

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

**Village Work Session Meeting
Agenda
Tuesday, Aug. 18, 2026
5:30 p.m.**

Village Board Work Session Meeting:	
Item #	
1	Call to Order
2	Citizens Comments
3	President & Trustee Reports
4	Correspondence: City of Kenosha, Kenosha County and Knights of Columbus to Host 25th Anniversary Sept. 11 Remembrance Ceremony
5	Discuss Request for a Land Division (Certified Survey Map) by: Lakeview Townhomes LLC, PO Box 976, Kenosha, WI 53141 (Owner), requesting approval of a Certified Survey Map (dated April 21, 2026, and prepared by John P. Konopacki of Pinnacle Engineering Group) to divide Tax Parcel #83-4-223-052-7017 into one (1) 1.91-acre Lot and one (1) 2.31-acre Lot, located in the NW 1/4 of Section 5, T2N, R23E, Village of Somers. <i>(For information use only, this property is located between the Union Pacific Railroad and Sheridan Road across from the Seawall Condominiums.)</i>
6	Discuss Request to Rezone and for a Land Division (Preliminary Plat) by: Mastercraft Builders LLC, 5008 Green Bay Rd, Kenosha, WI 53144 (Owner), Nancy Washburn, Land Development Administration, LLC, 7450 County Line Rd, Mount Pleasant, WI 53403 (Agent), requesting rezoning from A-2 General Agricultural Dist. to R-4.5 Urban Single-Family Residential Dist., C-1 Lowland Resource Conservancy Dist., a PUD Planned Unit Development Overlay Dist., and a preliminary plat of the Bella Terra Subdivision on Tax Parcel # 82-4-222-171-0043, located in the NE 1/4 of Section 17, T2N, R22E, Village of Somers. <i>(For information use only, the property is located on the south side of Highway E, across from Shoreland Lutheran High School).</i>
7	Discuss Request for a Conditional Use by: Somers Creek, Inc., 4011 80TH St, Kenosha, WI 53142 (Owner), Daniel Szczap, Bear Development, LLC, 4011 80th St, Kenosha, WI (Agent), requesting approval of a Conditional Use for a model single-family home related temporary real estate sales office in the R-5

	Dist. on Tax Parcel # 82-4-222-151-0601, located in the NE 1/4 of Section 15, T2N, R22E, Village of Somers. <i>(For information use only, this is the approved Somers Creek subdivision, across from the Hawthorne Apartments.)</i>
8	Discuss Proposed Ordinance to Amend the Comprehensive Plan by: RPF Somers Outlots LLC, 1949 St Johns Ave., Ste 202, Highland Park, IL 60035 (Owner), William A. Morris, 5313 87th Pl., Pleasant Prairie, WI 53158 (Agent), requesting an amendment to the land use plan map for the Village of Somers (Map 80) as adopted in the Multi-Jurisdictional Comprehensive Plan for Kenosha County: 2035 from "Commercial" to "Governmental and Institutional" on Tax Parcel #s 82-4-222-104-0332 & 82-4-222-104-0333, located in the SE 1/4 of Section 10, T2N, R22E, Village of Somers. <i>(For information use only, these two parcels are located just north of the Wisconsin Veterinary Referral Center along Green Bay Road.)</i>
9	Discuss Request to Rezone, Site Plan & Exterior Fenestration by: RPF Somers Outlots LLC, requesting rezoning from B-3 Highway Business Dist. to I-1 Institutional Dist., and a site plan and exterior fenestration on Tax Parcel #s 82-4-222-104-0332 & 82-4-222-104-0333, located in the SE 1/4 of Section 10, T2N, R22E, Village of Somers.
10	Discuss and review the Financial Management Plan: converting the cost of recycling and yard waste services to a direct user charge
11	Discuss Blood Services Agreement with Froedtert Hospital
12	Discuss Village Board pilot meeting schedule
13	Adjourn

I hereby certify that as the designee of the chief elected official of the Village of Somers, I posted this notice of the August 18, 2026, Village Work Session & Agenda in 1 public place & on the Village website.

Dated this 14 day of August, 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.**



DANIEL GAITAN
MEDIA SPECIALIST
CITY OF KENOSHA

FOR IMMEDIATE RELEASE

Aug. 10, 2026

City of Kenosha, Kenosha County and Knights of Columbus to Host 25th Anniversary Sept. 11 Remembrance Ceremony

For further information contact:

Kris Kochman
Community Relations Liaison
City of Kenosha
262-653-4177
kkochman@kenosha.org

KENOSHA, Wis. — The City of Kenosha, Kenosha County and the Knights of Columbus will host a community remembrance ceremony commemorating the 25th anniversary of the Sept. 11, 2001, terrorist attacks.

This year's ceremony marks a quarter century since the terrorist attacks that claimed thousands of lives and forever changed the nation.

The ceremony will begin at 1 p.m. Friday, Sept. 11, 2026, at the Sesquicentennial Bandshell in Pennoyer Park, Seventh Avenue and 35th Street. The Knights of Columbus Assembly 1201, along with Council 973, 14362, 16022 and 16765 are helping organize the event.

"As we mark the 25th anniversary, we invite residents to come together in remembrance, gratitude and unity while honoring the lives lost and the heroes who answered the call to serve," Mayor David Bogdala said.

Community members are invited to attend as Kenosha honors the 2,977 people who lost their lives in the attacks, recognizes the courage and sacrifice of first responders and military personnel, and remembers those who have died or continue to suffer from illnesses linked to the aftermath of the attacks.

"It is our shared promise to 'Never Forget,'" County Executive Samantha Kerkman said. "It is our way of ensuring the next generation – too young to remember the day that transformed our nation – not only understands the loss, but also the bravery and unity that followed."

The ceremony will be emceed by local vocalist Greg Berg and will open with the Pledge of Allegiance and presentation of the colors. The Indian Trail High School and Academy choir,



under the direction of John Choi, will perform “The Star-Spangled Banner,” and the Kenosha Fire Department chaplain will offer the opening prayer.

The ceremony will also feature remarks from retired Kenosha Fire Department Chief Christopher Bigley, who provided support at Ground Zero following the Sept. 11 attacks, the Kenosha Fire Department Bell Ceremony led by retired Assistant Chief Richard Bosanko, a performance of "Amazing Grace" by the Kenosha Area Pipes and Drums, a 21-gun salute by the Kenosha Police Department Honor Guard, the playing of taps, a closing prayer by the Kenosha Police Department chaplain and the retirement of the colors by the Armed Forces Color Guard.

Following the ceremony, the Pritzker Military Museum will host an educational information tent featuring activities for children and families.

The ceremony is free and open to the public. Seating is limited and attendees are encouraged to bring lawn chairs.



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: 06-18-26
RPT DATE: 07-27-26
MTG DATE: 08-10-26
RE: Lakeview Townhomes CSM

PROJECT/SITE INFO:

1. Petitioner/Agent: Ken Marek
2. Property Owner: Lakeview Townhomes LLC
3. Location/Address: 101 2ND LN
4. Tax key Number(s): 83-4-223-052-7017
5. Area: 4.2 acres
6. Existing Zoning: R-9 Multiple-Family Residential Dist.
7. Proposed Zoning: R-9 Multiple-Family Residential Dist.

PROJECT OVERVIEW:

The Petitioner proposes to divide the existing parcel into one (1) 1.91-acre Lot and one (1) 2.31-acre Lot via a Certified Survey Map (CSM), with the intent of eventually constructing additional multifamily buildings on Lot 1 of the CSM.

PLANNER COMMENTS:

The subject property is currently zoned R-9 Multiple-Family Residential District, as it already contains four multifamily apartment buildings that were built in 1973. Based on the Petitioner's intent to construct additional multifamily apartment buildings on Lot 1 of the proposed CSM and provided that the proposed multifamily buildings do not exceed 8 units per structure, no zoning change would be required as the current R-9 zoning is appropriate for the anticipated use. Once a specific site plan layout and building design for the additional buildings have been prepared, the Petitioner will need to submit for site plan & building fenestration review prior to zoning and building permits being issued.

The submitted Certified Survey Map generally complies with the Village of Somers Land Division and Platting Control Ordinance. Noted below are a couple of minor revisions to be made to the CSM prior to its recordation in the Kenosha County Register of Deeds office.

STAFF RECOMMENDATION:

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

1. The Certified Survey Map shall be subject to the following:
 - a. Subject to making the following revisions to the CSM:

- (1) Add a note indicating the proposed Lots will be served by municipal sewer.
 - (2) On Sheet 7, remove the "Plan Commission Approval" signature area (only Village Board approval is required).
-
- b. Subject to sending an electronic copy of the revised CSM showing the aforementioned changes to the Kenosha County Department of Planning and Development office to receive sign-off prior to the surveyor preparing the recordable CSM document for signatures. The county contact is Luke Godshall who can be contacted at the following e-mail address: luke.godshall@kenoshacountywi.gov.
 - c. No land division shall be recorded if any portion or part of the parent parcel has any unpaid taxes or outstanding special assessments without prior approval of the local and Kenosha County Treasurer.
 - d. Subject to the Certified Survey Map (CSM) being recorded with the Kenosha County Register of Deeds within twelve (12) months of receiving approval from the Somers Village Board.



VILLAGE OF SOMERS

Department of Planning & Development

May 2015

RECEIVED

JUN 18 2026

Kenosha County
Planning & Development

LAND DIVISION APPLICATION

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

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

- ☒ Certified Survey Map
- ☐ Subdivision Preliminary Plat
- ☐ Subdivision Final Plat
- ☐ Condominium Plat

Applicant is: ☒ Property Owner ☐ Subdivider ☐ Other _____

Applicant Name: Lakeview Townhomes, LLC; Attn: Ken Marek Date 05.21.26

Mailing Address: 600 52nd Street, Suite 310 Phone # _____

Kenosha, Wisconsin 53140 Phone # _____

Tax Parcel Number(s): 83-4-223-052-7017

_____ Acreage of Project: 4.222

Location of Property (including legal description):

101 2nd LN, Kenosha, Wisconsin 53140

Being a part of Government Lot 1 and Lot 2 of the Fractional Northwest 1/4 of Section 5, Township 2 North,

Range 23 East, in the Village of Somers, Kenosha County, Wisconsin.

Subdivision/Development Name (if applicable): _____

Existing Zoning: R-9 Proposed Zoning: R-9

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

Present High Density Residential

Proposed High Density Residential

Present Use(s) of Property: Residential Apartments

Proposed Use(s) of Property: Residential Apartments

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

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

The subdivision abuts a county trunk highway Yes () No (✓)

The subdivision contains shoreland/floodplain areas Yes () No (✓)

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

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

REQUIRED SIGNATURE(S) FOR ALL APPLICATIONS:

John Kenneth Marsh, Manager 5/28/2026
Property Owner's Signature Date

Property Owner's Signature Date

REQUIRED APPLICABLE SIGNATURES:

John Kenneth Marsh, Manager 5/28/2026
Applicant's Signature Date

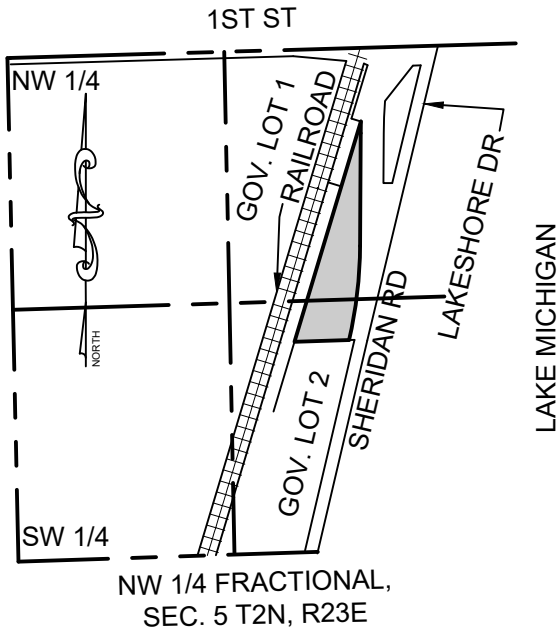
Developer's Signature Date

CERTIFIED SURVEY MAP NO. _____

Being a part of Government Lot 1 and Lot 2 of the Fractional Northwest 1/4 of Section 5, Township 2 North, Range 23 East, in the Village of Somers, Kenosha County, Wisconsin.

Prepared for:
Lakeview Townhomes LLC
c/o Elyon Property Management
600 52nd St Suite 310
Kenosha, WI 53140

VICINITY SKETCH
SCALE 1"=1000'



April 9, 2025
REVISED: April 21, 2026

Subject Property
Zoning: R-9
Tax Key Number: 83-4-223-052-7017
Owner: LAKEVIEW TOWNHOMES LLC
Address: 101 2ND LN KENOSHA 53140

NOTES:

- All measurements have been made to the nearest one-hundredth of a foot.
- All angular measurements have been made to the nearest one second.
- Coordinates referenced to the Wisconsin State Plane Coordinate System, South Zone (N.A.D. 1983/2011). Bearings referenced to the South line of the Northwest 1/4 of Section 5, Township 2 North, Range 23 East which has a bearing of N88°08'27"E.

Prepared By:
PINNACLE ENGINEERING GROUP

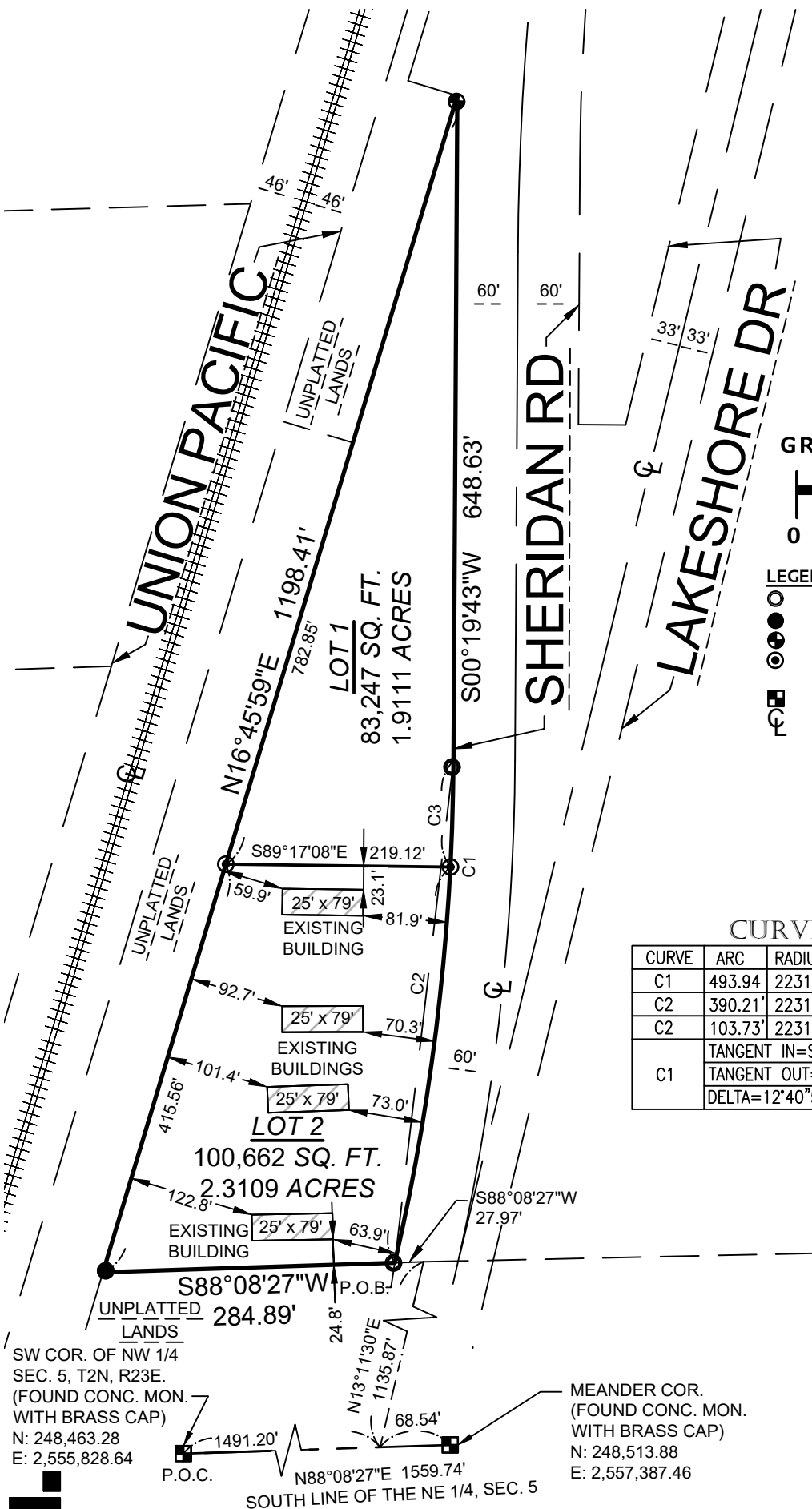
20725 WATERTOWN ROAD | SUITE 100
BROOKFIELD, WI 53186
OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

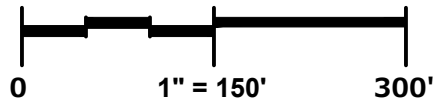
DRAFTED BY: BML
JOB#6750.00
SHEET 1 OF 7

CERTIFIED SURVEY MAP NO. _____

Being a part of Government Lot 1 and Lot 2 of the Fractional Northwest 1/4 of Section 5, Township 2 North, Range 23 East, in the Village of Somers, Kenosha County, Wisconsin.



GRAPHICAL SCALE (FEET)

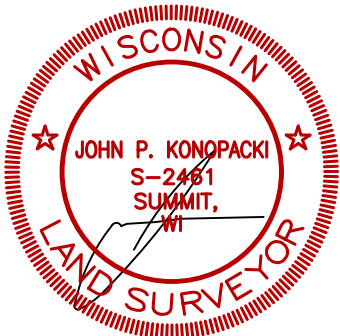


LEGEND:

- Denotes Found 1.25" Iron Pipe
- Denotes Found 3/4" Iron Rod
- Denotes Found 1/2" Iron Rod
- Denotes Set 3/4" X 18" Iron Rebar, 1.5 LBS/FT.
- Denotes Monument
- Denotes Center Line

CURVE DATA

CURVE	ARC	RADIUS	CH. BEARING	CHORD
C1	493.94	2231.83'	S06°40'08"W	492.94'
C2	390.21'	2231.83'	S08°00'01"W	389.71'
C2	103.73'	2231.83'	S01°39'36"W	103.72'
C1	TANGENT IN=S00°19'43"W			
	TANGENT OUT=S13°00'33"W			
	DELTA=12°40'50"			



DATE: April 9, 2026
REVISED: April 21, 2026
DRAFTED BY: BML
JOB#6750.00
SHEET 2 OF 7

SW COR. OF NW 1/4
SEC. 5, T2N, R23E.
(FOUND CONC. MON.
WITH BRASS CAP)
N: 248,463.28
E: 2,555,828.64

MEANDER COR.
(FOUND CONC. MON.
WITH BRASS CAP)
N: 248,513.88
E: 2,557,387.46

Prepared By:
PINNACLE ENGINEERING GROUP

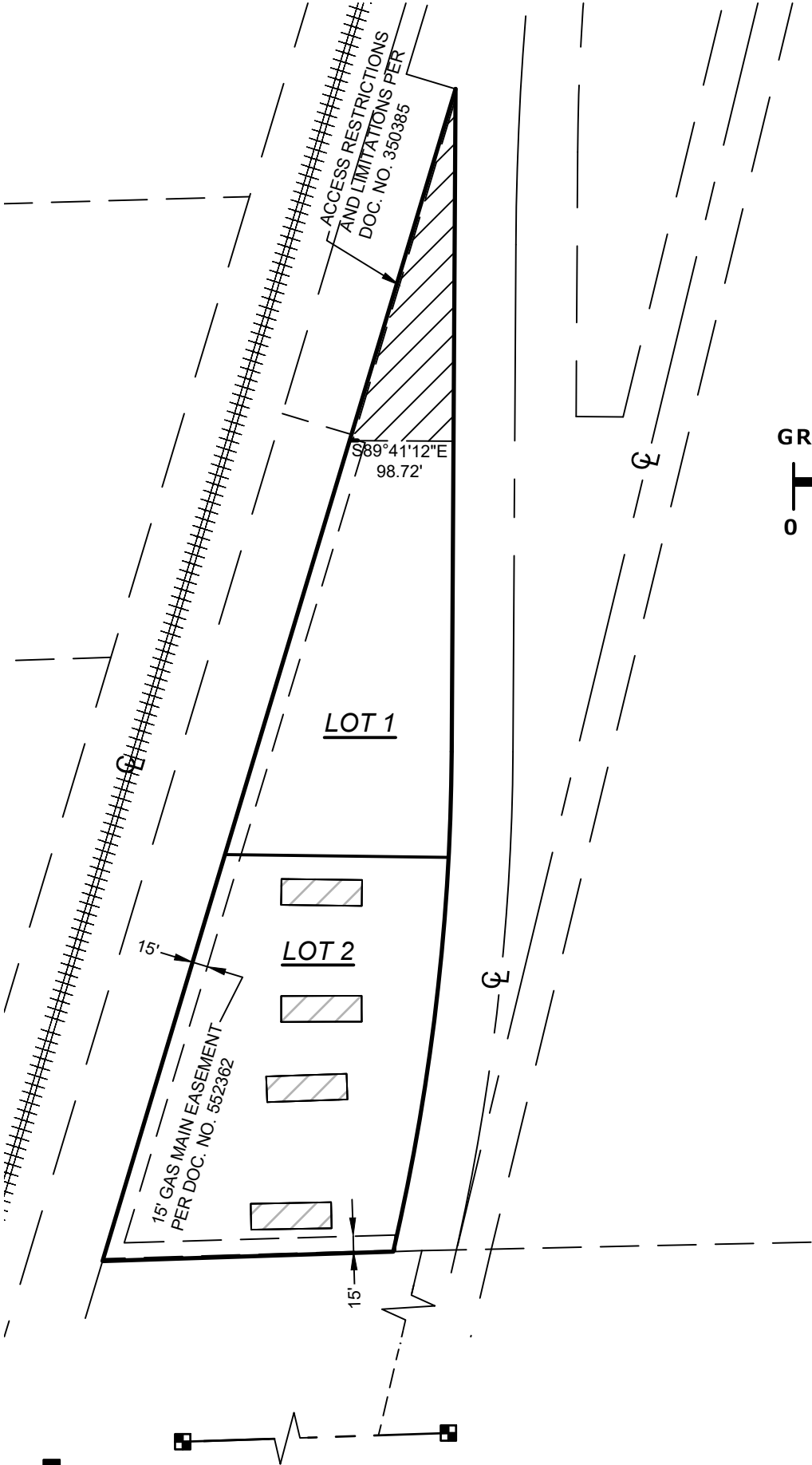
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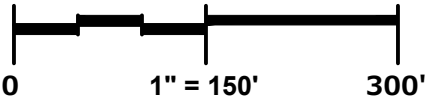
CERTIFIED SURVEY MAP NO. _____

Being a part of Government Lot 1 and Lot 2 of the Fractional Northwest 1/4 of Section 5, Township 2 North, Range 23 East, in the Village of Somers, Kenosha County, Wisconsin.

EASEMENTS OF RECORD SHOWN FOR REFERENCE PURPOSES



GRAPHICAL SCALE (FEET)



DATE: April 9, 2026
REVISED: April 21, 2026
DRAFTED BY: BML
JOB#6750.00
SHEET 3 OF 7

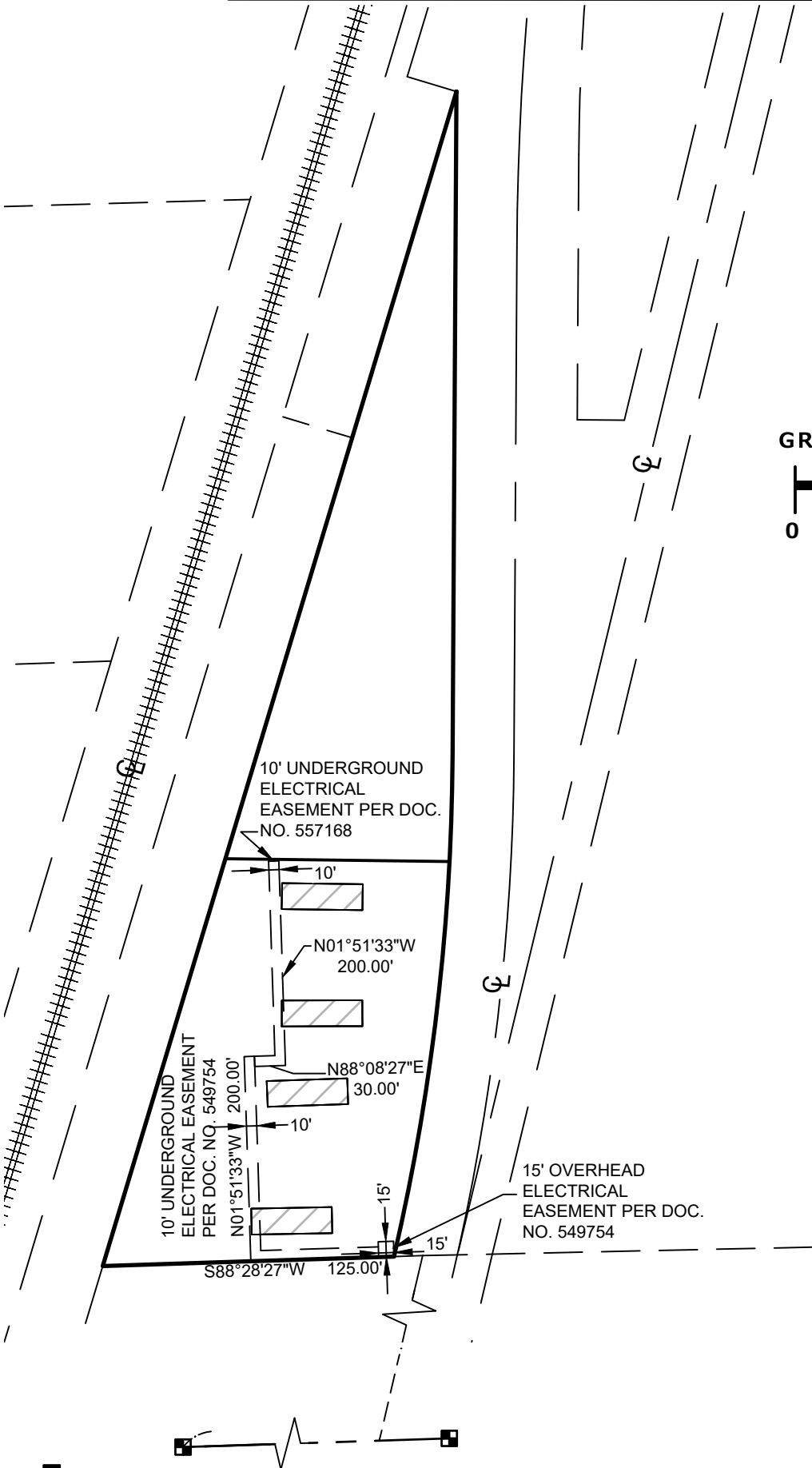
Prepared By:
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD | SUITE 100
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OFFICE: (262) 754-8888

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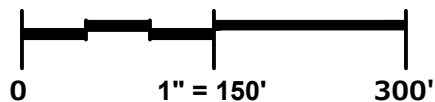
CERTIFIED SURVEY MAP NO. _____

Being a part of Government Lot 1 and Lot 2 of the Fractional Northwest 1/4 of Section 5, Township 2 North, Range 23 East, in the Village of Somers, Kenosha County, Wisconsin.

EASEMENTS OF RECORD SHOWN FOR REFERENCE PURPOSES



GRAPHICAL SCALE (FEET)



Prepared By:
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD | SUITE 100
BROOKFIELD, WI 53186
OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS License No. S-2461

DATE: April 9, 2026
REVISED: April 21, 2026
DRAFTED BY: BML
JOB#6750.00
SHEET 4 OF 7

CERTIFIED SURVEY MAP NO. _____

Being a part of Government Lot 1 and Lot 2 of the Fractional Northwest 1/4 of Section 5, Township 2 North, Range 23 East, in the Village of Somers, Kenosha County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
KENOSHA COUNTY) SS

I, John P. Konopacki, Professional Land Surveyor, do hereby certify:

That I have surveyed, mapped and divided that part of Government Lot 1 and Lot 2 of the Fractional Northwest 1/4 and the Southwest 1/4 of the Northeast 1/4 of Section 5, Township 2 North, Range 23 East, in the Village of Somers, Kenosha County, Wisconsin, which is bounded and described as follows:

Commencing at the Southwest corner of the Northwest 1/4 said Section 5;
Thence North 88°08'27" East along the South line of said Northwest 1/4, 1491.20 feet to a point on the West line of Sheridan Road;
Thence North 13°11'30" East along said West line, 1,135.87 feet;
Thence South 88°08'27" West along said West line 27.97 feet to the Point of Beginning;
Thence South 88°08'27" West, 284.89 feet;
Thence North 16°45'59" East, 1,198.41 feet, to the west line of said Sheridan Road;
Thence South 00°19'43" West along said west line 648.63 feet to a point of curvature;
Thence Southwesterly 493.94 feet along the arc of tangential curve to the right and said west line, whose radius is 2,231.83 feet and whose chord bears South 06°40'08" West, 492.94 feet to the Point of Beginning.

Containing 183,909 square feet (4.2220 acres) of land.

That I have made such survey, land division and map by the direction of Lakeview Townhomes LLC, owner of said land.

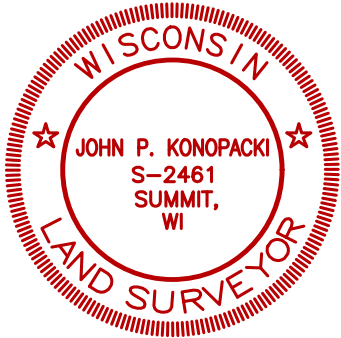
That such map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

That I have fully compiled with the requirements of Chapter 236 of the Wisconsin State Statutes and the Village of Somers Land Division Ordinance, mapping and dividing the land within the subdivision / certified survey map.

Date: April 9, 2026
Revised: April 21, 2026



John P. Konopacki
Professional Land Surveyor S-2461



 Prepared By:
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD | SUITE 100
BROOKFIELD, WI 53186
OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

DATE: April 9, 2026
REVISED: April 21, 2026
DRAFTED BY: BML
JOB#6750.00
SHEET 5 OF 7

CERTIFIED SURVEY MAP NO. _____

Being a part of Government Lot 1 and Lot 2 of the Fractional Northwest 1/4 of Section 5, Township 2 North, Range 23 East, in the Village of Somers, Kenosha County, Wisconsin.

OWNER'S CERTIFICATE

Lakeview Townhomes LLC, a Limited Liability Company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said limited liability company caused the land described on this certified survey map to be surveyed, divided and mapped as represented on this certified survey map.

Lakeview Townhomes LLC, as owner, does further certify that this certified survey map is required by Chapter 236 of the Wisconsin State Statutes to be submitted to the following for approval:

IN WITNESS WHEREOF, the said _____ has caused these presents to be signed by (name - print) _____, (title) _____, at (city) _____, _____ County, Wisconsin, on this _____ day of _____, 2026.

In the presence of:

Name (signature) - Title

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____, 2026, (name) _____, (title) _____, of the above named limited liability company, to me known to be the persons who executed the foregoing instrument, and to me known to be such _____(title) of said limited liability company, and acknowledged that they executed the foregoing instrument as such officer as the deed of said limited liability, by its authority.

 Prepared By:
 **PINNACLE ENGINEERING GROUP**
20725 WATERTOWN ROAD | SUITE 100
BROOKFIELD, WI 53186
OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461



DATE: April 9, 2026
REVISED: April 21, 2026
DRAFTED BY: BML
JOB#6750.00
SHEET 6 OF 7

CERTIFIED SURVEY MAP NO. _____

Being a part of Government Lot 1 and Lot 2 of the Fractional Northwest 1/4 of Section 5, Township 2 North, Range 23 East, in the Village of Somers, Kenosha County, Wisconsin.

PLAN COMMISSION APPROVAL

Approved by the Plan Commission of the Village of Somers on this _____ day of _____, 2026.

Date

George Stoner, Chairman

Date

Wendy Burnette, Clerk-Treasurer

VILLAGE BOARD APPROVAL

Approved by the Village Board of the Village of Somers on this _____ day of _____, 2026.

Date

George Stoner, Village President

Date

Wendy Burnette, Clerk-Treasurer

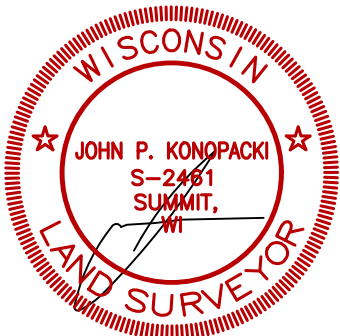


Prepared By:

PINNACLE ENGINEERING GROUP

20725 WATERTOWN ROAD | SUITE 100
BROOKFIELD, WI 53186
OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS License No. S-2461



DATE: April 9, 2026
REVISED: April 21, 2026
DRAFTED BY: BML
JOB#6750.00
SHEET 7 OF 7



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

WORK SESSION: August 18, 2026

TO: Village President Stoner and Board of Trustees

PREPARED BY: Jim Hurley, Village/Town Administrator

AGENDA ITEM: #6 Discuss Request to Rezone and for a Land Division (Preliminary Plat) by: Mastercraft Builders LLC, 5008 Green Bay Rd, Kenosha, WI 53144 (Owner), Nancy Washburn, Land Development Administration, LLC, 7450 County Line Rd, Mount Pleasant, WI 53403 (Agent), requesting rezoning from A-2 General Agricultural Dist. to R-4.5 Urban Single-Family Residential Dist., C-1 Lowland Resource Conservancy Dist., a PUD Planned Unit Development Overlay Dist., and a preliminary plat of the Bella Terra Subdivision on Tax Parcel # 82-4-222-171-0043, located in the NE 1/4 of Section 17, T2N, R22E, Village of Somers. (For information use only, the property is located on the south side of Highway E, across from Shoreland Lutheran High School).

BACKGROUND:

In January 2026, Mastercraft Builders, LLC, applied for rezoning and a preliminary plat at tax parcel 82-4-222-171-0043. The details of the submission are included in the 2/27/26 memo from Senior Land Use Planner Luke Godshall.

In March, the Village hosted a public hearing regarding the requests. At the meeting, the Village learned that surrounding properties did not receive notice of the hearing. Staff confirmed and rescheduled the hearing to the April Plan Commission meeting.

Per the meeting minutes of the April public hearing, the items were tabled by the Plan Commission until after the Village engineer approves the stormwater plans for the site.

Mastercraft revised the preliminary plat in response to the comments from Kenosha County Zoning and Highways, including:

- Indicated a total of 60 feet of right-of-way to be dedicated for public road purposes on the south half of the CTH “E”/12th Street right-of-way. Lot 42 was reduced from 21,887 to 20,586 sq. ft.
- Added a note stating there shall be no direct vehicular access to CTH E (12th Street) from Lots 1 and 42.
- Added a legend item for the triangular symbols labelled as “DP-1”, “DP-2”, etc.
- Identified all phases of the proposed subdivision on the preliminary plat.

No changes were required for the rezoning request.

UPDATE:

At the August Plan Commission meeting, the Village engineer provided a recommendation of approval of the preliminary plat. The engineer confirmed that Outlot 2 has sufficient space for the detention pond.

Minor wetlands on lots 1 and 9&10 were removed from the plat because the Wisconsin Department of Natural Resources (WDNR) confirmed that the developer’s wetland delineations met the criteria for a non-federal wetland exemption, and will be filled. The wetland on Outlot 2 remains because it is not part of the exemption.

The Village Plan Commission unanimously recommended approval of the rezoning and preliminary plat. However, it was discovered that the rezoning request included “public hearing” on the agenda in error, and staff was asked to confirm with legal counsel if a second hearing is now legally required.

A hearing is only required if there is a material change to the application and/or plans. The Village engineer and Zoning are not of the opinion that the above stated changes are significant.

The stormwater review did not result in changes to the plat, and the remaining changes were to address comments from Zoning, and Kenosha County Highways. A final plat is still required, which will need to address the remaining items discussed in the 8/4/2026 Zoning memo.

If the Village chooses to host a second hearing, it can only be for the rezoning request because the preliminary plat has met the conditions per §. 18.20 of the Village Code, and the Village must approve within 90 days of the submission, or an extension agreed to by both parties (§. 18.19). The developer agreed to extend the approval period until after receiving approval of the plat from the Village engineer, which has been met.

In April, the Village hosted a public hearing on the rezoning request, which has not changed from the submission received in January 2026.

Additionally, the Village could have issues with approving a preliminary plat and a final plat, which must be approved within 30 days of approving the preliminary plat as long as it conforms to all technical requirements set forth in § 18.20 and § 18.23, but the property has not been rezoned. I would need to further research with legal counsel.

Lastly, the Village will send notices to surrounding properties of the final plat once it is received to advise of the Plan Commission meeting.

COMMENTS:

The preliminary plat and rezoning requests will be added to the next regular meeting on September 8, 2026, for action by the Village Board.

ATTACHMENTS:

8/4/2026 Memo from Zoning

2/27/2026 Memo from Zoning

Project Narrative

Rezoning Application

4/13/2026 Preliminary Plat

Approval from Village Engineering

Draft Declaration of Covenants

Draft Minutes from Aug. 10 Plan Commission with Highlights



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: 03-27-26
RPT DATE: 08-04-26
MTG DATE: 08-10-26
RE: Bella Terra subdivision

PROJECT/SITE INFO:

1. Petitioner/Agent: Nancy Washburn, Land Development Administration, LLC
 2. Property Owner: Mastercraft Builders LLC
 3. Location/Address: South side of CTH E, approx. ¼ mile west of CTH H
 4. Tax key Number(s): 82-4-222-171-0043
 5. Area: 22.4 acres
 6. Existing Zoning: A-2 General Agricultural Dist.
 7. Proposed Zoning: R-4.5 Urban Single-Family Residential Dist., C-1 Lowland Resource Conservancy Dist., PUD Planned Unit Development Overlay Dist.
 8. Existing Land Use: Medium-Density Residential, Nonfarmed Wetland, Other Conservancy Land to be Preserved
 9. Proposed Land Use: no change proposed
-

PROJECT OVERVIEW:

The Petitioner is seeking approvals to amend the zoning designation on the subject parcel to allow for a proposed 42-Lot single-family residential subdivision development known as Bella Terra.

PLANNER COMMENTS:

In the time since the previous plan commission meetings have been held for this project on March 9th and April 13th 2026, the Petitioner has submitted a revised preliminary plat (dated revised April 13, 2026) and revised “Declaration of Covenants, Restrictions and Easements for Bella Terra Subdivision” document on 3/13/2026. Both documents address all zoning-related comments from the previous staff report of 2/27/2026 (copy attached).

The Petitioner has also submitted a final plat document (dated March 24, 2026) in preparation of receiving preliminary plat approval from the Village Board. The submitted final plat document is for Phase 1 of the subdivision which consists of 25 of the planned 42 single-family Lots. Phase 2 of the subdivision would be created with a future final plat to create the remaining Lots as depicted on the preliminary plat.

The submitted final plat of Phase 1 conforms to the requirements found in the Village of Somers Land Division and Platting Control ordinance (Chapter 18). There are a couple of minor items to be revised on the final plat which have been indicated in the staff recommendation below. These items, and any other items which may be determined by the Plan Commission and Board, will need to be incorporated into a revised final plat before eventually being recorded with the Kenosha County Register of Deeds.

STAFF RECOMMENDATION:

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

1. The plat shall be subject to addressing any comments/conditions provided by Wisconsin Department of Administration – Plat Review.
2. The following items shall be revised on the face of the plat:
 - a. Remove Note 7) which reads “Existing zoning of this property is A-2 General Agricultural” (rezoning approval for this site from A-2 to R-4.5, PUD Overlay, and C-1 has been approved by the Village Board).
 - b. Revise Note 2) to read “There shall be no further land divisions within Bella Terra, except for Outlot 3 which is reserved to be platted as Phase 2 of the Bella Terra subdivision.”
3. Subject to receiving final approval for a stormwater management plan from the Village engineer.



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: 01-29-26
RPT DATE: 02-27-26
MTG DATE: 03-09-26
RE: Bella Terra Rezoning & Preliminary Plat

PROJECT/SITE INFO:

1. Petitioner/Agent: Nancy Washburn, Land Development Administration, LLC
2. Property Owner: Mastercraft Builders LLC
3. Location/Address: South side of CTH E, approx. ¼ mile west of CTH H
4. Tax key Number(s): 82-4-222-171-0043
5. Area: 22.4 acres
6. Existing Zoning: A-2 General Agricultural Dist.
7. Proposed Zoning: R-4.5 Urban Single-Family Residential Dist., C-1 Lowland Resource Conservancy Dist.
8. Existing Land Use: Medium-Density Residential, Nonfarmed Wetland, Other Conservancy Land to be Preserved
9. Proposed Land Use: no change proposed

PROJECT OVERVIEW:

The Petitioner is proposing to amend the zoning designation on the subject parcel to allow for a proposed 42-Lot single-family residential subdivision development known as Bella Terra.

PLANNER COMMENTS:

The submitted rezoning application proposes R-4.5 zoning with a Planned Unit Development (PUD) overlay to allow for a reduced lot width reduction from 90 feet (required by ordinance) to 85 feet. All Lots of the subdivision would meet minimum R-4.5 zoning standards for lot area (at least 12,000 square feet) and minimum setback requirements (65' from CTH E, 30' from Village roads, 10' side and 25' rear). The proposed R-4.5 zoning for the site is consistent with the adopted land use plan category of 'Medium-Density Residential' and therefore no amendment to the land use plan is required.

Wetlands have recently been professionally delineated on the site in October 2025. The submitted project narrative indicates that minor wetlands will be filled, while a larger wetland area identified near the southeastern portion of the development tract will be retained and rezoned to C-1 Lowland Resource Conservancy.

The submitted preliminary plat, dated revised January 22, 2026 and prepared by Dennis C. Sauer of Metropolitan Survey Service, Inc., 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.

Kenosha County Highways has reviewed the proposed preliminary plat and has indicated that CTH “E” (12th Street) is planned to be a 120-foot total right-of-way width. The preliminary plat shall be revised to clearly indicate that a total of 60 feet of right-of-way is dedicated to the public for road purposes on the south half of CTH “E”.

Lots within the subdivision are proposed to be accessed via new streets to be dedicated to the Village of Somers. These streets are labelled on the preliminary plat as “92nd Avenue”, “12th Place” and “91st Avenue”. The County Land Information Office has reviewed and approved the street layout and names as proposed on preliminary plat.

