

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

The Village of Silver Lake, Wisconsin, a Wisconsin municipality with offices at 113 S. First Street, Silver Lake, Wisconsin, 53170 (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 66.0307 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 “a”; and,

WHEREAS, annexation of Town land 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 combine the

respective jurisdictional boundaries of each in order to guide and accomplish a coordinated, adjusted and harmonious development of the territory covered by the Cooperative Plan; and,

WHEREAS, various supplemental agreements have been negotiated between the Town and the Village including agreements related to fire and rescue services and water patrol services and,

WHEREAS, the Village and the Town enter into this Cooperative Plan for the purposes of assuring orderly development by combining their respective jurisdictional territories into a single village; and

WHEREAS, this Cooperative Plan does not adversely affect the exercise of Kenosha County zoning, platting, and the general powers of Kenosha County in any the portion of the Town 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 July, 2016 in which comments were received and which comments are either reflected in this Cooperative Plan or addressed in Attachment 9, which consists of an analysis of public hearing comments; and

WHEREAS, the Village and the Town wish to implement and make effective this Cooperative Plan, as of the date all of the approvals are obtained as required under the law under the provisions of Section 66.0307 of the Wisconsin Statutes.

WITNESSETH:

The Village of Silver Lake and the Town of Salem enter into this Cooperative Plan under the provisions and authority of 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.

1. Participating Municipalities

- a. This Cooperative Plan applies to the Village of Silver 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 1. This Cooperative Plan is being adopted by the Village of Silver Lake and the Town of Salem pursuant to the provisions of Section 66.0307 of the Wisconsin Statutes.

2. Contact Persons

- a. For Salem: The Town Chair
  - b. For Silver Lake: The Village President
3. Territory Subject to Cooperative Plan
- a. The Cooperative Plan will, in some respects, affect the entire territory currently within the Town of Salem and the Village of Silver Lake.
  - b. The territory subject to a change of jurisdiction under the terms of the Cooperative Plan is hereinafter referred to as the “Affected Territory” and consists of the entire territory currently within the Town of Salem.
4. Issues, Problems, Opportunities
- a. Increase government efficiency. The Village and the Town recognize the efficiencies and economics which result from the sharing of services and the elimination of duplicative or unnecessary expenditures. The provisions of this Cooperative Plan allow the Village and the Town to maximize these efficiencies and still provide a high level of service to residents of both communities.
  - b. Establish boundaries. Like many towns located next to incorporated municipalities, the Town is subject to the loss of territory by annexations over time. Because of the lack of control over the annexation process, the losses of territory from the Town create, from a municipal services standpoint, a boundary which may make it difficult for the Town to provide services. The boundaries sought by this Cooperative Plan recognize the need of the Village of Silver Lake and the Town of Salem to maintain stable boundaries and to engage in meaningful planning.
  - c. Assure orderly development. 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.
5. Current Land Use and Physiographic Conditions. The current land use and physiographic conditions of the Affected Territory included in the Cooperative Plan are identified on

Attachment 2.

6. Shared Administration and Services

- a. The Village and Town currently share some law enforcement services.
  - i. The Kenosha County Sheriff's Department provides, by statute, law enforcement services in the unincorporated areas of the county, including the Town.
  - ii. Pursuant to the provisions of an inter-municipal agreement dated April 1, 2016 among the Village, Kenosha County Sheriff's Department and Kenosha County, the Kenosha County Sheriff's Department also provides general law enforcement services in the Village.
  - iii. Pursuant to the provisions of an inter-municipal agreement dated April 22, 2016 between the Village and the Town, the Town provides water patrol services to the Village.
- b. Fire and rescue services in the Village are currently provided by the Town pursuant to an inter-municipal agreement dated October 20, 2015.

7. Boundary Adjustment

- a. Utilizing the procedure in this section, the boundary of Village shall be adjusted on February 14, 2017 (hereinafter "the Consolidation Date") to include all of the Affected Territory.
- b. Prior to and effective as of the Consolidation Date, the Village shall adopt an ordinance (the "Attachment Ordinance") attaching the territory constituting the Affected Territory to the Village.
- c. The Village Clerk/Treasurer shall file immediately with the State of Wisconsin Department of Administration 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.
  - i. The Attachment Ordinance that is filed or sent shall describe the attached territory and the associated population.
  - ii. 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.

