Village of Somers
7511 12th Street
Somers, WI 53171

Village Work Session Meeting
Agenda
Tuesday, September 15, 2026
5:30 p.m. or
Immediately following Stormwater Commission meeting

Village Board Work Session Meeting:	
Item #	
1	Call to Order
2	President & Trustee Reports
3	Citizens Comments
4	Discuss proposed Comprehensive Plan Amendment by: SFW Land LLC & Fettner Hergott Investment Group LLC, 1431 Toulon Court, Highland Park, IL 60035 (Owners), Nick Asta, Roers Companies, 2 Carlson Pkwy N #400, Plymouth, MN, 55447 (Agent), requests 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 "Medium-Density Residential" to "High-Density Residential" on part of Tax Parcel #83-4-223-074-0006, located in the SE 1/4 of Section 7, T2N, R23E, Village of Somers. *(For information only, the property is west of Fire Station 2 along the Union Pacific Railroad tracks.)*
5	Discuss proposed requests to Rezone, Certified Survey Map, and Site Plan and Exterior Fenestration by: SFW Land LLC & Fettner Hergott Investment Group LLC, 1431 Toulon Court, Highland Park, IL 60035 (Owners), Nick Asta, Roers Companies, 2 Carlson Pkwy N #400, Plymouth, MN, 55447 (Agent), requests a rezoning from R-9 Multiple-Family Residential Dist. & R-4 Urban Single-Family Residential Dist. to R-11 Multiple-Family Residential Dist., approval of a Certified Survey Map (dated January 29, 2026 and prepared by Daniel E. Bednar of JSD) to create one (1) 27.548-acre Lot and one (1) 90.254-acre Lot, and a site plan review and exterior fenestration review on part of Tax Parcel #83-4-223-074-0006, located in the SE 1/4 of Section 7, T2N, R23E, Village of Somers.
6	Discuss 13th Avenue Lift Station Rehabilitation Project
7	Discuss 96th Avenue – temporary speed bump
8	Review and discuss Special Event Permit application from J&M's Bar and Grill and procedures for application. The proposed special event will be on Saturday,

	October 3rd from 11a.m. to 9 p.m., located at 8013 12th Street, Kenosha, WI 53144
9	Motion to convene in closed session: a) per WI Statute 19.85(1)(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, specifically the KR District Water & Sewer Service Agreements with the City of Racine b) per WI Statute 19.85(1)(c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, specifically employee wages
10	Motion to reconvene in open session *(The Village Board will not take action on the items discussed in Closed Sessions)*
11	Adjourn

I hereby certify that as the designee of the chief elected official of the Village of Somers, I posted this notice of the September 15, 2026 Village Work Session & Agenda in 1 public place & on the Village website.

Dated this 11th day of September, 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**.

Established 1843
Somers
VILLAGE & TOWN
www.somerswi.gov
P.O. Box 197, Somers, WI 53171 PH: 262-859-2822 FAX: 262-859-2331

VILLAGE OF SOMERS
VILLAGE BOARD
WORK SESSION ITEM MEMORANDUM

WORK SESSION: September 15, 2026

TO: Village President Stoner and Board of Trustees

PREPARED BY: Jim Hurley, Administrator

REVIEWED BY: Kevin Poirier, Assistant Administrator

AGENDA ITEM: #4 Discuss Roers Companies Multi-Family Residential Development requests for a comprehensive plan amendment, rezone, land division (certified survey map), site plan and exterior fenestration

BACKGROUND:

In 2025, Roers Companies (SFW Land LLC & Fettner Hergott Investment Group) presented multiple versions of a conceptual plan to the Village Plan Commission. The last presentation was in November 2025. The proposal is for a density of approximately 7.26 dwelling units per acre, which is below density of 12.4 permitted in the R-11 zoning district. Details are included in the February 27th memo from Senior Land Use Planner Luke Godshall.

This past March, the Commission reviewed their application for a comprehensive plan amendment, rezone, land division (certified survey map), and site plan review and exterior fenestration. The proposal was denied by the Plan Commission on a 6-1 vote. The reasons cited by the six denial votes were the following:

- Per Commission member Boxx, 20 communities in southeast Wisconsin have set limits on multi-family dwellings. The Roers proposed development would increase the ratio of multi-family dwellings to 55% in the Village, which is beyond the limits set by these 20 communities.
- Commission member Juliana is against apartments. He stated there is an existing market for new single-family homes, and large apartment complexes lead to declines in areas.

This past March and April, the application was discussed by the Village Board. At the recommendation of Village's legal counsel, the items were directed back to the Plan Commission for reconsideration based on the Village's code, standards, and comprehensive plan.

Roers requested to postpone the item shortly before the May meeting, and the Village's legal counsel was unavailable for the June meeting.

UPDATES

At the July Plan Commission meeting, Roers Companies reviewed their July 9th letter to the Commission, which is included in the packet. They explained that representatives of the Village shared preferences for design standards and less structures on site that resulted in buildings over 8-units, requiring a comprehensive plan amendment and rezoning to R-11. Roers then reviewed its proposal and compatibility with the Village's comprehensive plan, neighborhood plan, and design standards. Roers also confirmed that the project will meet all Village design standards, including sound attenuation.

Kenosha County Director of Planning & Development Andy Buehler discussed the proposed changes to the zoning and comprehensive map. The portion of the development along the railroad tracks is already zoned R-9, which could be a higher density use. The proposal is to extend the use to the west that is currently medium density and zoned R-4.

The Village's legal counsel requested additional time to review the letter, and to prepare to advise the Plan Commission at the next meeting.

At the August Plan Commission meeting, legal counsel provided guidance regarding consideration of a comprehensive plan amendment, including:

1) whether the proposed amendment is consistent with goals, objectives, and policies
2) whether the proposed amendment is compatible with surrounding land unit uses
3) whether there is any detrimental environmental effect
4) whether there is a substantial public benefit being demonstrated by the amendment to the plan
5) whether public roads, services, and utilities are available or planned to be available in the near future
6) whether existing or planned facilities and services are adequate to serve that development
7) any other data or information that may be applicable

The Commission discussed and voted 3-2 to deny the resolution to amend the comprehensive plan, as well as negatively recommend other requests by the applicant. The reasons cited by the three negative votes were the following:

* Per Commission member Boxx, the Commission did not act without reason in its original decision, and provided a defensible position
* Per Commission member Steege, the proposal is already non-compliant with zoning and the density for the site, and infrastructure and public services may not support this development
* Per Commission member Chambers, the applicant has not demonstrated a

public benefit

NEXT STEPS

Following the meeting, Roers' legal counsel submitted the attached letter dated August 27th to the Village Board requesting reconsideration of the project. The letter was forwarded to the Village's legal counsel, and an attorney will be present at the meeting for guidance and discussion.

ATTACHMENTS:

2.27.2026 Memo from Luke Godshall

Multi-Family Checklist

Traffic Impact Analysis

August 27, 2026 Roers Letter to the Village Board

July 9, 2026 Roers Letter to the Commission

Proposed change in Comp Plan Classification

Comprehensive Plan Map Amendment Application

Rezoning Application

Rezoning Exhibit Map and Legal description

Design Renderings

Land Division Application

Civil Plans

Lighting Plan

Site Plan Application

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: **01-30-26**
RPT DATE: **02-27-26**
MTG DATE: **03-09-26**
RE: **Roers Multi-Family Residential Development**

BACKGROUND:

1. Petitioner/Agent: Nick Asta, Roers Companies
2. Property Owner: SFW LAND LLC; FETTNER HERGOTT INVESTMENT GROUP LLC
3. Location/Address: Between CTHs E & A, on west side of Union Pacific Railroad
4. Tax key Number(s): 83-4-223-074-0006
5. Area: 121.45 acres
6. Existing Zoning: R-3 Urban Single-Family Residential Dist., R-4 Urban Single-Family Residential Dist., R-9 Multiple-Family Residential Dist., A-4 Agricultural Land Holding Dist., C-2 Upland Resource Conservancy Dist., C-1 Lowland Resource Conservancy Dist.
7. Proposed Zoning: R-11 Multiple-Family Residential Dist., A-4 Agricultural Land Holding Dist., C-2 Upland Resource Conservancy Dist., C-1 Lowland Resource Conservancy Dist.
8. Existing Land Use: Medium-Density Residential, High-Density Residential, PEC, Other Conservancy Land to be Preserved, Nonfarmed Wetland
9. Proposed Land Use: Medium-Density Residential, High-Density Residential, PEC, Other Conservancy Land to be Preserved, Nonfarmed Wetland

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OVERVIEW:

The Petitioner proposes to develop a portion of the subject parcel for a 200-unit multifamily residential development consisting of 8- & 16-unit 2-story multi-family residential buildings along with a 5,093 sq. ft. clubhouse, approximately 18 acres of open space including walking trails, dog parks, playground and a sport court. This development concept was previously presented to the Plan Commission at conceptual hearings in May 2025 and November 2025. The Petitioner has amended their plans as a result of feedback received at those conceptual hearings and is now formally requesting review and approval of a comprehensive land use plan amendment, rezoning, a Certified Survey Map (CSM) land division, and overall site plan & exterior building fenestration approval.

PROPOSED ZONING & LAND USE PLAN AMENDMENT:

The Petitioner is requesting an amendment to the land use plan for a portion of the site from 'Medium-Density Residential' to 'High-Density Residential', and a corresponding rezoning of that area into the R-11 zoning district to allow for the proposed multi-family development. The current land use plan does recognize an area of 'High-Density Residential' on the subject parcel adjacent to CTH E, but this area would need to be expanded to fully encompass the boundary of the proposed multi-family development. This area would then be rezoned into the R-11 zoning district.

It should be noted that the proposed rezoning does not include a request for a Planned Unit Development (PUD) overlay district, as the project has been designed so as to meet or exceed Village ordinance requirements (setbacks, building heights, density, etc.).

CERTIFIED SURVEY MAP (CSM):
The Petitioner intends to subdivide the existing parcel with a 2-Lot CSM. Lot 1 of the CSM would be rezoned into the R-11 zoning district and contain the proposed multi-family buildings, community clubhouse, and the development's associated open spaces. Lot 2 of the CSM is envisioned to be further subdivided and developed as a single-family subdivision.

The CSM provides for the creation of a new public street right-of-way that will provide access to the multi-family development, as well as provide future access for the eventual development of Lot 2 as a single-family residential subdivision. The public street right-of-way shown on the CSM is 66' in width to meet Village standards.

The Kenosha County Land Information office has reviewed the submitted CSM and has indicated the proposed public street shall be named "11th Avenue". The CSM shall be revised to label the street as "11th Avenue" instead of "Road A".

The Kenosha County Highways Department has reviewed and commented on the submitted CSM. They indicate that CTH A is planned to be an 80-foot total ROW and as such the CSM will need to be revised to show an additional 7 feet of right-of-way dedication for CTH A (to create a 40-foot half ROW). Highways also indicates that the CSM will need to be revised to show the complete CTH E right-of-way dimensions adjacent to the subject parcel's frontage along CTH E.

Overall, the CSM generally complies with the Village of Somers Land Division and Platting Control Ordinance. Specific revisions to be made to the CSM are noted below under the Staff Recommendation section below.

SITE & BUILDING PLANS:
The Petitioner has submitted detailed site and building plans which illustrate that the development has been designed to adhere to Village zoning ordinance requirements. As such, the Petitioner is not requesting any relief or deviation of zoning ordinance standards through a Planned Unit Development (PUD) overlay request.

Based on the submitted site and building plans, the proposed development is shown to consist of 200 dwelling units, yielding a density of approximately 7.26 dwelling units per acre – well below the maximum density of 12.4 permitted in the R-11 zoning district.

A total of fifteen (15) two-story apartment buildings are being proposed: five (5) 8-unit & ten (10) 16-unit. All proposed apartment units have been designed to meet or exceed Village ordinance requirement for minimum floor area for 1-bedroom (700 sq. ft.), 2-bedroom (1,000 sq. ft.) and 3-bedroom (1,200 sq. ft.) units. The total number of each type of unit breaks down as follows:

- 1-bedroom units - 40
- 2-bedroom units - 80
- 3-bedroom units - 60
- 4-bedroom units - 20

Both types of apartment buildings and the clubhouse building are within the allowable 35-foot height maximum of the R-11 district. All buildings have also been designed to meet minimum setback requirements for buildings in the R-11 district.

Renderings of the proposed multi-family buildings and community clubhouse have been included in the project submittal and appear to meet the Village's exterior design guidelines. All proposed buildings have a cohesive design and are shown to incorporate a variety of building finishes and materials including large windows, asphalt shingles, brick masonry, and durable cementitious siding.

On-site parking has been increased from the original concept site plan and now meets Village ordinance requirements for number of parking spaces provided. Based on the number and type of apartment units being proposed, a minimum of **465** parking spaces is required by Village ordinance (440 spaces for the units, and 25 spaces for guest parking). The proposed site plan provides **474** total parking spaces (200 enclosed garage spaces (1 enclosed garage space per unit), 200 garage driveway/apron spaces, and 74 surface parking spaces located throughout the site). It should be noted that the Site Information table included on the site plans indicates a total of 270 surface parking stalls. However, a manual count of stalls indicates 274 surface parking stalls, which includes the 200 garage driveway/apron spaces. The Site Information table should be updated to accurately reflect the number of stalls proposed on the site plan.

A site-wide landscape plan was included with the project submittal and has been designed to provide for a wide variety of deciduous & evergreen trees, shrubs, perennials and grasses. Calculations included with the landscape plan indicates that it meets or exceeds minimum landscaping requirements of the zoning ordinance. The landscape plan also includes berms throughout the site, with the petitioner indicating in their application that "berms and enhanced landscaping will be integrated throughout the site to create a sense of inward cohesion, buffer future development to the west, and provide visual and spatial separation from the railroad corridor to the east."

A site-wide photometric lighting plan was included with the project submittal and has been designed to meet zoning ordinance requirements for use of fully shielded fixtures and light intensity not exceeding 0.5 footcandle of illumination at property lines.

The submitted site plans indicate the location of three (3) trash enclosures placed throughout the site. Renderings and details of the trash enclosures are included on Sheet AP400 of the submitted site plan drawings (same sheet containing the exterior elevation drawings of the 8-unit buildings). The trash enclosures are shown to be enclosed with 7-foot high split-face masonry walls and solid wood clad metal swing gates.

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

1. The CSM shall be subject to the following:
    a. Subject to making the following revisions to the CSM:
        1. Add addresses of owners and subdividers to the bottom of Sheet 1.
        2. Re-label "ROAD A" as "11th Avenue" on all applicable sheets of the CSM.
        3. Per the Kenosha County Division of Highways, add an additional 7 feet of right-of-way dedication along CTH "A" (for a total half right-of-way width of 40 feet), and label as "Dedicated to the Public for Street Purposes".

4. Per the Kenosha County Division of Highways, revise the CSM to show complete CTH E right-of-way dimensions along the subject parcel's frontage.
5. Add a note to the CSM indicating the proposed Lots will be served by municipal sewer & water.
6. Add & label the floodplain, shoreland and primary environmental corridor boundaries to the face of the CSM.
7. Add the following note to the CSM: "*Any land below the ordinary high water mark of a lake or a navigable stream is subject to the public trust in navigable waters that is established under article IX, section 1 of the state constitution.*"
8. On Sheet 7, under the "Village of Somers Board Approval" signature block, revise the Clerk's title to read as "Clerk-Treasurer".
9. On Sheet 7, under the Village of Somers Board Approval signature block, add a signature line for "George Stoner, Village President".
10. On Sheet 7, remove the "Village of Somers Plan Commission Approval" signature block, as the Village of Somers Land Division and Platting Control Ordinance requires only that the Village Board certify its approval on the face of the certified survey map.

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, 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.

2. Revise the Site Information table on submitted site plans with accurate total of surface parking stalls.

3. Revise the Site Information table on submitted site plans with correct Parcel Number: 83-4-223-074-0006

4. Subject to obtaining any necessary approvals and/or permits from the Kenosha County Division of Highways regarding work within the right-of-way of CTH E.

5. Subject to stormwater plan approval by the Village of Somers engineer.

6. Subject to approval by the Somers Fire & Rescue Department.

7. Subject to receiving approval from the Wisconsin Dept. of Natural Resources (DNR) for any wetland areas proposed to be filled/mitigated. All permit approvals from the DNR shall be provided to the Village.

8. Subject to a Kenosha County zoning permit being issued for any proposed structures including principal buildings, signage, fences, accessory buildings, etc.

9. Subject to implementation of a Developer's Agreement between the Petitioner and the Village of Somers.

Village of Somers Multi-Family Development Checklist

Project Name: Roers Attainable Luxury Multi Family

Engineering & Design Firm: JSD Inc. and Engberg Anderson Architects

General Information

The Multi-Family Development Checklist must be completed and submitted by developer prior to staff review by Village Administration.

Please review the full list of "Recommended Plan Commission and Village Board Standards" for items that are required for the Plan Commission Meeting #1 (Concept), and Plan Commission Meeting #2 (Follow Up Meeting), and additional items not included in this Checklist.

Directions

A response of **"Yes"** indicates compliance with Village Standards.
A response of **"No"** indicates **non-compliance** and constitutes a **request for a variance of Standards**.

Any item marked "No" must be accompanied by a **written justification** explaining the reason for non-compliance in the last section. Identify the standard, describe the reason for non-compliance, and explain the requested variance.

YES	NO	Amenities for Units
X		9-foot ceilings
X		High efficiency heat – gas/electric. Suggest hot water/furnace location in garage closet for easy service.
x		In-unit full size washer & dryer
x		Large windows with natural light
x		Wood-style flooring throughout kitchen and living areas.
x		Smart wi-fi thermostats
x		Large closets and storage space
x		Window coverings

YES	NO	Amenities of Clubhouse and Site
x		Amazon and/or package delivery hub
x		Co-working office or study “quiet” space
x		Entertainment, social lounge, game tables
x		Firepits/outdoor, gas
x		Fitness area
x		Grilling stations
x		High-speed internet
x		Outdoor benches and eating tables
X		Outdoor or indoor sport courts not included in the clubhouse
X		Paved walkways and benches/seating with shade trees in public areas
X		Pergola or pavilions, covered with electricity and seating for group activity.
x		Playground area
	x	Pool
x		Sundeck
x		Paved walking/bike pathways.

YES	NO	Architectural Control
X		Submit physical samples of exterior color schemes of siding, trim, roof, brick, or stone.
X		Specifications of all materials must be indicated on plans.
x		Facades require a portion of stone and/or brick.
X		Cementitious siding required on all rentals. No vinyl or aluminum permitted.
X		Accent siding such as scalloped, shingle-style, vertical board and batten and other panelized options along with a variety of colors encouraged.
X		Building architecture should be articulated to reduce the appearance of mass
X		Any façade that can be seen by the public or neighbors should be designed to be attractive, regardless of which way it is faced.

YES	NO	Builders/Contractors
X		Identify the builders and contact information for all phases.

YES	NO	Building Size
X		Buildings provide residents with maximum light, a sense of personal space, abundant windows on exterior walls, and privacy
X		Private entry doors and minimum of one car attached garage preferred.
X		A mixture of building sizes may be acceptable. It is preferred that 8-unit buildings are maximum

YES	NO	Dead-End Streets
X		Dead-end streets with turn-around space must accommodate Somers Fire & Rescue specifications.
X		Turn around space cannot include aprons in front of garages, residents or visitors assigned parking, or private driveways.
x		Require dead-end signage.

YES	NO	Direct Access Attached Garages
X		Minimum one car for one unit. Garage depth to accommodate a large family van such as a Honda Odyssey or Toyota Sienna.
X		Garage pad length minimum of 24' is required to accommodate pickup trucks and full-size vans.
X		Must accommodate interior storage of garbage and recycling containers if site dumpsters are not used.
X		Storage of items within a garage that precludes the use of vehicle parking is prohibited.

YES	NO	Fire & Rescue Concerns
n/a		For any underground parking, it is preferred that electrical vehicle charging be located nearest to the garage door as possible
n/a		Minimum of 10' door for underground garage recommended to accommodate tow truck.
X		Standpipes for fire hose must be compliant with NFPA specifications.
X		Compliance required of turning radius for tower ladder truck.
X		Review plan for street trees and how close they are to the intersection. Tree overhang must be high enough for fire and snowplow trucks to drive under them.
X		Bucket or tower ladder truck overhangs curbs on turns. Trees should be kept 25 feet from a corner or significant turn.
X		Street parking space narrows, especially in the winter with snow build up at curb. Fire Department requests no street parking or parking on one side of the street only. Allow a minimum of three car lengths from the intersection to navigate turns with fire apparatus.
X		Somers Fire & Rescue shall review water main connections points and hydrant locations.

Utilize medians selectively. They can narrow the pathway for large vehicles and limit direct access to driveways and other emergency vehicles.

YES	NO	Floor Plans
X		This information is requested as a "for information only" to better understand living conditions within the units. Include as an Exhibit floor plans indicating square footage of each unit and each room within unit, placement of furniture, windows, appliances, hallways, and stairs for efficiency, 1 BR, 2 BR, and 3 BR's.

YES	NO	Garbage & Recycling Collection
X		Document how developers calculate how many are needed. Accessibility locations.
X		Identify waste management company to privately contract services for garbage and recycling.
If common waste areas vs. individual containers are offered:		
X		Areas shall be screened from view from public rights-of-way or adjacent properties.
X		Screening shall consist of a solid metal fence enclosure constructed of masonry/stone and shall be a min. of 6 ft. and max of 8 ft. tall.
X		Shrubs and other landscaping plantings shall be planted along such screens to help soften the appearance.
X		Waste receptacles shall be enclosed on the fourth side with a metal gate to contain trash or other debris.
X		The gate must be constructed of metal.
X		The gate side of the receptacle shall be oriented toward the interior of the site.
X		The gate is required to be always closed except for serving by the waste management contractor and site users.
X		All waste must be contained in the receptacle. Waste outside of the receptacle for any reason is prohibited and considered a health hazard.

YES	NO	Hydrants
X		All hydrants are Village owned and maintained.

Check full Recommended Standards for Inspection for Quality Materials and Workmanship

YES	NO	Landscaping Bordering Street and Highways
X		Berms and plantings in a combination of salt-resistant evergreens, deciduous trees, shrubs, ornamental grasses, and perennials for privacy and sound control are encouraged.
X		Berms shall be curvilinear and undulating.
X		Berms shall separate incompatible land uses (residential next to commercial) and eliminate adverse impact of noise, dust, vehicle headlights, light intrusion and other activities that will likely cause resident structures to be less desirable and a cause of complaints.

YES	NO	Lease
X		Include sample as Exhibit to confirm terms and conditions

YES	NO	Management - Accessory Building
X		An accessory building is required if development offers on-site management. Detail the location on site plan, building specifications, and use

YES	NO	Management - Maintenance Equipment, Inventory and Vehicles
X		All must be stored indoors in an accessory building

YES	NO	Management - Contact Information
X	X	Village Administration and Fire & Rescue Department require current contact information be on file for the purposes of public safety and emergency circumstances.

YES	NO	Parking for Tenants, and Guests
x		Include detail in Exhibit.
x		Parking locations shall be as convenient as possible to the entrance of each unit.
X		Parking on interior non-Village streets, particularly the distance to an intersection, must meet specifications of Somers Fire & Rescue.
X		Parking lots shall be screened for the purpose of minimizing views of parked cars from public right-of-way, adjoining property, and nearby buildings.
X		The end of every parking aisle shall have a landscaped island.

Smaller parking "clusters" are recommended to avoid a "shopping center" parking lot scene.

YES	NO	Patios and Balconies
x		Verify with Somers Fire & Rescue distance requirement from structure regarding grills.
X		Each unit requires a private open outdoor space of a ground level patio or upper-level balcony.
X		Balconies and patios shall be large enough to accommodate a comfortable space for seating and a table.
X		Covered ground and upper-level patios are desired to provide a high quality of living with summer shade, outdoor privacy, outdoor seating and dining and a natural landscape view from the unit.

YES	NO	Pets, Off-Leash Area
X		If ground and upper-level patios are desired to provide a high quality of living with summer shade, outdoor privacy, outdoor seating and dining and a natural landscape view from the unit.
X		Large enough to keep the area well-controlled.
X		Good drainage, preventing muddy conditions.
x		Access for people with mobility issues.
x		5'-6' sturdy fencing with gate.
x		Benches
x		Display rules
x		Waste station and trash receptacles
x		Lighting
x		Accessible paved path from parking area

Village Administration shall review security surveillance camera systems that may include public areas such as general common outdoor areas, building entrances, parking lots, parking garages, pools, courtyards, and hallways.

YES	NO	Signage
X		Incorporating "Somers, Wisconsin" on the development entrance.
X		Interior navigations signs are required to navigate visitors, law enforcement, and emergency vehicles.
X		Visible signage/address markers are required on all buildings for public safety identification and location.

YES	NO	Site Layout and Issues
X		Non-uniform, unvaried building placement and grid "look alike" street patterns should be avoided
X		A curvilinear design feature is encouraged, in all or part of the overall site layout to break up the site line of concrete and buildings.
X		Obvious service corridors, or alleys are prohibited.
X		Parking areas should be separated by a landscaping island, median, or landscaping walkway.
X		A generous buffer between buildings is encouraged as it screens views of neighbors, creates shaded outdoor space, and provides pleasant interior site walkways.
X		A generous buffer is recommended between buildings and any highway or street.

YES	NO	Snow Storage
x		Detail designated areas on site plan.

YES	NO	Sound Attenuation
	X	All buildings shall be constructed so that there is a soundproofing barrier between walls, ceilings, and floors of each unit with a minimum STC rating of no less than STC 60.
	X	All wastewater and storm water piping, within, adjacent to, or passing through a residential unit shall be enclosed within walls that have a minimum STC 60 rating, and/or the piping must be independently wrapped with an insulation that provides a minimum STC 60 rating. This must be noted on plans.

If a Village street, indicate preference for curb & gutter or rural road (ditches)

YES	NO	Streets – Internal Private
x		Detail and identify on site plan
X		Design requires approval from Somers Fire & Rescue.

YES	NO	Storage-Tenant
	x	Additional secured storage spaces to be available for common family storage needs

YES	NO	Unit Entrances
X		Private entrances are preferred. Entrances should be visibly emphasized, architecturally embellished, and accessible from a street and sidewalk. Interior hallway construction is strongly discouraged.
X		Entrances that cannot face a public street and sidewalk should face an internal pedestrian path that directly connects a street, sidewalk, or courtyard.
X		Private entrances should be accompanied by a covered porch, stoop, veranda, or other features that highlight the entry point, offer rain protection, and encourage leisure seating for outdoor enjoyment.

Interior hallway construction is strongly discouraged.

YES	NO	Unit Sizes
X		Unit or dwelling sizes in all residential zoning districts that fall below our current ordinance are prohibited.

YES	NO	Utility Placement
X		Village Administration shall review utility box placement location, preferably in the rear lot easement and not the street front.

Written Justification for Variance from Village Standards

Any item marked "No" must be accompanied by a **written justification** explaining the reason for non-compliance in the last section. Identify the standard, describe the reason for non-compliance, and explain the requested variance. If necessary, include supporting documents as attachments with your checklist to the Village.

To whom it may concern:

No Pool: Roers Companies' design standard for Midwestern based developments do not incorporate pool due to the limited use window as it relates to weather, up-keep / maintenance, and historically low usage by tenants. We are requesting a variance to not require a pool at this development.

Sound Attenuation: Roers Companies' design standards regarding wall soundproofing historically has been at a STC rating of 58-59. This has served more than 15,000 units and has never proved to be a concern in our experience or from the tenant's POV. We are requesting a variance to not be required to have a rating of STC 60.

Storage-tenant: In our current design, we do not have additional tenant storage. Historically if we do offer tenant storage, there is a very low usage rate, and creates an inefficiency. Furthermore, we typically charge for this item and since we are not charging for the garage access, we designed our garage to be larger to account for more space. We are requesting a variance to not require separate tenant storage space.

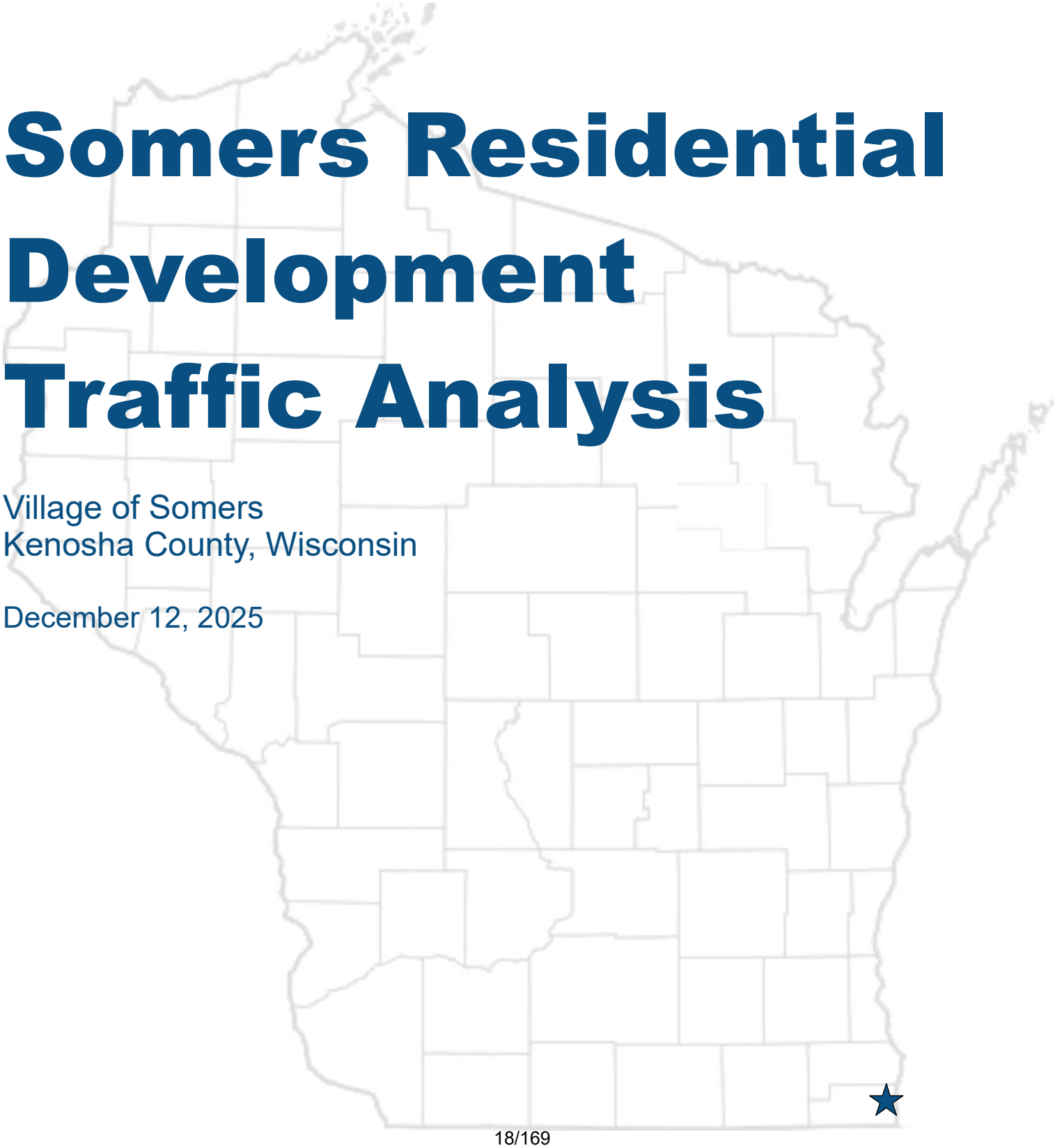
TRAFFIC ANALYSIS & DESIGN, INC.

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Somers Residential Development Traffic Analysis

Village of Somers
Kenosha County, Wisconsin

December 12, 2025



TRAFFIC IMPACT ANALYSIS FOR:

SOMERS RESIDENTIAL DEVELOPMENT

VILLAGE OF SOMERS, KENOSHA COUNTY, WISCONSIN

DATE SUBMITTED: Dec. 12, 2025

PREPARED FOR:
Roers Companies
Two Carlson Parkway, Suite 400
Plymouth, MN 55447
Contact Person: Nick Asta, Developer

PREPARED BY:
TADI
P.O. Box 128
Cedarburg, WI 53012
Phone: (614) 483-1297
Contact Person: Daniel Bieberitz, P.E., PTOE

"I certify that this Traffic Impact Analysis has been prepared by me or under my immediate supervision and that I have experience and training in the field of traffic and transportation engineering."

Daniel C. Bieberitz

Daniel Bieberitz, P.E., PTOE
TADI

Traffic Impact Analysis
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PART A – INTRODUCTION

A residential development is being proposed on the north side of CTH E/12th Street just west of the railroad tracks in the Village of Somers. The new development will consist of initially 200 multifamily units and the second phase will consist of up to 125 single family homes.

This traffic study summarizes the trip generation and traffic operations anticipated with the proposed development at the proposed site driveway intersection.

PART B – STUDY AREA

An aerial of the study area with the proposed development site location is shown in Exhibit 1. A conceptual site plan for the proposed development is shown in Exhibit 2.

The study area includes the intersection of CTH E and the proposed site driveway. Exhibit 3 shows the existing transportation details near the study area intersection.

CTH E/12th Street is an east/west principal arterial street with a 45-mph speed limit within the study area. According to the Wisconsin Department of Transportation (WisDOT), the 2024 annual average daily traffic (AADT) west of State Trunk Highway (STH) 32 was 4,600 vehicles per day (vpd). There is a multi-use path on the north side of CTH E within the study area. There is no street lighting along CTH E within the study area.

PART C – TRAFFIC VOLUMES

C1. Year 2017 Existing Traffic Volumes

TADI obtained directional hourly traffic counts (48-hour count) from WisDOT, which was from June 26-28, 2017 on CTH E just west of STH 32. Based on these hourly traffic counts, the AM peak hour is from 7:00 to 8:00 am and the PM peak hour is from 4:00 to 5:00 pm from the June 27, 2017 data. Exhibit 4 shows the existing peak hour traffic volumes.

Since the traffic count was completed in year 2017, traffic growth rates were obtained from WisDOT's planning level forecasts completed on STH 32 just north of CTH E. (WisDOT's planning level forecasts are only completed on their own system - STH, USH & interstates). The general growth rate is 0.8% per year, so traffic on CTH E was increased by 7% to the year 2025 traffic volumes.

In addition to the yearly growth rate, a factor for school traffic was added since the count was taken in June. A WisDOT permanent count station is located on STH 31 just south of CTH E, which has data for hourly traffic volumes per month of the year. The September 2025 data was compared to the June 2025 data on STH 31 to determine variations in traffic between these two months. The AM peak hour showed that traffic in September is on average 5% higher than June. However, for the PM peak hour, traffic is relatively the same between June and September. Therefore, traffic was increased on CTH E for the AM peak hour by 5% to account for school traffic. The updated year 2025 project traffic volumes, taking into account the growth rate from 2017 and the school traffic, is shown on Exhibit 5.

The WisDOT direction counts are included in Appendix A.

C2. Proposed Development Access

The development has one proposed full access driveway along CTH E approximately 380 feet west of the railroad tracks or 1,460 feet west of STH 32. This access will also serve the future single family portion of development. See Exhibit 2 for proposed site driveway location.

C3. Trip Generation & Distribution

Trips for the proposed development were calculated based on the Institute of Transportation Engineers (ITE) *Trip Generation Manual, 11th Edition*. ITE land uses #220 Multifamily Housing (Low Rise, Not Close to Rail Transit) and #210 Single-Family Detached Housing were used for the trip generation of the development. The initial phase will include 200 multifamily units and is expected to break ground in the summer of 2026. The final phase of the development will include up to 125 single family homes and is expected to break ground in the Fall of 2026.

The development trip generation tables for the initial phase of the development (200 multifamily units) and the total build of the development (200 multifamily units and 125 single family homes) are shown on Exhibit 6. As shown on Exhibit 6, the initial build development is expected to generate 1,360 trips on a typical weekday with 85 trips (20 in/65 out) during the weekday AM peak hour and 105 trips (65 in/40 out) during the weekday PM peak hour.

The total build of the development is expected to generate 2,600 trips on a typical weekday with 175 trips (45 in/130 out) during the weekday AM peak hour and 230 trips (145 in/85 out) during the weekday PM peak hour.

The trip distribution of new site trips was based on the existing peak hour traffic count along CTH E and AADT volumes along STH 32 and CTH Y. The distribution of the development trips is listed below and shown graphically on Exhibit 7.

- 40% to/from west on CTH E
- 60% to/from east on CTH E

The new trips for the initial build were assigned to the study intersections based on their respective trip distribution percentages. The traffic assignments of the initial build development trips are shown on Exhibit 8. The Year 2026 initial build traffic volumes, shown in Exhibit 9, were determined by summing the Year 2025 projected traffic volumes (Exhibit 5) and the initial development new trips shown in Exhibit 8.

The traffic assignments of the total build development new trips are shown on Exhibit 10. The Year 2035 total build traffic volumes, shown in Exhibit 11, were determined by summing the Year 2025 projected traffic volumes (Exhibit 5) and the total development new trips shown in Exhibit 10.

PART D – INTERSECTION CAPACITY ANALYSIS

D1. Level of Service Definitions

The study area intersections were analyzed based on the procedures set forth in the *Highway Capacity Manual, 7th Edition* (HCM). Intersection operation is defined by "Level of Service." Level of Service (LOS) is a quantitative measure that refers to the overall quality of flow at an intersection ranging from very good, represented by LOS 'A', to very poor, represented by LOS 'F'. For the purpose of this study and as a standard in southeast Wisconsin, LOS D or better was used to define desirable peak hour operating conditions at the study area intersections. Descriptions of the various levels of service are shown in Table 1.

Table 1: Level of Service Descriptions

LOS	Control Delay/Vehicle (sec/veh)	Unsignalized Intersection - Traffic Flow Description	Relative Delay
A	≤10	Free-flow traffic operations at avearge travel speeds. Vehicles completely unimpeded in ability to maneuver.	Short Delays
B	> 10 - 15	Reasonably unimpeded traffic operations at average travel speeds. Vehicle maneuverability slightly restricted. Low traffic delays.	
C	> 15 - 25	Stable traffic operations. Lane changes becoming more restricted. Travel speeds reduced to half of average free flow travel speeds. Longer intersection delays.	
D	> 25 - 35	Small increases in traffic flow can cause increased delays. Delays likely attributable to increased traffic and less acceptable gaps in traffic at two-way stop intersections.	Moderate Delays
E	> 35 - 50	Significant delays. Travel speeds reduced to one-third of average free flow travel speed.	
F	> 50	Extremely low speeds. Intersection congestion. Long delays. Extensive traffic queues at intersections.	Long Delays

Source: Highway Capacity Manual, Transportation Research Board, Washington, D.C., 2010

D2. Traffic Operations – Year 2026 Initial Build Volumes

The analysis of the Year 2026 initial build traffic volumes was conducted using and the traffic volumes in Exhibit 9 and the intersection geometry of one southbound shared left-turn/right-turn lane with stop control for the proposed site driveway and one approach lane for each direction on CTH E (free-flow). Based on the results of the capacity analysis (LOS, delay, and queue length) as shown on Table 2, all movements are expected to operate at a LOS B or better at the site driveway intersection.

Table 2
Year 2026 Initial Build Traffic Peak Hour Operating Conditions
With Existing Geometrics with Side-Street Traffic Control

Intersection	Peak Hour	Metric	Level of Service (LOS) per Movement by Approach												I/S LOS & Delay
			Eastbound			Westbound			Northbound			Southbound			
			↗	→	↘	↙	←	↖	↖	↑	↗	↘	↓	↙	
		Lanes->	*1*	-	-	*1*			-			*1*			
Node 100: CTH E & Site Driveway *One-Way Stop Control*	AM	LOS	A	-	-	*			-			B			A
		Delay	7.4	-	-	*			-			10			2.3
		Queue	0'	-	-	*			-			25'			
	PM	LOS	A	-	-	*			-			B			A
		Delay	7.8	-	-	*			-			11.4			1.4
		Queue	25'	-	-	*			-			25'			

(-) indicates a movement that is prohibited or does not exist; (*) indicates a freeflow movement.
Delay is reported in seconds. Queue is the maximum of the 50th & 95th percentile queue, measured in feet.

The analysis worksheets of the existing conditions are included in Appendix B.

D3. Traffic Operations – Year 2035 Total Build Volumes

The analysis for Year 2035 total build traffic volumes was conducted using the same geometry as the initial build analysis and the traffic volumes in Exhibit 11. Based on the results of the capacity analysis as shown on Table 3, all movements are shown to continue to operate at a LOS B or better at the site driveway intersection.

Table 3
Year 2035 Total Build Traffic Peak Hour Operating Conditions
With Existing Geometrics with Side-Street Traffic Control

Intersection	Peak Hour	Metric	Level of Service (LOS) per Movement by Approach												I/S LOS & Delay
			Eastbound			Westbound			Northbound			Southbound			
			↗	→	↘	↙	←	↖	↖	↑	↗	↘	↓	↙	
Node 100: CTH E & Site Driveway *One-Way Stop Control*		*Lanes->*	*1*		-	-	*1*		-			*1*			
	AM	LOS	A		-	-	*		-			B			A
		Delay	7.4		-	-	*		-			10.8			3.8
		Queue	0'		-	-	*		-			25'			
	PM	LOS	A		-	-	*		-			B			A
		Delay	8.1		-	-	*		-			13.1			2.7
		Queue	25'		-	-	*		-			25'			

(-) indicates a movement that is prohibited or does not exist; (*) indicates a freeflow movement.
Delay is reported in seconds. Queue is the maximum of the 50th & 95th percentile queue, measured in feet.

An additional analysis was conducted with a westbound right-turn lane at the site driveway and with the year 2035 total build traffic volumes. (See Part E for right-turn lane warrants.) From Table 4, all movements are shown to continue to operate at a LOS B or better at the study intersection with the westbound right-turn lane.

Table 4
Year 2035 Total Build Traffic Peak Hour Operating Conditions
With WB Right-Turn Lane & Side-Street Traffic Control

Intersection	Peak Hour	Metric	Level of Service (LOS) per Movement by Approach												I/S LOS & Delay
			Eastbound			Westbound			Northbound			Southbound			
			↗	→	↘	↙	←	↖	↖	↑	↗	↘	↓	↙	
Node 100: CTH E & Site Driveway *One-Way Stop Control*		*Lanes->*	*1*		-	-	*1*	*1*	-			*1*			
	AM	LOS	A		-	-	*	*	-			B			A
		Delay	7.4		-	-	*	*	-			10.7			3.8
		Queue	0'		-	-	*	*	-			25'			
	PM	LOS	A		-	-	*	*	-			B			A
		Delay	8.1		-	-	*	*	-			12.5			2.6
		Queue	25'		-	-	*	*	-			25'			

(-) indicates a movement that is prohibited or does not exist; (*) indicates a freeflow movement.
Delay is reported in seconds. Queue is the maximum of the 50th & 95th percentile queue, measured in feet.

The analysis worksheets are included in Appendix C.

PART E – LEFT/RIGHT-TURN LANE WARRANTS

Left and right-turn lane warrants were analyzed following WisDOT's Facilities Development Manual (FDM), Sections 11-25-5.2 and 10.3. The proposed site driveway intersection was analyzed with the left-turn and right-turn lane charts, which are shown on Exhibit 12 for the year 2026 initial build volumes and Exhibit 13 for the year 2035 total build traffic volumes.

Based on the year 2026 initial build traffic volumes, left-turn and right-turn lanes are <u>not</u> warranted at the site driveway. (The volumes represented in the red and blue dots are shown to the left of their respective colored lines.) However, based on the year 2035 total build traffic volumes, a westbound right-turn lane <u>is</u> warranted based on the PM peak hour, but not an eastbound left-turn lane.

PART F – RECOMMENDED MODIFICATIONS

Modifications are for jurisdictional consideration and are not legally binding. The Village of Somers and Kenosha County reserves the right to determine alternative solutions.

The recommended modifications at the proposed site driveway intersection are shown for the initial build of development (200 multifamily units) and the total build of the development (multifamily plus 125 single family homes).

Based on the year 2026 initial build development traffic, capacity analysis, and the turn lane warrants, the following improvements are recommended for the initial development, which are also shown on Exhibit 14:

CTH E/12th Street at Proposed Site Driveway

- Construct the proposed access drive with one southbound approach lane (shared left/right-turn) with side-street stop control.
- No additional improvements are needed on CTH E.

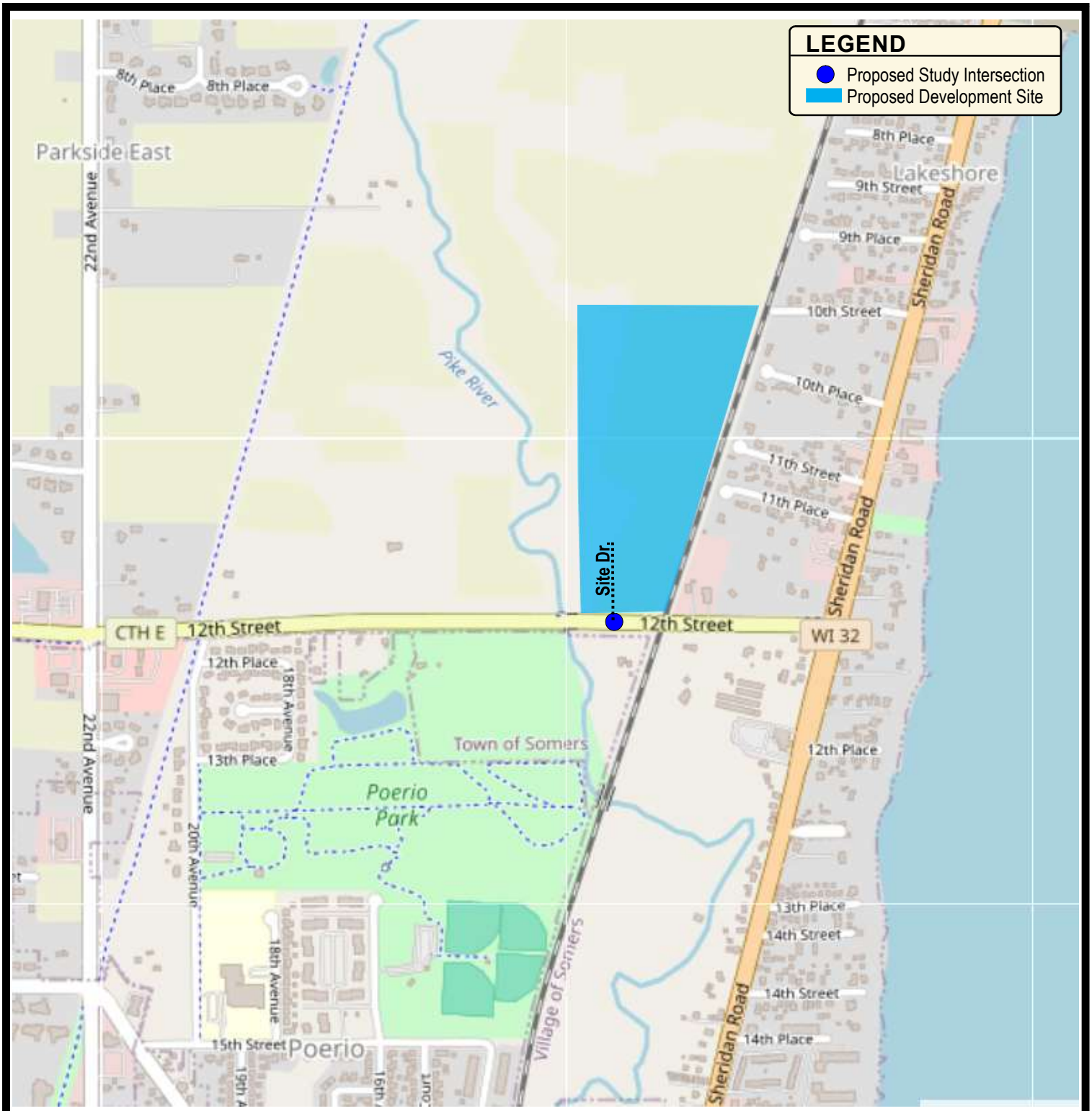
Based on the year 2035 total build development traffic, capacity analysis, and the turn lane warrants, the following additional improvements are recommended for the total build development, which are also shown on Exhibit 15:

CTH E/12th Street at Proposed Site Driveway

- Construct a 100-foot westbound right-turn lane with a 150-foot taper on CTH E.

PART G – CONCLUSION

With the addition of the proposed residential development, traffic volumes will increase along CTH E and the surrounding arterials; however, all movements at the proposed site driveway are expected to operate safely and efficiently with the recommended improvements.



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EXHIBIT 1
SITE LOCATION MAP

SOMERS, WISCONSIN



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EXHIBIT 2
CONCEPTUAL SITE PLAN

SOMERS, WISCONSIN



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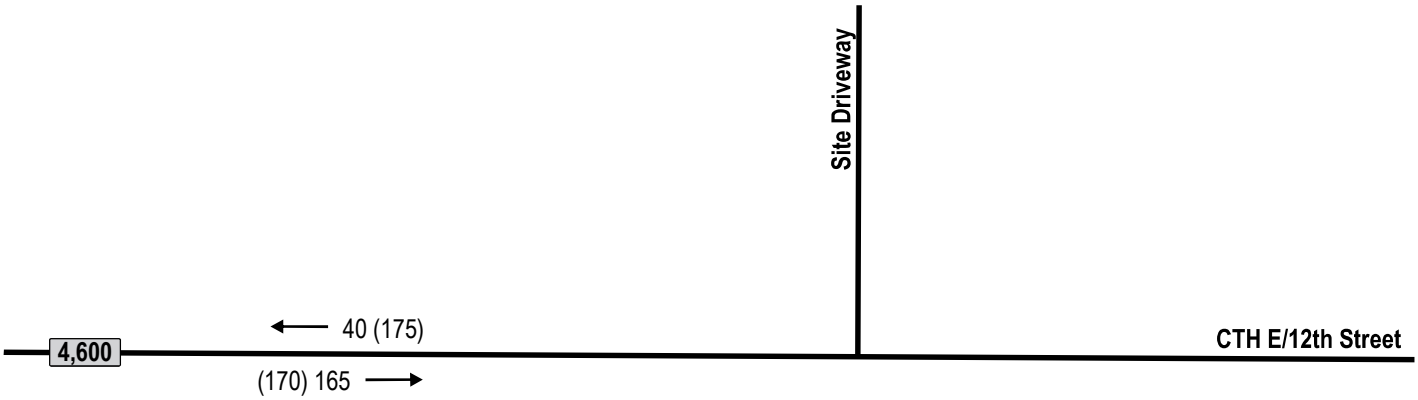
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EXHIBIT 3
EXISTING TRANSPORTATION DETAIL

SOMERS, WISCONSIN

LEGEND

XX	AM Peak Hour Volumes (7:00 - 8:00 AM)
(XX)	PM Peak Hour Volumes (4:00 - 5:00 PM)
-	Negligible Traffic Volumes (Fewer than 3 vph)
X,XXX	Year 2024 Annual Average Daily Traffic (AADT)



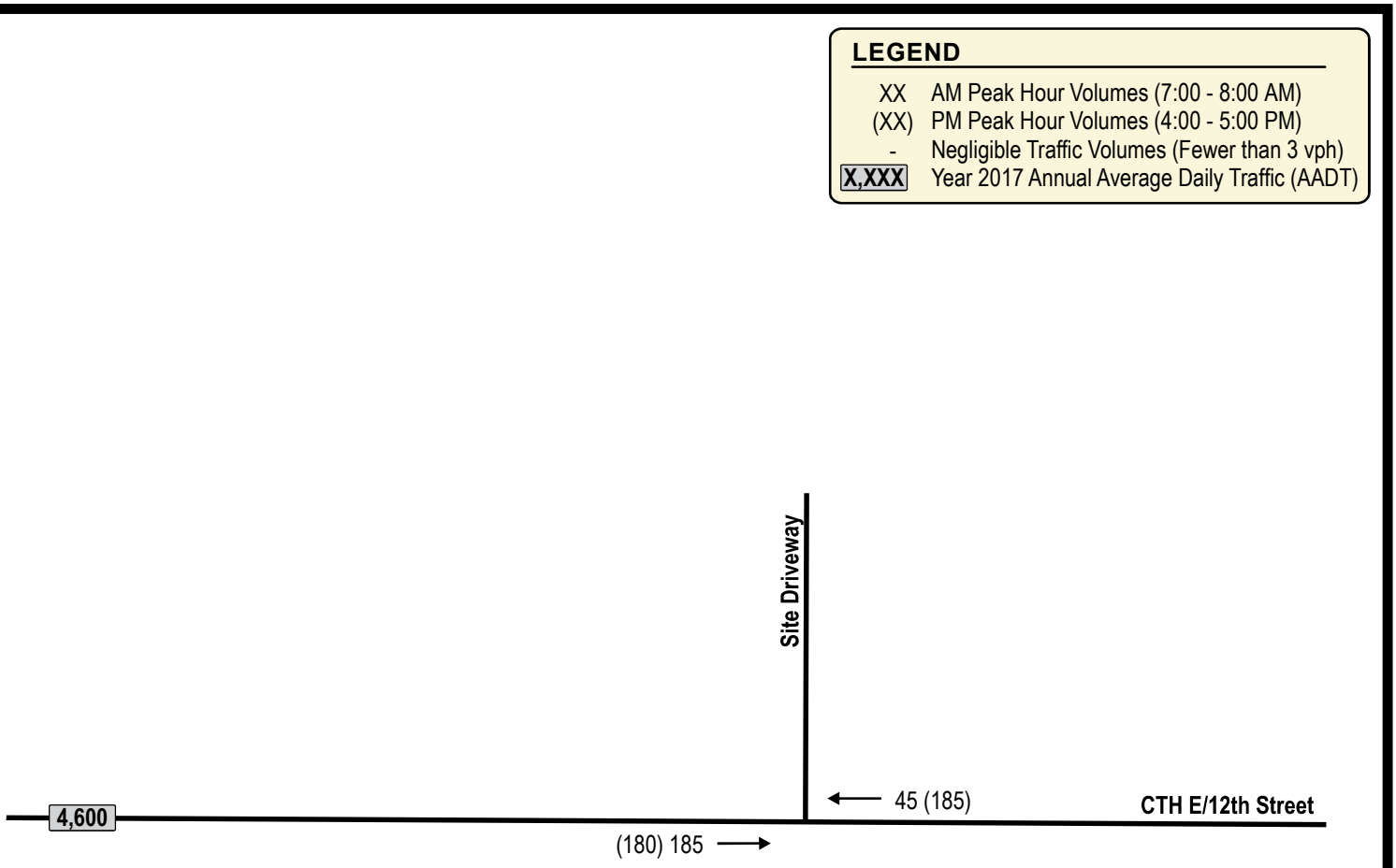
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EXHIBIT 4
YEAR 2017 EXISTING TRAFFIC VOLUMES

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EXHIBIT 5
YEAR 2025 PROJECTED TRAFFIC VOLUMES

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On-Site Trip Generation Table [1] - Initial Build

Land Use	ITE Code	Proposed Size	Weekday Daily	AM Peak In	AM Peak Out	AM Peak Total	PM Peak In	PM Peak Out	PM Peak Total
Multifamily Housing (Low-Rise) (Not Close to Rail Transit)	220	200 Units	1,360 FCE	20 (24%)	65 (76%)	85 FCE	65 (63%)	40 (37%)	105 FCE
Total New Trips			**1,360**	**20**	**65**	**85**	**65**	**40**	**105**

[1] ITE Trip Rates (X.XX) and/or Fitted Curve Equations (FCE) are from the ITE Trip Generation Manual, 11th Edition.

TRIP DISTRIBUTION

West on CTH E	40%	540	10	25		25	15
East on CTH E	60%	820	10	40		40	25
	100%	***1360***	***20***	***65***		***65***	***40***

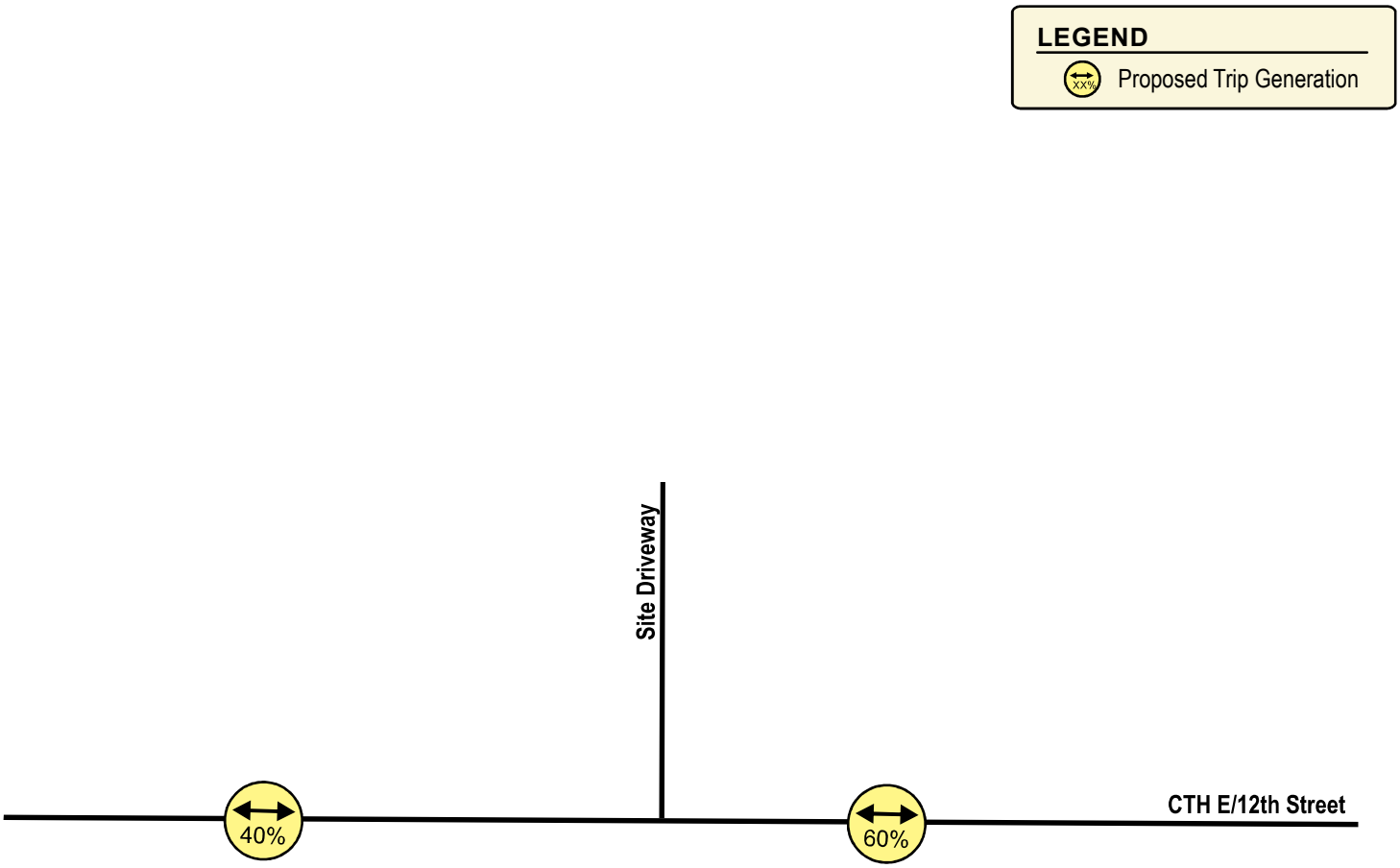
On-Site Trip Generation Table [1] - Total Build

Land Use	ITE Code	Proposed Size	Weekday Daily	AM Peak In	AM Peak Out	AM Peak Total	PM Peak In	PM Peak Out	PM Peak Total
Multifamily Housing (Low-Rise) (Not Close to Rail Transit)	220	200 Units	1,360 FCE	20 (24%)	65 (76%)	85 FCE	65 (63%)	40 (37%)	105 FCE
Single-Family Detached Housing	210	125 Units	1,240 FCE	25 (25%)	65 (75%)	90 FCE	80 (63%)	45 (37%)	125 FCE
Total New Trips			**2,600**	**45**	**130**	**175**	**145**	**85**	**230**

[1] ITE Trip Rates (X.XX) and/or Fitted Curve Equations (FCE) are from the ITE Trip Generation Manual, 11th Edition.

