

1 **VILLAGE OF NEW GLARUS / TOWN OF NEW GLARUS**
2 **COOPERATIVE PLAN**
3 **UNDER SECTION 66.0307 WISCONSIN STATUTES**

4 The Village of New Glarus, a Wisconsin municipality with offices at 319 Second Street
5 Street, PO Box 399, New Glarus, Wisconsin 53574 (hereinafter “Village”), and the Town of
6 New Glarus, a Wisconsin municipality with offices at 1101 Highway 69, New Glarus, Wisconsin
7 53574 (hereinafter “Town”), hereby enter into this Cooperative Plan (hereinafter “Cooperative
8 Plan” or “Plan”), subject to the approval of the State Department of Administration, under the
9 authority of Section 66.0307, Wisconsin Statutes.

10 **WHEREAS**, Section 66.0307, Wisconsin Statutes, authorizes municipalities to
11 determine the boundary lines between themselves upon approval of a Cooperative Plan by the
12 State Department of Administration.

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

- 15 (b) Purpose of Plan. The Cooperative Plan shall be made with
16 the general purpose of guiding and accomplishing a
17 coordinated, adjusted and harmonious development of the
18 territory covered by the Plan which will, in accordance with
19 existing and future needs, best promote public health,
20 safety, morals, order, convenience, prosperity or the
21 general welfare, as well as the efficiency and economy in
22 the process of development.
23

24 **WHEREAS**, Section 66.0307(2)(a-d), Wisconsin Statutes, requires that Cooperative
25 Plans be organized around “options” for future boundary changes. These options, listed below,
26 | specify how boundary changes may be authorized ~~occur~~ during the Planning Period (as such
27 term is defined in Section 2 of this Cooperative Plan):

- 28 (a) That specified boundary line changes shall occur during the Planning
29 Period and the approximate date by which such changes shall occur.
- 30 (b) That specified boundary line changes may occur during the Planning
31 Period and the approximate dates on which the changes may occur.
- 32 (c) That required boundary line changes under Paragraph (a) or an optional
33 boundary line change under Paragraph (b) shall be subject to the
34 occurrence of conditions as set forth in the Plan.
- 35 (d) That specified boundary lines may not be changed during the Planning
36 Period.

1 mutual policies, and to provide greater likelihood that policy desires expressed within this
2 Cooperative Plan can be achieved.

3 B. The municipal boundaries of the Village shall not change through the annexation or
4 attachment of land from the Town during the Planning Period except through changes identified
5 and authorized in this Plan, and through any other annexation or attachment mutually approved
6 by the Parties during the Planning Period.

7 **SECTION 3**
8 **TERRITORY SUBJECT TO THE COOPERATIVE PLAN/PLANNING AREA**

9 The territory subject to this Cooperative Plan (the “Planning Area”) is as shown on
10 **Exhibit 1** as the area within the “Boundary of Territory Subject to Cooperative Plan” but outside
11 of the Village limits as of March 2012. The Planning Area follows the same outer boundary as
12 the Village/Town extraterritorial zoning area, reflected on the map in **Exhibit 5**, except that the
13 Planning Area extends further east than the extraterritorial zoning area, out to the eastern limits
14 of the Town.

15 **SECTION 4**
16 **ISSUES AND OPPORTUNITIES**

17 Through this Cooperative Plan, the Town and Village shall address issues and create
18 opportunities stated in the as-following paragraphs. When reviewing this Section 4, it is
19 important to remember that this section lays out the broad objectives of this Cooperative Plan,
20 with the specifics of how these objectives will be achieved laid out in the sections that follow
21 Section 4.s:

22 A. **Facilitate Ongoing Communication and Coordination Between the Town and the**
23 **Village on Land Use Issues.** The Town and the Village enjoy a good relationship. The Town
24 and the Village believe that this Cooperative Plan preserves and improves this relationship and
25 provide greater certainty with respect to joint planning near shared municipal borders. This Plan
26 results from negotiations among members of a joint Village and Town negotiating committee,
27 which has as its mission “to carry out honest and energetic discussions of issues and problems
28 facing the Village and Town and further to make concerted effort to bring these issues and
29 problems to a timely conclusion, acceptable to both Parties.” To facilitate the desired ongoing
30 communication on land use issues, a permanent Joint Planning Committee (JPC) is established
31 via this Cooperative Plan.

32 B. **Better Establish Future Municipal Boundaries Between The Village and The**
33 **Town, Minimizing Future Annexation Disputes.** The municipal boundary changes enabled by
34 this Cooperative Plan recognize the interest of the Town and Village to secure municipal
35 boundaries from unplanned annexations/~~attachments~~; to “square up” irregular boundaries where
36 practical; and to engage in meaningful, joint planning within the Planning Area. Planned
37 municipal boundary changes, triggered by certain private development proposals in the Planning
38 Area, allows the Parties to more efficiently engage in joint land use planning, zoning, and land
39 division review; reduce land use related disputes; and better plan for improvements to and
40 extension of sanitary sewer, public water, stormwater management, electricity, and other urban

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1 infrastructure. ~~[NOTE: This Cooperative Plan intentionally uses the term “attachment” instead~~
2 ~~of “annexation” and “attach” instead of “annex” in most cases to describe the process and action~~
3 ~~associated with detaching land from the Town and incorporating it into the Village. Use of the~~
4 ~~terms “attachment” and “attach” provide greater statutory flexibility than use of “annexation”~~
5 ~~and “annex” by mutual agreement of the Town and Village.]~~

6 **C. Direct the Provision of Urban Services to the Planning Area to Serve Planned**
7 **Land Development.** The Town and Village agree that new subdivisions (5+ lots) and non-
8 agricultural commercial development within the Planning Area should be provided with a full
9 range of urban services, including public sanitary sewer, public water, and streets designed to
10 Village standards. The Town does not believe it is economical for the Town to separately
11 attempt to provide a full range of urban services. Therefore, the Town and Village agree that the
12 Village shall provide a range of urban services to such subdivisions and non-agricultural
13 commercial development within the Planning Area, and such new development shall be subject
14 to Village public improvement standards, regardless of whether immediately ~~attached~~annexed or
15 subject to deferred ~~attachment~~annexation under this Cooperative Plan.

16 **D. Enable Improved Capital Improvement Planning.** Capital improvements—such as
17 those required for municipal sanitary sewer, water, and stormwater systems—typically require a
18 planning, design, and construction period of several years in length. This Cooperative Plan
19 enables the Village to plan and design for the ultimate extension of its public infrastructure into
20 developing areas in and around the Village that require such service and shall ultimately become
21 part of the Village. The prospect of logical, cost-effective, and timely extension of such public
22 improvements and the orderly phasing of associated urban development is enhanced by this
23 Cooperative Plan.

24 **E. Provide Opportunities for Revenue Growth Within the Town.** The Town
25 believes that can best serve its constituents via consistent tax base growth, and that logical
26 locations for such tax base growth are often close to the Village limits. This Cooperative Plan
27 provides for residential development and certain types of non-residential development within the
28 Planning Area, with ~~attachment~~annexation deferred for up to 20 years and payments from the
29 Village to the Town following ~~attachment~~annexation of such areas. Further, this Plan limits the
30 Village ~~attachment or~~ annexation of Town lands without Town and property owner consent or
31 desire to seek development approvals as described in this Cooperative Plan.

32 **F. Share Expenses for a New Library and Other Facilities Benefitting the New**
33 **Glarus Area.** Both Parties agree that a new, expanded Library will be a necessary addition to the
34 community and have agreed to support and promote such a venture. In order to properly fund ~~of~~
35 the local Library and its necessary future expansion, the Parties agree to revenue sharing as
36 described in this Cooperative Plan. The Town also has adopted an impact fee ordinance and
37 associated public facilities needs assessment that enable the collection of impact fees for possible
38 joint Town-Village public works garage and pool house renovation projects.

39 **SECTION 5**
40 **BOUNDARY ADJUSTMENT AREA OF THE VILLAGE AND THE TOWN**

1 The boundary adjustments mandated and permitted under this Cooperative Plan shall
2 create more regular municipal boundaries, and shall occur within areas planned for development
3 within local comprehensive plans. The Planning Area within which boundary adjustments shall
4 and may occur during the Planning Period is shown on a scale map on **Exhibit 1** (i.e., area
5 within the “Boundary of Territory Subject to Cooperative Plan”), with the only two mandatory
6 boundary adjustment areas (identified as “Area A” and “Area B” on **Exhibit 1**) also legally
7 described in **Exhibit 2**.

