

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

**Village Work Session Meeting
Agenda
Tuesday, August 16, 2022
5:30 p.m.**

Village Board Work Session Meeting:	
Item #	
1	Call to Order
2	President & Trustee Reports
3	Discuss Plan Commission Recommendation (Golden Oil) a. Request by Somers USA, LLC, 1170 22nd Avenue, Kenosha, WI 53140 (Owner), Ted Gement, BP Kenosha Travel Plaza, 1170 22nd Avenue, Kenosha, WI 53140 (Agent); for an amendment to a previously approved Conditional Use Permit to allow alcohol consumption on the premises in the B-3 Highway Business District on Tax Parcel # 82-4-222-193-0202 located in the southwest quarter of Section 19, Township 2 North, Range 22 East, Village of Somers. <i>For informational purposes only, this property is located on the northwest corner of the intersection of 120th Avenue (the east frontage road of I-94) and County Trunk Highway "S".)</i>
4	Discuss Plan Commission Recommendation (Mister Carwash): a. Request by: RCG SOMERS LLC, 3060 Peachtree Rd NW Ste 400, Atlanta, GA 30305 (owner), Jeana Kedrowski, ISG, Inc., 7900 International Drive, Ste 550, Bloomington, MN 55425 (Agent), for approval of a site plan and exterior fenestration for a proposed car wash on Tax Parcel 82-4-222-271-0339, located in the NE ¼ of Section 27, T2N, R22E, Village of Somers. <i>(For information purposes only, this property is located at Market Center Subdivision, Lots 2 of CSM #3015 fka Lot 15 in Somers Market Center)</i>
5	Discuss and review Deputy Fire Chief proposal
6	Review tentative agenda for Village Board meeting on August 23, 2022
7	Adjourn

I hereby certify that as the designee of the chief elected official of the Village of Somers, I posted this notice of the August 16, 2022 Village Work Session & Agenda in 1 public place & on the Village website.

Original Post Date: August 12, 2022

Dated this 12th day of August 2022.

Brandi Baker, Clerk-Treasurer

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



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

WORK SESSION: August 16, 2022

TO: Village President Stoner and Board of Trustees

FROM: Jason J. Peters, Administrator

AGENDA ITEM: #3 Discuss Plan Commission Recommendation (Golden Oil)

- a. Request by Somers USA, LLC, 1170 22nd Avenue, Kenosha, WI 53140 (Owner), Ted Gement, BP Kenosha Travel Plaza, 1170 22nd Avenue, Kenosha, WI 53140 (Agent); for an amendment to a previously approved Conditional Use Permit to allow alcohol consumption on the premises in the B-3 Highway Business District on Tax Parcel # 82-4-222-193-0202 located in the southwest quarter of Section 19, Township 2 North, Range 22 East, Village of Somers. *For informational purposes only, this property is located on the northwest corner of the intersection of 120th Avenue (the east frontage road of I-94) and County Trunk Highway "S".*

BACKGROUND:

As you are aware, Golden Oil has relocated their headquarters from the BP Kenosha Travel Plaza at 11800 Burlington Road to their new facility at the corner of CTH E and CTH Y. This move has created extra usable space at the 11800 Burlington Road. On March 2nd, Planning and Staff met with Golden Oil to discuss their proposed use of this space. Golden Oil would like to “remodel this space into a lounge where customers can get a pizza or other food offerings that are available at the Travel Center and be able to sit in a quiet environment and enjoy their food with an alcoholic beverage.”

Staff met with Golden Oil to discuss whether this change of use would require an amendment to their Conditional Use Permit. A 2009 amendment to the Golden Oil’s development agreement specifically called out that “no consumption of alcohol shall be allowed anywhere on the premises, including the dining area”. Staff informed Golden Oil that their first step should be to request an amendment to their developer’s agreement. On March 10th, the Village received this request. The Board reviewed this request at our March 15th Work Session.

During this process Staff also reviewed Golden Oil's 2009 Conditional Use Permit for the property. This CUP listed as a condition that "absolutely no alcohol consumption (of carry-ins or on-site package purchase) is permitted on the premises" and that "No alcohol consumption on premises". Golden Oil was informed that they would also need to seek an amendment to their existing CUP.

UPDATE:

As stated above the Board initially heard Golden Oil's request for an amendment to their Development Agreement at our March 15th Work Session. At this time the Board was generally in favor of granting the request, pending the outcome of their request to the Plan Commission. The Plan Commission heard their request for an amendment to allow onsite consumption of alcohol at their August 8th meeting. The Plan Commission's recommendation was to approve their request to amend their CUP to allow alcohol consumption on the premises.

COMMENTS:

Attorney Davison has drafted an amendment to the CUP and an amendment to their existing development agreement. Administration would request that this matter be placed on our August 23rd Board Meeting Agenda for action. Administration would also request that a condition of approval be that Golden Oil submits a plan for how they will address the lighting of their current parking lot.

ATTACHMENTS:

Planning Memo dated 07/22/2021

Plan Commission Minutes – 08/11/2022 Highlighted

CUP Application

Draft of Amended CUP

Correspondence from Golden Oil

Pleasant Springs Correspondence

Draft of Amendment to Developers agreement



COUNTY OF KENOSHA

Division of Planning & Development

Andy M. Buehler, Director
Division of Planning & Development
19600 75th Street, Suite 185-3
Bristol, WI 53104-9772
(262) 857-1895

TO: Village of Somers Plan Commission
FROM: Luke Godshall, Kenosha County Planning & Development
RPT DATE: 07-22-22
MTG DATE: 08-08-22
APPLN DATE: 06-22-22

BACKGROUND:

1. Petitioner/Agent: Ted Gement, BP Kenosha Travel Plaza
2. Property Owner: Somers USA, LLC
3. Location/Address: 1170 22nd Ave.
4. Tax key Number(s): 82-4-222-193-0202
5. Area: 15.12 acres
6. Existing Zoning: B-3 Highway Business District
7. Proposed Zoning: no change proposed

OVERVIEW:

The Petitioner wishes to amend a previously approved Conditional Use Permit which included a condition that prohibited alcohol consumption anywhere on the premises, to allow a portion of the existing building interior to be remodeled for a bar/lounge area.

PLANNER COMMENTS:

The submitted application is intended to amend a Conditional Use Permit (CUP) that was approved by Kenosha County in 2009 to allow an outdoor dining area on the property. That CUP contained a condition (condition #4e.) which noted that “absolutely no alcohol consumption (of carry-ins or on-site package purchase) is permitted on the premises”. This note on the Kenosha County CUP was meant to reinforce the Town of Somers Town Board approval motion which contained 7 conditions, with condition #7 stating “No alcohol consumption on premises”.

The subject property is zoned B-3 Highway Business District, which allows bars/taverns and wine taps as a principal use.

The submitted CUP application dated June 22, 2022 includes a floor plan detailing the area to be remodeled into the proposed interior bar/lounge space, located within the northwestern corner of the existing building. The proposed bar/lounge is shown to be a total of 854 sq. ft. in area. with seating for 32 people, located entirely inside the existing building. There are no outside dining or entertainment areas proposed in conjunction with the proposed bar/lounge. The bar/lounge area would be staffed by 2 employees, as indicated in the submitted CUP application.



COUNTY OF KENOSHA

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A review of existing onsite parking spaces shows there to be 106 parking spaces. The proposed 854 sq. ft. bar/lounge area would require 10 parking spaces. The remainder of the building (gas station/store and restaurant uses) would require 94 parking spaces, bringing the total to 104 spaces needed. Existing parking is enough to accommodate the proposed and existing uses.

STAFF RECOMMENDATION:

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

1. Subject to the information and site plan contained in the submitted conditional use permit application dated June 22, 2022.
2. Subject to receiving approval of any required licenses/permits from the Village of Somers regarding the sale & consumption of alcohol on premises.
3. All other conditions contained in previously approved Conditional Use Permits for the property shall remain in effect.
4. Subject to Kenosha County zoning permit(s) being issued for any proposed structures including signage, new principal buildings or additions thereto, fences, accessory buildings, etc.
5. Subject to issuance of a revised Kenosha County Certificate of Compliance prior to opening of the bar/lounge to the public.
6. It is the responsibility of the applicant to assure and guarantee that the above conditions are fully complied with. This includes, but is not necessarily limited to, meeting conditions established herein, providing any applicable letters of credit, providing and following approved plans, obtaining permits prior to construction, making improvements, participating in coordination meetings with governmental officials, following established time frames, meeting deadlines, and providing additional information where deemed necessary. Any unauthorized deviation from the approved plans and conditions shall result in the issuance of a citation and/or applicable stop work order by the Village of Somers or other applicable agencies until the conditional use permit is brought back into compliance. Continued violation of the conditions as set forth herein shall result in a recommendation for revocation of the Conditional Use Permit.
7. Any substantial change or expansion of the submitted plan of operation shall require the applicant to re-apply for a Conditional Use Permit to the Village of Somers for its review and approval.
8. If property ownership and/or tenant shall happen to change it shall be the responsibility of the person(s) that signed these conditions to notify the new owner and/or tenant of all above stated conditions of approval.
9. It is the total responsibility of the petitioner to assure and guarantee that the above stated conditions are fully complied with. Any deviation from the approved plans and conditions shall result in the issuance of a citation and associated stop work order until the project is brought back into compliance. Continuance of the project shall result in a recommendation for revocation of the Conditional Use Permit.

Attachment:

- Kenosha County Conditional Use Permit (approved Sept. 9, 2009) & Town of Somers Town Board meeting minutes (dated Aug. 11, 2009).

2. Somers USA LLC, 1840 Beloit Avenue, Janesville, WI 53546 (Owner) requesting an amendment to a Conditional Use Permit (approved March 12, 2006) to allow outdoor dining in the B-3 Highway Business District on Tax Parcel #80-4-222-193-0202 located in the southwest quarter of Section 19, Township 2 North, Range 22 East, Town of Somers. For informational purposes only, this property is located on the northwest corner of the intersection of 120th Avenue (the east frontage road of I-94) and County Trunk Highway "S".

July 15, 2009	DATE FILED
September 9, 2009	DATE OF HEARING
August 27 and September 1, 2009	DATES PUBLISHED
August 26, 2009	DATE NOTICES MAILED
\$750.00	FEE PAID
N/A	DATE SENT TO COUNTY BOARD
Somers	TOWNSHIP
September 9, 2009 – Approved	PLANNING & ZONING COMM. ACTION
N/A	COUNTY BOARD ACTION
N/A	COUNTY EXECUTIVE ACTION
September 11, 2009	DATE TOWN CLERK NOTIFIED
September 11, 2009	DATE PETITIONER NOTIFIED



COUNTY OF KENOSHA

Department of Planning and Development

George E. Melcher, Director

19600 - 75th Street, Post Office Box 520

Bristol, WI 53104-0520

Telephone: (262) 857-1895

Facsimile: (262) 857-1920

September 11, 2009

Somers USA, LLC
1840 Beloit Avenue
Janesville WI 53546

Dear Mr. Gement:

On Wednesday, September 9, 2009, the Land Use Committee of the Kenosha County Board of Supervisors approved your request for an amendment to a Conditional Use Permit (approved March 12, 2006) to allow outdoor dining in the B-3 Highway Business District on Tax Parcel #80-4-222-193-0202, located in the Town of Somers.

Your request is approved, subject to the conditions as signed by you at the meeting. A copy of these conditions is enclosed, and it is your responsibility to see that they are complied with.

Should you have any questions or comments, please feel free to contact Mr. John F. Roth of this office.

Sincerely,

GEORGE E. MELCHER, Director
Planning and Development

GEM:JFR:aa

Enclosure

cc: Somers Town Clerk



COUNTY OF KENOSHA

Department of Planning and Development

George E. Melcher, Director

19600 - 75th Street, Post Office Box 520

Bristol, Wisconsin 53104-0520

Telephone: (262) 857-1895

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CONDITIONS OF APPROVAL

**SOMERS USA LLC (OWNER), TED GEMENT (AGENT),
REQUESTING AN AMENDMENT TO A PREVIOUSLY APPROVED CONDITIONAL USE PERMIT
TO ALLOW OUTDOOR DINING
IN THE B-3 HIGHWAY BUSINESS DISTRICT
TAX PARCEL #80-4-222-193-0202
SOUTHWEST QUARTER OF SECTION 19
TOWN OF SOMERS**

1. **All other conditions of approval (Exhibit A, attached) remain in effect.**
2. Subject to the application stamped received by the office of Planning and Development on July 15, 2009 and all corresponding plans and attachments.
3. Subject to that approved by the Town of Somers Town Board on August 11, 2009 (Exhibit B, attached).
4. Subject to the conditions present in the Kenosha County General Zoning and Shoreland/Floodplain Zoning Ordinance Section 12.29-8(b)106(a) a thru e; Restaurants with outdoor dining in the B-3 District (shown below):
 - a. A site plan shall be submitted showing all proposed outdoor use areas including parking, landscaping and the location of existing structures.
 - b. Hours of use may be limited to prevent disturbance to abutting property owners.

Note: Use of the approved outdoor dining area is approved for the following hours:

5 AM - 10 PM (Sunday through Thursday)

7 AM - 11 PM (Friday through Saturday)

- c. Lighting may be limited to prevent disturbance to abutting property owners.

Note: No outside lighting other than that lighting previously approved for the premises shall be incorporated into the site.

- d. There shall be no outside music speakers or live music.
- e. Any approval granted must be in conformance with the restrictions of the liquor license issued for the establishment.

Note: Absolutely no alcohol consumption (of carry-ins or on-site package purchase) is permitted on the premises.

5. Any change of the submitted plan of operation, change in use, and/or proposed addition(s) to any existing principal building(s), or proposed new principal building(s) shall require the petitioner to reapply for a Conditional Use Permit to the Kenosha County Land Use Committee for its review and approval.

6. It is the total responsibility of the petitioner to assure and guarantee that the above stated conditions are fully complied with. Any deviation from the approved plans and conditions shall result in the issuance of a citation and associated stop work order until such time as the project is brought back into compliance. Continuance of the project shall result in a recommendation for revocation of the Conditional Use Permit.
7. If property ownership shall happen to change then it is the responsibility of the person(s) that signed these conditions to notify new owner of all above stated conditions of approval. Any changes or deviations from the above referenced approved plans will require additional review and approval and will be subject to additional fees by Planning and Development.

I have read and understand the above conditions and hereby agree that I am willing to comply with them.

PRINT NAME: Y TED GEMENT DATE: 9-9-09

SIGNATURE: ✓ Ted Gement

PRINT NAME: _____ DATE: _____

SIGNATURE: _____

- EXHIBIT "B"

TOWN OF SOMERS
DRAFT MINUTES of the REGULAR MEETING
August 11, 2009

The Regular Meeting of the Somers Town Board was called to order at 7 p.m. by Chairman James Smith.

Present: Chairman James Smith, Supervisors Fred Loomis, Vern Wienke, Ben Harbach & Al Ferber. Also present: Administrator William Morris, Attorney Jeff Davison & Clerk-Treasurer Timothy Kitzman.

All stood for the Pledge of Allegiance.

Minutes & Vouchers

Motion by Sup. Ferber to approve Minutes of Work Sessions on July 9 & 21, 2009, Town Board meeting on July 28, 2009; Building Report, Financial Reports & Vouchers for payment, seconded by Sup. Wienke. Motion carried 5-0.

Correspondence

Chairman Smith placed the following correspondence on file:

- a) WI Department of Revenue re Notice of July 27 State Aid Payments
- b) KABA Legislative Breakfast on August 21
- c) KABA Reception on August 26 for UW-Parkside Chancellor Dr. Deborah Ford

Citizen's Comments

Supervisor's Comments

The Board took up item #12.

Authorize SOARR (Supporting Opportunities in Advancing Renewable Resources) Project at Fire Station #2

Motion by Sup. Wienke to accept SOARR project at Fire Station #2 subject to review and acceptance of documents by Town Attorney before execution, second by Sup. Harbach. Motion carried 5-0.

Review Plan Commission Recommendations:

- a) Public hearing and action on request by Town of Somers, P.O. Box 197, Somers, WI (Sponsor), Berwick Properties, Inc. 4011 80th Street, Kenosha, WI (Owner) to rezone from R-9 Multiple Family Residential District to I-1 Institutional District on part of tax parcel #80-4-222-151-0560, located in the northeast quarter of Section 15, Township 2 North, Range 22 East, Town of Somers, Kenosha County, Wisconsin. For informational purposes only, this property is located on the south side of CTH "E" (12th Street) approximately ¼ mile west of STH 31 (Green Bay Road) and just east of the Pike Creek.

Motion by Sup. Loomis to concur with the Plan Commission and approve rezoning, second by Sup. Harbach. Motion carried 5-0.

b) Monument Sign approval for Dejno's, Inc., 5670 Green Bay Road, Kenosha, WI 53144. This property is located on the north side of County Trunk Highway "S" (38th Street) approximately ½ mile east of the intersection of County Trunk Highway "EA" (72nd Avenue).

No action as this item was tabled by the Plan Commission.

c) Public hearing and action on request from Golden Oil-Somers USA LLC, 1840 Beloit Avenue, Janesville WI, (Owner), requesting an amendment to current Conditional Use Permit to allow outdoor dining on Tax Parcel #80-4-222-193-0200 located in the southwest quarter of Section 19, Township 2 North, Range 22 East, Town of Somers, Kenosha County, Wisconsin. For informational purposes only, this property is located on the northeast corner of the intersection of I-94 and CTH "S".

Motion by Sup. Harbach to concur with the Plan Commission and approve amendment to current Conditional Use Permit subject to the following 7 conditions: 1. Dining area to will be enclosed by a wrought-iron fence. 2. 3 to 4 planters on the outside of fence or integrated with fence containing flower or shrubs with a minimum size of 30" in diameter. 3. No outside music. 4. No outside lighting. 5. No backing into parking stalls if front of dining area. 6. 4' access between tables for wheel chair accessibility. 7. No alcohol consumption on premises; second by Sup. Loomis. Motion carried 5-0.

Approve appointment of Barb Willkomm to the Park Commission

Motion by Sup. Ferber to approve appointment of Barb Willkomm to the Park Commission, second by Sup. Harbach. Motion carried 5-0.

Approve Amended Developer's Agreement between Town of Somers and Developer for Willow Creek Condominiums

Motion by Sup. Harbach to approve Amended Developer's Agreement between Town of Somers and Developer for Willow Creek Condominiums, second by Sup. Ferber. Motion carried 5-0.

Action on proposed Resolution No. 09-012 Acceptance of Bradford Corporation/ Somers Market Center Infrastructure

Motion by Sup. Wienke to adopt Resolution No. 09-012 Acceptance of Bradford Corporation/ Somers Market Center Infrastructure, second by Sup. Loomis. Motion carried 5-0.

Action on proposed Resolution No. 09-013 Budget Resolution 2009

Motion by Sup. Harbach to adopt Resolution No. 09-013 Budget Resolution 2009, second by Sup. Wienke. Motion carried 5-0.

Award Bid for Public Works Marshalling Yard Fence

Motion by Sup. Wienke to award bid to American Fence in the amount of \$14,877.00, second by Sup. Harbach. Sup. Wienke & Harbach withdrew their motion. Motion by Sup. Wienke to table for 2 weeks, second by Sup. Harbach. Motion carried 5-0.

Action on Proposed Ordinance No. 09-007 to Repeal & Recreate Section 5.14 of the Code of Ordinances of the Town of Somers Relating to Rescue Squad Fees Established

Motion by Sup. Loomis to waive the first reading, second by Sup. Wienke. Motion carried 5-0. Motion by Sup. Loomis to adopt Ordinance No. 09-007 to Repeal & Recreate Section 5.14 of the Code of Ordinances of the Town of Somers Relating to Rescue Squad Fees Established, second by Sup. Wienke. Motion carried 5-0.

Approve Claims Policy

Motion by Sup. Wienke to approve Claims Policy, second by Sup. Loomis. Motion carried 5-0.

Approval of Temporary "Class B" Fermented Malt Beverage & Wine licenses for Hawthorn Hollow Nature Sanctuary, 880 Green Bay Road, on August 14 & September 5, 2009 and waiver of fees

Motion by Sup. Harbach to grant Temporary Class B Fermented Malt Beverage & Wine Licenses to Hawthorn Hollow Nature Sanctuary, 880 Green Bay Road, on August 14 & September 5, 2009 and waive the fees, second by Sup. Ferber. Motion carried 4-1 with Chairman Smith voting nay.

Public Hearing & Action on Original "Class B" Combination Fermented Malt Beverage & Liquor License application for Lakeside Lounge, 1091 Sheridan Road, Kenosha, WI 53144, Samira Gonzales, Agent

Motion by Sup. Loomis to deny based the following 5 reasons:

Approval of Operator licenses: Amanda J. Fellows, Stephanie A. Koser, Benjamin Michaelis, Justin D. Traugher. Temporary: Joe Fonk

Motion by Sup. Loomis to grant operators licenses to Amanda J. Fellows, Stephanie A. Koser, Benjamin Michaelis, Justin D. Traugher, and a Temporary license to Joe Fonk, second by Sup. Harbach. Motion carried 5-0.

Adjournment

There being no further business, the meeting was adjourned at 7:58 p.m.

Submitted by
Timothy Kitzman, Clerk-Treasurer

These minutes are not official until approved by the Town Board



Village of Somers Proceeding from the Village Plan Commission Meeting August 8, 2022

1. Call to Order

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

Present: Chairman George Stoner, as well as Commissioners Aiello, Boxx, Lee, and Grimes. Commissioners Fredrick and Gardinier had excused absences.

Staff Present in person: Assistant to the Administrator Cassandra Bodenbach and Administrator Jason Peters via Teams

Kenosha County Planners: Luke Godshall via Teams

2. Pledge of Allegiance

Chairman Stoner led everyone in stating the Pledge of Allegiance.

3. Approve Minutes of July 11, 2022

Commissioner Boxx moved to approve to the Minutes from the July 11th Meeting. Seconded by Commissioner Aiello. Motion carried. 5-0 vote.

4. Correspondence

None.

5. Citizen Comments

None.

6. Conditional Use Permit:

Public Hearing and Action on Request by: Somers USA, LLC, 1170 22nd Avenue, Kenosha, WI 53140 (Owner), Ted Gement, BP Kenosha Travel Plaza, 1170 22nd Avenue, Kenosha, WI 53140 (Agent); requesting an amendment to a previously approved Conditional Use Permit to allow alcohol consumption on the premises in the B-3 Highway Business District on Tax Parcel # 82-4-222-193-0202 located in the southwest quarter of Section 19, Township 2 North, Range 22 East, Village of Somers. For informational purposes only, this property is located on the northwest corner of the intersection of 120th Avenue (the east frontage road of I-94) and County Trunk Highway "S".

Public Hearing was opened at 5:31 p.m.

Public Comment:

None.

Public Hearing was closed at 5:31 p.m.

Commissioner Boxx moved to approve an amendment to a previously approved Conditional Use Permit to allow alcohol consumption on the premises in the B-3 Highway Business District. Seconded by Aiello.

Commissioner's Discussion:

The lights surrounding the building were mentioned as they are not shielded enough on the property and are blinding from the north. The owner of the property reassured the commission that it will be taken care of

He also wanted to point out that the serving of alcohol will not change the environment of the establishment. It will be low-key, have limited hours, and not a typical bar atmosphere.

Motion passed 5-0 vote.

7. Site Plan Review & Exterior Fenestration:

Action o request by: RCG SOMERS LLC, 3060 Peachtree Rd NW Ste 400, Atlanta, GA 30305 (owner), Jeana Kedrowski, ISG, Inc., 7900 International Drive, Ste 550, Bloomington, MN 55425 (Agent), requests approval of a site plan and exterior fenestration for a proposed car wash on Tax Parcel 82-4-222-271-0339, located in the NE ¼ of Section 27, T2N, R22E, Village of Somers.

Commissioner Boxx moved to approve site plan and exterior fenestration for a proposed car wash. Seconded by Aeillo.

Commissioner's Discussion:

All of the commissioners agreed there is concern for the traffic patterns and flow. However, Commissioner Boxx stated the development fits nicely in that area and is a good use of the property.

Commissioner Stoner and Administrator Peters pointed out the issues we have had in maintaining the roads and easements and they will not be an issue in the future. RCG must maintain the property.

Motion passed 5-0 vote.

8. Adjourn

Commissioner Boxx moved to adjourn at 5:43 p.m. Seconded by Aiello.

Motion carried. 5-0 vote.

Drafted this 9th day of August 2022. These minutes are not official until approved by the Plan Commission. Submitted by Cassandra Bodenbach, Assistant to the Village Administrator



May 2015

VILLAGE OF SOMERS

Department of Planning & Development

RECEIVED

JUN 22 2022

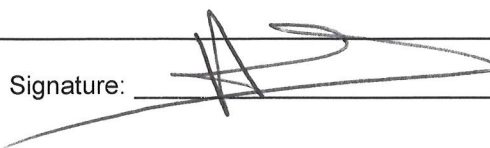
CONDITIONAL USE PERMIT APPLICATION

Kenosha County
Planning and Development

(a) Property Owner's Name:

Parveen Bhardwaj

Print Name: Parveen Bhardwaj

Signature: 

Mailing Address: 1170 22nd Ave

City: Kenosha

State: WI

Zip: 53140

Phone Number: 262-425-1675

E-mail (optional): paul@goldenoilcompany.com

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: Ted Gement

Signature: 

Business Name: BP Kenosha Travel Plaza

Mailing Address: 1170 22nd Ave

City: Kenosha

State: WI

Zip: 53140

Phone Number: 262-554-1085

E-mail (optional): ted@goldenoilcompany.com

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

Print Name: _____

Signature: _____

Business Name: _____

Mailing Address: _____

City: _____

State: _____

Zip: _____

Phone Number: _____

E-mail (optional): _____

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

Print Name: _____

Signature: _____

Business Name: _____

Mailing Address: _____

City: _____

State: _____

Zip: _____

Phone Number: _____

E-mail (optional): _____

CONDITIONAL USE PERMIT APPLICATION

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

82-4-222-193-0202

Address of the subject site:

11800 Burlington Road, Kenosha, WI. 53144

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

Type of structure:

Brick Building

Proposed operation or use of the structure or site:

Lounge for food and drink consumption. No food will be made in this area. It will be made in the kitchens in other areas of the store and delivered back to the lounge. Limited selection of liquor and beer as well as limited hours

Number of employees (by shift): 2

Hours of Operation: TBD

Any outdoor entertainment? If so, please explain: no

Any outdoor storage? If so, please explain: no

Zoning district of the property: B-3

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

CONDITIONAL USE PERMIT APPLICATION

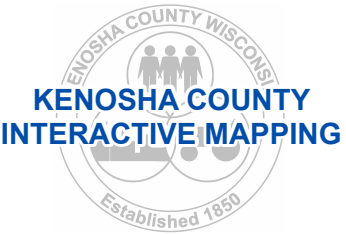
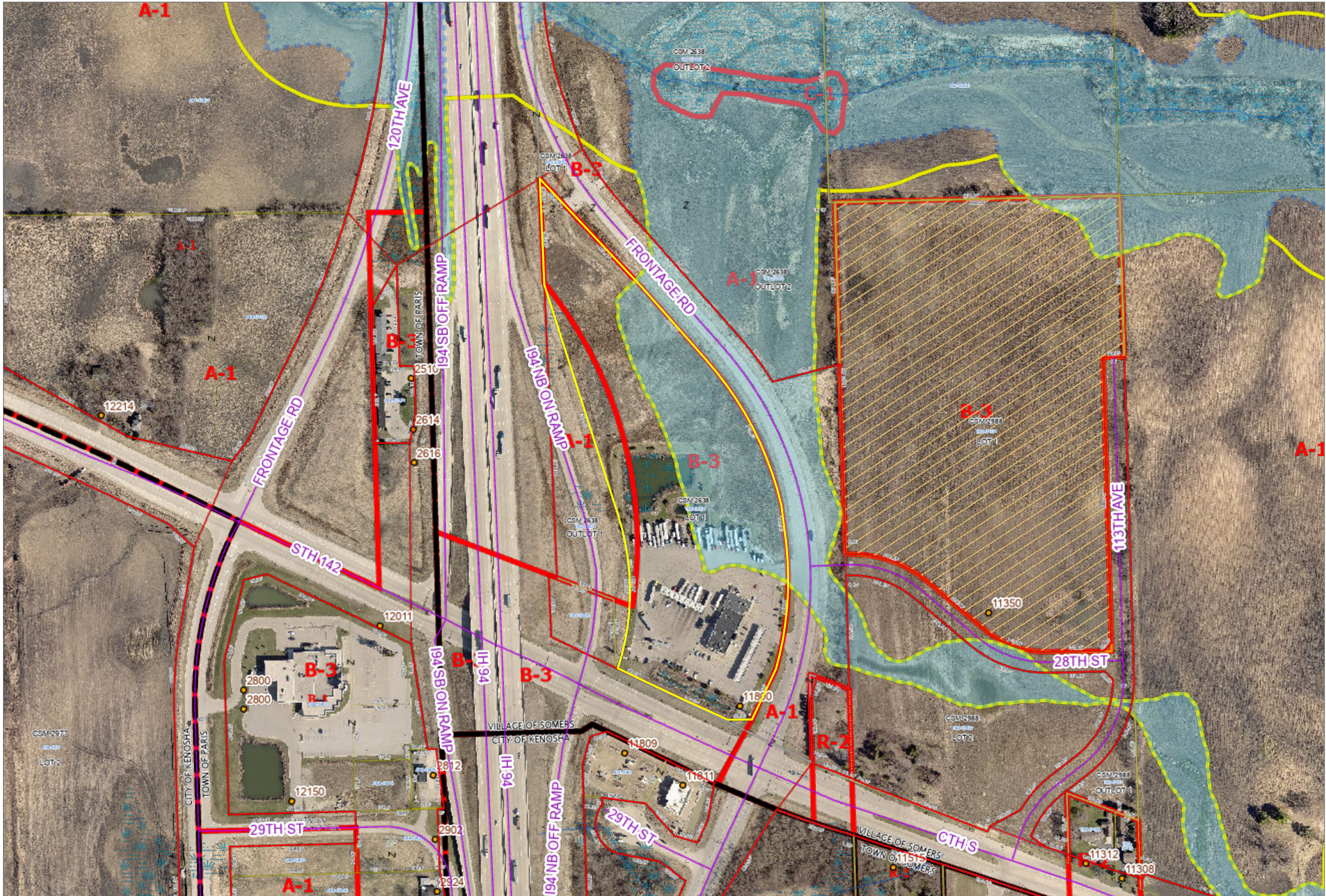
For conditional use permit applications that are made within shoreland and floodland areas, such description shall also include information that is necessary for the Village Plan Commission to determine whether the proposed development will hamper flood flows, impair floodplain storage capacity, or cause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

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

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

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

(For other fees see the Fee Schedule)



1 Inch = 300 Feet

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 or errors contained. If discrepancies are found, please contact Kenosha County.

Date Printed: 6/22/2022



1 Inch =50 Feet
Date Printed: 6/22/2022



CONDITIONAL USE PERMIT

Document Number

Document Title

Effective Date: _____

The Village Board of the Village of Somers, Kenosha County, Wisconsin, hereby grants to the owners and lessees of the following referenced parcel, described with more particularity on the legal description attached hereto and incorporated herein by reference, the right for the owners, their lessees, agents or representatives, to utilize the real property known as 11800 Burlington Road, Kenosha, Wisconsin 53144, for all allowed uses in the B-3 "Business District" and to operate an outside dining area, subject to the following conditions:

Recording Area

Name and Return Address

Davison Law Office, Ltd.
1207 55th Street
Kenosha, WI 53140

1. This Conditional Use Permit is subject to the application of the owner, Somers USA, LLC, for such purpose on file in the office of the Clerk/Treasurer for the Village of Somers dated the 15th day of July, 2009.
2. There shall be no outside storage of any kind.
3. All tires, equipment and other personal property shall be stored inside a building.
4. Any expansion of the conditional use granted herein shall occur only following review by and by consent of the Village Board.
5. Subject to the conditions present in the Village of Somers General Zoning and Shoreland/Floodplain Zoning Ordinance including the following:
 - (a) All servicing and repair work shall be within an enclosed structure. Repair materials, new, used or junk parts shall not be stored outside unless the storage area has a solid masonry enclosure matching the building with solid gates. Fences shall be of uniform design and height and be properly maintained for aesthetic purposes.
 - (b) Lights shall not be beamed directly onto adjoining property.
 - (c) The hours of use may be limited to prevent disturbance to abutting property owners. The undersigned agrees to limit the hours of operations of the outdoor dining area of the premises to Sunday through Thursday from 5:00 a.m. to 10:00 p.m. and Friday through Saturday from 7:00 a.m. to 11:00 p.m.

82-4-222-193-0202

Parcel Identification Number (PIN)

- (d) There shall be no outside music speakers or live music.
 - (e) Any approval granted must be in conformance with the restrictions of any liquor license issued for the establishment.
6. This Conditional Use Permit (CUP) shall replace and supersede all prior CUPs for the Property including, but not limited to, that certain CUP issued by Kenosha County on September 9, 2009.
 7. Subject to Section 12.08-2 of the Village of Somers General Zoning and Shoreland/Floodplain Zoning Ordinance; Site Plan Review.
 8. Subject to Section III.G. of the Village of Somers General Zoning and Shoreland/Floodplain Zoning Ordinance; General Land Use Regulations, Traffic, Parking and Access.
 9. Subject to compliance with Chapter 18 of the Village of Somers municipal code.
 10. All existing landscape components shall be kept in a neat and trimmed condition. If components of said landscaping plan become damaged, destroyed or dead then said component(s) shall be replaced within thirty (30) business days.
 11. Subject to any dumpster locations being appropriately enclosed by a masonry matching the building and/or screened from view from street right-of-ways and adjacent residential uses per Section 12.08-2(a)15 of the Village of Somers General Zoning and Shoreland/Floodplain Zoning Ordinance.
 12. A zoning permit shall be applied for and issued by the Department of Planning and Development prior to commencing construction of any structures (building, fences, decks, signage, etc.).
 13. Pursuant to Section 12.29-5(k) of the Village of Somers General Zoning and Shoreland Floodplain Zoning Ordinance, this Conditional Use Permit shall not be valid unless recorded with the office of the Kenosha County Register of Deeds within five (5) days after the issuance of the permit. Any recording fees shall be paid by the applicant.
 14. It is the responsibility of the petitioner to assure and guarantee that the above conditions are fully complied with. This includes, but is not necessarily limited to, meeting conditions established herein, providing any applicable letters of credit, providing and following approved plans, obtaining permits prior to construction, making improvements, participating in coordination meetings with governmental officials, following established time frames, meeting deadlines, and providing additional information where deemed necessary. Any unauthorized deviation from the approved plans and conditions shall result in the issuance of a citation and/or applicable stop work order by the Village of Somers or other applicable agencies until such time as the Conditional Use Permit is brought back into compliance.

Confirmed violation of the conditions, as set forth herein shall result in a recommendation for revocation of the Conditional Use Permit.

15. Any substantial change or expansion of the submitted plan of operation, i.e. new buildings and/or change in use, shall require the petitioner to reapply for a Conditional Use Permit to the Village of Somers for its review and approval.
16. The undersigned shall fully cooperate with any law enforcement personnel performing inquiries or investigations. Any substantial change or expansion of the submitted plan of operation (i.e. expansion of the proposed outside dining area or addition of new outside dining areas) shall require the applicant to reapply for a Conditional Use Permit to the Village of Somers for its review and approval.
17. There shall be no alcohol on any portion of the premises which comprises the exterior seating area as depicted on the attached Exhibit "B" or on any other portion of the premises which is not licensed for alcohol consumption or sale.
18. No person under the age of 21 shall be allowed to be in the alcohol licensed portion of the subject premises unless accompanied by their parent or by their spouse who is 21 years of age or older. Security measures for the premises to be approved by the Village Building Inspector and Kenosha County Sheriff's Department.
19. The area to be utilized for outdoor seating area shall be as depicted on the attached Exhibit "B" which is incorporated by reference. This area shall be enclosed by a fence approved by the Village Administrator and shall be accessible only from the interior of the licensed premises. Provisions shall be made for an emergency exit from the enclosed area, which access shall be kept closed at all times other than in an emergency.
20. If the property ownership and/or tenant shall happen to change, then it is the responsibility of the person(s) that signed these conditions to notify the new owner and/or tenant of all above-stated conditions of approval. Any new owner and/or tenant must contact the Village of Somers to discuss use and obtain a certificate of compliance.
21. That this Conditional Use Permit shall be construed as a covenant running with the land and shall be binding upon the undersigned owners, lessees, and/or their successors and assigns. In the event that property ownership and/or ownership of the business of the lessees changes, then it shall be the responsibility of the person(s) that executed these conditions to notify such new owner(s) and/or lessee(s) of all of the conditions stated herein.
22. In the event that there are any violations of the conditions stated herein, or other violations of the Village of Somers General Zoning and Shoreland/Floodplain Zoning Ordinances, then, upon written notice to the undersigned, the Village Board shall review such alleged violation(s) and may revoke, modify or amend the conditions stated herein.

EXHIBIT "A"

Lot 1 of Certified Survey Map No. 2638, recorded in the Kenosha County Register of Deeds office on September 2, 2008 as Document No. 1566900; Together with Affidavit of Correction recorded in said Register's office on March 13, 2009 as Document No. 1582100; being located in a part of the fractional Northwest 1/4 and fractional Southwest 1/4, Section 19, Town 2 North, Range 22 East of the Fourth Principal Meridian; said land lying and being in the Village of Somers, Kenosha County, Wisconsin.

Address: 11800 Burlington Road

Tax Key No. 82-4-222-193-0202

Jason Peters

From: Ted <ted@goldenoilcompany.com>
Sent: Wednesday, March 9, 2022 12:55 PM
To: Jason Peters
Cc: Paul Bhardwaj
Subject: FW: BP Kenosha Travel Plaza
Attachments: Class B license request.pdf; Letter for Golden Oil standing.pdf

Jason,

Can you please distribute this to all your board members and please contact me when they are ready to move forward.