TRIP DISTRIBUTION

West on CTH E	40%	1040	20	50		60	35
East on CTH E	60%	1560	25	80		85	50
	100%	***2600***	***45***	***130***		***145***	***85***



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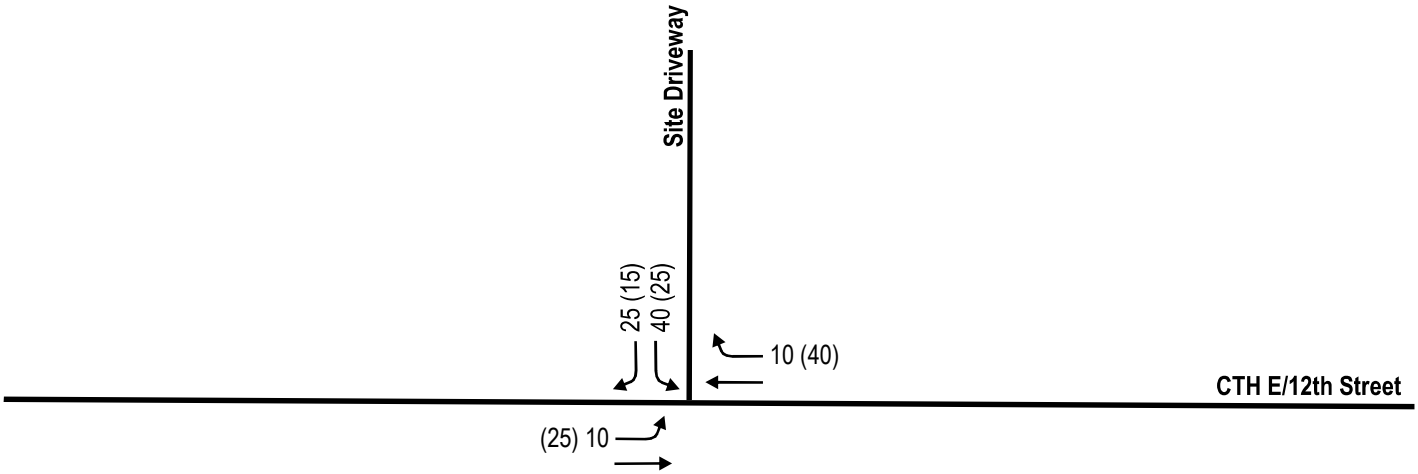
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EXHIBIT 7
TRIP DISTRIBUTION DIAGRAM

SOMERS, WISCONSIN

LEGEND

XX	AM Peak Hour Volumes (7:00 - 8:00 AM)
(XX)	PM Peak Hour Volumes (4:00 - 5:00 PM)
-	Negligible Traffic Volumes (Fewer than 3 vph)



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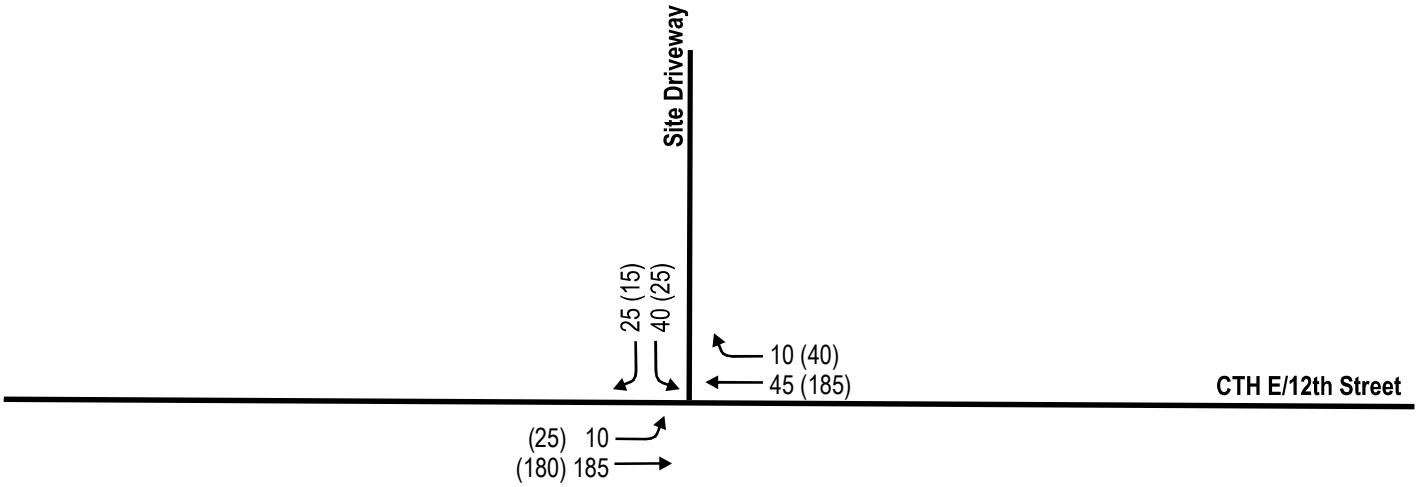
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EXHIBIT 8
INITIAL DEVELOPMENT NEW TRIPS

SOMERS, WISCONSIN

LEGEND

XX	AM Peak Hour Volumes (7:00 - 8:00 AM)
(XX)	PM Peak Hour Volumes (4:00 - 5:00 PM)
-	Negligible Traffic Volumes (Fewer than 3 vph)



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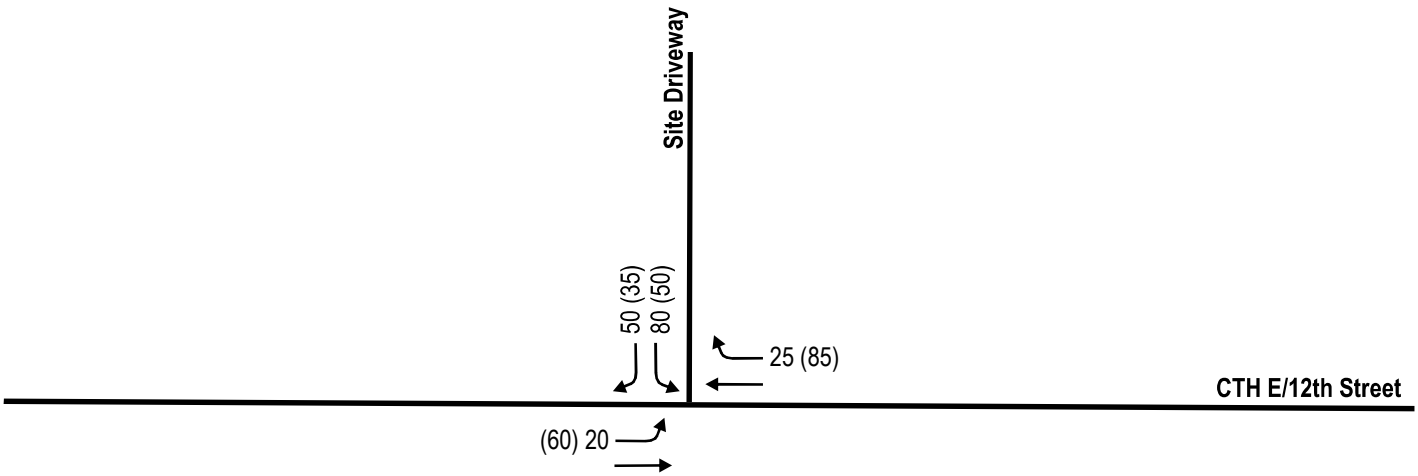
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EXHIBIT 9
YEAR 2026 INITIAL BUILD TRAFFIC VOLUMES

SOMERS, WISCONSIN

LEGEND

XX	AM Peak Hour Volumes (7:00 - 8:00 AM)
(XX)	PM Peak Hour Volumes (4:00 - 5:00 PM)
-	Negligible Traffic Volumes (Fewer than 3 vph)



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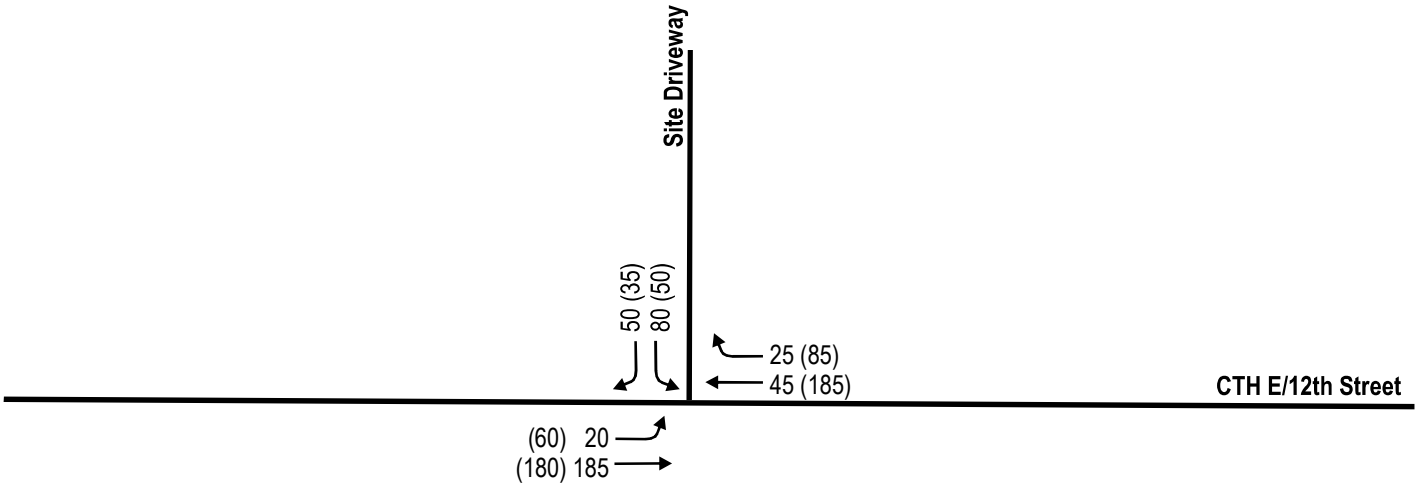
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EXHIBIT 10
YEAR 2035 TOTAL BUILDOUT NEW TRIPS

SOMERS, WISCONSIN

LEGEND

XX	AM Peak Hour Volumes (7:00 - 8:00 AM)
(XX)	PM Peak Hour Volumes (4:00 - 5:00 PM)
-	Negligible Traffic Volumes (Fewer than 3 vph)



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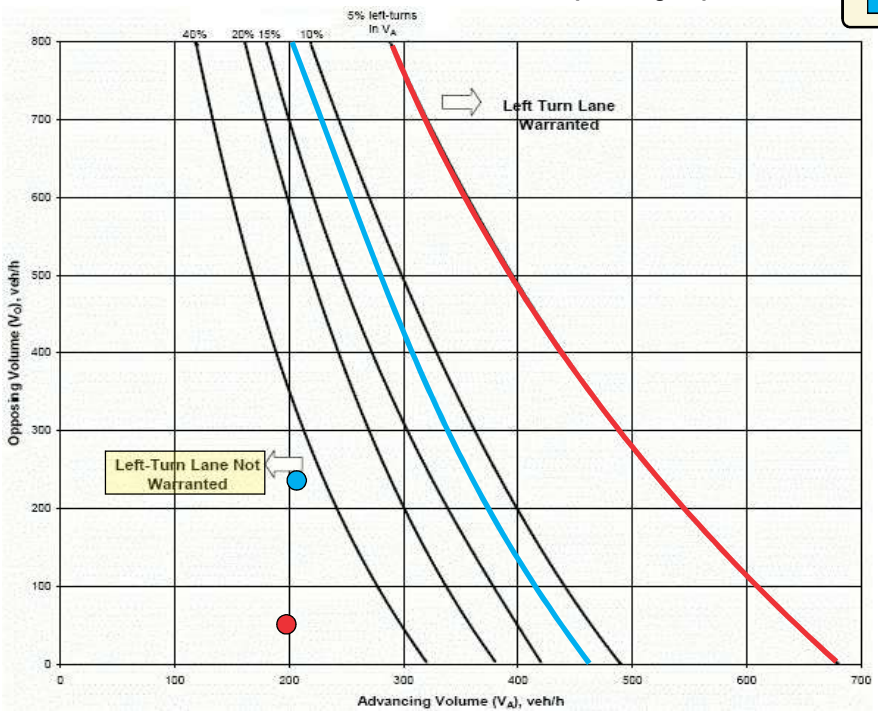
EXHIBIT 11
YEAR 2035 TOTAL BUILD TRAFFIC VOLUMES

SOMERS, WISCONSIN

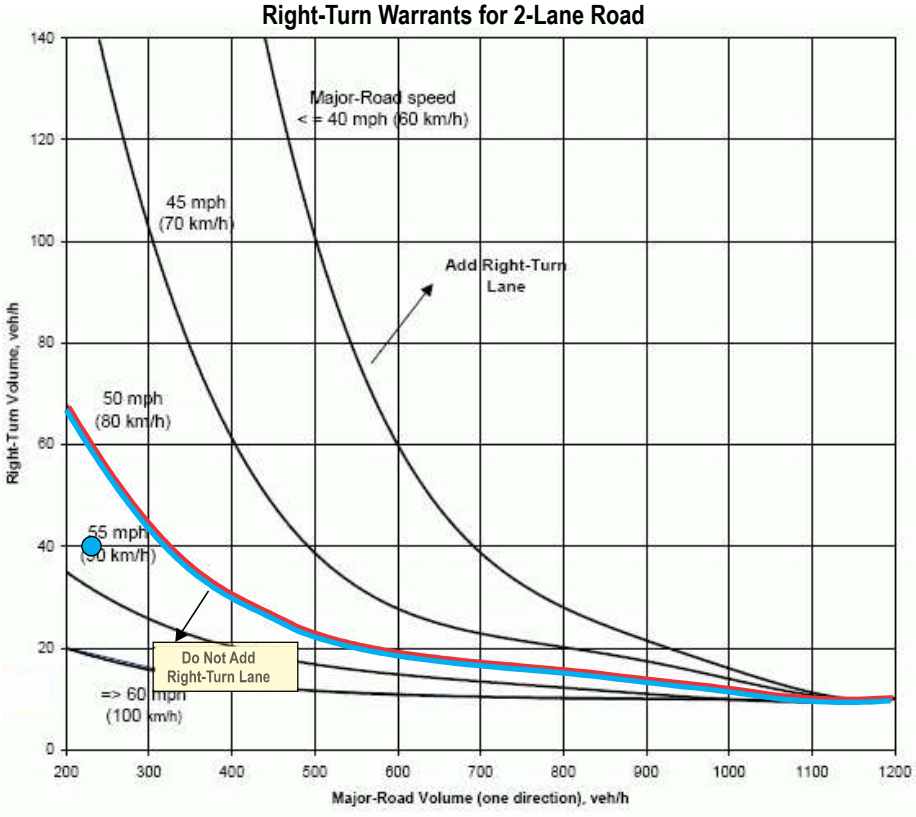
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- AM Peak Hour Data
- PM Peak Hour Data

Left-Turn Warrant for 2-Lane Road with 50mph Design Speed



Right-Turn Warrants for 2-Lane Road



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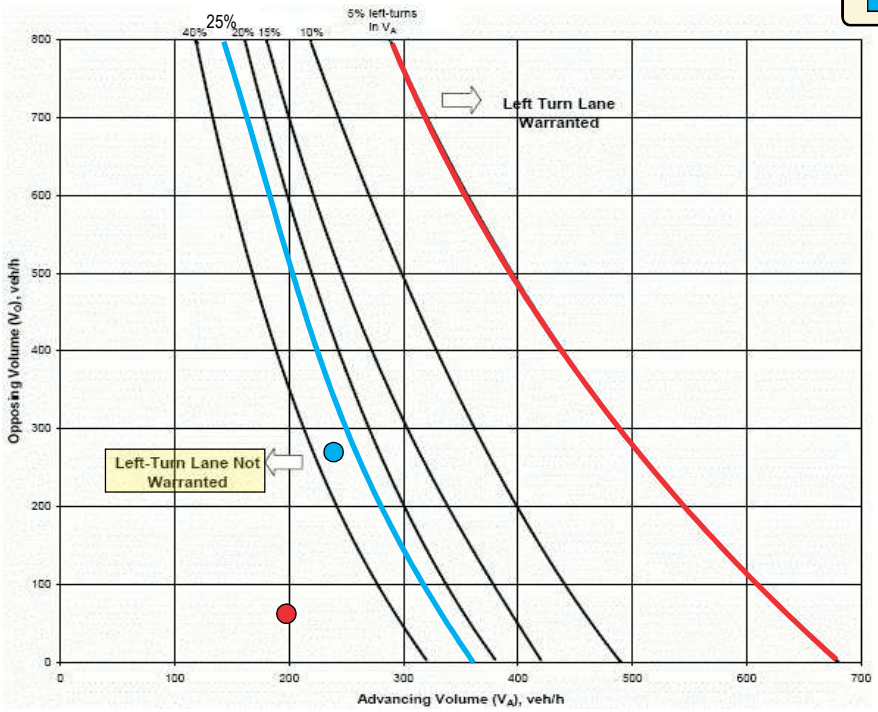
EXHIBIT 12
LEFT-TURN AND RIGHT-TURN LANE WARRANTS
BASED ON 2026 INITIAL BUILD TRAFFIC VOLUMES
CTH E & SITE DRIVEWAY

SOMERS, WISCONSIN

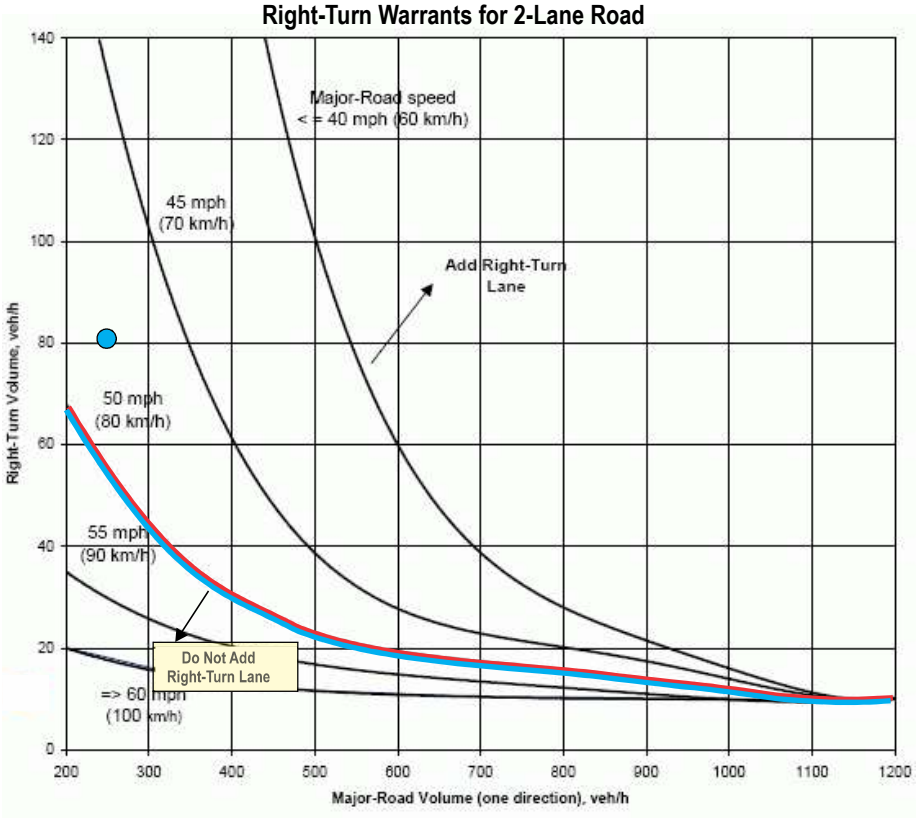
LEGEND

- AM Peak Hour Data
- PM Peak Hour Data

Left-Turn Warrant for 2-Lane Road with 50mph Design Speed



Right-Turn Warrants for 2-Lane Road



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N

NOT TO SCALE

EXHIBIT 13
LEFT-TURN AND RIGHT-TURN LANE WARRANTS
BASED ON 2035 TOTAL BUILD TRAFFIC VOLUMES
CTH E & SITE DRIVEWAY

SOMERS, WISCONSIN

LEGEND

- Stop Sign Control
- Existing Lane Configuration
- Planned Lane Configuration
- BLUE Proposed Modifications



TADI
TRAFFIC ANALYSIS & DESIGN, INC.
3573; 12/10/25

N
NOT TO SCALE

EXHIBIT 14
YEAR 2026 INITIAL BUILD OF DEVELOPMENT
RECOMMENDED MODIFICATIONS

SOMERS, WISCONSIN



TADI
TRAFFIC ANALYSIS & DESIGN, INC.
3573; 12/10/25

N
NOT TO SCALE

EXHIBIT 15
YEAR 2035 TOTAL BUILD OF DEVELOPMENT
RECOMMENDED MODIFICATIONS

SOMERS, WISCONSIN

Appendix A
Traffic

Existing Traffic Counts

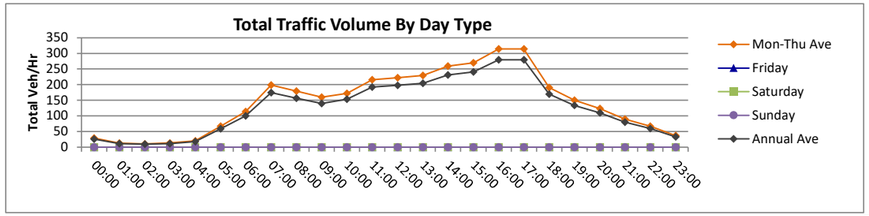
Wisconsin Department of Transportation

Hourly Traffic Volume Report **2017-Jun-26 to 2017-Jun-28**

Coverage Count

48 Hour Count - Averages and Graphs Do Not Include All Days

Location	**CTH E WEST OF STH 32 SOMERS TNSHP**	Segment ID	
Site #	300591	Seasonal Factor Group	2
Region	SE	Daily Factor Group	2
County	KENOSHA	Axle Factor Group	5
Funct. Class	U Principal Arterial - Other	Growth Factor Group	1



Hour	Sun			Mon 2017-06-26			Tues 2017-06-27			Wed 2017-06-28			Thur			Fri			Sat		
	Pos Dir	Neg Dir	*Total*	Pos Dir	Neg Dir	*Total*	Pos Dir	Neg Dir	*Total*	Pos Dir	Neg Dir	*Total*	Pos Dir	Neg Dir	*Total*	Pos Dir	Neg Dir	*Total*	Pos Dir	Neg Dir	*Total*
00:00-00:59			-			-	16	11	*27*	21	11	*32*			-			-			-
01:00-01:59			-			-	7	5	*12*	9	5	*14*			-			-			-
02:00-02:59			-			-	6	5	*11*	11	0	*11*			-			-			-
03:00-03:59			-			-	10	4	*14*	10	3	*13*			-			-			-
04:00-04:59			-			-	10	7	*17*	14	10	*24*			-			-			-
05:00-05:59			-			-	37	29	*66*	39	29	*68*			-			-			-
06:00-06:59			-			-	82	33	*115*	83	30	*113*			-			-			-
07:00-07:59			-			-	167	42	*209*	151	38	*189*			-			-			-
08:00-08:59			-			-	133	48	*181*	128	49	*177*			-			-			-
09:00-09:59			-			-	117	47	*164*	111	45	*156*			-			-			-
10:00-10:59			-	89	66	*155*	104	86	*190*			-			-			-			-
11:00-11:59			-	102	97	*199*	113	119	*232*			-			-			-			-
12:00-12:59			-	106	100	*206*	119	119	*238*			-			-			-			-
13:00-13:59			-	105	121	*226*	111	122	*233*			-			-			-			-
14:00-14:59			-	125	123	*248*	128	143	*271*			-			-			-			-
15:00-15:59			-	119	137	*256*	156	128	*284*			-			-			-			-
16:00-16:59			-	158	126	*284*	169	175	*344*			-			-			-			-
17:00-17:59			-	157	141	*298*	189	141	*330*			-			-			-			-
18:00-18:59			-	132	58	*190*	124	67	*191*			-			-			-			-
19:00-19:59			-	94	50	*144*	119	37	*156*			-			-			-			-
20:00-20:59			-	82	34	*116*	79	52	*131*			-			-			-			-
21:00-21:59			-	62	25	*87*	63	29	*92*			-			-			-			-
22:00-22:59			-	45	18	*63*	56	15	*71*			-			-			-			-
23:00-23:59			-	20	14	*34*	33	8	*41*			-			-			-			-
Daily Total	-	-	-	-	-	-	**2,148**	**1,472**	***3,620***	-	-	-	-	-	-	-	-	-	-	-	-
AM Peak	-	-	-	-	-	-	**167**	**48**	***209***	**151**	**49**	***189***	-	-	-	-	-	-	-	-	-
Hour	-	-	-	-	-	-	07:00	08:00	*07:00*	07:00	08:00	*07:00*	-	-	-	-	-	-	-	-	-
MD Peak	-	-	-	**125**	**123**	***248***	**128**	**143**	***271***	-	-	-	-	-	-	-	-	-	-	-	-
Hour	-	-	-	14:00	14:00	*14:00*	14:00	14:00	*14:00*	-	-	-	-	-	-	-	-	-	-	-	-
PM Peak	-	-	-	**158**	**141**	***298***	**189**	**175**	***344***	-	-	-	-	-	-	-	-	-	-	-	-
Hour	-	-	-	16:00	17:00	*17:00*	17:00	16:00	*16:00*	-	-	-	-	-	-	-	-	-	-	-	-
Daily Peak	-	-	-	-	-	-	**189**	**175**	***344***	-	-	-	-	-	-	-	-	-	-	-	-
Hour	-	-	-	-	-	-	17:00	16:00	*16:00*	-	-	-	-	-	-	-	-	-	-	-	-
% of Total	-	-	-	-	-	-	8.8%	11.9%	*9.5%*	-	-	-	-	-	-	-	-	-	-	-	-
Daily Ave	-	-	-	-	-	-	**90**	**61**	***151***	-	-	-	-	-	-	-	-	-	-	-	-

Seasonal Fctr				0.924	0.924		0.924	0.924		0.924	0.924										
Daily Fctr				0.981	0.981		0.948	0.948		0.948	0.948										
Axle Factor				0.500	0.500		0.500	0.500		0.500	0.500										
Pulse Fctr				2.000	2.000		2.000	2.000		2.000	2.000										
Overall Fctr	0.000	0.000		0.906	0.906		0.876	0.876		0.876	0.876		0.000	0.000		0.000	0.000		0.000	0.000	

Hour	Mon-Thurs Average			Mon-Fri Average			7 Day Average			Estimated Annual Ave		
	Pos Dir	Neg Dir	*Total*	Pos Dir	Neg Dir	*Total*	Pos Dir	Neg Dir	*Total*	Pos Dir	Neg Dir	*Total*
00:00-00:59	19	11	*30*	-	-	-	-	-	-	16	10	*26*
01:00-01:59	8	5	*13*	-	-	-	-	-	-	7	4	*11*
02:00-02:59	9	3	*11*	-	-	-	-	-	-	7	2	*10*
03:00-03:59	10	4	*14*	-	-	-	-	-	-	9	3	*12*
04:00-04:59	12	9	*21*	-	-	-	-	-	-	11	7	*18*
05:00-05:59	38	29	*67*	-	-	-	-	-	-	33	25	*59*
06:00-06:59	83	32	*114*	-	-	-	-	-	-	72	28	*100*
07:00-07:59	159	40	*199*	-	-	-	-	-	-	139	35	*174*
08:00-08:59	131	49	*179*	-	-	-	-	-	-	114	42	*157*
09:00-09:59	114	46	*160*	-	-	-	-	-	-	100	40	*140*
10:00-10:59	97	76	*173*	-	-	-	-	-	-	86	68	*153*
11:00-11:59	108	108	*216*	-	-	-	-	-	-	96	96	*192*
12:00-12:59	113	110	*222*	-	-	-	-	-	-	100	97	*198*
13:00-13:59	108	122	*230*	-	-	-	-	-	-	96	108	*204*
14:00-14:59	127	133	*260*	-	-	-	-	-	-	113	118	*231*
15:00-15:59	138	133	*270*	-	-	-	-	-	-	122	118	*240*
16:00-16:59	164	151	*314*	-	-	-	-	-	-	146	134	*279*
17:00-17:59	173	141	*314*	-	-	-	-	-	-	154	126	*280*
18:00-18:59	128	63	*191*	-	-	-	-	-	-	114	56	*170*
19:00-19:59	107	44	*150*	-	-	-	-	-	-	95	39	*134*
20:00-20:59	81	43	*124*	-	-	-	-	-	-	72	38	*110*
21:00-21:59	63	27	*90*	-	-	-	-	-	-	56	24	*80*
22:00-22:59	51	17	*67*	-	-	-	-	-	-	45	15	*60*
23:00-23:59	27	11	*38*	-	-	-	-	-	-	24	10	*33*
Daily Total	**2,061**	**1,401**	***3,462***	-	-	-	-	-	-	**1,826**	**1,244**	**3,070**
AM Peak	**159**	**49**	***199***	-	-	-	-	-	-	**139**	**42**	***174***
Hour	07:00	08:00	*07:00*	-	-	-	-	-	-	07:00	08:00	*07:00*
MD Peak	**127**	**133**	***260***	-	-	-	-	-	-	**113**	**118**	***231***
Hour	14:00	14:00	*14:00*	-	-	-	-	-	-	14:00	14:00	*14:00*
PM Peak	**173**	**151**	***314***	-	-	-	-	-	-	**154**	**134**	***280***
Hour	17:00	16:00	*16:00*	-	-	-	-	-	-	17:00	16:00	*17:00*
Daily Peak	**173**	**151**	***314***	-	-	-	-	-	-	**154**	**134**	***280***
Hour	17:00	16:00	*16:00*	-	-	-	-	-	-	17:00	16:00	*17:00*
% of Total	8.4%	10.7%	*9.1%*	-	-	-	-	-	-	8.4%	10.8%	*9.1%*
Daily Ave	**86**	**58**	***144***	-	-	-	-	-	-	**76**	**52**	***128***

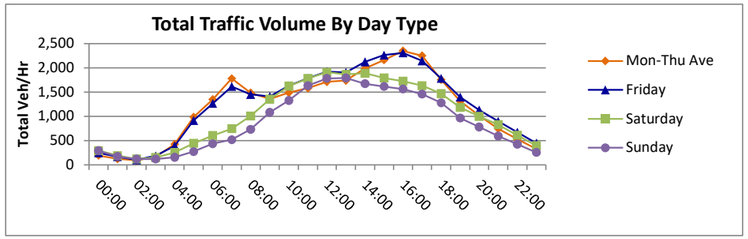
Wisconsin Department of Transportation

Monthly Average Hourly Volume by Day of Week

Jun 2025

Continuous Count

Location	**STH 31 - SOUTH OF CTH E**	Segment ID	6945
Site #	306104	Seasonal Factor Group	2
Region	SE	Daily Factor Group	2
County	KENOSHA	Axle Factor Group	5
Funct. Class	U Principal Arterial - Other	Growth Factor Group	1



Hour	Sundays			Mondays			Tuesdays			Wednesdays			Thursdays			Fridays			Saturdays		
	Pos Dir	Neg Dir	*Total*	Pos Dir	Neg Dir	*Total*	Pos Dir	Neg Dir	*Total*	Pos Dir	Neg Dir	*Total*	Pos Dir	Neg Dir	*Total*	Pos Dir	Neg Dir	*Total*	Pos Dir	Neg Dir	*Total*
00:00-00:59	147	145	*292*	75	71	*146*	126	85	*211*	136	79	*214*	133	82	*215*	148	100	*248*	163	130	*294*
01:00-01:59	93	80	*173*	47	45	*92*	76	61	*137*	72	56	*129*	83	57	*140*	96	72	*168*	106	84	*190*
02:00-02:59	63	56	*119*	36	38	*75*	54	49	*102*	58	44	*101*	57	43	*99*	59	46	*105*	71	49	*119*
03:00-03:59	52	68	*119*	54	94	*147*	73	97	*170*	68	100	*168*	87	95	*182*	74	113	*187*	70	83	*153*
04:00-04:59	87	68	*155*	176	248	*424*	189	245	*434*	184	251	*436*	181	233	*414*	176	217	*393*	122	134	*256*
05:00-05:59	127	146	*273*	461	480	*941*	516	515	*1,030*	480	491	*971*	483	516	*998*	457	460	*917*	231	214	*445*
06:00-06:59	210	226	*435*	600	695	*1,295*	642	747	*1,389*	621	721	*1,341*	649	718	*1,367*	599	668	*1,266*	299	305	*604*
07:00-07:59	227	292	*519*	752	965	*1,718*	833	1,001	*1,834*	797	987	*1,784*	820	965	*1,785*	736	880	*1,616*	352	393	*745*
08:00-08:59	321	411	*731*	660	812	*1,473*	679	829	*1,507*	691	803	*1,494*	658	812	*1,470*	633	817	*1,450*	442	568	*1,010*
09:00-09:59	486	598	*1,084*	620	720	*1,340*	621	741	*1,361*	612	728	*1,340*	615	779	*1,394*	636	773	*1,409*	622	730	*1,352*
10:00-10:59	611	716	*1,326*	685	742	*1,427*	701	805	*1,505*	706	777	*1,483*	744	804	*1,548*	783	844	*1,627*	774	852	*1,626*
11:00-11:59	819	814	*1,633*	747	779	*1,526*	767	797	*1,564*	785	786	*1,571*	814	857	*1,671*	863	925	*1,787*	876	908	*1,784*
12:00-12:59	891	890	*1,781*	834	823	*1,657*	838	859	*1,696*	847	861	*1,707*	896	886	*1,781*	945	975	*1,920*	978	932	*1,909*
13:00-13:59	901	889	*1,790*	842	841	*1,683*	857	865	*1,722*	866	880	*1,746*	905	898	*1,803*	958	948	*1,906*	953	914	*1,867*
14:00-14:59	810	863	*1,673*	950	981	*1,931*	1,012	999	*2,010*	953	996	*1,948*	1,023	1,045	*2,069*	1,059	1,065	*2,123*	961	926	*1,887*
15:00-15:59	816	798	*1,615*	1,086	1,048	*2,134*	1,100	1,078	*2,178*	1,076	1,066	*2,142*	1,120	1,082	*2,201*	1,183	1,082	*2,265*	943	850	*1,793*
16:00-16:59	763	802	*1,566*	1,169	1,161	*2,330*	1,219	1,139	*2,358*	1,193	1,116	*2,309*	1,238	1,163	*2,401*	1,195	1,113	*2,308*	902	825	*1,728*
17:00-17:59	720	740	*1,460*	1,158	1,090	*2,248*	1,151	1,149	*2,301*	1,126	1,098	*2,224*	1,109	1,125	*2,234*	1,077	1,067	*2,143*	808	826	*1,634*
18:00-18:59	649	629	*1,278*	900	813	*1,713*	904	828	*1,731*	937	820	*1,756*	961	865	*1,826*	921	860	*1,781*	752	716	*1,468*
19:00-19:59	493	469	*963*	686	574	*1,261*	709	589	*1,298*	716	595	*1,311*	741	651	*1,393*	754	645	*1,399*	614	568	*1,182*
20:00-20:59	393	389	*781*	506	453	*960*	538	474	*1,012*	546	475	*1,021*	550	510	*1,060*	596	537	*1,132*	495	504	*999*
21:00-21:59	305	288	*593*	368	323	*691*	406	356	*762*	395	353	*747*	430	354	*783*	456	443	*900*	413	417	*831*
22:00-22:59	214	211	*425*	266	252	*518*	266	246	*512*	284	250	*534*	276	282	*558*	339	335	*674*	303	306	*609*
23:00-23:59	137	117	*254*	160	145	*305*	176	157	*332*	173	157	*330*	191	143	*334*	235	216	*451*	191	203	*394*
Daily Total	**10,335**	**10,705**	***21,039***	**13,842**	**14,193**	***28,035***	**14,448**	**14,706**	***29,154***	**14,318**	**14,488**	***28,806***	**14,760**	**14,963**	***29,723***	**14,974**	**15,199**	***30,173***	**12,439**	**12,435**	***24,874***
AM Peak	**486**	**598**	***1,084***	**752**	**965**	***1,718***	**833**	**1,001**	***1,834***	**797**	**987**	***1,784***	**820**	**965**	***1,785***	**736**	**880**	***1,616***	**622**	**730**	***1,352***
Hour	09:00	09:00	*09:00*	07:00	07:00	*07:00*	07:00	07:00	*07:00*	07:00	07:00	*07:00*	07:00	07:00	*07:00*	07:00	07:00	*07:00*	09:00	09:00	*09:00*
MD Peak	**901**	**890**	***1,790***	**950**	**981**	***1,931***	**1,012**	**999**	***2,010***	**953**	**996**	***1,948***	**1,023**	**1,045**	***2,069***	**1,059**	**1,065**	***2,123***	**978**	**932**	***1,909***
Hour	13:00	12:00	*13:00*	14:00	14:00	*14:00*	14:00	14:00	*14:00*	14:00	14:00	*14:00*	14:00	14:00	*14:00*	14:00	14:00	*14:00*	12:00	12:00	*12:00*
PM Peak	**816**	**802**	***1,615***	**1,169**	**1,161**	***2,330***	**1,219**	**1,149**	***2,358***	**1,193**	**1,116**	***2,309***	**1,238**	**1,163**	***2,401***	**1,195**	**1,113**	***2,308***	**943**	**850**	***1,793***
Hour	15:00	16:00	*15:00*	16:00	16:00	*16:00*	16:00	17:00	*16:00*	16:00	16:00	*16:00*	16:00	16:00	*16:00*	16:00	16:00	*16:00*	15:00	15:00	*15:00*
Daily Peak	**901**	**890**	***1,790***	**1,169**	**1,161**	***2,330***	**1,219**	**1,149**	***2,358***	**1,193**	**1,116**	***2,309***	**1,238**	**1,163**	***2,401***	**1,195**	**1,113**	***2,308***	**978**	**932**	***1,909***
Hour	13:00	12:00	*13:00*	16:00	16:00	*16:00*	16:00	17:00	*16:00*	16:00	16:00	*16:00*	16:00	16:00	*16:00*	16:00	16:00	*16:00*	12:00	12:00	*12:00*
% of Total	8.7%	8.3%	*8.5%*	8.4%	8.2%	*8.3%*	8.4%	7.8%	*8.1%*	8.3%	7.7%	*8.0%*	8.4%	7.8%	*8.1%*	8.0%	7.3%	*7.7%*	7.9%	7.5%	*7.7%*
Daily Ave	**431**	**446**	***877***	**577**	**591**	***1,168***	**602**	**613**	***1,215***	**597**	**604**	***1,200***	**615**	**623**	***1,238***	**624**	**633**	***1,257***	**518**	**518**	***1,036***

Hour	Mon-Thurs Average			Mon-Fri Average			7 Day Average		
	Pos Dir	Neg Dir	*Total*	Pos Dir	Neg Dir	*Total*	Pos Dir	Neg Dir	*Total*
00:00-00:59	117	79	*196*	123	83	*207*	132	99	*231*
01:00-01:59	70	55	*124*	75	58	*133*	82	65	*147*
02:00-02:59	51	43	*94*	53	44	*97*	57	46	*103*
03:00-03:59	70	96	*167*	71	100	*171*	68	93	*161*
04:00-04:59	183	244	*427*	181	239	*420*	159	199	*359*
05:00-05:59	485	500	*985*	479	492	*971*	394	403	*796*
06:00-06:59	628	720	*1,348*	622	710	*1,332*	517	583	*1,100*
07:00-07:59	801	979	*1,780*	788	960	*1,747*	645	783	*1,428*
08:00-08:59	672	814	*1,486*	664	815	*1,479*	583	722	*1,305*
09:00-09:59	617	742	*1,359*	620	748	*1,369*	601	724	*1,326*
10:00-10:59	709	782	*1,491*	724	794	*1,518*	715	791	*1,506*
11:00-11:59	778	805	*1,583*	795	829	*1,624*	810	838	*1,648*
12:00-12:59	853	857	*1,710*	872	881	*1,752*	890	889	*1,779*
13:00-13:59	868	871	*1,738*	886	886	*1,772*	898	891	*1,788*
14:00-14:59	984	1,005	*1,989*	999	1,017	*2,016*	967	982	*1,949*
15:00-15:59	1,095	1,068	*2,164*	1,113	1,071	*2,184*	1,046	1,001	*2,047*
16:00-16:59	1,205	1,145	*2,349*	1,203	1,138	*2,341*	1,097	1,046	*2,143*
17:00-17:59	1,136	1,115	*2,252*	1,124	1,106	*2,230*	1,021	1,013	*2,035*
18:00-18:59	925	831	*1,757*	924	837	*1,761*	860	790	*1,650*
19:00-19:59	713	602	*1,316*	721	611	*1,332*	673	585	*1,258*
20:00-20:59	535	478	*1,013*	547	490	*1,037*	518	477	*995*
21:00-21:59	400	346	*746*	411	366	*777*	396	362	*758*
22:00-22:59	273	258	*530*	286	273	*559*	278	269	*547*
23:00-23:59	175	150	*325*	187	163	*350*	180	162	*343*
Daily Total	**14,342**	**14,587**	***28,929***	**14,468**	**14,710**	***29,178***	**13,588**	**13,812**	**27,400**
AM Peak	**801**	**979**	***1,780***	**788**	**960**	***1,747***	**645**	**783**	***1,428***
Hour	07:00	07:00	*07:00*	07:00	07:00	*07:00*	07:00	07:00	*07:00*
MD Peak	**984**	**1,005**	***1,989***	**999**	**1,017**	***2,016***	**967**	**982**	***1,949***
Hour	14:00	14:00	*14:00*	14:00	14:00	*14:00*	14:00	14:00	*14:00*
PM Peak	**1,205**	**1,145**	***2,349***	**1,203**	**1,138**	***2,341***	**1,097**	**1,046**	***2,143***
Hour	16:00	16:00	*16:00*	16:00	16:00	*16:00*	16:00	16:00	*16:00*
Daily Peak	**1,205**	**1,145**	***2,349***	**1,203**	**1,138**	***2,341***	**1,097**	**1,046**	***2,143***
Hour	16:00	16:00	*16:00*	16:00	16:00	*16:00*	16:00	16:00	*16:00*
% of Total	8.4%	7.8%	*8.1%*	8.3%	7.7%	*8.0%*	8.1%	7.6%	*7.8%*
Daily Ave	**598**	**608**	***1,205***	**603**	**613**	***1,216***	**566**	**576**	***1,142***

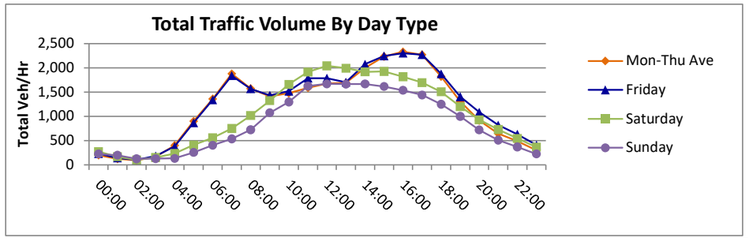
Wisconsin Department of Transportation

Monthly Average Hourly Volume by Day of Week

Sep 2025

Continuous Count

Location	**STH 31 - SOUTH OF CTH E**	Segment ID	6945
Site #	306104	Seasonal Factor Group	2
Region	SE	Daily Factor Group	2
County	KENOSHA	Axle Factor Group	5
Funct. Class	U Principal Arterial - Other	Growth Factor Group	1



Hour	Sundays			Mondays			Tuesdays			Wednesdays			Thursdays			Fridays			Saturdays		
	Pos Dir	Neg Dir	*Total*	Pos Dir	Neg Dir	*Total*	Pos Dir	Neg Dir	*Total*	Pos Dir	Neg Dir	*Total*	Pos Dir	Neg Dir	*Total*	Pos Dir	Neg Dir	*Total*	Pos Dir	Neg Dir	*Total*
00:00-00:59	110	118	*227*	79	79	*158*	109	80	*189*	128	104	*232*	133	88	*221*	138	98	*235*	155	120	*274*
01:00-01:59	109	90	*198*	50	44	*94*	67	56	*123*	81	69	*150*	70	60	*130*	79	62	*141*	95	74	*169*
02:00-02:59	68	58	*125*	40	37	*77*	54	37	*91*	65	37	*101*	57	43	*100*	60	42	*102*	56	48	*104*
03:00-03:59	54	75	*128*	53	87	*141*	61	104	*165*	67	102	*169*	79	100	*179*	74	109	*183*	67	85	*152*
04:00-04:59	70	64	*133*	134	225	*359*	156	246	*401*	173	254	*427*	168	250	*417*	154	224	*378*	102	132	*234*
05:00-05:59	116	142	*258*	377	395	*771*	442	495	*937*	460	486	*946*	446	491	*938*	416	454	*870*	199	212	*411*
06:00-06:59	191	214	*404*	540	631	*1,170*	648	740	*1,388*	678	771	*1,449*	680	738	*1,417*	633	706	*1,339*	271	287	*558*
07:00-07:59	251	285	*536*	697	888	*1,584*	850	1,083	*1,933*	880	1,119	*1,999*	892	1,101	*1,993*	803	1,035	*1,838*	374	377	*751*
08:00-08:59	325	399	*723*	677	747	*1,424*	754	838	*1,592*	811	863	*1,674*	746	846	*1,591*	753	814	*1,567*	441	579	*1,019*
09:00-09:59	485	587	*1,072*	619	681	*1,301*	694	767	*1,461*	680	747	*1,427*	700	759	*1,458*	687	747	*1,435*	600	721	*1,321*
10:00-10:59	594	701	*1,295*	673	735	*1,408*	739	771	*1,511*	721	770	*1,491*	747	752	*1,499*	746	773	*1,519*	835	827	*1,662*
11:00-11:59	825	802	*1,627*	744	782	*1,526*	770	828	*1,598*	787	827	*1,614*	803	816	*1,620*	822	962	*1,785*	956	956	*1,912*
12:00-12:59	830	837	*1,667*	820	845	*1,665*	851	843	*1,694*	838	822	*1,660*	846	852	*1,697*	875	912	*1,787*	1,021	1,020	*2,041*
13:00-13:59	852	810	*1,662*	849	840	*1,689*	842	849	*1,691*	808	836	*1,644*	851	887	*1,738*	920	785	*1,705*	1,005	989	*1,994*
14:00-14:59	801	867	*1,668*	901	994	*1,895*	974	1,068	*2,042*	958	1,041	*1,999*	944	1,112	*2,056*	1,048	1,027	*2,075*	974	945	*1,918*
15:00-15:59	809	805	*1,614*	1,050	1,057	*2,107*	1,133	1,123	*2,257*	1,118	1,133	*2,251*	1,168	1,153	*2,321*	1,166	1,082	*2,248*	977	949	*1,926*
16:00-16:59	761	778	*1,538*	1,109	1,034	*2,143*	1,220	1,143	*2,363*	1,239	1,174	*2,413*	1,233	1,167	*2,400*	1,203	1,099	*2,302*	899	919	*1,818*
17:00-17:59	734	707	*1,441*	1,052	1,054	*2,106*	1,172	1,158	*2,329*	1,146	1,148	*2,294*	1,196	1,158	*2,354*	1,141	1,132	*2,273*	812	882	*1,694*
18:00-18:59	652	598	*1,250*	893	813	*1,706*	946	901	*1,847*	954	883	*1,837*	991	901	*1,891*	955	923	*1,878*	757	750	*1,507*
19:00-19:59	494	505	*999*	642	560	*1,202*	715	581	*1,296*	696	611	*1,307*	760	651	*1,412*	751	654	*1,405*	606	595	*1,201*
20:00-20:59	364	357	*720*	444	400	*844*	486	460	*946*	465	455	*920*	481	476	*957*	584	501	*1,085*	468	463	*932*
21:00-21:59	264	245	*508*	293	268	*561*	346	341	*687*	307	314	*621*	369	343	*712*	414	407	*820*	354	376	*730*
22:00-22:59	190	179	*369*	216	219	*435*	227	246	*473*	243	262	*505*	272	271	*544*	318	314	*633*	280	265	*545*
23:00-23:59	124	100	*224*	147	135	*282*	166	132	*298*	157	147	*304*	180	154	*334*	221	187	*408*	200	166	*366*
Daily Total	**10,068**	**10,319**	***20,386***	**13,099**	**13,550**	***26,649***	**14,424**	**14,891**	***29,314***	**14,458**	**14,972**	***29,430***	**14,810**	**15,167**	***29,977***	**14,960**	**15,047**	***30,007***	**12,504**	**12,734**	***25,238***
AM Peak	**485**	**587**	***1,072***	**697**	**888**	***1,584***	**850**	**1,083**	***1,933***	**880**	**1,119**	***1,999***	**892**	**1,101**	***1,993***	**803**	**1,035**	***1,838***	**600**	**721**	***1,321***
Hour	09:00	09:00	*09:00*	07:00	07:00	*07:00*	07:00	07:00	*07:00*	07:00	07:00	*07:00*	07:00	07:00	*07:00*	07:00	07:00	*07:00*	09:00	09:00	*09:00*
MD Peak	**852**	**867**	***1,668***	**901**	**994**	***1,895***	**974**	**1,068**	***2,042***	**958**	**1,041**	***1,999***	**944**	**1,112**	***2,056***	**1,048**	**1,027**	***2,075***	**1,021**	**1,020**	***2,041***
Hour	13:00	14:00	*14:00*	14:00	14:00	*14:00*	14:00	14:00	*14:00*	14:00	14:00	*14:00*	14:00	14:00	*14:00*	14:00	14:00	*14:00*	12:00	12:00	*12:00*
PM Peak	**809**	**805**	***1,614***	**1,109**	**1,057**	***2,143***	**1,220**	**1,158**	***2,363***	**1,239**	**1,174**	***2,413***	**1,233**	**1,167**	***2,400***	**1,203**	**1,132**	***2,302***	**977**	**949**	***1,926***
Hour	15:00	15:00	*15:00*	16:00	15:00	*16:00*	16:00	17:00	*16:00*	16:00	16:00	*16:00*	16:00	16:00	*16:00*	16:00	17:00	*16:00*	15:00	15:00	*15:00*
Daily Peak	**852**	**867**	***1,668***	**1,109**	**1,057**	***2,143***	**1,220**	**1,158**	***2,363***	**1,239**	**1,174**	***2,413***	**1,233**	**1,167**	***2,400***	**1,203**	**1,132**	***2,302***	**1,021**	**1,020**	***2,041***
Hour	13:00	14:00	*14:00*	16:00	15:00	*16:00*	16:00	17:00	*16:00*	16:00	16:00	*16:00*	16:00	16:00	*16:00*	16:00	17:00	*16:00*	12:00	12:00	*12:00*
% of Total	8.5%	8.4%	*8.2%*	8.5%	7.8%	*8.0%*	8.5%	7.8%	*8.1%*	8.6%	7.8%	*8.2%*	8.3%	7.7%	*8.0%*	8.0%	7.5%	*7.7%*	8.2%	8.0%	*8.1%*
Daily Ave	**419**	**430**	***849***	**546**	**565**	***1,110***	**601**	**620**	***1,221***	**602**	**624**	***1,226***	**617**	**632**	***1,249***	**623**	**627**	***1,250***	**521**	**531**	***1,052***

Hour	Mon-Thurs Average			Mon-Fri Average			7 Day Average		
	Pos Dir	Neg Dir	*Total*	Pos Dir	Neg Dir	*Total*	Pos Dir	Neg Dir	*Total*
00:00-00:59	112	88	*200*	117	90	*207*	122	98	*219*
01:00-01:59	67	57	*124*	69	58	*128*	79	65	*144*
02:00-02:59	54	38	*92*	55	39	*94*	57	43	*100*
03:00-03:59	65	98	*163*	67	100	*167*	65	94	*160*
04:00-04:59	158	244	*401*	157	240	*397*	137	199	*336*
05:00-05:59	431	467	*898*	428	464	*892*	351	382	*733*
06:00-06:59	636	720	*1,356*	636	717	*1,353*	520	584	*1,104*
07:00-07:59	830	1,047	*1,877*	824	1,045	*1,869*	678	841	*1,519*
08:00-08:59	747	823	*1,570*	748	821	*1,570*	644	726	*1,370*
09:00-09:59	673	738	*1,412*	676	740	*1,416*	638	716	*1,354*
10:00-10:59	720	757	*1,477*	725	760	*1,485*	722	761	*1,483*
11:00-11:59	776	813	*1,589*	785	843	*1,628*	815	853	*1,669*
12:00-12:59	839	840	*1,679*	846	855	*1,701*	869	876	*1,744*
13:00-13:59	837	853	*1,690*	854	839	*1,693*	875	857	*1,732*
14:00-14:59	944	1,054	*1,998*	965	1,048	*2,013*	943	1,008	*1,950*
15:00-15:59	1,117	1,117	*2,234*	1,127	1,110	*2,237*	1,060	1,043	*2,103*
16:00-16:59	1,200	1,130	*2,330*	1,201	1,123	*2,324*	1,095	1,045	*2,140*
17:00-17:59	1,141	1,129	*2,271*	1,141	1,130	*2,271*	1,036	1,034	*2,070*
18:00-18:59	946	874	*1,820*	948	884	*1,832*	878	824	*1,702*
19:00-19:59	703	601	*1,304*	713	611	*1,324*	666	594	*1,260*
20:00-20:59	469	448	*917*	492	458	*950*	470	445	*915*
21:00-21:59	329	317	*645*	346	335	*680*	335	328	*663*
22:00-22:59	240	249	*489*	255	262	*518*	249	251	*500*
23:00-23:59	162	142	*304*	174	151	*325*	171	146	*317*
Daily Total	**14,198**	**14,645**	***28,843***	**14,350**	**14,725**	***29,075***	**13,475**	**13,811**	**27,286**
AM Peak	**830**	**1,047**	***1,877***	**824**	**1,045**	***1,869***	**678**	**841**	***1,519***
Hour	07:00	07:00	*07:00*	07:00	07:00	*07:00*	07:00	07:00	*07:00*
MD Peak	**944**	**1,054**	***1,998***	**965**	**1,048**	***2,013***	**943**	**1,008**	***1,950***
Hour	14:00	14:00	*14:00*	14:00	14:00	*14:00*	14:00	14:00	*14:00*
PM Peak	**1,200**	**1,130**	***2,330***	**1,201**	**1,130**	***2,324***	**1,095**	**1,045**	***2,140***
Hour	16:00	16:00	*16:00*	16:00	17:00	*16:00*	16:00	16:00	*16:00*
Daily Peak	**1,200**	**1,130**	***2,330***	**1,201**	**1,130**	***2,324***	**1,095**	**1,045**	***2,140***
Hour	16:00	16:00	*16:00*	16:00	17:00	*16:00*	16:00	16:00	*16:00*
% of Total	8.5%	7.7%	*8.1%*	8.4%	7.7%	*8.0%*	8.1%	7.6%	*7.8%*
Daily Ave	**592**	**610**	***1,202***	**598**	**614**	***1,211***	**561**	**575**	***1,137***

Appendix B
Year 2026 Initial Build Traffic
Peak Hour Analysis Outputs

Intersection	
Int Delay, s/veh	2.3

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	10	185	45	10	40	25
Future Vol, veh/h	10	185	45	10	40	25
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	5	5	5	5	2	2
Mvmt Flow	11	206	50	11	44	28

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	61	0	-	0	283	56
Stage 1	-	-	-	-	56	-
Stage 2	-	-	-	-	228	-
Critical Hdwy	4.15	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.245	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1523	-	-	-	707	1011
Stage 1	-	-	-	-	967	-
Stage 2	-	-	-	-	810	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1523	-	-	-	701	1011
Mov Cap-2 Maneuver	-	-	-	-	701	-
Stage 1	-	-	-	-	959	-
Stage 2	-	-	-	-	810	-

Approach	EB	WB	SB
HCM Ctrl Dly, s/v	0.38	0	9.98
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	92	-	-	-	795
HCM Lane V/C Ratio	0.007	-	-	-	0.091
HCM Ctrl Dly (s/v)	7.4	0	-	-	10
HCM Lane LOS	A	A	-	-	A
HCM 95th %tile Q(veh)	0	-	-	-	0.3

Intersection	
Int Delay, s/veh	1.4

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	25	180	185	40	25	15
Future Vol, veh/h	25	180	185	40	25	15
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	5	5	5	5	2	2
Mvmt Flow	28	200	206	44	28	17

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	250	0	-	0	483	228
Stage 1	-	-	-	-	228	-
Stage 2	-	-	-	-	256	-
Critical Hdwy	4.15	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.245	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1298	-	-	-	542	812
Stage 1	-	-	-	-	810	-
Stage 2	-	-	-	-	787	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1298	-	-	-	529	812
Mov Cap-2 Maneuver	-	-	-	-	529	-
Stage 1	-	-	-	-	791	-
Stage 2	-	-	-	-	787	-

Approach	EB	WB	SB
HCM Ctrl Dly, s/v	0.96	0	11.38
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	220	-	-	-	609
HCM Lane V/C Ratio	0.021	-	-	-	0.073
HCM Ctrl Dly (s/v)	7.8	0	-	-	11.4
HCM Lane LOS	A	A	-	-	B
HCM 95th %tile Q(veh)	0.1	-	-	-	0.2

Appendix C
Year 2035 Total Build Traffic
Peak Hour Analysis Outputs

Intersection	
Int Delay, s/veh	3.8

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	20	185	45	25	80	50
Future Vol, veh/h	20	185	45	25	80	50
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	5	5	5	5	2	2
Mvmt Flow	22	206	50	28	89	56

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	78	0	-	0	314	64
Stage 1	-	-	-	-	64	-
Stage 2	-	-	-	-	250	-
Critical Hdwy	4.15	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.245	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1502	-	-	-	679	1000
Stage 1	-	-	-	-	959	-
Stage 2	-	-	-	-	792	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1502	-	-	-	668	1000
Mov Cap-2 Maneuver	-	-	-	-	668	-
Stage 1	-	-	-	-	943	-
Stage 2	-	-	-	-	792	-

Approach	EB	WB	SB
HCM Ctrl Dly, s/v	0.73	0	10.79
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	176	-	-	-	766
HCM Lane V/C Ratio	0.015	-	-	-	0.189
HCM Ctrl Dly (s/v)	7.4	0	-	-	10.8
HCM Lane LOS	A	A	-	-	B
HCM 95th %tile Q(veh)	0	-	-	-	0.7

Intersection	
Int Delay, s/veh	2.7

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	60	180	185	85	50	35
Future Vol, veh/h	60	180	185	85	50	35
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	5	5	5	5	2	2
Mvmt Flow	67	200	206	94	56	39

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	300	0	-	0	586	253
Stage 1	-	-	-	-	253	-
Stage 2	-	-	-	-	333	-
Critical Hdwy	4.15	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.245	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1244	-	-	-	473	786
Stage 1	-	-	-	-	789	-
Stage 2	-	-	-	-	726	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1244	-	-	-	444	786
Mov Cap-2 Maneuver	-	-	-	-	444	-
Stage 1	-	-	-	-	742	-
Stage 2	-	-	-	-	726	-

Approach	EB	WB	SB
HCM Ctrl Dly, s/v	2.01	0	13.06
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	450	-	-	-	541
HCM Lane V/C Ratio	0.054	-	-	-	0.175
HCM Ctrl Dly (s/v)	8.1	0	-	-	13.1
HCM Lane LOS	A	A	-	-	B
HCM 95th %tile Q(veh)	0.2	-	-	-	0.6

Intersection	
Int Delay, s/veh	3.8

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	20	185	45	25	80	50
Future Vol, veh/h	20	185	45	25	80	50
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	100	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	5	5	5	5	2	2
Mvmt Flow	22	206	50	28	89	56

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	78	0	-	0	300	50
Stage 1	-	-	-	-	50	-
Stage 2	-	-	-	-	250	-
Critical Hdwy	4.15	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.245	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1502	-	-	-	691	1018
Stage 1	-	-	-	-	972	-
Stage 2	-	-	-	-	792	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1502	-	-	-	680	1018
Mov Cap-2 Maneuver	-	-	-	-	680	-
Stage 1	-	-	-	-	956	-
Stage 2	-	-	-	-	792	-

Approach	EB	WB	SB
HCM Ctrl Dly, s/v	0.73	0	10.67
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	176	-	-	-	780
HCM Lane V/C Ratio	0.015	-	-	-	0.185
HCM Ctrl Dly (s/v)	7.4	0	-	-	10.7
HCM Lane LOS	A	A	-	-	B
HCM 95th %tile Q(veh)	0	-	-	-	0.7

Intersection	
Int Delay, s/veh	2.6

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	60	180	185	85	50	35
Future Vol, veh/h	60	180	185	85	50	35
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	100	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	5	5	5	5	2	2
Mvmt Flow	67	200	206	94	56	39

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	300	0	-	0	539	206
Stage 1	-	-	-	-	206	-
Stage 2	-	-	-	-	333	-
Critical Hdwy	4.15	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.245	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1244	-	-	-	503	835
Stage 1	-	-	-	-	829	-
Stage 2	-	-	-	-	726	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1244	-	-	-	473	835
Mov Cap-2 Maneuver	-	-	-	-	473	-
Stage 1	-	-	-	-	779	-
Stage 2	-	-	-	-	726	-

Approach	EB	WB	SB
HCM Ctrl Dly, s/v	2.01	0	12.47
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	450	-	-	-	576
HCM Lane V/C Ratio	0.054	-	-	-	0.164
HCM Ctrl Dly (s/v)	8.1	0	-	-	12.5
HCM Lane LOS	A	A	-	-	B
HCM 95th %tile Q(veh)	0.2	-	-	-	0.6

WINTHROP & WEINSTINE

August 27, 2026

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VIA E-MAIL

Board of Trustees, Village of Somers
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Email: jhurley@somerswi.gov

RE: Comprehensive Plan Amendment for High-Density Residential Use (also Rezone, Land Division, Site Plan Review & Exterior Fenestration) at Tax Parcel #83-4-223-074-0006

Dear President and Trustees of the Village Board:

This letter is submitted on behalf of Roers Companies ("**Roers**") in connection with its application to the Board of Trustees of the Village of Somers (the "**Board**") to amend the land use plan map for the Village of Somers (the "**Village**") as adopted in A Multi-Jurisdictional Comprehensive Plan for Kenosha County: 2035 initially prepared in April 2010 (the "**Comprehensive Plan**"). The proposed amendment allows for "High-Density Residential" use on part of certain land located in the Village commonly referred to as Tax Parcel #83-4-223-074-0006 (the "**Property**"). In conjunction with the Property owners, Roers seeks this amendment to accommodate a multifamily townhome community on a portion of the Property to serve the area's desperate need for attainably priced housing (collectively, the "**Project**").

