PGA
DATE: 09/05/25
SCALE: 1"=60'
SHEET
5 OF 7
HPFSOWI01

HPFSOW01

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.

82-4-222-201-0100



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)



UNPLATTED LANDS

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 DRAWN BY: PGA
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 SCALE: 1"=60'

SHEET

6 OF 7

HPFSOW01

November 18, 2025 — 15:44 Dwg Name: P:\Hrfsow01\dwg\Surv\Final Drawings\Plot of Subdivision\Preliminary\Plot\02-05-HPFSOW01-PR.dwg Updated By: ponderson

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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.

PRELIMINARY PLAT

82-4-222-201-0100

SEE SHEET 6

88TH
(PUBLIC)

UNPLATTED LANDS

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)

[illegible]

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SOMERS, WISCONSIN

PRELIMINARY PLAT OF SUBDIVISION

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

SHEET

7 OF 7

HPFSOWI01

A circular professional seal for a Wisconsin Land Surveyor. The outer ring contains the text "WISCONSIN" at the top and "LAND SURVEYOR" at the bottom, separated by two five-pointed stars on the left and right. The center of the seal contains the text "JAMES D. BAKER", "S-2704", "LINCOLNSHIRE, ILLINOIS".

OUTLOT C
1,127,435 S.F.

SET IRON ROD 5/8" ✓

November 18, 2025 - 15:51 Dwg Name: P:\Hpfowski01\dwg\Surv\Final Drawings\Plot of Subdivision\Preliminary Plat\02-05-HPFSOWI01-PR.dwg Updated By: panderson

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43/129

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 R.O.W. 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

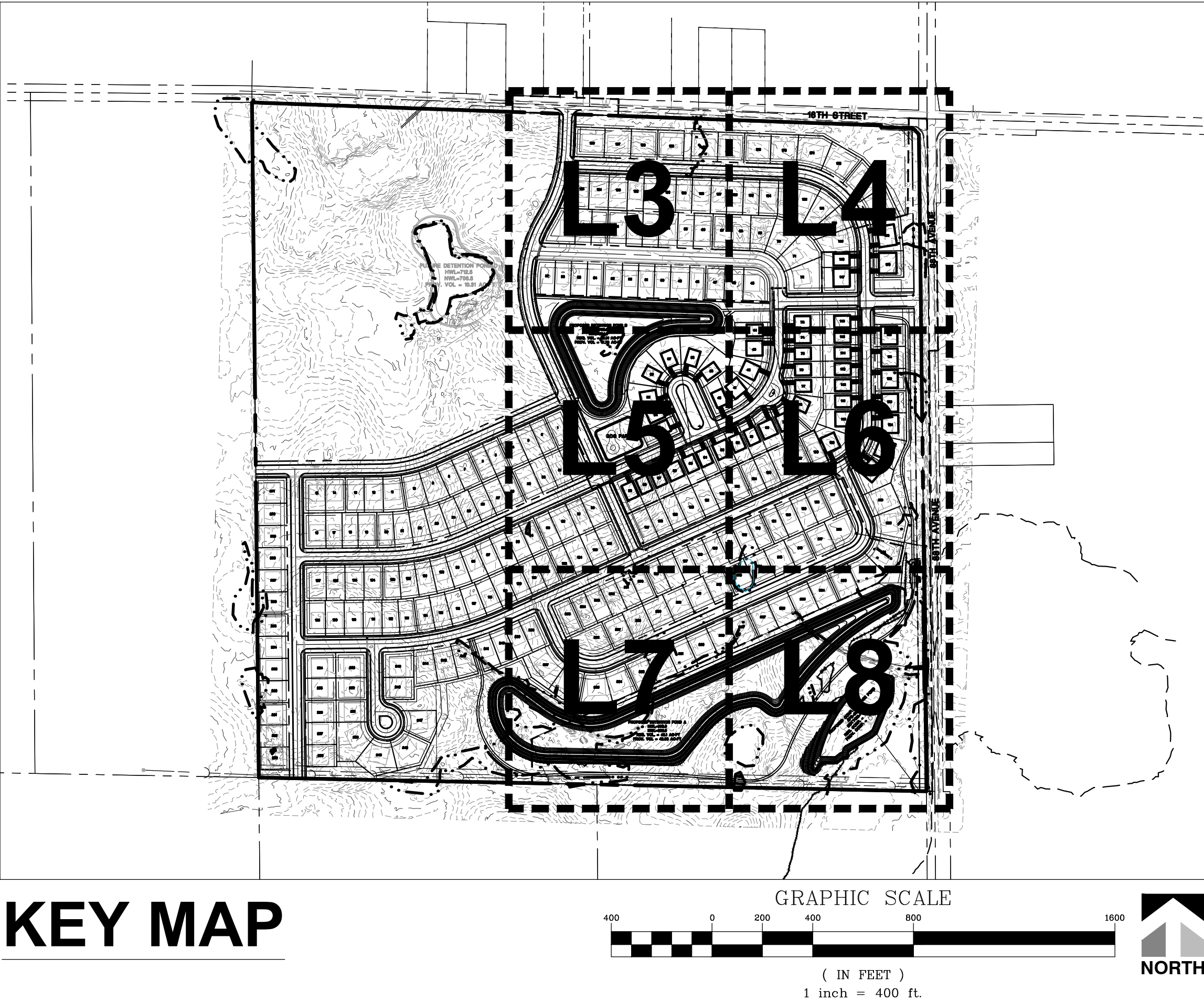
Requirement: Provide appropriate buffers between dissimilar uses. Dumpsters and other trash receptacles shall be screened with solid fencing or walls.

On Plan: Requirement is met.

SINGLE FAMILY REQUIREMENTS

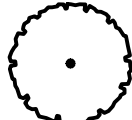
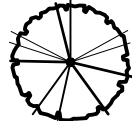
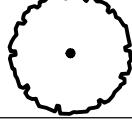
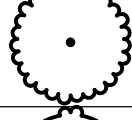
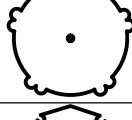
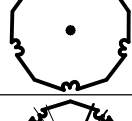
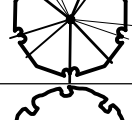
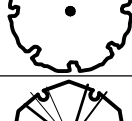
Requirement: The landscaping plan shall be included with the submittal of all preliminary plats to be approved during the platting process by the Village.

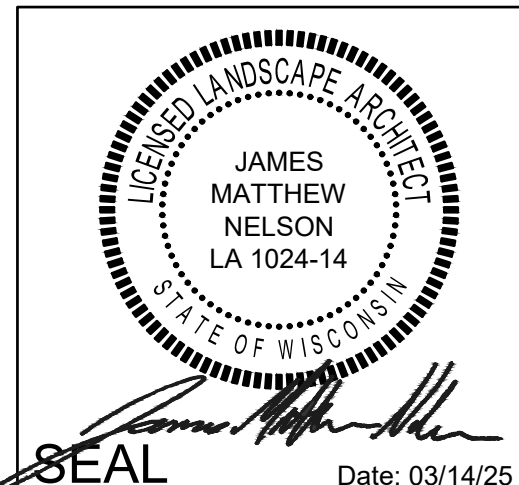
On Plan: Requirement is met.



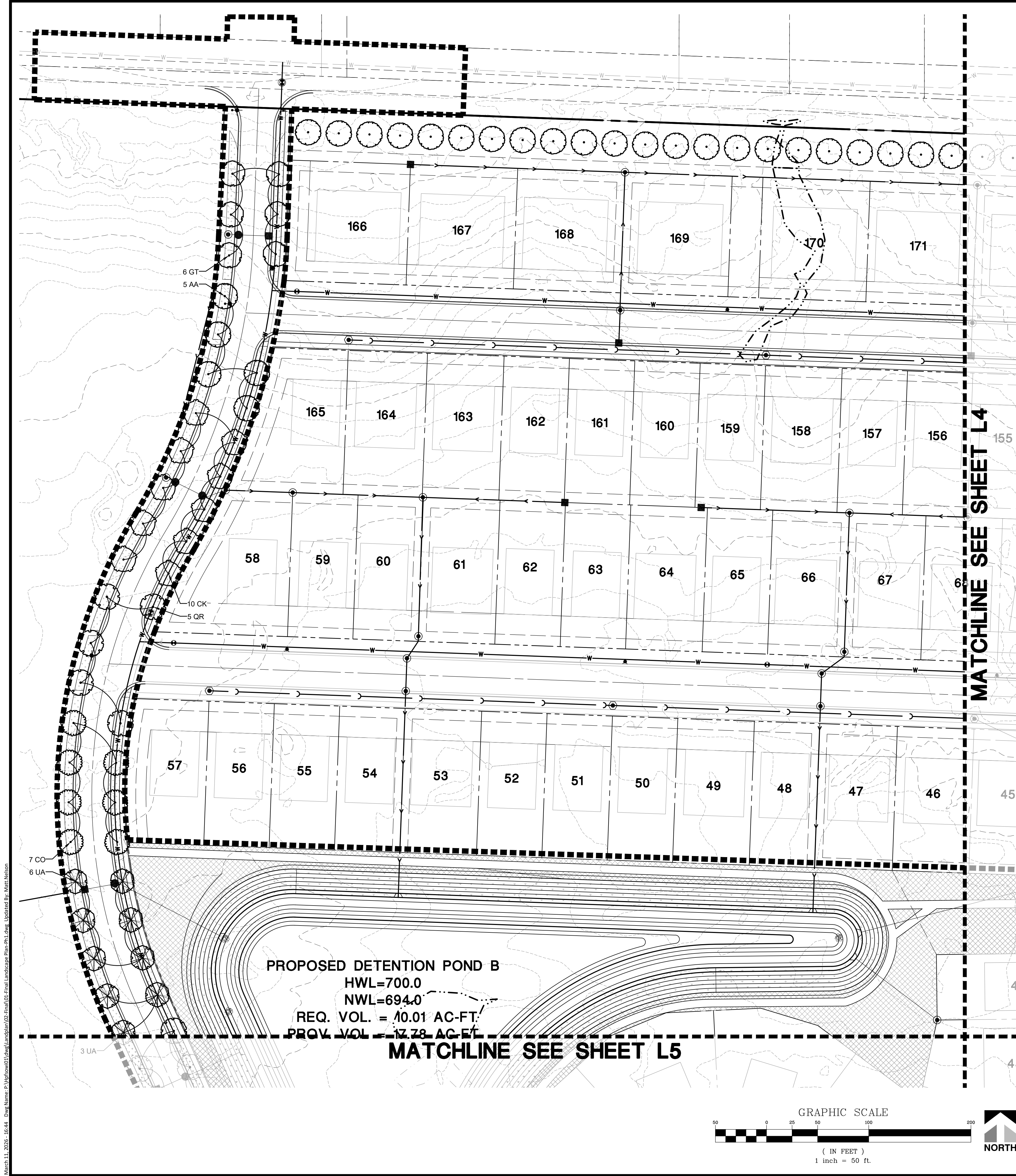
Landscape Notes:

1. 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.
2. Contractor responsible for erosion control in all seeded/ sodded areas.
3. 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.
4. Bedlines are to be spade cut to a minimum depth of 3". Curved bedlines are to be smooth and not segmented.
5. 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.
6. 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.
7. 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.
7. For Unit Price Contracts, payments will be made based on actual quantities installed as measured in place by the Owner's Representative.
8. 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:
 - a. 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,
 - b. 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.
10. 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
11. 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.
12. Contractor shall promptly repair all damages to existing site at no cost to owner.
13. Refer to landscape specifications for additional conditions, standards, and notes.