Comment [M2]: Legal descriptions for Areas A and B still need to be prepared. Strand should be able to do this.

8 **SECTION 6**
9 **CURRENT LAND USE AND PHYSIOGRAPHIC CONDITIONS OF**
10 **THE PLANNING AREA**

11 The current land use and physiographic conditions (natural features) of the Planning Area
12 are identified within maps in **Exhibit 3**.

13
14 As shown within Map 1 of **Exhibit 3**, the Planning Area is largely in farmland,
15 woodland, and other open space land uses. Notable exceptions include the Valley View
16 residential subdivision southeast of the Village limits and smaller residential divisions in the
17 Highway 39/Durst Valley Road corridor west of the Village.

18
19 As represented on the extraterritorial zoning map in **Exhibit 5**, the Planning Area is
20 generally zoned for agricultural use. Lands closer to the Village limits are generally zoned
21 “Agricultural and Woodland Transition (A-T),” coinciding with planned development areas
22 within the Village’s comprehensive plan/**Peripheral and Extraterritorial Area Plan**. Lands further
23 from the Village limits are zoned for long-term agricultural preservation.

24
25 As shown on Map 3 of **Exhibit 3**, the Planning Area is characterized by rolling
26 topography, well-established drainageways featuring the Little Sugar River and Legler School
27 Branch, and soils with limitations for growth and development based largely on areas of
28 floodplain and steep slopes. In their land use planning for the area, the Parties have considered
29 these physiographic conditions/natural areas, and have ordinances and procedures to protect
30 them when development occurs in the vicinity.

31 **SECTION 7**
32 **BOUNDARY CHANGES MANDATED AND PERMITTED**
33 **DURING THE PLANNING PERIOD**

34 The future boundary changes allowed under this Plan have been negotiated with the
35 intent of promoting orderly development of, preservation of, and service to the Planning Area.
36 The Parties have considered encouraging the efficient timing and delivery of municipal services;
37 promoting infill, revitalization, and redevelopment within the existing Village limits; establishing
38 more regular municipal boundaries; and attempting to assure that municipal boundary changes
39 occur with the knowledge and cooperation of affected property owners. This consideration
40 includes, but is not limited to, the fact that the Village is in a better position to provide urban
41 services, including cost-effective sanitary sewer, water, and electrical services, to parts of the
42 Planning Area appropriate for urban development during the Planning Period.

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1 A. Automatic ~~Attachment~~Annexations from the Town to the Village.

2 ~~The Parties agree that “Town peninsulas” of land extending into the Village, resulting~~
3 ~~from the configuration of past annexations, are undesirable. Such peninsulas may lead to~~
4 ~~confusion and inefficiencies related to road maintenance, public utility extension, and~~
5 ~~resident/occupant understanding of which municipality in which they are located. As such,~~
6 Areas A and B, as depicted in **Exhibit 1** and legally described in **Exhibit 2**, shall be detached
7 from the Town and ~~attached~~annexed to the Village any time following the ~~effective~~ date of
8 Wisconsin Department of Administration approval of this Cooperative Plan, per the procedure in
9 Section 8. Areas A and B are entirely comprised of public road rights-of-way, and as they stand
10 are peninsulas of land in the Town that currently extend in the Village, which the Parties have
11 determined to be undesirable.

12 B. Potential ~~Attachment~~Annexations from the Town to the Village—New
13 Residential Developments to Which Village Utilities Are Provided.

- 14 1. The Parties agree that, within the Planning Area, new residential development above
15 agricultural transition zoning limitations shall, at time of initial development, be
16 served by Village sanitary sewer and water utilities and shall meet all public
17 improvement standards within Village ordinances. The installation of all such
18 utilities and the meeting of such public improvement standards shall be at the land
19 developer’s expense, unless another financing arrangement is mutually agreed by the
20 Parties.
- 21 2. ~~It is the intent of t~~The Parties intend to support the rezoning of lands within the
22 Planning Area for new residential development above agricultural transition zoning
23 limitations, provided the standards within this Cooperative Plan are met. Either Party
24 reserves the right to reject any new residential development above agricultural
25 transition zoning limitations if any of the following conditions pertinent to the
26 requested development or development area are present: (a) inconsistent with the
27 associated Party’s comprehensive plan, official map (see **Exhibit 4**), other
28 ordinances, or some combination; (b) not contiguous to the Village limits or another
29 ~~such prior new~~ residential development within the Planning Area previously
30 connected to Village sanitary sewer and water utilities; (c) provision or extension of
31 Village sanitary sewer and/or water utilities would not be cost-effective for the
32 Village as advised by a professional engineering analysis; (d) sufficient utility system
33 capacity does not exist and would not be provided by the development; (e) Village
34 public improvement and/or stormwater management ordinances and requirements are
35 not met; (f) a development agreement if required by ordinance has not been executed;
36 and/or (g) the developer has not demonstrated adequate financial commitment to
37 complete or guarantee improvements associated with the development.
- 38 3. The land area occupied by each new residential development provided with Village
39 sanitary sewer and water utilities shall be detached from the Town and
40 ~~attached~~annexed to the Village any time within 120 days from the date of expiration
41 of the Planning Period, provided that the area is contiguous to the Village at the time,
42 or is made contiguous thereto through ~~attachment~~annexation of another development

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1 area(s) if ~~—~~authorized under this Cooperative Plan. The procedure for
2 ~~attachment~~annexation shall be per Section 8.

3 4. Within one year of Department of Administration approval of this Cooperative Plan,
4 the Village and Town shall amend all appropriate ordinances to require the
5 developers of all new residential development above agricultural transition zoning
6 limitations ~~—to execute with the Village an attachment—annexation agreement that~~
7 ~~reflects the associated terms of this Cooperative Plan. The Village and Town shall~~
8 ~~thereafter require and execute annexation agreements with the developer of each new~~
9 ~~residential development above agricultural transition zoning limitations within the~~
10 ~~Planning Area. Failure to execute an agreement for any particular residential~~
11 ~~development shall not void the associated attachment provisions within this~~
12 ~~Cooperative Plan.~~The Village ~~may~~shall record each executed ~~attachment~~annexation
13 agreement against the affected property. ~~Failure to execute or record an agreement for~~
14 ~~any particular residential development shall not void the associated annexation~~
15 ~~provisions within this Cooperative Plan.~~

16 5. Any ~~attachment~~annexation under this Section 7B shall be accompanied by revenue
17 sharing from the Village to the Town in an amount equal to the real property taxes
18 (land and improvements) that the Town levied to the area occupied by such
19 residential development in the years 16 through 20 of the Planning Period. The
20 Village shall pay such revenues to the Town over the ten year period immediately
21 following the Planning Period, in ten equal payments, payable by June 30 of each
22 calendar year.

23 6. Definitions.

24 a. “New residential development above agricultural transition zoning
25 limitations” shall mean, as indicated by a submitted rezoning or land division
26 request to the entity(ies) with jurisdiction, a proposed development occurring
27 after the ~~effective~~ date of Wisconsin Department of Administration approval
28 of this Cooperative Plan and within the Planning Area, that which enables
29 establishment of the fifth or greater dwelling unit, other principal structure, or
30 some combination within the limits of ~~the a~~ parcel as such parcel was legally
31 described and recorded on October 13, 1997. Such new residential
32 development shall require rezoning from an agricultural zoning district
33 (usually the A-T Agricultural and Woodland Transition district) to a
34 residential zoning district. The extraterritorial zoning ordinance, included as
35 Exhibit 5, provides further information and illustration of this concept.

36 b. “Land area occupied by each such new residential development” shall mean
37 the legally described boundary of the associated subdivision plat or certified
38 survey map, unless the Parties agree that some other land area associated with
39 the new residential development shall instead be ~~attached~~annexed.

40 C. **Potential AttachmentAnnexations from the Town to the Village—Other New**
41 **Residential Developments in the Planning Area**

Comment [M3]: DOA staff have suggested, instead of requiring annexation agreements, the Cooperative Plan instead specify that a note be added in a prominent location on the associated plat or CSM indicating that the lots in the plat area are scheduled to be annexed to the Village in year 20 of the agreement. The plat would, of course, be a recorded document that would run with the properties, with this type of note running with it. I like this as a more streamlined and easier to approach to making sure that lot buyers are aware (or ought to be aware) of what they are buying into. It would also certainly simplify the cooperative plan and clarify it to DOA. I would like the committee's and attorney input before making this change.

