

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

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

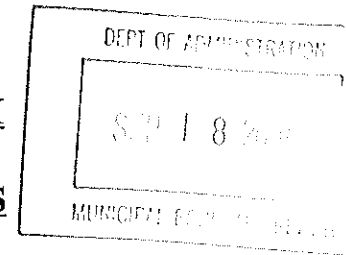


TABLE OF CONTENTS

1. Village of Paddock Lake/Town of Salem Cooperative Plan Under Section 66.0307, Wisconsin Statutes
 - Attachment "A" - Transcript of Public Hearing
 - Attachment "B" - Intergovernmental Boundary Map
 - Attachment "C-1" - Village Growth Area legal description to Sanitary Sewer Service Agreement between the Town of Salem and the Village of Paddock Lake
 - Attachment "C-2" - Map of Village Growth Area
 - Attachment "D" - Sanitary Sewer Service Agreement between the Town of Salem and the Village of Paddock Lake
 - Attachment "E" - Existing Land Use Map
 - Attachment "F" - Fox River and Des Plaines River Tributary Map
 - Attachment "G" - Section 66.0201 and Section 66.0211 of the Wisconsin Statutes
 - Attachment "H" - Town of Salem and Village of Paddock Lake initial authorizing resolutions
 - Attachment "I" - Attest by Affidavit regarding transmittal of authorizing resolution
 - Attachment "J" - Town of Salem and Village of Paddock Lake resolutions requesting approval by State of Wisconsin Dept. of Administration
2. Letters of approval authorities
3. Notice of Public Hearing for the Village of Paddock Lake and Town of Salem Cooperative Plan and Boundary Agreement
4. Intergovernmental Agreements for Village of Paddock Lake
5. Intergovernmental Agreements for Town of Salem
6. Section 66.0307 of the Wisconsin Statutes
7. Memo from Village Building Inspector regarding affordable housing
8. Village of Paddock Lake Comprehensive Plan

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

COPY

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

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

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

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

and,

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

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

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

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

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

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

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

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

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

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

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

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

WITNESSETH:

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

**SECTION 1
PARTICIPATING MUNICIPALITIES**

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

**SECTION 2
CONTACT PERSON**

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

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

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

**SECTION 4
ISSUES, PROBLEMS, OPPORTUNITIES**

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

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

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

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

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

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

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

SECTION 5 VILLAGE GROWTH AREA/BOUNDARY ADJUSTMENT AREA OF TOWN

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

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

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

SECTION 7
TERM OF THE BOUNDARY ADJUSTMENT PERIOD

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

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

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

8.01 The limits of the Village bordering the Town as expanded through the attachment of the Village Growth Area under this Cooperative Plan, as depicted on Attachment C-2, shall constitute the boundary line between the Village and the Town. The Village may attach areas within the Village Growth Area as provided by this Cooperative Plan, but will not attach and hereby waives its right to attach portions of the Town outside the Village Growth Area, except where the Town Board petitions the Village for attachment.

The Village shall not accept any annexation petition nor pass any ordinance of annexation which annexes property in the Town to the Village which lies outside the Village Growth Area without Town approval.

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

SECTION 9
SANITARY SEWER SERVICE

9.01 The Village and the Town have entered into Preexisting Intergovernmental Agreements, some of which were in effect upon the date of approval of this Cooperative Plan by the Parties. The Village and the Town have operated and will continue to operate under the terms and conditions of those agreements which are in effect until such time as this Cooperative Plan is approved by the State of Wisconsin, Department of Administration.

If, for whatever reason, this Cooperative Plan is not approved by the State of Wisconsin, Department of Administration, it is the intention of the Village and the Town that all other

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 12 PROCEDURE FOR ATTACHMENT

12.01 Procedure for Intermediate Attachments.

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

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

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

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

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

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

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

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

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

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

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

SECTION 13

LOCAL ORDINANCES AFFECTING VILLAGE GROWTH AREA

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

13.01 Attached Territory. The Town territory, upon attachment to the Village under this Cooperative Plan, shall become Village territory subject to all the Village Zoning and Code of General Ordinances on the effective date of the attachment, subject to the provisions of Section 10.05 of this Cooperative Plan respecting nonconforming uses.

13.02 Town Territory in The Village Growth Area.

13.02.1 Town territory in the Village Growth Area, prior to attachment, shall be subject to any County Zoning Ordinance applicable within the Village limits; for example, shoreland and public health ordinances. Village will assume and exercise all obligations and responsibilities, and review and approval authority of the Town in administering all Kenosha County zoning ordinances applicable to the Village Growth Area, including zoning ordinances adopted under ss. 59.692, 87.30, and 91.71 to 91.78, Wisconsin Statutes, where appropriate, as of the effective date of this Cooperative Plan.

SECTION 14 LOCAL ORDINANCES, COUNTY ORDINANCES AND MUTUAL AGREEMENTS AFFECTING TOWN AREAS OUTSIDE VILLAGE GROWTH AREA

14.01 The Town territory not included in the Village Growth Area shall continue to be governed by the General Ordinances of the Town and the County of Kenosha relating to zoning.

The Town has not enacted zoning regulations and has relied upon the County to provide for said zoning regulations pursuant to ss. 59.69, Wisconsin Statutes. The County regulations and the enforcement thereof are to remain with the County subject to change only in accordance with the provisions of the statute or incorporation to a village or Village.

SECTION 15 STORM WATER MANAGEMENT AND CONTROL

15.01 It is a finding of fact between the Town of Salem and the Village of Paddock Lake that uncontrolled storm water runoff and construction site erosion from land development and land disturbing activities can have significant adverse impacts upon local water resources and the health, safety and general welfare of the community and diminish the public enjoyment and use of natural resources.

15.02 To that end, it is in both municipalities' interests to establish regulatory requirements for land development and land disturbing activities aimed to minimize the threats to public health, safety, welfare, and the natural resources from construction site erosion and post-construction storm water runoff.

15.03 It is recommended that each municipality adopt erosion control and storm water management ordinances addressing control of both water quantity and quality. It is further recommended that storm water management plans be prepared for areas of significant existing and/or planned urban development. Priority should be given to those

watersheds which experience serious drainage problems and those which are expected to develop first.

15.04 It is recommended that ordinances be consistent with the non-point source pollution control standards set forth in Chapter NR 151, Runoff Management, of the Wisconsin Administrative Code and that they include provisions to encourage low impact source controls and storm water management practices designed to maintain pre-development hydrologic conditions by promoting infiltration where appropriate. Chapter NR 152 of the Wisconsin Administrative Code, "Model Ordinances for Construction Site Erosion Control and Storm Water Management", can serve as a guide for development of the water quality control sections of the ordinance. That model is consistent with the requirements of Chapter NR 151.

15.05 Local ordinances should call for water quantity controls on new development that incorporate post-construction release rates. The study area encompasses a combination of lands that are ultimately tributary to the Fox River and lands that are ultimately tributary to the Des Plaines River (see attachment "F"). For the lands within the Fox River watershed, the ordinances should require controls such that the post-construction peak storm water discharge rates shall not exceed the pre-construction peak discharge rates for the 2-year, 10-year, and 100-year, 24-hour design storms. It is recommended that a different standard is used for lands within the Des Plaines River watershed. A 2003 study completed by the Southeastern Wisconsin Regional Planning Commission, "A Comprehensive Plan for the Des Plaines Watershed", recommends that ordinances be created to require controls to meet the post-construction 2-year storm peak discharge rate of 0.04 cubic per second per acre of new development and the 100-year peak discharge rate of 0.30 cubic feet per second per acre of new development. These release rates should be considered as maximums.

15.06 It is also a finding of fact that in compliance with the provisions of Chapter 283 of the Wisconsin State Statutes and Chapters NR 151 and 216 of the Wisconsin Administrative code, owners and operators of municipal separate storm sewer systems (MS4s) will be permitted to discharge storm water from all portions of the municipal separate storm sewer system owned or operated by the municipality to waters of the state in accordance with the Wisconsin Pollutant Discharge Elimination System (WPDES) General Permit No. WI-S050075-1. The Town of Salem and the Village of Paddock Lake have been named as municipalities that will require MS4 permit Coverage. The Wisconsin Department of Natural Resources anticipates authorizing MS4 permit coverage to the municipalities covered under this agreement by late 2006 or 2007. This permit will require the municipalities to reduce pollutants that discharge through its MS4 via public education and outreach, public involvement and participation, illicit discharge detection and elimination, construction site pollutant control, post-construction pollutant control and practicing pollution prevention in its municipal operations.

SECTION 16
DESIGN AND CONSTRUCTION OF PUBLIC STREETS, SIDEWALKS,
IMPROVEMENTS AND PLACEMENT OF PUBLIC UTILITIES IN STREET
RIGHT-OF-WAY IN VILLAGE GROWTH AREA PRIOR TO ATTACHMENT OF TOWN
TERRITORY TO THE VILLAGE

16.01 The Town, within sixty (60) days of the Effective Date of this Agreement, shall adopt and apply Village standards in the Village Growth Area with respect to the design and construction of public streets, sidewalks, improvements generally placed in right-of-ways (trees, signs, etc.), and the placement of public utilities (including, but not limited to, water, electric, gas, telephone, and cable television, but not including sanitary sewers) in the street right-of-way.

Within the Village Growth Area prior to attachment of Town territory to the Village, when a party to this Cooperative Plan having jurisdiction over a street or highway which is situated on a Village/Town boundary line improves such street or highway, or when either the Village Water Utility or the Town install sanitary sewers or water mains within such boundary street or highway, and the territory of the other party is benefited by such improvements, the benefited party at the request of the party installing such improvements shall pay for its pro rata share of the cost of such improvement based upon the benefits received. Where the benefits received are specially assessable benefits to individual property owners, the parties mutually agree to assist in the levy and collection of said special assessments as provided by Wisconsin Statutes.

The party intending to perform such work in or upon a boundary street right-of-way is required to give notice to the other party not less than sixty (60) days before commencement of the work.

Any dispute regarding the appropriate allocation of costs shall be determined by a joint report promptly prepared and issued by the engineers for the Town or Village (as to street improvements), as appropriate. If and to the extent the engineers reach agreement, the issues shall be deemed to be finally resolved. If the engineers are not able to resolve disputed issues, the Village Administrator and the Town Chairperson or Designee are not able to resolve such issues after meeting at least twice within thirty (30) days following the issuance of the engineers' joint report or within such additional time as they may agree to in writing, a mutually satisfactory arbitrator shall be selected by the Village Administrator and the Town Chairperson or Designee within the next thirty (30) days or within such additional time as they may agree to in writing. The remaining disputed issues shall then be determined by binding arbitration. The Village and the Town shall equally share in the costs of arbitration. Alternatively, the Village Administrator and the Town Chairperson or Designee may agree in writing to litigate such issues in court, and such issues shall be litigated in court if they fail to reach timely agreement on the selection of an arbitrator. In either of which events the prevailing party shall have the right to recover from the other party its reasonable litigation expenses, including reasonable attorneys' fees.

SECTION 17
TOWN INCORPORATION AND AFFECT OF
TOWN INCORPORATION ON VILLAGE GROWTH AREA

17.01 It is further understood that at some time in the future a portion or all of the Town outside the Village Growth Area may be the subject of a petition to the State for incorporation into a village or city. The Village agrees that it shall not oppose any future incorporation petition filed by the Town or residents thereof under the standards for incorporation in Sections 66.0201 through 66.0211, Wisconsin Statutes, as said statutes exist on the effective date of this Cooperative Plan. A copy of said statutes are attached hereto as Attachment G.

The consolidation of the Town with a bordering Town, or the incorporation of the Town as a City or Village, will not affect the implementation of this Cooperative Plan, the boundary changes provided for, or the obligations of the Town and the Village under this Cooperative Plan. In the event of consolidation or incorporation of the Town, the ordinance for consolidation or order for incorporation shall include a provision obligating the surviving municipality to implement this Cooperative Plan, the boundary changes provided for, and to otherwise carry out the obligations of the Town and Village under this Cooperative Plan.

SECTION 18
ENVIRONMENTAL EVALUATION OF THE COOPERATIVE PLAN

18.01 The Village and the Town have evaluated the environmental consequences of this Cooperative Plan, including air and water pollution impacts, energy use, and effect on urban sprawl and expect minimum impacts. This Cooperative Plan facilitates consistent and coherent Town planning for infrastructure and other development in the Town territory. This Cooperative Plan is consistent with all applicable state and federal laws, municipal regulations, shore land zoning ordinances and administrative rules.

Because intensive manufacturing development is not anticipated by this Cooperative Plan, there are no potential adverse environmental consequences (including air and water pollution) related to manufacturing development. The Master Plan for the Village Growth Area reduces the potential impact of urban sprawl by providing for open space while concentrating the location of residential and commercial development. The reservation of all natural areas, wetlands, floodplains and upland woods will allow for the continuation of natural vegetation absorbing air pollutants and preventing soil erosion.

On the Effective Date, the Town Wastewater Treatment Plant has adequate capacity to serve the Village Growth Area and the Town Service Area existing on the Effective Date.

Construction site maintenance and erosion control for new construction shall be regulated in the Village Growth Area by Chapter XXXIII of the Village's Code of General Ordinances.

Section 15 of this Plan provides for storm water management and control in the Village Growth Area and in the Town as it relates to the development of storm water management plans and cooperative efforts to manage storm water.

The development of the Village Growth Area will be in compliance with State and Federal environmental laws and regulations. Sanitary sewer and water extensions will be subject to the Department of Natural Resources approvals. No major development is expected in the Village Growth Area which would require Federal or State air pollution control permits or waivers. Private wells upon premises served by Village water service in the Village Growth Area must be maintained under a permit or abandoned under the Village Code of General Ordinances.

This Cooperative Plan and the Sanitary Sewer Agreement provide for Town sanitary sewer service to the Village Growth Area. This service will provide for compact development and minimize urban sprawl in the Village Growth Area.

Based upon plans developed at the regional, county and local levels of government for the surrounding communities, the impact of the boundary changes and the development within the Village Growth Area affected by this Cooperative Plan will be compatible with, and will have no negative impacts on, the surrounding communities. All surrounding villages and towns are subject to zoning ordinances and land division control ordinances.

SECTION 19 PERIODIC CONFERENCES AND LONG-RANGE PLANNING

19.01 Town and Village shall confer from time to time, to review and discuss concerns relating to land use, stormwater management and drainage, boundary streets, capital improvement projects, and other matters of mutual concern.

SECTION 20 LAND DEVELOPMENT WITHIN THE VILLAGE GROWTH AREA

20.01 The Village regulates land development by requiring, under ordinance, that developers execute land development agreements which require developers to provide, at their own cost and expense, all infrastructure required to serve their developments. The Village will also consult with the Town and its staff and/or consultants to include in such development agreements provisions sufficient to guaranty the timely construction of any Town owned sanitary sewer infrastructure improvements required to support such development

To the extent that there are certain infrastructure costs which must be borne by the Village, the Village budgets for such expenditures under a five (5) year Capital Improvements Plan funded through borrowing and bonding. At the present time the Village has only exercised less than five (5%) percent of its borrowing capacity, demonstrating that the Village has the financial resources to serve the Village Growth Area.

**SECTION 21
PETITIONS TO ANNEX PRIOR TO
EFFECTIVE DATE OF COOPERATIVE PLAN**

21.01 The Village may process, review and approve any petition to annex property in the Village Growth Area to the Village under Sections 66.0217 or 66.0219, Wisconsin Statutes, while this Cooperative Plan is being reviewed by the State of Wisconsin, Department of Administration.

**SECTION 22
EXTRATERRITORIAL ZONING, LAND DIVISION, CONDOMINIUM PLATTING,
AND OFFICIAL MAPPING CONTROLS IN TOWN OUTSIDE THE
VILLAGE GROWTH AREA**

22.01 The Village will not exercise any extraterritorial zoning, land division, condominium platting, or official mapping controls in the Town outside the Village Growth Area.

**SECTION 23
MASTER PLANNING**

23.01 Master Plans. Village adopted Master Plans for the Village Growth Area shall govern land development until repealed, amended or superseded in accordance with State law governing Master Planning.

23.02 Mutual Approval. Village has no objection to duly adopted Town Master Plans applicable to Town territory outside the Village Growth Area. Town has no objection to duly adopted Village Master Plans applicable to the Village Growth Area.

23.03 New Master Plans and Amendments To Existing Master Plans. Village, at any time, may adopt or amend any master plan for the Village Growth Area or any part thereof.

**SECTION 24
AUTHORIZING RESOLUTIONS, ATTEST BY AFFIDAVIT,
COOPERATIVE PLAN ADOPTION RESOLUTIONS, AND
RECORD OF PUBLIC PARTICIPATION**

24.01 Initial Authorizing Resolutions. Section 66.0307(4)(a) of the Wisconsin Statutes, requires that initial authorizing resolutions for the preparation of a Cooperative Plan must be approved by each participating municipality (that is, the Village and the Town) before Cooperative Plan preparation may commence. Authorizing resolutions must be dated and signed by the chief elected official and attested by the municipal clerk of each municipality participating in the Cooperative Plan. Copies of the Village and Town initial authorizing resolutions are found in Attachment H.

24.02 Attest By Affidavit. Section 66.0307(4)(a)(1-4) of the Wisconsin Statutes regarding the Cooperative Plan requires an attest by affidavit that authorizing resolutions described under Section 24.01 above were sent to: The Department of Administration, Department of Natural Resources (DNR), Department of Agriculture, Trade, and Consumer Protection (DATCP), and Department of Transportation (DOT); the clerks of any municipality, school district, vocational technical and adult education district, sewer or sanitary district which has any part of its territory within five (5) miles of a participating municipality; the clerk of each county in which a participating municipality is located; and, any county zoning agency or regional planning commission whose jurisdiction includes a participating municipality. The "Attests by Affidavit" is found in Attachment I.

24.03 Resolutions Indicating Adoption and Authorizing Transmittal of the Cooperative Plan to the State. Copies of resolutions indicating adoption and authorizing transmittal of the Cooperative Plan to the Wisconsin Department of Administration for review, dated and signed by the chief elected official and attested by the clerk from each participating municipality - the Village and the Town - are found in Attachment J.

24.04 Record of Public Participation and Comment. The public comment and hearing requirements in Section 66.0307(4)(b) and (c) of the Wisconsin Statutes were met. The public hearing comments are found in Attachment A.

SECTION 25 NO THIRD PARTY BENEFICIARY

25.01 This Cooperative Plan is intended to be solely between the Village of Paddock Lake and the Town of Salem. Nothing in this Cooperative Plan shall be interpreted as giving to any person or entity not party to this Cooperative Plan any legal or equitable rights whatsoever.

SECTION 26 ADMINISTRATION OF THIS COOPERATIVE PLAN

26.01 This Cooperative Plan shall be administered on behalf of the Town by the Town Chairperson or designee, on behalf of the Village, by the Village Administrator or designee. The appointment of a designee must be in writing, and the other party to this Cooperative Plan must be notified in writing of the appointment.

SECTION 27 ENFORCEMENT

27.01 Remedies. This Cooperative Plan is intended to provide each party with the right and standing to challenge in Court any act or omission which violates this Cooperative Plan. This Cooperative Plan is intended to provide each party with the right and standing to seek any available legal or equitable remedy to enforce this Cooperative Plan and to seek damages for the breach of this Cooperative Plan.

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

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

SECTION 28 NO CHALLENGES TO THIS COOPERATIVE PLAN

28.01 Village entities and Town entities hereby waive any right each may have to commence or maintain any civil action or other proceeding to contest, invalidate or challenge this Cooperative Plan or any of the actions required or contemplated by this Cooperative Plan, or to take any actions, either directly or indirectly, to oppose in any other way, or to initiate, promote or support the opposition of this Cooperative Plan or any of the actions required or contemplated by this Cooperative Plan.

SECTION 29 AMENDMENT

29.01 This Cooperative Plan may be amended by the further mutual written agreement of the Village and Town pursuant to the provisions of Section 66.0301 of the Wisconsin Statutes. After this Cooperative Plan is also fully adopted and approved under the law under the provisions of Section 66.0307 of the Wisconsin Statutes, however, then this Cooperative Plan shall be amended pursuant to the provisions of Section 66.0307(8) of the Wisconsin Statutes. In any event, either party may arbitrarily withhold its consent to any amendment.

SECTION 30 GOOD FAITH AND FAIR DEALING

30.01 The parties hereby acknowledge that this Cooperative Plan imposes on them a duty of good faith and fair dealing.

SECTION 31 SEVERABILITY

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

31.02 The parties shall use their best efforts to find, design and implement a means of successfully accomplishing the intent of this Cooperative Plan. If necessary, the parties shall negotiate appropriate amendments of this Cooperative Plan to maintain, as closely as possible, the original terms, intent and balance of benefits and burdens of this Cooperative Plan. In the event the parties are not able to reach agreement in such situation, either party may, by thirty (30) days written notice to the other, require submission of such dispute to an impartial arbitrator, to be mutually selected by the parties during such thirty (30) day period, for binding arbitration. Town and Village shall promptly pay on an equal basis all fees and expense of the selected arbitrator.

SECTION 32 INVALID OR INEFFECTIVE ORDINANCE

32.01 In the event that any ordinance, including but not limited to Attachment and Zoning Ordinances, which the parties are required or entitled to enact and/or enforce by this Cooperative Plan is adjudged by any court of competent jurisdiction to be invalid or ineffective, in whole or in part, the parties shall promptly meet to discuss how they might satisfy the intent of this Cooperative Plan by alternative means, including, without limitation, enacting another ordinance designed to satisfy the court's objections. The parties shall use their best efforts to find, design and implement a means of successfully accomplishing the intent of this Cooperative Plan. If necessary, the parties shall negotiate appropriate amendments of this Cooperative Plan to maintain, as closely as possible, the original terms, intent and balance of benefits and burdens of this Cooperative Plan. In the event the parties are not able to reach agreement in such situation, either party may, by thirty (30) days written notice to the other, require submission of such dispute to an impartial arbitrator, to be mutually selected by the parties during such thirty (30) day period, for binding arbitration. Town and Village shall promptly pay on an equal basis all fees and expenses of the selected arbitrator.

SECTION 33 SUCCESSORS

33.01 This Cooperative Plan shall benefit and be binding upon the successors of Town, including any portion which may hereinafter be incorporated, and upon Village. Successors include, but are not limited to, a city, village or town being a party to a consolidation, and any other governmental entity which may govern the Village Growth Area.

SECTION 34 IMPLEMENTATION

34.01 Town and Village shall each take such actions as may be necessary or desirable to implement and effectuate the provisions and intent of this Cooperative Plan.

SECTION 35 REFERENCES

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

SECTION 36 PARAGRAPH TITLES

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

SECTION 37 INTERPRETATION

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

SECTION 38 NOTICES

38.01 All notices required by or relating to this Cooperative Plan shall be in writing. Each notice shall specifically refer to this Cooperative Plan by name and shall refer specifically to the number of the paragraph(s) or subparagraph(s) to which the notice relates. Any such notice shall be delivered in person to the clerk of the party receiving the notice or to the person apparently in charge of the clerk's office during normal business hours, or shall be mailed to such clerk by certified mail, return receipt requested (or equivalent private delivery service). Each notice to the Town shall be addressed to the Town Clerk, Town of Salem, 9814 Antioch Road, Salem, Wisconsin 53168. Each notice to

the Village shall be addressed to the Village Clerk/Treasurer, Village of Paddock Lake, 6969 236th Avenue, Paddock Lake, Wisconsin 53168. Each party may change its address (or add addresses for facsimile, electronic mail or other communications media), for purposes of this Cooperative Plan, by written notice to the other party pursuant to this paragraph. Each notice shall be effective upon delivery in person, or mailing, or upon actual receipt without regard to the method of transmission, whichever occurs first.

SECTION 39 APPROVALS AND EFFECTIVE DATE

39.01 Town Approval. This Cooperative Plan was approved by the Board of the Town of Salem at a duly noticed and convened public meeting on the 20 day of December, 2006.

39.02 Village Approval. This Cooperative Plan was approved by the Common Council of the Village of Paddock Lake, Wisconsin at a duly noticed and convened public meeting on the 20 day of December, 2006.

39.03 Effective Date. This Cooperative Plan shall become effective, under the provisions of Section 66.0301 of the Wisconsin Statutes, as on the date of which both this Cooperative Plan and the Sanitary Sewer Agreement are contemporaneously executed by the Village and the Town (the "Effective Date"). This Cooperative Plan shall also be deemed adopted under the provisions of Section 66.0307 of the Wisconsin Statutes as of the date that this Cooperative Plan is approved in writing by the State of Wisconsin Department of Administration, as required under Section 66.0307 of the Wisconsin Statutes.

BY: DD C. Buehn
David Buehn, President
Date: 12/28/06

BY: Emily Uhlenhake
Emily Uhlenhake, Clerk/Treasurer
Date: 12/28/06

Personally came before me this 28th day of December, 2006, **DAVID BUEHN, President** and **EMILY UHLENHAK**, Clerk/Treasurer, of the **VILLAGE OF PADDOCK LAKE, WISCONSIN**, a Wisconsin municipal corporation, to me known to be such President and Village Clerk/Treasurer of said municipal corporation and acknowledged that they executed the foregoing instrument as such officers as the agreement of said corporation, by its authority.

Cynthia R. Ernest
Notary Public, Kenosha County, WI.
My Commission expires/is: Aug. 8, 2009

Cynthia R. Ernest
Notary Public
State of Wisconsin

TOWN OF SALEM

BY: Diann D. Tesar
Diann Tesar, Chairperson
Date: _____

BY: Lynn Pepper
Lynn Pepper, Clerk
Date: _____

STATE OF WISCONSIN)
) SS.
COUNTY OF KENOSHA)

Personally came before me this 8 day of January, 2007, Diann Tesar, Chairperson and Lynn Pepper, Clerk/Treasurer of said Township, and acknowledged that they executed the foregoing instrument as such officers as the agreement of said Township, by its authority.

Robert A. Jc
Notary Public, Kenosha County, WI.
My Commission expires/is: permanent

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

PUBLIC HEARING
FOR THE VILLAGE OF PADDOCK LAKE AND TOWN OF SALEM
COOPERATIVE PLAN AND BOUNDARY AGREEMENT

Central High School
November 16, 2006
7:00 p.m.

SUSAN K. TAYLOR

262-553-1058
FAX NO. 553-2010

COURT REPORTER

1 MR. SCHOLZE: Ladies and gentlemen,
2 we will call to order the public hearing on the proposed
3 boundary agreement between the village of Paddock Lake
4 and the Town of Salem.

5 My name is Rich Scholze. I am town
6 attorney for the Town of Salem. We have some other more
7 knowledgeable people than I up here to help out
8 answering questions and kind of give a thumbnail sketch
9 of the proposed agreement and how it might affect
10 individual property owners.

11 I am going to have each of them I think
12 introduce themselves in just a second, but before I
13 start, I want to just point out a couple things as far
14 as ground rules because this is a public hearing and the
15 purpose of this is to get information to us representing
16 the various municipalities and I know there are members
17 of the village and the town boards here as well. We are
18 trying to get input here on this agreement because it is
19 at the point in time where we have at least a draft that
20 we want to work with, but it is the time to make changes
21 if changes are necessary, so that is why we need some
22 information, some input from the people here at the
23 public hearing.