STAFF RECOMMENDATION:

Should the Plan Commission choose to recommend approval of the proposed rezoning and 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. Per Kenosha County Highways, indicate a total of 60 feet of right-of-way to be dedicated for public road purposes on the south half of the CTH “E”/12th Street right-of-way.
 - b. Add a note stating there shall be no direct vehicular access to CTH E (12th Street) from Lots 1 and 42.
 - c. Per Section 18.20(B)(18) of the Village ordinance, add conceptual sanitary sewer, water main and storm sewer layout.
 - d. Add a legend item for the triangular symbols labelled as “DP-1”, “DP-2”, etc...
 - e. If applicable, identify all proposed phases of the proposed subdivision on the preliminary plat.
 - f. If applicable, locate and identify any proposed development sign easements on the preliminary plat.
3. The following items shall be revised on the face of the preliminary plat:
 - a. In Note #11, revise “eithin” to read “within”.
4. The following items shall be revised in the draft “*Declaration of Covenants, Restrictions and Easements for Bella Terra Subdivision*” document:
 - a. Revise references to “Village/Town of Somers” to read “Village of Somers”.
 - b. Remove references to “Kenosha County” on page 4 (sections 3.6, 3.8(a), 3.8(b)), page 5 (sections 3.8(e), 3.9, 3.10(c)), and page 6 (section 3.11).
 - c. Remove references to “Kenosha County Department of Parks and Land Use” on page 6 (sections 3.11 1) & 3.11 2)).
5. Subject to receiving final approval for a stormwater management plan from the Village engineer.

January 29, 2026

Mr. Luke Godshall
Senior Land Use Planner
Kenosha County Public Works & Development Services
Division of Planning & Development
19600 75th Street, Suite 185-3
Bristol, WI 53104

Dear Luke:

Am pleased on behalf of Mastercraft Builders, LLC of Kenosha to submit to the Town/Village of Somers the Preliminary Plat and Zoning Request for Bella Terra Subdivision located on Hwy E.

The parcel consists of approximately 23 Acres located at 9027 12th Street. Our Preliminary Plat consists of 42 single family residential lots and 2 outlots and reflects the Concept Plan that was moved forward on December 8, 2025, by the Town/Village Plan commission.

The zoning application includes exhibits for the existing zoning and future zoning to R-4.5 Urban Single Family Residential District and C-1 lowland Conservation which is consistent with the Kenosha County Land Use Plan.

In view of the rising cost of infrastructure improvements we did request and previously received relief from the lot width requirement of 90 feet. The Subdivision will have a Planned Unit Development Overlay (PUD) so that can be accommodated. The majority of the lots in the Plat are 85 feet in width which allows for a sizable home with a 3-car garage.

The site will be serviced by sanitary sewer which is available in 12th Street. Municipal water is currently out for municipal bid and is to be installed in HWY E. We are hoping to coordinate our approvals, engineering and subdivision construction with the Water Main project initiated by the Village/Town Somers.

The Preliminary Plat considers our stormwater management needs and has been studied by our engineer, Randy Bruckner of JSD Engineering in Milwaukee, WI. He has considered the large pass-through stormwater as well as captured what we need to retain on site. Those features will be kept in Outlots 1 & 2 which will be owned by each individual lot owner in an undivided interest and managed by the Developer until a homeowner's association is created. The roadway is designed with a rural cross section, will be public and dedicated to the Town/Village on the final plat.

We anticipate that this will be built in 2 final phases. Those to be determined upon receipt of revised engineering. The goal is to build at least 20 to 22 lots in the first phase.

Attached is a Draft of the Restrictive Covenants for your review.

We have made application to WE Energies for electric, gas and their co-locates of ATT and spectrum. They are aware of the Village/Towns request to run their lines in the rear of all lots. They are awaiting our revised engineering and will be setting up a design meeting soon.

I have met with Greg Boldt from Kenosha County Highway and are in discussions on the process for submitting our plans for re-ditching or taking underground the ditch line in HWY E.

We previously had TADI perform a TIA as required by Kenosha County. The Plat and plans reflect the conditions from Kenosha County Highway.

The wetlands noted on the Preliminary Plat were delineated in the fall of 2020 by Dave Meyer of Wetland and Waterway Consultants and re-delineated in October of 2025 by Kristi Sherfinski of LandCO2, an assured delineator. Permits were also obtained in 2025 for the filling of the minor wetlands. The larger wetland complex in Outlot 2 is higher quality and will be protected from disturbance per the municipal code and further described in the Restrictive Covenants.

Mastercraft Builders will be the master builder in the subdivision. They estimate the value of the lot to be approximately 25% of the build contract. Further estimate the value of the typical lot and home packages will range from \$550,000 to \$700,000. Note that the model currently for sale on 12th street is listed at \$649,900. That home is a 1,950 square foot, 4-bedroom, 2 bath ranch.

We look forward to presenting this to the Plan Commission and look forward to any comments received ahead of that meeting.

Respectfully Submitted,

Nancy Washburn

Nancy Washburn
Land Development Administration, LLC

Agent for Mastercraft Builders, LLC

Cc: Jim Duerrwaechter, Mastercraft Builders, LLC
Randy Bruckner, JSD Engineering
Jim Hurley, Village/Town of Somers Administrator



May 2015

VILLAGE OF SOMERS

Department of Planning and Development

REZONING APPLICATION

RECEIVED

JAN 23 2026

Kenosha County
Planning & Development

(a) Property Owner's Name:

Mastercraft Builders, LLC

Print Name: Jim Duerrwaechter

Signature:

Mailing Address: 5008 Green Bay Road

City: Kenosha

State: WI

Zip: 53144

Phone Number:

E-mail (optional):

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

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

Print Name: Nancy Washburn

Signature:

Business Name: Land Development Administration

Mailing Address: 7450 County Line Rd

City: Mt. Pleasant

State: WI

Zip: 53403

Phone Number:

E-mail (optional):

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

82-4-222-171-0040

Property Address of property to be rezoned:

9027 12th Street, Somers

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

Property being rezoned to create a single family residential subdivision.

REZONING APPLICATION

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

☐ A-1 Agricultural Preservation District	☐ B-1 Neighborhood Business District
☒ A-2 General Agricultural District	☐ B-2 Community Business District
☐ A-3 Agricultural Related Manufacturing, Warehousing and Marketing District	☐ B-3 Highway Business District
☐ A-4 Agricultural Land Holding District	☐ B-4 Planned Business District
☐ AE-1 Agricultural Equestrian Cluster Single-Family District	☐ B-5 Wholesale Trade and Warehousing District
☐ R-1 Rural Residential District	☐ BP-1 Business Park District
☐ R-2 Suburban Single-Family Residential District	☐ B-94 Interstate Highway 94 Special Use Business District
☐ R-3 Urban Single-Family Residential District	☐ M-1 Limited Manufacturing District
☐ R-4 Urban Single-Family Residential District	☐ M-2 Heavy Manufacturing District
☐ R-4.5 Urban Single-Family Residential District	☐ M-3 Mineral Extraction District
☐ R-5 Urban Single-Family Residential District	☐ M-4 Sanitary Landfill and Hazardous Waste Disposal District
☐ R-6 Urban Single-Family Residential District	☐ I-1 Institutional District
☐ R-7 Suburban Two-Family and Three-Family Residential District	☐ PR-1 Park-Recreational District
☐ R-8 Urban Two-Family Residential District	☐ C-1 Lowland Resource Conservancy District
☐ R-9 Multiple-Family Residential District	☐ C-2 Upland Resource Conservancy District
☐ R-10 Multiple-Family Residential District	☐ FPO Floodplain Overlay District
☐ R-11 Multiple-Family Residential District	☐ PUD Planned Unit Development Overlay District
☐ R-12 Mobile Home/Manufactured Home Park-Subdivision District	☐ AO Airport Overlay District
	☐ RC Rural Cluster Development Overlay District

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

☐ A-1 Agricultural Preservation District	☐ B-1 Neighborhood Business District
☐ A-2 General Agricultural District	☐ B-2 Community Business District
☐ A-3 Agricultural Related Manufacturing, Warehousing and Marketing District	☐ B-3 Highway Business District
☐ A-4 Agricultural Land Holding District	☐ B-4 Planned Business District
☐ AE-1 Agricultural Equestrian Cluster Single-Family District	☐ B-5 Wholesale Trade and Warehousing District
☐ R-1 Rural Residential District	☐ BP-1 Business Park District
☐ R-2 Suburban Single-Family Residential District	☐ B-94 Interstate Highway 94 Special Use Business District
☐ R-3 Urban Single-Family Residential District	☐ M-1 Limited Manufacturing District
☐ R-3 Urban Single-Family Residential District	☐ M-2 Heavy Manufacturing District
☒ R-4.5 Urban Single-Family Residential District	☐ M-3 Mineral Extraction District
☐ R-5 Urban Single-Family Residential District	☐ M-4 Sanitary Landfill and Hazardous Waste Disposal District
☐ R-6 Urban Single-Family Residential District	☐ I-1 Institutional District
☐ R-7 Suburban Two-Family and Three-Family Residential District	☐ PR-1 Park-Recreational District
☐ R-8 Urban Two-Family Residential District	☒ C-1 Lowland Resource Conservancy District
☐ R-9 Multiple-Family Residential District	☐ C-2 Upland Resource Conservancy District
☐ R-10 Multiple-Family Residential District	☐ FPO Floodplain Overlay District
☐ R-11 Multiple-Family Residential District	☒ PUD Planned Unit Development Overlay District
☐ R-12 Mobile Home/Manufactured Home Park-Subdivision District	☐ AO Airport Overlay District
	RC Rural Cluster Development Overlay District

REZONING APPLICATION

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

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

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

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

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

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

Supervisory District Number: 19 County Board Supervisor: Keith Gray

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

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

(For other fees see the Fee Schedule)

Note: Agricultural Use Conversion Charge

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

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



VILLAGE OF SOMERS

Department of Planning & Development

VILLAGE OF SOMERS REZONING PROCEDURES

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

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

Meeting Date: December 18, 2025

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

Meeting Date: December 18, 2025

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

Filing Deadline: January 30, 2026

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

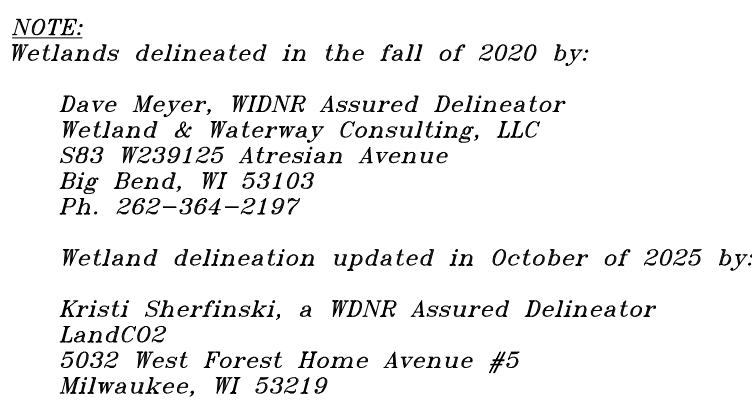
- ☐ 7. Attend the Village Plan Commission and the Village Board meetings. **NOTE:** You must attend or the Village will not be able to act on your request. At these meetings you will be asked to brief the committee on your request.

Village Plan Commission meeting date (tentative): March 9, 2026

Village Board meeting date (tentative): March 17, 2026 Work session

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

January 26, 2026



Dennis C. Sauer
Professional Land Surveyor S-2421

BELLA TERRA
ZONING EXHIBIT "B"
(Proposed Lay-out and Zoning)

LEGAL DESCRIPTION:

Lot 3 of CERTIFIED SURVEY MAP NO. 3049, being a part of the Northeast 1/4 and the Northwest 1/4 of the Northeast 1/4 of Section 17, Township 2 North, Range 22 East, Village of Somers, Kenosha County, Wisconsin.
January 26, 2026

NOTES:

- 1) Outlots to be managed by the Bella Terra Homeowners Association.
- 2) Outlots to be owned by the lot owners in an undivided 1/42 interest.
- 3) Proposed Zoning for this development to be as follows:

Residential Lots - R 4.5 (Urban Single Family Residential District with a PUD Overlay)
643,110 sq. ft. (14.76 acres).

Delineated Wetlands - C-1 (Lowland Resource Conservancy District)
24,938 sq. ft. (0.57 acres)

R4.5 (w/PUD Overlay) Minimum Building Setbacks
Street yard: 65 ft. from C.T.H. "E".
30 ft. from all other roads
Side yard: 10 ft. each side
Rear yard: 25 ft. min.

- 4) Wetlands delineated in the fall of 2020 by:
Dave Meyer, WIDNR Assured Delineator
Wetland & Waterway Consulting, LLC
S83 W239125 Artesian Avenue
Big Bend, WI 53103
(262) 364-2197

Updated in October of 2025 by:
Kristi Sherfinski, a WIDNR Assured Delineator
LandC02
5032 West Forest Home Avenue #5
Milwaukee, WI 53219
(414) 622-0103

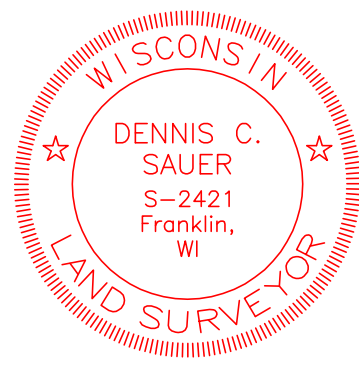
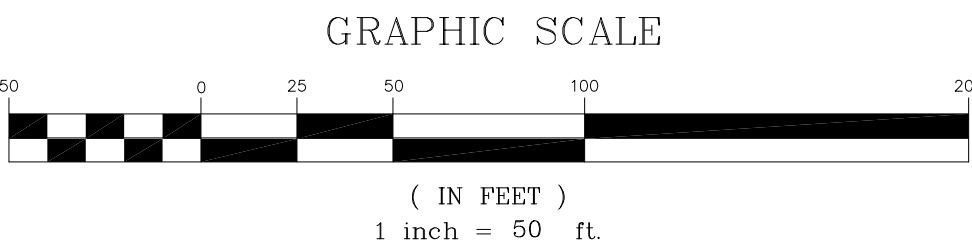
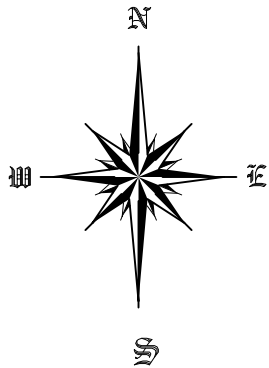


METROPOLITAN SURVEY
SERVICE, INC.

PROFESSIONAL LAND SURVEYORS

8482 South 76th Street
Franklin, Wisconsin 53132
PHONE (414) 529-8380
survey@metropolitansurvey.com
www.metropolitansurvey.com

Somers Site Mastercraft/ZoningExhibits-EX10.dwg



I HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE ABOVE MAP IS A TRUE REPRESENTATION THEREOF AND SHOWS THE SIZE AND LOCATION OF THE PROPERTY, ITS EXTERIOR BOUNDARIES, THE LOCATION OF ALL VISIBLE STRUCTURES AND DIMENSIONS OF ALL PRINCIPAL BUILDINGS THEREON, BOUNDARY FENCES, APPARENT EASEMENTS AND ROADWAYS AND VISIBLE ENCROACHMENT, IF ANY.

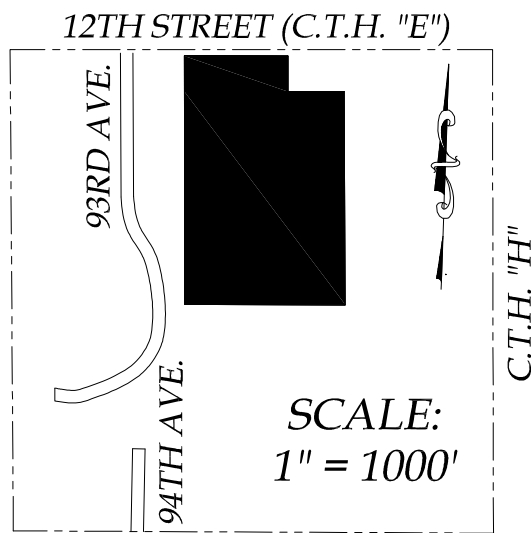
THIS SURVEY IS MADE FOR THE EXCLUSIVE USE OF THE PRESENT OWNERS OF THE PROPERTY, AND ALSO THOSE WHO PURCHASE, MORTGAGE, OR GUARANTEE THE TITLE THERETO WITHIN ONE (1) YEAR FROM THE DATE HEREOF.

SIGNED

Dennis C. Sauer
Dennis C. Sauer
Professional Land Surveyor S-2421

PRELIMINARY PLAT OF
BELLA TERRA

Lot 3 of CERTIFIED SURVEY MAP NO. 3049, Being a part of the Northeast 1/4
and the Northwest 1/4 of the Northeast 1/4 of Section 17, Township 2 North,
Range 22 East, in the Village of Somers, Kenosha County, Wisconsin



VICINITY SKETCH
NE 1/4 SEC. 17, T2N, R22E



NOTES:

- 1) Bella Terra is a single-family development.
- 2) There shall be no further land divisions within Bella Terra.
- 3) There shall be no moving of existing homes or structures into Bella Terra.
- 4) All lots within this plat will be served by municipal sanitary sewer and water.
- 5) Outlots to be managed by the Bella Terra Homeowners Association.
- 6) Outlots to be owned by the lot owners in an undivided 1/42 interest.
- 7) Existing zoning of this property is A-2 General Agricultural.
- 8) Proposed Zoning for this development to be as follows:
Residential Lots - R 4.5 Urban Single Family Residential District with a PUD
Overlay and C-1 Lowland Resource Conservancy District.
- 9) "V.C.E." denotes Vision Corner Easement (sized as shown)
- 10) There shall be no filling, excavation or building within the wetland areas located on Lots 29 and 30.
- 11) There shall be no direct vehicular access to CTH E (12th Street) from Lots 1 and Lot 42
- 12) Wetlands delineated in the fall of 2020 by:

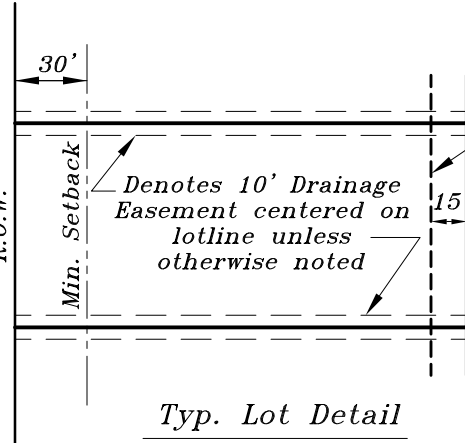
Dave Meyer, WIDNR Assured Delineator
Wetland & Waterway Consulting, LLC
S83 W239125 Atesian Avenue
Big Bend, WI 53103
Ph. 262-364-2197

Wetland delineation updated in October of 2025 by:

Kristi Sherfinski, a WIDNR Assured Delineator
LandC02
5032 West Forest Home Avenue #5
Milwaukee, WI 53219

PREPARED BY
Metropolitan Survey Service, Inc.
8482 South 76th Street
Franklin, WI. 53132
(414) 529-5380

PREPARED FOR
Mastercraft Builders, LLC (Owner/Developer)
5008 Green Bay Road
Kenosha, WI 53144
(262) 654-1220



Denotes 15' WE Energies Easement at the REAR of each lot.

NOTE:
WE Energies Easements for a Proposed WE Energies route subject to final design.

● - Denotes Iron Pipe Found

● - Denotes 1.270"(O.D.) x 18" No. 10 rebar, 4.30 lbs. per lin. ft. set

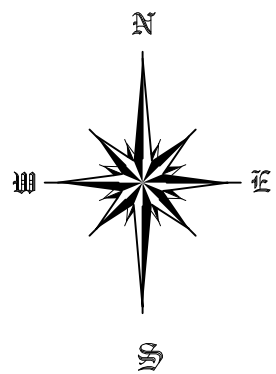
△ - Denotes Wetland Data Point

1.05"(O.D.) x 24 iron pipe 1.13 lbs. per lin. ft. set at all other lot and outlot corners.

All angles are computed to the nearest 00°00'00.5" and
All distances are computed and measured to the nearest 0.01'.

measured to the nearest 00°00'01".

sq. ft. - Denotes lot areas to the nearest square foot.



Bearings refer to Grid North of the Wisconsin State
Plane Coordinate System Grid, South Zone per
N.A.D. 1983/2011. The North line of the Northeast
1/4 Section 17, Township 2 North, Range 22 East
has a reference bearing of S 89°15'31" W

GRAPHIC SCALE



(IN FEET)
1 inch = 80 ft.

31/127



October 15, 2021
Rev. November 30, 2021
Rev. January 21, 2026
Rev. January 22, 2026
Rev. March 12, 2026
Rev. April 13, 2026

METROPOLITAN SURVEY
SERVICE, INC.

PROFESSIONAL LAND SURVEYORS
8482 South 76th Street
Franklin, Wisconsin 53132
PHONE (414) 529-5380
survey@metropolitansurvey.com
www.metropolitansurvey.com

SHEET 1 OF 1

To: Plan Commission
Village of Somers
7511 12th Street, P.O. Box 197
Somers, WI 53171

Date: August 6, 2026
From: Brett D. Biwer, P.E.
Project No.: 2501880.00

Subject: Bella Terra – Stormwater Design

We recommend approval of the preliminary plat dated April 13, 2026, based on the engineering and stormwater management plans dated August 5, 2026, prepared by JSD Engineering.

Sincerely:



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
Jim Duerrwaechter, Mastercraft
Nancy Washburn, Mastercraft
Randy Bruckner, JSD

P:\SOMEV\2501880-Bella Terra Subdivision Second A\00-General Municipal\2026-08-06 Pond Volume Memo\Bella Terra Pond Memo 8-6-26.docx

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
Bella Terra Subdivision

This Declaration is made by Mastercraft Builders, LLC, hereinafter called "Developer", and owner of certain properties in the Village/Town of Somers, Kenosha County, Wisconsin.

WITNESSETH;

WHEREAS, the Developer holds title, individually and as agent, to certain properties in the Village/Town of Somers, Kenosha County, Wisconsin, described on attached Exhibit "A", hereinafter called the "Properties".

That the Developer, hereby declares that said properties are subject to the following reservations, obligations, easements, building lines, setbacks, building restrictions, sanitation restrictions, conditions and agreements; that the same shall inure to the benefit of said properties, part and parcel, as hereinafter provided.

ARTICLE I
DEFINITIONS

The following words when used in this Declaration or any supplemental Declaration (unless the context shall prohibit) shall have the following definitions:

- 1.1 "DEVELOPER" shall mean Mastercraft Builders, LLC
- 1.2 "HOMEOWNERS ASSOCIATION" shall mean and refer to BELLA TERRA SUBDIVISION HOMEOWNERS ASSOCIATION.
- 1.3 "THE PROPERTIES" shall mean and refer to Lots 1 through 42 within the Bella Terra Subdivision and which are subject to this Declaration.
- 1.4 "COMMON AREAS" shall mean and refer to all easements for the benefit of the Homeowners Association shown on the recorded plat. It shall also include The Properties or so described as to use in this Declaration or in a deed or other conveyance from Developer, and Improvements thereon or other general improvements whenever located (such as the street signage and entrance marker), which are intended to be devoted to the common use, benefit and enjoyment of the Owners of The Properties.
- 1.5 "LOT" shall mean and refer to any plot of land shown upon any recorded final subdivision plat of The Properties, with the exception of Common Areas and Outlots.
- 1.6 "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot; except that as to any Lot which is the subject of a land contract wherein the purchaser is in possession, the terms, "Owner" shall refer to such person instead of the vendor.

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1.7 “MEMBER” shall mean and refer to all those Owners who are Members of the Association as provided in the “By-Laws of Bella Terra Subdivision Homeowners Association”.

1.8 “ARCHITECTURAL CONTROL COMMITTEE” shall mean and refer to the Bella Terra Subdivision Architectural Control Committee.

1.9 STREET YARD. A yard extending across the full width of the Lot, the depth of which shall be the minimum horizontal distance between the existing or proposed street centerline or right of way line, whichever is more as required by the district regulations and a line parallel thereto through the nearest point of the principal structure. Corner lots and through lots shall have two such yards.

ARTICLE II PROPERTY SUBJECT TO THE DECLARATION

2.1 The following property shall be subject to this Declaration: (See attached Exhibit “B”) The Final Plat for Bella Terra Subdivision.

2.2 AMENDMENTS. The additions authorized herein shall be made by filing for record a Supplemental Declaration approved by the Village/Town of Somers with respect to the Bella Terra Subdivision.

ARTICLE III GENERAL PURPOSES AND CONDITIONS

3.1 GENERAL PURPOSES. The Properties are subject to the covenants and restrictions to insure the best use and the most appropriate development and improvement; to protect Owners of building sites against such use of surrounding building sites as will detract from the residential value of their property; to preserve, as far as is practical, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures; to insure the highest and best residential development of said property; to encourage and secure the erection of attractive homes thereon with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvement of residential building sites; to maintain and preserve natural conservancy areas; to secure and maintain proper set backs from street and adequate free spaces between structures; and in general to provide adequately for quality of improvement in said property, and thereby to preserve and enhance the values of investments made by purchasers of residential building sites therein. Any variance from the articles contained herein requires written authorization by the Architectural Control Committee.

The Developer reserves the right to have MC Homebuilders, LLC, as its exclusive builder.

3.2 LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes except for the construction of model homes; speculation homes and/or marketing centers by the Developer, his agents, representatives or a designate. No building shall be erected, altered, placed or permitted to remain on any lot other than the following type:

- (a) A one-story dwelling
- (b) More than one-story

All such dwellings shall be constructed for single family occupancy with not less than two (2) bedrooms. Each dwelling must have a two-car private garage attached to the immediately adjoining principal building. A detached garage in lieu of an attached garage shall be allowed only upon written consent obtained from the Architectural Control Committee. A garage, including the roof, shall be of the same material and general design as the principal building.

3.3 ROOF PITCH, BASEMENT AND STRUCTURE LOCATION

- (a) ROOF PITCH: Roof pitch for the house proper at least 5/12.
- (b) BASEMENT REQUIREMENT: No dwelling shall be constructed with slab on grade construction.
- (c) LOCATION OF STRUCTURE: No building shall be placed on an angle on a lot to accommodate a larger house. Houses shall be placed to be parallel to the street.

3.4 DWELLING SIZE. The floor area of the principal building, excluding garage and open porches, shall be as follows:

- (a) One-Story dwelling: A minimum of 1600 square feet.
- (b) More than One-Story dwelling: A minimum of 1800 sq. ft. (min 1st floor 1000 sq. ft)

3.5 GARAGES, PARKING.

(a) Each lot shall have a private enclosed garage (attached to the residence) for on-site storage to accommodate not less than two (2) automobiles for each one (1) family dwelling built or to be built upon that lot and to be connected to the street by a properly surfaced asphalt, concrete or brick driveway (which driveway shall be installed and completed within one (1) year from the date of final occupancy of the dwelling).

(b) All garages shall be attached to the dwelling either forming an integral part with the dwelling house or by porches and breezeways. All attached garages will be constructed at the same time construction of the main dwelling house is underway.

(c) Outbuildings such as detached accessory garages or sheds will be permitted. Parameters for outbuildings to be determined.

1) Color and building materials shall be consistent with the residence on the lot.

(d) Any storage sheds shall contain not less than 129 sq. ft. nor more than 180 sq. ft. All sheds shall be of a style, color and building material consistent with the residence on the lot. Approval for sheds is required under Section 4. All electricity to the shed shall be underground.

(e) No parking of any motorized or non-motorized vehicle, including but not limited to a mobile home, trailer, boat, camper or other vehicle, is permitted on the grassy portion of any lot.

(f) Temporary parking of a motorized or non-motorized vehicle such as a mobile home, trailer, boat camper, or other similar vehicle, is permitted but only on an asphalt, concrete or brick driveway and only for a period of time not to exceed 72 hours.

3.6 DIVISION OR COMBINATION OF LOTS. In no event may a lot or parcel be further divided or combined other than as provided in the current plat unless written consent is obtained from the ACC, the Village/Town of Somers and Kenosha County. Any lot line adjustments within the platted Subdivision will require formal Village/Town of Somers approval.

3.7 STRUCTURES.

(a) No structures of a temporary character, including but not limited to a mobile home, trailer, basement, tent, shack, garage, barn or other outbuilding, shall be used on any lot at any time as a residence or for any other purpose, whether temporarily or permanently, unless otherwise provided herein.

(b) Temporary structures such as a construction trailer not intended for living purposes which may be necessary during the construction of a residence will be permitted for a period of not longer than six (6) months and must be removed within sixty (60) days after the completion of such construction. Temporary structures must be approved by the Village/Town of Somers.

(c) No existing principal or accessory building erected elsewhere shall be moved onto any portion of any lot. ALL HOMES ARE TO BE BUILT ON SITE.

3.8 GRADING, BUILDING, LOCATION AND LOT AREA.

(a) All grading and sump pump discharge locations must be approved by the Architectural Control Committee and in accordance with the applicable laws and drainage regulations of the Village/Town of Somers and Kenosha County. The sump pump discharge will be directed to drainage swales or front yard and rear yard ditches per the approved grading plan. No sump pumps or drain tile shall discharge directly into the wetlands. All lots shall have setbacks from the front lot line and from the interior lot lines of distances determined by the laws and ordinances of the Village/Town of Somers.

The Architectural Control Committee shall endeavor to maintain: (i) Street-yard setbacks of not less than 30', (ii) Side yard setbacks shall not be less than 10' from each side, (iii) Rear-yard setbacks shall not be less than 25', (iv) Setback from CTH E shall not be less than 65'.

(b) Within each set of building construction plans submitted to the Architectural Control Committee for that body's approval, shall be a lot grading and drainage plan which shall indicate the proposed top foundation grade, finished yard grade or garage floor grade and other grades upon the lot. Said plan shall have grades that conform to the Subdivision's Master Site Grading Plan and will be required by the Village/Town of Somers and Kenosha County as a part of the building permit application.

(c) Minor changes from said Master Site Grading Plan, where those changes do not violate the purpose, spirit and intent of said Master Site Grading Plan, shall be reviewed and may, if for good and sufficient reasons, be approved by the Architectural Control Committee with an approved erosion control permit. The Architectural Control Committee shall have the first option to accept any excess dirt but is not required to accept same.

(d) All dirt from the excavation of any lot which is not used on the lot shall be deposited, at such place or places in the Subdivision as may be directed by the Architectural Control Committee with an approved erosion control permit. The Architectural Control Committee shall have the first option to accept any excess dirt but is not required to accept same.

(e) Measures will be taken by the individual lot owners to control erosion during construction. Water drainage paths on individual lots will require placement of hay bales or silt fence or any other erosion control devices as directed by the Village/Town of Somers, Kenosha County or the ACC, to protect against erosion throughout the construction process and until the property is vegetatively stabilized. In addition, it will be the responsibility of individual lot owners to control tracking of mud, dirt, clay, stones, etc. on public streets during construction. Owners will need to comply with the Erosion Control and Construction Site Maintenance Ordinances of the Village/Town of Somers and Kenosha County.

3.9 COMPLETION. All construction of dwellings and incidental structures shall be completed within one (1) year of date of issuance of building permits by the Village/Town of Somers and Kenosha County including final grade, seeding and/or sodding of yards and planting of front yard trees as shown on the Master Tree Planting Plan.

3.10 EASEMENTS.

(a) Easements affecting The Properties are recorded on the Final Plat of Subdivision in the Office of the Register of Deeds of Kenosha County, Wisconsin. Each lot shall be subject to any easements granted or hereafter to be granted by Developer or its successors and assigns to the Village/Town of Somers, Kenosha County or any other permitting authority or public or semi-public utility companies, for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, telephone, cable TV and for other purposes, and for sewers, storm water drains, gas mains, water pipes and mains, similar services, and for performing any public or quasi-public utility function that Developer or its successors and assigns may deem fit and proper for the improvement and benefit of the Properties. Such easements shall be confined, so far as possible, in underground pipes or other conduits, and in an area within the WE Energies Easements as shown on the recorded Final Plat, with the necessary rights of ingress to and egress therefrom and with the rights to do whatever may be necessary to carry out the purposes for which the easement is created.

(b) All telephone, electric, gas or cable television service to any building or any lot shall be from the underground utility system. No overhead service of any kind shall be allowed.

(c) Landscaping for the open spaces in Outlots 1 & 2 have been created by the Developer and approved by the Village/Town of Somers and Kenosha County as part of the stormwater management and maintenance approvals. The Village/Town of Somers and Kenosha County have been granted certain easements to said Outlots for entry to the extent necessary for maintenance, repair and replacement of storm water facilities. The installation and maintenance shall be the responsibility of the Developer until such time as the Developer conveys this responsibility to the Property Owners and the Homeowners Association. Such easements shall preclude other owners from interfering with, removing or altering such facilities, including maintenance or repair.

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3.11 WETLAND PRESERVATION AREA RESTRICTIONS: The areas designated as Wetlands shown on the Final Plat shall be protected and maintained in their existing state and are subject to the following restrictions:

1) Grading, filling and removal of topsoil or other materials are prohibited, unless specifically authorized by the Village/Town of Somers, if applicable the Kenosha County Department of Parks and Land Use, The Wisconsin Department of Natural Resources and the Army Corp of Engineers.

2) The removal or destruction of any vegetative cover, i.e., trees shrubs, grasses, etc., is prohibited, with the exception that invasive, dead, diseased or dying vegetation may be removed, at the discretion of the land owner and with the approval from the Kenosha County Department of Parks and Land Use. Silvicultural thinning, upon recommendation of a forester or naturalist and with the approval from Kenosha County shall also be permitted.

3) Grazing by domesticated animals, i.e., horses, cows, etc. is prohibited.

4) The introduction of plant material not indigenous to the existing environment is prohibited.

5) The construction of buildings is prohibited.

The obligations contained within this section and as imposed by the Final Plat shall run with the land, shall be binding upon the Developer, its successors, assigns and successors in-title, in their capacity as owners of any of the Lots and Outlots or portion thereof and shall benefit and be enforceable by the Homeowners Association. The Developer, its successors, assigns and successors in-title thereof shall be relieved of any protection or maintenance obligations they may have as Owners only to the extent that the Homeowners Association performs the required protection and the maintenance functions to the satisfaction of the Village/Town of Somers, Kenosha County and the Wisconsin Department of Natural Resources. The Homeowners Association and its Members shall be bound forever by the above-mentioned covenants and such similar covenants as are contained in the Final Plat.

3.12 ZONING LAWS, ETC. In addition to the provisions hereof, all lots shall be subject to all ordinances, zoning laws and other restrictions of the Village/Town of Somers, County of Kenosha, and State of Wisconsin applicable thereto.

3.13 LANDSCAPE – Street Trees The Lot Owner will provide and plant one (1) tree from the Village's list of approved species at least 2.0 inches in diameter, at a height of no less than 6' from planting grade, for each 50' of continuous frontage on all public streets approximately 6' behind the right of way line as shown on the lot owners ACC approved Landscape Plan. Such plantings will be completed within 12 months after occupancy of the home. Street trees and planting materials shall be the responsibility of the property owner to water, weed and maintain. If said plants are damaged or destroyed after the warranty period, it shall be the responsibility of the property owner to replace the plants within six (6) months of its removal.

3.13A LANDSCAPE PLAN - A Landscape Plan showing the proposed development of the entire lot along with building plans shall be submitted to the Architectural Control Committee for approval. Adequate surface drainage shall be installed in accordance with the approved grading plan and evidence of substantial progress in carrying out the approved Landscaped Plans shall be shown to said Architectural Control Committee, and all plans shall be completed within twelve (12) months after occupancy of the building. The landowner shall plant street trees with at least 2" caliber in accordance with the species and time schedule set forth by the Village/Town of Somers.

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3.13B LANDSCAPE PLAN - Lamp Post – One (1) decorative lamp post as determined by the Builder will be required to be shown on the landscape plan and be installed as part of the landscape finishes within 1 year of Occupancy of the home. The Builder will charge each lot owner a fee upon closing of the lot in the amount of \$1,000 and provide the lamp post to the lot owner at the time of installation.

3.14 NUISANCES. No noxious, noisy or offensive activity shall be carried on any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

There shall be no permanent outside parking of boats, buses, snowmobiles or recreational-type vehicles or trailers; these must be stored in garages. See Section 3.5 above.

External antennas or radio towers of any type for any purpose shall not be permitted on any lot with the written approval of the ACC.

Solar panels or solar collecting equipment or apparatus will be allowed and may be installed on roofs or in yards. Written approval from the ACC is required prior to installation.

No signboard of any character, kind or description shall be maintained upon any lot in the Subdivision except “rummage”; or “political” of a sign no greater than eighteen (18) inches by twenty-four (24) inches or signs bearing the name, address or both of the resident occupying such lot.

The Developer, its successors and assigns, shall be exempt from these sign restrictions during the entire development period. Larger signs may be used by the Developer or its agents or by a builder to advertise the property during the same and/or construction period upon receiving approval from the Village/Town of Somers. Further, the Developer, its successors and assigns shall be allowed to erect and maintain signs and markers identifying the Subdivision. The Developer, its successors and assigns, retains the right to maintain model homes; speculation homes and/or a marketing office during the development period.

3.15 OPERATION OF MOTOR VEHICLES. In no event may any motor driven vehicle be operated on any lot or parcel other than as egress or ingress thereto. No motor vehicles are permitted to be parked on grassy areas of the lots. No such vehicle may be operated in a noisy or offensive manner within the subdivision of said real property.

3.16 ANIMALS. No animal, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that not more than two (2) dogs or two (2) cats or two (2) other similar household pets, or a combination thereof in such number, may be kept, provided that such pets shall not be permitted unattended outside the owner’s lot. (Potbellied pigs are not considered household pets). A separate outbuilding or enclosure may be erected or kept to house or restrain any animal or pet as long as it is at the rear of the residence and not located in any stormwater or other easements.

3.17 GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage and other waste materials and the same shall not be kept except in sanitary containers and in an inconspicuous place.

3.18 EXTERIOR BUILDING MATERIALS AND DWELLING QUALITY.

(a) All dwellings proposed to be erected, altered or modified shall, on construction plans, denote material(s), i.e. brick, stone, wood, vinyl or aluminum siding or other similar materials acceptable to the Architectural Control Committee and the construction shall be carried out in accordance with the material(s) as approved by the Architectural Control Committee.

(b) The design, layout and exterior appearance of each Dwelling proposed to be erected, altered or modified shall be such that, in the opinion of the Architectural Control Committee at the time of approving of the building plans, the Dwelling will be of a high quality and will have no substantial adverse effect upon values.

(c) The proposed color schemes for a Dwelling to be erected, altered, modified or repainted with a new color scheme shall be submitted to the ACC for approval prior to painting or staining. It shall be the aim of the ACC to harmonize colors for not only the dwelling proposed ,but to consider the affect of these colors and materials as they relate to other Dwellings.

(d) All color schemes including the color of siding, roof, brick or stone samples must be submitted for approval before installation on the dwelling.

3.19 FENCES. No fence of any kind shall be allowed in the front yard of any lot. Decorative fences must be suitable to and conforming to the improvement. Side yard fences can be no higher than 6' and must be placed on the inside of any easements of the lot line as to not interfere with storm water drainage and run off. The finished side of all fences must face adjacent houses or lots. No fence shall be erected or placed on any lot until the construction plans, placement and construction materials have been approved by the Architectural Control Committee. Building and zoning permits must also be secured from the Village/Town of Somers prior to any fence construction. No fence of any kind shall be allowed on any easement or right of way.

3.20 POOLS. The location, construction and installation of any swimming pool on any lot shall be subject to the approval of the ACC and shall be governed by the ordinances in effect for the Village/Town of Somers at the time a permit is requested. Building and zoning permits must be secured from the Village/Town of Somers prior to any pool installation. Fences around the swimming pool are required by the Village prior to filling with water.

ARTICLE IV ARCHITECTURAL CONTROL

4.0 No building, shed or outbuilding shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the ACC as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finished grade elevation. No fence or wall shall be erected or placed on any lot unless similarly approved. Approval shall be as provided in Section 4.3 below.

4.1 “ARCHITECTURAL CONTROL COMMITTEE”. The initial Architectural Control Committee shall be composed of James Duerrwaechter and David J. Wieners. The address of the Architectural Control Committee is 5008 Green Bay Road, Kenosha, WI 53144. The Architectural Control Committee may designate a representative to act for them. In the event of the death or resignation of a member of the Architectural Control Committee, the remaining member(s) shall have full authority to designate a successor. Neither the members of the Architectural Control Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. If, at any time, the committee has ceased to exist as such and has failed to designate a representative to act for it, the Owners of a majority of the lots in the Subdivision may elect a successor committee at a meeting of Lot Owners called by notice in writing, mailed to the last known address of all Subdivision Lot Owners as shown on the assessment rolls of the Village/Town of Somers. The Architectural Control Committee may grant a special exception to the specific minimal restrictions where a literal application would cause undue hardship and where the granting of such a special exception would not be incompatible with the basic concept of Bella Terra Subdivision, or substantially adversely affect the value of any lot within Bella Terra Subdivision. The Architectural Control Committee may also be designated by the abbreviated “ACC”.

4.2 PROCEDURE. All requests for written consent from the ACC as required in this Declaration of Restrictions and Easements shall be in writing. Electronic Submittal of requests to the ACC may be made electronically to: jamie@mastercraftbuilders.com. A consent from the ACC to be valid must be in writing and signed by a majority of its members or its designated representative. No special exception from the restrictions contained in this Declaration shall be permitted without first obtaining a valid consent.

4.3 SUBMITTAL. The Lot Owner shall submit two (2) sets of final plans, two (2) surveys showing the location of the house on the lot, and two (2) copies of the application. After review by the Committee and final determination of all required modifications, one (1) set of all documents will be returned to the home site owner marked “Approved as Noted,” or “Resubmit” with the Committee comments attached. Only items to be extensively modified need to be re-submitted.

4.4 EXTERIOR MATERIALS. The perimeter of the first floor of every dwelling must be covered with brick, stone, aluminum, vinyl or other approved building material. If a second floor is planned and approved, the exterior covering must be of a material which the ACC deems harmonious with the Subdivision as a whole.

4.5 ACC FAILURE TO ACT. In the event the Architectural Control Committee fails to approve or disapprove within thirty (30) days after the plan and specifications have been submitted to it, or in the event of disapproval, if no suit to enjoin the addition, alteration or change or to require the removal thereof has been commenced before one (1) year from the date of completion thereof, then approval will not be required and this section will be deemed to have been fully complied with. The Architectural Control Committee shall have the right to waive minor infraction or deviations from these restrictions in cases of hardship. The Architectural Control Committee requires that any residence or attached garage be designed by an architect, professional engineer or designer experienced in residential design.

ARTICLE V
PROPERTY RIGHTS IN THE COMMON AREAS

5.1 OWNERS EASEMENT OF ENJOYMENT. Subject to the provisions herein every Owner shall have a right and easement of benefit and/or enjoyment in and to the Common Areas, which shall be appurtenant to and shall pass with the title to every lot. The following, subject to the Articles and By-Laws of the Association, constitute the present and contemplated future Common Areas of the Properties.

(a) Outlots 1 and 2 as shown on the Final Plat.

5.2 TITLE TO OUTLOTS. Each Lot owner within the subdivision shall have an equal undivided 1/42nd interest in the Outlots, and all deeds and other conveyances of any Lot within the subdivision shall be deemed to include such interest in the Outlots, whether or not so specifically stated in any such deed or other conveyance.