- iii. Failure to file, record or send shall not invalidate the attachment and the duty to file, record or send shall be a continuing one.
  - d. The period between adoption of this Cooperative Plan by both the Village and the Town and the first meeting of the Village Board whereat the Village Trustees and Village President elected in the 2017 spring election participate shall be referred to as the “Transition Period.”
8. Limitations on, and required action by, the Village Board during Transition Period
- a. During the Transition Period, without the prior express consent of the Salem Town Board (until the Date of Consolidation) or the Transition Committee created herein, the Village Board shall not:
    - i. Incur debt, other than refinancing of existing indebtedness
    - ii. Authorize any expenditure of Village funds other than in the ordinary course of Village operations
    - iii. Take any action to authorize an amendment to or creation of a tax incremental district or to authorize new tax incremental financing
    - iv. Enter into or renew any contract with term longer than one year
    - v. Discharge Village staff
    - vi. Hire staff other than to fill vacancies
    - vii. Act on any annexation petition affecting territory currently located within the Affected Territory
    - viii. Exercise any authority within the Village’s extraterritorial zoning jurisdiction pursuant to section 62.23(7a) of the Wisconsin Statutes relating to any part of the Affected Territory.
    - ix. Exercise any extraterritorial plat approval authority relating to any part of the Affected Territory.
  - b. During the Transition Period, the Village shall not take any of the following actions without first receiving a recommendation from the Transition Committee created herein:
    - i. Approve any zoning amendment relating to property within the Affected

- Territory.
- ii. Authorize the expenditure of funds related to Village operations within the former Town territory
  - iii. Make other operational decisions affecting the former Town territory rather than the Village as a whole.
- c. Transition Committee.
- i. The Transition Committee shall consist of six members appointed by the Village Board.
  - ii. The Village Board shall appoint, as the initial members of the Transition Committee, the members of the Town Board as of the Effective Date and the Village President.
  - iii. The Transition Committee shall meet within 5 days of the Consolidation Date to choose from its members a chair and vice-chair.
  - iv. The Transition Committee shall meet thereafter at the call of the committee chair as he or she deems necessary to expeditiously carry out the duties of the committee or upon call of the Village Board.
  - v. The Transition Committee shall consider and provide recommendations to the Village Board regarding matters referenced in paragraph b. of this section.
- d. Comprehensive Planning. Prior to the Consolidation Date, the Village shall adopt an amendment to the existing Village Comprehensive Plan to incorporate, by reference, the provisions of the existing Town Comprehensive Plan as it applies to that part of the Affected Territory which is not already addressed in the Village Comprehensive Plan. Such amendment shall be effective as of the Consolidation Date.
- e. Immediately upon the adoption of this Cooperative Plan, the Village shall adopt an ordinance establishing the position of Village Administrator.
- i. The ordinance shall establish the duties and authority of the Village Administrator.
  - ii. Village shall employ Town Administrator as Village Administrator during the Transition Period.

9. Limitations on, and required action by, the Town Board during Transition Period
  - a. Without the prior express consent of the Silver Lake Village Board, during the Transition Period the Town Board shall not:
    - i. Incur debt, other than refinancing of existing indebtedness
    - ii. Authorize any expenditure of Town funds other than in the ordinary course of Town operations
    - iii. Enter into or renew any contract with term longer than one year
    - iv. Hire staff other than to fill vacancies
    - v. Discharge Town staff
    - vi. Approve any zoning amendment relating to property within the Affected Territory
    - vii. Take any action to authorize an amendment to or creation of a tax incremental district or to authorize new tax incremental financing
10. Municipal employees following Consolidation Date
  - a. Clerk
    - i. Following the adoption of this Cooperative Plan, the Village shall appoint the current Town Clerk as Village Clerk or Deputy Village Clerk.
    - ii. The appointment shall be for a term ending April 30, 2018.
  - b. Treasurer
    - i. Following the adoption of this Cooperative Plan, the Village shall appoint the current Town Treasurer as Village Treasurer or Deputy Village Treasurer.
    - ii. The appointment shall be for a term ending April 30, 2018.
  - c. Staff
    - i. Village shall continue to employ all Village staff for a period of at least one year following the Consolidation Date, subject only to dismissal for cause
    - ii. Village shall hire all Town staff following the Consolidation Date, employing such staff for a period of at least one year, subject only to dismissal for cause
  - d. Assessor
    - i. After the Consolidation Date, the Village will negotiate with the Village of Pleasant Prairie Assessing Consortium for the provision of assessor services