24 We have a court reporter here who is
25 going to take down what we are saying and if you talk as

1 quickly as I am talking right now, she will get mad at
2 you because it is easier for her to take this down if
3 you slow down, talk a little slower, and if we all don't
4 talk at one at a time, so I think the easiest way to do
5 that is if you have comments or questions after we go
6 through our brief explanation, come up here for a couple
7 reasons. Then we have one person talking at a time and
8 it would be easier for our court reporter to hear that
9 as well.

10 Other than that, as I had said, I am Rich
11 Scholze. I am here as the town attorney for the Town of
12 Salem and if you guys just want to introduce yourselves
13 and explain who you are and we can get going.

14 MR. KAEMPFER: I'm Chris Kaempfer of
15 Kaempfer & Associates. We are consulting engineers for
16 the Town of Salem.

17 MR. BJELAJAC: My name is John
18 Bjelajac, I am the attorney for the Town of Salem
19 Utility District.

20 MR. DAVISON: I'm Jeff Davison.
21 I'm the attorney for the Village of Paddock Lake.

22 MR. BENSON: I'm Bob Benson with
23 Baxter & and Woodman. We are the Village of Paddock
24 Lake engineers.

25 MR. BJELAJAC: We are going to try

1 to do this as a tag team approach. Everybody is
2 standing together and trying to give you a broad brush
3 overview of two documents. One is called the
4 cooperative plan. I call it the boundary agreement
5 between the Village of Paddock Lake and the Town of
6 Salem. Part and parcel of that is a second agreement,
7 a sewer agreement, that I was more involved in along
8 with Jeff Davison and Chris Kaempfer and Steve Godfrey
9 of Baxter & Woodman. Rich Scholze and Jeff Davison took
10 the lead as far as finishing up the boundary agreement.
11 I participated a little bit in that.

12 We are trying to give you a broad brush
13 overview of what we think are the key parts and then
14 when you come up here, if you have any questions, we
15 will try and answer them the best we can and more
16 importantly, what we want to do is receive input on your
17 thoughts and your ideas and comments regarding this
18 project. It is not a project. It is a actually
19 beginning of a new era, the beginning of two
20 municipalities which is quite frankly pretty
21 spectacular.

22 How do you want to do it? Do you want to
23 talk about the boundary plan first?

24 MR. SCHOLZE: If you want to go
25 ahead and start on a summary of that.

1 MR. DAVISON:

I have two logistical

2 issues I would like to address as a follow-up to what
3 Rich said. First of all, in the event that you have
4 questions, if you can hold them until after we have done
5 our brief presentation and then sort of follow that
6 same protocol. Because we have a court reporter, if you
7 can ask the question and then wait for the response in
8 the event that you have a follow-up question so that we
9 don't have two people who are talking at once and then
10 the court reporter is going to be mad at Rich and also
11 at me.

12 Secondly, to the extent that you might
13 have a question that you think of after the public
14 hearing, you have a period of 20 days to submit written
15 comments as well. Those comments can be submitted to
16 either the clerk at the town, the clerk of the Village
17 of Paddock Lake or by carrier pigeon to any of your
18 local elected officials. I am sure it will get to the
19 appropriate spot for a response. So don't feel bad if
20 you walk away and an hour later you think I should have
21 asked a question. You still have a chance to do so.

22 There is a statutory schemework the
23 legislature has enacted to allow municipalities and
24 towns to enter into to what has been termed -- at least
25 what's been referred to as a boundary agreement. In the

1 past, there have been other vehicles produced to create
2 boundary agreements, but those vehicles never had the
3 blessing of the state in the sense that there was any
4 permanency to them and frankly, what has happened -- and
5 I have personal experience in this from the viewpoint of
6 representing the town -- is that often, a municipality
7 will have much more bargaining power, ability to stay,
8 and will sometimes not be a good neighbor and so the
9 legislature -- and therefore, under the old boundary
10 agreement process, sometimes there was no way for one of
11 the two parties if there was a difference in bargaining
12 position to really enforce those provisions. So the
13 legislature enacted a process by which the state also
14 becomes a party to these agreements. So that once both
15 units of government come to an agreement, then it is
16 sent to the state department of administration and to a
17 bureau which is longer than needs to be mentioned at in
18 time and it is reviewed and once the state reviews the
19 boundary agreements and makes sure it meets all the
20 numerous criteria which they put in the statutes, then
21 the state becomes a signatory to the agreement.

22 The reason that is important is that no
23 one can worry about in the future whether or not one
24 side or the other side will live up to the promises they
25 have made in the agreement because the state will step

1 in and enforce it in the event that there appears to be
2 any deviation from the agreement.

3 MR. BJELAJAC: Having said that, we
4 set this up because quite frankly, discussions that have
5 been going on between Paddock Lake and Salem have gone
6 extremely well. There's been no posturing, no games
7 being played. It is a good faith effort on all the
8 persons at these various negotiation sessions. The
9 goal is to hammer out a win/win situation both for the
10 village and the town and not worry about any past
11 tensions or anything else like that. I mention this for
12 this reason. What Jeff just described is a way of
13 putting in place an agreement under one particular
14 section of the Wisconsin statutes where the state is a
15 partner, but we have drafted the boundary line agreement
16 as well as the sewer agreement to also take place
17 immediately upon approval of the two boards under
18 another section of the statutes. So even if there is
19 some -- for some strange reason the State of Wisconsin
20 would frown on this and say no, we don't think it is a
21 good idea, the two municipal partners here already think
22 it is a good idea and we are going to put in place an
23 agreement under the provisions of the other statute
24 right away. We will slot into the statute Jeff was
25 talking about when the state finally also approves the

1 agreements we are talking about.

2 MR. DAVISON: Now I don't intend --
3 There is also an elaborate process for approval by each
4 of the two municipalities as well as approval by the
5 state which takes three or four months. I won't go
6 through all the details. We will be glad to answer the
7 questions you might have concerning those details, but I
8 don't know that it is necessarily germane to the
9 discussion this evening nor do I intend to go through
10 each element that must be in the plan.

11 Suffice it to say, the state says you
12 have to cover all sorts of elements such as whether or
13 not there is any ample waterways, drainage, in addition
14 to the obvious question about utilities and how long the
15 planning period is going to be for the boundary
16 agreement itself.

17 So with that very, very thumbnail sketch,
18 the way this works is essentially, there is an ultimate
19 boundary agreed upon tentatively which is depicted on
20 this map over here keeping in mind that this agreement
21 is for a period of 20 years. Okay? So that the town
22 can rely upon the fact that for the next 20 years, the
23 village will be giving up any right that it might have
24 not only to annex property which is in the yellow area,
25 but also to exercise any sort of zoning or other land

1 use restriction that it might be entitled to exercise
2 otherwise under state statutes.

3 The reason that is important is
4 municipal -- incorporated municipalities not only have
5 the right to make land use decisions for property that
6 is within their corporate limits, but also have the
7 ability to review any subdivision plans for example for
8 an area of a mile and a half outside their corporate
9 limits. So as you can see, that is a pretty big swab
10 through the town. So that is eliminated.

11 One of the elements of this agreement is
12 that no land use restrictions, no land use decisions
13 are going to be exercised by the village for the next
14 20 years in any area outside the agreed upon planning
15 area. Okay? Now the agreed upon planning area is this
16 area that is brown.

17 MR. BJELAJAC: That is territory
18 presently within the Town of Salem, but this is what we
19 call the village growth area, the brown area. During
20 that 20-year window, the boundary plan, this brown area
21 will become part of the Village of Paddock Lake. Now
22 during that 20-year window under the terms of the
23 boundary plan -- correct me if I am wrong -- if the
24 Village of Paddock Lake acquiesces and if the particular
25 property owner wishes to get into the Village of Paddock

1 Lake sooner than later, steps can be taken to attach
2 particular parcels of land to the village. At the end
3 of the 20-year window, to the extent there are any
4 remaining portions of the brown area that are not yet
5 then in the village, they will become part of the
6 village. The plan -- the brown area will eventually
7 become the Village of Paddock Lake.

8 Those of you with single-family
9 residences, you have more of an option. For you to
10 become part of the village during this 20-year window
11 requires your consent. You can't be forced into the
12 village during the 20-year window. You will become part
13 of the village at the end of the 20 years. You have a
14 20-year look at it and decide what you wish to do with
15 your property as far as keeping it or selling it. You
16 don't have to go into the village until the end of the
17 20-year period of time.

18 MR. DAVISON: I can tell you that
19 for example, when I was representing the Town of Somers
20 in a similar agreement with the City of Kenosha, it's a
21 very important feature for residents of the town. They
22 have the option of whether and when they want to go into
23 the incorporated municipality. If during that period of
24 time you have no desire to go into the village and your
25 property is within the planning area, you don't have to

1 go.

2 Now there are certain triggering events
3 which will require you to attach into the village and
4 those triggering events are essentially if you want to
5 subdivide your property in a subdivision, if you want to
6 have a change in zoning from residential to commercial,
7 something like that, and if you knock down your single-
8 family home and want to start over, that is probably
9 going to require an attachment. There is provisions in
10 the agreement that allow you to put additions onto your
11 home without need of going into the village. Those
12 permits will still be processed through the town.
13 Unless you want to go into the village, unless you want
14 to develop your land, you can continue to have that
15 option to either remain in the town or go into the
16 village.

17 I think it is important to know that at
18 the end of the -- it is probably not to the -- as a
19 practical matter, it won't be a situation where at the
20 end of the 20-year period this is the new boundary and
21 there is not going to be further discussions. It is
22 highly likely that as we get ten, 15 years down the
23 road, 18 years down the road, we will see a pattern
24 of development and everybody who is involved in this
25 process is using their best estimate as to how the

1 entire area will develop. It may very well be that
2 segments of the village have not come nearly as close to
3 these boundaries as they are depicted on this map and
4 there might be some further revisions at that time, but
5 the point of the matter is that for the next 20 years,
6 both the town and the village can be assured that as
7 relates to planning, planning subdivisions or other
8 developments that might be in the town or planning
9 subdivisions or other developments that might be in
10 the village, they can go forward without fear of any
11 interference from the other side and can do so in a
12 cooperative manner.

13 MR. BJELAJAC: Precisely. The other
14 advantage to the Town of Salem, by the way, is that
15 first of all, you have frozen the boundary line for
16 at least 20 years. Also, under the terms of the
17 boundary agreement, if the Town of Salem feels it is
18 appropriate to try to incorporate into a village under
19 the terms of the agreement, the Village of Paddock Lake
20 will not be objecting to that. I am not saying it is
21 appropriate to do it. Certainly not now, but maybe down
22 the road, it will be. The point is you have an
23 opportunity unfettered by any objections from the
24 Village of Paddock Lake to become a village if you so
25 desire. What is important is that you have a nice long

1 period of time for planning purposes without worrying
2 about what property is going to become what part of the
3 municipality.

4 The Village of Paddock Lake I think --
5 both municipalities are interested in a boundary plan or
6 a boundary agreement. The Village of Paddock Lake is
7 also interested in sanitary sewer service and as you
8 know, the Town of Salem has a sanitary sewer utility
9 district which I represent. We approached both those
10 issues together. It is kind of a quid pro quo, if you
11 will. We will do a boundary plan with the village.
12 At the same time, we will do a sewer agreement with the
13 village.

14 The sewer agreement was set up so that --
15 intentionally so -- so that the residents of the Town
16 of Salem are not subsidizing sewer service within the
17 Village of Paddock Lake and within the Village of
18 Paddock Lake, this new growth that pays for the sewer
19 service costs that are being provided under the new
20 agreement. We set that up I think pretty successfully.

21 Jeff, jump in here, too, if I'm
22 forgetting to state something or if I am misstating
23 something.

24 Under the terms of the agreement, the
25 sewer utility district will be providing what we call

1 1,000 user charge equivalents of sanitary sewer service.
2 1,000 UCE's. What a UCE basically translates into is
3 one single-family residence. So by virtue of the
4 agreement, the village would have the ability and the
5 right to have 1,000 single-family residences -- if that
6 is the only thing they constructed -- to flow sanitary
7 sewage into our system.

8 Now here is how we set it up. First of
9 all, it is a rather detailed agreement as far as mutual
10 inspections and making sure high standards of
11 construction are attained. Any sanitary sewer system
12 located within the village and which is exclusively used
13 by village customers will be owned by the village and
14 constructed by the village and maintained by the village
15 and repaired by the village and replaced by the village
16 in the future. So all the village costs and expenses
17 remains within the village. Notwithstanding that fact,
18 though, those sanitary sewer customers within the
19 village are going to be paying the same user charge --
20 quarterly user charges that every Salem resident pays.
21 Even though we don't have to -- even though we don't
22 have to take care of the future maintenance and repair
23 costs and replacements, they will be paying the same
24 level of quarterly sewer charges as the regular Salem
25 residents where we do have that obligation.

1 Additionally, every connection in the
2 village, 1,000 connections -- assuming is it is all
3 single-family residents, that may not be the case, but
4 let's assume so for discussion purposes tonight -- every
5 connection will pay the same connection fee that is paid
6 right now by Salem residents plus an additional amount
7 of \$1,250 by way of a connection fee and the connection
8 fee in Salem right now is \$3,500. That will be paid by
9 every village resident -- paid by the village on behalf
10 of the residents connecting. The village will be
11 getting those funds from the property owners themselves
12 who are connecting. The extra \$1,250 is being paid also
13 by the village for those connecting to help offset some
14 of the costs, 1.25 million or roughly a million dollars
15 or more, to help offset some of the costs that we are
16 presently undertaking at the Salem Utility District for
17 some special projects that benefit both Salem and the
18 village and so there is going to be money into the Salem
19 system so that they create a better sanitary sewer
20 system. It is a broader base and it is a win/win
21 situation financially in the sense that the village --
22 I don't want to sound like it is a surcharge you are
23 paying, but they are at a minimum paying their fair
24 share.

25 In the future, if we have to -- Salem

1 will forever in this arrangement provide for the 1,000
2 UCE's and the collection system no matter what we do
3 with the different collection pipes in Salem. But if
4 we have to upgrade, if the village needs more capacity,
5 they are going to pay for that in addition to what we
6 are talking about now and additionally, if we have to
7 upgrade the treatment plant for more capacity, the
8 village will pay for their fair share including the
9 1,000 UCE's that we are guaranteeing to them in the
10 collection system. We are guaranteeing in the
11 collection pipes, you will always have 1,000 UCE's
12 available to you even if Salem's costs and expenses, we
13 have to do something different with the sewer mains.
14 But when it hits the treatment plant, if we have to
15 increase capacity, the Village of Paddock Lake will
16 participate and pay for the upgrades on a prorata basis
17 and it will include the 1,000 UCE's that are flowing
18 into the system.

19 MR. DAVISON: Just a follow-up on
20 the financial aspects of it for a second. I'm not as
21 inclined to be as eloquent on that topic as John is and
22 frankly, I don't care. The village should have to pay
23 a premium -- village residents should have to pay a
24 premium to the town utility for the use of that system
25 and this is how that premium works.

1 Although it is the same user fee, first
2 of all, there is no collection charge that the utility
3 will incur. The Village of Paddock Lake will be a
4 wholesale customer of the Salem utility so that the
5 Salem utility will have to send one bill except we will
6 pay retail rates and then it is up to the Village of
7 Paddock Lake to collect from the ultimate users of the
8 system. So that is feature number one; a guaranteed
9 source of payment, if you will.

10 Number two, because of the way as it was
11 explained and discussed in detail among the experts,
12 the way Salem -- the Salem utility presently finances
13 improvements system-wide, it is done through both the
14 user fees and also through those connection fees and
15 because this system that is going to be built by the
16 village is going to be connected -- it is going to be
17 PCV pipe, the types of problems that you don't generally
18 see in existing systems, that is, infiltration, there
19 won't be -- there will be very little, if any. Pipes
20 that are 20, 30, 40, 50 years old leak. Those are the
21 kinds of problems you have to fix and it is those
22 connection fees that you are using now to fix those
23 problems. You will have up to a thousand times the
24 connection fee which is presently 3,000 plus to help fix
25 other problems systemwide in the utility district with

1 very little likelihood that those types of problems are
2 going to be encountered with the new pipes that are
3 going to be put in. Plus you are going to have that
4 additional \$1,250 which is used to offset any charges
5 that could be directly or indirectly attributable to the
6 fact that there is additional sewage being put in the
7 system -- into the collection system.

8 MR. BJELAJAC: Under the terms of the
9 agreement, the Village of Paddock Lake customers will
10 always pay the same amounts as Salem customers, so if
11 through the passage of time and extra costs get incurred
12 to maintain the system area-wide, if the quarterly
13 charges increase, they increase not only for the Salem
14 residents, but also for the Village of Paddock Lake
15 residents that are connecting to the system.

16 Same thing; if we have to increase our
17 connection fees for whatever reason, the connection fees
18 that we pay for the remaining parcels in the village
19 that will be hooking up will pay the higher connection
20 fee rate. So we have uniformity that way with the add-
21 on of \$1,250 per connection fee to help offset some of
22 the project costs of the three separate special projects
23 that I mentioned before.

24 Again, the effort here -- this was
25 hammered out in large part by Jeff Davison and Chris

1 Kaempfer and Steve Godfrey who is sitting somewhere
2 here. He is hiding way in the back. We will call this
3 the Godfrey plan and myself, but I say that smiling
4 because it was -- they were enjoyable discussions, they
5 were refreshing discussions because -- I said this
6 earlier -- we didn't play any games with each other.
7 We said let's work out something where this works and
8 let's work out something that is fair to the village and
9 something that is fair to the town and we believe we
10 have done that. There's been tradeoffs between the
11 boundary plan and the sewer agreement and things like
12 that that if you look at each of those agreements
13 separately, I can't think of anything that is really
14 unfair to any one party.

15 So I don't know what more you want to add
16 before we start getting your comments or questions, but
17 if somebody wants to step in, go ahead.

18 MR. SCHOLZE: I think John covered
19 that very well. I have just a couple things that I want
20 to point out about not necessarily the sewer agreement
21 portion of the plan, but the boundary agreement portion
22 in addition to the things that Jeff and John have talked
23 about already tonight.

24 The agreement will provide that the
25 village and town work together on other issues like

1 storm water drainage issues, long-range planning issues,
2 the construction of infrastructure within the planning
3 area, roads, utility pipes, those kinds of things so
4 that those are done in a manner that not only allocates
5 the cost fairly, but that we have a good quality product
6 when we are done, something that both the village and
7 the town residents will receive a good benefit from.

8 The other thing I wanted to mention was
9 that the agreement here, the sewer portion and the
10 boundary portion, cover a very broad spectrum of issues,
11 but it will not affect existing agreements between the
12 village and the town for things like the community
13 library, fire and rescue services, those kinds of things
14 where we already have agreements in place. So we can
15 continue to rely on those agreements that we have been
16 working with and that have worked well for both
17 municipalities.

18 MR. DAVISON: If I could follow up
19 on that. A point was made earlier that the likelihood
20 that the state would not approve this agreement is
21 extremely low. The state -- As part of the process, we
22 have to attach copies of all of those other agreements
23 that Rich just mentioned, all the existing agreements,
24 because the state wants to see all the other areas in
25 which the two units of government are cooperating and

1 the unit -- the particular bureau and the state which is
2 going to be reviewing this also has responsibility for
3 reviewing annexations. It is their goal and they are
4 one of the promoters of the law that allows us -- it is
5 their goal to eliminate annexation, which this will do,
6 and to promote boundary agreements, so they will be
7 thrilled to death when they see this.

8 One of the things they want to see is
9 all the agreements that we have entered into to date
10 together with the agreements, one of which is the sewer
11 agreement that will be an attachment to this agreement
12 and they want to see us to continue to cooperate on
13 other issues such as drainage.

14 MR. SCHOLZE: So if anyone has a
15 question or a comment, come on up. For the benefit of
16 our reporter, if you could state your name so that we
17 can get it into the record because this record, by the
18 way, will also be typed up and submitted with this plan
19 when we send it to the state for their review, they are
20 going to want to see your comments also, but come on up
21 and make your comment or ask your questions. If you
22 have questions, we will do our best to try and answer
23 those.

24
25 MR. BJELAJAC: This is Susan Taylor,

SUSAN K. TAYLOR

262-553-1058
FAX NO. 553-2010

COURT REPORTER

1 the court reporter. She may ask you to spell your name
2 if it is not a common name, so humor her and spell your
3 name if necessary.

4 Does anybody have any questions or
5 comments?

6 MR. GOLITZ: My name is Paul
7 Golitz. Do you need to be contiguous in order to be
8 annexed?

9 MR. DAVISON: No.

10 MR. GOLITZ: So if you are in the
11 brown area, you don't need to be contiguous with the
12 city?

13 MR. DAVISON: No. That is something
14 we didn't cover before. For those of you who are not
15 familiar with the annexation process, in order for a
16 parcel to be attached to a municipality under annexation
17 law, you have to touch the municipality. Under this
18 process, once the boundary agreement is approved by the
19 state -- If you have, for example, a parcel that is
20 over here and does not touch the village, but you want
21 to put in a subdivision, you can go ahead and attach
22 without touching the village. The reason for that is
23 not only to allow flexibility of the owner of this
24 parcel to attach into the village, but also so as not to
25 require any property owners who might be in between to

1 have to go into the village.

2 MR. BJELAJAC: Anybody else?

3 MS. FOLAN: My name is Kathleen
4 Folan. I live in Salem. I see we are going to be
5 annexed into Paddock Lake. Do we have to apply for the
6 sewer because -- we have sewer to our home, but we are
7 not passed for sewer for the whole farm. I live on a
8 farm.

9 MR. BJELAJAC: You already have
10 sewer, ma'am?

11 MS. FOLAN: I have to the house,
12 but if we sold the property which is a hundred acres and
13 somebody came in to develop that, they would have to
14 apply where?

15 MR. BJELAJAC: They would apply
16 whenever they wished to apply whenever they wanted to
17 do a further development on the remaining acres of your
18 land. You and your house -- you are already serviced
19 sewer, so you would never be charged again for sewer
20 service, but anybody -- if you subdivide your property,
21 whether you, yourself, or a developer does it after
22 buying the land from you, they would have to coordinate
23 with -- depending on where they are located, I guess you
24 are in the growth area, the brown area we call it --
25 they would have to coordinate with both the Village of

1 Paddock Lake and to some degree, with the Town of Salem
2 for that future sewer service area to the proposed
3 developer.

4 MR. SCHOLZE: One of the provisions
5 of the plan or one of the events that would trigger a
6 property in the brown area going into the village,
7 becoming attached to the village, would be a division.
8 So if somebody wanted to divide that into lots, for
9 example, building lots, that would trigger an attachment
10 to the village and the village would in effect have the
11 primary obligation there to go ahead and work with that
12 developer on providing sewer and all the other
13 requirements that would take place as part of the
14 development.

15 MR. BJELAJAC: That would be part of
16 the 1,000 UCE's that the village is contracting for
17 under the sewer agreement.

18 THE WITNESS: Because we have had
19 people come to us, but we couldn't do anything because
20 when they went to Salem, they were told one story, when
21 they went to Paddock Lake, they were told another story
22 and we were between the two for the past year and a
23 half. We have passed up a lot of buyers.

24 MR. BJELAJAC: This agreement will
25 end that.

1 THE WITNESS: How soon? If my
2 little man comes with his black bag tomorrow full of
3 money and I say you go down to the attorney in Salem and
4 he fix it for you.

5 MR. BJELAJAC: Here is my crystal
6 ball. I personally am hoping that BOTH the Village of
7 Paddock Lake and the Town of Salem town board will hold,
8 if necessary, special meetings probably December 20,
9 December 21, so whatever dates those fall on, the days
10 just before Christmas, because that is the first time
11 frame that is really -- where we are really eligible
12 under the law to have both municipalities approve it and
13 once that is done, once both the village and the town
14 approve it, the sewer agreement is in place. Steps will
15 further be taken to try -- So will the boundary plan.
16 Steps will further be taken to try and have the State of
17 Wisconsin approve the plan under the other special
18 statute that we have been talking about, but both plans
19 will automatically be in place when approved by the two
20 boards.

21 MS. FOLAN: So we have to wait
22 for the state as well as Salem and Paddock Lake?

23 MR. BJELAJAC: As far as I know, no.
24 Am I correct saying no?

25 MR. DAVISON: That is correct. The

1 state gets a couple of months to review it.
2 Historically, they usually use their whole time frame,
3 so I guess we can probably expect that they will in this
4 case as well. I think that everybody will have approved
5 it, assuming that everybody agrees with it, by April.

6 MR. BJELAJAC: We set this up so
7 both documents become effective right away upon both
8 municipalities approving it.

9 MS. FOLAN: So I could say to
10 somebody if they came in, we will sell if you go to
11 wherever, Paddock Lake I guess, and they will okay it.

12 MR. BJELAJAC: You should be good to
13 go, yes.

14 THE WITNESS: I should be good to
15 go now.

16 MR. BJELAJAC: After it is approved
17 by both municipalities.

18 MR. DAVISON: After Christmas.

19 MS. FOLAN: After Christmas. By
20 January.

21 MR. BJELAJAC: Yes.

22 MS. FOLAN: Thank you very much.

23 MR. MOONEY: I don't think --
24 Ernest Mooney Village of Paddock Lake. She has a unique
25 problem. She is not in the Salem 208 area. So I think

1 she needs to be aware that there is a provision for
2 bringing her property into the Salem 208 area. That
3 will take a little longer because SEWRPC is also
4 involved.

5 MR. BJELAJAC: Thank you, Mr. Mooney.

6 Ma'am, what Mr. Mooney was telling me is
7 that you have this property that is in the brown area
8 and everything we were telling you is true assuming that
9 you are already in a sewer service area approved by
10 SEWRPC and the Department of Natural Resources. But if
11 you are not -- if your property is not in the present
12 sewer service area, for you to be served, we would have
13 to see if SEWRPC and the DNR would be willing to put you
14 into the sewer service area so you can get municipal
15 sewer. That is another issue. What I suggest you do is
16 you talk both with the village and/or the Town of Salem,
17 the utility district, and we can give you more
18 information about that.

19 MS. FOLAN: I wrote a
20 letter -- I had an attorney write a letter in the spring
21 of this year. Is that enough or should I write one
22 again?

23 MR. BJELAJAC: I guess you better
24 write one again. And I will give you my card. All
25 right?

1 MS. FOLAN: Thank you.

2 MR. BJELAJAC: Anybody else?

3 MS. FORTNER: Joan Fortner. Is
4 this boundary agreement open to additional options or
5 is it hard and fast as to how it is written?

6 MR. BJELAJAC: I will respond and
7 anybody else can step in. What we have are drafts of
8 the boundary plan as well as a draft of the sewer
9 agreement. These drafts have been reviewed and
10 considered in closed session pursuant to the Wisconsin
11 statutes as part of the negotiation process, but they
12 have now been made public. They have not been approved
13 with any finality yet by either the Town of Salem or the
14 Village of Paddock Lake and the purpose of this
15 proceeding tonight is to get further input to see if
16 maybe something crops up where we should consider
17 changes to those documents, primarily, the boundary
18 plan, but also the sewer plan if necessary.