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1 1. The Parties agree that, within the Planning Area, new residential developments at or
2 below agricultural transition zoning limitations ~~and allowed are allowed~~ under the A-
3 T Agricultural and Woodland Transition extraterritorial zoning district. Such new
4 developments - need not, at time of initial development, be annexed to the Village,
5 served by Village sanitary sewer and water utilities, ~~nor~~ meet all public improvement
6 standards within Village ordinances. However, if they proliferate close to the
7 Village, such new developments could impede planned, logical future urban
8 development in the Planning Area. Therefore, such new developments may be
9 subject to deferred annexation under this subsection.

10 2. The land area occupied by such new residential developments described in subsection
11 C1 and occurring within the Planning Area described in subsection 1, above, may be
12 detached from the Town and annexed to the Village any time within 120 days from
13 the date of expiration of the Planning Period, provided that the area is contiguous to
14 the Village at the time, or is made contiguous thereto through annexation of another
15 development area(s) if authorized under this Cooperative Plan. The procedure for
16 annexation shall be per Section 8.

17 ~~2. shall in the future be subject to attachment per the provisions of Section 7B3~~

18 ~~3. If such residential redevelopment at or below agricultural transition zoning limitations~~
19 ~~does not connect with Village sanitary sewer and/or water at the time of initial~~
20 ~~development, the developer of such lands shall be required to enter into a~~
21 ~~utility/attachment agreement with the Village that requires (i) connecting with such~~
22 ~~utilities within one year of the date that such utilities become adjacent to the property~~
23 ~~at the then land owner's expense and (ii) future attachment per Section 7B3.~~

24 4.3. Within one year of Department of Administration approval of this Cooperative Plan,
25 the Village and Town shall amend all appropriate ordinances to require the
26 developers of all new residential development at or below agricultural transition
27 zoning limitations to execute with the Village an utility/attachmentannexation
28 agreement that reflects the associated terms of this Cooperative Plan. Failure to
29 execute an agreement for any particular residential development shall not void the
30 associated utility and attachmentannexation provisions within this Cooperative Plan.
31 The Village may record each executed utility/attachmentannexation agreement
32 against the affected property.

33 4. Any attachmentannexation under this Section 7C shall be accompanied by revenue
34 sharing from the Village to the Town in an amount equal to the real property taxes
35 (land and improvements) that the Town levied to the area occupied by such
36 residential development in the years 16 through 20 of the Planning Period. The
37 Village shall pay such revenues to the Town over the ten year period immediately
38 following the Planning Period, in ten equal payments, payable by June 30 of each
39 calendar year.

40 5. Following their possible future annexation to the Village under subsection C2, new
41 residential developments at or below agricultural transition zoning limitations may be

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Comment [M4]: See comment M3 above.

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1 subject to connection to sanitary sewer and/or water services if required by Wisconsin
2 law or Village ordinance.

3 6. Definitions.

- 4 a. “New residential development at or below agricultural transition zoning
5 limitations” shall mean, as indicated by a submitted rezoning or land division
6 request to the entity(ies) with jurisdiction, a proposed development occurring
7 after the ~~effective~~ date of Wisconsin Department of Administration approval
8 of this Cooperative Plan and within the Planning Area, that which enables
9 establishment of the fourth or fewer dwelling unit, other principal structure, or
10 some combination within the limits of ~~the a~~ parcel as such parcel legally
11 described and recorded on October 13, 1997. ~~Such r~~Residential development
12 at this level generally does not require rezoning from the A-T Agricultural
13 and Woodland Transition zoning district to a residential zoning district, under
14 the Village-Town extraterritorial zoning ordinance (Exhibit 5). This term
15 does not include any residential development permitted and developed under
16 the A-P Agricultural and Woodland Preservation or AP-L Limited
17 Agricultural and Woodland Preservation zoning districts, under the Village-
18 Town extraterritorial zoning ordinance
- 19 b. “Land area occupied by each such new residential developments” shall mean
20 the legally described boundary of the associated subdivision plat or certified
21 survey map, unless the Parties agree that some other land area associated with
22 the residential development shall instead be attachedannexed.

23 D. **Potential ~~Attachment~~Annexations from the Town to the Village—New Non-**
24 **Residential Developments**

25 ~~7.1~~The Parties agree that new non-residential development in planned locations within
26 the New Glarus area ~~shall~~ benefit the entire community. Therefore, the Parties shall
27 work cooperatively on new non-residential development within the Planning Area, in
28 locations and forms guided by the Village and Town comprehensive plans, including
29 the ~~New Glarus~~ Peripheral and Extraterritorial Area Plan (attached as **Exhibit 3**) and
30 the Village/Town extraterritorial zoning ordinance (attached as **Exhibit 5**). This
31 includes the Highway 69 corridor for general commercial and industrial uses, along
32 with planned neighborhood development areas for more limited, neighborhood-
33 compatible commercial uses. The Parties further agree that new non-residential
34 development is generally best served by public sanitary sewer and water services as
35 opposed to private well and septic systems, and if provided with such services shall
36 be subject to annexation be attached to the Village. Still, ~~attachment or~~ annexation
37 shall not be required if owners of land in the Planning Area do not wish to develop
38 their land, ~~whether for non-residential development purposes or otherwise~~.

39 ~~7.2~~All new non-residential development within the Planning Area shall be consistent
40 with the Village Peripheral and Extraterritorial Area Plan as it existed on the effective
41 date of Wisconsin Department of Administration approval of this Cooperative Plan

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(i.e., the version attached as Exhibit 3), or with any amendment to that Peripheral and Extraterritorial Area Plan that is both recommended by the Joint Planning Committee and approved by the Village Board. If a proposed new non-residential development is inconsistent with the Village Peripheral and Extraterritorial Area Plan as it existed on the effective date of Wisconsin Department of Administration approval of this Cooperative Plan, the Joint Planning Committee shall consider and may recommend that the Village amend such Peripheral and Extraterritorial Area Plan to be consistent with such development. The Village Board shall, within 120 days of any such recommendation, take action on any recommended amendment.

8.3. Aside from land use/zoning approvals by ordinance and otherwise as specified under this Cooperative Plan, the Village Community Development Authority (CDA) shall coordinate non-residential development activities within the Planning Area. The Village Board shall adopt a charter ordinance to allow appointment of a Town resident to the CDA. The Village shall then appoint a Town resident of the Town Board's nomination to serve as a voting member of the CDA during the Planning Period. In the event the Town Board fails to nominate a Town resident to serve, the Village shall endeavor to appoint a Town resident of its choosing, but shall be under no legal requirement to do so.

9.4. The Parties may consider and, as provided by law, incorporate negotiated revenue sharing ~~or other~~ agreements associated with any new non-residential development approved within the Planning Area over the Planning Period. Each Party shall include any such negotiated shared revenue amounts within their respective annual budgets, and shall, if the payer, promptly pay to the other Party such amount by June 30 of each year. If no particular revenue sharing agreement is executed for a particular new non-residential development proposal, then the Village shall share revenue for any associated ~~attachment~~annexation per the standards in Section 66.0217(14)(a), Wisconsin Statutes.

~~5. The Parties agree that new non-residential development is best served by public sanitary sewer and water services as opposed to private well and septic systems. If the owners of land in the Planning Area do not wish to develop their land, attachment or annexation shall not be required. Therefore, the Parties agree that a~~ All new non-residential development ~~where the land associated with such new non-residential development is both~~ within the Planning Area AND contiguous to the Village, shall at the time of initial development be provided with Village sanitary sewer and water services. ~~at the time of initial development, and as a condition of development approval and provision of sanitary sewer and water services, shall be required to attach to the Village. If the owners of land in the Planning Area do not wish to develop their land, attachment or annexation shall not be required.~~ The Village may annex the land associated with such new non-residential development any time following the date of Village sanitary sewer or water extension, zoning permit issuance, or building permit issuance for its initial development. The procedure in Section 8 shall be followed for such annexation.

~~10.~~

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Comment [M5]: Nic was going to check with Larry on legality of this.