Thanks Ted,

To all board members

My name is Ted Gement and I am acting as an agent for BP Kenosha Travel Plaza at 11800 Burlington Road. We currently have about 900 square feet of empty space that used to be occupied by our corporate offices that moved to 22nd Ave & Hwy E when we completed our new building. We would like to remodel this space into a lounge where customers can get a pizza or other food offerings that are available at our Travel Center and be able to sit in a quiet environment and enjoy their food with an alcoholic beverage. This is not an effort to open a bar at our location just a place for people to relax and enjoy their meal. It will have limited refreshments available and will also have limited hours. Both of our competitors on Hwy 20 and I-94 currently enjoy this benefit. We are a responsible business that has not had any major problems in the 13 years that we have been open. We are requesting that the board modify our Developers Agreement where it references no alcoholic beverages be served on the property so we would be able to apply for a class B license in order to proceed with our project. I have included a copy of the Class B request as well as a letter from Pleasant Springs addressing our status as a good neighbor in their community. Any questions please feel free to contact me

Thanks Ted,

Ted Gement

Sales Manager
Golden Oil Company

Direct 262-425-1500 Ext 2005
Cell 262-554-1085
Fax 262-854-5036
Email ted@goldenoilcompany.com
Web www.goldenoilcompany.com



DAVID PFEIFFER, Town
Chairperson
1838 Oakview Dr
Stoughton WI 53589
Ph: 608-873-0880

DANA STADLER, Supervisor 1
1813 Skyline Dr
Stoughton WI 53589
Ph: 608-492-0095

ERIC OLSON, Supervisor 2
3044 Shadyside Dr
Stoughton WI 53589
Ph: 608-873-1834

TOWN OF PLEASANT SPRINGS

Dane County

Pleasant Springs Town Hall
2354 County Rd N
Stoughton WI 53589-2873
Tel. (608)873-3063
Fax: 877-9444

Email: clerktreasurer@pleasantsprings.org

JAY DAMKOEHLER, Supervisor 3
2663 CTH B
Stoughton WI 53589
Ph: 608-205-8578

JANIECE BOLENDER, Supervisor 4
1970 Rinden Road
Cottage Grove, WI 53527
Ph: 608-877-1936

MARIA HOUGAN, Clerk/Treasurer
2354 County Rd N
Stoughton WI 53589
Ph: 608-873-3063

March 8, 2022

Village & Town of Somers
P.O. Box 197
Somers WI 53171

To Whom It May Concern,

Golden Oil developed a commercial property in 2018 in the Town of Pleasant Springs. Since then, there have been no complaints or problems that have been presented to the township.

Sincerely,

Laura Trotter
Deputy Clerk/Treasurer

**SECOND AMENDMENT TO DEVELOPER'S AGREEMENT
BETWEEN THE VILLAGE OF SOMERS
AND GOLDEN OIL CO., INC. AND SOMERS USA, LLC**

WITNESS THIS AGREEMENT made and entered into this ____ day of April, 2022, by and between the VILLAGE OF SOMERS, Kenosha County, Wisconsin, the VILLAGE OF SOMERS UTILITY DISTRICT ("District") and the VILLAGE OF SOMERS WATER UTILITY ("Utility") (the Village of Somers, the Utility and the District are hereinafter collectively referred to as the "Village") and GOLDEN OIL CO., INC., a corporation duly organized and existing under the laws of the State of Wisconsin and SOMERS USA, LLC, a limited liability company duly organized and existing under the laws of the State of Wisconsin (collectively referred to herein as the "Developer").

WHEREAS, the Town of Somers, now Village of Somers, and the Developer have entered into a Developer's Agreement dated August 15, 2008, which Agreement was recorded in the office of the Register of Deeds for Kenosha County, Wisconsin, on September 16, 2008, as Document No. 1567975 for the development of certain real property described with more particularity as follows:

INSERT NEW LEGAL DESCRIPTION

Tax Key No. 82-4-222-193-0202

WHEREAS, the Developer has requested a second amendment to the current uses at the subject property so as to allow for the issuance of a "Class B" and Class "B" Liquor License ("a Tavern License") for the sale and consumption of liquor on a certain portion of the subject property as is specified herein to be leased to a new tenant (a second tenant); and

WHEREAS, the Developer's tenant (the first tenant) currently has been issued by the Village a Class "A" Beer License "Class A" Liquor License for a portion of the subject property (a "Carryout License") for the sale of fermented malt beverages and intoxicating liquors on a portion of the subject property which is separate and apart from the area which is the subject of the Developer's request for a licensee (the second tenant) to be allowed to obtain a Tavern License; and

WHEREAS, the Village Board hereby approves the amendment to the uses to be allowed on the subject property subject to the following terms and conditions:

- (1) Use of the area sought to be utilized for the sale and consumption of any alcoholic beverages shall be subject to the issuance of appropriate licenses by the Village Board annually. Nothing in this Amendment grants to the Developer any license for the sale or consumption of alcohol beverages on any portion of the subject property. Any applicant utilizing any portion of the subject property shall be subject to the laws and regulations imposed by the State of Wisconsin and the

Developer's Initials _____

Village of Somers concerning the issuance, operation and renewal of any such License(s) including, but not limited to, Chapter 125 of the Wisconsin Statutes, regulations promulgated by the Wisconsin Department of Revenue and Chapter 11 of the Code of Ordinances of the Village of Somers; and

- (2) In the event that a Lessee of the Developer obtains a license for the sale and consumption of "Class B" Alcoholic Beverages for the subject property, the area where alcohol beverages shall be dispensed and consumed shall be only that area which is described in the attached Exhibit "A" which is incorporated herein by reference. The storage of alcoholic beverage shall be confined to that area described on the attached Exhibit "A"; and
- (3) If at any time alcohol beverages are sold and consumed on the subject property a licensed operator ("Licensed Bartender") who is an employee of the licensee shall be personally present within the area so designated. It will not be sufficient to have a licensed operator present elsewhere within the building. Each licensee must have personally present within the area granted a license a licensed operator. For purposes of clarification, a licensed operator who is overseeing the sale of fermented malt beverages under the Carryout License issued to the subject property would not constitute the personal presence of a licensed operator in the Tavern License portion of the property and visa versa; and
- (4) No live music shall be allowed at any time. No cabaret license is issued to any portion of the subject property by virtue of this Second Amendment; and
- (5) The Developer may place proper signage advertising the sale and consumption of alcoholic beverages within the interior of the building. However, any signage on the subject property which is on the exterior of either the building or elsewhere on the property must comply with all elements of the Village Code of Ordinances pertaining to signs; and
- (6) No consumption of alcohol beverages of any type shall be allowed anywhere on the subject premises including the outdoor dining area other than in a licensed area; and
- (7) Upon violation of any law or ordinance adopted State Statute which results in the suspension, revocation or non-renewal of one or more alcohol beverage licenses issued to the subject property, the Village may, upon ten (10) days written notice, immediately revoke this Second Amendment to the Developer's Agreement.

In all other respects, all provisions of the Developer's Agreement between the parties hereto dated August 15, 2008 and the First Amendment to the Developer's Agreement between the parties dated August 18, 2009 shall remain in full force and effect as if fully stated herein; and

Developer's Initials _____

Attest: _____
Brandi Baker, Deputy Clerk/Treasurer

STATE OF WISCONSIN)
) ss.
COUNTY OF KENOSHA)

Personally came before me this ____ day of _____, 2022, the above named George Stoner, as President and Brandi Baker, as Deputy Clerk/Treasurer of the Village of Somers, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Printed Name: _____
Notary Public; State of Wisconsin
My commission expires_____.

Printed Name: _____
Notary Public; State of Wisconsin
My commission expires _____.

Developer's Initials

Page 3

(Rev. 3/24/22)

DAVISON LAW OFFICE, LTD.

1207 55th Street, Kenosha, Wisconsin 53140

Telephone No. (262) 657-5165 Fax No. (262) 657-5517 Email: dmltd@sbcglobal.net

32 of 91

DEVELOPER
Golden Oil Co., Inc.

By: _____
Printed Name: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2022, the above _____
_____ on behalf of Golden Oil Co., Inc., to me known to be the
person who executed the foregoing instrument and acknowledged the same.

Printed Name: _____
Notary Public; _____ County, WI
My commission expires _____.

Somers USA, LLC

By: _____
Printed Name: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2022, the above _____
_____ on behalf of Somers USA, LLC, to me known to be the
person who executed the foregoing instrument and acknowledged the same.

Printed Name: _____
Notary Public; _____ County, WI
My commission expires _____.

Developer's Initials _____

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

WORK SESSION: August 16, 2022

TO: Village President Stoner and Board of Trustees

FROM: Jason J. Peters, Administrator

AGENDA ITEM: #4 Discuss Plan Commission Recommendation (Mister Carwash):

- a. Request by: RCG SOMERS LLC, 3060 Peachtree Rd NW Ste 400, Atlanta, GA 30305 (owner), Jeana Kedrowski, ISG, Inc., 7900 International Drive, Ste 550, Bloomington, MN 55425 (Agent), for approval of a site plan and exterior fenestration for a proposed car wash on Tax Parcel 82-4-222-271-0339, located in the NE ¼ of Section 27, T2N, R22E, Village of Somers.
(For information purposes only, this property is located at Market Center Subdivision, Lots 2 of CSM #3015 fka Lot 15 in Somers Market Center)

BACKGROUND:

In early May, the Village was approached by ISG, Inc. regarding the possibility of bringing a Mister Carwash to Somers Market Center. The site they are interested in developing is due west of the new Chipotle restaurant currently under construction. This 2.1-acre parcel was created by a CSM when Chipotle split the former Lot 15. The project would include a 5,460 sq. ft. Mister Car Wash single-bay automatic car wash building with 22 exterior vacuum stalls. The parcel is currently zoned B-4 Planned Business Dist. w/ PUD Planned Unit Development Overlay Dist. Mister Carwash would only need site plan and exterior fenestration approval as no zoning change would be required for the project to move forward.

UPDATE:

Plan Commission reviewed this request at their August 8th meeting. The Plan Commission's recommendation (5-0) was to recommend approval of the site plan and exterior fenestration.

COMMENTS:

Attorney Davison has drafted a proposed development agreement with Mister Carwash. At this time, Mister Carwash still needs to provide their Airport Overlay approval and their plans need to be reviewed by Engineering. Administration is seeking input from the Board, as to whether this matter shall be placed on our August 23rd Board Meeting Agenda.

ATTACHMENTS:

Planning Memo dated 07/22/2022

Plan Commission Minutes – 08/11/2022 Highlighted

Transmittal Letter

Site Plan Checklist

Site Plans

Elevations

Stacking Exhibit

Draft of Developers Agreement



COUNTY OF KENOSHA

Division of Planning & Development

Andy M. Buehler, Director
Division of Planning & Development
19600 75th Street, Suite 185-3
Bristol, WI 53104-9772
(262) 857-1895

TO: Village of Somers Plan Commission
FROM: Luke Godshall, Kenosha County Planning & Development
RPT DATE: 07-22-22
MTG DATE: 08-08-22
APPLN DATE: 06-23-22
RE: Mister Car Wash

BACKGROUND:

1. Petitioner/Agent: Emma Skidmore, Project Manager – CWP West Corp., A Delaware Corporation
2. Property Owner: RCG-Somers, LLC
3. Location/Address: Lot 2 of CSM #3015 (fka Lot 15 in Somers Market Center).
4. Tax key Number(s): 82-4-222-271-0339
5. Area: 2.10 acres
6. Existing Zoning: B-4 Planned Business Dist. w/ PUD Planned Unit Development Overlay Dist.
7. Proposed Zoning: no change proposed

OVERVIEW:

The Petitioner proposes to develop tax parcel #82-4-222-271-0339 in Somers Market Center with an approximately 5,460 sq. ft. Mister Car Wash single-bay automatic car wash building with 22 exterior vacuum stalls. This request requires site plan and building exterior/fenestration approval from the Village Board. For reference, the parcel is situated between Popeyes to the west and the recently approved Chipotle to the east.

PLANNER COMMENTS:

The Petitioner has submitted plans of the proposed building which include building size, layout, dimensions, and proposed materials and finishes. The building is proposed to be a maximum height of 30 feet, which falls well below the zoning district maximum of 60'. The building exterior is shown to be comprised of a variety of finishes and materials which are detailed on the submitted plans.

Minimal wall signage is depicted on the east and west building elevations, as well as above the wash bay doors on the north and south elevations. Wall signage as depicted appears to fall within zoning ordinance requirements.

The submitted site plan indicates that the proposed building and parking areas meet all minimum setback requirements.

The submitted site plan provides for 3 parking spaces for employees, and 22 customer vacuum stalls. 1 space per wash bay is required by ordinance, so the submitted parking plan is compliant.

Village of Somers zoning ordinance also requires that automatic car washes provide for vehicle stacking of at least 5 spaces before each wash bay, and at least 2 spaces after each bay. Per the submitted Vehicle Stacking Exhibit, vehicles will be able to line up using three separate lanes leading up to the Point of Sale (P.O.S) canopy and payment terminals. From there, vehicles will merge into a single lane prior to entering the wash. The site provides for a total of 39 spaces before the wash bay and 5 spaces after the wash bay.

The site contains two (2) existing access points onto Market Lane which connect to a previously created cross-access easement that connects the Popeyes site immediately to the west and the Chipotle & Taco Bell multi-tenant sites to the east.

The submitted landscape plan (labelled as “Restoration and Planting Plan” – Sheet C5-10 of the submitted materials) provides for a diverse mixture of deciduous & evergreen trees, shrubs, and ornamental grasses. Overall, the plan generally meets minimum landscaping criteria contained in the zoning ordinance. The one area that appears deficient on the landscaping plan is along the CTH S frontage along the southern portion of the site which is only shown to be grassed (aside from 4 trees at the extreme southwestern portion of the site). Section [ZN 3.19\(7\)\(b\)](#) requires street frontage landscaping to provide at least one evergreen or deciduous tree per 50 feet of street frontage (two ornamental trees may be used to equal one evergreen or deciduous tree), and shrubs may not be used to meet the requirement. The property contains 333.57’ of frontage along CTH S, so there should be at least 7 evergreen or deciduous trees (or 14 ornamental trees or equivalent combination) located along the frontage adjacent to CTH S. A revised landscape plan should be submitted for review and approval.

A photometric plan, prepared by a.23 studios and dated 06/29/2022, indicates compliance with the Village ordinance standard of light intensity not exceeding 0.5 foot-candles at property lines. The proposed lighting fixtures indicated on the photometric plan are shown to be full cut-off type fixtures and comply with Village zoning ordinance.

The project submittal does not include details of where ground signage might be located. It should be noted that any ground sign on this site would be limited to 10’ in height, commensurate with other ground signs that have been approved for other developments within Somers Market Center.

This project will require approval from the City of Kenosha for an Airport Site Plan review, as the property is located within one the City’s air zones.

Planning & Development will issue zoning permits for the project only after the Petitioner has executed a Developer’s Agreement with the Village and has met any other of the Village’s requirements for the development.

STAFF RECOMMENDATION:

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

1. Subject to submitting a revised landscaping plan to address lack of trees along CTH S street frontage.
2. Subject to all lighting fixtures being full cut-off type fixtures.
3. Subject to final review and approval by the Village of Somers engineer.
4. Subject to approval of an Airport Site Plan Review by the City of Kenosha.
5. Subject to approval by the Somers Fire & Rescue Department.
6. Subject to a Kenosha County zoning permit being issued for any proposed structures including principal buildings, signage, fences, accessory buildings, etc.
7. Subject to implementation of a Developer’s Agreement between the Petitioner and the Village of Somers.



Village of Somers Proceeding from the Village Plan Commission Meeting August 8, 2022

1. Call to Order

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

Present: Chairman George Stoner, as well as Commissioners Aiello, Boxx, Lee, and Grimes. Commissioners Fredrick and Gardinier had excused absences.

Staff Present in person: Assistant to the Administrator Cassandra Bodenbach and Administrator Jason Peters via Teams

Kenosha County Planners: Luke Godshall via Teams

2. Pledge of Allegiance

Chairman Stoner led everyone in stating the Pledge of Allegiance.

3. Approve Minutes of July 11, 2022

Commissioner Boxx moved to approve to the Minutes from the July 11th Meeting. Seconded by Commissioner Aiello. Motion carried. 5-0 vote.

4. Correspondence

None.

5. Citizen Comments

None.

6. Conditional Use Permit:

Public Hearing and Action on Request by: Somers USA, LLC, 1170 22nd Avenue, Kenosha, WI 53140 (Owner), Ted Gement, BP Kenosha Travel Plaza, 1170 22nd Avenue, Kenosha, WI 53140 (Agent); requesting an amendment to a previously approved Conditional Use Permit to allow alcohol consumption on the premises in the B-3 Highway Business District on Tax Parcel # 82-4-222-193-0202 located in the southwest quarter of Section 19, Township 2 North, Range 22 East, Village of Somers. For informational purposes only, this property is located on the northwest corner of the intersection of 120th Avenue (the east frontage road of I-94) and County Trunk Highway "S".

Public Hearing was opened at 5:31 p.m.

Public Comment:

None.

Public Hearing was closed at 5:31 p.m.

Commissioner Boxx moved to approve an amendment to a previously approved Conditional Use Permit to allow alcohol consumption on the premises in the B-3 Highway Business District. Seconded by Aiello.

Commissioner's Discussion:

The lights surrounding the building were mentioned as they are not shielded enough on the property and are blinding from the north. The owner of the property reassured the commission that it will be taken care of

He also wanted to point out that the serving of alcohol will not change the environment of the establishment. It will be low-key, have limited hours, and not a typical bar atmosphere.

Motion passed 5-0 vote.

7. Site Plan Review & Exterior Fenestration:

Action o request by: RCG SOMERS LLC, 3060 Peachtree Rd NW Ste 400, Atlanta, GA 30305 (owner), Jeana Kedrowski, ISG, Inc., 7900 International Drive, Ste 550, Bloomington, MN 55425 (Agent), requests approval of a site plan and exterior fenestration for a proposed car wash on Tax Parcel 82-4-222-271-0339, located in the NE ¼ of Section 27, T2N, R22E, Village of Somers.

Commissioner Boxx moved to approve site plan and exterior fenestration for a proposed car wash. Seconded by Aeillo.

Commissioner's Discussion:

All of the commissioners agreed there is concern for the traffic patterns and flow. However, Commissioner Boxx stated the development fits nicely in that area and is a good use of the property.

Commissioner Stoner and Administrator Peters pointed out the issues we have had in maintaining the roads and easements and they will not be an issue in the future. RCG must maintain the property.

Motion passed 5-0 vote.

8. Adjourn

Commissioner Boxx moved to adjourn at 5:43 p.m. Seconded by Aiello.

Motion carried. 5-0 vote.

Drafted this 9th day of August 2022. These minutes are not official until approved by the Plan Commission. Submitted by Cassandra Bodenbach, Assistant to the Village Administrator

Letter of Transmittal



Date: 6-23-2022
ISG Project Number: 26725
Attention: Luke Godshall
To: Kenosha County Public Works and Development Services
Division of Planning and Development
19600 75th Street, Suite 185-3
Bristol, WI 53104
RE: MCW Market Lane – Somers WI

We are sending you: ☒ Attached ☐ Under separate cover

The following: ☐ Shop Drawings ☐ Prints ☒ Plans ☐ Samples
☐ Specifications ☐ Copy of Letter ☐ Change Order ☒ Other:

COPIES	DATE	DESCRIPTION
10	6-23-2022	11 x 17 Site Plan Sets
10	6-23-2022	11 x 17 Building Elevation Plans
2	6-23-2022	Village of Somers Site Plan Review Checklist
1	6-23-2022	Site Plan Review Fee for Village of Somers (check #68530)

Remarks:

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: May 12, 2022

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: N/A

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

Filing Deadline: June 23, 2022

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

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

Village Plan Commission meeting date (tentative): August 8, 2022

Village Board meeting date (tentative): August 23, 2022

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

SITE PLAN REVIEW
CHECKLIST

Owner: CWP West Corp., A Delaware Corporation Date 6-21-2022

Mailing Address: Emma Skidmore - Project Manager Phone # 520-428-6543

222 E. 5th Street, Tucson, AZ 85705 Phone # _____

Agent: Jeana Kedrowski - ISG Inc Phone # 952-426-0699

Mailing Address: 7900 International Drive, Ste 550 Bloomington, MN 55425 Phone # _____

Architect/Engineer: Amanda Thomas (Civil Engineer) - ISG Inc Phone # 952-426-0699

Mailing Address: 7900 International Drive, Ste 550 Bloomington, MN 55425 Phone # _____

Tax Parcel Number(s): 82-4-222-271-0337 Acreage of Project: 3.21

Existing Zoning: B-4 Proposed Zoning: B-4

Conditional Use Permit: N/A

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

Description of project: New Build of a Car Wash

Size of existing building(s): N/A

Size of new building(s) and/or addition(s): _____

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

To Be Determined

Number of proposed units: N/A Description of units: N/A

Density: _____

☒ Plat of Survey Submitted:

☐ N/A 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.

**SITE PLAN REVIEW
CHECKLIST**

- ☒ Buildings and uses shall provide adequate parking and loading areas. No loading dock or overhead doors shall face upon a street right-of-way without approval of the zoning administrator.
- ☒ Parking areas shall maintain required setbacks and parking spaces shall be of minimum required size (10' x 20'). 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

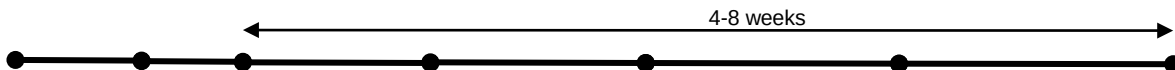
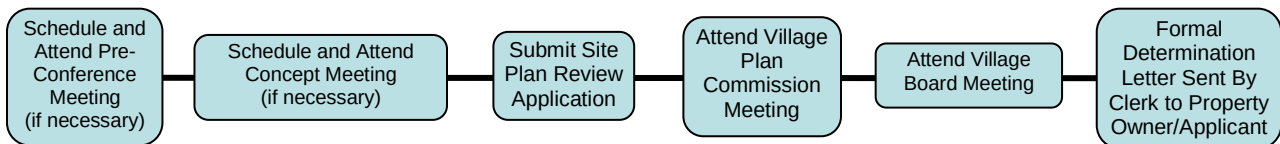
Administration Building
Division of Land Information..... 653-2622

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

PLOT DATE: 6/23/2022 1:13 PM

PROJECT GENERAL NOTES

- ALL WORK SHALL CONFORM TO THE CONTRACT DOCUMENTS, WHICH INCLUDE, BUT ARE NOT LIMITED TO, THE OWNER - CONTRACTOR AGREEMENT, THE PROJECT MANUAL (WHICH INCLUDES GENERAL SUPPLEMENTARY CONDITIONS AND SPECIFICATIONS), DRAWINGS OF ALL DISCIPLINES AND ALL ADDENDA, MODIFICATIONS AND CLARIFICATIONS ISSUED BY THE ARCHITECT/ENGINEER.
- CONTRACT DOCUMENTS SHALL BE ISSUED TO ALL SUBCONTRACTORS BY THE GENERAL CONTRACTOR IN COMPLETE SETS IN ORDER TO ACHIEVE THE FULL EXTENT AND COMPLETE COORDINATION OF ALL WORK.
- WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS. NOTIFY ARCHITECT/ENGINEER OF ANY DISCREPANCIES OR CONDITIONS REQUIRING INFORMATION OR CLARIFICATION BEFORE PROCEEDING WITH THE WORK.
- FIELD VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS. NOTIFY ARCHITECT/ENGINEER OF ANY DISCREPANCIES OR CONDITIONS REQUIRING INFORMATION OR CLARIFICATION BEFORE PROCEEDING WITH THE WORK.
- DETAILS SHOWN ARE INTENDED TO BE INDICATIVE OF THE PROFILES AND TYPE OF DETAILING REQUIRED THROUGHOUT THE WORK. DETAILS NOT SHOWN ARE SIMILAR IN CHARACTER TO DETAILS SHOWN. WHERE SPECIFIC DIMENSIONS, DETAILS OR DESIGN INTENT CANNOT BE DETERMINED, NOTIFY ARCHITECT/ENGINEER BEFORE PROCEEDING WITH THE WORK.
- ALL MANUFACTURED ARTICLES, MATERIALS AND EQUIPMENT SHALL BE APPLIED, INSTALLED, CONNECTED, ERECTED, CLEANED AND CONDITIONED ACCORDING TO MANUFACTURERS' INSTRUCTIONS. IN CASE OF DISCREPANCIES BETWEEN MANUFACTURERS' INSTRUCTIONS AND THE CONTRACT DOCUMENTS, NOTIFY ARCHITECT/ENGINEER BEFORE PROCEEDING WITH THE WORK.
- ALL DISSIMILAR METALS SHALL BE EFFECTIVELY ISOLATED FROM EACH OTHER TO AVOID GALVANIC CORROSION.
- THE LOCATION AND TYPE OF ALL INPLACE UTILITIES SHOWN ON THE PLANS ARE FOR GENERAL INFORMATION ONLY AND ARE ACCURATE AND COMPLETE TO THE BEST OF THE KNOWLEDGE OF I & S GROUP, INC. (ISG). NO WARRANTY OR GUARANTEE IS IMPLIED. THE CONTRACTOR SHALL VERIFY THE SIZES, LOCATIONS AND ELEVATIONS OF ALL INPLACE UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL IMMEDIATELY NOTIFY ENGINEER OF ANY DISCREPANCIES OR VARIATIONS FROM PLAN.
- THE CONTRACTOR IS TO CONTACT "WISCONSIN STATE ONE CALL" FOR UTILITY LOCATIONS, MINIMUM 2 BUSINESS DAYS PRIOR TO ANY EXCAVATION / CONSTRUCTION (1-800-242-8511).

SPECIFICATIONS REFERENCE

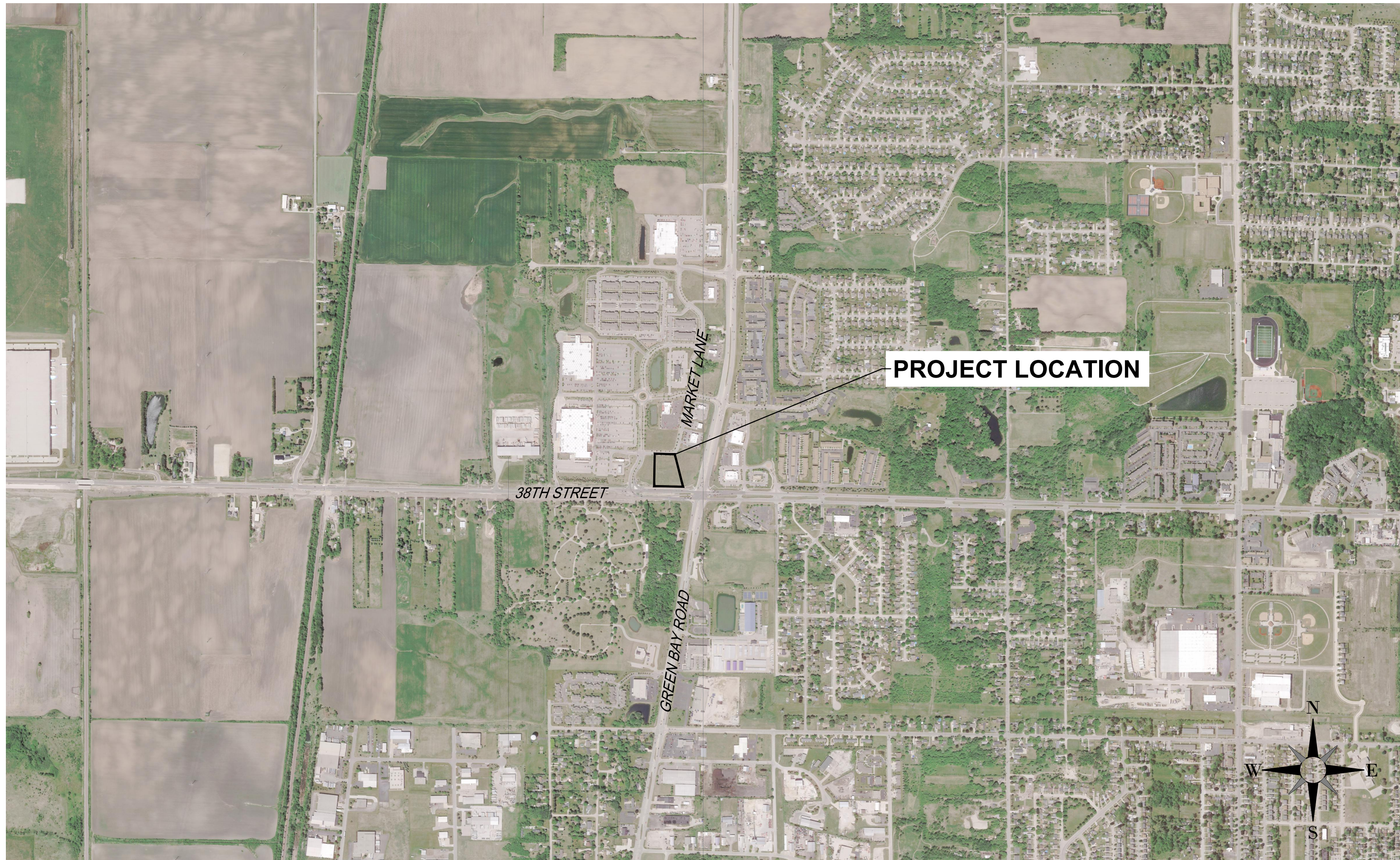
ALL CONSTRUCTION SHALL COMPLY WITH THE PROJECT SPECIFICATIONS, THE CITY OF SOMERS REQUIREMENTS, THE WISDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION, 2022 EDITION, AND CURRENT VERSION OF THE PLUMBING CODE OF WISCONSIN UNLESS DIRECTED OTHERWISE.

PROJECT DATUM

HORIZONTAL COORDINATES HAVE BEEN REFERENCED TO THE NORTH AMERICAN DATUM OF 1983 (NAD83), ON THE WISCONSIN PLANE COORDINATE SYSTEM, SOUTH ZONE, (NAD 1927) THE NORTHERLY LINE OF CSM NO. 2971, MEASURED AS BEARING N85°45'01"E

TOPOGRAPHIC SURVEY

THIS PROJECT'S TOPOGRAPHIC SURVEY CONSISTS OF DATA COLLECTED IN MAY 2022 BY VIERBICHER



LOCATION MAP

MISTER CARWASH SOMERS



LEGEND

EXISTING		PROPOSED	
	CITY LIMITS		LOT LINE
	SECTION LINE		RIGHT OF WAY
	QUARTER SECTION LINE		EASEMENT
	RIGHT OF WAY LINE		CULVERT
	PROPERTY / LOTLINE		STORM SEWER
	EASEMENT LINE		STORM SEWER (PIPE WIDTH)
	ACCESS CONTROL		SANITARY SEWER
	WATER EDGE		SANITARY SEWER (PIPE WIDTH)
	WETLAND BOUNDARY		WATER
	WETLAND / MARSH		GAS
	FENCE LINE		OVERHEAD ELECTRIC
	CULVERT		UNDERGROUND ELECTRIC
	STORM SEWER		UNDERGROUND TV
	SANITARY SEWER		CONTOUR
	SANITARY SEWER FORCEMAIN		MANHOLE
	WATER		CATCH BASIN
	GAS		HYDRANT
	OVERHEAD ELECTRIC		VALVE
	UNDERGROUND ELECTRIC		UTILITY PEDESTAL / CABINET

PROJECT ADDRESS / LOCATION:

1481 MARKET LANE
SOMERS, WI 53144

S 27 T 2N R 22E

SOMERS TWP
KENOSHA COUNTY
SOMERS, WISCONSIN

ZONING SUMMARY

ZONING:	B-4-PLANNED BUSINESS DISTRICT
SITE/LOT AREA:	91597.3 SQ. FT / 2.103 AC.
IMPERVIOUS AREA:	50491.2 SQ. FT / 1.159 AC.
GREENSPACE PROVIDED:	41106.1 SQ. FT / .944 AC.

SIGN REQUIREMENTS

MAXIMUM HEIGHT:	35'-0"
SETBACK:	15'
TOTAL WALL SIGN AREA:	36 SQ. FT
WALL SIGN LETTER HEIGHT:	8"

PARKING REQUIREMENTS

TYPE	UNIT / AREA	STALLS REQUIRED	STALLS PROVIDED
13'x20'	7/WASH BAY	8	25
TOTAL:		8	25

SETBACKS

	PARKING	BUILDING	PROVIDED BUILDING
FRONT YARD	20'	65'	65'
SIDE YARD	10'	-	-
REAR YARD	30'	25'	25'



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PROJECT

MISTER CARWASH SOMERS

SOMERS WISCONSIN

ISSUE SCHEDULE		
DATE	DESCRIPTION	BY

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	22-26725
FILE NAME	26725 C0 - TITLE
DRAWN BY	-
DESIGNED BY	-
REVIEWED BY	-

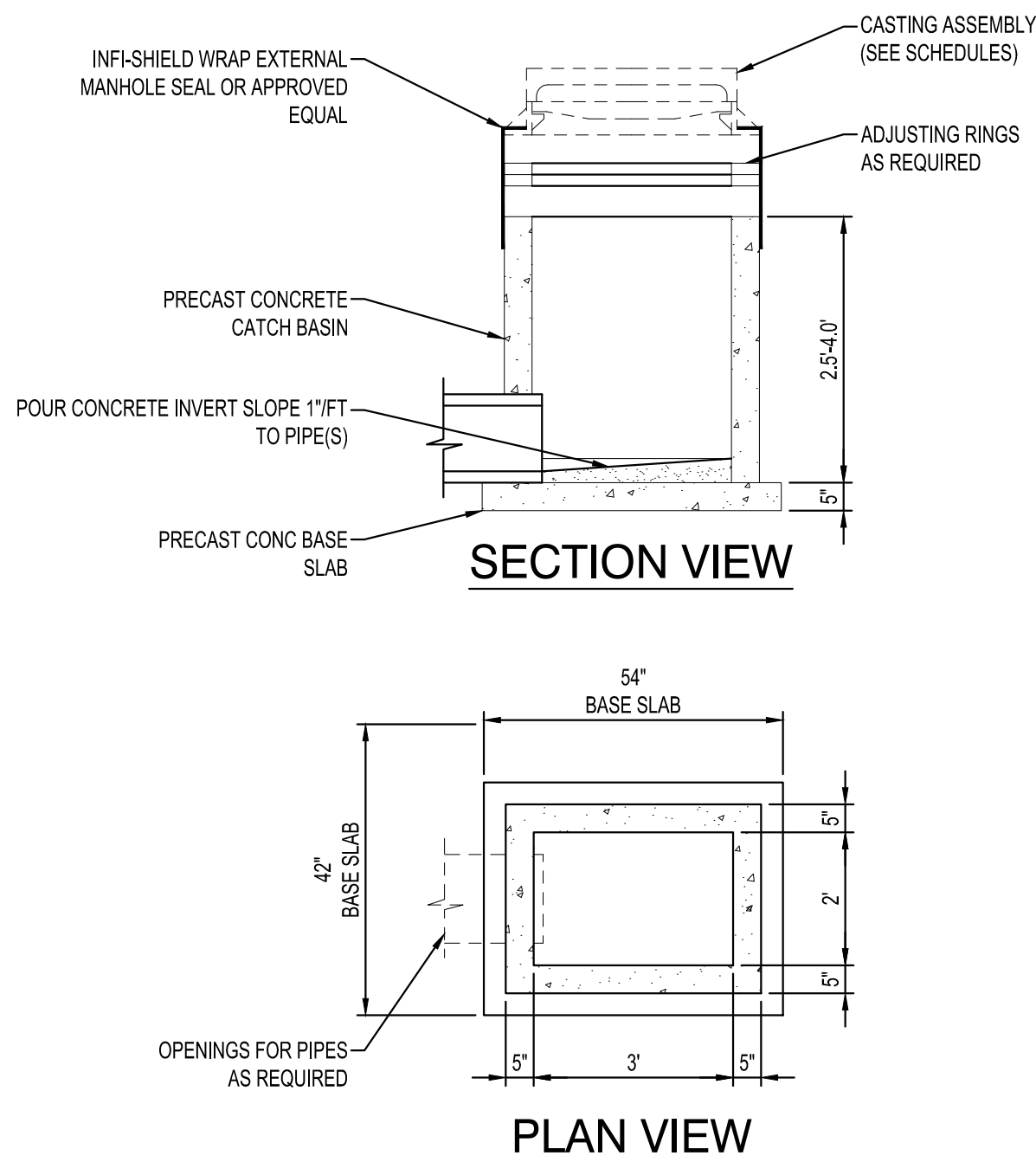
TITLE

TITLE

SHEET

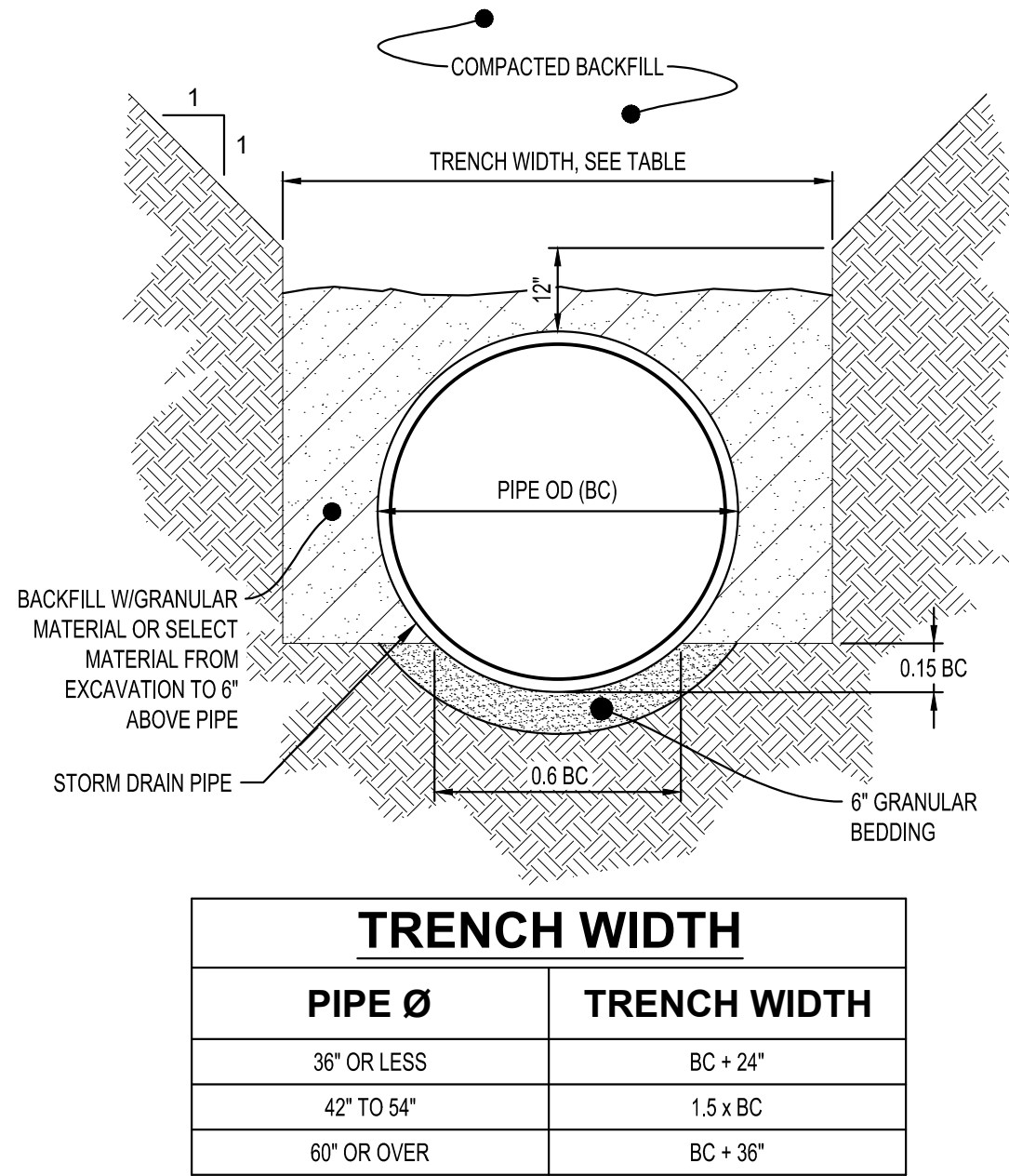
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PRELIMINARY NOT FOR CONSTRUCTION



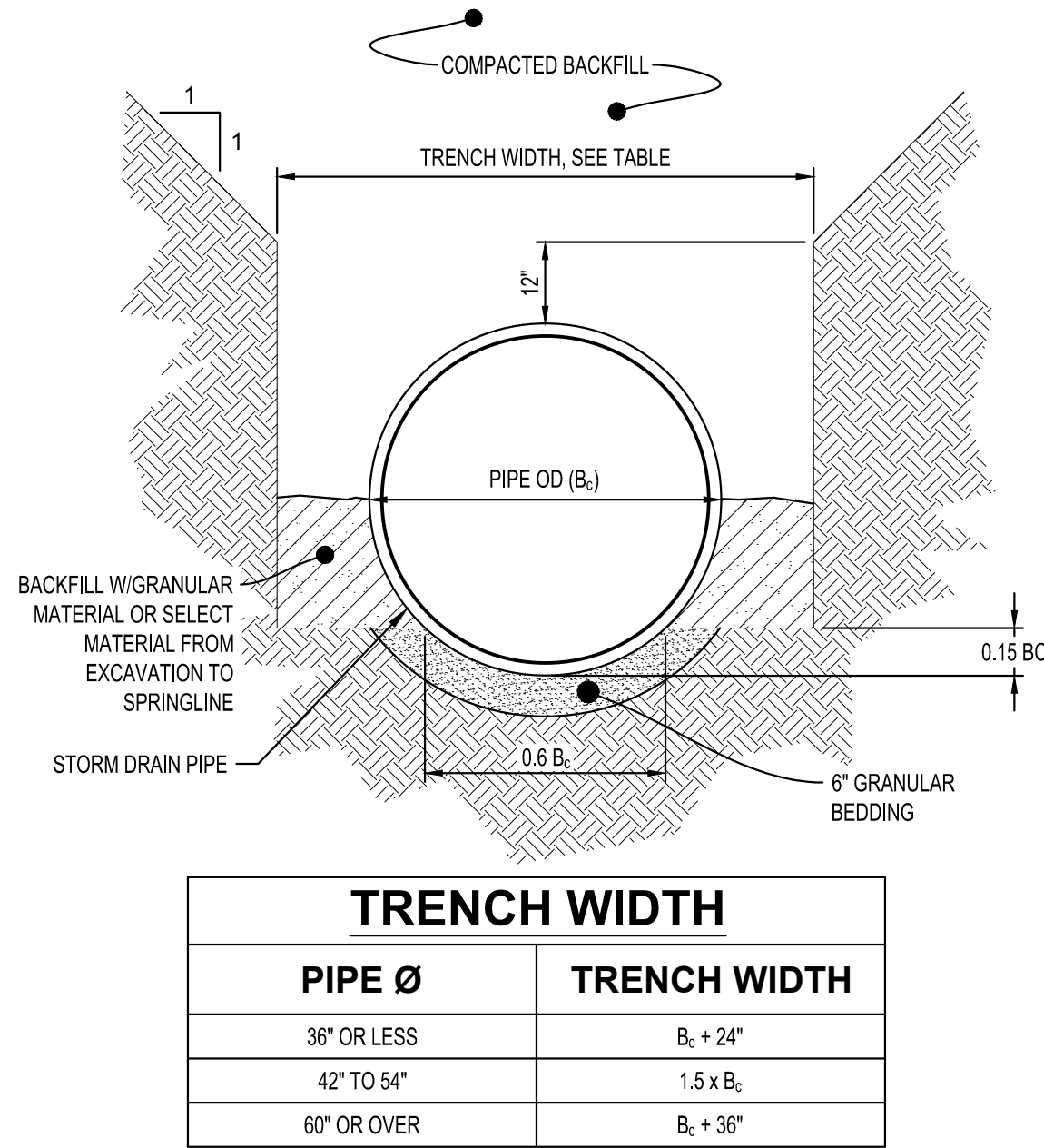
NOTES:
① INF-SHIELD WRAP EXTERNAL MANHOLE SEAL, OR APPROVED EQUAL, SHALL BE PLACED AROUND CASTING AND ADJUSTING RINGS.