19 So the short answer is we are down the
20 road as far as trying to come to terms with each other
21 on the content of the agreement, but it is not finalized
22 and we are always willing to be persuaded or consider
23 changes to the documents if that proves to be necessary.

24 MS. FORTNER: We have Heath Haven
25 Development (phonetic) and I have a request for a couple

1 of options. The first option would be nobody mentioned
2 about the municipal water and if we are in Salem
3 township, but if we develop, we would like to use the
4 Paddock Lake water which they are working on. They will
5 have it soon. How would that -- Would that have to be
6 written into the boundary agreement? Is there anything
7 about water in there?

8 MR. BJELAJAC: Let me take another
9 stab at this.

10 Guys, jump in.

11 Right now, the Town of Salem does not
12 have a municipal water service. The Village of Paddock
13 Lake does. The agreements or discussions that we have
14 had so far deal with provision of sanitary sewer service
15 for areas of the Village of Paddock Lake and with the
16 boundary agreement. We have not discussed or talked
17 about provisions for the Village of Paddock Lake
18 municipal water system to provide water service within
19 the borders of the Town of Salem. That is always a
20 possibility. This is a golden age of cooperation
21 between the village and the town, but it's not been the
22 subject of any discussions to date.

23 If your property -- I don't think you are
24 in the growth area. If your property continues to be
25 in the Town of Salem, for you to get municipal water

1 service through the Village of Paddock Lake, it would
2 require a further inter-governmental agreement between
3 the town and the village and I don't know that steps
4 will be taken -- at least I would personally recommend
5 against trying to revamp these agreements to also deal
6 with the water service as well because that is a fairly
7 monumental task, but rather, we would leave that to a
8 separate possible agreement for the near future or in
9 the future.

10 MS. FORTNER: Well, our property
11 borders on Paddock Lake and does this boundary agreement
12 negate it completely? Does it mention it at all?

13 MR. BJELAJAC: No, it does not negate
14 it. It just does not provide it for it. A further
15 document would have to provide for it.

16 MS. FORTNER: Our other comment was
17 we are -- we were developing about five years ago now,
18 but because of zoning problems and water problems from
19 the school, we had to delay it. Now we are coming back
20 to beginning to develop it and we have somebody doing a
21 conceptual plan which we will submit soon and Heath
22 Haven is a development in Salem Township and it shares
23 the north -- the bottom of that long green thing. We
24 are the yellow part below it. We have to think of the
25 future and if we are in Salem Township, then we are

1 obligated to the neighborhood plan that they have
2 arranged and the neighborhood plan is limiting what we
3 can do on our property. So I am just asking now if
4 there can be an option at some future date if everybody
5 agrees -- if all parties agree, to possibly go with
6 Paddock Lake and annex at a future date so that we could
7 have the best and fairest use of our property. However,
8 when this plan is submitted, Salem may be more lenient
9 with it than the restricted R2 and R3 that they have now
10 because we are looking for R4 and we have the sewers
11 there because we spent \$300,000 for those sewers, so the
12 sewers do accommodate it, but the in a neighborhood plan
13 does not accommodate for it. Timing is not good because
14 once this is locked in, what are we going to do if we --
15 because we won't be able to develop because it is
16 limiting us. I am just seeing if it is possible to put
17 a unique option there for this particular parcel or for
18 other parcels, too.

19 MR. BJELAJAC: All I can say is that
20 this village growth area which is right here is right
21 now the territory destined to go into the Village of
22 Paddock Lake. Your territory is right down here.

23 MS. FORTNER: And that will be
24 permanent?

25 MR. BJELAJAC: Well, it will boil

1 down to a decision from both the Village of Paddock Lake
2 and the Town of Salem if they want to further amend the
3 territory that will be the growth area. Right now as we
4 speak, under the drafts that they are considering, you
5 are not part of the growth area, so your development
6 would have to occur within the Town of Salem.

7 MS. FORTNER: My question was there
8 could be an option put in there before it gets
9 permanently agreed upon.

10 MR. BJELAJAC: Both the village
11 board and the town board can always consider that. It
12 is their decision to make.

13 MS. FORTNER: We are very
14 concerned.

15 MR. BJELAJAC: Do anybody else wish
16 to make a comment or ask questions? Anybody else? If
17 not, we can officially close the public hearing. We
18 will stand around and answer any additional questions
19 you may have.

20 MR. DAVISON: Just before we close
21 the public hearing, I notice there are a number of
22 elected officials from both the Town of Salem as well
23 as the village here. I don't want to embarrass anybody,
24 but I would like to acknowledge so that it is in the
25 minutes that are being prepared by the court reporter

1 that there are several members, probably constituting a
2 quorum of both the Town of Salem town board as well as
3 the Village of Paddock Lake board of trustees. I also
4 noticed that there were other interested parties,
5 professionals from both -- consultants from both the
6 town as well as the village as well as members of the
7 press and I think on that note, that end my comments.

8 Just a reminder that anyone who has any
9 other comments have 20 days within which to submit
10 those.

11 I forgot Mr. West (phonetic). We have at
12 least one county board supervisor.

13 MR. WEST: I have a question.
14 It is more or less regarding -- like right now, Paddock
15 Lake and Salem have a land use committee, but the land
16 use committee as far as the variance, easement and so
17 forth, being a village, does not have to be passed
18 before the county board where Salem, their land use
19 committees, they pass it and then it goes to the county
20 board. When will that nullify that area where being in
21 Paddock Lake, some of these areas, is anything
22 grandfathered in if they want to go to Salem for zoning
23 or once it is through --

24 MR. DAVISON: Assuming both boards
25 approve the agreements let's say hypothetically in

1 December, at that point in time, any matters that would
2 be required to be reviewed by the Village of Paddock
3 Lake would immediately be reviewed by the Village of
4 Paddock Lake and the process of going through the town
5 and the county land use committee would end as of
6 approval of both boards. Now remember, that would
7 include subdivision developments, rezoning and so forth.

8 As it relates to additions to
9 single-family homes and those exceptions that are --
10 that continue to be allowed to be pursued by single-
11 family homeowners, those would still go through the
12 town process. I am not sure that the county land use
13 committee would get involved in many of those because of
14 the nature of the exceptions, but I hope that answers
15 your question.

16 MR. BJELAJAC: We are getting out of
17 sequence because the court reporter is taking this down.

18 MR. STOCKWELL: Dick Stockwell,
19 Madison, Wisconsin. The question I have that I don't
20 think has been addressed, you said this was developed in
21 closed sessions. Or did I miss that?

22 MR. BJELAJAC: Here is how it
23 developed. The main negotiations or discussions, if
24 you will, were just conducted primarily with four
25 people. Let me talk to the sewer agreement. Jeff,

1 myself, Chris Kaempfer, Steve Godfrey. We worked hard
2 to hammer out the win/win document for both the village
3 and the town. Now once we came up with a document --
4 and we met on a regular sustained basis -- once we came
5 up with what we thought was a fair document, we would
6 respectively meet in closed session as allowed under
7 Wisconsin statutes with our respective boards to let
8 them know what we are considering, what we are
9 proposing, do you think we are on the right track,
10 etc., and by virtue of doing that, we had to massage
11 and change certain things and went back and forth with
12 discussions, etc. Once we thought we had a draft that
13 was appropriate, then it went public. We publicly
14 distributed it and there was public discussion at the
15 town board and I know there was public discussion also
16 at the Village of Paddock Lake board, so it just
17 progressed in a normal due course for negotiated
18 documents.

19 MR. STOCKWELL: When was this made
20 public?

21 MR. BJELAJAC: About two or three
22 months ago, but I am bad on time frames.

23 MR. STOCKWELL: I only became aware
24 of it recently. My next question is what are the
25 alternatives available to a property owner who is

1 adjacent to the brown area or on the border whether you
2 are included in it or -- let's say brown or yellow. If
3 you wanted the alternative.

4 MR. BJELAJAC: What I would suggest
5 you do -- and the same thing with Ms. Fortner when she
6 talked -- is send a written letter to both the town and
7 the village expressing your desires as far as will it
8 be part of the brown area or not. It is going to be
9 totally up to the Village of Paddock Lake and the Town
10 of Salem as far as whether any changes are made in
11 response to your letter, but that is the route to go
12 and that is the reason for this public hearing tonight
13 in large part.

14 MR. STOCKWELL: And you said the 21st
15 of December, they are eligible -- that is the first date
16 they could vote on this?

17 MR. BJELAJAC: Within 20 days after
18 today's date, so I think -- I didn't calculate it out,
19 but we get past the 20-day window, in that time frame,
20 yes.

21 MR. STOCKWELL: Thank you. That's
22 it.

23 MR. OLEP: Walt Olep. Earlier,
24 you did not discuss any of the infrastructure like
25 drainage, watercourses. Like the brown area is now, the

1 yellow areas below them to going to probably develop and
2 they are going to be drainage issues. Are you following
3 the Southeast Regional Planning Commission on
4 environmental corridor as far as the Des Plaines River
5 is concerned?

6 MR. BJELAJAC: Why don't we have the
7 engineers respond to that? Bob or Steve or Chris?

8 MR. KAEMPFER: There are provisions
9 in the agreement for storm water management and those
10 would address those types of issues. I don't think
11 there is any thought of changing environmental corridors
12 or anything like that. Those all have to be observed,
13 so --

14 MR. SCHOLZE: I think to make it
15 clear on the environmental corridor issue, neither the
16 village nor the town have the authority to specify what
17 is an environmental corridor or what is not. They have
18 some authority to make some regulations based on the
19 categorization of that property, but the determination
20 of that is set by SEWRPC.

21 On the storm water drainage issue, there
22 is a significant portion of the agreement that talks
23 about basically the cooperation between the town and
24 the village on those storm water drainage issues, but
25 the heart of that section of the agreement is compliance

1 with the Department of Natural Resources requirements
2 and there are some newer requirements in place now to
3 address those storm water drainage issues.

4 So I think frankly even if this
5 agreement -- it does not do this, but even if the
6 agreement said village and town both say we don't care,
7 do whatever you want with drainage, it wouldn't matter.
8 The DNR has regulations that apply. The agreement
9 doesn't say that. Instead, it says we are going to
10 comply with those DNR regulations in both the town and
11 the village and do this in a manner that we are not
12 going to create issues or difficulties in either
13 municipality because of the way we are managing the
14 storm water --

15 MR. OLEP: What you won't have
16 is a wholesale flooding of something from a new
17 subdivision into the village or into the environmental
18 corridor?

19 MR. SCHOLZE: Exactly.

20 MR. BJELAJAC: Correct. That will
21 not happen.

22 MR. OLEP: Thank you. That's
23 all the question I had.

24 MR. BJELAJAC: Anybody else with a
25 question or comment?

1 Rich, I turn this over to you. You
2 started it; wrap it up.

3 MR. SCHOLZE: If everybody who
4 has -- who wishes to make a comment or raise a question,
5 now is your chance because I think otherwise, I will say
6 thank you very much for coming and for your attention,
7 for your comments and your questions.

8 It is about five to 8:00 o'clock, so we
9 have gotten through this in about 55 minutes, very
10 efficient. I think we can close this public hearing
11 unless -- last chance for any comments.

12 Hearing none, I think we will close this
13 public hearing. A final reminder. Jeff has mentioned
14 this a couple times, but I want to reiterate it. Do
15 not forget that you not only have the right under the
16 statute, but I know that the town board of the Town of
17 Salem and I am assuming that the village board as well
18 would appreciate any written comments or questions that
19 you have regarding the agreement. If you want to obtain
20 a copy of the agreement, they are available at both
21 municipalities. You have that 20-day opportunity to do
22 that, so please take advantage of that because that will
23 be helpful to both municipalities in reviewing this
24 agreement and making sure that the ultimate agreement we
25 reach here is one that is beneficial for everybody.

1 MR. BJELAJAC: We will hang around to
2 answer any questions that you may have. Thank you.
3 (WHEREUPON, PROCEEDINGS CONCLUDED AT 8:00 P.M.)
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

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

5 I, SUSAN K. TAYLOR, do hereby certify
6 that I am a stenographic reporter; that I was present at
7 the hearing in the above entitled action, and that I
8 recorded the same in shorthand; that the above and
9 foregoing is a true, correct and exact copy, in
10 longhand, of my shorthand notes taken at said hearing.
11

12 Dated this 15th day of December, 2006
13

14
15
16 
17
18 SUSAN K. TAYLOR
19 Court Reporter
20
21
22
23
24
25

RECEIVED

JUL 12 2007

DAVISON & MULLIGAN, LTD.

SUSAN K. TAYLOR

262-553-1058
FAX NO. 553-2010

COURT REPORTER

\$

\$1,250 [4] - 15:7,
15:12, 18:4, 18:21
\$3,500 [1] - 15:8
\$300,000 [1] - 31:11

1

1,000 [9] - 14:1, 14:2,
14:5, 15:2, 16:1, 16:9,
16:11, 16:17, 24:16
1.25 [1] - 15:14
15 [1] - 11:22
15th [1] - 41:12
16 [1] - 1:18
18 [1] - 11:23

2

20 [11] - 5:14, 8:21,
8:22, 9:14, 10:13,
12:5, 12:16, 17:20,
25:8, 33:9, 36:17
20-day [2] - 36:19,
39:21
20-year [8] - 9:20,
9:22, 10:3, 10:10,
10:12, 10:14, 10:17,
11:20
2006 [2] - 1:18, 41:12
208 [2] - 26:25, 27:2
21 [1] - 25:9
21st [1] - 36:14

3

3,000 [1] - 17:24
30 [1] - 17:20

4

40 [1] - 17:20

5

50 [1] - 17:20
55 [1] - 39:9

7

7:00 [1] - 1:19

8

8:00 [2] - 39:8, 40:3

A

ability [3] - 6:7, 9:7,
14:4
able [1] - 31:15
accommodate [2] -
31:12, 31:13
acknowledge [1] -
32:24
acquiesces [1] -
9:24
acres [2] - 23:12,
23:17
action [1] - 41:7
add [2] - 18:20,
19:15
addition [3] - 8:13,
16:5, 19:22
additional [5] - 15:6,
18:4, 18:6, 28:4,
32:18
additionally [1] -
16:6
Additionally [1] -
15:1
additions [2] - 11:10,
34:8
address [3] - 5:2,
37:10, 38:3
addressed [1] -
34:20
adjacent [1] - 36:1
administration [1] -
6:16
advantage [2] -
12:14, 39:22
affect [2] - 2:9, 20:11
age [1] - 29:20
ago [2] - 30:17,
35:22
agree [1] - 31:5
agreed [4] - 8:19,
9:14, 9:15, 32:9
AGREEMENT [1] -
1:6
agreement [63] - 2:3,
2:9, 2:18, 4:4, 4:6,
4:7, 4:10, 5:25, 6:10,
6:15, 6:21, 6:25, 7:2,
7:13, 7:15, 7:16, 7:23,
8:16, 8:20, 9:11,
10:20, 11:10, 12:17,
12:19, 13:6, 13:12,
13:14, 13:20, 13:24,

14:4, 14:9, 18:9,
19:11, 19:20, 19:21,
19:24, 20:9, 20:20,
21:11, 22:18, 24:17,
24:24, 25:14, 28:4,
28:9, 28:21, 29:6,
29:16, 30:2, 30:8,
30:11, 34:25, 37:9,
37:22, 37:25, 38:5,
38:6, 38:8, 39:19,
39:20, 39:24
agreements [16] -
6:2, 6:14, 6:19, 8:1,
19:12, 20:11, 20:14,
20:15, 20:22, 20:23,
21:6, 21:9, 21:10,
29:13, 30:5, 33:25
agrees [2] - 26:5,
31:5
ahead [4] - 4:25,
19:17, 22:21, 24:11
allocates [1] - 20:4
allow [3] - 5:23,
11:10, 22:23
allowed [2] - 34:10,
35:6
allows [1] - 21:4
alternative [1] - 36:3
alternatives [1] -
35:25
amend [1] - 32:2
amount [1] - 15:6
amounts [1] - 18:10
ample [1] - 8:13
AND [2] - 1:5, 1:6
annex [2] - 8:24,
31:6
annexation [3] -
21:5, 22:15, 22:16
annexations [1] -
21:3
annexed [2] - 22:8,
23:5
answer [6] - 4:15,
8:6, 21:22, 28:19,
32:18, 40:2
answering [1] - 2:8
answers [1] - 34:14
apply [5] - 23:5,
23:14, 23:15, 23:16,
38:8
appreciate [1] -
39:18
approach [1] - 4:1
approached [1] -
13:9
appropriate [4] -
5:19, 12:18, 12:21,
35:13
approval [4] - 7:17,

8:3, 8:4, 34:6
approve [5] - 20:20,
25:12, 25:14, 25:17,
33:25
approved [6] - 22:18,
25:19, 26:4, 26:16,
27:9, 28:12
approves [1] - 7:25
approving [1] - 26:8
April [1] - 26:5
area [34] - 8:24, 9:8,
9:14, 9:15, 9:16, 9:19,
9:20, 10:4, 10:6,
10:25, 12:1, 18:12,
20:3, 22:11, 23:24,
24:2, 24:6, 26:25,
27:2, 27:7, 27:9,
27:12, 27:14, 29:24,
31:20, 32:3, 32:5,
33:20, 36:1, 36:8,
36:25
area-wide [1] - 18:12
areas [4] - 20:24,
29:15, 33:21, 37:1
arranged [1] - 31:2
arrangement [1] -
16:1
aspects [1] - 16:20
Associates [1] - 3:15
assume [1] - 15:4
Assuming [1] -
33:24
assuming [4] - 15:2,
26:5, 27:8, 39:17
assured [1] - 12:6
AT [1] - 40:3
attach [5] - 10:1,
11:3, 20:22, 22:21,
22:24
attached [2] - 22:16,
24:7
attachment [3] -
11:9, 21:11, 24:9
attained [1] - 14:11
attention [1] - 39:6
attorney [6] - 2:6,
3:11, 3:18, 3:21, 25:3,
27:20
attributable [1] -
18:5
authority [2] - 37:16,
37:18
automatically [1] -
25:19
available [3] - 16:12,
35:25, 39:20
aware [2] - 27:1,
35:23

B

bad [2] - 5:19, 35:22
bag [1] - 25:2
ball [1] - 25:6
bargaining [2] - 6:7,
6:11
base [1] - 15:20
based [1] - 37:18
basis [2] - 16:16,
35:4
Baxter [2] - 3:23, 4:9
became [1] - 35:23
become [8] - 9:21,
10:5, 10:7, 10:10,
10:12, 12:24, 13:2,
26:7
becomes [2] - 6:14,
6:21
becoming [1] - 24:7
beginning [3] - 4:19,
30:20
behalf [1] - 15:9
below [2] - 30:24,
37:1
beneficial [1] - 39:25
benefit [3] - 15:17,
20:7, 21:15
BENSON [1] - 3:22
Benson [1] - 3:22
best [4] - 4:15,
11:25, 21:22, 31:7
better [2] - 15:19,
27:23
between [10] - 2:3,
4:5, 7:5, 19:10, 20:11,
22:25, 24:22, 29:21,
30:2, 37:23
big [1] - 9:9
bill [1] - 17:5
bit [1] - 4:11
BJELAJAC [37] -
3:17, 3:25, 7:3, 9:17,
12:13, 18:8, 21:25,
23:2, 23:9, 23:15,
24:15, 24:24, 25:5,
25:23, 26:6, 26:12,
26:16, 26:21, 27:5,
27:23, 28:2, 28:6,
29:8, 30:13, 31:19,
31:25, 32:10, 32:15,
34:16, 34:22, 35:21,
36:4, 36:17, 37:6,
38:20, 38:24, 40:1
Bjelajac [1] - 3:18
black [1] - 25:2
blessing [1] - 6:3
board [12] - 25:7,
32:11, 33:2, 33:3,

33:12, 33:18, 33:20,
35:15, 35:16, 39:16,
39:17
boards [6] - 2:17,
7:17, 25:20, 33:24,
34:6, 35:7
Bob [2] - 3:22, 37:7
boil [1] - 31:25
border [1] - 36:1
borders [2] - 29:19,
30:11
BOTH [1] - 25:6
bottom [1] - 30:23
boundaries [1] -
12:3
BOUNDARY [1] - 1:6
boundary [31] - 2:3,
4:4, 4:10, 4:23, 5:25,
6:2, 6:9, 6:19, 7:15,
8:15, 8:19, 9:20, 9:23,
11:20, 12:15, 12:17,
13:5, 13:6, 13:11,
19:11, 19:21, 20:10,
21:6, 22:18, 25:15,
28:4, 28:8, 28:17,
29:6, 29:16, 30:11
brief [2] - 3:6, 5:5
bringing [1] - 27:2
broad [3] - 4:2, 4:12,
20:10
broader [1] - 15:20
brown [13] - 9:16,
9:19, 9:20, 10:4, 10:6,
22:11, 23:24, 24:6,
27:7, 36:1, 36:2, 36:8,
36:25
brush [2] - 4:2, 4:12
building [1] - 24:9
built [1] - 17:15
bureau [2] - 6:17,
21:1
buyers [1] - 24:23
buying [1] - 23:22

C

calculate [1] - 36:18
capacity [3] - 16:4,
16:7, 16:15
card [1] - 27:24
care [3] - 14:22,
16:22, 38:6
carrier [1] - 5:17
case [2] - 15:3, 26:4
categorization [1] -
37:19
Central [1] - 1:17
certain [2] - 11:2,
35:11

Certainly [1] - 12:21
certify [1] - 41:5
chance [3] - 5:21,
39:5, 39:11
change [2] - 11:6,
35:11
changes [5] - 2:20,
2:21, 28:17, 28:23,
36:10
changing [1] - 37:11
charge [3] - 14:1,
14:19, 17:2
charged [1] - 23:19
charges [4] - 14:20,
14:24, 18:4, 18:13
Chris [5] - 3:14, 4:8,
18:25, 35:1, 37:7
Christmas [3] -
25:10, 26:18, 26:19
City [1] - 10:20
city [1] - 22:12
clear [1] - 37:15
clerk [2] - 5:16
close [5] - 12:2,
32:17, 32:20, 39:10,
39:12
closed [3] - 28:10,
34:21, 35:6
collect [1] - 17:7
collection [6] - 16:2,
16:3, 16:10, 16:11,
17:2, 18:7
coming [2] - 30:19,
39:6
comment [6] - 21:15,
21:21, 30:16, 32:16,
38:25, 39:4
comments [12] - 3:5,
4:17, 5:15, 19:16,
21:20, 22:5, 33:7,
33:9, 39:7, 39:11,
39:18
commercial [1] -
11:6
Commission [1] -
37:3
committee [4] -
33:15, 33:16, 34:5,
34:13
committees [1] -
33:19
common [1] - 22:2
community [1] -
20:12
completely [1] -
30:12
compliance [1] -
37:25
comply [1] - 38:10
conceptual [1] -

30:21
concerned [2] -
32:14, 37:5
concerning [1] - 8:7
CONCLUDED [1] -
40:3
conducted [1] -
34:24
connected [1] -
17:16
connecting [4] -
15:10, 15:12, 15:13,
18:15
connection [12] -
15:1, 15:5, 15:7,
17:14, 17:22, 17:24,
18:17, 18:19, 18:21
connections [1] -
15:2
consent [1] - 10:11
consider [3] - 28:16,
28:22, 32:11
considered [1] -
28:10
considering [2] -
32:4, 35:8
constituting [1] -
33:1
constructed [2] -
14:6, 14:14
construction [2] -
14:11, 20:2
consultants [1] -
33:5
consulting [1] - 3:15
content [1] - 28:21
contiguous [2] -
22:7, 22:11
continue [4] - 11:14,
20:15, 21:12, 34:10
continues [1] - 29:24
contracting [1] -
24:16
cooperate [1] - 21:12
cooperating [1] -
20:25
cooperation [2] -
29:20, 37:23
COOPERATIVE [1] -
1:6
cooperative [2] - 4:4,
12:12
coordinate [2] -
23:22, 23:25
copies [1] - 20:22
copy [2] - 39:20,
41:9
corporate [2] - 9:6,
9:8
Correct [1] - 38:20

correct [4] - 9:23,
25:24, 25:25, 41:9
corridor [4] - 37:4,
37:15, 37:17, 38:18
corridors [1] - 37:11
cost [1] - 20:5
costs [8] - 13:19,
14:16, 14:23, 15:14,
15:15, 16:12, 18:11,
18:22
county [5] - 33:12,
33:18, 33:19, 34:5,
34:12
COUNTY [1] - 41:3
couple [6] - 2:13,
3:6, 19:19, 26:1,
28:25, 39:14
course [1] - 35:17
Court [1] - 41:19
court [7] - 2:24, 3:8,
5:6, 5:10, 22:1, 32:25,
34:17
cover [3] - 8:12,
20:10, 22:14
covered [1] - 19:18
create [3] - 6:1,
15:19, 38:12
criteria [1] - 6:20
crops [1] - 28:16
crystal [1] - 25:5
customer [1] - 17:4
customers [4] -
14:13, 14:18, 18:9,
18:10

D

date [6] - 21:9,
29:22, 31:4, 31:6,
36:15, 36:18
Dated [1] - 41:12
dates [1] - 25:9
DAVISON [12] - 3:20,
5:1, 8:2, 10:18, 16:19,
20:18, 22:9, 22:13,
25:25, 26:18, 32:20,
33:24
Davison [4] - 3:20,
4:8, 4:9, 18:25
days [4] - 5:14, 25:9,
33:9, 36:17
deal [2] - 29:14, 30:5
death [1] - 21:7
December [5] - 25:8,
25:9, 34:1, 36:15,
41:12
decide [1] - 10:14
decision [2] - 32:1,
32:12
decisions [2] - 9:5,
9:12
degree [1] - 24:1
delay [1] - 30:19
department [1] -
6:16
Department [2] -
27:10, 38:1
depicted [2] - 8:19,
12:3
Des [1] - 37:4
described [1] - 7:12
desire [2] - 10:24,
12:25
desires [1] - 36:7
destined [1] - 31:21
detail [1] - 17:11
detailed [1] - 14:9
details [2] - 8:6, 8:7
determination [1] -
37:19
develop [7] - 11:14,
12:1, 23:13, 29:3,
30:20, 31:15, 37:1
developed [2] -
34:20, 34:23
developer [3] -
23:21, 24:3, 24:12
developing [1] -
30:17
development [5] -
11:24, 23:17, 24:14,
30:22, 32:5
Development [1] -
28:25
developments [3] -
12:8, 12:9, 34:7
deviation [1] - 7:2
Dick [1] - 34:18
difference [1] - 6:11
different [2] - 16:3,
16:13
difficulties [1] -
38:12
directly [1] - 18:5
discuss [1] - 36:24
discussed [2] -
17:11, 29:16
discussion [4] - 8:9,
15:4, 35:14, 35:15
discussions [8] -
7:4, 11:21, 19:4, 19:5,
29:13, 29:22, 34:23,
35:12
distributed [1] -
35:14
district [4] - 13:9,
13:25, 17:25, 27:17
District [2] - 3:19,
15:16

divide [1] - 24:8
 division [1] - 24:7
 DNR [3] - 27:13,
 38:8, 38:10
 document [4] -
 30:15, 35:2, 35:3,
 35:5
 documents [5] - 4:3,
 26:7, 28:17, 28:23,
 35:18
 dollars [1] - 15:14
 done [6] - 5:4, 17:13,
 19:10, 20:4, 20:6,
 25:13
 down [12] - 2:25, 3:2,
 3:3, 11:7, 11:22,
 11:23, 12:21, 25:3,
 28:19, 31:22, 32:1,
 34:17
 draft [3] - 2:19, 28:8,
 35:12
 drafted [1] - 7:15
 drafts [3] - 28:7,
 28:9, 32:4
 drainage [9] - 8:13,
 20:1, 21:13, 36:25,
 37:2, 37:21, 37:24,
 38:3, 38:7
 due [1] - 35:17
 During [1] - 9:19
 during [4] - 9:22,
 10:10, 10:12, 10:23

