

**CITY OF KENOSHA/TOWN OF BRISTOL
COOPERATIVE PLAN
UNDER SECTION 66.023, WISCONSIN STATUTES**

Dated: May 9, 2000

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THE CITY OF KENOSHA, a Wisconsin municipality with offices at 625 - 52nd Street, Kenosha, Wisconsin 53140 (hereinafter "**CITY**"), and the **TOWN OF BRISTOL**, a Wisconsin municipality with offices at 198th Avenue and 83rd Street, Box 187, Bristol, Wisconsin 53104 (hereinafter "**TOWN**"), enter into this Cooperative Plan, (hereinafter "**COOPERATIVE PLAN**" or "**PLAN**"), subject to approval of the State Department of Administration, under authority of Section 66.023, Wisconsin Statutes.

WHEREAS, Section 66.023, Wisconsin Statutes, authorizes municipalities to determine the boundary lines between themselves upon approval of a Cooperative Plan by the State Department of Administration; and,

WHEREAS, the purpose of the Cooperative Plan is cited in Section 66.023(3)(b), Wisconsin Statutes, as follows:

(b) Purpose of plan. The cooperative plan shall be made with the general purpose of guiding and accomplishing a coordinated, adjusted and harmonious development of the territory covered by the plan which will, in accordance with existing and future needs, best promote public health, safety, morals, order, convenience, prosperity or the general welfare, as well as efficiency and economy in the process of development.

and,

WHEREAS, Section 66.023(2)(a. through d.) of the Wisconsin Statutes requires that Cooperative Plans be organized around "options" for future boundary changes. These options, listed below, specify how boundary changes will occur over the "boundary plan" term:

- (a) That specified boundary line changes shall occur during the planning period and the approximate date by which such changes shall occur.
- (b) That specified boundary line changes may occur during the planning period and the approximate dates by which the changes may occur.
- (c) That required boundary line change under par. (a) or an optional boundary line change under par. (b) shall be subject to the occurrence of conditions set forth in the plan.
- (d) That specified boundary lines may not be changed during the planning period."

This Cooperative Plan between City and Town is organized around the above Option c; and,

WHEREAS, Town and City were separated from each other for over 150 years by what was then known as the Town of Pleasant Prairie. With the incorporation of the Village of Pleasant Prairie in 1989, City and the newly formed Village of Pleasant Prairie were both contiguous to Town. Consequently, Town in the early 1990s began a rapid process of balancing urbanization caused by the proximity of two incorporated municipalities with its historical agricultural, recreational and isolated hamlet land uses; and

WHEREAS, ensuing tensions resulted from a series of annexations of lands in the Town to the Village of Pleasant Prairie. The predictable responses to these annexations were judicial challenges by the Town. The resulting litigation proved both costly and time-consuming to all parties concerned. The City was a party

to one of those challenged annexations; and

WHEREAS, annexation of Town land by City or Village is potentially unlimited in scope and places Town at the mercy of the annexing property owner with respect to the timing, location, provision of public services size and shape of annexed territory; and

WHEREAS, **CITY** and **TOWN** enter into this Cooperative Plan to determine their respective boundaries and to guide and accomplish a coordinated, adjusted and harmonious development of the territory covered by the plan; and,

WHEREAS, this Cooperative Plan is intended to implement the "1997 Cooperative Agreement for Orderly Development By and Between City of Kenosha and Kenosha Water Utility; and Town of Bristol, Town of Bristol Utility District No. 3, Town of Bristol Water Utility District" (see Attachment "G-1"; hereinafter "**1997 Cooperative Agreement**"), undertaken under authority of Section 66.30, Wisconsin Statutes; and,

WHEREAS, the City and the Town have entered into a separate agreement under the provision of Section 66.30 of the Wisconsin Statutes (see Attachment "G-2") for the purposes of establishing permanent boundaries, assuring orderly development, and limiting extraterritorial zoning, land division, condominium platting, and official mapping controls in the Town area outside of the City Growth Area; and

WHEREAS, this Cooperative Plan does not adversely affect exercise of Kenosha County zoning, platting, and general powers of Kenosha County in the areas of the Town which are not subject to attachment to the City; and

WHEREAS, this Cooperative Plan was developed following a review of existing regional, county and local plans;

WHEREAS, City and Town have held three public hearings on the Cooperative Plan noticed under sec. 66.023(4)(b) on December 16, 1998, July 14, 1999, and April 18, 2000 in which comments were received and which comments are either reflected in the final Cooperative Plan or addressed in Exhibit "A", which consists of an analysis of public hearing comments; and

WHEREAS, it is the intention of **CITY** and **TOWN** that this Cooperative Plan be a binding and enforceable contract.

WITNESSETH:

The City of Kenosha and Town of Bristol enter into this Cooperative Plan under authority of Section 66.023, Wisconsin Statutes, and Petition the State Department of Administration for approval, in accordance with statutory procedures and time frames.

SECTION 1 PARTICIPATING MUNICIPALITIES

This Cooperative Plan applies to the City of Kenosha and Town of Bristol located in Southeastern Wisconsin, which respective boundaries are shown on Attachment "B".

SECTION 2 CONTACT PERSON

The following person is empowered to speak for their municipality respecting this Cooperative Plan:
For The City of Kenosha: The City Administrator; For The Town of Bristol: The Town Administrator.

SECTION 3 TERRITORY SUBJECT TO THE COOPERATIVE PLAN

The territory subject to this Cooperative Plan is the City Growth Area as shown and designated on Attachment "C".

SECTION 4 ISSUES, PROBLEMS, OPPORTUNITIES

This Cooperative Plan will address issues and problems and create opportunities as noted in the following areas below:

4.01 Establish Permanent Boundaries Between City and Town, Eliminate Annexation Disputes. Like many towns located next to incorporated municipalities, the Town became engaged in a number of annexation disputes with its neighbors including, most recently, the Village of Pleasant Prairie. These annexation disputes have absorbed a great many of the Town's financial resources with no ultimate positive result; if the Town wins, the landowners have traditionally re-petitioned for annexation. If the Town loses, then the annexation ordinance is declared valid. The permanent boundary sought by this Cooperative Plan and the companion Section 66.30 agreement will recognize the legitimate needs of the City of Kenosha to grow and the need of the Town of Bristol to maintain secure boundaries and to engage in meaningful planning. A permanent border will allow both municipalities to engage in land use planning, for both to avoid disputes, as well as for both to properly plan for infrastructure improvements for sewer, water, and other urban amenities.

4.02 Assure Orderly Development of City and Town Within the Planning Area. Capital infrastructure improvements require a planning horizon which may be from one to five years in length. Under normal annexation dynamics, annexations may occur well in advance of the planning for infrastructure improvements. Because of the capital infrastructure improvement planning horizons, the infrastructure may not be extended into the annexed territory for one to five years. The orderly phasing of growth and development will be enhanced by this Cooperative Plan.

4.03 Establish Mechanism for Joint Planning. Town and City officials have historically met only on a reactive and infrequent basis. Section 24.01 of this Cooperative Plan requires the Town and the City to jointly establish a Street Access Plan for properties abutting State Trunk Highway 50. In addition, Section 22 of this Cooperative Plan requires the City and the Town to negotiate in good faith for the creation, management, and cost allocation for a Drainage District within the City Growth Area and the Town Service Area (identified in the 1997 Cooperative Agreement). Finally, Section 18 of this Cooperative Plan requires meetings no more than six-months apart to review and discuss all aspects of the Cooperative Plan and its implementation. This framework for discussion and planning will further reduce adversarial tensions, promote joint planning, and be a mechanism for the efficient delivery of municipal services.

4.04 Provide for Revenue Sharing to Town to Compensate Town for the Loss of Tax Revenue from Certain Lands Attached to City. The Town currently collects an annual tax levy of approximately \$60,000 from those lands which will be ceded to the City in the first phase of the boundary adjustments under the Cooperative Plan. Incremental decreases in this amount over a five-year period will reduce the immediate tax loss to the Town's budget through the revenue sharing procedure.

4.05 Provide Town With City Water and Sewer Service in Town Service Area As Identified in the Section 66.30 1997 Cooperative Agreement. This Cooperative Plan is the product of agreements undertaken under authority of Section 66.30, Stats., between the Town and City and contained in the 1997 Cooperative Agreement for Orderly Development By And Between City of Kenosha and Kenosha Water Utility; and Town of Bristol, Town Bristol Utility District No. 3, Town of Bristol Water Utility District ("1997 Cooperative Agreement"). As such, agreements for development in the City Growth Area are part and parcel of a larger

plan for the orderly development of the Town. While not part of the City Growth Area of this Cooperative Plan, the Town Service Area identified in the 1997 Cooperative Agreement for sewer and water is subject to the terms and conditions of the 1997 Cooperative Agreement as amended. Availability of municipal services to the City Growth Area of this Cooperative Plan, as well as the Town Service Area identified in the 1997 Cooperative Agreement, will promote a compact and orderly development, and balance the Town's residential and nonresidential tax bases within both the agricultural and urbanized areas of the Town.

4.06 Control Urban Sprawl. Absent the urban services of municipal sewer and water, new building in the Town could result in non-compact and "leap frog" development. The Town believes that the economics and public health enhancement resulting from the provision of municipal sewer and municipal water will greatly reduce the prospect of "urban sprawl" and allow for continued sound long-range planning within the Town.

4.07 Increase the Level of Public Safety Services Available to Areas of Town Attached to City. Because many City ordinances will apply to the City Growth Area at the commencement of this Cooperative Plan, the Town and the City believe that the public safety amenities of urban living will apply to enhance the quality of life within the City Growth Area. The provision of sewer and water outside of the City Growth Area will similarly enhance public health quality, the protection of ground and surface waters and to enhance transportation planning through predictable and controlled growth.

SECTION 5 CITY GROWTH AREA/BOUNDARY ADJUSTMENT AREA OF TOWN

The area of the Town subject to boundary adjustments over the term of this Cooperative Plan and reserved for City growth (hereinafter "**City Growth Area**"), is legally described on Attachment "D" and shown on the scale map on Attachment "E".

SECTION 6 CURRENT LAND USE AND PHYSIOGRAPHIC CONDITIONS OF THE CITY GROWTH AREA TERRITORY INCLUDED IN COOPERATIVE PLAN

The current land use and physiographic conditions of the City Growth Area territory included in the Cooperative Plan are identified on Attachment "F".

SECTION 7 TERM OF THE BOUNDARY ADJUSTMENT PERIOD

The term of this Cooperative Plan shall be permanent. The term of the boundary adjustment period shall be thirty (30) years (following approval of the governing bodies of City and Town) from the date of approval of the State Department of Administration. Notwithstanding the term of the boundary adjustment period, the boundaries between City and Town specified in this Cooperative Plan and shown and described on Attachment "D" and "E" shall be permanent. The terms of a separate Section 66.30, Wisconsin Statutes 1999 Cooperative Agreement (see Attachment G-2) sets forth additional requirements.

The basis for the thirty (30) year boundary adjustment period is that such time period is anticipated to be the time required for City to assimilate the territory in the City Growth Area in an orderly basis and cost effective manner.

SECTION 8 CITY GROWTH AREA AS PERMANENT BOUNDARY BETWEEN THE CITY OF KENOSHA AND THE TOWN OF BRISTOL

The limits of the City bordering the Town as expanded through the attachment of the City Growth Area shall constitute the permanent boundary between City and Town. The City may attach areas within the City Growth Area as provided in this Plan, but will not attach and hereby forever waives its right to attach portions of Town outside the City Growth Area, except where Town Board petitions City for attachment.

The City and Town have determined that the permanent boundary established by this Cooperative Plan best promotes public health, safety, order, convenience, prosperity and general welfare, as well as efficiency and economy of development between the City and Town.

SECTION 9 SANITARY SEWER AND WATER SERVICE

The Section 66.30 1997 Cooperative Agreement is the agreement, as amended from time to time, between City and Town respecting sanitary sewer and water services. The provisions of the Section 66.30 1997 Cooperative Agreement and the 1997 Cooperative Agreement as amended respecting sanitary sewer and water service are contained in Attachment "G-1" and Attachment "G-3". The Section 66.30 1997 Cooperative Agreement provisions respecting sanitary sewer and water service may be amended from time to time by the parties outside of the Cooperative Plan review and approval process.

SECTION 10 RESTRICTIONS UPON ON-SITE SEWAGE PERMITS, BUILDING PERMITS AND LAND DIVISION WITHIN THE CITY GROWTH AREA

No on-site sanitary sewer permits or well permits shall be issued or approved by the town for any land within the City Growth Area. No building permits shall be issued or approved by the Town for any new structures within the City Growth Area without the written consent of the City Administrator. Notwithstanding the foregoing, replacement structures, accessory structures for existing residential and agricultural uses may be granted on-site sewage permits and building permits provided that such permits require connection to the Kenosha Water Utility's sewerage system once service becomes available to that parcel. No certified survey maps, plats or land divisions may be approved by the Town within the City Growth Area without attachment to the City and with a condition that any structures built upon such lots will be required to immediately hook-up to the Kenosha Water Utility's sewer systems.

SECTION 11 ATTACHMENT OF TERRITORY IN CITY GROWTH AREA OF TOWN TO CITY

Territory in City Growth Area of Town shall be attached to City during the thirty (30) year boundary adjustment period of this Cooperative Plan as follows:

11.01 Initial Attachment. There shall be an Initial Attachment of territory in the City Growth Area of Town to City, following approval of this Cooperative Plan by State Department of Administration, legally described on Attachment "H" and shown on a scale map as Attachment "I".

11.02 Intermediate Attachments. There may be Intermediate Attachments of territory in the City Growth Area of the Town to the City following the Initial Attachment until the Final Attachment hereinafter provided. The procedure for intermediate attachments recognizes a political compromise respecting the desire of the current residential property owners in the City Growth Area to remain Town residents for the term of the Cooperative Plan subject to required attachment in thirty (30) years. Real estate sales statistics show that very few residential property owners retain title to a given parcel of real estate for more than thirty (30) years. This means that the residential property owners who do attach to the City will likely be those who bought their property knowing that attachment to the City is required. This procedure, in effect, grandfathers current residential property owners as Town residents for a period which could extend for thirty (30) years unless those property owners petition the City for attachment.

11.03 Final Attachment. There shall be a Final Attachment of territory in the City Growth Area of Town to City, including all territory remaining in City Growth Area of Town, irrespective of occupancy, use or any other factors, effective on the Thirtieth (30th) Anniversary of the effective date of this Cooperative Plan.

SECTION 12 PROCEDURE FOR ATTACHMENT

The procedure for attachment of territory in the City Growth Area of Town to City shall be as follows:

12.01 Procedure for Initial Attachment. Upon State Department of Administration approval of this Cooperative Plan, City Common Council shall, with ten (10) days advance, written notice to Town Clerk and without review and recommendation by the City Plan Commission or any other sub-unit of City, and without further review or approval of Town, adopt an Ordinance attaching the territory constituting the Initial Attachment and designating a temporary zoning classification for each parcel of land until the Zoning Ordinance is amended as prescribed in Section 62.23(7)(d), Wisconsin Statutes. The Ordinance may attach the territory to an existing Ward or may create an additional Ward. Following attachment, the City Clerk shall:

- (a) File immediately with the Secretary of State a certified copy of the Attachment Ordinance, certificate and plat, and shall send one (1) copy to each company that provides any utility service to the area that is attached. The Attachment Ordinance that is filed or sent shall describe the attached territory and the associated population. The information filed with the secretary of state shall be utilized in making recommendations for adjustments to entitlements under the federal revenue sharing program and distribution of funds under Chapter 79 of the Wisconsin Statutes. Failure to file or send shall not invalidate the Attachment and the duty to file, record, or send shall be a continuing one.
- (b) Record the Attachment Ordinance with the Kenosha County Register of Deeds and file a signed copy of the Attachment Ordinance with the clerk of any affected school district. The Attachment Ordinance that is filed, recorded or sent shall describe the attached territory and the associated population. Failure to file, record or send shall not invalidate the Attachment and the duty to file, record, or send shall be a continuing one.

12.02 Procedure for Intermediate Attachments.

- (a) Upon written petition for attachment filed with the City Clerk on City forms by the owners of one-half of the land, in either area or assessed value, City Common Council shall, with ten (10) days advance, written notice to Town Clerk and without review and recommendation by the City Plan Commission or any other sub-unit of City, and without further review and approval of Town, adopt Ordinances from time to time attaching the territory constituting the Intermediate Attachment and designating a temporary zoning classification for each parcel of land until the Zoning Ordinance is amended as prescribed in Section 62.23(7)(d), Wisconsin Statutes. The Ordinances may attach the territory to an existing ward or may create an additional ward. The City Clerk shall file, record, or send the Attachment Ordinances in the same manner as described under Subsections 12.01(a) and (b).
- (b) Notwithstanding Subsection 12.02(a), no land zoned or used primarily for residential purposes and which is occupied by the owner(s) shall be attached to the City as an Intermediate Attachment without the consent of the owner(s).
- (c) Where a petition for attachment involves residential property occupied by electors other than the owner(s) (or land contract vendee), only the owner(s) have the right to consent to the attachment.
- (d) Territory may be attached to the City, under this Cooperative Plan, irrespective of the size,

shape, or contiguousness of the territory covered by the petition. The CITY, however, may reject any petition to attach territory which is either not contiguous, or not configured in a manner as will enable City to provide adequate and timely service. The CITY is authorized to confer with landowners interested in a petition for attachment to recommend the size, shape and contiguousness of the territory to be covered by the petition.

- (e) Any territory not attached to the City as an Intermediate Attachment shall be attached to the City as a Final Attachment in accordance with the time frames and procedures governing Final Attachments.

12.03 Procedure for Final Attachment. The Final Attachment shall be effective as provided in Section 11.03 without further notice, hearing or action. The Common Council may adopt an Attachment Ordinance for the purpose of memorializing the attachment, and designating zoning classifications for each parcel of land until the Zoning Ordinance is amended as prescribed in Section 62.23(7)(d), Wisconsin Statutes. The Attachment Ordinance may attach the territory to an existing ward or create an additional ward. The City Clerk shall file, record, or send the Attachment Ordinances in the same manner as described under Subsections 12.01(a) and (b).

12.4 Attachments may Include Public Right-of-Way.

- (a) **General.** Any attachment of territory under this Cooperative Plan may include public right-of-ways whether half or the whole of any abutting public right-of-way.
- (b) **STH 50 and CTH MB Right-of-Way Boundaries.** City, from time to time during the thirty (30) year boundary adjustment period of this Cooperative Plan, may elect to exercise jurisdiction over any portion of the right-of-way of STH 50 and CTH MB abutting the City Growth Area by the adoption of an Attachment Ordinance for said right-of-way.

12.5 Effective Date of Attachment. Town territory in the City Growth Area constituting an Initial Attachment or Intermediate Attachment will be attached to City effective on the date after the day of publication of the Attachment Ordinance unless another date is provided in the Ordinance. The Final Attachment shall be effective as provided in Section 11.03.

SECTION 13 LOCAL ORDINANCES AFFECTING CITY GROWTH AREA

The City Growth Area, during the term of this Cooperative Plan, shall be governed by City, County and Town General Ordinances, and by City and County (as applicable) Zoning Ordinances as hereinafter provided.

13.01 Attached Territory. Town territory attached to the City from time to time under this Cooperative Plan shall become City territory subject to all City Zoning and General Ordinances on the effective date of attachment.

13.02 Town Territory Subject to Attachment but Not Attached.

13.02.1 Town territory subject to attachment but not attached shall be subject to the City Zoning, Land Division and Platting Ordinances, and to any County Zoning Ordinance that would remain in effect on and enforceable to Town territory upon attachment, as said ordinances exist from time to time; for example, shoreland and wetland ordinances and public health ordinances. The County Zoning Ordinance, except as applicable to Town territory upon attachment, shall not apply to or be enforced in this territory. City will administer all Kenosha County zoning ordinances applicable to the City Growth Area, including zoning ordinances adopted under ss. 59.692, 87.30, and 91.71 to 91.78, where appropriate, as of the effective date of this Cooperative Plan.

T. Territory subject
to Attachment

13.02.2 The following-chapters of the City Code of General Ordinances are specifically deemed applicable and enforceable as hereinafter provided.

13.02.2.1 Chapter IX, "Building Code"

13.02.2.2 Chapter XV, "Signs"

13.02.2.3 Chapter XVI, "Minimum Housing Code"

13.02.2.4 Chapter XX, "Commercial Exterior Maintenance Code"

13.02.2.5 Chapter XXVIII, "Vacant Building Code"

13.02.2.6 Chapter XXXIII, "Construction Site Maintenance and Erosion Control Code"

13.02.2.7 Chapter XXXV, "Impact Fees"

The Town shall adopt the Ordinances specified under Subsections 13.02.2.1 through 13.02.2.7 and contract with the City for the administration and enforcement of those specified Ordinances as they now exist and as they may exist in the future.

13.03 City Zoning of City Growth Area. The City Common Council, within one (1) year of the effective date of this Cooperative Plan, shall adopt a Zoning Ordinance which places each parcel of real estate located within the City Growth Area in an established City Zoning District classification. The Zoning Ordinance may place parcels of land within the City Growth Area in a Zoning District which freezes existing land uses or it may place parcels of land within the City Growth Area in a Zoning District in conformance with the duly adopted Master Plan for the City Growth Area (see Attachment "L-3").

SECTION 14 STORM WATER MANAGEMENT AND CONTROL

Town shall be responsible for storm water management and control in City Growth Area prior to attachment of Town territory to City. Town shall apply City standards to the construction and installation of storm water control and conveyance facilities within such area. Town shall also apply City standards to construction and installation of storm water control and conveyance facilities in Town territory outside the City Growth Area which, when developed, will discharge storm water into the City Growth Area.

SECTION 15 DESIGN AND CONSTRUCTION OF PUBLIC STREETS, SIDEWALKS, IMPROVEMENTS, AND PLACEMENT OF PUBLIC UTILITIES IN STREET RIGHT-OF-WAY IN CITY GROWTH AREA PRIOR TO ATTACHMENT OF TOWN TERRITORY TO CITY

Town, prior to attachment of Town territory to City, shall adopt and apply City standards in the City Growth Area with respect to the design and construction of public streets, sidewalks, improvements generally placed in right-of-ways (trees, signs, etc.), and the placement of public utilities (including, but not limited to, sanitary sewers, water, electric, gas, telephone, and cable television) in the street right-of-way.

SECTION 16 LAND USE PERMITS AND REVIEWS, LAND DIVISIONS AND BUILDING PERMITS IN CITY GROWTH AREA

Any Town resident, property owner or property operator in City Growth Area shall, in developing land, improving property and dividing land, obtain all applicable zoning and land division permits, reviews and approvals directly from City.

SECTION 17 ENVIRONMENTAL EVALUATION OF THE COOPERATIVE PLAN

The City and Town have evaluated the environmental consequences of the Cooperative Plan, including air and water pollution impacts, energy use, and effect on urban sprawl and expect minimum impacts. The Cooperative Plan facilitates consistent and coherent Town planning for infrastructure and other development in the Town territory. The Cooperative Plan is consistent with all applicable state and federal laws, municipal regulations, shoreland zoning ordinances, and administrative rules as discussed in Attachment "L-3."

The proposed Cooperative Land Use Plan for the City of Kenosha and the Town of Bristol (contained in Attachment "L-3") provides only for recreational, residential, and commercial development in the City Growth Area. Because manufacturing development is not anticipated by this Cooperative Land Use Plan for the City of Kenosha and the Town of Bristol, there are no potential adverse environmental consequences (including air and water pollution) related to manufacturing development. The Master Plan for the City Growth Area reduces the potential impact of urban sprawl by providing for open space while concentrating the location of residential and commercial development. The reservation of all natural areas, wetlands, floodplains and upland woods will allow the continuation of natural vegetation absorbing air pollutants and preventing soil erosion.

The WEPCO Power Plant in the Village of Pleasant Prairie provides an electric power supply sufficient to serve the City Growth Area.

The Kenosha Water Production Plant and Wastewater Treatment Plant have adequate capacity to serve the City Growth Area and Town Service Area under the service requirements of this Cooperative Plan. New development in the City Growth Area may only be served with Kenosha Water Utility water and sanitary sewer service; wells, holding tanks, septic and mound systems, and private treatment plants being expressly prohibited.

Construction site maintenance and erosion control will be regulated in the City Growth Area by Chapter XXXIII of the City's Code of General Ordinances.

Section 14 of this Plan provides for storm water management and control in the City Growth Area.

The physical development of the City Growth Area will be in compliance with State and Federal environmental laws and regulations. Sanitary sewer and water extensions will be subject to State Department of Natural Resources approvals. No major development is expected in the City Growth Area which would require Federal or State air pollution control permits or waivers. Private wells upon the premises served by City water service in the City Growth Area must be maintained under a permit or abandoned under Chapter XXXII of the City Code of General Ordinances.

This Cooperative Plan and the 1997 Cooperative Agreement provides for Kenosha Water Utility sanitary sewer and water service in the Town Service Area. This service will provide for compact development and minimize urban sprawl in the Town Service Area.

The Town and Village of Pleasant Prairie have negotiated a Section 66.30 Agreement under the provisions of the Wisconsin Statutes, which will control urban sprawl in the designated Village Growth Area and the Village of Pleasant Prairie Supervised Drainage Area.

The City Growth Area will be served by City transit services following the attachment and density of population sufficient to support such service. This service will reduce vehicle congestion and improve air quality.

Based upon plans developed at the regional, County, and local levels of government for the surrounding communities, the impact of the boundary changes and development within the City Growth Area affected by this Cooperative Plan will be compatible with, and will have no negative impacts on, the

surrounding communities. All surrounding villages and towns are subject to zoning ordinances and land division control ordinances.

The participating municipalities received comments at the April 18, 2000 public hearing related to development pressures placed on and the consequent vulnerability of the neighboring Town of Paris, which is not party to the Cooperative Plan between the City of Kenosha and Town of Bristol. The City and Town have concluded that a change in zoning, platting, or other land division of Town lands is often a prerequisite to development, and the statutory authority given to Towns and found in Section 59.69(5)(e)3., Wisconsin Statutes, to disapprove those zoning changes is an effective tool which the Town of Paris can employ, in conjunction with the guidance provided by the Town of Paris' adopted land use plan, to hold off such development pressures.

SECTION 18 HOUSING NEEDS

A "Summary of Significant Housing Conditions and Trends" was completed for Kenosha County in November 1998 by the Wisconsin Department of Administration, Division of Housing. (see Attachment "L-1").

In 1995, the City prepared a consolidated plan for the Community Development Block Grant and Home Programs. Pages 21 and 22, attached as Attachment "L-2", identify the Rehabilitation, New Construction, Home Buyer Assistance, Rental Assistance, Homeless Assistance and Homeless Prevention Programs in operation in the City. These programs will apply to the City Growth Area of Town. Page 36 of this report, also found in Attachment "L-2", concludes as follows respecting the City's housing goals:

The current public policies relating to housing and, in particular, affordable housing, do not appear to be excessive, exclusionary, or discriminatory nor do they duplicate any other policies. However, the City will continue to monitor those relevant public policies to ensure they do not change in such manner as to constitute a barrier to affordable housing. The City will also continue its pro-active position, regarding affordable housing, by continuing to provide both financial and technical assistance to affordable housing activities and projects.

The City has continued to maintain neo-traditional development standards for land use planning, neighborhood planning, zoning, and subdividing. Neo-traditional standards encourage a variety of sites, housing choice which includes affordable housing, and encourages the heterogeneous population distribution pattern by income, race, and ethnic background.

SECTION 19 PERIODIC CONFERENCES AND LONG-RANGE PLANNING

Town and City shall confer from time to time, but at least once each six (6) months, to review and discuss concerns relating to land use, drainage, boundary streets, capital improvement projects, and other matters of mutual concern. The Town shall be responsible for scheduling and holding a Spring meeting and the City shall be responsible for scheduling and holding a Fall meeting.

SECTION 20 KENOSHA WATER UTILITY SERVICES WITHIN THE CITY GROWTH AREA

The Kenosha Water Utility will provide sanitary sewer and public water service to the portion of the City Growth Area in State approved service areas. The City Water Utility has unused water capacity at the present time in the amount of twelve (12) millions of gallons per day and unused wastewater treatment capacity in the amount of ten (10) millions of gallons per day demonstrating the resources to serve the City Growth Area. The City regulates land development by requiring, under Ordinance, that developers execute land development agreements which require developers to provide, at their own cost and expense, all

infrastructure required to serve their developments.

To the extent that there are certain infrastructure costs which must be borne by the City, the City budgets for such expenditures under a five (5) year Capital Improvements Plan funded through borrowing and bonding. At the present time the City has only exercised 67.20 percent of its borrowing capacity, demonstrating that the City has the financial resources to serve the City Growth Area.

SECTION 21 LAND DIVISION WITHIN THE CITY GROWTH AREA

The Town may review and comment but may not disapprove land divisions within the City Growth Area.

SECTION 22 CITY REMITTANCE OF PROPERTY TAXES TO TOWN

The City shall remit a percentage of property taxes to the Town over a five year period equal to \$60,000 (yr. 1); \$48,000 (yr. 2); \$36,000 (yr. 3); \$24,000 (yr. 4); \$12,000 (yr. 5) as partial compensation for taxes lost due to attachment of Town territory in City Growth Area. Payments shall commence in the year the City has included this obligation in its budget and be made within ten (10) working days of the 1st of the year. City shall use its best effort to include this obligation in its next budget following State approval of this plan.

SECTION 23 DRAINAGE DISTRICT WITHIN THE CITY GROWTH AREA AND TOWN SERVICE AREA

The City and Town agree to negotiate in good faith for the creation, management, and cost allocations for a drainage district within the City Growth Area and Town Service Area (identified in the 1997 Cooperative Agreement) through a separate Section 66.30 Cooperative Agreement.

SECTION 24 EXTRATERRITORIAL ZONING, LAND DIVISION, CONDOMINIUM PLATTING, AND OFFICIAL MAPPING CONTROLS IN TOWN OUTSIDE THE CITY GROWTH AREA

The City will not exercise any extraterritorial zoning, land division, condominium platting, nor official mapping controls in Town outside the City Growth Area.

SECTION 25 MASTER PLANNING

25.01 Street Access Planning. City and Town will establish a street access plan for properties on both sides of STH 50 abutting the City Growth Area within one (1) year of the effective date of this Cooperative Plan and will consult with both WisDOT and Kenosha County throughout the process through which the street access plan is developed.

25.02 Master Plans. The duly adopted Master Plan for the City Growth Area (as described in Attachment "L-3") shall govern land development until amended in accordance with State law governing Master Planning. In order to implement development proposed by the Master Plan for the City Growth Area, amendments to sanitary sewer and water service area boundaries will be required. Any extension of sanitary sewer and water service area boundaries shall be made in accordance with all state laws, rules, and regulations. City and Town will cooperate with the Southeastern Wisconsin Regional Planning Commission in securing amendments to regional master plans in order to accommodate development

proposed in the Master Plan for the City Growth Area which could be, at some point in time, inconsistent with a regional master plan.

25.03 Mutual Approval. City has no objection to duly adopted Town Master Plans applicable to Town territory outside the City Growth Area. Town has no objection to duly adopted City Master Plans applicable to the City Growth Area.

SECTION 26
AUTHORIZING RESOLUTIONS, ATTEST BY AFFIDAVIT,
COOPERATIVE PLAN ADOPTION RESOLUTIONS, AND RECORD OF PUBLIC PARTICIPATION

26.01 Initial Authorizing Resolutions. Section 66.023(4)(a) of the Wisconsin Statutes, requires that initial authorizing resolutions for the preparation of a Cooperative Plan must be approved by each participating municipality (that is, the City and the Town) before Cooperative Plan preparation may commence. Authorizing resolutions must be dated and signed by the chief elected official and attested by the municipal clerk of each municipality participating in the Cooperative Plan. Copies of the City and Town initial authorizing resolutions are found in Attachment "M".

26.02 Attest By Affidavit. Section 66.023(4)(a)(1-4) of the Wisconsin Statutes regarding the Cooperative Plan requires an attest by affidavit that authorizing resolutions described under Section 26.01 above were sent to: The Department of Administration, Department of Natural Resources (DNR), Department of Agriculture, Trade, and Consumer Protection (DATCP), and Department of Transportation (DOT); the clerks of any municipality, school district, vocational technical and adult education district, sewer or sanitary district which has any part of its territory within 5 miles of a participating municipality; the clerk of each county in which a participating municipality is located; and, any county zoning agency or regional planning commission whose jurisdiction includes a participating municipality. The "Attests by Affidavit" is found in Attachment "N".

26.03 Resolutions Indicating Adoption and Authorizing Transmittal of the Cooperative Plan to the State. Copies of resolutions indicating adoption and authorizing transmittal of the Cooperative Plan to the Wisconsin Department of Administration for review, dated and signed by the chief elected official and attested by the clerk from each participating municipality--the City and the Town--are found in Attachment "O".

26.04 Record of Public Participation and Comment. The public comment and hearing requirements in Section 66.023(4)(b) and (c) of the Wisconsin Statutes were met. The public hearing comments are found in Attachment "P".

SECTION 27
NO THIRD PARTY BENEFICIARY

This Cooperative Plan is intended to be solely between City and Town. Nothing in this Cooperative Plan shall be interpreted as giving to any person or entity, not party to this Cooperative Plan any legal or equitable rights whatsoever.

SECTION 28
ADMINISTRATION OF THIS COOPERATIVE PLAN

This Cooperative Plan shall be administered on behalf of Town by the Town Administrator or designee, on behalf of the City, by the City Administrator or designee. The appointment of a designee must be in writing, and the other party to this Cooperative Plan must be notified in writing of the appointment.

SECTION 29 ENFORCEMENT

29.01 Remedies. This Cooperative Plan is intended to provide each party with the right and standing to challenge in Court any act or omission which violates this Cooperative Plan. This Cooperative Plan is intended to provide each party with the right and standing to seek any available legal or equitable remedy to enforce this Cooperative Plan and to seek damages for the breach of this Cooperative Plan.

29.02 Notice of Breach/Dispute Resolution. If a party to this Cooperative Plan believes that the other party is in breach of this Cooperative Plan, the aggrieved party shall promptly serve written notice of said breach upon the other party. The parties shall meet promptly thereafter and shall endeavor in good faith to resolve any dispute amicably. If the initial meeting fails to resolve the dispute, the parties shall meet again within thirty (30) days after service of the written notice. Failure or refusal of a party to meet promptly and attempt in good faith to resolve any dispute shall be deemed a waiver by such party of any right to recover any litigation expenses or attorney fees other than statutory costs; provided, however, that good faith shall not require an amendment of this Cooperative Plan. This subparagraph is intended by the parties to waive their respective statutory right to any further notice under Subsection 893.80(1)(a), Wisconsin Statutes, to the extent such subsection is applicable.

29.03 Limitation on Commencement of Civil Action. No civil action may be commenced until after thirty (30) days from the effective date of written notice required by this Cooperative Plan, except that a party may commence an action seeking specific performance or injunctive relief in less than thirty (30) days if, in that party's good faith judgment, such an action is necessary to protect the public health, safety or welfare. Except as otherwise provided in this Cooperative Plan, the prevailing party in any action concerning an alleged breach of this Cooperative Plan shall be entitled to recover from the other party its reasonable costs and expenses of litigation, including reasonable actual attorney's fees.

SECTION 30 NO CHALLENGES TO THIS COOPERATIVE PLAN

City Entities and Town Entities hereby waive any right each may have to commence or maintain any civil action or other proceeding to contest, invalidate or challenge this Cooperative Plan or any of the actions required or contemplated by this Cooperative Plan, or to take any actions, either directly or indirectly, to oppose in any other way, or to initiate, promote or support the opposition of this Cooperative Plan or any of the actions required or contemplated by this Cooperative Plan.

SECTION 31 AMENDMENT

The procedure for amendment of this Cooperative Plan is found in Section 66.023(8), Wisconsin Statutes. Either party may arbitrarily withhold its consent to any amendment.

SECTION 32 GOOD FAITH AND FAIR DEALING

The parties hereby acknowledge that this Cooperative Plan imposes on them a duty of good faith and fair dealing.

SECTION 33 SEVERABILITY

33.01 The provision of this Cooperative Plan, and the individual parts of each such provision, shall be severable. In the event that any provision of this Cooperative Plan, or any part thereof, is held by a Court of competent jurisdiction to be invalid or ineffective, the balance of this Cooperative Plan shall survive. In such event, the parties shall promptly meet to discuss how they might satisfy the intent of this Cooperative Plan by alternative means.

33.02 The parties shall use their best efforts to find, design and implement a means of successfully accomplishing the intent of this Cooperative Plan. If necessary, the parties shall negotiate appropriate amendments of this Cooperative Plan to maintain, as closely as possible, the original terms, intent and balance of benefits and burdens of this Cooperative Plan. In the event the parties are not able to reach agreement in such situation, either party may, by thirty (30) days written notice to the other, require submission of such dispute to an impartial arbitrator, to be mutually selected by the parties during such thirty (30) day period, for binding arbitration. Town and City shall promptly pay on an equal basis all fees and expense of the selected arbitrator.

SECTION 34 INVALID OR INEFFECTIVE ORDINANCE

In the event that any Ordinance, including but not limited to Attachment and Zoning Ordinances, which the parties are required or entitled to enact and/or enforce by this Cooperative Plan is adjudged by any Court of competent jurisdiction to be invalid or ineffective, in whole or in part, the parties shall promptly meet to discuss how they might satisfy the intent of this Cooperative Plan by alternative means, including, without limitation, enacting another ordinance designed to satisfy the Court's objections. The parties shall use their best efforts to find, design and implement a means of successfully accomplishing the intent of this Cooperative Plan. If necessary, the parties shall negotiate appropriate amendments of this Cooperative Plan to maintain, as closely as possible, the original terms, intent and balance of benefits and burdens of this Cooperative Plan. In the event the parties are not able to reach agreement in such situation, either party may, by thirty (30) days written notice to the other, require submission of such dispute to an impartial arbitrator, to be mutually selected by the parties during such thirty (30) day period, for binding arbitration. Town and City shall promptly pay on an equal basis all fees and expenses of the selected arbitrator.

SECTION 35 SUCCESSORS

This Cooperative Plan shall benefit and be binding upon the successors of Town, including any portion which may hereinafter be incorporated, and City.

SECTION 36 IMPLEMENTATION

Town and City shall each take such actions as may be necessary or desirable to implement and effectuate the provisions and intent of this Cooperative Plan.

SECTION 37 REFERENCES

Any references in this Cooperative Plan to any particular agency, organization or official shall be interpreted as applying to any successor agency, organization or official or to any other agency, organization or official to which contemplated functions are transferred by statute or ordinance. Any references in this

Cooperative Plan to any particular statute or ordinance shall be interpreted as applying to such statute or ordinance as recreated or amended from time to time.

SECTION 38 PARAGRAPH TITLES

Paragraph titles in this Cooperative Plan are provided for convenience only and shall not be used in interpreting this Cooperative Plan.

SECTION 39 INTERPRETATION

This Cooperative Plan shall be interpreted as though jointly drafted by the parties.

SECTION 40 NOTICES

All notices required by or relating to this Cooperative Plan shall be in writing. Each notice shall specifically refer to this Cooperative Plan by name and shall refer specifically to the number of the paragraph(s) or subparagraph(s) to which the notice relates. Any such notice shall be delivered in person to the Clerk of the party receiving the notice or to the person apparently in charge of the Clerk's office during normal business hours, or shall be mailed to such Clerk by certified mail, return receipt requested (or equivalent private delivery service). Each notice to Town shall be addressed as follows: Town Clerk, Town of Bristol, 83rd Street and 198th Avenue, Bristol, Wisconsin 53104-0187. Each notice to City shall be addressed as follows: City Clerk, City of Kenosha, 625 - 52nd Street, Kenosha, Wisconsin 53140. Each party may change its address (or add addresses for facsimile, electronic mail or other communications media), for purposes of this Cooperative Plan, by written notice to the other party pursuant to this paragraph. Each notice shall be effective upon delivery in person, or mailing, or upon actual receipt without regard to the method of transmission, whichever occurs first.

IN WITNESS WHEREOF, the parties certify that this Cooperative Plan has been duly approved by their respective governing bodies in accordance with State and local laws, rules and regulations, and each party has caused their duly authorized officers to execute this Cooperative Plan on the dates written below their respective signatures.

THE CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipality

BY: _____
JOHN M. ANTARAMIAN, Mayor
Date: _____

BY: _____
JEAN A. MORGAN
City Clerk/Treasurer
Date: _____

STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2000, **JOHN M. ANTARAMIAN, Mayor**, and **JEAN A. MORGAN, City Clerk/Treasurer**, of the **CITY OF KENOSHA, WISCONSIN**, a Wisconsin municipality, to me known to be such Mayor and City Clerk/Treasurer of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the Cooperative Plan of said corporation, by its authority.

Notary Public, Kenosha County, WI.

My Commission expires/is: _____

TOWN OF BRISTOL, WI.,
A Wisconsin Municipality

BY: _____
SHIRLEY B. DAVIDSON,
Town Chairperson
Date: _____

BY: _____
AMY KLEMKO,
Town Clerk/Treasurer
Date: _____

STATE OF WISCONSIN)
:SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2000,
**SHIRLEY B. DAVIDSON, Town Chairperson, and AMY KLEMKO, Town Clerk/Treasurer, of the TOWN
OF BRISTOL, WISCONSIN,** a Wisconsin municipality, to me known to be such Administrator and Town
Clerk/Treasurer of said municipality, and acknowledged to me that they executed the foregoing instrument
as such officers as the Cooperative Plan of said municipality, by its authority.

Notary Public, Kenosha County, WI.
My Commission expires/is: _____

Drafted By:
JAMES W. CONWAY,
City Attorney

LIST OF ATTACHMENTS

ATTACHMENT "A"	ANALYSIS OF COMMENTS RECEIVED AT OR FOLLOWING PUBLIC HEARINGS HELD ON THE COOPERATIVE PLAN
ATTACHMENT "B"	BOUNDARIES OF THE PARTICIPATING MUNICIPALITIES: CITY OF KENOSHA AND THE TOWN OF BRISTOL
ATTACHMENT "C"	TERRITORY SUBJECT TO THE COOPERATIVE PLAN
ATTACHMENT "D"	LEGAL DESCRIPTION OF "CITY GROWTH AREA"
ATTACHMENT "E"	MAP OF "CITY GROWTH AREA"
ATTACHMENT "F"	CURRENT LAND USE AND PHYSIOGRAPHIC CONDITIONS OF THE "CITY GROWTH AREA" TERRITORY INCLUDED IN THE COOPERATIVE PLAN
ATTACHMENT "G-1"	1997 COOPERATIVE AGREEMENT FOR ORDERLY DEVELOPMENT BY AND BETWEEN CITY OF KENOSHA AND KENOSHA WATER UTILITY; AND TOWN OF BRISTOL, TOWN OF BRISTOL UTILITY DISTRICT NO. 3, TOWN OF BRISTOL WATER UTILITY DISTRICT ("1997 COOPERATIVE AGREEMENT")
ATTACHMENT "G-2"	1999 COOPERATIVE AGREEMENT FOR ESTABLISHING PERMANENT BOUNDARIES, ASSURING ORDERLY DEVELOPMENT, AND LIMITING EXTRATERRITORIAL ZONING, LAND DIVISION, CONDOMINIUM PLATTING, AND OFFICIAL MAPPING CONTROLS BETWEEN THE CITY OF KENOSHA AND THE TOWN OF BRISTOL
ATTACHMENT "G-3"	2000 AGREEMENT FOR PROVISION OF SEWER AND WATER SERVICES TO THE TOWN OF BRISTOL UNDER SECTION 66.30 OF THE WISCONSIN STATUTES
ATTACHMENT "H"	LEGAL DESCRIPTION OF INITIAL ATTACHMENT OF TERRITORY
ATTACHMENT "I"	MAP OF INITIAL ATTACHMENT OF TERRITORY
ATTACHMENT "J"	<i>[Attachment Omitted]</i>
ATTACHMENT "K"	<i>[Attachment Omitted]</i>
ATTACHMENT "L-1"	SUMMARY OF SIGNIFICANT HOUSING CONDITIONS & TRENDS, KENOSHA COUNTY, NOVEMBER 1998
ATTACHMENT "L-2"	1995 CONSOLIDATED PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME PROGRAMS, CITY OF KENOSHA, 1995
ATTACHMENT "L-3"	MASTER PLAN FOR THE "CITY GROWTH AREA", LIMITING URBAN SPRAWL, COOPERATIVE PLAN IMPLEMENTATION, CONSISTENCY WITH APPLICABLE LAWS AND ADMINISTRATIVE RULES
ATTACHMENT "M"	INITIAL AUTHORIZING RESOLUTIONS
ATTACHMENT "N"	AFFIDAVITS OF CITY AND TOWN CLERKS
ATTACHMENT "O"	RESOLUTIONS INDICATING ADOPTION AND AUTHORIZING TRANSMITTAL OF THE COOPERATIVE PLAN TO THE STATE
ATTACHMENT "P"	RECORD OF PUBLIC PARTICIPATION AND COMMENT

e:\xfclient\18416\0017\plan-12 May 11, 2000

ATTACHMENT "A"

**ANALYSIS OF COMMENTS RECEIVED AT OR FOLLOWING PUBLIC
HEARINGS HELD ON THE COOPERATIVE PLAN**

Attachment "A"
**ANALYSIS OF COMMENTS RECEIVED AT OR FOLLOWING PUBLIC HEARINGS
HELD ON THE COOPERATIVE PLAN**

Q. Will the City of Kenosha Airport Overlay Zoning Ordinance, as applicable to the City Growth Area, impede implementation of the Master Plan for the City Growth Area?

A. No. A number of the comments received at the April 18, 2000 joint public hearing related to the City of Kenosha Airport Overlay Zoning Ordinance, promulgated pursuant to Section 114.136, Wisconsin Statutes, and restrictions on land use in the Town of Bristol associated with that Airport Overlay Zoning. With one exception, all of the commentators held the position that the area within the jurisdiction of the City of Kenosha Airport Overlay Zoning Ordinance should be *decreased* in order that property owners may be permitted to build on their property without airport related restrictions. Only one commentator, Gary Thompson, submitted a position paper which expressed support for the existing Airport Overlay Zoning Ordinance and certain restrictions on residential land use and development.

The City of Kenosha retains authority over Airport Overlay Zoning associated with the City of Kenosha Airport independent of the Cooperative Plan. The City of Kenosha is considering revisions to the Airport Overlay Zoning Ordinance to permit implementation of the Master Plan for the City Growth Area, found in Attachment "L-3".

Q. Why does the adopted Master Plan for the City Growth Area consist of alternative land use and road patterns rather than a single land use and road pattern plan for the City Growth Area?

A. The alternative land use and road patterns contained within the Master Plan for the City Growth Area provide the City and Town with flexibility in developing the City Growth Area under a variety of market conditions and circumstances which cannot be predicted with certainty at the time of adoption of the Cooperative Plan. All alternatives provided in the Master Plan, however, are compatible with one another and with the residential and recreational uses anticipated for the City Growth Area.

Q. Will development anticipated in the City Growth Area impact traffic in the region?

A. Increased automobile traffic is an inevitable consequence of development. The Southeastern Wisconsin Regional Planning Commission (SEWRPC) anticipates changes in and makes recommendations for accommodating traffic and transportation resulting from development in the IH 94 South Freeway Corridor in Community Assistance Planning Report No. 200, *A Land Use and Transportation System Development Plan for the IH 94 South Freeway Corridor*. The IH 94 South Freeway Corridor includes the City Growth Area. If development in the corridor substantially exceeds that envisioned in the recommended plan for the corridor, the City of Kenosha will consider expanding North-South arterial and collector facilities to accommodate that development.

Q. Will the Cooperative Plan result in inter-basin transfers of Lake Michigan Waters in conflict with the recommendations of the International Joint Commission's (IJC) Final Report on Protection of the Waters of the Great Lakes issued on February 22, 2000?

A. No. The IJC Report on Protection of the Waters of the Great Lakes provides guidelines for the protection, conservation, and diversion, sale, or export of water from the Great Lakes. These guidelines include a recommendation that there be no net loss of water from the area where the waters are taken. Under the 1997 Cooperative Agreement, any waters taken from the Lake Michigan Basin will be returned to the basin as a function of sewer services provided by the Kenosha Water Utility.

Q. Will the Cooperative Plan change School District Boundaries established for the Central High School, Bristol Consolidated, and/or Paris Grade School Districts?

A. No.

Q. Will the Cooperative Plan and the development proposed for the City Growth Area result in changes in school taxes in the Central High School, Bristol Consolidated, and/or Paris Grade School Districts?

A. No. Changes in school taxes will not occur as a result of the Cooperative Plan. As with any change in school district populations, any changes in taxes associated with public school services will be imposed by the provider of public school services.

Q. Will there be any loss of federal airport improvement funds for remediation as a result of the Cooperative Plan?

A. Implementation of the Cooperative Plan is not anticipated to result in any loss of federal airport improvement funds.

Q. Will the Kenosha County Planning Agency be involved in amendments to sewer service or storm water management and control in the City Growth Area?

The Kenosha County Planning Agency will be notified of and consulted on amendments to sewer service consistent with past practice, any applicable statutes and regulations, and in the manner provided under the Southeastern Wisconsin Regional Planning Commission sewer service area planning process. Similarly, in developing plans for storm water management and control in the City Growth Area, the Kenosha County Planning Agency will be notified and consulted consistent with past practice, any applicable statutes and regulations, and in the manner provided under the Southeastern Wisconsin Regional Planning Commission areawide water quality management planning process.

Q. Will development approvals for the City Growth Area consider the impact on the Des Plaines River watershed?

A. Section 14 of the Cooperative Plan, *Storm Water Management and Control*, and Section 23 of the Cooperative Plan, *Drainage District Within the City Growth Area and Town Service Area*, provide that Town and City agree to jointly plan to address the issue of storm

water management and flooding in the City Growth Area and Town Service Area as a result of development in the City Growth Area and Town Service Area.

Q. Will the Cooperative Plan result in a duplication of permits or ordinances applicable to property owners in the City Growth Area prior to attachment to City?

A. No. Only City Zoning, Airport Overlay, Land Division and Platting Ordinances will apply to the City Growth Area prior to attachment to City. County and Town Zoning, Land Division and Platting Ordinances will no longer apply, except as noted. County Ordinances which may be enforced in the City will be enforced prior to and after attachment. City will administer such County Ordinances, where authorized by law. Chapters 9, 15, 16, 20, 28, 33 and 35 of the City Ordinances will be adopted by the Town and enforced by the City, under contract, as Town Ordinances.

Q. Will property owners in the City Growth Area be unconstitutionally denied representation in local government?

A. No. Town residents will remain Town residents until attached to the City. The only City laws which will apply in the Town are Zoning, Land Division and Platting Ordinances. The application of these laws are similar to Extraterritorial Zoning Ordinances, Airport Overlay Ordinances and the extraterritorial application of Land Division Ordinances which have been upheld by Wisconsin courts.

Q. How were the boundaries set forth in the Cooperative Plan determined?

A. The City and Town selected the boundary set forth in the Cooperative Plan as required under the guidelines of Section 66.023, Stats., for the general purpose of:

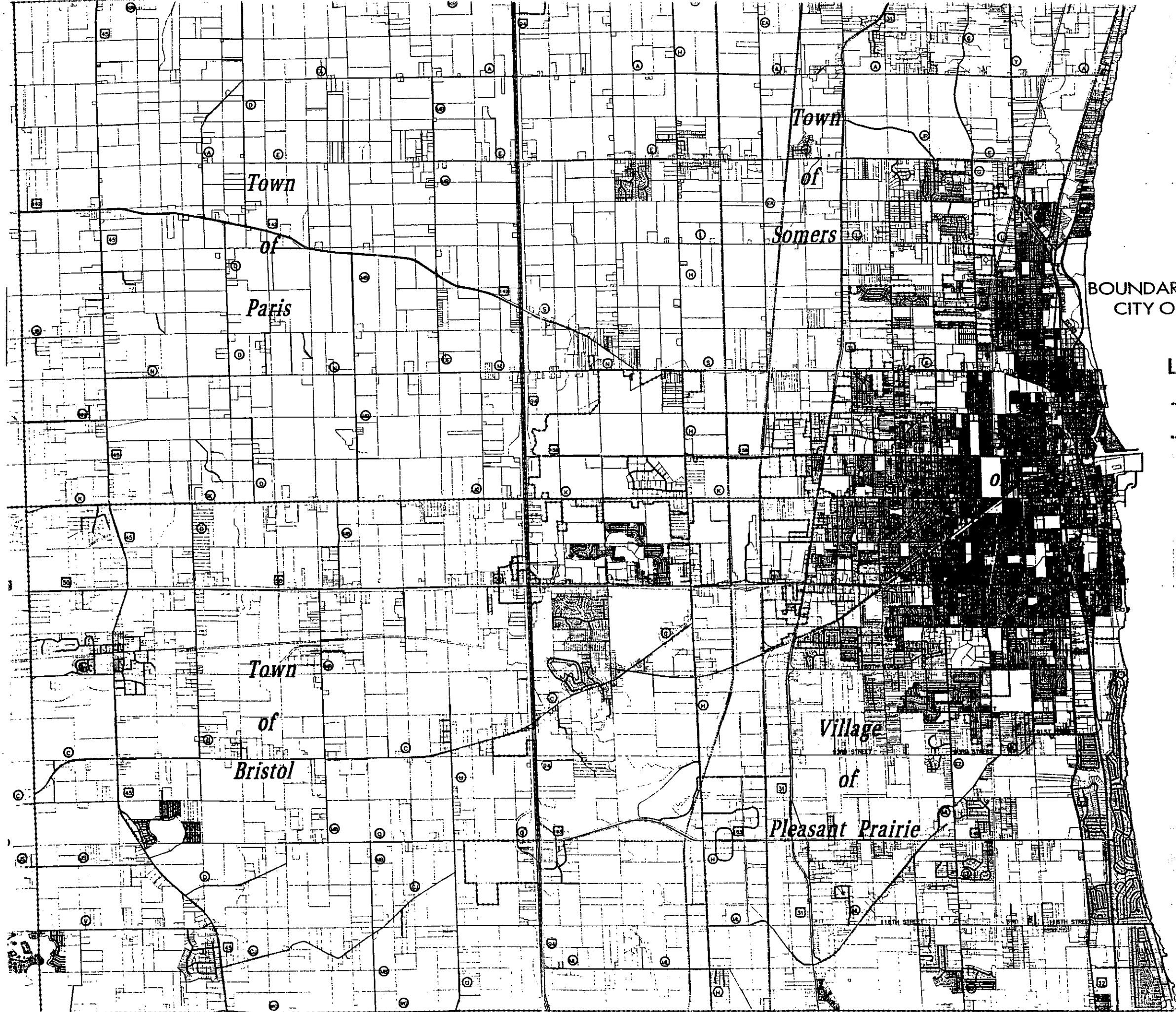
“guiding and accomplishing a coordinated, adjusted and harmonious development of territory covered by the plan which will, in accordance with existing and future needs, best promote public health, safety, morals, order, convenience, prosperity or the general welfare, as well as efficiency and economy in the process of development.” Wis. Stat. § 66.023(3)(b) (1997-1998).

The boundary established between the Town and City and for the City Growth Area logically follows from the location of major highways and interstates in the region, including I-94 and Hwy 50, Hwy K, and Hwy MB. The City and Town employ major highways as guidelines for locating the boundary consistent with the corridors approach to extending urban growth areas. The Town and City elected not to use Center Creek as the boundary of the City Growth Area because the Town and City recognize that the management and protection of navigable waterways, as required by the State Navigable Waters Protection Law, sec 281.31, Stats., and by shoreland and floodplain zoning laws such as sections 59.692 and 62.231, Stats., is best achieved when the waterway and riparian lands fall to the greatest extent possible under the same jurisdiction.

The City and Town made a conscious decision to include the waterway, and at least 300 feet of surrounding shorelands, in the boundary of the City Growth Area to minimize

downstream flooding and adverse impacts on water quality which could result from variations in watershed management were the boundary to have been placed at the mid-point of the waterway.

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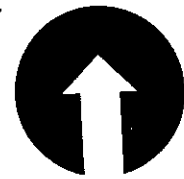


ATTACHMENT "B"

BOUNDARIES OF THE PARTICIPATING MUNICIPALITIES:
CITY OF KENOSHA AND THE TOWN OF BRISTOL

LEGEND

- PARCEL BOUNDARIES: 1997
- - - - - JURISDICTIONAL BOUNDARIES
OCTOBER 1998
- Scale: 1" = 6,000'

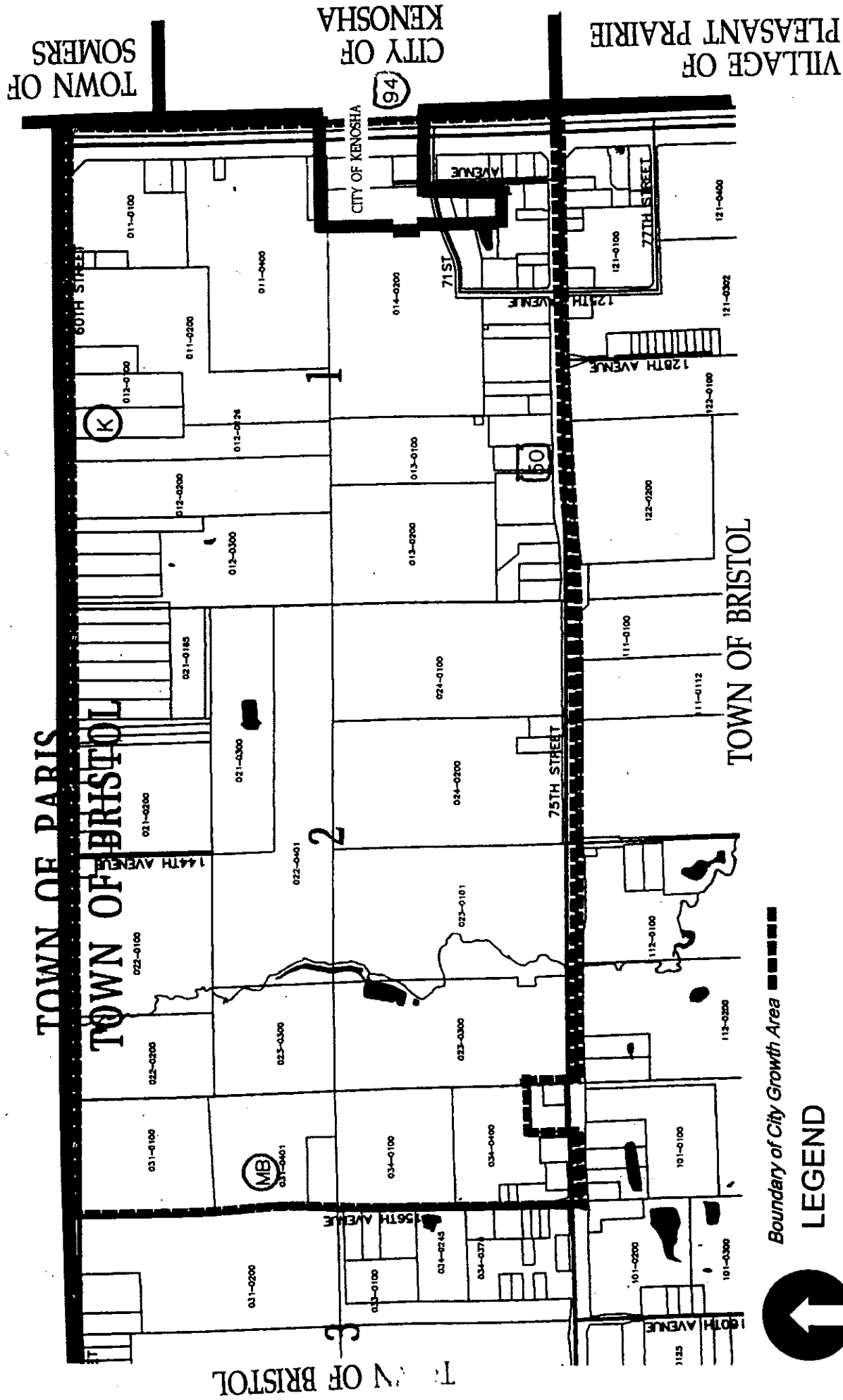


NORTH

Source: Kenosha County Office of Planning and
Development, City of Kenosha, and Meehan &
Company, Inc.

ATTACHMENT "C"

TERRITORY SUBJECT TO THE COOPERATIVE PLAN



Source: Kenosha County Office of Planning and Development, City of Kenosha, and Meehan & Company, Inc.

ATTACHMENT "D"

LEGAL DESCRIPTION OF "CITY GROWTH AREA"

Parts of Sections 1, 2, 3, 10, 11, 12, T1N, R21E, Town of Bristol, Kenosha County, Wisconsin described as:

Commencing at the NW corner of said Section 1;

Thence westerly along the north line of said Sections 1, 2 and 3 to the westerly right-of-way line of CTH MB;

Thence southerly along said westerly right-of-way to the northerly right-of-way of STH 50;

Thence southerly across said right-of-way to the southerly right-of-way line of STH 50;

Thence easterly along the said southerly right-of-way to the east line of said Section 12;

Thence northerly along said east line and the east line of said Section 1 to the NW corner of said Section 1.

Excluding part of the SE 1/4 of said Section 3, and being more particularly described as:
Commencing on the South line of said 1/4 section at a point 231 feet S 88 21'44" W from the SE corner of said 1/4 section, the point of beginning;

Thence S 88 21'44" W along the South line of said 1/4 section 296.705 feet and to a point that is 786.5 feet N 88 21'44" E from the SW corner of the SE 1/4 of said SE 1/4;

Thence N 2 16'12" W parallel to the West line of the SE 1/4 of said SE 1/4, 432.83 feet;

Thence N 88 21'44" E parallel to the South line of said 1/4 section 526.42 feet and to the East line of said 1/4 section;

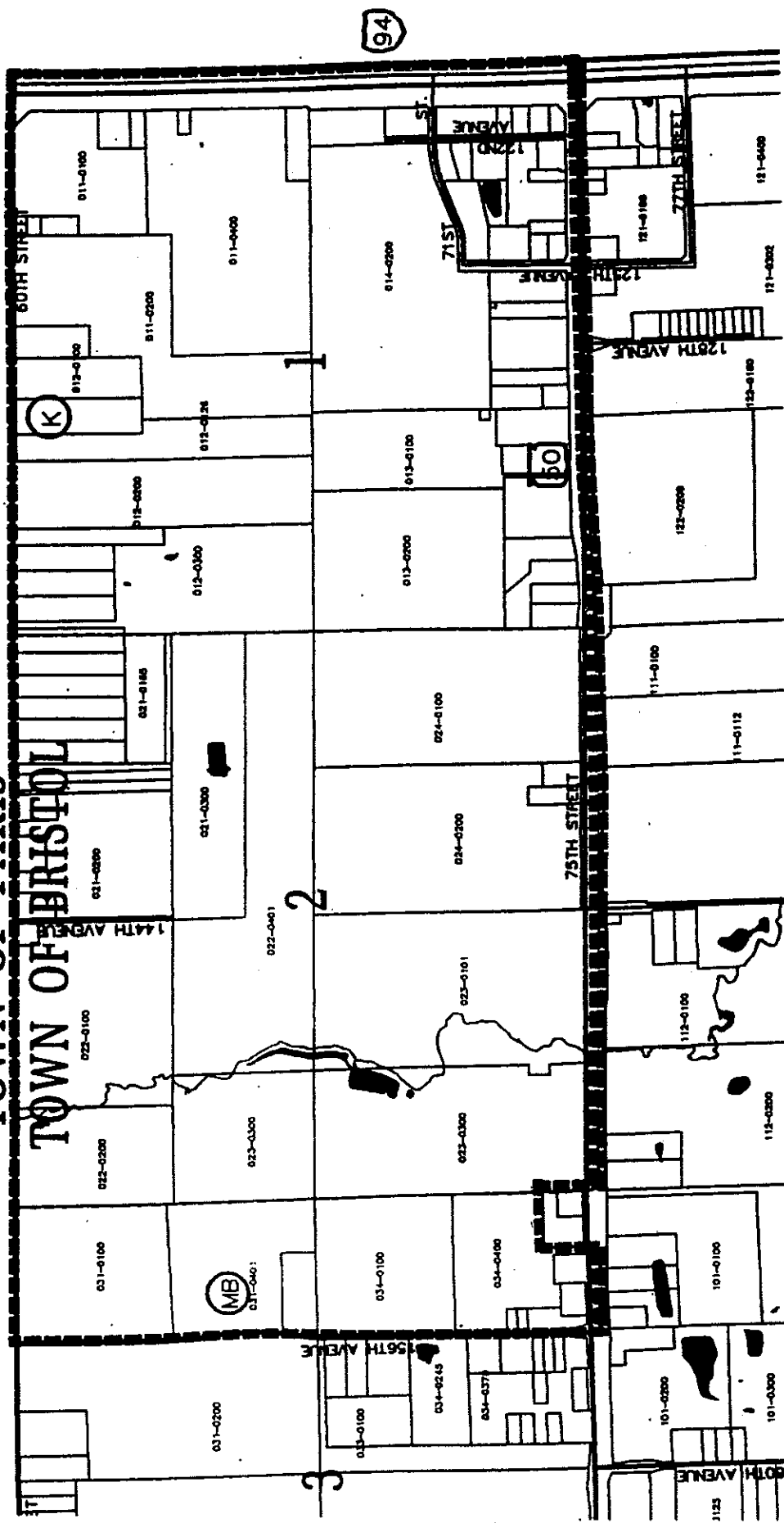
Thence S 2 26'26"E along said East line 150 feet and to a point that is 282.85 feet N 2 26'26"W from the SE corner of said 1/4 section;

Thence S 88 21'44" W parallel to the South line of said 1/4 section 231 feet;

Thence S 2 26'26" E parallel to the East line of said 1/4 Section 282.85 feet to the point of beginning.

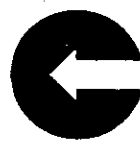
TOWN OF PARIS

TOWN OF BRISTOL



Boundary of City Growth Area

PARCEL BOUNDARIES: 1997



NORTH

Scale: 1"=1,500'

Source: Kenosha County Office of Planning and Development and Meehan & Company, Inc

ATTACHMENT "E"

MAP OF "CITY GROWTH AREA"

ATTACHMENT "F"

CURRENT LAND USE AND PHYSIOGRAPHIC CONDITIONS
OF THE "CITY GROWTH AREA" TERRITORY
INCLUDED IN THE COOPERATIVE PLAN

EXISTING POLITICAL BOUNDARIES

The City of Kenosha and the Town of Bristol are the two municipalities participating in this Cooperative Plan. The political boundaries of each are graphically indicated on Map F-1.

All of the unincorporated area of the Town of Bristol, excluding the Village Growth Area and Village Supervised Drainage Area of the Village of Pleasant Prairie, is subject to the terms of this Cooperative Plan.

The part of the Town which is designated as the City Growth Area is that area located west of IH-94, south of CTH K, north of STH 50, and east of CTH MB but excluding the North Bristol Cemetery therefrom. This area more generally encompasses all of U.S. Public Land Survey Sections 1, 2, and a part of the east of Section 3, Township 1 North, Range 21 East and occupies approximately 1,435 +/- acres (see Map F-2).

JUSTIFICATION FOR CITY GROWTH AREA SIZE

The acreage included in the City Growth Area is not in excess of what reasonably can be expected to develop within the Cooperative Plan term. As stated in the "Term of the Cooperative Plan" section of this Agreement, the "plan term" is indefinite and permanent. Given the existing development which has already occurred in the Town adjacent to the west side of IH-94, recent development activity on the east side of IH-94 in both the City and the Village of Pleasant Prairie, and the various population, employment, and land area need projections, it can be expected that undeveloped portions of the City Growth Area reasonably can be expected to develop during the Plan Term.

The primary rationale and technical justification for the size of the City Growth Area is:

- The dominant existing man-made highways which border the City Growth Area--IH-94, STH 50, CTH K, and CTH MB--already create logical boundaries for the City Growth Area. The boundaries of the City Growth Area are indicated on Map F-3.

IH-94 is an existing north-south freeway on the east edge of the City Growth Area; CTH-K (60th Street) is an existing east-west County arterial on the north edge of both the City Growth Area; CTH-MB (156th Avenue) is an existing north-south County arterial on the west edge of the City Growth Area; and STH-50 (75th Street) is an existing east-west major State arterial highway on the south edge of the City Growth Area.

- The City Growth Area is located entirely within the Des Plaines River watershed.

AFFECTED TERRITORY AND NEIGHBORING JURISDICTIONS

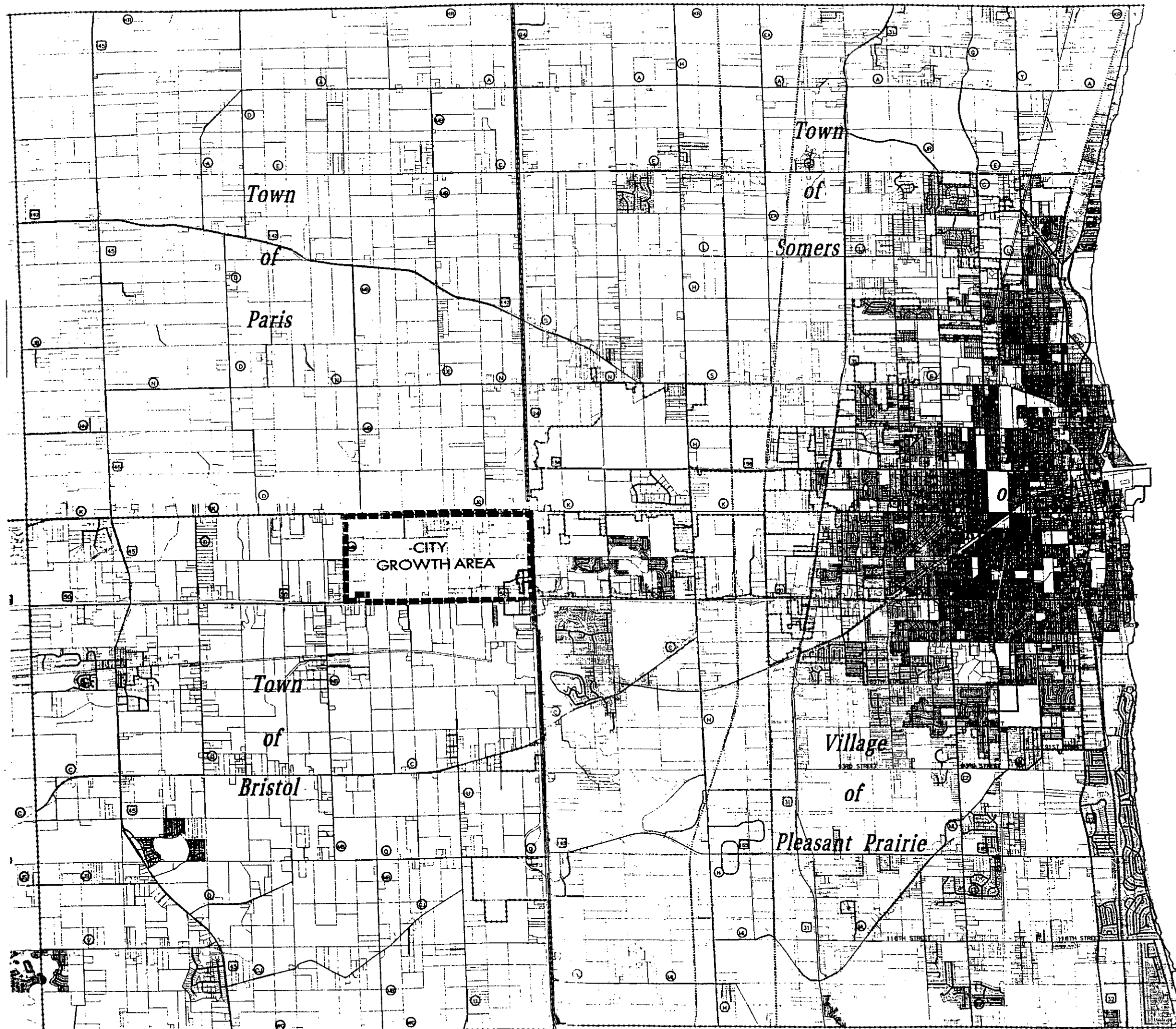
LEGEND

-  PARCEL BOUNDARIES: 1997
-  JURISDICTIONAL BOUNDARIES
OCTOBER 1998
-  AREA AFFECTED BY THE
CITY OF KENOSHA/TOWN OF BRISTOL
COOPERATIVE PLAN
- AREA NOT AFFECTED BY THE
CITY OF KENOSHA/TOWN OF BRISTOL
COOPERATIVE PLAN

Scale: 1" = 6,000'



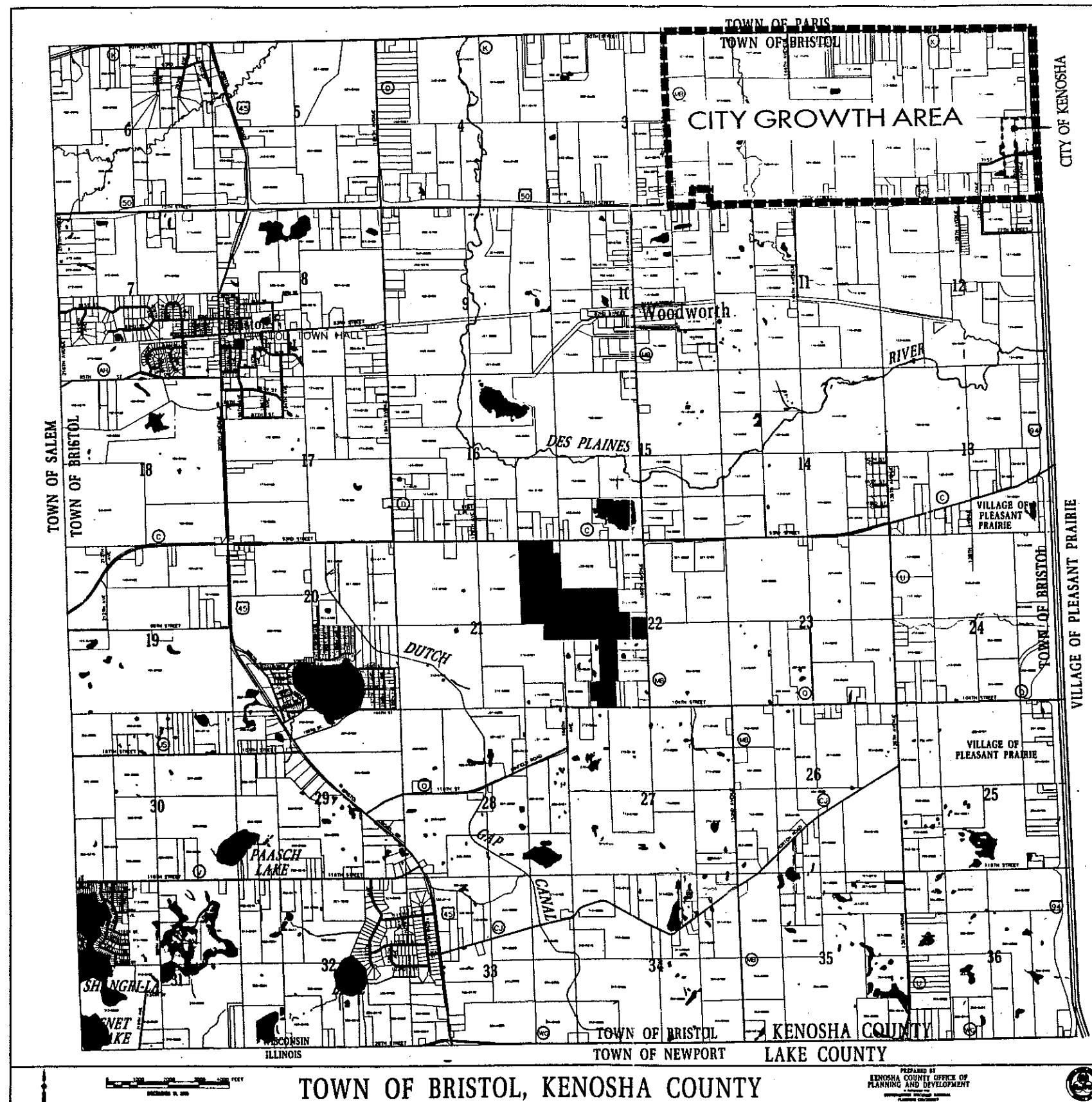
Source: Kenosha County Office of Planning and
Development, City of Kenosha, and Meehan &
Company, Inc



AFFECTED TERRITORY BOUNDARIES

LEGEND

- PARCEL BOUNDARIES: 1997
- JURISDICTIONAL BOUNDARIES
OCTOBER 1998
- AREA AFFECTED BY THE
CITY OF KENOSHA/TOWN OF BRISTOL
COOPERATIVE PLAN
- AREA NOT AFFECTED BY THE
CITY OF KENOSHA/TOWN OF BRISTOL
COOPERATIVE PLAN



NORTH

Scale: 1"=4,000'

Source: Kenosha County Office of Planning and
Development, City of Kenosha, and Meehan &
Company, Inc.

TOWN OF BRISTOL

CITY OF
KENOSHA

**TOWN OF
SOMERS**

VILLAGE OF
PLEASANT P

LEGEND



NORTH

PARCEL BOUNDARIES: 1997

Scale: 1"=1,500'

JURISDICTIONAL BOUNDARIES
OCTOBER 1998

Source: Kenosha County Office of Planning and Development, City of Kenosha, and Meehan & Company, Inc.

- The City Growth Area will be assured consistency of planning, development regulation, and the delivery of services. The existing overlapping jurisdictional regulations regarding the growth, development, and provision of services to City Growth Area would be greatly minimized. This would assure consistent and uniform planning practice, plan implementation, and service delivery in the City Growth Area and would assist in limiting urban sprawl.
- Based upon SEWRPC Community Assistance Planning Report No. 200, A Land Use and Transportation System Development Plan for the IH 94 South Freeway Corridor, Kenosha, Milwaukee, and Racine Counties, [December 1991, p. 173, Map 53], the amount of development which is forecast to occur in U.S. Public Land Survey Section 1 of the City Growth Area by the year 2010 is 201.62 acres. Urban growth in Section 1 of the Town has been steady since 1970. Based upon an examination of SEWRPC 1" = 400' aerial photos for both the years 1970 and 1990, urban development was determined to be at 50.96 acres in 1970 and at 134.24 acres in 1990.

The change between 1970 developed acres and 1990 developed acres was 83.28 acres, or an increase of over 163 percent. The SEWRPC forecast change between 1990 developed acres and the forecast 2010 developed acres is 67.38 acres, or an increase of over 50 percent. It is anticipated that this high rate of growth will continue to occur through the first half of the 21st Century.

- SEWRPC Planning Report No. 45, A Regional Land Use Plan for Southeastern Wisconsin: 2020 [1997, p. 65, Map 10], indicates a major commercial retail center at the IH-94/STH 50 interchange with surrounding urban uses (east of U.S. Public Land Survey Section 1). In addition, other portions of U.S. Public Land Survey Sections 1, 2, and 3 located within the City Growth Area are indicated on the 2010 Regional Plan as low density residential (along CTH K and at the intersection of CTH MB and STH 50), as well as agricultural and rural density residential land. The undeveloped land areas of the City Growth Area can serve as land reserves, or holding areas, to accommodate urban land use needs beyond the year 2020.
- Both the Ruekert & Mielke's A Coordinated Sanitary Sewer and Water Distribution Supply System Plan for the Greater Kenosha Area dated October 1991 (see Figure 8-1, p. 280, of the plan) and an amendment to SEWRPC's Regional Water Quality Management Plan--2010: Greater Kenosha Area dated March 6, 1996 indicate all of U.S. Public Land Survey Section 1 (the western 620 acres of the City Growth Area) to be served by sanitary sewer service by the year 2010. Year 2020 sanitary sewer service area delineations have not yet been accomplished since they would be based, in part, upon the recent year 2020 regional land use plan. Year 2020 sanitary sewer service may extend into the western portions of the City Growth Area.

Secondary rationale and technical justification for the size of the City Growth Area are:

- SEWRPC Technical Report No. 10, *The Economy of Southeastern Wisconsin (3rd Edition)*, [October 1995, p. 78, Table 57] indicates that in 1990 Kenosha County had a total of 50,900 jobs and that by the year 2020, the total number of jobs in Kenosha County may rise to as many as 74,900 jobs, representing an increase of 24,000 jobs over the 30-year period, or about 47.2 percent. The City Growth Area, as indicated on the adopted year 2020 Regional Land Use Plan, would be an area of Kenosha County where a significant amount of job growth would occur. Having an adequate supply of undeveloped land in the City Growth Area would assist in assuring such job growth will continue to occur.
- Based upon detailed market analyses, Gruen Gruen + Associates' *The Market for Retail, Office and Industrial Uses at the Bristol Site* study dated May 1997 of the area designated as the "City Growth Area" indicated that there would be a market-driven need for about 18 to 20 acres of land for retail uses and approximately 100 acres for office and industrial uses in a business park setting in the City Growth Area by the year 2010. This growth would logically expand in a westerly direction from IH-94.
- With the availability of sanitary sewer service from the City, as well as the synergism expected to occur based upon both existing and new development within the City Growth Area immediately adjacent to the IH-94 freeway, further development of the City Growth Area may be reasonably expected to continue at a fast pace in a westerly direction between now and the year 2020.

City Growth Area Boundaries Meet the Approval Criteria of Section 66.023(5)(c)4 and 5 of the Wisconsin Statutes

The City Growth Area boundaries meet the criteria of Section 66.023(5)(c)4 and 5 of the Wisconsin Statutes since:

- a. Any boundary maintained or any boundary change under the Cooperative Plan is reasonably compatible with the characteristics of the surrounding community, taking into consideration present and potential transportation, sewer, water and storm drainage facilities and other infrastructure, fiscal capacity, previous political boundaries, boundaries of school districts, and shopping and social customs.
- b. The shape of any boundary maintained or any boundary change under the Cooperative Plan is not the result of arbitrariness and reflects due consideration for compactness of area when considering the term of the Cooperative Plan, the quantity of land affected by the boundary maintenance or boundary change, and compatibility of the proposed boundary maintenance or boundary change with natural terrain including general topography, major watersheds, soil conditions, and streams.

The natural characteristics of the territory designated as the "City Growth Area" were taken into account in determining City Growth Area boundaries.

EXISTING CHARACTER OF THE "CITY GROWTH AREA" TERRITORY

This section describes the existing character of the "City Growth Area" territory.

Existing Land Use Within the City Growth Area

The approximate 1,435 +/- acre (2.24 square mile) City Growth Area is located, sized, and shaped to accommodate orderly urban growth and development extending from the City's west side. Map F-4 indicates the 1998 existing land uses in the City Growth Area. In 1998, existing land uses consisted of a mixture of single-family residential development (located along each of the abutting arterial streets and highways), institutional uses (including a church and the Marquette University-Kenosha Center), commercial sales and service uses (located along IH-94 and STH 50, including restaurants, motels, and other auto-oriented land uses), limited manufacturing and warehousing uses, and agricultural, open, and undeveloped lands.

Existing Housing

Based upon a 1998 land use inventory of existing dwelling units, there are only 39 single-family dwelling units in the City Growth Area and no two-family or multiple-family dwelling units. These dwellings are scattered on the fringes of the City Boundary Area, taking their frontages and primary vehicular access off of the abutting arterial street and highways.

Existing Population

Based upon a 1998 land use inventory of existing dwelling units in the City Growth Area (39 units) and the 1990 U.S. Bureau of the Census persons per household for the Town of 2.85 persons, it is projected that only approximately 111 persons reside within the City Growth Area.

Shopping and Social Customs

Due to the City Growth Area's contiguity with the City and the various retail sales and service establishments located within the City, the residents of the area are primarily served by the commercial developments in the City for the purchase of daily goods and services--some of which are located at the northeast corner of the intersection of STH 50 and IH-94. In addition, some limited goods and services are provided within the City Growth Area as well as from the existing commercial development located on the south side of STH 50 in the Town. Future commercial development within the City Growth Area will also service the resident population of the City Growth Area.

Transportation Network

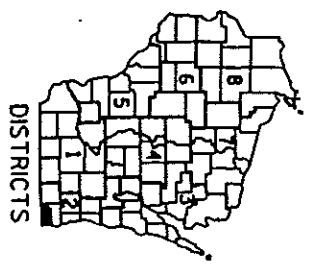
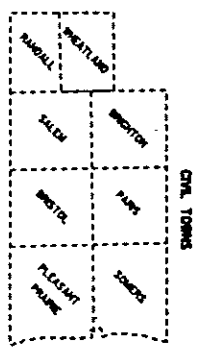
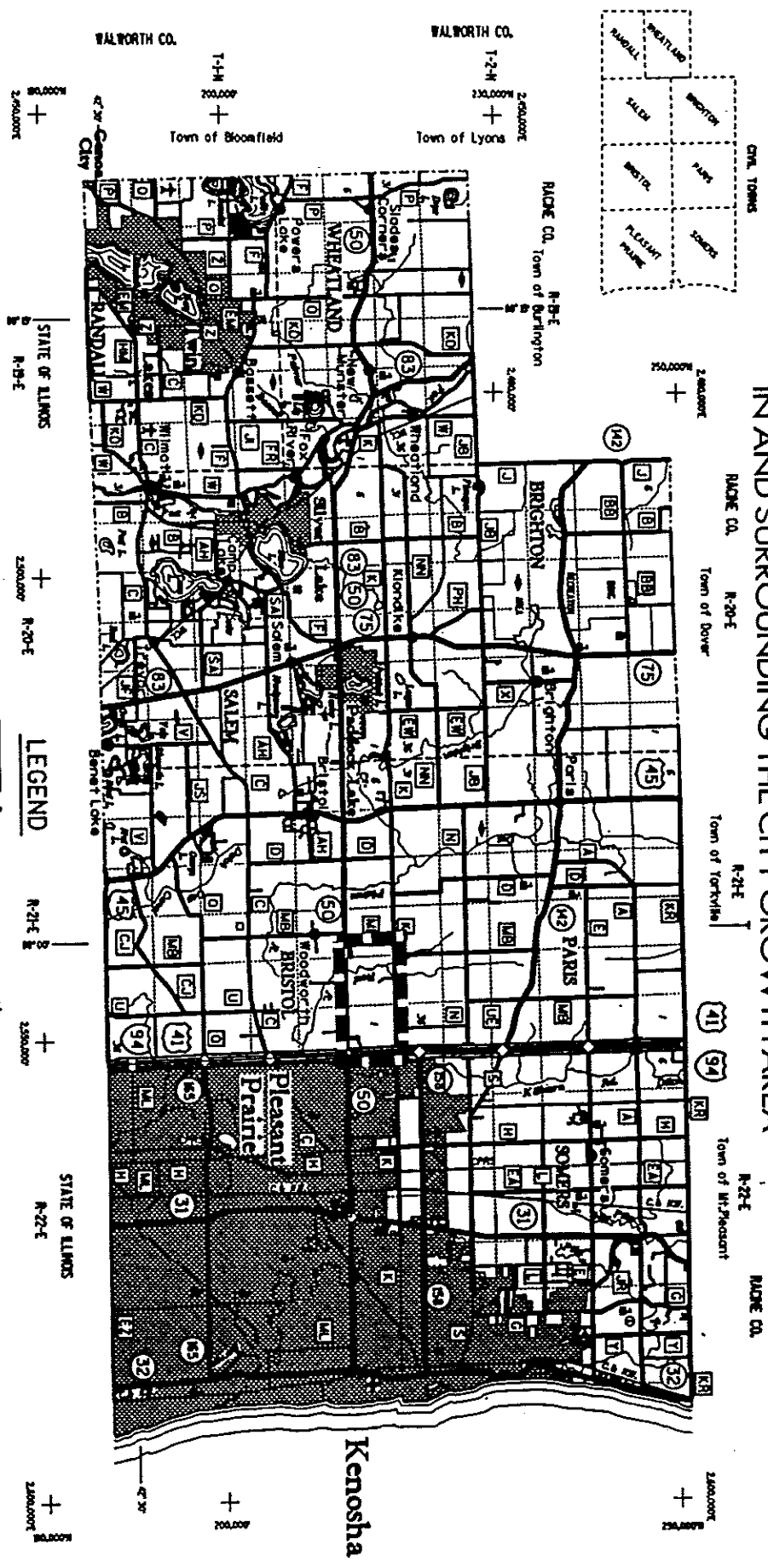
The transportation network is indicated on Maps F-5 and Map F-6 and includes the following streets and highways:

- IH-94: north-south freeway on the east edge of the City Growth Area



Map F-5

EXISTING TRANSPORTATION SYSTEM IN AND SURROUNDING THE CITY GROWTH AREA



LEGEND

STATE	181
COUNTY	182
LOCAL ROAD	183
OTHER ROAD	184
TOTAL POP. COUNTY	185

LEGEND

Freeway	186
U.S. or State Hwy.	187
County Trunk Hwy.	188
Town Road	189
Firelane	190
Interchange	191
Highway Separation	192
Interstate Highway No.	193
U.S. Highway No.	194
State Highway No.	195
County Highway Letter	196
Refined	197
State Boundary	198
County Boundary	199
Civil Town Boundary	200
Section Line	201
Corporate Limits	202
Water & Sewer Extension	203

BOUNDARY OF CITY GROWTH AREA

NORTH

TOWNSHIP NUMBERING

6	5	4	3	2	1
7	8	9	10	11	12
13	14	15	16	17	18
19	20	21	22	23	24
25	26	27	28	29	30
31	32	33	34	35	36

KENOSHA CO.

DEPARTMENT OF TRANSPORTATION
STATE OFFICE BUILDING
JAN. 1961

Scale 1 inch = 1 mile
JAN. 1961

Source: Wisconsin Department of Transportation

TOWN OF PARIS

TOWN OF BRISTOL



Boundary of City Growth Area

NORTH

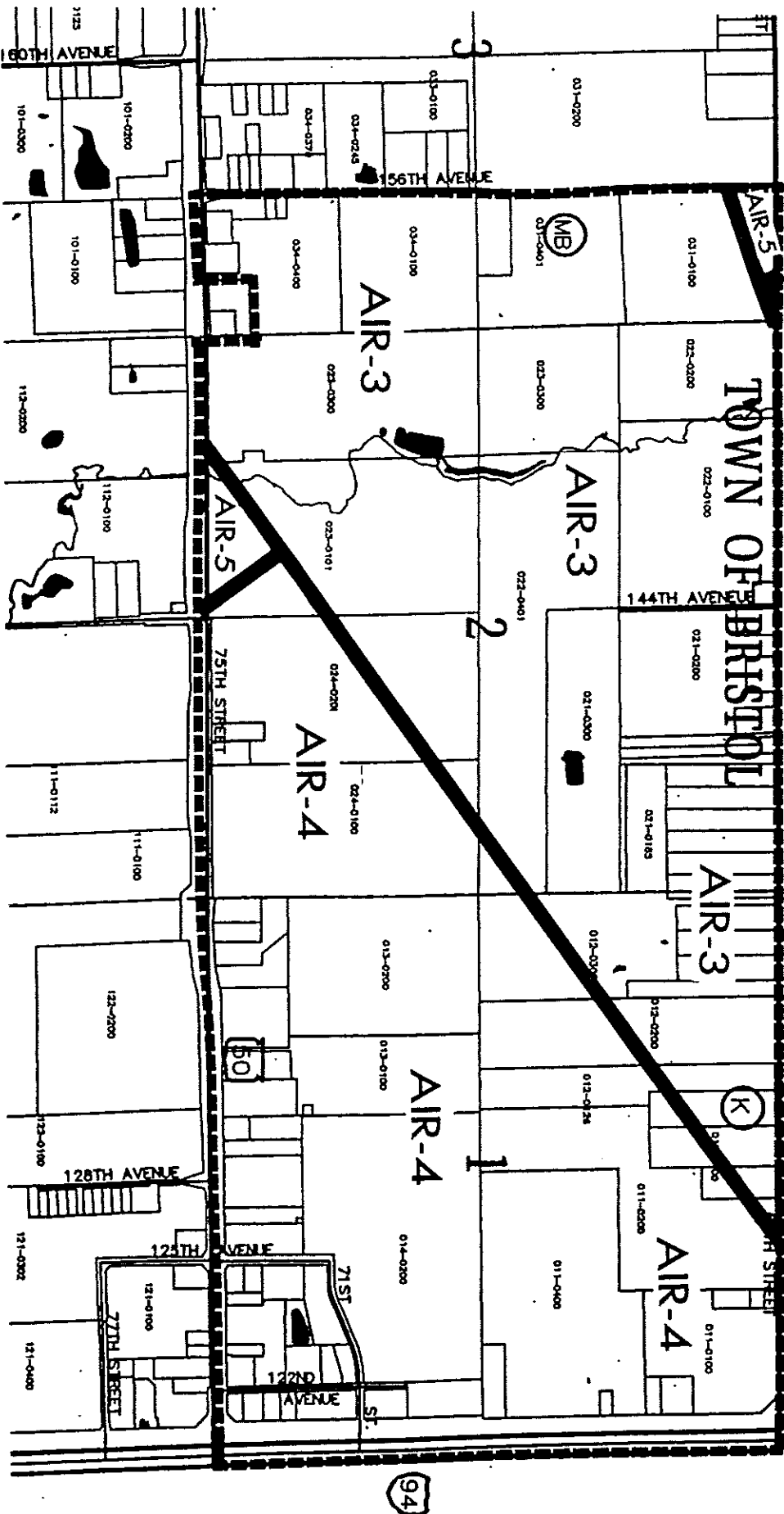
Scale: 1"=1,500'

Map F-8a

EXISTING 1998 CITY OF KENOSHA AIRPORT-RELATED ZONING IN THE CITY GROWTH AREA

TOWN OF PARIS

TOWN OF BRISTOL



NORTH

Scale: 1"=1,500'

Boundary of City Growth Area

LEGEND

AIRPORT OVERLAY ZONING
DISTRICT BOUNDARIES

AIR-3 APPROACH ZONE DISTRICT
AIR-4 OVERFLIGHT ZONE DISTRICT
AIR-5 HEIGHT ZONE DISTRICT

TOWN OF PARIS

TOWN OF BRISTOL



Boundary of City Growth Area ■■■■■■

LEGEND

HEIGHT LIMITATION BOUNDARIES

Scale: 1"=1,500'

850

HEIGHT LIMITATIONS SHOWN
REPRESENT ELEVATIONS PERMISSIBLE
ABOVE MEAN SEA LEVEL IN FEET

Existing Service Areas

Public services within the City Growth Area are currently provided as follows:

- Police Service: The Kenosha County Sheriff's Department currently provides police service to the City Growth Area.
- Fire/Emergency Service: The Town currently provides paid on-call volunteer firefighting and emergency services to the City Growth Area. Emergency services are provided by EMT-Intermediate and Auto Defibrillation level of training. The Town participates in the Mutual Aid Box Alarm System Agreement (MABAS) with other municipalities in both Kenosha County and Lake County (Illinois).
- Sanitary Sewer Service: Sanitary sewer is currently provided to a portion of the City Growth Area by the City Water Utility through an agreement with the Town of Bristol.
- Public Water Service: Public water service is currently provided by the Town through the use of municipal wells. Extension of the City water supply system into the City Growth Area is currently limited because of the City's policy which requires annexation or attachment before providing water service.
- Stormwater Drainage: Stormwater drainage in the City Growth Area is currently handled by both overland flow through ditches as well as piped flow in some areas. The Town has recently had Strand Associates, Inc. prepare a Stormwater Management Study: Town of Bristol dated July 1997 which addresses the 300+/- acre land owned by the Town located within the City Growth Area. The report analyzes drainage conditions within the 300-acre area assessing the adequacy of existing stormwater facilities and evaluates future needs.
- Parks/Recreational Services: The City Growth Area is currently served by both Town public parks and Kenosha County public parks. No such park facilities are located in the City Growth Area. The Bong State Recreation Area is located about 10 miles northwest of the City Growth Area also serves the City Growth Area.
- Educational Services: Public elementary school service (K-8) is provided by the Bristol #1 School District for the south of the City Growth Area and is provided by the Paris J1 School District for the north of the City Growth Area. Public high school service (9-12) is provided by the Central/Westosha Union High School District. The Marquette University-Kenosha Center is located within the City Growth Area. The City Growth Area is located near the University of Wisconsin-Parkside in the neighboring Town of Somers, Gateway Technical Institute in the City, and Carthage College (private), in the City.
- Public Library Services: The City Growth Area is serviced by the Kenosha County Library System.
- Other Services: Major employment centers within about 10 minutes of the City Growth Area include the various employment opportunities

offered by the business and industry located in the City, Lakeview Corporate Park in the Village of Pleasant Prairie, and the various retail commercial establishments located along IH-94 in the Town, City, and Village of Pleasant Prairie.

Topography

Map F-9 indicates the general topographic features of the City Growth Area based upon the United States Geological Survey (USGS) "Pleasant Prairie" 7.5 minute quadrangle map. In general, the topography of the City Growth Area is gently rolling reaching its highest elevation of about 750 feet (above mean sea level) in the western portion of the City Growth Area to a low of about 727 feet in the eastern part of the City Growth Area with some lower elevations along Center Creek. The entire City Growth Area is located within the Des Plaines River Watershed.

Groundwater

Based upon a review of the preliminary draft of Chapter 3 of SEWRPC's Planning Report No. 44 *A Comprehensive Plan for the Des Plaines River Watershed* dated 3/6/95 (Map 3-15C), there are no known locations of springs or groundwater discharge sites within the City Growth Area. There are three major aquifers underlying the City Growth Area. These are, in order from land surface downward:

1. The sand and gravel deposits in the glacial drift.
2. The shallow dolomite strata in the underlying bedrock.
3. The Cambrian and Ordovician strata composed of sandstone, dolomite, and shale.

The first two aquifers are called the "shallow aquifers" and the latter the "deep aquifer."

Currently, the City Growth Area is served exclusively by groundwater.

Soils

The two major soils associations found in the City Growth Area are the Varna-Elliott-Ashkum Association (located primarily in the east 1/4 of U.S. Public Land Survey Section 3, east one-half of Section 2, and all of Section 1) and the Hebron-Montgomery-Aztalan Association (located primarily along Center Creek).

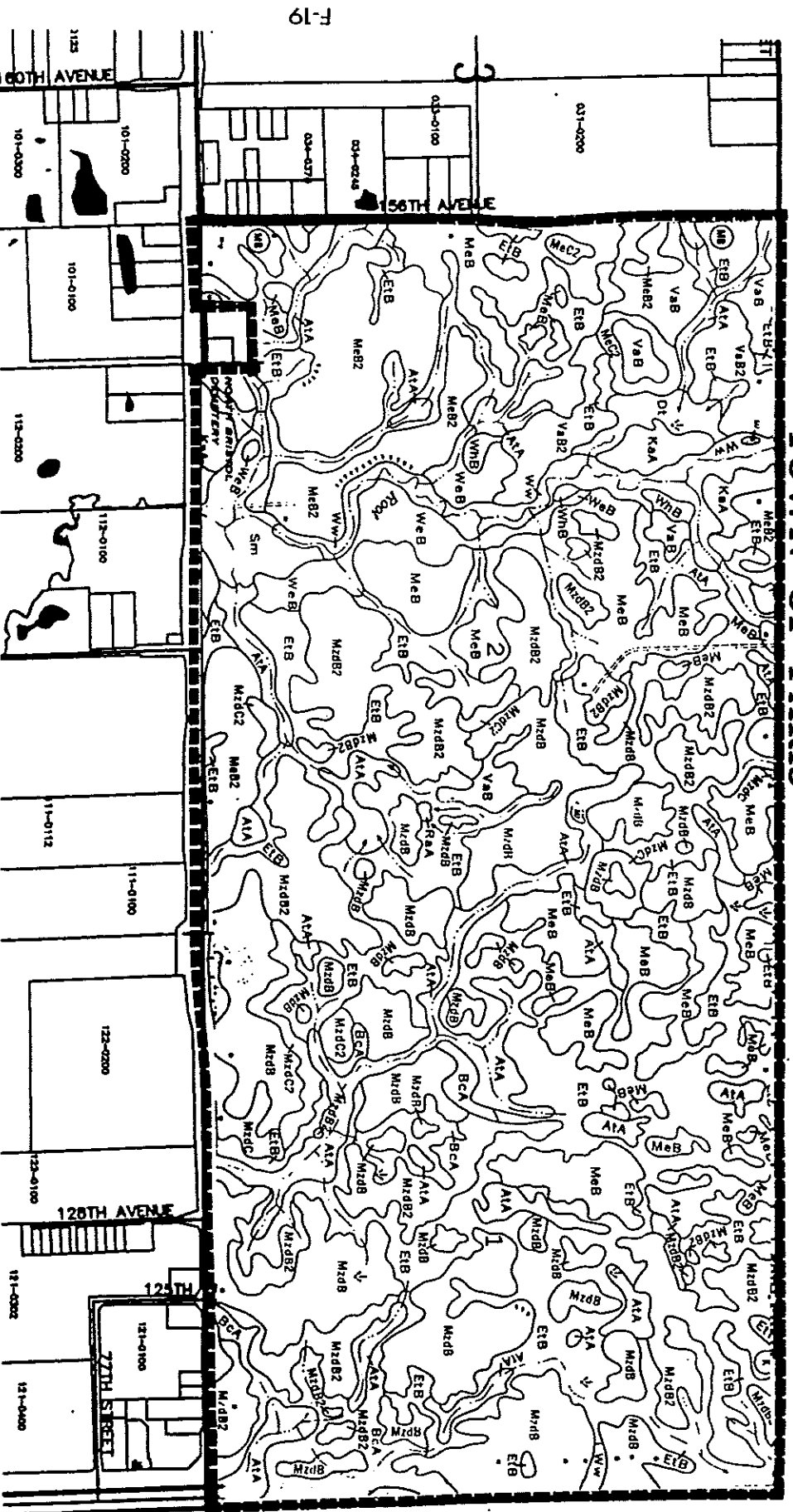
The Varna-Elliott-Ashkum Association, in general, exhibits well-drained to poorly drained soils that have a silty clay loam to clay subsoil. These soils are formed in thin loess and underlying clay loam or silty clay loam glacial till on ridges and knobs.

The Hebron-Montgomery-Aztalan Association is characterized by well-drained to poorly drained soils that have a loam to silty clay subsoil. It is underlain by clayey to loamy lacustrine and outwash materials on hills, knobs, and lake plains.