TYPE 1 CATCH BASIN
NTS



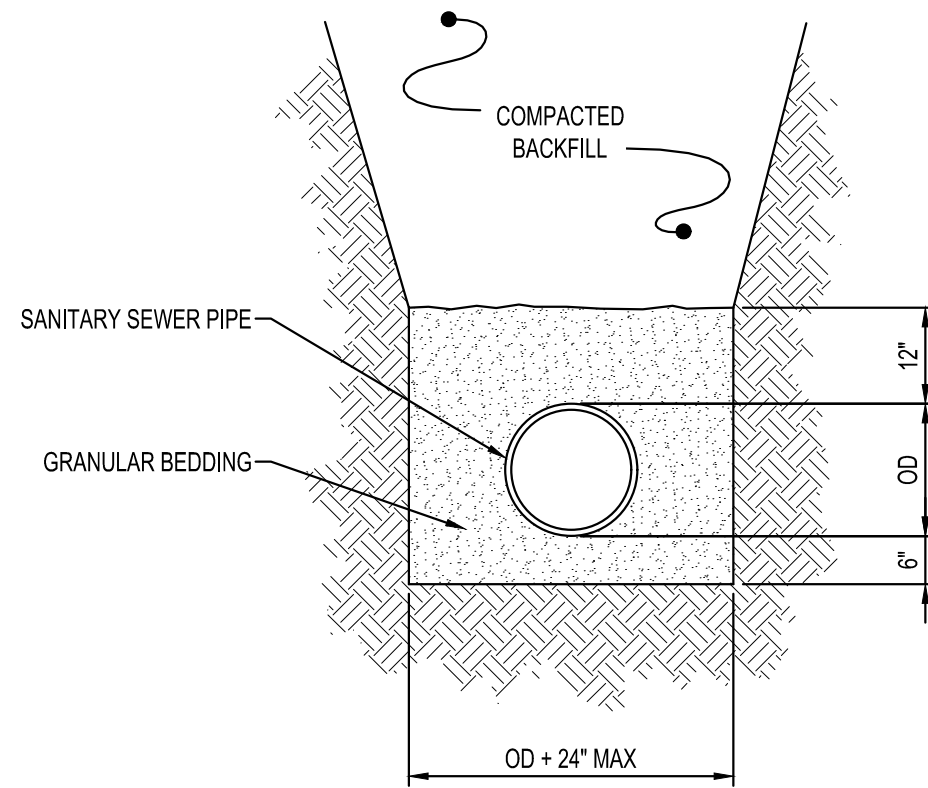
NOTES:
① GRANULAR BEDDING AND BACKFILL FOR STORM DRAIN PIPES SHALL BE INCIDENTAL TO STORM DRAIN CONSTRUCTION

**NON-CONCRETE
STORM DRAIN PIPE BEDDING**
NTS



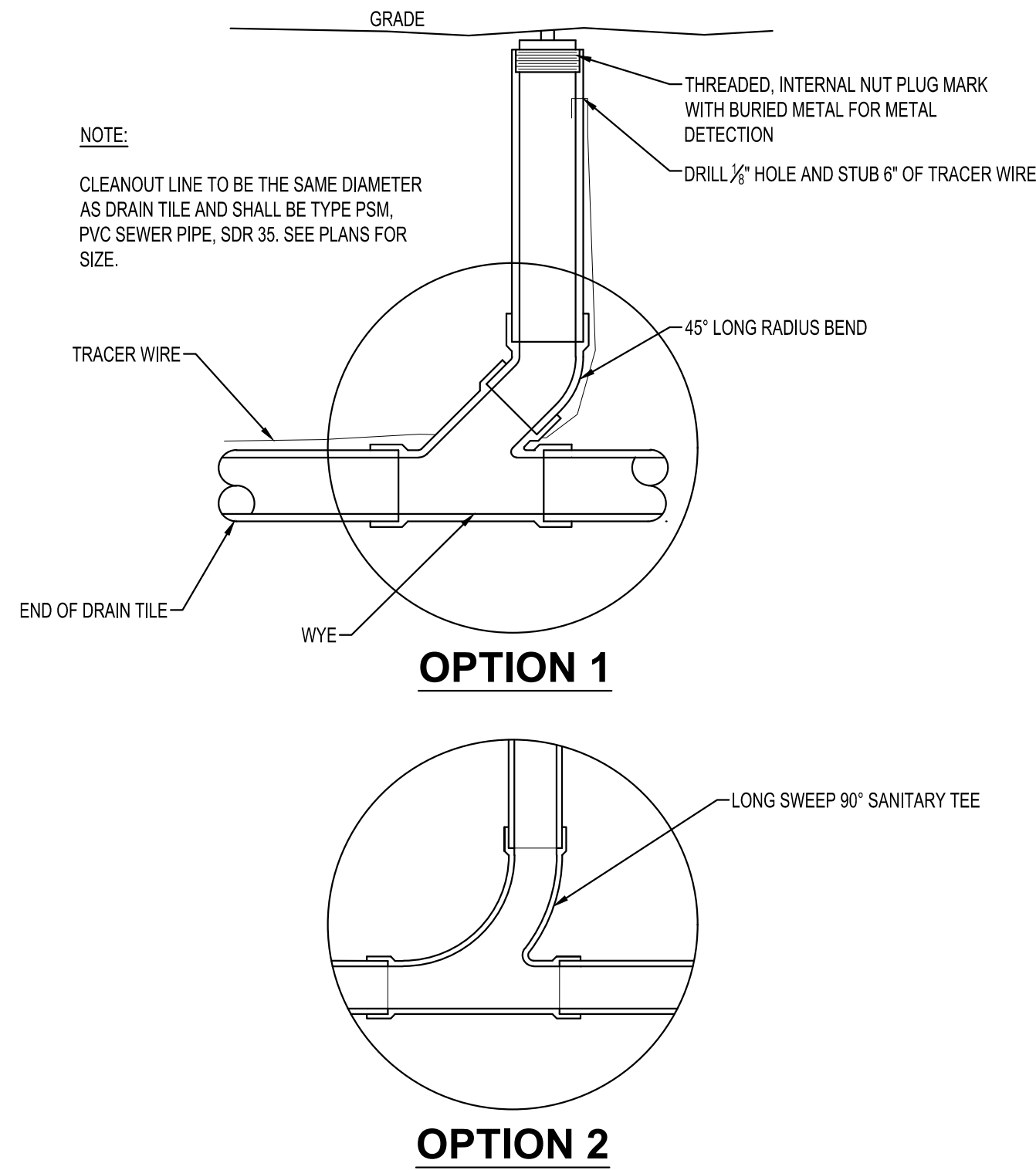
NOTES:
① GRANULAR BEDDING AND BACKFILL FOR STORM DRAIN PIPES SHALL BE INCIDENTAL TO STORM DRAIN CONSTRUCTION

**REINFORCED CONCRETE
STORM DRAIN PIPE BEDDING**
NTS

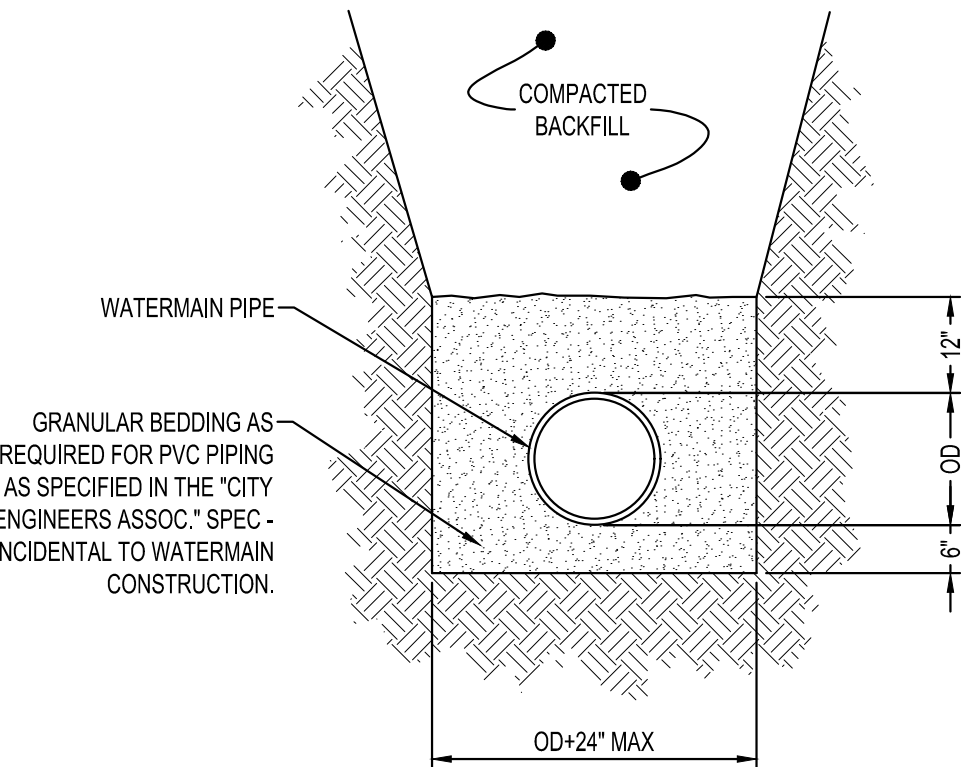


NOTES:
① GRANULAR BEDDING AND ENCASEMENT FOR SANITARY SEWER PIPES SHALL BE INCIDENTAL TO CONSTRUCTION

**PIPE BEDDING
SANITARY SEWER**
NTS

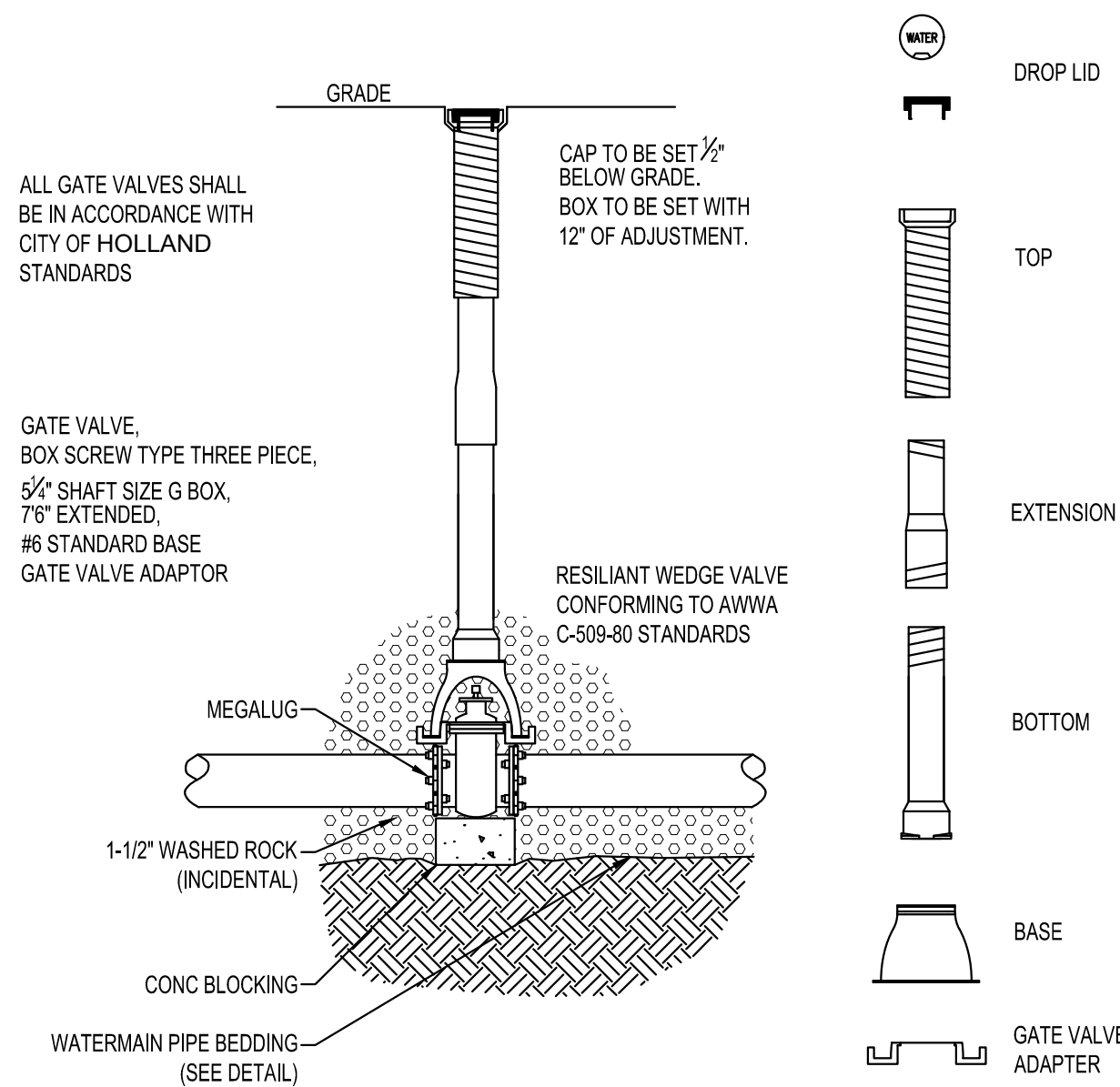


SANITARY CLEANOUT
NTS



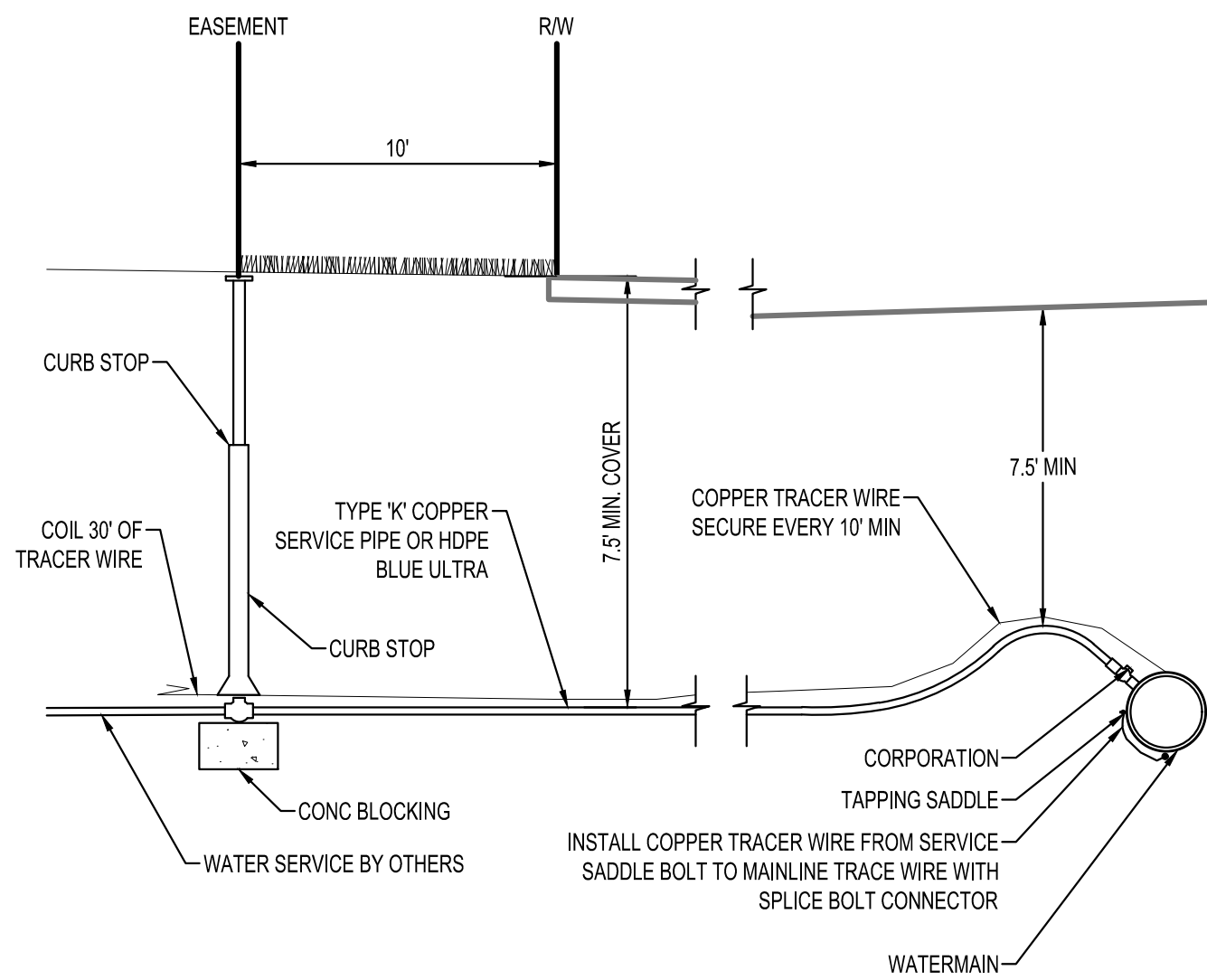
NOTE:
① GRANULAR BEDDING AND ENCASEMENT FOR WATERMAIN PIPES SHALL BE INCIDENTAL TO CONSTRUCTION

**PIPE BEDDING
WATER MAIN**
NTS



NOTES:
① INSTALL TOP NUT EXTENDER TO 7" DEPTH ON ALL VALVES WITH OVER-DEPTH

**TYPICAL
GATE VALVE & BOX INSTALLATION**
NTS



TYPICAL WATER SERVICE
NTS



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PROJECT

**MISTER CARWASH
SOMERS**

SOMERS WISCONSIN

ISSUE SCHEDULE		
DATE	DESCRIPTION	BY

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	22-26725
FILE NAME	26725 CO-DETAILS
DRAWN BY	JAT
DESIGNED BY	ART
REVIEWED BY	ATB

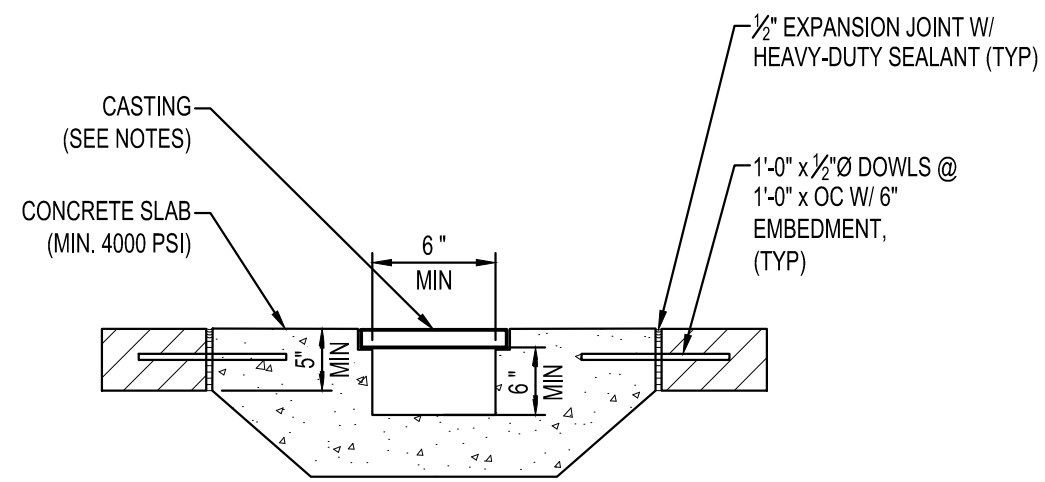
TITLE

DETAILS

SHEET

C0-11

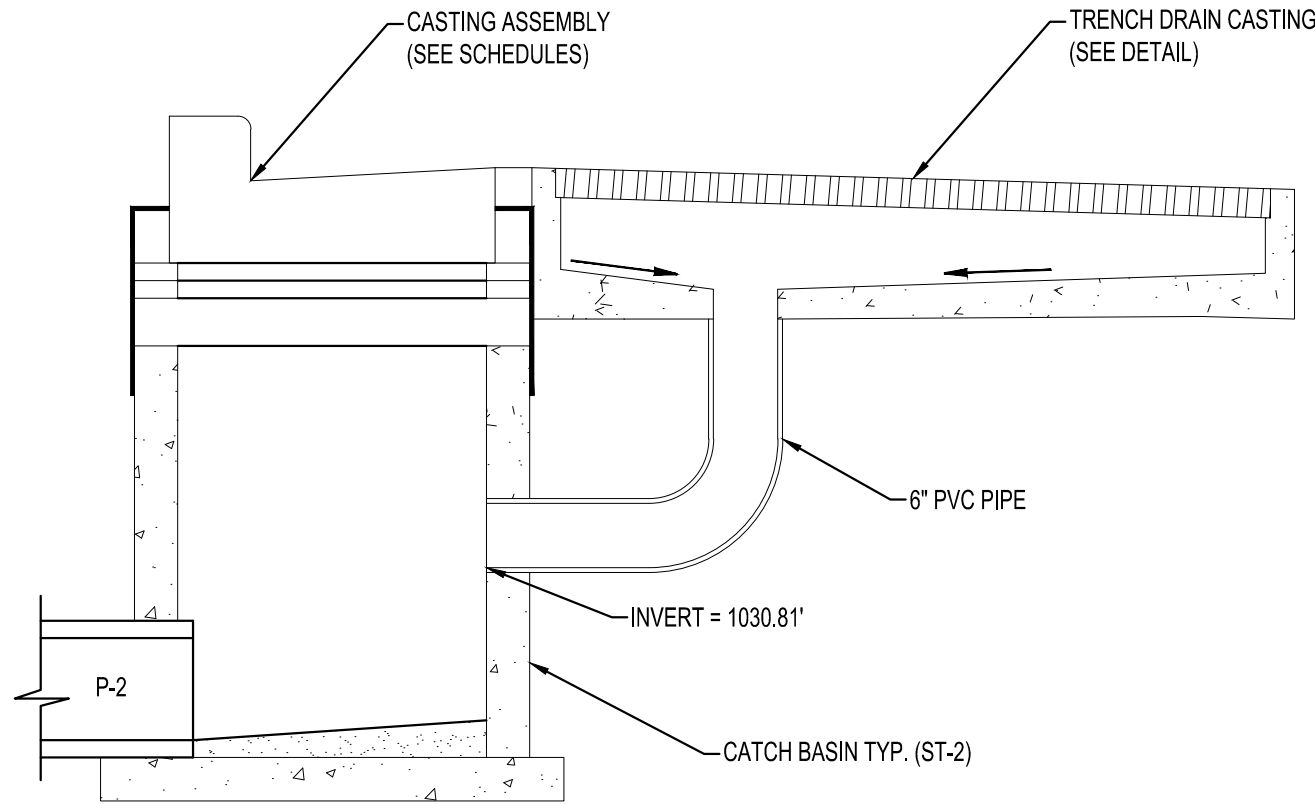
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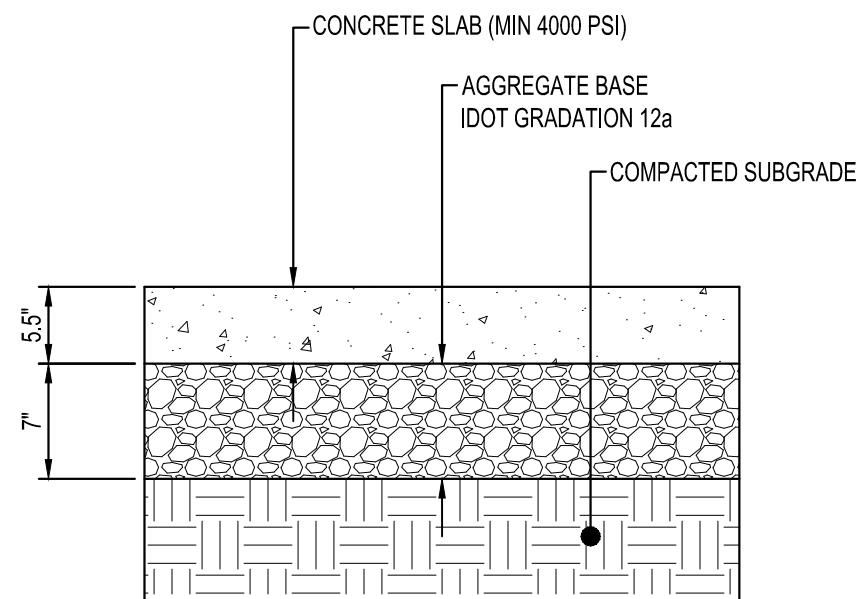
NOTES:

CASTING = NEENAH R-4990-CX
GRATE = TYPE C

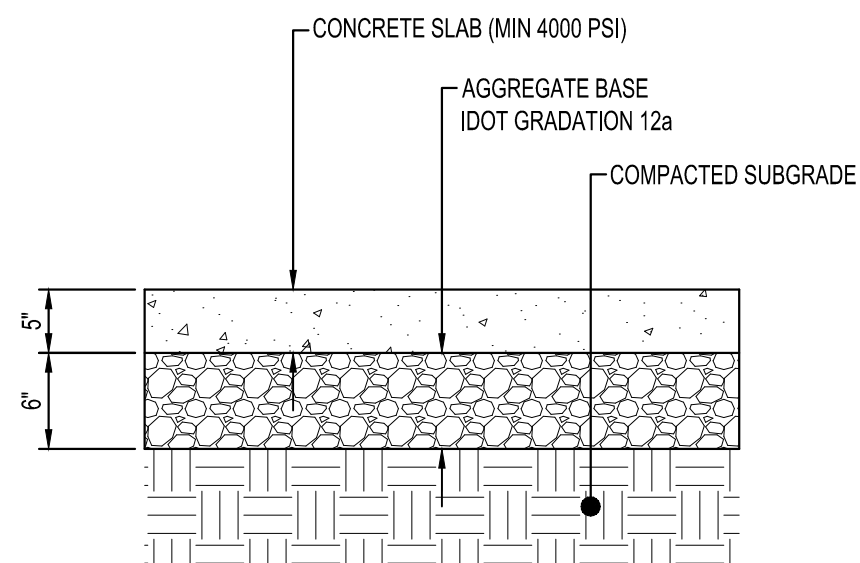
CONCRETE TRENCH DRAIN
NTS



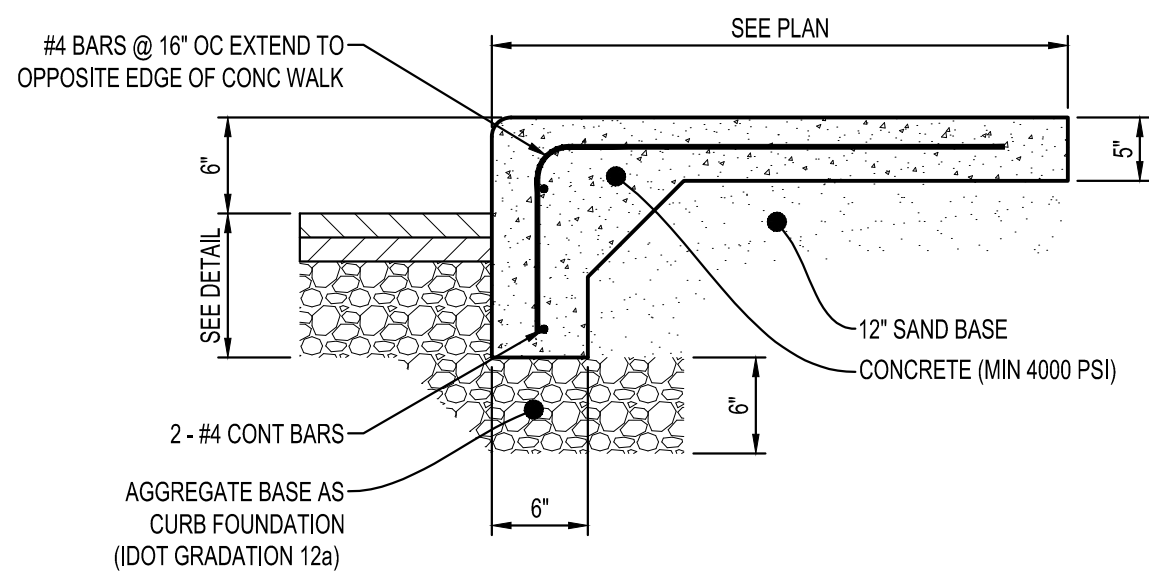
CATCH BASIN -
TRENCH DRAIN CONNECTION
NTS



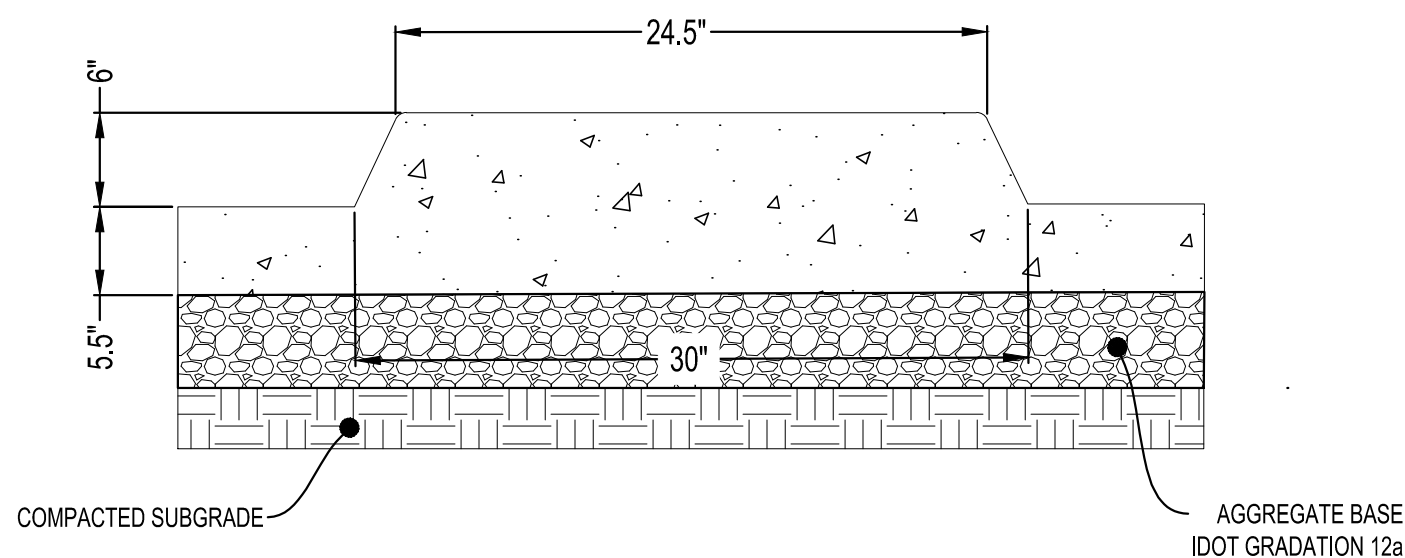
STANDARD
CONCRETE PAVEMENT
NTS



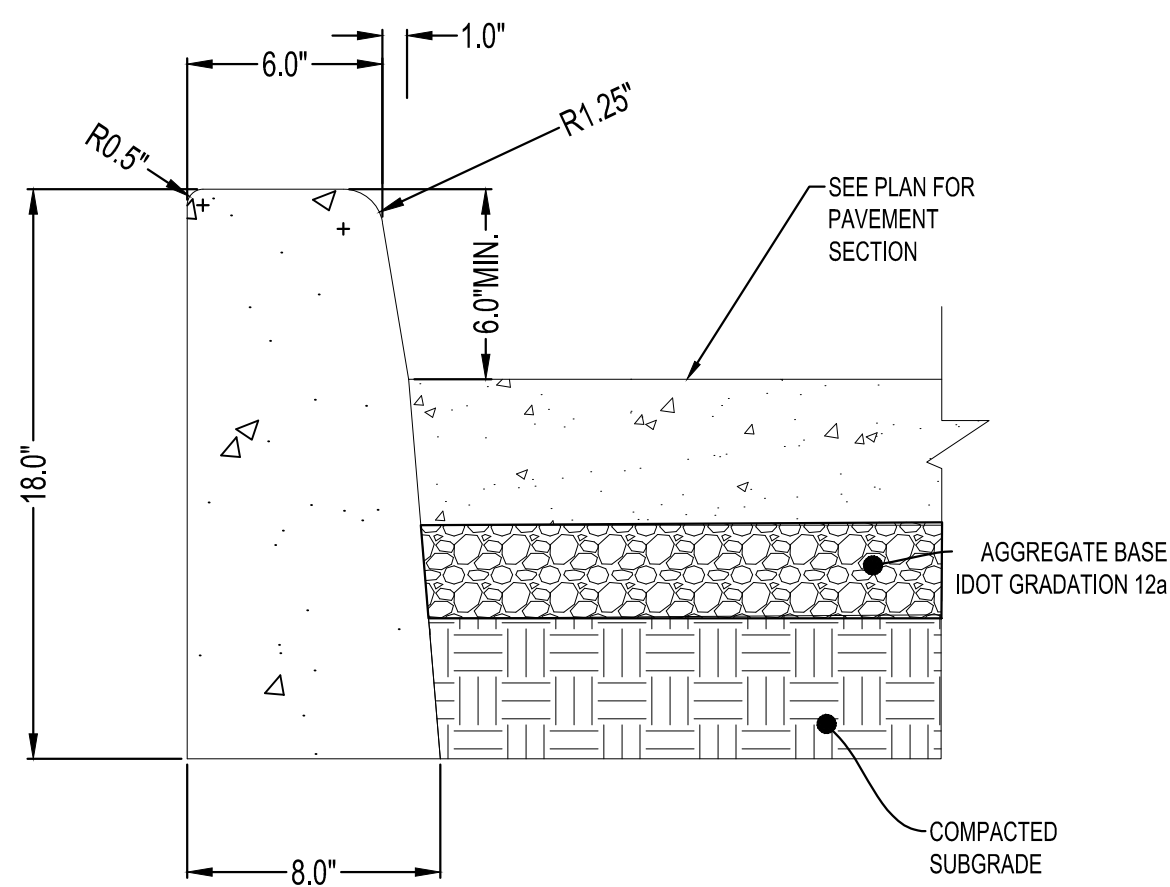
CONCRETE WALK
NTS



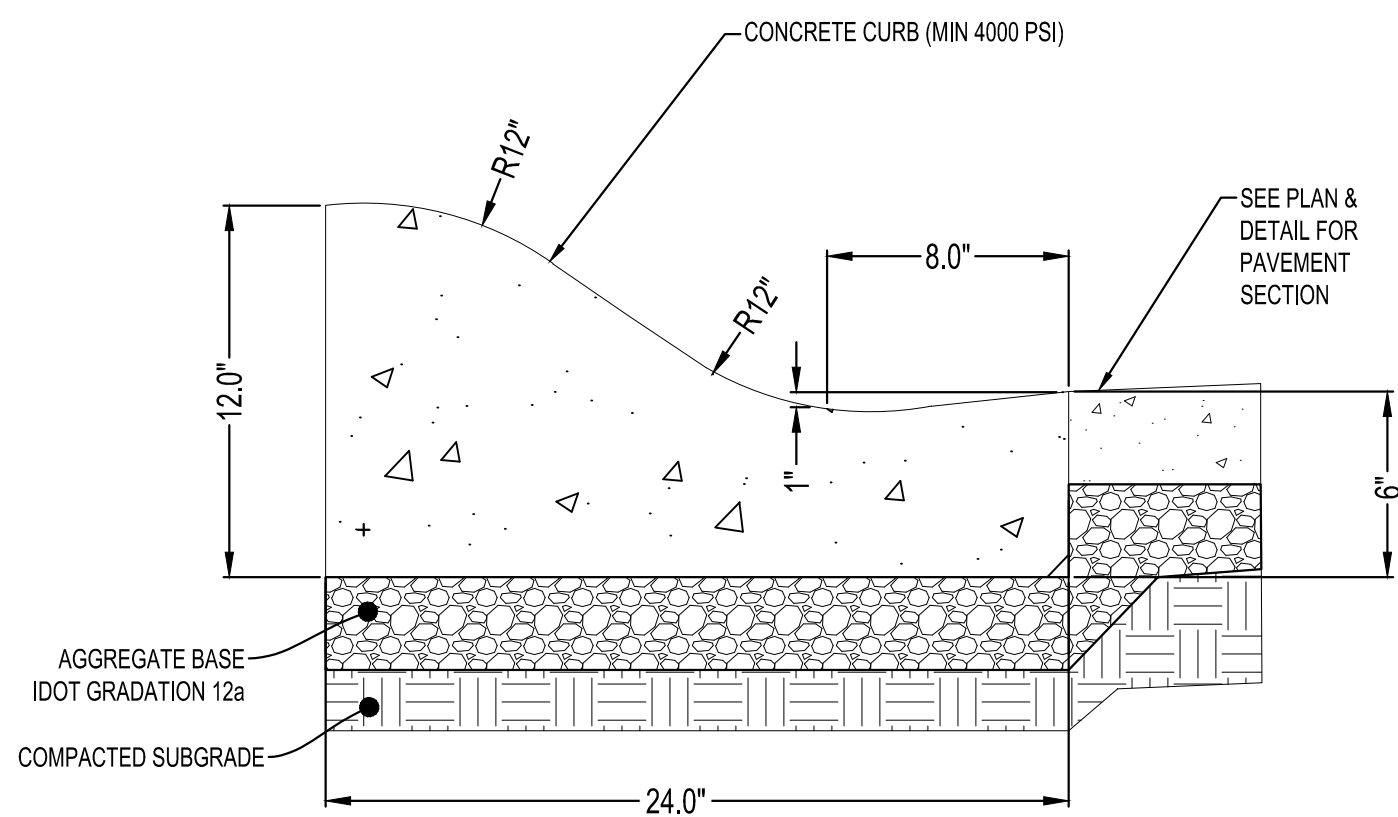
TURN DOWN
CONCRETE SIDEWALK
NTS



POS ISLAND CURB DETAIL
NTS



CONCRETE VERTICAL CURB
NTS



CONCRETE ROLLED CURB
NTS



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PROJECT

MISTER CARWASH
SOMERS

SOMERS WISCONSIN

ISSUE SCHEDULE		
DATE	DESCRIPTION	BY

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	22-26725
FILE NAME	26725 CO-DETAILS
DRAWN BY	JAT
DESIGNED BY	ART
REVIEWED BY	ATB