E

easement [1] - 33:16
 easier [2] - 3:2, 3:8
 easiest [1] - 3:4
 effect [1] - 24:10
 effective [1] - 26:7
 efficient [1] - 39:10
 effort [2] - 7:7, 18:24
 either [4] - 5:16,
 11:15, 28:13, 38:12
 elaborate [1] - 8:3
 elected [2] - 5:18,
 32:22
 element [1] - 8:10
 elements [2] - 8:12,
 9:11
 eligible [2] - 25:11,
 36:15
 eliminate [1] - 21:5
 eliminated [1] - 9:10
 eloquent [1] - 16:21
 embarrass [1] -
 32:23
 enacted [2] - 5:23,
 6:13

encountered [1] -
 18:2
 end [8] - 10:2, 10:13,
 10:16, 11:18, 11:20,
 24:25, 33:7, 34:5
 enforce [2] - 6:12,
 7:1
 engineers [3] - 3:15,
 3:24, 37:7
 enjoyable [1] - 19:4
 enter [1] - 5:24
 entered [1] - 21:9
 entire [1] - 12:1
 entitled [2] - 9:1,
 41:7
 environmental [5] -
 37:4, 37:11, 37:15,
 37:17, 38:17
 equivalents [1] -
 14:1
 era [1] - 4:19
 Ernest [1] - 26:24
 essentially [2] -
 8:18, 11:4
 estimate [1] - 11:25
 etc [2] - 35:10, 35:12
 evening [1] - 8:9
 event [3] - 5:3, 5:8,
 7:1
 events [3] - 11:2,
 11:4, 24:5
 eventually [1] - 10:6
 exact [1] - 41:9
 Exactly [1] - 38:19
 example [4] - 9:7,
 10:19, 22:19, 24:9
 except [1] - 17:5
 exceptions [2] -
 34:9, 34:14
 exclusively [1] -
 14:12
 exercise [2] - 8:25,
 9:1
 exercised [1] - 9:13
 existing [3] - 17:18,
 20:11, 20:23
 expect [1] - 26:3
 expenses [2] -
 14:16, 16:12
 experience [1] - 6:5
 experts [1] - 17:11
 explain [1] - 3:13
 explained [1] - 17:11
 explanation [1] - 3:6
 expressing [1] - 36:7
 extent [2] - 5:12,
 10:3
 extra [2] - 15:12,
 18:11
 extremely [2] - 7:6,

20:21

F

fact [3] - 8:22, 14:17,
 18:6
 fair [5] - 15:23, 16:8,
 19:8, 19:9, 35:5
 fairest [1] - 31:7
 fairly [2] - 20:5, 30:6
 faith [1] - 7:7
 fall [1] - 25:9
 familiar [1] - 22:15
 family [7] - 10:8,
 11:8, 14:3, 14:5, 15:3,
 34:9, 34:11
 far [1] - 2:13, 4:10,
 10:15, 14:9, 25:23,
 28:20, 29:14, 33:16,
 36:7, 36:10, 37:4
 farm [2] - 23:7, 23:8
 fast [1] - 28:5
 fear [1] - 12:10
 feature [2] - 10:21,
 17:8
 fee [7] - 15:5, 15:7,
 15:8, 17:1, 17:24,
 18:20, 18:21
 fees [5] - 17:14,
 17:22, 18:17
 final [1] - 39:13
 finality [1] - 28:13
 finalized [1] - 28:21
 finally [1] - 7:25
 finances [1] - 17:12
 financial [1] - 16:20
 financially [1] -
 15:21
 finishing [1] - 4:10
 fire [1] - 20:13
 first [6] - 4:23, 12:15,
 17:1, 25:10, 29:1,
 36:15
 First [2] - 5:3, 14:8
 five [2] - 30:17, 39:8
 fix [4] - 17:21, 17:22,
 17:24, 25:4
 flexibility [1] - 22:23
 flooding [1] - 38:16
 flow [1] - 14:6
 flowing [1] - 16:17
 FOLAN [8] - 23:3,
 23:11, 25:21, 26:9,
 26:19, 26:22, 27:19,
 28:1
 Folan [1] - 23:4
 follow [5] - 5:2, 5:5,
 5:8, 16:19, 20:18
 follow-up [3] - 5:2,

5:8, 16:19
 following [1] - 37:2
 FOR [1] - 1:5
 forced [1] - 10:11
 foregoing [1] - 41:9
 forever [1] - 16:1
 forget [1] - 39:15
 forgetting [1] - 13:22
 forgot [1] - 33:11
 forth [3] - 33:17,
 34:7, 35:11
 FORTNER [7] - 28:3,
 28:24, 30:10, 30:16,
 31:23, 32:7, 32:13
 Fortner [2] - 28:3,
 36:5
 forward [1] - 12:10
 four [2] - 8:5, 34:24
 frame [3] - 25:11,
 26:2, 36:19
 frames [1] - 35:22
 frankly [5] - 4:20,
 6:4, 7:4, 16:22, 38:4
 frown [1] - 7:20
 frozen [1] - 12:15
 full [1] - 25:2
 funds [1] - 15:11
 future [10] - 6:23,
 14:16, 14:22, 15:25,
 24:2, 30:8, 30:9,
 30:25, 31:4, 31:6

G

games [2] - 7:6, 19:6
 generally [1] - 17:17
 gentlemen [1] - 2:1
 germane [1] - 8:8
 glad [1] - 8:6
 goal [3] - 7:9, 21:3,
 21:5
 Godfrey [4] - 4:8,
 19:1, 19:3, 35:1
 golden [1] - 29:20
 GOLITZ [2] - 22:6,
 22:10
 Gollitz [1] - 22:7
 government [2] -
 6:15, 20:25
 governmental [1] -
 30:2
 grandfathered [1] -
 33:22
 green [1] - 30:23
 ground [1] - 2:14
 growth [7] - 9:19,
 13:18, 23:24, 29:24,
 31:20, 32:3, 32:5
 guaranteed [1] -

17:8
 guaranteeing [2] -
 16:9, 16:10
 guess [4] - 23:23,
 26:3, 26:11, 27:23
 Guys [1] - 29:10
 guys [1] - 3:12

H

half [2] - 9:8, 24:23
 hammer [2] - 7:9,
 35:2
 hammered [1] -
 18:25
 hang [1] - 40:1
 hard [2] - 28:5, 35:1
 Haven [2] - 28:24,
 30:22
 hear [1] - 3:8
 HEARING [1] - 1:4
 Hearing [1] - 39:12
 hearing [1] - 2:2,
 2:14, 2:23, 5:14,
 32:17, 32:21, 36:12,
 39:10, 39:13, 41:7,
 41:10
 heart [1] - 37:25
 Heath [2] - 28:24,
 30:21
 help [5] - 2:7, 15:13,
 15:15, 17:24, 18:21
 helpful [1] - 39:23
 hereby [1] - 41:5
 hiding [1] - 19:2
 high [1] - 14:10
 High [1] - 1:17
 higher [1] - 18:19
 highly [1] - 11:22
 Historically [1] -
 26:2
 hits [1] - 16:14
 hold [2] - 5:4, 25:7
 home [3] - 11:8,
 11:11, 23:6
 homeowners [1] -
 34:11
 homes [1] - 34:9
 hooking [1] - 18:19
 hope [1] - 34:14
 hoping [1] - 25:6
 hour [1] - 5:20
 house [2] - 23:11,
 23:18
 humor [1] - 22:2
 hundred [1] - 23:12
 hypothetically [1] -
 33:25

SUSAN K. TAYLOR

262-553-1058
 FAX NO. 553-2010

COURT REPORTER

I

idea [2] - 7:21, 7:22
 ideas [1] - 4:17
 immediately [2] - 7:17, 34:3
 important [5] - 6:22, 9:3, 10:21, 11:17, 12:25
 importantly [1] - 4:16
 improvements [1] - 17:13
 inclined [1] - 16:21
 include [2] - 16:17, 34:7
 included [1] - 36:2
 including [1] - 16:8
 incorporate [1] - 12:18
 incorporated [2] - 9:4, 10:23
 increase [4] - 16:15, 18:13, 18:16
 incur [1] - 17:3
 incurred [1] - 18:11
 indirectly [1] - 18:5
 individual [1] - 2:10
 infiltration [1] - 17:18
 information [3] - 2:15, 2:22, 27:18
 infrastructure [2] - 20:2, 36:24
 input [4] - 2:18, 2:22, 4:16, 28:15
 inspections [1] - 14:10
 instead [1] - 38:9
 intend [2] - 8:2, 8:9
 intentionally [1] - 13:15
 inter [1] - 30:2
 inter-governmental [1] - 30:2
 interested [3] - 13:5, 13:7, 33:4
 interference [1] - 12:11
 introduce [2] - 2:12, 3:12
 involved [4] - 4:7, 11:24, 27:4, 34:13
 issue [3] - 27:15, 37:15, 37:21
 issues [12] - 5:2, 13:10, 19:25, 20:1, 20:10, 21:13, 37:2, 37:10, 37:24, 38:3,

38:12
 itself [1] - 8:16

J

January [1] - 26:20
 Jeff [10] - 3:20, 4:8, 4:9, 7:12, 7:24, 13:21, 18:25, 19:22, 34:25, 39:13
 Joan [1] - 28:3
 John [4] - 3:17, 16:21, 19:18, 19:22
 jump [2] - 13:21, 29:10

K

KAEMPFER [2] - 3:14, 37:8
 Kaempfer [5] - 3:14, 3:15, 4:8, 19:1, 35:1
 Kathleen [1] - 23:3
 keeping [2] - 8:20, 10:15
 KENOSHA [1] - 41:3
 Kenosha [1] - 10:20
 key [1] - 4:13
 kind [2] - 2:8, 13:10
 kinds [3] - 17:21, 20:3, 20:13
 knock [1] - 11:7
 knowledgeable [1] - 2:7

L

Ladies [1] - 2:1
 LAKE [1] - 1:5
 Lake [45] - 2:3, 3:21, 3:24, 4:5, 5:17, 7:5, 9:21, 9:24, 10:1, 10:7, 12:19, 12:24, 13:4, 13:6, 13:17, 13:18, 16:15, 17:3, 17:7, 18:9, 18:14, 23:5, 24:1, 24:21, 25:7, 25:22, 26:11, 26:24, 28:14, 29:4, 29:13, 29:15, 29:17, 30:1, 30:11, 31:6, 31:22, 32:1, 33:3, 33:15, 33:21, 34:3, 34:4, 35:16, 36:9
 land [13] - 8:25, 9:5, 9:12, 10:2, 11:14, 23:18, 23:22, 33:15, 33:18, 34:5, 34:12

large [2] - 18:25, 36:13
 last [1] - 39:11
 law [3] - 21:4, 22:17, 25:12
 lead [1] - 4:10
 leak [1] - 17:20
 least [5] - 2:19, 5:24, 12:16, 30:4, 33:12
 leave [1] - 30:7
 legislature [3] - 5:23, 6:9, 6:13
 lenient [1] - 31:8
 less [1] - 33:14
 letter [4] - 27:20, 36:6, 36:11
 level [1] - 14:24
 library [1] - 20:13
 likelihood [2] - 18:1, 20:19
 likely [1] - 11:22
 limiting [2] - 31:2, 31:16
 limits [2] - 9:6, 9:9
 line [2] - 7:15, 12:15
 live [3] - 6:24, 23:4, 23:7
 local [1] - 5:18
 located [2] - 14:12, 23:23
 locked [1] - 31:14
 logistical [1] - 5:1
 long-range [1] - 20:1
 longhand [1] - 41:10
 look [2] - 10:14, 19:12
 looking [1] - 31:10
 low [1] - 20:21

M

Ma'am [1] - 27:6
 ma'am [1] - 23:10
 mad [2] - 3:1, 5:10
 Madison [1] - 34:19
 main [1] - 34:23
 mains [1] - 16:13
 maintain [1] - 18:12
 maintained [1] - 14:14
 maintenance [1] - 14:22
 man [1] - 25:2
 management [1] - 37:9
 managing [1] - 38:13
 manner [3] - 12:12, 20:4, 38:11
 map [2] - 8:20, 12:3

massage [1] - 35:10
 matter [4] - 11:19, 12:5, 16:2, 38:7
 matters [1] - 34:1
 meet [1] - 35:6
 meetings [1] - 25:8
 meets [1] - 6:19
 members [3] - 2:16, 33:1, 33:6
 mention [3] - 7:11, 20:8, 30:12
 mentioned [5] - 6:17, 18:23, 20:23, 29:1, 39:13
 met [1] - 35:4
 might [9] - 2:9, 5:12, 8:7, 8:23, 9:1, 12:4, 12:8, 12:9, 22:25
 mile [1] - 9:8
 million [2] - 15:14
 mind [1] - 8:20
 minimum [1] - 15:23
 minutes [2] - 32:25, 39:9
 miss [1] - 34:21
 misstating [1] - 13:22
 money [2] - 15:18, 25:3
 months [3] - 8:5, 26:1, 35:22
 monumental [1] - 30:7
 MOONEY [1] - 26:23
 Mooney [3] - 26:24, 27:5, 27:6
 MR [72] - 2:1, 3:14, 3:17, 3:20, 3:22, 3:25, 4:24, 5:1, 7:3, 8:2, 9:17, 10:18, 12:13, 16:19, 18:8, 19:18, 20:18, 21:14, 21:25, 22:6, 22:9, 22:10, 22:13, 23:2, 23:9, 23:15, 24:4, 24:15, 24:24, 25:5, 25:23, 25:25, 26:6, 26:12, 26:16, 26:18, 26:21, 26:23, 27:5, 27:23, 28:2, 28:6, 29:8, 30:13, 31:19, 31:25, 32:10, 32:15, 32:20, 33:13, 33:24, 34:16, 34:18, 34:22, 35:19, 35:21, 35:23, 36:4, 36:14, 36:17, 36:21, 36:23, 37:6, 37:8, 37:14, 38:15, 38:19, 38:20, 38:22, 38:24, 39:3, 40:1

MS [15] - 23:3, 23:11, 25:21, 26:9, 26:19, 26:22, 27:19, 28:1, 28:3, 28:24, 30:10, 30:16, 31:23, 32:7, 32:13
 municipal [7] - 7:21, 9:4, 27:14, 29:2, 29:12, 29:18, 29:25
 municipalities [12] - 2:16, 4:20, 5:23, 8:4, 9:4, 13:5, 20:17, 25:12, 26:8, 26:17, 39:21, 39:23
 municipality [6] - 6:6, 10:23, 13:3, 22:16, 22:17, 38:13
 must [1] - 8:10
 mutual [1] - 14:9

N

name [8] - 2:5, 3:17, 21:16, 22:1, 22:2, 22:3, 22:6, 23:3
 Natural [2] - 27:10, 38:1
 nature [1] - 34:14
 near [1] - 30:8
 nearly [1] - 12:2
 necessarily [2] - 8:8, 19:20
 necessary [5] - 2:21, 22:3, 25:8, 28:18, 28:23
 need [4] - 2:21, 11:11, 22:7, 22:11
 needs [3] - 6:17, 16:4, 27:1
 negate [2] - 30:12, 30:13
 negotiated [1] - 35:17
 negotiation [2] - 7:8, 28:11
 negotiations [1] - 34:23
 neighbor [1] - 6:8
 neighborhood [3] - 31:1, 31:2, 31:12
 never [2] - 6:2, 23:19
 new [6] - 4:19, 11:20, 13:18, 13:19, 18:2, 38:16
 newer [1] - 38:2
 next [4] - 8:22, 9:13, 12:5, 35:24
 nice [1] - 12:25
 nobody [1] - 29:1

none [1] - 39:12
 normal [1] - 35:17
 north [1] - 30:23
 note [1] - 33:7
 notes [1] - 41:10
 notice [1] - 32:21
 noticed [1] - 33:4
 Notwithstanding [1]
 - 14:17
 November [1] - 1:18
 nullify [1] - 33:20
 number [2] - 17:8,
 32:21
 Number [1] - 17:10
 numerous [1] - 6:20

O

o'clock [1] - 39:8
 objecting [1] - 12:20
 objections [1] -
 12:23
 obligated [1] - 31:1
 obligation [2] -
 14:25, 24:11
 observed [1] - 37:12
 obtain [1] - 39:19
 obvious [1] - 8:14
 occur [1] - 32:6
 OF [4] - 1:5, 41:1,
 41:3
 officially [1] - 32:17
 officials [2] - 5:18,
 32:22
 offset [4] - 15:13,
 15:15, 18:4, 18:21
 often [1] - 6:6
 old [2] - 6:9, 17:20
 OLEP [3] - 36:23,
 38:15, 38:22
 Olep [1] - 36:23
 once [10] - 5:9, 6:14,
 6:18, 22:18, 25:13,
 31:14, 33:23, 35:3,
 35:4
 Once [1] - 35:12
 one [18] - 3:4, 3:7,
 6:10, 6:23, 7:13, 14:3,
 17:5, 17:8, 19:14,
 21:4, 21:10, 24:5,
 24:20, 27:21, 27:24,
 33:12, 39:25
 One [4] - 4:3, 9:11,
 21:8, 24:4
 open [1] - 28:4
 opportunity [2] -
 12:23, 39:21
 option [7] - 10:9,
 10:22, 11:15, 29:1,

31:4, 31:17, 32:8
 options [2] - 28:4,
 29:1
 order [3] - 2:2, 22:7,
 22:15
 otherwise [2] - 9:2,
 39:5
 outside [2] - 9:8,
 9:14
 overview [2] - 4:3,
 4:13
 owned [1] - 14:13
 owner [3] - 9:25,
 22:23, 35:25
 owners [3] - 2:10,
 15:11, 22:25

P

P.M [1] - 40:3
 p.m [1] - 1:19
 PADDOCK [1] - 1:5
 Paddock [45] - 2:3,
 3:21, 3:23, 4:5, 5:17,
 7:5, 9:21, 9:24, 9:25,
 10:7, 12:19, 12:24,
 13:4, 13:6, 13:17,
 13:18, 16:15, 17:3,
 17:7, 18:9, 18:14,
 23:5, 24:1, 24:21,
 25:7, 25:22, 26:11,
 26:24, 28:14, 29:4,
 29:12, 29:15, 29:17,
 30:1, 30:11, 31:6,
 31:22, 32:1, 33:3,
 33:14, 33:21, 34:2,
 34:4, 35:16, 36:9
 paid [4] - 15:5, 15:8,
 15:9, 15:12
 parcel [5] - 4:6,
 22:16, 22:19, 22:24,
 31:17
 parcels [3] - 10:2,
 18:18, 31:18
 Part [1] - 4:6
 part [14] - 9:21, 10:5,
 10:10, 10:12, 13:2,
 18:25, 20:21, 24:13,
 24:15, 28:11, 30:24,
 32:5, 36:8, 36:13
 participate [1] -
 16:16
 participated [1] -
 4:11
 particular [5] - 7:13,
 9:24, 10:2, 21:1,
 31:17
 parties [3] - 6:11,
 31:5, 33:4

partner [1] - 7:15
 partners [1] - 7:21
 parts [1] - 4:13
 party [2] - 6:14,
 19:14
 pass [1] - 33:19
 passage [1] - 18:11
 passed [3] - 23:7,
 24:23, 33:17
 past [4] - 6:1, 7:10,
 24:22, 36:19
 pattern [1] - 11:23
 Paul [1] - 22:6
 pay [10] - 15:5, 16:5,
 16:8, 16:16, 16:22,
 16:23, 17:6, 18:10,
 18:18, 18:19
 paying [4] - 14:19,
 14:23, 15:23
 payment [1] - 17:9
 pays [2] - 13:18,
 14:20
 PCV [1] - 17:17
 people [5] - 2:7,
 2:22, 5:9, 24:19,
 34:25
 per [1] - 18:21
 period [7] - 5:14,
 8:15, 8:21, 10:17,
 10:23, 11:20, 13:1
 permanency [1] - 6:4
 permanent [1] -
 31:24
 permanently [1] -
 32:9
 permits [1] - 11:12
 person [1] - 3:7
 personal [1] - 6:5
 personally [2] - 25:6,
 30:4
 persons [1] - 7:8
 persuaded [1] -
 28:22
 phonetic [1] - 28:25
 phonetic [1] - 33:11
 plgeon [1] - 5:17
 pipe [1] - 17:17
 pipes [4] - 16:3,
 16:11, 18:2, 20:3
 Pipes [1] - 17:19
 place [8] - 7:13, 7:16,
 7:22, 20:14, 24:13,
 25:14, 25:19, 38:2
 Plains [1] - 37:4
 PLAN [1] - 1:6
 plan [23] - 4:4, 4:23,
 8:10, 9:20, 9:23, 10:6,
 13:5, 13:11, 19:3,
 19:11, 19:21, 21:18,
 24:5, 25:15, 25:17,

28:8, 28:18, 30:21,
 31:1, 31:2, 31:8,
 31:12
 planning [10] - 8:15,
 9:14, 9:15, 10:25,
 12:7, 12:8, 13:1, 20:1,
 20:2
 Planning [1] - 37:3
 plans [2] - 9:7, 25:18
 plant [2] - 16:7,
 16:14
 play [1] - 19:6
 played [1] - 7:7
 Plus [1] - 18:3
 plus [2] - 15:6, 17:24
 point [7] - 2:13, 2:19,
 12:5, 12:22, 19:20,
 20:19, 34:1
 portion [5] - 19:21,
 20:9, 20:10, 37:22
 portions [1] - 10:4
 position [1] - 6:12
 possibility [1] -
 29:20
 possible [2] - 30:8,
 31:16
 possibly [1] - 31:5
 posturing [1] - 7:6
 power [1] - 6:7
 practical [1] - 11:19
 Precisely [1] - 12:13
 premium [3] - 16:23,
 16:24, 16:25
 prepared [1] - 32:25
 present [2] - 27:11,
 41:6
 presentation [1] -
 5:5
 presently [4] - 9:18,
 15:16, 17:12, 17:24
 press [1] - 33:7
 pretty [3] - 4:20, 9:9,
 13:20
 primarily [2] - 28:17,
 34:24
 primary [1] - 24:11
 pro [1] - 13:10
 problem [1] - 26:25
 problems [7] - 17:17,
 17:21, 17:23, 17:25,
 18:1, 30:18
 proceeding [1] -
 28:15
 PROCEEDINGS [1] -
 40:3
 process [10] - 6:10,
 6:13, 8:3, 11:25,
 20:21, 22:15, 22:18,
 28:11, 34:4, 34:12
 processed [1] -

11:12
 produced [1] - 6:1
 product [1] - 20:5
 professionals [1] -
 33:5
 progressed [1] -
 35:17
 project [3] - 4:18,
 18:22
 projects [2] - 15:17,
 18:22
 promises [1] - 6:24
 promote [1] - 21:6
 promoters [1] - 21:4
 property [23] - 2:10,
 8:24, 9:5, 9:25, 10:15,
 10:25, 11:5, 13:2,
 15:11, 22:25, 23:12,
 23:20, 24:6, 27:2,
 27:7, 27:11, 29:23,
 29:24, 30:10, 31:3,
 31:7, 35:25, 37:19
 proposed [3] - 2:2,
 2:9, 24:2
 proposing [1] - 35:9
 prorata [1] - 16:16
 protocol [1] - 5:6
 proves [1] - 28:23
 provide [5] - 16:1,
 19:24, 29:18, 30:14,
 30:15
 provided [1] - 13:19
 providing [2] -
 13:25, 24:12
 provision [2] - 27:1,
 29:14
 provisions [6] - 6:12,
 7:23, 11:9, 24:4,
 29:17, 37:8
 PUBLIC [1] - 1:4
 public [14] - 2:2,
 2:14, 2:23, 5:13,
 28:12, 32:17, 32:21,
 35:13, 35:14, 35:15,
 35:20, 36:12, 39:10,
 39:13
 publicly [1] - 35:13
 purpose [2] - 2:15,
 28:14
 purposes [2] - 13:1,
 15:4
 pursuant [1] - 28:10
 pursued [1] - 34:10
 put [9] - 6:20, 7:22,
 11:10, 18:3, 18:6,
 22:21, 27:13, 31:16,
 32:8
 putting [1] - 7:13

Q

quality [1] - 20:5
 quarterly [3] - 14:20,
 14:24, 18:12
 questions [14] - 2:8,
 3:5, 4:14, 5:4, 8:7,
 19:16, 21:21, 21:22,
 22:4, 32:16, 32:18,
 39:7, 39:18, 40:2
 quickly [1] - 3:1
 quid [1] - 13:10
 quite [2] - 4:20, 7:4
 quo [1] - 13:10
 quorum [1] - 33:2

R

R2 [1] - 31:9
 R3 [1] - 31:9
 R4 [1] - 31:10
 raise [1] - 39:4
 range [1] - 20:1
 rate [1] - 18:20
 rates [1] - 17:6
 rather [2] - 14:9, 30:7
 reach [1] - 39:25
 really [4] - 6:12,
 19:13, 25:11
 reason [7] - 6:22,
 7:12, 7:19, 9:3, 18:17,
 22:22, 36:12
 reasons [1] - 3:7
 receive [2] - 4:16,
 20:7
 recently [1] - 35:24
 recommend [1] -
 30:4
 record [2] - 21:17
 recorded [1] - 41:8
 referred [1] - 5:25
 refreshing [1] - 19:5
 regarding [3] - 4:17,
 33:14, 39:19
 Regional [1] - 37:3
 regular [2] - 14:24,
 35:4
 regulations [3] -
 37:18, 38:8, 38:10
 reiterate [1] - 39:14
 relates [2] - 12:7,
 34:8
 rely [2] - 8:22, 20:15
 remain [1] - 11:15
 remaining [3] - 10:4,
 18:18, 23:17
 remains [1] - 14:17
 remember [1] - 34:6

reminder [2] - 33:8,
 39:13
 repair [1] - 14:22
 repaired [1] - 14:15
 replaced [1] - 14:15
 replacements [1] -
 14:23
 reporter [9] - 2:24,
 3:8, 5:6, 5:10, 21:16,
 22:1, 32:25, 34:17,
 41:6