5.3 NO FEES OR ASSESSMENTS IN EVENT OF TAX FORFEITURE. Neither Kenosha County nor the Village/Town of Somers shall be liable for any fines, fees or special assessment in the event that Kenosha County or the Village/Town of Somers become the owner of one or more lots in the subdivision by reason of tax delinquency.

5.4 RIGHT TO ENTER AND MAINTAIN. The Developer and Association are hereby granted an easement and consequently shall have the right to enter upon any outlot and/or lot, at reasonable notice to the Owner, for the purpose of repairing, maintaining, renewing, or reconstructing any utilities, facilities, detention areas, drainage systems, or other improvements which benefit the outlots and lots. In the event the Association does not properly landscape or maintain any common area or outlot, or properly maintain any signage, the Village/Town of Somers may send written notice to the Association indicating that the Village has determined that the common areas, outlot and/or signage are not being properly landscaped and/or maintained, and further indicating that the Village/Town of Somers will perform such landscaping and/or maintenance if not properly done by the Association. The above-referenced notice shall give the Association a minimum of seven (7) days to correct the problem. If the common area, outlot and/or sign is not properly landscaped and/or maintained within the time granted by the above-referenced notice, the Village/Town of Somers shall then have the authority to landscape and/or maintain any such common area, outlot and/or sign referred to in said notice and shall have the right to charge the lot owners on a pro rata basis for any costs incurred by the Village as a result of said landscaping and/or maintenance. Said costs shall be assessed as special charges pursuant to Section 66.0627, Wis. Stats. If such charges are not paid by any lot owner within the period fixed by the Village/Town of Somers, such charges shall become a lien upon the lot owner's lot as provided in Section 66.0627, Wis. Stats., and shall be extended upon the tax rolls as a delinquent tax against the lot owner's lot as provided in Section 66.0627, Wis. Stats.

No prior written notification shall be required for emergency repairs.

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5.5 TITLE TO COMMON AREAS. At such time as the Developer shall convey title to the Common Areas to the Lot Owner, they become Members and shall have the rights and obligation imposed by the Declaration with respect to such Common Areas

5.6 EXTENT OF OWNERS EASEMENTS. The rights and easements of benefit and/or enjoyment created hereby shall be subject to the following:

(a) The right of the Homeowners Association to dedicate or transfer all or any part of any Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors, provided that no such dedication or transfer, determination as to purposes or as to conditions therefore, shall be effective unless instruments signed by Members entitle to cast 51% of the votes of the Membership have been recorded, agreeing in such dedication, transfer purposes or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least thirty (30) days in advance of any action taken; and

(b) The rights of the Homeowners Association to mortgage any or all of the Common Areas and facilities constructed on the Common Areas for the purpose of constructing or maintaining improvements or repair to Homeowner Association maintained land or facilities pursuant to approval of two thirds of the votes of the Members who are voting in person or by proxy at a regular meeting of the Association or at a meeting duly called for this purpose.

5.7. DAMAGE OR DESTRUCTION OF COMMON AREAS BY OWNER. In the event any Common Area or any portion of the storm water drainage system servicing The Properties is damaged or destroyed by an owner or any of their guests, tenants, licensees, agents or member of their family, such owner does hereby authorize the Association to repair said damaged area; the Association shall repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the areas may have been modified or altered subsequently by the Association in the discretion of the Association. The amount necessary for such repairs, together with 10% for overhead, shall be a Special Assessment upon the Lot of said Owner and shall accrue interest at the rate of 18% unless paid in full within fifteen (15) days after notice to pay. The Association shall be entitled to all costs of collection, including reasonable attorneys' fees, to the extent not prohibited by law against the Owner. Any such damage not caused by an Owner shall be the responsibility of the Association.

5.8 DISCLAIMER. Developer shall convey the Common Areas to the Association "as is"; all warranties regarding the Common Areas, express or implied, including warranties or condition, quality of construction and fitness for a particular use, are hereby disclaimed. The Association shall be responsible for obtaining adequate liability insurance for the Common Area. Developer shall have no liability for damage or injury to any person or property arising from the existence or continued use of the Common Areas. The Association shall indemnify and hold the Developer harmless against any and all claims relating to the Common Area.

**ARTICLE VI
SUBDIVISION ASSOCIATION**

6.1 PURPOSE FOR THE SUBDIVISION ASSOCIATION. The Developer has deemed it desirable for the effective preservation of the values and amenities in the Subdivision to create an agency to which should be delegated and assigned the powers of maintaining and administering the Outlots described herein together with storm water management practices described in the Storm Water Management Practice Maintenance Agreement in the Subdivision, and administering and enforcing the covenants and restrictions herein. The Developer has also deemed it desirable that the Subdivision Association shall have the power to assess, collect and disburse the assessments and charges hereinafter created. To this end there will be incorporated under the laws of the State of Wisconsin, Bella Terra Homeowners Association, Inc. (referred to in this Declaration as the "Homeowners Association") for the purposes of exercising the functions aforesaid.

6.2 MEMBERSHIP. Every person or entity who is an Owner within the Subdivision shall be a member of the Homeowners Association, provided that no person or entity who holds an interest merely as security for the performance of an obligation shall be a member.

6.3 MANAGEMENT. The Subdivision Association shall be managed by a Board of Directors. The Board of Directors shall initially consist of three (3) members. As long as the Developer owns any of the Property, the Board of Directors of the Homeowners Association shall be appointed by the Developer. After the Developer no longer owns any Property, has approved all primary residences, and all primary residences have been issued occupancy permits by the Village/Town of Somers, the Board of Directors shall thereafter consist of five (5) and shall be elected by the Owners. However, nothing contained herein shall prevent the Developer, at its sole discretion, from turning control of the Board of Directors of the Homeowners Association over to the members of the Homeowners Association at any time. The Developer shall be entitled to one (1) vote for each Lot owned and one (1) vote for each Residential Unit owned; provided, however, that notwithstanding any other provision for voting, the Developer shall have sufficient votes to constitute a majority of votes until all Lots and Residential Units are sold.

6.4 VOTING RIGHTS. The Homeowners Association shall have one class of membership: members shall be Owners and shall be entitle to one vote for each Lot and one vote for each Residential Unit owned in which they hold the interest required for membership. When more than one person holds such interest or interests in any Lot or Residential Unit, e.g., and without limitation by enumeration, as tenant in common, joint tenancy or survivorship marital property, there shall be cast one (1) vote amongst them for each Lot they so own and one (1) vote for each Residential Unit owned. The presence in person or by proxy of any duly called meeting of members of the Homeowners Association in person or by proxy of Owners holding more than ten percent (10%) of the votes shall constitute a quorum.

6.5 ANNUAL ASSESSMENTS. Each Owner shall be subject to a general annual assessment for the purpose of defraying the costs of maintaining and administering the Outlots areas of the Subdivision. Such annual assessment shall be a pro rata share (i.e., one (1) share per Lot and one (1) share per Residential Unit), of the cost incurred by the Homeowners Association to maintain the Outlot areas for the recreation, health, safety, welfare and enjoyment of its members. Said cost shall include, but not be limited to payment of electricity and other utility bills, taxes, insurance, legal, repair, replacement, reserves and additions to the improvements made upon said Outlot areas, and the cost of labor, equipment, materials, management and supervision thereof. The Developer shall

pay its pro rata share of such annual assessments for each Lot and Residential Unit it still owns in the Subdivision. Such annual assessment shall be levied by the Homeowners Association as of January 1st for each year and the statement for such amount shall be mailed to the Owners as of such date, and be payable on or before March 1st of each year. The initial annual assessment shall be \$???.00 per Lot and Residential Unit owned prorated per annum. Such annual assessment may be changed by a majority of the votes of the members of the Homeowners Association present at any meeting called for such purpose, in person or by proxy. The assessment, however, as established by the Homeowners Association, shall be set taking into consideration the cost of current maintenance and future needs and may be in any lesser or greater sum than the initial assessment which will meet these requirements.

6.6 SPECIAL ASSESSMENTS. A special assessment may be levied by the Homeowners Association for the purpose of defraying in whole or in part the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the Outlot areas in the Subdivision, if consented by a two-thirds (2/3) majority vote of the members voting at a duly called meeting of the Homeowners Association at which a quorum is present. Such special assessments shall be due and payable ninety (90) days after the required affirmative majority vote of the members of the Homeowners Association.

6.7 PROOF OF PAYMENT. The Subdivision Association shall, upon demand at any time, furnish to any Owner a certificate in writing signed by an officer of the Homeowners Association setting forth whether said assessments have been paid. Such certificate shall be conclusive evidence of the payment of any and all assessments therein stated to have been paid.

6.8 LIENS AND COLLECTION OF ASSESSMENTS.

(a) Establishment of Liens. Any and all Subdivision Association assessments made by the Subdivision Association and in accordance with the provisions of this Declaration with interest thereon at the lesser of eighteen percent (18%) per annum or the highest rate allowed by law and costs of collection, including, but not limited to, reasonable attorney's fees are hereby declared to be a charge and a continuing lien upon the Lots and Residential Units against which each such Subdivision Association assessment was made. Each Subdivision Association assessment against a Lot, and Residential Unit, together with interest and costs of collection thereof, including reasonable attorney's fees, shall be the personal obligation of the Owner of each Lot, and Residential Unit assessed. Said lien shall be effective only from and after the time of the recordation with the Register of Deeds of Kenosha County, of a written acknowledged statement by the Subdivision Association setting forth the amount due to the Subdivision Association as of the date the statement is signed. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a satisfaction of the statement of lien in recordable form. Notwithstanding anything to the contrary herein contained, where an institutional mortgage of record obtains title to a Lot, or Residential Unit as a result of foreclosure of its mortgage or by virtue of deed in lieu of foreclosure, such acquirer of title, its successors or assigns, shall not be liable for the share of Subdivision Association assessments pertaining to such Lot, or Residential Unit or charged to the former Owner thereof which became due prior to the acquisition of title as a result of the foreclosure or deed in lieu thereof, unless the Subdivision Association assessment against the Lot, or Residential Unit in question is secured by a claim of lien for the Subdivision Association assessment, as recorded prior to the recordation of the lis pendens in the mortgage foreclosure proceedings or with respect to which a deed in lieu of foreclosure was given.

(b) Collection of Subdivision Association Assessments. In the event any Owner shall fail to pay any Subdivision Association assessment or installment thereof, charged to such Owner, within fifteen (15) days after the same becomes due, then the Subdivision Association, through its Board of Directors, shall have any and all of the following remedies, to the extent permitted by law, which remedies are cumulative, and which remedies are not in lieu of, but are in addition to, all other remedies available to the Subdivision Association: (i) To advance on behalf of the Owner in default, funds to accomplish the needs of the Subdivision Association, up to and including the full amount for which such Owner is liable to the Subdivision Association, in the amount or amounts of money so advanced, together with interest and all costs of collection thereof, including but not limited to, reasonable attorney's fees, may thereupon be collected by the Subdivision Association, and such advance by the Subdivision Association shall not waive the default. (ii) To file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Subdivision Association in like manner as the foreclosure of a mortgage on real property. (iii) To file an action at law to collect said Subdivision Association assessment, plus interest, plus court costs and reasonable attorney's fees without waiving any lien rights or rights of foreclosure in the Subdivision Association.

(c) Collection by Developer. In the event for any reason the Subdivision Association shall fail to collect the Subdivision Association assessment, then in that event, the Developer shall at all times have the right (but not the obligation): (i) To advance such sums as the Subdivision Association could have collected as set forth above; and (ii) To collect such Subdivision Association assessment and, if applicable, any such sums advanced by Developer; utilizing remedies available to the Subdivision Association as set forth above, which remedies (including, but not limited to, recovery of reasonable attorney's fees) are hereby declared to be available to Developer

ARTICLE VII GENERAL PROVISION

7.1 TERM AND AMENDMENT. Unless amended as herein provided, this Declaration shall run with the Property and be binding upon all persons claiming under the Developer, and shall be for the benefit of and be enforceable solely by the Homeowners Association for a period of one hundred years (100) years from the date this Declaration is recorded and shall automatically be extended for successive periods of fifty (50) years unless an instrument signed by the Owners of two-thirds of the Lots has been recorded, agreeing to terminate this Declaration in whole or in part. For the first fifteen (15) years following the date this Declaration is recorded, this Declaration may be amended, subject to the Village/Town of Somers written approval, at any time by written Declaration, executed in such manner as to be recordable; setting forth such annulment, labor, change, modification, or amendment executed: (a) solely by the Developer until such time as Developer conveys 55% of all Lots to other Owners, and thereafter (b) by Owners of 75% of the Lots (such Owners and percentage to be determined as provided in the By-Laws), provided the written consent of the Developer or its successors and assigns is first obtained, so long as the Developer, or its successors and assigns shall own any Lots. Subsequent to such fifteen (15) year period, this Declaration may be amended by written Declaration executed by at least 75% of the Lots subject to this Declaration provided that prior written approval of the Village/Town of Somers is obtained. Such written Declaration shall become effective upon recording in the Office of the Register of Deeds of Kenosha County, Wisconsin. All amendments shall be consistent with the general plan of development embodied in this Declaration.

7.2 SEVERABILITY. Invalidation of any one of these restrictions by judgment or order of any court or administrative agency shall in no way affect any other restriction and such other restriction(s) shall remain in full force and effect. Any restriction, which shall be or become in violation of any law, regulation or restriction of a governmental body, shall be construed as if in conformity with such law, regulation or restriction.

7.4 COMPLIANCE WITH THE LAW. The Developer, its successors and assigns, and all parties hereafter having an interest in the property, are subject to all rules, codes, regulations, and ordinances of the Village/Town of Somers, Kenosha County, the State of Wisconsin and the federal government, and the same may be more restrictive than these Restrictions. In the event there is a conflict between the requirements of these Restrictions and any provision of the Village, County, State or federal law or regulation, the more restrictive provisions shall apply.

Mastercraft Builders, LLC - Member

This Agreement was acknowledged before me this _____ day of _____, 2026 by _____, whose presence is known to me to be the Member of MasterCraft Builders, LLC.

471527

1-29-26

**Exhibits to the Restrictive Covenants for Bella Terra,
Village/Town of Somers, Wisconsin**

Exhibit A: Legal Description of the Property

Exhibit B: Bella Terra Subdivision Final Plat

This Document Prepared by:
James J. Duerrwaechter
5008 Green Bay Road
Kenosha, WI 53142



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: 06-10-26
MTG DATE: 08-10-26
RPT DATE: 07-27-26
RE: Somers Creek Subdivision Model Home

PROJECT/SITE INFO:

1. Petitioner/Agent: Daniel Szczap, Bear Development
 2. Property Owner: Somers Creek Inc
 3. Location/Address: Lot 2 in Somers Creek subdivision
 4. Tax key Number(s): 82-4-222-151-0601
 5. Area: 0.43 acres
 6. Existing Zoning: R-5 Urban Single-Family Residential Dist.
-

PROJECT OVERVIEW:

The Petitioner is seeking review and approval to allow the construction and use of a model home within the Somers Creek subdivision. The proposed model home would be located on Lot 2 of the subdivision. The model home will be used by Bear Homes for marketing and sales purposes during the build-out of the subdivision and would be open seven days a week from 10am to 6pm. Under Village ordinance, a model home requires approval of a conditional use permit.

PLANNER COMMENTS:

The submitted application includes plans of the home to be constructed on Lot 2 of the newly-platted Somers Creek subdivision. The plans depict a 2,226 square foot 1-story single-family residence having an overall dimension of 53' 8" x 69'. The plans show that the home meets minimum zoning ordinance standards for a single-family residence in the R-5 zoning district. Planning & Development would issue a zoning permit for the single-family residence, in addition to building permits that are required from the Village of Somers building inspection department.

The submitted application does not indicate how long the model home might be used; however it should be noted that under the Village's conditional use requirements the model home may be used for a maximum of (3) years from the issued date of a zoning permit.

STAFF RECOMMENDATION:

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

1. The conditional use permit shall be subject to the following conditional use standards for model single-family homes and related temporary real estate sales office located within the model unit as listed in Section ZN 5.03(8)(b)77 of the Village of Somers zoning ordinance, below:
 - a. Models may be located in all new subdivisions for a period not to exceed three years from the date of issuance of a zoning permit.
 - b. Models shall not be used as a real estate office other than incidental to showing the model dwelling.
 - c. Models shall be designed in such manner as they will blend with existing neighborhood environments.
 - d. Models shall not be opened beyond 9:00 p.m.
 - e. One sign shall be permitted provided, however, that it is no larger than four feet by six feet and provided further that in the event that said sign is lighted, there is no flashing or traveling lights associated with said sign.
 - f. Proper exterior maintenance of the property shall be provided such as maintaining the lawn and yard, removal of snow, etc.
 - g. Models shall be completely landscaped and have a paved driveway within one year from the date of issuance of the zoning permit.
 - h. No parking lots shall be created that would not normally be found in a single-family development.
 - i. Sufficient parking shall be provided on subdivision roads and in model home driveways, but in no case shall the parking be allowed on any federal, state, or County highway. Any parking on subdivision roads shall be done in such a manner as to minimize congestion to the surrounding neighborhood.
 - j. In those cases where five or more homes are developed into a "parade of homes", the developer shall provided sufficient temporary off-street parking for the duration of the exhibit. This parking need not, however, be paved or graveled.
2. Subject to a zoning permit and building permit being issued prior to construction of the model home.

June 19th, 2026

Mr. Jim Hurley
Village of Somers
7511 12th Street
Somers, WI 53171

Re: Conditional Use Permit – Somers Creek

Dear Mr. Hurley:

Bear Development, LLC is pleased to submit this letter and the enclosed submittal materials as formal application for a Conditional Use Permit. Bear Development is acting on behalf of the owner of record, Somers Creek, Inc.

The purpose of this request is to allow the construction and use of a model home within the Somers Creek subdivision. The proposed model home will be located on Lot 2 and will be used by Bear Homes for marketing and sales purposes during the build-out of the subdivision. We believe the model home will help attract potential homeowners to the community and give the prospective buyers a better understanding of the Bear Homes offerings.

According to Chapter ZN 5.03 of the Village ordinance, this request is being submitted for review and approval through the Conditional Use Permit process, including review by the Plan Commission and Village Board. Upon approval and execution of the Conditional Use Permit, the permit will be recorded with the Kenosha County Register of Deeds in accordance with Village requirements.

We do not believe the proposed model home will create any negative impacts on the surrounding neighborhood or community, as the use is temporary and consistent with the approved subdivision plans. Once the home is no longer needed for marketing and sales purposes, the property will be sold as a single-family residence.

Should you have any questions regarding this request, please do not hesitate to contact me. I can be reached at (262) 842-0556 or by email, [REDACTED]

Thank you for your time and consideration.

Sincerely,



Daniel Szczap
Bear Development, LLC



Phone: 262.694.2327



www.beardevelopment.com



4011 80th Street, Kenosha, WI 53142



May 2015

VILLAGE OF SOMERS

Department of Planning & Development

CONDITIONAL USE PERMIT APPLICATION

(a) Property Owner's Name:

SOMERS CREEK INC

Print Name: Daniel Szczap

Signature: 

Mailing Address: 4011 80TH ST

City: KENOSHA

State: WI

Zip: 53142

Phone Number: (262) 949 - 3788

E-mail (optional): On file

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

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

Print Name: _____

Signature: _____

Business Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

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

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

Print Name: _____

Signature: _____

Business Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

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

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

Print Name: _____

Signature: _____

Business Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

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

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

82-4-222-151-0602

Address of the subject site:

Vacant

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

Type of structure:

Single-family model home

Proposed operation or use of the structure or site:

The applicant is requesting a Conditional Use Permit to construct a single-family model home on Lot 2. The proposed model home will be used for temporary sales and marketing purposes associated with the subdivision development and will later be converted to a standard single-family home.

Number of employees (by shift): 1

Hours of Operation: 10:00 AM to 6:00 PM, seven (7) days a week

Any outdoor entertainment? If so, please explain: No

Any outdoor storage? If so, please explain: No

Zoning district of the property: R-5

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

CONDITIONAL USE PERMIT APPLICATION

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

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

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

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

(For other fees see the [Fee Schedule](#))

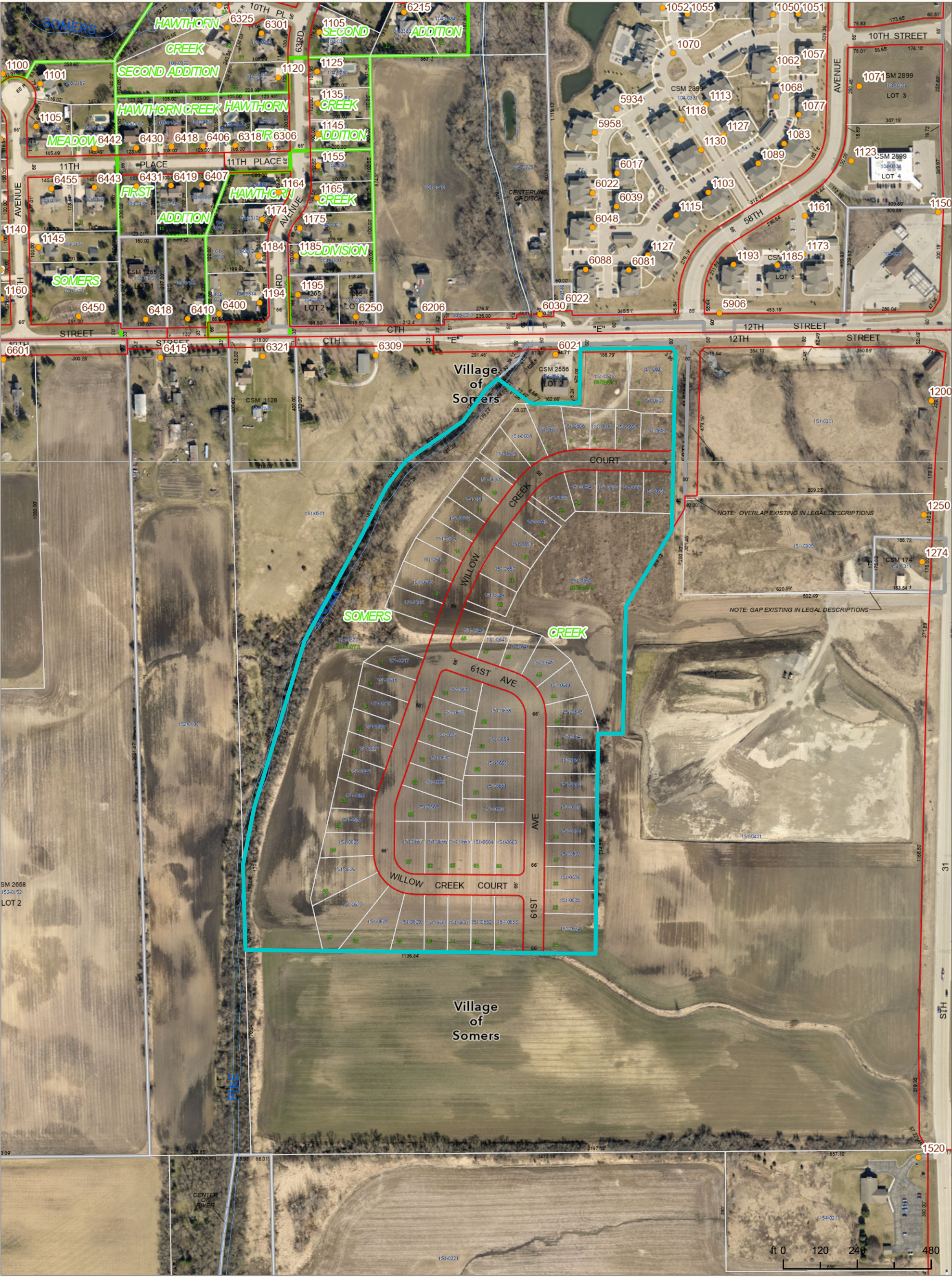


KENOSHA COUNTY
INTERACTIVE MAPPING



1:3,600
1" = 300'

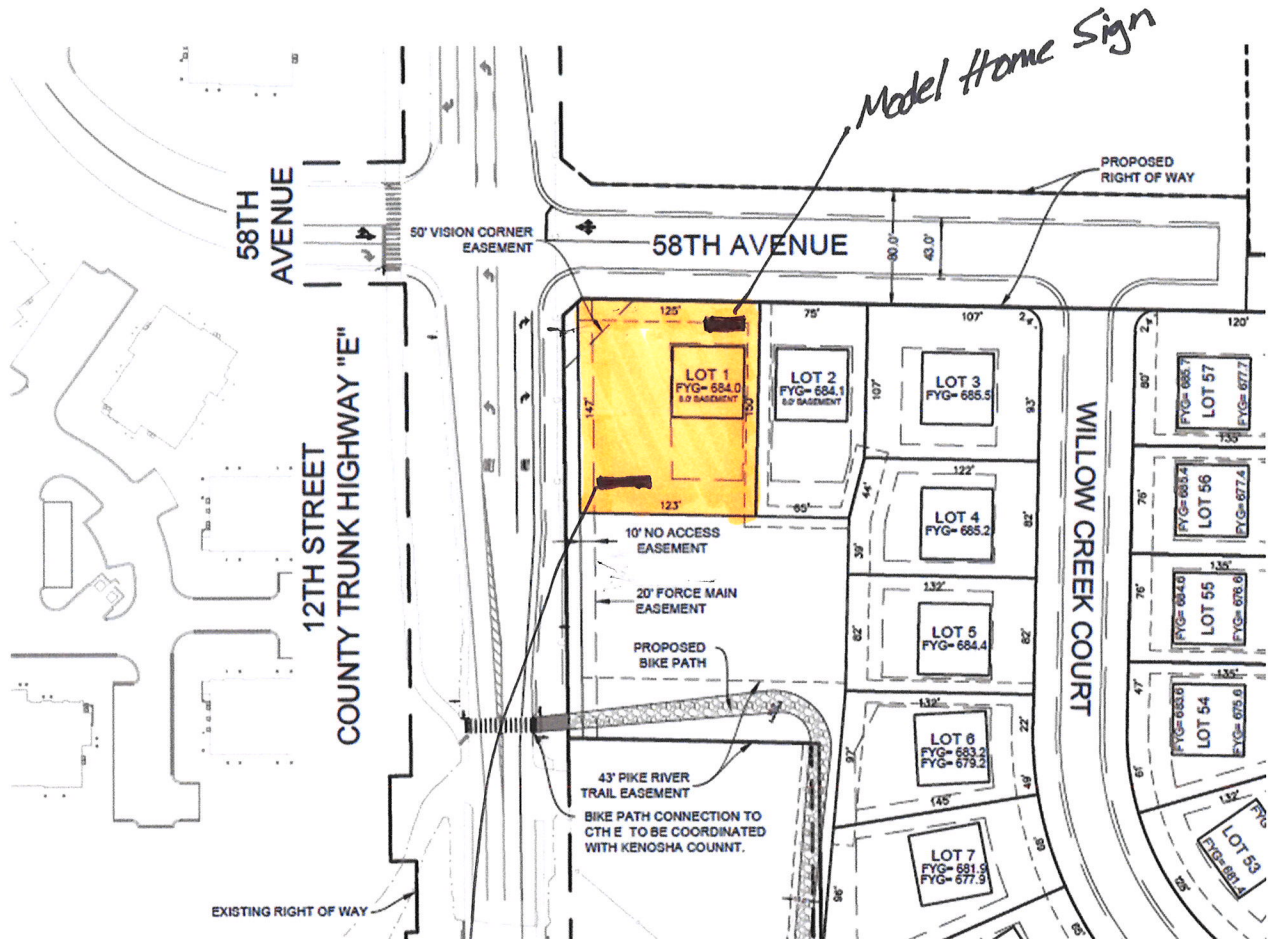
Date Printed: 6/12/2026



DISCLAIMER This map is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, data and information located in various state, county and municipal offices and other sources affecting the area shown and is to be used for reference purposes only. Kenosha County is not responsible for any inaccuracies herein contained. If discrepancies are found, please contact Kenosha County.

