

AMENDMENT TO THE

REGIONAL WATER QUALITY MANAGEMENT PLAN

GREATER KENOSHA AREA

AS ADOPTED BY THE

SOUTHEASTERN WISCONSIN REGIONAL PLANNING COMMISSION

JUNE 2015

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Dr. Thomas M. Slawski Chief Biologist

SOUTHEASTERN WISCONSIN REGIONAL PLANNING COMMISSION

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SUBJECT: Certification of Amendment to the Adopted Regional Water Quality Management Plan (Greater Kenosha Sanitary Sewer Service Area)

TO: The Legislative Bodies of Concerned Local Units of Government within the Southeastern Wisconsin Region, namely: the County of Kenosha, the City of Kenosha, the Town of Paris, and the Kenosha Water Utility

This is to certify that at the meeting of the Southeastern Wisconsin Regional Planning Commission, held on the 17th day of June 2015, the Commission did by unanimous vote of all Commissioners present, being 16 ayes and 0 nays, and by appropriate Resolution, a copy of which is made a part hereof and incorporated by reference to the same force and effect as if it had been specifically set forth herein in detail, adopt an amendment to the regional water quality management plan, which plan was originally adopted by the Commission on the 12th day of July 1979, as part of the master plan for the physical development of the Region. Said amendment to the regional water quality management plan pertains to the revised Greater Kenosha sanitary sewer service area and consists of the documents attached hereto and made a part hereof. Such action taken by the Commission is recorded on, and is a part of, said plan, and the plan as amended is hereby transmitted to the constituent local units of government for consideration, adoption, and implementation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal and cause the Seal of the Southeastern Wisconsin Regional Planning Commission to be hereto affixed. Dated at the City of Pewaukee, Wisconsin, this 18th day of June 2015.

David L. Stroik, Chairman
Southeastern Wisconsin
Regional Planning Commission

ATTEST:

Kenneth R. Yunker, Deputy Secretary

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RESOLUTION NO. 2015-09

**RESOLUTION OF THE SOUTHEASTERN WISCONSIN REGIONAL PLANNING
COMMISSION AMENDING THE ADOPTED REGIONAL WATER QUALITY
MANAGEMENT PLAN, THAT PLAN BEING A PART OF THE MASTER PLAN
FOR THE PHYSICAL DEVELOPMENT OF THE REGION CONSISTING OF THE
COUNTIES OF KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH,
WASHINGTON AND WAUKESHA IN THE STATE OF WISCONSIN
(GREATER KENOSHA SANITARY SEWER SERVICE AREA)**

WHEREAS, pursuant to Section 66.0309(10) of the *Wisconsin Statutes*, the Southeastern Wisconsin Regional Planning Commission, at a meeting held on the 12th day of July 1979, duly adopted a regional water quality management plan as documented in the three-volume SEWRPC Planning Report No. 30, *A Regional Water Quality Management Plan for Southeastern Wisconsin: 2000*; and

WHEREAS, the Commission duly adopted an amendment to the regional water quality management plan refining and detailing the Greater Kenosha sanitary sewer service area as documented in SEWRPC Community Assistance Planning Report No. 106, *Sanitary Sewer Service Area for the City of Kenosha and Environs, Kenosha County, Wisconsin*, November 1985, as amended; and

WHEREAS by letter dated February 2, 2015, the Kenosha Water Utility requested that the Commission amend the Greater Kenosha sanitary sewer service area to include certain lands located outside of the currently adopted sewer service area; and

WHEREAS, the proposed amendment to the regional water quality management plan is documented in a Commission staff memorandum entitled, "Response to Request by the Kenosha Water Utility to Amend the Greater Kenosha Sanitary Sewer Service Area," attached hereto and made a part hereof; and

WHEREAS, the requested change to the regional water quality management plan, as documented in the aforementioned staff memorandum, was the subject of a public hearing held jointly by the Kenosha Water Utility and the Regional Planning Commission on June 1, 2015; and

WHEREAS, Section 66.0309(9) of the *Wisconsin Statutes* authorizes and empowers the Regional Planning Commission, as the work of making the whole master plan progresses, to amend, extend, or add to the master plan or carry any part or subject thereof into greater detail;

NOW, THEREFORE, BE IT HEREBY RESOLVED:

FIRST: That the regional water quality management plan for the Southeastern Wisconsin Region, being a part of the master plan for the physical development of the Region and comprised of SEWRPC Planning Report No. 30, Volumes One, Two, and Three, which was adopted by the Commission as a part of the master plan on the 12th day of July 1979, and which was subsequently amended to include the refined Greater Kenosha sanitary sewer service area, be and the same hereby is amended in the manner identified on Map 1 of the aforementioned SEWRPC staff memorandum.

SECOND: That the Executive Director is authorized to submit findings to the Wisconsin Department of Natural Resources and the Wisconsin Department of Safety and Professional Services that public and private sanitary sewer extensions necessary to serve the anticipated development on the lands concerned are in conformance with, and would serve to implement, the adopted regional water quality management plan as herein amended.

RESOLUTION NO. 2015-09

THIRD: That a true, correct, and exact copy of this resolution, together with the aforementioned SEWRPC staff memorandum, shall be forthwith distributed to each of the local legislative bodies of the local governmental units within the Region entitled thereto and to such other bodies, agencies, or individuals as the law may require or as the Commission, its Executive Committee, or its Executive Director, at their discretion, shall determine and direct.

The foregoing resolution, upon motion duly made and seconded, was regularly adopted at the meeting of the Southeastern Wisconsin Regional Planning Commission held on the 17th day of June 2015, the vote being: Ayes 16; Nays 0.

A handwritten signature in black ink, appearing to read "David L. Stroik".

David L. Stroik, Chairman

ATTEST:

A handwritten signature in black ink, appearing to read "Kenneth R. Yunker".

Kenneth R. Yunker, Deputy Secretary

SEWRPC STAFF MEMORANDUM

RESPONSE TO REQUEST BY THE KENOSHA WATER UTILITY TO AMEND THE GREATER KENOSHA SANITARY SEWER SERVICE AREA

INTRODUCTION

By letter dated February 2, 2015, the Kenosha Water Utility requested that the Southeastern Wisconsin Regional Planning Commission (SEWRPC) amend the Greater Kenosha sanitary sewer service area tributary to the City of Kenosha wastewater treatment plant. That area is currently documented in a SEWRPC report titled *Amendment to the Regional Water Quality Management Plan—Greater Kenosha Area*, dated December 2001, as amended. The basic purpose of this amendment would be to include within the planned Greater Kenosha sewer service area certain lands located immediately adjacent to, but outside, the currently adopted sewer service area.

AREA DESCRIPTION

As shown on Map 1, the areas proposed to be added to the Greater Kenosha sanitary sewer service area encompass approximately 303 acres located generally south of STH 142, west of IH 94/USH 41, and east of CTH UE. It includes about 22 acres of land located within existing freeway and street right-of-way, two acres of existing commercial development, and 21 acres of existing residential land. The subject area also includes just over eight acres of small wetlands as identified in the Wisconsin Wetlands Inventory and 250 acres of agricultural land. The subject area does not encompass any lands that have been identified as environmental corridor or isolated natural resource area. It is envisioned that upon full development, the subject site would be developed for warehouse/distribution use.

A more detailed delineation of the amended sewer service area is shown on the aerial photographs reproduced as Maps 2 and 3. The environmentally significant lands shown on Maps 2 and 3 have been updated to reflect the most recent available natural resource information.

RELATIONSHIP OF THE PROPOSED CHANGES TO THE EXISTING SANITARY SEWER SERVICE AREA

The proposed addition of 303 acres to the Greater Kenosha sanitary sewer service area represents an increase in the planned sewer service area of less than 1 percent.