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1 6. New non-residential development, where the land associated with such new non-
2 residential development is within the Planning Area and on a parcel that is NOT
3 contiguous to the Village, may be provided with Village sanitary sewer and water
4 services at the discretion of the Village following a recommendation of the Joint
5 Planning Committee. The decision on whether to require connection to Village
6 sanitary sewer and water services in conjunction with development approval shall be
7 based on (a) the nature of the non-residential development, (b) the amount and type of
8 projected water use and wastewater emissions, (c) the effect not extending sanitary
9 sewer and water services may have on cost-effective extensions of such services to
10 the area in the future, and (d) consistency with the Village Peripheral and
11 Extraterritorial Area Plan per subsection 2, above. In the event that such a new non-
12 residential development is provided with Village sanitary sewer and water services,
13 but the land that contains such non-residential development is not contiguous to the
14 Village at the time, the Village may require an utility/attachmentannexation
15 agreement under the applicable provisions of Section 7C and attach-annex the land
16 associated with such new non-residential development (i) any time within 120 days
17 from the date of expiration of the Planning Period, or (ii) following the date that such
18 land becomes contiguous to the Village within the Planning Period, whichever comes
19 first. The procedure in Section 8 shall be followed for such attachmentannexation.

20 ~~11. All new non residential development within the Planning Area shall be consistent~~
21 ~~with the Village Peripheral and Extraterritorial Area Plan as it existed on the effective~~
22 ~~date of this Cooperative Plan (attached as Exhibit 3), or with any amendment to that~~
23 ~~Peripheral and Extraterritorial Area Plan that is both recommended by the Joint~~
24 ~~Planning Committee and approved by the Village Board. If a proposed new non-~~
25 ~~residential development is inconsistent with the the Village Peripheral and~~
26 ~~Extraterritorial Area Plan as it existed on the effective date of this Cooperative Plan,~~
27 ~~the Joint Planning Committee shall consider and may recommend that the Village~~
28 ~~amend such Peripheral and Extraterritorial Area Plan to be consistent with such~~
29 ~~development. The Village Board shall, within 120 days of any such recommendation,~~
30 ~~take action on any recommended amendment.~~

31 ~~12. The Village may attach the land associated with such new non residential~~
32 ~~development any time following the date of zoning permit or building permit issuancee~~
33 ~~for initial development, provided that the land associated with such new non-~~
34 ~~residential development is contiguous to the Village at the time. The procedure in~~
35 ~~Section 8 shall be followed for such attachment.~~

36 ~~13. In the event that a new non residential development is provided with sanitary~~
37 ~~sewer and water services, but the land that contains such non residential development is~~
38 ~~not contiguous to the Village at the time, the Village may require a utility/attachment~~
39 ~~agreement under the applicable provisions of Section 7C and attach the land associated~~
40 ~~with such new non residential development (i) any time within 120 days from the date of~~
41 ~~expiration of the Planning Period, or (ii) following the date that such land becomes~~
42 ~~contiguous to the Village within the Planning Period, whichever comes first. The~~
43 ~~procedure in Section 8 shall be followed for such attachment.~~

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1 | ~~14.7.~~ Definitions.

- 2 | a. “New non-residential development” includes any commercial service, retail,
3 | office, industrial, or institutional land use within the Planning Area that first
4 | commences construction and operations following the execution of this
5 | Cooperative Plan, and such other uses as may be subsequently determined to
6 | be “new non-residential development” by the Joint Planning Committee, but
7 | not including any home occupation as such term is defined in Village/Town
8 | extraterritorial zoning ordinance (**Exhibit 5**) or any agricultural-related non-
9 | residential use as defined below.
- 10 | b. “Agricultural-related non-residential use” includes any non-residential
11 | permitted and conditional use in the then-current New Glarus extraterritorial
12 | zoning ordinance’s A-P Agricultural Preservation district; those permitted
13 | uses in the then-current extraterritorial A-B zoning district; and those
14 | conditional uses in the extraterritorial A-B zoning district as may be
15 | determined to be agricultural-related by the Joint Planning Committee.
- 16 | c. “Land associated with such new non-residential development” includes the
17 | legally described and recorded lot or parcel that includes the non-residential
18 | development, and the nearest ½ of any contiguous public right-of-way that is
19 | adjacent to said lot or parcel, unless the Parties agree that some other land area
20 | associated with the new non-residential development shall instead be
21 | attached/annexed.

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22 | E. **Potential ~~Attachment~~Annexations from the Town to the Village—Existing**
23 | **Developments Connecting to Sanitary Sewer and/or Water Services**

24 | Upon request of the affected land owner, the Village may extend its sanitary sewer and/or water
25 | services to existing developed lands in the Planning Area and allow a private connection(s) to
26 | such service(s). If such connection(s) is made to an existing residence, then the procedures in
27 | Section 7C shall apply. If the connection(s) is made to any other type of land use, then the
28 | procedures in Section 7D shall apply.

29 | F. **Limitation on ~~Annexations Attachments~~ of Other Areas.**

30 | Other than the attachment/annexation to the Village as specified in this section, the
31 | Village shall not attach nor annex in any manner any additional lands from the Town during the
32 | Planning Period without the consent of the Town and the affected land owner. Subject to the
33 | attachment/annexation authorized herein, the boundary of the Village shall remain as currently
34 | shown on **Exhibit 1**.

Comment [M6]: This is a suggestion of the Town
Attorney. Note that adding it would mandate
property owner consent for any non-described
annexation, which could limit the Town and Village
from dealing with illogical situations which we
cannot foresee today. If, in the future, the Town
independently wants to require property owner
consent before offering its support for an unspecified
future annexation, it can do so, but I do not suggest
making it a requirement of the Cooperative Plan.

35 | **SECTION 8**
36 | **PROCEDURE FOR ~~ATTACHMENT~~ANNEXATIONS**

37 | A. **Notice to the Town.** At any time after the occurrence of any event or condition
38 | specified for permitting attachment/annexation of land to the Village under this Cooperative Plan,
39 | the Village shall give the Town a minimum of ten days written notice that the event triggering

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1 | ~~attachmentannexation~~ has occurred and that the Village is preparing to adopt an ordinance
2 | attaching the specified property. Failure to provide such notice shall not invalidate the associated
3 | ~~attachmentannexation~~, if otherwise consistent with this Cooperative Plan, and the duty to provide
4 | the notice shall be a continuing one.

5 | B. **Procedure for ~~Annexation~~Attachment.** After the notice period provided in Section
6 | 8A, without review and recommendation by the Village Plan Commission or any other sub-unit
7 | of the Village and without further review and approval of the Town, the Village may adopt an
8 | ordinance ~~attaching-annexing~~ the territory and designating a temporary zoning classification for
9 | each parcel of land until the zoning ordinance is amended as prescribed in Section 62.23(7)(d),
10 | Wisconsin Statutes. The ~~Village shall adopt and file the annexation ordinance per Section~~
11 | ~~66.0217(8) and (9), Wisconsin Statutes. Village Clerk shall record the attachment ordinance~~
12 | ~~with the Green County Register of Deeds and file a certified copy of the attachment ordinance~~
13 | ~~along with a certificate and plat with the Secretary of State and shall send a copy of such~~
14 | ~~documents to each company that provides any utility service in the area that is attached.~~ The
15 | Village Clerk shall also file a signed copy of the ~~attachmentannexation~~ ordinance with the Town
16 | Clerk, ~~any affected school district~~, the Village Police Chief, and the Green County Sheriff. The
17 | ~~attachment-annexation~~ ordinance that is filed, recorded, ~~or and~~ sent shall ~~include a statement of~~
18 | ~~its purpose, a legal description of~~ ~~be the attached-annexed~~ territory, ~~a scale map of the territory~~
19 | ~~matching the legal description~~, the ward to which the ~~attachment-annexation~~ area is connected,
20 | and the ~~associated~~ population ~~within the annexed territory~~if any. Failure to file, record, or send
21 | any required document shall not invalidate the ~~attachment-annexation~~ and the duty to file,
22 | record, or send shall be a continuing one.

23 | C. **Effective Date of ~~Annexation~~Attachments.** ~~Attachment-Annexation~~ to the Village
24 | shall be effective on the day after the date of publication of the ~~attachment-annexation~~ ordinance,
25 | or a notice of enactment of the ordinance as otherwise permitted by law for publication of
26 | ordinances, unless another date is specified in the ordinance.