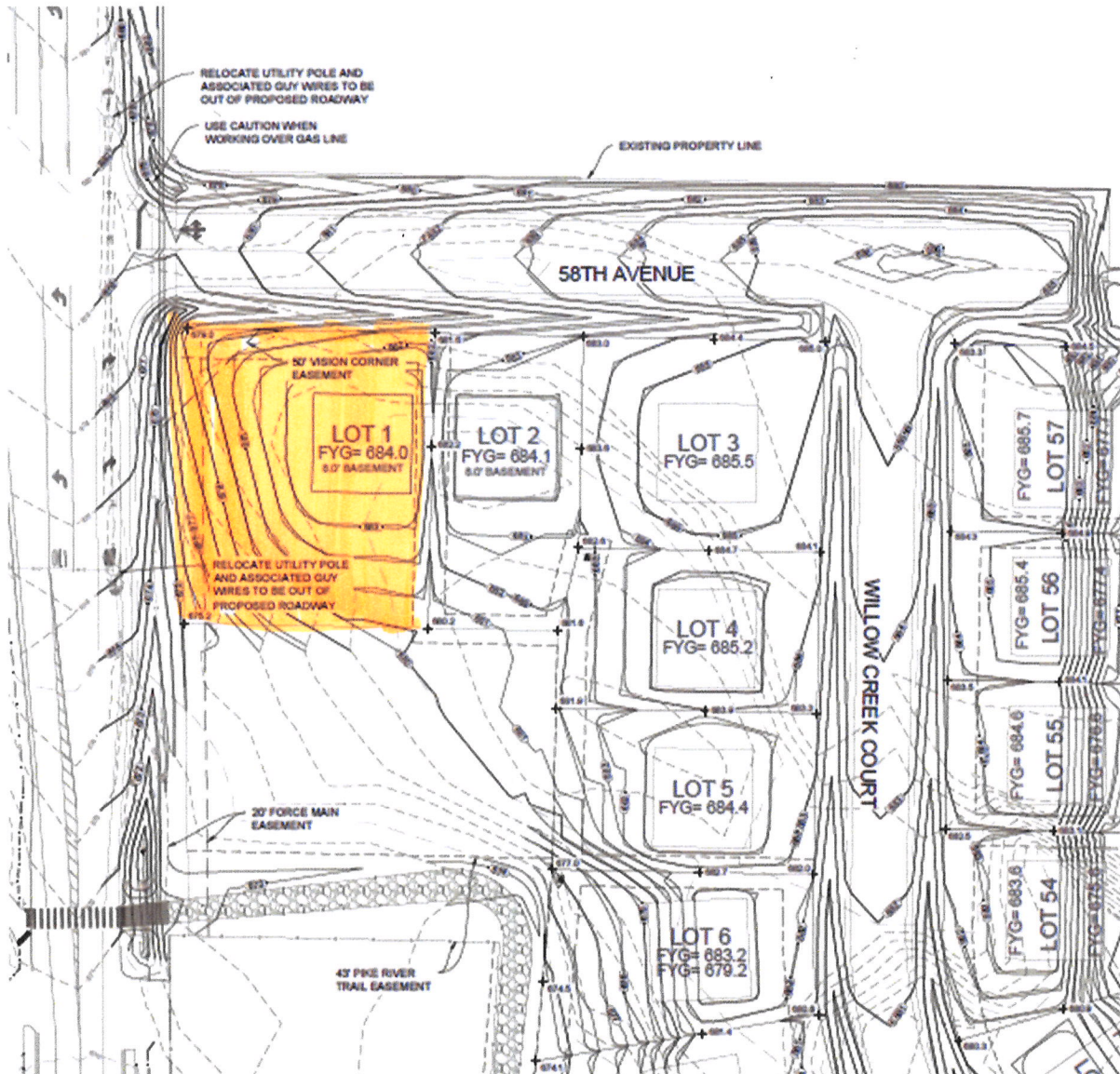
SITE PLAN

← NORTH

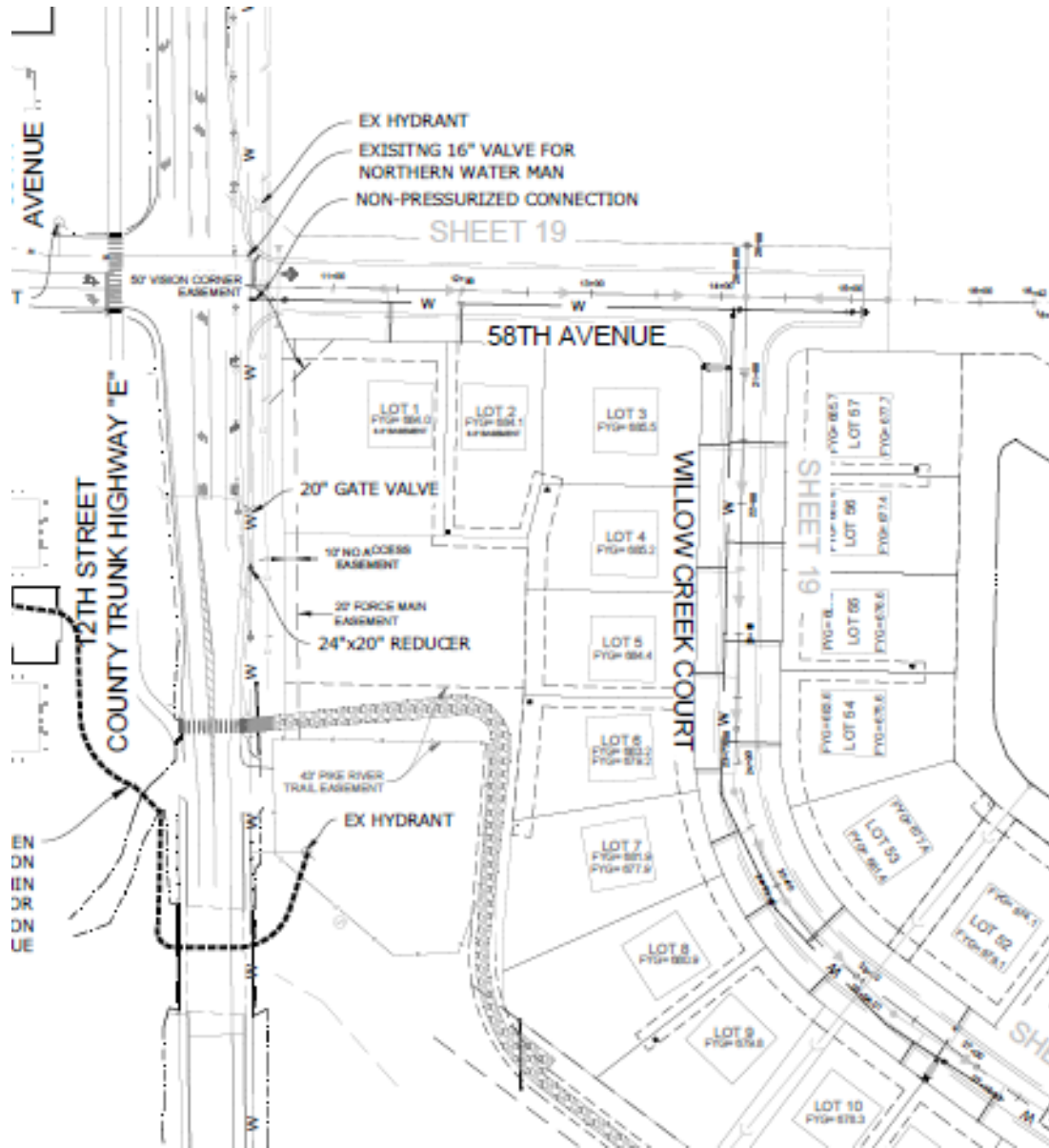


GRADING PLAN

← NORTH

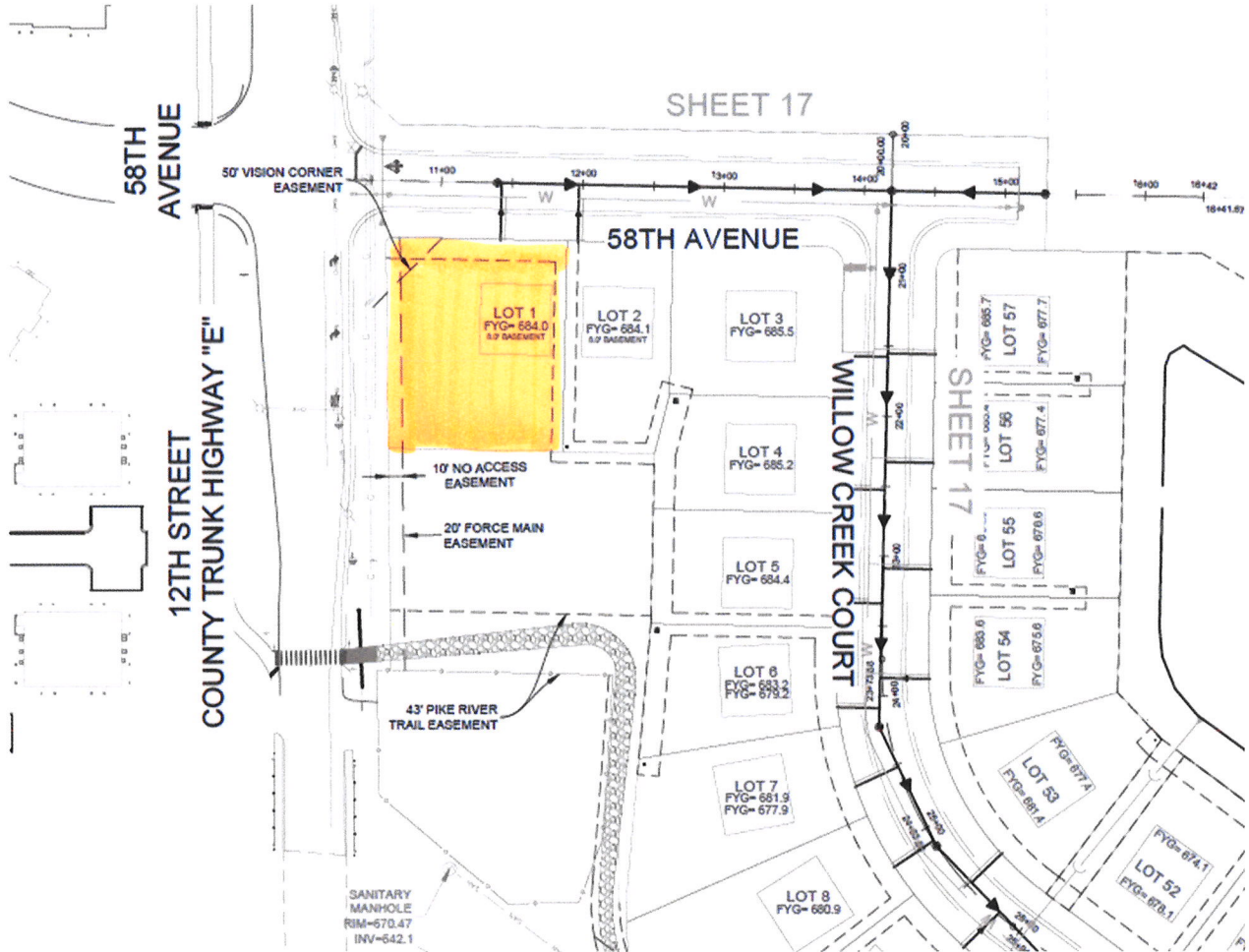


WATER MAIN PLAN



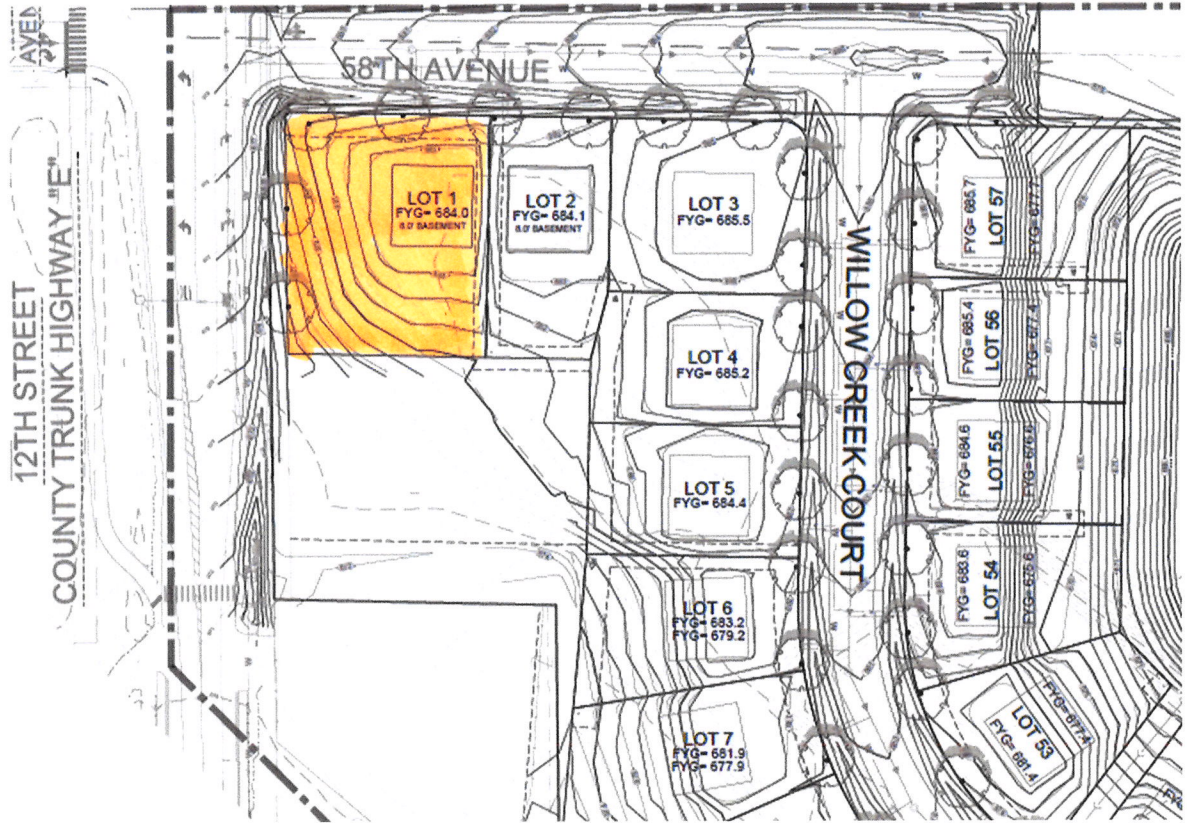
SANITARY SEWER PLAN

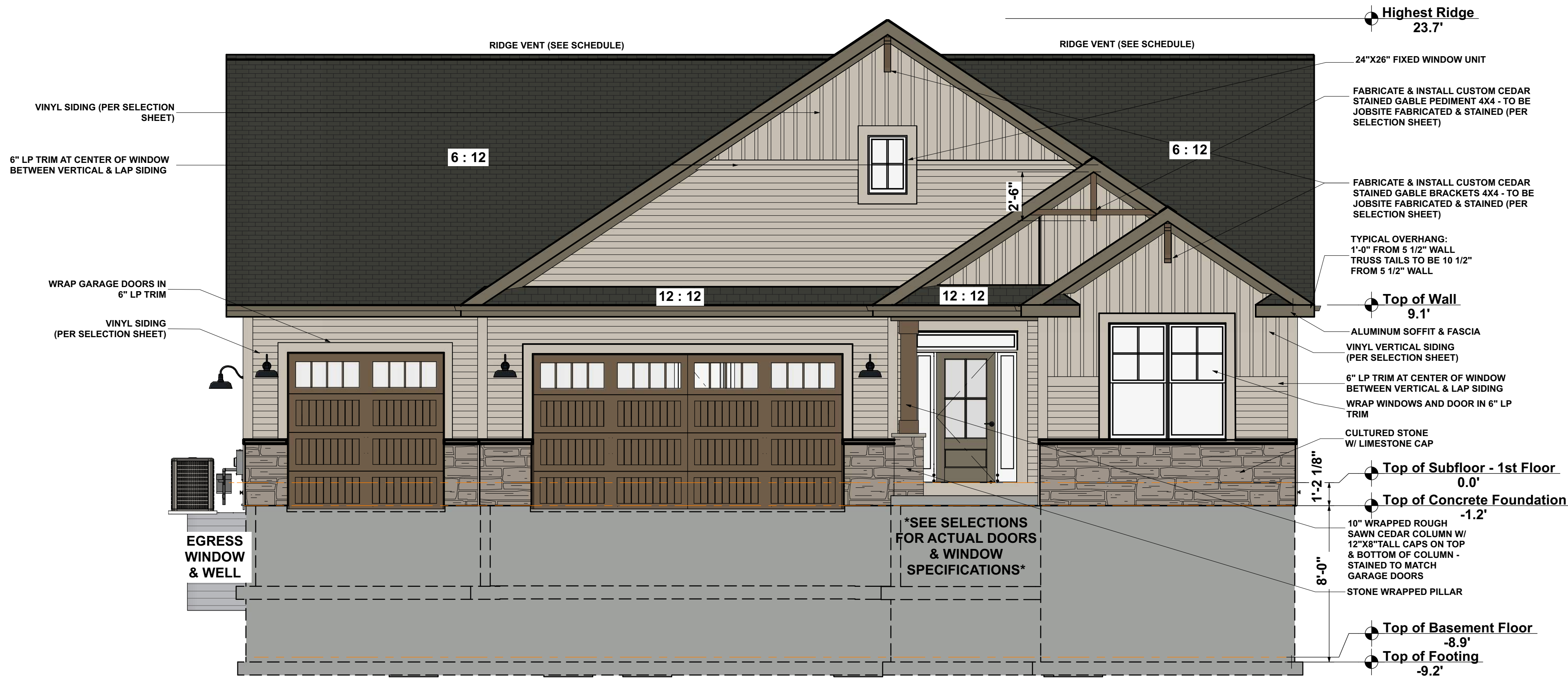
← NORTH



LANDSCAPING PLAN

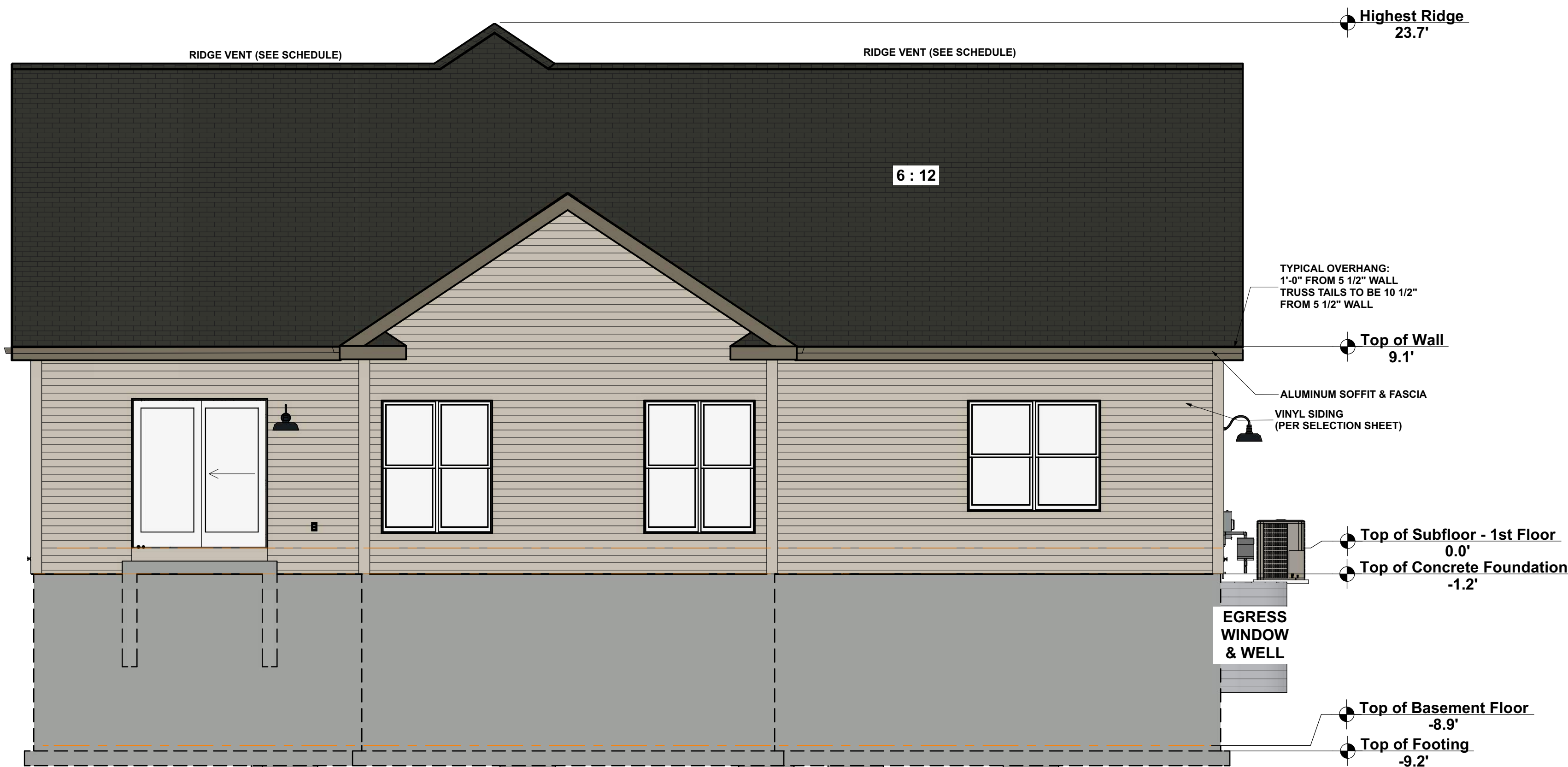
←---- NORTH





FRONT ELEVATION
1/4 in = 1 ft

FRONT ELEVATION MASONRY MEETS SUBDIVISION REQUIREMENT OF 15%
USE DIMENSIONS SHOWN-DO NOT SCALE DRAWINGS



REAR ELEVATION
USE DIMENSIONS SHOWN-DO NOT SCALE DRAWINGS



FOCUS ON ENERGY
NEW HOMES PROGRAM NOTES:

- HOME MUST BE A MINIMUM 30% MORE EFFICIENT THAN THE SAME HOME DESIGNED TO CURRENT UNIFORM DWELLING CODES.
- BUILDING AIR TIGHTNESS .20 TIMES TOTAL BUILDING SHELL AREA MAX @ CFM 50.
- SEALED SUMP BASIN/CROCK.
- SEALED PLUMBING ROUGH-IN THROUGH BASEMENT FLOOR (AIR TIGHT).
- FULL COVERAGE FOUNDATION WALL INSULATION (R-5, 1" FOAM BOARD MINIMUM).
- WHOLE HOUSE VENTILATION (PER ASHRAE 62-2, LOCATE FAN IN A CENTRALIZED BATH) 110 CFM WITH 6 INCH METAL DUCT TO EXTERIOR OF HOME.
- ALL OTHER BATHROOMS/PWDR ROOMS SHOULD HAVE A MINIMUM 75 CFM EXHAUST FAN WITH 6 INCH METAL DUCT TO EXTERIOR OF HOME.
- WATER HEATER MUST BE POWER VENTED OR CLOSED COMBUSTION TYPE WITH AN ENERGY FACTOR EQUAL TO OR GREATER THAN .67EF.
- FURNACE MUST BE CLOSED COMBUSTION, HIGH EFFICIENCY, WITH INTAKE AND EXHAUST VENTED TO EXTERIOR OF BUILDING.
- FIREPLACE MUST BE DIRECT VENT GAS WITH CLOSED COMBUSTION, AIR INTAKE CONNECTED DIRECTLY TO THE EXTERIOR OF BUILDING (SPECIFIC SEALED-COMBUSTION WOOD BURNERS ALSO ALLOWED, CONTACT ENERGY-LINK LLC @ 414.333.1588).
- ATTIC HATCH MUST BE GASKETED AND HAVE A MINIMUM OF R-20 INSULATION ATTACHED.
- ON-GRADE SLAB MUST HAVE R-5 INSULATION AT EXPOSED EDGE.
- HEATING/COOLING DUCTS LOCATED OUTSIDE CONDITIONED SPACE (EX: IN THE ATTIC MUST BE INSULATED PER CODE AND HAVE ALL JOINTS SEALED).

ROUGH CARPENTER NOTES:

- NOTE LOCATION OF TOILET AND R.V. PIPE
DO NOT PLACE FLOOR JOISTS DIRECTLY IN THIS AREA. ALLOW 6" TO THE CENTER ON BOTH SIDES AND 13" FROM THE WALL FOR THE TOILET AND 5" TO THE CENTER ON BOTH SIDES OF THE R.V. PIPE.
- ALL EXTERIOR OPENINGS (WINDOWS, DOORS, ETC.) ON THE FIRST FLOOR ARE TO BE A MINIMUM OF (2) 2"X12" HEADERS, UNLESS IT IS OTHERWISE NOTED AS SUCH ON THE PLAN. ALL EXTERIOR OPENINGS ON THE SECOND FLOOR UP TO A 6'0" SPAN ARE TO BE A MINIMUM OF (2) 2"X12" HEADERS, ANY (BEARING) OPENING ON FIRST OR SECOND FLOOR OVER 6'-0" SPAN ARE TO BE A MINIMUM OF 2-PLY MICROLAM HEADERS AS NOTED PER THE PLAN.
- 1ST FLOOR CANTILEVERS ARE TO BE INSULATED W/ R-30 MIN. BATT INSULATION IN THE CLGS. (WHERE APPLICABLE), R-19 BATT INSUL. IN BOX SILL, AND 3/4" PRESSURE TREATED PLYWOOD (NO R-BBOARD IS TO BE USED ON 1ST FLOOR CANTILEVERS). 2ND FLOOR CANTILEVERS ARE TO BE INSULATED W/ R-19 BATT INSULATION WITH 7/16" O.S.B. SHEATHING PRIOR TO INSTALLATION OF EXTERIOR FINISH.
- ALL DIMENSIONS SHOWN ON THE PLAN ARE FOR ROUGH DIMENSIONS, THESE ARE FROM THE FACE OF THE STUD TO THE FACE OF THE STUD.
- ALL INTERIOR HEADERS ON NON-BEARING WALLS ARE TO BE LADDER HEADERS, ALL BEARING WALLS WILL BE NOTED AS TO THE SIZE ON THE PLAN.
- METAL WIND BRACING IS TO BE USED AT ALL EXTERIOR CORNERS WHERE SUITABLE, EXCLUDING WHERE OSB IS SUBSTITUTED.
- 7/16" O.S.B. IS TO BE USED AS EXTERIOR WALL SHEATHING ALL GABLE ENDS, FIREPLACE CHASES AND ALL HANGING WINDOW BOXES NAILED W/ 8/CC 8" TO 10" O.C.
- ALL HEADERS (INTERIOR BEARING AND ALL EXTERIOR) ARE TO BE NAILED WITH 16D NAILS AT 16" O.C. STAGGERED ON EACH SIDE. (ALL MICROLAM HEADERS ARE TO BE NAILED W/ 16D NAILS @ 12" O.C. STAGGERED ON EACH SIDE AND GLUED).

EXTERIOR MATERIALS NOTES:

- ALL WINDOWS TO BE VINYL WITH DRYWALL RETURNS, COLOR: WHITE.
- ARCHITECTURAL ROOF WITH CLOSED VALLEYS
- HOUSEWRAP TO BE APPLIED TO ENTIRE PERIMETER OF BUILDING EXTERIOR WALLS.
- SIDING TO BE APPLIED TO ENTIRE PERIMETER OF BUILDING EXTERIOR WALLS.
- CULTURED STONE WAINSCOT WITH LIMESTONE CAP AT FRONT ELEVATION WHERE SHOWN ON ELEVATIONS.
- 1" - R-5 RIGID INSULATION, FULL HEIGHT, AT ALL BASEMENT EXTERIOR WALLS.

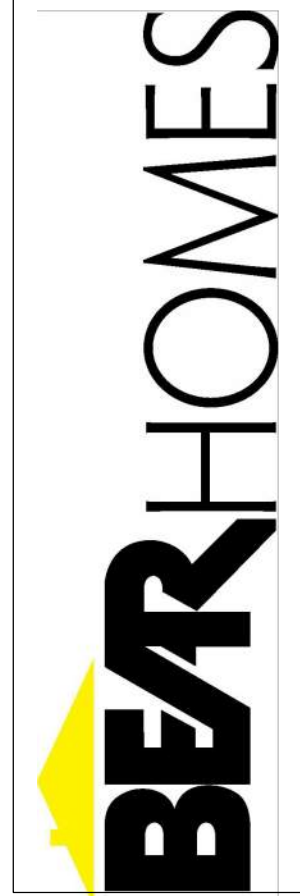
SPECIAL NOTE:

- THE BUYER(S) ACKNOWLEDGE THAT IN THE COURSE OF BUILDING, BECAUSE OF JOB CONDITIONS AND DIFFERENT METHODS OF CONSTRUCTION; DEVIATIONS MAY OCCUR FROM THE PRINT. THEREFORE, THE BUILDER RESERVES THE RIGHT TO MAKE SLIGHT MODIFICATIONS TO ROOM SIZES AND PLACEMENT OF MECHANICAL FIXTURES (I.E. HVAC, PLUMBING, ELEC, AND DOWNSPOUTS.)

_____/_____/_____
_____/_____/_____

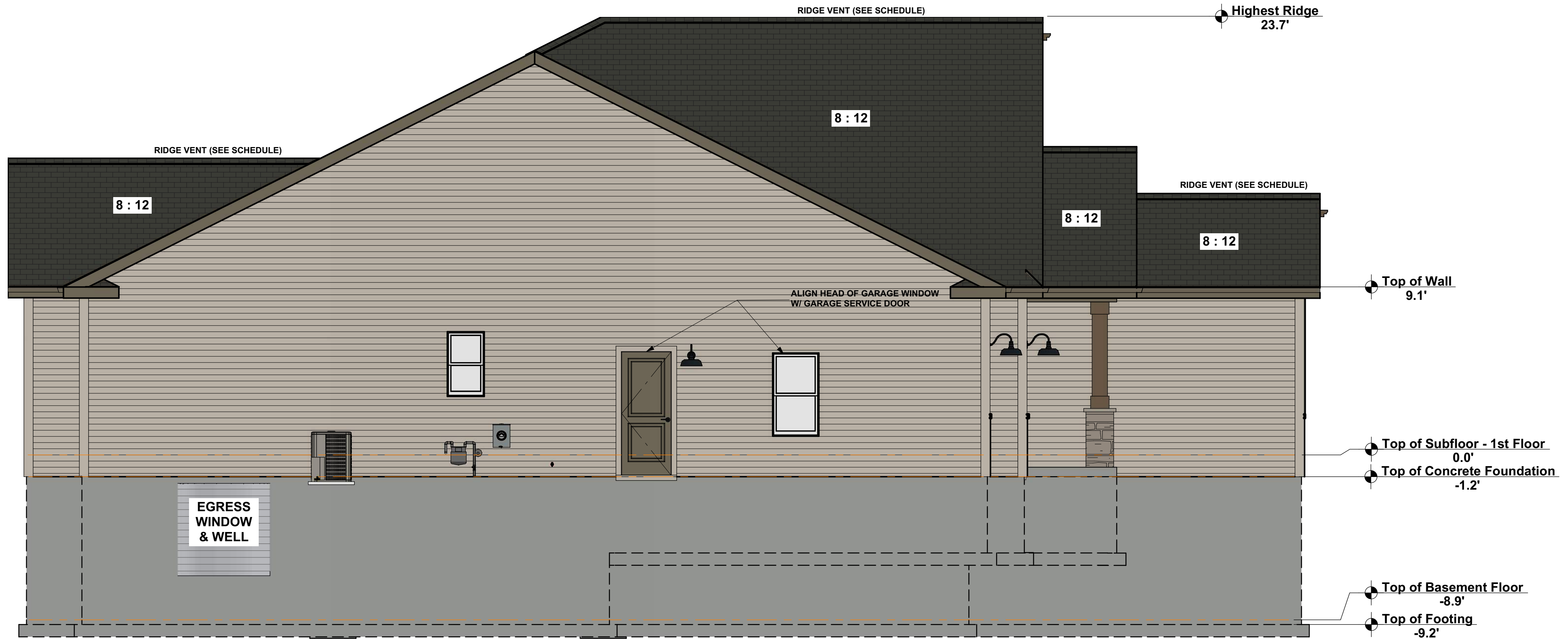
REVISION TABLE	
DATE	REV BY DESCRIPTION

4015 80TH STREET
KENOSHA, WI,
53142
262-942-3500



STYLE: MAXWELL 3 CAR - ELEVATION 1
PLAN # 25-150B
CUSTOMER: SPEC
LOCATION: SOMERS CREEK LOT 2 - MODEL

DATE:
6/15/2026
SHEET:
1 OF 8



RIGHT ELEVATION
1/4 in = 1 ft

USE DIMENSIONS SHOWN-DO NOT SCALE DRAWINGS



LEFT ELEVATION
1/4 in = 1 ft

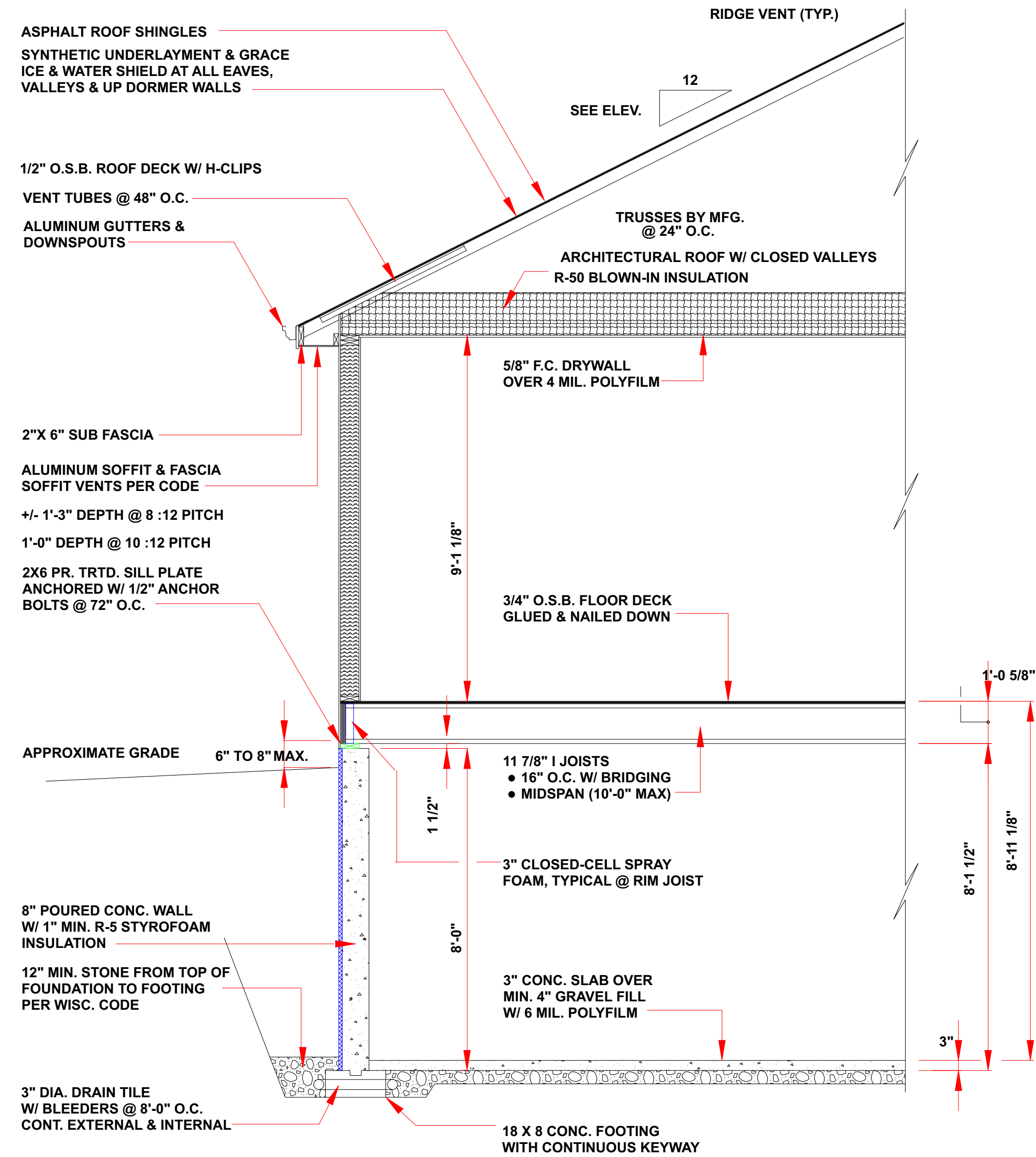
USE DIMENSIONS SHOWN-DO NOT SCALE DRAWINGS

EXTERIOR WALL CONSTRUCTION
VINYL SIDING
& CULTURED STONE
PER ELEVATION
7/16" O.S.B. OVER
2X6 STUDS @ 16" O.C.
R-19 BATT INSULATION
4 MIL. POLYFILM
1/2" DRYWALL

Habitable Room Light Requirement 8% of area. Vent Requirement 3.5% of area.

LIGHT - VENT REQUIREMENTS										Size and Locations Habitable Rooms
Model	Elev	Room	Area SF	Light Req'd	Light Actual	Vent Req'd	Vent Actual	Mech Req'd	Mech Actual	
Maxwell	All	Basement	2062	--	--	--	--	--	--	
Maxwell	All	Kitchen/Dinette	294	23.52	50.10	10.29	25.30			6068 Patio Door-(2)2846
Maxwell	All	Great Room	426	34.08	46.00	14.91	23.60			(4)2660
Maxwell	All	Master Bedroom	215	17.20	23.20	7.53	11.80			(2)3050SH
Maxwell	All	Master Bath	98	--	4.70	--	2.40 50 cfm		110 cfm	2036SH
Maxwell	All	Bedroom 2	131	10.48	18.00	4.59	9.20			(2)2846SH
Maxwell	All	Bedroom 3	122	9.76	18.00	4.27	9.20			(2)2846SH
Maxwell	All	Bedroom								
Maxwell	All	4/Office	158	12.64	28.40	5.53	14.40			(2)3060SH
Maxwell	All	Hall Bath	72	--	6.00	--	3.10	50	110	

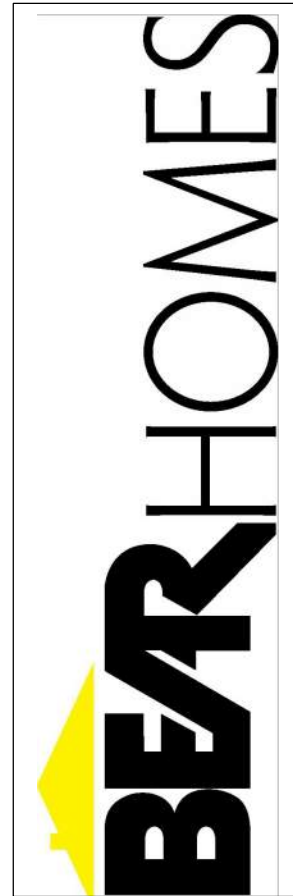
LIGHT-VENT REQUIREMENTS



TYPICAL SECTION
N.T.S.

REVISION TABLE	
DATE	REV BY DESCRIPTION

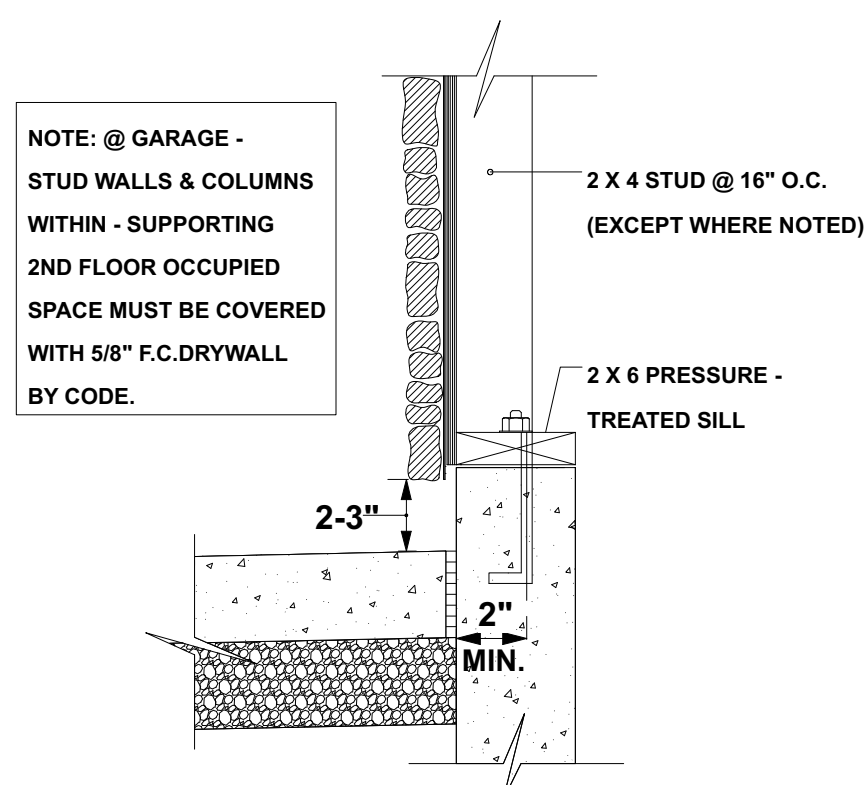
4015 80TH STREET
KENOSHA, WI,
53142
262-942-3500



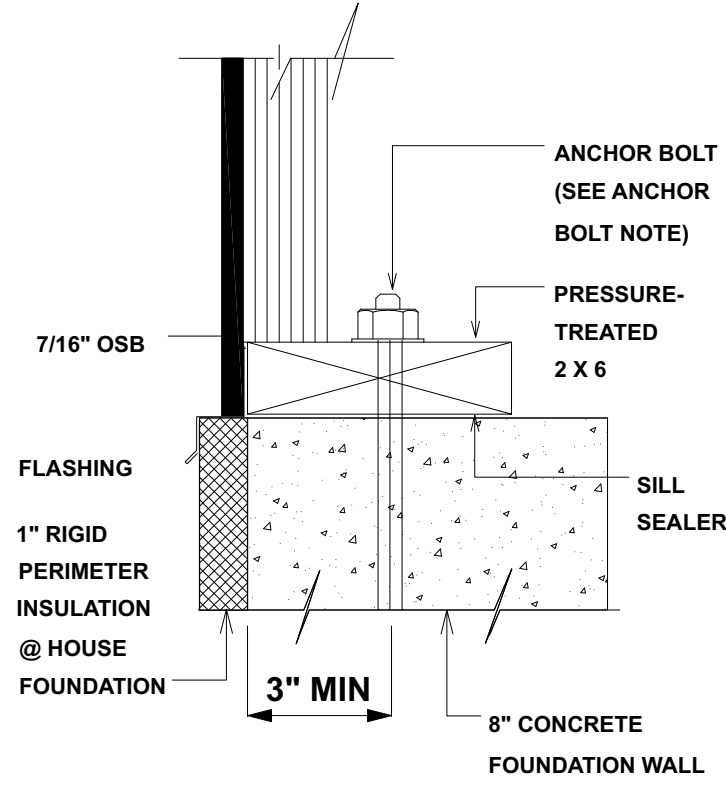
STYLE: MAXWELL 3 CAR - ELEVATION 1
PLAN # 25-150B
CUSTOMER: SPEC
LOCATION: SOMERS CREEK LOT 2 - MODEL

DATE:
6/15/2026

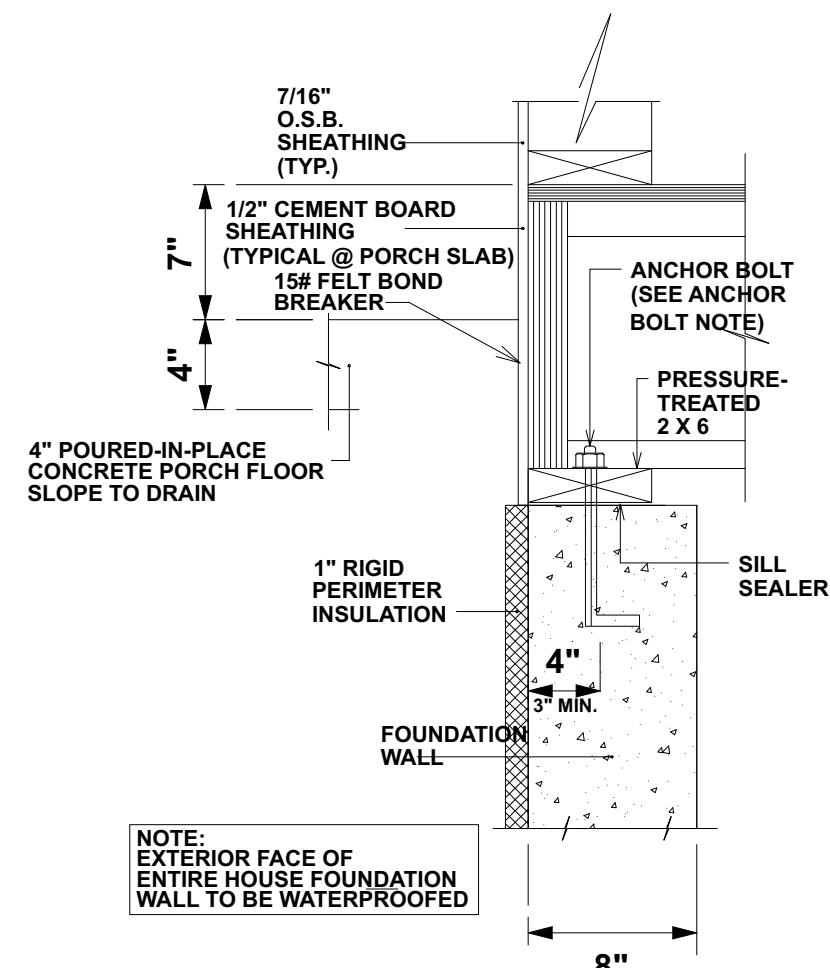
SHEET:
2 OF 8



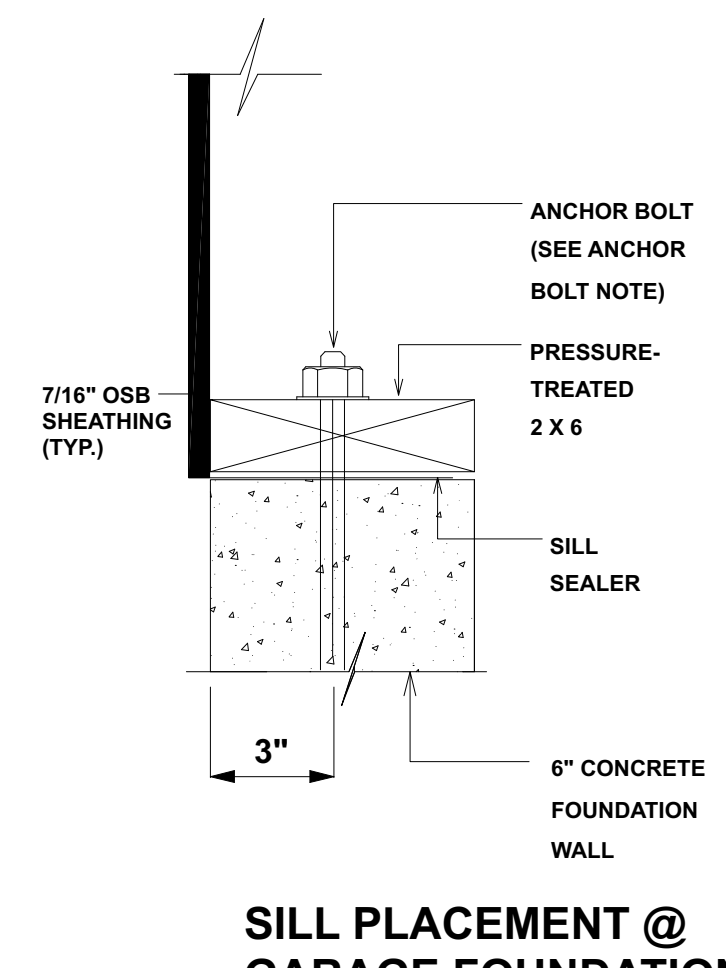
A SECTION - CULTURED STONE @ GARAGE
SCALE: NONE



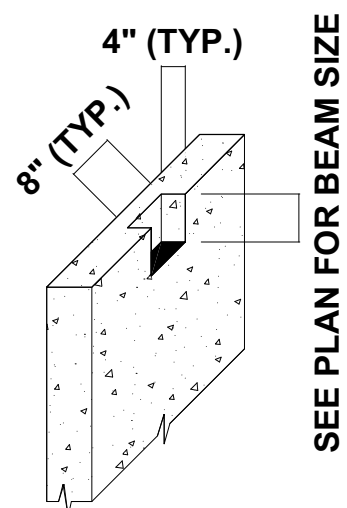
B SILL PLACEMENT @ HOUSE FOUNDATION
SCALE: NONE



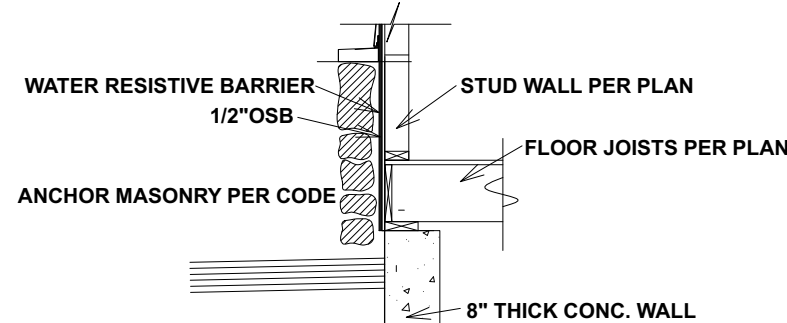
C SILL PLACEMENT @ PORCH
SCALE: NONE



D SILL PLACEMENT @ GARAGE FOUNDATION
SCALE: NONE



BEAM POCKET DETAIL
SCALE: NONE



STONE VENEER DETAIL
SCALE: NONE

CONCRETE NOTES:

1. ALL BASEMENT WINDOWS ARE TO BE INSTALLED 1'-0" BELOW TOP OF FOUNDATION WALLS W/ GALVANIZED WELLS.
2. ALL FOOTINGS FOR THE COLUMNS AND WALLS ARE TO BE INSTALLED PER PLAN. COLUMN FOOTINGS ARE TO BE FORMED PER SIZE CALLED OUT ON THE PLAN. ALL WALL FOOTINGS ARE TO HAVE A KEYWAY THE ENTIRE LENGTH OF THE FOOTINGS.

ANCHOR BOLT NOTE:

ANCHOR BOLTS IN GARAGE TO BE PLACED 2" FROM OUTSIDE EDGE.
ALL HOUSE FOUNDATION ANCHOR BOLTS TO BE PLACED 3" FROM OUTSIDE EDGE.
ANCHOR BOLTS @ GARAGE DOOR TO BE PLACED 6" FROM DROP FOR OVERHEAD DOOR.
ALL ANCHOR BOLTS TO BE PLACED 2 1/2" FROM TOP OF FOUNDATION WALL & 6" FROM CORNERS.

CARPENTERS:

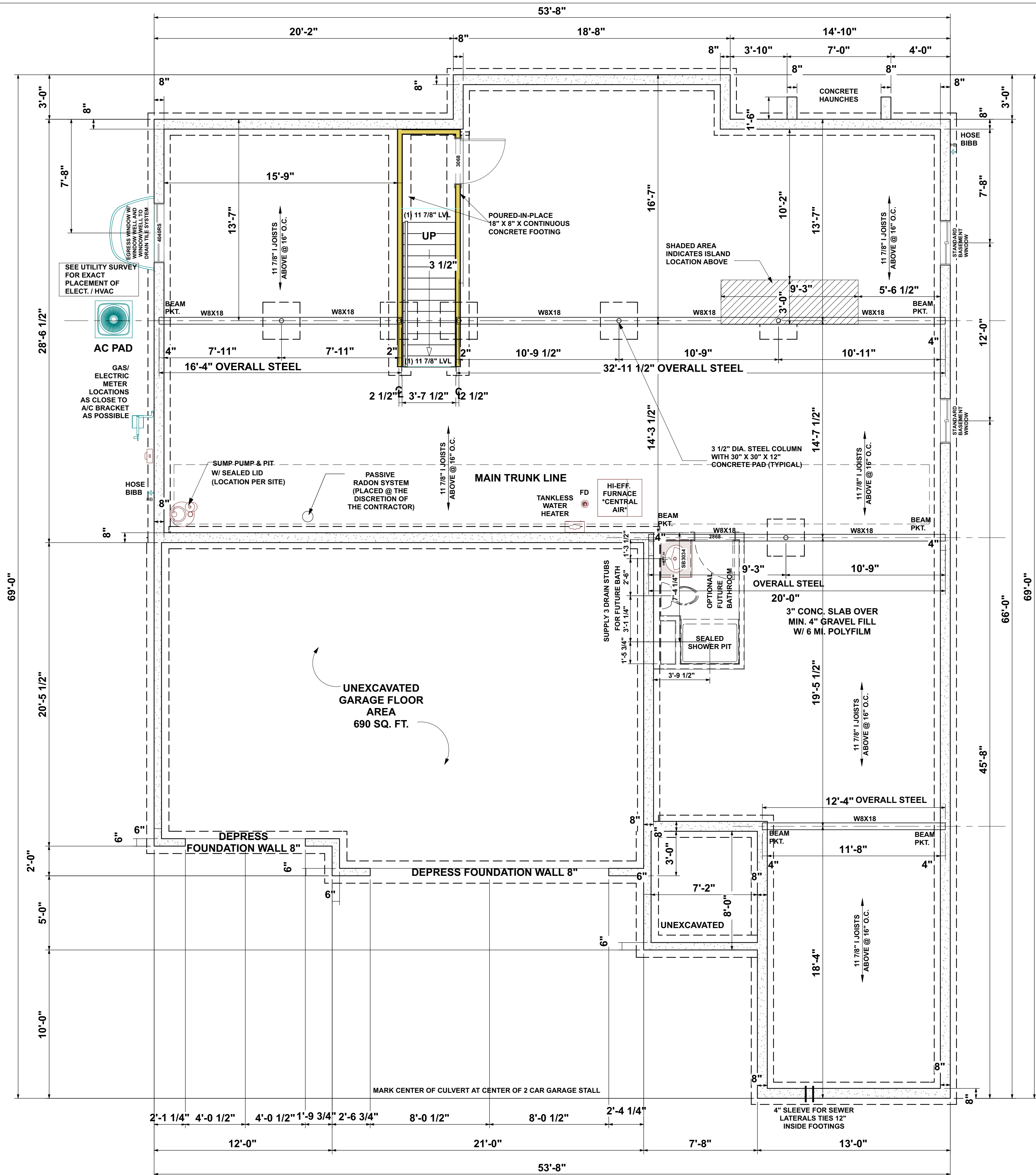
PLEASE NOTE THE LOCATION OF CENTERLINES FOR THE PLUMBING & ALLOW 3" MINIMUM OF SPACE ON BOTH SIDES OF CENTERLINE @ FLOOR JOISTS.

NOTE:

EXTERIOR FACE OF ENTIRE HOUSE FOUNDATION TO BE WATERPROOFED.

NOTE:

WINDOW DESIGNATIONS EQUAL ROUGH OPENING SIZES. VINYL SINGLE HUNG DRYWALL RETURNS.

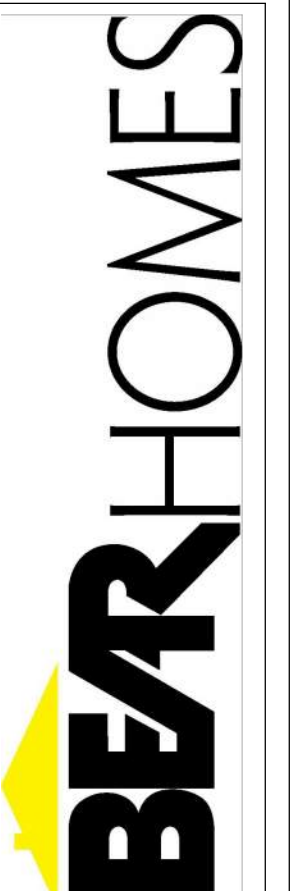


TOTAL AREA:
2062 SQ. FT.

BASEMENT PLAN
1/4 in = 1 ft

DATE	REV	DESCRIPTION

4015 80TH STREET
KENOSHA, WI,
53142
262-942-3500



STYLE: MAXWELL 3 CAR - ELEVATION 1
PLAN # 25-150B

CUSTOMER: SPEC

LOCATION: SOMERS CREEK LOT 2 - MODEL

DATE:

6/15/2026

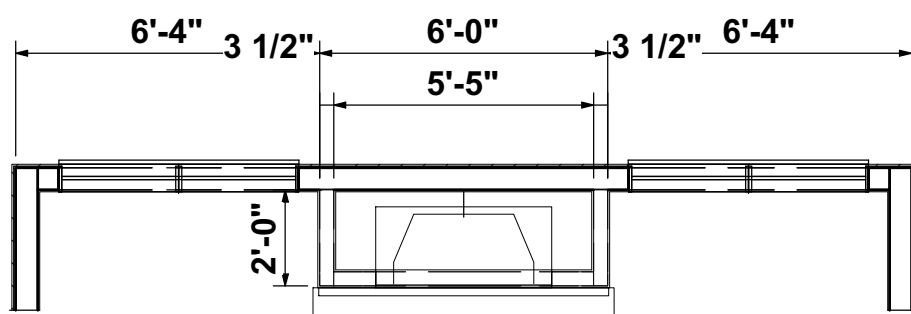
SHEET:

3 OF 8

ROOM FINISH SCHEDULE		
ROOM NAME	AREA, INTERIOR (SQ FT)	FLOOR FINISH
BATH	66	SPC
BEDROOM 3 CLOSET	12	CARPET
BEDROOM 2	134	CARPET
BEDROOM 2 CLOSET	13	CARPET
BEDROOM 3	122	CARPET
BEDROOM 4/ OFFICE	158	SPC
BEDROOM 4/ OFFICE CLOSET	8	SPC
BATH LINEN CLOSET	4	SPC
DINETTE	139	SPC
FOYER	58	SPC
GARAGE	696	CONCRETE
GREAT ROOM HALL	31	SPC
GREAT ROOM	427	SPC
HALLWAY 1	104	SPC
HALLWAY 1 CLOSET	6	SPC
KITCHEN PANTRY	14	SPC
KITCHEN	152	SPC
LAUNDRY	53	SPC
PRIMARY BATH	99	SPC
PRIMARY BDRM	215	SPC
MUD ROOM	39	SPC
MUD ROOM CLOSET	7	SPC
STAIR - OPEN TO BASEMENT	39	CARPET
PWDR RM	34	SPC
W.I.C. 1	19	SPC
W.I.C. 2	55	SPC
OPTIONAL FUTURE BATH	39	CONCRETE

ROOM FINISH SCHEDULE

NOTE: FOR REFERENCE ONLY - SUBCONTRACTORS SHOULD VERIFY THEIR OWN TAKE-OFFS



HEATILATOR NOVUS DIRECT VENT GAS FIREPLACE NDV42361-B

PROVIDE A (2) 2 X 12 HEADER @ 5'-0" FROM FLOOR.