Map F-10 indicates all of the specific soils types, names, and slope characteristics for the City Growth Area. The information set forth in Map F-10 is derived from the U.S. Dept. of Agriculture's *Soil Survey: Kenosha and Racine Counties, Wisconsin* dated December 1970.

SOILS OF THE CITY GROWTH AREA

TOWN OF PARIS



LEGEND

Boundary of City Growth Area

NORTH

Scale: 1"=1,500'



BOUNDARY OF SOIL TYPE

MeB

SOIL TYPE SYMBOL

SOILS OF THE CITY GROWTH AREA (continued)

Legend of Soil Symbols/Names

SYMBOL	NAME	SYMBOL	NAME
Ac	Adrian muck	MwD2	Miami loam, 12 to 20 percent slopes, eroded
Am	Alluvial land	MxB	Miami loam, sandy loam substratum, 2 to 6 percent slopes
AtA	Ashkum silty clay loam, 0 to 3 percent slopes	MxC2	Miami loam, sandy loam substratum, 6 to 12 percent slopes, eroded
AuA	Axtalan sandy loam, 1 to 3 percent slopes	MxD2	Miami loam; sandy loam substratum, 12 to 20 percent slopes, eroded
AzA	Axtalan loam, 0 to 2 percent slopes	MyB	Miami silt loam, 2 to 6 percent slopes
AzB	Axtalan loam, 2 to 6 percent slopes	MyC2	Miami silt loam, 6 to 12 percent slopes, eroded
BcA	Beecher silt loam, 1 to 3 percent slopes	Mzc	Montgomery silty clay
BIA	Blount silt loam, 1 to 3 percent slopes	MzdB	Morley silt loam, 2 to 6 percent slopes
BmB	Boyer loamy sand, 1 to 6 percent slopes	MzdB2	Morley silt loam, 2 to 6 percent slopes, eroded
BmC2	Boyer loamy sand, 6 to 12 percent slopes, eroded	MzDC	Morley silt loam, 6 to 12 percent slopes
BnB	Boyer sandy loam, 2 to 6 percent slopes	MzDC2	Morley silt loam, 6 to 12 percent slopes, eroded
CcB	Casco sandy loam, 2 to 6 percent slopes	MzDD	Morley silt loam, 12 to 20 percent slopes
CcC2	Casco sandy loam, 6 to 12 percent slopes, eroded	MzDD2	Morley silt loam, 12 to 20 percent slopes, eroded
CaB	Casco loam, 2 to 6 percent slopes	MzDE	Morley silt loam, 20 to 30 percent slopes
CaB2	Casco loam, 2 to 6 percent slopes, eroded	MzeC3	Morley soils, 6 to 12 percent slopes, severely eroded
CaC2	Casco loam, 6 to 12 percent slopes, eroded	MzeD3	Morley soils, 12 to 20 percent slopes, severely eroded
CaD2	Casco loam, 12 to 20 percent slopes, eroded	MzfA	Mundein silt loam, 1 to 3 percent slopes
CoC	Casco-Miami loams, 6 to 12 percent slopes	Mzg	Muskego muck
CoD	Casco-Miami loams, 12 to 20 percent slopes	Mzk	Mussey loam
CrC	Casco-Rodman complex, 6 to 12 percent slopes		
CrD2	Casco-Rodman complex, 12 to 20 percent slopes, eroded	Na	Navan silt loam
CrE	Casco-Rodman complex, 20 to 35 percent slopes		
Cv	Clayey land	Oc	Ogden muck
Cw	Colwood silt loam		
CyA	Conover silt loam, 1 to 3 percent slopes	Pa	Palms muck
DaA	Darroch fine sandy loam, neutral variant, 0 to 3 percent slopes	Ph	Pella silt loam
Dh	Dorchester silt loam	Pi	Piano silt loam, gravelly substratum
DrA	Dresden loam, 1 to 3 percent slopes		
Dr	Drummer silt loam, gravelly substratum	RaA	Rodford silt loam, 0 to 3 percent slopes
EtA	Elliott silty clay loam, 0 to 2 percent slopes	RgB	Ringwood silt loam, 2 to 6 percent slopes
EtB	Elliott silty clay loam, 2 to 6 percent slopes	RgC	Ringwood silt loam, 6 to 12 percent slopes
FaA	Fabius loam, 1 to 3 percent slopes	Rt	Rollin muck
FmB	Fox sandy loam, 1 to 6 percent slopes	Ry	Rough broken land
FmC2	Fox sandy loam, 6 to 12 percent slopes, eroded	SeA	St. Charles silt loam, gravelly substratum, 0 to 2 percent slopes
FoA	Fox loam, 0 to 2 percent slopes	SeB	St. Charles silt loam, gravelly substratum, 2 to 6 percent slopes
FoB	Fox loam, 2 to 6 percent slopes	Sf	Sandy and gravelly land
FoC2	Fox loam, 6 to 12 percent slopes, eroded	Sfb	Sandy lake beaches
FrA	Fox loam, clayey substratum, 0 to 2 percent slopes	Sg	Sawmill silt loam, calcareous variant
FrB	Fox loam, clayey substratum, 2 to 6 percent slopes	ShA	Saylesville silt loam, 0 to 2 percent slopes
FsA	Fox silt loam, 0 to 2 percent slopes	ShB	Saylesville silt loam, 2 to 6 percent slopes
FsB	Fox silt loam, 2 to 6 percent slopes	ShC2	Saylesville silt loam, 6 to 12 percent slopes, eroded
Gf	Granby fine sandy loam	SkA	Saylesville silt loam, dark surface variant, 0 to 2 percent slopes
Gm	Granby fine sandy loam, loamy substratum	SkB	Saylesville silt loam, dark surface variant, 2 to 6 percent slopes
GnA	Granby fine sandy loam, brown subsoil variant, 0 to 3 percent slopes	Sm	Sebewa silt loam
GsB	Griswold loam, 2 to 6 percent slopes	So	Sebewa silt loam, clayey substratum
GsC2	Griswold loam, 6 to 12 percent slopes, eroded	SrB	Sisson fine sandy loam, 1 to 6 percent slopes
HbB	Hebron sandy loam, 2 to 6 percent slopes	SsB	Sisson fine sandy loam, clayey substratum, 1 to 6 percent slopes
HeA	Hebron loam, 0 to 2 percent slopes	SzA	Symerton loam, 0 to 2 percent slopes
HeB2	Hebron loam, 2 to 6 percent slopes, eroded	SzB	Symerton loam, 2 to 6 percent slopes
HeC2	Hebron loam, 6 to 12 percent slopes, eroded		
HmB	Hochheim loam, 2 to 6 percent slopes	ThB	Theresa silt loam, 2 to 6 percent slopes
HmC2	Hochheim loam, 6 to 12 percent slopes, eroded		
HmD2	Hochheim loam, 12 to 20 percent slopes, eroded	VaB	Varna silt loam, 2 to 6 percent slopes
Ht	Houghton muck	VaB2	Varna silt loam, 2 to 6 percent slopes, eroded
KaA	Kane loam, 1 to 3 percent slopes	VoC2	Varna silt loam, 6 to 12 percent slopes, eroded
KhA	Kane silt loam, clayey substratum, 1 to 3 percent slopes	Wo	Walikill silt loam
KmB	Knowles silt loam, 2 to 6 percent slopes	WaA	Warsaw loam, 0 to 2 percent slopes
Lp	Lowson silt loam, calcareous variant	WaB	Warsaw loam, 2 to 6 percent slopes
Lv	Loamy land	WgA	Warsaw loam, clayey substratum, 0 to 2 percent slopes
LyB	Lorenzo loam, 2 to 6 percent slopes	WgB	Warsaw loam, clayey substratum, 2 to 6 percent slopes
MaB	Markham silt loam, 2 to 6 percent slopes	WhA	Warsaw silt loam, 0 to 2 percent slopes
MaB2	Markham silt loam, 2 to 6 percent slopes, eroded	WhB	Warsaw silt loam, 2 to 6 percent slopes
MaC2	Markham silt loam, 6 to 12 percent slopes, eroded	WmA	Wasepi sandy loam, 1 to 3 percent slopes
Mf	Marsh	WnA	Wasepi sandy loam, clayey substratum, 1 to 3 percent slopes
HgA	Martinton silt loam, 1 to 3 percent slopes	Ww	Wet alluvial land
HkA	Matherton loam, 1 to 3 percent slopes	WyA	Worthen silt loam, 0 to 3 percent slopes
MIA	Matherton loam, clayey substratum, 1 to 3 percent slopes		
MaB	McHenry silt loam, 2 to 6 percent slopes	YaA	Yahora fine sandy loam, 1 to 3 percent slopes
MaC2	McHenry silt loam, 6 to 12 percent slopes, eroded		
MwB	Miami loam, 2 to 6 percent slopes	ZuA	Zurich silt loam, 0 to 2 percent slopes
MwC2	Miami loam, 6 to 12 percent slopes, eroded	ZuB	Zurich silt loam, 2 to 6 percent slopes
		ZuC2	Zurich silt loam, 6 to 12 percent slopes, eroded

Wetlands and Other Surface Waters

Map F-11 indicates those wetlands delineated on the Wisconsin Department of Natural Resources "Wisconsin Wetlands Inventory" map for the Town (dated 4/2/85) which are located within the City Growth Area. There are four wetland areas located within the City Growth Area. The largest wetland area is located in the west one-half of U.S. Public Land Survey Section 2 and is associated with Center Creek. The western one-half of the City Growth Area is traversed, in a north/south direction, by Center Creek. The wetland and surface waters areas of the City Growth Area are, and will continue to be, under the Cooperative Plan, protected by Federal and State regulations as well as local zoning controls.

Floodplains

Map F-12 indicates the extent of 100-year recurrence interval floodplain in the City Growth Area. Map F-12 is based upon the Federal Emergency Management Agency's "FIRM: Flood Insurance Rate Map" for Kenosha County's unincorporated areas effective February 17, 1982 (Community Panel Number 550523 0030 A). In general, the only 100-year recurrence interval floodplain located within the City Growth Area is located in the west one-half of U.S. Public Land Survey Section 2. The floodplain traverses Section 2 in a north-south direction and is associated with Center Creek.

These floodplain areas are, and will continue to be under the Cooperative Plan, protected by local zoning controls.

Natural and Scientific Areas and Endangered, Threatened, Rare, or Special Species Habitat

SEWRPC's Planning Report No. 42, *A Regional Natural Areas and Critical Species Habitat Management and Protection Plan for Southeastern Wisconsin*, dated September 1997 does not indicate any Natural Area sites of statewide or greater significance (NA-1 sites), countywide or regional significance (NA-2 sites), or Critical Species Habitat sites located within the City Growth Area. SEWRPC's Planning Report No. 42 does not indicate any endangered, threatened, rare, or special species habitat within the City Growth Area.

SEWRPC Delineated Environmental Corridors and Isolated Natural Areas

The Southeastern Wisconsin Regional Planning Commission's (SEWRPC) delineated environmental corridors and isolated natural areas in the City Growth Area encompass those areas containing concentrations of recreational, aesthetic, ecological, and cultural resources. Such delineated environmental corridors and isolated natural areas should generally be preserved and protected in essentially natural open uses. Such areas normally include one or more of the following seven elements of the natural resource base which are essential to the maintenance of both the ecological balance and natural beauty of an area:

- Lakes, rivers, streams, and their associated shorelands and floodlands.
- Wetlands.
- Woodlands.
- Prairie.
- Wildlife habitat areas.
- Wet, poorly drained, and organic soils.
- Rugged terrain and high-relief topography.

TOWN OF PARIS

TOWN OF BRISTOL



Boundary of City Growth Area ■■■■■■

NORTH



WETLAND

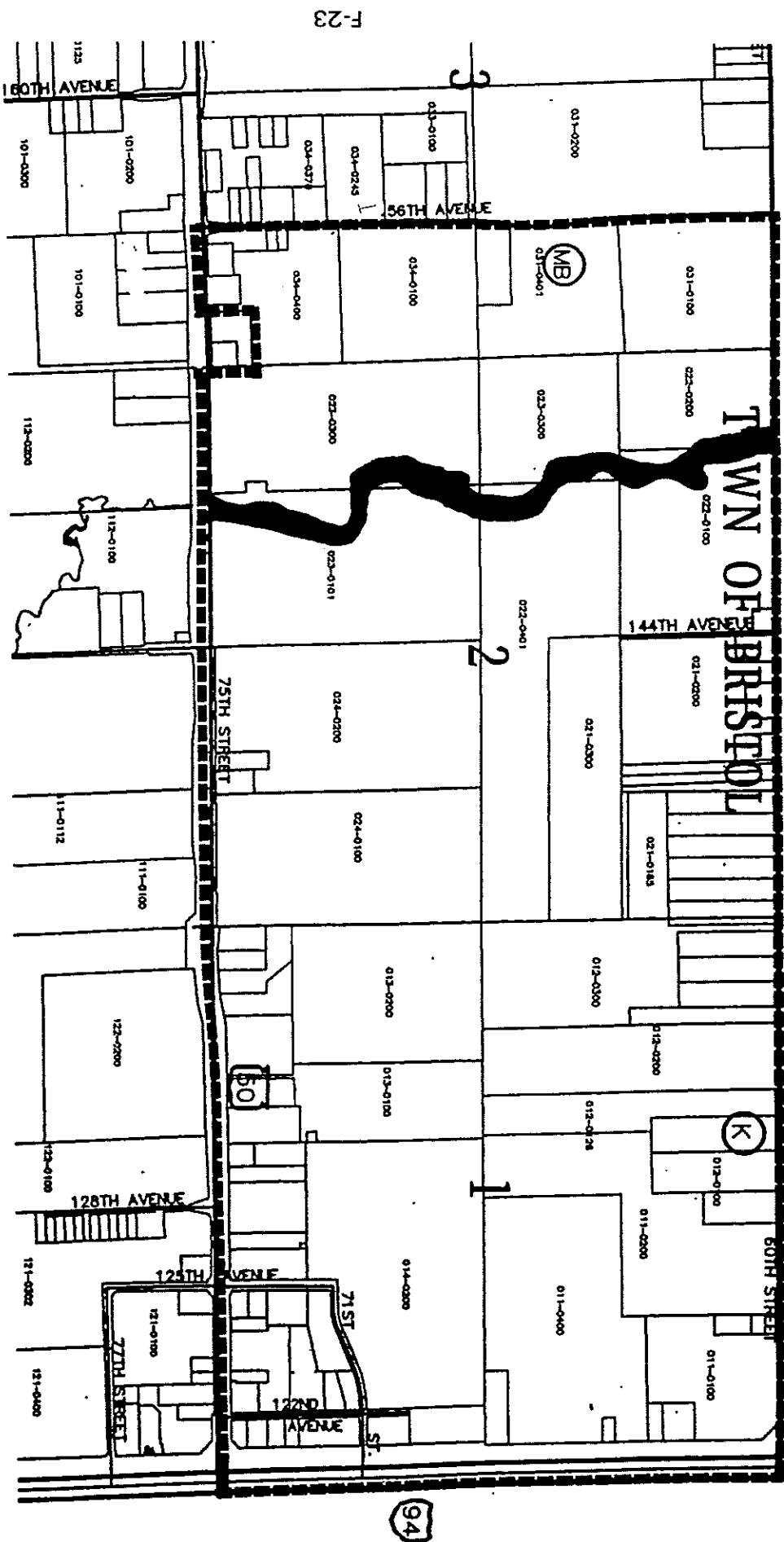
Scale: 1"=1,500'

Map F-12

FLOODPLAINS IN THE CITY GROWTH AREA

TOWN OF PARIS

TWN OF BRISTOL



LEGEND

Boundary of City Growth Area



100-YEAR RECURRENCE
INTERVAL FLOODPLAIN

NORTH

Scale: 1"=1,500'

Five additional elements which are also considered include: 1) existing park and open space sites; 2) potential park and open space sites; 3) historic sites; 4) scenic areas and vistas; and, 5) natural and scientific areas. A detailed description of how environmental corridors, and their subordinate isolated natural areas are delineated is presented in SEWRPC's Technical Record (Vol. 4, No. 2, March 1981, pp. 1-21).

Primary environmental corridors include a wide variety of the important natural resource and resource-related elements and are at least 400 acres in size, two miles in length, and 200 feet in width.

Secondary environmental corridors generally connect with primary environmental corridors and are at least 100 acres in size and one mile in length.

Isolated natural areas are at least five acres in size and consist of those smaller concentrations of natural resource base elements that are separated physically from environmental corridors by either open land or development.

As indicated on Map F-13, no primary environmental corridors are located within the City Growth Area.

As also indicated on Map F-13, only a secondary environmental corridor is located within the City Growth Area in the west one-half of U.S. Public Land Survey Section 2 and is associated with Center Creek.

There are five isolated natural areas in the City Growth Area--three of which are located within the west one-half of U.S. Public Land Survey Section 1.

These environmental corridor and isolated natural areas are, and will continue to be under the Cooperative Plan, protected to the extent allowed by law by local zoning controls.

Historic and Cultural Resources

Within the City Growth Area, there are two historical structures and one cultural site. The two historical structures are a Greek revival farmhouse and the Charles Thompson House. The one cultural site is the "Plank Road Site." "Plank Roads" were roads made of wood planks which were typically set on top of dirt or gravel and which typically ran parallel to and abutting dirt roads. The locations of these three historical and cultural sites within the City Growth Area are indicated on Map F-14.



Scale: 1"=1,500'

Source: SEWRPC and Meehan & Company, Inc.

NONE

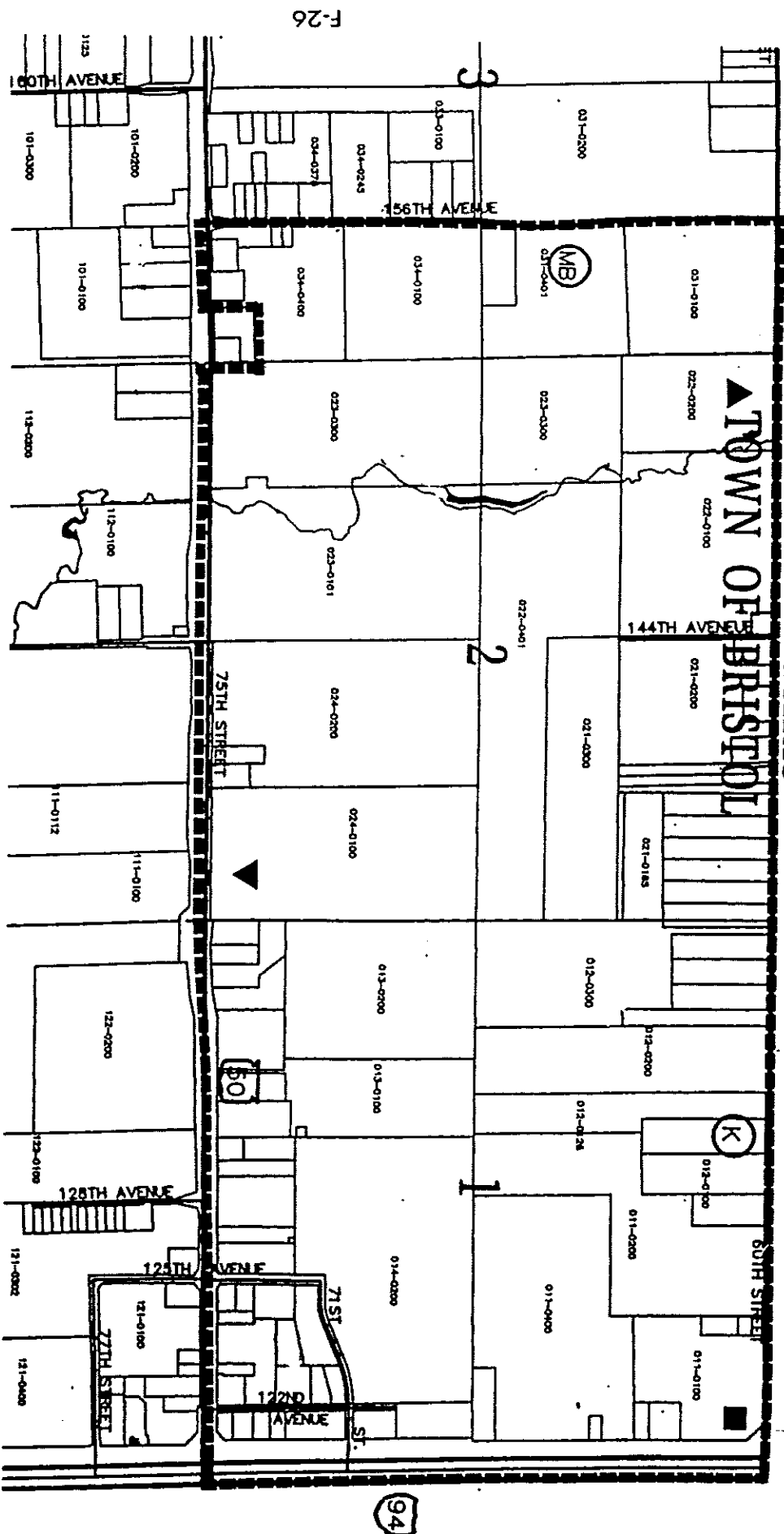
PRIMARY ENVIRONMENTAL CORRIDOR

SECONDARY ENVIRONMENTAL CORRIDOR

ISOLATED NATURAL AREA

TOWN OF PARIS

▲TOWN OF BRISTOL



LEGEND

Boundary of City Growth Area ■■■■■■

NORTH

GREEK REVIVAL FARMHOUSE

Scale: 1"=1,500'

CHARLES THOMPSON HOUSE

PLANK ROAD SITE

ATTACHMENT "G-1"

1997 COOPERATIVE AGREEMENT FOR ORDERLY DEVELOPMENT
BY AND BETWEEN CITY OF KENOSHA AND KENOSHA WATER UTILITY;
AND TOWN OF BRISTOL, TOWN OF BRISTOL UTILITY DISTRICT NO. 3,
TOWN OF BRISTOL WATER UTILITY DISTRICT
("1997 COOPERATIVE AGREEMENT")

Attached.

1997 COOPERATIVE AGREEMENT
FOR ORDERLY DEVELOPMENT BY AND BETWEEN
CITY OF KENOSHA AND
KENOSHA WATER UTILITY,
AND
TOWN OF BRISTOL,
TOWN OF BRISTOL UTILITY DISTRICT NO. 3
TOWN OF BRISTOL WATER UTILITY DISTRICT

Table of Contents

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1997 COOPERATIVE AGREEMENT FOR ORDERLY DEVELOPMENT
BETWEEN THE CITY OF KENOSHA, THE TOWN OF BRISTOL
AND RELATED ENTITIES
SECTION 66.30 WISCONSIN STATUTES

This 1997 Cooperative Agreement (which is hereinafter referred to as the "Agreement") is made by and among the City of Kenosha (which is hereinafter referred to as the "City"), with offices located at 625 - 52nd Street, Kenosha, Wisconsin 53140 and the City of Kenosha Water Utility (which is hereinafter referred to as the "Kenosha Water Utility"), with offices located at 4401 - Green Bay Road, Kenosha, Wisconsin 53144 (the City and Kenosha Water Utility, as their interest may appear, (which are hereinafter referred to as the "City Entities") and the Town of Bristol (which is hereinafter referred to as the "Town"), with offices located at 83rd Street and 198th Avenue, Bristol, Wisconsin 53140-0187, the Town of Bristol Utility District No. 3 and the Town of Bristol Water Utility District (which is hereinafter referred to collectively the "Town Utilities") located at 83rd and 198th Avenue, Bristol, Wisconsin 53104-0187 (the Town, the Town Utilities as their interest may appear, (which are hereinafter referred to collectively as the "Town Entities").

W I T N E S S E T H

WHEREAS, the City Entities and the Town Entities seek to establish an Agreement under the provision of Sections 66.30, and a Cooperative Plan under the provisions of Section 66.023 of the Wisconsin Statutes (which is hereinafter referred to as the "Cooperative Plan") for the purpose of establishing permanent boundaries, orderly development, joint planning, zoning,

revenue sharing, city sewer services, city water services and related municipal functions to both future areas of City growth and to certain portions of the Town under the terms of the Wisconsin Statutes; and

WHEREAS, the City Entities and Town Entities wish to memorialize their agreements concerning the above referenced activities and to take further actions to permanently embody said agreements jointly, cooperatively, promptly and in good faith; and

WHEREAS, the Town Entities desire to annex a portion of Town property into the City of Kenosha as shown on Exhibit A (which is hereinafter referred to as the "Annexation") and to obtain City Sewer Service, which deals with the provision by the Kenosha Water Utility of sewage conveyance and treatment service (hereinafter referred to as "City Sewer Service"), for four new sewer connections within that annexed area prior to the approval and implementation of the Cooperative Plan; and

WHEREAS, the Town desires and the Kenosha Water Utility is willing to provide City Sewer Service to the Annexation and to the existing Town sewer service customers that are currently connected to the Village of Pleasant Prairie Sewage Treatment Plant D (hereinafter referred to as the "D Treatment Plant") prior to the approval of the Cooperative Plan;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto do hereby agree as follows:

1. Provision of City Sewer Service Prior to Approval of the Cooperative Plan.

(a) The Kenosha Water Utility shall accept from the Town, the Town sewage which presently flows from existing connections to the D Treatment Plant upon, (1) City and

Village entering into a Wis. Stats., § 66.30 cooperative agreement; and (2) Town completion of necessary sewer connection to Kenosha Water Utility sewer facilities, located on STH 50 between I-94 and the STH 50 Lift Station, (which is depicted and referred to on the attached Exhibit A as the "Sewer Connection"). Once this Sewer Connection is made the Town shall no longer convey any sewage to the D Treatment Plant.

(b) The Town shall not allow any additional sewer connections within the Town Service Area, as defined in paragrah 2 of Exhibit C, except as hereinafter described. After the Annexation is approved by the City, four new sanitary sewer connections will be allowed to be connected to the Town's sanitary sewer system within the Annexation boundaries.

(c) After implementation of subparagraph 1 (a) sanitary sewer service rates shall be charged by Kenosha Water Utility to Town Entities as established by City Board of Water Commissioners, provided that the rate of return applied to service area of Town Entities shall not exceed the rate of return included in the water service rate allowed by the Wisconsin Public Service Commission for the Kenosha Water Utility. The sewer rates within the Annexation will be the retail rates of the Kenosha Water Utility. The sewage flow from the Annexation will be deducted from the total sewage flow from the Town Entities as metered at the Sewer Connection to determine the billable flow for the Town Entities.

2. Provision of Town Water Service Prior to Approval of the Cooperative Plan. After the Annexation is approved by the City, four new water connections will be allowed to be connected to the Town Entities water system to serve property within the Annexation boundaries. The Town Entities shall bill the Kenosha Water Utility for water service to the Annexation

properties at the Town Entities' retail rates. The Kenosha Water Utility shall then bill the Annexation properties at the Kenosha Water Utility's retail water service rates.

3. Cooperative Plan.

Immediately upon execution of this Agreement, the Town and the City shall proceed in good faith to prepare a Cooperative Plan under Wis. Stats., § 66.023 and to submit said Cooperative Plan to appropriate governmental agencies for approval.

The Plan shall include all material provisions of this Agreement and shall further include, but not limited to Exhibit "C" attached hereto and incorporated herein by reference.

4. Laws, Rules and Regulations. Town Entities shall provide City Sewer Service in conformance with applicable Federal and State laws, rules and regulations, and Section 32.08 of the City of Kenosha Code of General Ordinances, as they now exist and may be amended from time to time. Town Entities shall adopt and enforce an ordinance regulating Town Sewer Service within the geographical Town Service Area in substantial conformity with Section 32.08 of the City of Kenosha General Ordinances, as it now exists and as it may be amended from time to time.

5. Easements and Special Assessments. The Town shall furnish to the Kenosha Water Utility, all necessary easements and/or street right-of-ways, at no cost to the Kenosha Water Utility, of land owned by the Town within the Annexation, where water and/or sewer mains are necessary to provide City Water Service and/or City Sewer Service, as necessary to serve the Annexation.

The Town shall, at the option of the Town, (1) install water and sewer mains or (2) pay to

the Kenosha Water Utility the then current special assessments for water and sewer mains, installed by the Kenosha Water Utility, which will front Town owned property or property which the Town may sell in the Annexation area where Town Entities have waived their right to impose special assessments or where the Kenosha Water Utility is unable to specailly assess said properties.

The Kenosha Water Utility must approve plans and specifications for water and sewer mains in the Annexation area in accordance with paragraph 26 of Exhibit C.

6. No Challenges to this Agreement. City Entities and Town Entities hereby waive any right each may have to commence or maintain any civil action or other proceeding to contest, invalidate or challenge this Agreement or any of the actions required or contemplated by this Agreement, or to take any actions, either directly or indirectly, to oppose in any other way, or to initiate, promote or support the opposition of this Agreement or any of the actions required or contemplated by this Agreement.

7. No Third Party Beneficiary. This Agreement is intended to be solely between City Entities and Town Entities. Nothing in this Agreement shall be interpreted as giving to any person or entity, not a part to this Agreement any legal or equitable rights whatsoever.

8. Administration of this Agreement. This Agreement shall be administered on behalf of Town by the Town Administrator or designee, on behalf of Kenosha Water Utility, by its General Manager or designee, and on behalf of the City, by the City Administrator or designee. The appointment of a designee must be in writing, and the other party to this Agreement must be notified in writing of the appointment.

9. Enforcement.

(a) Remedies. This Agreement is intended to provide each party with the right and standing to challenge in Court any act or omission which violates this Agreement. This Agreement is intended to provide each party with the right and standing to seek any available legal or equitable remedy to enforce this Agreement and to seek damages for the breach of this Agreement.

(b) Notice of Breach/Dispute Resolution. If a party to this Agreement believes that the other party is in breach of this Agreement, the aggrieved party shall promptly serve written notice of said breach upon the other party. The parties shall meet promptly thereafter and shall endeavor in good faith to resolve any dispute amicably. If the initial meeting fails to resolve the dispute, the parties shall meet again within thirty (30) days after service of the written notice. Failure or refusal of a party to meet promptly and attempt in good faith to resolve any dispute shall be deemed a waiver by such party of any right to recover any litigation expenses or attorney fees other than statutory costs; provided, however, that good faith shall not require an amendment of this Agreement. This subparagraph is intended by the parties to waive their respective statutory right to any further notice under Subsection 893.80(1)(a), Wisconsin Statutes, to the extent such subsection is applicable.

(c) Limitation on Commencement of Civil Action. No civil action may be commenced until after thirty (30) days from the effective date of written notice required of this Agreement, except that a party may commence an action seeking specific performance or injunctive relief in less than thirty (30) days if, in that party's good faith judgment, such an action

is necessary to protect the public health, safety or welfare. Except as otherwise provided in this agreement, the prevailing party in any action concerning an alleged breach of this Agreement shall be entitled to recover from the other party its reasonable costs and expenses of litigation, including reasonable actual attorney's fees.

10. Amendment. This Agreement may be amended by mutual agreement approved by the governing bodies of the parties and signed by appropriate officers of the parties. Either party may withhold its consent to any amendment for any reason.

11. Term. The term of this Agreement is indefinite and permanent, and shall be incorporated into the proposed Section 66.023 Agreement between the City Entities and Town Entities. No breach or violation of any of the terms of this Agreement by either party shall operate to void or terminate or provide grounds for termination of this Agreement, it being the intent of the parties that the provisions of this Agreement shall be subject to specific performance, that injunctive relieve shall be provided to cure any breaches prospectively, and that damages shall be awarded to redress any harm occasioned by a breach; provided, however, that if a party cannot or will not conform to the requirements of this Agreement, as evidenced by a pattern of violations as determined by an arbitrator or court of competent jurisdiction and if such violations pose a serious threat to the public health, safety or welfare, this restriction on termination of this Agreement shall be deemed to be terminated.

12. Complete Agreement. This Agreement represents the entire integrated agreement between the parties and supersedes all past agreements and all negotiations, representations, promises or agreements, either written or oral, made during the course of negotiations leading up

to this Agreement.

13. Good Faith. The parties hereby acknowledge that this Agreement imposes on them a duty of good faith and fair dealing.

14. Severability.

(a) The provision of this Agreement, and the individual parts of each such provision, shall be severable. In the event that any provision of this Agreement, or any part thereof, is held by a Court of competent jurisdiction to be invalid or ineffective, the balance of this Agreement shall survive. In such event, the parties shall promptly meet to discuss how they might satisfy the intent of this agreement by alternative means.

(b) The parties shall use their best efforts to find, design and implement a means of successfully accomplishing the intent of this Agreement. If necessary, the parties shall negotiate appropriate amendments of this Agreement to maintain, as closely as possible, the original terms, intent and balance of benefits and burdens of this Agreement. In the event the parties are not able to reach agreement in such situation, either party may, by thirty (30) days written notice to the other, require submission of such dispute to an impartial arbitrator, to be mutually selected by the parties during such thirty (30) day period, for binding arbitration. Town Entities and City Entities shall promptly pay on an equal basis all fees and expense of the selected arbitrator.

15. Invalid or Ineffective Ordinance or Decision. In the event that any ordinance which Town Entities is required to enact and/or enforce by this Agreement, is adjudged by any Court of competent jurisdiction to be invalid or ineffective, in whole or in part, the parties shall promptly

meet to discuss how the Town Entities might satisfy the intent of this Agreement by alternative means, including, without limitation, enacting another ordinance designed to satisfy the Court's objections. Town Entities shall use its best efforts to find, design and implement a means of successfully accomplishing the intent of this Agreement. If necessary, the parties shall negotiate appropriate amendments of this Agreement to maintain, as closely as possible, the original terms, intent and balance of benefits and burdens of this Agreement. In the event the parties are not able to reach agreement in such situation, either party may, by thirty (30) days written notice to the other, require submission of such dispute to an impartial arbitrator, to be mutually selected by the parties during such thirty (30) day period, for binding arbitration.

16. Effective Date. This Agreement shall take effect upon the last to occur of the following events:

- (a) Approval of this Agreement by the governing bodies of the parties;
- (b) Approval of the Settlement and Cooperation Agreement between the Town and Village by their respective governing bodies;
- (c) Approval of the 1997 Cooperative Agreement for Orderly Development between the Village and the City , by their respective governing bodies;
- (d) Annexation of the lands identified on Exhibits A and B, attached hereto;
- (e) The signing of this Agreement by the appropriate officers of the parties.

17. Successors. This agreement shall benefit and be binding upon the successors of Town Entities and City Entities.

18. Implementation. Town Entities and City Entities shall each take such actions as may

be necessary or desirable to implement and effectuate the provisions and intent of this Agreement.

19. References. Any references in this Agreement to any particular agency, organization or official shall be interpreted as applying to any successor agency, organization or official or to any other agency, organization or official to which contemplated functions are transferred by statute or ordinance. Any references in this Agreement to any particular statute or ordinance shall be interpreted as applying to such statute or ordinance as amended from time to time.

20. Paragraph Titles. Paragraph titles in this Agreement are provided for convenience only and shall not be used in interpreting this Agreement.

21. Interpretation. This Agreement shall be interpreted as though jointly drafted by the parties.

22. Notices. All notices required by or relating to this Agreement shall be in writing. Each notice shall specifically refer to this Agreement by name and shall refer specifically to the number of the paragraph(s) or subparagraphs(s) to which the notice relates. Any such notice shall be delivered in person to the Clerk of the party receiving the notice, or to the person apparently in charge of the Clerk's office during normal business hours, or shall be mailed to such Clerk by certified mail, return receipt requested. Each notice to Town Entities shall be addressed as follows: Clerk, Town of Bristol, 83rd Street and 198th Avenue, Wisconsin, 53104-0187. Each notice to City entities shall be addressed as follows: City Clerk, City of Kenosha, 625 - 52nd Street, Kenosha, Wisconsin 53140; and General Manager, Kenosha Water Utility, 4401 - Green Bay Road, Kenosha, Wisconsin 53144. Each party may change its address

(or add addresses for facsimile, electronic mail or other communications media), for purposes of this Agreement, by written notice to the other party pursuant to this paragraph. Each notice shall be effective upon delivery in person, or mailing or upon actual receipt without regard to the method of transmission, whichever occurs first.

IN WITNESS WHEREOF, the parties certify that this Agreement has been duly approved by their respective governing bodies in accordance with State and local laws, rules and regulations, and each party has caused their duly authorized officers to execute this Agreement on the dates written below their respective signatures.

By:
John M. Antaramian, Mayor

Date: 11-7-97

Attest: Jean A. Morgan
Jean A. Morgan, Clerk

Date: 11-7-97

The foregoing Agreement was acknowledged before me this 7th day of November, 1997 by John M. Antaramian, Mayor, and Jean A. Morgan, Clerk, of the City of Kenosha.

James W. Conway
Notary Public, State of Wisconsin
My commission: permanent

By: Everett C. Butler
Everett C. Butler, Chairman
Board of Water Commissioners

Date: 11-7-97

Attest: O. Fred Nelson
O. Fred Nelson, Clerk and General Manager

Date: 11/7/97

STATE OF WISCONSIN)
) ss
COUNTY OF KENOSHA)

The foregoing Agreement was acknowledged before me this 7th day of Nov, 1997 by Everett J. Butler, Chairman, and O. Fred Nelson, General Manager and Clerk, of the Kenosha Water Utility.

Notary Public, State of Wisconsin

My commission: 4-5-08

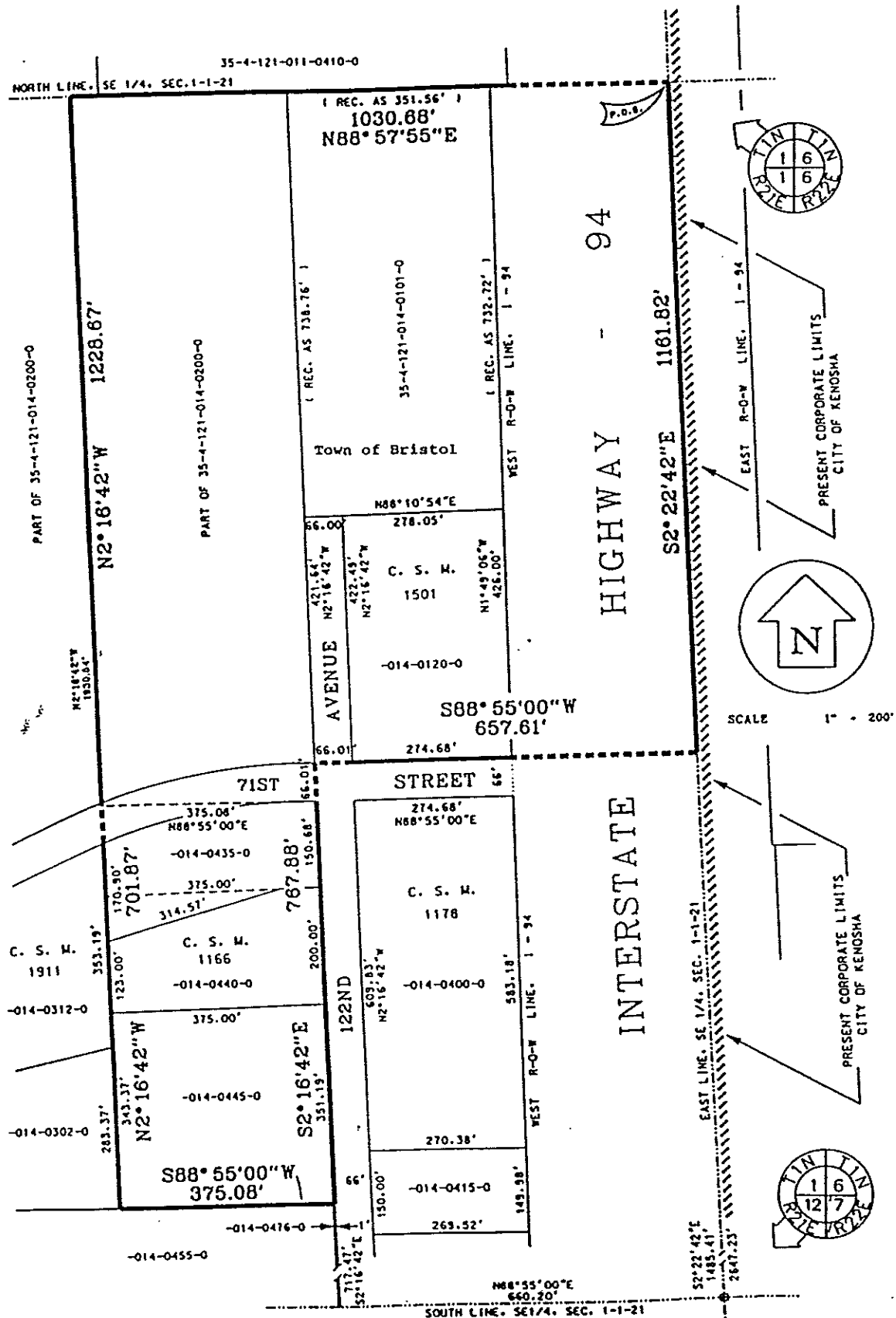
Exhibit B

CITY OF KENOSHA DISTRICT MAP ANNEXATION ORDINANCE

EXHIBIT B

SUPPLEMENT NO. A8-97 ACCOMPANYING ORD. NO. _____

BRISTOL PETITION



By: Shirley Davidson
Shirley Davidson, Chair

Shirley Davidson, Chair

Date: 11/11/97

Attest: Marjorie Schmidt
Marjorie Schmidt, Clerk

Marjorie Schmidt, Clerk

Date: 11-10-91

STATE OF WISCONSIN)
) ss
COUNTY OF KENOSHA)

The foregoing Agreement was acknowledged before me this 7th day of November 1997 by Shirley Davidson, Chair, and Marjorie Schmidt, Clerk, of the Town of Bristol.


Notary Public, State of Wisconsin

My commission: perman

By: Shirley Davidson
Shirley Davidson, Chair

Attest: Marjorie L. Schmidt
Marjorie Schmidt, Clerk

STATE OF WISCONSIN)
) ss
COUNTY OF KENOSHA)


Notary Public, State of Wisconsin

-15-

**TOWN OF BRISTOL WATER
UTILITY DISTRICT**

By: *Shirley Davidson*
Shirley Davidson, Chair

Date: 11/7/97

Attest: *Marjorie A Schmidt*
Marjorie Schmidt, Clerk

Date: 11-10-97

STATE OF WISCONSIN)
) ss
COUNTY OF KENOSHA)

The foregoing Agreement was acknowledged before me this 7th day of November, 1997
by Shirley Davidson, Chair, and Marjorie Schmidt, Clerk, of the Town of Bristol Water Utility
District.

James W. Conway
Notary Public, State of Wisconsin

My commission: *James W. Conway*

Drafted by:

James W. Conway, City Attorney
and
William F. White
Town Attorney

EXHIBIT C

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EXHIBIT C

MATERIAL PROVISIONS FOR COOPERATIVE PLAN

The Cooperative Plan shall include all material provisions of this Agreement and shall further include, but not limited to the following:

1. City Growth Area. The City Entities and the Town Entities hereby agree that the territory legally described on Exhibit "B" and shown on the scale map attached hereto on Exhibit A to be the "City Growth Area" (hereinafter referred to as the "City Growth Area"); within the City Growth Area, the City may, but is not required, to exercise extra territorial zoning controls pursuant to properly enacted ordinances and procedures under Wis. Stats., § 62.23 (7a). Aside from the exercise of extraterritorial zoning authority within the City Growth Area, the City will not exercise such authority in any other part of the Town. The limits of the City Growth Area shall constitute the permanent boundary between the Town and City. The City may annex areas within the City Growth Area, but may not annex and hereby forever waives its right to annex portions of the Town outside the City Growth Area.

2. Town Service Area. The area which is depicted and referred to on the attached Exhibit A as the "Town Service Area" (which is hereinafter referred to as the "Town Service Area") shall be those portions of the Town outside the City Growth Area and outside both the Village Growth Area which is depicted and referred to on the attached Exhibit A as the "Village Growth Area" (and which is hereinafter referred to as the "Village Growth Area") and the STH 165 Town Service Area which area is depicted and referred to on the attached Exhibit A as the

"STH 165 Town Service Area" (and which is hereinafter referred to as the "STH 165 Town Service Area").

3. Boundaries. That the boundaries of the City Growth Area shall be the permanent boundary between the City and Town;

4. Land Division Outside the City Growth Area. That the City may review and comment but may not disapprove land divisions outside the City Growth Area;

5. Land Division Within the City Growth Area. That the Town may review and comment but may not disapprove land divisions within the City Growth Area;

6. City Remittance of Property Taxes to Town. That the City shall remit a percentage of property taxes to the Town over a five year period equal to \$60,000 (yr. 1); \$48,000 (yr. 2); \$36,000 (yr. 3); \$24,000 (yr. 4); \$12,000 (yr. 5);

7. Incorporation of Town Center. That the City will not oppose the incorporation of the Town Center under the standards of Wis. Stats., § 66.013-66.019; the location of the Town Center shall be west of the west line of sections 3, 10, 15, 22, 27, 34 Town 01 and Range 21E. The Town shall not seek special legislation to permit Town incorporation.

8. City's Stormwater and Erosion Control Standards. That the Town shall abide by the City's stormwater and erosion control standards to the extent any new development in the Town affects development within the City Growth Area;

9. Drainage District Within the City Growth Area and Town Service Area. That the City Entities and Town Entities shall provided for the creation, management, and cost allocations for a drainage district within the City Growth Area and Town Service Area.

10. Extraterritorial Zoning Controls Outside the City Growth Area. That the City will

not exercise any extraterritorial zoning controls outside the City Growth Area.

11. Joint Planning Area. That the parties will establish a joint planning area and a process for reviewing development. Such planning area shall be equally distanced north and south of STH 50.

12. Zoning Authority of Town. That the Town will have zoning authority over delineated areas in order to effectuate the provisions of the cooperative plan.

13. Provisions of City Sewer Service.

(a) The Kenosha Water Utility shall make available to the Town sufficient sewer capacity for reasonable and orderly development in the Town.

(b) The Kenosha Water Utility shall accept into its sewage treatment plant wastewater generated from areas within the Town which are also within an approved sewer service area. Such flows may utilize wells and the Kenosha Water Utility shall not require the use of City Water Service as a condition of treating sewage generated within the Town. The Town is responsible to obtain all necessary approvals from the Wisconsin Department of Natural Resources.

(c) The Town will be responsible for the installation and payment for any additional sewer facilities and conveyance systems within the Town Service Area, except as otherwise provided in this Agreement.

(d) Town Sewage Conveyance via STH 50 and KD Sewer to 14th Avenue Tunnel Sewer. The sewer line depicted and referred to on the attached Exhibit A is a joint sewage conveyance sewer (hereinafter referred to as the "Conveyance Sewer"). All Town sewage conveyance facilities existing or constructed after the effective date of this Agreement

which serves areas in the Town Service Area may, at the option of the Town, connect to or use the joint conveyance facilities of the Kenosha Water Utility known as the Conveyance Sewer. All such sewers shall connect to the Conveyance Sewer at STH 50 at the Kilbourn Ditch Lift Station (which is depicted on the attached Exhibit A and hereinafter referred to as the "STH 50 Lift Station"). Alternate locations for connecting into the Kenosha Water Utility conveyance system must be approved, in writing, by the General Manager of the Kenosha Water Utility.

(e) The amount of sewage flow from within the Town Service Area will be limited only with respect to available capacity of the Kenosha Water Utility's sewage treatment plant and/or conveyance facilities. The Kenosha Water Utility shall not reserve capacity at the Sewage Treatment Plant for any municipal or wholesale user or for itself. Upon written request of the Town Entities, the Kenosha Water Utility shall provide City Sewer Service to the Town Entities to the extent permitted by capacity in the Conveyance Sewer or other approved conveyance sewer.

(f) In the event that the Kenosha Water Utility desires the Town Entities to participate in the payment for additional or replacement jointly-used sewage conveyance facilities, the Kenosha Water Utility shall give written notice to the Town Entities as early as practical. Such notice shall include, without limitation, appropriate information relating to the need for additional capacity, the scope of the project, projected component sewage flows, engineering calculations, anticipated project cost and proposed cost allocation. Any such cost allocation shall be made pro rata, and shall be fair and reasonable based upon respective then-actual usage plus respective anticipated future need. If the Town objects for any reason, it shall notify the Kenosha Water Utility in writing of the basis for its objections within 60 days of the

Kenosha Water Utility's notice. The disputed issues shall be determined in the first instance by a joint report promptly prepared and issued by the engineers for the Kenosha Water Utility and the Town. If and to the extent the engineers reach agreement, the disputed issues shall be deemed finally resolved. If the engineers are not able to resolve the disputed issues, and the General Manager of the Kenosha Water Utility and the Town Administrator are not able to resolve such issues after meeting at least twice within the next 60 days or such additional time as they may agree to in writing, they shall select a mutually satisfactory arbitrator within the next 30 days or within such additional time as they may agree to in writing. The remaining disputed issues shall then be determined by binding arbitration. The Kenosha Water Utility and the Town shall equally share in the cost of arbitration. Alternatively, the General Manager of the Kenosha Water Utility and the Town Administrator may agree in writing to litigate such issues in court, and such issues shall be litigated in court if they fail to reach timely agreement on the selection of an arbitrator, in either of which events the prevailing party shall have the right to recover from the other party its reasonable litigation expenses, including reasonable attorneys' fees.

In structuring the method of payment for additional sewage conveyance facilities, the City Entities shall not be required to subsidize the cost of the Town Entities' portion of such additional conveyance facilities, and the Town Entities shall not be required to subsidize the cost of that portion of the additional facilities allocated to and reserved for the City Entities or any other municipal customer of the Kenosha Water Utility.

The prorated cost to the Town Entities for additional conveyance facilities shall be paid to the Kenosha Water Utility by the Town, at the option of the Town, by one of the following methods: (1) the Town allocation shall be paid to the Kenosha Water Utility as a direct cash

payment no later than the completion of the construction project; (2) the Town's pro rata share of the Kenosha Water Utility's cost or debt service relating to construction of the additional conveyance facilities shall be added to and included in the wholesale rate paid by the Town Entities; or (3) some combination of (1) and (2) above.

The selection of the payment process must be made in writing by the Town Entities on or before the designated project construction commencement date. The Kenosha Water Utility shall give the Town 60 days prior written notice of the designated construction commencement date. If the Town does not select a payment process prior to the designated project construction commencement date, the Kenosha Water Utility shall determine the payment process.

(g) Limitation on City's Provision of Sewer Service to Town. The Kenosha Water Utility shall not, directly or indirectly, provide City Sewer Service (other than through the Village of Pleasant Prairie, hereinafter referred to as the "Village") to those portions of the Village Growth Area outside the corporate limits of the Village or to the STH 165 Town Service Area, without prior written consent of the Village Board. The Kenosha Water Utility shall not, directly or indirectly, provide City Sewer Service to those portions of the Village Supervised Drainage Area that are outside the Village Growth Area and the STH 165 Town Service Area (other than through the Village) prior to June 30, 2004, and after that time the Kenosha Water Utility shall not, directly or indirectly, provide City Sewer Service to any of such areas (other than through the Village) which the Village has committed on or before June 30, 2004 to provide with City Sewer Service, without prior written consent of the Village Board.

(h) Existing joint-use capacity in the Kenosha Water Utility's sewage conveyance system shall be available to the City Entities, the Town Entities, and the other

municipal customers of the Kenosha Water Utility on a first-come, first-served basis, based on then-actual usage, and the Kenosha Water Utility shall not reserve any such conveyance capacity for the City Entities, the Town Entities or any of the other customers of the Kenosha Water Utility.

(i) No on-site sanitary sewer permits or well permits shall be issued or approved by the Town for any land within the City Growth Area. No building permits shall be issued or approved by the Town for any new structures within the City Growth Area without the written consent of the City Administrator. Notwithstanding the foregoing, replacement structures, accessory structures for existing residential and agricultural uses may be granted on-site sewage permits and building permits provided that such permits require connection to the Kenosha Water Utility's sewerage system once service becomes available to that parcel. No certified survey maps, plats or land divisions may be approved by the Town within the City Growth Area without annexation to the City and with a condition that any structures built upon such lots will be required to immediately hook-up to the Kenosha Water Utility's sewer systems.

(j) Sewer rates for customers within the CGA will be the retail rates of the Kenosha Water Utility as authorized by the City of Kenosha Board of Water Commissioners.

(k) The Kenosha Water Utility shall charge wholesale sewer rates as authorized by the City of Kenosha Board of Water Commissioners to the Town Entities for City Sewer Service within the Town Service Area. The Town shall charge customers within the Town Service Area at retail sewer rates as established by the Town Entities.

14. Provisions of City Water Service.

(a) The Kenosha Water Utility will pay for, install and maintain necessary

water main connections from its existing water system on the east side of Interstate Highway 94 to the existing Town water facilities. The Kenosha Water Utility shall make available to the Town sufficient water capacity for reasonable and orderly development in the Town.

(b) The Town will be responsible for the installation and payment for any additional water facilities within the Town Service Area, except as otherwise provided in this Agreement.

(c) Additional Kenosha Water Utility Service Capacity Requested by Town Entities. The Kenosha Water Utility shall provide City Water Service to the Town Entities for use and/or provision to their customers at locations depicted and referred to on the attached Exhibit A as "Master Water Meter" sites (herein after referred to as "Master Water Meter Sites") or at any other location that is mutually agreed upon in writing by the General Manager of the Kenosha Water Utility and the Town Administrator, to the extent permitted by the capacity of the Kenosha Water Utility's water distribution and storage facilities. If additional capacity in such water distribution and storage facilities is needed by the Town, it shall be provided by the Kenosha Water Utility as soon as practical in the most fair, reasonable and cost effective manner possible, to be determined in the first instance by a joint report promptly prepared and issued by the engineers for the Kenosha Water Utility and the Town. (It is understood and agreed that an appropriate issue to be determined by the joint engineering report may be whether additional water distribution or storage facilities should be provided by the Town Entities rather than by the Kenosha Water Utility.) If and to the extent that the engineers reach agreement, the issues shall be deemed resolved. If the engineers are not able to resolve the disputed issues, and the General Manager of the Kenosha Water Utility and the Town Administrator are not able to resolve such

issues after meeting at least twice within the next 60 days or within such additional time as they may agree to in writing, they shall select a mutually satisfactory arbitrator within the next 30 days or within such additional time as they may agree to in writing. The remaining issues shall then be determined by binding arbitration. The Kenosha Water Utility and the Town shall equally share in the cost of arbitration. Alternatively, the General Manager of the Kenosha Water Utility and the Town Administrator may agree in writing to litigate such issues in court, and such issues shall be litigated in court if they fail to reach timely agreement on the selection of an arbitrator, in either of which events the prevailing party shall have the right to recover from the other party its reasonable litigation expenses, including reasonable attorneys' fees.

It is understood and agreed that providing additional water distribution or storage capacity will be a major project, completion of which is likely to require three years from the date of request for such additional capacity from the Town Entities. It is further understood and agreed that the Kenosha Water Utility may need to obtain state regulatory approvals prior to constructing such additional capacity, and the Kenosha Water Utility shall use its best efforts to obtain such approvals in a timely fashion.

The Kenosha Water Utility shall recover the cost of constructing additional water distribution or storage capacity through its rate structure, as approved by the PSC.

Nothing in this Agreement shall prevent any of the parties to this Agreement from participating in any PSC proceedings relating to City Water Service or from challenging any decision of the PSC relating to City Water Service.

(d) Water rates for customers within the CGA will be the retail rates of the Kenosha Water Utility as authorized by the Wisconsin Public Service Commission and approved

by the City of Kenosha Board of Water Commissioners.

(e) The Kenosha Water Utility shall charge wholesale water rates as authorized by the Wisconsin Public Service Commission and approved by the City of Kenosha Board of Water Commissioners to the Town Entities for City Water Service within the Town Service Area. The Town shall charge customers within the Town Service Area at retail water rates as established by the Wisconsin Public Service Commission and approved by the Town Entities.

15. Kenosha Water Utility Sewage Treatment Plant and Future Sewage Treatment Plant. Existing capacity in the City Sewage Treatment Plant shall be available to the City Entities, the Town Entities and the other municipal customers of the Kenosha Water Utility on a first-come, first-served basis, based on then-actual usage as demonstrated by the average daily flow, average daily BOD, and average daily suspended solids received by the City Sewage Treatment Plant during the past calendar year, and the Kenosha Water Utility shall not reserve any of such treatment capacity for the City Entities, the Town Entities or any of its other customers.

Once the Kenosha Water Utility has approved final sewer plans, except as is specifically provided to the contrary in this paragraph 15 for sewage conveyance facilities, it shall not thereafter impose a sewer moratorium or otherwise seek to prevent sewer connections or extensions of sewerage facilities contemplated by such plans, except as is specifically provided to the contrary in this paragraph 15, based on lack of capacity in the City Sewage Treatment Plant.

Additional sewage treatment capacity to augment the City Sewage Treatment Plant for flow and/or loadings (hereinafter referred to as the "Future Sewage Treatment Plant"), shall be

constructed by the Kenosha Water Utility on an allocated-design basis, after having determined how much additional sewage treatment capacity the City Entities, the Town Entities and each of the Kenosha Water Utility's other municipal customers, respectively, desires to have constructed and reserved for its exclusive use, at its own cost.

The Kenosha Water Utility shall not commence construction of the Future Sewage Treatment Plant until such time as the City Sewage Treatment Plant's annual average has exceeded (1) 90% of such plant's design flow capacity of 28 million gallons per day, or (2) 90% of such plant's design BOD capacity of 29,700 pounds per day as of the effective date of this Agreement, as modified by the installation of fine-bubble aeration equipment which is under construction as of the effective date of this Agreement, or (3) 90% of such plant's design suspended solids capacity of 33,750 pounds per day; as modified by design changes or new equipment added from time to time; provided, however, that the Kenosha Water Utility may advance the construction commencement date of the Future Sewage Treatment Plant upon demonstrating to a reasonable degree of engineering probability that approved development projects tributary to the City Sewage Treatment Plant which are under construction will push flow and/or one or more of the loading parameters over the 90% threshold prescribed above, or upon the written consent of the Town Board and all other municipal customers.

Approximately three and one half years prior to the date on which the Kenosha Water Utility believes in good faith that it will begin construction of the Future Sewage Treatment Plant, it shall request in writing that the Town Entities notify the Kenosha Water Utility of the preliminary range of capacity in the Future Sewage Treatment Plant for flow, BOD and suspended solids which the Town Entities anticipate they may need. The Town Entities shall

comply with this request within six months.

Approximately two years and nine months prior to the date on which the Kenosha Water Utility believes in good faith that it will begin construction of the Future Sewage Treatment Plant, it shall give written notice to the Town. Such notice shall include preliminary information regarding the total cost of the proposed Future Sewage Treatment Plant and the Town Entities share thereof based upon the nature of the additional sewage treatment facilities that are required and the Town Entities' preliminary estimates of needed capacity. The Kenosha Water Utility shall cooperate fully with the Town Entities to facilitate a decision by the Town Entities of the amount of treatment capacity which the Town Entities desire the Kenosha Water Utility to construct for them, the anticipated cost of such capacity and the means of payment for such capacity as between the Town and the Kenosha Water Utility.

Within three months after the Kenosha Water Utility's preliminary cost notice the Town shall notify the Kenosha Water Utility of the amount of treatment capacity in terms of flow, BOD and suspended solids it desires the Kenosha Water Utility to construct and reserve for the exclusive use of the Town Entities and their customers.

Upon completion of a final design of the Future Sewage Treatment Plant which shall determine the capacity of the proposed Future Sewage Treatment Plant, the Kenosha Water Utility shall give written notice to the Town of such capacity, the amount of capacity to be allocated to and reserved for the exclusive use of the City Entities, the Town Entities (which shall be the capacity identified by the Town pursuant to the immediately preceding subparagraph) and each other municipal customer and the estimated cost of the facility and each municipal customer's allocated share of such estimated cost. The cost allocated to the Town

Entities shall be fair and reasonable based on the capacity allocated to and reserved for the exclusive use of the Town Entities and their customers. If and to the extent any state or federal grants are awarded to the Kenosha Water Utility to pay for all or a portion of the cost of constructing the Future Sewage Treatment Plant, such grants shall be credited to the parties participating in the cost of such facility in proportion to their financial participation.

Nothing in this paragraph 15 shall be construed as prohibiting the Kenosha Water Utility from constructing new or replacement facilities or improvements to existing facilities that may from time to time be required by regulatory agencies or as the Board of Water Commissioners deems to be necessary for the health and safety of its customers, when based upon a reasonable exercise of discretionary powers.

In structuring the method of payment for the Future Sewage Treatment Plant, the City Entities shall not be required to subsidize the cost of the Town Entities' portion of such additional treatment facilities, and the Town Entities shall not be required to subsidize the cost of that portion of the additional facilities allocated to and reserved for the City Entities or any other municipal customer of the Kenosha Water Utility.

The Town Entities' pro rata share of the cost of the Future Sewage Treatment Plant, based on allocated capacity, shall be paid to the Kenosha Water Utility by the Town, at the option of the Town, by one of the following methods: (1) the Town pro rata share shall be paid to the Kenosha Water Utility as a direct cash payment no later than the completion of the construction project; (2) the Town's pro rata share of the Kenosha Water Utility's cost or debt service relating to construction of the Future Sewage Treatment Plant shall be added to and included in the wholesale rate paid by the Town Entities; or (3) some combination of (1) and (2) above.

The selection of the payment method must be made in writing by the Town Entities on or before the designated project construction commencement date. The Kenosha Water Utility shall give the Town 60 days prior written notice of the designated construction commencement date. If the Town does not select a payment method prior to the designated project construction commencement date, the Kenosha Water Utility shall determine the payment method.

If for any reason, any state or federal regulatory agency does not allow the Town's allocated cost to be included in its wholesale rate, the allocated cost shall then be paid to the Kenosha Water Utility as a direct payment upon completion of construction of the project.

The City Entities, the Town Entities and any other municipal customer may buy or sell capacity in the Future Sewage Treatment Plant on such terms as the parties mutually agree to, upon written notice to all such other participants; provided, however, that the Kenosha Water Utility shall not permit the Town to utilize treatment capacity in such plant purchased from the Village for sewage not conveyed through the Village's sewage conveyance system, and the City Entities shall not sell to or otherwise allow the Town to use treatment capacity in such plant not purchased from the Village for sewage conveyed through the Village's sewage conveyance system, without written agreement with the Village. No Party shall be obligated to sell any such capacity. No party shall be required to sell any such capacity.

The Kenosha Water Utility shall use its best efforts to obtain all necessary federal, state and local permits and approvals required to construct the Future Sewage Treatment Plant, and shall use its best efforts to commence and complete the construction of such treatment plant prior to the City Sewage Treatment Plant reaching capacity. The Kenosha Water Utility shall keep the Town Entities informed of all significant new developments, as they occur, relating to the

permitting and construction of the Future Sewage Treatment Plant.

In the event that the Town Entities do not request additional sewage treatment capacity in the Future Sewage Treatment Plant, then, upon the City Sewage Treatment Plant reaching 100% of such plant's design flow capacity, or design BOD capacity (as increased by installation of the fine-bubble aeration equipment), or design suspended solids capacity, all as modified from time to time; or in the event the Town Entities have received notice from the Kenosha Water Utility that they have exhausted their allocation-design capacity in the Future Sewage Treatment Plant; the Town Entities shall not, directly or indirectly, allow any additional sewer connections to its sewage conveyance facilities, unless the Town Entities are able to purchase additional capacity in the Future Sewage Treatment Plant or to take such actions as to reduce their annual average flow and/or loadings below their allocated design capacity.

Issues relating to the need for construction of additional sewage treatment capacity after construction of the Future Sewage Treatment Plant shall be negotiated by the parties to this Agreement as and when the need arises.

The cost of any replacement sewage treatment facilities which the Kenosha Water Utility needs to install or construct shall be recovered by the Kenosha Water Utility through its rates.

16. Kenosha Water Utility Water Treatment Facilities. The Kenosha Water Utility, when necessary, shall be responsible for constructing water treatment facilities. The cost of the Kenosha Water Utility's new water treatment facilities that are in the process of being approved and constructed as of the effective date of this Agreement shall be recovered through rates, in a manner approved by the Wisconsin Public Service Commission, as shall the cost of any other new or replacement water treatment facilities.

17. Provision of City Water Service to Portions of the Town within the Supervised Drainage Area. Either the Kenosha Water Utility or the Town may, at its option from time to time, provide City Water Service to areas of the Town within the Supervised Drainage Area on a contract basis and without annexation of the areas so served; provided, however, that neither the Kenosha Water Utility nor the Town shall provide City Water Service to any area of the Town to which another municipality has made a binding commitment in writing to provide such service.

18. Purchase of Town Water and Sewer Facilities.

(a) Within thirty (30) days after the approval of the Cooperative Plan under the provision of Wis. Stats., § 66.023 between the City Entities and Town Entities, the Kenosha Water Utility shall pay to the Town the sum of \$765,981.00 in consideration for the existing water well number 3, the existing water tower on-site, the sewer collection system the water distribution system and all other water and sewer utilities maintained by the Town located within the City Growth Area. In the event that the Cooperative Plan is not approved on or before December 31, 1997, then the purchase price shall be recalculated using then current values.

(b) The Town shall retain ownership of well number 4 and shall retain full responsibility for payment of any debt service allocated to such well.

19. Transfer of Easements, Leases and Lands. The Town shall deed to the Kenosha Water Utility all easements, leases and lands which have Town Entities water or sanitary sewer improvements on them that are within the City Growth Area.

20. City Sewer Service and City Water Service West of CTH MB and north of STH 50. The area of the Town north of STH 50 and west of CTH MB shall not be provided City Sewer Service nor City Water Service until the entire City Growth Area has been either annexed or

boundary adjusted into the City of Kenosha.

21. Metering and Monitoring. All City Water Service provided by Kenosha Water Utility to Town Entities shall be master-metered, whenever possible. All City Sewer Service provided by Kenosha Water Utility to Town Entities shall be master-metered and monitored for quality of effluent, whenever possible. Master-metering and monitoring stations shall be constructed and installed at the cost of Town Entities. Kenosha Water Utility will pay for the cost of metering and monitoring equipment to be used by Town Entities.

22. Conversion of Billing System and Transfer of Fixed Assets. The Town shall fully cooperate with the Kenosha Water Utility in conversion of billing system and transfer of fixed assets and shall provide assistance to the Kenosha Water Utility by providing access to the Town's accountants, engineers, and counsel on an as-needed basis. The cost of such professional consultation shall be paid for by the Kenosha Water Utility, if the Kenosha Water Utility requests such consultation.

23. Town Customers Water Meters. The City will not purchase Town Customer water meters within the City Growth Area, which will be returned to the Town Entities.

24. Collection of Outstanding Special Assessment. Responsibility for collection of all outstanding special assessments or other charges billed or deferred on parcels of property located within the City Growth Area will be transferred to the Kenosha Water Utility, and the City Entities will hold the Town Entities harmless for any claims for refund or reimbursement which may result from the transfer. After the existing water main assessments for parcel 35-4-121-013-0415 and parcel 35-4-121-013-0440 are paid, they will not be reassessed for water main installation on STH 50 when new water mains are installed and their water connections will be

reconnected to the water main on STH 50 at no cost to the owner.

25. Limitation on Liability of Kenosha Water Utility. Kenosha Water Utility shall not be liable to Town Entities for any inability of Kenosha Water Utility to provide City Sewer Service or City Water Service due to any equipment breakdown/malfunction of interceptors main or lateral breaks; provided, however, that Kenosha Water Utility shall have the duty to restore City Water Service and City Sewer Service as rapidly as possible.

26. Approval of Town Water and Sewer System Infrastructure Plans and Specifications.

(a) The Kenosha Water Utility must approve plans and specifications for Town water and sewer system infrastructure to be located within boundary limits of the Kenosha Sewer Service Area to be served by the Kenosha Water Utility. The Town Entities shall not submit plans to any State regulatory agency prior to Kenosha Water Utility approval of same. The Kenosha Water Utility will only review and approve plans that have been previously approved by the Town Administrator in writing. The Kenosha Water Utility approval will be based upon a system-level review.

(b) Kenosha Water Utility shall notify the Town in writing of approval, disapproval and/or any recommended changes. In the event of disapproval or a dispute with recommended changes, the Town and Kenosha Water Utility shall meet within fourteen (14) days after disapproval to resolve conflicts and Kenosha Water Utility will use its best efforts to approve the Town's plans and specifications.

(c) If the parties are not able to resolve the conflict after meeting twice within the next thirty (30) days or such additional time as the General Manager of the Kenosha Water Utility and the Town Administrator may agree to, a mutually satisfactory arbitrator shall be

selected by the parties within the next thirty (30) days. The conflict shall then be determined by binding arbitration. The parties shall equally share in the cost of arbitration.

27. Periodic Conferences and Long Range Planning. Town Entities and City Entities shall confer from time to time, but at least once each six (6) months, to review and discuss concerns relating to sewer service, water service, land use, drainage, boundary streets, capital improvement projects and other matters of mutual concern. The Town Entities shall be responsible for scheduling and holding a spring meeting and the City Entities shall be responsible for scheduling and holding a fall meeting.

As an aid to long-range planning by the Kenosha Water Utility, the Town Entities shall provide the Kenosha Water Utility at Town's sole cost and expense, a facilities plan for the Kenosha Water Utility to plan for the extension of City Sewer Service and City Water Service in the Town Service Area. The engineering plan shall cover a twenty (20) year planning period and shall be updated with respect to growth, flows and loadings by the Town at its sole cost and expense at five (5) year intervals.

28. Sanitary Sewer Service Area Modifications. The Kenosha Water Utility and Town Entities at any time may jointly or separately petition the Southeastern Wisconsin Regional Planning Commission and the Wisconsin Department of Natural Resources to reconfigure the existing sanitary sewer service area to include additional areas within the Town and the City Growth Area. The Kenosha Water Utility and the Town Entities will support each other and use their respective best efforts in obtaining approvals of any such petitions.

29. Laws, Rules and Regulations. Town Entities shall provide City Water Service and

City Sewer Service in conformance with applicable Federal and State laws, rules and regulations, and Section 32.08 of the City of Kenosha Code of General Ordinances, as they now exist and may be amended from time to time. Town Entities shall adopt and enforce an ordinance regulating Town Sewer Service within the geographical Town Service Area in substantial conformity with Section 32.08 of the City of Kenosha General Ordinances, as it now exists and as it may be amended from time to time.

Exhibit "A"

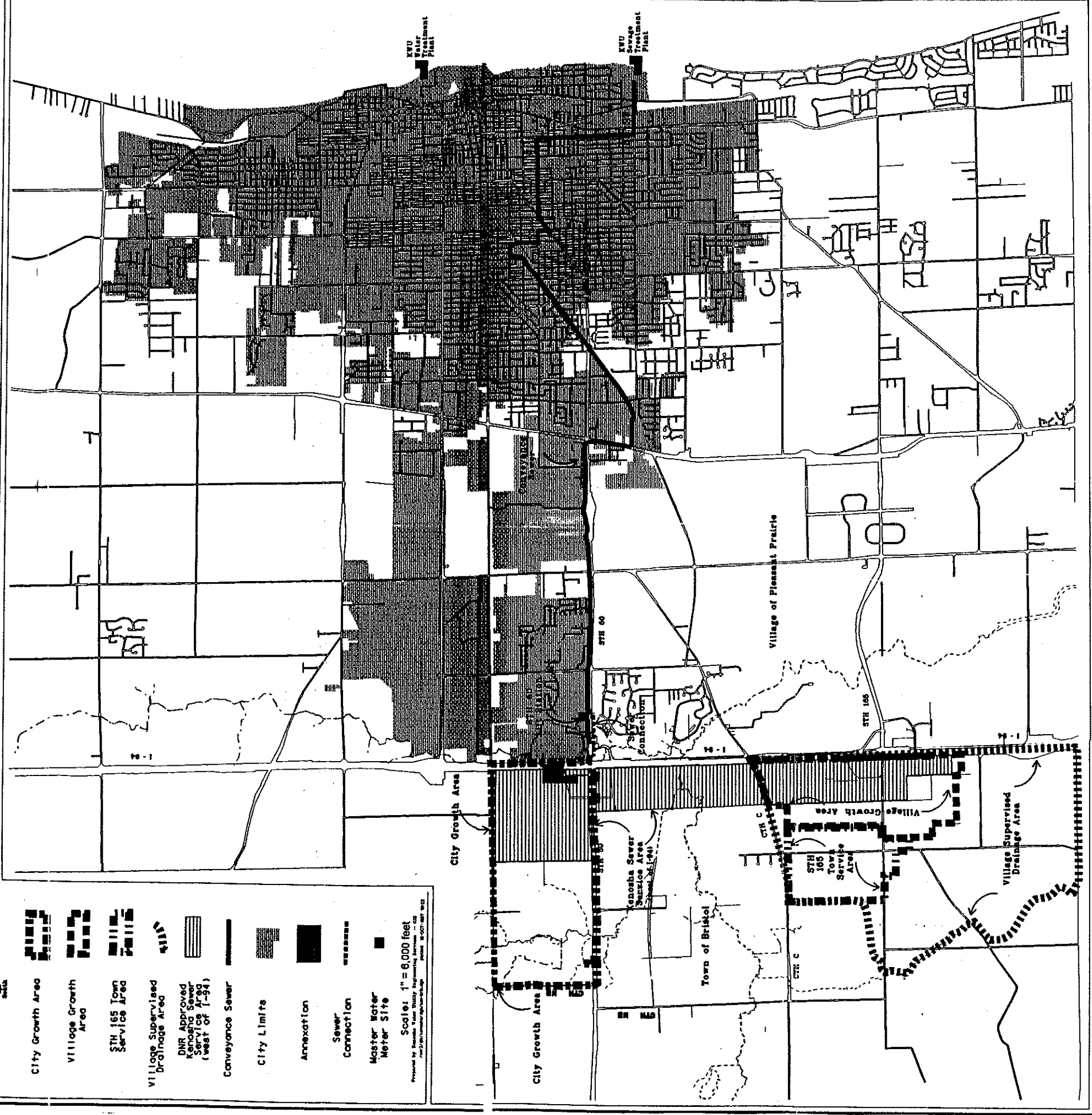
1997 COOPERATIVE AGREEMENT FOR ORDERLY DEVELOPMENT BETWEEN THE CITY OF KENOSHA, THE KENOSHA WATER UTILITY AND THE TOWN OF BRISTOL AND RELATED ENTITIES



- City Growth Area
- Village Growth Area
- STH 165 Town Service Area
- Village Supervised Drainage Area
- DNR Approved Kenosha Sewer Service Area (west of I-94)
- Conveyance Sewer
- City Limits
- Annexation
- Sewer Connection
- Master Water Meter Site

Scale: 1" = 6,000 feet

Prepared by: Kenosha Water Utility, Kenosha, WI 53102-1000
Date: 10/1/97



ATTACHMENT "G-2"

1999 COOPERATIVE AGREEMENT
FOR ESTABLISHING PERMANENT BOUNDARIES,
ASSURING ORDERLY DEVELOPMENT, AND LIMITING
EXTRATERRITORIAL ZONING, LAND DIVISION, CONDOMINIUM
PLATTING, AND OFFICIAL MAPPING CONTROLS BETWEEN THE
CITY OF KENOSHA AND THE TOWN OF BRISTOL

Attached.

**1999 COOPERATIVE AGREEMENT FOR
ESTABLISHING PERMANENT BOUNDARIES, ASSURING ORDERLY DEVELOPMENT,
AND LIMITING EXTRATERRITORIAL ZONING, LAND DIVISION,
CONDOMINIUM PLATTING, AND OFFICIAL MAPPING CONTROLS
BETWEEN THE CITY OF KENOSHA AND THE TOWN OF BRISTOL
SECTION 66.30 WISCONSIN STATUTES**

This 1999 Cooperative Agreement (which is hereinafter referred to as the "Agreement") is made by and between the City of Kenosha (which is hereinafter referred to as the "City"), with offices located at 625 - 52nd Street, Kenosha, Wisconsin 53140 and the Town of Bristol (which is hereinafter referred to as the "Town") located at 83rd and 198th Avenue, Bristol, Wisconsin 53104-0187.

WITNESSETH

WHEREAS, the City and the Town seek to establish an Agreement under the provision of Section 66.30 of the Wisconsin Statutes for the purposes of establishing permanent boundaries, assuring orderly development, and limiting extraterritorial zoning, land division, condominium platting, and official mapping controls in the Town area outside of the City Growth Area; and

WHEREAS, the City and Town wish to memorialize their agreements concerning the above referenced activities and to take further actions to permanently embody said agreements jointly, cooperatively, promptly and in good faith; and

WHEREAS, the City and Town have entered into a Cooperative Plan and Agreement under the provisions of Section 66.023 of the Wisconsin Statutes (hereinafter referred to as "§66.023 Cooperative Plan") which provides for boundary adjustments over a thirty (30) year period from territory of the Town designated as the "City Growth Area" as described on Exhibits A and B attached hereto and incorporated herein; and

WHEREAS, upon the §66.023 Cooperative Plan being approved by the State of Wisconsin Department of Administration and becoming final in all respects it is the intention of the City and Town that the City/Town boundaries established by the §66.023 Cooperative Plan become permanent boundaries.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto do hereby agree as follows:

**SECTION 1
PERMANENT CITY/TOWN BOUNDARIES**

Upon the §66.023 Cooperative Plan being approved by the State of Wisconsin Department of Administration and becoming final in all respects, City/Town boundaries established by the §66.023 Cooperative Plan become the permanent boundaries between the City and Town. Those permanent boundaries are described on Exhibits A and B attached hereto and incorporated herein. The City shall not thereafter accept, process, or act upon any annexation petition submitted by Town property owner(s) and/or elector(s) unless authorized by resolution adopted by a majority vote of the Town Board of Town at a properly noticed and convened meeting of the Town Board of Town.

**SECTION 2
INCORPORATION OF TOWN CENTER**

The City will not oppose the incorporation of the Town Center under the standards of Wis. Stats., §66.013-66.019, as they now exist. The location of the Town Center shall be west of the west line of U.S. Public Land Survey Sections 3, 10, 15, 22, 27, and 34 Town 01 North and Range 21 East, which is further described the map in Exhibit C attached hereto and incorporated herein. The Town shall not seek or use special legislation to permit Town incorporation without the permission of Common Council of City.

SECTION 3
EXTRATERRITORIAL ZONING, LAND DIVISION, CONDOMINIUM PLATTING,
AND OFFICIAL MAPPING CONTROLS IN TOWN OUTSIDE THE CITY GROWTH AREA

The City will not exercise any extraterritorial zoning except for the Airport Overlay District Zoning Ordinance adopted pursuant to Section 114.136 of the Wisconsin Statutes, land division, condominium platting, and official mapping controls in Town outside the City Growth Area. The City may review and comment but may not disapprove land divisions within Town but outside the City Growth Area, which are contiguous to the City Growth Area.

SECTION 4
NO CHALLENGES TO THIS AGREEMENT

The City and Town hereby waive any right each may have to commence or maintain any civil action or other proceeding to contest, invalidate or challenge this Agreement or any of the actions required or contemplated by this Agreement, or to take any actions, either directly or indirectly, to oppose in any other way, or to initiate, promote or support the opposition of this Agreement or any of the actions required or contemplated by this Agreement.

SECTION 5
NO THIRD PARTY BENEFICIARY

This Agreement is intended to be solely between City and Town. Nothing in this Agreement shall be interpreted as giving to any person or entity, not a part to this Agreement any legal or equitable rights whatsoever.

SECTION 6
ADMINISTRATION OF THIS AGREEMENT

This Agreement shall be administered on behalf of the City, by the City Administrator or designee and on behalf of Town by the Town Administrator or designee. The appointment of a designee must be in writing, and the other party to this Agreement must be notified in writing of the appointment.

SECTION 7
ENFORCEMENT

7.1 Remedies. This Agreement is intended to provide each party with the right and standing to challenge in Court any act or omission which violates this Agreement. This Agreement is intended to provide each party with the right and standing to seek any available legal or equitable remedy to enforce this Agreement and to seek damages for the breach of this Agreement.

7.2 Notice of Breach/Dispute Resolution. If a party to this Agreement believes that the other party is in breach of this Agreement, the aggrieved party shall promptly serve written notice of said breach upon the other party. The parties shall meet promptly thereafter and shall endeavor in good faith to resolve any dispute amicably. If the initial meeting fails to resolve the dispute, the parties shall meet again within thirty (30) days after service of the written notice. Failure or refusal of a party to meet promptly and attempt in good faith to resolve any dispute shall be deemed a waiver by such party of any right to recover any litigation expenses or attorney fees other than statutory costs; provided, however, that good faith shall not require an amendment of this Agreement. This subparagraph is intended by the parties to waive their respective statutory right to any further notice under Subsection 893.80(1)(a), Wisconsin Statutes, to the extent such subsection is applicable.

7.3 Limitation on Commencement of Civil Action. No civil action may be commenced until after thirty (30) days from the effective date of written notice required of this Agreement, except that a party may commence an action seeking specific performance or injunctive relief in less than thirty (30) days if, in that party's good faith judgment, such an action is necessary to protect the public health, safety or welfare.

7.4 Fees and Costs to Prevailing Party. Except as otherwise provided in this Agreement, the prevailing party in any action concerning an alleged breach of this Agreement shall be entitled to recover from the other party its reasonable costs and expenses of litigation, including reasonable actual attorney's fees.

SECTION 8 AMENDMENT

This Agreement may be amended by mutual agreement approved by the governing bodies of the parties and signed by appropriate officers of the parties. Either party may withhold its consent to any amendment for any reason.

SECTION 9 TERM

The term of this Agreement is indefinite and permanent, and shall be incorporated into the proposed Section 66.023 Cooperative Plan between the City and Town. No breach or violation of any of the terms of this Agreement by either party shall operate to void or terminate or provide grounds for termination of this Agreement, it being the intent of the parties that the provisions of this Agreement shall be subject to specific performance, that injunctive relieve shall be provided to cure any breaches prospectively, and that damages shall be awarded to redress any harm occasioned by a breach.

SECTION 10 GOOD FAITH

The parties hereby acknowledge that this Agreement imposes on them a duty of good faith and fair dealing.

SECTION 11 SEVERABILITY

11.1 The provision of this Agreement, and the individual parts of each such provision, shall be severable. In the event that any provision of this Agreement, or any part thereof, is held by a Court of competent jurisdiction to be invalid or ineffective, the balance of this Agreement shall survive. In such event, the parties shall promptly meet to discuss how they might satisfy the intent of this Agreement by alternative means.

11.2 The parties shall use their best efforts to find, design and implement a means of successfully accomplishing the intent of this Agreement. If necessary, the parties shall negotiate appropriate amendments of this Agreement to maintain, as closely as possible, the original terms, intent and balance of benefits and burdens of this Agreement. In the event the parties are not able to reach agreement in such situation, either party may, by thirty (30) days written notice to the other, require submission of such dispute to the Circuit Court for determination. Town and City shall each pay their fees and expenses for such action.

SECTION 12 INVALID OR INEFFECTIVE ORDINANCE OR DECISION

In the event that any ordinance which Town is required to enact and/or enforce by this Agreement, is adjudged by any Court of competent jurisdiction to be invalid or ineffective, in whole or in part, the parties shall promptly meet to discuss how the Town might satisfy the intent of this Agreement by alternative means, including, without limitation, enacting another ordinance designed to satisfy the Court's objections. Town shall use its best efforts to find, design and implement a means of successfully accomplishing the intent of this Agreement. If necessary, the parties shall negotiate appropriate amendments of this Agreement to maintain, as closely as possible, the original terms, intent and balance of benefits and burdens of this Agreement. In the event the parties are not able to reach agreement in such situation, either party may, by thirty (30) days written notice to the other, require submission of such dispute to an impartial arbitrator, to be mutually selected by the parties during such thirty (30) day period, for binding arbitration.

SECTION 13 EFFECTIVE DATE

This Agreement shall take effect upon the last to occur of the following events:

- (a) Approval of this Agreement by the governing bodies of the parties;
- (b) The signing of this Agreement by the appropriate officers of the parties.
- (c) Upon the §66.023 Cooperative Plan between City and Town being approved by the State of Wisconsin Department of Administration and becoming final in all respects.

SECTION 14 SUCCESSORS

This Agreement shall benefit and be binding upon the successors of Town and City.

SECTION 15 IMPLEMENTATION

Town and City shall each take such actions as may be necessary or desirable to implement and effectuate the provisions and intent of this Agreement.

SECTION 16 REFERENCES

Any references in this Agreement to any particular agency, organization or official shall be interpreted as applying to any successor agency, organization or official or to any other agency, organization or official to which contemplated functions are transferred by statute or ordinance. Any references in this Agreement to any particular statute or ordinance shall be interpreted as applying to such statute or ordinance as amended from time to time.

SECTION 17 PARAGRAPH TITLES

Paragraph titles in this Agreement are provided for convenience only and shall not be used in interpreting this Agreement.

SECTION 18 INTERPRETATION

This Agreement shall be interpreted as though jointly drafted by the parties.

**SECTION 19
NOTICES**

All notices required by or relating to this Agreement shall be in writing. Each notice shall specifically refer to this Agreement by name and shall refer specifically to the number of the paragraph(s) or subparagraph(s) to which the notice relates. Any such notice shall be delivered in person to the Clerk of the party receiving the notice, or to the person apparently in charge of the Clerk's office during normal business hours, or shall be mailed to such Clerk by certified mail, return receipt requested. Each notice to Town shall be addressed as follows: Clerk, Town of Bristol, 83rd Street and 198th Avenue, Wisconsin, 53104-0187. Each notice to City shall be addressed as follows: City Clerk, City of Kenosha, 625 - 52nd Street, Kenosha, Wisconsin 53140. Each party may change its address (or add addresses for facsimile, electronic mail or other communications media), for purposes of this Agreement, by written notice to the other party pursuant to this paragraph. Each notice shall be effective upon delivery in person, or mailing or upon actual receipt without regard to the method of transmission, whichever occurs first.

IN WITNESS WHEREOF, the parties certify that this Agreement has been duly approved by their respective governing bodies in accordance with State and local laws, rules and regulations, and each party has caused their duly authorized officers to execute this Agreement on the dates written below their respective signatures.

CITY OF KENOSHA

By: _____
John M. Antaramian, Mayor

Date: _____

Attest: _____
Jean A. Morgan, Clerk

Date: _____

STATE OF WISCONSIN)
) ss
COUNTY OF KENOSHA)

The foregoing Agreement was acknowledged before me this ____ day of _____, 2000 by John M. Antaramian, Mayor, and Jean A. Morgan, Clerk, of the City of Kenosha.

Notary Public, State of Wisconsin

My commission: _____

TOWN OF BRISTOL

By: _____
Shirley B. Davidson, Chair

Date: _____

Attest: _____
Amy Klemko, Clerk

Date: _____

STATE OF WISCONSIN)
) ss
COUNTY OF KENOSHA)

The foregoing Agreement was acknowledged before me this ____ day of _____, 2000 by Shirley B. Davidson, Chair, and Amy Klemko, Clerk, of the Town of Bristol.

Notary Public, State of Wisconsin

My commission: _____

EXHIBIT A

LEGAL DESCRIPTION OF TOWN TERRITORY PERMANENTLY OUTSIDE OF THE CITY AND DEFINING THE PERMANENT CITY/TOWN BOUNDARIES

U.S. Public Land Survey Town 1N, R21E excluding the areas described below as parts of the City Growth Area and the Village of Pleasant Prairie Growth Area.

CITY GROWTH AREA

Parts of Sections 1, 2, 3, 10, 11, 12, T1N, R21E, Town of Bristol, Kenosha County, Wisconsin described as:

Commencing at the NW corner of said Section 1;

Thence westerly along the north line of said Sections 1, 2 and 3 to the westerly right-of-way line of CTH MB;

Thence southerly along said westerly right-of-way to the northerly right-of-way of STH 50;

Thence southerly across said right-of-way to the southerly right-of-way line of STH 50;

Thence easterly along the said southerly right-of-way to the east line of said Section 12;

Thence northerly along said east line and the east line of said Section 1 to the NW corner of said Section 1.

Excluding part of the SE 1/4 of said Section 3, and being more particularly described as: Commencing on the South line of said 1/4 section at a point 231 feet S 88°21'44" W from the SE corner of said 1/4 section, the point of beginning;

Thence S 88°21'44" W along the South line of said 1/4 section 296.705 feet and to a point that is 786.5 feet N 88°21'44" E from the SW corner of the SE 1/4 of said SE 1/4;

Thence N 2°16'12" W parallel to the West line of the SE 1/4 of said SE 1/4, 432.83 feet;

Thence N 88°21'44" E parallel to the South line of said 1/4 section 526.42 feet and to the East line of said 1/4 section;

Thence S 2°26'26"E along said East line 150 feet and to a point that is 282.85 feet N2°26'26"W from the SE corner of said 1/4 section;

Thence S 88°21'44" W parallel to the South line of said 1/4 section 231 feet;

Thence S 2°26'26" E parallel to the East line of said 1/4 Section 282.85 feet to the point of beginning.

VILLAGE GROWTH AREA

Part of Sections 13, 24, and 25, Town 1 North, Range 21 East, Kenosha County, Wisconsin described as:

That part of the SE 1/4 of Section 13 T1N, R21 E located South of the Centerline of CTH "C".

The E 1/2 of Section 24 T1N, R21 E.

The E 1/2 of the W 1/2 of Section 24, T1N, R21 E.

The NE 1/4 of Section 25 T1N, R21 E.

The E 1/2 of the NW 1/4 of Section 25 T1N, R21 E.

The East 42 acres of the W 1/2 of the NW 1/4 of Section 25 T1N, R21 E also known as parcel 4-0121-25-252-0201.

The N 1/2 of the SE 1/4 of Section 25, T1N, R21 E.

The NE 1/4 of the SW 1/4 of Section 25, T1N, R21 E.

The part of the SW 1/4 of the SE 1/4 of Section 25, T1N, R21 E known as Lot A and Lot B of Certified Survey Map 603 a recorded survey in Kenosha County along with the adjacent highway right-of-way between said CSM and the East line of said Section 25.

EXHIBIT B

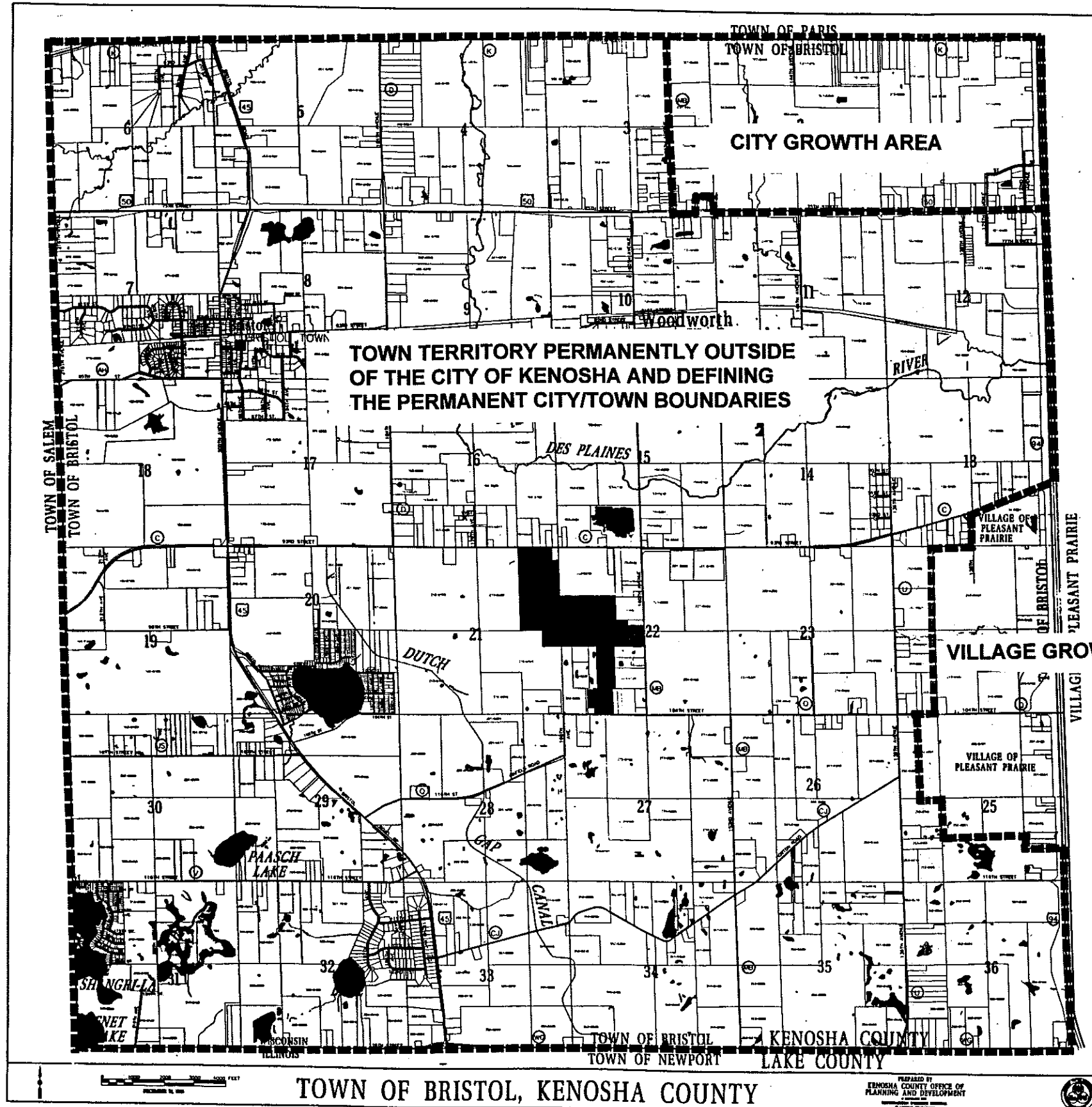
MAP OF TOWN TERRITORY PERMANENTLY OUTSIDE OF THE CITY OF KENOSHA AND DEFINING THE PERMANENT CITY/TOWN BOUNDARIES

LEGEND

——— PARCEL BOUNDARIES



Source: Kenosha County Office of Planning and Development
and Meehan & Company, Inc.



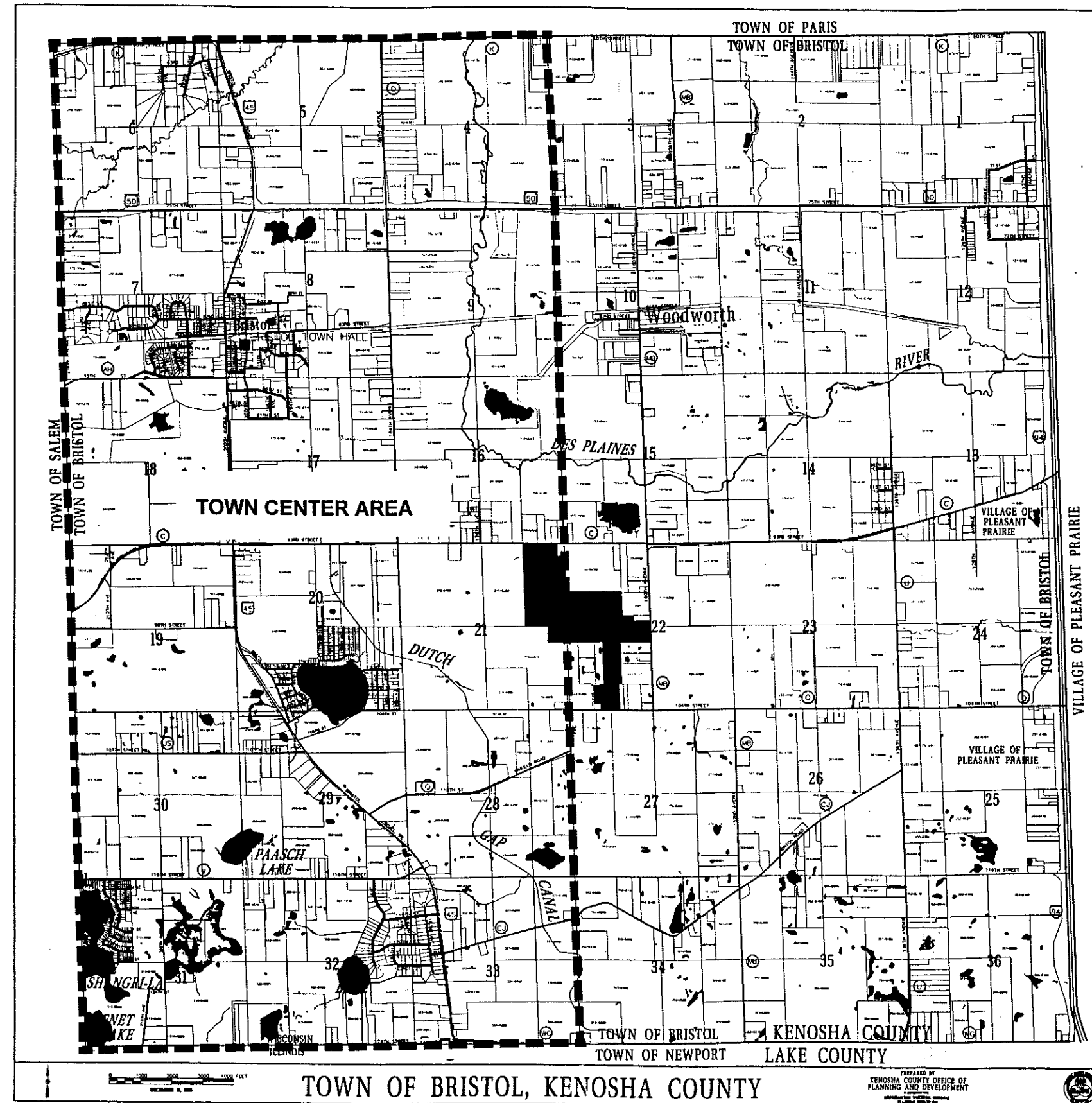


EXHIBIT C

MAP OF TOWN CENTER AREA LOCATED WEST OF THE WEST LINE OF
U.S. PUBLIC LAND SURVEY SECTIONS 3, 10, 15, 22, 27, AND 34
TOWN 01 NORTH, RANGE 21 EAST



Source: Kenosha County Office of Planning and Development
and Meehan & Company, Inc.

ATTACHMENT "H"

LEGAL DESCRIPTION OF INITIAL ATTACHMENT OF TERRITORY

That part of Sections 1& 12, T1N, R21E, Town of Bristol, Kenosha County, Wisconsin, described as:

The SE 1/4 of Section 1 and the NE 1/4 of Section 12 north of the south right-of-way of 75th St. excluding the area described as:

Commencing at the SW corner of the SE 1/4 of Section 1, the point of beginning; thence northerly along the west line of said SE 1/4 905.0 feet; thence east 488.92 feet to the NW corner of Kenosha County CSM 1235; thence S0 0'00"E 763 feet along the westerly line of said CSM to the SW corner of said CSM, thence continue south to the south right-of-way of 75th St; thence N90 0'00"E 150.01 feet along the southerly right-of-way; thence northerly to the SE corner of said CSM thence N 0 0'00" E 771.0 feet along the easterly line of said CSM and its extension; thence east 296 feet to the westerly right of way of 125th avenue; thence southerly along said westerly right-of-way to the northerly right-of-way of 75th Street; thence continue southerly to the south right-of-way of 75th St; thence westerly to a point directly south of the SW corner of said 1/4 section; thence northerly to said SW corner, the point of beginning.

Also, the parts of the NE 1/4 of Section 1 described as:

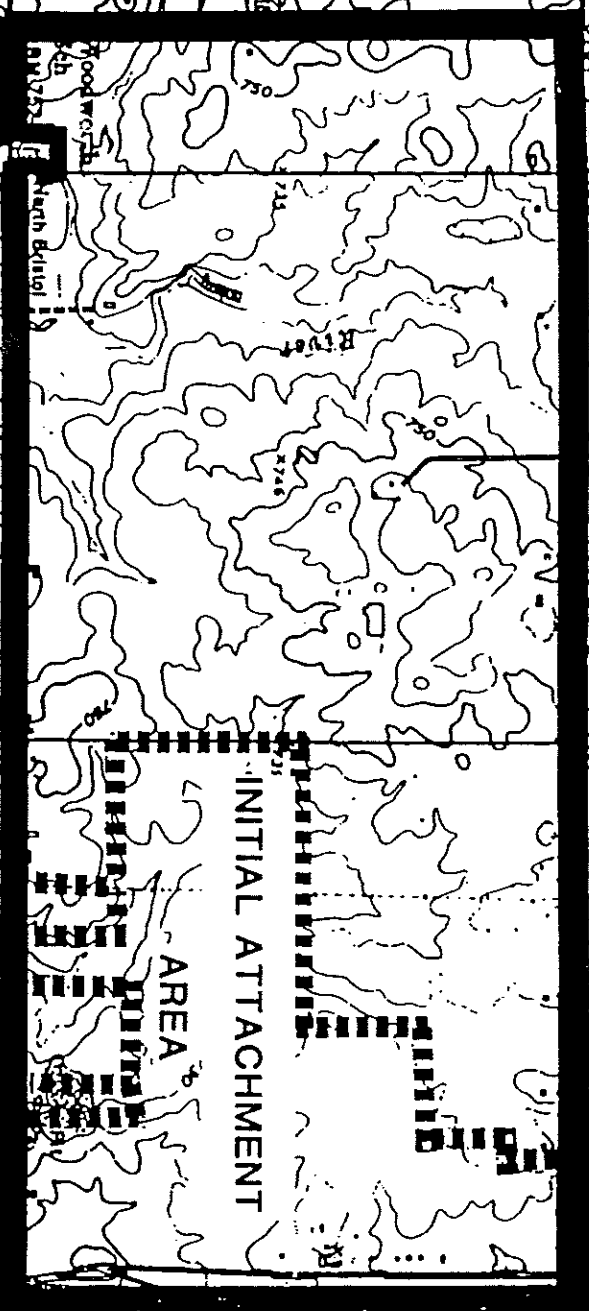
Commencing at the SE corner of said NE 1/4, the point of beginning; Thence S88 57' 55"W 2626.34 feet along the south line of said NE 1/4 to the SW corner of said 1/4 section; thence N 147'34" W along the west line of said 1/4 section 1,317.86; thence N 89 50'04"E 1165.75 feet; thence N 2 05'48"W, 238.00 feet; thence continuing N 2 05'48" W 654.75 feet; thence easterly 187.75 feet; thence northerly 624.0 feet to the north line of said NE 1/4; thence easterly 1266.50 feet along said north line to the NE corner of said section; thence southerly to the point of beginning.