in the Village

- e. Legal counsel
  - i. The Village and Town are currently represented by separate legal counsel. The parties recognize that following the Consolidation Date, both the majority of the territory and majority of the population of the Village will be comprised of former Town territory and population.
  - ii. Recognizing the familiarity of the firm of Wanasek, Scholze, Ludwig, Ekes & Iselin, S.C. with issues related to both the Town territory and population, as well as the formulation of this Cooperative Agreement, it is the intention of the parties that immediately after the Consolidation Date, the Village will retain that firm as legal counsel for the Village on such terms and conditions as the Village Board shall deem advisable.

11. Ordinances

- a. Ordinance Committee
  - i. During the Transition Period, the respective governing bodies of the Village and the Town shall create an Ordinance Committee.
    - (1) The purpose of the Ordinance Committee is to review existing Village and Town ordinances, exclusive of those pertaining to zoning, and propose a draft revised Municipal Code to be adopted following the Consolidation Date.
    - (2) The Ordinance Committee shall consist of three members appointed by the respective governing bodies of the Village and the Town.
    - (3) To the greatest extent possible, the Ordinance Committee shall retain in its draft Municipal Code the existing provisions of Village and Town ordinances, but shall eliminate any redundancies and attempt to reconcile any conflicting provisions.
    - (4) This Cooperative Agreement shall not affect the enforcement of existing Town or Village ordinances in the Affected Territory prior to the Consolidation Date.
- b. General Ordinances

- i. Notwithstanding any other provisions of this agreement, the Town of Salem Code of Ordinances, exclusive of those pertaining to zoning, shall remain in effect within the current territory of the Town and the provisions of the Village ordinances shall remain in effect within the current territory of the Village following the Consolidation Date until amended by the Village Board.
- c. Zoning
- i. Prior to the Consolidation Date, the Village shall adopt an ordinance repealing and recreating existing Village zoning ordinances by adoption of the provisions of Chapter 12 of the Kenosha County Code of Ordinances and all other applicable County ordinances adopted under sections 59.692, 87.30 and 91.71 to 91.78 of the Wisconsin Statutes. The effective date of such ordinance shall be the Consolidation Date.
  - ii. Prior to Consolidation Date and in conjunction with the adoption of provisions of the county zoning code, the Village will amend its zoning map to the extent necessary to permit the continuation of existing uses of property within the pre-attachment Village territory. The effective date of such map amendment shall be the Consolidation Date.
  - iii. Following the Consolidation Date, the Village will amend its zoning map to include the Affected Territory.
  - iv. 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) of the Wisconsin Statutes, and Section 5.0 of Ordinance 220, the Village Zoning Ordinance, subject to amendments and court interpretations thereof.
  - v. Prior to the Consolidation Date, the Village shall enter into negotiations with Kenosha County to provide, by contract, zoning administration and enforcement services commencing on the Consolidation Date.
  - vi. It is the intention of the parties that, following the Consolidation Date, the Village Board will review and may revise the zoning ordinance.

12. Budget and Financial Matters.
  - a. The Village and the Town acknowledge that the boundary adjustment provided for in this agreement will affect their respective revenues and expenses for 2017. Both parties further acknowledge that the exact extent of that impact is not known.
  - b. In an effort to best prepare for uncertainty in revenues and expenses resulting from the boundary adjustment, the Village and the Town shall each adopt a budget and tax levy for the 2017 fiscal year as if there were no boundary adjustment
  - c. Prior to December 1, 2016, the Village shall adopt an ordinance to increase the compensation for the Village President and Trustees recognizing that the duties and responsibilities attendant upon those positions will significantly increase following the boundary adjustment.
13. Elections
  - a. Prior to the Consolidation Date, the Town Clerk shall provide to the Village Clerk such information as may reasonably be required by the Village Clerk in the preparation for, and administration of, federal, state and local elections following the Consolidation Date, including voter registration lists.
  - b. Prior to the Consolidation Date, the Village shall establish, by resolution or ordinance, wards in the Affected Territory pursuant to the provisions of Section 5.15(1)(a) of the Wisconsin Statutes.
    - i. The boundaries of the wards so established shall be identical to the existing boundaries of wards within the Town.
    - ii. Such resolution or ordinance shall be effective upon the Consolidation Date.
  - c. Prior to the Consolidation Date, the Village shall designate by resolution or ordinance all current Town polling places as polling places for the spring election in the year of the Consolidation Date.
    - i. Such resolution or ordinance shall be effective upon the Consolidation Date.
    - ii. Such polling places shall be utilized for wards designated in paragraph 12 b. of this agreement.
14. Municipal courts
  - a. The Village and the Town are each currently served by a municipal court presided

