

NEW GLARUS COOPERATIVE PLAN



Village of New Glarus/Town of New Glarus
Cooperative Plan and Revenue Sharing Agreement
Under Sections 66.0307 and 66.0305,
Wisconsin Statutes

Public Hearing Draft
July 18, 2012

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2 **Contents**

3 SECTION 1: PARTICIPATING MUNICIPALITIES 4

4 SECTION 2: TERM OF THE PLAN/PLANNING PERIOD 4

5 SECTION 3: TERRITORY SUBJECT TO THE COOPERATIVE PLAN (PLANNING AREA)5

6 SECTION 4: ISSUES AND OPPORTUNITIES..... 5

7 SECTION 5: BOUNDARY ADJUSTMENT AREA OF THE VILLAGE AND THE TOWN 7

8 SECTION 6: CURRENT LAND USE AND PHYSIOGRAPHIC CONDITIONS OF THE

9 PLANNING AREA 7

10 SECTION 7: BOUNDARY CHANGES MANDATED AND PERMITTED DURING THE

11 PLANNING PERIOD..... 7

12 SECTION 8: PROCEDURE FOR ANNEXATIONS 14

13 SECTION 9: PUBLIC UTILITIES AND TRANSPORTATION INFRASTRUCTURE..... 14

14 SECTION 10: LOCAL ORDINANCES AFFECTING AREAS SUBJECT TO THE PLAN..... 18

15 SECTION 11: EXTRATERRITORIAL ZONING AND LAND DIVISION REGULATIONS . 18

16 SECTION 12: COMPREHENSIVE PLANNING..... 19

17 SECTION 13: ONGOING COLLABORATION ON PLANNING MATTERS 21

18 SECTION 14: REVENUE SHARING RELATED TO LIBRARY AND OTHER CAPITAL

19 PROJECTS 23

20 SECTION 15: POLICE, FIRE, AND EMERGENCY MEDICAL SERVICES 24

21 SECTION 16: STORM WATER MANAGEMENT AND EROSION CONTROL..... 25

22 SECTION 17: ENVIRONMENTAL EVALUATION OF THE PLAN..... 26

23 SECTION 18: AUTHORIZING RESOLUTIONS, COOPERATIVE PLAN ADOPTION

24 RESOLUTIONS, AND RECORD OF PUBLIC PARTICIPATION..... 26

25 SECTION 19: NO THIRD PARTY BENEFICIARY 27

26 SECTION 20: ADMINISTRATION OF THIS COOPERATIVE PLAN..... 27

27 SECTION 21: ENFORCEMENT 27

28 SECTION 22: NO CHALLENGES TO THIS COOPERATIVE PLAN 28

29 SECTION 23: AMENDMENT..... 29

30 SECTION 24: GOOD FAITH AND FAIR DEALING..... 29

31 SECTION 25: SEVERABILITY 29

32 SECTION 26: INVALID OR INEFFECTIVE ORDINANCE 29

33 SECTION 27: IMPLEMENTATION..... 30

34 SECTION 28: REFERENCES 30

1 SECTION 29: SECTION AND PARAGRAPH TITLES 30
2 SECTION 30: INTERPRETATION..... 30
3 SECTION 31: NOTICES..... 30
4 List of Exhibits..... 33
5
6
7

DRAFT

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

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

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

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

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

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

34 **WHEREAS**, the Parties have agreed that changes during the period of the Cooperative
35 Plan shall be based upon the authorization contained in Section 66.0307(2), Wisconsin Statutes

36 **WHEREAS**, the Village and Town enter into this Cooperative Plan to determine their
37 respective boundaries and to guide and accomplish a coordinated, adjusted and harmonious
38 development of the territory covered by the Plan; and, as well as to avoid, to the greatest extent
39 possible, future disputes over boundaries.

1 **B. Better Establish Future Municipal Boundaries Between the Village and the**
2 **Town, Minimizing Future Annexation Disputes.** The municipal boundary changes enabled by
3 this Cooperative Plan recognize the interest of the Town and Village to secure municipal
4 boundaries from unplanned annexations; to “square up” irregular boundaries where practical;
5 and to engage in meaningful, joint planning within the Planning Area. Planned municipal
6 boundary changes, triggered by certain private development proposals in the Planning Area,
7 allows the Parties to more efficiently engage in joint land use planning, zoning, and land division
8 review; reduce land use related disputes; and better plan for improvements to and extension of
9 sanitary sewer, public water, stormwater management, electricity, and other urban infrastructure.

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

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

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

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

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SECTION 5: BOUNDARY ADJUSTMENT AREA OF THE VILLAGE AND THE TOWN

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

SECTION 6: CURRENT LAND USE AND PHYSIOGRAPHIC CONDITIONS OF THE PLANNING AREA

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

As shown within Map 1 of **Exhibit 3**, the Planning Area is largely in farmland, woodland, other open space land uses, and road rights-of-way. Durst Road

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

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

SECTION 7: BOUNDARY CHANGES MANDATED AND PERMITTED DURING THE PLANNING PERIOD

The future boundary changes allowed under this Plan have been negotiated with the intent of promoting orderly development of, preservation of, and service to the Planning Area. The Parties have considered encouraging the efficient timing and delivery of municipal services; promoting infill, revitalization, and redevelopment within the existing Village limits; establishing more regular municipal boundaries; and attempting to assure that municipal boundary changes occur with the knowledge and cooperation of affected property owners. This consideration includes, but is not limited to, the fact that the Village is in a better position to provide urban

1 services, including cost-effective sanitary sewer, water, and electrical services, to parts of the
2 Planning Area appropriate for urban development during the Planning Period.

3 **A. Automatic Annexations from the Town to the Village.**

4 The Village may annex Areas A and B, as depicted in **Exhibit 1** and legally described in
5 **Exhibit 2**, any time following the date of Wisconsin Department of Administration approval of
6 this Cooperative Plan, per the procedure in Section 8. Areas A and B are entirely comprised of
7 public road rights-of-way, and as they stand are peninsulas of land in the Town that currently
8 extend in the Village, which the Parties have determined to be undesirable.

9 **B. Potential Annexations from the Town to the Village—New Residential**
10 **Developments to Which Village Utilities Are Provided.**

11 1. Definitions. Where used in this subsection B, the following terms shall have
12 meanings as ascribed to them below:

13 a. “New Residential Development Greater Than Agricultural Transition Zoning
14 Limitations” shall mean a development within the Planning Area that occurs
15 after the date of Wisconsin Department of Administration approval of this
16 Cooperative Plan and enables establishment of the fifth or greater dwelling
17 unit, other principal structure, or some combination within a parcel as such
18 parcel was legally described and recorded on October 13, 1997. Such new
19 residential development shall require rezoning from an agricultural zoning
20 district (usually the A-T Agricultural and Woodland Transition district) to a
21 residential zoning district. The extraterritorial zoning ordinance, included as
22 **Exhibit 5**, provides further information and illustration of this concept. This
23 term does not include any residential development permitted and developed
24 under the A-T Agricultural and Woodland Transition, A-P Agricultural and
25 Woodland Preservation, or A-PL Limited Agricultural and Woodland
26 Preservation zoning districts, as described within the Village-Town
27 extraterritorial zoning ordinance.

28 b. “Land Area Occupied By Each Such New Residential Development” shall
29 mean the legally described boundary of the associated subdivision plat or
30 certified survey map, unless the Parties agree that some other land area
31 associated with the new residential development shall instead be annexed.

32 2. The Parties agree that, within the Planning Area, New Residential Development
33 Greater Than Agricultural Transition Zoning Limitations shall, at time of initial
34 development, be served by Village sanitary sewer and water utilities and shall meet
35 all public improvement standards within Village ordinances. The installation of all
36 such utilities and the meeting of such public improvement standards shall be at the
37 land developer’s expense, unless another financing arrangement is mutually agreed
38 by the Parties.

39 3. The Parties intend to support the rezoning of lands within the Planning Area for New
40 Residential Development Greater Than Agricultural Transition Zoning Limitations,

1 provided the standards within this Cooperative Plan are met. Either Party reserves the
2 right to reject any New Residential Development Greater Than Agricultural
3 Transition Zoning Limitations if any of the following conditions pertinent to the
4 requested development or development area are present: (a) inconsistent with the
5 associated Party's comprehensive plan, official map (see **Exhibit 4**), other
6 ordinances, or some combination; (b) not contiguous to the Village limits or another
7 New Residential Development within the Planning Area previously approved and
8 connected to Village sanitary sewer and water utilities; (c) provision or extension of
9 Village sanitary sewer and/or water utilities would not be cost-effective for the
10 Village as advised by a professional engineering analysis; (d) sufficient utility system
11 capacity does not exist and would not be provided by the development; (e) Village
12 public improvement and/or stormwater management ordinances and requirements are
13 not met; (f) a development agreement if required by ordinance has not been executed;
14 and/or (g) the developer has not demonstrated adequate financial commitment to
15 complete or guarantee improvements associated with the development.

16 4. The Land Area Occupied By Each Such New Residential Development provided with
17 Village sanitary sewer and water utilities shall be detached from the Town and
18 annexed to the Village any time within 120 days from the date of expiration of the
19 Planning Period, provided that the area is contiguous to the Village at the time, or is
20 made contiguous thereto through annexation of another development area(s) if
21 authorized under this Cooperative Plan. The procedure for annexation shall be per
22 Section 8.

23 5. Within one year of Department of Administration approval of this Cooperative Plan,
24 the Village and Town shall amend all appropriate ordinances to require the
25 developers of all New Residential Development Greater Than Agricultural Transition
26 Zoning Limitations to execute with the Village an annexation agreement and include
27 a note on the associated subdivision plat or certified survey map (CSM) that reflect
28 the associated terms of this Cooperative Plan. The Village and Town shall require
29 and execute annexation agreements and plat/CSM notes with the developer of each
30 New Residential Development Greater Than Agricultural Transition Zoning
31 Limitations within the Planning Area. The Village shall record each executed
32 annexation agreement against the affected property. Failure to execute or record an
33 agreement or include a plat/CSM note for any particular New Residential
34 Development shall not void the associated annexation provisions within this
35 Cooperative Plan.