27 | **SECTION 9**
28 | **SANITARY SEWER, WATER, AND ELECTRICAL SERVICEPUBLIC UTILITIES**
29 | **AND TRANSPORTATION INFRASTRUCTURE**

- 30 | A. **Sanitary Sewer and Wastewater Treatment.**
- 31 | 1. Lands within the Town are primarily served by private on-site waste treatment
32 | systems. The Town is not served by a sanitary or utility district, and does not have or
33 | intend to have its own sanitary sewer system during the Planning Period, but this
34 | Cooperative Plan is not intended to restrict Town creation of any such district.
- 35 | 2. The Village operates the only sanitary sewer system in the area. The Village owns
36 | and operates a wastewater treatment plant, located in the southeastern part of the
37 | Village on Highway 69. Treated water is discharged into the Little Sugar River. The
38 | Village's sanitary sewer system is comprised of gravity flow sewer lines and force
39 | mains.

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- 1 3. As development occurs within the Village and in the Planning Area, the Village
2 anticipates that capacity expansions and other upgrades to the wastewater treatment
3 plant and sanitary sewer interceptors may be required. Further, additional lift stations
4 and force mains may be required to serve some locations provided with sanitary
5 sewer service under the terms of this Cooperative Plan. The exact timing and type of
6 improvements to the Village's sanitary sewer system shall be driven by several
7 factors, including the age, condition, and performance of the current system and the
8 timing, type, location of future development served by that system; and the costs and
9 funding available. The Village maintains a 5-year capital improvement program,
10 within which it shall list capital projects related to sanitary sewer service and
11 wastewater treatment as the need arises. The 2012-2017 capital improvement
12 program does not include any major sanitary sewer and wastewater treatment projects
13 that will affect the Planning Area or planned development within it.
- 14 4. For sanitary sewer service provided to land within the Planning Area, while the land
15 remains within the Town, the Village shall charge the associated property owner a
16 25% surcharge over rates it charges within the Village limits.

17 **B. Sewer Service Area.** Neither the Village nor the Planning Area is within any
18 Wisconsin Department of Natural Resources' designated sewer/urban service area. Such areas
19 are typically designated around urban areas above a certain population (generally 10,000+) or
20 within urbanized or urbanizing counties. In the event that the Department of Natural Resources
21 or a designated agent designates a sewer service area or equivalent within the New Glarus area,
22 the Parties agree to support a sewer service area that is consistent with this Cooperative Plan and
23 the comprehensive plans of the two Parties.

24 **C. Local Water Utilities.**

- 25 1. Properties within the Town are served by private well systems. The Town does not
26 have or intend to have its own public water system during the Planning Period, but
27 this Cooperative Plan is not intended to restrict Town creation of any such system.
- 28 2. The Village through the Village of New Glarus Utilities and public works
29 department operates, maintains, and extends public water service to properties within
30 the Village limits. The system is comprised of three municipal wells, plus a
31 distribution system of water mains.
- 32 3. As additional residential and non-residential development occurs in the Planning
33 Area, additional water system pressure zones may be required to provide public
34 water service, particularly as development occurs on the slopes around the Village.
35 These may require the construction of elevated water tanks, water booster stations,
36 and water pressure reducing stations. Because such pressure zones may be combined
37 among basins, they shall be planned for comprehensively. The Village's maintains a
38 5-year capital improvement program (2012-2017) does not include any major water
39 system projects that will affect the Planning Area or planned development within it.
40 The Village will maintain that capital improvement program and add water system

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1 and other utility improvements to it as necessary to serve the Planning Area and
2 planned development within it.

- 3 4. For water service provided to land within the Planning Area, while the land remains
4 within the Town, the Village shall charge the associated property owner a 25%
5 surcharge over rates it charges within the Village limits.

6 **D. Local Electrical Utilities**

- 7 1. Within the Village and portions of the Planning Area, the Village of New Glarus
8 Utilities supplies electrical service. The Light & Water Works purchases electricity
9 from WPPI at wholesale rates, and then sells that power to local residents and
10 businesses. Outside of the Village of New Glarus Utilities service area, Alliant
11 Energy provides electrical services.
- 12 2. For electrical service provided to land within the Planning Area, while the land
13 remains within the Town, the Village shall not charge the associated property owner
14 any surcharge over rates it charges within the Village limits.

15 **E. Village Utility Extensions into Town.**

- 16 1. Within one year of the ~~effective~~ date of Wisconsin Department of Administration
17 approval of this Cooperative Plan, the Village agrees to amend all adopted policies
18 and ordinances that restrict extension of Village utilities outside of its municipal
19 limits in order to allow for extensions as provided under this Cooperative Plan.
- 20 2. In connection with the extension of Village utility services into or through the
21 Planning Area, the Town consents to the location of utility facilities of the Village
22 being located under its streets, within its utility easements, or on its publicly-owned
23 lands. Such installation and location shall be done in accordance with generally
24 accepted engineering standards and applicable municipal ordinances (including any
25 permitting requirement but excluding any bonding requirement). The specific
26 location of facilities on public lands other than street rights-of-way shall be subject
27 to subsequent agreement between the Parties. In the event such a utility extension is
28 designed to cross private land in the Town, the Town shall not take any action to
29 obstruct or prevent such work, provided that the Village has obtained easements or
30 other rights from affected property owners to access or use such private land.
- 31 3. ~~No further authorization shall be required for the Village or its contractor to enter~~
32 ~~upon public rights of way or utility or access easements within the boundaries of the~~
33 ~~Town to construct or maintain sewer or water lines, but p~~Prior to constructing,
34 maintaining, or repairing Village sanitary sewer or water lines commencing utility
35 work in public rights-of-way or public easements in the Town, the Village or its
36 contractor shall either acquire a Town Road Opening Permit where required by
37 Town ordinance, or otherwise provide written notice to the Town, in writing, at least
38 30 days in advance of the commencement of the utility work, except that in unless
39 an emergency situation exists requiring prompt repair. In an emergency, notice shall

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1 be given as soon as practicable. The Village shall comply with all applicable safety
2 regulations, permits, and agreements when working within the Town on utilities.

3 4. Except as otherwise agreed by the Town, the Village shall be required to maintain
4 access to the Town's facilities, restore rights-of-way and improvements therein to
5 Town standards following construction and maintenance activities, and provide
6 reasonably requested financial protection for the Town in case of developer or
7 contractor default or non-performance.

8 5. Both Parties agree to coordinate with WE Energies for the extension of natural gas
9 service to new development within the Planning Area.

10 **F. Legler Valley Road/14th Avenue.**

11 1. This subsection F addresses that section of Legler Valley Road that is within the
12 Village as of the date of Wisconsin Department of Administration approval of this
13 Cooperative Plan and that segment of 14th Avenue that is within the Town as of that
14 same date. These segments are represented on Exhibit 4. The provisions of this
15 subsection F are effective during the Planning Period.

16 2. For the segments of Legler Valley Road and 14th Avenue described in subsection F1
17 above, the Village will plow snow and the Town will mow adjacent ditchways, each
18 at its own expense.

19 3. Within two years of the date of Wisconsin Department of Administration approval of
20 this Cooperative Plan, the Village and Town agree that the surfaces of those
21 segments of Legler Valley Road and 14th Avenue that are described in subsection
22 F1 shall be resurfaced by a pulverizing and overlay procedure. The cost of such
23 resurfacing project shall be divided between the Town and Village based upon the
24 square footage of the two segments that is within each jurisdiction as of the date of
25 Wisconsin Department of Administration approval of this Cooperative Plan. The
26 Village shall be the principal in managing the project (including arranging bidding or
27 legitimate contractor estimates), and the Town shall pay its proportional costs upon
28 receipt of contractor invoices.

29 4. Following its resurfacing, the aforementioned segments of Legler Valley Road and
30 14th Avenue shall be maintained in such a manner to retain a PASER rating of 6 or
31 higher, with the cost of all such maintenance borne by the Town and Village per the
32 formula in subsection F3, unless otherwise determined by the Joint Planning
33 Committee.

34 **G. Maintenance and Access Control Standards for Town Roads.**

35 1. The provisions of this subsection G apply to those segments of the following Town
36 Roads that are within the Planning Area: Durst Road, Klitzke Road, Legler Valley
37 Road, Valley View Road, and Kubly Road.