over by a duly elected municipal judge serving a four year term. Both parties recognize that the respective municipal courts and municipal judges have provided admirable service to the citizens in both jurisdictions. Both parties also recognize the importance of giving to the electors control over the selection of the judge or judges who represent this branch of government.

- b. In order to preserve the judicial selections of the electors, the Village and Town shall adopt identical ordinances creating a joint municipal court pursuant to the provisions of Section 755.01(4) of the Wisconsin Statutes.
  - i. The ordinances will provide for two court branches pursuant to Section 755.01(3) of the Wisconsin Statutes.
  - ii. The ordinances will provide that the municipal judges currently presiding in the Village and the Town will serve as the initial municipal judges of the joint court for the balances of their respective terms pursuant to Section 755.01(4) of the Wisconsin Statutes.
  - iii. The ordinances will establish a method for assignment of cases between the two branches.
- c. The Town and Village shall adopt the ordinances establishing a joint municipal court prior to the Consolidation Date.

15. Law enforcement

- a. The parties intend to contract with the Kenosha County Sheriff's Department to provide law enforcement services following the Consolidation Date and to supplement the provision of those services by creating a public safety department to focus on Village ordinance enforcement and water patrol.
- b. Immediately upon the execution of this Cooperative Agreement, the parties shall meet with Kenosha County and the Kenosha County Sheriff's Department to negotiate a renewal of the April 1, 2016 Agreement with the County and Sheriff's Department.
- c. The Village shall adopt ordinances as are necessary to create public safety department as of the Consolidation Date.
  - i. The ordinance or ordinances shall establish the jurisdiction and authority of

the department, the qualifications for department staff and such other matters as the Village Board deems advisable.

- ii. The Village shall hire the current staff of Town Public Safety Department as of the Consolidation Date.

16. Fire and Rescue

- a. Fire and Rescue services in the Village are currently provided by the Town Fire/Rescue Department pursuant to the terms of an inter-municipal agreement. The parties intend that there will be no change in the provision of these services after the Consolidation Date.

- b. The Village shall adopt ordinances as are necessary to create Village Fire/Rescue Department as of the Consolidation Date.

- i. The ordinance or ordinances shall establish the jurisdiction and authority of the department, the qualifications for department staff and such other matters as the Village Board deems advisable.

- ii. The Village shall appoint the current Fire Chief of the Town as Chief of the Department.

- iii. The Village shall hire the current staff of Town Fire/Rescue Department as of the Consolidation Date.

17. Public works

- a. Streets and highways.

- i. As of the Consolidation Date, the Village shall hire the employees of the Town Highway Department for the same positions in the Village.

- b. Wastewater Collection and Treatment

- i. The Village and the Town each operate waste water collection and treatment systems serving areas within their respective jurisdictions.

- ii. The parties intend that the provision of waste water collection and treatment services will continue unchanged following the Consolidation Date.

- iii. The Village shall hire the current staff of the Town's utility district for the same positions in the Village as of the Consolidation Date.