WATER QUALITY IMPACTS

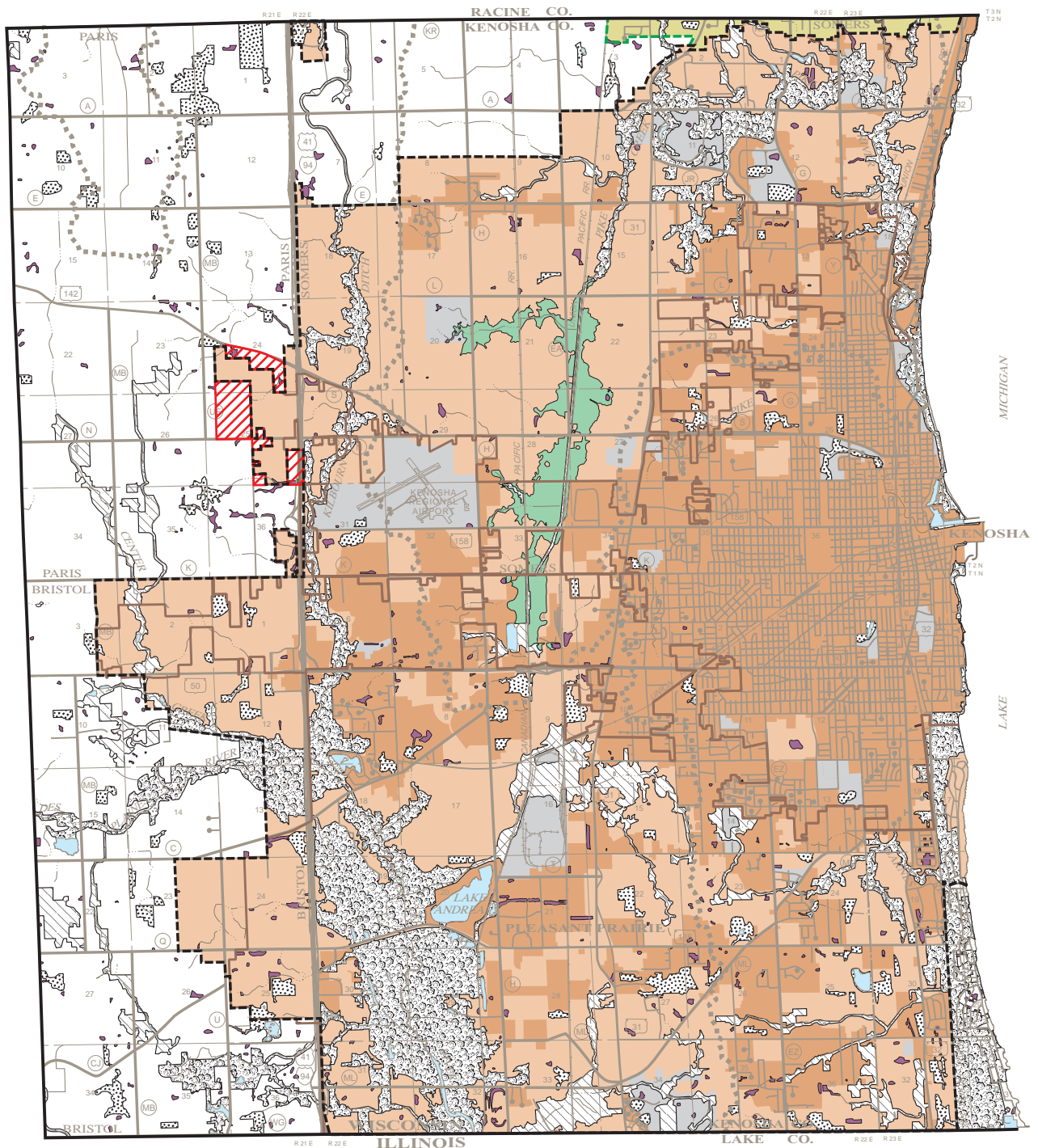
Under the adopted regional water quality management plan and the Greater Kenosha sanitary sewer service area plan, it is envisioned that all new urban development within the planned urban service area would receive sanitary sewer service. Assuming that all applicable Federal, State, and local permits are obtained and that proper site development and construction practices are employed, there should be no significant adverse water quality impacts attributable to the development of the planned sanitary sewer service area.











WASTEWATER TREATMENT PLANT CAPACITY ANALYSIS

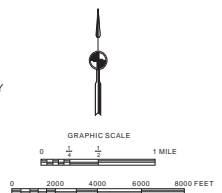
The City of Kenosha wastewater treatment plant has a capacity of about 28.6 millions of gallons per day (mgd) of wastewater on an average annual basis. The current hydraulic loading to the plant is about 22.9 mgd on an average annual basis. The proposed addition to the sewer service area would add a planned warehouse/distribution development of about 270 acres. The anticipated flow to be generated from the development expected to be

Map 1

PROPOSED AMENDMENT TO THE GREATER KENOSHA SANITARY SEWER SERVICE AREA



- | | |
|--|--|
|  GREATER KENOSHA
SANITARY SEWER SERVICE AREA |  WETLANDS AND SURFACE WATER AREAS LESS THAN
FIVE ACRES IN SIZE LOCATED OUTSIDE ENVIRONMENTAL
CORRIDORS AND ISOLATED NATURAL RESOURCE AREAS |
|  AREAS SERVED BY SEWERS TRIBUTARY TO THE CITY OF
KENOSHA SEWAGE TREATMENT FACILITY: 2006 |  AIRPORTS, LARGE PARK AND RECREATION SITES,
AND SIMILAR USES WITHIN THE SEWER SERVICE AREA |
|  RACINE AND ENVIRONS
SANITARY SEWER SERVICE AREA |  UNDEVELOPED FLOODLANDS ALONG PIKE CREEK THAT ARE POTENTIAL ADDITIONS TO
THE PIKE CREEK ENVIRONMENTAL CORRIDOR. THE BOUNDARIES OF SUCH AREAS MAY
BE MODIFIED BASED UPON ENGINEERING STUDIES AND DETAILED SITE PLANNING. IN
ACCORDANCE WITH EXISTING FLOODPLAIN REGULATIONS AND A FINDING OF NO NET
LOSS IN FLOODWATER STORAGE VOLUME. CLASSIFICATION AS TO PRIMARY OR
SECONDARY ENVIRONMENTAL CORRIDOR WILL BE MADE BASED UPON THE ULTIMATE
CONFIGURATION OF THE FLOODPLAIN IN THIS AREA. |
|  PRIMARY ENVIRONMENTAL CORRIDOR |  AREAS PROPOSED TO BE ADDED TO THE GREATER KENOSHA
SANITARY SEWER SERVICE AREA: JUNE 2015 |
|  SECONDARY ENVIRONMENTAL CORRIDOR | |
|  ISOLATED NATURAL RESOURCE AREA | |



Source: SEWRPC.

accommodated in the subject property is about 0.27 mgd. Thus, the treatment plant has adequate capacity to treat wastewater flows from the area proposed to be added to the sewer service area.

PUBLIC REACTION TO THE PLAN AMENDMENT

A public hearing was held on June 1, 2015, at the City of Kenosha Safety Building to receive public comment on, and reaction to, the proposed sewer service area amendment. The hearing was sponsored by the Kenosha Water Utility and the Regional Planning Commission. A summary of the amendment was presented prior to receiving public comment.

Commission staff noted that the Regional Planning Commission had received a letter dated May 26, 2015, on behalf of the Town of Paris (see Appendix B) indicating that the Town is opposed to a portion of the requested sewer service area amendment. The letter notes that while the areas proposed to be added to the sewer service area are located within a City “Growth Area” agreed upon by the Town and City, the Town believes the planned sanitary sewer service area should be incrementally expanded as annexations are proposed within the City “Growth Area.”

Staff indicated that the Regional Planning Commission is convening a meeting of representatives of the City of Kenosha, Town of Paris, and the Kenosha Water Utility to explore a potential resolution of their differences.

A member of the Board of Water Commissioners noted that the proposed amendment is consistent with the Town/City agreed upon “Growth Area” and that adding all of the “Growth Area” lands to the planned sewer service area is necessary for sewer system planning and is more efficient than doing multiple amendments in the future.

LOCAL ACTION ON THE PLAN AMENDMENT

The Board of Water Commissioners of the Kenosha Water Utility approved the sewer service area amendment following the public hearing on June 1, 2015.

INTERGOVERNMENTAL MEETING ON THE PLAN AMENDMENT

On June 8, 2015, an intergovernmental meeting was held at the Town of Paris Municipal Building for the purpose of discussing Town concerns related to the proposed Kenosha sewer service area plan amendment. In attendance were the Paris Town Board Chairman, the Mayor of the City of Kenosha, representatives of the Kenosha Water Utility, other representatives of the City and Town, and SEWRPC staff.

The Town Board Chairman and the Town attorney reiterated the position of the Town as noted in their letter that the Town is opposed to a portion of the requested sewer service area amendment. They acknowledged that the areas proposed to be added to the sewer service area are located within a Town/City agreed upon “Growth Area.” They stated that the Town believes the planned sanitary sewer service area should be incrementally expanded as annexations are proposed within the City “Growth Area.” They noted the agreement for the City “Growth Area,” which provides that the Town would not oppose annexations within the City “Growth Area” has a five year term ending on May 15, 2019. It was agreed by all that the intergovernmental agreement between the Town and City relating to future annexations and development of the subject area did not specifically address sewer service area planning. The Mayor noted that the proposed boundary of the amended sewer service area is consistent with the agreed upon City “Growth Area,” and that adding such lands in one amendment is desirable to avoid multiple amendments in the future. It was also noted by City staff that including all of the “Growth Area” in the planned sewer service area would facilitate facility planning and would help streamline development proposals in the future.

After a lengthy discussion, the Commission staff suggested, and those in attendance agreed, that the Commission would approve the sewer service area plan amendment with a recommendation that the Town and City meet with Commission staff after the intergovernmental agreement expires on May 15, 2019 to evaluate the status of development in the designated City “Growth Area.”

CONCLUDING RECOMMENDATION

The Regional Planning Commission’s evaluation of proposed sanitary sewer service area amendments includes a consideration of whether the amendment is consistent with the regional land use plan, the regional water quality management plan, and the provisions of the *Wisconsin Administrative Code* governing water quality management plans, and whether established procedures for amending sewer service areas have been followed.