Also, the SW 1/4 of Section 1 and the NW 1/4 of Section 12 north of the south right-of-way of 75th St excluding the area described as:

Commencing at the SW corner of said SW 1/4, the point of beginning; thence southerly to the south right-of-way of 75th St; thence easterly along the southerly right-of-way to a point directly south of the SE corner of said SW 1/4; thence north to said SE corner; thence continue north along the east line of said SW 1/4 905 feet; thence N89 59'01"W 575.47 feet; thence S00 20'34"E to the southerly right-of-way of 75th St; thence N89 53'58"W 340 feet along said southerly right-of-way; thence N00 20'34"W to the northerly right-of-way of 75th Street; thence continue N00 20'34"W 673.6 feet; thence N89 53'58"W 265.8 feet; thence S 00 33'26" E 676.35 feet to the northerly right-of-way of 75th St; thence continue S 00 33'26" E to the southerly right-of-way; thence N89 53'58"W 33 feet along said southerly right-of-way; thence N0 33'26"W to said northerly right-of-way; thence continue N0 33'26"W 657.67 feet; thence N89 53'58"W 1423.4 feet to the westerly line of said SW 1/4; thence S00 20'34"E along said westerly line to the point of beginning.

ATTACHMENT "1"

MAP OF INITIAL ATTACHMENT OF TERRITORY



TOWN OF BRISTOL

STH50

INITIAL ATTACHMENT

AREA

CITY OF

KENOSHA

Source: Strand Associates, Inc.



194

ATTACHMENT "J"

[Attachment Omitted]

ATTACHMENT "K"

[Attachment Omitted]

ATTACHMENT "L-1"

SUMMARY OF SIGNIFICANT HOUSING CONDITIONS & TRENDS
KENOSHA COUNTY
NOVEMBER 1998

**SUMMARY OF
SIGNIFICANT HOUSING CONDITIONS & TRENDS**

KENOSHA COUNTY

**Wisconsin Department of Administration
Division of Housing
November 1998**

NOTES

This document is a summary of certain housing and population data for Kenosha County, Wisconsin. The Division of Housing has drawn most of this data from the U.S. Census Bureau's decennial censuses, but more recent data (building permits, assisted housing) are also included.

We offer comparative data in several ways to assist you in judging the relative status of this county among the 72 counties of Wisconsin:

- *Over time:* If the data is comparable, we provide U.S. Census data from the 1970, 1980 and 1990 Censuses.
- *By rank:* All rankings are from largest to smallest. For example, the county with the most housing units is ranked "1", the one with the least is "72."
- *Metropolitan and non-metropolitan counties:* Wisconsin has 20 designated metropolitan counties currently (see endnote for list)¹; the other 52 are described as non-metropolitan. We have aggregated the data for these two county groupings and present the appropriate one. Because the number of metropolitan counties has changed after each Census (14 after 1970, 19 after 1980), we do not include totals for comparison, but we do provide percentages or medians as they related to the group at the time.

If you have questions or require additional information, contact:

Housing Information Service
Wisconsin Division of Housing
P.O. Box 8944
Madison, WI 53708-8944
608-267-6903 (voice); 608-267-6917 (fax)
dohweb@doa.state.wi.us (e-mail)

SUMMARY OF SIGNIFICANT HOUSING CONDITIONS & TRENDS

Kenosha County

HOUSING DATA

HOUSING UNITS		1970	1980	1990
County	# of units	39,110	47,506	51,262
	Rank among all counties	8	8	9
	% change	n/a	21.5%	7.9%
	Rank among all counties	n/a	60	49
State	# of units	1,472,466	1,863,857	2,055,774
	% change	n/a	26.6%	10.3%

HOUSING TYPE (1990)	County		Metro WI Counties		State	
	# of Units	% of Units	# of Units	% of Units	# of Units	% of Units
Single-family	35,203	68.7%	824,980	63.2%	1,392,610	67.7%
Multifamily	13,796	26.9%	437,742	33.5%	533,837	26.0%
Mobile homes	1,666	3.2%	26,822	2.1%	101,149	4.9%
Other	597	1.2%	15,774	1.2%	28,178	1.4%
Total	51,262		1,305,318		2,055,774	

NOTE: Census information on housing type for 1980 and earlier is not comparable.

HOUSING TENURE		1970		1980		1990	
		#	Percent	#	Percent	#	Percent
County	Owner-occupied	24,861	70.1%	30,367	70.5%	32,368	68.8%
	Renter-occupied	10,607	29.9%	12,697	29.5%	14,661	31.2%
Metro WI Counties	Owner-occupied	n/c	63.4%	n/c	64.4%	772,413	63.1%
	Renter-occupied	n/c	36.6%	n/c	35.6%	452,013	36.9%
State	Owner-occupied	918,204	69.1%	1,127,367	68.2%	1,215,350	66.7%
	Renter-occupied	410,600	30.9%	524,935	31.8%	606,768	33.3%

VACANT HOUSING (1990)	Seasonal Units				Vacancy Rates	
	Vacant Units	Seasonal Use	% Seasonal of all Units	Rank all counties	Owner	Renter
County	4,233	2,275	4.4%	39	1.1%	5.0%
Metro WI Counties	61,815	15,968	1.2%		0.9%	4.2%
State	233,656	150,601	7.3%		1.2%	4.7%
HUD Adequate Rate*					1.5%	5.0%

*to assure consumers an adequate choice of housing

BUILDING PERMITS	1991	1992	1993	1994	1995	1996	1997
County	1,044	1,215	975	851	784	1,117	776
<i>Rank</i>	7	8	9	11	11	7	11
Metro WI Counties	17,516	22,619	22,538	22,391	20,428	21,178	20,453
State	25,963	32,530	33,510	34,644	32,434	33,326	31,953

NOTE: Totals are for the number of housing units authorized, not the number of building permits issued.

MEDIAN RENT		1970	1980	1990
County	Median Rent	\$92	\$191	\$347
	<i>Rank among all counties</i>	7	7	7
	% change/yr.	n/a	10.8%	8.2%
	<i>Rank among all counties</i>	n/a	60	12
Metro WI Counties	Median Rent	\$100	\$196	\$356
	% change/yr.	n/a	9.6%	8.2%
State	Median Rent	\$91	\$186	\$331
	% change/yr.	n/a	10.0%	7.8%

HOUSING VALUE		1970	1980	1990
County	Median Value	\$16,700	\$48,400	\$65,100
	<i>Rank among all counties</i>	11	10	10
	% change/yr.	n/a	19.0%	3.5%
	<i>Rank among all counties</i>	n/a	59	13
Metro WI Counties	Median Value	\$19,600	\$52,700	\$68,300
	% change/yr.	n/a	16.9%	3.0%
State	Median Value	\$17,300	\$48,600	\$62,500
	% change/yr.	n/a	18.1%	2.9%

NOTE: Median value is based on the Census definition for "specified owner-occupied units," which are single-family homes (including condominiums), occupied by the owner or vacant for sale, on less than ten acres without a business or medical office on the property.

ASSISTED RENTAL HOUSING	1982			1992				1997			
	Total	Elderly	Family	Total	Elderly	Family	Disabled	Total	Elderly	Family	Disabled
County											
# of units	1,474	930	544	2,273	1,007	1,144	122	2,312	973	1,217	122
% of assisted units		63%	37%		44%	50%	5%		42%	53%	5%
State											
# of units	59,725	36,901	22,824	81,873	44,081	34,398	3,394	81,814	43,041	35,321	3,452
% of assisted units		62%	38%		54%	42%	4%		53%	43%	4%

AGE OF HOUSING	Median Year Structure Built		Percent of occupied units in structures more than 40 years old	
	1990		1980	1990
County	1958		33%	37%
<i>Rank among all counties</i>	46		59	48
Metro WI Counties	1959		32%	35%
State	1960		37%	37%

SUBSTANDARD HOUSING		1980		1990	
		# of sub-standard units	Percent of all units	# of sub-standard units	Percent of all units
County	All housing	2,219	5.2%	2,874	6.1%
	Owner-occupied	1,285	4.2%	1,833	5.7%
	Renter-occupied	934	7.4%	1,041	7.1%
Metro WI Counties	All housing	n/c	7.1%	93,208	7.5%
	Owner-occupied	n/c	6.5%	60,374	7.7%
	Renter-occupied	n/c	8.2%	32,834	7.2%
State	All housing	121,574	7.4%	148,152	8.1%
	Owner-occupied	77,603	6.9%	103,170	8.5%
	Renter-occupied	43,971	8.4%	44,982	7.4%

POPULATION DATA

POPULATION		1970	1980	1990	1998 (est.)
County	# of persons	117,917	123,137	128,181	141,474
	Rank among all counties	9	9	9	9
	% change	n/a	4.4%	4.1%	7.7%
	Rank among all counties	n/a	56	32	12
	% change	n/a	56	32	12
Metro WI Counties	# of persons	n/c	n/c	3,331,172	3,569,513
	% change	n/c	n/c	n/a	7.2%
State	# of persons	4,417,821	4,705,335	4,891,769	5,234,350
	% change	n/a	6.5%	3.9%	7.0%

1998 estimate is from Wisconsin Demographic Services Center.

MEDIAN AGE	1970	1980	1990
County	26.9	29.4	32.5
Metro WI Counties	26.5	28.2	32.3
State	27.2	28.7	32.9

RACE/ETHNICITY (1990)		White (non-Hispanic)	Black (non-Hispanic)	Hispanic (all races)	Native American (non-Hispanic)	Asian/Pacific Islander	Other (non-Hispanic)
County	# of persons	116,223	5,190	5,580	443	652	93
	% of total pop.	90.7%	4.0%	4.4%	0.3%	0.5%	0.1%
Metro counties	# of persons	2,946,374	237,384	81,201	18,765	45,539	1,909
	% of total pop.	88.4%	7.1%	2.4%	0.6%	1.4%	0.1%
State	# of persons	4,464,677	241,697	93,194	37,769	52,284	2,148
	% of total pop.	91.3%	4.9%	1.9%	0.8%	1.1%	<0.1%

HOUSEHOLDS		1970	1980	1990
County	# of households	35,468	43,064	47,029
	% change	n/a	21.4%	9.2%
	Avg. HH Size	3.27	2.80	2.67
	% change	n/a	-14.4%	-4.6%
Metro WI Counties	Avg. HH Size	3.20	2.75	2.61
	% change	n/a	-14.1%	-5.1%
State	# of households	1,328,804	1,652,354	1,822,118
	% change	n/a	24.3%	10.3%
	Avg. HH Size	3.20	2.77	2.61
	% change	n/a	-13.4%	-5.8%

MEDIAN INCOMES		1969	1979	1989
County	Median Household Income	\$9,020	\$20,084	\$30,638
	Rank among all counties	7	6	12
	% change/yr.	n/a	12.3%	5.3%
	Rank among all counties	n/a	29	69
State	Median Household Income	\$8,997	\$17,687	\$29,442
	% change/yr.	n/a	9.6%	6.6%

¹ Metro Wisconsin Counties" are those in Metropolitan Statistical Areas as designated by the federal Office of Management and Budget (after the 1990 Census), and the Department of Commerce (after the 1970 and 1980 Censuses).

For the 1970 Census, metropolitan counties in Wisconsin were:

Brown	Calumet	Dane	Douglas	Kenosha	La Crosse	Milwaukee
Outagamie	Ozaukee	Racine	St. Croix	Washington	Waukesha	Winnebago

For the 1970 Census, non-metropolitan counties in Wisconsin were:

Adams	Ashland	Barron	Bayfield	Buffalo	Burnett	Chippewa	Clark	Columbia	Crawford
Dodge	Door	Dunn	Eau Claire	Florence	Fond du Lac	Forest	Grant	Green	Green Lake
Iowa	Iron	Jackson	Jefferson	Juneau	Kewaunee	Lafayette	Langlade	Lincoln	Manitowoc
Marathon	Marinette	Marquette	Menominee	Monroe	Oconto	Oneida	Pepin	Pierce	Polk
Portage	Price	Richland	Rock	Rusk	Sauk	Sawyer	Shawano	Sheboygan	Taylor
Trempealeau	Vernon	Vilas	Walworth	Washburn	Waupaca	Waushara	Wood		

After the 1980 Census, the following counties were defined as metropolitan: Chippewa, Eau Claire, Marathon, Rock, Sheboygan.

After the 1990 Census, the following county was defined as metropolitan: Pierce. Currently, there are 20 metropolitan and 52 non-metropolitan Wisconsin counties.

County LMI

KENOSHA COUNTY and WISCONSIN									
LMI HOUSEHOLDS, BASED ON 1990 U.S. CENSUS									
(Special HUD Tabulation)									
COUNTY	All Households		Renters		Owners				
% of HAMFI	#	%	#	%	#	%			
0-30%	4,493	10%	2,975	21%	1,518	5%			
31-50%	4,657	10%	2,327	16%	2,330	7%			
51-80%	8,438	18%	3,318	23%	5,120	16%			
81-95%	4,788	10%	1,442	10%	3,346	10%			
Above 95%	24,635	52%	4,394	30%	20,241	62%			
TOTAL	47,011		14,456		32,555				
LMI	17,588	37%	8,620	60%	8,968	28%			
STATE	All Households		Renters		Owners				
% of HAMFI	#	%	#	%	#	%			
0-30%	195,533	11%	128,020	21%	67,513	5%			
31-50%	208,020	11%	105,166	18%	102,854	8%			
51-80%	337,036	18%	137,981	23%	199,055	16%			
81-95%	174,272	10%	57,415	10%	116,857	10%			
Above 95%	909,391	50%	167,156	28%	742,235	60%			
TOTAL	1,824,252		595,738		1,228,514				
LMI	740,589	41%	371,167	62%	369,422	30%			
HAMFI - HUD Adjusted Median Family Income; in 1989, the county's HAMFI was \$35,657.									
LMI = Low- and moderate-income = 0-80% of HAMFI									

County LMI

KENOSHA COUNTY and WISCONSIN												
Households with Housing Cost Burdens (Percent of Income Paid Toward Housing)												
(Special HUD Tabulation, based on 1990 U.S. Census)												
COUNTY	All Households				Renter Households				Owner Households			
	Total	#	%	Paying >50% of inc.	Total	#	%	Paying >30% of inc.	Total	#	%	Paying >50% of inc.
% of HAMFI												
0-30%	4,493	3,496	78%	2,663	2,975	2,351	79%	1,949	1,518	1,145	75%	714
31-50%	4,657	2,738	59%	859	2,327	1,605	69%	459	2,330	1,133	49%	400
51-80%	8,438	2,221	26%	285	3,318	944	28%	66	5,120	1,277	25%	219
81-95%	4,788	651	14%	45	1,442	64	4%	10	3,346	587	18%	35
Above 95%	24,635	804	3%	39	4,394	25	1%	0	20,241	779	4%	39
TOTAL	47,011	9,910	21%	3,891	14,456	4,989	35%	2,484	32,555	4,921	15%	1,407
LMI	17,588	8,455	48%	3,807	8,620	4,900	57%	2,474	8,968	3,555	40%	1,333
STATE	All Households				Renter Households				Owner Households			
	Total	#	%	Paying >50% of inc.	Total	#	%	Paying >30% of inc.	Total	#	%	Paying >50% of inc.
% of HAMFI												
0-30%	195,533	150,514	77%	107,595	128,020	97,846	76%	75,045	67,513	52,668	78%	32,550
31-50%	208,020	116,766	56%	31,580	105,166	70,010	67%	17,552	102,854	46,756	45%	14,028
51-80%	337,036	83,047	25%	11,815	137,981	35,777	26%	2,509	199,055	47,270	24%	9,306
81-95%	174,272	20,800	12%	2,199	57,415	3,085	5%	176	116,857	17,715	15%	2,023
Above 95%	909,391	37,043	4%	3,867	167,156	1,849	1%	80	742,235	35,194	5%	3,787
TOTAL	1,824,252	408,170	22%	157,056	595,738	208,567	35%	95,362	1,228,514	199,603	16%	61,694
LMI	740,589	350,327	47%	150,990	371,167	203,633	55%	95,106	369,422	146,694	40%	55,884
HAMFI - HUD Adjusted Median Family Income												
LMI = Low- and moderate-income = 0-80% of HAMFI												

Kenosha County

Elderly		Problems	Percent
0 to 30% HAMFI	857	549	64%
31 to 50% HAMFI	749	428	57%
51 to 80% HAMFI	559	249	45%
81 to 95% HAMFI	198	15	8%

Non-Elderly		Non-elderly	
0 to 30% HAMFI	2,118	1,848	87%
31 to 50% HAMFI	1,578	1,240	79%
51 to 80% HAMFI	2,759	890	32%
81 to 95% HAMFI	1,251	110	9%
96 to 100% HAMFI	1,000	100	10%
Total	8,714	4,388	50%
0 to 30% HAMFI	666	517	78%
31 to 50% HAMFI	910	609	67%
51 to 80% HAMFI	2,571	1,150	45%
81 to 95% HAMFI	2,289	567	25%
96 to 100% HAMFI	1,000	100	10%
Total	13,436	6,093	45%

Total Households		Total Households	
0 to 30% HAMFI	2,975	2,397	81%
31 to 50% HAMFI	2,327	1,668	72%
51 to 80% HAMFI	3,318	1,139	34%
81 to 95% HAMFI	1,419	195	9%

Housing Problems are:

- Source: HUD CHAS Database, based on 1990 Census

FOUR COUNT HOUSING DISTRIBUTION--1990

Percent of Minority Households with One or More Housing Problems

Kenosha County

All Minority Black Hispanic
Households Households Households

Owner Households	All Minority Households	Black Households	Hispanic Households
Total	16.6%	30.7%	31.1%
0 to 30% HAMFI	76.7%	83.5%	94.9%
31 to 50% HAMFI	49.6%	62.4%	30.2%
51 to 80% HAMFI	27.3%	50.0%	38.9%

Renter Households	All Minority Households	Black Households	Hispanic Households
Total	37.7%	60.3%	63.3%
0 to 30% HAMFI	80.6%	96.7%	93.3%
31 to 50% HAMFI	71.7%	87.5%	92.0%
51 to 80% HAMFI	34.3%	36.5%	50.5%

HAMFI - HUD Adjusted Median Family Income

Housing Problems are:

1. Households lacking a complete kitchen.
2. Households lacking complete plumbing.
3. Households having more than 1.01 persons per room (overcrowding).
4. Households paying more than 30% of income for housing costs.

Source: HUD CHAS Databook, based on 1990 Census

FOUR COUNT HOUSING DISTRIBUTION-1990 (Households with One or More Housing Problems)

Kenosha City

Owner Households	Total		# with housing problems	% with housing problems

Elderly				
0 to 30% HAMFI	525	408	78%	
31 to 50% HAMFI	850	321	38%	
51 to 80% HAMFI	1,720	132	8%	
81 to 95% HAMFI	709	34	5%	

Non-elderly				
0 to 30% HAMFI	396	300	76%	
31 to 50% HAMFI	523	355	68%	
51 to 80% HAMFI	1,496	715	48%	
81 to 95% HAMFI	1,423	315	22%	

Total Households				
0 to 30% HAMFI	921	708	77%	
31 to 50% HAMFI	1,373	676	49%	
51 to 80% HAMFI	3,216	847	26%	
81 to 95% HAMFI	2,132	349	16%	

<i>Renter Households</i>	Total		# with housing problems	% with housing problems

Elderly				
0 to 30% HAMFI	725	459	63%	
31 to 50% HAMFI	614	358	58%	
51 to 80% HAMFI	454	204	45%	
81 to 95% HAMFI	136	5	4%	

Non-Elderly				
0 to 30% HAMFI	1,826	1,590	87%	
31 to 50% HAMFI	1,290	1,045	81%	
51 to 80% HAMFI	2,110	610	29%	
81 to 95% HAMFI	853	88	10%	

Total Households				
0 to 30% HAMFI	2,551	2,049	80%	
31 to 50% HAMFI	1,904	1,403	74%	
51 to 80% HAMFI	2,564	814	32%	
81 to 95% HAMFI	989	93	9%	

HAMFI - HUD Adjusted Median Family Income; in 1989, the county's HAMFI was \$35,657.

Housing Problems are:

1. Households lacking a complete kitchen.
2. Households lacking complete plumbing.
3. Households having more than 1.01 persons per room (overcrowding).
4. Households paying more than 30% of income for housing costs.

Source: HUD CHAS Databook, based on 1990 Census

FOUR COUNT HOUSING DISTRIBUTION--1990

Percent of Minority Households with One or More Housing Problems

Kenosha City

All Minority Households

Black Households

Hispanic Households

Owner Households	All Minority Households	Black Households	Hispanic Households
Total	16.0%	34.3%	34.1%
0 to 30% HAMFI	76.9%	51.7%	100.0%
31 to 50% HAMFI	49.2%	100.0%	47.5%
51 to 80% HAMFI	26.3%	64.6%	34.8%

Renter Households

Total	39.8%	60.9%	60.8%	64.5%
0 to 30% HAMFI	80.3%	97.2%	100.0%	92.9%
31 to 50% HAMFI	73.7%	87.2%	84.4%	93.7%
51 to 80% HAMFI	31.7%	34.4%	16.9%	50.6%

HAMFI - HUD Adjusted Median Family Income

Housing Problems are:

1. Households lacking a complete kitchen.
2. Households lacking complete plumbing.
3. Households having more than 1.01 persons per room (overcrowding).
4. Households paying more than 30% of income for housing costs.

Source: HUD CHAS Databook, based on 1990 Census

Kenosha Co

1990 Census of Population and Housing		Kenosha		Kenosha County		WISCONSIN		Urban		Urban WI	
Population and Housing Characteristics--Sample File (STF 3)		City		County		Percent		Wisconsin		Percent	
Kenosha County and Wisconsin (State and Urban Areas)		City		County		Percent		Wisconsin		Percent	
Population		94,378		128,181				4,891,769			3,211,956
Households		35,074		47,029				1,822,118			1,231,191
Total housing units		31,176		51,262				2,055,774			1,284,141
YEAR STRUCTURE BUILT											
1989 to March 1990		545	2%	991	2%			37,933	2%		22,981
1985 to 1988		1,072	3%	2,579	5%			119,036	6%		68,492
1980 to 1984		1,335	4%	2,590	5%			141,608	7%		73,909
1970 to 1979		5,181	17%	9,723	19%			433,401	21%		228,967
1960 to 1969		4,437	14%	7,642	15%			288,716	14%		191,688
1950 to 1959		5,124	16%	8,590	17%			277,876	14%		210,736
1940 to 1949		2,920	9%	5,238	10%			172,154	8%		122,474
1939 or earlier		10,562	34%	13,909	27%			585,050	28%		364,894
BEDROOMS											
No bedroom		336	1%	462	1%			32,684	2%		23,141
1 bedroom		4,228	14%	5,568	11%			223,931	11%		170,399
2 bedrooms		11,006	35%	17,309	34%			617,086	30%		401,937
3 bedrooms		12,268	39%	21,036	41%			830,527	40%		500,902
4 bedrooms		2,846	9%	5,787	11%			285,169	14%		158,922
5 or more bedrooms		492	2%	1,100	2%			66,377	3%		28,840
SELECTED CHARACTERISTICS											
Lacking complete plumbing facilities		95	0%	187	0%			29,777	1%		5,551
Lacking complete kitchen facilities		264	1%	367	1%			28,177	1%		8,889
Condominium housing units		199	1%	288	1%			34,714	2%		30,244

Kenosha Co

	Kenosha		Kenosha		WISCONSIN		Urban		Urban WI	
	City	Percent	County	Percent	WISCONSIN	Percent	Wisconsin	Percent	Urban	Percent
SOURCE OF WATER										
Public system or private company	30,932	99%	36,557	71%	1,367,925	67%	1,206,806	94%		
Individual drilled well	236	1%	13,877	27%	626,299	30%	72,975	6%		
Individual dug well	8	0%	684	1%	48,211	2%	3,681	0%		
Some other source	0	0%	144	0%	13,339	1%	679	0%		
SEWAGE DISPOSAL										
Public sewer	30,912	99%	42,692	83%	1,440,024	70%	1,245,227	97%		
Septic tank or cesspool	207	1%	8,021	16%	580,836	28%	36,490	3%		
Other means	57	0%	549	1%	34,914	2%	2,424	0%		
Occupied housing units	29,908		47,029		1,822,118		1,231,281			
HOUSE HEATING FUEL										
Utility gas	25,593	86%	39,084	83%	1,111,733	61%	947,914	77%		
Bottled, tank, or LP gas	169	1%	1,103	2%	152,823	8%	14,211	1%		
Electricity	2,282	8%	3,388	7%	168,615	9%	125,089	10%		
Fuel oil, kerosene, etc	1,456	5%	2,671	6%	265,600	15%	119,933	10%		
Coal or coke	0	0%	0	0%	787	0%	425	0%		
Wood	76	0%	370	1%	107,239	6%	10,305	1%		
Solar energy	7	0%	47	0%	713	0%	227	0%		
Other fuel	241	1%	280	1%	10,581	1%	9,506	1%		
No fuel used	84	0%	86	0%	4,027	0%	3,671	0%		
YEAR HOUSEHOLDER MOVED INTO UNIT										
1989 to March 1990	6,147	21%	8,596	18%	339,360	19%	265,675	22%		
1985 to 1988	8,415	28%	13,481	29%	491,040	27%	347,912	28%		
1980 to 1984	3,849	13%	6,105	13%	246,180	14%	155,872	13%		
1970 to 1979	5,166	17%	9,239	20%	367,476	20%	218,273	18%		
1960 to 1969	2,803	9%	4,451	9%	174,949	10%	115,953	9%		
1959 or earlier	3,528	12%	5,157	11%	203,113	11%	127,596	10%		
TELEPHONE										
No telephone in unit	1,313	4%	1,682	4%	50,840	3%	34,264	3%		

Kenosha Co

	Kenosha		Kenosha County	Percent	WISCONSIN	Urban		Urban WI
	City	Percent				Wisconsin	Percent	
VEHICLES AVAILABLE								
None	3,425	11%	3,999	9%	169,965	9%	145,956	12%
1	11,731	39%	16,229	35%	599,702	33%	453,032	37%
2	10,910	36%	18,638	40%	733,852	40%	470,287	38%
3 or more	3,842	13%	8,163	17%	318,599	17%	162,006	13%
MORTGAGE STATUS AND SELECTED MONTHLY OWNER COSTS								
Specified owner-occupied housing units	16,151		27,052		928,494		631,621	
With a mortgage	9,795	61%	16,886	62%	566,650	61%	390,890	62%
Less than \$300	122	1%	203	1%	13,342	1%	7,273	1%
\$300 to \$499	2,118	13%	3,184	12%	113,434	12%	69,991	11%
\$500 to \$699	3,979	25%	5,990	22%	175,512	19%	119,721	19%
\$700 to \$999	2,799	17%	5,338	20%	171,509	18%	124,388	20%
\$1,000 to \$1,499	621	4%	1,744	6%	71,953	8%	53,536	8%
\$1,500 to \$1,999	150	1%	341	1%	14,075	2%	10,761	2%
\$2,000 or more	6	0%	86	0%	6,825	1%	5,220	1%
Median (dollars)	\$635		\$670		\$678		\$697	
Not mortgaged	6,356	39%	10,166	38%	361,844	39%	240,731	38%
Less than \$100	25	0%	33	0%	2,855	0%	801	0%
\$100 to \$199	905	6%	1,563	6%	79,831	9%	38,355	6%
\$200 to \$299	3,820	24%	5,826	22%	179,465	19%	122,914	19%
\$300 to \$399	1,312	8%	2,107	8%	72,181	8%	56,433	9%
\$400 or more	294	2%	637	2%	27,512	3%	22,228	4%
Median (dollars)	\$258		\$260		\$251		\$265	

Kenosha Co

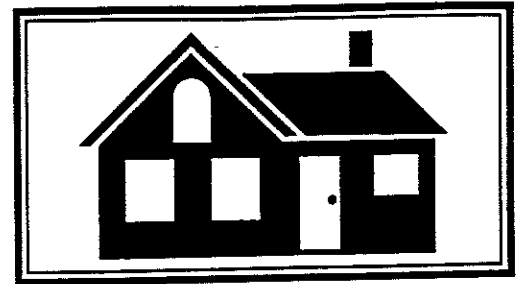
1990 Census of Population and Housing				Selected Population and Housing Characteristics--100% Count (STF 1)			
Kenosha County and Wisconsin				Kenosha			
	City	Percent	County	Percent	Wisconsin	Percent	
Total population	80,352		128,181		4,891,769		
SEX							
Male	38,687	48.1%	62,740	48.9%	2,392,935	48.9%	
Female	41,665	51.9%	65,441	51.1%	2,498,834	51.1%	
AGE							
Under 5 years	6,633	8.3%	10,124	7.9%	360,730	7.4%	
5 to 17 years	15,071	18.8%	24,209	18.9%	928,262	19.0%	
18 to 20 years	3,823	4.8%	5,954	4.6%	225,390	4.6%	
21 to 24 years	4,851	6.0%	7,278	5.7%	286,936	5.9%	
25 to 44 years	25,343	31.5%	40,731	31.8%	1,546,832	31.6%	
45 to 54 years	7,425	9.2%	13,087	10.2%	478,882	9.8%	
55 to 59 years	3,075	3.8%	5,286	4.1%	204,647	4.2%	
60 to 64 years	3,282	4.1%	5,319	4.1%	208,879	4.3%	
65 to 74 years	6,001	7.5%	9,261	7.2%	358,419	7.3%	
75 to 84 years	3,601	4.5%	5,249	4.1%	218,509	4.5%	
85 years and over	1,247	1.6%	1,683	1.3%	74,293	1.5%	
Median age	31.8		32.5		32.9		
Under 18 years	21,704	27.0%	34,333	26.8%	1,288,982	26.4%	
Ages 18-64	47,799	59.5%	77,655	60.6%	2,951,566	60.3%	
65 years and over	10,849	13.5%	16,193	12.6%	651,221	13.3%	
RACE AND HISPANIC ORIGIN							
White	72,139	89.8%	119,187	93.0%	4,512,523	92.2%	
Black	5,137	6.4%	5,295	4.1%	244,539	5.0%	
American Indian, Eskimo, or Aleut	297	0.4%	472	0.4%	39,387	0.8%	
Asian or Pacific Islander	448	0.6%	669	0.5%	53,583	1.1%	
Other race	2,331	2.9%	2,558	2.0%	41,737	0.9%	
Hispanic origin (of any race)	4,732		5,580		93,194		

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MEMORANDUM

CITY OF KENOSHA

Department of Housing
and
Neighborhood Development



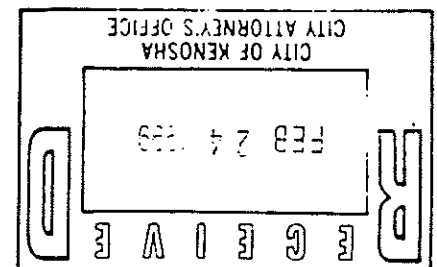
TO: James W. Conway, City Attorney
FROM: David J. Betz, Senior Development Specialist *DJB*
Department of Housing and Neighborhood Development
SUBJECT: Section 66.023 Boundary Agreement With Bristol
DATE: February 24, 1999

I have discussed your request with Tony Geliche to determine which documents, studies or information could be provided to assist you in developing the required showing for the proposed Boundary Agreement. We believe that the City of Kenosha's 1995 - 1999 Consolidated Plan will provide you with the necessary information.

The Consolidated Plan is a creative approach to community development that encourages communities to work in a collaborative effort to develop a comprehensive vision for action to achieve community objectives. The Plan consolidates the planning, application, and reporting requirements of four major HUD formula programs. Only the CDBG and HOME Programs apply to Kenosha.

The Plan includes, among other things, the following components:

- Community Profile
- Housing Market Analysis
- Housing Supply and Demand Analysis
- Cost of Housing Analysis
- Property Condition Analysis
- Kenosha Housing Authority Programs
- Homeless Facilities
- Providers of Emergency Shelter Facilities
- Special Needs Housing - Other than Homeless
- Strategies, Priority Needs and Objectives
- Listing of Proposed Projects



Tony Geliche will be forwarding you a copy of the 1995 - 1999 report. The 2000 - 2004 Consolidated Plan is currently under development.

If you have any questions, please feel free to contact me at ext. 4263.

DJB:hkk

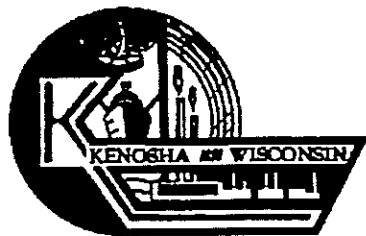
cc James M. Schultz, Director of Housing
Tony Geliche, Community Development Specialist

ATTACHMENT "L-2"

1995 CONSOLIDATED PLAN FOR THE
COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME PROGRAMS
CITY OF KENOSHA, 1995

1995 Consolidated Plan

for the
Community Development Block Grant
and
HOME Programs



City of Kenosha, Wisconsin

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HUD CONSOLIDATED PLAN CITY OF KENOSHA, WISCONSIN

Introduction

The Consolidated Plan is a creative approach to community development that encourages communities to work in collaboration to develop a comprehensive vision for action to achieve community objectives. The Plan consolidates the planning, application, and reporting requirements of four major HUD formula programs; the Community Development Block Grant program (CDBG), HOME, Emergency Shelter Grant (ESG) program and the Housing Opportunity for Persons with AIDS (HOPWA) program. (The City of Kenosha is not an Entitlement for the ESG and HOPWA Programs). The Plan seeks to promote a comprehensive approach to address urban problems, reduce paperwork, improve accountability to achieve results, and includes a strong element for citizen participation. This Consolidated Plan establishes three basic goals for assistance to low-and moderate income persons. First, to provide decent affordable housing; second, to provide a suitable living environment; third, to expand economic opportunities.

Consultation

During the preparation of this Consolidated Plan the City consulted with public and private agencies that provide assisted housing, health services, and social services. During the preparation of the City's 1994 Comprehensive Housing Affordability Strategy (CHAS), agencies were surveyed to gather data on affordable housing and housing services needs. The City recently has had an Emergency Shelter Facilities study completed which involved the participation of the homeless providers. Public Hearings were also held during the preparation of the Enterprise Community Strategic plan. Public meetings were also held to develop the 1995 CDBG and HOME Programs. The information obtained from the above meetings, surveys and consultations with the Kenosha Housing Authority and Kenosha County Health Departments were used to develop the needs, strategies and objectives of this plan.

Community Profile

The City of Kenosha is located in the extreme southeastern corner of Wisconsin, along the western shores of Lake Michigan. Kenosha is located 37 miles south of Milwaukee, Wisconsin's largest city, and 57 miles north of Chicago, Illinois. As the county seat, Kenosha is the center of the county's government, residential, and industrial activities.

Despite the increasing importance of retail marketing, the City's economy is still based on industrial production. Kenosha has approximately 130 manufacturing firms, including Ladish Corporation, Snap-On, Inc. and Chrysler Corporation (Engine Plant). There are also many smaller companies providing a diversified industrial base.

*City of Kenosha, Wisconsin
Consolidated Plan*

The closing of the Chrysler Motors (formerly AMC) assembly plant has not greatly affected the City's economy. The City's unemployment rate was 15.7% in 1986. As of March 1995, it was 7.7%. This is somewhat above the statewide average of 4.6%, but comparable to the national average of 7.5%.

The population of the City of Kenosha itself has remained stable during the decade, as suggested by the following:

Year	Population
1980	77,635
1983	76,162
1986	76,173
1988	77,095
1990	80,352
1992	83,506
1994	84,394

A slight population decline in the mid-1980's was largely attributable to the economic troubles of the City's largest employer, Chrysler Motors, but has been offset by residential development near the Northwestern and Southwestern sections of the City. An influx of people working in Illinois has also helped stabilize the Kenosha residential market. The Southeastern Regional Planning Commission (SWRPC) reports that as many as 100,000 vehicles commute daily between Kenosha County and Lake County, Illinois. This represents a 40% increase in inter-state commuting over the past decade.

Although the population has remained relatively stable, the makeup of the population is changing. Some significant shifts from 1980 to 1990 include increases in the minority population from 6.1% to 10.2% (Blacks - 3.6% to 6.4%; Hispanic - 4.6% to 5.9%), increase in the percentage of families living below poverty from 6.4% to 10%.

Housing Market Analysis

During the past several years, Kenosha and Kenosha County have experienced substantial growth and development. This is largely due to the location between the Chicago and Milwaukee metropolitan areas. The housing costs, taxes, and overall cost of living are lower than either of these metropolitan areas. As a result of the savings, some people are willing to commute the relatively short distance between these areas. As such, the populations of Kenosha and the County are increasing and construction has been on the rise.

Supply of Housing

The supply of housing in Kenosha is on the rise. The following table presents a comparison of housing supply and occupancy statistics in the city collected from the 1980 and the 1990 Census data.

	1980	1990	Difference
Total Housing Units	29,831	31,176	1,345
Occupied Housing Units	27,964	29,908	1,944
Owner Occupied	18,174	18,528	354
Renter Occupied	9,790	11,380	1,590
Vacant Housing units	1,867	1,268	-599
Homeowner Vacancy Rate	1.7%	0.79%	-0.91%
Rental Vacancy Rate	3.1%	4.78%	1.68%

Overall the total number of housing units has grown 5.7% over this ten year period. In Kenosha, owner-occupied units outnumber renter occupied units. However there is a trend towards renter occupied units. The number of owner-occupied units increased by just 1.9% while the number of renter occupied units increased by 14% over the decade.

Demand for Housing

An increase in the demand for housing is illustrated through a housing demand study and vacancy rates. The following table, "Kenosha Housing Unit Demand: 1980-1995" was prepared by the consulting firm of, Trkla, Pettigrew, Allen & Payne (Chicago, IL) with use of Census data. The table shows estimated demand for housing units in the City based upon the relationship between population, households and housing units in 1980 and 1990; it assumes the relationship will continue through 1995. The table indicates a potential demand for 1,400 additional housing units by the end of 1995. It is likely that this growth will primarily be for market rate housing.

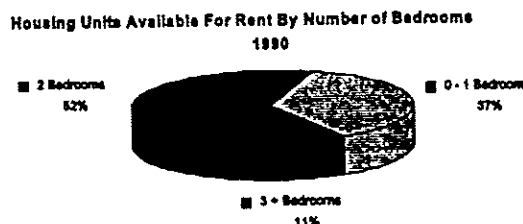
	1980	1990	Projected for 1995
Kenosha Population	77,690	80,350	81,720
% in Housing units	96.8%	97.2%	97.0%
Persons in Housing Units	27,960	29,920	30,970
Persons per Occupied Housing Unit	2.69	2.61	2.56
# of Households or Occupied Housing units	27,960	29,920	30,970
Vacancy Rate	4.9%	4.1%	5.0%
Existing Housing Units	29,400	31,200	32,600
Additional Units Needed Over 1990			1,400

*City of Kenosha, Wisconsin
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Vacancy rates in Kenosha also indicate a stiff demand for housing. According to the 1990 data, only 0.79% of the vacant housing units are for sale in Kenosha. There has been a downward trend in availability since 1980 where 1.7% of the housing market was available. Two-bedroom units available for sale comprise 52% of this market, while 45% have three or more bedrooms, and 3% have no more than 1 bedroom.



The 1990 data also indicates a rental vacancy rate of 4.78%, slightly higher than the 1980 Census data provides. Two-bedroom units available for rent comprise 52% of this market, while 37% have no more than one bedroom, and 11% have three bedrooms or more.

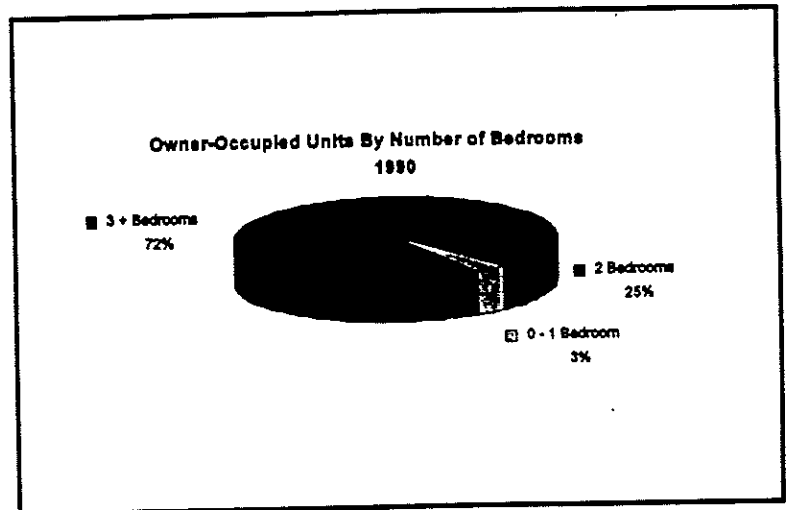


Tenure Status:

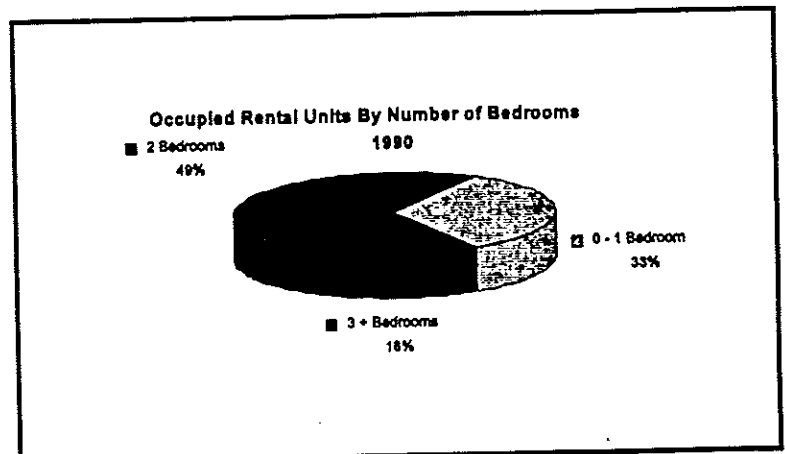
Owner-occupied units comprise the majority of occupied units at 62% while renter-occupied units comprise 38%. However, the percentage of owner-occupied units is 3% below 1980 levels with a corresponding increase in renter-occupied units.

Type and Size of Units/Projects:

The city's most prevalent owner-occupied housing units having three or more bedrooms/ unit comprise nearly 72% of the units. About one quarter of owner-occupied housing have two bedrooms. Approximately 3% of the owner-occupied units have 0-1 bedrooms. The chart illustrates the distribution of owner-occupied units by number of bedrooms based on the 1990 Census.



The most prevalent occupied rental housing in Kenosha are two bedroom units at 49%. Second in line are 0-1 bedroom units at 33%. Three or more bedroom units comprise 18% of occupied rental housing. This chart illustrates the distribution of occupied rental units by number of bedrooms based on the 1990 Census.



Housing Condition

There is no community-wide quantitative data on the structural condition of housing stock in Kenosha. However, the age of housing and a recent building conditions survey of three neighborhoods provides helpful information. According to 1990 Census data, 43% of the housing stock was constructed prior to 1949. Also based on 1990 census data, 91% of the city's housing built before 1940 is occupied by very low and low income households. Older housing typically requires more repairs and is concentrated in the city's older neighborhoods. The newer areas of the community do not exhibit the same need for repairs, nor do they have the concentration of low and moderate income households as some older parts of the community. Since older housing typically requires greater upkeep and maintenance, keeping these units in good repair requires money that the lower income groups are not usually capable of investing in their homes.

The City of Kenosha applies "substandard condition" to housing stock which does not meet the health and safety requirements of the City of Kenosha Minimum Housing Ordinance (Chapter XVI Minimum Housing Code) or the State of Wisconsin Uniform Dwelling Code.

Furthermore, the City applies "substandard condition but suitable for rehabilitation" in cases where the cost of rehabilitating deteriorated housing does not exceed the property assessed value of the improvements.

The City of Kenosha defines "substandard condition not suitable for rehabilitation" in cases where the cost of rehabilitating deteriorated housing exceeds the assessed value of the improvements.

Although not representative of the entire city, this data provides helpful insight into neighborhoods which the city has targeted for reinvestment. These neighborhoods have 51% or greater proportion of low and moderate income households. The consulting firm of Trkla, Pettigrew, Allen & Payne (Chicago, IL) prepared neighborhood plans for Columbus, Washington and Wilson neighborhoods. As part of their efforts, an exterior windshield survey of the three neighborhoods' building stock was conducted in August of 1991. In the three neighborhoods, 52% of the buildings were sound and 48% were substandard. Of the substandard buildings, 47% was suitable for rehabilitation and 1% was not suitable for rehabilitation. The total number of buildings was 3,416.

Buildings were classified into four categories as follows:

- Sound - Buildings which contain no defects, are efficiently maintained and require no corrective maintenance.
- Minor Deficiency - Requiring Minor Repair. Buildings which contain one or more minor defects which can be corrected through normal maintenance.
- Major Deficiency - Requiring Major Repair. Buildings which contain one or major defects over a widespread area and would be difficult to correct through normal maintenance. Buildings would require replacement or rebuilding of exterior components.
- Substandard - Buildings which contain two or more major defects which are so extensive that the cost of repairs would be excessive in terms of producing a sufficient return on the investment required. Substandard buildings are presumed to be so advanced in deterioration that clearance may be the only viable remedy.

Columbus Park:

While the survey included residential and nonresidential properties, examination of an Existing Land Use Map indicates that this neighborhood is for the most part residential in nature. A comparison of the land use map and the building conditions map indicates that the areas which had higher incidence of deficient and/or substandard conditions were primarily residential areas.

Building conditions are more marginal in the Columbus Park Neighborhood than in the other two target neighborhoods. Of the approximately 1,009 total buildings within the neighborhood, 120 (12%) are sound; 600 (60%) are minor deficient; 265 (26%) are major deficient; and 24 (2%) are substandard.

Wilson Heights:

While containing considerable amount of residential land uses, this neighborhood has the most variety in land uses of the targeted neighborhoods. A comparison of the land use map and the building conditions map indicates that the areas which had a higher incidence of deficient and/or substandard conditions were primarily residential areas.

Building conditions within most parts of the Wilson Heights Neighborhood are generally good. Of the approximately 1,148 total buildings within the neighborhood, 943 (82%) are sound; 176 (15%) are minor deficient; 23 (2%) are major deficient; and 6 (0.5%) are substandard.

Washington Park:

While the survey included residential and nonresidential properties, examination of an existing land use map indicates that this neighborhood is primarily residential in nature. A comparison of the land use map and the building conditions map indicates that the areas which had a higher incidence of deficient and/or substandard conditions were primarily residential areas.

Building conditions are generally good within the Washington Park Neighborhood. Of the approximately 1,259 total buildings within the neighborhood, 729 (58%) are sound; 435 (35%) are minor deficient; 80 (6%) are major deficient; and 15 (1%) are substandard.

In summary, of the 3,416 buildings in the three neighborhoods surveyed, 1,579 or 46% were considered deficient.

Cost of Housing

The cost of housing is on the rise as measured by, the median market value, local records and fair market rents. According to U.S. Census statistics, the median market value of single family homes has risen from 1980 to 1990. In 1980 the median market value was \$45,700. In 1990 the median market value of single family homes increased 28% to \$58,700. Local records indicate that the cost of constructing a new home in 1987 was \$64,700 excluding the lot. In 1990, the cost of constructing that same home, excluding the lot, had risen to \$87,060, an increase of 35% over four years. According to 1994 records, the cost was \$89,030, a difference of \$ 24,330, a 38% increase over the 1987 value.

In Kenosha County, Fair Market Rents have increased 9.5% over the five year period from 1989 to 1994. The Fair Market Rent is intended to represent a figure at or below which modest, decent, safe and sanitary housing (including the cost of utilities) can be rented on the private market. In September of 1989 the Fair Market Rates for efficiencies, 1, 2, 3 and 4 bedroom units were \$335, \$409, \$480, \$602 and \$673 respectively. As of October, 1994, the Fair Market Rates were \$340 for efficiencies, \$422 for 1 bedroom units, \$518 for 2 bedroom units, \$710 for 3 bedroom units and \$798 for 4 bedroom units.

Preference in Selection of Tenants for Kenosha Housing Authority Programs

The Kenosha Housing Authority (KHA) strives to ensure that the Section 8 Rent Assistance Program includes families with a broad range of incomes representative of the range of incomes of very low income families in the area. The KHA achieves this objective through outreach activities and by getting a representative income mix among those on the waiting list. The KHA maintains a waiting list for the Section 8 program and the WHEDA Moderate Rehab Program. In selecting eligible applicants to fill vacancies, the KHA gives consideration to the following factors in the order shown.

Mandated Federal Preferences - The KHA Admission Policy considers all mandated federal preference categories as having equal value, and a family will be given selection priority if they claim at the time of application and verify priority to admission to the program, any of these preferences (priority and preference use the same definition).

- a. Applicant is paying more than 50% of gross income toward shelter cost.
- b. Applicant is living in substandard housing.
- c. Applicant has been involuntarily displaced and is not living in standard, permanent replacement housing, or within no more than 6 months from the date from certification or verification, the applicant will be involuntarily displaced.

Waiting List

The KHA waiting list is maintained without regard to family bedroom size need as required by HUD regulations.

Total Applicants	909	100.00%
# of Preference Applicants	421	46.30%
Estimated Wait for Placement	2-5 years	
# of No Preference Applicants	487	53.60%
Last Date List Opened	6/93	
Period List was Opened	6 months	

Economic Independence and Self-Sufficiency

Through the city's experience with the rental assistance program, a need was identified to aid families in the subsidized rental assistance program to become economically self sufficient. Opportunities for education, occupational training and job seeking assistance needed to be coordinated to assist families in overcoming barriers which prohibited them from achieving self sufficiency. A structured program was developed in order to bring together existing resources in the community to address this need.

To assist these lower income families access existing services which would promote economic independence, the Kenosha Housing Authority established a Family Self Sufficiency Program which provides coordination and support for tenant participants to set and obtain future life and career goals. The program is offered to current participants receiving rental assistance who volunteer to participate in the structured program for up to five years. Tenant participants sign a Contract of Participation which commits the tenant to accomplish specific goals and activities during the contract duration. Tenants work with the Kenosha Housing Authority's Family Self Sufficiency Program Coordinator to access existing economic independent services and programs in the community.

There is a growing interest among current rental assistance families who have heard about the Family Self Sufficiency Program and have not yet received invitations to participate in the program. The Kenosha Housing Authority has recently submitted a request to the Wisconsin Department of Housing and Urban Development to secure additional slots and units for the Family Self Sufficiency Program to accommodate this interest.

Homeless Facilities:

The information provided in this report was obtained from the Kenosha Emergency Facilities and Services Study Report as prepared by the Planning and Design Institute.

The following is a summary of the Kenosha Emergency Facilities and Services Study Report as prepared by the Planning and Design Institute (PDI).

The City of Kenosha contracted with the Planning and Design Institute (PDI) to study the emergency shelter facility and service needs of the community. PDI has provided the Emergency Shelter Facilities & Services Committee with a series of reports that:

- estimate the number of persons in need of such services;
- demographically describe who these persons are;
- graphically locate emergency shelters and community based residential facilities
- detail the capacity and capacity utilization of emergency shelters and CBRFs;
- report some of the impacts emergency shelters and CBRFs have on their surrounding neighborhoods.

These reports are appended and incorporated as part of the Planning and Design Institutes final report to the Emergency Shelter Facilities & Services Committee. The reports found in PDI's report Appendix form the basis for PDI's conclusions and recommendations. The reports also present the methods used to obtain data and the sources consulted.

Findings

The Planning and Design Institute estimates that in 1993 there were 3,077 persons in need of emergency shelter facility services in the City of Kenosha. Based on their research, they believe this number fairly represents an annual average number of persons needing emergency shelter.

The Planning and Design Institute was able to obtain some demographic information on approximately 95% of the persons identified as needing emergency shelter. PDI found that nearly 55% of those needing emergency shelter were children age 18 or under. PDI was able to obtain data on ethnicity for about 60% of the total number needing emergency shelter facilities; of the 60%, about 65% were identified as minorities.

PDI was also able to obtain family status data for about 60% of the population using emergency shelter facilities. Of the 60%, approximately 77% of the persons were members of a family of two or more persons. About 45% of the people for which PDI could obtain data were on some form of public assistance, usually Aid to Families with Dependent Children and/or Food Stamps; over 50% had some form of wage income from non-public assistance sources. The loss, delay, reduction or interruption of these sources of income was reported as the single most prevalent reason for persons needing emergency shelter.

Another major reason for persons seeking emergency shelter facilities in 1993 was the incidence of domestic violence. Based on the limited data they received, the Planning and Design Institute estimates found nearly 20% of the persons using emergency shelters in the City of Kenosha do so for reasons related to domestic violence.

The question of where people needing emergency shelter come from" is often raised. PDI's findings suggest that quite often the people needing emergency shelter come from within the community. A very small portion of those served were identified as transients; PDI estimates this to be less than 5%. The number of persons who have lived in the State of Wisconsin for one year or less actually declined from around 75% of those needing emergency shelter in 1992, to under 60% in 1993.

At the other end of the spectrum, where the Planning and Design Institute could find data, they found that those having lived in Wisconsin for two or more years increased from around 25% in 1992 to over 40% in 1993. Over 30% of those for whom we could find data for 1993, had lived in Wisconsin for five or more years.

The emergency shelter facility system in the City of Kenosha has the capacity to serve between 52 and 86 people on any night between October 1 and April 30. This is based on a capacity of 32 persons at the Shalom Center and the individual capacities at the seven churches that participate in the INNS program. From May 1 through September 30, persons needing emergency shelter are served through a voucher program that provides for up to seven nights of lodging at a local motel.

Additional resources are available to persons in need of emergency shelter. The Shalom Center/INNS Program have a limited amount of vouchers available, some are targeted towards specific populations, such as veterans. The Women's Horizons, Children's SAFE House, and three facilities operated by Kenosha Youth Development Services, Inc. (Shelter Care, Waybridge House and Adult Shelter) provide additional capacity to the emergency shelter system in Kenosha. These resources are primarily targeted at special needs populations (youth, victims of domestic violence and adults).

The Shalom Center is the primary emergency shelter care facility. Its primary focus is on serving families. The Shalom Center's emergency shelter facility has a capacity of 32 people and allows families to remain sheltered at the Shalom Center for a maximum of 30 days. It is funded primarily by private donations, and volunteer efforts. When the Shalom Center is full from October 1 through April 30, single females and families are served through a network of churches in the community. Single men are only served through this network. There are seven churches in the INNS Program, each church serves as an emergency shelter for one night each week. The capacity of the INNS Program varies from a high of 50 people at St. Mary's Catholic Church, to a low of 24 people at St. Andrews Episcopal Church. Capacity at each church is determined by a conditional use permit issued by the City of Kenosha and is based on available plumbing facilities. The INNS Program is funded by private donations and volunteer efforts organized by the individual churches and the Shalom Center.

The Planning and Design Institute found that only 14 (6%) of the nights during the 1993/1994 program year came close to or exceeded capacity. Eleven of these nights occurred when the participating INNS Church with the lowest capacity (24 beds) was being utilized.

The Shalom Center Budget for its emergency shelter program for 1993 was \$121,583.00, which is funded mainly by private donations. The Voucher Program is primarily funded by the Kenosha County Department of Social Services. In 1993, it received \$40,000.00. Kenosha Youth Development Services, Inc. emergency shelter services had a 1993 budget of

\$143,000.00, with most of this funding coming from government sources. Women's Horizons had a total 1993 budget of \$331,257.00.

The Planning and Design Institute looked at the impact emergency shelter facilities had on the neighborhood and communities in which they were located. Based on review of public safety response to emergency shelter locations, and informal discussions with neighbors, it would appear that the shelters have little or no negative impact on their surrounding neighborhoods. This matches national research data.

The Planning and Design Institute offers the following examples to support our conclusion. Of the 71 public safety responses in 1993 at the location of St. Mary's Church, 56 were for traffic related incidents and 14 were either criminal, nuisance, or other incidents. Only one occurred on a day the church was used as an emergency shelter. That incident took place at 7:55 a.m., when the shelter would not have been used until later that evening. At Grace Lutheran Church, of the 17 incidents reported, only one took place while the church was being used as an emergency shelter. That specific incident was the report of a suspicious person, no criminal activity is reported to have actually taken place.

Based on police and fire reports at the Shalom Center, it was found that emergency services, other than shelter services, might contribute to some negative impacts on a neighborhood. It is hard to identify the specific contributing factor. However, the presence of related emergency services, other than shelter, may attract public nuisances or lead to situations where a public safety response is required. In addition to emergency shelter services, the Shalom Center provides feeding services, commodity distribution services and other support services at that location.

Current tax assessment data was not available from the Kenosha County Assessor's Office in time for this study. After deliberations, the Emergency Shelter Facilities & Services Committee and PDI reached the conclusion that they do not believe the assessment data would show negative impacts of emergency shelter facilities on local neighborhoods.

Conclusions and Recommendations

After careful study and evaluation of the data, the Planning and Design Institute believes the data suggests that the City of Kenosha is not in immediate need of additional "bed" capacity for emergency shelter facilities. The Emergency Shelter Facilities and Services Study Committee endorsed such a view at its June 1, 1994 meeting. This is not to suggest either the Emergency Shelter Facilities & Services Committee or the Planning and Design Institute believes the problems of the "homeless" and those in need of emergency shelter facilities and related services are solved. Rather, that on any given night, a person or family who would otherwise be faced with sleeping without a roof over their heads, can find a decent, safe, sanitary and supervised facility in which to take refuge.

The research conducted by the Planning and Design Institute shows the social and human service infrastructure of the City of Kenosha, while offering many essential service, had few if any specifically focused on "transitioning" a family or individual from a status of requiring emergency shelter facilities to be an independent or self sufficient status. While the City of Kenosha appears to be addressing the immediate need of the emergency or crisis situation, little concerted effort is being made to move families and individuals beyond the crisis stage.

The Emergency Shelter Facilities and Services Study Committee directed the Planning and Design Institute to develop a set of alternatives describing a transitional living model and, where possible, draw upon the experience of transitional living programs in the State of Wisconsin. This report was presented to the Emergency Shelter Facilities and Services Study Committee at its meeting of August 17, 1994.

The Committee reviewed the materials submitted by the PDI and directed PDI to produce a report that detailed a full scale transitional living program for the City of Kenosha.

After extensive discussions with local community organizations, city officials and other interested parties, PDI presented the Emergency Shelter Facilities and Services Study Committee with a program design for a Transitional Living Program for the City of Kenosha. This design is contained in the Final Report attached to this Plan.

Providers of Emergency shelter facilities:

The study identified nine direct providers of emergency shelter facilities

Shalom Center Emergency Family Shelter
The INNS Program
Women's Horizons
Kenosha Youth Development Services
Children's SAFE House
The "Voucher" Program/Racine Kenosha Community Action Agency, Inc.
The Salvation Army
Community Impact Programs, Inc.
American Red Cross

Transitional Shelters:

The Planning and Design Institute has identified three facilities that meet the criteria for providing transitional living situations. These are two single family houses operated by the Shalom Center and the KYDS Transitional Housing Program. The two singlefamily houses have a capacity of one family each, at a minimum they have a combined capacity of four families in a year. The Transitional Housing Program operated by KYDS is specifically for persons with Alcohol and Other drug Addition problems. There are several organizations that provide transitional services to individuals, however they are not shelter facilities, but are consistent with organizational missions.

Supportive Housing

In estimating the number and types of supportive housing, the City consulted with the Kenosha County Department of Community Programs, the Kenosha County Department of Aging, the Southeast Wisconsin Aids Project and the Division of Community Services, Southeastern Region. The Division of Community Services provides a listing of Kenosha County's licensed community-based residential facilities (CBRF's). This listing of supportive housing for non-homeless persons with special needs follows on pages B-8-10.

Populations with Special Needs - Other Than Homeless

In estimating the numbers of those persons who are not homeless, but require supportive housing and nature of their supportive housing needs, the City consulted with the Kenosha County Department of Community Programs, Southeast Wisconsin Aids Project, and the Kenosha County Commission on Aging.

The Kenosha County Department of Community Programs is responsible for providing services to alcohol and other drug abusers, the developmentally disabled and the mentally ill who are financially unable to pay for these services themselves. According to data provided by the State Division of Community Services and the County Community Programs Department, there are 383 individuals in community-based residential facilities in Kenosha. A listing of these facilities is included.

The Southeast AIDS Project is working with 45 individuals diagnosed with AIDS or the HIV virus in Kenosha. However, this number may not reflect the total for this group, but only those who have come forward to seek assistance through this organization.

The Commission on Aging provided the city with national statistics regarding the supportive housing needs of people over the age of 65 which may be extrapolated to the local picture. Two categories of needs were used; persons needing personal care which includes assistance with bathing, dressing and eating and persons needing help with home management which includes help with meal preparation, shopping and housework. According to 1990 census data, there are 10,849 individuals over the age of 65 in the City. The following table provides estimates of Kenoshans over the age of 65 who require personal care and home management. It was noted by the Commission on Aging that some services may be provided in-house or be provided by outside sources.

Age Group	Nat'l Rate for Personal Care	Local Estimate for Personal Care	Nat'l Rate for Home Management	Local Estimate for Home Management
65-74	17%	1,020	21%	1,260
75-84	28%	1,008	33%	1,188
85+	49%	611	55%	688
Total		2,639		3,134

Based upon these rates, of the 10,849 individuals aged 65 or older, 3,134 (29%) need assistance with home management. Also according to national rates, 2,639 require personal care; it is expected that this group overlaps with those needing assistance with home management. An individual requiring assistance with eating will also need help with grocery shopping and cooking.

Supportive Housing Needs for Alcohol and Other Drug Abusers

These needs include: crisis intervention; counseling and therapeutic services; medical detoxification programs both in and outpatient services and; child day care services. Satisfying these needs will afford these individuals and their families freedom from their addictions so that they may go about the business of living.

Supportive Housing Needs for the Developmentally Disabled

These needs include: family support, including respite care and parent and family training; home modifications (ramps and bathroom accessibility); specialized equipment; supervised living arrangements; daily living skills training; congregate meals; day centers and; sheltered employment. Satisfying these needs will afford these individuals greater independence for those who are able and for those who reside with their families, assistance

Supportive Housing Needs for the Mentally Ill

These needs include: mental health treatment both in and outpatient services; crisis intervention; day center services; supervised living arrangements and; counseling and therapeutic resources. Satisfying these needs will provide these individuals with the treatment they need to function.

Supportive Housing Needs for the Elderly

These needs include: assistance with housekeeping and home maintenance and assistance in grocery shopping and preparation of meals. Satisfying these needs will assist the elderly in remaining in their homes.

Supportive Housing Needs for the Frail Elderly

These needs include: room, board and supervision according to circumstance; assistance with housekeeping and home maintenance (if in-house); assistance in grocery shopping and preparation of meals; home modifications (ramps and bathroom accessibility); special equipment; visiting nurse services and; respite care for those family taking care of the elderly. Satisfying these needs will assist the frail elderly as well as assisting family members who care for them.

Supportive Housing Needs for Persons Diagnosed With AIDS

These needs include: appropriate affordable housing which is handicapped accessible; assistance with housekeeping; preparation of meals; special equipment; visiting nurse services and other medical care and; respite care for those individuals administering care. Satisfying these needs will assist these people through their disease as well as assisting family members who care for them.

Inventory of Facilities and Services for the Homeless and Persons Threatened with Homelessness

In order to inventory facilities and services for the homeless and persons threatened with homelessness, the city surveyed those agencies and organizations who are known to provide shelter or services to the homeless in Kenosha. We used HUD's model survey, "Profiling Homeless Facilities and Resources." Three organizations, the Interfaith Network, Women's Horizons, and Kenosha Youth Development Services (KYDS) are the primary providers of shelters and services for the homeless in the community.

Inventory of Overnight Shelters

Three overnight shelters are operated by the Kenosha County Interfaith Human Concerns Network, Inc. The Shalom Center offers an Emergency Family Shelter. A transitional shelter intended to promote independence is also operated by the center. The INNS program provides overnight shelter to the homeless in area churches from October through April.

Women's Horizons, Inc. operates an emergency shelter for victims of domestic violence; room/board is available for up to 30 days.

The Kenosha Youth Development Services operates a five-bed adult shelter through their Adult Crisis Program. The shelter is a special facility for people with mental health problems and people with drug or alcohol problems.

The Kenosha Youth Development Services also operates a Homeless Youth Program for runaway or homeless youth, under age 21. The definition of youth is 16-21 years of age for purposes of their grant. Supportive services, such as independent living skills training and education planning are extended to these youth as needed.

Availability of Other Facilities for the Homeless

Other facilities providing assistance to the homeless in Kenosha on less than an overnight basis include, a day shelter, prepared meals and food pantries. The Alliance for the Mentally Ill provides a day shelter as well as meals and other services for the homeless with mental illness. The Shalom Center serves meals for the homeless and other needy persons. The Kenosha Youth Development Services, through the Homeless Youth Program and the Shalom Center operate food pantries.

Voucher Programs

Vouchers for shelter are distributed to the city's homeless through three agencies, the Community Action Agency, the Interfaith Network's Shalom Center and Kenosha Youth Development Services (KYDS). Two kinds of shelter vouchers are distributed: vouchers for shelter use and vouchers for permanent housing. The vouchers for permanent housing is in the form of rental and escrow assistance. According to the agencies, demand typically outstrips supply for shelter vouchers. The Emergency Shelter Voucher Program operates through the Racine/Kenosha Community Action Agency, Inc. The adult shelter operated by KYDS gives out vouchers for shelter as made available and provided by the Shalom Center.

Social Service Programs

Social service programs for the homeless in Kenosha attempt to address short term needs such as meals, as well as longer term issues to promote leaving Homelessness and maintaining self-sufficiency such as treatment for drug and alcohol abuse. The following table indicates the variety of social service programs handled either in-house by the surveyed organizations or referred to other organizations. This information was derived from interviews and survey responses from agencies and organizations concerned with homelessness in Kenosha.

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Social service programs fall into the domain of the Kenosha County Department of Community Programs which is responsible for providing services to Kenosha County residents with alcohol or drug abuse problems, developmental disabilities, or mental health programs who do not have resources to pay for services themselves. This includes homeless clients. The County is the coordinating agency for service delivery by private organizations to these individuals.

SERVICES	ON SITE	REFERRALS
Food and Meals	x	
Storage of Personal Belongings	x	
Shower and Shave Facilities	x	Churches in the INNS program
Laundry	x	
Religious Services		According to individual choice
Mail Drop	x	
Clothing	x	St. Vincent de Paul Society
Job Counseling	x	County Job Center & Gateway Tech
College Education and Training	x	Gateway Tech College
Life Skills	x	
Legal Problems	x	Legal Action of WI & Public Defender's Ofc.
Child Care	x	Licensed Child Care
Early Childhood Education	x	Head Start Program
Transportation	x	
Medical Care	x	

The Interfaith Network has involved the University of Wisconsin Parkside Nursing Consortium to provide free basic medical care to residents in the Emergency Family Shelter and attendees of the soup kitchen.

Treatment	Provided	Referrals
	on Site	
Drug Abuse	x	x
Alcohol Abuse	x	x
Mental Health Problems	x	x
Other Health Problems	x	x

For drug and alcohol abuse problems, the following agencies and organizations were used as referrals: KYDS' Crisis Program; Alcoholics Anonymous; ALANON; St. Catherine's Hospital Treatment Center; Westwind Treatment Center; and Interventions, a half-way house.

For mental health and other health referrals, the county contracts out for services and case management. The Adult Crisis Program, operated by KYDS provides services to the homeless mentally ill population, also providing outreach with other provider agencies.

Special Services

Women's Horizons, Inc. offers a support program for battered women and children which includes support, advocacy and children's programming. Emergency and school transportation is provided. In addition to resident services, Women's Services offers a 24-hour hotline, four separate support groups, assistance in obtaining restraining orders and safety planning. Outreach and education are also provided as an on-going program.

The Community Action Agency offers rent/escrow and housing counseling to the homeless and at-risk households as well as rent/escrow assistance, landlord/tenant mediation and "Smart Tenancy" classes.

Suitability of Stock for Occupancy by Those with Special Needs:

According to 1990 Census data, there are 10,849 persons over the age of 65 in the City. There is also a significant number of persons (3,282) who fall between the ages of 60 to 64 years old. Combined these groups comprise nearly 18% of Kenosha's total population. Typically on a fixed income, persons 60 years or older frequently have low and moderate incomes. According to the Department of Aging's Center for Long Term Care, the city's elderly population have three major housing needs:

1. Affordable Housing Rising housing costs and very long waiting lists for elderly subsidized housing have placed many elderly, especially the low income, in a position of not being able to afford decent and sanitary housing.
2. Accessible Housing The majority of existing housing and much of the new housing stock was not designed to be accessible. As a result, the elderly have very limited housing options or must accept accommodations that make every day living difficult.
3. Home Maintenance Assistance Many of the elderly who continue to live in their homes are physically unable to maintain their homes nor are they always able to pay market rates for home maintenance.

The disabled population tends to have the same needs for locating affordable housing, accessible housing and household maintenance according to the Department of Aging which also deals with the concerns of this group. Older housing stock presents problems to persons with disabilities because it is not designed for their use, such as wheel chair accessibility. However, while older housing tends to be more affordable, it is less likely to be accessible for the disabled.

Housing and Homeless Strategies, Priority Needs and Objectives

1 Reason for Choice of Priority Housing Needs

The housing needs shown in the Priority Needs Summary Table (page B-5) are based on the needs indicated in the Housing Assistance Needs Charts provided by HUD using 1990 Census data, available resources and local housing expertise.

2. Obstacles to Meeting Undeserved Need

The primary obstacle in meeting underserved needs is the lack of sufficient private and public funding. Other obstacles include the cost of rehabilitation of some units which make the project infeasible, the volatility of interest rates, the cost of new home construction (\$ 89,030 in 1994), and the cost burden of many households.

3. Specific Objectives

- a. To increase the supply of decent, safe, and sanitary housing by rehabilitating 375 owner/renter housing units City wide over the next 5 years.
- b. To provide 500 units of rental assistance and rental opportunities city wide over the next 5 years.
- c. To provide 25 new homeownership opportunities within the reinvestment neighborhood through new construction and purchase/rehab/resale programs.

4. Resource Allocation

a. Acquisition

CDBG	The City of Kenosha is an Entitlement City for the CDBG Program. Funds are used by non-profit agencies and City Housing Departments.
HOME	The City of Kenosha is an Participating Jurisdiction for the HOME Program. Funds are used by non-profit agencies and City Housing Departments.
HNRF	The City of Kenosha allocated funds under the City's Capital Improvement Program. Funds are used by non-profit agencies and City Housing Departments.

b. Rehabilitation

CDBG	The City of Kenosha is an Entitlement City for the CDBG Program. Funds are used for rehabilitation loans/grants of low and moderate income owner and renter occupied housing units citywide.
HOME	The City of Kenosha is an Participating Jurisdiction for the HOME Program. Funds are used for rehabilitation loans/grants of low and moderate income owner and renter occupied housing units citywide.
DOE	Weatherization of homes through the Racine/Kenosha Community Action agency. Citywide activity.
WHEDA	Funds are used for rehabilitation loans of low and moderate owner and occupied housing units citywide.
Interfaith	Rehabilitates houses for low income homeownership Homework within the Reinvestment Neighborhood.
NHS	Rehabilitates houses for existing homeowners and new homebuyers within the NHS target area.
Columbus Park Hsg.	Rehabilitates houses for low income renters citywide
Local Utilities	Weatherization of homes for low income persons, citywide.
KHP	Provides loans for the rehabilitation of renter occupied housing, citywide.

c. New Construction

NHS	Construction of new single-family homes for low/moderate income persons on vacant inner-city lots.
KHP	Provide loans for the construction of renter occupied housing, citywide.
Private Investment	Construction of low income rental housing through tax credits, citywide.

d. Home Buyer Assistance

WHEDA	Low interest loans to low income first time home buyers.
Interfaith	No interest loans to low income first time homebuyers of Homework Interfaith rehabilitated homes
HCRI	Homebuyer downpayment/closing costs assistance grants
NHS	Homebuyer counseling for potential homebuyers.

e. Rental Assistance

Section 8 Existing	Certificates and Vouchers for low income households.
HCRI	Short term rental assistance to low income households.

f. Homeless Assistance

Shalom	Provides emergency family shelter facilities and soup Center kitchen.
INNS	Coordinated shelter program operated by local churches on a rotating basis.

g. Homeless Prevention

ESG	Can fund homeless prevention programs.

Strategy Implementation

The priorities established take into consideration the needs assessment conclusions from the Community Description. The assessment indicates that all categories identified in "Listing of Priority Needs" are in need of some assistance. The top priority for assistance is given to the groups which are disproportionate compared with that of the community at large. The following is a listing of groups which exhibit the most need.

- Extremely Low Income (0-30% MFI) Small Related Renter Households - Cost Burden > 50%
- Extremely Low Income (0-30% MFI) Small Related Renter Households - Physical Defects -
- Very Low Income (31-50% MFI) Small Related Renter Households - Physical Defects
- Extremely Low Income (0-30% MFI) Large Related Renter Households - Cost Burden > 50%
- Extremely Low Income (0-30% MFI) Large Related Renter Households - Physical Defects
- Very Low Income (31-50% MFI) Large Related Renter Households - Physical Defects
- Low Income (51-80% MFI) Large Related Renter Households - Physical Defects
- Very Low Income (35-50) Large Related Renter Households - Overcrowded
- Extremely Low Income (0-30%) Elderly - Cost Burden > 50%
- Extremely Low Income (0-30% MFI) Elderly - Physical Defects
- Very Low Income (31-50%) Elderly - Physical Defects
- Extremely Low Income (0-30%) Owner - Cost Burden > 50%
- Extremely Low Income (0-30) Owner - Physical Defects
- Very Low Income (31-50%) Owner - Physical Defects

The above groups will be assisted city-wide by programs which have and will receive sufficient funding, are cost effective and for which expertise exists for implementation in the City. The following section provides an analysis of the community's top housing priorities.

Priority Implementation

- **Increased Homeownership**

Kenosha's market for owner-occupied housing units is quite tight, less than 1%, according to 1990 Census data. The predominance of rental occupied housing units within the City's older neighborhoods is evident by the map on page A-6. The City's philosophy is to promote homeownership within these areas to provide stability and improvement.

- **Rehabilitation of Owner Occupied Housing**

The "Listing of Priority Needs Table" indicates the need for rehabilitation activities to benefit low income households. Emphasis will be placed upon rehabilitating housing units occupied by low income (0-80% MFI) households, particularly families.

- **Rehabilitation of Renter-Occupied Housing**

The "Listing of Priority Needs Table" indicates the need for rehabilitation activities to benefit low income renter households. Emphasis will be placed upon rehabilitating housing units occupied by very low income (0-50% MFI) households, particularly families.

- **New Construction**

The "Listing of Priority Needs Table" indicates a need for increased housing construction, particularly rental units for large households. The 1990 Census data indicates that large related renter households had a significant incidence for overcrowding as well a significant incidence for cost burden. Their housing needs maybe assisted with rental assistance and a greater supply of larger affordable housing units.

- **Rental Assistance**

As indicated in the "Listing of Priority Needs Table", lower income renters have a greater incidence of cost burdens and a have a significant need for financial assistance. Emphasis will be placed upon providing assistance to very low income (0-50% MFI) households, particularly families.

1995 Priority Needs Table
(Actual Number of Units to be Accomplished)

Program	Priority #	Total Units	Income			Elderly 1 & 2 Member Households	Small Related 2-4 Member Households	Large Related 5+ Member Households	Owner Occupied	Renter
			Very Low	Low	Moderate					
HOME	1	2	-	-	2	-	1	1	2	-
Interfaith	1	1	-	1	-	-	1	-	1	-
NHS	1	35	-	10	25	3	2	30	35	-
KHP AHF	2	2	-	-	2	-	2	-	2	-
HNRF	2	4	-	-	4	-	1	3	4	-
CAA	2	47	21	26	-	25	19	3	47	-
HOME	2	2	-	-	2	-	1	1	2	-
HDLF	2	18	1	11	6	2	11	5	18	-
Interfaith	2	1	-	1	-	-	1	-	1	-
Rehab Grant	2	30	12	18	-	10	10	10	30	-
CAA Homeless	3	422	-	325	97	-	400	22	-	422
CAA Voucher	3	356	-	356	-	-	296	60	-	356
HOME	4	80	38	40	2	75	5	-	-	80
KHP AHF	4	5	1	1	3	-	4	1	-	5
HNRF	4	1	-	-	1	-	-	1	-	1
CAA	4	123	108	15	-	81	36	6	-	123
HOME RRP	4	25	20	5	-	3	15	7	-	25
HDLF	4	2	-	1	1	1	-	1	-	2
Columbus Park	4	4	-	-	4	-	-	4	-	4
HOME	5	60	-	60	-	60	-	-	-	60
KHP AHF	5	65	10	50	5	60	2	3	5	60
Total		1,285	211	920	154	320	807	158	147	1,138

Community Development Needs and Objectives

The priority non-housing community development needs are developed through the Community Development Block Grant Needs and Objectives that have evolved over the life of the CDBG program. Listed below are the short term (one to two year period) and long term (three to five years) needs and objectives.

1. Neighborhood Revitalization Needs

To provide citizens with viable neighborhoods and address those neighborhoods affected by blight and deterioration. Concentrating on the following Neighborhoods:

- a. Columbus Park
- b. Lincoln Park
- c. Washington Park
- d. Wilson Heights

Short Term Objectives to Meet Needs

- a. Provide housing rehabilitation loans/grants through the City's Department of Housing and Neighborhood Development.
- b. Provide funding to Neighborhood Based Non profits to undertake housing rehabilitation and homeownership programs.
- c. Develop and improve City Parks.
- d. Increase police patrols.
- e. Resurface streets.
- f. Replace curb and gutter.
- g. Construct sidewalk ramps
- h. Eliminate dead-end streets.
- i. Provide funding for the Historic Preservation Loan Program.
- j. Improve exterior building conditions.
- k. Improve public utilities

Anticipated Long Term Program Objectives to Meet Needs

- a. Maintain, improve, and expand the City's housing stock.
- b. Benefit low and moderate income persons.
- c. Aid in the prevention and elimination of slums and blight.
- d. Provide employment through commercial/ industrial expansion/retention
- e. Improve existing public facilities.
- f. Maintain existing parks and develop new public parks.
- g. Decrease the incidence of crime.
- h. Stabilize / improve the historical, architectural, and aesthetic character
- i. Provide access to all public areas for the handicapped.
- j. Increase owner/renter mix in neighborhoods towards City average

2. Housing Needs (See Housing & Homeless Strategies, Priority Needs & Objectives)

3. Economic Development and Job Needs

The City's industrial and commercial base must be maintained and expanded to sustain or increase the level of jobs, and increase the tax base.

Short Term Objectives to Meet Needs

- a. Develop the underutilized lakefront property
- b. Improve neighborhood business areas.
- c. Promote the creation of new jobs and the retention of existing jobs.
- d. Improvement of Downtown/Uptown commercial districts.
- e. Promote industrial expansion.

Anticipated Long Term Program Objectives to Meet Needs

- a. Provide low and moderate income employment through commercial and manufacturing expansion.
- b. Increase the City's tax base to stabilize the property tax.
- c. Provide land for manufacturing and commercial expansion and development.
- d. Assist in manufacturing and commercial revitalization.
- e. Provide public facilities and services for commercial and manufacturing growth.
- f. Promote the creation of new jobs and retention of existing jobs.
- g. Upgrade economically blighted areas.
- h. Decrease unemployment rates.

4. Public Facility Needs

Improvements to public facilities are essential to revitalizing neighborhoods and maintaining an adequate level of city services to low and moderate income areas.

Short Term Objectives to Meet Needs

- a. Replace deteriorated concrete sidewalks in city parks.
- b. Improve City streets and sidewalks.
- c. Resurface playgrounds in City parks.
- d. Replace play equipment in City parks.
- e. Install sidewalk ramps.
- f. Replace deteriorated curb and gutter.
- g. Upgrade deficient sanitary and waste sewers.

Anticipated Long Term Program Objectives to Meet Needs

- a. Pave and resurface asphalt streets.
- b. Pave and resurface concrete streets.
- c. Rehabilitate railroad crossings.
- d. Improve sidewalks.
- e. Reconstruct curbs and gutters.
- f. Construct and reconstruct sanitary sewers.
- g. Construct and reconstruct storm sewers.
- h. Renovate, reconstruct or construct park and recreation facilities including community neighborhood centers.
- i. Renovate or reconstruct bridges.
- j. Improve public waterfront areas.
- k. Remove obsolete public facilities and redevelop the site.
- l. Improve public buildings and sites.

5. Public Service Needs

Provide citizens with safe, clean, attractive, family supportive, service accessible, actively youth involved neighborhoods.

Short Term Objectives to Meet Needs

- a. Increase police patrols in low and moderate income areas.
- b. Increase Fair Housing efforts.
- c. Support youth programs.
- d. Improve services for the homeless and special needs
- e. Assist in sheltering the homeless.

Anticipated Long Term Program Objectives to Meet Needs

- a. Improve the City's housing code enforcement effort.
- b. Improve police protection and lessen the incidence of crime.
- c. Provide for improved neighborhood communication and coordination.
- d. Provide programs which provide activities and employment for Kenosha's youth.
- e. Help provide information systems as needed by low and moderate income persons.
- f. Assist in housing choices.
- g. Provide information on the City's historically and architecturally significant buildings.
- h. Further fair housing.

6. Removal of Slums and Blight Needs

To provide citizens with viable neighborhoods

Short Term Objectives to Meet Needs

- a. Replace deteriorating sidewalks in City parks.
- b. Increase police patrols in low and moderate income areas.
- c. Resurface courts in City parks.
- d. Develop/Improve the lakefront.
- e. Resurface asphalt streets.
- f. Replace failed curb and gutter.
- g. Renovate concrete streets.
- h. Rehabilitate historically significant buildings.
- i. Construct sidewalk ramps.
- j. Improve City parks.
- k. Improve public buildings.
- l. Improve neighborhood business areas.
- m. Remove blighted structures.
- n. Improve building exteriors/facades.
- o. Eliminate land use conflicts.

Anticipated Long Term Program Objectives to Meet Needs

- a. Implement Historic Preservation Ordinance.
- b. Implement Neighborhood Plans after adoption by the Common Council.
- c. Construct new and improve existing public facilities.
- d. Redevelop the lakefront.
- e. Revitalize existing commercial and manufacturing needs.
- f. Remove obsolete public facilities.
- g. Improve neighborhoods.
- h. Eliminate slums /blight through acquisition, rehabilitation/reuse
- i. Improve public facilities

7. Parks, Recreation and Cultural Services Needs

Short Term Objectives to Meet Needs

- a. Improve the lakeshore.
- b. Replace deteriorating sidewalks in City parks.
- c. Resurface playgrounds in parks.
- d. Resurface park courts.
- e. Plant additional trees in parks.
- f. Install new play equipment in parks.

Anticipated Long Term Program Objectives to Meet Needs

- a. Redevelop existing parks and recreation areas for use by low and moderate income persons.
- b. Improve the public land available for use near the lakefront.
- c. Provide park and recreation programs for low and moderate income persons.
- d. Provide programs for special groups such as elderly and developmentally disabled.
- e. Rehabilitate youth/neighborhood centers and improve services
- f. Expand youth/neighborhood centers.

8. Historic Preservation Needs

The City has many structures of historical and architectural significance which need rehabilitation and recognition. The owners of historically and architecturally significant structures need assistance in their restoration, research and preservation.

Short Term Objectives to Meet Needs

- a. Assist the Historic Preservation Commission.
- b. Assist low and moderate income persons in housing restoration through the various housing rehabilitation programs.
- c. Restore structures in historic districts.
- d. Prepare historical studies.
- e. Redesignate local landmarks under the new ordinance.
- f. Protect Historic sites, buildings and districts.

Anticipated Long Term Objectives to Meet Needs

- a. Identify and evaluate historic areas, places, structures/improvements
- b. Promote public education, interest and support of preservation.
- c. Implement Historic Preservation Ordinance.

9. Lakefront Revitalization Needs

The City is located on the shore of Lake Michigan. The City's lakefront areas are presently in need of redevelopment.

Short Term Objectives to Meet Needs

- a. Improve the lakeshore.
- b. Provide public access along lakefront
- c. Redevelop lakefront areas.
- d. Increase job opportunities.
- e. Increase tax base.

Anticipated Long Term Program Objectives to Meet Needs

- a. Improve public access to and along the lakefront areas.
- b. Improve land based facilities along the lakefront areas.
- c. Revitalize the public facilities along the lakefront.
- d. Increase the city's tax base.
- e. Provide economic Development opportunities through job creation

10. Handicapped Access Needs

The City has some physical and architectural barriers which make some facilities in the City inaccessible to handicapped and elderly persons.

Short Term Objectives to Meet Needs

- a. Construct sidewalk ramps.

Anticipated Long Term Objectives to Meet Needs

- a. Make all sidewalks in City usable by the handicapped.
- b. Make all public facilities in the City accessible to the handicapped.

Anti-Poverty Strategy

Reducing the Number of Kenosha Households Below the Poverty Line

The Kenosha Housing Authority operates a Family Self Sufficiency Program which has the goal of promoting economic independence (for its clients on rental assistance). Existing opportunities for education, occupational training and job seeking assistance are coordinated to assist families in overcoming the barriers which prohibited them from achieving self sufficiency. Participants in the Family Self Sufficiency work towards setting and obtaining future life and career goals by accomplishing specific activities and objectives.

The mission of the Kenosha County Job Opportunities and Basic Skills Training Program, also known as JOBS, is to empower participants in public assistance programs to attain and sustain economic self-sufficiency. The program prepares participants for full-time employment by engaging them in activities to make them more competitive in the local job market.

A program entitled, WorkFirst assigns JOBS participants who receive AFDC to a work program and to a work situation. This program forges in a participant's the connection between receiving public assistance and preparing for economic self-sufficiency by eliminating the time lag between AFDC application and JOBS Program enrollment.

The Shalom Center Emergency Family Center provides child care which allows parents living in the shelter to attend Gateway Technical College's basic skill training held at the shelter, to conduct job and housing searches, and to meet with social services agency staff.

The Homeless Youth Program, operated by KYDS provides an array of scattered-site, independent living arrangements for up to 20 youth (16-21 years of age) at a time. The long-term goal is to teach the skills necessary to maintain housing and lead a responsible adult lifestyle. The program offers independent living skills training, education planning, individualized treatment planning and assessment, as well as weekly in-house group meetings for support and AODA information.

Producing and Preserving Affordable Housing

The Carpenters Home Improvement Program (CHIP) through the coordinated efforts of the City, the school district, and the local carpenters' union provides on the job training for students and assists lower income homeowners with necessary repairs to their properties.

The advantages of this program are two-fold. First of all, a low-cost home improvement contractor is provided to a low income homeowner who could not otherwise afford repairs. Secondly, a group of students are provided with an opportunity to develop the skills necessary to allow them to enter into a construction apprenticeship program after high school.

Lead Based Paint

In estimating the number of housing units with lead base paint (LBP) in the city, CHAS Data Table 9 and the percentage guide (provided in the training manual) to estimate the presence of lead base paint through construction periods were used. Based on 1990 Census data, there are 31,176 housing units in Kenosha in which 27,139 housing units were built prior to 1980. Pre-1980 housing units represent nearly 91% of the city's housing stock. The following tables depict the estimated number of housing units with LBP by household income and construction periods.

Age of Unit: Year Built	# of Very Low Income Households	Percent with Lead-Based Paint	# Estimated with Lead-Based Paint	Margin of Error
Pre 1940	4,903	X 90% =	4,413	X 10% = 441
1940-1959	1,645	X 80% =	1,316	X 10% = 132
1960-1979	2,139	X 62% =	1,326	X 10% = 133
Total	8,687		7,055	705

Age of Unit: Year Built	# of Low Income Households	Percent with Lead-Based Paint	# Estimated with Lead-Based Paint	Margin of Error
Pre 1940	4,203	X 90% =	3,783	X 10% = 378
1940-1959	5,901	X 80% =	4,721	X 10% = 472
1960-1979	5,301	X 62% =	3,287	X 10% = 329
Total	15,405		11,790	1,179

Age of Unit: Year Built	# of Other Income Households	Percent with Lead-Based Paint	# Estimated with Lead-Based Paint	Margin of Error
Pre 1940	900	X 90% =	810	X 10% = 81
1940-1959	287	X 80% =	230	X 10% = 23
1960-1979	1,860	X 62% =	1,153	X 10% = 115
Total	3,047		2,193	219

Age of Unit: Year Built	# of Households	Percent with Lead-Based Paint	# Estimated with Lead-Based Paint	Margin of Error
Pre 1940	10,006	X 90% =	9,005	X 10% = 901
1940-1959	7,833	X 80% =	6,266	X 10% = 627
1960-1979	9,300	X 62% =	5,766	X 10% = 577
Total	27,139		21,038	2,104

The estimated totals are higher for very low income and low income households compared to an estimated 2,193 (+/- 10%) for all other households with lead-base paint in Kenosha. This data also indicates that a greater percentage of very low income and low income households

*City of Kenosha, Wisconsin
Consolidated Plan*

are living in housing built prior to 1980: 96% of housing built between 1940-1959; 91% of housing built prior to 1940 and; 80% of housing built between 1960-1979.

The following process is currently utilized by the City to identify potential lead-based paint hazards in projects completed as part of the City's housing rehabilitation programs.

1. Each property under consideration for rehabilitation assistance is inspected by a City building inspector for signs of lead-based paint hazards, such as cracking, chipping or peeling paint.
2. For properties which are identified to potentially contain lead-based paint and are occupied by children under the age of seven, those children are tested by the Kenosha County Health Department for blood lead levels.
3. Properties occupied by children under the age of seven with elevated blood lead levels (in excess of 25 mg/dl) are required to be abated of all lead-based paint hazards in accordance with health department requirements.
4. Properties which are identified to potentially contain lead-based paint, and are not occupied by children under the age of seven are required to be either tested and abated; or, are assumed to contain lead-based paint and all defective surfaces are abated in lieu of any testing requirements.

Although the above procedure is being followed by the City in regard to its housing rehabilitation programs, only a small portion of the city's aged housing stock is inspected annually. Furthermore, only a portion of the inspected houses is occupied by children under the age of seven. Statistics on the City's past rehabilitation inspections have not been maintained; however, it is known with a fair degree of certainty that no units containing defective surfaces were rehabilitated by the City while being occupied by a child under the age of seven with an elevated blood lead level.

The Kenosha County Health Department has a lead poisoning prevention program. Blood lead screening is available to children 6 months to 6 years through the Department's Health Check and WIC Programs at no cost to the participant. Special lead screening clinics may be held periodically during the year. If the lead level is elevated, follow-up measures are undertaken according to the severity of the case from retesting and education to immediate referral to a physician and/or to an emergency room.

In cases of elevated blood lead levels, the Environmental Health Division of the County Health Department conducts interior and exterior inspections of the child's living quarters. Positive incidence of lead results in follow-up by the Environmental Health Division for effective hazard control.

Lead-Based Paint Hazard Reduction

Categories of residents to be assisted:

Lead-poisoned children and low-income families with young children

The City's Department of Housing and Neighborhood Development has developed a procedure to identify potential lead-based paint hazards in projects completed as part of the City's housing rehabilitation programs. A description of this procedure may be found in the general market and inventory of the Community Profile.

Actions for the Coming Year

Establish an inter-agency working group to complete thorough needs assessment and coordinate efforts across agency lines.

Continue outreach for target groups.

Ensure continued integration and coordination of city efforts in housing and public health programs.

Barriers to Affordable Housing

There are a number of State and local regulations designed to promote the orderly development and maintenance of safe, decent and sanitary housing in the community. Sometimes these regulations can act as barriers to affordable housing. That does not appear to be the case in Kenosha.

The City has no local building code. To eliminate duplication, it uses the codes established by the State for uniform construction standards. These standards parallel the three National Code standards and are minimum provisions to ensure general safety for the public. The State codes and guidelines are also appealable to the State (DILHR). Consequently, the City's building codes do not appear to hinder the development or preservation of affordable housing.

Likewise, the locally established Minimum Housing Code does not create a barrier for affordable housing. These standards parallel the National Minimum Housing Code Standards and are minimum requirements established to preserve and promote the public health, safety, comfort, personality and general welfare of the people. Their enforcement is necessary to preserve and encourage the private/public interests in housing and its maintenance. At the same time, these standards are appealable, locally, to ensure there are no undue hardships.

An examination of the community's fee structures indicates the City's building permit fees and charges are at a median, as compared to surrounding communities. In fact, in the case of new housing development, the City is currently subsidizing the cost of services because the cost to the City is greater than the development fees charged. The City's positive, proactive position on housing development and preservation is further evidenced by its departmental restructuring to facilitate and better coordinate the development and housing process, as well as the substantial resources and technical assistance the City provides to the development and preservation of affordable housing.

The City's zoning and land-use codes promote the morals, aesthetics, prosperity, health, safety and general welfare of all people in Kenosha. These codes are constructed to allow compatible development throughout the community and are flexible enough to encourage redevelopment in the community's existing, established areas. This is evidenced by development in both the City's outlying and urban areas. These codes, like other local codes, are appealable locally to ensure equitable and fair treatment.

Local taxes are the responsibility of the County and the County Assessor's Office. All residential properties are assessed on a county-wide basis using comparable properties in and around the immediate neighborhood. County-wide assessing appears to ensure an equitable treatment of residential property and provides an incentive to those who maintain and improve their properties.

The current public policies relating to housing and, in particular, affordable housing, do not appear to be excessive, exclusionary, or discriminatory nor do they duplicate any other policies. However, the City will continue to monitor those relevant public policies to ensure they do not change in such a manner as to constitute a barrier to affordable housing. The City will also continue its pro-active position, regarding affordable housing, by continuing to provide both financial and technical assistance to affordable housing activities and projects.

Organizational Structure

The Adhoc Housing Coordinating Committee brings together city agencies, county agencies and nonprofit organizations resulting in greater awareness of the nature of other groups' housing efforts as well as cooperation and sharing of information among groups. Collaboration among city agencies and nonprofit groups has led to joint application and awarding of HOME and HCRI funding.

HOME Program Resale and Recapture Provisions:

The City of Kenosha anticipates that some of the first-time homebuyer (FTHB) assistance provided with HOME funding will be a development subsidy used by the developer (HOME loan recipient) to produce affordable housing units. In those instances, it is expected that some of this subsidy will be an "overdevelopment" subsidy and the subsidy may not be recaptured. However, when the development subsidy is also used to reduce the purchase price of a home below market value, the HOME funds used to reduce the purchase price of the home below market value will be subject to recapture.

The City of Kenosha will also require that first-time homebuyers who have been assisted with HOME funding be subject to recapture provisions in the event the homebuyer sells their home before the period of affordability has expired; Five years where the per unit amount of HOME funds is less than \$15,000; ten years where the per unit amount of HOME funds provided is \$15,000 to \$40,000; 15 years where the per unit amount of HOME funds is greater than \$40,000; and 20 years for any unit constructed using HOME funds. The City of Kenosha has elected to use what is commonly referred to as "Option 1 - Ongoing Commitment To a First-Time Homebuyer Program" as a guide for its resale requirements. Under this option, any net proceeds from the sale of a HOME-assisted property will be returned to the City's HOME account and then used to assist another income eligible first-time homebuyer.

HOME PROGRAM Affirmative Marketing Policy

Policy

The City shall use a variety of public service announcements to inform persons of all genders, races, ages, ethnic groups, religious orientation, employment status, sources of income, marital status and sexual orientations of the availability of the housing opportunities made under the HOME Program.

Actions

By virtue of the above policy, the City of Kenosha

1. Will continue to periodically publish information about programs it is implementing. Such information will include reference to the Affirmative Marketing Policy; Federal, State and local fair housing laws; and contain information on the program and housing units. New programs are introduced to the community through special news releases and as such call attention and impart information about them.
2. Does include in its contractual agreement with subrecipients in the HOME Program, the requirements of an Affirmative Marketing Policy for a period of time equal to their HOME loan term.

This policy is to include the following requirements:

- a. Inform the Kenosha Housing Authority (K.H.A.) and those community organizations offering housing referral services when a unit becomes available.
- b. Maintain a log of all households and applications received for occupancy in vacant units and permit an annual review of those records by the Department of H.A.N.D.
- c. Use the Equal Housing Opportunity logo, slogan or statement in all advertising:

Equal Opportunity Logo:

Slogan: "Equal Housing Opportunity"

Statement: "We are pledged to the letter and spirit of U.S. policy for achievement of equal housing opportunity throughout the nation. We encourage and support an affirmative advertising and marketing program in which there are no barriers to obtaining housing because of race, color, religion or national origin."

This information will be provided individually unless the advertisement appears in publication which carries a blanket Equal Opportunity logo, slogan or statement.

- d. Maintain a nondiscriminatory hiring policy.

- e. Display the Equal Housing Opportunity logo
3. Requires that in support of the Affirmative Marketing Policy, the subrecipient makes every effort to solicit applications from persons not likely to apply for the housing without special outreach. This shall include in addition to notifying the Kenosha Housing Authority of occurring vacancies, notifying the Kenosha Spanish Center, the Kenosha Urban League and any other community organizations the City identifies as providing housing referral services.
4. Review subrecipient efforts to affirmatively market their units on an annual basis and suggest corrective action for subrecipients who fail to follow the affirmative marketing requirements.
5. Through the Department of H.A.N.D., will develop and distribute informative materials through community outlets to aid in the affirmative marketing effort of these units.

Records

As a result of the Affirmative Marketing Policy and the actions outlined above, the City of Kenosha

1. Will document its good faith efforts to inform persons about vacant unit and how they can be occupied.
2. Will conduct evaluations of assisted units to ensure compliance with the Affirmative Marketing Policy and to determine the policy's impact.
3. Will maintain and make available records which will detail affirmative marketing actions by the City of Kenosha through the Department of H.A.N.D. The City also maintains documentation and communication with the Equal Housing and Equal Opportunity Office of the Milwaukee Area HUD office.
4. Will maintain and make available the following data from each program-assisted project:
 - a. The race, family size, gender and income of households moving into assisted projects.
 - b. The race, gender, family size and income of any household displaced as a result of program activities.

This data will be reviewed annually or periodically as determined by the City to effectively and efficiently report such information to HUD. This data will be used to assess the program's impact, households benefiting from program activities and the subrecipients efforts to affirmatively market the assisted units. Any subrecipient found not marketing the units in an affirmative manner will face actions outlined in this policy.

HOME PROGRAM

Affirmative Marketing and Outreach to Minority and Women Owned Businesses

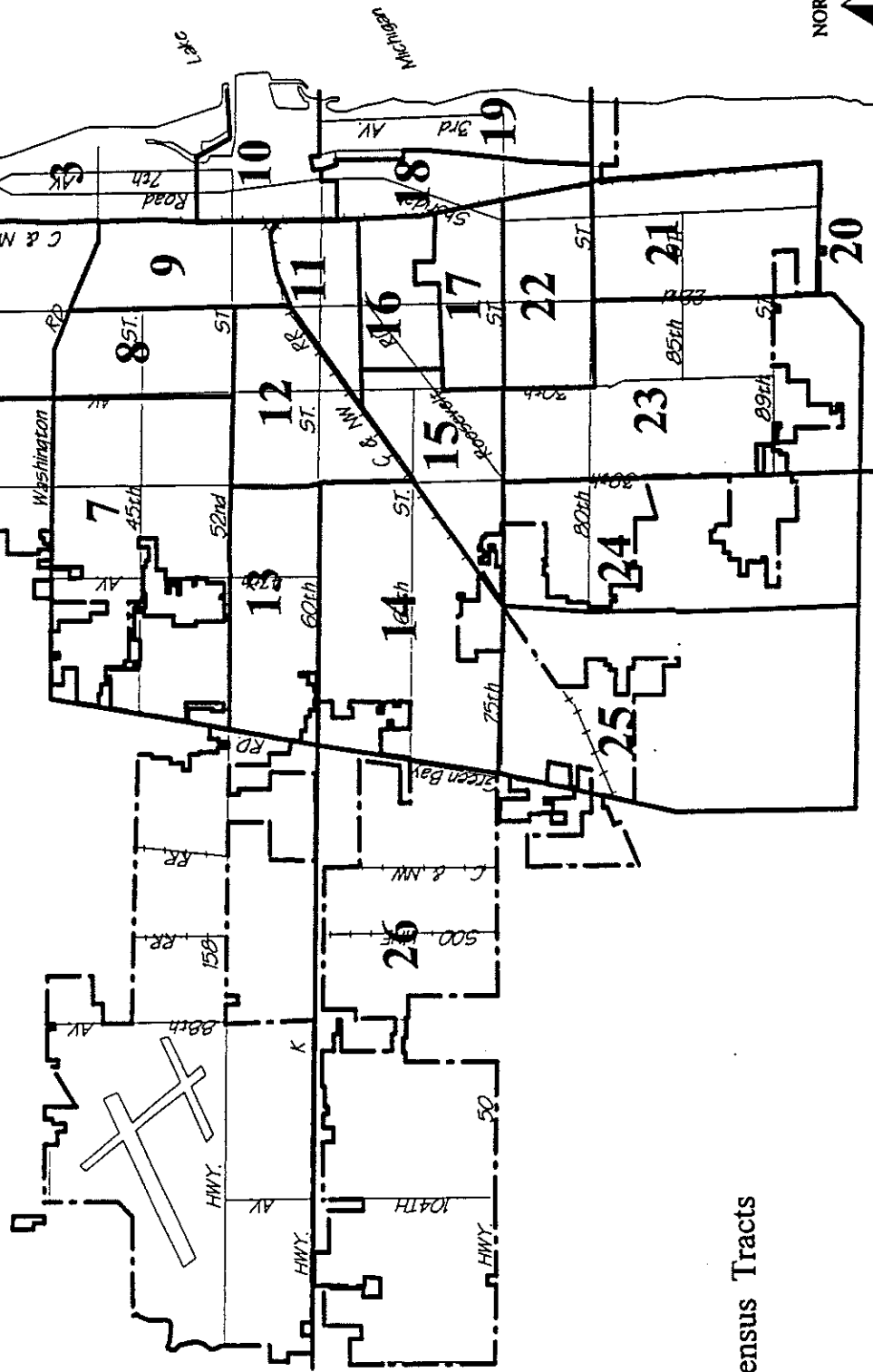
The City of Kenosha shall administer its HOME Program in a manner that will further the purposes of federal, state and local affirmative marketing and equal opportunity requirements. To that end, The City of Kenosha will:

- o Conduct its affirmative marketing and outreach to minority (MBE) and women owned businesses (WBE) in conformance with 24 CFR Part 85.36 (e).
- o Compile and utilize a listing of all known MBE'S and WBE'S, their capabilities, services, supplies and/or products in the Kenosha area.
- o Encourage MBE'S and WBE'S to participate in the City of Kenosha's HOME Program.
- o Require HOME subrecipients to take affirmative steps to use MBE'S and/or WBE'S in HOME funded projects.
- o Require HOME subrecipients to maintain appropriate records to document the number and types of contracts and subcontracts it awards, the dollar value of each award, and the gender and ethnic/racial status of the management/ownership of the business.
- o Compile an annual record of MBE'S and WBE'S participating in the HOME Program and conduct an annual review to assess the effectiveness of efforts to encourage participation by minority and women owned businesses.