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

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1 **C. Potential Annexations from the Town to the Village—Other New Residential**
2 **Developments in the Planning Area (Not Meeting Subsection B Criteria)**

3 1. Definitions. Where used in this subsection C, the following terms shall have
4 meanings as ascribed to them below:

5 a. “New Residential Development Less Than or Equal To Agricultural
6 Transition Zoning Limitations” shall mean a development within the Planning
7 Area that occurs after the date of Wisconsin Department of Administration
8 approval of this Cooperative Plan, enables establishment of the fourth or
9 fewer dwelling unit, other principal structure, or some combination within a
10 parcel as such parcel was legally described and recorded on October 13, 1997.
11 Residential development at this level does not require rezoning from the A-T
12 Agricultural and Woodland Transition zoning district to a residential zoning
13 district, under the Village-Town extraterritorial zoning ordinance (**Exhibit 5**).
14 This term does not include any residential development permitted and
15 developed under the A-P Agricultural and Woodland Preservation or AP-L
16 Limited Agricultural and Woodland Preservation zoning districts, as described
17 within the Village-Town extraterritorial zoning ordinance.

18 b. “Land Area Occupied By Each Such New Residential Development” shall
19 mean the legally described boundary of the associated certified survey map,
20 unless the Parties agree that some other land area associated with the
21 residential development shall instead be annexed.

22 2. The Parties agree that, within the Planning Area, New Residential Developments Less
23 Than Or Equal To Agricultural Transition Zoning Limitations are allowed under the
24 A-T Agricultural and Woodland Transition extraterritorial zoning district. Such new
25 developments need not, at time of initial development, be annexed to the Village,
26 served by Village sanitary sewer and water utilities, or meet all public improvement
27 standards within Village ordinances. However, if they proliferate, such new
28 developments could impede planned, logical future urban development in the
29 Planning Area. Therefore, such new developments may be subject to deferred
30 annexation under this subsection C.

31 3. The Land Area Occupied By Each Such New Residential Development described in
32 subsections C1 and C2 may, at the Village’s option, be annexed to the Village any
33 time within 120 days from the date of expiration of the Planning Period, provided that
34 the area is contiguous to the Village at the time, or is made contiguous thereto
35 through annexation of another development area(s) if authorized under this
36 Cooperative Plan. The procedure for annexation shall be per Section 8.

37 4. Within one year of Department of Administration approval of this Cooperative Plan,
38 the Village and Town shall amend all appropriate ordinances to require the
39 developers of all New Residential Development Less Than or Equal To Agricultural
40 Transition Zoning Limitations to execute with the Village an annexation agreement
41 include a note on the associated certified survey map (CSM) that reflect the

1 associated terms of this Cooperative Plan. The Village and Town shall require and
2 execute annexation agreements and CSM notes with the developer of each New
3 Residential Development Less Than or Equal To Agricultural Transition Zoning
4 Limitations within the Planning Area. Failure to execute an agreement or require a
5 CSM note for any particular residential development shall not void the associated
6 annexation provisions within this Cooperative Plan. The Village may record each
7 executed annexation agreement against the affected property.

- 8 5. Any annexation under this Section 7C shall be accompanied by revenue sharing from
9 the Village to the Town in an amount equal to the real property taxes (land and
10 improvements) that the Town levied to the area occupied by such residential
11 development in the years 16 through 20 of the Planning Period. The Village shall pay
12 such revenues to the Town over the ten year period immediately following the
13 Planning Period, in ten equal payments, payable by June 30 of each calendar year.
- 14 6. Following their possible future annexation to the Village, each New Residential
15 Developments Equal to or Less Than Agricultural Transition Zoning Limitations may
16 be subject to connection to sanitary sewer and/or water services if required by
17 Wisconsin law or Village ordinance.

18 **D. Potential Annexations from the Town to the Village—New Non-Residential**
19 **Developments**

- 20 1. Definitions. Where used in this subsection D, the following terms shall have
21 meanings as ascribed to them below:
- 22 a. “New Non-residential Development” includes any commercial service, retail,
23 office, industrial, or institutional land use within the Planning Area that first
24 commences construction and operations following the execution of this
25 Cooperative Plan, and such other uses as may be subsequently determined to
26 be “New Non-residential Development” by the Joint Planning Committee, but
27 not including any home occupation as such term is defined in Village/Town
28 extraterritorial zoning ordinance (**Exhibit 5**) or any Agricultural-related Non-
29 residential Use as defined below.
- 30 b. “Agricultural-related Non-residential Use” includes any non-residential
31 permitted and conditional use in the then-current New Glarus extraterritorial
32 zoning ordinance’s A-P Agricultural Preservation district; those permitted
33 uses in the then-current extraterritorial A-B zoning district; and those
34 conditional uses in the extraterritorial A-B zoning district as may be
35 determined to be agricultural-related by the Joint Planning Committee.
- 36 c. “Land Associated With Such New Non-residential Development” includes the
37 legally described and recorded lot or parcel that includes the New Non-
38 residential Development, and the nearest ½ of any contiguous public right-of-
39 way that is adjacent to said lot or parcel, unless the Parties agree that some

1 other land area associated with the New Non-residential Development shall
2 instead be annexed.

- 3 2. The Parties agree that New Non-residential Development in planned locations within
4 the New Glarus area benefits the entire community. Therefore, the Parties shall work
5 cooperatively on New Non-residential Development within the Planning Area, in
6 locations and forms guided by the Village and Town comprehensive plans, including
7 the Peripheral and Extraterritorial Area Plan (attached as **Exhibit 3**) and the
8 Village/Town extraterritorial zoning ordinance (attached as **Exhibit 5**). This includes
9 the Highway 69 corridor for general commercial and industrial uses, along with
10 planned neighborhood development areas for more limited, neighborhood-compatible
11 commercial uses. The Parties further agree that New Non-residential Development is
12 generally best served by public sanitary sewer and water services as opposed to
13 private well and septic systems, and if provided with such services shall be subject to
14 annexation to the Village. Annexation shall not be required if owners of land in the
15 Planning Area do not wish to develop their land.
- 16 3. All New Non-residential Development within the Planning Area shall be consistent
17 with the Village Peripheral and Extraterritorial Area Plan as it existed on the date of
18 Wisconsin Department of Administration approval of this Cooperative Plan (i.e., the
19 version attached as **Exhibit 3**), or with any amendment to that Peripheral and
20 Extraterritorial Area Plan that is both recommended by the Joint Planning Committee
21 and approved by the Village Board. If a proposed New Non-residential Development
22 is inconsistent with the Village Peripheral and Extraterritorial Area Plan as it existed
23 on the date of Wisconsin Department of Administration approval of this Cooperative
24 Plan, the Joint Planning Committee shall consider and may recommend that the
25 Village amend such Peripheral and Extraterritorial Area Plan to be consistent with
26 such New Non-residential Development. The Village Board shall, within 120 days of
27 any such recommendation, take action on any recommended amendment.
- 28 4. Aside from land use/zoning approvals by ordinance and otherwise as specified under
29 this Cooperative Plan, the Village Community Development Authority (CDA) shall
30 coordinate New Non-residential Development activities within the Planning Area.
31 The Village Board shall adopt a charter ordinance to allow appointment of a Town
32 resident to the CDA. The Village shall then appoint a Town resident of the Town
33 Board's nomination to serve as a voting member of the CDA during the Planning
34 Period. In the event the Town Board fails to nominate a Town resident to serve, the
35 Village shall endeavor to appoint a Town resident of its choosing, but shall be under
36 no legal requirement to do so.
- 37 5. The Parties may consider and, as provided by law, incorporate negotiated revenue
38 sharing agreements associated with any New Non-residential Development approved
39 within the Planning Area over the Planning Period. Each Party shall include any such
40 negotiated shared revenue amounts within their respective annual budgets, and shall,
41 if the payer, promptly pay to the other Party such amount by June 30 of each year. If
42 no particular revenue sharing agreement is executed for a particular New Non-
43 residential Development proposal, then the Village shall share revenue for any

1 associated annexation per the standards in Section 66.0217(14)(a), Wisconsin
2 Statutes.

3 6. All New Non-residential Development, where the Land Associated With Such New
4 Non-residential Development is both within the Planning Area and contiguous to the
5 Village, shall at the time of initial development be provided with Village sanitary
6 sewer and water services. The Village may annex the Land Associated With Such
7 New Non-residential Development any time following the date of Village sanitary
8 sewer or water extension, zoning permit issuance, or building permit issuance for its
9 initial development. The procedure in Section 8 shall be followed for such
10 annexation.

11 7. New Non-residential Development, where the Land Associated With Such New Non-
12 residential Development is within the Planning Area and on a parcel that is not
13 contiguous to the Village, may be provided with Village sanitary sewer and water
14 services at the discretion of the Village following a recommendation of the Joint
15 Planning Committee. The decision on whether to require connection to Village
16 sanitary sewer and water services in conjunction with development approval shall be
17 based on (a) the nature of the New Non-residential Development, (b) the amount and
18 type of projected water use and wastewater emissions, (c) the effect not extending
19 sanitary sewer and water services may have on cost-effective extensions of such
20 services to the area in the future, and (d) consistency with the Village Peripheral and
21 Extraterritorial Area Plan per subsection 3, above. In the event that such a New Non-
22 residential Development is provided with Village sanitary sewer and water services,
23 the Village may require an annexation agreement under the applicable provisions of
24 Section 7C and annex the Land Associated With Such New Non-Residential
25 Development (i) any time within 120 days from the date of expiration of the Planning
26 Period, or (ii) following the date that such land becomes contiguous to the Village
27 within the Planning Period, whichever comes first. The procedure in Section 8 shall
28 be followed for such annexation.

29 **E. Potential Annexations from the Town to the Village—Existing Developments**
30 **Connecting to Sanitary Sewer and/or Water Services**

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

36 **F. Limitation on Annexations of Other Areas.**

37 Other than the annexations to the Village as specified in this section, the Village shall not
38 attach nor annex in any manner any additional lands from the Town during the Planning Period
39 without the written consent of the Town and the written consent or application of the affected
40 land owner. Subject to the annexations authorized herein, the boundary of the Village shall
41 remain as currently shown on **Exhibit 1**.