- **Consistency with the Regional Land Use Plan**

The regional land use plan recommends that, in addition to the infilling and redevelopment of existing urban centers, new urban development within the Region be accommodated through the orderly expansion of existing urban centers in locations which can be readily served by basic urban facilities, including sanitary sewer service, with the overall amount of new urban development being consistent with projected growth in population and the economic base. The regional land use plan further recommends the preservation of primary environmental corridors and that consideration be given to the preservation of secondary environmental corridors and isolated natural resource areas. The proposed sewer service area amendment is consistent with these recommendations of the regional land use plan.

- **Consistency with the Regional Water Quality Management Plan**

The regional water quality management plan recommends that new urban development within the Region be provided with centralized sanitary sewer service. The plan designates a wastewater treatment plant to serve each of the urban centers within the Region that are identified in the regional land use plan. In the case at hand, the regional plan recommends that wastewater from the Greater Kenosha urban service area be conveyed to and treated at the City of Kenosha wastewater treatment plant. The proposed sewer service area amendment is consistent with these recommendations of the regional water quality management plan.

- **Consistency with Chapter NR 121 of the *Wisconsin Administrative Code***

Chapter NR 121 of the *Wisconsin Administrative Code* governs the preparation of areawide water quality management plans, including the component sewer service area plans. The code requires that sewer service areas be determined in a way that promotes cost-effective and environmentally sound wastewater collection and treatment and that is consistent with 20-year population projections. Under the code, sewer service area plans must identify lands that are to be excluded from sewer service because of physical or environmental constraints or potential adverse water quality impacts. The proposed sewer service area amendment is consistent with these provisions of the *Wisconsin Administrative Code*.

- **Consistency with Procedural Requirements**

As carried out by the Regional Planning Commission, the sewer service area amendment process must begin with a request to the Commission from the appropriate local unit of government or government agency to process the amendment. A public hearing must be held on the proposed amendment; the hearing is jointly sponsored by the Regional Planning Commission and the requesting agency or unit of government. Subsequent to the public hearing, the requesting agency or unit of government must act to approve the amendment as presented at the hearing, approve a modified amendment, or deny the amendment. Only after approval by the requesting agency or unit of government will the proposed amendment be considered for adoption by the Regional Planning Commission as an amendment to the

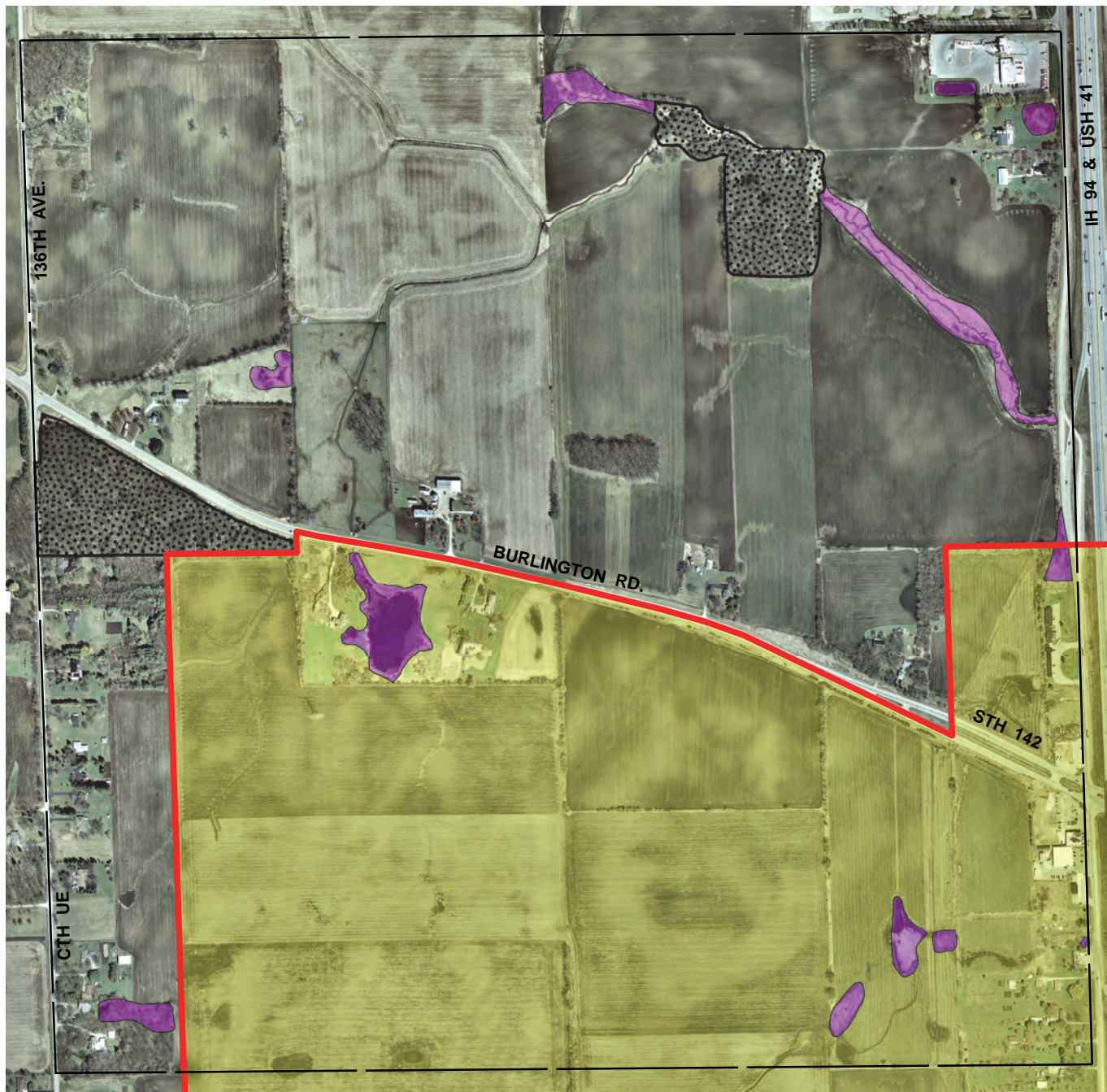
areawide water quality management plan. All of the Commission's procedural requirements have been met for this amendment.

Given all of the foregoing, it is recommended that the Southeastern Wisconsin Regional Planning Commission formally amend the Greater Kenosha sanitary sewer service area as documented in SEWRPC Community Assistance Planning Report No. 106, as amended, in the manner shown on Map 1. It is also recommended that the Wisconsin Department of Natural Resources approve this sewer service area plan amendment and transmit the plan amendment to the U.S. Environmental Protection Agency for certification.

Map 2

ENVIRONMENTALLY SIGNIFICANT LANDS AND PLANNED SANITARY SEWER SERVICE AREA FOR THE GREATER KENOSHA AREA

U.S. Public Land Survey Section 24
Township 2 North, Range 21 East



Photography Date: April 2010



ISOLATED NATURAL RESOURCE AREA



WETLANDS AND SURFACE WATER AREAS LESS THAN FIVE ACRES IN SIZE LOCATED OUTSIDE ENVIRONMENTAL CORRIDORS AND ISOLATED NATURAL RESOURCE AREAS



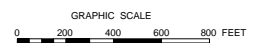
PLANNED SANITARY SEWER SERVICE AREA



GROSS SANITARY SEWER SERVICE AREA BOUNDARY

NOTE: This map replaces Map 2, page 5, of SEWRPC Amendment to the Regional Water Quality Management Plan, Greater Kenosha Area, September 2014.

Source: SEWRPC.



Map 3

ENVIRONMENTALLY SIGNIFICANT LANDS AND PLANNED SANITARY SEWER SERVICE AREA FOR THE GREATER KENOSHA AREA

U.S. Public Land Survey Section 25
Township 2 North, Range 21 East



Photography Date: April 2010



ISOLATED NATURAL RESOURCE AREA



PLANNED SANITARY SEWER SERVICE AREA



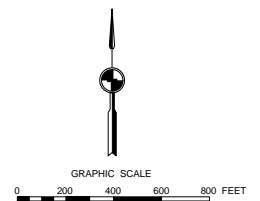
WETLANDS AND SURFACE WATER AREAS LESS THAN FIVE ACRES IN SIZE LOCATED OUTSIDE ENVIRONMENTAL CORRIDORS AND ISOLATED NATURAL RESOURCE AREAS



GROSS SANITARY SEWER SERVICE AREA BOUNDARY

NOTE: This map replaces Map 3, page 6, of SEWRPC *Amendment to the Regional Water Quality Management Plan, Greater Kenosha Area*, September 2014 and a portion of Map 3-15, page 24, of SEWRPC *Amendment to the Regional Water Quality Management Plan, Greater Kenosha Area*, December 2001.

Source: SEWRPC.