In this firm's written submission to the Village's Plan Commission ("**Commission**") on behalf of Roers dated July 9, 2026 ("**Prior Submission**"), a copy of which is attached hereto, we outlined the appropriate considerations of the Village in considering the proposed Comprehensive Plan amendment and the nuanced factual and zoning background for the Project which necessitate the amendment. In short, multifamily townhomes are permitted by existing zoning controls for the Property, and the Project is within the existing density limits. However, because Project plans for 16 units-per-building structures on the site, the amendment is needed to redesignate portions of the property currently marked for Medium-Density (which limits to 8 units-per-building) to High-Density Residential use.

The purpose of this letter is to outline the procedural history that once again brings Roers' requests before this Board and highlight the Board's authority to appropriately consider the merits of the application before it to approve the proposed Comprehensive Plan amendment. On behalf of Roers, we respectfully request that this Board approve the proposed amendment to the Comprehensive Plan, and accompanying requests for rezone, land division, site plan review and exterior fenestration.

I. Why is this Board Action being requested again?

This exact same request from Roers for an amendment to the Comprehensive Plan came before this Board on April 14, 2026. Prior to this meeting, the amendment came before the Commission, which recommended denial after a public hearing and little, if any, discussion of the merits of Roers' application for Village action. At the Board meeting, after a spirited session of public comments, a motion was made by Trustee Smith and seconded by President Stoner to approve Roers' requested actions, including the Comprehensive Plan amendment. However, before a vote was concluded, the Board discussed, with input from the Village attorney, certain procedural legal questions surrounding one aspect of Roers' requested Board action—specifically, whether it was legally permissible to adopt a Comprehensive Plan amendment which the Commission had *recommended* the Board deny. In light of the perceived legal "gray area" around the Board's legal authority to approve the amendment over the negative recommendation of the Commission, Trusty Ostby made a motion to send Roers' request back to the Commission for a second review. That motion was seconded and carried unanimously.

On July 13, 2026, the Plan Commission again took up consideration of Roers' requested Comprehensive Plan amendment. Roers' representatives, including its legal counsel from this firm, traveled to Somers to attend the meeting, presenting a lengthy memorandum and testimony explaining the appropriate legal considerations of the Commission when acting on a proposed amendment to the Comprehensive Plan. The Commission voted to table the matter to a subsequent meeting with the intent to seek guidance from Village legal counsel before taking official action.

The Village attorney provided an informative letter to the Commission on August 6, 2026, documenting the appropriate factors for consideration of an amendment to the Comprehensive Plan. Even with this guidance in hand, the Commission again took up consideration of Roers' requested amendment on August 10, 2026 and again voted to *recommend* denial without meaningful discussion of the merits.

Accordingly, with respect to Roers' application, this Board finds itself in the exact same position it was in five months ago. Roers is asking the Board to approve the Comprehensive Plan amendment over the negative recommendation of the Plan Commission.

II. Can this Board legally approve the Comprehensive Plan amendment against a negative recommendation from the Plan Commission?

In short, **YES**. The buck stops with the elected officials making up the Village Board. The Plan Commission's role is merely advisory. This long-standing relationship between the Board and Commission is consistent with local interpretation of a plan commission's role in policy development and the ultimate authority of a municipality's governing body.[1]

Wisconsin Statute § 66.1001(4)(b) provides, in relevant part, as follows:

> "The plan commission or other body of a local governmental unit that is authorized to prepare or amend a comprehensive plan ***may recommend*** the adoption or amendment of a comprehensive plan only by adopting a resolution by a majority vote of the entire commission." (Italics added.)

Notably, the quoted statute specifically uses the word "recommend"—not "adopt," "enact," or "approve." Based on the statute, the Plan Commission's action is merely a recommendation, nothing more.

Wisconsin Statute § 66.1001(4)(c) vests exclusive enactment authority with the elected officials of the Village's governing body. Specifically, § 66.1001(4)(c) provides, in relevant part:

> "No comprehensive plan that is recommended for adoption or amendment under par. (b) may take effect until the political subdivision enacts an ordinance or the regional planning commission adopts a resolution that adopts the plan or amendment . . . ***An ordinance may be enacted or a resolution may be adopted under this paragraph only by a majority vote of the members-elect, as defined in s. 59.001 (2m), of the governing body***." (Italics added.)

For the avoidance of doubt, the "members-elect" is defined in Wisconsin Statute § 59.001(2m) as follows:

> "'Members-elect' means those members of the governing body of a county, city, village or town, at a particular time, who have been duly elected or appointed for a current regular or unexpired term and whose service has not terminated by death, resignation or removal from office."

The Wisconsin Statutes thus divide roles between the Plan Commission (advisory) and the Village Board (legislative) in a manner that vests ultimate authority over the Comprehensive Plan not with

[1] *See* University of Wisconsin-Madison Division of Extension, *Comprehensive Planning & Smart Growth Law Frequently Asked Questions* (last visited Aug. 26, 2026), https://localgovernment.extension.wisc.edu/files/2016/04/faqcompsv.pdf.

unelected appointees, but with the elected officials who are directly accountable to the citizens whose private property rights are affected by the Comprehensive Plan. In the Village of Somers, it is only the elected Board of Trustees that has legislative authority to enact an amendment to the Comprehensive Plan. The Commission exists to assist this Board in an *advisory* role to make *recommendations*—which the Commission has done here—but the Commission does not exist to replace the authority of the elected Trustees on this Board. Nothing in the Wisconsin Statutes compels this Board to merely rubber-stamp the Commission's recommendations.

As Village legal counsel has identified in the legal "gray area" surrounding the Board's consideration of the proposed amendment, we acknowledge that the League of Wisconsin Municipalities has previously opined that a plan commission has a more-than-advisory role under Wisconsin law.[2] However, while the Wisconsin Statutes may require that an amendment pass *through* the plan commission, they do not require that the municipality's governing body act only in lockstep with the commission's recommendation. As noted above, the plan commission "may *recommend* the adoption or amendment of a comprehensive plan only by adopting a resolution by a majority vote of the entire commission."[3] When a proposed amendment is brought before the plan commission and the commission votes to recommend denial, the commission has performed its required function by making its recommendation (whether positive or negative). The matter has been before the body charged with reviewing and advising, "the purpose and effect" of which is "solely to aid the city plan commission and the council in the performance of their duties," and the procedural step of plan commission consideration has been satisfied.[4]

The position outlined in the League of Wisconsin Municipalities' opinion would effectively grant an unelected advisory body a legislative veto over the governing body, and could prevent elected officials from exercising their legislative authority in a manner they believe to be in the interest of the public. Such an outcome is inconsistent with the advisory character of the commission expressly recognized in the Wisconsin statutory framework. It has been long recognized that "the plan commission exists to assist, not replace, the governing body . . . The commission's role is advisory in developing and amending the comprehensive plan . . . ***[t]he plan commission makes recommendations; the governing body makes final decisions***."[5] (Italics added.)

We also note that the Village of Somers Code of Ordinances (the "**Village Code**") seemingly adopts the position of the League of Wisconsin Municipalities and conflicts with the Wisconsin Statutes. Specifically, Village Code § 18.38 states, in part, that "any [comprehensive] plan

[2] *See* League of Wisconsin Municipalities – Legal Opinions (Commissions # 185, February 11, 2019).
[3] Wis. Stat. § 66.1001(4)(b).
[4] *See* Wis. Stat. § 62.23(3)(b).
[5] *See* University of Wisconsin-Madison Division of Extension, *Comprehensive Planning & Smart Growth Law Frequently Asked Questions* (last visited Aug. 26, 2026), https://localgovernment.extension.wisc.edu/files/2016/04/faqcompsv.pdf. This is non-partisan entity affiliated with the University of Wisconsin-Madison that provides training, education, and resources for local government officials in Wisconsin.

amendment approved by the Village will be approved by a resolution approved by a majority of the full membership of the Village Plan Commission, and an ordinance adopted by a majority of the full membership of the Village Board." The ordinance purports to require approval of both the majority of the Plan Commission and the Board. However, a Wisconsin municipality may not enact a valid ordinance which logically conflicts with or violates the spirit of state legislation.[6] In the case of comprehensive plan amendments, the Wisconsin state legislature has vested final decision-making authority with the members-elect of the governing body, not with the unelected plan commission. The Wisconsin Statutes control over the conflicting Village ordinance.

In conclusion, this Board has ultimate authority over the approval of amendments to the Comprehensive Plan. The Plan Commission has performed its duty and made its recommendation. It is up to this Board to make a final, controlling decision as to whether or not to amend the Comprehensive Plan as requested by Roers in support of development of the proposed Project.

III. Why should this Board approve the Comprehensive Plan amendment against the recommendation of the Plan Commission?

In brief, because the Project is already substantially consistent with the Village's considerations for setting future land use and development within the Property neighborhood, its existing Comprehensive Plan for the Property, and its other written goals and objectives with respect to land use and housing.

In our Prior Submission, we outlined the multitude of legally-permissible factors that the Village can and should consider in acting on the proposed Comprehensive Plan amendment. The factors discussed in the letter originate from both Wisconsin law and the Village's own zoning, land use and comprehensive planning framework. In our view, the Plan Commission gave insufficient consideration to these factors in both instances when it recommended to deny the amendment.

While we would request and encourage this Board to review our Prior Submission in full, we highlight briefly here that a fundamental factor that the Village must consider is *whether the proposed amendment is consistent with the goals, objectives, policies and programs of the Village*. In making that analysis, we think it is appropriate to restate that the existing, *unamended* Comprehensive Plan would allow multifamily townhomes on the Property with density of up to 8.7 units per acre. Roers' proposed Project is almost exactly what the Village asks for on this Property in the current Comprehensive Plan, being multifamily townhomes on the Property with density of only 7.27 units per acre. Any concern of the Village regarding increased density on a parcel zoned for "Medium-Density Residential" use under its existing Comprehensive Plan is not actually affected by this Project.

[6] See e.g. *Anchor Savings & Loan Ass'n v. Madison EOC*, 355 N.W.2d 234 (1984).

The proposed Comprehensive Plan amendment is before the Board not because of a "real" density increase concerning the number of units allowed per acre, but solely because the proposed Project includes some 16-unit structures, which are necessary both for Roers to fit its intended Project on a site plan that works for this Property, and also to accommodate the aesthetic, design and other amenity preferences of the Village. This 16-unit building configuration technically exceeds the 8-unit maximum per building allowed in those portions of the Property designated for Medium-Density. As noted above, discussion before the Plan Commission focused very little on this nuance. Discussion both by citizens and Plan Commission members that opposed the Project ranged a number of topics, but a consistent theme that emerged was a desire by opponents to prevent *any* further rental housing development within the Village, or in particular, any rental housing that may be classified as affordable. One Plan Commission member even floated the concept of a moratorium on all rental housing within the Village. These comments disregard that the existing Comprehensive Plan allows—and even encourages—development of multifamily housing (rental or owner occupied) on this very Property and throughout the community to combat the local area's significant deficit in attainably priced housing.

Of note, our Prior Submission also identified the proposed Comprehensive Plan amendment's compatibility with surrounding land uses and lack of potential for any detrimental environmental effects, as well as demonstrated the substantial public benefit the Project will bring to the immediate neighborhood and Village as a whole. Our Prior Submission identified the adequacy of the Village's facilities and services to serve the proposed use at the Property, and acknowledged how the Project will financially support those facilities and services on its own behalf and for the betterment of the surrounding community.

We believe that an appropriately nuanced analysis of Roers' requested amendment and the Village's required considerations for amending its Comprehensive Plan warrants its approval, and we respectfully ask that the Board to grant that approval over the negative recommendation of the Plan Commission.

Thank you in advance for your thoughtful consideration of Roers' application.

Very truly yours,

WINTHROP & WEINSTINE, P.A.

Winthrop & Weinstine, P.A.

Cc: Nick Asta (nick.asta@roerscompanies.com)
Remzy Bitar, Esq. (rbitar@ammr.net)

43880848v3

EXHIBIT A
Prior Submission

[attached]

WINTHROP & WEINSTINE

July 9, 2026

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VIA E-MAIL

Village of Somers Plan Commission
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Attn: Jim Hurley, Village/Town Administrator
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RE: Second Review of Comprehensive Plan Amendment for High-Density Residential Use at Tax Parcel #83-4-223-074-0006

Dear Members of the Village Plan Commission:

This letter is submitted on behalf of Roers Companies ("**Roers**") in connection with its application to the Plan Commission for the Village of Somers (the "**Commission**") to amend the land use plan map for the Village of Somers (the "**Village**") as adopted in A Multi-Jurisdictional Comprehensive Plan for Kenosha County: 2035 initially prepared in April 2010 (the "**Comprehensive Plan**"). The proposed amendment allows for "High-Density Residential" use on part of certain land located in the Village commonly referred to as Tax Parcel #83-4-223-074-0006 (the "**Property**"). In conjunction with the Property owners, Roers seeks this amendment to accommodate a high-end, multifamily townhome community on a portion of the Property to serve the area's desperate need for attainably priced housing (collectively, the "**Project**").

For more than a year, Roers has collaborated with the Village to create a proposed development that is beneficial to the immediate community and surrounding local area. Roers is excited to invest in this Project, offer a vital housing option in the Village, and become a long-term contributing member and taxpayer in the community. For the reasons stated herein, the Comprehensive Plan amendment designating this location as a High-Density Residential district is consistent with the Commission's considerations in setting future land use and development within this neighborhood. As such, Roers respectfully requests that the Commission recommend approval of the Comprehensive Plan amendment for the Property.

I. Background and Procedural History.

Roers Companies is an experienced real estate firm specializing in development of high-end multifamily housing in under-supplied markets and high-demand neighborhoods. Roers has developed and successfully operates multifamily communities across 14+ states, including

Wisconsin. While Roers also develops market rate and senior (55+) housing, its Project in the Village proposes to increase the supply of reasonably priced housing restricted at middle class and workforce income levels.

Nearly 18 months ago, Roers first introduced its concept for a multifamily residential development in the Village. The initial plans included approximately 400 units on the Property. In March 2025, Roers participated in pre-conference meetings with the Kenosha County Department of Planning & Development and Village planning staff to discuss the proposed Project, including potential zoning needs. The Property currently lies within several zoning districts, and is designed as a Medium-Density Residential district in the Comprehensive Plan. As the title implies, this district allows for "medium density" residential use, permitting up to 8.7 dwelling units per acre or 8 units per structure. Roers' intent has consistently been to design the Project to adhere to Village zoning requirements. However, early conversations with Village staff communicated certain design preferences for the development, such as incorporation of 16-unit buildings for fewer structures on the site. As such, these conversations revealed that the Village's preferences may require an increase in the overall density of the Project and potential amendment to the Comprehensive Plan to allow for "high density" residential use.[1]

Following these pre-conference meetings, Roers presented the Project to the Commission at conceptual hearings held in May and November 2025. These hearings were collaborative and resulted in several amendments to the development plans as a result of commissioner feedback. Roers was directed to adhere to a multifamily development checklist utilized by the Village, which required incorporation of aesthetic, design and other amenity preferences resulting in the now proposed 200-unit Project. As the Village's minutes note, the development plans feature two-story stacked-flat, townhome-style units with attached garages and strong parking provisions.[2] The Project also includes extensive green space, trails and amenities such as a clubhouse, fitness center, and sports courts.

The Village is also aware that the Project "is designed as a higher-end, low-density development (7.27 units per acre – 8-unit and 16-unit buildings), well below zoning limits."[3] Although the Project's density remains below the current "medium density" threshold, the inclusion of 16-unit structures, at the Village's request, is not permitted in the district. In accordance with these conversations and Project plan revisions, Roers submitted its application for an amendment to the Comprehensive Plan to designate the Property as a High-Density Residential district, along with

[1] Village staff acknowledge that Roers is not requesting any deviation from the zoning ordinance standards through a planned unit development (PUD) overlay or other variance request. *See* Memorandum to Village of Somers Plan Commission re Roers Multi-Family Residential Development dated February 27, 2026. Please note that this approach was discussed with Village staff, through which Roers determined a Comprehensive Plan amendment to be the most efficient method for both the Village and Roers to ensure zoning compliance for the Project.

[2] Village of Somers, Minutes of Regular Board Meeting (April 14, 2026).

[3] Village of Somers, Minutes of Regular Board Meeting (April 14, 2026).

corresponding requests for rezoning, a land division, and overall site plan approval for the Project, on January 30, 2026.

The Commission held a public hearing to consider the requested amendment on March 9, 2026. The amendment was met with a general disapproval of any rental housing in the community, including the proposed Project. Ultimately, the Commission declined to recommend the application for approval. The proposed amendment was then presented to the Village Board of Trustees (the "**Board**") on April 14, 2026. The Board supported both the Project and the Comprehensive Plan amendment, but was directed by its counsel to obtain a positive recommendation of the Commission. As such, the Board returned Roers' application to the Commission for further consideration.

II. Comprehensive Plans Provide Guidance for Community Development.

The Wisconsin Statutes require that villages adopt comprehensive plans, also referred to as "master plans," to guide the physical, social and economic development of their communities.[4] Through a comprehensive plan, governing bodies seek to accomplish "a coordinated, adjusted and harmonious development of the municipality which will, in accordance with existing and future needs, best promote public health, safety, morals, order, convenience, prosperity or the general welfare, as well as efficiency and economy in the process of development."[5] As guidance for development, comprehensive plans are not mandatory regulations, but rather advisory in nature.[6] As the decision-makers for the municipality, governing bodies must engage in the comprehensive planning process in a manner that is consistent with the current and future public interest for their communities.[7]

III. The Commission Must Review the Appropriate Considerations to Amend the Comprehensive Plan.

When the Village Board is asked to amend the Comprehensive Plan, the Commission may recommend the proposed amendment by a majority vote of its commissioners.[8] The Commission must act fairly and impartially in determining the merits of a zoning application,[9] and may not take action that is arbitrary, oppressive, unreasonable, or represents its will and not its judgment.[10] Given the localized nature of land use and the implications on private and public interests, zoning

[4] *See* Wis. Stat. § 66.1001(1)(a)2.

[5] Wis. Stat. § 62.23(3)(b).

[6] *See* Wis. Stat. § 66.1001(2m)(a); *Step Now Citizens Grp. v. Town of Utica Plan. & Zoning Comm.*, 2003 WI App 109, ¶ 38, 264 Wis. 2d 662, 663 N.W.2d 833.

[7] *See Heaney v. City of Oshkosh*, 47 Wis. 2d 303, 309, 177 N.W.2d 74 (1970) (citation omitted).

[8] Wis. Stat. § 66.1001(4)(b); Village Code § 18.38(C).

[9] *See Sojenhomer LLC v. Vill. of Egg Harbor,* 2024 WI App 6, ¶ 31, 3 N.W.3d 513.

[10] *See Dyersville Ready Mix Inc. v. Iowa Cnty. Bd. of Supervisors,* 2025 WI App 33, ¶ 20, 416 Wis. 2d 476, 21 N.W.3d 803.

decisions are particularly vulnerable to problems of bias and conflicts of interest.[11] Therefore, impartial decisionmakers must ensure that both sound fact-finding and rational decision-making serve as a reasonable basis for zoning decisions.[12] A reasonable basis for the Commission's decision on Roers's requested amendment should be founded in the objectives of comprehensive planning.[13] Specifically, the Village examines the following considerations for amendments to its Comprehensive Plan:

a. Consistency with the goals, objectives, policies and programs of the Village;
b. Compatibility with surrounding land uses;
c. Potential for any detrimental environmental effects;
d. Demonstration of substantial public benefit; and
e. Adequacy of facilities and services to serve the proposed use.

See Village of Somers Comprehensive Plan Map Amendment Application (published May 2015). Roers addressed each of these aspects in its application materials for the proposed amendment and the Project. As part of its review, the Board determined that the requested amendment to the Comprehensive Plan, in tandem with Roers's incorporation of Village feedback to the Project plans, satisfies the necessary considerations for approval.

In its initial review of the proposed Comprehensive Plan amendment, the Commission failed to meaningfully consider the merits of Roers's application and clear evidence that the proposed use meets both the objectives of comprehensive planning and the Village's established vision for future development of the Property. For the reasons outlined below, amendment of the Comprehensive Plan to allow for High-Density Residential use on a portion of the Property is consistent with these considerations and therefore, should be recommended by the Commission for approval.

A. The Comprehensive Plan Amendment is Consistent with the Goals, Objectives, Policies and Programs of the Village.

In its review, the Commission must consider the consistency of the proposed amendment with the goals, objectives, policies and programs of the Village's overall land use structure and comprehensive planning guidance. A zoning action, such as the proposed amendment, and the

[11] *See Marris v. City of Cedarburg,* 176 Wis. 2d 14, 25, 498 N.W.2d 842 (1993).

[12] *See id.* at 25-26; *Sills v. Walworth Cnty. Land Mgmt. Comm.,* 2002 WI App 111, ¶ 41, 254 Wis. 2d 538, 648 N.W.2d 878; *Dyersville Ready Mix Inc.,* 2025 WI App 33, ¶ 33.

[13] *See Bell v. City of Elkhorn*, 122 Wis.2d 558, 565, 364 N.W.2d 144 (1985) ("…(1) improving the physical environment of the community; (2) promoting the public interest; (3) facilitating the implementation of community policies on physical development; (4) effecting political and technical coordination in community development; (5) injecting long-range considerations into the determination of short-range actions; and (6) bringing professional and technical knowledge to bear on the making of political decisions concerning the physical development of the community." (citation omitted)).

overall Comprehensive Plan are consistent so long as they do not contradict.[14] As set forth below, amendment of the Comprehensive Plan to allow for High-Density Residential use on the Property wholly aligns with the current goals and objectives of the Comprehensive Plan and the Village's policies and programs for the promotion and implementation of all ranges of housing in the community. The Commission's prior contention that the Village is universally against rental housing is inconsistent with its prior decisions on multifamily development in the community and not grounded in the Village's current zoning scheme for the Property.

1. The Proposed Amendment is Consistent with the Comprehensive Plan.

The Village of Somers, which was incorporated after the Town of Somers, readopted "A Comprehensive Plan for the Town of Somers" in partnership with the multi-jurisdictional Comprehensive Plan prepared by Kenosha County.[15] Pursuant to statutory requirements, the Comprehensive Plan includes a land use element for guidance of future development and a housing element to provide an adequate housing supply that meets current and forecasted residential demand.[16] The proposed amendment to the Comprehensive Plan is relevant to and consistent with both elements.

i. Land Use Element

The Comprehensive Plan must contemplate land use objectives, policies, goals, maps and programs to guide future development in the County.[17] This land use element directly relates to each of the other comprehensive plan elements and therefore impacts all goals of comprehensive planning.[18] The Village's Comprehensive Plan expressly acknowledges that Wisconsin's consistency requirement is most directly related to the land use aspect of comprehensive planning and local zoning action.[19] Of particular relevance to the proposed amendment is the Comprehensive Plan's focus on providing an adequate supply of developable land to meet future demand for residential use, balancing property rights with community goals, and planning and development of land uses that create varied and unique communities.[20] Specifically, the Comprehensive Plan calls for "basic important regulatory tools that can be used to help direct the

[14] *See* Wis. Stat. § 66.1001(1)(am); *Lake City Corp. v. City of Mequon*, 207 Wis. 2d 155, 164, 558 N.W.2d 100 (1997).

[15] Village Code § 18.37; Comprehensive Plan at 1, 385.

[16] *See* Wis. Stat. § 66.1001(2)(b), (h).

[17] *See* Wis. Stat. § 66.1001(2)(h); Comprehensive Plan at 333.

[18] *See* Comprehensive Plan at 333, 392.

[19] *See* Comprehensive Plan at 339.

[20] Comprehensive Plan at 333-334.

design of development and redevelopment, as well as achieve [and] implement plan recommendations, including zoning, land division and official mapping ordinances[.]"[21]

A well-established goal of the County and Village in the Comprehensive Plan is to provide an adequate number of housing units to meet demand of future populations, and promote a range of reasonably priced housing choices for all income levels and ages in the County.[22] Kenosha County has projected and continues to project significant population growth. In the current Comprehensive Plan, Kenosha County contemplates a 146% increase in the need for urban residential use through the year 2035, and calls for local governments to designate enough land to accommodate the projected increase in population, households, and jobs in the County.[23] As the population continues to grow, the Comprehensive Plan encourages use of community design methods that accommodate residential development, such as higher density mixed-use development, and use of flexible zoning techniques to accommodate a variety of housing options.[24]

One such zoning technique is designation of "High-Density Residential" districts. These districts are characterized as consisting of a variety of residential neighborhoods, located within the urban services areas of the County and allowing for single-family, two-family and multifamily buildings.[25] The Village specifically uses this description with respect to high density residential neighborhoods in its community.[26] Specifically, the Comprehensive Plan's policy and programs seek to "encourage County and local land use plan maps and ordinances that support the provision of a full range of housing types… and implement programs included in the [Comprehensive Plan's] Housing Element."[27] The proposed amendment to the Comprehensive Plan has been developed in collaboration with the Village for just this purpose, to support development of multifamily housing that serves both the aesthetic wishes of the Village and the demand for a wide range of housing in the community. For the reasons set forth above and in the proceeding paragraphs, the proposed amendment is consistent with the Comprehensive Plan's goals and policies surrounding residential land use.

ii. Housing Element

The Wisconsin Statutes also require that the Comprehensive Plan anticipate housing goals for the County, including providing an adequate supply of housing attainable for individuals of all income

[21] Comprehensive Plan at 353.

[22] Comprehensive Plan at 397.

[23] Comprehensive Plan at 361, 392-393.

[24] *See* Comprehensive Plan at 351-352.

[25] *See* Comprehensive Plan at 357.

[26] *See* Comprehensive Plan at 387.

[27] Comprehensive Plan at 397.

levels and ages throughout each community.[28] Residential zoning regulations substantially determine the location, size and type of housing in a particular area, directly affecting housing inventory.[29] The Village's Comprehensive Plan acknowledges that density requirements control the cost of development, serving a vital purpose from a housing cost perspective.[30] Higher density housing correlates with lower rental rates for dwelling units.[31] As such, allowing for development of a mix of housing types within land use, master and comprehensive planning provides a range of living opportunities in the Village.[32] Support of the proposed Comprehensive Plan amendment and development of the Project is clearly consistent with these objectives.

In addition to utilizing land use ordinances to implement housing goals, the Comprehensive Plan encourages access to government funding to assist the private sector in fulfilling these housing needs.[33] Certain federal funding is administered through the Wisconsin Housing and Economic Development Authority (WHEDA) to help developers fund construction of rental housing targeted to lower-income households.[34] In its basic form, this Low-Income Housing Tax Credit (LIHTC) Program offers federal tax credits to owners of multifamily communities, making development and operation of quality rental homes financially feasible. Project owners and developers are able to offer these tax credits to institutional investors, who can apply them as a "credit" against their federal income tax liability in exchange for equity investment in the project. The LIHTC program also most often uses tax-exempt bonds as a financing mechanism, which results in reduced interest rate on project debt. This combination of tax credit investment equity and below-market interest rates leverage allows the multifamily project owner to build a high quality residential apartment product while offering affordable rental rates in the community (based on area median income).[35] This type of program, which the Project has qualified for, differs greatly from traditional low-income programs such as Section 8 vouchers. The Project will not receive any governmental funding or subsidized rent payments on behalf of its future tenants. Rather, because of the Project's incentivized financial structure, Roers is able to offer rental units to the working middle class at realistically attainable rates based on the tenants' income.

During prior review of the Comprehensive Plan amendment, Roers met resistance from the Commission that it had not previously encountered while developing the Project plans with the Village. The anti-rental housing rhetoric presented by both commissioners and members of the public contradicts the intent of the Village to encourage housing options for all. Further, there

[28] *See* Wis. Stat. § 66.1001(2)(b); Comprehensive Plan at 403.

[29] *See* Comprehensive Plan at 463.

[30] Comprehensive Plan at 467.

[31] Comprehensive Plan at 467.

[32] Comprehensive Plan at 468.

[33] Comprehensive Plan at 452.

[34] Comprehensive Plan at 459.

[35] *See* Comprehensive Plan at 459-460.

seems to be an arbitrary disdain for rental housing in general, rather than analysis of the proposed "increase" in density and its suitability at this location. The proposed amendment to the Comprehensive Plan seeks to allow high density residential use at the Property (solely by reason of the units-per-building metric, rather than as a result of an increase in the number of units per acre), and the Village's zoning code does not distinguish between rental and owner-occupied units. The Village's objective with regard to housing is to develop different types of housing so that there are residential opportunities at all economic levels. By developing the Property as rental units, the Project provides a supply of housing for middle and working class individuals and families who may otherwise not have the opportunity to reside in the community due to the costs of homeownership.

As previously noted, the Comprehensive Plan's analysis of overall housing needs mirrors the goals set forth in the land-use element. The County's and Village's goal is to promote a range of reasonably priced housing choices attainable for all income levels and age groups in the County.[36] Objectives to meet this goal encourage flexibility in zoning to accommodate a variety of housing options, and promote affordable housing choices for people who work in Kenosha County. The proposed amendment to the Comprehensive Plan to allow High-Density Residential use at the Property is clearly consistent with these objectives.

2. The Comprehensive Plan Amendment is Consistent with the Applicable Neighborhood Plan.

The Wisconsin Statutes allow governing bodies to divide municipalities into districts as may be best suited to carry out its comprehensive planning purposes.[37] In doing so, the municipality may further classify residential areas as to structure type and density to allow for a mix of housing consistent with recommended community-level and county plans.[38] The Village's zoning scheme includes individual plans reflecting the land use goals of its 16 neighborhoods.[39] One of these neighborhoods—the "Country Club" Neighborhood—has been further divided into the Country Club Neighborhood and the Parkside East Neighborhood.[40] The Property lies within the Parkside East Neighborhood, consisting of 942 acres bordered by Highway G to the west, County Road A and 7th Street to the north, the Chicago and Northwestern Railway to the east, and County E or 12th Street to the south.[41] In addition to the Comprehensive Plan, this neighborhood is governed by the

[36] Comprehensive Plan at 470.

[37] Wis. Stat. § 62.23(7)(b).

[38] *See* Comprehensive Plan at 345.

[39] Village Code § 18.37; Comprehensive Plan at 385.

[40] Southeastern Wisconsin Regional Planning Commission, *A Development for the Parkside East Neighborhood Region, Town of Somers, Kenosha County, Wisconsin*, 3 (Sept. 1993), https://www.somers.org/wp-content/uploads/2013/09/PARKSIDE-EAST.pdf.

[41] Village & Town of Somers, *Neighborhood Plans* (last visited May 28, 2026), https://www.somerswi.gov/our-community/development/neighborhood-plans/.

Development Plan for the Parkside East Neighborhood prepared in 1993 (the "**Neighborhood Plan**"). Despite being over 3 decades old, this guidance remains applicable to the area when considering local zoning matters.

The Neighborhood Plan was adopted as guidance for development of single-family, two-family and multifamily housing in the area.[42] Note that this description is identical to the Comprehensive Plan's vision for High-Density Residential use.[43] The Property is currently designated in the Neighborhood Plan as a mix of High-Density Residential and Medium-Density Residential uses.[44] The Neighborhood Plan also indicates that proposed multifamily development should remain consistent with a maximum density not to exceed 8.7 units per acre.[45] Even in its current form, the Neighborhood Plan contemplates "about 7.5 residential units per acre" for nearly 400 new multifamily units in the area.[46] The contemplated development remains within these thresholds, offering just 200 units at a density of 7.27 units per acre. The Project is consistent with the Neighborhood Plan's objectives for future multifamily development at the Property in all material respects other than exceeding the 8-unit limit per structure.

Local planning officials are called upon in the Neighborhood Plan to "remain receptive to proposed plan changes that can be shown to be better than the adopted plan, yet compatible with the overall objectives for the development of the neighborhood and the community as a whole."[47] Further "adjustments to the plan should be made as required by changing conditions."[48] Given the Village's preference for fewer structures at the Property, continued financial difficulties for the average working individual to become a homeowner, and compatibility with the overall objectives of both the Comprehensive Plan and Neighborhood Plan, designation for high density residential use at the Property is consistent with the intended flexibility of the overall comprehensive planning scheme and adaptation to changing conditions. The Neighborhood Plan also seeks to accommodate "a diversity of housing types and styles, as well as a wide range of land subdivision proposals."[49] Support of the proposed Comprehensive Plan amendment meets each of these objectives.

[42] Neighborhood Plan at 44.

[43] *Supra* fn. 25.

[44] Neighborhood Plan at 47-50.

[45] Neighborhood Plan at 44.

[46] Neighborhood Plan at 46.

[47] Neighborhood Plan at 2-3.

[48] Neighborhood Plan at 52.

[49] Neighborhood Plan at 51.

B. <u>The Comprehensive Plan Amendment is Compatible with Surrounding Land Uses</u>.

The portion of the Property to be designated as High-Density Residential use under the proposed amendment will remain compatible with the surrounding land uses set forth in the Comprehensive Plan. Currently, the affected Property and a majority of its surrounding land to the north, west, and south is vacant and used for agricultural purposes and/or protected as an environmental corridor for the Pike River. To the east of the affected Property is the Union Pacific Railroad, which remains in use for rail transportation purposes. As the Project will reinforce the existing buffer between any development and the Pike River, there are no incompatible land uses immediately adjacent to the portion of the Property proposed for high density use.

As previously discussed, the Comprehensive Plan's future land use map currently designates the Property as a mix of High-Density Residential and Medium-Density Residential uses. The portion of the Property affected by the proposed amendment is completely surrounded by similar residential uses or unaffected transportation uses. The Union Pacific Railroad to the east remains designated for "Other Transportation, Communication and Utility" use.[50] To the north and west lie "Medium-Density Residential" use, and to the south lies additional "High-Density Residential" use.[51] The Comprehensive Plan's existing environmental corridor designation to the west will not be affected by the amendment. The location does not immediately abut any property that is designated in the Comprehensive Plan for single-family, commercial, industrial, institutional or any other incompatible land use. Further, the Project will reinforce the existing buffer between any development and the Pike River. As such, the Comprehensive Plan amendment is clearly compatible with surrounding land uses.

Roers has made a concerted effort to work with the Village to develop Project plans that remain compatible with the neighborhood. The application materials demonstrate the Project's compatibility with uses in the near vicinity of the Property, such as the University of Wisconsin-Parkside and Carthage College campuses. These institutional uses are significant employers in the neighborhood, contributing to the demand for nearby housing for faculty and staff whose income makes homeownership at current housing prices and mortgage rates infeasible. The proposed High-Density Residential use at the Property will also enhance compatibility with the surrounding neighborhood by protecting open space areas surrounding the development, providing visual buffers and berms to help transition between different land uses, and encouraging recreational amenities and an attractive living environment consistent with single-family neighborhoods in the general area.[52] For example, the residential community also been designed in alignment with the nearby County Bike Trail, promoting safe and convenient pedestrian and bicycle access, and will maintain a 66%-to-34% open space-to-impervious surface ratio. Further, Roers has conducted a

[50] Comprehensive Plan at 386, Map 80.

[51] Comprehensive Plan at 386, Map 80.

[52] *See, e.g.,* Village of Somers Planning Commission, Meeting Packet, 125-129 (March 9, 2026).

residential development traffic analysis to ensure that access to and from the Project is safely and efficiently integrated with the surrounding community.[53] For the numerous reasons set forth above, the proposed Comprehensive Plan amendment allows for useful development of the Property in a manner designed to blend with surrounding land uses.

C. The Comprehensive Plan Amendment does not Present any Detrimental Environmental Effects.

The proposed amendment to the Comprehensive Plan to allow for "High-Density Residential" use on a portion of the Property does not present any detrimental environmental effects to the Property or surrounding area. The Property is currently designated for a mix of "Medium-Density Residential" and "High-Density Residential" uses. Therefore, use of the Property as a high-density residential community, when development is designed in accordance with Village standards, will not present a significant deviation in intensity of use than what is currently proposed in the Comprehensive Plan's future land use map. Any development on the Property, whether at medium-density or high-density, must comply with applicable state and local development standards to control stormwater runoff and erosion and protect nearby environmental resources both during construction and long term. As an experienced housing developer, Roers has thoughtfully developed the proposed Project to incorporate modern stormwater management and treatment systems, which will control runoff, reduce erosion, improve water quality, and overall upgrade the environment sustainability of the Property compared to its current agricultural use.[54] The Project plans also preserve open space and the environmental corridor along the Pike River. Therefore, the proposed Comprehensive Plan amendment does not present any detrimental environmental effects.

D. The Comprehensive Plan Amendment Demonstrates Substantial Public Benefit.

As both Kenosha County and the Village outline in the Comprehensive Plan, Neighborhood Plan and elsewhere, consistent population and job growth has heightened the demand for housing in the Village and surrounding areas.[55] However, residential development has not kept pace with this growth. In fact, Kenosha County reports that housing units have underproduced household growth by nearly 3,000 homes from 2006 to 2023.[56] As of 2021, the Village reports nearly a quarter of its homeowners and renters are considered housing cost burdened, meaning monthly housing costs

[53] Village of Somers Planning Commission, Meeting Packet, 157-191 (March 9, 2026).

[54] Village of Somers Planning Commission, Meeting Packet, 68, 75, 123 (March 9, 2026).

[55] *See supra* Section III.A.

[56] Kenosha County Housing Task Force, *Overview* (last visited June 1, 2026), https://www.kenoshacountywi.gov/2449/Kenosha-County-Housing-Task-Force (quoting Professor Kurt Paulsen, *Housing in Wisconsin: Demands, Trends and Challenges Presentation* (2025)).

exceed 30% of gross household income.[57] As of 2023, Kenosha County also exceeded state averages in the number of asset limited, income constrained, employed (ALICE) households and poverty-level households.[58] This crisis has recently prompted the Kenosha County and the Kenosha Area Business Alliance to develop a joint Housing Task Force to perform a Comprehensive Housing Study and Needs Assessment with the goal of implementing local solutions to help address the housing shortage for all income levels.[59] It cannot be disputed that there has been and continues to be an immediate need and public interest in development of attainably priced housing in the community, and the Property has been identified as an underdeveloped residentially zoned property for this purpose.[60]

Despite the previous comments of the Commission implying rental housing is unwelcome in the Village, the Village has undertaken to help address this need in its 2021 Affordability Report, which it elected to prepare to implement the housing element of its Comprehensive Plan.[61] In its report, the Village acknowledges the lack of LIHTC-incentivized, moderate-income housing units in the community, which offer "an important source of affordable workforce housing in the future."[62] The report also acknowledges that these types of high-density development differ from Section 8 subsidized housing and are not targeted at extremely low- or very low-income households.[63] Rather, LIHTC development offers attainably priced housing for the working class, which represents an extreme need in Kenosha County and the Village community. Approximately half of households in the Village earn a household income that would qualify for housing in the proposed Project.[64] The regional housing plan and Village Affordability Report recommend development of multifamily housing in urban areas at a density of at least 10 acres per acre.[65] The report also recommends flexibility in zoning regulations to encourage affordability.[66] The proposed Comprehensive Plan amendment allowing "High-Density Residential" use at the Property directly supports these goals and offers a substantial public benefit to combatting the area's demand for high-quality, attainable housing.

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[57] *See* Southeastern Wisconsin Regional Planning Commission, *Village of Somers Housing Affordability Report: 2021*, 10 ("**Affordability Report**").

[58] *See* United for ALICE, *2025 State of ALICE in Kenosha County*, *Wisconsin* (last visited June 1, 2026), https://www.kenoshaunitedway.org/sites/kenoshaunitedway/files/2025%20ALICE%20Kenosha%20County.pdf

[59] Kenosha County Executive News Releases, *Kenosha County to fund Comprehensive Housing Study and Needs Assessment* (March 25, 2026), https://wi-kenoshacounty.civicplus.com/m/newsflash/home/detail/3513.

[60] Affordability Report at 38, Map 3.1.

[61] Affordability Report at 2.

[62] Affordability Report at 7.

[63] Affordability Report at 11.

[64] *See* Affordability Report at 28, Table 2.16.

[65] Affordability Report at 43.

[66] Affordability Report at 43.

E. Village Facilities and Services are Adequate to Serve the Use Proposed in the Comprehensive Plan Amendment.

As part of Roers' collaboration with the Village, the Project has been designed with consideration to the existing Village facilities and services that will serve and support the "High-Density Residential" use proposed in the amendment. The Property is located in an area already serviced by public water and sanitary sewer systems with sufficient capacity to accommodate the proposed development.[67] Connection to the development will be in accordance with direction and requirements from the Village's Utility Department.[68] The traffic analysis for the Project supports the sufficiency of public roads and traffic volumes for seamless integration of additional housing units at this location. In addition, the Project plan will integrate with the nearby pedestrian infrastructure already in place, allowing for safe and convenient non-vehicular access to the Property and surrounding neighborhood. The portion of the Property affected by the proposed Comprehensive Plan amendment is well suited for multifamily housing without need for significant new public infrastructure investments.

In addition to infrastructure, the Project has been planned and will be developed alongside review of the Village's public service departments, including the Village Fire and Rescue Department. Development plans are consistent with fire engine access, fire hazard and emergency lane compliance, and water main connection and location requirements.[69] The proposed Comprehensive Plan amendment also allows the Property to be developed for a beneficial use that will expand the local tax base for the Village and operate to financially support the public services that both the Project and the surrounding community rely upon, such as fire, police, and other public works resources. Some of these public servants are part of the working class that the Project hopes to target within the Village community. As demonstrated in the application materials, the facilities and services for the proposed development at the Property are more than adequate to support the Comprehensive Plan amendment allowing for "High-Density Residential" at this location.

IV. Conclusion

The Project, which is proposed to be constructed without additional variance or any public subsidy from the Village, has been carefully developed alongside the Village and County's zoning and planning staff and will result in the creation of new, high-quality rental units which will not only serve a high-need demographic of working, middle class in the community, but blend seamlessly with the surrounding neighborhood. The Comprehensive Plan amendment proposed by Roers is wholly consistent with the Village and County's goals for combatting the local housing crisis, including those outlined in the current Comprehensive Plan and Neighborhood Plan, and is

[67] *See* Village of Somers Planning Commission, Meeting Packet, 122 (March 9, 2026).

[68] Village of Somers Planning Commission, Meeting Packet, 61-62 (March 9, 2026).

[69] Village of Somers Planning Commission, Meeting Packet, 51 (March 9, 2026).

designed to provide an asset to the community, including a sufficient tax basis for funding public services. This Commission's previous denial of the Comprehensive Plan amendment on the basis that a majority of the commissioners are unwilling to accept more rental multifamily housing in their community or at this location is wholly contradictory to the Village's future land use and zoning scheme. As such, Roers asks that this body not make an arbitrary or unreasonable decision for reasons inconsistent with the Village's stated development goals and existing zoning controls.

As demonstrated above, the Comprehensive Plan amendment and proposed Project satisfy all considerations of the Commission in analyzing a zoning application and performing its duty as a fair and impartial governing body. Accordingly, Roers respectfully requests that the Commission recommend approval of the Comprehensive Plan amendment for the Property.

Very truly yours,

WINTHROP & WEINSTINE, P.A.

Alyssa M. Namken

Cc: Nick Asta (nick.asta@roerscompanies.com)
Kevin McLain (kmclain@winthrop.com)
Jordan Hogness (jhogness@winthrop.com)

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Somers Land Use Plan 2035 "Existing Comprehensive Plan"



KENOSHA COUNTY INTERACTIVE MAPPING

- Street Centerlines

CountyLUP

- Agricultural and Rural-Density Residential
- Business/Industrial Park
- Commercial
- Extractive
- Farmland Protection
- General Agricultural and Open Land
- Governmental and Institutional
- High-Density Residential
- INRA
- Industrial
- Landfill
- Medium-Density Residential
- Mixed Use
- Nonfarmed Wetland
- Office/Professional Services
- Other Conservancy Land to be Preserved
- PEC
- Park and Recreational
- Rural-Density Residential
- SEC
- Street and Highway Right-of-Way
- Suburban-Density Residential
- Surface Water
- TCU

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1:6,000

1" = 500'

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.

Date Printed: 1/30/2026

Somers Land Use Plan 2035 "Proposed Comprehensive Plan Classification Change"



KENOSHA COUNTY
INTERACTIVE MAPPING

- Street Centerlines

CountyLUP

- Agricultural and Rural-Density Residential
- Business/Industrial Park
- Commercial
- Extractive
- Farmland Protection
- General Agricultural and Open Land
- Governmental and Institutional
- High-Density Residential
- INRA
- Industrial
- Landfill
- Medium-Density Residential
- Mixed Use
- Nonfarmed Wetland
- Office/Professional Services
- Other Conservancy Land to be Preserved
- PEC
- Park and Recreational
- Rural-Density Residential
- SEC
- Street and Highway Right-of-Way
- Suburban-Density Residential
- Surface Water
- TCU

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1:6,000
1" = 500'

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Date Printed: 1/30/2026

VILLAGE OF SOMERS

May 2015

VILLAGE OF SOMERS COMPREHENSIVE PLAN MAP AMENDMENT APPLICATION

(a) Property Owner's Name:
SFW LLC + FETTNER HERGOTT LLC x [signature] Sec/Mgr.
Signature

Mailing Address:
1431 TOULON

City: HIGHLAND PARK State: IL Zip: 60035

Phone Number: [redacted] E-mail (optional): _____

Note: If the property owner's signature cannot be obtained in the above space, a "letter of agent status" signed by the property owner must be submitted if you are an applicant (tenant, leaseholder, or authorized agent representing the legal owner) acting on their behalf.

Applicant's Name (if applicable):
Roers Companies (Attn: Nick Asta) x [signature]
Signature

Mailing Address:
2 Carlson Pkwy N #400

City: Plymouth State: MN Zip: 55447

Phone Number: [redacted] E-mail (optional): [redacted]

(b) Existing planned land use category as shown on Map 80 of the document entitled, "A Multi-Jurisdictional Comprehensive Plan For Kenosha County: 2035":
Medium Density Residentail and High-Density Residential

(c) Proposed land use category (must be a land use category included in the legend for Map 80 of the document entitled, "A Multi-Jurisdictional Comprehensive Plan For Kenosha County: 2035":
High-Density Residential

VILLAGE OF SOMERS

VILLAGE OF SOMERS COMPREHENSIVE PLAN
MAP AMENDMENT APPLICATION

(a) Property Owner's Name:

SFW LLC x _____
Signature

Mailing Address:

7 Mountain Road

City: Lexington State: MA Zip: 02420

Phone Number: [redacted] E-mail (optional): [redacted]

Note: If the property owner's signature cannot be obtained in the above space, a "letter of agent status" signed by the property owner must be submitted if you are an applicant (tenant, leaseholder, or authorized agent representing the legal owner) acting on their behalf.

Applicant's Name (if applicable):

Roers Companies (Attn: Nick Asta) x _____
Signature

Mailing Address:

2 Carlson Pkwy N #400

City: Plymouth State: MN Zip: 55447

Phone Number: [redacted] E-mail (optional): [redacted]

(b) Existing planned land use category as shown on Map 80 of the document entitled, "A Multi-Jurisdictional Comprehensive Plan For Kenosha County: 2035":

Medium Density Residentail and High-Density Residential

(c) Proposed land use category (must be a land use category included in the legend for Map 80 of the document entitled, "A Multi-Jurisdictional Comprehensive Plan For Kenosha County: 2035":

High-Density Residential

Scanned with CamScanner

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

Roers Companies is proposing the construction of a high-quality, residential community consisting of 200 modern, family-oriented apartment units located at the northwest of 12th Street and Sheridan Road in Kenosha, Wisconsin. The development will be composed of 15 two-story stacked flat buildings, by way of five 8-unit buildings and ten 16-unit buildings. These structures are thoughtfully designed to comply with all applicable zoning requirements and Village guidance. Building architecture will incorporate masonry elements, large windows, and durable cementitious siding, creating an attractive and cohesive residential environment. The project will provide a combination of tuck-under garages and surface parking, with each unit assigned one dedicated garage space. Berms and enhanced landscaping will be integrated throughout the site to create a sense of inward cohesion, buffer future development to the west, and provide visual and spatial separation from the railroad corridor to the east.

(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:

See word file attachment for full explanation.

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

The proposed Comprehensive Plan amendment to expand the high-density residential considerations to more of the subject property is compatible with the surrounding land uses and supports the existing development pattern in the area. The site is located in proximity to the University of Wisconsin–Parkside and Carthage College, both of which are institutional land uses that generate ongoing demand for nearby housing for students, faculty, staff, and affiliated professionals. The proposed development also aligns well with the shared-use sidepath located adjacent to the site. This multimodal facility provides safe and convenient pedestrian and bicycle access, supporting non-vehicular transportation, reducing reliance on automobiles, and promoting a healthy lifestyle.

Open space areas surrounding the site further enhance compatibility by providing visual buffers, recreational opportunities, and transitions between different land uses. The presence of open space helps mitigate potential impacts associated with this development, such as building scale and activity levels, while contributing to an attractive and healthful living environment. Placing the apartment development like this within close proximity to open space can enhance safety through passive surveillance and increase utilization of recreational amenities. Overall, the proposed Comprehensive Plan amendment represents an appropriate and compatible land use transition that supports institutional uses, leverages

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

The proposed amendment is not expected to result in any negative environmental impacts. The conversion of the site from active farmland to a thoughtfully planned and stabilized development, incorporating modern stormwater management and treatment systems, is anticipated to provide an overall environmental benefit. Properly designed stormwater facilities will control runoff, reduce erosion, and improve water quality before discharging to the surrounding watershed. All site construction activities will be conducted in accordance with an approved stormwater runoff and erosion control plan and will comply with applicable state and local development standards, ensuring that environmental resources are protected both during construction and over the long term.

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

The proposed apartment complex delivers a substantial public benefit by expanding access to high-quality housing while supporting the community's long-term planning, economic, and sustainability objectives. By introducing a mix of modern, well-designed residential units in a compact and efficient development pattern, the project helps address current and projected housing demand, supports workforce and family housing needs, and promotes more efficient use of land and existing infrastructure. The development encourages walkability and connectivity, reduces pressure for outward expansion, and incorporates sustainable design practices that lower environmental impacts over time. In addition, the project is expected to strengthen the local tax base, support nearby businesses, and contribute to a safe, attractive, and cohesive neighborhood, providing lasting social and economic benefits to the broader 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:

The public roads, services, and utilities are adjacent to this property and provide the necessary means to serve the proposed development associated with the amendment. The site is located in an area already served by public water and sanitary sewer systems with sufficient capacity to accommodate the proposed development. In addition, existing pedestrian infrastructure in the vicinity, including sidepaths and connections to nearby destinations, supports safe and convenient non-vehicular access. Together, these facilities provide a strong foundation for the proposed development and can serve it efficiently without the need for significant new public infrastructure investments.

See word file attachment for full explanation on water and sewer utilities.

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

There are existing and planned facilities and services that will adequately serve the development. An existing bus route travels along 12th, providing transit service to the site that would connect to the area's higher education facilities. The development's proximity to these institutions makes the proposed development housing desirable to students and university employees. A fire station, which would serve the development, is located on the southeast corner of the site. The planned expansion of the Pike Trail will connect this development to downtown Kenosha in the south, positively impacting both recreational and alternative transportation modes to jobs, shopping, dining, and services. Nearby recreation opportunities, including sports fields, can be found at Peorio Park just south of this development.

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

(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:

Lot 2 in Certified Survey Map No. 2275, recorded November 26, 2001 as Document No. 1244084 and being part of the Northwest 1/4 of the Northwest 1/4 of Section 8 and of the Northeast 1/4, Southeast 1/4 and Southwest 1/4 of the Northeast 1/4 and of the Southeast 1/4 of the Northwest 1/4 and of the Northeast 1/4 of the Southwest 1/4 and of the Northeast 1/4, Northwest 1/4, Southwest 1/4 of the Southeast 1/4 of Section 7, and part of the Northwest 1/4 of the Northeast 1/4 of Section 18, Township 2 North, Range 23 East. Said land being in the Town of Somers, County of Kenosha, State of Wisconsin.
Tas key #: 83-4-223-074-0006

(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).

(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

IMPORTANT TELEPHONE NUMBERS

Kenosha County Center
Department of Planning & Development
19600 - 75th 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

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: March 20th, 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: March 20th, 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 30th, 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 9th, 2026

Village Board meeting date (tentative): May 12th, 2026

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

IMPORTANT TELEPHONE NUMBERS

Kenosha County Center
Department of Public Works & Development Services
19600 - 75th Street, Suite 185-3
Bristol, Wisconsin 53104-9772

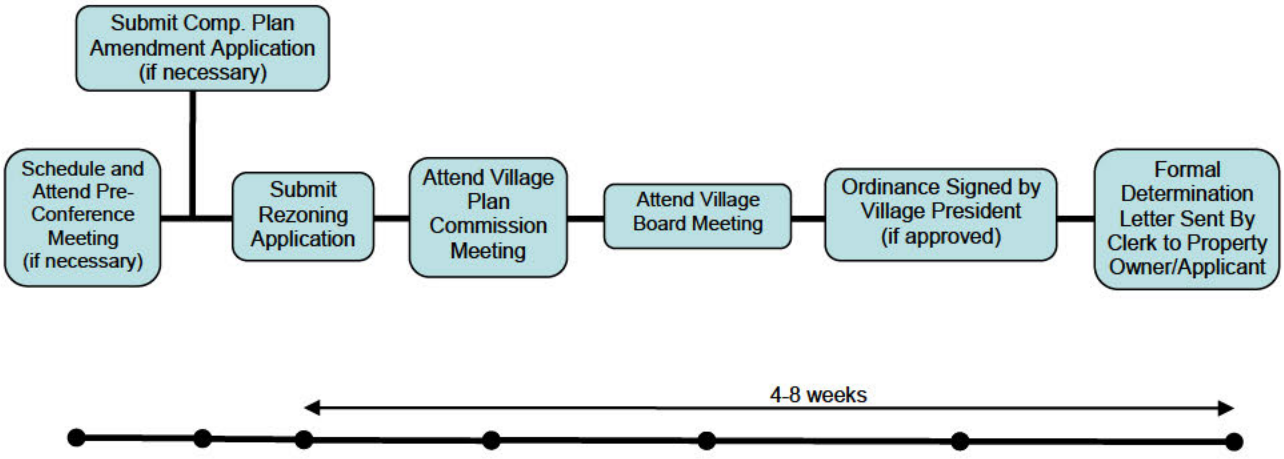
Division of Planning & Development (including Sanitation & Land Conservation) **857-1895**
Facsimile # 857-1920

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
Wisconsin Department of Transportation - Waukesha Office 548-8722

Rezoning Procedure Timeline



For Reference Purposes

VILLAGE OF SOMERS
Department of Planning and Development

REZONING APPLICATION

(a) Property Owner's Name:
SFW LLC + FETTNER HERGOTT LLC

Print Name: JAY S. HERGOTT Signature: Mgr.