APPENDIX A

1995 City of Kenosha CONSOLIDATED PLAN

6



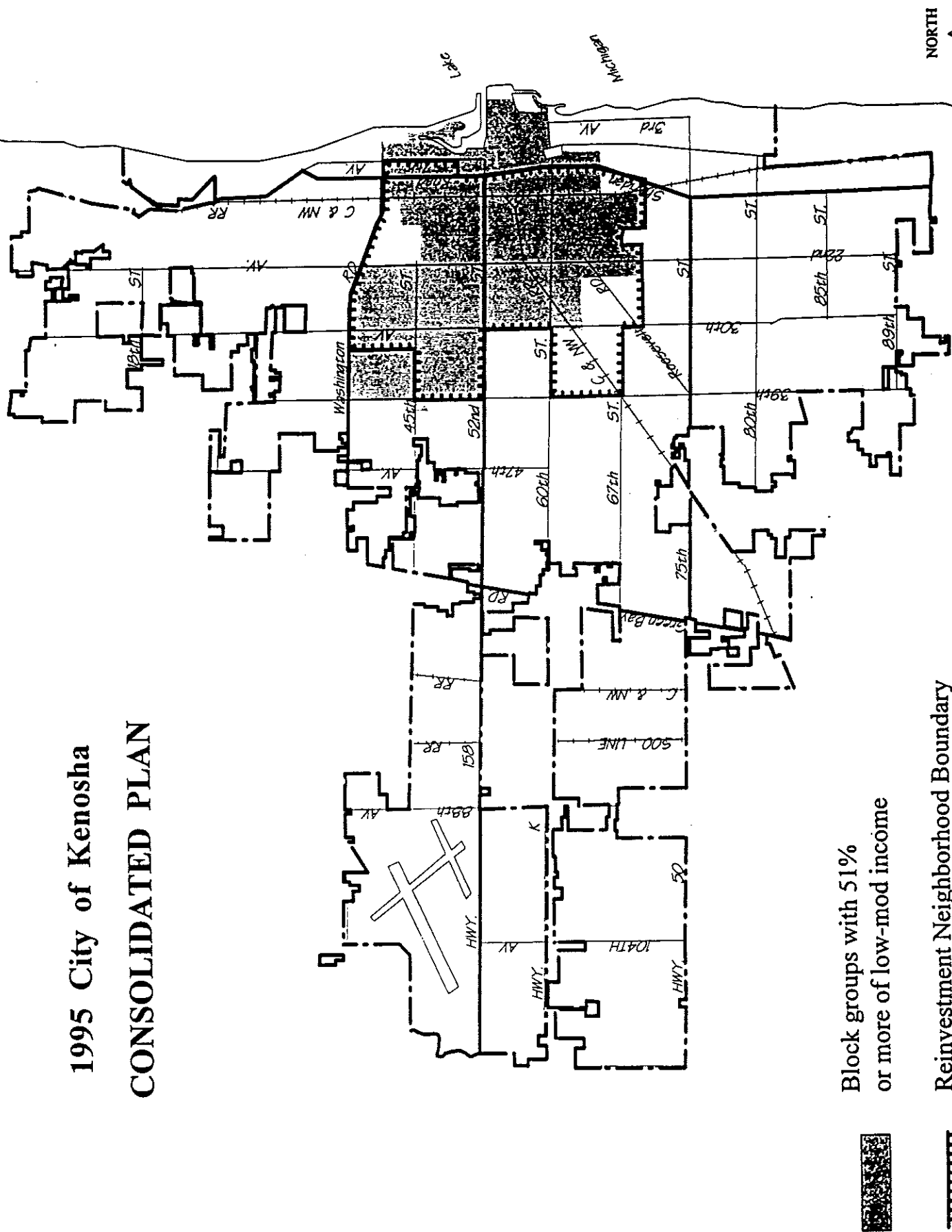
6 - Census Tracts

Department of City Development ~ City Plan Division ~ RAF ~ AJG ~ 04/24/95 ~ TZ



1995 City of Kenosha

CONSOLIDATED PLAN

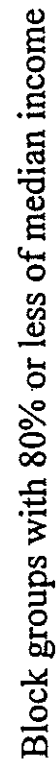


**Block groups with 51%
or more of low-mod income**

Reinvestment Neighborhood Boundary

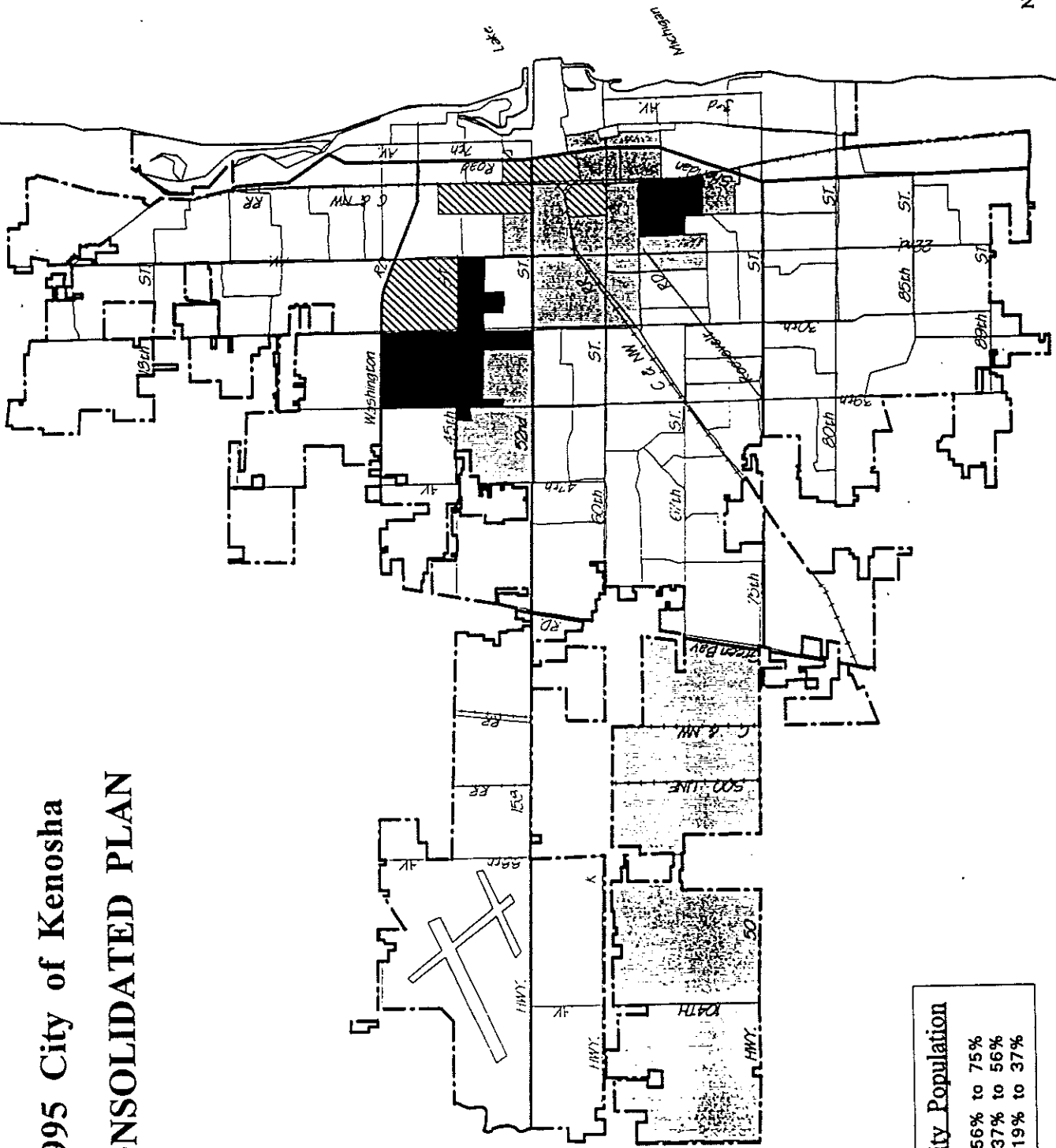
Department of City Development ~ City Plan Division ~ RAF ~ AJG ~ 04/24/95 ~ TZ

1995 City of Kenosha



Department of City Development ~ City Plan Division ~ RAF ~ AJG ~ 04/24/95 ~ TZ

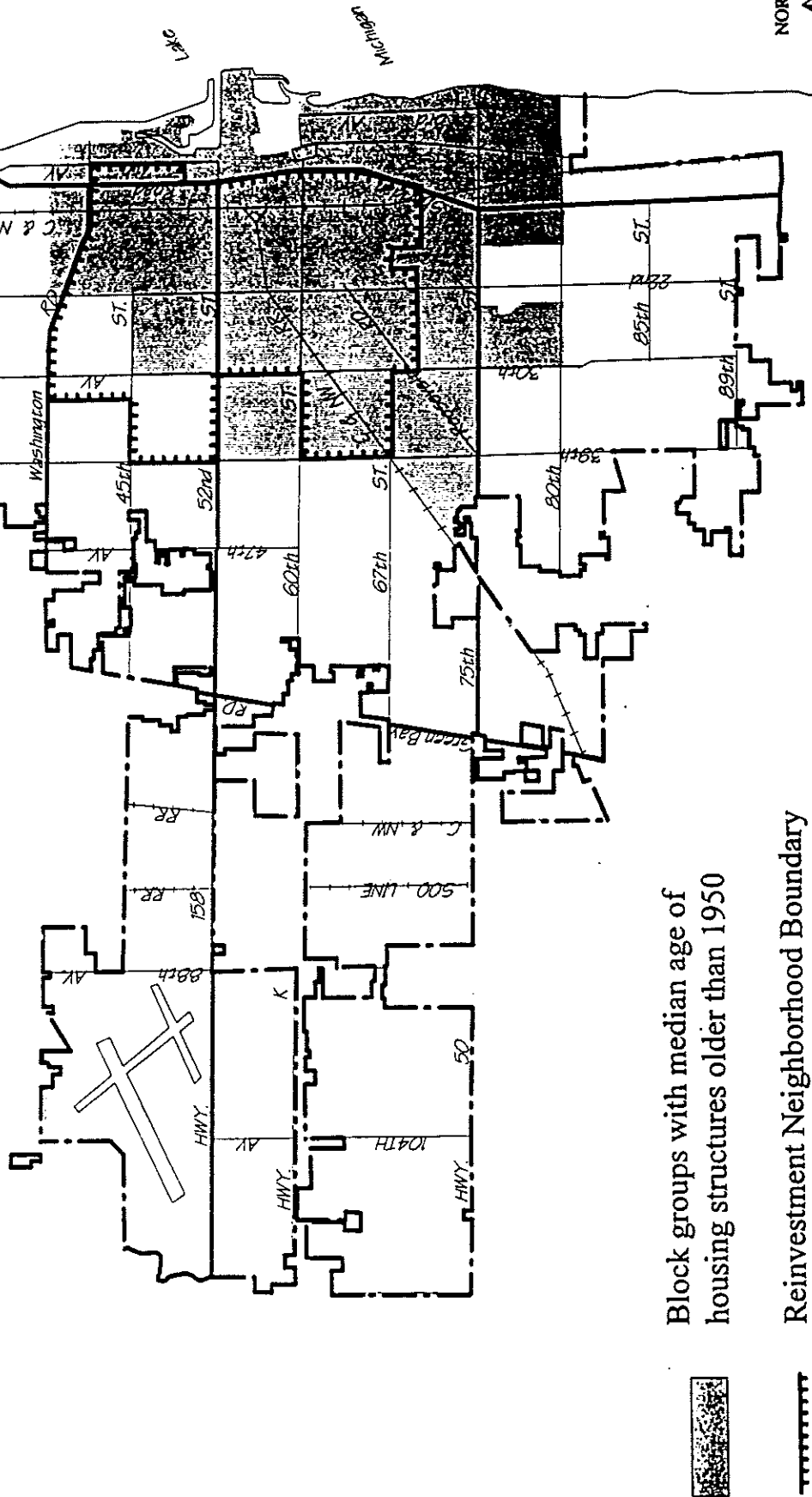
1995 City of Kenosha CONSOLIDATED PLAN



Minority Population

- 56% to 75%
- ▨ 37% to 56%
- ▩ 19% to 37%

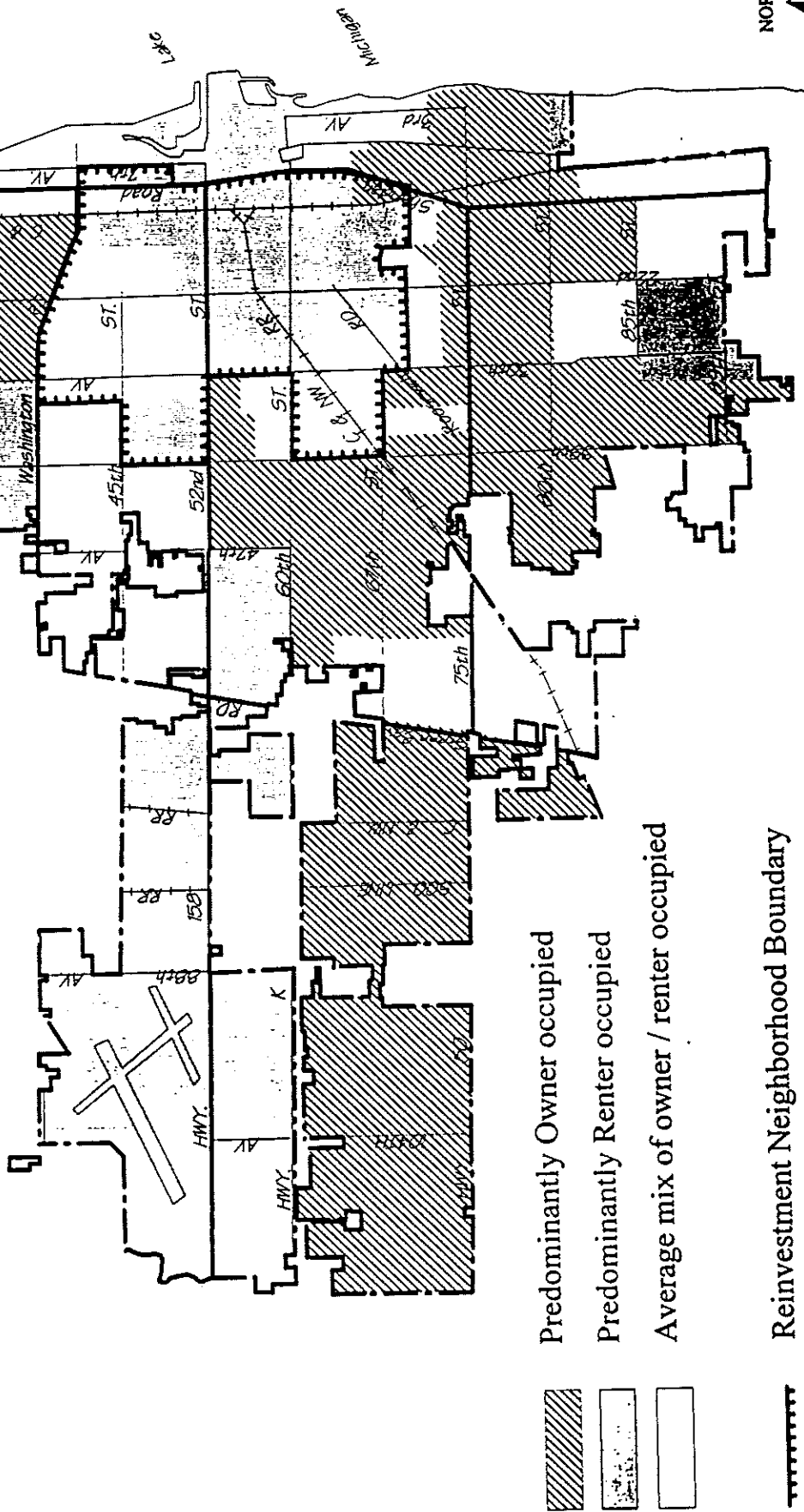
1995 City of Kenosha CONSOLIDATED PLAN



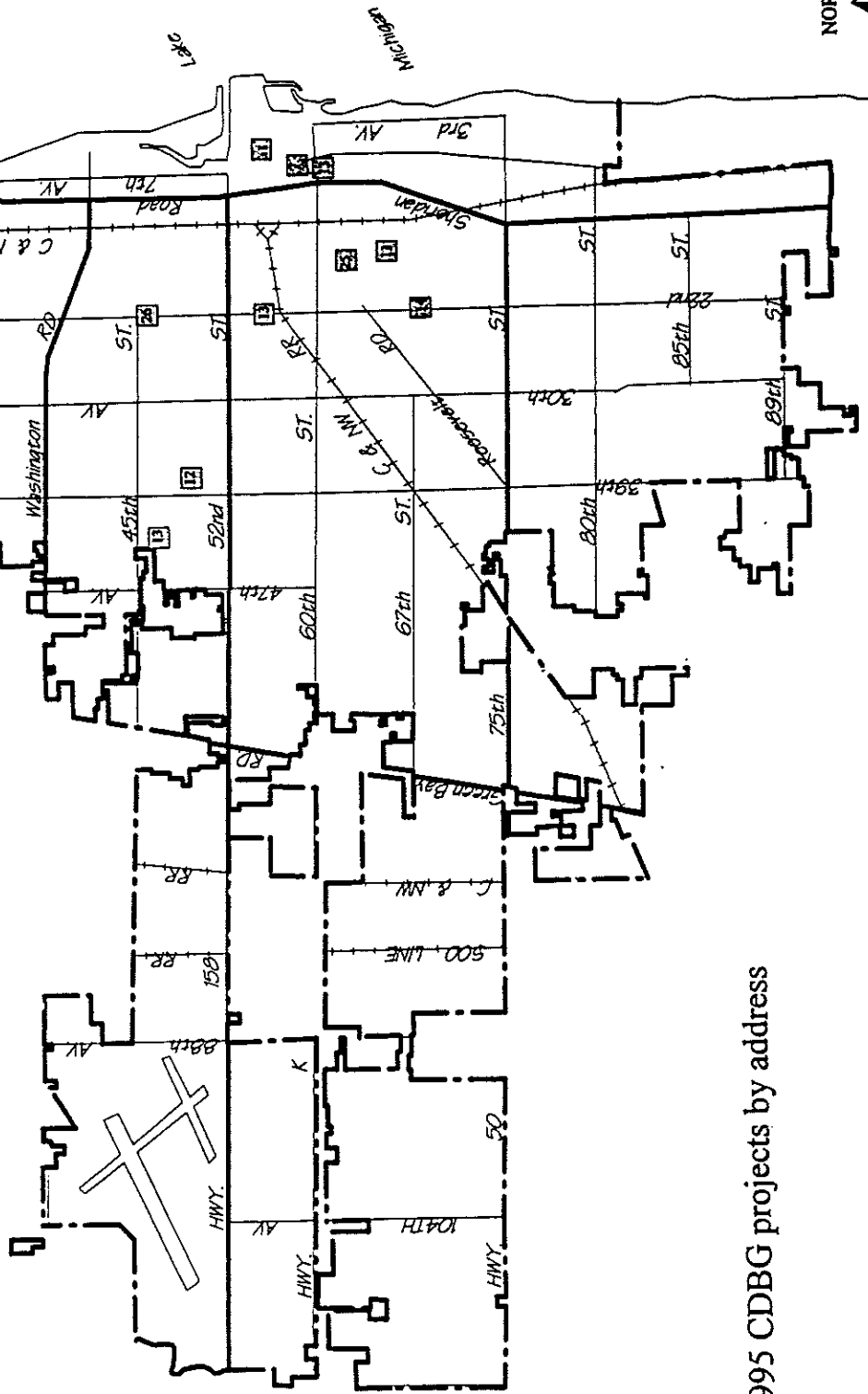
Block groups with median age of
housing structures older than 1950

Reinvestment Neighborhood Boundary

1995 City of Kenosha CONSOLIDATED PLAN



1995 City of Kenosha CONSOLIDATED PLAN



1995 CDBG projects by address

CITY OF KENOSHA

1994

FAIR MARKET EXCEPTION RENTS

Effective October 1, 1994 the Fair Market Rents for the Section 8 Certificate program in Kenosha County are being revised as follows:

Bedrooms Fair Market Rent

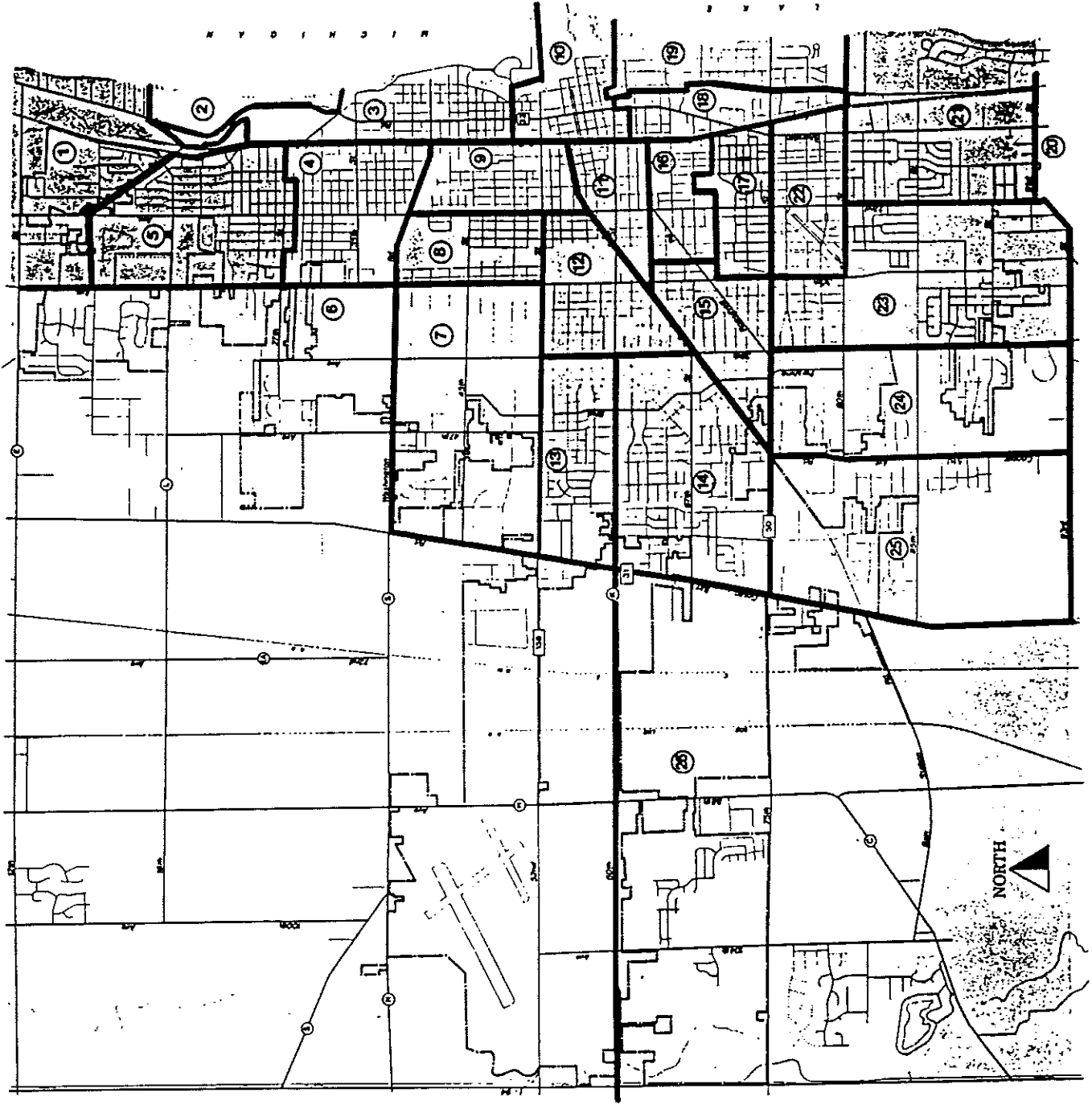
0	340
1	422
2	518
3	710
4	798

The shaded portions on the map indicate areas in the City of Kenosha where the following exceptions to the new Fair Market Rent will be allowed:

Bedrooms Fair Market Rent

0	340
1	507
2	559
3	710
4	798

FOR EXAMPLE, if a 2 BR unit is located within area 7, the maximum amount allowable for rent and utilities is \$518. If the same unit were located in area 8, the maximum amount allowable for rent and utilities is \$559.



APPENDIX B

Non-Homeless Special Needs Populations

Name of Jurisdiction: City of Kenosha, Wisconsin	Data Source: (specify) * See Below	One Year Period: (enter fiscal yrs.)	
	Current Data as of: (date) 3/31/95	FY: 1995	through FY: 1999

1. Elderly	Households in Need of Supportive Housing 75
2. Frail Elderly	200
3. Severe Mental Illness	225
4. Developmentally Disabled	25
5. Physically Disabled	130
6. Persons with Alcohol/Other Drug Addiction	60
7. Persons with AIDS and Related Diseases	45
8. Other (Specify):	

* Kenosha County Commission on Aging
Kenosha County Department of Community Programs
Community Support Program
AIDS Project of Southeastern Wisconsin

U.S. Department of Housing and Urban Development
CPD Consolidated Plan
Homeless Populations and Subpopulations

Part 1: Homeless Population		Total # Homeless (a + c + d)	Total # Homeless Unsheltered (a)	TOTAL NUMBER SERVED BY		
				Reception/Day Centers (b)	Emergency Shelters (c)	Transitional Housing (d)
Families with Children						
1. Number of Homeless Families	21		0	0	21	0
2. Number of Persons in Homeless Families	55		0	0	55	0
Individuals not in Families						
3. Youth (17 years of age or younger)	6		0	0	6	0
4. Adults (18+ years of age)	15		0	0	15	0
TOTAL (lines 2 + 3 + 4)	76		0	0	76	0

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
 CPD CONSOLIDATED PLAN

Part 2: Subpopulations		Part 2: Continued	
Homeless Persons with Special Needs Related to:		6. Other (Specify)	% of Total
1. Severe Mental Illness (SMI) Only	15		20.0
2. Alcohol/Other Drug Abuse Only	21		28.0
3. SMI and Alcohol/Other Drug Abuse	16		21.0
4. Domestic Violence	25		33.0
5. AIDS/Related Diseases	0		0.0

Priority Needs Summary Table

PRIORITY HOUSING NEEDS (households)			Priority Need Level High, Medium, Low, No Such Need			ESTIMATED UNITS	ESTIMATED DOLLARS NEEDED TO ADDRESS
			0-30%	31-50%	51-80%		
Renter	Small	Cost Burden > 30%	M	M	L	40	300,000
		Cost Burden > 50%	H	M	N	335	135,000
		Physical Defects	H	H	M	60	450,000
		Overcrowded	N	N	N	0	0
	Large	Cost Burden > 30%	M	M	N	25	187,500
		Cost Burden > 50%	H	L	N	206	772,500
		Physical Defects	H	H	H	10	75,000
		Overcrowded	M	H	M	10	75,000
	Elderly	Cost Burden > 30%	M	M	M	15	112,500
		Cost Burden > 50%	H	L	N	115	460,000
		Physical Defects	H	H	M	160	1,200,000
		Overcrowded	N	N	N	0	0
Owner	Cost Burden > 30%	M	M	L	5	25,000	
	Cost Burden > 50%	H	M	M	41	307,500	
	Physical Defects	H	H	M	103	772,500	
	Overcrowded	N	N	N	0	0	
PRIORITY HOMELESS NEEDS			Priority Need Level High, Medium, Low, No such need			ESTIMATED DOLLARS NEEDED TO ADDRESS	
Outreach Assessment			Families	Individuals	Persons w/ Special Needs	20,000	
			M	M	M		
Emergency Shelters			Families	Individuals	Persons w/ Special Needs	100,000	
			H	H	M		
Transitional Shelters			Families	Individuals	Persons w/ Special Needs	0	
			N	N	N		
Permanent Supportive Housing			Families	Individuals	Persons w/ Special Needs	0	
			N	N	N		
Permanent Housing			Families	Individuals	Persons w/ Special Needs	0	

Actual Number of Households

PRIORITY NEEDS (Households)		Priority Need Level			Estimated Units	\$ to Address	
		High, Medium, Low, None					
		Very Low	Low	Mod			
Renter	Small	Cost Burden > 30	857	450	287	40	300,000
		Cost Burden > 50	767	131	13	335	135,000
		Physical Defects	869	450	311	60	450,000
		Overcrowded	n/a	n/a	n/a	0	0
		# of Households	959	591	1100		
	Large	Cost Burden > 30	260	183	40	25	187,500
		Cost Burden > 50	188	34	6	206	772,500
		Physical Defects	275	213	147	10	75,000
		Overcrowded	104	143	114	10	75,000
		# of Households	285	225	263		
	Elderly	Cost Burden > 30	459	358	197	15	112,500
		Cost Burden > 50	318	111	14	115	460,000
		Physical Defects	459	358	204	160	1,200,000
		Overcrowded	n/a	n/a	n/a	0	0
		# of Households	725	614	454		
Owner		Cost Burden > 30	688	659	764	5	25,000
		Cost Burden > 50	411	219	116	41	307,500
		Physical Defects	708	676	847	103	772,500
		Overcrowded	n/a	n/a	n/a	0	0
		# of Households	921	1373	3216		

Percentage of Households

PRIORITY NEEDS (Households)		Priority Need Level High, Medium, Low, None				
		Very Low	Low	Mod		
Renter	Small	Cost Burden > 30	89.4%	76.1%	24.3%	
		Cost Burden > 50	80.0%	22.0%	1.2%	
		Physical Defects	90.8%	76.1%	28.3%	
		Overcrowded	n/a	n/a	n/a	
	Large	Cost Burden > 30	91.2%	81.3%	15.2%	
		Cost Burden > 50	69.0%	15.0%	21.0%	
		Physical Defects	96.5%	94.7%	55.9%	
		Overcrowded	36.5%	63.6%	43.3%	
	Elderly	Cost Burden > 30	63.3%	58.3%	43.4%	
		Cost Burden > 50	44.0%	18.0%	3.0%	
		Physical Defects	63.3%	58.3%	44.9%	
		Overcrowded	n/a	n/a	n/a	
Owner		Cost Burden > 30	74.7%	48.0%	23.8%	
		Cost Burden > 50	45.0%	16.0%	4.0%	
		Physical Defects	76.9%	49.2%	26.3%	
		Overcrowded	n/a	n/a	n/a	

Priority Needs Ranking

PRIORITY NEEDS (Households)			Priority Need Level			Estimated Units	\$ to Address
			High, Medium, Low, None				
			Very Low	Low	Mod		
Renter	Small	Cost Burden > 30	M	M	L	40	300,000
		Cost Burden > 50	H	M	N	335	135,000
		Physical Defects	H	H	M	60	450,000
		Overcrowded	N	N	N	0	0
	Large	Cost Burden > 30	M	M	N	25	187,500
		Cost Burden > 50	H	L	N	206	772,500
		Physical Defects	H	H	H	10	75,000
		Overcrowded	M	H	M	10	75,000
	Elderly	Cost Burden > 30	M	M	M	15	112,500
		Cost Burden > 50	H	L	N	115	460,000
		Physical Defects	H	H	M	160	1,200,000
		Overcrowded	N	N	N	0	0
Owner		Cost Burden > 30	M	M	L	5	25,000
		Cost Burden > 50	H	M	M	41	307,500
		Physical Defects	H	H	M	103	772,500
		Overcrowded	N	N	N	0	0

1990 COMPARATIVE HOUSING CENSUS DATA

Income/Tenure	RACE & HOUSEHOLD TYPE/ HOUSING PROBLEMS							
	% of HH with Hsg Problems	% of Minority HH with Hsg Problems	% of Black HH with Hsg Problems	% of Hispanic HH with Hsg Problems	% of Elderly HH with Hsg Problems	% of Small Related HH with Hsg Problems	% of Large Related HH with Hsg Problems	% of Non-Elderly HH with Hsg Problems
Very Low Income 0-30% Renter	80.3	97.2	100.0	92.9	63.0	91.0	96.0	
Very Low Income 0-30% Owner	76.9	83.1	51.7	100.0	78.0			76.0
Very Low Income 31-50% Renter	73.7	87.2	82.4	88.7	58.0	76.0	95.0	
Very Low Income 31-50% Owner	49.2	74.8	47.5	47.5	38.0			68.0
Low Income 51-80% Renter	31.7	34.4	16.9	50.6	45.0	28.0	56.0	
Low Income 51-80% Owner	26.3	40.8	24.6	32.8	8.0			48.0
Moderate Income 81-95% Renter					4.0	8.0	23.0	
Moderate Income 81-95% Owner					5.0			22.0
City Total for Renters	39.8	60.9	60.8	64.5	46.0	38.0	67.0	
City Total for Owners	16.0	32.0	34.3	34.1	17.0			16.0

CITY OF KENOSHA

Type CBRF Order by Facility City

Page 1

Facility Name and Address
Phone Number/Contact PersonLicensee Name and Phone
Mailing Address

BELWOOD LTD VI #2
4714 - 4716 35TH AVENUE
KENOSHA WI 53142
(414)658-3811 TERRY MAUSS
County: KENOSHA

WILLOWGLEN HOLDINGS INC
(414)225-4460
JAMES MOEN
1744 N FARWELL AVE
MILWAUKEE, WI 53202-

Type: CBRF
Class: A
Target Grp: MH
Other Lic:
Prof/Non: Y

Capacity: 8
Sex:
Age:
Mon Rate: \$3712-\$0

BELWOOD LTD VII #3
1804 BIRCH ROAD
KENOSHA WI 53140
(414)551-9376 TERRY MAUSS
County: KENOSHA

WILLOWGLEN HOLDINGS INC
(414)225-4460
JAMES MOEN
1744 N FARWELL AVE
MILWAUKEE, WI 53202-

Type: CBRF
Class: A
Target Grp: MH
Other Lic:
Prof/Non: Y

Capacity: 8
Sex: M/F
Age:
Mon Rate: \$3464-\$0

CHOLAKS HOME CARE CTR
1607 59TH ST
KENOSHA WI 53140-
(414)654-0392 PATRICIA CHOLAK
County: KENOSHA

CHOLAKS HOME CARE CTR
(414)652-1664
PATRICIA CHOLAK
1607 59TH STREET
KENOSHA, WI 53140-

Type: CBRF
Class: A
Target Grp: IA MH VA
Other Lic:
Prof/Non: Y

Capacity: 8
Sex: M/F
Age:
Mon Rate: \$690-\$690

CHRISTOPHER HOUSE VOA
8322 14TH AVENUE
KENOSHA WI 53143-
(414)652-8868 ROXANA RASMUSON
County: KENOSHA

VOLUNTEERS OF AMERICA INC
(414)524-8533
RICHARD CARLSON
2314 N GRANDVIEW BLVD STE 310
WAUKESHA, WI 53188-

Type: CBRF
Class: C
Target Grp: IA
Other Lic:
Prof/Non: N

Capacity: 10
Sex: M/F
Age:
Mon Rate: \$1300-\$0

COVELLI GROUP HOME
2217 56TH ST
KENOSHA WI 53140-
(414)652-0761 CATHERINE COVELLI
County: KENOSHA

COVELLI GROUP HOME
(414)652-0761
CATHERINE COVELLI
2217 56TH STREET
KENOSHA, WI 53140-

Type: CBRF
Class: A
Target Grp: VA DD IA MH
Other Lic:
Prof/Non: Y

Capacity: 13
Sex: M
Age:
Mon Rate: \$560-\$703

DAYTON RESIDENTIAL CARE
521 59TH ST
KENOSHA WI 53140-
(414)657-6121 QEFALI HAMDIA
County: KENOSHA

DAYTON RESIDENTIAL CARE
(414)657-6121
QEFALI HAMDIA
521 59TH ST
KENOSHA, WI 53140-

Type: CBRF
Class: C
Target Grp: MH VA
Other Lic:
Prof/Non: Y

Capacity: 90
Sex: M/F
Age:
Mon Rate: \$992-\$1240

GENETTS COMMUNITY CARE
6010 14TH AVE
KENOSHA WI 53143-
(414)652-4015 GAYLE GENETT
County: KENOSHA

GENETTS COMMUNITY CARE
(414)654-4656
GAYLE GENETT
6010 14TH AVE
KENOSHA, WI 53143-

Type: CBRF
Class: A
Target Grp: DD VA
Other Lic:
Prof/Non: Y

Capacity: 5
Sex: M
Age:
Mon Rate: \$589-\$656

INTERVENTION MERIDIAN HOUSE
6749 14TH AVENUE
KENOSHA WI 53140
(414)654-0638 KEITH KMECIK
County: KENOSHA

INTERVENTIONS MERIDIAN HOUSE
(414)654-0638
6755 14TH AVENUE
KENOSHA, WI 53140

Type: CBRF
Class: A
Target Grp: AODA CORR
Other Lic:
Prof/Non: N

Capacity: 5
Sex: M
Age:
Mon Rate: \$3875-\$0

INTERVENTIONS LTD
6755 14TH AVE
KENOSHA WI 53143-
(414)654-0638 EDWARD BECS
County: KENOSHA

INTERVENTIONS LTD
(414)654-0638
EDWARD BECS
6755 14TH AVE
KENOSHA, WI 53143-

Type: CBRF
Class: A
Target Grp: CORR
Other Lic: AODA
Prof/Non: N

Capacity: 20
Sex: M/F
Age:
Mon Rate: \$4750-\$6000

KENOSHA GROUP HOME
4831-33 47TH AVE
KENOSHA WI 53144-
(414)652-3831 ROXANA RASMUSON
County: KENOSHA

VOLUNTEERS OF AMERICA INC
(800)481-3611
RICHARD CARLSON
W255 N499 GRANDVIEW BLVD #310
WAUKESHA, WI 53188-

Type: CBRF
Class: A
Target Grp: DD
Other Lic:
Prof/Non: N

Capacity: 8
Sex: M/F
Age:
Mon Rate: \$0-\$0

Type CBRF Order by Facility City

Page 2

Facility Name and Address
Phone Number/Contact PersonLicensee Name and Phone
Mailing Address

LINDSEYS HOME
2105 60TH ST
KENOSHA WI 53140-
(414)654-0856 VIRGINIA LINDSEY
County: KENOSHA

LINDSEYS HOME
(414)654-0856
2105 60TH ST
KENOSHA, WI 53140-

Type: CBRF
Class: A
Target Grp: IA MH VET
Other Lic:
Prof/Non: Y

Capacity: 8
Sex: M/F
Age:
Mon Rate: \$528-\$0

POINT OF LIFE
11226 120TH AVE
KENOSHA WI 53142-
(414)857-9023 JIMMY SIOCO
County: KENOSHA

POINT OF LIFE
(414)857-6514
JIMMY SIOCO
11226 120TH AVE
KENOSHA, WI 53142-

Type: CBRF
Class: BLS
Target Grp: IA
Other Lic:
Prof/Non: P

Capacity: 8
Sex:
Age:
Mon Rate: \$900-\$1500

R HOME
7851 115TH AVE
KENOSHA WI 53142-
(414)694-0390 LEO/MARY REINDL
County: KENOSHA

LEO AND MARY REINDL
(414)694-0390
LEO REINDL
7851 115TH AVE
KENOSHA, WI 53142-

Type: CBRF
Class: BLS
Target Grp: IA
Other Lic:
Prof/Non: Y

Capacity: 8
Sex: M/F
Age:
Mon Rate: \$1240-\$1240

GENETTS COMMUNITY CARE
6010 14TH AVE
KENOSHA WI 53143-
(414)652-4015 GAYLE GENETT
County: KENOSHA

GENETTS COMMUNITY CARE
(414)654-4656
GAYLE GENETT
6010 14TH AVE
KENOSHA, WI 53143-

Type: CBRF
Class: A
Target Grp: DD VA
Other Lic:
Prof/Non: Y

Capacity: 5
Sex: M
Age:
Mon Rate: \$589-\$656

SANTSCHI HOUSE
7835 17TH AVE
KENOSHA WI 53141-
(414)654-1173 BEATRICE SANTSCHI
County: KENOSHA

BEATRICE M SANTSCHI
(414)654-1173
BEATRICE SANTSCHI
7835 17TH AVE
KENOSHA, WI 53141-

Type: CBRF
Class: BLS
Target Grp: DD PG
Other Lic:
Prof/Non: Y

Capacity: 6
Sex: M/F
Age:
Mon Rate: \$950-\$950

ST ANDREWS PLACE
6603 26TH AVE
KENOSHA WI 53143-
(414)657-7796 SHEFIKE HAMDIA
County: KENOSHA

HAMDIA LTD
(414)657-6121
QEFALI HAMDIA
521 59TH STREET
KENOSHA, WI 53140-

Type: CBRF
Class: A
Target Grp: MH
Other Lic:
Prof/Non: Y

Capacity: 12
Sex: F
Age:
Mon Rate: \$900-\$900

ST JAMES MANOR
910 59TH ST
KENOSHA WI 53140-
(414)656-0822 MARY JOHNSON
County: KENOSHA

ST JAMES MANOR
(414)656-0822
MARY JOHNSON
910 59TH ST
KENOSHA, WI 53144-

Type: CBRF
Class: BLS
Target Grp:
Other Lic: IA
Prof/Non: Y

Capacity: 15
Sex: M/F
Age:
Mon Rate: \$1200-\$1600

VICTORIAN MANOR
6416 22ND AVENUE
KENOSHA WI 53143-
(414)654-2338 DORIS JESSEN
County: KENOSHA

VICTORIAN MANOR
(414)654-2338
DORIS JESSEN
6416 22ND AVENUE
KENOSHA, WI 53143-

Type: CBRF
Class: A
Target Grp: VA DD
Other Lic:
Prof/Non: Y

Capacity: 6
Sex: M
Age:
Mon Rate: \$652-\$1103

WINDY OAKS GROUP HOME
11831 120TH AVE
KENOSHA WI 53142-
(414)857-9069 CRAIG & SHANNON MARTIN
County: KENOSHA

WINDY OAKS
(414)767-0949
VERA MARTIN
1438 MEADOW LANE
BURLINGTON, WI 53105-

Type: CBRF
Class: A
Target Grp: DD
Other Lic:
Prof/Non: N

Capacity: 9
Sex: F
Age:
Mon Rate: \$975-\$975

ADULT SHELTER
4844 42ND AVE
KENOSHA WI 53142-
(414)654-8368 BETTY TOSTRUD
County: KENOSHA

KENOSHA YOUTH DEVELOPMENT SERVICES
(414)657-7188
GEORGE SCHWARTZ
5407 8TH AVENUE
KENOSHA, WI 53144-

Type: CBRF
Class: A
Target Grp: MH AODA
Other Lic: SC
Prof/Non: N

Capacity: 5
Sex: M/F
Age:
Mon Rate: \$3000-\$0

Type CBRF Order by Facility City

Page 3

Facility Name and Address
Phone Number/Contact PersonLicensee Name and Phone
Mailing AddressCOLUMBUS HOUSE KYDS
2210 55TH STREET
KENOSHA WI 53140
(414)656-1869 VICKIE NICHE
County: KENOSHAKENOSHA YOUTH DEVELOPMENT SERVICES
(414)657-7188
GEORGE SCHWARTZ
5407 8TH AVENUE
KENOSHA, WI 53140Type: CBRF
Class: A
Target Grp: CORR
Other Lic: GH
Prof/Non: NCapacity: 12
Sex:
Age:
Mon Rate: \$1424-\$0FRIENDSHIP MANOR HOMES KENOSHA
1150 82ND ST
KENOSHA WI 53143-
(414)653-0842 ESTELLA EVANS
County: KENOSHAFRIENDSHIP MANOR HOMES INC
(608)825-3456
KATHLEEN SCHMIDT
PO BOX 8986
MADISON, WI 53708-Type: CBRF
Class: C
Target Grp: IA ALZ
Other Lic:
Prof/Non: YCapacity: 12
Sex: M/F
Age:
Mon Rate: \$1875-\$2550FRIENDSHIP MANOR HOMES KENOSHA II
1130 82ND ST
KENOSHA WI 53143-
(414) - ROBIN FISCHER
County: KENOSHAFRIENDSHIP MANOR HOMES INC
(608)222-5760
KATHLEEN SCHMIDT
PO BOX 8986
MADISON, WI 53708-Type: CBRF
Class: C
Target Grp: IA ALZ
Other Lic:
Prof/Non: PCapacity: 8
Sex:
Age:
Mon Rate: \$1875-\$2550TRANSITION HOUSE
6024 18TH AVE
KENOSHA WI 53140-
(414)658-1262 EARL HAWLEY
County: KENOSHATRANS CORPORATION
(414)656-1818
EARL HAWLEY
1834-60TH STREET
KENOSHA, WI 53140-Type: CBRF
Class: A
Target Grp: MH VA
Other Lic: DD
Prof/Non: YCapacity: 21
Sex: M
Age:
Mon Rate: \$1300-\$1300TRANSITION HOUSE II
5905 19TH AVE
KENOSHA WI 53140-
(414)656-1118 MARY PFARR
County: KENOSHATRANS CORPORATION
(414)658-1118
EARL HAWLEY
1834 60TH STREET
KENOSHA, WI 53140-Type: CBRF
Class: A
Target Grp: AODA DD VA
Other Lic: MH
Prof/Non: PCapacity: 20
Sex: M/F
Age:
Mon Rate: \$1265-\$1365TRANSITIONAL LIVING
1834 60TH STREET
KENOSHA WI 53140-
(414)656-1818 EARL HAWLEY
County: KENOSHATRANS CORPORATION
(414)656-1818
EARL HAWLEY
1834 60TH STREET
KENOSHA, WI 53140-Type: CBRF
Class: BLS
Target Grp:
Other Lic: DD IA MH VA
Prof/Non: YCapacity: 15
Sex: M
Age:
Mon Rate: \$1350-\$1350WAYBRIDGE HOUSE I
510 60TH ST
KENOSHA WI 53140-
(414)654-3586 JANE FOWK
County: KENOSHAKENOSHA YOUTH DEVELOPMENT SERVICES
(414)652-4104
GEORGE SCHWARTZ
5407 8TH AVENUE
KENOSHA, WI 53140-Type: CBRF
Class: A
Target Grp: AODA
Other Lic: MH
Prof/Non: NCapacity: 12
Sex: M/F
Age:
Mon Rate: \$0-\$0CAREY MANOR
10628 22ND AVE
PLEASANT PRAIRIE WI 53142-
(414)694-7019 BRENDA CAREY MIELKE
County: KENOSHASOUTHERN WISCONSIN HOUSING INC
(414)654-7809
BRENDA CAREY MIELKE
10628 22ND AVE
PLEASANT PRAIRIE, WI 53142-Type: CBRF
Class: C
Target Grp: IA ALZ PH
Other Lic:
Prof/Non: PCapacity: 6
Sex: M/F
Age:
Mon Rate: \$1800-\$2300GENESIS HOUSE OF SE WISCONSIN INC
3909 93RD ST
PLEASANT PRAIRIE WI 53142-
(414)279-2854 DEANE OR RUTH VALKENAAR
County: KENOSHAGENESIS HOUSE OF SE WISCONSIN INC
(414)279-2854
DEANE VALKENAAR
3909 93RD ST
KENOSHA, WI 53142-Type: CBRF
Class: A
Target Grp: MATERNITY
Other Lic:
Prof/Non: NCapacity: 8
Sex: F
Age:
Mon Rate: \$0-\$0

FREEDOM OF INFORMATION ACT REQUEST
HUD ASSISTED &/OR SUBSIDIZED HOUSING
MILWAUKEE OFFICE, US DEPT OF HUD

29

Contract Expiration Date	Project Name and Location	Manager Information	Units Description
1/30/97	Washington Park Apartments 2805 40th Street Kenosha 53140 NI/8	Jerome A. Kowalski 2521 N. Downer Ave. Ste. A Milwaukee, WI 53211 (414)332-4574	4 Total Units 4 Sec 8 Units 0 Elderly Units 0 Hand Units
5/94*	Kenosha 534 S8 EX	Gregory Batson 812 56th Street Kenosha, WI 53140 (414)656-8104	325 ~~225~~ Total Units 325 ~~225~~ Sec 8 Units 52 Elderly Units 0 Hand Units
7/16/96	Kenosha S8/MR	Gregory Batson 611 56th Street Room 201 Kenosha, WI 53140 (414)565-8104	39 Total Units 0 Sec 8 Units 21 Elderly Units 0 Hand Units
7/17/16	Villa Nova Apartments 2401 18th Street Kenosha 53140 WHEDA NI/8	Petretti Realty Corp. 1805 Birch Road Kenosha, WI 53140 (414)551-7255	120 Total Units 120 Sec 8 Units 120 Elderly Units 0 Hand Units
1/30/18	Tuscan Villas 8051 25th Avenue Kenosha 53140 WHEDA NI/8	Frank & Corrinne Petretti 1805 Birch Road Kenosha, WI 53140 (414)551-7255	122 Total Units 122 Sec 8 Units 112 Elderly Units 11 Hand Units
7/31/10	Lakeside Towers 3rd and 59th Streets Kenosha 53140 WHEDA NI/8	Lakeside Towers 3rd Avenue & 59th Streets Kenosha, WI 53140 (414)654-8642	182 Total Units 182 Sec 8 Units 182 Elderly Units 19 Hand Units
10/31/10	Forest Court Scattered Sites Kenosha 53140 WHEDA NI/8	Petretti Realty Corporation 1805 Birch Road Kenosha, WI 53140 (414)551-7255	68 Total Units 68 Sec 8 Units 0 Elderly Units 6 Hand Units
2/14/20	Arbor Green Scattered Sites Kenosha 53140 WHEDA NI/8	Peter N. Pappas Box 421 Lake Geneva, WI 53147 (414)248-2568	48 Total Units 48 Sec 8 Units 0 Elderly Units 5 Hand Units
1/30/12	Sheridan Meadow/Lincoln Pk. Kenosha 53140 WHEDA NI/8	Woods-Moynihan & Sheehan 9234 West Oklahoma Avenue Milwaukee, WI 53227 (414)321-5200	48 Total Units 48 Sec 8 Units 0 Elderly Units 4 Hand Units
8/93*	Kenosha S8 ~~MR~~ VOUCHERS	Gregory Batson 812 56th Street Kenosha, WI 53140 (414)656-8104	89 ~~25~~ Total Units 89 ~~25~~ Sec 8 Units 0 Elderly Units 0 Hand Units

*Will be continuously replaced

FREEDOM OF INFORMATION ACT REQUEST
HUD ASSISTED &/OR SUBSIDIZED HOUSING
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Contract Expiration Date	Project Name and Location	Manager Information	Units Description
3/30/96	Saxony Manor 18th Street & 22nd Avenue Kenosha 53140 221d3	Sampson Ents./Gordon Kaufer 222 E. Erie Street Milwaukee, WI 53202 (414)272-4440	224 Total Units 224 Sec 8 Units 224 Elderly Uni 0 Hand Units
3/1/98	Joanne Apartments 41st Ave & 89th St. Kenosha 53142 221d4	Joseph Cunningham 8750 33rd Avenue Kenosha, WI 53142 (414)694-7136	68 Total Units 68 Sec 8 Units 68 Elderly Uni 8 Hand Units
5/30/99	Tanglewood Apartments 32nd Ave. and 87th Place Kenosha 53140 221d4	A & R Katz Management 3175 Commercial Ave/Ste 100 Northbrook, IL 60062-1915 (708)338-5256	100 Total Units 100 Sec 3 Units 100 Elderly Uni 10 Hand Units
2/12/00	Kenosha Gardens 5430-5510 64th Avenue Kenosha 53142 221d4	Stonewood Management Co. PO Box 145 Hartland, WI 53029-0145 (414)367-1515	89 Total Units 88 Sec 8 Units 74 Elderly Uni 30 Hand Units
	Camelot Manor I 15th Street and 17th Ave. Kenosha 53140 221d4	Aaron F. Feldman 9384 N. Sleepy Hollow Lane Milwaukee, WI 53217 (414)352-4027	112 Total Units 0 Sec 8 Units 80 Elderly Uni 0 Hand Units
	Canterbury Apartments 1402 16th Avenue Kenosha 53140 221d4	JMJ Enterprises 7412 25th Avenue Kenosha, WI 53140 (414)654-7444	64 Total Units 0 Sec 8 Units 0 Elderly Uni 0 Hand Units
3/30/91	Briarcliff Apts./Oakwood 89th St. and 22nd Avenue Kenosha 53140 221d4	Security Management, Inc. 104 Wilmot Road Suite 550 Deerfield, IL 60015 (708)405-0200	188 Total Units 60 Sec 8 Units 0 Elderly Uni 0 Hand Units
	Kenosha Woodstock Hlth Ctr. 3415 N. Sheridan Road Kenosha 53140 232	NME Properties, Inc. 1148 Broadway Plaza Tacoma, WA 98411 (206)272-9203	182 Total Units 0 Sec 8 Units 182 Elderly Uni 182 Hand Units
	Midway Manor Nursing Home 1519 60th Street Kenosha 53140 232	Allan Bird 1935 Camino Vida Roble Carlsbad, CA 92008 (213)820-6672	96 Total Units 0 Sec 8 Units 96 Elderly Uni 96 Hand Units
3/31/98	Birch Gardens Birch Road Kenosha 53140 236	Renwood of IL/Judy Burns 1810A N Richmond St/Ste 12 Appleton, WI 54911 (414)739-8393	72 Total Units 14 Sec 8 Units 24 Elderly Uni 0 Hand Units

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Contract Expiration Date	Project Name and Location	Manager Information	Units Description
	Glenview Apartments 43rd Avenue/53rd Street Kenosha 53140 236	Wellston Properties/M. Katz 600 E. Mason Street Milwaukee, WI 53202 (414)223-3443	24 Total Units 0 Sec 8 Units 0 Elderly Uni 0 Hand Units
11/30/12	Silvercrest Apartments Cogswell Drive Silver Lake 53168 WHEDA NI/8	Peter N. Pappas P.O. Box 421 Lake Geneva, WI 53147 (414)248-2568	36 Total Units 36 Sec 8 Units 24 Elderly Uni 1 Hand Units
1/14/99	Meadowview Village 450 Lincoln Drive Twin Lakes 53181 515/8	The Madsen Corporation P.O. Box 7760 Madison, WI 53707 (608)241-7733	24 Total Units 24 Sec 8 Units 24 Elderly Uni 0 Hand Units

**U.S. Department of Housing and Urban Development
CPD Consolidated Plan
Support of Applications by Other Entities Report**

Funding Source	Support Application by Other Entities?
A. Formula/Entitlement Programs	
ESG	Y
Public Housing Comprehensive Grant	Y
B. Competitive Programs	
HOPE 1	Y
HOPE 2	Y
HOPE 3	Y
ESG	Y
Supportive Housing	Y
HOPWA	N
Safe Havens	Y
Rural Homeless Housing	N
Sec. 202 Elderly	Y
Sec. 811 Handicapped	Y
Moderate Rehab SRO	Y
Rental Vouchers	Y
Rental Certificates	Y
Public Housing Development	Y
Public Housing MROP	Y
Public Housing CIAP	Y
LIHTC	Y

ATTACHMENT "L-3"

MASTER PLAN FOR THE "CITY GROWTH AREA", LIMITING URBAN
SPRAWL, COOPERATIVE PLAN IMPLEMENTATION,
CONSISTENCY WITH APPLICABLE LAWS AND ADMINISTRATIVE RULES

THE CITY OF KENOSHA AND TOWN OF BRISTOL COOPERATIVE LAND USE PLAN

DRAFT

PREPARED BY

THE PLANNING AND DESIGN INSTITUTE INC.

JULY 1999

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INTRODUCTION

The growth of regions has great impact on towns, villages and cities. The City of Kenosha along with the Town of Bristol has seen considerable growth in the past 20 years. Much of the growth has been in the form of residential subdivisions and commercial development along major arterials. The I-94 corridor and USH 50 has attracted intense commercial development in the last ten years. This Land Use Plan was developed for the land located west of Interstate 94 to County Hwy MB and North of Hwy 50 to County Hwy K.

This land use plan is a tool by which the City of Kenosha may guide the development of the Bristol Neighborhood. The City has maintained its philosophy of supporting high quality, moderate-density residential neighborhoods while accommodating future growth in both retail and commercial development. It is clear the area is growing and this Land Use Plan is necessary to not only direct future growth but also establish standards for future development.

The Land Use Plan incorporates many of the City's future development goals: encouraging continued quality single and multifamily development, accommodating business and commercial uses, pursuing planning efforts with adjoining municipalities, and preserving the

natural character and resources of the land. The Plan recommends development, which is compatible with the uses and goals of the community and will lead, to increased value of the City.

Intent

This is a performance-based land use plan which will serve as the primary public policy document for guiding future growth and development in the Bristol Neighborhood. It is based on standards, which reflect the proven principles in community development, environmental preservation, and residential development. The plan shall be used for a wide variety of public and private sector decisions.

Several factors of growth are explored in the plan including social, economic, and physical.

Social issues include those, which give the development its character; gathering areas, civic identity, and the "neighborhood" feeling.

Economic influences include the creation of jobs, balance of municipal expenses and revenue, and value of the land; how it looks and feels, what types of development are allowed, and where of new and existing development.

Physical factors include the actual development of the land - how it looks and feels, what types of development are allowed, the sensitivity of the environment and where the development is located.

The plan is intended to be a legally adopted tool for guiding future zoning, subdivision, and other regulatory decisions in the City of Kenosha for the Bristol Neighborhood. This Land Use Plan is intended to serve as an initial starting point for the development of the site.

The plan is divided into three sections. The plan goals as determined by the community, plan districts and policies for development (performance standards), and development standards for the public places.

PLANNING AREA AND HISTORY

The site is presently located in the Town of Bristol and will be attached to the City of Kenosha over the next 30 years. The Town of Bristol is amongst the owners of land targeted for the Bristol Neighborhood Development.

The Town of Bristol and the adjacent City of Kenosha have been experiencing rapid growth in this area and anticipate continued growth. Therefore, it is critical that the Town and City have a vision for how they will develop this land.

The majority of the existing development on the site is along the major Arterials 194 and Hwy 50 and to a lesser degree Hwy K and Hwy MB. The remaining land is agricultural, vacant or wetland. A tributary of the Root River flows through the western portion of the site.

The airport overlay district presently falls across the western half of the site. Residential development is not allowed in an airport overlay district. It is recommended that this overlay be reduced. See proposed boundary on Land Use Map.

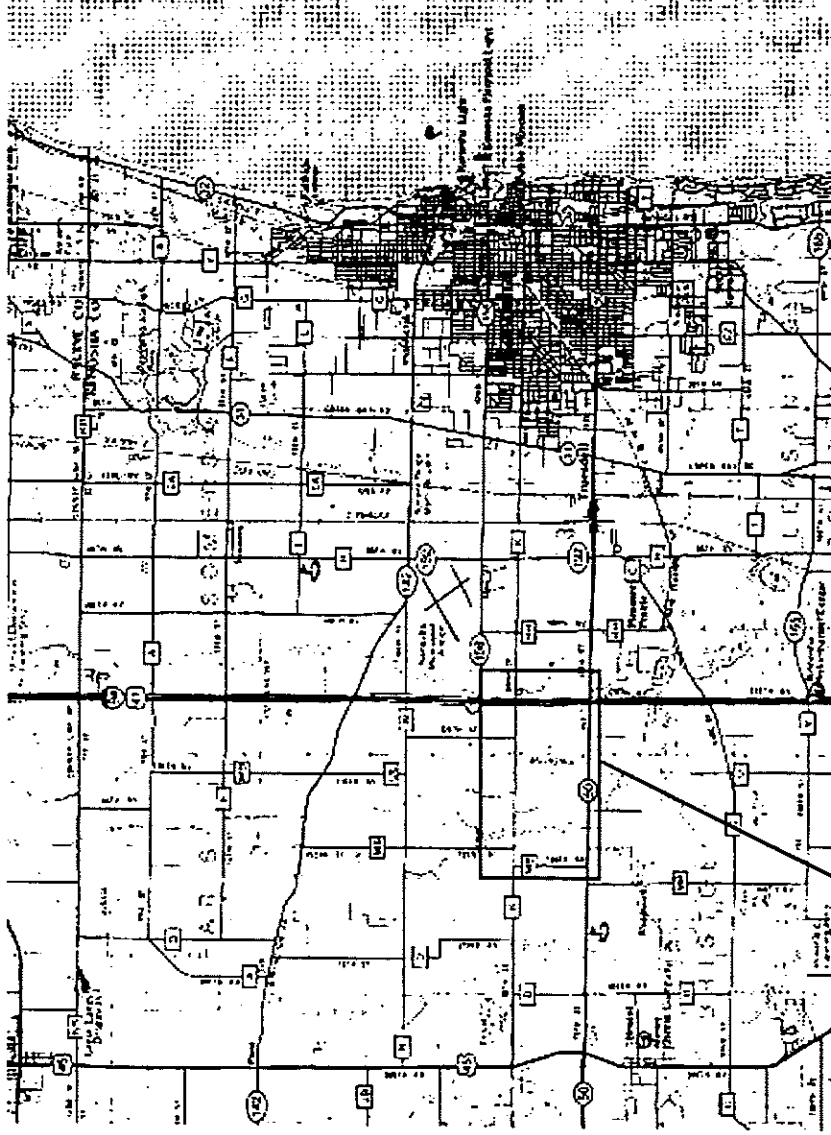


Figure 1: Bristol Neighborhood Site

LAND USE PLAN GOALS

The goals of the Plan are statements identifying the Cities priorities and intentions with respect to land use and development.

1. Limit growth and development to the identified districts and policies.

- Buildings should be sited to minimize impact on the site's natural character and have a harmonious relationship with the surrounding environment.
- Major developments, such as retail and commercial, should only be allowed in the identified districts.
- Support private and public initiatives, to protect natural features through the use of conservation strategies, such as; easements, covenants and deed restrictions.
- Preserve and protect the scenic and traditional resources of the site.

2. Protect environmental resources.

- Discourage incompatible development in the wetland and woodland areas to preserve the natural character and utilize these areas as amenities for the development.
- Control development within floodplains and wetlands.

- Promote the preservation and restoration of wildlife habitats.

- Protect the quality of ground and surface waters from pollution.

- Encourage the use of natural resources as visual and physical amenities for development.

3. Limit residential development to the identified areas.

- Residential neighborhoods should be located only in areas designated on the Land Use Plan.
- Development should be limited to areas which have available public sewer and water.
- Require site plan approval for all development.

4. Provide for commercial, retail and office development in select locations.

- Accommodate commercial development providing local services for area residents and is consistent with the capacity of the infrastructure.

- Direct retail centers and other high-intensity commercial development, to areas identified in the Land Use Plan.

- Provide areas for high quality business parks with natural features

- and regulated architectural standards.

- Require site plan approval for all commercial development.

5. Mixed-use development shall be included within commercial clusters.

- Provide for mixed-use buildings within areas with a higher intensity use.
- Include public open space adjacent to the mixed-use development.
- Require site plan approval for all mixed-use development.

6. Maintain a safe and efficient transportation system in the area.

- Establish road systems for residential development that provide alternative travel options and links into the existing road system.
- Provide continuity, between adjacent residential and commercial developments.

7. Use community and institutional facilities to create social and cultural centers in the neighborhood.

- Locate community and institutional facilities in neighborhoods or transitional areas between mixed-use development and residential

10. Maintain cooperative planning with surrounding communities.

- Maintain a positive working relationship with the Town of Bristol and Kenosha County.

neighborhoods.

- Encourage uses which create an identity for the development and develop a sense of community. i.e.) day care, church, or community center, or educational facilities.
- Require site plan approval for all community and institutional facilities.

8. Provide park and recreation areas throughout the Town.

- Preserve and enhance existing environmentally sensitive areas.
- Include a variety of park spaces, including passive and active areas.
- Develop park spaces within close proximity to higher intensity development or along major arterials.
- When developing park areas, create links to other natural areas in the development.

9. Allow redevelopment of existing building stock.

- Provide redevelopment policies for existing building stock that are compatible with the proposed development of the site.
- Require site plan review and design review for all redevelopment projects.

DEVELOPMENT POLICIES

Critical Issues for Development

The following development issues are critical when planning for future development.

ISSUE: Environmental Resources and Open Space Preservation

The community has numerous environmental features, which should be preserved. Areas for preservation are identified, including the creeks, natural features, scenic views and roads. Limited development may be allowed in selected areas as determined in the Land Use Plan. Open space features should be incorporated with new development, both in residential and commercial areas, to maintain the natural character of the community.

ISSUE: Residential Development

The typical residential development in the town has been low-density residential neighborhoods. Two residential districts are recommended for the Land Use Plan: 1) Low Density Single Family; 2) Low to Moderate Density Single Family or Town Homes. The Land Use Plan also allows residential to be located above commercial or retail development in mixed-use districts. Creation of isolated single lots are not encouraged since they often disturb the natural character along the roads. However, they are

The Development Policies

This plan proposes specific principles in the form of performance standards for each public place. (see public place diagram 8). The standards describe the type of place desired by the communities — how the place looks and what types of activities are recommended.

allowed and should preserve the existing character, open space and scenic views.

ISSUE: Mixed-Use Development

Two districts have been created to allow for high quality office / business development and commercial and mixed-use development. Well designed, commercial areas, which provide jobs or local services for the residents are acceptable. The districts are located along major traffic arterials or adjacent to existing commercial development. Typically "commercial" means offices, retail, and service related businesses, in this land use plan districts have been characterized as to which type of commercial activity is allowed. The two types of Mixed Use Districts recommended in the Land Use Plan are; 1) Small or Large Business – Upper Floor Residential Allowed; 2) Small Business or Institutional – Upper Floor Residential Allowed.

ISSUE: Traditional Rural Highway

The intent of this land use plan is to allow the existing rural development along the major arterials to remain in character. Therefore these areas have been designated as the Traditional Rural Highway District. It is the intent of the City and Town that nonconforming uses, which do not destroy the character of the built environment, will be allowed in these areas.

THE DISTRICTS

The following descriptions identify the anticipated land uses for each district. Within each district there are recommended development standards for the public places such as; streets, courts and plazas.

There are three Proposed Land Use Plans:

- 1) Kenosha/Bristol Cooperative Land Use Plan (Fig. 2)
- 2) Kenosha/Bristol Cooperative Land Use Plan with East Planned Environmental Development (Fig. 4)
- 3) Kenosha-Bristol Cooperative Land Use Plan with West Planned Environmental Development (Fig. 6)

Each land use plan is followed by a recommended street layout (Fig. 3, Fig. 5 and Fig. 7)

Green Space Park

This district is intended for the preservation of environmentally sensitive areas, parks and recreation areas. Land designated as wetland, waterways, woods or sensitive (unbuildable) soils should be preserved in this district. Neighborhood parks and open areas will accommodate activities such as totlots, ice rinks, fountains, seating areas, pavilions and playing fields. Buildings such as nature centers, community hall and park pavilions should be allowed in the district. development standards are included in 'neighborhood park

preserve' and scenic roads'.

Low-Density Single Family

This district allows for lower density residential development along Residential Streets and Boulevards, where the infrastructure will enhance the quality of the single family neighborhood. Development will have a maximum density of eight units per acre, exclusive of wetlands and environmental corridors. Only single family dwellings will be allowed in this district. Development standards are included in 'residential street', 'boulevard' and 'gateway'.

Low to Moderate Density Single Family or Town Homes

This district allows for higher density residential development along Scenic Drives, Residential Streets, Boulevards, Neighborhood Parks and Gateways, where the infrastructure can support the additional traffic and utilities are available. The intent is for the higher density residential development to be located adjacent to significant public place amenities such as residential squares or the neighborhood loop road. The Development will have a required density of between eight and twelve units per acre, exclusive of wetlands and environmental corridors. The residential units may be single family, duplexes or townhomes. Development standards are included in 'residential streets', 'boulevards', 'neighborhood park preserve' and 'gateway'.

Small or Large Business – Upper Floor Residential

This district allows for various scales of commercial development. The district also allows for the integration of residential uses, at upper floors, as appropriate to the scale of commercial development. This mix-use is not common in new development but is consistent with historical development patterns. The designated areas are located where the infrastructure and utilities can support the development. This development will occur along Commercial Courts and Market Squares. Commercial uses allowed in this district may include offices, retail and other service-related uses as determined appropriate by the City Zoning Ordinance. Development standards are included in 'commercial courts' and 'market squares'.

Small Business or Institutional – Upper Floor Residential

Small scale neighborhood commercial (with upper floor residential) and institutional uses will be permitted in this mixed-use district. The designated areas are located where the infrastructure and utilities can support the development. Maximum allowable square footage is 20,000 for this district. This

development will occur along Main Streets, Boulevards, Commercial Courts and Market Squares. Commercial uses allowed in this district may include offices, retail, institutions and other service-related uses as determined appropriate by the City Zoning Ordinance. Institutional uses allowed may include schools, churches or community centers. By focusing mixed-use development in these areas, the character of the neighborhood and the main street character of this district will be better preserved. Development standards are included in 'main street', 'boulevard', 'commercial court' and 'market square'.

Multiple Uses for Traditional Buildings

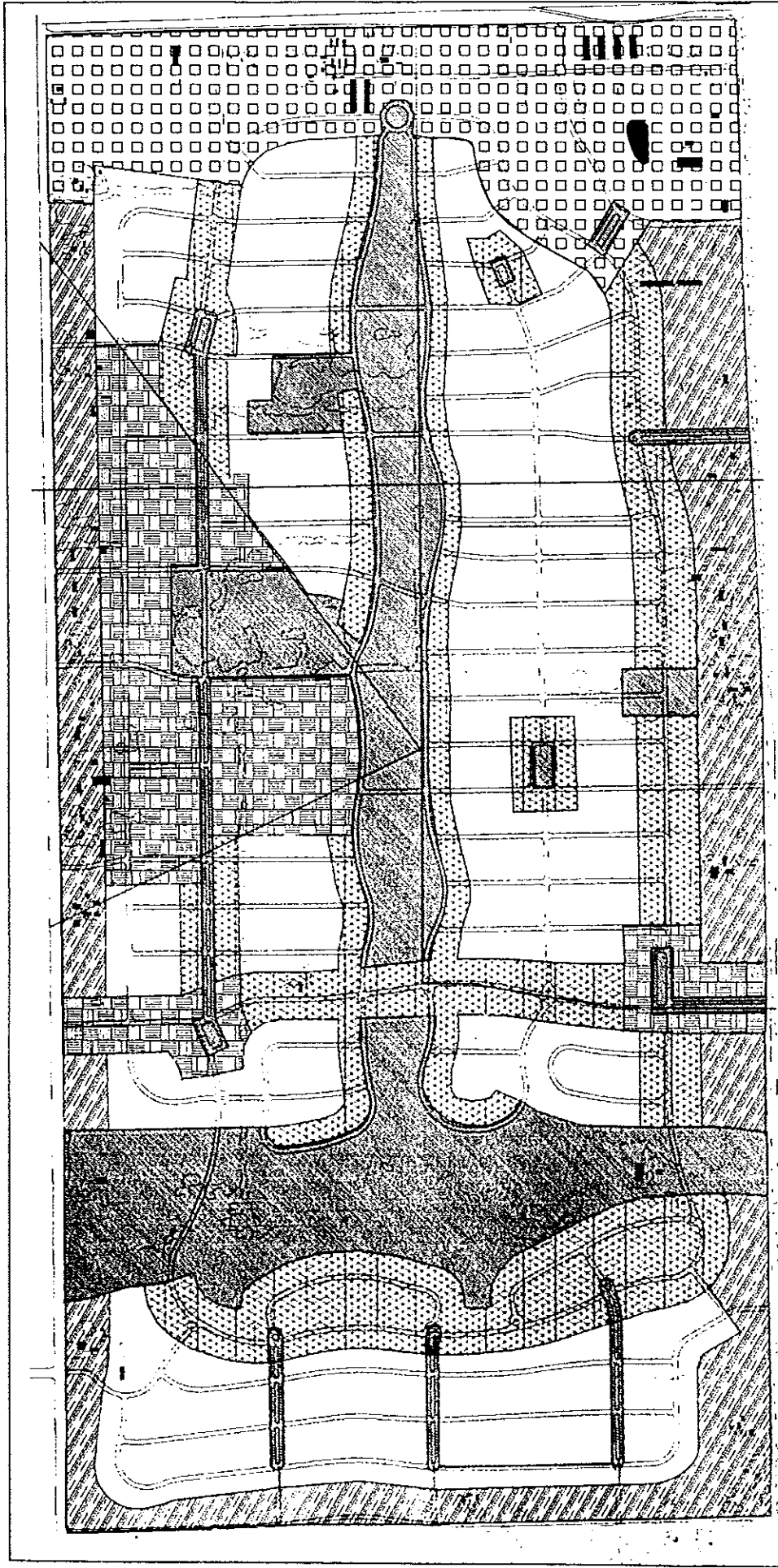
It is the intent of this district to preserve the historical character along the major arterials surrounding the neighborhood. The historically rural character of the development along highways KB, M and 50, is important to the overall perception of the neighborhood. Land uses which retain the character of the buildings and landscape while making it economically viable to continue without changing the infra structure will be allowed in this district. For example a barn maybe converted into a antique store. This will apply to all Pre-1980 buildings in the district. See performance standards for 'traditional rural

highway' for land use district development policies.

Planned Environmental Development

This district allows for the organization of various land uses around a significant environmental feature. This environmental feature may be a golf course, environmental preserve, woodland, prairie, waterway or wetland. A combination of residential types; single family, duplexes, town homes and apartments organized in neighborhoods will be allowed. Also commercial and/or institutional uses will be allowed in this district. The intention is that the environmental feature will be the predominant organizational tool for the development. Other buildings should be organized into clearly distinct enclaves, such as courtyards, that have clear boundaries and are subordinate to the environmental features. Densities should not exceed those which would be permitted in the other residential districts. Development standards are included in 'neighborhood park preserves' and 'residential streets and clusters'.

THE CITY OF KENOSHA - TOWN OF BRISTOL COOPERATIVE LAND USE PLAN



Small or Large Business - Upper Level Residential Allowed
 Small Business or Institutional - Upper Level Residential Allowed
 Multiple Uses for Traditional Buildings (Pre-1950) - Low to Moderate Residential, No New Access Drives

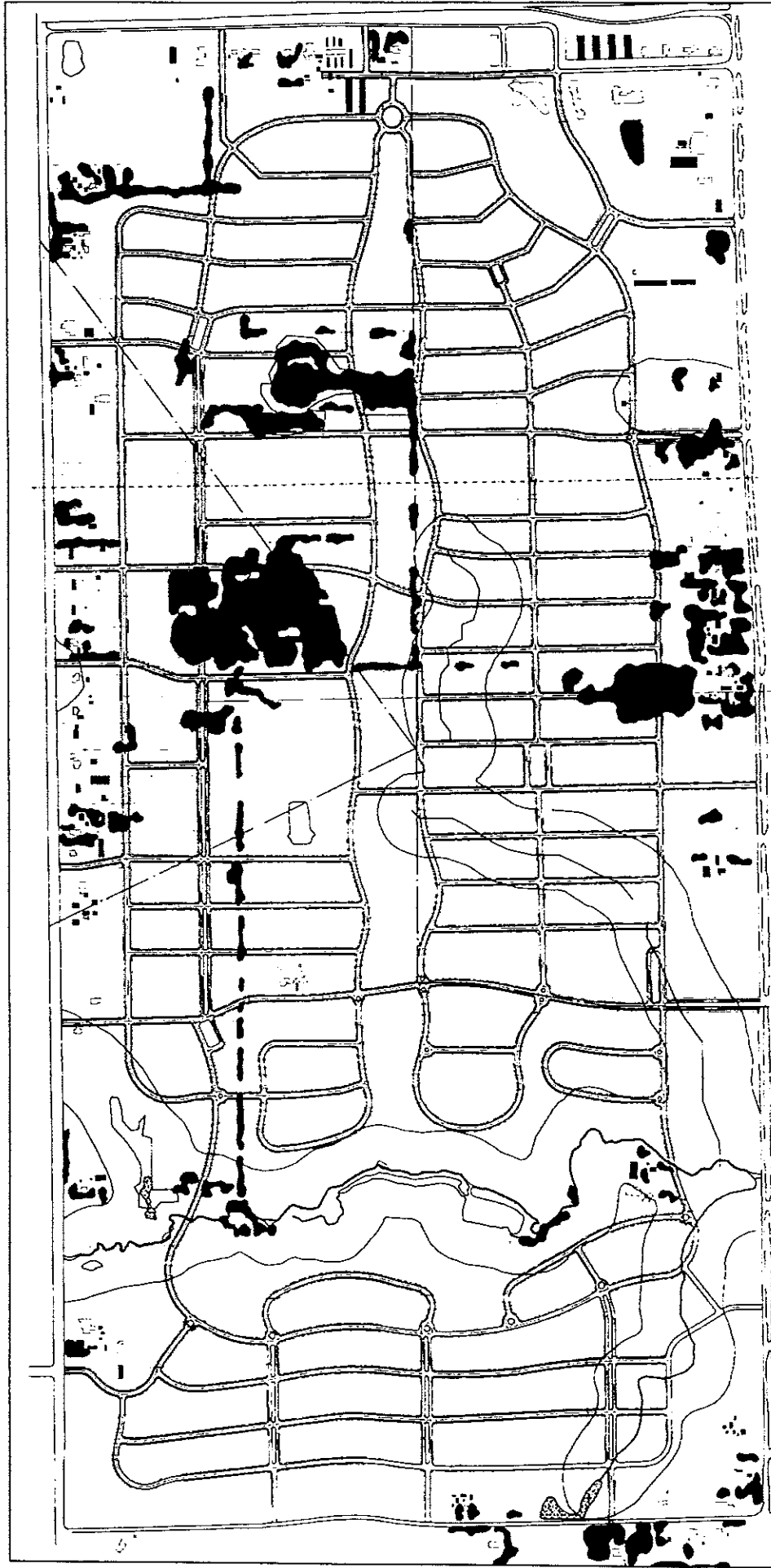
Green Space, Park
 Low to Moderate Density Single Family or Town Homes
 Low Density Single Family

*Kenosha/Bristol
Land Use Plan*

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Figure 2: City of Kenosha - Town of Bristol Cooperative Land Use Plan

STREET PLAN FOR THE CITY OF KENOSHA - TOWN OF BRISTOL COOPERATIVE LAND USE PLAN



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*Kenosha/Bristol
Complete Street Plan*

Figure 3: Street Plan for City of Kenosha - Town of Bristol Cooperative Land Use Plan

THE CITY OF KENOSHA - TOWN OF BRISTOL COOPERATIVE LAND USE PLAN WITH EAST PLANNED ENVIRONMENTAL DEVELOPMENT

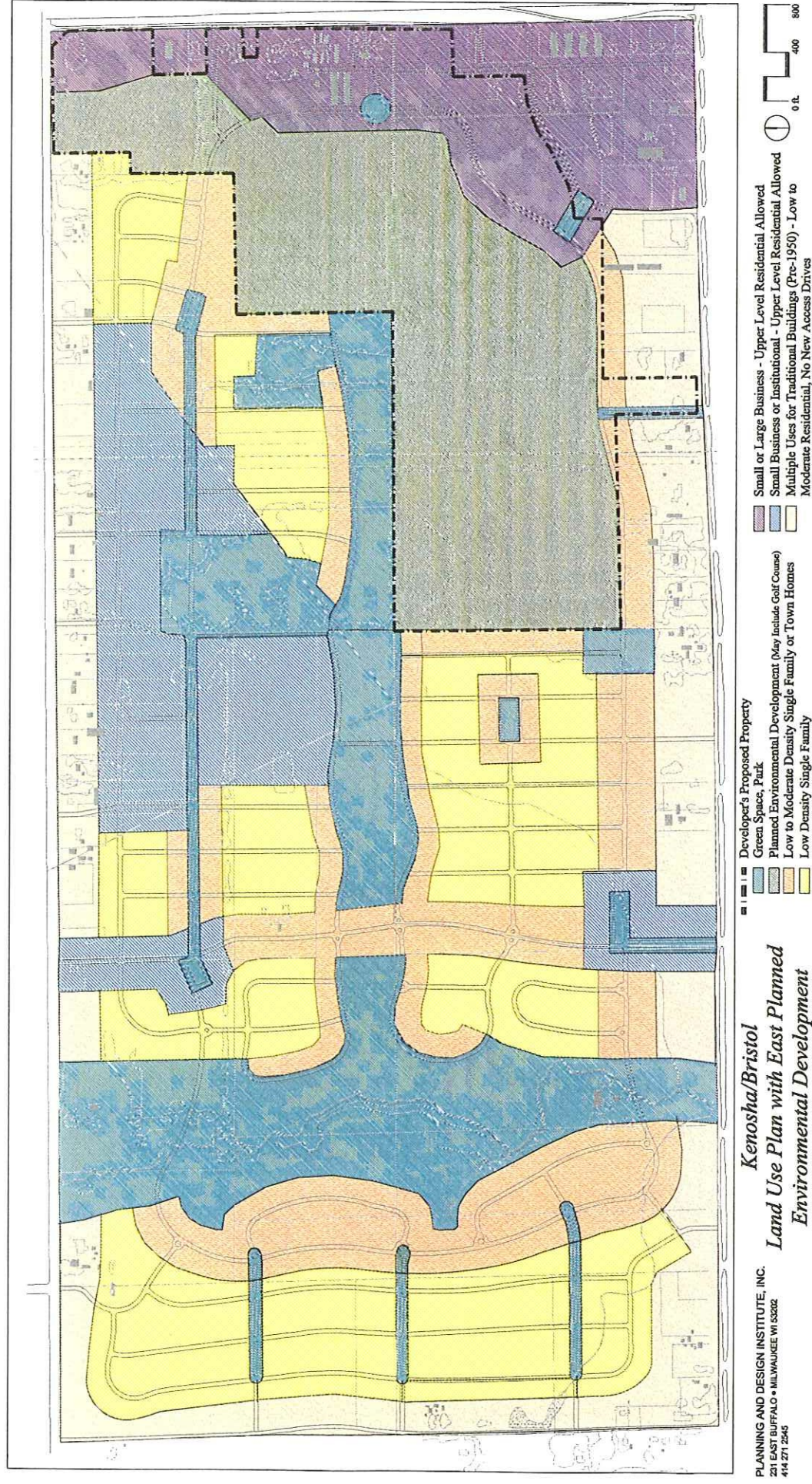


Figure 4: City of Kenosha - Town of Bristol Cooperative Land Use Plan with East Planned Environmental Development

THE CITY OF KENOSHA - TOWN OF BRISTOL COOPERATIVE LAND USE PLAN WITH EAST PLANNED ENVIRONMENTAL DEVELOPMENT

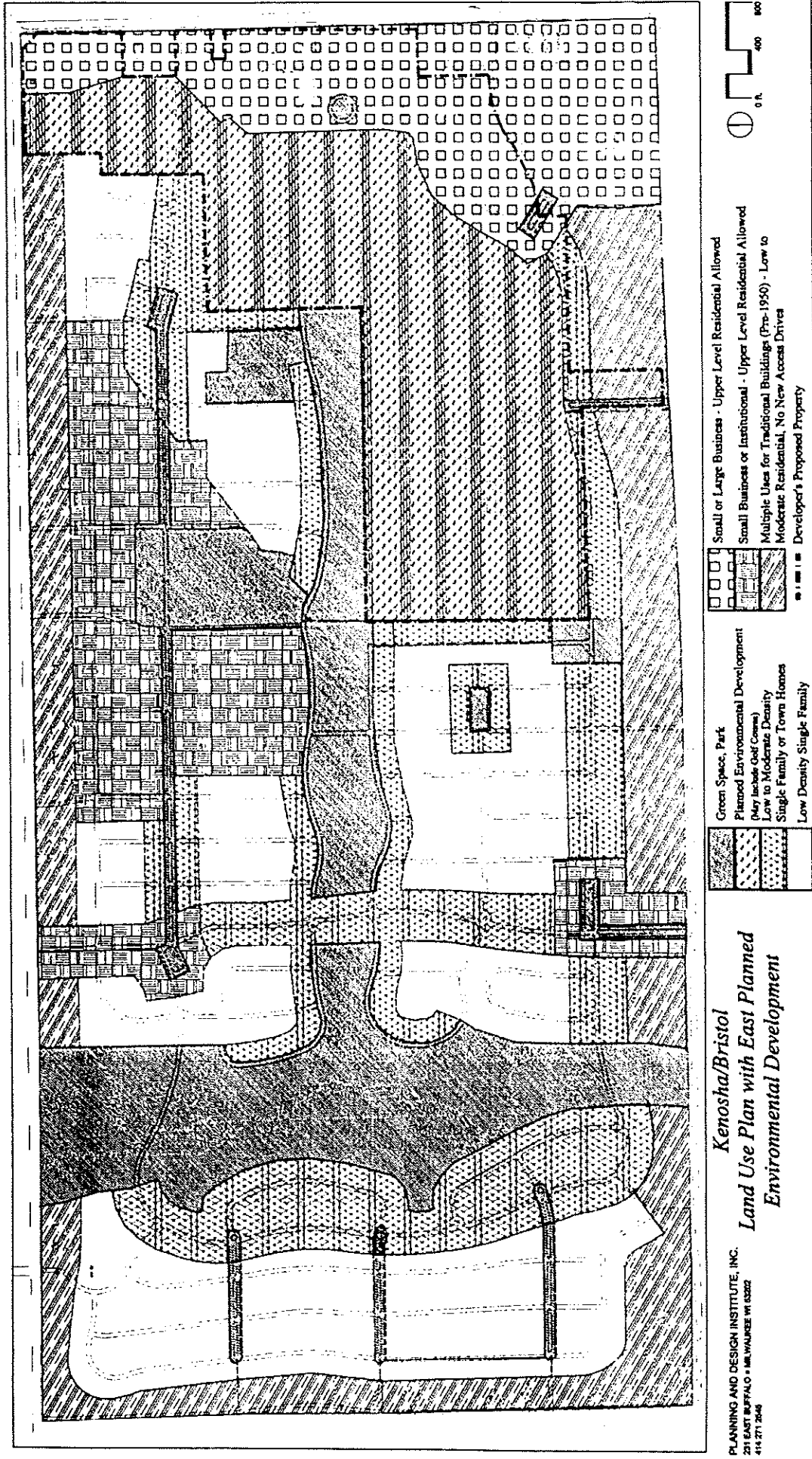
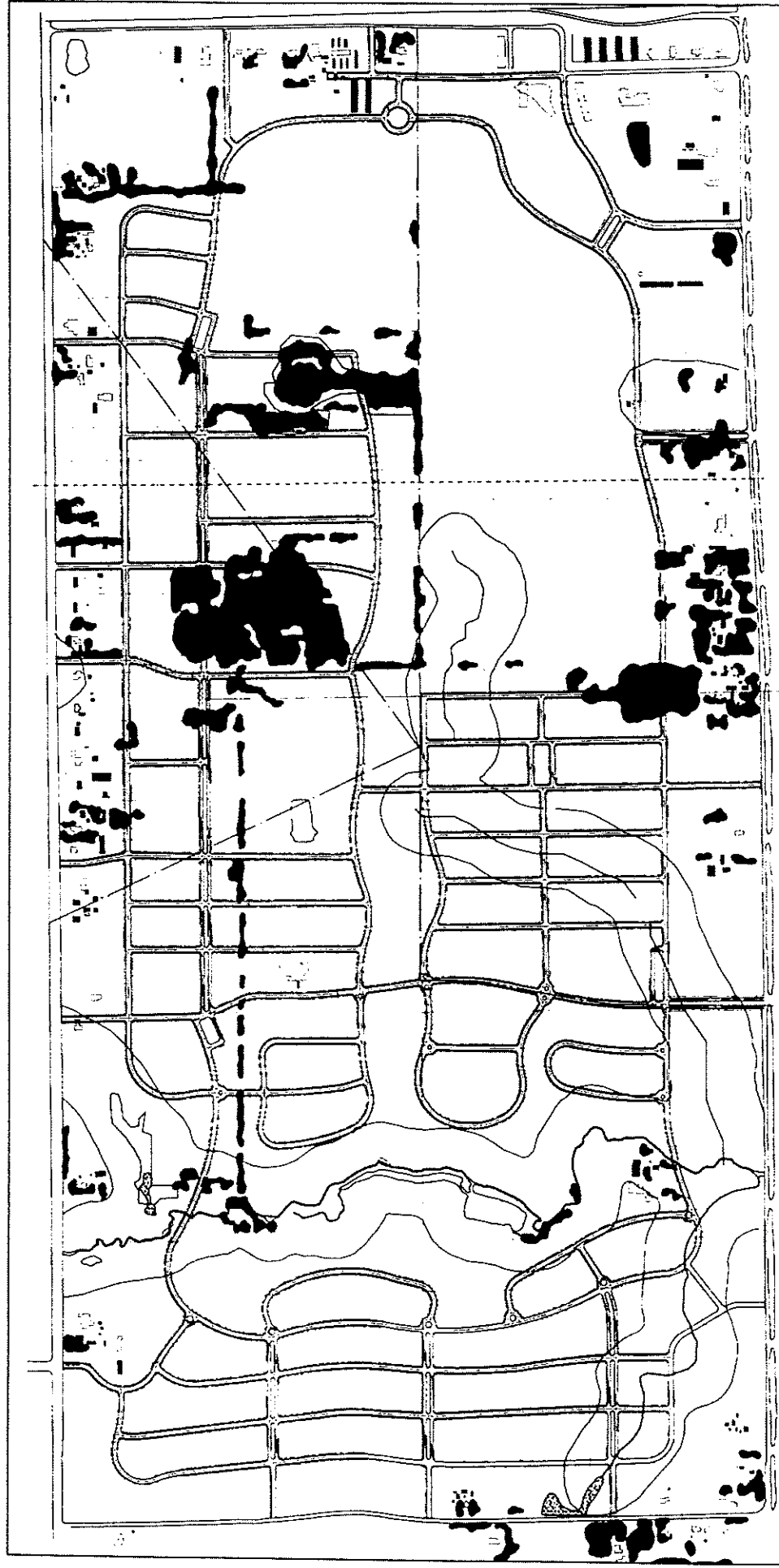


Figure 4: City of Kenosha - Town of Bristol Cooperative Land Use Plan with East Planned Environmental Development

**STREET PLAN FOR THE CITY OF KENOSHA - TOWN OF BRISTOL COOPERATIVE
LAND USE PLAN WITH EAST PLANNED ENVIRONMENTAL DEVELOPMENT**



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*Kenosha/Bristol
Street Plan with East Golf Course*

Figure 5: Street Plan for City of Kenosha - Town of Bristol Cooperative Land Use Plan with East Planned Environmental

THE CITY OF KENOSHA - TOWN OF BRISTOL COOPERATIVE LAND USE PLAN WITH WEST PLANNED ENVIRONMENTAL DEVELOPMENT

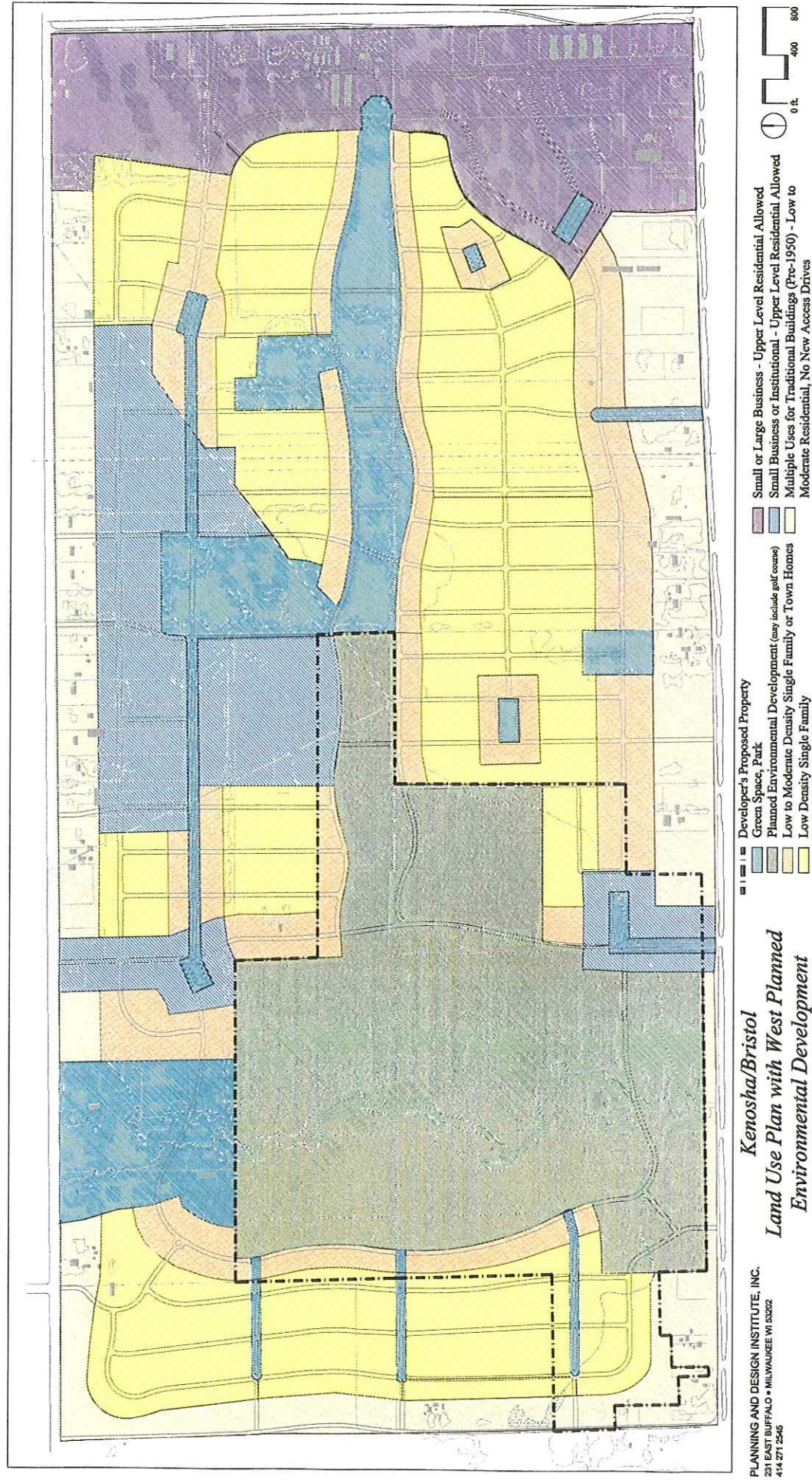


Figure 6: City of Kenosha - Town of Bristol Cooperative Land Use Plan with West Planned Environmental Development

THE CITY OF KENOSHA - TOWN OF BRISTOL COOPERATIVE LAND USE PLAN WITH WEST PLANNED ENVIRONMENTAL DEVELOPMENT

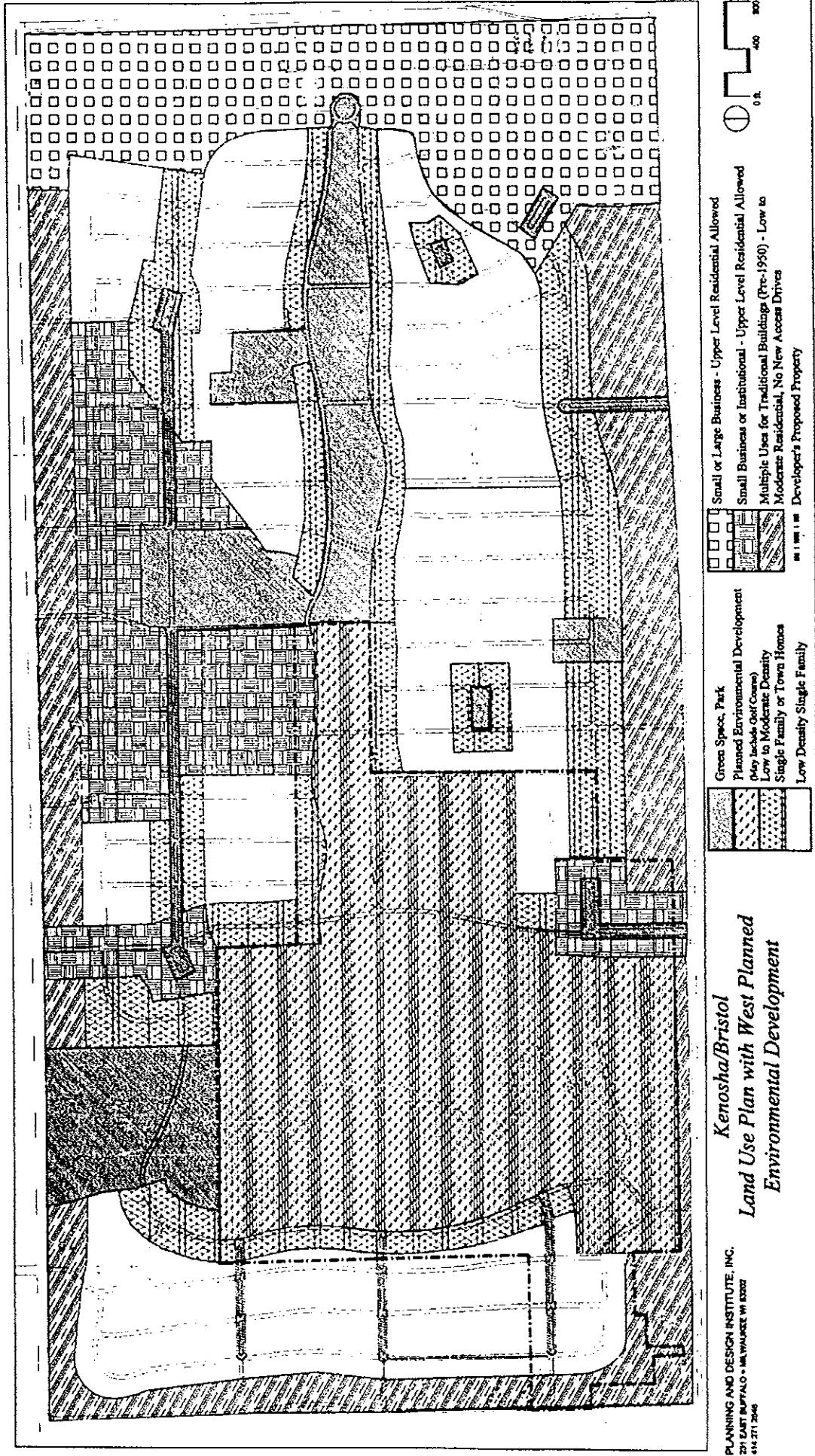
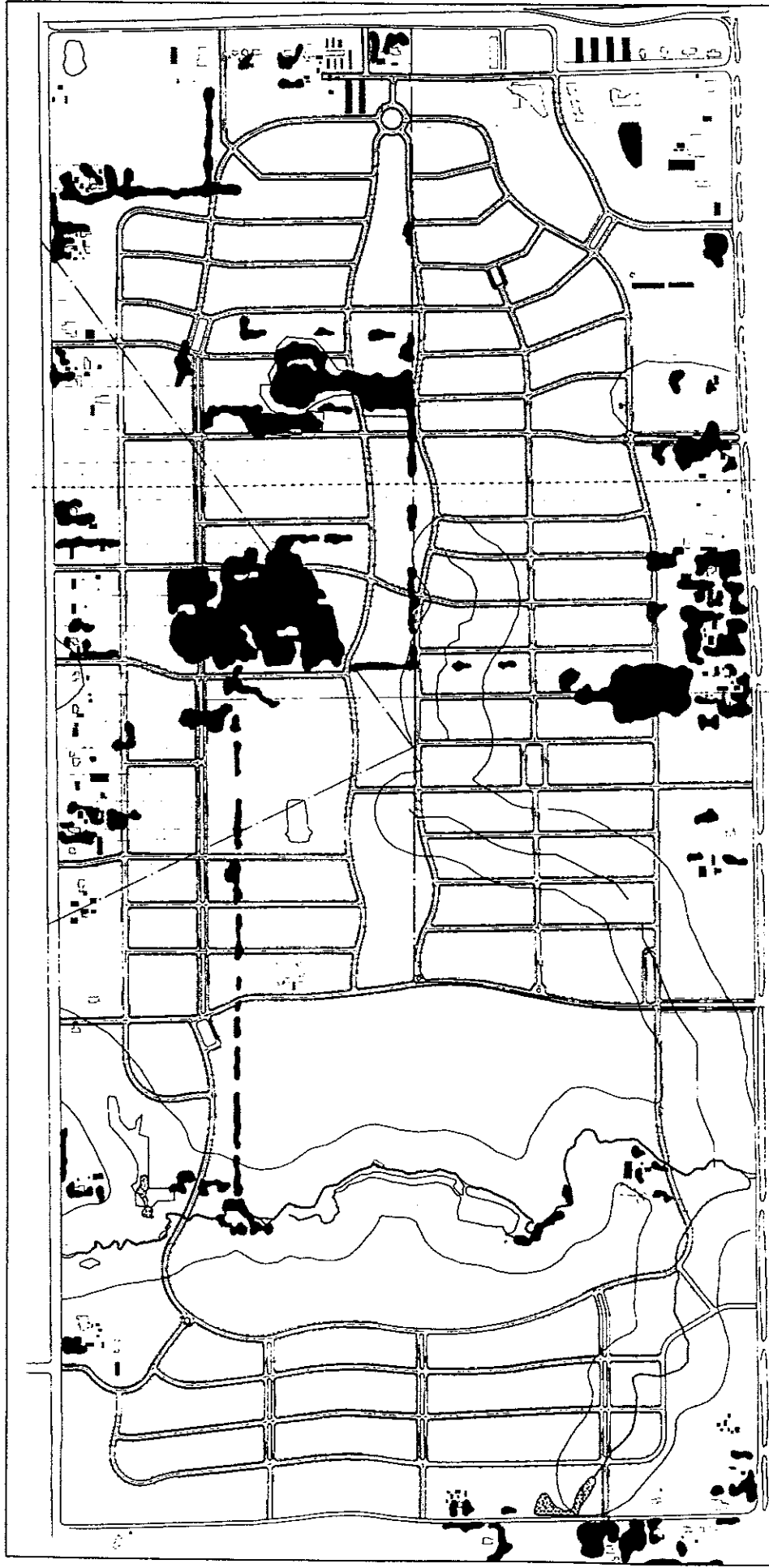


Figure 6: City of Kenosha - Town of Bristol Cooperative Land Use Plan with West Planned Environmental Development

**STREET PLAN FOR THE CITY OF KENOSHA - TOWN OF BRISTOL COOPERATIVE LAND
USE PLAN WITH WEST PLANNED ENVIRONMENTAL DEVELOPMENT**



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*Kenosha/Bristol
Street Plan with West Golf Course*

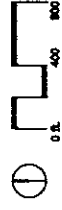


Figure 7: Street Plan for City of Kenosha - Town of Bristol Cooperative Land Use Plan with West Planned Environmental Development

THE DEVELOPMENT STANDARDS

These development standards should be considered as preliminary statements that should be reviewed and revised as needed.

