

**2017 CITY OF KENOSHA/VILLAGE OF SOMERS/TOWN OF SOMERS/TOWN OF
PARIS/COUNTY OF KENOSHA/KENOSHA WATER UTILITY/VILLAGE OF SOMERS
WATER UTILITY/VILLAGE OF SOMERS SEWERAGE DISTRICT/COUNTY HIGHWAY
COMMISSIONER COOPERATIVE PLAN AND INTERGOVERNMENTAL AGREEMENT
UNDER SECTIONS 66.0301, 66.0305, AND 66.0307, WISCONSIN STATUTES**

WHEREAS, the City of Kenosha, Wisconsin is a Wisconsin municipality with offices at 625 52nd Street, Kenosha, Wisconsin 53140; and

WHEREAS, the Village of Somers is a Wisconsin municipality with offices at 7511 12th Street, Somers, Wisconsin 53171; and

WHEREAS, the Town of Somers is a Wisconsin municipality with offices at 7511 12th Street, Somers, Wisconsin 53171; and

WHEREAS, the Town of Paris is a Wisconsin municipality with offices at 16607 Burlington Road, Union Grove, WI 53182; and

WHEREAS, the County of Kenosha is a quasi-municipal corporation created pursuant to § 2.01(3), Wis. Stats. and authorized to enter into contracts pursuant to § 59.01, Wis. Stats., with its principal place of business located at 1010 56th Street, Kenosha, Wisconsin, 53140, and

WHEREAS, the Kenosha Water Utility is a municipal utility operated pursuant to § 66.0803, Wis. Stats, with offices located at 4401 Green Bay Road, Kenosha, Wisconsin 53144; and

WHEREAS, the Village of Somers Water Utility is a municipal utility operated pursuant to § 66.0803, Wis. Stats., with offices at 7511 12th Street, Somers, Wisconsin 53171, and was formerly known as the Town of Somers Water Utility No. 1; and

WHEREAS, the Village of Somers Sewer Utility District is a utility district created and operated pursuant to § 66.0827, Wis. Stats., with offices at 7511 - 12th Street, Somers, Wisconsin 53171, and was formerly known as the Town of Somers Sewer Utility District; and

WHEREAS, § 66.0307, Wis. Stats., 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 a cooperative plan is cited in § 66.0307(3)(b), Wis. Stats., 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 the efficiency and economy in the process of development; and

WHEREAS, it is appropriate that the cooperative plan portions of this Master Agreement related to boundary changes are organized around § 66.0307(2)(c), Wis. Stats., which specifies that municipal boundary changes may occur over a "boundary plan" term subject to the occurrence of conditions as set forth in the cooperative plan, and at the end of the term final changes become effective; and

WHEREAS, § 66.0301(2) and § 66.0305, Wis. Stats., allow municipalities to cooperate and contract in a binding fashion for the receipt and furnishing of services, for the joint exercise of powers or duties required or authorized by law, for the apportionment of expenses involved, for the sharing of revenues, and for the exercises of other duties and rights as stated in § 66.0301(2), and § 66.0305, Wis. Stats.; and

WHEREAS, the City of Kenosha, Village of Somers, and the Town of Paris 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 Cooperative Plan; and

WHEREAS, the Town Board of the Town of Somers on February 22, 2005, and the Common Council of the City of Kenosha on March 7, 2005, adopted a cooperative plan pursuant to § 66.0307, Wis. Stats., which was approved by the Wisconsin Department of Administration on August 8, 2005; and

WHEREAS, the Town Board of the Town of Somers on or about February 22, 2005, along with the Town of Somers Water Utility, the Town of Somers Sewer Utility District, and the Kenosha Water Utility, entered into an agreement for the provision of municipal water and sewer service to properties in the Town of Somers, east of Interstate Highway 94; and

WHEREAS, on June 9, 2014, the County of Kenosha, the City of Kenosha, and the Town of Paris entered into an intergovernmental cooperation agreement; and

WHEREAS, on or about April 24, 2015, the Secretary of State for the State of Wisconsin issued an incorporation certificate, recognizing the Village of Somers as an independent Wisconsin municipality consisting of lands that were formerly located in the Town of Somers; and

WHEREAS, the Village and Town of Somers entered into an Intergovernmental Cooperation Agreement, effective December 31, 2015, that annexed a portion of the remnant Town of Somers into the Village; and

WHEREAS, in 2015, the Town Board of the Town of Somers and the Common Council of the City of Kenosha, pursuant to provisions of § 66.0307, Wis. Stats., amended the 2005 City-Town of Somers Cooperative Plan to bring portions of County Trunk Highways G and K into the jurisdiction of the City of Kenosha from the jurisdiction of the Town; and

WHEREAS, the Village and the Town of Somers entered into an Intergovernmental Cooperation Agreement on October 20, 2015, and the Village of Somers thereafter passed a resolution with the intent of becoming a party to the Kenosha-Somers Agreement; and

WHEREAS, on April 7, 2016, the Town of Paris and the Village of Somers entered into an intergovernmental cooperation agreement pursuant to § 66.0301, Wis. Stats. (later herein defined as “the 2016 Paris-Somers IGA”); and

WHEREAS, on April 14, 2016, the City filed a complaint with the Kenosha County Circuit Court that would become case 16-CV-480 challenging the validity and implementation of the 2016 Paris-Somers IGA; and

WHEREAS, annexation of town land into an adjacent incorporated municipality places the Town of Paris 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, the boundaries of the Village of Somers at the time of approval of this Master Agreement are the same as they were on April 6, 2016; and

WHEREAS, the corridor of Interstate 94 within Kenosha County is poised for large-scale, quality development, that will increase tax base and bring quality jobs to the community; and

WHEREAS, the development of large-scale, quality development along the Interstate 94 corridor is dependent a number of significant, cooperative factors such as municipal water and sanitary sewer services supplied by the Kenosha Water Utility; and

WHEREAS, the development of large-scale, quality development along the Interstate 94 corridor is hampered by the uncertainties associated with the litigation between the government parties to Kenosha County Circuit Court case number 16-CV-480; and

WHEREAS, the City of Kenosha, Village of Somers, and the Town of Paris enter into this Master Agreement, which includes a cooperative plan, 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 of Paris outside the City Growth Area and the Village Growth Area; and

WHEREAS, this Master Agreement does not adversely affect the exercise of Kenosha County zoning, platting, and the general powers of Kenosha County in the portions of the Town of Paris that are not subject to attachment to the City of Kenosha or Village of Somers; and

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

WHEREAS, the City of Kenosha, Village of Somers, and Town of Paris have held a joint public hearing on the Master Agreement noticed under § 66.0307(4)(b), Wis. Stats., on August 23, 2017, in which comments were received and which comments are either reflected in this Master Agreement or addressed in Exhibit A-1, which consists of an analysis of public hearing comments; and

WHEREAS, the Village of Somers and Town of Paris have held a joint public hearing on the revenue-sharing components of their intergovernmental cooperation agreement set forth in Chapter 12 on August 23, 2017, in which comments were received and which comments are either reflected in the intergovernmental cooperation agreement, or addressed in Exhibit A-2, which consists of an analysis of public hearing comments; and

WHEREAS, the parties seek to establish an agreement under the provisions of § 66.0301, Wis. Stats., for the purpose of establishing the conditions and procedures pursuant to which Kenosha Water Utility will provide water and sewer service to certain parts of the Village, and the Village will purchase Kenosha Water Utility water and sewer service from Kenosha Water Utility; and

WHEREAS, the City of Kenosha, Village of Somers, and Town of Paris wish to adjust and establish a mutually agreeable jurisdictional boundary line separating them; and

WHEREAS, § 66.0235, Wis. Stats., requires the Town of Paris and Village of Somers to apportion assets and liabilities when territory is transferred in any manner provided by law; and

THEREFORE, it is the intention of the undersigned entities that this Master Agreement be a binding and enforceable contract.

CHAPTER 1 – DEFINITIONS

Bilateral Amendment means an amendment of this Master Agreement that is between two Parties to this Master Agreement, that is of an administrative nature, and that does not directly or indirectly affect the rights and privileges of the other Parties.

City means the City of Kenosha, Wisconsin.

City Growth Area means the area of the Town subject to boundary adjustments over the term of this Master Agreement and reserved for City growth. The City Growth Area is legally described on Exhibit

B-1 and shown on the scale map on Exhibit B-2; to the extent that there is any discrepancy between the scale map and legal description, the legal description will control.

Commission. A joint commission created by the Town and the Village pursuant to § 66.0301(3), Wis. Stats., to administer the joint land use development activities within the Village Growth Area, as described with more particularity in Section 12.04, hereafter.

County means Kenosha County Wisconsin.

Effective Date is the date of approval of this Master Agreement by the State of Wisconsin.

Final Attachment means an attachment from the Town to either the Village or City that occurs after the expiration of the Planning Period.

Highway “S” Planning Area means a geographical area located within the Village east of I-94, as depicted on the attached Exhibit C-1 and legally described in Exhibit C-2, and incorporated herein by reference. To the extent that there is any discrepancy between the depiction and legal description on Exhibits C-1 and C-2, the legal description will control.

I – 94 means Interstate Highway 94. If the context demands, the term means the entire right-of-way, including the frontage road.

Intermediate Attachment means an attachment from the Town to either the Village or City that occurs during the Planning Period.

Litigation means the litigation between the government parties in Kenosha County Circuit Court case number 16-CV-480.

Master Agreement means this permanent cooperative plan and intergovernmental agreement, including all chapters, herein.

Owner of Land means the holder of fee simple title.

Planning Period or 50-Year Planning Period means fifty (50) years from the Effective Date of this Master Agreement.

Potential City Growth Parcels means the area of the Town subject to boundary adjustments through intermediate attachments over the term of this Master Agreement into the City, but will not be subject to the final attachment required by 5.14, but will be able to annex into the City, subject to the unanimous petition of the Owners of the Land to be annexed, after the 50-year adjustment period. The Potential City Growth Parcels are legally described on Exhibit D-1 and shown on the scale map on

Exhibit D-2; to the extent that there is any discrepancy between the scale map and legal description, the legal description will control.

Town means the Town of Paris, Wisconsin, unless reference is specifically made to the Town of Somers.

Transferred Highway means the roadbed identified in subsection 13.01.03.

2005 Cooperative Plan means the CITY OF KENOSHA/TOWN OF SOMERS COOPERATIVE PLAN UNDER SECTION 66.0307, WISCONSIN STATUTES.

2005 Intergovernmental Agreement means the 2005 INTERGOVERNMENTAL AGREEMENT FOR ORDERLY DEVELOPMENT BY AND BETWEEN CITY OF KENOSHA AND KENOSHA WATER UTILITY, AND TOWN OF SOMERS, SOMERS WATER UTILITY AND SOMERS SEWER UTILITY DISTRICT.

2014 City –Paris - County Agreement means The Intergovernmental Cooperation Agreement between the County of Kenosha, the City of Kenosha and the Town of Paris under Section 66.0301, Wisconsin Statutes Respecting Jurisdiction, with an effective date of May 13, 2014.

2016 Paris – Somers IGA means The Intergovernmental Cooperation Agreement between the Town of Paris and Village of Somers, dated April 7, 2016.

Used Agriculturally means property under the jurisdiction of the Town at the effective date of the Master Agreement that is both (1) in a zoning district identified by the County as A-1, A-2, A-3, A-4, or AE-1; and (2) is not Used Residentially.

Used Residentially means property under the jurisdiction of the Town at the effective date of the Master Agreement that is in a zoning district identified by the County as R-1, R-2, R-3, R-4, R-5, R-6, R-7, R-8, R-9, R-10, R-11, or R-12, or that is listed on Exhibits E or F, which are agriculturally-zoned parcels in the City Growth Area or the Village Growth Area, respectively.

Village means the Village of Somers, Wisconsin.

Village Growth Area means the area of the Town subject to boundary adjustments over the term of this Master Agreement and reserved for Village growth. The Village Growth Area is legally described in Exhibit G-1 and shown on the scale map on Exhibit G – 2; to the extent that there is any discrepancy between the scale map and legal description, the legal description will control.

CHAPTER 2 – PREAMBLE

Prior to entry into this Master Agreement, the City (and its affiliated utility), the Town of Somers (and its affiliated utilities and districts; with the Village as successor to some of the Town of Somers's obligations), and the Town entered into a series of bilateral agreements. The interaction of these agreements has caused some disagreement between these neighboring communities.

For the benefit of the citizens of Kenosha County, and for the citizens of the City, Village, Town of Somers, and Town, in particular, the undersigned parties enter into this agreement, which is coincidentally a cooperative plan and an intergovernmental cooperation agreement. Although arranged into chapters identifying various aspects of the Master Agreement that are adopted pursuant to appropriate statutory authority, it is intended that this Master Agreement is an integrated whole, enabling the City, Village, and Town to meaningfully and rationally provide for orderly growth and development.

CHAPTER 3 – AUTHORITY

The City, Village, and Town enter into Chapters 1, 2, 3, 4, 5, 6, 16, 17, 18, and 19 of the cooperative plan aspects of this Master Agreement under the authority of § 66.0307, Wis. Stats. The parties enter into Chapters 1, 2, 3, 4, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, and 19 of the intergovernmental cooperation agreement aspects of this Master Agreement under authority of §§ 66.0301(1) through (5) and § 66.0305, Wis. Stats. For purposes of clarification, and notwithstanding any other provision herein, no portion of this Master Agreement is entered into pursuant to § 66.0301(6). The undersigned parties petition of the State of Wisconsin, Department of Administration for approval, in accordance with statutory procedures and time frames.

CHAPTER 4 – TERM

Section 4.1. Term of Agreement.

The Term of this Master Agreement shall be fifty (50) years from the Effective Date. The Effective Date is the date of approval of this Master Agreement by the State of Wisconsin. Except for annexations of the Potential City Growth Parcels, the boundary line adjustment set forth herein at the conclusion of the 50-year Planning Period shall be permanent. Notwithstanding any provision to the contrary in this Master Agreement, final attachments to the City and Village described in Chapter 5, survive the termination of this Master Agreement and may occur after the expiration of the term of this Master Agreement.

CHAPTER 5 – CREATING A NEW COOPERATIVE AGREEMENT BETWEEN THE CITY, VILLAGE, AND TOWN REGARDING BOUNDARIES

Section 5.1 Participating Municipalities

This Chapter 5 applies to the City of Kenosha, the Village of Somers, and the Town of Paris located in Southeastern Wisconsin, which respective municipal boundaries on the date of approval of this Cooperative Plan by the Parties are shown on the map found in Exhibit H.

Section 5.2 Contact Person/Notices

The following persons are empowered to give and receive notices and speak for their municipality respecting this Cooperative Plan:

For the City of Kenosha: The City Administrator;

For the Village: The Village Administrator; and

For the Town: The Town Chair.

Section 5.3 Territory Subject to the Cooperative Plan

The Planning Area subject to this Cooperative Plan is the City Growth Area, which is described on Exhibit B-1 and the Village Growth Area, which is described on Exhibit G-1, and the Potential City Growth Parcels, which are described in Exhibit D-1. (Legal Descriptions are found in B-1, G-1, and D-1; Maps are found in B-2, G-2, and D-2.)

Section 5.4 Issues, Problems, Opportunities

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

5.4.01 Establish Permanent Boundaries Between the City and the Town, the Village and the Town, and between the Village and the City in areas west of the Interstate Highway 94, Thereby Eliminating Annexation Disputes. Like many towns located next to incorporated municipalities, the Town is subject to the loss of territory to the City and Village by multiple annexations over an extended period of time. Because of the lack of control over the annexation process, the losses of territory from the Town can create, from a municipal services standpoint, an irrational boundary which was difficult for the parties to service. The permanent boundaries sought by this Cooperative Plan will recognize the need of the City and Village to grow and the need of the Town to maintain secure boundaries and to engage in meaningful planning and preserve the remaining tax base. A permanent border will allow the municipalities to engage in land use planning and for both to avoid disputes, as well as for them to properly plan for infrastructure improvements for sewer, water and other urban amenities. The permanent boundaries to be established by this Cooperative Plan are shown on Exhibits B-2 and G-2.

5.4.02 Assure Orderly Development of the City Within the City Growth Area and of the Village Within the Village Growth Area. Capital infrastructure improvements require a planning

horizon which may be from one to twenty 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 twenty years. The orderly phasing of growth and development will be enhanced by this Cooperative Plan.

Section 5.5 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 is the City Growth Area, which is legally described in Exhibit B-1 and shown on the scale map on Exhibit B-2. The area of the Town subject to boundary adjustments over the term of this Cooperative Plan and reserved for Village growth is the Village Growth Area, which is legally described on Exhibit G-1 and shown on the scale map on Exhibit G-2. The area of the Town subject to boundary adjustments over the term of this Cooperative Plan as Potential City Growth Parcels, is legally described on Exhibit D-1 and shown on the scale map on Exhibit D-2.

Section 5.6 Consistency with Comprehensive Plans and with State and Federal Law.

5.6.01 Consistency with Comprehensive Plans. The City Growth Area, the Potential City Growth Area, and the Village Growth Area subject to this Master Agreement are covered by adopted comprehensive plans of the City, Village and Town. The proposed land use within these growth areas are addressed in the existing comprehensive plans. These existing plans and future comprehensive plans for the City, Village, and Town will guide new development and redevelopment that will occur within these Growth Areas.

The City, Village, and Town have prepared the following comprehensive plans to guide development:

- “A Comprehensive Plan for the City of Kenosha: 2035” (hereinafter in this Section 5.6 designated “City’s Comprehensive Plan”)
- Town of Somers 2008 Comprehensive Plan (adopted by the Village in 2015)(hereinafter in this Section 5.6 designated “Village’s Comprehensive Plan”)
- “A Multi-Jurisdictional Comprehensive Plan for Kenosha County: 2035” adopted by the Town Board for the Town of Paris on March 1, 2010, as amended thereafter, including the Town of Paris I-94 Corridor Neighborhood Plan adopted November 24, 2015 (hereinafter in this Section 5.6 designated “Town’s Comprehensive Plan”).

In compliance with §§ 66.0307(3)(c), (3)(d)4., and (5)(c)2., Wis. Stats., the cooperative plan portions of this Master Agreement are consistent with the comprehensive plans of the City, Village, and Town.

A. City of Kenosha. On April 19, 2010, by passage of ordinance 28-10, the Common Council for the City of Kenosha adopted the City’s Comprehensive Plan pursuant to § 66.1001, Wis. Stats.

In the City's Comprehensive Plan, the statutory comprehensive planning goals related to the utilities and community facilities element set forth in § 16.965, Wis. Stats., were identified, including:

- Encouragement of land uses, densities, and regulations that promote efficient development patterns and relatively low municipal, State government, and utility costs.
- Encouragement of coordination and cooperation among nearby units of government.
- 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.

This Master Agreement promotes efficient development patterns and relatively low municipal government and utility costs, exemplifies coordination and cooperation among two units of municipal government adjacent to the City, and attempts to address the need for an adequate supply of developable land to meet existing and future market demand for residential, commercial, and industrial uses for future residents of the City of Kenosha.

In the City's Comprehensive Plan, reference is made to the Regional Land Use Plan, specifically intending that most new development would be accommodated within urban service areas – areas that provide basic urban services including public sanitary sewer service and typically also include public water supply service and local parks, schools, and shopping areas. Further it was anticipated that most of the incremental population, households, and jobs anticipated in the coming decades would be allocated to planned urban service areas, which would be areas where commitments to urban and sub-urban development have been made. This Master Agreement identifies new territory that will become planned urban service areas where public sanitary sewer service and public water supply service will be extended to allow for rational job growth.

In the City's Comprehensive Plan, it is noted that “[t]he population projection for [the City of] Kenosha is expected to grow from 90,352 (2000) [which was the last decennial census preceding the City's Comprehensive Plan] to 124,097 (2035).” Although isolated parcels and pockets of undeveloped land exist in the City, other than the former Chrysler Engine Plant that is subject of environmental remediation, the land within the current boundaries of the City is generally developed. In order to accommodate this residential, commercial, and job growth, additional territory within the jurisdiction subject to utility service is necessary. This Master Agreement allows for orderly growth through attachment commensurate and consistent with the growth of the population of the City.

Two aspects of job creation were addressed in the City's Comprehensive Plan. Firstly, it was recognized that at the time of the creation of the plan, many of the City's residents seek employment

outside of the County, including residents commuting to jobs in neighboring Illinois counties, due to the lack of high paying local jobs, resulting in a loss of skilled and educated workers which was characterized as a “brain drain.” It was identified that diversification of the economy and providing future jobs and opportunities for Kenosha youths were part of the visioning process for the City’s Comprehensive Plan. Secondly, it was anticipated that there would be an increase in projected jobs from 2000 and 2035; within that time frame, it was expected that there would 14,830 jobs created in the City and 40,768 jobs created in the County. It was noted that in order to accommodate the increased projected number of jobs, the City may need to allocate more land for commercial and industrial development than designated on the regional plan. This Master Agreement addresses the opening up of several thousand acres to municipal services, including availability to municipal water sources, to accommodate ordered job growth within commercial and industrial development in the City Growth Area through 2035 and beyond.

In the City’s Comprehensive Plan, it is noted that annexation of property from a town into a city remains one of the most contentious issues between neighboring communities. Towns want to preserve their borders and retain their existing and future tax base, and/or existing agricultural land, and the incorporated communities want to be able to expand their boundaries into adjoining towns to accommodate urban growth and development. Through its plan, the City recognized the need to prevent the unnecessary loss of agriculture and farmland due to development pressures and expressed belief that the most effective way of preserving agricultural land was to ensure an adequate amount of developable land within an area served by municipal utilities to satisfy the demand for housing and businesses. It was recognized that boundary plans and intergovernmental agreements can preserve lands for towns and give them the ability to plan for the future without the uncertainty related to future annexations. This Master Agreement addresses the concerns and observations reflected in the City’s Comprehensive Plan that boundary disputes can become contentious. In the City’s Comprehensive Plan, it is noted that “[d]evelopment of boundary agreements between the city and adjacent towns where no agreement is in place is the best option for resolving conflicts regarding annexations and land uses in extraterritorial areas, and should be pursued.” The City has boundary agreements with every town adjacent to the City, except for the Town of Paris. By resolving these issues with the Town in advance by this Master Agreement, the Parties expect to eliminate the potential for litigation. Moreover, this Master Agreement, consistent with the intent of the City’s Comprehensive Plan, is a negotiated balance between preserving agricultural land within the Town, while ensuring an adequate amount of developable land within an area in the City (and Village) served by municipal utilities to satisfy the demand for housing and businesses. Moreover still, this Master Agreement addresses the concerns and observations reflected in the City’s Comprehensive Plan that the Town of Paris be able to solidify its borders and retain its remaining tax base, and remaining agricultural land, while accommodating urban growth and development in defined territory by the City and Village.

B. Town of Paris. The Town’s Comprehensive Plan focuses on preserving the rural character of the Town while protecting natural resources and recreational opportunities. The predominant land use within the Town is agriculture with the exception of the I-94 Corridor where the Town’s Comprehensive Plan indicates a desire to promote growth, including commercial,

government/institutional, industrial/manufacturing, office/professional, and mixed use development. The Town's Comprehensive Plan encompasses this vision through the inclusion of the adopted I-94 Corridor Neighborhood Plan. The I-94 Corridor Neighborhood Plan would continue to be implemented throughout the Village Growth Area by the Town and Village, in conjunction with a joint commission created under this Cooperative Plan. In addition, the Cooperative Plan implements this same vision through the designation of a Growth Area which would transition the land from the Town to the City and the Village, as the City's Growth Area and the Village's Growth Area respectively. Limited rural residential development throughout the Town is consistent with residential development supported by the Town's Comprehensive Plan, Town and County's Land Division Ordinances, and the provisions of the Cooperative Plan.

C. Village of Somers. The Village's Comprehensive Plan reflects a growing community that is seeing increased residential development and commercial development along key arterials. A substantial portion of the Village remains agricultural in nature with limited opportunities for development which are also reflected in the provisions of the Village's Comprehensive Plan. This is consistent with the Village's Cooperative Plan in that the Village Growth Area is adjacent to existing areas of development and either presently are or will be included in Village Utility Districts. These goals are reflected in the Village Growth Area shown in the Cooperative Plan and the focus of development near that area and support for the Village Growth Areas along key transportation corridors where larger commercial and industrial development is likely to occur.

5.6.01 Consistency with Other Laws. The Cooperative Plan is generally consistent with current state and federal law, shoreland ordinances, municipal regulations and administrative rules that apply in the Town, the Village and the City. The language used within the Cooperative Plan provisions acknowledges that other state and federal laws or administrative rules may apply and that such laws and rules may supercede the Cooperative Plan unless otherwise authorized by law. The intent of the Cooperative Plan provisions was not to conflict with any current state or federal laws, shoreland zoning ordinance, municipal regulations and administrative rules.

Section 5.7 Planning Period Purpose

The basis for the fifty (50) year boundary adjustment period is that such a time period is anticipated to be the time required for the City and Village to assimilate the territory in the City and Village Growth Areas in an orderly basis and in a cost effective manner.

Section 5.8 City Growth Area and Village Growth Area As Permanent Boundaries Between the City, Village, and the Town

The boundary of the City bordering the Town as expanded through the attachment of the City Growth Area under this Cooperative Plan, as described in Exhibit B-1 and depicted on Exhibit B-2, and the boundary of the Village bordering the Town as expanded through the attachment of the Village Growth Area under this Cooperative Plan, as described in Exhibit G-1 and depicted on Exhibit G-2, constitute the permanent boundary lines between the City, Village, and the Town west of Interstate Highway 94; except that should any Potential City Growth Parcel be attached pursuant to this Master Agreement

during the 50-year Planning Period or be annexed after the 50-year Planning Period, the permanent boundary line between the City and the Town will further reflect the attachment or annexation into the City.

The City may attach areas within the City Growth Area or Potential City Growth Parcels as provided by this Cooperative Plan, but will not attach portions of the Town outside the City Growth Area or of the Potential City Growth Parcel. The City shall not accept any annexation petition nor pass any ordinance of annexation which annexes property in the Town to the City which lies outside the City Growth Area and is not a Potential City Growth Parcel.

The Village may attach areas within the Village Growth Area as provided by this Cooperative Plan, but will not attach portions of the Town outside the Village Growth Area. The Village shall not accept any annexation petition nor pass any ordinance of annexation which annexes property in the Town to the Village that lies outside the Village Growth Area.

The City, Village, and the 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, Village, and the Town.

The City, Village, and the Town may amend the permanent boundary by mutual consent of all three governments, but only upon approval of any affected property owner and the State of Wisconsin Department of Administration. The City Common Council, the Village Board, and the Town Board of Supervisors shall act only upon the publication of a Class III Notice and the holding of a public hearing.

Section 5.9 Sanitary Sewer and Water Service

The City and the Town of Somers have entered into the “City of Kenosha/Town of Somers Cooperative Plan Under Section 66.0307, Wisconsin Statutes”, of which the “2005 Intergovernmental Agreement for Orderly Development by and Between City of Kenosha and Kenosha Water Utility, and Town of Somers, Somers Water Utility and Somers Sewer Utility District” was incorporated.

By other provisions of this Master Agreement, the Village has become a successor to certain provisions of both 2005 Cooperative Plan and the 2005 Intergovernmental Agreement.

The 2005 Intergovernmental Agreement may be amended from time to time by mutual agreement of the parties outside of the Cooperative Plan review and approval process.

Section 5.10 Sanitary Sewer and Well Permits, Building Permits, Land Use Reviews and Permits, Rezoning, Land Divisions, Sanitary Sewer and Water Main Connections, Special Assessments and Charges, Parcels of Land Located in Both City And Village Growth Areas, Nonconforming Uses, and Airport Approach Protection Within the City Growth Area

5.10.01 Restrictions on Exercise of Town Authority. In the City Growth Area and Village Growth Area, neither the County nor the Town will have or exercise any power or authority to accept, process, review or recommend applications, or approve any of the following:

5.10.011 Sanitary Sewer and Well Permits for new buildings and structures.

5.10.012 Building Permits for new buildings and structures, except as permitted in Sections 5.10.021 through 5.10.024 of this Cooperative Plan.

5.10.013 Land use reviews and any other development permits for new buildings and structures.

5.10.014 Land Divisions in the City Growth Area, as defined in Chapter 17 of the City Code of General Ordinances or in the Village Growth Area as defined in Chapter 18 Code of General Ordinances for the Village of Somers.

5.10.015 Rezoning.

5.10.016 Connections to respective Kenosha Water Utility sanitary sewer and water mains or the Somers Water Utility or Sewer District sanitary sewer and water mains.

5.10.02 Exercise of Town Authority. In the City Growth Area and in the Village Growth Area, the Town shall have the power and authority to accept, process, review, recommend and approve the following applications subject to written notice to and advance written approval by the City or Village, as appropriate:

5.10.021 Building Permits for additions to existing single and two family residential buildings, not in excess of twenty percent (20%) of the size of the existing building, or five hundred square feet (500 ft²), whichever is greater.

5.10.022 Building Permits for accessory buildings less than eight hundred forty square feet (840 ft²) or fifteen percent of the lot size, whichever is lesser, on lots that are Used Residentially.

5.10.023 Building Permits for any structures on parcels that are Used Agriculturally.

5.10.024 Building Permits for single, two family residential and agricultural buildings of equivalent size to buildings that were destroyed by catastrophe or act of God.

5.10.025 Temporary uses permitted under the County Zoning Ordinance.

5.10.026 Variances authorized under the County Zoning Ordinance.

The City or Village shall have twenty-one (21) business days following receipt of such notice to approve or disapprove, pursuant to this subsection 5.10.02.

5.10.03 Attachment Required. Property in the City Growth Area or in the Village Growth Area must be first attached to the respective municipality as a pre-condition to the exercising of power and authority to accept, process, review, recommend and approve any of the following:

5.10.031 Building Permits for new buildings and structures, and additions thereto, except as provided in Sections 5.10.021 through 5.10.023.

5.10.032 Site Plan and Conditional Use reviews and approvals for new buildings and structures, except as provided in Sections 5.10.021 through 5.10.023.

5.10.033 Land Divisions, as defined in Chapter 17 of the City Code of General Ordinances or the Chapter 18 of the Code of General Ordinances for the Village of Somers.

5.10.034 Rezoning.

5.10.035 Property from the Potential City Growth Parcels must be first attached to the City as a pre-condition to connections to Kenosha Water Utility sanitary sewer and/or water mains.

In the sole discretion of the City, with respect to the City Growth Area, or the Village, with respect to the Village Growth Area, the requirement to attach with respect to the matters addressed in Subsections 5.10.031, 5.10.032, 5.10.033, and 5.10.034 may be waived. For the avoidance of doubt, a waiver given for any particular matter for a particular parcel, will not be construed as a waiver of any future required attachment obligations. For the further avoidance of doubt, should the City or Village, in the exercise of their discretion waive attachment otherwise required pursuant to Subsections 5.10.031, 5.10.032, 5.10.033, and 5.10.034, the other rights of approval under this Section 5.10 will not be deemed waived.

5.10.05 Nonconforming Uses. Parcels of land attached to the City or Village shall have and/or retain any nonconforming use status available to such parcels under State Law as established by § 62.23(7), Wis. Stats., and Section 7 of the City Zoning Ordinance or the Village Zoning Ordinance, as applicable, subject to amendments and court interpretations thereof.

5.10.06 Airport Approach Protection. This Cooperative Plan shall have no effect upon City rights to Airport Approach Protection under State Law.

5.10.07 Notwithstanding the above-stated restrictions on the exercise of Town Authority, pursuant to Chapter 12 of this Master Agreement, Commission approval is required for certain land use matters proposed within the Village Growth Area.

Section 5.11 Purpose of Phased Approach to Boundary Changes

Real estate sales statistics show that few 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 or Village will likely be those who bought their property knowing that attachment will be required at some point in the future. This limitation, in effect, grandfathers Town property owners for a period of time which extends up to fifty (50) years unless those property owners voluntarily consent to an earlier attachment. This limitation further permits the sale of a particular parcel from one owner to another, without attachment, until the Final Attachment is required.

Section 5.12 The City's Intermediate Attachments

Prior to enacting any Intermediate Attachment, the City must first obtain the written consent of all property owners subject to a particular Intermediate Attachment. If and when said written consent is obtained by the City, the City Council may attach said territory by following the procedures designated in § 66.0307(10), Wis. Stats. Before doing so, the City must provide written notice and a copy of the property owners' written consent to the Town clerk ten (10) days before the adoption of the ordinance required therein. Neither the Town nor any other body or sub body may object to the Intermediate Attachments provided they are in compliance with this Master Agreement.

The previous paragraph and Section 5.18, notwithstanding, the right of way of County Trunk Highway N as described and depicted in Exhibit I, may be attached to the City at any time without further consent required.

Section 5.13 The Village's Intermediate Attachments

Prior to enacting any Intermediate Attachment, the Village must first obtain the written consent of all property owners subject to a particular Intermediate Attachment. If and when said written consent is obtained by the Village, the Village Board may attach said territory by following the procedures designated in § 66.0307(10), Wis. Stats. Before doing so, the Village must provide written notice and a copy of the property owners' written consent to the Town clerk ten (10) days before the adoption of the

ordinance required therein. Neither the Town nor any other body or sub body may object to the Intermediate Attachments provided they are in compliance with this Master Agreement.

Section 5.14 City's Final Attachment

The City Council may effectuate the Final Attachment, consisting of all unattached territory designated as City Growth Area within Exhibit B-1, on or within a reasonable time period after the expiration of the fifty (50)-year term of this Master Agreement by following the procedures designated in § 66.0307(10), Wis. Stats. Before doing so, the City must provide written notice to the Town clerk ten (10) days before the adoption of the ordinance required therein. Neither the Town nor any other body or sub body may object to the Final Attachment provided it is in compliance with this Master Agreement.

Section 5.15 Village's Final Attachment

The Village Board may effectuate the Final Attachment, consisting of all unattached territory designated as Village Growth Area within Exhibit G-1, on or within a reasonable time period after the expiration of the fifty (50)-year term of this Master Agreement by following the procedures designated in § 66.0307(10), Wis. Stats. Before doing so, the Village must provide written notice to the Town clerk ten (10) days before the adoption of the ordinance required therein. Neither the Town nor any other body or sub body may object to the Final Attachment provided it is in compliance with this Master Agreement.

Section 5.16 Other Rules Pertaining to Attachments Permitted by this Agreement

5.16.01 No party to this Agreement may alter any boundary affecting any other party to this Agreement unless said alteration is specifically permitted by this Agreement; and then, said boundaries may be altered only in strict conformity with the requirements of this Agreement.

5.16.02 Only entire parcels of land may be transferred by any party to this Agreement to any other party to this Agreement. As an exception to the foregoing, the City or Village may attach a part of one or more parcels to accomplish their Final Attachments, but only if necessary to accomplish the purpose or transferring all of the land eligible to be transferred as part of their respective Final Attachments.

5.16.03 For the avoidance of doubt no property may be attached to the City or Village as an Intermediate Attachment without the consent of the Owner(s) of Land.

5.16.04 Where a petition for attachment involves Property occupied by electors other than the Owner(s) of Land, only the Owner(s) of Land have the right to consent to the attachment.

5.16.05 Territory may be attached to the City or Village from the respective Growth Areas, under this Cooperative Plan, subject to all of the provisions of this Section 5.16, irrespective of size, shape, or contiguousness of the territory covered by the petition. Territory may be attached to the City from the Potential City Growth Area under this Cooperative Plan during the Planning Period, subject to all of the provisions of this Section 5.16, only if the territory is contiguous with the City Growth Area, with another parcel in the Potential City Growth Area that has attached to the City, or with another parcel in the City Growth Area that is attaching at the same time. The City or Village, as appropriate, however, may reject any petition to attach territory which is either not contiguous, or not configured in a manner which will enable the municipality to provide adequate and timely service until such time as the municipality and the affected water utility are able to provide adequate and timely service, or until the Final Attachments.

5.16.06 Sanitary sewer and water service shall be made available to Intermediate Attachments within two (2) years of attachment. The sanitary sewer and water service shall be made available through the utility or utilities of the municipality to which the Intermediate Attachment is being made. The City and Village are authorized to confer with land owners interested in a petition for attachment to recommend the size, shape and contiguity of the territory to be covered by the petition.

Section 5.18 Public Rights-of-Way.

Public right-of-way attachments in the City Growth Area will occur on rights of way identified in Exhibit B-1. Where Intermediate Attachments about a public right-of-way, the City shall have discretion as to whether to attach said public right-of-way to the City at any time prior to the City's Final Attachment or at the City's Final Attachment.

Public right-of-way attachments in the Village Growth Area will occur on rights of way as identified in Exhibit G-1. Where Intermediate Attachments about a public right-of-way, the Village shall have discretion as to whether to attach said public right-of-way to the Village at any time prior to the Village's Final Attachment or at the Village's Final Attachment.

Section 5.19 Effective Date of Attachment.

The Town territory in the growth areas constituting Intermediate Attachments shall be attached effective on the date after the day of publication of the Attachment Ordinance unless another date is provided in the Attachment Ordinance. The Final Attachments shall be effective as provided in Sections 5.14 and 5.15.

Section 5.20 Zoning of Attached Parcels.

Attached parcels shall come into the City or Village under the most restrictive classification in their respective Zoning Ordinance, subject to the provisions of Section 5.10.05 of this Cooperative Plan respecting nonconforming use.

Section 5.21 I-94 Right-of-Way.

Notwithstanding any provision herein to the contrary, the right-of-way for I-94 in the City Growth Area, at the option of the City, may be attached to the City at any time. Notwithstanding any provision herein to the contrary, the right-of-way for I-94 in the Village Growth Area, at the option of the Village, may be attached to the Village at any time.

Section 5.22 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 except as otherwise provided, herein. The Village Growth Area, during the term of this Cooperative Plan, shall be governed by Village, County, and Town General Ordinances, and by Village and County (as applicable) Zoning Ordinances except as otherwise provided, herein.

5.22.01 Attached Territory. The Town territory, upon attachment to the City or Village under this Cooperative Plan, shall become City or Village territory, respectively, subject to the applicable City Zoning and Code of General Ordinances or Village ordinances, and subject to the provisions of Section 5.10.05 of this Cooperative Plan respecting nonconforming uses.

5.22.02 Town territory in the City Growth Area and the Village Growth Area, prior to attachment, shall be subject to the County Zoning Ordinances, and the restrictions set forth in Section 5.10 of this Cooperative Plan.

Section 5.23 Local Ordinances, County Ordinances and Mutual Agreements Affecting Town Areas Outside City and Village Growth Areas.

The Town territory not included in the City Growth Area and Village Growth Area shall continue to be governed by the General Ordinances of the Town of Paris, and by the applicable County of Kenosha ordinances.

Section 5.24 Storm Water Management and Control

The Town and the City Growth Areas subject to this Cooperative Plan are located within the drainage basin known as the Kilbourn Ditch/DesPlaines River Basin.

Town shall be responsible for maintenance and repair of facilities related to storm water management and control in City Growth Area prior to attachment of Town territory to City. Town shall apply City standards, as they may exist from time to time, to the construction and installation of new storm water control and conveyance facilities within such area. Town shall also apply City standards, as they may exist from time to time, to construction and installation of new 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.

Town shall be responsible for maintenance and repair of facilities related to storm water management and control in Village Growth Area prior to attachment of Town territory to Village. Town shall apply Village standards, as they may exist from time to time, to the construction and installation of new storm water control and conveyance facilities within such area. Town shall also apply Village standards, as they may exist from time to time, to construction and installation of new storm water control and conveyance facilities in Town territory outside the Village Growth Area which, when developed, will discharge storm water into the Village Growth Area.

Nothing herein shall be construed to create an obligation on the Town to construct Storm Water Management and Control facilities.

Section 5.25 Design and Construction of Public Streets, Sidewalks, Improvements and Placement of Public Utilities in Street Right-Of-Way in City Growth Area and Village Growth Area Prior to Attachment of Town Territory to the City or Village

The Town, within sixty (60) days of the Effective Date, 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 rights-of-way (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 and shall adopt and apply Village standards in the Village Growth Area with respect to the design and construction of public streets, sidewalks, improvements generally placed in rights-of-way and the placement of public utilities in the street right-of-way.

When a party to this Cooperative Plan having jurisdiction over a street or highway which is situated on a City/Town, Village/Town, or City/Village boundary line improves such street or highway, or when either the Kenosha Water Utility, Somers Water Utility, Somers Sewerage District, or the Town install sanitary sewers or water mains within such boundary street or highway, and the territory of the other party is benefited by such improvements, the benefited party at the request of the party installing such improvements shall pay for its pro rata share of the cost of such improvement based upon the benefits received. Where the benefits received are specially assessable benefits to individual property owners, the parties mutually agree to assist in the levy and collection of said special assessments as provided by Wis. Stats.

The party intending to perform such work in or upon a boundary street right-of-way is required to give notice to the other party not less than sixty (60) days before commencement of the work.

Any dispute regarding the appropriate allocation of costs shall be determined by a joint report promptly prepared and issued by the engineers for the affected municipalities (as to street improvements) and affected utilities, as appropriate. If and to the extent the engineers reach agreement, the issues shall be deemed to be finally resolved. If the engineers are not able to resolve disputed issues, and the affected water utility general managers and/or the affected municipalities' administrators (as to street improvements), as appropriate, are not able to resolve such issues after meeting at least twice within thirty (30) days following the issuance of the engineers' joint report or within such additional time as

they may agree to in writing, a mutually satisfactory arbitrator shall be selected within the next thirty (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 parties to the arbitration shall equally share in the costs of arbitration. Alternatively, the affected parties 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.

Any obligation herein for a particular project may be waived by the municipality into which the roadbed will be attached in the future pursuant to this Master Agreement.

Section 5.26 Environmental Evaluation of the Cooperative Plan

The City, Village, and the Town have evaluated the environmental consequences of this Cooperative Plan, including air and water pollution impacts, energy use, and effect on urban sprawl and expect minimum impacts. This Cooperative Plan facilitates consistent and coherent Town planning for infrastructure and other development in the Town territory. This Cooperative Plan is consistent with all applicable state and federal laws, municipal regulations, shore land zoning ordinances and administrative rules.

The Comprehensive Plans for the City Growth Area and Village Growth Area reduces the potential impact of urban sprawl by providing for open space while concentrating the location of development. The preservation of all natural areas, wetlands, floodplains and upland woods will allow for the continuation of natural vegetation absorbing air pollutants and preventing soil erosion.

On the Effective Date, the Kenosha Water Production Plant and the Wastewater Treatment Plant have adequate capacity to serve the City Growth Area and the Village Growth Area and the Potential City Growth Area existing on the Effective Date.

Construction site maintenance and erosion control for new construction shall be regulated in the City Growth Area by Chapter XXXII of the City's Code of General Ordinances. Construction site maintenance and erosion control for new construction shall be regulated in the Village Growth Area by Chapter 17 of the Village's Code of General Ordinances.