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APPENDICES

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Appendix A

REGIONAL HOUSING PLAN: JOB/HOUSING BALANCE ANALYSIS

On March 13, 2013, the Regional Planning Commission adopted a regional housing plan for the seven-county Southeastern Wisconsin Region. That plan is documented in SEWRPC Planning Report No. 54, *A Regional Housing Plan for Southeastern Wisconsin*, dated March 2013. The plan addresses a range of housing issues and concerns, including the balance between jobs and housing throughout the Region. The plan includes a generalized analysis of the “job/housing balance” for subareas of the Region. The regional housing plan recommends that the findings of the job-housing analysis be provided to communities seeking to amend their sanitary sewer service areas, with the intent to inform communities of any job/housing imbalance, and to encourage them to consider addressing the imbalance when they review and update their community comprehensive plan and zoning ordinance. Accordingly, the findings of that analysis are summarized in this appendix.

The job/housing analysis conducted under the regional housing study examined the relationship between jobs and housing that would exist in areas planned by local governments to be served by a public sanitary sewer system, assuming implementation of adopted long-range comprehensive plans for those areas. For each sewered community, the analysis compared the projected relative shares of lower-cost, moderate-cost, and higher-cost housing¹ with the projected relative shares of lower-wage, moderate-wage, and higher-wage jobs,² respectively. Job/housing imbalances identified under this analysis are indicated on Map A-1. A “lower-cost” job/housing imbalance indicates a community projected to have a higher percentage of lower-wage jobs than lower-cost housing. A “moderate-cost” job/housing imbalance indicates a community projected to have a higher percentage of moderate-wage jobs than moderate-cost housing.

Map A-1 shows the City of Kenosha is projected to have no shortage of affordable housing compared to job wages. The regional housing plan would encourage the City to consider conducting a more detailed job/housing analysis specific to their community, with the community-level analysis considering community-specific wage data and housing price data. The community-specific analysis could also consider the effect of multiple workers in a household, which was not incorporated in the regional-level analysis.

The regional housing plan further recommends that communities which are demonstrated to have a job/housing imbalance following a community-specific analysis consider making changes to their comprehensive plan and zoning ordinance, as appropriate, in order to enable the provision of housing suitable for the people holding jobs in their community. Actions to address a moderate-cost job/housing imbalance could include modifying the comprehensive plan to permit some single-family residences on smaller lots (1/4 acre or less) and of modest square footage (1,200 square feet or less). Actions to address

¹ For purposes of the analysis, lower-cost housing generally includes multi-family dwellings and single- and two-family dwellings at densities of 6,000 square feet or less per dwelling unit; moderate-cost housing includes single- and two-family dwellings at densities of one dwelling per 6,000 to 20,000 square feet for homes constructed prior to 2000 and at densities of one dwelling per 6,000 to 10,000 square feet for housing constructed after 2000; and higher-cost housing includes the balance of the housing stock.

² For purposes of the analysis, lower-wage jobs include those with an average annual wage that is 80 percent or less than the average annual wage for all jobs in the county; moderate-wage jobs include those with an average annual wage between 80 percent and 135 percent of average annual wage for all jobs in the county; and higher-wage jobs include those with an average annual wage that is 135 percent or more of the annual average wage for all jobs in the county.

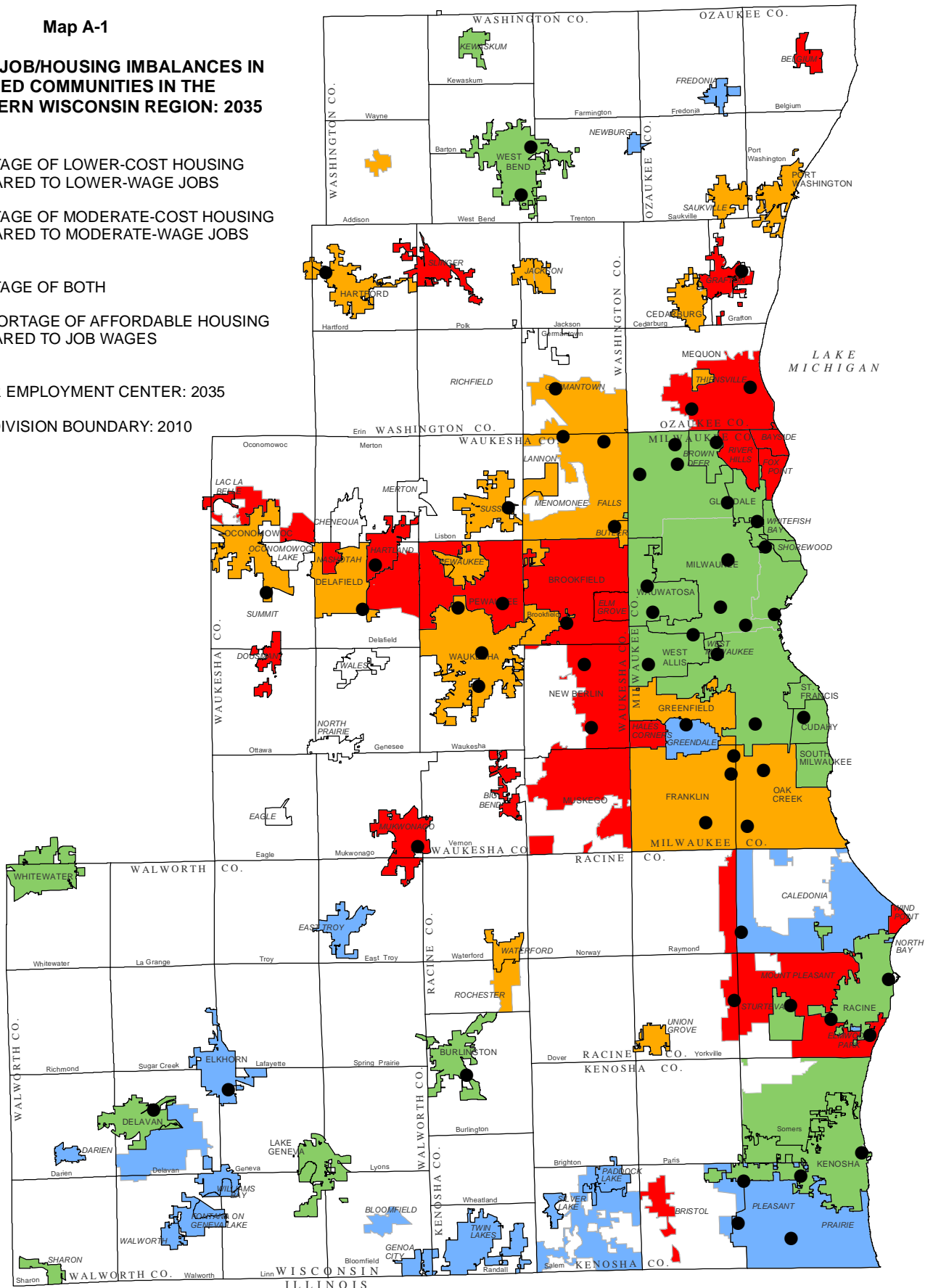
a lower-cost job/housing imbalance could include modifying the comprehensive plan to permit some modest multi-family housing (density of about 10 housing units per acre and 800 to 850 square feet per two bedroom apartment).

Additional information about the housing plan and the job/housing balance analysis is available on the SEWRPC website (www.sewrpc.org/sewrpc/housing.htm) or by contacting the SEWRPC staff.

Map A-1

**PROJECTED JOB/HOUSING IMBALANCES IN
SEWERED COMMUNITIES IN THE
SOUTHEASTERN WISCONSIN REGION: 2035**

- SHORTAGE OF LOWER-COST HOUSING
COMPARED TO LOWER-WAGE JOBS
- SHORTAGE OF MODERATE-COST HOUSING
COMPARED TO MODERATE-WAGE JOBS
- SHORTAGE OF BOTH
- NO SHORTAGE OF AFFORDABLE HOUSING
COMPARED TO JOB WAGES
- MAJOR EMPLOYMENT CENTER: 2035
- CIVIL DIVISION BOUNDARY: 2010



Source: Local Government Comprehensive Plans and SEWRPC.

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Appendix B

**TOWN OF PARIS LETTER REGARDING
THE PROPOSED GREATER KENOSHA
SANITARY SEWER SERVICE AREA
PLAN AMENDMENT**

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PRUITT, EKES & GEARY, S.C.

Timothy J. Pruitt
Elaine Sutton Ekes
Christopher A. Geary

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610 Main Street, Suite 100, Racine, WI 53403

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Facsimile: 262-456-2086

www.peglawfirm.com

May 26, 2015

Transmitted Via Electronic Mail and U.S. Mail

Mr. Kenneth R. Yunker, P.E.
Executive Director
SEWRPC
W239 N1812 Rockwood Drive
P.O. Box 1607
Waukesha, WI 53187-1607

*RE: Request by the Kenosha Water Utility to Amend the
Greater Kenosha Sanitary Sewer Service Area*

Dear Mr. Yunker:

We are the attorneys for the Town of Paris and have been authorized by the Town Board to convey the Town Board's opposition to a portion of the requested sewer service area amendment.