Mailing Address: 1431 TOULON COURT

City: HIGHLAND PARK State: IL Zip: 60035

Phone Number: [redacted] 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: Nick Asta Signature:

Business Name: Roers Companies

Mailing Address: 2 Carlson Pkwy N #400

City: Plymouth State: MN Zip: 55447

Phone Number: [redacted] E-mail (optional): [redacted]

(c) Tax key number(s) of property to be rezoned:
83-4-223-074-0006

Property Address of property to be rezoned:
TBD

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

VILLAGE OF SOMERS
Department of Planning and Development

REZONING APPLICATION

(a) Property Owner's Name:
SFW LLC

Print Name: David S Cohen, Manager Signature: [signature]

Mailing Address: 7 Mountain Road

City: Lexington State: MA Zip: 02420

Phone Number: [redacted] E-mail (optional): [redacted]

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: Nick Asta Signature: [signature]

Business Name: Roers Companies

Mailing Address: 2 Carlson Pkwy N #400

City: Plymouth State: MN Zip: 55447

Phone Number: [redacted] E-mail (optional): [redacted]

(c) Tax key number(s) of property to be rezoned:
83-4-223-074-0006

Property Address of property to be rezoned:
TBD

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

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(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
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☐ 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

(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: 15 County Board Supervisor: Dave Geertsen

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

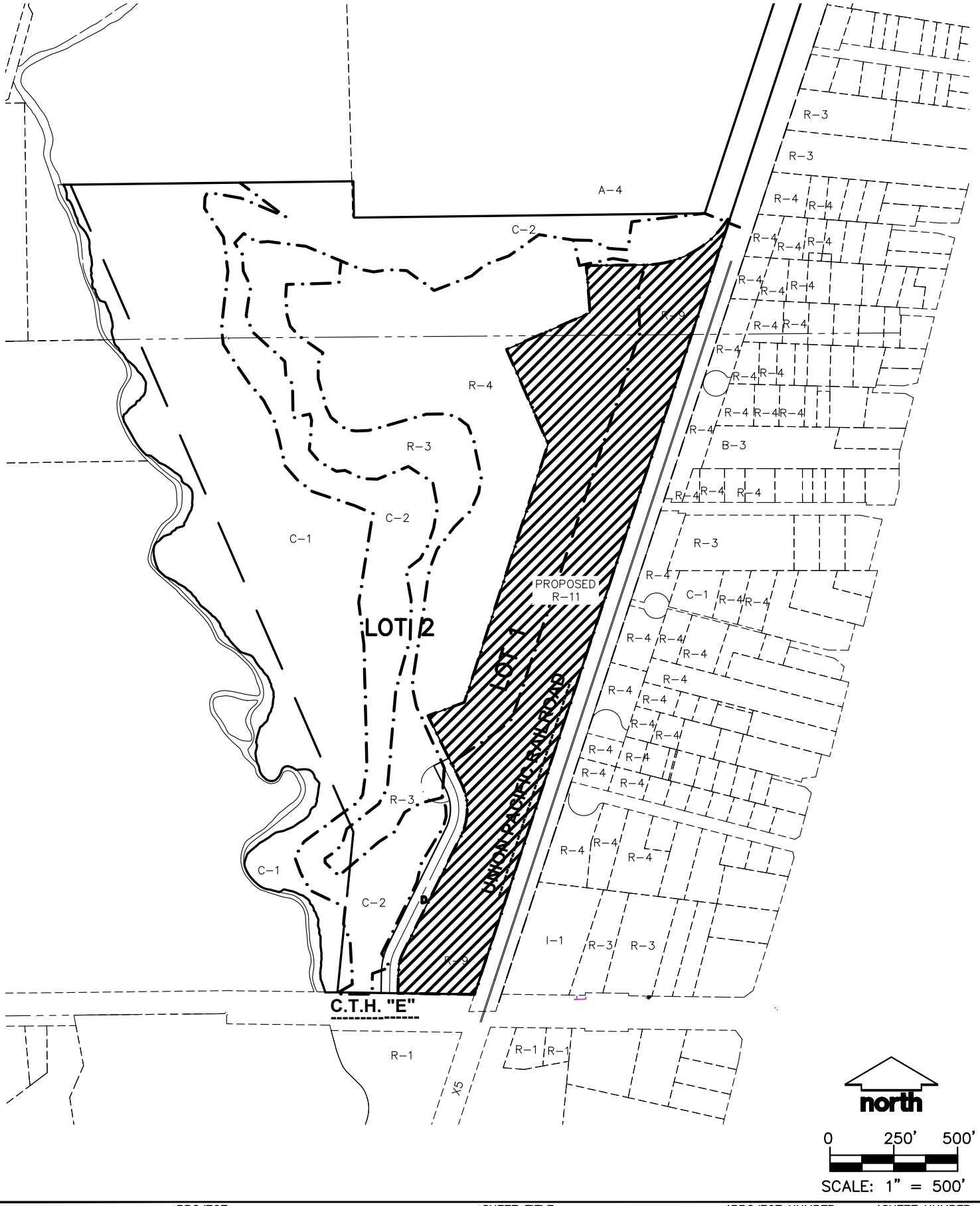
Request for Rezoning Petition (payable to "Kenosha County").....$1,450.00

(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.



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JSD
MILWAUKEE REGIONAL OFFICE
W238 N1610 BUSSE ROAD, SUITE 100
WAUKESHA, WISCONSIN 53188
P. 262.513.0666

PROJECT:
SOMERS ZONING EXHIBIT
12TH STREET, VILLAGE OF SOMERS

SHEET TITLE:
REZONING EXHIBIT

PROJECT NUMBER: 24-14964
DRAWN BY: CPL/DEB
DATE: 01/29/26

SHEET NUMBER: 1

LEGAL DESCRIPTION

THAT PART OF LOT 2 OF CERTIFIED SURVEY MAP No. 2275, RECORDED NOVEMBER 26, 2001 AS DOCUMENT No. 1244084 AND BEING PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8 AND OF THE NORTHEAST 1/4, SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND OF THE NORTHEAST 1/4, NORTHWEST 1/4, SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 2 NORTH, RANGE 23 EAST, SAID LAND BEING IN THE VILLAGE OF SOMERS, COUNTY OF KENOSHA, STATE OF WISCONSIN, DESCRIBED MORE PARTICULARLY AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 7; THENCE S 00°16'48" W ALONG THE EAST LINE OF SAID NORTHEAST 1/4 OF SECTION 7, 33.00 FEET TO A POINT ON THE SOUTH LINE OF COUNTY TRUNK HIGHWAY "A" (CTH A); THENCE N 89°31'18" E ALONG SAID SOUTH LINE 33.23 FEET TO A POINT ON THE WESTERLY LINE OF THE UNION PACIFIC RAILROAD; THENCE S 18°13'26" W ALONG SAID LINE 2278.58 FEET AND THE POINT OF BEGINNING OF LANDS TO BE DESCRIBED; THENCE CONTINUING S 18°13'26" W, 3198.51 FEET TO A POINT ON THE NORTH LINE OF COUNTY TRUNK HIGHWAY "E" (CTH E); THENCE N 89°07'55" W, 299.98' TO A POINT; THENCE N 00°52'05" E, 84.90 FEET TO A POINT; THENCE NORTHEASTERLY ALONG A CURVE WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE CHORD BEARS N 13°36'35" E AND WHOSE RADIUS IS 167.00 FEET, 73.67 FEET TO A POINT; THENCE N 26°21'05" E, 515.71 FEET; THENCE NORTHEASTERLY ALONG A CURVE WHOSE CENTER LIES TO THE WEST, WHOSE CHORD BEARS N 00°00'57" E AND WHOSE RADIUS IS 233.00 FEET, 206.73 FEET TO A POINT; THENCE N 26°19'11" W, 293.29 FEET TO A POINT; THENCE N 69°50'04" E, 152.13 FEET TO A POINT; THENCE N 17°57'44" E, 1065.08 FEET TO A POINT; THENCE N 23°44'46" W, 404.94 FEET TO A POINT; THENCE N 66°15'14" E, 358.04 FEET TO A POINT; THENCE N 04°35'52" W, 185.56 FEET TO A POINT; THENCE N 89°24'43" E, 230.96 FEET; THENCE NORTHEASTERLY ALONG A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE CHORD BEARS N 61°05'37" E AND WHOSE RADIUS IS 390.06 FEET, 371.46 FEET TO A POINT; THENCE S 72°27'09" E, 6.61 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1,214,941 SQUARE FEET OR 27.8912 ACRES.

File: \\JSDINC\projects2\2024\2414964\DWG\Survey Sheets\2414964 Zoning Exhibit.dwg Layout: Legal Description User: dan.bednar Plotted: Jan 30, 2026 - 8:40am

JSD
MILWAUKEE REGIONAL OFFICE
W238 N1610 BUSSE ROAD, SUITE 100
WAUKESHA, WISCONSIN 53188
P. 262.513.0666

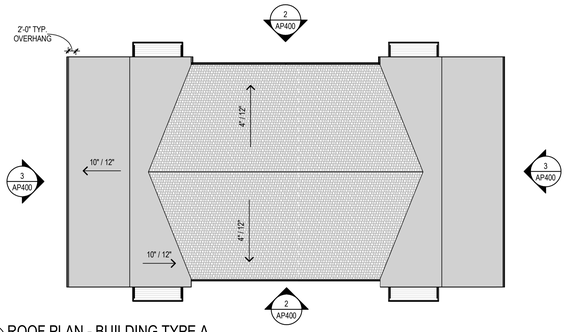
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SOMERS ZONING EXHIBIT
12TH STREET, VILLAGE OF SOMERS

SHEET TITLE:
EXHIBIT LEGAL DESCRIPTION

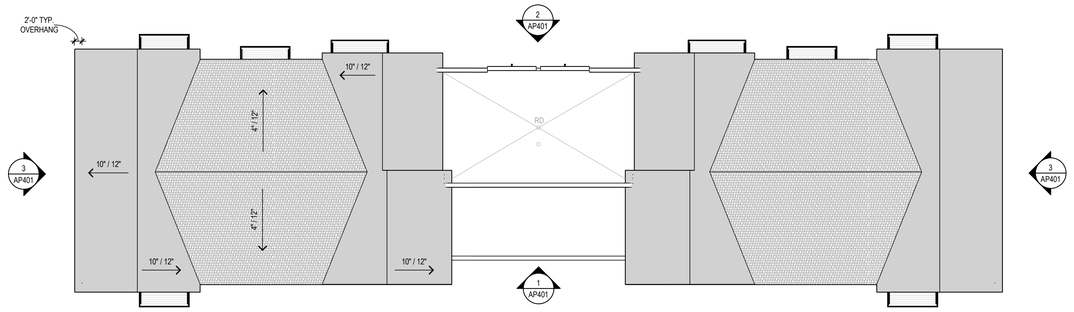
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DRAWN BY: CPL
DATE: 01/20/26

SHEET NUMBER: 2

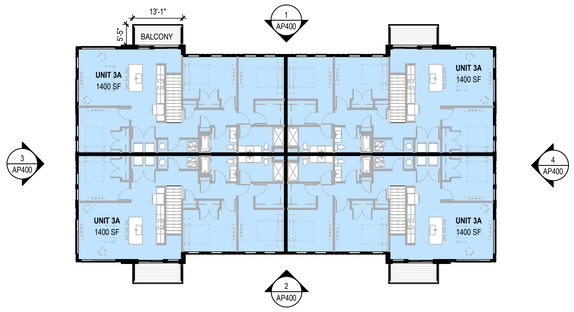
SQUARE FOOTAGES			
BLDG TYPE A	SF	# OF BLDGS	
1ST	5,909		
2ND	5,909		
TOTAL	**11,818**	5	**59,090 GSF**
BLDG TYPE B			
1ST	13,095		
2ND	12,195		
TOTAL	**25,290**	10	**252,900 GSF**
TOTAL		**15**	**311,990 GSF**



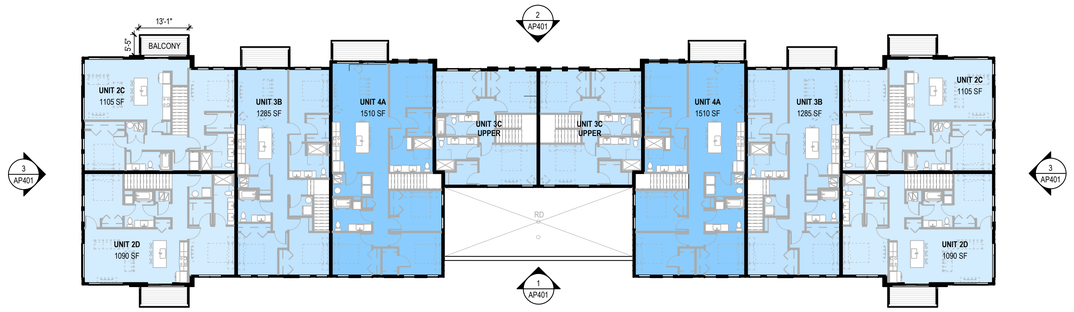
5 ROOF PLAN - BUILDING TYPE A
1/16" = 1'-0"



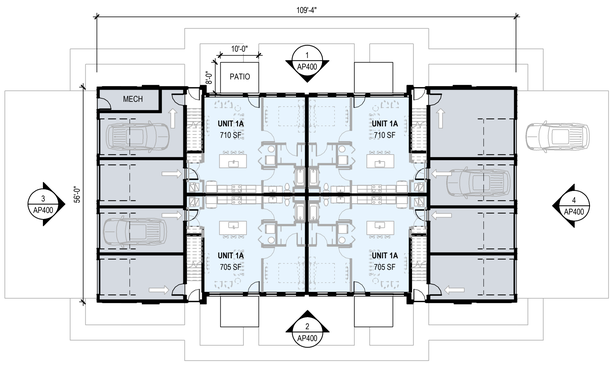
6 ROOF PLAN - BUILDING TYPE B
1/16" = 1'-0"



3 2ND FLOOR PLAN - BUILDING TYPE A
1/16" = 1'-0"



4 2ND FLOOR PLAN - BUILDING TYPE B
1/16" = 1'-0"



1 1ST FLOOR PLAN - BUILDING TYPE A
1/16" = 1'-0"



2 1ST FLOOR PLAN - BUILDING TYPE B
1/16" = 1'-0"

Engberg Anderson

SOMERS FLATS

BUILDING PLANS
Scale: As indicated
Date: 01/30/2026
Engberg Anderson Project No.: 253855

EXTERIOR MATERIALS

- DIMENSIONAL ASPHALT SHINGLES
- BRICK MASONRY
- BOARD & BATTEN - CEMENT BOARD
- CEMENT BOARD PANEL
- WOOD LOOK CEMENT BOARD



3 END ELEVATION - BUILDING TYPE A
1/8" = 1'-0"



4 END ELEVATION 2 - BUILDING TYPE A
1/8" = 1'-0"



6 ELEV. - TRASH ENCL. TYP.
1/8" = 1'-0"

5 ELEV. - TRASH ENCL. GATE
1/8" = 1'-0"



1 DRIVE ELEVATION - BUILDING TYPE A
1/8" = 1'-0"



2 PRIMARY ELEVATION - BUILDING TYPE A
1/8" = 1'-0"

Engberg Anderson

SOMERS FLATS

EXTERIOR ELEVATIONS BUILDING A
Scale: 1/8" = 1'-0"
Date: 01/30/25
Engberg Anderson Project No.: 253855

AP400



3 END ELEVATION 1 - BUILDING TYPE B
1/8" = 1'-0"



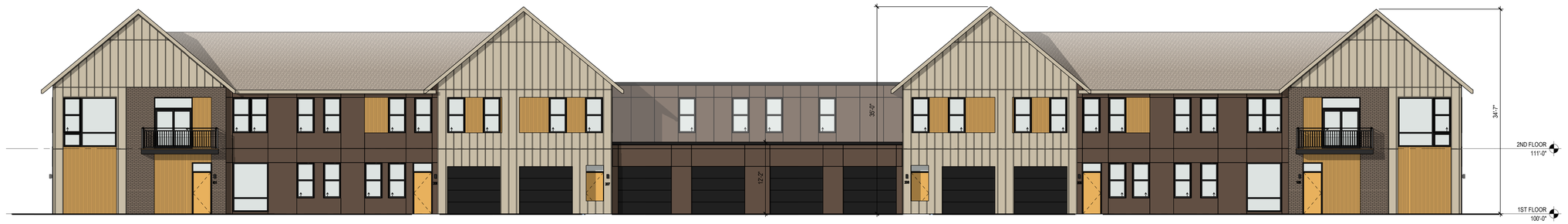
4 END ELEVATION 2 - BUILDING TYPE B
1/8" = 1'-0"

EXTERIOR MATERIALS

- DIMENSIONAL ASPHALT SHINGLES
- BRICK MASONRY
- BOARD & BATTEN - CEMENT BOARD
- CEMENT BOARD PANEL
- WOOD LOOK CEMENT BOARD



2 PRIMARY ELEVATION - BUILDING TYPE B
1/8" = 1'-0"



1 DRIVE ELEVATION - BUILDING TYPE B
1/8" = 1'-0"

Engberg Anderson

SOMERS FLATS

EXTERIOR ELEVATION - BUILDING B
Scale: 1/8" = 1'-0"
Date: 01/30/26
Engberg Anderson Project No.: 253855

AP401

Engberg Anderson

SOMERS FLATS

RENDERING
Scale:
Date: 01/30/26
Engberg Anderson Project No.: 253855



Engberg Anderson

SOMERS FLATS

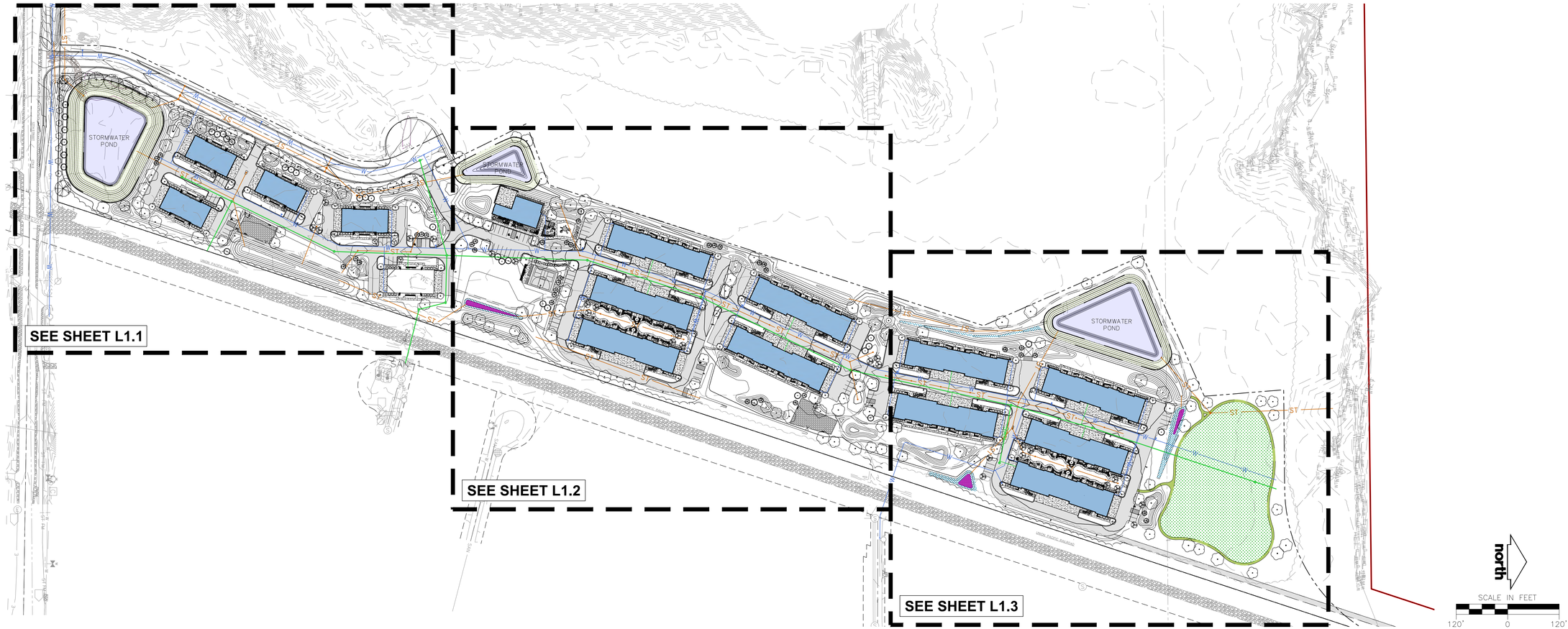
RENDERING
Scale:
Date: 01/30/26
Engberg Anderson Project No.: 253855



Engberg Anderson

SOMERS FLATS

RENDERING
Scale:
Date: 01/30/26
Engberg Anderson Project No.: 253855



PLANT SCHEDULE

SYMBOL	CODE	BOTANICAL / COMMON NAME	CONT	SIZE	QTY
EVERGREEN TREE					
	LALA	*Larix laricina* / Tamarack	B & B	8' Ht. (min)	4
	PIGL	*Picea glauca* / White Spruce	B & B	6' Ht. (min)	33
	PIGLD	*Picea glauca 'Densata'* / Black Hills Spruce	B & B	6' Ht. (min)	37
ORNAMENTAL TREES					
	CECA	*Cercis canadensis 'Columbus'* / Columbus Strain Eastern Redbud	B & B	6' Ht. (min)	26
	HEMIT	*Heptacodium miconioides 'SMNHMRF'* / Temple of Bloom® Seven Son Flower	B & B	8' Ht. (min)	1
	MARR	*Malus x 'Royal Raindrops'* / Royal Raindrops Crabapple	B & B	1.5" Cal	6
	MAAD	*Malus x 'Adirondack'* / Adirondack Crabapple	B & B	1.5" Cal	4
OVERSTORY DECIDUOUS TREES					
	ACMI	*Acer miyabei 'Morton'* / State Street™ Miyabe Maple	B & B	2.5"Cal	6
	GIBI	*Ginkgo biloba 'Autumn Gold'* TM / Autumn Gold Maidenhair Tree	B & B	1.5" Cal	63
	GIBIP	*Ginkgo biloba 'Princeton Sentry'* / Princeton Sentry Maidenhair Tree	B & B	1.5" Cal	8
	GLTR	*Gleditsia triacanthos inermis 'Shademaster'* TM / Shademaster Locust	B & B	1.5" Cal	61
	GLDRS	*Gleditsia triacanthos inermis 'Draves'* / Street Keeper® Honey Locust	B & B	2.5" Cal	61
	PEAC	*Platanus x acerifolia 'Morton Circle'* TM / Exclamation London Plane Tree	B & B	1.5" Cal	4
	QUBI	*Quercus bicolor* / Swamp White Oak	B & B	1.5" Cal	2
	QUWA	*Quercus x warei 'Regal Prince'* / Regal Prince Oak	B & B	1.5" Cal	14
	TITO	*Tilia tomentosa 'PNI 6051'* / Green Mountain® Silver Linden	B & B	1.5" Cal	4

DECIDUOUS SHRUBS					
	CAFL	*Calycanthus floridus 'SMNCAF'* / Simply Scentsational® Sweetshrub	#5	24" Ht. (min)	3
	COBA	*Cornus baileyi* / Bailey's Red-twig Dogwood	B & B	36" Ht. (min)	60
	COSE	*Cornus sericea 'Farrow'* / Arctic Fire® Red Twig Dogwood	#3	24" Ht. (min)	115
	RORA	*Rosa x 'Radtko'* / Double Knock Out® Red Rose	#3	24" Ht. (min)	42
	SYPU	*Syringa pubescens patula 'Miss Kim'* / Miss Kim Korean Lilac	#5	24" Ht. (min)	48
	SYPA	*Syringa x 'SMNJRP' TM* / Bloomerang Dwarf Pink Lilac	#5	24" Ht. (min)	8
	VIJU	*Viburnum x juddii* / Judd Viburnum	B & B	36" Ht. (min)	42
EVERGREEN SHRUBS					
	BUGV	*Buxus x 'Green Velvet'* / Green Velvet Boxwood	B & B	18" Ht. (min)	163
	BUGM	*Buxus x 'Green Mountain'* / Green Mountain Boxwood	B & B	18" Ht. (min)	8
	JUCH	*Juniperus chinensis 'Sea Green'* / Sea Green Juniper	#5	24" Ht. (min)	174
	JUSA	*Juniperus sabina 'Mini-Arcadia'* / Mini Arcadia Juniper	#5	24" Dia. (min)	6
	JUGO	*Juniperus x 'Grey Owl'* / Grey Owl Juniper	#5	24" Dia. (min)	40
	TAMEH	*Taxus x media 'Hicksii'* / Hicks Anglo-Japanese Yew	#5	30" Ht. (min)	68
PERENNIALS & GRASSES					
	ALSU	*Allium x 'Summer Beauty'* / Summer Beauty Allium	#1	Min. 8"-18"	94
	CAAC	*Calamagrostis x acutiflora 'Karl Foerster'* / Karl Foerster Feather Reed Grass	#1	Min. 8"-18"	482
	CANE	*Calamintha nepeta 'Montrose White'* / Montrose White Catmint	#1	Min. 8"-18"	45
	GEBI	*Geranium x cantabrigiense 'Biokovo'* / Biokovo Cranesbill	#1	Min. 8"-18"	32
	HEMC	*Hemerocallis x 'Chicago Apache'* / Daylily	#1	Min. 8"-18"	11
	HEBT	*Heuchera x 'Berry Timeless'* / Berry Timeless Coral Bells	#1	Min 8"-18"	52
	MOCAH	*Molinia caerulea 'Heidebraut'* / Heidebraut Moor Grass	#1	Min 8"-18"	42
	PAVI	*Panicum virgatum 'Shenandoah'* / Shenandoah Switch Grass	#1	Min. 8"-18"	72
	SANEC	*Salvia nemorosa 'Caradonna'* / Cardonna Meadow Sage	#1	Min. 8"-18"	14
	SCSC	*Schizachyrium scoparium 'Prairie Blues'* / Prairie Blues Little Bluestem *	#1	Min. 8"-18"	388
	SEAF	*Sedum x 'Autumn Fire'* / Autumn Fire Sedum	#1	Min 8"-18"	16
	SPHE	*Sporobolus heterolepis* / Prairie Dropseed	#1	Min. 8"-18"	177

MUNICIPAL LANDSCAPE REQUIREMENTS

ZN 3.19(5) OPEN YARD AREAS (68,610 Square Feet)

Landscape Requirement:	*1 Evergreen or Deciduous Tree per 1,050 SF of Open Yard Area*
Calculation:	*68,610 / 1,000 x 2 Trees = 137.2*
Total Landscaping Required:	***138 Trees***
Total Landscaping Provided:	***138 Trees***
Provisions:	*All lots shall provide a combination of deciduous, evergreen, ornamental trees and shrubs* *Two ornamental trees or shrubs shall equal one evergreen or deciduous tree*

TREE TYPE	*QTY*
Overstory Deciduous Trees	93
Evergreen Trees	44
Ornamental Trees	4
Total Trees =	***138***

ZN 3.19(6) BUILDING FOUNDATIONS (5,278 LF TOTAL)

Landscape Requirement:	*1 Ornamental Tree (or 2 Shrubs) per 20 LF of Building Foundation*
Calculation:	*5,278 / 20 = 263.9 Trees*
Total Landscaping Required:	***264 Trees***
Total Landscaping Provided:	***322 Trees***
Provisions:	*All lots shall provide a combination of ornamental trees and shrubs, larger trees shall not be us* *Plant drip lines shall be located within 10 feet of building foundations*

PLANT TYPE	*QTY*
Ornamental Trees	16
Shrubs	612
Total Trees =	***322***

ZN 3.19(7) STREET FRONTAGE (1,297 Linear Feet)

Landscape Requirement:	*1 Evergreen or Deciduous Tree per 30 LF of Street Frontage*
Calculation:	*1,297 / 30 = 43.2*
Total Landscaping Required:	***44 Trees***
Total Landscaping Provided:	***44 Trees***
Provisions:	*All lots shall provide a combination of deciduous, evergreen and ornamental trees* *Landscaping shall comply with the traffic visibility requirements of § ZN 3.06(1)* *Shrubs shall not be used to meet this requirement* *Two ornamental trees shall equal one evergreen or deciduous tree*

TREE TYPE	*QTY*
Overstory Deciduous Trees	38
Evergreen Trees	6
Ornamental Trees	0
Total Trees =	***44***

ZN 3.19(8) PARKING AREA PERIMETERS (3,901 Linear Feet)

Landscape Requirement:	*1 Evergreen or Deciduous Tree per 25 LF of Parking Area Perimeter*
Calculation:	*3,901 / 25 = 156.0*
Total Landscaping Required:	***156 Trees***
Total Landscaping Provided:	***156 Trees***
Provisions:	*All lots shall provide a combination of deciduous, evergreen and ornamental trees* *Two ornamental trees or four shrubs shall equal one evergreen or deciduous tree*

PLANT TYPE	*QTY*
Overstory Deciduous Trees	86
Evergreen Trees	24
Ornamental Trees	30
Shrubs	102
Total Trees =	***156***

ZN 3.19(9) PARKING AREA INTERIORS

Landscape Requirements:	*All parking aisles or bays shall terminate with a landscaped island of at least 160 square feet and contain at least one deciduous or ornamental tree* *Every third parking bay shall have a continuous landscaped planting strip of not less than 8 feet in width running the entire length of the bay and contain at least one deciduous or ornamental tree per 50 feet*

GENERAL NOTES

1. REFER TO THE EXISTING CONDITIONS SURVEY FOR EXISTING CONDITIONS NOTES AND LEGEND.
2. ALL WORK IN THE ROW SHALL BE IN ACCORDANCE WITH THE MUNICIPAL STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
3. JSD SHALL BE HELD HARMLESS AND DOES NOT WARRANT ANY DEVIATIONS BY THE OWNER/CONTRACTOR FROM THE APPROVED CONSTRUCTION PLANS THAT MAY RESULT IN DISCIPLINARY ACTIONS BY ANY OR ALL REGULATORY AGENCIES.
4. THE LANDSCAPE CONTRACTOR SHALL COORDINATE ALL FINE GRADING AND TOPSOILING WITH GENERAL CONTRACTOR
5. REFER TO "LANDSCAPE DETAILS AND NOTES" SHEET FOR ADDITIONAL DETAILS, NOTES AND SPECIFICATION INFORMATION INCLUDING MATERIALS, GUARANTEE AND EXECUTION RELATED TO LANDSCAPE PLAN
6. CONTRACTOR SHALL REVIEW SITE CONDITIONS FOR UTILITY CONFLICTS, DRAINAGE ISSUES, SUBSURFACE ROCK, AND PLANT PLACEMENT CONFLICTS PRIOR TO PLANT INSTALLATION. REPORT ANY CONDITIONS THAT MAY HAVE ADVERSE IMPACT ON PLANTING OPERATIONS TO LANDSCAPE ARCHITECT
7. DO NOT COMMENCE PLANTING OPERATIONS UNTIL ALL ADJACENT SITE IMPROVEMENTS, IRRIGATION INSTALLATION (IF APPLICABLE), AND FINISH GRADING ARE COMPLETE
8. ALL DISTURBED AREAS TO RECEIVE TURFGRASS SEED MIX UNLESS OTHERWISE DEPICTED

LEGEND

- PROPERTY LINE
- RIGHT-OF-WAY
- EASEMENT LINE
- BUILDING OUTLINE
- BUILDING OVERHANG
- EDGE OF PAVEMENT
- STANDARD CURB AND GUTTER
- REJECT CURB AND GUTTER
- MOUNTABLE CURB AND GUTTER
- 8" CONCRETE RIBBON CURB
- ASPHALT PAVEMENT
- HEAVY DUTY ASPHALT PAVEMENT
- CONCRETE PAVEMENT
- HEAVY DUTY CONCRETE PAVEMENT
- 959 PROPOSED 1 FOOT CONTOUR
- 960 PROPOSED 5 FOOT CONTOUR
- 959 EXISTING 1 FOOT CONTOUR
- 960 EXISTING 5 FOOT CONTOUR
- STORMWATER MANAGEMENT AREA
- S SANITARY SEWER
- W WATERMAIN
- D STORM SEWER
- SAN EXISTING SANITARY SEWER
- W EXISTING WATERMAIN
- ST EXISTING STORM SEWER
- RETAINING WALL
- BOULDER WALL
- RAILING
- FENCE
- LIGHT POLE (REFER TO PHOTOMETRIC PLAN)
- ADA PARKING SIGN
- FLAG POLE
- BOLLARD
- BOLLARD WITH ADA PARKING SIGN
- BIKE RACK
- TREE REMOVAL
- SHRUB REMOVAL
- LANDSCAPE EDGING
- DECORATIVE STONE MULCH
- PRAIRIE SEED MIX
- TURFGRASS SEED MIX
- SOD
- RAINWATER RENEWAL SEED MIX

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W238 N1610 BUSSE ROAD, SUITE 100
WAUKESHA, WISCONSIN 53188
P. 262.513.0666

CLIENT:
ROERS COMPANIES

CLIENT ADDRESS:
TWO CARLSON PARKWAY NORTH
PLYMOUTH, MN 55447

PROJECT:
12TH STREET MULTI-FAMILY DEVELOPMENT

PROJECT LOCATION:
12TH STREET
VILLAGE OF SOMERS
KENOSHA COUNTY, WI

REVIEW DRAWING
NOT TO BE USED FOR CONSTRUCTION
DATE OF ISSUE 01-19-2026

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Designed By: HMB
Reviewed By: KJY
Approved By: KJY

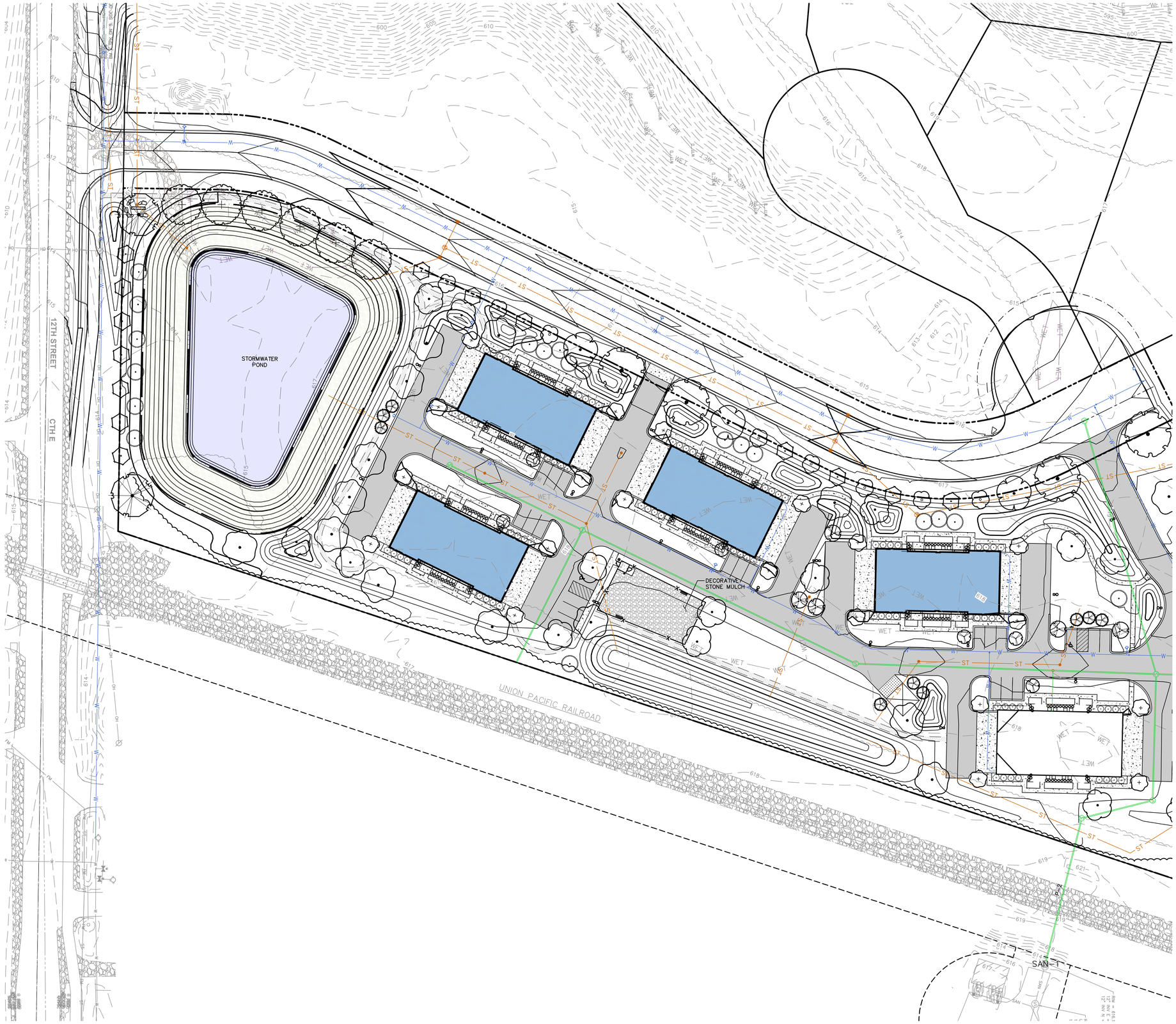
SHEET TITLE:
OVERALL LANDSCAPE PLAN

SHEET NUMBER:
L1.0

JSD PROJECT NO: 24-14984

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LEGEND

- PROPERTY LINE
- RIGHT-OF-WAY
- EASEMENT LINE
- BUILDING OUTLINE
- BUILDING OVERHANG
- EDGE OF PAVEMENT
- STANDARD CURB AND GUTTER
- ASPHALT PAVEMENT
- CONCRETE PAVEMENT
- HEAVY DUTY CONCRETE PAVEMENT
- 959 PROPOSED 1 FOOT CONTOUR
- 960 PROPOSED 5 FOOT CONTOUR
- 959 EXISTING 1 FOOT CONTOUR
- 960 EXISTING 5 FOOT CONTOUR
- STORMWATER MANAGEMENT AREA
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- STORM SEWER
- SAN EXISTING SANITARY SEWER
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- BOLLARD WITH ADA PARKING SIGN
- BIKE RACK
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- DECORATIVE STONE MULCH
- PRAIRIE SEED MIX
- RAINWATER RENEWAL SEED MIX
- NATIVE VEGETATED MAT OR NATIVE PLUGS
- TURFGRASS SEED MIX
- SOD

north

SCALE IN FEET

40' 0 40'

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W238 N1610 BUSSE ROAD, SUITE 100
WAUKESHA, WISCONSIN 53188
P. 262.513.0666

CLIENT:
ROERS COMPANIES

CLIENT ADDRESS:
TWO CARLSON PARKWAY NORTH
PLYMOUTH, MN 55447

PROJECT:
12TH STREET MULTI-FAMILY DEVELOPMENT

PROJECT LOCATION:
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VILLAGE OF SOMERS
KENOSHA COUNTY, WI

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Designed By: HMB
Reviewed By: KJY
Approved By: KJY

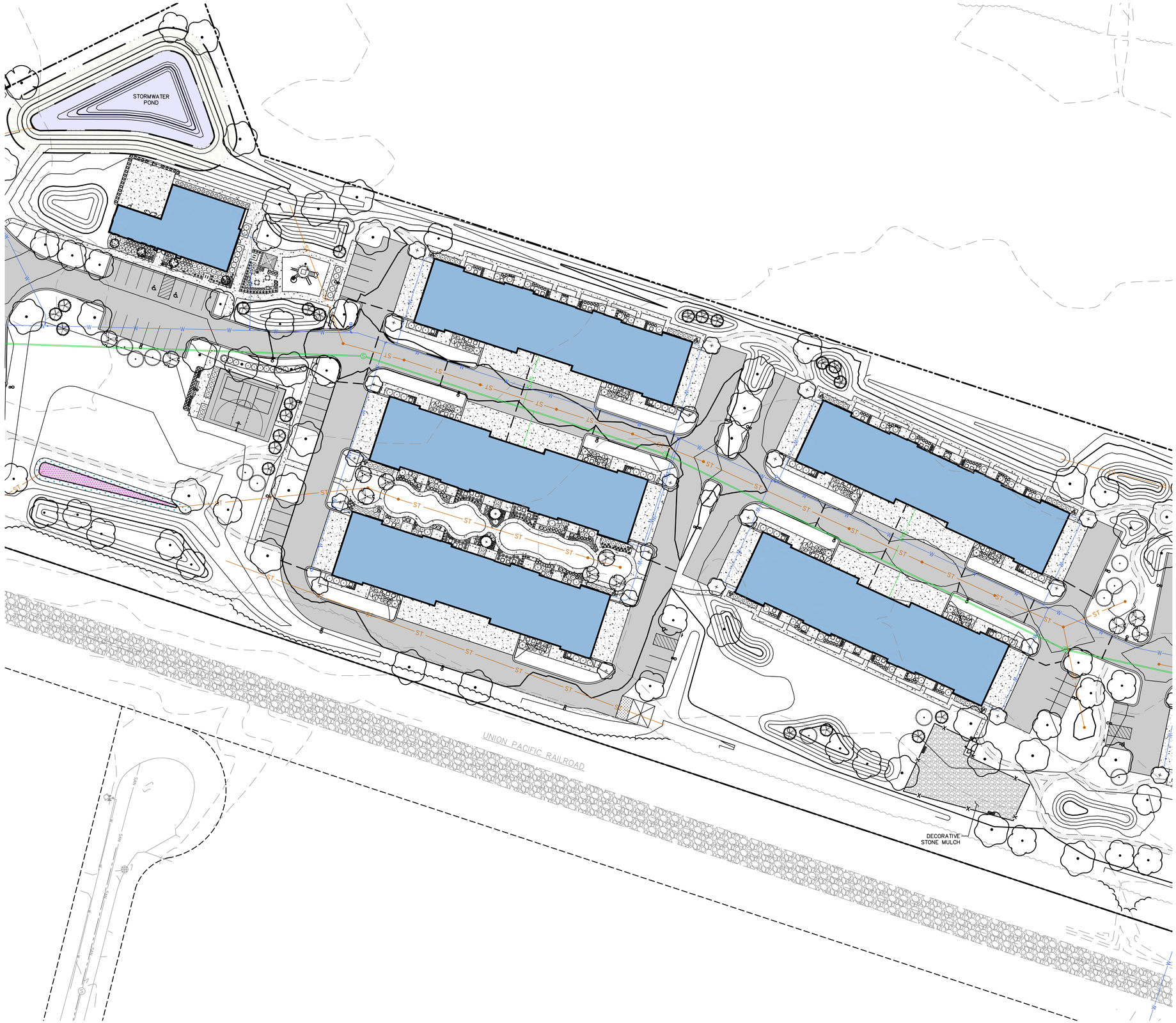
SHEET TITLE:
SOUTH LANDSCAPE PLAN

SHEET NUMBER:
L1.1

JSD PROJECT NO: 24-14964

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LEGEND

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- EDGE OF PAVEMENT
- STANDARD CURB AND GUTTER
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- DECORATIVE STONE MULCH
- PRAIRIE SEED MIX
- RAINWATER RENEWAL SEED MIX
- NATIVE VEGETATED MAT OR NATIVE PLUGS
- TURFGRASS SEED MIX
- SOD

north

SCALE IN FEET

40' 0 40'

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CLIENT:
ROERS COMPANIES

CLIENT ADDRESS:
**TWO CARLSON PARKWAY NORTH
PLYMOUTH, MN 55447**

PROJECT:
12TH STREET MULTI-FAMILY DEVELOPMENT

PROJECT LOCATION:
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VILLAGE OF SOMERS
KENOSHA COUNTY, WI**

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Reviewed By:	KJY
Approved By:	KJY

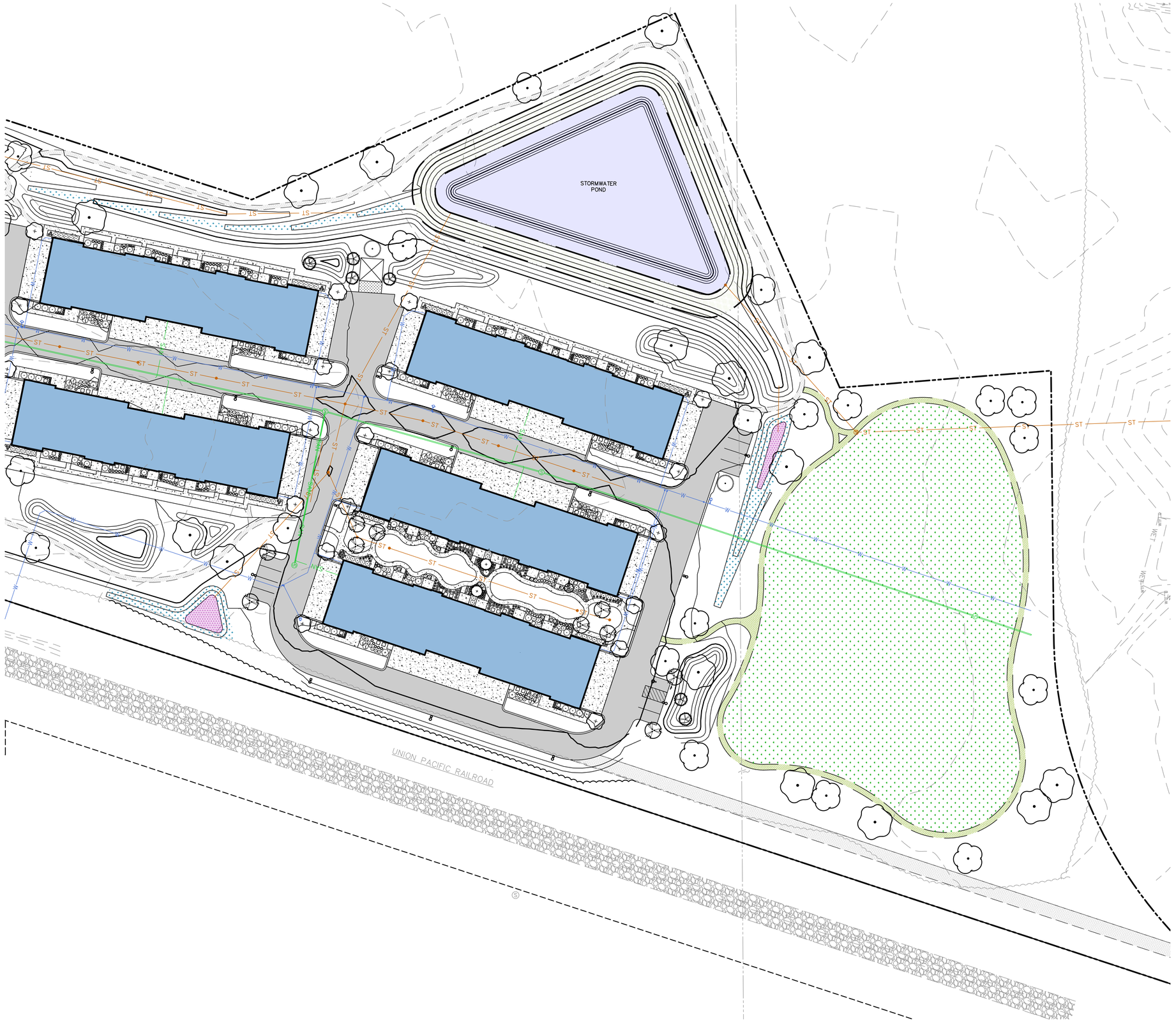
SHEET TITLE:
MIDDLE LANDSCAPE PLAN

SHEET NUMBER:
L1.2

JSD PROJECT NO: 24-14964

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LEGEND

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- TURFGRASS SEED MIX
- SOD

north

SCALE IN FEET

40' 0 40'

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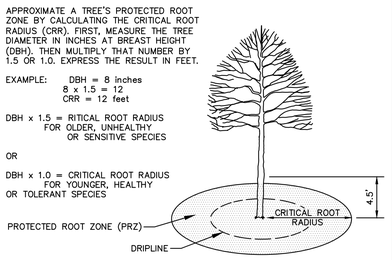
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NORTH LANDSCAPE PLAN

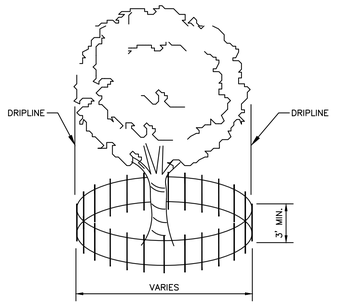
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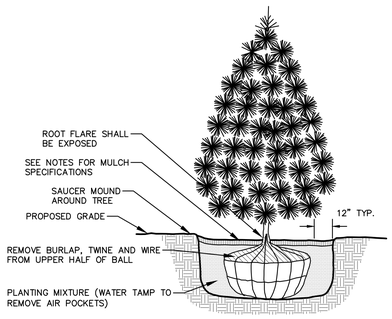


NOTE:
1. CONTRACTOR SHALL INSTALL TREE PROTECTION FENCING IN THE AREA SURROUNDING THE TREE WITHIN THE CRITICAL ROOT RADIUS
2. NO EXCAVATION IS PERMITTED WITHIN THE CRITICAL ROOT RADIUS
3. IF EXCAVATION WITHIN THE CRITICAL ROOT RADIUS OF ANY TREE IS NECESSARY, CONTRACTOR SHALL CONTACT CITY FORESTER PRIOR TO EXCAVATION TO ASSESS THE IMPACT TO THE TREE AND ROOT SYSTEM.

TREE PROTECTION DETAIL

N.T.S.

REV. 01-04-2019

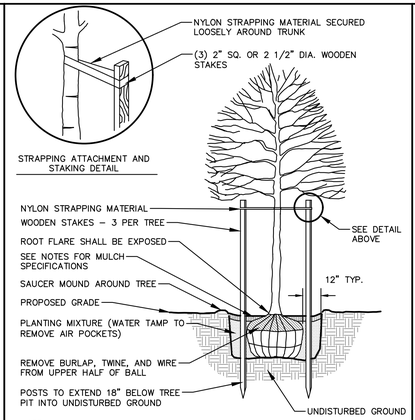


NOTE:
1. DIG HOLE NO DEEPER THAN BASE OF ROOT BALL TO FLARE. ROOT BALL TO BE SET ON UNDISTURBED SOIL UNLESS COMPACTED AGGREGATE STONE REMAINS FROM SITE EXCAVATOR. REMOVE REMAINING AGGREGATE STONE UNTIL SOIL LAYER IS REACHED

EVERGREEN TREE PLANTING DETAIL

N.T.S.

REV. 01-03-2019

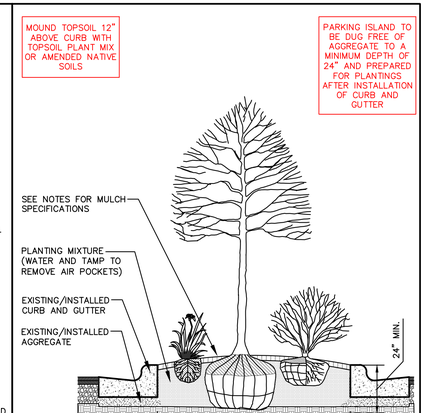


NOTE:
1. DIG HOLE NO DEEPER THAN BASE OF ROOT BALL TO FLARE. ROOT BALL TO BE SET ON UNDISTURBED SOIL UNLESS COMPACTED AGGREGATE STONE REMAINS FROM SITE EXCAVATOR. REMOVE REMAINING AGGREGATE STONE UNTIL SOIL LAYER IS REACHED.
2. REMOVE NYLON STRAPPING WITHIN 9–18 MONTHS FOLLOWING INSTALLATION

DECIDUOUS TREE PLANTING DETAIL

N.T.S.

REV. 01-04-2019



PARKING ISLAND LANDSCAPE DETAIL

N.T.S.

REV. 01-03-2019



ALUMINUM LANDSCAPE EDGING DETAIL

N.T.S.

REV. 01-03-2019

NOTE:
1. ROOT FLARE TO BE EXPOSED.

SHRUB PLANTING DETAIL

N.T.S.

REV. 01-03-2019

NOTE:
1. ROOT FLARE TO BE EXPOSED

PERENNIAL/ORNAMENTAL GRASS PLANTING DETAIL

N.T.S.

REV. 01-03-2019

GENERAL NOTES

1. GENERAL: ALL WORK IN THE R–O–W AND PUBLIC EASEMENTS SHALL BE IN ACCORDANCE WITH LOCAL MUNICIPAL REQUIREMENTS. JSD SHALL BE HELD HARMLESS AND DOES NOT WARRANT ANY DEVIATIONS BY THE OWNER/CONTRACTOR FROM THE APPROVED CONSTRUCTION PLANS THAT MAY RESULT IN DISCIPLINARY ACTIONS BY ANY OR ALL REGULATORY AGENCIES. LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE DONE TO UTILITIES. CONTRACTOR MUST CALL 1–800–242–8511 FOR UTILITY LOCATIONS AT LEAST THREE DAYS PRIOR TO DIGGING. HAND DIG AND INSTALL ALL PLANTS THAT ARE NEAR EXISTING UTILITIES. PROTECT PREVIOUSLY INSTALLED WORK OF OTHER TRADES. CONTRACTOR IS RESPONSIBLE FOR STAKING THE PLANT MATERIALS FOR REVIEW BY OWNER PRIOR TO DIGGING AND PLACEMENT AND SHALL COORDINATE ALL FINE GRADING AND RESTORATION WITH THE GRADING CONTRACTOR.
2. DELIVERY AND HANDLING: DO NOT DELIVER MORE PLANT MATERIALS THAN CAN BE PLANTED IN ONE DAY. UNLESS ADEQUATE, APPROPRIATE AND SECURE STORAGE IS PROVIDED AND APPROVED BY OWNER'S REPRESENTATIVE. AT ALL TIMES, PROTECT ALL PLANT MATERIALS FROM WIND AND DIRECT SUN. DELIVER PLANTS WITH LEGIBLE IDENTIFICATION LABELS. PROTECT PLANTS DURING DELIVERY AND DO NOT PRUNE PRIOR TO DELIVERY. ALL TREES AND SHRUBS SHALL BE PLANTED ON THE DAY OF DELIVERY; IF THIS IS NOT POSSIBLE, PROTECT THE PLANT MATERIALS NOT PLANTED BY STORING THEM IN A SHADED, SECURE AREA, PROTECTING THE ROOT MASS WITH WET SOIL, MULCH, HAY OR OTHER SUITABLE MEDIUM. CONTRACTOR TO KEEP ALL PLANT MATERIALS ADEQUATELY WATERED TO PREVENT ROOT DESICCATION. DO NOT REMOVE CONTAINER GROWN STOCK FROM CONTAINERS BEFORE TIME OF PLANTING. DO NOT PICK UP CONTAINER OR BALLED PLANTS BY STEM OR ROOTS. ALL PLANTS SHALL BE LIFTED AND HANDLED FROM THE BOTTOM OF THE CONTAINER OR BALL. PERFORM ACTUAL PLANTING ONLY WHEN WEATHER AND SOIL CONDITIONS ARE SUITABLE IN ACCORDANCE WITH LOCALLY ACCEPTED BEST HORTICULTURAL PRACTICES.
3. MATERIALS – PLANTS: ALL PLANTS SHALL CONFORM TO THE LATEST VERSION OF THE AMERICAN STANDARD FOR NURSERY STOCK ANSI Z60.1. PLANTS SHALL BE TRUE TO SPECIES AND VARIETY SPECIFIED AND NURSERY GROWN IN ACCORDANCE WITH GOOD HORTICULTURAL PRACTICES UNDER CLIMATIC CONDITIONS SIMILAR TO THOSE IN THE LOCALITY OF THE PROJECT FOR AT LEAST 2 YEARS. PLANTS SHALL BE FRESHLY DUG (DURING THE MOST RECENT FAVORABLE HARVEST SEASON). PLANTS SHALL BE SO TRAINED IN DEVELOPMENT AND APPEARANCE AS TO BE UNQUESTIONABLY SUPERIOR IN FORM, COMPACTNESS, AND SYMMETRY. PLANTS SHALL BE SOUND, HEALTHY, VIGOROUS, WELL BRANCHED AND DENSELY FOLIATED WHEN IN LEAF, AND FREE OF DISEASE AND INSECTS (ADULT EGGS, PUPAE OR LARVAE). THEY SHALL HAVE HEALTHY, WELL–DEVELOPED ROOT SYSTEMS AND SHALL BE FREE FROM PHYSICAL DAMAGE OR OTHER CONDITIONS THAT WOULD PREVENT THRIVING GROWTH OR PREMATURE MORTALITY. PLANTS SHALL BE OF THE HIGHEST QUALITY, POSSESS TYPICAL GROWTH HABITS AND FORM FOR THEIR SPECIES AND BE FREE OF INJURY. PARKWAY TREES AND PARKING LOT TREES SHALL HAVE A MINIMUM BRANCHING HEIGHT OF SIX (6) FEET ABOVE THE GROUND TO ALLOW ADEQUATE VISUAL AND PHYSICAL CLEARANCE.
4. PRUNING: THE CONTRACTOR SHALL PRUNE ALL TREES AND REPAIR ANY INJURIES THAT OCCURRED DURING THE PLANTING PROCESS. DOUBLE LEADERS, DEAD BRANCHES, AND LIMBS DAMAGED OR BROKEN DURING THE PLANTING PROCESS, SHALL BE PRUNED. THIS SHALL BE THE ONLY PRUNING ALLOWED AT PLANTING. PRUNING SHALL CONFORM TO THE LATEST VERSION OF THE AMERICAN STANDARD FOR TREE CARE OPERATIONS, ANSI A300. PRUNE TREES IN ACCORDANCE WITH NAA GUIDELINES. DO NOT TOP TREES. PRUNE SHRUBS ACCORDING TO STANDARD HORTICULTURAL PRACTICES. ON CUTS OVER 3/4" IN DIAMETER AND BRUISES OR SCARS ON BARK, TRACE THE INJURED CAMBIUM LAYER BACK TO LIVING TISSUE AND REMOVE. SMOOTH AND SHAPE WOUNDS SO AS NOT TO RETAIN WATER. TREAT THE AREA WITH AN APPROVED NONSPICUOUS LATEX BASED ANTISEPTIC TREE PAINT, IF PRUNING OCCURS "IN SEASON". DO NOT PRUNE ANY OAK TREES DURING THE MONTHS FROM APRIL TO OCTOBER.
5. CLEANUP: THE WORK AREA SHALL BE KEPT SAFE AND NEAT AT ALL TIMES. DISPOSED OF EXCESS SOIL. REMOVE ALL CUTTINGS AND WASTE MATERIALS. SOIL AND BRANCHES. BIND AND WRAP THESE MATERIALS, ANY REJECTED PLANTS, AND ANY OTHER DEBRIS RESULTING FROM ALL PLANTING TASKS AND PROMPTLY CLEAN UP AND REMOVE FROM THE PROJECT SITE. UNDER NO CIRCUMSTANCES SHALL THE ACCUMULATION OF SOIL, BRANCHES OR OTHER DEBRIS BE ALLOWED UPON A PUBLIC PROPERTY IN SUCH A MANNER AS TO RESULT IN A PUBLIC SAFETY HAZARD OR DAMAGE. LIKEWISE, UNDER NO CIRCUMSTANCES SHALL ANY DEBRIS OR INCIDENTAL MATERIALS BE ALLOWED UPON ADJACENT PRIVATE PROPERTY.
6. ANY SUBSTITUTIONS IN PLANT TYPE, LOCATION, OR SIZE SHALL BE APPROVED BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
7. CONTRACTOR TO VERIFY PLANT MATERIAL QUANTITIES AND SQUARE FOOTAGES. QUANTITIES SHOWN ON PLAN TAKE PRECEDENCE OVER THOSE ON SCHEDULE.