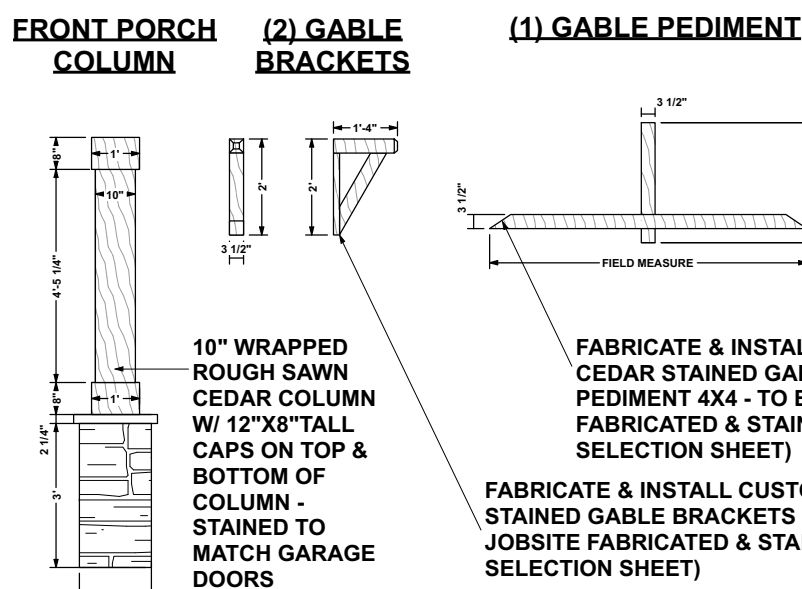
DIRECT VENT-GAS FIRED FIREPLACE WITH NO HEARTH PROVIDE WOOD MANTLE. PROVIDE TILED FACE FROM FLOOR TO UNDERSIDE OF MANTLE. UNIT TO SIT AT FLOOR.

FIREPLACE UNIT FRAMING DIMENSIONS:

WIDTH: 42" HEIGHT: 34 7/8" DEPTH: 19 5/8"

ACTUAL DIMENSIONS: WIDTH: 41" HEIGHT: 35 1/4" DEPTH: 19 1/8"

FIREPLACE PLAN 1/4 in = 1 ft



FRONT PORCH COLUMN, GABLE BRACKETS & PEDIMENT 1/4 in = 1 ft



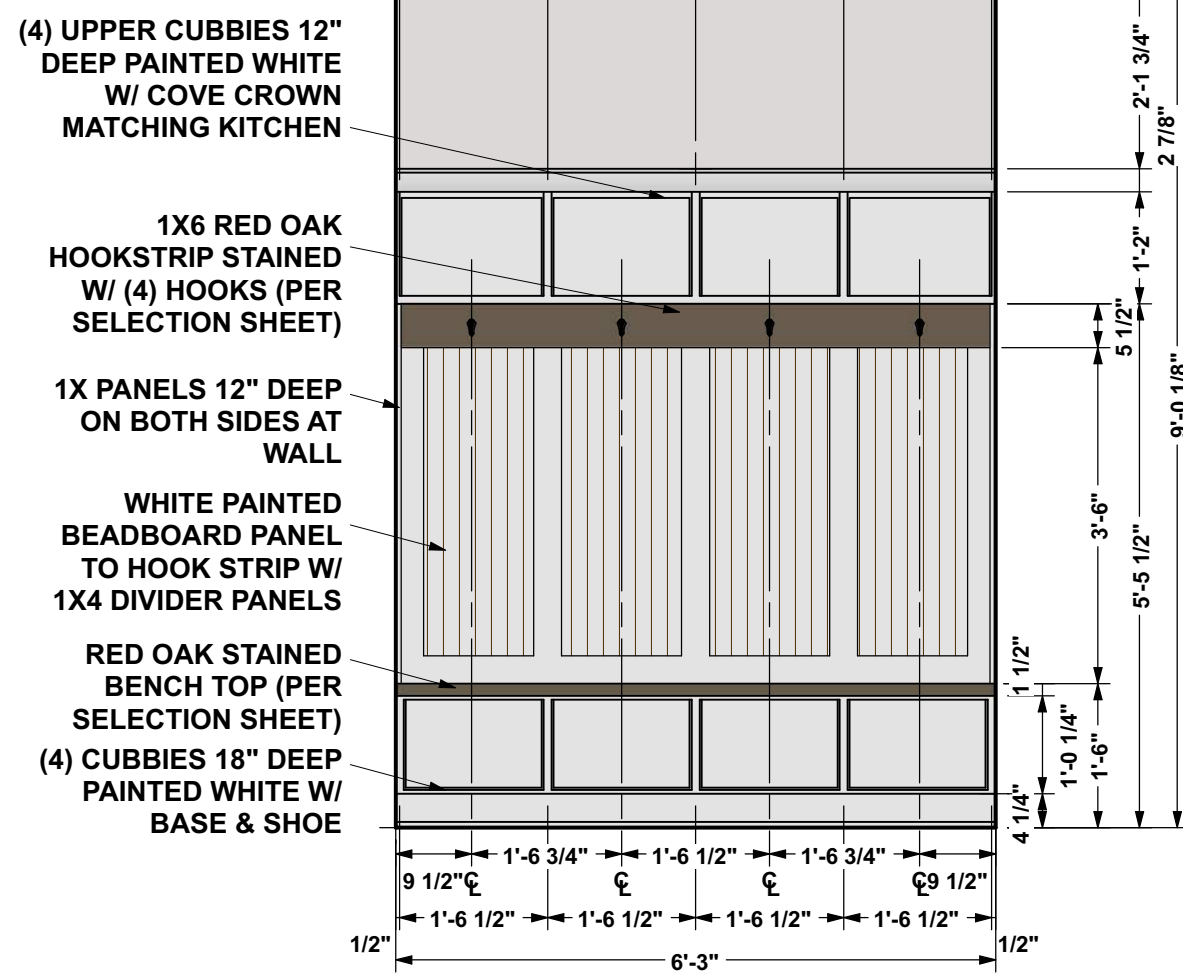
TYPICAL COLUMN

NOTE: PROVIDE 18"X18"CULTURED STONE BASE WITH LIMESTONE CAP. PROVIDE A CEDAR COLUMN ABOVE (SEE FRONT ELEVATION). PIER ROUGH FRAMING HEIGHT TO BE 36". PIER ROUGH FRAMING WIDTH/DEPTH TO BE 14" X 14".

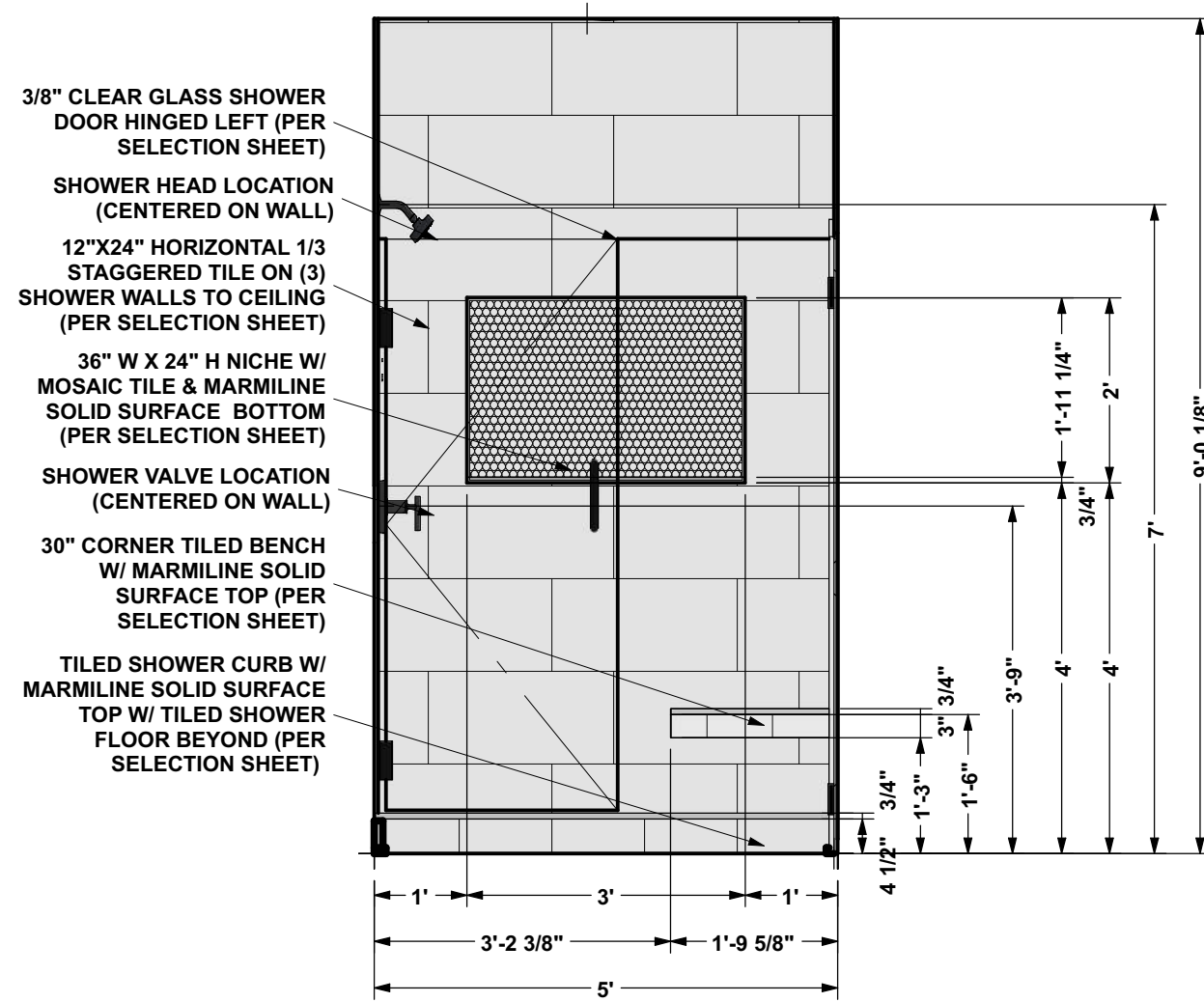
CARPENTERS: PLEASE NOTE THE LOCATION OF CENTERLINES FOR PLUMBING & ALLOW 3" MINIMUM OF SPACE ON BOTH SIDES OF CENTERLINE @ FLOOR JOISTS.

NOTE: WINDOW DESIGNATIONS EQUAL ROUGH OPENING SIZES. VINYL SINGLE HUNG DRYWALL RETURNS

NOTE: INSTALL 1/2" O.S.B. UNDER ALL EXTERIOR DOOR OPENINGS



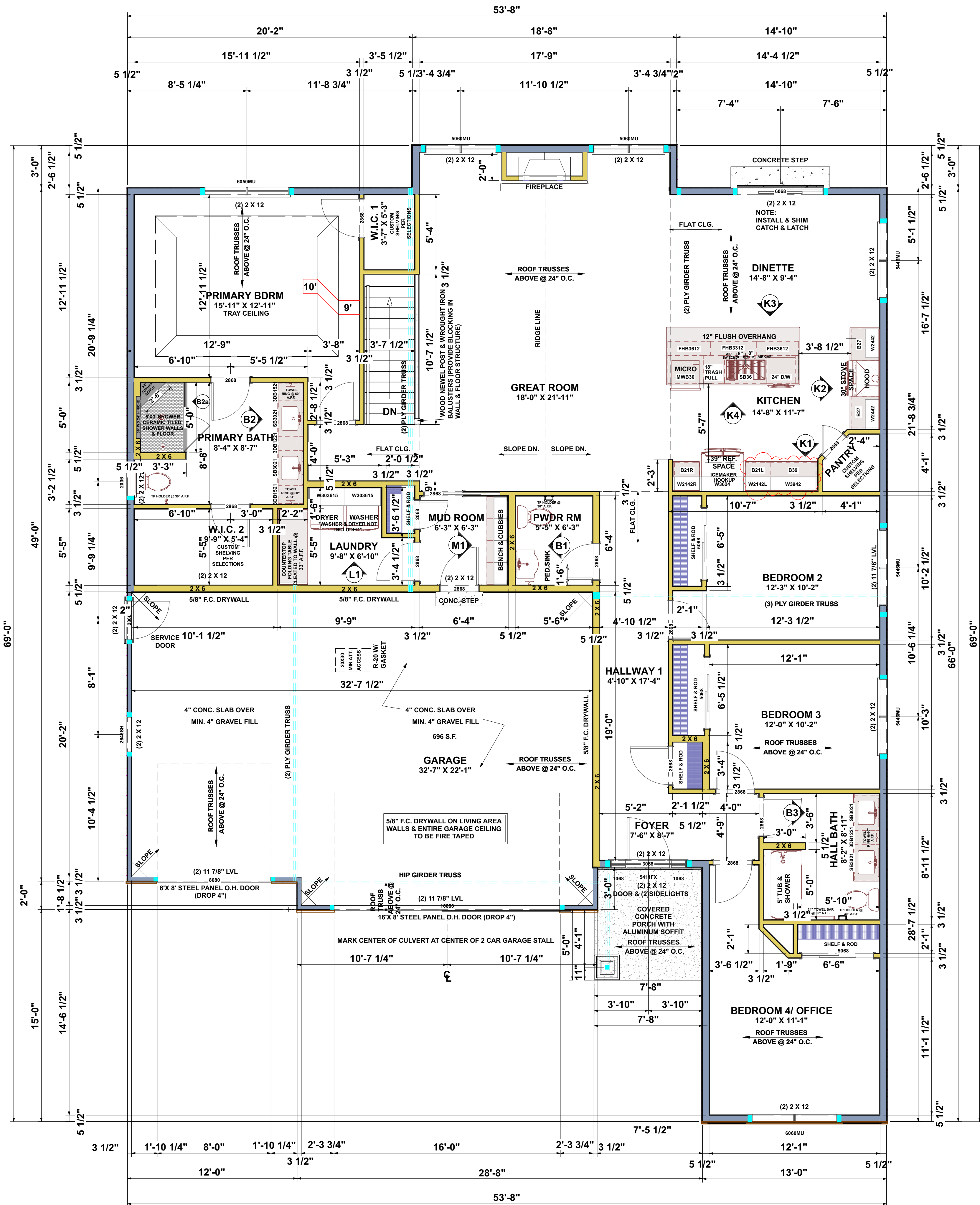
BOOT BENCH & CUBBIE ELEVATION (RIGHT) 1/2 in = 1 ft



PRIMARY SHOWER BACK WALL ELEVATION (LEFT) 1/2 in = 1 ft



PRIMARY SHOWER CAMERA VIEW

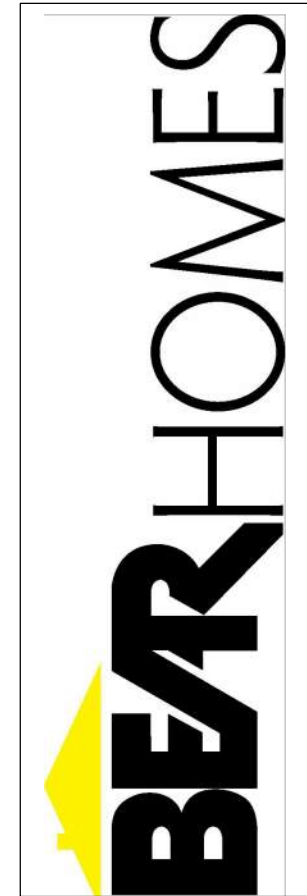


TOTAL AREA:
2226 SQ. FT.

FIRST FLOOR PLAN 1/4 in = 1 ft

REVISION TABLE		
DATE	REV BY	DESCRIPTION
6/15/2026	KA	KITCHEN CABINET SIZES ADJUSTED TO MATCH SHOP DRAWINGS

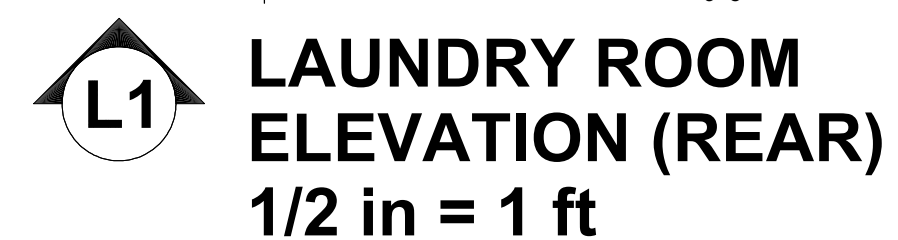
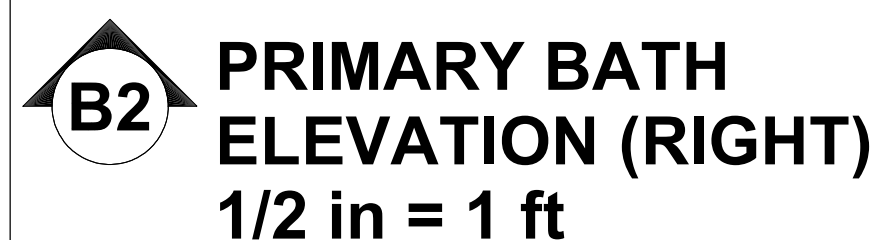
4015 80TH STREET
KENOSHA, WI,
53142
262-942-3500



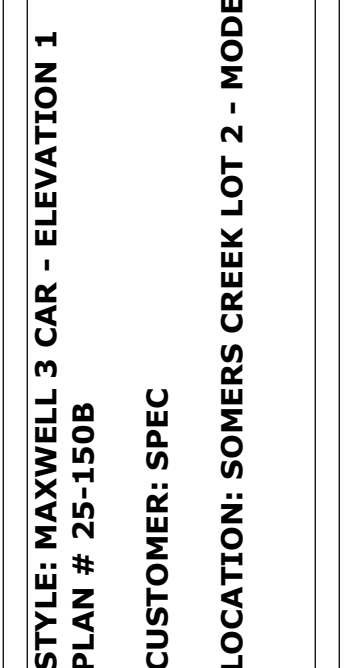
STYLE: MAXWELL 3 CAR - ELEVATION 1
PLAN # 25-1508
CUSTOMER: SPEC
LOCATION: SOMERS CREEK LOT 2 - MODEL

DATE:
6/15/2026

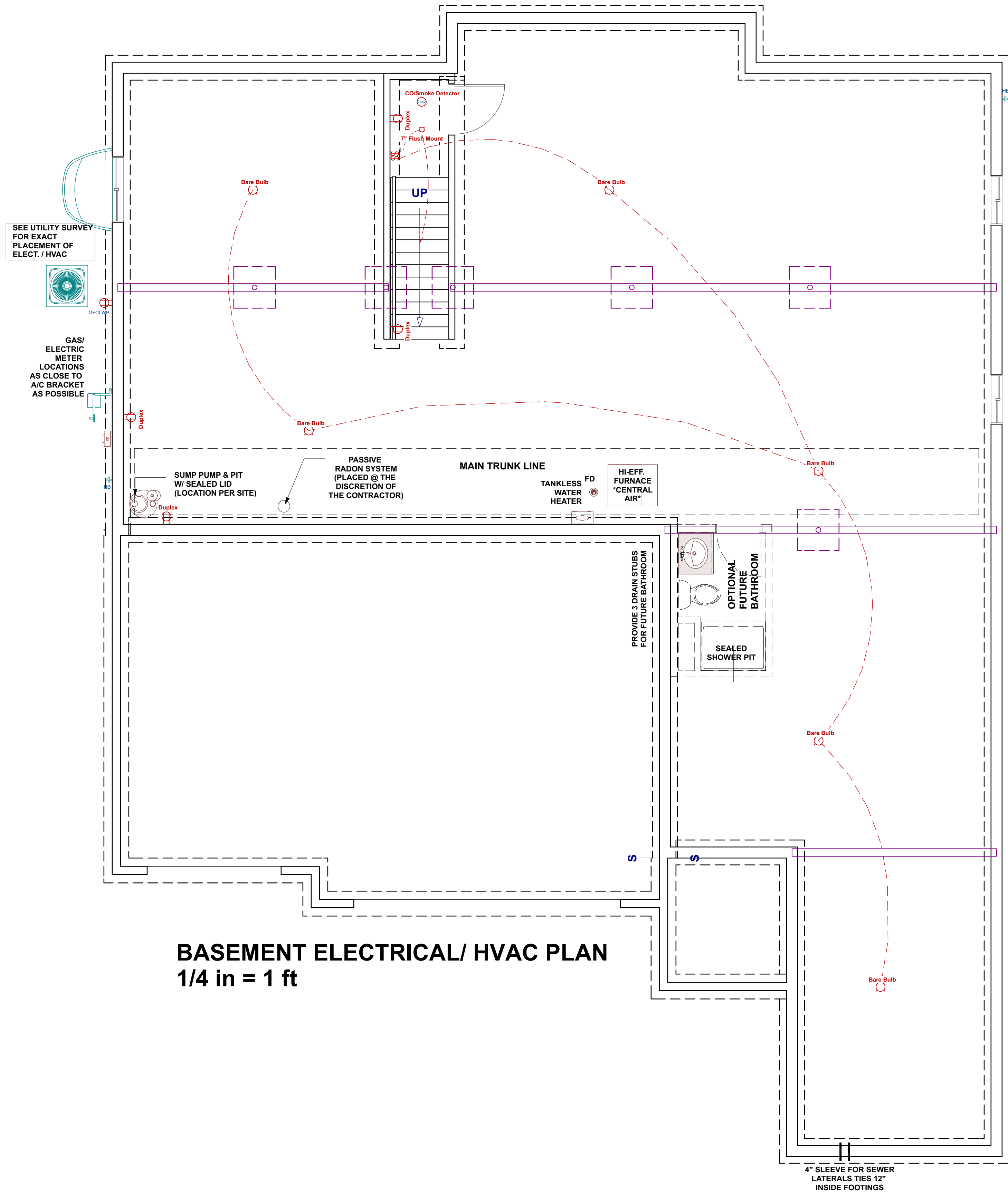
SHEET:
4 OF 8



**4015 80TH STREET
KENOSHA, WI,
53142
262-942-3500**

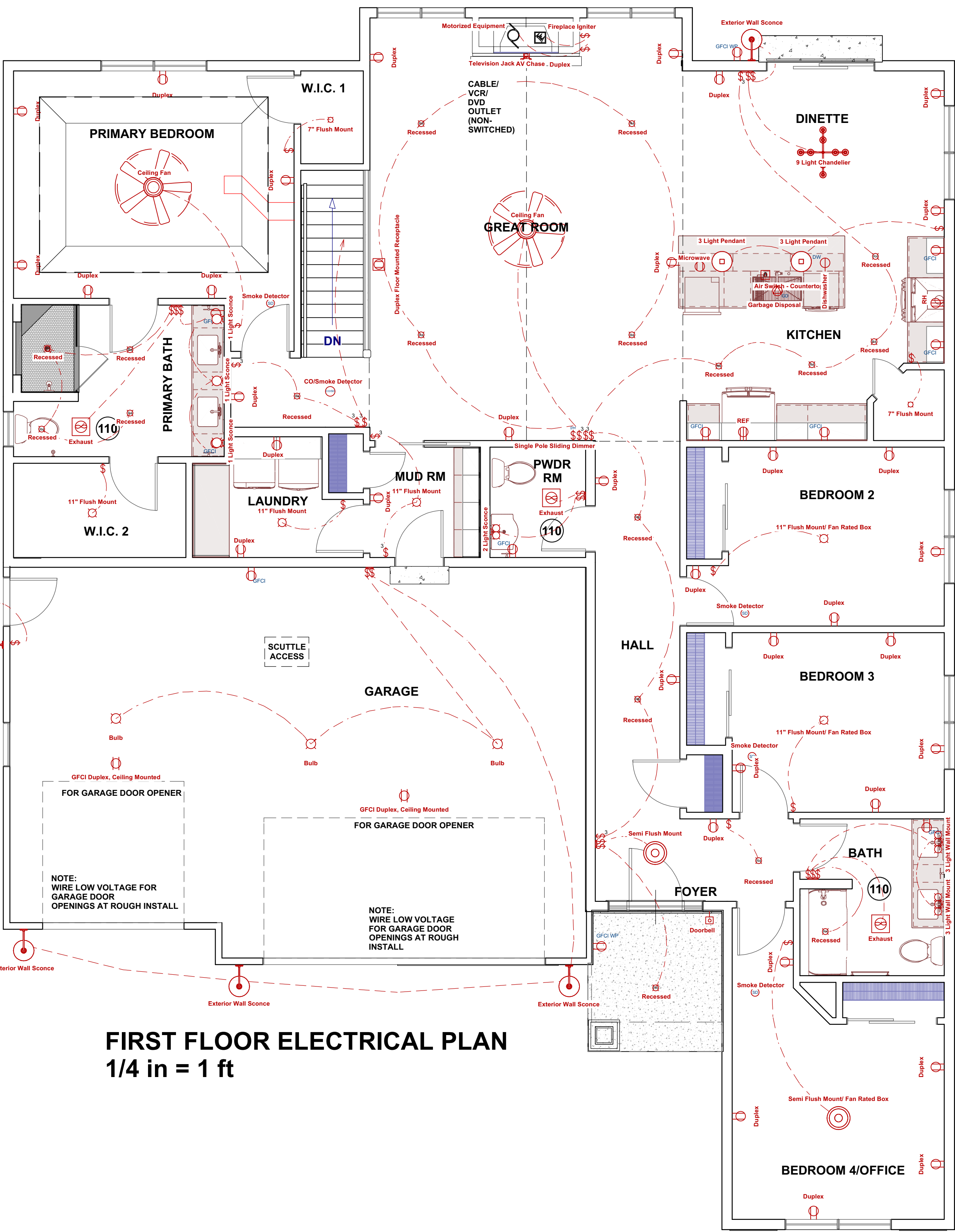


DATE:
6/15/2026
SHEET:
5 OF 8



BASEMENT ELECTRICAL/ HVAC PLAN
1/4 in = 1 ft

FIRST FLOOR ELECTRICAL SCHEDULE				
FLOORING SYMBOL	SYMBOL	DESCRIPTION	LOCATION	QUANTITY
1		DUPLEX	WALL	1
1		GFCI	WALL	9
1		EXHAUST	CEILING	3
1		RECESSED	CEILING	18
1		SINGLE POLE SWITCH	WALL	28
1		SINGLE POLE SLIDING DIMMER	WALL	1
1		SMOKE DETECTOR	CEILING	4
1		DUPLEX FLOOR MOUNTED RECEPTACLE	FLOOR	1
1		DUPLEX	WALL	34
1		MICROWAVE	CABINET	1
1		EXTERIOR WALL SCONCE	FLOOR	5
1		RH	WALL	1
1		REF	WALL	1
1		DOORBELL	WALL	1
1		CO/SMOKE DETECTOR	CEILING	1
1		GFCI WP	WALL	2
1		GARBAGE DISPOSAL	FLOOR	1
1		AIR SWITCH - COUNTERTOP	FLOOR	1
1		SEMI FLUSH MOUNT/ FAN RATED BOX	CEILING	1
1		CEILING FAN	CEILING	2
1		2 LIGHT SCONCE	WALL	1
1		THREE WAY SWITCH	WALL	9
1		BULB	CEILING	3
1		AV CHASE	FLOOR	1
1		9 LIGHT CHANDELIER	FLOOR	1
1		3 LIGHT WALL MOUNT	WALL	2
1		SEMI FLUSH MOUNT	CEILING	1
1		GFCI DUPLEX, CEILING MOUNTED	CEILING	2
1		DUPLEX	CABINET	1
1		11" FLUSH MOUNT/ FAN RATED BOX	CEILING	2
1		CHAIN	FLOOR	1
1		TELEVISION JACK	WALL	1
1		DISHWASHER	CABINET	1
1		11" FLUSH MOUNT	CEILING	3
1		1 LIGHT SCONCE	WALL	3
1		7" FLUSH MOUNT	CEILING	2
1		3 LIGHT PENDANT	CEILING	2



FIRST FLOOR ELECTRICAL PLAN
1/4 in = 1 ft

BASEMENT ELECTRICAL SCHEDULE				
FLOORING SYMBOL	SYMBOL	DESCRIPTION	LOCATION	QUANTITY
0		BARE BULB	CEILING	6
0		DUPLEX	WALL	4
0		THREE WAY SWITCH	WALL	1
0		CO/SMOKE DETECTOR	CEILING	1
0		SINGLE POLE SWITCH	WALL	1
0		GFCI WP	WALL	1
0		7" FLUSH MOUNT	CEILING	1

****SUPPLY 200 AMP SERVICE****

HVAC NOTE:
1.) LOCATIONS OF SUPPLIES & RETURNS MAY VARY TO DUE STRUCTURAL CONSTRAINTS
2.) IN ADDITION TO THIS LAYOUT, THERE WILL ALSO BE ONE SUPPLY LOCATED ON THE TRUNK LINE AND ONE RETURN LOCATED NEAR THE FURNACE IN THE BASEMENT

ELECTRICAL NOTE:
ALL ELECTRIC SHOWN ON THE PLAN IS TO BE USED FOR BIDDING PURPOSES AND AS A GUIDE ONLY. ALL ELECTRIC WORK IS TO BE INSTALLED PER STATE AND LOCAL CODES. SUPPLY 200 AMP SERVICE

(RH/MW) RANGE HOOD / MICROWAVE
(GD) GARBAGE DISPOSAL
(DW) DISHWASHER
(REF) REFRIGERATOR

REVISION TABLE

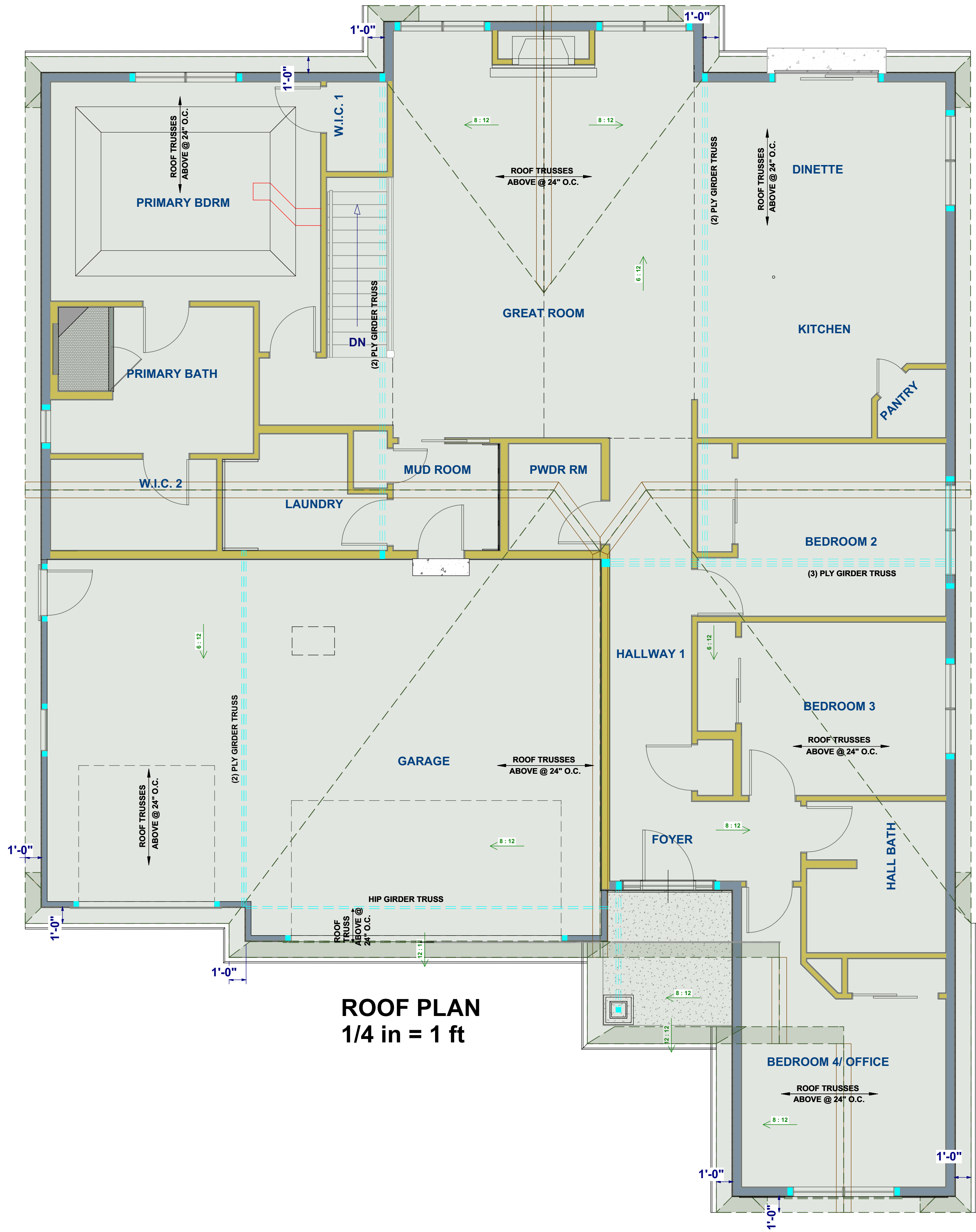
DATE	REV	BY	DESCRIPTION

4015 80TH STREET
KENOSHA, WI,
53142
262-942-3500

STYLE: MAXWELL 3 CAR - ELEVATION 1
PLAN # 25-150B
CUSTOMER: SPEC
LOCATION: SOMERS CREEK LOT 2 - MODEL

DATE:
6/15/2026

SHEET:
6 OF 8



ROOF PLAN
1/4 in = 1 ft

Model	Elevation	Location	Attic Area	Ventilation Required SQ Inch	High Venting SQ Inch	LF Ridge Vent Required	LF Ridge Vent Provided	Box Vent Required	Box Vent Provided	SQ Inch Soffit Vent Required	Sq Inch Soffit Vent Provided	Req'd Panels 5.87 SQ Inch per foot	1/300	% High
Maxwell - 3 Car	1	All Areas	2941	1412	706	35	35	0	N/A	706	710	121	☒	50.00%

NOTES:
1. Venting calculations based on Owens Corning Ventsure Ridge Vent with 20" venting per Ln. Ft. If other vent is used adjust Ln. Ft. as needed to meet high venting required.
2. Box vent calculations based on units providing 50" venting per unit. If other vents used adjust quantity of units as needed to meet high venting required.
3. Ridge vent to start 24" from adjacent walls, a ridge or vally intersection.
4. Do not combine ridge vents and box vents to meet venting requirement.
5. Where there is not enough ridge for venting use box vents in lieu of ridge vents to meet venting requirement. Locate vents on back of house in the upper 1/3 section of roof.
6. Ventilation is not required for separated roof areas such as dormers, bump-outs or bays that cover a floor area 40s.f. or less.

ATTIC VENT REQUIREMENTS

REVISION TABLE	
DATE	REV BY DESCRIPTION

4015 80TH STREET
KENOSHA, WI,
53142
262-942-3500



STYLE: MAXWELL 3 CAR - ELEVATION 1
PLAN # 25-150B
CUSTOMER: SPEC
LOCATION: SOMERS CREEK LOT 2 - MODEL

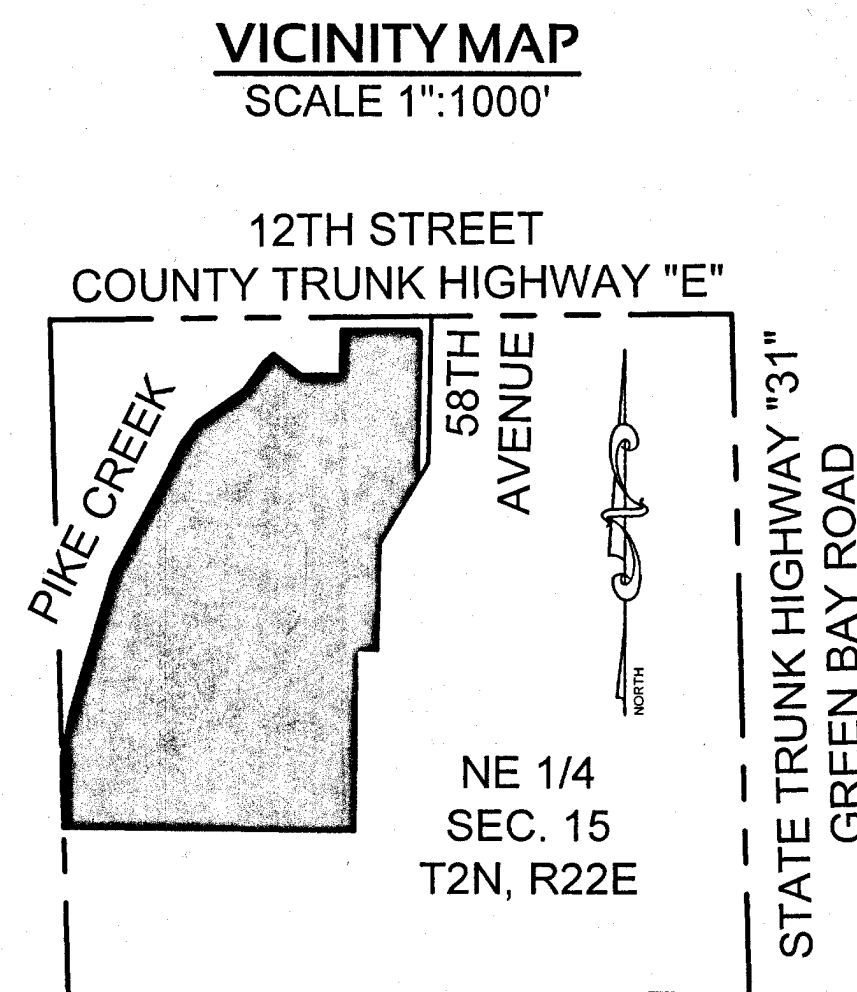
DATE:
6/15/2026

SHEET:
7 OF 8

SOMERS CREEK

Being a part of Outlot 1 and all of Lot 1 and Lot 3 of Certified Survey Map No. 2556 and all of vacated Willow Creek Court adjacent thereto, in the Northeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 of Section 15, Township 2 North, Range 22 East, Village of Somers, Kenosha County, Wisconsin

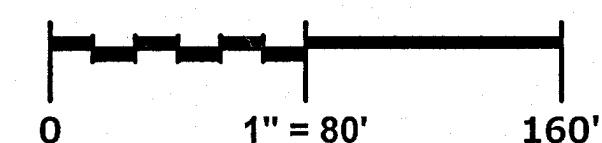
Document #: 1996601
Date: 2026-03-06 Time: 2:45 PM Pages: 5
Fee: \$50.00 County: KENOSHA State: WI
REGISTER OF DEEDS: Jennifer A. Mack
Plat # 6528



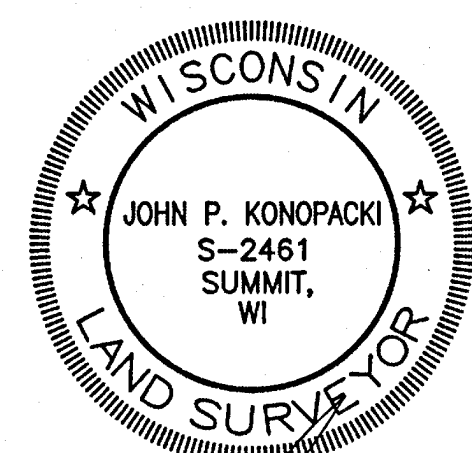
BUILDING SETBACK REQUIREMENTS:

STREET YARD C.T.H. "E" = 65 FEET
STREET YARD (LOTS 1-6, 10-22, 24-25, 30-73) = 30 FEET
STREET YARD (LOTS 7-9) = 40 FEET
STREET YARD (LOTS 23 & 28-29) = 45 FEET
SIDE YARD = 10 FEET
REARYARD = 25 FEET

GRAPHICAL SCALE (FEET)



Coordinates referenced to the Wisconsin State Plane Coordinate System, South Zone (N.A.D. 1983/2011).
Bearings referenced to the north line of the Northeast 1/4 of Section 15, Township 2 North, Range 22 East which has a bearing of S89°24'19"W.