Reporter [1] - 41:19
 represent [1] - 13:9
 representing [3] -
 2:15, 6:6, 10:19
 request [1] - 28:25
 require [4] - 11:3,
 11:9, 22:25, 30:2
 required [1] - 34:2
 requirements [3] -
 24:13, 38:1, 38:2
 requires [1] - 10:11
 rescue [1] - 20:13
 residence [1] - 14:3
 residences [2] -
 10:9, 14:5
 resident [2] - 14:20,
 15:9
 residential [1] - 11:6
 residents [10] -
 10:21, 13:15, 14:25,
 15:3, 15:6, 15:10,
 16:23, 18:14, 18:15,
 20:7
 Resources [2] -
 27:10, 38:1
 respective [1] - 35:7
 respectively [1] -
 35:6
 respond [2] - 28:6,
 37:7
 response [3] - 5:7,
 5:19, 36:11
 responsibility [1] -
 21:2
 restricted [1] - 31:9
 restriction [1] - 9:1
 restrictions [1] -
 9:12
 retail [1] - 17:6
 revamp [1] - 30:5
 review [3] - 9:7,
 21:19, 26:1
 reviewed [4] - 6:18,
 28:9, 34:2, 34:3
 reviewing [3] - 21:2,
 21:3, 39:23
 reviews [1] - 6:18
 revisions [1] - 12:4
 rezoning [1] - 34:7

Rich [7] - 2:5, 3:10,
 4:9, 5:3, 5:10, 20:23,
 39:1
 River [1] - 37:4
 road [4] - 11:23,
 12:22, 28:20
 roads [1] - 20:3
 roughly [1] - 15:14
 route [1] - 36:11
 rules [1] - 2:14

S

SALEM [1] - 1:5
 Salem [53] - 2:4, 2:6,
 3:12, 3:16, 3:18, 4:6,
 7:5, 9:18, 12:14,
 12:17, 13:8, 13:16,
 14:20, 14:24, 15:6,
 15:8, 15:16, 15:17,
 15:18, 15:25, 16:3,
 17:4, 17:5, 17:12,
 18:10, 18:13, 23:4,
 24:1, 24:20, 25:3,
 25:7, 25:22, 26:25,
 27:2, 27:16, 28:13,
 29:2, 29:11, 29:19,
 29:25, 30:22, 30:25,
 31:8, 32:2, 32:6,
 32:22, 33:2, 33:15,
 33:18, 33:22, 36:10,
 39:17
 Salem's [1] - 16:12
 sanitary [8] - 13:7,
 13:8, 14:1, 14:6,
 14:11, 14:18, 15:19,
 29:14
 schemework [1] -
 5:22
 SCHOLZE [8] - 2:1,
 4:24, 19:18, 21:14,
 24:4, 37:14, 38:19,
 39:3
 Scholze [3] - 2:5,
 3:11, 4:9
 school [1] - 30:19
 School [1] - 1:17
 second [3] - 2:12,
 4:6, 16:20
 Secondly [1] - 5:12
 section [3] - 7:14,
 7:18, 37:25
 see [11] - 9:9, 11:23,
 17:18, 20:24, 21:7,
 21:8, 21:12, 21:20,
 23:4, 27:13, 28:15
 seeing [1] - 31:16
 segments [1] - 12:2
 sell [1] - 26:10

selling [1] - 10:15
 send [3] - 17:5,
 21:19, 36:6
 sense [2] - 6:3, 15:21
 sent [1] - 6:16
 separate [2] - 18:22,
 30:8
 separately [1] -
 19:13
 sequence [1] - 34:17
 served [1] - 27:12
 service [14] - 13:7,
 13:16, 13:19, 14:1,
 23:20, 24:2, 27:9,
 27:12, 27:14, 29:12,
 29:14, 29:18, 30:1,
 30:6
 serviced [1] - 23:18
 services [1] - 20:13
 session [2] - 28:10,
 35:6
 sessions [2] - 7:8,
 34:21
 set [6] - 7:4, 13:14,
 13:20, 14:8, 26:6,
 37:20
 several [1] - 33:1
 sewage [2] - 14:7,
 18:6
 sewer [37] - 4:7,
 7:16, 13:7, 13:8,
 13:12, 13:14, 13:16,
 13:18, 13:25, 14:1,
 14:11, 14:18, 14:24,
 15:19, 16:13, 19:11,
 19:20, 20:9, 21:10,
 23:6, 23:7, 23:10,
 23:19, 24:2, 24:12,
 24:17, 25:14, 27:9,
 27:12, 27:14, 27:15,
 28:8, 28:18, 29:14,
 34:25
 sewers [3] - 31:10,
 31:11, 31:12
 SEWRPC [4] - 27:3,
 27:10, 27:13, 37:20
 share [2] - 15:24,
 16:8
 shares [1] - 30:22
 short [1] - 28:19
 shorthand [2] - 41:8,
 41:10
 side [3] - 6:24, 12:11
 signatory [1] - 6:21
 significant [1] -
 37:22
 similar [1] - 10:20
 single [7] - 10:8,
 11:7, 14:3, 14:5, 15:3,
 34:9, 34:10

single-family [5] -
 10:8, 14:3, 14:5, 15:3,
 34:9
 sitting [1] - 19:1
 situation [3] - 7:9,
 11:19, 15:21
 sketch [2] - 2:8, 8:17
 slot [1] - 7:24
 slow [1] - 3:3
 slower [1] - 3:3
 smiling [1] - 19:3
 sold [1] - 23:12
 Somers [1] - 10:19
 sometimes [2] - 6:8,
 6:10
 somewhere [1] -
 19:1
 soon [3] - 25:1, 29:5,
 30:21
 sooner [1] - 10:1
 sort [2] - 5:5, 8:25
 sorts [1] - 8:12
 sound [1] - 15:22
 source [1] - 17:9
 Southeast [1] - 37:3
 special [4] - 15:17,
 18:22, 25:8, 25:17
 specify [1] - 37:16
 spectacular [1] -
 4:21
 spectrum [1] - 20:10
 spell [2] - 22:1, 22:2
 spent [1] - 31:11
 spot [1] - 5:19
 spring [1] - 27:20
 stab [1] - 29:9
 stand [1] - 32:18
 standards [1] - 14:10
 standing [1] - 4:2
 start [4] - 2:13, 4:25,
 11:8, 19:16
 started [1] - 39:2
 state [21] - 6:3, 6:13,
 6:16, 6:18, 6:21, 6:25,
 7:14, 7:25, 8:5, 8:11,
 9:2, 13:22, 20:20,
 20:21, 20:24, 21:1,
 21:16, 21:19, 22:19,
 25:22, 26:1
 State [2] - 7:19,
 25:16
 STATE [1] - 41:1
 statute [4] - 7:23,
 7:24, 25:18, 39:16
 statutes [6] - 6:20,
 7:14, 7:18, 9:2, 28:11,
 35:7
 statutory [1] - 5:22
 stay [1] - 6:7

SUSAN K. TAYLOR

262-553-1058
 FAX NO. 553-2010

COURT REPORTER

stenographic [1] - 41:6
 step [3] - 6:25, 19:17, 28:7
 steps [2] - 10:1, 30:3
 Steps [2] - 25:14, 25:16
 Steve [4] - 4:8, 19:1, 35:1, 37:7
 still [3] - 5:21, 11:12, 34:11
 STOCKWELL [5] - 34:18, 35:19, 35:23, 36:14, 36:21
 Stockwell [1] - 34:18
 storm [6] - 20:1, 37:9, 37:21, 37:24, 38:3, 38:14
 story [2] - 24:20, 24:21
 strange [1] - 7:19
 subdivide [2] - 11:5, 23:20
 subdivision [5] - 9:7, 11:5, 22:21, 34:7, 38:17
 subdivisions [2] - 12:7, 12:9
 subject [1] - 29:22
 submit [3] - 5:14, 30:21, 33:9
 submitted [3] - 5:15, 21:18, 31:8
 subsidizing [1] - 13:16
 successfully [1] - 13:20
 Suffice [1] - 8:11
 suggest [2] - 27:15, 36:4
 summary [1] - 4:25
 supervisor [1] - 33:12
 surcharge [1] - 15:22
 Susan [1] - 21:25
 SUSAN [2] - 41:5, 41:18
 sustained [1] - 35:4
 swab [1] - 9:9
 system [16] - 14:7, 14:11, 15:19, 15:20, 16:2, 16:10, 16:18, 16:24, 17:8, 17:13, 17:15, 18:7, 18:12, 18:15, 29:18
 system-wide [1] - 17:13
 systems [1] - 17:18
 systemwide [1] -

17:25

T

tag [1] - 4:1
 talks [1] - 37:22
 task [1] - 30:7
 Taylor [1] - 21:25
 TAYLOR [2] - 41:5, 41:18
 team [1] - 4:1
 ten [1] - 11:22
 tensions [1] - 7:11
 tentatively [1] - 8:19
 termed [1] - 5:24
 terms [6] - 9:22, 12:16, 12:19, 13:24, 18:8, 28:20
 territory [4] - 9:17, 31:21, 31:22, 32:3
 THE [4] - 1:5, 24:18, 25:1, 26:14
 themselves [2] - 2:12, 15:11
 therefore [1] - 6:9
 thoughts [1] - 4:17
 thousand [1] - 17:23
 three [3] - 8:5, 18:22, 35:21
 thrilled [1] - 21:7
 thumbnail [2] - 2:8, 8:17
 Timing [1] - 31:13
 today's [1] - 36:18
 together [4] - 4:2, 13:10, 19:25, 21:10
 tomorrow [1] - 25:2
 tonight [4] - 15:4, 19:23, 28:15, 36:12
 took [1] - 4:9
 topic [1] - 16:21
 totally [1] - 36:9
 touch [2] - 22:17, 22:20
 touching [1] - 22:22
 TOWN [1] - 1:5
 Town [25] - 2:4, 2:6, 3:11, 3:16, 3:18, 4:5, 9:18, 10:19, 12:14, 12:17, 13:8, 13:15, 24:1, 25:7, 27:16, 28:13, 29:11, 29:19, 29:25, 32:2, 32:6, 32:22, 33:2, 36:9, 39:16
 town [35] - 2:5, 2:17, 3:11, 5:16, 6:6, 7:10, 8:21, 9:10, 10:21, 11:12, 11:15, 12:6,

12:8, 16:24, 19:9, 19:25, 20:7, 20:12, 25:7, 25:13, 29:21, 30:3, 32:11, 33:2, 33:6, 34:4, 34:12, 35:3, 35:15, 36:6, 37:16, 37:23, 38:6, 38:10, 39:16
 towns [1] - 5:24
 township [1] - 29:3
 Township [2] - 30:22, 30:25
 track [1] - 35:9
 tradeoffs [1] - 19:10
 translates [1] - 14:2
 treatment [2] - 16:7, 16:14
 trigger [2] - 24:5, 24:9
 triggering [2] - 11:2, 11:4
 true [2] - 27:8, 41:9
 trustees [1] - 33:3
 try [6] - 3:25, 4:15, 12:18, 21:22, 25:15, 25:16
 trying [5] - 2:18, 4:2, 4:12, 28:20, 30:5
 turn [1] - 39:1
 two [13] - 4:3, 4:19, 5:1, 5:9, 6:11, 7:17, 7:21, 8:4, 17:10, 20:25, 24:22, 25:19, 35:21
 typed [1] - 21:18
 types [3] - 17:17, 18:1, 37:10

U

UCE [1] - 14:2
 UCE's [6] - 14:2, 16:2, 16:9, 16:11, 16:17, 24:16
 ultimate [3] - 8:18, 17:7, 39:24
 under [16] - 6:9, 7:13, 7:17, 7:23, 9:2, 9:22, 12:16, 12:18, 13:19, 22:16, 24:17, 25:12, 25:17, 32:4, 35:6, 39:15
 Under [3] - 13:24, 18:8, 22:17
 undertaking [1] - 15:16
 unfair [1] - 19:14
 unfettered [1] - 12:23

uniformity [1] - 18:20
 unique [2] - 26:24, 31:17
 unit [1] - 21:1
 units [2] - 6:15, 20:25
 Unless [1] - 11:13
 unless [2] - 11:13, 39:11
 up [27] - 2:7, 3:6, 4:10, 4:14, 5:2, 5:8, 6:24, 7:4, 8:23, 13:14, 13:20, 14:8, 16:19, 17:6, 17:23, 18:19, 20:18, 21:15, 21:18, 21:20, 24:23, 26:6, 28:16, 35:3, 35:5, 36:9, 39:2
 upgrade [2] - 16:4, 16:7
 upgrades [1] - 16:16
 user [5] - 14:1, 14:19, 14:20, 17:1, 17:14
 users [1] - 17:7
 utilities [1] - 8:14
 utility [10] - 13:8, 13:25, 16:24, 17:2, 17:4, 17:5, 17:12, 17:25, 20:3, 27:17
 Utility [2] - 3:19, 15:16

V

variance [1] - 33:16
 various [2] - 2:16, 7:8
 vehicles [2] - 6:1, 6:2
 viewpoint [1] - 6:5
 VILLAGE [1] - 1:5
 Village [34] - 3:21, 3:23, 4:5, 5:16, 9:21, 9:24, 9:25, 10:7, 12:19, 12:24, 13:4, 13:6, 13:17, 16:15, 17:3, 17:6, 18:9, 18:14, 23:25, 25:6, 26:24, 28:14, 29:12, 29:15, 29:17, 30:1, 31:21, 32:1, 33:3, 34:2, 34:3, 35:16, 36:9
 village [79] - 2:3, 2:17, 7:10, 8:23, 9:13, 9:19, 10:2, 10:5, 10:6, 10:10, 10:12, 10:13, 10:16, 10:24, 11:3,

11:11, 11:13, 11:16, 12:2, 12:6, 12:10, 12:18, 12:24, 13:11, 13:13, 14:4, 14:12, 14:13, 14:14, 14:15, 14:16, 14:17, 14:19, 15:2, 15:9, 15:10, 15:13, 15:18, 15:21, 16:4, 16:8, 16:22, 16:23, 17:16, 18:18, 19:8, 19:25, 20:6, 20:12, 22:20, 22:22, 22:24, 23:1, 24:6, 24:7, 24:10, 24:16, 25:13, 27:16, 29:21, 30:3, 31:20, 32:10, 32:23, 33:6, 33:17, 35:2, 36:7, 37:16, 37:24, 38:6, 38:11, 38:17, 39:17
 virtue [2] - 14:3, 35:10
 vote [1] - 36:16

W

wait [2] - 5:7, 25:21
 walk [1] - 5:20
 Walt [1] - 36:23
 wants [2] - 19:17, 20:24
 water [15] - 20:1, 29:2, 29:4, 29:7, 29:12, 29:18, 29:25, 30:6, 30:18, 37:9, 37:21, 37:24, 38:3, 38:14
 watercourses [1] - 36:25
 waterways [1] - 8:13
 West [1] - 33:11
 WEST [1] - 33:13
 WHEREUPON [1] - 40:3
 whole [2] - 23:7, 26:2
 wholesale [2] - 17:4, 38:16
 wide [2] - 17:13, 18:12
 willing [2] - 27:13, 28:22
 win/win [3] - 7:9, 15:20, 35:2
 window [6] - 9:20, 9:22, 10:3, 10:10, 10:12, 36:19
 WISCONSIN [1] - 41:1
 Wisconsin [6] - 7:14,

SUSAN K. TAYLOR

262-553-1058
 FAX NO. 553-2010

COURT REPORTER

7:19, 25:17, 28:10,
34:19, 35:7
wish [2] - 10:14,
32:15
wished [1] - 23:16
wishes [2] - 9:25,
39:4
WITNESS [3] -
24:18, 25:1, 26:14
Woodman [2] - 3:23,
4:9
works [3] - 8:18,
16:25, 19:7
worry [2] - 6:23, 7:10
worrying [1] - 13:1
wrap [1] - 39:2
write [3] - 27:20,
27:21, 27:24
written [5] - 5:14,
28:5, 29:6, 36:6,
39:18
wrote [1] - 27:19

Y

year [2] - 24:22,
27:21
years [10] - 8:21,
8:22, 9:14, 10:13,
11:22, 11:23, 12:5,
12:16, 17:20, 30:17
yellow [4] - 8:24,
30:24, 36:2, 37:1
yourself [1] - 23:21
yourselves [1] - 3:12

Z

zoning [4] - 8:25,
11:6, 30:18, 33:22

VILLAGE GROWTH AREA DESCRIPTION

Beginning at the Northwest corner of the Northeast One Quarter of Section 4, Town 1 North, Range 20 East of the Fourth Principal Meridian;
Thence North 88°06'33" East, along the North line of said Northeast One Quarter, 2587.93 feet to the Southwest corner of Section 34, Town 2 North, Range 20 East;
Thence North 88°28'25" East, along said North line, 46.86 feet to the Northwest corner of the Northwest One Quarter of Section 3, Town 1 North, Range 20 East;
Thence continuing North 88°28'25" East, along the North line of said Northwest One Quarter, 2595.43 feet to the Southwest corner of the Southeast One Quarter of Section 34, Town 2 North, Range 20 East;
Thence North 88°28'47" East, along the North line of said Northwest One Quarter, 75.57 feet to the Northwest corner of the Northeast One Quarter of said Section 3;
Thence continuing North 88°28'47" East along the North line of said Northeast One Quarter, 2568.93 feet, to the Southwest corner of the Southwest One Quarter of Section 35, Town 2 North, Range 20 East;
Thence North 88°23'58" East, along the North line of said Northeast One Quarter of Section 3, 104.28 feet to the Northwest corner of the Northwest One Quarter of Section 2, Town 1 North, Range 20 East;
Thence continuing North 88°23'58" East, along the North line of said Northwest One Quarter of Section 2, 2556.33 feet, to the Southwest corner of the Southeast One Quarter of Section 35, Town 2 North, Range 20 East;
Thence North 88°26'13" East, along said North line of the Northwest One Quarter, 48.06 feet to the Northwest corner of the Northeast One Quarter of said Section 2;
Thence continuing North 88°26'13" East, along the North line of said Northeast One Quarter of Section 2, 2600.40 feet, to the Southwest corner of the Southwest One Quarter of Section 36, Town 2 North, Range 20 East;
Thence North 88°28'31" East, along the North line of said Northeast One Quarter of said Section 2, 7.92 feet to the Northwest corner of the Northwest One Quarter of Section 1, Town 1 North, Range 20 East;
Thence continuing North 88°28'31" East along the North line of said Northwest One Quarter of Section 1, 2647.04 feet, to the Northwest corner of the Northeast One Quarter of said Section 1;
Thence North 88°45'17" East, along the North line of said Northeast One Quarter of Section 1, 2650.20 feet to the Northeast corner of said Section 1;
Thence South 02°13'33" East along the East line of the Northeast One Quarter of said Section 1, 2705.55 feet to the Northeast corner of the Southeast One Quarter of said Section 1;
Thence South 01°55'23" East, along the East line of the Southeast One Quarter, 2634.57 feet, to the Northeast corner of Section 12, Town 1 North, Range 20 East;
Thence South 02°02'25" East, along the East line of the Northeast One Quarter of said Section 12, 2646.26 feet, to the Southeast corner of said Northeast One Quarter;

Thence South 88°49'35" West, along the South line of said Northeast One Quarter, 2626.85 feet, to the Southeast corner of the Northwest One Quarter of said Section 12;

Thence South 88°50'33" West, along the South line of said Northwest One Quarter of Section 12, 1318.28 feet, to the Northeast corner of the West One Half of the Southwest One Quarter of Section 12, Town 1 North, Range 20 East;

Thence South 01°00'50" East, along the East line of said West One Half, 508.94 feet;

Thence North 88°59'10" West, 417.42 feet;

Thence South 01°00'50" East, along a line 417.42 feet west of and parallel to said East line of said West One Half to the North right-of-way line of 83rd Street;

Thence westerly, along said North right-of-way line to the point of intersection with the North right-of-line of 84th Street;

Thence westerly along said North right-of-way line to the West line of said Southwest One Quarter of Section 12;

Thence North 01°00'50" West, along said West line, 1481.2 feet, to the Northwest corner of said Southwest One Quarter of Section 12;

Thence continue North 01°00'50" West, 504.2 feet, to the Southerly line of the Town of Salem Wastewater Treatment Facility;

Thence North 62°02'33" East, along said Southerly line, 793.00 feet, to the point of intersection with the Easterly line of said Treatment Facility;

Thence North 01°53'55" West, along said Easterly line, 490.00 feet, to the point of intersection with the Northerly line of said Treatment Facility;

Thence South 75°36'04" West, along said Northerly line, 92.0 feet;

Thence South 35°23'04" West, along said Northerly line, 148.2 feet;

Thence South 75°24'04" West, along said Northerly line, 552.65 feet;

Thence South 56°20'04" West, along said Northerly line, 715.7 feet;

Thence North 55°03'17" West, along said Northerly line, 155.55 feet;

Thence South 81°15'19" West, along said Northerly line, 853.28 feet;

Thence South 46°08'36" West, along said Northerly line, 320.0 feet, more or less, to the northerly shoreline of Hooker Lake;

Thence following said shoreline, including that shoreline lying in and South of 75th Street, used for access purposes, to a point of intersection with the South meander line for the Northwest One Quarter of Section 11, Town 1 North, Range 20 East;

Thence South 88°28'32" West, along said South meander line, to the west meander corner for the Southeast corner of said Northwest One Quarter of Section 11;

Thence South 89°10'42" West, along the South line of said Northwest One Quarter, 935.42 feet, to the Southeast corner of the Northeast One Quarter of Section 10, Town 1 North, Range 20 East;

Thence South 88°40'05" West, along the South line of said Northeast One Quarter of Section 10, 2642.05 feet, to the Northeast corner of the Southwest One Quarter of said Section 10;

Thence South 01°54'34" East, along the East line of said Southwest One Quarter, 2652.32 feet, to the Northeast corner of the Northeast One Quarter of the Northwest One Quarter of Section 15, Town 1 North, Range 20 East;

Thence South 02°10'45" East, along the East line of said Northeast One Quarter of the Northwest One Quarter of Section 15, 1324.33 feet, to the Southeast corner of said Northeast One Quarter of said Northwest One Quarter;

Thence South $88^{\circ}20'34''$ West, along the South line of said Northeast One Quarter of the Northwest One Quarter, 1324.27 feet, to the Southwest corner of said Northeast One Quarter of the Northwest One Quarter;

Thence North $02^{\circ}02'01''$ West, along the West line of said Northeast One Quarter of the Northwest One Quarter, 1326.25 feet, to the Southwest corner of the East One Half of the Southwest One Quarter of Section 10, Town 1 North, Range 20 East;

Thence North $02^{\circ}05'33''$ West, along the West line of the East One Half, of the Southwest One Quarter of Section 10, 2647.39 feet, to the Northwest corner of said East One Half of the Southwest One Quarter of Section 10;

Thence South $88^{\circ}12'41''$ West, along the North line of said Southwest One Quarter of Section 10, 1334.35 feet, to the Southeast corner of the Northeast One Quarter of Section 9, Town 1 North, Range 20 East;

Thence South $88^{\circ}46'19''$ West, along the South line of said Northeast One Quarter of Section 9, to the Southwest corner of the East One Half of said Northeast One Quarter of Section 9;

Thence Northerly along the West line of said East One Half of the Northeast One Quarter of Section 9, to the Northwest corner of said East One Half of the Northeast One Quarter of Section 9;

Thence North $88^{\circ}24'52''$ East, along the North line of said Northeast One Quarter of Section 9, to the Southeast corner of the Southeast One Quarter of Section 4, Town 1 North, Range 20 East;

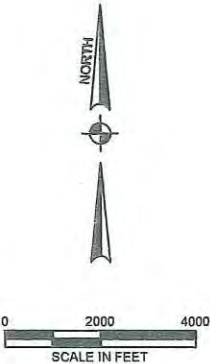
Thence North $02^{\circ}04'40''$ West, along the East line of said Southeast One Quarter of Section 4, 2645.79 feet, to the Southeast corner of the Northeast One Quarter of said Section 4;

Thence South $88^{\circ}36'20''$ West along the South line of said Northeast One Quarter of Section 4, 2612.46 feet to the Southwest corner of said Northeast One Quarter of Section 4;

Thence North $02^{\circ}39'27''$ West, along the West line of said Northeast One Quarter of Section 4, 2621.18 feet to the Northwest corner of said Northeast One Quarter of said Section 4, and the point of beginning.