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1 2. All or parts of the Town road segments listed in subsection G1 may transfer
2 jurisdiction between the Parties during the Planning Period, as a result of
3 annexations enabled under Section 7. The Town agrees to maintain these Town road
4 segments (1) according to guidelines included in the Wisconsin Pavement
5 Surface Evaluation and Rating (PASER) Manual and (2) to a PASER rating at the
6 time of transfer that is equal to or greater than its PASER rating as of Spring 2012.
7 As of Spring 2012, the Parties agree that the affected Town road segments had the
8 following PASER ratings: Durst Road—[INSERT CURRENT RATING]; Klitzke
9 Road—[INSERT RATING], Legler Valley Road—[INSERT RATING]; Valley
10 View Road—[INSERT RATING], Kubly Road—[INSERT RATING]. Such roads
11 shall be subject to appropriate maintenance activities performed by Town prior to
12 annexation as may be necessary to bring them to the specified PASER rating. In lieu
13 of performing such maintenance activities, the Parties may agree to a payment
14 between them at the time of transfer based on the estimated cost for Village to
15 improve it from its actual condition to a minimum PASER rating equal to that
16 specified above for that road. The Village shall complete such maintenance within
17 one year of transfer, unless the Town agrees otherwise. In the event of conflict on
18 PASER ratings or estimated costs, the Parties agree to seek and abide by the opinion
19 of qualified Wisconsin Department of Transportation staff, or a qualified and
20 independent third party agreed by both Parties.

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21 3. Both Parties agree that the Party with jurisdiction over the road segments listed in
22 subsection G1 will not prohibit access into adjacent property in the other Party's
23 municipal limits from such streets, provided that the requested access is consistent
24 with the access control standards included in the Town driveway ordinance and the
25 Village zoning ordinance.

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26
27 **SECTION 10**
28 **LOCAL ORDINANCES AFFECTING AREAS SUBJECT TO THE PLAN**

29 The territory ~~attached~~annexed to the Village from time to time under this Cooperative
30 Plan shall become Village territory subject to all the Village zoning and general ordinances
31 immediately on the effective date of the ~~attachment~~annexation ordinance.

32 **SECTION 11**
33 **EXTRATERRITORIAL ZONING AND LAND DIVISION REGULATIONS**

34 A. **Exercise of Extraterritorial Powers.** This Plan does not limit the exercise of any
35 extraterritorial jurisdictional powers under Wisconsin Statutes outside of the Planning Area.

36 B. **Extraterritorial Zoning.** The Town and the Village have enacted extraterritorial
37 zoning, effective since its initial adoption on November 15, 2006. The geographic extent of the
38 extraterritorial zoning area is shown on the map within on **Exhibit 5**, and is generally more
39 limited in extent than the full 1 ½ miles enabled by Wisconsin Statutes.

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1 The Village/Town extraterritorial zoning ordinance implements and is consistent with
2 adopted local comprehensive plans, particularly the Village’s Peripheral and Extraterritorial Area
3 Plan. Lands identified for future urban development in the Peripheral and Extraterritorial Area
4 Plan are zoned in the Agricultural and Woodland Transition District (A-T). Per Section 305-
5 112(A) of the extraterritorial zoning ordinance, “the purpose of the A-T zoning district is to
6 preserve lands primarily in agricultural, forestry, and open space land uses, for an unspecified
7 time period...in areas where future urban development is anticipated in municipal
8 comprehensive plans. It is intended that intensive development be deferred in such areas until it
9 is economically and financially feasible to provide public services and facilities for uses other
10 than those permitted in the A-T zoning district, such as public sewer and water services.”
11 Section 305-112(D)1 prescribes that, while lands are zoned A-T, “there shall be a total of not
12 more than four dwelling units, other principal structures, or some combination within the limits
13 of the parcel as legally described and recorded on October 13, 1997.” Development of the fifth
14 or greater dwelling unit requires the developer to seek and obtain approval of rezoning to another
15 development-based zoning district available with the Village’s zoning ordinance and applicable
16 to the extraterritorial zoning area area. –and connection of such additional dwelling units to
17 sanitary sewer and water services.

18 C. **Land Division Review.** To assist with implementation of their comprehensive plans,
19 the Town and Village have adopted their own land division/subdivision ordinances. The land
20 division/subdivision ordinances of the Town and the Village have similar objectives, but
21 differences in their detailed requirements. Map 1 within **Exhibit 3** outlines the “1.5 mile
22 extraterritorial land division review jurisdiction” of the Village as of the ~~effective~~ date of
23 ~~this~~ Wisconsin Department of Administration approval of this Cooperative Plan. Both Parties
24 acknowledge that where jurisdictions overlap there may be differences in the individual
25 ordinances or the application of the ordinances. Finally, the Parties agree that mutual cooperation
26 may be warranted in order to satisfy consistency requirements of Section 66.1001, Wisconsin
27 Statutes.

28

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1 this Cooperative Plan shall first refer the proposed Plan amendment or update to the Joint
2 Planning Committee for review and recommendation. The Committee shall have 60 days from
3 the date of referral to provide any recommendation to the appropriate Party's governing body.
4 Wisconsin Statutes.

5 **G. Criteria for Future Comprehensive Plan Amendments.** The Town and the Village
6 agree to utilize the following intergovernmental criteria when considering future amendments
7 and updates to their respective comprehensive plans:

- 8 1. The proposed amendment or update shall be consistent with this Cooperative Plan,
9 and with other intergovernmental agreements between the two Parties, as either may
10 be amended from time to time.
- 11 2. The proposed amendment or update shall not have undue negative impacts on the
12 ability of the other Party to implement its comprehensive plan.

13 **H. Resolution of Comprehensive Plan Conflicts.** In the event inconsistencies arise in
14 the content or application of comprehensive plans, the Parties shall work towards a mutual
15 solution. Still, over time, legitimate differences between the Parties may arise and in the event of
16 differences, it is intended by the Parties that they shall make use of their own comprehensive
17 plans for decisions on development, as such plans may be from time to time amended.

18 **I. Possible Collaboration on Future Updates to Comprehensive Plans.** Under
19 Section 66.1001, Wisconsin Statutes, local comprehensive plans must be updated at least once
20 every 10 years. By that schedule, both the Village and Town are required to update their
21 respective comprehensive plans by December 2015. Through the Joint Planning Committee, the
22 Parties shall coordinate their comprehensive plan updates, and shall consider adopting a single
23 joint Village-Town comprehensive plan, referencing models in place in the Sauk Prairie area and
24 other Wisconsin communities.

25 **SECTION 13**
26 **ONGOING COLLABORATION ON PLANNING MATTERS**

27 **A. Establishment of Joint Planning Committee.** The Town and the Village do hereby
28 create a Joint Planning Committee (JPC) to serve the purposes set forth in this Cooperative Plan,
29 with the specifications and responsibilities as follows:

- 30 1. **Membership.** The JPC shall consist of six members, three of whom are appointed by
31 the Town Chairperson subject to confirmation by the Town Board and three of
32 whom are appointed by the Village President subject to confirmation by the Village
33 Board. The Town Chairperson and Village President shall each appoint two
34 members from each respective governing board and one citizen member. All
35 appointments shall occur immediately following Department of Administration
36 approval of this Cooperative Plan.
- 37 2. **Appointment Terms.** Initial appointments for each Party's delegation shall be for a
38 term of one year for one member, two years for the second member, and three years
39 for the third member. Following initial appointments, regular appointments shall be

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1 made in May of each year, as needed. Following initial appointments, all members
2 of the JPC shall serve for terms of three years.

3 3. Vacancy. A vacancy shall be created if a JPC member's residency terminates during
4 the term of appointment or if the position is otherwise not occupied due to
5 resignation, failure to continue in elected office if a member of the governing board
6 or removal for cause by the governing board of the respective municipality.
7 Vacancies shall be promptly filled for the unexpired term in the same manner as the
8 original appointment and successors shall serve the remaining term.

9 4. Officers. There shall be a chairperson and vice chairperson of the JPC. The
10 chairperson for the JPC shall alternate from the Town to the Village on an annual
11 basis. In the first year, or portion thereof, the chairperson shall be elected from the
12 Village of New Glarus representatives. The vice chairperson shall be from the
13 community that is not serving as the chairperson. The chairperson and vice
14 chairperson shall be elected by the JPC annually in June or at the first scheduled
15 meeting thereafter.

16 5. Meetings. The chairperson shall conduct JPC Meetings. In the chairperson's
17 absence, the vice chairperson shall conduct the meetings. Meetings of the JPC may
18 be called by the chairperson of the JPC, the Town Chairperson, or the Village
19 President. The JPC shall meet at least annually. The meeting location shall be the
20 chair's municipal building. Members shall receive per diems as determined by the
21 municipality that the member represents. The JPC's actions shall be made as
22 determined by ~~simple majority~~four votes. If ~~there is no majority~~four votes affirming
23 ~~the same recommendation~~ on a particular issue ~~cannot be obtained~~, any report back
24 to the Town and Village Boards shall state that the JPC is divided and unable to
25 make a recommendation. The notices and conduct of the meetings shall be in
26 accordance with the Wisconsin Statutes governing open meetings and open records.