Attached as Exhibit A is a copy of the 2014 Agreement entered into among the Town of Paris, City of Kenosha and Kenosha County with respect to, among other provisions, establishing a "Growth Area" within which the City would be free to accept direct annexations by unanimous approval ("Agreement"). Pursuant to the terms of that Agreement, the Town agreed not to contest the amendment of the sewer service area to include a *portion* of that growth area. The proposed 2014 amendment encompassed land that was subject to an annexation petition, and ultimately added to the City limits. The Southeastern Wisconsin Regional Planning Commission ("SEWRPC") subsequently approved that amendment in September of 2014.

The Kenosha Water Utility is now requesting that SEWRPC and the DNR approve a further sewer service area amendment to add the remainder of the Growth Area defined in the Agreement. According to the SEWRPC Staff Memorandum, the amendment would add over 300 acres and would be used for a planned warehouse/distribution facility. We have been in contact with representatives of the company identified as the Primary User in the Agreement. Only a small portion of the proposed amendment is needed for the company in question. Attached as Exhibit B is a copy of a map showing the additional area that has been purchased or

Mr. Kenneth R. Yunker, P.E.
Executive Director
SEWRPC
May 26, 2015
Page 2

is under contract for the benefit of the Primary User and its planned distribution facility. The Town is not opposed to the addition of that area to the sewer service area. However, the Town has not been made aware of any other proposed annexations or proposed developments within the defined Growth Area that would justify adding any additional land to the sewer service area.

Please add this letter to the record created in conjunction with the hearing scheduled for June 1, 2015. Should you have any questions as to the above, please call.

Sincerely,

PRUITT, EKES & GEARY, S.C.


Timothy J. Pruitt
tpruitt@peglawfirm.com

TJP:

Enclosures

cc: Mr. Jim Kreuser, Kenosha County Executive (w/encs.) (via electronic mail)
Mr. Keith G. Bosman, Mayor, City of Kenosha (w/encs.)
Mr. Jeffrey Labahn, Director, City of Kenosha Depart. of Community Development & Inspections (w/encs.)
Mr. Andy Buehler, Director, Kenosha County Department of Planning and Development (w/encs.)
Mr. Eric Nitschke, SEWRPC (w/encs.)
Mr. Mike Luba, Basin Supervisor, Wis. Depart. of Natural Resources (w/encs.)
Ms. Lisa Helmuth, Water Resources Management Specialist, Wisconsin Depart. of Natural Resources (w/encs.)
Ms. Nicole Clayton, Water Supply Specialist, Wisconsin Department of Natural Resources (w/encs.)
Ms. Beverly McCumber, Town Clerk, Town of Paris (w/encs.) (via electronic mail)
Mr. John Holloway, Chairman, Town of Paris Plan Commission (w/encs.) (via electronic mail)

**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**

The County of Kenosha, a quasi-municipal corporation created pursuant to § 2.01(3), Wisconsin Statutes and authorized to enter into contracts pursuant to § 59.01, Wisconsin Statutes with its principal place of business located at 1010 56th Street, Kenosha, Wisconsin, 53140 (hereinafter "County"), the City of Kenosha, Wisconsin, a Wisconsin municipality with offices at 625 52nd Street, Kenosha, Wisconsin 53140 (hereinafter "City"), and the Town of Paris, a Wisconsin municipality with offices at 16607 Burlington Road, Union Grove, WI 53182 (hereinafter "Town")(collectively, the County, City, and Town together are hereinafter "the Parties") enter into this Intergovernmental Cooperation Agreement (hereinafter "IGA"), under the authority of § 66.0301, Wisconsin Statutes.

RECITALS

WHEREAS, the Parties to this IGA anticipate that a prospective Primary User, as that term is defined herein, will locate within the City Growth Area, as that term is defined herein, said Primary User bringing to the location a development comprising quality design and construction of improvements and employment for an estimated five hundred (500) people; and

WHEREAS, the Parties are desirous of facilitating the location of the prospective Primary User within the City Growth Area; and

WHEREAS, in order to locate within the City Growth Area, the prospective Primary User will need City services, including, but not limited to, water service and sanitary sewer service; and

WHEREAS, a petition by unanimous consent for annexation to the City for parcels contiguous to the City that are currently under the jurisdiction of the Town has been circulated and filed with the City, said parcels exist within the proposed City Growth Area and include the location proposed for the use of the prospective Primary User; and

WHEREAS, to facilitate the location of the prospective Primary User within the City Growth Area, the Parties are desirous to articulate their mutual cooperation and their lack of discord in these regards, and enter into this IGA.

AGREEMENT

THEREFORE, in consideration of the promises, mutual covenants, and obligations set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION I – AUTHORITY

The County, the City, and the Town enter into this IGA under the authority of §66.0301, Wisconsin Statutes.

SECTION II – DEFINITIONS

A. General – Words in this IGA, unless technical in nature or otherwise defined herein, are given their common, ordinary, dictionary meaning.

B. Special – for purposes of this IGA, the following words or phrases have the following, respective meanings:

1. The terms “City”, “County”, “IGA”, “Parties”, and “Town” have the meanings given in the introduction to this agreement.
2. “City Growth Area” means the area currently in the Town subject to annexation into the City pursuant to this IGA. The City Growth Area is depicted on **Exhibit A** as the “Direct Annexation Area” and particularly described in **Exhibit B**. To the extent that there is any discrepancy between **Exhibit A** and **Exhibit B**, the legal description in **Exhibit B** will prevail. The City Growth Area comprises approximately six hundred fifty eight and fifty-five one-hundredths (658.55) acres.
3. “Commencement of Construction” or “Commence Construction” means that an applicant for a building permit has received an issued building permit for an improvement on property annexed into the City pursuant to this IGA, which building permit is consistent with a site plan review or conditional use permit.
4. “Effective Date” means May 13, 2014.
5. “Full Tax Year” means the tax year for property-tax calculation consideration commencing on the January 1 immediately ensuing the granting of an occupancy permit for specific improvements made by the Primary User. The Full Tax Year described in Subsection V.A. may be different than the Full Tax Year described in Subsection V.B.
6. “Highway” has the meaning given in § 340.01(22), Wisconsin Statutes.
7. “Initial Improvement” means the first improvement made by the Primary User to real property annexed into the City from the City Growth Area, for which an occupancy permit was issued by the City.
8. “Primary User” means a business entity that satisfies all of the following criteria:
 - a. the business entity that as of the Effective Date, already employs approximately five hundred (500) people within the County and has been conducting a search for the location for a new distribution center of approximately one million square feet, which would result in the employment of an estimated 500 additional persons within the City, and is estimated to result in an additional Seventy Million Dollars in assessed value;

b. within one (1) year of the Effective Date, the business entity, or its agent, has purchased real property within the City Growth Area; and

c. within two years of the Effective Date, the business entity has Commenced Construction on the real property of a facility; and

d. within three (3) years of the Effective Date, the business entity has completed construction of the facility comprising a new distribution center and associated office space of approximately one million square feet, secured an occupancy permit from the City, and has at least four hundred fifty(450) people employed at the facility comprising a mix of full-time and part-time employment, as defined by the United States Department of Labor.

For purposes of this definition of "Primary User," "business entity" includes affiliated business entities that have common ownership.

SECTION III – GROWTH AREA ANNEXATION

During the term of this IGA, only petitions for direct annexations within the City Growth Area from the Town to the City by unanimous approval made pursuant to § 66.0217(2), Wisconsin Statutes will be allowed. During the term of this IGA, the Town will not contest any direct annexations by unanimous approval from the City Growth Area.

SECTION IV – FIVE-YEAR MORATORIUM ON ANNEXATIONS OUTSIDE OF THE CITY GROWTH AREA

The Town and the City agree to a five-year moratorium from the Effective Date of this IGA on any annexations to the City of parcels outside City Growth Area. Unless required by court order, during this five-year moratorium, the City will not accept any annexation petition or pass any ordinance of annexation that annexes property from the Town to the City for property that lies outside the City Growth Area, without Town approval.

SECTION V – PAYMENTS

A. First Lump Sum Payment. The City shall make a one-time, lump sum payment to the Town in the amount of Five Hundred Thousand dollars (\$500,000) after the City receives the entirety of the taxes from the Primary User for the Full Tax Year, which taxes are to be based on the fully assessed value of the land and the Initial Improvement of the Primary User. Payment to Town shall be made by City within 30 days of receipt of the final tax payment from Primary User to City for the Full Tax Year.

B. Conditional Lump Sum Payment. If after the occupancy permit is issued for the Initial Improvement identified in Subsection V.A., the Primary User Commences Construction of a second improvement, other than an accessory structure, the City shall be obligated to make a one-time, lump sum payment to the Town in an amount equal to twenty-five percent (25%) of the collected tax for the Full

Tax Year, based on the mill rate of the City of Kenosha, applied to the assessed incremental value of the land and improvements of the Primary User that are directly attributable to the second improvement by the Primary User within the City Growth Area. In order for the Town to receive a payment under this Subsection B, the Primary User must Commence Construction of the second improvement prior to December 31, 2019. Payment shall be made by the City for the Full Tax Year associated with the second improvement, in accordance with the procedures set forth in Subsection V.A., above.

