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JOINT PUBLIC HEARING  
TOWN OF SOMERS/CITY OF KENOSHA  
COOPERATIVE PLAN UNDER SECTION 66.0307

January 18, 2005  
Somers Town Hall  
6:00 p.m. - 7:00 p.m.

**ATTACHMENT "A"**

1 MS. FISCHER: With 6:00 o'clock  
2 having arrived, we will call the joint public hearing  
3 for the Town of Somers/City of Kenosha to order.  
4 Would you please rise and join us in the pledge of  
5 allegiance?  
6 (Pledge of allegiance was recited)  
7 MS. FISCHER: Good evening. Thank  
8 you for coming on this cold, cold night. I am first  
9 going to start by introducing those of us up here at  
10 the front table. We have our name tags in front of us,  
11 but we have our fire chief, Steve Krause; town board  
12 supervisor Ben Harbach; Supervisor Larry Harding; town  
13 clerk treasurer, Kay Goergen; Bill Morris is our public  
14 works -- our town administrator; the town attorney is  
15 Jeff Davison. We have Roger Clark, the special  
16 attorney for the Town of Somers; Harley Clinkenbeard,  
17 is the town planner; Dan Snyder who is our town  
18 engineer; Mr. Jim Conway, the city attorney; Mr. Jeff  
19 Labahn, assistant city planner; Art Strong, the city  
20 parks; Ron Bursek, administrator of the Department of  
21 Public Service, City of Kenosha.  
22 Over on the counter, there are sheets of  
23 paper that look like this. They are sign-in sheets.  
24 They say I wish to speak tonight to have your -- They  
25 have your name and your address. If you would fill one

1 of those out if you choose to speak tonight, I need  
2 that up here so I can call you. It is twofold. I need  
3 to have your accurate name and address for the record  
4 and I also want to make sure that everybody who chooses  
5 to speak has an opportunity to do so. I would like to  
6 ask that the clerk also place a photocopy of the agenda  
7 for tonight's meeting in the official transcript. That  
8 will be forwarded to the Department of Administration  
9 with the transcripts.

10 We are going to let everybody have a  
11 chance to speak, but you only will be allowed to speak  
12 one time. That is why I have the sheets. There will  
13 be no time limit on your comments. I am going to give  
14 you a brief overview here before we go on with the  
15 meeting, but I just would like to mention that, you  
16 know, I really appreciate everyone coming out again  
17 tonight. We have had five previous public information  
18 sessions that were held here at the town hall and  
19 hopefully, we were able to get as much information out  
20 to the public as we possibly could.

21 If you choose not to speak tonight, you  
22 are also free to submit comments in writing up to 20  
23 days and those will be made part of the public record  
24 that we have, so if you have written comments, make  
25 sure that you get them to us within the next 20 days.

1                   Mr. Wienke is also here this evening.  
2           I see a few new faces, so I am going to give you a real  
3           brief overview of what we are going to do here tonight.  
4           It is a public hearing. We are here to hear your  
5           comments. This is not a back and forth discussion,  
6           there will be no comments from the board at all or  
7           answers to your questions. If questions persist after  
8           this evening's meeting or you have any further  
9           clarification, please feel free to contact myself or  
10          Mr. Morris and we will make sure that we put you in  
11          contact with any individual or information that you  
12          need.

13                   If you have written comments that you  
14          speak, you are going to talk about tonight, if you  
15          wouldn't mind giving our court reporter a copy of those  
16          so she can make sure that she gets them in there  
17          accurately and we will make sure that you get those  
18          back.

19                   Do you want to give the little overview?

20                   MR. CLARK:            I don't think it is  
21          necessary.

22                   MS. FISCHER:        On the map that is  
23          up there on the screen, you will see that the Town of  
24          Somers is portrayed in the colored areas, the yellow,  
25          the red, and then these hatched areas and this little

1 area along KR, this being 94, this being Highway KR,  
2 and this being Lake Michigan. The areas that are in  
3 the sewer service area are those areas that are hashed  
4 out. The yellow areas are not and the red areas are  
5 what is considered the city growth area. Those are the  
6 only areas that will be affected by the 30-year time  
7 frame for them to become parcels of the City of  
8 Kenosha.

9 The boundary agreement portion of the  
10 sewer/water boundary agreement plan is pretty clear.  
11 It spells out if you live in the B area and you don't  
12 want to become a resident of the City of Kenosha, do  
13 not ask for sewer and water. Do not ask to be annexed  
14 and don't double the size of your parcel or subdivide.  
15 Pretty much that is it. You can remain a town island.  
16 You can put in a well. You can add a new septic system  
17 or a mound system and not be forced into the City of  
18 Kenosha. If all your neighbors annex into the City of  
19 Kenosha and you are surrounded, you can still remain a  
20 Somers town resident for the next 30 years.

21 For the next 30 years, there will be no  
22 change. At that time, when 30 years arrive and in the  
23 year 2035, I am sure there will be some sort of  
24 procedure for the attachment of those parcels, but I  
25 couldn't tell you what that is right now.

1 MR. MORRIS: It is automatic.

2 MS. FISCHER: I know, but I am not  
3 sure exactly how. I guess that is pretty much the  
4 basic agreement. I see everybody in this audience with  
5 the exception of one or two faces have been at all the  
6 public question and answer sessions, so rather than  
7 take up all of your valuable time to speak to us,  
8 nobody really cares to listen to me any longer than  
9 they have to, so I will open up the floor for public  
10 comments. I only have three people who are registered,  
11 so if you are going to register to speak, I need to  
12 have that form sent to me.

13 The first fellow is Bob Busche, 3025  
14 Green Bay Road.

15 THE WITNESS: I don't need to  
16 repeat that, do I?

17 MS. FISCHER: No.

18 MR. BUSCHE: The question I have  
19 in the last meeting that I attended -- it was not real  
20 clear to me -- if I want to do improvements on my  
21 property or build a storage shed, an extra car garage,  
22 do I have to with this agreement once it is signed get  
23 permission from the city as well as from the county and  
24 Somers? That is the question.

25 MS. FISCHER: As I said, we are

1 not going to be answering questions. You can make  
2 comments about the agreement. I will make sure that  
3 Bill gets you that answer, but we won't have a debate  
4 back and forth or answer questions. We are just going  
5 to get public comments.

6 MR. BUSCHE: I apologize.

7 MS. FISCHER: Bill wrote it down  
8 and he will make sure that you get it in.

9 MR. BUSCHE: Thank you.

10 MS. FISCHER: Mr. Morris is going  
11 to make sure he keeps a record of who has a question  
12 with your name and he will make sure he gets it back to  
13 you.

14 Next we have Mr. Eihab Atout, 3705  
15 Zachray Court, Racine, Wisconsin.

16 THE WITNESS: My name is Eihab  
17 Atout. I live in Racine and I own properties in Somers  
18 and Kenosha. Both my properties are between Somers and  
19 Kenosha. I think it is a great thing what we see  
20 tonight, the plan. Thank you.