18. Lake Protection Districts

- a. Three Public Inland Lake Protection and Rehabilitation Districts lie entirely or in part within the current boundaries of the Town. Section 33.28(2)(b) of the Wisconsin Statutes authorizes the Town Board to appoint one member of each board of commissioners charged with the duty of managing the affairs of each District. Following the Consolidation Date, authority to appoint commissioners will be vested in the Village Board.
  - b. Immediately after the Consolidation Date, the Village Board shall adopt an appropriate resolution reappointing the representatives previously appointed by the Town Board for each of the Public Inland Lake Protection and Rehabilitation Districts to serve for the remainder of their respective terms.
  - c. The Town and the Village are aware that citizens of both municipalities are actively involved in efforts to form a Public Inland Lake Protection and Rehabilitation District to protect and rehabilitate Silver Lake. Both the Village and the Town support those efforts and following the Consolidation Date, the Village Board shall promptly address any request for district formation submitted to it.
19. Village of Paddock Lake/Town of Salem Cooperative Plan
- a. The Town is party to an existing Cooperative Plan with the Village of Paddock Lake (“PL/S Plan”), which contains the following provision: "The consolidation of the Town with a bordering Town, or the incorporation of the Town as a City or Village, will not affect the implementation of this Cooperative Plan, the boundary changes provided for, or the obligations of the Town and the Village under this Cooperative Plan. In the event of consolidation or incorporation of the Town, the ordinance for consolidation or order for incorporation shall include a provision obligating the surviving municipality to implement this Cooperative Plan, the boundary changes provided for, and to otherwise carry out the obligations of the Town and Village under this Cooperative Plan."
  - b. The Town and the Village expressly agree that Village shall be bound by the all of the provisions of the PL/S Plan following the Consolidation Date, including, but not limited to, those provisions pertaining to Initial, Intermediate and Final Attachments as those terms are used in the PL/S Plan.

- c. In order to implement the provisions of the PL/S Plan, the Village shall adopt one or more ordinances having the effect of an ordinance adopted pursuant to section 66.0227(2) of the Wisconsin Statutes, detaching from the Village the real estate designated as the Paddock Lake Village Growth Area in the PL/S Plan.
- i. The real estate subject to a detachment ordinance shall be that which satisfies the requirements for an Initial, Intermediate or Final Attachment as those terms are used in the PL/S Plan.
  - ii. The Village shall adopt the detachment ordinance or ordinances within thirty (30) days of any written request to do so by the Village of Paddock Lake with respect to an Initial or Intermediate Attachment and not later than (the twentieth anniversary of the effective date of the PL/S Plan) with respect to the Final Attachment pursuant to the PL/S Plan.
- d. Procedure For Attachment pursuant to the PL/S Plan.
- i. Paddock Lake shall give ten (10) days advance, written notice to the Village, and without review and recommendation by the Paddock Lake Plan Commission or any other subunit of Paddock Lake, and without further review and approval of the Village, may adopt ordinances from time to time attaching the territory constituting an Initial Attachment, Intermediate Attachments and a Final Attachment.
  - ii. The Paddock Lake Village Clerk/Treasurer shall file immediately with the appropriate state agency 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.
  - iii. The Attachment Ordinance that is filed or sent shall describe the attached territory and the associate population.
  - iv. The Paddock Lake 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 and the State of Wisconsin.
  - v. Failure to file, record or send shall not invalidate the attachment and the duty

to file, record or send shall be a continuing one.

- vi. Final Attachment. There shall be a final attachment of territory in the Village Growth Area defined in the PL/S Plan, including all territory remaining in the Village Growth Area defined therein, irrespective of the occupancy, use or any other factors, effective on the twentieth (20th) anniversary of the effective date of the PL/S Plan.
- vii. 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 the PL/S Plan, only entire parcels of land in the Village Growth Area defined in the PL/S Plan will be attached to Paddock Lake.
- viii. The procedure for an Intermediate Attachment may be commenced by written petition for attachment filed with the Paddock Lake Village Cleric/Treasurer by the owners of one-half of the land petitioned to be attached, in either area or assessed value.
- ix. In any event, however, no Residential Property shall be attached to the Village of Paddock Lake as an Intermediate Attachment without the consent of the owner(s).
- x. No parcel of land may be divided so as to be part in the Village of Paddock Lake and part in the Village by an Intermediate Attachment without the consent of the owner(s), except where the PL/S Plan permanent boundary line divides a parcel of land.
- xi. 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.
- xii. Any territory not attached to the Village of Paddock Lake as an Intermediate Attachment shall be attached to the Village of Paddock Lake in the Final Attachment. The Final Attachment shall be effective as provided in this Section without further notice, hearing or action. The Paddock Lake Village Board shall adopt an attachment ordinance for the purpose of memorializing

the attachment. The Paddock Lake Village Clerk/Treasurer shall file, record or send the attachment ordinance for the Final Attachment in the same manner as described herein as an Intermediate Attachment.

xiii. Public Right-of-Ways. Public right-of-way attachments in the Village Growth Area described in the PL/S Plan will occur as identified therein. Upon the Transfer Date, the right-of-way of any boundary street identified in the PL/S Plan which was in the Village prior to the Effective Date of the PL/S Plan, shall remain part of the Village of Paddock Lake.