SEPTEMBER 17, 2025
NOVEMBER 25, 2025
JANUARY 9, 2026
REVISED: FEBRUARY 19, 2026

There are no objections to this plat with respect to s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified February 27, 2026

Don Line
Department of Administration

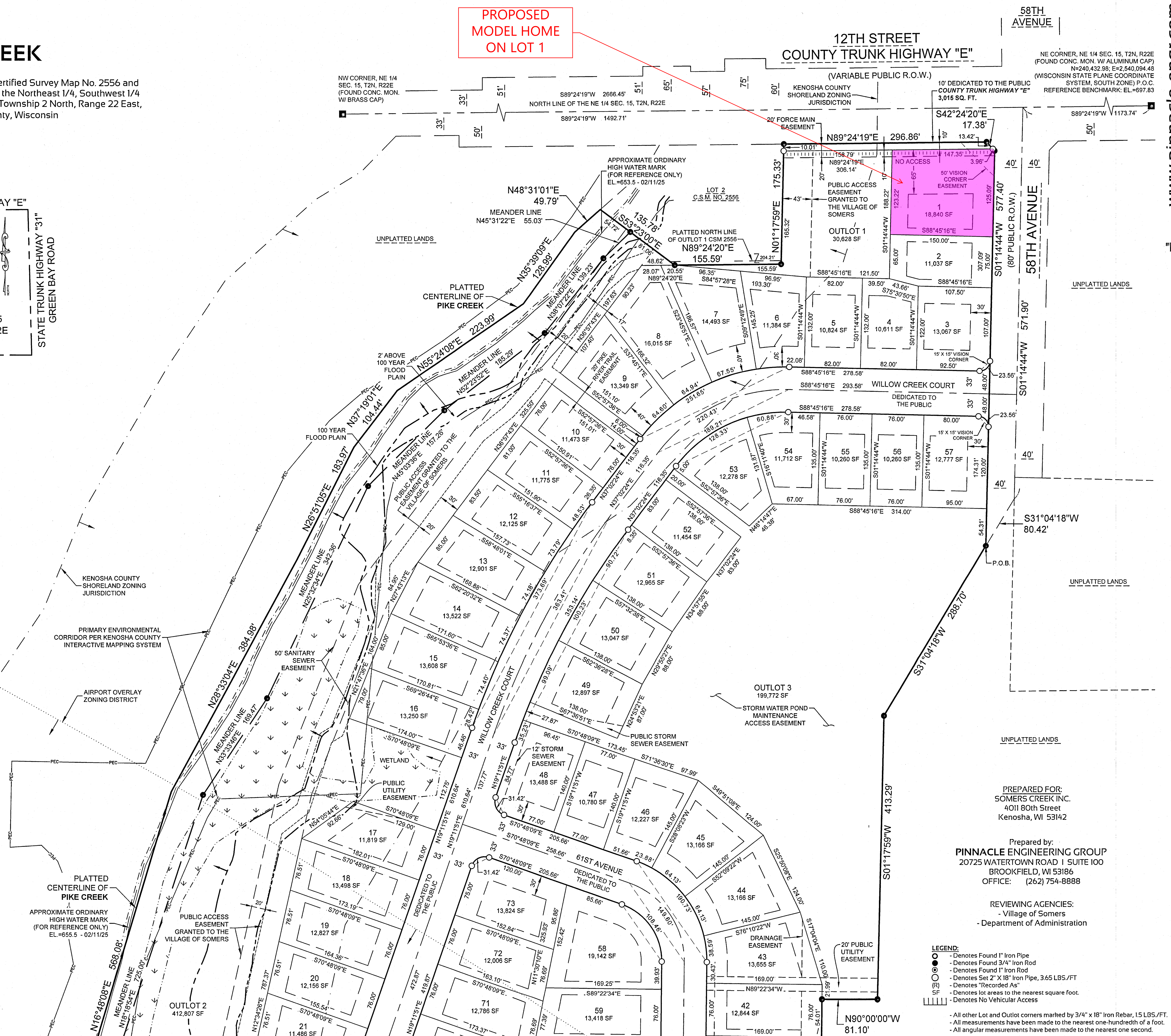


This instrument drafted by John P. Konopacki, PLS-Registration No. S-2461

PINNACLE ENGINEERING GROUP

DRAFTED BY:

PROPOSED
MODEL HOME
ON LOT 1



PREPARED FOR:
SOMERS CREEK INC.
4011 80th Street
Kenosha, WI 53142

Prepared by:
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD | SUITE 100
BROOKFIELD, WI 53186
OFFICE: (262) 754-8888

REVIEWING AGENCIES:
- Village of Somers
- Department of Administration

LEGEND:
- Denotes Found 1" Iron Pipe
- Denotes Found 3/4" Iron Rod
- Denotes Found 1" Iron Rod
- Denotes Set 2" x 18" Iron Pipe, 3.65 LBS./FT.
- Denotes "Recorded As"
- Denotes lot areas to the nearest square foot.
- Denotes No Vehicular Access
- All other Lot and Outlot corners marked by 3/4" x 18" Iron Rebar, 1.5 LBS./FT.
- All measurements have been made to the nearest one-hundredth of a foot.
- All angular measurements have been made to the nearest one second.

ORDINANCE NO. 2026-010

**AN ORDINANCE TO CREATE SECTION 18.59
OF THE CODE OF ORDINANCES OF THE VILLAGE OF SOMERS
REGARDING A COMPREHENSIVE PLAN AMENDMENT**

The Village Board of Trustees of the Village of Somers, Kenosha County, Wisconsin, hereby creates Section 18.59 of the Code of Ordinances of the Village of Somers regarding a Comprehensive Plan Amendment to read as follows:

**TWENTY-FIRST AMENDMENT TO THE COMPREHENSIVE PLAN OF
THE VILLAGE OF SOMERS.**

(A) **Introduction and Background.** On May 12, 2015, the Somers Village Board adopted Section 18.37 of the Code of Ordinances, the Multi-Jurisdictional Comprehensive Plan for Kenosha County, as the Village Comprehensive Plan under Section 66.1001 of the Wisconsin Statutes. At the same time, the Somers Village Board adopted Section 18.38 of the Code of Ordinances relating to the public participation requirements for amending the Comprehensive Plan: Village of Somers. Pursuant to Section 18.38(B) of the Code of Ordinances of the Village of Somers, the Village of Somers published a Class 1 public notice and held a public hearing regarding the proposed plan amendment as described hereafter.

(B) **Recommendation by Village Plan Commission of Amendment to Plan.** The Village Plan Commission, by a majority vote of the full membership of the Village Plan Commission held on the 10th day of August, 2026, recommending to the Village Board to change the land use designation of parcels located in the SE 1/4 of Section 10, T2N, R22E, Village of Somers (Tax Parcel #s 82-4-222-104-0332 & 82-4-222-104-0333) from "Commercial" to "Governmental and Institutional" on the Land Use Plan Map adopted by the Village Board as part of the Comprehensive Plan. By adoption of this ordinance, the Somers Village Board hereby adopts the proposed plan amendment.

(C) **Notice.** The Village Clerk/Treasurer is hereby directed to send a copy of this ordinance and the plan amendment to the parties listed in Section 66.1001(4)(b) of the Wisconsin Statutes.

Dated at Somers, Wisconsin, this ____ day of _____, 2026.

VILLAGE OF SOMERS

By: _____

George Stoner, President

Attest: _____

Wendy Burnette, Clerk/Treasurer



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
APP DATE: 06-26-26
RPT DATE: 07-28-26
MTG DATE: 08-10-26
RE: "The Lakes of Racine" Assisted Living Facilities

BACKGROUND:

1. Petitioner/Agent: William A Morris, Architect
 2. Property Owner: RPF Somers Outlots LLC
 3. Location/Address: 1015 & 1071 58th Ave.
 4. Tax key Numbers: 82-4-222-104-0332 & 82-4-222-104-0333
 5. Area: 3.8 acres
 6. Existing Zoning: B-3 Highway Business Dist.
 7. Proposed Zoning: I-1 Institutional Dist.
 8. Current Land Use: Commercial
 9. Proposed Land Use: Governmental and Institutional
-

OVERVIEW:

The Petitioner is seeking Village approval for the construction of two (2) 41-bed assisted living facilities (one facility each on different tax parcels). This project was first presented to the Plan Commission as a conceptual item in June 2026. The Petitioner is now seeking formal approvals of a comprehensive land use plan amendment from 'Commercial' to 'Governmental and Institutional', a rezoning of the parcels from B-3 Highway Business Dist. to I-1 Institutional Dist., and site plan/building fenestration approvals.

PLANNER COMMENTS:

The submitted application materials indicate the proposed construction of two (2) 41-bed single-story assisted living facilities, each sized 21,718 square feet. The proposed buildings shown on the submitted site plan both appear to meet required street and side yard setback minimums for the I-1 zoning district (65' from STH "31", 30' from 10th Street & 58th Avenue, and 10' from the north and south lot lines), **except** for the northwestern corner of the south building which appears closer than 30 feet from 10th Street when scaling off of the site plan. If necessary, this building could be shifted southward as it is currently shown to be 30 feet from the south lot line and the required minimum setback is 10 feet. Staff recommends that a revised site plan be submitted to clearly show both buildings can meet all minimum setback requirements.

The submitted exterior elevation drawings of the buildings note they would be constructed with brick, limestone, and fiberglass roof shingles. A building height is not indicated on the drawings, however when scaling from the drawing it appears the buildings are approximately 20 feet in height which is well under the maximum building height of 60 feet allowed in the I-1 zoning district.

The location of the access drives into each site have been revised from the previous conceptual submittal and are now shown to come off of 58th Avenue on the west side of each site. This addresses WisDOT's review comments from June 2026 that the previously shown access locations were located too close to the intersection of STH 31 & 10th Street.

The submitted site plan shows a total of 20 parking spaces for the north site and 13 parking spaces for the south site. Village zoning code requires a minimum of 12 parking spaces on each site for this type of use, so the proposed site plan complies with the minimum parking requirements under the zoning code. Parking spaces are shown to be sized at 10'x20' (Village ordinance requires a minimum size of 9'x18').

Paved parking spaces and drives are required to be a minimum of 20 feet from a public road right-of-way. The submitted site plan notes a 20' parking setback but does not appear to have a scaled 20 foot line drawn to show that the parking areas indeed meet or exceed 20 feet from the rights-of-way. When scaling from the submitted site plan, it appears that several spaces on the north site may be located closer than 20 feet to 58th Avenue. It also appears that the northernmost parking spaces on the south site may be closer than 20 feet to 10th Street. Staff recommends that a revised site plan be submitted which shows the 20 foot setback line and that all spaces meet the requirement.

The site plan shows there will be one (1) dumpster enclosure on each site. Details of the proposed materials to be used for the enclosures were not included in the submitted plans and will need to be provided for review and approval to ensure compliance with Village standards.

Although the submitted plans include a sheet containing landscaping details (sheet L1), it appears to be lacking in providing minimum required landscaping in certain areas of the sites, such as along the street frontages of 10th Street and 58th Avenue. The plan also does not appear to be prepared by a landscape architect – the 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 photometric plan was not submitted for review. The Petitioner will need to be submit a photometric plan 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 and illumination intensity shall not exceed 0.5 footcandle at the property line.

STAFF RECOMMENDATION:

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

1. Subject to submitting a revised site plan to show proposed buildings can meet all minimum setback requirements of the I-1 zoning district.
2. Subject to submitting a revised site plan to show all paved parking areas being at least 20 feet from public street rights-of-way.
3. Subject to submitting a landscape plan prepared by a registered Landscape Architect for review and approval.
4. Subject to submitting a site photometric plan for review and approval.

5. Subject to submitting details of the proposed trash enclosure areas to ensure compliance with Village ordinance.
6. Subject to receiving any necessary stormwater plan approval by the Village of Somers engineer.
7. Subject to implementation of a Developer's Agreement between the Petitioner and the Village of Somers.

VILLAGE OF SOMERS COMPREHENSIVE PLAN MAP AMENDMENT APPLICATION

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

CONSTRUCTION OF A C.B.R.F. - IE:
COMMUNITY BASED RESIDENTIAL CARE FACILITY

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

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

YES - NO IMPACT TO ADJOINING PROPERTIES

VILLAGE OF SOMERS COMPREHENSIVE PLAN MAP AMENDMENT APPLICATION

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

YES THE PROPOSED C.B.R.F OFFERS RESIDENTS
TO ENJOY FELLOWSHIP WITH OTHERS
OFFERING ALL THE NEEDS OF INDEPENDANT
LIVING WITH INDIVIDUAL ROOMS YET GROUP
GATHERING

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

NO - TOTAL SELF CONTAINED USE, PROVIDING
RESIDENT WITH ALL SOCIAL NEEDS

VILLAGE OF SOMERS COMPREHENSIVE PLAN MAP AMENDMENT APPLICATION

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

PROPOSED DEVELOPMENT OF THE SITE WITH
TAXES PAID VERY LITTLE IMPACT TO THE
LOCAL COMMUNITY

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

YES - PUBLIC STREETS
SEWER AND WATER FROM THE LOCAL COMMUNITY
UTILITIES

VILLAGE OF SOMERS COMPREHENSIVE PLAN MAP AMENDMENT APPLICATION

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

YES - PUBLIC SEWER AND WATER ARE
EXISTING

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

NON ASKED AT THIS TIME

VILLAGE OF SOMERS COMPREHENSIVE PLAN MAP AMENDMENT APPLICATION

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

ATTACHED

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

ATTACHED

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

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

VILLAGE OF SOMERS COMPREHENSIVE PLAN MAP AMENDMENT APPLICATION

IMPORTANT TELEPHONE NUMBERS

Kenosha County Center	
Department of Planning & Development	
19600 - 75 th Street, Suite 185-3	
Bristol, Wisconsin 53104	
Division of County Development (including Sanitation & Land Conservation).....	857-1895
Facsimile #.....	857-1920
Public Works Division of Highways	857-1870
Administration Building	
Division of Land Information.....	653-2622
Village of Somers	859-2822
Wisconsin Department of Natural Resources - Sturtevant Office	884-2300
Wisconsin Department of Transportation - Waukesha Office	548-8722

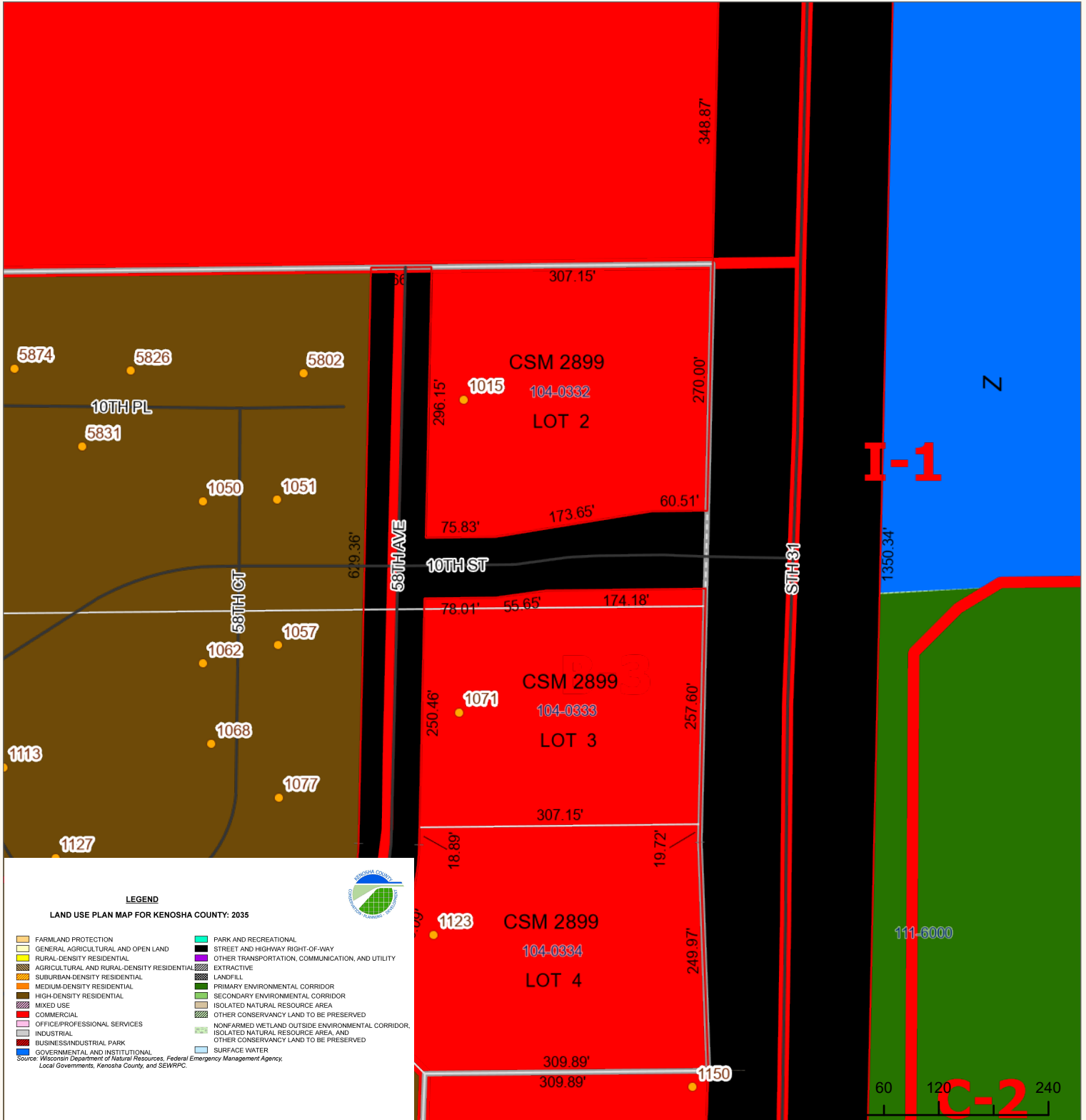


**KENOSHA COUNTY
INTERACTIVE MAPPING**



1:1,800
1" = 150'

Date Printed: 6/26/2026



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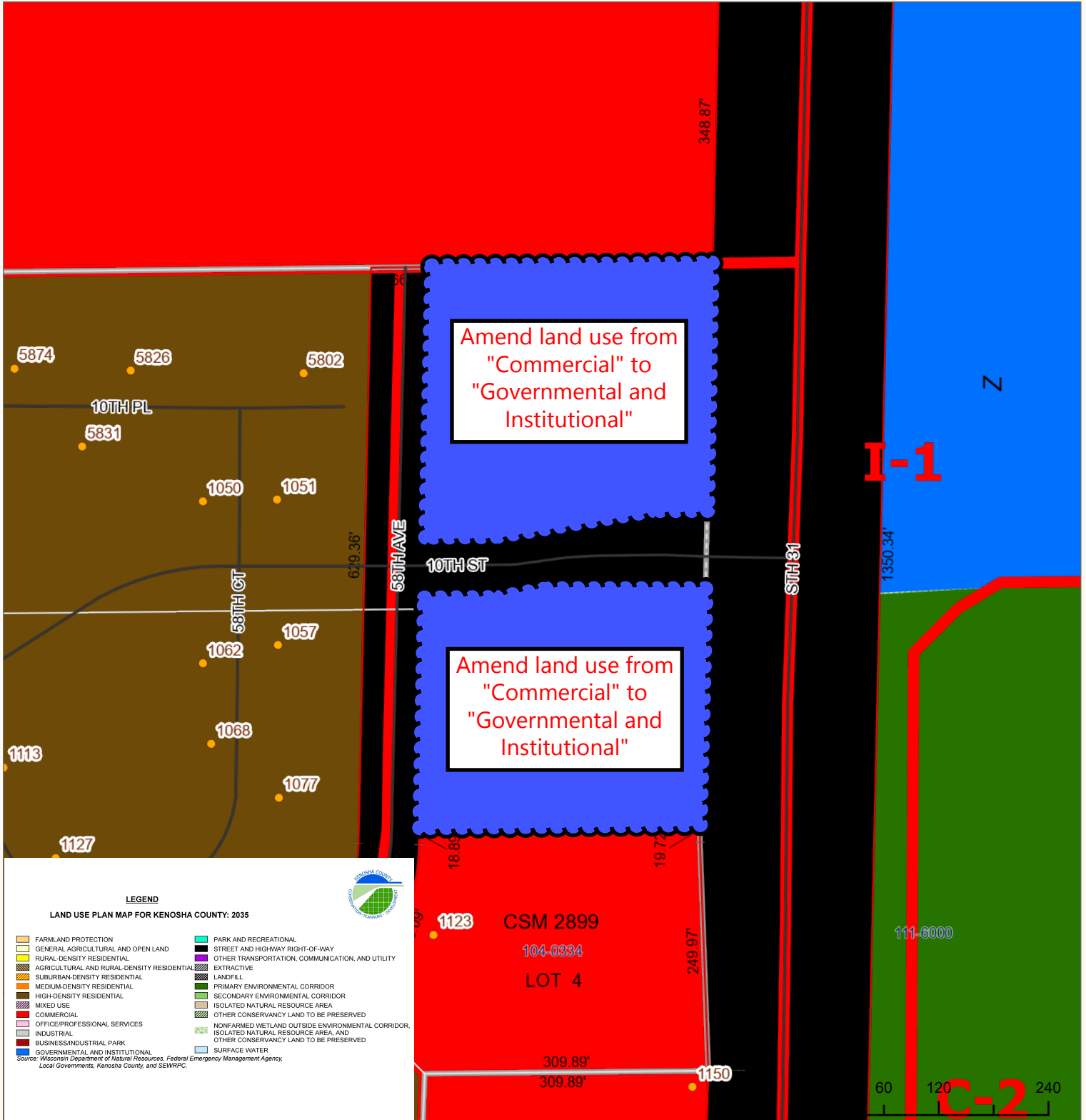


KENOSHA COUNTY
INTERACTIVE MAPPING



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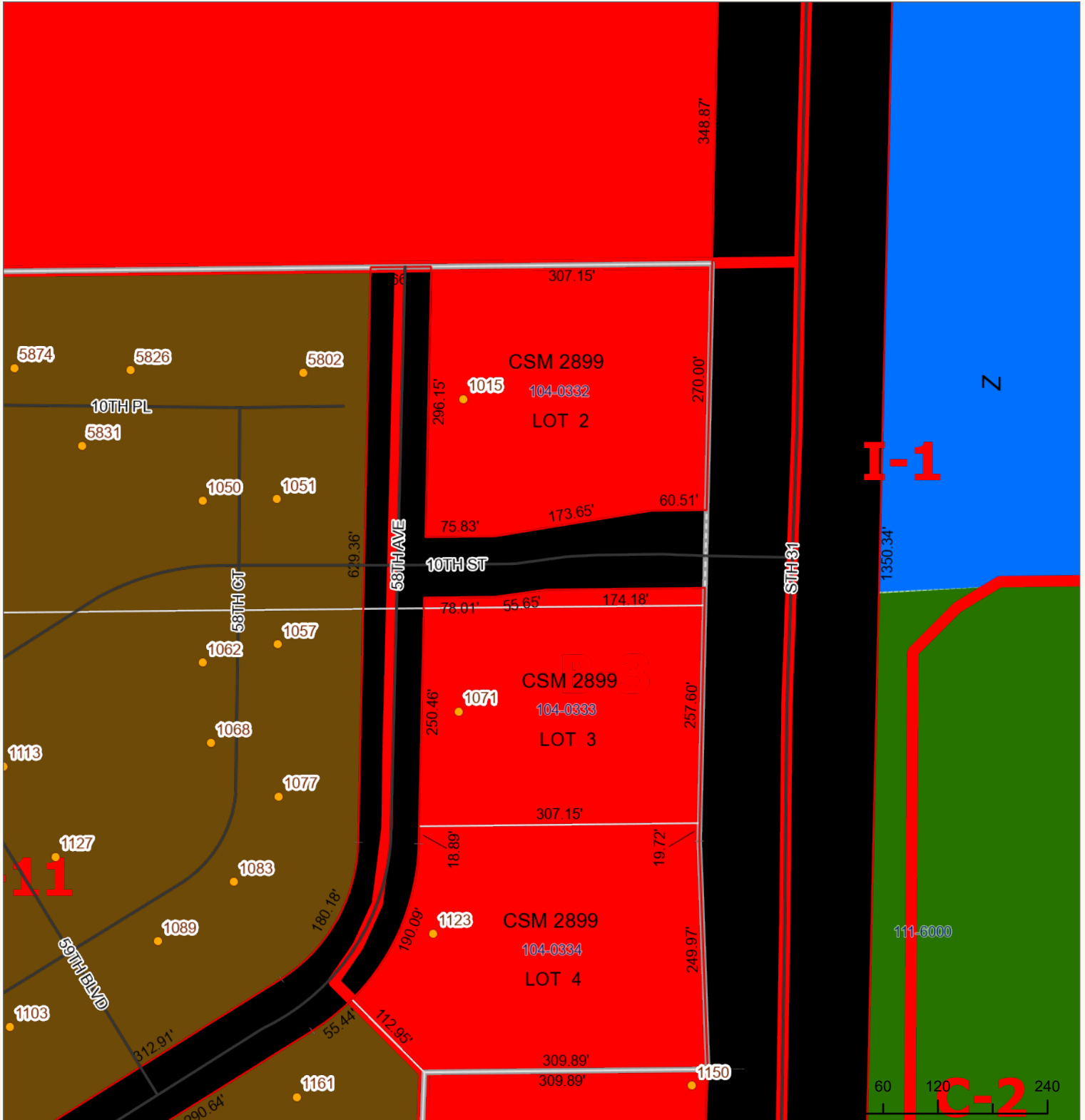


KENOSHA COUNTY
INTERACTIVE MAPPING

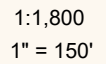
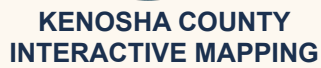


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85/127



Sept. 2021

VILLAGE OF SOMERS

Department of Planning and Development

REZONING APPLICATION

(a) Property Owner's Name:

OPEN ARMS ASSISTED LIVING
Print Name: _____ Signature: Edm Ayoua
Mailing Address: 6233 BANKERS RD SUITE 2
City: MT PLEASANT State: WI Zip: 53403
Phone Number: 262-221-2222 E-mail (optional): _____

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

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

Print Name: WILLIAM A MORRIS Signature: William Morris
Business Name: WILLIAM A MORRIS - ARCHITECT LLC
Mailing Address: 5313 - 87th PLACE
City: PLEASANT PRAIRIE State: WI Zip: 53158
Phone Number: 262 620-0563 E-mail (optional): WMORR@WI.RR.COM

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

82-4-222-104-0333
82-4-222-104-0332

Property Address of property to be rezoned:

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

CONSTRUCTION OF (2) NEW BLDG FOR C.B.R.F USE
IE: COMMUNITY BASED RESIDENTIAL CARE FACILITY

REZONING APPLICATION

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

☐ A-1 Agricultural Preservation District	☐ B-1 Neighborhood Business District
☐ A-2 General Agricultural District	☐ B-2 Community Business District
☐ A-3 Agricultural Related Manufacturing, Warehousing and Marketing District	☒ B-3 Highway Business District
☐ A-4 Agricultural Land Holding District	☐ B-4 Planned Business District
☐ AE-1 Agricultural Equestrian Cluster Single-Family District	☐ B-5 Wholesale Trade and Warehousing District
☐ R-1 Rural Residential District	☐ BP-1 Business Park District
☐ R-2 Suburban Single-Family Residential District	☐ B-94 Interstate Highway 94 Special Use Business District
☐ R-3 Urban Single-Family Residential District	☐ M-1 Limited Manufacturing District
☐ R-4 Urban Single-Family Residential District	☐ M-2 Heavy Manufacturing District
☐ R-4.5 Urban Single-Family Residential District	☐ M-3 Mineral Extraction District
☐ R-5 Urban Single-Family Residential District	☐ M-4 Sanitary Landfill and Hazardous Waste Disposal District
☐ R-6 Urban Single-Family Residential District	☐ I-1 Institutional District
☐ R-7 Suburban Two-Family and Three-Family Residential District	☐ PR-1 Park-Recreational District
☐ R-8 Urban Two-Family Residential District	☐ C-1 Lowland Resource Conservancy District
☐ R-9 Multiple-Family Residential District	☐ C-2 Upland Resource Conservancy District
☐ R-10 Multiple-Family Residential District	☐ FPO Floodplain Overlay District
☐ R-11 Multiple-Family Residential District	☐ PUD Planned Unit Development Overlay District
☐ R-12 Mobile Home/Manufactured Home Park-Subdivision District	☐ AO Airport Overlay District
	☐ RC Rural Cluster Development Overlay District

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

☐ A-1 Agricultural Preservation District	☐ B-1 Neighborhood Business District
☐ A-2 General Agricultural District	☐ B-2 Community Business District
☐ A-3 Agricultural Related Manufacturing, Warehousing and Marketing District	☐ B-3 Highway Business District
☐ A-4 Agricultural Land Holding District	☐ B-4 Planned Business District
☐ AE-1 Agricultural Equestrian Cluster Single-Family District	☐ B-5 Wholesale Trade and Warehousing District
☐ R-1 Rural Residential District	☐ BP-1 Business Park District
☐ R-2 Suburban Single-Family Residential District	☐ B-94 Interstate Highway 94 Special Use Business District
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☐ R-6 Urban Single-Family Residential District	☒ I-1 Institutional District
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☐ R-11 Multiple-Family Residential District	☐ PUD Planned Unit Development Overlay District
☐ R-12 Mobile Home/Manufactured Home Park-Subdivision District	☐ AO Airport Overlay District
	RC Rural Cluster Development Overlay District

REZONING APPLICATION

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

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

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

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

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

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

Supervisory District Number: _____ County Board Supervisor: _____

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

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

(For other fees see the [Fee Schedule](#))

Note: Agricultural Use Conversion Charge

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

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



VILLAGE OF SOMERS

Department of Planning & Development

VILLAGE OF SOMERS REZONING PROCEDURES

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

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

Meeting Date: PHONE Mtg

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

Meeting Date: DOVE WITH KEVIN BY PHONE

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

Filing Deadline: JUNE 26-26

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

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

Village Plan Commission meeting date (tentative): AUGUST - 26

Village Board meeting date (tentative): AUGUST - 26

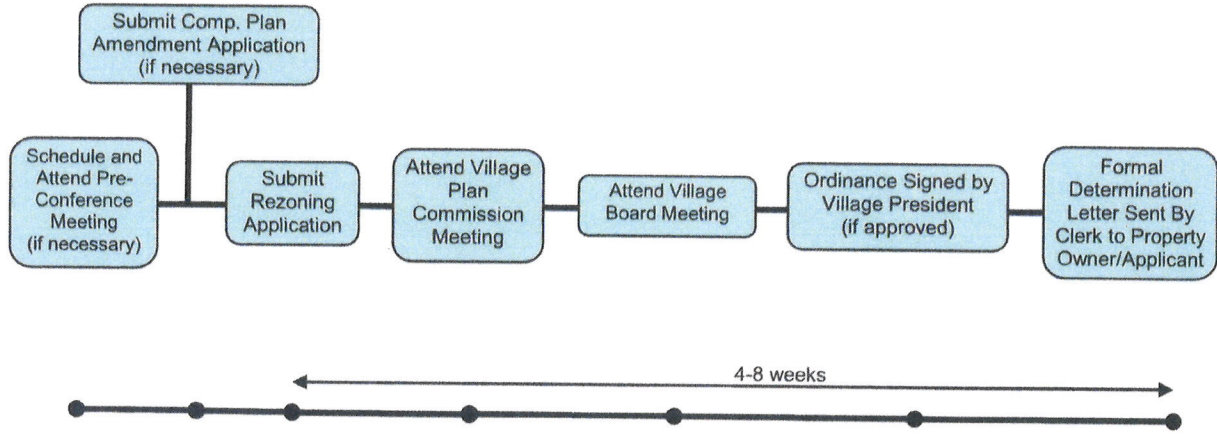
- ☐ 8. Village clerk will provide written notice of final action to property owner/applicant.

REZONING INFORMATION & PROCEDURES

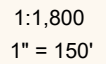
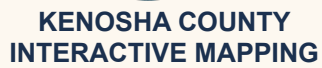
IMPORTANT TELEPHONE NUMBERS

Kenosha County Center	
Department of Public Works & Development Services	
19600 - 75 th Street, Suite 185-3	
Bristol, Wisconsin 53104-9772	
Division of Planning & Development (including Sanitation & Land Conservation)	857-1895
Facsimile #.....	857-1920
Public Works Division of Highways	857-1870
Administration Building	
Division of Land Information.....	653-2622
Village of Somers	859-2822
Wisconsin Department of Natural Resources - Sturtevant Office	884-2300
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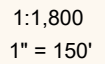
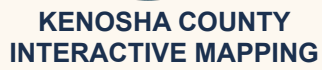
Rezoning Procedure Timeline



For Reference Purposes



This aerial map shows a residential development in Somers, Wisconsin. The map features several streets, including 10th St, 58th Ave, and 59th Blvd. The development is divided into lots, with CSM 2899 being the primary focus. Lot 2 is located at the top right, Lot 3 in the middle, and Lot 4 at the bottom. The map includes various measurements for lot dimensions and street widths. A red outline highlights the area around the lots, and a red 'I-1' is visible on the right side. The map also shows surrounding residential areas with houses and other lots.



Rezone parcel from B-3 to I-1

Rezone parcel from B-3 to I-1

LOT 2

LOT 3

LOT 4

CSM 2899

104-0334

10TH PL

58TH AVE

58TH CT

59TH BLVD

10TH ST

11TH ST

12TH ST

13TH ST

14TH ST

15TH ST

16TH ST

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19TH ST

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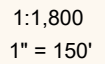
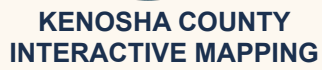
266TH ST

267TH ST

268TH ST

269TH ST

92/127



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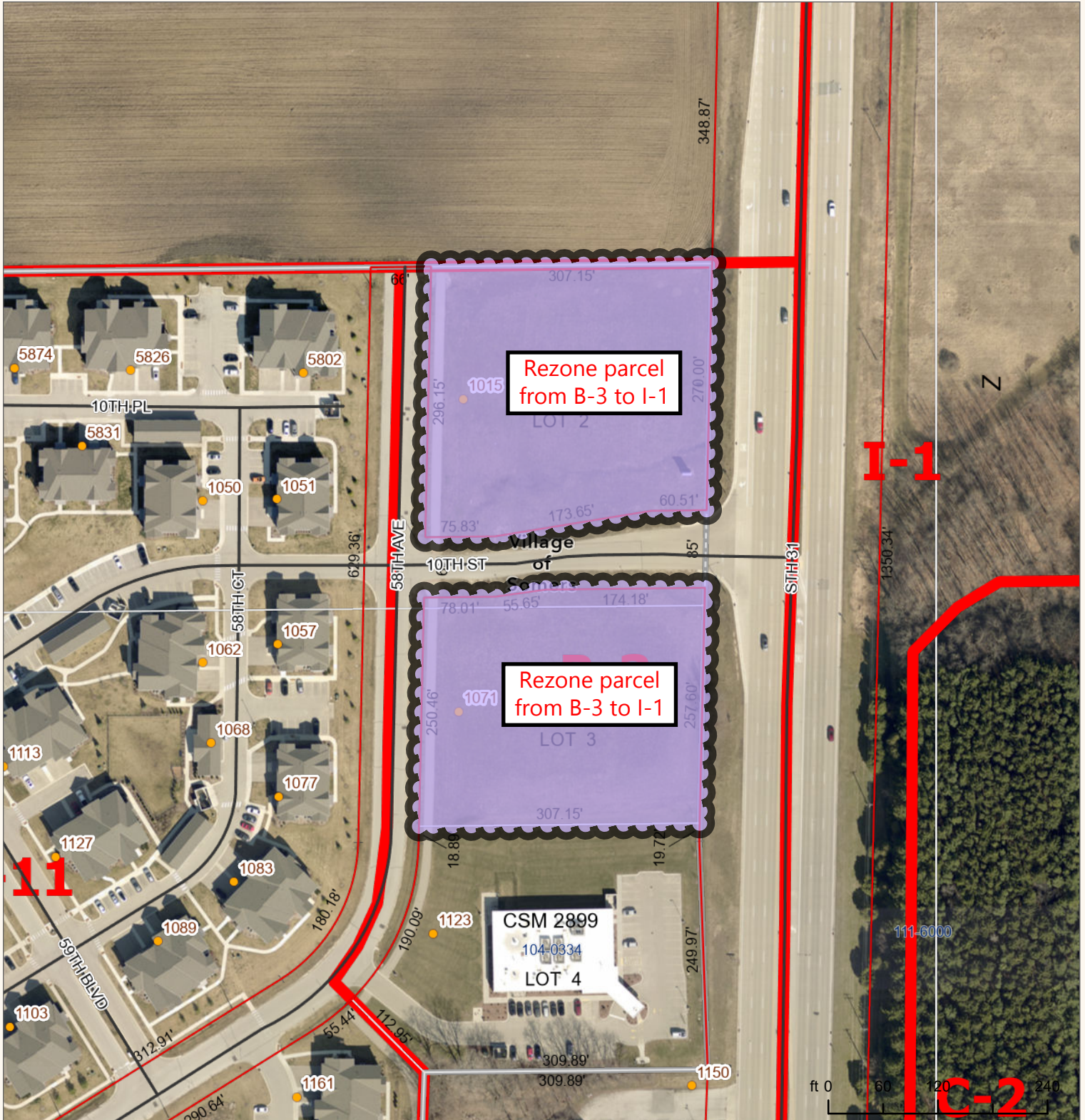


**KENOSHA COUNTY
INTERACTIVE MAPPING**



1:1,800
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Date Printed: 6/26/2026



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SITE PLAN REVIEW
CHECKLIST

Owner: RPF Somers Outlots LLC Date 6-26-26

Mailing Address: 1949 St Johns Ave., Ste 202 Phone # _____

Highland Park, IL 60035 Phone # _____

Agent: WILLIAM A MORRIS - ARCHITECT LLC Phone # 262-620-0563

Mailing Address: 5313-87th PLACE Phone # _____

PLEASANT PRAIRIE ILL. 53158

Architect/Engineer: WILLIAM A. MORRIS-ARCHITECT LLC Phone # 262-620-0563

Mailing Address: 5313-87th PLACE Phone # _____

PLEASANT PRAIRIE ILL. 53158

Tax Parcel Number(s): 82-4-222-104-0333 Acreage of Project: _____

82-4-222-104-0332
Existing Zoning: B (B-3) Proposed Zoning: I-1

Conditional Use Permit: _____

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

Description of project: CONSTRUCTION OF (2) C.BRE FACILITIES

Size of existing building(s): NA VACANT LAND

Size of new building(s) and/or addition(s): 21718 SQ FT

Number of current and projected full-time and part-time employees, number of shifts: 6

Number of proposed units: 41 EACH BUILDING Description of units: C.BRE RESIDENTIAL CARE

Density: _____

☒ Plat of Survey Submitted:

☐ Covenants and Restrictions Submitted

**SITE PLAN REVIEW
CHECKLIST**

A. BUILDING PLANS SUBMITTED? (BUILDING APPEARANCE)

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

B. SITE PLAN SUBMITTED?

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

**SITE PLAN REVIEW
CHECKLIST**

- ☒ Buildings and uses shall provide adequate parking and loading areas. No loading dock or overhead doors shall face upon a street right-of-way without approval of the zoning administrator.
- ☒ Parking areas shall maintain required setbacks and parking spaces shall be of minimum required size (9' x 18'). Aisle widths within parking lots shall be a minimum of 24' between the ends of the parking spaces.
- ☒ Each parking space shall be on the same lot or parcel as the principal use, and all parking lots shall have the same zoning district as the principal use. Parking spaces and driveways shall be a minimum of 20 feet from the established highway right-of-way and a minimum of 10 feet from all rear and side lot lines. Curbs or barriers shall be installed so as to prevent vehicles from extending beyond designated parking or driving areas.
- ☒ Parking areas for five or more vehicles adjoining a residential use, shall be screened from such use by a solid wall, fence, evergreen planting of equivalent visual density or other effective means, and built and maintained at a minimum height of four feet at the time of planting or installation.
- ☒ Adequate access to a public or private roadway shall be provided for each parking space. For all non-residential properties, driveways for vehicular ingress and egress shall be a minimum of 10 feet in width and not exceed 35 feet in width at the property line.
- ☒ All off-street parking of more than five vehicles shall be graded and surfaced with asphalt or concrete.

C. LANDSCAPING AND LIGHTING PLAN SUBMITTED?

- ☒ Buildings and uses shall make appropriate use of open spaces. The zoning administrator or Village Board may require appropriate landscaping and planting screens. A landscaping maintenance program, together with appropriate assurances, shall be submitted.
- ☒ Dumpsters and other trash receptacles shall be fenced and/or screened from view from street rights-of-way and adjacent residential uses.
- ☒ Exterior lighting used for parking lots, recreation facilities, product display, and security shall not spill-over on operators of motor vehicles, pedestrians, and/or adjacent residential property (cut-off type luminaries only).

Appropriate buffers shall be provided between dissimilar uses.

D. SEWER VERIFICATION/SANITATION EVALUATION OR APPLICATION SUBMITTED?

E. UTILITY PLANS SUBMITTED?

**SITE PLAN REVIEW
CHECKLIST**

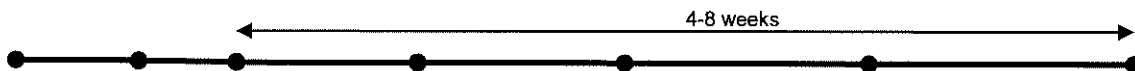
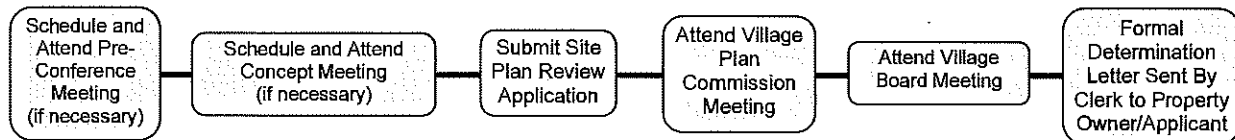
F. STORMWATER DRAINAGE AND EROSION CONTROL PLAN SUBMITTED?

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

IMPORTANT TELEPHONE NUMBERS

Kenosha County Center	
Department of Planning & Development	
19600 - 75 th Street, Post Office, Suite 185-3	
Bristol, Wisconsin 53104-9772	
Division of County Development (including Sanitation & Land Conservation).....	857-1895
Facsimile #.....	857-1920
Public Works Division of Highways	857-1870
Administration Building	
Division of Land Information.....	653-2622
Village of Somers	859-2822
Wisconsin Department of Natural Resources - Sturtevant Office	884-2300
Wisconsin Department of Transportation - Waukesha Office	548-8722

Site Plan Review Procedure Timeline



For Reference Purposes

VILLAGE OF SOMERS

Department of Planning and Development

VILLAGE OF SOMERS SITE PLAN REVIEW PROCEDURES

1. Contact the Kenosha County Department of Planning & Development and check with staff to determine if your proposed zoning change meets the requirements of the Multi-Jurisdictional Comprehensive Plan for Kenosha County: 2035, Village of Somers General Zoning and Shoreland/Floodplain Zoning Ordinance and the Village of Somers Land Division and Platting Control Ordinance.

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

Meeting Date: DONE BY PHONE WITH LUKE

3. Contact the Village of Somers to determine if your site plan review application requires concept review by the Village Plan Commission. If so, contact the Village of Somers clerk to schedule a concept meeting with the Village Plan Commission.

Meeting Date: THIS WAS DONE IN MAY-26

4. Complete and submit to the Kenosha County Department of Planning & Development the Village of Somers Site Plan Review Application by the filing deadline.

Filing Deadline: JUNE - 26th - 2026

5. Upon submission you will be given two copies of the date-stamped application. Submit a copy of the date-stamped application to the Village of Somers clerk for placement on the agendas of the Village of Somers Plan Commission and the Village of Somers Board. Keep the other copy for your records.