PLANT SCHEDULE						
SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER
TREES						
		178	PERIMETER SHADE TREE TBD			
DECIDUOUS TREES						
	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 dioica	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
GROUND COVERS						
		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



PLANT SCHEDULE				
SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME
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		178	PERIMETER SHADE TREE TBD	
DECIDUOUS TREES				
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		663,759 sf	NATIVE ECONOMY PRAIRIE SEED MIX	

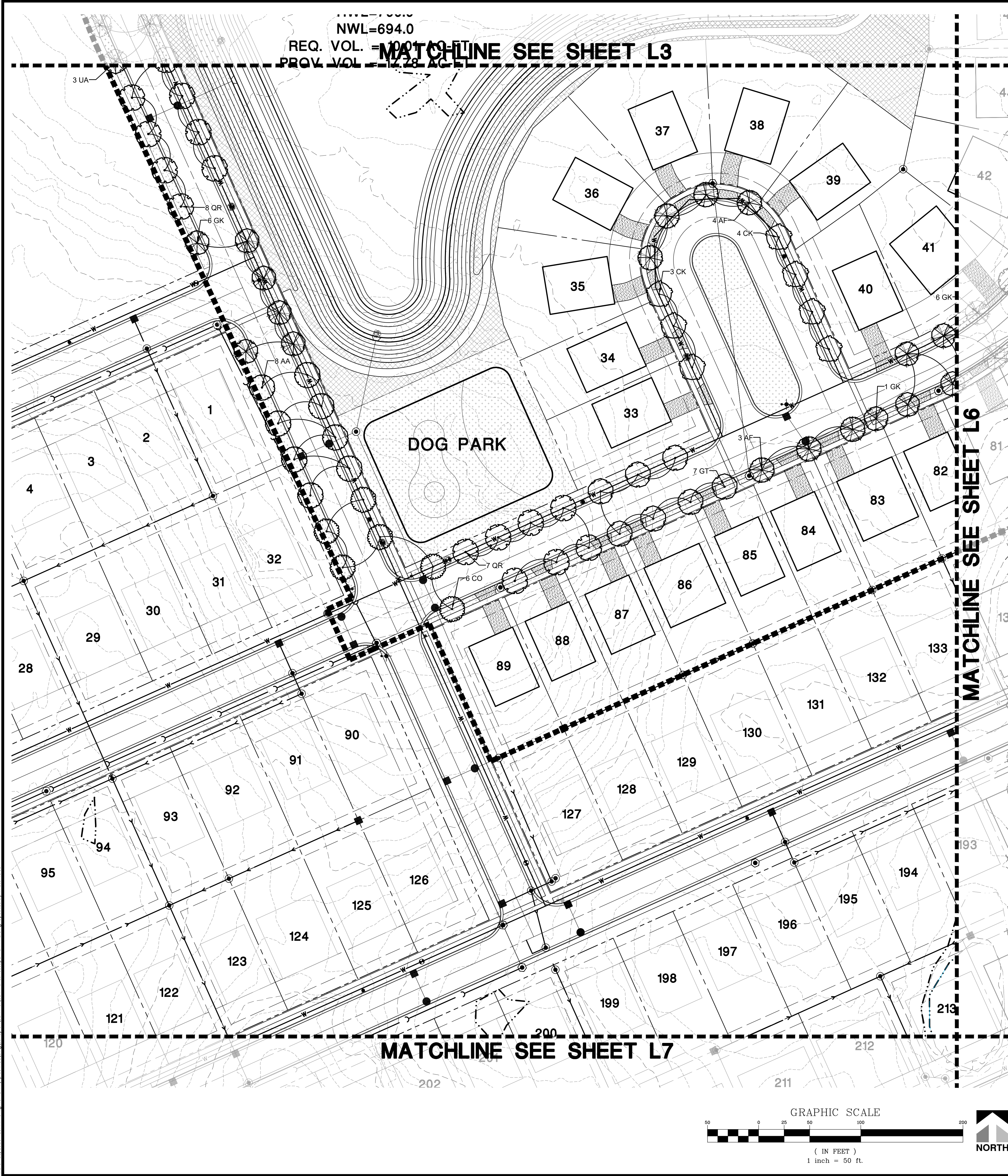
THE STREETS OF MAPLECREST
VILLAGE OF SOMERS, WISCONSIN
FINAL LANDSCAPE PLAN

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

SHEET
L3 OF L10
HPFSOW01

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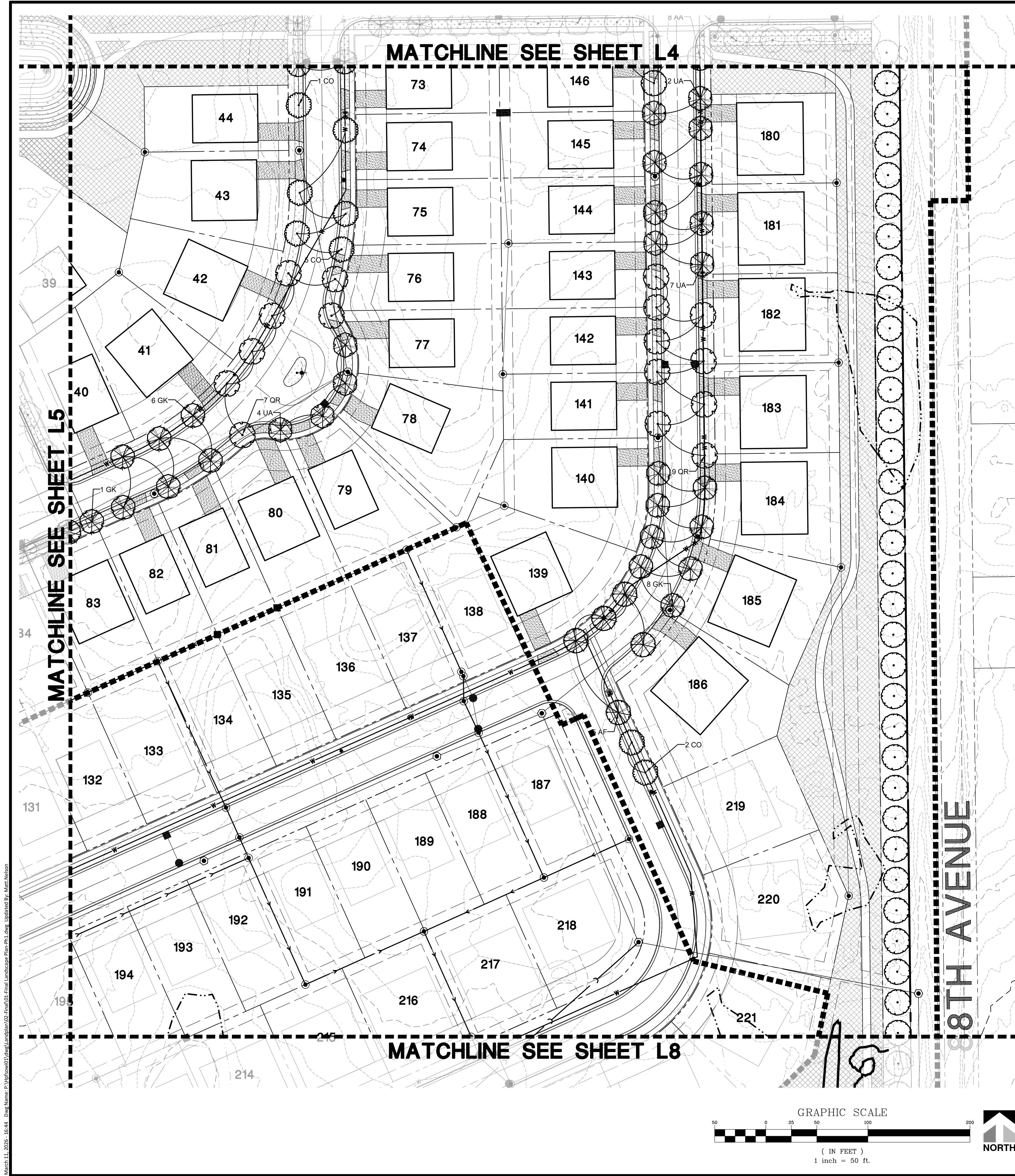


PLANT SCHEDULE				
SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME
TREES				
		178	PERIMETER SHADE TREE TBD	
DECIDUOUS TREES				
	AF	20	Acer rubrum 'Franksred'	Red Sunset® Maple
	AA	21	Acer x freemanii 'Jeffersred'	Autumn Blaze® Freeman Maple
	CO	21	Celtis occidentalis	Common Hackberry
	CK	25	Cladrastis kentukea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

DRAWN BY	
DATE	
REVISIONS	



THE STREETS OF MAPLECREST	DP
VILLAGE OF SOMERS, WISCONSIN	MN
FINAL LANDSCAPE PLAN	MN
	10/02/25
	1"=50'
SHEET	
L5 OF L10	
HPFSOW01	



PLANT SCHEDULE				
SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME
TREES				
		178	PERIMETER SHADE TREE TBD	
DECIDUOUS TREES				
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		103,373 sf	TURF	
		663,759 sf	NATIVE ECONOMY PRAIRIE SEED MIX	

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
HPFSOW01

Manhard CONSULTING

100 East Main Street, Suite 200, Appleton, WI 54912
920.833.8888
Civil Engineers • Surveyors • Water Resource Engineers • Wetland & Wetwater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

DRAWN BY

REVISIONS

DATE



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



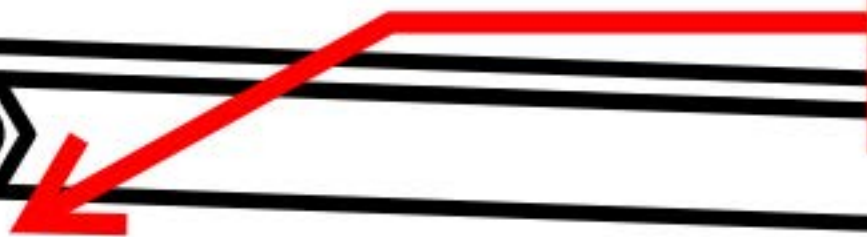
20.0 ft



14.5 ft



sidewalk



Document Number	MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR STREETS OF MAPLECREST MASTER 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
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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, 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 9. 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 one thousand (1,000) 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 eight hundred (800) square feet of livable area.

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, including the Side-by-Sides, 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 16 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 23 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 24 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.** Invalidity 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.

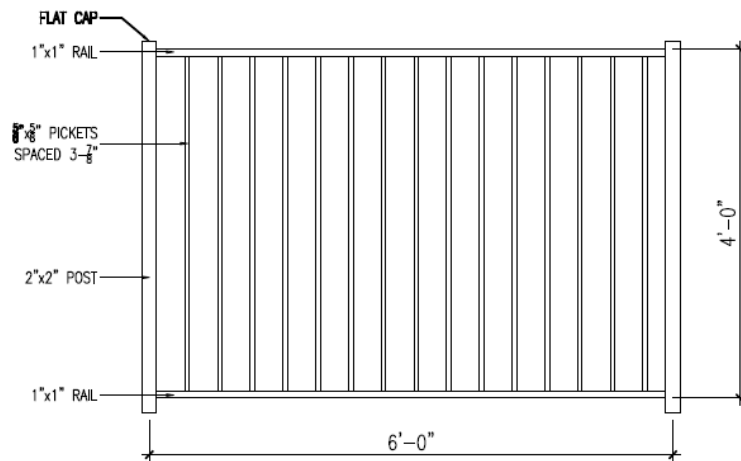
Deck Material

- 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

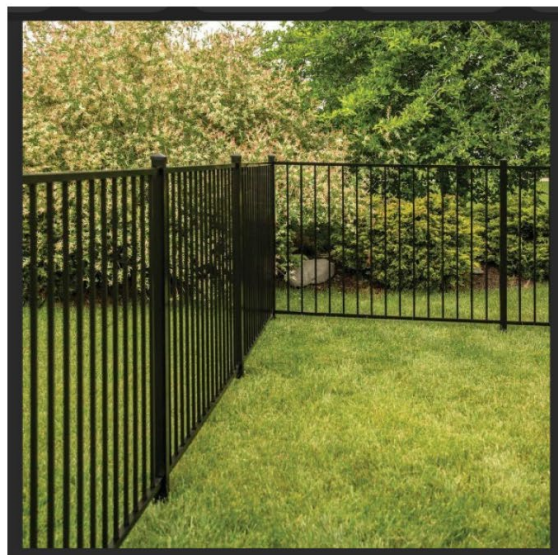


EXHIBIT C

Landscape Plan

[See attached]

DRAFT



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

DATE: May 12, 2026

TO: Village President Stoner and Board of Trustees

PREPARED BY: Jim Hurley, Village Administrator

AGENDA ITEM: #10 Acceptance of the 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 7th 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.

