

VILLAGE OF PADDOCK LAKE/
TOWN OF SALEM
COOPERATIVE PLAN UNDER
SECTION 66.0307, WISCONSIN STATUTES

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The Village of Paddock Lake, Wisconsin, a Wisconsin municipality with offices at 6969 236th Avenue, Paddock Lake, Wisconsin (hereinafter "Village"), and the Town of Salem, a Wisconsin municipality with offices at 9814 Antioch Road, Highway 83, Salem, Wisconsin 53168 (hereinafter "Town"), enter into this Cooperative Plan (hereinafter "Cooperative Plan"), subject to the approval of the State Department of Administration, under the authority of Section 66.0301 and Section 66.0307 Wisconsin Statutes.

WHEREAS, Section 66.0307, Wisconsin Statutes, authorizes municipalities to determine the boundary lines between themselves upon approval of a Cooperative Plan by the State Department of Administration; and,

WHEREAS, the purpose of the Cooperative Plan is cited in Section 66.0307(3)(b), Wisconsin Statutes as follows:

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

and,

WHEREAS, Section 66.0307(2)(a through d) of the Wisconsin Statutes requires that Cooperative Plans be organized around "options" for future boundary changes. These options, listed below, specify how boundary changes will occur over the "boundary plan" term:

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

This Cooperative Plan is organized around option "c"; and,

WHEREAS, annexation of Town land in the Village Growth Area by Village places the Town at the mercy of the annexing property owner with respect to the timing, location, provision of public services, size and shape of annexed territory; and,

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

WHEREAS, the Village and the Town have cooperated in the establishment of sewer and water service areas which the Village and the Town understand to be a designation of orderly service and development. Agreements date back to 1986 commencing with "an agreement between the Village of Paddock Lake, the Town of Bristol and Town of Salem for sewerage service" and is described in Southeastern Wisconsin Regional Planning Commission Community Assistance Report No. 45; and,

WHEREAS, various supplemental agreements have been negotiated between the Town and the Village including: agreement for the shared use of equipment; and,

WHEREAS, the Village and the Town enter into this Cooperative Plan for the purposes of establishing permanent boundaries, assuring orderly development, and limiting extraterritorial zoning, land division, condominium platting, and official mapping controls in the Town Growth Area outside the Village Growth Area; and

WHEREAS, this Cooperative Plan does not adversely affect the exercise of Kenosha County zoning, platting, and the general powers of Kenosha County in the Town Growth Area which is not subject to attachment to the Village; and,

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

WHEREAS, the Village and Town have held a joint public hearing on the Cooperative Plan noticed under Wisconsin Statutes 66.0307(4)(b) on November 16, 2006, in which comments were received and which comments are either reflected in this Cooperative Plan or addressed in Attachment "A", which consists of an analysis of public hearing comments; and

WHEREAS, the Village and the Town wish to immediately implement and make effective this Cooperative Plan and Sanitary Sewer Agreement, as of the date the same are contemporaneously executed by the Village and Town. For such reason, both the Cooperative Plan and Sanitary Sewer Agreement shall be deemed adopted, as of such date of execution by the Village and Town, under the provisions of Section 66.0301 of the Wisconsin Statutes (pertaining to intergovernmental agreements). Thereafter, at such time as all of the approvals are obtained as required under the law, this Cooperative Plan shall then also be deemed adopted under the provisions of Section 66.0307 of the Wisconsin Statutes, as described above.

WITNESSETH:

The Village of Paddock Lake and the Town of Salem enter into this Cooperative Plan under the provisions and authority of (i) Section 66.0301 of the Wisconsin Statutes, and also (ii) Section 66.0307 of the Wisconsin Statutes. The Village and Town petition the State of Wisconsin, Department of Administration, for approval of this Cooperative Plan, in accordance with the statutory procedures and time frames specified under Section 66.0307 of the Wisconsin Statutes.

**SECTION 1
PARTICIPATING MUNICIPALITIES**

1.01 This Cooperative Plan applies to the Village of Paddock Lake and Town of Salem located in Southeastern Wisconsin, which respective municipal boundaries on the date of approval of this Cooperative Plan by the Parties are shown on the map found in Attachment B. This Cooperative Plan is being adopted by the Village of Paddock Lake and the Town of Salem pursuant to both the provisions of Sections 66.0301 and 66.0307 of the Wisconsin Statutes.

**SECTION 2
CONTACT PERSON**

2.01 The following person is empowered to speak for their municipality respecting this Cooperative Plan: For the Village of Paddock Lake: The Village Administrator; For the Town of Salem: The Town Chairperson.