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

Village Plan Commission meeting date (tentative): AUGUST - 26

Village Board meeting date (tentative): AUGUST - 26

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

PROPOSED 41 BED CBRF'S FOR
THE LAKES OF RACINE
PARCELS 82-4-222-104-0333
82-4-222-104-332
1058 & 1071 58TH AVENUE
VILLAGE OF SOMERS 53171

[illegible]

1. All work shall be performed in accordance with all applicable local, federal, state and national codes and ordinances and all authorities having jurisdiction.
2. The Contractor and its Subcontractors shall verify all dimensions and/or discrepancies in plans and report any errors to the Architect prior to commencement of the work, or be responsible for same.
3. Do not make drawings. Verify all on site dimensions and conditions by each subcontractor.
4. All carpentry, plumbing, mechanical and electrical work is to be coordinated between the trades as part of their installation layout. Verify locations of plumbing and HVAC lines with Builder before installation.
5. On site verification of all dimensions and conditions shall be the responsibility of each subcontractor.
6. Architect shall not have control or charge of, and not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, or for the acts or omissions of the subcontractors, or other persons performing any of the work, or for the failure of any of them to carry out the work in accordance with the intent of the contract documents.
7. Verify sizes and installation requirements and specifications of all items supplied by others before proceeding with work related thereof.
8. The commencement of each subcontractor's work shall constitute acceptance of all sub-surfaces.
9. Shouldable unsuitable soil conditions arise, promptly advise the Architect of same before proceeding with any further work.
10. Stock pile material as directed by Owner or Builder. Protect all trees and wetland areas retained on site. Provide erosion control as required by the governing authority.
11. Verify locations of all underground lines before proceeding with sub-soil work.
12. Contact Diggers Hot line 48 hours before any underground work.
13. Each Subcontractor shall obtain and provide necessary bonds, permits and necessary inspections as required by municipal, county, state, federal or other agencies having jurisdiction.
14. Trades Manufacturer to design and fabricate floor and roof trusses in accordance with all applicable codes.
15. The minimum live load for floor shall be 50 P.S.F. and the minimum snow load for roofs shall be 35 p.s.f. The minimum dead load for floors and roofs shall be 10 p.s.f. The maximum deflection shall be $\frac{1}{16}$ " for girders trusses to be designed to accept all concentrated loads as required. Truss drawing shall be submitted to the Builder and shall be sealed by a State of Wisconsin licensed structural engineer or by the truss manufacturers engineer registered in Wisconsin. Truss Manufacturer shall confirm headers and loads for truss design and load capacity.
16. All concrete and reinforcing work shall conform to ACI specifications and recommendations. All concrete shall be 3000 psi or 3000 p.s.i. minimum soil capacity on virgin ground, minimum 2" below grade. All concrete shall contain a 28-day compressive strength of 4000 P.S.I. for walls; slabs, 4000 P.S.I. exterior slab use 6% air entrainment
17. All construction lumber shall be Southern Yellow Pine F1000, E-1 F-2 or better, unless otherwise noted. All wood in contact with concrete or grade shall be pressure treated. Shim all sill plates and provide sill sealer below plate and groyt any gapes greater than 1/2".
18. All engineered joists and beams, i.e., micro lams, TJI's, etc. shall be installed in accordance with the manufacturers specifications.
19. Provide double cripples under all headers greater than 4"0".
20. All concentrated loads from headers and beams shall be solid-blocked down to foundation, steel, or girder beams. No back filling of foundation shall occur until the system is in place to brace top of concrete walls
21. All work shall be performed in a good workmanlike manner. Each subcontractor shall amend and mark as his own cost any defects and other faults in his workmanship and materials.
22. Each contractor to clean up debris inside and outside the building site which has been caused by his work and place in dumpster provided by builder on a daily basis.
23. All electrical work shall conform to the National Electric Code, NEC latest edition and local building code.

These drawings and Specifications:
Specifications and the accompanying drawings are
complementary and what is called for by one shall be
binding as if called for by both the quality and
quantity shall prevail.

Coordination of work: A general contract will be left for the work and successful contractor shall be responsible for all other sub-contractors and coordination of the Specifications and or dimensions of all work or where it comes in contact with others work. All details of material selections shall be reviewed and referred to the owner where questions occur. Errors due to failure to comply with this requirement shall be corrected at the expense of the contractor or contractors involved.

Codes Ordinances: All work shall comply with all local, state, and county codes and regulations as applicable.

Examination of the Site: Contractor shall visit the site and review all existing conditions. He shall familiarize himself as to the nature and location of the work and the general and local conditions that he is to perform. He shall have full knowledge as to the transportation, disposal, handling of materials, availability of water, electric power, and all other facilities in the area where work shall be

performed or that having a bearing on the performance of his work. Dispose of all debris legally.

Contractor shall field verify all dimensions prior to starting work and coordinate same with all trades.

Construction is scheduled to occur while owners occupy the adjacent business. The contractor is responsible for providing safety and access at all times to the site for the owners clients as well as employees. The owner and Architect shall have no responsibility for means and methods of the work performed by contractors.

Weather conditions: Contractor shall protect all parts of their work from weather damage frost, rain, heat, ect. and shall be responsible for replacement and or repair of any damaged work to the satisfaction of the owner which in his opinion have become damaged due the above.

Responsibility of the Contractor:
Each contractor is responsible for and must guarantee first class workmanship and materials that have been provided and installed by him.

Each contractor shall furnish all necessary barricades, temporary construction dust screens and scaffolding as required for completing their work in a safe workman like manner.

Surveys, Permits, and Regulations:
The owner shall furnish all required surveys,
contractors shall obtain and pay for all local
necessary permits.

Auto Insurance: Each contractor shall maintain auto insurance for their respective vehicles used during project or on owners property.

Fire and Extended Insurance: The owner shall maintain in effect fire insurance and builders risk insurance coverage as required upon all items and materials on the property that are a part of or are necessary and stored on site for the completion of the work.

Pilferage: Each contractor shall be responsible for his own equipment, tools and materials required for construction and or including those items delivered to the job site.

Electrical: All work shall comply with National Electrical Code, current edition, and any electrical code requirements of the local jurisdiction.

Guarantee: All contractors shall provide a one year guarantee of their work from the date of acceptance by the owner and shall leave the site in perfect and working order upon completion.

DUMPSTERS: General contractor shall provide all necessary dumpsters during construction and shall coordinate for all trades including that work which may be performed by the owner.

At the end of the project fully broom clean all surfaces of dust and debris and leave site in a clean functional condition.

CE FACTOR = 1
B TRANSVERSE & LONGITUDINAL
PRESSURE +/- 0.18

1" & CLADDING = 10 psf

SEISMIC ANALYSIS

IMPORTANCE FACTOR = 1
 $S_s = 10.45 \% g$
 $S_i = 4.36 \% g$
 DESIGN CATEGORY B

DESIGN DATA

STEEL ASTM A-36,P-50
STEEL JOIST ERECTED & FABRICATED AISC -
SJI SPECS

CONCRETE $F' = 4000$, $f' = 3000$
SLABS ON GRADE
ASSUMED SOIL BEARING - 3000 psf
verified in field WITH CYLINDER TESTS

REINFORCEMENT ASTM A615 GRADE 60

DATE 6-20-26

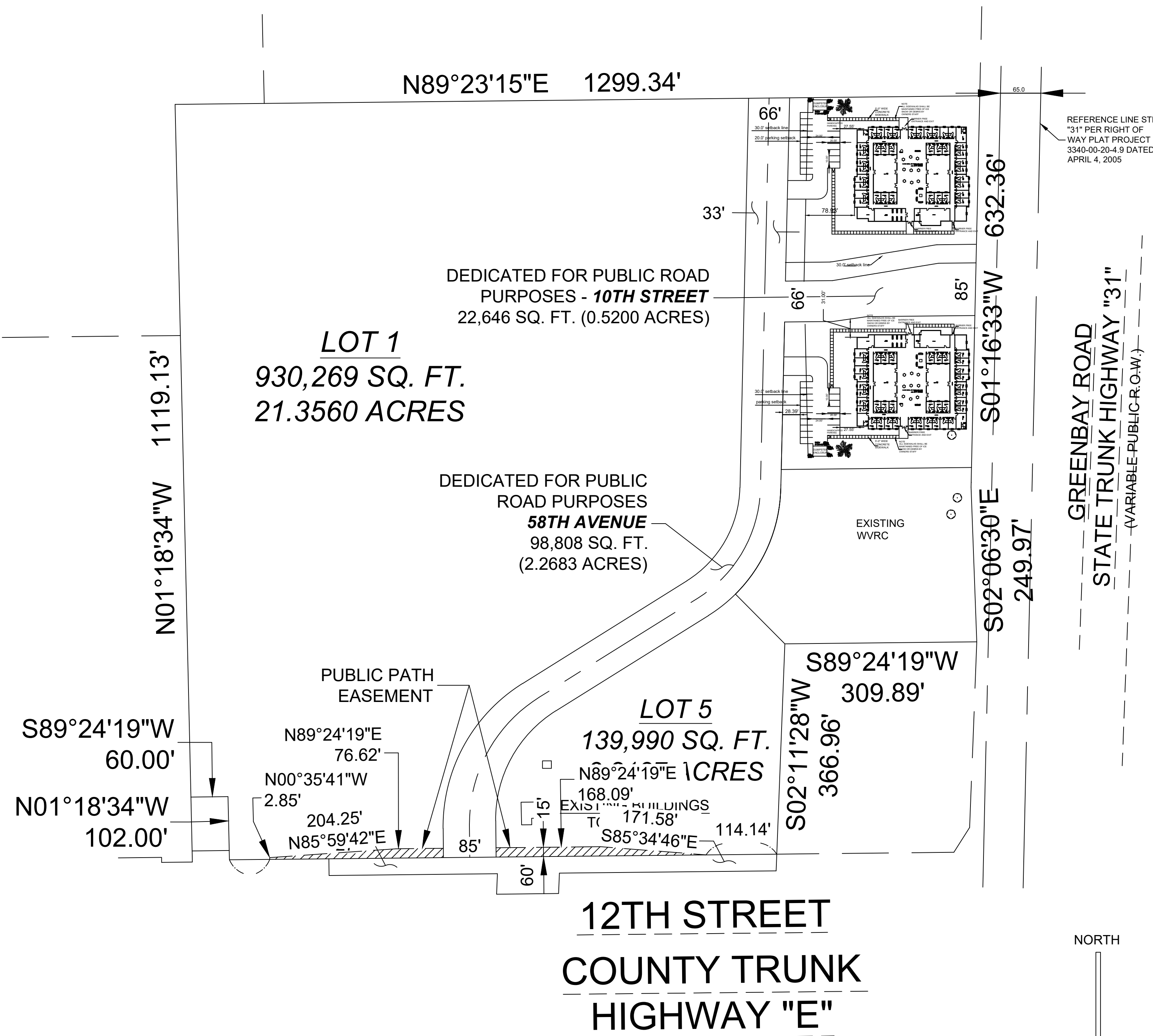
REVISIONS
11-20-24

WILLIAM A .MORRIS ARCHITECT LLC
5313 87TH PLACE
PLEASANT PRAIRIE, WI. 53158

THE LAKES OF RACINE

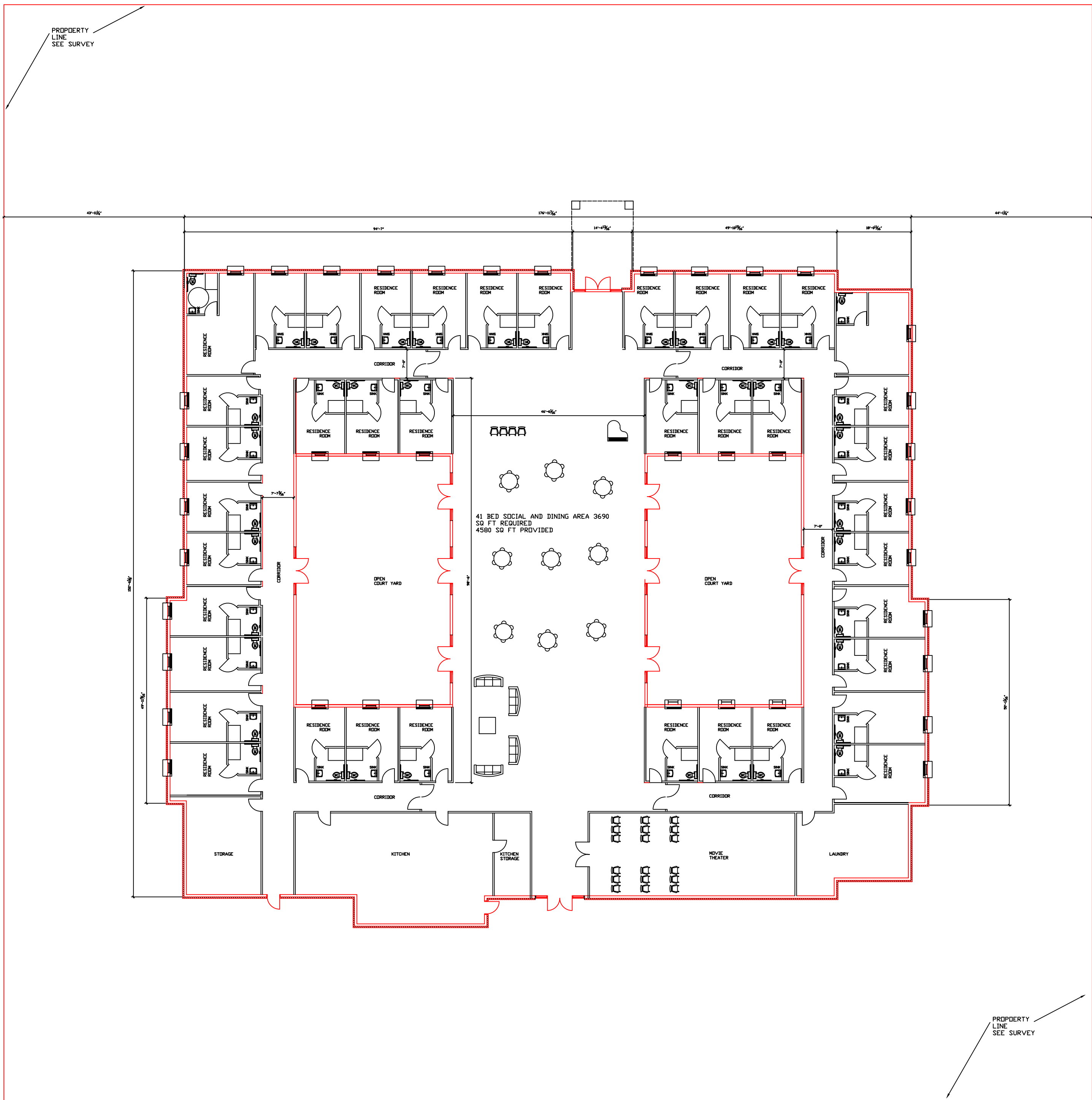


SITE LAYOUT PROPOSED CBRF FACILITY FOR THE LAKES OF RACINE

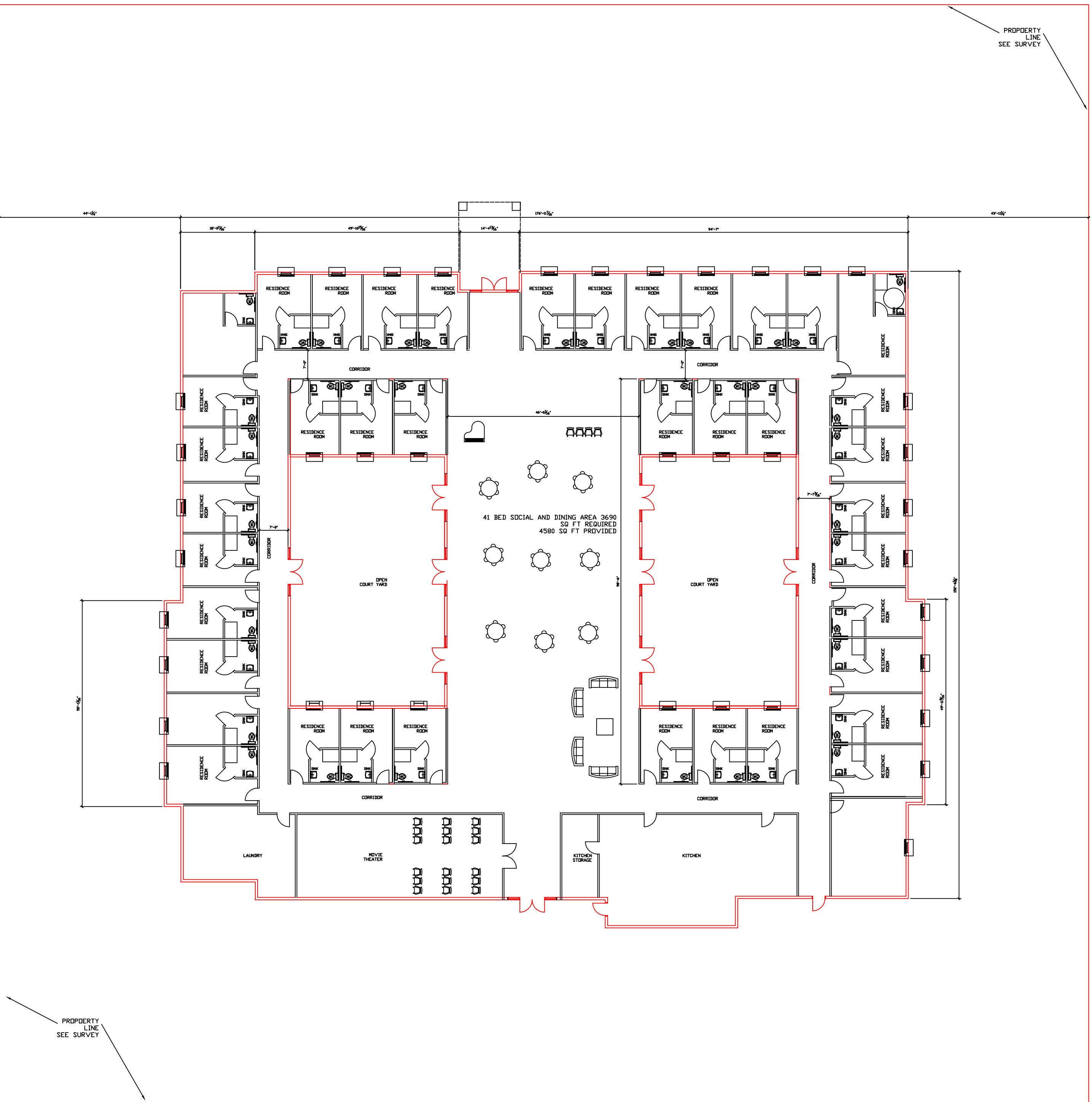


GREEN BAY ROAD

VACANT
LAND



10TH STREET



PROPOSED FLOOR PLANS

THE LAKES OF RACINE

SCALE 1/8" = 1'-0"

21718 SQ FT

NOTE:
BUILDING IS FULLY SPRINKLER PROTECTED PER LOCAL
CODE AND NFPA 13

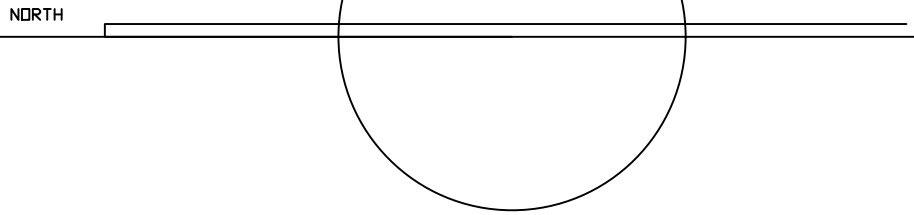
COMPLETE CALL SYSTEM TO BE INSTALLED IN
BUILDING FOR EACH RESIDENT ROOM
AND THERE RESPECTIVE TOILET ROOMS

20 BED FACILITY 90 SQ FT OF SOCIAL SPACE
REQUIRE + 1800 SQ FT
PROVIDE 1802 SQ FT

ALL RESIDENCE ROOMS WITH LAVAR HANDEL LOCK
SET

NATURAL LIGHT AND VENTILATION
45% NATURAL VENTILATION WITH OPERABLE WINDOW
& 85% NATURAL LIGHT

58TH AVENUE



PROPOSED 41 BED CBRF'S FOR
THE LAKES OF RACINE
PARCELS 82-4-222-104-0333
82-4-222-104-332
1058 & 1071 58TH AVENUE
VILLAGE OF SOMERS 53171

DATE 5-25-26
REVISIONS 11-20-24
WILLIAM A. MORRIS ARCHITECT, LLC PLEASANT PRairie, WI 53158
THE LAKES OF RACINE

WVRC
VET
CLINIC

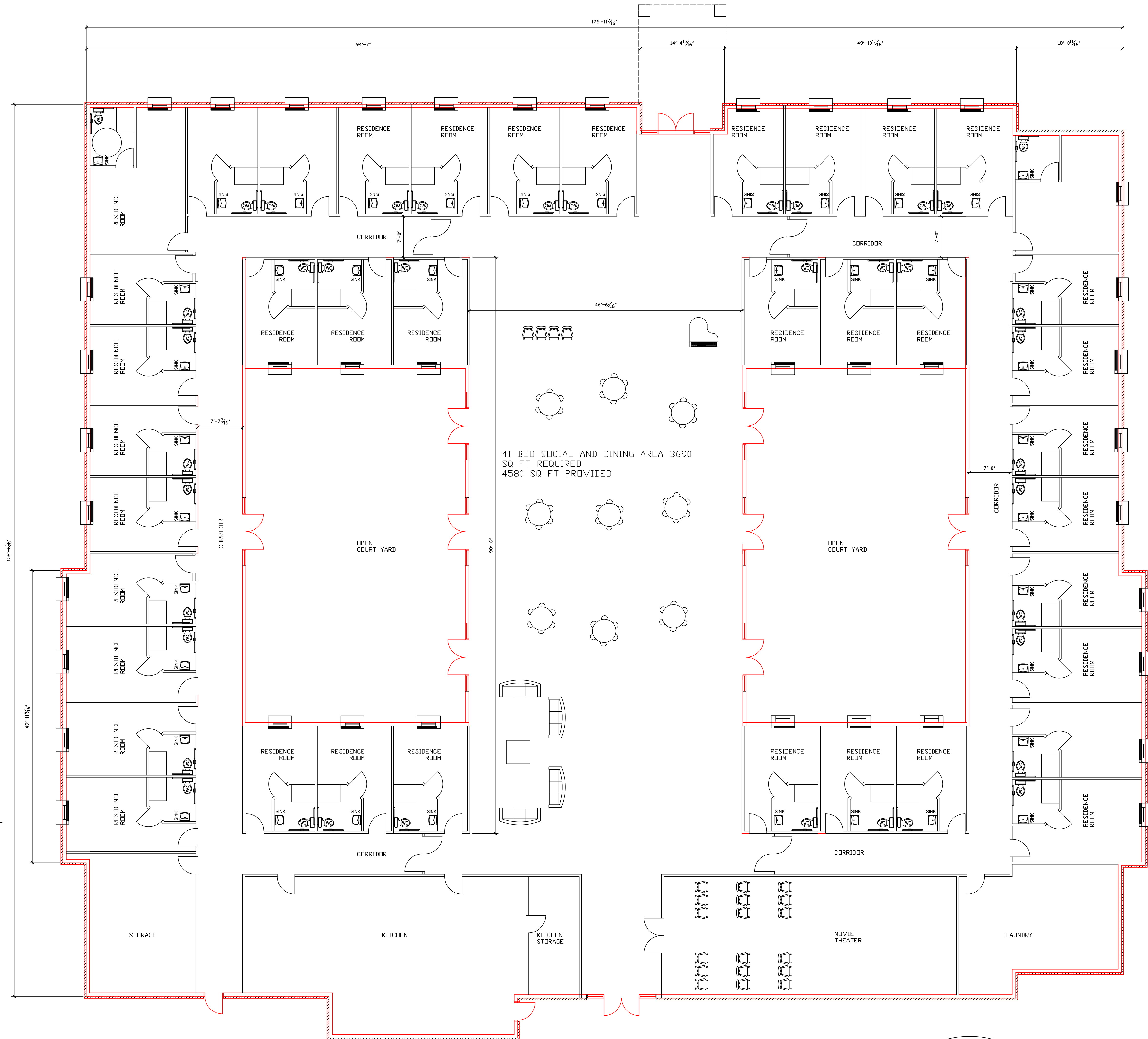
A3

NOTE
BUILDING IS FULLY SPRINKLER PROTECTED PER LOCAL
CODE AND NFPA 13

COMPLETE CALL SYSTEM TO BE INSTALLED IN
BUILDING FOR EACH RESIDENT ROOM
AND THERE RESPECTIVE TOILET ROOMS

41 BED FACILITY 90 SQ FT OF SOCIAL SPACE
REQUIRE = 3690 SQ FT
PROVIDE 5319 SQ FT

ALL RESIDENCE ROOMS WITH LAVER HANDEL LOCK
SETS
NATURAL LIGHT AND VENTILATION
4% NATURAL VENTILATION WITH OPERABLE WINDOW
& 8% NATURAL LIGHT



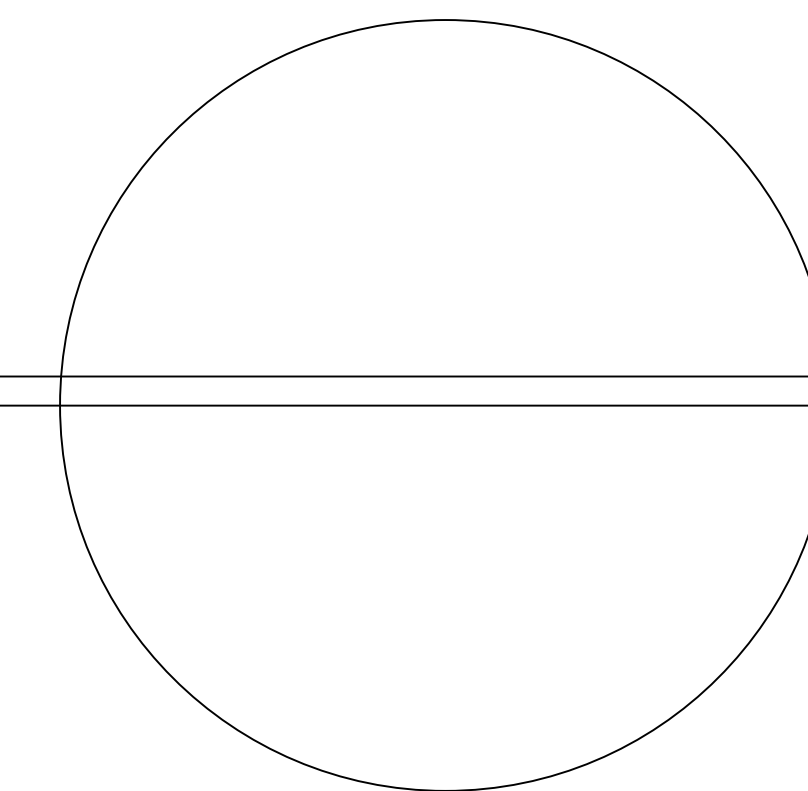
PROPOSED FLOOR PLANS

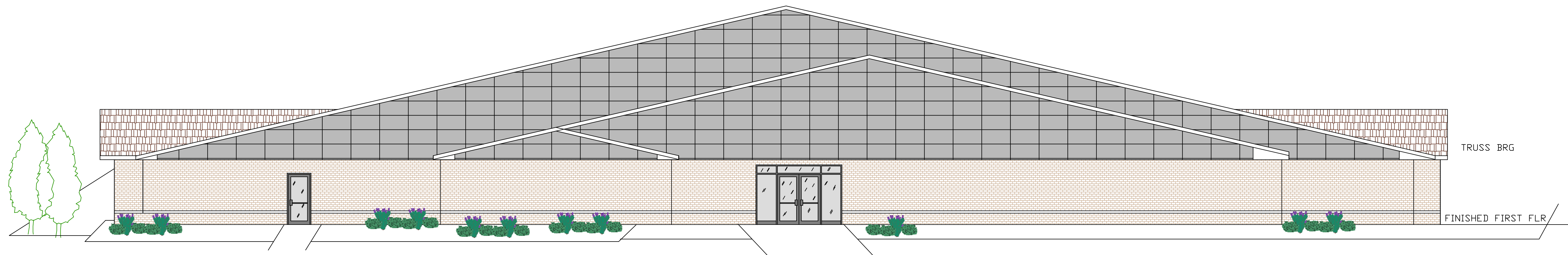
THE LAKES OF RACINE

SCALE 1/8" = 1'-0"

21718 SQ FT

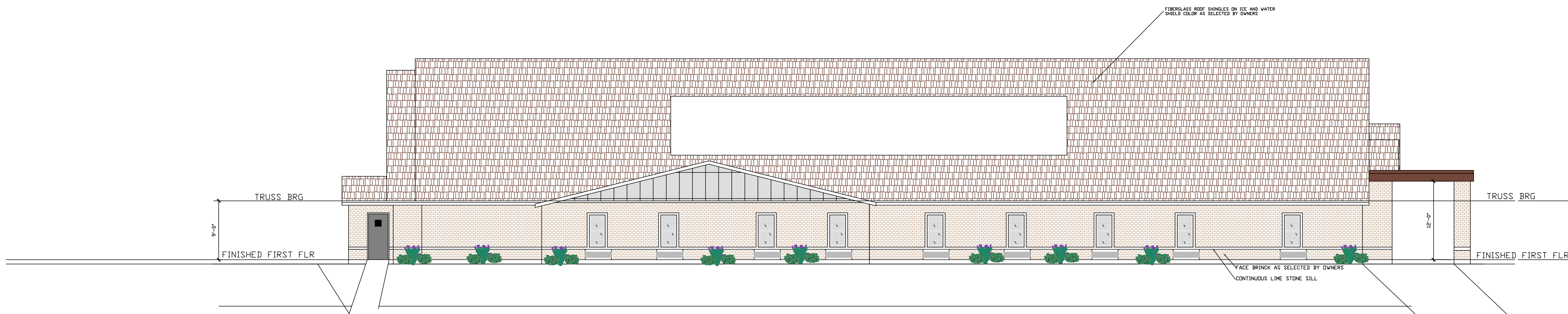
NORTH





ELEVATION

SCALE $\frac{1}{8}" = 1'-0"$



ELEVATION

SCALE $\frac{1}{8}" = 1'-0"$

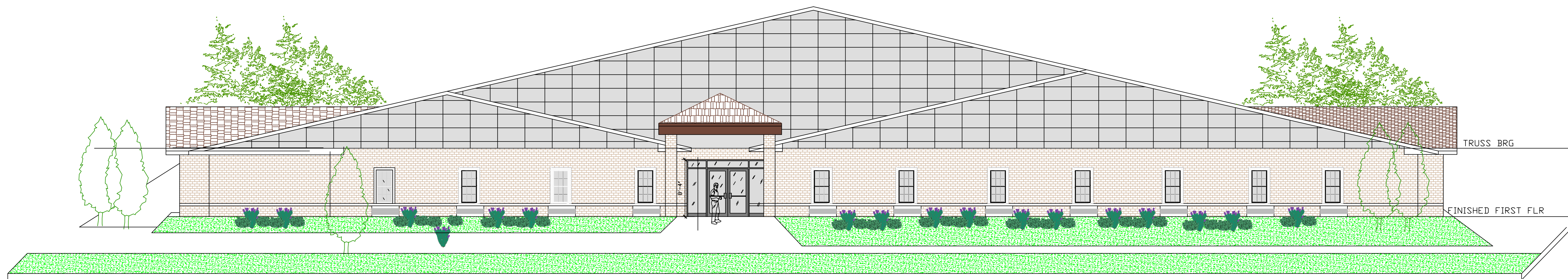
DATE
6-20-26

REVISIONS
11-20-24

WILLIAM A. MORRIS ARCHITECT LLC
5313 87TH PLACE
PLEASANT PRAIRIE, WI. 53158

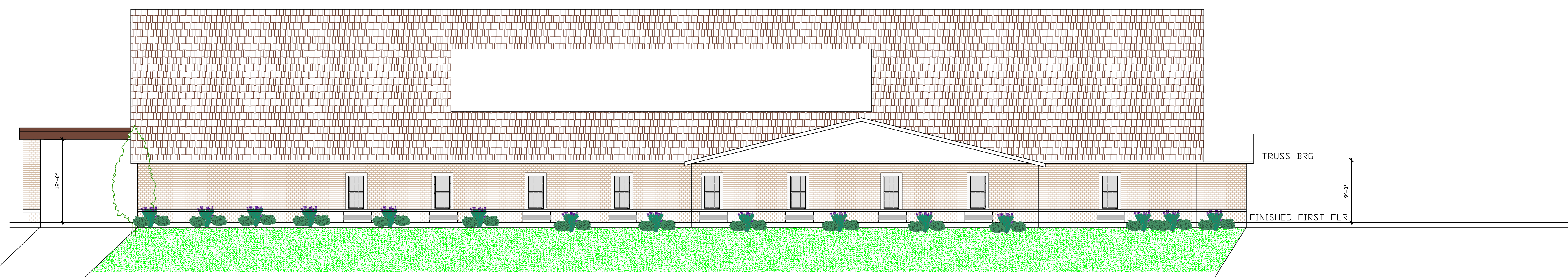
THE LAKES OF RACINE

A5



ELEVATION

SCALE $\frac{1}{8}" = 1'-0"$



ELEVATION

SCALE $\frac{1}{8}" = 1'-0"$

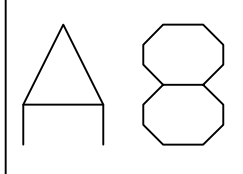
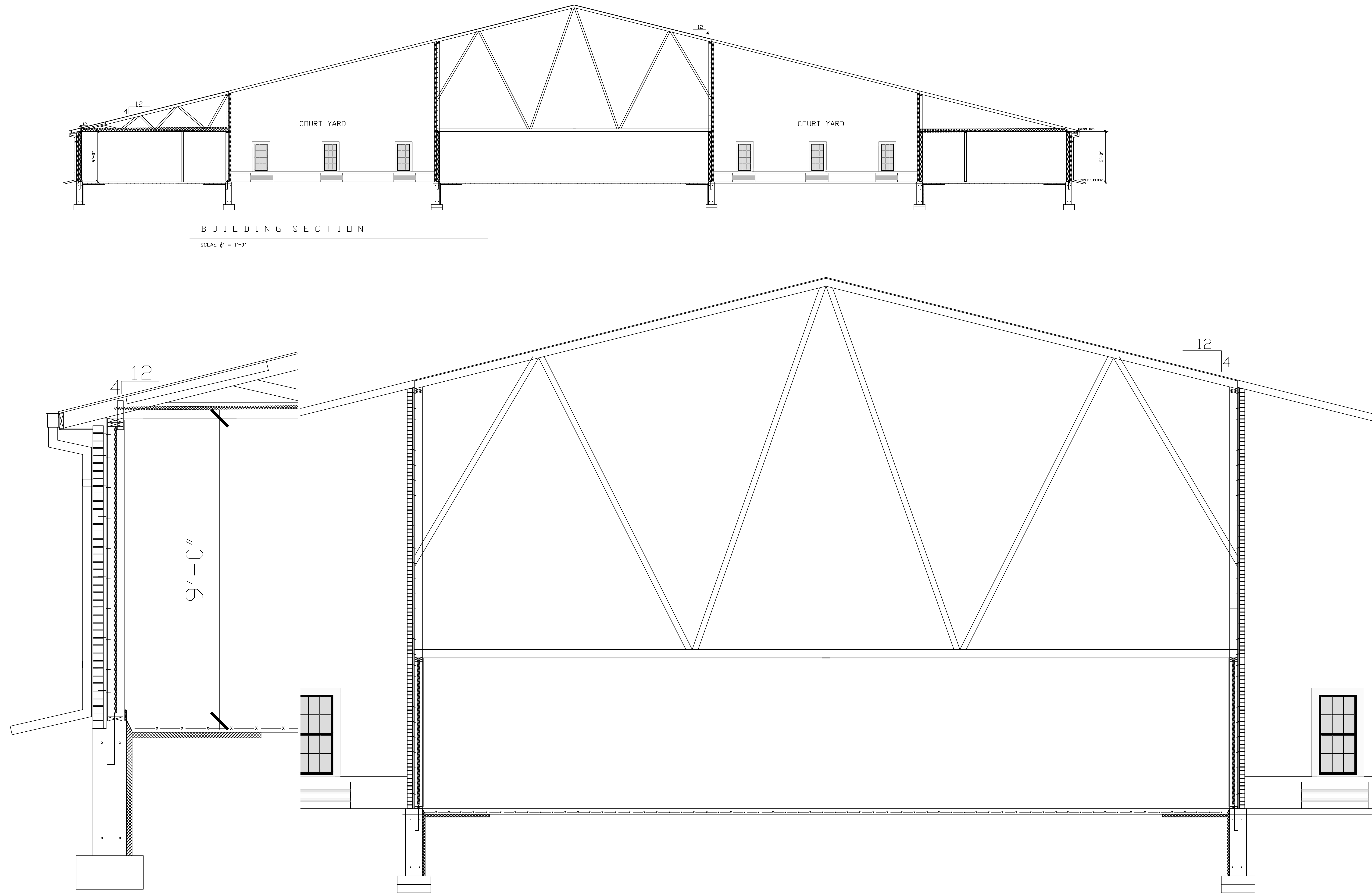
DATE
6-20-26

REVISIONS
11-20-24

WILLIAM A. MORRIS ARCHITECT LLC
5313 87TH PLACE
PLEASANT PRAIRIE, WI. 53158

THE LAKES OF RACINE

A6

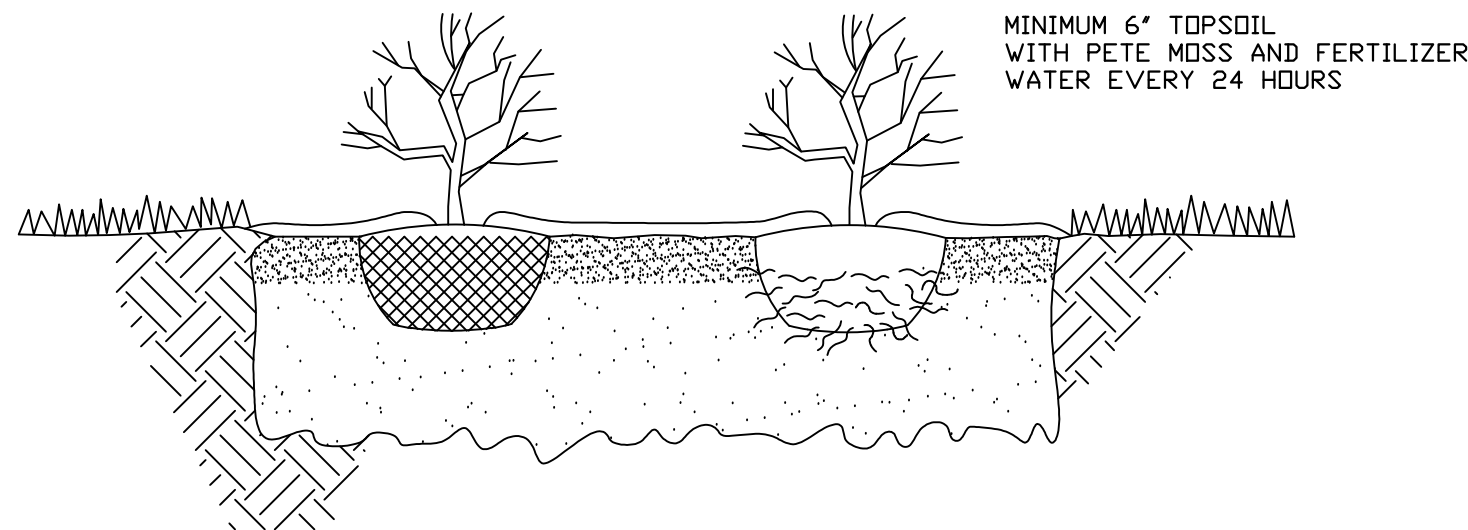


THE LAKES OF RACINE

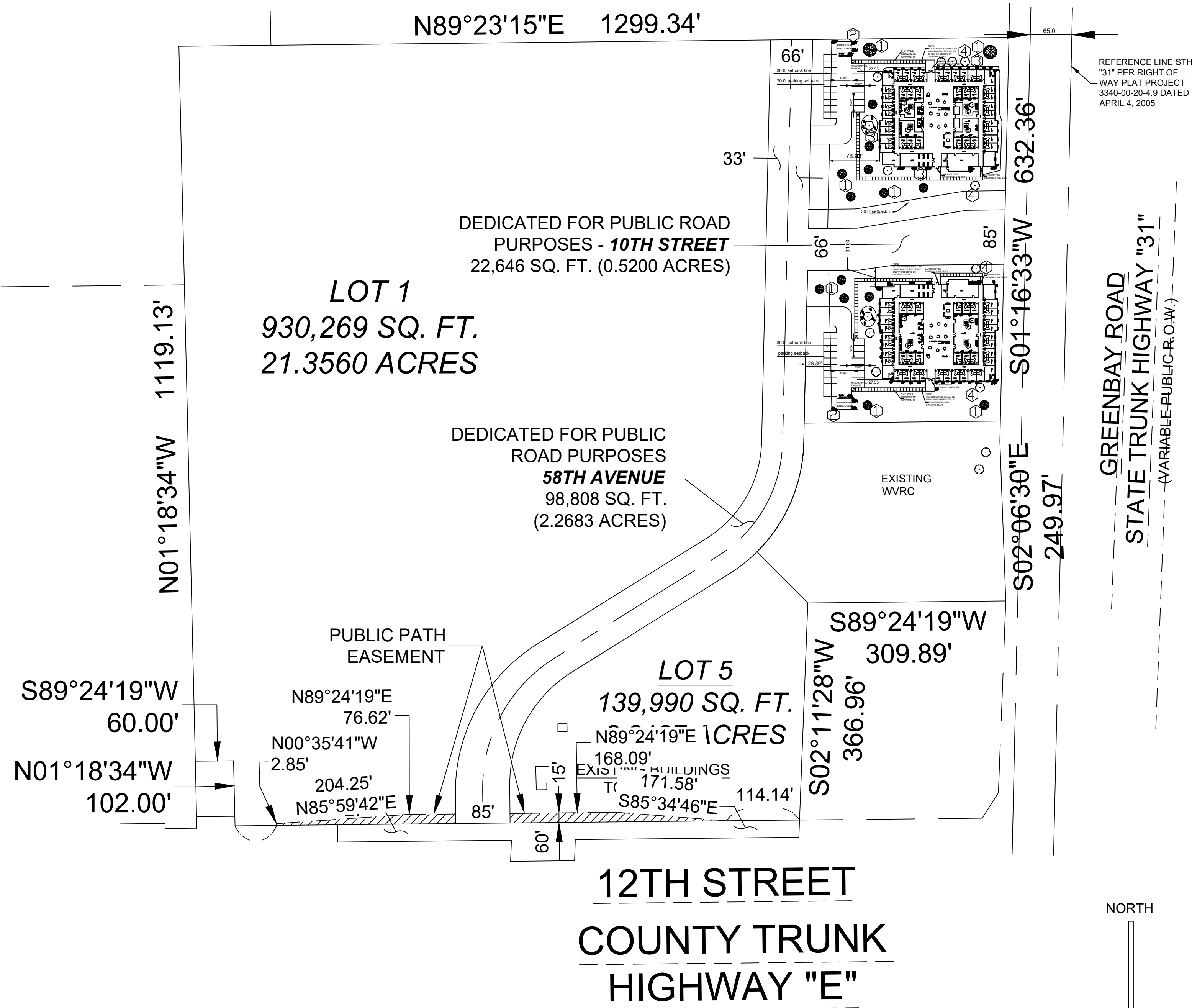
WILLIAM A. MORRIS ARCHITECT LLC
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REVISIONS
11-20-24