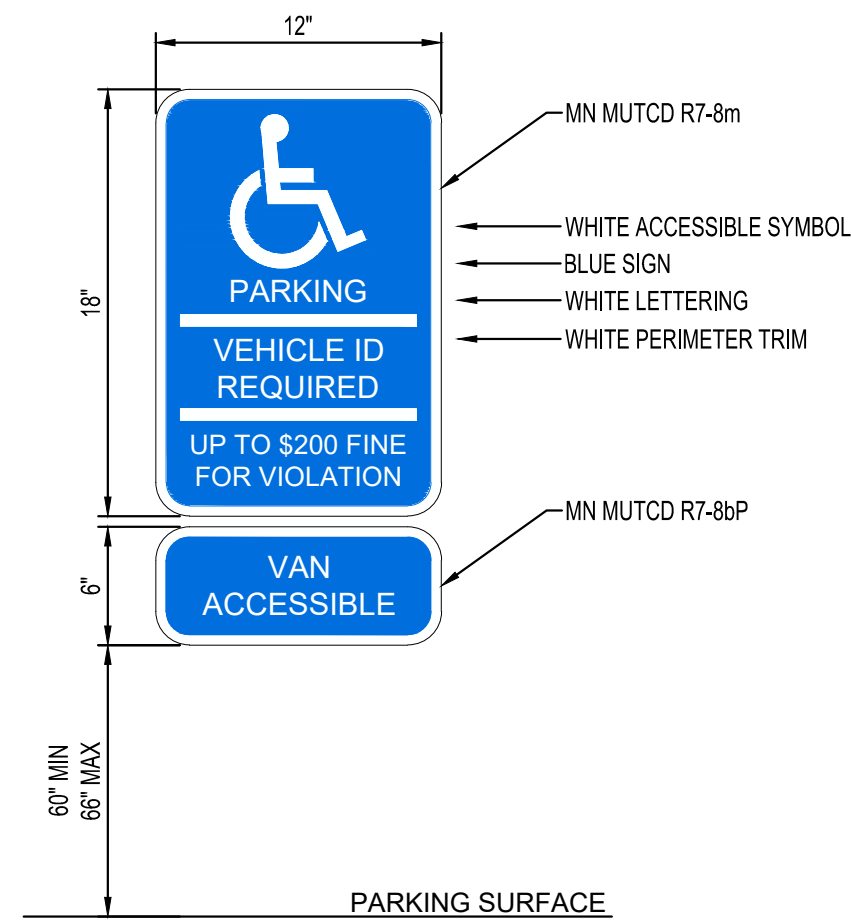
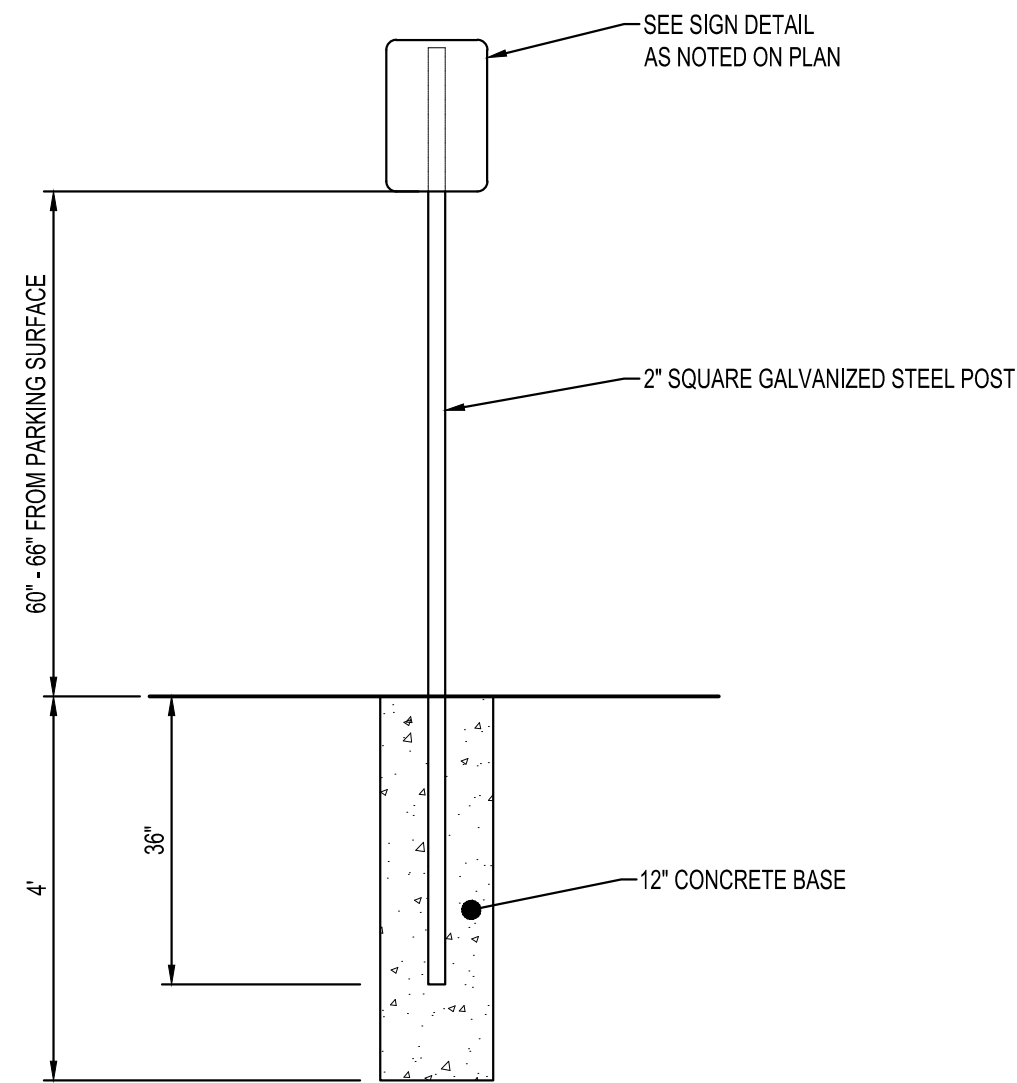
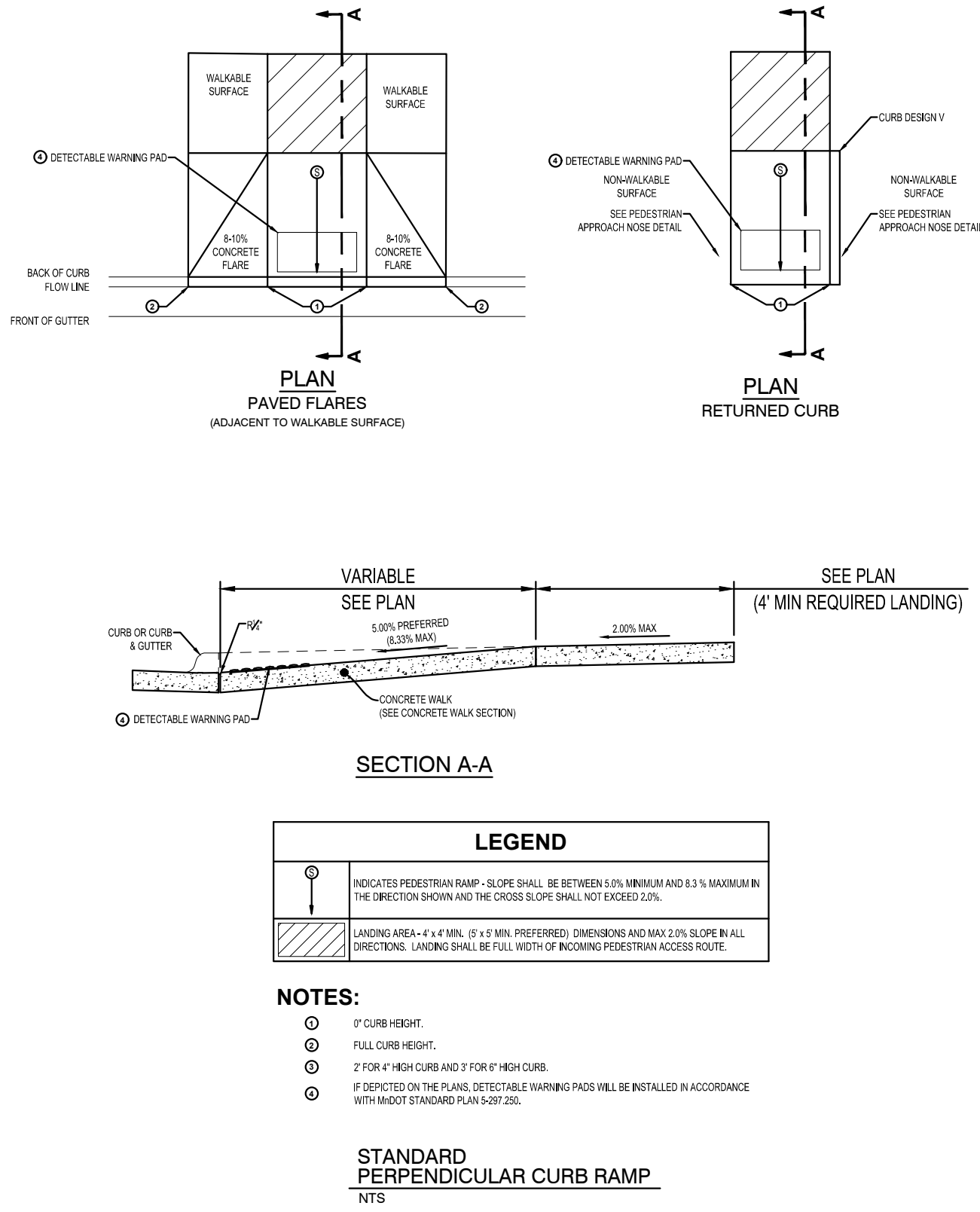
TITLE

DETAILS

SHEET

C0-12

PRELIMINARY NOT FOR CONSTRUCTION



NOTES:

ACCESSIBLE PARKING STALL SIGN TO BE MOUNTED AT THE HEIGHT SHOWN. SIGN SHALL COMPLY WITH MINNESOTA STATUTES, SECTION 169.346, SUBDIVISION 2, PARAGRAPH (a). SIGN TO BE CENTERED ON PARKING STALL.

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PROJECT

**MISTER CARWASH
SOMERS**

SOMERS WISCONSIN

ISSUE SCHEDULE		
DATE	DESCRIPTION	BY

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	22-26725
FILE NAME	26725 CO-DETAILS
DRAWN BY	JAT
DESIGNED BY	ART
REVIEWED BY	ATB

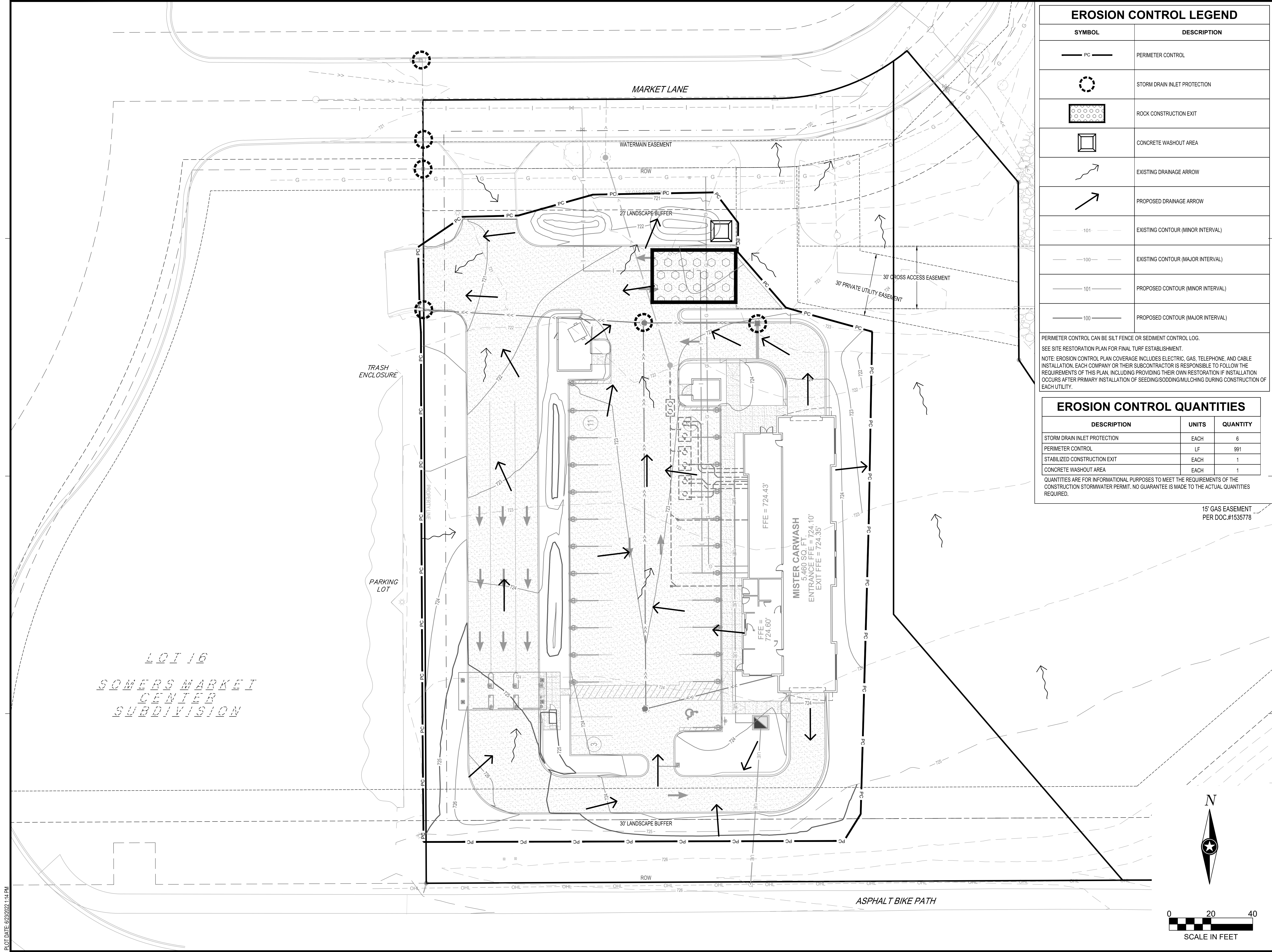
TITLE

DETAILS

SHEET

C0-14

PRELIMINARY NOT FOR CONSTRUCTION



EROSION CONTROL LEGEND	
SYMBOL	DESCRIPTION
	PERIMETER CONTROL
	STORM DRAIN INLET PROTECTION
	ROCK CONSTRUCTION EXIT
	CONCRETE WASHOUT AREA
	EXISTING DRAINAGE ARROW
	PROPOSED DRAINAGE ARROW
	EXISTING CONTOUR (MINOR INTERVAL)
	EXISTING CONTOUR (MAJOR INTERVAL)
	PROPOSED CONTOUR (MINOR INTERVAL)
	PROPOSED CONTOUR (MAJOR INTERVAL)
PERIMETER CONTROL CAN BE SILT FENCE OR SEDIMENT CONTROL LOG. SEE SITE RESTORATION PLAN FOR FINAL TURF ESTABLISHMENT. NOTE: EROSION CONTROL PLAN COVERAGE INCLUDES ELECTRIC, GAS, TELEPHONE, AND CABLE INSTALLATION. EACH COMPANY OR THEIR SUBCONTRACTOR IS RESPONSIBLE TO FOLLOW THE REQUIREMENTS OF THIS PLAN, INCLUDING PROVIDING THEIR OWN RESTORATION IF INSTALLATION OCCURS AFTER PRIMARY INSTALLATION OF SEEDING/SODDING/MULCHING DURING CONSTRUCTION OF EACH UTILITY.	

EROSION CONTROL QUANTITIES		
DESCRIPTION	UNITS	QUANTITY
STORM DRAIN INLET PROTECTION	EACH	6
PERIMETER CONTROL	LF	991
STABILIZED CONSTRUCTION EXIT	EACH	1
CONCRETE WASHOUT AREA	EACH	1
QUANTITIES ARE FOR INFORMATIONAL PURPOSES TO MEET THE REQUIREMENTS OF THE CONSTRUCTION STORMWATER PERMIT. NO GUARANTEE IS MADE TO THE ACTUAL QUANTITIES REQUIRED.		

15' GAS EASEMENT
PER DOC.#1535778

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PROJECT

MISTER CARWASH
SOMERS

SOMERSWISCONSIN

ISSUE SCHEDULE		
DATE	DESCRIPTION	BY

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	22-26725
FILE NAME	26725 C1-EROSION
DRAWN BY	JAT
DESIGNED BY	ART
REVIEWED BY	ATB

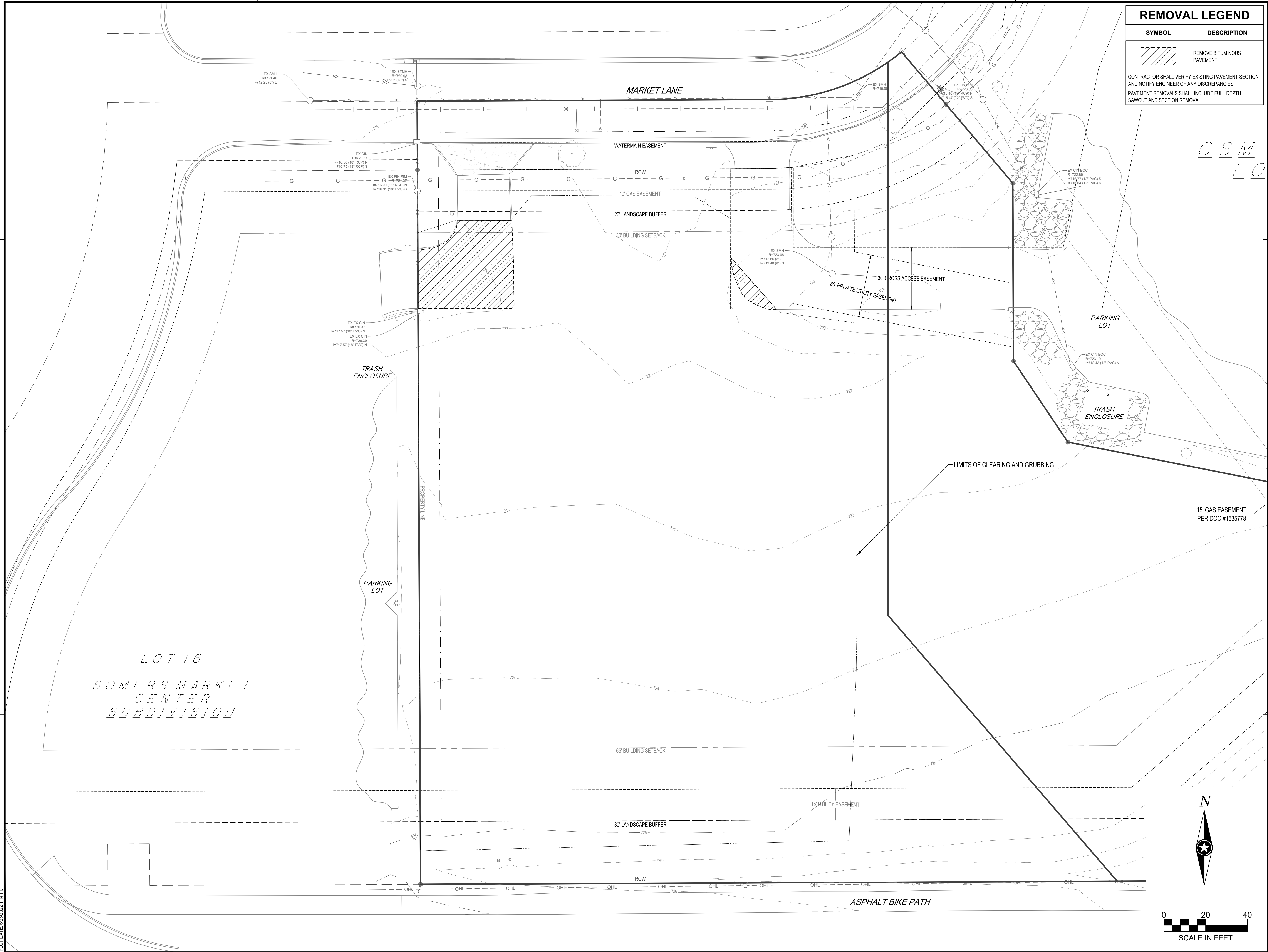
TITLE

EROSION
CONTROL PLAN

SHEET

C1-10

PLOT DATE: 6/23/2022 1:44 PM



REMOVAL LEGEND

SYMBOL	DESCRIPTION
	REMOVE BITUMINOUS PAVEMENT

CONTRACTOR SHALL VERIFY EXISTING PAVEMENT SECTION AND NOTIFY ENGINEER OF ANY DISCREPANCIES. PAVEMENT REMOVALS SHALL INCLUDE FULL DEPTH SAWCUT AND SECTION REMOVAL.

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PROJECT

MISTER CARWASH SOMERS

SOMERSWISCONSIN

ISSUE SCHEDULE		
DATE	DESCRIPTION	BY

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	22-26725
FILE NAME	26725 C2-EXIST
DRAWN BY	JAT
DESIGNED BY	ART
REVIEWED BY	ATB

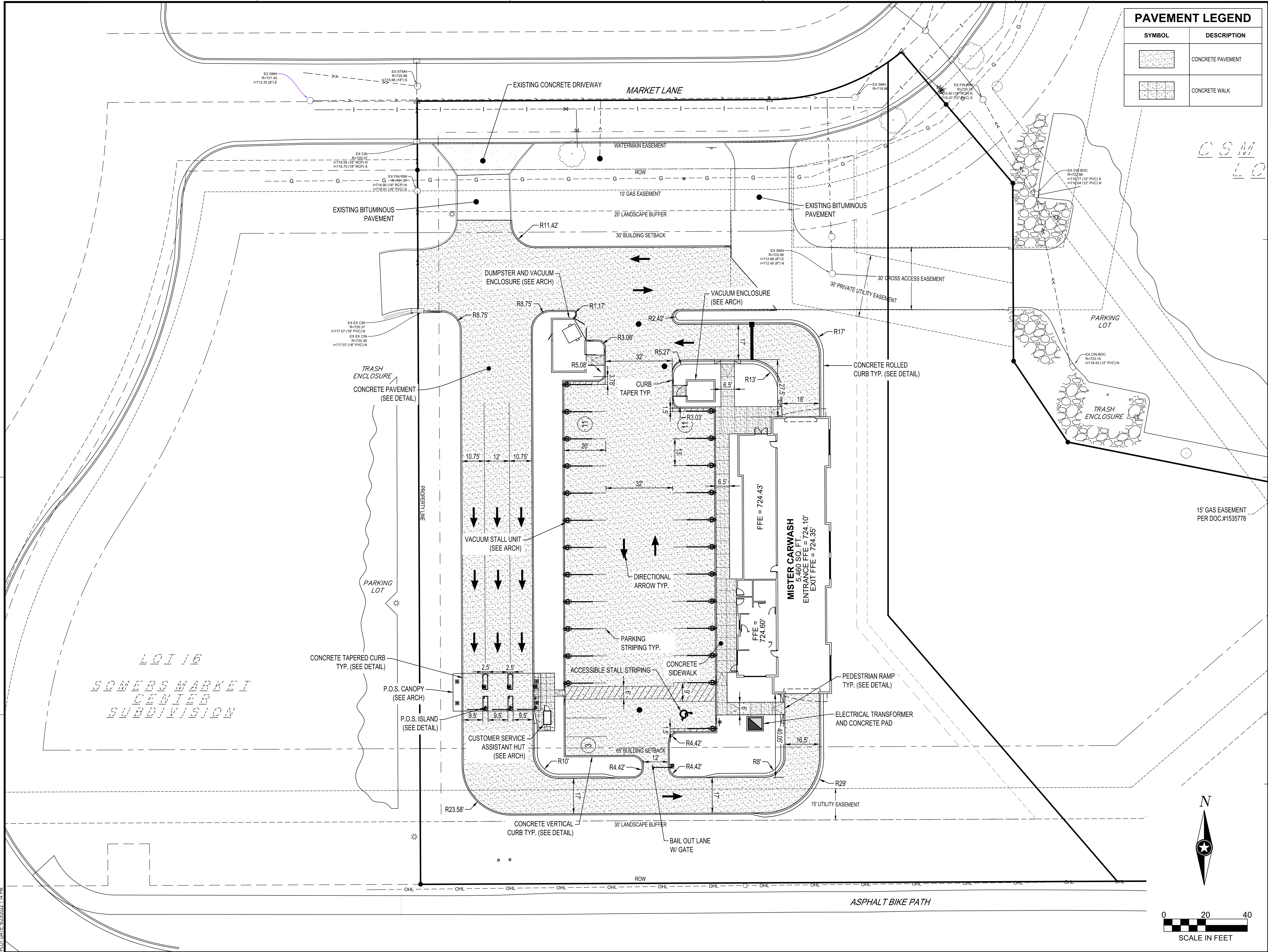
TITLE

EXISTING SITE AND REMOVAL PLAN

SHEET

C2-10

PRELIMINARY NOT FOR CONSTRUCTION



PAVEMENT LEGEND	
SYMBOL	DESCRIPTION
	CONCRETE PAVEMENT
	CONCRETE WALK



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PROJECT
MISTER CARWASH SOMERS

SOMERS WISCONSIN

ISSUE SCHEDULE		
DATE	DESCRIPTION	BY

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	22-26725
FILE NAME	26725 C3-SITE
DRAWN BY	JAT
DESIGNED BY	ART
REVIEWED BY	ATB

TITLE

SITE PLAN

SHEET

C3-10

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PROJECT
MISTER CARWASH SOMERS

SOMERS WISCONSIN

ISSUE SCHEDULE		
DATE	DESCRIPTION	BY

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	22-26725
FILE NAME	26725 C3-SITE
DRAWN BY	JAT
DESIGNED BY	ART
REVIEWED BY	ATB

TITLE

SITE UTILITY PLAN

SHEET
C3-20

UTILITY LEGEND

EXISTING

PROPOSED

>>

>

II>

I

G

OE

UE

UT

UTV

OHL

UTL

FBO

STORM DRAIN

SANITARY SEWER

SANITARY SEWER FORCEMAIN

WATER MAIN

GAS

OVERHEAD ELECTRIC

UNDERGROUND ELECTRIC

UNDERGROUND TELEPHONE

UNDERGROUND TV

OVERHEAD UTILITY

UNDERGROUND UTILITY

FIBER OPTIC

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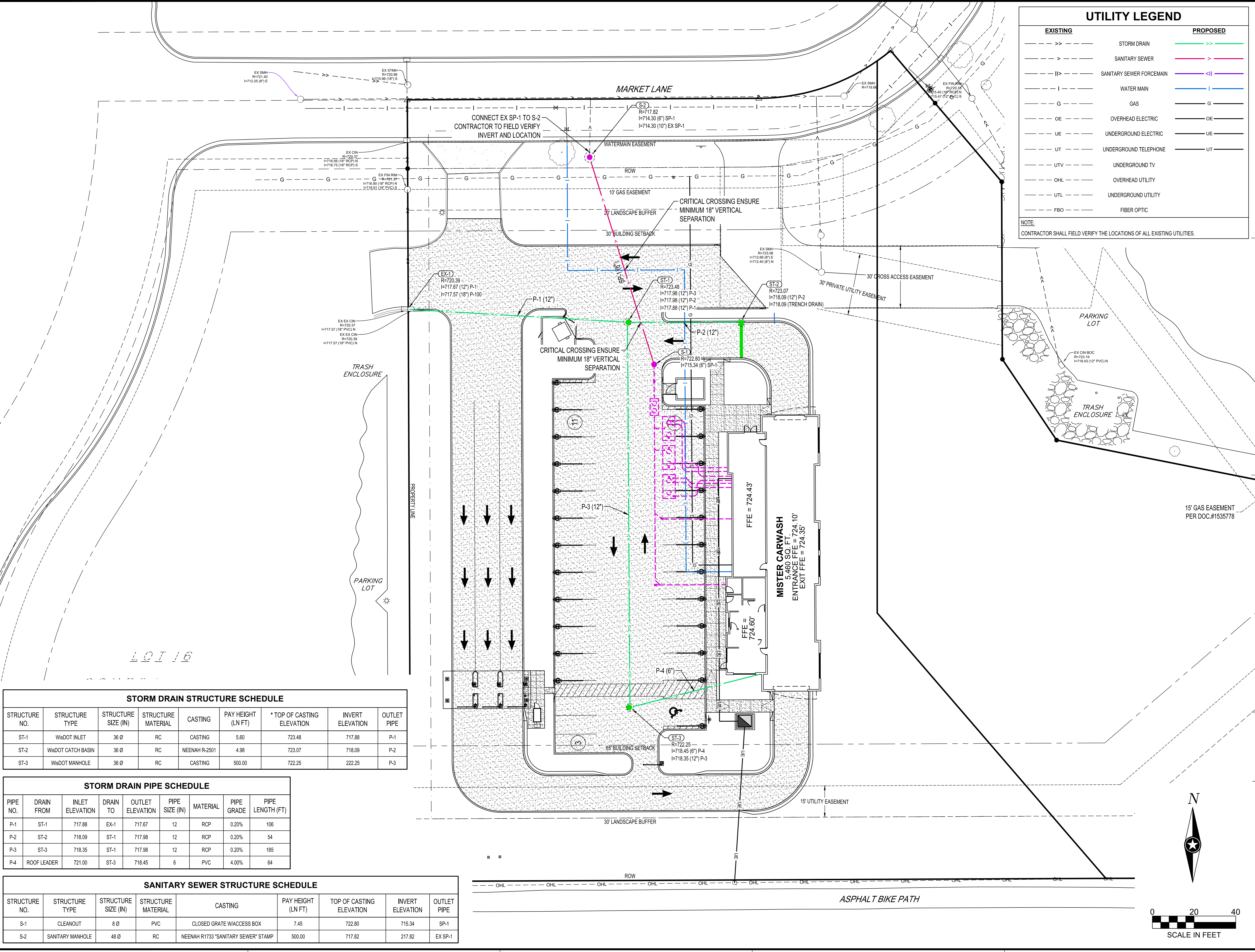
UTV

OHL

UTL

FBO

NOTE:
CONTRACTOR SHALL FIELD VERIFY THE LOCATIONS OF ALL EXISTING UTILITIES.



STORM DRAIN STRUCTURE SCHEDULE								
STRUCTURE NO.	STRUCTURE TYPE	STRUCTURE SIZE (IN)	STRUCTURE MATERIAL	CASTING	PAY HEIGHT (LN FT)	* TOP OF CASTING ELEVATION	INVERT ELEVATION	OUTLET PIPE
ST-1	WisDOT INLET	36 Ø	RC	CASTING	5.60	723.48	717.88	P-1
ST-2	WisDOT CATCH BASIN	36 Ø	RC	NEENAH R-2501	4.98	723.07	718.09	P-2
ST-3	WisDOT MANHOLE	36 Ø	RC	CASTING	500.00	722.25	222.25	P-3

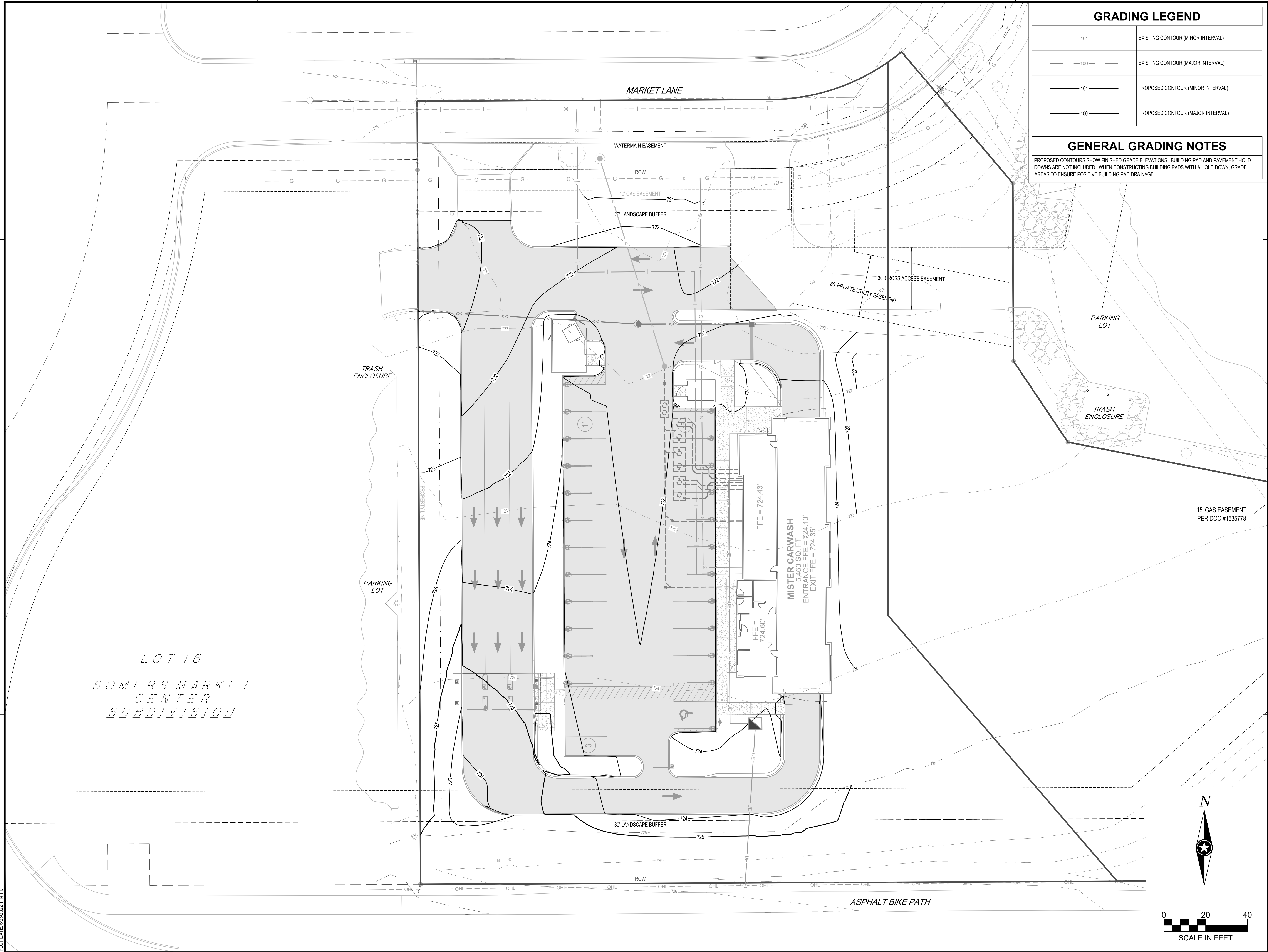
STORM DRAIN PIPE SCHEDULE								
PIPE NO.	DRAIN FROM	INLET ELEVATION	DRAIN TO	OUTLET ELEVATION	PIPE SIZE (IN)	MATERIAL	PIPE GRADE	PIPE LENGTH (FT)
P-1	ST-1	717.88	EX-1	717.67	12	RCP	0.20%	106
P-2	ST-2	718.09	ST-1	717.98	12	RCP	0.20%	54
P-3	ST-3	718.35	ST-1	717.98	12	RCP	0.20%	185
P-4	ROOF LEADER	721.00	ST-3	718.45	6	PVC	4.00%	64

SANITARY SEWER STRUCTURE SCHEDULE								
STRUCTURE NO.	STRUCTURE TYPE	STRUCTURE SIZE (IN)	STRUCTURE MATERIAL	CASTING	PAY HEIGHT (LN FT)	TOP OF CASTING ELEVATION	INVERT ELEVATION	OUTLET PIPE
S-1	CLEANOUT	8 Ø	PVC	CLOSED GRATE W/ACCESS BOX	7.45	722.80	715.34	SP-1
S-2	SANITARY MANHOLE	48 Ø	RC	NEENAH R1733 "SANITARY SEWER" STAMP	500.00	717.82	217.82	EX SP-1

N

SCALE IN FEET

PLOT DATE: 6/23/2022 1:41 PM



GRADING LEGEND

101

EXISTING CONTOUR (MINOR INTERVAL)

100

EXISTING CONTOUR (MAJOR INTERVAL)

101

PROPOSED CONTOUR (MINOR INTERVAL)

100

PROPOSED CONTOUR (MAJOR INTERVAL)

GENERAL GRADING NOTES

PROPOSED CONTOURS SHOW FINISHED GRADE ELEVATIONS. BUILDING PAD AND PAVEMENT HOLD DOWNS ARE NOT INCLUDED. WHEN CONSTRUCTING BUILDING PADS WITH A HOLD DOWN, GRADE AREAS TO ENSURE POSITIVE BUILDING PAD DRAINAGE.