Each set of development Standards for Public Places is subdivided into five categories, defined as follows:

- *Visual Form* — the desired visual character of the architecture and built environment in the public realm.
- *Circulation* — appropriate patterns of vehicular and pedestrian movement and access (including parking) and the integration of these patterns with each other and public places.
- *Activities* — the integrated set of social and economic activities associated with public places, including diverse land uses that emphasize traditional values of neighborhoods.
- *Natural Environment* — the patterns of landscape and vegetation that support and complement the visual character, circulation, climate, and the intended social and economic activities of the place.
- *Maintenance and Management* — the appropriate policies and programs that

maintain and manage public places for long term success.

Design options should be refined with the goal of achieving the *Development Standards for Public Places*, as well as the expectations of the public and private interests involved in the project. The design concepts in this plan should be used as the starting point for design development.

Design options may include alternatives with only minor variations in the concept. For example, a residential square that is shaped as a circle might be reconsidered as an ellipse of similar size. A three block boulevard might be reconsidered as one block longer or shorter.

Evaluating the Design Options

At least two design options should be considered for each project. Evaluation of design options may involve discussion of other factors not directly related to the performance standards described in this report. For example, different public agencies have internal standards and operational policies. Private developers (especially retail chains) also have a variety of standards to which they are accustomed.

The process of evaluation should recognize such needs, but it should not compromise the recommended development standards. For

example, if the tree and street light locations for a residential square are modified to meet the procedures of a specific department or agency, then this should be done in a way that still reinforces the geometric pattern of the square (as recommended by the performance standards). Similarly, basic parking requirements for retail stores can be achieved while still following the development standards for market plazas or neighborhood main streets.

PUBLIC PLACE MAP

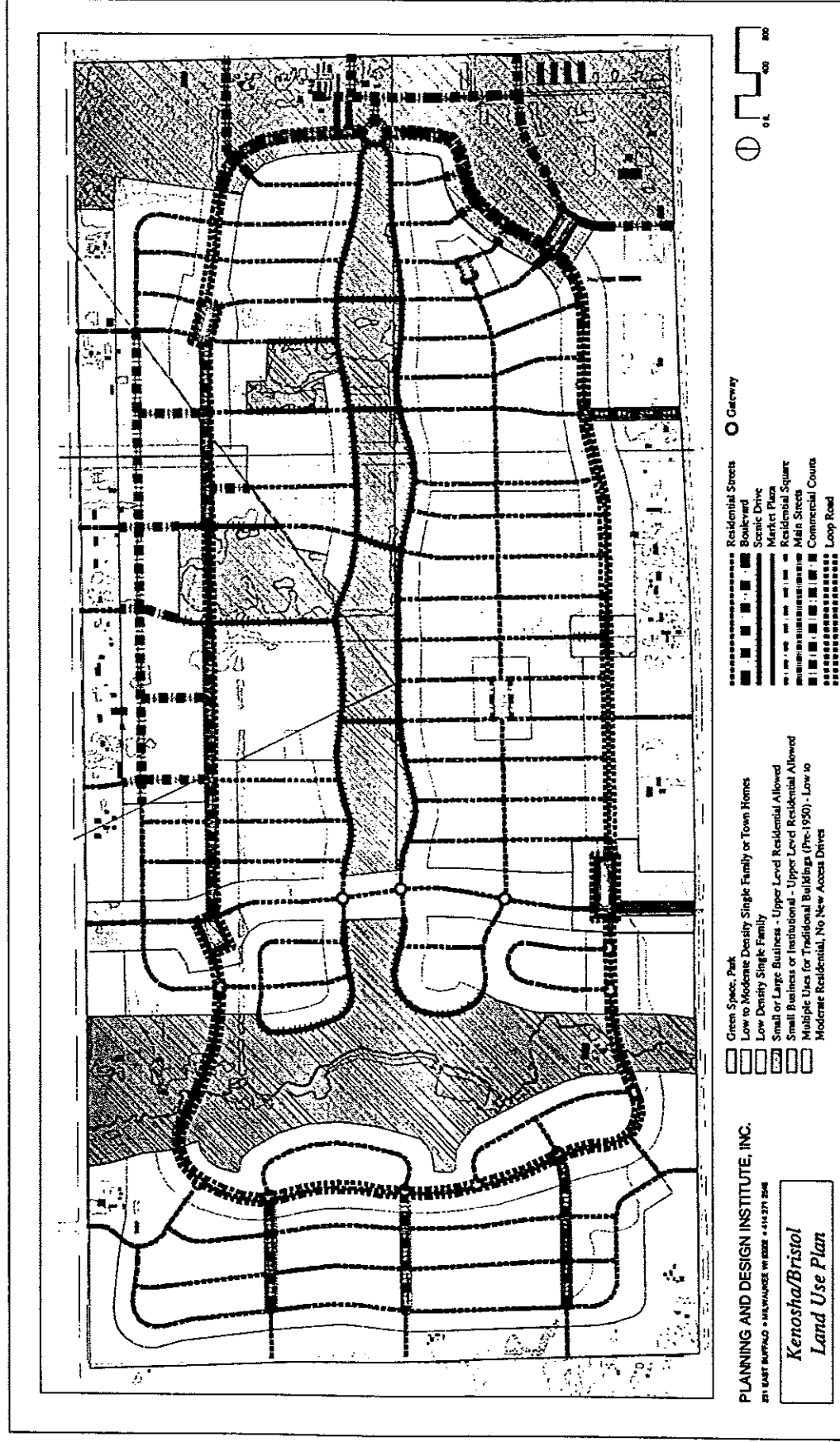


Figure 8: Public Place Diagram

CIRCULATION PLAN

The Land Use Districts coincide with the layout of Circulation Plan for the development. The rationale behind the circulation patterns is based on the:

1. Creation of a Neighborhood Loop Road within the development that provides a clear neighborhood form and functions as a memorable series of connected public places, activities and landmarks which help bind the community together socially and symbolically.
2. While the Neighborhood Loop Road may facilitate traffic flows, it is not intended as an interior 'beltway' for through traffic, but as a local street that all residents recognize and view as a continuous experience that links the neighborhood.
3. Placement of Residential Squares, Market Plazas and Gateways along the Neighborhood Loop Road create neighborhood nodes which become places for residents to interact and help give it identity.

4. Integration of existing roadways and linkages to surrounding development with Boulevards and Main Streets and Residential Streets.
5. Establishment of Commercial Courts and Market Plazas that include existing development on the site.
6. Infill of the above established circulation patterns with Residential Streets and Squares.
7. Lack of new access roads to be added to the surrounding rural development.
8. Inclusion of pedestrian and bike paths that help connect the neighborhood.

The Circulation plan is intended to become a part of the City of Kenosha's mapped street plan. As the Bristol Neighborhood develops as planned (see Figure 2) or with alternate 'Planned Environmental Developments' (Figure 4 and 6), the neighborhood loop road will be developed.

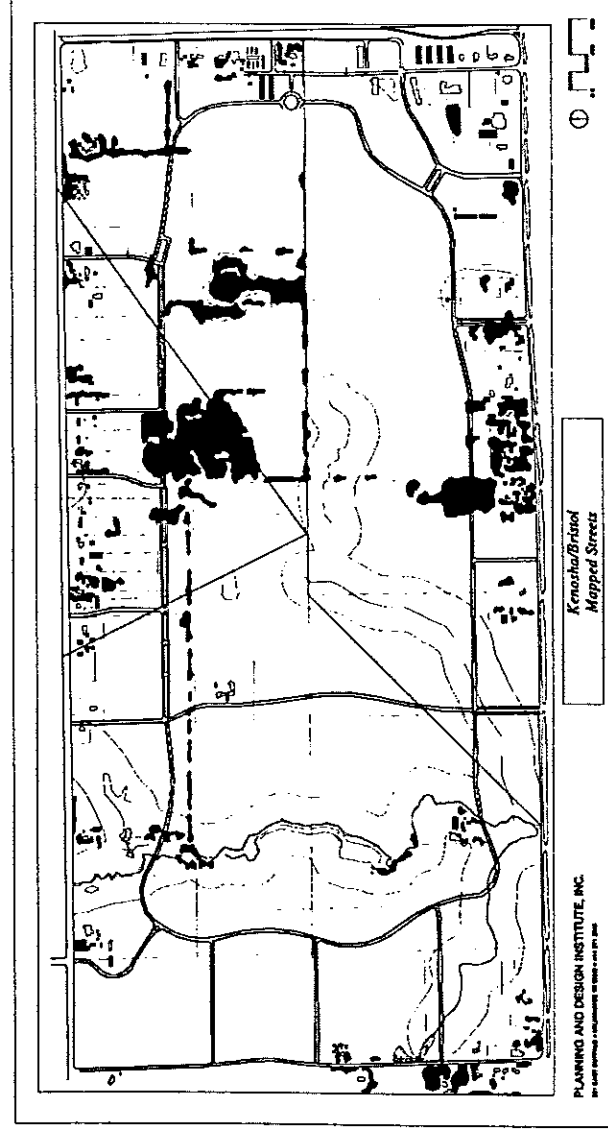


Figure 9: Mapped Streets

MAIN STREET

Intent: The Main Streets shall be a major aspect of the social and economic life of the area. They shall be created by pedestrian scale development which accommodates automobiles.

Visual Form

- Locate building fronts on property lines with no space or small spaces between buildings.
- Reinforce the continuity of the street with street lights, paving patterns, and streetscaping elements including street furniture, signage, and landscaping.
- Encourage buildings with strong front facades and corresponding alignment of fenestration (openings in buildings) and ornamentation.
- Encourage large windows at ground level that allow people to see activities and goods inside.
- Integrate the design of signs, awnings, and facade treatments with the architectural character and building arcade.
- Design the ends of the Main Street to give drivers and pedestrians a strong sense of entering or leaving a distinct public place (not just "passing through").
- Include the use of public art or strong visual elements in the Main Street corridor to for

establish a sense of place and develop the desired character of the area. Key points may be at the entrances, in the parking plaza, or at building corners.

- Design parking areas as hard-surfaced, public spaces with shared, visually integrated parking and pedestrian areas.
- Design parking patterns to match and reinforce the geometry of the buildings and site conditions. Different materials should be used to differentiate the travel zone from the parking and pedestrian zones.

Circulation

- Encourage street level pedestrian activity.
- Require front entries for the general public, but allow other additional side or rear entry conditions for the public.
- Use on-street parking wherever possible, including perpendicular parking and other patterns which slow through-traffic, but still create a pleasant and safe driving experience.
- Design the parking paving with strong visual distinctions to illustrate the flow of pedestrians and vehicles through the parking areas. The parking should appear as a continuous space of activity within the Main Street areas.

- When additional parking is needed, place parking in the back of buildings, in mid-block courtyards, underground, or in parking structures. Integrate these areas with the other architectural features and public space elements of the street.
- Where possible, allow a mixture of vehicles both services and customers (except frequent semi-truck deliveries).
- Locate service access in the rear and design it with landscape, screening, and features that match the surrounding architectural features and site conditions.

Activities

- Locate business activity (retail goods, services, or restaurants) on the ground floor and locate additional businesses, offices, and restaurants on upper floors.
- Locate retail activities along the Main Street, but encourage non-retail activities to be included or grouped nearby.
- Develop plans based on the expectation that uses in surrounding buildings will change in response to shifting markets.

Natural Environment

- Plantings should be used to reinforce the geometry of the public space and signify

entrances into the Main Street. The landscaping should add to the overall character and identity of the development.

- Plantings should occur on the ends or perimeter of the green spaces to allow activity to occur in the middle.

Maintenance and Management

- Follow customary procedures for maintenance and management (where property owners maintain the pedestrian areas in the right-of-way and public agencies maintain and manage the infrastructure).
- Assign maintenance and management of special features (such as banners, kiosks or seating) to local property owners or businesses. Alternatively, establish financing mechanisms that provide additional funds to public agencies for maintenance and management of these features.
- Clearly define the different responsibilities of public and private entities for maintenance and management. For example, maintaining banners might be the responsibility of local property owners while maintenance of public right-of-way and infrastructure would be the responsibility of the municipality.

RESIDENTIAL STREET

Intent: Residential Streets shall create a pleasant public "space" for surrounding residents. The streets should provide a network of circulation options.

Visual Form

- Design lots and buildings to form a single street edge with a uniform sight line, setbacks, and evenly spaced buildings. The buildings on each side of the street should collectively create a continuous alignment. This does not mean, however, that all projections or recesses from the front facade must be prohibited.

- Establish setbacks for new housing that respond to the existing setbacks on either side of, and across the street from new development. Setbacks should be measured from the property line and should not differ more than 5'-0" from adjacent setbacks.
- Garages shall not be the prominent feature along the street and shall have a recessed side entry or detached garage in the rear.
- Establish lot widths similar to surrounding sites. Create a symmetrical street cross-section and repetitive visual rhythm that reinforces the public space of the street and the perception of the street as a simple, unified public space. • Create a strong visual

order using parallel, rhythmic planting of shade trees and street lights.

- Maintain constant building heights on each edge of the street.
- Enforce criteria established for architectural materials, fenestration, roof pitches, and porches that match the character of the surrounding houses. Due to the variety of styles in the neighborhood these criteria will vary from project to project.
- Design corner lots such that the residential structure creates an effective facade along both streets and, if possible, use a garage or small residential structure to front the side street.

Circulation

- Design the street system in a way that slows traffic.
- Allow for parallel parking on the street.
- Layout streets to link with streets from adjacent blocks. Encourage the use of narrow driveways.
- Encourage sidewalks and pedestrian paths.

Activities

- Allow low-density, single-family residential development.

- Encourage integration of community uses, especially where residential streets connect to other public spaces such as squares or plazas.

Natural Environment

- Plant three to four tree species in a simple alternating rhythm along the street.
- Preserve existing environmental features on or around the site. Use the features as an amenity for the neighborhood, for example, existing hedgerows are preserved to create a tree-lined street and natural gateways into neighborhoods.

Maintenance and Management

- Follow customary procedures for maintenance and management (in which property owners maintain the pedestrian areas in the right-of-way and public agencies maintain and manage the infrastructure).

RESIDENTIAL CLUSTERS

Intent: Residential Clusters shall create a pleasant public “space” for surrounding residents while protecting large areas of green space.

Visual Form

- Locate houses to minimize disruption to the natural character and promote value such that (a) they are sited around open spaces that include natural environmental areas (b) they are grouped together in ways that create clear, naturally landscaped areas that separate between groups (c) they will be visually overshadowed by important natural features.
- Preserve and integrate landscape elements in the separation of groups of houses.
- Group houses together in clusters of between 4 to 5 units, with maximum groupings of 8 units.
- Design lots and buildings to form a single street edge following the geometry of the cluster, setbacks, and evenly spaced buildings. This does not mean, however, that all projections or recesses from the front facade must be prohibited.
- Establish setbacks for new housing that respond to the existing setbacks of other residences in the cluster. Setbacks should be measured from the property line and should

not differ more than 5'-0" from adjacent setbacks.

- Garages shall not be the prominent feature and shall have a side entry or detached garage in the rear.
- Establish lot widths similar to surrounding sites. Create a symmetrical street cross-section and repetitive visual rhythm that reinforces the public space of the street and the perception of the street as a simple, unified public space.
- Create a strong visual order using rhythmic planting of shade trees and street lights.
- Maintain constant building heights around the cluster.
- Enforce criteria established for architectural materials, fenestration, roof pitches, and porches that match the character of the surrounding houses. Due to the variety of styles in the neighborhood these criteria will vary from project to project.

Circulation

- Encourage the creation of scenic drives where houses are located on only one side of a road and landscapes are preserved on the other.
- Encourage sidewalks and pedestrian paths.

Activities

- Allow low-density, single-family residential development.
- Encourage integration of community uses, especially where residential streets connect to other public spaces such as squares or plazas.
- Encourage integration of community uses, especially where residential streets connect to other public spaces such as squares or plazas. Create passive and active spaces within the shared common areas providing uses that will attract residents of all ages.

Natural Environment

- Create continuous landscape edges along public roads and between groups of houses.
- Preserve existing environmental features on or around the site. Use the features as an amenity for the neighborhood.

Maintenance and Management

- Reduce the need for major maintenance in this area by selecting self-maintaining landscaping and screening elements.
- Require common property maintenance be done by property owner associations, including options for public intervention if

property owners fail to maintain the land.

- Encourage the design and preservation of common areas to minimize their future utility as developable parcels.

BOULEVARD

Intent: The boulevard shall be a prestigious, distinctive street in the neighborhood. It should be a beautiful and safe experience for both vehicles and pedestrians.

Visual Form

- Create a strong visual order using parallel, rhythmic planting of shade trees and street lights.
- Build a divided roadway with landscaped center islands that have simple semi-circular ends.
- Allow the width and planting pattern for center islands to vary according to available space, but keep the plantings low so there is visual access over the boulevard.
- Design adjacent buildings and yards to form a single street edge with a uniform sight line and setbacks. Buildings should be evenly spaced.
- Garages shall not be the prominent feature along the street and shall have a recessed side entry or be detached in the rear
- Maintain relatively constant building heights on each side of the boulevard.
- A boulevard shall end in a public space. For example, a public square or gateway.

Circulation

- Slow traffic while creating a higher quality and pleasant driving experience.
- Create an attractive pedestrian experience.
- Allow for parallel parking on the residential side of the driving lane.
- Plan curb cuts and cross-overs through the center island at intersections with Residential Streets while maintaining the boulevard's image.

Activities

- Use the boulevard to create a prestigious and distinctive image for the area.
- Encourage integration of community uses, especially where the boulevard connects to other public places such as squares or plazas.
- Use the center island for activities that compliment adjacent activities, such as ornamental features to enhance the image of the residential neighborhood.

Natural Environment

- Plant three to four tree species in a simple alternating rhythm on the edges of the boulevard. The center island may include low planting areas for flowers.
- Use very few ornamental trees or shrubs at

focal points and plant them in ways that fit the geometric order of the boulevard.

Maintenance and Management

- Follow customary patterns of maintenance and management — property owners maintain the pedestrian areas in the right-of-way and public agencies maintain and manage the infrastructure.
- Encourage the maintenance and management of special elements such as ornamental features, by local property owners, a neighborhood association, business group, or homeowners association.
- Where possible, assign maintenance and management of the center island to local property owners. Alternatively, establish financing mechanisms that provide additional funds to public agencies for maintenance and management of the center island.

RESIDENTIAL SQUARE

Intent: Squares shall be a visual and social amenity for the surrounding residents and community. They should be a formal attraction within the neighborhood.

Visual Form

- Create a space with a square, rectangle, circle, or other simple polygon or curvilinear form (such as an octagon, semi-circle, oval, or ellipse).
- Make the size of the space less than one block but larger than two or three house lots. The final size depends on the prominence of the associated community structures and the density of surrounding activity.
- Define the edges of squares with buildings that have front facades of relatively uniform heights facing the square.

- Locate tree plantings, lighting, and fences that reinforce and match the primary geometric shape.

- Make paving patterns and materials more distinctive and prominent than surrounding streets and sidewalks.

- Design the interior of squares with ornamental features typical of gardens, parks, and other green spaces. Allow the interiors layouts to vary, but make sure that outer edges

match the primary geometric shape.

- Include specific opportunities for the creation of public art that supports the relation of the square to its neighborhood — visually, symbolically, or functionally.

Circulation

- Create a clear public circulation path, including vehicles, surrounding the square that reinforces the geometric shape. Smaller, less important squares may have public circulation only on principal edges.

- Create clear pedestrian paths to and through the square.

- Design squares to allow for public access along the periphery (with clear views of the landscape and other visually appealing features) and control access to the interior of the square with fences and gates.

Activities

- Use the square to add prestige and value to adjoining community or residential uses.

- Use the interior of the square for both informal social interaction, passive recreation, and ceremonial purposes associated with adjacent community or residential uses.

- Consider controlling access to the interior of the square as a technique for protecting

and supporting proposed activities.

- Encourage activities in squares that are distinct from the wider range of recreational activities that occur in larger parks and play fields.

Natural Environment

- Include large grass areas combined with plantings and ornamental features such as fountains, flower gardens, or fences.
- Use plantings to moderate the seasonal climate.

Maintenance and Management

- Where possible, assign maintenance and management of squares to local property owners including cultural institutions or businesses, neighborhood associations, or homeowners associations. This should include provisions for controlling access to the interior of the square. Alternatively, establish financing mechanisms that provide additional funds to public agencies for maintenance and management of the square.
- Establish specific agreements that clearly define the different responsibilities of public and private entities for maintenance and management. For example, maintenance of special features such as ornamental

landscapes and play equipment could be delegated to local property owners, a neighborhood association, or homeowners association. Maintenance and street trees, street lighting and other elements that are typical of standard streets could be delegated to public agencies.

- Use materials that can be repaired easily in case of vandalism or graffiti. For example, some elements can be designed to be cleaned or repainted easily.

MARKET PLAZAS

Intent: Market Plazas shall be an open space for pedestrians and automobiles created by a strong sense of enclosure. The plaza should be a memorable "place" created by the design of the hard-surface and surrounding vertical elements.

Visual Form

- Define a strong public space with a continuous wall of buildings, fences, and structures with openings at key locations for vehicles and pedestrians.
- Allow surrounding buildings to vary in height but give visual prominence to the most important structures.
- Shape plazas either as simple geometric forms or as irregular polygons created by the evolution of the surrounding buildings.
- Design plazas as hard-surfaced, public spaces with shared, visually integrated parking and pedestrian areas as the primary focus and occasional landscape elements or sculptural features located along the edges.
- Use paving patterns to reinforce the shape of the plaza as well as the parking and circulation patterns. Create geometries that give the space greater visual order.
- Place vertical elements along the edges so

they mark entrances and can be seen easily when approaching the plaza.

- Provide sites for temporary structures that can be used for daily, weekly, or seasonal events. For example, a temporary structure could be located along the northern edge of the grocery Market Plaza for selling flowers, pumpkins, or Christmas trees.
- Include specific opportunities for the creation of public art that support the relationship of the plaza to its neighborhood — visually, symbolically, or functionally.

Circulation

- Encourage pedestrian and vehicular movement along the edges of plazas and leave the center relatively open for parking, pedestrian movement, and planned events.
- Design the plazas to give drivers and pedestrians a strong sense of entering or leaving a distinct public place, not just "passing by."
- Design parking patterns to match and reinforce the geometry of the plaza, while accommodating the Village parking ratio requirements.

Activities

- Along the edges, focus uses on higher

intensity retail goods and services, but allow for occasional interspersing of institutional, office, or residential uses (especially on upper levels).

- Encourage large windows at ground level that allow people to see activities and goods inside.
- Integrate the design of signs, awnings, and facade treatments with the architectural character and style of the plaza.
- Develop plans based on the expectation that uses in surrounding buildings will change in response to shifting markets.
- Encourage the use of plazas as locations for shared activities in addition to parking and pedestrian movement, such as informal gatherings, posting of information, public art, and other neighborhood social functions.
- Encourage the development of plazas as symbolic centers for the Village.

Natural Environment

- Allow occasional tree groupings along the edges to create areas to relax, that reinforce the edge, or improve the pedestrian environment.
- Use the landscape to moderate the micro-climate. For example, the trees along the east edge of the grocery Market Plaza may be a

mix of coniferous and deciduous trees to provide a windbreak, visual interest and variety, and define the edge of the space.

Maintenance and Management

- Where possible, assign maintenance and management of market plazas to local property owners, businesses, or neighborhood associations. Alternatively, establish financing mechanisms that provide additional funds to public agencies for maintenance and management of the plaza.
- Clearly define the different responsibilities of public and private entities for maintenance and management. For example, snow removal might be the responsibility of local property owners while maintenance of street lighting and other elements typical of standard streets could be delegated to public agencies.
- Assign maintenance and management of special features, such as banners, seating, or temporary structures, to property owners or business association.
- Use materials that can be repaired easily in case of vandalism or graffiti. For example,

NEIGHBORHOOD PARK PRESERVE

Intent: Park Preserves shall serve as a primary social connection between all neighborhoods and serve as an amenity for surrounding home sites through the protection and enhancement of the existing natural environment.

Visual Form

- Make park preserves considerably larger than squares and create boundaries that follow the alignments of topography and existing patterns of land ownership, development, or environmental features.
- Preserve significant land areas containing natural features.
- Design the edges of park preserves distinctively with rows of tree plantings that reinforce the street edge and allow for clear visual access into the park interior. Use existing landscaping, when possible, to form the edge.
- Design the interior of parks preserves with a variety of landscapes, ornamental elements, open fields, gardens, paving patterns, topographical features and lighting.
- Divide park preserves into a clear hierarchy of major and minor spaces including both formal geometric shapes (suitable for the

layout of play fields) and less formal, more picturesque shapes suitable for passive recreation.

- Use park preserves as edges to development and/or as visual amenities for housing.
- Design formal pedestrian and vehicular entries corresponding to the geometry of the surrounding street system.

Circulation

- Create clear entries along the edges of parks that correspond directly to activities and patterns of movement in the surrounding neighborhood.
- Link the entries to the park preserve with the primary pedestrian circulation paths within.
- Allow for parking along the edges. A few interior lots may be included when necessary and should be incorporated into the topography and overall design of the park.
- Streets and roads should follow along the edges of the natural area. Streets may cross when necessary for connections between neighborhoods and linking traffic arterials.
- Design the edges as a continuous, pedestrian movement system.
- Accommodate movement for bicyclists, walkers, joggers, and other pedestrian movements within the park preserve and

connecting to the community.

Activities

- Include combinations of active recreational and passive areas.
- Use the active recreational areas for league games that are managed by sports associations or public agencies. Also encourage use of active recreational areas for games that occur spontaneously among neighborhood residents.
- Encourage community based social and cultural events, including meetings and celebrations — especially events associated with adjacent community, business, or residential uses.
- Encourage educational walking tours to illustrate the beauty and importance of these natural areas. Animals, birds, and plantings should be protected.
- Consider controlling access to the interior of the park preserve if it is essential to protecting and supporting the activities.

Natural Environment

- Include large grass areas combined with numerous tree plantings and ornamental features such as fountains, flower gardens and similar elements.

- Minimize the use of berms to screen views into the park preserve and between subareas. Instead, encourage the use shade trees that allow views between subareas but still providing a sense of separation.
- Use planting to moderate the seasonal climate.
- Protect animals, birds, and plantings native to the preserve.
- Minimize the use of fences which will detract from the natural beauty of the existing landscape in protected areas.

business group, or homeowners association. Establish specific agreements that clearly define such arrangements.

Maintenance and Management

- Assign maintenance and management of parks preserves to public agencies or, in special cases, to large neighborhood or homeowners associations that have the organizational capacity to sustain maintenance and management services.
- Encourage the various agencies responsible for maintenance and management to coordinate their efforts to reinforce the social and economic activities of the park preserve and its relationship to the neighborhood.
- Encourage the maintenance and management of special features such as a community garden, park structures, or play areas, by local property owners, a neighborhood association,

GATEWAY

Intent: Gateways shall signal the entrance into the neighborhood. They should serve as a feature and be designed to emphasize the transition into significant streets or developments.

Visual Form

- Create strong vertical elements located symmetrically on each side of the street. These elements should be sufficiently large so they are perceived as a unified visual composition on both sides of the street.
- If possible, create a strong, low visual element in the center of the right-of-way using a circular, semi-circular, or other simple geometry.
- Use gateways to signify the entrance into the neighborhood and individual neighborhoods.
- Use building forms, landscaping, topography, or environmental features to form the gateway.
- Reinforce the shape of the gateway with trees, plantings, and street lights.
- When appropriate for local activities, use banners, flags, or other colorful elements that make the gateway a special place.

- Coordinate other features, such as traffic signs or landscaping, to emphasize the

gateway.

Circulation

- Use gateways as symbolic and psychological entries but not as securable fences. Public gateways should not limit public access.
- Slow traffic while creating a higher quality, pleasant driving experience, and attractive pedestrian experience.
- A gateway may be something you pass, go through, or go under.

Activities

- Use gateways to connect important streets, such as the Main Street, to major arterials or neighborhood through-streets.
- Use gateways to establish the beginning or end points for significant streets or new developments in a way that adds prestige, status, and value to the street.
- Use gateways to increase the pride of local residents in the street and the likelihood that they will be more watchful of issues related to public safety and security on the street.

Natural Environment

- Plant trees on the edges of gateways in a manner that is visually and geometrically

consistent with the plantings along the streets. Planting patterns should reinforce gateways as extensions of surrounding streets and public places.

- Use small ornamental trees or plantings in symmetrical patterns that reinforce the geometry of the street planting. They should not, however, dominate the pattern of street trees.
- Use hedges to continue the geometric pattern of walls and the edges of the gateway as a public place.

Maintenance and Management

- Follow customary patterns of maintenance and management (in which homeowners maintain the pedestrian areas in the right-of-way and public agencies maintain and manage the infrastructure).
- Encourage the maintenance and management of special elements such as columns and ornamental fencing, by local property owners, a neighborhood association, business group, or homeowners association. Alternatively, establish financing mechanisms that provide additional funds to public agencies for maintenance and management of the gateway.
- Use materials that can be repaired easily in case of vandalism or graffiti. For example,

some elements can be designed with materials that can be cleaned or repainted easily.

TRADITIONAL RURAL HIGHWAY

Intent: Maintain the natural and rural character of the land surrounding the development.

Visual Form

- Locate houses to minimize disruption to the natural character and promote value such that (a) they are sited around open spaces that include natural environmental areas (b) they are grouped together in ways that create clear, naturally landscaped areas that separate between groups (c) they will be visually overshadowed by important natural features.
- Preserve and integrate landscape elements in the separation of groups of houses.
- Group houses together in clusters of between 4 to 5 units, with maximum groupings of perhaps 8 units.
- Encourage the preservation of buildings that add to the historic character of the area.

Circulation

- Discourage any new access roads in the area to preserve the rural character.
- Encourage scenic drives where houses are located on only one side of a road and natural landscapes are preserved on the other.
- Create walking and hiking trails that are

adjacent to public roads. They should be integrated into the geometry and pattern of the existing roads.

Activities

- Allow single-family residential, but also encourage multiple uses for buildings that contribute to the historical character of the area. This will promote the preservation of the existing buildings.
- Create passive and active spaces within the shared common areas providing uses that will attract residents of all ages.

Natural Environment

- Extend and connect the existing natural areas and environmental corridors with new plantings and landscaping that match the existing. Create continuous landscape edges along public roads and between groups of houses.
- Link natural features between parcels with a a trail system.

Maintenance and Management

- Consider preservation techniques to protect the land. Use deed restrictions and easements that guarantee land control and management of natural areas.
- Reduce the need for major maintenance in this

area by selecting appropriate landscaping and screening elements.

- Require common property maintenance be done by property owner associations, including options for public intervention if property owners fail to maintain the land.
- Encourage the design and preservation of common areas to minimize their future utility as developable parcels.

COMMERCIAL COURTS

Intent: Create visually appealing commercial areas with greater visual harmony and compatibility between commercial sites

Visual Form

- Enhance the architectural character of the buildings through the use of natural materials and special features to define entrances, corners and links to other buildings and public places.
- Use buildings to form public places by emphasizing the shape of plazas and connecting to pedestrians with appropriately scaled design details and windows.
- Design off-street parking lots as public places through the use of simple geometric forms, strong edges, lot widths of less than 200', paving patterns, and separate pedestrian walkways.

- Establish visual edges along side yard property lines with landscaping and fencing.
- Design roadside entries as visually prominent gateways that have adjacent, but distinct vehicular and pedestrian entrances.
- Encourage uniform, attractive roadside signage that has a distinct base, middle and top with the content displayed in the middle

portion.

- Create strong edges using landscape elements on major circulation routes that cross open areas on larger lots.
- Use light poles and other visual amenities to reinforce the design of public places.

Circulation

- Encourage vehicular links between sites that contain off-street parking.
- Create continuous linkages designed for pedestrian movement and bike paths between sites
- Facilitate future redevelopment with simple, orthogonal road patterns on larger lots.
- Make service areas attractive as components of public areas or visually separated from such areas through the use of fences and hedges.

Activities

- Link building interiors to the outdoors by promoting ground-level views into the building
- Allow for mixed-uses to create an active environment throughout the day
- Encourage outdoor activities and events including retail activities in the parking areas,

seasonal events, temporary structures and outdoor eating and gathering spots.

Natural Environment

- Create significant landscapes such as groves and gardens between buildings that encourage active use.
- Encourage the use of paving systems that allow for easy road drainage.
- Encourage landscape continuity by limiting the number of tree and shrub species
- Incorporate existing trees into the development wherever possible.
- Discourage artificial berms and similar artificial topographic changes that appear artificial.

Maintenance and Management

- Encourage the use of materials that are durable and easy to maintain.
- Follow customary procedures for maintenance and management (where property owners maintain the pedestrian areas in the right-of-way and public agencies maintain an manage the infrastructure).
- Assign maintenance and management of

special features (such as banners, kiosks or seating) to local property owners or businesses. Alternately, establish financing mechanisms that provide additional funds to public agencies for maintenance and management of these features.

IMPLEMENTATION

Plan Implementation

The steps of implementation include Plan adoption. After formal adoption of the Plan, implementation will require faithful, long-term dedication to the underlying objectives by the citizenry and appointed and elected officials of the municipalities.

Plan Adoption

The first step towards implementation is the formal adoption of the plan by the City and Town Boards, pursuant to State planning enabling legislation. Upon its adoption, the plan becomes an official guide to be used by City and Town officials in making land use decisions. Although adoption of the plan by the Boards is not legally required, it is recommended, since it signifies support of the plan recommendations on the part of the governing body.

Zoning Ordinance Revisions

The Land Use Plan provides guidance for making zoning decisions in the communities. The standards and development goals established in this Plan will direct the revision of the Zoning Ordinances and its contents. Specific regulations and policies will be outlined in the zoning and will serve as the regulatory document for each community.

Regulating Plan

A regulation plan may be developed for the Neighborhood. This plan provides a "build to" line and outlines a permitted building zone. The necessity of the plan is that each property in the district is evaluated as to the appropriate location of development in regards to the topography, environmental features, adjacent land uses and transportation. The development of this plan will ensure a sound long-term development pattern.

Site Plan Review

Preserving the area character and natural resources is a priority of the City and Town residents and elected officials. The negative impacts of development can be minimized by utilizing a Site Plan Review process in which the City evaluates land development proposals according to the established district standards and permitted uses. In addition to the site review, it is recommended a Neighborhood Plan be required for development areas to illustrate how the development will impact future growth and transportation. The Neighborhood Plan may be done by the existing land owner or by the community. The Plan Commission should determine who does the plan and the boundaries.

Site Plan Review should be required for all subdivisions of two or more parcels, all new commercial development, all new industrial development, and all mixed-use developments.

This requirement should be included in the Land Division Ordinance with specifics for submittal and review. The performance standards for each district should be included with the review in order to provide a development in accordance with the Goals and Objectives.

Items recommended for the Site Plan Review may include:

- 1) Site location and surrounding property information.
 - property size
 - permitted density
 - proposed density
 - history of property uses and previous changes e.g.) zoning
 - map depicting site within the municipality
- 2) Narrative description of development proposal.
 - proposed use
 - proposed density
 - preservation of existing natural features on the site
 - circulation within the site
- 3) Concept sketch of proposed plan. (Neighborhood Plan)
 - Site plan for a residential or mixed-use area.

- all proposed property lines
- suggested building locations
- proposed streets/roads
- proposed natural features and landscaping

Neighborhood Plan is used by the municipality to provide a concept for development and may be used as a model for other properties with similar circumstances. The plan may be one parcel or include several parcels.

4) Developer's Agreement

5) Covenants or other restrictions

Plan Amendments

Amendments are covered under Wisconsin state statute 66.023.

LIMITING URBAN SPRAWL

The Cooperative Plan does not call for any unplanned for, or premature, or uncontrolled development in either the City Growth Area or Town Service Area. Urban sprawl in either the City Growth Area or Town Service Area is limited by the extent and availability of sanitary sewer, water supply, and soils which do not support septic system development. Urban sprawl will be controlled primarily due to the fact that outlying rural areas not within a planned sanitary sewer service area are not to be provided sanitary sewer service or public water supply.

The ability for the neighboring non-participating municipalities--the Town of Paris, Town of Somers, and Village of Pleasant Prairie--to control potential spillover effects from maintaining or promoting urban development within the City Growth Area and the Town Service Area is good since:

- A similar Cooperative Plan between the Town and the Village of Pleasant Prairie is being prepared.
- The Towns of Paris and Somers are under the jurisdiction of Kenosha County's Chapter 12: Kenosha County General Zoning and Shoreland/Floodplain Zoning Ordinance as amended. The past practice of Kenosha County has been not to overzone rural areas of Kenosha County for urban types of development unless such development is planned under a regional, County, or local land use plan.
- Kenosha County, the City of Kenosha, the Village of Pleasant Prairie, and the Town of Somers all participated in the recent preparation of the A Comprehensive Plan for the Kenosha Urban Planning District. This comprehensive plan was prepared to serve as the local comprehensive plan for each of the three involved communities for the geographic area located east of IH-94 in Kenosha County. A Comprehensive Plan for the Kenosha Urban Planning District also has a significant effect on the control and constraint of urban sprawl.
- Work has recently been initiated by the Southeastern Wisconsin Regional Planning Commission to prepare a comprehensive plan for that portion of Kenosha County located west of IH-94 including the Town of Bristol and the Town of Paris.

As indicated in Attachment A, the Town of Bristol Land Use Plan (*see Maps A-1 of this Cooperative Plan*) addresses key land use planning issues which all have a strong influence upon the control of urban "sprawl" in the Town Service Area, the costs associated with the provision of sanitary sewer service, and the continued maintenance of the Town's tax base. These key land use planning issues include:

- The protection of the natural resource base features, environmental corridors, and isolated natural areas of the Town from development infringement.
- The protection of community character.
- The protection of prime agricultural lands in the rural areas of the Town.

- The "compact" development and "infilling" approaches used in Town land use plan preparation.

Much of the population growth called for under the Town of Bristol Land Use Plan is planned to occur in a "compact" development pattern in that area surrounding the unincorporated "village" of Bristol and the unincorporated "hamlet" of Woodworth. The minor "infilling" of other platted areas of the Town can be expected to accommodate other additional growth during the planning period. Under the Town's "infilling" approach, "sprawl" development would not occur.

Significant employment growth is also expected to be concentrated primarily at the STH 50 and IH-94 interchange and at planned "compact" growth nodes at key locations along the IH-94 corridor area on the east side of the Town--including the easternmost portion of the Town Service Area.

The Town of Bristol Land Use Plan promotes a "planned area" form of development to occur at predetermined planned locations along the IH-94 freeway corridor. Under this approach, land uses are grouped, or "clustered," together at planned locations based upon similar land use types and characteristics. Under the Town's "planned area" approach, "sprawl" development would not occur. For instance, those land uses which generate a high amount of vehicular trips (such as retail sales and services) may be clustered together and those which do not (such as offices and light industry) may form another type of land use group or cluster.

These "planned areas" would occur in limited concentrations so as to not adversely impact either the surrounding landscape or the traffic flow characteristics or safety of the supporting road network. The northeastern corner of the Town Service Area would be such a "planned area."

By utilizing the Cooperative Plan, undeveloped land within the City Growth Area and the eastern portions of the Town Service Area will be developed at a higher density and intensity. The high land use intensity level of nonresidential development provided by the Cooperative Plan will result in more compact and efficient development, which will serve to reduce urban sprawl within the City Growth Area and Town Service Area as well as surrounding areas.

Another way the Cooperative Plan addresses urban sprawl is by promoting infill over leap-frog development--within both the City Growth Area and the remainder Town Area. The Cooperative Plan calls for the provision of sanitary sewer and water and promotes development within that area adjacent to the STH 50/IH-94 interchange. The proximity of this interchange will serve to reduce the number of additional vehicular trips to access the development planned for the City Growth Area and that portion of the Town Service Area. It will also result in development at urban densities and intensities in an area which is designated for such development by regionally and locally accepted plans and is located immediately adjacent to existing urban development (City of Kenosha and Village of Pleasant Prairie). In addition, almost one-half of the City Growth Area is located within the City's current sewer service area boundary, where urban development should be directed. Finally, the Cooperative Plan is expected to alleviate some of the pressure to develop areas outside the City Growth Area and the Town Service Area that are not located within the City's sewer service boundary.

BOUNDARY CHANGES AND COOPERATIVE PLAN IMPLEMENTATION

This section describes the time frames, conditions, and scenarios under which boundary

changes may occur over the Cooperative Plan "plan term." According to Section 66.023(6) of the Wisconsin Statutes, this entire section is binding on both the City and the Town and shall have the full force and effect of a contract.

The implementation of a Cooperative Plan is an alternative to annexation as a means to change municipal boundaries. Section 66.023(7)(b) of the Wisconsin Statutes states that "no other procedure for altering a municipality's boundaries may be used to alter a boundary that is included in the cooperative plan." Boundary changes under a Cooperative Plan take place upon the occurrence of dates, events, and conditions specified in the Plan, without having to follow traditional annexation processes under Section 66.021 of the Wisconsin Statutes.

To reflect the difference between annexations under Section 66.021 and boundary changes under Section 66.023, the term "annexation" has been purposely omitted from the text that follows. Instead, the terms "boundary change" and "attachment" are used. A boundary change shall be defined as an alteration in the municipal boundary between the City and Town within the City Growth Area. A boundary change which involves the incorporation of Town lands into the City shall be an attachment.

Framework for Boundary Changes

The boundary changes outlined in this Cooperative Plan reflect the provisions of the "1997 Cooperative Agreement" (see Attachment G) prepared under Section 66.30 of the Wisconsin Statutes for the purpose of establishing permanent boundaries between the City and the Town.

Engineering and Financial Feasibility for Serving the City Growth Area and Portions of the Town Service Area with Sanitary Sewer and Water Service

In addition to the detailed financial feasibility analyses presented in Ruekert & Mielke's A Coordinated Sanitary Sewer and Water Distribution Supply System Plan for the Greater Kenosha Area dated October 1991 (as summarized earlier in this Cooperative Plan), the engineering and financial feasibility of providing sanitary sewer and public water supply service to the City Growth Area and portions of the Town Service Area can also be demonstrated by identifying potential development limitations within the City Growth Area and the Town Service Area. Examples of development limitations include soil suitability, steep slopes, bedrock close to the surface of the ground, wetlands and high groundwater. Wetlands, shorelands, steep slopes, and soils with development limitations will not be impacted by sanitary sewer and public water supply main extensions, since these improvements are not planned in areas immediately adjacent to, or within, Center Creek (see Map F-12 of this Cooperative Plan) or within the existing identified wetland areas (see Map F-11 of this Cooperative Plan). The topography of the City Growth Area is generally gently sloping (see Map F-9 of this Cooperative Plan). These conditions do not hinder the engineering or financial feasibility of the provision of sanitary sewer and public water supply extensions within the City Growth Area or the Town Service Area.

Impacts of Development of the City Growth Area on Participating and Adjacent Municipalities

Planned development within the City Growth Area will reflect the orderly, sequential growth of the City at urban/suburban densities. The provision of City sanitary sewer and water service is technically and financially feasible to be provided to the entire City Growth Area. The City Growth Area is already an integral part of a major employment area and it is close

to other City and County employment areas, retail opportunities, and governmental services within the City.

Based upon plans developed at the regional, County, and local levels of government for the surrounding communities, development within the City Growth Area will be compatible with, and will have minimal negative impacts on, the surrounding communities. Development of the City Growth Area will provide space for residential and commercial development which will be driven by employment growth in Kenosha, northern Lake County, and the southeastern Wisconsin and northeastern Illinois regions as a whole. Specific impacts on the surrounding area are described below:

1. Other Parts of the City: Encouraging development within the City Growth Area will compensate for the City's inability to logically grow to the south due to the incorporation of the Village of Pleasant Prairie and to the north due to a boundary agreement with the Town of Somers.
2. Other Parts of the Town: Encouraging development within the City Growth Area will likely have minimal impact on development pressure in other parts of the Town. The following mechanisms exist to discourage urban sprawl within the rest of the Town:
 - a. The Town of Bristol Land Use Plan will assist in directing the location of urban and suburban development to those areas of the Town already planned to be served by public sanitary sewer service--including the eastern portion of the Town Service Area.
 - b. Local zoning ordinances will regulate the location of development.
 - c. The Kenosha and Bristol sewer service areas will direct most development to areas where urban services are available--including the eastern portion of the Town Service Area.
 - d. The Town and County have subdivision and certified survey map review authority outside the City Growth Area.
 - e. Most proposed residential and nonresidential development will commence at the City municipal limits, will be required to connect and be supplied with municipal services, and will proceed to the west in an orderly manner.
3. Surrounding Communities: Within the surrounding communities, the impacts of boundary changes and development within the City Growth Area will be minimal. All surrounding villages and towns have zoning ordinances and approved comprehensive master plans which will provide for development in an orderly fashion.

PROVISION AND SCHEDULING OF OTHER SERVICES TO THE CITY GROWTH AREA FOLLOWING ATTACHMENT

Public services within the City Growth Area following attachment shall be provided and scheduled as follows:

- a. Police Service: The City will provide police service to those portions of the City Growth Area which are attached to the City immediately following attachment.

- b. Fire/Emergency Service: The City will provide fire and emergency service to those portions of the City Growth Area which are attached to the City immediately following attachment. The Town will provide paid on-call volunteer firefighting and emergency services to those portions of the City Growth Area which are in the Town. The Town and the City participate in the Mutual Aid Box Alarm System Agreement (MABAS) with other municipalities in both Kenosha County and Lake County (Illinois).
- c. Parks/Recreational Services: The City and Kenosha County will provide park and recreational services to those portions of the City Growth Area which are attached to the City immediately following attachment. The Town will provide park and recreational services to those portions of the City Growth Area which are in the Town.
- d. Educational Services: Both Town and City areas within the City Growth Area are to continue to be served by public elementary school service (K-8) provided by the Bristol #1 School District for the south one-half of the City Growth Area and is provided by the Paris J1 School District for the north one-half of the City Growth Area. Public high school service (9-12) provided by the Central/Westosha Union High School District. The Marquette University-Kenosha Center will continue to be located within the City Growth Area. The City Growth Area can continue to be served by the nearby University of Wisconsin-Parkside in the neighboring Town of Somers, Gateway Technical Institute in the City, and Carthage College (private), in the City.
- e. Public Library Services: The City Growth Area will continue to be serviced by the City of Kenosha Library System upon attachment. The Kenosha County Library System will continue to serve those portions of the City Growth Area which are in the Town.

COMPLIANCE WITH APPLICABLE STATE AND FEDERAL LAWS

Physical development within the City Growth Area will be in compliance with applicable State and Federal laws and regulations. Compliance will be achieved in the following manner:

1. Any activity proposed within or adjacent to a wetland will be regulated at the federal level by the U.S. Army Corps of Engineers. The U.S. Army Corps of Engineers will review development proposals in accordance with the Clean Water Act (Section 404) and Rivers and Harbors Act (S-10). At the state level, the Wisconsin Department of Natural Resources will review development proposals in accordance with Navigable Waters Protection (Chapter 30 and 31, Statutes), Shoreland and Wetland Zoning Oversight (Wisconsin State Statute 59.971, 61.351 and 62.231) and Water Quality Certification (Section 401 of the Federal Clean Water Act and NR 103 and NR299) legislation. At the local level, the Kenosha County Shoreland/Floodplain Zoning Ordinance will be used to protect wetlands that are located within the City Growth Area until they are attached to the City, then the City Zoning Ordinance will be used.
2. The Kenosha County General Zoning and Shoreland/Floodplain Zoning Ordinance will be used to protect shorelands and floodplains that are

located adjacent to Center Creek. The use of the County's Shoreland Zoning Ordinance is mandated by Wisconsin State Statutes [Section 59.971 (7)]. Shorelands should not be adversely affected by new development, since a 75 foot setback will generally be required.

3. Based upon information obtained from the Southeastern Wisconsin Regional Planning Commission in October 1998, the City Growth Area is:
 - a. Located within a non-attainment area for ozone.
 - b. Not located within a secondary non-attainment area for particulate matter.
4. There are no endangered species in the City Growth Area.
5. Sanitary sewer and public water supply will be extended in accordance with State of Wisconsin, Department of Natural Resources regulations. The regional water quality management plan and sanitary sewer service area delineations have recently been amended for the City Growth Area as described earlier in this Cooperative Plan.

RELATIONSHIP OF COOPERATIVE PLAN TO REMAINING TOWN LANDS

As indicated throughout this Cooperative Plan, the Cooperative Plan takes into account the existing relationship of the City Growth Area and the Town Service Area with surrounding municipalities and--through the reliance on existing regional, County, and local plans, codes, and ordinances--attempts to minimize negative impacts to the Town and surrounding municipalities. One of the objectives of the Cooperative Plan is to adjust existing irregular, unplanned municipal boundaries. The Cooperative Plan results in logical, harmonious City and Town boundaries that best promote public health, safety, order, convenience, prosperity and general welfare, as well as efficiency and economy of development.

CONSISTENCY WITH APPLICABLE LAWS AND ADMINISTRATIVE RULES

The boundary changes described in this Cooperative Plan are consistent with all known State and Federal laws and administrative rules.

ATTACHMENT "M"

INITIAL AUTHORIZING RESOLUTIONS

Attached:

1. Copy of the City of Kenosha initial authorizing resolution for the preparation of a Cooperative Plan.
2. Copy of the Town of Bristol initial authorizing resolution for the preparation of a Cooperative Plan.

CITY OF KENOSHA
625 - 52nd Street, Room 105
Kenosha, Wisconsin 53140-3480
Phone (414) 653-4020
Fax (414) 653-4254



Jean A. Morgan
City Clerk - Treasurer

Debra L. Gentz
Deputy City Clerk - Treasurer

December 18, 1996

RE: RESOLUTION TO AUTHORIZE THE MAYOR AND CITY ADMINISTRATOR, WITH THE ASSISTANCE OF SUCH CITY AND WATER UTILITY STAFF AS MAY BE NECESSARY, PURSUANT TO §66.023, WISCONSIN STATUTES, TO PARTICIPATE WITH THE VILLAGE OF PLEASANT PRAIRIE AND THE TOWN OF BRISTOL IN THE PREPARATION OF A COOPERATION PLAN, UNDER THE GUIDANCE OF THE KENOSHA COMMON COUNCIL AND CITY PLAN COMMISSION

Please take notice that on the 16th day of December, 1996, the Common Council of the City of Kenosha, Wisconsin adopted the above Resolution, copy attached.

This notice is required to be sent to you under the authority of §66.023, Wisconsin Statutes. No action on your part is required at this time. Should the parties specified in the Resolution agree to enter into a Cooperative Plan which would include a boundary adjustment, you will have an opportunity to submit oral comments at a noticed public hearing and/or provide written comments.

Respectfully yours,


Jean A. Morgan
City Clerk

enclosure

Ms. Jean Morgan, Clerk
City of Kenosha
625-52nd Street
Kenosha, WI 53140

Mrs. Lisa Stella-Bartholomew, Clerk
Kenosha Unified School District No. 1
8314-104th Avenue
Kenosha, WI 53142

Mr. George Melcher, Director
Kenosha County Planning & Devel
1900-75th Street
Bristol, WI 53104

Jane M. Romanowski, Clerk
Village of Pleasant Prairie
9915-39th Avenue
P.O. Box 905
Pleasant Prairie, WI 53158-0905

Ms. Barbara Brenner, Clerk
Central High School
District of Westosha
7730-242nd Avenue
Salem, WI 53168

Ms. Jeannine Lindstrom, Clerk
Bristol School District #1
19200-128th Street
Bristol, WI 53104

Ms. Jean M. Werbie
Community Development Director
Village of Pleasant Prairie
9915-39th Avenue
P.O. Box 905
Pleasant Prairie, WI 53158-0905

Ms. Sharon Kerkman, Clerk
Village of Silver Lake
113 S. First Street
Box 57
Silver Lake, WI 53170

Ms. Catherine Krueger, Clerk
Salem Consolidated Grade School
District #2
6800-243rd Avenue
Paddock Lake, Salem, WI 53168

Wilmot Union High School District
Attention: Clerk
11112-308th Avenue
Wilmot, WI 53192-0008

Mrs. Marcie Maniowe, Clerk
Riverview Joint School District #1
P.O. Box 909
Silver Lake, WI 53170

Mr. Royce Kennedy
Building Inspector
Silver Lake Village Hall
113 S. First Street, Box 57
Silver Lake, WI 53170

Ms. Doris Raditz, Clerk
Village of Paddock Lake
6969-236th Avenue
Paddock Lake, Salem, WI 53168

Tim Popanda
Building Inspector
Village of Paddock Lake
6969-236th Avenue
Paddock Lake, Salem, WI 53168

Ms. Emily Uhlenhake, Clerk
Town of Brighton
1190-248th Avenue
Kansasville, WI 53139

Ms. Marjorie A. Martin, Clerk
Union Grove High School District
4822-57th Drive
Sturtevant, WI 53177

Ms. Debra A. Lois, Clerk
Wheatland Center School
Joint District #1
7601-368th Avenue
Burlington, WI 53105

Ms. Jan Crane, Clerk
Brighton Elementary School
District
1200-248th Avenue
Kansasville, WI 53139

Ms. Antonette Seitz, Clerk
Town of Salem
9814 Antioch Road, Hwy. 83
P.O. Box 443
Salem, WI 53139

Wilmot Grade School District
Allen Prange, Clerk
Box 25
Wilmot, WI 53192

Trevor State Grade School
District #7
Mr. Lynn Jaeger, Clerk
12725-257th Avenue
Trevor, WI 53179

Kay Goergen, Somers Town Clerk
P.O. Box 197
Somers, WI 53171

Dave Holtze
Somers Utility District #1
P.O. Box 197
Somers, WI 53171

Orlando Infusino, Paris Town Clerk
19514-60th Street
Bristol, WI 53104

Union Grove Grade and
Middle School
Joint School District #1
Randall Johnson, Clerk
611-12th Avenue
Union Grove, WI 53182

Central High School
District of Westosha
Gerald C. Sorensen, District
24617-75th Street
Salem, WI 53168

Gloria Bailey
P.O. Box 187
Bristol, WI 53104

Mr. James Klauser, Secretary
Department of Administration
State of Wisconsin
P.O. Box 7864
Madison, WI 53707-7864

Paris Consolidated School District,
Joint #1
Gail Burgess, Clerk
1901-176th Avenue
Kenosha, WI 53144

Town of Bristol
Rick Czopp
P.O. Box 187
Bristol, WI 53104

Mr. Alan Tracy, Secretary
Department of Agriculture
Trade & Consumer Protection
State of Wisconsin
P.O. Box 8911
Madison, WI 53708-8911

Mr. George E. Meyer, Secretary
Department of Natural Resources
State of Wisconsin
P.O. Box 7921
Madison, WI 53707-7921

Mr. Charles H. Thompson, Secretary
Department of Transportation
State of Wisconsin
P.O. Box 7910
Madison, WI 53707-0910

Ms. Ruth R. Gedwardt, Secretary
Gateway Technical College
521-6th Street
Racine, WI 53403

Mr. David B. Falstad, Chairman
Southeastern Wisconsin Regional
Planning Commission
916 N. East Avenue
P.O. Box 1607
Waukesha, WI 53187-1607

Ms. Nancy Principe, Clerk
Kenosha County
1010-56th Street
Kenosha, WI 53140

Randy Kerkman
P.O. Box 187
Bristol, WI 53104

Ms. Joan Rennert, Clerk
Racine County
730 Wisconsin Avenue
Racine, WI 53403

Mr. Arnold Clement
Racine County
Planning & Development Director
14200 Washington Avenue
Sturtevant, WI 53177

Racine Unified School District
Ms. Stella Young, Clerk
2220 Northwestern Avenue
Racine, WI 53404

Ms. Barbara Pauls, Clerk
Village of Sturtevant
2801-89th Street
Sturtevant, WI 53177

Ms. Joanne Kovac, Clerk/Treasurer
Town of Mount Pleasant
6126 Durand Avenue
Racine, WI 53406

Mr. Bob Pucely
Utility Manager
Mount Pleasant Sewer Utility
6126 Durand Avenue
Racine, WI 53406

Ms. Karen Norton, Clerk
City of Racine
730 Washington Avenue
Racine, WI 53403

Mr. Thomas H. White, General Mgr.
Water and Wastewater Utility
City of Racine
City Hall Annex
830 Center Street
Racine, WI 53403

Mr. Bobbie Krug, Clerk
Village of Elmwood Park
3352 N. Elmwood Drive
Racine, WI 53405

Mr. William J. McCoshen, Secretary
Department of Commerce
State of Wisconsin
P.O. Box 7970
Madison, WI 53707-7970

Mr. George Hall
Municipal Boundary Review
P.O. Box 8933
Madison, WI 53708

O.Fred Nelson
Kenosha Water Utility
812-56th Street
Kenosha, WI 53140

RESOLUTION NO. 179-96

BY: THE MAYOR

TO AUTHORIZE THE MAYOR AND CITY ADMINISTRATOR, WITH THE ASSISTANCE OF SUCH CITY AND WATER UTILITY STAFF AS MAY BE NECESSARY, PURSUANT TO §66.023, WISCONSIN STATUTES, TO PARTICIPATE WITH THE VILLAGE OF PLEASANT PRAIRIE AND THE TOWN OF BRISTOL IN THE PREPARATION OF A COOPERATION PLAN, UNDER THE GUIDANCE OF THE KENOSHA COMMON COUNCIL AND CITY PLAN COMMISSION

WHEREAS, §66.023, Wisconsin Statutes, authorizes municipalities to set the boundary lines between/among themselves upon adopting and having approved by the Wisconsin Department of Administration, a Cooperative Plan in accordance with statutory procedures and requirements; and,

WHEREAS, the Cooperative Plan shall be made with the general purpose of guiding and accomplishing a coordinated, adjusted and harmonious development of the territory covered by the plan which will, in accordance with existing and future needs, best promote public health, safety, morals, order, convenience, prosperity or the general welfare, as well as efficiency and economy in the process of development; and,

WHEREAS, cooperative planning is in the best interest of the participating municipalities.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that the Mayor and City Administrator, with the assistance of such City and Water Utility staff as may be necessary, are authorized pursuant to Section

66.023, Wisconsin Statutes, to participate with the Village of Pleasant Prairie and the Town of Bristol in the preparation of a Cooperative Plan, under the guidance of the Kenosha Common Council and City Plan Commission.

BE IT FURTHER RESOLVED that notice of this Resolution shall be given, in writing, by the City Clerk, within five (5) days after its adoption, to the parties specified in Section 66.023(1)(a), Wisconsin Statutes.

Adopted this 16th day of December, 1996.

ATTEST: *Jean A. Morgan* City Clerk

Jean A. Morgan

APPROVED: *John M. Antaramian* Mayor

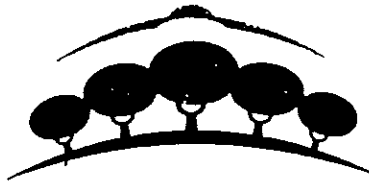
John M. Antaramian

Date: 12-17-96

Drafted By:
JAMES W. CONWAY,
City Attorney

THIS IS TO CERTIFY THAT THIS IS A TRUE AND EXACT COPY OF RESOLUTION #179-96, THE ORIGINAL WHICH IS KEPT ON FILE IN THE OFFICE OF THE CITY CLERK, TREASURER OF THE CITY OF KENOSHIA.

Jean A. Morgan
Jean A. Morgan, City Clerk



The Town of
BRISTOL
NATURALLY

December 19, 1996

**RESOLUTION AUTHORIZING PARTICIPATION
IN A COOPERATIVE PLAN UNDER SECTION 66.023 OF
THE WISCONSIN STATUTES**

Please take notice that on the 16th day of December, 1996, the Bristol Town Board of Bristol, Wisconsin adopted the above Resolution, copy attached.

This notice is required to be sent to you under the authority of 66.023, Wisconsin Statutes. No action on your part is required at this time. Should the parties specified in the Resolution agree to enter into a Cooperative Plan which would include a boundary adjustment, you will have an opportunity to submit oral comments at a notified public hearing and/or provide written comments.

Respectfully yours,

Gloria L. Bailey, Clerk/Treasurer
Town of Bristol

RESOLUTION NO. 96- 21
RESOLUTION AUTHORIZING PARTICIPATION
IN A COOPERATIVE PLAN UNDER SECTION 66.023 OF
THE WISCONSIN STATUTES

The Board of Supervisors of the Town of Bristol, Kenosha County, Wisconsin do hereby ordain as follows:

WHEREAS, the Town of Bristol through its authorized representatives having reached a tentative agreement with the City of Kenosha and the Village of Pleasant Prairie concerning certain attachments and detachments of territory, joint planning and joint development;

WHEREAS, Section 66.023 of the Wisconsin Statutes authorizes municipalities to set the boundaries between and among themselves upon adopting and having approved by the Wisconsin Department of Commerce, a cooperative plan in accordance with the procedures and requirements set forth in said Section 66.023; and

WHEREAS, the cooperative plan should be made with the general purpose of guiding and accomplishing a coordinated, adjusted and harmonious development of the territory covered by the plan which will, in accordance with existing and future needs, best promote public health, safety, morals, order, convenience, prosperity for the general welfare, as well as the efficiency and economy in the process of development; and

WHEREAS, cooperative planning and establishment of permanent boundaries is in the best interests of the participating municipalities and the purpose of this resolution is to authorize a special committee to participate with consenting municipalities in cooperative planning;

NOW, THEREFORE, BE IT RESOLVED, that the Board of the Town of Bristol be authorized to participate, pursuant to Wisconsin Statutes Section 66.023 with the City of Kenosha and the Village of Pleasant Prairie and such other neighboring and contiguous municipalities as qualify for participation under Wisconsin Statutes Section 66.023 in the preparation of a cooperative plan determining permanent boundaries and preserving town boundaries which are mutually agreeable to the municipalities participating in the cooperative plan;

BE IT FURTHER RESOLVED, that the Town Board be and hereby is authorized to retain and appoint such agents, including without limitation, engineers, financial consultants, planners and attorneys, as is necessary, to advise the Town Board and represent the Town's interests in the preparation of the cooperative plan;

BE IT FURTHER RESOLVED, that notice of this Resolution shall be given, in writing, by the Clerk of the Town of Bristol, within five (5) days after its adoption to the parties identified in Wisconsin Statutes Section 66.023 (4) (a).

BE IT FURTHER RESOLVED, that the Town Board be and hereby is authorized to enter into agreements with the City of Kenosha and the Village of Pleasant Prairie for the purpose of binding said municipalities to the agreements pending final approval of the Cooperative Plan by the Wisconsin Department of Commerce.

The above and foregoing Resolutions were duly adopted by roll call vote at a called and noticed meeting of the Board of the Town of Bristol on December 16, 1996.

APPROVED:

By: 
Donald Wienke, Town Chairman

Attest: 
Gloria Bailey

Vote:

Ayes: 4

Nocs: 0

Adopted: Dec. 16, 1996

ATTACHMENT "N"

ATTEST BY AFFIDAVIT

Attached.

Copy of "Attest by Affidavit" that authorizing resolutions for the preparation of a Cooperative Plan were sent to:

- a. The Department of Commerce, Department of Natural Resources (DNR), Department of Agriculture, Trade, and Consumer Protection (DATCP), and Department of Transportation (DOT).
- b. The clerks of any municipality, school district, vocational technical and adult education district, sewer or sanitary district which has any part of its territory within 5 miles of a participating municipality.
- c. The clerk of each county in which a participating municipality is located.
- d. And, any county zoning agency or regional planning commission whose jurisdiction includes a participating municipality.

AFFIDAVIT

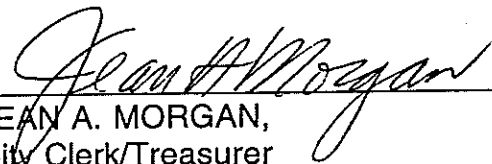
Jean A. Morgan, under oath, does state that:

1. She is the City Clerk/Treasurer of the City of Kenosha, Wisconsin, and has held that position at all times relevant.

2. That Resolution No. 179-96, "To Authorize The Mayor And City Administrator, With The Assistance Of Such City And Water Utility Staff As May Be Necessary, Pursuant to §66.023, Wisconsin Statutes, To Participate With The Village Of Pleasant Prairie And The Town Of Bristol In The Preparation Of A Cooperation Plan, Under The Guidance Of The Kenosha Common Council And City Plan Commission", copy attached (Attachment "A"), is a true and correct copy of said Resolution duly adopted at a properly convened meeting of the Common Council on November 16, 1996.

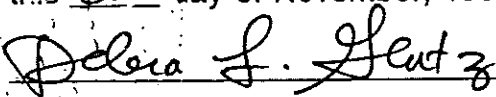
3. That on or about December 18, 1998, she caused to be mailed a copy of said Resolution per the distribution list contained in Attachment "B". A copy of the cover letter is found in Attachment "C".

Dated at Kenosha, Wisconsin, this 30th day of November, 1998.



JEAN A. MORGAN,
City Clerk/Treasurer

Subscribed and sworn to before me
this 20th day of November, 1998.



Notary Public, Kenosha County, WI.

My Commission is/expires: 5-23-99

RESOLUTION NO. 179-96

BY: THE MAYOR

TO AUTHORIZE THE MAYOR AND CITY ADMINISTRATOR, WITH THE ASSISTANCE OF SUCH CITY AND WATER UTILITY STAFF AS MAY BE NECESSARY, PURSUANT TO §66.023, WISCONSIN STATUTES, TO PARTICIPATE WITH THE VILLAGE OF PLEASANT PRAIRIE AND THE TOWN OF BRISTOL IN THE PREPARATION OF A COOPERATION PLAN, UNDER THE GUIDANCE OF THE KENOSHA COMMON COUNCIL AND CITY PLAN COMMISSION

WHEREAS, §66.023, Wisconsin Statutes, authorizes municipalities to set the boundary lines between/among themselves upon adopting and having approved by the Wisconsin Department of Administration, a Cooperative Plan in accordance with statutory procedures and requirements; and,

WHEREAS, the Cooperative Plan shall be made with the general purpose of guiding and accomplishing a coordinated, adjusted and harmonious development of the territory covered by the plan which will, in accordance with existing and future needs, best promote public health, safety, morals, order, convenience, prosperity or the general welfare, as well as efficiency and economy in the process of development; and,

WHEREAS, cooperative planning is in the best interest of the participating municipalities.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that the Mayor and City Administrator, with the assistance of such City and Water Utility staff as may be necessary, are authorized pursuant to Section

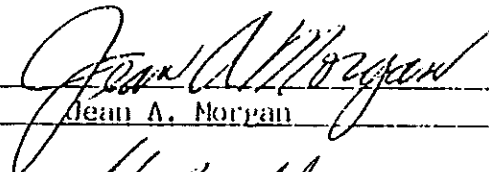
ATTACHMENT
" A "

66.023, Wisconsin Statutes, to participate with the Village of Pleasant Prairie and the Town of Bristol in the preparation of a Cooperative Plan, under the guidance of the Kenosha Common Council and City Plan Commission.

BE IT FURTHER RESOLVED that notice of this Resolution shall be given, in writing, by the City Clerk, within five (5) days after its adoption, to the parties specified in Section 66.023(4)(a), Wisconsin Statutes.

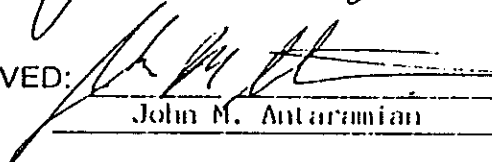
Adopted this 16th day of December, 1996.

ATTEST:



Jean A. Morgan City Clerk

APPROVED:

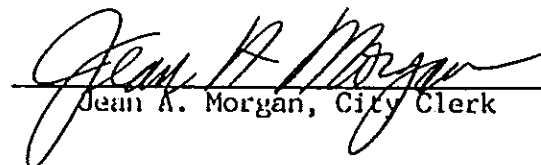


John M. Antaramian Mayor

Date: 12-17-96

Drafted By:
JAMES W. CONWAY,
City Attorney

THIS IS TO CERTIFY THAT THIS IS A TRUE AND EXACT COPY OF RESOLUTION #179-96, THE ORIGINAL WHICH IS KEPT ON FILE IN THE OFFICE OF THE CITY CLERK, TREASURER OF THE CITY OF KENOSHA.



Jean A. Morgan, City Clerk

Ms. Jean Morgan, Clerk
City of Kenosha
625-52nd Street
Kenosha, WI 53140

Mrs. Lisa Stella-Bartholomew, Clerk
Kenosha Unified School District No. 1
8314-104th Avenue
Kenosha, WI 53142

Mr. George Melcher, Director
Kenosha County Planning & Devel
19600-75th Street
Bristol, WI 53104

Jane M. Romanowski, Clerk
Village of Pleasant Prairie
9915-39th Avenue
P.O. Box 905
Pleasant Prairie, WI 53158-0905

Ms. Barbara Brenner, Clerk
Central High School
District of Westosha
7730-242nd Avenue
Salem, WI 53168

Ms. Jeanine Lindstrom, Clerk
Bristol School District #1
19200-128th Street
Bristol, WI 53104

Ms. Jean M. Werbie
Community Development Director
Village of Pleasant Prairie
9915-39th Avenue
P.O. Box 905
Pleasant Prairie, WI 53158-0905

Ms. Sharon Kerkman, Clerk
Village of Silver Lake
113 S. First Street
Box 57
Silver Lake, WI 53170

Ms. Catherine Krueger, Clerk
Salem Consolidated Grade School
District #2
6800-243rd Avenue
Paddock Lake, Salem, WI 53168

Wilmot Union High School District
Attention: Clerk
11112-308th Avenue
Wilmot, WI 53192-0008

Mrs. Marcie Maniove, Clerk
Riverview Joint School District #1
P.O. Box 909
Silver Lake, WI 53170

Mr. Royce Kennedy
Building Inspector
Silver Lake Village Hall
113 S. First Street, Box 57
Silver Lake, WI 53170

Ms. Doris Raditz, Clerk
Village of Paddock Lake
6969-236th Avenue
Paddock Lake, Salem, WI 53168

Tim Popanda
Building Inspector
Village of Paddock Lake
6969-236th Avenue
Paddock Lake, Salem, WI 53168

Ms. Emily Uhlenhake, Clerk
Town of Brighton
1196-248th Avenue
Kansasville, WI 53139

Ms. Marjorie A. Martin, Clerk
Union Grove High School District
4822-57th Drive
Sturtevant, WI 53177

Ms. Debra A. Lois, Clerk
Wheatland Center School
Joint District #1
7601-368th Avenue
Burlington, WI 53105

Ms. Jan Crane, Clerk
Brighton Elementary School
District
1200-248th Avenue
Kansasville, WI 53139

Ms. Antonette Seitz, Clerk
Town of Salem
9814 Antioch Road, Hwy. 83
P.O. Box 443
Salem, WI 53139

Wilmot Grade School District
Allen Prange, Clerk
Box 25
Wilmot, WI 53192

Trevor State Grade School
District #7
Mr. Lynn Jaeger, Clerk
12725-257th Avenue
Trevor, WI 53179

Kay Guergen, Somers Town Clerk
P.O. Box 197
Somers, WI 53171

Dave Holtze
Somers Utility District #1
P.O. Box 197
Somers, WI 53171

Orlando Infusino, Paris Town Clerk
19514-60th Street
Bristol, WI 53104

ATTACHMENT
" B "

Union Grove Grade and
Middle School
Joint School District #1
Randall Johnson, Clerk
611-12th Avenue
Union Grove, WI 53182

Central High School
District of Westosha
Gerald C. Sorensen, District
24617-75th Street
Salem, WI 53168

Gloria Bailey
P.O. Box 187
Bristol, WI 53104

Mr. James Klauser, Secretary
Department of Administration
State of Wisconsin
P.O. Box 7864
Madison, WI 53707-7864

Paris Consolidated School District,
Joint #1
Gail Burgess, Clerk
1901-176th Avenue
Kenosha, WI 53144

Town of Bristol
Rick Czopp
P.O. Box 187
Bristol, WI 53104

Mr. Alan Tracy, Secretary
Department of Agriculture
Trade & Consumer Protection
State of Wisconsin
P.O. Box 8911
Madison, WI 53708-8911

Mr. George E. Meyer, Secretary
Department of Natural Resources
State of Wisconsin
P.O. Box 7921
Madison, WI 53707-7921

Mr. Charles H. Thompson, Secretary
Department of Transportation
State of Wisconsin
P.O. Box 7910
Madison, WI 53707-0910

Ms. Ruth R. Gedwardt, Secretary
Gateway Technical College
521-6th Street
Racine, WI 53403

Mr. David B. Falstad, Chairman
Southeastern Wisconsin Regional
Planning Commission
916 N. East Avenue
P.O. Box 1607
Waukesha, WI 53187-1607

Ms. Nancy Principe, Clerk
Kenosha County
1010-56th Street
Kenosha, WI 53140

Randy Kerkman
P.O. Box 187
Bristol, WI 53104

Ms. Joan Rennert, Clerk
Racine County
730 Wisconsin Avenue
Racine, WI 53403

Mr. Arnold Clement
Racine County
Planning & Development Director
14200 Washington Avenue
Sturtevant, WI 53177

Racine Unified School District
Ms. Stella Young, Clerk
2220 Northwestern Avenue
Racine, WI 53404

Ms. Barbara Pauls, Clerk
Village of Sturtevant
2801-89th Street
Sturtevant, WI 53177

Ms. Joanne Kovac, Clerk/Treasurer
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Racine, WI 53406

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Utility Manager
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Ms. Karen Norton, Clerk
City of Racine
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Water and Wastewater Utility
City of Racine
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Racine, WI 53403

Mr. Bobbie Krug, Clerk
Village of Elmwood Park
3352 N. Elmwood Drive
Racine, WI 53405

Mr. William J. McCoshen, Secretary
Department of Commerce
State of Wisconsin
P.O. Box 7970
Madison WI 53707-7970

Mr. George Hall
Municipal Boundary Review
P.O. Box 8933
Madison, WI 53708

O.Fred Nelson
Kenosha Water Utility
812-56th Street
Kenosha, WI 53140

NOV-25-98 11:57 From:MICHAEL BEST & FRIEDRICH

6082832275

T-818 P 02/04 Job-568

DRAFT

AFFIDAVIT OF MARJORIE A. SCHMIDT

COUNTY OF KENOSHA)
) ss.
STATE OF WISCONSIN)

The undersigned, Marjorie A. Schmidt, being duly sworn and under oath hereby deposes and states that:

1. She is the Clerk of the Town of Bristol, Kenosha County, Wisconsin, and has held that position since April 7, 1997.

2. In my duties as Clerk, I am the custodian of the official records of the Town of Bristol, Kenosha County, Wisconsin.

3. Resolution Number 96-21, Resolution Authorizing Participation in a Cooperative Plan under §66.023 of the Wisconsin Statutes, a copy of which is attached hereto as Exhibit A, was duly enacted by the Board of Supervisors of the Town of Bristol on December 16, 1996.

4. That the aforesaid Resolution was mailed by first class to the municipalities and individuals set forth on Exhibit B, attached hereto within five (5) days of December 21, 1996.

Dated this 24th day of November, 1998.

Marjorie A. Schmidt
Marjorie A. Schmidt

Subscribed and sworn to before me
this 24th day of November 1998.

Paulene R. Orsini
Notary Public, State of Wisconsin
My commission: Expires 1/21/2001.

RESOLUTION NO. 96- 21
RESOLUTION AUTHORIZING PARTICIPATION
IN A COOPERATIVE PLAN UNDER SECTION 66.023 OF
THE WISCONSIN STATUTES

The Board of Supervisors of the Town of Bristol, Kenosha County, Wisconsin do hereby ordain as follows:

WHEREAS, the Town of Bristol through its authorized representatives having reached a tentative agreement with the City of Kenosha and the Village of Pleasant Prairie concerning certain attachments and detachments of territory, joint planning and joint development;

WHEREAS, Section 66.023 of the Wisconsin Statutes authorizes municipalities to set the boundaries between and among themselves upon adopting and having approved by the Wisconsin Department of Commerce, a cooperative plan in accordance with the procedures and requirements set forth in said Section 66.023; and

WHEREAS, the cooperative plan should be made with the general purpose of guiding and accomplishing a coordinated, adjusted and harmonious development of the territory covered by the plan which will, in accordance with existing and future needs, best promote public health, safety, morals, order, convenience, prosperity for the general welfare, as well as the efficiency and economy in the process of development; and

WHEREAS, cooperative planning and establishment of permanent boundaries is in the best interests of the participating municipalities and the purpose of this resolution is to authorize a special committee to participate with consenting municipalities in cooperative planning;

NOW, THEREFORE, BE IT RESOLVED, that the Board of the Town of Bristol be authorized to participate, pursuant to Wisconsin Statutes Section 66.023 with the City of Kenosha and the Village of Pleasant Prairie and such other neighboring and contiguous municipalities as qualify for participation under Wisconsin Statutes Section 66.023 in the preparation of a cooperative plan determining permanent boundaries and preserving town boundaries which are mutually agreeable to the municipalities participating in the cooperative plan;

BE IT FURTHER RESOLVED, that the Town Board be and hereby is authorized to retain and appoint such agents, including without limitation, engineers, financial consultants, planners and attorneys, as is necessary, to advise the Town Board and represent the Town's interests in the preparation of the cooperative plan;

BE IT FURTHER RESOLVED, that notice of this Resolution shall be given, in writing, by the Clerk of the Town of Bristol, within five (5) days after its adoption to the parties identified in Wisconsin Statutes Section 66.023 (4) (a).

BE IT FURTHER RESOLVED, that the Town Board be and hereby is authorized to enter into agreements with the City of Kenosha and the Village of Pleasant Prairie for the purpose of binding said municipalities to the agreements pending final approval of the Cooperative Plan by the Wisconsin Department of Commerce.

The above and foregoing Resolutions were duly adopted by roll call vote at a called and noticed meeting of the Board of the Town of Bristol on December 16, 1996.

APPROVED:

By: Donald Wienke
Donald Wienke, Town Chairman

Attest: Gloria Bailey
Gloria Bailey

Vote:

Ayes: 4

Noes: 0

Adopted: Dec. 16, 1996

Ms. Jean Morgan, Clerk
City of Kenosha
625-52nd Street
Kenosha, WI 53140

Jane M. Romanowski, Clerk
Village of Pleasant Prairie
9915-39th Avenue
P.O. Box 905
Pleasant Prairie, WI 53158-0905

Ms. Jean M. Werbie
Community Development Director
Village of Pleasant Prairie
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Pleasant Prairie, WI 53158-0905

Wilmot Union High School
District
Attention: Clerk
11112-308th Avenue
Wilmot, WI 53192-0008

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Paddock Lake, Salem, WI 53168

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Paris Town Clerk
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Bristol, WI 53104

Town of Bristol
Rick Czopp
P.O. Box 187
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Mr. Charles H. Thompson,
Secretary
Department of Transportation
State of Wisconsin
P.O. Box 7910
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Racine County
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Ms. Joanne Kovac,
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Mr. Thomas H. White,
General Mgr.
Water and Wastewater Utility
City of Racine
City Hall Annex
830 Center Street
Racine, WI 53403

Mr. George Hall
Municipal Boundary Review
P.O. Box 8933
Madison, WI 53708

TOWN OF BRISTOL
Regular Town Board Meeting
May 22, 2000

The notice for the regular semi-monthly meeting of the Bristol Town Board had been posted at the Municipal Building, Bristol Post Office, Bank One, Benson's Corners, Woodworth Post Office and the Red School Café on May 19, 2000. The agenda was faxed to the Kenosha News and Westosha Report on that date.

1. The regular semi-monthly meeting of the Bristol Town Board was called to order at 6:58 P.M. by Chairman Davidson. In attendance at the meeting were Supervisors Owens, Miller, Molgaard, Eide, Clerk/Treasurer Klemko, Administrator Czopp, and seventeen constituents.
2. The chair led in the pledge of allegiance to the flag.
3. Approval of Agenda: A motion was made by Supervisor Eide to approve the agenda and was seconded by Supervisor Molgaard. The motion was carried unanimously.
4. Approval of the minutes of May 22, 2000. A motion was made by Supervisor Molgaard to approve the minutes and was seconded by Supervisor Miller. The motion was carried unanimously.
5. Treasurer's Report: Treasurer Klemko read her report showing \$379,196.30 as the total checking account balance. A motion was made by Supervisor Miller and was seconded by Supervisor Molgaard. The motion was carried unanimously.
6. Approval of Bills: A motion was made by Supervisor Miller to approve the bills and was seconded by Supervisor Owens. The motion was carried unanimously.
7. Citizen's Comments: Phydele Hancock questioned her last quarter's water bill stating that at that time she had two meters and was wondering which one was read. Chairman Davidson stated that she would have Kathie send a printout of the meter readings beginning to end for both meters.
Donald Biehn stated that he is concerned with the storm water drainage concerning a proposed 4 home development plan next to his home. He also stated that he would be going before the Plan Commission with these concerns on May 23, 2000.
Carol Nichols a Progress Days Committee member questioned whether the snowfence and bases would be removed from the new ball diamond in time for Progress Days as they present a hazard to people walking in the area and would be in the way of the tent. DPW Randy Kerkman stated that they would be removed in time for the event. She also asked if the telephone poles around the playground area could be painted orange as people could easily trip over them, especially at night.

8. Chairperson's Comments: None
9. Supervisor's Comments: Supervisor Owens stated that the Plan Commission would really scrutinize the potential problems Mr. Biehn brought forth at tonight's meeting Supervisor Miller stated that he will look into all the requests of the Progress Days Committee and see that they are taken care of.
10. Administrator's Report: None
11. Department Reports:
 - a. DPW Director Randy Kerkman presented his monthly report.
 - b. Chief Pete Parker presented his monthly report.
 - c. A motion was made by Supervisor Miller and was seconded by Supervisor Eide to approve the request of Chief Parker to hire five new POC Firefighter/EMT. They are as follows: Thomas Chevette, Erin Wiley, Jeff Sorrentino, David Yakowenko and Jamie Drissel. The motion was carried unanimously.
12. Planning Commission Recommendations:
 - a. A motion was made by Supervisor Eide and was seconded by Supervisor Miller to adopt the final version of the Kenosha/Bristol Cooperative Plan 66.023, WI Statutes, after the Town's attorney William White gave a brief overview of what the plan includes. The motion was carried unanimously.
13. New Business:
 - a. A motion was made by Supervisor Owens and was seconded by Supervisor Molgaard to consider the Town Policy Regarding Rezoning of A-1 District Rural Land. The motion was carried unanimously. Pat Meehan the Town's Planner was present to explain the proposed policy. Supervisor Molgaard stated that the A-1 Landowners should be notified of the changes before they are adopted. Supervisor Owens stated that the A-1 landowners should be giving more input to the Town Board and Plan Commission on this policy. The policy will now go to the Plan Commission for their recommendations.
 - b. A motion was made by Supervisor Miller and was seconded by Supervisor Owens to approve the operator's licenses for Johnathon Gust, Eugene Wagner, JoAnn Wagner and Melissa Sosnoski pending Sheriff's Department records check. The motion was carried unanimously.
 - c. A motion was made by Supervisor Miller and was seconded by Supervisor Eide to approve the amusement license application for America's Action Territory. The motion was carried unanimously.
 - d. A motion was made by Supervisor Eide and was seconded by Supervisor Owens to table the request of a Salvage license for Island Motors. The motion was carried unanimously.
 - e. A motion was made by Supervisor Eide and was seconded by Supervisor Miller to approve the Commercial Development Plan Contract not to exceed \$3800.00 with the Planning and Design Institute. The motion was carried unanimously.
 - f. A motion was made by Supervisor Miller and was seconded by Supervisor Owens

to approve the Temporary "Class B" Retailer's License for the Bristol Fireman's Association. The motion was carried unanimously.

14. Unfinished Business: None

15. Communications and Announcements: Chairman Davidson announced that the Town Hall will be closed on May 29, 2000 in observance of Memorial Day. She also announced that she has received a copy of the Pheasant Run Landfill Inspection for anyone to view.

16. Adjournment: The meeting was adjourned at 8:12 p.m.

Respectfully submitted,

Amy E. Klemko, Clerk/Treasurer

**TOWN OF BRISTOL
PLAN COMMISSION
MAY 22, 2000
SPECIAL MEETING
MEETING MINUTES**

The special meeting was called to order by Chairman Boldt at 6:30 PM. Commission members in attendance were Gene Anderson, Scott Davis, Jim Eckhart, Carolyn Owens, and John Boldt. Town Planner Pat Meehan and Town Chairperson Shirley Davidson were also present.

Item No. 2 – Approval of City of Kenosha/Town of Bristol Cooperative Plan under Section 66.023, Wisconsin Statutes.

Item was approved on an Eckhart, Davis motion. 4-0.

Meeting adjourned at 6:45 P.M. on a Eckhart, Davis motion.

Minutes Submitted by John Boldt.

unanimously.

86. It was moved by Alderman Bradley, seconded by Alderman Butler to approve City of Kenosha/Town of Bristol Cooperative Plan under Section 66.023 Wisconsin Statutes.

On roll call vote, motion carried (16-1) with Alderman Polzin voting nay.

87. It was moved by Alderman Casey, seconded by Alderman G. Ruffolo to approve agreement for engineering services with HNTB to develop and implement Stormwater Management Plan - Phase I.
On roll call vote, motion carried unanimously.

RECOMMENDATIONS
FROM THE COMMITTEE ON
FINANCE

It was moved by Alderman Casey, seconded by Alderman G. Ruffolo to:

88. Receive and file KABA Quarterly Reports for the period ending March 31, 2000:

- a. KABA/City RLF Program
- b. Landmark Loan Fund
- c. UDAG Loan Fund

89. Approve Change Order #1 for Project 00-1012, Resurfacing Phase I to Cecchini Asphalt Paving, Inc. in the amount of \$19,977.83 for a new contract amount of \$153,163.33.

90. Approve Disbursement Record #10 - \$14,326,813.90.

On roll call vote, motion carried unanimously.

ADJOURNMENT

There being no further business to come before the Common Council, it was moved by Alderman Bosman, seconded by Alderman Ruff to adjourn at 9:34 p.m.
Motion carried unanimously.

Approved:
JOHN M. ANTARAMIAN
Mayor

Attest:
JEAN A. MORGAN
City Clerk

ATTACHMENT "O"

RESOLUTIONS INDICATING ADOPTION AND AUTHORIZING TRANSMITTAL OF THE COOPERATIVE PLAN TO THE STATE

To be attached.

Copies of resolutions indicating adoption and authorizing transmittal of the Cooperative Plan to the Wisconsin Department of Administration for review, dated and signed by the chief elected official and attested by the clerk from each participating municipality--the City of Kenosha and the Town of Bristol.

- a. City of Kenosha Adoption and Transmittal Resolution.
- b. Town of Bristol Adoption and Transmittal Resolution.

**Kenosha City Plan Commission
December 9, 1999**

A meeting of the Kenosha, Wisconsin City Plan Commission was held on December 9, 1999 in Room 202 of the Municipal Building. The meeting was called to order at 4:35 p.m. by Chairman John Antaramian.

Present: Mayor John Antaramian, Alderman John Wamboldt, Alderman Don Ruef, Ms. Sharon Acerbi, Mr. Fred Haerter, Ms. Julie Hein, Mr. Ken Irving, Mr. Tim Mahone,

Excused: Mrs. Adelaide Swartz and Mr. Ted Wesley

Note that there is one vacancy on the Plan Commission at this time.

Approval of November 18, 1999 City Plan Commission meeting minutes.

A motion was made by Alderman Ruef and seconded by Commissioner Irving to approve the minutes as published. Motion carried unanimously. (Ayes-6; Noes-0)

A motion was made by Mayor Antaramian and seconded by Commissioner Irving to move item #10 as the first agenda item. Motion carried unanimously. (Ayes-6; Noes-0)

Item 10 - Petition to rezone property located south of 52nd Street west of 49th Avenue from RS-1 Single Family Residential to B-2 Community Business (Kenosha Unified School District No. 1) (16th Aldermanic District). PUBLIC HEARING

Commissioners Wamboldt and Acerbi arrived during the public hearing of this agenda item.

Duane Dietsche, 5301 49th Avenue, stated he was concerned with this petition as an adjacent property owner and for safety traffic reasons. He questioned KUSD's intention of selling this property when they were considering building a new school and placing portable structures on school properties. Mr. Dietsche also remarked that he hoped KUSD would consider other uses for the property such as a turn-around area for dropping off/picking up children at school or a soccer field. He commented that there were other available sites such as the ShopKo property. Mr. Dietsche also expressed concern over the District's notification procedure and commended the 16th District Alderman's involvement.

John Bechler, 4911 67th Street (*representing Kenosha Unified School District No. 1*), stated he understood the public's objections. However, he commented that various rezonings allowed along 52nd Street from Interstate 94 to Lake Michigan have created conflicting uses of property. Mr. Bechler further commented that this petition allows for a "win-win" situation for the following reasons: (1) this school property has been declared surplus and selling it would benefit the taxpayers as an additional tax base; (2) the proposed commercial development would create a buffer between the school and 52nd Street traffic; (3) no expansion is planned for the Strange Elementary School site; (4) proceeds from the sale would be used to alleviate parking problems at the school; (5) the proposed business owner is a service-provided company and well known within the community; (6) if the property was developed as it is currently zoned (for housing), there would be more driveways onto 52nd Street than if the commercial business was allowed to be developed; (7) it would be difficult to build residential, especially multi-

family or affordable housing, within this area as the neighborhood would probably not support such development.

Laurie Polachek, substitute teacher (*no address given*), stated that she believed land development was money-driven that does not consider the issue of quality of life. She agreed with Mr. Dietsche that the District look into options of using the green space for development of perhaps a soccer field. Ms. Polachek said she also agreed with Mr. Bechler in that the development of the property with single or multi-family homes would be difficult.

Robert Hampshire, 2011 63rd Street (*representing Harbert Auto Parts, Inc.*), stated his company was the intended purchaser of the school property. He outlined the company's history from when it started in 1934 to the recent decision to move from their current location because of the proposed closure of 63rd Street east of 22nd Avenue. The company saw this as an opportunity to buy into the Battery Patrol franchise, which required that the business be located in a stand-alone building. Mr. Hampshire remarked that his company did inquire of the ShopKo property, but was informed that the land would not be sold to a direct competitor since ShopKo also sells automotive products. When notified that the Strange School property might be available, Mr. Hampshire said that when his company told KUSD it was interested in only 1 acre, the District said they would only approve the sale of the entire 3 acre parcel. Mr. Hampshire stated that his company is a service business with respectable hours of operation and does not sell items such as cigarettes or liquor. He further remarked that his business would create a buffer between the school and 52nd Street. Mr. Hampshire felt that the school site, after the property sale, would still be larger than other older school sites with only 3-5 acres.

Don Pfarr, 3147 13th Street (*representing Central Contractors*), outlined his company's involvement with Mr. Hampshire (Harbert Auto Parts) and his past dealings with the City of Kenosha which he complimented City staff on. However, he said he differs with the City on their recommendation regarding this petition. He stated that Harbert Auto Parts approached him in looking for local properties to develop a Battery Patrol franchise and auto parts store. The Battery Patrol headquarters has given their approval of the site. Mr. Pfarr then pointed out the affected property on a map and distributed a handout outlining the retail/commercial development on 52nd Street from 39th Avenue to STH 31. He also commented that this business would create a buffer between the school and 52nd Street, and it would be an additional tax base for the community.

Alderman Jack Ruffolo, 5315 49th Avenue (*representing 16th District*) stated that, as alderman of this district, he would like to have the opportunity to get together with all parties involved, including constituents, KUSD, and Harbert Auto Parts. He asked the City Plan Commission to defer the item to allow this additional time. Alderman Ruffolo commented that he was aware of the parking problems at Strange School and felt Kenosha Unified School District No. 1 might be ready to do whatever was needed to alleviate this problem. He concluded his comments hoping that all parties would be able to make this issue work out in a pro-active manner.

John Ruffolo, 5308 48th Avenue, stated he felt unclear information was being distributed and that the City's notification policy of property owners within 100 feet of the petitioned property was inadequate. Mr. Ruffolo expressed concerns on the safety issue related to the traffic on 49th Avenue. He supported Alderman Ruffolo's request for deferment as the best choice in getting all affected parties together.

Staff member, Jeff Labahn, distributed a letter outlining the City's initial awareness of KUSD's intention to sell the property and their objection to the proposal. Mr. Labahn showed a video and described the affected area. He outlined some of the City's specific concerns with this sale (which were contained in

the staff report attached to the agenda item): limitation of future expansion option; conflict of adjacent commercial business with school use; the City's intent to eliminate or limit commercial strip development; conflict of land use (traffic, parking); and availability of other sites already zoned B-2. Mr. Labahn asked the commissioners to look at this issue as a land use item and not as a development issue, and recommended denying the petition.

A motion was made by Commissioner Haerter and seconded by Commissioner Irving to approve the deferment of this item until the February 10, 2000 City Plan Commission meeting. Motion carried unanimously (Ayes-8; Noes-0)

At this time, Mayor Antaramian temporarily left the meeting.

Item 1 - Petition to annex 0.465 acres of land located at 4005 - 24th Street to the City of Kenosha (Gruss) (5th Aldermanic District). PUBLIC HEARING

There were no public comments.

Staff member, Jeff Labahn showed a video. He stated that this is an existing residential property adjacent to City boundaries and, as required by the City of Kenosha/Somers agreement, the owners have petitioned for annexation in order to receive municipal utilities. Staff recommended approval.

A motion was made by Alderman Wamboldt and seconded by Commissioner Haerter to approve. Motion carried unanimously. (Ayes-7; Noes-0)

Item 2 - Petition to rezone property located at 4005 - 24th Street from A-2 Agricultural Land Holding to RS-1 Single Family Residential (City Plan Commission). (5th Aldermanic District) PUBLIC HEARING

There were no public comments.

Staff member, Jeff Labahn stated that this item corresponded with item 1 and that the City Plan Commission initiated the rezoning at their November 18, 1999 meeting. Staff recommended approval.

A motion was made by Commissioner Hein and seconded Commissioner Acerbi by to approve. Motion carried unanimously. (Ayes-7; Noes-0)

Item 3 - Petition to annex 2.432 acres of land located south of Washington Road and east of Green Bay Road to the City of Kenosha (Elmwood Financial Corporation) (16th Aldermanic District). PUBLIC HEARING

George Capoun, Jr., 4209 Green Bay Road, stated he was the adjacent property owner and familiar with Elmwood Financial Corporation. He commented that his only question was if there would be municipal services on the property or will water end up draining through his property.

Staff member, Jeff Labahn showed a video and described the location of the petitioned property.

Commissioner Acerbi asked how this development would affect Mr. Capoun's property. City staff responded that they did not know, and that the preliminary plans submitted by the developer did not include drainage plans. Commissioner Irving commented that this area was the natural headwaters for

Pike Creek. City staff commented that when development eliminates the floodplain, the water has to go somewhere and that's what storm sewers are for.

Alderman Wamboldt stated he was familiar with Elmwood Bank and supported this petition as they would be a good neighbor for Kenosha.

A motion was made by Alderman Wamboldt and seconded by Commissioner Haerter to approve. Motion carried unanimously. (Ayes-7; Noes-0)

At this time, Mayor Antaramian returned to the meeting.

Item 4 - Petition to rezone property located south of Washington Road and east of Green Bay Road from A-2 Agricultural Land Holding to IP Institutional Park (Elmwood Financial Corporation) (16th Aldermanic District). PUBLIC HEARING

John Murphy, 5801 Washington Avenue, Racine (*representing Architectural Associates Ltd.*) stated that he was present as the developer for Elmwood Financial Corporation and would gladly meet with City Development staff to discuss water run-off plans. Mr. Murphy reiterated Alderman Wamboldt's comment that Elmwood Bank would be a good neighbor for the City.

Staff member, Jeff Labahn stated that as this is the initial presentation for this rezoning to the CPC, the developer will need to return again at a later date for the conditional use permit. Staff recommended approval.

A motion was made by Alderman Ruef and seconded by Alderman Wamboldt to approve. Motion carried unanimously. (Ayes-8; Noes-0)

Item 5 - Petition to annex 7.536 acres of land located south of 60th Street and west of Green Bay Road between the Canadian Pacific Rail System and Union Pacific Railroad to the City of Kenosha (Rail Sidings of Kenosha) (17th Aldermanic District). PUBLIC HEARING

There were no public comments.

Staff member, Jeff Labahn explained what area was being petitioned to be annexed. He asked that the commissioners note that this includes adjacent Union Pacific property. Staff recommended approval.

A motion was made by Alderman Wamboldt and seconded by Commissioner Haerter to approve. Motion carried unanimously. (Ayes-8; Noes-0)

Item 6 - Petition to rezone property located south of 60th Street and west of Green Bay Road between the Canadian Pacific Rail System and Union Pacific Railroad from A-2 Agricultural Land Holding to M-2 Heavy Manufacturing (Rail Sidings of Kenosha) (17th Aldermanic District). PUBLIC HEARING

There were no public comments.

Staff member, Jeff Labahn stated that this item corresponds with item 5 and that staff recommended approval.

A motion was made by Commissioner Acerbi and seconded by Alderman Wamboldt to approve. Motion carried unanimously. (Ayes-8; Noes-0)

Item 7 - Ordinance to repeal and recreate Sections 6.01 F.5., 6.01 F.7. and 6.01 F.14. of the Zoning Ordinance for the City of Kenosha entitled "Parking Requirements". PUBLIC HEARING

It was determined that the subject ordinance was not included in the commissioners' agenda packets.

A motion was made by Alderman Ruef and seconded by Commissioner Mahone to defer this item until the January 6, 2000 City Plan Commission meeting. Motion carried unanimously. (Ayes-8; Noes-0)

At this time, Mayor Antaramian called for a five minute recess.

Following the recess, a motion was made by Commissioner Mahone and seconded by Alderman Ruef to consider the addendum item at this time. Motion carried unanimously. (Ayes-8; Noes-0)

**Addendum - HarborPark development preliminary plan review. (2nd Aldermanic District)
PUBLIC HEARING**

Ray Forgianni, Director - Department of City Development, introduced the HarborPark presentation and outlined the history of the project. He briefly commented on the status of development and the contract provided to the commissioners. He then introduced the members of the team, Dan Walsh of Mesirow Stein Real Estate Inc., and Christopher Rintz of the proposed developer, New England Builders Inc.

Dan Walsh, Mesirow Stein Real Estate Inc., provided an overview of the contract. He highlighted that the following contract items pertaining to parcel closings would need to be brought to the City Plan Commission for approval: item 5.(a)(7) on page 4, item 5.(b)(1) on page 5, and item 6.(b)(2) on page 6. Mr. Walsh commented that Exhibit Q provided the restrictive covenants of HarborPark and pointed out specifically the prohibited retail and service uses outlined on page 2. Mr. Walsh remarked that the developer was very supportive to the image the City was trying to develop with this project. He then turned the podium over to the proposed developer.

Christopher Rintz, Vice President, New England Builders Inc., stated his presentation would provide an overview of the project and the specific housing products proposed. He stated that his company was working with the architectural firm of Solomon, Cordwell, Buenz and Associates, Inc., which started business in Chicago in 1931 and currently has over 100 very talented designers and architects. Mr. Rintz then outlined his own company's history, starting in 1989 and evolving to a community development builder specializing in recreating neighborhoods and urban revitalization. In 1998, New England Builders was presented a national HUD award for excellence in joint private/public residential development for housing near the United Center, west side of Chicago. Mr. Rintz stated he was pleased with the City Plan Commission's involvement in this project.

Mr. Rintz then outlined the site planning of HarborPark. The initial designer spent a weekend filming and sketching from various vantage points with attention to detail. The concept was to create a non-suburban "walkable" community with people enjoying the waterfront. Greenspaces were critical but would not be densely landscaped so to block the lake view. Parking would be consistent with codes, and residents would have inside parking while visitor parking would be in open areas. The development was consistent with the Neighborhood Code except for the following deviation. Due to the anticipated

market, the two larger condominium buildings at the south end originally intended to be rental units were now to proposed to be "for sale".

Next Mr. Rintz described the individual residential units and showed their locations on the map. He proposed that the initial marketing would begin with Parcel G because it contains three of the four product types: luxury units (facing east), duplexes, and townhouses. These units would all have street level entry. The luxury units and duplexes would be "through" (no corridors). Parcel B would contain townhouses (with entry facing the HarborPark entrance) and duplexes (with entry facing the public way). Parcels C and D contain the structures which Mr. Rintz felt made the most prominent architectural statement in the entire development and that these buildings would continue with the same impressive features as they went around corners. Parcels E and F would contain duplexes on 55th Street and Type A traditional condominiums which are 3-story buildings with 42 units in each building.

Mr. Rintz provided a preliminary idea of sale prices of the various units. Flats would range from a 650 sq.ft. studio to a two-bedroom unit of 1100-1200 sq.ft. and would be moderately priced around \$126,000-\$132,000 for a first floor residence to \$160,000 - \$170,000 for an upper floor unit. He remarked that the price differences would correspond to the unit's waterfront view; the better the view, the higher the price. These units would have underground parking. Mr. Rintz felt this type of housing may appeal to "temporary" residents who come for the boating season.

The duplex A and B units would be intertwined and have a front entry at grade level and one parking space within the unit. Unit B would be approximately 1600 sq.ft. with a huge deck and be price about \$165,000 - \$170,000. Unit A was smaller at 1200 sq.ft. and priced around \$138,000. Customers wanting more square footage could consider enclosing the deck or purchasing and combining A and B units to create a 3000+ sq.ft. residence. Mr. Rintz described these units as very flexible and the design incorporated the corner lookout towers suggested by City planners.