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 in 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).

At the May 5 Work Session, Chief Andersen stated that the Somers Fire Commission requested the Village Board to formally approve acceptance of the SAFER Grant. The

Commission needs directions by June 1. The Village Board expressed support and requested the item to be added to the 5/12 Village Board meeting agenda.

FINANCIAL IMPACT:

Prior to review of the SAFER Grant, Ehlers Municipal Advisor Jon Cameron presented the Village's financial management plan, including discussion about impacts of additional Fire/EMS staffing.

Over the course of the three-year grant, Mr. Cameron estimates the cost to the Village to be over \$1,300,000 from the general fund reserves. This use of the reserves will likely result in a downgrading of the Village's rating, reduce interest revenue, and accelerate the Village's challenges regarding declining abated debt to fund operation expenses. Additionally, the Village will need to identify a sustainable funding source for the positions following the expiration of the grant.

POSSIBLE ACTION:

If the Village Board chooses to accept the SAFER Grant:

“Motion to accept the FEMA SAFER Grant for 8 additional Firefighter / EMS positions and amend the Budget accordingly.”

ATTACHMENTS:

Amended budget

BUDGET REPORT FOR SOMERS VILLAGE AND TOWN

GL NUMBER	DESCRIPTION	2026	2026	2026
		BOARD ADOPTED	AMENDED	ACTIVITY
		BUDGET	BUDGET	
APPROPRIATIONS				
Dept 52210 - FIRE DEPARTMENT				
101-52210-50101	SALARIES	1,304,149	1,610,580	368,526
101-52210-50103	PART-TIME	250,000	250,000	70,441
101-52210-50104	OVERTIME	150,000	150,000	41,108
101-52210-50107	OFFICERS	18,000	18,000	5,440
101-52210-50108	PAID ON CALL	130,000	130,000	28,732
101-52210-50109	PAID ON PREMISES	115,000	115,000	26,755
101-52210-50201	FICA	150,487	173,929	41,515
101-52210-50202	RETIREMENT	252,948	298,303	68,404
101-52210-50203	HEALTH INSURANCE	424,965	496,613	177,696
101-52210-50204	DENTAL INSURANCE	23,573	27,474	9,754
101-52210-50205	LIFE INSURANCE	2,677	2,937	739
101-52210-50206	POST RETIREMENT BENEFITS	2,174	2,174	756
101-52210-50207	UNEMPLOYMENT	100	100	
101-52210-50208	LENGTH OF SERVICE			
101-52210-50302	COPIER	500	500	
101-52210-50303	POSTAGE	200	200	11
101-52210-50306	MEDICAL SUPPLIES	55,000	55,000	19,955
101-52210-50307	GEAR AND CLOTHING	38,000	38,000	1,602
101-52210-50309	OTHER SUPPLIES AND EXPENSE	13,000	13,000	7,395
101-52210-50405	COMPUTER AND WEBSITE	21,483	21,483	5,766
101-52210-50502	EQUIPMENT MAINTENANCE	18,000	18,000	12,766
101-52210-50503	EQUIPMENT LEASE AND RENTAL	348	348	123
101-52210-50504	VEHICLE MAINTENANCE	50,000	50,000	11,914

101-52210-50601	FUEL - GASOLINE AND DIESEL	35,000	35,000	7,398
101-52210-50602	ELECTRICITY	20,000	20,000	7,107
101-52210-50603	GAS	7,500	7,500	6,704
101-52210-50604	TELEPHONE	12,000	12,000	2,241
101-52210-50606	WATER AND SEWER	11,985	11,985	2,613
101-52210-50609	PUBLIC FIRE PROTECTION			
101-52210-50701	CONFERENCES & TRAINING	30,000	30,000	3,707
101-52210-50703	FIRE PREVENTION	6,000	6,000	1,110
101-52210-50809	OTHER MISCELLANEOUS EXPENSES	18,000	18,000	2,833
101-52210-50812	WORKER'S COMPENSATION INSURANCE			
101-52210-50902	EQUIPMENT CAPITAL OUTLAY	33,000	33,000	9,784
Totals for dept 52210 - FIRE DEPARTMENT		3,194,089	3,645,125	942,895
TOTAL APPROPRIATIONS		3,194,089	3,645,125	942,895

NET OF REVENUES/APPROPRIATIONS - FUND 101

(3,194,089)

(3,645,125)

(942,895)

8 additional PS employees for 2026
2026 budget increase

\$	451,036.21
----	------------



**VILLAGE OF SOMERS
VILLAGE BOARD MEETING
MEMORANDUM**

DATE: May 12, 2026

TO: Village President Stoner and Board of Trustees

PREPARED BY: Jim Hurley, Village Administrator

REVIEWED BY: Kevin Poirier, Assistant Administrator

AGENDA ITEM: #11 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.

SUGGESTED MOTION

“Motion to approve the Site Plan Review and Exterior Fenestration, Richard J Investments LLC, 2402 16th Pl., Kenosha, WI 53140 (Owner); Doug Anderson, subject to a Developer’s Agreement with the Village of Somers.”

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 12th 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.

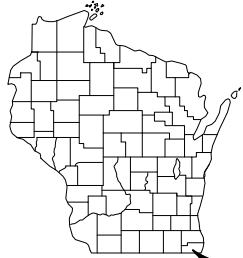
Based on the documents submitted, the proposed improvements have an ERU of 2.7 for assessment by the Village's Storm Water Utility.

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



KENOSHA

LEGEND

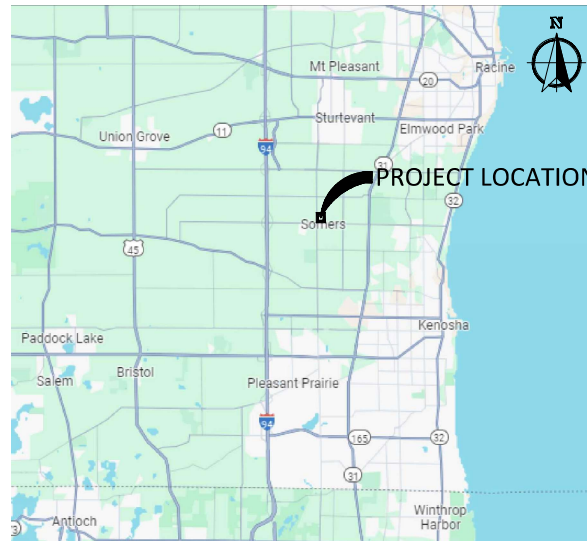
Description	Existing	Description	Existing	Proposed
EDGE OF WOODS		WATER SHUT OFF		
DECIDUOUS TREE		WATER MAIN VALVE		
DECIDUOUS TREE REMOVAL		HYDRANT		
CONIFEROUS TREE		WATER MAIN REDUCER		
CONIFEROUS TREE REMOVAL		SANITARY MANHOLE		
BUSH		SANITARY CLEAN OUT		
SOIL BORING		STORM MANHOLE		
TELEPHONE BOX		CATCH BASIN		
GUY WIRE		LIGHT POLE		
UTILITY POLE		ENDWALL		
GAS VALVE		STORM SEWER		
GAS METER		SANITARY SEWER		
SEPTIC VENT		WATER MAIN		
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 CORD 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	FF	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

CONSTRUCTION PLANS FOR SHORELAND RIDGE TOWNHOMES

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



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 3320 N DR. MARTIN LUTHER KING JR DR. MILWAUKEE WI 53212-4002 EMAIL: patrick.downey@charter.com CELL: 414-232-7178 OFFICE: 414-908-4863	WE-ENERGIES ALLIE KLAWINSKI SENIOR SERVICE MANAGER OFFICE: 262-552-3227 EMAIL: allie.klawinski@we-energies.com DYLAN GUDGE ENGINEERING TECHNICIAN OFFICE: 217-556-5735 EMAIL: dylan.gudge@we-energies.com NATURAL GAS EMERGENCY: (800) 261-5325 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
Tele: (262) 634-5588 Website: www.nmbasc.net

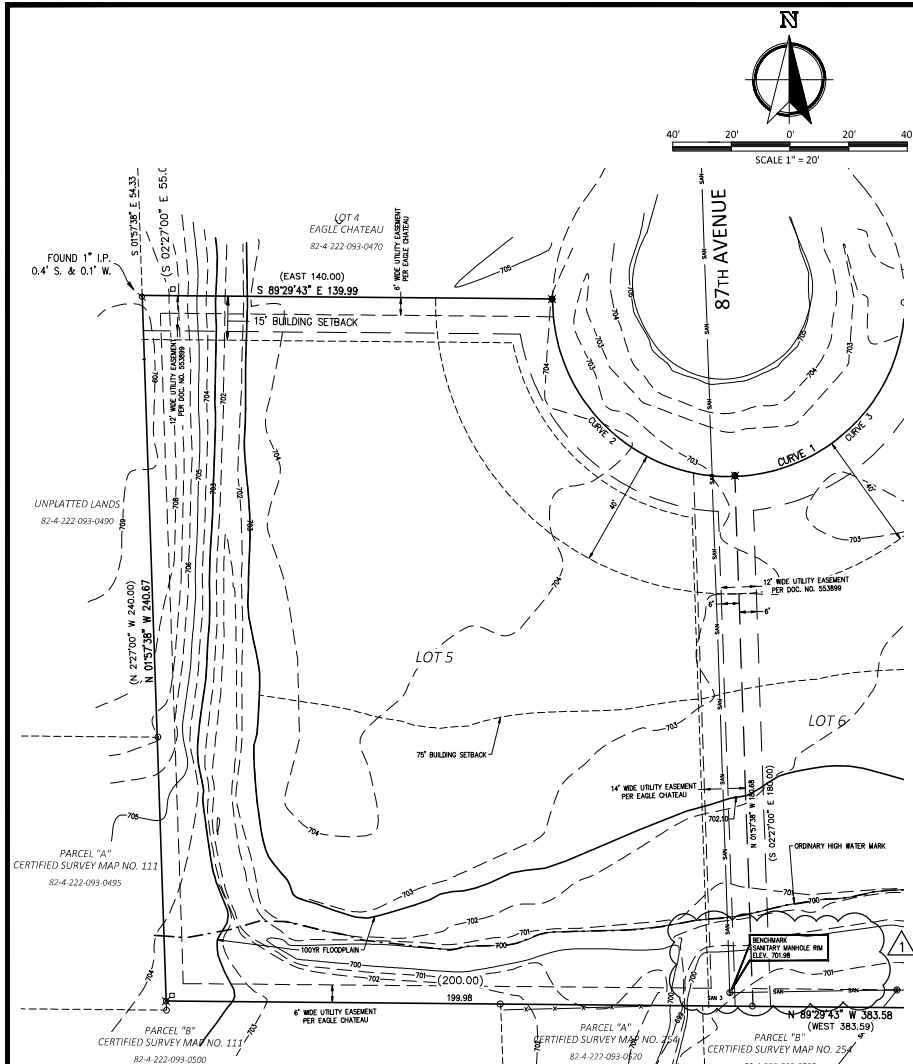
SHORELAND RIDGE
TOWNHOMES
CONSTRUCTION PLANS
FOR
DAC GENERAL CONTRACTING, LLC
VILLAGE OF SOMERS, COUNTY OF KENOSHA, STATE OF WISCONSIN