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PROJECT

**MISTER CARWASH
SOMERS**

SOMERS

WISCONSIN

ISSUE SCHEDULE		
DATE	DESCRIPTION	BY

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO. 22-26725

FILE NAME 26725 C4-GRADE

DRAWN BY JAT

DESIGNED BY ART

REVIEWED BY ATB

TITLE

**SITE GRADING
PLAN**

SHEET

C4-10

N

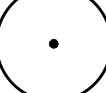
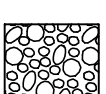
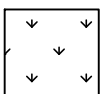
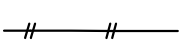
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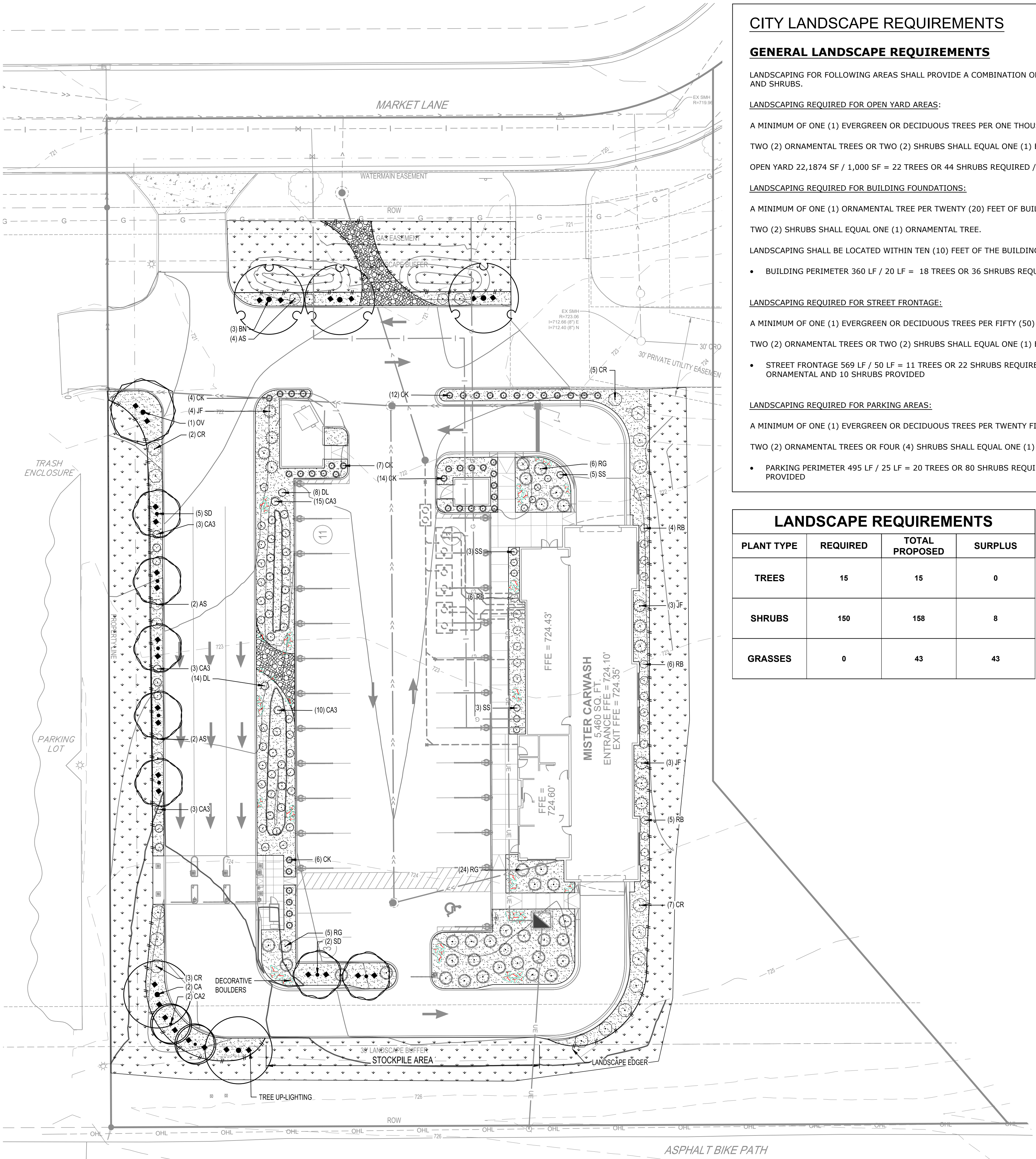
SCALE IN FEET

PRELIMINARY NOT FOR CONSTRUCTION

56 of 91

PLANT SCHEDULE

ORNAMENTAL TREES	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	ROOT
	CA2	2	CORNUS ALTERNIFOLIA PAGODA DOGWOOD	2.5" CAL	B & B
OVERSTORY TREES	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	ROOT
	BN	3	BETULA NIGRA RIVER BIRCH MULTI-TRUNK	2.5" CAL	B & B
	CA	2	CARPINUS CAROLINIANA AMERICAN HORNBEAM	2.5" CAL	B & B
	OV	1	OSTRYA VIRGINIANA AMERICAN HOPHORNBEAM	2.5" CAL	B & B
	SD	7	SORBUS DECORA SHOWY MOUNTAIN ASH	2.5" CAL	B & B
DECIDUOUS SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	ROOT
	AS	8	AMELANCHIER STOLONIFERA RUNNING SERVICEBERRY	5 GAL	CONT
	CA3	34	CEANOTHUS AMERICANUS NEW JERSEY TEA	5 GAL	CONT
	CR	17	CORNUS SERICEA RED TWIG DOGWOOD	2 GAL	CONT
	DL	22	DIERVILLA SESSILIFOLIA 'LPDC PODARAS' COOL SPLASH DWARF HONEYSUCKLE	2 GAL	CONT
	RG	35	RHUS AROMATICA 'GRO-LOW' GRO-LOW FRAGRANT SUMAC	2 GAL	CONT
	RB	21	ROSA BLANDA SMOOTH ROSE	1 GAL	CONT
	SS	11	SORBARIA SORBIFOLIA 'SEM' SEM ASH LEAF SPIREA	5 GAL	CONT
EVERGREEN SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	ROOT
	JF	10	JUNIPERUS CHINENSIS 'SEA GREEN' SEA GREEN JUNIPER	5 GAL	CONT
GRASSES	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	ROOT
	CK	43	CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER' KARL FOERSTER FEATHER REED GRASS	2 GAL	CONT
ROCK MULCH	QTY	BOTANICAL / COMMON NAME	SIZE	ROOT	
	9,305 SF	2" - 3" DECORATIVE GRANITE LANDSCAPE ROCK (GRAY COLOR) WITH NON WOVEN LANDSCAPE FABRIC			
	668	3" - 6" DIA RIVER ROCK AT 3" DEPTH			
SEED MIX	QTY	BOTANICAL / COMMON NAME	SIZE	ROOT	
	12,252 SF	WISDOT SEED MIX #40			
EDGER	QTY	DESCRIPTION	SIZE	ROOT	
	715 LF	STEEL EDGER (SEE DETAIL)			
BOULDERS	QTY	DESCRIPTION	SIZE	ROOT	
	20	3' x 2' x 1.5' PROPOSED BOULDERS (SEE DETAIL) SUBMIT PICTURES & DIMENSIONS PRIOR TO INSTALLATION			
	43	2' x 1.5' x 1' PROPOSED BOULDERS (SEE DETAIL) SUBMIT PICTURES & DIMENSIONS PRIOR TO INSTALLATION			
LIGHTING	QTY	DESCRIPTION	SIZE	ROOT	
	30	TREE UP-LIGHT BY LUMINAIRE MODEL KG-3LED-SB			



CITY LANDSCAPE REQUIREMENTS

GENERAL LANDSCAPE REQUIREMENTS

LANDSCAPING FOR FOLLOWING AREAS SHALL PROVIDE A COMBINATION OF DECIDUOUS, ORNAMENTAL TREES AND SHRUBS.

LANDSCAPING REQUIRED FOR OPEN YARD AREAS:

A MINIMUM OF ONE (1) EVERGREEN OR DECIDUOUS TREES PER ONE THOUSAND (1,000) SF OF OPEN YARD AREA.

TWO (2) ORNAMENTAL TREES OR TWO (2) SHRUBS SHALL EQUAL ONE (1) EVERGREEN OR DECIDUOUS TREE.

OPEN YARD 22,1874 SF / 1,000 SF = 22 TREES OR 44 SHRUBS REQUIRED / 6 TREES AND 32 SHRUBS PROVIDED

LANDSCAPING REQUIRED FOR BUILDING FOUNDATIONS:

A MINIMUM OF ONE (1) ORNAMENTAL TREE PER TWENTY (20) FEET OF BUILDING FOUNDATION.

TWO (2) SHRUBS SHALL EQUAL ONE (1) ORNAMENTAL TREE.

LANDSCAPING SHALL BE LOCATED WITHIN TEN (10) FEET OF THE BUILDING.

- BUILDING PERIMETER 360 LF / 20 LF = 18 TREES OR 36 SHRUBS REQUIRED / 36 SHRUBS PROVIDED

LANDSCAPING REQUIRED FOR STREET FRONTAGE:

A MINIMUM OF ONE (1) EVERGREEN OR DECIDUOUS TREES PER FIFTY (50) FEET IF STREET FRONTAGE

TWO (2) ORNAMENTAL TREES OR TWO (2) SHRUBS SHALL EQUAL ONE (1) EVERGREEN OR DECIDUOUS TREE.

- STREET FRONTAGE 569 LF / 50 LF = 11 TREES OR 22 SHRUBS REQUIRED / 5 DECIDUOUS TREES, 2 ORNAMENTAL AND 10 SHRUBS PROVIDED

LANDSCAPING REQUIRED FOR PARKING AREAS:

A MINIMUM OF ONE (1) EVERGREEN OR DECIDUOUS TREES PER TWENTY FIVE (25) FEET OF PARKING PERIMETER.

TWO (2) ORNAMENTAL TREES OR FOUR (4) SHRUBS SHALL EQUAL ONE (1) EVERGREEN OR DECIDUOUS TREE.

- PARKING PERIMETER 495 LF / 25 LF = 20 TREES OR 80 SHRUBS REQUIRED / 2 TREES AND 72 SHRUBS PROVIDED

LANDSCAPE REQUIREMENTS

PLANT TYPE	REQUIRED	TOTAL PROPOSED	SURPLUS
TREES	15	15	0
SHRUBS	150	158	8
GRASSES	0	43	43



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PROJECT

MISTER CARWASH SOMERS

SOMERS WISCONSIN

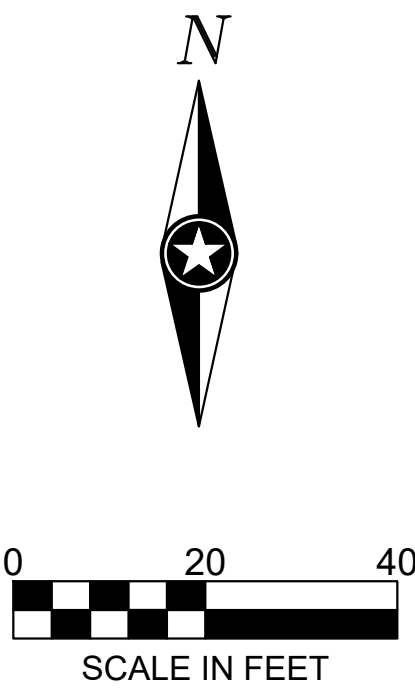
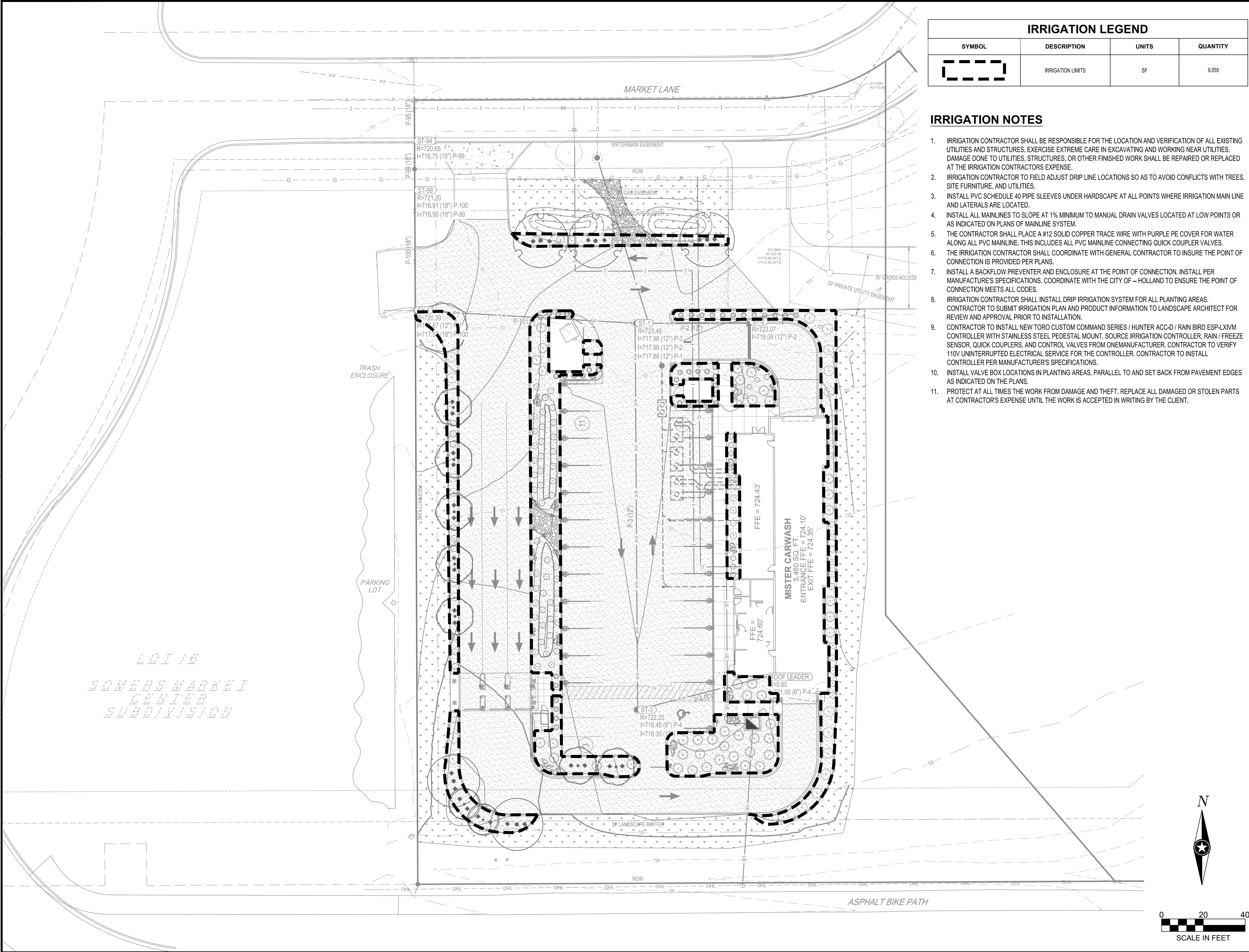
ISSUE SCHEDULE		
DATE	DESCRIPTION	BY

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	22-26725
FILE NAME	26725 C5 - LANDSCAPE
DRAWN BY	AE
DESIGNED BY	AE
REVIEWED BY	DP

RESTORATION AND PLANTING PLAN

SHEET
C5-10



IRRIGATION LEGEND			
SYMBOL	DESCRIPTION	UNITS	QUANTITY
	IRRIGATION LIMITS	SF	9,555

IRRIGATION NOTES

1. IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION AND VERIFICATION OF ALL EXISTING UTILITIES AND STRUCTURES. EXERCISE EXTREME CARE IN EXCAVATING AND WORKING NEAR UTILITIES. DAMAGE DONE TO UTILITIES, STRUCTURES, OR OTHER FINISHED WORK SHALL BE REPAIRED OR REPLACED AT THE IRRIGATION CONTRACTORS EXPENSE.
2. IRRIGATION CONTRACTOR TO FIELD ADJUST DRIP LINE LOCATIONS SO AS TO AVOID CONFLICTS WITH TREES, SITE FURNITURE, AND UTILITIES.
3. INSTALL PVC SCHEDULE 40 PIPE SLEEVES UNDER HARDSCAPE AT ALL POINTS WHERE IRRIGATION MAIN LINE AND LATERALS ARE LOCATED.
4. INSTALL ALL MAINLINES TO SLOPE AT 1% MINIMUM TO MANUAL DRAIN VALVES LOCATED AT LOW POINTS OR AS INDICATED ON PLANS OF MAINLINE SYSTEM.
5. THE CONTRACTOR SHALL PLACE A #12 SOLID COPPER TRACE WIRE WITH PURPLE PE COVER FOR WATER ALONG ALL PVC MAINLINE. THIS INCLUDES ALL PVC MAINLINE CONNECTING QUICK COUPLER VALVES.
6. THE IRRIGATION CONTRACTOR SHALL COORDINATE WITH GENERAL CONTRACTOR TO INSURE THE POINT OF CONNECTION IS PROVIDED PER PLANS.
7. INSTALL A BACKFLOW PREVENTER AND ENCLOSURE AT THE POINT OF CONNECTION. INSTALL PER MANUFACTURE'S SPECIFICATIONS. COORDINATE WITH THE CITY OF -- HOLLAND TO ENSURE THE POINT OF CONNECTION MEETS ALL CODES.
8. IRRIGATION CONTRACTOR SHALL INSTALL DRIP IRRIGATION SYSTEM FOR ALL PLANTING AREAS. CONTRACTOR TO SUBMIT IRRIGATION PLAN AND PRODUCT INFORMATION TO LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION.
9. CONTRACTOR TO INSTALL NEW TORO CUSTOM COMMAND SERIES / HUNTER ACC-D / RAIN BIRD ESP-LXIVM CONTROLLER WITH STAINLESS STEEL PEDESTAL MOUNT. SOURCE IRRIGATION CONTROLLER, RAIN / FREEZE SENSOR, QUICK COUPLERS, AND CONTROL VALVES FROM ONEMANUFACTURER. CONTRACTOR TO VERIFY 110V UNINTERRUPTED ELECTRICAL SERVICE FOR THE CONTROLLER. CONTRACTOR TO INSTALL CONTROLLER PER MANUFACTURER'S SPECIFICATIONS.
10. INSTALL VALVE BOX LOCATIONS IN PLANTING AREAS, PARALLEL TO AND SET BACK FROM PAVEMENT EDGES AS INDICATED ON THE PLANS.
11. PROTECT AT ALL TIMES THE WORK FROM DAMAGE AND THEFT. REPLACE ALL DAMAGED OR STOLEN PARTS AT CONTRACTOR'S EXPENSE UNTIL THE WORK IS ACCEPTED IN WRITING BY THE CLIENT.



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PROJECT

MISTER CARWASH
SOMERS

SOMERS WISCONSIN

ISSUE SCHEDULE		
DATE	DESCRIPTION	BY

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

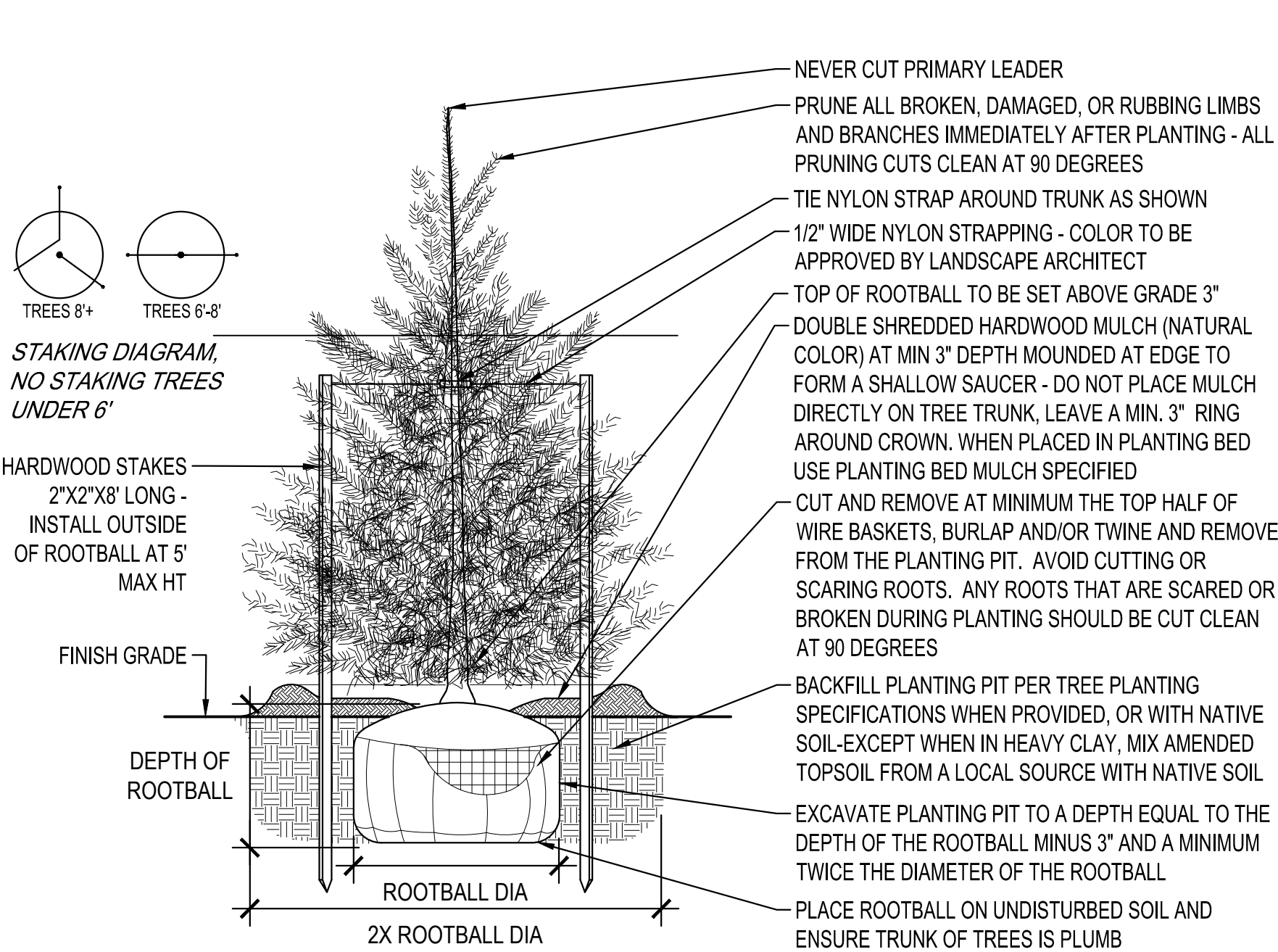
PROJECT NO.	22-26725
FILE NAME	26725 C5 - LANDSCAPE
DRAWN BY	AE
DESIGNED BY	AE
REVIEWED BY	DP

TITLE

IRRIGATION PLAN

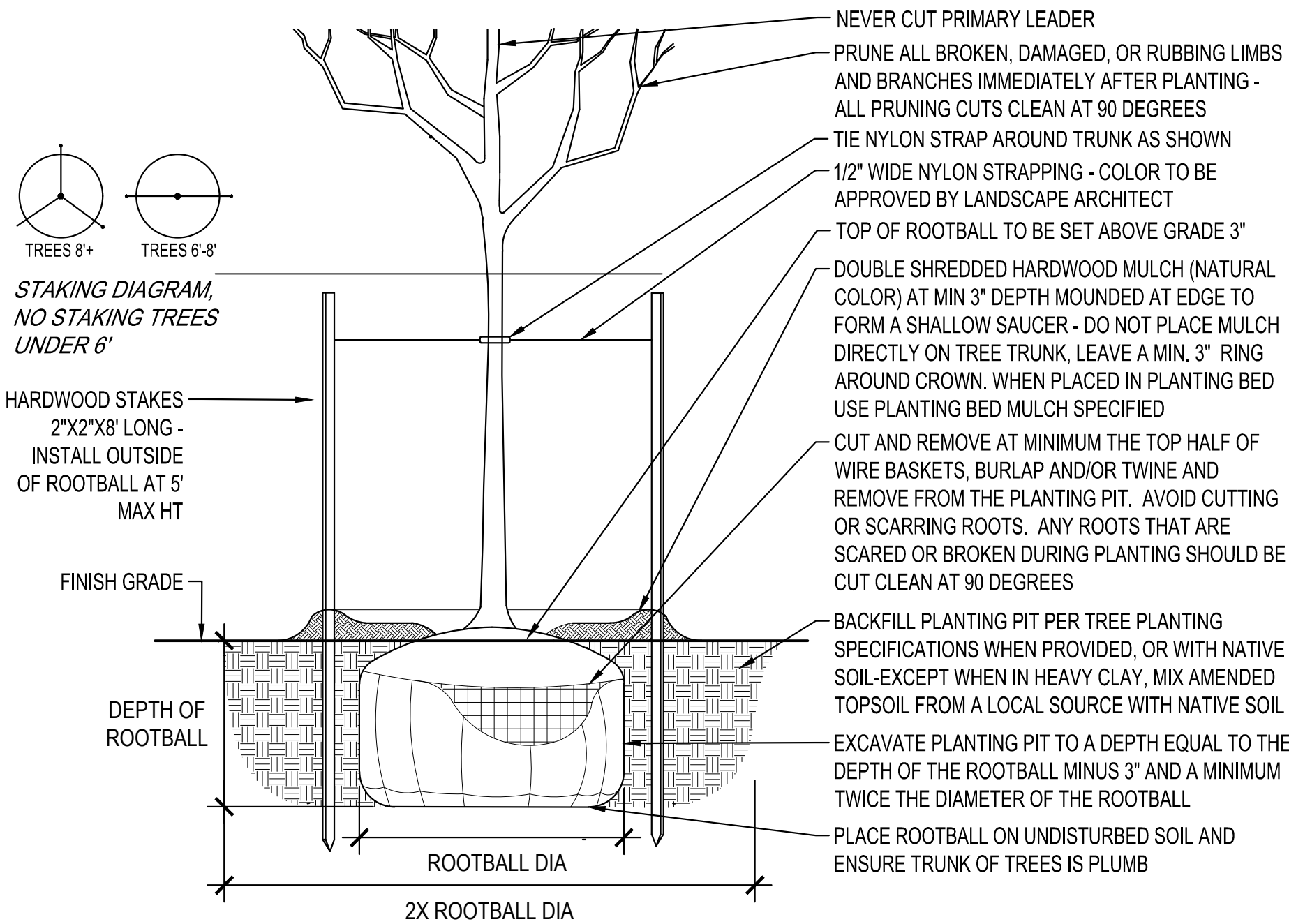
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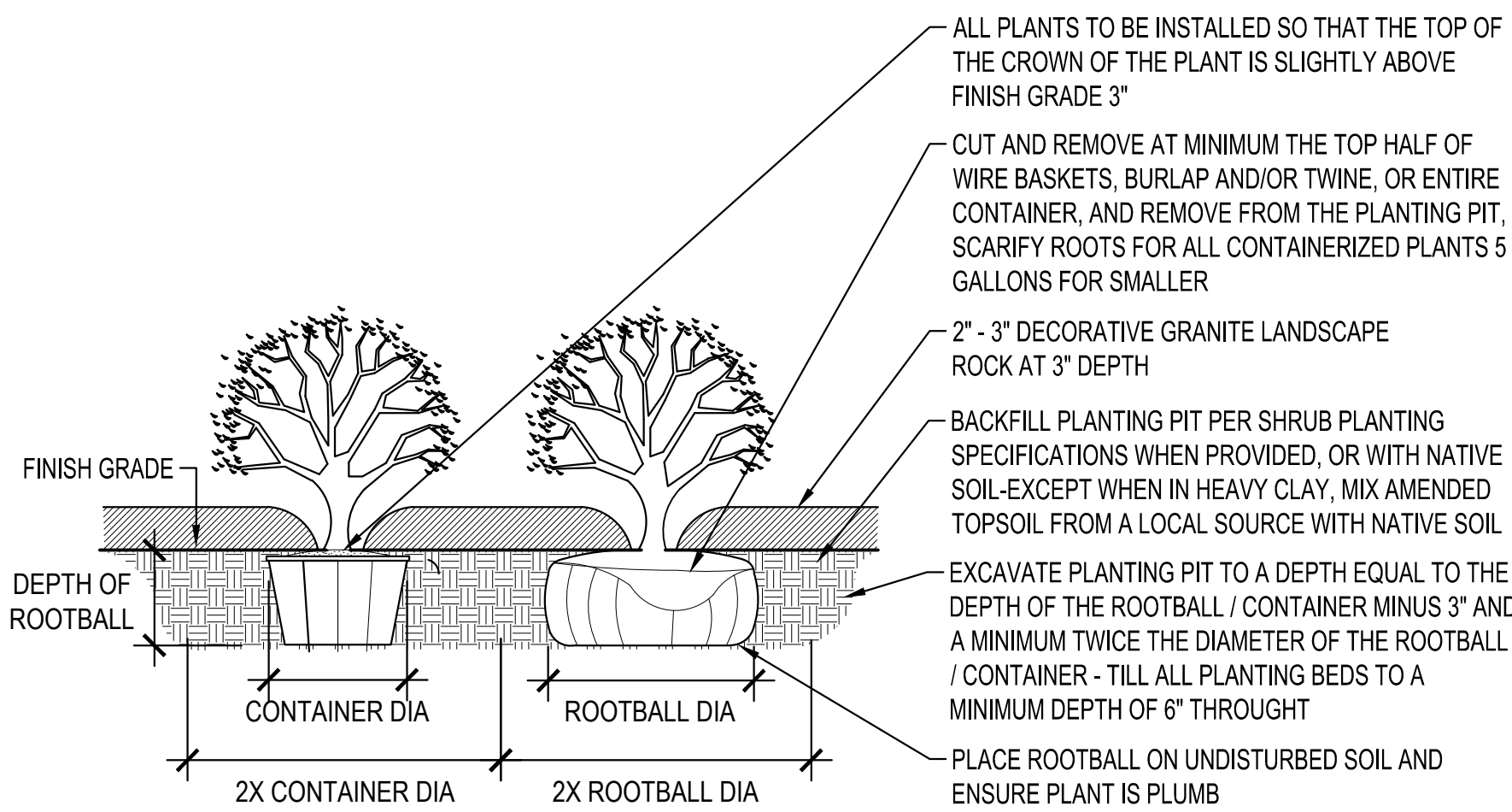
CONIFER / EVERGREEN TREE PLANTING DETAIL

NTS



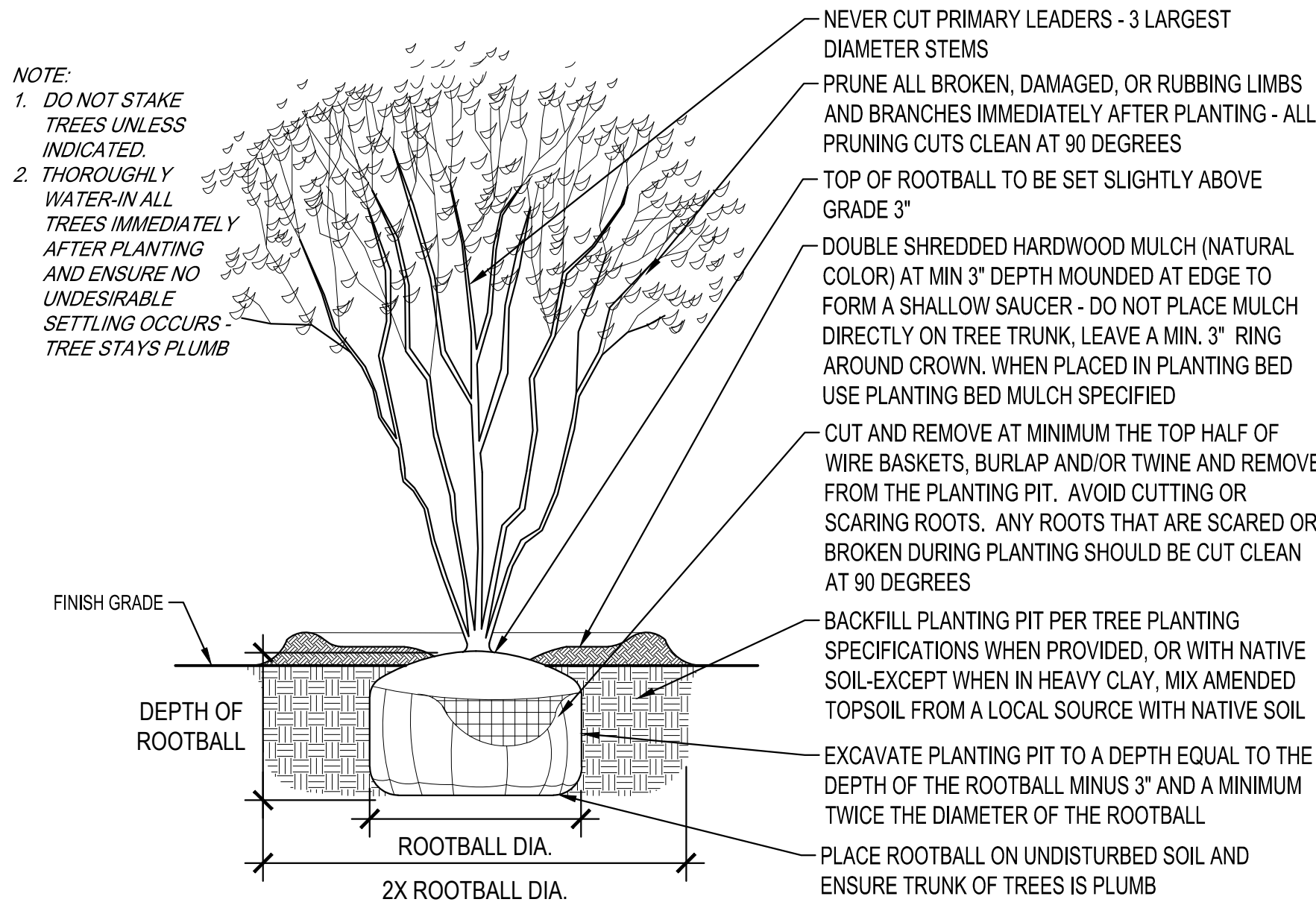
DECIDUOUS TREE PLANTING DETAIL

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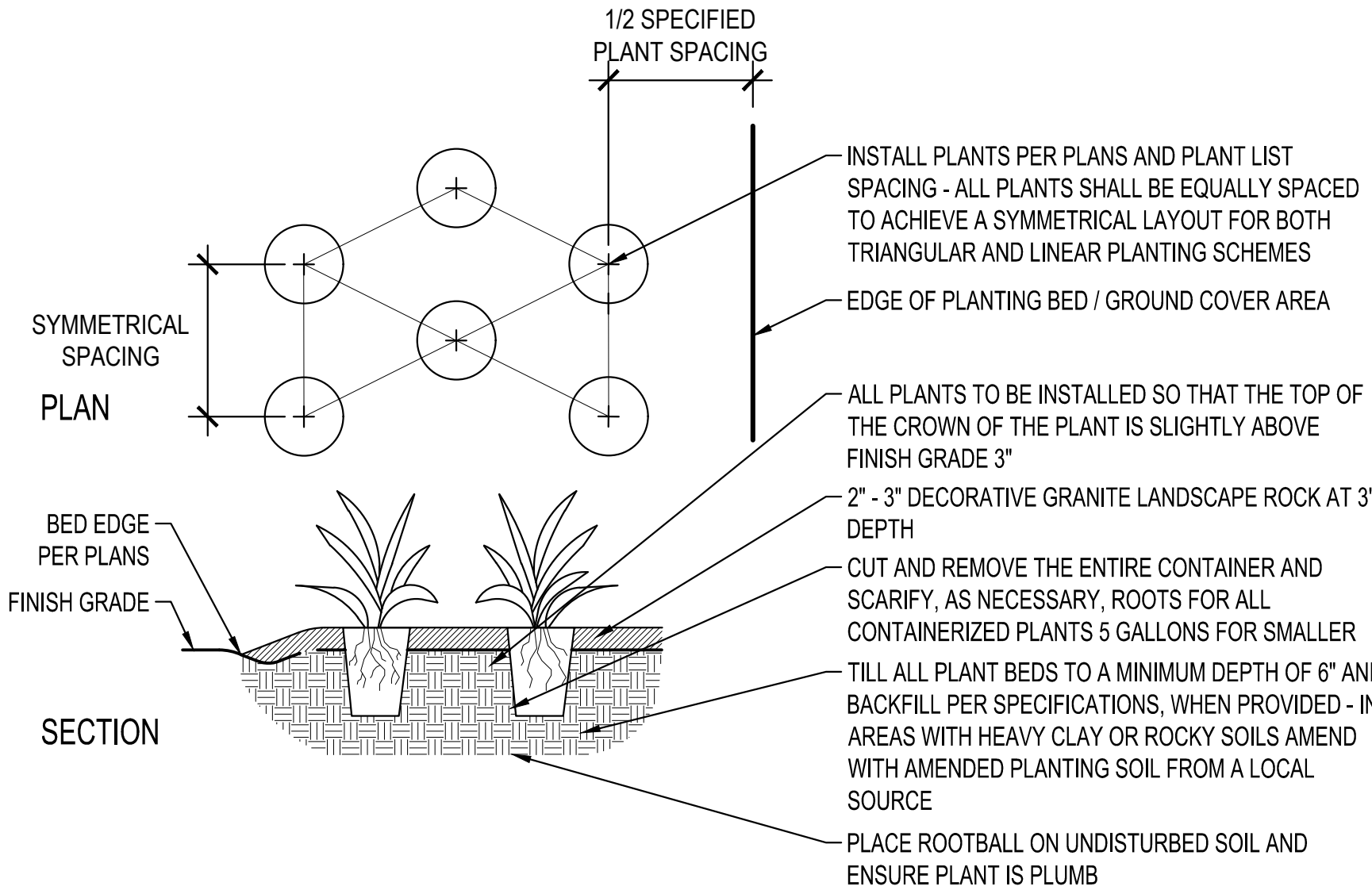
SHRUB PLANTING DETAIL