Traditional townhouses would be 3-level living with rear entrances. Each unit would have two indoor parking spaces, two bedrooms, deck, and total 1350 -1400 sq.ft. with the potential of being finished to 1900 sq.ft. Units with a waterfront view would be priced around \$195,000 while those with a lesser view around \$166,000.

Condominium owners would be able to customize their units with various options and combinations. Layouts currently run 1200-2100 sq.ft. and have a waterfront view. This is a luxury product which will be priced around \$180,000 - \$225,000.

Mr. Rintz stating that all structures would be of masonry materials. He then concluded his presentation stating it was an honor to be selected to develop such a special site.

There were no public comments.

Commissioner Irving asked if there would be any restrictions for HarborPark residents, for example an age limit. Mr. Rintz replied that the only restrictions would be those normally found on condominium covenants such as animals.

Alderman Wamboldt asked what areas were prohibited from retail use under Exhibit Q of the contract. Ray Forgianni pointed out the appropriate parcels on the map. Alderman Wamboldt then complimented New England Builders on approaching this project as development of a community rather than a subdivision. He further stated that HarborPark would be Kenosha's crown jewel on the lake.

Commissioner Mahone congratulated the developer and the City on the warmth created by the project with its aesthetic features. He further stated that this project protected the interests of the community.

Ray Forgianni stated that more details would become available as the final plans were developed. He commented that there were few midwest areas with the potential to be developed such as HarborPark. He foresaw the possibility of national distinction or award for this project. He clarified that ownership of the central pedestrian way was public and the developer would cover the cost of maintenance of these walkways.

The City Plan Commission voiced their unanimous support of the HarborPark development preliminary plans.

✓ **Item 8 - City of Kenosha/Town of Bristol Cooperative Plan and Agreement under Section 66.023, Wisconsin Statutes. PUBLIC HEARING**

There were no public comments.

Staff member, Jeff Labahn referred staff comments to City Attorney, Jim Conway. Mr. Conway stated that this agreement began three years ago when a new state statute required municipalities to provide for mutual agreement on development. He outlined the future growth areas on the map, commenting that the City had already annexed west of Interstate 94. This area would come in by initial attachment and there would be a 30 year limit for property to be annexed in. Mr. Conway went on to say that under this agreement, the City of Kenosha would not oppose if Bristol sought to be incorporated. Mr. Conway then distributed an amendment to the Cooperative Plan and Agreement. He stated this amendment provided clarifying language that the City would not exercise any extraterritorial zoning, except for the Airport Overlay District Zoning Ordinance adopted pursuant to Section 114.136 of the Wisconsin Statutes. He further stated that this amendment pertained to both agenda items 8 and 9. Mr. Conway then asked the City Plan Commission to accept this Cooperative Plan and Agreement as amended.

A motion was made by Alderman Ruef and seconded by Commissioner Hein to approve as amended. Motion carried unanimously. (Ayes-8; Noes-0)

✓ **Item 9 - 1999 Cooperative Agreement for establishing permanent boundaries, assuring orderly development, and limiting extraterritorial zoning, land division, condominium platting, and official mapping controls between the City of Kenosha and the Town of Bristol - Section 66.30, Wisconsin Statutes. PUBLIC HEARING**

There were no public comments.

City Attorney, Jim Conway asked the City Plan Commission to approve this item, as amended and in conjunction with item 8.

A motion was made by Alderman Ruef and seconded by Commissioner Acerbi to approve as amended. Motion carried unanimously. (Ayes-8; Noes-0)

Item 11 - Public comments.

There were no public comments.

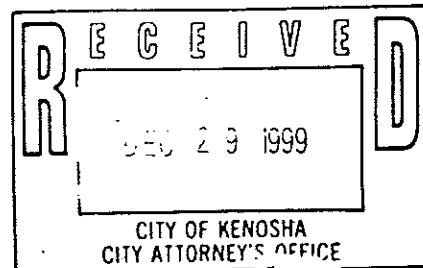
Item 12 - Commissioner comments.

Commissioner Irving asked City staff what codes must be met with the regard to large building construction on the HarborPark site. Mayor Antaramian requested staff to research this item and respond back to Commissioner Irving.

Commissioner Hein commented on the excitement evident in Mr. Rintz's presentation. She also congratulated the City staff and developer on the excellent job done with this project.

Adjournment

There being no further comments, motion made by Alderman Ruef and second by Commissioner Haerter to adjourn this meeting. All were in favor and the meeting adjourned at 6:50 p.m.



COMMON COUNCIL *Official Proceedings*

JOHN M. ANTARAMIAN, MAYOR

JEAN A. MORGAN, CITY CLERK

KENOSHA MUNICIPAL
BUILDING COUNCIL
CHAMBERS ROOM 200
December 20, 1999

At a meeting of the Common Council held this evening, Acting Mayor, Kurt Sinclair presided until his Honor, Mayor John M. Antaramian, joined the meeting during Citizens Comments.

The meeting was called to order at 7:20 p.m.

On roll call, the following members of the Common Council were present: Aldermen Landry, Wamboldt, Holland, G. Ruffolo, Sinclair, Pierce, Robinson, Marks, Ruef, Butler, Frederick, Casey, Bradley, Pacetti, and Polzin, Jr.

Alderman Bosman joined the meeting during discussion of item #11.

Excused: J. Ruffolo.

The invocation was given by Alderman Casey.

Acting Mayor Sinclair then led the Council in the Pledge of Allegiance to the American Flag.

It was moved by Alderman Ruef, seconded by Alderman G. Ruffolo to approve the minutes of the meetings held December 2, December 3, and December 6, 1999, as printed.

Motion carried unanimously. At this time, Citizen's Comments was held for a period of 20 minutes and 4 people spoke.

TO THE COMMITTEE ON FINANCE

1. Various requests for transfer of funds.

COMMUNICATIONS, PETITIONS, REPORTS OF DEPARTMENTS

2. It was moved by Alderman Sinclair, seconded by Alderman Robinson, to approve 18 applications for an Operator's (Bartenders) license, per list on file in the office of the City Clerk.

On a voice vote, motion carried.

3. There were no applications for a special Class "B" Beer and/or "Class B" Wine license per list on file in the office of the City Clerk.

4. There were no applications for a Taxi Driver's license per list on file in the office of the City Clerk.

5. It was moved by Alderman Sinclair, seconded by Alderman Bradley, to receive and file communication from James W. Conway, City Attorney, regarding Cathleen J. Tabbert, et al. vs. City of Kenosha Police Department, et al. (Case No. 96-C-1305--Plaintiffs' Notice of Appeal).

On a voice vote, motion carried.

6. It was moved by Alderman Bradley, seconded by Alderman Sinclair, to receive and file information report from Personnel regarding insurance coverage for 30/hr. per week employees. (*Due to Wisconsin Law change, Section 632.745, Wisconsin Statutes*)

On a voice vote, motion carried.

RECOMMENDATIONS FROM THE COMMITTEE ON LICENSING/PERMITS

7. It was moved by Alderman Sinclair, seconded by Alderman G. Ruffolo to approve the application of Lisa A. Erickson for an Operator's (Bartender) license, subject to 50 demerit points.

A hearing was held. The

a Wisconsin Corporation.

On roll call vote, motion carried (15-1) with Alderman Casey voting nay.

It was moved by Alderman Pacetti, seconded by Alderman Pierce to:

40. Approve offer to purchase property adjacent to Nash Park from Robert Prudom at 5911-57th Avenue.

41. Approve offer to purchase property adjacent to Nedweski Park from Mark Salituro at 1314 - 50th Street. (2nd District)

42. Approve purchase agreement for real estate from Paul and Carol Dosemagen for 39th Avenue right-of-way project.

43. Approve purchase agreement for real estate from Kathleen Herbert for 39th Avenue right-of-way project.

44. Approve emergency medical services/basic/paramedic/defibrillation medical control contract between the City of Kenosha and United Hospital System.

45. Approve 2000 agreement for blood/body fluid exposure management services between the City of Kenosha and United Hospital System.

46. Approve purchase agreement between the City and Sutphen Corporation for purchase of a 1500 G.P.M. custom pumper.

On roll call vote, motion carried unanimously.

✓ 47. It was moved by Alderman Ruef, seconded by Alderman Pierce to approve City of Kenosha/Town of Bristol Cooperative Plan and Agreement under Section 66.023, Wisconsin Statutes as amended by the City Plan Commission.

On roll call vote, motion carried (15-1) with Alderman Polzin voting nay.

✓ 48. It was moved by Alderman Ruef, seconded by Alderman Pierce to approve 1999 Cooperative Agreement for establishing permanent boundaries assuring orderly development, and limiting extraterritorial zoning, land division, condominium platting, and official mapping controls between the City of Kenosha and Town of Bristol,

Section 66.30, Wisconsin Statutes, as amended by the City Plan Commission.

On roll call vote, motion carried unanimously.

49. It was moved by Alderman Ruef, seconded by Alderman Wamboldt to approve contract of purchase and sale by and between Harbor Park, LLC, (buyer) and the City of Kenosha, Wisconsin (seller).

On roll call vote, motion carried unanimously.

50. It was moved by Alderman Bradley, seconded by Alderman Sinclair to approve assignment of airport lease #9390 from Robert J. Marso to 9390 Partnership, LLC.

On roll call vote, motion carried unanimously.

RECOMMENDATIONS FROM THE COMMITTEE ON FINANCE

It was moved by Alderman Bradley, seconded by Alderman Sinclair to:

51. Receive and file Fire Department Annual Patient Care Survey dated August, 1999.

52. Receive and file Annual Medical Director Report from Dr. Michael G. Manske.

53. Approve Disbursement Record #23 - \$28,456,111.37.

On roll call vote, motion carried unanimously.

RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC WORKS

54. It was moved by Alderman Holland, seconded by Alderman Wamboldt to approve request from Society for the Preservation and Encouragement of Barber Shop Quartet Singing in America, Inc., to sub-name the portion of Third Avenue between 61st Street and 65th Street "Harmony Lane".

On roll call vote, motion carried (13-3) with Aldermen Bradley, Bosman and Polzin voting nay.

55. It was moved by Alderman Ruef, seconded by Alderman Sinclair to approve final acceptance of Project #99-1012 (46th Avenue - 79th Street to 80th Street; 89th Street - 43rd Avenue to 47th Avenue and Sheridan Road Patch - 8200 block), Resurfacing

Town Of Bristol
Planning Commission Minutes
Tuesday January 4, 2000

The meeting was called to order and Chaired by Larry Kelley. also in attendance were Jim Eckhart, Gene Anderson, Carolyn Owens and Tim Nolan . Representatives from the town included Town Chairperson Shirley Davidson, Rick Czopp and Pat Meehan.

The minutes of the November 23 meeting were approved on a Anderson Eckhart motion.

Item #5 was regarding a inflated golf dome at Bristol Oaks Country Club. The item remained tabled pending further information.

Item #6 Walter and Kathleen Zirbel 18295 60th St. Bristol . Requesting rezoning from A-2 General Agricultural to R-2 Suburban Single Family Residential District on Tax Parcel #35-4-121-042-0210. a motion was made by Carolyn Owens to table the item until the owners could be notified that two of the parcels are not large enough to be zoned R-2 . The motion was seconded by Mr. Anderson and tabled.

Item #7 The Revocable Gwen J. Orth Family Trust, 7525 160th Av. Bristol, Wi. (Owner of Tax Parcel # 35-4-121-101-0200), Donna and Jack Petges, 7701 160th Ave. Bristol, Wi. (Buyers) of part of Tax Parcel # 35-121-101-0215 Requesting Rezoning from A-2 General Agricultural Dist. to R-1 Rural Residential District on part of Tax Parcel #35-4-121-101-0200 and from R-2 Suburban single family Residential District to R-1 Rural Residential District on Tax Parcel # 35-4-121-101-0215. A motion was made by Jim Eckhart to approve the rezoning , seconded by Larry Kelley and approved.

Item #8 William J. Walker and Dianne Walker, 16826 75th St. Bristol, WI. requesting a conditional use permit to allow a second single family farm related residential dwelling in the A-1 Agricultural Preservation District on Tax Parcel # 35-4-121-044-0100 . A motion was made by Jim Eckhart to approve the Conditional Use Permit contingent on the owners receiving approval by the WI. D.O.T. for an access road onto Route 50. The motion was seconded by Jim Anderson and approved.

Item #9 was a Certified Survey Map for William and Diane Walker. Jim Eckhart motioned to approve the CSM contingent on the WI. D.O.T. approval of an access to Route 50. The motion was seconded by Gene Anderson and approved.

Item # 10 was a request for a conditional use permit on behalf of Arthur and Mary Jane Dupons (Lessors) , and The L.E. Meyers Company (lessee) to allow an electrical contractors yard with outside storage in the M-2 Heavy Manufacturing District on Tax Parcel # 35-4-121-011-0110. The request was Tabled on a Eckhart Anderson motion.

Item #11 A review and question and answer period between the planning commission and town representatives Shirley Davidson , Rick Czopp, Pat Meehan, and Attorney Bill White regarding the Town of Bristol / City Of Kenosha 66.023 agreement . A motion was made by Jim Eckhart to approve the agreement seconded by Gene Anderson and approved unanimously.

The next meeting was set for January 25th , 2000 and the meeting was adjourned on a Anderson Eckhart motion.

Minutes submitted by Tim Nolan.

TOWN OF BRISTOL
Regular Town Board Meeting
January 10, 2000

1. The regular semi-monthly meeting of the Bristol Town Board was called to order at 7:03 P.M. by Chairman Davidson. In attendance at the meeting were Supervisors Owens, Miller, Molgaard, Eide, Clerk/Treasurer Klemko, Administrator Czopp, and eleven constituents.
2. The chair led in the pledge of allegiance to the flag.
3. Approval of Agenda: A motion was made by Supervisor Miller to approve the agenda and was seconded by Supervisor Eide. The motion was carried unanimously.
4. Approval of the minutes of December 20, 1999. A motion was made by Supervisor Molgaard to approve the minutes and was seconded by Supervisor Miller. The motion was carried unanimously.
5. Treasurer's report: Treasurer Klemko read her report showing \$2,507,057.05 as the total checking account balance. Supervisor Eide made a motion to approve the treasurer's report, and was seconded by Supervisor Molgaard.
6. Approval of Bills: A motion was made by Supervisor Miller to approve the bills, and was seconded by Supervisor Owens. The motion was carried unanimously.
7. Citizen's Comments: Doris Magwitz questioned the Asplundh trucks overnight parking next to the Fire Department, and wondered whether they were being charged to park there. Larry Fitzgerald questioned why no rental fee was being charged for the trucks parking there and also requested the Town look into getting a website for posting the agendas. Gary Thompson stated that he doesn't feel that the Town of Bristol/ City of Kenosha agreement will go as well as planned referring to the Town of Somers agreement and believes it should be submitted for a referendum 30 days after tonight's meeting. Dave Bundy asked to be better informed about negotiations concerning the 66.023 agreement.
Audrey VanScloteran stated that she doesn't favor a referendum, adding that this is totally different from the Somers situation. She feels that this is a good agreement as we will not be able to be annexed by Kenosha or Pleasant Prairie. Administrator Czopp stated that at least two hearings were held on this agreement, notices were published in the newspaper and all the residents involved were notified by letter about the agreement.
8. Chairperson's Comments: None
9. Supervisors Comments: Supervisor Eide stated that he would like to look into the Asplundh trucks being parked on Town property before any decisions are made.

10. Administrator's Report: None

11. Department Reports: None

12. Planning Commission Recommendations:

- a. A motion was made by Supervisor Eide and was seconded by Supervisor Molgaard to approve the Town of Bristol/City of Kenosha 66.023 agreement. On a roll call vote of 5 Aye and 0 Nay the motion was carried unanimously.
- b. A motion was made by Supervisors Owens and was seconded by Supervisor Miller to approve the request of William J. Walker and Dianne Walker, 16826 75th Street, Bristol, WI 53104 (Owners), requesting a Conditional Use Permit to allow a second single-family farm related residential dwelling in the A-1 Agricultural Preservation District on Tax parcel #35-4-121-044-0100 located in the southeast quarter of section 4, Township 1 North, Range 21 East, Town of Bristol. For informational purposes only, this property is located on the north side of STH"50" (75th Street) approximately ½ mile east of the intersection of C.H."D" (184th Avenue). The motion was carried unanimously.
- c. A motion was made by Supervisor Owens and was seconded by Supervisor Miller to approve the request of The Revocable Gwen J. Orth Family Trust, 7525 160th Avenue, Bristol, WI 53104-9764 (Owner of Tax Parcel #35-4-121-101-0200), Donna and Jack Petges, 7701 160th Avenue, Bristol, WI 53104-9764 (Buyers), of part of Tax Parcel #35-4-121-101-0200 and current owner of Tax Parcel #35-4-121-101-0215 requesting rezoning from A-2 General Agricultural District to R-1 Rural Residential District on part of Tax Parcel #35-4-121-101-0200 and from R-2 Suburban Single-Family Residential District on Tax Parcel #35-4-121-101-0215. Both properties are located in the northeast quarter of Section 10, Township 1 North, Range 21 East, Town of Bristol. For informational purposes only, these properties are located on the East side of C.H."MB" (160th AV) approximately ¼ mile south of the intersection of STH"50" (75th Street). The motion was carried unanimously.

13. New Business:

- a. A motion was made by Supervisor Miller and was seconded by Supervisor Molgaard on recommendation by Paul Dries of Strand Associates to refer the Sewer and Water Impact Fees to the Plan Commission for further study and development. The motion was carried unanimously.
- b. A motion was made by Supervisor Miller and was seconded by Supervisor Eide to rescind the contract for assessor by Arthur Liddicoat for the years 2000, 2001 and 2002. The motion was carried unanimously.
A motion was made by Supervisor Miller and was seconded by Supervisor Owens to approve the contract for assessor by Associated Appraisal Consultants for the year 2000. The motion was carried unanimously.

14. Unfinished Business: None.

15. Communications and Announcements: Chairman Davidson announced that she had

received the Wisconsin Town's Association 2000 calendar of events including the schedule for the Board of Review training sessions.

16. Adjournment: The meeting was adjourned at 8:06 p.m.

Respectfully submitted,

Amy E. Klemko, Clerk/Treasurer

ATTACHMENT "P"

RECORD OF PUBLIC PARTICIPATION AND COMMENT

NOTE, IN THIS SECTION:

- (A) Document that the public comment and hearing requirements in Section 66.023 (4) (b) and (c) of the Wisconsin Statutes were met.
- (B) Separately submit a copy of all written public comment received on the cooperative plan, summarize the comments, and indicate how they were considered by the cooperating municipalities. Indicate whether the comments received resulted in modifications to the proposed cooperative plan. [Section 66.023 (4) (c)]

Also submit copies of the required comments from affected county planning or zoning and regional planning agencies (if such agencies exist for the county containing the cooperative plan and agreement).

- (C) Indicate whether an advisory referendum was called or requested as permitted under Section 66.023 (4) (e), and if referenda were held, state the results and any action taken by the affected municipalities.

Additional Documents Attached.

PROOF OF PUBLICATION

COPY OF NOTICE

NOTICE
Please take notice that at 7:00 P.M. on July 14, 1999, at the Town of Bristol Town Hall, located at 8301 198th Ave. the Town of Bristol Board of Supervisors will hold a joint hearing with representatives of the City of Kenosha concerning the revised draft of the City of Kenosha/Town of Bristol Cooperative Plan and Agreement under Section 66.023, Wisconsin Statutes. Any person may compare the Plan during the hearing and may submit written comments before, at, or within twenty (20) days following the hearing. Copies of the proposed Plan are on file with the Town Clerk, Town of Bristol, and may be viewed during regular business hours after June 25, 1999.
Amy E. Karlick
Clerk/Treasurer
Town of Bristol
June 22, 29, July 6, 1999

STATE OF WISCONSIN }
COUNTY OF KENOSHA } ss.

Paula Apodick

Being duly sworn, on oath says, that he is one of the printers of THE KENOSHA NEWS, a daily newspaper printed and published in the City of Kenosha, County and State aforesaid, and that a notice, of which the annexed printed slip is a true copy, has been published in the said KENOSHA NEWS for the term of 3 weeks, once each week successively, commencing the 22nd day of June, A. D. 19 99, and ending July 6 A. D. 19 99.

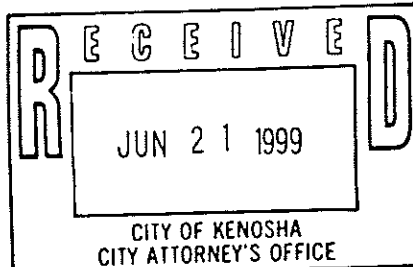
Paula Apodick

Subscribed and Sworn To before me this 6th

day of July, A. D. 19 99.

Margaret C. Hansen
Notary Public,
Kenosha, Wis.

My Commission expires June 1, 2003



COMMON COUNCIL *Official Proceedings*

JOHN M. ANTARAMIAN, MAYOR

JEAN A. MORGAN, CITY CLERK

KENOSHA MUNICIPAL
BUILDING COUNCIL
CHAMBERS ROOM 200
June 7, 1999

At a meeting of the Common Council held this evening, His Honor, Mayor John M. Antaramian, presided.

The meeting was called to order at 7:02 p.m.

On roll call, the following members of the Common Council were present: Aldermen Landry, Holland, G. Ruffolo, Sinclair, Pierce, Robinson, Marks, Ruef, Butler, Frederick, Casey, Bradley, Bosman, Pacetti, J. Ruffolo and Polzin, Jr.

Excused: Alderman Wamboldt.

The invocation was given by Pastor Wayne Matejka of Kenosha Bible Church.

Mayor Antaramian then led the Council in the Pledge of Allegiance to the American Flag.

It was moved by Alderman Ruef, seconded by Alderman Butler to approve the minutes of the meeting held May 17, 1999 as printed.

Motion carried unanimously.

No one was present to speak during Citizen's Comments.

It was moved by Alderman G. Ruffolo, seconded by Alderman Casey to refer item #9 under "To the Licensing/Permit Committee" also to the Finance Committee, and to hold a hearing on item #50.

On a voice vote, motion carried.

TO THE COMMITTEE ON FINANCE

1. Various requests for transfers of

funds.

2. Request to transfer strip of land 04-122-12-130-010 by quit claim deed to adjoining owner, Erwin Fisher. (Also refer to City Plan Commission)

3. Proposed resolution by the Mayor for City of Kenosha, Wisconsin, employees to be included in the Wisconsin Department of Employee Trust Funds Group Life Insurance Programs Pursuant to Chapter 40, Wisconsin Statutes.

TO THE COMMITTEE ON PUBLIC WORKS

4. Petition to vacate a portion of the alley located south of 51st Street between 23rd and 24th Avenues (Bonaretti/Robinson). (Also refer to City Plan Commission)

5. Proposed Resolution approving the final plat of Whitecaps Unit 10 located on 74th Street, west of 96th Avenue. (Also refer to City Plan Commission)

6. Proposed Resolution approving the final plat for Whitecaps Unit 9 located on 95th Avenue at 71st Street. (Also refer to City Plan Commission)

7. Petition to annex 17.754 acres of land located at 1700 Sheridan Road to the City of Kenosha (Carthage College). (Also refer to City Plan Commission)

8. Request to grant easement on 8th Avenue south of 52nd Street from Wisconsin Electric Power Company for HarborPark Development. (Also refer to City Plan Commission)

TO THE LICENSING/PERMIT COMMITTEE

9. Proposed ordinance by the Mayor to repeal §11.13, "Restrictions on Sale or Gift of Cigarettes or Tobacco Products"; and to create §13.09 of the Code of General Ordinances, entitled "Tobacco Sales", relating to licensing requirements and regulations for cigarettes and tobacco products. (Also refer to Finance Committee)

Council of the City of Kenosha, Wisconsin that a certified survey relating to three parcels located north of 71st Street and west of 122nd Avenue is herein and hereby approved, subject to the following conditions:

Compliance with all applicable State and City codes and ordinances.

Payment of all applicable fees as required in Chapter 17 of the Code of General Ordinances. Park and open space fees for Lots 1, 2, and 3 shall be waived.

Approval of drainage plan by City Engineer.

Certified survey map shall contain a note stating, "The development of Lot 3 shall be prohibited until such time a conditional use permit, drainage plan, rezoning and developers agreement are approved by the City."

Delete reference to future 66th Street on Lot 3.

Owner and developer entering into a certified survey map agreement with the City of Kenosha. The agreement shall be in a form approved by the City Attorney. The agreement shall determine responsibility and time frames for the construction and installation of all improvements required by the City and all other improvements proposed by the owner and developer which will serve the certified survey. The certified survey shall not be recorded, and no permits for the development shall be issued, until the agreement has been approved and executed.

Compliance with all of the preceding conditions as a prerequisite for authorizing City Mayor and City Clerk-Treasurer to sign the certified survey map.

The certified survey map shall be null and void if not recorded within 90 days of approval by the Common Council.

Adopted this 7th day of June, 1999.

APPROVED:

JOHN M. ANTARAMIAN, MAYOR

ATTEST:

JEAN A. MORGAN, CITY CLERK

60. RESOLUTION NO. 77-99

BY: ALDERPERSON KURT SINCLAIR
TO PROVIDE "ANIMAL LIFE-LINE"
WITH ONE HUNDRED (\$100.00)
DOLLARS FOR ANIMAL CONTROL
SERVICES AND TRANSFER OF

FUNDS FROM
"CONTINGENCY" TO
"ENVIRONMENTAL HEALTH-
ANIMAL CONTROL
CONTRACT"

WHEREAS, "ANIMAL LIFE-LINE"
is a Wisconsin nonprofit corporation

which provides animal control services within the City as a public service; and

WHEREAS, "ANIMAL LIFE-LINE" is licensed in the City under Section 14.015 of the code of General Ordinances; and

WHEREAS, "ANIMAL LIFE-LINE" has paid one Hundred (\$100.00) Dollar License Fee for said License, which License Fee cannot be waived under the applicable Ordinance; and

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that one Hundred (\$100.00) Dollars be, and is hereby, appropriated to "ANIMAL LIFE-LINE" from "Contingency" to Environmental Health-Animal Control Contract (110-04-54102-254) in payment for animal control services provided within the City, and the City Director of Finance is hereby authorized to make such disbursement.

Adopted this 7th day of June, 1999.

APPROVED:

JOHN M. ANTARAMIAN, MAYOR

ATTEST:

JEAN A. MORGAN, CITY CLERK

61. RESOLUTION NO. 78-99

BY: THE MAYOR

TO AUTHORIZE THE MAYOR, AND OR HIS DESIGNEE, TO HOLD A JOINT PUBLIC HEARING WITH REPRESENTATIVES OF THE TOWN OF BRISTOL RESPECTING "CITY OF KENOSHA/TOWN OF BRISTOL COOPERATIVE PLAN AND AGREEMENT UNDER SECTION 66.023, WISCONSIN STATUTES", ON JULY 14, 1999, 7:00 P.M., AT THE BRISTOL TOWN HALL, LOCATED AT 198th AVENUE & 83rd STREET, BRISTOL, WISCONSIN

BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that the Mayor and/or his designee, be authorized to hold a Joint Public Hearing with representatives of the Town of Bristol respecting "City of Kenosha/Town of Bristol Cooperative Plan and Agreement under Section 66.023, Wisconsin Statutes", on July 14, 1999, at 7:00 P.M., at the Bristol Town Hall, located at 198th Avenue and 83rd Street, Bristol, Wisconsin.

BE IT FURTHER RESOLVED that any person may comment on the plan during the hearing and may submit written comments before, at, or within twenty (20) days following the hearing. A copy of the proposed plan is on file with the City Clerk, City of Kenosha, and may be viewed during regular business hours.

Adopted this 7th day of June, 1999.

APPROVED:

JOHN M. ANTARAMIAN, MAYOR

ATTEST:

JEAN A. MORGAN, CITY CLERK

62. RESOLUTION NO. 79-99
BY: MAYOR ANTARAMIAN
TO AMEND THE CITY OF
KENOSHA CAPITAL
IMPROVEMENT PROGRAM BY
DECREASING LINE DR-95-001
"STORM SEWER" IN 1998, BY
INCREASING LINE CO-95-005 "60TH
AVE CONSTRUCTION - 60TH ST TO
65TH ST" IN 1998 AND BY
INCREASING OUTSIDE FUNDING
FOR A NET INCREASE OF \$0.

WHEREAS it has been determined
that additional funding is needed for
the project due to poor sub-grade soil
and the replacement of trees, and

WHEREAS it has been determined
that the Town of Somers portion of
the cost is \$136,000 rather than
\$110,000, and

WHEREAS the above amendment to
the Capital Improvement Program has
been approved by the City Plan
Commission on May 20, 1999; the
Public Works Committee on June 1,
1999, and by the Finance Committee
on June 2, 1999.

NOW THEREFORE BE IT
RESOLVED by the Common Council
of the City of Kenosha, Wisconsin that
the Capital Improvement Program be,
and hereby is, amended as follows:

Amendment		
DR-95-001 Storm Sewer		
1998 Authorization	75,000	-2,000
CO-95-005 60th Ave Construction		
60th Street to 65th Street		
1998 Authorization	185,000	+28,000
1999 Somers Funding	0	+26,000
		213,000

Adopted this 7th day of June,

1999.

APPROVED:

JOHN M. ANTARAMIAN, MAYOR

ATTEST:

JEAN A. MORGAN, CITY CLERK

63. RESOLUTION NO. 80-99
BY: MAYOR ANTARAMIAN
TO AMEND THE CITY OF
KENOSHA CAPITAL
IMPROVEMENT PROGRAM BY
DECREASING LINE DR-95-001
"STORM SEWER" IN 1998 AND BY
INCREASING LINE DR-98-002
"WHITE CAPS DETENTION BASIN
IMPROVEMENT" FOR A NET
INCREASE OF \$0.

WHEREAS it has been
determined that additional
funding is needed in order to
award the contract for the White
Caps Detention project, and

WHEREAS the above

amendment to the Capital
Improvement Program has been
approved by the City Plan
Commission on May 20, 1999;
the Public Works Committee on
June 1, 1999, and by the Finance
Committee on June 2, 1999.

NOW THEREFORE BE IT
RESOLVED by the Common
Council of the City of Kenosha,
Wisconsin that the Capital
Improvement Program be, and
hereby is, amended as follows:

Amendment		
DR-95-001 Storm Sewer		
1998 Authorization	73,000	-16,000
DR-98-002 White Caps Detention		
Basin Improvement		
1998 Authorization	27,000	+16,000
		43,000

Adopted this 7th day of June,
1999.

APPROVED:

JOHN M. ANTARAMIAN, MAYOR

ATTEST:

JEAN A. MORGAN, CITY CLERK

64. It was moved by Alderman
Ruef, seconded by Alderman
Robinson to adopt the proposed
resolution by the Mayor - To
create the Neighborhood
Improvement Committee.

64.1 It was then moved by
Alderman Frederick, seconded
by Alderman Pierce to amend the
resolution to incorporate
Common Council review and
approval on a project-specific
basis.

On a voice vote, motion
carried.

64.2 It was then moved by
Alderman Pacetti, seconded by
Alderman Casey to table the
resolution.

On a voice vote, motion
carried.

Alderman Pierce left the
meeting prior to the vote on item
#64, and did not return. Mayor
Antaramian left the meeting after
the vote on item #64 and did not
return. Council President
Sinclair presided over the
meeting until adjournment.

APPOINTMENTS/ REAPPOINTMENTS BY THE MAYOR

It was moved by Alderman
Casey, seconded by Alderman G.
Ruffolo to:

BLANKET ORDER RELEASE
City of Kenosha
Kenosha, Wisconsin 53140

VENDOR: Labor Paper

DELIVER TO: CITY CLERK
625-52nd Street
Kenosha WI 53140

You are hereby authorized to release and to ship as soon as possible the following described merchandise purchased on our ORDER NO: 990775-4 dated 5/7/98

Account No. 110-01-50101-321

QUANTITY	DESCRIPTION	UNIT	TOT. AMT.
	Publish Notice of Public Hearing-City of Kenosha/Town of Bristol Cooperative Plan and Agreement		
	PUBLISH: June 11, 1999		
	June 18, 1999		
	June 25, 1999		

Authorized Signature _____ Date June 8, 1999

Finance Office Notes:

White Copy - Vendor • Green Copy - Finance Dept. • Yellow Copy - Department

July 2
July 9

**NOTICE OF PUBLIC
HEARING
RESPECTING CITY OF
KENOSHA/
TOWN OF BRISTOL
COOPERATIVE PLAN AND
AGREEMENT UNDER
SECTION 66.023, WISCONSIN
STATUTES**

PLEASE TAKE NOTICE that there will be a Joint Public Hearing held by representatives of the City of Kenosha and Town of Bristol respecting "City of Kenosha/Town of Bristol Cooperative Plan and Agreement under Section 66.023, Wisconsin Statutes", on July 14, 1999, at 7:00 P.M., at the Bristol Town Hall, located at 198th Avenue and 83rd Street, Bristol, Wisconsin. **TAKE FURTHER NOTICE** that any person may comment on the plan during the hearing and may submit written comments before, at, or within twenty (20) days following the hearing. A copy of the proposed plan is on file with the City Clerk, City of Kenosha, and may be viewed during regular business hours. /s/Jean A. Morgan, City Clerk
Publish: June 11, 1999,
June 18, 1999, June 25, 1999

One South Pinckney Street
P.O. Box 1806
Madison, Wisconsin 53701-1806
FAX (608) 283-2275
Telephone (608) 257-3501
Writer's Direct Line: (608) 283-2246
Email: wfwwhite@mbf-law.com

Offices in:
Milwaukee, Wisconsin
Manitowoc, Wisconsin
Chicago, Illinois
(Michael Best & Friedrich (Illinois))

Member: Lex Mundi,
A Global Network of more than
150 Law Firms
www.mbf-law.com

July 12, 1999

Philip C. Evenson
Executive Director
Southeastern Wisconsin Regional Planning
Commission
P.O. Box 1607
Waukesha, Wisconsin 53187-1607

Ms. Kimberly Bushey
Clerk of Walworth County
P.O. Box 1001
Elkhorn, WI 53121

Ms. Patricia Madden
Clerk of Waukesha County
1320 Pewaukee Road
Waukesha, WI 53188

Ms. Joan Rennert
Clerk of Racine County
730 Wisconsin Avenue
Racine, WI 53403

Mr. Harold Dobberpuhl
Clerk of Ozaukee County
P.O. Box 994
Port Washington, WI 53074

Mr. Rod Lanser
Clerk of Milwaukee County
901 North Ninth Street
Room 103
Milwaukee, WI 53233

Ms. Marilyn Merten
Clerk of Washington County
P.O. Box 1986
West Bend, WI 53095

Ms. Nancy Principe
Clerk
Kenosha County
1010-56th Street
Kenosha, WI 53140

Re: Cooperative Boundary Agreement between the City of Kenosha and Town of
Bristol

Ladies and Gentlemen:

Please find enclosed the text for the proposed master plan supporting the Cooperative Plan by and between the City of Kenosha and the Town of Bristol. This document was prepared by the Planning and Design Institute, Inc. and was just completed. We ask that it be reviewed prior to the hearing on July 14, 1999.

Please let me know if you have any questions.

Sincerely,

MICHAEL BEST & FRIEDRICH LLP

A handwritten signature in black ink, appearing to read 'William F. White', written over the printed name of the firm.

William F. White

WFW:jlb

cc: James W. Conway, Esq. (w/enc.)
Richard M. Czopp, Administrator, Town of Bristol (w/enc.)
Richard A. Lehmann, Esq. (w/enc.) (Hand Delivered)
Ray Forgiani, City of Kenosha Planning Department (w/o enc.)
James H. Baxter, III, Esq. (w/enc.)

e:\xfclient\18416\0017\jzb8414.doc July 12, 1999

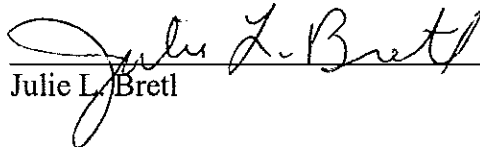
bcc: Patrick Meehan
Randy Kerkman

AFFIDAVIT OF MAILING

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

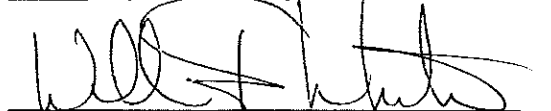
The undersigned, Julie L. Bretl, hereby swears and affirms that the following statements are true and accurate to the best of my knowledge:

1. I am a legal secretary in the law firm of Michael Best & Friedrich LLP.
2. On June 29, 1999 I personally mailed by first class mail copies of the attached Notice of Public Hearing to the Service List appended to that notice.
3. This mailing was accomplished as a part of my regular duties working with Attorney William F. White, Special Counsel to the Town of Bristol.


Julie L. Bretl

Subscribed and sworn to before me this

23rd day of February, 2000.


Notary Public, State of Wisconsin
My Commission: is permanent

*mailed to service list
on 6/29/99*

NOTICE OF PUBLIC HEARING

COOPERATIVE BOUNDARY PLAN AND AGREEMENT BETWEEN THE CITY OF KENOSHA AND THE TOWN OF BRISOL

Please take notice that at 7:00 p.m. on July 14, 1999, at the Town of Bristol Town Hall located at 198th Avenue and 83rd Street, the Town of Bristol Board of Supervisors will hold a joint hearing with representatives of the City of Kenosha concerning a revised draft of the "City of Kenosha/Town of Bristol Cooperative Plan and Agreement under Section 66.023, Wisconsin Statutes". Any person may comment on the Plan during the hearing and may submit written comments before, at, or within twenty (20) days following the hearing. Copies of the proposed Plan are on file with the Town Clerk, Town of Bristol, and may be viewed during regular business hours.

Mr. Ben Brancel, Secretary
Department of Agriculture
Trade & Consumer Protection
State of Wisconsin
P.O. Box 8911
Madison, WI 53708-8911

Mr. George E. Meyer, Secretary
Department of Natural
Resources
State of Wisconsin
P.O. Box 7921
Madison, WI 53707-7921

Mr. Charles H. Thompson,
Secretary
Department of Transportation
State of Wisconsin
P.O. Box 7910
Madison, WI 53707-0910

Ms. Ruth R. Gedwardt,
Secretary
Gateway Technical College
521-6th Street
Racine, WI 53403

Mr. David B. Falstad, Chairman
Southeastern Wisconsin
Regional
Planning Commission
916 N. East Avenue
P.O. Box 1607
Waukesha, WI 53187-1607

Randy Kerkman
Secretary
Community Development
Authority
P.O. Box 187
Bristol, WI 53104

Clerk
Racine County
730 Wisconsin Avenue
Racine, WI 53403

Mr. Arnold Clement
Racine County
Planning & Development
Director
14200 Washington Avenue
Sturtevant, WI 53177

Clerk
Village of Sturtevant
2801-89th Street
Sturtevant, WI 53177

Clerk
Town of Mount Pleasant
6126 Durand Avenue
Racine, WI 53406

Manager
Mount Pleasant Sewer Utility
6126 Durand Avenue
Racine, WI 53406

Clerk
City of Racine
730 Washington Avenue
Racine, WI 53403

Mr. Thomas H. White,
General Manager.
Water and Wastewater Utility
City of Racine
City Hall Annex
830 Center Street
Racine, WI 53403

Clerk
Village of Elmwood Park
3352 N. Elmwood Drive
Racine, WI 53405

Ms. Brenda J. Blanchard,
Secretary
Department of Commerce
State of Wisconsin
P.O. Box 7970
Madison, WI 53707-7970

Mr. George Hall
Municipal Boundary Review
P.O. Box 8933
Madison, WI 53708

O. Fred Nelson
Kenosha Water Utility
812-56th Street
Kenosha, WI 53140

**MINUTES OF JOINT PUBLIC HEARING
RESPECTING
CITY OF KENOSHA/TOWN OF BRISTOL
COOPERATIVE PLAN AND AGREEMENT
UNDER SECTION 66.023, WISCONSIN STATUTES
HELD ON
DECEMBER 16, 1998, AT 7:00 P.M.
AT THE KENOSHA COUNTY CENTER,
HIGHWAYS 45 AND 50, BRISTOL, WISCONSIN**

The Public Hearing commenced at 7:05 P.M. and closed at 7:40 P.M. Attorney William F. White of Michael, Best & Friederich, represented the Town of Bristol. James W. Conway, Kenosha City Attorney, represented the City of Kenosha. A "sign-in sheet", copy attached, indicates persons in attendance.

The Hearing was noticed by Class "3" Notice, published by both the City and Town, copies attached.

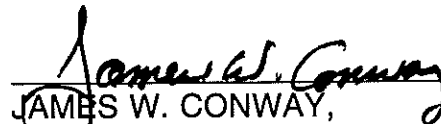
The Cooperative Plan and Agreement was on file in the City Clerk's Office and Town Clerk's Office for inspection and/or copying from December 2, 1998. The Cooperative Plan and Agreement is part of the Hearing record, along with the sign-in sheets and proofs of publication. A letter dated December 14, 1998, from Attorney James H. Baxter III, Quarles & Brady, representing the Village of Pleasant Prairie, copy attached, was also made part of the Hearing record. The record will remain open for twenty (20) days to provide for additional public comment through written submissions. Attendees were advised that written comments should be filed with either the City Clerk or Town Clerk.

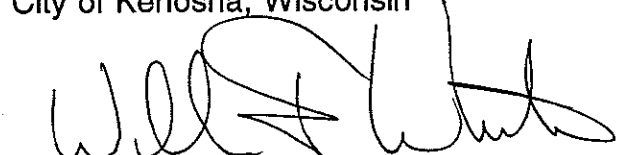
The Hearing was videotaped through the Kenosha Cable Coordinator.

Attorney White outlined the Cooperative Plan and Agreement and invited the attendees to ask questions or comment. There were three (3) persons who spoke.

- **Octave DuTemple** of Ben-Lay Farm complained that the Cooperative Plan and Agreement was not made available to all attendees, although he had procured a copy for himself.
- **Kenosha Mayor John M. Antaramian** responded by offering to provide copies to interest citizens.
- **Melvin Mattner**, 13323 - 60th Street, Bristol, was the only citizen to comment on the Cooperative Plan and Agreement. Mattner, who insists that his property has been devalued due to the Airport

Protection Ordinance, was furious about the Agreement, considering it another attempt by the government to infringe on his rights. He said that he wants nothing to do with the City. "This is not democracy. It's communism. This document is nothing more or less than political rape," he said. Mattner later added, "It wasn't good enough that the airport expansion terrorized us. What they couldn't achieve with that, they'll achieve with this growth area." Mattner finished his comments saying, "They give you the illusion you have 30 years. You have 30 nothing. It stinks. It's rotten. You guys have no right doing this to American citizens." He then criticized the City for not purchasing property he claims was devalued by the Airport Protection Ordinance.


JAMES W. CONWAY,
City Attorney,
City of Kenosha, Wisconsin


WILLIAM F. WHITE, Attorney
Michael, Best & Friedrich

PLEASE SIGN IN!

BRISTOL AND KENOSHA BOUNDARY AGREEMENT PUBLIC HEARING.

July 14/1999

AT BRISTOL TOWN HALL

<u>NAME</u>	<u>Address</u>
Matthew Belen (Charles Belen)	~~Co. St.~~
Martin & Kelly Fox	4609-42 nd St Kenosha
Chris + Melania Bundy	13627-60 th St Bristol
Buddy Julius	104 E MASON ST. #821 414 273-1242 MILWAUKEE
DAN MOGAARD	6720-18 th Ave Bristol 53202 53704
Mary Jane Cityro	Kenosha News
Don Carol + Amy Winters	13609 60 th St
Anne Durkin	12912-75 th St
Karen Matthei	13323-60 th St
Muriel Polesch	9915 39 th Ave
James E Redmont	13533-75 th St Bristol WI 53104
Jan Arbet	12610-60 th St Kenosha 53141
Lou Fowles	15115 60 th St Bristol 53104
ROBERT M. KOZLOWSKI	1106 NO. CHICAGO AVE.
~~Mike Lemus~~	SO. MILWAU, WI. 53172
Mike Lemus	CITY OF KENOSHA DEPT. OF MANAGEMENT + CO. INC. (TOWN PLANNING)
PATRICK MURPHY	Charles & Brady 411 E. Wisconsin Ave. Milwaukee 53202-4497
James H. Boster III	

**MINUTES OF THE JOINT PUBLIC HEARING
RESPECTING
CITY OF KENOSHA/TOWN OF BRISTOL
COOPERATIVE PLAN AND AGREEMENT
UNDER SECTION 66.023, WISCONSIN STATUTES
HELD ON
JULY 14, 1999, AT 7:00 P.M.
AT BRISTOL TOWN HALL**

The Public hearing commenced at 7:00 P.M. Attorney William F. White appeared as special counsel for the Town of Bristol. James W. Conway appeared as City Attorney for the City of Kenosha. Ray Forgianni appeared as Principal Planner for the City of Kenosha. A "sign-in sheet", a copy of which is attached, indicates the people in attendance.

The hearing was noticed by Class "3" Notice, published by both the City and Town. A copy of the proposed draft plan has been on file and available for inspection at the Town and City Clerk's offices.

Purpose of the meeting is to hold a public hearing on the draft of the City of Kenosha / Town of Bristol Cooperative Plan and Agreement created under section 66.023 of Wis. Stats. The first public hearing was held on December 16, 1998. Subsequent to that time, the Master Plan was proposed. This second hearing is to obtain input on that document.

The record will remain open for twenty (20) days to obtain written comments, which comments are to be submitted to the City or Town Clerk. The hearing record will include comments made at this meeting and any written comments received after the hearing. It will also include the Notice of Hearing, Affidavit of Publication, and correspondence transmitting the Notice of Hearing to the affected municipalities and planning organizations. No earlier than sixty (60) days from the date of this meeting the Plan will be submitted to State. Final review rests with the State Department of Administration.

The hearing was videotaped, a copy of which is available from either Attorney Conway or Attorney White.

Attorney White outlined aspects of the Plan as follows.

Attorney White demonstrated on a map the extent of the City Growth Area. Under the terms of the agreement, for a period of 30 years, the property owners in that area may attach their property to the City without objection by the Town. At the end of 30 years any properties not previously attached will automatically become a part of the City of Kenosha. The line delineating the City Growth Area will then mark the

permanent boundary line between the City and Town. Attorney White outlined the benefits of this process as opposed to annexation and gave a brief overview of the process leading up to the current draft.

The City, through its water utility, has agreed to provide sewer and water services to the Town outside the City Growth Area, in the area called the Town Service Area, by a separate sewer and water agreement which is attached to the Cooperative Plan. During the 30 years in which the attachments to the City occur, the City will not contest land divisions outside the City Growth Area and the Town will not contest land divisions inside the City Growth Area. Similarly, City will not exercise extraterritorial zoning authority outside the City Growth Area.

The procedure for attachment of property to the City is not an annexation procedure but will allow the City latitude as to accepting attachments which will allow orderly and economical extension of sewer and water service to land within the Growth Area.

During the 30 year period the Town will apply City ordinances in that area with the intention that the nature of development be to city standards. The City will not apply growth management tools outside the area. Building codes and municipal code provisions will apply within the area.

The Town and City agree to enter into storm water management discussions that could lead to a Storm Water Management District with fair and equitable payment for any improvements necessitated by that. The Town will remain responsible for storm water management as long as Town lands have not been attached to the City that are within the City Growth Area.

Portions of the agreement refer to statutory sections, and referenced existing studies re: housing patterns and needs, recognized environmental studies, but this is not intended to adopt any plan except through a separate process.

There will be periodic conferences at least every six months, and the parties have negotiated amendment process to allow for changing circumstances. There is a revenue sharing provision which will allow over a five year period a diminishing amount of tax remittance to allow the Town to cushion the loss of tax base. They have allowed for the possibility that the Town may wish to incorporate. The City has agreed that as long as it's within the western portion of the township, the City will not contest that area as long as it is in conformity with the statutes. They have agreed to establish a street access plan for properties along Highway 50 to account for growth patterns and manage traffic as

development occurs. It is intended that the parties can enforce the terms as a contract.

Attorney Conway presented a background of the Agreement and reviewed the changes between Plan 1 and 2 as follows:

The City has had Section 66.30 Cooperative Agreements with Pleasant Prairie and the Town of Somers and what they are doing with the Town of Bristol is similar in nature.

When Pleasant Prairie became incorporated, the City of Kenosha took over, by agreement, a large portion of land from Pleasant Prairie which would compensate the City for the loss of city growth area and would allow Pleasant Prairie to incorporate. The City is now adjacent to Bristol and they are looking for a city growth area. They are dealing with a new statute that gives more planning potential and provides for greater cooperation between the municipalities. This is a new way to stop the border wars and provide city sewer and water services so that towns don't have to create more water plants and sewer treatment plants. Now that the City is contiguous to the Town of Bristol, if this agreement didn't exist, technically the City would have unlimited annexation potential. The City has agreed to limit the ability to annex into Bristol to allow Bristol to engage in street and infrastructure planning. This allows the Town to plan for its future and provides for joint master planning.

Following the last public hearing, there was a twenty day period for submission of comments. Comments were received and the Plan was amended. Pleasant Prairie asked that the maps be amended regarding the defining of the supervised drainage area for which they have jurisdiction per prior agreements with Bristol, and they made those amendments. They were asked by the County Planning Agency to not go forward until they had a defined master plan and they have now developed the Master Plan. Technical language changes were made which indicated that they did an environmental and housing evaluation before going forward with the agreement. There was an issue between the County and Bristol regarding Bristol having its own Town zoning in certain areas which are not in the City Growth Area, taking them out of County zoning. It was decided that Bristol could resolve that with the County other than by creating Town zoning. It was found that certain farm land areas and environmental areas could not be taken out of the County.

This is the first public hearing on the Master Plan. Before the Master Plan will be adopted, it will go through the City Plan Commission and Common Council and there will be additional public hearings.

Ray Forgianni then discussed the Master Plan.

Mr. Forgianni reviewed the planning maps and indicated areas such as those to be designated as open space, wetlands, an area along I-94 for small or large scale business with the ability to use upper floors for residential purposes, an area to be preserved for existing residences, a single family residential area, multi-family, and a higher density housing area which will need a higher level of improvements, which improvements are to be made by the developer. Also shown was an anticipated street pattern grid. Infrastructure must be determined early on as to capacity and to where it will be located. Related to that issue a map of basic minimum street pattern or major routes for the utility systems was reviewed. The plan is advisory and a guide to decisions. Conditions can change, however, the major route street plan will officially be mapped on the official street map and the street reservations will be made. Therefore buildings cannot be located in those street right-of-ways. This is a guarantee and protection to property owners.

In addition, there are two alternatives – 1) a golf course community on the eastern side predominantly on land the Township presently owns; 2) the Strawberry Farm, which shows a golf course or similar community to be located there. These alternatives fit within the street pattern as planned.

The last map demonstrated treatment of public space.

The City Plan Commission uses the Plan a guide. The Commission will look at the Plan prior to making any change or approving any proposed rezoning.

The following are comments receiving from attendees:

- **Dawn Mattner**, 13323 60th Street, Hwy K, asked about the approximate main street designations on the main road map. Response by Mr. Forgianni – They located streets where there are no buildings, but this is not based on the grid that extends across the county.
- **Matt Balen** (representing his son who lives on 60th St.), 1407 Dupek Drive, Wadsworth, IL. His concern is over the airport overlay plan and the fact that his son cannot make an improvement on his property or rebuild if it burns down. He is also concerned about the inability to sell the property due to the inability to build. He blames County zoning which allowed people to build in those areas. He suggested the County or State buy out the owners in the overlay zone and put the high tension wires underground so the planes could come in lower to the ground.

- **Cindy Bundy**, 13627 60th St.. She inquired about the institutional area which lies in the airport overlay zone and wanted information about what is planned for the area. She also stated that the area runs through the middle of her property and wanted to know if the tax base will be split and if her land will be preserved. Response by Mr. Forgianni – the line on the map indicates a portion of the airport overlay. The Plan suggests that the district be pulled back. Because of the restriction, the institutional area will be open space, parks, schools or churches. A prison would not be appropriate. Ms. Bundy then inquired about the split of her property, the road running behind her property which would restrict her use, and about City zoning taking effect in the area and the effect of that upon residents' ability to keep animals on their property. Response by Mr. Forgianni – The owners are grandfathered in as agricultural property. When the area develops, it would require sanitary sewer and water service, not septic and holding tanks. They expect it would develop in a sensible manner rather than leapfrogging. Response by Attorney White - As far as building permits, it will be on a case by case basis. Ms. Bundy then asked about the shrinking of the airport overlay. She feels that some property owners can still develop their property, while she cannot and wants to know why the line was placed where it was. Response by Attorney Conway - In 1996, although the ordinance was found to be legal, they decided to look at the comments and determine whether to pull back on the area. The amendments to the ordinance were drafted based on the protection of the airport, not based on property development. Response by Mr. Forgianni - Because the airport overlay is based on arithmetic and not on how the land is subdivided it does cross properties. If there is a proposed street behind the home, it is positioned there so that if someone develops the property, there will be access available. The road will not go in until it is needed. Response by Attorney Conway - Residents' property will be split as far as City/Town or subdivided only at the resident's request. Within the 30 year period, property cannot be attached to the City without the owner's consent. At the end of 30 years, anything not yet brought in will be brought into the City.
- **Dawn Mattner**—Inquires whether the planned roads divide her property. Response by Attorney White - The roads are not drawn by metes and bounds. Where they will actually occur will depend on whether you are the developer or whether you sold your property or whether you consented to the location of the road. A seller should refer a prospective buyer to the Town Hall for inquiries.
- **Kelly Fox**, 4609 42nd Street, Kenosha. Ms. Fox is a Bristol property owner in the enlarged airport overlay area and is interested in the airport overlay being reduced. She wanted to know if the Towns of Bristol, Somers, Pleasant Prairie and Paris need to send a letter to the City of Kenosha in order to reduce the overlay. Response by Attorney Conway - They did receive a letter from Pleasant Prairie, but did not receive any from the others. It is the Mayor's position that they need to send a letter and the Mayor will then put it on the Common Council agenda. Ms. Fox then suggested that the current homeowners be grandfathered in so that they will be able to build on their

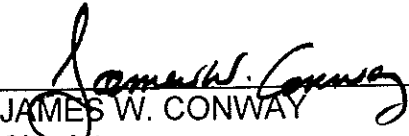
property. Response by Attorney Conway - With the new ordinance, the property owner would be allowed to build as long as they provide an aviation easement stating that they would hold the City harmless for overhead noise. The towns are not approving the amendment since they oppose the overlay ordinance in its entirety.

- **Cindy Bundy** – Ms. Bundy is concerned about not being able to build on her land or add additional animals. Because of the zoning change they are now non-conforming and she feels this is unfair. She feels the current residents do not fit in with the Plan and do not support it. Response by Mr. Forgianni - He feels development will occur, but the Plan will make it orderly. Response by Attorney White - The advantage of the Plan is that it occurs over a thirty year period during which the property owners have a choice of whether to go into the City. Kenosha is going to be the only authorized sewage treatment facility in the area and development pressures have increased and municipalities are trying to guide the pressures. Response by Attorney Conway - There is a lot of development pressure in the area, which development will occur whether there is an Agreement or not. This enables this to be accomplished on an orderly basis. We can't stop developers from buying land or petitioning for annexation. Without the Plan the developers will be in control of the quality of development.
- **Dawn Mattner** – Inquired why the property owners were not bought out by the City or developers.
- **Matt Balen** – Inquired as to who pays for the sewer and water in the new developments. Response by Attorney Conway - The city does not subsidize development. This must be done by the developer. The developer, however, is not required to pay for improvements that do not improve their development, so every penny is not recovered, but anything that benefits the development the developer must supply.
- **Cindy Bundy** – Inquired about the sewer and water going around the arterial roads, 60th St., Hwy. 50. Response by Fred Nelson - The major sewer lines will go in the center of the property and the developers will develop off of that line. The major water main will traverse around the loop road and they will branch off of that loop road.
- **Kelly Fox** – Asked what would happen if the Towns won't sign the letters of support or if the owners won't sign the Navigation Easement. Response by Attorney Conway - The only time the property owner would have to sign the Navigation Easement is if they needed to rebuild. Legally the City can move forward and don't need the Towns' permission to amend or reduce the overlay area. The reduction in area must be made before the Master Plan can be implemented. Attorney Conway would like this resolved by the first of the year. However, it is a political process and he doesn't control it. This doesn't mean the

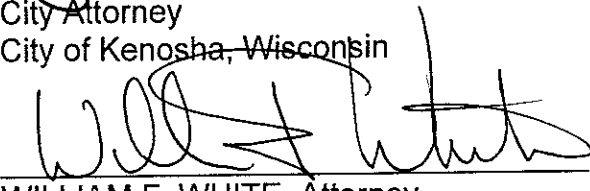
airport ordinance will be resolved by the time state approval is obtained. The agreement could be submitted without the Master Plan being adopted.

- **Dick Lehmann** (representing the Kenosha County Land Use Agency), 1 S. Pinckney St., Madison, WI. The Kenosha Co. Land Use Planning Agency will submit written comments on the Plan. Mr. Lehmann requests clarification in writing as to intent on the following points. 1) There is a discrepancy as to the total area to be included in the Agreement and Cooperative Plan, which deals with Attachment C which is a new map and the first page of Attachment F, which has a reference to Map F-1, and which describes the Town Service Area extending southward only to North of Hwy C. This is different as compared to the drawing on the next page. Is North of Hwy. C no longer applicable? 2) Regarding the city assumption of zoning responsibilities in the city growth area – a) When will the city take over zoning responsibility in the City Growth Area; b) What zoning districts are the City proposing to apply in the area, since the county will continue to have zoning jurisdiction of the Town area abutting the City Growth Area on the west and south? Also, when will they be informed as to this? c) There is to be County zoning in the City Growth Area prior to attachment to the City – please clarify. He does not know of any area in which the county retains zoning jurisdiction within the city throughout the city. What is the continuing County zoning jurisdiction to be? d) Regarding land use planning and zoning in the City Growth Area he has black and white copies of the PDI drawings and requests one copy of the color versions of the consultant drawings by the middle of the following week. 3) Regarding the status of the planning documents - Is it correct that the land use plan for the City Growth Area will be adopted by the City alone or also the Town board? Also what is the timetable for adoption of the Plan? 4) Regarding land use planning for the remainder of the land beyond the City Growth Area - The public hearing draft is not a land use plan for this area. Is there intended to be a land use plan for the land beyond this area? Is the land use plan included by reference in this Plan? Response by Attorney White - We already have a land use plan and it will be cross-referenced in this Agreement. 5) If there is no modification of the land use plan for the remainder of the area, why include the remainder of the Town in this agreement? 6) What does the Town board or City expect by way of land use services over and above those provided by Kenosha County to help support the land use and service components of this agreement for that remainder area? 7) With respect to the attached 1997 agreement under stat. 66.30 is it the intent of the parties to include the content of that agreement within this agreement or is that just referenced as a separate standing agreement? Response by Attorney Conway - It is not incorporated. Response by Attorney White - If they wanted to amend the sewer and water agreement which is not directly with the City of Kenosha, they do not want to have to go back to the State to change service areas or the location of water mains, etc. For that reason, it is legally separate. Attorney White requested that the questions be submitted in writing.

Attorney White indicated there would be a twenty (20) day period following this hearing to submit comments. No earlier than 60 days from the date of this hearing, a revised Plan will be submitted to the State for review. It is not anticipated that there will be another public hearing. The final document submitted to the State may have a summary sheet which may outline additional changes made in response to the comments received. All comments submitted in writing will be made a part of the record.



JAMES W. CONWAY
City Attorney
City of Kenosha, Wisconsin



WILLIAM F. WHITE, Attorney
Michael Best & Friedrich LLP

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July 16, 1999

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Via Facsimile # (608)-283-2275

RE: Bristol-Kenosha Cooperative Plan and Intergovernmental Agreement

Gentlemen:

At your request, I am restating the questions that I presented at last night's hearing conducted at the Bristol Town Hall, and repeating any requests that any answers that can be forthcoming be provided to me by the middle of next week when the Kenosha County Planning Agency will begin formulating its written, instead of going into the hearing, record.

1. Clarification of the area of the Town of Bristol that is included in this proposed agreement. I identified a discrepancy between the description of the area found in Attachment C and a description of the Town Service Area contained in the fourth paragraph of page F-1.
2. With respect to the City Growth Area, I requested colored graphics for all the sheets in the PDI report. I also requested identification of the zoning that the City proposes to apply in the City Growth Area.



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3. I requested clarification of the intent of the parties who proposed to enter into this agreement as to when City zoning will be applied to the City Growth Area and what types of county zoning jurisdiction are contemplated to continue to be in force in the City Growth Area prior to attachment of lands within that area of Kenosha.

4. I asked whether the contracting parties intend to have the land use plan for the City Growth Area adopted by the appropriate bodies of Kenosha and Bristol prior to submission of this plan to the state.

I also requested identification of the magnitude of development as contemplated in this draft land use plan: how many dwelling units, how many square feet of non-residential development. Since the County will be responsible for providing some of the transportation services, including routes for school busing, the County would like, and we believe is entitled to this information.

5. We asked whether the Town land use plan as it applies in the Town Service Area is intended to be a part of this cooperative plan, linked to it by clear cross reference and adopted by the contracting parties.

If the contracting parties are not adopting a land use plan for the town service area, why include most of the remainder of the Town beyond the City Growth Area in this agreement?

6. Finally, we asked whether the 66.30 agreement dealing with sewer and water services is included as part of this 66.023 Agreement? We were informed that it was not. In light of that answer, we ask, where, within the body and content of the 66.023 Agreement, is there a detailing for the provision and scheduling of services?



Boardman, Suhr, Curry & Field LLP

Attorney James Conway

Attorney William F. White

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Thank you for your attention to these requests.

Sincerely yours,

BOARDMAN, SUHR, CURRY & FIELD LLP

Richard A. Peimann

RAL/sc/kk

cc: George Melcher

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August 3, 1999

Via Hand Delivery

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Counsel, Town of Bristol
c/o Michael, Best & Friedrich
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Via Facsimile and U.S. Mail

Attorney James W. Conway
City Attorney, City of Kenosha
Municipal Building
625 52nd Street
Kenosha, WI 53140

RE: Cooperative Agreement between the
Town of Bristol and the City of Kenosha

Dear Attorneys White and Conway:

The following are the comments of the Kenosha County Planning Agency on the Public Hearing Draft dated 6/1/99 of the proposed Cooperative Plan and Agreement between the Town of Bristol and the City of Kenosha.

The current Draft removes the principal source of concern to the County that had been expressed in the comments of this Agency on the December 1998 draft. That concern dealt with the proposal found in the earlier draft to reduce County's zoning and land use jurisdiction in all parts of the territory covered by the proposed cooperative plan.



Attorneys White and Conway

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The new version represents a significant improvement in this respect. Our opposition will again be heard if reductions in County land use authority were to re-appear in the agreement.

We are concerned, to a lesser degree, with the lack of clarity in the description of how County zoning jurisdiction will change in the City Growth Area prior to attachment of those lands to the City of Kenosha.

Section 12.02.1 of the Public Hearing Draft says that "any County Zoning Ordinance applicable to the City as a whole, as such ordinances exist from time to time; for example, shoreland and wetland ordinances and public health ordinances." We are not aware that county zoning ordinances dealing with shorelands and wetlands apply to the City as a whole. We recommend that the Draft be amended to say the following:

The status of land use regulation, including all manner of zoning and land subdivision regulation and sanitary code, in the City Growth Area will be as follows:

1. The first step shall be completion of a land use plan by the City for the City Growth Area. Completion of this plan shall include involvement and consultation with the County Planning Agency, followed by adoption of such plan by the City Plan Commission and the Common Council.
2. Next, enactment or amendment of City ordinances. The City may assert City zoning and land subdivision regulation authority over all or part of the City Growth Area while such area remains part of the Town. The effective date of such assertion of land use authority by the City shall be no less than 60 days from the date of adoption by the Common Council and notification of the Town Clerk and the County Planning Agency by registered mail of the adoption by the Common Council, unless the Town Board and County Planning Agency both consent to an effective date closer to the date of Common Council adoption.

Attorneys White and Conway

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3. City assertion of any manner of zoning authority over lands within the City Growth Area, when such lands are part of the Town, or after such lands have been annexed or attached to the City, shall be subject to Wisconsin Statute Section 59.692(7) dealing with continuation of shoreland and floodplain standards.
4. The County shall continue to apply, administer and enforce County land regulation programs, including zoning, and land subdivision regulations, within the City Growth Area until such ordinances are supplanted by duly adopted City ordinances specifically addressing zoning and land subdivision land regulation. The date for withdrawal of County zoning jurisdiction shall be the effective date of City takeover as described in Part 2 above.
5. Following notification to the County Planning Agency of adoption by the City Common Council of ordinances asserting City land use authority within all or part of the City Growth Area, the Common Council shall adopt and send to the County Planning Agency a resolution requesting the County to make available parcel files on all areas over which City regulatory authority is being asserted, with provisions of the resolution holding the County harmless with respect to liability, such resolution to be modeled on a comparable resolution adopted by the Village of Pleasant Prairie when that Village assumed regulatory jurisdiction over the former Town of Pleasant Prairie.
6. The County Planning Agency shall continue to apply the County sanitary code to all onsite waste disposal systems presently in place or proposed within the City Growth Area until a particular property has an immediate connection to a public sanitary sewer system.

Our second concern about this Draft deals with the failure of the draft to include adopted master plans for the areas included in the proposed Agreement and a sequence for the delivery of services to support those master plans. Absent agreed plans adopted by the contracting parties for land use and for public services, the other governments that relate to the same territory have no basis for knowing how they should relate to the intended land uses and provision of services. The draft proposed to be included in this Agreement with respect



Attorneys White and Conway
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to the City Growth Area shows amendments to the City of Kenosha Airport Overlay ordinance and districts, although such amendments have not been given formal consideration by applicable bodies within the City government, nor have they been adopted.

As another example of our concern, presently most of the lands within the City Growth Area are planned and zoned for agricultural use. Lands surrounding the City Growth Area are similarly planned, zoned and used for agricultural purposes, including one intensive agricultural operation immediately north of the City Growth Area. Designation of the City Growth Area signals that the area will convert to urban uses. The County has been provided with a planning report commissioned by the City showing several alternative layouts for urban growth within the City Growth Area. However, the Public Hearing Draft contains no commitment either by the City or by the Town or by both governments to any particular configuration of land use within the City Growth Area. Given this uncertainty, and given the absence of involvement by the County Planning Agency in the preparation of this report, the County faces serious dilemmas in knowing how it should plan land use in the areas of its jurisdiction beyond the City Growth Area.

The agreements that have been reached by Bristol and the City with respect to public services are principally contained in a separate agreement, the so-called "\$66.30 Agreement," that is not part of the proposed cooperative agreement under Wis. Stats. 66.023. It is the understanding of the County that the \$66.023 agreement will be supplement by \$66.30 agreements or amendments to the existing \$66.30 agreement dealing with public water, public sewer, and dealing with stormwater management.

The County requests amendment to the Public Hearing Draft, to have that Draft state clearly that the contracting municipalities will consult with and involve the County Planning Agency in dealing with stormwater management planning and service provision and in dealing with amendments to sewer and water plans and programs. The County was involved in an earlier study dealing with A Coordinated Sanitary Sewer and Water Supply System Plan for the Greater Kenosha Area, to the benefit of all interested parties.

As the city and town are well aware, the Kenosha Planning Agency has a long history of participation and involvement in the preparation of plans with the City, the villages and the towns throughout Kenosha County and desires to continue this level of participation and



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involvement, to the benefit of the County, the participating municipalities and the general public.

Very truly yours,

BOARDMAN, SUHR, CURRY & FIELD

By

A handwritten signature in black ink, appearing to read "R. A. Lehmann", written over the word "By".

Richard A. Lehmann, Special Counsel
Kenosha County Land Use Committee

RAL/kk

cc: Tom Gorlinski, Chair, Kenosha County Land Use Committee
George Melcher, Director, Kenosha County Department of Planning & Development
Frank Volpintesta, Kenosha County Corporation Counsel
Phil Evenson, Executive Dir., Southeastern Wisconsin Regional Planning
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James H. Baxter III, Counsel, Village of Pleasant Prairie
George Hall, Office of Land Information Services, Wisconsin Department of
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AUG 6 1999

August 3, 1999

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Re: **Comments of the Village of Pleasant Prairie on the Proposed Section
66.023 Agreement between the City of Kenosha and the Town of
Bristol**

Gentlemen:

This will summarize the comments of the Village of Pleasant Prairie on the public hearing draft (6/1/99) of the proposed Section 66.023 agreement between the City of Kenosha and the Town of Bristol:

1. The depiction of the boundary of the "Town Service Area" (which according to the definition of "Town Service Area" on page F-1 of the proposed agreement is the same as the boundary of the "Village Supervised Drainage Area" in the southeastern quadrant of the Town of Bristol) is highly inaccurate. A copy of Exhibit G from the 1997 Settlement and Cooperation Agreement between the Village of Pleasant Prairie and the Town of Bristol, depicting the Village Supervised Drainage Area, is enclosed. It is imperative that the boundary of the Town Service Area in the proposed Kenosha-Bristol 66.023 agreement exactly match the boundary of the Village Supervised Drainage Area because of existing agreements between Pleasant Prairie and Bristol, and between Pleasant Prairie and Kenosha, which establish various obligations and rights on the basis of that boundary, and because Pleasant Prairie and Bristol are obligated to negotiate

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and are in the process of negotiating their own Section 66.023 agreement with respect to the Village Supervised Drainage Area. Attachment C, Maps F-1 and F-2 and Attachment K of the proposed Kenosha-Bristol agreement should all be modified to correct this important boundary.

2. There is a typographical error in the third-from-the-last line of the legal description of the Village Growth Area appearing on page J-2 of the proposed agreement. The phrase "part of the SW ¼ of the SE ¼ of Section 25" should read "part of the SE ¼ of the SE¼ of Section 25."

3. With respect to the statement on page J-2 of the proposed agreement that a legal description of the Village Supervised Drainage Area will be attached, please note that Exhibit G to the 1997 Settlement and Cooperation Agreement between Pleasant Prairie and Bristol depicts the Village Supervised Drainage Area. The Village Supervised Drainage Area is based on topography. It is an area which drains to the Village. No legal description of the area has ever been prepared, and it would be exceedingly difficult and expensive to prepare such a description.

4. Section 13 of the proposed agreement provides for stormwater management within areas of the Town of Bristol that flow into the City of Kenosha. Section 24 of the proposed agreement provides that the Town and the City agree to negotiate, at some unspecified time in the future, a separate Section 66.30 agreement for the creation of a drainage district within an unspecified portion of the City Growth Area and the Town Service Area. Much of the Town of Bristol drains to the Village of Pleasant Prairie, and the Village has had a great deal of difficulty in the past with stormwater received from the Town. There should be no implication in the proposed agreement that the Village's concerns and rights with respect to stormwater flowing from the City or the Town to the Village are controlled by any agreement to which the Village is not a party. To clarify the scope of Section 24, the following sentence should be added at the end: "Such agreement will address stormwater management in the portions of the City Growth Area and the Town Service Area that drain to the City." If this clarification is not satisfactory to the parties, the Village may have serious concerns about the provisions of the proposed agreement relating to the proposed handling of the stormwater that affects the Village.

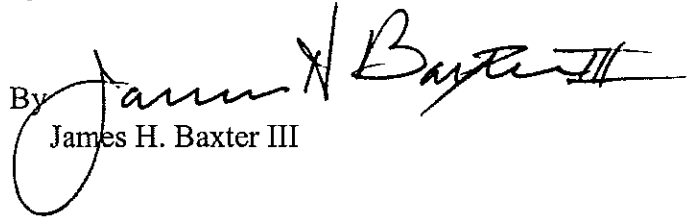
5. With respect to the Town Service Area, which extends well beyond the area potentially influenced by the proposed boundary changes, the proposed agreement is clearly not intended to be exclusive. Very little of the proposed agreement is addressed to the Town Service Area. The way Section 66.023 is structured, however, an implication of exclusivity could conceivably arise. There should be an express statement that the mere existence of the proposed

Mr. James W. Conway
Mr. William F. White
August 3, 1999
Page 3

agreement is not intended to imply any limitation on the rights of the Village or other municipalities directly affected by conditions or circumstances within the Town. The mere existence of a Section 66.023 agreement between Kenosha and Bristol should not, for example, be any impediment to the Village enforcing common law rights relating to the handling of stormwater, or to the Village and the Town negotiating a Section 66.30 agreement with respect to the management of stormwater flowing to the Village, or any other actions the Village may need to undertake relative to Bristol to protect its own interests and those of its citizens.

Very truly yours,

QUARLES & BRADY LLP

By 
James H. Baxter III

JHB:brm

cc: Michael R. Pollocoff

411 East Wisconsin Avenue
Milwaukee, Wisconsin 53202-4497
414/277-5000
FAX 414/271-3552
<http://www.quarles.com>

Attorneys at Law in
Milwaukee and Madison, Wisconsin
West Palm Beach and Naples, Florida
Phoenix, Arizona

AUG 05 1999



Writer's Direct Dial:
414/277-5331
e-mail: jhb@quarles.com

August 4, 1999

Mr. James W. Conway
City Attorney
City of Kenosha
625 - 52nd Street
Kenosha WI 53140

Mr. William F. White
Michael, Best & Friedrich
One South Pinckney Street
P. O. Box 1806
Madison WI 53701-1806

Re: **Village of Pleasant Prairie's Comments on the Proposed Section
66.023 Agreement between the City of Kenosha and the Town of
Bristol**

Gentlemen :

Enclosed is a copy of Exhibit G to the 1997 Settlement and Cooperation Agreement between the Village of Pleasant Prairie and the Town of Bristol, referred to in my letter of August 3, 1999, which depicts the boundary of the Village Supervised Drainage Area. I have attempted to locate a better copy for you, but this is the best I have. I will transmit this by facsimile, with hard copy to follow by regular mail.

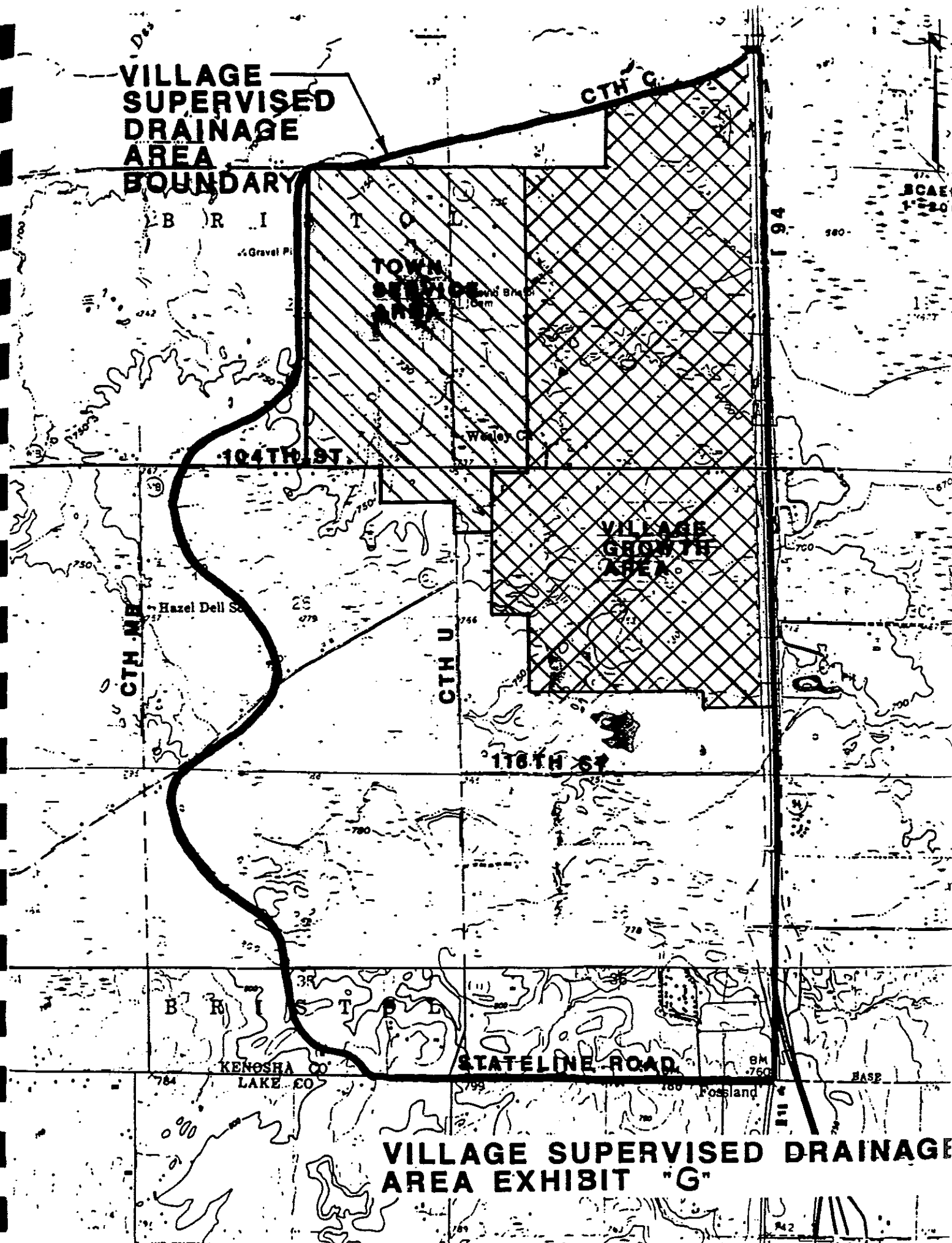
Very truly yours,

QUARLES & BRADY LLP

By 
James H. Baxter III

JHB:brm
Enclosure

VILLAGE SUPERVISED DRAINAGE AREA BOUNDARY



VILLAGE SUPERVISED DRAINAGE AREA EXHIBIT "G"

COPY

SOUTHEASTERN WISCONSIN REGIONAL PLANNING COMMISSION

916 N. EAST AVENUE • P.O. BOX 1607 • WAUKESHA, WISCONSIN 53187-1607 • **TELEPHONE (414) 547-6721**
FAX (414) 547-1103

Serving the Counties of: KENOSHA
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WALWORTH
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WAUKESHA



December 29, 1999

Mr. William F. White, Attorney
Michael Best & Friedrich
One South Pinckney Street
P.O. Box 1806
Madison, WI 53701-1806

Mr. James W. Conway, Attorney
City of Kenosha
625 52nd Street
Kenosha, WI 53140

Re: Kenosha/Bristol Cooperative Plan
SEWRPC No. CA-103-104

Dear Mr. White and Mr. Conway:

In accordance with the statutory charge to the Commission, the Commission staff has reviewed the City of Kenosha/Town of Bristol cooperative plan dated November 15, 1999, and prepared under Section 66.023 of the *Wisconsin Statutes*, and is hereby providing its review comments. Those comments focus on the relationship of the cooperative plan to the adopted regional plans for southeastern Wisconsin.

We understand that the territory covered by the cooperative plan is generally bounded by STH 50 on the south, CTH MB on the west, CTH K on the north, and IH 94 on the east. The cooperative plan includes a land use plan--in reality, a series of three alternative land use plans--for this area. Each of the alternative plans designates land for a mix of commercial uses, including office, retail, and service uses. Each alternative also envisions significant residential development. Two of the alternative plans include a "planned environmental development" area, which may include a golf course and compatible residential development.

The adopted regional land use plan envisions that portions of the subject plan area would be developed for retail and service or office use by the year 2020, as proposed in the aforementioned alternative plans. However, the regional plan envisions only limited residential development in the area--substantially less than is proposed in the alternative plans. The residential component included in each of the alternative plans represents an expansion of the development recommendations for the area as set forth in the regional plan. Should the mixed-use, commercial/residential development proposed in the alternative plans be endorsed by the City and Town and Kenosha County, it is likely that such development would be reflected in future refinements of the regional plan.

The area designated for urban development under each of the alternative plans extends beyond the Town of Bristol portion of the planned sanitary sewer service area tributary to the City of Kenosha sewage treatment plant, adopted as part of the regional water quality management plan. The sanitary sewer service area plan would have to be amended to include such areas to enable those areas to be developed with public sanitary sewers. Any such amendments would have to be prepared in accordance with the provisions of Chapter NR 121 of the *Wisconsin Administrative Code*. Given the current interest by the City of Kenosha, the Village of Pleasant Prairie, and the Towns of Bristol and Somers in amending

Mr. William F. White
Mr. James W. Conway
December 29, 1999
Page 2

the sewer service area plan, all parties concerned will have to work together to effect the necessary plan changes in one amendment action.

Certain lands in the subject plan area lie between the 65 DNL and 70 DNL noise contours identified for the Kenosha Regional Airport under the regional airport system plan as documented in SEWRPC Planning Report No. 38 (2nd Edition), *A Regional Airport System Plan for Southeastern Wisconsin: 2010*. The regional plan recommends that no new residential or lodging development be allowed in such areas. Each of the alternative plans for the subject area designates an airport overlay district which encompasses nearly all of the undeveloped land within the 65-70 DNL noise exposure area. The alternative plans preclude new residential development within that airport overlay district, consistent with the regional airport system plan recommendation for the 65-70 DNL noise exposure area.

Each of the alternative plans proposes to maintain the existing IH 94 frontage road system in subject plan area, consistent with the recommended frontage road system set forth in SEWRPC Community Assistance Planning Report No. 200, *A Land Use and Transportation System Development Plan for the IH 94 South Freeway Corridor*. That frontage road system would accommodate recommended year 2010 development conditions envisioned in the IH 94 South Freeway Corridor plan. However, the IH 94 South Freeway Corridor plan cautions that, if development in the corridor were to substantially exceed that envisioned in the recommended plan, a new four-lane divided arterial highway would be required west of IH 94 between STH 50 and STH 158. Accordingly, we would suggest that the City of Kenosha give appropriate consideration to such an arterial facility as final plans for the territory concerned are formulated.

We appreciate the opportunity to comment on the proposed cooperative plan. Should you have any questions regarding our comments, please do not hesitate to call.

Sincerely,

Philip C. Evenson
Executive Director

PCE/WJS/rj

cc: Mr. Allan K. Kehl, Kenosha County Executive
Mr. George E. Melcher, Director, Kenosha County Planning and Development
Mr. John M. Antaramian, Mayor, City of Kenosha
Mr. Nickolas Arnold, Administrator, City of Kenosha
Mr. O. Fred Nelson, Manager, City of Kenosha Water Utility
Mr. Ray Forgianni, Director of City Development, City of Kenosha
Ms. Shirley Davidson, Chairman, Town of Bristol
Mr. Rick Czopp, Administrator, Town of Bristol
Mr. Patrick J. Meehan, Planner, Town of Bristol

#1652 v1 - wfw ltr

TOWN OF BRISTOL
Regular Town Board Meeting
March 27, 2000

1. The regular semi-monthly meeting of the Bristol Town Board was called to order at 7:03 P.M. by Chairman Davidson. In attendance at the meeting were Supervisors Owens, Miller, Molgaard, Eide, Clerk/Treasurer Klemko, Administrator Czopp, and fourteen constituents.
2. The chair led in the pledge of allegiance to the flag.
3. Approval of Agenda: A motion was made by Supervisor Miller to approve the agenda and was seconded by Supervisor Eide. The motion was carried unanimously.
4. Approval of the minutes of March 13, 2000. A motion was made by Supervisor Molgaard to approve the minutes and was seconded by Supervisor Owens. The motion was carried unanimously.
5. Treasurer's Report: Treasurer Klemko read her report showing \$1,615,921.89 as the total checking account balance. A motion was made by Supervisor Miller and was seconded by Supervisor Molgaard. The motion was carried unanimously.
6. Approval of Bills: A motion was made by Supervisor Miller to approve the bills and was seconded by Supervisor Owens. The motion was carried unanimously.
7. Citizen's Comments: None
8. Chairperson's Comments: Chairman Davidson stated that she received a letter from Dan Farm who is working towards earning the Eagle Scout Achievement Award. He is requesting the Town Board's permission to build a park bench in the park near his home as a community service project. Chairman Davidson referred the matter over to DPW Randy Kerkman for his input on the idea. The Wisconsin Supreme Court will be holding court in Kenosha on April 5, 6, and 7, 2000. Chairman Davidson attended the Wisconsin Towns Association meeting in Whitewater on March 25, 2000 where she was certified for the Board of Review.
9. Supervisor's Comments: Supervisor Miller stated that the Parks and Recreation Board would like to improve the smaller diamond at Hansen Park, so that two games can be played simultaneously. The Progress Days Committee is now insured and fully incorporated.
Supervisor Molgaard received a letter stating that Pheasant Run landfill was given approval for their expansion project. And he hopes that they will still keep working on eliminating the odor problem.
Supervisor Eide gave an update on the speeding problems in Lake George. The Sheriff's Department has been monitoring the specific areas the past 2 weeks. In a

written report to Supervisor Eide they stated that only one violation had been issued at this time.

10. Administrator's Report: None

11. Department Reports:

- a. DPW Director Randy Kerkman gave his monthly report.
- b. Fire Chief Peter Parker gave his monthly report stating that fire and rescue calls have been increasing since last year. The Fire Department has been busy with the recertifying of ambulance and EMT department members.

12. Planning Commission Recommendations: None

13. New Business:

- a. David Donian the Town's Realtor was present to give an update on the Town's I94/50 Property. He received a letter of intent to purchase 2.225 acres along 122nd Avenue on March 24, 2000. A special meeting of the Town Board and CDA will be scheduled for April 3, 2000 at 6 P.M. to discuss this offer.
- b. Jon Greco president of American Land Development presented a Conceptual Design #5 and an update on the Bristol Lakes Development. A new design Concept will be ready for the Board to see in about 45 days.
- c. The Town's attorney William White presented an update on the City of Kenosha/Town of Bristol Cooperative Plan and Agreement. A Public hearing has been set for April 18, 2000 at 7 P.M. A motion was made by Supervisor Eide and was seconded by Supervisor Miller to approve Resolution NO. 7-00 City of Kenosha/Town of Bristol Cooperative Agreement Update and Set Public Hearing. On a roll call vote of Aye 5 and Nay 0 the motion was carried unanimously.
- d. A motion was made by Supervisor Miller and was seconded by Supervisor Eide to approve the Plan and Application for a Grant to fund a bicycle/pedestrian path in the Town of Bristol. The motion was carried unanimously.
- e. A motion was made by Supervisor Eide and was seconded by Supervisor Miller to approve the purchase of a used Sewer Vac/Jetter Truck for \$42,000. the motion was carried unanimously.
- f. A motion was made by Supervisor Eide and was seconded by Supervisor Owens to table the Eller Media Billboard Lease. On a roll call vote of Aye 4 and Nay 1 the motion was carried unanimously.

14. Unfinished Business:

- a. A motion was made by Supervisor Miller and was seconded by Supervisor Owens to remove from table on 3/13/2000 the Sewer Rates for UD3 and UD4. The motion was carried unanimously.
A motion was made by Supervisor Eide and was seconded by Supervisor Miller to adopt Resolution NO. 8-00 regarding the Sewer Rates for UD3 and UD4. On a roll call vote of Aye 5 and Nay 0 the motion was carried unanimously.

15. Communications and Announcements: The date for the Annual meeting is April 11, 2000 at 7 P.M. Chairman Davidson read the building permit report for the month of March totaling \$681,020.00 in use value permits.

16. Adjournment: The meeting was adjourned at 8:45 p.m.

Respectfully submitted,

Amy E. Klemko, Clerk/Treasurer

Pierce to adopt Resolutions 44-00 through 47-00 (items 26 through 29).

On roll call vote, motion carried unanimously and said resolutions were thereupon adopted as follows:

RESOLUTION NO. 44-00

BY: THE MAYOR
TO AUTHORIZE THE MAYOR, AND/OR HIS DESIGNEE, TO HOLD A JOINT PUBLIC HEARING WITH REPRESENTATIVES OF THE TOWN OF BRISTOL RESPECTING "CITY OF KENOSHA/TOWN OF BRISTOL COOPERATIVE PLAN AND AGREEMENT UNDER SECTION 66.023, WISCONSIN STATUTES", ON APRIL 18, 2000, 7:00 P.M., AT THE CITY OF KENOSHA MUNICIPAL BUILDING, LOCATED AT 625 - 52ND STREET, ROOM 204, KENOSHA, WISCONSIN.

BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that the Mayor and/or his designee, be authorized to hold a Joint Public Hearing with representatives of the Town of Bristol respecting "City of Kenosha/Town of Bristol Cooperative Plan and Agreement under Section 66.023, Wisconsin Statutes", on April 18, 2000, at 7:00 P.M., at the City of Kenosha Municipal Building, located at 625 - 52ND Street, Room 204, Kenosha, Wisconsin.

BE IT FURTHER RESOLVED that any person may comment on the plan during the hearing and may submit written comments before, at, or within twenty (20) days following the hearing. A copy of the proposed plan is on file with the City Clerk, City of Kenosha, and Town Clerk, Town of Bristol, and may be viewed during regular business hours.

Adopted this 3rd day of April, 2000.

APPROVED:
JOHN M. ANTARAMIAN, MAYOR
ATTEST:
JEAN A. MORGAN, CITY CLERK

27. RESOLUTION NO. 45-00
BY: THE MAYOR
APPROVING AN AMENDMENT TO THE FINAL PLAT OF CORNERSTONE SUBDIVISION

WHEREAS, the Common Council of the City of Kenosha, Wisconsin approved a final plat for Cornerstone Subdivision on June 3, 1996 per Resolution No. 71-96; and

WHEREAS, the owner has requested that the plat be amended by vacating a part of the storm water drainage and management

area easement on Lots 4 and 5 of the final plat; and

WHEREAS, said storm water drainage and management area easements are not required;

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin that the platted storm water drainage and management area easement be vacated as shown on the plat of survey for Cornerstone Subdivision dated January 12, 2000.

BE IT FURTHER RESOLVED that the amended plat of said subdivision showing the vacated easement be and the same hereby is in all things approved and the City Clerk be and hereby is ordered to attach to the plat the seal of the City of Kenosha and sign her name as City Clerk to the certificate of approval of said plat amendment subject to the following conditions:

1. Payment of all applicable fees as required in Chapter 17 of the Code of General Ordinances.
2. Payment of all unpaid taxes and special assessments prior to recording as required by Section 17.05 C. of the Code of General Ordinances. Owner shall provide the Clerk-Treasurer a certificate from the County Treasurer that there are no unpaid real estate taxes or special assessments.
3. Applicant shall obtain all required State approvals.
4. Subdivision shall be submitted to the City Clerk within 30 days of Common Council or State approval, whichever occurs last, or the plat shall be null and void.
5. Applicant shall provide the Department of City Development with a recorded copy of the plat.
6. Compliance with all preceding conditions as a prerequisite for authorizing the City Clerk and Mayor to sign the plat.

Adopted this 3rd day of April, 2000.

APPROVED:
JOHN M. ANTARAMIAN, MAYOR
ATTEST:

JEAN A. MORGAN, CITY CLERK

28. RESOLUTION NO. 46-00
BY: MAYOR ANTARAMIAN
TO AMEND THE CITY OF KENOSHA CAPITAL IMPROVEMENT PROGRAM BY INCREASING LINE C096-001, 13TH AVENUE 18TH STREET - 13TH STREET FOR AN INCREASE TO THE CITY'S SHARE OF \$146,000 AND BY DECREASING LINE C093.

RESOLUTION NO. 7-00

TO AUTHORIZE THE TOWN CHAIRMAN, AND/OR HER DESIGNEE, TO HOLD A JOINT PUBLIC HEARING WITH REPRESENTATIVES OF THE CITY OF KENOSHA RESPECTING "CITY OF KENOSHA/TOWN OF BRISTOL COOPERATIVE PLAN AND AGREEMENT UNDER SECTION 66.023, WISCONSIN STATUTES", ON APRIL 18, 2000, 7:00 P.M., AT THE CITY OF KENOSHA MUNICIPAL BUILDING LOCATED AT 625 52ND STREET, ROOM 204, KENOSHA, WISCONSIN

BE IT RESOLVED by the Town of Bristol Board of Supervisors, Bristol, Wisconsin, that the Chairman and/or her designee, be authorized to hold a Joint Public Hearing with representatives of the City of Kenosha respecting "City of Kenosha/Town of Bristol Cooperative Plan and Agreement under Section 66.023, Wisconsin Statutes", on April 18, 2000, at 7:00 P.M., at the City of Kenosha Municipal Building, located at 625 52nd Street, Room 204, Kenosha, Wisconsin.

BE IT FURTHER RESOLVED that any person may comment on the plan during the hearing and may submit written comments before, at, or within twenty (20) days following the hearing. A copy of the proposed plan is on file with the City Clerk, City of Kenosha, and Town Clerk, Town of Bristol, and may be viewed during regular business hours.

Adopted this 27th day of March, 2000.

ATTEST: Amy E. Wernke Town Clerk

APPROVED: Shirley Davidson Town Chairman Date: 3-27-2000

**NOTICE OF PUBLIC HEARING
RESPECTING CITY OF KENOSHA/TOWN OF BRISTOL
COOPERATIVE PLAN AND AGREEMENT
UNDER SECTION 66.023, WISCONSIN STATUTES**

PLEASE TAKE NOTICE that there will be a Joint Public Hearing held by representatives of the City of Kenosha and Town of Bristol respecting "City of Kenosha/Town of Bristol Cooperative Plan and Agreement under Section 66.023, Wisconsin Statutes", on Tuesday, April 18, 2000, at 7:00 P.M. at the City of Kenosha Municipal Building, Room 204, 625 - 52nd Street, Kenosha, Wisconsin 53140.

TAKE FURTHER NOTICE that any person may comment on the plan during the hearing and may submit written comments before, at, or within twenty (20) days following the hearing. A copy of the proposed plan is on file with the Clerk, Town of Bristol, 8301 198th Avenue, Bristol, Wisconsin 53104, and with the Clerk, City of Kenosha, 625 52nd Street, Kenosha, Wisconsin 53140, during normal business hours.

Amy E. Klemko

Amy Klemko
Town Clerk/Treasurer

Published: March 24, 2000
March 31, 2000
April 7, 2000

To be published as a Class 3 Notice

COPY OF NOTICE

**NOTICE OF PUBLIC HEARING
RESPECTING CITY OF
KENOSHA/TOWN OF BRISTOL
COOPERATIVE PLAN AND
AGREEMENT UNDER SECTION
66.023, WISCONSIN STATUTES**
There will be a joint Public Hearing
held by representatives of the
City of Kenosha and Town of
Bristol, respectively, City of
Kenosha/Town of Bristol Cooperative Plan and Agreement under
Section 66.023, Wisconsin
Statutes, on Tuesday, April 18,
2000 at 7:00 P.M. at the City of
Kenosha Municipal Building,
Room 204, 625 52nd St.,
Kenosha, WI 53140.
TAKE FURTHER NOTICE that any
person may comment on the
proposed plan and agreement and
submit written comments be-
fore, at, or within twenty (20)
days following the hearing. A
copy of the proposed plan is on
file with the Clerk, Town of Bris-
tol, 3801 398th Avenue, Bri-
stol, WI 53104, and with the
Clerk, City of Kenosha, 625
52nd St., Kenosha, WI 53140,
during normal business hours.
Amy Klenko
Town Clerk/Treasurer
Published: March 24, 31, 2000
April 7, 2000

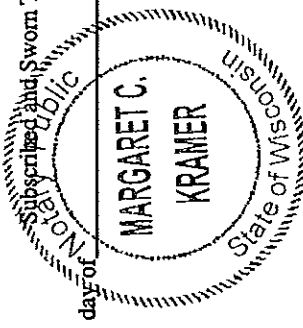
STATE OF WISCONSIN } ss.
COUNTY OF KENOSHA }

Paul Spodick

Being duly sworn, on oath says, that he is one of the printers of THE KENOSHA NEWS, a daily newspaper printed and published in the City of Kenosha, County and State aforesaid, and that a notice, of which the annexed printed slip is a true copy, has been published in the said KENOSHA NEWS for the term of 3 weeks, once each week successively, commencing the 24 day of March, A.D. 2000, and ending April 7, A.D. 2000

Paul Spodick

Subscribed and Sworn To before me this 7 day of April, A.D. 2000



Margaret C. Kramer
Notary Public,

Kenosha, WI

My Commission expires June 1, 2003

**NOTICE OF PUBLIC HEARING
RESPECTING CITY OF
KENOSHA TOWN OF BRISTOL
COOPERATIVE PLAN AND
AGREEMENT UNDER SECTION
66.023, WISCONSIN STATUTES**

PLEASE TAKE NOTICE that there will be a Joint Public Hearing held by representatives of the City of Kenosha and Town of Bristol respecting "City of Kenosha/Town of Bristol Cooperative Plan and Agreement under Section 66.023, Wisconsin Statutes" on Tuesday, April 18, 2000, at 7:00 P.M. at the City of Kenosha Municipal Building, Room 204, 625 - 52nd Street, Kenosha, Wisconsin 53140. TAKE FURTHER NOTICE that any person may comment on the plan during the hearing and may submit written comments before, at, or within twenty (20) days following the hearing. A copy of the proposed plan is on file with the City Clerk, City of Kenosha, and Town Clerk, Town of Bristol and may be viewed during regular business hours.

WILLIAM A. MORGAN, City Clerk

Published:
March 24, 2000
March 31, 2000
April 7, 2000

COUNTY OF KENOSHA } ss.
STATE OF WISCONSIN }

Mark Onosko, Publisher

Being duly sworn, on oath says, that he is one of the printers of THE KENOSHA LABOR, a weekly newspaper printed and published in the City of Kenosha, County and State aforesaid, and that a notice, of which the annexed printed slip is a true copy, has been published in the said KENOSHA LABOR for the term of Three weeks, once each week successively, commencing the

DATE 24th day of March, A. D. 2000, and ending April 7th, A. D. 2000

[Signature]

SUBSCRIBED AND SWORN TO before me this 7th

day of April, A. D. 2000

No. of Lines 48

[Signature]
Notary Public

No. Insertions 3

Kenosha, Wis.

Printer's Fee, \$ 44.68

My Commission expires March 17, 2001



AFFIDAVIT OF MAILING

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

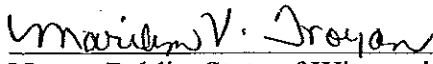
The undersigned, Julie L. Bretl, hereby swears and affirms that the following statements are true and accurate to the best of my knowledge:

1. I am a legal secretary in the law firm of Michael Best & Friedrich LLP.
2. On April 5, 2000 I personally mailed by first class mail copies of the attached letter and Notice of Public Hearing to the Service List appended to that notice.
3. On April 5, 2000 I personally mailed by first class mail copies of the attached letter and Notice of Public Hearing to the Clerks of Kenosha, Walworth, Waukesha, Racine, Ozaukee, Milwaukee, and Washington Counties and to the Executive Director of the Southeastern Wisconsin Regional Planning Commission.
3. This mailing was accomplished as a part of my regular duties working with Attorney William F. White, Special Counsel to the Town of Bristol.


Julie L. Bretl

Subscribed and sworn to before me this

11th day of May, 2000.


Notary Public, State of Wisconsin
My Commission: expires 10/20/02

One South Pinckney Street
P.O. Box 1806
Madison, WI 53701-1806
FAX (608) 283-2275
Telephone (608) 257-3501

Author: William F. White
Writer's Direct Line: (608) 283-2246
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Offices in:
Milwaukee, Wisconsin
Manitowoc, Wisconsin
Chicago, Illinois
(Michael Best & Friedrich LLC)

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April 5, 2000

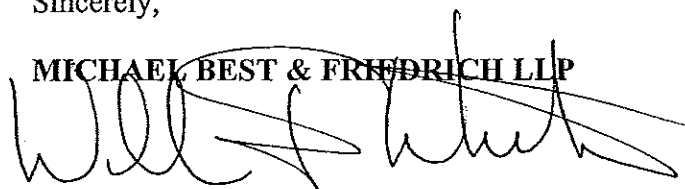
To attached distribution list

Re: Notice of April 18, 2000 Public Hearing Regarding the Cooperative Boundary Agreement between the City of Kenosha and the Town of Bristol

Enclosed please find a copy of a "Notice of Public Hearing Respecting City of Kenosha/Town of Bristol Cooperative Plan and Agreement Under Section 66.023, Wisconsin Statutes." The hearing is scheduled to be held on April 18, 2000 at 7:00 p.m. at 625 - 52nd Street, Kenosha, Wisconsin, 53140. Public comments on the Plan are welcome, but must be received by the clerk of any participating municipality before, at, or within 20 days following the public hearing. Copies of the entire Cooperative Plan, with attachments, are on file with the Clerk of the Town of Bristol, 8301 198th Avenue, Bristol, Wisconsin 53104, and with the Clerk of the City of Kenosha, 625 52nd Street, Kenosha, Wisconsin 53140, and are available for review during normal business hours.

Sincerely,

MICHAEL BEST & FRIEDRICH LLP



William F. White

WFW:tkk

cc: James W. Conway, Esq. (w/enc.)

Richard M. Czopp, Administrator, Town of Bristol (w/enc.)