Section 5.24 of this Plan provides for storm water management and control in both the City Growth Area and Village Growth Area as it relates to the development of storm water management plans and cooperative efforts to manage storm water.

The development of the City Growth Area and the Village Growth Area will be in compliance with State and Federal environmental laws and regulations. Sanitary sewer and water extensions will be subject to the Department of Natural Resources approvals. Private wells upon 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, or applicable regulations of the Wisconsin Department of Natural Resources.

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 the development within the City Growth Area and the Village 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.

Section 5.27 No Revenue Sharing in City Growth Area - Boundary Exchange

The City and the Town acknowledge that the City Growth Area will become part of the City, thereby generating municipal revenues to the benefit of the City. It is understood and agreed that there shall be no sharing of revenue which Town derives from the City Growth Area up to and until the time that the area is attached to the City either by intermediate or Final Attachment.

Section 5.28 Periodic Conferences and Long-Range Planning

Town, Village, and City shall confer from time to time, to review and discuss concerns relating to land use, stormwater management and drainage, boundary streets, capital improvement projects, and other matters of mutual concern.

Section 5.29 Extraterritorial Zoning, Land Division, Condominium Platting, and Official Mapping Controls in Town Outside the Growth Areas

The City will not exercise any extraterritorial zoning, land division, condominium platting, or official mapping controls in the Town outside the City Growth Area. The Village will not exercise any extraterritorial zoning, land division, condominium platting, or official mapping controls in the Town outside the Village Growth Area.

Section 5.30 Comprehensive Planning

5.30.01 Comprehensive Plans. City adopted Comprehensive Plans for the City Growth Area shall govern land development until repealed, amended, or superseded in accordance with State law governing Comprehensive Planning. Village adopted Comprehensive Plans for the Village Growth Area shall govern land development until repealed, amended, or superseded in accordance with State law governing Comprehensive Planning. For the parcels of the Potential Growth Parcels, the Comprehensive Plan for the Town shall govern until such time as a parcel attaches to the City, at which time the City Comprehensive Plan shall govern for that parcel.

5.30.02 Mutual Approval. City has no objection to duly adopted Town Comprehensive Plans applicable to Town territory outside the City Growth Area. Village has no objection to duly adopted Town Comprehensive Plans applicable to Town territory outside the Village Growth Area. Town has no objection to duly adopted City Comprehensive Plans applicable to either the City Growth Area or the Village Growth Area.

5.30.03 New Comprehensive Plans and Amendments To Existing Comprehensive Plans. City, at any time, may adopt or amend any comprehensive plan for the City Growth Area or any part thereof. Village, at any time, may adopt or amend any comprehensive plan for the Village Growth Area or any part thereof, subject to the approvals of the Commission. Both the City and the Village will duly consider comments made by Town representatives and citizens.

Section 5.31 Authorizing Resolutions, Attest by Affidavit, Cooperative Plan Adoption Resolutions, and Record of Public Participation

5.31.01 Initial Authorizing Resolutions. Paragraph 66.0307(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, Village, 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, Village, and Town initial authorizing resolutions are found in Exhibits K-1, K-2, and K-3.

5.31.02 Attest By Affidavit. Subparagraphs 66.0307(4)(a)1. through 4., Wis. Stats., regarding the Cooperative Plan requires an attest by affidavit that authorizing resolutions described under Section 5.31.01 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 five (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" are found in Exhibit L-1, L-2, and L-3 for the City, Village, and Town, respectively.

5.31.03 Resolutions Indicating Adoption and Authorizing Transmittal of the Master Agreement to the State. Copies of resolutions indicating adoption and authorizing transmittal of the Master Agreement 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, Village, and the Town – are found in Exhibit M-1, M-2, and M-3.

5.31.04 Record of Public Participation and Comment. The public comment and hearing requirements in Paragraphs 66.0307(4)(b) and (c), Wis. Stats., were met. The public comments including those comments from the public hearing and those of the county zoning agency are found in Exhibit A-1.

Section 5.32 Administration of this Cooperative Plan

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

Section 5.33 Implementation

Without additional consideration, the Town, Village, 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 5.34 Special Dispute Procedures for Certain Provisions of Chapter 5

As indicated in Section 5.1, this Chapter 5 of the Master Agreement is a Cooperative Plan, establishing boundaries among the City, Village, and Town. Although some responsibilities in this Chapter 5 are quadrilateral among the County, City, Village, and Town, and some responsibilities are trilateral among the City, Village, and Town, the majority of responsibilities in this Chapter 5 are bilateral among either the City and the Town or among the Village and the Town. In the event that there arises a dispute among the parties with regard to the interpretation, application, or operation of any bilateral responsibility in this Chapter 5, the dispute resolution procedure of Chapter 18 will be used, except, the only parties to the discussion, mediation, and/or arbitration will be the two parties affected by the bilateral responsibility.

CHAPTER 6 – VILLAGE OF SOMERS TO BECOME A PARTY TO THE “CITY OF KENOSHA/TOWN OF SOMERS COOPERATIVE PLAN UNDER SECTION 66.0307, WISCONSIN STATUTES”

Since the 2005 Cooperative Plan was adopted and amended, the Village of Somers was incorporated and now comprises what was identified in that agreement as the “Town Growth Area.” The parties to the 2005 Cooperative Plan acknowledge that with regard to rights and responsibilities in that agreement to the former Town Growth Area (now the Village of Somers), the Village of Somers is the legal successor to the Town of Somers.

**CHAPTER 7 – VILLAGE OF SOMERS AND THE VILLAGE OF
SOMERS WATER UTILITY TO BECOME PARTIES TO THE
2005 INTERGOVERNMENTAL AGREEMENT FOR ORDERLY
DEVELOPMENT BY AND BETWEEN CITY OF KENOSHA
AND KENOSHA WATER UTILITY, AND TOWN OF SOMERS,
SOMERS WATER UTILITY AND SOMERS SEWER UTILITY DISTRICT**

Since the 2005 Intergovernmental Agreement the Village of Somers was incorporated and now comprises what was identified in that agreement as the “Town Growth Area.” The Village of Somers Water Utility was created to provide water from the Kenosha Water Utility to the Village. The parties to the 2005 Intergovernmental Agreement acknowledge that with regard to rights and responsibilities for water and sewer service to the former Town Growth Area (now the Village of Somers) and to the new Village Growth Area identified in this 2017 Master Agreement, the Village steps into the shoes of the Town of Somers and the Village of Somers Water Utility steps into the shoes of the Town of Somers Water Utility.

CHAPTER 8 – AMENDING THE 2005 WATER UTILITY-SOMERS IGA

Section 8.01 Provide the Village With City Water and Sanitary Sewer Service in Village Growth Area.

The City and the Town of Somers (and the Village, to the extent that the Village has become a successor to obligations of the Town) have entered into the 2005 Intergovernmental Agreement for Orderly Development by and between City of Kenosha and Kenosha Water Utility, and Town of Somers, Somers Water Utility and Somers Sewer Utility District respecting sanitary sewer and water service within the City Growth Area and Town Growth Area, which is incorporated herein (hereinafter “2005 Intergovernmental Agreement”). This Cooperative Agreement will amend that 2005 Intergovernmental Agreement by replacing the two – page Exhibit A of that 2005 Intergovernmental Agreement with the two – page Exhibit N that is attached hereto.

Section 8.02 Forgiving Master Metering Delinquencies.

2005 Intergovernmental Agreement is amended by eliminating the last paragraph of 4.b., which stated the following:

“The Town Entities the year shall be allowed up to 10 years from the effective date of this Agreement to connect all existing Town Entities’ sewage conveyance facilities to the Kenosha Water Utility’s sewer conveyance lines through the Master Sewer Meters Sites, as shown on Exhibit ‘A’.”

For avoidance of doubt, Exhibit “A” referenced in the previous paragraph is the replacement Exhibit A to the 2005 Intergovernmental Agreement, which is Exhibit N to this Master Agreement of 2017.

Section 8.03. Water Utility Service Points.

The Kenosha Water Utility shall provide to the Village or the Village's Water Utility and Sewerage District, if so delegated by the Village to Water Utility and Sewerage District, the municipal water/sanitary sewer service connection points at two permanent sites, which shall consist of: (a) at a location west of I-94 to be determined by the Village; and (b) at a location east of I-94 at the Amazon site.

8.03.01 It is understood that the Village is responsible for all costs associated with the connections to existing sewer and water facilities, including, but not limited to, engineering costs, environmental investigation costs, labor and material, metering and monitoring stations, easement acquisition, permit fees, and impact fees and for all costs associated with valve installation.

Section 8.04 Expand Racine Water and Sewer Services

8.04.01 The definition of "Racine Service Area" in Section 2.a.(2) of the 2005 Intergovernmental Agreement is replaced as follows:

The "Racine Service Area" as that area is depicted and referred to on the attached Exhibit O to this Master Agreement.

8.04.02 The Parties agree that the Village may expand the area to which water and/or sewer service is provided by Racine to the area depicted in Exhibit O. The Village may not extend water or sewer service beyond the Racine Service Area from a source other than the Kenosha Water Utility.

Section 8.05 As the provisions of this Chapter 8 of this Master Agreement are amendments to the 2005 Intergovernmental Agreement, for the avoidance of doubt, any breaches or defaults of that 2005 Intergovernmental Agreement, as amended by this Chapter 8 are to be handled pursuant to the provisions of the 2005 Intergovernmental Agreement and not pursuant to Chapter 18 of this Master Agreement and any further amendments thereto are to be handled pursuant to the provisions of the 2005 Intergovernmental Agreement and not pursuant to Chapter 18 of this Master Agreement.

CHAPTER 9 – ASSENT TO EXPANSION OF SERVICE AREAS

Some of the territory in the City Growth Area and the Village Growth Area at the time of the execution of this Master Agreement is outside of the sewer service area serviceable by the Kenosha Water Utility. The Town and the Village agree to cooperate with the Kenosha Water Utility to expand the sewer service area, to include the City Growth Area, the Village Growth Area, and the remainder of the Village; the Town and the Village also agree to cooperate with the Kenosha Water Utility to expand the sewer service area to include the Potential City Growth Parcels. This cooperation includes, but is

not limited to, sending letters of assent to the Southeast Regional Planning Commission, the Wisconsin Department of Natural Resources, and any other agency having jurisdiction.

The City and the Kenosha Water Utility will support efforts by the Village in obtaining Wisconsin Department of Natural Resources' approval for water diversion in accordance with the Great Lakes Compact, west of the subcontinental divide.

CHAPTER 10 – VACATE THE 2014 PARIS-CITY-COUNTY AGREEMENT

To the extent that it was not already void by its terms, the 2014 Paris-City-County Agreement is void by its terms.

CHAPTER 11 – VACATE THE 2016 PARIS-SOMERS AGREEMENT

The 2016 Paris-Somers Agreement is vacated.

CHAPTER 12 – INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE TOWN OF PARIS AND VILLAGE OF SOMERS

Section 12.01 Purpose.

The Town of Paris and the Village of Somers now share a common boundary along Interstate 94 in Kenosha County, and have expressed their mutual desire to enter into an intergovernmental cooperation agreement under §§ 66.0301(1) through (5) and § 66.0305, Wis. Stats. for the purpose of establishing a planning process, management structure, marketing plan and revenue-sharing plan to encourage sound economic development of an eight hundred eighty four (884) acre area currently within the Town and an area of approximately two hundred forty one (241) acres currently located within the Village, which are referred to as the Village Growth Area and the Highway "S" Planning Area, as delineated on the attached Exhibit C-1 and legally described in Exhibit C-2, and incorporated herein by reference. Both the Village and Town believe that this approach will provide mutual benefits to the citizens of both communities and to Kenosha County in general; and,

Section 12.02 Agreement Procedure.

Prior to approving this Master Agreement by resolution, the Town and Village each held a public hearing in accordance with § 66.0305(3), Wis. Stats., and the Town and Village each provided notice of a pending agreement and public hearing by publishing a class 3 notice pursuant to § 66.0305(3) and Chapter 985, Wis. Stats. An advisory referendum was not required pursuant to § 66.0305(6), Wis. Stats.

Section 12.03 I-94 Corridor Neighborhood Plan.

The Town and Kenosha County have approved the Town's I-94 Corridor Neighborhood Plan, dated November 24, 2015 as incorporated into the Multi-Jurisdictional Comprehensive Plan for Kenosha County: 2035 ("Plan"). The Village also has adopted the Multi-Jurisdictional Plan for Kenosha County:

2015. On or after the Effective Date, the Village shall continue to follow and implement the Plan with respect to the Village Growth Area. References within the Plan to the Town and Kenosha County shall be substituted by the "Village" where appropriate. Amendments to the Plan shall follow the procedural process set forth in § 66.1001, Wis. Stats., in addition to securing the approval of the Intergovernmental Commission discussed below.

Section 12.04 Intergovernmental Commission.

12.04.01. Commission. The Parties agree that there is hereby created a commission within the meaning of § 66.0301(3), Wis. Stats., to administer the joint land use development activities within the Village Growth Area, to be referred to in this Master Agreement as the "Commission". This Commission shall operate as a governmental body under § 19.82(1), Wis. Stats.

12.04.02 Purpose, Authority and Primary Responsibilities of the Commission. The Commission shall implement the Plan referred to above, working with Town, Village and County representatives to ensure that its purposes are carried out. The primary responsibilities of the Commission with respect to the Village Growth Area shall include the following: (A) Review of proposed revenue and expense sharing allocations and determination by the Commission as to whether the same are approved; (B) Review of proposed tax incremental financing districts and related project plans, including any amendments to the TIDs or project plans, and determination by the Commission as to whether the same are approved; (C) Review of any developments that require a rezoning, conditional use permit, comprehensive plan amendment, or development agreement and determination by the Commission as to whether the same are approved.

12.04.03 Powers. The Commission shall have the following powers:

- A.** To sue, and be sued, complain and defend in all courts, and also, appear in or before applicable governmental agencies.
- B.** To make, amend and repeal bylaws, rules, regulations, rates, charges and other rules of service.
- C.** To invest funds not required for immediate disbursement in properties or securities as permitted by state law.
- D.** To acquire, purchase, hold, lease and use any property, real or personal or mixed, tangible or intangible, or any interest therein, necessary or desirable for carrying out the purposes of the Commission, and to sell, lease, transfer or dispose of any property or interest therein acquired by it.

- E.** To establish rates and charges for services provided by the Commission, if any.
- F.** To make and execute contracts and other instruments of any name or type necessary or convenient for the exercise of the other powers granted herein.
- G.** To conduct or contract for studies and planning concerning the area under its jurisdiction.
- H.** To the extent authorized by law, and as authorized by resolutions of the Town and Village Boards, to borrow money and issue evidences of indebtedness and to accept contributions of capital from the Town or Village.
- I.** To do all acts and things necessary or convenient for the conduct of its business and the general welfare of the Commission and the Parties and to carry out the purposes and powers granted to it by this Master Agreement.
- J.** To contract for professional services including planners, attorneys, engineers and financial consultants.
- K.** As specified in Section 12.06.01, to consider and grant approvals related to proposed tax incremental financing districts and related project plans, including any amendments to the TIDs or project plans, within the Village Growth Area.
- L.** To consider and grant approvals related to applications for rezoning, conditional use permits, comprehensive plan amendments, and development agreements within the Village Growth Area. In so doing, the Commission shall have the power to add reasonable conditions to said approvals.
- M.** To consider and grant approvals related to revenue and expense sharing allocations as described in this Master Agreement. The general process by which revenues and expenses shall be allocated is set forth in Exhibits P-1 and P-2 An annual report showing the audited revenues and expenses for the prior year shall be presented to the Commission for approval by August 31.

12.04.04. Taxation. The Commission shall not have the power of taxation.

12.04.05. Limitation on financial commitments. Notwithstanding any other provisions in this Master Agreement, the Commission shall not have the authority to commit the Town or Village to any financial responsibility, whether by contract or otherwise, that would exceed the amount budgeted by the Town and Village to fund the Commission's operations.

- 12.04.06. Meetings.** The Commission shall meet within thirty (30) days of receiving a complete submittal and notice from the Village or Town that action is needed on a matter within the jurisdiction of the Commission, and not less than once every calendar year. The Village shall provide a suitable location for meetings of the Commission, as well as a secure area for the storage of documents and public records, as defined in §19.32, Wis. Stats.
- 12.04.07. No compensation.** The members of the Commission shall serve without compensation, provided, however, that the Commission shall have discretion to reimburse members of the Commission for reasonable expenses incurred in carrying out their duties and responsibilities.
- 12.04.08. Membership.** The Commission shall consist of three (3) representatives from the Town and three (3) representatives from the Village. The representatives from the Town, who shall be appointed by and serve at the pleasure of the Town Board, shall include at least one (1) Town Board member, one (1) Plan Commission member and one (1) additional member. The composition of Village representation on the Commission shall be as determined periodically by the Village Board, provided, however, that at least one (1) Village Trustee shall be appointed to the Commission at all times. The Town and Village have the authority to appoint alternate members to act in the absence of the appointed representatives.
- 12.04.09. Voting.** Four (4) members of the Commission shall constitute a quorum. Except-for those items identified below that require a super-majority vote, all actions of the Commission shall require passage by a majority of the Commissioners present. All actions related to (A) the approval of revenue and expense sharing allocations, (B) the approval of the formation or amendment to a TID or project plan, or (C) approvals related to any development that requires a rezoning, conditional use permit, comprehensive plan amendment, or development agreement shall require passage by a vote of five-sixths (5/6) of the Commission. Vacancies must be filled within sixty (60) days of occurrence or the super-majority voting requirement shall be reduced accordingly. For example, if one vacancy exists on the Commission that has not been filled by the appointing body within sixty (60) days, all actions of the Commission that require a super-majority vote shall require passage by a vote of four-fifths (4/5) of the remaining Commissioners until said vacancy is filled. A failure to fill a vacancy after sixty (60) days have elapsed shall, at the option of either Party, trigger the dispute resolution process in Chapter 18. Commissioners may participate in meetings by conference call or video conferencing as long as the conference is broadcast through speakers and/or monitors at one or more sites that are open to the public and otherwise complies with the Wisconsin Open Meetings Law, as may be amended.

12.04.10. Officers.

- A. Officers of the Commission.** The Officers of the Commission are a President, a Vice-President, a Secretary, a Treasurer and such other Officers as the Commission may designate. The President, Vice-President, Secretary and Treasurer shall be elected by the members of the Commission from among the members of the Commission and shall serve indefinitely until the Commission calls for a new election of officers, or the Commission adopts Bylaws that call for some other term of office. The Commission, by separate agreement with the Town and Village, may delegate the duties of the Secretary and/or Treasurer to an employee or officer of the Village or Town.
- B. Dual Signature Required.** The signatures of two officers shall be required on all forms of payment, and all legally binding documents executed in the name of the Commission.
- C. President.** The President:
- (1) Shall be the principal executive officer of the Commission and shall preside at all meetings of the Commission;
 - (2) Shall sign any contracts or other instruments authorized by the Commission to be executed, except in cases in which the signing and execution thereof shall be expressly delegated by the Commission or by this Master Agreement or the Commission's bylaws to some other officer or agent of the Commission, or shall be required by law to be otherwise signed or executed; and
 - (3) Shall perform all duties incident to the office of the President and such other duties as may be assigned by the Commission from time to time.
- D. Vice-President.** The Vice-President, in the absence of the President, or in the event of his or her inability or refusal to act, shall perform the duties of the President, and when so acting, shall have powers of and be subject to all the restrictions upon the President. The Vice-President also shall perform such other duties as from time to time may be assigned by the Commission.
- E. Secretary.** The Secretary shall:
- (1) Keep minutes of the meetings of the Commission in one or more books provided for that purpose; draft minutes are to be distributed within

fourteen (14) days of a meeting to each Commissioner to be reviewed before formal approval at the Commission's next meeting.

- (2) See that all notices are duly given in accordance with this Master Agreement, the Commission's bylaws or as required by law;
- (3) Be custodian of the Commission's records;
- (4) Keep a register of the names and post office addresses of all members of the Commission and alternate members of the Commission;
- (5) Keep on file at all times a complete copy of this Master Agreement and the Commission's bylaws containing all amendments thereto and at the expense of the Commission, forward a copy of this Master Agreement, the Commission's bylaws and of all amendments thereto to each member of the Commission;
- (6) Take and count all votes taken by the Commission at any meeting; and
- (7) In general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the Commission.

F. Treasurer. The Treasurer shall:

- (1) Have charge and custody of and be responsible for all funds and securities of the Commission;
- (2) Be responsible for the receipt of and the issuance of receipts for all monies paid to the Commission in such bank or banks as shall be selected by the Commission;
- (3) Have charge of the financial records of the Commission; and
- (4) In general, perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the Commission.

Section 12.05 Revenue and Cost-Sharing Payments and Loans.

12.05.01. The Village agrees to share revenues arising out of the Village Growth Area in accordance with a schedule to be approved but generally consistent with the following formula:

If any portion of the area, following attachment to the Village, becomes part of a Tax Incremental District ("TID") approved under § 66.1105, Wis. Stats., one hundred (100%) percent of the Tax Increment, as that phrase is defined in § 66.1105, Wis. Stats., that is generated within said area will be paid into the TID Fund until the TID is retired. For increment generated below the base amount certified for properties within a TID, for any parcel not included within a TID boundary, or for any parcel that was once within a TID that is now retired, the municipal portion of the levy attributable to said area will be shared with the Town on a fifty-fifty (50/50) basis applied to any amount over and above the cost of governmental services and capital costs attributable to said area. This revenue sharing arrangement shall be permanent, unless otherwise required by law. In the event the Village does not recover one hundred (100%) percent of its costs from revenues generated within the Village Growth Area and/or during the life of a TID, the revenue sharing arrangement contemplated herein shall not apply until the costs are recovered by the Village. Additional unforeseen revenues received that are attributable to the Village Growth Area (e.g., payments in lieu of taxes, but not including impact fees/entitlements, building/inspection fees or the like) shall be shared by the Parties on the same fifty-fifty (50/50) basis described herein. Attached as Exhibits P-1 and P-2 and incorporated herein by reference are (1) an itemization of the governmental services and capital costs to be recovered by the TID and/or the Village before revenue sharing obligations are triggered and (2) a spreadsheet illustrating, conceptually, how the revenue-sharing process will work. Project costs identified in an approved TID Project Plan shall supplement the initial costs identified in Exhibits P-1 and P-2. Following completion of the Village's financial audit for a given year, the Town and Village shall preliminarily determine the appropriate mechanisms and amounts of Village revenues and expenses to be allocated to the Village Growth Area for such audited year, which allocation shall then be referred to the Commission for review and final approval.

Any dispute between the Village and Town regarding the collection or distribution of tax increment from the Village Growth Area shall first be submitted to an independent financial advisor or auditor agreed to by the Parties for an opinion on the disputed issues, before any Party may invoke the dispute resolution process set forth below in Chapter 18.

12.05.02. The Village agrees to share revenues arising out of the Highway "S" Planning Area in accordance with a schedule to be approved but generally consistent with the following formula:

If any portion of the area consisting of the Highway "S" Planning Area becomes part of a TID approved under § 66.1105, Wis. Stats., one hundred (100%) percent of the tax increment, as that phrase is defined in § 66.1105, Wis. Stats., that is generated within said area will be paid into the TID fund until the TID is retired. At the option of the

Village, prior to retirement of the TID, portions of the tax increment generated within said area may be paid to the Town as stated hereafter. For increment generated below the base amount certified for properties within a TID, for any parcel not included within a TID boundary, or for any parcel that was once within the TID that is now retired, the municipal portion of the levy attributable to said area will be shared with the Town on a fifty-fifty (50/50) basis applied to any amount over and above the costs of governmental services and capital costs attributable to said area. This revenue sharing arrangement shall last until the payment of the sum of One Million (\$1,000,000.00) Dollars to the Town. In the event that the Village does not recover one hundred (100%) percent of its costs from revenues generated within the Highway "S" Planning Area and/or during the life of a TID, the revenue sharing arrangement contemplated herein shall not apply until the costs are recovered by the Village. Additional unforeseen revenues received that are attributable to the Highway "S" Planning Area (e.g. payments in lieu of taxes, but not including impact fees/entitlements, building/inspection fees or the like) shall be shared on the same fifty-fifty (50/50) basis described herein until such time as the Town is fully paid pursuant to the terms of this paragraph. Attached as Exhibit Q-1 and Q-2 and incorporated herein by reference are (1) an itemization of the governmental services and capital costs to be recovered by the TID for the Highway "S" Planning Area and/or the Village before revenue sharing obligations are triggered and (2) the spreadsheet illustrating, conceptually, how the revenue-sharing process will work. Project costs identified in an approved TID project plan shall supplement the initial costs identified in Exhibits Q-1 and Q-2. Following completion of the Village's financial audit for a given year, the Town and Village shall preliminarily determine the appropriate mechanisms and amounts of Village revenues and expenses to be allocated to the Highway "S" Planning Area for such audited year.

Any dispute between the Village and Town regarding the collection or distribution of tax increment from the Highway "S" Planning Area shall first be submitted to an independent financial advisor or auditor agreed to by the parties for an opinion on the disputed issues, before any party may invoke the dispute resolution process set forth below in Chapter 18.

- 12.05.03.** During the Term of this Master Agreement, the Town agrees to implement and fund a Five Million (\$5,000,000.00) Dollars "Revolving Loan Fund" to be utilized by the Village for such lawful expenditures as the Village deems appropriate and necessary. An independent financial advisor shall be retained by the Parties to prepare the necessary loan documents, assist in obtaining the necessary approvals from the Town and Village, and assist at the closing on loans issued pursuant to this section. Interest shall be paid to the Town, along with the underlying principal, utilizing the AAA rates per the Municipal Market Data (MMD) Yield Curve published by Thomson Reuters, but adjusted for Bank Qualification by the independent financial advisor retained by the Village and Town maturing in accord with the terms of the loan (e.g., twenty (20)

years). The terms of the debt instrument shall allow for the prepayment of the loan by the Somers to Paris at any time.

The interest rates on each draw shall be reset annually on September 1 based upon the adjusted MMD AAA scale referenced above. The independent financial advisor engaged by the parties shall be responsible for providing the updated debt payment schedules based upon the reset rates by not later than October 1 of each year. The independent financial adviser and cooperation with bond counsel for the Village shall prepare the appropriate debt instruments. Each draw shall be structured as a General Obligation of the Village payable to the Town to make such payments eligible for the current levy limit exception of the statutes. The terms the debt instrument shall allow for the call and prepayment of a loan in full or in part at any time upon thirty days written notice from the Village to the Town with no prepayment penalty. Similarly, in order to comply with the limitations on municipal investments as prescribed by the Wisconsin Statutes as to length of said investments, each loan (draw) to the Village shall be structured with up to a 20-year term but shall also provide for a "Put" allowing the Town to demand repayment of the outstanding principal at par at any time after six (6) years upon ninety (90) days written notice from the Town to the Village with no penalty. If, in the opinion of bond counsel for the Town, the Put option would be deemed to be insufficient to meet the statutory requirements as to investment length, the parties agree that each proposed draw would be structured with the 20-year maturity but a 7-year balloon which would be restructured and extended annually.

The Revolving loan shall be available to the Village for the full term of this Master Agreement (fifty (50) years), however, in the event that the Town, due to circumstances beyond its control, should experience a drop in its unassigned fund balance below an amount equal to 100% of its annual operating expenditures (Published Fund Balance in 2017 = \$20,733,705, Operating Expenditures = \$1,961,475 per Town pre hearing Meeting Notice) the Town reserves the right to suspend the loan program and to issue a Put allowing the Town to demand repayment of the outstanding principal at par at any time after two (2) years upon ninety (90) days notice from the Town and Village with no penalty.

Any principal amounts paid by the Village shall be available for subsequent draws up to the originally agreed upon aggregate limit of Five Million dollars (\$5,000,000) total outstanding principal any time. This line of capital shall continue to "revolved" under the terms specified herein for the term of this Master Agreement.

In addition to the interest received, as well as the underlying principal, the Town shall receive a revenue sharing credit. The revenue sharing credit shall be equivalent to the interest savings realized by the Village based upon the difference between the interest rate charged to the Village in accordance with this section, and the interest rate that the

Village would have paid according to the adjusted MMD Yield Curve based upon the Village's rating at the time of the closing on the loan. The revenue sharing credit shall be paid to the Town from revenues generated in the Village Growth Area after payment of costs of service to Somers but prior to Somers' share of the fifty-fifty (50/50) revenue split referenced in Section 12.05.01 above. Revenue-sharing credits are also prepaid only after all TID payment obligations are met within the Village Growth Area. The revenue sharing credit payments shall begin in the eleventh (11th) year after the loan to the Village and shall be amortized as to principal only over a twenty (20) year period. In calculating the net benefit to the Town, consideration will be given to the total interest that the Town would have been projected to receive had the Town invested the funds rather than loan them to the Village. For purposes of this analysis, the parties shall utilize the five (5) year investment return rate on the Town's portfolio as of April 1 prior to the analysis. To the extent that the total interest earnings projection using the Town's five (5) year investment return rate would exceed the revenue sharing credit amount as calculated above, the revenue sharing credit amount shall be increased by such difference.

Attached as exhibits and incorporated herein by reference are the following:

Exhibit Q-3, which is Tax Incremental Financing District Analysis for 241.22 Acre Highway S Planning Area Analysis,

Exhibit Q-4, which is Village/Town Highway S Planning Area Parcel Assessments

Exhibit Q-5, which is Tax Incremental Financing District Analysis for 241.22 Acre Highway S Planning Area Analysis – Development Assumptions

Exhibit Q-6, which is Tax Incremental Financing District Analysis for 241.22 Acre Highway S Planning Area Analysis – Tax Increment Projection Worksheet

Exhibit R, which is an example demonstrating the flow of funds for loans extended under this Master Agreement,

Exhibits S-1 and S-2, which are examples of repayment schedules,

Exhibit S-3, which is an example of Revenue Sharing Credit,

Exhibit S-4, which is an example of the impact of loan rate as opposed to investment rate, and

Exhibits T-1, T-2, T-3, and T-4, which are Tax Incremental Financing District analyses for the Village Growth Area.

The provisions of Chapter 12 and its exhibits are intended to supplement and complement each other and shall, where possible, be thus interpreted. If, however, any provision of the text of Chapter 12 irreconcilably conflicts with a provision in the exhibits, the provision imposing a greater duty or obligation on the party that has that duty or obligation shall govern.

Section 12.06 TID Creation and Oversight.

12.06.01. It is agreed that the Village will have the responsibility for serving and managing the development of the Village Growth Area, as to those parcels that have attached. It is also anticipated that the Village will consider the use of Tax Incremental Financing as a tool to foster the type of development sought by both the Town and Village within said area. To this end, it is agreed that in addition to the statutory steps required for approval of a TID by the Village, the Village Board shall not approve or amend any TID or project plan for this area without the review and approval of the Commission. In addition, should other lands adjacent to the Village Growth Area be contemplated for a TID, the Communities shall consider the creation of a Multi-jurisdictional TID in a manner consistent with § 66.1105, Wis. Stats., if amended to allow the Town to so participate.

12.06.02. On or after the effective date, it is agreed that the Village will have the responsibility for serving and managing the development of the Highway “S” Planning Area. It is also anticipated that the Village will consider the use of tax incremental financing as a tool to foster the type of development sought by both the Town and the Village within. The Village shall have complete responsibility for all decisions for creating or amending any TID or project plan for the Highway “S” Planning Area and any such decision(s) will not require the review and/or approval of the Commission.

Section 12.07 Provision of Municipal Services.

12.07.01. Village Municipal Services to the Village Growth Area. Except as modified in this Master Agreement, the Village shall extend all municipal services offered throughout the Village as of the date of attachment to the Village of any property contained within the Village Growth Area. This will include:

- A. Public Works.** All public works and related services that were previously provided by the Town in the Village Growth Area. Said public works services shall include, but are not necessarily limited to, road maintenance, snowplowing, ditch and culvert work, wood chipping, signage, minor storm water management projects, mowing, park maintenance, equipment replacement, salting, utility maintenance, and other daily and special maintenance.
- B. Public Safety.** The Village shall provide police protection to attachments within the Village Growth Area. The Town and Village shall examine the provision of fire and rescue services by the Town to the Village Growth Area at the end of a five (5) year transition period to ascertain how best to service the area going forward. The Town and Village shall also work together and with other interested communities to provide a comprehensive analysis of fire and rescue

operations, and to consider the feasibility of developing a combined fire and rescue operation (e.g., joint, metro, or other form of combined fire and rescue operation). The Town and Village shall share in the cost of this evaluation on a per capita basis, and will attempt to gain the participation of surrounding municipalities in undertaking and financially sharing said cost.

- C. Refuse and Recycling Services.** The Village shall take the necessary steps to have refuse and recycling services extended to any properties attached to the Village, to the same extent as such services are provided in the remainder of the Village.
- D. Water and Sewer Service.** The Village shall provide municipal water and sewer service to properties attached within the Village Growth Area. To the extent feasible, the Village shall fund the costs of extension of sewer and water utilities by use of tax incremental financing districts or developer funded extensions. To the extent that special assessments are needed to finance a portion of the cost of extending utilities, the Town shall cooperate with the Village in its levying of special assessments on Town properties within the Village Growth Area, provided that said assessments shall be deferred until the properties choose to connect or are attached to the Village. Said assessments shall be levied pursuant to § 66.0707, Wis. Stats.

Section 12.08 Modification and Dispute Resolution.

Subject to Section 17.03, this Agreement may be modified in writing by the mutual agreement of the Town and Village. In the event of a breach of this Agreement, each Party has a responsibility to mitigate damages. All claims, disputes, or other matters arising out of or related to this agreement or breach thereof shall be subject to the alternate dispute resolution provisions of Chapter 18.

CHAPTER 13 – INTERGOVERNMENTAL AGREEMENT JURISDICTIONAL TRANSFER OF ROADWAY BETWEEN COUNTY OF KENOSHA, WISCONSIN AND CITY OF KENOSHA, WISCONSIN FOR PART OF COUNTY TRUNK HIGHWAY “N”

Section 13.01. Parties, Purpose, Authority, Consideration.

- 13.01.01. Purpose.** The parties enter this agreement to promote highway safety, improve roadway conditions, handle increased commercial truck traffic and encourage future economic development along an east-west corridor connecting the City to a main

vehicular highway known as Interstate Highway 94. The parties deem this agreement to be the most expeditious and least expensive approach to restructuring the existing rural roadway into an urban profile roadway suitable of handling substantial commercial truck traffic.

13.01.02. Consideration. The mutual promises set forth herein, and the benefit bestowed upon the public by this project, constitute the lawful consideration of this contract.

13.01.03. Subject Highway. The highway that is the subject of this Master Agreement for jurisdictional transfer of roadway is that portion of Kenosha County Trunk Highway “N” from I-94 west to 128th Avenue, as described on the attached Exhibit I; this highway may be referred to as the “Transferred Highway.” The Transferred Highway is a recorded highway, as that term is used in Subsection 82.01(8) of the Wisconsin Statutes, that has been worked by the County as a public highway in its current roadbed continuously for over sixty years prior to entry into this Master Agreement. Transferred Highway includes all interest in the right of way acquired by the County through expressed dedications and through prescription by action of law. The description of the current roadbed, which is subject to acquisition of interest in the right of way through prescription by action of law, is more particularly described and depicted in Exhibit I, which is attached hereto and made a part hereof. During the time that the County has worked the Transferred Highway, it has issued permits for others to occupy portions of the right of way, subject to the superior interests of the County in the right of way and subject to conditions that inure to the benefit of the County.

Section 13.02. Transfer of CTH “N”, Duties and Obligations.

13.02.01. Transfer of “N” and Duties and Obligations of the County of Kenosha.

A. The County of Kenosha hereby gives, devises, grants and transfers ownership, control, authority and jurisdiction of Transferred Highway, to the City of Kenosha and its successors and assigns forever. This transfer shall include all of the legal interests of the County in such land and roadway as those rights exist on the date of this agreement. This transfer includes all rights of any kind relating to such Transferred Highway, and includes all rights to control the location and relocation of utilities and other installations, structures or facilities within the right of way of the Transferred Highway, whether the County obtained such rights by statute, regulation, permit, easement, deed, contract, permission or otherwise. In all other respects, the Transferred Highway is given in its current condition, “as is, with all faults”, except as specifically set forth in this agreement.

B. The County of Kenosha will adopt a resolution by the County Board memorializing that the Transferred Highway is a recorded highway, as that term is used in § 82.01(8), Wis. Stats., that has been worked by the County as a public highway in its

current roadbed continuously for over sixty years, said resolution in a form substantially similar to that attached hereto as Exhibit J.

C. The County warrants that it has no notice or knowledge of any conditions of the Transferred Highway that would subject the City to liability, specifically including, but not limited to, adverse environmental conditions.

13.02.02. Transfer of “N” and Duties and Obligations of the City of Kenosha.

A. The City of Kenosha hereby accepts the transfer of ownership, control, authority and jurisdiction the Transferred Highway, from the County of Kenosha. Such Transferred Highway is accepted on an “as is, with all faults” basis, except as specifically set forth in this agreement. The City accepts all appurtenant rights, legal interests and responsibilities transferred by the County.

B. The City will perform all necessary maintenance and roadway improvements on the transferred roadway in the future. The City will hereafter be the legal authority to issue right of way permits and otherwise control and approve the location and relocation of utilities and other installations, structures or facilities within the right of way of the Transferred Highway. It is the intent of the County and the City that the County is transferring to the City all rights that the County has with respect to relocation of utilities that are existing in the right of way at the time of entry into this Master Agreement.

Section 13.03. Obey All Laws; Savings Clause.

The County and the City each agree to abide by all applicable state, federal and local laws and regulations in connection to all acts related to this agreement. If any part of this agreement is deemed to be void or unenforceable by a court of competent jurisdiction, such part shall be deemed to be severable from the remaining terms of the agreement and shall not affect the validity of the balance of this agreement, if such interpretation can reasonably give effect to the main purpose and intent of the parties.

CHAPTER 14 – DISMISSAL OF LITIGATION

The Plaintiff City, and the Counterclaiming Defendants Village and Town, and the involuntary third-party defendant, County of Kenosha, hereby agree to the following terms and conditions to fully and finally compromise and resolve the pending Litigation between them:

Section 14.01. The parties’ pleadings are to be dismissed with prejudice.

Section 14.02. That each party will be responsible for its own fees and costs, including attorney fees.

Section 14.03. The terms of this agreement represent the results of negotiation of a disputed matter, and shall not be construed as an admission of liability by any party.

Section 14.04. The Court may enter an Order dismissing this matter in accordance with the terms of this stipulation without further notice.

CHAPTER 15 – PROTECT KENOSHA WATER UTILITY

Section 15.01 Context and Intent

The Parties to this Master Agreement acknowledge that in Section 1991m. of 2015 Wisconsin Act 55, the Wisconsin legislature created § 66.0813(5m), Wis. Stats. The Parties further acknowledge that in identifying the scope of the regulation in that statute to a municipally-owned water or sewer utility “in a county bordered by Lake Michigan and the state of Illinois,” the Legislature created legislation that was intended to have a disproportionate effect on the Kenosha Water Utility relative to municipally-owned water or sewer utilities outside of Kenosha County.

Moreover, the Parties acknowledge that § 66.0813(5m)(c) contains language that its provisions “appl[y] even if the municipality that owns and operates the water or sewer utility has, before July 14, 2015, enacted an ordinance or entered into an agreement specifying that the municipality is not obligated to provide utility service beyond an area covered by the ordinance or agreement.” The Parties acknowledge that this provision in § 66.0813(5m)(c) had the potential effect of superseding provisions in the agreement that the Kenosha Water Utility has with the Town of Somers, *et al.* (and to which the Village of Somers is becoming a party by provisions in this Master Agreement).

The Parties also acknowledge that the City has enacted Charter Ordinance 37 opting out of application of § 66.0813(5m), Wis. Stats.

It is the intent of the Parties that provisions of § 66.0813(5m), Wis. Stats., will not be voluntarily exercised by the Parties in a manner that would contravene any provision of this Master Agreement. It is further the intent of the Parties that any future Disproportionate Acts should not be voluntarily exercised in a manner that would supersede provisions of this Master Agreement. It is further the intent of the Parties that in the event that either § 66.0813(5m) or any future Disproportionate Act in application supersedes a provision of this Master Agreement that is identified in 18.02 as a Crucial Provision for the Kenosha Water Utility, stipulated compensation as provided herein will be provided to the Kenosha Water Utility.

Section 15.02 Policy

The parties agree that Article I, §12, of the Wisconsin Constitution generally prohibits the state legislature’s passage of laws that impair existing contracts. The parties are aware that prohibition is not absolute, and the Wisconsin caselaw has countenanced legislative action that substantially impairs contracts under circumstances where such substantial impairment is “justified.” (*See, Reserve Life Ins. Co. v. LaFollette*, 108 Wis.2d 637, 323 N.W.2d 173 (Ct. App. 1982).) The parties agree that they choose to be bound by the provisions of this Master Agreement as it is written at the time of its execution and as it may be amended by action of the parties, and

further agree that external legislative actions that substantially impair the provisions by which the parties agree to be bound are to be resisted and to the largest extent possible to be repudiated.

Section 15.03 Definitions

Disproportionate Act means any legislative or administrative act by the state legislature or state administrative body that, regardless of the breadth of the language used, due to criteria such as geography, size of facilities, volume of material processed, population served, rates charged, municipalities served or any other factor or combination of factors, limits its application to no more than ten utilities that serve populations in excess of 50,000 persons, of which the Kenosha Water Utility is one that would be affected.

State-Imposed Disproportionate Act is a Disproportionate Act that benefits the Village without action or inaction taken by the Village.

Village-Accepted Disproportionate Act is a Disproportionate Act that will benefit the Village only if action or inaction is taken by the Village.

Section 15.04 Inapplicability of § 66.0813(5m), Wis. Stats.; Validity of City of Kenosha Charter Ordinance 37

The Parties agree that § 66.0813(5m), Wis. Stats., does not impact any provision of this Master Agreement. The Parties agree to the validity of City of Kenosha Charter Ordinance 37 and to the effect that Charter Ordinance 37 makes § 66.0813(5m) inapplicable to the Kenosha Water Utility.

Section 15.05 Compensation and Remediation

15.05.01 In the event that either provisions of § 66.0813(5m), Wis. Stats. are voluntarily exercised by the Parties in a manner that would supersede or any other Village-Accepted Disproportionate Act supersedes a provision of this Master Agreement that is identified in 18.02 as a Crucial Provision for the Kenosha Water Utility, Ten Million Dollars (\$10,000,000) will be paid from the Village to the Kenosha Water Utility as stipulated compensation for infrastructure if the Village-Accepted Disproportionate Act occurs in the first ten (10) years of this Master Agreement and Five Million Dollars (\$5,000,000) will be paid if the Village-Accepted Disproportionate Act occurs in the second ten (10) years of this Master Agreement and such compensation is not deemed a penalty.