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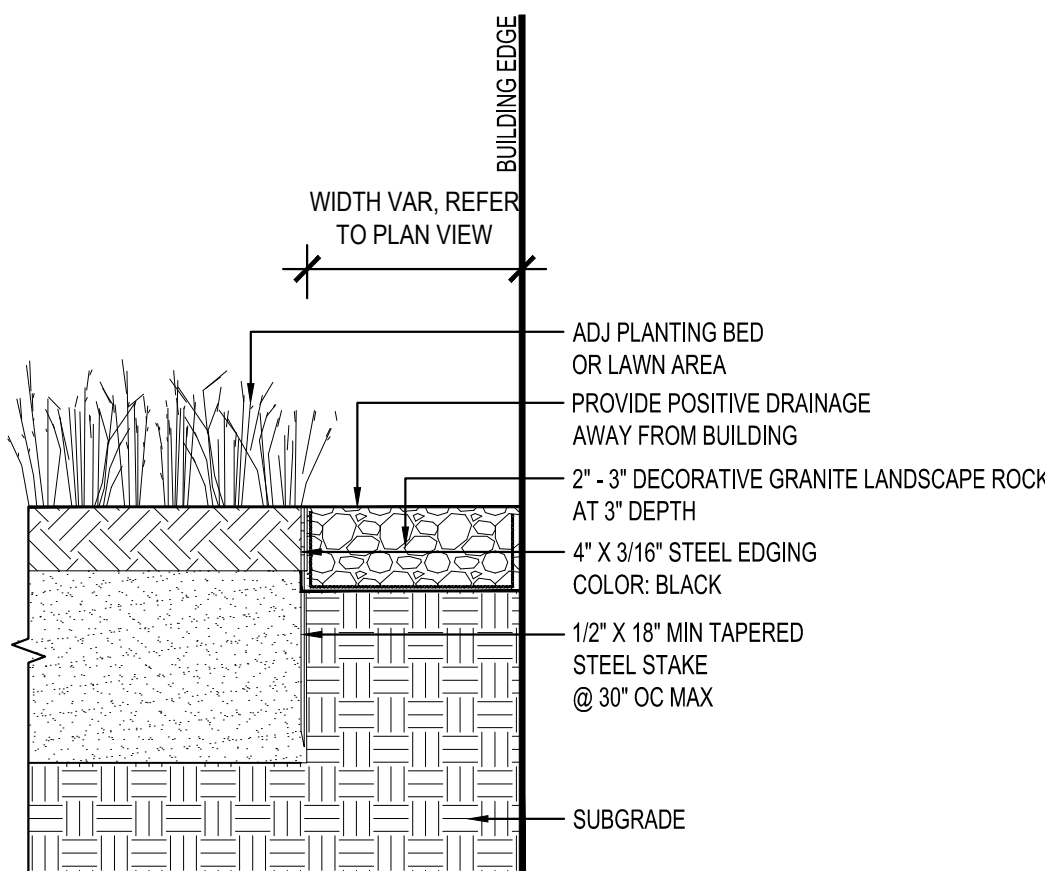
MULTI-STEM TREE PLANTING DETAILS

NTS



PERENNIAL PLANTING DETAIL

NTS



MAINTENANCE EDGE AT BUILDING

NTS

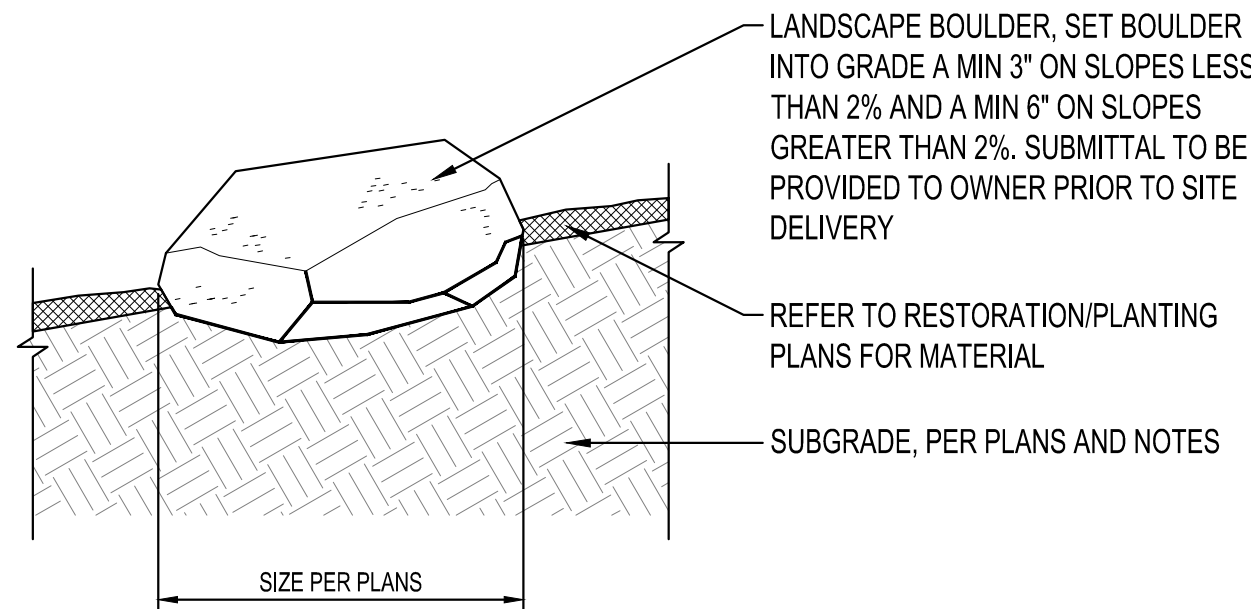
PLANTING NOTES

- COORDINATE LOCATION OF ALL UTILITIES (LINES, DUCTS, CONDUITS, SLEEVES, FOOTINGS, ETC.) WITH LOCATIONS OF PROPOSED LANDSCAPE ELEMENTS (FENCE, FOOTINGS, TREE ROOTBALLS, ETC.). CONTRACTOR SHALL REPORT ANY DISCREPANCIES TO OWNER'S REPRESENTATIVE PRIOR TO CONTINUING WORK.
- SAVE AND PROTECT ALL EXISTING TREES NOT NOTED TO BE REMOVED.
- REMOVE ALL CONSTRUCTION DEBRIS AND MATERIALS INJURIOUS TO PLANT GROWTH FROM PLANTING PITS AND BEDS PRIOR TO BACKFILLING WITH PLANTING MIX.
- TOPSOIL SHALL MEET WISDOT SPECIFICATION 625 TOPSOIL AND SALVAGED TOPSOIL SPECIFICATIONS. TOPSOIL SHALL CONSIST OF LOAM, SANDY LOAM, SILT LOAM, SILT CLAY LOAM, OR CLAY LOAM HUMUS-BEARING SOILS ADAPTED TO SUSTAIN PLANT LIFE. ENSURE THIS TOPSOIL IS IN A PH RANGE OF 6.0-7.5 WITH NO LESS THAN 3 PERCENT SOIL ORGANIC MATTER.
- REFER TO PLANTING AND SITE DETAILS FOR AMENDED SOIL DEPTH IN PLANTING BEDS AND SURROUNDING TREES. REFER TO SPECIFICATIONS FOR MIX TYPE.
- FIELD STAKE PLANTINGS ACCORDING TO PLAN. OWNER'S REPRESENTATIVE SHALL APPROVE ALL PLANT LOCATIONS PRIOR TO INSTALLATION. OWNER RESERVES THE RIGHT TO REVISE PLANTING LAYOUT AT TIME OF INSTALLATION.
- ALL PLANT MATERIALS SHALL BE TRUE TO THEIR SCIENTIFIC NAME AND SIZE AS INDICATED IN THE PLANT SCHEDULE.
- IF DISCREPANCIES EXIST BETWEEN THE NUMBER OF PLANTS DRAWN ON THE PLANTING PLAN AND THE NUMBER OF PLANTS IN THE SCHEDULE, THE PLANTING PLAN SHALL GOVERN.
- ANY PROPOSED SUBSTITUTIONS OF PLANT SPECIES SHALL BE MADE WITH PLANTS OF EQUIVALENT OVERALL FORM, HEIGHT, BRANCHING HABIT, FLOWER, LEAF, COLOR, FRUIT AND CULTURE, AND ONLY AFTER WRITTEN APPROVAL OF THE OWNER'S REPRESENTATIVE AND OWNER.
- ALL PLANT MATERIALS MUST CONFORM TO AMERICAN STANDARDS FOR NURSERY STOCK (A.N.S.I.), LATEST EDITION PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN, WASHINGTON D.C. LARGER SIZED PLANT MATERIALS OF THE SPECIES LISTED MAY BE USED IF THE STOCK CONFORMS TO A.N.S.I.
- ALL PLANT MATERIAL SHALL BE GUARANTEED BY THE CONTRACTOR TO BE IN A LIVE AND HEALTHY GROWING CONDITION FOR ONE FULL GROWING SEASON (ONE YEAR) AFTER FINAL PROJECT ACCEPTANCE OR SHALL BE REPLACED BY THE CONTRACTOR FREE OF CHARGE WITH THE SAME GRADE AND SPECIES.
- ALL TREES SHALL HAVE A STRONG CENTRAL LEADER. ANY TREES DEEMED NOT TO HAVE A STRONG CENTRAL LEADER SHALL BE REJECTED.
- CONTRACTOR IS RESPONSIBLE FOR ALL DAMAGE DUE TO CONSTRUCTION OPERATIONS. ANY AREAS THAT ARE DISTURBED SHALL BE RESTORED TO ITS ORIGINAL CONDITION AT NO ADDITIONAL COST TO THE OWNER.
- PROVIDE DOUBLE SHREDDED HARDWOOD MULCH (NATURAL COLOR) SURROUNDING ALL PROPOSED TREES (5' Ø) AND WITHIN PLANTING BEDS A 2" - 3" DECORATIVE LANDSCAPE ROCK AT (GRAY COLOR) 3" MINIMUM DEPTH WITH NON WOVEN LANDSCAPE FABRIC AS SHOWN IN TREE PLANTING DETAIL. APPLY PRE-EMERGENT TO ALL PLANTING BEDS PRIOR TO MULCHING. REFER TO PLANS FOR ADDITIONAL DETAILS. REFER TO STORMWATER DETAILS FOR BASIN CONSTRUCTION AND MULCH APPLICATION.
- MULCHING MATERIAL SHALL BE DOUBLE SHREDDED HARDWOOD MULCH (NATURAL COLOR), WITH NO INDIVIDUAL PIECES LARGER THAN 3", FREE OF GROWTH OR GERMINATION INHIBITING INGREDIENTS, 3" MINIMUM DEPTH. MINIMUM DEPTHS AT LOCATIONS INDICATED ON DRAWINGS.
- TURF AREAS DISTURBED BY CONSTRUCTION SHALL BE SODDED IF NOT INDICATED ON THE PLANS AS ANOTHER SURFACE.
- CONTRACTOR SHALL PROVIDE SAMPLE OF SHREDDED HARDWOOD MULCH TO BE APPROVED BY OWNER AND ARCHITECT.
- INDICATED QUANTITIES ARE ESTIMATES AND SHOULD BE CONFIRMED BY THE CONTRACTOR/BIDDER.
- ADJUST SPACING OF PLANT MATERIALS AROUND ADJACENT UTILITY STRUCTURES.

NOTES:

ALL BOULDERS SHALL BE FREE OF SHARP EDGES AND SURFACES THAT COULD BE HARMFUL TO PEDESTRIANS. FLAT SIDE OF BOULDER TO BE PLACED UPWARDS.
BOULDERS TO BE LOCALLY SOURCED FIELDSTONE BOULDERS. SUBMIT PICTURES AND DIMENSIONS PRIOR TO INSTALLATION TO LANDSCAPE ARCHITECT.

GENERAL BOULDER SIZES:
31% 3' X 2' X 1.5'
69% 2' X 1.5' X 1'



LANDSCAPE BOULDERS

NTS



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PROJECT

MISTER CARWASH
SOMERS

SOMERS WISCONSIN

ISSUE SCHEDULE		
DATE	DESCRIPTION	BY

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	22-26725
FILE NAME	26725 C5 - LANDSCAPE
DRAWN BY	AE
DESIGNED BY	AE
REVIEWED BY	DP

TITLE

PLANTING NOTES
AND DETAILS

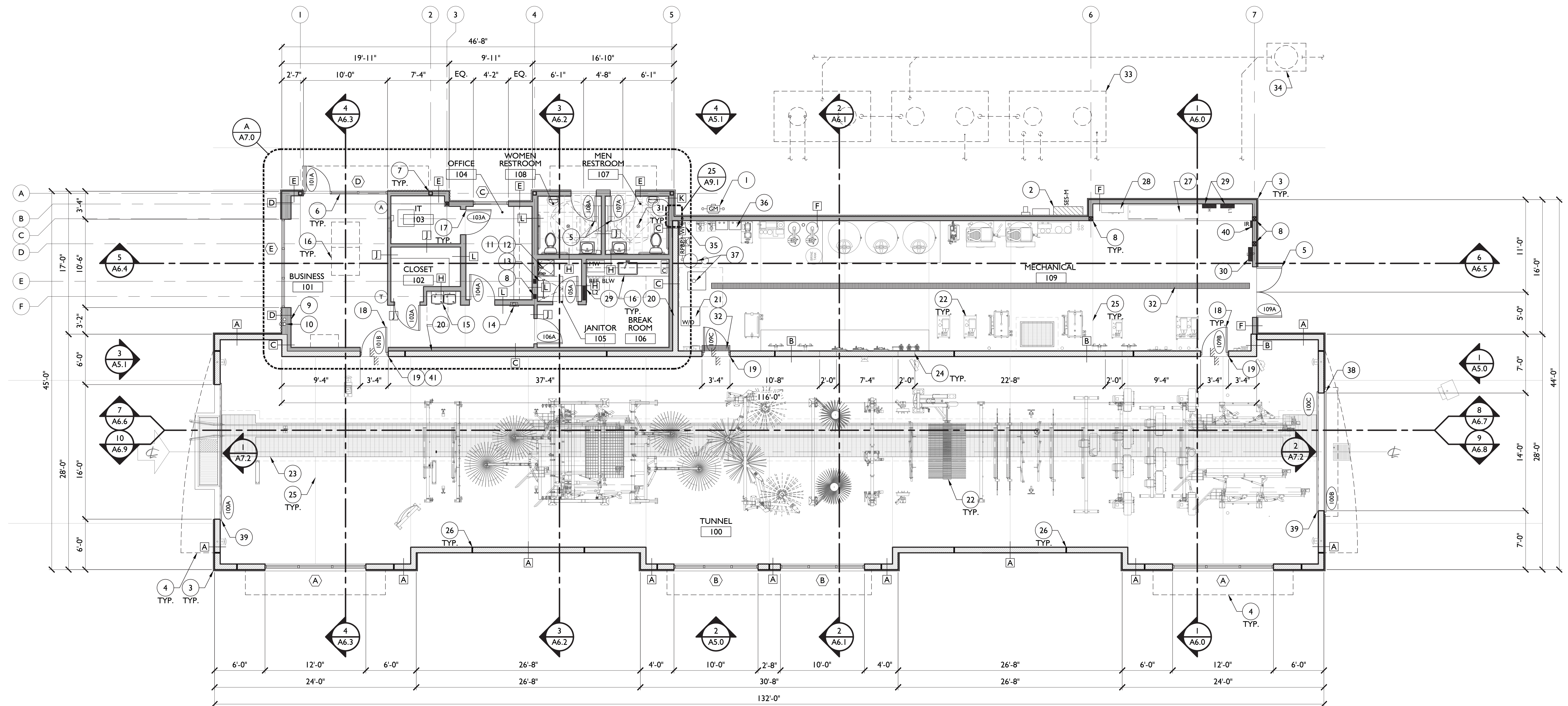
SHEET

C5-30

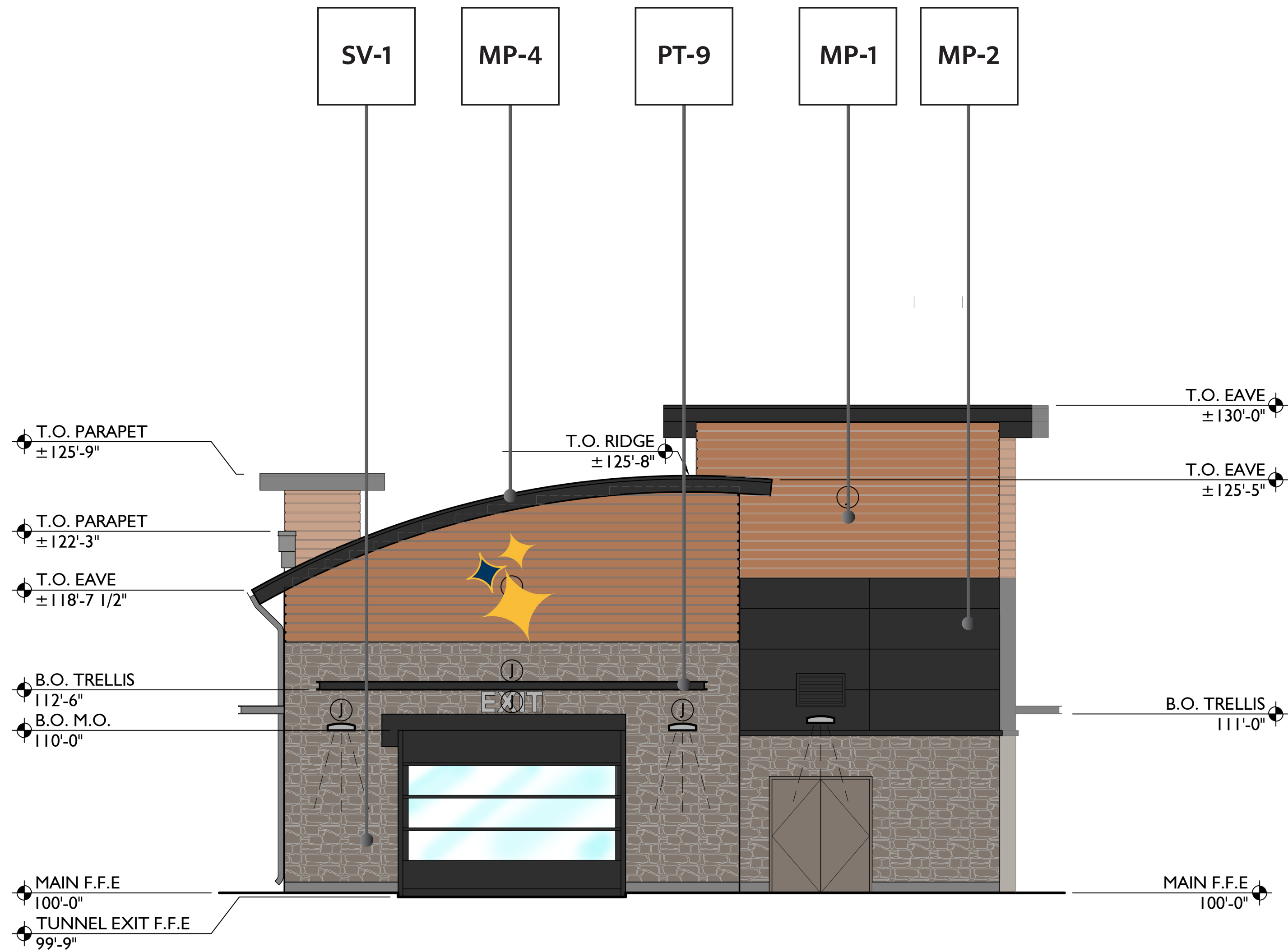


August 2, 2022

Mister Car Wash WI 1481, 130C1
Elevations and Materials
A23 Studios #22085



1 **FLOOR PLAN**
3/16" = 1'

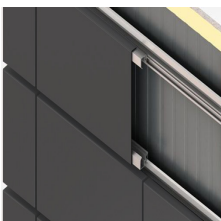
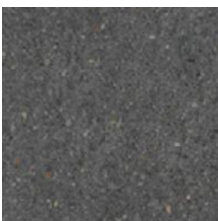
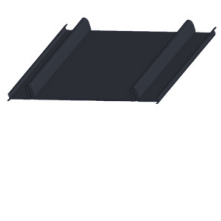
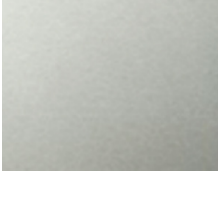
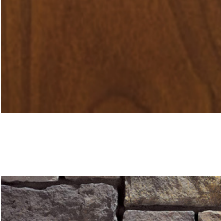
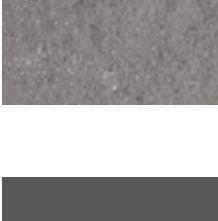
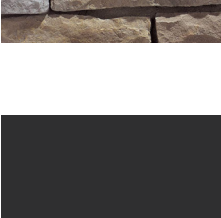
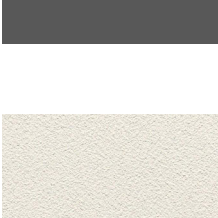


MATERIAL TAKE OFF

Exterior Building Finishes - 8,885 sqft - 100%

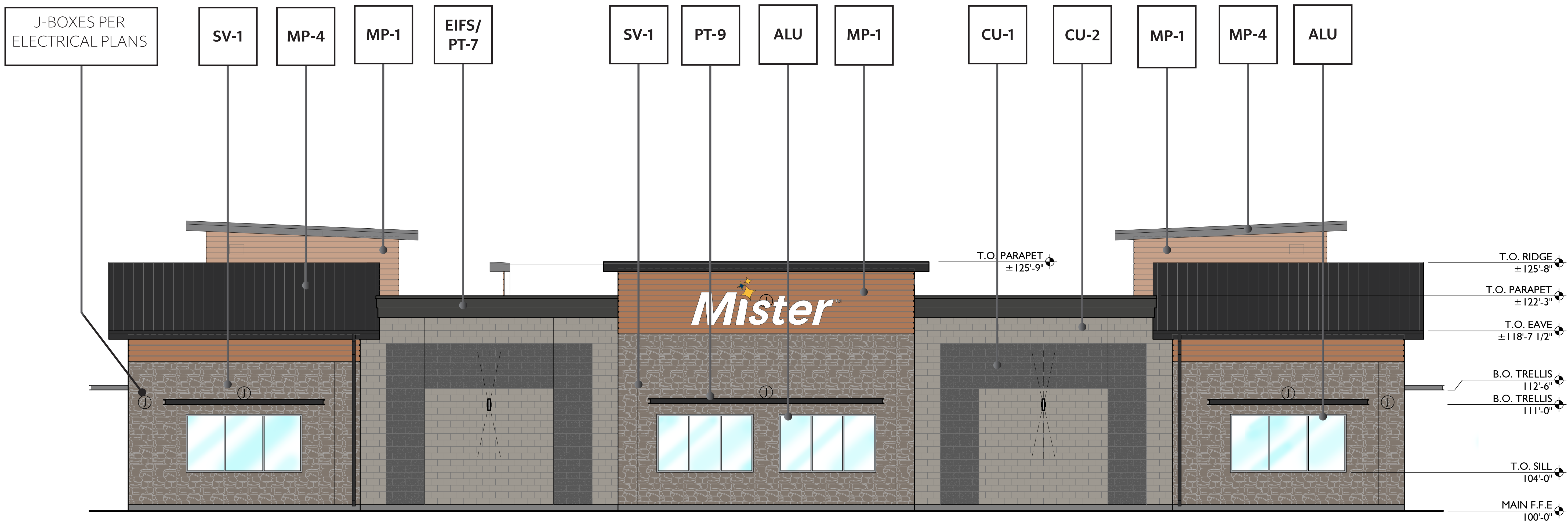
- A. (SV-1) Natural Stone (Veneer) - 2,108 sqft - 24%
- B. (ALU) Store Front and Glass - 511 sqft - 6%
- C. (EIFS) EIFS - 1,609 sqft - 18%
- D. (CU-1/2) CMU - 1,032 sqft - 12%
- E. (MP-1) Alumaboard - 2,422 sqft - 27%
- F. (MP-2) Metal Wall Panel - 798 sqft - 9%
- G. Polycarbonate Overhead Doors - 312 sqft - 3%
- H. Painted Hollow Metal Doors - 93 sqft - 1%

FINISH LEGEND

MP-2		METAL PANEL - ACM / COLOR TO BE CLOSE TO TRICORN BLACK SW 6528	CU-1		CMU (TEXTURED) - COLOR TO BE CLOSE TO PEPPERCORN SW7674
MP-4		METAL PANEL - PRE-FINISHED STANDING SEAM METAL ROOF / COLOR TO BE CLOSE TO TRICORN BLACK SW 6528	ALU		WINDOWS & DOORS - THERMALLY BROKEN ANODIZED ALUMINUM / CLEAR
MP-1		METAL PANEL - ALUMABOARD / PRE-FINISHED METAL SCREEN SYSTEM / HAZELNUT BROWN	CU-2		CMU (SMOOTH) - COLOR TO BE CLOSE TO ACIER SW9170
SV-1		STONE VENEER - ELDORADO / LIMESTONE / YORK	PT-3		EXTERIOR PAINT - SHERWIN-WILLIAMS / PEPPERCORN SW 7674
PT-9		EXTERIOR PAINT - SHERWIN-WILLIAMS / TRICORN BLACK SW 6528	EIFS		EXTERIOR INSULATION FINISHING SYSTEM
PT-6		EXTERIOR PAINT - SHERWIN-WILLIAMS / ACIER SW 9170			

1 CAR WASH TUNNEL EXIT ELEVATION

3/16" = 1'



2 CAR WASH TUNNEL WALL ELEVATION

3/16" = 1'



MATERIAL TAKE OFF

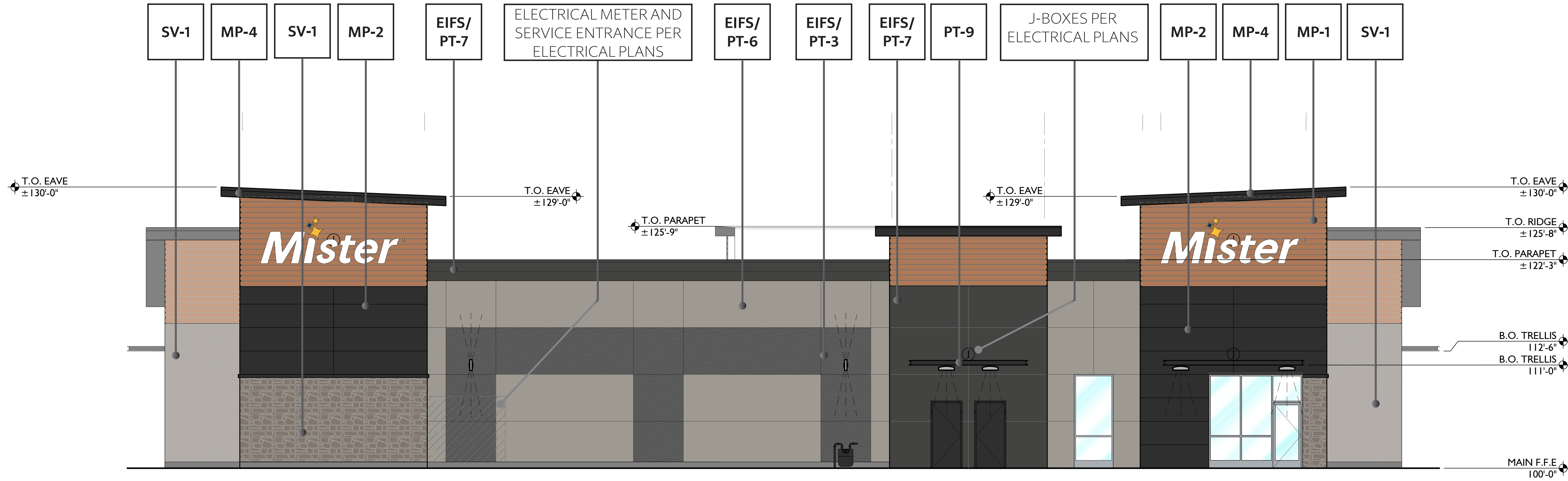
Exterior Building Finishes - 8,885 sqft - 100%	
A. (SV-1) Natural Stone (Veneer) - 2,108 sqft - 24%	
B. (ALU) Store Front and Glass - 511 sqft - 6%	
C. (EIFS) EIFS - 1,609 sqft - 18%	
D. (CU-1/2) CMU - 1,032 sqft - 12%	
E. (MP-1) Alumaboard - 2,422 sqft - 27%	
F. (MP-2) Metal Wall Panel - 798 sqft - 9%	
G. Polycarbonate Overhead Doors - 312 sqft - 3%	
H. Painted Hollow Metal Doors - 93 sqft - 1%	

FINISH LEGEND

MP-2		METAL PANEL - ACM / COLOR TO BE CLOSE TO TRICORN BLACK SW 6528	CU-1		CMU (TEXTURED) - COLOR TO BE CLOSE TO PEPPERCORN SW7674
MP-4		METAL PANEL - PRE-FINISHED STANDING SEAM METAL ROOF / COLOR TO BE CLOSE TO TRICORN BLACK SW 6528	ALU		WINDOWS & DOORS - THERMALLY BROKEN ANODIZED ALUMINUM / CLEAR
MP-1		METAL PANEL - ALUMABOARD / PRE-FINISHED METAL SCREEN SYSTEM / HAZELNUT BROWN	CU-2		CMU (SMOOTH) - COLOR TO BE CLOSE TO ACIER SW9170
SV-1		STONE VENEER - ELDORADO / LIMESTONE / YORK	PT-3		EXTERIOR PAINT - SHERWIN-WILLIAMS / PEPPERCORN SW 7674
PT-9		EXTERIOR PAINT - SHERWIN-WILLIAMS / TRICORN BLACK SW 6528	EIFS		EXTERIOR INSULATION FINISHING SYSTEM
PT-6		EXTERIOR PAINT - SHERWIN-WILLIAMS / ACIER SW 9170			

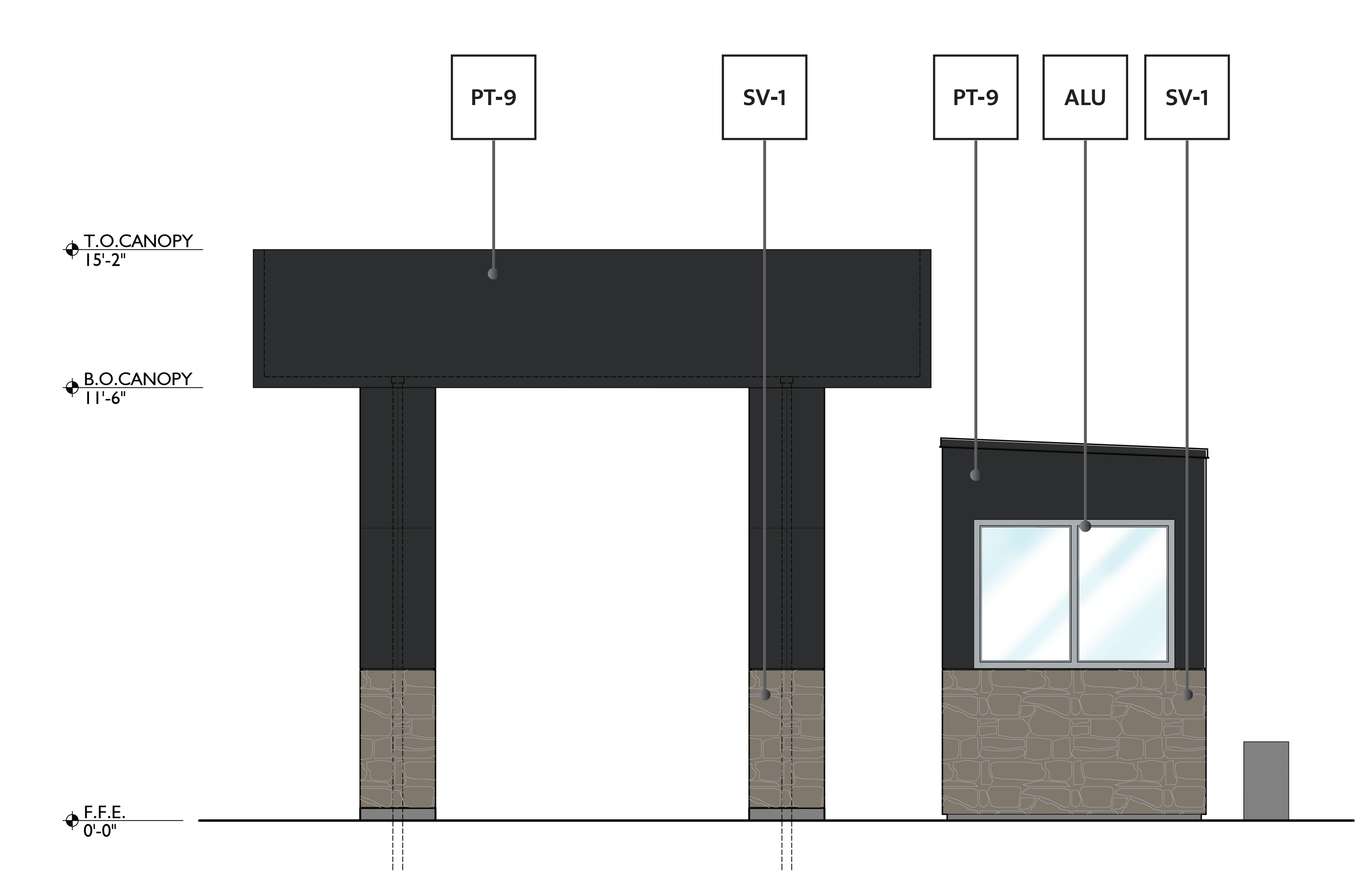
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3/16" = 1'

CAR WASH TUNNEL ENTRANCE

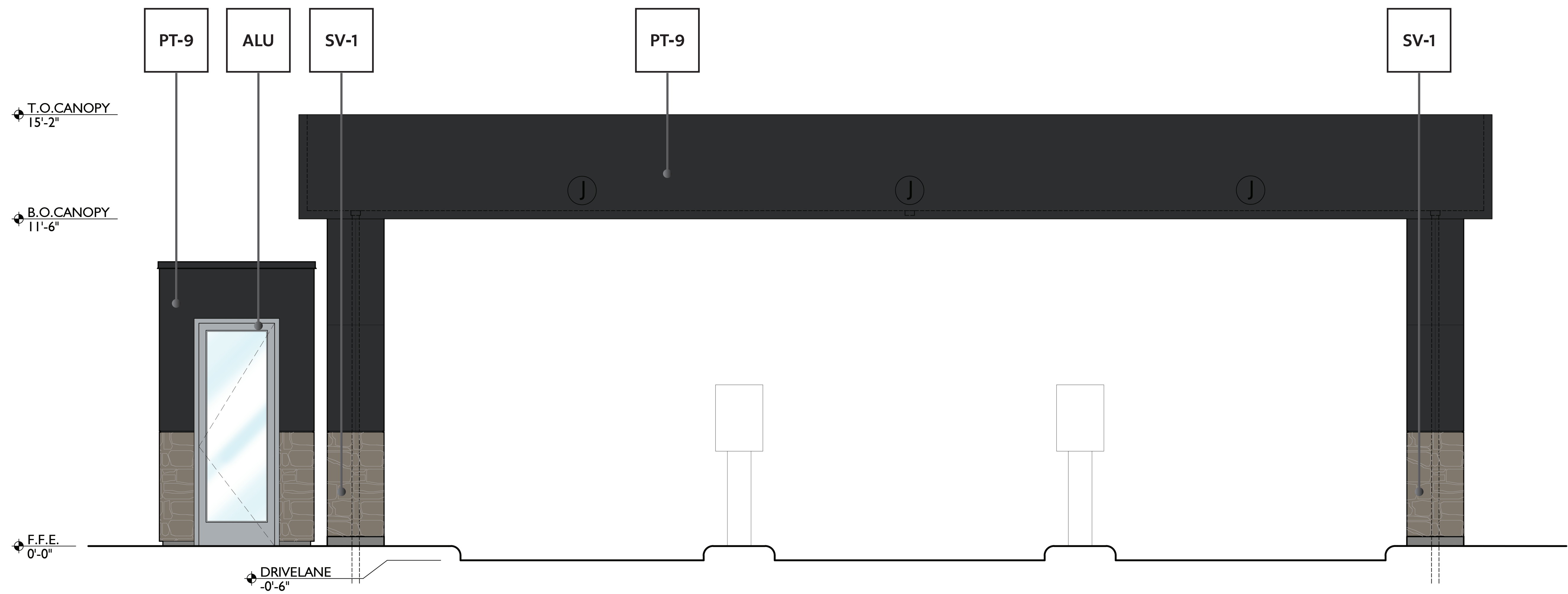


4
3/16" = 1'