TOWN OF SALEM
KENOSHA COUNTY, WISCONSIN

MUNICIPAL BOUNDARIES
JUNE 22, 2009



LEGEND

- VILLAGE OF PADDOCK LAKE
- VILLAGE OF SILVER LAKE
- TOWN OF SALEM
- VILLAGE OF PADDOCK LAKE GROWTH AREA

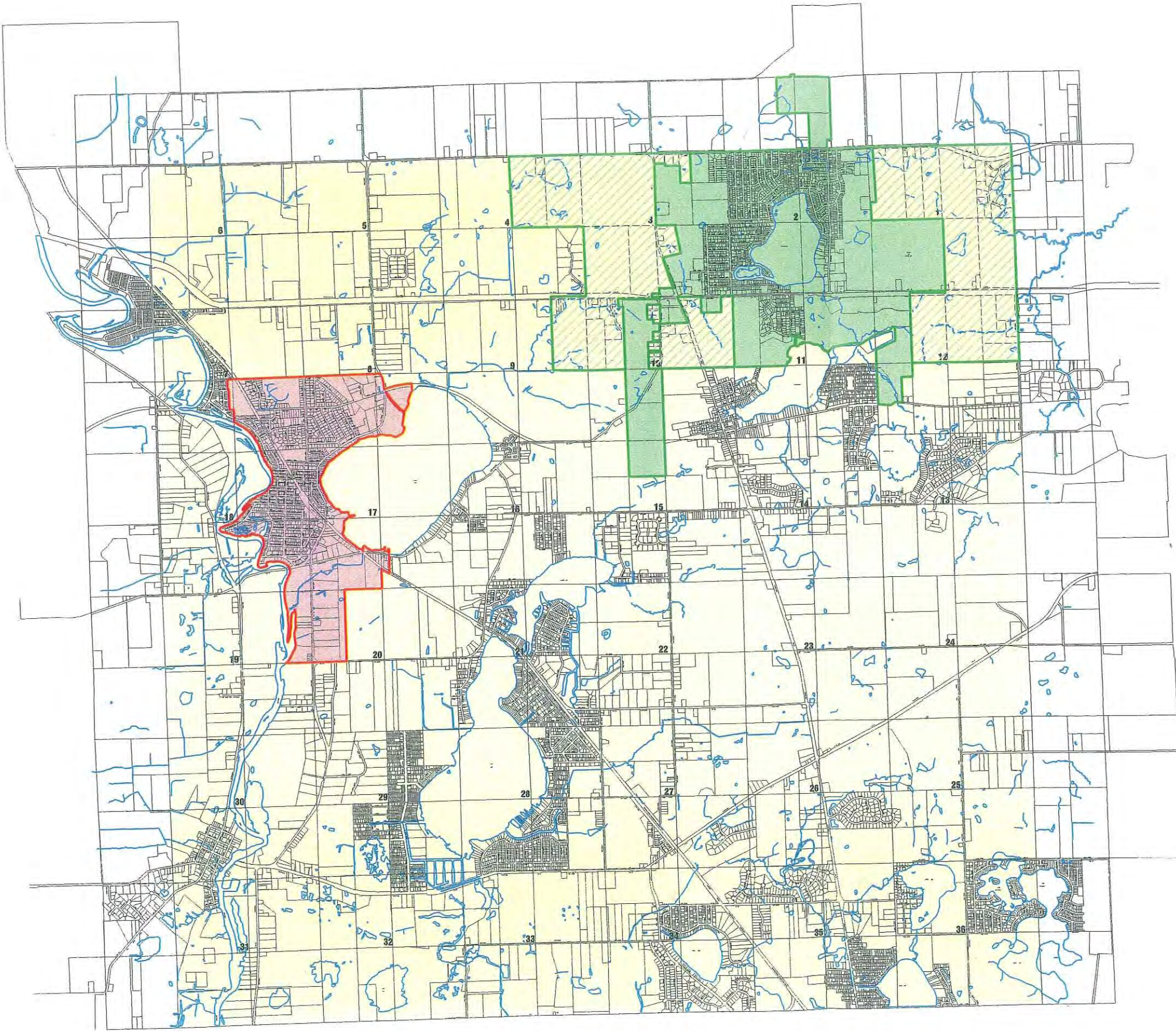


EXHIBIT "D"
VILLAGE GROWTH AREA

**SANITARY SEWER SERVICE AGREEMENT
BETWEEN THE TOWN OF SALEM
AND THE VILLAGE OF PADDOCK LAKE**

SANITARY SEWER SERVICE AGREEMENT
by and between
the Town of Salem and the Village of Paddock Lake

TABLE OF CONTENTS

	<u>Page</u>
Article I	DEFINITIONS 3
1.01	Town Sewer Service Area 3
1.02	Town Service Zone..... 3
1.03	Village Sewer Service Area..... 3
1.04	Village Growth Area..... 4
1.05	Village Service Zone 4
1.06	Ultimate Sewer Service Area Boundary 4
1.07	Town Utility District..... 4
1.08	Plans..... 5
1.09	Exclusive Use 5
1.10	Joint Use 5
1.11	Wastewater Collection Facilities 5
1.12	Wastewater Treatment Facilities..... 6
1.13	Existing Facility..... 6
1.14	New Facility..... 7
1.15	Expanded Facility 7
1.16	Design Capacity..... 7
1.17	Design Period..... 8
1.18	Actual Capacity..... 8
1.19	Available Capacity..... 8
1.20	Billable Capacity..... 8
1.21	Wastewater..... 9
1.22	Actual Flow..... 9
1.23	Actual Loading 9
1.24	Allocated Capacity..... 9
1.25	User Charge Equivalent (UCE) 9
Article II	GENERAL CONDITIONS 10
2.01	Purpose of the Agreement..... 10
2.02	Area to be Served..... 10
2.03	Limitations on Wastewater Characteristics 11
Article III	TERM 12
3.01	Effective Date 12
3.02	Term of Agreement..... 12
3.03	Termination..... 12

	<u>Page</u>
Article IV ALLOCATED CAPACITY FOR VILLAGE.....	13
4.01 Acquisition of Allocated Capacity.....	13
4.02 Allocated Capacity.....	13
4.03 Use of Existing Facilities	14
4.04 Projects in Progress.....	14
Article V ADDITIONAL CAPACITY FOR VILLAGE.....	15
5.01 Acquisition of Additional Capacity	15
5.02 Use of Existing Facilities	15
5.03 Expansion of Existing Facilities	16
5.04 Construction of New Facilities	16
5.05 Allocation of Capital Costs.....	17
5.06 Ownership of Facilities.....	19
5.07 Transfer of Ownership	19
5.08 Upgraded and Renovated Facilities	20
Article VI RIGHTS AND RESPONSIBILITIES OF VILLAGE	20
6.01 Operation and Maintenance of Village Facilities	20
6.02 Compliance with Applicable Laws.....	21
6.03 Adoption of Ordinances.....	21
6.04 Connection Requirements and Notifications	21
6.05 Control of Infiltration and Inflow (I/I).....	22
Article VII RIGHTS AND RESPONSIBILITIES OF TOWN	23
7.01 Operation and Maintenance of Town Facilities.....	23
7.02 Monitoring Village System.....	23
Article VIII REVIEWS AND APPROVALS.....	24
8.01 Development Reviews	24
8.02 Plan Reviews and Approvals	25
8.03 Engineering Standards	25
8.04 Construction Standards.....	26
8.05 Construction Reviews and Approvals.....	26
8.06 Cost of Town Reviews and Approvals	28
Article IX CHARGES, BILLINGS, AND PAYMENT.....	29
9.01 User Charges.....	29
9.02 Connection Fees.....	29
9.03 Capital Costs.....	30
9.04 Billings and Payment	30
9.05 Payment Disputes	30
9.06 Coordinated Effort	31
9.07 Access to Records.....	31

	<u>Page</u>
Article X ENFORCEMENT OF AGREEMENT	31
10.01 Definition of Default.....	31
10.02 All Remedies Available.....	32
10.03 Emergency Action	32
Article XI GENERAL PROVISIONS	33
11.01 Governing Law	33
11.02 Interpretation.....	33
11.03 Amendments	33
11.04 Conflict with Other Laws.....	33
11.05 Notices	33
11.06 No Challenges to this Agreement	34
11.07 No Third-party Beneficiary.....	34
11.08 Administration of this Agreement	34
11.09 Complete Agreement	35
11.10 Severability	35
11.11 Attached Exhibits and Introduction	35
11.12 Waiver.....	35

LIST OF EXHIBITS

Exhibit "A"	Map of Town and Village Sewer Service Areas
Exhibit "B"	Map of Town and Village Service Zones
Exhibit "C"	Legal Description of Village Growth Area Boundary
Exhibit "D"	Map of Village Growth Area
Exhibit "E"	Limitations on Wastewater Characteristics
Exhibit "F"	Allocated Capacity in Existing Facilities
Exhibit "G"	Capital Cost Allocation Examples for Additional Capacity in Existing Facilities
Exhibit "H"	Capital Cost Allocation Examples for Additional Capacity in New Facilities

AGREEMENT

SANITARY SEWER SERVICE AGREEMENT
BETWEEN THE TOWN OF SALEM
AND THE VILLAGE OF PADDOCK LAKE

This Agreement ("Agreement") is made and entered into by and between:

- a) The TOWN OF SALEM (the "Town"), being a town located in Kenosha County, Wisconsin, with its Town Hall located at 9814 Antioch Road (Highway 83), Salem, Wisconsin 53168; and
- b) The VILLAGE OF PADDOCK LAKE (the "Village"), being a village located in Kenosha County, Wisconsin with its Village Hall located at 6969 236th Avenue, Paddock Lake, Wisconsin 53168.

Introduction

The Town has created and established the Town of Salem Utility District (the "Town Utility District") under the provisions of Section 66.0827 of the Wisconsin Statutes (and its predecessor statute). The Town Board Supervisors of the Town are also the Commissioners of the Town Utility District.

The Town, through the Town Utility District, owns and operates a sanitary sewerage system that serves properties located within the Sewer Service Area established for the Town Utility District by the Southeastern Wisconsin Regional Planning Commission (SEWRPC) and authorized by the Wisconsin Department of Natural Resources (WDNR).

The Village is located in Kenosha County, Wisconsin. The Village wishes to obtain sanitary sewer service from the Town and its Utility District for certain areas located within the corporate limits of the Village, and also in those areas of the Town that may be attached into the Village in the future (the "Village Growth Area") pursuant to a cooperative plan adopted under Section 66.0307 of the Wisconsin Statutes.

The Town and the Village are entering into this present Agreement, as an intergovernmental agreement under the provisions of Section 66.0301 of the Wisconsin Statutes, for the purpose of providing to the Village the sanitary sewer service as described above, all under the terms and conditions contained in this Agreement. The Town and the Village are also contemporaneously entering into a further and separate written intergovernmental agreement entitled "Village of Paddock Lake/Town of Salem Cooperative Plan", which will provide for the orderly future attachment of properties located in the Village Growth Area into the corporate limits of the Village pursuant to Section 66.0307 of the Wisconsin Statutes. The Town and the Village are entering into this present Agreement and the Village of Paddock Lake/Town of Salem Cooperative Plan for the purpose of allowing both governmental bodies to work together, in a cooperative and coordinated manner, on matters of mutual concern that are addressed in the two agreements.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN, THE ABOVE-NAMED PARTIES HEREBY AGREE AS FOLLOWS:

Article I DEFINITIONS

1.01 Town Sewer Service Area

The "Town Sewer Service Area" is the area of the Town of Salem, Town of Bristol, Town of Randall, Village of Silver Lake, and Village of Paddock Lake designated by SEWRPC to receive sanitary sewer service from the Town Utility District wastewater treatment plant. The current boundary of such area is as shown on the map in Exhibit "A". Such area may be amended from time to time by SEWRPC at the request of the Town.

1.02 Town Service Zone

The "Town Service Zone" is the area of the Town Sewer Service Area within the Village of Paddock Lake and the Village Growth Area. The current Town Service Zone is as shown on the map in Exhibit "B".

1.03 Village Sewer Service Area

The "Village Sewer Service Area" is the area of the Village of Paddock Lake and Town of Salem designated by SEWRPC to receive sanitary sewer service from the Village of Paddock Lake wastewater treatment plant. The current boundary of such area is as shown on the map in Exhibit "A". Such area may be amended from time to time by SEWRPC at the request of the Village.

1.04 Village Growth Area

The "Village Growth Area" is the area of the Town reserved for Village growth as described in the "Village of Paddock Lake/Town of Salem Cooperative Plan."

The boundary of such area is as described in Exhibit "C" and as shown on the map in Exhibit "D".

1.05 Village Service Zone

The "Village Service Zone" is the area of the Village Sewer Service Area within the Town of Salem. The current Village Service Zone is as shown on the map in Exhibit "B".

1.06 Ultimate Sewer Service Area Boundary

The "Ultimate Sewer Service Area Boundary" is the recommended common boundary between the ultimate Town of Salem and Village of Paddock Lake Sanitary Sewer Service areas as described in "Amendment to the Regional Water Quality Management Plan, Town of Salem" as adopted by SEWRPC, March 2001.

1.07 Town Utility District

The "Town Utility District" is the Utility District operated by the Town of Salem pursuant to Section 66.0827 of the Wisconsin Statutes to provide sanitary sewer service within the Town Sewer Service Area.

1.08 Plans

The "Plans" are the plans for Wastewater Collection System improvements, and include specifications, standard details, special provisions, drawings, design and engineering reports and other data needed to review, approve, and construct the facility.

1.09 Exclusive Use

"Exclusive Use" means the facility only serves customers of one Party of this Agreement. Exclusive Use by the Town means the wastewater collection facility or facilities only serves or only will serve customers of the Town. Customers of the Town include all other municipalities served by the Town except the Village. Exclusive Use by the Village means the wastewater collection facility or facilities only serves or only will serve customers of the Village.

1.10 Joint Use

"Joint Use" means the wastewater collection facility or facilities serves or will serve customers of the Town and also serves or will serve customers of the Village.

1.11 Wastewater Collection Facilities

"Wastewater Collection Facilities" include gravity sanitary sewers, gravity sanitary sewer laterals, pressure sanitary sewers, pressure sanitary sewer laterals, grinder pump stations, sewage lift stations, sewage force mains, flow equalization facilities and associated appurtenances. The Wastewater Collection

Facilities are collectively referred to in this Agreement as the "Wastewater Collection System". The individual components of the Wastewater Collection System are referred to in this Agreement as a "Wastewater Collection Facility"

1.12 Wastewater Treatment Facilities

"Wastewater Treatment Facilities" includes the influent pumping facilities, preliminary treatment facilities, secondary treatment facilities, disinfection facilities, effluent pumping and effluent disposal facilities, sludge treatment and stabilization facilities, sludge storage and disposal facilities, operation and maintenance facilities, ancillary facilities, administrative facilities, and associated appurtenances operated by the Town Utility District for treatment of wastewater from the Town Sewer Service Area. The Wastewater Treatment Facilities are collectively referred to in this Agreement as the "Wastewater Treatment System." The individual components of the Wastewater Treatment System are referred to in this Agreement as a "Wastewater Treatment Facility".

1.13 Existing Facility

An "Existing Facility" is a Town Utility District Wastewater Collection Facility or a Wastewater Treatment Facility in existence on the effective date of this Agreement. Existing Facilities do not include Projects in Progress as described in subarticle 4.04. Such an "Existing Facility" may also hereinafter be referred to as an "Existing Wastewater Collection Facility" and/or an "Existing Wastewater Treatment Facility."

1.14 New Facility

A "New Facility" is a Wastewater Collection Facility and/or a Wastewater Treatment Facility not in existence on the effective date of this Agreement that provides a function not provided by an Existing Wastewater Collection Facility and/or an Existing Wastewater Treatment Facility. Such a "New Facility" may also hereinafter be referred to as a "New Wastewater Collection Facility" and/or a "New Wastewater Treatment Facility".

1.15 Expanded Facility

An "Expanded Facility" is an Existing Wastewater Collection Facility and/or an Existing Wastewater Treatment Facility that is modified or enlarged in any way to provide additional capacity or relocated or replaced with a larger facility to provide additional capacity. An Expanded Facility is not a New Facility. Such an "Expanded Facility" may also hereinafter be referred to as an "Expanded Wastewater Collection Facility" and/or an "Expanded Wastewater Treatment Facility".

1.16 Design Capacity

The "Design Capacity" is the projected flow condition for the Design Period of a Wastewater Collection Facility and/or the projected flow or loading condition for the Design Period of a Wastewater Treatment Facility. The Design Capacity for an Expanded Facility includes the actual flows and/or loadings and projected flows and/or loadings. The Design Capacity for a New Facility only includes projected flows and/or loadings.

1.17 Design Period

The "Design Period" is the economic life the facility is designed to serve. (By way of example, and without attempting to establish standards through this example, the Design Period for small sanitary sewers is typically 40 years, the Design Period for large sanitary sewers, sewage lift stations, and sewage force main is typically 20 years, and the Design Period for Wastewater Treatment Facilities is typically 20 years.)

1.18 Actual Capacity

"Actual Capacity" means the maximum flow or loading condition that a Wastewater Collection Facility or a Wastewater Treatment Facility can accommodate without exceeding the design criteria for the facility or causing operational or maintenance problems. The "Actual Capacity" could be less than, equal to or greater than the "Design Capacity", depending on the then-existing physical condition and/or physical attributes of the facility in question.

1.19 Available Capacity

"Available Capacity" is any capacity in a facility not being used by the Town and/or the Village. The Available Capacity is equal to the difference between the Actual Capacity of the facility and the actual flow or loading condition.

1.20 Billable Capacity

The "Billable Capacity" is the Design Capacity or portion of the Design Capacity used to allocate capital cost of a facility.

1.21 Wastewater

"Wastewater" is (i) the total liquid flow in the sewerage system, and (ii) includes both organic and inorganic matter, and (iii) consists of sanitary sewage, industrial wastes, and infiltration and inflow of water, in any combination.

1.22 Actual Flow

"Actual Flow" means the maximum flow condition that has occurred or is projected to have occurred in an Existing Facility and is anticipated to continue to occur in the future.

1.23 Actual Loading

"Actual Loading" means the maximum loading condition that has occurred or is projected to have occurred in an Existing Facility and is anticipated to continue in the future.

1.24 Allocated Capacity

"Allocated Capacity" is that portion of available capacity which is reserved for the exclusive use of the Village. Allocated Capacity will be expressed in terms of user charge equivalents, as further defined in Section 4.02 and attached Exhibit "F".

1.25 User Charge Equivalent (UCE)

"User Charge Equivalent" ("UCE") is the basic unit of charging for sewer service and shall represent the volume and demand factors of wastewater discharged into the system by a single-family residence with the capability of

producing normal domestic wastewater and shall further reflect the peak discharge into the system by such a user. Each UCE is based upon an average daily flow of two hundred (200) gallons per day.

Article II GENERAL CONDITIONS

2.01 Purpose of the Agreement

The purpose of the Agreement is to establish specific requirements for the Town to provide, and the Village to receive, sanitary sewer service for the area of the Village located in the Town Service Zone; and to delineate the rights, responsibilities, and obligations of each of the Parties in connection with that service.

2.02 Area to be Served

The area of the Village that shall receive sanitary sewer service from the Town, under this Agreement, shall be the Town Service Zone. Nothing in this Agreement prevents the Town from providing sanitary sewer service to another municipality. The Town Service Zone shall not be enlarged or modified without prior written consent of the Town, which consent may be granted or withheld at the sole discretion of the Town. The foregoing notwithstanding, the Town shall enlarge the Town Service Zone to include the Village Growth Area provided the Village agrees to reduce the Village Sewer Service Area in a like amount if it is required by SEWRPC. Inclusion of parcels into the Town Service Zone shall only occur upon attachment of such parcels to the Village. The Town Sewer Service Area outside the Village and/or the Village Growth Area may be revised

by the Town and the Village shall not object to any such revision. The Village Sewer Service Area inside the Village Growth Area may be revised by the Village and the Town shall not object to any such revision so long as such revision does not adversely affect the Town's ability to provide sanitary sewer service in the Town Service Zone. The Town Sewer Service Area inside the Village Growth Area and/or the Village may be revised by the Town only with the approval of the Village. The Town Sewer Service Area and the Village Sewer Service Area shall not be expanded past the Ultimate Sewer Service Area Boundary for the two sewer service areas established by SEWRPC, unless both Parties agree to revising the boundary.

2.03 Limitations on Wastewater Characteristics

The wastewater delivered by the Village to the Town under this Agreement shall comply with the requirements stated in Exhibit "E". The Town may agree to accept wastewater from a proposed customer with characteristics exceeding the values in Exhibit "E". Such acceptance shall be by written notice from the Town Utility District and shall indicate the limitations on wastewater characteristics for such customer. Acceptance of wastewater with characteristics exceeding the values in Exhibit "E" may be granted or withheld at the sole discretion of the Town.

Article III TERM

3.01 Effective Date

This Agreement shall be effective as of the date the "Village of Paddock Lake/Town of Salem Cooperative Plan" (the "Boundary Plan") is executed by both Parties.

3.02 Term of Agreement

This Agreement shall have a term of 20 years unless it is either terminated or amended sooner by a further written agreement signed by both Parties.

3.03 Termination

This Agreement shall automatically terminate upon the expiration of the term of the Agreement, or upon such other date as may be mutually agreed upon in writing by both Parties. Upon any termination of this Agreement, the Town shall continue to provide service to all existing customers in the Town Service Zone, unless both Parties agree in writing otherwise. The Town will not be obligated to accept any new customers in the Town Service Zone after termination. Subject to the foregoing provisions, this Agreement shall automatically terminate upon termination of the Boundary Plan.

Article IV ALLOCATED CAPACITY FOR VILLAGE

4.01 Acquisition of Allocated Capacity

The Town shall provide, and the Village shall acquire, Allocated Capacity in the Town Utility District in accordance with the provisions of this Article.

4.02 Allocated Capacity

- (a) The Village shall be permitted to discharge wastewater into the Wastewater Collection System of the Town Utility District in the manner, fashion, and amount described in Exhibit "F". The amount of wastewater that can be discharged to the Wastewater Collection System of the Town shall be expressed as User Charge Equivalents of the improvements connected to the Wastewater Collection System of the Village in the Town Service Zone. The connection of improvements, expressed as User Charge Equivalents, to the Wastewater Collection System, as described in Exhibit "F", constitutes and equates the Allocated Capacity of the Village under this Agreement. The Allocated Capacity for the Village shall be One Thousand (1,000) User Charge Equivalents. The connection points for the Village to discharge to the Wastewater Collection System of the Town Utility District and the Allocated Capacity that can be discharged at each connection point shall be as described in Exhibit "F".

(b) The Village shall be permitted to use two flow paths through the Wastewater Collection System of the Town to convey wastewater from the Village to the Wastewater Treatment Plant of the Town Utility District. The flow paths available for use by the Village are as shown on the map in Exhibit "F".

(c) The Allocated Capacity for each pipeline segment and the Allocated Capacity for each sewage lift station shall be as described in Exhibit "F". Any capacity in excess of the Allocated Capacity shall be considered Additional Capacity.

4.03 Use of Existing Facilities

The Village shall receive Allocated Capacity in the facilities of the two flow paths of the Wastewater Collection System of the Town Utility District for Twenty (20) Years from the date of this Agreement in accordance with the provisions of this Section and subject to the provisions of Section 3.03 of this Agreement. Such Allocated Capacity is being provided to the Village under this Agreement in recognition of the connection fees and user charges that the Village will be paying to the Town in the future under the provisions of Sections 9.01 and 9.02 of this Agreement.

4.04 Projects in Progress

The Town is presently proceeding with three projects that are needed to provide sanitary sewer service to the Town Service Zone. The Village shall pay a lump sum payment of One Thousand Two Hundred Fifty Dollars (\$1,250.00) per UCE

to the Town for the Village's proportional share of the capital cost of each of the three facilities, as further described in Section 9.02 of this Agreement. The three projects in progress are:

- STH '83' Sanitary Sewer Replacement
- Sewage Lift Station No. 8 Improvements
- Service Area No. 1 Wet Weather Flow Equalization Facilities

Article V ADDITIONAL CAPACITY FOR VILLAGE

5.01 Acquisition of Additional Capacity

When and if the Village wishes to obtain any additional capacity in the Wastewater Collection System which is in excess of the Village's Allocated Capacity (described in Section 4.02 and attached in Exhibit "F"), such additional capacity ("Additional Capacity") shall be acquired by the Village in accordance with the provisions of this Article.

5.02 Use of Existing Facilities

The Village shall be permitted to use any Available Capacity in the Existing Wastewater Collection Facilities and the Wastewater Treatment Facilities of the Town Utility District until 90 percent of the Actual Capacity of the Existing Wastewater Collection Facility or the Existing Wastewater Treatment Facility is reached. Such determination of Available Capacity and Actual Capacity shall be made by the Town Utility District, and the Town shall provide to the Village the

engineering data and calculations pertaining to such determination made by the Town Utility District. An example of the application of this provision is included in Exhibit "G".

5.03 Expansion of Existing Facilities

The Town shall be the Party responsible for constructing any Joint Use Expanded Wastewater Collection Facility and/or any Wastewater Treatment Facility. Either Party may require that the Wastewater Collection and Treatment Facility be expanded if 90 percent of the existing Actual Capacity is reached. All capacity in Existing Facilities used by the Village, in excess of the Allocated Capacity of the Village, pursuant to Section 5.02, shall be returned for use by the Town when Existing Facilities are expanded. The Village shall acquire Additional Capacity in the Expanded Facility (as defined in Section 1.15) to meet the projected needs of the Village, as determined by the Village, for the Design Period of the facility being expanded. The Town shall acquire capacity in the Expanded Facility to meet the projected needs of the Town in excess of the Actual Capacity of the Existing Facility for the Design Period of the facility being expanded. An example of the application of this provision is included in Exhibit "G".

5.04 Construction of New Facilities

The Town shall be the Party responsible for constructing (i) all New Wastewater Collection Facilities and/or New Wastewater Treatment Facilities located in the Town, no matter whether the same will be used by the Town and/or the Village,

and (ii) all New Wastewater Collection Facilities and/or New Wastewater Treatment Facilities located in the Village, that will be required for the Exclusive Use by the Town and/or Joint Use by the Town and Village. The Village shall be the Party responsible for constructing all New Wastewater Collection Facilities and/or New Wastewater Treatment Facilities located in the Village that will be required for the Exclusive Use of the Village. An example of the application of this present Section 5.04 is contained in attached Exhibit "H".

5.05 Allocation of Capital Costs

- (a) The Town shall pay the entire capital cost for all New Wastewater Collection Facilities and Expanded Wastewater Collection Facilities required for the Exclusive Use of the Town. The Village shall pay the Town the entire capital cost for all New Wastewater Collection Facilities in the Town required for the Exclusive Use of the Village. The Village shall pay the Town the Village's proportional share of the capital cost for all New Wastewater Collection Facilities and Expanded Wastewater Collection Facilities and all New and Expanded Wastewater Treatment Facilities for Joint Use by the Town and the Village. The Village shall pay the Town the entire capital cost for any New Wastewater Collection Facilities, that will be for Joint Use by the Town and the Village, if the Town has no immediate need for the Wastewater Collection Facilities.

The Town shall pay the Village the Town's proportional share of the capital cost for the New Wastewater Collection Facility when such service is required by the Town.

- (b) The Village's proportional share of the capital cost of the facility shall be computed as the Billable Capacity of the Village divided by the sum of the Billable Capacities of the Town and the Village. The Town's proportional share of the capital cost of the facility shall be computed as the Billable Capacity of the Town divided by the sum of the Billable Capacities of the Town and Village.
- (c) The Billable Capacity for the Town for Expanded Wastewater Collection Facilities and/or Expanded Wastewater Treatment Facilities shall be equal to the difference between the Design Capacity of the Town for the Expanded Facility and the Actual Capacity of the Existing Facility that is being expanded. If the Actual Capacity of the Existing Facility that is being expanded is equal to or greater than the Design Capacity of the Town for the Expanded Facility, the Billable Capacity of the Town shall be equal to zero. The Billable Capacity for the Village for Expanded Wastewater Collection Facilities and/or Expanded Wastewater Treatment Facilities shall be equal to the Design Capacity of the Village for the Expanded Facility. The Allocated Capacity of the Village shall be considered as part of the Design Capacity of the Town for Wastewater

Collection Facilities. The Allocated Capacity of the Village shall be considered as part of the Design Capacity of the Village for Wastewater Treatment Facilities. An example of the application of this provision is included in Exhibit "G".

- (d) The Billable Capacity for the Town for New Wastewater Collection Facilities shall be equal to the Design Capacity of the Town for the New Facility. The Billable Capacity for the Village for New Wastewater Collection Facilities shall be equal to the Design Capacity of the Village for the New Facility. An example of the application of this provision is included in Exhibit "H".

5.06 Ownership of Facilities

All facilities that are in the Town shall be owned by the Town. All facilities that are for the Exclusive Use of the Town or are for the Joint Use of the Town and the Village shall be owned by the Town, no matter whether located in the Town or in the Village. All facilities that are in the Village and are for the Exclusive Use of the Village shall be owned by the Village.

5.07 Transfer of Ownership

Ownership of any Town Wastewater Collection Facility that is for the Exclusive Use of the Village and is located on property that is annexed or attached to the Village shall transfer to the Village upon annexation or attachment. Any and all remaining debt associated with the facility shall be allocated or transferred

pursuant to the provisions of the Boundary Plan. The Town shall transfer ownership of all sites and assign rights for all easements to the Village for all Wastewater Collection Facilities that ownership has been transferred to the Village.

5.08 Upgraded and Renovated Facilities

The Town shall be responsible for upgrading and renovating the Wastewater Collection System and/or the Wastewater Treatment System of the Town Utility District when deemed necessary or desirable by the Town or when required by the WDNR. The Town acknowledges that the contribution of resources by the Village towards such upgrading and renovating is contained in the user fees and connection fees paid by the Village on an ongoing basis. The requirements of the Village to pay a proportional share of the capital cost of a project shall not apply to upgraded or renovated facilities when no additional capacity is created in such facility.

Article VI RIGHTS AND RESPONSIBILITIES OF VILLAGE

6.01 Operation and Maintenance of Village Facilities

The Village shall operate and maintain, at its own cost and expense, all Wastewater Collection Facilities owned by the Village. Such costs and expenses shall be paid using revenues of the Village from whatever source or sources received.