LANDSCAPE MATERIAL NOTES

1. MATERIALS – PLANTING MIXTURE: ALL HOLES EXCAVATED FOR TREES, SHRUBS, PERENNIALS AND ORNAMENTAL GRASSES SHALL BE BACKFILLED WITH TWO (2) PARTS TOPSOIL, ONE (1) PART SAND AND ONE (1) PART COMPOST. SOIL MIXTURE SHALL BE WELL BLENDED PRIOR TO INSTALLATION.
2. MATERIALS – TOPSOIL: TOPSOIL TO BE CLEAN, FRIABLE LOAM FROM A LOCAL SOURCE, FREE FROM STONES OR DEBRIS OVER 3/4" IN DIAMETER, AND FREE FROM TOXINS OR OTHER DELETERIOUS MATERIALS. TOPSOIL SHALL HAVE A pH VALUE BETWEEN 6 AND 7. TOPSOIL AND PLANTING SOIL SHALL BE TESTED TO ENSURE CONFORMANCE WITH THESE SPECIFICATIONS AND SHALL BE AMENDED TO MEET THESE SPECIFICATIONS. PROVIDE TEST RESULTS TO OWNER'S REPRESENTATIVE PRIOR TO PLACEMENT. DO NOT PLACE FROZEN OR MUDDY TOPSOIL. APPLY SOIL AMENDMENTS TO ALL LANDSCAPE AREAS PER SOIL TEST.
3. MATERIALS – SHREDDED HARDWOOD BARK MULCH: ALL PLANTING AREAS LABELED ON PLAN SHALL RECEIVE CERTIFIED WEED FREE SHREDDED HARDWOOD BARK MULCH INSTALLED TO A MINIMUM AND CONSISTENT DEPTH OF 3–INCHES. SHREDDED HARDWOOD BARK MULCH SIZE & COLOR TO BE APPROVED BY OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION. FERTILIZER SHALL BE IN ACCORDANCE WITH APPLICABLE LOCAL, COUNTY AND STATE REQUIREMENTS. SHREDDED HARDWOOD BARK MULCH AREAS SHALL NOT RECEIVE WOVEN WEED BARRIER FABRIC.
4. MATERIALS – STONE MULCH: ALL PLANTING AREAS LABELED ON PLAN SHALL RECEIVE DECORATIVE STONE MULCH SPREAD TO A MINIMUM AND CONSISTENT DEPTH OF 3–INCHES. DECORATIVE STONE MULCH TYPE, SIZE & COLOR TO BE APPROVED BY OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION. FERTILIZER SHALL BE IN ACCORDANCE WITH APPLICABLE LOCAL, COUNTY AND STATE REQUIREMENTS. STONE MULCH AREAS SHALL RECEIVE WOVEN WEED BARRIER FABRIC. NO PLASTIC/IMPERVIOUS BARRIERS WILL BE PERMITTED. EXAMPLE: BLACK VISQUEEN.
5. MATERIALS – TREE & SHRUB RINGS: ALL TREES AND/OR SHRUBS PLANTED IN SEEDED LAWN AREAS TO BE INSTALLED WITH A MINIMUM 4' DIAMETER SHREDDED HARDWOOD BARK MULCH TREE RING SPREAD TO A CONSISTENT DEPTH OF 3–INCHES. ALL TREE RINGS SHOULD BE INSTALLED WITH A 5" DEPTH SHOVEL CUT EDGE, ANGLED 45 DEGREES INTO SOIL AT A 5' DIAMETER ABOUT THE CENTER OF THE TREE PLANTING. A PRE–EMERGENT GRANULAR HERBICIDE WEED–PREVENTER SHOULD BE MIXED WITH MULCH USED TO INSTALL TREE RING AS WELL AS TOPICALLY APPLIED TO COMPLETED INSTALLATION OF TREE RING.
6. MATERIALS – ALUMINUM EDGING: EDGING SHALL BE 1/8" X 4", ALUMINUM EDGING, MILL FINISH. OWNER'S REPRESENTATIVE SHALL APPROVE PRODUCT SPECIFICATION PROVIDED BY LANDSCAPE CONTRACTOR.
7. MATERIALS – TREE PROTECTION: ALL TREES TO BE INSTALLED WITH LDPE TREE GUARDS AS MANUFACTURED BY A.M. LEONARD HORTICULTURAL TOOL & SUPPLY CO., OR APPROVED EQUAL.
8. MATERIALS – (ALTERNATE 1): TREE WATERING BAGS: ALL TREES TO BE INSTALLED WITH ONE (1) WATER BAG. PRODUCT TO BE "TREE GATOR ORIGINAL SLOW RELEASE WATERING BAG," PRODUCT NO. 9813–R OR APPROVED EQUAL. INSTALL IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.

SEEDING, SODDING, & POND VEGETATION NOTES

1. MATERIALS – "NO–MOW" SEED: DISTURBED LAWN AREAS LABELED ON PLAN AS SUCH, SHALL RECEIVE 6" OF TOPSOIL AND "NO MOW" FESCUE SEED OR EQUIVALENT AS APPROVED BY THE OWNER'S REPRESENTATIVE, INSTALLED PER MANUFACTURER'S RECOMMENDATIONS. IN ADDITION TO FESCUE SEED, ANNUAL RYE SHALL BE APPLIED TO ALL DISTURBED AREAS AT A RATE OF 1–1/2 LBS PER 1000 SQUARE FEET. FERTILIZE AND MULCH PER MANUFACTURER'S RECOMMENDATIONS.
2. MATERIALS – TURFGRASS SEED: DISTURBED LAWN AREAS LABELED ON PLAN AS SUCH, SHALL RECEIVE 6" OF TOPSOIL AND EARTH CARPET'S "MADISON PARKS" GRASS SEED, OR EQUIVALENT AS APPROVED BY THE OWNER'S REPRESENTATIVE, INSTALLED PER MANUFACTURER'S RECOMMENDATIONS. IN ADDITION TO TURFGRASS SEED, ANNUAL RYE SHALL BE APPLIED TO ALL DISTURBED AREAS AT A RATE OF 1 1/2 LBS PER 1000 SQUARE FEET. FERTILIZE AND MULCH PER MANUFACTURER'S RECOMMENDATIONS. MULCH SHALL BE CERTIFIED NOXIOUS WEED SEED–FREE
3. MATERIALS – SOD: DISTURBED LAWN AREAS LABELED ON PLAN AS SUCH, SHALL RECEIVE 6" OF TOPSOIL AND A PREMIUM GRADE TURFGRASS SOD. ONLY IMPROVED TYPES OF SOD (ELITE) ARE ACCEPTABLE. TURFGRASS SHALL BE MACHINE CUT AT A UNIFORM THICKNESS OF .60 INCH, PLUS OR MINUS .25 INCH, AT TIME OF CUTTING. MEASUREMENT FOR THICKNESS SHALL EXCLUDE TOP GROWTH AND THATCH. LARGE ROLL TURFGRASS SOD SHALL BE CUT TO THE SUPPLIER'S STANDARD WIDTH (36–48 INCHES) AND LENGTH. BROKEN PADS AND TORN OR UNEVEN ENDS WILL NOT BE ACCEPTABLE. STANDARD SIZE SECTIONS OF TURFGRASS SOD SHALL BE STRONG ENOUGH SO THAT THEY CAN BE PICKED UP AND HANDLED WITHOUT DAMAGE. TURFGRASS SOD SHALL NOT BE HARVESTED OR TRANSPLANTED WHEN MOISTURE CONTENT IS EXCESSIVELY DRY OR WET, AS THIS MAY ADVERSELY AFFECT ITS SURVIVAL. POST–PLANT IRRIGATION WILL BE NECESSARY TO ENSURE SOD STAYS ALIVE AND ROOTS INTO SOIL. THE CONTRACTOR IS RESPONSIBLE FOR WATERING SOD UNTIL TIME OF ACCEPTANCE BY THE OWNER. TURFGRASS SOD SHALL BE HARVESTED, DELIVERED, AND INSTALLED/TRANSPLANTED WITHIN A PERIOD OF 24 HOURS. TURFGRASS SOD SHALL BE RELATIVELY FREE OF THATCH, UP TO 0.5 INCH ALLOWABLE (UNCOMPRESSED). TURFGRASS SOD SHALL BE REASONABLY FREE (10 WEEDS/100 SQ. FT.) OF DISEASES, NEMATODES AND SOIL–BORNE INSECTS. ALL TURFGRASS SOD SHALL BE FREE OF GRASSY AND BROAD LEAF WEEDS AND WEED SEED. THE SOD SUPPLIER SHALL MAKE RECOMMENDATIONS TO THE CONTRACTOR REGARDING WATERING SCHEDULE. THE WATERING SCHEDULE SHOULD BEGIN IMMEDIATELY AFTER SOD IS INSTALLED.
4. MATERIALS – PRAIRIE SEED MIX: DISTURBED LAWN AREAS LABELED ON PLAN AS SUCH, SHALL BE BROADCAST SEEDED WITH "DIVERSE PRAIRIE FOR MEDIUM SOILS" SEED MIX, AS PROVIDED BY PRAIRIE NURSERY, P.O. BOX 306, WESTFIELD, WISCONSIN, 53964, TEL. 608–296–3679 (OR APPROVED EQUIVALENT). INSTALL SEED WITH SUPPLEMENTAL MATERIALS AND AMENDMENTS AS RECOMMENDED BY SEED SUPPLIER AND AT RATES AND OPTIMUM TIMES OF THE YEAR AS RECOMMENDED BY THE SEED SUPPLIER TO ENSURE SUCCESSFUL GERMINATION AND SEED/ROOT ZONE GROWTH DEVELOPMENT. REFER TO PRODUCT SPECIFICATIONS AND MANUFACTURERS RECOMMENDATIONS FOR INSTALLATION.
5. MATERIALS – BIORETENTION BASIN PLUG PLANTINGS: PLUG PLANTINGS TO BE INSTALLED 1'–0" ON CENTER, MIXING SPECIES INTEGRALLY IN FLATS OF 20 AT A TIME. REFER TO WDNR PLUG PLANTING TECHNICAL STANDARDS FOR ROOTSTOCK AND INSTALLATION SPECIFICATIONS.

OR

6. MATERIALS – BIORETENTION BASIN NATIVE VEGETATIVE MAT (NVM): AREAS SPECIFIED ON PLANS SHALL RECEIVE AGRECOL "RAINWATER RENEWAL" NATIVE VEGETATIVE MAT – DEGRADABLE CORE. CONTRACTOR SHALL CONTACT AGRECOL NATIVE NURSERY 16 WEEKS IN ADVANCE OF INSTALLATION FOR PROPER GROWING LEAD TIME. CONTRACTOR SHALL ASSUME AVAILABLE DELIVERY DATE TO BE BETWEEN MID–JUNE THROUGH THE END OF OCTOBER DUE TO THE NMV GROWING SEASON. REFER TO PRODUCT SPECIFICATIONS AND MANUFACTURERS RECOMMENDATIONS FOR INSTALLATION PROCEDURES.

CONTRACTOR AND OWNER RESPONSIBILITY NOTES

1. **GUARANTEE: THE CONTRACTOR SHALL GUARANTEE ALL PLANTS THROUGH ONE (1) YEAR AFTER ACCEPTANCE BY THE OWNER'S REPRESENTATIVE. PLANTS SHALL BE ALIVE AND IN HEALTHY AND FLOURISHING CONDITION AT THE END OF THE GUARANTEE PERIOD. THE CONTRACTOR SHALL REPLACE (AT NO COST TO OWNER) ANY PLANTS THAT ARE DEAD OR NOT IN A VIGOROUS THRIVING CONDITION. REPLACEMENT PLANTS SHALL BE OF THE SAME KIND AND SIZE AS ORIGINALLY SPECIFIED UNLESS OTHERWISE DIRECTED BY OWNER'S REPRESENTATIVE. RESTORE BEDS AS NECESSARY FOLLOWING PLANT REPLACEMENT, INCLUDING BUT NOT LIMITED TO BEDDING, EDGING, MULCH, ETC. REPLACE PLANTS DAMAGED AT TIME OF PLANTING. REPAIR AREAS DISTURBED IN ANY WAY DURING PLANT REPLACEMENT AT NO COST TO OWNER. CONTRACTOR SHALL PROVIDE A ONE (1)–YEAR STRAIGHTENING GUARANTEE FOR ALL TREES.**
2. **CONTRACTOR IS RESPONSIBLE FOR STAKING THE PLANT MATERIALS FOR REVIEW BY OWNER'S REPRESENTATIVE PRIOR TO DIGGING AND PLACEMENT AND SHALL COORDINATE ALL FINE GRADING AND RESTORATION WITH THE GRADING CONTRACTOR.**
3. **MAINTENANCE: (CONTRACTOR) FOR ALL PLANTINGS, SEEDED AND/OR SODDED LAWN AREAS: THE CONTRACTOR SHALL MAINTAIN ALL PLANTINGS AND LAWN AREAS FOR A MINIMUM TIME PERIOD OF 60 DAYS, UNTIL FINAL ACCEPTANCE BY OWNER'S REPRESENTATIVE. THE CONTRACTOR IS RESPONSIBLE FOR ADEQUATELY WATERING PLANTS AND LAWN/TURFGRASS DURING THIS 60 DAY ESTABLISHMENT PERIOD. CONTRACTOR IS RESPONSIBLE FOR THE ESTABLISHMENT OF HEALTHY VIGOROUS PLANT MATERIALS AND LAWN/TURFGRASS GROWTH. CONTRACTOR IS ALSO RESPONSIBLE FOR ANY PRUNING OF PLANT MATERIALS, AND SHAPING AND/OR REPLACEMENT OR SUPPLEMENT OF DEFICIENT SHREDDED HARDWOOD BARK MULCH DURING THIS PERIOD. LONG TERM PLANT MATERIALS AND LAWN/TURFGRASS MAINTENANCE AND ANY PROGRAM FOR SUCH IS THE RESPONSIBILITY OF THE OWNER. ALL PLANTINGS AND LAWN/TURFGRASS AREAS SHALL BE MAINTAINED IN A MANICURED CONDITION UNTIL THE TIME WHEN THE OWNER'S ACCEPTANCE IS GIVEN.**
4. **MAINTENANCE: (OWNER) THE OWNER IS RESPONSIBLE FOR THE CONTINUED MAINTENANCE, REPAIR AND REPLACEMENT OF ALL LANDSCAPING MATERIALS AND WEED BARRIER FABRIC AS NECESSARY FOLLOWING THE ONE (1) YEAR CONTRACTOR GUARANTEE PERIOD.**

DIGGERS HOTLINE
Toll Free (800) 242-8511

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JSD
CREATE THE VISION TELL THE STORY
jsdinc.com
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WAUKESHA, WISCONSIN 53188
P. 262.513.0666

CLIENT:
ROERS COMPANIES

CLIENT ADDRESS:
**TWO CARLSON PARKWAY NORTH
PLYMOUTH, MN 55447**

PROJECT:
12TH STREET MULTI-FAMILY DEVELOPMENT

PROJECT LOCATION:
**12TH STREET
VILLAGE OF SOMERS
KENOSHA COUNTY, WI**

REVIEW DRAWING
NOT TO BE USED FOR CONSTRUCTION
DATE OF ISSUE 01-19-2026

PLAN MODIFICATIONS:

#	Date:	Description:
1	01/30/2026	SITE PLAN REVIEW SUBMITTAL
2		
3		
4		
5		
6		
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8		
9		
10		
11		
12		
13		
14		
15		

Designed By: HMB
Reviewed By: KJY
Approved By: KJY

SHEET TITLE:
LANDSCAPE DETAILS & NOTES

SHEET NUMBER:
L2.0

JSD PROJECT NO: 24-14964

VILLAGE OF SOMERS
Department of 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 Developer

Applicant Name: Roers Companies (Attn: Nick Asta) Date 01.30.2026

Mailing Address: 2 Carlson Pkwy N #400, Plymouth, MN 55447 Phone # [redacted]

Phone #

Tax Parcel Number(s): 83-4-223-074-0006

Acreage of Project: 119.2770 AC +/- to C/L

Location of Property (including legal description):

Lot 2 in Certified Survey Map No. 2275, recorded November 26, 2001 as Document No. 1244084 and being part of the Northwest 1/4 of the Northwest 1/4 of Section 8 and of the Northeast 1/4, Southeast 1/4 and Southwest 1/4 of the Northeast 1/4 and of the Southeast 1/4 of the Northwest 1/4 and of the Northeast 1/4 of the Southwest 1/4 and of the Northeast 1/4, Northwest 1/4, Southwest 1/4 of the Southeast 1/4 of Section 7, and part of the Northwest 1/4 of the Northeast 1/4 of Section 18, Township 2 North, Range 23 East. Said land being in the Town of Somers, County of Kenosha, State of Wisconsin.

Subdivision/Development Name (if applicable): N/A

Existing Zoning: R-4 & R-9 Proposed Zoning: R-11

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

Present Medium Density and High Density Residential (See map) 

Proposed High Density Residential

Present Use(s) of Property: Agricultural

Proposed Use(s) of Property: Multi-Family Residential

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:

[signature] 1-22-26

Property Owner's Signature Date

Property Owner's Signature Date

REQUIRED APPLICABLE SIGNATURES:

[signature] 1/22/2026

Applicant's Signature Date

[signature] 1/22/2026

Developer's Signature Date

GENERAL NOTES

1. PROPOSED SITE DEVELOPMENT WILL RESULT IN AN INCREASE OF IMPERVIOUS SURFACE BY 410,559 S.F. (9.425 ACRES) AND WILL DISTURB MORE THAN 1 ACRE WHICH IS THE THRESHOLD THAT TRIGGERS STORMWATER MANAGEMENT. STORMWATER MANAGEMENT IS REQUIRED FOR THIS SITE AND HAS BEEN DESIGN TO BE HANDLE THROUGH THE UTILIZATION OF THREE STORMWATER BASINS.

2. REFER TO THE EXISTING CONDITIONS SURVEY FOR EXISTING CONDITIONS NOTES AND LEGENDS.

3. ALL WORK IN THE RIGHT-OF-WAY AND/OR PUBLIC EASEMENTS SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS, JURISDICTIONAL SPECIFICATIONS, AND APPROVED BY THE JURISDICTION HAVING AUTHORITY.

4. EXISTING GRADE SPOT ELEVATIONS SHOWN FOR INFORMATIONAL PURPOSES. DURING CONSTRUCTION MATCH EXISTING GRADES AT CONSTRUCTION LIMITS.

5. NO SITE GRADING OUTSIDE OR DOWNSLOPE OF PROPOSED SILT FENCE LOCATION. NO LAND DISTURBANCE BEYOND PROPERTY LINES.

6. JSD SHALL BE HELD HARMLESS AND DOES NOT WARRANT ANY DEVIATIONS BY THE OWNER/CONTRACTOR FROM THE APPROVED CONSTRUCTION PLANS THAT MAY RESULT IN DISCIPLINARY ACTIONS BY ANY OR ALL REGULATORY AGENCIES.

7. CONTRACTOR SHALL RESTORE ALL BUILDINGS, PAVEMENT, PIPES, SLOPES, AND STRUCTURES DAMAGED BY THE CONTRACTOR TO PRE-EXISTING OR BETTER CONDITIONS.

8. THE RIGHT-OF-WAY IS THE SOLE JURISDICTION OF THE JURISDICTIONAL AUTHORITY AND IS SUBJECT TO CHANGE AT ANY TIME.

9. CONTRACTOR SHALL BE RESPONSIBLE FOR SITE SAFETY DURING THE CONSTRUCTION OF THESE IMPROVEMENTS.

10. ANY REFERENCES TO THE TERMS OR ENTITY ABBREVIATIONS IN THE FOLLOWING NOTES AND SPECIFICATIONS SHALL BE UNDERSTOOD AS FOLLOWS:

10.1. "JURISDICTION " - THE LOCAL GOVERNMENTAL AGENCY (I.E., CITY, VILLAGE, TOWN, COUNTY, STATE, OR UTILITY SERVICE PROVIDER) HAVING AUTHORITY.
10.2. "STATE HIGHWAY SPECIFICATIONS" - STATE OF WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, CURRENT EDITION AND SUPPLEMENTS
10.3. "STANDARD SPECIFICATIONS" - STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, CURRENT EDITION AND SUPPLEMENTS
10.4. WISCONSIN DEPARTMENT OF TRANSPORTATION - "WISDOT"
10.5. WISCONSIN DEPARTMENT OF NATURAL RESOURCES - "WDNR"
10.6. DEPARTMENT OF SAFETY AND PROFESSIONAL SERVICES - "DSPS" OR "SPS"

PAVING NOTES

1. GENERAL:
1.1. PAVING SHALL CONFORM TO STATE HIGHWAY SPECIFICATIONS, APPLICABLE JURISDICTIONAL SPECIFICATIONS, AND THE GEOTECHNICAL REPORT IF PROVIDED. ALL REFERENCES TO THE "GEOTECHNICAL REPORT" SHALL BE UNDERSTOOD AS THE AFOREMENTIONED REPORT.
1.2. ALL PAVING DIMENSIONS ARE TO FACE OF CURB UNLESS SPECIFIED OTHERWISE.
1.3. ALL SPOT GRADES ARE TO EDGE OF PAVEMENT UNLESS SPECIFIED OTHERWISE.
1.4. SURFACE PREPARATION - NOTIFY ENGINEER/OWNER OF UNSATISFACTORY CONDITIONS. DO NOT BEGIN PAVING WORK UNTIL DEFICIENT SUBBASE AREAS HAVE BEEN CORRECTED AND ARE READY TO RECEIVE PAVING.
1.5. ANY REQUIRED REPLACEMENT OF PUBLIC CURB AND GUTTER, PAVEMENT, OR SIDEWALK SHALL MATCH EXISTING AND MEET JURISDICTIONAL REQUIREMENTS.

2. CRUSHED AGGREGATE BASE COURSE SPECIFICATIONS:
2.1. THE TOP LAYER OF BASE COURSE SHALL CONFORM TO SECTIONS 301 AND 305 OF THE STATE HIGHWAY SPECIFICATIONS.
2.2. RECLAIMED OR RECYCLED ASPHALT MAY NOT BE USED AS CRUSHED AGGREGATE BASE COURSE UNLESS SPECIFICALLY APPROVED BY THE ENGINEER OF RECORD. USE OF ANY OTHER REPROCESSED OR BLENDED MATERIAL MUST FIRST BE APPROVED BY ENGINEER OF RECORD.
2.3. DO NOT PLACE BASE ON FROZEN FOUNDATIONS UNLESS THE ENGINEER APPROVES OTHERWISE.
2.4. DO NOT PLACE BASE ON FOUNDATIONS THAT ARE SOFT, SPONGY, OR COVERED BY ICE OR SNOW.

3. HOT MIXED ASPHALT (HMA) PAVING SPECIFICATIONS:
3.1. THE PLACING, CONSTRUCTION, AND COMPOSITION OF THE BASE COURSE AND HMA SURFACE COURSE SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF SECTIONS 450, 455, 460, AND 465 OF THE STATE HIGHWAY SPECIFICATIONS.
3.2. WEATHER LIMITATIONS:
3.2.1. DO NOT PLACE HMA WHEN BASE IS WET OR CONTAINS EXCESS MOISTURE.
3.2.2. DO NOT PLACE ASPHALTIC MIXTURE WHEN THE AIR TEMPERATURE IS APPROXIMATELY 3° ABOVE GRADE, IN SHADE, AND AWAY FROM ARTI ICIA HEAT SOURCES IS ESS THAN 0 UN ESS A A D EN INEER ACCE TED CO D WEATHER A IN AN IS IN E ECT
3.2.3. PLACE ASPHALTIC MIXTURE ONLY ON A PREPARED, FIRM, AND COMPACTED BASE, FOUNDATION LAYER, OR EXISTING PAVEMENT SUBSTANTIALLY SURFACE-DRY AND FREE OF LOOSE AND FOREIGN MATERIAL. DO NOT PLACE OVER FROZEN SUBGRADE OR BASE, OR WHERE THE ROADBED IS UNSTABLE.
3.2.4. A TACK COAT ON WHEN THE AIR TEM ERATURE IS 32 OR MORE UN ESS THE EN INEER A RO ES OTHERWISE IN WRITIN
3.2.5. A AS HA T BOTH U ER AND OWER A ERS SHA BE DE I ERED TO THE RO ECT SITE AT A TEM ERATURE NOT OWER THAN 250
3.3. CONTRACTOR SHALL ESTABLISH AND MAINTAIN REQUIRED LINES AND ELEVATIONS FOR EACH COURSE DURING CONSTRUCTION.
3.4. BINDER COURSE AGGREGATE:
3.4.1. THE AGGREGATE FOR THE BINDER COURSE SHALL CONFORM TO SECTION 460 OF THE STATE HIGHWAY SPECIFICATIONS.
3.5. SURFACE COURSE AGGREGATE
3.5.1. THE AGGREGATE FOR THE SURFACE COURSE SHALL CONFORM TO SECTIONS 460 AND 465 OF THE STATE HIGHWAY SPECIFICATIONS.
3.6. ASPHALTIC MATERIALS
3.6.1. THE ASPHALTIC MATERIALS SHALL CONFORM TO SECTIONS 455, 460, AND 465 OF THE STATE HIGHWAY SPECIFICATIONS.

4. CONCRETE PAVING SPECIFICATIONS:
4.1. CONCRETE PAVING SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF SECTIONS 405, 415, AND 416 OF THE STATE HIGHWAY SPECIFICATIONS.
4.2. CURING COMPOUNDS SHALL CONFORM TO SECTION 415 OF THE STATE HIGHWAY SPECIFICATIONS.
4.3. CONTRACTOR SHALL PROVIDE A JOINTING PLAN TO ENGINEER IF NOT INCLUDED IN THE PLANS. CONTRACTOR SHALL PROVIDE CONTROL JOINTS AND CONSTRUCTION JOINTS OF ONE-QUARTER CONCRETE THICKNESS AT AN EQUAL RATIO OF LENGTH TO WIDTH WHEREVER POSSIBLE WITH A MAXIMUM LENGTH BETWEEN JOINTS OF 15' ON CENTER.
4.4. CONTRACTOR SHALL PROVIDE EXPANSION JOINTS IN SIDEWALKS AT A MAXIMUM 100' APART.
4.5. PLACE EXPANSION JOINTS IN CURB, GUTTER, OR CURB AND GUTTER CONSTRUCTED NEXT TO ASPHALTIC PAVEMENT OR SURFACING. LOCATE JOINTS EVERYWHERE THAT TANGENT AND RADIAL CURB OR CURB AND GUTTER MEET; ON EACH SIDE OF EVERY INLET 3' FROM THE INLET, BUT NO CLOSER THAN 6' FROM ANOTHER JOINT; AND ON TANGENT SECTIONS PLACE BETWEEN 6' AND 300'.
4.6. IF CONSTRUCTING CURB, GUTTER, OR CURB AND GUTTER NEXT TO, OR ON, CONCRETE PAVEMENT CONSTRUCTED WITH EXPANSION JOINTS, THEN PLACE EXPANSION JOINTS TO MATCH THE EXPANSION JOINT LOCATIONS IN THE PAVEMENTS.
4.7. FOR CURB AND GUTTER, FORM CONTRACTION JOINTS BY SAWING OR FORMING AN INDUCED PLANE OF WEAKNESS AT LEAST 2" DEEP IN THE CURB, GUTTER, OR CURB AND GUTTER DIRECTLY OPPOSITE CONSTRUCTION OR CONTRACTION JOINTS IN ADJOINING CONCRETE PAVEMENT AND AT THE REQUIRED SPACING IN CURB, GUTTER, OR CURB AND GUTTER ADJOINING ASPHALTIC PAVEMENT. SPACE JOINTS BETWEEN 6' AND APPROXIMATELY 20' APART, AS THE ENGINEER DIRECTS.
4.8. EXTERIOR CONCRETE SURFACES SHALL BE BROOM FINISHED.
4.9. CONTRACTOR SHALL INSTALL TRUNCATED DOME WARNING DETECTION FIELD SHALL BE PLACED AT ALL ADA RAMPS AS SPECIFIED ON PLANS AND IN ACCORDANCE WITH STATE AND FEDERAL REQUIREMENTS.

5. PAVEMENT MARKING SPECIFICATIONS:
5.1. ALL PARKING STALL LINES SHALL BE 4" WIDE, HIGH VISIBILITY YELLOW LATEX PAINT.

5.2. ALL PAVEMENT MARKINGS INCLUDING STOP BARS, CROSSWALKS, DIRECTIONAL ARROWS, PARKING STALL LINES, ADA STALL MARKINGS, NO PARKING ZONES, AND DROP-OFF/PICK-UP ZONES SHALL BE PAINTED WITH LATEX PAINT PER SPECIFICATIONS.

LEGEND

- PROPERTY LINE
- RIGHT-OF-WAY
- EASEMENT LINE
- BUILDING OUTLINE
- BUILDING OVERHANG
- BUILDING SETBACK LINE
- PAVEMENT SETBACK LINE
- EDGE OF PAVEMENT
- STANDARD CURB AND GUTTER
- ASPHALT PAVEMENT
- CONCRETE PAVEMENT
- AGGREGATE PATH
- LIGHT POLE (REFER TO PHOTOMETRIC PLAN)
- ADA PARKING SIGN
- BIKE RACK

PAVEMENT THICKNESS NOTES

ALL PAVING SHALL CONFORM TO STATE HIGHWAY SPECIFICATIONS, APPLICABLE JURISDICTIONAL SPECIFICATIONS, AND THE GEOTECHNICAL REPORT IF PROVIDED. ALL REFERENCES TO THE "GEOTECHNICAL REPORT" SHALL BE UNDERSTOOD AS THE AFOREMENTIONED REPORT.

** FINAL PAVEMENT DESIGN TO BE DETERMINED BY OWNER BASED ON GEOTECHNICAL ENGINEER OF RECORD RECOMMENDATIONS. ALL PAVING SHALL BE PERFORMED IN ACCORDANCE WITH THE GEOTECHNICAL ENGINEER OF RECORDS RECOMMENDATIONS AS SPECIFIED IN THE SAID GEOTECHNICAL REPORT.

MINIMUM PAVEMENT STRUCTURE

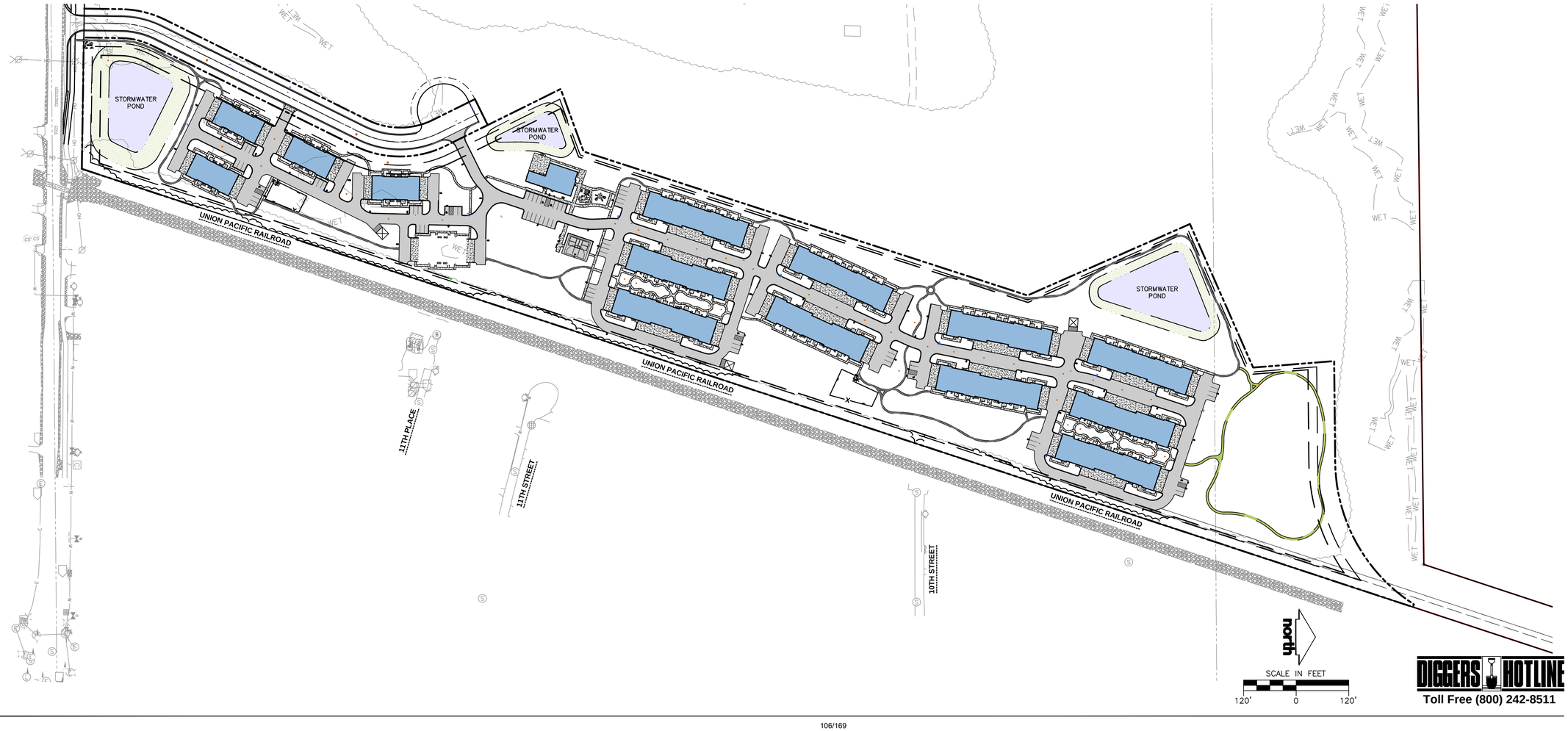
ASPHALT PAVEMENT
1-1/2" BITUMINOUS SURFACE COURSE
2" BITUMINOUS BINDER COURSE
8" CRUSHED AGGREGATE BASE COURSE

CONCRETE PAVEMENT
5" PORTLAND CEMENT CONCRETE
4" CRUSHED AGGREGATE BASE COURSE

CONCRETE PAD
6" PORTLAND CEMENT CONCRETE
6" CRUSHED AGGREGATE BASE COURSE

SITE INFORMATION

PARCEL NO.	071006316030
SITE AREA	179,681 S.F. (4.125 ACRES)
NUMBER OF PARKING STALLS	
SURFACE	
STANDARD	263
ACCESSIBLE	7
TOTAL PARKING STALLS	270
SITE COVERAGE ANALYSIS	
EXISTING IMPERVIOUS SURFACE AREA	0 SF (0.00 ACRES)
EXISTING PERVIOUS SURFACE AREA	1,199,990 SF (27.548 ACRES)
PROPOSED PAVED AREA	267,334 SF (6.137 ACRES)
PROPOSED BUILDING FOOTPRINT	124,376 SF (2.855 ACRES)
PROPOSED AGGREGATE PATH	18,849 SF (0.433 ACRES)
PROPOSED IMPERVIOUS SURFACE AREA	410,5591 SF (9.425 ACRES)
PROPOSED IMPERVIOUS SITE PERCENTAGE	34%
PROPOSED PERVIOUS SURFACE AREA	789,432 SF (18.123 ACRES)
PROPOSED PERVIOUS SITE PERCENTAGE	66%
PROPOSED NET IMPERVIOUS INCREASE	410,559 SF (9.425 ACRES)
DISTURBED AREA	1,199,990 SF (27.548 ACRES)



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P. 262.513.0666

CLIENT:
ROERS COMPANIES

CLIENT ADDRESS:
TWO CARLSON PARKWAY NORTH
PLYMOUTH, MN 55447

PROJECT:
12TH STREET MULTI-FAMILY DEVELOPMENT

PROJECT LOCATION:
12TH STREET
VILLAGE OF SOMERS
KENOSHA COUNTY, WI

PLAN MODIFICATIONS:

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1	01/30/2026	SITE PLAN REVIEW SUBMITTAL
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Designed By: (Initials)
Reviewed By: (Initials)
Approved By: (Initials)

SHEET TITLE:
OVERALL SITE PLAN

SHEET NUMBER:
C2.0

JSD PROJECT NO: 24-14964

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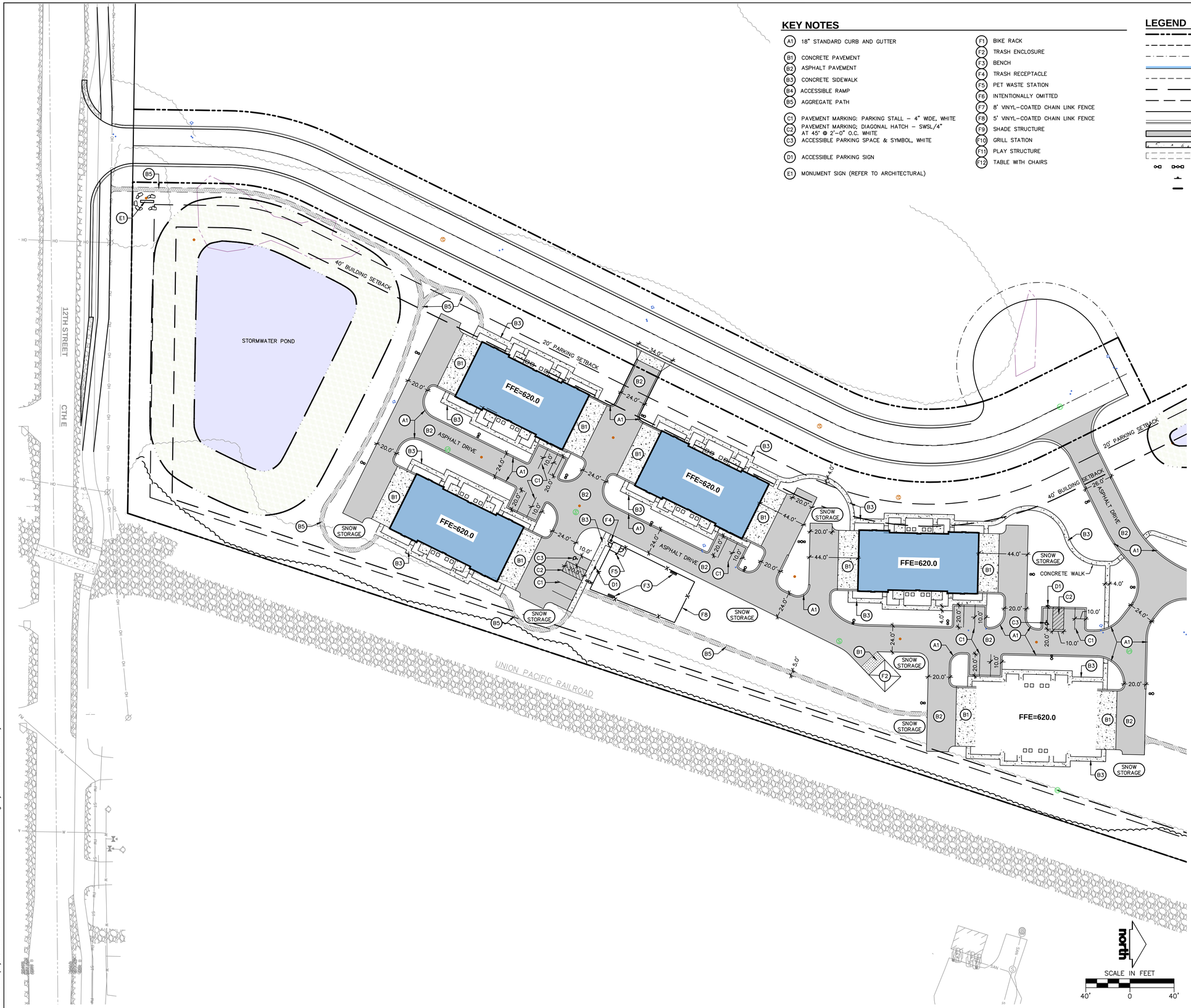
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KEY NOTES

- A1 18" STANDARD CURB AND GUTTER
- B1 CONCRETE PAVEMENT
- B2 ASPHALT PAVEMENT
- B3 CONCRETE SIDEWALK
- B4 ACCESSIBLE RAMP
- B5 AGGREGATE PATH
- C1 PAVEMENT MARKING: PARKING STALL – 4" WIDE, WHITE
- C2 PAVEMENT MARKING: DIAGONAL HATCH – SWSL/4" AT 45° @ 2'-0" O.C. WHITE
- C3 ACCESSIBLE PARKING SPACE & SYMBOL, WHITE
- D1 ACCESSIBLE PARKING SIGN
- E1 MONUMENT SIGN (REFER TO ARCHITECTURAL)
- F1 BIKE RACK
- F2 TRASH ENCLOSURE
- F3 BENCH
- F4 TRASH RECEPTACLE
- F5 PET WASTE STATION
- F6 INTENTIONALLY OMITTED
- F7 8' VINYL-COATED CHAIN LINK FENCE
- F8 5' VINYL-COATED CHAIN LINK FENCE
- F9 SHADE STRUCTURE
- F10 GRILL STATION
- F11 PLAY STRUCTURE
- F12 TABLE WITH CHAIRS

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SHEET TITLE:
SOUTH SITE PLAN

SHEET NUMBER:
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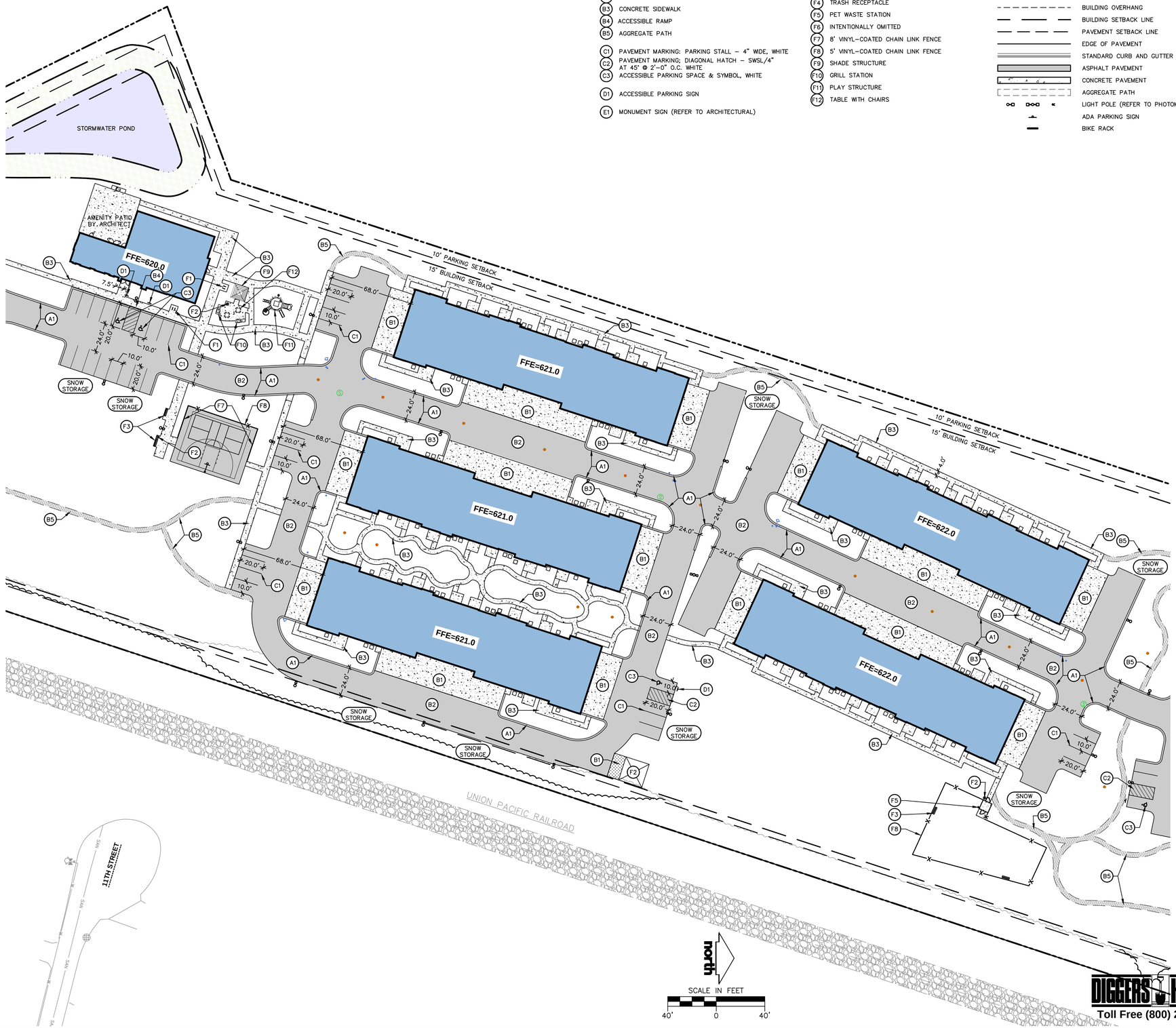
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Approved By: (Initials)

SHEET TITLE:
MIDDLE SITE PLAN

SHEET NUMBER:
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LEGEND

- PROPERTY LINE
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NORTH SITE PLAN

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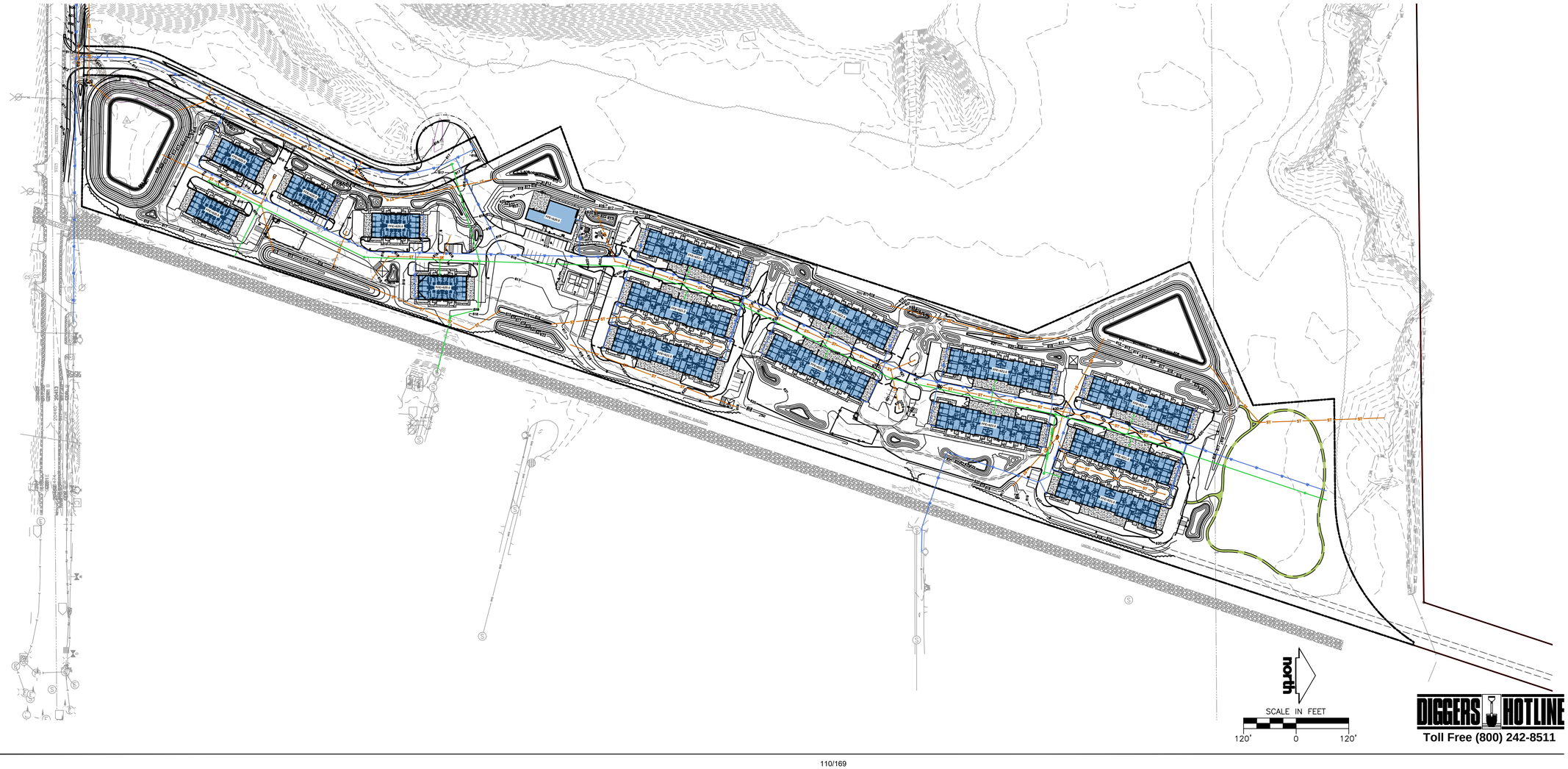
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LEGEND

- PROPERTY LINE
- RIGHT–OF–WAY
- EASEMENT LINE
- BUILDING OUTLINE
- BUILDING OVERHANG
- BUILDING SETBACK LINE
- PAVEMENT SETBACK LINE
- EDGE OF PAVEMENT
- STANDARD CURB AND GUTTER
- ASPHALT PAVEMENT
- CONCRETE PAVEMENT
- AGGREGATE PATH
- 851 — PROPOSED 1 FOOT CONTOUR
- 850 — PROPOSED 5 FOOT CONTOUR
- 851 — EXISTING 1 FOOT CONTOUR
- 850 — EXISTING 5 FOOT CONTOUR
- 852.00 — SPOT ELEVATION
  PROPOSED – 852.00
  EXISTING – EX: 852.00±



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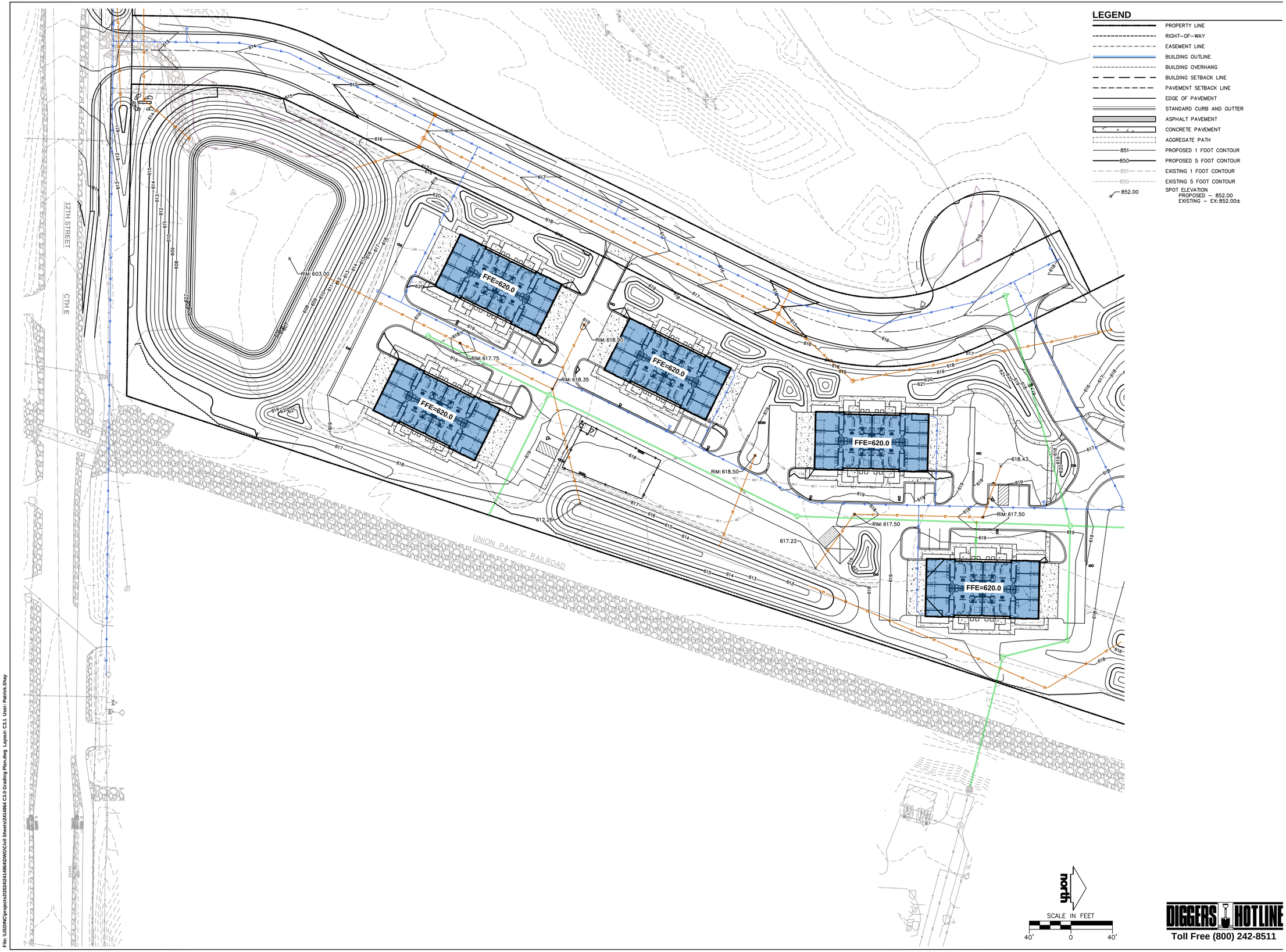
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OVERALL GRADING PLAN

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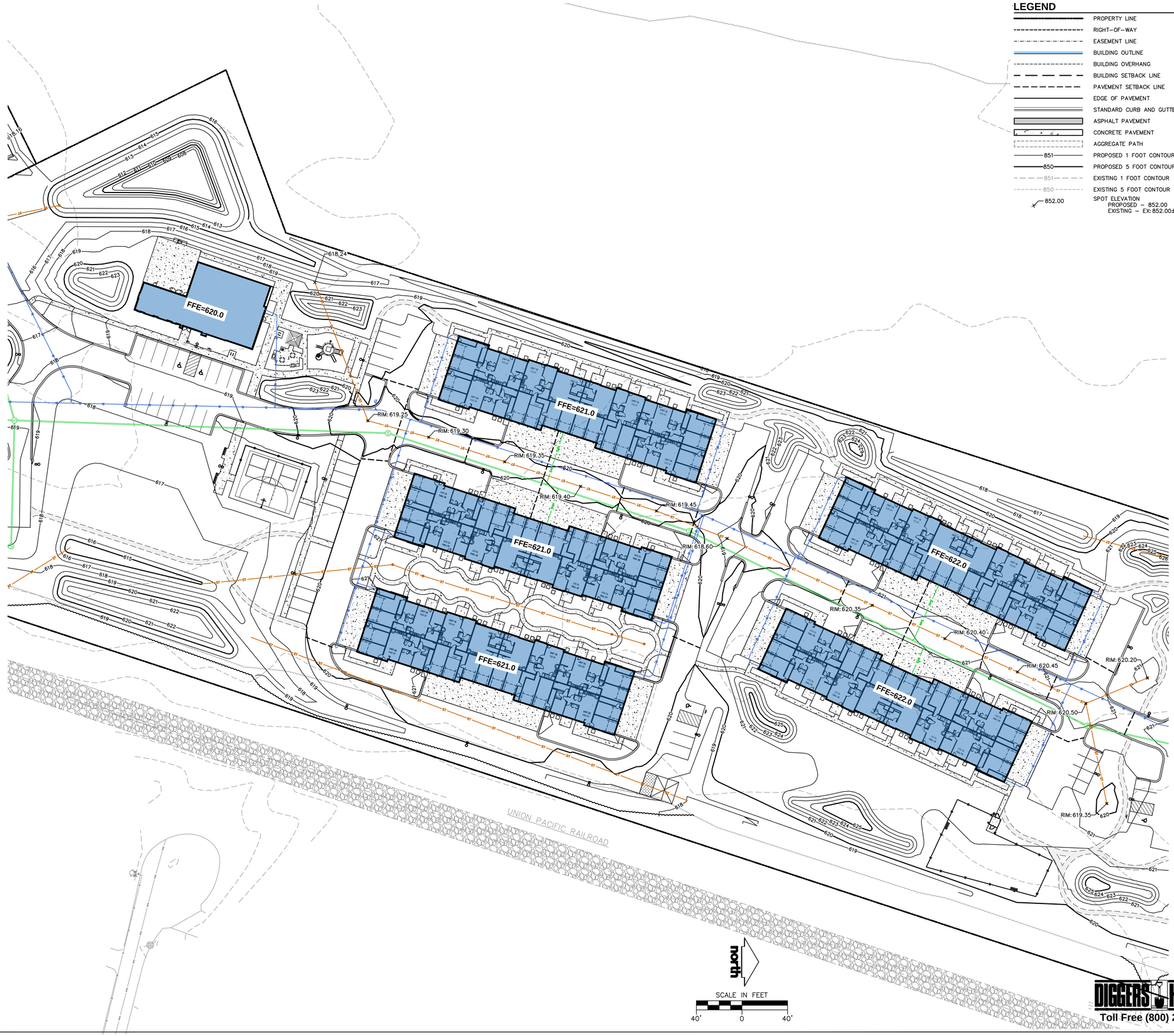
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LEGEND