**SECTION 3
TERRITORY SUBJECT TO THE COOPERATIVE PLAN**

3.01 The Planning Area subject to this Cooperative Plan is the territorial limits of the Town shown on Attachment B, less the Village Growth Area, which is described on Attachment C. (Legal Description found in C-1; Map found in C-2.) and less the corporate limits of the Village of Silver Lake.

**SECTION 4
ISSUES, PROBLEMS, OPPORTUNITIES**

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

4.01 Establish Boundaries Between the Village and the Town, Thereby Eliminating Annexation Disputes. Like many towns located next to incorporated municipalities, the Town has been subjected to the loss of territory to the Village by multiple annexations over an extended period of time. Because of the lack of control over the annexation process, the losses of territory from the Town created, from a municipal services standpoint, a boundary which was difficult for both parties to service. The boundaries sought by this Cooperative Plan will recognize the need of the Village of

Paddock Lake to grow and the need of the Town of Salem to maintain secure boundaries and to engage in meaningful planning. A border will allow both municipalities to engage in land use planning, for both to avoid disputes, as well as for both to properly plan for infrastructure improvements for sewer, water and other urban amenities. The boundary to be established by this Cooperative Plan is shown on Attachment C-2.

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

4.03 Provide Sanitary Sewer Service in Village Growth Area. The Village and the Town have entered into the 2006 Intergovernmental Agreement respecting sanitary sewer service within the Village Growth Area, a copy of which is attached hereto as Attachment "D", and incorporated herein (hereinafter "Sanitary Sewer Agreement").

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

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

SECTION 5 VILLAGE GROWTH AREA/BOUNDARY ADJUSTMENT AREA OF TOWN

5.01 The area of the Town subject to boundary adjustments over the term of this Cooperative Plan and reserved for Village Growth (hereinafter "Village Growth Area"), is legally described and shown on the map on Attachment C-2.

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

6.01 The current land use and physiographic conditions of the Village Growth Area territory included in the Cooperative Plan are identified on Attachment E.

**SECTION 7
TERM OF THE BOUNDARY ADJUSTMENT PERIOD**

7.01 The term of this Cooperative Plan shall be for twenty (20) years. The term of the boundary adjustment period shall be twenty (20) years from the date of approval of the governing bodies of the Village and the Town

The basis for the twenty (20) year boundary adjustment period is that such a time period is anticipated to be the time required for the Village to assimilate the territory in the Village Growth Area in an orderly basis and in a cost effective manner.

**SECTION 8
VILLAGE GROWTH AREA AS BOUNDARY
BETWEEN THE VILLAGE OF PADDOCK LAKE AND THE TOWN OF SALEM**

8.01 The limits of the Village bordering the Town as expanded through the attachment of the Village Growth Area under this Cooperative Plan, as depicted on Attachment C-2, shall constitute the boundary line between the Village and the Town. The Village may attach areas within the Village Growth Area as provided by this Cooperative Plan, but will not attach and hereby waives its right to attach portions of the Town outside the Village Growth Area, except where the Town Board petitions the Village for attachment. The Village shall not accept any annexation petition nor pass any ordinance of annexation which annexes property in the Town to the Village which lies outside the Village Growth Area without Town approval.

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

**SECTION 9
SANITARY SEWER SERVICE**

9.01 The Village and the Town have entered into Preexisting Intergovernmental Agreements, some of which were in effect upon the date of approval of this Cooperative Plan by the Parties. The Village and the Town have operated and will continue to operate under the terms and conditions of those agreements which are in effect until such time as this Cooperative Plan is approved by the State of Wisconsin, Department of Administration. If, for whatever reason, this Cooperative Plan is not approved by the State of Wisconsin, Department of Administration, it is the intention of the Village and the Town that all other

provisions of this Agreement shall survive as an Intergovernmental Agreement under Section 66.0301 of the Wisconsin Statutes. The Sanitary Sewer Agreement will become a part of this Cooperative Plan. However, the Sanitary Sewer Agreement may be amended from time to time by mutual agreement of the parties outside of the Cooperative Plan review and approval process.

**SECTION 10
SANITARY SEWER AND WELL PERMITS,
BUILDING PERMITS, LAND USE REVIEWS AND PERMITS,
REZONINGS, LAND DIVISIONS,
SANITARY SEWER AND WATER MAIN CONNECTIONS,
SPECIAL ASSESSMENTS AND CHARGES,
NONCONFORMING USES, AND
WITHIN THE VILLAGE GROWTH AREA**

10.01 Restrictions On Exercise of Town Authority. In the Village Growth Area, the Town will not have or exercise any power or authority to accept, process, review or recommend applications, or approve any of the following:

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

10.012 Building Permits for new buildings and structures, except as permitted in Sections 10.021 through 10.023 of this Cooperative Plan.