6.02 Compliance with Applicable Laws

Village shall construct, maintain, and operate its municipal Wastewater Collection Facilities, which are connected to the Wastewater Collection Facilities of the Town, in full compliance with all applicable governmental laws, rules and regulations. This shall include, but not be limited to, (i) all applicable laws of the State of Wisconsin, rules and regulations of the WDNR, and (ii) all ordinances of the Town, as may from time to time be adopted, which establish regulations or standards for use of the Town's Wastewater Collection Facilities and Wastewater Treatment Facilities.

6.03 Adoption of Ordinances

The Village shall adopt such ordinances and resolutions as may from time to time be reasonably required to (i) enable the Village to operate its municipal Wastewater Collection Facilities in full compliance with all applicable laws, rules and regulations (including, but not limited to, the applicable ordinances adopted by the Town as described in Section 6.02 of this Agreement), and (ii) enable the Parties to this Agreement to exercise their rights, duties and obligations contained in this Agreement.

6.04 Connection Requirements and Notifications

The Village shall require the Owners of all existing and future structures in the Town Service Zone located in the Village with plumbing to connect to the Wastewater Collection Facilities when they become available to the property. The Village shall issue a Connection Permit for each and every connection to the Wastewater Collection Facilities. The Village shall provide a copy of the

Connection Permit with a copy of a Town "Request for Service" form to the Town Utility District within five working days of issuing the permit. The Town Utility District shall notify the Village, within fifteen (15) working days of receiving the "Request for Service" form, of the billing rate and fees the Town Utility District will charge the Village for the customer. The criteria for establishing the user charge equivalents (UCE's) for customers located within the Village shall be identical to the criteria for customers located within the Town. Billings by the Town Utility District for new customers will begin the first full month after the Connection Permit is issued by the Village.

6.05 Control of Infiltration and Inflow (I/I)

- (a) The Village, at its own cost and expense, shall take all steps reasonably required to prevent any significant infiltration or inflow (I/I) of clear water into the Wastewater Collection Facilities owned by the Village in the Town Service Zone, and in any event shall not exceed the maximum level of infiltration and inflow of clear water that is specified in attached Exhibit "E".
- (b) The Village, at its own cost and expense, shall perform all sewer system evaluation survey (SSES) work and sewer rehabilitation work needed to correct any I/I problem that may occur in Village owned Wastewater Collection Facilities in the Town Service Zone. The Village shall provide a copy of all SSES and sewer rehabilitation documents to the Town Utility District for review. The Village shall inspect all structures connected to the Village owned Wastewater Collection System in the

Town Service Zone for illegally connected sump pumps or other illegal connections not less frequently than the frequency of inspections conducted by the Town. The Village shall submit copies of all sump pump inspection reports from the Town Service Zone of the Village for each year of inspections to the Town annually.

Article VII RIGHTS AND RESPONSIBILITIES OF TOWN

7.01 Operation and Maintenance of Town Facilities

The Town shall operate and maintain, at its own cost and expense, all Wastewater Collection Facilities and Wastewater Treatment Facilities owned by the Town. Such costs and expenses shall be paid using the revenues of the Town Utility District from whatever source or sources received.

7.02 Monitoring Village System

The Village shall allow the Town to meter, sample, and test wastewater at any point in the Town Service Zone of the Village. The Town will provide a copy of all metering and testing results to the Village. All metering, sampling, and testing shall be at the cost and expense of the Town. The Village shall allow the Town to inspect all Existing Wastewater Collection Facilities in the Town Service Zone of the Village. The Town will provide a one week notice of inspection to the Village for routine inspections. The Town will notify the Village as soon as possible of any emergency inspection.

Article VIII REVIEWS AND APPROVALS

8.01 Development Reviews

- (a) The Village shall submit a copy of all information on proposed developments in the Town Service Zone of the Village to the Town Utility District for review and comment. The Town Utility District shall review the information and perform a Sewer Service Feasibility Evaluation. The Village shall provide any additional information needed by the Town Utility District to perform a Sewer Service Feasibility Evaluation. The Sewer Service Feasibility Evaluation shall identify the connection point for the proposed development, shall identify if Available Capacity exists in Existing Wastewater Collection Facilities and the Wastewater Treatment Facilities, and shall identify if New Facilities and/or Expanded Facilities are needed.

- (b) The Sewer Service Feasibility Evaluation shall (i) identify all Wastewater Collection Facilities and Wastewater Treatment Facilities that would need to be expanded or constructed, and (ii) provide an estimated cost for construction. A copy of the Sewer Service Feasibility Evaluation shall be submitted to the Village within one week of the evaluation being completed. The Village shall not proceed with any development in the Town Service Area until the Town Utility District notifies the Village in writing that capacity for the proposed development is available under the terms and provisions of this Agreement.

8.02 Plan Reviews and Approvals

The Village shall submit to the Town Utility District, for review and approval, five (5) copies of Plans for all Wastewater Collection System improvements desired by the Village within the Town Service Zone of the Village. The Plans will be reviewed for conformance with (i) the engineering standards of the Town Utility District, and (ii) the construction standards adopted by the Village and approved by the Town Utility District, and (iii) the terms and provisions of this Agreement. Two sets of Plans shall be returned to the Village marked "conditionally approved" or "revise and resubmit". An "Owner Approval Letter" as required by NR 110.12 shall be provided by the Town Utility District with Plans marked "conditionally approved". Plans marked "revise and resubmit" shall be updated and five (5) sets of the updated Plans shall be resubmitted to the Town Utility District for review and approval. The review process shall be repeated until the Plans are acceptable to the Town Utility District and are marked "conditionally approved". Two sets of Plans shall be returned to the Village marked "rejected" if adequate capacity is not available or will not be available for the proposed development to be served by the Plans.

8.03 Engineering Standards

All Wastewater Collection System Plans shall be designed in accordance with the Engineering Standards described herein. All drawings shall be on 8½"x11" sheets for standard details, 11"x17" sheets for half-size drawings, and 22"x34" sheets for full-size drawings. A separate set of drawings shall be prepared exclusively for the proposed Wastewater Collection System improvements. The

drawings shall show all existing features and facilities and shall show the proposed Wastewater Collection Facilities and all proposed facilities to be constructed in conjunction with the Wastewater Collection System improvements such as roadways, public water system facilities and storm water management facilities.

8.04 Construction Standards

All Wastewater Collection Facilities shall be constructed in accordance with construction standards mutually acceptable to the Town of Salem and the Village of Paddock Lake and approved by the WDNR.

8.05 Construction Reviews and Approvals

- (a) A preconstruction conference shall be held with representatives of the Village, the Town Utility District, the Contractor, and the Developer (if a developer is involved) to discuss construction requirements, testing requirements, and project schedule after the Plans have been approved by the WDNR. The Village shall provide a copy of the WDNR approval letter, a copy of all permits, and a copy of the project schedule to the Town Utility District and everyone attending the meeting. The Village shall submit three (3) copies of all required submittals to the Town Utility District for use by the Town.
- (b) During the course of construction the Village shall give the Town Utility District full and adequate opportunity to inspect such construction work, if the Town Utility District desires to determine that the work is being

done in full compliance with this Agreement, and the project information submitted by the Village and reviewed by the Town Utility District. This right of inspection on the part of the Town, however, shall not relieve the Village of its obligation for supervising and inspecting all such work, and the Town shall not assume any liability or responsibility for any errors and/or failures of construction merely because of the Town's exercise of its inspection rights granted hereunder.

(c) Upon completion of construction, the Village shall submit the following items to the Town Utility District for review:

1. One copy of all daily inspection reports prepared by the construction representative of the Village.
2. One copy of the results of all performance tests required to demonstrate compliance with the Village of Paddock Lake Construction Standards and any Special Provisions approved for the project.
3. Two copies of all sewer televising tapes and reports.

4. Two copies of half size (11"x17") and two copies of full size (22"x34") record drawings revised to reflect the "as-built" arrangement of the Wastewater Collection Facilities. A digital file of the record drawings in an AutoCAD .dwf format and a .dwg format.

(d) The Town Utility District shall perform a final inspection of the Wastewater Collection Facilities, to verify the construction work is complete, after all required information is submitted and reviewed. A "Certificate of Acceptance" shall be issued to the Village by the Town Utility District after the final inspection has been performed and all construction work is complete. The Village agrees not to issue any Connection Permits for the facility until a Certificate of Acceptance has been issued by the Town, which Certificate shall be issued within 30 days of submission of the previously mentioned documents. In the event no Certificate is issued within such time, the Village may proceed to issue connection permits.

8.06 Cost of Town Reviews and Approvals

All inspections, reviews or compliance checks performed by the Town shall be at the Town's expense.

Article IX CHARGES, BILLINGS, AND PAYMENT

9.01 User Charges

The Village shall pay the Town Utility District the User Charge Equivalents ("UCE's") attributable to the Village customers in the Town Service Zone. The user charge payment for sanitary sewer service shall equal the then-existing total UCE's that would be payable by the Village customers if such Village customers were instead the direct customers of the Town Utility District.

9.02 Connection Fees

The Village shall pay the Town Utility District a connection fee payment for sanitary sewer service for all Village customers in the Town Service Zone that connect to the Town Utility District's sanitary sewerage system at the time of connection of a lateral after the effective date of this Agreement. The connection fees payable by the Village customers shall be equal to (i) the then-existing connection fee payable by all customers of the Town Utility District, plus (ii) an added connection fee (the "Added Connection Fee") in the amount of One Thousand Two Hundred Fifty Dollars (\$1,250.00) per UCE connected. This Added Connection Fee is being paid for and as the Village's proportional share of the capital costs of the projects in progress as described in Section 4.04 of this Agreement.

9.03 Capital Costs

The monies payable by the Village to the Town for the Village's proportional share of capital costs may be paid by the Village (for each separate project) either (i) in one lump sum payment at the time of the substantial completion of the project, or (ii) in Twenty (20) equal annual installment payments of principal and interest (such interest rate to be the interest rate incurred by the Town in its financing of the project), or (iii) in such other manner and arrangements as the Parties may mutually agree in writing.

9.04 Billings and Payment

The Town Utility District shall bill the Village quarterly for UCE payments for sanitary sewer service. The Town Utility District shall bill the Village monthly for connection fee payments for sanitary sewer service. All invoices from the Town Utility District to the Village are due within 30 days of receipt of the invoice by the Village. The Village is responsible for making all payments regardless of receiving payment from their customers.

9.05 Payment Disputes

The Village agrees to pay any disputed invoice upon receipt and provide notice and details of such dispute with such payment. The Town shall review the notice and details of such dispute within 30 days of receiving the notice and shall provide a refund within 30 days of receiving notice of the disputed item if a billing error has been made or shall provide details of why such billing was not in error if no error was made.

9.06 Coordinated Effort

The Village shall promptly give notice to the Town Utility District of any changes in the number or type of customers that are in the Town Service Zone, and shall provide to the Town Utility District such other information as may be reasonably requested from time to time by the Town Utility District to establish the charges and fees payable by the Village to the Town Utility District under this Agreement.

9.07 Access to Records

Both the Town Utility District and the Village shall maintain complete and accurate documents and records in connection with the activities and administration of this Agreement. Each Party may inspect the records of the other Party at any time during regular business hours upon reasonable notice.

Article X ENFORCEMENT OF AGREEMENT

10.01 Definition of Default

A Party shall be in default under this Agreement if such Party fails to remedy or cure any failure of performance or compliance under or with this Agreement within thirty (30) days after receiving from the other Party a written notice describing such failure of performance or compliance. In the event the remedy or cure for such failure, other than the failure to pay money, is of such a nature that it cannot reasonably be completed within such thirty-day time period, then a Party shall only be in default under this Agreement if such Party (i) fails to

commence the remedying/curing of such failure within thirty (30) days after receiving from the other Party written notice of the same, and (ii) further fails to thereafter proceed with such remedying/curing of the said failure(s) with due diligence.

10.02 All Remedies Available

Upon default, the nondefaulting Party shall have available to it all remedies available under the law.

10.03 Emergency Action

In the event a condition and/or situation exists that creates an imminent threat to (i) the health, safety and welfare of the customers of any Wastewater Collection Facilities, and/or (ii) the proper and lawful operation of the Town Utility District Wastewater Treatment Facilities, then either party may immediately and without any prior notice take such steps as are reasonably necessary to remedy or cure the failure or defect. In such an event, the employees and/or contractors of either party may undertake and perform such emergency remedial action wherever the same is reasonably required. The acting party shall give notice to the other party of any such emergency remedial action undertaken as soon as reasonably practicable.

Article XI GENERAL PROVISIONS

11.01 Governing Law

This Agreement shall be governed, controlled, interpreted and construed by and under the laws of the State of Wisconsin.

11.02 Interpretation

This Agreement shall be interpreted as though jointly drafted by both Parties.

11.03 Amendments

This Agreement may be modified only by a written amendment signed by all Parties.

11.04 Conflict with Other Laws

In the event any terms or provisions of this Agreement are in conflict with any laws and/or the requirements of any grant(s) or loan(s) received by either of the Parties from the State of Wisconsin and/or the United States of America (or from any of their departments or agencies), then the Parties of this Agreement shall in good faith renegotiate such conflicting terms and provisions in an effort to resolve such conflict.

11.05 Notices

Any notices required to be given under this Agreement by any Party to the other Party shall be in writing, and shall be delivered to such other Party either by (i) personal service, or by (ii) certified mail in a postpaid envelope addressed to

such other Party at the address specified on the first page of this Agreement, or to such other address as may, from time to time, be designated in writing by the Parties hereto.

11.06 No Challenges to this Agreement

The Town and the Village hereby waive any right each may have to commence or maintain any civil action or other proceeding to contest or challenge the adoption or the validity of this Agreement. This paragraph shall not be construed to prevent a Party to this Agreement from commencing a declaratory judgment action regarding the interpretation of this Agreement.

11.07 No Third-party Beneficiary

This Agreement is intended to be solely between and for the benefit of the Town and the Village. Nothing in this Agreement shall be interpreted as giving to any person or entity not a Party to this Agreement any legal or equitable rights whatsoever.

11.08 Administration of this Agreement

This Agreement shall be administered on behalf of the Town by the Town Chairman or designee, and on behalf of the Village by the Village President or designee. The other Party to this Agreement shall be promptly notified in writing of the appointment of any designee pursuant to this paragraph.

11.09 Complete Agreement

This Agreement represents the entire integrated agreement between the Parties and supersedes all past agreements and all negotiations, representations, promises or agreements, either written or oral, made during the course of negotiations leading up to this Agreement.

11.10 Severability

If any provision, paragraph, word, section, or subsection of this Agreement is invalidated by any court of competent jurisdiction, the remaining provisions, paragraphs, words, sections, and subsections shall not be affected and shall continue in full force and effect.

11.11 Attached Exhibits and Introduction

The "Introduction" and all exhibits attached to this Agreement are hereby incorporated into the Agreement as if fully set forth herein.

11.12 Waiver

The failure of either Party at any time to require performance by the other Party of any term or condition of this Agreement shall not affect the full right of performance at any subsequent time. The waiver by either Party of strict performance of any term or condition of this Agreement by the other shall not constitute a waiver of any succeeding breach of a term or condition or a waiver of the term or condition itself.

IN WITNESS WHEREOF, the undersigned and duly authorized officials of the above-named Parties to this Agreement have duly executed this Agreement as of the _____ day of _____, 2006.

**Town of Salem
Kenosha County, WI**

**Village of Paddock Lake
Kenosha County, WI**

by: _____

by: _____

Diann Tesar
Town Chairperson

David C. Buehn
Village President

by: _____

by: _____

Lynn Pepper
Town Clerk

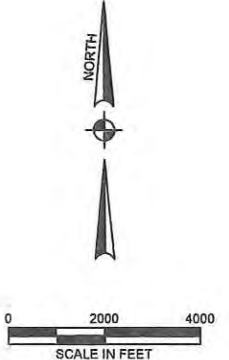
Emily Ulenhake
Village Clerk

EXHIBIT "A"





MAP OF TOWN AND VILLAGE SEWER SERVICE AREAS

TOWN OF SALEM
KENOSHA COUNTY, WISCONSIN

SEWER SERVICE AREAS
JUNE 22, 2008



LEGEND

-  TOWN UTILITY DISTRICT BOUNDARY
-  TOWN (SALEM) SEWER SERVICE AREA
-  VILLAGE (PADDOCK LAKE) SEWER SERVICE AREA
-  SILVER LAKE SEWER SERVICE AREA

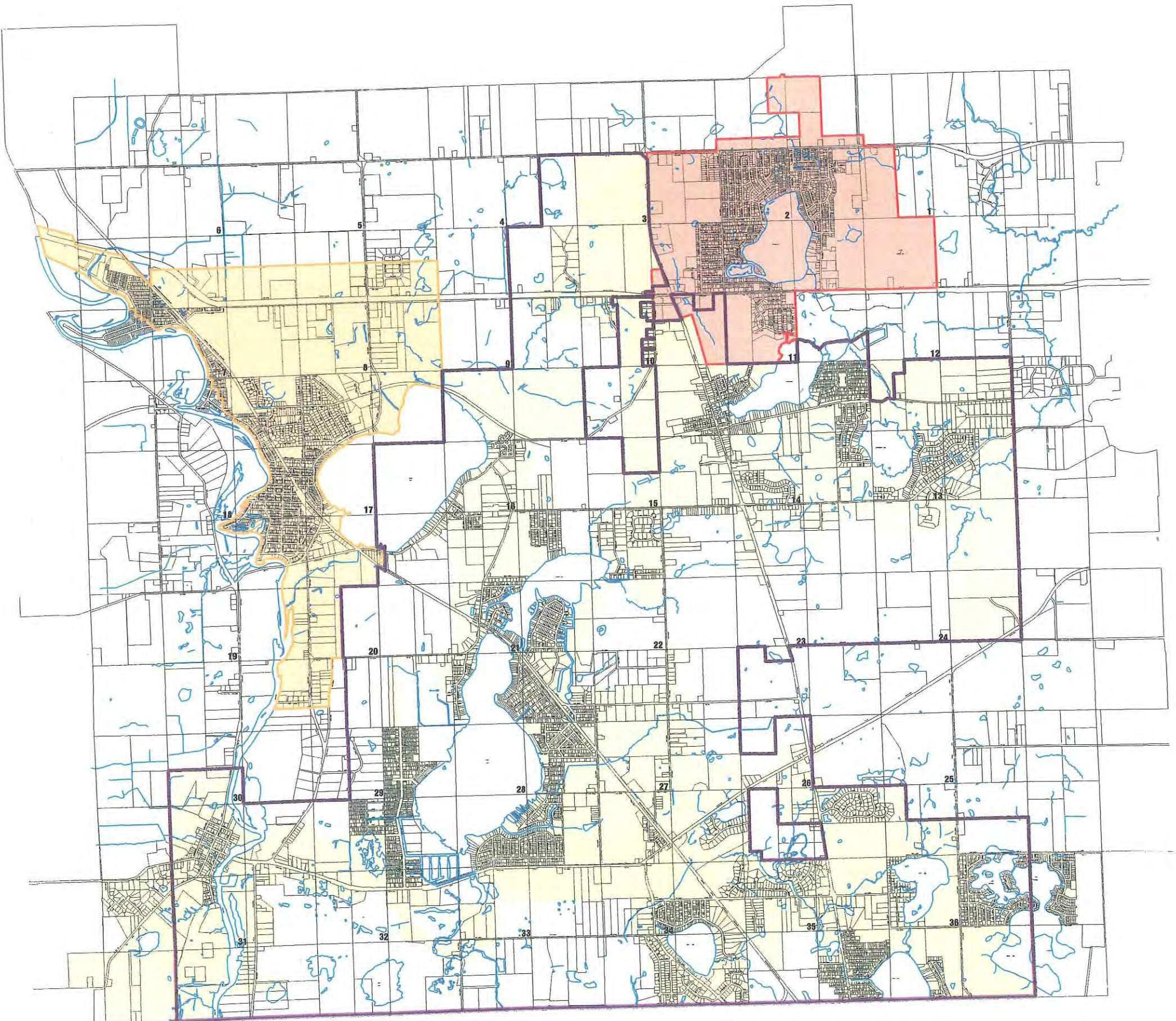
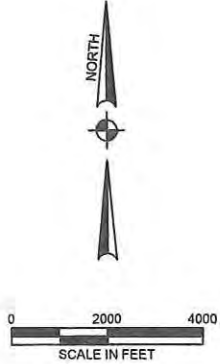


EXHIBIT "A"
TOWN AND VILLAGE
SEWER SERVICE AREAS

EXHIBIT "B"

MAP OF TOWN AND VILLAGE SERVICE ZONES

TOWN OF SALEM
KENOSHA COUNTY, WISCONSIN
TOWN AND VILLAGE SERVICE ZONES
JUNE 22, 2006



- LEGEND**
- TOWN LIMITS
 - VILLAGE LIMITS
 - TOWN SERVICE ZONE
 - VILLAGE SERVICE ZONE
 - VILLAGE OF PADDOCK LAKE GROWTH AREA BOUNDARY

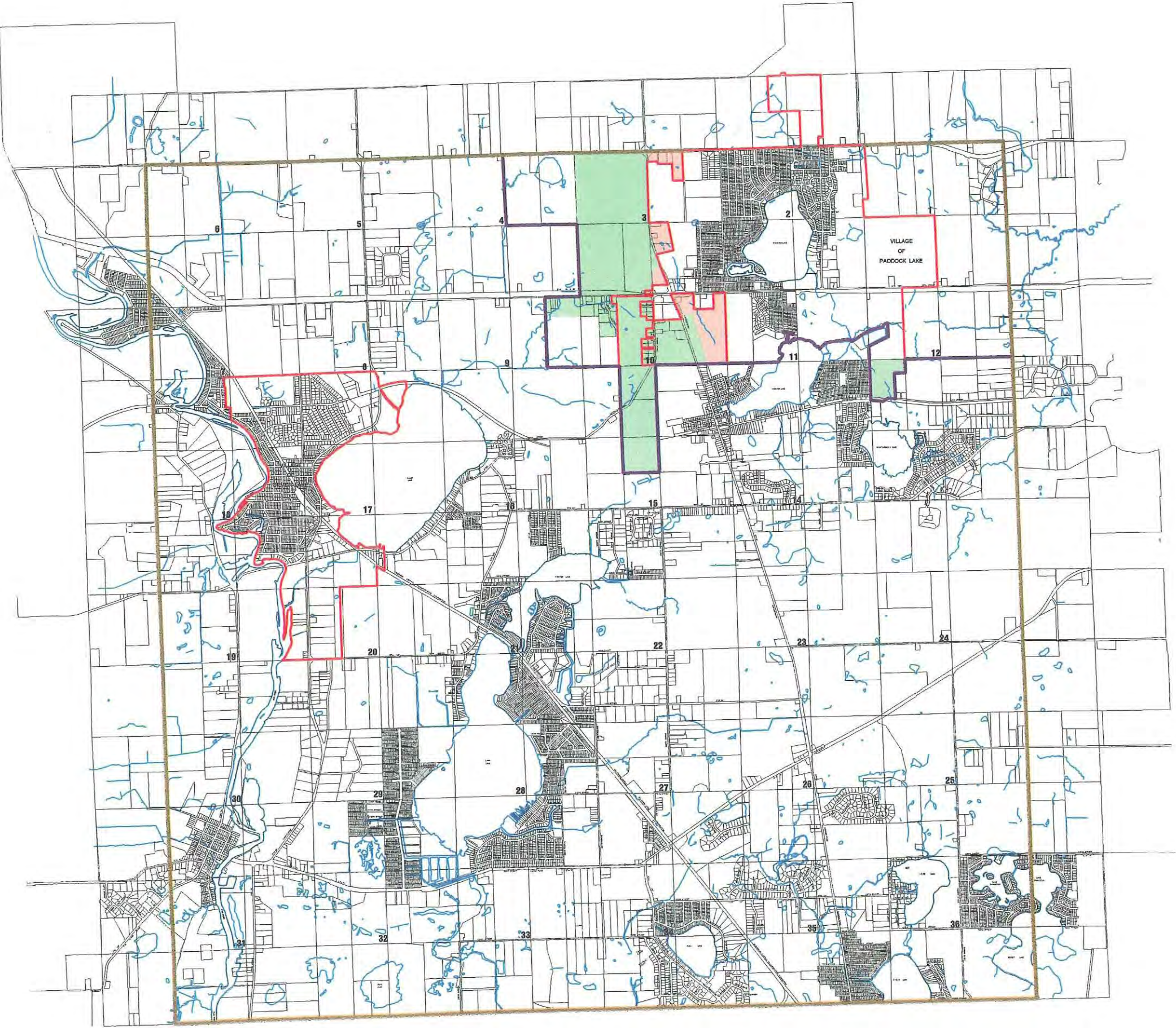


EXHIBIT "B"
TOWN AND VILLAGE
SERVICE ZONES

EXHIBIT "C"

LEGAL DESCRIPTION OF VILLAGE GROWTH AREA BOUNDARY

LEGAL DESCRIPTION OF VILLAGE GROWTH AREA BOUNDARY

to be provided by

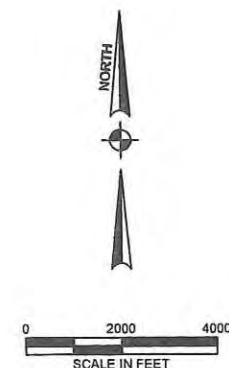
Baxter & Woodman

EXHIBIT "D"
MAP OF VILLAGE GROWTH AREA

TOWN OF SALEM

KENOSHA COUNTY, WISCONSIN

MUNICIPAL BOUNDARIES
JUNE 22, 2009



LEGEND

-  VILLAGE OF PADDOCK LAKE
-  VILLAGE OF SILVER LAKE
-  TOWN OF SALEM
-  VILLAGE OF PADDOCK LAKE GROWTH AREA

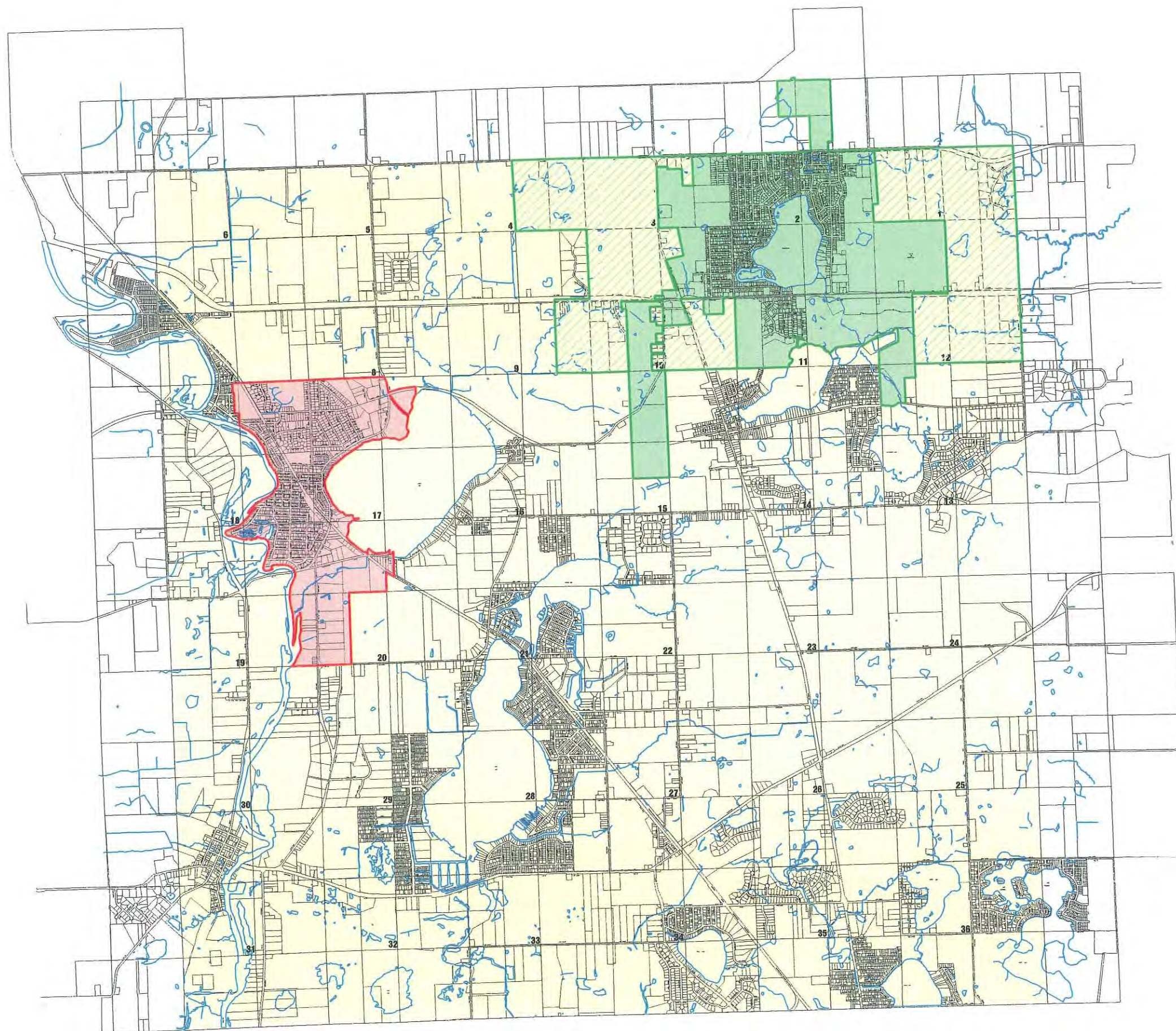


EXHIBIT "D"
VILLAGE GROWTH AREA

EXHIBIT "E"

LIMITATIONS ON WASTEWATER CHARACTERISTICS

LIMITATIONS ON WASTEWATER CHARACTERISTICS

The wastewater delivered by the Village to the Town shall be within the following limits and parameters:

1. The wastewater shall be normal domestic strength sanitary sewage, discharged from single-family and multi-family residential dwellings, commercial buildings, and public buildings, and shall not exceed the following limits:

- | | | |
|----|------------------|------------------|
| a) | BOD | 200 mg/L or less |
| b) | Suspended Solids | 240 mg/L or less |
| c) | Phosphorus | 10 mg/L or less |
| d) | TKN | 50 mg/L or less |
| e) | Ammonia | 25 mg/L or less |

2. Infiltration and inflow of clear water into the collection system of the Village shall not exceed Two Hundred (200) Gallons per day per each diameter inch of sanitary sewer main per each mile.