27 6. Cost Sharing. Any outside consultant costs or fees (including but not limited to joint
28 engineering, planning, or legal) to be incurred by the JPC must be pre-approved by
29 the Town Board and Village Board. Such pre-approved costs shall be shared
30 proportionally based on the equalized value of the Town and Village, or as otherwise
31 mutually agreed by the Town Board and Village Board. With the exception of such
32 pre-approved costs, all costs shall be borne by the Town and Village as incurred by
33 the Town and Village.

34 7. Duties of Joint Planning Committee. As set forth below, the JPC's responsibilities
35 shall include: review and comment on certain aspects of both Parties' comprehensive
36 plans and amendments thereto; collaboration on comprehensive plan updates;
37 consideration of a potential joint comprehensive plan; cooperative planning on
38 matters such as storm water management, recreation facilities, emergency services,
39 cell towers, telecommunications facilities and fiber optics, and schools; cooperative
40 efforts on joint municipal services; periodic review of this Cooperative Plan; and
41 such other matters as are designated under this Cooperative Plan or assigned from
42 time to time by both the Town Board and Village Board.

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1 B. **Joint Village-Town Board Meetings.** The Village and Town Boards shall meet
2 annually to review issues of mutual concern arising under their comprehensive plans and this
3 Cooperative Plan, as well as regional concerns. The Village shall host meetings in even
4 numbered years and the Town shall host meetings in odd numbered years.

5 C. **Town Resident on Library Board.** The Village shall appoint a Town resident of the
6 Town Board's nomination to serve as a member of the Library Board during the Planning Period.
7 In the event the Town Board fails to nominate a Town resident to serve, the Village shall
8 endeavor to appoint a Town resident of its choosing, but shall be under no legal requirement to
9 do so.

10 **SECTION 14**
11 **REVENUE SHARING RELATED TO LIBRARY AND OTHER CAPITAL PROJECTS**
12

13 A. **Town Payments to Village.** Revenue sharing from the Town to the Village in
14 association with construction and operations of a new Village of New Glarus Public Library
15 ("library") shall start in the first calendar year following Department of Administration approval
16 of this Cooperative Plan, per the requirements of this section. The Town shall pay the required
17 annual revenue sharing amounts in this section by June 30 of each associated calendar year. In
18 the event the library ceases operation, this section shall be null and void.

19 B. **Base Revenue Sharing Payments.** The Town shall provide to the Village a \$10,000
20 per year ~~base~~ revenue sharing payment commencing in the first calendar year following
21 Department of Administration approval of this Cooperative Plan and continuing until a new
22 library is occupied or the tenth calendar year following Department of Administration approval
23 ends, whichever comes first.

24 C. **~~Additional Total Annual Contributions by Formula.~~** ~~In addition to the annual~~
25 ~~contribution described in subsection B,~~ the Town shall make an ~~additional~~ annual contribution
26 in an amount each calendar year following Department of Administration approval of this
27 Cooperative Plan per the following formula: "% Cir" x ("TC" - "DS") - "Tax". Abbreviations
28 for terms within the formula are as follows:

- 29 1. % Cir = Percentage of total library circulation attributed to Town residents for the
30 prior calendar year, as calculated by the New Glarus Library Director.
- 31 2. TC = Actual total operating cost of the library for the prior calendar year.
- 32 3. DS = Actual total cost of library debt service for the prior calendar year.
- 33 4. Tax = Taxes paid by Green County to the library that are associated with the Town's
34 portion of operating costs for the prior calendar year, as calculated by the New
35 Glarus Library Director using information from the South Central Library System.

36 Prior to the construction of a new library, the Town shall place such ~~additional~~ annual
37 contributions in escrow, ~~less the Revenue Sharing Payments described in subsection 14B above,~~
38 to be held in escrow for a maximum of ten years from the date of Department of Administration
39 approval of the Cooperative Plan or until occupancy of a new library occurs, whichever comes

1 first. In the event occupancy of a new library comes first, the Town shall pay the total escrowed
2 amount to the Village within 30 days of library occupancy. In the event that the ten year time
3 period passes without occupancy of a new library, the escrowed amounts shall revert to the
4 Town's general fund and subsequent escrow contributions shall cease. In all calendar years
5 following occupancy of a new library during the Planning Period, the Town shall pay to the
6 Village the ~~additional~~ annual contributions by formula in this paragraph C.

7 **D. Library Impact Fees.** The Town shall maintain an impact fee fund and ordinance
8 requirement for library capital costs over the Planning Period, in an amount equal to or greater
9 than ~~\$1,181 per dwelling unit~~~~(INSERT CURRENT FEE AMOUNT)~~, unless otherwise ~~agreed~~
10 ~~by~~~~calculated through an updated impact fee needs assessment and approved by the Town and the~~
11 Village. Within 30 days of ~~library~~ occupancy of a new library, the Town shall pay to the Library
12 Capital Fund the total amount the Town has collected in impact fees related to library capital
13 costs to date, except for any amounts that under Wisconsin Statutes were previously refunded.
14 By June 30 of each calendar year subsequent to new library occupancy, the Town shall pay to the
15 Library Capital Fund any additional amounts the Town had collected in impact fees related to
16 library capital costs in the prior calendar year, ~~in addition to the amounts calculated in~~
17 ~~subsections B and C above.~~ None of the payments specified in subsections B and C shall be
18 from impact fee sources.

19 **E. Other Town Impact Fees.** The Town is also collecting impact fees related to a
20 possible joint ~~public works community pool or garage projects between the Town and Village~~
21 ~~and pool house renovation.~~ The Town shall maintain an impact fee fund and ordinance
22 requirement for such capital costs over the Planning Period, in amounts equal to or greater than
23 ~~(INSERT CURRENT FEE AMOUNTS)~~\$643 per dwelling unit for the garage and \$297 per
24 dwelling unit for the pool house, unless otherwise calculated through an updated impact fee
25 needs assessment approved by the Town and the Village~~agreed by the Village.~~ In the event that
26 such a new or expanded facility is constructed by the Village, within 30 days of occupancy of
27 such new or expanded facility, the Town shall pay the associated project capital fund the total
28 amount the Town has collected in impact fees related to capital costs for the associated facility to
29 date, except for any amounts that under Wisconsin Statutes were previously refunded. By June
30 30 of each calendar year subsequent to occupancy or the new or expanded facility, the Town
31 shall pay to the associated project capital fund any additional amounts the Town had collected in
32 impact fees related to capital costs for the associated facility in the prior calendar year.

33 **F. Village Commitment.** The Village agrees to maintain through the Planning Period
34 an amount for library support in excess of \$150,703 per year, unless otherwise approved by the
35 Town. When the Town transfers impact fee dollars to the Village for certain capital projects, the
36 Village shall direct such funds to capital expenses for the associated project only, within
37 timeframes specified by Wisconsin Statutes.

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1 D. The development of lands in the Village and Town shall be in compliance with state
2 and federal environmental law and regulations. Sanitary sewer shall be subject to Department of
3 Natural Resources regulations and approvals and expansion of water service shall be subject to
4 the State of Wisconsin Public Service Commission approvals, where applicable.

5 E. Based upon plans developed at the regional, county and local levels of government
6 for the surrounding communities, the impact of the boundary changes and development affected
7 by this Plan shall be compatible with, and have no negative impacts on surrounding
8 communities.