DATE
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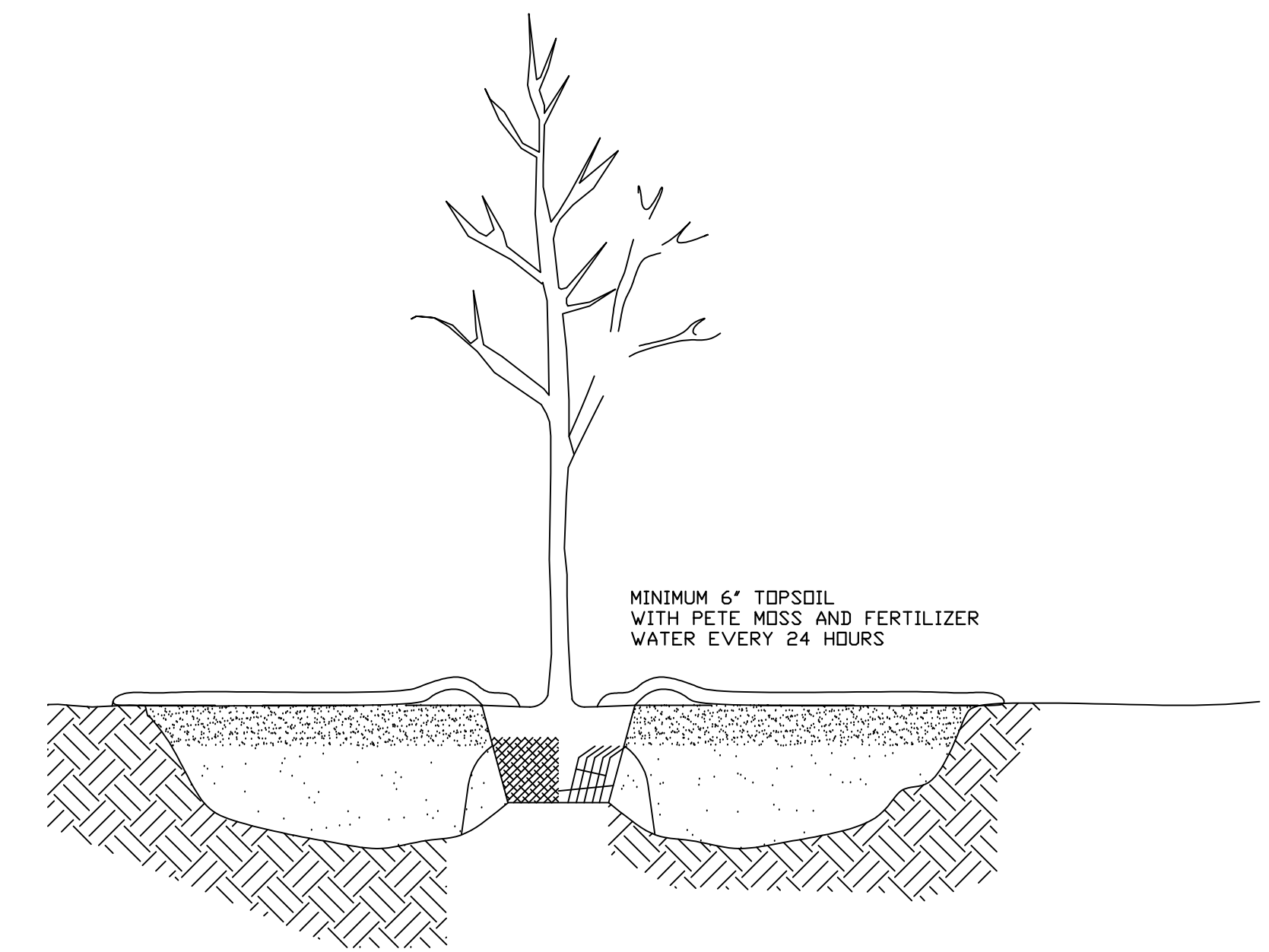


TYPICAL SHRUB PLANING DETAIL
NTS



LANDSCAPING SCHEDULE			
MARK	DISCRIPTION	SIZE	REMARKS
1	MAPLE	2' GAL	
2	TECHNY ARBORVITAE	5 GAL	
3	GOLDEN BARBERRY	5 GAL	
4	DWARF LILAC	5 GAL	
5	GOLD DROP POTENTILLA	5 GAL	
6	DWARF HYDRANGEA		

NOTE:
ALL LANDSCAPE AREA'S SHALL BE COVERED WITH WEED BARRIER
AND MIN 3" MULCH



TYPICAL TREE PLANING DETAIL
NTS

WILLIAM A MORRIS ARCHITECT LLC
5313 87TH PLACE
PLEASANT PRATIE WI 53158

THE LAKES OF RACINE
SOMERS WISCONSIN

DATE

REVISIONS



108/127



109/127

REQUIRED PARKING PER 12.13.030
SITE #1

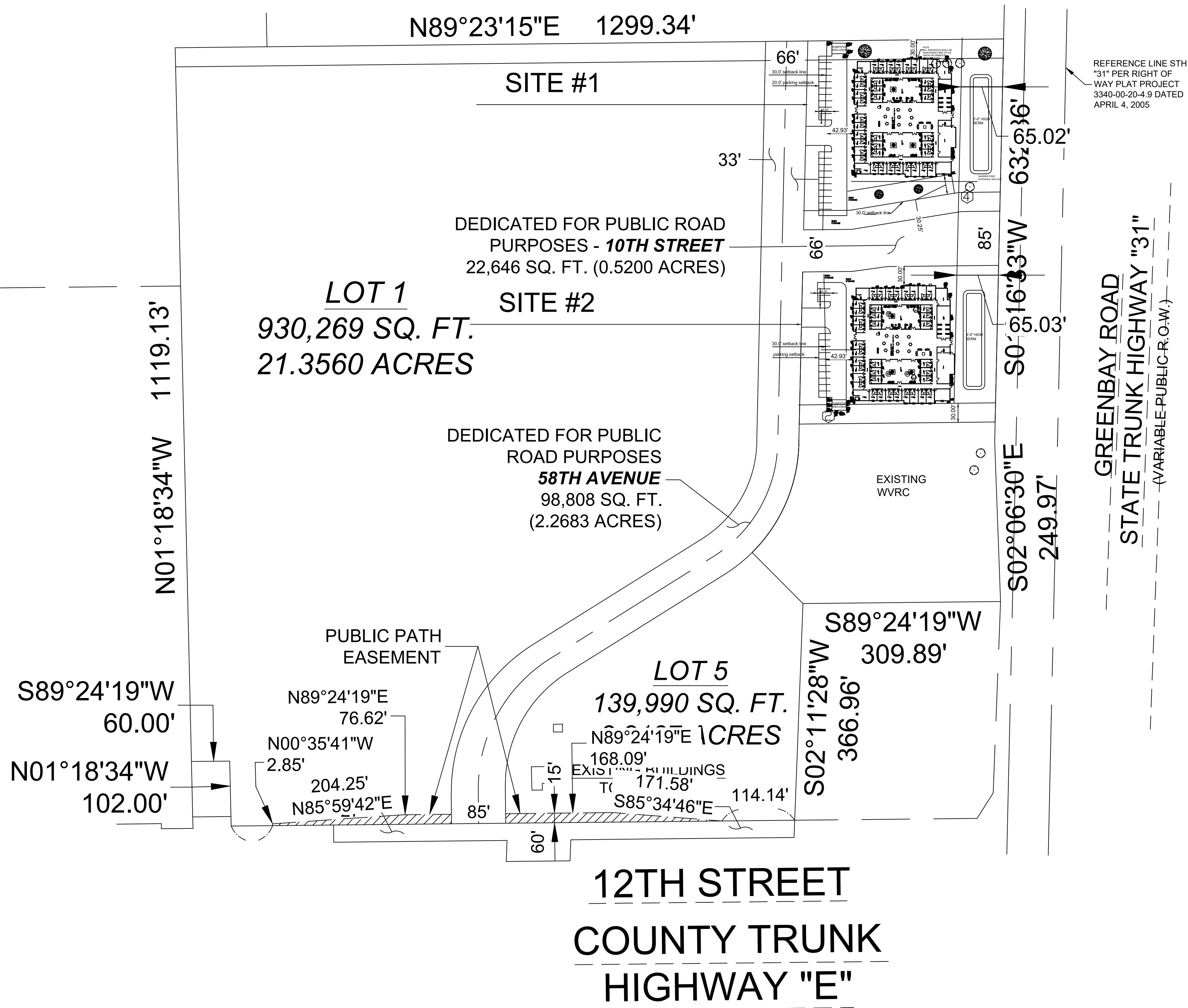
1 PER 6 BEDS = 7
1 PER EMPLOYEE / SHIFT = 3
1 FOR DOCTOR 1 FOR NURSE = 2

TOTAL REQUIRED 12
PROVIDED 20

REQUIRED PARKING PER 12.13.030
SITE #2

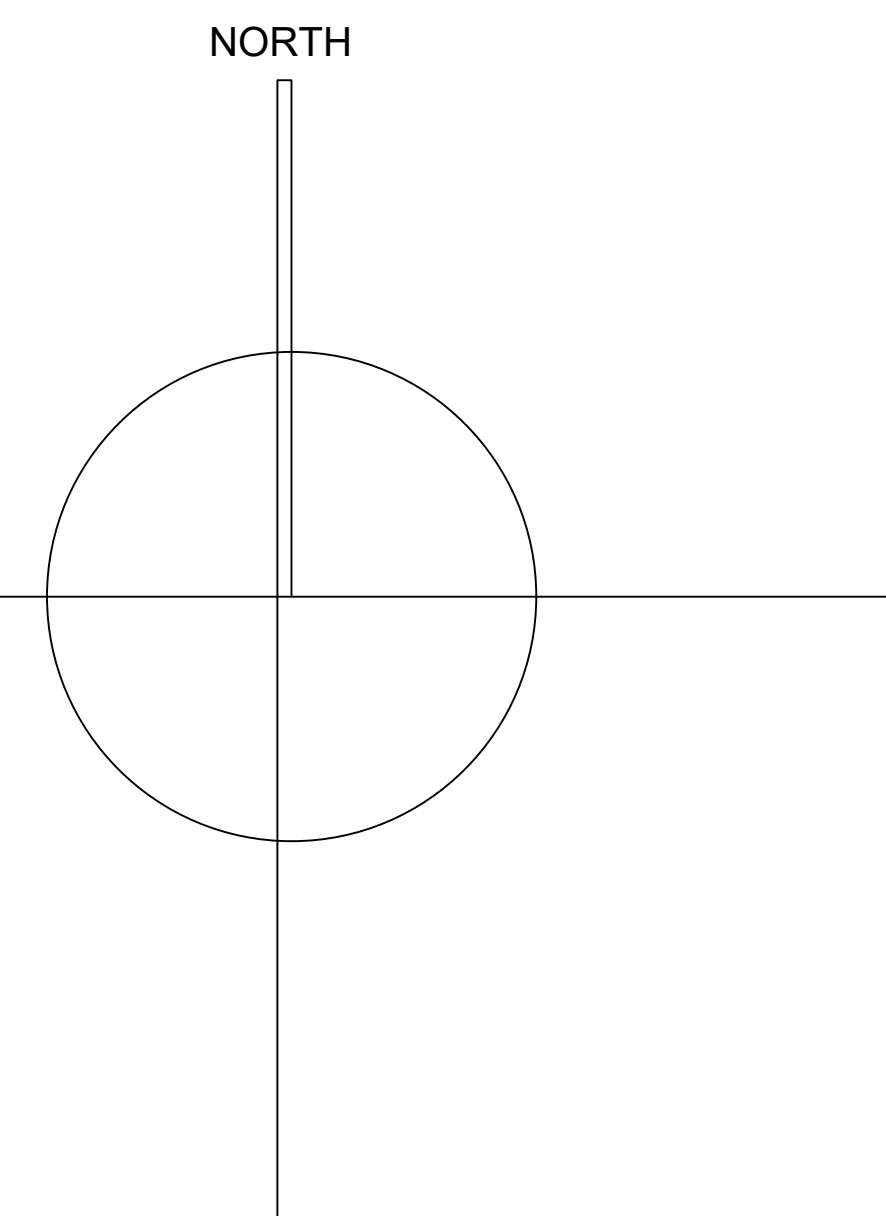
1 PER 6 BEDS = 7
1 PER EMPLOYEE / SHIFT = 3
1 FOR DOCTOR 1 FOR NURSE = 2

TOTAL REQUIRED 12
PROVIDED 13



SCALE 1" = 100.0'

SITE LAYOUT PROPOSED CBRF FACILITY FOR THE LAKES OF RACINE

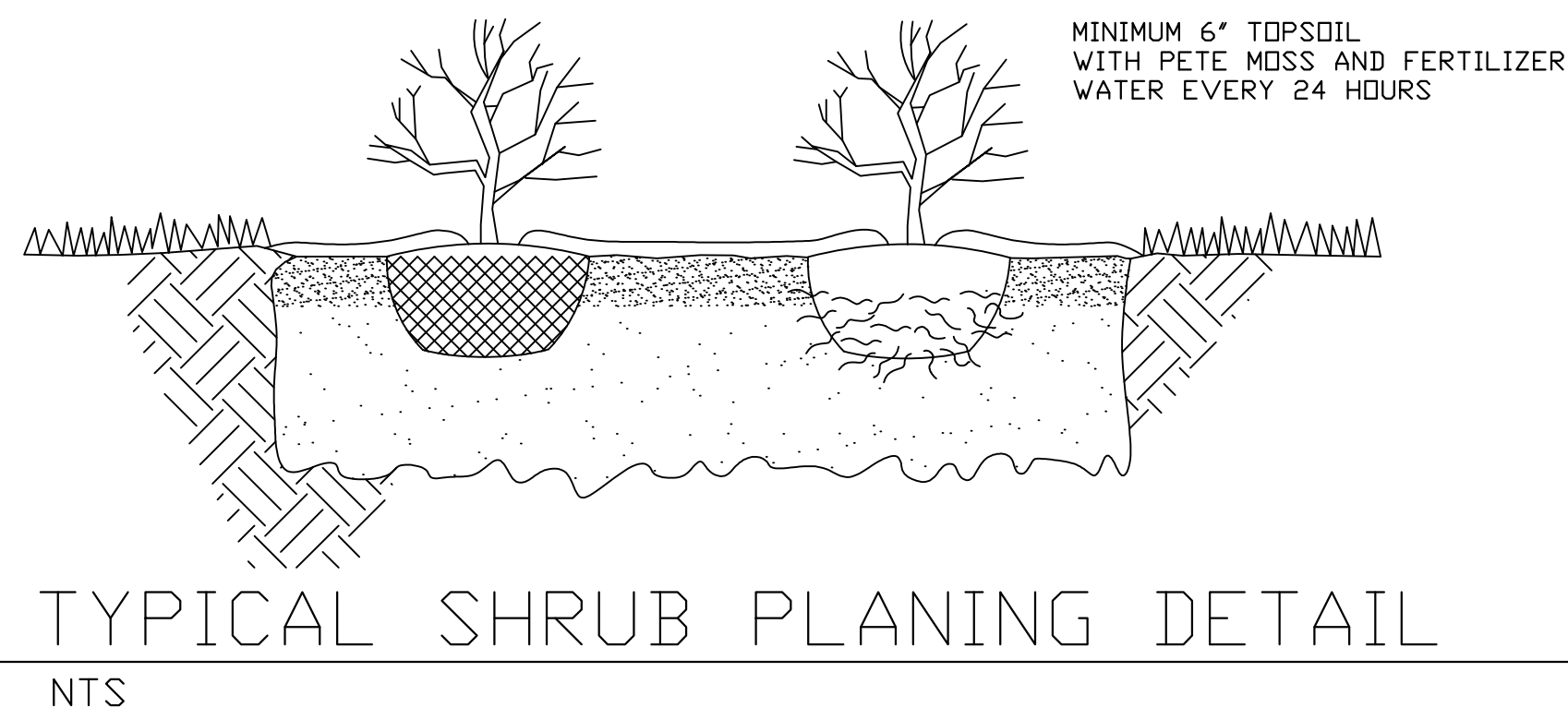


DATE

REVISIONS
7-15-26

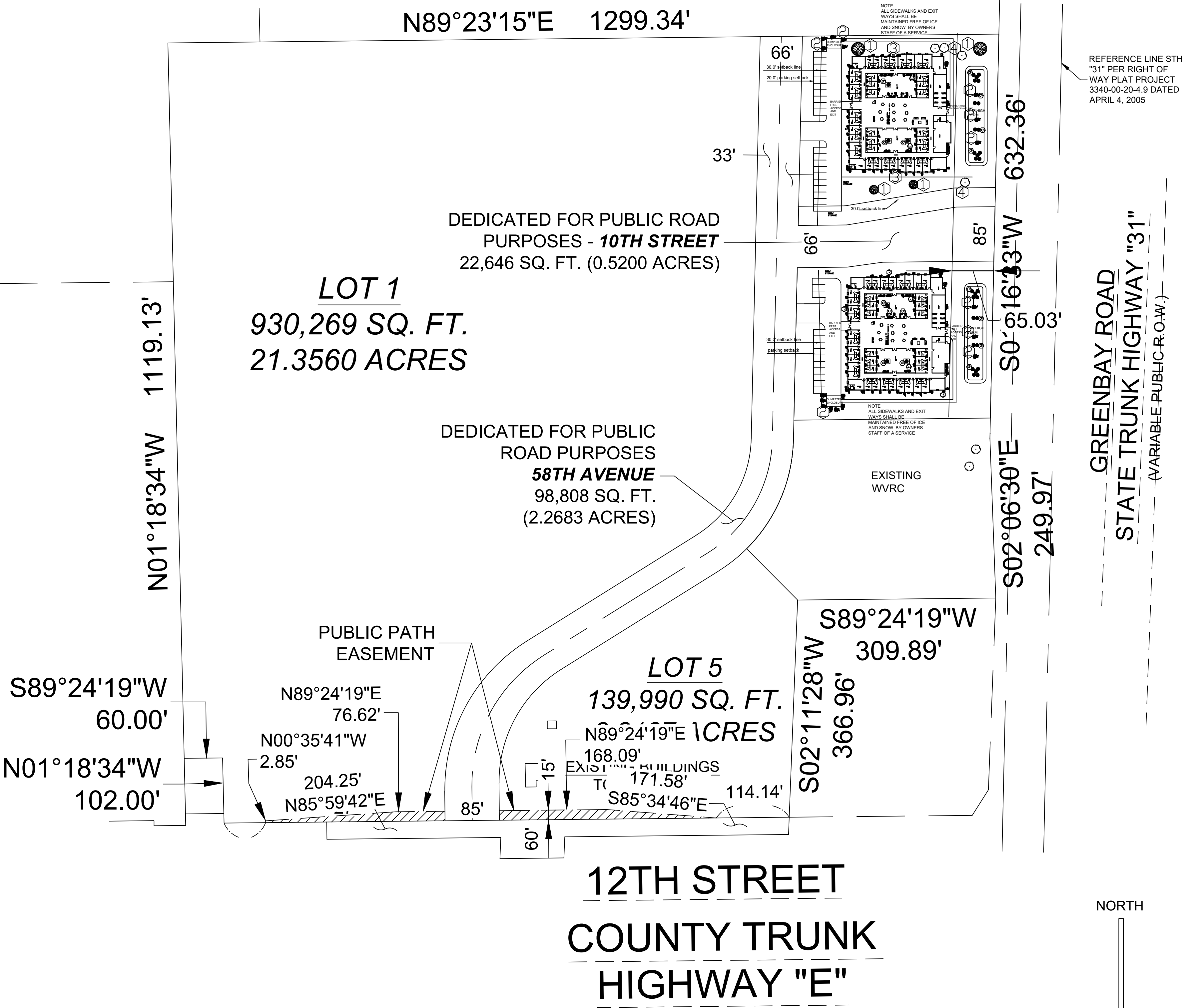
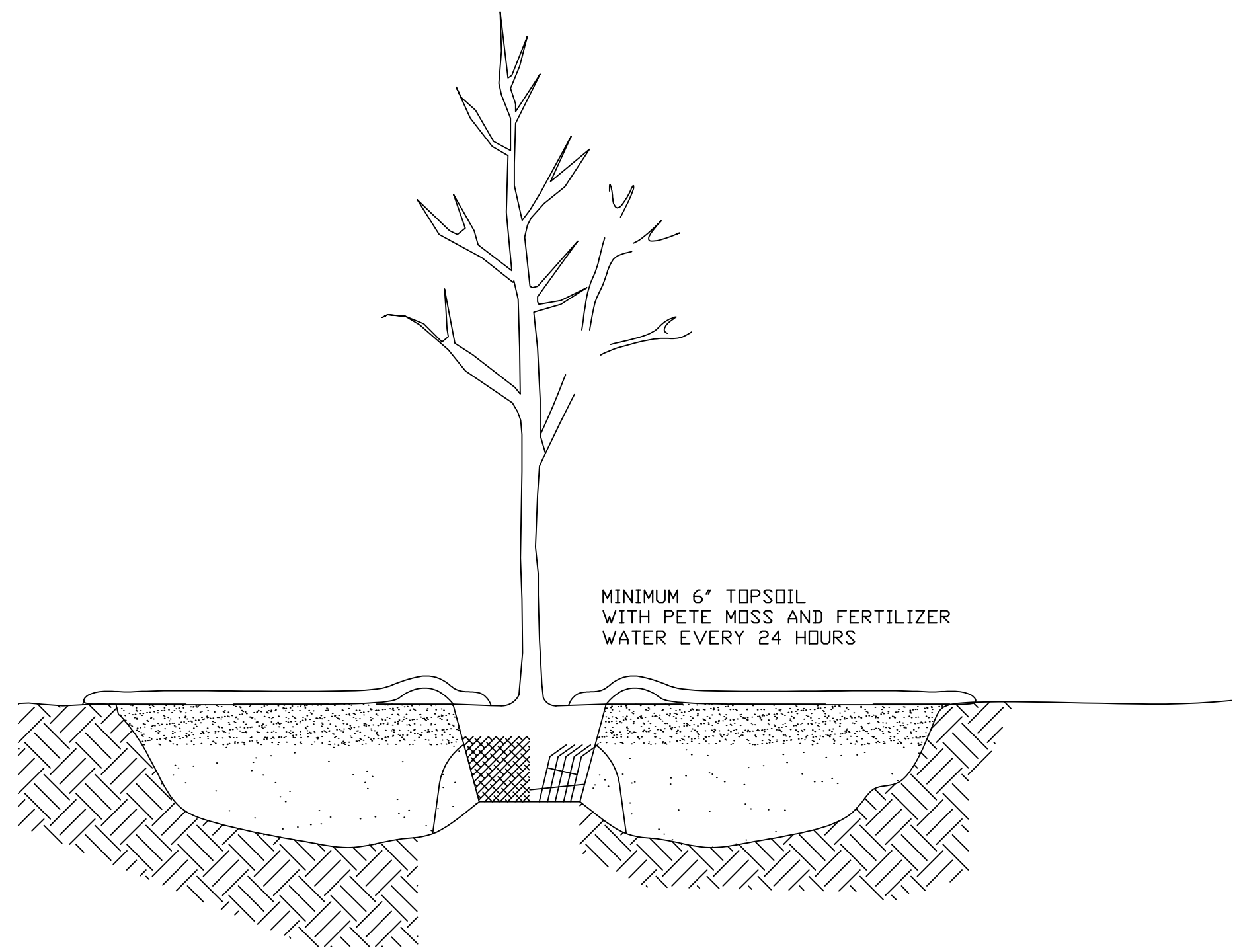
WILLIAM A MORRIS ARCHITECT LLC
5313 87TH PLACE
PLEASANT PRAIRIE WI 53158

THE LAKES OF RACINE
SOMERS WISCONSIN



LANDSCAPING SCHEDULE			
MARK	DISCRIPTION	SIZE	REMARKS
1	MAPLE	2" CAL	
2	TECHNY ARBORVITAE	5 GAL	
3	GOLDEN BARBERRY	5 GAL	
4	DWARF LILAC	5 GAL	
5	GOLD DROP POTENTILLA	5 GAL	
6	DWARF HYDRIGIA		

NOTE:
ALL LANDSCAPE AREA'S SHALL BE COVERED WITH WEED BARRIER
AND MIN 3" MULCH



SCALE 1" = 100.0'

LANDSCAPING PLAN PROPOSED CBRF FACILITY FOR THE LAKES OF RACINE

DATE

REVISIONS
7-15-26

WILLIAM A MORRIS ARCHITECT LLC
5313 87TH PLACE
PLEASANT PRAIRIE WI. 53158

THE LAKES OF RACINE
SOMERS WISCONSIN



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

WORK SESSION: Aug. 18, 2026

TO: Village President Stoner and Board of Trustees

PREPARED BY: Kevin Poirier, Assistant Administrator

REVIEWED BY: Jim Hurley, Village Administrator
Josh Sullivan, Public Works Superintendent

AGENDA ITEM: #10 Review and discuss Financial Management Plan: converting the cost of recycling and yard waste services to a direct user charge

BACKGROUND:

At the July 14 and 21 Special Board meetings, Ehlers provided options to reduce the structural deficit in the Village's operating budget. One option is to charge a direct fee for recycling costs rather than pay from the tax levy. This change would enable the Village to use this portion of the tax levy to offset reductions in abated debt, which currently funds a portion of operating expenses.

Currently, the Village's tax levy and State recycling aid covers approximately \$220,830 in annual recycling expenses. The Village receives approximately \$30,000 per year in State recycling aid. If converted to a direct charge, the Village would split approximately \$190,830 amongst an estimated 2,935 customers. This includes both Village and the Town residents.

The Village Board instructed staff to further review and present at an upcoming meeting.

UPDATE:

Staff has been working with Johns Disposal and Ehlers to estimate the impact of adding a direct fee.

According to Ehlers, recycling and yard waste costs can be combined and converted into a fee, as yard waste is not defined as garbage collections under [Wis. Stat. § 287.07](#). Yard waste — including leaves, grass clippings, garden debris, and brush — is strictly banned from landfills, regular household trash, or garbage collections.

Johns Disposal's 2027 monthly recycling rate is \$6.27 per user. Currently, they serve 2,935 customers. The cost of yard waste pick up varies depending on loads. Johns Disposal's service includes 45 pickups; the Village is charged \$325 for additional pickups. On average, 90 dumpsters are picked up for an estimated total cost of \$29,250.

The Village/Town has the option of adding the cost to utility bills or tax bills as a direct charge only to users. Adding the fee to tax bills would be more efficient for the Village/Town. Below is an estimate of the financial impact that the conversion would have for someone receiving recycling/yard waste services:

Total annual Recycling cost:	$\$6.27 \times 12 \text{ months} \times 2,935 \text{ users} =$	\$220,829.40
Total annual cost of the Yard Waste pickups	$90 \times \$325 =$	\$29,250
Total annual cost of combined services		\$250,079.40
Estimated state aid for Recycling		(\$30,000)
Total cost to users		\$220,079.40
Annual cost for each user:		\$74.98

Removing the cost of yard waste from the fee would lower annual rates by an estimated \$9.96.

COMMENTS:

Should the Board consider adding a direct recycling and yard waste charge, the Village/Town would likely need to schedule a public hearing prior to adoption. The Kenosha County Treasurer must be notified in advance of issuing tax bills to create a list of users and ensure proper accounting.

We suspect that the conversion to a direct fee is subject to approval of the Wisconsin Department of Revenue.

If the Village Board would like to consider, then staff will return at the next work session with deadlines and requirements.

ATTACHMENTS:

Excerpt from Ehlers Presentation

Johns Disposal 2027 proposed rates



Village of Somers Financial Management Plan & Water Rate Update

July 14, 2026

Operating Budget Deficit

	Actual/Estimated Operating Deficit
2026	540,805
2028	618,832
2030	833,755

*Currently using fund balance or abated debt capacity to address the deficit.

Other Alternative Revenues



Reviewed the conversion of garbage collection to a direct charge and concluded it would not increase levy capacity



Converting recycling to a direct charge would help free approximately \$218,000 in levy capacity



P.O. BOX 329
WHITEWATER, WI 53190
262-473-4700 • Fax: 262-473-6775
www.johnsdisposal.com
email: office@johnsdisposal.com

DISPOSAL SERVICE, INC.

August 11, 2026

The Town & Village of Somers
Attn: Josh Sullivan – Public Works Superintendent
7511 12th Street
Kenosha, WI 53144

Re: 2027 Rates

Dear Josh & Village Board,

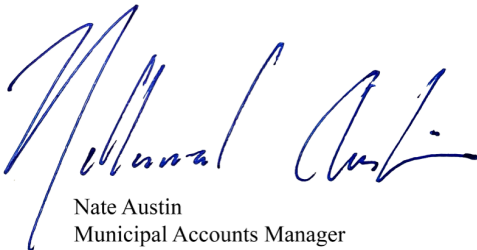
As a family-owned company, Johns Disposal is truly grateful for the trust and continued partnership of the communities we serve. We remain committed to providing reliable, responsive service and the level of care and professionalism residents and municipal leaders deserve.

Rates for 2027 are outlined in the table below:

SERVICE	2026	2027	\$ INCREASE
GARBAGE	\$11.43	\$11.89	\$0.46
RECYCLE	\$6.03	\$6.27	\$0.24
TOTAL	\$17.46	\$18.16	\$0.70

If you have any questions or would like to schedule a meeting, please do not hesitate to call me directly at 262-473-4700 ext. 224.

Sincerely,



Nate Austin
Municipal Accounts Manager

SOMERS FIRE & RESCUE

CHIEF
Benjamin Andersen

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



Somers Village Board

I Chief Ben Andersen are requesting authorization to sign a service contract with Froedtert Pleasant Prairie Hospital for access to blood products from their blood bank. We at Somers Fire Rescue Department strive to offer the highest level of care to our residents. One of the newest advancements in pre-hospital care is the ability to administer blood in the field. Studies have shown that administer blood sooner to those that need it saves lives and is much more effective than saline which we used in the past. The attached service agreement would give us the ability to carry and give blood in our ambulances and the only cost is for the blood when we use it which we can bill for. This agreement allows us to get blood from the hospital and return it before its end of use date so it can be used in the hospital if not used in the field so no wasting of blood occurs. There is some equipment needed for us to carry blood on the ambulances but the Somers Fire Rescue Association and Somers IAFF Local 4831 are covering those cost through fundraisers so that the village does not need to fund the almost \$15,000 initial equipment purchase. This will allow us to carry blood products on our 2 front line ambulances for now. City of Kenosha and Village of Bristol already have blood programs and have lives saved because of them.

Respectfully Submitted

Fire Chief Ben Andersen

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made this _____ day of _____, 202_ ("Effective Date"), and is by and between Froedtert South, Inc., ("System") and Somers Fire & Rescue.

RECITALS:

WHEREAS, System owns and operates an acute care hospital in Pleasant Prairie, Wisconsin, which includes a building located at 9555 76th Street, Pleasant Prairie, Wisconsin (the "Froedtert Pleasant Prairie Hospital") which includes a blood bank;

WHEREAS, Somers Fire & Rescue is a provider of basic and advanced life support ambulance transportation services in Kenosha County, Wisconsin which requires blood bank services;

WHEREAS, Somers Fire & Rescue desires, and System agrees to provide blood bank services as described in this Agreement with the understanding that the blood bank services are for Emergency Medical Services (EMS) provided by Somers Fire & Rescue;

NOW, THEREFORE, in consideration of the foregoing and the covenants contained herein, the parties agree as follows:

1. SYSTEM RIGHTS AND RESPONSIBILITIES

In addition to its rights and responsibilities described elsewhere in this Agreement, System shall have the following rights and responsibilities:

1.1. Blood Bank Services. System agrees to provide the following "Services" through System personnel:

- 1.1.1. Arrange for and obtain group O packed red blood cell products from a blood product supplier (currently, Versiti);
- 1.1.2. Manage the blood product availability and assure that blood products are usable and unexpired;
- 1.1.3. Validate the suitability of Somers Fire & Rescue's blood storage devices for storing the blood products;
- 1.1.4. Discard expired and other unusable blood products; and
- 1.1.5. Provide blood products to Somers Fire & Rescue for ambulances in agreed upon amounts.

1.2. Service Standards. System warrants that it will perform the Services for Somers Fire & Rescue in timely, professional and workmanlike manner, in accordance with generally accepted professional standards in the industry, in compliance with applicable state and federal laws and regulations applicable to blood bank products of this Agreement. System will also comply with all rules, regulations and policies applicable to System in providing the Services in support of the EMS operations, including facility requirements, safety and security procedures, building access and restricted areas. System shall maintain complete and accurate records regarding the Services and provide Somers Fire & Rescue copies of the records as reasonably requested by Somers Fire & Rescue. System warrants to Somers Fire & Rescue that all persons performing

under this Agreement are properly credentialed as required by applicable law and are experienced, qualified and authorized to perform the Services.

- 1.3. Schedule of Services. System agrees that it will provide the Services required under this Agreement on the schedule determined by the parties on the Effective Date and any adjustments that the parties may agree upon from time-to-time.

2. Somers FIRE & RESCUE RIGHTS AND RESPONSIBILITIES

- 2.1. Somers Fire & Rescue Obligations. Somers Fire & Rescue agrees that it will maintain the blood products in the designated blood storage devices; perform daily quality control/quality assurance checks of the blood storage devices; pick up/drop off blood products from System at agreed upon times; provide a safe work area for System to validate Somers Fire & Rescue's blood storage devices; and maintain the storage and work area in compliance with all applicable laws for blood product storage and OSHA.
- 2.2. Applicable laws and regulations. Somers Fire & Rescue agrees that it will comply with applicable laws and regulations, best practices and System's instruction applicable to the devices used for storing blood products. Somers Fire & Rescue will instruct System and personnel providing the Services under this Agreement regarding any facility requirements, safety and security procedures, building access and restricted areas.

- 3.0 **TERM and TERMINATION**: This Agreement shall commence on the Effective Date and shall have an initial term of one (1) year from the Effective Date and will be automatically renewed for successive one (1) year terms. This Agreement may be terminated during the initial term or any renewal term upon thirty (30) days' advance written notice by either party to the other.

- 3.1 Effect of Termination. In the event of termination of this Agreement, System shall cease to perform the Services and Somers Fire & Rescue shall pay System for all amounts due to System for Services rendered.

4.0 BILLING

- 4.1 Blood Products Billing. System is responsible for payment to the blood products supplier for the blood products that System arranges for and obtains for use by Somers Fire & Rescue. System will bill Somers Fire & Rescue for blood products used by Somers Fire & Rescue for patients transported to any facility operated, or not operated by System. Somers Fire & Rescue is also responsible for payment of any "wasted" blood products while in the possession of Somers Fire & Rescue. "Wasted" blood products are those that expire, are not maintained/stored as directed by System, and/or are damaged.
- 4.2 Services Fee and Blood Products Payment. System will submit invoices to Somers Fire & Rescue monthly for the Services rendered in the previous month. Payment terms are net thirty (30) days upon Somers Fire & Rescue's receipt of System's invoice.
- 4.3 Services Fee. Somers Fire & Rescue shall pay System for the Services in the amounts set forth on Schedule A (the "Services Fee").

5.0 Confidential Information. Under the terms of the Agreement, both Parties and their employees and agents may learn and have access to information relating to the other Party including, but not limited to, information pertaining to the other Party's finances, markets and service areas, real estate, assets, manner of operation, intellectual property, data on pricing, costs, employees and employee compensation, patients and client information, and suppliers, as well as medical records, internal quality control information and other information relating to the medical treatment rendered to patients (collectively the "Confidential Information"). Both Parties agree that it shall not: (i) disclose or use, or authorize anyone else to disclose or use, any Confidential Information in any matter whatsoever; (ii) review any Confidential Information which the Party has not been specifically authorized by the other Party to review; (iii) make copies of any Confidential Information, except as specifically authorized by the other Party; (iv) remove any Confidential Information from System; or (v) discuss in any manner with any third parties, any Confidential Information. The parties further acknowledge that Somers Fire & Rescue does not need to access patient Protected Health Information (PHI) during the course of performance under this Agreement. If the need to access PHI becomes a requirement in order for Somers Fire & Rescue to perform any of its current or future obligations under this Agreement, or if Somers Fire & Rescue inadvertently comes into contact with such PHI, Somers Fire & Rescue and System shall promptly mutually agree on particular appropriate procedures as to the manner in which such PHI is going to be handled. It is understood that said procedures shall be in accordance with applicable laws, including HIPAA, if applicable. The obligations of both Parties hereunder shall survive the termination of this Agreement. In the event of a violation of this provision, either Party shall be entitled to injunctive relief against such violation, in addition to such other remedies as the violated Party may have in law or equity. In addition to any monetary damages that either Party may be entitled to, the violated Party shall be entitled to recover reasonable attorneys' fees and costs in enforcing the terms of this Agreement.

6.0 Insurance. During the Term and any applicable statute of limitations period, System will, at its sole expense, maintain in full force and effect at least the following types and amounts of insurance coverage: (i) Commercial General Liability insurance with limits no less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate; and (iii) Workers Compensation Insurance (if applicable) that satisfies all state statutory requirements and limits, including Employers Liability Insurance in amounts not less than \$500,000 per incident for each employee.

7.0 Exclusion from Participation in Federal Health Care Programs. The parties represent that they (and each of their employees, subcontractors, agents and representatives performing under this Agreement): (a) are not currently excluded, debarred or otherwise ineligible to participate in Medicare, Medicaid or other Federal health care programs (the "Federal Health Care Programs"); (b) are not convicted of a criminal offense related to the provision of healthcare items or services even if not yet excluded, debarred or otherwise declared ineligible to participate in the Federal Health Care Programs; and (c) are not under investigation or otherwise aware of any circumstances which may result in a party's (or their employees, subcontractors, agents or representatives performing under this Agreement) exclusion from participation in the Federal Health Care Programs. The parties agree that representations in this section are ongoing during the term of this Agreement. Each party agrees it will immediately notify the other party of any change in the status of the representations set forth in this section and will immediately remove from performing under this Agreement any person for whom the representations above are not accurate. Notwithstanding any other term of this Agreement, any breach

of this section gives the non-breaching party the right to terminate this Agreement immediately without penalty.

8.0 MISCELLANEOUS

- 8.1 **Notices.** Any notices or other communications required or permitted to be given under this Agreement will be in writing and will be delivered by personal delivery, nationally recognized overnight courier service, or registered or certified mail (return receipt requested, postage prepaid). Notices are deemed to have been given on: (i) the date when personally delivered; (ii) the date which immediately follows the date of delivery to such overnight courier service; or (iii) the date which is seven (7) days from the date of deposit in the United States Postal Service in the manner described above. Notices must be addressed as indicated below, and either party may change such address in accordance with this section:

System:

Froedtert South, Inc.
6308 8th Avenue
Kenosha, WI 53143
Attn: President, CEO & General Counsel

Somers Fire & Rescue:

Somers Fire & Rescue
7511 – 12th Street
Kenosha, WI 53144
Attn: Ben Andersen, Fire Chief

- 8.2 **Relationship of Parties.** The parties are independent contractors, and this Agreement will not be construed as creating any agency, partnership, joint venture, or employment relationship between the parties. Neither party, by virtue of this Agreement, will have any right, power, or authority to bind the other party or direct the activities of the other party's employees or contractors.
- 8.3 **Nondiscrimination.** In addition to any other requirement of law, no party to this Agreement will discriminate against any employee or applicant for employment or against any patient because of age, race, religious creed, color, disability, marital status, sex, national origin, ancestry, sexual orientation, arrest record, conviction record, veteran status or handicap in its performance of this Agreement.
- 8.4 **Responsibility For Own Acts.** Each party is responsible for the acts and omissions of itself and its employees, subcontractors, directors, officers and agents. This section will not constitute a waiver by any party of any right to indemnification, contribution, subrogation or other remedy available to that party by operation of law or in equity. Somers Fire & Rescue's liability shall be limited by Wisconsin State Statutes § 345.05(3) for automobile and § 893.80(3) for general liability.

- 8.5 Force Majeure. Any delays or failure by either party in the performance of any obligations under this Agreement shall be excused if and to the extent caused by any law or act of any government, acts of God, strikes or other labor disturbances, war (whether declared or not), sabotage, and any other cause or causes, whether similar or dissimilar to those herein specified, beyond the reasonable control of such party (each a "Force Majeure Event"), which directly impacts either party's performance under this Agreement. If a Force Majeure Event continues for a period of thirty (30) consecutive days ("Force Majeure Period"), either party may terminate this Agreement following such Force Majeure Period.
- 8.6 Amendment. Somers Fire & Rescue and System may amend, modify and supplement this Agreement only in such manner as may be agreed upon by Somers Fire & Rescue and System in writing.
- 8.7 Entire Agreement. This Agreement and the attached exhibit embody the entire agreement between the parties with respect to the Services. There have been and are no agreements, representations or warranties between the parties other than those set forth or provided in this Agreement. The terms and conditions of this Agreement shall prevail in any conflict between this Agreement and all prior oral and written commitments, contracts, and understandings related thereto. The parties agree that all preprinted terms, conditions and requirements on purchase orders or invoices are invalid and of no effect.
- 8.8 Assignment. This Agreement shall not be assigned by either party without the prior written consent of the other party.
- 8.9 Severability. In the event that any portion of this Agreement is held unenforceable or invalid by a court of competent jurisdiction, the parties shall amend that provision in such reasonable manner as achieves the intention of the parties without the unenforceable or invalid portion, and the remaining provisions of this Agreement remains in full force and effect.
- 8.10 Governing Law. Any claim, controversy or dispute arising under or related to this Agreement shall be governed by the laws of the State of Wisconsin, without regard to its choice of law principles. The parties submit themselves to the jurisdiction of the courts of Kenosha County, Wisconsin.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

Froedtert South, Inc.

Signature: _____
Name: _____
Title: _____
Date: _____

Somers Fire & Rescue

Signature: _____
Name: _____
Title: _____
Date: _____

Schedule A

Service Fee

Description	Measurement	Cost per Unit
O+ Packed Red Blood Cells / Leukoreduced	Unit	*\$252

***Annual Increase:** System may increase the Services fee by no more than 8% as of the first anniversary of this Agreement and on each anniversary thereafter by giving notice and an updated Schedule A to Somers Fire & Rescue.



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

WORK SESSION: August 18, 2026

TO: Village President Stoner and Village Trustees

PREPARED BY: Jim Hurley, Administrator

REVIEWED BY: Kevin Poirier, Assistant Administrator

AGENDA ITEM: #12 Revisit the Pilot Meeting Schedule

BACKGROUND:

At the June 2nd Work Session, the Village Board agreed to a pilot meeting schedule subject to additional opportunities for public comments. The item was tabled at the next regular meeting for additional discussion.

At the June 9th meeting, the proposed schedule was denied by a 2-2 vote. At the June 17 work session meeting, the full Board agreed to reconsider at the next regular meeting with more Board members present. The schedule was approved at the following meeting.

From July – August 2026, there will be no Regular Board meeting on the fourth Tuesday of the month. If an item requires action prior to the Regular Board meeting, then staff will schedule a special meeting.

Excluding special meetings, here is the pilot meeting schedule:

Dates	Meeting Types
7-Jul	Work Session
14-Jul	Board Meeting
21-Jul	Work Session
4-Aug	Work Session
12-Aug	Board Meeting
18-Aug	Work Session

The Village Board agreed to reevaluate the temporary meeting schedule and consider the meeting schedule thereafter.

UPDATES:

In September, I recommend meeting on the 4th Tuesday for a special 2027 budget workshop session (September includes a 5th Tuesday).

Unless an item requires urgent action, staff proposes to limit the discussion to the budget.

Next month, the Village Board could revisit the schedule from October going forward.