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

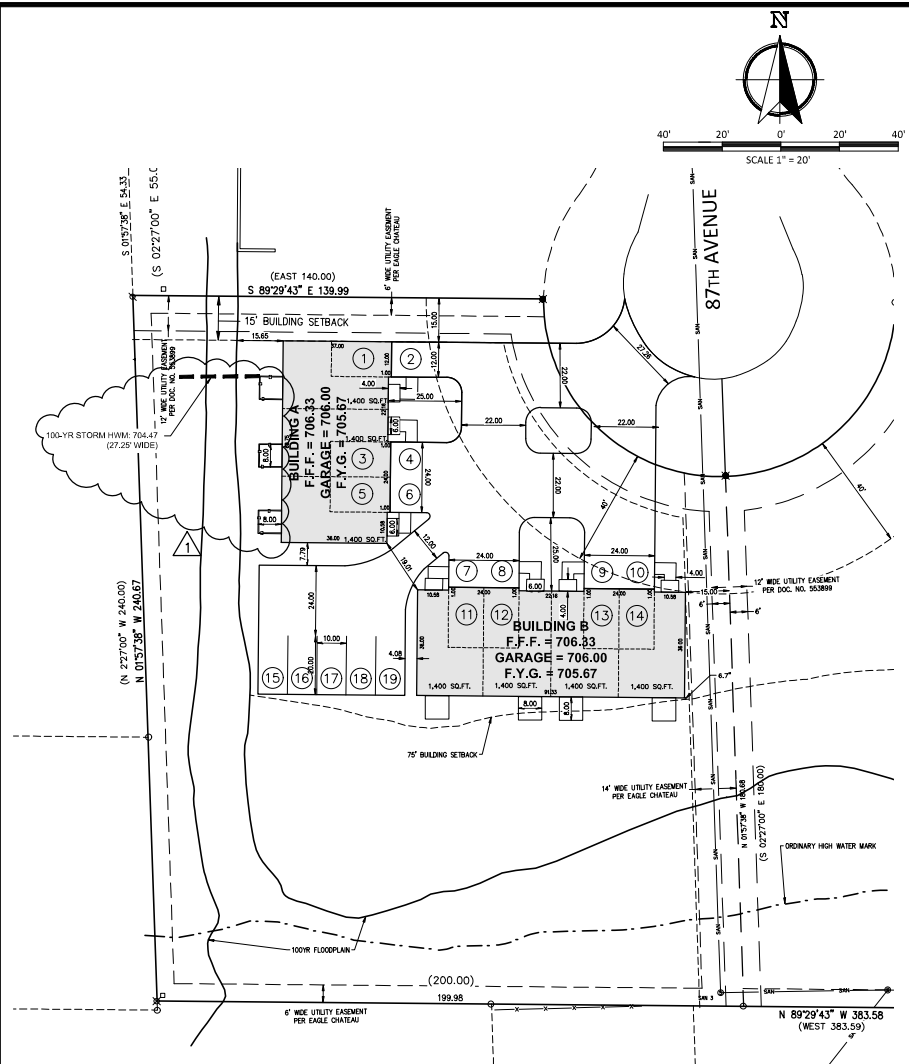
PROJ. MGR:	MDL
DRAFTED:	JWB
DATE:	4-6-2026
CHECKED:	MDL
DATE:	4-6-2026

2023.0178.01
SHEET
C-1

ISSUE FOR REVIEW: 4-6-2026



EXISTING CONDITIONS



DIMENSIONED SITE PLAN

NOTES
 BEARING DATA: GRID NORTH, WISCONSIN COORDINATE SYSTEM, SOUTH ZONE, BASED UPON NAD 1983 / 2011.
 ALWAYS USE TO HORIZONTAL CONVERSION FACTOR: -0.22 FEET

LEGEND

- COMMUNICATION BOX
- SANITARY MANHOLE
- SANITARY SEWER
- 1-1/2" IRON PIPE FOUND
- ✕ 2-1/4" IRON PIPE FOUND
- ✕ 1" 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' (83.02)
 A=91.67' (91.68)
 R=60.00'

EXISTING UTILITY DATA		
SAN 1 RIM 706.43 I.E. 8" N/S 694.78	SAN 2 RIM 702.42 I.E. 8" S/W 692.82	SAN 3 RIM 701.98 I.E. 8" N/E 692.98



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PARKING COUNT #

OUTDOOR PARKING STALLS:	12
GARAGE SPACES:	7
TOTAL PARKING SPACES:	19

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
 EXISTING CONDITIONS / DIMENSIONED SITE PLAN
 DAC GENERAL CONTRACTING, LLC
 VILLAGE OF SOMERS, COUNTY OF KENOSHA, STATE OF WISCONSIN

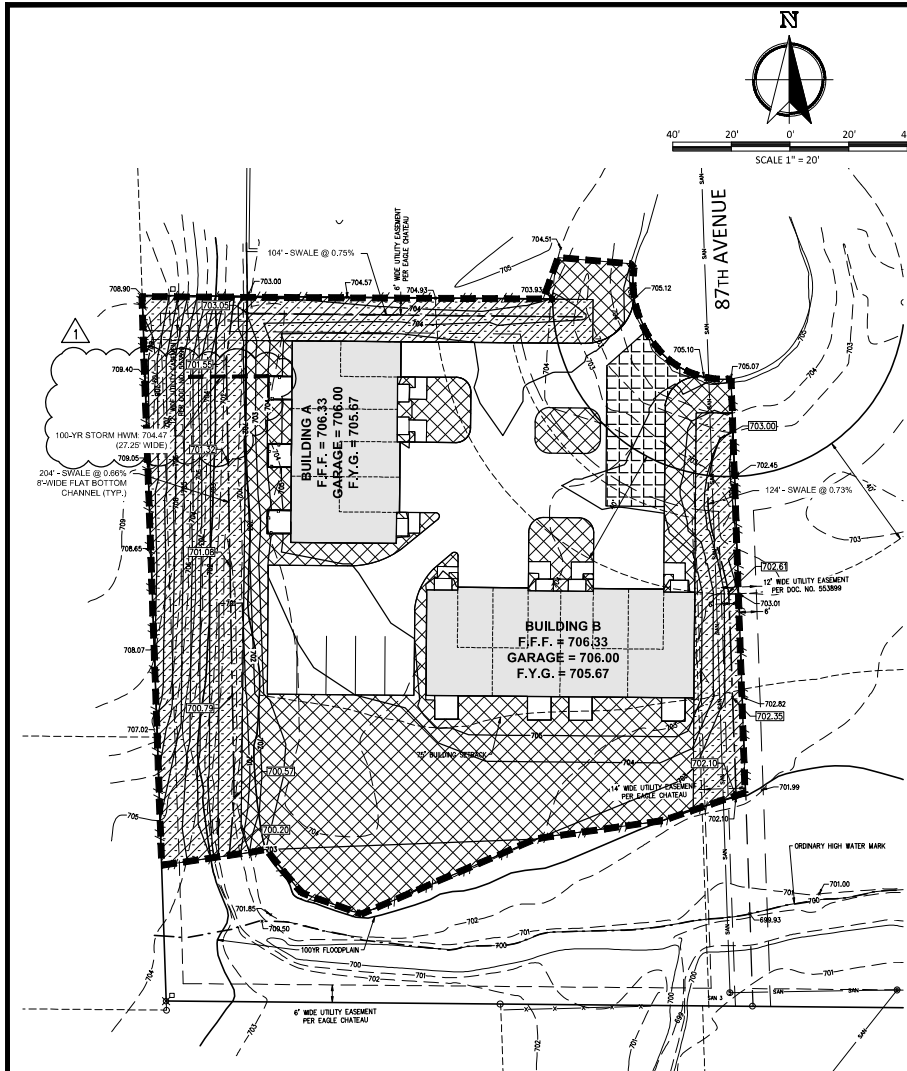
NO.	REVISION	BY	DATE
1	PER VILLAGE COMMENTS		4-17-26

PROJ. MGR: _____
 DRAFTED: _____
 DATE: 4-6-2026
 CHECKED: _____
 DATE: 4-6-2026

2023.0178.01

SHEET
C-2

ISSUE FOR REVIEW: 4-6-2026



SITE GRADING & EROSION CONTROL PLAN

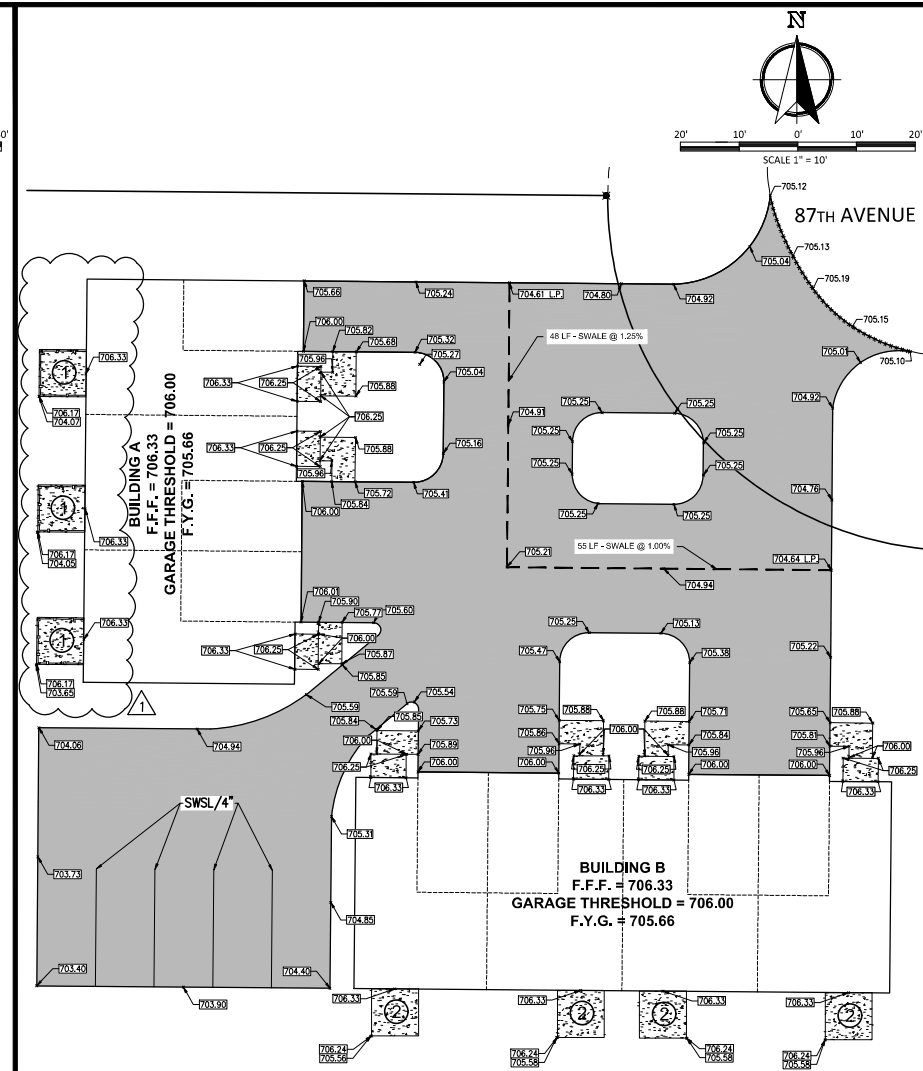


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LEGEND

- 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

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 8" BELOW SLAB GRADE.