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SECTION 8: PROCEDURE FOR ANNEXATIONS

A. **Notice to the Town.** At any time after the occurrence of any event or condition specified for permitting annexation of land to the Village under this Cooperative Plan, the Village shall give the Town a minimum of ten days written notice that the event triggering annexation has occurred and that the Village is preparing to adopt an ordinance attaching the specified property. Failure to provide such notice shall not invalidate the associated annexation, if otherwise consistent with this Cooperative Plan, and the duty to provide the notice shall be a continuing one.

B. **Procedure for Annexation.** After the notice period provided in Section 8A, without review and recommendation by the Village Plan Commission or any other sub-unit of the Village and without further review and approval of the Town, the Village may adopt an ordinance annexing the territory and designating a temporary zoning classification for each parcel of land until the zoning ordinance is amended as prescribed in Section 62.23(7)(d), Wisconsin Statutes. The Village shall adopt and file the annexation ordinance per Section 66.0217(8) and (9), Wisconsin Statutes. The Village Clerk shall also file a signed copy of the annexation ordinance with the Town Clerk, the Village Police Chief, and the Green County Sheriff. The annexation ordinance that is filed, recorded, and sent shall include a statement of its purpose, a legal description of the annexed territory, a scale map of the territory matching the legal description, the ward to which the annexation area is connected, and the population within the annexed territory. Failure to file, record, or send any required document shall not invalidate the annexation and the duty to file, record, or send shall be a continuing one.

C. **Effective Date of Annexations.** Annexation to the Village shall be effective on the day after the date of publication of the annexation ordinance, or a notice of enactment of the ordinance as otherwise permitted by law for publication of ordinances, unless another date is specified in the ordinance.

SECTION 9: PUBLIC UTILITIES AND TRANSPORTATION INFRASTRUCTURE

A. **Sanitary Sewer and Wastewater Treatment.**

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

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

21 **C. Local Water Utilities.**

22 1. Properties within the Town are served by private well systems. The Town does not
23 have or intend to have its own public water system during the Planning Period, but
24 this Cooperative Plan is not intended to restrict Town creation of any such system.

25 2. The Village through the Village of New Glarus Utilities and public works
26 department operates, maintains, and extends public water service to properties within
27 the Village limits. The system is comprised of three municipal wells, plus a
28 distribution system of water mains.

29 3. As additional residential and non-residential development occurs in the Planning
30 Area, additional water system pressure zones may be required to provide public
31 water service, particularly as development occurs on the slopes around the Village.
32 These may require the construction of elevated water tanks, water booster stations,
33 and water pressure reducing stations. Because such pressure zones may be combined
34 among basins, they shall be planned for comprehensively. The Village's maintains a
35 5-year capital improvement program (2012-2017) does not include any major water
36 system projects that will affect the Planning Area or planned development within it.
37 The Village will maintain that capital improvement program and add water system
38 and other utility improvements to it as necessary to serve the Planning Area and
39 planned development within it.

40

1 **D. Local Electrical Utilities**

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

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

- 11 1. Within one year of the date of Wisconsin Department of Administration approval of
12 this Cooperative Plan, the Village agrees to amend all adopted policies and
13 ordinances that restrict extension of Village utilities outside of its municipal limits in
14 order to allow for extensions as provided under this Cooperative Plan.
- 15 2. In connection with the extension of Village utility services into or through the
16 Planning Area, the Town consents to the location of utility facilities of the Village
17 being located under its streets, within its utility easements, or on its publicly-owned
18 lands. Such installation and location shall be done in accordance with generally
19 accepted engineering standards and applicable municipal ordinances (including any
20 permitting requirement but excluding any bonding requirement). The specific
21 location of facilities on public lands other than street rights-of-way shall be subject
22 to subsequent agreement between the Parties. In the event such a utility extension is
23 designed to cross private land in the Town, the Town shall not take any action to
24 obstruct or prevent such work, provided that the Village has obtained easements or
25 other rights from affected property owners to access or use such private land.
- 26 3. Prior to constructing, maintaining, or repairing Village sanitary sewer or water lines
27 in public rights-of-way or public easements in the Town, the Village or its contractor
28 shall acquire a Town Road Opening Permit where required by Town ordinance. If
29 such a permit is not required, the Village or its contractor shall provide written
30 notice to the Town at least 30 days in advance of the commencement of the utility
31 work, except that in an emergency situation requiring prompt repair, notice shall be
32 given as soon as practicable. The Village shall comply with all applicable safety
33 regulations, permits, and agreements when working within the Town on utilities.
- 34 4. Except as otherwise agreed by the Town, the Village shall be required to maintain
35 access to the Town's facilities, restore rights-of-way and improvements therein to
36 Town standards following construction and maintenance activities, and provide
37 reasonably requested financial protection for the Town in case of developer or
38 contractor default or non-performance.
- 39 5. Both Parties agree to coordinate with private utilities and service providers for the
40 extension of other services to new development within the Planning Area.

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

- 2 1. This subsection F addresses that section of Legler Valley Road that is within the
3 Village as of the date of Wisconsin Department of Administration approval of this
4 Cooperative Plan and that segment of 14th Avenue that is within the Town as of that
5 same date. These segments are represented on **Exhibit 4**. The provisions of this
6 subsection F are effective during the Planning Period.
- 7 2. For the segments of Legler Valley Road and 14th Avenue described in subsection F1
8 above, the Village will plow snow and the Town will mow adjacent ditchways, each
9 at its own expense.
- 10 3. Within two years of the date of Wisconsin Department of Administration approval of
11 this Cooperative Plan, the Village and Town agree that the surfaces of those
12 segments of Legler Valley Road and 14th Avenue that are described in subsection
13 F1 shall be resurfaced by a pulverizing and overlay procedure. The cost of such
14 resurfacing project shall be divided between the Town and Village based upon the
15 square footage of the two segments that is within each jurisdiction as of the date of
16 Wisconsin Department of Administration approval of this Cooperative Plan. The
17 Village shall be the principal in managing the project (including arranging bidding or
18 legitimate contractor estimates), and the Town shall pay its proportional costs upon
19 receipt of contractor invoices.
- 20 4. Following its resurfacing, the aforementioned segments of Legler Valley Road and
21 14th Avenue shall be maintained in such a manner to retain a PASER rating of 6 or
22 higher, with the cost of all such maintenance borne by the Town and Village per the
23 formula in subsection F3, unless otherwise determined by the Joint Planning
24 Committee.

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

- 26 1. The provisions of this subsection G apply to those segments of the following Town
27 Roads that are within the Planning Area: Durst Road, Klitzke Road, Legler Valley
28 Road, Valley View Road, and Kubly Road.
- 29 2. All or parts of the Town road segments listed in subsection G1 may transfer
30 jurisdiction from the Town to the Village during the Planning Period, as a result of
31 annexations enabled under Section 7. The Town agrees to maintain these Town road
32 segments (1) according to guidelines included in the Wisconsin Pavement
33 Surface Evaluation and Rating (PASER) Manual and (2) to a PASER rating at the
34 time of transfer that no less than one point below its PASER rating as of Spring
35 2012. As of Spring 2012, the Parties agree that the affected Town road segments
36 had the following PASER ratings: Durst Road—6; Klitzke Road—4; Legler Valley
37 Road—7; Valley View Road—6; Kubly Road—3. Such roads shall be subject to
38 appropriate maintenance activities performed by Town prior to annexation as may be
39 necessary to bring them to the specified PASER rating. In lieu of performing such
40 maintenance activities, the Parties may agree to a payment between them at the time

1 of transfer based on the estimated cost for Village to improve it from its actual
2 condition to a minimum PASER rating equal to that specified above for that road.
3 The Village shall complete such maintenance within one year of transfer, unless the
4 Town agrees otherwise. In the event of conflict on PASER ratings or estimated
5 costs, the Parties agree to seek and abide by the opinion of qualified Wisconsin
6 Department of Transportation staff, or a qualified and independent third party agreed
7 by both Parties.

- 8 3. Both Parties agree that the Party with jurisdiction over the road segments listed in
9 subsection G1 will not prohibit access into adjacent property in the other Party's
10 municipal limits from such streets, provided that the requested access is consistent
11 with the access control standards included in the Town driveway ordinance and the
12 Village zoning ordinance.
13

14 **SECTION 10: LOCAL ORDINANCES AFFECTING AREAS SUBJECT TO THE PLAN**

15 The territory annexed to the Village from time to time under this Cooperative Plan shall
16 become Village territory subject to all the Village zoning and general ordinances immediately on
17 the effective date of the annexation ordinance.

18 19 **SECTION 11: EXTRATERRITORIAL ZONING AND LAND DIVISION** 20 **REGULATIONS**

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

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

27 The Village/Town extraterritorial zoning ordinance implements and is consistent with
28 adopted local comprehensive plans, particularly the Village's Peripheral and Extraterritorial Area
29 Plan. Lands identified for future urban development in the Peripheral and Extraterritorial Area
30 Plan are zoned in the Agricultural and Woodland Transition District (A-T). Per Section 305-
31 112(A) of the extraterritorial zoning ordinance, "the purpose of the A-T zoning district is to
32 preserve lands primarily in agricultural, forestry, and open space land uses, for an unspecified
33 time period...in areas where future urban development is anticipated in municipal
34 comprehensive plans. It is intended that intensive development be deferred in such areas until it
35 is economically and financially feasible to provide public services and facilities for uses other
36 than those permitted in the A-T zoning district, such as public sewer and water services."
37 Section 305-112(D)1 prescribes that, while lands are zoned A-T, "there shall be a total of not
38 more than four dwelling units, other principal structures, or some combination within the limits
39 of the parcel as legally described and recorded on October 13, 1997." Development of the fifth
40 or greater dwelling unit requires the developer to seek and obtain approval of rezoning to another

1 development-based zoning district available with the Village’s zoning ordinance and applicable
2 to the extraterritorial zoning area, and connection of such additional dwelling units to sanitary
3 sewer and water services.