C. Effect of the Creation of a TIF District. Any payment made under Subsections V. A. or B. above shall be made by the City to the Town regardless of whether any portion of the included area is in a Tax Incremental Financing District (herein, "TIF District"). In the event that the property owned by the Primary User is included in the TIF District, the City and the Town shall agree to a mutual accommodation regarding the timing of the payment(s).

D. In Lieu of Taxes. Although the Parties acknowledge that since owners of real property in the Town do not pay taxes to the Town, a written agreement is not necessary under §66.0217(14)(a)1., Wisconsin Statutes, to the extent that such an agreement is ever deemed necessary, the Parties agree that this section satisfies such requirement.

SECTION VI - COOPERATION

The Town and the City are supportive of this IGA, and proposed development project, and will work cooperatively to ensure the location is suitable for the prospective Primary User.

SECTION VII - SERVICE AREA

The Kenosha Water Utility, a wholly-owned utility of the City, has applied for an amendment to its sewer service area to include a portion of the City Growth Area, with Southeast Wisconsin Regional Planning Commission, which application is attached hereto as **Exhibit C**. The Town will support that application for amendment.

SECTION VIII – ROADS

A. Improvement of Roadways Within or Adjacent to the City Growth Area. The City, to the exclusion of the County or Town, will be responsible for roadway improvements determined to be necessary by a traffic impact analysis undertaken pursuant to the site plan review or conditional use permit application for any development on parcels annexed into the City from the City Growth Area. Nothing herein will be construed to prohibit the City from shifting some or all of its obligations under this Subsection A to a developer or owner of a parcel within the City Growth Area.

B. Cooperation by County and Town. The Town and County will cooperate with the City on all efforts to obtain funding from third parties for improvement on the roadway described in Subsection VIII D, included, but not limited to, Wisconsin Transportation Economic Assistance grants, and similar funding sources on condition that such cooperation is at no direct cost to the Town or County.

C. Annexations. Annexation into the City of parcel from the City Growth Area that is adjacent to a Federal, State, County, or Town Highway, will include extension of the City boundary into the center of

the Highway. With the exception of the provisions of Subsection VIII D., extension of the City boundary into a Highway or across a Highway does not constitute a transfer of jurisdiction to the City for purposes of maintenance of the Highway.

D. Jurisdictional Transfer of 38th Street. Upon the annexation into the City of all parcels abutting 38th Street from its intersection with the 1-94 west frontage road to 128th Avenue, a jurisdictional transfer of 38th Street from its intersection with the 1-94 west frontage road to 128th Avenue as generally depicted in **Exhibit A**, from the County to the City will occur.

SECTION IX – TERM

The term of this IGA is five (5) years from the Effective Date. Notwithstanding anything herein to the contrary, the boundaries between the City and the Town specified in this IGA shall not be permanent. The parties recognize that there may be payment(s) obligations pursuant to Subsection V. B. from City to Town that extend beyond the term of this IGA.

SECTION X – AGREEMENT VOID

A. This IGA is void upon the occurrence of either of the following

1. By May 13, 2017, no business entity satisfies the definition of Primary User in paragraph II.B.8. of this IGA; or
2. By May 13, 2016, no business entity that could qualify as a Primary User as defined in paragraph II. B. 8. or its agent has Commenced Construction of an improvement that would qualify under subparagraph II. B. 8. a.; or
3. By May 13, 2015, no business entity that could qualify as a Primary User as defined in paragraph II. B. 8. or its agent has taken title of real estate in the City Growth Area that would accommodate improvements contemplated in subparagraph II. B. 8. a.; or
4. By December 31, 2014, no business entity that could qualify as a Primary User as defined in paragraph II. B. 8. or its agent has entered into an enforceable offer to purchase land in the City Growth Area that would accommodate improvements contemplated in subparagraph II. B. 8. a.; this provision voiding the IGA may be initiated by a letter from all owners of property annexed into the City from the City Growth Area to this effect.

B. If this IGA is void, any action taken otherwise in conformity with this IGA with regard to completed annexation will not be undone.

SECTION XI - AMENDMENT

The City and Town, upon mutual agreement, may extend the geographic boundaries of the City Growth Area without the consent of the County. All other provisions of this IGA may be amended by mutual consent of all parties.

SECTION XII - INDEMNIFICATION

(a) Subject to all statutory and common law protections and defenses, the Town agrees to indemnify, defend and hold City harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from any actions taken by the City pursuant to the moratorium imposed under Section IV, herein, except to the extent as such claims or liability arise by virtue of the negligence or willful misconduct of the City or any of its agents, contractors, consultants, officers or employees. This indemnification also does not apply to any claim asserted by the Town against the City pursuant to Section XV.

SECTION XIII - NO THIRD PARTY BENEFICIARY

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

SECTION XIV - ADMINISTRATION OF THIS IGA

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

SECTION XV - ENFORCEMENT

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

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

C. Limitation on Commencement of Civil Action. No civil action may be commenced until after thirty (30) days from the effective date of written notice required by this IGA, except that a party

may commence an action seeking specific performance or injunctive relief in less than thirty (30) days if, in that party's good faith judgment, such an action is necessary to protect the public health, safety or welfare.

SECTION XVI - NO CHALLENGES TO THIS IGA

City and Town hereby waive any right each may have to commence or maintain any civil action or other proceeding to contest, invalidate or challenge this IGA or any of the actions required or contemplated by this IGA, 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 IGA or any of the actions required or contemplated by this IGA.

SECTION XVII - SUCCESSORS

This IGA shall benefit and be binding upon the successors of Town, including any portion which may hereinafter be incorporated, and upon City. Successors include, but are not limited to, a city, village or town being a party to a consolidation, and any other governmental entity which may govern the City Growth Area.

SECTION XVIII – IMPLEMENTATION

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

SECTION XIX - INTERPRETATION

This IGA shall be interpreted as though jointly drafted by the Parties.

SECTION XX – NOTICES

All notices required by or relating to this IGA shall be in writing. Each notice shall specifically refer to this IGA by name and shall refer specifically to the number of the paragraph(s) or subparagraph(s) to which the notice relates. Any such notice shall be delivered in person to the clerk of the party receiving the notice or to the person apparently in charge of the clerk's office during normal business hours, or shall be mailed to such clerk by certified mail, return receipt requested (or equivalent private delivery service). Each notice to the Town shall be addressed to the Town Clerk, Town of Paris, 7511 12th Street, Paris, Wisconsin 53171. Each notice to the City shall be addressed to the City Clerk, City of Kenosha, 625 52nd Street, Kenosha, Wisconsin 53140. Each party may change its address (or add addresses for facsimile, electronic mail or other communications media), for purposes of this IGA, 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 XXI - TRIPLICATE ORIGINALS

This IGA will be executed in triplicate, with each executed document being considered as an original.

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

COUNTY OF KENOSHA, WISCONSIN,

By:

Jim Kreuser
JIM KREUSER, County Executive

Date:

6/9/14

STATE OF WISCONSIN)

:SS.

COUNTY OF KENOSHA)

Personally came before me this 9th day of June, 2014, JIM KREUSER, County Executive, of the COUNTY OF KENOSHA, WISCONSIN, to me known to be such County Executive of said County, and acknowledged to me that he executed the foregoing instrument as such officer as the agreement of said County, by its authority.

Mary T. Schuch-Hebr

Notary Public, Kenosha County, WI.

My Commission expires/is: 1/29/17

THE CITY OF KENOSHA, WISCONSIN,
A Municipal Corporation

By: [Signature]

KEITH G. BOSMAN, Mayor

Date: May 14, 2014

By: [Signature]

DEBRA SALAS, City Clerk/Treasurer

Date: May 14, 2014

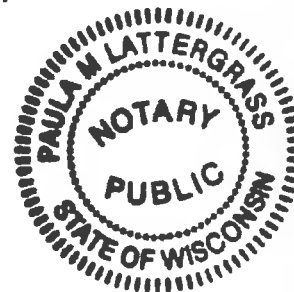
STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

Personally came before me this 14th day of May, 2014, KEITH G. BOSMAN, Mayor, and DEBRA L. 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 City, by its authority.

[Signature]

Notary Public, Kenosha County, WI.

My Commission expires/is: 08/09/15



TOWN OF PARIS, WISCONSIN

By:

VIRGIL GENTZ, Chairman

Date:

May 15th 2014

By:

BEVERLY MCCUMBER, Clerk/Treasurer

Date:

May 15, 2014

STATE OF WISCONSIN)

:SS.

COUNTY OF KENOSHA)

Personally came before me this 15th day of May, 2014, VIRGIL GENTZ, Chairman and BEVERLY MCCUMBER, Clerk/Treasurer, of the TOWN OF PARIS, WISCONSIN, to me known to be such Chairman and Clerk/Treasurer of said Township, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said Town, by its authority.

[Signature]

Notary Public, Kenosha County, WI.