21 MS. FISCHER: Thank you.

22 Mr. Lesko?

23 MR. LESKO: Richard Lesko,  
24 2714 - 30th Avenue. First of all, I want to make a  
25 comment about notification of this meeting. I was

1 quite dismayed that I did not read one single thing in  
2 yesterday's paper, the weekend paper, that this public  
3 hearing was going to be held and looking at the turn-  
4 out, I can see that that is probably one of the reasons  
5 why we have so many empty chairs here tonight. I know  
6 I complained about this at the informational meetings.  
7 Still evidently, it does not mean anything to the town  
8 board to get the information out to all the people in  
9 this township for something as important as this  
10 boundary agreement is, not only to the people in the  
11 so-called city growth areas, but also the people in the  
12 town growth areas, and it is going to affect every  
13 single person in this town in the future and not  
14 necessarily in the far future and I am really saddened  
15 by the fact that this information was not published  
16 more frequently or at least several times within the  
17 last week so that people had the opportunity to know  
18 that we were going to be here tonight and that this was  
19 going to be a public hearing. Those of us who have  
20 attended these meetings over the past five or six  
21 informational sessions knew that it was coming up, but  
22 the rest of the people in the town really and truly may  
23 have gotten a short glimpse of it in the paper when the  
24 informational meetings were publicized, but quite  
25 honestly, they probably have long forgotten about the



1 questions that still remain unanswered.

2 I thought from the beginning, that this  
3 whole procedure was rushed through much faster than it  
4 should have been and I still maintain that is exactly  
5 what happened.

6 I am particularly dismayed by the fact  
7 that this agreement was drafted not necessarily by the  
8 people I elected to the town board, but more so by  
9 people who were hired by the town board to negotiate  
10 this. I am very much dismayed about that. It brings  
11 to mind the year 2000 Bristol land grab which the city  
12 engineered with the Town of Bristol which caused so  
13 much animosity out in that area and I believe that this  
14 is going to be the great 2005 Somers land grab that is  
15 going to create even more animosity among the people  
16 that are involved and probably the people in the Somers  
17 town growth area in the future.

18 I would sincerely urge the town board  
19 to scuttle this agreement. I don't think it is good.  
20 I think the people here in the Town of Somers deserve  
21 better, better than what we are doing here. We are  
22 giving away just about all the control of our land and  
23 I would sincerely hope that the town board will give  
24 this some real serious consideration when it comes up  
25 to them for a vote in the near future. Thank you.

SUSAN K. TAYLOR

262-553-1058  
FAX NO. 553-2010

COURT REPORTER

1 MS. FISCHER: Thank you,

2 Mr. Lesko.

3 Tom Boedecker, 5011 - 22nd Street.

4 MR. BOEDECKER: I agree with the  
5 previous speaker wholeheartedly and prior to -- There  
6 is one individual that doesn't even reside in Somers,  
7 but he is eager to give up the property for his own  
8 benefit, obviously. That is his right as a property  
9 owner.

10 I thought we were going to be coming  
11 here today to ask questions, but I guess we can't and  
12 not knowing the details of this agreement makes me know  
13 that it is a done deal because there is no open  
14 discussion here. Everything has to be written and we  
15 get the information after the fact. It is kind of like  
16 Bush going to war.

17 I won't hold my property in 30 years  
18 because I want to move out of Somers as soon as I can,  
19 unfortunately, because I like living here, but this  
20 board has made it undesirable for me to stay here any  
21 longer and it is with regret that I have to say these  
22 things today.

23 That is all I have to say. If I want to  
24 ask questions, I can put them in writing? Who do I  
25 address them to?

1 MS. FISCHER: Just Bill or I. We  
2 will talk.

3 I have no other slips of paper. Here  
4 are a couple people coming. If you are hoping to  
5 speak, make sure you get your slip to me.

6 Marty Hogan, 1247 - 30th Court.

7 MR. HOGAN: I am Marty Hogan.  
8 I have been a resident for the Town of Somers for 14  
9 years. Prior to about six months, I sold my house and  
10 deciding where I am going to live. I had lived in the  
11 Town of Somers very happily for 14 years. I love the  
12 town. I am in agreement of the sewer/water agreement  
13 between the town and the city.

14 I was notified of this workings-on since  
15 the beginning since I was one of the first developers  
16 that had an agreement -- a developer's agreement with  
17 the town some 14 years ago when we first wanted to  
18 bring that about with Mr. Morris and I have been  
19 hearing about this meeting and this sewer and water  
20 agreement for 14, 15 years and I am glad it is finally  
21 coming to fruition.

22 That is what I wanted to make myself  
23 said here. Thank you.

24 MS. FISCHER: Tom Fliess, Jr.,  
25 4436 - 90th street.

1 MR. FLIESS: I also am in  
2 agreement with sewer and water deal that they have  
3 going. I am glad it is finally coming to a head now  
4 because I own -- we own quite a bit of property -- me  
5 and my family and my relatives own a lot of property in  
6 Somers and everybody says how they don't want somebody  
7 to tell them what to do with their property and for  
8 like about 15 years, we have been told what we can do  
9 with ours and we can't do nothing because everybody has  
10 their own little piece, but we own some of the largest  
11 pieces. Some of the largest pieces eventually they  
12 want to turn into something for Somers to give them  
13 something, whether it is business, commercial,  
14 industrial, whatever, which will bring more taxes and  
15 make --

16 You won't lose that much taxes to  
17 Kenosha in 30 years. You will gain so much more when  
18 they transfer in the time up until then, but residents  
19 have been holding Somers back. Eventually what is  
20 going to happen is us larger land owners that are  
21 finally getting tired of this -- and the town board  
22 has been trying for many years to get this through --  
23 we might go and annex to Kenosha. Let Somers take  
24 control of their own space now. It is up to us to  
25 decide where you go.

1                   We like Somers. We have been around the  
2                   Somers area for 30, 40 years now. It is a nice little  
3                   place and that is why you should let Somers and the  
4                   board take control. They know what is best, they know  
5                   what we need as far as tax bases, whether it is more  
6                   fire equipment, whatever. You need the income to help  
7                   do that because I own property in the B area also and  
8                   in 30 years, if I am still alive, I don't think there  
9                   will be a big problem transferring over. I am sure  
10                  most of us won't be here in 30 years, but it is  
11                  something that's been going on for 15 years now like he  
12                  said and another 30 years, you know, if they don't take  
13                  it before because we keep stalling, that is what is  
14                  going to happen.

15                         That is all I have to say.

16                         MS. FISCHER:             Thank you. If you  
17                         are wishing to speak, you will need to fill out one of  
18                         those forms and make sure I have it. Mr. Mark  
19                         Molinaro, 1011 - 12th Street.

20                         MR. MOLINARO:            I am the 18th  
21                         District county board supervisor in the Town of Somers.  
22                         I am here to tell you I think while it might be a  
23                         bitter pill to swallow, I think it is one that is long  
24                         overdue in the Town of Somers. They need to get  
25                         something done.