E:\XF\CLIENT\18416\0017\TKK0070

SERVICE LIST

Ms. Jean Morgan, Clerk
City of Kenosha
625-52nd Street
Kenosha, WI 53140

Mrs. Lisa Stella-Bartholomew,
Clerk
8314-104th Avenue
Kenosha, WI 53142

Mr. George Melcher, Director
Kenosha County Planning &
Development
19600-75th Street
Bristol, WI 53104

Clerk
Village of Pleasant Prairie
9915-39th Avenue
P.O. Box 905
Pleasant Prairie, WI 53158-
0905

Clerk
District of Westosha
7730-242nd Avenue
Salem, WI 53168

Clerk
Bristol School District #1
19200-128th Street
Bristol, WI 53104

Clerk
Village of Silver Lake
113 S. First Street
Box 57
Silver Lake, WI 53170

Clerk
Salem Consolidated Grade
School
District #2
6800-243rd Avenue
Paddock Lake, Salem, WI
53168

Clerk
Wilmot Union High School
District
11112-308th Avenue
Wilmot, WI 53192-0008

Clerk
Riverview Joint School District
#1
P.O. Box 909
Silver Lake, WI 53170

Clerk
Silver Lake Village Hall
113 S. First Street, Box 57
Silver Lake, WI 53170

Clerk
Village of Paddock Lake
6969-236th Avenue
Paddock Lake, Salem, WI
53168

Clerk
Town of Brighton
1196-248th Avenue
Kansasville, WI 53139

Clerk
Union Grove High School
District
4822-57th Drive
Sturtevant, WI 53177

Clerk
Wheatland Center School
Joint District #1
7601-368th Avenue
Burlington, WI 53105

Clerk
Brighton Elementary School
District
1200-248th Avenue
Kansasville, WI 53139

Clerk
Town of Salem
9814 Antioch Road, Hwy. 83
P.O. Box 443
Salem, WI 53139

Clerk
Wilmot Grade School District
Box 25
Wilmot, WI 53192

Clerk
Trevor State Grade School
District #7
12725-257th Avenue
Trevor, WI 53179

Clerk
Town of Somers
P.O. Box 197
Somers, WI 53171

Clerk
Somers Utility District #1
P.O. Box 197
Somers, WI 53171

Clerk
Town of Paris
19514-60th Street
Bristol, WI 53104

Clerk
Union Grove Grade and
Middle School
Joint District #1
611-12th Avenue
Union Grove, WI 53182

Clerk
Central High School
District of Westosha
24617-75th Street
Salem, WI 5326

Clerk
Town of Bristol
P.O. Box 187
Bristol, WI 53104

Secretary
Department of Administration
State of Wisconsin
P.O. Box 7864
Madison, WI 53707-7864

Mr. Ben Brancel, Secretary
Department of Agriculture
Trade & Consumer Protection
State of Wisconsin
P.O. Box 8911
Madison, WI 53708-8911

Mr. George E. Meyer, Secretary
Department of Natural
Resources
State of Wisconsin
P.O. Box 7921
Madison, WI 53707-7921

Mr. Charles H. Thompson,
Secretary
Department of Transportation
State of Wisconsin
P.O. Box 7910
Madison, WI 53707-0910

Ms. Ruth R. Gedwardt,
Secretary
Gateway Technical College
521-6th Street
Racine, WI 53403

Mr. David B. Falstad, Chairman
Southeastern Wisconsin
Regional
Planning Commission
916 N. East Avenue
P.O. Box 1607
Waukesha, WI 53187-1607

Randy Kerkman
Secretary
Community Development
Authority
P.O. Box 187
Bristol, WI 53104

Clerk
Racine County
730 Wisconsin Avenue
Racine, WI 53403

Mr. Arnold Clement
Racine County
Planning & Development
Director
14200 Washington Avenue
Sturtevant, WI 53177

Clerk
Village of Sturtevant
2801-89th Street
Sturtevant, WI 53177

Clerk
Town of Mount Pleasant
6126 Durand Avenue
Racine, WI 53406

Manager
Mount Pleasant Sewer Utility
6126 Durand Avenue
Racine, WI 53406

Clerk
City of Racine
730 Washington Avenue
Racine, WI 53403

Mr. Thomas H. White,
General Manager.
Water and Wastewater Utility
City of Racine
City Hall Annex
830 Center Street
Racine, WI 53403

Clerk
Village of Elmwood Park
3352 N. Elmwood Drive
Racine, WI 53405

Ms. Brenda J. Blanchard,
Secretary
Department of Commerce
State of Wisconsin
P.O. Box 7970
Madison, WI 53707-7970

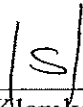
Mr. George Hall
Municipal Boundary Review
P.O. Box 1645
Madison, WI 53703-3219

O. Fred Nelson
Kenosha Water Utility
4401 Green Bay Road
Kenosha, WI 53144

**NOTICE OF PUBLIC HEARING
RESPECTING CITY OF KENOSHA/TOWN OF BRISTOL
COOPERATIVE PLAN AND AGREEMENT
UNDER SECTION 66.023, WISCONSIN STATUTES**

PLEASE TAKE NOTICE that there will be a Joint Public Hearing held by representatives of the City of Kenosha and Town of Bristol respecting "City of Kenosha/Town of Bristol Cooperative Plan and Agreement under Section 66.023, Wisconsin Statutes", on Tuesday, April 18, 2000, at 7:00 P.M. at the City of Kenosha Municipal Building, Room 204, 625 - 52nd Street, Kenosha, Wisconsin 53140.

TAKE FURTHER NOTICE that any person may comment on the plan during the hearing and may submit written comments before, at, or within twenty (20) days following the hearing. A copy of the proposed plan is on file with the Clerk, Town of Bristol, 8301 198th Avenue, Bristol, Wisconsin 53104, and with the Clerk, City of Kenosha, 625 52nd Street, Kenosha, Wisconsin 53140, during normal business hours.



Amy Klemko
Town Clerk/Treasurer

To be published: March 24, 2000
 March 31, 2000
 April 7, 2000

To be published as a Class 3 Notice in The Kenosha News

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150 Independent Firms
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April 5, 2000

Mr. Philip C. Evenson
Executive Director
Southeastern Wisconsin Regional Planning
Commission
P.O. Box 1607
Waukesha, WI 53187-1607

Ms. Kimberly Bushey
Clerk of Walworth County
P.O. Box 1001
Elkhorn, WI 53121

Ms. Patricia Madden
Clerk of Waukesha County
1320 Pewaukee Road
Waukesha, WI 53188

Ms. Joan Rennert
Clerk of Racine County
730 Wisconsin Avenue
Racine, WI 53403

Mr. Harold Dobberpuhl
Clerk of Ozaukee County
P.O. Box 994
Port Washington, WI 53074

Mr. Rod Lanser
Clerk of Milwaukee County
901 North Ninth Street, Room 103
Milwaukee, WI 53233

Ms. Marilyn Merten
Clerk of Washington County
P.O. Box 1986
West Bend, WI 53095

Ms. Nancy Principe
Clerk of Kenosha County
1010-56th Street
Kenosha, WI 53140

RE: Cooperative Boundary Agreement between the City of Kenosha and Town of
Bristol

Ladies and Gentlemen:

Please find enclosed the text for the proposed Cooperative Plan by and between the City of Kenosha and the Town of Bristol. The City and Town will hold a third public hearing on the Cooperative Plan on **April 18, 2000 at 7:00 p.m.** at 625 52nd Street in the City of Kenosha, 53140. You are welcome to attend. We have enclosed a copy of the Official Notice of Public Hearing, published on March 24 and 31, 2000, and to be published again on April 7, 2000 in The Kenosha News.

Copies of the entire Cooperative Plan, with attachments, are on file with the Clerk of the Town of Bristol, 8301 198th Avenue, Bristol, Wisconsin 53104, and with the Clerk of the City of Kenosha, 625 52nd Street, Kenosha, Wisconsin 53140, and are available for review during normal business hours. The Cooperative Plan has not significantly changed since the last public hearing, held on July 14, 1999 but is nonetheless presented for additional public input.

As provided under Section 66.023(4)(c) of the Wisconsin Statutes, county zoning agencies and regional planning commissions whose jurisdictions includes the participating municipality must submit comments on the Cooperative Plan. Section 66.023(4)(c) reads in relevant part as follows:

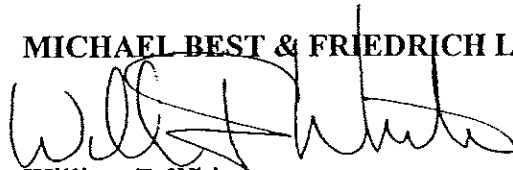
"Any county zoning agency under s. 59.69(2) or regional planning commission whose jurisdiction includes any participating municipality shall comment in writing on the plan's effect on the master plan adopted by the regional planning commission under s. 66.945(9), or development plan adopted by the county board or county planning agency under s. 59.69(3), and on the delivery of municipal services, and may comment on any other aspect of the plan."

We respectfully request that you submit your comments by May 8, 2000 so that the participating municipalities have an opportunity to consider those comments prior to submitting the final plan to the Department of Administration. Section 66.023(4)(d), Stats., requires that participating municipalities consider the written comments prior to adopting the final plan. Section 66.023(4)(f), Stats. requires that written comments submitted by the county zoning agency or regional planning commission must accompany the final plan upon its submission to the Department of Administration.

Please let me know if you have any questions.

Sincerely,

MICHAEL BEST & FRIEDRICH LLP



William F. White

WFW:tkk

Enclosures

cc: James W. Conway, Esq. (w/enc.)

Richard M. Czopp, Administrator, Town of Bristol (w/enc.)

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**NOTICE OF PUBLIC HEARING
RESPECTING CITY OF KENOSHA/TOWN OF BRISTOL
COOPERATIVE PLAN AND AGREEMENT
UNDER SECTION 66.023, WISCONSIN STATUTES**

PLEASE TAKE NOTICE that there will be a Joint Public Hearing held by representatives of the City of Kenosha and Town of Bristol respecting "City of Kenosha/Town of Bristol Cooperative Plan and Agreement under Section 66.023, Wisconsin Statutes", on Tuesday, April 18, 2000, at 7:00 P.M. at the City of Kenosha Municipal Building, Room 204, 625 - 52nd Street, Kenosha, Wisconsin 53140.

TAKE FURTHER NOTICE that any person may comment on the plan during the hearing and may submit written comments before, at, or within twenty (20) days following the hearing. A copy of the proposed plan is on file with the Clerk, Town of Bristol, 8301 198th Avenue, Bristol, Wisconsin 53104, and with the Clerk, City of Kenosha, 625 52nd Street, Kenosha, Wisconsin 53140, during normal business hours.



Amy Klemko
Town Clerk/Treasurer

To be published: March 24, 2000
 March 31, 2000
 April 7, 2000

To be published as a Class 3 Notice in The Kenosha News

Public Hearing on Cooperative Plan Between
Town of Bristol and City of Kenosha
April 18, 2000

Please Sign In!

1. J. MICHAEL McTERNAN
2. O. Fred Nelson
3. David J. Lewis
4. Unger Bent
5. Frank Christensen
6. JOHN HOLLOWAY Chair - Plan Commission - Paris
15404 Burlington Road, Union Grove WI 53182
7. Audrey Van der Laan
8. Gary Thompson
9. Patrick Meehan, MERRILL & COMPANY, INC.
10. Rand Keeknan TOWN OF BRISTOL Resident
11. RICK CZOPP TOWN OF BRISTOL
12. Shirley B. Davidson Town of Bristol
13. John Davidson Town of Bristol
14. Kay Sharp Town of Bristol
15. John Sharp Jr., Bristol
16. Charles Zellner
17. Charles Hockmeyer, BRISTOL
18. GARY CHRISTIANSEN BRISTOL
19. CHERI CHRISTIANSEN
20. Wanda M. Bundy BRISTOL
21. Bernard Cheney BRISTOL
22. Raymond M. Albert Paris
23. Jane L. Albert Paris
24. Vincent + Angelica Visconti
25. Paul Nuyts Paris 20604 9th St / Hensault WI
26. Matt Seelowski, Racine
27. Tracy Kuczenski, Michael Best & Friedrich, Madison, WI

**MINUTES OF JOINT PUBLIC HEARING
RESPECTING
CITY OF KENOSHA/TOWN OF BRISTOL
COOPERATIVE PLAN
UNDER SECTION 66.023, WISCONSIN STATUTES
HELD ON
APRIL 18, 2000, AT 7:00 P.M.
AT THE CITY OF KENOSHA MUNICIPAL BUILDING, ROOM 204
625 – 52ND STREET, KENOSHA, WISCONSIN**

The public hearing commenced at 7:00 P.M. and closed at 8:30 P.M. Attorney William F. White, of Michael, Best & Friedrich represented the Town of Bristol. Kenosha City Attorney James W. Conway represented the City of Kenosha. Also present at the meeting to answer questions was Jeff Labon of the City of Kenosha Planning Office. A sign in sheet, copy attached, indicates other persons in attendance.

The hearing was noticed by Class "3" Notice, published in The Kenosha News and The Kenosha Labor. This was the third public hearing held on the Proposed Cooperative Plan. A copy of the proposed Cooperative Plan has been on file and available for inspection at the Town and City Clerk's offices.

The record will remain open for twenty (20) days to obtain written comments, which comments are to be submitted to the City or Town Clerk. The hearing record will accompany the Cooperative Plan upon submission to the Department of Administration as required by Section 66.023(4)(f), Wisconsin Statutes.

The purpose of this public hearing was to review the substance of and solicit final comments on the City of Kenosha/Town of Bristol Cooperative Plan Under Section 66.023, Wisconsin Statutes. The first public hearing was held on December 16, 1998 at the Kenosha County Center. The second public hearing was held on July 14, 1999 at the Bristol Town Hall.

The Hearing was videotaped through the Kenosha Cable Coordinator.

Attorney White outlined the Cooperative Plan and indicated that, absent a Cooperative Plan, the City and Town could anticipate hodge-podge development and annexation-related litigation. Attorney White emphasized that the City of Kenosha Airport Overlay Zoning Ordinance was not a part of the Cooperative Plan and that, as a consequence, the present public hearing would not be an appropriate forum within which to address any impact the Airport Overlay Zoning Ordinance may have upon property owners in the Town of Bristol.

Attorney Conway commented that the City of Kenosha is the first City in the state to negotiate boundary agreements with Towns that the City borders, including the then-Town of Pleasant Prairie and the Town of Somers. Attorney Conway noted that negotiating boundary agreements is preferable to litigating annexation disputes. Attorney White invited attendees to

ask questions or comment on the Cooperative Plan. Eleven individuals spoke at the public hearing.

1. **Audrey Van Slochteren**, of 16313 104th Street, Bristol, spoke strongly in favor of the Cooperative Plan and Agreement. Ms. Van Slochteren also submitted written comments in favor of the Cooperative Plan.

2. **Chuck Hockemeyer** (?), of 13803 16th Street, Town of Bristol, commented that he doesn't understand the purpose of the Airport Overlay Zoning. He noted that he has never had an airplane crash in his yard. He argued that because only small jets, not commercial airplanes, fly into the Kenosha Airport, the Overlay should be shortened. He argued that property owners along Highway K should be permitted to build but that the Airport Overlay Zoning does not permit building or, in the event of fire, rebuilding.

Attorney Conway, City of Kenosha Attorney, responded to Mr. Hockemeyer by explaining the safety and noise-related issues justifying the Airport Overlay Ordinances and by indicating that the City was still working on shortening the overlay imposed by the Kenosha Airport Overlay Ordinance. Attorney Conway added that one additional purpose for the Overlay Zoning was to preclude the initiation of noise or property-damage related law suits against the City resulting from operations at the Kenosha Airport.

3. **John Sharp**, Town of Bristol, spoke and inquired as to whether Mr. Gary Thompson was in the room. Mr. Sharp asked Mr. Thompson to explain the purpose and content of the document, entitled "Kenosha 2020 LLC" and distributed by Mr. Thompson at the public hearing. A copy of Mr. Thompson's document is enclosed as a part of the Hearing Record for the Cooperative Plan.

Attorney White indicated that Mr. Sharp's question was a good question and should be answered, but that the purpose of the present public hearing was to obtain public comments on the Cooperative Plan, and not on Mr. Thompson's document.

4. **Mr. Hockemeyer** indicated that he believed that the overlay has literally condemned his land by prohibiting him and similarly situated property owners from building barns or additions or other structures on lands covered by the Ordinance Overlay. Mr. Hockemeyer also noted that he and similarly situated property owners were not interested in suing the City; they just wanted to be able to build on their property. Mr. Hockemeyer also wondered whether the City of Kenosha was going to demand that property owners along Highway K put in sewers on their property as a result of the Plan.

Attorney White responded to Mr. Hockemeyer by stating that there would be no requirement for property owners along Highway K to put in sewers until the end of the 30-year time period established in the Cooperative Plan.

5. **David Bundy**, Town of Bristol, indicated that he has a dog kennel license and operates on property covered by the Cooperative Plan and wondered how his operations will be affected by the plan. Mr. Bundy also indicated that he wants to put up a barn on a 5-acre property but cannot do so because of the Airport Overlay Ordinance.

6. **John Holloway**, Chair of the Town of Paris Planning Commission and resident of Union Grove, spoke to commend the boundary agreement established in the Cooperative Plan, but expressed concern that the Cooperative Plan had left the Town of Paris more vulnerable to annexation by the City. Mr. Holloway was concerned that neither the Town of Paris nor the Paris Grade School District nor Central High School had ever been contacted about the Cooperative Plan. Mr. Holloway wondered whether, in the Cooperative Planning process, the Town and City had considered environmental and population impacts on surrounding communities. Mr. Holloway wondered how the boundary agreement and negotiating process encompassed by the agreement could function effectively without contacting Paris. Mr. Holloway expressed concern that the scope of the planning process for the Cooperative Plan was too narrow.

Attorney White responded that notices of all public hearings on the Cooperative Plan had been sent to all surrounding municipalities. Attorney White also noted that any changes in land use in the Town of Paris would first require a zoning change, and that the Town of Paris can veto the zoning changes that would be necessary to facilitate development on Town of Paris lands. Attorney White noted that, while not perfect, this is the system under which Towns must operate and that and that Town veto powers can be utilized to minimize development.

7. **Shirley Davidson**, Chair of the Town of Bristol Board, spoke to rebut Mr. Holloway's assertion that the Town of Paris had never been contacted, and indicated that she and Mr. Rick Czopp, Town of Bristol Administrator, had attended a Central High School board meeting at which the Cooperative Plan was discussed. Ms. Davidson also indicated that notice letters regarding the Cooperative Plan were sent to the Town of Paris and other surrounding municipalities.

8. **Virgil Gent**, A Town of Paris Board Member for 22 years, spoke and expressed concerns about the impact the Cooperative Plan may have upon orderly growth and change along Highway K, and also about the impact of development on ingress to and egress from Highway K. Mr. Gent spoke to the costs of infrastructure and of education; expressed concerns related to road congestion, runoff, and flooding associated with development; complained that Tax Increment Financing (TIF) districts cost other taxpayers money; noted that the City of Kenosha has TIF districts; and commented that the Town of Paris has the most agricultural acres in Kenosha County.

9. **Mr. Hockemeyer** wondered why the Airport Overlay Zoning could be reduced for a subdivision proposed for the City Growth Area, but not for existing property owners along Highway K. Mr. Hockemeyer requested that the City cut off the Airport Overlay at Highway K, and indicated that property owners along Highway K are not interested in suing the City.

10. An unidentified gentleman who indicated that he moved to the Town of Bristol in August and who recently resided near the O'Hare Airport in Chicago wondered why he was not able to build under the City of Kenosha Airport Overlay when he had been permitted to do so near O'Hare.

11. **Frank Christensen**, a building inspector for the Town of Paris, wondered how development could occur in the Town of Bristol while at the same time an increase in school children would be felt in the Town of Paris.

Attorney White responded that the state legislature has determined that school governments, and the procedures for changing school district boundaries, are not the same as municipal governments. Attorney White noted that taxes follow students, and that when students go to a school outside the boundaries of their municipality, the property taxes assessed to fund schooling will follow the student and leave the municipality if the school district boundaries fall outside that municipality.

12. **Mr. Holloway** wondered how the Southeastern Wisconsin Regional Planning Commission (SEWRPC) fits into the Cooperative Planning Process?

Attorney White responded that SEWRPC is required by state law to review and comment on the Cooperative Plan and on the impact of the Cooperative Plan on regional planning and has done so. Attorney white also noted that SEWRPC is not opposed to the Cooperative Plan.

13. **Mr. Holloway** noted that a 2010 study of the Kenosha Corridor undertaken by SEWRPC shows that none of the lands affected by the Cooperative Plan will be developed but were designated as an environmental corridor.

Attorney White responded that the area is under intense development pressures and that the Cooperative Plan was intended to guide the development anticipated in the region. Attorney White confirmed that the land surrounding the Des Plaines River will remain an environmental corridor, and that storm water management will be coordinated between and implemented by Town and City.

14. **Gary Thompson**, City of Kenosha, indicated that he created Kenosha 2020, LLC, and published an advertisement in the Kenosha News to encourage the involvement and participation by the public in the Cooperative Planning process, particularly in light of the new Smart Growth laws relating to planning and public participation. Mr. Thompson indicated that public notices published in the back of the newspaper don't alert enough people to the time and location of public hearings. Mr. Thompson noted that public comments received at this meeting become a part of the plan. Mr. Thompson indicated that his company, Kenosha 2020, LLC, agrees that a joint boundary agreement under Section 66.023 between City and Town is a good thing and that he welcomed the opportunity to comment.

15. **Pat Meehan**, Town of Bristol Planner, spoke to confirm that the 30 year plan affected by the Cooperative Plan is consistent with SEWRPC's plan for the year 2010.

Attorney White noted that the public record would remain open for additional comments for twenty days, until May 8, 2000. Attorney White thanked all attendees for coming to the public hearing. The public hearing was adjourned at 8:30 P.M.

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PUBLIC HEARING
April 18, 2000
COOPERATIVE BOUNDARY AGREEMENT
Town of Bristol and the City of Kenosha

To whom it may concern:

My name is Audrey Van Slochteren. I reside at 16313 104th Street, Bristol, WI. I am here to speak in favor of the cooperative boundary agreement between the Town of Bristol and the City of Kenosha. But first.....

I see by this morning's *Kenosha News* that Mr. Thompson has formed a company, the Kenosha 2020 Limited Liability Company of which he is the sole manager, to encourage sound land use planning in Kenosha County. This is the most ludicrous "reinvention of the wheel" that I have ever heard of. Speaking for Bristol, we are already well served by The Southeastern Wisconsin Regional Plan Commission (SEWRPC), the Kenosha County Office of Planning and Development, Bristol's own land use plan which has been in place for nearly ten years, and our own planner, Mr. Pat Meehan who is probably one of the most outstanding planners in the State of Wisconsin. Kenosha is also well served by its planner Mr. Forgianni. I do not know what credentials, expertise, or experience Mr. Thompson may claim to have, but Bristol does not need a Milwaukee attorney who does not even reside in Bristol to tell us how to plan for our town's future. We have all heard of an old movie entitled *THE WORLD ~~BY~~ GARP*. We do not need BRISTOL ~~BY~~ THOMPSON. ^{ACCORDING TO}

^{According to}
I fully support the cooperative agreement which has been toiled over for so many years. Being a former chairperson in the Town of Bristol and having been an active member of the Wisconsin Town's Association, I am fully aware of how hard the Urban Town's Committee worked to achieve the legislation which has allowed this agreement to be made. It was not an easy struggle.

Annexation has always been a threat to towns. At last towns have been given the legal means to work out mutually agreed upon agreements which will end the threat of annexations. Annexations, which are rarely fought successfully, only serve to cost the taxpayers of the town thousands of dollars in legal fees. With this agreement, Bristol's boundaries are firmly established and Bristol can move ahead with its planning for the future. Bristol knows which lands are permanently its to plan for and develop. The major driving force for annexation has always been sewer and water. Without the ability to supply sewer and water, a town was always at the mercy of annexation at the hands of developers who could not develop without these services. The cooperative boundary agreement guarantees Bristol will have the sewer and water necessary to develop its land on the south side of highway 50. There are many other guarantees in the agreement, but, in my opinion, these are the major ones.

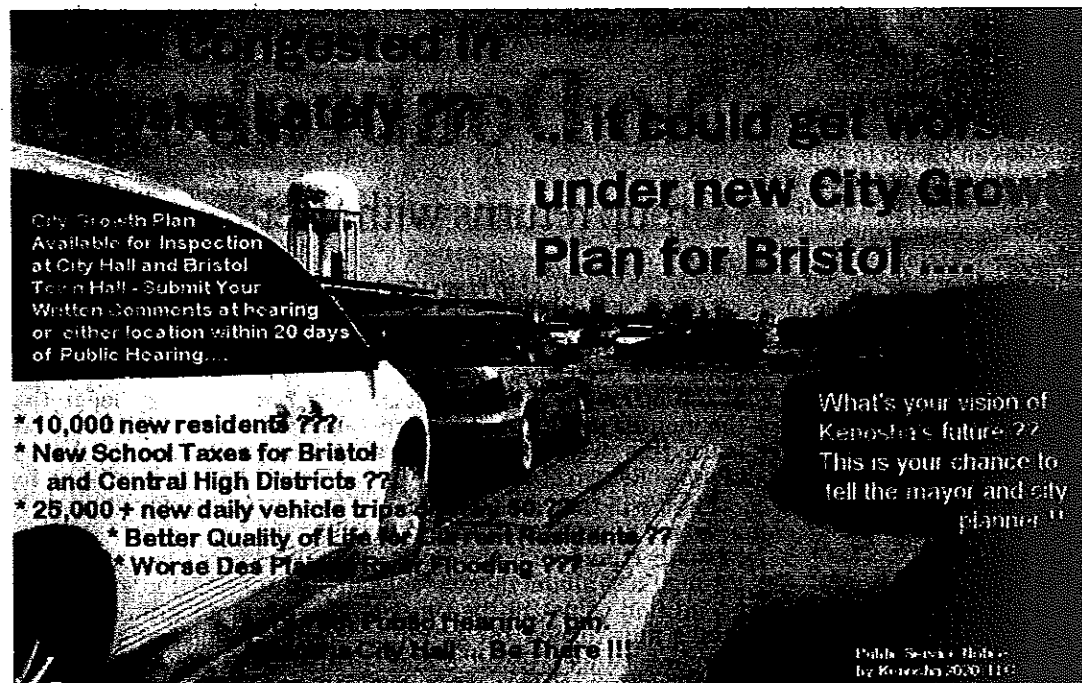
Yes, some land will eventually be taken into the city as spelled out in the agreement. Towns have always taken great pride in their 36 square miles. But isn't it better to plan on which areas will be transferred and when rather than to have the 36 square miles be slowly eaten away. Some land owners will be affected by the agreement. They will either be able to annex into the city when they wish, or they will be taken into the city at the end of 30 years. This enables them to stay in Bristol for 30 years unless they wish to do otherwise.

But they do NOT want to go into the city period. They feel the Town of Bristol has abandoned them. I do not agree. The Town of Bristol must do what is best for the majority of its citizens. And securing the town's boundaries, ending the threat of annexation, securing sewer and water for future development, and being able to plan for the town's future is exactly what is most important to the majority of the residents.

I believe that Mr. Thompson's advertisement for tonight's public hearing is nothing more than scare tactics. The new city growth plan for Bristol will not cause all of what he suggests. Sure there will be new residents. That is inevitable whether the land is located in Bristol or Kenosha. Development will bring more school taxes as the school population increases. That too is inevitable whether the land is located in Bristol or Kenosha. The Thompson Strawberry Farm was recently sold to a developer and I doubt if Mr. Thompson will object to houses being built there thus increasing the numbers of school age children. He speaks of 25,000+ new daily vehicle trips on highway 50. All from that little corner? Come on, Gary, get real!. And worse Des Plaines River flooding? This is already being studied by SEWRPC, the County Office of Planning and Development, and the Town of Bristol. At one time I served on the Des Plaines River Watershed Committee and Mrs. Davidson does so now.

Bristol and Kenosha are working cooperatively to make the development of the land in question the best possible. It is wonderful to see the two communities working together for a common goal instead of pulling apart. Let's not muddy up the waters now.

Thank you.



Congested in Kenosha County?? It could get worse under new City Growth Plan for Bristol...

City Growth Plan Available for Inspection at City Hall and Bristol Town Hall - Submit Your Written Comments at hearing or either location within 20 days of Public Hearing...

- * 10,000 new residents ???
- * New School Taxes for Bristol and Central High Districts ???
- * 25,000+ new daily vehicle trips
- * Better Quality of Life for Current Residents ??
- * Worse Des Plaines River Flooding ???

Public Hearing 7:00 PM - 9:00 PM - Be there !!!

What's your vision of Kenosha's future ?? This is your chance to tell the mayor and city planner !!

Public Service Bureau
by Kenosha 3030 110



Boardman, Suhr, Curry & Field LLP
Fourth Floor
1 South Pinckney Street
P. O. Box 927
Madison, WI 53701-0927

Phone • (608) 257-9521
Fax • (608) 283-1709

DATE: April 18, 2000

TO: William F. White 283-2275
James W. Conway 262-653-4176

FROM: Richard A. Lehmann

TOTAL NUMBER OF PAGES (including this one): 7 *KL*
If you do not receive all the pages, please call Joan Wentworth at (608) 283-1776.

Message:

cc:	George Melcher	262-857-6508
	Frank Volpintesta	262-653-6716
	Phil Evenson	414-547-1103
	James H. Baxter III	414-271-3552
	George Hall	266-5519

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Richard A. Lehmann
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rlehmann@boardmanlawfirm.com

April 18, 2000

BY FACSIMILE

Attorney William F. White
Counsel, Town of Bristol
c/o Michael, Best & Friedrich
1 South Pinckney Street, #700
Madison, WI 53703

BY FACSIMILE

Attorney James W. Conway
City Attorney, City of Kenosha
Municipal Building
625 52nd Street
Kenosha, WI 53140

RE: Cooperative Agreement between the Town of Bristol and the City of Kenosha

Dear Attorneys White and Conway:

The following are the comments of the Kenosha County Planning Agency on the public hearing draft for today's hearing on the proposed Cooperative Plan and Agreement between the Town of Bristol and the City of Kenosha.

Our concerns with the public hearing draft are the following:

1. We are concerned with the lack of clarity in the description of how zoning and land use jurisdiction will change in the City Growth Area prior to attachment of those lands to the City of Kenosha.

Section 12.02.1 of the public hearing draft says that "any County Zoning Ordinance applicable to the City as a whole, as such ordinances exist from time to time; for example, shoreland and wetland ordinances and public health ordinances." We are not aware that county zoning ordinances dealing with shorelands and wetlands apply to the City as a whole.

04/18/00 14:00 2000 100 0000
Attorney William F. White
Attorney James W. Conway
April 18, 2000
Page 2

We recommend that the draft be amended to say the following:

The status of land use regulation, including all manner of zoning and land subdivision regulation and sanitary code, in the City Growth Area will be as follows:

1. The first step shall be completion of a land use plan by the City for the City Growth Area. Completion of this plan shall include involvement and consultation with the County Planning Agency, followed by adoption of such plan by the City Plan Commission and the Common Council.
2. Next, enactment or amendment of City ordinances. The City may assert City zoning and land subdivision regulation authority over all or part of the City Growth Area while such area remains part of the Town. The effective date of such assertion of land use authority by the City shall be no less than 60 days from the date of adoption by the Common Council and notification of the Town Clerk and the County Planning Agency by registered mail of the adoption by the Common Council, unless the Town Board and County Planning Agency both consent to an effective date closer to the date of Common Council adoption.
3. City assertion of any manner of zoning authority over lands within the City Growth Area, when such lands are part of the Town, or after such lands have been annexed or attached to the City, shall be subject to Wisconsin Statute Section 59.692(7)(a) 1 and 2 dealing with continuation of shoreland and floodplain standards.

4. The following County zoning shall remain in place and shall be administered by the County until lands covered by such zoning are attached to the City:

County Shoreland Zoning
County Floodplain Zoning
County Farmland Preservation Zoning

The County will be requested to remove all exclusive agricultural zoning district designations within the City Growth Area, thereby eliminating continuing jurisdiction of the County over such areas unless they are also shorelands or floodplains.

5. Following notification to the County Planning Agency of adoption by the City of ordinances asserting City land use authority within all or part of the City Growth Area, the Common Council shall adopt and send to the County Planning Agency a resolution requesting the County to make available parcel files on all areas over which City regulatory authority is being asserted, with provisions of the resolution holding the County harmless with respect to liability, such resolution to be modeled on a comparable resolution adopted by the Village of Pleasant Prairie when that Village assumed regulatory jurisdiction over the former Town of Pleasant Prairie.
6. The County Planning Agency shall continue to apply the County sanitary code to all onsite waste disposal systems presently in place or proposed within the City Growth Area until a particular property has an immediate connection to a public sanitary sewer system.

2. Our second concern about this draft deals with the failure of the draft to include and to reflect joint adoption of what can properly be called adopted master plans for the areas included in the proposed Agreement and a sequence for the delivery of services to support those master plans. The "Cooperative Local Use Plan" prepared by the Planning and Design Institute describes alternative land use and road patterns, not a single adopted plan, and applies only to the City Growth Area. Absent an agreed plan adopted by the contracting parties for land use and for public services, the other governments that relate to the same territory have no basis for knowing how they should relate to the intended land uses and provision of services. The draft proposed to be included in this Agreement with respect to the City Growth Area shows amendments to the City of Kenosha Airport Overlay ordinance and districts, although such amendments have not been given formal consideration by applicable bodies within the City government, nor have they been adopted.

As another example of our concern, presently most of the lands within the City Growth Area are planned and zoned for agricultural use. Lands surrounding the City Growth Area are similarly planned, zoned and used for agricultural purposes, including one intensive agricultural operation immediately north of the City Growth Area. Designation of the City Growth Area signals that the area will convert to urban uses. The County has been provided with a planning report commissioned by the City showing several alternative layouts for urban growth within the City Growth Area. However, the public hearing draft contains no commitment either by the City or by the Town or by both governments to any particular configuration of land use within the City Growth Area. Given this uncertainty, and given the absence of involvement by the County Planning Agency in the preparation of this report, the County faces serious dilemmas in knowing how it should plan land use in the areas of its jurisdiction beyond the City Growth Area.

3. The agreements that have been reached by Bristol and the City with respect to public services are principally contained in a separate agreement, the so-called "\$66.30 Agreement," that is not part of the proposed cooperative agreement under Wis. Stats. 66.023. It is the understanding of the County that the \$66.023 agreement will be supplemented by \$66.30 agreements or amendments to the existing \$66.30 agreement dealing with public water, public sewer, and dealing with stormwater management.

Attorney William F. White
Attorney James W. Conway
April 18, 2000
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The County requests an amendment to the public hearing draft, to have that draft state clearly that the contracting municipalities will consult with and involve the County Planning Agency in dealing with stormwater management planning and service provision and in dealing with amendments to sewer and water plans and programs. The County was involved in an earlier study dealing with A Coordinated Sanitary Sewer and Water Supply System Plan for the Greater Kenosha Area, to the benefit of all interested parties.

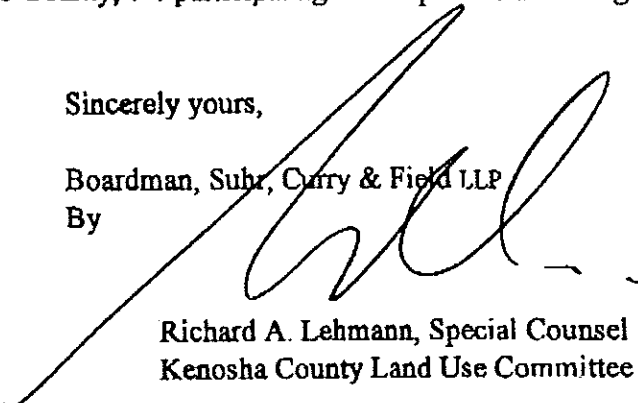
4. We have similar concerns with the treatment of street access planning in Section 24.01. We suggest the amendments shown below:

24.01 Street Access Planning. City and Town will establish a street access plan for properties ~~abutting the South~~ on both sides of STH 50 abutting the City Growth Area within one (1) year of the effective date of this Cooperative Plan and Agreement and will consult both WisDOT and Kenosha County throughout the process through which the plan is made.

As the city and town are well aware, the Kenosha Planning Agency has a long history of participation and involvement in the preparation of plans with the City, the villages and the towns throughout Kenosha County and desires to continue this level of participation and involvement, to the benefit of the County, the participating municipalities and the general public.

Sincerely yours,

Boardman, Suhr, Curry & Field LLP
By



Richard A. Lehmann, Special Counsel
Kenosha County Land Use Committee

RAL:jw

04/18/00 11:02
Attorney William F. White
Attorney James W. Conway
April 18, 2000
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cc: Tom Gorlinski, Chair, Kenosha County Land Use Committee
George Melcher, Director, Kenosha County Department of Planning & Development
Frank Volpintesta, Kenosha County Corporation Counsel
Phil Evenson, Executive Dir., Southeastern Wisconsin Regional Planning Commission
James H. Baxter III, Counsel, Village of Pleasant Prairie
George Hall, Office of Land Information Services, Wisconsin Department of Administration

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Kenosha 2020_{LLC}

Public Policy Research and Education Foundation

262-857-6453
5612 Seventh Avenue
Kenosha, WI 53142

April 18, 2000

Mayor John Antaramiam
Municipal Building
625 - 52nd Street
Kenosha, WI 53140

Mr. Rick Czopp, Administrator
Town of Bristol
198th Ave. & 83rd Street
Bristol, WI 53104

RE: City of Kenosha / Town of Bristol Cooperative Plan and Agreement Under Section
66.023, Wisconsin Statutes.

Gentlemen:

Kenosha 2020 was established to encourage sound land use planning in Kenosha County through policy research, analysis and community education and participation.

Kenosha 2020's initial public policy undertaking is the proposed City of Kenosha / Town of Bristol Cooperative Plan and Agreement.

Boundary agreements between communities are to be encouraged. Towns don't like being nibbled away by Cities and the efficient coordination of services is often problematic when no set boundaries are agreed to. Nevertheless, sound planning principles should be applied in favor of arbitrary boundaries and territorial battles.

History of the City of Kenosha / Town of Bristol Growth Plan. For many years, the Town of Bristol held an established policy to maintain its 36 square miles of territory. On technical grounds, the Town successfully challenged annexation attempts by a property owner in the early 1990s of land into the City of Kenosha in its northeast corner (Section 1 near the Brat Stop). The dilemma for Bristol was that the State of Wisconsin has established as policy that Cities hold superior powers in these matters. Towns are generally helpless in preventing annexations of property into neighboring cities and villages. In an effort to prevent future annexations, the Town of Bristol, with no public debate, created a community development authority to purchase the approx. 350 acres of property in Section 1 in an effort to block the land from being annexed into

the City of Kenosha. Since the purchase, the City of Kenosha has thwarted the Town's plans to develop the property and retain it as territory under the town's jurisdiction. The City of Kenosha has taken advantage of the Town's dilemma by drafting a proposed boundary and land use plan which aggressively extends the City of Kenosha's future boundary into the County with little consideration for the impacts on County residents and livability of greater Kenosha. It is clear that this proposed plan fails to apply sound land use planning principals.

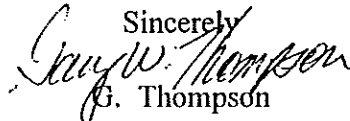
Kenosha 2020 has commissioned Randall Arendt, a nationally recognized land planner and author, to critique the City of Kenosha / Town of Bristol Plan to determine if the proposed City plan meets the legislatively mandated requirements of 66.023 Stats. and propose a number of alternative conceptual options to encourage public debate on the future land use and development of this area. Enclosed please find a copy of Mr. Arendt's review and critique.

Kenosha 2020 also requests that the City and Town address the following issues not addressed by the proposed draft plan:

- Proposed Conflicting Residential Land Use in Approach to the Main Runway at the Kenosha Regional Airport which may constrain Future Airport Growth Options. The Kenosha Regional Airport is a multi-million dollar Federal, State and Local Investment and the proposed plan in the Airport Approaches would appear in conflict with the City of Kenosha's announced land use policy for this area, a policy which the City implemented and successfully defended in the courts only 3 years ago. A copy of the court decision is attached.
- Proposed plan is silent on potential loss of federal airport improvement funds for remediation where incompatible uses are permitted.
- Proposed plan is silent on the use of inter-basin transfers of Lake Michigan Waters which is in apparent conflict with the recommendations of the International Joint Commission's Final Report on Protection of the Waters of the Great Lakes, issued February 22nd, 2000. A copy of the plan can be obtained at (<http://www.ijc.org/boards/cde/finalreport/finalreport.html>) or by calling the regional office at 1-519-257-6700.
- Proposed plan is silent on the impact to future school taxes to Central High School District Tax payers, Bristol Consolidated District Tax Payers and Paris Grade School District Tax payers arising from the addition of 3000 to 4000 housing units to their districts.
- Proposed plan is silent on the impact to Des Plaines river water shed and down stream flooding in Bristol and Pleasant Prairie.

- Proposed plan is silent on impact to traffic congestion on Hwy. 50, Hwy K and intersection of I-94 and Hwy 50. South Eastern Regional Planning Commission Traffic engineers calculate that roads must be planned for additional 10 vehicle trips per day per house hold. Proposed City plan anticipates between 3000-4000 new households in proposed city growth area. This means an additional 30,000 to 40,000 vehicle trips per day on the existing highways and raises issues as to whether the plan itself encourages urban sprawl
- Proposed plan is silent as to how proposed plan will curb urban sprawl with the Town of Paris which will share a new 2.25 mile boundary with the City of Kenosha under the proposed plan and subject this area to future annexation into the City of Kenosha where none currently exists.

Kenosha residents, both City and County need to consider the impacts growth proposals have on their communities, their schools and quality of life, not only for today but for their children tomorrow and for generations to come. These are important issues which should be raised, debated and resolved through consensus. Livable communities don't just happen.

Sincerely

 G. Thompson
 Executive Director

cc: Mr. George Hall, Wis. Dept. of Administration
 Mr. Kurt Bauer, South Eastern Wisconsin Regional Planning Committee
 Mr. George Melcher, Kenosha County Planning & Development
 Kenosha News, Inc.

Greener Prospects
Workshops Ordinances Site Plans
Randall Arendt
43 Prospect Avenue
Narragansett, Rhode Island 022882
(401) 792-8200
rgarendt@home.com

Memo

To: George Hall
Municipal Boundary Review
WI Dept of Administration
PO Box 952
Madison, WI 53701-0952

From: Randall Arendt

Date: April 17, 2000

Subject: Constructive Critique of *Kenosha/Bristol Cooperative Land-Use Plan*

I have been asked by Kenosha 2020 LLC, a public policy research and analysis foundation, to review the *Kenosha/Bristol Cooperative Land-Use Plan*, specifically the draft edition dated 9/24/99, and to prepare a constructive critique. In this review and constructive critique I have identified several elements which in my professional judgment fail to conform to established principles of sound land-use planning,, and several other elements which I believe fail to meet certain minimum statutory requirements of Wisconsin law, as detailed in Section 66.023 of the Wisconsin Statutes ("Boundary Changes pursuant to Approved Cooperative Plan"). In addition, I have supplied positive recommendations as to how those deficiencies could be addressed and corrected.

My qualifications for performing this review consist of a masters' degree in urban design and regional planning plus 25 years of experience in the field. During that time I have advised numerous communities in various states with regard to planning and land-use issues. Over the course of that period I have co-authored two land-use books, and have authored three others. As a result of the interest generated by those publications, I have conducted planning and design workshops in 45 states and five Canadian provinces.

My findings and recommendations are detailed below.

1. Statutory Requirements Applying to Cooperative Plans Involving Boundary Changes: Perhaps the most serious shortcoming of the Plan, as I read it, is the absence of a very critical element mandated by state law, in Section 66.023.(2)(dm), which states, in part, that

"The cooperative plan shall:

1. Identify any significant adverse consequences to the natural environment, including air and water pollution, energy use, development outside compact urban areas, and contribution to urban sprawl, that may be caused by the proposed physical development of the territory covered by the plan.
2. *Demonstrate that each participating municipality has considered alternatives to the proposed*

physical development of the territory covered by the plan, in order to minimize or avoid significant adverse environmental consequences, including those under subd. 1., and include in the plan a description of the alternatives considered" (emphasis added).

Unfortunately, the cooperative Plan does not include the evaluation of any alternative ways of extending the City's boundaries, so it is impossible, from the studies submitted, to conclude that the proposed boundary change represents the best possible boundary configuration. Part of the report I have prepared does suggest such an alternative, and it is an alternative which, in my considered judgment, adheres far more closely to the principles of sound land-use planning.

Even if the proposed boundary change were to be the only way in which the City could possibly extend its borders (and such a premise has not been demonstrated by the cooperative Plan), it is clear from examining the characteristics of the land within the proposed annexation area that alternative arrangements of potential uses would constitute far sounder land-use planning than the pattern advocated in that Plan. This point is elaborated upon in various parts of this memo.

2. The Noise and Safety Issue: It is highly ironic that one does not have to look any farther than the City's own 1994 *Airport Overlay Zoning Ordinance*, which contains a prohibition against future residential development in the Kenosha Airport Approach Area, to find a more reasoned example of sound land-use planning. Cognizant of the very disturbing noise levels experienced under the flight paths of arriving and departing aircraft, the framers of that document intelligently decided that this was not at all an appropriate location for new home construction. And bearing in mind the safety issues involved when pilots experience mechanical problems and must effect emergency landings, or when they actually lose control of their aircraft and unintentionally crash into the ground, the zoning authors clearly opted to be safe rather than sorry by not allowing any new residential structures in that overlay district to proliferate. Such concern was expressed by the City in recent years that it effectively denied existing residents the right to re-build their established homes if half or more of the structure is destroyed by fire. As Mayor Antaramian was quoted in the *Kenosha News* (on September 12, 1999) as saying, the restrictive overlay zoning is "there to protect the City from lawsuits", noting that the ordinance minimizes flight path obstructions, minimizes loss of property and life due to aircraft crash hazard, and minimizes the risk of loss of use and enjoyment of property due to aircraft noise levels.

Addressing that specific issue, City Attorney James Conway was quoted by the same newspaper, in the same edition, as saying "It makes no sense to let them develop, then they want you to buy them out because they object to the noise".

Apart from 25 years of professional experience and writing five highly-regarded books on land-use planning subjects, among my professional qualifications with regard to this issue are the technical course on community noise measurement I took at Rutgers University in 1982 and the award I received several years later from the US Environmental Protection Agency, recognizing my successful efforts to resolve noise issues at the municipal level. Even at that time, nearly 20 years ago, I recall, from the professional literature in the course syllabus, medical researchers had identified a strong causal relationship between high noise levels and elevated blood pressure. Which is to say that excessive noise is not only annoying and depresses property values; it is also closely associated with life-threatening consequences for human health. This is just another reason that restricting or prohibiting residential construction under the flight paths of incoming and departing aircraft meets the basic test of "promoting the public health, safety, and welfare".

It is therefore highly ironic that the City is currently considering adopting a Plan that would necessitate

lifting its established zoning restrictions over a large part of the overlay district to permit relatively high-density residential development (up to eight dwellings per acre) in the very area where the City has -- until very recently -- judged the land to be unsafe for rebuilding or for adding an extension in a traditional low-density semi-rural manner.

With the controversy surrounding the noise issue and the concomitant prohibitions against new construction, it is surprising that the *Kenosha/Bristol Cooperative Land-Use Plan* did not study any alternatives which would maintain that part of the territory included in the Plan in low density semi-rural agricultural uses or similar open space uses. Among the large number of uses that would be appropriate under such flight paths and "noise footprint" areas are 26 of the 28 uses listed in the *Kenosha County General Zoning and Shoreland/Floodplain Zoning Ordinance* for Agricultural Districts: "apiculture (beekeeping); contract sorting, grading and packaging of fruits and vegetables; corn shelling; dairy farming and general agriculture; essential services; farm dwelling; general farm buildings; existing residential buildings; single-family residences on lots of record; floriculture; forest and game management; grazing or pasturing; greenhouses; hay baling; livestock raising; orchards; paddocks, pea vinery; plant nurseries; poultry raising; raising of grain, grass, mint and seed crops; sod farming; threshing services; vegetable raising; and viniculture (grapes)". In addition, several of the Accessory Uses allowed in that district would also be appropriate: feed lots, roadside stands, and storage, curing, drying, churning, and packaging of products and crops produced on the land..."

A number of the Conditional Uses listed would also seem to be not inappropriate, including air strips, landing fields, and hangars for personal or agricultural uses; gas and electric utility uses; storage of recreational vehicles, boats, or snowmobiles; and wind energy conversion systems". Furthermore, certain of the uses enumerated in the General Agricultural District would also seem to be fitting in this airport overlay area, among them animal hospitals and shelters, commercial boarding and riding stables, riding academies, and kennels. To that list one might add commercial recreation facilities such as golf courses. To the extent that there could be existing residences in the area where some of these uses might be proposed, appropriate buffer distances and conditions relating to operations and maintenance would be in order.

3. The "Best" Test: In addition to not including a description of alternative boundary configurations and documenting the process through which the "cooperating" municipalities evaluated them, the Plan also fails another fundamental test, based on the clear requirements stated in 66.023, subsection (3)(b). That provision requires that the cooperative plan "*shall best promote public health, safety, morals, order, convenience, prosperity or the general welfare, as well as efficiency and economy in the process of development*" (emphasis added). The logic of this provision follows on from the requirement that alternatives be considered. Quite plainly, the state law mandates not only that alternatives be generated and evaluated; it also mandates that only the best alternative may be put forward for adoption in the recommended plan.

4. The "Shape" Test: The Plan also does very poorly in complying with the "shape test", as described in 66.023 (5)(c). This requirement states that "*The shape of any boundary ...change under the cooperative plan is not the result of arbitrariness and reflects due consideration for compactness of area*". Furthermore, among the relevant considerations detailed in the statute is "*compatibility of the proposed boundary change with natural terrain including... such features as rivers, lakes, and major bluffs*". It is difficult to look at the proposed boundary change, even without considering natural features, and not to conclude that the elongated "tongue" of land, twice as long as it is wide, intruding relatively high density development (up to eight dwellings per acre) and piercing unnecessarily deeply into an agricultural area, is anything but "gerrymandering". This proposed extension resembles, in its contrived form, the shape of certain

electoral districts where boundaries are drawn carefully to include the greatest number of voters of a particular political party. It was presumably to curb just such abuses that the state legislature worded the statute as it did.

What could be more arbitrary than choosing the length and breadth of an urban extension by picking a round number of feet, rather than by looking at the land itself and carefully examining its opportunities and constraints from the viewpoint of the natural, cultural and other physical features? When one considers that mapping "opportunities and constraints" is the most basic step in land-use planning (covered at the introductory courses level), the shape and dimensions of the urban extension recommended in the cooperative plan are all the more surprising. Although one might argue that there is at least some modicum of logic in it, because it does follow existing street alignments, it would be very difficult to argue convincingly that this shape and these dimensions represent the best alternative that human wit and intelligence could devise, even for what might have been a modest professional fee. From my point of view, even a casual glance at the natural resource maps would have suggested a far more logical boundary at the line of the creek, or possibly at the high-tension power line. These are meaningful features in the landscape that stand out and call for our attention.

Of all the possible alternative directions in which the City could be extended, does it really make the most sense to push out due west, rather than, say, southwest, between the noisy fingers of land under the various flight paths? One of the very important factual pieces missing from the Plan is a proper "Site Analysis Map" showing the location of all significant natural, physical and cultural features. Part of "Planning 101" is the production of such a map, produced by synthesizing data from different base documents. One such map would identify the "noise footprint" produced by incoming and departing aircraft. This kind of map is basic to planning in areas around airports in every part of the country, and it can be readily produced by engineers even for future runways or proposed runway extensions. It could certainly be produced for existing runways, and its absence from the Plan, as produced for public comment and adoption, is a most serious shortcoming.

What one would no doubt discover, upon examining such a "noise footprint" map, is that there are gradations of noise levels which rise and fall according to the lateral distance away from the actual flight paths, and according to the distance from the end of the runways. The noise levels would vary from extreme to highly annoying, then to chronically disturbing, irritating, and finally to simply audible. At the lower end of the spectrum people can live with less intrusion into their lives, and as the noise levels increase their quality of life steadily deteriorates. If very recent studies have provided hard evidence -- based on forecast sound-level readings -- that the part of the original *Airport Overlay Zoning District* is not quite as noisy as originally thought (and this evidence is notably absent from the "cooperative" Plan), that information would be highly relevant, and could still support the contention that there are better places in which to locate a City extension than in areas where the noise levels are somewhat less than unbearable but are still highly irritating.

In fact, both the letter and the spirit of the state law governing boundary changes require that City's consider a range of competing alternatives in order that they may then identify the best place or places in which to grow. A large part of sound land-use planning is all about creating "a better place to live" (which, incidentally, is the title of two land-use planning books, one by Michael Corbett in the early 1980s, the other by Philip Langdon in the late 1990s). However, rather than finding the best location in which the City could grow, the "cooperative" Plan has managed to find what might be described as a particularly undesirable place in which to direct its growth (which, even in its lowest-density, single-family district, could accommodate up to eight dwellings/acre).

It appears to this reviewer that the "cooperative" Plan most likely began its life when officials working for certain political entities simply drew an extremely simple-minded rectilinear extension following old 19th-century grid lines and extended them westward until they reached the next main road, irrespective of either natural features or man-made conditions (such as the noise footprint under flight paths for aircraft taking off or landing at the airport). It also appears to this reviewer that those certain political leaders engaged a planning consultant not to analyze the constraints and opportunities on the available lands all around the City and then to evaluate the competing alternative locations to determine the best direction in which the City might expand, but rather to write up a plan justifying their prior mental decision and showing how what might be fairly described as perhaps the least desirable and most inappropriate land near the City (which they had already earmarked) could theoretically be developed, of course avoiding wetlands, floodplains, and other land-types with extremely severe environmental constraints.

5. Conclusion and Recommendation --"Corridors and Wedges" Approach: This poorly-conceived and incompletely executed "cooperative" Plan richly deserves to be set aside while a proper planning process is conducted, which would identify and evaluate a range of competing alternative locations. Such a process would not commence by evaluating a predetermined location, but would instead begin with an analysis of all the available lands around the City's edges. Rather than extending the grid westward across natural features so that the development area unnecessarily encompasses wetlands, rivers, creeks, and areas subject to aircraft noise and crash hazards, the process should follow established principles of sound land-use planning. Such an approach should consider, *inter alia*, the "corridors and wedges" approach to extending urban growth areas. As applied in the Washington, DC Metropolitan area by the Montgomery County (MD) Planning Commission, this approach identifies "growth corridors" along the alignments of major infrastructure elements such as highways, railroads, and major water and sewer lines. These elements typically fan out from city centers in a radial pattern (even in the grid-like Midwestern states). In between those "growth corridors" are designated areas for conservation and low-impact, low-density development including many open space uses such as those allowed in the agricultural districts designated in the *Kenosha County General Zoning and Shoreland/Floodplain Zoning Ordinance*, as listed above.

One way this concept might apply to the territory identified for expansion in the "cooperative" Plan is as follows:

a. Outside the crash hazard zone and the noise footprint produced by incoming and departing aircraft, designate the land for a variety of uses compatible with the surrounding uses, at densities consistent with the availability of public water and sewerage. The design approach I would recommend for this area would be based upon the principles of the "New Urbanism", which are extensively illustrated and detailed in a recent publication of the American Planning Association, entitled *Crossroads, Hamlet, Village, Town: Design Characteristics of Traditional Neighborhoods, Old and New* (Arendt, 1999). It might make a lot of sense to work out from higher densities to lower densities in an east-to-west direction, with the development essentially stopping at a line consistent with the forecast noise footprint. In no case should the urban line proceed farther west than the Root River and its tributary flowing in a southwesterly direction. In the area between the high-tension electrical transmission line and the river tributary I would recommend that new development be limited to lower suburban densities (perhaps one dwelling per 2.5 buildable acres) designed according to the principles of "conservation subdivisions", with the significant open space in those developments (usually two-thirds of their land area) generally located in those parts of the property experiencing higher noise levels. The principles of conservation design are detailed in two recent books co-published by the American Planning Association. They are *Conservation Design for Subdivisions: A Practical Guide for Creating Open Space Networks* (Arendt, 1996), and *Growing Greener: Putting Conservation in Local Plans and Ordinances* (Arendt,

b. Inside the noise footprint and crash hazard zone, designate the land for agricultural uses and commercial recreation, with perhaps very limited single-family development restricted to a density of one dwelling for every 10 or 20 acres. This area would essentially constitute part of the "green wedge" that would extend radially from the airport runways. The concept that the USDA refers to as "metro farming" (or "farming in the shadow of the city") is extremely appropriate here. That concept is described in some detail in chapter 18 of *Rural by Design: Maintaining Small Town Character* (Arendt, 1994), a 441-page volume published by the American Planning Association and included by that organization as one of 39 books it recommends for "the essential planning library".

cc: Town of Bristol
City of Kenosha
Kenosha County
Kenosha 2020, LLC
Southeastern Wisconsin Regional Planning Commission

DISCUSSION PAPER *on* RUNWAY PROTECTION ZONES FOR AIRPORTS

OCTOBER 22, 1996

Federal Aviation Administration
Airports Division
Central Region
Kansas City, Missouri

BACKGROUND

This discussion paper explains the purpose of the Runway Protection Zone (RPZ).

Runway protection zones are a trapezoidal area "off the end of the runway end to enhance the protection of people and property on the ground" in the event an aircraft lands or crashes beyond the runway end. Runway Protection Zones underlie a portion of the approach closest to the airport.

Many people have confused the RPZ with the need for Obstacle Free Areas, Obstacle Free Zones, Object clearing criteria, and Part 77 requirements. While the RPZ also has limitations on obstructions (because it lies below the approach surface and because it includes safety areas and obstacle free areas) the primary purpose of the RPZ is the protection of people and property on the ground.

DISCUSSION

Under FAA design criteria (which applies to all obligated airports), the airport is required to own the landing area. Secondly the airport owner is required to have a sufficient interest in the Runway Protection Zones to protect the Runway Protection Zones from **both** obstructions and incompatible land use. Finally the airport owner is required to work to attain compatible zoning around the airport to prevent incompatible land uses that could cause sufficient conflict to endanger the airport and cause it to be closed or require substantial remedial investment to purchase conflicting developed property.

Sufficient interest in the Runway Protection Zones can be accomplished in three primary ways. The first and the preferred method is for the airport to purchase the approach areas in fee. The second is through adequate zoning. The third alternative is through purchase of an easement (or a combination of easement and zoning). Ownership in fee is preferred because it provides maximum control for the airport.

FAA Advisory Circular 150/5300-13 states this ownership policy as follows "All ... existing and planned airport elements including the following should be on airport property. (A) Object Free areas, (B) **Runway Protection Zones** (C) Areas under ...Part 77 ... imaginary surfaces out where the surfaces obtain a height of at least 35 feet above the primary surface; and (d) Areas, other than those which can be adequately controlled by zoning, easements, or other means to mitigate potential incompatible uses...Such control includes clearing RPZ areas (and maintaining them clear) of incompatible uses and activities." Through experience we have learned that it is usually less expensive in the long run to acquire the RPZ in fee rather than acquiring an easement. This is because an easement must be very restrictive in order to provide adequate control unless zoning is also very restrictive.

Compatible land use within the RPZ is generally restricted to such land uses as agricultural, golf course, and similar uses which do not involve congregations of people or construction of buildings or other improvements that may be obstructions. "The following land use criteria apply within the RPZ: (a) While it is desirable to clear all objects from the RPZ, some uses are permitted, provided they do not attract wildlife, are outside the Runway OFA, and do not interfere with navigational aids. Golf courses (but not club houses) and agricultural operations (other than forestry or livestock farms) are expressly

permitted under this proviso. Automobile parking facilities, although discouraged, may be permitted, provided the parking facilities and any associated appurtenances, in addition to meeting all of the preceding conditions, are located outside of the object free area extension. **(B) Land uses prohibited from the RPZ are: residences and places of public assembly. (Churches, schools, hospitals, office buildings, shopping centers, and other uses with similar concentrations of persons typify places of public assembly.)"**

In cases where the land is already developed and it would be too expensive to acquire the existing development this policy is a recommendation to the land owner i.e. it is a notice to the land owner that the FAA considers such uses incompatible. "Where it is determined to be impractical for the airport owner to acquire and plan the land uses within the entire RPZ, the RPZ land use standards have recommendation status for that portion of the RPZ not controlled by the airport owner." Where such land is vacant it is rarely impractical to acquire the land in the RPZ. Even if the cost of the land seems to be prohibitive the airport owner is expected to exercise sufficient control through zoning or easements to prevent prohibited land uses.

It is FAA policy to object to incompatible land uses that are proposed for property within the RPZ whether or not the airport owns the land and such objection should be anticipated. In particular when we receive a proposal for an airspace study under Part 157 for the RPZ **we will object when that proposal conflicts with an airport planning or design standard or recommendation.**

We recommend that Airport owners and managers review the Airport Layout Plan for conformity with the above statement. Airports that do not own the entire RPZ should consider the need to acquire such land if there is any possibility that incompatible land uses could occur within the RPZ. In particular easements should be reviewed to ensure that land uses are restricted not just obstructions. Where necessary requests should be made to the appropriate zoning authority to rezone such land to prevent future incompatible use. Where neither zoning nor easements are adequate the RPZ should be acquired in fee. Airport layout plans should be revised if necessary to show such future land acquisition so that it is eligible under the Airport Improvement Program. An airport can acquire such land and be reimbursed at a later date from a future AIP grant, if funds become available, such land acquisition is shown on an approved ALP, and the FAA determines that such land is eligible.

[BACK TO 611 PAGE](#)

Prepared by Planning & Programming Branch, Central Region
Issue Date: 10/22/96
Last Revised: 10/22/96

STATE OF WISCONSIN : CIRCUIT COURT : KENOSHA COUNTY
BRANCH 5

SCOTT M. PEDERSON, CYNTHIA A.
PEDERSON, JEFFREY THOMPSON and
MARCIA THOMPSON,

Plaintiff-Petitioners,

-vs-

CITY OF KENOSHA, Common Council, and
CITY OF KENOSHA, a Municipal Corporation,

Defendant-Respondents.

DECISION

CASE NO. 95-CV-497

FILED

DEC 07 1995

GAIL GENTZ
CLERK OF CIRCUIT COURT

JOHN E. SCHMIDT, (dismissed),
SANDRA K. CLAUSEN, GENE A. CLAUSEN,
MARCIA THOMPSON and JEFFREY C. THOMPSON,

Plaintiff-Petitioners,

-vs-

CITY OF KENOSHA, Common Council, and
CITY OF KENOSHA, a Municipal Corporation,

Defendant-Respondents.

CASE NO. 93-CV-1485

These cases, now consolidated, came before the Court on September 1, 1995. Plaintiffs move for Summary Judgment pursuant to Wis. Stats. 802.08. Plaintiffs argue that City of Kenosha Ordinance 79-94, a zoning ordinance, is void and unenforceable as against Petitioners, and that Section 114.136(1)(a), Wis. Stats. is unconstitutional or unconstitutional as applied.

Defendants on the other hand argue that City Ordinance 79-94 is valid and Section 114.136(1)(a) is constitutional. All

participants agree that there is no genuine question of fact and that the matter can be decided by Summary Judgment. Therefore, the Court is not going to set forth the methodology used to conclude that a case should be decided by Summary Judgment.

Plaintiffs state that the Ordinance 79-94 that was created pursuant to Section 114.136(1)(a) was done so without the approval of the Kenosha County Board of Supervisors, the Townships of Bristol, Somers, Paris and the Village of Pleasant Prairie. There is no question about that assertion. Those Boards, Townships and Village had no say in the enactment of the Ordinance in question, other than the public hearing that by law was held by the City of Kenosha in a timely fashion prior to the enactment of the ordinance.

Ordinance 79-94 created Section 13 of the Zoning Ordinance for the City of Kenosha. Said section entitled "Airport Overlay District (AIR) creates an airport overlay district extending over all lands within three miles of the boundaries of the Kenosha Regional Airport. This ordinance imposes restrictions on height, density of development, residential uses and construction standards within the Airport Overlay District for the express purpose of "minimizing obstructions of aviation, risk of loss of property and life due to aircraft crash hazard, and risk of loss of use and enjoyment of property due to aircraft noise levels." Again, this Ordinance was adopted in accordance with Section 114.136, Wis. Stats. In other words, said statute gives the City the right to enact the Ordinance in question.

The three mile extension from the boundary of the airport goes beyond the City of Kenosha limits and affects the citizens in the aforesaid village and townships. Those citizens had no elected representatives in City government to vote aye or nay on this Ordinance; therefore, said citizens had no say in the enactment of same. Plaintiffs argue that this violates the "one man one vote" principle of representation under the equal protection clause of the 14th Amendment of the U.S. Constitution or the equivalent section of the Wisconsin Constitution, Art. 1 Sec. 1.

There is no question that this ordinance affects property rights of citizens not residing in the City of Kenosha. According to the affidavits filed with the Court, it has caused land values to go down and sales of property have been lost because of this Ordinance. Also, the Ordinance affects future construction on people's private property that are within the overlay. On the other hand, it minimizes property and life due to aircraft crash hazard, and risk of loss of use and enjoyment of property due to aircraft noise levels, and will do so well into the next century.

All participants in this case have cited United States Supreme Court cases and State cases involving the "one man-one vote" concept under the 14th Amendment, U.S. Constitution, and Art. 1 Sec. 2, Wisconsin Constitution. Baker v. Carr, 369 U.S. 186, Gray v. Sanders, 372 U.S. 368, Reynolds v. Sims, 377 U.S. 533 and State ex rel. Sonneborn v. Sylvester, 26 Wis. 2d 43, are such cases, to name a few.

However, the United States Supreme Court case that seems to

be on point is Holt Civic Club v. City of Tuscaloosa, 439 U.S. 60. Apparently the City of Tuscaloosa enacted an ordinance pursuant to a State statute that provided police and sanitary regulations beyond their city limits. Holt challenged the constitutionality of that ordinance in the case, i.e. the extraterritorial exercise of police powers over them, without the concomitant extension of the right to participate in Tuscaloosa's electoral process violated their equal protection and due process rights.

The Supreme Court rejected that argument:

"No decision of this Court has extended 'the one man one vote' principle to individuals' residency beyond the geographic confines of the governmental entity concerned be it the State or its political subdivisions. On the contrary, our cases have uniformly recognized that a government unit may legitimately restrict the right to participate in its political processes to those who reside within its borders." Pg. 68 Holt.

At Pg. 69, Holt is found:

"The imaginary line defining a city's corporate limits cannot corral the influence of municipal actions. A city's decision inescapably affects individuals living immediately outside its borders. The granting of building permits for high rise apartments, industrial plans, and the like on the city's fringe unavoidably contributes to problems of traffic congestion, school districting, and law enforcement immediately outside the city...Indeed, the indirect extraterritorial effects of many purely internal municipal actions could conceivably have a heavier impact on surrounding environs than the direct regulation contemplated by Alabama's police jurisdiction statutes. Yet no one would suggest that nonresidents likely to be affected by this sort of municipal action have a constitutional right to participate in the political processes bringing it about."

The Court believes that Holt is controlling in this case and constitutionally allows the City to affect citizens (not City residents) that reside within three miles of the airport for the "legitimate purpose" of promoting the public safety, welfare and convenience." See Section 114.136, Wis. Stats. Certainly the ordinance in question bears some "rational relationship to a legitimate state purpose." Holt, pg. 70.

Wadworth Co. v. Elkhorn, 27 Wis. 2d 30 stands for Wisconsin authority for extraterritorial zoning. At page 34 is found:

"The legislature may and often does expressly or by implication grant to municipal corporations the right to exercise police power beyond and within a prescribed distance of the municipal limits."

To this Court, Section 114.136, Wis. Stats. and the Ordinance in question is attempting to protect citizens surrounding the airport for decades to come. The statute is trying to prevent the problems O'Hare Airport in Chicago is experiencing at the present time, namely, the hue and cry by citizens near the complex over the terrible noise level they are subjected to because of jet airplanes. Admittedly, the people that have submitted affidavits to the Court and others in the three-mile overlay have or will suffer economic loss. However, the statute and ordinance in question should protect the health and welfare and convenience for future generations which the Court believes overrides immediate economic loss.

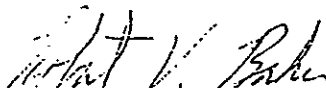
Therefore, the Court will find that Section 114.136, Wis. Stats. and City of Kenosha Ordinance 79-94 Constitutional and valid

for the reasons and cases cited in this Decision. Summary Judgment is granted in favor of the City of Kenosha and consequently Plaintiffs cases are dismissed.

Dated this 7th day of December, 1995, at Kenosha, Wisconsin.

BY THE COURT:




Robert V. Baker
Circuit Court Judge

Copy:

Mr. Gary W. Thompson, Attorney for Petitioners. 808 North Third Street, No. 300, Milwaukee WI 53203.

Mr. James Conway, City Attorney for Kenosha, Wisconsin. 625 - 52nd Street, Kenosha WI 53140.

Ms. Mary Woolsey Schlaefer, Assistant Attorney General, Wisconsin Department of Justice, P.O. Box 7857, Madison WI 53707-7857.

APR 24 2000

SOUTHEASTERN WISCONSIN REGIONAL PLANNING COMMISSION

916 N. EAST AVENUE • P.O. BOX 1607 • WAUKESHA, WISCONSIN 53187-1607 • **TELEPHONE (262) 547-6721**
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WAUKESHA



April 21, 2000

Mr. William F. White, Attorney
Michael Best & Friedrich
One South Pinckney Street
P. O. Box 1806
Madison, WI 53701-1806

Mr. James W. Conway, Attorney
City of Kenosha
625 52nd Street
Kenosha, WI 53140

Re: Kenosha/Bristol Cooperative Plan
SEWRPC No. CA-103-104

Dear Mr. White and Mr. Conway:

In accordance with the statutory charge to the Commission, the Commission staff has reviewed the City of Kenosha/Town of Bristol cooperative plan dated January 2000 and presented for review at a public hearing sponsored by the City of Kenosha and the Town of Bristol on April 18, 2000. The Commission staff previously submitted comments on a previous draft of the cooperative plan in a letter to you dated December 29, 1999. The cooperative plan has not changed significantly since that initial review by the Commission, and, accordingly, Commission comments made in our December 29th letter still apply.

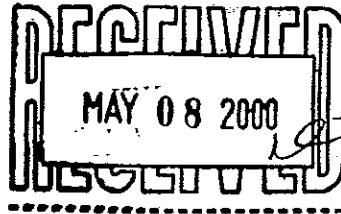
We trust that this meets the statutory mandate for comments by the Regional Planning Commission on the proposed cooperative plan. Should you have any questions, please do not hesitate to contact us.

Sincerely,

Philip C. Evenson
Executive Director

PCE/WJS/wbw
#19376 v1 - ken/bristol coop plan

MAY 11 2000



12610 60th st.
Kenosha, Wis. 53144
May 4, 2000

Clerk of Bristol
8301 198th ave.
Bristol, Wis. 53105

To Whom it May Concern:

We (Raymond M. and Jane L. Arbet) attended the meeting (4-18-00) concerning Kenosha's annexation of the $2\frac{1}{4}$ miles in Bristol bordered by Highway 50 and Highway K. Our farm is included in this proposed annexation.

Attorneys Conway and White noted that this boundary agreement makes no mention of airport overlay. White said, "Airport overlay zoning is not part of this plan." "It is not subject to the negotiations the city and town have gone through."

The airport overlay zoning has deprived us of the erection of cellular towers on (three different occasions) our property resulting in a substantial loss of (potential) income. We feel that zoning exemptions or monetary compensation is in order.

Since we as property owners (in the affected area) are literally "strapped" by overlay zoning regulations, we feel that the overlay zoning is definitely a factor to be dealt with.

We have had numerous offers to purchase all or part of our farm. We pay the taxes on this property that we have owned since 1960. We are told by both Bristol and Kenosha that we cannot sell any land to Kix Trucking (for expansion) because Kix's expansion does not fit into the plans that Bristol and Kenosha have for this area. What has become of our rights as tax paying property owners?

When we speak to neighbors concerning this matter, we find many disgruntled citizens who feel as though we are living under a form of Communism. The governing bodies are dictating our rights to sell what belongs to us !

Sincerely,

Raymond M.
Jane L. Arbet

MAY 08 2000



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Milwaukee, Wisconsin 53202-4497
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Naples
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e-mail: jhb@quarles.com

May 5, 2000

Mr. James W. Conway
City Attorney
City of Kenosha
625 - 52nd Street
Kenosha, WI 53140

Mr. William F. White ✓
Michael, Best & Friedrich
One South Pinckney Street
P.O. Box 1806
Madison, WI 53701-1806

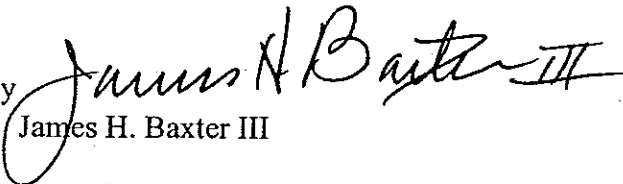
Re: **Comments of the Village of Pleasant Prairie on the Proposed
Section 66.023 Agreement between the City of Kenosha and the
Town of Bristol**

Gentlemen:

In commenting on the proposed final Section 66.023 Agreement between the City of Kenosha and the Town of Bristol, the Village of Pleasant Prairie hereby renews and incorporates by reference the comments made in my letters to you of August 3 and 4, 1999 with respect to the 6/1/99 draft of the proposed agreement, which are bound with the proposed final agreement.

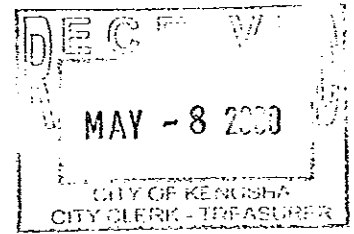
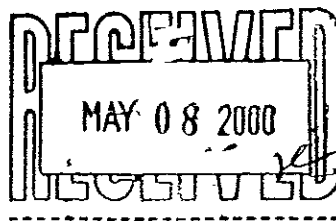
Very truly yours,

QUARLES & BRADY LLP

By 
James H. Baxter III

JHB:alb
cc: Michael R. Pollocoff

QBMKE\4551379.1



May 6, 2000

City of Kenosha
625 - 52nd Street
Kenosha, WI 53140

Town of Bristol
198th Avenue and 83rd Street
Box 187
Bristol, WI 53104

RE: Proposed 62.023 Stats. Joint Boundary Agreement Concerns

Dear Sirs/Madams:

I am a property owner in the proposed City Growth Area, I have reviewed the proposed joint boundary agreement plan and have the following concerns and recommendations regarding this proposal:

Enforcement of City of Kenosha Ordinances in Growth Area May be Unfair to Affected Property Owners and Unnecessary.

A. Section 12.02.2 of the proposed Boundary Agreement Draft at page 6 outlines the specific application of numerous city ordinances in the proposed city growth area. These provisions may be unfair to affected property owners and are likely unnecessary as they require affected property owners to comply with city ordinances and town and county ordinances all at the same time. Any boundary agreement contemplated should provide or create a mechanism where only one level of administration and fees are imposed on affected property owners. An outline of the proposed city ordinances to apply in the city growth area are as follows:

1. **City Fees and Ordinances.** The provisions of Section 12.02.2 contemplate layers of fees and ordinances for affected property owners to pay and abide by, e.g.:

- a. Administrative Fees under 9.01(B) (3) city ordinances.
- b. Occupancy Permits under 9.026(D) city ordinances.

c. Permit Fees under 9.08(A) city ordinances:

- * building permits
- * electrical
- * plumbing
- * heating
- * signs
- * occupancy

d. Excavations, Depressions, Holes & Water Pits under 9.19 city ordinances:

- * Penalty for maintaining is \$25-\$500/day, cost of prosecution and jail up to 6 mo.

Why should affected property owners in the City Growth Area be subject to jail and fines for something not apparently illegal under current town and county law ? This provision should be removed.

e. Signs. Chapter 15 City Ordinances. All signs require sign permits and attendant fees. \$35 for on premises signs, \$100 for off premises signs. Annual permit fees for off premises signs \$100. Temporary sign permits fee \$25.

Why should affected property owners be subject to city fees for signage over next 30 years requiring a trip to downtown city of Kenosha to obtain same when the town of Bristol and/or county offices are only 5 minutes away ? This provision should be removed.

f. Common Exterior Maintenance Code. Chapter 20 City Ordinances. No disposal of debris on site. No accumulation of rocks, stumps or trees. Penalties up to \$1000 and/or 60 days in jail.

Why should affected property owners in the proposed city growth area which is predominantly zoned agricultural, be subject to fines and penalties for activities associated with agricultural use of property in the city growth area ? This provision should be removed.

g. Vacant Building Code. The Boundary Agreement Draft contemplates enforcement of the vacant building code on affected town of Bristol residents, specifically: any building not occupied, not under construction, remodeling or rebuilding for a 1 month period is subject to this ordinance. The annual fee for maintaining such a structure is \$100. See 28.07 ordinances. Many if not most of the current and historic agricultural structures in the proposed City Growth Area would be subject to this provision of the city ordinances.

Why should affected property owners in the proposed city growth area be subject to city administrative fees for maintaining buildings which are permitted and attendant structures under current town and county ordinances with no annual fee requirements ? This provision should be removed.

h. Impact Fees contemplated under Chapter 35 City Ordinances. 5% of value of land subject to development but not less than \$250/lot.

Why should affected property owners in the proposed city growth area contemplating improvements to their property be subject to impact fees where no subdivision of property in the traditional sense occurs ? This provision should be removed.

i. Regulating Land Division and Platting.
Chapter 37 City Ordinances.

The whole scheme contemplated by the Boundary Agreement Draft contemplates two (2) layers of administration and fees, one at the town and county level, the second at the City of Kenosha. The draft boundary agreement should create only one level of administrative enforcement of ordinances at the county level to be fair to the affected property owners during the 30 year conversion period.

2. Failure of Boundary Agreement Draft to Provide Affected Property Owners with means to participate in City Governance may be Constitutional Defect to Entire Cooperative Plan and Agreement Scheme under Wis. Stat. 66.023.

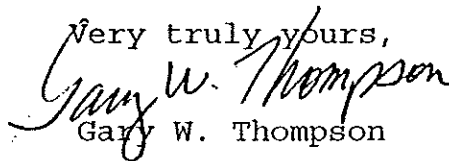
The proposed boundary agreement is silent on providing the affected property owners with any means to participate in City Governance. Upon adoption, the residents of the City Growth Area will fundamentally and significantly be tied to the City of Kenosha and on a rapid course to becoming city residents, however, without the franchise to vote or hold numerous city offices.

Under 62.09(2) Stats. and 1.28(A) city ordinances, there is a residency requirement for the Mayor, Alderman and Municipal Court Judge. To be eligible, one must be an elector to hold these offices, i.e., 18 years old, reside in the aldermanic district and otherwise be eligible to hold office. The Boundary Agreement Draft should provide a means or method to provide affected property owners in the City Growth Area with eligibility to vote in city elections and hold these city offices, a type of hybrid elector.

3. On site Sanitary Permits

The proposed Boundary Agreement Draft specifically prohibits the use of on-site sanitary (mound systems) which are permitted by the town and county on the affected lands in the proposed City Growth Area. This prohibition is unfair to the affected property owners who may wish to accomplish limited improvement to their properties. As currently considered, the proposed Boundary Agreement Draft would prohibit any construction of on site sanitary systems. It is fundamentally unfair to permit the limited construction of such systems on lands outside the City Growth Area but to prohibit them within the City Growth Area. Such a provision may be violative of the 14th amendment. In addition, this provision will promote the rapid conversion of the agricultural lands in the City Growth Area because property owners will be unable to undertake limited development of their property, e.g. an additional home for a family member, thereby encouraging rapid urbanization of the property because the existing property owners will be unable to improve their property on a limited basis. The proposed Boundary Agreement Draft should be revised to specifically allow construction of on-site sanitary systems, as currently permitted under the existing town and county ordinances, in the affected proposed City Growth Area.

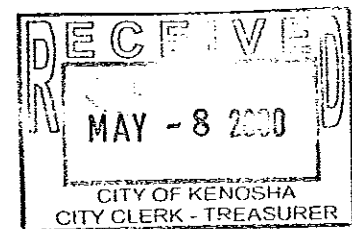
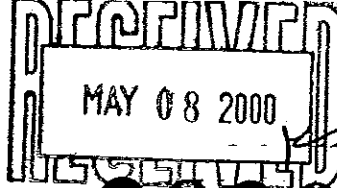
The 66.023 Stats. Cooperative Plan and Agreement could very well be the subject of litigation should these issues not be adequately addressed.

Very truly yours,

Gary W. Thompson

14000 75th Street
Bristol, WI 53104

cc: Mr. George Hall, WI DOA Boundary Review
Kenosha County

Kenosha 2020 LLC



Public Policy Research and Education Foundation

262-857-6453
5612 Seventh Avenue
Kenosha, WI 53142

May 8, 2000

Mayor John Antaramiam
Municipal Building
625 - 52nd Street
Kenosha, WI 53140

Mr. Rick Czopp, Administrator
Town of Bristol
198th Ave. & 83rd Street
Bristol, WI 53104

RE: City of Kenosha / Town of Bristol Cooperative Plan and Agreement Under Section
66.023, Wisconsin Statutes.

Gentlemen:

Kenosha 2020 provides the following additional analysis and comment on the proposed cooperative plan. Kenosha 2020 commissioned Applied Ecological Services, Inc. (AES), specialists in Environmental Management and Research, to review and critique the proposed draft cooperative plan agreement. The AES conclusions and recommendations raise important issues not addressed in the draft plan. A copy of the AES analysis and recommendations are attached as Exhibit A.

Kenosha 2020 provides additional information regarding noise, safety and conflicting land use issues related to the rapid growth at the Kenosha Regional Airport. Notwithstanding the Mayor's announcement that the Kenosha Regional Airport will remain what it is (during his tenure), growth in the national air transport system and its spill over effects at Regional Metropolitan General Aviation reliever airports such as the Kenosha Regional Airport, impact the wisdom of the proposed Kenosha/Bristol land use plan. The forecast rapid growth may very well overwhelm the current city administration's conservative airport growth plans. Attached as Exhibit B is a summary of comments presented to the Kenosha Regional Airport commissioners regarding growth of the national air transport system as forecasted by the Federal Aviation Administration and its effects on growth at the Kenosha Regional Airport.

The safety related issues relative to the size and dimensions of the Kenosha Airport Approach corridors were the subject of litigation some years back and were held

to be valid and in the public interest by the courts. Attached as Exhibit C are excerpts from the California Airport Land Use Planning Handbook showing Arrival and Departure Accident Patterns from flight operations. There is a statistically significant exposure of aircraft accidents up to 20,000 feet from the landing threshold and prudent land use planning minimizing incompatible land uses would appear prudent.

A study of airport growth and land use issues in other parts of the country is instructive and suggests that the urban sprawl around the Kenosha Regional Airport puts the Airport on a collision course with the residential land uses as proposed under the Kenosha/Bristol Cooperative Plan. The sampling of articles included in attached Exhibit D reflect that noise and safety related concerns will remain where known conflicting land uses are permitted near airports and in approaches. Additionally, significant anti-airport constituencies will be created where conflicting land use is permitted around the Kenosha Regional Airport and its approaches. Federal, State and local governments have made significant public investments in the Kenosha Regional Airport. The economic benefits to the community at large are at risk. As reflected in a number of the articles, numerous communities around the country are adopting noise ordinances and aircraft operation curfews which limit the efficient utilization of the air transport system. For example, San Jose, California, has an 11 p.m. to 6 a.m. takeoff and landing curfew on aircraft with greater than 75,000 lbs. Gross Weights. This prevents airplanes such as the Gulfstream V from utilizing the San Jose Airport. Two Gulfstream V airplanes will be based at the Kenosha Regional Airport later this year following completion of the new Wrigley Gum Company hanger complex. Aspen Colorado regional airport also has a 11 p.m. to 6 a.m. curfew, but on all aircraft operations. The City Counsel in Boca Raton, Florida recently approved a resolution seeking Federal approval for a mandatory ban on night flights in and out of their airport. As reflected by the numerous articles from around the country (Noise News), segregating incompatible land uses is a fundamental policy consideration to address known conflicting land uses and here, to preserve efficient use of the Kenosha Regional Airport and the National Air Transport system.

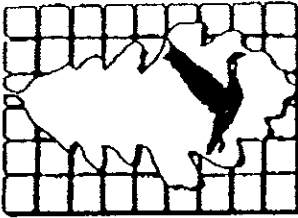
Kenosha 2020 hopes the public policy analysis provided herein will be helpful to the decision makers who look not simply at the land use demands made today, but will make sound land use compatibility decisions for future generations in the 21st Century and beyond.

Sincerely



G. Thompson
Executive Director

cc: Mr. George Hall, Wis. Dept. of Administration
Mr. Kurt Bauer, South Eastern Wisconsin Regional Planning Committee
Mr. George Melcher, Kenosha County Planning & Development



APPLIED ECOLOGICAL SERVICES, INC.

17921 SMITH ROAD, P.O. BOX 256, BRODHEAD, WI 53520

PHONE: 608-897-8641, 608-897-8547 FAX 608-897-8486

Email: info@appliedeco.com

SPECIALISTS IN ENVIRONMENTAL MANAGEMENT AND RESEARCH

May 8, 2000

Mr. George Hall
Municiple Boundary Review
Wisconsin Department of Administration
P. O. Box 952
Madison, Wisconsin 53701-0952

RE: Kenosha/Bristol Boundary Agreement Issues (00-256)

Dear Mr. Hall,

The following letter was prepared to summarize our review of the Kenosha/Bristol Boundary Agreement issues as presented in the "Cooperative agreement City of Kenosha/Town of Bristol (revised draft dated 9/24/99). We have reviewed this document under a retainer with Kenosha 2020, LLC.

In the past few years, a growing movement has drawn attention to the issues of suburban sprawl, urban growth, and the loss of agricultural and natural lands. A number of different ideas have become popular answers to some of the problems presented. For instance, the Grow Smart, Grow Green program in Wisconsin promotes comprehensive planning to integrate open space and appropriate development on a regional scale. Conservation Development promotes the integration of preserved and restored natural areas with site scale development (ideally after answering the question of whether or not development is even appropriate). The neo-traditional movement attempts to create human scale development by concentrating built areas while integrating commercial, small-scale industrial, educational, and recreational uses. Variations on these approaches have been developed and continue to evolve as well. It is safe to say that modern, progressive views on new development invariably incorporate some of the principles contained within these approaches.

Unfortunately, many new developments continue to be designed and implemented without taking into consideration the many positive benefits inherent in these modern and progressive approaches. Mistakes that have been made for years continue to be made. The Bristol expansion is an example of a project that provides some superficial attention to modern approaches, but does not really fulfill the promise contained within them because of the many compromises made. The following examples are presented:

1. **POOR SOILS DISREGARDED IN PLAN.** Drained hydric soils which were former wetlands such as in drainageways not addressed in plan. Map (F-10), such soil types as Ww, AtA, Dt, and others are often best left in developments as open space.
2. **ENLARGEMENT OF FLOODPLAINS AND AREAS NEEDED FOR STORMWATER MANAGEMENT NOT TAKEN INTO CONSIDERATION.** As land converts from agricultural to developed residential and commercial land-uses drainageway needs will enlarge. This dynamic has not been taken into account in this planning process. Failure to do so will usually result in economic impacts to residents and community and perhaps more safety problems and added costs.

FEMA and cooperators routinely remap floodplains. Recently on a local rivers (the Des Plaines in Lake County, Illinois) floodplain elevations have elevated 2-3 feet. This remapping, and the acreage of land needed for stormwater management is having substantial economic impacts.

3. **WETLAND MAPPING INCOMPLETE.** The wetland mapping conducted by SEWRPAC has failed to include farmed and prior converted wetlands, which are required by Federal regulation to be included and mapped in such planning efforts. Review of air photographs suggests there exists poor soil areas which the Natural Resources Conservation Services would likely map as wetland under their jurisdiction as the Federal agency that is responsible to delineate wetlands in agricultural lands. The addition of this map information will substantially change the land base that is developable.
4. **ENVIRONMENTAL CORRIDORS.** Environmental corridor mapping map (F-13) has mapped most of the obvious and conspicuous areas. However, several stream courses such as in the southwest corner of the planning area and southeast area have not been included. Also, several historic farm tree rows, savanna and forested remnants are not included. Their inclusion and integration would be desirable on this plan since they are some of the key natural resources in the property.

It is appropriate in such a development plan to work carefully with areas that would meet SEWRPAC's environmental corridor definitions, and other areas that may not meet the definition but that function as environmental corridors such as if they currently act to convey stormwater but are not included in stream channels. Please consider the following points to this end.

- The CLP appears to propose to move the course of some existing drainages. While this may be legally allowable, it will ultimately result in a poorer design. Enhancing and stabilizing the existing drainage will result in fewer erosion problems, less earthwork, and better opportunities for incorporating passive stormwater treatment.
- The CLP provides an interesting approach in the Planned Environmental Development. The approach taken is laudable and would be better used as a guideline for the entire site if development goes forward.
- The CLP proposes housing in an approach zone district. The approach zone will experience 60-65 dB noise levels regularly (as loud as a running vacuum cleaner). The CLP proposes to change the designation, but provides no assurance that noise will be reduced. This violates the general planning principle of choosing appropriate uses for appropriate locations.

5. **URBAN SPRAWL.** The plan has been developed with the above deficiencies and although language in the plan suggests sprawl is being addressed, it is clear that the major problems of sprawl. Land consumption, inept integration of natural resources, an in appropriate or absent address of creative ways to manage stormwater, and lost ecological restoration opportunities are inherent in this plan. It is also apparent that the infrastructure layout (e.g. roads, tiles) will be costly to maintain for future generations. This plan could be substantially improved following conservation development principles developed and being used locally in other projects.

The plan could also be substantially improved with a focus on transportation based design and a substantially densified development which could yield substantially more open space available for many purposes. The presence of such open space, especially including restored ecological systems to reconnect currently fragmented water courses, forest/savannas and others would increase the economic benefits of the anticipated development and reduce its short and long term costs.

Please consider these other deficiencies related to the sprawl issue:

- The City of Kenosha/Town of Bristol Cooperative Plan and Agreement under Section 66.023, Wisconsin Statutes, 9/24/99 (the Plan) presents problems and opportunities in Section 4 which includes "control urban sprawl." Although the point is made that additional sprawl will be difficult, the Plan presented seems to exacerbate urban sprawl.
- The street plan presented in the Cooperative Land Use Plan, July 14, 1999 (CLP), provides for multiple uses, but does not integrate them in such a way as to reduce the necessity for driving except in a limited context.
- The CLP purports to maintain the rural quality of the area, but provides no sensible rationale for how that is to be done. The design itself certainly does not provide a rural atmosphere and the effects on the neighboring uses will certainly be of a suburban or even urban character.
- While the CLP proposes a more traditional style of gridded streets, it does not really address issues such as reduced lot size, reduced paving, smaller set backs, architecture or other potential opportunities that might be present in neo-traditional or conservation design approaches.
- Areas of open space envisioned are not sufficiently detailed in the plan to know whether they will for example be high maintenance lawn areas, or restored prairies. This could have major implications with respect to maintenance costs, irrigation water needs and environmental contaminants generated by the development. In light of regional water issues, including regional and international agreements on additional extractions of Lake Michigan water, it is very important to ferret these issues out now for a development of this size and scale. In short, the plan fails to incorporate nor acknowledges recommendations by the International Joint Commission on Great Lakes Waters relative to the Inter-basin Transfers issued February 22, 2000.
- The plan fails to address traffic congestion and infrastructure costs to Kenosha and the State for Highway improvements. Also, no address of alternative transportation such as pedestrian and bicycle, and mass transportation are included which would be very important to address regional congestion issues.

Example principles that could be used in redesign of this area are included in Attachment 1. Attachment 2 includes several publications addressing the benefits of alternative designs that would be of great value to this cooperative endeavor. The economic yield of these example projects has clearly demonstrated that using the attached principles in design is of great benefit.

In summary, as a plan that is supposed to guide the future direction for these wonderful Southeast Wisconsin communities, this plan and agreement will surely do nothing more than perpetuate the problems of the past and present. These communities owe it to their existing and future residents to set very high standards and lead by example. This plan and agreement do neither.

Yours very truly,

A handwritten signature in black ink, appearing to read 'Steven I. Apfelbaum', with a long horizontal line extending to the right.

Steven I. Apfelbaum
Research and Consulting Ecologist

Enclosure

Cc: Town of Bristol
City of Kenosha
Kenosha County
Kenosha 2020, LLC
SEWRPAC

Introduction to Conservation Development

Prepared by:

Bielinski Development, Inc.
Applied Ecological Services, Inc.
Vandewalle & Associates
Welch, Hanson & Associates, Inc. HNTB
Midwest Engineering Services, Inc.
Cramer, Multhauf & Hammes, LLP
Michael Best & Friedrich, LLP

February 19, 1999

INTRODUCTION

This package was prepared to document the principles being developed by the Bielinski Development Team for design and implementation of development projects that strive to bring balance to ECOLOGICAL, ECONOMIC, AND CULTURAL ISSUES AND OPPORTUNITES. We use the term "Conservation Development" to express the integration of these areas, in a new planning model.

Our Team members have many years of experience in doing these types of developments. We are now formalizing a process for approaching conservation development projects. The following provides our rationale for striving to focus on this new development strategy as we explore our future projects.

A checklist of:

Comprehensive Neighborhood Design

Principles, Process, & Related Issues

Principles

1. Human Scale
2. Sense of Place
3. Mixed Use Neighborhoods
4. Sustainable Densities
5. Pedestrian Oriented
6. Social Interaction
7. Aesthetic Quality
8. Marketability
9. High Quality of Life
10. Economic Diversity
11. Economic Feasibility
12. Ethics and Responsibility
13. Integrated Open Space
14. Recreational Opportunities
15. Quality Stormwater Management
16. Ecological Preservation and Restoration
17. Enhance Wildlife Habitat
18. Environmental Sensitivity

Planning Model

Intrinsically linked aspects
of a sustainable community

Ecology
"Conservation and
land stewardship"

Culture
"Liveable communities
offering a high quality
of life"

Economy
"Economically viable
development"

Planning Objective:

High quality of life in the context of
responsible land stewardship, economic
viability, and long-term sustainability.

Interest in Conservation Development

The Bielinski Development Team believes some developments that have been identified as conservation developments (or open space developments) have been misrepresented and are not going to address sprawl and ecological problems that continue in the southeastern Wisconsin. The approach used by several developers includes the development of subdivisions with a few large lots, and very large expensive homes. Fragmenting property into large lots and clustering around natural resources like wetlands, and producing large unaffordable homes is not a model approach to making conservation developments accessible to a larger percentage of the population. Bielinski Development Team is interested in focusing future energies on finding new ways to contribute to better developments in the Milwaukee area.

The Bielinski Development Team is exploring new ways to develop property. Some of our prior project sites have had high natural resource values. Working with these sites has typically caused or contributed to lengthy regulatory review processes, and higher costs and designs, that have not worked well for the natural resources. Our projects have met the codes and ordinances. However, it is our realization that a different way of thinking from the perspective of the development team and the regulatory community is necessary if natural resources and conservation developments are to be done successfully. We are encouraged in our projects where we have worked with nature. More typically developers until recently have literally worked against nature, trying to mold land and resources to fit preconceived needs and aspirations. Nature has been viewed as an obstacle, rather than an asset.

We now realize a need to fundamentally change our (and other developers) behavior. Bielinski Brothers Development is the largest single family developer in the Milwaukee area, and one of the largest in Wisconsin. We look forward to continuing to be an industry leader and sincerely feel conservation development is an important new frontier for our industry.

We bring our team and our over 35 years of development experience in Greater Milwaukee area to this new development frontier. We are encouraged and excited by this prospect and the commitment to working closely with community leaders and decision makers, regulatory staff, citizens, and others to collaborate on good examples of conservation developments.

Development Team Conservation Development Initiatives

The development team has begun drafting preliminary goals and initiatives that could be considered during planning phases where possible and appropriate in any future development project. These are articulated in the following statements and goals for our conservation development projects. Our team would look forward to working closely with any community to better articulate these for specific projects.

General Guiding Principles

The following principles and goals illustrate the thinking of our team. The numbered statements are statements of principle. An example of a more focused and perhaps specific goal that may be considered for implementation on any development projects are included for discussion purposes. The result of consideration of all principles (where appropriate) we believe provides one way to achieving the balance in the Planning Model.

The following listing is not prioritized.

1. Use Small lots and clustered development layouts.

Goal: Densify and consolidate build environment to protect open space in project and reduce impervious.

2. Use traditional neighborhood design strategies for planning.

Goal: Provide homes for affordable but mixed incomes, mixed home styles and focus on creation of a community and quality human environment.

- Design and deliver a project that respects and addresses the cultural environment of the region.
- Explore a mixed use (residential and commercial use) to provide such basic needs as food and basic services to reduce vehicle miles traveled per capita for residents in this development compared to a typical development.
- Design built environment at a human scale and provide easy access and understandable wayfinding opportunities.

3. Develop energy efficient housing.

Goal: Increase energy efficiency of homes by 50-75%.

4. Design and develop for clean storm water quality and reduce the quantity of water and contaminants and nutrients generated by a project.

Goal: Reduce water release quantities to presettlement rates and produce water quality benefits that exceed all standards, and set new standards for quality to be achieved from urban landscapes.

Developer will install ecological monitoring program to measure performance of site with respect to water quality and quantity, and to monitor the behavior of residents toward native landscaping and other aspects of the project.

5. Restore ecological systems within a development

Goal: Restore degraded ecological resources.

- Restoration of continuity within natural systems.
- Re-connect currently fragmented natural resource remnants.
- Buffer and protect natural resources.

6. Integrate natural resources systems in a development.

Goal: Integrate and restore natural resources as aesthetic and functional landscape elements for conservation, protection and quality of life purposes.

. A management plan will be created for the natural resources in the development.

- A management plan for created landscapes (common areas, yards, etc.) will also be developed for landscapes in the site, for use by homeowners and others.
- Developer will commit to conservation easement on project site. All ecological resources, buffers, trails, etc. will be included in the easements.

7. Develop Ecological/natural resources educational materials for homeowner and business owner use and provide educational opportunities.

Goal: Develop outreach educational materials for natural resources to involve people in new ways to manage lawns and other resources.

8. Create affordable housing.

Goal: Provide regionally important mixed housing styles at costs of \$150,000 - \$275,000.

9. Consider building material life cycle costs.

Goal: Use building materials with efficient life cycle total costs.

10. Minimal/localized soil disturbance during construction.

Goal: Reduce grading requirements for development to minimize soil disruption.

11. Use Best Management Practices for erosion/sedimentation control.

Goal: Reduce existing agricultural conditions to less than 10% of modeled presettlement.

12. Reduce the volume of storm water generated by a development.

Goal: This initiative will focus on development of a stormwater management treatment train in the development that has a focus on the use of the following systems rather than conventional engineering strategies:

- A. Infiltration systems
- B. Capture and beneficial reuse of stormwater
- C. Native landscaping for efficient water management and runoff reduction.

13. Use Native plant species in landscaping in a development.

Goal: Incorporate and integrate native landscaping as a central theme in all common properties and provide incentives for homeowners to do the same on their lots.

14. Minimize landform changes and protect natural features.

Goal: Maintain landforms and integrate these with minimal alteration in the development.

15. Integrate passive and active open space as formal and informal space in a development.

Goal: Optimize open space acreage.

16. Provide for transportation efficiency.

Goal: Provide more than one mode of transportation services to the community.

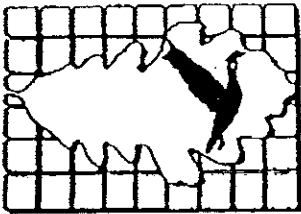
- Providing mass transportation support to site and creation of financial incentives for residents to carpool. This will include use of development sponsored Jitney services, etc.

17. Provide Natural resource buffer to protect natural resources.

Goal: Provide ecologically relevant buffers around all natural features in the development and use a stormwater treatment train as an internal buffer system in the development.

18. Provide internal trails and external greenways.

Goal: Create internal pedestrian trails and connect to external greenways.



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SPECIALISTS IN ENVIRONMENTAL MANAGEMENT AND RESEARCH

AES Philosophy on Conservation Development

Preserving open space and natural ecosystems enhances the quality of our lives by making our communities more worthwhile and enjoyable places to live, work, and play. Open space becomes increasingly important as it is recognized as the last vestige of nature in a developing suburban setting. Thus, good stewardship of these lands becomes a paramount concern to the community as surrounding open lands become scarcer each year.

With a more acute awareness of the diminishing amount of open space around us, many communities, developers and corporations across the country are beginning to focus on preserving and restoring healthy natural resource areas. These natural resource areas are seen as integral components of development plans and infrastructure because they offer compelling and justifiable reasons for protection within the context of the public and private concerns.

Commercial, residential and recreational development projects that intertwine natural and constructed features are referred to as "Conservation Development". This exciting new concept holds that preservation and restoration of healthy natural resources within developments offers a multitude of benefits ranging from increased property values and reduced infrastructure (i.e., storm sewer systems, etc.), to greater human values and higher quality of life. Properly implemented, conservation development projects offer a win-win opportunity for economically viable development projects within the context of good land stewardship. AES is a strong advocate of this development philosophy and has been privileged to serve as ecological team leader on several Conservation Development projects.

When planned and implemented from an ecological perspective, Conservation Development offers a seamless transition from the built environment to the natural one. In this type of arrangement, human needs are met while healthy ecological systems are sustained.

To: Kenosha Airport Commission
From: G. Thompson 3/22/2000

Gentlemen:

While on a recent business trip to Washington D.C. I had some spare time and took in portions of the Year 2000 Federal Aviation Administration (FAA) Forecast Conference.

The general consensus from the speakers was that during the next 15 to 20 years, the U.S. can expect significant steady growth of the Air Transport System from air cargo operations, flight numbers and passenger counts in and around major metropolitan airports together with sustained steady growth in business aviation and general aviation at regional reliever airports like Kenosha.

Henry Ogrodniski (Henry O) director of the National Association of State Aviation Officials made the following comments as reflected from some notes I jotted down:

- Reliever fields are important. States face unprecedented growth challenges. He predicted reliever General Aviation airports set for rapid growth.
- During next 10 years he sees regional jets beginning to use General Aviation reliever Airports for passenger traffic.
- Fractional ownership of business jets will spur significant growth of General Aviation jets.
- Biggest threats in the various States for General Aviation is incompatible land uses in and around airports. Problem is with developers and their expectations and fact that land developers will put political pressure to push incompatible land uses in conflict with airports and future airport growth. He stressed the importance of safety zones and preventing incompatible land uses.
- Siting of Towers is more and more becoming a problem where there is pressure to site tower near airports.
- Need airport support groups to work at local level.
- State of Washington is at the forefront of forward looking planning that segregates incompatible land uses near airports and in approaches.

Another very interesting speaker was Senior Staff Attorney David Schaffer from the House Transportation Aviation Infrastructure Subcommittee.

- AIR 21 airport infrastructure funding legislation soon to be signed into legislation by the President. The effective structure of the legislation is to remove aviation Infrastructure Trust fund from the General Fund. This will ensure that tax revenues collected on fuel and passengers are used for airport improvements and not taken by Congress for other uses.
- Another aspect of this legislation is to create entitlements for approved funding requests. One of the problems has been that Congress would approve expenditures or improvements but then withhold release of the funds. This ended up greatly delaying needed improvements and increased the costs unnecessarily. AIR 21 makes funding for approved projects in the system entitlements and if no projects are in the pipeline, gives airports an entitlement of \$150k/year.
- The Aviation Subcommittee and House think Contract Towers are a good thing. AIR 21 should free up money to cover funding. There is a cost sharing provision where traffic counts at an airport are below threshold FAA numbers for full funding.
- Land Fills. There is a provision in the legislation to prohibit any new land fills from being built within 6 miles of any General Aviation Airport. Apparently there is a problem around the U.S. with communities siting land fills next to airports. The problem with land fills is that they attract significant numbers of birds and this provision was added to improve air safety by reducing the risk of bird strikes to aircraft.