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

xiv. Transfer Date of Attachment. The territory in the Village Growth Area defined in the PL/S Plan constituting an Initial, Intermediate or Final Attachment shall be attached to the Village of Paddock Lake 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").

xv. Zoning of Attached Parcels. Attached parcels shall come into the Village of Paddock Lake under the most restrictive classification in the Paddock Lake Village Zoning Ordinance, subject to the provisions of the PL/S Plan respecting nonconforming use.

20. Name

a. Prior to Consolidation Date, Village will adopt a charter ordinance per section 66.0101 of the Wisconsin Statutes changing the name of the Village from “Village of Silver Lake” to “Village of Salem Lakes” as of the Consolidation Date.

21. Environmental Evaluation of the Cooperative Plan. The Village and the Town have evaluated the environmental consequences of this Cooperative Plan, including air and water pollution impacts, energy use, and effect on urban sprawl and expect minimum impacts. This Cooperative Plan facilitates consistent and coherent planning for infrastructure and other development. This Cooperative Plan is consistent with all applicable state and federal

laws, municipal regulations, shoreland zoning ordinances and administrative rules.

- a. Because intensive manufacturing development is not anticipated by this Cooperative Plan, there are no potential adverse environmental consequences (including air and water pollution) related to manufacturing development. The reservation of all natural areas, wetlands, floodplains and upland woods will allow for the continuation of natural vegetation absorbing air pollutants and preventing soil erosion.
- b. On the Effective Date, the Town Wastewater Treatment Plant has adequate capacity to serve the Town's designated sewer service area within the Affected Territory existing on the Effective Date.
- c. Construction site maintenance and erosion control for new construction shall be regulated in the Affected Territory by Chapter 260 Code of the Town of Salem until the Consolidation Date and thereafter by applicable Village ordinances.
- d. The development in the Affected Territory will be in compliance with State and Federal environmental laws and regulations. Sanitary sewer and water extensions will be subject to the Department of Natural Resources and/or Public Service Commission approvals. No major development is expected in the Affected Territory which would require Federal or State air pollution control permits or waivers. Private wells upon premises served by Village water service in the Affected Territory must be maintained under a permit or abandoned under the Village Code of General Ordinances.
- e. Based upon plans developed at the regional, county and local levels of government for the surrounding communities, the impact of the boundary changes and the development within the Affected Territory will be compatible with, and will have no negative impacts on, the surrounding communities. All surrounding villages and towns are subject to zoning ordinances and land division control ordinances.

## 22. Authorizing Resolutions

- a. Initial Authorizing Resolutions. Section 66.0307(4)(a) of the Wisconsin Statutes, requires that initial authorizing resolutions for the preparation of a Cooperative Plan must be approved by each participating municipality (that is, the Village and the Town) before Cooperative Plan preparation may commence. Authorizing resolutions

must be dated and signed by the chief elected official and attested by the municipal clerk of each municipality participating in the Cooperative Plan. Copies of the Village and Town initial authorizing resolutions are found in Attachments 3 and 4, respectively.