- PROPERTY LINE
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- BUILDING OUTLINE
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SHEET TITLE:
MIDDLE GRADING PLAN

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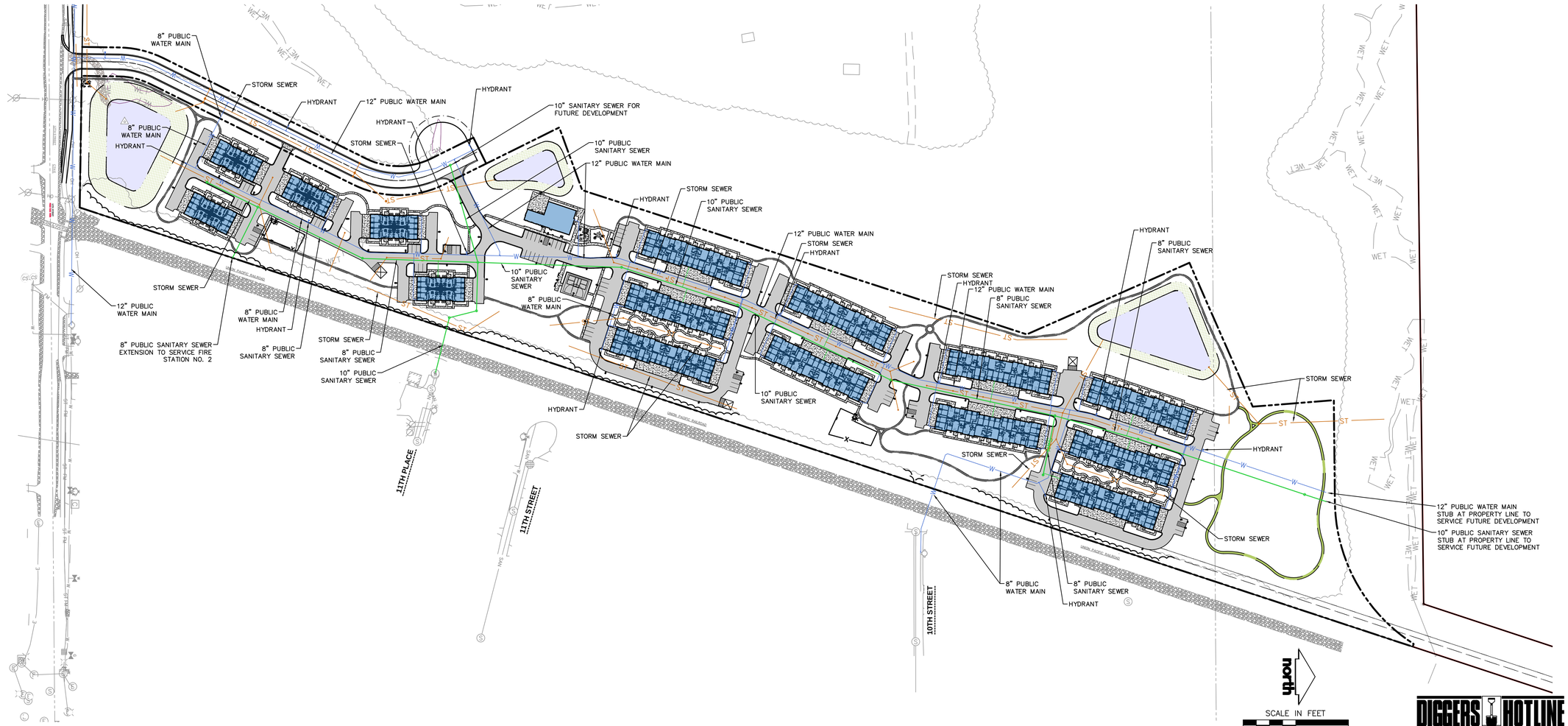
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File: N:\JSD\NC\projects\2026\0241496\4DWG\Civil Sheets\24149564 C3.0 Grading Plan.dwg Layout: C3.3 User: Patrick.Shay

LEGEND

- PROPERTY LINE
- RIGHT-OF-WAY
- EASEMENT LINE
- BUILDING OUTLINE
- BUILDING OVERHANG
- EDGE OF PAVEMENT
- STANDARD CURB AND GUTTER
- REJECT CURB AND GUTTER
- ASPHALT PAVEMENT
- CONCRETE PAVEMENT
- RETAINING WALL
- SANITARY SEWER
- WATERMAIN
- STORM SEWER



north

SCALE IN FEET

120' 0 120'

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MILWAUKEE REGIONAL OFFICE
W238 N1610 BUSSE ROAD, SUITE 100
WAUKESHA, WISCONSIN 53188
P. 262.513.0666

CLIENT:
ROERS COMPANIES

CLIENT ADDRESS:
TWO CARLSON PARKWAY NORTH
PLYMOUTH, MN 55447

PROJECT:
12TH STREET MULTI-FAMILY DEVELOPMENT

PROJECT LOCATION:
12TH STREET
VILLAGE OF SOMERS
KENOSHA COUNTY, WI

PLAN MODIFICATIONS:

#	Date:	Description:
1	01/30/2026	SITE PLAN REVIEW SUBMITTAL
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15		

Designed By: (Initials)
Reviewed By: (Initials)
Approved By: (Initials)

SHEET TITLE:
OVERALL UTILITY PLAN

SHEET NUMBER:
C4.0

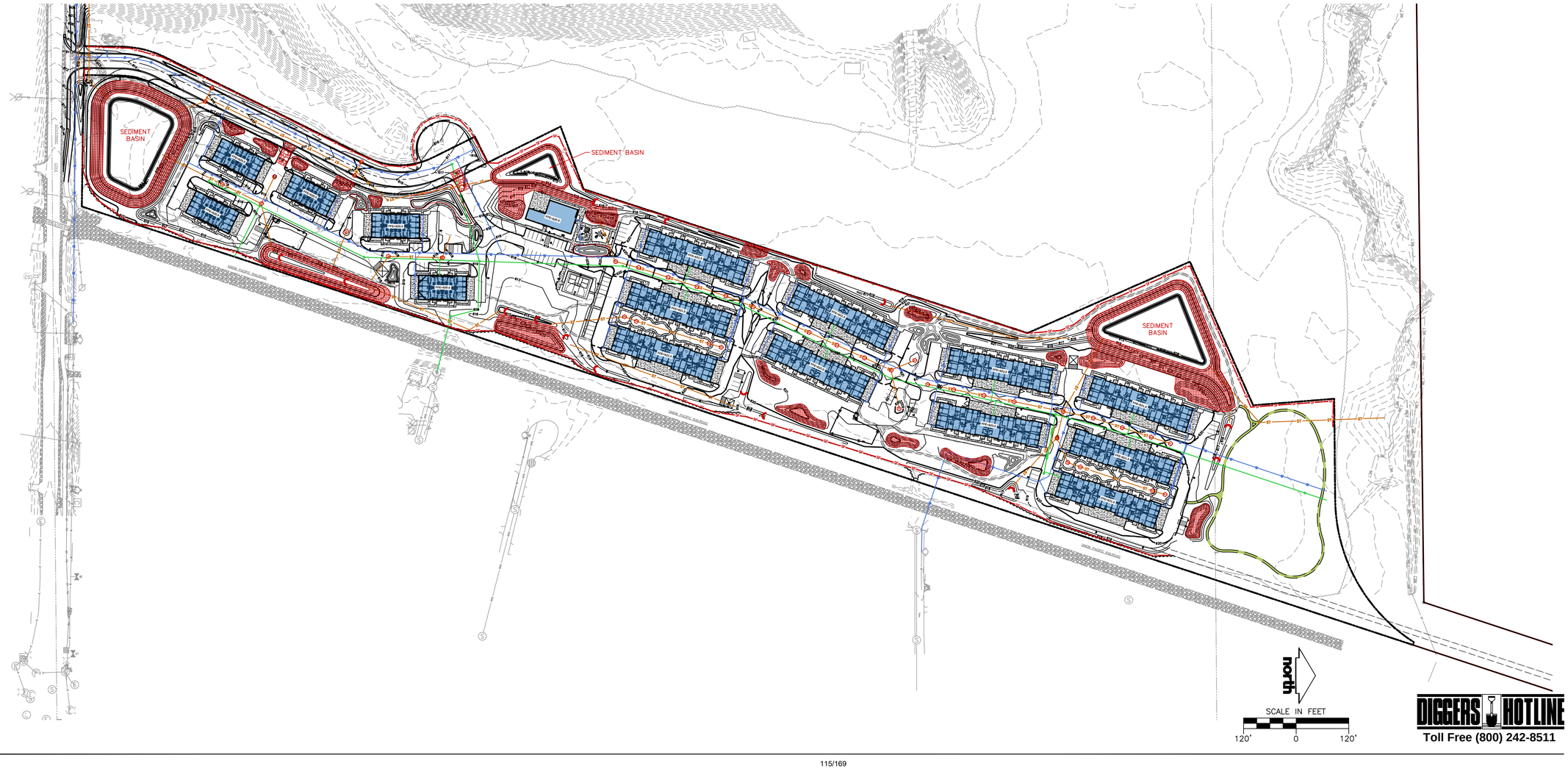
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LEGEND

- PROPERTY LINE
- RIGHT–OF–WAY
- EASEMENT LINE
- BUILDING OUTLINE
- BUILDING OVERHANG
- BUILDING SETBACK LINE
- PAVEMENT SETBACK LINE
- EDGE OF PAVEMENT
- STANDARD CURB AND GUTTER
- ASPHALT PAVEMENT
- CONCRETE PAVEMENT
- AGGREGATE PATH
- 851 — PROPOSED 1 FOOT CONTOUR
- 850 — PROPOSED 5 FOOT CONTOUR
- 851 — EXISTING 1 FOOT CONTOUR
- 850 — EXISTING 5 FOOT CONTOUR
- 852.00 — SPOT ELEVATION
  PROPOSED – 852.00
  EXISTING – EX: 852.00±
- SF SF — SILT FENCE
- CONSTRUCTION ENTRANCE
- EROSION MATTING
- DITCH CHECK
- INLET PROTECTION



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PLYMOUTH, MN 55447

PROJECT:
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PROJECT LOCATION:
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PLAN MODIFICATIONS:

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Designed By: (Initials)
Reviewed By: (Initials)
Approved By: (Initials)

SHEET TITLE:
OVERALL EROSION CONTROL PLAN

SHEET NUMBER:
C5.0

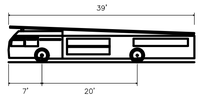
JSD PROJECT NO: 24-14964

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LEGEND

- PROPERTY LINE
- RIGHT-OF-WAY
- EASEMENT LINE
- BUILDING OUTLINE
- BUILDING OVERHANG
- BUILDING SETBACK LINE
- PAVEMENT SETBACK LINE
- EDGE OF PAVEMENT
- STANDARD CURB AND GUTTER
- ASPHALT PAVEMENT
- CONCRETE PAVEMENT
- AGGREGATE PATH
- VEHICLE ENVELOPE LIMITS
- VEHICLE WHEELBASE TRACKING LIMITS



Aerial Fire Truck	
Overall Length	39.000ft
Overall Width	8.167ft
Overall Body Height	7.500ft
Min Body Ground Clearance	0.750ft
Track Width	8.167ft
Lock-to-lock time	5.00s
Max Wheel Angle	45.00°

SITE INFORMATION

PARCEL NO.	0710063160 30
SITE AREA	179,681 S.F. (4.125 ACRES)
NUMBER OF PARKING STALLS	
SURFACE	
STANDARD	263
ACCESSIBLE	7
TOTAL PARKING STALLS	270
SITE COVERAGE ANALYSIS	
EXISTING IMPERVIOUS SURFACE AREA	0 SF (0.00 ACRES)
EXISTING PERVIOUS SURFACE AREA	1,199,990 SF (27.548 ACRES)
PROPOSED PAVED AREA	267,334 SF (6.137 ACRES)
PROPOSED BUILDING FOOTPRINT	124,376 SF (2.855 ACRES)
PROPOSED AGGREGATE PATH	18,849 SF (0.433 ACRES)
PROPOSED IMPERVIOUS SURFACE AREA	410,5591 SF (9.425 ACRES)
PROPOSED IMPERVIOUS SITE PERCENTAGE	34%
PROPOSED PERVIOUS SURFACE AREA	789,432 SF (18.123 ACRES)
PROPOSED PERVIOUS SITE PERCENTAGE	66%
PROPOSED NET IMPERVIOUS INCREASE	410,559 SF (9.425 ACRES)
DISTURBED AREA	1,199,990 SF (27.548 ACRES)



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12TH STREET MULTI-FAMILY DEVELOPMENT

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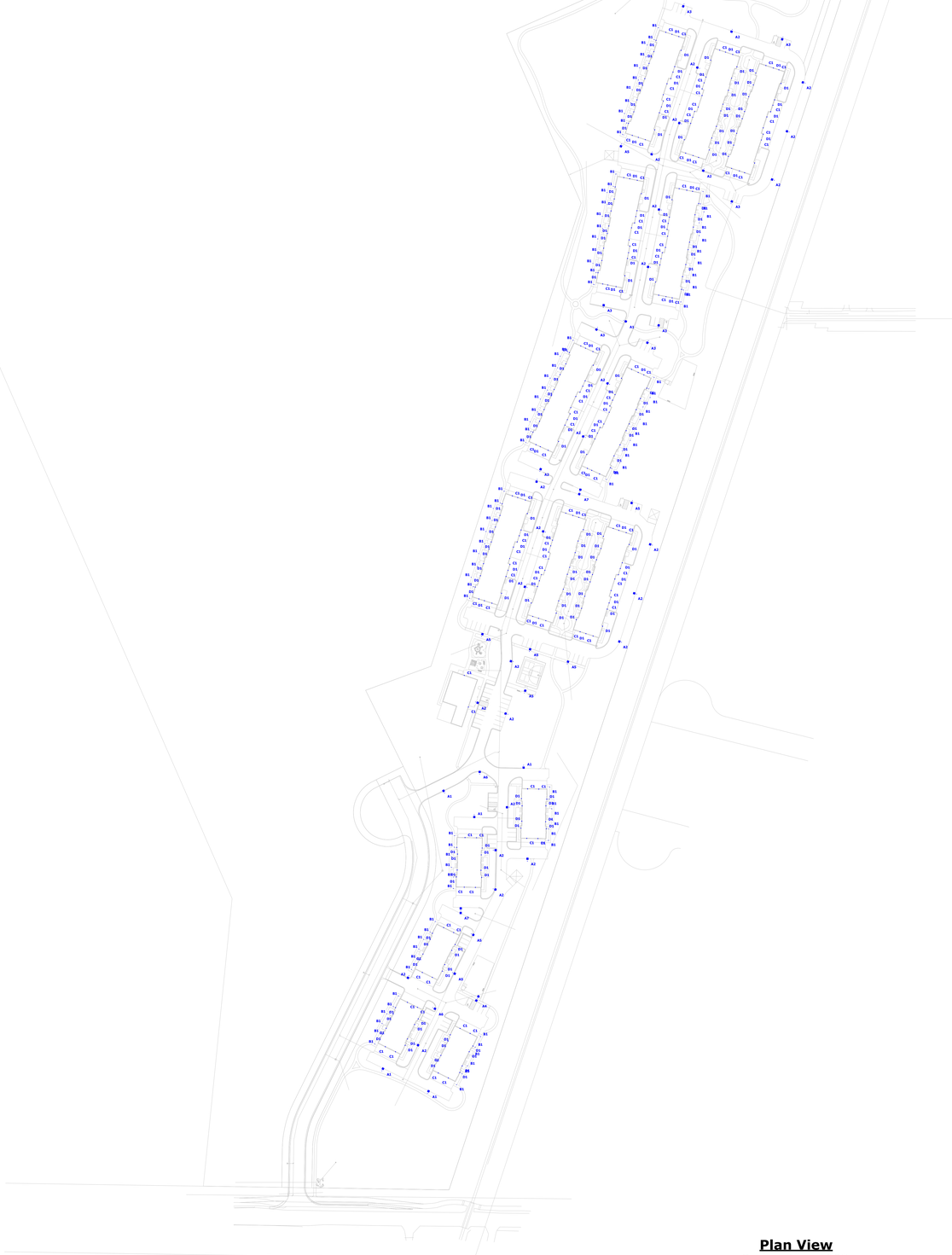
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TRAFFIC CIRCULATION EXHIBIT

SHEET NUMBER:
EXHIBIT

JSD PROJECT NO: 24-14964

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Plan View
Scale - 1" = 100ft

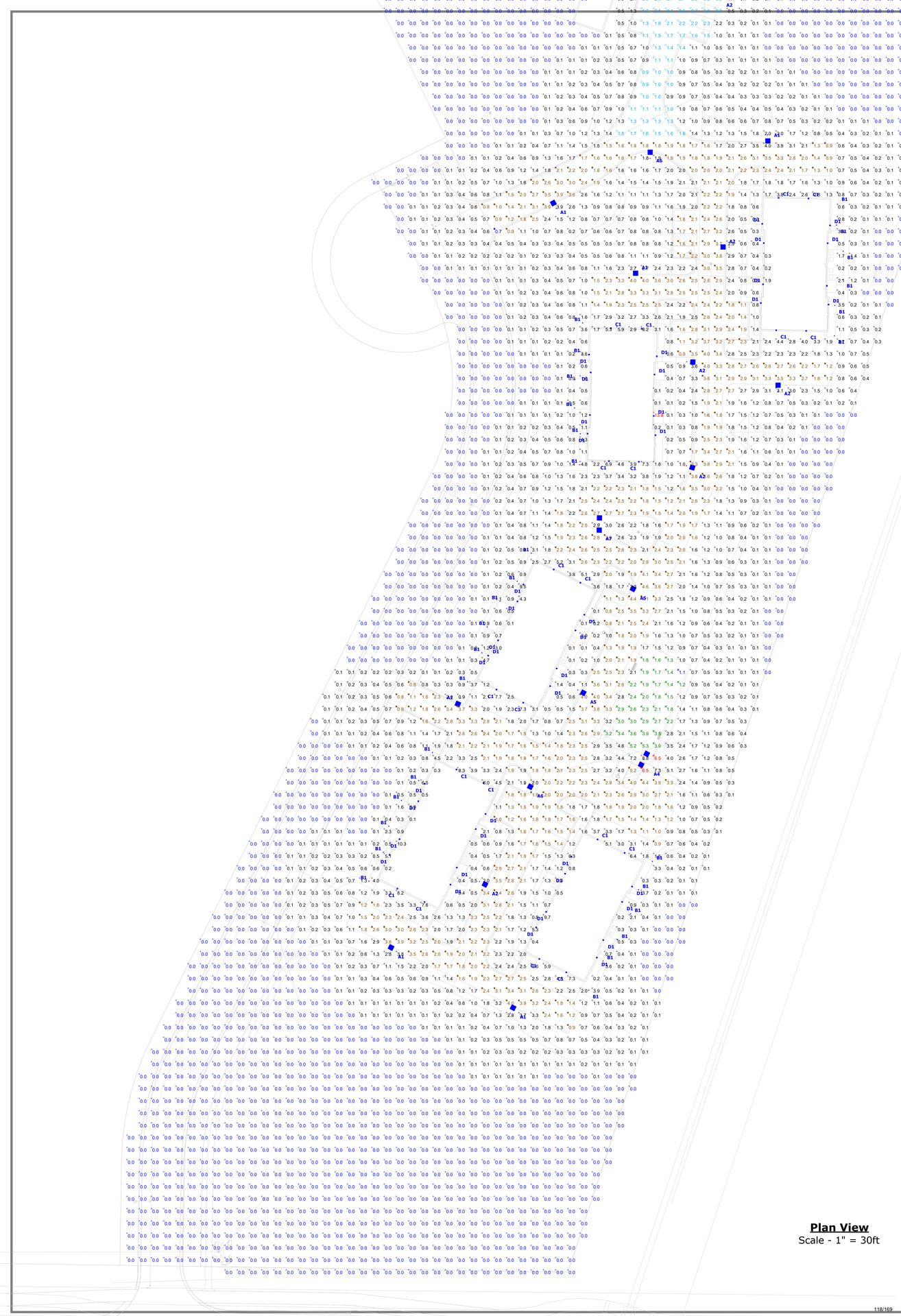
LLF

Symbol	Label	QTY	Manufacturer	Catalog Number	Description	Lumens per Lamp	Wattage
	A1	6	SIGNIFY GARDCO	ECF-S-32L-1.2A-NW-G2-3	EcoForm Area LED ECF - Small, 32 LED's, 4000K CCT, TYPE 3 OPTIC MOUNTED TO 23'-0" POLE WITH 2'-0" BASE	14851	122
	A2	28	SIGNIFY GARDCO	ECF-S-32L-1.2A-NW-G2-3-HIS	EcoForm Area LED ECF - Small, 32 LED's, 4000K CCT, TYPE 3-HIS OPTIC, House-side Internal Shielding - MOUNTED TO 23'-0" POLE WITH 2'-0" BASE	11830	122
	A3	7	SIGNIFY GARDCO	ECF-S-32L-1.2A-NW-G2-4	EcoForm Area LED ECF - Small, 32 LED's, 4000K CCT, TYPE 4 OPTIC, MOUNTED TO 23'-0" POLE WITH 2'-0" BASE	15536	122
	A4	1	SIGNIFY GARDCO	ECF-S-32L-1.2A-NW-G2-4	EcoForm Area LED ECF - Small, 32 LED's, 4000K CCT, TYPE 4 OPTIC MOUNTED TO 23'-0" POLE WITH 2'-0" BASE	15536	244
	A5	8	SIGNIFY GARDCO	ECF-S-32L-1.2A-NW-G2-4-HIS	EcoForm Area LED ECF - Small, 32 LED's, 4000K CCT, TYPE 4-HIS OPTIC, House-side Internal Shielding - MOUNTED TO 23'-0" POLE WITH 2'-0" BASE	12183	122
	A6	2	SIGNIFY GARDCO	ECF-S-32L-1.2A-NW-G2-5W	EcoForm Area LED ECF - Small, 32 LED's, 4000K CCT, TYPE 5W OPTIC, MOUNTED TO 23'-0" POLE WITH 2'-0" BASE	15446	122
	A7	2	SIGNIFY GARDCO	ECF-S-32L-1.2A-NW-G2-5W	EcoForm Area LED ECF - Small, 32 LED's, 4000K CCT, TYPE 5W OPTIC, No Shield	15446	244
	B1	96	PERFORMANCE IN LIGHTING	KHA SLIM LED 36''-AL 10W 4K-96	36'' BOLLARD 14W 4000K	546	14
	C1	102	STONCO	ASW25-SCT-G1-8-PCB-BW	WALL PACK MOUNTED 10'-6" AFF - 4000K	1966	15
	D1	198	LIGMAN	MV-30001-W-W40	WALL SCONCE - DIRECT ONLY - MOUNTED 7'-0" AFF - 4000K	957	11

SPECTRUM
lighting & controls

ROERS MULTIFAMILY
SOMERS, WI
SITE PHOTOMETRIC

Designer
JAW
Date
01/27/2026
Scale
SEE PLAN



Plan View
Scale - 1" = 30ft

Statistics

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
SOUTH PARKING AND DRIVE	■	2.3 fc	6.5 fc	0.7 fc	9.3:1	3.3:1
DOG PARK	✳	2.6 fc	6.5 fc	1.1 fc	5.9:1	2.4:1
SITE ALL	+	0.8 fc	13.8 fc	0.0 fc	N/A	N/A

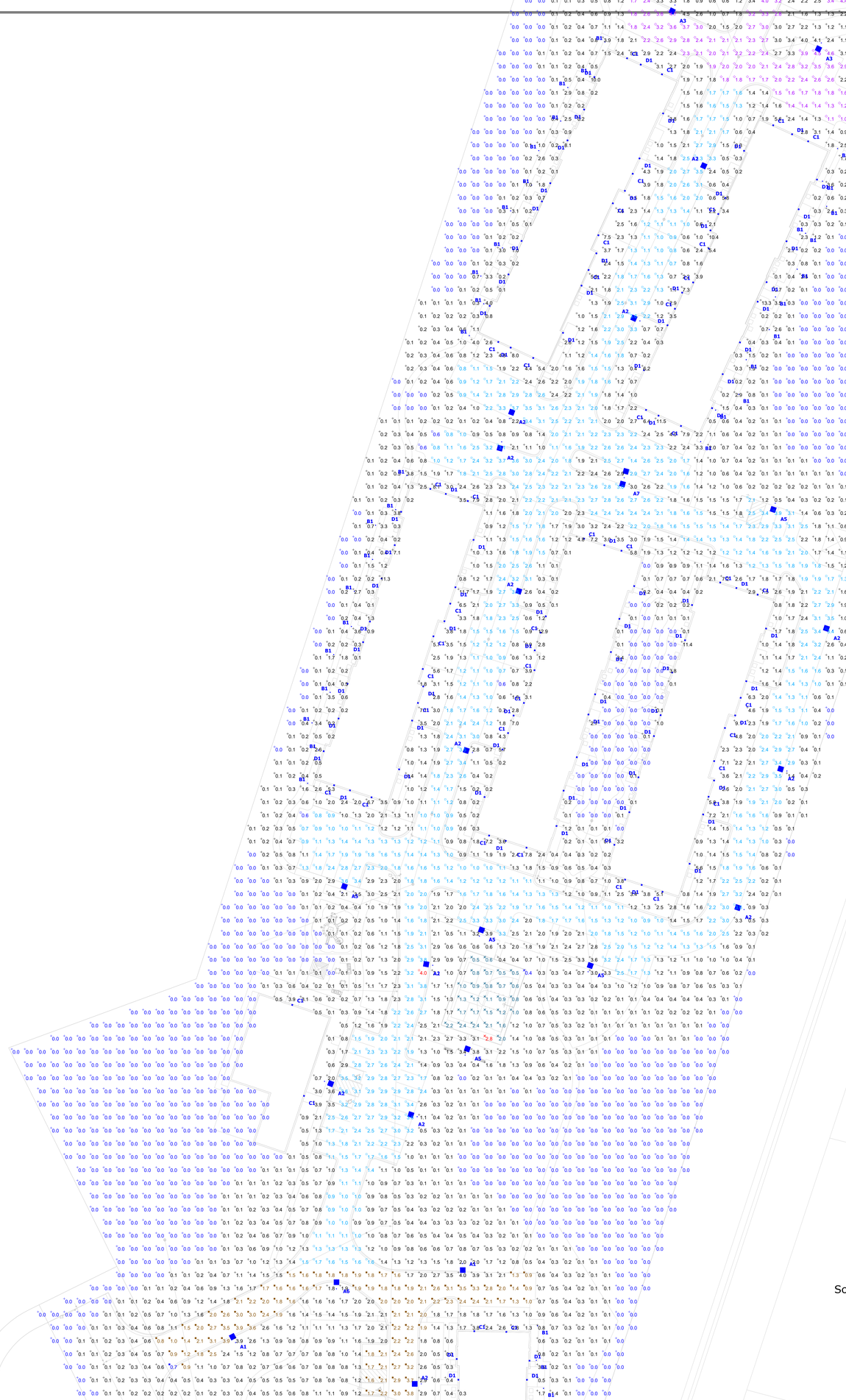
Schedule

Symbol	Label	Manufacturer	Catalog Number	Description	Lumens per Lamp	LLF	Wattage
	A1	SIGNIFY GARDCO	ECF-S-32L-1.2A-NW-G2-3	EcoForm Area LED ECF - Small, 32 LED's, 4000K CCT, TYPE 3 OPTIC MOUNTED TO 23'-0" POLE WITH 2'-0" BASE	14851	0.95	122
	A2	SIGNIFY GARDCO	ECF-S-32L-1.2A-NW-G2-3-HIS	EcoForm Area LED ECF - Small, 32 LED's, 4000K CCT, TYPE 3-HIS OPTIC, House-side Internal Shielding - MOUNTED TO 23'-0" POLE WITH 2'-0" BASE	11830	0.95	122
	A3	SIGNIFY GARDCO	ECF-S-32L-1.2A-NW-G2-4	EcoForm Area LED ECF - Small, 32 LED's, 4000K CCT, TYPE 4 OPTIC, MOUNTED TO 23'-0" POLE WITH 2'-0" BASE	15536	0.95	122
	A4	SIGNIFY GARDCO	ECF-S-32L-1.2A-NW-G2-4	EcoForm Area LED ECF - Small, 32 LED's, 4000K CCT, TYPE 4 OPTIC MOUNTED TO 23'-0" POLE WITH 2'-0" BASE	15536	0.95	244
	A5	SIGNIFY GARDCO	ECF-S-32L-1.2A-NW-G2-4-HIS	EcoForm Area LED ECF - Small, 32 LED's, 4000K CCT, TYPE 4-HIS OPTIC, House-side Internal Shielding - MOUNTED TO 23'-0" POLE WITH 2'-0" BASE	12183	0.95	122
	A6	SIGNIFY GARDCO	ECF-S-32L-1.2A-NW-G2-5W	EcoForm Area LED ECF - Small, 32 LED's, 4000K CCT, TYPE 5W OPTIC, MOUNTED TO 23'-0" POLE WITH 2'-0" BASE	15446	0.95	122
	A7	SIGNIFY GARDCO	ECF-S-32L-1.2A-NW-G2-5W	EcoForm Area LED ECF - Small, 32 LED's, 4000K CCT, TYPE 5W OPTIC, No Shield	15446	0.95	244
	B1	PERFORMANCE IN LIGHTING	KHA SLIM LED 36"-AL 10W 4K-96	36" BOLLARD 14W 4000K	546	0.95	14
	C1	STONCO	ASW25-SCT-G1-8-PCB-BW	WALL PACK MOUNTED 10'-6" AFF - 4000K	1966	0.95	15
	D1	LIGMAN	MV-30001-W-W40	WALL SCONCE - DIRECT ONLY - MOUNTED 7'-0" AFF - 4000K	957	0.95	11

SPECTRUM lighting & controls

ROERS MULTIFAMILY
SOMERS, WI
SITE PHOTOMETRIC

Designer
JAW
Date
01/27/2026
Scale
SEE PLAN



Plan View
Scale - 1" = 30ft

Statistics

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
BASKETBALL COURT	+	1.2 fc	2.8 fc	0.4 fc	7.0:1	3.0:1
CENTER PARKING AND DRIVE	+	2.0 fc	4.0 fc	0.6 fc	6.7:1	3.3:1
SITE ALL	+	0.8 fc	13.8 fc	0.0 fc	N/A	N/A

Schedule

Symbol	Label	Manufacturer	Catalog Number	Description	Lumens per Lamp	LLF	Wattage
	A1	SIGNIFY GARDCO	ECF-S-32L-1.2A-NW-G2-3	EcoForm Area LED ECF - Small, 32 LED's, 4000K CCT, TYPE 3 OPTIC MOUNTED TO 23'-0" POLE WITH 2'-0" BASE	14851	0.95	122
	A2	SIGNIFY GARDCO	ECF-S-32L-1.2A-NW-G2-3-HIS	EcoForm Area LED ECF - Small, 32 LED's, 4000K CCT, TYPE 3-HIS OPTIC, House-side Internal Shielding - MOUNTED TO 23'-0" POLE WITH 2'-0" BASE	11830	0.95	122
	A3	SIGNIFY GARDCO	ECF-S-32L-1.2A-NW-G2-4	EcoForm Area LED ECF - Small, 32 LED's, 4000K CCT, TYPE 4 OPTIC, MOUNTED TO 23'-0" POLE WITH 2'-0" BASE	15536	0.95	122
	A4	SIGNIFY GARDCO	ECF-S-32L-1.2A-NW-G2-4	EcoForm Area LED ECF - Small, 32 LED's, 4000K CCT, TYPE 4 OPTIC MOUNTED TO 23'-0" POLE WITH 2'-0" BASE	15536	0.95	244
	A5	SIGNIFY GARDCO	ECF-S-32L-1.2A-NW-G2-4-HIS	EcoForm Area LED ECF - Small, 32 LED's, 4000K CCT, TYPE 4-HIS OPTIC, House-side Internal Shielding - MOUNTED TO 23'-0" POLE WITH 2'-0" BASE	12183	0.95	122
	A6	SIGNIFY GARDCO	ECF-S-32L-1.2A-NW-G2-5W	EcoForm Area LED ECF - Small, 32 LED's, 4000K CCT, TYPE 5W OPTIC, MOUNTED TO 23'-0" POLE WITH 2'-0" BASE	15446	0.95	122
	A7	SIGNIFY GARDCO	ECF-S-32L-1.2A-NW-G2-5W	EcoForm Area LED ECF - Small, 32 LED's, 4000K CCT, TYPE 5W OPTIC, No Shield	15446	0.95	244
	B1	PERFORMANCE IN LIGHTING	KHA SLIM LED 36"-AL 10W 4K-96	36" BOLLARD 14W 4000K	546	0.95	14
	C1	STONCO	ASW25-SCT-G1-8-PCB-BW	WALL PACK MOUNTED 10'-6" AFF - 4000K	1966	0.95	15
	D1	LIGMAN	MV-30001-W-W40	WALL SCONCE - DIRECT ONLY - MOUNTED 7'-0" AFF - 4000K	957	0.95	11

SPECTRUM lighting & controls

ROERS MULTIFAMILY
SOMERS, WI
SITE PHOTOMETRIC

Designer
JAW
Date
01/27/2026
Scale
SEE PLAN



Plan View
Scale - 1" = 30ft

Statistics

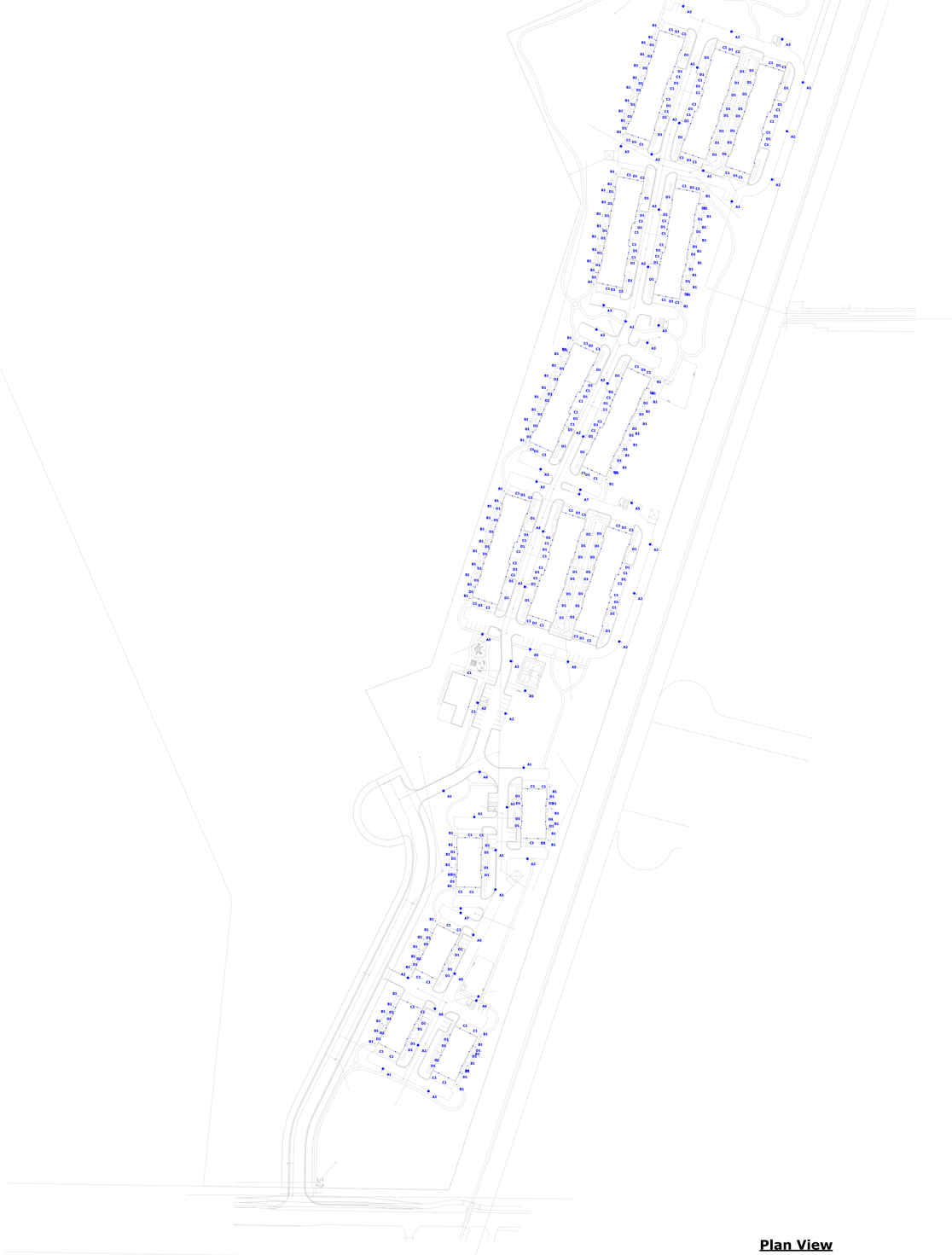
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
NORTH PARKING AND DRIVE	◇	2.1 fc	4.9 fc	0.5 fc	9.8:1	4.2:1
SITE ALL	+	0.8 fc	13.8 fc	0.0 fc	N/A	N/A

Schedule

Symbol	Label	Manufacturer	Catalog Number	Description	Lumens per Lamp	LLF	Wattage
▫	A1	SIGNIFY GARDCO	ECF-S-32L-1.2A-NW-G2-3	EcoForm Area LED ECF - Small, 32 LED's, 4000K CCT, TYPE 3 OPTIC MOUNTED TO 23'-0" POLE WITH 2'-0" BASE	14851	0.95	122
▫	A2	SIGNIFY GARDCO	ECF-S-32L-1.2A-NW-G2-3-HIS	EcoForm Area LED ECF - Small, 32 LED's, 4000K CCT, TYPE 3-HIS OPTIC, House-side Internal Shielding - MOUNTED TO 23'-0" POLE WITH 2'-0" BASE	11830	0.95	122
▫	A3	SIGNIFY GARDCO	ECF-S-32L-1.2A-NW-G2-4	EcoForm Area LED ECF - Small, 32 LED's, 4000K CCT, TYPE 4 OPTIC, MOUNTED TO 23'-0" POLE WITH 2'-0" BASE	15536	0.95	122
▫	A4	SIGNIFY GARDCO	ECF-S-32L-1.2A-NW-G2-4	EcoForm Area LED ECF - Small, 32 LED's, 4000K CCT, TYPE 4 OPTIC MOUNTED TO 23'-0" POLE WITH 2'-0" BASE	15536	0.95	244
▫	A5	SIGNIFY GARDCO	ECF-S-32L-1.2A-NW-G2-4-HIS	EcoForm Area LED ECF - Small, 32 LED's, 4000K CCT, TYPE 4-HIS OPTIC, House-side Internal Shielding - MOUNTED TO 23'-0" POLE WITH 2'-0" BASE	12183	0.95	122
▫	A6	SIGNIFY GARDCO	ECF-S-32L-1.2A-NW-G2-5W	EcoForm Area LED ECF - Small, 32 LED's, 4000K CCT, TYPE 5W OPTIC, MOUNTED TO 23'-0" POLE WITH 2'-0" BASE	15446	0.95	122
▫	A7	SIGNIFY GARDCO	ECF-S-32L-1.2A-NW-G2-5W	EcoForm Area LED ECF - Small, 32 LED's, 4000K CCT, TYPE 5W OPTIC, No Shield	15446	0.95	244
○	B1	PERFORMANCE IN LIGHTING	KHA SLIM LED 36"-AL 10W 4K-96	36" BOLLARD 14W 4000K	546	0.95	14
□	C1	STONCO	ASW25-SCT-G1-8-PCB-BW	WALL PACK MOUNTED 10'-6" AFF - 4000K	1966	0.95	15
□	D1	LIGMAN	MV-30001-W-W40	WALL SCONCE - DIRECT ONLY - MOUNTED 7'-0" AFF - 4000K	957	0.95	11

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SOMERS, WI
SITE PHOTOMETRIC

Designer
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Date
01/27/2026
Scale
SEE PLAN



Plan View
Scale - 1" = 100ft

LLF

Symbol	Label	QTY	Manufacturer	Catalog Number	Description	Lumens per Lamp	Wattage
	A1	6	SIGNIFY GARDCO	ECF-S-32L-1.2A-NW-G2-3	EcoForm Area LED ECF - Small, 32 LED's, 4000K CCT, TYPE 3 OPTIC MOUNTED TO 23'-0" POLE WITH 2'-0" BASE	14851	122
	A2	28	SIGNIFY GARDCO	ECF-S-32L-1.2A-NW-G2-3-HIS	EcoForm Area LED ECF - Small, 32 LED's, 4000K CCT, TYPE 3-HIS OPTIC, House-side Internal Shielding - MOUNTED TO 23'-0" POLE WITH 2'-0" BASE	11830	122
	A3	7	SIGNIFY GARDCO	ECF-S-32L-1.2A-NW-G2-4	EcoForm Area LED ECF - Small, 32 LED's, 4000K CCT, TYPE 4 OPTIC, MOUNTED TO 23'-0" POLE WITH 2'-0" BASE	15536	122
	A4	1	SIGNIFY GARDCO	ECF-S-32L-1.2A-NW-G2-4	EcoForm Area LED ECF - Small, 32 LED's, 4000K CCT, TYPE 4 OPTIC MOUNTED TO 23'-0" POLE WITH 2'-0" BASE	15536	244
	A5	8	SIGNIFY GARDCO	ECF-S-32L-1.2A-NW-G2-4-HIS	EcoForm Area LED ECF - Small, 32 LED's, 4000K CCT, TYPE 4-HIS OPTIC, House-side Internal Shielding - MOUNTED TO 23'-0" POLE WITH 2'-0" BASE	12183	122
	A6	2	SIGNIFY GARDCO	ECF-S-32L-1.2A-NW-G2-5W	EcoForm Area LED ECF - Small, 32 LED's, 4000K CCT, TYPE 5W OPTIC, MOUNTED TO 23'-0" POLE WITH 2'-0" BASE	15446	122
	A7	2	SIGNIFY GARDCO	ECF-S-32L-1.2A-NW-G2-5W	EcoForm Area LED ECF - Small, 32 LED's, 4000K CCT, TYPE 5W OPTIC, No Shield	15446	244
	B1	96	PERFORMANCE IN LIGHTING	KHA SLIM LED 36''-AL 10W 4K-96	36'' BOLLARD 14W 4000K	546	14
	C1	102	STONCO	ASW25-SCT-G1-8-PCB-BW	WALL PACK MOUNTED 10'-6" AFF - 4000K	1966	15
	D1	198	LIGMAN	MV-30001-W-W40	WALL SCONCE - DIRECT ONLY - MOUNTED 7'-0" AFF - 4000K	957	11

SPECTRUM
lighting & controls

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Site and Area

EcoForm

ECF-S small area light



Gardco EcoForm Gen-2 combines economy with performance in an LED area luminaire. Capable of delivering up to 27,800 lumens or more in a compact, low profile LED luminaire, EcoForm offers a new level of customer value. EcoForm features an innovative retrofit arm kit, simplifying site conversions to LED by eliminating the need to drill additional holes in most existing poles. Integral control systems available for further energy savings. Includes Service Tag, our innovative way to provide assistance throughout the life of the product.

Project:

Location:

Cat.No:

Type:

Lamps: Qty:

Notes:

Ordering guide

Example: ECF-S-64L-900-NW-G2-AR-5-120-HIS-MGY

Prefix	Number of LEDs	Drive Current	LED Color – Generation	Mounting	Distribution	Voltage
ECF-S EcoForm site and area, small	**32L** 32 LEDs (2 modules)	**365** 365mA **530** 530mA **700** 700mA **1A** 1050mA **1.2A** 1200mA	**WW-G2** Warm White 3000K, 70CRI Generation 2	**AR**[2] Arm Mount (standard)	**Type 2** **2** Type 2 **2-90** Rotated left 90° **2-270** Rotated right 270°	**120** 120V **208** 208V **240** 240V **277** 277V **347** 347V **480** 480V **UNV** 120-277V (50/60Hz) **HVU** 347-480V (50/60Hz)
	48L 48 LEDs (3 modules)	**900** 900mA **1A** 1050mA **1.2A**[19] 1200mA	**NW-G2** Neutral White 4000K, 70CRI Generation 2	The following mounting kits must be ordered separately (See accessories)	**Type 3** **3** Type 3 **3-90** Rotated left 90° **3-270** Rotated right 270°	
	64L 64 LEDs (4 modules)	**900** 900mA **1A**[19] 1050mA	**CW-G2** Cool White 5000K, 70CRI Generation 2	**SF**[3] Slip Fitter Mount (fits to 2 3/8" O.D. tenon) **WS** Wall mount with surface conduit rear entry permitted **RAM**[2] Retrofit arm mount kit	**Type 4** **4** Type 4 **4-90** Rotated left 90° **4-270** Rotated right 270° **Type 5** **5** Type 5 **5W** Type 5W	

Distribution (continued)

AFR Auto Front Row
AFR-90 Auto Front Row, Rotated left 90°
AFR-270 Auto Front Row, Rotated right 270°
BLC Back Light Control
BLC-90 Back Light Control rotated at 90°
BLC-270 Back Light Control rotated at 270°
LCL[19] LEED Corner Optic Left
RCL[19] LEED Corner Optic Right

Options

Dimming controls	Motion sensing lens	Photo-sensing	Options	Luminaire	Finish
DD[4,18] 0-10V External dimming (for controls by others) **DCC**[4,5,6,18] Dual Circuit Control **FAWS**[4,5,18] Field Adjustable Wattage Selector **SRDR**[4,5,6,8,17] SR driver connected to Zhaga socket **DynaDimmer:** Automatic Profile Dimming **CS50**[4,8] Safety 50% Dimming, 7 hours **CM50**[4,8] Median 50% Dimming, 8 hours **CS30**[4,8] Safety 30% Dimming, 7 hours **CM30**[4,8] Median 30% Dimming, 8 hours		**PCB**[8,9] Photocontrol Button **TLRD5**[10,17] Twist Lock Receptacle 5 Pin **TLRD7**[10,17] Twist Lock Receptacle 7 Pin **TLRPC**[9,10,11,17] Twist Lock Receptacle w/Photocell	**Fusing** **F1**[9] Single (120, 277, 347VAC) **F2**[9] Double (208, 240, 480VAC) **Pole Mount Fusing** **FP1**[9] Single (120, 277, 347VAC) **FP2**[9] Double (208, 240, 480VAC) **FP3**[9] Canadian Double Pull (208, 240, 480VAC) **Surge Protection** (10kA standard) **SP2** Increased 20kA **BAC**[20,21] Meets the requirements of the Buy American Act of 1933 (BAA)	Square Pole Adapter included in standard product **TB**[12] Terminal Block **RPA**[13] Round Pole Adapter (fits to 3"- 3.9" O.D. pole) **HIS**[14] Internal House Side Shield	**Textured** **BK** Black **WH** White **BZ** Bronze **DGY** Dark Gray **MGY** Medium Gray **Customer specified** **RAL** Specify optional color or RAL (ex: RAL7024) **CC** Custom color (Must supply color chip for required factory quote)
BL[1,4,7,18] Bi-level functionality	**IMRI3**[15] Integral with #3 lens **IMRI7**[15] Integral with #7 lens				
WIAP[4,6,16] Wireless Interact (includes SR driver and SR receptacle - do NOT select SRDR)	**LB** Low (7'-15' mounting height) sensor, Black color housing Wireless Interact, integral **LW** Low (7'-15' mounting height) sensor, White color housing **HB** High (15'-40' mounting height) sensor, Black color housing **HW** High (15'-40' mounting height) sensor, White color housing				

1. BL-IMRI3/7 equipped with out-boarded sensor housing when voltage is HVU (347-480V)
2. Mounts to a 4" round pole with adapter included for square poles.
3. Limited to a maximum of 45 degrees aiming above horizontal.
4. Not available with other dimming control options.
5. Not available with motion sensor.
6. Not available with photocontrol.
7. Must specify a motion sensor lens.
8. Not available in 347 or 480V
9. Must specify input voltage.
10. TLRD5, TLRD7 and TLRPC receptacle pins 4 & 5 are capped off when ordered with any of the Dimming controls DD or FAWS or LLC.
11. Not available in 480V. Order photocell separately with TLRD5/7.
12. Not available with DCC.
13. Not available with SF and WS. RPAs provided with black finish standard.
14. HIS not available with Type 5, 5W, BLC, BLC-90, BLC-270, LCL or RCL optics.
15. Not available with DD, DCC, FAWS, SRDR, or WIAP dimming control options.
16. WIAP must be combined with Motion sensing lens LB or LW or HB or HW.
17. When ordering SRDR, controller (by others) to be used on socket must be SR compatible (See specifications for more details). Consult factory for lead time. All 7 pins in NEMA receptacle are connected to SR driver. SRDR not available with TLRD5 or TLRPC.
18. 0-10V dimming driver standard.
19. LCL and RCL not available with 48L-1.2A or 64L-1A.
20. Extended lead times apply. Contact factory for details
21. Failure to properly select the "BAC" suffix could result in you receiving product that is not BAA compliant product with no recourse for an RMA or refund. This BAC designation hereunder does not address (i) the applicability of, or availability of a waiver under, the Trade Agreements Act, or (ii) the "Buy America" domestic content requirements imposed on states, localities, and other non-federal entities as a condition of receiving funds administered by the Department of Transportation or other federal agencies.

ECF-S EcoForm small

Area luminaire

EcoForm Accessories[21] (ordered separately, field installed)

Shielding Accessories

House Side Shield

Standard optic orientation	
HIS-32-H[20]	Internal House Side Shield for 32 LEDs (2 modules)
HIS-48-H[20]	Internal House Side Shield for 48 LEDs (3 modules)
HIS-64-H[20]	Internal House Side Shield for 64 LEDs (4 modules)
Optic at 90 or 270 orientation	
HIS-32-V[20]	Internal House Side Shield for 32 LEDs (2 modules)
HIS-48-V[20]	Internal House Side Shield for 48 LEDs (3 modules)
HIS-64-V[20]	Internal House Side Shield for 64 LEDs (4 modules)

Footnotes
20. Not available with Type 5 or 5W optics.
21. Consult Signify to confirm whether specific accessories are BAA-compliant.

Luminaire Accessories

ECF-BD-G2	Bird deterrent
ECF-RAM-G2-(F)	Retrofit Arm mount kit
ECF-SF-G2-(F)	Slip Fitter Mount (fits to 2 3/8" O.D. tenon)
ECF-WS-G2-(F)	Wall mount with surface conduit rear entry permitted

Controls Accessories

IRT9015	Handheld remote for grouping and configuration of Wireless Interact WIAP (at least 1 required per site or use the Interact Pro App).

Pole Top Fitters

(**F**) = Specify finish

PTF2 - Pole top fitter fits 23/8-21/2" OD x 4" depth tenon	
PTF2-1-90-(F)	1 luminaire at 90°
PTF2-2-90-(F)	2 luminaires at 90°
PTF2-2-180-(F)	2 luminaires at 180°
PTF2-3-90-(F)	3 luminaires at 90°
PTF2-4-90-(F)	4 luminaires at 90°
PTF2-3-120-(F)	3 luminaires at 120°
PTF3 - Pole top fitter fits 3-31/2" OD x 6" depth tenon	
PTF3-1-90-(F)	1 luminaire at 90°
PTF3-2-90-(F)	2 luminaires at 90°
PTF3-2-180-(F)	2 luminaires at 180°
PTF3-3-90-(F)	3 luminaires at 90°
PTF3-4-90-(F)	4 luminaires at 90°
PTF3-3-120-(F)	3 luminaires at 120°

Ready to Go configurations (when ordered with the "RS-" catalog code, the following configurations will ship in 2 weeks):

Catalog Number	12NC
RS-ECF-S-32L-1A-NW-G2-AR-3-UNV-BZ	912401466002
RS-ECF-S-32L-1A-NW-G2-AR-3-UNV-MGY	912401466003
RS-ECF-S-32L-1A-NW-G2-AR-3-UNV-BK	912401534554
RS-ECF-S-32L-1A-NW-G2-AR-4-UNV-BZ	912401466004
RS-ECF-S-32L-1A-NW-G2-AR-4-UNV-MGY	912401466005
RS-ECF-S-32L-1A-NW-G2-AR-4-UNV-BK	912401534555
RS-ECF-S-32L-1A-NW-G2-AR-5-UNV-BZ	912401466006
RS-ECF-S-32L-1A-NW-G2-AR-5-UNV-MGY	912401466007
RS-ECF-S-32L-1A-NW-G2-AR-5-UNV-BK	912401534556
RS-ECF-S-48L-1A-NW-G2-AR-3-UNV-BZ	912401466008
RS-ECF-S-48L-1A-NW-G2-AR-3-UNV-MGY	912401466009
RS-ECF-S-48L-1A-NW-G2-AR-3-UNV-BK	912401534557
RS-ECF-S-48L-1A-NW-G2-AR-4-UNV-BZ	912401466010
RS-ECF-S-48L-1A-NW-G2-AR-4-UNV-MGY	912401466011
RS-ECF-S-48L-1A-NW-G2-AR-4-UNV-BK	912401534558
RS-ECF-S-48L-1A-NW-G2-AR-5-UNV-BZ	912401466012
RS-ECF-S-48L-1A-NW-G2-AR-5-UNV-MGY	912401466013
RS-ECF-S-48L-1A-NW-G2-AR-5-UNV-BK	912401534559
RS-ECF-S-64L-1A-NW-G2-AR-3-UNV-BZ	912401466014
RS-ECF-S-64L-1A-NW-G2-AR-3-UNV-MGY	912401466015

Catalog Number	12NC
RS-ECF-S-64L-1A-NW-G2-AR-3-UNV-BK	912401534560
RS-ECF-S-64L-1A-NW-G2-AR-4-UNV-BZ	912401466016
RS-ECF-S-64L-1A-NW-G2-AR-4-UNV-MGY	912401466017
RS-ECF-S-64L-1A-NW-G2-AR-4-UNV-BK	912401534561
RS-ECF-S-64L-1A-NW-G2-AR-5-UNV-BZ	912401466018
RS-ECF-S-64L-1A-NW-G2-AR-5-UNV-MGY	912401466019
RS-ECF-S-64L-1A-NW-G2-AR-5-UNV-BK	912401534562
RS-ECF-RAM-G2-DGY	912401466487
RS-ECF-RAM-G2-MGY	912401466488
RS-ECF-RAM-G2-WH	912401466485
RS-ECF-RAM-G2-BZ	912401466486
RS-ECF-RAM-G2-BK	912401466484
RS-HIS-32-H	912401466489
RS-HIS-48-H	912401466491
RS-HIS-64-H	912401466493

ECF-S EcoForm small

Area luminaire

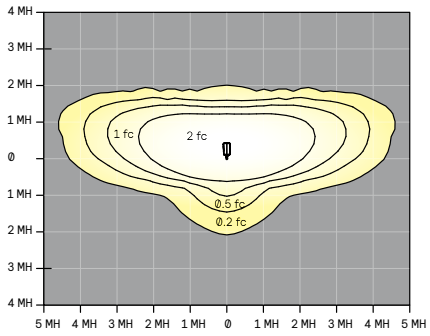
Predicted Lumen Depreciation Data

Predicted performance derived from LED manufacturer's data and engineering design estimates, based on IESNA LM-80 methodology. Actual experience may vary due to field application conditions.L_{70} is the predicted time when LED performance depreciates to 70% of initial lumen output. Calculated per IESNA TM21-11. Published L_{70} hours limited to 6 times actual LED test hours

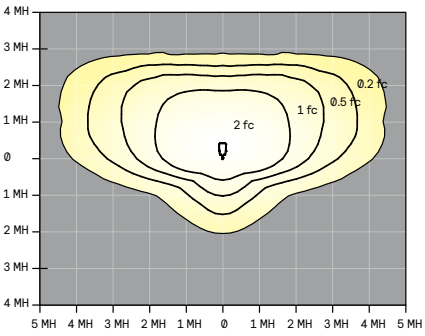
Ambient Temperature °C	Driver mA	Calculated L_{70} Hours	L_{70} per TM-21	Lumen Maintenance % at 60,000 hrs
25°C	up to 1200 mA	>100,000 hours	>120,000 hours	>99%

Optical Distributions

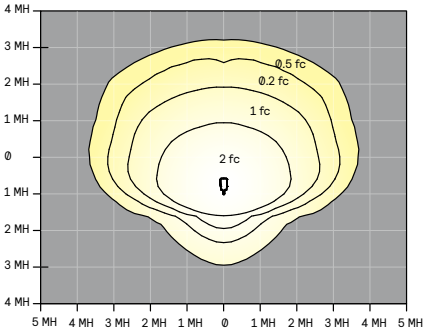
Based on configuration ECF-S-48L-1A-NW-G2 (159W) mounted at 20ft.