4 C. **Land Division Review.** To assist with implementation of their comprehensive plans,
5 the Town and Village have adopted their own land division/subdivision ordinances. The land
6 division/subdivision ordinances of the Town and the Village have similar objectives, but
7 differences in their detailed requirements. Map 1 within **Exhibit 3** outlines the “1.5 mile
8 extraterritorial land division review jurisdiction” of the Village as of the date of Wisconsin
9 Department of Administration approval of this Cooperative Plan. Both Parties acknowledge that
10 where jurisdictions overlap there may be differences in the individual ordinances or the
11 application of the ordinances. Finally, the Parties agree that mutual cooperation may be
12 warranted in order to satisfy consistency requirements of Section 66.1001, Wisconsin Statutes.

13
14 **SECTION 12: COMPREHENSIVE PLANNING**

15 A. **General.** The Village and Town, separately and collectively, have several planning
16 documents that relate to the territory subject to this Cooperative Plan. The Town and the Village
17 both have adopted comprehensive plans under Section 66.1001, Wisconsin Statutes. The Parties
18 have a desire to have their comprehensive plans consistent with one another, and for land
19 development in areas of mutual concern to be compatible with their comprehensive plans. In
20 fact, as of the date of this Cooperative Plan, Section 66.1001, Wisconsin Statutes requires that
21 certain actions associated with a municipal governmental unit’s official map, subdivision
22 regulations, zoning ordinance, and shoreland-wetland ordinance shall be consistent with its
23 comprehensive plan.

24 B. **Village of New Glarus Comprehensive Plan.** The Village adopted its
25 comprehensive plan document on December 20, 2005. The plan, prepared under Section
26 66.1001, Wisconsin Statutes, provides minimal guidance for future land use issues in the area
27 outside of the Village’s 2005 boundaries.

28 On December 6, 2005, the Village adopted an Extraterritorial Area Plan as a detailed
29 component of its comprehensive plan, following the procedures under Section 66.1001, and
30 addressing areas near and beyond the Village’s municipal limits. On May 5, 2009, the Village
31 amended the Peripheral and Extraterritorial Area Plan and changed its name slightly, again under
32 Section 66.1001, to incorporate negotiated changes under the 2006 extraterritorial zoning
33 process, achieve greater consistency with Town policies over coterminous areas, and address
34 other matters. That version of the Peripheral and Extraterritorial Area Plan is attached as
35 **Exhibit 3.**

36 On September [redacted], 2012, Village once again amended the Peripheral and Extraterritorial
37 Area Plan to make it and the Village’s comprehensive plan fully consistent with this Cooperative
38 Plan. The September 2012 amendments adjusted policies that previously discouraged extension
39 of Village sewer and water services and rezoning for urban (sewered) development outside of the

1 Village limits. These amendments also revised recommendations for an intergovernmental
2 agreement with the Town to reflect this Cooperative Plan.

3 The Peripheral and Extraterritorial Area Plan is referenced frequently in this Cooperative
4 Plan because it is the most detailed planning document covering the Planning Area.

5 **C. Town of New Glarus Comprehensive Plan.** The Town adopted its Comprehensive
6 Plan on December 5, 2005. The Town comprehensive plan was also prepared and adopted under
7 Section 66.1001, Wisconsin Statutes. On September [REDACTED], 2012, the Town once amended its
8 Comprehensive Plan to make it fully consistent with this Cooperative Plan. The adopted
9 amendments clarified the Town's future land use recommendations within the Planning Area,
10 acknowledging the role of this Cooperative Plan and the Village Peripheral and Extraterritorial
11 Area Plan in guiding future development there.

12 **D. Consistency Between This Cooperative Plan and the Comprehensive Plans.**
13 Overall, this Cooperative Plan provides for adjustments to and stability of municipal boundaries
14 in a manner that shall promote orderly and cost effective development and provision of
15 associated public services according to the comprehensive plans of the Town and the Village.
16 As a result of separate comprehensive plan amendments adopted by the Village and Town in
17 September 2012, this Cooperative Plan is now fully consistent with each Party's comprehensive
18 plan. Specifically, it is consistent with and advances the future land use maps, land development
19 and land preservation policies, utility service policies, and intergovernmental cooperation and
20 implementation policies and recommendations in the respective comprehensive plans.

21 **E. Consistency Between This Cooperative Plan and Other Known Plans and**
22 **Policies.** This Cooperative Plan also is consistent and compatible with other existing local,
23 county, state, and federal plans, ordinances, codes, and statutes. This Cooperative Plan was
24 developed in recognition of the multiple jurisdictions with an interest in the cooperative planning
25 area, including the New Glarus School District.

26 **F. Collaboration on Future Comprehensive Plan Amendments.** The Party proposing
27 to amend or update its comprehensive plan following Department of Administration approval of
28 this Cooperative Plan as it affects the Planning Area shall first refer the proposed Plan
29 amendment or update to the Joint Planning Committee for review and recommendation. The
30 Committee shall have 60 days from the date of referral to provide any recommendation to the
31 appropriate Party's governing body. Wisconsin Statutes.

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

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

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

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

13
14 **SECTION 13: ONGOING COLLABORATION ON PLANNING MATTERS**

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

- 18 1. **Membership.** The JPC shall consist of six members, three of whom are appointed by
19 the Town Chairperson subject to confirmation by the Town Board and three of
20 whom are appointed by the Village President subject to confirmation by the Village
21 Board. The Town Chairperson and Village President shall each appoint two
22 members from each respective governing board and one citizen member. All
23 appointments shall occur immediately following Department of Administration
24 approval of this Cooperative Plan.
- 25 2. **Appointment Terms.** Initial appointments for each Party's delegation shall be for a
26 term of one year for one member, two years for the second member, and three years
27 for the third member. Following initial appointments, regular appointments shall be
28 made in May of each year, as needed. Following initial appointments, all members
29 of the JPC shall serve for terms of three years.
- 30 3. **Vacancy.** A vacancy shall be created if a JPC member's residency terminates during
31 the term of appointment or if the position is otherwise not occupied due to
32 resignation, failure to continue in elected office if a member of the governing board
33 or removal for cause by the governing board of the respective municipality.
34 Vacancies shall be promptly filled for the unexpired term in the same manner as the
35 original appointment and successors shall serve the remaining term.
- 36 4. **Officers.** There shall be a chairperson and vice chairperson of the JPC. The
37 chairperson for the JPC shall alternate from the Town to the Village on an annual
38 basis. In the first year, or portion thereof, the chairperson shall be elected from the
39 Village of New Glarus representatives. The vice chairperson shall be from the
40 community that is not serving as the chairperson. The chairperson and vice

1 chairperson shall be elected by the JPC annually in June or at the first scheduled
2 meeting thereafter.

3 5. Meetings. The chairperson shall conduct JPC Meetings. In the chairperson's
4 absence, the vice chairperson shall conduct the meetings. Meetings of the JPC may
5 be called by the chairperson of the JPC, the Town Chairperson, or the Village
6 President. The JPC shall meet at least annually. The meeting location shall be the
7 chair's municipal building. Members shall receive per diems as determined by the
8 municipality that the member represents. The JPC's actions shall be made as
9 determined by four votes. If four votes affirming the same recommendation on a
10 particular issue cannot be obtained, any report back to the Town and Village Boards
11 shall state that the JPC is divided and unable to make a recommendation. The
12 notices and conduct of the meetings shall be in accordance with the Wisconsin
13 Statutes governing open meetings and open records.

14 6. Cost Sharing. Any outside consultant costs or fees (including but not limited to joint
15 engineering, planning, or legal) to be incurred by the JPC must be pre-approved by
16 the Town Board and Village Board. Such pre-approved costs shall be shared
17 proportionally based on the equalized value of the Town and Village, or as otherwise
18 mutually agreed by the Town Board and Village Board. With the exception of such
19 pre-approved costs, all costs shall be borne by the Town and Village as incurred by
20 the Town and Village.

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

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

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

1
2 **SECTION 14: REVENUE SHARING RELATED TO LIBRARY AND OTHER CAPITAL**
3 **PROJECTS**
4

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

11 B. **Revenue Sharing Payments.** The Town shall provide to the Village a \$10,000 per
12 year revenue sharing payment commencing in the first calendar year following Department of
13 Administration approval of this Cooperative Plan and continuing until a new library is occupied
14 or the tenth calendar year following Department of Administration approval ends, whichever
15 comes first.

16 C. **Total Annual Contributions by Formula.** The Town shall make an annual
17 contribution in an amount each calendar year following Department of Administration approval
18 of this Cooperative Plan per the following formula: “% Cir” x (“TC” – “DS”) – “Tax”.
19 Abbreviations for terms within the formula are as follows:

- 20 1. % Cir = Percentage of total library circulation attributed to Town residents for the
21 prior calendar year, as calculated by the New Glarus Library Director.
- 22 2. TC = Actual total operating cost of the library for the prior calendar year.
- 23 3. DS = Actual total cost of library debt service for the prior calendar year.
- 24 4. Tax = Taxes paid by Green County to the library that are associated with the Town’s
25 portion of operating costs for the prior calendar year, as calculated by the New
26 Glarus Library Director using information from the South Central Library System.

27 Prior to the construction of a new library, the Town shall place such annual contributions
28 in escrow, less the Revenue Sharing Payments described in subsection 14B above, to be held in
29 escrow for a maximum of ten years from the date of Department of Administration approval of
30 the Cooperative Plan or until occupancy of a new library occurs, whichever comes first. In the
31 event occupancy of a new library comes first, the Town shall pay the total escrowed amount to
32 the Village within 30 days of library occupancy. In the event that the ten year time period passes
33 without occupancy of a new library, the escrowed amounts shall revert to the Town’s general
34 fund and subsequent escrow contributions shall cease. In all calendar years following occupancy
35 of a new library during the Planning Period, the Town shall pay to the Village the annual
36 contributions by formula in this paragraph C.