- b. Attest By Affidavit. Section 66.0307(4)(a)(1-4) of the Wisconsin Statutes regarding the Cooperative Plan requires an attest by affidavit that authorizing resolutions described under Section 20 a. above were sent or delivered to: The Department of Administration, Department of Natural Resources (DNR), Department of Agriculture, Trade, and Consumer Protection (DATCP), and Department of Transportation (DOT); the clerks of any municipality, school district, vocational technical and adult education district, sewer or sanitary district which has any part of its territory within five (5) miles of a participating municipality; the clerk of each county in which a participating municipality is located; and, any county zoning agency or regional planning commission whose jurisdiction includes a participating municipality. The Attests by Affidavit is found in Attachment 5.
  - c. Resolutions Indicating Adoption and Authorizing Transmittal of the Cooperative Plan to the State. Copies of Village and Town resolutions indicating adoption and authorizing transmittal of the Cooperative Plan to the Wisconsin Department of Administration for review, dated and signed by the chief elected official and attested by the clerk from each participating municipality are found in Attachments 6 and 7, respectively.
  - d. Record of Public Participation and Comment. The public comment and hearing requirements in Section 66.0307(4)(b) and (c) of the Wisconsin Statutes were met. The public hearing comments, as well as comments of Kenosha County and the Southeastern Wisconsin Regional Planning Commission, are found in Attachment 8.
23. Third Party Beneficiary.
- a. This Cooperative Plan is intended to be solely between the Village of Silver Lake and the Town of Salem.
  - b. For the sole purpose of enforcing the provisions of section 19 of this Cooperative

Plan, the Village of Paddock Lake shall be a third party beneficiary of this agreement and for that purpose shall have the standing and authority to exercise the rights of a party pursuant to section 25 of this Cooperative Plan.

- c. Except as otherwise expressly provided in this section, nothing in this Cooperative Plan shall be interpreted as giving to any person or entity not party to this Cooperative Plan any legal or equitable rights whatsoever, whether as a third party beneficiary or otherwise.
24. Administration. This Cooperative Plan shall be administered on behalf of the Town by the Town Chairperson or designee, and on behalf of the Village, by the Village President or designee. The appointment of a designee must be in writing, and the other party to this Cooperative Plan must be notified in writing of the appointment.
25. Enforcement.
- a. Remedies. This Cooperative Plan is intended to provide each party with the right and standing to challenge in Court any act or omission which violates this Cooperative Plan. This Cooperative Plan is intended to provide each party with the right and standing to seek any available legal or equitable remedy to enforce this Cooperative Plan and to seek damages for the breach of this Cooperative Plan.
  - b. Notice of Breach/Dispute Resolution. If a party to this Cooperative Plan believes that the other party is in breach of this Cooperative Plan, the aggrieved party shall promptly serve written notice of said breach upon the other party. The parties shall meet promptly thereafter and shall endeavor in good faith to resolve any dispute amicably. If the initial meeting fails to resolve the dispute, the parties shall meet again within thirty (30) days after service of the written notice. Failure or refusal of a party to meet promptly and attempt in good faith to resolve any dispute shall be deemed a waiver by such party of any right to recover any litigation expenses or attorney fees other than statutory costs; provided, however, that good faith shall not require an amendment of this Cooperative Plan. This subparagraph is intended by the parties to waive their respective statutory right to any further notice under Subsection 893.80(1)(a) of the Wisconsin Statutes, to the extent such subsection is applicable.

- c. Limitation on Commencement of Civil Action. No civil action may be commenced until after thirty (30) days from the effective date of written notice required by this Cooperative Plan, except that a party may commence an action seeking specific performance or injunctive relief in less than thirty (30) days if, in that party's good faith judgment, such an action is necessary to protect the public health, safety or welfare. Except as otherwise provided in this Cooperative Plan, the prevailing party in any action concerning an alleged breach of this Cooperative Plan shall be entitled to recover from the other party its reasonable costs and expenses of litigation, including reasonable actual attorneys fees.
26. No Challenges. The Village and the Town hereby waive any right each may have to commence or maintain any civil action or other proceeding to contest, invalidate or challenge this Cooperative Plan or any of the actions required or contemplated by this Cooperative Plan, or to take any actions, either directly or indirectly, to oppose in any other way, or to initiate, promote or support the opposition of this Cooperative Plan or any of the actions required or contemplated by this Cooperative Plan.
27. Amendment. This Cooperative Plan may be amended pursuant to the provisions of Section 66.0307(8) of the Wisconsin Statutes. In any event, either party may arbitrarily withhold its consent to any amendment.
28. Good Faith and Fair Dealing. The parties hereby acknowledge that this Cooperative Plan imposes on them a duty of good faith and fair dealing.
29. Severability. The provision of this Cooperative Plan, and the individual parts of each such provision, shall be severable. In the event that any provision of this Cooperative Plan, or any part thereof, is held by a court of competent jurisdiction to be invalid or ineffective, the balance of this Cooperative Plan shall survive. In such event, the parties shall promptly meet to discuss how they might satisfy the intent of this Cooperative Plan by alternative means.
30. Invalid or Ineffective Ordinance. In the event that any ordinance, including but not limited to Attachment and Zoning Ordinances, which the parties are required or entitled to enact and/or enforce by this Cooperative Plan, is adjudged by any court of competent jurisdiction to be invalid or ineffective, in whole or in part, the parties shall promptly meet to discuss how they might satisfy the intent of this Cooperative Plan by alternative means, including,