My Commission expires/is: 3-15-15

Exhibit "A"

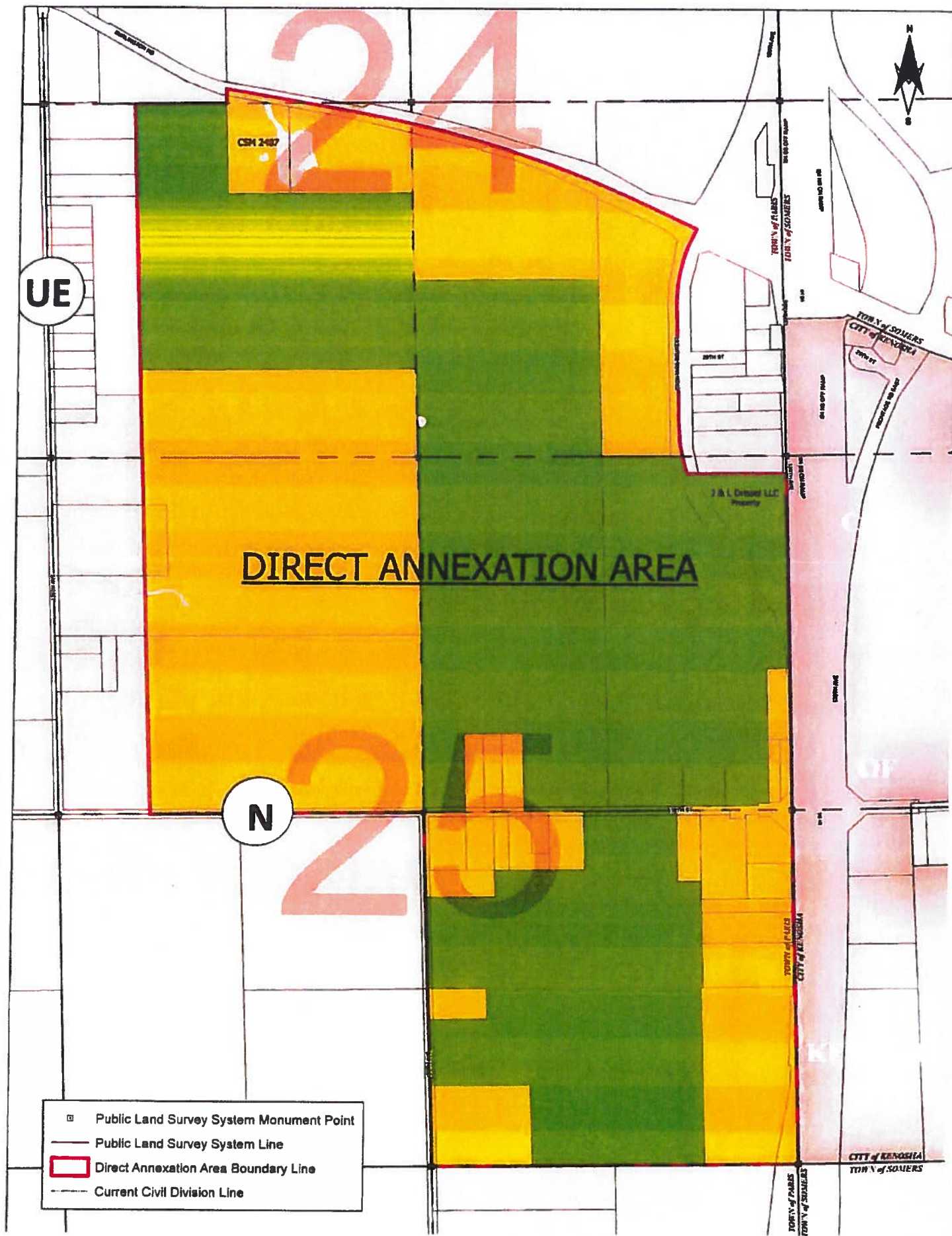


EXHIBIT B

Direct Annexation Area Legal Description

Town of Paris

(Revised 5-9-2014)

Part of the Southeast $\frac{1}{4}$, part of the Northwest $\frac{1}{4}$, and part of the Northeast $\frac{1}{4}$ of Section 25 in addition part of the Southwest $\frac{1}{4}$ and part of the Southeast $\frac{1}{4}$ of Section 24 all lands being in Township 2 North, Range 21 East of the Fourth Principal Meridian described as follows:

Begin at the Southeast corner of the Southeast $\frac{1}{4}$ of Section 25 Township 2 North, Range 21 East; thence West along the South line of the Southeast $\frac{1}{4}$ to the Southwest corner of said Southeast $\frac{1}{4}$ said point being in the centerline of 128th Avenue; thence North along the West line of the Southeast $\frac{1}{4}$ also being the center line of 128th Avenue to the Center of Section 25; said point being in the centerline of 38th Street; thence West along the South line of the Northwest $\frac{1}{4}$ of said Section 25 also being the centerline of 38th Street known as County Trunk Highway "N" to a point being 660 feet East of the Southwest corner of the Northwest $\frac{1}{4}$ of Section 25 Township 2 North, Range 21 East; thence Northerly parallel with and 660 feet East of the West line of the Northwest $\frac{1}{4}$ of said Section 25 to the North line of the Northwest $\frac{1}{4}$ of said Section 25; thence continue Northerly parallel with and 660 feet East of the West line of the Southwest $\frac{1}{4}$ of Section 24 Township 2 North, Range 21 East to the North line of said $\frac{1}{4}$ Section; thence Easterly along the North line of the Northwest $\frac{1}{4}$ of said Section 24 to the West line of Certified Survey Map 2487 recorded in the Kenosha County Register of Deeds Office on August 24th 2005 as document number 1447062; thence North along the West line of Certified Survey Map 2487 to the center line of State Trunk Highway 142 also known as Burlington Road; thence Southeasterly along the center line of State Trunk Highway 142 to the Intersection of State Trunk Highway 142 with the Center line of West Frontage Road as described on State Transportation Project Plat Number: 1030-22-20 recorded at the Kenosha County Register of Deeds Office on September 30th 2008; thence Southerly along the center line of West Frontage Road to a point being on the centerline of West Frontage Road that is South 57° 03' 45" East from the Southeast corner of parcel 45-4-221-244-0460; thence continue South 57° 03' 45" East to the intersection with the Northwest corner of parcel 45-4-221-251-0101 being lands owned by J & L Drissel LLC; thence Easterly along the North line of lands to a point on the East section line of the Northeast $\frac{1}{4}$ of Section 25 being 132.08 feet South along the section line from the Northeast corner of the Northeast $\frac{1}{4}$ of said Section 25; thence Southerly along the East line of the Northeast $\frac{1}{4}$ of said Section 25 to the East $\frac{1}{4}$ corner of said section; thence continue Southerly along the East line of the Southeast $\frac{1}{4}$ of Section 25 to the place of beginning. Said lands being in the Town of Paris, County of Kenosha and State of Wisconsin.

EXHIBIT C

Board of Water Commissioners

Jan Michalski, Chairman
Eric Haugaard, Vice Chairman
Steve Bostrom
Scott N. Gordon
Patrick Juliana
G. John Ruffolo



Edward St. Peter
General Manager

4401 Green Bay Road
Kenosha, WI 53144
Phone (262) 653-4300
Fax (262) 653-4303

"Providing and Protecting Kenosha's Greatest Natural Resource"

April 7, 2014

Kenneth Yunker
Executive Director
Southeastern Wisconsin Regional Planning Commission
P.O. Box 1607
Waukesha, WI 53187-1607

Subject: Kenosha Sewer Service Area Amendment

Dear Mr. Yunker:

I herewith submit the official request from the City of Kenosha Water Utility to amend the Kenosha Sewer Service Area to include a soon to be annexed area in the Town of Paris west of Interstate I-94.

Attached is a map depicting the requested areas to be added to the Kenosha Sewer Service Area.

The Kenosha Water Utility requests to have these extensions placed on the Regional Planning Commission calendar at your earliest convenience.