15.05.02 In the event that any future State-Imposed Disproportionate Act that is either a legislative act by the Wisconsin legislature or an administrative act by an administrative agency of the State of Wisconsin, supersedes a provision of this Master Agreement that is identified in 18.02 as a Crucial Provision for the Kenosha Water Utility, the parties agree as follows:

A. The Village covenants that: (1) the Village will not enforce a State-Imposed Disproportionate Act; (2) if the Village has standing, it will affirmatively prosecute a

declaratory judgment action to invalidate a State-Imposed Disproportionate Act; (3) the Village will defend itself, the City, and the Kenosha Water Utility against actions brought against any of these entities to enforce a State-Imposed Disproportionate Act; and (4) the City and the Kenosha Water Utility agree to cooperate in the defense of any such State-Imposed Disproportionate Act which results in potential harm as a Crucial Provision for the Kenosha Water Utility and further agrees not to directly or indirectly support any such Disproportionate Act.

B. If good faith efforts by the Village pursuant to Paragraph 15.05.02 A fail, the parties agree that issues of compensation and remedial-provision creation are subject to the Alternate Dispute Resolution provisions of Chapter 18, except that: (1) contrary provisions in Subsections 18.04.04 and 18.04.05, notwithstanding, only the Village, City, and the Kenosha Water Utility will be participants, and (2) the City and Kenosha Water Utility are considered one entity for the purpose of nominating mediators under Subsection 18.04.04 and for the purpose of nominating arbitrators under Subsection 18.04.05.

CHAPTER 16 – CONNECTION TO KENOSHA WATER UTILITY CONVEYANCE FACILITIES

Section 16.01 Introduction.

The Village has a need for sewerage conveyance facilities in order that development in the area of the Village west of the subcontinental divide and otherwise bounded by the County Trunk Highway KR, I-94, and County Trunk Highway S may have sewerage service available. These sewerage conveyance facilities may take the form of either: (a) installation of sewerage conveyance facilities to be connected to existing Somers Sewer Utility District sanitary sewer at Highway H north of Washington Road, on Highway E or such other existing facilities as may be owned by the Village or Village of Somers Sanitary Utility District; or (b) connection to the existing Kenosha Water Utility facilities, which would require the Kenosha Water Utility to upgrade Joint-Use Sewerage Conveyance facilities that include the Kenosha Water Utility lift station located near the initial Business Park of Kenosha, subject to cost sharing.

Section 16.02 Village Options

16.02.01 Until December 31, 2017, at its sole option, the Village may elect either: (a) to install sewerage conveyance facilities to be connected to the existing Somers Sewer Utility District sanitary sewer at Highway H north of Washington Road or such other existing facilities as may be owned by the Village or Village of Somers Sanitary Utility District; or (b) to agree to connect to the existing Kenosha Water Utility facilities pursuant to cost sharing provisions of subsection 16.02.02 of this Master Agreement. The election under this Subsection must be made prior to December 31, 2017, and must

be in writing to the General Manager of the Kenosha Water Utility with specific reference to this Subsection.

Election of option (a) made prior to December 31, 2017, does not obligate the Village to immediately install the sewerage conveyance facilities but rather installation of such sewerage conveyance facilities are not required until the sewerage conveyance facilities are required for development.

If affirmative election is not made pursuant to this Subsection 16.02.01 by December 31, 2017, the Village is deemed to have elected option (b), and will have the further options associated with Subsection 16.02.02 available to it.

16.02.02 In the event that the Village has either elected or is deemed to have elected option (b) of Subsection 16.02.01, at its sole option, the Village may satisfy the cost-sharing obligation for this particular upgrade to the Joint-Use Sewerage Conveyance facilities associated with the lift station located near the initial Business Park of Kenosha in either of the following ways:

A. Lump-Sum Payment Option. Pursuant to Subsection 4.d. of the 2005 Intergovernmental Agreement for Orderly Development by and Between City of Kenosha and Kenosha Water Utility, and Town of Somers, Somers Water Utility and Somers Sewer Utility District, to which the Village is becoming a party pursuant to Chapter 7 of this Master Agreement, there is a cost sharing for the upgrade Joint-Use Sewerage Conveyance facilities. It is stipulated that the percentage for this particular upgrade that is the responsibility of the Village is sixty-eight percent (68%). Within one (1) year of the acceptance by the Kenosha Water Utility of the lift-station upgrade to the Joint-Use Sewerage Conveyance facilities, the Village will pay to the Kenosha Water Utility sixty-eight percent (68%) of the final costs. Final costs include internal engineering costs performed by employees of the Kenosha Water Utility allocated to the project.

B. Rental Option. Beginning upon the earlier of the connection to the KWU sanitary sewer conveyance facilities that flow into the lift station located near the initial Business Park of Kenosha or the letting for bid by the KWU for the upgrade to the lift station located near the initial Business Park of Kenosha, and every anniversary thereafter for every year or partial year thereafter that the Village continues to use said lift-station, the Village will pay to the City the amount of seventy-five thousand dollars (\$75,000). Such annual payments will continue to be

made until the Village installs and operates a sewerage facility that fully serves the sewerage needs of all development in the area of the Village west of the subcontinental divide and otherwise bounded by the County Trunk Highway KR, I-94, and County Trunk Highway S. By “fully serves the sewerage needs”, the parties mean that all current and future sewerage generated in that area is or will be collected and transferred to the Kenosha Water Utility’s sewerage collection facilities east of the subcontinental divide.

After acceptance by the Kenosha Water Utility of the lift-station upgrade to the Joint-Use Sewerage Conveyance facilities, the Kenosha Water Utility will notify the Village that the upgrade has been accepted. Within ninety days of the notice, the Village must notify the Kenosha Water Utility of its option election under this Chapter. In the absence of a timely election, the Rental Option of Paragraph B. is deemed elected.

CHAPTER 17 – AMENDMENTS

Section 17.01. General Amendments.

Except as expressly provided below, this Master Agreement may be amended, modified, or supplemented only by the written consent of each Party, which consent may be withheld, conditioned, or delayed as each Party may deem appropriate in its sole discretion, and subject to statutory compliance.

Section 17.02. Administrative Amendments.

The Parties acknowledge that, from time to time, two Parties may wish to make amendments of an administrative nature that do not directly or indirectly affect the rights and privileges of the other Parties. Bilateral Amendments are allowed and will be effective pursuant to procedures required in this Chapter.

Section 17.03. Procedure for Administrative Amendments.

After passage by resolution of a Bilateral Amendment, each Party that is a signatory to this Master Agreement and which is also a signatory of the Bilateral Amendment must provide Notice to the other Parties to the Master Agreement. The Notice must include a copy of the resolution and a copy of the Bilateral Amendment. The Notice must be served on the clerk of each municipality, the general manager of each utility or district, and the Highway Commissioner. The Notice may be served by certified mail or by personal service. The Notice is effective upon receipt. Unless one or more of the City of Kenosha, Village of Somers, Town of Paris, or the Kenosha Water Utility object in writing within 90 days of receipt by certified mail or personal service on the clerk of that non-signatory Party, the Bilateral Amendment is effective on the 91st day following the certified mail or personal service of the required notice referenced above. Conversely, the Bilateral Amendment is not effective if a non-

signatory Party serves a timely objection with the clerk or general manager of either of the signatory-Parties. If mailed, the objection is effective upon mailing.

Section 17.04. Enforceability.

The terms of a Bilateral Amendment are enforceable, as written, directly between the signatory-Parties without the consent or participation of the non-signatory Parties. Notwithstanding any then-existing statutory or common law exemption on the disclosure of public records, the signatory-Parties shall, upon the request of a non-signatory Party, provide copies of all records relating to the preparation, execution, administration, or enforcement of the Bilateral Amendment. Any dispute or controversy among the Parties involving the interpretation or application of this Chapter 17 shall be submitted to and determined by the dispute resolution protocol set forth in Chapter 18.

CHAPTER 18 – ALTERNATE DISPUTE RESOLUTION

Section 18.01 Declaration of Intent

This Master Agreement has a term of 50 years followed by the existence of permanent municipal boundaries, all as more specifically set forth herein. The Parties do hereby jointly declare that this Master Agreement cannot be terminated for any reason unless expressly agreed by all of the Parties. The amendment and dispute resolution process described in this Chapter 18 shall be used to address any or all of the following events:

- a. If any provision of this Master Agreement, or any part thereof, is held or determined by a court or agency of competent jurisdiction to be invalid or unenforceable; or
- b. If there is a material change in circumstances that cannot be readily cured without resort to the dispute resolution process set forth in this Chapter 18; or
- c. If there has been an event of default that has not been timely cured by the party that created or is responsible for the event of default; or
- d. If a court of competent jurisdiction has rendered a declaratory judgment directly or indirectly affecting one or more of the Crucial Benefits, as more particularly described below.
- e. If a State-Imposed Disproportionate Act identified in Chapter 15 results in a change of circumstances requiring remedial action including reforming provisions of this Master Agreement and/or providing compensation .
- f. If there is an objection to a proposed Bilateral Amendment.

For purposes of this Master Agreement, any of the above events or circumstances, joint or several, are described by the Parties as a “Voiding Decision.”

Section 18.02 Crucial Benefits

The Parties acknowledge and agree that there are certain Crucial Benefits that form the essential benefit of its bargain under this Master Agreement for individual Parties. The Parties hereby stipulate that the following constitute Crucial Benefits. Consequently, a mediator or an arbitrator participating in the dispute resolution protocol described below shall apply the following Crucial Benefits during mediation or arbitration. The Crucial Benefits are as follows (also referred to as a “Crucial Provision”):

- (a) For the Town, it is a Crucial Provision that its boundaries are fixed with the City and the Village, with the exception of the Potential City Growth Parcels, in order that the Town may adequately plan;
- (b) For the Town, it is a Crucial Provision that it derive the future income stream from revenue-sharing for the development in the Village, which income stream is identified in Section 12.05, in order to defray taxation on the residents of the Town;
- (c) For the Village, it is a Crucial Provision to be able to annex the Village Growth Area into the Village from the Town, which territory in proximity to the Interstate Highway and with municipal water and sewer service will be developable in a manner to significantly increase Village tax base;
- (d) For the Village, it is a Crucial Provision to be able to obtain municipal water and sewer service from the Kenosha Water Utility to supply all areas of the Village and Village Growth Area;
- (e) For the Village, it is a Crucial Provision to be able to obtain the loans and grants of money from the Town as identified in Section 12.05;
- (f) For the City, it is a Crucial Provision to be able to annex the City Growth Area into the City from the Town, to allow for continued, orderly growth of the City during the term of this Master Agreement, and to allow for continued increase of the tax base of the City;
- (g) For the City, it is a Crucial Provision that the Kenosha Water Utility, which was created by the City and is wholly-owned by the City, obtain adequate compensation for installation of its infrastructure and for the services it provides;
- (h) For the Kenosha Water Utility, it is a Crucial Provision that the Kenosha Water Utility be able to limit future demands on its infrastructure and services that are outside of agreements to which it is a party, to enable it to properly plan for future expansion;
- (i) For the City, Village, and Town, the 50-year Planning Period is a Crucial Provision.

Section 18.03 No Challenges to the Validity or Enforceability of this Master Agreement

Except as is otherwise expressly provided in this Master Agreement, each of the Parties hereby waives any right to commence or maintain, and hereby agrees not to commence or maintain, any civil action to contest or challenge the validity or enforceability of this Master Agreement or any of its provisions. Also, except as is otherwise provided in this Master Agreement, each of the Parties hereby waives any right to complain to a State of Wisconsin administrative agency including, without limitation, the Department of Administration, the Department of Natural Resources, and the Public Service Commission (“Administrative Agency”), and hereby agrees not to complain to an Administrative Agency that this Master Agreement is invalid, unenforceable, unreasonable, or unjustly discriminatory on its face. However, the preceding shall not be construed as preventing a party from commencing or maintaining a declaratory judgment action regarding the interpretation of this Agreement, provided and to the extent that the party’s position is consistent with a good faith interpretation of this Master Agreement and does not challenge the validity or enforceability of this Master Agreement or any of its provisions. Nothing herein shall be construed as preventing a party from complaining to the Wisconsin Public Service Commission pursuant to the provisions of the 2005 Intergovernmental Agreement.

Section 18.04 Dispute Resolution Protocol

18.04.01 Scope The dispute resolution protocol described in this Section 18.04 shall be utilized by the Parties to address and remedy any or all of the events described in Section 18.01, above.

18.04.02 Voluntary Amendment Whenever any Party believes that a Voiding Decision has occurred, such Party shall promptly notify each of the other Parties in writing what the Voiding Decision is and how it affects the Master Agreement. Notice shall be sent to all other Parties by certified mail, postage prepaid, return receipt requested. Notice is deemed made upon mailing. Said notice must contain an offer to amend the Master Agreement for the purpose of restoring the Crucial Benefits affected by the Voiding Decision. Notice must be sent within 120 days of the date the affected Party or Parties knew or reasonably should have known of the existence of a Voiding Decision. The right to participate in the dispute resolution protocol described below is waived if timely notice has not been provided.

18.04.03 Negotiated Resolution Within 30 days of the last notice sent pursuant to Section 18.04.02, above, any Party may schedule a meeting of the representatives of the Parties on not less than 10 days’ prior written notice to begin discussion how best to restructure this Master Agreement through amendment. The representatives of the Parties shall be empowered to negotiate the restructuring of this Master Agreement through amendment.

18.04.04 Mediation If the Parties are unable to reach voluntary agreement within 60 days after the initial meeting of the representatives of the Parties occurring pursuant to

Section 18.04.03, above, or if the Parties waive the need to participate in discussions pursuant to Section 18.04.03, above, any Party may, by providing 60 days' prior written notice to the other Parties, require submission of the Voiding Decision to a qualified mediator, to be selected by the Parties during the 60-day period, for non-binding mediation. All of the Parties shall participate in the mediation. Within 30 days after the mediation notice, each Party to the mediation shall notify the other Parties in writing of its nomination of not to exceed two (2) qualified potential mediators, together with appropriate background information regarding each nomination. Not later than 60 days after the mediation notice, the representatives of the Parties shall meet to select the mediator. If the Parties to the mediation are unable to agree upon a mediator by unanimous vote, the mediator shall be selected from the panel of potential mediators nominated by the Parties. The mediator shall be selected by use of a modified alternate strike method, as follows: Each Party shall have a single vote to cast in each round of strikes against the nominated mediators. In each successive round of strikes, the nominated mediator with the greatest number of strikes shall be eliminated. If the last two or more nominated mediators repeatedly receive the same number of strikes, the choice between the remaining nominated mediators shall be made by a flip of a coin. The fees and expenses of the selected mediator shall be paid by the Parties on a *pro rata* basis. The Parties may be represented by legal counsel in the mediation, but each Party shall be responsible for its own attorneys' fees.

18.04.05 Binding Arbitration If the Parties are unsuccessful in reaching agreement with the assistance of the mediator within a reasonable period of time, any Party to the mediation may, by providing 60 days' prior written notice to the other Parties, require submission of the dispute regarding the Voiding Decision to an impartial arbitrator, to be selected in the same manner and pursuant to the same procedures as a mediator, for binding arbitration. All Parties shall participate in the arbitration unless a Party opts out by written notice to the other Parties and to the arbitrator. Any Party that opts out of the arbitration shall nevertheless be bound by the results of the arbitration. Unless otherwise agreed to by the Parties involved in the arbitration, the arbitration shall be conducted procedurally in accord with the then current Commercial Arbitration Rules of the American Arbitration Association; provided, however, that the Parties shall not be required to make use of or involve the American Arbitration Association to administer the proceedings. Without limitation, the arbitration procedure shall include (a) written briefs to explain and advocate for and against the final proposed solutions of the Parties; (b) a hearing to allow oral argument on the final proposed solutions; and (c) both discovery and an evidentiary hearing relating to any questions of fact. The arbitrator shall select the final proposal that most closely restores the Crucial Benefits as defined herein and, secondarily, provides for the reasonably smooth and efficient operation of this Agreement, and the arbitrator shall reject all other proposals, stating the reasons for his or her decision. The fees and expenses of the arbitrator shall be paid by the Parties on a *pro rata* basis. The Parties may be represented by legal counsel in the arbitration,

but each Party is responsible for its own attorneys' fees. The Parties shall submit their respective preliminary proposed solutions to the arbitrator and to each of the participating Parties by written notice within 30 days of the arbitrator retention notice. The Parties may amend their respective proposed solutions until having submitted their final proposed solutions under the direction of the arbitrator. The Parties are bound by the result of the arbitration, except as provided by law. Upon completion of the arbitration, the decision of the arbitrator shall become an automatic amendment to this Agreement and shall be binding upon the Parties. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

CHAPTER 19 – GENERAL PROVISIONS

Section 19.01 Advice of Counsel

By execution of this Master Agreement each Party certifies that they have had the benefit of the advice of legal counsel or the opportunity to consult with legal counsel prior to execution.

Section 19.02 Joint Draft

This Master Agreement has been the subject of mutual negotiations between the Parties and their respective counsel. This Master Agreement has been and shall be construed to have been jointly drafted by the Parties in order to preclude the application of any rule of construction against a Party's interest as the sole drafter of this Master Agreement.

Section 19.03 Compliance Federal, State and Local Laws and Regulations

The Parties agree to comply with all Federal and State Laws and Regulations and standards, including but not limited to non-discrimination, the State Open Meetings and Public Records laws and all applicable local Ordinances and regulations as may be required from time to time, including but not limited to those ordinances and directives relating to ethics and conflicts of interest. This provision is not intended to create any third-Party cause of action in any person or Party.

Section 19.04 Good Faith and Fair Dealing

The Parties to this Master Agreement agree that this Master Agreement imposes upon them a duty of good faith and fair dealing. In addition, the Parties will act expeditiously and with due diligence with respect to resolving any obligations under this Master Agreement.

Section 19.05. Nothing to Impair

No Party may act so as to impair the obligations of this Master Agreement without the written consent of every other Party.

Section 19.06 No Waiver of Default or Breach

No waiver of a breach of this Master Agreement or modification thereto or failure to enforce any provision contained herein or as subsequently modified shall be construed to be a waiver of any

subsequent breach or failure to enforce the same or any other Master Agreement or condition contained in this Master Agreement or modification thereto.

Section 19.07 Contract All Inclusive

The terms of this Master Agreement shall be exclusively binding upon all parties to this Master Agreement. This Master Agreement with its Exhibits incorporated herein by reference represents the entire integrated agreement between the Parties and supersedes all other past agreements and all other negotiations, representations, promises or agreements, either written or oral, made during the course of negotiations leading to this Master Agreement.

Section 19.08 No Third Party Beneficiary

This Master Agreement is personal to the Parties to this Master Agreement and is not intended for the benefit of any other third Party.

Section 19.09 Severability

If any court of competent jurisdiction determines that any provision of this Master Agreement is invalid or unenforceable, then such invalidity or unenforceability shall have no effect on the other provisions hereof, which shall remain valid, binding and enforceable and in full force and effect. In the event of such a determination by such court, the Parties shall promptly meet to discuss how they might satisfy the terms of this Master Agreement by alternative means. The Parties shall use their best efforts to find, design and implement a means of successfully effectuating the terms of this Master Agreement. If necessary, the Parties shall negotiate appropriate amendments of this Master Agreement to maintain, as closely as possible, the original terms, intent and balance of benefits and burdens of this Master Agreement. In the event the Parties are not able to reach agreement in such situation, the dispute resolution procedure as set forth in this Master Agreement shall apply.

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

19.09.02 The parties shall use their best efforts to find, design and implement a means of successfully accomplishing the intent of this Master Agreement. If necessary, the parties shall negotiate appropriate amendments of this Master Agreement to maintain, as closely as possible, the original terms, intent and balance of benefits and burdens of this Master 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 and City shall promptly pay on an equal basis all fees and expense of the selected arbitrator.

Section 19.10 No Challenges to this Master Agreement

City entities, Village 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 Master Agreement or any of the actions required or contemplated by this Master 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 Master Agreement or any of the actions required or contemplated by this Master Agreement.

Section 19.11 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 Master 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 they might satisfy the intent of this Master Agreement 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 Master Agreement. If necessary, the parties shall negotiate appropriate amendments of this Master Agreement to maintain, as closely as possible, the original terms, intent and balance of benefits and burdens of this Master 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

Section 19.12 Compliance with Pre-Conditions and Authorization to Execute

Each Party represents and warrants that each has performed all acts precedent to adoption of this Master Agreement, including, but not limited to, matters of procedure and notice, and each has the full power and authority to execute this Master Agreement and to perform its obligations in accordance with the terms and conditions thereof, and that the representative executing this Master Agreement on behalf of such Party is duly and fully authorized to so execute and deliver this Master Agreement.

Section 19.13 Separate Counterparts Execution

This Master Agreement may be executed in separate counterparts, each of which shall be deemed an original and may be executed by facsimile with original signature pages to be provided to the other Party within three (3) business days.

Section 19.14 Headings

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

Section 19.15 Notice

All notices required by or relating to this Master Agreement shall be in writing. Each notice shall specifically refer to this Master 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 (or equivalent private delivery service) to the following addresses:

TO COUNTY of Kenosha:

The Kenosha County Executive
Kenosha County Administration Building
1010 – 56th Street
Kenosha, Wisconsin 53140
Phone: (262) 653-2600
FAX: (262) 653-2817

The Kenosha County Clerk
Kenosha County Administration Building
1010 – 56th Street
Kenosha, Wisconsin 53140
Phone: (262) 653-2477
FAX: (262) 653-2817

Kenosha County Finance Director
Kenosha County Administration Building
1010 – 56th Street
Kenosha, Wisconsin 53140
Phone: (262) 653-2700
FAX: (262) 653-2491

TO CITY of Kenosha:

Office of the Mayor for the City of Kenosha
625 – 52nd Street
Kenosha, Wisconsin 53140
Phone: (262) 653-4000
Fax: (262) 653-4010
City Administrator for the City of Kenosha
625 – 52nd Street
Kenosha, Wisconsin 53140
Phone: (262) 653-4000
Fax: (262) 653-4010

City Clerk for the City of Kenosha
625 – 52nd Street

Kenosha, Wisconsin 53140
Phone: (262) 653-4020
Fax: (262) 653-4023

City Finance Director for the City of Kenosha
625 – 52nd Street
Kenosha, Wisconsin 53140
Phone: (262) 653-4180
Fax: (262) 653-4190

The Office of the City Attorney
625 – 52nd Street
Kenosha, Wisconsin 53140
Phone: (262) 653-4170
Fax: (262) 925-5933

TO VILLAGE of Somers:

George Stoner
Village President

Deliver to:
7511 – 12th Street
Kenosha, WI 53144

or
Mail to:
P.O. Box 197
Somers, WI 53171

Timothy Kitzman
Village Clerk/Treasurer

Deliver to:
7511 – 12th Street
Kenosha, WI 53144

or
Mail to:
P.O. Box 197
Somers, WI 53171

TO TOWN of Somers:

Mark Molinaro
Town Chairperson

Deliver to:
7511 – 12th Street
Kenosha, WI 53144

or

Mail to:
P.O. Box 197
Somers, WI 53171

Timothy Kitzman
Town Clerk/Treasurer

Deliver to:
7511 – 12th Street
Kenosha, WI 53144

or

Mail to:
P.O. Box 197
Somers, WI 53171

TO TOWN of Paris:

Virgil Gentz
Town Chairperson
16607 Burlington Road
Union Grove, WI 53182

Beverly McCumber
Town Clerk/Treasurer

16607 Burlington Road
Union Grove, WI 53182

TO KENOSHA Water Utility

Edward St. Peter
General Manager

4401 Green Bay Rd
Kenosha, WI 53144

TO Village and Town of Somers Water Utility

George Stoner
General Manager

Deliver to:
7511 – 12th Street
Kenosha, WI 53144
or

Mail to:
P.O. Box 197
Somers, WI 53171

TO Village of Somers Utility District #1

George Stoner
Manager

Deliver to:
7511 – 12th Street
Kenosha, WI 53144

or

Mail to:
P.O. Box 197
Somers, WI 53171

Each party may change its address (or add addresses for facsimile, electronic mail or other communications media), for purposes of this Master 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.

Section 19.16 Approvals

Town of Paris Approval. This Master Agreement was approved by the Board of Supervisors for the Town of Paris at a duly noticed and convened public meeting on the ____ day of _____, 2017.

Town of Somers Approval. This Master Agreement was approved by the Board of Supervisors for the Town of Somers at a duly noticed and convened public meeting on the ____ day of _____, 2017.

Village of Somers Approval. This Master Agreement was approved by the Board of Trustees **for the Village of Somers** at a duly noticed and convened public meeting on the ____ day of _____, 2017.

City of Kenosha Approval. This Master Agreement was approved by the Common Council of the City, of Kenosha, Wisconsin at a duly noticed and convened public meeting on the ____ day of _____, 2017.

County of Kenosha Approval. This Master Agreement was approved by the Kenosha County Board of Supervisors at a duly noticed and convened public meeting on the ____ day of _____, 2017.

Kenosha Water Utility Approval. This Master Agreement was approved by the Board of Water Commissioners for the City of Kenosha Water Utility at a duly noticed and convened public meeting on the ____ day of _____, 2017.

Somers Water Utility Approval. This Master Agreement was approved by the Somers Water Commission at a duly noticed and convened public meeting on the ____ day of _____, 2017.

Somers Sewer Utility District #1. This Master Agreement was approved by the **Somers SewerUtility District #1** at a duly noticed and convened public meeting on the ____ day of _____, 2017.

Section 19.17 Effective Date. This Master Agreement shall only be effective and upon formal written approval by the State of Wisconsin, Department of Administration, under § 66.0307, Wis. Stats. (the "Effective Date").

Section 19.18 Exhibits

The following exhibits are incorporated herein.

Exhibit Number	Description
A-1	Comments From the Joint Public Hearing Held by the City of Kenosha, the Village of Somers, and the Town of Paris on August 23, 2017, and other comments received from the public about the Master Agreement.
A-2	Comments From the Joint Public Meeting Held by the Village of Somers and the Town of Paris on August 23, 2017, to the revenue-sharing components of the intergovernmental cooperation agreement Between the Village of Somers and Town of Paris set forth in Chapter 12.
B-1	City Growth Area is legally described
B-2	City Growth Area scale map
C-1	Highway “S” Planning Area
C-2	Legal Descriptions of Highway “S” Planning Area
D-1	Potential City Growth Parcels are legally described
D-2	Potential City Growth Parcels scale map
E	Residential Parcels in the City Growth Area zoned Agricultural
F	Residential Parcels in the Village Growth Area zoned Agricultural
G-1	Village Growth Area is legally described
G-2	Village Growth Area scale map
H	Existing Map (pre-Plan)
I	Transferred Highway is Legally Described and Depicted
J	County Board Resolution Memorializing That the Transferred Highway is a Recorded Highway
K-1	Initial Authorizing Resolutions – City of Kenosha
K-2	Initial Authorizing Resolutions – Village of Somers
K-3	Initial Authorizing Resolutions – Town of Paris
L-1	Attest By Affidavit of City Clerk Authorizing Resolutions Were Sent Pursuant to Subparagraphs 66.0307(4)(a)(1-4) of the Wisconsin Statutes
L-2	Attest By Affidavit of Village Attorney Authorizing Resolutions Were Sent Pursuant to Subparagraphs 66.0307(4)(a)(1-4) of the Wisconsin Statutes
L-3	Attest By Affidavit of Town Clerk Authorizing Resolutions Were Sent Pursuant to Subparagraphs 66.0307(4)(a)(1-4) of the Wisconsin Statutes
M-1	Resolution by City Indicating Adoption and Authorizing Transmittal of the Master Agreement to the State
M-2	Resolution by Village Indicating Adoption and Authorizing Transmittal of the Master Agreement to the State

M-3	Resolution by Town Indicating Adoption and Authorizing Transmittal of the Master Agreement to the State
N	Replacement Exhibit A to the 2005 Intergovernmental Agreement
O	Addition to the Racine Service Area
P-1	Somers/Paris Cost Allocation to 884 Acre Village Growth Area
P-2	Somers/Paris Revenue Distribution and Sharing Projection
Q-1	Somers/Paris Cost Allocation to Highway S Planning Area
Q-2	Somers/Paris Highway S Planning Area, Tax Distribution and Revenue Sharing Projection
Q-3	Tax Incremental Financing District Analysis for 241.22 Acre Highway S Planning Area Analysis
Q-4	Village/Town Highway S Planning Area Parcel Assessments
Q-5	Tax Incremental Financing District Analysis for 241.22 Acre Highway S Planning Area Analysis – Development Assumptions
Q-6	Tax Incremental Financing District Analysis for 241.22 Acre Highway S Planning Area Analysis – Tax Increment Projection Worksheet
S	Somers/Paris IGA Flow of Funds Examples
T-1	Village/Town Loan Repayment Schedules Using AAA Rates
T-2	Village/Town Loan Repayment Schedules Using Baa1 Rates
T-3	Village/Town Sample Revenue Sharing Credit
T-4	Village/Town Revolving Loan Draw Detailing Impact of Loan Rate vs. Investment Rate
U-1	Tax Incremental Financing District Analyses for the Village Growth Area
U-2	Village/Town Growth Area Parcel Assessments
U-3	Tax Incremental Financing District Analysis for 884 Acre Village Growth Area – Development Assumptions
U-4	Tax Incremental Financing District Analysis for 884 Acre Village Growth Area – Tax Increment Projection Worksheet

VILLAGE OF SOMERS

By: _____
 GEORGE STONER, Village President

Date: _____

By: _____
TIMOTHY KITZMAN, Village Clerk/Treasurer

Date: _____

STATE OF WISCONSIN)
:SS.
COUNTY OF KENOSHA)

Personally came before this _____ day of _____, 2017, George Stoner and Timothy Kitzman, President and Clerk/Treasurer of the Village of Somers, to me known to be the persons who executed the foregoing instrument, and acknowledged the same as the act and deed of said Village.

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

By: VIRGIL GENTZ, Town Chairperson

By: _____
BEVERLY MCCUMBER, Town Clerk/Treasurer

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By: _____
MARK MOLINARO, Town Chairperson

By: _____
TIMOTHY KITZMAN, Town Clerk/Treasurer

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COUNTY OF KENOSHA, WISCONSIN

By: _____
JIM KREUSER, County Executive

Date:

By: _____
MARY T. KUBICKI, County Clerk

Date:

By: _____
CLEMENT ABONGWA, Kenosha Co. Highway
Commissioner

Date:

STATE OF WISCONSIN)
:SS.
COUNTY OF KENOSHA)

Personally came before this _____ day of _____, 2017, Jim Kreuser, County Executive, of the County of Kenosha, Wisconsin, Mary T. Kubicki, County Clerk, and Clement Abongwa, Kenosha County Highway Commissioner, to me known to be such County Executive, County Clerk, and Highway Commissioner of said County, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said County, by its authority.

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

CITY OF KENOSHA, WISCONSIN,

A Wisconsin Municipal Corporation

BY: _____

JOHN M. ANTARAMIAN

Mayor

Date: _____

BY: _____

DEBRA L. SALAS

City Clerk/Treasurer

Date: _____

STATE OF WISCONSIN)

:SS.

COUNTY OF KENOSHA)

Personally came before me this ____ day of _____, 2017, John M. Antaramian, Mayor, and Debra Salas, City Clerk/Treasurer of the City of Kenosha, Wisconsin, a municipal corporation, 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 agreement of said municipal corporation, by its authority.

Print Name: _____

Notary Public, Kenosha County, WI.

My Commission expires/is: _____

CITY OF KENOSHA WATER UTILITY
A Wisconsin Water Utility

By: _____
G. JOHN RUFFOLO, Chair
Board of Water Commissioners

Date: _____

By: _____
EDWARD ST. PETER, General Manager

Date: _____

STATE OF WISCONSIN)
: SS.
COUNTY OF KENOSHA)

Personally came before me this ____ day of _____, 2017, G. John Ruffolo, Chair, of the City of Kenosha Board of Water Commissioners, and Edward St. Peter, General Manager, of the City of Kenosha Water Utility, a Wisconsin water utility, to me known to be such Chair of said Board and General Manager of said water utility, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said water utility, by its authority.

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

VILLAGE AND TOWN OF SOMERS WATER
UTILITY

By: _____
GEORGE STONER, General Manager

STATE OF WISCONSIN)
: SS.
COUNTY OF KENOSHA)

Personally came before this _____ day of _____, 2017, George Stoner General
Manager of the Village and Town of Somers Water Utility, to me known to be the persons who
executed the foregoing instrument, and acknowledged the same as the act and deed of said Village.

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

VILLAGE OF SOMERS SEWER UTILITY
DISTRICT #1

By: _____
GEORGE STONER, Manager

Date: _____

STATE OF WISCONSIN)
: SS.
COUNTY OF KENOSHA)

Personally came before this _____ day of _____, 2017, George Stoner, Manager of the Village of Somers Sewer Utility District 1, to me known to be the persons who executed the foregoing instrument, and acknowledged the same as the act and deed of said Village.

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

This Master Agreement was drafted by:

City Attorney Edward R. Antaramian for the City of Kenosha and the Kenosha Water Utility;

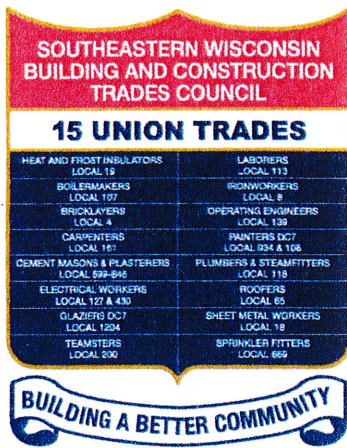
Village and Town Attorney Jeffrey J. Davison and Andrew J. Rossmeissl, for the Village of Somers, the Somers Water Utility, Somers Sewerage District, and Town of Somers;

Town Attorney Timothy J. Pruitt and John A. St. Peter, for the Town of Paris; and

Kenosha County Corporation Counsel Joseph M. Cardamone, III, for the County of Kenosha and the Kenosha County Highway Commissioner.

A-1 Comments From the Joint Public Hearing Held by the City of Kenosha, the Village of Somers, and the Town of Paris on August 23, 2017, and other comments received from the public about the Master Agreement.

- a. Letter dated August 21, 2017, from Roger Clark of the Southeastern Building Trades Council.
- b. Transcript of the Joint Public Hearing held on August 23, 2017.
- c. Email message dated September 12, 2017, from Ken Monson, Town of Paris Supervisor.
- d. Letter dated September 14, 2017, from Andy Buehler, Director of Planning & Development for Kenosha County.



Southeastern Wisconsin Building & Construction Trades Council

3030 - 39th Avenue Room 101

Kenosha, Wisconsin 53144

(262) 654-0912



August 21, 2017

Mayor John Antaramian
625-52nd Street Room 300
Kenosha, WI 53140

Dear Mayor Anatarmian,

I would like to reach out and express how grateful the Southeastern Wisconsin Building Trades Council is to see local community governments work together on future developments here in Kenosha County.

Your efforts and due diligence will bring opportunities for construction contractors and workers in the city of Kenosha and Kenosha County.

Once businesses have chosen to locate here and the new facility is built, many more long term jobs will be there for all of the area. We absolutely support the local agreement for future developments here in Kenosha.

Thank you again for your forward thinking on making Kenosha a better place to live.

Sincerely,

Roger Clark
President Southeastern Wisconsin
Building Trades Council
Business Manager
Local 118 Plumbers and
Steamfitters

Joint Public Hearing - Proposed 2017
City of Kenosha/Village of Somers/Town of Somers/
Town of Paris/County of Kenosha/Kenosha Water Utility/
Village of Somers Water Utility/Village of Somers
Sewerage District/County Highway Commissioner
Cooperative Plan and Intergovernmental Agreement

August 23, 2017

Bradford High School
3700 Washington Road
Kenosha, WI

6:30 p.m.

SUSAN K. TAYLOR

262-553-1058
sueT@wi.rr.com

COURT REPORTER

Joint Public Hearing - Proposed 2017
City of Kenosha/Village of Somers/Town of Somers/
Town of Paris/County of Kenosha/Kenosha Water Utility/
Village of Somers Water Utility/Village of Somers
Sewerage District/County Highway Commissioner
Cooperative Plan and Intergovernmental Agreement

August 23, 2017
Bradford High School
3700 Washington Road
Kenosha, WI
6:30 p.m.

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Aldersperson John Fox?

MR. FOX: Here.
CLERK: Aldersperson Jan

Michalski?

MR. MICHALSKI: Present.
CLERK: Aldersperson G. John

Ruffalo?

MR. RUFFALO: Here.
CLERK: Aldersperson Rocco

La Macchia?

MR. LA MACCHIA: Here.
CLERK: Aldersperson Dave

Paff?

MR. PAFF: Here.
CLERK: Aldersperson Patrick

Juliana?

MR. JULIANA: Here.
CLERK: Aldersperson Bruce

Fox?

MR. FOX: Here.
CLERK: Aldersperson Keith

Rosenberg?

MR. ROSENBERG: Here.
CLERK: Aldersperson Anthony

Kennedy?

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MR. STONER: Welcome, everybody,
to this joint meeting tonight and at this time, I'd like
to call Bev McCumber to take roll call for the Town of
Paris, please.

CLERK: Virgil Gentz?

UNKNOWN SPEAKER: Say it a little
louder, please.

CLERK: Virgil Gentz?

MR. GENTZ: Here.

CLERK: Ken Monson?

MR. MONSON: Here.

CLERK: Ron Kammerzelt?

MR. KAMMERZELT: Here.

MR. STONER: Thank you, Bev.

The Somers Village Board is called to order. Roll call.
George Stoner, village president.

MR. GEERTSEN: Dave Geertsen.

MR. CARDINALI: Joe Cardinali.

MR. OSTBY: Karl Ostby.

MR. AUPPERLE: Jack Aupperle.

MR. SINNEN: Gregg Sinnen.

MR. ANTARAMIAN: City of Kenosha calls
the hearing to order. At this time, please call the
roll.

CLERK: Aldersperson Haugaard?

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MR. KENNEDY: Here.
CLERK: Aldersperson Scott

Gordon?

MR. GORDON: Here.

CLERK: Aldersperson Mitchell

Pedersen?

MR. PEDERSEN: Here.

CLERK: Aldersperson Curt

Wilson?

MR. WILSON: Here.

CLERK: Aldersperson Daniel

Prozanski, Jr.?

MR. PROZANSKI: Here.

CLERK: Aldersperson Jack

Rose?

MR. ROSE: Here.

CLERK: Aldersperson Jesse

Downing?

MR. DOWNING: Here.

CLERK: Aldersperson David

Bogdala?

MR. BOGDALA: Here.

MR. ANTARAMIAN: At this time, I
would like everyone to stand for the Invocation, the
Pledge of Allegiance, and then we'll get started.

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MR. ST. PETER: Father, thank you for this evening. This has been a long time coming. To think there's nine different governmental bodies that came together, negotiated, compromised, interacted, worked as a team and in the end, had an agreement that is good for all the citizens in our entire county. Father, we thank you for each one of these people that dedicated their time, commit over and above to get this project done. It's an opportunity for citizens to make comments, to ask questions that will be answered at a later date. We thank you that this can be in an open forum. I just believe that this body, coming together, is an example -- could be an example to our other governments; state government, local governments, of how different government units can work together for the common good. We thank you for that in Jesus' name. Amen.

(Pledge of Allegiance)

MR. GENTZ: Thank you, Mr. Mayor. I'd like to hand the mic off to our two supervisors. Thank you.

MR. KAMMERZELT: Thank you. I'd like to thank those with the negotiating committee that made this happen. This is what happens when communities get together for the public good. Many good things can

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happen, and I think everyone bargained in good faith. It was tough, but I think it is for the betterment of the entire area and the entire community. I'd like to thank Ed St. Peter of the Kenosha Water Utility, Mr. Antaramian, Dave Geertsen and Karl Ostby, everyone on the negotiating team. And I'd also like to thank -- and I don't know if he is here -- Ben Harbach, George Stoner, of course, the village president, and Samantha Kerkman, I think you are here, so thank you as well.

MR. MONSON: Thanks, everybody, for coming. There's a little less of a turnout than the last time, but hopefully, that means there is a lot more people that are in favor of this.

There are some things that possibly we have to talk about, but all in all, I think it is a good agreement and we'll see where it goes. Thank you.

MR. GENTZ: Just a couple comments. I am supposed to hold it to 35 minutes. I want to thank Mayor John Antaramian for hosting this joint public hearing for all entities involved in the intergovernmental agreement. This agreement has been put together by the City of Kenosha, Village of Somers, Town of Somers and the Town of Paris along with water utilities, sewage districts and highway commissioner under Sections 66.0301, 66.0305 and 66.0307, Wisconsin

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Statutes.

It's taken many hours of negotiations between all the above parties to complete this agreement. I want to thank everyone for their hard work in making this happen.

Oh, there is one other guy sitting at this head table I see. He is down here to my right. Jim Kreuser. Jim Kreuser, county executive. Thank you for your time and effort in this particular -- in this particular situation. Thank you, Jimmy.

MR. KAMMERZELT: I forgot one of the most important people in this agreement, and that is Jim Kreuser.

MR. STONER: Good evening and welcome to this historic event. With the spike in recent development of farm land, especially near the I-94 corridor, Mayor Antaramian of the City of Kenosha, Ed St. Peter of the Kenosha Water Utility, Chairman Virgil Gentz of the Town of Paris, Supervisor Ron Kammerzelt, County Executive Jim Kreuser, myself, came together to discuss the rapid growth in Kenosha County, and the challenges of providing water and sewer near the I-94 corridor. We all agreed that it was in the best interest of the future generations of our communities to address the issues now. By October, 2016, all of us

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reached an agreement to end boundary water and sewer battles.

Teams were created representing each community consisting of elected officials, staff, and advisors. The document was reviewed, fine-tuned, and changed many times. I want to thank everyone who invested the long hours and evening meetings to make sure this agreement addressed all the issues. Successful development happens on purpose - not by accident. I believe this final agreement assures thoughtful and orderly development.

This intergovernmental agreement removes obstacles, provides clarity, and it represents the best ideas and solutions for each community. Somers, Paris, and Kenosha will now be a team, working together representing southeast Wisconsin as we welcome new business and residents to Kenosha County. Thank you.

MR. ANTARAMIAN: First, I'd like to thank Kurt Sinclair and Bradford staff for hosting this meeting tonight. Thank you both all very much for doing that for us. I also want to thank all the members who are here tonight for making the special meeting available and being here, but especially to all those who had worked so hard to negotiate an agreement between the City of Kenosha, Paris and Somers. I want to thank all

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the negotiators and I appreciate their efforts.

Some housekeeping things that I am going to start with and, then, I am going to turn the mic over to the county executive. He'd like to make a couple comments before we open the public hearing.

First, is a listening session for all three bodies. No formal action will be taken tonight on the agreement. The agreement will be taken up by each board at a future meeting, possibly in October.