1 I am going -- I don't want it to sound  
2 as though I am speaking after Mr. Lesko, but I have  
3 been at a number of meetings where the criticism I  
4 think has been missing the point which is specific to  
5 issues in the agreement. I am talking about the  
6 process, I am talking about the notification and  
7 everything else. I think the way the board and the  
8 City of Kenosha has been going about it has been open  
9 and anybody who doesn't know this issue is going on  
10 clearly has not been paying attention in some form or  
11 fashion. It is shown by the number of people at the  
12 meetings. This is the biggest turnout that I have been  
13 at and it does seem to be repetitive on who is here, so  
14 I think those criticisms are some that are probably  
15 missing the mark and in some respects come from a  
16 position that you will not convince any way you cut it.

17 What I am disappointed about -- Let me  
18 say this. I have a piece of property that is going to  
19 be in the very corner -- or is in the very corner of  
20 the B area, so the boundary will be literally my east  
21 property line and my north property line. I can tell  
22 you I will never get sewer and water in my estimation  
23 whether I am there in 30 years or not because the City  
24 of Kenosha is not going to want to pay a million plus  
25 dollars -- and I think Mr. Snyder can bear this out.

1 I live right across the street from the  
2 parcel that you just put together some figures on for  
3 development for a client of mine a week or so ago.  
4 There is no recapture. All of my neighbors to the west  
5 is property the city would like to have and connect to  
6 Peorio Park. I will be the only one that will require  
7 three-quarters of a mile of sewer and water plus a lift  
8 station with no way to recapture and they can't get it  
9 from me.

10 I have all kinds of reasons personally  
11 to object to the agreement that is before you, but I am  
12 telling you that I think in the best interest of all of  
13 the Town of Somers residents, whether it is certainly  
14 is problematic for some or not, I think this is the way  
15 you have to go.

16 What I strongly object to -- and there  
17 is no way you are going to fix this at this point in  
18 time -- is something that I am accustomed to as a  
19 representative in the county for the last six terms in  
20 office is the way I am going to say the mayor here,  
21 because that is typically who does the negotiations,  
22 seems to bring to the table an issue that has nothing  
23 to do with what it is you are discussing.

24 In this case, it is a \$5,000,000 payment  
25 for the museum that in my estimation has absolutely

1 nothing to do with sewer and/or water. I am accustomed  
2 to that at the county. Anytime we bring up a  
3 discussion with the city that involves some type of  
4 negotiation or coming to agreement on something, there  
5 is always a caveat that comes in from the back door  
6 somewhere.

7 If you had solved this issue years ago  
8 when you were talking with the city, we -- in this  
9 case, it is an impact fee -- would not be on the table  
10 to cover the cost of a proposed museum because there  
11 was no museum on the board at that point in time. That  
12 is where I think the rub is for me. I have full  
13 understanding that you are not going to change that at  
14 this point in time because everything we need is east  
15 of the borders of the Town of Somers which is sewer and  
16 water, thereby the plans that we need to tap into  
17 through the infrastructure.

18 It is unfortunate, it is disappointing.  
19 One does not have any bearing on the other and it is  
20 unfortunate that every time these types of issues are  
21 brought to the table, this is where they end up.

22 We have heard last time we were here all  
23 kinds of adjectives to describe what that is all about.  
24 Without getting into it, I think it is a bitter pill  
25 for us to swallow.



1 I think the way you are trying to solve  
2 that issue of the \$5,000,000 payment through impact  
3 fees and through development is the right way to go  
4 about it and keep it off the backs of the residents of  
5 the Town of Somers. I urge you to continue to work to  
6 get this solved, do as you have with regard to keeping  
7 people notified. I think you have generally done a  
8 pretty good job with that and good luck to you.

9 MS. FISCHER: Anybody else? I  
10 have no slips. Anyone else? Anyone else? We will  
11 close -- I don't have a slip. Any other slips?  
12 Antonio Lori, 7125 - 60th Street.

13 MR. LORI: I don't know if I am  
14 a resident of Somers or where I am at, but that is  
15 okay. I have missed the first part of it here. I  
16 don't know. I guess I am cutting a little bit of wind.  
17 Nobody is able to ask any questions. Apparently --  
18 I don't know -- whatever, but I will tell you what.  
19 I have a lot of questions and I am going to ask them.  
20 Now if that is taboo, let it be taboo. I am going to  
21 ask them and that is the way it is going to be.

22 First of all, I want to know about the  
23 three R's; residents, residences, and residential. I  
24 need an explanation on all three of them. Apparently,  
25 they are turning around and you are limiting this to

1 just residential area, you are not taking it to any  
2 other areas. I think that is totally wrong.

3 There was at one time a lady who came  
4 who had the horse, the famous lady with the horse and  
5 she is agricultural. The way I interpret this 12th  
6 hour, 11th hour cooperative agreement, cooperative  
7 plan, that she wouldn't qualify for this because she  
8 does not have residential property. That is why I need  
9 I guess verification. We have a lot of agricultural  
10 property out there and they are primary residents, too.  
11 If you are going to turn around and you are saying you  
12 are just doing residential --

13 I will go back to it again. This is  
14 forced annexation. You are pushing us into it and it  
15 is totally wrong. This is through the intermediate  
16 section of what you guys are doing so we can get the  
17 R's verified and get that all set up. I think that  
18 would kind of help it out.

19 The other part I got is, you know, if  
20 you guys and whoever may be on this committee or  
21 whoever may be turning around and doing this draft or  
22 whatever, but if you guys know that you are violating  
23 state laws according to my understanding in this thing,  
24 you are supposed to turn around and rectify it. You  
25 are not in this contract able to make up your own laws

1           that are not state laws and say it is okay. And if you  
2           want, I can go back and give you where the DOA has  
3           actually published items on how to refer to this stuff  
4           and one of their things is that to knowingly know it is  
5           unlawful, so do it right because otherwise, it will be  
6           done at the state level.

7                         Something in this agreement that I don't  
8           know if it actually comes in here. I guess I am kind  
9           of like Mr. Conway. I, too, went to the wrong  
10          agreement and started typing everything up and taking  
11          notes and all of that and it was the wrong agreement in  
12          my hands, so what I've got as far as fire and rescue  
13          and public services, I don't see where that is  
14          addressed in here. If it is addressed, we've got three  
15          services -- fire and rescue services in the area in the  
16          B area; we have Somers, City of Kenosha takes care of  
17          theirs, and we also have Pleasant Prairie that takes  
18          care of some of these shafted people from before. That  
19          should be addressed and stipulated.

20                        You know, under the 66.0307, any issues  
21          that are possible to affect the area should be brought  
22          up. I don't know when you bring that up, but nobody is  
23          bringing up the casino and the fact the city is willing  
24          to give up land to reservation status, they are turning  
25          around and saying they need city growth area on top of

1           it. Give one away, 264 acres on top of it rather than  
2           just what they need, 64 acres and turn around and want  
3           to take whatever they can get the rest of the way.  
4           Obviously, they want to get up to Paris. More power to  
5           them. I think the casino better be addressed here  
6           somewhere along the line.

7                       Obviously, I, too, have a problem with  
8           that \$5,000,000. It is wrong, but again, that is the  
9           way the city operates. That is the way it was brought  
10          up and I think maybe we learned a good lesson here on  
11          how the city operates.