37 D. **Library Impact Fees.** The Town shall maintain an impact fee fund and ordinance
38 requirement for library capital costs over the Planning Period, in an amount equal to or greater
39 than \$1,181 per dwelling unit, unless otherwise calculated through an updated impact fee needs
40 assessment and approved by the Town. Within 30 days of occupancy of a new library, the Town

1 shall pay to the Library Capital Fund the total amount the Town has collected in impact fees
2 related to library capital costs to date, except for any amounts that under Wisconsin Statutes were
3 previously refunded or previously required to be refunded. By June 30 of each calendar year
4 subsequent to new library occupancy, the Town shall pay to the Library Capital Fund any
5 additional amounts the Town had collected in impact fees related to library capital costs in the
6 prior calendar year. None of the payments specified in subsections B and C shall be from impact
7 fee sources.

8 **E. Other Town Impact Fees.** The Town is also collecting impact fees related to a
9 possible joint public works garage project and pool house renovation. The Town shall maintain
10 an impact fee fund and ordinance requirement for such capital costs over the Planning Period, in
11 amounts equal to or greater than \$643 per dwelling unit for the garage and \$297 per dwelling
12 unit for the pool house, unless otherwise calculated through an updated impact fee needs
13 assessment approved by the Town. In the event that such a new or expanded facility is
14 constructed by the Village, within 30 days of occupancy of such new or expanded facility, the
15 Town shall pay the associated project capital fund the total amount the Town has collected in
16 impact fees related to capital costs for the associated facility to date, except for any amounts that
17 under Wisconsin Statutes were previously refunded or previously required to be refunded. By
18 June 30 of each calendar year subsequent to occupancy of the new or expanded facility, the
19 Town shall pay to the associated project capital fund any additional amounts the Town had
20 collected in impact fees related to capital costs for the associated facility in the prior calendar
21 year.

22 **F. Village Commitment.** The Village agrees to maintain through the Planning Period
23 an amount for library support in excess of \$150,703 per year, unless otherwise approved by the
24 Town. When the Town transfers impact fee dollars to the Village for certain capital projects, the
25 Village shall direct such funds to capital expenses for the associated project only, within
26 timeframes specified by Wisconsin Statutes.
27

28 **SECTION 15: POLICE, FIRE, AND EMERGENCY MEDICAL SERVICES**

29 **A. Police.** The Village provides police protection for the Village residents through the
30 Village of New Glarus Police Department. Town residents are provided police protection from
31 the Green County Sheriff's Department, with mutual aid provided by the Village Police
32 Department upon request. The Green County Sheriff's Department also provides mutual aid to
33 the Village of New Glarus when officers are off duty. This Cooperative Plan does not impact any
34 policing arrangements, except that associated departments shall be kept apprised of boundary
35 adjustments per Section 8B.

36 **B. Fire and Emergency Medical Services.** The Village and the Town are served by
37 area-wide volunteer fire and emergency medical services (EMS) departments known respectively
38 as the New Glarus Area Fire District and New Glarus Area EMS District. The Fire District
39 includes the Village and Town of New Glarus, and parts of the Town of York (in Green County),
40 and Towns of Perry and Primrose (in Dane County). The separate EMS District includes the
41 Villages of New Glarus and Monticello, the entire Town of New Glarus and portions of Town of
42 York, Exeter and Mount Pleasant (in Green County), and Perry and Primrose (in Dane County).

1 This Cooperative Plan does not impact any of the existing fire and emergency medical service
2 arrangements.

3

4 **SECTION 16: STORM WATER MANAGEMENT AND EROSION CONTROL**

5 **A. Erosion Control and Stormwater Management Controls.** The Village has adopted
6 an Erosion Control and Stormwater Management Ordinance and technical requirements, and
7 operates a stormwater management utility. The Town's erosion control and stormwater
8 management requirements for new land divisions are included within the Town Land Division
9 ordinance. All other developments are subject to minimum State erosion control and stormwater
10 management requirements.

11 **B. Stricter Standards Apply.** For the purposes of this Cooperative Plan, the Parties
12 mutually agree that, in the event of any inconsistency or variation as between any applicable
13 local ordinance governing stormwater management and erosion control, developments in the
14 Village or in the Planning Area that, if uncontrolled, would impact on the other municipality,
15 shall, at a minimum, abide by the impacted municipality's standards and affect land equally
16 regardless of municipality.

17 **C. Standards for Developments within Territory Subject to this Cooperative Plan.**
18 Within the Planning Area, all New Residential Developments Greater Than Agricultural
19 Transition Zoning Limitations and all New Non-residential Developments, as defined and
20 allowed under Section 7, shall meet the Village's Erosion Control and Stormwater Management
21 Ordinance and technical requirements, and shall pay associated stormwater management and
22 erosion control fees to the Village per the requirements of the Village's stormwater utility.
23 Within and serving lands developed with such new developments, the Village shall pay for and
24 provide stormwater management at a comparable service level to that provided within the
25 Village.

26 **D. Future Cooperation on Stormwater Management Planning.** The Parties agree that
27 as development occurs it shall be necessary to implement storm/surface water controls in
28 cooperation with one another, and that current stormwater management issues exist. In
29 particular, the Parties agree to undertake a joint stormwater analysis, guided by the Joint
30 Planning Committee or a subcommittee thereof as decided by that Committee. The goal of said
31 analysis is to arrive at mutually agreeable, technically sound approaches to manage stormwater
32 that flows between the two municipalities. Areas of concern include, but may not be limited to,
33 the Durst Road area, flash flooding within the Village, and controlled stormwater flows in a
34 northwest to southeast manner through the New Glarus community. Approaches to be considered
35 may include stormwater management facilities located in the Town that primarily benefit
36 properties within the Village and vice versa, along with a joint stormwater utility. The Parties
37 further agree that such analysis shall be conducted by a professional stormwater engineer;
38 commissioned to begin no later than April 1, 2016; and jointly funded per Section 13A6.

39

1 **SECTION 17: ENVIRONMENTAL EVALUATION OF THE PLAN**

2 A. The Village and the Town have evaluated the environmental consequences of the
3 Cooperative Plan, including air and water pollution impacts, energy use, and likelihood of
4 facilitating unplanned urban and rural development. Both Parties expect minimal negative
5 impacts, and in fact see benefits given that this Cooperative Plan reinforces local comprehensive
6 plans and components thereof. The Cooperative Plan facilitates consistent and cohesive Village
7 and Town planning for the infrastructure and other development in the Planning Area. The
8 Cooperative Plan is believed to be consistent with all applicable state and federal laws, municipal
9 regulations, shoreland zoning ordinances, and administrative rules.

10 B. Because intensive manufacturing development is not anticipated by this Plan, the
11 Village and Town represent that there should be no potential adverse environmental
12 consequences (including air and water pollution) related to manufacturing development. The
13 Village and Town Comprehensive Plans reduce the potential impact of unplanned urban and
14 rural development by providing for open space while concentrating the location of residential
15 and non-residential development. The reservation of all natural areas, wetlands, and floodplains,
16 shall allow for the continuation of natural vegetation absorbing air pollutants and preventing soil
17 erosion.

18 C. The Village of New Glarus Wastewater Treatment Plant has adequate capacity to
19 serve the Village and Town under the service requirements of this Cooperative Plan, without
20 undue environmental risk, and subject to future evaluation. The Plant was sized to accommodate
21 large residential development proposals that have yet to come to fruition. Construction site
22 maintenance and erosion control for new construction shall be regulated by Village and Town
23 ordinances, as applicable.

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

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

32
33 **SECTION 18: AUTHORIZING RESOLUTIONS, COOPERATIVE PLAN ADOPTION**
34 **RESOLUTIONS, AND RECORD OF PUBLIC PARTICIPATION**

35 A. **Initial Authorizing Resolutions.** Section 66.0307(4)(a), Wisconsin Statutes, requires
36 that initial authorizing resolutions for the preparation of a Cooperative Plan shall be approved by
37 each participating municipality (that is, the Village and the Town) before Cooperative Plan
38 preparation may commence. Authorizing resolutions shall be dated and signed by the chief
39 elected official and attested by the municipal clerk of each municipality participating in the

1 Cooperative Plan. Copies of the Village and the Town initial authorizing resolutions and
2 information verifying their distribution as required by Wisconsin Statutes are found in **Exhibit 6**.

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

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

11

12 **SECTION 19: NO THIRD PARTY BENEFICIARY**

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

16

17 **SECTION 20: ADMINISTRATION OF THIS COOPERATIVE PLAN**

18 This Cooperative Plan shall be administered on behalf of the Town by the Town
19 Chairperson or the Town Board Chairperson's designee, and on behalf of the Village by the
20 Village Administrator. The appointment of a designee shall be in writing, and the other Party to
21 this Cooperative Plan shall be notified in writing of the appointment. The governing body of
22 either Party may designate a different representative at any time by similar notice. The
23 Administration of this Cooperative Plan shall include implementation of policies and procedures
24 that shall effectuate the purposes and spirit of this Cooperative Plan.

25

26 **SECTION 21: ENFORCEMENT**

27 **A. Remedies.** This Cooperative Plan is intended to provide each Party with the right and
28 standing to challenge by court action (including action by certiorari or otherwise to declare a
29 governmental act invalid) any act or omission which violates this Cooperative Plan. This
30 Cooperative Plan is intended to provide each Party with the right and standing to seek any
31 available legal or equitable remedy to enforce this Cooperative Plan and to seek damages for the
32 breach of this Cooperative Plan. If one Party brings a legal action to enforce this Cooperative
33 Plan against the other Party, and if the Court finds that the Party against whom enforcement is
34 sought was unreasonable in its failure to comply with the Cooperative Plan, the Court may award
35 the prevailing Party its reasonable attorney fees and costs in full or part.

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

12 **C. Limitation on Commencement of Civil Action.** No civil action may be commenced
13 until after thirty (30) days from the effective date of written notice required by this Cooperative
14 Plan, except that a Party may commence an action seeking specific performance or injunctive
15 relief in less than thirty (30) days if, in that Party's good faith judgment, such an action is
16 necessary to protect the public health, safety or welfare. Except as otherwise provided in this
17 Cooperative Plan, the prevailing Party in any action concerning an alleged breach of this
18 Cooperative Plan shall be entitled to recover from the other Party its reasonable costs and
19 expenses of litigation, including reasonable actual attorney's fees.