Second, we ask that each person who has a comment will come to the microphone, identify yourself by name and home address. Please line up in the aisle and go to the microphone. As the meeting is being recorded and taken by a court reporter, please speak slowly and carefully. We are recording everything so it can be played in future should anyone else wish to see it.

Third, as this is a public hearing. Each body is interested in hearing your comments which they will consider when the agreement comes before them for consideration.

This meeting is not set up for questions of asking -- for asking questions. If you have a question, you may ask it. If an answer is not given easily, we will direct the staff to get back to you with the

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information that you need. Like every other meeting, this forum will be observed.

Finally, this is not your only opportunity to provide comments. Each of the clerks will receive written comments in the next 20 days for consideration.

With that, I will turn it over to the county executive, if he would make a couple comments, and, then, we will begin the process.

MR. KREUSER: Thank you. I am glad to be here. It is a long road and the goal here was to maximize our opportunity for equalized value along the I-94 corridor to provide rooftops. Construction workers could build those rooftops for people to work under them. We didn't spend any money on attorneys fighting about the process and the progress of our community.

I am glad to be here tonight and I am glad all three parties are here. Ed St. Peter started the meeting off correctly and tough negotiations and good outcomes for the long haul for our community is what people should be working toward. I look forward to the comments tonight and with that, we will start the public hearing.

MR. ANTARAMIAN: The joint public hearing of the Village of Somers, Town of Paris the --
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the Village of Somers is now open. Would the clerk, please, read the agenda?

CLERK: Joint public hearing of the Village of Somers and the Town of Paris boards on the proposed 2017 City of Kenosha/Village of Somers/Town of Somers/Town of Paris/County of Kenosha/Kenosha Water Utility/Village of Somers Water Utility/Village of Somers Sewage District/County Highway Commissioner Cooperative Plan and Intergovernmental Agreement under Sections 66.0301, 66.0305, and 66.0307, Wisconsin Statutes.

MR. ANTARAMIAN: At this time, anyone wishing to speak, please come forward to the microphone. State your name and address and whatever comments you wish to make on this proposal.

MR. KIRSCHNER: Hi. I'm Scott Kirschner. 2613 - 136th Avenue, Town of Paris. Currently, before the state, part of the budget that got passed was that Paris might be able to become a village by referendum. It was part of the Foxconn budget package that passed very recently. I know this is a new thing, but both Yorkville and Paris, in theory, both legal parties agreed to by the governor, could become a village by referendum. We wouldn't have to follow any of the additional requirements that are normally

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required to become a village.

Did that consideration come into play? Is that the thought? I know it is only, like, two weeks old. I feel like that would have a big play in all of this. I know that it appeared that one of the biggest things Somers is bringing to the table -- I do live in Paris -- was the fact they're a village and Paris is only a town. Are people aware of it? Has that been considered? Is that going to change anything? It's only been proposed. It got approved by one party, I think the state senate, but it looks like that could become part of the Foxconn package. That was my first thought. Any response by anyone?

MR. ANTARAMIAN: Again, this is -- Right now, we are just taking comments. If you have a question afterwards, the staff will get back to you with an answer, but at this point in time, all this is, is we are going to listen to what you have to say and take notes as to what the questions are.

MR. KIRSCHNER: I think that would have a big impact on this agreement, the fact that Paris could now become a village by referendum. There is no back-and-forth at all? To my Paris co-residents. I hope that comes into consideration and everyone is made aware of that. That is all I have at the moment. I

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appreciate your time.

MR. ANTARAMIAN: Anyone else? Come forward, state your name and address.

MR. GAHART: Good evening. My name is Roger Gahart. My address is 1900 - 176th Avenue, Kenosha. I am a resident of Paris Township. I'm proud to be born and raised in Paris Township. I also serve my community as a district administrator of the Paris Joint 1 School District.

Paris School is a one-building district. We have currently 283 students enrolled in grades 5K through eight. And our school is at its capacity currently. 283 kids, we have a full school building.

So one of the things I'd like to request -- respectfully request that we have in this agreement is a restriction on any residential development that may take place in the new Kenosha growth area. An influx of students to our school would be devastating. Our classrooms are full. No room at the inn, so to speak, and I am guessing that the idea of the -- of any development that takes place is probably not residential, but I would just like to ask if there is residential development, that there are definitely limitations put in place to that residential development because it would have a significant impact upon our

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(Group aye)

MR. GENTZ: We are adjourned.

MR. ANTARAMIAN: Village of Somers?

MR. STONER: Before I do that, I'd like to acknowledge that it was my error. I made an error that Mark Mollnaro, town chairman of Somers, is also part of the negotiating committee also, so I apologize for that.

At this time, I need a motion to adjourn the meeting for the Village of Somers.

UNKNOWN SPEAKER: So move.

UNKNOWN SPEAKER: Second.

MR. STONER: All in favor?

(Group aye)

MR. ANTARAMIAN: At this time, I need a motion --

UNKNOWN SPEAKER: Move to adjourn.

UNKNOWN SPEAKER: Second.

MR. ANTARAMIAN: Moved and seconded.

All those in favor, say aye.

(Group aye)

MR. ANTARAMIAN: Opposed? That motion is approved. This meeting is now adjourned.

(WHEREUPON, THE PROCEEDINGS WERE ADJOURNED AT 6:53 P.M.)

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small school district.

I appreciate your time. Thank you.

MR. ANTARAMIAN: Does anyone else wish to speak? Come forward, state your name and address. Anyone else wish to speak? This is the only item on the agenda, so now is the time to do it if you want to talk. Anyone else wish to speak? Anyone else wish to speak?

If not, I do have a letter from the Southeast Wisconsin Building & Construction Trades Council. I believe a number of people -- they would like that put into the agenda item as a record. Place that into the record.

If there is no other -- Anyone wishes to speak at this time? The Town of Paris, do you wish to adjourn your meeting?

MR. GENTZ: Say that a little louder.

MR. ANTARAMIAN: At this time, do you wish to adjourn your meeting?

MR. GENTZ: Entertain a motion to adjourn, gentlemen.

MR. KAMMERZELT: Second.

MR. GENTZ: A motion was made and a second. Those in favor, signify by saying aye, please.

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STATE OF WISCONSIN
COUNTY OF KENOSHA }

I, SUSAN K. TAYLOR, do hereby certify that I am a stenographic reporter that was present at the proceedings in the above entitled action, and that I recorded the same in shorthand; that the above and foregoing is a true, correct and exact copy, in long-hand, of my shorthand notes taken of said proceedings.

Dated this 29th day of Aug 2017

Susan K Taylor

SUSAN K. TAYLOR
Court Reporter

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From: "Ken Monson" <kmonson.townofparis@gmail.com>
To: "Town Of Paris" <townofparis@wi.net>, "tkitzman" <tkitzman@somers.org>, "clerk" <clerk@kenosha.org>
Sent: Tuesday, September 12, 2017 10:12:20 AM
Subject: Fwd: Town of Paris IGA Concerns

Clerks

Please give a copy of public comments to all elected officials. Thank you.

Ken Monson

From: Ken Monson <kmonson.townofparis@gmail.com>
Date: September 10, 2017 at 9:55:54 AM CDT
To: erich.schmidtke@wi.gov
Cc: eamtaramian@kenosha.org, Tim Pruitt <tpruitt@peglawfirm.com>, dmltd@sbcglobal.net
Subject: Town of Paris IGA Concerns

Mr Schmidtke:

As discussed in our phone conversation, here are the two areas of concern I have with the City/Somers/Paris cooperative plan as it relates to the Town of Paris.

There is no clear language dealing with the transfer of 128th Avenue to the city. This is a town road and included in the city growth area. As it stands, the city has sole discretion when the transfer will happen (section 5.18 Public Rights-of-Way, Page 18). The potential for an undue financial burden put upon the town is, in my opinion, substantial. Not only would the town be responsible for the road maintenance, but any improvements would require the town to bring the road to city standards (section 5.25, Page 20). So in essence, the town would be put into a situation where the city is making attachments to the town road and profiting by the development with the town being accountable for the road. I believe that as soon as the city makes an attachment the road should be transferred.

The other issue is residential development. With the Paris School District remaining in the city growth area, a large housing development would be devastating to the district. Roger Gahart, Paris Consolidated School Administrator, commented at the public hearing on this issue (reference transcript of public hearing). If the residential component of the growth area is to be as minute as the mayor purports, it would be very simple to identify the type and location of the potential housing. If at this time

there are no plans for it, then that should be put in writing. The district and the town residents who are financially responsible for the district's operation have a right to know exactly what to expect going into this agreement.

Thank you for your consideration,

Kenneth Monson

2nd Side Town Board Supervisor and town resident



COUNTY OF KENOSHA

Division of Planning & Development

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

September 14, 2017

City of Kenosha c/o Debra L. Salas City Clerk—Treasurer 625 52 nd Street Kenosha, WI 53140	Village Somers c/o Timothy Kitzman Clerk-Treasurer 7511 12 th Street Somers, WI 53144	Town of Paris c/o Beverly McCumber Clerk/Treasurer 16607 Burlington Road Union Grove, WI 53182
---	--	--

Dear Ms. Salas, Mr. Kitzman and Ms. McCumber:

The following comments are being provided in accordance with State Statutes 66.0307(4)(c). Upon its approval and implementation by all parties concerned, the plan and the boundary agreements as set forth in the proposed 2017 City of Kenosha/Village of Somers/Town of Somers/Kenosha Water Utility/Village of Somers Water Utility/Village of Somers Sewerage District/County Highway Commissioner Cooperative Plan and Intergovernmental Agreement (Master Agreement) under Sections 66.0301, 66.0305, and 66.0307, Wisconsin Statutes should serve to facilitate implementation of the Multi-Jurisdictional Comprehensive Plan for Kenosha County, pursuant to 59.69(3), 66.1001 and 62.23 of the Wisconsin Statutes, as adopted by the Kenosha County Board of Supervisors on March 17, 2010.

Implementation of the Master Agreement should serve to enhance the delivery of essential municipal services and allow for planning for logical and orderly development to the boundary adjustment area between the communities involved.

We trust that the support from Kenosha County Planning and Development will be helpful to all the parties involved in reviewing the Master Agreement.

Sincerely,

ANDY M. BUEHLER, Director
Division of Planning & Development

AMB:aw

cc: Edward Antaramian, City of Kenosha
Jeffrey J. Davison
Timothy J. Pruitt

A-2 Comments From the Joint Public Meeting Held by the Village of Somers and the Town of Paris on August 23, 2017, to the revenue-sharing components of the intergovernmental cooperation agreement Between the Village of Somers and Town of Paris set forth in Chapter 12.

(See the transcript of the hearing attached hereto in Exhibit A-1.)

B-1 City Growth Area is legally described

Legal Description of City Growth Area - Part 1

Part of the Southwest Quarter of Section 13, the Southeast and Southwest Quarters of Section 14, the Northeast, Northwest, Southwest and Southeast Quarters of Section 23, the Northwest and Southwest Quarters of Section 24, the Northwest, Southwest and Southeast Quarters of Section 25, the Northeast, Northwest, Southwest and Southeast Quarters of Section 26, the Northwest and Northeast Quarters of Section 35 and the Northeast, Northwest, Southwest and Southeast Quarters of Section 36, all in Town 2 North, Range 21 East of the Fourth Principal Meridian, lying and being in the Town of Paris, Kenosha County, Wisconsin and being more particularly described as follows:

Beginning at the southwest corner of the Southwest Quarter of the aforesaid Section 36; thence N01°39'08"W along and upon the west line of said Quarter Section, 2649.45 and to the northwest corner thereof; which corner is the East Quarter corner of Section 35; thence S89°02'34"W 2622.78 feet and to the Center of Section 35; thence S89°00'09"W 1331.72 feet; thence N02°03'06"W along and upon the west line of the East Half of the aforesaid Northwest Quarter of Section 35, 2649.49 feet; thence N01°47'46"W along and upon the west line of the East Half of the aforesaid Southwest Quarter of Section 26, 2649.24 feet; thence N01°46'44"W along and upon the west line of the East Half of the aforesaid Northwest Quarter Section, 2650.27 feet and to the south line of the aforesaid Southwest Quarter of Section 23; thence N89°08'19"E along and upon said south line, 306.95 feet; thence N01°34'58"W 2660.04 feet; thence N01°36'52"W 2103.83 feet and to the center line State Trunk Highway "142" (Burlington Road); thence N85°28'33"W along and upon said center line, 318.36 feet and to the west line of the East Half of the aforesaid Northwest Quarter of Section; 23; thence N01°43'32"W 517.18 feet; thence N02°18'59"W along and upon the west line of the East Half of the aforesaid Southwest Quarter of Section 14, 2657.37 feet; thence N89°15'26"E 1341.69 feet and to the Center of Section 14; thence N89°29'53"E 2637.66 feet; thence N89°27'23"E 2563.56 feet and to the Center of Section 13; thence S01°35'33"E 2645.75 feet; thence S01°47'34"E 2634.67 feet and to the Center of Section 24; thence S01°52'22"E 675.42 feet; S89°43'40"W 1333.40 feet; thence N01°33'14"W 668.30 feet and to the south line of the aforesaid Northwest Quarter of Section 24; thence S89°25'31"W along and upon said south line, 671.40 feet; thence S01°58'42"E 1992.14 feet; thence N89°31'48"E 1997.32 feet; thence S01°52'22"E 659.99 feet; thence S01°33'48"E 2647.34 feet and to the Center of Section 25; thence N89°23'03"E 1150.00 feet; thence S01°59'40"W 436.00 feet; thence S89°23'03"W 645.28 feet; thence S01°59'40"E 200.00 feet; thence S89°23'03"W 504.72 feet; thence S01°59'40"E 688.55 feet; thence N89°22'39"E 423.01 feet; thence S01°59'40"E 225.00 feet; thence S89°22'39"W 423.01 feet; thence S01°59'40"E 497.21 feet; thence N89°22'15"E 723.38 feet; thence S01°59'40"E 602.34 feet and to the south line of the aforesaid Southeast Quarter of Section 25; thence S89°22'15"E 1261.86 feet; thence N01°46'35"W 2120.41 feet; thence S89°23'03"W 165.00 feet; thence N01°46'33"W 528.00 feet; thence N89°23'03"E 830.11 feet and to the northeast corner of the aforesaid Southeast Quarter of Section 25; thence S01°42'13"E 2648.19 feet; thence S01°36'31"E 2645.31 feet; thence S01°48'54"E 2640.99 feet and to the southeast corner of the aforesaid Southeast Quarter of Section 36; thence S89°15'57"W 520.00 feet; thence N01°49'24"W 218.90; thence N89°15'57"E 213.97 feet; thence S01°49'24"E 90.85 feet; thence N43°43'02"E 16.70 feet; thence N01°49'24"W 1560.63 feet; thence northerly 594.90 feet along the arc of a circular curve concave to the east, said curve having a central angle of 01°57'18" and a chord which bears N00°50'45"E 594.88 feet; thence N89°26'35"W 375.82 feet; thence N01°49'42"W

246.48 feet; thence S89°26'35"W 40.17 feet; thence N01°49'24"W 100.02 feet; thence S89°26'35"W 795.21 feet; thence S01°49'24"E 655.71 feet; thence N89°26'35"E 10.83 feet; thence S01°49'24"E 1180.16 feet; thence N89°15'26"E 577.50 feet; thence S01°50'14"E 810.02 feet and to the south line of the aforesaid Southeast Quarter of Section 36; thence S89°15'57"W 1748.37 feet; thence S89°07'11"W 2643.43 feet and to the point of beginning. Containing 2,801.79 acres, more or less. Subject to easements, roadways and restrictions of record.

Bearings shown hereon refer to Wisconsin Plane Coordinate System South Zone.

Legal Description of City Growth Area – Part 2

Part of the Southeast Quarter of Section 24 and the Northeast Quarter of Section 25, both in Town 2 North, Range 21 East of the Fourth Principal Meridian, lying and being in the Town of Paris, Kenosha County, Wisconsin and being more particularly described as follows:

Beginning at a point on the east line of the aforesaid Northeast Quarter of Section 25 at a point S01°34'08"E 131.99 feet from the northeast corner thereof; thence S89°30'24"W parallel to the north line of said Quarter Section, 634.84 feet; thence N57°04'06"W 239.53 feet and to the north line of said Quarter Section; thence N89°30'24"E along and upon said north line, 82.53 feet and to the center line of the west frontage road of Interstate Highway I-94; thence northerly 147.92 feet along said center line, which center line is the arc of a circular curve concave to the east, said curve having a central angle of 06°30'24", a radius of 1302.50 feet and a chord which bears N08°31'11"W 147.84 feet; thence continue N01°42'57"W along and upon said center line, 962.99 feet; thence continue northerly 531.40 feet along and upon said center line, which center line is the arc of a circular curve concave to the east, said curve having a central angle of 25°22'21", a radius of 1200.00 feet and a chord which bears N10°58'14"E 527.07 feet; thence N25°49'15"E along and upon said center line, 71.90 feet and to the center line of County Trunk Highway "142" (Burlington Road); thence S64°10'45"E along and upon said center line, 697.12 feet and to the east line of the aforesaid Southeast Quarter of Section 24; thence S01°42'50"E along and upon said east line, 1381.45 feet and to the southeast corner thereof, which corner is the northeast corner of the aforesaid Northeast Quarter of Section 25; thence S01°34'08"E along and upon the east line of said Quarter Section, 131.99 feet and to the point of beginning. Containing 29.13 acres, more or less. Subject to easements, roadways and restrictions of record.

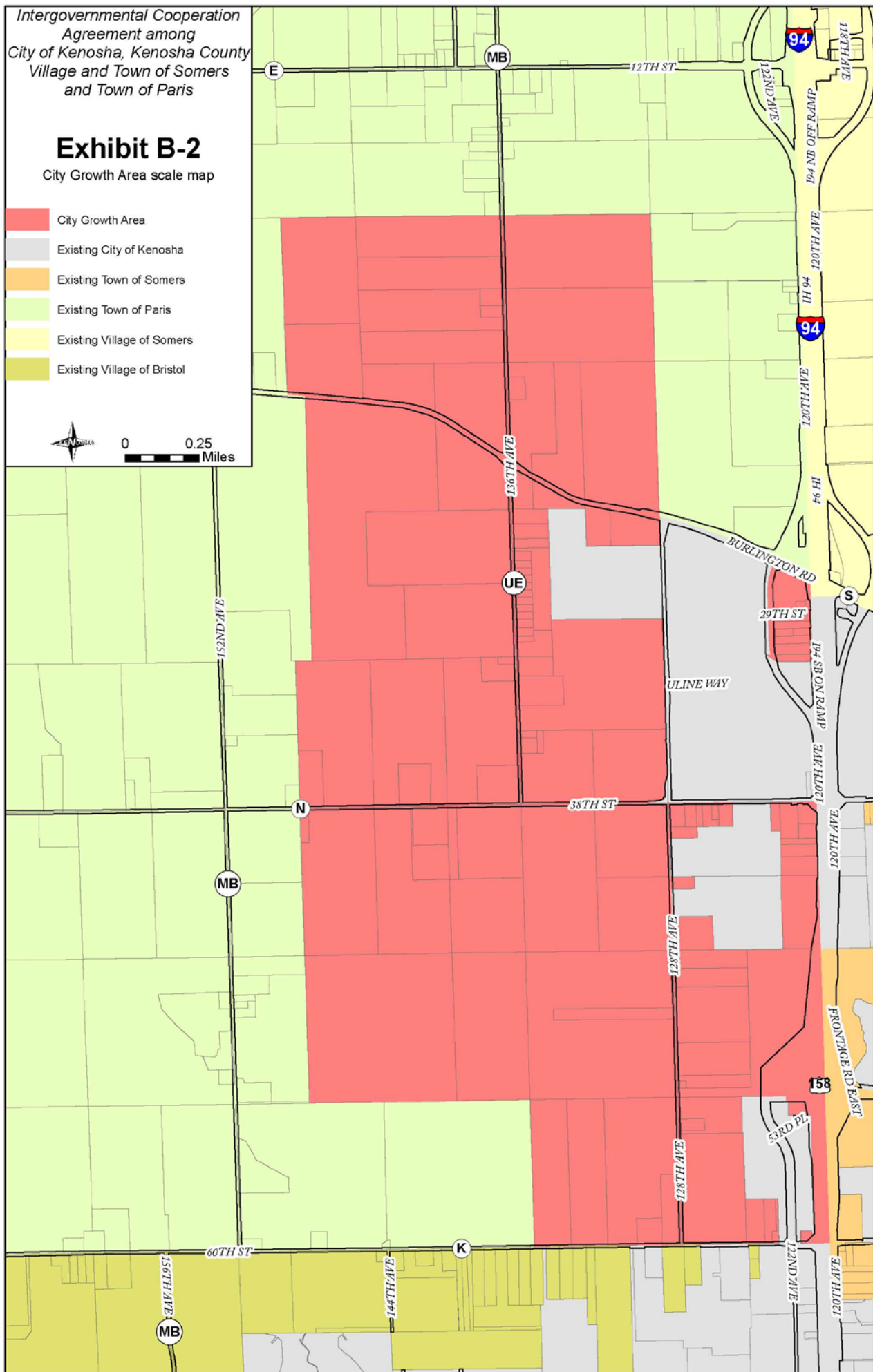
Bearings shown hereon refer to Wisconsin Plane Coordinate System South Zone.

B-2 City Growth Area scale map

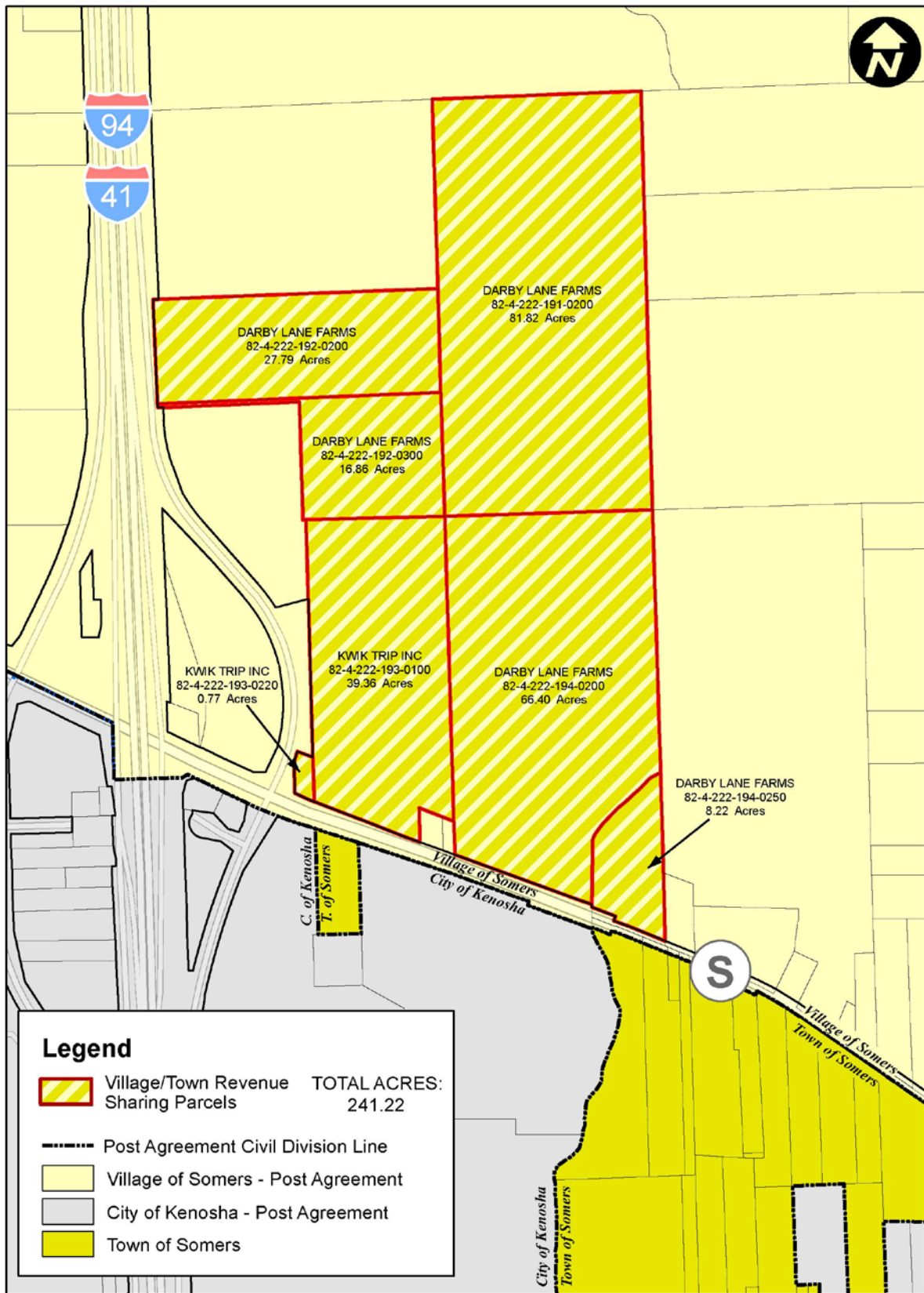
City Growth Area scale map

-

0 0.25 Miles



C-1 Highway “S” Planning Area



C-2 Legal Description of Highway “S” Planning Area (Which Area is Identified in the Exhibit C-2 as “Paris and the Village of Somers Revenue Sharing”)

Town of Paris – Village of Somers Revenue Sharing – Legal Descriptions

Paris and the Village of Somers Revenue Sharing description:

Commencing at the Northwest corner of the Northeast $\frac{1}{4}$ of Section 19, Town 2 North Range 22 East of the Fourth Principal Meridian; thence southerly along the west line of the Northeast $\frac{1}{4}$ of Section 19, 1,209.94 feet as described in April 16, 1969 survey by Robert Smith; thence west parallel with the north line of the Northwest $\frac{1}{4}$ of Section 19 to the intersection with the east line of Interstate Highway I-94; thence south along the east line of Interstate Highway 94 to the north line of Outlot Lot 2 of Certified Survey Map 2638; thence east to the east line of said Outlot 2; thence S $01^{\circ}45'45''$ W 753.21 feet to the north line of the Southwest $\frac{1}{4}$ of Section 19; thence N $88^{\circ}37'46''$ E 18.18 feet; thence S $01^{\circ}42'11''$ W 1518.89 feet; thence N $67^{\circ}59'44''$ W 107.58 feet; thence S $26^{\circ}24'11''$ W 71.06' feet; thence S $0^{\circ}15'10''$ E 199.78 feet to the north line of County Trunk Highway "S"; thence S $62^{\circ}43'54''$ E 88.24 feet; thence S $67^{\circ}36'22''$ E 769.93 feet along the north line of County Trunk Highway "S"; thence northerly and parallel to the east line of the southeast $\frac{1}{4}$ of Section 19, 210 feet, more or less, to the northwest corner of Kenosha County tax parcel 82-4-222-193-0105; thence southeasterly 240 feet to the east line of the southwest $\frac{1}{4}$ section of section 19; thence southerly and along the east line of the Southeast $\frac{1}{4}$ of Section 19, 210 feet more or less, to the north line of County Trunk Highway "S"; thence southeasterly along the north line of County Trunk Highway "S" to the intersection of said road with the west line of the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 30 Town 2 North Range 22 East of the Fourth Principal Meridian; thence north along the west line of the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 30 to the south line of Section 19 Town 2 North Range 22 East of the Fourth Principal Meridian; thence north along the west line of the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 19 and north along the west line of the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 19 to the north line of said Section 19; thence west along the north line of said Section 19 to the place of beginning. Said lands being in the Village of Somers, County of Kenosha, State of Wisconsin.

D-1 Potential City Growth Legally Description

Legal Description of Potential City Growth Area

Part of the Southeast Quarter of Section 34, the Southwest Quarter of Section 35 and the Southeast Quarter of Section 35, all in Town 2 North, Range 21 East of the Fourth Principal Meridian, lying and being in the Town of Paris, Kenosha County, Wisconsin and being more particularly described as follows:

Beginning on the west line of the aforesaid Southeast Quarter of Section 34 at a point N02°02'11"W 783.81 feet from the southwest corner thereof; thence continue N02°02'11"W along and upon said west line, 1850.69 feet and to the northwest corner of the aforesaid Southeast Quarter of Section 34; thence N89°22'07"E along and upon the north line of said Quarter Section, 2644.04 feet and to the northeast corner thereof, which corner is also the northwest corner of the aforesaid Southwest Quarter of Section 35; thence N89°00'09"E along and upon the north line of said Quarter Section, 2663.44 feet and to the northeast corner thereof, which corner is also the northwest corner of the aforesaid Southeast Quarter of Section 35; thence N89°02'34"E along and upon north line of said Quarter Section, 2622.78 feet and to the northeast corner thereof; thence S01°39'08"E along and upon the east line of said Quarter Section, 2649.45 feet and to the southwest corner thereof; thence S88°56'41"W along and upon the south line of said Quarter Section, 2641.02 feet and to the southwest corner thereof, which corner is also the southeast corner of the aforesaid Southwest Quarter of Section 35; thence S89°20'04"W along and upon the south line of said Quarter Section, 2639.77 feet and to the southwest corner thereof, which corner is also the southeast corner of the aforesaid Southeast Quarter of Section 34; thence S89°27'59"W along and upon the south line of said Quarter Section, 1974.05 feet, which point is N89°27'59"E 658.00 feet from the southwest corner thereof; thence N02°02'11"W parallel to the west line of said Quarter Section, 783.81 feet; thence S89°27'59"W parallel to the south line of said Quarter Section, 658.00 feet and to the point of beginning. Containing 469.08 acres, more or less. Subject to easements, roadways and restrictions of record.

Bearings shown hereon refer to Wisconsin Plane Coordinate System South Zone.

D-2 Potential City Growth Parcels scale map

Intergovernmental Cooperation
Agreement among
City of Kenosha, Kenosha County
Village and Town of Somers
and Town of Paris

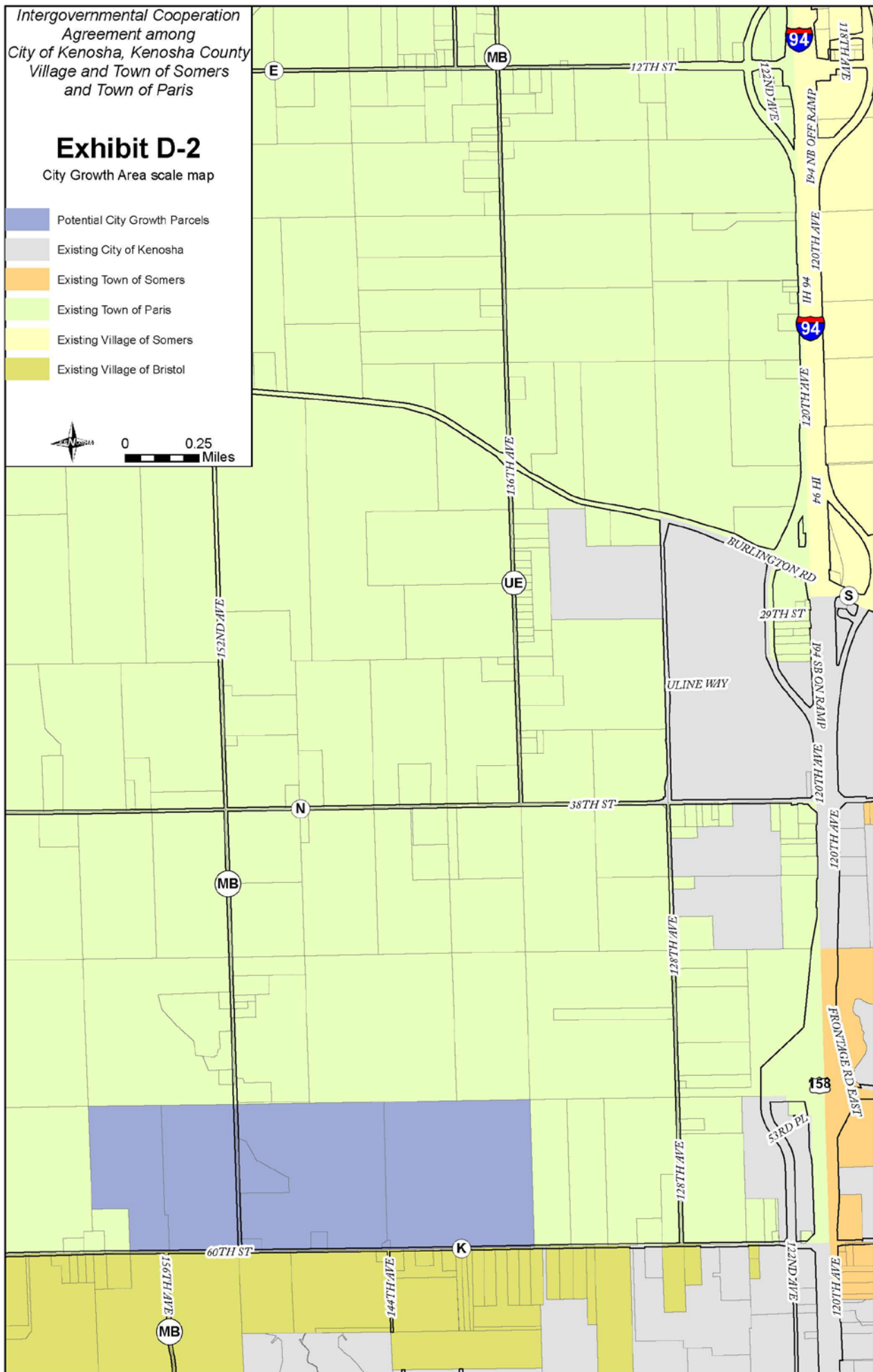
Exhibit D-2

City Growth Area scale map

- Potential City Growth Parcels
- Existing City of Kenosha
- Existing Town of Somers
- Existing Town of Paris
- Existing Village of Somers
- Existing Village of Bristol



0 0.25
Miles



E Residential Parcels in the City Growth Area zoned Agricultural

Parcels in the City Growth Area with Agricultural Zoning but Used Residentially:

- a. Parcel #45-4-221-242-0210; 1905 136th Ave; Owner – Heidersdorf; 3.02 acres; zoned A-1, proper zoning – R-2.
- b. Parcel #45-4-221-144-0400; 1636 13th Ave; Owner – Brewer; 2.97 acres; zoned A-2; proper zoning – R-2.
- c. Parcel #45-4-221-144-0400; 1700 136th Ave; Owner – Lowrance; 2.04 acres; zoned A-2; proper zoning – R-2.
- d. Parcel #45-4-221-263-0105; 14731 38th Street; Owner – Iwen, 1.99 acres; zoned A-2; proper zoning – R-2
- e. Parcel #45-4-221-264-0105; 13913 38th Street; Owner – Felle; 5.01 acres; Zoned A-2; proper zoning – R-1.
- f. Parcel #45-4-221-363-0405; 12910 60th Street; Owner – Ehlert; 4.63 acres; zoned A-2; proper zoning – R-2.
- g. Parcel #45-4-221-364-0405; vacant parcel on 60th Street; Owner – Arbet; 5.75 acres; zoned A-2; proper zoning – R-1.
- h. Parcel #45-4-221-364-0410; 12300 60th Street; Owner – Parrish; 3.61 acres; Zoned A-2; proper zoning – R-2.
- i. Parcel #45-4-221-364-0415; 12206 60th Street; Owner – Dillon; .59 acre; Zoned A-2; Proper zoning by size – R-3, but that zoning calls for sewer.
- j. Parcel #45-4-221-364-0420; 12100 60th Street; Owner – Dillon; .81 acre; zoned A-2; proper zoning by size – R-3, however that zoning calls for sewer.
- k. Parcel #45-4-221-364-0216; 5321 128th Ave; Owner – Gates; 2.15 acres; zoned A-2; proper zoning – R-2.
- l. Parcel #45-4-221-361-0305; 5103 128th Ave; Owner – Moe; 6.54 acres; zoned A-2; proper zoning – R-1.
- m. Parcel #45-4-221-361-0310; 5107 128th Ave; Owner – Fish; .50 Acre; Zoned A-2; proper zoning – R-3, however that zoning calls for sewer.

F Residential Parcels in the Village Growth Area Zoned Agricultural

Parcels in the Village Growth Area with Agricultural Zoning but Used Residentially:

- a. 45-4-221-124-0410; 12300 12th Street; Owner – Manke; 1.57 acres; Zoned A-2, should be R-2.
- b. 45-4-221-124-0400; Vacant parcel at 12th Street and W. Frontage Road; Owner – Grcic; 7.43 acres; zoned A-2, could be B-3.
- c. 45-4-221-124-0305, 12600 12th Street; Owner – Biehn; .55 acre; Zoned A-2, should be R-3.
- d. 45-4-221-131-0201; 1242 122nd Ave; Owner – Mosconi; 4.32 acres; zoned R-2 and A-1; should be all R-2.
- e. 45-4-221-121-0305; 12400 12th Street; Owner Priemer; 9.79 acres; Zoned A-1; should be A-2 or R-1.
- f. 45-4-221-121-0100; 12209 7th Street; owner – Ferrille; 5.0 acres; Zoned a-2; should be zoned R-1.
- g. 45-4-221-011-0410; 200 W. Frontage Road; Owner – Jarstad; 1.49 acres; zoned A-2; should be zoned R-2.
- h. 45-4-221-011-0106; 12323 1st Street, Owner – Keller; 1.23 acres; zoned A-2; should be zoned R-2.

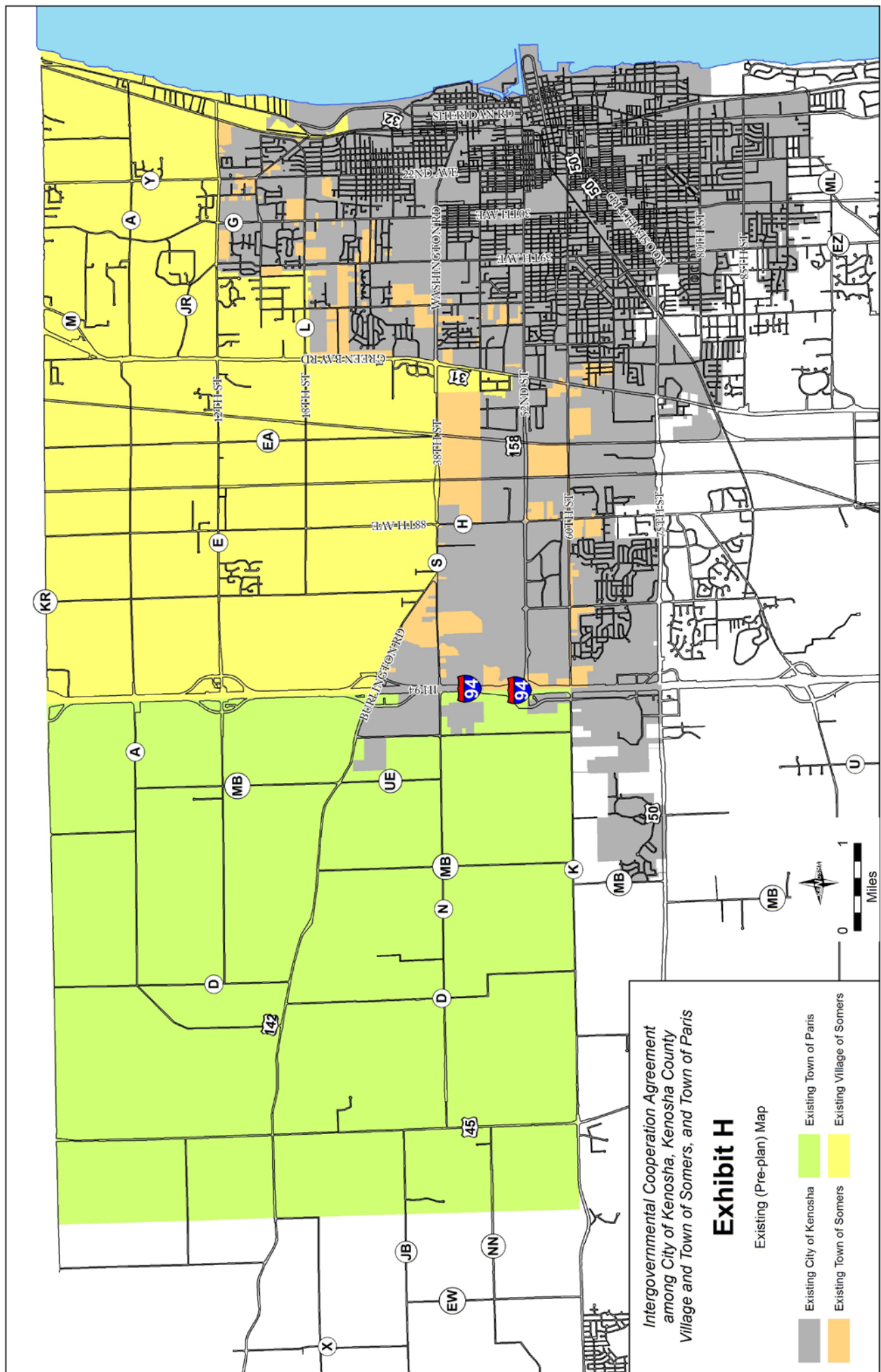
G-1 Village Growth Area is legally described

Village of Somers Growth Area

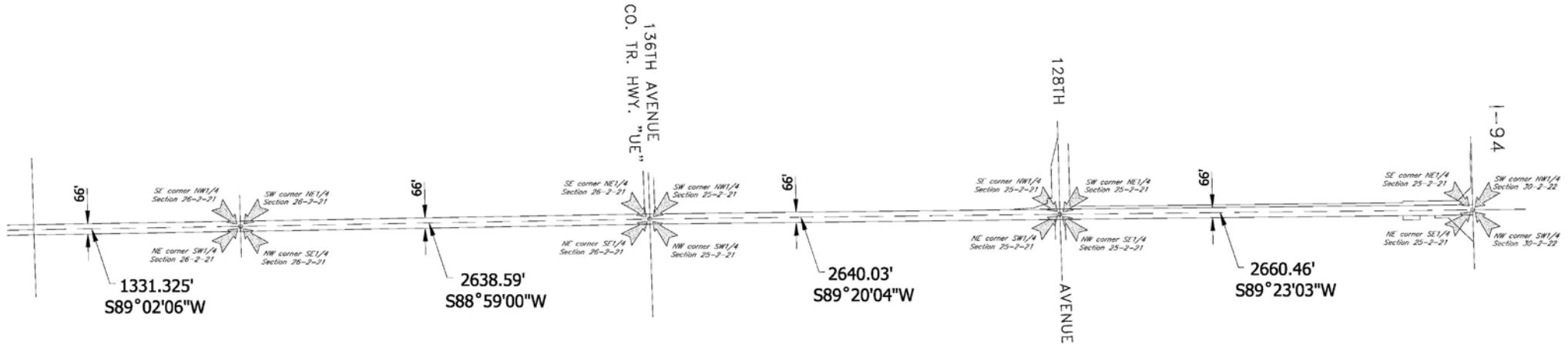
Begin at the northeast corner of the Northeast $\frac{1}{4}$ of Section 1 Town 2 North Range 21 East of the Fourth Principal Meridian; thence west along the north line of said Northeast $\frac{1}{4}$ also being the centerline of County Trunk Highway "KR" to a point being the intersection of the north line of the Northeast $\frac{1}{4}$ and the west line of the E $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of said section; thence south along the west line of the E $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ and the E $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of said Section 1 to the south line of section; thence continue south along the west line of the E $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 12 Town 2 North Range 21 East of the Fourth Principal Meridian also being the east line of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ thence south along the east line of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ to the south line of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 12; thence west along the south line of said quarter quarter to the west line of the Northeast $\frac{1}{4}$ of Section 12; thence south along the west line of the Northeast $\frac{1}{4}$ and the west line of the Southeast $\frac{1}{4}$ of Section 12 to the south line of said section said point being known as the northeast corner of the Northwest $\frac{1}{4}$ of Section 13 Town 2 North Range 21 East of the Fourth Principal Meridian; thence west along the north line of the Northwest $\frac{1}{4}$ of said section 140 feet; thence south parallel with the east line of said Northwest $\frac{1}{4}$ 661 feet; thence east parallel with north line of said quarter section 140 feet to the east line of the Northwest $\frac{1}{4}$ of Section 13; thence south along the east line of the Northwest $\frac{1}{4}$ and the east line of the Southwest $\frac{1}{4}$ of Section 13 to the south line of said section; thence continue south along the east line of the Northwest $\frac{1}{4}$ of Section 24 Town 2 North Range 21 East of the Fourth Principal Meridian and the east line of the Southwest $\frac{1}{4}$ of said Section 24 to the intersection of the east line of said quarter section with the centerline of State Trunk Highway 142; thence southeasterly along the centerline of State Trunk Highway 142 to the intersection of said road with the east line of the Southeast $\frac{1}{4}$ of said Section 24; thence north along the east line of the Southeast $\frac{1}{4}$ and the east line of the Northeast $\frac{1}{4}$ to a point being the southeast corner of the Southeast $\frac{1}{4}$ of Section 13 Town 2 North Range 21 East of the Fourth Principal Meridian; thence north along the east line of the Southeast $\frac{1}{4}$ and the east line of the Northeast $\frac{1}{4}$ of said Section 13 to a point being the southeast corner of the Southeast $\frac{1}{4}$ of Section 12 Town 1 North Range 21 East of the Fourth Principal Meridian; thence north along the east line of the Southeast $\frac{1}{4}$ and the east line of the Northeast $\frac{1}{4}$ of said Section 12 to a point being the southeast corner of the Southeast $\frac{1}{4}$ of Section 1 Town 2 North Range 21 East of the Fourth Principal Meridian; thence north along the east line of the Southeast $\frac{1}{4}$ and the east line of the Northeast $\frac{1}{4}$ of said Section 1 to the place of beginning. Said lands being in the Town of Paris, County of Kenosha, State of Wisconsin.