BUSINESS/ MECHANICAL ELEVATION

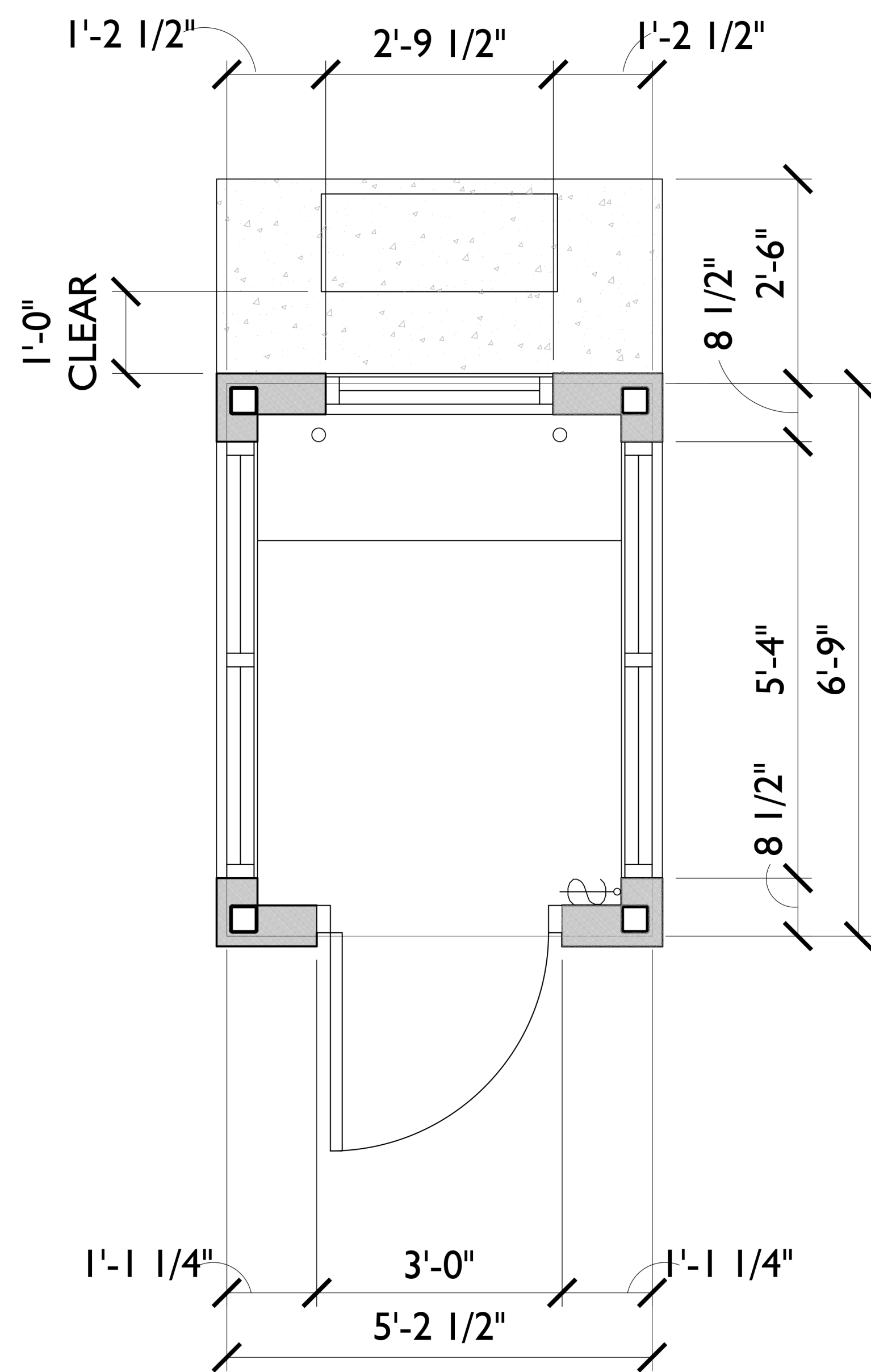


5 POS CANOPY SIDE ELEVATION
1/2" = 1'



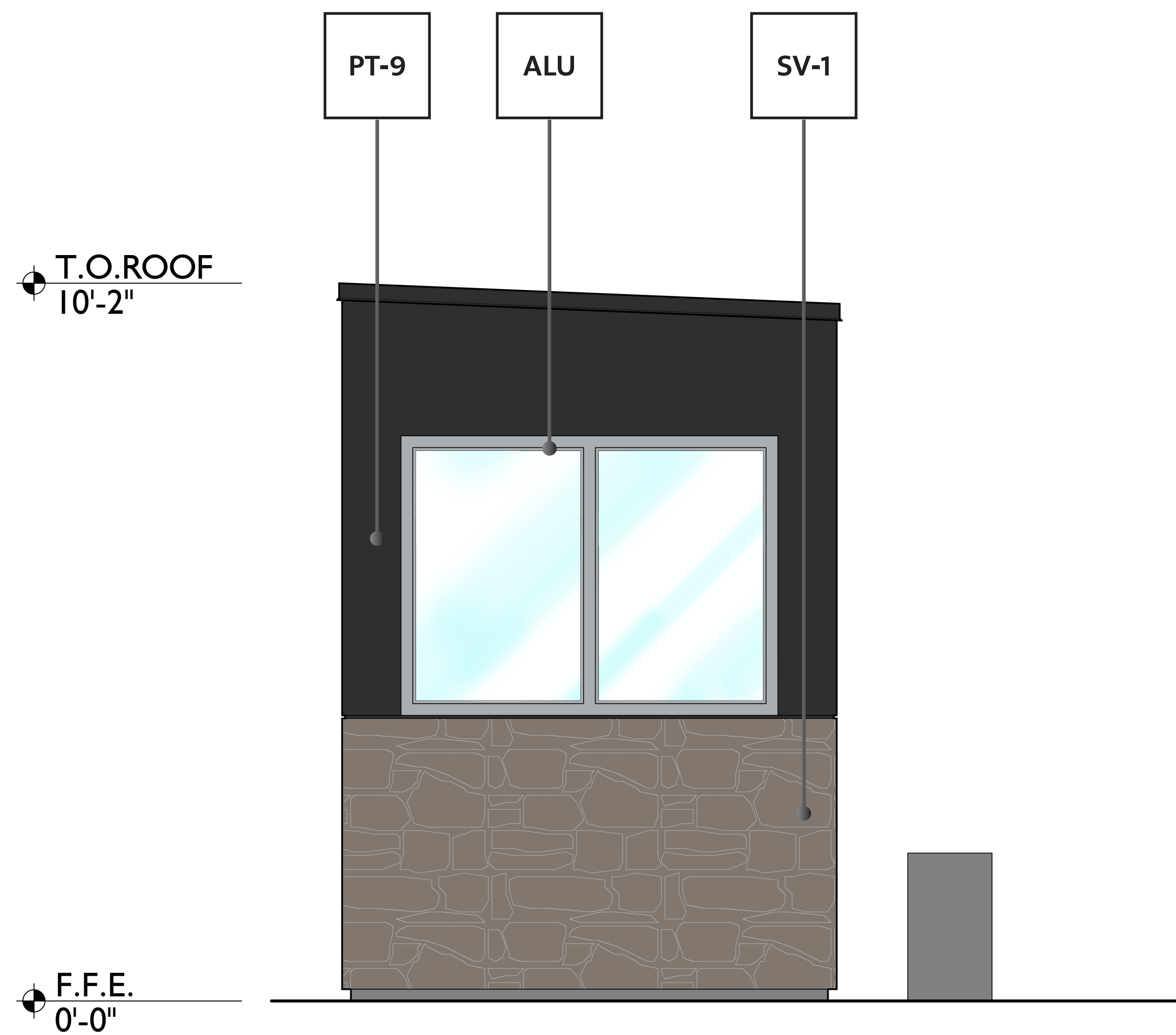
6 POS CANOPY FRONT ELEVATION
1/2" = 1'

FINISH LEGEND		
MP-2		METAL PANEL - ACM / COLOR TO BE CLOSE TO TRICORN BLACK SW 6528
MP-4		METAL PANEL - PRE-FINISHED STANDING SEAM METAL ROOF / COLOR TO BE CLOSE TO TRICORN BLACK SW 6528
MP-1		METAL PANEL - ALUMABOARD / PRE-FINISHED METAL SCREEN SYSTEM / HAZELNUT BROWN
SV-1		STONE VENEER - ELDORADO / LIMESTONE / YORK
PT-9		EXTERIOR PAINT - SHERWIN-WILLIAMS / TRICORN BLACK SW 6528
PT-6		EXTERIOR PAINT - SHERWIN-WILLIAMS / ACIER SW 9170
CU-1		CMU (TEXTURED) - COLOR TO BE CLOSE TO PEPPERCORN SW7674
ALU		WINDOWS & DOORS - THERMALLY BROKEN ANODIZED ALUMINUM / CLEAR
CU-2		CMU (SMOOTH) - COLOR TO BE CLOSE TO ACIER SW9170
PT-3		EXTERIOR PAINT - SHERWIN-WILLIAMS / PEPPERCORN SW 7674
EIFS		EXTERIOR INSULATION FINISHING SYSTEM



ATTENDANT SHELTER PLAN

3/4" = 1'



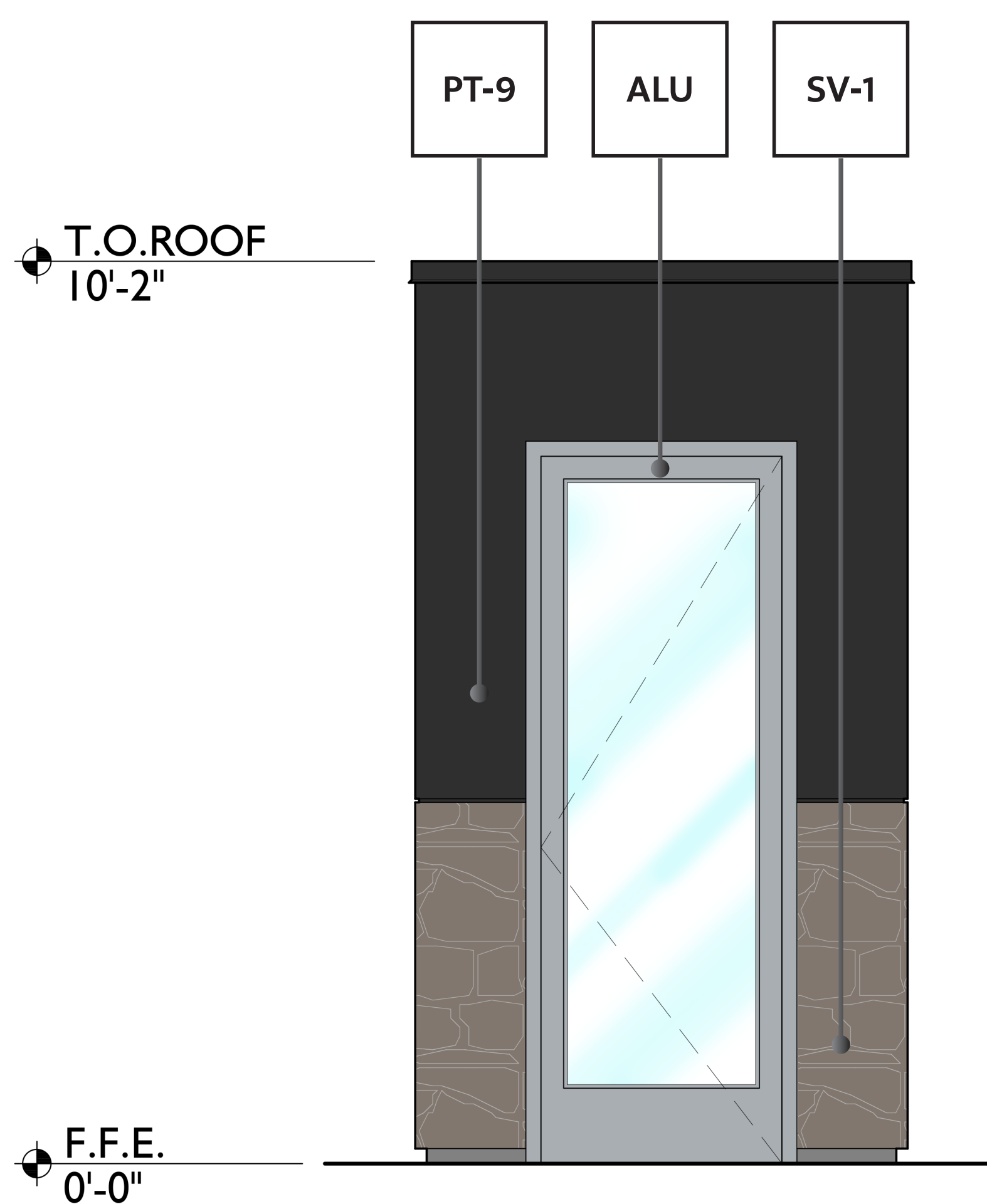
ATTENDANT SHELTER SIDE ELEVATION

3/4" = 1'

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MP-4		METAL PANEL - PRE-FINISHED STANDING SEAM METAL ROOF / COLOR TO BE CLOSE TO TRICORN BLACK SW 6528
MP-1		METAL PANEL - ALUMABOARD / PRE-FINISHED METAL SCREEN SYSTEM / HAZELNUT BROWN
SV-1		STONE VENEER - ELDORADO / LIMESTONE / YORK
PT-9		EXTERIOR PAINT - SHERWIN-WILLIAMS / TRICORN BLACK SW 6528
PT-6		EXTERIOR PAINT - SHERWIN-WILLIAMS / ACIER SW 9170

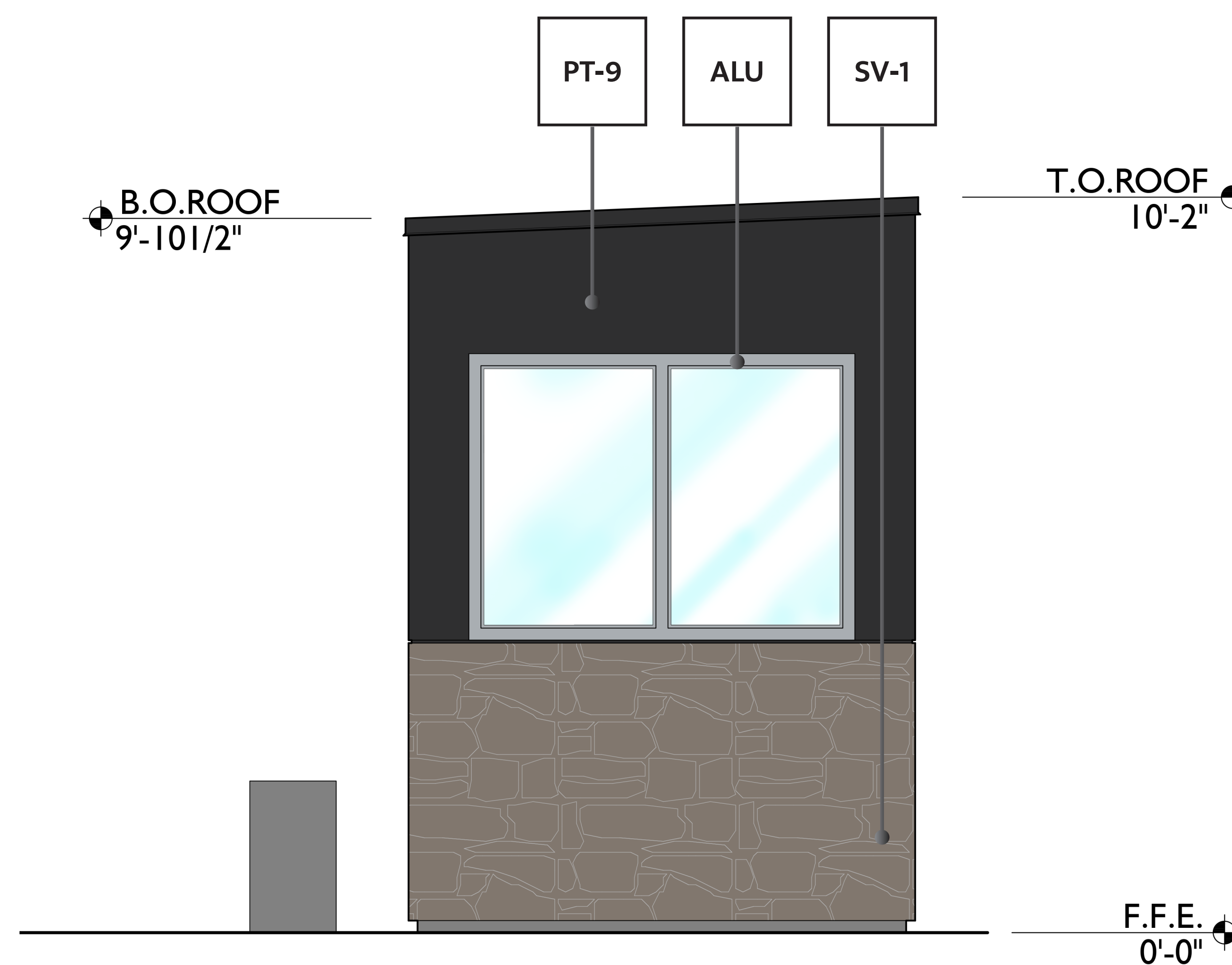
FINISH LEGEND

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ALU		WINDOWS & DOORS - THERMALLY BROKEN ANODIZED ALUMINUM / CLEAR
CU-2		CMU (SMOOTH) - COLOR TO BE CLOSE TO ACIER SW9170
PT-3		EXTERIOR PAINT - SHERWIN-WILLIAMS / PEPPERCORN SW 7674
EIFS		EXTERIOR INSULATION FINISHING SYSTEM



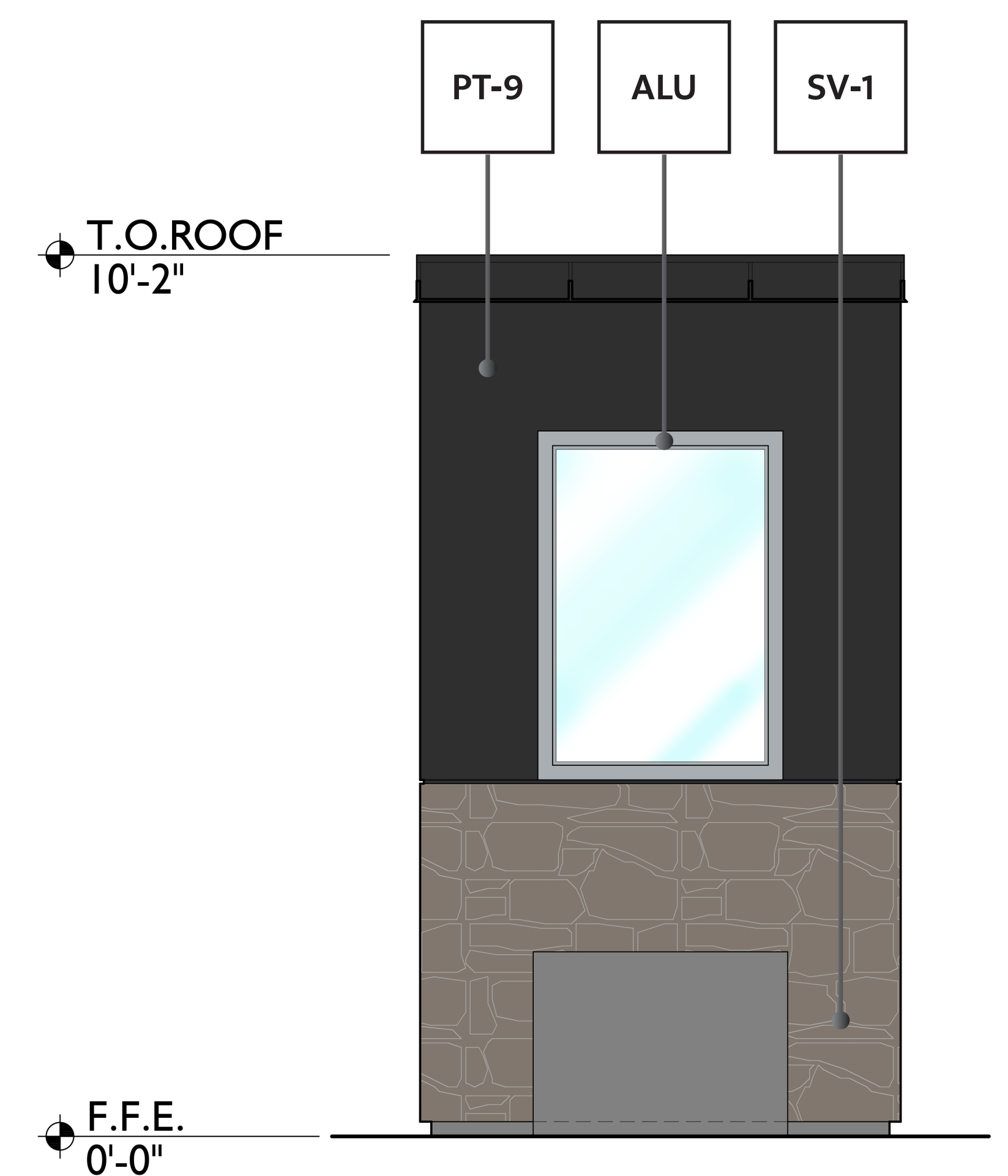
ATTENDANT SHELTER FRONT ELEVATION

3/4" = 1'



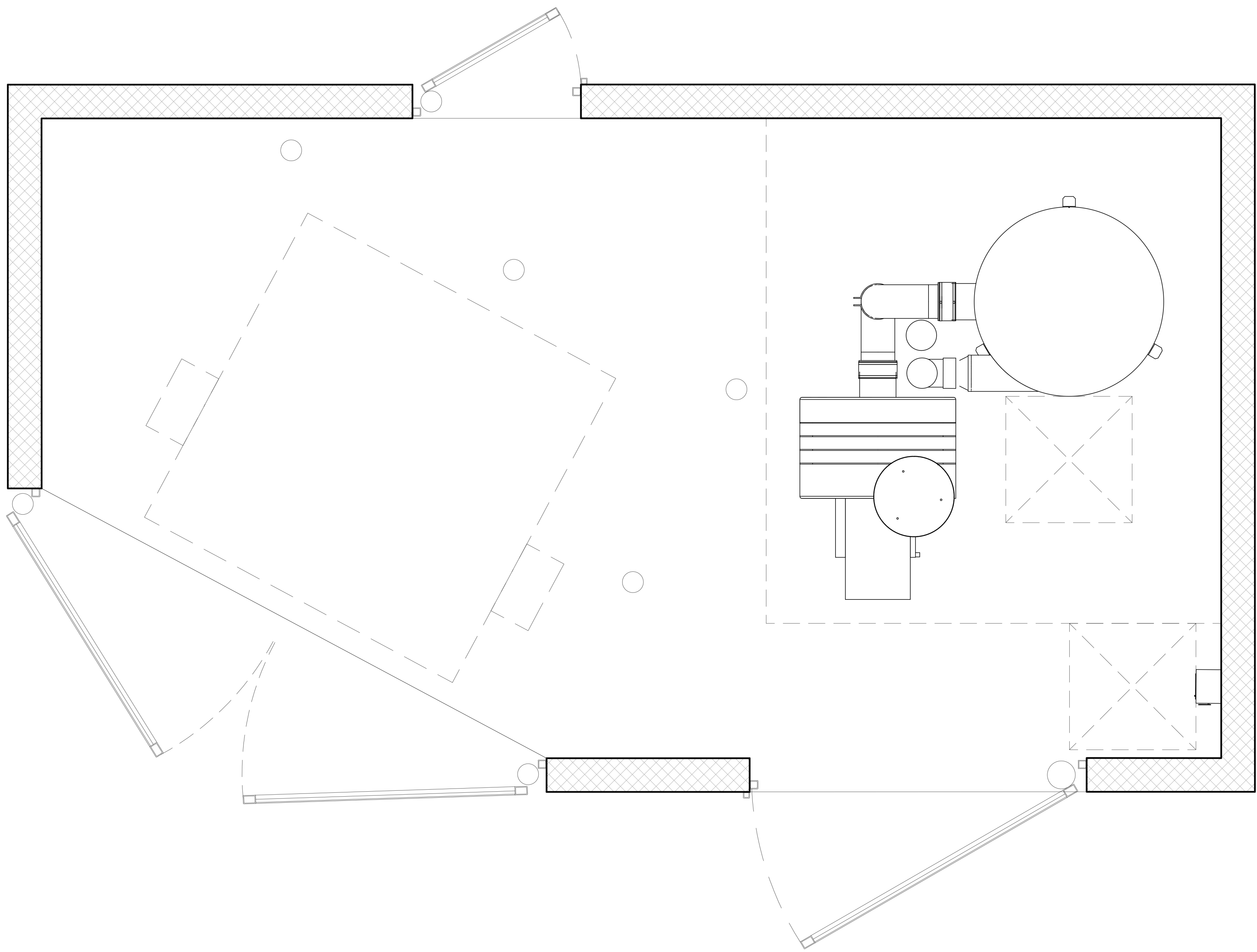
ATTENDANT SHELTER SIDE ELEVATION

3/4" = 1'

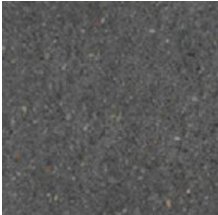
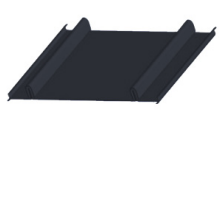
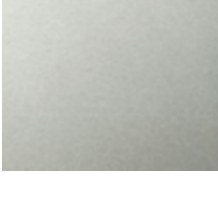
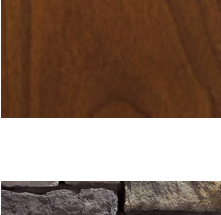
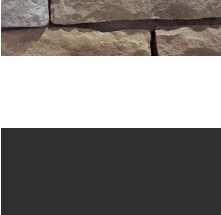
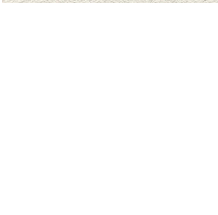


ATTENDANT SHELTER READ ELEVATION

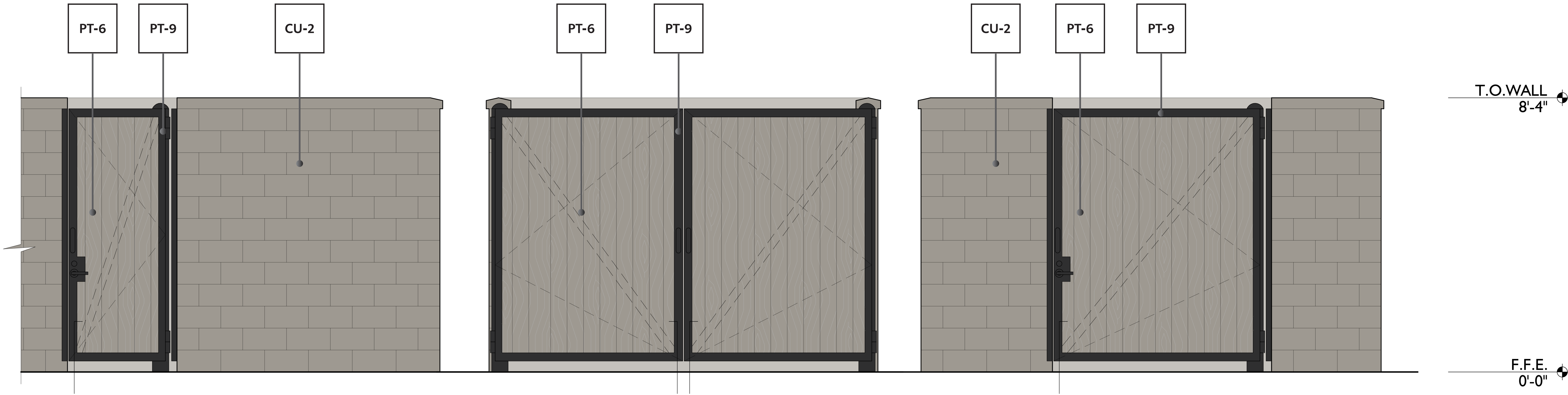
3/4" = 1'



FINISH LEGEND

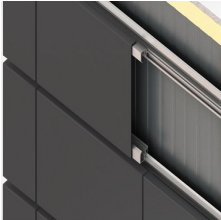
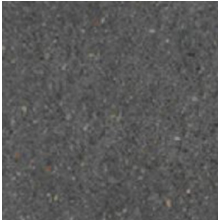
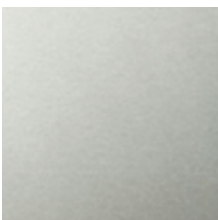
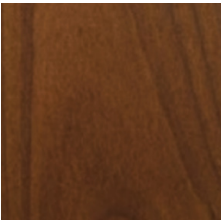
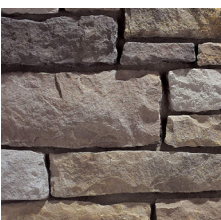
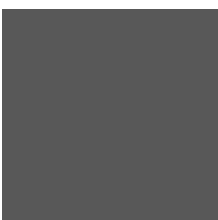
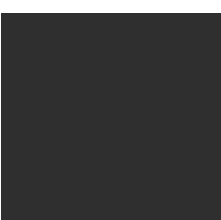
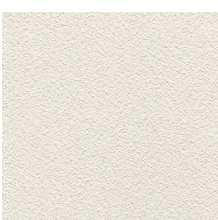
MP-2		METAL PANEL - ACM / COLOR TO BE CLOSE TO TRICORN BLACK SW 6528	CU-1		CMU (TEXTURED) - COLOR TO BE CLOSE TO PEPPERCORN SW7674
MP-4		METAL PANEL - PRE-FINISHED STANDING SEAM METAL ROOF / COLOR TO BE CLOSE TO TRICORN BLACK SW 6528	ALU		WINDOWS & DOORS - THERMALLY BROKEN ANODIZED ALUMINUM / CLEAR
MP-1		METAL PANEL - ALUMABOARD / PRE-FINISHED METAL SCREEN SYSTEM / HAZELNUT BROWN	CU-2		CMU (SMOOTH) - COLOR TO BE CLOSE TO ACIER SW9170
SV-1		STONE VENEER - ELDORADO / LIMESTONE / YORK	PT-3		EXTERIOR PAINT - SHERWIN-WILLIAMS / PEPPERCORN SW 7674
PT-9		EXTERIOR PAINT - SHERWIN-WILLIAMS / TRICORN BLACK SW 6528	EIFS		EXTERIOR INSULATION FINISHING SYSTEM
PT-6		EXTERIOR PAINT - SHERWIN-WILLIAMS / ACIER SW 9170			

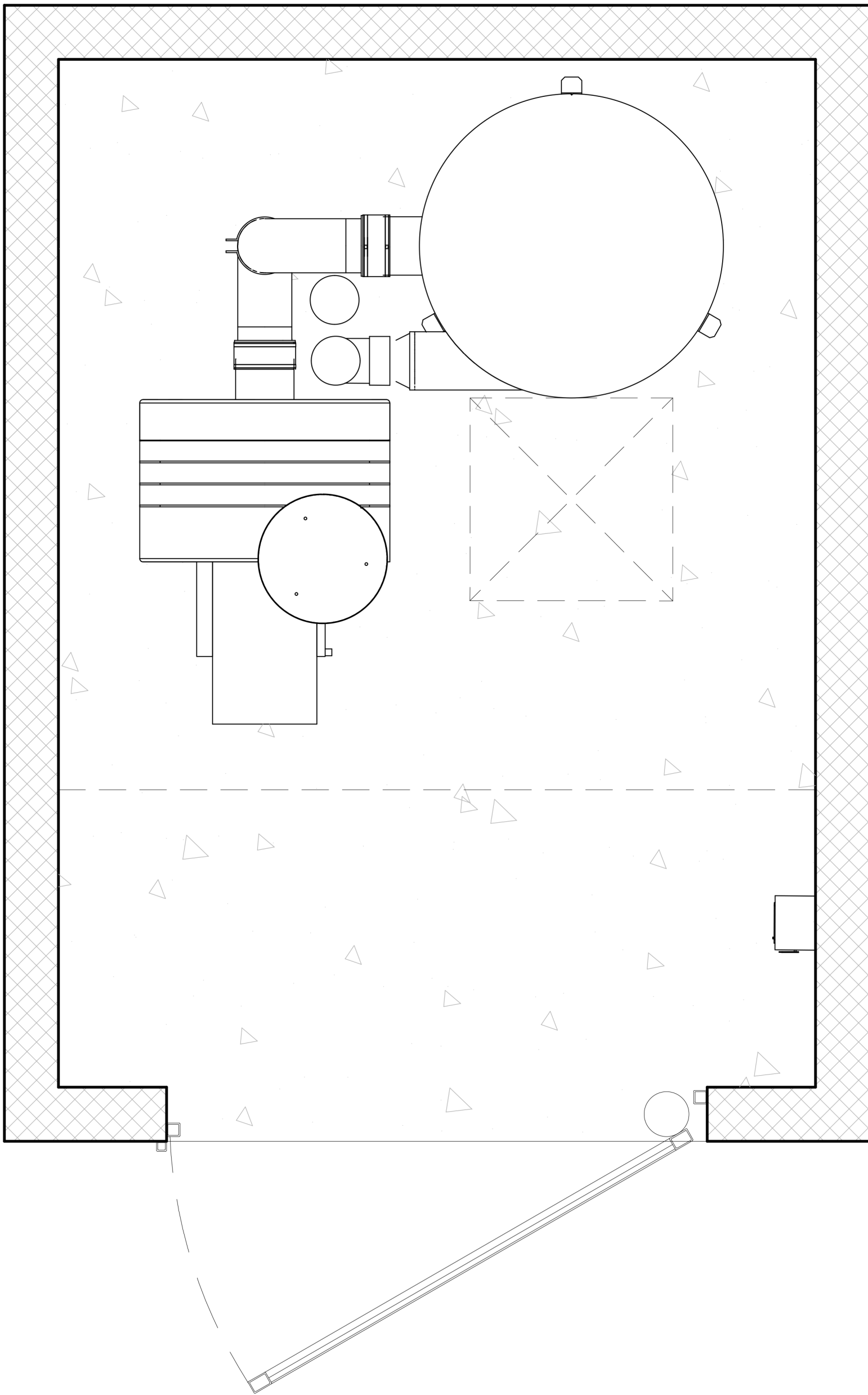
12 DUMPSTER AND VACUUM ENCLOSURE PLAN
3/4" = 1'-0"



13 DUMPSTER AND VACUUM ENCLOSURE ELEVATIONS
3/4" = 1'-0"

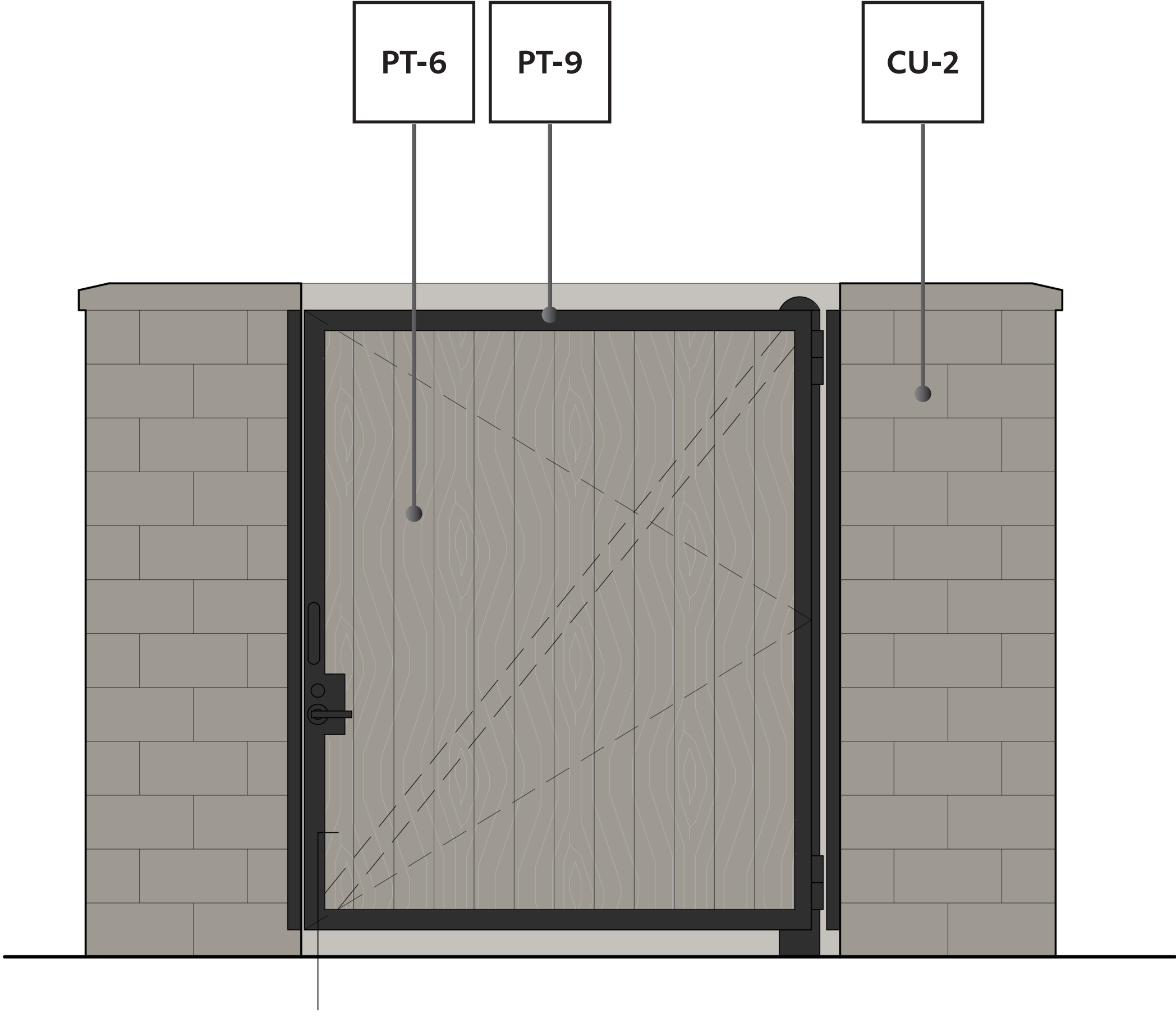
FINISH LEGEND

MP-2		METAL PANEL - ACM / COLOR TO BE CLOSE TO TRICORN BLACK SW 6528	CU-1		CMU (TEXTURED) - COLOR TO BE CLOSE TO PEPPERCORN SW7674
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PT-6		EXTERIOR PAINT - SHERWIN-WILLIAMS / ACIER SW 9170			



T.O.WALL
8'-4"

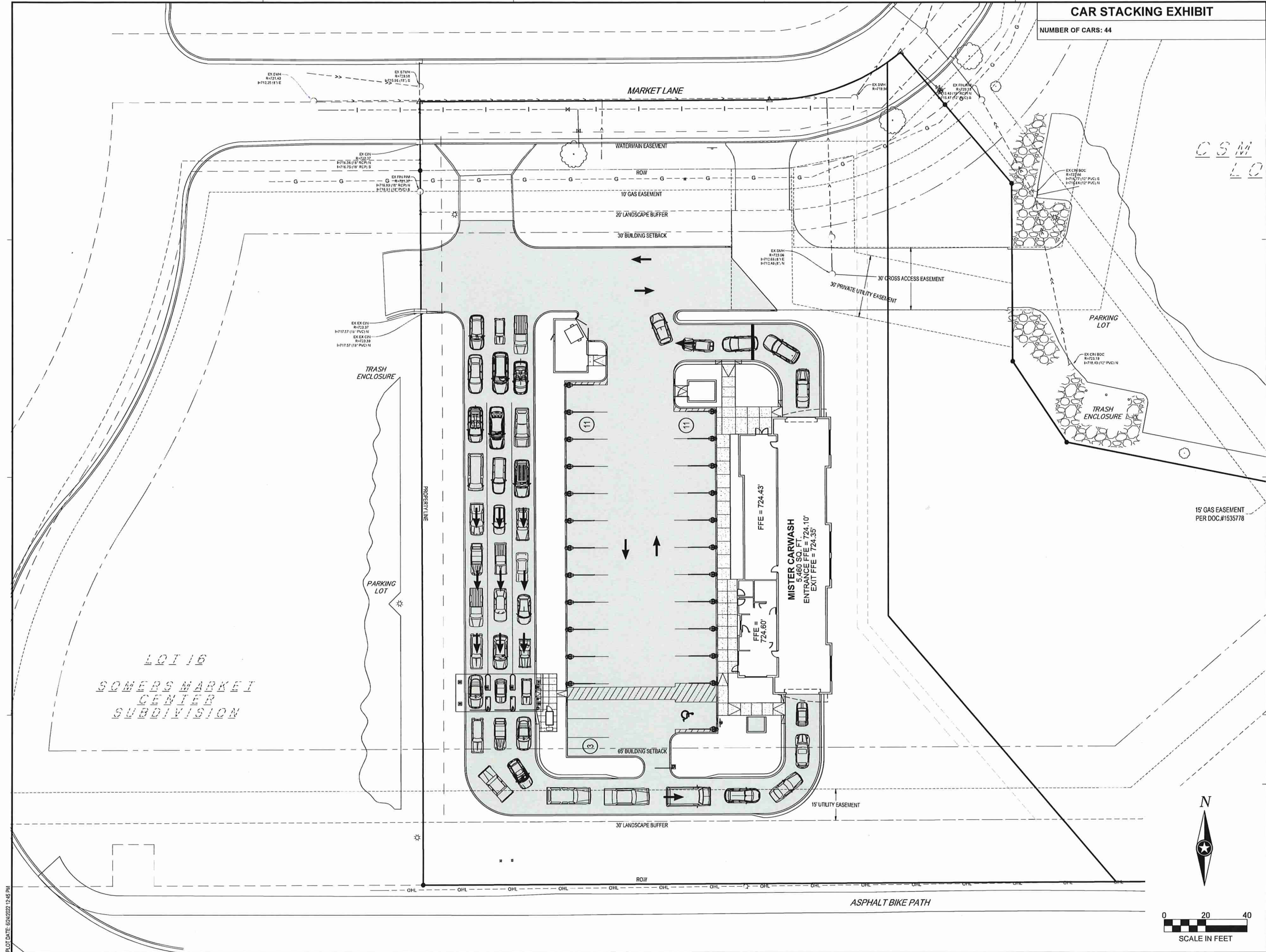
F.F.E.
0'-0"



VACUUM ENCLOSURE ELEVATIONS AND PLAN

14

3/4" = 1'-0"



CAR STACKING EXHIBIT
NUMBER OF CARS: 44



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PROJECT

**MISTER CARWASH
SOMERS**

SOMERS WISCONSIN

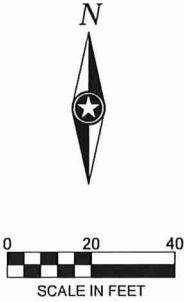
ISSUE SCHEDULE		
DATE	DESCRIPTION	BY

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	22-26725
FILE NAME	26725 STACKING EXHIBIT
DRAWN BY	-
DESIGNED BY	-
REVIEWED BY	-

TITLE
**VEHICLE
STACKING
EXHIBIT**

SHEET
1



PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION

**DEVELOPER'S AGREEMENT BETWEEN THE VILLAGE OF SOMERS
AND _____, A PROPOSED
DEVELOPMENT BEING A PART OF
SECTION 27, TOWN 2 NORTH, RANGE 22 EAST**

WITNESS THIS AGREEMENT made and entered into this _____ day of _____, 2022, by and between the VILLAGE OF SOMERS, Kenosha County, Wisconsin, the VILLAGE OF SOMERS UTILITY DISTRICT ("District") and the VILLAGE OF SOMERS WATER UTILITY ("Utility") (the Town of Somers, the Utility and the District are hereinafter collectively referred to as the "Village") and _____, a limited liability company organized and doing business under the laws of the State of Wisconsin (hereinafter referred to as the "Developer").