LEGEND

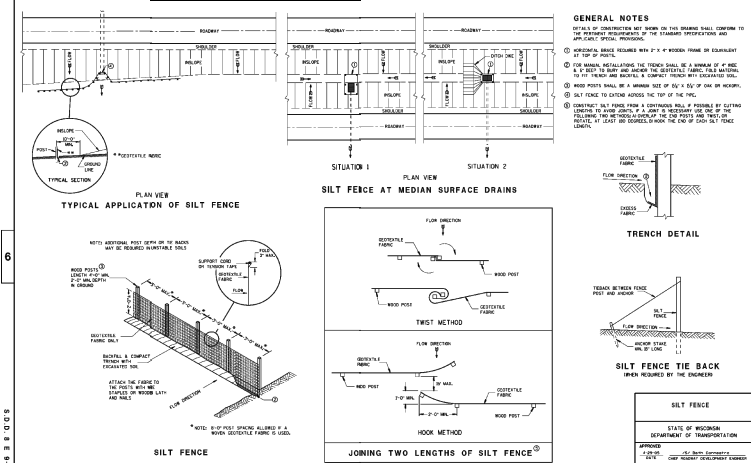
- 604.88 — EXISTING SPOT GRADES
- 604.88 — PROPOSED SPOT GRADES
- 604.88 — PROPOSED PATIO GRADE FINISHED YARD GRADE
- MEDIUM-DUTY ASPHALT PAVEMENT
- LIGHT-DUTY CONCRETE PAVEMENT
-— SAW CUT PAVEMENT (FULL DEPTH)
- — — PAVEMENT SWALE CENTERLINE

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

PROJ. MGR:	MDL
DRAFTED:	PL
DATE:	4-6-2026
CHECKED:	MDL
DATE:	4-6-2026

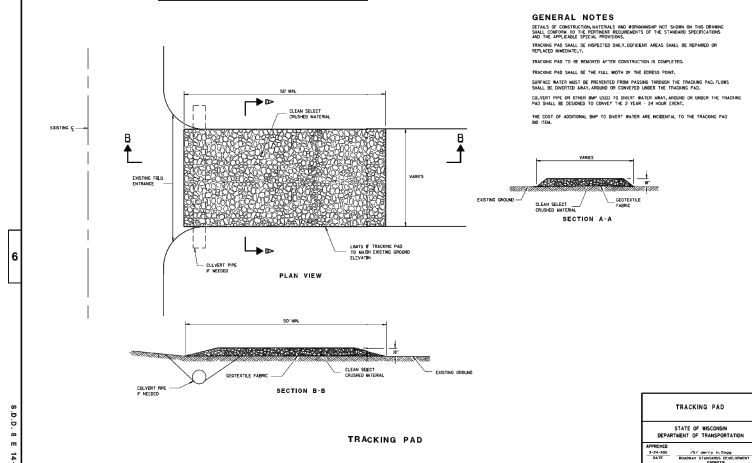
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C-3

SDD 8e9 Silt Fence



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

SDD 8e14 Tracking Pad



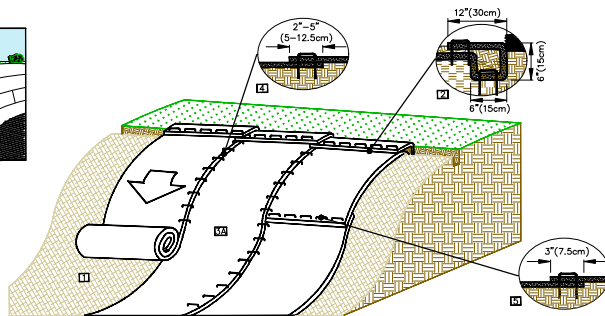
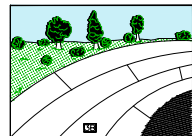
TRACKING PAD SHALL BE FURNISHED, INSTALLED AND MAINTAINED IN ACCORDANCE WITH WISCONSIN DEPARTMENT OF NATURAL RESOURCES TECHNICAL STANDARD 1057 INCLUDING PAVEMENT CLEANING WHEN NECESSARY.

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.



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

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

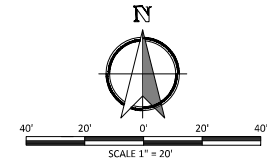
NO.	REVISION	DATE	BY	APP.
1	PER VILLAGE COMMENTS	4-17-26		

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DRAFTED: PL
DATE: 4-6-2026
CHECKED: MDL
DATE: 4-6-2026

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SHEET
C-4

ISSUE FOR REVIEW: 4-6-2026



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

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.



PROPOSED GARDEN DESIGN FOR:

SHORELAND RIDGE TOWNHOMES

LANDSCAPING PLAN

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

GARLAND ALLIANCE
LANDSCAPE ARCHITECTS



PO Box 1352
Kenosha, WI 53141
(414) 888 1641 garlandalliance@gmail.com

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: 1.1



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 87th 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

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.

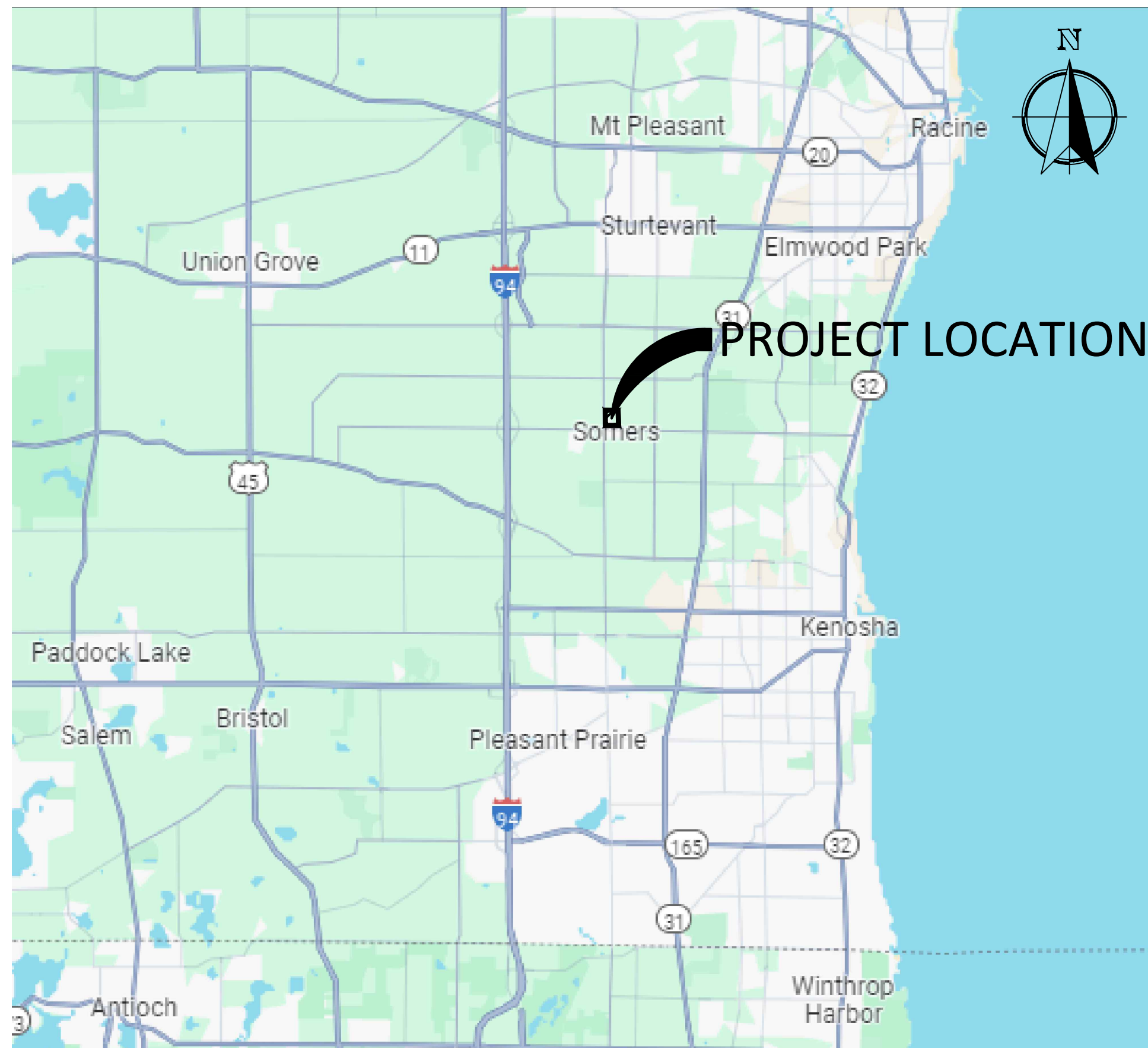


FOR
DAC GENERAL CONTRACTING, LLC
Village of Somers, Kenosha County, Wisconsin



<u>Description</u>	<u>Existing</u>	<u>Proposed</u>
EDGE OF WOODS		
DECIDUOUS TREE		
DECIDUOUS TREE REMOVAL		
CONIFEROUS TREE		
CONIFEROUS TREE REMOVAL		
BUSH		
SOIL BORING	S-1	
TELEPHONE BOX		
GUY WIRE		
UTILITY POLE		
GAS VALVE		
GAS METER		
SEPTIC VENT		
ELECTRIC MANHOLE		
COMMUNICATION MANHOLE		
WATER MANHOLE		
HVAC UNIT		
UNDERGROUND VAULT		
SECTION CORNER		
MAIL BOX		
GUARD POST		
STREET SIGN		
ELECTRIC PEDESTAL		
ELECTRIC METER		
PAD MOUNT TRANSFORMER		
FOUND IRON PIPE		
SET IRON PIPE		
DRY WELL		
FLAG POLE		
WELL		
FLOOD LIGHT		
WATER SHUT OFF		
WATER MAIN VALVE		
HYDRANT		
WATER MAIN REDUCER		
SANITARY MANHOLE		
SANITARY CLEAN OUT		
STORM MANHOLE		
CATCH BASIN		
LIGHT POLE		
ENDWALL		
STORM SEWER		
SANITARY SEWER		
WATERMAIN		
CONTOURS		
FIRE PROTECTION		
UTILITY CROSSING		
DITCH OR SWALE		
CULVERT		
RAILROAD TRACKS		
FENCE		
NO VEHICULAR ACCESS		
UNDERGROUND ELECTRIC		
UNDERGROUND GAS MAIN		
UNDERGROUND COMMUNICATIONS		
SILT FENCE		
OVERHEAD WIRES		
FORCE MAIN		
COMMUNICATION BOX		
GROUNDWATER MONITORING STATION		

BASE LINE	BL	INVERT ELEVATION	IE
LONG CORD 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	ELP	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	SS
TOP OF BANK	TB	STORM SEWER	STS
TOP OF CURB	TOC	TOP OF FOUNDATION	TOF
TOP OF WALK	TOW	WATER MAIN	WM



PRIOR TO CONSTRUCTION, A PRE-CONSTRUCTION MEETING (GENERAL CONTRACTOR, VILLAGE ENGINEER, VILLAGE BUILDING INSPECTOR AND ZONING ADMINISTRATOR) MUST BE SCHEDULED WITH THE VILLAGE. THE PRE-CONSTRUCTION MEETING SHALL BE COORDINATED AND MODERATED BY THE DESIGN ENGINEER OF RECORD.