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

10.014 Land Divisions, or Condominium Developments as defined in Chapter 38 of the Village Code of General Ordinances.

10.015 Rezoning, Conditional Use Permits or Zoning or Use Variances.

10.016 Connections to Village Water Utility water mains or Village Sanitary Sewer District sanitary sewer mains.

10.02 Exercise of Town Authority. In the Village Growth Area, the Town shall have the power and authority to accept, process, review, recommend and approve, subject to written notice of the following applications to and approved by the Village. The Village shall have twenty-one (21) business days following receipt of such notice to approve or disapprove. A dispute arising from disapproval shall be subject to the dispute resolution provision of Section 30.02 of this Cooperative Plan.

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

10.022 Building Permits for accessory buildings for single, two family residential and agricultural buildings which do not have sanitary sewer or water service.

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

10.03 Attachment To Village Required. The Village requires property in the Village Growth Area to be attached to the Village as a pre-condition to Village exercising its power and authority to accept, process, review, recommend and approve any of the following:

10.031 Building Permits for new buildings and structures, and additions thereto, except as provided in Sections 10.021 through 10.023.

10.032 Site Plan and Conditional Use reviews and approvals for new buildings and structures, except as provided in Sections 10.021 through 10.023.

10.033 Land Divisions, or Condominium Developments, as defined in Chapter 38 of the Village Code of General Ordinances.

10.034 Rezoning, Conditional Use Permits or Zoning or Use Variances.

10.035 Connections to Village Water Utility water mains and/or Village sanitary sewer mains.

10.04 Special Assessments and Charges. The Village may levy special assessments for municipal work or improvements under Section 66.0703 or impose a special charge under Section 66.0627 on property in the Town and the Town may levy special assessments for municipal work or improvements under Section 66.0703 or impose a special charge under Section 66.0627 on property in the Village, if the property subject to the assessment or charge abuts and benefits from the work or improvement or is served by current services rendered by the municipality imposing the special charge. In the case of any such assessments, the governing body of the municipality where the property is located shall by resolution approve the levy of the assessment as provided in Section 66.0707, Wis. Stats.

10.05 NonConforming Uses. Any parcel of land attached to the Village shall have and/or retain any nonconforming use status available to such parcel under State Law as established by Section 62.23(7), Wisconsin Statutes, and Section 12.08 of the Village Zoning Ordinance, subject to amendments and court interpretations thereof.

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

Territory in the Village Growth Area of the Town shall be attached to the Village during the twenty (20) year boundary adjustment period of this Cooperative Plan as follows:

11.01 Procedure For Attachment. The Village shall give ten (10) days advance, written notice to the Town Clerk/Treasurer, and without review and recommendation by the Village Plan Commission or any other subunit of the Village, and without further review and approval of the Town, adopt ordinances from time to time attaching the territory constituting the Initial Attachment. The Village Clerk/Treasurer shall file immediately with the Secretary of State a certified copy of the Attachment Ordinance, certificate and plat, and shall send one (1) copy to each company that provides any utility service to the area that is attached. The Attachment Ordinance that is filed or sent shall describe the attached territory and the associate population. The Village Clerk/Treasurer shall record the Attachment Ordinance with the Kenosha County Register of Deeds and file a signed copy of the Attachment Ordinance with the Clerk of any affected school district. The Attachment Ordinance that is filed, recorded or sent shall describe the attached territory and the associated population. Failure to file, record or send shall not invalidate the attachment and the duty to file, record or send shall be a continuing one.

11.02 Intermediate Attachments. There may be intermediate attachments of the territory of the Village Growth Area of the Town to the Village until the final attachment hereinafter provided has become effective. The Village has sole discretion as to the time Intermediate Attachments will be attached to the Village. The procedure for intermediate attachments recognizes a political compromise respecting the desire of single and two family zoned or lawfully used residential properties which are occupied by the owners: ("Residential Property") in the Village Growth Area to remain Town residents for the term of this Cooperative Plan subject to the required Final Attachment in twenty (20) years. Real Estate sales statistics show that very few Residential Property owners retain title to a given parcel of real estate for more than twenty (20) years. This means that the Residential Property owners who do attach to the Village will likely be those who bought their property knowing that attachment to the Village is required. This limitation, in effect, grandfathers Residential Property owners as Town residents for a period which could extend for twenty (20) years unless those property owners petition the Village for earlier attachment. This limitation further permits the sale from one owner to another of Residential Property, without attachment, until the Final Attachment is required. Notwithstanding the above, property owners who, prior to the effective date of this Cooperative Plan, have entered into Annexation Agreements with the Village to annex their property to the Village upon the occurrence of condition precedents, shall abide by those agreements. The Village shall attach said properties in accordance with said Annexation Agreements. No Residential Property shall be attached to the Village as an Intermediate Attachment without the consent of the owner(s).