12                      I really wonder if the property owners  
13          in the city growth area have been unconstitutionally  
14          denied representation in local government. I believe  
15          this is a true possibility, especially the way some of  
16          this is worded. My statement from once before and  
17          everybody said they had a problem with it, but I  
18          believe, too, that the person or persons that drafted  
19          this agreement should sign it because I want to see in  
20          the next ten years when you guys want to do something  
21          or when this town wants to do something and when the  
22          city comes back and says well, your agreement is no  
23          good, we want to start a new one, we will know this  
24          time who to direct our questions to. Unfortunately,  
25          our 1990 agreement did not have that, so we can't

1 really say who drafted that, but this one should be  
2 noted. But I guess everybody says that they are  
3 slowing the process down and they want to eliminate a  
4 lot of the delays. They put the brakes on I guess was  
5 the term that was used finally realizing what real  
6 negotiations is all about.

7 I am going to tell you something  
8 tonight. I can almost tell you that there will be a  
9 petition for a referendum on this. Now we can either  
10 go that route or you people may want to think about  
11 putting this on the April ballot for a referendum. It  
12 will save you some money and it will tell you what the  
13 people really think. Since you haven't allowed that,  
14 you either go that way or we do it through a special  
15 referendum. Give it some thought. I know you will be  
16 voting on it prior to that. But unfortunately, our  
17 referendum can't be brought in until there is an action  
18 and with your action, you are getting my reaction.  
19 That is all I am telling you. There will be a  
20 referendum. Think about putting it on the April  
21 ballot. You have time.

22 With that in mind, a couple speakers up  
23 here said about 15 years this thing has been postponed  
24 and everything else. Unfortunately, I wish they would  
25 have known there is a 1990 agreement and that was

1           supposed to be state of the art agreement until a  
2           couple years back when somebody wanted some water and  
3           they threatened to take the town to court and we asked  
4           for our water and we were told well, the agreement is  
5           no good anymore.

6                       One person that spoke up here one time  
7           even said he loves the idea to be able to drive on  
8           these quiet county roads. Well, I don't know where you  
9           are going to see that because you are going to have  
10          quite a big hassle going on in this area. I don't  
11          think it is going to be all hunky-dory, because it  
12          won't be. I understand you want to establish  
13          boundaries. I understand that 100 percent. I under-  
14          stand that you want to try to save the town. That  
15          part, I understand, but I don't understand how you can  
16          turn around -- I understand how the city operates, but  
17          I can't understand why you are turning it around and  
18          trying to shaft us again. That part, I have a little  
19          bit of a problem with.

20                      With that said, I will present written  
21          comments tomorrow to the board.

22                      MS. FISCHER:           Thank you, Tony.  
23          Anyone else? Last call for slips. Here comes one.

24                      Rob Pitts, 8202 - 80th Avenue.

25                      MR. PITTS:            I just want to say I

1 think the agreement is a good thing for both Somers and  
2 the City of Kenosha and I think it is good that Somers  
3 and the city can finally cooperate. That is all I want  
4 to say.

5 MS. FISCHER: I see one more slip.  
6 Anybody else have a slip? Bring it up.

7 Scott Pederson, 10708 - 38th Street.

8 MR. PEDERSON: Well, well, well.  
9 Can we still submit written comments even if we speak?

10 MS. FISCHER: Yes.

11 MR. PEDERSON: All right. I don't  
12 know where to start.

13 VOICE: Start at the  
14 beginning.

15 MR. PEDERSON: I got drawn into  
16 this when Pleasant Prairie decided they wanted to  
17 become a village. I was a Somers resident. My  
18 property has been in Somers since the middle of the  
19 1800's when the State of Wisconsin was brought into  
20 being a state.

21 About 14, 15 years ago, I discovered  
22 that I am now a B resident because of the agreement  
23 that was entered into to allow Pleasant Prairie to  
24 incorporate and back then, we were told the same thing  
25 that we have been told here recently, that this is what

1 is necessary for the town to survive. I fully expect  
2 in ten, 12, 14 years to be here again, God willing, to  
3 have this discussion with you all again. Maybe  
4 different faces as it has turned out to be from 14  
5 years ago, but we are still here again and there are  
6 what I would consider to be some problems with this  
7 current agreement.

8 Probably the best way to do this is the  
9 way I have done it in the past. I will go item by item  
10 and I am sure our handy court reporter here will get  
11 every word.

12 I will start with the fact that when  
13 this whole process, depending on when you want to view  
14 the start of this process, whatever that may be,  
15 because depending on who you talk to depends on when  
16 this current process actually started. But we have  
17 been told from day one that there will be no forced  
18 annexation. None, period. And as time has gone by,  
19 that's been clarified a little clearer, but there are  
20 still forced annexation issues in this agreement.

21 Section 10.021 says that we must annex  
22 in, we want to add on -- add 20 percent to our homes --  
23 more than 20 percent. This in essence is causing a  
24 forced annexation.

25 I happen to live across the street from



1 the airport. If a wonderful airplane decides to crash  
2 into my house, not only do I get to contend with the  
3 airport over the zoning ordinance which limits on me to  
4 51 percent damage, I can have 50 percent damage and  
5 still rebuild my house, but at 51 percent, the city  
6 wants to come in and bulldoze it. At least move this  
7 up to that 51 percent so that number one, at least you  
8 are only dealing with one percent across the board, so  
9 to speak, regarding kicking us out of town. At least  
10 that is how I view it. I personally view this as I am  
11 being kicked out of town.

12 I don't know when sewer and water is  
13 going to come to my house because of where I am at.  
14 My parcel will end up being bulldozed and become part  
15 of the airport or an industrial park or something like  
16 that, but I like Somers. I have enjoyed this  
17 community. I don't know how long -- I don't know how  
18 long before sewer is even readily accessible to the  
19 areas that are going to be forced to annex in.

20 Part of this agreement talks about the  
21 two-year -- about the city providing sewer and/or water  
22 within two years. It does not talk about any  
23 repercussions to the city regarding what happens if  
24 they don't provide that within the two years. People  
25 are going to be annexed by choice or otherwise and they

1           may be planning on that sewer and water coming within  
2           two years and all of a sudden when it does not come,  
3           what type of penalty is there for the city to ensure  
4           that when they tell you upon the verbal discussion  
5           early on that you will have sewer and water within two  
6           years and that does not happen, what type of penalty  
7           can even be brought into this agreement? Something  
8           should be put there so that it can deal with and  
9           document as to -- as to deal with the city on this  
10          issue.

11                        Another problem is the section of --  
12          which is still in Section 10 regarding rezoning. I can  
13          understand how rezoning could pull parcels into the  
14          situation of a voluntary annexation in order to get  
15          sewer and water, but I have four different zonings on  
16          my land. If I need to change one of those zonings for  
17          whatever reason, why do I have to be forced to annex  
18          into the City of Kenosha in order to do that? We  
19          should at least be able to -- As long as we are not  
20          doing any development, we should be able to rezone our  
21          parcel so that we can continue to enjoy our property.

22                        The next section would be Section 10.06  
23          regarding the actual annexation. Parcels that are  
24          annexed into the city according to this agreement will  
25          become what is termed as the most restrictive

1 classification. Why should we be penalized a second  
2 time for being forced into the city? We should at  
3 least be able to keep our current zoning classification  
4 and if the city wants to change something about what we  
5 are currently doing with our parcel, then they should  
6 be required to work with us to come up with a fair and  
7 compatible use that everybody can agree with.