without limitation, enacting another ordinance designed to satisfy the court's objections. The parties shall use their best efforts to find, design and implement a means of successfully accomplishing the intent of this Cooperative Plan. If necessary, the parties shall negotiate appropriate amendments of this Cooperative Plan to maintain, as closely as possible, the original terms, intent and balance of benefits and burdens of this Cooperative Plan. In the event the parties are not able to reach agreement in such situation, either party may, by thirty (30) days written notice to the other, require submission of such dispute to an impartial arbitrator, to be mutually selected by the parties during such thirty (30) day period, for binding arbitration. Town and Village shall promptly pay on an equal basis all fees and expenses of the selected arbitrator.

31. Successors. This Cooperative Plan shall benefit and be binding upon the successors of Town, including any portion which may hereinafter be incorporated, and upon Village. Successors include, but are not limited to, a city, village or town being a party to a consolidation, and any other governmental entity which may govern the Affected Territory.
32. Implementation. Town and Village shall each take such actions as may be necessary or desirable to implement and effectuate the provisions and intent of this Cooperative Plan.
33. References. Any references in this Cooperative Plan to any particular agency, organization or official shall be interpreted as applying to any successor agency, organization or official or to any other agency, organization or official to which contemplated functions are transferred by statute or ordinance. Any references in this Cooperative Plan to any particular statute or ordinance shall be interpreted as applying to such statute or ordinance as recreated, amended, or renumbered from time to time.
34. Paragraph Titles. Paragraph titles in this Cooperative Plan are provided for convenience only and shall not be used in interpreting this Cooperative Plan.
35. Interpretation. This Cooperative Plan shall be interpreted as though jointly drafted by the parties.
36. Notices. All notices required by or relating to this Cooperative Plan shall be in writing. Each notice shall specifically refer to this Cooperative Plan by name and shall refer specifically to the number of the paragraph(s) or subparagraph(s) to which the notice relates. Any such notice shall be delivered in person to the clerk of the party receiving the notice or

to the person apparently in charge of the clerk's office during normal business hours, or shall be mailed to such clerk by certified mail, return receipt requested (or equivalent private delivery service). Each notice to the Town shall be addressed to the Town Clerk, Town of Salem, 9814 Antioch Road, Salem, Wisconsin 53168. Each notice to the Village shall be addressed to the Village Clerk/Treasurer, Village of Silver Lake, 113 S. First Street, Silver Lake, Wisconsin, 53170. Each party may change its address (or add addresses for facsimile, electronic mail or other communications media), for purposes of this Cooperative Plan, by written notice to the other party pursuant to this paragraph. Each notice shall be effective upon delivery in person, or mailing, or upon actual receipt without regard to the method of transmission, whichever occurs first.

37. Approvals and Effective Date.

- a. Town Approval. This Cooperative Plan was approved by the Board of the Town of Salem at a duly noticed and convened public meeting on the \_\_\_\_ day of \_\_\_\_\_, 2016.
- b. Village Approval. This Cooperative Plan was approved by the Village Board of the Village of Silver Lake, Wisconsin at a duly noticed and convened public meeting on the \_\_\_\_ day of \_\_\_\_\_, 2016.
- c. Effective Date. This Cooperative Plan shall become effective as of the date that this Cooperative Plan is approved in writing by the State of Wisconsin Department of Administration, as required under Section 66.0307 of the Wisconsin Statutes.

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

THE VILLAGE OF SILVER LAKE, WISCONSIN,  
A Municipal Corporation

BY: \_\_\_\_\_  
Bruce Nopenz , President

BY: \_\_\_\_\_  
Vickie Galich, Clerk/Treasurer