G-2 Village Growth Area scale map

H Existing Map (pre-Plan)

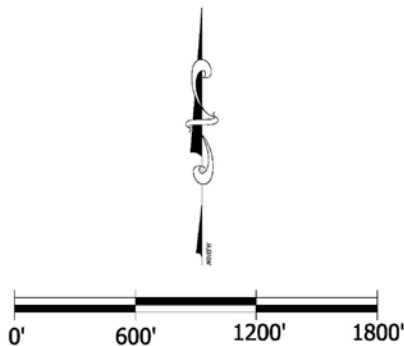


I. Transferred Highway Depicted with Legal Description



Plat Showing
 CENTERLINE OF A 66' RIGHT OF WAY
 COUNTY TRUNK HIGHWAY "N" (38th STREET)
 in Sections 25 & 26-2-21
 TOWN OF PARIS
 KENOSHIA COUNTY, WIS.

Bearings shown hereon refer to Wisconsin
 Plane Coordinate System, South Zone



Legal Description for Jurisdictional Transfer of that part of
 County Trunk Highway "N" lying west of Interstate Highway I-94
 and 1331.325 feet east of County Trunk Highway "MB"

That part of County Trunk Highway "N" in Sections 25 and 26, all in Town 2 North, Range 21
 East of the Fourth Principal Meridian, lying and being in the Town of Paris, Kenosha County,
 Wisconsin and being the center line of a highway of 66 feet in width right of way, and being
 more particularly described as follows:

Bearings shown hereon refer to Wisconsin Plane Coordinate System South Zone.

Beginning at the east corner of Section 25; thence S89°23'03"W 2660.46 feet and to the
 center of Section 25; thence S89°20'04"W 2640.03 feet to the west corner Section 25, which
 corner is also the east corner of Section 26; thence S88°59'00"W 2638.59 feet and to the
 center of Section 26; thence S89°02'06"W 1331.325 feet and to the point of termination.

The Jurisdictional Transfer of that part County Trunk Highway "N" lying west of Interstate
 Highway I-94 shall include all of the above described 66 feet in width right of way excepting:

- 1) All that part of Interstate Highway I-94 right of way and per Document Number 1633919
 and recorded on December 1, 2010 with the Kenosha County Register of Deeds Office.
- 2) All that part of Certified Survey Map Number 2808, as per Document Number 1769050 and
 recorded on April 4, 2016 with the Kenosha County Register of Deeds Office.
- 3) All that part of Quit Claim Deed, as per Document Number 1773799 and recorded on June
 13, 2016 with the Kenosha County Register of Deeds Office.

J. County Board Resolution Memorializing that the Transferred Highway is a Recorded Highway that in Addition Has Been Worked for a Period of Years

resented to County Board

Date AUG 1 2017

ction by County Board

- ☐ Adopted as presented AUG 1 2017
- ☐ Adopted as amended - - -
- ☐ Referred to - - -
- ☐ Defeated - - -
- ☐ Withdrawn - - -

ounty Board Chairman

Kimberly Brumby

resented to County Executive

AUG 1 2017

By *Mary T. Kubicki*

County Clerk

Action by County Executive

- ☒ Approved 8 - 1 - 17
- ☐ Vetoed - - -
- ☐ Vetoed in part - - -
- ☐ Effective without signature - - -

By

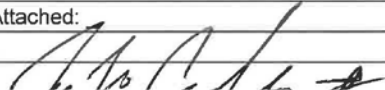
David Blawie

County Executive

Veto action by County Board

- ☐ Overridden - - -
- Vote - - - to - - -
- ☐ Sustained - - -
- Vote - - - to - - -

County of Kenosha
Board of Supervisors
Resolution No. 31

Subject: A RESOLUTION MEMORIALIZING COUNTY TRUNK HIGHWAY N AS A RECORDED AND PUBLIC HIGHWAY			
Original <u>X</u>	Corrected <u> </u>	2 nd Correction <u> </u>	Resubmitted <u> </u>
Date Submitted: August 1, 2017		Date resubmitted:	
Submitted by: Public Works/Facilities Committee			
Fiscal Note Attached: <u> </u>		Legal Note Attached: <u> </u>	
Prepared By: Corporation Counsel Joseph M. Cardamone III 			

WHEREAS, Continued development with Kenosha County benefits us all through the creation of new jobs and the expansion of the economic base; and

WHEREAS, The County of Kenosha, the City of Kenosha, the Village of Somers and the Town of Paris are all desirous of facilitating such development by creating conditions appropriate for it to occur; and

WHEREAS, The aforementioned parties, as well as others, have negotiated an Intergovernmental Agreement designed to permit such development to occur whilst being beneficial to all parties and respectful of both municipal sovereignty and individual property owner rights; and

WHEREAS, As a provision of this Intergovernmental Agreement, the County of Kenosha would be transferring to the City of Kenosha jurisdiction of a portion of 38th Street, also known as County Trunk Highway "N", from I-94 west to 128th Avenue, as described on the attached Exhibit 1; and

WHEREAS, This Agreement calls for the County Board to pass a resolution memorializing that this is a "recorded highway" as that term is used in Sec. 82.01 (8) Wis. Stats. and that it has been worked by the County as a public highway in its current roadbed for over sixty years; and


WHEREAS, Research has discovered that in a Plat book published in 1950, County Trunk Highway "N" had already been established, as seen in the attached Exhibit 2, and recorded thusly;

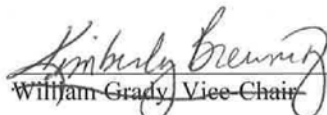
NOW THEREFORE BE IT RESOLVED, That the Kenosha County Board of Supervisors does hereby find and memorialize that County Trunk Highway "N" is a "recorded highway" as that term is used in Sec. 82.01 (8) Wis. Stats.; and

BE IT FURTHER RESOLVED, That the County Board of Supervisors does approve the description attached as "Exhibit 1" as that portion of County Trunk Highway "N" roadway to be transferred to the

City of Kenosha, which is 66 feet in width, as it has existed and has been worked continuously for the past sixty years by Kenosha County for that portion of CTH "N" from I-94 west to 128th Avenue, as described on the attached Exhibit 1; which is committed for a transfer jurisdiction from the County to the City of Kenosha; further does hereby accept all prior dedications, gifts, reservations and/or exceptions for highway purposes, deeds, easements, and all transfers real estate interest for public roadway purposes, that have been made in the past but not yet accepted by the public, that are related in any way to the roadway now known as County Trunk Highway "N."

Public Works/Facilities Committee:

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Excused</u>
 Dennis Elverman, Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

 William Grady, Vice Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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_____ Steve Bostrom	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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 John Franco	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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 Jill Gillmore	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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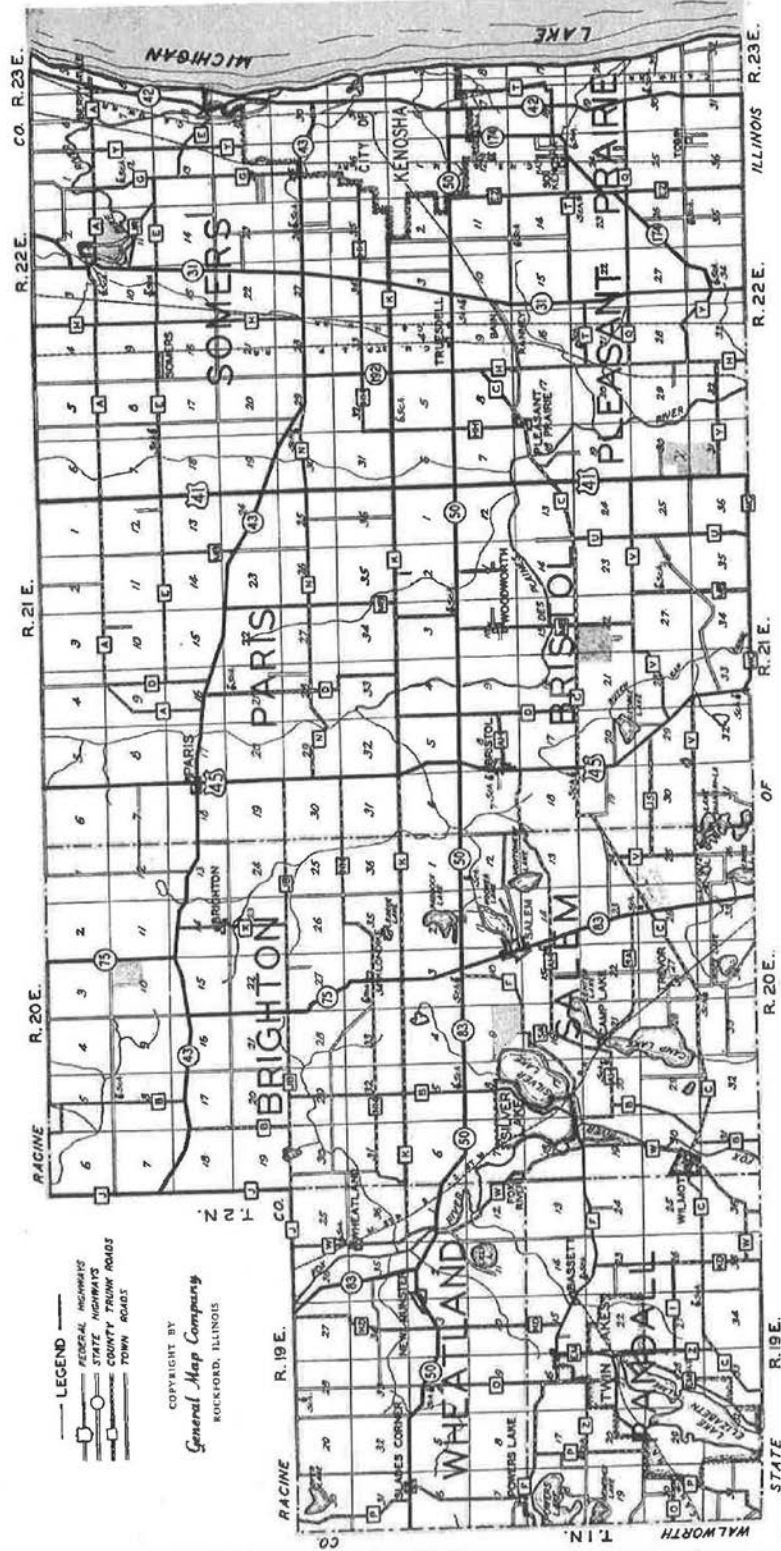
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_____ Jeff Wamboldt	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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K-1 Initial Authorizing Resolutions – City of Kenosha

RESOLUTION NO. 138-16

BY: THE MAYOR

TO AUTHORIZE THE MAYOR TO PARTICIPATE WITH THE TOWN OF PARIS, VILLAGE OF SOMERS, COUNTY OF KENOSHA, THE KENOSHA WATER UTILITY, AND/OR THE TOWN OF SOMERS, IN AN INTERGOVERNMENTAL COOPERATION AGREEMENT OR AGREEMENTS PURSUANT TO SECTIONS 66.0301 AND 66.0307, WISCONSIN STATUTES, WHICH MAY INCLUDE THE SETTLEMENT OF THE PENDING LITIGATION

WHEREAS, the Town Board of the Town of Somers on February 22, 2005, and the Common Council of the City of Kenosha on March 7, 2005, adopted a cooperative plan pursuant to Section 66.0307 of the Wisconsin Statutes (hereinafter "the 2005 City-Town of Somers Cooperative Plan"); and,

WHEREAS, the Wisconsin Department of Administration approved the 2005 City-Town of Somers Cooperative Plan on August 8, 2005; and,

WHEREAS, the Town Board of the Town of Somers on or about February 22, 2005, along with the Town of Somers Water Utility, the Town of Somers Sewer Utility District, and the Kenosha Water Utility, entered into an agreement for the provision of municipal water and sewer service to properties in the Town of Somers, east of Interstate Highway 94 (hereinafter "the 2005 Water Utility-Town of Somers IGA"); and,

WHEREAS, on June 9, 2014, the County of Kenosha, the City of Kenosha, and the Town of Paris entered into an intergovernmental cooperation agreement (hereinafter "the 2014 County-City-Paris IGA"); and

WHEREAS, the 2014 County-City-Paris IGA established an area that was described as the “City Growth Area” that was territory located in the Town of Paris that, while the 2014 County-City-Paris IGA was in effect, would allow for annexations into the City of Kenosha of parcels in the City Growth area without objection from the Town of Paris; and

WHEREAS, a portion of the Town of Somers incorporated as the Village of Somers, for which a Certificate of Incorporation from the State of Wisconsin was issued on April 24, 2015; and

WHEREAS, in 2015, the Town Board of the Town of Somers and the Common Council of the City of Kenosha, pursuant to provisions of Section 66.0307 of the Wisconsin Statutes, amended the 2005 City-Town of Somers Cooperative Plan to bring portions of County Trunk Highways G and K into the jurisdiction of the City from the jurisdiction of the Town (which 2005 City-Town of Somers Cooperative Plan as amended in 2015 is hereinafter “the Kenosha-Somers Agreement”); and

WHEREAS, the Village and the Town of Somers entered into an Intergovernmental Cooperation Agreement on October 20, 2015, and the Village of Somers thereafter passed a resolution with the intent of becoming a party to the Kenosha-Somers Agreement; and

WHEREAS, on April 7, 2016, the Town of Paris and the Village of Somers entered into an intergovernmental cooperation agreement pursuant to Section 66.0301, Wisconsin Statutes (“the 2016 Paris-Somers IGA”); and

WHEREAS, the 2016 Paris-Somers IGA included a provision creating an area that was described within its terms as the “I-94 Planning Area” comprised of approximately 2500 acres of territory located in the Town of Paris that would be subject to a home-rule jurisdiction

transfer into the Village of Somers; and

WHEREAS, on April 14, 2016, the City filed a complaint with the Kenosha County Circuit Court that would become case 16-CV-480 challenging the validity and implementation of the 2016 Paris-Somers IGA; and

WHEREAS, the boundaries of the Village at the time of adoption of this Resolution are the same as they were on April 6, 2016; and

WHEREAS, Kenosha County Circuit Court case number 16-CV-480 is generally styled Joseph Kolnik, Vicky Kolnik, Donis L. Taylor, and Mandy P. Taylor, and the City of Kenosha, Wisconsin, as Plaintiffs (with the City also being a counterclaim defendant); and Mars Cheese Castle, Inc., Ventura Family Limited Partnership, and Tyson and Cynthia Wehrmeister, as Intervenor, versus the Village of Somers; George Stoner, Allen G. Brokmeier, Richard Heinisch, David M. Geertsen, Joe Cardinali, Karl J. Ostby, and Jack Aupperle (being sued in their official capacities as Trustees of the Village); and the Town of Paris and Beverly McCumber (in her official capacity as Town of Paris Clerk), Defendants/Third-Party Plaintiffs; and Kenosha County, which is listed as an Involuntary Third-Party Plaintiff; such that the governments of the City of Kenosha, Village of Somers, Town of Paris, and County of Kenosha are involved; and

WHEREAS, the corridor of Interstate 94 within Kenosha County is poised for large-scale, quality development, that will increase tax base and bring quality jobs to the community; and

WHEREAS, the development of large-scale, quality development along the Interstate 94 corridor is dependent a number of significant, cooperative factors such as municipal water and sanitary sewer supplied by the Kenosha Water Utility; and

WHEREAS, the development of large-scale, quality development along the

Interstate 94 corridor is hampered by the uncertainties associated with the litigation between the government parties to Kenosha County Circuit Court case number 16-CV-480; and

WHEREAS, to remove the uncertainties associated with the litigation between the government parties and facilitate the beneficial development along the Interstate 94 corridor, elected officials for the City of Kenosha, County of Kenosha, Town of Paris, and the Village of Somers met over the span of two months in an attempt to provide a framework by which a cooperative plan/intergovernmental agreement could be prepared; and

WHEREAS, the efforts of those elected officials resulted in the in a document dated October 5, 2016, and entitled "Memorandum of Understanding for Proposed Agreement Between the City of Kenosha, the Kenosha Water Utility, Village of Somers and the Town of Paris Relating to the Transfer of Certain Lands from the Town of Paris the City of Kenosha and the Village of Somers and Related Issues" (hereinafter "the Memorandum of Understanding") and which is attached hereto as Exhibit A, and which was designed to be the framework for a comprehensive, cooperative, intergovernmental agreement; and

WHEREAS, although the Memorandum of Understanding identifies points of agreement on many major issues, there remain significant details of an agreement or agreements that still need to be negotiated.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that the Mayor, with the assistance of such City and Kenosha Water Utility staff as may be necessary, is authorized pursuant to Section 66.0307(4), Wisconsin Statutes, to participate with the Village of Somers and the Town of Paris in the preparation of a cooperative plan, under the guidance of the Common Council and the City Plan Commission.

BE IT FURTHER RESOLVED that the preparation of the cooperative plan will consider the Memorandum of Understanding, which is attached hereto as Exhibit A, and through the cooperative plan preparation, call for the implementation of provisions of the Memorandum of Understanding to the extent it is possible, with the specific exception that the process will follow Subsection 66.0307(4), Wisconsin Statutes, rather than the process in Subsection 66.0307(4m).

BE IT FURTHER RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that the Mayor, with the assistance of such City staff as may be necessary, is also authorized pursuant to Section 66.0301, Wisconsin Statutes, to participate with the County of Kenosha and/or the Kenosha Water Utility and such other entities as are necessary, in the preparation of an intergovernmental cooperation agreement integrated with the preparation authorized by this Resolution of the cooperative plan being developed with the Village of Somers and Town of Paris.

BE IT FURTHER RESOLVED that the preparation of the cooperative plan and the intergovernmental cooperation agreement should attempt to address the following:

- creating a new cooperative agreement between the City, Village, and Town;
- creating a new agreement between the Water Utility and Village regarding water and sanitary sewer service (respecting and referencing the 2005 Water Utility-Town of Somers IGA);
- creating a new agreement between the Water Utility and Town of Paris regarding uncontested expansion of the water and sewer service areas to areas identified as growth areas in Exhibit A;
- amending the 2005 City-Town of Somers Cooperative Plan;

- amending the 2005 Water Utility-Somers IGA;
- amending or vacating the 2016 Paris-Somers agreement;
- vacating or acknowledging void status of the 2014 City-Paris-County agreement;
- creating an intergovernmental agreement to transfer home rule and maintenance jurisdiction of County Trunk Highway N (west of Interstate Highway 94) from the County to the City;
- settling the intergovernmental disputes alleged in the pleadings of Kenosha County Circuit Court case number 16-CV-480; and
- providing for a mechanism to protect the Kenosha Water Utility's interests should the State take any legislative action to affect the Kenosha Water Utility's portion of the contract.

BE IT FURTHER RESOLVED that the Mayor is authorized to take such other action he deems necessary to accomplish the intended purposes of this Resolution.

BE IT FURTHER RESOLVED that the City Clerk/Treasurer is directed to give notice of this Resolution, in writing, within five (5) days of its adoption, to the parties specified in § 66.0307(4)(a), Wisconsin Statutes, and to the Kenosha County Executive, the Clerk for the Village of Somers, the Clerk for the Town of Paris, the Clerk for the Town of Somers, and the General Manager for the Kenosha Water Utility.

Adopted this 7th day of November, 2016.

ATTEST:  City Clerk
DEBRA L. SALAS

APPROVED:  Mayor
JOHN M. ANTARAMIAN

Date: 11/11/16

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney



(Rev. 10/3/16)

Page 1

MEMORANDUM OF UNDERSTANDING
FOR PROPOSED
AGREEMENT BETWEEN THE CITY OF KENOSHA,
THE VILLAGE OF SOMERS AND THE TOWN OF PARIS
RELATING TO THE TRANSFER OF CERTAIN LANDS FROM
THE TOWN OF PARIS TO THE CITY OF KENOSHA AND
TO THE VILLAGE OF SOMERS AND RELATED ISSUES

October 4, 2016

1. **City of Kenosha** – The City of Kenosha, Wisconsin, a municipal corporation organized and existing under the laws of the State of Wisconsin, maintaining offices at 625 52nd Street, Kenosha, Wisconsin (hereinafter referred to as “City”).
2. **Village of Somers** – The Village of Somers, Wisconsin, a municipal corporation organized and existing under the laws of the State of Wisconsin, maintaining offices at 7511 12th Street, Somers, Wisconsin (hereinafter referred to as “Village”).
3. **Town of Paris** – The Town of Paris, Wisconsin, a municipal corporation organized and existing under the laws of the State of Wisconsin, maintaining offices at 16607 Burlington Road, Paris, Wisconsin (hereinafter referred to as “Town”).
- 3(a) **Kenosha Water Utility** – The Kenosha Water Utility, a Wisconsin water utility organized and existing under the laws of the State of Wisconsin, maintaining offices at 4401 Green Bay Road, Kenosha Wisconsin (hereinafter referred to as “KWU”).
4. **Purpose of Agreement** – To develop the framework for a “Binding Resolution” between the parties which would be used to enter into agreements pursuant to §66.0307(4m) and/or §66.0301, Wis. Stats., for the approval of the transfer of certain lands in an orderly manner over a definitive period of time from the Town to the City and to the Village.

The parties hereby agree that upon approval of the “Binding Resolution”, annexations, water/sanitary sewer issues, sanitary sewer service area expansion, and all other provisions as permissible by law become effective.

5. **Boundaries** – Permanent boundaries shall be established for all parties to the agreements following a fifty (50) year planning period as depicted on the attached Exhibit “A” pursuant to §66.0307, Wis. Stats. No owner of real property located within the planning area shall be forced to attach. All attachments shall be by unanimous consent of the owners. There shall be no leveraged attachments. No party will object to any such attachment provisions. At the conclusion of the fifty (50) year planning period, all lands located within the planning area as depicted on the attached Exhibit “A” shall, upon passage of an attachment ordinance by the City or Village, become part of the City or Village to the extent not already attached to the City or Village by intermediate attachments.

All costs associated with municipal water/sewer main extensions shall be paid by the Village.

- 8(a). **2005 Kenosha/Somers IGA** – City/KWU will forgive and forego any current breaches under the 2005 §66.0307, Wis. Stats. Intergovernmental Agreement between the City/KWU and the Town/Village, relative to connection points for its municipal water or sanitary sewer. Specifically, the requirement of the Town/Village to connect all current sanitary sewers into master meters.
- 8(b). **2016 Somers/Paris IGA** – The Village and Town hereby agree to amend the existing IGA to the degree necessary to fully harmonize that agreement with the intent of this MOU. This shall include rescinding the portion of the IGA related to boundaries.
- 8(c). **Wholesale Water/Sewer Service** – Somers Town/Village shall not provide wholesale water/sewer service outside of its boundaries.
9. **Revenue Sharing** – Village and Town will enter into an agreement for revenue sharing upon development of those areas denominated on the attached Exhibit “A” which areas are either currently located within the Village.
10. **Formal Documents** – The implementation of the “Binding Resolution” and the §66.0307 IGA contemplated herein shall be accomplished as soon as possible.

The Parties agree to proceed immediately towards approval of the “Binding Resolution”, and upon its approval, agree to proceed as soon as possible towards approval of the §66.0307 IGA.

These agreements shall contain the terms set out in this MOU as well as the usual provisions, representations, covenants and warranties ordinarily included in such agreements and as are reasonably required by law or the Wisconsin Department of Administration (DOA). Each party will bear its own costs of negotiating, preparing and completing these agreements.

11. **Due Diligence** – All parties will conduct due diligence relative to their various interests in pursuing and concluding the agreements contemplated herein.
12. **Status of this Letter of Intent** – This MOU is non-binding. By signing this MOU, each party evinces a non-binding intent to use their best efforts to negotiate, agree, and complete the agreements on terms consistent with this MOU as soon as practicable. This MOU will be subject to review by each party’s respective advisors, and approval by each party’s elected representatives, City Council, Village Board or Town Supervisors, Board of Water Commissioners, as applicable.


Dated this 5th day of October, 2016.

CITY OF KENOSHA

By: 
John Antaramian, Mayor

Dated this 5th day of October, 2016.

KENOSHA WATER UTILITY

By: 
Edward St. Peter, General Manager

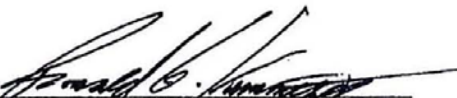
Dated this 5th day of October, 2016.

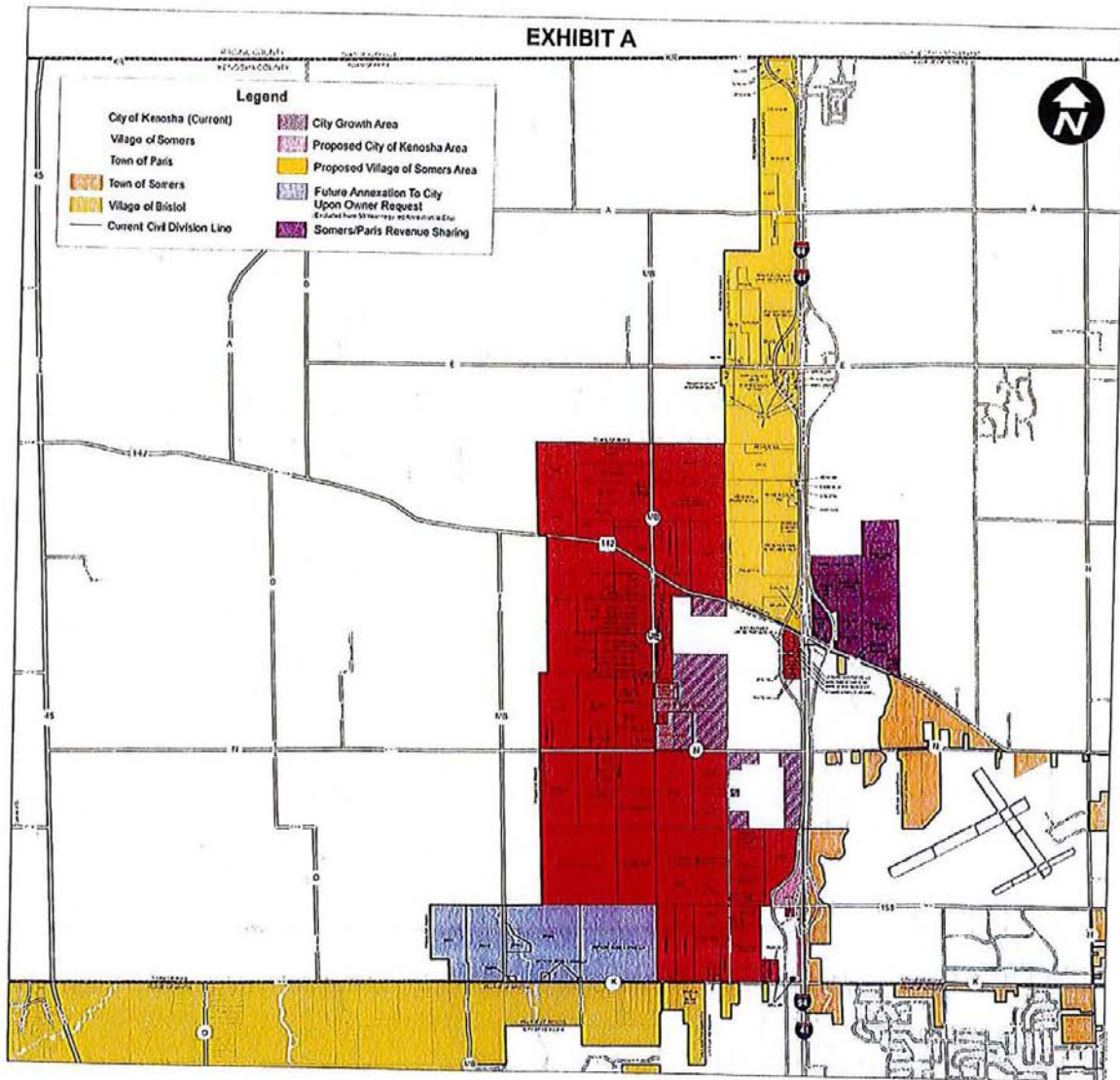
VILLAGE OF SOMERS

By: 
George Stoner, President

Dated this 5th day of October, 2016.

TOWN OF PARIS

By: 
Ronald Kammerzelt, Supervisor



K-2 Initial Authorizing Resolutions – Village of Somers

RESOLUTION NO. 2016 - 029

TO AUTHORIZE THE PRESIDENT TO PARTICIPATE WITH THE CITY OF KENOSHA, TOWN OF PARIS, VILLAGE OF SOMERS, COUNTY OF KENOSHA, THE KENOSHA WATER UTILITY, AND/OR THE TOWN OF SOMERS, IN AN INTERGOVERNMENTAL COOPERATION AGREEMENT OR AGREEMENTS PURSUANT TO SECTIONS 66.0301 AND 66.0307, WISCONSIN STATUTES, WHICH MAY INCLUDE THE SETTLEMENT OF THE PENDING LITIGATION

WHEREAS, the Town Board of the Town of Somers on February 22, 2005, and the Common Council of the City of Kenosha on March 7, 2005, adopted a cooperative plan pursuant to Section 66.0307 of the Wisconsin Statutes (hereinafter "the 2005 City-Town of Somers Cooperative Plan"); and,

WHEREAS, the Wisconsin Department of Administration approved the 2005 City-Town of Somers Cooperative Plan on August 8, 2005; and,

WHEREAS, the Town Board of the Town of Somers on or about February 22, 2005, along with the Town of Somers Water Utility, the Town of Somers Sewer Utility District, and the Kenosha Water Utility, entered into an agreement for the provision of municipal water and sewer service to properties in the Town of Somers, east of Interstate Highway 94 (hereinafter "the 2005 Water Utility-Town of Somers IGA"); and,

WHEREAS, on June 9, 2014, the County of Kenosha, the City of Kenosha, and the Town of Paris entered into an intergovernmental cooperation agreement (hereinafter "the 2014 County-City-Paris IGA"); and

WHEREAS, the 2014 County-City-Paris IGA established an area that was described as the "City Growth Area" that was territory located in the Town of Paris that, while the 2014 County-

City-Paris IGA was in effect, would allow for annexations into the City of Kenosha of parcels in the City Growth area without objection from the Town of Paris; and

WHEREAS, a portion of the Town of Somers incorporated as the Village of Somers, for which a Certificate of Incorporation from the State of Wisconsin was issued on April 24, 2015; and

WHEREAS, in 2015, the Town Board of the Town of Somers and the Common Council of the City of Kenosha, pursuant to provisions of Section 66.0307 of the Wisconsin Statutes, amended the 2005 City-Town of Somers Cooperative Plan to bring portions of County Trunk Highways G and K into the jurisdiction of the City from the jurisdiction of the Town (which 2005 City-Town of Somers Cooperative Plan as amended in 2015 is hereinafter "the Kenosha-Somers Agreement"); and

WHEREAS, the Village and the Town of Somers entered into an Intergovernmental Cooperation Agreement on October 20, 2015, and the Village of Somers thereafter passed a resolution with the intent of becoming a party to the Kenosha-Somers Agreement; and

WHEREAS, the on April 7, 2016, the Town of Paris and the Village of Somers entered into an intergovernmental cooperation agreement pursuant to Section 66.0301, Wisconsin Statutes ("the 2016 Paris-Somers IGA"); and

WHEREAS, the 2016 Paris-Somers IGA included a provision creating an area that was described within its terms as the "I-94 Planning Area" comprised of approximately 2500 acres of territory located in the Town of Paris that would be subject to a home-rule jurisdiction transfer into the Village of Somers; and

WHEREAS, on April 14, 2016, the City filed a complaint with the Kenosha County Circuit Court that would become case 16-CV-480 challenging the validity and implementation of the 2016 Paris-Somers IGA; and

WHEREAS, the boundaries of the Village at the time of adoption of this Resolution are

the same as they were on April 6, 2016; and

WHEREAS, Kenosha County Circuit Court case number 16-CV-480 is generally styled Joseph Kolnik, Vicky Kolnik, Donis L. Taylor, and Mandy P. Taylor, and the City of Kenosha, Wisconsin, as Plaintiffs (with the City also being a counterclaim defendant); and Mars Cheese Castle, Inc., Ventura Family Limited Partnership, and Tyson and Cynthia Wehrmeister, as Intervenor, versus the Village of Somers; George Stoner, Allen G. Brokmeier, Richard Heinisch, David M. Geertsens, Joe Cardinali, Karl J. Ostby, and Jack Aupperle (being sued in their official capacities as Trustees of the Village); and the Town of Paris and Beverly McCumber (in her official capacity as Town of Paris Clerk), Defendants/Third-Party Plaintiffs; and Kenosha County, which is listed as an Involuntary Third-Party Plaintiff, such that the governments of the City of Kenosha, Village of Somers, Town of Paris, and County of Kenosha are involved; and

WHEREAS, the corridor of Interstate 94 within Kenosha County is poised for large-scale, quality development, that will increase tax base and bring quality jobs to the community; and

WHEREAS, the development of large-scale, quality development along the Interstate 94 corridor is dependent a number of significant, cooperative factors such as municipal water and sanitary sewer supplied by the Kenosha Water Utility; and

WHEREAS, the development of large-scale, quality development along the Interstate 94 corridor is hampered by the uncertainties associated with the litigation between the government parties to Kenosha County Circuit Court case number 16-CV-480; and

WHEREAS, to remove the uncertainties associated with the litigation between the government parties and facilitate the beneficial development along the Interstate 94 corridor, elected officials for the City of Kenosha, County of Kenosha, Town of Paris, and the Village of Somers met over the span of two months in an attempt to provide a framework by which a cooperative plan/intergovernmental agreement could be prepared; and

WHEREAS, the efforts of those elected officials resulted in the in a document dated

October 5, 2016, and entitled "Memorandum of Understanding for Proposed Agreement Between the City of Kenosha, the Kenosha Water Utility, Village of Somers and the Town of Paris Relating to the Transfer of Certain Lands from the Town of Paris the City of Kenosha and the Village of Somers and Related Issues" (hereinafter "the Memorandum of Understanding") and which is attached hereto as Exhibit A, and which was designed to be the framework for a comprehensive, cooperative, intergovernmental agreement; and

WHEREAS, although the Memorandum of Understanding identifies points of agreement on many major issues, there remain significant details of an agreement or agreements that still need to be negotiated.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Somers, Wisconsin, that the President, with the assistance of such Village staff as may be necessary, is authorized pursuant to Section 66.0307(4), Wisconsin Statutes, to participate with the City of Kenosha and the Town of Paris in the preparation of a cooperative plan, under the guidance of Village Board and the Village Plan Commission.

BE IT FURTHER RESOLVED that the preparation of the cooperative plan will consider the Memorandum of Understanding, which is attached hereto as Exhibit A, and through the cooperative plan preparation, call for the implementation of provisions of the Memorandum of Understanding to the extent it is possible, with the specific exception that the process will follow Subsection 66.0307(4), Wisconsin Statutes, rather than the process in Subsection 66.0307(4m).

BE IT FURTHER RESOLVED by the Village Board of the Village of Somers, Wisconsin, that the President, with the assistance of such Village staff as may be necessary, is also authorized pursuant to Section 66.0301, Wisconsin Statutes, to participate with the County of Kenosha and/or the Kenosha Water Utility and such other entities as are necessary, in the preparation of an intergovernmental cooperation agreement integrated with the preparation authorized by this Resolution of the cooperative plan being developed with the City of Kenosha and Town of Paris.

BE IT FURTHER RESOLVED that the preparation of the cooperative plan and the intergovernmental cooperation agreement should attempt to address the following:

- creating a new cooperative agreement between the City, Village, and Town;
- creating a new agreement between the Water Utility and Village regarding water and sanitary sewer service (respecting and referencing the 2005 Water Utility-Town of Somers IGA);
- creating a new agreement between the Water Utility and Town of Paris regarding uncontested expansion of the water and sewer service areas to areas identified as growth areas in Exhibit A;
- amending the 2005 City-Town of Somers Cooperative Plan;
- amending the 2005 Water Utility-Somers IGA;
- amending or vacating the 2016 Paris-Somers agreement;
- vacating or acknowledging void status of the 2014 City-Paris-County agreement;
- creating an intergovernmental agreement to transfer home rule and maintenance jurisdiction of County Trunk Highway N (west of Interstate Highway 94) from the County to the City;
- settling the intergovernmental disputes alleged in the pleadings of Kenosha County Circuit Court case number 16-CV-480; and
- providing for a mechanism to protect the Kenosha Water Utility's interests should the State take any legislative action to affect the Kenosha Water Utility's portion of the contract.

BE IT FURTHER RESOLVED that the President is authorized to take such other action he deems necessary to accomplish the intended purposes of this Resolution.

~~**BE IT FURTHER RESOLVED**~~ that the Village Clerk/Treasurer is directed to give notice of this Resolution, in writing, within five (5) days of its adoption, to the parties specified in § 66.0307(4)(a), Wisconsin Statutes, and to the Kenosha County Executive, the Clerk for the City of Kenosha, the Clerk for the Town of Paris, the Clerk for the Town of Somers, and the General Manager

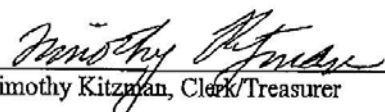
for the Kenosha Water Utility.

Adopted this 25 day of Oct., 2016.