8 Section 11.02 deals with actually living  
9 in the parcel on the property and having any say in  
10 things. It should not matter whether you live on the  
11 premises or not. A residential unit is a residential  
12 unit is a residential unit. It should not matter  
13 whether you are connected with a commercial situation.  
14 There are a number of situations where people have  
15 offices in their homes where they actually have  
16 apartments above their businesses whether it be for  
17 security purposes or convenience purposes or whatever,  
18 and it should not make a difference whether or not the  
19 people live on the premises or not.

20 Section 12.01e, that is -- Some of my  
21 notes are doubled over here, so I will try not to  
22 duplicate myself.

23 Sections 13.02.1 and 13.02.2 should be  
24 removed. These were -- In some of the earlier  
25 discussions, we talked about the only thing that was

1 now going to be imposed regarding city ordinances and  
2 regulations was going to be the billboard ordinance,  
3 so I am also trying to get to the stuff incorporated as  
4 part of this record.

5 Section 20, it is my opinion that this  
6 is where the extortion occurs. This \$5,000,000 fee was  
7 pulled from the clouds with no realistic basis to come  
8 up with it other than reaching their arm in the sky and  
9 grabbing a cloud. With what we are having to give up  
10 here, we should be at least be treated fairly and we  
11 should be given the opportunity that we were told we  
12 would have and that be mainly that there be no forced  
13 annexations.

14 Section 27.01, I almost question whether  
15 this is a mistake or not depending on who you talk to,  
16 and it is my view that the discussions regarding this  
17 whole agreement came into play as early as the fall of  
18 2003 and the way some of these discussions and  
19 negotiations occurred were done in a manner that  
20 intentionally kept the public out of both information  
21 and input until two and a half, three months ago. Some  
22 of this misunderstanding and negotiation and whatever  
23 other terms you want to use could have probably been  
24 done in a much more organized fashioned, the public  
25 been given the opportunity for input along and

1 STATE OF WISCONSIN)  
2 )  
3 COUNTY OF KENOSHA )  
4

5 I, SUSAN K. TAYLOR, do hereby certify  
6 that I am a stenographic reporter; that I was present  
7 at the hearing in the above entitled action, and that I  
8 recorded the same in shorthand; that the above and  
9 foregoing is a true, correct and exact copy, in  
10 longhand, of my shorthand notes taken at said hearing.

11  
12 Dated this 23rd day of January, 2005

13

14

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18

19

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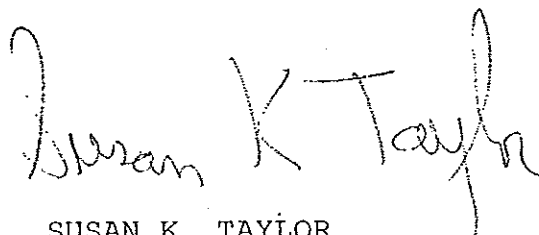
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24

25



SUSAN K. TAYLOR

Court Reporter

January 24, 2005

To: Carol Fisher, Chair &  
Board Members  
Town of Somers

From: Shirley Mandernack,  
Town of Somers Plan Commission

Re: Boundary Agreement

I am pleased that you finally have been able to work out an agreement with the City of Kenosha regarding the boundaries of our town. The 30-year timeframe seems to be a fair trade-off for the B area people. I realize that some folks will be unhappy; however, I also realize that our town needs some industrial/business/professional zoning in order to supplement residential tax revenue to pay for the services we all enjoy. (As Clink has repeatedly told us, residential taxes alone won't pay the bills!) Generally knowing what we have to work with for the next 30 years will enable us to do a better job of planning for the future. I agree with some residents that the \$5 million one-time payment requested by the City for its museum fund is a bit hard to take. (I think the City said it would allow free admission to Somers residents—that's not an issue since there is no admission fee for anyone!) However, it sounds like the overall amount isn't out of line when compared to what other neighboring municipalities pay for similar services—and part of that will be recouped from the developers, right? For these reasons, I support the town in entering into this agreement and finally bringing the issue to fruition. Good luck and thanks for your diligence in doing so..

RECEIVED  
JAN 26 2005  
TOWN OF SOMERS

January 27, 2005

To: Kay Goergen  
Town Clerk  
Town of Somers

Dear Kay,

I am writing this letter in support of the Town Board's decision and action to negotiate a boundary line agreement with the City of Kenosha to freeze our boundaries and allow the extensions of sewer and water service into the Town of Somers to allow planned orderly development.

My family has been a resident of the Town of Somers since 1955. Somers was a great place to grow up and continues to be a great place to live and raise a family.

I have been in the real estate brokerage business in Kenosha County for over 27 years. Change is occurring rapidly with tremendous development pressures on Kenosha County and the Town of Somers. There are farmers and landowners who desire to develop or sell their land for development.

Without a boundary agreement you will see landowners adjacent to the city with large and small tracts of land seeking annexation into the City of Kenosha so they can obtain sewer and water service to develop their land. This could become a disorderly dissection of the Town of Somers. The boundary agreement would assure the long-term existence of the Town of Somers with a plan for orderly and positive development controlled by the town.

In regards to the "B" areas of the town that would have to annex into the City of Kenosha in 30 years, I believe the Town Board has negotiated in the best interest of both the property owners of the "B" area and the Town of Somers as a whole to provide a 30 year window for an exit strategy for anyone that does not want to be a part of the City of Kenosha.

Without their boundary agreement those in the "B" area could find themselves annexed into the city this year, next year, or anytime a whole lot sooner than 30 years.

RECEIVED

JAN 31 2005

TOWN OF SOMERS

RECEIVED

February 4, 2005  
Page 1

FEB 07 2005

TOWN OF SOMERS

Town of Somers / Kenosha County  
% Town Chair Carol Fischer  
7511 12th Street  
Somers, WI 53171

Re: Written questions/comments Public hearing of 1-18-05

Kenosha/Somers co-operative plan for development.

The following questions and comments are in addition to the testimony given at the January 18, 2005 public hearing. I fully expect that they will be submitted in their entirety to the Wisconsin Dept. of Administration along with the comments presented at the public hearing.

1. Section 12.05:

Does this subsection mean that a parcel which currently is zoned commercial/business which includes the property owners' home as well as their business, will lose it's commercial zoning designation upon attachment to the city of Kenosha?

There does not seem to be a clear answer to this question in the plan nor are there any mentions of multi-family, agricultural or industrial parcels in the same situation. I believe that all parcels, upon attachment to the city under this plan, should come into the city with their current use zoning intact.

2. Section 20

This section reads nothing short of a ransom note! Let's just look back and review the facts as they pertain to the Kenosha Sewage Disposal Facility. The city of Kenosha (many years ago) was designated by the Dept. of Natural Resources as the sole collector and treater of sewage for the area of Kenosha County east of Interstate Highway 94 to Lake Michigan. A very large expansion of the Kenosha treatment facility became necessary and took place at that time. The lion's share of the cost came from state and federal grants. Yes, tax money from state and federal income taxes and other revenue sources.