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<u>Plan Sheet</u>	<u>Sheet No.</u>
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 & C-5
PROJECT SPECIFICATIONS	C-6

SOMERS VILLAGE/TOWN ADMINISTRATOR
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EMAIL: jhurley@somersswi.gov

SOMERS CLERK-TREASURER
WENDY BURNETTE
OFFICE: 262-859-2822
EMAIL: wburnette@somerswi.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

KENOSHA COUNTY
GREGORY BOLDT, P.E.
DIRECTOR OF HIGHWAYS /
HIGHWAYS COMMISSIONER
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EMAIL: Gregory.Boldt@kenoshacountywi.gov

SHELLY BILLINGSLEY
DIRECTOR OF PUBLIC WORKS &
DEVELOPMENT SERVICES
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EMAIL: Shelly.Billingsley@kenoshacountywi.gov

AT&T

BRENT LEWIS
MANAGER OSP PLANNING &
ENGINEERING DESIGN
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OFFICE: 262-636-0549
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SPECTRUM CHARTER COMMUNICATIONS
JERRY SCHULTZ
CONSTRUCTION COORDINATOR
1320 N DR. MARTIN LUTHER KING
JR DR.
MILWAUKEE WI 53212-4002
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SPECTRUM

ROBERT TUNUTA
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WE-ENERGIES

ALLIE KLAWINSKI
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DYLAN GUDGEL
ENGINEERING TECHNICIAN
OFFICE: 217-556-5735
EMAIL: dylan.gudgel@we-energies.com

NATURAL GAS EMERGENCY: (800) 261-5325

ELECTRICAL EMERGENCY: (800) 662-4797



1458 Horizon Blvd. Suite 200, Racine, WI. 53406
 Tele: (262)634-5588 Website: www.nmbosc.net

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

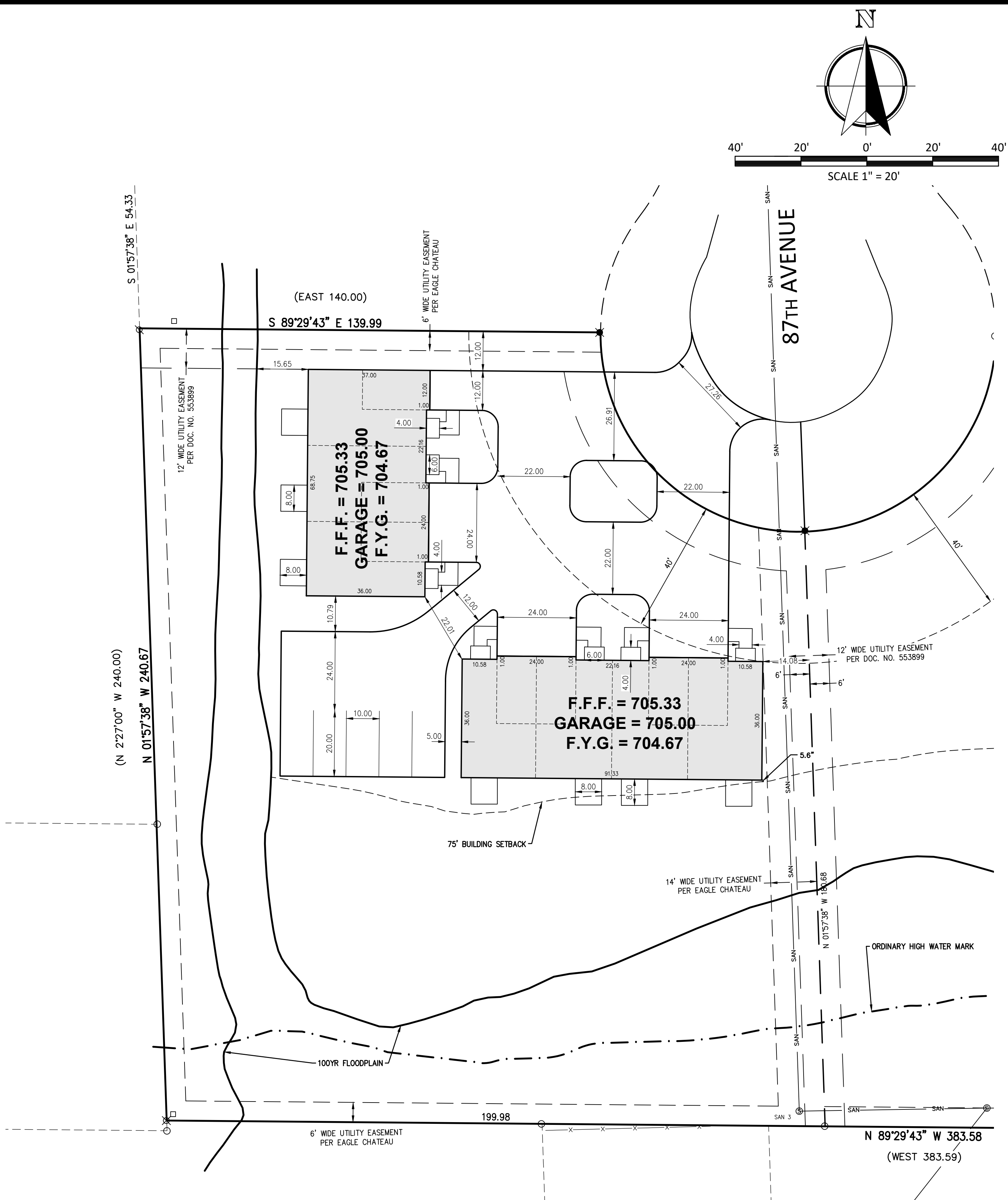
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DRAFTED: _____ JWR
DATE: _____ 3-10-2026
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DATE: _____ 3-10-2026

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ISSUE FOR REVIEW: 3-10-2026



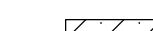
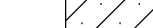
DIMENSIONED SITE PLAN

ISSUE FOR REVIEW: 3-10-2026



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LEGEND

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



PERMANENT PAVEMENT MARKING LEGEND

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

LEGEND

- | | | | | |
|---|-------------------|-----------------------------|---|-------------------------------|
|  | 604.88 | EXISTING SPOT GRADES |  | MEDIUM-DUTY ASPHALT PAVEMENT |
|  | 604.88 | PROPOSED SPOT GRADES | | |
|  | 604.88 | <u>PROPOSED PATIO GRADE</u> |  | LIGHT-DUTY CONCRETE PAVEMENT |
|  | 602.88 | <u>FINISHED YARD GRADE</u> | | |
| | | | - x x x x x x x | SAW CUT PAVEMENT (FULL DEPTH) |

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DATE: _____ 3-10-202

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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/stndspec/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 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.



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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: _____ JWVR
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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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