VILLAGE OF SOMERS



By: 
George Stoner, President

Attest: 
Timothy Kitzman, Clerk/Treasurer

K-3 Initial Authorizing Resolutions – Town of Paris

RESOLUTION NO. 2016-10-25

TO AUTHORIZE A TOWN BOARD MEMBER TO PARTICIPATE WITH THE TOWN OF PARIS, VILLAGE OF SOMERS, COUNTY OF KENOSHA, THE KENOSHA WATER UTILITY, AND/OR THE TOWN OF SOMERS, IN AN INTERGOVERNMENTAL COOPERATION AGREEMENT OR AGREEMENTS PURSUANT TO SECTIONS 66.0301 AND/OR 66.0307, WISCONSIN STATUTES, WHICH MAY INCLUDE THE SETTLEMENT OF THE PENDING LITIGATION

WHEREAS, the Town Board of the Town of Somers on February 22, 2005, and the Common Council of the City of Kenosha on March 7, 2005, adopted a cooperative plan pursuant to Section 66.0307 of the Wisconsin Statutes (hereinafter "the 2005 City-Town of Somers Cooperative Plan"), which is incorporated herein by reference; and,

WHEREAS, the Wisconsin Department of Administration approved the 2005 City-Town of Somers Cooperative Plan on August 8, 2005; and,

WHEREAS, the Town Board of the Town of Somers on or about February 22, 2005, along with the Town of Somers Water Utility, the Town of Somers Sewer Utility District, and the Kenosha Water Utility, entered into an agreement for the provision of municipal water and sewer service to properties in the Town of Somers, east of Interstate Highway 94 (hereinafter "the 2005 Water Utility-Town of Somers IGA"), which is incorporated herein by reference; and,

WHEREAS, on June 9, 2014, the County of Kenosha, the City of Kenosha, and the Town of Paris entered into an intergovernmental cooperation agreement (hereinafter "the 2014 County-City-Paris IGA"); and

WHEREAS, the 2014 County-City-Paris IGA established an area that was described as the "City Growth Area" that was territory located in the Town of Paris that, while the 2014 County-City-Paris IGA was in effect, would allow for annexations into the City of Kenosha of parcels in the City Growth area without objection from the Town of Paris; and

WHEREAS, a portion of the Town of Somers incorporated as the Village of Somers, for which a Certificate of Incorporation from the State of Wisconsin was issued on April 24, 2015; and

WHEREAS, in 2015, the Town Board of the Town of Somers and the Common Council of the City of Kenosha, pursuant to provisions of Section 66.0307 of the Wisconsin Statutes, amended the 2005 City-Town of Somers Cooperative Plan to bring portions of County Trunk Highways G and K into the jurisdiction of the City from the jurisdiction of the Town (which 2005 City-Town of Somers Cooperative Plan as amended in 2015 is hereinafter "the Kenosha-Somers Agreement"); and

WHEREAS, the Village and the Town of Somers entered into an Intergovernmental Cooperation Agreement on October 20, 2015, and the Village of Somers thereafter passed a resolution with the intent of becoming a party to the Kenosha-Somers Agreement; and

WHEREAS, on April 7, 2016, the Town of Paris and the Village of Somers entered into an intergovernmental cooperation agreement pursuant to Section 66.0301, Wisconsin Statutes ("the 2016 Paris-Somers IGA"); and

WHEREAS, the 2016 Paris-Somers IGA included a provision creating an area that was described within its terms as the "I-94 Planning Area" comprised of approximately 2500 acres of territory located in the Town of Paris that would be subject to a home-rule jurisdiction transfer into the Village of Somers; and

WHEREAS, on April 14, 2016, the City filed a complaint with the Kenosha County Circuit Court that would become case 16-CV-480 challenging the validity and implementation of the 2016 Paris-Somers IGA; and

WHEREAS, the boundaries of the Village at the time of adoption of this Resolution are the same as they were on April 6, 2016; and

WHEREAS, Kenosha County Circuit Court case number 16-CV-480 is generally styled Joseph Kolnik, Vicky Kolnik, Donis L. Taylor, and Mandy P. Taylor, and the City of Kenosha, Wisconsin, as Plaintiffs (with the City also being a counterclaim defendant); and Mars Cheese Castle,

Inc., Ventura Family Limited Partnership, and Tyson and Cynthia Wehrmeister, as Intervenor, versus the Village of Somers; George Stoner, Allen G. Brokmeier, Richard Heinisch, David M. Geertsen, Joe Cardinali, Karl J. Ostby, and Jack Aupperle (being sued in their official capacities as Trustees of the Village); and the Town of Paris and Beverly McCumber (in her official capacity as Town of Paris Clerk), Defendants/Third-Party Plaintiffs; and Kenosha County, which is listed as an Involuntary Third-Party Plaintiff; such that the governments of the City of Kenosha, Village of Somers, Town of Paris, and County of Kenosha are involved; and

WHEREAS, the corridor of Interstate 94 within Kenosha County is poised for large-scale, quality development, that will increase tax base and bring quality jobs to the community; and

WHEREAS, the development of large-scale, quality development along the Interstate 94 corridor is dependent on a number of significant, cooperative factors such as municipal water and sanitary sewer supplied by the Kenosha Water Utility; and

WHEREAS, the development of large-scale, quality development along the Interstate 94 corridor is hampered by the uncertainties associated with the litigation between the government parties to Kenosha County Circuit Court case number 16-CV-480; and

WHEREAS, to remove the uncertainties associated with the litigation between the government parties and facilitate the beneficial development along the Interstate 94 corridor, elected officials for the City of Kenosha, County of Kenosha, Town of Paris, and the Village of Somers met over the span of two months in an attempt to provide a framework by which a cooperative plan/intergovernmental agreement could be prepared; and

WHEREAS, the efforts of those elected officials resulted in the document dated October 5, 2016, and entitled "Memorandum of Understanding for Proposed Agreement Between the City of Kenosha, the Kenosha Water Utility, Village of Somers and the Town of Paris Relating to the Transfer of Certain Lands from the Town of Paris the City of Kenosha and the Village of Somers and Related Issues" (hereinafter "the Memorandum of Understanding"), and which is attached hereto as Exhibit A,

and which was designed to be the framework for a comprehensive, cooperative, intergovernmental agreement; and

WHEREAS, although the Memorandum of Understanding identifies points of agreement on many major issues, there remain significant details of an agreement or agreements that still need to be negotiated.

NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town of Paris, Wisconsin, that Town Board Supervisor, Ronald Kammerzelt, with the assistance of such Town staff and consultants as may be necessary, is authorized pursuant to Section 66.0307, Wisconsin Statutes, to participate with the Village of Somers and the City of Kenosha in the preparation of a cooperative plan, under the guidance of the Town Board and the Town Plan Commission.

BE IT FURTHER RESOLVED that the preparation of the cooperative plan will consider the Memorandum of Understanding, which is attached hereto as Exhibit A, and through the cooperative plan preparation, call for the implementation of provisions of the Memorandum of Understanding to the extent it is possible, with the specific exception that the process will follow Subsection 66.0307(4), Wisconsin Statutes, rather than the process in Subsection 66.0307(4m).

BE IT FURTHER RESOLVED by the Town Board of the Town of Paris, Wisconsin, that Supervisor Kammerzelt, with the assistance of such Town staff and consultants as may be necessary, is authorized pursuant to Section 66.0301, Wisconsin Statutes, to participate with the County of Kenosha and/or the Kenosha Water Utility and such other entities as are necessary, in the preparation of an intergovernmental cooperation agreement integrated with the preparation authorized by this Resolution of the cooperative plan being developed with the Village of Somers and City of Kenosha.

BE IT FURTHER RESOLVED that the preparation of the cooperative plan and the intergovernmental cooperation agreement should attempt to address the following:

- creating a new cooperative agreement between the City, Village, and Town;
- creating a new agreement between the Water Utility and Village regarding water and

sanitary sewer service (respecting and referencing the 2005 Water Utility-Town of Somers IGA);

- creating a new agreement between the Water Utility and Town of Paris regarding uncontested expansion of the water and sewer service areas to areas identified as growth areas in Exhibit A;
- amending the 2005 City-Town of Somers Cooperative Plan;
- amending the 2005 Water Utility-Somers IGA;
- amending or vacating the 2016 Paris-Somers agreement;
- vacating or acknowledging void status of the 2014 City-Paris-County agreement;
- creating an intergovernmental agreement to transfer home rule and maintenance jurisdiction of County Trunk Highway N (west of Interstate Highway 94) from the County to the City;
- settling the intergovernmental disputes alleged in the pleadings of Kenosha County Circuit Court case number 16-CV-480; and
- providing for compensation to the Kenosha Water Utility should the State take any legislative action to affect the Kenosha Water Utility's portion of the contract.

BE IT FURTHER RESOLVED that Supervisor Kammerzelt is authorized to take such other action he deems necessary to accomplish the intended purpose of this Resolution.

BE IT FURTHER RESOLVED that the Town Clerk/Treasurer is directed to give notice of this Resolution, in writing, within five (5) days of its adoption, to the parties specified in § 66.0307(4)(a), Wisconsin Statutes, and to the Kenosha County Executive, the Clerk for the Village of Somers, the Clerk for the City of Kenosha, the Clerk for the Town of Somers, and the General Manager for the Kenosha Water Utility.

Oct 28 16:09:17a

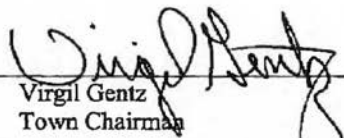
Town of Paris


1-262-859-3008

p.6

Adopted this 25 day of October, 2016.

TOWN OF PARIS

By: 
Virgil Gentz
Town Chairman

Attest: 
Beverly McCumber
Town Clerk/Treasurer

MEMORANDUM OF UNDERSTANDING
FOR PROPOSED AGREEMENT BETWEEN
THE CITY OF KENOSHA,
THE KENOSHA WATER UTILITY,
THE VILLAGE OF SOMERS AND THE TOWN OF PARIS
RELATING TO THE TRANSFER OF CERTAIN LANDS FROM
THE TOWN OF PARIS TO THE CITY OF KENOSHA AND
TO THE VILLAGE OF SOMERS AND RELATED ISSUES

October 5, 2016

1. **City of Kenosha** – The City of Kenosha, Wisconsin, a municipal corporation organized and existing under the laws of the State of Wisconsin, maintaining offices at 625 52nd Street, Kenosha, Wisconsin (hereinafter referred to as “City”).
2. **Village of Somers** – The Village of Somers, Wisconsin, a municipal corporation organized and existing under the laws of the State of Wisconsin, maintaining offices at 7511 12th Street, Somers, Wisconsin (hereinafter referred to as “Village”).
3. **Town of Paris** – The Town of Paris, Wisconsin, a municipal corporation organized and existing under the laws of the State of Wisconsin, maintaining offices at 16607 Burlington Road, Paris, Wisconsin (hereinafter referred to as “Town”).
- 3(a) **Kenosha Water Utility** – The Kenosha Water Utility, a Wisconsin water utility organized and existing under the laws of the State of Wisconsin, maintaining offices at 4401 Green Bay Road, Kenosha Wisconsin (hereinafter referred to as “KWU”).
4. **Purpose of this MOU** – To develop the framework for a “Binding Resolution” between the parties which would be used to enter into agreements pursuant to §66.0307(4m) and/or §66.0301, Wis. Stats., for the approval of the transfer of certain lands in an orderly manner over a definitive period of time from the Town to the City and to the Village.

The parties hereby agree that upon approval of the “Binding Resolution”, annexations, water/sanitary sewer issues, sanitary sewer service area expansion, and all other provisions as agreed to in this MOU and as permissible by law become effective.

5. **Boundaries** – Permanent boundaries shall be established for all parties to the agreements following a fifty (50) year planning period as depicted on the attached Exhibit “A” pursuant to §66.0307, Wis. Stats. No owner of real property located within the planning area shall be forced to attach. All attachments shall be by unanimous consent of the owners. There shall be no leveraged attachments. No party will object to any such attachment provisions. At the conclusion of the fifty (50) year planning period, all lands located within the planning area as depicted on the attached Exhibit “A” shall, upon passage of an attachment ordinance by the City or Village, become part of the City or Village to the extent not already attached to the City or Village by intermediate

attachments.

Properties as shown in exhibit "A" along the southern boundary of Paris shall not be part of the permanent boundaries. These properties shall be annexed into the City of Kenosha only upon the request of the property owners. Paris shall cooperate with these annexations. No leveraged annexations are allowed in this zone.

The Parties shall not enter into any other agreements regarding the boundaries of the parties until adoption of the 66.0307(4m) boundary agreement.

6. **Dismissal of Litigation** – The City, the Village and the Town shall take such steps as are necessary to dismiss all pending litigation, restraining orders, claims, or injunctions between the parties relative to matters herein.

The parties understand that dismissal of litigation includes forgiveness of the \$500,000 to be paid by the City to Paris as part of the Paris/City/County 2014 IGA. Somers and Paris will include this item as part of separate negotiations to amend the Paris/Somers 2016 IGA.

The parties agree to jointly request an adjournment to the October 10, 2016 hearing before Judge Koss for a period of at least 45 days.

7. **Water and Sewer Approvals** - Upon approval of the "Binding Resolution" the City shall make a request to the Southeastern Wisconsin Regional Planning Commission (SEWRPC) and Wisconsin Department of Natural Resources (WDNR) to add to the KWU sanitary sewer service area the area shown in Exhibit A. The Town will support this request.

The City and KWU shall support the Village in any obtaining WDNR Great Lakes Compact approval for water diversion west of the subcontinental divide.

The City and KWU shall not object to a DNR reversal of the revocation of Lake Michigan water diversion authority to supply water to the Village West of the subcontinental divide.

8. **Water Utility Service Points** – City and KWU shall provide municipal water/sanitary sewer service connection points at two permanent sites, (a) and (b), and a third temporary site at (c):
 - (a) West of I-94 location to be determined by the Village; and
 - (b) East of I-94 at the "Amazon Site"; and
 - (c) At a point South of CTH "S" and CTH "H".

All costs associated with municipal water/sewer main extensions shall be paid by the Village.

- 8(a). **2005 Kenosha/Somers IGA** – City/KWU will forgive and forego any current breaches under the 2005 §66.0307, Wis. Stats. Intergovernmental Agreement between the City/KWU and the Town/Village, relative to connection points for its municipal water or sanitary sewer. Specifically, the requirement of the Town/Village to connect all current sanitary sewers into master meters.
- 8(b). **2016 Somers/Paris IGA** – The Village and Town hereby agree to amend the existing IGA to the degree necessary to fully harmonize that agreement with the intent of this MOU. This shall include rescinding the portion of the IGA related to boundaries.
- 8(c). **Wholesale Water/Sewer Service** – Somers Town/Village shall not provide wholesale water/sewer service outside of its boundaries.
9. **Revenue Sharing** – Village and Town will enter into an agreement for revenue sharing upon development of those areas denominated on the attached Exhibit “A” which areas are either currently located within the Village.
10. **Formal Documents** – The implementation of the “Binding Resolution” and the §66.0307 IGA contemplated herein shall be accomplished as soon as possible.

The Parties agree to proceed immediately towards approval of the “Binding Resolution”, and upon its approval, agree to proceed as soon as possible towards approval of the §66.0307 IGA.

These agreements shall contain the terms set out in this MOU as well as the usual provisions, representations, covenants and warranties ordinarily included in such agreements and as are reasonably required by law or the Wisconsin Department of Administration (DOA). Each party will bear its own costs of negotiating, preparing and completing these agreements.

11. **Due Diligence** – All parties will conduct due diligence relative to their various interests in pursuing and concluding the agreements contemplated herein.
12. **Status of this Letter of Intent** – This MOU is non-binding. By signing this MOU, each party evinces a non-binding intent to use their best efforts to negotiate, agree, and complete the agreements on terms consistent with this MOU as soon as practicable. This MOU will be subject to review by each party’s respective advisors, and approval by each party’s elected representatives, City Council, Village Board or Town Supervisors, Board of Water Commissioners, as applicable.


Dated this 5th day of October, 2016.

CITY OF KENOSHA

By: 
John Antaramian, Mayor

Dated this 5th day of October, 2016.

KENOSHA WATER UTILITY

By: 
Edward St. Peter, General Manager

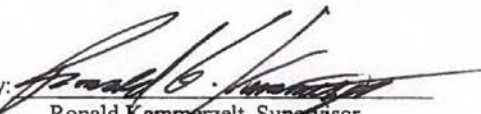
Dated this 5th day of October, 2016.

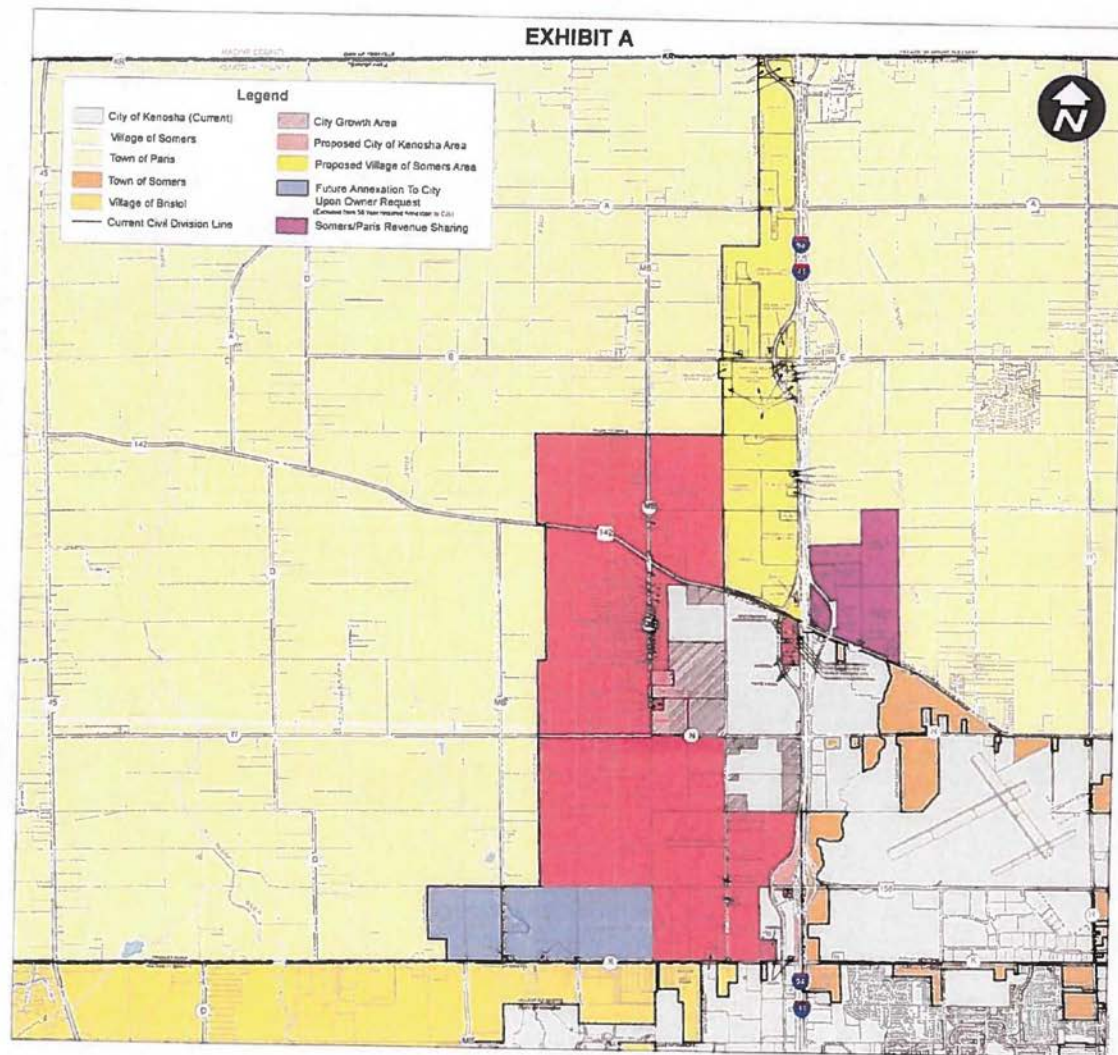
VILLAGE OF SOMERS

By: 
George Stoner, President

Dated this 5th day of October, 2016.

TOWN OF PARIS

By: 
Ronald Kammerzelt, Supervisor



L-1 Attest By Affidavit of City Clerk Authorizing Resolutions Were Sent Pursuant to Subparagraphs 66.0307(4)(a)(1-4), Wis. Stats.

COUNTY OF KENOSHA)
:SS
STATE OF WISCONSIN)

AFFIDAVIT

Debra L. Salas, being first duly sworn under oath, hereby states:

1. I am the City Clerk/Treasurer for the City of Kenosha, Wisconsin, and have held that position at all times relevant.
2. At a properly convened meeting of the Common Council for the City of Kenosha on November 7, 2016, said Common Council adopted Resolution 138-16, entitled "To Authorize the Mayor to Participate with the Town of Paris, Village of Somers, County of Kenosha, the Kenosha Water Utility, and/or the Town of Somers, in an Intergovernmental Cooperation Agreement or Agreements Pursuant to Sections 66.0301 and 66.0307, Wisconsin Statutes, Which May Include the Settlement of the Pending Litigation."
3. On November 14, 2016, pursuant to the requirements of Resolution 138-16 and pursuant to the requirements of Wis. Stat. §66.0307(4), I caused to be mailed a copy of said Resolution to all parties identified in the distribution list attached hereto.

Dated at Kenosha Wisconsin, this 8 day of June, 2017.



Debra L. Salas
City Clerk/Treasurer for the City of Kenosha

Subscribed and sworn before me
this 8 day of June, 2017



Edward R. Antaramian
Notary Public, Kenosha County, WI
My Commission is permanent.

TO: Mr. Jim Kreuser
Kenosha County Executive
1010 56th St.
Kenosha WI 53140

Jane M. Romanowski, Village Clerk
Village of Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, WI 53158-6719

Wisconsin Dept of Natural Resources
101 S. Webster Street
P.O. Box 7921
Madison, WI 53707-7921

Wisconsin Dept of Agriculture,
Trade and Consumer Protection
2811 Agriculture Drive
P.O. Box 8911
Madison, WI 53708-8911

Wisconsin Dept of Transportation
Southeast Region Office
141 NW Barstow Street
P.O. Box 798
Waukesha, WI 53187-0798

Mary T. Schuch-Krebs
Kenosha County Clerk
1010 56th Street
Kenosha, WI 53140

Kenosha County Dept. of Planning &
Development
9600 75th St., Ste.185-3
Bristol WI 53104

Southeastern Wisconsin Regional Planning
Commission
W239 N1812 Rockwood Drive
P.O. Box 1607
Waukesha, WI 53187-1607

Timothy Kitzman, Clerk/Treasurer
7511 12th Street
PO Box 197
Somers, WI 53171-0197

Beverly McCumber, Clerk/Treasurer
Town of Paris
16607 Burlington Road
Union Grove, WI 53182-9407

Linda Perona, Clerk/Treasurer
Town of Brighton
25000 Burlington Road
P.O. Box 249
Kansasville, WI 53139

Amy Klemko, Clerk/Treasurer
Village of Bristol
19801 83rd Street
Bristol, WI 53104-9601

Cynthia Dulaney, Clerk
Town of Salem
9814 Antioch Road
P.O. Box 443
Salem, WI 53168-9340

Emily Uhlenhake, Clerk/Treasurer
Village of Paddock Lake
6969 236th Avenue
Salem, WI 53168-9624

Vicki Galich, Clerk/Treasurer
Village of Silver Lake
113 S. 1st Street
Silver Lake, WI 53170-1724

Stephanie Kohlhagen, Clerk/Treasurer
Village of Mt. Pleasant
8811 Campus Drive
Mt. Pleasant, WI 53406

Janice Johnson-Martin, Clerk
City of Racine
730 Washington Avenue
Racine, WI 53403

Michael McKinney, Clerk/Treasurer
Town of Yorkville
925 15th Avenue
Union Grove, WI 53182

Camille Gerou, Clerk/Treasurer
Town of Dover
4110 S. Beaumont Avenue
Kansasville, WI 53139-9522

Kenosha Unified School District
3600 52nd Street
Kenosha WI 53144

Burlington Area School District
100 North Kane Street
Burlington, WI 53105

Bristol School District #1
20121 83rd Street
Bristol, WI 53104

Wheatland Joint #1 School District
6006 368th Avenue
Burlington, WI 53105

Silver Lake-Salem Joint School District #1
300 Prosser Street
P.O. Box 69
Silver Lake, WI 53170

Yorkville Joint #2 Elementary School Dist.
18621 Washington Avenue
Union Grove, WI 53182

Mary Cole, Administrator/Clerk/Treasurer
Village of Sturtevant
2801 89th Street
Sturtevant, WI 53177

Jill Kopp, Clerk/Treasurer
Village of Union Grove
925 15th Avenue
Union Grove, WI 53182

Gateway Technical College
3520 30th Avenue
Kenosha, WI 53144

Racine Unified School District
Attn: Clerk
3109 Mt. Pleasant Street
Racine, WI 53404

Paris Consolidated Joint #1 School District
Attn: Clerk
1901 176th Avenue
Kenosha, WI 53144

Brighton School District #1
1200 248th Avenue
Kansasville, WI 53139

Salem School District
8828 Antioch Road
P.O. Box 160
Salem, WI 53168

Trevor-Wilmot Consolidated Grade School
District
26325 Wilmot Road
Trevor, WI 53179

Union Grove Joint School Dist. #1
1745 Milldrum Street
Union Grove, WI 53182

Dover #1 School District, Kansasville Grade
School
4101 S. Beaumont Avenue
Kansasville, WI 53139

Waterford Graded School District
819 W. Main Street
Waterford, WI 53185

Central High School District of Westosha
24617 75th Street
P.O. Box 38
Salem, WI 53168

Wilmot Union High School
11112 308th Avenue
P.O. Box 8
Wilmot, WI 53192

Union Grove High School District
3433 South Colony Avenue
Union Grove, WI 53182

Kenosha Water Utility
4401 Green Bay Road
Kenosha, WI 53144

KR - Sewer District
7511 12th Street
P.O. Box 197
Somers, WI 53171

Somers Utility District #1
7511 12th Street
P.O. Box 197
Somers, WI 53171

Village of Bristol Utility District #1
19801 83rd Street
Bristol, WI 53104

Town of Salem Utility District 1
Attn: Clerk, Sewer Utility Office
9814 Antioch Road
P.O. Box 446
Salem, WI 53168

Town of Salem Utility District 2
Attn: Clerk, Sewer Utility Office
9814 Antioch Road
P.O. Box 446
Salem, WI 53168

City of Racine Waste Water Utility
Attn: Clerk
City Hall Annex Rm. 227
800 Center Street
Racine, WI 53403

Eagle Lake Sewer Utility District
Attn: Clerk
P.O. Box 595
Kansasville, WI 53139

Bristol District 3
Attn: Clerk
19801 83rd Street
Bristol, WI 53104

Bristol District 4
Attn: Clerk
19801 83rd Street
Bristol, WI 53104

Bristol Point
19801 83rd Street
Bristol, WI 53104

Paddock Lake Sewer Utility District
6969 236th Avenue
Salem, WI 53168

Silver Lake Utility District
113 S. 1st Street
Silver Lake, WI 53170-1724

Union Grove Wastewater Utility District
Attn: Clerk
925 15th Ave.
Union Grove WI 53182


L-2 Attest By Affidavits of Village Attorney Authorizing Resolutions Were Sent Pursuant to Subparagraphs 66.0307(4)(a)(1-4), Wis. Stats.

AFFIDAVIT OF SERVICE

STATE OF WISCONSIN)
) ss.
COUNTY OF KENOSHA)


The affiant, being sworn, says that affiant mailed a true copy of the documents entitled RESOLUTION NO. 2016-029 TO AUTHORIZE THE PRESIDENT TO PARTICIPATE WITH THE CITY OF KENOSHA, TOWN OF PARIS, VILLAGE OF SOMERS, COUNTY OF KENOSHA, THE KENOSHA WATER UTILITY, AND/OR THE TOWN OF SOMERS IN AN INTERGOVERNMENTAL COOPERATION AGREEMENT OR AGREEMENTS PURSUANT TO SECTIONS 66.0301 AND 66.0307, WISCONSIN STATUTES, WHICH MAY INCLUDE THE SETTLEMENT OF THE PENDING LITIGATION in this action to each of the persons named at the addresses shown below, by enclosing the same in an envelope which was postpaid for first-class handling, which bore the sender's return address of DAVISON LAW OFFICE, LTD., 1207 55th Street, Kenosha, Wisconsin 53140, and which affiant mailed in Kenosha, Wisconsin on November 4, 2016:

SEE ATTACHED MAILING LIST



Diane Pierce

Subscribed and sworn to before me
this 4th day of November, 2016.



Jeffrey M. Davison
Notary Public; Kenosha County, WI
My commission is permanent.

DAVISON LAW OFFICE, LTD.
1207 55th Street, Kenosha, Wisconsin 53140
Telephone No. (262) 657-5165 Fax No. (262) 657-5517 E-mail: dmltd@sbcglobal.net

Jane M. Romanowski, Clerk
Village of Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, WI 53158-6719

Vicki Galich, Clerk
Village of Silver Lake
113 S. 1st Street
Silver Lake, WI 53170-1724

Waterford Graded School District
Attn: Clerk
819 W. Main Street
Waterford, WI 53185

Union Grove Wastewater Utility Dist.
Attn: Clerk
925 15th Avenue
Union Grove, WI 53182

Paddock Lake Sewer Utility District
Attn: Clerk
6969 236th Avenue
Paddock Lake, WI 53168

Silver Lake Utility District
Attn: Clerk
113 S. 1st Street
Silver Lake, WI 53170-1724

AFFIDAVIT OF SERVICE

STATE OF WISCONSIN)
) ss.
COUNTY OF KENOSHA)


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SEE ATTACHED MAILING LIST



Diane Pierce

Subscribed and sworn to before me
this 28th day of October, 2016.



Jeffrey Davison
Notary Public; Kenosha County, WI
My commission is permanent.

DAVISON LAW OFFICE, LTD.
1207 55th Street, Kenosha, Wisconsin 53140
Telephone No. (262) 657-5165 Fax No. (262) 657-5517 E-mail: dmltd@sbcglobal.net

Wisconsin Dept of Administration
Division of Intergovernmental Services
101 E. Wilson Street, 9th Floor
P.O. Box 8944
Madison, WI 53708-8944

Wisconsin Dept of Transportation
Southeast Region Office
141 NW Barstow Street
P.O. Box 798
Waukesha, WI 53187-0798

Southeastern Wisconsin Regional
Planning Commission
W239 N1812 Rockwood Drive
P.O. Box 1607
Waukesha, WI 53187-1607

Gateway Technical College
Attn: Clerk
3520 30th Avenue
Kenosha, WI 53144

Beverly McCumber, Clerk/Treasurer
Town of Paris
16607 Burlington Road
Union Grove, WI 53182

Union Grove High School
Attn: Clerk
3433 South Colony
Union Grove, WI 53182

Salem Grade School
Attn: Clerk
8828 Antioch Road
P.O. Box 160
Salem, WI 53168

Bristol District 3
Attn: Clerk
19801 83rd Street
Bristol, WI 53104

Emily Uhlenhake, Clerk/Treasurer
Village of Paddock Lake
6969 236th Avenue
Paddock Lake, WI 53168

Salem Utility District 1
Attn: Clerk, Sewer Utility Office
9814 Antioch Road
P.O. Box 446
Salem, WI 53168

Wisconsin Dept of Natural Resources
101 S. Webster Street
P.O. Box 7921
Madison, WI 53707-7921

Mary T. Schuch-Krebs
Kenosha County Clerk
1010 56th Street
Kenosha, WI 53140

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Somers, WI 53171

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Paris Consolidated School Jt. Dist. 1
Attn: Clerk
1901 176th Avenue
Kenosha, WI 53144

Westosha Central High School
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24617 75th Street
Salem, WI 53168

Bristol School District 1
Attn: Clerk
20121 83rd Street
Bristol, WI 53104

Bristol District 4
Attn: Clerk
19801 83rd Street
Bristol, WI 53104

Brighton Elementary
Attn: Clerk
1200 248th Avenue
Kansasville, WI 53139

Cynthia Ernest, Clerk
Town of Salem
9814 Antioch Road
P.O. Box 443
Salem, WI 53168

Wisconsin Depart of Agriculture,
Trade and Consumer Protection
2811 Agriculture Drive
P.O. Box 8911
Madison, WI 53708-8911

Kenosha County Dept of Planning
& Development
19600 75th Street, Suite 185-3
Bristol, WI 53104

Unified School District
Attn: Clerk
3600 52nd Street
Kenosha WI 53144

Somers Utility District
Attn: Clerk
7511 12th Street
P.O. Box 197
Somers, WI 53171

Union Grove Joint School Dist. 1
Attn: Clerk
1745 Milldrum Street
Union Grove, WI 53182

Amy Klemko, Clerk/Treasurer
Village of Bristol
19801 83rd Street
Bristol, WI 53104

Bristol District 1
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Bristol, WI 53104

Bristol Point
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19801 83rd Street
Bristol, WI 53104

Wilmot Union High School
Attn: Clerk
11112 308th Avenue
P.O. Box 8
Wilmot, WI 53192

Wilmot Consolidated Grade School
Attn: Clerk
26325 Wilmot Road
Trevor, WI 53179

Riverview Joint School District
Attn: Clerk
300 Prosser Street
P.O. Box 69
Silver Lake, WI 53170

Linda Perona, Clerk/Treasurer
Town of Brighton
25000 Burlington Road
P.O. Box 249
Kansasville, WI 53159

Kenosha Water Utility
Attn: Clerk
4401 Green Bay Road
Kenosha, WI 53144

Eagle Lake Sanitary District
Attn: Clerk
P.O. Box 595
Kansasville, WI 53139

Jill Kopp, Clerk/Treasurer
Village of Union Grove
925 15th Avenue
Union Grove, WI 53182

Janice Johnson-Martin, Clerk
City of Racine
730 Washington Avenue
Racine, WI 53403

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6006 368th Avenue
Burlington, WI 53105

Burlington Area School District
Attn: Clerk
100 North Kane Street
Burlington, WI 53105

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Town of Dover
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Kansasville, WI 53139

Michael McKinney, Clerk/Treasurer
Town of Yorkville
925 15th Avenue
Union Grove, WI 53182

Stephanie Kohlhagen, Clerk/Treasurer
Village of Mt. Pleasant
8811 Campus Drive
Mt. Pleasant, WI 53406

City of Racine Waste Water Utility
Attn: Clerk
City Hall Annex Rm. 227
800 Center Street
Racine, WI 53403

Salem Utility District 2
Attn: Clerk, Sewer Utility Office
9814 Antioch Road
P.O. Box 446
Salem, WI 53168

Debra Salas, Clerk
City of Kenosha
625 52nd Street
Kenosha, WI 53140

Kansasville Elementary School Dist.
Attn: Clerk
4101 S. Beaumont Avenue
Kansasville, WI 53139

Yorkville J2 Elementary School Dist.
Attn: Clerk
18621 Washington Avenue
Union Grove, WI 53182

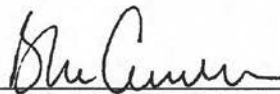
Mary Cole, Admin/Clerk/Treasurer
Village of Sturtevant
2801 89th Street
Sturtevant, WI 53177

Racine Unified District
Attn: Clerk
3109 Mt. Pleasant Street
Racine, WI 53404

L-3 Attest By Affidavit of Town Clerk Authorizing Resolutions Were Sent Pursuant to Subparagraphs 66.0307(4)(a)(1-4), Wis. Stats.

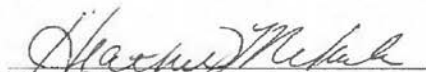
AFFIDAVIT OF MAILING

I, the undersigned, Beverly McCumber, certify that on October 28, 2016, I placed in the mail with the correct postage affixed on it, Resolution No. 2016-10-25, To Authorize a Town Board Member to Participate with the Town of Paris, Village of Somers, County of Kenosha, the Kenosha Water Utility, and/or the Town of Somers, in an Intergovernmental Cooperation Agreement or Agreements Pursuant to Sections 66.0301 and/or 66.0307, Wisconsin Statutes, Which May Include the Settlement of the Pending Litigation, along with a copy of referenced exhibit, copies of which are attached hereto, to the individuals and/or entities at their addresses listed on the attached document, to me known to be their correct mailing address.



Beverly McCumber

Subscribed and sworn to before me
this 28th day of October, 2016.



Notary Public, Racine County, WI

My Commission Expires: 10/28/19

HEATHER NIKULA
Notary Public
State of Wisconsin

Wisconsin Dept of Administration
Division of Intergovernmental Services
101 E. Wilson Street, 9th Floor
P.O. Box 8944
Madison, WI 53708-8944

Wisconsin Dept of Transportation
Southeast Region Office
141 NW Barstow Street
P.O. Box 798
Waukesha, WI 53187-0798

Southeastern Wisconsin Regional
Planning Commission
W239 N1812 Rockwood Drive
P.O. Box 1607
Waukesha, WI 53187-1607

Gateway Technical College
Attn: Clerk
3520 30th Avenue
Kenosha, WI 53144

Beverly McCumber, Clerk/Treasurer
Town of Paris
16607 Burlington Road
Union Grove, WI 53182

Union Grove High School
Attn: Clerk
3433 South Colony
Union Grove, WI 53182

Salem Grade School
Attn: Clerk
8828 Antioch Road
P.O. Box 160
Salem, WI 53168

Bristol District 3
Attn: Clerk
19801 83rd Street
Bristol, WI 53104

Emily Uhlenhake, Clerk/Treasurer
Village of Paddock Lake
6969 236th Avenue
Paddock Lake, WI 53168

Salem Utility District 1
Attn: Clerk, Sewer Utility Office
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P.O. Box 446
Salem, WI 53168

Wisconsin Dept of Natural Resources
101 S. Webster Street
P.O. Box 7921
Madison, WI 53707-7921

Mary T. Schuch-Krebs
Kenosha County Clerk
1010 56th Street
Kenosha, WI 53140

Timothy Kitzman, Clerk/Treasurer
7511 12th Street
PO Box 197
Somers, WI 53171

KR - Sewer District
Attn: Clerk
7511 12th Street
P.O. Box 197
Somers, WI 53171

Paris Consolidated School Jt. Dist. 1
Attn: Clerk
1901 176th Avenue
Kenosha, WI 53144

Westosha Central High School
Attn: Clerk
24617 75th Street
Salem, WI 53168

Bristol School District 1
Attn: Clerk
20121 83rd Street
Bristol, WI 53104

Bristol District 4
Attn: Clerk
19801 83rd Street
Bristol, WI 53104

Brighton Elementary
Attn: Clerk
1200 248th Avenue
Kansasville, WI 53139

Cynthia Ernest, Clerk
Town of Salem
9814 Antioch Road
P.O. Box 443
Salem, WI 53168

Wisconsin Dept of Agriculture,
Trade and Consumer Protection
2811 Agriculture Drive
P.O. Box 8911
Madison, WI 53708-8911

Kenosha County Dept of Planning
& Development
19600 75th Street, Suite 185-3
Bristol, WI 53104

Unified School District
Attn: Clerk
3600 52nd Street
Kenosha WI 53144

Somers Utility District
Attn: Clerk
7511 12th Street
P.O. Box 197
Somers, WI 53171

Union Grove Joint School Dist. 1
Attn: Clerk
1745 Milldrum Street
Union Grove, WI 53182

Amy Klemko, Clerk/Treasurer
Village of Bristol
19801 83rd Street
Bristol, WI 53104

Bristol District 1
Attn: Clerk
19801 83rd Street
Bristol, WI 53104

Bristol Point
Attn: Clerk
19801 83rd Street
Bristol, WI 53104

Wilmot Union High School
Attn: Clerk
11112 308th Avenue
P.O. Box 8
Wilmot, WI 53192

Wilmot Consolidated Grade School
Attn: Clerk
26325 Wilmot Road
Trevor, WI 53179

Riverview Joint School District
Attn: Clerk
300 Prosser Street
P.O. Box 69
Silver Lake, WI 53170

Linda Perona, Clerk/Treasurer
Town of Brighton
25000 Burlington Road
P.O. Box 249
Kansasville, WI 53159

Kenosha Water Utility
Attn: Clerk
4401 Green Bay Road
Kenosha, WI 53144

Eagle Lake Sanitary District
Attn: Clerk
P.O. Box 595
Kansasville, WI 53139

Jill Kopp, Clerk/Treasurer
Village of Union Grove
925 15th Avenue
Union Grove, WI 53182

Janice Johnson-Martin, Clerk
City of Racine
730 Washington Avenue
Racine, WI 53403

Wheatland Center School
Attn: Clerk
6006 368th Avenue
Burlington, WI 53105

Burlington Area School District
Attn: Clerk
100 North Kane Street
Burlington, WI 53105

Camille Gerou, Clerk/Treasurer
Town of Dover
4110 S. Beaumont Avenue
Kansasville, WI 53139

Michael McKinney, Clerk/Treasurer
Town of Yorkville
925 15th Avenue
Union Grove, WI 53182

Stephanie Kohlhausen, Clerk/Treasurer
Village of Mt. Pleasant
8811 Campus Drive
Mt. Pleasant, WI 53406

City of Racine Waste Water Utility
Attn: Clerk
City Hall Annex Rm. 227
800 Center Street
Racine, WI 53403

Salem Utility District 2
Attn: Clerk, Sewer Utility Office
9814 Antioch Road
P.O. Box 446
Salem, WI 53168

Debra Salas, Clerk
City of Kenosha
625 52nd Street
Kenosha, WI 53140

Kansasville Elementary School Dist.
Attn: Clerk
4101 S. Beaumont Avenue
Kansasville, WI 53139

Yorkville J2 Elementary School Dist.
Attn: Clerk
18621 Washington Avenue
Union Grove, WI 53182

Mary Cole, Admin/Clerk/Treasurer
Village of Sturtevant
2801 89th Street
Sturtevant, WI 53177

Racine Unified District
Attn: Clerk
3109 Mt. Pleasant Street
Racine, WI 53404

RESOLUTION NO. 2016-10-25

TO AUTHORIZE A TOWN BOARD MEMBER TO PARTICIPATE WITH THE TOWN OF PARIS, VILLAGE OF SOMERS, COUNTY OF KENOSHA, THE KENOSHA WATER UTILITY, AND/OR THE TOWN OF SOMERS, IN AN INTERGOVERNMENTAL COOPERATION AGREEMENT OR AGREEMENTS PURSUANT TO SECTIONS 66.0301 AND/OR 66.0307, WISCONSIN STATUTES, WHICH MAY INCLUDE THE SETTLEMENT OF THE PENDING LITIGATION

WHEREAS, the Town Board of the Town of Somers on February 22, 2005, and the Common Council of the City of Kenosha on March 7, 2005, adopted a cooperative plan pursuant to Section 66.0307 of the Wisconsin Statutes (hereinafter "the 2005 City-Town of Somers Cooperative Plan"), which is incorporated herein by reference; and,

WHEREAS, the Wisconsin Department of Administration approved the 2005 City-Town of Somers Cooperative Plan on August 8, 2005; and,

WHEREAS, the Town Board of the Town of Somers on or about February 22, 2005, along with the Town of Somers Water Utility, the Town of Somers Sewer Utility District, and the Kenosha Water Utility, entered into an agreement for the provision of municipal water and sewer service to properties in the Town of Somers, east of Interstate Highway 94 (hereinafter "the 2005 Water Utility-Town of Somers IGA"), which is incorporated herein by reference; and,

WHEREAS, on June 9, 2014, the County of Kenosha, the City of Kenosha, and the Town of Paris entered into an intergovernmental cooperation agreement (hereinafter "the 2014 County-City-Paris IGA"); and

WHEREAS, the 2014 County-City-Paris IGA established an area that was described as the "City Growth Area" that was territory located in the Town of Paris that, while the 2014 County-City-Paris IGA was in effect, would allow for annexations into the City of Kenosha of parcels in the City Growth area without objection from the Town of Paris; and

WHEREAS, a portion of the Town of Somers incorporated as the Village of Somers, for which a Certificate of Incorporation from the State of Wisconsin was issued on April 24, 2015; and

WHEREAS, in 2015, the Town Board of the Town of Somers and the Common Council of the City of Kenosha, pursuant to provisions of Section 66.0307 of the Wisconsin Statutes, amended the 2005 City-Town of Somers Cooperative Plan to bring portions of County Trunk Highways G and K into the jurisdiction of the City from the jurisdiction of the Town (which 2005 City-Town of Somers Cooperative Plan as amended in 2015 is hereinafter "the Kenosha-Somers Agreement"); and

WHEREAS, the Village and the Town of Somers entered into an Intergovernmental Cooperation Agreement on October 20, 2015, and the Village of Somers thereafter passed a resolution with the intent of becoming a party to the Kenosha-Somers Agreement; and

WHEREAS, on April 7, 2016, the Town of Paris and the Village of Somers entered into an intergovernmental cooperation agreement pursuant to Section 66.0301, Wisconsin Statutes ("the 2016 Paris-Somers IGA"); and

WHEREAS, the 2016 Paris-Somers IGA included a provision creating an area that was described within its terms as the "I-94 Planning Area" comprised of approximately 2500 acres of territory located in the Town of Paris that would be subject to a home-rule jurisdiction transfer into the Village of Somers; and

WHEREAS, on April 14, 2016, the City filed a complaint with the Kenosha County Circuit Court that would become case 16-CV-480 challenging the validity and implementation of the 2016 Paris-Somers IGA; and

WHEREAS, the boundaries of the Village at the time of adoption of this Resolution are the same as they were on April 6, 2016; and

WHEREAS, Kenosha County Circuit Court case number 16-CV-480 is generally styled Joseph Kolnik, Vicky Kolnik, Donis L. Taylor, and Mandy P. Taylor, and the City of Kenosha, Wisconsin, as Plaintiffs (with the City also being a counterclaim defendant); and Mars Cheese Castle,

Inc., Ventura Family Limited Partnership, and Tyson and Cynthia Wehrmeister, as Intervenor, versus the Village of Somers; George Stoner, Allen G. Brokmeier, Richard Heinisch, David M. Geertsens, Joe Cardinali, Karl J. Ostby, and Jack Aupperle (being sued in their official capacities as Trustees of the Village); and the Town of Paris and Beverly McCumber (in her official capacity as Town of Paris Clerk), Defendants/Third-Party Plaintiffs; and Kenosha County, which is listed as an Involuntary Third-Party Plaintiff; such that the governments of the City of Kenosha, Village of Somers, Town of Paris, and County of Kenosha are involved; and

WHEREAS, the corridor of Interstate 94 within Kenosha County is poised for large-scale, quality development, that will increase tax base and bring quality jobs to the community; and

WHEREAS, the development of large-scale, quality development along the Interstate 94 corridor is dependent on a number of significant, cooperative factors such as municipal water and sanitary sewer supplied by the Kenosha Water Utility; and

WHEREAS, the development of large-scale, quality development along the Interstate 94 corridor is hampered by the uncertainties associated with the litigation between the government parties to Kenosha County Circuit Court case number 16-CV-480; and

WHEREAS, to remove the uncertainties associated with the litigation between the government parties and facilitate the beneficial development along the Interstate 94 corridor, elected officials for the City of Kenosha, County of Kenosha, Town of Paris, and the Village of Somers met over the span of two months in an attempt to provide a framework by which a cooperative plan/intergovernmental agreement could be prepared; and

WHEREAS, the efforts of those elected officials resulted in the document dated October 5, 2016, and entitled "Memorandum of Understanding for Proposed Agreement Between the City of Kenosha, the Kenosha Water Utility, Village of Somers and the Town of Paris Relating to the Transfer of Certain Lands from the Town of Paris the City of Kenosha and the Village of Somers and Related Issues" (hereinafter "the Memorandum of Understanding"), and which is attached hereto as Exhibit A,

and which was designed to be the framework for a comprehensive, cooperative, intergovernmental agreement; and

WHEREAS, although the Memorandum of Understanding identifies points of agreement on many major issues, there remain significant details of an agreement or agreements that still need to be negotiated.

NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town of Paris, Wisconsin, that Town Board Supervisor, Ronald Kammerzelt, with the assistance of such Town staff and consultants as may be necessary, is authorized pursuant to Section 66.0307, Wisconsin Statutes, to participate with the Village of Somers and the City of Kenosha in the preparation of a cooperative plan, under the guidance of the Town Board and the Town Plan Commission.

BE IT FURTHER RESOLVED that the preparation of the cooperative plan will consider the Memorandum of Understanding, which is attached hereto as Exhibit A, and through the cooperative plan preparation, call for the implementation of provisions of the Memorandum of Understanding to the extent it is possible, with the specific exception that the process will follow Subsection 66.0307(4), Wisconsin Statutes, rather than the process in Subsection 66.0307(4m).

BE IT FURTHER RESOLVED by the Town Board of the Town of Paris, Wisconsin, that Supervisor Kammerzelt, with the assistance of such Town staff and consultants as may be necessary, is authorized pursuant to Section 66.0301, Wisconsin Statutes, to participate with the County of Kenosha and/or the Kenosha Water Utility and such other entities as are necessary, in the preparation of an intergovernmental cooperation agreement integrated with the preparation authorized by this Resolution of the cooperative plan being developed with the Village of Somers and City of Kenosha.

BE IT FURTHER RESOLVED that the preparation of the cooperative plan and the intergovernmental cooperation agreement should attempt to address the following:

- creating a new cooperative agreement between the City, Village, and Town;
- creating a new agreement between the Water Utility and Village regarding water and

sanitary sewer service (respecting and referencing the 2005 Water Utility-Town of Somers IGA);

- creating a new agreement between the Water Utility and Town of Paris regarding uncontested expansion of the water and sewer service areas to areas identified as growth areas in Exhibit A;
- amending the 2005 City-Town of Somers Cooperative Plan;
- amending the 2005 Water Utility-Somers IGA;
- amending or vacating the 2016 Paris-Somers agreement;
- vacating or acknowledging void status of the 2014 City-Paris-County agreement;
- creating an intergovernmental agreement to transfer home rule and maintenance jurisdiction of County Trunk Highway N (west of Interstate Highway 94) from the County to the City;
- settling the intergovernmental disputes alleged in the pleadings of Kenosha County Circuit Court case number 16-CV-480; and
- providing for compensation to the Kenosha Water Utility should the State take any legislative action to affect the Kenosha Water Utility's portion of the contract.

BE IT FURTHER RESOLVED that Supervisor Kammerzelt is authorized to take such other action he deems necessary to accomplish the intended purpose of this Resolution.

BE IT FURTHER RESOLVED that the Town Clerk/Treasurer is directed to give notice of this Resolution, in writing, within five (5) days of its adoption, to the parties specified in § 66.0307(4)(a), Wisconsin Statutes, and to the Kenosha County Executive, the Clerk for the Village of Somers, the Clerk for the City of Kenosha, the Clerk for the Town of Somers, and the General Manager for the Kenosha Water Utility.

Oct 28 16:09:17a

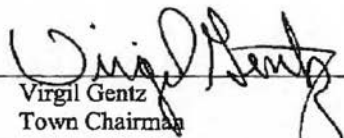
Town of Paris


1-262-859-3008

p.6

Adopted this 25 day of October, 2016.

TOWN OF PARIS

By: 
Virgil Gentz
Town Chairman

Attest: 
Beverly McCumber
Town Clerk/Treasurer

MEMORANDUM OF UNDERSTANDING
FOR PROPOSED AGREEMENT BETWEEN
THE CITY OF KENOSHA,
THE KENOSHA WATER UTILITY,
THE VILLAGE OF SOMERS AND THE TOWN OF PARIS
RELATING TO THE TRANSFER OF CERTAIN LANDS FROM
THE TOWN OF PARIS TO THE CITY OF KENOSHA AND
TO THE VILLAGE OF SOMERS AND RELATED ISSUES

October 5, 2016

1. **City of Kenosha** – The City of Kenosha, Wisconsin, a municipal corporation organized and existing under the laws of the State of Wisconsin, maintaining offices at 625 52nd Street, Kenosha, Wisconsin (hereinafter referred to as “City”).
2. **Village of Somers** – The Village of Somers, Wisconsin, a municipal corporation organized and existing under the laws of the State of Wisconsin, maintaining offices at 7511 12th Street, Somers, Wisconsin (hereinafter referred to as “Village”).
3. **Town of Paris** – The Town of Paris, Wisconsin, a municipal corporation organized and existing under the laws of the State of Wisconsin, maintaining offices at 16607 Burlington Road, Paris, Wisconsin (hereinafter referred to as “Town”).
- 3(a) **Kenosha Water Utility** – The Kenosha Water Utility, a Wisconsin water utility organized and existing under the laws of the State of Wisconsin, maintaining offices at 4401 Green Bay Road, Kenosha Wisconsin (hereinafter referred to as “KWU”).
4. **Purpose of this MOU** – To develop the framework for a “Binding Resolution” between the parties which would be used to enter into agreements pursuant to §66.0307(4m) and/or §66.0301, Wis. Stats., for the approval of the transfer of certain lands in an orderly manner over a definitive period of time from the Town to the City and to the Village.

The parties hereby agree that upon approval of the “Binding Resolution”, annexations, water/sanitary sewer issues, sanitary sewer service area expansion, and all other provisions as agreed to in this MOU and as permissible by law become effective.

5. **Boundaries** – Permanent boundaries shall be established for all parties to the agreements following a fifty (50) year planning period as depicted on the attached Exhibit “A” pursuant to §66.0307, Wis. Stats. No owner of real property located within the planning area shall be forced to attach. All attachments shall be by unanimous consent of the owners. There shall be no leveraged attachments. No party will object to any such attachment provisions. At the conclusion of the fifty (50) year planning period, all lands located within the planning area as depicted on the attached Exhibit “A” shall, upon passage of an attachment ordinance by the City or Village, become part of the City or Village to the extent not already attached to the City or Village by intermediate

attachments.

Properties as shown in exhibit "A" along the southern boundary of Paris shall not be part of the permanent boundaries. These properties shall be annexed into the City of Kenosha only upon the request of the property owners. Paris shall cooperate with these annexations. No leveraged annexations are allowed in this zone.

The Parties shall not enter into any other agreements regarding the boundaries of the parties until adoption of the 66.0307(4m) boundary agreement.

6. **Dismissal of Litigation** – The City, the Village and the Town shall take such steps as are necessary to dismiss all pending litigation, restraining orders, claims, or injunctions between the parties relative to matters herein.

The parties understand that dismissal of litigation includes forgiveness of the \$500,000 to be paid by the City to Paris as part of the Paris/City/County 2014 IGA. Somers and Paris will include this item as part of separate negotiations to amend the Paris/Somers 2016 IGA.

The parties agree to jointly request an adjournment to the October 10, 2016 hearing before Judge Koss for a period of at least 45 days.

7. **Water and Sewer Approvals** - Upon approval of the "Binding Resolution" the City shall make a request to the Southeastern Wisconsin Regional Planning Commission (SEWRPC) and Wisconsin Department of Natural Resources (WDNR) to add to the KWU sanitary sewer service area the area shown in Exhibit A. The Town will support this request.

The City and KWU shall support the Village in any obtaining WDNR Great Lakes Compact approval for water diversion west of the subcontinental divide.

The City and KWU shall not object to a DNR reversal of the revocation of Lake Michigan water diversion authority to supply water to the Village West of the subcontinental divide.

8. **Water Utility Service Points** – City and KWU shall provide municipal water/sanitary sewer service connection points at two permanent sites, (a) and (b), and a third temporary site at (c):

- (a) West of I-94 location to be determined by the Village; and
- (b) East of I-94 at the "Amazon Site"; and
- (c) At a point South of CTH "S" and CTH "H".

All costs associated with municipal water/sewer main extensions shall be paid by the Village.

- 8(a). **2005 Kenosha/Somers IGA** – City/KWU will forgive and forego any current breaches under the 2005 §66.0307, Wis. Stats. Intergovernmental Agreement between the City/KWU and the Town/Village, relative to connection points for its municipal water or sanitary sewer. Specifically, the requirement of the Town/Village to connect all current sanitary sewers into master meters.
- 8(b). **2016 Somers/Paris IGA** – The Village and Town hereby agree to amend the existing IGA to the degree necessary to fully harmonize that agreement with the intent of this MOU. This shall include rescinding the portion of the IGA related to boundaries.
- 8(c). **Wholesale Water/Sewer Service** – Somers Town/Village shall not provide wholesale water/sewer service outside of its boundaries.
9. **Revenue Sharing** – Village and Town will enter into an agreement for revenue sharing upon development of those areas denominated on the attached Exhibit “A” which areas are either currently located within the Village.
10. **Formal Documents** – The implementation of the “Binding Resolution” and the §66.0307 IGA contemplated herein shall be accomplished as soon as possible.

The Parties agree to proceed immediately towards approval of the “Binding Resolution”, and upon its approval, agree to proceed as soon as possible towards approval of the §66.0307 IGA.

These agreements shall contain the terms set out in this MOU as well as the usual provisions, representations, covenants and warranties ordinarily included in such agreements and as are reasonably required by law or the Wisconsin Department of Administration (DOA). Each party will bear its own costs of negotiating, preparing and completing these agreements.

11. **Due Diligence** – All parties will conduct due diligence relative to their various interests in pursuing and concluding the agreements contemplated herein.
12. **Status of this Letter of Intent** – This MOU is non-binding. By signing this MOU, each party evinces a non-binding intent to use their best efforts to negotiate, agree, and complete the agreements on terms consistent with this MOU as soon as practicable. This MOU will be subject to review by each party’s respective advisors, and approval by each party’s elected representatives, City Council, Village Board or Town Supervisors, Board of Water Commissioners, as applicable.

Dated this 5th day of October, 2016.

CITY OF KENOSHA

By: 
John Antaramian, Mayor

Dated this 5th day of October, 2016.

KENOSHA WATER UTILITY

By: 
Edward St. Peter, General Manager

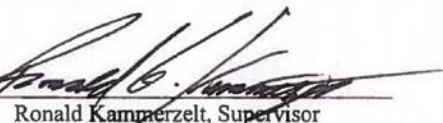
Dated this 5th day of October, 2016.

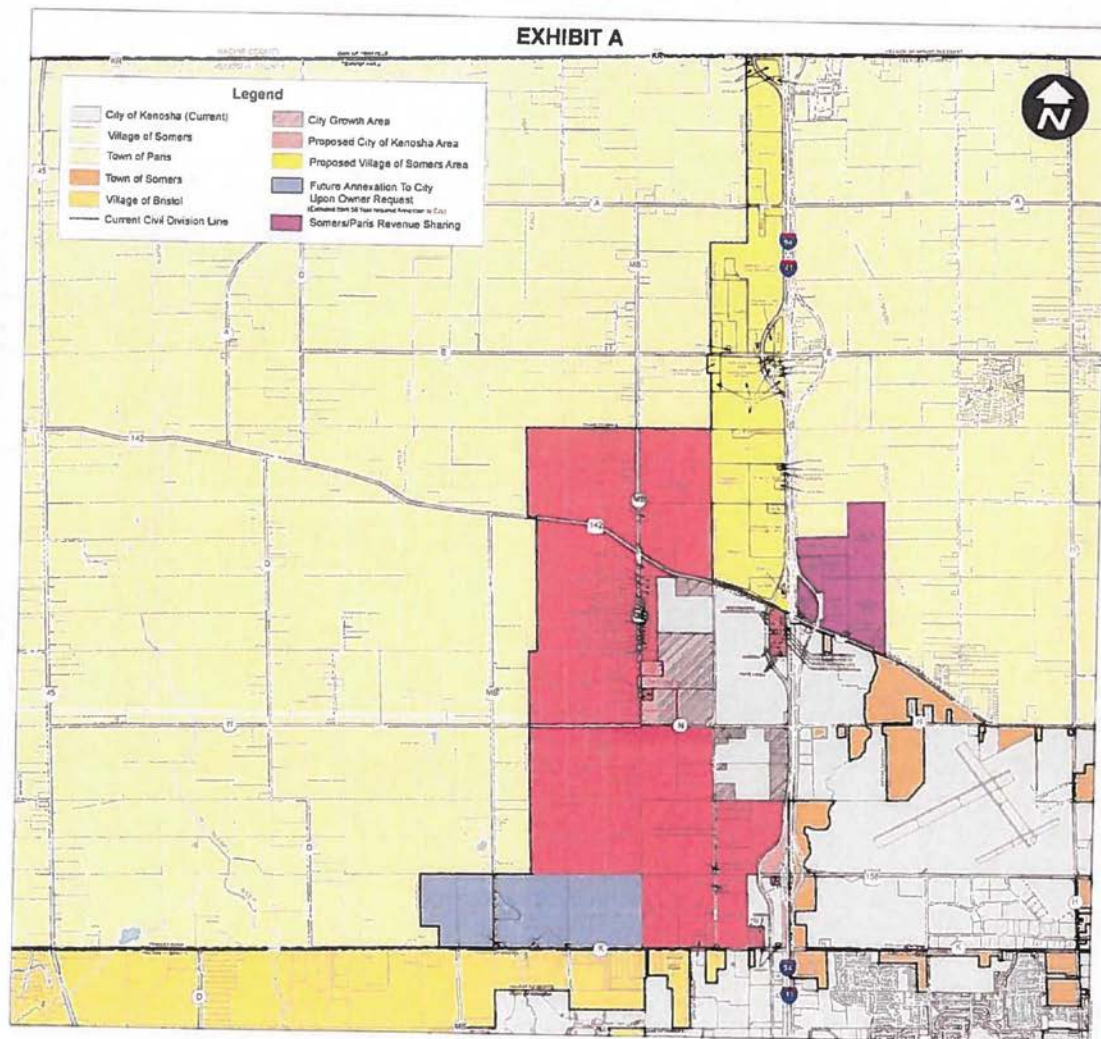
VILLAGE OF SOMERS

By: 
George Stoner, President

Dated this 5th day of October, 2016.

TOWN OF PARIS

By: 
Ronald Kammerzelt, Supervisor



M-1 Resolution by City Indicating Adoption and Authorizing Transmittal of the Master Agreement to the State

RESOLUTION NO. ____

SPONSOR: THE MAYOR

**TO ADOPT THE MASTER AGREEMENT AS A COOPERATIVE PLAN
AND TO TRANSMIT THE MASTER AGREEMENT TO THE WISCONSIN
DEPARTMENT OF ADMINISTRATION**

WHEREAS, on November 7, 2016, pursuant to Wisconsin Statutes § 66.0307(4)(a), the Common Council adopted Resolution 138-16, entitled “Resolution to Authorize the Mayor to Participate with the Town of Paris, Village of Somers, County of Kenosha, the Kenosha Water Utility, and/or the Town of Somers, in an Intergovernmental Cooperation Agreement or Agreements Pursuant to Sections 66.0301 and 66.0307, Wisconsin Statutes, Which May Include the Settlement of the Pending Litigation”; and

WHEREAS, Wisconsin Statutes §66.0307 authorizes adjoining municipalities to set the boundaries between and among themselves upon adopting and having approved by the Wisconsin Department of Administration, a cooperative plan in accordance with the procedures and requirements of Wisconsin Statutes §66.0307(4)(c); and

WHEREAS, a cooperative plan has the general purpose of guiding and accomplishing a coordinated adjusted and harmonious development of the territory covered by the plan in order to best promote the public health, safety and general welfare together with the future needs of the Village of Somers, the Town of Paris, the Town of Somers, Kenosha County, Kenosha Water Utility, and the City of Kenosha; and

WHEREAS, cooperative planning is in the best interests of the City, Village, Towns, and the County as participating municipal units of government; and

WHEREAS, as a result of the authorization in Resolution 138-16, there was drafted a cooperative plan, which is also an intergovernmental cooperation agreement entitled: “2017 City of Kenosha/Village of Somers/Town of Somers/Town of Paris/County of Kenosha/Kenosha Water Utility/Village of Somers Water Utility/Village of Somers Sewerage District/County Highway Commissioner Cooperative Plan and Intergovernmental Agreement under Sections 66.0301, 66.0305, and 66.0307, Wisconsin Statutes” (hereinafter “the Proposed Cooperative Plan”); and

WHEREAS, the Proposed Cooperative Plan was the subject of a joint public hearing held on August 23, 2017, at the Mary D. Bradford High School Auditorium, located at 3700 Washington Road, in the City of Kenosha, Wisconsin, by the Common Council for the City of Kenosha, the Village Board for the Village of Somers, and the Town Board for the Town of Paris, as required by Wisconsin Statutes § 66.0307(4)(b); and

WHEREAS, in advance of the joint public hearing held on August 23, 2017, notice of the joint public hearing was provided by publication in the Kenosha News newspaper, on July 31, August 7, and August 14, in compliance with the statutory requirements in Wisconsin Statutes § 66.0307(4)(b); and

WHEREAS, at the joint public hearing the Common Council for the City of Kenosha, the Village Board for the Village of Somers, and the Town Board for the Town of Paris, heard comments about the Proposed Cooperative Plan from the public and for twenty days after the joint public hearing, the clerks for the City of Kenosha, the Village of Somers, and the Town of Paris received comments about the Proposed Cooperative Plan from the public as required in Wisconsin Statutes § 66.0307(4)(c), all of which comments were reviewed by the Common Council; and

WHEREAS, the Proposed Cooperative Plan was made available to the public prior to the joint public hearing, and subsequently to the present, being on file with the respective clerks of the City, Village, and Town, and further being available through the Internet; and

WHEREAS, the City, the Village, and Paris have considered the comments received during the process; and

WHEREAS, the Proposed Cooperative Plan contained placeholder designations for additional exhibits that could not yet have existed at the time of the public hearing on August 23, 2017, specifically including:

- Exhibit A-1, which are Comments From the Joint Public Hearing Held by the City of Kenosha, the Village of Somers, and the Town of Paris on August 23, 2017, and which were received from the public thereafter about the Proposed Cooperative Plan;
- Exhibit A-2, which are Comments From the Joint Public Meeting Held by the Village of Somers and the Town of Paris on August 23, 2017, to the revenue-sharing components of the intergovernmental cooperation agreement Between the Village of Somers and Town of Paris set forth in Chapter 12;
- Exhibit M-1, which is a Resolution by the City Indicating Adoption and Authorizing Transmittal of the Master Agreement to the State;
- Exhibit M-2, which is a Resolution by the Village Indicating Adoption and Authorizing Transmittal of the Master Agreement to the State;
- Exhibit M-3, which is a Resolution by the Town Indicating Adoption and Authorizing Transmittal of the Master Agreement to the State;

which additional exhibits would be created and added to the Proposed Cooperative Plan prior to submission to the state for final approval pursuant to Wisconsin Statutes § 66.0307(5); and

WHEREAS, Exhibits A-1 and A-2 from the previous recital are comments from the public that were either received at the public hearing on August 23, 2017, or were received within a twenty-day period after the joint public hearing, but in either event have been reviewed and considered; and Exhibit M-1 is this resolution; and Exhibits M-2, and M-3 are resolutions such as this one, but adopted by the Village and Town, respectively; and

WHEREAS, the Proposed Cooperative Plan with its insertions of the Exhibits A-1, A-2, M-1, M-2, and M-3 constitute the final “Master Agreement” that should be sent to the state for final approval; and

WHEREAS, the purpose of this Resolution is to approve the Master Agreement as described in Wisconsin Statutes §66.0307.

NOW THEREFORE BE IT RESOLVED, that the Common Council for the City of Kenosha that the Master Agreement is approved and adopted.

BE IT FURTHER RESOLVED that the Clerk is directed to cooperate with the clerks for the Village of Somers and Town of Paris to insert Exhibits A-1, A-2, M-1, M-2, and M-3, including the respective, executed versions of the Resolutions by the City, the Village, and the Town indicating adoption and authorizing transmittal of the Master Agreement to the State, and to repaginate the Master Agreement as appropriate based on the insertions, prior to submission of the Master Agreement to the Wisconsin Department of Administration.

BE IT FURTHER RESOLVED that the Mayor and City Clerk/Treasurer are authorized to execute the Master Agreement and the proper City officials are hereby authorized to take all other necessary and appropriate action consistent with this approving Resolution and Wisconsin Statutes §66.0307.

BE IT FURTHER RESOLVED that City Clerk is directed to cooperate with the clerks for the Village of Somers and Town of Paris to submit the Master Agreement to the Wisconsin Department of Administration for approval pursuant to Wisconsin Statutes §§ 66.0307(4)(b) and (5)(a).

Adopted this day of ____ day of _____, 2017.

ATTEST: _____ City Clerk
DEBRA SALAS

APPROVED: _____ Mayor Date: _____
JOHN M. ANTARAMIAN

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

M-2 Resolution by Village Indicating Adoption and Authorizing Transmittal of the Master Agreement to the State

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE VILLAGE OF SOMERS
TO ADOPT THE MASTER AGREEMENT AS A COOPERATIVE PLAN AND TO
TRANSMIT THE MASTER AGREEMENT TO THE WISCONSIN DEPARTMENT
OF ADMINISTRATION**

WHEREAS, on October 25, 2016, pursuant to §66.0307(4), Wis. Stats., the Village Board adopted Resolution 2016-029 entitled “Resolution to Authorize the President to Participate with the Town of Paris, City of Kenosha, County of Kenosha, the Kenosha Water Utility and/or the Town of Somers, in an Intergovernmental Cooperation Agreement or Agreements Pursuant to Sections 66.0301 and 66.0307, Wisconsin Statutes, Which May Include the Settlement of the Pending Litigation”; and

WHEREAS, §66.0307, Wis. Stats., authorizes adjoining municipalities to set the boundaries between and among themselves upon adopting and having approved by the Wisconsin Department of Administration, a cooperative plan in accordance with the procedures and requirements of §66.0307(4)(c), Wis. Stats.; and

WHEREAS, a cooperative plan has the general purpose of guiding and accomplishing a coordinated adjusted and harmonious development of the territory covered by the plan in order to best promote the public health, safety and general welfare together with the future needs of the Village of Somers, the Town of Paris, the Town of Somers, Kenosha County, Kenosha Water Utility and the City of Kenosha; and

WHEREAS, cooperative planning is in the best interests of the City, Village, Towns and the County as participating municipal units of government; and

WHEREAS, as a result of the authorization in Resolution 2016-029, there was drafted a cooperative plan, which is also an intergovernmental cooperation agreement entitled: “2017 City of Kenosha/Village of Somers/Town of Somers/Town of Paris/County of Kenosha/Kenosha Water Utility/Village of Somers Sewerage District/County Highway Commissioner Cooperative Plan and Intergovernmental Agreement under Sections 66.0301, 66.0305 and 66.0307, Wisconsin Statutes” (hereinafter the “Proposed Cooperative Plan”); and

WHEREAS, the Proposed Cooperative Plan was the subject of a joint public hearing held on August 23, 2017, at the Mary D. Bradford High School Auditorium, located at 3700 Washington Road, in the City of Kenosha, Wisconsin, by the Common Council of the City of Kenosha, the Village Board for the Village of Somers, and the Town Board for the Town of Paris, as required by §66.0307(4)(b), Wis. Stats.

WHEREAS, in advance of the joint public hearing held on August 23, 2017, notice of the joint public hearing was provided by publication in the Kenosha News newspaper, on July 31, August 7 and August 14, in compliance with the statutory requirements in §66.0307(4)(b), Wis. Stats.; and

WHEREAS, at the joint public hearing the Common Council for the City of Kenosha, the Village Board for the Village of Somers, and the Town Board for the Town of Paris, heard comments about the Proposed Cooperative Plan from the public and for twenty days after the joint public hearing, the Clerks for the City of Kenosha, the Village of Somers and the Town of Paris received comments about the Proposed Cooperative Plan from the public as required in §66.0307(4)(c), Wis. Stats., all of which comments were reviewed by the Village Board; and

WHEREAS, the Proposed Cooperative Plan was made available to the public prior to the joint public hearing, and subsequently to the present, being on file with the respective Clerks of the City, Village and Town and further being available through the internet; and

WHEREAS, the City, the Village and Paris have considered the comments received during the process; and

WHEREAS, the Proposed Cooperative Plan contained placeholder designations for additional exhibits that could not yet have existed at the time of the public hearing on August 23, 2017, specifically including:

- Exhibit A-1 which are Comments From the Joint Public Hearing Held by the City of Kenosha, the Village of Somers and the Town of Paris on August 23, 2017, and which were received from the public thereafter about the Proposed Cooperative Plan;
- Exhibit A-2 which are Comments From the Joint Public Meeting Held by the Village of Somers and the Town of Paris on August 23, 2017, to the revenue-sharing components of the intergovernmental cooperation agreement between the Village of Somers and Town of Paris set forth in Chapter 12;
- Exhibit M-1 which is a Resolution by the City Indicating Adoption and Authorizing Transmittal of the Master Agreement to the State;
- Exhibit M-2 which is a Resolution by the Village Indicating Adoption and Authorizing Transmittal of the Master Agreement to the State;
- Exhibit M-3 which is a Resolution by the Town Indicating Adoption and Authorizing Transmittal of the Master Agreement to the State;

which additional exhibits would be created and added to the Proposed Cooperative Plan prior to submission to the State for final approval pursuant to §66.0307(5), Wis. Stats.; and

WHEREAS, Exhibits A-1 and A-2 from the previous recital are comments from the public that were either received at the public hearing on August 23, 2017, or were received within the twenty-day period after the joint public hearing, but in either event have been

reviewed and considered; and Exhibit M-2 is this resolution; and Exhibits M-1 and M-3 are resolutions such as this one, but adopted by the City and Town, respectively; and

WHEREAS, the Proposed Cooperative Plan with its insertions of the Exhibits A-1, A-2, M-1, M-2 and M-3 constitute the final "Master Agreement" that should be sent to the state for final approval; and

WHEREAS, the purpose of this Resolution is to approve the Master Agreement as described in §66.0307, Wis. Stats.

NOW, THEREFORE, BE IT RESOLVED that the Village Board for the Village of Somers that the Master Agreement is approved and adopted.

BE IT FURTHER RESOLVED that the Clerk/Treasurer is directed to cooperate with the Clerks for the City of Kenosha and Town of Paris to insert Exhibits A-1, A-2, M-1, M-2 and M-3, including the respective, executed versions of the Resolutions by the City, the Village and the Town indicating adoption and authorizing transmittal of the Master Agreement to the State, and to repaginate the Master Agreement as appropriate based on the insertions, prior to submission of the Master Agreement to the Wisconsin Department of Administration.

BE IT FURTHER RESOLVED that the Village President and Village Clerk/Treasurer are authorized to execute the Master Agreement and the proper Village officials are hereby authorized to take all other necessary and appropriate action consistent with this approving Resolution and §66.0307, Wis. Stats.

BE IT FURTHER RESOLVED that the Village Clerk/Treasurer is directed to cooperate with the Clerks for the City of Kenosha and Town of Paris to submit the Master Agreement to the Wisconsin Department of Administration for approval pursuant to §§66.0307(4)(b) and (5)(a), Wis. Stats.

Dated this _____ day of September, 2017.

VILLAGE OF SOMERS

By: _____
George Stoner, President

Attest: _____
Timothy Kitzman, Clerk/Treasurer

Drafted by:

Jeffrey J. Davison, Village Attorney

M-3 Resolution by Town Indicating Adoption and Authorizing Transmittal of the Master Agreement to the State

RESOLUTION NO. 2017-9-26

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWN OF PARIS TO ADOPT THE MASTER AGREEMENT AS A COOPERATIVE PLAN AND TO TRANSMIT THE MASTER AGREEMENT TO THE WISCONSIN DEPARTMENT OF ADMINISTRATION

WHEREAS, on October 25, 2016, pursuant to §66.0307(4)(a), Wis. Stats., the Town Board of the Town of Paris adopted Resolution No. 2016-10-25 entitled "Resolution to Authorize a Town Board Member to Participate with the Town of Paris, Village of Somers, City of Kenosha, County of Kenosha, the Kenosha Water Utility and/or Town of Somers, in an Intergovernmental Cooperative Agreement or Agreements Pursuant to Sections 66.0301 and 66.0307, Wisconsin Statutes, Which May Include the Settlement of the Pending Litigation"; and

WHEREAS, §66.0307, Wis. Stats., authorizes adjoining municipalities to set the boundaries between and among themselves upon adopting and having approved by the Wisconsin Department of Administration, a cooperative plan in accordance with the procedures and requirements of §66.0307(4)(c), Wis. Stats.; and

WHEREAS, a cooperative plan has the general purpose of guiding and accomplishing a coordinated adjusted and harmonious development of the territory covered by the plan in order to best promote the public health, safety and general welfare together with the future needs of the Village of Somers, the Town of Paris, the Town of Somers, Kenosha County, Kenosha Water Utility and the City of Kenosha; and

WHEREAS, cooperative planning is in the best interests of the City, Village, Towns, and the County as participating municipal units of government; and

WHEREAS, as a result of the authorization in Resolutions adopted by the Village, the City and the Town of Paris, there was drafted a cooperative plan, which is also an intergovernmental cooperation agreement entitled: "2017 City of Kenosha/Village of Somers/Town of Somers/Town of Paris/County of Kenosha/Kenosha Water Utility/Village of Somers Sewerage District/County Highway Commissioner Cooperative Plan and Intergovernmental Agreement under Sections 66.0301, 66.0305 and 66.0307, Wisconsin Statutes" (hereinafter the "Proposed Cooperative Plan"); and

WHEREAS, in advance of the joint public hearing held on August 23, 2017, notice of the joint public hearing was provided by publication in the Kenosha News newspaper, on July 31, August 7 and August 14, in compliance with the statutory requirements in §66.0307(4)(b), Wis. Stats.; and

WHEREAS, at the joint public hearing the Common Council for the City of Kenosha, the Village Board for the Village of Somers, and the Town Board for the Town of Paris, heard comments about the Proposed Cooperative Plan from the public and for twenty days after the joint public hearing, the Clerks for the City of Kenosha, the Village of Somers, and the Town of Paris received comments about the Proposed Cooperative Plan from the public as required in

§66.0307(4)(c), Wisconsin Stats., all of which comments were reviewed by the Town Board; and

WHEREAS, the Proposed Cooperative Plan was made available to the public prior to the joint public hearing, and subsequently to the present, being on file with the respective Clerks of the City, Village, and Town, and further being available through the Internet; and

WHEREAS, the City, the Village, and Paris have considered the comments received during the process; and

WHEREAS, the Proposed Cooperative Plan contained placeholder designations for additional exhibits that could not yet have existed at the time of the public hearing on August 23, 2017, specifically including:

- Exhibit A-1, which are Comments From the Joint Public Hearing Held by the City of Kenosha, the Village of Somers and the Town of Paris on August 23, 2017, and which were received from the public thereafter about the Proposed Cooperative Plan;
- Exhibit A-2, which are Comments From the Joint Public Meeting Held by the Village of Somers and the Town of Paris on August 23, 2017, to the revenue-sharing components of the intergovernmental cooperation agreement between the Village of Somers and Town of Paris set forth in Chapter 12;
- Exhibit M-1, which is a Resolution by the City Indicating Adoption and Authorizing Transmittal of the Master Agreement to the State;
- Exhibit M-2, which is a Resolution by the Village Indicating Adoption and Authorizing Transmittal of the Master Agreement to the State;
- Exhibit M-3, which is a Resolution by the Town Indicating Adoption and Authorizing Transmittal of the Master Agreement to the State;

which additional exhibits would be created and added to the Proposed Cooperative Plan prior to submission to the State for final approval pursuant to §66.0307(5); Wis. Stats.; and

WHEREAS, Exhibits A-1 and A-2 from the previous recital are comments from the public that were either received at the public hearing on August 23, 2017, or were received within a twenty-day period after the joint public hearing, but in either event have been reviewed and considered; and Exhibit M-3 is this resolution; and Exhibits M-1, and M-2 are resolutions such as this one, but adopted by the City and Village, respectively; and

WHEREAS, the Proposed Cooperative Plan with its insertions of the Exhibits A-1, A-2, M-1, M-2, and M-3 constitute the final “Master Agreement” that should be sent to the state for final approval; and

WHEREAS, the purpose of this Resolution is to approve the Master Agreement as described in §66.0307, Wis. Stats.

NOW THEREFORE BE IT RESOLVED by the Town Board for the Town of Paris that the Master Agreement is approved and adopted.

BE IT FURTHER RESOLVED that the Clerk/Treasurer is directed to cooperate with the Clerks for the Village of Somers and City of Kenosha to insert Exhibits A-1, A-2, M-1, M-2, and M-3, including the respective, executed versions of the Resolutions by the City, the Village, and the Town indicating adoption and authorizing transmittal of the Master Agreement to the State, and to repaginate the Master Agreement as appropriate based on the insertions, prior to submission of the Master Agreement to the Wisconsin Department of Administration.

BE IT FURTHER RESOLVED that the Town Chairperson and Town Clerk/Treasurer are authorized to execute the Master Agreement and the proper Town officials are hereby authorized to take all other necessary and appropriate action consistent with this approving Resolution and §66.0307, Wis. Stats.

BE IT FURTHER RESOLVED that the Town Clerk/Treasurer is directed to cooperate with the Clerks for the City of Kenosha and Village of Somers to submit the Master Agreement to the Wisconsin Department of Administration for approval pursuant to §§ 66.0307(4)(b) and (5)(a), Wis. Stats.

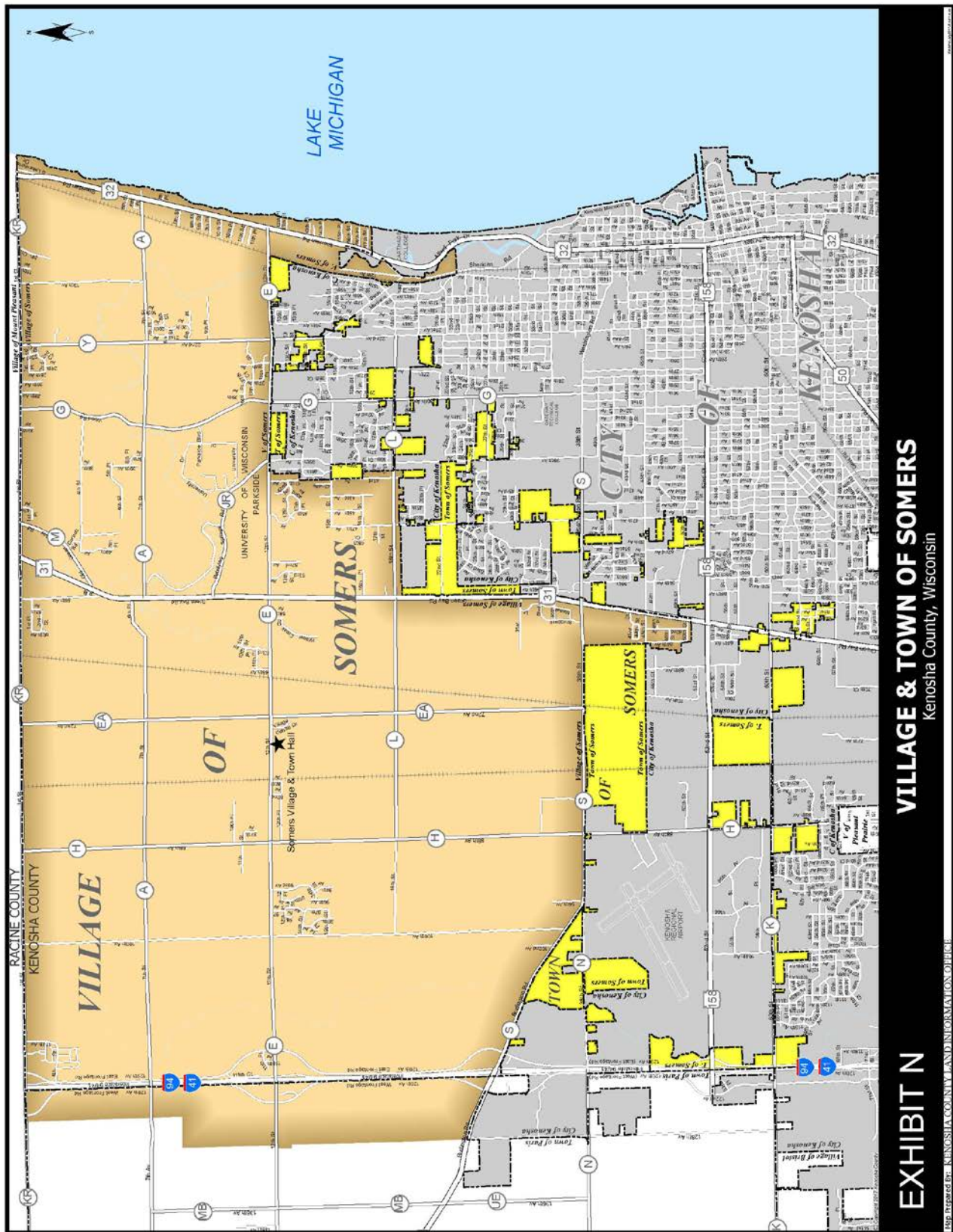
Adopted this ____ day of September, 2017.

TOWN OF PARIS

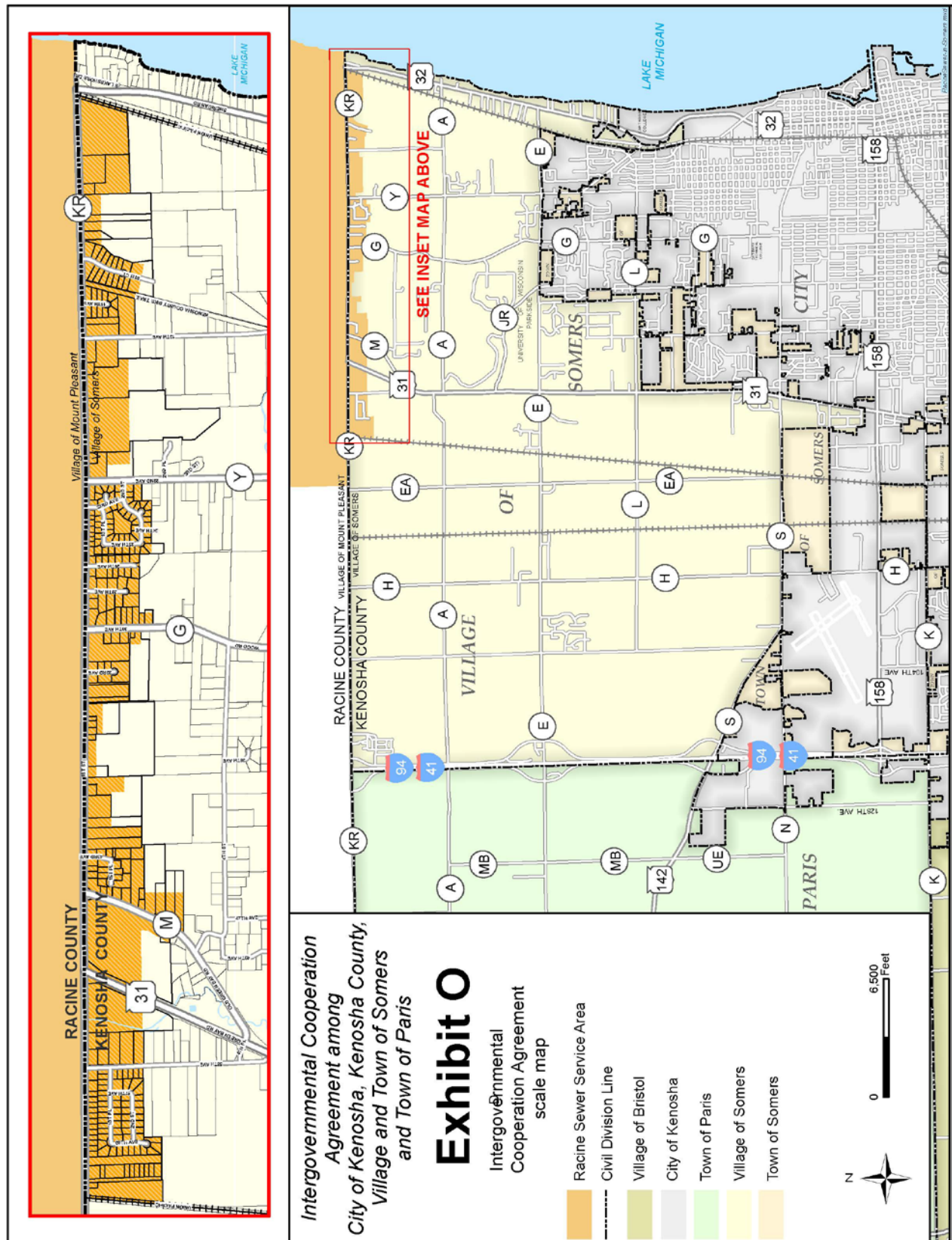
By: _____
Virgil Gentz
Town Chairperson

Attest: _____
Beverly McCumber
Town Clerk/Treasurer

N. Replacement Exhibit A to the 2005 Intergovernmental Agreement



O. Addition to the Racine Service Area



P-1. Somers/Paris Cost Allocation to 884 Acre Village Growth Area

EXHIBIT P-1

For Illustration Only

For Illustration Only

Somers General Operating Budget

	2016 Full- Budgeted Amount	Subject to Allocation
<u>Somers General Operating Budget</u>		
General Government	1,065,612	1,065,612
Fire Protection	1,361,345	
Building Inspection	122,025	
Animal Control	18,000	
Highways	474,700	
Solid Waste	573,360	
Parks & Recreation	26,230	
Planning & Development	43,125	
Contingency	73,755	
Total General Operations *	3,758,152	1,348,747
		(Assumes Par's Continues to Provide Fire Service for some period)
		(Assumes Par's Provides Solid Waste Removal to area under agreement for free service with Landfill Owners for some period)

Somer Utility Budgets 2016

Somers RR Sewer District	207,921	<p>Initial Capital Costs for Utilities in the Village Growth Area, to the extent such costs are not reimbursed out of the TID increment, shall be paid by the Village but the costs thereof or payments of Principal and interest thereon shall be added to the annual cost of General Operations noted above and be deducted from available revenues prior to distribution of revenue sharing.</p> <p>The costs of annual utility operations may be either added to overall costs of General Operations above or charged as user fees based upon the final determination of the Commission.</p>
Somers UD #1 Sewer District	4,391,368	
Somers Water Utility	2,849,377	

* Note: Police Costs are expected to be budgeted for the first time in 2017 and would be added to the total.