Somers taxpayers paid for part of that expansion and are being denied use of that facility unless we pay a 15 million dollar ransom as part of this plan. These are the facts plain and simple. The City of Kenosha has been denying sewer hook-ups to Town of Somers residents for decades. If you needed sanitary sewer, you had better annex your land to the city or you got nothing. No annexation -- No sewer...at any cost!

It is because of this selfish policy by the city of Kenosha over the years that we are in this difficult boundary plan situation. They created this irregular boundary and

"town islands" mentioned in subsection 4.01 of the plan. And now they want the Town of Somers to come up with the \$15 million "ransom money" so that we can have access to the sewage treatment facility that we helped pay for.

continued...



February 4, 2005

Page 2

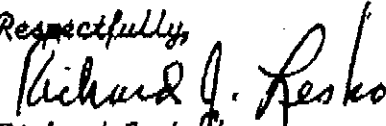
3.

I have a very serious problem with the way this plan was developed. Why were not my local elected representatives present for the negotiating sessions with the city of Kenosha? I believe that attorneys negotiated this agreement from start to finish. I also have reason to believe that my elected representatives were not present to represent me at most if not all of these crucial meetings. Town attorney's are present to provide legal advice. My town board members are responsible for negotiating matters that affect my status as a resident of this township. They alone are responsible for the contents of this pact.

I urge them to re-open negotiations with the city on this co-operative boundary agreement plan and come back with a revised draft that will address the concerns of all the Somers landowners affected.

I also urge the Wisconsin Dept. of Administration to look closely at all the issues brought up at the public hearing of 1-18-05. There are far too many flaws in this plan that adversely affect the well-being of the property owners of the Town of Somers in both the City Growth Area and the Town Growth Area. We certainly deserve better than this.

Respectfully,

  
Richard J. Lesko

2714 30th Avenue

Kenosha, WI 53144

Business owner and

Property owner

Town of Somers - Kenosha City

**RECEIVED****FEB 07 2005****TOWN OF SOMERS****February 7, 2005**

**To: Somers Town Board Correspondence  
C/o Town Clerk**

**Subject: Comments and questions about: the Draft - December 22, 2004  
City of Kenosha/Town of Somers**

This letter is being sent to the town board and the negotiating committee in reference to the January 18, 2005 Joint Public Hearing, and all comments and question pertain to that draft as mentioned about not to the most recent Draft - February 1, 2005. As I find ironic that the 20 day response period has not expired for public comments and that a new draft has already been placed on the table. Makes a person wonder if we, the residents, are really being heard or that the proceedings are proceeding w/o any consideration to the actual concerns of the people involved. This placed aside but not forgotten, I still have concerns and questions of the agreement presented.

The town had four informative meetings prior to the Dec. 22, 2005 draft. At those meetings several question were asked and at almost every meeting a different answer was given.

- We were told that this draft pertained to all parts of City Growth Area and that it included Residential, Commercial, Conservancy, Industrial, etc. That you had 30 years to stay out of the city. At the Joint Public Hearing that was not the case as is reflected in the Dec. 22, 2005. (Sec 11.02)
- At those informative meeting, we were told that building permits were going to be issued by the township if a present house was going to be remodeled. The Dec 22, 2005 Draft states that only 20 % of the house can be remodeled and that it has to be and owner occupied, residential one family or two family and that the city had to approve any such remodeling first (Sec 10.021 & 10.02)

These are only two of many miss-information that we the residents were told. I do believe that the recordings of these meetings should be made apart of the comments of the Joint public hearing to allow the Department of Administration to actually see what has transpired and what was said prior to the joint public hearing.

With that scenario given I would like to comment and ask the following questions of The Draft - December 22, 2004:

1. Sec. 4.02 Assure Orderly Development of the City Within the City Growth Area and of the Town Within the Town Growth Area. The City has property already annex into the city and surrounded by the City Growth Area. The property is now currently being used as a Dog Track. The City, County, and Indians are

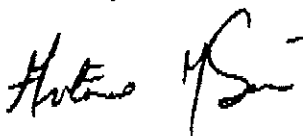
- presently in negotiations to take the entire 200 + acres and put into Reservation Status. That is not mentioned in this Draft at all yet it is a large issue that will affect the City Growth Area. Somewhere this should be stated in the draft.
2. Sec 4.05 Increase the Level of Public Safety Services Available To Areas of the Town Attached to the City. The first sentence states "Because many City ordinances will apply to the City Growth Area at the commencement of this Cooperative Plan....." Where are all these ordinances that will apply. As was stated by Mr. Clark, Somers Lawyer for the agreement stated, there is only one ordinance that will apply and that being that of the sign ordinance (Sec. 13.02.2). And if that is the case why is this statement in this Sec. 4.05
  3. In the same Section, (Sec 4.05) Public Safety Services. Three fire and rescue departments are now serving this City Growth Area. You have the City of Kenosha, Town of Somers, and Pleasant Prairie. Nothing is mentioned how we will be taken care of. In the past, there have been several problems with who takes care of what, yet this agreement mentions nothing about that. It is my opinion, that the City is understaffed to provide fire and rescue services to this area. This is a very important issue yet nothing is put in writing.
  4. Under Sec. 9, last paragraph (page 7), refers to Sec. 11.1. I have asked and not received an answer but were is this Section that they refer too?
  5. Sec. 10.014- Land Division. Normally in a land division one parcel will remain with the same parcel number, the other parcels receive new parcels. In fairness to the owner doing the land division that one parcel that retains the parcel number should remain in the township at least until any other conditions cause it to become part of the city.
  6. Sec. 10.016 Connections to Kenosha Water Utility Sanitary Sewer and Water. The Town will not have any power or authority. Line comes in front of your property, you have to hook-up and you are in the City. Sec 10.03 & 10.035 also states that Attachments to the City required in the City Growth Area as a pre-condition upon connections to Kenosha Water Utility. And if that is not good enough, Sec. 10.04, imposes a special assessment, and the town gets to collect for the city. Another means of forced annexation.
  7. Section 10.02—Exercise of Town Authority. The Town shall have the power....only if approved by the City. And if you don't like it see Sec 30.02
  8. Sec. 10.021- this is the most ridiculous of all restriction put on the resident. This should be removed in its entirety. Do you really think people are going to keep up their homes, if this becomes part of the agreement?
  9. Sec. 10.023, lets you rebuild if you are destroyed by catastrophe or act of God but only if the City approves it.
  10. Sec. 10.06- Non-conforming Uses. Refers to Wis. Statues, Sec 62.23 (7). That is a long section, and should be narrowed down to a Sub ( ). This should specify that Wis. Statues, Sec 62.23 (7)(h)- non-conforming uses.
  11. Sec. 11.011 Public Right-of-Way. I believe this violates the law in the sense that the dividing line is the center of the roadway. And yet to this day that law is still not being enforced. Sec 12.03 also addresses public right-of-ways. If the city wants the property they should take the burden of maintaining the roads. This may become a safety issue too; similar to several streets we now have that is

boundary streets. Hwy K or 60St from Hwy 31 to I-94. The city has taken land in and the road remains a county highway and two schools are built in the area and several subdivisions and not a thing about sidewalks in that area. City property requires sidewalk, town property does not, and whom do you think is going to maintain these right-of-ways?