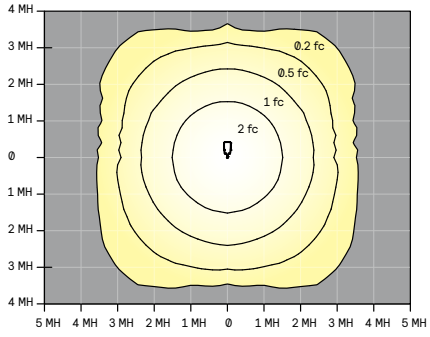
Type 2



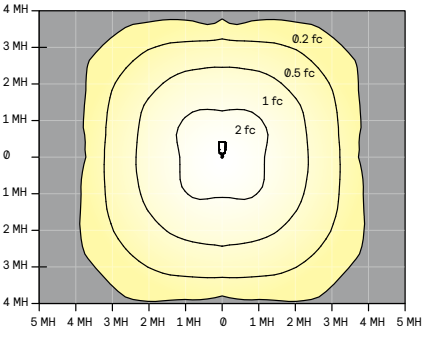
Type 3



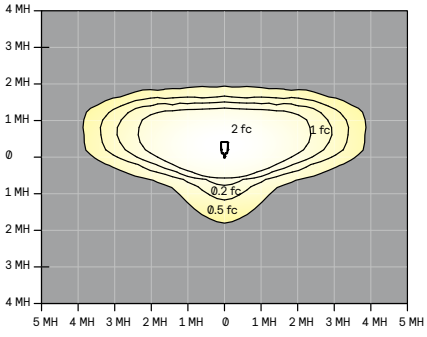
Type 4



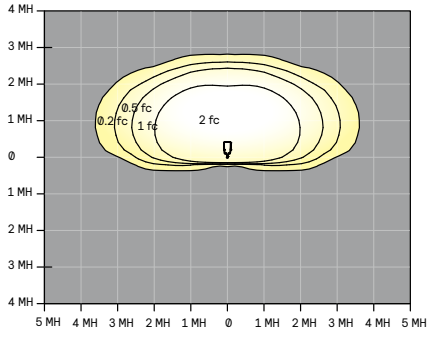
Type 5



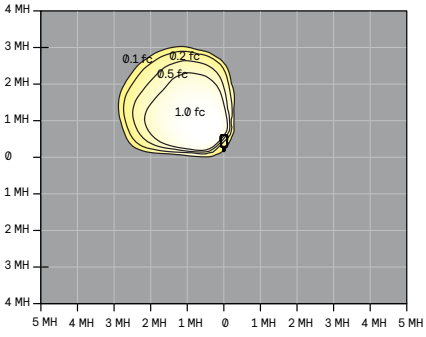
Type 5W



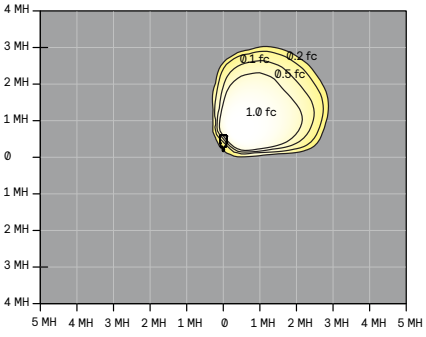
AFR



BLC



LCL



RCL

ECF-S EcoForm small

Area luminaire

3000K LED Wattage and Lumen Values

Ordering Code	Total LEDs	LED Current (mA)	Color Temp.	Average System Watts	Type 2			Type 3			Type 4			Type 5			Type 5W		
					Lumen Output	BUG Rating	Efficacy (LPW)	Lumen Output	BUG Rating	Efficacy (LPW)	Lumen Output	BUG Rating	Efficacy (LPW)	Lumen Output	BUG Rating	Efficacy (LPW)	Lumen Output	BUG Rating	Efficacy (LPW)
ECF-S-32L-365-WW-G2-x	32	365	3000	40	5,508	B1-U0-G1	138	5,428	B1-U0-G2	136	5,637	B1-U0-G2	141	5,790	B3-U0-G1	145	5,604	B3-U0-G1	140
ECF-S-32L-530-WW-G2-x	32	530	3000	56	7,159	B2-U0-G2	129	7,055	B1-U0-G2	127	7,327	B1-U0-G2	132	7,526	B3-U0-G2	135	7,284	B3-U0-G2	131
ECF-S-32L-700-WW-G2-x	32	700	3000	73	9,234	B2-U0-G2	127	9,034	B2-U0-G2	124	9,452	B2-U0-G2	130	9,707	B4-U0-G2	133	9,395	B4-U0-G2	129
ECF-S-32L-1A-WW-G2-x	32	1050	3000	106	13,001	B3-U0-G2	123	12,719	B2-U0-G2	120	13,306	B2-U0-G3	126	13,665	B4-U0-G2	129	13,227	B4-U0-G2	125
ECF-S-32L-1.2A-WW-G2-x	32	1200	3000	122	14,421	B3-U0-G3	119	14,108	B2-U0-G3	116	14,760	B2-U0-G3	121	15,158	B4-U0-G2	125	14,671	B4-U0-G2	121
ECF-S-48L-900-WW-G2-x	48	900	3000	135	17,115	B3-U0-G3	127	16,744	B3-U0-G3	124	17,518	B2-U0-G3	130	17,990	B4-U0-G2	133	17,413	B5-U0-G3	129
ECF-S-48L-1A-WW-G2-x	48	1050	3000	159	19,381	B3-U0-G3	122	18,960	B3-U0-G3	119	19,836	B3-U0-G4	125	20,372	B5-U0-G3	128	19,717	B5-U0-G3	124
ECF-S-48L-1.2A-WW-G2-x	48	1200	3000	183	21,515	B3-U0-G3	118	21,048	B3-U0-G4	115	22,020	B3-U0-G4	121	22,616	B5-U0-G3	124	21,888	B5-U0-G3	120
ECF-S-64L-900-WW-G2-x	64	900	3000	178	22,652	B3-U0-G3	127	22,161	B3-U0-G4	125	23,185	B3-U0-G4	130	23,810	B5-U0-G3	134	23,045	B5-U0-G3	130
ECF-S-64L-1A-WW-G2-x	64	1050	3000	206	25,520	B3-U0-G3	124	24,966	B3-U0-G4	121	26,120	B3-U0-G4	127	26,150	B5-U0-G3	127	25,964	B5-U0-G4	126

Ordering Code	Total LEDs	LED Current (mA)	Color Temp.	Average System Watts	Type AFR			BLC			LCL or RCL		
					Lumen Output	BUG Rating	Efficacy (LPW)	Lumen Output	BUG Rating	Efficacy (LPW)	Lumen Output	BUG Rating	Efficacy (LPW)
ECF-S-32L-365-WW-G2-x	32	365	3000	40	5,706	B2-U0-G1	143	3,691	B0-U0-G1	94	2,449	B0-U0-G1	62
ECF-S-32L-530-WW-G2-x	32	530	3000	56	7,417	B2-U0-G1	133	5,005	B0-U0-G2	91	3,183	B0-U0-G1	58
ECF-S-32L-700-WW-G2-x	32	700	3000	73	9,567	B2-U0-G2	131	6,409	B0-U0-G2	89	4,106	B0-U0-G1	57
ECF-S-32L-1A-WW-G2-x	32	1050	3000	106	13,467	B3-U0-G2	128	9,024	B1-U0-G2	87	5,793	B0-U0-G2	56
ECF-S-32L-1.2A-WW-G2-x	32	1200	3000	122	14,939	B3-U0-G2	123	10,010	B1-U0-G2	84	6,426	B0-U0-G2	54
ECF-S-48L-900-WW-G2-x	48	900	3000	135	17,731	B3-U0-G2	131	11,880	B1-U0-G2	89	7,626	B0-U0-G2	57
ECF-S-48L-1A-WW-G2-x	48	1050	3000	159	20,076	B3-U0-G2	127	13,453	B1-U0-G2	86	8,636	B0-U0-G2	55
ECF-S-48L-1.2A-WW-G2-x	48	1200	3000	183	22,288	B3-U0-G2	122	14,934	B1-U0-G3	83			
ECF-S-64L-900-WW-G2-x	64	900	3000	178	23,465	B3-U0-G2	132	15,723	B1-U0-G3	90	10,093	B0-U0-G2	58
ECF-S-64L-1A-WW-G2-x	64	1050	3000	206	26,437	B4-U0-G3	128	17,714	B1-U0-G3	87			

4000K LED Wattage and Lumen Values

Ordering Code	Total LEDs	LED Current (mA)	Color Temp.	Average System Watts	Type 2			Type 3			Type 4			Type 5			Type 5W		
					Lumen Output	BUG Rating	Efficacy (LPW)	Lumen Output	BUG Rating	Efficacy (LPW)	Lumen Output	BUG Rating	Efficacy (LPW)	Lumen Output	BUG Rating	Efficacy (LPW)	Lumen Output	BUG Rating	Efficacy (LPW)
ECF-S-32L-365-NW-G2-x	32	365	4000	40	5,798	B1-U0-G1	145	5,713	B1-U0-G2	143	5,934	B1-U0-G2	148	6,094	B3-U0-G1	152	5,898	B3-U0-G2	147
ECF-S-32L-530-NW-G2-x	32	530	4000	56	7,536	B2-U0-G2	135	7,426	B1-U0-G2	133	7,713	B1-U0-G2	138	7,922	B3-U0-G2	142	7,667	B3-U0-G2	138
ECF-S-32L-700-NW-G2-x	32	700	4000	73	9,720	B2-U0-G2	133	9,509	B2-U0-G2	130	9,949	B2-U0-G2	136	10,218	B4-U0-G2	140	9,889	B4-U0-G2	136
ECF-S-32L-1A-NW-G2-x	32	1050	4000	106	13,685	B3-U0-G2	130	13,388	B2-U0-G3	127	14,006	B2-U0-G3	133	14,384	B4-U0-G2	136	13,923	B4-U0-G2	132
ECF-S-32L-1.2A-NW-G2-x	32	1200	4000	122	15,180	B3-U0-G3	125	14,851	B2-U0-G3	122	15,537	B2-U0-G3	128	15,956	B4-U0-G2	131	15,443	B4-U0-G2	127
ECF-S-48L-900-NW-G2-x	48	900	4000	135	18,016	B3-U0-G3	133	17,625	B3-U0-G3	130	18,440	B3-U0-G3	136	18,937	B4-U0-G3	140	18,329	B5-U0-G3	136
ECF-S-48L-1A-NW-G2-x	48	1050	4000	159	20,401	B3-U0-G3	129	19,958	B3-U0-G4	126	20,880	B3-U0-G4	132	21,444	B5-U0-G3	135	20,755	B5-U0-G3	131
ECF-S-48L-1.2A-NW-G2-x	48	1200	4000	183	22,647	B3-U0-G3	124	22,156	B3-U0-G4	121	23,179	B3-U0-G4	127	23,806	B5-U0-G3	130	23,040	B5-U0-G3	126
ECF-S-64L-900-NW-G2-x	64	900	4000	178	23,844	B3-U0-G3	134	23,327	B3-U0-G4	131	24,405	B3-U0-G4	137	25,063	B5-U0-G3	141	24,258	B5-U0-G4	136
ECF-S-64L-1A-NW-G2-x	64	1050	4000	206	26,863	B3-U0-G3	130	26,280	B3-U0-G4	128	27,495	B3-U0-G4	134	27,526	B5-U0-G3	134	27,330	B5-U0-G4	133

Ordering Code	Total LEDs	LED Current (mA)	Color Temp.	Average System Watts	Type AFR			BLC			LCL or RCL		
					Lumen Output	BUG Rating	Efficacy (LPW)	Lumen Output	BUG Rating	Efficacy (LPW)	Lumen Output	BUG Rating	Efficacy (LPW)
ECF-S-32L-365-NW-G2-x	32	365	4000	40	6,006	B2-U0-G1	150	3,991	B0-U0-G1	101	2,633	B0-U0-G1	67
ECF-S-32L-530-NW-G2-x	32	530	4000	56	7,807	B2-U0-G1	140	5,412	B0-U0-G2	99	3,423	B0-U0-G1	62
ECF-S-32L-700-NW-G2-x	32	700	4000	73	10,070	B2-U0-G2	138	6,930	B0-U0-G2	96	4,415	B0-U0-G1	61
ECF-S-32L-1A-NW-G2-x	32	1050	4000	106	14,176	B3-U0-G2	134	9,756	B1-U0-G2	94	6,229	B0-U0-G2	60
ECF-S-32L-1.2A-NW-G2-x	32	1200	4000	122	15,725	B3-U0-G2	129	10,822	B1-U0-G2	90	6,910	B0-U0-G2	58
ECF-S-48L-900-NW-G2-x	48	900	4000	135	18664,	B3-U0-G2	138	12,843	B1-U0-G2	96	8,200	B0-U0-G2	62
ECF-S-48L-1A-NW-G2-x	48	1050	4000	159	21,133	B3-U0-G2	133	14,544	B1-U0-G3	93	9,286	B0-U0-G2	59
ECF-S-48L-1.2A-NW-G2-x	48	1200	4000	183	23,461	B3-U0-G2	128	16,145	B1-U0-G3	90			
ECF-S-64L-900-NW-G2-x	64	900	4000	178	24,700	B3-U0-G2	139	16,998	B1-U0-G3	97	10,853	B0-U0-G2	62
ECF-S-64L-1A-NW-G2-x	64	1050	4000	206	27,828	B4-U0-G3	135	19,150	B1-U0-G3	94			

ECF-S EcoForm small

Area luminaire

5000K LED Wattage and Lumen Values

Ordering Code	Total LEDs	LED Current (mA)	Color Temp.	Average System Watts	Type 2			Type 3			Type 4			Type 5			Type 5W		
					Lumen Output	BUG Rating	Efficacy (LPW)	Lumen Output	BUG Rating	Efficacy (LPW)	Lumen Output	BUG Rating	Efficacy (LPW)	Lumen Output	BUG Rating	Efficacy (LPW)	Lumen Output	BUG Rating	Efficacy (LPW)
ECF-S-32L-365-CW-G2-x	32	365	5000	40	5,798	B1-U0-G1	145	5,713	B1-U0-G2	143	5,934	B1-U0-G2	148	6,094	B3-U0-G1	152	5,898	B3-U0-G2	147
ECF-S-32L-530-CW-G2-x	32	530	5000	56	7,536	B2-U0-G2	135	7,426	B1-U0-G2	133	7,713	B1-U0-G2	138	7,922	B3-U0-G2	142	7,667	B3-U0-G2	138
ECF-S-32L-700-CW-G2-x	32	700	5000	73	9,720	B2-U0-G2	133	9,509	B2-U0-G2	130	9,949	B2-U0-G2	136	10,218	B4-U0-G2	140	9,889	B4-U0-G2	136
ECF-S-32L-1A-CW-G2-x	32	1050	5000	106	13,685	B3-U0-G2	130	13,388	B2-U0-G3	127	14,006	B2-U0-G3	133	14,384	B4-U0-G2	136	13,923	B4-U0-G2	132
ECF-S-32L-1.2A-CW-G2-x	32	1200	5000	122	15,180	B3-U0-G3	125	14,851	B2-U0-G3	122	15,537	B2-U0-G3	128	15,956	B4-U0-G2	131	15,443	B4-U0-G2	127
ECF-S-48L-900-CW-G2-x	48	900	5000	135	18,016	B3-U0-G3	133	17,625	B3-U0-G3	130	18,440	B3-U0-G3	136	18,937	B4-U0-G3	140	18,329	B5-U0-G3	136
ECF-S-48L-1A-CW-G2-x	48	1050	5000	159	20,401	B3-U0-G3	129	19,958	B3-U0-G4	126	20,880	B3-U0-G4	132	21,444	B5-U0-G3	135	20,755	B5-U0-G3	131
ECF-S-48L-1.2A-CW-G2-x	48	1200	5000	183	22,647	B3-U0-G3	124	22,156	B3-U0-G4	121	23,179	B3-U0-G4	127	23,806	B5-U0-G3	130	23,040	B5-U0-G3	126
ECF-S-64L-900-CW-G2-x	64	900	5000	178	23,844	B3-U0-G3	134	23,327	B3-U0-G4	131	24,405	B3-U0-G4	137	25063	B5-U0-G3	141	24258	B5-U0-G4	136
ECF-S-64L-1A-CW-G2-x	64	1050	5000	206	26,863	B3-U0-G3	130	26,280	B3-U0-G4	128	27,495	B3-U0-G4	134	27526	B5-U0-G3	134	27330	B5-U0-G4	133

Ordering Code	Total LEDs	LED Current (mA)	Color Temp.	Average System Watts	Type AFR			BLC			LCL or RCL		
					Lumen Output	BUG Rating	Efficacy (LPW)	Lumen Output	BUG Rating	Efficacy (LPW)	Lumen Output	BUG Rating	Efficacy (LPW)
ECF-S-32L-365-CW-G2-x	32	365	5000	40	6,006	B2-U0-G1	150	3,991	B0-U0-G1	101	2,633	B0-U0-G1	67
ECF-S-32L-530-CW-G2-x	32	530	5000	56	7,807	B2-U0-G1	140	5,412	B0-U0-G2	99	3,423	B0-U0-G1	62
ECF-S-32L-700-CW-G2-x	32	700	5000	73	10,070	B2-U0-G2	138	6,930	B0-U0-G2	96	4,415	B0-U0-G1	61
ECF-S-32L-1A-CW-G2-x	32	1050	5000	106	14,176	B3-U0-G2	134	9,756	B1-U0-G2	94	6,229	B0-U0-G2	60
ECF-S-32L-1.2A-CW-G2-x	32	1200	5000	122	15,725	B3-U0-G2	129	10,822	B1-U0-G2	90	6,910	B0-U0-G2	58
ECF-S-48L-900-CW-G2-x	48	900	5000	135	18,664	B3-U0-G2	138	12,843	B1-U0-G2	96	8,200	B0-U0-G2	62
ECF-S-48L-1A-CW-G2-x	48	1050	5000	159	21,133	B3-U0-G2	133	14,544	B1-U0-G3	93	9,286	B0-U0-G2	59
ECF-S-48L-1.2A-CW-G2-x	48	1200	5000	183	23,461	B3-U0-G2	128	16,145	B1-U0-G3	90			
ECF-S-64L-900-CW-G2-x	64	900	5000	178	24,700	B3-U0-G2	139	16,998	B1-U0-G3	97	10,853	B0-U0-G2	62
ECF-S-64L-1A-CW-G2-x	64	1050	5000	206	27,828	B4-U0-G3	135	19,150	B1-U0-G3	94			

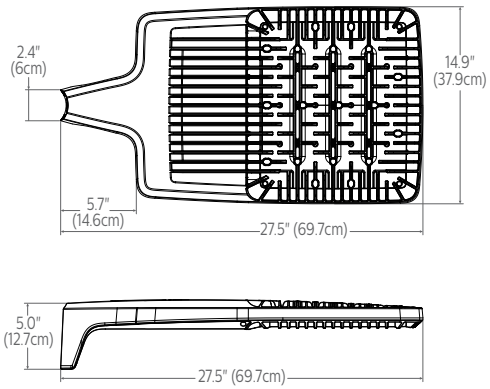
ECF-S EcoForm small

Area luminaire

Dimensions

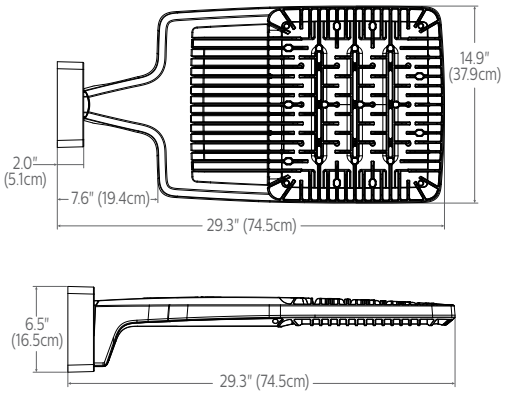
Standard Arm (**AR**)

Weight: 22 Lbs (9.9 Kg) EPA: 0.21ft² (.019m²)



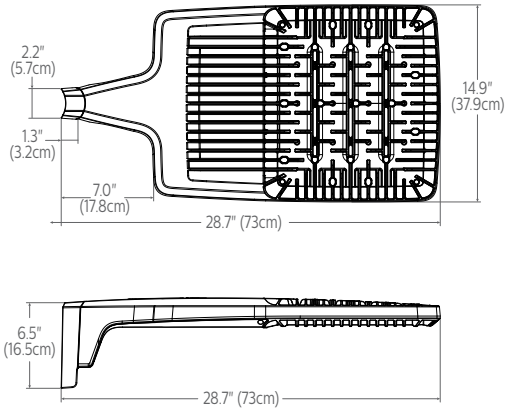
Wall (**WS**)

Weight: 27 Lbs. (12. 2Kg)EPA: 0.27ft² (.025m²)



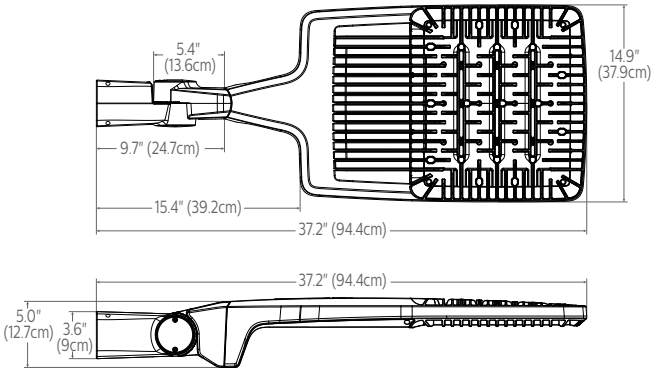
Retrofit Arm (**RAM**)

Weight: 24 Lbs (10.9 Kg) EPA: 0.24ft² (.022m²)

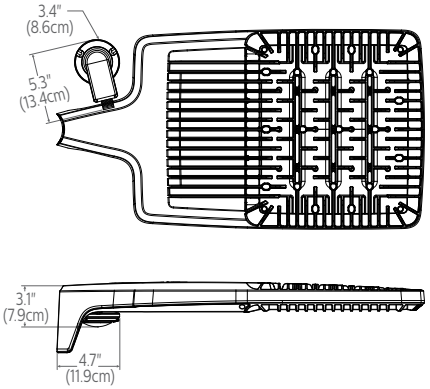


Slip fitter (**SF**)

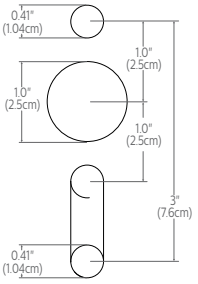
Weight: 27 Lbs (12.2 Kg) EPA: 0.33ft² (.031m²)



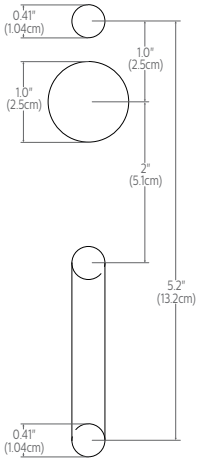
Outboard **IMR-HVU** sensor



Standard Arm (**AR**) drill pattern



Retrofit Arm (**RAM**) drill pattern



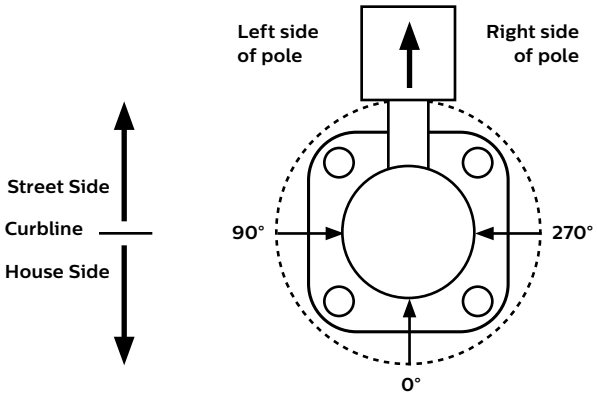
ECF-S EcoForm small

Area luminaire

Optical Orientation Information

Standard Optic Position

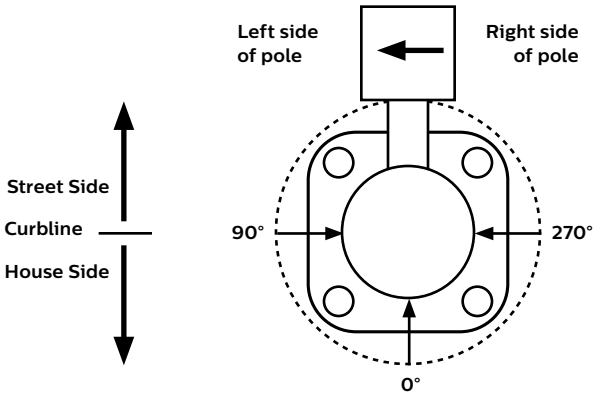
Luminaires ordered with asymmetric optical systems in the standard optic position will have the optical system oriented as shown below:



Note: The hand hole will normally be located on the pole at the 0° point.

Optic Rotated Left (90°) Optic Position

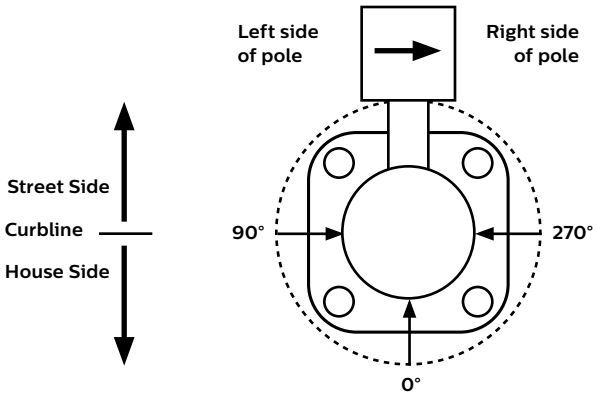
Luminaires ordered with optical systems in the Optic Rotated Left (90°) optic position will have the optical system oriented as shown below (Type 5 and 5W optics are not available with factory set rotatable optics):



Note: The hand hole will normally be located on the pole at the 0° point.

Optic Rotated Right (270°) Optic Position

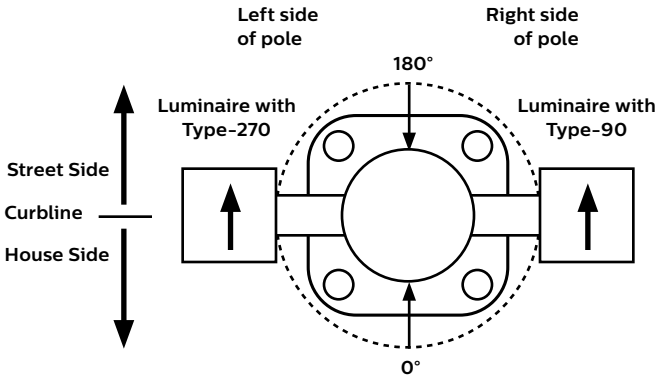
Luminaires ordered with optical systems in the Optic Rotated Right (270°) optic position will have the optical system oriented as shown below (Type 5 and 5W optics are not available with factory set rotatable optics):



Note: The hand hole will normally be located on the pole at the 0° point.

Twin Luminaire Assemblies with Type-90/Type-270 Rotated Optical Systems

Twin luminaire assemblies installed with rotated optical systems are an excellent way to direct light toward the interior of the site (Street Side) without additional equipment. It is important, however, that care be exercised to insure that luminaires are installed in the proper location.



Luminaires with Optic Rotated Right (270°) are installed on the LEFT Side of Pole

Luminaires with Optic Rotated Left (90°) are installed on the RIGHT Side of Pole

Note: The hand hole location will depend on the drilling configuration ordered for the pole.

ECF-S EcoForm small

Area luminaire

Specifications

Housing

One-piece die cast aluminum housing with integral arm and separate, self-retained hinged, one-piece die cast door frame. Luminaire housing rated to IP65, tested in accordance to Section 9 of IEC 60598-1.

Vibration resistance

Luminaire is tested and rated 3G over 100,000 cycles conforming to standards set forth by ANSI C136.31-2018. Testing includes vibration in three axes, all performed on the same luminaire.

Light engine

Light engine comprises of a module of 16-LED aluminum metal clad board fully sealed with optics offered in multiples of 2, 3, and 4 modules or 32, 48, and 64 LEDs. Module is RoHS compliant. Color temperatures: 3000K +/-125K, 4000K, 5000K +/- 200K. Minimum CRI of 70. LED light engine is rated IP66 in accordance to Section 9 of IEC 60598-1.

Energy saving benefits

System efficacy up to 152 lms/W with significant energy savings over Pulse Start Metal Halide luminaires. Optional control options provide added energy savings during unoccupied periods.

Optical systems

Type 2, 3, 4, 5, 5W, and AFR distributions available. Internal Shield option mounts to LED optics and is available with Type 2, 3, 4, and AFR distributions, including a dedicated BLC, LCL, and RCL optics to provide the best backlight control possible for those stringent requirements around property lines. Types 2, 3, 4, AFR, and BLC when specified and used as rotated, are factory set only. Performance tested per LM-79 and TM-15 (IESNA) certifying its photometric performance. Luminaire designed with 0% uplight (U0 per IESNA TM-15).

Mounting

Standard luminaire arm mounts to 4" O.D. round poles. Can also be used with 5" O.D. poles. Square pole adapter included with every luminaire. Round Pole Adapter (RPA) required for 3-3.9" poles. EcoForm features a retrofit arm kit. When specified with the retrofit arm (RAM) option, EcoForm seamlessly simplifies site conversions to LED by eliminating the need for additional pole drilling on most existing poles. RAM will be boxed separately. Also optional are slipfitter and wall mounting accessories. Note that only fixed mounts (AR, RAM, WS) are required to meet IDA compliance. SF mounting will not meet IDA.

Control options

0-10V dimming (DD): Access to 0-10V dimming leads supplied through back of luminaire (for secondary dimming controls by others). Cannot be used with other control options.

Dual Circuit Control (DCC): Luminaire equipped with the ability to have two separate circuits controlling drivers and light engines independently. Permits separate switching of separate modules controlled by use of two sets of leads, one for each circuit. Not recommended to be used with other control options, motion response, or photocells.

Sensor Ready Zhaga Socket Connector (SRDR): Product equipped with Sensor Ready drivers connected to 4-pin Zhaga Book 18 compliant receptacle designed for sensor and other control system applications. Receptacle is rated IP66 assembly in a compact design that provides a sealed electrical interface and rated UV resistance, mounted on underside of the luminaire, protective dust cap included. When a controller not provided by Signify is used with Sensor Ready Zhaga socket connector, the controller must be certified to work with the Xitanium SR LED drivers as part of the SR certified program. SRDR can be used with NEMA 7-pin twist lock receptacle, which is mounted on top of the luminaire.

Automatic Profile Dimming (CS/CM/CE/CA): Standard dimming profiles provide flexibility towards energy savings goals while optimizing light levels during specific dark hours. Dimming profiles include two dimming settings including dim to 30% or 50% of the total lumen output. When used in combination with not programmed motion response it overrides the controller's schedule when motion is detected. After 5 minutes with no motion, it will return to the automatic diming profile schedule. Automatic dimming profile scheduled with the following settings:

- **CS50/CS30:** Security for 7 hours night duration (Ex., 11 PM - 6 AM)
- **CM50/CM30:** Median for 8 hours night duration (Ex., 10 PM - 6 AM)

All above profiles are calculated from mid point of the night. Dimming is set for 6 hours after the mid point and 1 or 2 hours before depending of the duration of dimming. Cannot be used with other dimming control options.

Field Adjustable Wattage Selector (FAWS): Luminaire equipped with the ability to manually adjust the wattage in the field to reduce total luminaire lumen output and light levels. Comes pre-set to the highest position at the lumen output selected. Use chart below to estimate reduction in lumen output desired. Cannot be used with other control options or motion response.

FAWS Position	Percent of Typical Lumen Output
1	25%
2	50%
3	55%
4	65%
5	75%
6	80%
7	85%
8	90%
9	95%
10	100%

Note: Typical value accuracy +/- 5%

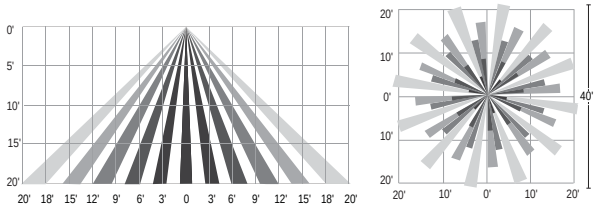
Motion response options

Bi-Level Infrared Motion Response (BL-IMRI): Motion Response module is mounted integral to luminaire factory pre-programmed to 50% dimming when not ordered with other control options. BL-IMRI is set/operates in the following fashion: The motion sensor is set to a constant 50%. When motion is detected by the PIR sensor, the luminaire returns to full power/light output. Dimming on low is factory set to 50% with 5 minutes default in "full power" prior to dimming back to low. When no motion is detected for 5 minutes, the motion response system reduces the wattage by 50%, to 50% of the normal constant wattage reducing the light level. Other dimming settings can be provided if different dimming levels are required. This can also be done with FSIR-100 Wireless Remote Programming Tool (contact Technical Support for details).

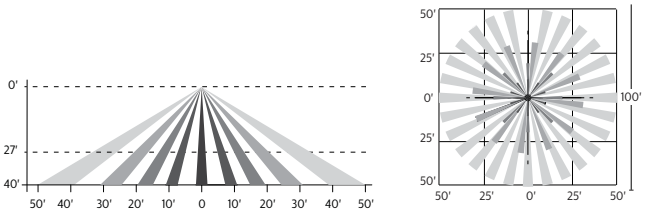
Infrared Motion Response with Other Controls: When used in combination with other controls (Automatic Dimming Profile), motion response device will simply override controller's schedule with the added benefits of a combined dimming profile and sensor detection. In this configuration, the motion response device cannot be re-programmed with FSIR-100 Wireless Remote Programming Tool. The profile can only be re-programmed via the controller.

Infrared Motion Response Lenses (IMRI3/IMRI7): Infrared Motion Response Integral module is available with two different sensor lens types to accommodate various mounting heights and occupancy detection ranges. Lens #3 (IMRI3) is designed for mounting heights up to 20' with a 40' diameter coverage area. Lens #7 is designed for higher mounting heights up to 40' with larger coverage areas up to 100' diameter coverage area. See charts for approximate detection patterns:

IMRI3 Luminaire or remote mount controller with #3 lens



IMRI7 Luminaire or remote mount controller with #7 lens



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Area luminaire

Specifications

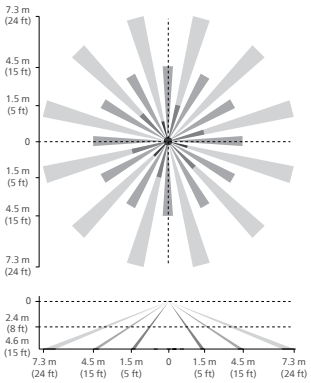
Control options

Outdoor Interact (WIAP): Connected sensor with integral occupancy and daylight sensing, supports wireless mesh connectivity. Sensor works in the standalone mode when configured without a gateway. When used with a gateway you are able to access additional functionalities such as energy monitoring, scheduling and BMS integration. Interact offers an App, a portal and a broad portfolio of Interact-ready Indoor and Outdoor luminaires, lamps and retrofit kits all working on the same system. The App provides flexibility to choose between a standalone or gateway mode. Setup with the gateway requires wired Internet access to the gateway. WIAP includes SR driver and SR receptacle. Daylight harvesting supported through dimming - activated via the Interact App. Sensors IP66 rated.

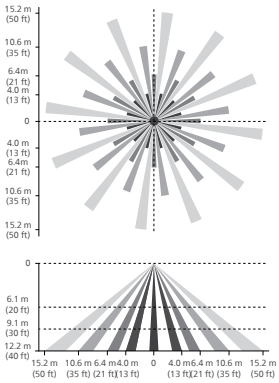
For more information on Interact Pro visit:

www.interact-lighting.com/interactproscalablesystem

LB or LW low sensor



HB or HW high sensor



Note: The beam patterns shown are intended solely as a general guide and are not to scale. Sensing capabilities and coverage area depend on many factors including the size, speed and direction of travel of persons and vehicles; sensor mounting height; environmental and site conditions; etc.

Electrical

Twist-Lock Receptacle (TLRD5/TLRD7/ TLRPC): Twist Lock Receptacle with 5 pins enabling dimming or with 7 pins with additional functionality (by others) can be used with a twistlock photoelectric cell or a shorting cap. Dimming Receptacle Type B (5-pin) and Type D-24 (7-pin) in accordance to ANSI C136.41. Can be used with third-party control system. Receptacle located on top of luminaire housing. When specifying receptacle with twistlock photoelectric cell, voltage must be specified. When ordering 7-pin Twist-lock receptacle (TLRD7), all 7 pins are wired to respective pins with the Sensor Ready (SR) driver, and photocell or shorting cap is not included. When ordering a twist-lock receptacle with a photocell (TLRPC), the receptacle used is a 5-pin receptacle, so pins 6 and 7 are not available (no SR driver). 0-10V dimming leads (pins 4 and 5) are connected if not ordered with any other dimming option.

Driver: Driver efficiency (>90% standard). 120-480V available (restrictions apply). Open/short circuit protection. All drivers are 0-10V dimming to 10% power standard, except when using Sensor Ready (SR) drivers, which uses DALI protocol (options CS50/CM50/CS30/CM30, SRDR, and TR7). Drivers are RoHS and FCC Title 47 CFR Part 15 compliant.

Button Photocontrol (PCB): Button style design for internal luminaires mounting applications. The photocontrol is constructed of a high impact UV stabilized polycarbonate housing. Rated voltage of 120V or 208-277V with a load rating of 1000 VA. The photocell will turn on with 1-4Fc of ambient light.

Surge protection (SP1/SP2): Surge protection device tested in accordance with ANSI/IEEE C62.45 per ANSI/IEEE C62.41.2 Scenario I Category C High Exposure 10kV/10kA waveforms for Line-Ground, Line-Neutral and Neutral-Ground, and in accordance with DOE MSSLC Model Specification for LED Roadway Luminaires Appendix D Electrical Immunity High test level 10kV/10kA. 20kV / 10kA surge protection device that provides extra protection beyond the SP1 10kV/10kA level.

Listings

UL/cUL wet location listed to the UL 1598 standard, suitable for use in ambient temperatures from -40° to 40°C (-40° to 104°F). Most EcoForm configurations are qualified under Premium and Standard DesignLights Consortium® categories. Consult DLC Qualified Products list to confirm your specific luminaire selection is approved. CCTs 3000K and warmer are Dark Sky Approved.

• Declare label certified, ID SGY-0015 (View full Declare label)

Finish

Each standard color luminaire receives a fade and abrasion resistant, electrostatically applied, thermally cured, triglycidal isocyanurate (TGIC) textured polyester powdercoat finish. Standard colors include bronze (BZ), black (BK), white (WH), dark gray (DGY), and medium gray (MGY). Consult factory for specs on optional or custom colors.

Service Tag

Each individual luminaire is uniquely identifiable, thanks to the Service tag application. With a simple scan of a QR code, placed on the inside of the mast door, you gain instant access to the luminaire configuration, making installation and maintenance operations faster and easier, no matter what stage of the luminaire's lifetime. Just download the APP and register your product right away. For more details visit: signify.com

Warranty

EcoForm luminaires feature a 5-year limited warranty
See signify.com/warranties for complete details and exclusions.

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Markham, ON, Canada L6C 2S3
Telephone: 800-668-9008

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KHA SLIM 36"





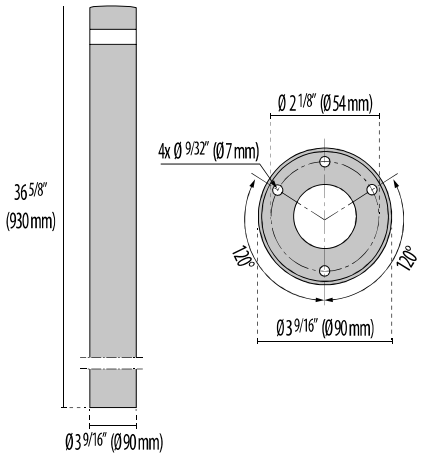
Slim bollard series. Fixtures consist of:

- Multi-step powder-coat painting process, optimized against UV rays and corrosion.
- Copper-free aluminum extruded post.
- Copper-free precision die-cast aluminum housing and top cap.
- Corrosion-resistant AISI 316 stainless steel post and top cap.
- Clear UV-stabilized, high-impact resistant diffuser.
- Stainless steel external hardware.
- Custom molded, anti-aging gasket(s).
- Internal specular reflector coated with 5-layers of PVD 99.98% pure aluminum providing >95% reflection.
- High-efficiency COB, combined with an optimized passive cooling system, provides a long LED life.
- IESNA Type V light distribution.
- 5-year warranty.
- Input voltage: 120-277 V (50 / 60 Hz), integral driver.
- Five optional finishes available. Add finish suffix to any part number for textured Black (BK-81), Iron gray (AN-96), Aluminum metallic (GR-94), White (WH-87), Iron rust (RB-10) when not standard.
- Consult factory for dimming options, marine-grade, custom finishes (please specify RAL color), and non-cataloged CCT (Kelvin) options including static colors.
- Consult factory for custom post height options.
- Anchor bolts available for bollards (ordered separately).
- Suitable for most coastal applications (stainless steel versions).
- Marine Grade finish.
- Suitable for Natatorium applications.
- Consult factory for any Buy American Act (BAA) or Build America Buy America Act (BABAA) requirements.

IP 66 · WET · PRONTO · cULus LISTED · 79 · RAL · IK 08 6J

FINISHES

- **AN-96** / Iron gray / Textured
- **BK-81** / Black / Textured
- **INOX** / Stainless steel / Matt
- **GR-94** / Aluminum metallic / Textured
- **WH-87** / White / Textured
- **RB-10** / Iron rust / Textured



KHA
36"

Lumen Output	27K	3K	35K	4K	5K
Kha Slim 36"	450	482	514	546	592

14W Max Wattage

Scan Here for Installation Instructions

Revision 11
06/25

Order Guide - Kha Slim 36"

Order code example	KHAS-36-14-SS-3K-120-NA-HSS

KHAS-

Bollard Height	Wattage	Finish	Kelvin	Voltage	Controls	Accessories
26 26 inch (min) **36** 36 inch **42** 42 inch **XX** Specify height must be over min	**8** 8 watt **10** 10 watt **14** 14 watt (max) **XX** Specify wattage must be below max	**SS** Stainless Steel **AM** Aluminum Metallic **IG** Iron Gray **IR** Iron Rust **BK** Textured Black **WH** Textured White **CC** Custom Color	**27K** 2700k **3K** 3000k **35K** 3500k **4K** 4000k **5K** 5000k **65K** 6500k **RED** Static Red **BLU** Static Blue **GRN** Static Green	**UNV** 120-277V	**NA** Non Dimming **0-10V** 0-10V Dimming Driver **ELV** 120V Line-Voltage Dimming Driver	**HSS** House Side Shield **UNL** Unlit Bollard **BABAA** Build America Buy America Act compliant (not available for all options)

80 CRI STANDARD - OTHER OPTIONS AVAILABLE

INCLUDED ACCESSORIES

DESCRIPTION	FINISH	PART NUMBER
KHA SLIM 36"		
Anchor rods for in-ground concrete mounting stainless steel plate with galvanised steel rods (KHA SLIM H max 93 cm/36.61" only)		**14071320**



Stonco

by signify

Wall Mount

Adjustable Slim Wall Pack

ASW 25W and 75W



Adjustable Slim Wall Pack features a discreet design that will complement any building exterior. Two sizes are available, with three wattage and three CCT selectable options each.

Project:

Location:

Cat.No:

Type:

Lamps: Qty:

Notes:

Ordering guide

example: ASW25-SCT-G1-8-PCB-BW

Family	CCT	Generation	Input Voltage	Controls	Finish
	SCT	G1	8	PCB	BW
ASW25 Adjustable Slim Wall Pack – Selectable wattage 15W/20W/25W **ASW75** Adjustable Slim Wall Pack – Selectable wattage 45W/60W/75W	**SCT** Field Selectable – 3CCT 3000K, 4000K & 5000K	**G1** Generation 1	**8** UNV	**PCB** Photocontrol	**BW** Brown Grey

Specifications

Housing

Die-cast aluminum housing with UV stabilized polycarbonate lens mounted with stainless steel hardware.

IP Rating

LED light engine is weather proof rated IP65.

Electrical

Electrical Driver efficiency (>90% at full load). Available in 120-277V. IP65 compliant driver. RoHS compliant. Standard surge protection 4kV.

Optical System and Controls

Three color temperature options 3000K, 4000K (Default), 5000K. 70 CRI. Photo control button (PCB) included as standard.

Mounting

Offers a 0 to 90° tilt option. Mounts to standard 3 ½" to 4" square and octagonal or 4 inch round electrical junction boxes, using a simple flip cover design for easy access.

Light Engine

System efficacy up to 120lm/W

Lumen output options:

15W: 1800lm, **20W:** 2400lm, **25W:** 3000lm
45W: 5400lm, **60W:** 7200lm, **75W:** 9000lm

Listings

cETL listed. Suitable for Wet Locations. Suitable for use in ambient from -40°C to 40°C (-40°F to 104°F). All versions are DLC 5.1 Premium qualified.

Finish

Powder coat finish, standard color is Brown Grey (BW).

Limited Warranty

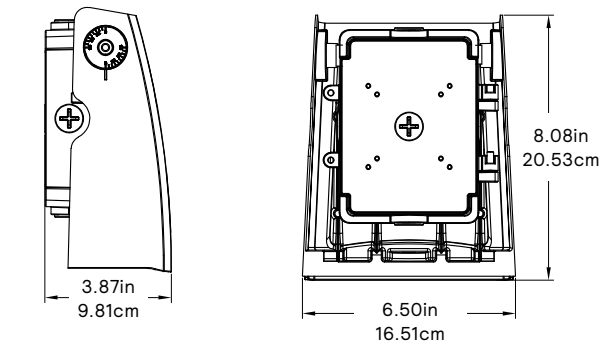
Luminaires are all covered by a 5-year limited warranty. See signify.com/warranties for details.

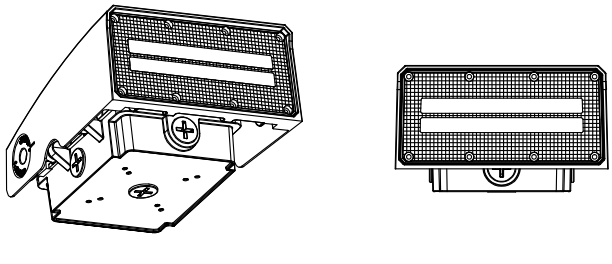
ASW Adjustable Slim Wall Pack

25W and 75W

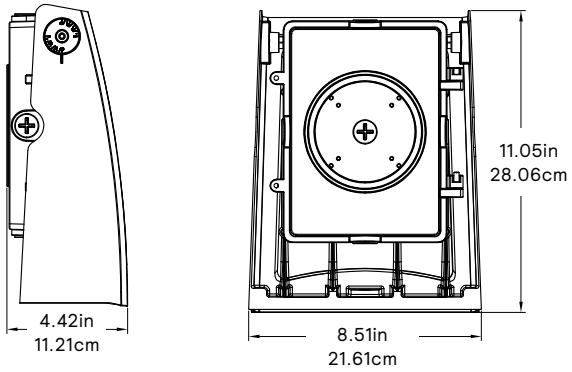
Dimensions

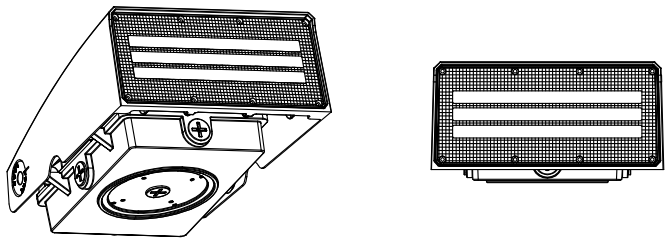
ASW25





ASW75





LED Wattage and Lumen Values

Ordering Codes	Total LEDs	System Current (mA)	Color Temp. (K)	Average System Wattage[1]	Lumen Output[1,2]	Efficacy (LPW)	Weight (kg)
ASW25-SCT-G1-8-PCB-BW	52	250	3000/4000/5000	15W/20W/25W	1800/2400/3000	120	1.32
ASW75-SCT-G1-8-PCB-BW	100	750	3000/4000/5000	45W/60W/75W	5400/7200/9000	120	2.4

1. Wattage and lumen output may vary by due to LED manufacturer forward volt specification and ambient temperature. Wattage shown is average for 120V through 277V input. Measured wattage may vary due to variation in input voltage.
2. Lumen values based on photometric tests performed in compliance with IESNA LM-79.

Predicted Lumen Depreciation Data

Ordering Codes	Ambient Temperature °C	L_{70} Per TM-21[1,2]	Lumen Maintenance % @ 60,000hrs
ASW25-SCT-G1-8-PCB-BW	-40°C to 40°C	L70 > 50,000hrs @25C	86%
ASW75-SCT-G1-8-PCB-BW	-40°C to 40°C	L70 > 50,000hrs @25C	86%

1. Predicted performance derived from LED manufacturer's data and engineering design estimates, based on IESNA LM-80 methodology. Actual experience may vary due to field application conditions.
2. L70 is the predicted time when LED performance depreciates to 70% of initial lumen output.

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Signify North America Corporation
400 Crossing Blvd, Suite 600
Bridgewater, NJ 08807
Telephone: 855-486-2216

Signify Canada Ltd.
281 Hillmount Road,
Markham, ON, Canada L6C 2S3
Telephone: 800-668-9008

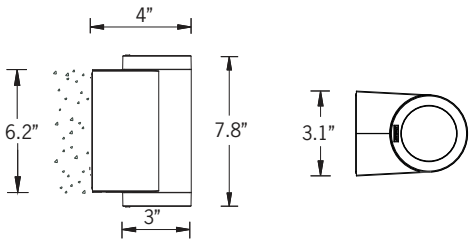
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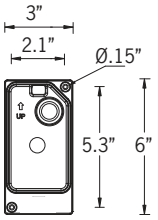
UMV-30001

Marvik 1 Surface Downlight



11w COB 976 Lumens
IP65 • Suitable For Wet Locations
IK08 • Impact Resistant (Vandal Resistant)
Weight 3.5 lbs





Mounting Detail

Construction

Aluminum
Less than 0.1% copper content – Marine Grade 6060 extruded & LM6 Aluminum High Pressure die casting provides excellent mechanical strength , clean detailed product lines and excellent heat dissipation.

Pre paint
8 step degrease and phosphate process that includes deoxidizing and etching as well as a zinc and nickel phosphate process before product painting.

Memory Retentive -Silicon Gasket
Provided with special injection molded “fit for purpose” long life high temperature memory retentive silicon gaskets. Maintains the gaskets exact profile and seal over years of use and compression.

Thermal management
LM6 Aluminum is used for its excellent mechanical strength and thermal dissipation properties in low and high ambient temperatures. The superior thermal heat sink design by Ligman used in conjunction with the driver, controls thermals below critical temperature range to ensure maximum luminous flux output, as well as providing long LED service life and ensuring less than 10% lumen depreciation at 50,000 hours.

Surge Suppression
Standard 10kv surge suppressor provided with all fixtures.

BUG Rating
B1 - U0 - G0

Finishing
All Ligman products go through an extensive finishing process that includes fettling to improve paint adherence.

Paint
UV Stabilized 4.9Mil thick powder coat paint and baked at 200 Deg C. This process ensures that Ligman products can withstand harsh environments. Rated for use in natatoriums.

Inspired by Nature Finishes
The Inspired by nature Finishing is a unique system of decorative powder coating. Our metal decoration process can easily transform the appearance of metal or aluminum product into a wood grain finish.

This patented technology enables the simulation of wood grain, and even marble or granite finish through the use of decorative powder coating.

The wood grain finish is so realistic that it’s almost undistinguishable from real wood, even from a close visual inspection. The system of coating permeates the entire thickness of the coat and as a result, the coating cannot be removed by normal rubbing, chipping, or scratching.

The Coating Process
After pre-treatment the prepared parts are powder coated with a specially formulated polyurethane powder. This powder provides protection against wear, abrasion, impact and corrosion and acts as the relief base color for the finalized metal decoration.

The component is then wrapped with a sheet of non-porous film with the selected decoration pattern printed on it using special high temperature inks.

This printed film transfer is vacuum-sealed to the surface for a complete thermo print and then transferred into a customized oven. The oven transforms the ink into different forms within the paint layer before it becomes solid. Finally, the film is removed, and a vivid timber look on aluminum remains.

Wood grain coating can create beautiful wood-looking products of any sort. There are over 300 combinations of designs currently in use. Wood grains can be made with different colors, designs, etc.

Our powder coatings are certified for indoor and outdoor applications and are backed by a comprehensive warranty. These coatings rise to the highest conceivable standard of performance excellence and design innovation.

Added Benefits
• Resistance to salt-acid room, accelerated aging
• Boiling water, lime and condensed water resistant
• Anti-Graffiti, Anti-Slip, Anti-Microbial, Anti-Scratch
• Super durable (UV resistant)
• TGIC free (non-toxic)

Hardware
Provided Hardware is Marine grade 316 Stainless steel.

Anti Seize Screw Holes
Tapped holes are infused with a special anti seize compound designed to prevent seizure of threaded connections, due to electrolysis from heat, corrosive atmospheres and moisture.

Crystal Clear Low Iron Glass Lens
Provided with tempered, impact resistant crystal clear low iron glass ensuring no green glass tinge.

Optics & LED
Precise optic design provides exceptional light control and precise distribution of light.
LED CRI > 80

Lumen - Maintenance Life
L80 /B10 at 50,000 hours (The time it will take for at least 90% of the LED still achieve 80% of their original flux)

Cylindrical, single or double-sided wall family. Compact and decorative appearance belies powerful outputs and technical optics for perfect task illumination

A stunning new waterproof & dust proof wall cylinder range, designed with no visible fasteners, a one-piece body and integrated driver housing.
This smart mechanical modern designed luminaire with cylindrical body provides a stylish solution to wall mounted cylinders.

This innovative design houses a variety of COB wattages to suit designer’s specific requirements as well as a selction of field interchangeable reflector optics, that include narrow, medium, wide and very wide distributions. This series is available in 3 different diameters, namely 3”, 4” & 6” to suit lighting design requirements.

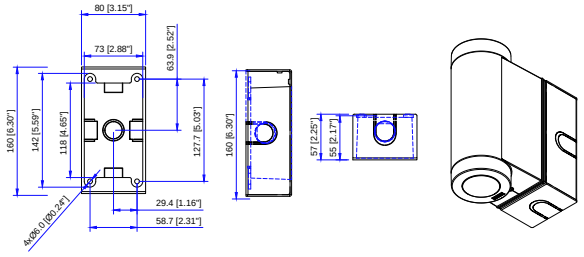
These luminaires are suitable for various facade lighting requirements along with accent lighting, building columns and architectural highlighting etc. The Marvik 1 protrudes 4” from the wall, making this product suitable for ADA applications.

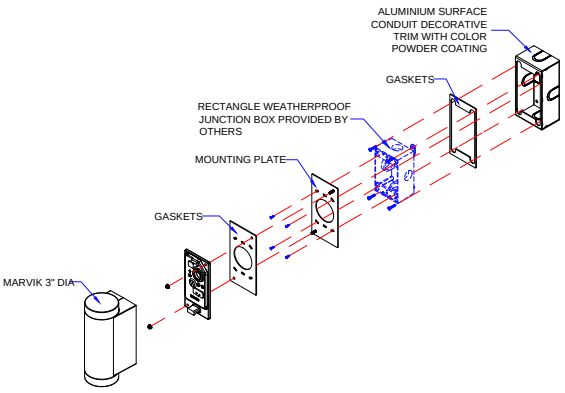
This luminaire range can be provided with a bayonet lock baffle to reduce glare, as well as a frosted lens option. The SCE surface conduit entry box option can be provided as an option for an attractive solution to surface conduit entry.

Ligman can also provide custom made boxes to fit on a round surface like a column, pillar or pole.

To meet International Dark Sky criteria, 3000k or warmer LEDs must be selected and luminaire fix mounted (+/- 15˚ allowable to permit leveling).

Additional Options (Consult Factory For Pricing)





SCBT
Surface Conduit Box Trim

NOTE: This trim covers a shallow single gang, surface mount junction box [Provided by contractor]
Example: Hubbell: - 5322-0 - 1-Gang Weatherproof Box, Five 1/2” in. Threaded Outlets - or - 5332-0 - 1-Gang Weatherproof Box, Five 3/4 in. Threaded Outlets

Ligman Lighting USA reserves the right to change specifications without prior notice, please contact factory for latest information. Due to the continual improvements in LED technology data and components may change without notice.

UMV-30001

Marvik 1 Surface Downlight

LIGMAN LIGHTING USA

PROJECT		DATE	
QUANTITY		TYPE		NOTE	

ORDERING EXAMPLE || UMV - 30001 - 11w - M - W30 - 02 - 120/277v - Options

UMV-30001						
	LAMP	BEAM	LED COLOR	FINISH COLOR		VOLTAGE
	11w COB 976 Lumens	N - Narrow 23˚ M - Medium 25˚ W - Wide 37˚ VW - Very Wide 71˚	W27 - 2700K W30 - 3000K W35 - 3500K W40 - 4000K	01 - BLACK RAL 9011 02 - DARK GREY RAL 7043 03 - WHITE RAL 9003 04 - METALLIC SILVER RAL 9006 05 - MATTE SILVER RAL 9006 06 - LIGMAN BRONZE 07 - CUSTOM RAL		120/277v Other - Specify

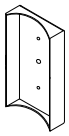
INSPIRED BY NATURE FINISHES

- SW01 - OAK FINISH
- SW02 - WALNUT FINISH
- SW03- PINE FINISH
- DF - DOUGLAS FIR FINISH
- CW - CHERRY WOOD FINISH
- NW - NATIONAL WALNUT FINISH
- SU01 - CONCRETE FINISH
- SU02 - SOFTSCAPE FINISH
- SU03 - STONE FINISH
- SU04 - CORTEN FINISH

THERE IS AN ADDITIONAL COST FOR THESE FINISHES

ADDITIONAL OPTIONS

NAT - Natatorium Rated
4MP - 4" Mounting Plate
DIM - 0-10v Dimming
SCBT - Surface Conduit Box Trim
RPA - Round Pole Adapter
B - Baffle
F - Frosted Lens



RPA
Round Pole Adapter



B
Baffle

More Custom Finishes Available Upon Request

Consult factory for pricing and lead times

Oak, Cherry, Beech, Carbon
Walnut, Chestnut, Bamboo, Galvanized
Pine, Mahogany, Birch, Steel



Actual: Inspired by Nature Finish
[Two-Tone]

Ligman Lighting USA reserves the right to change specifications without prior notice, please contact factory for latest information. Due to the continual improvements in LED technology data and components may change without notice.

Intertek

Marvik Product Family



Marvik 1

- UMV-30001-11w-976lm
- UMV-30002-20w-1674lm



Marvik 2

- UMV-30011-20w-1802lm
- UMV-30012-27w-2387lm
- UMV-30013-11w-1132lm



Marvik 3

- UMV-30021-40w-3795lm
- UMV-30022-48w-4622lm
- UMV-30023-20w-1627lm



Marvik 4

- UMV-30031-2x11w-2x976lm



Marvik 5

- UMV-30041-2x13w-2x1245lm
- UMV-30042-2x10w-2x893lm



Marvik 6

- UMV-30051-2x26w-2x2722lm
- UMV-30052-2x20w-2x1627lm

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: March 20th, 2025

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: March 20th, 2025

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: January 30th, 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): March 9th, 2026

Village Board meeting date (tentative): May 12th, 2026

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

SITE PLAN REVIEW CHECKLIST

Owner: SFW LLC + FETTNER HERGOTT Date 2-22-26

Mailing Address: 1431 TOULON COURT Phone # [redacted]

Phone #

Agent: Roers Companies (atten: Nick Asta) Phone #

Mailing Address: 2 Carlson Pkwy N #400 Phone # [redacted]

Plymouth, MN 55447

Architect/Engineer: Kevin Yeska Phone # [redacted]

Mailing Address: 507 W. Verona Ave, Suite 500 Phone #

Verona, WI 53593

Tax Parcel Number(s): 83-4-223-074-0006 Acreage of Project: 27.548

Existing Zoning: R-4 & R-9 Proposed Zoning: R-11

Conditional Use Permit:

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

Description of project: Multi-family Apartment

Size of existing building(s): N/A

Size of new building(s) and/or addition(s): 10-16 unit buildings (18,140 sf), 5-8 unit buildings (8,440 sf.), & Club House (4,695 sf)

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

Number of proposed units: 200 Description of units: Stacked Flats

Density: 12.4 units per acre

☐ Plat of Survey Submitted:

☐ Covenants and Restrictions Submitted

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.