*** Note: This is a hypothetical rate based on actual 2016 Budgeted operational costs. Actual Net Rate will need to consider any offsetting non-law revenues available to cover costs as well as Debt Service and Capital law.

THIS EXHIBIT IS PROVIDED AS AN EXAMPLE OF HOW THE COST ALLOCATIONS COULD BE APPLIED. IT IS INTENDED TO PROVIDE GUIDANCE FOR THE FINAL 'FORMULA DRIVEN METHODOLOGY' TO BE ADOPTED BY THE COMMISSION. THE INTENT IS THAT SOMERS WOULD BE MADE WHOLE FOR THE FULL COST OF PROVIDING ALL VILLAGE SERVICES AND CAPITAL EXPENSES TO THE VILLAGE GROWTH AREA, WHERE ACTUAL COSTS CANNOT IMMEDIATELY BE DETERMINED. REASONABLE ESTIMATES MAY BE USED (E.G. FIRE COSTS-- WHEN ALLOCATED, COULD BE BASED ON POPULATION, VALUATION, TYPE OF LAND USE ETC.)

Prepared by: EHLERS

TID and Tax Distribution Analysis for Paris Lands Annexed to Somers Village Growth Area 5_15_17.xlsx

P-2. Somers/Paris Revenue Distribution and Sharing Projections

Q-1. Somers/Paris Cost Allocation to Highway S Planning Area

Somers/Paris Cost Allocation to "HWY S" Planning Area.

Using a Proration of Assumed Gross Development of 735 Acres with 241.22 Acre Allocation to Somers Lands designated for Sharing with Paris

EXHIBIT Q-1

		Scenario 1		Scenario 2	
		General Operation		General Operation	
		Somers / Paris		Allocation to	
		Hwy S		Hwy S	
		Planning Area	Planning Area	Planning Area	Planning Area
		120	241	120	241
		200	200	200	200
		EV	EV	EV	EV
		674,803	200	674,803	200
		26 Sq Mi	26 Sq Mi	26 Sq Mi	26 Sq Mi
		Population	9,512 People	Population	9,512 People
		Land Area	16,640 Acres	Land Area	16,640 Acres
		Portion developed in TID	226 / Acre	Portion developed in TID	226 / Acre
		Valuation	\$5.57 / 1,000 EV	Valuation	\$5.57 / 1,000 EV
		Average	\$333	Average	\$333
			\$34,589		\$34,589

For Illustration Only

Combined	Cost / Unit	Full Cost
9,512	\$395	\$3,786,640
16,640	\$226	\$3,758,152
16,640	\$226	\$3,758,152
675,136,600	\$5.57	\$3,758,152
	\$0.00	\$0.00
		Full Cost less Fire & Hwy
		\$34,589

2016 Full Budgeted Amount

Somers General Operating Budget

General Government	1,065,612
Fire Protection	1,361,345
Building Inspection	122,025
Animal Control	18,000
Highways	474,700
Solid Waste	573,360
Parks & Recreation	26,230
Planning & Development	43,125
Contingency	73,755
Total General Operations *	3,758,152

Somer Utility Budgets

Somers KR Sewer District	205,136
Somers UD #1 Sewer District	2,355,886
Somers Water Utility	1,154,517

* Note: Police Costs are expected to be budgeted for the first time in 2017 and would be added to the total.

THIS EXHIBIT IS PROVIDED AS AN EXAMPLE OF HOW THE COST ALLOCATIONS COULD BE APPLIED. IT IS INTENDED TO PROVIDE GUIDANCE FOR THE FINAL FORMULA DRIVEN METHODOLOGY TO BE ADOPTED BY THE COMMISSION. THE INTENT IS THAT SOMERS WOULD BE MADE WHOLE FOR THE FULL COST OF PROVIDING ALL VILLAGE SERVICES AND CAPITAL EXPENSES TO THE I-94 PLANNING AREA. WHERE ACTUAL COSTS CANNOT IMMEDIATELY BE DETERMINED, REASONABLE ESTIMATES MAY BE USED. (E.G. FIRE COSTS- WHEN ALLOCATED, COULD BE BASED ON POPULATION, VALUATION, TYPE OF LAND USE ETC.)

Prepared by: EHLERS

TID and Tax Distribution Analysis 5_16_17 Hwy S Planning Area.xlsx

Q-2 Somers/Paris Highway S Planning Area, Tax Distribution and Revenue Sharing Projection

EXHIBIT Q-2

Tax Distribution and Revenue Sharing Projection based upon |GA Formula

ASSUMES 241.22 ACRES OF LAND DEVELOPED OVER PERIOD 2020 to 2035 IN NE CORNER OF HWY 142 AND I-94 IN SOMERS SHARED W PARIS

[illegible]

Note: Costs of Service area in Paris are assumed at 50% of Tax Rate & Levy for purpose of Illustration only. Amount of costs to be allocated on budgeted and actual experience.

1. Simplified calculation used for 50% low limit formula. Actual formula must take into account overall Somers Tax Base year of TID closure.

- Assumed Tax Increment based upon 75% of prior analysis of Pleasant Prairie Lakeview Corporate Park abortion rates.

- Assumed tax increment based upon 75% of prior analysis of Pleasant Prairie Lakewood corporate park absorption rates.

- The form of the Debt Obligation shall be developed by the Village of Somers' Bond Attorney and reviewed by the Town of Paris' Attorney. Payments to Paris from Somers may take the form of a debt obligation so that payments would not be subject to levy limit restrictions.

- Bond attorney.** The attorney who represents the obligor in the bond process.

At its option, the Village may make some or all of the \$1,000,000 payments from the TID as an eligible project plan expense. If no payments are made

during the life of the TID then shared payment would be made using the methodology reflected above. The 50/50 split of net Levy revenues is at the option of the Village, it may extend payback period by reducing the percentage.

[illegible]

THIS EXHIBIT IS PROVIDED AS AN EXAMPLE ONLY.	
THE INVESTMENT TAXES BE EXPECTED TO BE PERFORMED USING THE MARKET VALUE OF THE INVESTMENT.	
THE ASSUMPTIONS OF APPRECIATION AND COST ESCALATION, ADDITIONAL COSTS THAT ARE LIKELY TO OCCUR WITH ADDITIONAL DEVELOPMENT OF THE SHARED REVENUE AND/OR WOULD REDUCE THE AVAILABLE AMOUNT TO SHARE BETWEEN THE COMMUNITIES, THERE IS THE POSSIBILITY THAT THE INVESTMENT TAXES WOULD EXCEED THE REVENUES PROJECTED IN WHICH CASE THERE WOULD BE NO SHARE.	
UNDER CURRENT LEVY LIMIT STATUTES, MUNICIPALITIES ARE LIMITED TO CAPTURING 50% OF THE INCREMENT TAXABLE IN ADDITIONAL LEVY. THE REMAINING 50% IS APPLIED TO REDUCE THE TAX RATE FOR THE COMMUNITY AT LARGE. IN THIS CASE, THE REDUCTION RATE IS HIGHLIGHTED IN YELLOW.	
Tax base, 1,000's	67,464
County Service Cost	46,277
County Service Cost	496,375
Split to Share	218,187
levy limit Calc. at T10 Closure to Capture 50% for Levy	
T10 increment	126,278
T10 Out Value	1,207,958,921
A / B =	11.46%
50% of C	5.73%
D x Village Levy =	399,128
Total tax base	1,221,771,355
Tax base, 1,000's	1,222,777
Tax Rate Reduction	0.34
	0.88

Q-3 Tax Incremental Financing District Analysis for 241.22 Acre Highway S Planning Area Analysis

TID Analysis for Somers / Paris 241.22 Acre HWY "S" Planning Area Analysis



Using a Proration of Assumed Gross Development of 735 Acres with 241.22 Acre Allocation to Somers Lands HWY "S" Planning Area.

110 acre allocation to Paris area subject to annexation

Exhibit Q-3

Assumptions *

	Original Absorption Assumption
Total Acres	735
Version 7	
City of Kenosha	383.78
Somers HWY S Planning Area	241.22
Village Growth Area in PARIS	110
	735

 = Village Growth Area sharing calculations under IGA between Paris & Somers
 = HWY "S" Planning Area

*The question of what lands would develop and when has always been recognized as an important question in this analysis. As part of the development of the IGA between Somers and Paris, it was assumed that **1.)** A finite market exists for absorption of development and that **2.)** The Pleasant Prairie experience with Lakeview Corp Park would be used as a model for absorption-- the study discounted the Lakeview experience by 25% yielding an assumed rate of absorption of 39 acres / year -- with full development in 20 years = 735 acres, and finally that **3.)** within the I-94 planning area the joint Commission created by the IGA would dictate the prioritization as to which areas would be encouraged to develop within the planned time frame.

For Version 7 it is assumed that there is still a finite market of 735 acres that could be absorbed within 20 years... the model arbitrarily assumes a 52% allocation of the development absorption to the City of Kenosha (Red area on Exhibit A), 33% to Somers (Purple Area on Exhibit A) and 15% to the Paris / Somers I-94 Planning area. The immediacy of utility access was a basis for weighting.

Q-4 Village/Town Highway S Planning Area Parcel Assessments

Somers / Paris HWY "S" Planning Area Parcel List (Revised per County Map 4/17/17)

Parcels in Somers that may be further developed and resulting tax increase shared with Paris up to \$1,000,000 total.

EXHIBIT Q-4

Tax PIN	Acres	Owner-Last Name	Owner-First Name	Additional First Name	Assessment-Land	Assessment-Improv	Total-Assessment
82-4-222-191-0200	81.82	DARBY LANE FARMS			\$ 25,200.00	\$ -	\$ 25,200.00
82-4-222-192-0200	27.79	DARBY LANE FARMS			\$ 7,200.00	\$ -	\$ 7,200.00
82-4-222-192-0300	16.86	DARBY LANE FARMS			\$ 4,900.00	\$ -	\$ 4,900.00
82-4-222-193-0100	39.36	KWIK TRIP INC			\$ 60,000.00	\$ 25,000.00	\$ 85,000.00
82-4-222-193-0220	0.77	KWIK TRIP INC			\$ 47,500.00	\$ 66,900.00	\$ 114,400.00
82-4-222-194-0200	66.4	DARBY LANE FARMS			\$ 86,300.00	\$ 7,600.00	\$ 93,900.00
82-4-222-194-0250	8.22	DARBY LANE FARMS			\$ 2,800.00	\$ -	\$ 2,800.00
	241.22				\$ 233,900.00	\$ 99,500.00	\$ 333,400.00

Revised Data from County 4/17/17

Q-5 Tax Incremental Financing District Analysis for 241.22 Acre Highway S Planning Area Analysis
– Development Assumptions

EXHIBIT Q - 5

TID Analysis for Somers / Paris 241.22 Acre HWY "S" Planning Area Analysis

Using a Proration of Assumed Gross Development of 735 Acres with 241.22 Acre Allocation to Somers Lands designated for Sharing with Paris

Development Assumptions

Construction Year	Base Value	Phase 2 Commercial ¹				Phase 2-4 Industrial ¹				Total Developed Average		Annual Total Value	Construction Year
		Acres	Sensitivity Adjusted Acres	Land Value	Building Value	Acres	Sensitivity Adjusted Acres	Land Value	Building Value	Industrial	Commercial	Total	
1 2016		8.45			0	0.00	0.00	0	0	0	0	0	2016 1
2 2017		8.45	0.00	0	0	0.00	0.00	0	0	0	0	0	2017 2
3 2018		8.45	0.00	0	0	0.00	0.00	0	0	0	0	0	2018 3
4 2019		8.45	0.00	0	0	0.00	0.00	0	0	0	0	0	2019 4
5 2020	12,866,200	8.45	8.45	922,382	2,655,081	6.89	6.89	822,536	2,009,107	8	7	15	2020 5
6 2021		8.45	8.45	926,994	2,658,357	6.89	6.89	826,639	2,923,652	8	7	15	2021 6
7 2022		8.45	8.45	1,018,697	3,602,879	6.89	6.89	830,782	2,938,271	8	7	15	2022 7
8 2023		8.45	8.45	1,023,791	3,620,894	6.89	6.89	834,936	2,952,962	8	7	15	2023 8
9 2024		8.45	8.45	1,028,910	3,638,998	6.89	6.89	839,111	2,967,727	8	7	15	2024 9
10 2025		8.45	8.45	1,034,054	3,657,193	6.89	6.89	843,306	2,982,565	8	7	15	2025 10
11 2026		8.45	8.45	1,039,224	3,675,479	6.89	6.89	847,523	2,997,478	8	7	15	2026 11
12 2027		8.45	8.45	951,154	2,749,415	6.89	6.89	851,760	3,012,466	8	7	15	2027 12
13 2028		8.45	8.45	955,910	2,763,162	6.89	6.89	856,019	3,027,528	8	7	15	2028 13
14 2029		8.45	8.45	961,729	2,776,978	6.89	6.89	860,299	3,042,666	8	7	15	2029 14
15 2030		8.45	8.45	967,553	2,790,853	6.89	6.89	864,601	3,057,879	8	7	15	2030 15
16 2031		8.45	8.45	974,201	2,814,817	6.89	6.89	868,924	3,073,168	8	7	15	2031 16
17 2032		8.45	8.45	979,273	2,831,841	6.89	6.89	873,268	3,088,534	8	7	15	2032 17
18 2033		8.45	8.45	984,169	2,847,935	6.89	6.89	877,635	3,103,977	8	7	15	2033 18
19 2034		8.45	8.45	989,080	2,847,100	6.89	6.89	882,023	3,119,497	8	7	15	2034 19
20 2035		8.45	8.45	993,960	2,864,260	6.89	6.89	886,433	3,135,094	8	7	15	2035 20
Totals	12,866,200	114	130.96	15,265,611	47,912,860	96	110.26	13,655,807	48,332,571	131	110	241	121,626,431

Notes: ¹ Value Assumptions based upon Lakeview Corporate Park

Pleasant Prairie
 \$107,000 Land Value per acre for Industrial
 \$117,000 Land Value per acre for commercial
 \$308,000 Building value per acre - industrial
 \$413,800 Building value per acre - commercial
 1.005 Escalation factor - 5%/year

Illustrative Only (to be updated based on market experience.)

² The current Existing Base Value of \$2,966,200 as of 1/1/16, or as of the creation of any TID is not included in the value available for sharing toward the \$1.1M obligation of Somers to Paris.

Assumes Lakeview Model of 735 Acres over 20+ years with 345 in City of Kenosha, 180 in Somers in Village Shared Revenue Zone and 110 Acres in Paris - 94 Planning area to be assumed by Somers.



Q-6 Tax Incremental Financing District Analysis for 241.22 Acre Highway S Planning Area Analysis
– Tax Increment Projection Worksheet

TID Analysis for Somers / Paris 241.22 Acre HWY "S" Planning Area Analysis

Using a Proration of Assumed Gross Development of 735 Acres with 241.22 Acre Allocation to Somers Lands designated for Sharing with Paris

Tax Increment Projection Worksheet

Type of District	Mixed Use	Base Value	2,366,200
Creation Date	September 1, 2016	Appreciation Factor	0.50%
Valuation Date	Jan 1, 2016	Base Tax Rate	\$21.91
Max Life (Years)	20	Rate Adjustment Factor	0.00%
Expenditure Period/Termination	15 9/1/2031		
Revenue Period/Final Year	20 2037		
Extension Eligibility/Years	Yes 3	Tax Exempt Discount Rate	4.00%
Recipient District	No	Taxable Discount Rate	5.50%

Apply to Base Value

EXHIBIT Q-6

Construction Year	Value Added	Valuation Year	Inflation Increment	Total Increment	Revenue Year	Tax Rate	Tax Increment	Tax Exempt NPV Calculation	Taxable NPV Calculation
1	2016	0	2017	0	0	2018	\$21.91	0	0
2	2017	0	2018	0	0	2019	\$21.91	0	0
3	2018	0	2019	0	0	2020	\$21.91	0	0
4	2019	0	2020	0	0	2021	\$21.91	0	0
5	2020	4,342,922	2021	0	4,342,922	2022	\$21.91	95,134	72,790
6	2021	7,345,668	2022	21,715	11,710,304	2023	\$21.91	256,521	260,925
7	2022	8,330,645	2023	58,552	20,159,500	2024	\$21.91	441,605	616,509
8	2023	8,432,598	2024	100,798	28,692,896	2025	\$21.91	628,514	1,075,772
9	2024	8,474,761	2025	143,464	37,311,121	2026	\$21.91	817,321	1,650,011
10	2025	8,517,135	2026	186,556	46,014,811	2027	\$21.91	1,007,980	2,330,965
11	2026	8,559,720	2027	230,074	54,804,606	2028	\$21.91	1,200,525	3,110,804
12	2027	7,568,910	2028	274,023	62,647,439	2029	\$21.91	1,372,376	3,967,955
13	2028	7,606,654	2029	313,237	70,567,330	2030	\$21.91	1,545,816	4,896,332
14	2029	7,644,687	2030	352,837	78,564,854	2031	\$21.91	1,721,006	5,890,170
15	2030	7,682,911	2031	392,824	86,640,589	2032	\$21.91	1,897,909	6,944,011
16	2031	7,721,325	2032	433,203	94,795,117	2033	\$21.91	2,076,539	8,052,693
17	2032	7,759,932	2033	473,976	103,029,025	2034	\$21.91	2,256,907	9,211,328
18	2033	7,798,731	2034	515,145	111,342,901	2035	\$21.91	2,439,027	10,415,301
19	2034	7,837,725	2035	556,715	119,737,340	2036	\$21.91	2,622,912	11,680,248
20	2035	5,942,407	2036	598,687	126,276,434	2037	\$21.91	2,766,198	12,922,703
Totals		121,626,631		4,651,804		Future Value of Increment	23,146,259		

Notes:

Actual results will vary depending on development, inflation of overall tax rates.

NPV calculations represent estimated amounts of funds that could be borrowed (including project cost, capital interest and issuance costs).

Illustrative Only: (based upon Defined assumptions).

R. Somers/Paris IGA Flow of Funds Example

Somers / Paris IGA -- Flow of Funds Examples

EXHIBIT R

Village Growth Area

		Year 1 Scenario 1	Year 1 Scenario 2	Year 10 Scenario 3	Scenario 4
	Revenues Net of TID ^{1.}	52,077	52,077	73,237	303,023
Priority					
1	Cost of General Operations ^{2.}	18,439	18,439	27,237	163,077
2	Capital Costs				
	Highway	0	30,000		75,000
	Water	0	15,000		75,000
	Sewer	0	15,000		75,000
	Storm	0			10,000
	Equipment	0			15,000
	Available for Revenue Sharing	33,638	(26,362) ^{3.}	45,999	(110,054) ^{3.}
3	Revenue Sharing Credit to Paris			23,000 ^{4.}	0
3	Revenue Share Split				
	Paris	16,819	0	23,000	0
	Somers	16,819	0	0	0

^{1.} In the event of creation of Tax Increment Districts within the I-94 planning area, all incremental revenues generated in the TIDs will be deducted from the revenue prior to payment of costs of operations, capital costs or revenue sharing.

^{2.} The planning area will be charged costs based upon the annual budget. Audited costs will be used to "true up" on a 2 year lagging basis. For example, initial charges would be based on the 2017 budget which will be audited in 2018. If audited costs exceeded budgeted charges for 2017 the difference will be assessed in the 2019 allocation. Similarly, if 2017 audited costs are less than the 2017 budgeted charge, the difference will be credited to 2019.

^{3.} In a year with a negative balance per the agreement, the revenue sharing contemplated in the agreement shall not apply until the costs are recovered by the Village. Any subsequent annual surplus will be first applied to satisfy any prior year cumulative negative balance prior to revenue sharing.

^{4.} Revenue Sharing Credit is an amount to be paid to Paris in consideration for any loss of interest earnings based upon the rate they could have invested in based upon a historic 5 year return rate and the AAA rate that they received from Somers for the \$5 M revolving loan fund.

Prepared by: EHLERS

TID and Tax Distribution Analysis for Paris Lands Annexed to Somers Village Growth Area 5_15_17.xlsx

S-1. Village/Town Loan Repayment Schedules Using AAA Rates

Village of Somers / Town of Paris \$5,000,000 Loan Fund Sample Payment Schedule using AAA Rates

EXHIBIT S-1

Crews	1	2	3	4
	1,000,000	1,000,000	1,000,000	2,000,000
	10/01/2017	06/01/2018	01/01/2019	01/01/2019

Draw 1: 10/01/17										Draw 2: 01/01/18										Draw 3: 01/01/18										Draw 4: 01/01/18										Draw 5: 01/01/18										Draw 6: 01/01/18																													
M&A: 100,000										M&A: 100,000										M&A: 100,000										M&A: 100,000										M&A: 100,000										M&A: 100,000										M&A: 100,000																			
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S-2. Village/Town Loan Repayment Schedules Using Baa1 Rates

S-3 Village/Town Sample Revenue Sharing Credit

Draws	Issue Dates
1	10/1/2017
2	6/1/2018
3	11/1/2018
4	8/1/2019

Total Borrowed 5,000,000

[illegible]

This table is intended to illustrate the revenue sharing credits available to the Town of Paris as detailed in Section 12.05.03 of the Intergovernmental Agreement. To recognize the benefit of the lower interest rates provided to Somers vs. those available in the open market based upon their current rating. As Somers' rating changes, the scale would be applied accordingly for the calculation.

Actual sale comparables to the extent available, would be used to adjust for the bank qualification differential vs the published MMD rates.

S-4 Village/Town Revolving Loan Draw Detailing Impact of Loan Rate vs. Investment Rate

\$ 5,000,000 Paris / Somers Revolving Loan Fund Draw 1 sample detailing impact of loan rate vs. investment rate.

EXHIBIT S-4

Total Loan Fund Balance Prior to Current Loan 5,000,000
 Current Draw Dated Date: 10/1/2017
 Current Draw Purpose: Fund Hypothetical Corts Related to Sewer Improvements & water Improvements
 Current Draw # 1 Amount: 1,000,000
 Loan Fund Balance After Current Loan 4,000,000

Payment Schedule Using Assumed Paris Investment Rate Scale					Payment Schedule Using AAA BQ Rate					Somers Interest Savings Benefit Aaa vs Baa Rate					Paris Interest Earning Differential Loan vs. Investment				
Year	Principal	Rate	Interest	Total	Year	Principal	Rate *	Interest	Total	Year End Loan Balance	Assumed Paris Investment Rate	2.90%	Paris Interest Earning Differential Loan vs. Investment						
2017	50,000	2.90%	29,000	79,000	2017	50,000	1.000%	22,400	72,400	1,000,000									
2018	50,000	2.90%	27,550	77,550	2018	50,000	1.200%	21,900	71,900	950,000	29,000	29,000	(6,600)						
2019	50,000	2.90%	26,100	76,100	2019	50,000	1.300%	21,300	71,300	900,000	27,550	27,550	(5,650)						
2020	50,000	2.90%	24,650	74,650	2020	50,000	1.300%	21,300	71,300	850,000	26,100	26,100	(4,800)						
2021	50,000	2.90%	23,200	73,200	2021	50,000	1.450%	20,650	70,650	800,000	24,650	24,650	(4,000)						
2022	50,000	2.90%	21,750	71,750	2022	50,000	1.600%	19,925	69,925	750,000	23,200	23,200	(3,275)						
2023	50,000	2.90%	20,300	70,300	2023	50,000	1.700%	19,125	69,125	700,000	21,750	21,750	(2,625)						
2024	50,000	2.90%	18,850	68,850	2024	50,000	1.850%	18,275	68,275	650,000	20,300	20,300	(2,025)						
2025	50,000	2.90%	17,400	67,400	2025	50,000	2.000%	17,350	67,350	600,000	18,850	18,850	(1,500)						
2026	50,000	2.90%	15,950	65,950	2026	50,000	2.100%	16,350	66,350	550,000	17,400	17,400	(1,050)						
2027	50,000	2.90%	14,500	64,500	2027	50,000	2.250%	15,300	65,300	500,000	15,950	15,950	(650)						
2028	50,000	2.90%	13,050	63,050	2028	50,000	2.350%	14,175	64,175	450,000	14,500	14,500	(500)						
2029	50,000	2.90%	11,600	61,600	2029	50,000	2.450%	13,000	63,000	400,000	13,050	13,050	(325)						
2030	50,000	2.90%	10,150	60,150	2030	50,000	2.550%	11,775	61,775	350,000	11,600	11,600	(175)						
2031	50,000	2.90%	8,700	58,700	2031	50,000	2.750%	10,500	60,500	300,000	10,150	10,150	(350)						
2032	50,000	2.90%	7,250	57,250	2032	50,000	2.850%	9,125	59,125	250,000	8,700	8,700	(425)						
2033	50,000	2.90%	5,800	55,800	2033	50,000	2.950%	7,700	57,700	200,000	7,250	7,250	(450)						
2034	50,000	2.90%	4,350	54,350	2034	50,000	3.000%	6,225	56,225	150,000	5,800	5,800	(425)						
2035	50,000	2.90%	2,900	52,900	2035	50,000	3.100%	4,725	54,725	100,000	4,350	4,350	(375)						
2036	50,000	2.90%	1,450	51,450	2036	50,000	3.150%	3,175	53,175	50,000	2,900	2,900	(275)						
2037	50,000	2.90%			2037	50,000	3.200%	1,600	51,600	0	1,450	1,450	(150)						
TOTALS	1,000,000		304,500	1,304,500		1,000,000		274,575	1,274,575			304,500	(29,925)						

Paris' benefit or (loss) from Loan vs. Investment

52,125

78,975

Somers' benefit from AAA rates vs. current actual rating rates.

52,125

78,975

TOTAL AMOUNT OF REVENUE SHARING CREDIT TO PARIS

82,050

* Uses published MMD Adjusted Scales from 3/6/17. It is understood that the rate will be variable but subject to reset using the same MMD scale adjusted for Bank Qualification by the Financial Advisor mutually agreed upon by the parties only 1 time / year annually on August 1 in the year prior to the next scheduled payment date

NOTES: 1.) It is anticipated that Promissory Notes or Bonds will be issued by the Village of Somers evidencing its obligation to the Town of Paris for repayment of the loan obligations referenced in this exhibit. The form of said notes or bonds shall be developed by the bond attorney for the Village of Somers and reviewed by the bond attorney for the Town of Paris prior to approval by the Town Board
 2.) In order to satisfy the 7 year investment limitation of Wisconsin Statutes for Municipalities the Village of Somers will include a "Put" provision in the bonds allowing the Town to demand the repurchase of the outstanding bonds at par with 90 days notice at any time after 5 years.
 3.) In the event the Town, due to circumstances beyond its control, should experience a drop in its unassigned fund balance below an amount = to 100% of its annual operating expenditures, the Town reserves the right to suspend the loan program and to issue a Put allowing the Town to demand repayment of the outstanding principal at par at any time after 2 years upon 90 days notice to the Village

T-1 Tax Incremental Financing District Analyses for the Village

TID Analysis for Somers / Paris

Using a Proration of Assumed Gross Development of 735 Acres with 110 Acre Allocation to 884 Acre Paris Lands to be annexed by Somers

T-1

Assumptions *

	Original Absorption Assumption
Total Acres	735

Version 7

City of Kenosha	383.78
HWY S Planning Area	241.22
Village Growth Area	110
	735

*The question of what lands would develop and when has always been recognized as an important question in this analysis. As part of the development of the IGA between Somers and Paris, it was assumed that 1.) A finite market exists for absorption of development and that 2.) The Pleasant Praire experience with Lakeview Corp Park would be used as a model for absorption-- the study discounted the Lakeview experience by 25% yielding an assumed rate of absorption of 39 acres / year -- with full development in 20 years = 735 acres, and finally that 3.) within the I-94 planning area the joint Commission created by the IGA would dictate the prioritization as to which areas would be encouraged to develop within the planned time frame.

For Version 7 it is assumed that there is still a finite market of 735 acres that could be absorbed within 20 years... the model arbitrarily assumes a 52% allocation of the development absorption to the City of Kenosha (Red area on Exhibit A) , 33% to Somers (Purple Area on Exhibit A) and 15% to the Paris / Somers Village Growth Area. The immediacy of utility access was a basis for weighting.

T-2 Village/Town Growth Area Parcel Assessments

Paris / Somers Village Growth Area Parcel List

Parcels in Paris that would be Annexed to Somers, (Yellow area on Exhibit G-2 Map)

T-2

TAX PIN	ACRES	OWNER/LAST NAME	OWNER/FIRST NAME	ADDITIONAL FIRST NAME	ASSESSMENT LAND	ASSESSMENT IMPROV	TOTAL ASSESSMENT
1 45-4-221-011-0401	0.34	COUGHLIN	THOMAS	CATHERINE	\$100.00	\$0.00	\$100.00
2 45-4-221-131-0202	2.80	MOSCONI	ENRICO		\$700.00	\$0.00	\$700.00
3 45-4-221-121-0301	5.66	KENOSHA COUNTY LAND VENTURE LLC			\$1,400.00	\$0.00	\$1,400.00
4 45-4-221-131-0210	5.07	MOSCONI	ENRICO		\$1,400.00	\$0.00	\$1,400.00
5 45-4-221-124-0102	8.78	WE ENERGIES			\$2,500.00	\$0.00	\$2,500.00
6 45-4-221-124-0200	32.83	CLAUSEN	GENE A	SANDRA K	\$8,300.00	\$0.00	\$8,300.00
7 45-4-221-124-0250	32.88	BIERN	BYRON E	KATHLEEN B	\$8,400.00	\$0.00	\$8,400.00
8 45-4-221-011-0102	3.44	SONDAY	MARK S	JOYCE V	\$11,200.00	\$0.00	\$11,200.00
9 45-4-221-134-0300	43.97	FREDERICK PROPERTIES LLC			\$12,500.00	\$0.00	\$12,500.00
10 45-4-221-011-0402	51.18	COUGHLIN	THOMAS	CATHERINE	\$12,700.00	\$0.00	\$12,700.00
11 45-4-221-131-0203	45.89	MOSCONI	ENRICO		\$12,900.00	\$0.00	\$12,900.00
12 45-4-221-014-0100	55.52	MSIAKOS	KONSTANTINOS		\$16,400.00	\$0.00	\$16,400.00
13 45-4-221-121-0302	150.57	KENOSHA COUNTY LAND VENTURE LLC			\$37,000.00	\$0.00	\$37,000.00
14 45-4-221-011-0101	9.59	SONDAY	MARK S	JOYCE V	\$46,100.00	\$0.00	\$46,100.00
15 45-4-221-134-0410	0.64	SHEBENECK	JOANNE M	SANDRA	\$52,800.00	\$52,400.00	\$105,200.00
16 45-4-221-131-0120	0.36	INFUSINO	EUGENE		\$44,000.00	\$0.00	\$105,500.00
17 45-4-221-131-0100	1.00	LENNERS	JAMES H		\$64,300.00	\$0.00	\$118,300.00
18 45-4-221-131-0125	0.35	CRANE	HARRY T	MICHELE R	\$94,400.00	\$0.00	\$137,400.00
19 45-4-221-134-0101	64.04	GRIC	SLAVKO		\$131,700.00	\$0.00	\$145,300.00
20 45-4-221-124-0305	0.55	BIERN	BYRON E	KATHLEEN	\$97,500.00	\$97,500.00	\$148,500.00
21 45-4-221-124-0410	1.57	MANKE	EDWARD	MARY	\$102,100.00	\$150,800.00	\$150,800.00
22 45-4-221-011-0410	1.49	JARSIAD	CHRISTY		\$71,300.00	\$89,700.00	\$161,000.00
23 45-4-221-134-0420	0.71	SHELDON	DAVID L		\$116,300.00	\$116,500.00	\$170,500.00
24 45-4-221-121-0305	9.79	PREMER	JOANNA		\$123,000.00	\$48,800.00	\$171,800.00
25 45-4-221-131-0105	1.58	STRINI	PETER M	REBECCA J	\$113,200.00	\$175,500.00	\$175,500.00
26 45-4-221-244-0105	14.28	MAUBER	CHARLES		\$73,400.00	\$176,800.00	\$176,800.00
27 45-4-221-011-0106	1.23	KELLER	DIANE L		\$116,400.00	\$181,700.00	\$181,700.00
28 45-4-221-134-0405	0.64	MENAREK	WILLIAM E		\$131,600.00	\$184,400.00	\$184,400.00
29 45-4-221-131-0201	4.32	MOSCONI	ENRICO	JEAN M	\$100,500.00	\$186,100.00	\$186,100.00
30 45-4-221-134-0430	2.59	WAWIORKA	MARYANN		\$102,200.00	\$191,000.00	\$191,000.00
31 45-4-221-121-0100	5.00	WITTROCK COBB FAMILY ASSET TRUST			\$92,300.00	\$203,800.00	\$203,800.00
32 45-4-221-131-0115	1.33	RIGERT	GARY G		\$145,500.00	\$206,300.00	\$206,300.00
33 45-4-221-131-0301	77.35	MOSCONI	ENRICO		\$101,200.00	\$215,100.00	\$215,100.00
34 45-4-221-241-0301	108.80	FREDERICK	JOHN		\$77,700.00	\$219,700.00	\$219,700.00
35 45-4-221-014-0400	20.21	OLSEN	JAMES P	PATRICIA A	\$139,300.00	\$233,400.00	\$233,400.00
36 45-4-221-124-0400	7.43	GRIC	SLAVKO		\$249,200.00	\$0.00	\$249,200.00
37 45-4-221-241-0102	49.78	FREDERICK FAMILY REVOCABLE TRUST			\$163,900.00	\$293,200.00	\$293,200.00
38 45-4-221-124-0300	10.71	WARREN	BRENT M	STEPHANIE L	\$194,000.00	\$310,400.00	\$310,400.00
39 45-4-221-244-0121	1.17	DIAKOVIC	TOMISLAV	NADA	\$422,400.00	\$592,200.00	\$592,200.00
40 45-4-221-131-0205	7.13	BROZAK HOLDINGS LLC			\$199,200.00	\$1,014,200.00	\$1,014,200.00
41 45-4-221-134-0400	36.78	PAYNE & DOLAN INC			\$676,600.00	\$507,800.00	\$1,184,400.00
42 45-4-221-241-0200	4.85	SUPER MIX CONCRETE LLC			\$696,400.00	\$1,067,800.00	\$1,764,200.00
TOTALS	884.18				\$4,062,700.00	\$5,104,800.00	\$9,167,500.00

T-3 Tax Incremental Financing District Analysis for 884 Acre Village Growth Area – Development Assumptions

TID Analysis for 884 Acre Village Growth Area

Using a Proration of Assumed Gross Development of 735 Acres with 110 Acre Allocation to 884 Acre Paris Lands to be annexed by Somers
Development Assumptions

Construction Year	Base Value	Phase 2 Commercial ¹			Phase 2-4 Industrial ¹			Total Developed Acreage			Annual Total Value	Construction Year
		Acres	Sensitivity Adjusted Acres	Land Value	Building Value	Acres	Sensitivity Adjusted Acres	Land Value	Building Value	Total		
1 2016			0.00	0	0		0.00	0	0	0	0	2016
2 2017			0.00	0	0		0.00	0	0	0	0	2017
3 2018			0.00	0	0		0.00	0	0	0	0	2018
4 2019			0.00	0	0		0.00	0	0	0	0	2019
5 2020			0.00	0	0		0.00	0	0	0	0	2020
6 2021			0.00	0	0		0.00	0	0	0	0	2021
7 2022		8.00	8.00	984,433	3,410,962	6.00	6.00	723,325	2,558,221	6	6,516,440	2022
8 2023		8.00	8.00	989,256	3,428,017	6.00	6.00	726,942	2,571,042	6	7,695,240	2023
9 2024		8.00	8.00	974,302	3,445,157	6.00	6.00	730,576	2,583,867	6	7,733,716	2024
10 2025		8.00	8.00	979,972	3,462,382	6.00	6.00	734,229	2,596,787	6	7,772,385	2025
11 2026		8.00	8.00	982,367	3,479,694	6.00	6.00	737,900	2,609,771	6	7,811,247	2026
12 2027			0.00	0	0	6.00	6.00	741,590	2,622,820	6	3,364,415	2027
13 2028			0.00	0	0	6.00	6.00	745,238	2,635,934	6	3,381,237	2028
14 2029			0.00	0	0	4.00	4.00	499,350	1,766,076	4	2,265,429	2029
15 2030			0.00	0	0	4.00	4.00	501,846	1,774,906	4	2,276,756	2030
16 2031			0.00	0	0	4.00	4.00	504,356	1,783,780	4	2,288,340	2031
17 2032			0.00	0	0	4.00	4.00	506,877	1,792,699	4	2,299,581	2032
18 2033			0.00	0	0	4.00	4.00	509,412	1,801,663	4	2,311,079	2033
19 2034			0.00	0	0	4.00	4.00	511,959	1,810,671	4	2,322,634	2034
20 2035			0.00	0	0	4.00	4.00	514,519	1,819,725	4	2,334,247	2035
Total	(3,140,518)	40	40.00	4,870,630	17,226,211	70	70.00	8,689,178	30,727,932	70	60,372,546	110

Notes: ¹ Value Assumptions based upon Lakeview Corporate Park

Pleasant Prairie
 \$307,000 Land Value per acre for industrial
 \$117,000 Land Value per acre for commercial
 \$308,000 Building value per acre - industrial
 \$413,800 Building value per acre - commercial
 1.005 Escalation factor - 5%/year

³ Assumes Lakeview Model of 735 Acres over 20+ years with 438 in City of Kenosha, 187 in Somers and 110 Acres in Paris area to be annexed by Somers.



TID and Tax Distribution Analysis for Paris Lands Annexed to Somers Village Growth Area 5_15_17.xlsx

T-4 Tax Incremental Financing District Analysis for 884 Acre Village Growth Area – Tax Increment
Projection Worksheet

TID Analysis for 884 Acre Village Growth Area

Using a Proration of Assumed Gross Development of 735 Acres with 110 Acre Allocation to 884 Acre Paris Lands to be annexed by Somers

Tax Increment Projection Worksheet

Type of District	Mixed Use	Base Value	3,742,057	
Creation Date	September 1, 2016	Appreciation Factor	0.50%	<input checked="" type="checkbox"/> Apply to Base Value
Valuation Date	Jan 1, 2016	Base Tax Rate	\$21.91	
Max Life (Years)	20	Rate Adjustment Factor	0.00%	
Expenditure Periods/Termination	15 9/3/2033			
Revenue Periods/Final Year	20 2037			
Extension Eligibility/Years	Yes 3	Tax Exempt Discount Rate	4.00%	
Recipient District	No	Taxable Discount Rate	5.50%	

Construction Year	Value Added	Valuation Year	Inflation Increment	Total Increment	Revenue Year	Tax Rate	Tax Increment	Tax Exempt NPV Calculation	Taxable NPV Calculation
1	2016	0	2017	0	0	2018	\$21.91	0	0
2	2017	0	2018	0	0	2019	\$21.91	0	0
3	2018	0	2019	0	0	2020	\$21.91	0	0
4	2019	0	2020	0	0	2021	\$21.91	0	0
5	2020	0	2021	0	0	2022	\$21.91	0	0
6	2021	0	2022	0	0	2023	\$21.91	0	0
7	2022	6,516,440	2023	0	6,516,440	2024	\$21.91	142,746	108,475
8	2023	7,895,240	2024	32,582	14,244,262	2025	\$21.91	312,028	336,471
9	2024	7,793,716	2025	71,221	22,049,199	2026	\$21.91	483,000	675,821
10	2025	7,772,385	2026	110,246	29,931,830	2027	\$21.91	655,673	1,118,770
11	2026	7,811,247	2027	149,659	37,892,736	2028	\$21.91	830,061	1,657,962
12	2027	3,364,415	2028	189,464	41,446,615	2029	\$21.91	907,911	2,225,040
13	2028	3,381,237	2029	207,233	45,035,085	2030	\$21.91	986,518	2,817,517
14	2029	2,265,429	2030	225,175	47,525,690	2031	\$21.91	1,041,076	3,418,713
15	2030	2,276,756	2031	237,628	50,040,075	2032	\$21.91	1,096,155	4,027,369
16	2031	2,288,140	2032	250,200	52,578,415	2033	\$21.91	1,151,759	4,642,303
17	2032	2,299,581	2033	262,892	55,140,888	2034	\$21.91	1,207,891	5,262,402
18	2033	2,311,079	2034	275,704	57,727,671	2035	\$21.91	1,264,566	5,886,622
19	2034	2,322,684	2035	288,638	60,338,945	2036	\$21.91	1,321,758	6,513,884
20	2035	2,334,247	2036	301,695	62,974,885	2037	\$21.91	1,379,499	7,145,570
Totals		60,372,546		2,602,339		Future Value of Increment:			5,804,816

Notes:

- All results will vary depending on development, inflation or overall tax rates.

- NPV calculations represent estimated amount of funds that could be borrowed (including project costs, capitalized interest and issuance costs).

Uses Assumed 110 Acre allocation from 735 Max Absorption Model over 20 Year Period.