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

25 **E. Waivers.** The failure of either Party to require strict performance with any provision
26 of this Cooperative Plan shall not constitute a waiver of the provision or of any of the Parties'
27 rights under this Cooperative Plan. A right or obligation under this Cooperative Plan may only
28 be waived, released, or modified in writing by the Party waiving, releasing, or modifying the
29 right or obligation. If a right or obligation of a Party is being waived, released, or modified,
30 such action shall not constitute a waiver, release, or modification of any other right or obligation
31 of either Party. Each waiver, release, or modification shall affect only the specific right or
32 obligation being waived, released, or modified, and shall not affect the remaining rights or
33 obligations in this Cooperative Plan.

34
35 **SECTION 22: NO CHALLENGES TO THIS COOPERATIVE PLAN**

36 The Village and the Town hereby waive any right each may have to commence or
37 maintain any civil action or other proceeding to contest, invalidate or challenge this Cooperative
38 Plan or any of the actions required by this Cooperative Plan, or to take any actions, either
39 directly or indirectly, to oppose in any other way, or to initiate, promote or support the
40 opposition of this Cooperative Plan or any of the actions required, or rights granted by this
41 Cooperative Plan.

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SECTION 23: AMENDMENT

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

SECTION 24: GOOD FAITH AND FAIR DEALING

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

SECTION 25: SEVERABILITY

Each 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.

SECTION 26: INVALID OR INEFFECTIVE ORDINANCE

In the event that any ordinance, including but not limited to annexation 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. Nothing in this section shall be construed to prohibit a Party from unilaterally enacting a new ordinance or taking similar action consistent with this Cooperative Plan where not prohibited by law to remedy the cause of invalidity of the prior action. The Parties shall use reasonable efforts to find, design and implement a means of successfully accomplishing the intent of this Cooperative Plan.

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SECTION 27: IMPLEMENTATION

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

SECTION 28: 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, renumbered or amended from time to time.

SECTION 29: SECTION AND PARAGRAPH TITLES

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

SECTION 30: INTERPRETATION

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

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

1 mailing, or upon actual receipt without regard to the method of transmission, whichever occurs
2 first.
3

DRAFT

Legend

-  Revised Boundary of Territory Subject to Cooperative Plan (*Planning Area*)
-  Short Term Attachment Areas (*Highway Rights-of-Way*)
-  July 2012 Municipal Limits
-  Village of New Glarus July 2012 (*All other Lands in Town of New Glarus in July 2012*)
-  Stream

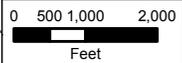
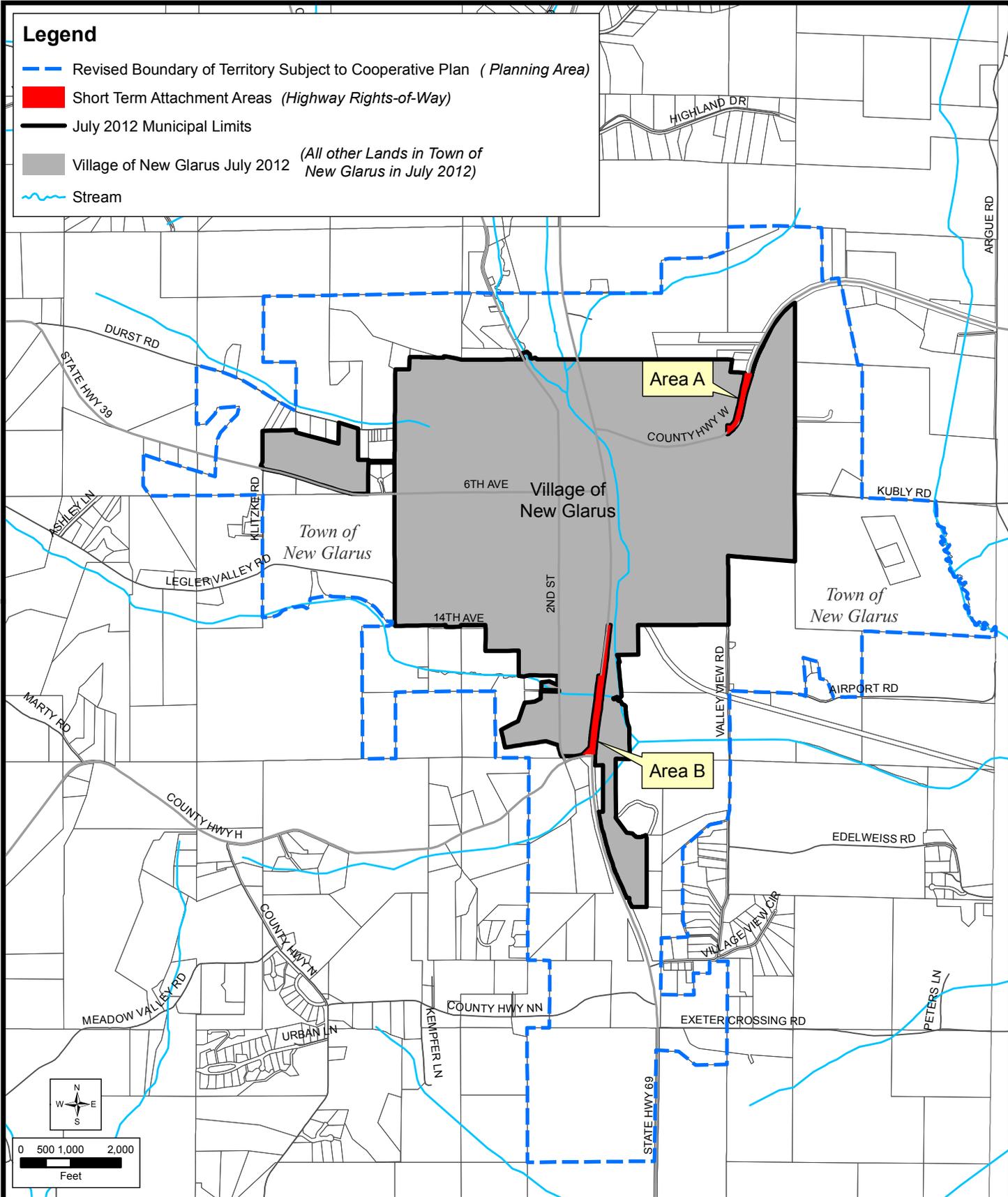


EXHIBIT 1
TERRITORY SUBJECT TO COOPERATIVE PLAN ("PLANNING AREA")
VILLAGE/TOWN OF NEW GLARUS COOPERATIVE PLAN
JULY 2012



EXHIBIT 1
1211.701

1 **EXHIBIT 2: LEGAL DESCRIPTIONS OF BOUNDARY ADJUSTMENT AREAS**

2 Legal descriptions of Areas A and B on Exhibit 1 (i.e., existing Town Highway 19 and W spokes
3 into the Village) will be included in this exhibit to the Cooperative Plan prior to the public
4 hearing date.

5 Area A

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7 Area B

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DRAFT

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**EXHIBIT 3: VILLAGE OF NEW GLARUS PERIPHERAL AND
EXTRATERRITORIAL AREA PLAN**

(2009 version, update with September 2012 version when adopted)

See separate Exhibit 3 document (large file size)

DRAFT

EXHIBIT 4: VILLAGE OF NEW GLARUS OFFICIAL MAP (2011)

See separate Exhibit 4 document (large file size)

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**EXHIBIT 5: VILLAGE OF NEW GLARUS/TOWN OF NEW GLARUS
EXTRATERRITORIAL ZONING ORDINANCE (2006)**

See separate Exhibit 5 document (large file size)

DRAFT

VILLAGE OF NEW GLARUS
RESOLUTION R10-19

AUTHORIZING PARTICIPATION IN PREPARATION OF A COOPERATIVE
BOUNDARY PLAN

The Village Board of the Village of New Glarus, Green County, Wisconsin, by this resolution adopted by a majority of the Board of Trustees on a roll call vote with a quorum present and voting and proper notice having been given, resolves and orders as follows:

The participation by the Village Board in preparation of a cooperative boundary plan under s. 66.0307 Wis. Stats., and in accordance with 66.0307(4), Wis. Stats., is authorized.

The Village Clerk shall provide notice of this adopted resolution to the following within 5 days of the adoption of this resolution:

1. State of Wisconsin, Department of Administration
2. State of Wisconsin, Department of Natural Resources
3. State of Wisconsin, Department of Agriculture, Trade & Consumer Protection
4. State of Wisconsin, Department of Transportation
5. The clerk of each county in which a participating municipality is located.
 - a. County of Green
6. Each county zoning agency or regional planning commission whose jurisdiction includes a participating municipality.
7. The clerks of each of the following, being local governmental units with any part of its territory within 5 miles of any participating municipality:
 - a. Municipalities of Town of New Glarus, Town of Exeter, Town of Mt. Pleasant, Town of Washington, Town of Adams, Town of York, Town of Primrose, Town of Perry, and Town of Montrose
 - b. School District: New Glarus School District
 - c. Technical College: Madison Area Technical College

Adopted this 20th day of July, 2010

PRESENTED BY: Jim Salter
DATE: 6/15/10
ADOPTED: 6/15/10



Jim Salter, President



Lynne R. Erb, Clerk

EXHIBIT 6: AUTHORIZING RESOLUTIONS AND VERIFICATION OF DISTRIBUTION

TOWN OF NEW GLARUS, WISCONSIN

RESOLUTION – NUMBER 2010-08-03

**A RESOLUTION AUTHORIZING PARTICIPATION IN PREPARATION OF A
COOPERATIVE BOUNDARY PLAN**

The Town Board of the Town of New Glarus, Green County Wisconsin, by this resolution adopted by a majority of the Board of Trustees on a roll call vote with a quorum present and voting and proper notice having been given, resolves and orders as follows:

The participation by the Town Board in preparation of a cooperative boundary plan under §66.0307 Wis. Stats., and in accordance with §66.0307(4), Wis. Stats., is authorized.