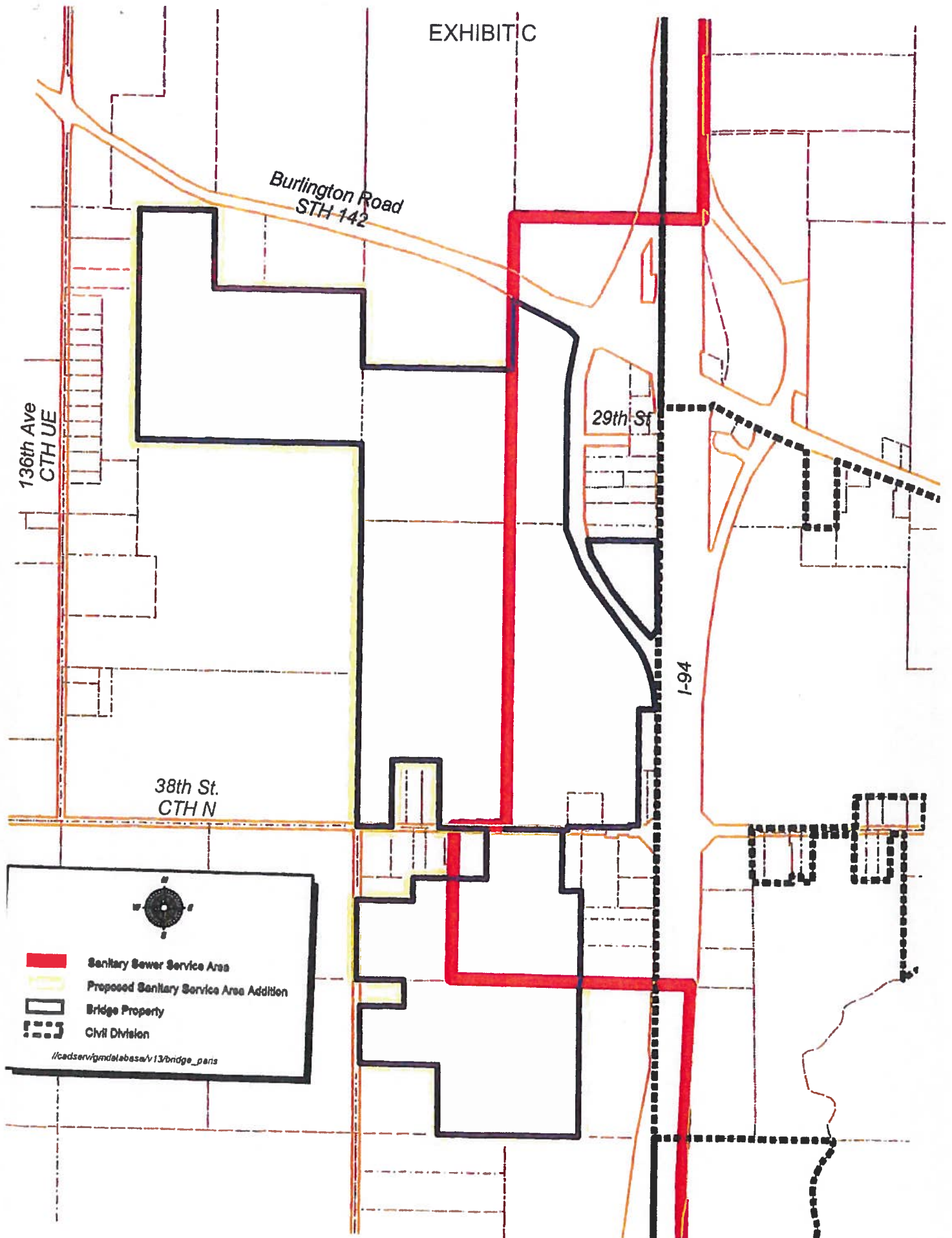
Sincerely,
Kenosha Water Utility

A handwritten signature in cursive script, appearing to read "Edward St. Peter".

Edward St. Peter
General Manager

c: Board of Water Commissioners
Dave Schilling, Chief Land Use Planner
Keith Bosman, Mayor – City of Kenosha
KWU Staff

EXHIBIT C



Map 2

ENVIRONMENTALLY SIGNIFICANT LANDS AND PLANNED SANITARY SEWER SERVICE AREA FOR THE GREATER KENOSHA AREA

U.S. Public Land Survey Section 24
Township 2 North, Range 21 East



Photography Date April 2010

ISOLATED NATURAL RESOURCE AREA

WETLANDS AND SURFACE WATER AREAS LESS THAN FIVE ACRES IN SIZE LOCATED OUTSIDE ENVIRONMENTAL CORRIDORS AND ISOLATED NATURAL RESOURCE AREAS

LANDS PROPOSED TO BE ADDED TO THE GREATER KENOSHA SANITARY SEWER SERVICE AREA

PLANNED SANITARY SEWER SERVICE AREA

GROSS SANITARY SEWER SERVICE AREA BOUNDARY

NOTE: This map replaces Map 2, page 5, of SEWRPC Amendment to the Regional Water Quality Management Plan: Greater Kenosha Area September 2014.

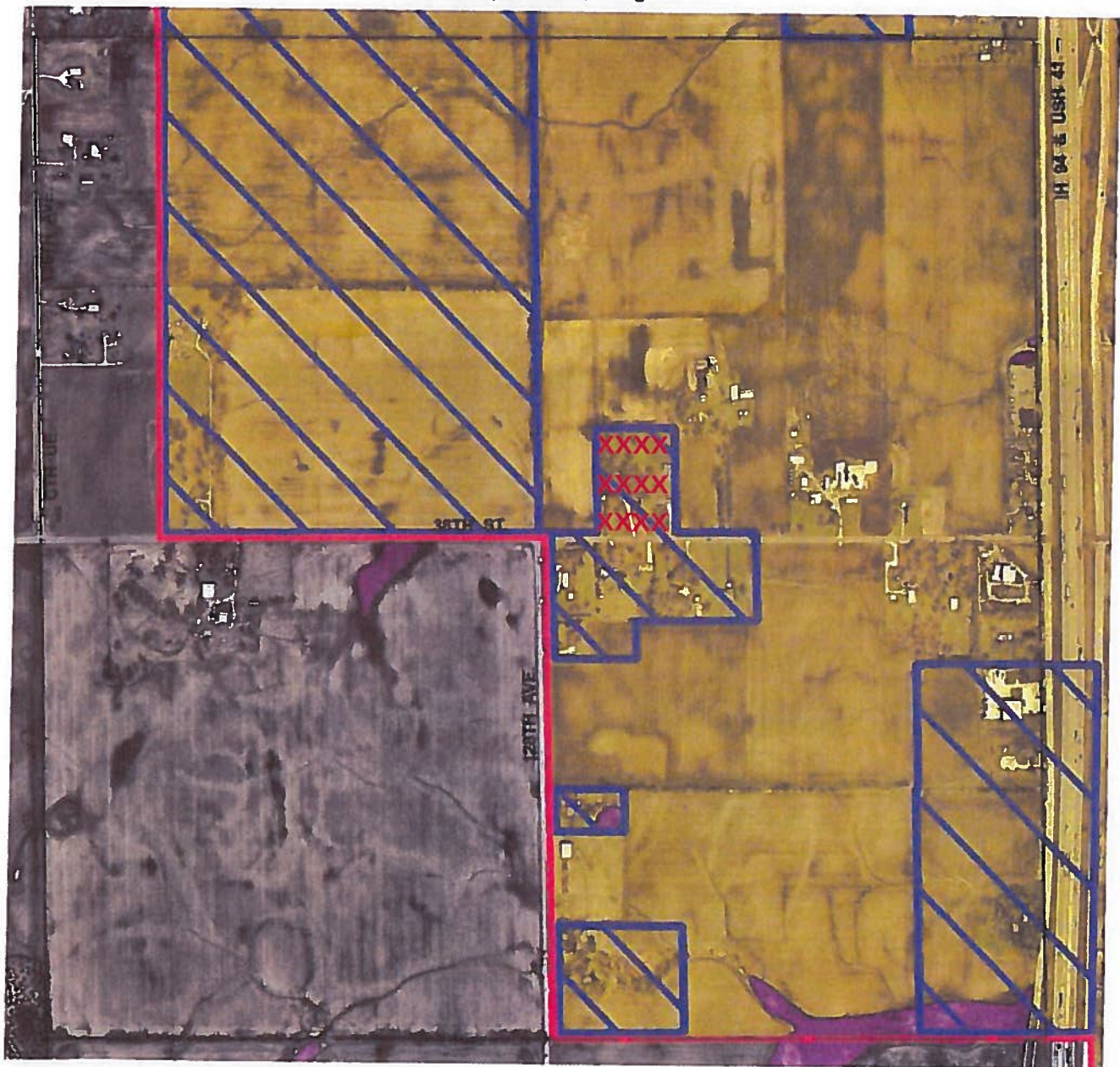
Source: SEWRPC.

XXX Proposed Amendment Area Town of Paris Does Not Oppose




Map 3



ENVIRONMENTALLY SIGNIFICANT LANDS AND PLANNED SANITARY SEWER SERVICE AREA FOR THE GREATER KENOSHA AREA

U.S. Public Land Survey Section 25
Township 2 North, Range 21 East

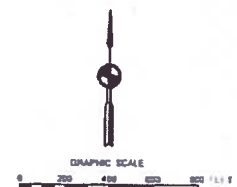


Photography Date: April 2010

-  ISOLATED NATURAL RESOURCE AREA
-  WETLANDS AND SURFACE WATER AREAS LESS THAN FIVE ACRES IN SIZE LOCATED OUTSIDE ENVIRONMENTAL CORRIDORS AND ISOLATED NATURAL RESOURCE AREAS
-  LANDS PROPOSED TO BE ADDED TO THE GREATER KENOSHA SANITARY SEWER SERVICE AREA

-  PLANNED SANITARY SEWER SERVICE AREA
-  GROSS SANITARY SEWER SERVICE AREA BOUNDARY

NOTE: This map replaces Map 3, page 6 of SEWRPC *Amendment to the Regional Water Quality Management Plan - Greater Kenosha Area* September 2014 and a portion of Map 3-15, page 24, of SEWRPC *Amendment to the Regional Water Quality Management Plan, Greater Kenosha Area*, December 2001.



Source: SEWRPC.

XXX Proposed Amendment Area Town of Paris Does Not Oppose

PRELIMINARY DRAFT