11.03 Final Attachment. There shall be a final attachment of territory in the Village Growth Area of the Town to the Village, including all territory remaining in the Village Growth Area of the Town, irrespective of the occupancy, use or any other factors, effective on the twentieth (20th) anniversary of the effective date of this Cooperative Plan.

11.04 Parcels of Land To Be Attached. Except for the Final Attachment, and except for parcels of land which are located in both the Village Growth Area and Town Growth Area as identified in Attachment C-2, only entire parcels of land in the Village Growth Area of the Town will be attached to the Village.

SECTION 12 PROCEDURE FOR ATTACHMENT

12.01 Procedure for Intermediate Attachments.

Upon written petition for attachment filed with the Village Clerk/Treasurer on Village forms by the owners of one-half of the land petitioned to be attached, in either area or assessed value, the Village Board of Trustees shall, within ten (10) days, give advance, written notice to the Town Clerk and without review and recommendation by the Village Plan Commission or any other subunit of the Village, and without further review and approval of the Town, adopt ordinances from time to time attaching the territory constituting the Intermediate Attachment. The Village Clerk/Treasurer shall file immediately with the Secretary of State a certified copy of the Attachment Ordinance, certificate and plat, and shall send one (1) copy to each company that provides any utility service to the area that is attached. The Attachment Ordinance that is filed or sent shall describe the attached territory and the associate population. The Village Clerk/Treasurer shall record the attachment ordinance with the Kenosha County Register of Deeds and file a signed copy of the attachment ordinance with the Clerk of any affected school district. The attachment ordinance that is filed, recorded or sent shall describe the attached territory and the associated population. Failure to file, record or send shall not invalidate the attachment and the duty to file, record or send shall be a continuing one.

In any event, however, no Residential Property shall be attached to the Village as an Intermediate Attachment without the consent of the owner(s).

Notwithstanding Section 12.01(a), no parcel of land may be divided so as to be part in the Village and part in the Town by an Intermediate Attachment without the consent of the owner(s), except where the Cooperative Plan permanent boundary line, shown on Attachment C-2, divides a parcel of land.

Where a petition for attachment involves Residential Property occupied by electors other than the owner(s) (or land contract vendee), only the owner(s) have the right to consent to the attachment.

Territory may be attached to the Village, under this Cooperative Plan, subject to all of the provisions of this Section 12.01, irrespective of size, shape, or contiguousness of the territory covered by the petition. The Village, however, may reject any petition to attach territory which is either not contiguous, or not configured in a manner which will enable Village to provide adequate and timely service until such time as the Village is able to provide adequate and timely service, or until the Final Attachment. The Village is authorized to confer with land owners interested in a petition for attachment to recommend the size, shape and contiguity of the territory to be covered by the petition.

Any territory not attached to the Village as an Intermediate Attachment shall be attached to the Village as a final attachment in accordance with the time frames and procedures governing final attachments.

12.02 Procedure for Final Attachment. The final attachment shall be effective as provided in Section 11.03 without further notice, hearing or action. The Village Board shall adopt an attachment ordinance for the purpose of memorializing the attachment. The Village Clerk/Treasurer shall file, record or send the attachment ordinances in the same manner as described under Subsection 12.01.

12.03 Public Right-of-Ways. Public right-of-way attachments in the Village Growth Area will occur as identified on Attachment C-2. Upon the Transfer Date, the right-of-way of any boundary street identified in Attachment C-2 which was in the Town prior to the Effective Date, shall remain part of the Town.

Where Intermediate Attachments abut a public right-of-way, the Village shall have discretion as to whether or not to attach said public right-of-way to the Village at any time prior to the Final Attachment or at the Final Attachment.

12.04 Transfer Date of Attachment. The Town territory in the Village Growth Area constituting an Intermediate Attachment shall be attached to the Village effective on the date after the day of publication of the Attachment Ordinance unless another date is provided in the Attachment Ordinance (the "Transfer Date"). The Final Attachment shall be effective as provided in Section 11.03.

12.05 Zoning of Attached Parcels. Attached parcels shall come into the Village under the most restrictive classification in the Village Zoning Ordinance, subject to the provisions of Section 10.05 of this Cooperative Plan respecting nonconforming use.

SECTION 13 LOCAL ORDINANCES AFFECTING VILLAGE GROWTH AREA

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