WHEREAS, the Developer has proposed to develop on a parcel of land (hereinafter referred to as the "Real Estate") described with more particularity on the attached Exhibit "B".

WHEREAS, the Village Plan Commission has recommended to the Village Board that the Site Plan attached hereto as Exhibit "A" be approved, and has recommended to the Village Board that said Development be approved subject to the following terms and conditions:

I. INFRASTRUCTURE IMPROVEMENTS

A. INTERNAL PAVEMENT/PARKING AREA AND STORM SEWERS.

The Developer shall be responsible to pay for and shall proceed with the preparation of complete plans and specifications for all internal paving and parking areas for the respective proposed site improvements, including all earth work, subgrade preparation and gravel bedding preparation for asphalt paving.

1. Required Improvements. The Developer shall be responsible to pay for and shall proceed with the preparation of complete plans and specifications for all internal paved surfaces prepared by Developer's engineer, including base course preparation and storm sewer construction. For purposes of this Section A, all references to pavement include curbs and gutters. No construction shall be commenced until plans and specifications have been reviewed by the Village Engineer and approved by Village. All internal paving improvements shall be privately owned by Developer. The entire cost for the construction of all internal paving improvements including fees for Village services, (inspection, engineering, legal, etc.) shall be paid by the Developer.

2. Indemnification. Developer shall, during the term of Agreement, indemnify, defend and hold harmless Village and its officers, consulting engineers, attorneys, agents, representatives and employees thereof from and against any and all claims, damages, judgments, costs and expenses and attorneys' fees which any of them may pay, sustain or incur should any

person or party including Developer, Developer's contractor, subcontractors or materialmen, incur personal injury, property loss or damage arising out of the design or construction of the roadway improvements other than any act or omission of Village, its agents or contractors; provided that Village shall cooperate with Developer and Developer's legal counsel in defending against any such claim. Village shall be permitted to assist in the defense of any such claim at Village's expense if by separate counsel, to the extent permitted by Developer's insurance company.

B. GRADING, EROSION CONTROL AND SURFACE WATER DRAINAGE.

The Developer shall construct stormwater maintenance facilities which shall be adequate to serve the Real Estate, which shall be in compliance with the requirements and specifications as set forth in Section 18.32(F) of the Somers Subdivision and Platting Ordinance and which shall be connected to the subdivision stormwater collection system constructed pursuant to that certain Developer's Agreement between the Town, now Village of Somers and the Somers Market Center, LLC, for "Somers Market Center" a proposed Planned Unit Development Being Part of Section 27, Town 2 North, Range 22 East, the original of which Developer's Agreement was recorded in the office of the Register of Deeds for Kenosha County, Wisconsin, on October 4, 2007, as Document No. 1536037 and Declaration of Stormwater Facility Maintenance recorded October 4, 2007, as Document No. 1536038. Storm and surface water shall be retained on the Real Estate to the extent necessary to assure that the rate of storm and surface water runoff from the Real Estate, during construction and after completion of construction of improvements, shall not be greater than the rate of runoff allowed in Chapter 18 of the Code of Ordinances of the Village of Somers.

II. ADDITIONAL REQUIRED DEVELOPER IMPROVEMENTS AND DESIGN STANDARDS FOR SAME

A. LANDSCAPING.

1. The Developer shall provide plans and specifications to be approved by the Village, for landscaping for all areas of the proposed development which are in accordance with the landscaping standards stated hereafter and consistent with the Landscaping Plan attached hereto as Exhibit "C". Plans shall show plant lay-out, and shall specify a species and size. All landscaping shall be sprinkled. Exhibit "C" attached is deemed by the Village to satisfy all conditions and requirements of Section II.A. of this Agreement.

2. The total of the area surface of the Real Estate which shall be devoted to green space shall be as is depicted on Exhibit "C" attached hereto or referred to in other documents or incorporated herein by reference. For purposes of this Agreement, "green space" shall be defined as areas which do not constitute impervious or otherwise improved surface areas. The landscaping standards contained herein establish a system to determine the appropriateness and effectiveness of plant installation. The system recognizes that the installation and maintenance

of live plants is essential to creating a healthy, safe and aesthetically pleasing environment. The system places priority on the planting of deciduous shade trees which results in the highest level of environmental impact mitigation. As such all real property proposed for development shall be landscaped as follows:

(a) Green areas of the site not used for landscaping shall be seeded or sodded with an acceptable maintainable lawn seed mix. Mulch of plantings or planting beds is acceptable provided that such mulching consists of organic or natural materials. Mulches shall be installed so that they will not erode, fall, be plowed or otherwise transported into walks, drives, streets or other hard surfaced portions of the site.

(b) All landscaping shall be installed consistent with industry accepted standards. Installation shall occur prior to the issuance of a Certificate of Occupancy for the site unless such occupancy occurs during winter, in which case the landscaping shall be completed by June 1 of the next summer.

(c) Landscaping required by this title is intended to be a permanent site improvement just as any other building, structure or infrastructure that is necessary to facilitate the intended use of the site. As such, all landscaping shall be continually maintained in a live state. Maintenance shall include periodic and timely watering, fertilizing, pruning and any other such normally required horticulture activity necessary to keep all landscaping in a healthy, safe and aesthetically pleasing state. All landscaping shall be watered by an underground irrigation system which shall be activated no later than May 1 of each year and deactivated no sooner than October 1 of each year. Recognizing that over time plants may mature and die or otherwise expire because of natural or unnatural causes, maintenance shall include the removal and replacement of dead or dying plants. Such replacement shall occur within the same year in which a plant dies or in the spring planting season of the following year.

(d) Planting in utility easements should be avoided. If such planting does occur, it is at the risk of the property owner. Any plants that must be removed because of utility work within such easements shall be replaced by the property owner(s) at their cost. Replacement landscaping shall satisfy the minimum standards of this title.

B. EXTERIOR LIGHTING AND ILLUMINATION

1. The Developer shall provide plans and specifications to be approved by the Village for the exterior lighting and illumination of the development consistent with the Lighting/Photometric Plan, Exhibit "F" attached hereto. Developer shall be responsible for all costs associated with construction and installation of all exterior lighting and illumination. Exhibit "F" as attached is deemed by Village to satisfy all conditions and requirements of Section II.B. of this Agreement.

2. The intent of the following standards is to mitigate the impact of exterior illumination related to development on surrounding properties, while providing safe, healthy and

visually attractive nighttime environments. In order to achieve that, good lighting design shall be practiced. Good lighting design is characterized by: Illumination levels appropriate for the visual task; reasonably uniform illumination levels on adjoining sites; an absence of glare and consideration of the compatibility and aesthetics of illumination and the mechanical improvements that create it as those relate to surrounding properties and the character of the community.

In order to insure that proper lighting design occurs, the following standards shall apply to all development within the Real Estate:

- (a) All exterior lighting fixtures shall be full cut-off fixtures as defined by the Illuminating Engineering Society of North American (IESNA) and shall be of the same design and theme throughout the development. All lighting shall be designed and fixtures selected to prevent glare. The Developer, with the advance written approval of the Village, may modify the cutoff fixture requirement for security lighting in areas where the exterior lights are not visible from a residential area or a public street.
- (b) Illumination of sites and improvements thereon shall be designed to avoid competition with illumination on adjoining or neighboring properties.
- (c) Illumination levels shall be appropriate for the intended. improvement, area and/or function to be illuminated. In general, illumination levels should follow the guidelines and recommendations of the IESNA.
- (d) In no event shall any exterior illumination exceed an average illumination level of twenty (20') foot-candles for the surface to be illuminated unless approved otherwise by the Plan Commission as part of a conditional use permit.
- (e) The illumination uniformity ratio (the ratio of the average illumination to the minimum illumination) for the surface to be, illuminated shall not exceed 4:1.
- (f) The illumination level at any property line shall not exceed one-half (0.5') foot-candle above the ambient lighting conditions on a cloudless night.
- (g) In no instance shall an outdoor lighting fixture be mounted or oriented such that the lighting element is visible from any residence located in a residential zone district.
- (h) The following shall be the maximum mounting height for the respective lighting fixture. The mounting height shall be measured from the surface to be illuminated to the bottom of the light fixture.
 - (1) Parking lot light fixtures in lots - twenty-five (25') feet.

- (2) Building or security lighting - twenty-five (25') feet.
- (3) Any other site lighting fixture twenty-five (25') feet or as determined appropriate and consistent with the intent of this title by the Village Administrator.
- (i) When a use is not in operation, only building mounted security lighting and up to fifty (50%) percent of all other outdoor lighting fixtures may remain illuminated.
- (j) Exterior illumination of wall, building or ground signs, architecture, landscaping, site amenities or other specialty illumination of any kind shall be designed consistent with the intent of this title.
- (k) Alternatives to these standards may be proposed to incorporate the use of a particular architectural style or theme or to incorporate innovative or unique illumination techniques. Such alternatives shall be presented to the Village Plan Commission and Village Board with supportive evidence sufficient to determine that the proposal is consistent with intent of the heretofore-established standards. Approval of an alternative illumination plan is at the discretion of the Village Administrator.
- (l) A lighting plan, specifications for all proposed fixtures and photometric plan or other plans delineating illuminance levels that evidence compliance with the established standards are required for all developments in order to determine compliance with these standards.

C. BUILDING DESIGN.

- 1. Exterior building materials shall be of comparable aesthetic quality on all sides. Building materials such as glass, brick, tinted and decorative concrete block, wood, stucco, and exterior insulation and finish systems (EIFS) shall be used, as determined appropriate by the Plan Commission. Decorative architectural metal with concealed fasteners or decorative tilt-up concrete panels may be approved if incorporated into the overall design of the building.
- 2. The building exterior shall complement other buildings in the vicinity, and shall be of a design determined appropriate by the Village Board and consistent with the Architectural Renderings depicted on attached Exhibit "D". Exhibit "D" as attached is deemed by the Village to satisfy all conditions and requirements of Section II.C. of this Agreement.
- 3. Public building entryways shall be clearly defined and highly visible on the building's exterior design, and shall be emphasized by on-site traffic flow patterns. Two (2) or more of the following design features shall be incorporated into all public building entryways: canopies or porticos, overhangs, projections, arcades, peaked roof forms, arches, outdoor patios, display windows, distinct architectural details.

4. Building facade colors shall be non-reflective, subtle, neutral, or earth tone. The use of high intensity colors, metallic colors, fluorescent colors or black on facades shall be prohibited. Building trim and architectural accent elements may feature bright colors or black, but such colors shall be muted, not metallic, not fluorescent, and not specific to particular uses or tenants. Standard corporate and trademark colors shall be permitted only on signage, subject to the limitations contained in applicable standards contained in both Kenosha County and Village ordinances.

5. Screening.

- (a) All ground-mounted and wall-mounted mechanical equipment, refuse containers and any permitted outdoor storage shall be fully concealed from on-site and off-site ground level views, with materials identical to those used on the building exterior.
- (b) All rooftop mechanical equipment shall be screened by parapets, upper stories, or other areas of exterior walls or roofs so as to not be visible from public streets adjacent or within one thousand (1,000') feet of the subject property. Fences or similar rooftop screening devices may not be used to meet this requirement.
- (c) Loading docks shall be completely screened from surrounding roads and properties. Said screening may be accomplished through loading areas internal to buildings, screen walls, which match the building exterior in materials and design, fully opaque landscaping at time of planting, or combinations of the above.
- (d) Gates and fencing may be used for security and access, but not for screening, and they shall be of high aesthetic quality. Decorative metal picket fencing and screening is acceptable. Chain link, wire mesh or wood fencing is unacceptable. Decorative, heavy-duty wood gates may be used.

6. Inspections. The Village Building Inspector shall be entitled to inspect all aspects of the construction of the improvements so as to confirm such improvements are consistent with the terms of this Agreement including, but not limited to, the contents of Exhibit "D" attached hereto.

D. TRAFFIC IMPACT.

1. The project shall have direct access to existing private arterial and/or collector roads deemed appropriate by the Village and/or the authority having authority over the respective road(s).

2. Vehicle access shall be designed to accommodate peak on-site traffic volumes without disrupting traffic on public streets or impairing pedestrian safety. This shall be

accomplished through adequate parking lot design and capacity; access drive entry throat length, width, design, location, and number; and traffic control devices; and sidewalks.

E. PARKING.

1. Parking lots shall be in conformance with Exhibit "A" attached hereto.
2. Parking lot design shall employ interior, vertical faced, curbed landscaped islands at all parking aisle ends. In addition, the project shall provide landscaped islands within each parking aisle spaced at intervals as depicted in the attached Exhibit "A" which is incorporated herein by reference.
3. Semi-tractor/trailer parking shall be prohibited.

F. SIGNAGE.

All signage shall comply with the requirements contained in the Village of Somers General Zoning and Shoreland/Floodplain Zoning Ordinances. The plan for exterior signage shall provide for modest, coordinated and complimentary exterior sign locations, configurations, and color throughout the development. All freestanding signage within the development shall complement on-building signage. The Village may require the use of muted corporate colors on signage if proposed colors are not compatible with the Village design objectives for the area. The use of logos, slogans, symbols, patterns, striping and other markings, and colors associated with a franchise or chain is permitted, and shall be considered as contributing to the number and area of permitted signs.

G. MAINTENANCE OF IMPROVEMENTS.

Developer shall be responsible for maintaining the appearance of the entire development including, but not limited to, all parking areas, and landscape features in accordance with Exhibit "A" attached hereto. Developer shall be responsible for the collection of debris and snow plowing throughout the entire property and shall periodically clean and maintain all paved surfaces. Any debris collected shall be disposed of in accordance with all federal, state and local laws. Developer acknowledges that if, after thirty (30) days written notice from Village, maintenance has not yet been performed in accordance with the provisions of this paragraph then the Village may proceed to maintain or hire an independent contractor of its choice to maintain the property or parts thereof and impose the costs of such maintenance upon the benefitted property as a special assessment.

III. DEVELOPER WARRANTIES AND OBLIGATIONS

A. VILLAGE COSTS.

Upon execution of this Agreement, Developer shall pay to the Village the actual costs incurred by the Village for engineering, attorney fees and administrative costs. The Developer shall also pay to the Village Engineering fees for staking and inspection of all improvements and any legal and administration costs encountered by the Village in the development of the real estate as set forth in this Agreement and all documents incorporated therein. In addition to the reimbursements to the Village for costs incurred by the Village referred to above, but in lieu of making a cash deposit for costs undertaken by the Village, the Developer may, at its election, provide the Village with an irrevocable letter of credit in a form acceptable to the Village's attorneys issued by a financial institution within the State of Wisconsin to be drawn on by the Village as may be required. Such letter of credit (or cash deposit) shall be in the sum equal to one hundred twenty-five (125%) percent of the collective estimate of all Village engineering costs related to the improvements and any legal and administration costs encountered by the Village in the development of the Real Estate. The Village shall provide the Developer with an accounting of expenditures made on behalf of the Developer and in the event that funds are not sufficient, the Developer shall immediately provide the additional funds. In the event that there shall be surplus funds after the projects are completed the excess shall be returned to the Developer. Payment of all such costs or, in the alternative, delivery of a letter of credit, shall be made prior to issuance of any building permit and the issuance of any building permit shall be conditioned upon payment of such sums or providing a letter of credit in lieu thereof.

B. SUBDIVISION AND CONDOMINIUM PLATTING ORDINANCE.

The Developer represents that Developer has reviewed a copy of the Somers Subdivision and Condominium Platting Ordinance and will complete the improvements set forth herein in compliance with the Subdivision and Platting Ordinance, and its revisions and further agrees to comply therewith, except as may be modified by the terms of this Agreement.

C. INDEMNIFICATION.

Developer shall, during the term of this Agreement, indemnify, defend and hold harmless Village and officers, consulting engineers, attorneys, agents, representatives and employees thereof from and against any and all claims, damages, judgments, costs and expenses and attorney fees which any of them may pay, sustain or incur should any person or party incur personal injury, property loss or damage arising out of the design or construction of any of the public or private improvements relating to this proposed development or as a result of any claim for labor, materials or improvements in connection with the construction of the same other than any act or omission to Village, its agents or contractors, provided that Village shall cooperate with Developer and Developer's legal counsel in defending against any such claim, at Village's expense if by separate counsel, to the extent permitted by Developer's insurance company. Any costs or expenses including actual attorney fees, which the Village incurs as a result of any claim

indemnified herein shall be reimbursed to the Village either through a cash deposit, any letter of credit posted by the Developer in connection with this Agreement, other assurance or through such other means as the Village, in the Village's sole discretion, deems appropriate.

The Developer contemplates extensive earth work which alters the original topography of the site as shown on the grading plan. It is specifically understood between the Developer and the Village that the indemnification contained in this paragraph shall cover any claim by any other property owner or any contractor, subcontractor or other person who bids on or performs services in connection with any portion of site grading required under this Agreement where such party claims, in whole or in part, to have been damaged, mistaken, misled, or otherwise in error as a result in the change in topography created by the Developer or for any other reason whatsoever.

D. STORMWATER MAINTENANCE.

Developer shall maintain all stormwater facilities in perpetuity. This obligation shall be binding upon all successors and assigns of the Developer and, upon recordation of this document, shall be binding upon all subsequent owners of land served by the stormwater management detention facilities to be constructed under the terms of this Agreement. The Developer shall:

1. Maintain all stormwater facilities located on the Real Estate.
2. By entering into this Agreement, authorize the Village to access the property to conduct inspections of stormwater detention facilities as necessary to ascertain that the facilities are maintained in accordance with this Agreement. Developer understands that Developer is responsible to perform the terms and maintenance under this Agreement to repair any maintenance problems which require correction, with specified corrective actions to be taken within thirty (30) days of discovering the need for the same.
3. The Village shall be authorized at the Village's discretion to perform the corrective actions if the landowner does not make required action within the specified time period. The Village may enter the amount due on the tax rolls and collect the monies as a special charge against all property benefitted by such action by the Village pursuant to §66.0703, Wis. Stats., or such other statute as may be applicable.

E. U.S.T. REMOVAL.

Developer intends to own and operate a vehicle car wash which may include the installation of one or more underground storage systems (hereinafter referred to as U.S.T.s) lying underneath a portion of the Real Estate described with more particularity above. The Developer agrees that if U.S.T.s are located on the Real Estate and the Real Estate is no longer utilized actively as for vehicle car wash for a period of twelve (12) months, or if the property is transferred to a third party not related to the Developer and such transfer is not approved in

advance in writing by the Village then, and in such event, the Developer shall be required and warrants to perform as follows:

1. The Developer will remove and dispose of any and all U.S.T.s in, on or under the property and backfill the tank pit and adjacent areas to grade, in accordance with all backfill and compaction standard specifications which are required by the Village, state or federal law. These requirements shall be accomplished in a good and workmanlike manner and in compliance with all rules and regulations imposed upon the Developer and in compliance with all requirements under state statute, federal code or local ordinance. All such removal, backfill and remediation shall be accomplished in accordance with a schedule which is agreed upon by the Developer and the Village but which shall in any circumstance be not greater than twelve (12) months from the date of notice from the Village to the Developer in writing, that the Developer is required to comply with the provisions of this section.

2. After the satisfactory removal and disposal of the U.S.T.s, at the Developer's cost, it shall be the responsibility of the Developer to take any and all corrective or remedial action (hereinafter "corrective action") required by any federal, state or local agency for cleanup, removal, disposal, and abating of any and all soil contamination, groundwater contamination or any other contamination of the property caused by or due to the presence of any hazardous, non-hazardous, toxic, non-toxic or other harmful substance, or any derivative thereof, including but not limited to petroleum hydrocarbons or their derivatives (hereinafter referred to as "contamination") and/or the release or discharge of any such contamination in, upon, over or under the Real Estate or any contiguous property. Corrective action shall be associated with the active operation of a vehicle refueling station and shall not be deemed to include known or unknown pre-existing contamination on or adjacent to the Real Estate.

3. During the implementation of any corrective action, the Developer shall be responsible for the design, construction, maintenance and/or safety of the Real Estate and any other implements or improvements on the Real Estate and/or upon adjacent properties (or in any way affecting improvements located on any adjacent properties), which are caused by any release or discharge of any contamination onto or under the Real Estate, and/or any adjacent properties. This section shall not limit the Developer's responsibility for liability for corrective action required by this Agreement and/or state or federal law and regulation due to any release or discharge of any contamination onto or under the Real Estate, and/or adjacent properties.

4. Upon completion of all required corrective action, including any necessary backfilling, the Developer shall notify the Village and request a letter or other written communication from the Village stating that no further corrective action is required. The Village may require that the Developer provide written documentation from any state or federal authorities or agencies verifying that the Real Estate is, at that time, in compliance with the rules and regulations of any applicable state or federal law, statute or administrative code provision.

5. Any and all liability, costs, expenses, fees and/or any and all other expenditures necessitated by the removal and disposal of the U.S.T.s and other materials described herein and

necessitated by corrective action shall be borne solely by the Developer and the obligation for payment of the same shall be the sole responsibility of the Developer.

6. In the event that the Developer fails to fill any of its responsibilities and obligations under this section, the Village may enforce specific performance of this Agreement, may undertake to perform any and all responsibilities set forth in this Agreement (at the sole election of the Village) or pursue any and all other remedies at law or in equity, to which the Village may be entitled. If the Village elects to perform any or all responsibilities and obligations of the Developer under this section of the Agreement, the Developer shall be liable to the Village for any expenditures or costs necessitated by the performance by the Village, including all actual attorney's fees and costs incurred for the same and the Village may impose such costs against the Real Estate as a special charge or special assessment.

7. The Developer shall comply with any and all applicable federal, state and local laws, rules and regulations relating to U.S.T.s and removal or remediation of the same.

8. No waiver by the Village of any default or breach of any term, condition or covenant under this section shall be deemed to be a waiver of any subsequent default or breach of the same or other term, provision or covenant contained herein.

9. This section and all terms, provisions and obligations of the Developer shall be construed as covenants running with the Real Estate and shall enure to the benefit and be binding upon the Developer and the Village and their respective successors and assigns.

IV. MISCELLANEOUS

A. ASSIGNMENT.

The Developer recognizes that this agreement is based on Developer's presentation to the Plan Commission and Village Board and Developer shall not assign or transfer this agreement to any other person or corporation without prior consent of the Village.

B. MODIFICATION AND APPLICABLE LAW.

This Agreement supersedes all prior oral or written understandings or representations between the parties except as may be embodied by applicable state, county or village statute, code or ordinance. Any modification to the terms of this Agreement shall only be enforceable if in writing signed by duly authorized representatives of each of the parties hereto in the same manner as this Agreement. This Agreement shall be construed and enforced under the laws of the State of Wisconsin.

C. TERM.

Agreement shall be in effect for a period of forty (40) years from the date of execution hereof and shall inure to the benefit of and be binding upon the successors in title and assigns of Developer and upon successor corporate authorities and successor municipalities of Village. However, the guarantee of improvements shall be for the period specified herein, whether or not such guarantee may extend beyond the term of Agreement, and any recorded restrictions shall have the life accorded to such restrictions under applicable state law.

D. IMPACT FEES.

Developer and Village agree that in lieu of the imposition of the fees delineated in Section 18.30 of the Code of Ordinances of the Village of Somers, including impact fees, the Developer shall make to the Village a donation in the sum of _____ (\$ _____) Dollars upon execution of this Agreement and receipt of all required approvals by the Village of Somers. The Developer and the Village hereby agree to be contractually bound by the terms and conditions of this paragraph, IV.D., in lieu of the terms and conditions of Section 18.30 of the Code of Ordinances, except as provided hereafter, and in consideration of such accommodation on the part of the Village, the Developer agrees to forever waive and relinquish any objection to any fees or the use of such fees by the Village whether such objection could be based upon Chapter 18 of the Code of Ordinances of the Village of Somers, Chapter 66 of the Wisconsin Statutes or otherwise. This waiver and acknowledgment shall be binding upon the legal successors and assigns of the Developer. Developer affirmatively represents that it is not necessary for the Village to expend the donation received under this Agreement in the year in which received and that the Village may use such donation for any lawful purpose without consulting with or advising the Developer as to how such donation is to be used. The foregoing notwithstanding, the voluntary donation referred to in this paragraph IV.D., shall not eliminate the requirements of municipal sanitary sewer connection fees to be paid by users of those systems as required by Section 18.30(L) of the Code of Ordinances of the Village as described hereafter and as delineated on the attached Exhibit "G". Sewer connection fees shall be payable upon execution of this Agreement.

E. DEFAULTS.

No default shall arise hereunder unless the non-defaulting party has provided the defaulting party with written notice and a reasonable cure period of at least ten (10) business days.

F. SEVERABILITY.

If any provision, covenant, or a portion of this Agreement or its application to any person, entity or property is held to be invalid or unenforceable by a court of law or equity, such status shall not affect the application or validity of other provisions, covenants or portions of this

Agreement which shall be given effect without the invalid provisions or applications, and to this end, the provisions and covenants of this Agreement are declared to be severable.

G. RECORDATION.

This Agreement shall be recorded in the office of the Register of Deeds for Kenosha County, Wisconsin, and all costs of recordation shall be paid by the Developer.

H. EXECUTION OF COUNTERPARTS.

This Agreement may be executed as three (3) or more counterparts, with each acting as an original.

I. EXHIBITS INCORPORATED BY REFERENCE.

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

Exhibit A	Site Plan (Multiple page Exhibit)
Exhibit B	Legal Description
Exhibit C	Landscaping Plan
Exhibit D	Architectural Rendering
Exhibit F	Lighting/Photometric Plan
Exhibit G	Sanitary Sewer Connection Fees

J. INTEGRATION.

This Developer's Agreement, including the exhibits hereto, and such other documents as are incorporated herein embodies the entire agreement and understanding among the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof.

K. CHOICE OF LAW AND VENUE.

This Developer's Agreement and all attached exhibits shall be construed and enforced according to the laws of the State of Wisconsin. The parties agree that any matter which may be brought or pursued in court hereunder shall be brought and maintained only in the Circuit Court for Kenosha County, Wisconsin, and each party consents to such venue and the court's personal jurisdiction over each party.

L. WAIVER OF BREACH OR VIOLATION NOT DEEMED CONTINUING.

Either party may, to the extent legally allowed, (a) extend the time for performance of any of the obligations or other acts of the other party(s), (b) waive any inaccuracies in the

representations or warranties of the other party(s) hereto contained herein, or in any document delivered pursuant hereto and (c) waive any compliance by any of the other parties hereto with any of the agreements or conditions contained herein. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any or other subsequent breach or violation of any provision hereof. No breach or violation of any provision hereof shall be waived except by an agreement in writing signed by the waiving party.

M. CONSTRUCTION.

Each party to this Agreement and their respective legal counsel acknowledge that they have had the opportunity to participate equally in the drafting of this Agreement and that in the event of a dispute, no party shall be treated, for any purpose as the author of this Agreement nor have any ambiguity resolved against it on account thereof.

N. NOMENCLATURE.

The use of the male gender shall include the female, the individual shall include the corporate, and the singular shall include the plural, and visa versa, wherever such usage is appropriate to the context.

WITNESS OUR HANDS AND SEALS this _____ day of _____, 2022.

VILLAGE OF SOMERS

By: _____
George Stoner, President

Attest: _____
Brandi Baker, Clerk/Treasurer

STATE OF WISCONSIN)
) ss.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2022, the above named George Stoner, President and Brandi Baker, Clerk/Treasurer of the Village of Somers, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Printed Name _____
Notary Public; State of Wisconsin
My commission expires _____.

Developer's Initials

DEVELOPER

By: _____

Printed Name: _____

STATE OF _____)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2022, the above _____
_____ on behalf of _____, to me
known to be the person who executed the foregoing instrument and acknowledged the same.

Printed Name: _____

Notary Public; _____ County, _____

My commission expires _____.

LEGAL DESCRIPTION

Lot 2, Certified Survey Map No. 3015 recorded with the Kenosha County Register of Deeds Office on June 8, 2022, as Document Number 1929968, being a redivision of Lot 2, Certified Survey Map No. 2971 recorded with the Kenosha County Register of Deeds Office on May 17, 2021, as Document No. 1899278, being part of the Southeast 1/4 of the Northeast 1/4 of Section 27, Town 2 North, Range 22 East, Village of Somers, Kenosha County, State of Wisconsin.

Parcel No. 82-4-222-271-0339

Draft

SOMERS FIRE & RESCUE

CHIEF
Benjamin Andersen

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



Preliminary Deputy Chief Proposal

Tasks and Job Duties: The Deputy Chief would be responsible for administrative, supervisory work and practical work in specific areas of the Fire Department's Firefighting, EMS, Fire Prevention Activities, Specialized Rescue Responses and Emergency Management. The Deputy Chief will assist the Chief in any administrative functions of the department selected by the chief. The Deputy Chief may also be assigned to assist with administrative functions currently performed by line personnel (Training, Fire Inspecting, EMS CQI, Report Review, Etc.) in efforts to reduce overtime generated by administrative functions for line personnel. The Deputy Chief may also be used to fill in on apparatus in Emergencies.

- Assists in preparation and Updating of Standard operating Guidelines and Policies of the Department
- Assists in the maintenance of the Fire Stations and Equipment
- Assisting in preparation of Department Budget
- Assists in Grant writing and submissions
- Can drive fire apparatus and preforms on scene operations if needed
- Participates in the recruitment process including the interviewing, testing, and evaluating of candidates.
- Assists with Fire inspections
- Assists with Fire & EMS Training

Position Schedule: Monday – Friday (Flexible 40), on call every other Monday -Sunday for nights and weekend command/Administrative on call time (on call time can change to fit needs of the Department). The Position will be eligible for overtime however the flexible 40 scheduled will be utilized to minimize amount of overtime utilized.

Pay & Benefits: Starting salary of \$85,000 + OT, Vacation time based on Employee Handbook (promoted employees maintain three years of employment), all currently accumulated sick time. *

*If the Deputy Chief at time of appointment has more than the maximum 720 hours of Sick time allotted by the Employee handbook, they will retain those hours but not accumulate more until they fall below the 720-hour mark or the village can choose to pay the employee out for the hours above the 720 hours.

Deputy Chief will be provided a department vehicle if a department vehicle is not available at first the Chiefs car will be shared to cover on call time.

Job Requirements:

Residency Requirements: Must live within 10 Miles of Somers St. 1

Fire Officer 1

Minimum 3 year experience as line officer with Somers Fire & Rescue (Lieutenant or Captain

Physically Capable of performing job duties listed above.

SOMERS FIRE & RESCUE



CHIEF
Benjamin Andersen

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

Cost:

Cost of this position to the Village if filled as recommended through promotion of a current full time Captain.

Total Package cost for Deputy Chief (DC) \$125,258.52

Cost of new entry level Firefighter to replace promoted Captain. \$87,806.22

Reduction from removing top level captain \$124,678.92 (plus removes someone with a significant amount of vacation time from the line which will reduce back fill costs)

TOTAL COST FOR PROMOTION OF DC and replacement hire \$88,385.82

SOMERS FIRE & RESCUE

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Current Captain and Lieutenant Job Duties that could be shared with a Deputy Chief

Entering POC Schedules

Fire Inspections/Plan review

Ordering EMS & Station Supplies

Maintaining training records for all members including monitoring expiration dates on staff's certifications

EMS and Fire Call report review and enter them into the federal system

Apparatus and Equipment Maintenance

Maintaining Maintenance and Service records for all apparatus and equipment

Department EMS licensing paperwork and renewal

POC Hiring Process (collect applications, conduct hiring process and testing)

Training of Members

Health and Safety documentation (injury documentation and review)

Yearly Mask Fit testing

Grant Writing

Radio Programming

Run Explorer Post (which we get a lot of our members from)

Department Inventory Monitoring and Control

Fuel Receipt tracking and reporting

SOMERS FIRE & RESCUE

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List of Meetings that the Department staff should attend monthly that are currently attended by the chief or line officers.

Somers Fire Department monthly meeting

Village/Town Board meetings and Work sessions

Village of Somers Planning Commission meetings

Fire Commission Meetings

Kenosha County Fire Rescue Association meeting

EMS advisory Meeting with hospitals/Medical Control

EMS CQI/Call review panel

EMS Training Council Meeting

EMS PCG (protocol and guideline)

Local Emergency Planning Committee (LEPC) Meeting

DOT Construction meetings (when pertaining to Somers area Projects)

Public/Private Partnership meetings (Quarterly)

US Coast Guard Lake Michigan Water Safety SE Wisconsin Regional meeting (quarterly)

Kenosha Area Safety Around Water Council (Monthly)

MABAS Wisconsin meetings (Monthly)

Wisconsin Department of Health (DHS) online Meetings

Meetings with Developers

LIST OF CONFERENCES A CHIEF COULD BENEFIT FROM ATTENDING (often cant go no one to cover here)

Wisconsin State Fire Chiefs Conference

Wisconsin MABAS Conference

Wisconsin League of Municipalities events

Wisconsin EMS Association Conference

Wisconsin Fire Firefighters Association Conference

SOMERS FIRE & RESCUE

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

**Village Board Meeting
Tentative Agenda
Tuesday, August 23, 2022
5:30 p.m.**

Village Board Meeting:	
Item #	
1	Call to order
2	Pledge of Allegiance
3	Consent and Approval of Minutes of Regular meetings on August 10, 2022, Vouchers dated August 11, 2022 and August 18, 2022
4	Correspondence:
5	Citizens Comments
6	President and Trustee Comments
7	Plan Commission Recommendation (Golden Oil) a. Action on request by Somers USA, LLC, 1170 22nd Avenue, Kenosha, WI 53140 (Owner), Ted Gement, BP Kenosha Travel Plaza, 1170 22nd Avenue, Kenosha, WI 53140 (Agent); for an amendment to a previously approved Conditional Use Permit to allow alcohol consumption on the premises in the B-3 Highway Business District on Tax Parcel # 82-4-222-193-0202 located in the southwest quarter of Section 19, Township 2 North, Range 22 East, Village of Somers. For informational purposes only, this property is located on the northwest corner of the intersection of 120th Avenue (the east frontage road of I-94) and County Trunk Highway “S”.)
8	Action on proposed Second Amendment to Developer’s Agreement between the Village of Somers and Golden Oil Co. and Somers USA, LLC
9	Approval of Operator’s Licenses: Madelynn Arnsmeier
10	Adjourn

I hereby certify that as the designee of the chief elected official of the Village of Somers, I posted this notice of the August 23, 2022 Village Board Meeting & Tentative Agenda in 1 public place & on the Village website.

Original Post Date: August 12, 2022

Dated this 12th day of August 2022

Brandi Baker, 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**