9
10 **SECTION 18**
11 **AUTHORIZING RESOLUTIONS,**
12 **COOPERATIVE PLAN ADOPTION RESOLUTIONS, AND**
13 **RECORD OF PUBLIC PARTICIPATION**

14 A. **Initial Authorizing Resolutions.** Section 66.0307(4)(a), Wisconsin Statutes, requires
15 that initial authorizing resolutions for the preparation of a Cooperative Plan shall be approved by
16 each participating municipality (that is, the Village and the Town) before Cooperative Plan
17 preparation may commence. Authorizing resolutions shall be dated and signed by the chief
18 elected official and attested by the municipal clerk of each municipality participating in the
19 Cooperative Plan. Copies of the Village and the Town initial authorizing resolutions are found in
20 **Exhibit 6.**

21 B. **Resolutions Indicating Adoption and Authorizing Transmittal of the**
22 **Cooperative Plan to the State.** Copies of resolutions indicating adoption and authorizing
23 transmittal of the Cooperative Plan to the Wisconsin Department of Administration for review,
24 dated and signed by the chief elected official and attested by the clerk from each participating
25 municipality—the Village and the Town—are found in **Exhibit 7.**

26 C. **Record of Public Participation and Comment.** The public comment and hearing
27 requirements in Sections 66.0307(4)(b) and (c), Wisconsin Statutes, were met. The public
28 hearing comments are found in **Exhibit 8.**

29 **SECTION 19**
30 **NO THIRD PARTY BENEFICIARY**

31 This Cooperative Plan is intended to be solely between the Village and the Town.
32 Nothing in this Cooperative Plan shall be interpreted as giving to any person or entity not party
33 to this Cooperative Plan any legal or equitable rights whatsoever.

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1 D. **Enforceability.** The Parties have entered into this Cooperative Plan under the
2 authority granted by Sections 66.0307 and 62.23(7a), Wisconsin Statutes. Its enforceability shall
3 not be affected by changes in the forms of Town or Village government, or changes in elected
4 officials. The Parties agree that this Agreement shall be construed so as to be binding on their
5 respective successors, agents and employees.

6 E. **Waivers.** The failure of either Party to require strict performance with any provision
7 of this Cooperative Plan shall not constitute a waiver of the provision or of any of the Parties'
8 rights under this Cooperative Plan. A right or obligation under this Cooperative Plan may only
9 be waived, released, or modified in writing by the Party waiving, releasing, or modifying the
10 right or obligation. If a right or obligation of a Party is being waived, released, or modified,
11 such action shall not constitute a waiver, release, or modification of any other right or obligation
12 of either Party. Each waiver, release, or modification shall affect only the specific right or
13 obligation being waived, released, or modified, and shall not affect the remaining rights or
14 obligations in this Cooperative Plan.

15 **SECTION 22**
16 **NO CHALLENGES TO THIS COOPERATIVE PLAN**

17 The Village and the Town hereby waive any right each may have to commence or
18 maintain any civil action or other proceeding to contest, invalidate or challenge this Cooperative
19 Plan or any of the actions required by this Cooperative Plan, or to take any actions, either
20 directly or indirectly, to oppose in any other way, or to initiate, promote or support the
21 opposition of this Cooperative Plan or any of the actions required, or rights granted by this
22 Cooperative Plan.

23 **SECTION 23**
24 **AMENDMENT**

25 The procedure for amendment of this Cooperative Plan is found in Section 66.0307(8),
26 Wisconsin Statutes. However, this Plan contemplates the possibility of additional
27 intergovernmental agreements adjusting obligations for services as between the various Parties,
28 additional revenue sharing agreements, and agreements to make adjustments to the boundaries
29 proposed in this Plan due to unforeseen problems or mutual benefits that might become apparent
30 during the process of implementation. Those modifications are considered to be consistent with,
31 and part of, this Plan and do not require a formal amendment to this Plan.

32 **SECTION 24**
33 **GOOD FAITH AND FAIR DEALING**

34 This Cooperative Plan requires the Parties to act or to refrain from acting on a number of
35 matters. The Parties hereby acknowledge that this Cooperative Plan imposes on them a duty of
36 good faith and fair dealing in implementing this Cooperative Plan.

37 **SECTION 25**
38 **SEVERABILITY**

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1 Each provision of this Cooperative Plan, and the individual parts of each such provision,
2 shall be severable. In the event that any provision of this Cooperative Plan, or any part thereof, is
3 held by a court of competent jurisdiction to be invalid or ineffective, the balance of this
4 Cooperative Plan shall survive. In such event, the Parties shall promptly meet to discuss how
5 they might satisfy the intent of this Cooperative Plan by alternative means.

6 **SECTION 26**
7 **INVALID OR INEFFECTIVE ORDINANCE**

8 | In the event that any ordinance, including but not limited to ~~attachment~~annexation and
9 zoning ordinances, which the Parties are required or entitled to enact and/or enforce by this
10 Cooperative Plan is adjudged by any court of competent jurisdiction to be invalid or ineffective,
11 in whole or in part, the Parties shall promptly meet to discuss how they might satisfy the intent of
12 this Cooperative Plan by alternative means, including, without limitation, enacting another
13 ordinance designed to satisfy the court's objections. Nothing in this section shall be construed to
14 prohibit a Party from unilaterally enacting a new ordinance or taking similar action consistent
15 with this Cooperative Plan where not prohibited by law to remedy the cause of invalidity of the
16 prior action. The Parties shall use reasonable efforts to find, design and implement a means of
17 successfully accomplishing the intent of this Cooperative Plan.

18 **SECTION 27**
19 **IMPLEMENTATION**

20 The Town and the Village shall each take such action, as may be necessary or desirable
21 to implement and effectuate the provisions of this Cooperative Plan.

22 **SECTION 28**
23 **REFERENCES**

24 Any references in this Cooperative Plan to any particular agency, organization or official
25 shall be interpreted as applying to any successor agency, organization or official or to any other
26 agency, organization or official to which contemplated functions are transferred by statute or
27 ordinance. Any references in this Cooperative Plan to any particular statute or ordinance shall be
28 interpreted as applying to such statute or ordinance as recreated, renumbered or amended from
29 time to time.

30 **SECTION 29**
31 **SECTION AND PARAGRAPH TITLES**

32 Section and paragraph titles in this Cooperative Plan are provided for convenience only
33 and shall not be used in interpreting this Cooperative Plan.

34 **SECTION 30**
35 **INTERPRETATION**

36 This Cooperative Plan shall be interpreted as though jointly drafted by the Parties.

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**SECTION 31
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 section(s), 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 Town of New Glarus Clerk, 1101 Highway 69, New Glarus, Wisconsin, 53574. Each notice to the Village shall be addressed to Village of New Glarus Clerk, 319 Second Street, PO Box 399, New Glarus, Wisconsin, 53574. The Village Administrator and the Town Chair shall cooperate with each other to assure the fastest and most effective communications between the Parties. In addition, each Party may change its address, for purposes of receipt of notices under 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.

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1 **VILLAGE OF NEW GLARUS/TOWN OF NEW GLARUS**
2 **COOPERATIVE PLAN**
3 **List of Exhibits**

- 4 Exhibit 1: Territory Subject to Cooperative Plan and Summary Map
5 Exhibit 2: Legal Descriptions of Boundary Adjustment Areas
6 Exhibit 3: Village of New Glarus Peripheral and Extraterritorial Area Plan (2009)
7 Exhibit 4: Village of New Glarus Official Map (2011)
8 Exhibit 5: Village of New Glarus/Town of New Glarus Extraterritorial Zoning Ordinance (2006)
9 Exhibit 6: Initial Cooperative Plan Authorizing Resolutions
10 Exhibit 7: Local Cooperative Plan Adopting Resolutions
11 Exhibit 8: Public Hearing Comments
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1 **Exhibit 2: Legal Descriptions of Boundary Adjustment Areas**

2 Assuming Areas A and B on Exhibit 1 (i.e., existing Town Highway 19 and W spokes into the
3 | Village) are to be ~~attached~~annexed to Village upon adoption of the Cooperative Plan, then a legal
4 description of these two areas should be included in this exhibit to the Cooperative Plan. Strand
5 could generate legal descriptions for these two areas upon request. The legal descriptions for
6 other potential ~~attachment~~annexation areas would be generated at the time of
7 ~~attachment~~annexation, per the guidance in the body of this Cooperative Plan.

8 Area A

10 Area B

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1 **Exhibit 3: Village of New Glarus Peripheral and Extraterritorial Area Plan (2009)**

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Exhibit 4: Village of New Glarus Official Map (2011)

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1 **Exhibit 5: Village of New Glarus/Town of New Glarus Extraterritorial Zoning Ordinance**
2 **(2006)**
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Exhibit 6: Initial Cooperative Plan Authorizing Resolutions

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Insert signed Village Board authorizing resolution from July 20, 2010.

Insert signed Town Board authorizing resolution from August 3, 2010.

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1 **Exhibit 7: Local Cooperative Plan Adopting Resolutions**

2 To be inserted once Cooperative Plan adopted by Town and Village

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Exhibit 8: Public Hearing Comments

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- 3 To be inserted once public hearing held

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