I also had the chance to visit with M. Thomas Bennett, a Community and Environmental Protection Specialist from the FAA. He had some interesting stories about airports around the country and incompatible land uses. The poster child airport in his mind is the greater Cincinnati Metropolitan Airport. The Airport serves Cincinnati, Ohio, is located in Kentucky, the airplanes take off and land over developed areas of Cincinnati which causes friction, growth surrounds the airport on three sides and in the rural areas to the west of the airport, communities which had restricted development in the airport approaches in the past now are seeking

to recind incompatible land use restrictions due to development pressures. Sound familiar ??? If I'm not mistaken, I believe he said that their had been a policy shift at FAA a few years ago to deny any remediation funds for buy outs or payments to property owners where the airport owner permits incompatible land uses near airports after accepting the funds for the improvement, e.g. runway expansion which brings in more air traffic then in conflict with residential developments, schools, etc. because of increased traffic.

Please accept the materials I picked up at the conference for the Airport Terminal Library. Contact information for some of the speakers:

Henry Ogrodzinski (Henry O), Pres. & CEO National Association of State Aviation Officials (NASAO), 8401 Colesville Road, Suite 505, Silver Spring, MD 20910-3349; e-mail: henryo@nasao.org; <http://www.nasao.org>. Tel. 301-588-0587; Fax 301-585-1803.

Thomas Bennett, Community and Environment Specialist, FAA
APP 600, 800 Independence Avenue, S.W., Washington, D.C.
Off. 202-267-8769; Fax 202-267-5257

5th Annual FAA Aviation Forecast Conference

(The Commercial & General Aviation Forecast Conferences have been combined as one conference in 2000)

Co-Sponsored by
The Federal Aviation Administration (FAA)
Airports Council International-North America (ACI-NA)
National Business Aviation Association (NBAA)



Updated: February 3, 2000

"Aviation 2000"

Tuesday, March 7 and Wednesday, March 8, 2000

Washington D.C. Convention Center 900 9th St.

Note: All speakers are confirmed except as indicated

Tuesday, March 7

8:00am-9:45am	PANEL I: THE OUTLOOK FOR AVIATION Moderator: Robert Bowles, Manager, Statistics & Forecast Branch, FAA. FAA Forecasts - John Rodgers, Director, Office of Aviation Policy & Plans, FAA Commercial Aviation: Large Jets - Jonathan Schofield, Chairman & CEO, Airbus Industrie of North America Regional Jets - Steve Ridolfi, President, Bombardier General Aviation - Rob Ruck, Vice President & General Manager, Honeywell
10:15am-Noon	PANEL II: THE ECONOMIC BENEFITS OF AVIATION Moderator: William DeCota, Director of Aviation, Port Authority of New York & New Jersey The Economic Impact of Civil Aviation on the US Economy -Robert Zuelsdorf, President & CEO, Wilbur Smith Associates Case Study 1: Large Air Carrier Airport -Gary Dellapa, Director of Aviation, Miami International Airport Case Study 2: Cargo Airport/Community -Larry Cox, President, Memphis International Airport Case Study 3: General Aviation Airport/Community -Jim Coyne, President, National Air Transportation Association
Noon-1:30pm	Lunch Speaker Herb Kelleher, Chairman, President, and CEO, Southwest Airlines
	CONCURRENT BREAKOUT SESSIONS Breakout Session 1: Commercial Air Carriers Moderator: Mark Diamond, Director, SII&E Panel 1: Structural Developments Impact of Information Technology on Airline Revenue Generation & Efficiency Ben

Baldanza, Senior VP, Marketing, US Airways
Air Traffic Control Constraints and Industry Growth Dave Swierenga, Chief Economist, Air Transport Association
Future Fleet Developments Matthew Pfeifer, Managing Director, Fleet Planning, American Airlines

Panel 2: Competitive Climate

The Road to Multilateralism: Alliances, Multilateralism and the Transatlantic Common Aviation Area Paul Mifsud, VP Government & Legal Affairs, KLM Royal Dutch Airlines

Prospects for Change in Foreign Ownership Restrictions Jeffrey Shane, Attorney, Wilmer, Cutler & Pickering

New Startups: Overcoming Entry Barriers Mark Suman, Senior VP, Marketing & Strategic Planning, National Airlines

Breakout Session 2: Regionals/Commuters

Moderator: Tulinda Deegan Larsen, Vice President, AvSOLUTIONS, Inc.

Panel 1: Industry Issues

Tulinda Deegan Larsen, Vice President, AvSOLUTIONS, Inc.

Deborah McElroy, Vice President, Regional Airline Association

Panel 2: New Regional Aircraft Programs

Trung Ngo, Vice President, Marketing Analysis, Bombardier Regional Aircraft

Gary Spulak, President, Embraer North America

David Easton, Director, Sales & Marketing, BAE Systems

Barry Eccelson, Senior Vice President, Marketing, Fairchild Aerospace

John Buckley, Vice President, ATR Marketing

1:30pm-5:30pm

Panel 3: Used Regional Aircraft Market

Stephen O'Sullivan, President, BAE Systems Asset Management

Neal Crispin, President, Jet Fleet Management

Michael Magnusson, President, SAAB Aircraft Leasing

Breakout Session III: Airports

Moderator: Leonard Ginn, Senior VP, Economic & Associate Affairs, ACI-NA

Panel 1: Passenger Issues

Tony Hine, Managing Director, National Bank Financial

Stephen Smith, President & CEO, West Jet Airlines

John Martin, Airport Director, San Francisco Airport Commission

Panel 2: Cargo Issues

Jim Sartin, International Airport Properties & Real Estate, Federal Express

Peter Ahnert, Project Engineer, Lufthansa Consulting

Thomas Crabtree, Regional Director-Airline Market Analysis, Cargo, Boeing Company

Breakout Session IV: General Aviation

Moderator: Pete West, Senior VP, Government & Public Affairs, NBAA

Panel 1

Aviation's Foundation Tom Poberezney, President, Experimental Aircraft Association

Vertical Lift Possibilities Roy Resavage, President, Helicopter Association International

Global Access Joe Walker, Vice President, Sales & Marketing, Gulfstream Aerospace Corporation

Global Access Joe Walker, Vice President, Sales & Marketing, Gulfstream Aerospace Corporation

Panel 2

Legislative Considerations, David Schaffer, Majority Counsel, Subcommittee on Aviation, US House of Representatives

	<u>General Aviation Review</u> , Gerald Dillingham, Associate Director for Transportation Issues (Aviation), General Accounting Office <u>State and Local Issues</u> Henry Ogrodzinski, President, National Association of State Aviation Officials
5:30pm-7:30pm	Buffet Dinner/Reception: Sponsored by Bombardier Aerospace Grand Hyatt Washington 1000 H Street, NW, Washington, DC 20001

Wednesday, March 8

8:00am-9:45am	<u>PANEL III: GOVERNMENT & INDUSTRY AVIATION PROGRAMS FOR THE FUTURE</u> Moderator: David Traynham, Assistant Administrator for Policy, Planning, & International Aviation, FAA Bilateral Agreements/Alliances -Rodney Slater, Secretary, US Department of Transportation (Invited) ATC Programs -Jane Garvey, FAA Administrator National Research and Development Plan for Aviation Safety, Security, Efficiency and Environmental Compatibility , Charles Huettner, Senior Policy Advisor for Aviation, Executive Office of the President, Office of Science and Technology Policy General Aviation Pilot & Promotional Programs -Phil Boyer, President, Aircraft Owners & Pilots Association General Aviation Manufacturing Programs -Ed Bolen, President, General Aviation Manufacturers Association
10:15am-Noon	<u>PANEL IV: AVIATION ISSUES FOR THE 21ST CENTURY</u> Moderator: Jack Olcott, President, NBAA Infrastructure Modernization -David Plavin, President, <u>ACI-NA</u> ATC System Management -Norman Mineta, VP for Special Business Initiatives, Lockheed Martin Safety/Security -Duane Woerth, President, Air Line Pilots Association Environment/Noise -Barry Valentine, Vice President, International Affairs, GAMA
Noon-1:30pm	Lunch Speaker Tom Weidemeyer, President, UPS Airlines
1:30 pm-3:00 pm	<u>PANEL V: AVIATION CHALLENGES FOR THE NEW MILLENNIUM</u> Moderator: Nicholas Davidson, Principal-In-Charge, Leigh Fisher Associates General Aviation -Jack Olcott, President, NBAA Airports -David Plavin, President, ACI-NA Commercial Air Carriers: Passengers -Carol Hallett, President, Air Transport Association Cargo - Stephen Alterman, President, Cargo Airline Association Regionals/Commuters -Walt Coleman, President, Regional Airline Association Federal Aviation Administration -David Traynham, Assistant Administrator for Policy, Planning & International Aviation, FAA

REGISTRATION Handled by ACI-NA 1775 K Street, NW, Suite 500, Washington, DC 20006
202-293-8500 (phone) 202-466-5555 (fax).

FEES - Received by	February 14, 2000	February 28, 2000	On-Site
ATTENDEE	\$225	\$300	\$325
DOT, FAA, Student (includes all activities)	\$190	\$240	\$265
OBSERVER (Meetings Only) Available to DOT, FAA and college students. Does not include food & beverage. Federal contractors are not considered DOT/FAA employees for registration purposes.	\$0	\$0	\$0

FAA CONFERENCE 2000 FEDERAL REGISTRATION FORM

HOTEL INFORMATION (Reserve Early - Limited Rooms Available)

Grand Hyatt Washington

1000 H Street, NW

Washington, DC 20001

Phone: 800-233-1234 or 202-582-1234

Rate: \$199 until January 21. After January 21, regular rates apply and are based on availability.

Specify Federal Aviation Administration Conference (FAA)

For additional information contact Helen Kish 202-267-9943 or fax 202-267-3324 or
helen.kish@faa.gov [APO Home Page](#)

FAA Guidelines on Zoning in and Around Airports

FROM: *Airport News - Online*, FAA Central Region, Airports Division, October 1997

[WEB-EDITOR'S NOTE: This article concerns zoning restrictions the FAA places on airports that receive Airport Improvement Program (AIP) grants. Both Oakland International Airport (owned by the City of Oakland) and Hayward Air Terminal (owned by the City of Hayward) have received numerous AIP grants from the FAA and continue to receive such grants.]

When an airport sponsor (owner) accepts an Airport Improvement Program (AIP) grant the sponsor agrees to the following condition (assurance) in accepting that grant.

Compatible land Use: It (the airport owner) will take appropriate action, including the adoption of zoning laws, to the extent reasonable, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility measures upon which federal funds have been expended.

The objectives of zoning land on and around the airport is to assure that future uses of the land are compatible with airport operations to protect and preserve the airport and the public investment in the airport.

Zoning objectives are to prevent the following incompatible uses:

- Residential and other noise sensitive uses.
- Congregations of people in approach and departure areas to protect people and property on the ground.
- Man made and natural structures that can interfere with flight.
- Uses which may be affected by vibration or fumes from aircraft operations.
- Uses of land on the airport that interfere with areas needed for aviation related activities.

Proper zoning of land on and around the airport can prevent the need to acquire land in fee or easement to protect the airport. (As zoning law is individual to each state the state statutes must be referred to, to determine the extent of zoning authority.) However, typical state aeronautical statutes generally provide greater zoning latitude for airports. A legal determination of the zoning authority available in the jurisdiction of your airport may be necessary. Consult your attorney.

The first step in airport zoning is to develop a current Airport Layout Plan (ALP) for your airport. The ALP depicts land which the airport should own in fee as well as land for which easements may be necessary. The airspace drawings show obstructions to navigation and indicate areas that may need to be regulated to prevent or remove such obstructions. The Part 77 imaginary surfaces should be protected through height limitations on development both on and around the airport and especially in the approach areas and departure areas of the runways. We have developed an advisory circular for this purpose entitled "A Model Zoning Ordinance to Limit the Height of Objects Around Airports" (AC 150/5190-4A).

The ALP may be adopted by reference and used to limit the height of objects that would interfere with airport usage. Such adoption needs to be coordinated with local zoning authorities such as the city or county of jurisdiction. Close coordination with the county or city planning departments is essential for successful implementation of airport zoning.

Zoning solely to limit the height of objects around the airport will, however, be insufficient to prevent

the construction of incompatible uses such as housing or uses which attract congregations of people in the approach areas. To control these types of uses, exclusionary zoning is necessary to prevent incompatible uses from occurring. We have also developed guidance on what uses are considered to be incompatible with airports. This guidance is contained in the advisory circular **"Noise Control and Compatibility Planning for Airports"** (AC 150/5020-1).

A comprehensive model zoning ordinance was developed in 1981 and revised in 1984 by the Oregon Department of Transportation entitled **"Airport Compatibility Guidelines."** This publication was developed as part of the state system plan and is comprehensive in addressing most zoning issues that an airport owner might face. Copies are available from the Oregon Aeronautics Division, 3040 25th St. S.E., Salem, Oregon 97310.

The airport owner has an obligation (due to the grant assurance) to request that the zoning authority enact zoning restricts sufficient to protect the airport. Where the zoning authority and the airport owner are the same it is reasonable to expect that the jurisdiction will enact the appropriate zoning. Good faith efforts to enact appropriate zoning should include a written request from the airport owner to the zoning authority.

Where the zoning authority refuses to enact appropriate zoning to protect the airport, the airport authority must be prepared to acquire the necessary control of land, especially in the approach areas, to ensure right of flight. Such acquisition is clearly more expensive than appropriate zoning. Failure to properly zone property creates the potential for conflicts with adjacent land uses that can not only cause expensive legal fees but also endanger the public and users of the airport. The FAA encourages appropriate zoning and planning to prevent encroachment by incompatible uses around the airport that can ultimately cause an airport to close.

Jan Monroe

KENOSHA REGIONAL AIRPORT
Air Traffic Control Counts

<u>Month</u>	<u>1995</u>	<u>1996</u>	<u>1997</u>	<u>1998</u>	<u>1999</u>	<u>% Change '98 - '99</u>
January	3,133	3,436	3,506	2,573	2,606	+1%
February	4,498	4,646	6,350	4,646	4,335	(7%)
March	6,238	6,292	7,609	5,414	7,377	+27%
April	5,719	5,723	8,451	6,464	7,110	+9%
May	7,665	5,850	8,647	7,430	9,051	+18%
June	6,553	5,757	8,359	7,712	9,012	+14%
July	9,441	7,514	11,931	12,421	9,362	(25%)
August	5,940	7,798	7,415	7,398	8,415	+12%
September	7,698	5,819	7,252	6,968	7,985	+13%
October	6,016	6,390	7,151	6,680	8,803	+24%
November	4,444	5,176	4,777	5,696	8,568	+34%
December	4,640	2,687	4,219	5,424	5,139	(5%)
Total:	71,985	67,088	85,667	78,826	87,763	+11%

*5th in state of WI
for traffic counts*

Airports Add Noise and Safety Issues to Expanding Urban Sprawl in Arizona

PUBLICATION: The Associated Press State & Local Wire

DATE: March 16, 1999

SECTION: State And Regional

DATELINE: Phoenix, Arizona

ACTIVISTS, INDIVIDUALS, AND GROUPS MENTIONED: Don Hopkins, resident

The Associated Press State & Local Wire reports safety and noise drive the airport encroachment debate in the Phoenix, Arizona, area as crowded airways rival congested freeways.

Noise News for Week of March 14, 1999

<http://www.nonoise.org/news/1999/mar14.htm>

According to the article, Arizona state figures show the skies above Phoenix are becoming increasingly crowded as more planes fly out of the general aviation airports that sit amidst the expanding urban sprawl, The Arizona Republic reported Monday. The result is more noise and, some say, an increased potential for tragedy. Activists believe it's only a matter of time before a plane goes down in a neighborhood. "That's the only thing that hasn't happened," said Don Hopkins, a Scottsdale resident who has battled the city over airport noise. "There have been crashes, but they haven't been severe enough yet for elected officials to understand there is a problem." In November, two planes collided near Scottsdale Municipal Airport, killing two men and scattering debris across an apartment complex and a golf course. In January, a plane in a mock dogfight failed to pull out of a dive and crashed in the desert northwest of Phoenix, killing two. Last month, high winds dragged a hot-air balloon across rooftops in Peoria, seriously injuring a passenger and damaging two homes. Since October, four F-16s flying out of Luke Air Force Base have crashed near the increasingly populated area. Despite these statistics, airport officials note that crashes are fairly rare, and say safety doesn't really drive the encroachment debate. "Flying is dangerous, because you have to drive to the airport to get to your airplane," said Deer Valley Municipal Airport Manager Walt Fix.

The article reports the key issue, according to airport officials, is aircraft noise, which brings hundreds of complaints from residents living beneath the flight path. Airport executives take those complaints seriously because they can be fatal to small airports. According to a national aviation group, some 50 to 70 small airports close each year, and encroachment is the No. 1 reason. "Airports that take the approach 'We were here first' are playing a very short-term game," said Scottsdale airport Manager John Kinney, "and they'll lose." Airport officials employ multiple tactics to deal with encroachment: meeting with residents, encouraging low-density development, and sometimes buying land to block new neighborhoods. There are also laws that require builders to tell prospective home buyers about airports, though they don't always work. People continue to buy homes near airports. Some do so knowingly. Some don't. "I had a gal on the phone a few months ago, and she literally was crying because she

Some Say Airports and Urban Sprawl on Collision Course in Arizona's Valley

PUBLICATION: The Arizona Republic

DATE: March 15, 1999

Noise News for Week of March 14, 1999

<http://www.nonoise.org/news/1999/mar14.htm>

SECTION: Front; Pg. A1

BYLINE: Bill Muller

DATELINE: Scottsdale, Arizona

ACTIVISTS, INDIVIDUALS, AND GROUPS MENTIONED: Lou Torres, resident; George Tandy Cook III, resident

The Arizona Republic reports Arizona's population is growing along with air traffic, spurring noise and safety concerns.

According to the article, Arizona state records indicate an increasing number of planes flying out of the Valley's general aviation airports, which may be on a collision course with urban sprawl. Census figures show the population is growing steadily, right along with the air traffic. As sprawl continues in once-remote areas of Maricopa County, conflicts have erupted between homeowners and airports: In Gilbert, residents are suing U.S. Homes, claiming that the developer did not disclose the impact of Williams Gateway Airport. Traffic has steadily increased at the airport, which has been touted as a future alternative to Sky Harbor for cargo and passengers; in Chandler, the city will ask voters to approve a controversial plan to lengthen the runway at the city airport. Residents who oppose the plan say the city's ultimate goal is to attract larger corporate jets; in Glendale, airport officials abandoned plans for a second runway, mostly because of noise concerns. The city recently bought 200 acres just south of the airport to stop a development that would have put 600 homes close to the runway. Airport officials have also restricted training flights at night; and in Mesa, city officials ended a bitter fight by buying about 134 acres that buffered the residents of Red Mountain Ranch from a helicopter plant and nearby Falcon Field.

The article states while builders are required to disclose the airport's location to home buyers, the airport continue to get scores of complaints. "It's become more and more of an issue over the last four and half years," Deer Valley Municipal Airport Manager Walt said. "As the residential areas grow near the airport like they have, we get more complaint calls . . . and calls from prospective home buyers wanting to know more about the airport before they purchase a home." Yet, the number of people living near Valley airports continues to grow. For example, at Falcon Field, air traffic has increased 50 percent since 1988. Between 1990 and 1995, the population around the airport rose 98 percent. Traffic at Glendale Municipal Airport has risen 24 percent since 1998. The population near the airport grew by 142 percent from 1990 to 1995. The success of the smaller airports has lured small air traffic away from larger airports. General aviation at Sky Harbor dropped 33 percent between 1988 and 1998. Diane Johnston, a Sky Harbor spokeswoman and pilot, said small airports are just "easier and quicker" for general aviation pilots to use.

The article reports airports haven't always been in competition with neighborhoods. When they were first built, they were in the middle of nowhere, used by the military for training. "If you look at the evolution of an airport, it starts in an isolated area," Scottsdale airport Manager John Kinney said. "Development takes place, in part because of the airport, in part because of businesses located near the airport, and it has that ripple effect." In Chandler, George Tandy Cook III says the city airport was nothing more than a small strip when he moved into his log home in 1986. City officials told him it was going to stay that way. "There was only one runway, and they didn't have any tower at all," Cook said. "They didn't have a fence around it. We used to ride horses on the runway, and sit out there for hours waiting for a plane to land." Times have changed. Today, there's a heliport about 100 yards from Cook's home, though the city has promised to move it. The little airstrip has grown up into a thriving airport with nearly 200,000 takeoffs and landings each year. "They say they don't want jets, they just want a bigger runway," Cook said. "We know that's a lie."

The article states despite being surrounded by neighborhoods, airports seem determined to expand their operations. In Glendale and Deer Valley, there are plans to extend or improve runways, add hangars and attract more businesses. In the East Valley, both Chandler Municipal and Williams Gateway are gearing up to grow. All the airports are big economic engines for the Valley. A recent study by Arizona State University found that the Scottsdale airport generates about \$119.6 million while Williams Gateway adds \$113 million. With the helicopter plant, Falcon Field generates about \$866 million, while Sky Harbor has an economic impact of \$16 billion per year. Lou Torres, one of the Gilbert residents who is

ise News for Week of March 14, 1999

<http://www.nonoise.org/news/1999/mar14.htm>

suing over Williams Gateway, said he knows why the city wants to expand the airport and lure cargo and passenger business from Sky Harbor. "They want the money," he said. "They think that this is the cash cow that's going to save their city bankrolls, that it will bring in hotels, industry, and high-tech businesses. "No one's going to turn it off . . . that's the problem." Deer Valley continues to expand. The airport plans to spend \$15 million to build hangars, remodel the terminal and reconstruct the south runway. That's nothing compared with business owners, who are preparing for the arrival of the Outer Loop, which will slice through the area in the next few years. "It's been incredible," Fix said. "Even right across the street on Deer Valley Road, we have businesses going in, in all the infill lots across the street, from 19th Avenue to Seventh Street."

The article goes on to say Scottsdale Airport Manager John Kinney said officials have worked hard to encourage low density development, such as golf courses and industrial parks, around the airport. The city also employs a full-time noise abatement officer. "(Residents) see we don't have horns and a tail and we will work with them," Kinney said. Yet Don Hopkins, a Scottsdale resident who has battled the city over airport noise, writes off such statements by Kinney as PR. "These guys are employees of the city of Scottsdale, and it's their business to keep that airport open and operating and making money," Hopkins said. "And the bottom of their list is noise abatement and safety issues."

According to the article, Fix, says growth is inevitable around airports, no matter how hard government officials try to manage it. Even in the once-isolated area around Deer Valley, neighborhoods are springing up. "We obviously can't stretch our arms out beyond our land use boundaries," he said. Kinney, the Scottsdale airport manager, says Barry Goldwater summed it up. "He said, 'You can take an airport and build it in the absolute middle of the Sahara Desert, and within five years, you'll be completely surrounded by homes. I guarantee it.' "

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City Council Calls for Curfew at Boca Raton Airport in Effort to Put Officials on Notice

PUBLICATION: Sun-Sentinel (Ft. Lauderdale, FL)

DATE: April 30, 1998

SECTION: Local, Pg. 3B

BYLINE: Karla Schuster

DATELINE: Boca Raton, Florida

ACTIVISTS, INDIVIDUALS, AND GROUPS MENTIONED: Bill Glass, city council member

Noise News for Week of April 26, 1998

<http://www.nonoise.org/news/1998/apr26.htm>

mandating airport officials impose a voluntary night curfew, notify all pilots who violate it, and pursue federal approval for a mandatory ban on night flights.

According to the article, the city Airport Authority already has a voluntary curfew on night flights. Council member Bill Glass, who sponsored the resolution, admits the new measure calls for very little change in the airport's existing policy. "It was totally born of frustration," Glass said. "We have this voluntary curfew, but we still get complaints about night operations. And more than anything else, this is a mandate to tell them, 'Hey folks, we're watching you and we're going to demand you do the things you say you are.'" Airport officials said they welcome Glass' proposals, but members of the Noise Compatibility Advisory Committee, a group created last year to find ways to curb noise problems, say they feel the council has pre-empted their efforts. "I wish you would try and work through the noise committee," said pilot Dave Freudenberg, a member of the group and president of the Boca Raton Pilots Association. "There are some members of the committee who feel like the City Council is saying the work we've done over the last year has been for nothing," he said. In the past year, the Airport Authority, based on the noise committee's recommendations, instituted a ban on touch-and-go's -- continuous takeoffs and landings performed by student pilots -- at night and on weekends.

The article reports that on Friday, the committee will meet to discuss the City Council's resolution and the few changes it would require in airport policy. "The committee wants to sit down and figure out the best way to record night operations," said Renee Johns, of the airport's noise abatement office. "We're supportive of the council resolution and ready to take a very aggressive approach. We just want to find the most effective way to do that." Boca Aviation, the airport's only maintenance operator, logs all night operations. But notification on the airport's existing voluntary curfew has been inconsistent. More permanent changes face a number of obstacles. The Airport Authority requested FAA funds for a new Part 150 noise study several months ago, but is now involved in a dispute with the agency that has frozen all of the airport's state and federal funds. The study is required before an airport can request more stringent flight restrictions. "That's what airport officials say, but don't believe everything they say,"

Citing Noise and Increased Use, Neighbors Wants Restrictions Placed on Britain's Oldest Working Airfield

PUBLICATION: Western Daily Press

DATE: March 18, 1999

SECTION: News, Pg.17

BYLINE: David Humphrey

DATELINE: Salisbury, England

The Western Daily Press reports a public meeting is being called over families' complaints that their weekends are being ruined by noise from light planes using Britain's oldest working airfield.

According to the article, Council bosses at Salisbury have faced pressure for several years to take action over the noise problem at Old Sarum, on the city's northern outskirts. In the 1980s, Old Sarum became home to the Edgley Aircraft Company, makers of the bubble-nosed Optica spotter plane. Production ended a decade ago but the grass airstrip has continued to be used by recreational fliers. Now many residents are calling on the council to clamp down on the noise nuisance, claiming the number of aircraft using the airfield has increased. Residents are asking Councilors to consider: restricting commercial flying to 9 am-6 p.m. Monday to Friday; ending circuit flying after 2 p.m. every Sunday; ordering pilots taking off to turn before they reach Old Sarum Castle, so avoiding built-up areas. Meanwhile, a strong band of airfield supporters say the fliers are being persecuted. The council says it can take "discontinuance" action but there could be compensation demands.

The article reports a "public consultative forum" has been arranged for next Tuesday to hear the outcome of a noise survey by experts hired by the district council. A consultant has been studying information from movements data obtained from logbooks from the control tower and more detailed technical logs kept for each aircraft. The computer has produced contour lines on a map showing noise levels around the airfield in a 12-month period. These have been verified against actual sound meter measurements taken in the vicinity of the airfield.

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Palm Beach Airport's Noise-Afflicted Neighbors Will Continue to Fight Expansion Despite FAA Approval for Longer Runway

PUBLICATION: The Palm Beach Post

DATE: May 1, 1998f

SECTION: Local, Pg. 1B

BYLINE: Rebecca Goldsmith

DATELINE: Palm Beach, Florida

ACTIVISTS, INDIVIDUALS, AND GROUPS MENTIONED: Vivian Brooks, resident and local politician; Robert Hanna, resident and local politician; Al Zucaro, city commissioner; Frank Benevento, a leader of the Palm Beachers

The Palm Beach Post reports Palm Beach International Airport received approval from the Federal Aviation Administration this week to lengthen its main runway. Airport expansion and noise continue to be a source of conflict among residents, city officials, and county commissioners.

According to the article, the FAA Tuesday issued a "finding of no significant impact," meaning that the project won't affect the water supply, air quality, or noise levels. The airport plans to lengthen its main runway from 8,000 to 10,000 feet. Extension opponents say a longer runway will bring more flights, bigger planes, and more nighttime landings. Supporters say the longer runway will actually decrease noise because the planes will be able to gain altitude faster.

The article reports despite FAA approval, political and possibly legal hurdles remain. While there is no administrative appeal process for the FAA's finding, anyone who disagrees could file suit against the FAA in federal court or sue the airport in state court, said Cathleen Bergen, a spokeswoman for the agency. Although West Palm Beach Mayor Nancy Graham supports the expanded runway, the city's five commissioners do not. Commissioner Al Zucaro said Tuesday's approval puts the burden on the city to counter the airport's plans. The city has budgeted up to \$150,000 to hire an aviation law specialist to help evaluate the runway project and a planned Interstate 95 exchange that would lead to the airport's terminal. Besides the runway extension and the I-95 exit, the airport also plans to expand its air cargo facility and its terminal.

According to the article, opposition to the runway extension was mostly a grass-roots issue until the March elections in West Palm Beach. During the election campaign, challengers Vivian Brooks and Robert Hanna made the expanded runway a main component of their platform. Although Brooks and Hanna lost, city commissioners decided to hire an aviation lawyer to represent their constituents' noise concerns. In response, county commissioners stopped planning a downtown West Palm Beach convention center. The move prompted Graham, a supporter of downtown development, to seek reconciliation with the county. County officials have said they plan to move forward with the runway regardless of opposition.

The article reports residents who live under the flight path said they feel like they're not represented. Brooks said she won't give up, but she wishes city officials would make a greater commitment. Some anti-airport residents shrugged off the importance of the runway's approval, saying it was long expected. "As far as we're concerned, this is a non-event," said Frank Benevento, a leader of Palm Beach residents who are suing the county over noise, not the expanded runway. The Palm Beachers are backing anti-airport candidates in upcoming county elections. "It's a little premature to pour champagne," said Benevento. "The current conditions are intolerable from our standpoint. The extension is simply the final nail in the coffin of civil existence."

Ontario Board Rejects New Residential Development Near Pearson Airport

PUBLICATION: Canada NewsWire Ltd.
DATE: March 18, 1999
SECTION: Domestic News
DATELINE: Toronto, Ontario CANADA

Canada NewsWire Ltd., reports the Greater Toronto Airports Authority (GTAA) celebrated victory with the Ontario Municipal Board's (OMB) decision to reject a residential development proposal in the City of Mississauga, which falls within the GTAA Operating Area.

According to the article, the ruling concerns an application to re-designate industrially zoned lands to a residential subdivision under the flight path of Lester B. Pearson International Airport's (LBPIA) east/west runway, 06L/24R. The GTAA objected to the zoning amendments because a significant portion of the lands falls within the 30 Noise Exposure Forecast (NEF) noise contour, and all the lands fall within the GTAA Operating Area. The NEF contours measure noise annoyance, while the GTAA Operating Area is an extended boundary around Pearson Airport that relates the 30 NEF contour to tangible physical and identifiable boundaries. The OMB ruled that while it was possible to construct residences that meet the bare minimum noise reduction standards, the residential development was not in the public interest due to the availability of reasonable alternatives. "This decision strengthens the ability of municipalities to refuse residential developments that are located within the 30 NEF," GTAA President and CEO, Louis A. Turpen. "The ruling by the OMB sets a clear benchmark regarding the development of lands within the vicinity of the airport, and means we have at last ended the encroachment of new residential development around Pearson."

The article states the Board also ruled that the proposed re-designation of these lands, originally planned for industrial use, was unsatisfactory as it would remove well-situated employment lands that satisfy a need to both the municipality and the airport. The GTAA, along with the Air Transport Association of Canada (ATAC) in objecting to the re-designation of industrial lands to residential use stated the importance to airport operations and future development that there be an adequate, if not an abundant, supply of employment lands in close proximity to the airport. Plans for expansion and redevelopment of the airport could be compromised by the continuing loss of surrounding industrial lands.

Airport Land Use Planning Handbook

December 1993

Prepared
for
California Department of Transportation
Division of Aeronautics
by



Hodges & Shutt
Santa Rosa, California

In association with

Flight Safety Institute
Chris Hunter & Associates
and
University of California, Berkeley
Institute of Transportation Studies

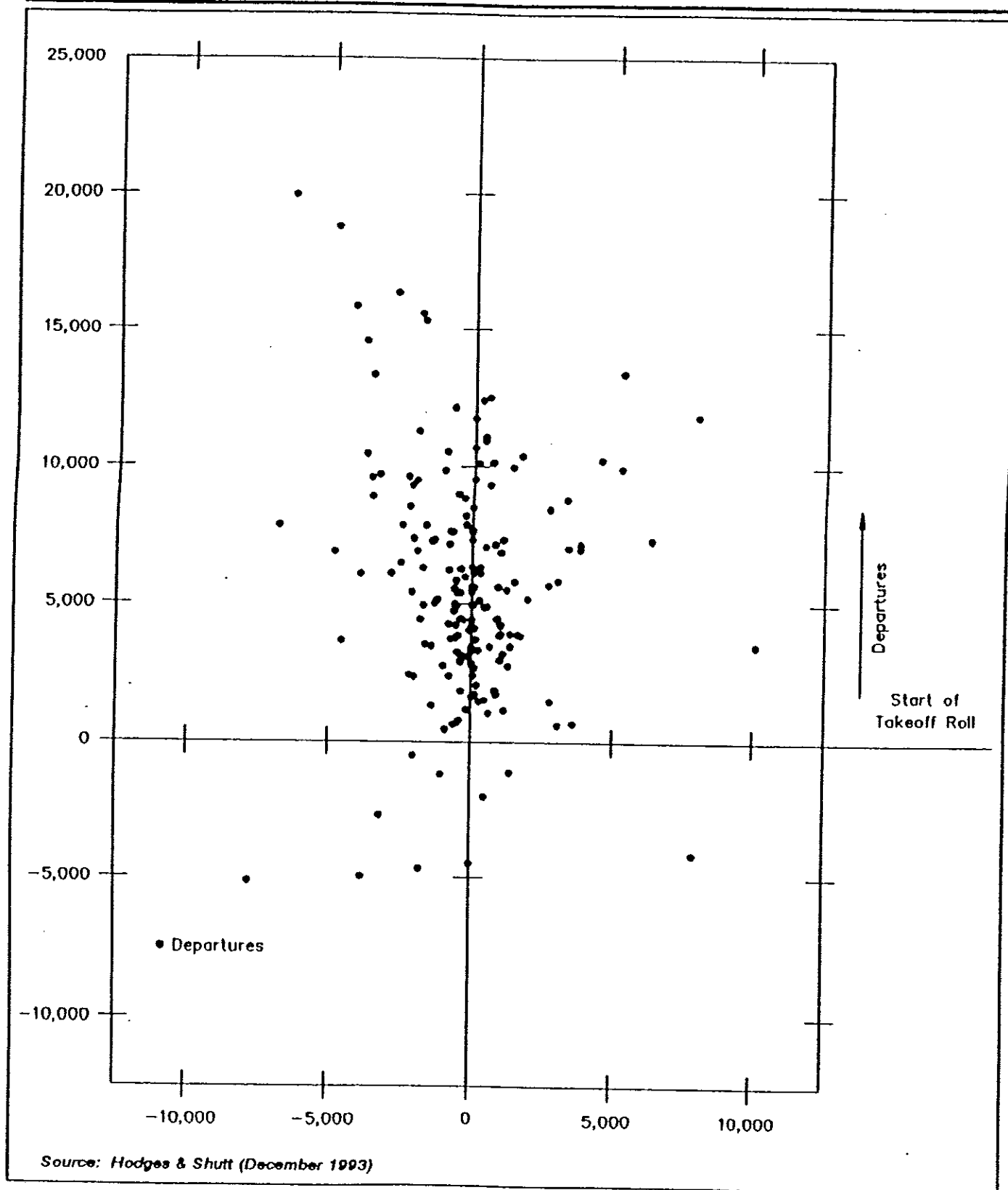


Exhibit 8B

Departure Accident Location Pattern

Measured from Start of Takeoff Roll

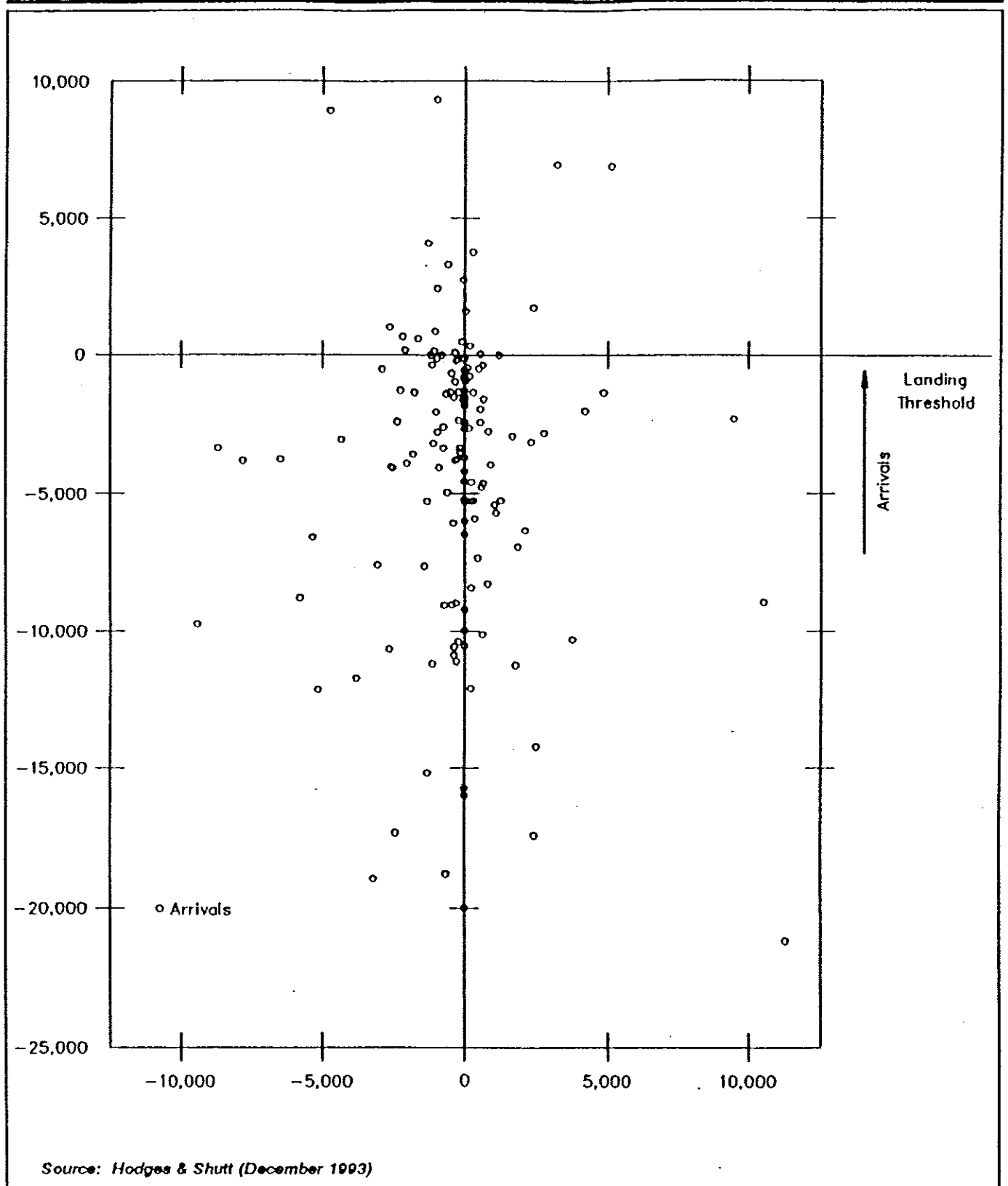
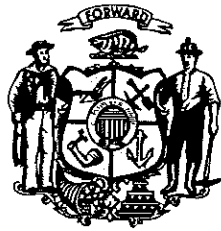


Exhibit 8A

Arrival Accident Location Pattern

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

TOMMY G. THOMPSON
GOVERNOR
GEORGE LIGHTBOURN
SECRETARY



Office of Land Information Services
Municipal Boundary Review
P.O. Box 1645
Madison, WI 53701-1645

Phone: (608) 266-0683
(608) 266-9728
Fax: (608) 266-5519

October 20, 2000

John M. Antaramian, Mayor
City of Kenosha
625-52nd Street
Kenosha, WI 53140

Shirley B. Davidson, Chairperson
Town of Bristol
P.O. Box 187
Bristol, WI 53104

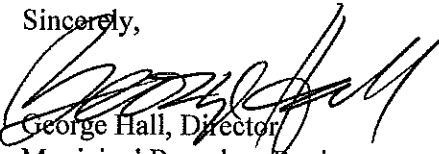
Re: Approval of the "City of Kenosha/Town of Bristol Cooperative Plan Under
Section 66.023, Wisconsin Statutes"

Dear Mayor Antaramian and Chairperson Davidson:

I am pleased to provide you with the Department's approval of this agreement effective October 19, 2000. On behalf of the Department, I want to congratulate you on your lengthy, and ultimately successful effort. Thank you for the assistance your staff and attorneys provided to the Department as we reviewed this document, and for your cooperation with Kenosha County.

Should you, your staff, council, or board members have any questions concerning our approval document, or subsequent cooperative agreement implementation issues, please don't hesitate to contact me at (608) 266-0683, or Robert Zeinemann at (608) 266-9728.

Sincerely,



George Hall, Director
Municipal Boundary Review

cc: Attorney James W. Conway, City Attorney, City of Kenosha
Mr. O. Fred Nelson, Kenosha Water Utility
Ms. Jean Morgan, Clerk, City of Kenosha
Attorney William F. White, Counsel, Town of Bristol
Mr. Richard M. Czopp, Administrator, Town of Bristol
Ms. Amy Klemko, Clerk, Town of Bristol
Attorney Richard A. Lehmann, Special Counsel, Kenosha County Land Use
Committee
Ms. Jane M. Romanowski, Clerk, Village of Pleasant Prairie
Attorney James H. Baxter, III, Counsel, Village of Pleasant Prairie
Attorney Gary W. Thompson, Kenosha 2020, LLC
Mr. George Melcher, Director, Kenosha County Planning & Development
Mr. Philip C. Evenson, Executive Director, Southeastern Wisconsin Regional
Planning Commission

October 20, 2000

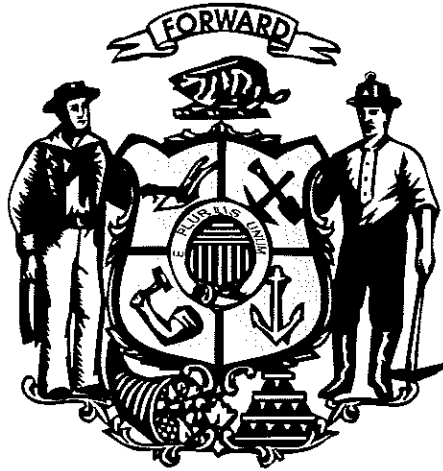
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Clerk, Town of Paris

J. Michael Blaska, Director, Wisconsin Department of Administration, Office of
Land Information Services

Jeanne Storm, Deputy Director, Wisconsin Department of Administration, Office of Land
Information Services

Mark Saunders, Deputy Legal Counsel, Wisconsin Department of Administration



WISCONSIN DEPARTMENT OF ADMINISTRATION

**APPROVAL of the TOWN OF BRISTOL, CITY OF KENOSHA
COOPERATIVE BOUNDARY AGREEMENT**

October 20, 2000

Introduction

The "boundary change by cooperative plan and agreement" procedure as set forth in s. 66.023 Wis. Stats., affords any combination of cities, villages and towns the opportunity to establish boundary lines and services between or amongst themselves pursuant to a cooperative plan approved by the Department. Municipalities interested in learning more about this statute are encouraged to review explanatory materials available upon request from the Department. This is the eighth cooperative plan and agreement submitted to, and approved by, the Department.

On July 12, 2000, the Department of Administration received the "City of Kenosha/Town of Bristol Cooperative Plan Under Section 66.023, Wisconsin Statutes" (hereinafter called the "Cooperative Plan") for review and determination as authorized by s. 66.023 Wis. Stats. The affected territory includes roughly 1,435 acres in the Town of Bristol. The territory is located at the junction of Interstate Highway (IH) 94 and State Highway (STH) 50 and further bounded to the north by County Highway (CTH) K/60th Street and to the west by CTH MB/156 Avenue. CTH K/60th Street is also the boundary between the Towns of Bristol and Paris. The Cooperative Plan territory consists of parts of PLS Sections 1, 2, 3, 10, 11, 12 at T1N, R21E. A legal description and map of the area are given in the Cooperative Plan at Attachments C and D.

The purpose of this Cooperative Plan is to provide guidance for the orderly attachment of Town lands to the City of Kenosha. The following are some of the motivating factors that led the parties to develop this plan:

- 1) Desire to create more compact, more comprehensively planned development than is possible with incremental annexations;
- 2) Desire to compensate the Town for lost territory through revenue sharing and City services;
- 3) Desire to create more certain boundaries between the City and Town so as to avoid costly disputes and to allow the Town to engage in more meaningful planning;
- 4) Desire to further implement and enforce the existing agreements between the Town and City entered into pursuant to s. 66.30 Wis. Stats.;
- 5) Desire to establish mechanisms for joint planning between the Town and City;
- 6) Desire to prevent urban sprawl;
- 7) Desire to protect groundwater by phasing out the use of individual sanitary sewer systems.

The Cooperative Agreement involves the transition of territory in the Town of Bristol called the "City Growth Area" (hereinafter referred to as the "CGA") into the City. Upon approval by the Department, the "Initial Attachment Area", an area encompassing approximately one-fourth of the CGA, will attach to the City. The City will share revenues from this area with the Town. Thereafter, and for the next 30 years, property owners within the remaining portion of the CGA may petition the City for attachment. At the conclusion of 30 years, all property not attached to the City will become attached.

Subsequent paragraphs of this approval document will describe the plan in much more detail. However, it is important to understand that this approval document is not a restatement of the agreement, nor should it be construed as containing all of the nuances and conditions of the agreement. This approval document is designed to examine the ways in which the Cooperative

Plan complies with the requirements of s. 66.023, Wis. Stats. To this end, it touches on the principal components of the agreement but not the specific details.

The process leading to the Cooperative Plan has been long - approximately four years - and has involved at least four drafts, four public hearings, and extensive comment from citizens and local officials. The Department believes that these extensive comments have yielded a better and more complete Cooperative Plan. In fact, inspired by, and in response to, the public hearings and comments, this Cooperative Plan has undergone extensive revision and amendment. This approval document will not attempt to describe the history of the various drafts, revisions and amendments that lead eventually to this Cooperative Plan. Doing so could become unnecessarily confusing. Instead, the Department will follow its statutory charge of examining the Cooperative Plan that is currently before it for compliance with the standards set forth in s. 66.023 Wis. Stats., and more specifically, the criteria found in s. 66.023(5)(c), Wis. Stats.

The Cooperative Plan includes within it three other agreements between the City of Kenosha and the Town of Bristol, all of them entered into under s. 66.30 Wis. Stats. It is important to understand these agreements and how they relate to the Cooperative Plan because the Cooperative Plan occasionally references them to convey certain necessary details. For example, the Cooperative Plan references one of the 66.30 agreements in order to provide specifics on sewer and water service.

The first of these agreements is the "1997 Cooperative Agreement for Orderly Development by and Between City of Kenosha and Kenosha Water Utility and Town of Bristol, Town of Bristol Utility District No. 3, Town of Bristol Water utility District" (hereinafter called the "1997 Cooperative Agreement"). This agreement is contained within the Cooperative Plan at Attachment G-1. The 1997, s. 66.30, Wis. Stats., Agreement was triggered in part by a series of annexations along the Town's eastern boundary. Very generally, the agreement resolves how these annexations will be served with sewer and water. It also obligates the City and Town to develop a cooperative plan and agreement under s. 66.023 Wis. Stats., and goes on to outline the provisions that will be contained within this agreement.

The second s. 66.30, Wis. Stats., agreement is the "1999 Cooperative Agreement for Establishing Permanent Boundaries, Assuring Orderly Development, and Limiting Extraterritorial Zoning, Land Division, Condominium Platting, and Official Mapping Controls Between the City of Kenosha and the Town of Bristol" (hereinafter called the "1999 Cooperative Agreement"). As suggested by its title, this agreement seeks to establish permanent boundaries and limits the City's use of zoning, subdivision, platting, and official mapping as extraterritorial regulatory tools in the Town.

The third agreement is the "Agreement for Provisions of Sewer and Water Services to the Town of Bristol under Section 66.30 of the Wisconsin Statutes" (hereinafter called the "2000 Cooperative Agreement"). While this agreement is still in draft form, it is expected to be signed by the parties very soon. The Cooperative Plan references the 2000 Cooperative Agreement and was to have included it as Attachment G-3. However, because the 2000 Cooperative Agreement was still in draft form when the Cooperative Plan was submitted to the Department, the agreement is not found at Attachment G-3. Nonetheless, it is important to understand that it exists and like the 1997 Cooperative Agreement, it describes the specific terms of municipal sewer and water service which is to be provided to the Town by the City.

While many of the provisions of these three agreements were eventually duplicated in the Cooperative Plan, some were not. In other words, the Cooperative Plan ultimately submitted to the Department is slightly different than originally anticipated. For example, the Cooperative Plan, like the three agreements, originally included the entire Town. However, subsequent drafts scaled down the territory so that now the Cooperative Plan includes only territory in the northwest corner of the Town called the City Growth Area (CGA). As a result of such differences, a potential for confusion exists because while the Cooperative Plan contains all the provisions of the three 66.30 agreements, the three 66.30 agreements contain provisions in addition to those found in the Cooperative Plan. As a solution, the Department finds that those provisions in the 66.30 agreements that are duplicated in the Cooperative Plan and consistent with state law are recognized as being part of the Cooperative Plan and subject to s. 66.023 Wis. Stats. On the other hand, those provisions that are not duplicated, are not reviewed for consistency with state law, will not be considered part of the Cooperative Plan and therefore, not subject to s. 66.023 Wis. Stats. However, this is not to say that these non-duplicated provisions are not enforceable. It is simply to say that they are not enforceable under s. 66.023 Wis. Stats. They may still be enforced pursuant to s. 66.30 Wis. Stats., and to language and procedure set forth by the parties in the agreements themselves.

The contents of these three 66.30 agreements are described in greater detail throughout this approval document where they relate to the Department's approval criteria.

One of the ways in which cooperative boundary plans and agreements under s. 66.023, Wis. Stats., differ from agreements entered into under other statutory authority is the requirement of public participation. The opportunities for public participation are designed to increase public knowledge, protect citizen rights, increase the public's eventual acceptance of the plan, and in general, lead to a better plan. Opportunities for public participation include a required joint public hearing under s. 66.023(4)(b) Wis. Stats., public comment opportunities under s. 66.023(4)(c) Wis. Stats., and the potential for an advisory referendum to be conducted pursuant to s. 66.023(4)(e), Wis. Stats. In the case of the Kenosha/Bristol Cooperative Plan, four hearings were held on the following dates and at the following times and locations:

- 1) December 16, 1998, at 7:00pm at the Kenosha County Center;
- 2) July 14, 1999, at 7:00pm, at the Town of Bristol Town Hall;
- 3) April 18, 2000, at 7:00pm, at the City of Kenosha Municipal Building, and
- 4) August 10, 2000, at 7:00pm, at the Town of Bristol Town Hall.

Copies of the certification of publication, and address lists for the notices for the first three hearings are included in the Cooperative Plan at Attachment P. The fourth hearing, occurring on August 10, 2000, was conducted by the Department pursuant to a request by the Town of Bristol.¹ Because this hearing occurred after completion of the Cooperative Plan, copies of the notices are not included in the plan. In the absence of statutory instruction, Class 2 notice was provided for this hearing by the Department. An assertion has been made that, since the Town of Bristol lies on the state line, Illinois residents and local governments are entitled to notice. Simply put, the state statutes and constitution provide for no such entitlement or participation.

Regarding public comments under s. 66.023(4)(c) Wis. Stats., as mentioned earlier, extensive comment has been received throughout this cooperative boundary plan process. Copies of all but the most recent comments are included in the Cooperative Plan at Attachment P. In addition to citizen comments, comments were provided by Kenosha County and SEWRPC, as

¹ Letter, Attorney Bill White to the Department, July 12, 2000.

required by s. 66.023(4)(c), Wis. Stats. The SEWRPC voiced its support for the Cooperative Plan early on and Kenosha County ultimately voiced its support after revisions were made to the plan and after a Letter of Agreement, dated October 5, 2000, was drafted between the City, Town, and County pertaining to the application of land use regulations and to the roles of the various governments involved.

Regarding the advisory referendum allowed under s. 66.023(4)(e) Wis. Stats., no formal advisory referendum was requested prior to submission of the plan to the state and therefore, none was held.

Approval Criteria Applicable to the Department

A cooperative plan shall be approved if the Department determines that all of the following numbered criteria from s. 66.023(5)(c), Wis. Stats., apply:

(1) The content of the plan under sub. S. 66.023(3)(c) to (e) is sufficient to enable the Department to make the determinations under subds. 2 to 5m.

The Cooperative Plan contains sufficient information so as to enable the Department to approve the plan. Information required by statute, and in fact addressed by the parties, includes the following: identification of current land use conditions of the territory designated by the proposed agreement; identification and justification of a time period specifying the duration of the cooperative agreement, identification of boundary changes and the conditions for the changes and when they may occur; a statement as to why the boundary area is appropriate for the amount and type of development that is desired to occur; maps sufficiently identifying the Cooperative Plan area; the method for provision of services to the identified territory; potential environmental consequences of the plan have been considered and evaluated; housing activities within the area affected by the plan are described along with information on the City's housing programs. The Cooperative Plan and the letter of agreement between the parties, dated October 5, 2000, identifies all permits, ordinances and sources of jurisdiction necessary for development activities to occur within the territory – either before or after attachment to the city. Finally, the plan contains evidence that public comments received during the plan preparation were considered; and the plan is consistent with applicable state and federal codes, and with adopted county and regional plans.

(2) The cooperative plan is consistent with current state laws, municipal regulations and administrative rules that apply to the territory affected by the plan.

The Cooperative Plan was reviewed by staff from the Southeastern Regional Planning Commission (SEWRPC), and from the Kenosha County Planning Agency and has received support from both.

The SEWRPC is the designated (by the Wisconsin Department of Transportation (WDOT)) Metropolitan Planning Authority for all transportation related planning, and plan implementation oversight activities for Southeastern Wisconsin, and also acts as the designee for the Department of Natural Resources (WDNR) for carrying out area-wide water quality planning, sewer service area approvals, and related natural resource identification and protection activities. The SEWRPC's comments relating to this plan are dated December 29,

2000 and April 21, 2000 and are contained in the Cooperative Plan at Attachment P. In addition, the Department sent brief correspondence to SEWRPC dated September 11, 2000, in which it raised specific questions regarding potential impacts of the proposed plan and received verbal responses to these questions from Phil Evenson, the SEWRPC Planning Director, on September 21, 2000.

The SEWRPC does indicate that the density of residential development, a neo-traditional neighborhood design proposed by the Cooperative Plan for the CGA, is greater than that anticipated by the regional plan.² The parties identify this fact in the Cooperative Plan at Section 25.02 and state they will cooperate with the SEWRPC to secure the necessary amendments to regional plans. In its comment letter, the SEWRPC indicates that should the development proposed in the Cooperative Plan be endorsed by the City, Town, and County, "it is likely that such development would be reflected in future refinements of the regional plan."³ Therefore, this issue does not appear to be problematic. In its' review letters, the SEWRPC did not refer to the airport overlay zone, natural resource, historic, and archaeological issues because these were not deemed to be negatively affected by the proposed plan and agreement.

Kenosha County, through its attorney Richard Lehmann, has commented both verbally and in writing throughout this cooperative boundary plan process. The written comments (except those made subsequent to the completion of the Cooperative Plan) are included at Attachment P. Issues raised by the County relate to the complex overlapping statutory and regulatory authority of the City, County and State within the CGA, the authority of the City to administer County zoning in the CGA, and County authority regarding onsite wastewater treatment systems and land divisions. These concerns have been addressed through a Letter of Agreement between the City, Town, and County, dated October 5, 2000. This letter clarifies the county's land use role with regard to the CGA and is discussed further in the "Services" section of this approval document.

The Cooperative Plan has benefited from the County's comments. In particular, the events and jurisdictional changes prescribed by the Cooperative Plan should occur more smoothly as a result of the County's participation. In their letter dated September 7, 2000, Kenosha County states:

The intent of our comments has been, and is, to suggest improvements, not to call for disapproval of the Plan or for a County role with respect to the preparation and approval of the Plan that goes beyond the statutory responsibility of the County to provide comments to the contracting entities and to [the Department].

Because of this language, and because the County's concerns have been addressed in the Letter of Agreement, the Department believes that the County is in support of the Cooperative Plan.

The Department's analysis of this cooperative plan, along with multiple verbal and written responses from SEWRPC and Kenosha County, suggests that the plan as approved would not be in opposition to existing laws or administrative rules. However, the Department notes that the implementation of the plan is dependent upon extension of the current sanitary sewer service area boundaries and also upon amendment of the City's airport overlay zoning district. The Cooperative Plan and the three 66.30 agreements acknowledge the necessity of these changes. Although the Cooperative Plan has no controlling authority over these changes, the

² Letter from Philip Evenson, Executive Director of SEWRPC, December 29, 1999.

³ Ibid.

parties intend that future modifications to these agreements and ordinances will be guided by this Plan.

Kenosha 2020 LLC, a private organization that has participated in the discussion of this plan as a member of the public, has submitted written analysis of this plan and has also retained the services of two consultants, Applied Ecological Services Inc., of Brodhead, Wisconsin, and Randall Arendt, a national authority on planning and design issues. Collectively, Kenosha 2020 and its consultants have leveled a variety of criticisms at the Cooperative Plan and the cooperative plan development process. Their written comments are contained in the Cooperative Plan at Attachment P, and in subsequent submissions to the Department. Both the parties to this agreement, and the Department have carefully considered these comments.

Sanitary Sewers and On-site Treatment Systems

Kenosha 2020 suggests that the Cooperative Plan may violate state law pertaining to existing on-site sanitation laws and to water use.⁴ With regard to on-site sanitation, Kenosha 2020 suggests that the Cooperative Plan may violate s. 66.023(5)(c)(2) because in prohibiting individual, on-site sanitation systems, it conflicts with existing county ordinances which allow the use of such systems. In addition, permitting on-site sanitary systems outside the CGA but prohibiting them inside may violate the 14th Amendment of the United States Constitution. As to the constitutional claim, the Department does not have the jurisdiction or expertise to interpret de novo the United States Constitution. Rather, that is the work and responsibility of the courts. As to a conflict with existing County ordinances, the Cooperative Plan seeks to transition Town territory into the City. It is ironic that a third party is attesting to this conflict when the county, town, and city now perceive no conflict. As part of this process, and in order to promote uniformity of development standards and design, City ordinances may apply to Town lands within the CGA, and act to prohibit urban development that is deemed to be premature and incompatible with the intended plan. This is consistent with the cooperative boundary plan procedure set forth in s. 66.023 Wis. Stats. In fact, 66.023(7m) Wis. Stats. specifically provides that towns, cities, and villages participating in a cooperative boundary agreement process may adopt zoning for the cooperative plan territory that replaces county zoning.

Great Lakes Water Diversion

Kenosha 2020 also suggests that the development proposed by the Cooperative Plan might violate federal and international water law.⁵ It suggests that the development might result in the inter-basin transfer of water or consumptive use of water so as to trigger the requirements of the Water Resources Development Act of 1986, 42 § 1962d-20, which prohibits the diversion of Great Lakes water for use outside the Great Lakes basin unless approved by the Governor of each of the Great Lakes States. In addition, Kenosha 2020 asserts that the Cooperative Plan does not provide analysis of any new or increased consumptive uses resulting from the development, or any adverse environmental impacts, as recommended by the International Joint Commission, a body created to protect Great Lakes water.

The Department's review of the relevant case law has shown that some Federal district courts have delegated regulatory authority over Great Lakes water diversion to the individual states

⁴ Comments from Kenosha 2020, LLC, a citizen group formed during this cooperative plan process, in letters to the Department dated September 2, 2000.

⁵ Comments from Kenosha 2020, LLC, in letters to the Department dated September 2 and September 28, 2000.

and their state statutes and administrative rules.⁶ The Department has also consulted with the SEWRPC and the WDNR regarding the law related to inter-basin transfers of Great Lakes water. While the Cooperative Plan anticipates the expansion of the Sanitary Sewer Service Area boundaries and a consequent increase in water usage (which would either temporarily remove water from the Great Lakes basin or result in an increased consumption) it is important to recognize that this agreement does not accomplish the modification of these boundaries. The Department's approval of this Cooperative Plan does not constitute approval for any increased water use or consumption by the Kenosha Water Utility, nor does the Department have that authority to so approve. Instead, the expansion of the Sanitary Sewer Service Area boundary or an increase in the volume of permitted withdrawals can only be accomplished by procedures set forth in Wisconsin Statute Chapters 30 and 281 and in administrative rule NR 142. Should the Kenosha Water Utility District seek at some point in the future to expand the sanitary sewer service area, it will be required to provide detailed records of water use and pumping studies, as well as analysis of cumulative impacts and any adverse consequences. This process will require review and approval by SEWRPC and WDNR and would likely also involve participation by surrounding municipalities. In fact, in its comment letter, SEWRPC recommends that given the current interest by the City of Kenosha, the Village of Pleasant Prairie, and the Towns of Bristol and Somers in amending the Sanitary Sewer Service Area, these parties work together to effectuate any changes in one amendment action.

The Department finds that the issue of Great Lakes water diversion is not yet ripe for decision and that even if it were, the Department does not have approval authority under the Wisconsin statutes. However, to the extent that the development proposed by the Cooperative Plan is dependant on extension of the Sanitary Sewer Service Area, the Department believes that the Cooperative Plan sufficiently identifies the approvals and conditions that will be necessary. Furthermore, because the SEWRPC's verbal and written comments related to the Cooperative Plan have not identified the diversion of Great Lakes water as being problematic, the Department believes that expansion of the Sanitary Sewer Service Area is a reasonable possibility. The SEWRPC is very much aware of Kenosha 2020's concerns regarding Great Lakes water diversion and would have commented if it foresaw a problem.

Also, it is worth noting that the *existing* SEWRPC-designated sewer service area already includes the eastern one-half of the CGA. Therefore, the above concerns are primarily limited to the western one-half of the CGA.

Airport Overlay Zoning Issues

Kenosha 2020 also asserts that the Cooperative Plan conflicts with operations of the Kenosha Regional Airport. Specifically, Kenosha 2020 asserts that the Cooperative Plan conflicts with the Part 150 (Code of Federal Regulations) Noise and Land Use Study, is counter to precedent set by the City of Kenosha, is inconsistent with the long-term goals of the Airport Overlay Zoning Ordinances, poses risks of loss of life and property due to crash hazards and noise levels, and will foreclose the use of future Airport Improvement (AIP) funds. This airport issue is similar to the issue of Great lakes water diversion in that it is beyond the scope of the Cooperative Plan. Although the Cooperative Plan states, on Page 1 of attachment "A", that implementation of this Cooperative Plan would require the revision of the City airport overlay zoning ordinances, such revision is not dealt with by the Cooperative Plan. Instead, although the plan recommends that the overlay ordinance be reduced to allow for the development

⁶ *Portage County Bd. Of Comm'rs v. City of Akron*, 12 F.Supp.2d 693, 699 (N.D. Ohio 1998). The relevant state statutes are sections 30.18 and 281 Wis. Stats., and NR 142 of the Wisconsin Administrative Code.

proposed by the Master Plan to occur, the parties leave such amendment to the discretion of the City and its control of the airport overlay ordinance. Reducing the overlay zone would represent a change of policy for the City and could potentially affect future federal AIP funding. However, it is important to understand that the Kenosha Regional Airport is owned and operated by the City and that the ultimate decision with regard to this issue rests with the City, guided by the intent of this agreement. Significantly, the SEWRPC stated in its written comments, dated December 29, 1999, that the plan is not contrary to the Regional Airport System Plan for Southeastern Wisconsin: 2010 (SEWRPC Planning Report No. 38). The SEWRPC does not believe that reducing the overlay will pose a risk of loss of life or property.

Kenosha 2020 has also asserted that the development proposed in the Cooperative Plan is in conflict with noise and land use compatibility standards in the Part 150 Federal Aviation study. However, this study was never adopted by the City. The parties acknowledge that the approval of this agreement would likely result in the city making amendments to this district, the effect of which will be to bring the airport into conformance with the aforementioned mentioned Regional Airport System Plan for Southeastern Wisconsin: 2010.

(3) *Adequate provision is made in the cooperative plan for the delivery of necessary municipal services to the territory covered by the plan.*

Before addressing services specifically, it is helpful to understand the procedure established by the Cooperative Plan for transferring the CGA to the City, something not yet discussed in this approval document.

The Cooperative Plan identifies three phases for the attachment of territory in the CGA to the City. The first phase is referred to as the "Initial Attachment". The initial attachment is described legally and on a map in the Cooperative Plan at Attachments H and I respectively. It includes all lands in the CGA that border the IH 94 corridor and also includes a finger of land extending west to approximately the western border of the existing Sanitary Sewer Service Area. From the map, the Department estimates that the Initial Attachment area is roughly 300-400 acres in size. It may attach upon approval of the Cooperative Plan by the Department. To compensate the Town for decreased revenue as a result of the Initial Attachment and of subsequent attachments, the City will remit a declining percentage of property taxes to the Town over a five year period equal to \$60,000 (yr.1), \$48,000 (yr.2), \$36,000 (yr.3), \$24,000 (yr.4), and \$12,000 (yr.5).

The second phase of attachment is referred to as the "Intermediate Attachment". This period follows the Initial Attachment and prevails during the intervening 30 years until the "Final Attachment" occurs. During these 30 years, landowners may petition the City for attachment to the City or they may opt to remain in the Town.

The third phase of attachment is referred to as the "Final Attachment". This phase becomes effective on the 30th anniversary of Department approval of the Cooperative Plan and will attach all lands not already attached to the City.

The Department believes that the Cooperative Plan adequately provides for delivery of municipal services. The Cooperative Plan provides information on both the type of services to be provided as well as the conditions for their delivery.

Regarding sewer and water service, the Cooperative Plan anticipates that the Kenosha Water Utility will provide service to the entire CGA. The parties intend to seek approval from the SEWRPC and the WDNR for expansion of the Sanitary Sewer Service Area to include the entire CGA. It may begin providing service to areas within the Initial Attachment Area upon Department approval of the Cooperative Plan. However, before serving other areas, property owners will need to petition for attachment and/or the sewer service area will need to be expanded to include the western portions of the CGA. Eventually, upon Final Attachment, all property in the CGA will receive sewer and water service from the Kenosha Water Utility District. The City has indicated that it has sufficient capacity and facilities to serve the CGA. The three other agreements between the Town and City entered into under s. 66.30 Wis. Stats., may further obligate the City to provide sewer and water service to Town areas outside of the CGA. However, as previously noted, these agreements are outside the scope of this Cooperative Plan.

The Cooperative Plan anticipates that electric power will be supplied by the WEPCO power plant in the village of Pleasant Prairie. The plan states that WEPCO has the capacity to provide sufficient electric power to the area.⁷

While not directly addressed in the agreement, the Department has been informed that municipal services such as police and fire protection and garbage pick-up will be provided by the City as parcels transfer to the City through attachment.⁸

Mass transit services will be provided by the City following attachment once the population density becomes sufficient to support such service.

Regarding control of stormwater, the Town will be responsible for management and control of stormwater in the CGA prior to the attachment of territory to City. The Town will apply City standards for stormwater control and conveyance facilities, including Town lands outside the CGA.

The Town will also apply City standards for public streets, sidewalks and improvements, placement of public utilities and specified City ordinances dealing with building codes, signs, impact fees, etc. The Town will contract with the City for the administration and enforcement of these ordinances. The City has obligated itself, within the first year of the agreement, to adopt zoning ordinances that place each parcel of land in the CGA within a zoning classification. Also, as part of this plan, the Town has agreed to limits on its ability to issue on-site sanitary sewer permits, well permits, building permits, and on its ability to approve certified survey maps, plats, or land divisions. In return, the City has agreed not to exercise any extraterritorial zoning, land division, condominium platting, or official mapping controls in Town areas outside of the CGA.

During the term of the Cooperative Plan, territory within the CGA will be governed by an overlapping scheme of City, Town, and County ordinances and administrative authority. While questions have been raised by Kenosha County and others about ambiguity created by this overlapping scheme, these ambiguities deal with the transition period and do not defeat the scheme expressed for the ultimate outcome of the cooperative agreement. The Department recognizes, however, that implementation of some details of the administrative scheme for this territory may require some clarification of state laws and some negotiation with Kenosha

⁷ Cooperative Plan, at section 27.

⁸ Personal communication with Bill White, attorney for the Town of Bristol, 10/2/00.

County regarding enforcement authority of specific County ordinances that would apply to territory not yet attached to the City during the transition period. The City, Town and County provided the Department with a joint "Letter of Agreement", dated October 5, 2000, wherein the parties address and clarify these issues.

This "Letter of Agreement" provides an interpretation and implementation guidelines for Section 13 of the Cooperative Plan. The main elements of this agreement are as follows: Territory in the CGA that is subject to attachment but not attached will be subject to County zoning until the City adopts zoning ordinances that are specifically applicable to the CGA under s. 66.023(7)(m), Wis. Stats. The parties also addressed the issue of enforcement of County zoning and stated that Kenosha County shall administer and enforce all County zoning for as long as it may remain in force. Prior to attachment, the Kenosha County Zoning Code will continue to govern territory in a County Agricultural Zoning District under s. 91.71 – 91.78, Stats.; County Shoreland Zoning jurisdiction under s. 59.692; or County Floodplain Zoning jurisdiction under s. 87.30. The parties agree that the City of Kenosha will be responsible for determining the applicability of s. 59.692(7) to lands that were subject to County Shoreland Zoning prior to being attached by the City. The City shall administer and enforce properly adopted City Zoning Ordinances that apply to the CGA prior to attachment, as provided in s. 62.23(7), and is not subject to the limitations and procedures of extraterritorial zoning within the CGA. This includes the application of City Zoning, Land Division and Platting Ordinances to Town territory subject to attachment but not yet attached. The City and the County Planning Agency have agreed to cooperate in creating a consensus map showing parcels currently zoned shoreland, floodplain and agricultural preservation. The County Subdivision Ordinance and the County Ordinance or Private Sewage Systems shall continue to be administered and enforced within the CGA regardless of the allocation of zoning jurisdictions within the CGA prior to attachment of territory within the area. The County Sanitary Code shall apply to private sewage system matters even following attachment. The City of Kenosha will exercise extraterritorial subdivision plat review jurisdiction under Ch. 236 of the State Statutes and the City Code of General Ordinances. Finally, this agreement explicitly provides for the participation of the County planning agency in the preparation of plans for stormwater management in the CGA and where off-site impacts on neighboring communities are involved.

Obviously, the type of services the City will provide to the CGA is dependent on the type of development that occurs. The Cooperative Plan includes a Master Plan for the CGA at Attachment L-3. This Master Plan provides three alternative development schemes and contains standards and details for each identified land use type. The plan envisions only recreational, residential, and commercial uses; no manufacturing. The Master Plan also provides for a network of local, collector, and arterial streets. The plan does not appear to provide clear information regarding responsibility for the costs of construction or maintenance of these streets. In addition, neither the Master Plan nor the Cooperative Plan contain fiscal estimates to project how development in the CGA will affect the taxes of current and future property owners within the plan territory or within the City. However, despite this, the Department recognizes that the City of Kenosha is currently in good fiscal health and that attachment into the City will occur at a rate so that the provision of municipal services can keep pace. Also, the Department recognizes that many of the development costs will be born by the developers pursuant to City ordinances, and that the Master Plan calls for public spaces and facilities in the CGA to be maintained by neighborhood associations. These provisions will lessen the City's financial burden to some extent.

Therefore, for all of the above-mentioned reasons, the Department finds that adequate provision is made in the Cooperative Plan for provision of services.

(4) *Any boundary maintained or any boundary change under the cooperative plan is reasonably compatible with the characteristics of the surrounding community, taking into consideration present and potential transportation, sewer, water and storm drainage facilities and other infrastructure, fiscal capacity, previous political boundaries and shopping and social customs.*

Political boundaries

The Department finds that the CGA is compatible with the surrounding community taking into consideration previous political boundaries. Historically the City of Kenosha was separated from the Town of Bristol by the Town of Pleasant Prairie. However, as a consequence of the special legislation that enabled Pleasant Prairie to incorporate in 1989, the City suddenly became contiguous to IH-94, and the Town of Bristol.⁹ As a result, conflicts over annexations arose between the Town and the City. In fact, subsequent annexations of Town land to the City led to extensive litigation between the City and the Town. This Cooperative Plan, and the s. 66.30 cooperative agreements adopted in 1997 and 1999, and the agreement currently awaiting adoption, attempt to determine boundaries and services in a more coordinated and comprehensive fashion than is possible under the state's annexation procedures. Whereas annexation tends to be piecemeal, as well as uncertain and expensive due to unforeseen litigation, this Cooperative Plan will allow the City to grow in a more orderly fashion. The Town of Bristol will also benefit by receiving tax revenue and by gaining assurance as to its boundaries. By being certain of its boundaries, the Town can better plan for its territory, including planning for land uses and services to residents.

Perhaps most significant is the fact that residents within the CGA may continue to remain in the Town for up to 30 years. This will promote compatibility by ensuring that land within the CGA will remain rural until such time as sufficient demand for development exists and until such time that the City can efficiently provide services to the development.

Kenosha 2020 has expressed concern that this Cooperative Plan would expand the boundaries of the City of Kenosha with the town of Paris by an additional 2 miles and that development in the CGA would put additional development and annexation pressures on the town of Paris and would have a negative effect on land use development in the Town.¹⁰ These concerns have been considered by the parties and Bill White, Attorney for the Town of Bristol has responded that development pressures on surrounding territory will be limited by urban service area boundaries, regional and local land use comprehensive plans, as well as local land use and zoning ordinances. There is no statutory barrier that would prevent the Town of Paris, should it choose to participate in area-wide planning, or an intergovernmental agreement with the parties, from doing so.

⁹ The City became contiguous to the Town of Bristol because of an agreement between the City and Pleasant Prairie whereby the City received land in the northern part of the Town of Pleasant Prairie (contiguous to the Town of Bristol) in exchange for not opposing Pleasant Prairie's petition to incorporate.

¹⁰ Letter from Kenosha 2020, LLC to the Department, dated September 2, 2000.

Present and potential transportation systems

The CGA is served by IH 94, STH 50, CTH K, and CTH MB. As mentioned earlier, these roads also form the boundaries of the CGA. The existing road infrastructure facilitates current commercial development, and will also facilitate future development envisioned by the agreement. As development planning proceeds, applicable transportation improvement plans will be amended to include necessary frontage road systems, and access controls, in order to maintain the integrity of the area-wide transportation system. For these reasons, development within the City Growth Area will be compatible with existing and planned transportation infrastructure.

Regarding the transportation improvements proposed for the City Growth Area, Figures 5 and 7 of the Master Plan, which is contained within the Cooperative Plan at Attachment L-3, provides two different proposals. Figure 5 presents street improvements based on an eastside environmental development whereas Figure 6 presents street improvements based on a west side environmental development. In both cases the figures show that streets will be established in a grid pattern and at regular intervals, except where environmental features dictate that streets take different courses. This grid pattern will disperse and slow traffic by providing residents with a variety of route options. Dispersing and slowing traffic are important to making neighborhoods safer and more appealing to bicycle and pedestrian travel. The street improvements proposed by the Cooperative Plan will make the area compatible with development elsewhere in the City because the proposed streets will be similar to the street layout that currently exists in the City. They will be similar in design, frequency, curb, gutter, and stormwater drainage requirements.

Sewer, water and storm drainage facilities and other infrastructure

Regarding sewer and water, the Cooperative Plan itself does not contain specific direction. However, Section 9 of the Cooperative Plan refers to the 1997 Cooperative Agreement that is contained in Attachment G-1 of the Cooperative Plan and it is within this agreement that direction is provided.

Residents in the CGA currently receive water either from the Town of Bristol or from individual wells. Because the Town does not provide sewer service, residents utilize individual sewer systems regulated under county ordinances. In contrast, the Cooperative Plan requires that the entire area be served with municipal sewer and water services by the City of Kenosha Water Utility. Upon approval of this agreement, on-site sanitary sewer or well permits may no longer be issued within the CGA for new development.¹¹ Section 10 of the Cooperative Plan also provides that “replacement structures, accessory structures for existing residential and agricultural uses may be granted on-site sewage permits and building permits provided that such permits require connection to the Kenosha Water Utility’s sewerage system once service becomes available to that parcel.”

However, in order for sewer and water service to be provided in the manner envisioned by the Cooperative Plan, the SEWRPC and the WDNR must agree to expand the Kenosha Sewer Service Area to include the entire CGA. Currently this area includes only the eastern one-half of the CGA. The 1997 Cooperative Agreement contains language that requires the City and Town to support each other in any effort to reconfigure the Sanitary Sewer Service Area.¹² However, the decision is ultimately up to the SEWRPC and the WDNR. Because the SEWRPC’s *Regional Water Quality Management Plan – 2010: Greater Kenosha Area* (1996)

¹¹ 1997 Cooperative Agreement, contained at Attachment G-1 of the Cooperative Plan, section 13(i).

¹² 1997 Cooperative Agreement, contained at Attachment G-1 of the Cooperative Plan, section 28.

calls for the western 620 acres of the City Growth Area to be ultimately served by sanitary sewer,¹³ it is reasonable to believe that expansion of the Sanitary Sewer Service Area will likely be approved.

The 1997 Agreement also provides that, after state approval of the Cooperative Plan, the City's water utility will buy the Town's water tower, its' well number three, and all the other Town sewer and water infrastructure located within the CGA. This will allow the City the option of serving the area with groundwater or lake water, in the event that the sanitary sewer service area is expanded. As indicated earlier, the City's water utility has excess capacity for both sewer and water service.¹⁴

The Department finds that the CGA will be compatible with the surrounding community regarding sewer and water service. It will be compatible with areas to the east already located within the City that are provided with City sewer and water service. It will be compatible with Town areas to the south and west because municipal sewer and water is ultimately anticipated for these areas according to the 1997 Cooperative Agreement. Overall, City sewer and water, as opposed to individual systems, is beneficial because it will improve the groundwater quality and because it will lead to more compact and thoughtful development.

Fiscal capacity

The Cooperative Plan at Section 20, page 11, discusses the City's fiscal capacity, indicating that it believes it has sufficient borrowing capacity to handle potential unforeseen expenses accruing from the plan and agreement. In addition, City regulations, which will apply to the CGA, require that developers provide all infrastructure necessary to serve their projects.¹⁵ Therefore, the City will not bear the entire costs of the development or necessary physical improvements.

Shopping and social customs

The Cooperative Plan will be compatible with the surrounding community with regard to shopping and social customs. With regard to shopping, the Cooperative Plan proposes two business districts: 1) Small or Large Business and 2) Small Business or Institutional uses. Both of these districts are shown in Figures 4 and 6 of the Master Plan, which is included at Attachment L-3 of the Cooperative Plan. The figures show the first district being located in the far eastern portion of the CGA along the IH 94 corridor, while the second district may occur interspersed throughout the area, including within the Airport Zoning Overlay. The first district is compatible because much of the area along IH 94 between the City and Town is already in commercial use and is anticipated by the SEWRPC to remain in commercial use well into the future. The second district is compatible because commercial uses are a recommended use for the Airport Zoning Overlay, and because it will provide needed shopping opportunities for residents in both the CGA and adjacent town areas. It appears that the second district businesses will serve neighborhood shopping needs, while businesses within the first district along IH 94 will serve the larger region. The Department also bases its finding on an independent study, completed in 1997 by Gruen, Gruen & Associates, that projected a market demand for at least 120 acres within the CGA for retail, office and industrial uses by the year 2010.¹⁶

¹³ Cooperative Plan (2000), Attachment F, pg. F-5.

¹⁴ Cooperative Plan, Section 20, pg. 10.

¹⁵ Cooperative Plan (2000), Section 20, pg. 11.

¹⁶ Cooperative Plan, Attachment F-6.

Regarding social customs, the Department believes, because municipal boundaries will ultimately be determined according to the Cooperative Plan, that area residents will have a much better understanding of the boundaries, proposed land uses, and access to higher levels of municipal services, and therefore be in a better position to plan for their own future. The Department acknowledges that some residents would prefer to maintain current land uses, and remain in the town forever. However, the purpose of s. 66.023, Wis. Stats., agreements is to foster wholesale planning and boundary transfers by abutting jurisdictions, and thereby supplant the traditional annexation and debate over compatible/incompatible land uses occurring between towns, cities and villages. More predictable boundaries and a land use vision will also result in improved City/Town relations and will save money from avoided litigation and more efficient service delivery. The proposed design of the development may also foster community social relations. The design techniques suggested by the Master Plan for the CGA will tend to bring people together. Specifically, by incorporating courtyards and public green-spaces into developments, people are brought into contact with one another. The suggestion of maintaining public facilities through neighborhood associations is also conducive to promoting neighborhood identity and cohesion.

(5) The shape of any boundary maintained or any boundary change under the cooperative plan is not the result of arbitrariness and reflects due consideration for compactness of area. Considerations relevant to the criteria under this subdivision include quantity of land affected by the boundary maintenance or boundary change and compatibility of the proposed boundary maintenance or boundary change with natural terrain including general topography, major watersheds, soil conditions and such features as rivers, lakes and major bluffs.

The Department finds that the boundaries of the City Growth Area are not the result of arbitrariness, and in fact reflect due consideration for compactness of the area. Topography and natural conditions are not significant factors in this Cooperative Plan. Map F-9 shows the topography of the CGA and indicates how the area contains little in the way of topographical constraints. The territory tends to be gently rolling, with a maximum elevation of 750 (above mean sea level) and a low of 727 feet. The natural features consist of wetlands, woodlands, and Center Creek. No significant natural areas exist to the north and south of the City Growth Area that might have been used as boundaries. To the west, Center Creek could have been used as a boundary. However, the parties chose not to use the creek as a boundary line because doing so may have made protection of the creek more difficult due to the existence of overlapping regulations from the Town, County, and City. The parties anticipate that better and more efficient protection will result from placing the creek entirely within the City.

Soil conditions were considered and are provided at Map F-10 of the Cooperative Plan. However, the distribution of soil types throughout the City Growth Area is such that soils are not amenable as a means of delineating boundaries.

Instead of using natural features to determine boundaries, the parties used roads, an alternative particularly effective in creating easily identifiable distinctions between the Town and City. In fact, the boundaries established through this agreement are much more identifiable and rational than could have occurred from incremental annexations. In addition, by choosing to grow along corridor lines, the CGA is guaranteed to be more compact and accessible.

(5m) The cooperative plan adequately identifies and addresses the significant adverse environmental consequences to the natural environment that may be caused by the proposed

physical development of the territory covered by the plan, the municipalities submitting the plan have adequately identified and considered alternatives to minimize or avoid the significant adverse environmental consequences, the proposals in the plan for compliance with federal environmental laws or regulations and state environmental laws or rules are adequate and the need for safe and affordable housing for a diversity of social and income groups in each community has been met.

Significant adverse environmental consequences and compliance with Environmental laws
Information regarding current land uses, the location of environmental corridors, surface water, floodplains, and wetlands, topography and soil types is provided at Attachment F of the Cooperative Plan. Map F-14 in Attachment F also identifies the location of historic and cultural features within the CGA.¹⁷

The Cooperative Plan does not identify any species listed as endangered or threatened, or listed as State or Federal *Species of Special Concern*. Furthermore, Attachment F cites the SEWRPC's regional environmental plan, called, A Regional Natural Areas and Critical Species Habitat Management and Protection Plan for Southeastern Wisconsin (1997)¹⁸. This plan also does not identify any *Natural Area* sites of statewide or greater significance, countywide or regional significance, or *Critical Species Habitat* sites located within the CGA, nor does the plan indicate any endangered, threatened, rare or special species habitat within the CGA. This is not to say that the area does not possess important natural resources, rather, it means that it does not contain the type of resources that would trigger the application of special federal and state legislation such as the Endangered Species Act. Resources that are found in the CGA include four wetlands, a secondary environmental corridor, and five isolated natural areas. These are identified in the Cooperative Plan on Maps F-12 and F-13. The Cooperative Plan will preserve these resources through plan and ordinance. As discussed earlier in the "Services" section of this approval document, the City will apply County ordinances in the manner agreed to in the Letter of Agreement, and will also reference state laws and local codes to the extent they apply.¹⁹ The Master Plan also endeavors to protect the area's natural resources. It lists protection of the environment as a goal and development policy and both of the development alternatives mapped on Figures 4 and 5 anticipate preserving natural areas by placing them in "Green Space, Park" or "Planned Environmental Development" use categories. Also, by concentrating the location of residential and commercial development, the amount of acres devoted to open space and natural uses is maximized.

Kenosha 2020 and its consultants have raised several criticisms that pertain to environmental issues. These criticisms are that the Cooperative Plan fails to accommodate increased runoff volumes and velocities by providing for larger drainageways, that it fails to identify several stream courses in the southwest corner of the CGA, that it fails to identify several historic and natural sites, including a farm tree row, savanna, and forest remnant, that it violates federal and state water law related to the Great Lakes, that it contributes to urban sprawl, that it fails to use new and innovative design techniques, and that it contributes to urban sprawl. The following paragraphs address each of these criticisms.

¹⁷ Identified historical and cultural features include a Greek Revival farmhouse, the Charles Thompson House, and the location of a wooden "plank road".

¹⁸ SEWRPC Planning Report No. 42, A Regional Natural Areas and Critical Species Habitat Management and Protection Plan for Southeastern Wisconsin, September 1997

¹⁹ Letter from the parties and Kenosha County to the Department, dated October 5, 2000.

The Department was verbally informed by the SEWRPC²⁰ that an environmental review has been done for the CGA and that the SEWRPC is of the position that all relevant stream courses and natural areas have been identified.

Regarding the need to accommodate increased runoff, the Department notes that the Cooperative Plan envisions Center Creek as being the site for green space or appropriate stormwater management structure, within a designated environmental corridor whose size, as the parties state, will provide for as great or greater protection than currently provided by Kenosha County ordinances. However, as development of the CGA progresses, it may be that the resolution of unanticipated stormwater management issues will need to include the participation of the Village of Pleasant Prairie and Kenosha County (which is adding an engineer position to, among other duties, review and make technical recommendations on stormwater management issues). The Department believes that the institutional capacity exists to deal with any increased runoff, should it occur, in a manner no different than under current regulation.

The issue of diversion of water from the Great Lakes basin in violation of federal and state law and international treaty has already been commented upon earlier in this approval document.

The comments relating to the failure to incorporate new and innovative design techniques is surprising given that the Master Plan includes the very same design techniques that Randall Arendt encourages in his books and that Applied Ecological Services Inc., referenced in their submittal to the Department. Some examples of the Master Plan's use of innovative design include the use of recessed garages or garages in the rear of dwellings, use of courtyards, plazas, residential squares, neighborhood parks, cluster developments, the use of paving to reinforce parking and circulation patterns, the goal of creating distinct and memorable places, the use of bay windows on buildings and small setbacks to create visual interest for pedestrians. Whether this is a "cutting edge" or "mediocre" development plan lies largely in the eye of the beholder. The Department is not aware of any state statute that currently sets a minimum threshold "quality" content and performance level for land use plan elements adopted by any jurisdiction. However, "Smart Growth," when it ultimately takes affect in 2010, may ultimately be construed by the courts to imply such a "minimum standards" requirement. Whether the proposed Master Plan is the "right" plan for this location, given the constellation of site attributes, including natural and man-made resources, including interstate access, is a land use policy and marketing choice granted to towns, cities, villages, and counties by statutory police power authority inherent in Chapters 59, 60, 61, 62, and 66, Wis. Stats.

In fact, it's worth noting that overall, the nature of the development proposed by the Cooperative Plan is potentially consistent, if implemented as proposed, with development suggested by the recently enacted comprehensive planning and "Smart Growth" statutes. For example, s. 16.965(1)(b) Wis. Stats. defines a "Smart Growth Area" as follows:

"...an area that will enable the development and redevelopment of lands with existing infrastructure and municipal, state, and utility services, where practicable, or that will encourage efficient development patterns that are both contiguous to existing development and at densities which have relatively low municipal, state governmental and utility costs (emphasis added)."

²⁰ Personal communication with SEWRPC on September 21, 2000.

Additionally, the Cooperative Plan would meet several of the planning goals enumerated in s. 16.965(4) Wis. Stats., including the encouragement of neighborhood designs that support a range of transportation choices, protection of natural areas, including wetlands, wildlife habitats, lakes, woodlands, open spaces and groundwater resources, encouragement of coordination and cooperation among nearby units of government, building of community identity by revitalizing main streets and enforcing design standards, providing adequate infrastructure and public services and an adequate supply of developable land to meet existing and future market demand for residential, commercial and industrial uses, and providing for land uses that create varied and unique communities.

Finally, Kenosha 2020 asserts that the Cooperative Plan contributes to sprawl in two ways. First it results in the creation of an additional 2 ¼ -mile common border on the north side of the CGA with the Town of Paris, thereby introducing the threat of annexation and a market for urban development where none existed before. Second, by denying the installation of on-site sanitary sewer systems, the Cooperative Plan will promote the rapid conversion of lands with the CGA to urban uses because property owners will be unable to make limited expansion of residential use to their property without expensive City sewer and water services being required.

The Department disagrees with both of these contentions and finds that the Cooperative Plan will not by itself cause sprawl. As previously discussed, the development envisioned by the Master Plan is development that, if implemented as planned, would be consistent with the recently adopted "Smart Growth" planning statutes. The Master Plan specifies relatively dense (8-12 units per acres) development that is served with City services such as mass transit, sewer, water, park, and commercial amenities. Prospective development pressure in the Town of Paris will be limited by urban service area boundaries, by regional and local comprehensive plans, local land use and zoning ordinances, and lack of direct interstate access at CTH "K." Indeed, there are several land uses such as the land fill operated by Waste Management in Section 32, and the extensive Rossi feed lot operation that potentially create unusual environmental constraints on the types of land use initiatives that might attempt to move adjoining parcels out of A-1 exclusive agricultural zoning. The Town of Paris is itself the best bulwark against urban sprawl, as current town policies favor and encourage continued agricultural operations.

Although school districts are not currently entitled to be named as parties to s. 66.023, Wis. Stats., plans and agreements, implementation of this cooperative plan may ultimately necessitate a change in school district boundaries if the identity of CGA residents with other city residents is to be maintained, and if school district costs are to be fairly apportioned and distributed across jurisdictions. The authority to change school district boundaries lies directly with the districts themselves, and with the state Department of Public Instruction, Boundary Review Board.

Alternatives

The Department finds that the parties have adequately considered alternatives. This cooperative boundary plan process has been lengthy and the Department is aware of the different scenarios that have been discussed or proposed by the parties. For example, originally the Cooperative Plan included the entire town of Bristol. However, the County opposed this because it felt the area would be too large, for a number of reasons. In addition to considering alternative boundaries, the parties have considered alternative development scenarios within the CGA. These scenarios are provided at Figures 5 and 6 of the Master Plan.

The Department is aware of the consultant Randall Arendt's contentions that alternatives were not considered. However, after reviewing the assertions to the contrary, the Department finds that it disagrees and believes that the parties have satisfied this requirement. *The current agreement has arisen as a response to, and is intended as a resolution of, extensive intergovernmental conflict, including litigation between the parties*. It may be that Mr. Arendt was unfamiliar with this conflict at the time he wrote his analysis. A wide range of alternatives have been explored by the parties and rejected for failure to satisfy the political and institutional settings confronting the participants. Another issue implicated in this line of criticism is whether all of the parties affected were necessarily included in the plan (such as Town of Paris and Village of Pleasant Prairie). It would seem that the parties immediately necessary to any conclusion of the immediate legal strife are in fact included in the plan. There is nothing inherent in the subject plan that would necessarily prevent either the Town of Paris or the Village of Pleasant Prairie from later joining with the subject parties in some similar statutory agreement.

The Department does not believe that the Legislature intended that this statute be applied in a vacuum, but rather that it reflect the historical realities of planning and intergovernmental relations in Wisconsin, and the prospective ability of the parties, whether through arbitration or mediation, to arrive at consensus while balancing political, financial and legal objectives, with mini-Wisconsin Environmental Protection Act – type objectives. To do otherwise would either make the state an ineluctable party to the negotiations, or apply a standard for which there is no reasonable answer except rejection. Instead the Department has encouraged the parties to do their best with the statutory criteria that they can, and to remain engaged in discussion and decision-making between themselves, with their affected neighbors, and Kenosha County, until major issues were resolved.

Housing

The Department finds that the Cooperative Plan will provide safe and affordable housing for a range of social and income groups. The Cooperative Plan references the *Consolidated Housing Plan*²¹ prepared in 1995 and a 1998 study related to general housing conditions and trends in Kenosha County, for the Community Development Block Grant (CDBG) program, as well as a number of Home Programs. The programs and policies contained in, and proposed by these documents, relate to housing quality and affordability. Although neither the Consolidated Plan nor the housing study addresses the CGA specifically, the housing programs and policies they contain will nonetheless apply to lands within the CGA as they attach to the City. Also, the Cooperative Plan indicates that the City's building codes, fees and zoning ordinances are all designed to promote affordable housing.²² Finally, the Master Plan envisions a range of housing prices and types within the CGA by including a variety of lot sizes and by allowing and encouraging mixed-use (so for example, housing could occupy the second stories of commercial buildings). The proposed Master Plan calls for increasing the appeal of higher density housing by locating it adjacent to significant public amenities such as courtyards or squares or neighborhood loop roads.²³ This is a departure from the practice of many communities of locating higher density housing in less desirable locations.

²¹ A Consolidated Housing Plan is a plan required by the Department of Housing and Urban Development (HUD) as a condition of receiving federal housing assistance.

²² Cooperative Plan, at Attachment M, pg. 36.

²³ Cooperative Plan, at Attachment L-3, pg. 6.

It is also worth noting that the City already provides a broad range of housing opportunities. Therefore, new employees to the area could also take advantage of those existing housing choices.

(6) *Any proposed planning period exceeding 10 years is consistent with the plan.*

The boundary adjustment period for the Cooperative Plan is 30 years, commencing from the date of state approval. All outstanding Town parcels within the boundary adjustment area will automatically be detached from the Town and attached to the City at the end of the 30-year term. Once attachment to the City is complete, the parties have agreed that the boundaries established by this Cooperative Plan will be permanent. That is, once the CGA completely attaches to the City there will be no further annexation of Town lands by the City.

It is important to note that the agreements under s. 66.30, Wis. Stats. - the 1997 Cooperative Agreement, the 1999 Cooperative Agreement, and the 2000 Cooperative Agreement - may have different terms than those of the Cooperative Plan and may have planning periods which do not coincide exactly with those of the Cooperative Plan.

Regarding the length of the agreement, although s. 66.023(3)(f), Wis. Stats., provides that the traditional planning period for cooperative plans is ten years, the Department may approve agreements of longer lengths. According to the Cooperative Plan, the parties prefer a 30-year planning period because they anticipate that this will be the amount of time necessary for the City to assimilate the territory in the CGA in an orderly and cost effective manner. The Department finds that a 30-year period is reasonable for the same reasons cited by the parties.

APPROVAL

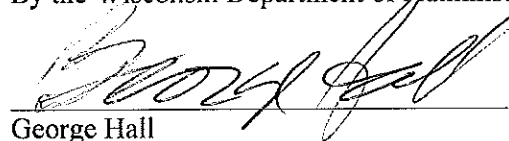
This Cooperative Plan meets the statutory criteria of s. 66.023, Wis. Stats. Pursuant to authority under s. 66.023(5), Wis. Stats., the Wisconsin Department of Administration hereby approves the Cooperative Plan between the Town of Bristol and the City of Kenosha.

Plan activities shall be implemented as set forth in the "City of Kenosha/Town of Bristol Cooperative Plan Under Section 66.023, Wisconsin Statutes", dated May 9, 2000 as adopted by the parties, and submitted to the Department for final review on July 12, 2000. Changes or revisions to the Cooperative Plan can only occur with the approval of the Town of Bristol and the City of Kenosha according to s. 66.023 Wis. Stats., and with the concurrence of the Wisconsin Department of Administration or any successor agency granted the authority to administer the "boundary change by cooperative plan and agreement" statutory provisions.

This Cooperative Plan is effective from today's date, and remains in effect until October 20th, 2030, subject to amendment by the parties.

Dated this 20th day of October, 2000.

By the Wisconsin Department of Administration:



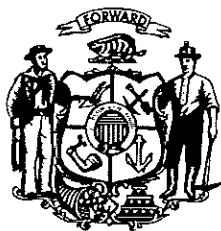
George Hall
Director of Municipal Boundary Review
Wisconsin Department of Administration



Mark Saunders
Deputy Counsel
Wisconsin Department of Administration

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

TOMMY G. THOMPSON
GOVERNOR
GEORGE LIGHTBOURN
SECRETARY



Office of Land Information Services
Municipal Boundary Review
P.O. Box 1645
Madison, WI 53701-1645

Phone: (608) 266-0683
(608) 266-9728
Fax: (608) 266-5519

November 7, 2000

John M. Antaramian, Mayor
City of Kenosha
625-52nd Street
Kenosha, WI 53140

Shirley B. Davidson, Chairperson
Town of Bristol
P.O. Box 187
Bristol, WI 53104

Re: Clarification for the "Approval of the "City of Kenosha/Town of Bristol
Cooperative Plan Under Section 66.023, Wisconsin Statutes"

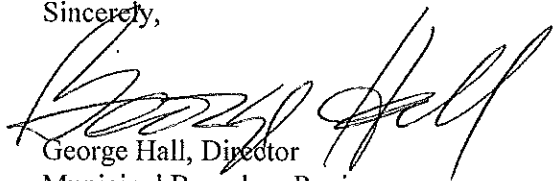
Dear Mayor Antaramian and Chairperson Davidson:

In order to further clarify our understanding of your intent that this agreement remain in force, your attorneys, Bill White and Jim Conway, have requested that the Department remove the date from paragraph 3 on page 20 of our approval of this agreement mailed to you on October 20, 2000. We have agreed to this clarification, and would ask that the attached replacement approval page, along with a new cover page, be substituted in place of the originals. This change reflects the dual nature of the agreement – insofar as certain designated properties will transfer, if they have not already done so, at the end of 30 years, which we believe is consistent with the intent of s. 66.023, Wis. Stats. Thereafter, the boundaries so fixed will remain under the terms of the party's agreements.

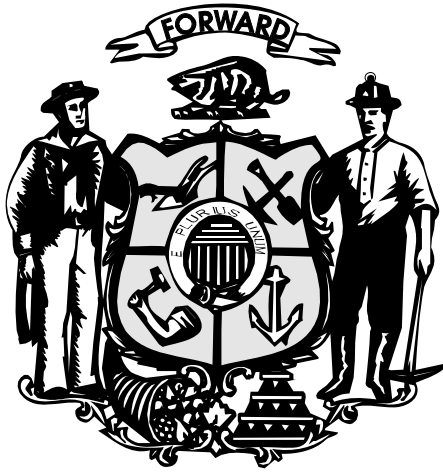
Along with the replacement pages, I am also attaching notice of appeal rights information from s. 66.023, Wis. Stats., and Chapter 227. The appeal section was not originally attached because the notice provisions of s. 227.48 (2), Wis. Stats., do not apply (see *Collins v. Policano*, 231 Wis.2d 420, 605 N.W.2d 260 (Ct. App. 1999)). We are providing this as a courtesy to the parties and the public.

Again, let me offer my congratulations on successfully concluding a very complex and constructive agreement. Should you, your staff, council, or board members have any questions concerning our approval document, or subsequent cooperative agreement implementation issues, please don't hesitate to contact me at (608) 266-0683, or Robert Zeinemann at (608) 266-9728.

Sincerely,


George Hall, Director
Municipal Boundary Review

cc: Attorney James W. Conway, City Attorney, City of Kenosha
Mr. O. Fred Nelson, Kenosha Water Utility
Ms. Jean Morgan, Clerk, City of Kenosha
Attorney Willam F. White, Counsel, Town of Bristol
Mr. Richard M. Czopp, Administrator, Town of Bristol
Ms. Amy Klemko, Clerk, Town of Bristol
Attorney Richard A. Lehmann, Special Counsel, Kenosha County Land Use
Committee
Attorney Gary W. Thompson, Kenosha 2020, LLC
Mr. George Melcher, Director, Kenosha County Planning & Development
Mr. Philip C. Evenson, Executive Director, Southeastern Wisconsin Regional
Planning Commission
Ms. Jane M. Romanowski, Clerk, Village of Pleasant Prairie
Attorney James H. Baxter, III, Counsel, Village of Pleasant Prairie
Ms. Terri Fonk, Clerk, Town of Paris
J. Michael Blaska, Director, Wisconsin Department of Administration, Office of
Land Information Services
Jeanne Storm, Deputy Director, Wisconsin Department of Administration, Office of Land
Information Services
Mark Saunders, Deputy Legal Counsel, Wisconsin Department of Administration



WISCONSIN DEPARTMENT OF ADMINISTRATION

**APPROVAL of the TOWN OF BRISTOL, CITY OF KENOSHA
COOPERATIVE BOUNDARY AGREEMENT**

November 7, 2000

APPROVAL

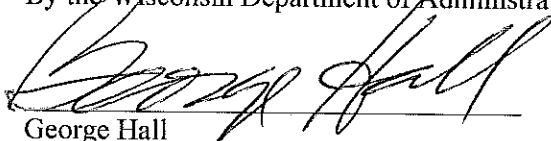
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Plan activities shall be implemented as set forth in the "City of Kenosha/Town of Bristol Cooperative Plan Under Section 66.023, Wisconsin Statutes", dated May 9, 2000 as adopted by the parties, and submitted to the Department for final review on July 12, 2000. Changes or revisions to the Cooperative Plan can only occur with the approval of the Town of Bristol and the City of Kenosha according to s. 66.023 Wis. Stats., and with the concurrence of the Wisconsin Department of Administration or any successor agency granted the authority to administer the "boundary change by cooperative plan and agreement" statutory provisions.

This Cooperative Plan is effective from today's date, and remains in effect subject to amendment by the parties.

Dated this 7th day of November, 2000.

By the Wisconsin Department of Administration:



George Hall
Director of Municipal Boundary Review
Wisconsin Department of Administration



Mark Saunders
Deputy Counsel
Wisconsin Department of Administration