12. As it is presented, this draft is not treating the residents of the City Growth Area, as well as the Town Growth Area, equally. In the City Growth Area, residents are being brought into a condition of forced annexation. (And this too was a topic that stated that we would not be under a force annexation situation). This takes me back to the Sec 11.02. And the question I would like answered is: what is the meaning of the three R's: a) Resident, b) Residential, c) Residency? And why aren't Resident being treated the same.
13. Sec. 19 Environmental Evaluation. In this portion of the state, cars are still checked for emissions. That is why I believe that the casino issue needs to be addressed in this boundary agreement.
14. Sec. 20 - Revenues Extortion at its best. \$5,000,000.00 paid within 3 years from the date of final approval. (This speaks for itself)

In closing, I will go back to what I have said in the beginning that the residents of the City Growth Area are not being treated equally. And what further bothers me is that by having this joint public hearing; only consist of an analysis of the public hearing comments. And further more if questions were answered at this hearing, with everyone present, we may not be in the state of confusion that most resident are. Both the City and the Town are not communicating with the Residents. Oh yes they will tell you they are listening but further proof of not listening is the drafting a new agreement on Drafted - February 1, 2005

Sincerely:



Antonio J. Lori  
(B-1 Area Resident of Somers)  
7125 - 60 Street  
Kenosha, WI 53144

1.30-05

Written comments for Draft - Dec. 22, 04 City  
of Kenosha/Town of Somers Cooperative Plan.

To whom it may concern:

The following is a list of problems  
as I see it, regarding the Cooperative Plan.

Section 4.02 It has been represented to citizens a  
span of 1-2 years

Section 4.05 The first line "Because many city  
ordinances will apply... should be limited to  
sign/billboard ordinances only, as the rest of  
this document is suppose to reflect.

Section 10.02 City should have no say in rebuilding or  
adding on to our homes as long as we remain  
in the town. We should NOT be forced into  
city regulations through anything other than  
annexation.

Section 10.021 We should be allowed to add onto our  
existing homes any amount of space, by  
square footage or percentage. We have been  
told the only reason for us to have to annex  
into the city is if we develop our property  
or want sewer &/or water hook-ups. This violate  
what we've been told.

2 of 5

Section 10.022 We citizens should not have to get approval from a municipality in which we do not reside.

Section 10.023 We should be able to rebuild our home of whatever size we are able to financially afford. Our building size rebuild should not be limited by square footage and/or percentage. A municipality we do not reside in should not have restrictions or limitations on our full enjoyment of our property.

Section 10.033 This should be REMOVED.

Section 10.034 Rezoning should not force annexation if it doesn't involve dividing or needing sewer and/or water hook-up.

Section 10.04 This section is COMPLETELY UNACCEPTABLE.

Section 12.01(b) should say . . . no residential property shall be attached to the city without the consent of the owners).

3 of 5

Section 12.01(c) if 402 was corrected to 1-2 years these two items would then match equally in intent.

What penalty is imposed to city if utilities are not obtainable within 2 years. Suggestion: city refunds to property owner taxes paid as city resident v.s. town resident until utilities are made available.

Section 12.05 When we do annex, we should be allowed to continue with our current zoning. We should NOT be penalized because we do go into the city thru annexation.

Section 13.01 Same type usage should be allowed thru proper zoning without penalty to property owner.

Section 13.02.1 It has been represented to we citizens that the only city ordinance with authority on Somers residents in city growth area is the sign/billboard ordinance.

4 of 5

Section 20 This is extortion. Plain and simple. There is no basis in reality for this \$5,000,000 fee. It is approx. 2 to 2½ times our yearly town budget. Why should we have to pay to get kicked out of our own town ???

Section 40 This agreement was mostly dictated to Somers by Kenosha. It has not been drafted jointly. The city takes - Somers gives.

There have been a total of 5 information meetings. Somers officials have had with residents. For 3 of these meetings the documents up for discussion were not available as noticed to the public. The citizens had no document to discuss with.

From day one, Somers residents have been told we would NOT be forced to annex. This document does NOT accomplish this. Several sections have provisions that do force annexation. Sections 10.021, 10.023, 10.031, 10.034. These sections indirectly can implement forced annexations for residential property owners. This should be



5 of 5

corrected in the cooperative plan. When all is said and done, there should be no forced annexations. This was what we have been told all along.

### Attachment "D"

Section #8 - Wells should be allowed to be redrilled if problems arise with current well on residential property.

Section #10 - Somers should be given a representative on the Kenosha Board of Water Commissioners.

Sincerely,

Scott Pederson

10708-38 St

Kenosha, WI 53144

January 31, 2005

Somers Town Board  
Attn: Regarding Sewer/Water Agreement  
7511-12<sup>th</sup> Street  
Somers, WI 53144

Dear Board Members:

Per the recommendation given at the Town meeting on January 18, 2005, I am submitting my written questions regarding the Sewer and Water Agreement. In that regard, I need clarification on the following concerns that I have.

**I. Additions or improvements to real property:**

In an earlier Agreement there was a 20% increase in structures that would trigger annexation. At the last meeting I saw no percentage, or failed to see it mentioned in the up-dated Agreement.

Question: Is the 20% level still in affect?

Question: If not, what is the new percentage value?

Question: Does the percentage apply to each structure(house, garage) separately? Or is the square footage accumulative, i.e., all structure footage combined.

Question: What about multiple additions over a period of time? What if I increase my house one year and my garage in the future?

I have a 2-bedroom home of 900 sq. feet and a 2.5 car garage with a side porch that is about 900 sq. feet. When I purchased my home I did so with the idea of adding on to the house to make it a 3-bedroom with 2 baths. At the 20% level I couldn't build a decent bathroom. Personally, I don't see a valid reason for "any" addition limits that would trigger an automatic and immediate annexation. Actually, I considerate it confiscation of my property rights and the freedom to use and enjoy my property, and denies me the opportunity of increasing the value of my home.

I have two acres of land which provides me the space to expand my house without violating any current building codes or restrictions. What difference does it make how much I increase my footage? Whether its Somers today or Kenosha in the future, I will have to pay increased property taxes; which is what every governmental entity wants--more taxes!

If the Town or City mandates an unreasonable restriction on the right to use one's property in a sound and socially acceptable matter I will definitely seek some type of legal advice to see if this treatment is legal or constitutional. To tell someone they can't add on without annexation is not only ridiculous, it's totally contrary to the American Dream. If ever there was a governmental intrusion or interference in an individual's life this article would raise the bar.

## **II. Replacement of Wells and Septic or Mound Systems:**

I need confirmation on this issue even though the DNR is the controlling agency.

- Question: Does replacing either a private well or septic system void the 30-year annexation clause?
- Question: What about shared or common wells? If a shared well fails, can only one well be drilled for the new well?
- Question: If a septic system fails and can only be replaced with a mound, does this void the 30-year clause?
- Question: Does an entirely new well or septic system trigger annexation?