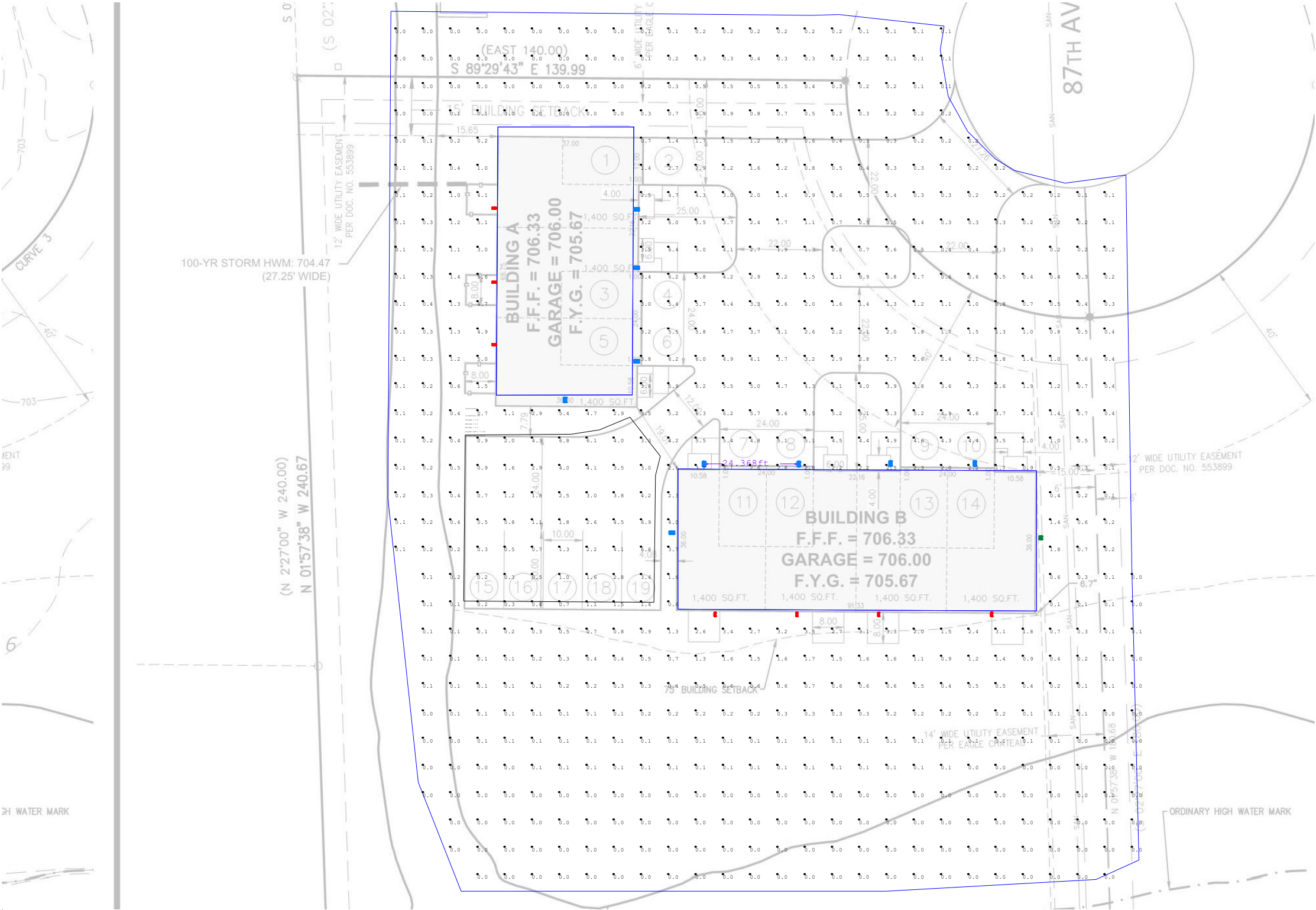
Calculation Summary

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

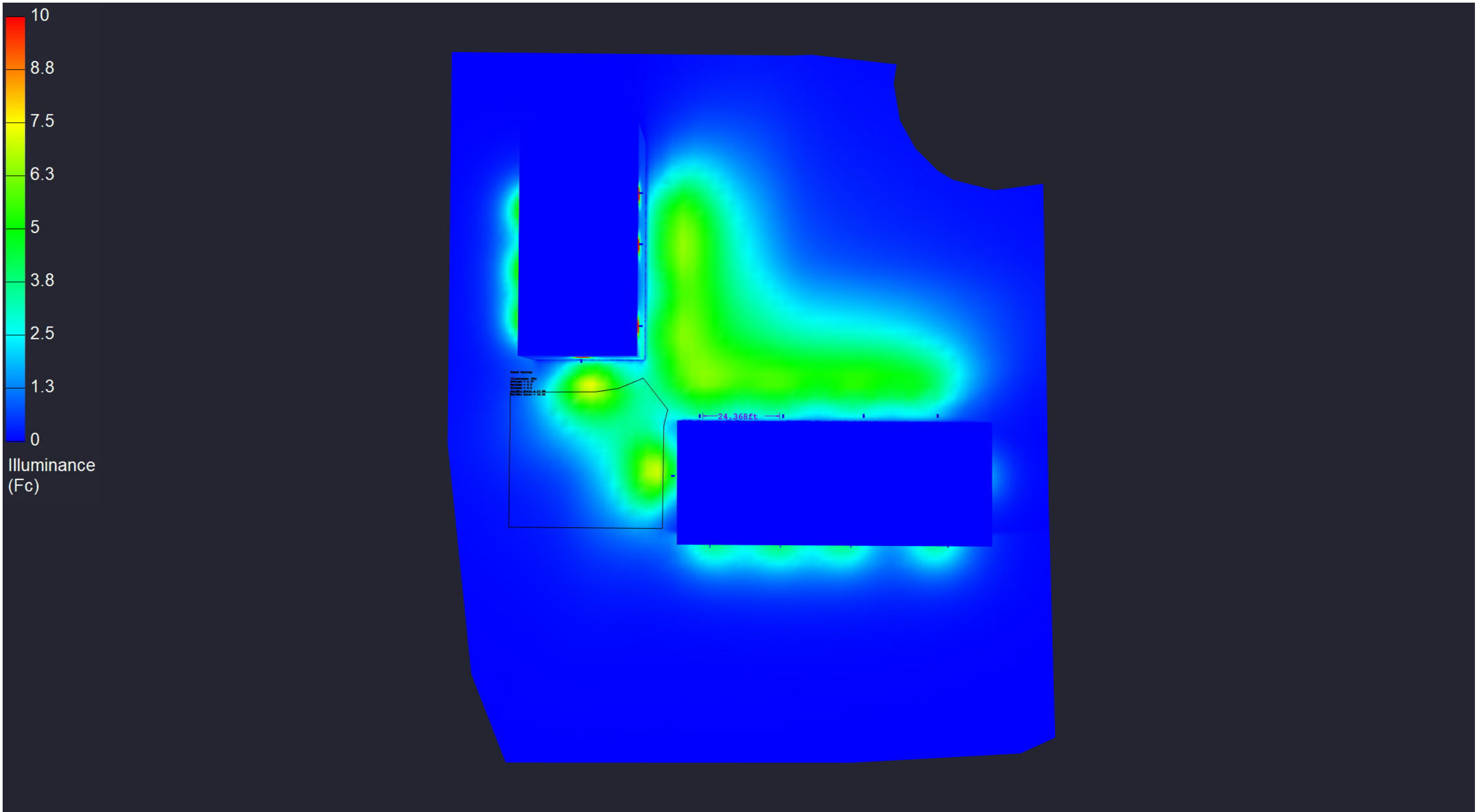
Calculation Summary

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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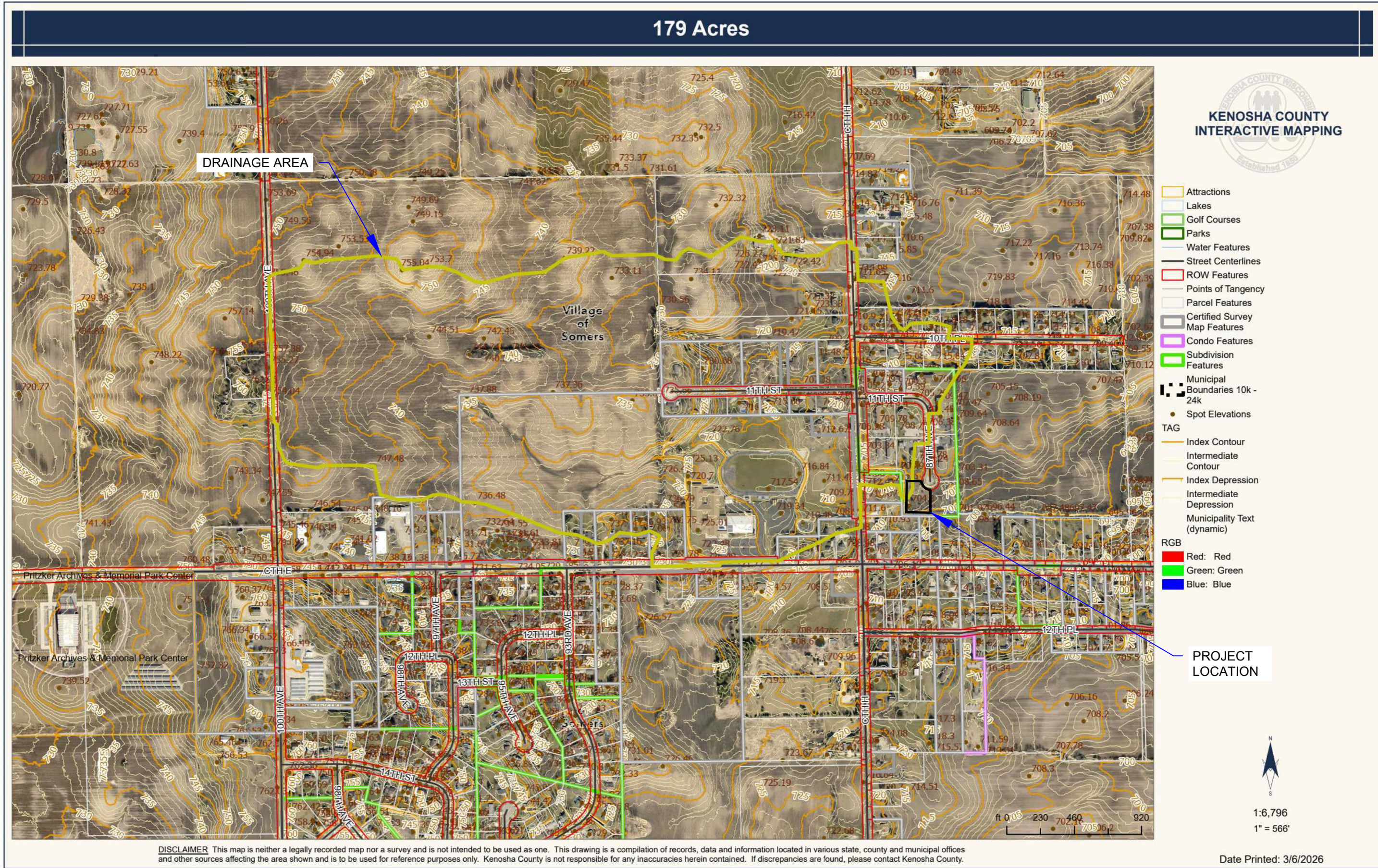
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Fixture Location Summary

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"
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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

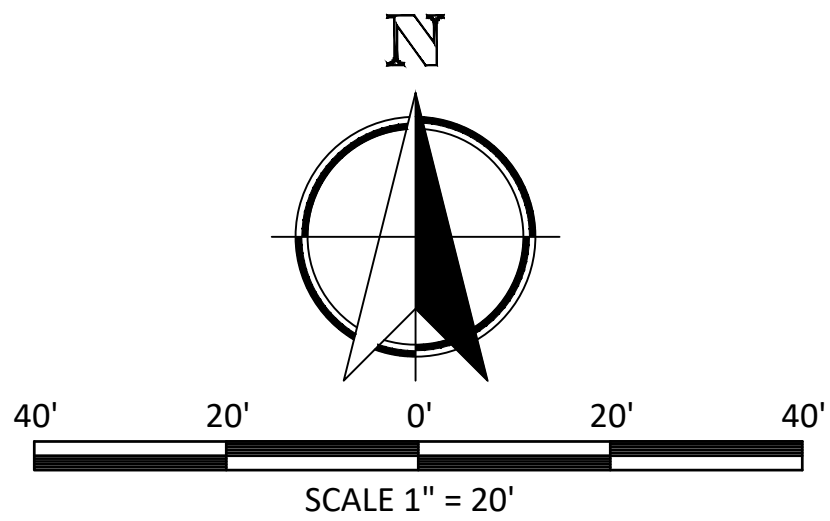
Routing by Stor-Ind+Trans method, Time Span = 0.00-48.00 hrs, dt = 0.05 hrs
Max. Velocity = 5.24 fps, Min. Travel Time = 0.6 min
Avg. Velocity = 1.99 fps, Avg. Travel Time = 1.7 min

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	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



2023.0178.01 - Swale Capacity - South Cross Section MSE 24-hr 3 100-year Rainfall=5.95"
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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

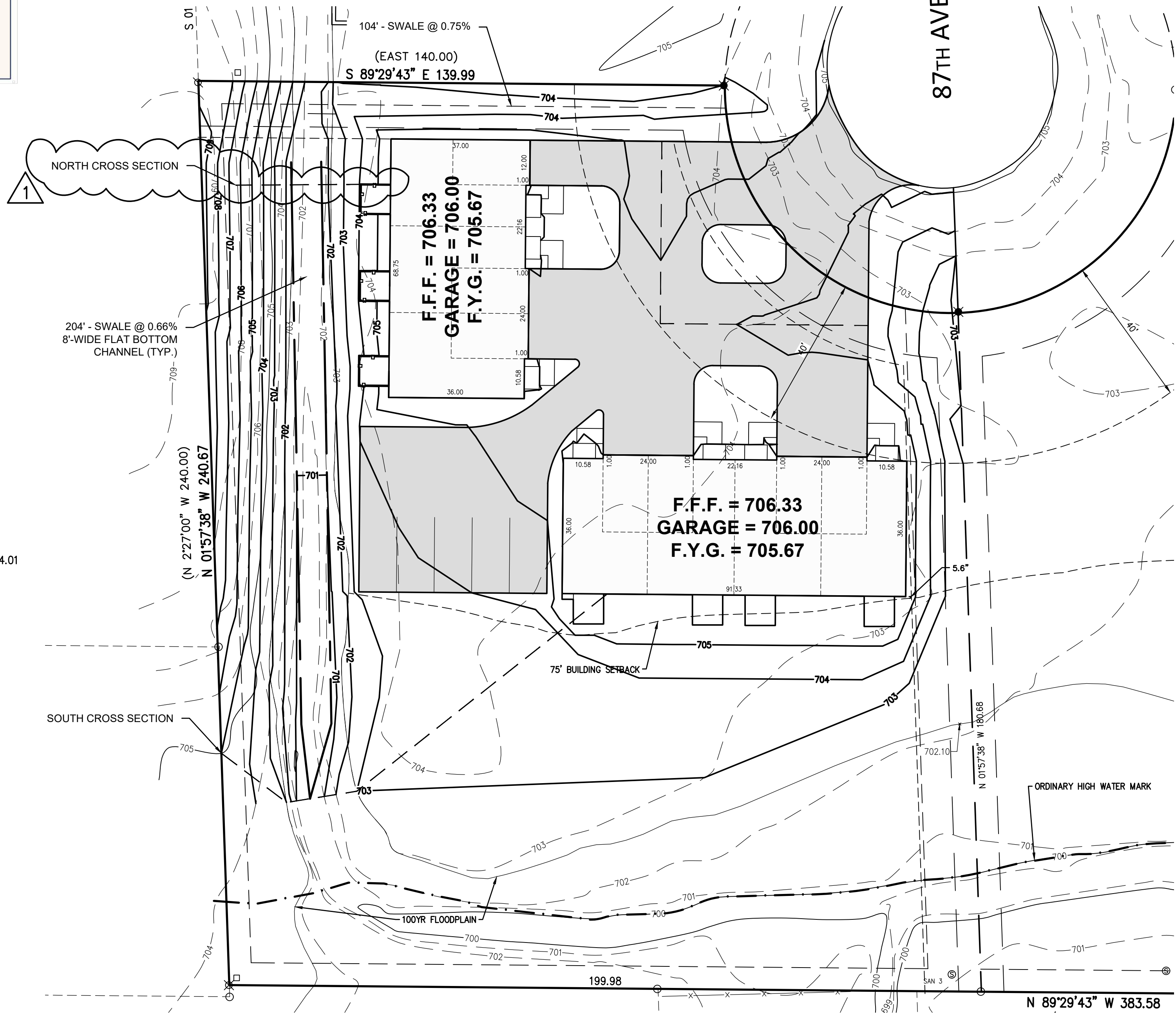
Routing by Stor-Ind+Trans method, Time Span = 0.00-48.00 hrs, dt = 0.05 hrs
Max. Velocity = 4.32 fps, Min. Travel Time = 0.8 min
Avg. Velocity = 1.99 fps, Avg. Travel Time = 1.7 min