The Town Clerk shall provide notice of this adopted resolution to the following within 5 days of the adoption of this resolution:

1. State of Wisconsin, Department of Administration
2. State of Wisconsin, Department of Natural Resources
3. State of Wisconsin, Department of Agriculture, Trade and Consumer Protection
4. State of Wisconsin, Department of Transportation
5. The clerk of each county in which a participating municipality is located.
 - a. County of Dane
 - b. County of Green
6. Each county zoning agency or regional planning commission whose jurisdiction includes a participating municipality.
 - a. Dane County Planning & Development
 - b. Green County Zoning Department
7. The clerks of each of the following, being local governmental units with any part of its territory within 5 miles of any participating municipality:
 - a. Municipalities: Town of Primrose, Town of Perry, Town of Montrose, Town of York, Town of Adams, Town of Washington, Town of Exeter, Town of Mt. Pleasant, Village of New Glarus, Village of Belleville, and Village of Monticello
 - b. School District: New Glarus, Monticello
 - c. Technical College: Madison Area Technical College, Blackhawk Technical College

The Town Clerk shall properly post or publish this resolution as required under §60.80., Wis. Stats.

Adopted this 3rd day of August, 2010 by the Town Board of The Town of New Glarus, GreenCounty.

By: _____
Keith Seward, Town Chair

ATTEST: _____
Patricia Salter, Clerk-Treasurer

Dean Streiff, Town Supervisor

Chris Narveson, Town Supervisor

James Hoesly, Town Supervisor

Robert Elkins, Town Supervisor



Village of New Glarus

319 Second St.
P.O. Box 399
New Glarus, WI 53574

www.newglarusvillage.com

Phone: (608) 527-2510
Fax: (608) 527-2062

July 21, 2010

RESOLUTION AUTHORIZING PARTICIPATION IN PREPARATION OF A COOPERATIVE BOUNDARY PLAN

To Whom It May Concern:

The attached Village of New Glarus Resolution 10-19 Authorizing Participation in Preparation of a Cooperative Boundary Plan is being provided to you as required by Wisconsin State Stats. 66.0307(4). The Village Board of the Village of New Glarus approved the Resolution at their July 20, 2010 regular meeting. The Village of New Glarus and Town of New Glarus are negotiating a possible cooperative boundary agreement.

If you have any questions, please contact Administrator Nic Owen at (608)527-5971.

Sincerely,

Lynne R. Erb
Clerk-Treasurer

Attachment: Village of New Glarus Resolution 10-19

Nicholas W. Owen
Administrator
email: nowen@newglarusvillage.com

An equal opportunity/affirmative action employer

Lynne R. Erb, CMC, CMTW
Clerk - Treasurer
email: ngclerk@newglarusvillage.com



EXHIBIT 6: AUTHORIZING RESOLUTIONS AND VERIFICATION OF DISTRIBUTION

mailed 7/22/10

STATE OF WISCONSIN-DEPT OF ADMINISTRATION
101 E. Wilson St.
Madison, Wisconsin 53703

STATE OF WISCONSIN-DEPT OF NATURAL RESOURCES
101 S. Webster Street
PO BOX 7921
MADISON WI 53707-7921

STATE OF WISCONSIN-DEPT OF AGRICULTURE, TRADE & CONSUMER PROTECTION
PO Box 8911
MADISON WI 53708-8911

STATE OF WISCONSIN-DEPT OF TRANSPORTATION
HILL FARMS STATE TRANSPORTATION BUILDING
4802 SHEBOYGAN AVENUE
P.O. BOX 7999
MADISON WI 53707-7999

GREEN COUNTY COURTHOUSE
1016 16TH AVENUE
MONROE WI 53566

GREEN COUNTY ZONING
ADAM WIEGEL
PLEASANT VIEW COMPLEX
N3150 HWY 81
MONROE WI 53566

TOWN OF NEW GLARUS
PATTIE SALTER, CLERK
PO BOX 448
NEW GLARUS WI 53574

TOWN OF EXETER
CANDEE CHRISTEN, CLERK
N9474 CHRISTEN ROAD
BELLEVILLE WI 53508

TOWN OF MT PLEASANT
SUSAN WETHERINGTON, CLERK
N5761 CTH F
MONTICELLO WI 53570

TOWN OF WASHINGTON
EMILY WILD, CLERK
N5540 ISELY LANE

EXHIBIT 6: AUTHORIZING RESOLUTIONS AND VERIFICATION OF DISTRIBUTION

MONROE WI 53566

TOWN OF ADAMS
BRENDA EMBERSON, CLERK
N6775 CTH A
ARGYLE WI 53504

TOWN OF YORK
NANCY ANDERSON, CLERK
N8791 YORK CENTER RD
BLANCHARDVILLE WI 53516

TOWN OF PRIMROSE
WINNIE LOSENEGGER, CLERK
8762 CTY G
MT HOREB WI 53572

TOWN OF PERRY
MARY PRICE, CLERK
1004 HWY. 78 SOUTH
MT HOREB WI 53572

TOWN OF MONTROSE
JULIE L. BIGLER, CLERK
1341 DIANE AVENUE
BELLEVILLE, WI 53508

NEW GLARUS SCHOOL DISTRICT
P.O. BOX 37
NEW GLARUS WI 53574

MADISON AREA TECHNICAL COLLEGE
3550 ANDERSON STREET
MADISON WI 53704

EXHIBIT 6: AUTHORIZING RESOLUTIONS AND VERIFICATION OF DISTRIBUTION

July 22, 2010

Jeff Isely
Town of Adams
W8593 Puddledock Road
Argyle, WI 53504

Re: A Resolution Authorizing Participation in Preparation of a Cooperative Boundary Plan

Dear Jeff,

This letter is written to notify you that the Town of New Glarus and the Village of New Glarus have resolved to work towards a Cooperative Boundary Plan. In accordance with §66.0307 Wis. Stats., we are required to notify you of this action.

Enclosed is a copy of this resolution for your files.

Please feel free to contact our office if you have any questions regarding this document.

Sincerely,

Patricia I. Salter
Clerk-Treasurer, WCMC

Encl. Resolution Number 2010-08-03

EXHIBIT 6: AUTHORIZING RESOLUTIONS AND VERIFICATION OF DISTRIBUTION

July 22, 2010

Ted Fahey
Town of Exeter
W3858 Fahey Road
Belleville, WI 53508

Re: A Resolution Authorizing Participation in Preparation of a Cooperative Boundary Plan

Dear Ted,

This letter is written to notify you that the Town of New Glarus and the Village of New Glarus have resolved to work towards a Cooperative Boundary Plan. In accordance with §66.0307 Wis. Stats., we are required to notify you of this action.

Enclosed is a copy of this resolution for your files.

Please feel free to contact our office if you have any questions regarding this document.

Sincerely,

Patricia I. Salter
Clerk-Treasurer, WCMC

Encl. Resolution Number 2010-08-03

EXHIBIT 6: AUTHORIZING RESOLUTIONS AND VERIFICATION OF DISTRIBUTION

July 22, 2010

Sally Roe
Town of Mt. Pleasant
N5680 Gutzmer Road
Monticello, WI 53570

Re: A Resolution Authorizing Participation in Preparation of a Cooperative Boundary Plan

Dear Sally,

This letter is written to notify you that the Town of New Glarus and the Village of New Glarus have resolved to work towards a Cooperative Boundary Plan. In accordance with §66.0307 Wis. Stats., we are required to notify you of this action.

Enclosed is a copy of this resolution for your files.

Please feel free to contact our office if you have any questions regarding this document.

Sincerely,

Patricia I. Salter
Clerk-Treasurer, WCMC

Encl. Resolution Number 2010-08-03

EXHIBIT 6: AUTHORIZING RESOLUTIONS AND VERIFICATION OF DISTRIBUTION

July 22, 2010

Richard Rufer
Town of Washington
W6295 Tucker Road
Monticello, WI 53570

Re: A Resolution Authorizing Participation in Preparation of a Cooperative Boundary Plan

Dear Richard,

This letter is written to notify you that the Town of New Glarus and the Village of New Glarus have resolved to work towards a Cooperative Boundary Plan. In accordance with §66.0307 Wis. Stats., we are required to notify you of this action.

Enclosed is a copy of this resolution for your files.

Please feel free to contact our office if you have any questions regarding this document.

Sincerely,

Patricia I. Salter
Clerk-Treasurer, WCMC

Encl. Resolution Number 2010-08-03

EXHIBIT 6: AUTHORIZING RESOLUTIONS AND VERIFICATION OF DISTRIBUTION

July 22, 2010

Dan Reeson
Town of York
W8161 Reeson Lane
Blanchardville, WI 53516

Re: A Resolution Authorizing Participation in Preparation of a Cooperative Boundary Plan

Dear Dan,

This letter is written to notify you that the Town of New Glarus and the Village of New Glarus have resolved to work towards a Cooperative Boundary Plan. In accordance with §66.0307 Wis. Stats., we are required to notify you of this action.

Enclosed is a copy of this resolution for your files.

Please feel free to contact our office if you have any questions regarding this document.

Sincerely,

Patricia I. Salter
Clerk-Treasurer, WCMC

Encl. Resolution Number 2010-08-03

EXHIBIT 6: AUTHORIZING RESOLUTIONS AND VERIFICATION OF DISTRIBUTION

July 22, 2010

Terry Kringle
Village of Belleville
322 N. Shore Drive
Belleville, WI 53508

Re: A Resolution Authorizing Participation in Preparation of a Cooperative Boundary Plan

Dear Terry,

This letter is written to notify you that the Town of New Glarus and the Village of New Glarus have resolved to work towards a Cooperative Boundary Plan. In accordance with §66.0307 Wis. Stats., we are required to notify you of this action.

Enclosed is a copy of this resolution for your files.

Please feel free to contact our office if you have any questions regarding this document.