Currently, and to the best of my knowledge, my well and septic system function properly and are humanly and environmentally safe. The well is on my property with a supply line running to the neighbor's house. We have a maintenance agreement sharing the operational and repair costs 50/50.

If the current well fails I plan on drilling a new well for myself and letting my neighbor fend for himself. Our well agreement does not stipulate perpetuity. If the well fails can only one replacement well be drilled? If so, why? Again, I would consider this denying me the right to use my property as I want.

## **III. Sale of "B" Residential Property Within the 30-Year Period:**

- Question: If I sell, or the next owner(s) sells, a single-family residential property, does this trigger automatic annexation? In other words, is the 30-year period limited to the "current" owner at the time the Agreement becomes effective?

## **IV. Conclusion:**

I am not a supporter of this annexation the way it is being carried out by the Somers Town Board and the City of Kenosha. I realize I cannot stop the juggernaut, the tsunami of growth, but turning the "B" area into high-density housing and light commercial and manufacturing isn't my idea of socially acceptable growth. But that's capitalism.

I purchased my home in Somers because I wouldn't be in the City of Kenosha. There was no mention of my home being in a "growth area" in the disclosure statement, and I don't know if it was required. If I had known that fact at the time of purchase, I would not have bought this property nor be writing this today. All I desire is the freedom to utilize my home and land in a reasonable and responsible manner. If I am allowed to do that then I can coexist with the inevitable Agreement. On the other hand, if my hands and freedoms as I view them are to be usurped by this Agreement, I will express my displeasure through the ballot box and with my feet at their earliest opportunities.

It's my opinion that there is no need for restrictions or limitations on one's use of real property. The building codes that are currently, or in the future, applicable to real property should not cause forced annexation. While I'm not an expert on the building codes, I should have the freedom to increase my 900 square foot home to a 1,500 square foot home on 2-acres of land.

There should be no "trigger" mechanisms that cause automatic and forced annexation prior to the 30-year clause in regards to single-family homes. Unless the use of the property is being changed I see no need for restrictions or forced annexation. If I'm allowed to replace a well or septic system, why can't I add another room or two and a bath? Why would the latter be grounds for immediate annexation?

Since no member of the Town Board lives in the "B" zone I can understand a complete lack of understanding or compassion for us "other" citizens. As long as the NIMBY theorem prevails why should anyone care? An elected official has a fiduciary duty and responsibility to promulgate good policies and good politics; that's what makes good government. In my opinion, I haven't see either one being exercised during this entire process. In particular, the exchange of specifics and clarity regarding automatic annexation and what a property owner of residential housing can and can not do.

I thought the meeting on Jan. 18<sup>th</sup> was ludicrous and profoundly sad. We start with the pledge of allegiance, "with liberty and justice for all", and the first thing we are told is that there will be no questions, no open two-way forum. In hindsight, I don't know why the board bothered to have a meeting. There was no open exchange. How many words did anyone on the board speak that night? For all the good the meeting did, you could have mailed a notice to the citizens of Somers regarding the 20-days in which to submit written questions relating to the Agreement.

In conclusion, I look forward to your answers to my concerns and the questions I have presented. I can't help reiterating that my sole objection to this Agreement is the unreasonable interference or prevention of a property owner enjoying and utilizing his/her property in a reasonable and socially acceptable manner without being forcibly annexed before the 30-year period expires.

Sincerely yours,

*Thomas M. Barkshire*

# SOUTHEASTERN WISCONSIN REGIONAL PLANNING COMMISSION

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February 15, 2005

William A. Morris  
Town Administrator  
Town of Somers  
P. O. Box 197  
Somers, WI 53171

Dear Mr. Morris:

Pursuant to your letter request of January 24, 2005, the Southeastern Wisconsin Regional Planning Commission has reviewed the cooperative boundary plan prepared by the Town of Somers and the City of Kenosha dated November 1, 2004. The Commission has made the following findings relative to the plan as required by the provisions of Section 66.0307 of the Wisconsin Statutes:

1. Upon its approval and implementation by all parties concerned, the plan and the boundary agreements set forth therein should serve to facilitate implementation of the master plan for the Southeastern Wisconsin Region adopted by the Commission under Section 66.0309(10) of the Wisconsin Statutes.
2. Implementation of the boundary plan should serve to enhance the delivery of essential municipal services to the boundary adjustment area identified in the plan and provide for a more logical boundary between the communities involved.

We trust that the foregoing findings are responsive to your request and will be helpful to the Town of Somers and the City of Kenosha. It is the Commission's hope that the boundary plan will be approved by all parties concerned.

Sincerely,

Philip C. Evenson  
Executive Director

PCE/DAS/ds  
#103628 v1 - KENOSHA/SOMERS AGREEMENT

cc: Nicholas Arnold, Kenosha City Administrator  
Larry Brumback, Kenosha County Planning

Date: January 21, 2005

To: Town Administrator Bill Morris

From: Supervisor Ben Harbach

Subject: City of Kenosha/Town of Somers Cooperative Plan

Attorneys Clark and Davison suggested that comments concerning the Cooperative Plan should be reduced to writing and submitted to you. These comments would then be addressed as a part of further discussion to ensure there is mutual understanding of the Cooperative Plan with the city and the Town Board. Following are my comments that I would like to see be given review consideration.

4.05 Many city ordinances: Delete "many" as it has little or no value.

Section 8. 6<sup>th</sup> line down, Town Board petitions the city for attachment. Should we add, ..Or the city petitions the town for properties to remain unattachment. An example would be in the Mark Molinaro situation or north of the airport along Cth N west from Cth S. Just a thought.

10.021 Twenty (20 %) should be increased to 50% or greater which would be more favorable.

10.23 How would commercial buildings be processed?

10.03 Needs clarification or maybe it's the sentence structure that seems confusing.

10.04 If applying to signage only, this should be identified. Is 13.02.2 then a duplication?

10.05 Why should parcels in Town growth area have a city parcel numbers? Seems to be confusing.

10.06 What is Airport Approach Protection Law?

11.11 Who owns and maintains boundary streets?

12.01(a) Upon written petition..... constituting the intermediate attachment. Why doesn't a 66.0307 have jurisdiction in this situation as it does in the creation of islands etc.? How does that relate to 12.01(b)?

12.02 The final.....as provided in Section 11.2. Can not locate 11.2 so this maybe a typo?

12.03 Needs clarification, as it seems confusing.

12.05 Is there a conflict with 10.06? Needs clarification, as it seems confusing.

12.06 Could be a typo as there are no 12.1 or 12.2.

Section 15 page 13. The UW-Parkside .....Town. The Town agrees, and certification will be ..... How is certification accomplished? Or does this Plan serve as certification?

4<sup>th</sup> Paragraph; the Town would then be ..... under the terms of this Cooperative Plan. Paragraph should be eliminated.

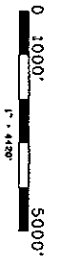
Section 16; 2nd Paragraph Town.....to city. Needs clarification, as it seems confusing.

Section 17 1<sup>st</sup> Paragraph; how could this occur without annexation?

Any questions, let me know and Thanks much.

Cooperative Plan  
Attachment "B"

Current Municipal Boundary



This map was made by the City of Chicago Department of Planning in December 19, 1964.