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

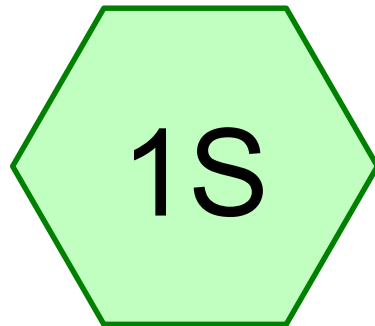
Depth (feet)	End Area (sq-ft)	Perim. (feet)	Width (feet)	Storage (cubic-feet)	Discharge (cfs)
0.00	0.0	0.0	0.0	0	0.00
0.70	2.6	7.7	7.5	538	4.48
1.70	12.4	12.6	12.0	2,533	42.38
2.70	27.9	20.0	18.9	5,690	120.39
3.70	87.8	102.0	100.9	17,908	274.40
4.36	161.3	123.1	121.9	32,908	667.25
4.70	203.4	126.9	125.4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



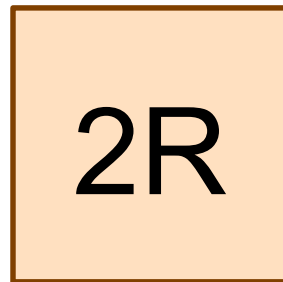
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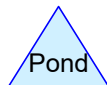
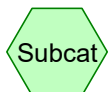
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Drainage Area



South Swale Cross Section



Routing Diagram for 2023.0178.01 - Swale Capacity - South Cross Section

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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

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Area Listing (all nodes)

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

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		Sheet Flow,
					Cultivated: Residue>20% n= 0.170 P2= 2.72"
56.2	5,150	0.0090	1.53		Shallow Concentrated Flow,
					Unpaved Kv= 16.1 fps
89.8	5,450	Total			

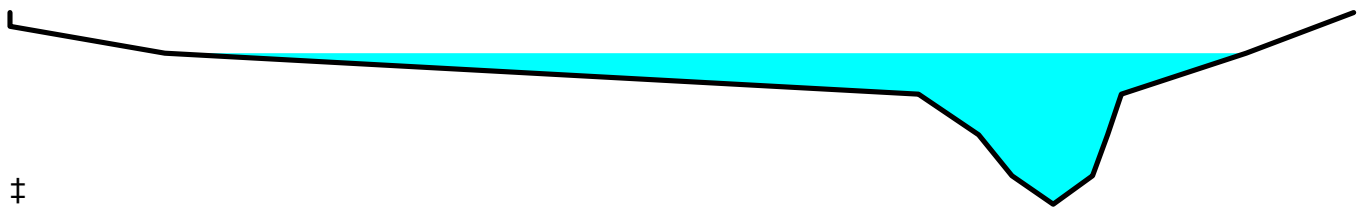
Summary for Reach 2R: South Swale Cross Section

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

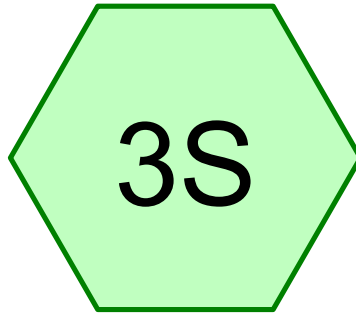
Peak Storage= 18,037 cf @ 13.24 hrs
 Average Depth at Peak Storage= 3.71', Surface Width= 101.07'
 Bank-Full Depth= 4.70' Flow Area= 203.4 sf, Capacity= 962.05 cfs

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

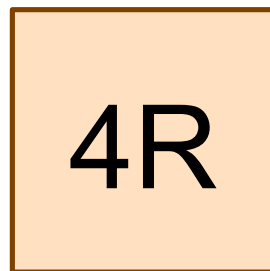


Offset (feet)	Elevation (feet)	Chan.Depth (feet)
-97.34	4.70	0.00
-97.33	4.36	0.34
-82.88	3.70	1.00
-12.58	2.70	2.00
-6.96	1.70	3.00
-3.86	0.70	4.00
0.00	0.00	4.70
3.67	0.70	4.00
5.07	1.70	3.00
6.34	2.70	2.00
17.99	3.70	1.00
28.03	4.70	0.00

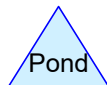
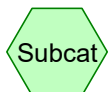
Depth (feet)	End Area (sq-ft)	Perim. (feet)	Width (feet)	Storage (cubic-feet)	Discharge (cfs)
0.00	0.0	0.0	0.0	0	0.00
0.70	2.6	7.7	7.5	538	4.48
1.70	12.4	12.6	12.0	2,533	42.38
2.70	27.9	20.0	18.9	5,690	120.39
3.70	87.8	102.0	100.9	17,908	274.40
4.36	161.3	123.1	121.9	32,908	667.25
4.70	203.4	126.9	125.4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

Printed 4/10/2026

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Area Listing (selected nodes)

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

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		Sheet Flow,
					Cultivated: Residue>20% n= 0.170 P2= 2.72"
56.2	5,150	0.0090	1.53		Shallow Concentrated Flow,
					Unpaved Kv= 16.1 fps
89.8	5,450	Total			

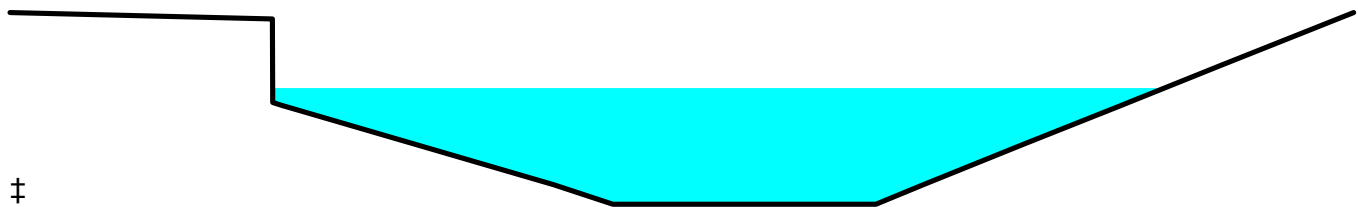
Summary for Reach 4R: North Swale Cross Section

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
MEETING ITEM MEMORANDUM**

MEETING DATE: May 12, 2026

TO: Village President Stoner and Village Trustees

PREPARED BY: Kevin Poirier, Assistant Administrator

AGENDA ITEM: #12 Action on proposed letter to US Senator Ron Johnson's Regional Director Paul Truess in support of legislation granting Somers and other municipalities a unique ZIP Code.

BACKGROUND:

On Saturday April 25, Trustee Harbach attended the Bi-County Council Meeting held at the Johnson Foundation. to US Senator Ron Johnson's Regional Director Paul Truess was in attendance and Trustee Harbach spoke to him regarding the postal challenges the Village of Somers is experiencing. He wrote a follow up letter and asked whether other Trustees wanted to sign it before it is mailed out on Village letterhead.

PRIOR ACTION TAKEN:

The original letter was read and discussed at the May 5 Village Board Work Session.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

In the event Trustees agree, with the suggested action, a suggested motion to approve would be as follows:

"Motion to approve mailing signed letter to US Senator Ron Johnson's Regional Director Paul Truess in support of legislation granting Somers and other municipalities a unique ZIP Code."

ATTACHMENTS:

Original letter from Trustee Harbach

Letter on Village letterhead



www.somerswi.gov

P.O. Box 197, Somers, WI 53171 PH: 262-859-2822 FAX: 262-859-2331

May 12, 2026

Paul Truess
Regional Director
517 East Wisconsin Ave.
Milwaukee, WI 53202

Mr. Truess,

We appreciated the opportunity to speak with you on Saturday, April 25th at the Bi-County Council Meeting held at the Johnson Foundation regarding the postal challenges the Village of Somers is experiencing. As shared with you, Somers is a growing community which receives its postal services through numerous adjacent communities, namely, Kenosha, Racine, Sturtevant, Union Grove and Somers to name a few.

This causes significant issues in providing government services including police and fire, vehicle registration, voter registrations and other important related government functions, which hinder the timely flow of Village related responsibilities.

We are asking that Somers Post Office be granted the authority for a full service, including home delivery and ZIP Code identity throughout this growing incorporated community.

Again, we appreciate your attention in this matter and Senator's Johnson efforts to correct this problem and provide Somers the needed postal services required for a growing community.

Respectfully,

President Stoner and Village of Somers Trustees

Paul TRUETT
Regional Director
517 East Wisconsin Ave.
Suite 408
Milwaukee, WI 53202

Dear Mr. Truett

We appreciated the opportunity to speak with you on Saturday, April 25 at the BI County Council meeting held at the Johnson Foundation, regarding the postal challenges the Village of Somers is experiencing. As shared with you, Somers is a growing community which receives its postal services through numerous adjacent communities, namely, Kenosha, Racine, Sturtevant, Union Grove and Somers. to name a few.

This causes significant issues in providing government services including police and fire, vehicle registration, voter registration and other important related government functions; which hinder the timely flow of Village related responsibilities.

We are seeking that Somers Post office be granted the authority for a full services including Home delivery ^{and} Zip code ~~consideration~~ ^{consideration} throughout this growing incorporated community.

Again, we appreciate your attention in this matter and Senator's Johnson's efforts to correct this problem and provide Somers the needed postal service required for a growing community.

Respectfully

Village of Somers Bd.



www.somers.org

P.O. Box 197, Somers, WI 53171 • PH: (262) 859-2822 • FAX: (262) 859-2331

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

MEETING DATE: May 12, 2026

TO: Village President Stoner and Village Trustees

PREPARED BY: Wendy Burnette – Clerk Treasurer

AGENDA ITEM: #13 Action on Operator’s Licenses Carla Molinaro, Tien Hoang Minh Vo, Tierra Power, Hailie Carter, Samarah Carter, Lisa Bowling, Jeremy Iversen, Barbara Algiers, and Audrey Kessler

BACKGROUND:

Carla Molinaro, Tien Hoang Minh Vo, Tierra Power, Hailie Carter, Samarah Carter, Lisa Bowling, Jeremy Iversen, Barbara Algiers, and Audrey Kessler have applied for operator’s licenses for the Village of Somers.

No discrepancies with the application.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

Staff recommends approval. In the event that the Village Board agrees with the recommendation to approve: Operators’ applications, a suggested motion would be as follows:

“Motion to approve Operator License for: Carla Molinaro, Tien Hoang Minh Vo, Tierra Power, Hailie Carter, Samarah Carter, Lisa Bowling, Jeremy Iversen, Barbara Algiers, and Audrey Kessler”

ATTACHMENTS:

None