Sincerely,

Patricia I. Salter
Clerk-Treasurer, WCMC

Encl. Resolution Number 2010-08-03

EXHIBIT 6: AUTHORIZING RESOLUTIONS AND VERIFICATION OF DISTRIBUTION

July 22, 2010

Steve Graber
Village of Monticello
568 Greenview Avenue
Monticello, WI 53570

Re: A Resolution Authorizing Participation in Preparation of a Cooperative Boundary Plan

Dear Steve ,

This letter is written to notify you that the Town of New Glarus and the Village of New Glarus have resolved to work towards a Cooperative Boundary Plan. In accordance with §66.0307 Wis. Stats., we are required to notify you of this action.

Enclosed is a copy of this resolution for your files.

Please feel free to contact our office if you have any questions regarding this document.

Sincerely,

Patricia I. Salter
Clerk-Treasurer, WCMC

Encl. Resolution Number 2010-08-03

EXHIBIT 6: AUTHORIZING RESOLUTIONS AND VERIFICATION OF DISTRIBUTION

July 22, 2010

Jim Salter
Village of New Glarus
1000 8th Street
Apt 1
New Glarus, WI 53574

Re: A Resolution Authorizing Participation in Preparation of a Cooperative Boundary Plan

Dear Jim,

This letter is written to notify you that the Town of New Glarus and the Village of New Glarus have resolved to work towards a Cooperative Boundary Plan. In accordance with §66.0307 Wis. Stats., we are required to notify you of this action.

Enclosed is a copy of this resolution for your files.

Please feel free to contact our office if you have any questions regarding this document.

Sincerely,

Patricia I. Salter
Clerk-Treasurer, WCMC

Encl. Resolution Number 2010-08-03

EXHIBIT 6: AUTHORIZING RESOLUTIONS AND VERIFICATION OF DISTRIBUTION

July 22, 2010

Dale Judd
Town of Primrose
8931 County G
Mt. Horeb, WI 53572

Re: A Resolution Authorizing Participation in Preparation of a Cooperative Boundary Plan

Dear Dale,

This letter is written to notify you that the Town of New Glarus and the Village of New Glarus have resolved to work towards a Cooperative Boundary Plan. In accordance with §66.0307 Wis. Stats., we are required to notify you of this action.

Enclosed is a copy of this resolution for your files.

Please feel free to contact our office if you have any questions regarding this document.

Sincerely,

Patricia I. Salter
Clerk-Treasurer, WCMC

Encl. Resolution Number 2010-08-03

EXHIBIT 6: AUTHORIZING RESOLUTIONS AND VERIFICATION OF DISTRIBUTION

July 22, 2010

Pat Downing
Town of Perry
1004 Hwy 78 South
Mt. Horeb, WI 53572

Re: A Resolution Authorizing Participation in Preparation of a Cooperative Boundary Plan

Dear Pat,

This letter is written to notify you that the Town of New Glarus and the Village of New Glarus have resolved to work towards a Cooperative Boundary Plan. In accordance with §66.0307 Wis. Stats., we are required to notify you of this action.

Enclosed is a copy of this resolution for your files.

Please feel free to contact our office if you have any questions regarding this document.

Sincerely,

Patricia I. Salter
Clerk-Treasurer, WCMC

Encl. Resolution Number 2010-08-03

EXHIBIT 6: AUTHORIZING RESOLUTIONS AND VERIFICATION OF DISTRIBUTION

July 22, 2010

Roger Hodel
Town of Montrose
1341 Diane Avenue
Belleville, WI 53508

Re: A Resolution Authorizing Participation in Preparation of a Cooperative Boundary Plan

Dear Roger,

This letter is written to notify you that the Town of New Glarus and the Village of New Glarus have resolved to work towards a Cooperative Boundary Plan. In accordance with §66.0307 Wis. Stats., we are required to notify you of this action.

Enclosed is a copy of this resolution for your files.

Please feel free to contact our office if you have any questions regarding this document.

Sincerely,

Patricia I. Salter
Clerk-Treasurer, WCMC

Encl. Resolution Number 2010-08-03

EXHIBIT 6: AUTHORIZING RESOLUTIONS AND VERIFICATION OF DISTRIBUTION

July 22, 2010

Robert Ohlsen
Dane County Clerk
City County Building, Rm 106 A
210 Martin Luther King, Jr. Blvd
Madison, WI 53703

Re: A Resolution Authorizing Participation in Preparation of a Cooperative Boundary Plan

Dear Robert,

This letter is written to notify you that the Town of New Glarus and the Village of New Glarus have resolved to work towards a Cooperative Boundary Plan. In accordance with §66.0307 Wis. Stats., we are required to notify you of this action.

Enclosed is a copy of this resolution for your files.

Please feel free to contact our office if you have any questions regarding this document.

Sincerely,

Patricia I. Salter
Clerk-Treasurer, WCMC

Encl. Resolution Number 2010-08-03

EXHIBIT 6: AUTHORIZING RESOLUTIONS AND VERIFICATION OF DISTRIBUTION

July 22, 2010

Mike Doyle
Green County Clerk
Green County Courthouse
1016 16th Avenue
Monroe, WI 53566

Re: A Resolution Authorizing Participation in Preparation of a Cooperative Boundary Plan

Dear Mike,

This letter is written to notify you that the Town of New Glarus and the Village of New Glarus have resolved to work towards a Cooperative Boundary Plan. In accordance with §66.0307 Wis. Stats., we are required to notify you of this action.

Enclosed is a copy of this resolution for your files.

Please feel free to contact our office if you have any questions regarding this document.

Sincerely,

Patricia I. Salter
Clerk-Treasurer, WCMC

Encl. Resolution Number 2010-08-03

EXHIBIT 6: AUTHORIZING RESOLUTIONS AND VERIFICATION OF DISTRIBUTION

July 22, 2010

Dane County Department of Planning & Development
City County Building, Rm 116
210 Martin Luther King, Jr. Blvd
Madison, WI 53703

Re: A Resolution Authorizing Participation in Preparation of a Cooperative Boundary Plan

Dear Sir or Madam,

This letter is written to notify you that the Town of New Glarus and the Village of New Glarus have resolved to work towards a Cooperative Boundary Plan. In accordance with §66.0307 Wis. Stats., we are required to notify you of this action.

Enclosed is a copy of this resolution for your files.

Please feel free to contact our office if you have any questions regarding this document.

Sincerely,

Patricia I. Salter
Clerk-Treasurer, WCMC

Encl. Resolution Number 2010-08-03

EXHIBIT 6: AUTHORIZING RESOLUTIONS AND VERIFICATION OF DISTRIBUTION

July 22, 2010

Green County Zoning
Green County Courthouse
1016 16th Avenue
Monroe, WI 53566

Re: A Resolution Authorizing Participation in Preparation of a Cooperative Boundary Plan

Dear Sir or Madam,

This letter is written to notify you that the Town of New Glarus and the Village of New Glarus have resolved to work towards a Cooperative Boundary Plan. In accordance with §66.0307 Wis. Stats., we are required to notify you of this action.

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Clerk-Treasurer, WCMC

Encl. Resolution Number 2010-08-03

EXHIBIT 6: AUTHORIZING RESOLUTIONS AND VERIFICATION OF DISTRIBUTION

July 22, 2010

State of Wisconsin
Department of Transportation
4802 Sheboygan Avenue
Madison, WI 53707-7999

Re: A Resolution Authorizing Participation in Preparation of a Cooperative Boundary Plan

Dear Sir or Madam,

This letter is written to notify you that the Town of New Glarus and the Village of New Glarus have resolved to work towards a Cooperative Boundary Plan. In accordance with §66.0307 Wis. Stats., we are required to notify you of this action.

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Sincerely,

Patricia I. Salter
Clerk-Treasurer, WCMC

Encl. Resolution Number 2010-08-03

EXHIBIT 6: AUTHORIZING RESOLUTIONS AND VERIFICATION OF DISTRIBUTION

July 22, 2010

Rod Nilsestuen
State of Wisconsin
Dept of Agriculture, Trade and Consumer Protection
P.O. Box 8911
Madison, WI 53708-8911

Re: A Resolution Authorizing Participation in Preparation of a Cooperative Boundary Plan

Dear Rod,

This letter is written to notify you that the Town of New Glarus and the Village of New Glarus have resolved to work towards a Cooperative Boundary Plan. In accordance with §66.0307 Wis. Stats., we are required to notify you of this action.

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Sincerely,

Patricia I. Salter
Clerk-Treasurer, WCMC

Encl. Resolution Number 2010-08-03

EXHIBIT 6: AUTHORIZING RESOLUTIONS AND VERIFICATION OF DISTRIBUTION

July 22, 2010

State of Wisconsin
Department of Natural Resources
P.O. Box 7921
Madison, WI 53707-7921

Re: A Resolution Authorizing Participation in Preparation of a Cooperative Boundary Plan

Dear Sir or Madam,

This letter is written to notify you that the Town of New Glarus and the Village of New Glarus have resolved to work towards a Cooperative Boundary Plan. In accordance with §66.0307 Wis. Stats., we are required to notify you of this action.

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Sincerely,

Patricia I. Salter
Clerk-Treasurer, WCMC

Encl. Resolution Number 2010-08-03

EXHIBIT 6: AUTHORIZING RESOLUTIONS AND VERIFICATION OF DISTRIBUTION

July 22, 2010

State of Wisconsin
Department of Administration
101 E. Wilson Street
Madison, WI 53703

Re: A Resolution Authorizing Participation in Preparation of a Cooperative Boundary Plan

Dear Sir or Madam,

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Sincerely,

Patricia I. Salter
Clerk-Treasurer, WCMC

Encl. Resolution Number 2010-08-03

1 **EXHIBIT 7: LOCAL COOPERATIVE PLAN ADOPTING RESOLUTIONS**

2

3 Exhibit 7 to be inserted once Cooperative Plan adopted by Town and Village

4

5

DRAFT

1 **EXHIBIT 8: PUBLIC HEARING COMMENTS**

2

3

4 Public hearing comments to be inserted once public hearing held

DRAFT