☑ 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?

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 - 75th Street, Post Office, Suite 185-3
Bristol, Wisconsin 53104-9772

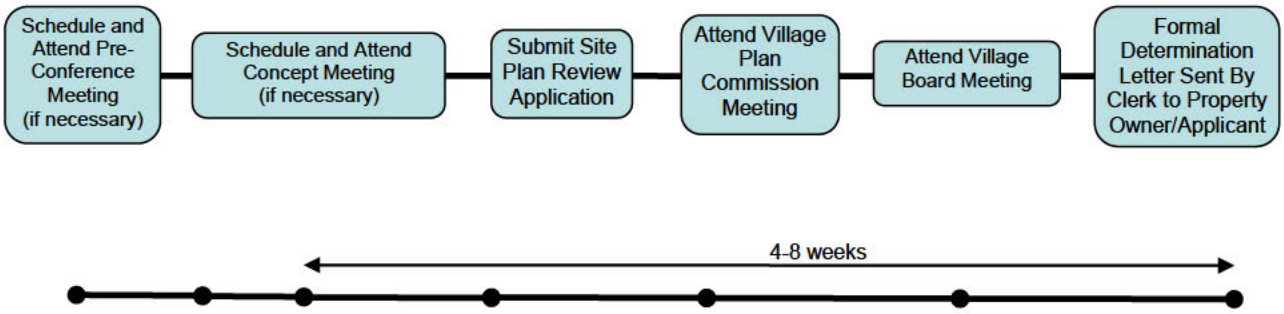
Division of County Development (including Sanitation & Land Conservation) **857-1895**
Facsimile # 857-1920

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

Established 1843
Somers
VILLAGE & TOWN
www.somerswi.gov
P.O. Box 197, Somers, WI 53171 PH: 262-859-2822 FAX: 262-859-2331

VILLAGE OF SOMERS
VILLAGE BOARD
WORK SESSION ITEM MEMORANDUM

WORK SESSION: September 15th, 2026

TO: Village President Stoner and Board of Trustees

PREPARED BY: Josh Fugate, Utilities Manager

REVIEWED BY: Jim Hurley, Village Administrator
Kevin Poirier, Assistant Administrator

AGENDA ITEM: #6 Discuss 13th Avenue Lift Station Rehabilitation Project

BACKGROUND:

The 2026 Capital Improvement Plan originally included $160,500 for improvements to the 13th Avenue Lift Station. Following development of the project scope and receipt of updated vendor pricing, staff determined that additional funding was necessary to complete the planned rehabilitation.

The Village Board subsequently approved Resolution 2026-009 to amend the 2026 Capital Improvement Projects Plan. The amended project allocation for the 13th Avenue Lift Station is $240,500.

The updated project scope presented to the Village Board included approximately $120,000 for replacement of the lift station control panel and $108,962.13 for replacement and installation of the emergency generator, with the revised CIP amount including contingency for the project.

UPDATE:

Due to extended manufacturer lead times, certain long-lead equipment and materials were previously released for ordering in order to maintain the project schedule following approval of the amended CIP.

The generator project includes replacement of the existing generator with a new 150 kW natural-gas standby generator, replacement of the automatic transfer switch, removal of the existing equipment, electrical and gas connections, exhaust modifications, installation, startup, and associated work. The quoted generator equipment cost is

$47,856.07, with removal and installation totaling $61,106.06.

Staff is now requesting formal authorization to proceed with the remaining procurement, coordination, and construction necessary to complete the 13th Avenue Lift Station rehabilitation within the previously approved CIP project allocation.

COMMENTS:

Staff is requesting this item to be added to the Sept. 22, 2026 Village Board Meeting due to the urgency. In the event that the Village Board agrees with the suggested action, a suggested motion to approve would be as follows:

> "*Motion to authorize staff to proceed with the ordering, procurement, payment, installation, and construction associated with the 13th Avenue Lift Station Rehabilitation Project, including confirmation of previously released long-lead equipment and materials, in an amount not to exceed the previously approved 2026 CIP allocation of $240,500."*

ATTACHMENTS:

13th Ave Lift Station Rehab Budget Amendment

Somers LS Genset w-Install

Resolution 2026-009 Amend 2026 CIP

Proposal Somers, WI – 13th Ave LS Control Panel

Exhibit A

2026 Consolidated CIP

Need Amendment

Use of funds

	2026 total proposed CIP budget	2026 proposed General fund	2026 proposed Sewer fund CIP	2026 proposed Water fund CIP	2026 proposed Stormwater fund CIP	2026 proposed TID #3 CIP	Carried over from 2025	2023A borrowing	2026A borrowing	2026 cash	2027 cash	ARPA funds	TIDS	Use of carry over funds from previous borrowings
General fund:														
Paving:														
45th Street (STH 31 to 64th Ave.) Valley View Sub. PASER Rating = 2	$280,000	280,000								280,000				
64th Ave. (45th St. to 50th St.) Valley View Sub. PASER Rating = 2	$160,000	160,000								160,000				
50th St. (64th Ave. to STH 31) Valley View Sub. PASER Rating = 2	$90,000	90,000								90,000				
63rd Ave. (50th St. to 45th St.) Valey View PASER Rating = 2	$170,000	170,000						37,052		132,948				
46th Place (63rd Ave to Termination) Valley View PASER Rating = 2	$27,000	27,000					8,942	27,000						
48th Street (64th Ave. to 63rd Ave.) Valley View PASER Rating = 2	$52,000	52,000					52,000	52,000						
Retainage for 2025 paving not yet paid	$27,216	27,216					27,216	$27,216		-				
		-												
		$0						-						
	$806,216	**806,216**		-	-		**88,158**	**143,268**		**662,948**	-	-	-	-
Public works:														
54-60 - 2013 - Peterbilt Vac-Truck move to 2026- 50% paid by sewer & 25% by storm water $610,000	$152,500	152,500								$152,500				
Asset Management / CMMS/GIS integrated asset system	$2,020	$2,020								$2,020				
Camera and installation for yard waste	$5,500	$5,500								$5,500				
2025 Ford 4x4 F550 1-Ton: Chassis	$124,819	$124,819					124,819	124,819						
2025 Ford 4x4 Super Cab pickup with snowplow	$10,759	$10,759					10,759			$10,759				
	$295,598	**$160,020**					**135,578**	**124,819**	-	**$170,779**	-	-	-	-
Parks:														
Tennis Court - **BOARD REMOVED ON 11/4/25**		-								-	-			
	-	-								-	-			
	-	-					-			-	-	-	-	
Public Safety:														
Pumper/tender - replace 2011 NFPA Rosenbauer	1,000,000	1,000,000								1,000,000	-			
New Lucas CPR machine #2	20,000	20,000								20,000	-			
TNT Extrication Tool replacement	50,000	50,000								50,000	-			
ATV Trailer	12,000	12,000								12,000	-			
New Fire Station 2 move to 2027	-	-							-	-	-			
New Ambulance (replacing 2017 ambulance)	460,000	460,000								460,000	-			
Asset Management / CMMS/GIS integrated asset system	2,020	2,020								2,020	-			
		-					-							
	1,544,020	**1,544,020**		-	-		-	-	-	**1,544,020**	-	-	-	
Administration:														
Website upgrade	25,000	25,000								25,000				
Replacement Computer Plan	27,911	27,911					7,911			27,911				
Court Door	5,000	5,000								5,000				
Village Buildings HVAC Repairs	5,000	5,000								5,000	-			
Replacement Access Points	8,576	8,576								8,576				
	71,487	**71,487**		-	-		**7,911**	-	-	**71,487**	-	-	-	
TOTAL GENERAL FUND	**$2,717,321**	**2,581,743**		-	-		**231,647**	**268,087**	-	**2,449,234**	-	-	-	-
Sewer fund:														
			-							-	-			
			-							-	-			
I&I Replacement/Repaid Program-Sanitary Sewer Rehab – Televising and Engineering	200,000		200,000							200,000	-			
Lift Station Upgrades	240,500		240,500							240,500				
Asset Management / CMMS/GIS integrated asset system	4,040		4,040							4,040				
Air Release Valve Force Main Evaluation / Replacement	20,000		20,000							20,000				
Sanitary Sewer Lining / Replacement	915,000		915,000							915,000				
Pump Stock(Annual) 2 years	10,000		10,000							10,000				
Manhole Rehabilitation (2026-2035)	25,000		25,000							25,000	-			
Valley View Paving Sanitary Adjustment	90,750		90,750							90,750				
Pike Creek Super Flush	50,000		50,000							50,000				
54-60 - 2013 - Peterbilt Vac-Truck move to 2026- 25% paid by storm water & 25% by public works total is $610,000	$305,000		$305,000							$305,000				
TOTAL SEWER FUND	**1,860,290**		**1,860,290**	-	-		-	-	-	**1,860,290**	-	-	-	-
Water fund:														
GIS / Mapping Improvements-Improve GIS accuracy and tracking	2,020			2,020						2,020				
Meter Replacement Program -	87,000			87,000						87,000				
Hydrants (5 yr prj. Split evenly) $18,000 carry forward any unused funds up to $18,000	18,000			18,000						18,000				
Water valve replacement - carry forward any unused funds up to $10,000	10,000			10,000						10,000				
Meter Swap	20,000			20,000						20,000				
12TH Street Water Main Project	152,435			152,435						152,435				
				-								-		
TOTAL WATER FUND	**289,455**			**289,455**	-		-	-	-	**289,455**	-	-	-	
Storm water fund:														
Greenbay Road Mueller parcel	40,000				40,000					40,000	-			
Neumiller Woods Phase II	21,949				21,949					21,949				
Davis Culvert	40,000				40,000					40,000				
54-60 - 2013 - Peterbilt Vac-Truck move to 2026- 50% paid by sewer & 25% by public works total is $610,000	152,500				152,500					152,500				
TOTAL STORM WATER FUND	**254,449**			-	**254,449**		-	-	-	**254,449**	-	-	-	
TID#3:														
						-							-	
TOTAL TID #1 FUND	-			-	-	-	-	-	-	-	-	-	-	
TOTAL	**$5,121,515**	**2,581,743**	**1,860,290**	**289,455**	**254,449**	-	**231,647**	**268,087**	-	**4,853,428**	-	-	-	-

Project: Somers LS Genset w-Install-rev 3

February 16, 2026

Prepared by
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Sales Representative-PG
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We are pleased to provide you this quotation based on your inquiry.

Item	Description	Qty
1	C150N6, 150kW, 60Hz, Standby, Natural Gas/Propane Genset C150N6, 150kW, 60Hz, Standby, Natural Gas/Propane Genset U.S. EPA, Stationary Emergency Application Duty Rating - Standby Power (ESP) Emissions Certification - SI, EPA, Emergency, Stationary, 40CFR60 Listing - UL 2200 NFPA 110 Type 10 Level 1 Capable Exciter/Reg - Torque Match Voltage - 277/480, 3 Phase, Wye, 4 Wire Alternator - 60Hz, Reconnect, Full Output, 105C, 40C Ambient, Increased Motor Starting (IMS) Enclosure - None Battery Rack Skidbase - Housing Ready Control Mounting - Left Facing PowerCommand 2.3 Controller Gauge - Oil Pressure Stop Switch - Emergency Relays - Auxiliary, Qty 2, 25A - 15V DC/10A - 30V DC Control Display Language - English Load Connection - Single Circuit Breaker, Location A, 70A - 250A, 3P, LSI, 600 Volts AC, 100%, UL Circuit Breaker or Terminal Box (Position B) - None Circuit Breaker or Terminal Box (Position C) - None Circuit Breaker or Entrance Box - Bottom Entry,Right Side Engine Governor - Electronic, Isochronous Single Gas Fuel - NG or LP Vapor Engine Starter - 12 Volt DC Motor Exhaust Connector - NPT Engine Air Cleaner - Normal Duty Battery Charging Alternator Battery Charger - 6 Amp, Regulated Engine Cooling - Radiator, High Ambient Air Temperature, Ship Fitted Shutdown - Low Coolant Level Extension - Coolant Drain Duct Adaptor - Radiator Outlet	1

	Engine Coolant - 50% Antifreeze, 50% Water Mixture Coolant Heater, Extreme Cold Ambient Engine Oil Heater - 120 Volts AC, Single Phase Engine Oil Genset Warranty - 2 Years Base Literature - English Packing - Skid, Poly Bag Extension - Oil Drain	
2	Battery	2
3	Regulator-Natural Gas, 1 1/4"NPT Inlet/Outlet, 1500CFH, 25PSI	1
4	Muffler, Critical-Side Inlet, End Outlet, 5.0"ASA Flange	1
5	Exhaust Pipe Package-Side Inlet, 4.0"NPT to 5.0"ASA	1
6	OTECB, OTEC Transfer Switch-Electronic Control: 225A OTEC225, Transfer Switch, PowerCommand, 225 Amp Listing - UL 1008/CSA Certification Application - Utility to Genset Cabinet - Type 1 Poles - 3 (Solid Neutral) Frequency - 60 Hz System - 3 Phase, 3 or 4 Wire Voltage - 480 Volts AC Genset Starting Battery - 12V DC PC40 Control Interface - Communications Network, MODBUS RTU Module Transfer Switch Warranty - 1 Year Comprehensive	1
7	Removal of existing Generator and Installation of new Generator Labor and materials to complete installation • Disconnect and remove existing generator and associated components o Removal of wall thimbles and exhaust o Automatic transfer switch o Disposal of all removed equipment and components • Installation of new 150KW natural gas generator provided by others • Installation of new 225 Amp automatic transfer switch provided by others • Provide and install new conduit and conductors for the following… o Between generator and automatic transfer switch o Block heater o Battery charger • Natural gas piping and regulator • Ductwork with flex connection to existing louver • Provide and install new exhaust piping and new wall thimble o Muffler provided by others • Provide and install new exhaust insulation with aluminum jacket • Provide and install painted steel closure plate for unused exhaust opening • Coordination of delivery, off-loading, installation and startup of new generator • Startup • Excludes: o Utility fees o Temporary power and controls o Housekeeping pads	1

	o Louvers, dampers and actuators o OT labor o Generator o Automatic transfer switch o Automatic transfer switch line and load conduits and conductors o Bypass pumping o SCADA and integration	
8	Service - start up & testing	1
9	Freight to site	1

GENERATOR TOTAL: $47,856.07

REMOVAL/INSTALL (LINE 7) TOTAL: $61,106.06

Quote value does not include any tax.

NOTES:

Fuel and permits, unless listed above, is not included.

Cummins Standard Start-up and testing is included. Additional tests, such as NETA testing, if required, is by others

Coordination Study not provided.

Please feel free to contact me if you require any additional information; or if you have any further questions or concerns that I may be of assistance with.

Thank you for choosing Cummins.

Submitted by:

Tony Schmidt

Tony Schmidt
Sales Representative-PG
(920) 915-0559
LD636@cummins.com

SUBMITTALS. An order for the equipment covered by this quotation will be accepted on a hold for release basis. Your order will not be released and scheduled for production until written approval to proceed is received in our office. Such submittal approval shall constitute acceptance of the terms and conditions of this quotation unless the parties otherwise agree in writing.

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ATTACHED TO THIS QUOTATION, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN. BY ACCEPTING THIS QUOTATION, CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.

Authorized Signature _____ Date _____

Company Name _____

Printed Name & Title _____

Purchase Order No _____

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TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT

These Terms and Conditions for Sale of Power Generation Equipment, together with the quote ("Quote"), sales order ("Sales Order"), and/or credit application ("Credit Application") on the front side or attached hereto, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of equipment to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, specifications, agreement (whether upstream or otherwise), or any other terms and conditions related thereto, then such specifications, terms, document, or other agreement: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

1. SCOPE. Cummins shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively, "Equipment"). No additional services, parts or materials are included in this Agreement unless mutually agreed upon by the parties in writing. A Sales Order for Equipment is accepted on a hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received from Customer. A Quote is limited to the plans and specifications section specifically referenced in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated and mutually agreed to in writing by the parties. Unless otherwise agreed by Cummins in writing, this Quote is valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote ("Quote Validation Period"). At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish an option contract, and Cummins hereby reserves its right to revoke or amend this Quote at any time prior to Customer's acceptance.

2. **SHIPPING; DELIVERY; DELAYS.** Unless otherwise agreed in writing by the parties, Equipment shall be delivered FOB origin, freight prepaid to first destination. For consumer and mobile products, freight will be charged to Customer. Unless otherwise agreed to in writing by the parties, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. Cummins may deliver in installments. The purchase of Equipment is a "take or pay" obligation on the part of the Customer, such that Customer is absolutely and irrevocably required to accept and pay for the Equipment if delivery or pick-up of Equipment is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date. In the event Customer fails to take any or all shipments of Equipment ordered hereunder within thirty (30) days of the agreed upon delivery date, Cummins shall have the right to invoice the Customer and, upon Cummins' sole discretion, Cummins may either: (i) deliver the Equipment to the location indicated on Customer's purchase order (regardless of whether Customer elected to pick up the Goods at Cummins' facility or otherwise indicated an alternate delivery method), and Customer shall assume all associated delivery costs incurred by Cummins, or (ii) charge storage fees for the additional inventory holding period, the additional inventory holding period not to exceed one hundred twenty (120) days from the agreed upon delivery date, unless otherwise agreed by Cummins in writing. A storage fee of two thousand five hundred dollars ($2,500.00) or two percent (2%) of the total quoted amount, whichever is greater, shall be assessed for any Equipment whose delivery or pick-up is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date. Unless otherwise agreed by Cummins in writing, in the event delivery or pick-up of Equipment is delayed, deferred, or refused by Customer beyond one hundred twenty (120) days from the agreed upon delivery or pick-up date, or date of completion of Services, then Cummins has the right, in its sole discretion, to: (i) tow, remove, or otherwise dispose of the unclaimed Equipment in accordance with applicable abandonment laws, and/or (ii) make the Equipment available for auction or sale to other customers or to the public, or (iii) otherwise use, destroy, or recycle the Equipment at Customer's sole cost and expense. The foregoing remedies shall be without prejudice to Cummins' right to pursue other remedies available under the law, including without limitation, recovery of costs and/or losses incurred due to the storage, auction, sale, destruction, recycling, or otherwise of the Equipment. Offloading, handling, and placement of Equipment and crane services are the responsibility of Customer and not included unless otherwise stated. All shipments are made within normal business hours, Monday through Friday. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order and will be in effect after engineering drawings have been approved for production. Cummins shall use commercially reasonable efforts to meet estimated dates, but shall not be liable to customer or any third party for any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or any unforeseen event, circumstance, or condition beyond Cummins' reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fires, floods, windstorms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies,

equipment or manufacturing facilities. *AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOR OR SERVICE. WHILE CUMMINS SHALL MAKE COMMERCIALLY REASONABLE EFFORTS TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE IS DELAYED, HOWEVER OCCASSIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE EQUIPMENT OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.*

3. PAYMENT TERMS; CREDIT; RETAINAGE. Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Equipment. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay Cummins' costs and expenses (including reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Retainage is not acceptable nor binding, unless required by statute or accepted and confirmed in writing by Cummins prior to shipment. All sales are subject to Customer's ongoing credit approval. While Cummins may initially extend Net 30 payment terms upon Cummins' approval of Customer's credit application, Cummins reserves the right to reassess Customer's creditworthiness at any time prior to shipment. If, in Cummins' sole discretion, Customer's financial condition weakens or otherwise declines, Customer has past due invoices with Cummins, or Cummins otherwise determines that extending credit terms is no longer commercially reasonable, Cummins may, upon notice to Customer, (i) require full or partial payment in advance, (ii) require an alternative form of security satisfactory to Cummins, including but not limited to a letter of credit or payment bond, or (iii) withhold shipment until such payment or security is provided. Cummins shall not be liable for any delays or damages resulting from the enforcement of this provision. If Customer fails to make any payments to Cummins when due and payable, and such failure continues for more than sixty (60) days from the date of the invoice, or less if required by applicable law, then Cummins may, at Cummins' sole discretion and without prejudice to any other rights or remedies, either (i) terminate this Agreement; or (ii) postpone delivery of any undelivered Equipment in Cummins' possession and/or suspend its services until payment for unpaid invoices is received.

4. TAXES; EXEMPTIONS. Unless otherwise stated, the Quote excludes all applicable local, state and federal sales and/or use taxes, permits and licensing. Customer must provide a valid resale or exemption certificate prior to shipment of Equipment or applicable taxes will be added to the invoice.

5. TITLE; RISK OF LOSS. Unless otherwise agreed in writing by the parties, title and risk of loss for the Equipment shall pass to Customer upon delivery of the Equipment by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

6. INSPECTION AND ACCEPTANCE. Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Cummins within three (3) days from date of delivery after which time Equipment shall be deemed accepted. Cummins shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's reasonable satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Cummins) or allow Cummins another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

7. LIEN; SECURITY AGREEMENT. Customer agrees that Cummins retains all statutory lien rights. To secure payment, Customer grants Cummins a Purchase Money Security Interest in the Equipment. If any portion of the balance is due to be paid following delivery, Customer agrees to execute and deliver such security agreement, financing statements, deed of trust and such other documents as Cummins may request from time to time in order to permit Cummins to obtain and maintain a perfected security interest in the Equipment; or in the alternative, Customer grants Cummins a power of attorney to execute and file all financing statements and other documents needed to perfect this security interest. Cummins may record this Agreement, bearing Customer's signature, or copy of this Agreement in lieu of a UCC-1, provided that it shall not constitute an admission by Cummins of the applicability or non-applicability of the UCC nor shall the failure to file this form or a UCC-1 in any way affect, alter, or invalidate any term, provision, obligation or liability under this Agreement. The security interest shall be superseded if Customer and Cummins enter into a separate security agreement for the Equipment. Prior to full payment of the balance due, Equipment will be kept at Customer's location noted in this Agreement, will not be moved without prior notice to Cummins, and is subject to inspection by Cummins at all reasonable times.

8. CANCELLATION; CHARGES. Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. If Customer seeks to cancel all or a portion of an order placed pursuant to this Agreement, and Cummins accepts such cancellation in whole or in part, Customer shall be assessed cancellation charges as follows: (i) 10% of total order price if cancellation is received in Cummins' office after Cummins has provided submittals and prior to releasing equipment to be manufactured; (ii) 25% of total order price if cancellation is received in Cummins' office after receipt of submittal release to order, after receipt of a purchase order for a generator already on order with the factory, or after Cummins is asked to make any hardware changes to the equipment already on order with the factory; (iii) 50% of total order price if cancellation is received in Cummins' office sixty (60) or fewer days before the

scheduled shipping date on the order; or (iv) 100% of total order price if cancellation is received in Cummins' office after the equipment has shipped from the manufacturing plant.

9. TERMINATION. Cummins may, at any time, terminate this Agreement for convenience upon sixty (60) days' written notice to Customer. If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any Equipment or services supplied under this Agreement, in accordance with the payment terms detailed in Section 3. If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience.

10. MANUALS. Unless otherwise stated, electronic submittals and electronic operation and maintenance manuals will be provided, and print copies may be available upon Customer's request at an additional cost.

11. TRAINING; START UP SERVICES; INSTALLATION. Startup services, load bank testing, and owner training are not provided unless otherwise stated. Site startup will be subject to the account being current and will be performed during regular Cummins business hours, Monday to Friday. Additional charges may be added for work requested to be done outside standard business hours, on weekends, or holidays. One visit is allowed unless specified otherwise in the Quote. A minimum of two-week prior notice is required to schedule site startups and will be subject to prior commitments and equipment and travel availability. A signed site check sheet confirming readiness will be required, and Cummins personnel may perform an installation audit prior to the startup being completed. Any issues identified by the installation audit shall be corrected at the Customer's expense prior to the start-up. Portable load banks for site test (if offered in the Quote) are equipped with only 100 feet of cable. Additional lengths may be arranged at an extra cost. Cummins is not responsible for any labor or materials charged by others associated with start-up and installation of Equipment, unless previously agreed upon in writing. Supply of fuel for start-up and/or testing, fill-up of tank after start up, or change of oil is not included unless specified in the Quote. All installation/execution work at the site including, but not limited to: civil, mechanical, electrical, supply of wall thimbles, exhaust extension pipe, elbows, hangers, expansion joints, insulation and cladding materials, fuel/oil/cooling system piping, air ducts, and louvers/dampers is not included unless specified in the Quote. When an enclosure or sub-base fuel tank (or both) are supplied, the openings provided for power cable and fuel piping entries, commonly referred to as "stub-ups", must be sealed at the site by others before commissioning. All applications, inspections and/or approvals by authorities are to be arranged by Customer.

12. MANUFACTURER'S WARRANTY. Equipment purchased hereunder is accompanied by an express written manufacturer's warranty ("Warranty") and, except as expressly provided in this Agreement, is the only warranty offered on the Equipment. A copy of the Warranty is available upon request. While this Agreement and the Warranty are intended to be read and applied in conjunction, where this Agreement and the Warranty conflict, the terms of the Warranty shall prevail.

13. WARRANTY PROCEDURE. Prior to the expiration of the Warranty, Customer must give notice of a warrantable failure to Cummins and deliver the defective Equipment to a Cummins location or other location authorized and designated by Cummins to make the repairs during regular business hours. Cummins shall not be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc., communication expenses, meals, lodging, and incidental expenses incurred by Customer or employees of Customer, "downtime" expenses, overtime expenses, cargo damages and any business costs and losses of revenue resulting from a warrantable failure.

14. LIMITATIONS ON WARRANTIES.

THE REMEDIES PROVIDED IN THE WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY. The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-SE application generator set relative to EPA's standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents, or misuse; (g) lack of maintenance or unauthorized or improper repair; (h) noncompliance with any Cummins published guideline or policy; (i) use of improper or contaminated fuels, coolants, or lubricants; (j) improper storage before and after commissioning; (k) owner's delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by Cummins; (m) use of battle short mode; (n) owner or operator abuse or neglect such as: operation without adequate coolant, fuel, or lubricants; over fueling; over speeding; lack of maintenance to lubricating, fueling, cooling, or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, running, or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device; or (o) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

15. INDEMNITY. Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Equipment supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

16. LIMITATION OF LIABILITY
NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY OR NEGLIGENCE), FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF EQUIPMENT UNDER THIS AGREEMENT OR THE USE OR PERFORMANCE OF EQUIPMENT SUPPLIED UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF EQUIPMENT SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

17. DEFAULT; REMEDIES. Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to any of the Customer's obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise to anyone other than Cummins. Upon the occurrence of any event of Customer's default, Cummins, at its sole option and without notice, shall have the right to exercise concurrently or separately any one or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins' branch specified on the face of this Agreement; (d) to exercise one or more of the rights and remedies available to a secured party under applicable law; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Cummins shall not be a waiver as to any other or subsequent default.

18. CUSTOMER REPRESENTATIONS; RELIANCE. Customer is responsible for obtaining, at its cost, permits, import licenses, and other consents in relation to the Equipment, and if requested by Cummins, Customer shall make these permits, licenses, and consents available to Cummins prior to shipment. Customer represents that it is familiar with the Equipment and understands operating instructions and agrees to perform routine maintenance services. Until the balance is paid in full, Customer shall care for the Equipment properly, maintain it in good operating condition, repair and appearance; and Customer shall use it safely and within its rated capacity and only for purpose it was designed. Even if Customer's purchase of Equipment from Cummins under this Agreement is based, in whole or in part, on specifications, technical information, drawings, or written or verbal advice of any type from third parties, Customer has sole responsibility for the accuracy, correctness and completeness of such specifications, technical information, drawings, or advice. Cummins make no warranties or representations respecting the accuracy, correctness and completeness of any specifications, technical information, drawings, advice or other information provided by Cummins. Cummins makes no warranties or representations respecting the suitability, fitness for intended use, compatibility, integration or installation of any Equipment supplied under this Agreement. Customer has sole responsibility for intended use, for installation and design and performance where it is part of a power, propulsion, or other system. Limitation of warranties and remedies and all disclaimers apply to all such technical information, drawings, or advice. Customer acknowledges and agrees by accepting delivery of the Equipment that the Equipment purchased is of the size, design, capacity and manufacture selected by the Customer, and that Customer has relied solely on its own judgment in selecting the Equipment.

19. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

20. GOVERNING LAW, VENUE, AND JURISDICTION. This Agreement and all matters arising hereunder shall be governed by, interpreted, and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the federal and state courts of the State of Indiana shall have exclusive jurisdiction over, regarding, or relating to any dispute or claim arising in connection with this Agreement or any related matter, and hereby waive any right to claim such forum would be inappropriate, including concepts of forum non conveniens.

21. INSURANCE. Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

22. ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.
23. INTELLECTUAL PROPERTY. Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.
24. PRICING. To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order placement, as the same will be adjusted for prices prevailing on the date of shipment due to economic and market conditions at the time of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and/or other unforeseen circumstances beyond Cummins' control.
25. TARIFF AND DUTY SURCHARGES. In addition to any adjustments otherwise provided for in this Agreement, in the event of any increase in the cost of purchased materials due to the impact of any tariffs, duties, levies, or similar government charges ("Tariffs") in effect during the term of this Agreement, the parties agree that such increases shall be passed through directly to the Customer effective immediately upon Cummins' notice to the Customer of such increases. The Customer shall pay Tariff-related increases within thirty (30) days of receipt of invoice.
26. MISCELLANEOUS. Cummins shall be an independent contractor under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement. No amendment of this Agreement shall be valid unless it is writing and signed by an authorized representative of the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute the entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for, and Customer has agreed to purchase of the Equipment pursuant to these Terms and Conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such Terms and Conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. In the event Cummins incurs additional charges hereunder due to the acts or omissions of Customer, the additional charges will be passed on to the Customer, as applicable. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof. The Parties' rights, remedies, and obligations under this Agreement which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Section 16. Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement.
27. COMPLIANCE. Customer shall comply with all laws applicable to its activities under this Agreement, including, without limitation, any and all applicable federal, state, and local anti-bribery, environmental, health, and safety laws and regulations then in effect. Customer acknowledges that the Equipment, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Equipment or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable all laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall act as the importer of record with respect to the Equipment and shall not resell, export, re-export, distribute, transfer, or dispose of the Equipment or related technology, directly or indirectly, without first obtaining all necessary written permits, consents, and authorizations and completing such formalities as may be required under such laws, rules, and regulations. In addition, Cummins has in place policies not to distribute its products for use in certain countries based on applicable laws and regulations including but not limited to UN, U.S., UK, and European Union regulations. Customer undertakes to perform its obligations under this Agreement with due regard to these policies. Strict compliance with this provision and all laws of the territory pertaining to the importation, distribution, sales, promotion and marketing of the Equipment is a material consideration for Cummins entering into this Agreement with Customer and continuing this Agreement for its term. Customer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person to use his influence to assist Cummins in obtaining or retaining business or to benefit Cummins or any other person in any way, and will not otherwise breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving Cummins the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Equipment. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

28. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

Village of Somers

RESOLUTION NO. 2026-009

A RESOLUTION TO AMEND THE 2026 VILLAGE OF SOMERS BUDGET TO REFERENCE UPDATED CAPITAL IMPROVEMENT PLAN PROJECTS FOR 2026

WHEREAS, the Village Board adopted a 2026 CIP Budget;

WHEREAS, there is a need to update the Capital Projects Plan to determine which capital projects and capital equipment purchases should go forward; and

WHEREAS, the Village Board has reviewed changes that need to be made to reference capital projects and capital equipment purchases that the Village Board wishes to move forward with in 2026; and

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

1. That the Amended 2026 Capital Projects Plan for the Village of Somers as set forth in Exhibit A, which is attached hereto and incorporated herein, is authorized and approved.

Dated this 24th day of March, 2026

George Stoner, President

Wendy Burnette, Clerk-Treasurer

2/3 vote required

Name	Customer	Proposal#	Due/Bid Date
Somers, WI - 13th Ave LS Cntrol Panel	Somers, WI	20260408	1/23/2026, 12:00 PM

Scope

L.W. Allen and its Altronex Control Systems division are pleased to provide a quotation for the following equipment and services

13th Avenue Lift Station

- Duplex Pump Control Panel
- 480V, 3 Phase, 3 Wire, 200 Amp Service
- NEMA 12 Freestanding Elnclosure
  - 72" high x 36" wide x 16" deep
- Main Lugs
- Surge Protection Device
- Phase Monitor Relay
- Single Phase Breakers as needed
- IS Barriers
- Float Backup Logic
- 7" Panelview Plus 7 (Matching 7th, 11th, 45th and 63rd Lift Stations)
- DC Power Supply
- DC UPS and batteries
- Typical for both pump
  - Pump Breaker
  - VFD with bypass (Similar to the existing panel) (Motor info: 50HP, 72FLA, 1180 RPM)
- Typical pilot devices for both pumps
  - Hand-Off-Auto Selector Switch
  - Run Light
  - Overload Light
  - High Temp Light
  - Seal Fail Light
  - Reset Pushbutton
  - ETM
- Equipment that will be reused and relaocated from the existing RTU panel
  - Ethernet Switch
  - Micrologix 1400 PLC
  - Telemetry Radio

Remote Devices

- Aqua Tap Level Gauge
- (5) Floats

- 50 ft of cable
- Suspension Kit

Note: This station will match the control at 63rd Ave. Lift Station

Electrical Contractor Scope (included):

- Demo and removal of existing control panel

- Installation of new control panel supplied by Altronex
- Installation of new floats supplied by Altronex
    - Provide and install stainless steel strain relief and hardware to mount new floats
- Installation of Aquatape supplied by Altronex
- Installation of new antenna cable in EMT conduit from new control panel
- Demo and remove existing seal offs, saw cut asphalt if needed
- Provide and install new ventilated air gap
    - Reuse existing junction boxes
    - Utilize existing strut rack, provide new struck supports as needed
- Excludes:
    - Utility fees, temporary electric service, equipment and installation
    - Temporary controls and bypass pumping
    - Correction of existing code violations
    - Control panel, RTU panel, network switches, antenna and antenna cable
    - New underground conductors to wet well junction boxs

Altronex Control Systems Professional Services

- Engineering and Design
- CAD
- Documentation
- Programming
- Factory Testing
- Field Startup and Commissioning
- Training
- 1 Year Warranty

All prices quoted are based on current tariff rates and trade policies. Any new, increased, or additional tariffs, duties, taxes, or related governmental charges imposed after the date of this quote shall be the responsibility of the Buyer. Seller reserves the right to adjust pricing accordingly and bill these additional charges as a separate line item. The Buyer acknowledges and agrees to pay such adjustments as part of the total order cost.

Proposal Amount $ 120,000.00 USD
Freight Terms: FOB Origin, Freight Prepaid and Add

Respectfully submitted by,

Alan Clemens
Business Development Manager
alan.clemens@sjeinc.com
6082101471

Acceptance of Proposal (Purchase Order or Signature) – The preceding prices, specifications and attached terms and conditions of sale are satisfactory and hereby accepted. You are authorized to proceed.

Signature	Name Print/Type	Official Position	Date

Standard Terms and Conditions

Controlling Provisions: The terms and conditions and supplemental exhibits contained herein (the "Terms and Conditions") shall supersede any provisions, terms, and conditions contained on any purchase order or other written form any direct buyer ("Buyer") may use or provide (whether received by S.J. Electro Systems, Inc. or any of its subsidiaries or affiliates (collectively, "SJE") prior or subsequent to the date hereof), and the rights of the parties shall be governed exclusively by the Terms and Conditions as described herein. SJE sells certain services, products, replacement parts and related software (collectively, the "Goods"). The purchase of the Goods is governed by the Terms and Conditions. Any communication by Buyer to SJE to purchase Goods will be treated by SJE as a request to purchase the Goods. The response, however communicated, will be understood by all parties as an agreement by SJE to sell to Buyer the requested Goods pursuant to the Terms and Conditions. **SJE specifically opposes any terms or conditions that are in addition to or different from the Terms and Conditions, unless specifically agreed to in each instance in writing by SJE.**

Quotations, Acceptance, and Agreements: Any quotation is a good faith estimate. To the extent that SJE has been provided by or on behalf of Buyer any specifications, description of operating conditions or other data and Information In connection with the selection or design of the Goods, and the actual operating conditions or other circumstances differ from those provided by Buyer and relied upon by SJE, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

Acceptance of a quotation, whether by a separate purchase order or by other means, shall constitute an acknowledgement and approval of the quotation as written and an acceptance of the Terms and Conditions. Written quotations which have not been finalized by a binding purchase order shall expire on the date specified in the quotation or, in the absence of such specification, thirty (30) calendar days from the date issued. SJE may revise or withdraw a quotation at any time prior to the finalization of a binding purchase order.

Per company policy, a separate written agreement signed by both parties or a purchase order accepted and acknowledged by SJE is required to form any legally binding agreement.

Intellectual Property: All devices, patents, designs (including drawings, plans and specifications), software existing or to be developed, estimates, prices, notes, memos, summaries, electronic data and other documents or information prepared or disclosed by SJE shall remain the sole intellectual property of SJE. Following acceptance and final payment, SJE shall grant to Buyer a non-transferable, non-exclusive license for use and sale of the Goods.

Credit Approval: The credit terms granted on each order are subject to SJE's continuing approval of Buyer's credit. SJE may withdraw the extension of credit and require modified payment terms if, in SJE's sole judgment, Buyer's credit or financial standing is impaired such that SJE in good faith deems payment insecure.

Prices and Taxes: All prices are FOB shipping point, unless otherwise stated or referenced in attached exhibits. All prices are subject to any commercially reasonable additions that may be necessary to cover any duties, taxes or charges. All prices are in U.S. Dollars. Prices may be subject to change without notice.

Shipping Policy: Shipping and handling charges cover the transportation of the Goods from SJE's warehouse to Buyer, unless otherwise specified. Standard shipping rates are assessed upon placement of order. SJE uses many methods of shipment including UPS shipping services but reserves the right to substitute carriers without notice. UPS next-day air, UPS second-day air, UPS three-day ground, UPS Express and UPS Expedited are services available to Buyer for expediting orders. Expedited orders will be shipped based on the method Buyer selects. These services may not be available for shipment into all countries.

While SJE will use all reasonable commercial efforts to maintain the delivery date(s) acknowledged or quoted by SJE, all shipping dates are approximate and not guaranteed. SJE reserves the right to make partial shipments. SJE, at its option, shall not be bound to tender delivery of any Goods for which Buyer has not provided shipping instructions and other required information. If the shipment of the Goods is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse SJE for any and all storage costs and other additional expenses resulting therefrom. The actual shipping weights may vary.

Title, Risk of Loss, Inspection of Equipment: Title and risk of loss to the Goods shall pass to Buyer upon delivery of the Goods to the respective delivery carrier. Buyer shall immediately inspect the Goods upon receipt and any damage must be noted on the delivery carrier's bill of lading at time of receipt. SJE is not liable for any damages caused by shipping. SJE is not liable for any shortages or nonconformance unless notified by Buyer within two (2) business days of Buyer's receipt of the Goods.

Operations/Maintenance Manuals: Installation, maintenance and operation manuals will be furnished to Buyer in the number of copies specified at the time of quotation or order. Additional copies subject to charges as outlined in attached exhibits.

Installation and Use: Buyer will be solely responsible for the proper application, installation and service of the Goods. Installation instructions are supplied by SJE and must be followed.

Export/Import: Buyer agrees that all applicable import and export control laws, regulations, orders and requirements, including, but not limited to, those of the United States and the European Union, and the jurisdictions in which SJE and Buyer are established or from which Goods may be supplied, will apply to their receipt and use. In no event shall Buyer use, transfer, release, import, or export Goods in violation of such applicable laws, regulations, orders or requirements.

Payment: Buyer shall pay SJE the full purchase price as set forth in the respective order between SJE and Buyer. Unless otherwise agreed to in writing between SJE and Buyer, freight, storage, insurance, taxes, duties, and any governmental charges relating to the Goods shall be paid by Buyer. If SJE is required to pay any such charges, Buyer shall immediately reimburse SJE upon notice from SJE of same. All payments are due within approved credit terms. Buyer may be charged the lower of 1.5% interest per month or the maximum legal rate on all amounts not received by the due date described therein.

Security Interest: SJE shall retain a security interest in the Goods until the full purchase price has been paid. Buyer's failure to pay any amounts due, including interest, shall give SJE the right to possession and removal of the Goods after providing ten (10) days written notice to Buyer. SJE's taking of such possession shall be without prejudice to any other remedies SJE may have.

Changes, Cancellations, Returns: Buyer may request changes or additions to the Goods consistent with SJE's specifications and criteria. In the event such changes or additions are accepted by SJE, SJE shall have the absolute right to revise the prices and dates of delivery, and to add charges for work and materials rendered unnecessary by such changes or additions. All changes, cancellations, or returns must have SJE prior written approval and subject to restocking fees and service charges. Authorized returns must be packaged and shipped prepaid to SJE.

Return Policy: SJE will only accept Goods returned within one (1) year from the date of manufacture, un-used, and current production models. Returned Material Authorization ("RMA") numbers must be assigned to any Goods Buyer wishes to return for credit. To obtain an RMA, Buyer must contact SJE's Service Center at 218-847-1317 or toll free at 888-342-5753. Buyer is responsible for payment of return shipping fees unless such returned Goods result from an SJE order processing error. Upon return, SJE shall reimburse Buyer for the return freight resulting from the return of Goods due to such SJE order processing error. In the event of any return in compliance with this paragraph, SJE will provide Buyer credit for the returned Goods and work to reship correct Goods to Buyer. SJE reserves the right to refuse acceptance of returned Goods after inspection. SJE will not accept returns for Goods that are custom-built for Buyer as such items cannot be resold by SJE; however, custom-built Goods remain subject to applicable warranty provisions in each case.

Notwithstanding the foregoing (and so long as the return is not due to an order processing error of SJE), a restocking fee shall be charged to Buyer for returned Goods as outlined in the attached Exhibits.

Force Majeure: SJE shall not be liable or responsible to Buyer, nor be deemed to have defaulted under or breached any agreement with Buyer, for any failure or delay in fulfilling or performing any term of any agreement with Buyer, when and to the extent such failure or delay is caused by or results (directly or indirectly) from acts beyond SJE's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest: (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of any subject agreement between SJE and Buyer; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial services; or (i) any other cause beyond the reasonable control of SJE.

Indemnification and Default: In addition to all other amounts due hereunder, Buyer shall reimburse SJE in full for all collection costs or charges, including reasonable attorney fees, which SJE may incur in the collection of any past due amounts from Buyer, including applicable interest on overdue accounts. If Buyer is in default under this or any other agreement with SJE, SJE may defer performance hereunder until such default is resolved. SJE shall have no obligation to provide factory startup assistance or factory training (when requested) until all invoices (including retentions) for equipment have been paid in full. Furthermore, SJE shall have no liability to Buyer to the extent Buyer damages, or any damages are suffered by, or claims are made against Buyer as a result of Buyer's negligence, willful misconduct, misrepresentation of any Goods, or failure to utilize the Goods properly.

Warranty and Liability: During the warranty period, Buyer's exclusive remedy will be either repair or replacement, at the sole discretion of SJE and subject to the Terms and Conditions of any component which proves to be defective due to defective materials or workmanship of SJE.

SJE DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, AND SJE SHALL NOT, IN ANY MATTER, BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LIQUIDATED DAMAGES, OR PENALTIES THAT RESULT FROM A BREACH OF CONTRACT, BREACH OF WARRANTY (EXPRESS OR IMPLIED), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. IN NO EVENT SHALL SJE'S LIABILITY TO BUYER OR ANY OTHER PARTY EXCEED THE LESSER OF (i) THE COST OF REMEDIATING ANY DEFECT OR DEFICIENCY IN THE PERFORMANCE OF SJE HEREUNDER OR (ii) THE PURCHASE PRICE OF THE GOODS IN RESPECT OF WHICH THE CLAIM IS MADE.

ANY ELECTRICAL WIRING AND SERVICING OF THE GOODS MUST BE PERFORMED BY A LICENSED ELECTRICIAN. WARRANTY CLAIMS FOR GOODS WHICH WERE AT ANY TIME WIRED OR SERVICED BY ANYONE OTHER THAN A LICENSED ELECTRICIAN SHALL NOT BE HONORED IN WHOLE OR PART BY SJE.

Furthermore, this warranty shall not apply to: (a) damage due to any weather-related or other conditions beyond the control of SJE; (b) defects or malfunctions resulting from the Goods not installed, operated, or maintained in accordance with instructions provided, applicable local codes, ordinances, or accepted trade practices; (c) failures resulting from abuse, misuse, accident, or negligence; or (d) Goods repaired and/or modified without prior written authorization from SJE.

Some states do not allow limitations on implied warranty duration, as such, this limitation may not apply to Buyer. Some states do not allow the exclusion or limitation of incidental or consequential damages, as such, these limitations or exclusions may not apply to Buyer. The above-described warranty gives Buyer specific legal rights, and Buyer may also have other rights which vary from state to state.

TO OBTAIN WARRANTY SERVICE: Buyer shall assume all responsibility and expense for removal, reinstallation, and freight associated with any warranty service. Any Goods to be repaired or replaced under this warranty must be returned to SJE, or such place as designated by SJE. Buyer can contact SJE Service Center at 218-847-1317 or toll free at 888-342-5753 for an RMA on any Goods being submitted for a warranty claim.

Applicable Law and Forum: Any disputes between Buyer and SJE shall be venued in Becker County District Court in the State of Minnesota. Buyer agrees to submit to such jurisdiction and agrees that the dispute shall be governed by and construed in accordance with the laws of the State of Minnesota without giving effect to any choice or conflict of law provision or rule.

Established 1843
Somers
VILLAGE & TOWN
www.somerswi.gov
P.O. Box 197, Somers, WI 53171 PH: 262-859-2822 FAX: 262-859-2331

VILLAGE OF SOMERS
VILLAGE BOARD
WORK SESSION ITEM MEMORANDUM

WORK SESSION: September 15, 2026

TO: Village President Stoner and Board of Trustees

PREPARED BY: Jim Hurley, Administrator

REVIEWED BY: Josh Sullivan, Public Works Superintendent

AGENDA ITEM: #7 Discuss 96th Avenue – temporary speed bump

SUMMARY:

At the Sept. 8 Village Board meeting, two public comments were received against a temporary speed bump installed on 96th Avenue. That is a dead-end road with less than twenty homes.

Following the meeting, I reached out to the Department of Public Works and the Sheriff's Office. Recently, both departments have received calls about speeding along the roadway. The Sheriff's Office has been in communication with local residents in an effort to maintain roadway safety.

The Department of Public Works owns temporary speed bumps, which are required for road work on State roads. To reduce speeding on the roadway, Public Works installed a temporary speed bump. The plan was to remove it after two weeks in hopes that drivers would become accustomed to driving at or below the speed limit.

Due to complaints about the temporary speed bump, Public Works removed it on September 9th.

Like all roads in the Village, the Sheriff's Office will continue to enforce speeding on the roadway. If the Department of Public Works receives complaints, they will be directed to the Sheriff's Office, or the complainant will be notified of the next Village Board meeting to comment.

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VILLAGE OF SOMERS
VILLAGE BOARD
WORK SESSION ITEM MEMORANDUM

WORK SESSION: September 15, 2026

TO: Village President Stoner and Board of Trustees

PREPARED BY: Wendy Burnette, Clerk-Treasurer

AGENDA ITEM: #8 Review and discuss Special Event Permit application from J&M's Bar and Grill and procedures for application. The proposed special event will be on Saturday, October 3rd from 11a.m. to 9 p.m., located at 8013 12th Street, Kenosha, WI 53144

BACKGROUND:

J&Ms has applied for a special event to be held on October 3rd from 11 a.m. to 9 p.m. They would like to have patio music to celebrate the new patio layout. (see attached). There will be no outdoor music after 9 p.m.

The Special Event Ordinance requires that the Clerk/Treasurer receive at least 30 days' notice prior to an event. Since the Village Board now meets only once a month, we would like to discuss how the Board would like us to handle applications that do not meet the 30-day notice requirement. We are seeking directions from the Board on whether the ordinance should be enforced as written moving forward.

ATTACHMENTS:

Special Event Application with Operational and Security Plan Information and photos of patio.

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Somers
VILLAGE & TOWN

Village of Somers
P.O. Box 197
7511 - 12th Street
Somers, WI 53171
262-859-2822

OFFICE USE ONLY
DATE FILED: 9-11-26
INITIALS: MS

Village of Somers
Special Event Permit
Single Event

Fee: $75

Date(s) of Event: October 3rd, 2026 Hours of Event: 11am - 9pm
Description of Event: Small band/artist to enjoy the new patio layout

Licensee Name: Eclectic LLC
Corportion, Partnership, or Individual

Trade/Event Name: JtM's Bar & Grill

Trade/Event Address: 8013 12th St. Kenosha, WI 53144
Street Zip

If Licensee is a Corporation or LLC, list Agent's Full Name: Justin Traughber

List Date of Birth of Agent (If Corporation/LLC) or Individual: 08/25/1990

Address: 173 old Green Bay Rd Kenosha WI 53144
Street City State Zip

Phone: On File Email: On File
(Correspondence will be via email if address is given)

Driver's License Number: WI On File
State Number

1. Have you ever received any **tickets** or been charged with any **crimes** or **felonies** in any state? ☐ Yes ☐ No
If yes, provide: Charge, State, Date, Result (including pending charges).
(Examples: Speeding, WI, 5/8/2012, Guilty | Theft, FL, 5/22/2014, Dismissed | DUI, WI, 6/30/2017, Pending)

CHARGE	STATE	DATE	RESULT
Failure to Yield	WI	11/2022	Guilty

2. Have you ever had your **driver's license suspended** or **revoked** in any state? ☐ **Yes** ☒ **No**
If yes, provide: Charge, State, Date

CHARGE	STATE	DATE

3. Have you ever served or been sentenced to serve time in **jail** or **prison** in any state? ☐ **Yes** ☒ **No**
If yes, provide: Charge, State, Date

CHARGE	STATE	DATE

4. Have you ever, while operating a business or engaged in a profession, been convicted of any charges involving unfair trade practices, unethical conduct, or discrimination in any state? ☐ **Yes** ☒ **No**
If yes, provide: Charge, State, Date Result (Include pending charges).

CHARGE	STATE	DATE	RESULT

5. List the name and address of all employers for which you have worked and/or businesses you have operated in the **past five (5) years.** N/A

6. Have you lived at your current home address for the **past five (5) years?** ☒ **Yes** ☐ **No**
If no, please list all addresses which you have resided at in the past five (5) years.

READ CAREFULLY BEFORE SIGNING: Under penalty provided for by law, the undersigned states that each of the above questions has been truthfully answered to the best of his/her/their knowledge. False or incomplete answers will result in the denial/revocation of permit. (Individual applicants and each member of a partnership must sign; designed corporate officers must sign.)

Individual/Partner/Member Signature

9/11/2026
Date

PLEASE NOTE: Attached as page 3 and 4 of the application is an **Operational and Security Plan.** This information is required. If not fully and accurately completed, the Special Event Permit application will be considered incomplete and will not proceed to any Committees for consideration until the information is provided.

PLEASE NOTE: Special Events Permits confer no rights regarding alcohol licensing, which must be obtained by separate application and approval.

SPECIAL EVENT PERMIT: OPERATIONAL AND SECURITY PLAN INFORMATION

Operational Plan

Legal occupancy limit for the premises: 112 persons

Attach scale drawing of parking plan

See attached area/mapping

Number of off-street parking spaces used to service the premises: Traditional parking spaces

Multiple parking spots in both traditional and south lot.

Description of the off-street parking spaces used to service the premises: Parking available in traditional lot and significant amount of parking in south lot, with easement to 80th Ave.

Describe the sound amplification equipment to be used (if any): Microphone(s), guitars and other speaker sound systems intended for a solo or small band

Attach drawing of where stage will be located. Will it be roped off? Please provide full details.

Patio is fenced in with two exit gates

Identify any sound mitigation strategies to be implemented: Music to be played in the far east corner of patio, adjacent to the east commerical building. Speakers and other equipment will be directed to our south parking lot behind patio; away from the only surrounding residential neighbor.

How will orderly appearance and operation of the establishment be maintained in regard to litter and noise: Noise levels will be appropriate to ensure our customers and our residential neighbor will not be uncomfortable and can still converse without overly loud music or amplification. Multiple garbage cans are available, plus staff will continue disposing of litter during and after the event

Security Plan

Attach scale drawing of elements of Security Plan

See attached patio photos. 2 gates for exit

Description of clothing to identify security personnel: If applicable, security personnel will be provided bright/neon JTM's apparel with "security".

Are security personnel employees? If not, provide contact information for outside security firm: Yes, myself and/or other employees as needed.

Plan to handle control and clearance of the parking lot and public right-of-ways adjacent to licensed property during hours of operation and at closing time: There are no identified crosswalks. Parking in the traditional lot will allow customers to exit traveling east or west on Hwy E. In addition, south parking lot allows customers to exit safely on the side street (80th Ave) to Hwy E as well.

How will the entrance line be managed and controlled: With the south parking lot addition, customers can enter off of Hwy E and/or line up on 80th Ave, a quiet side street without disturbing any traffic on Hwy E.

Will any security personnel be armed? ☐ Yes ☒ No If yes, provide individual names and addresses

Plan for unruly patrons, intoxicated patrons, and physical disturbances (including fights): The patron(s) will be asked to leave, escorted from the premises and if necessary, authorities will be notified immediately.

Underage drinking and fake ID plan: Consistent with our normal operation, any patron that appears to be under the legal drinking age will be ID'd as appropriate to ensure no false identification and/or underage drinking. Fake IDs will be confiscated and disposed of.

Provide the first and last name of all management personnel: Justin Traughber
Megan Traughber

READ CAREFULLY BEFORE SIGNING: Under penalty provided for by law, the undersigned states that each of the above questions has been truthfully answered to the best of his/her/their knowledge.

Individual/Partner/Member Signature

9/11/2026
Date

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SPECIAL EVENT PERMIT (single Day): ALCOHOL BEVERAGE INFORMATION

To be completed by Agent of Event

Will you be selling or giving away Alcohol at this special event?

Selling X
Giving Away _____

What types of alcohol beverages will be sold or given away Any alcohol beverages covered under Class B Liquor license.

If selling, please contact the clerk for alcohol permits, if you don't already have them.

Name, address and phone number of the responsible person or third-party vendor for alcohol beverages.

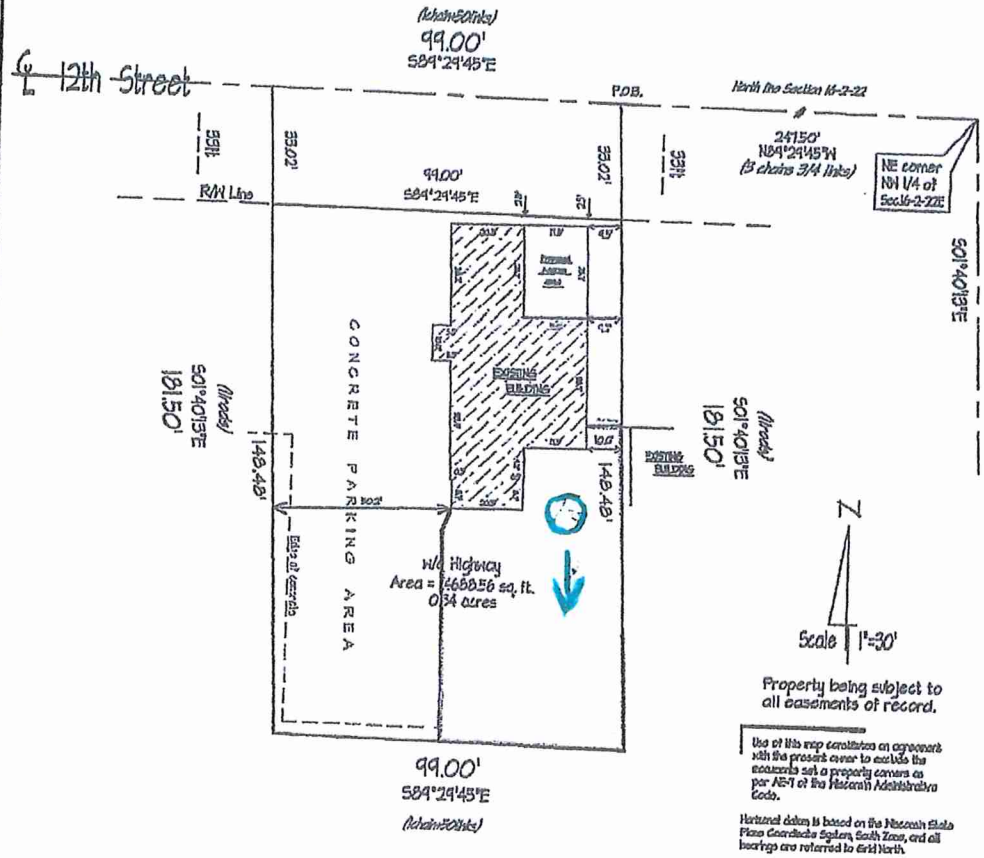
Justin Traugluber
173 old Green Bay Rd Kenosha, WI 53144

Bartenders must have a bartender's license in the Village of Somers. Please include a copy with this application.

If one is needed, please contact the Village of Somers to obtain a one-day event operator's license.

Individual/Partner/Member Signature

9/11/2026
Date



Property being subject to all easements of record.

Use of this map constitutes an agreement with the present owner to exclude the monuments set a property corners as per AE-7 of the Wisconsin Administrative Code.

Horizontal datum is based on the Wisconsin State Plane Coordinate System, South Zone, and all bearings are referred to Grid North.

PLAT OF SURVEY OF:

Part of the NE 1/4 of the NW 1/4 of Section 16, Town 2 North, 22 East being more particularly described as follows: Commencing in the Center of the highway between section 9 and 16 at the NW corner of land now formerly owned by Lafayette Cook; thence South along Cook's west line 11 rods; thence West 1 chain and 50 links; thence north 11 rods to the center of highway; thence east 1 chain and 50 links to the place of beginning. Said land lying and being in the Village of Somers, Kenosha County, State of Wisconsin.
REF: Doc. 1749561; Vol 1365 pg 562

Propberty is presenty zoned B-2

WISCONSIN
MICHAEL R. KOTLAREK
S-1677
WAUKESHA WI.
LAND SURVEYOR

This survey is correct to the best of my knowledge and belief.
October 25, 2016

BENCHMARK LAND SURVEY TECHNOLOGY
Full Land Surveying Services
5111 - 52nd Street, Kenosha, WI, 53144 (262)658-1686
N80W28852 Keesus Rd, Hartland, WI, 53029

Present Owner: Eclectic LLC
Survey Address: 8013 - 12th Street
Somers, WI. 53171

Parcel ID# 82-4-222-162-0010