3. The volume of the wastewater delivered by Village to the Town shall not exceed One Hundred (100) Gallons per person/occupant in the Town Service Zone per day.

EXHIBIT "F"

ALLOCATED CAPACITY IN EXISTING FACILITIES

ALLOCATED CAPACITY IN EXISTING FACILITIES

The Village shall be permitted to discharge wastewater into the Wastewater Collection System of the Town Utility District in the manner, fashion, and amount described in this Exhibit. The amount of wastewater that can be discharged to the Wastewater Collection System of the Town shall be expressed as User Charge Equivalents (UCEs) of improvements connected to the Wastewater Collection System of the Village in the Town Service Zone.

A UCE is the basic unit of charging for sewer service. It represents the volume and demand factors of wastewater discharged into the system by a single-family residence with the capability of producing normal domestic wastewater and shall reflect the peak discharge into the system by such user. Each UCE is based upon an average daily flow of two hundred (200) gallons per day.

The capacity allocated to the Village is expressed as UCEs to eliminate the need to measure water use or the discharge of wastewater from customers of the Village in the Town Service Zone. The method of determining UCEs for the Village will be the same method used by the Town as described in Section 13.11 of Chapter 13 "Municipal Utilities" of the Town Ordinances, as the same may from time to time be amended by the Town. No user will be considered to be less than 1.0 UCE. UCEs for residential users will be determined in accordance with the values in Table F-1.

Table F-1 User Charge Equivalents for Residential Users

Classification	Number of UCEs
Single Family Residential	1.0/unit
Multiple Family Residential	1.0/unit
Mobile Home	1.0/unit

UCEs for public, commercial, and industrial users shall be determined in accordance with Section 13.11 of Chapter 13 of the Town Ordinances, as the same may from time to time be amended by the Town.

The Allocated Capacity for the Village shall be 1,000 UCEs. The 1,000 UCEs are in addition to the existing users in the Town Service Zone that are presently served by the Town Utility District. The Allocated Capacity of 1,000 UCEs means that up to 1,000 UCEs of new residential, public, commercial, and industrial improvements in the Town Service Zone located in the Village can be connected to the Wastewater Collection System of the Town Utility District.

The connection points for the Village to discharge to the Wastewater Collection System of the Town Utility District and the Allocated Capacity that can be connected to each connection point shall be as shown in Figure F-1 and indicated in Table F-2. The Allocated Capacity for each connection point may be adjusted up to plus or minus Ten Percent (10%) by the Village, but the total number of UCEs shall not exceed One Thousand (1,000) UCEs. Additional adjustments may be made if approved in writing by the Town.

Table F-2 Connection Points and Allocated Capacity

Connection Point	Allocated Capacity for Connection Point, UCEs
CTH 'AH' Trunk Sewer	225
STH '50' Trunk Sewer	245
CTH 'F' Trunk Sewer	350
STH '83' North Trunk Sewer	180
Total Allocated Capacity	1,000

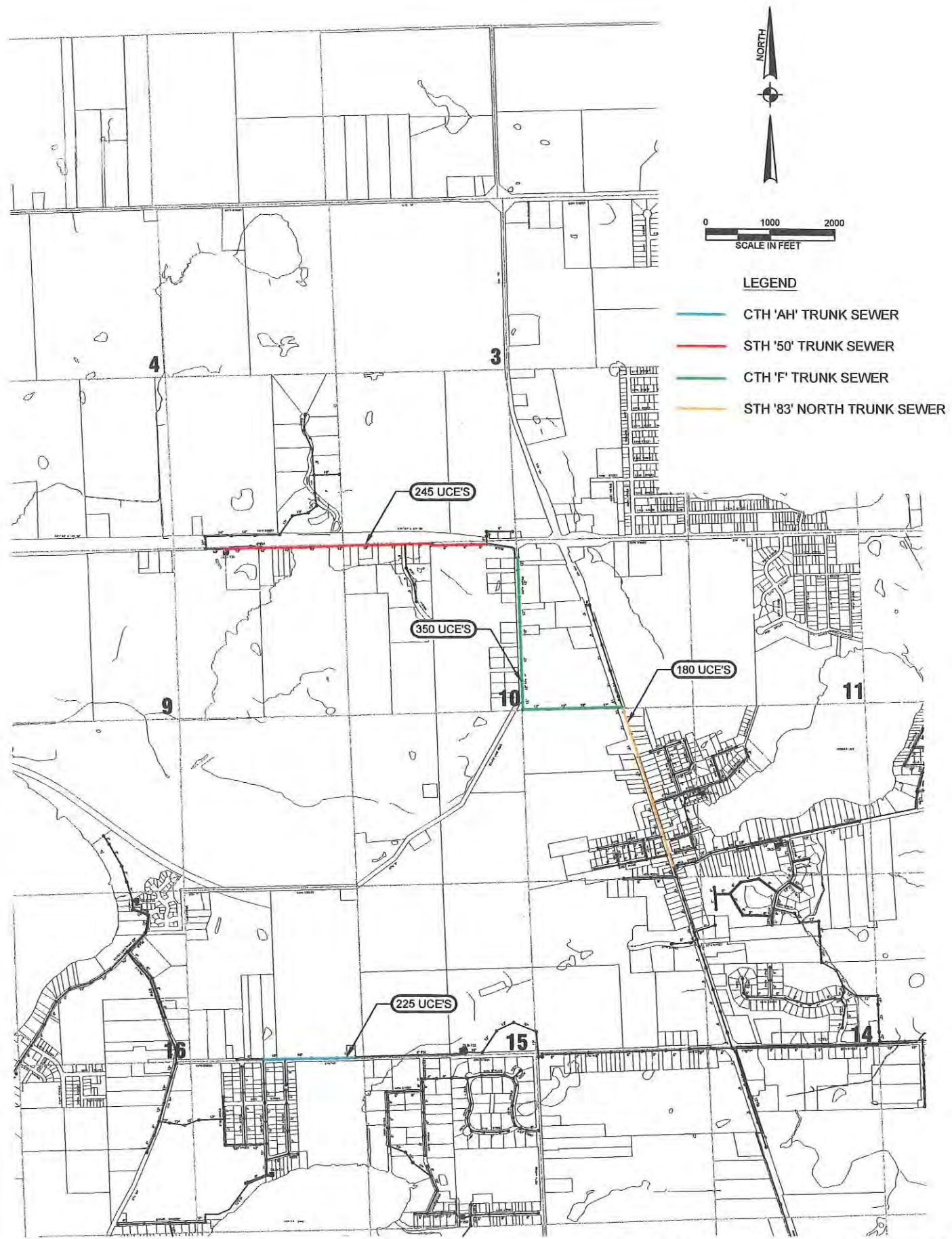


Fig. F-1 Sanitary Sewer Connection Points

Each connection point is a sewer segment. The Village may connect the Allocated Capacity of UCEs for each connection point at any point on the sewer segment or at multiple points on the sewer segment.

The Village shall be permitted to use two flow paths through the Wastewater Collection System of the Town to convey wastewater from the Town Service Zone of the Village to the Wastewater Treatment Plant of the Town Utility District. The two flow paths available for use by the Village are designated as the East Flow Path and the West Flow Path. The location of the East Flow Path is shown in Figure 2. The location of the West Flow Path is shown in Figure F-3.

The East Flow Path includes nine (9) sanitary sewer segments and three (3) sewage lift stations. The West Flow Path includes eight (8) sanitary sewer segments and four (4) sewage lift stations. The last two (2) sanitary sewer segments of both paths are common to both flow paths. The two (2) common sanitary sewer segments of each flow path are designated as the Combined Flow Path.

The Allocated Capacity for each of the first seven (7) sanitary sewer segments of the East Flow Path and each of the three (3) sewage lift stations is designated in Table F-3.

Table F-3 Allocated Capacity for the East Flow Path

Facility	Allocated Capacity, UCEs
STH '50' Trunk Sewer	245
Sewage Lift Station 106	245
CTH 'F' Trunk Sewer	595
STH '83' North Trunk Sewer	775
Hooker Lake West Interceptor Sewer	775
Sewage Lift Station 102	775
Hooker Lake East Interceptor Sewer	775
Sewage Lift Station 100	775
Wilmot Road Interceptor Sewer	775
CTH 'C' East Interceptor Sewer	775

The Allocated Capacity for each of the first six (6) sanitary sewer segments of the West Flow Path and each of the four (4) sewage lift stations of the West Flow Path is designated in Table F-4.

Table F-4 Allocated Capacity for the West Flow Path

Facility	Allocated Capacity, UCEs
CTH 'AH' Trunk Sewer	225
269th Avenue Interceptor Sewer	225
Sewage Lift Station 211	225
273rd Avenue Interceptor Sewer	225
Sewage Lift Station 212	225
272nd Avenue Interceptor Sewer	225
270th Avenue Interceptor Sewer	225
Sewage Lift Station 208	225

The Allocated Capacity for each of the two (2) sanitary sewer segments of the Combined Flow Path is designated in Table F-5. The location of the flow path wastewater collection system facilities are shown in Figure F-4.

Table F-5 Allocated Capacity for the Combined Flow Path

Facility	Allocated Capacity, UCEs
113th Street Interceptor Sewer	1,000
WWTP East Interceptor Sewer	1,000

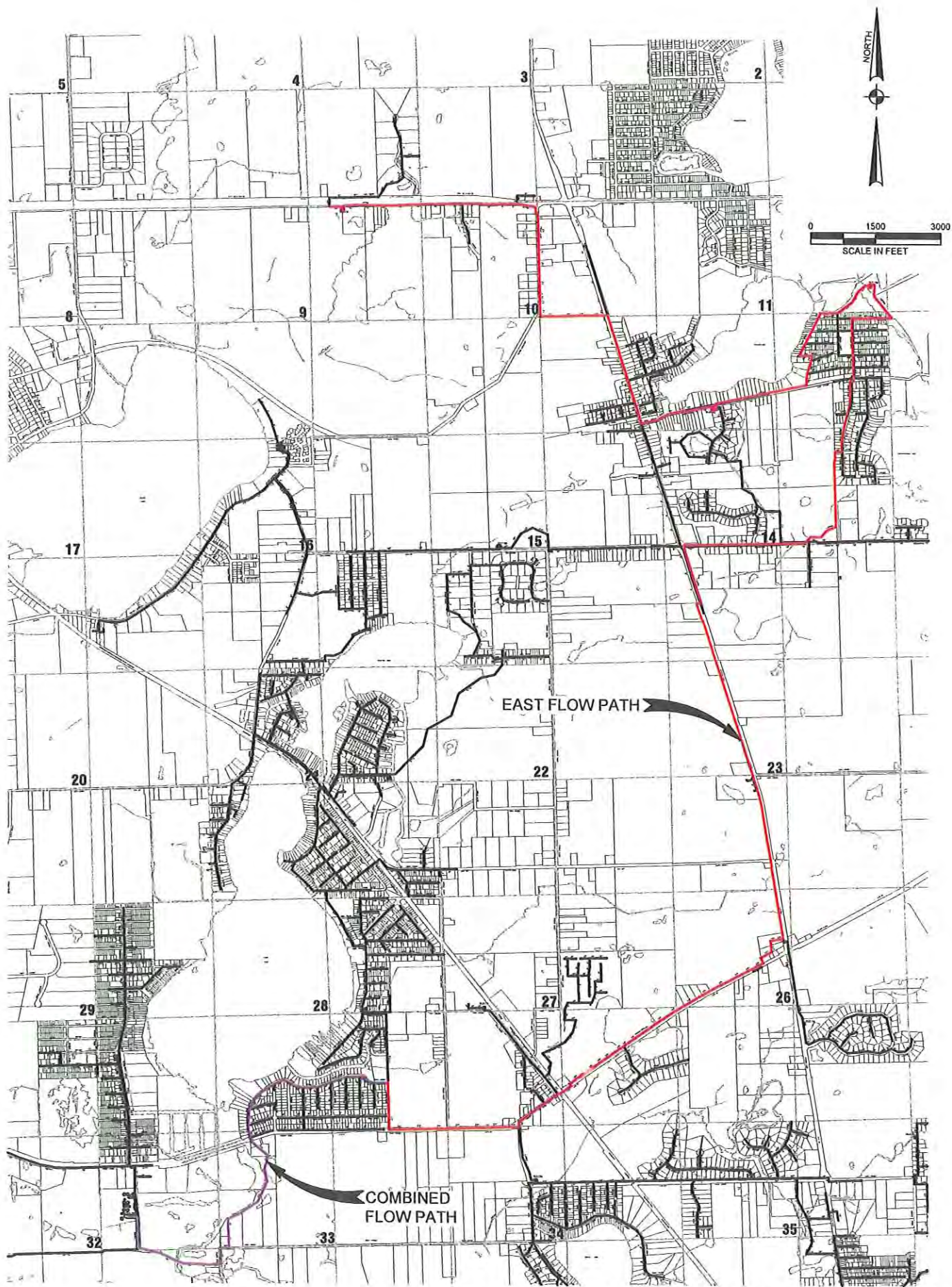


Fig. F-2 East Flow Path and Combined Flow Path

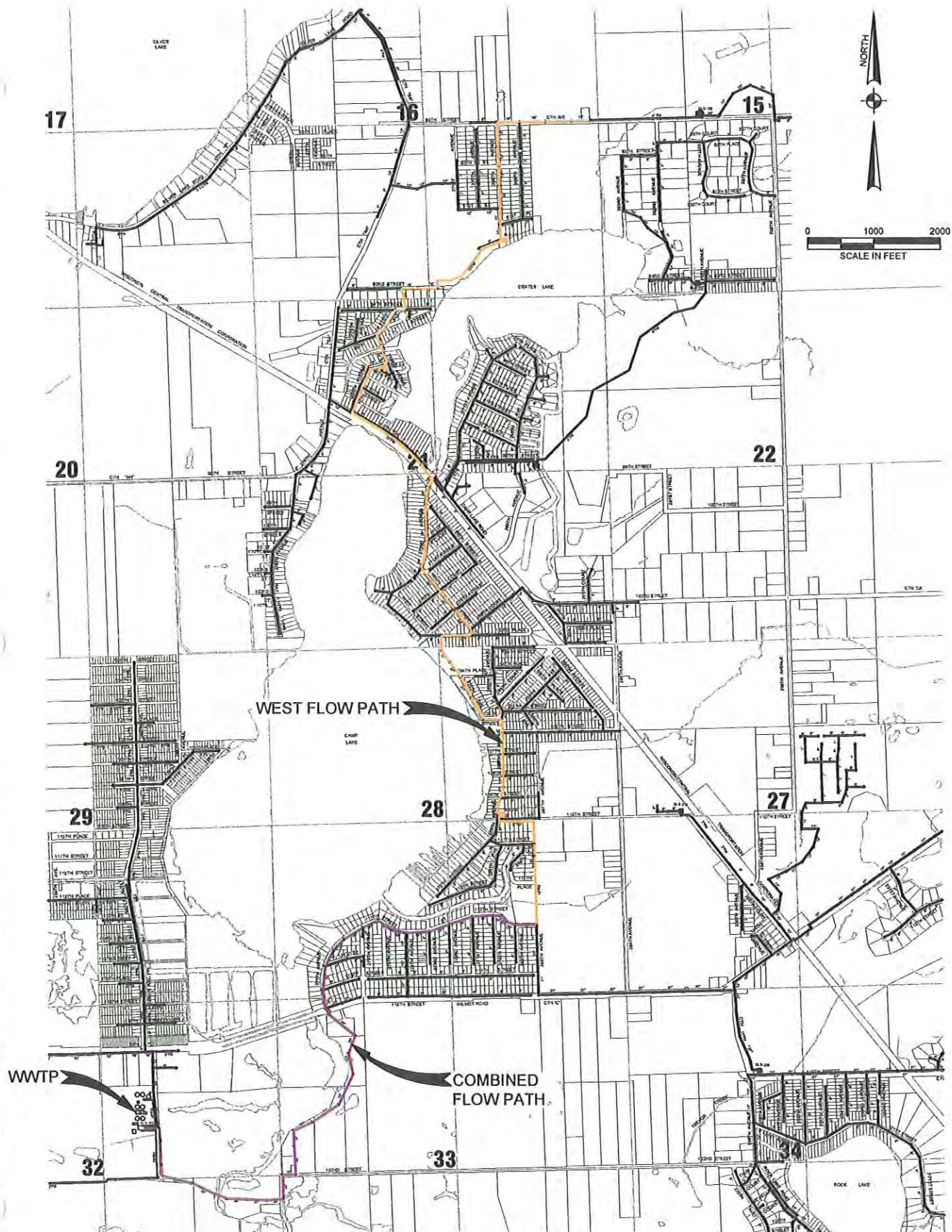


Fig. F-3 West Flow Path and Combined Flow Path

TOWN OF SALEM
KENOSHA COUNTY, WISCONSIN

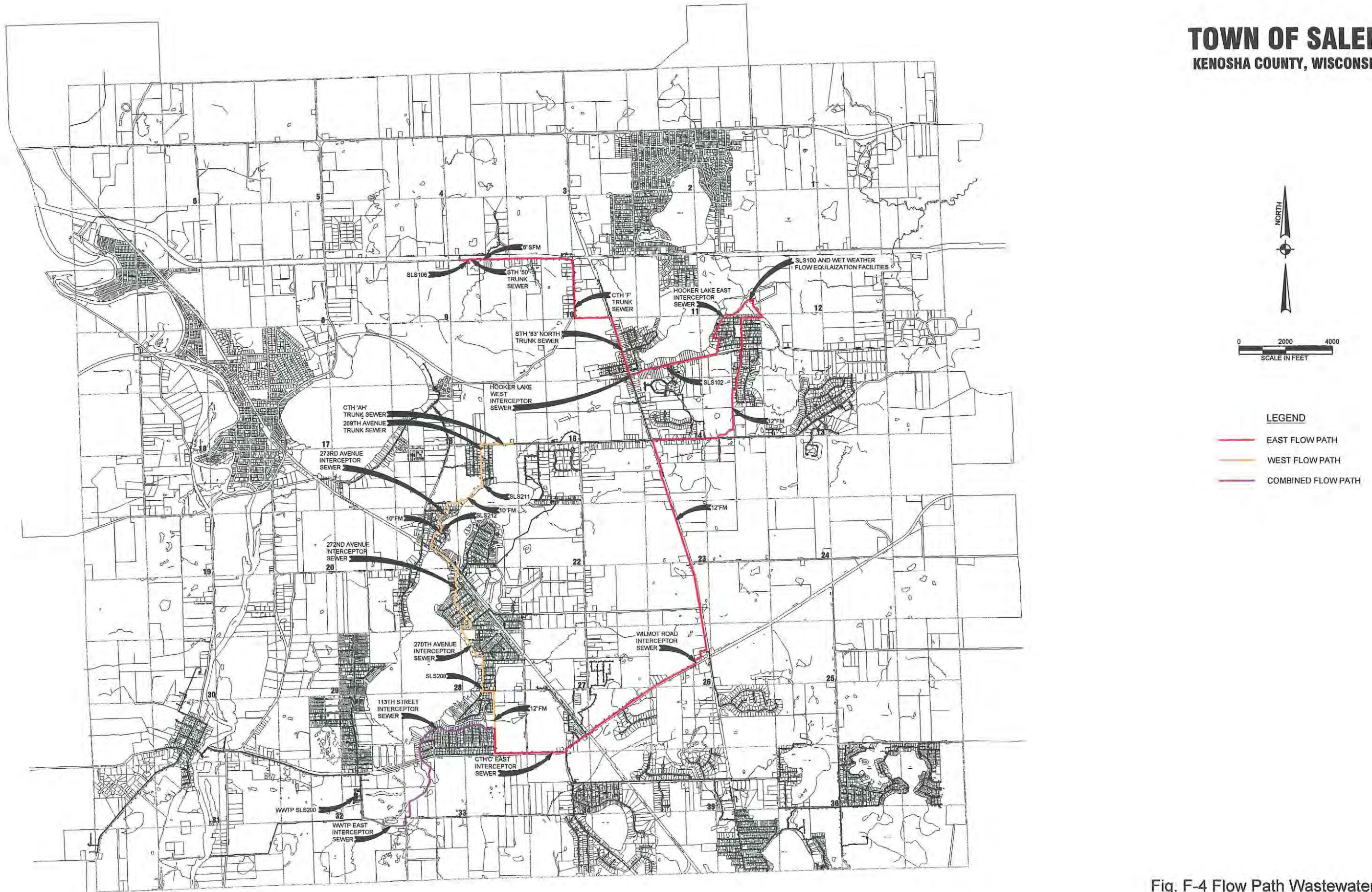


Fig. F-4 Flow Path Wastewater Collection System Facilities

EXHIBIT "G"

**CAPITAL COST ALLOCATION EXAMPLES
FOR
ADDITIONAL CAPACITY IN EXISTING FACILITIES**

CAPITAL COST ALLOCATION EXAMPLES
FOR
ADDITIONAL CAPACITY IN EXISTING FACILITIES

Example No. 1 (Article 5.02)

The Village plans to add a subdivision that would discharge to an existing Town Utility District sewage lift station and sewage force main. The existing capacity of the sewage lift station and sewage force main is 300 gallons per minute (gpm). The existing flow to the sewage lift station from Town customers is 150 gpm. The available capacity is 150 gpm. The design flow for the Village subdivision is projected to be 50 gpm. The Village design flow (50 gpm) is less than the available capacity (150 gpm); and the design flow for the facility for the next five (5) years (150 gpm + 50 gpm = 200 gpm) does not exceed 90 percent of the actual capacity of the facilities. The Village may use the available capacity. The Village can use the existing Town wastewater collection facilities without any allocation of capital cost for expanding facilities until the actual flow or the design flow reaches 270 gpm (90 percent of 300 gpm).

Example No. 2 (Article 5.02)

The Village plans to add a subdivision that would discharge to an existing Town Utility District collector sewer. The existing capacity of the collector sewer is 400 gpm. The existing flow in the collector sewer from the Town is 300 gpm. The projected flow for the collector sewer from proposed developments in the Town in the next five (5) years is 350 gpm. The available capacity is equal to the difference between the actual capacity of the collector sewer (400 gpm) and the projected flow (350 gpm), which equals 50 gpm. The design flow for the Village subdivision is projected to be 20 gpm. The Village design flow (20 gpm) is less than the available capacity of the collector sewer; but the design flow for the collector sewer (350 gpm + 20 gpm = 370 gpm) exceeds 90 percent of the actual capacity of the facilities. The Village cannot use the existing collector sewer without expanding the capacity.

Example No. 3

Part 1 (Article 5.03)

The Village plans to add a subdivision that would discharge to an existing Town Utility District trunk sewer. The existing capacity of the trunk sewer is 500 gpm. The existing flow in the trunk sewer from Town customers is 350 gpm. The existing flow from the Village customers is 75 gpm. The design flow for the proposed Village subdivision is projected to be 75 gpm.

The existing flow and the design flow for the Village subdivision equals or exceed 90 percent of the capacity of the existing trunk sewer. The trunk sewer must be expanded to provide additional capacity. The design period for the trunk sewer is 40 years. The design flow for development in the Town for the 40-year design period, including existing flow, is projected to be 475 gpm. The design flow for development in the Town Service Zone of the Village for the 40-year design period, including existing flow, is projected to be 300 gpm.

The capacity of the existing trunk sewer is 500 gpm. The Town will have use of the entire existing capacity after the existing facility is expanded. The design flow for the Town is 475 gpm. The design flow for the Town (475 gpm) is less than the existing capacity of the trunk sewer (500 gpm) so the Town does not need any additional capacity in the expanded facility.

The design flow for the Village is 300 gpm. The Village must acquire 300 gpm of capacity in the expanded facility. The design flow for the expanded facility will be equal to the capacity of the existing trunk sewer (500 gpm) plus the design flow for the Village (300 gpm), which equals 800 gpm.

Part 2 (Article 5.05)

The trunk sewer is an expanded facility for joint use by the Town and Village. The billable capacity for the Town is equal to the difference between the design capacity of the Town (475 gpm) and the capacity of the existing facility (500 gpm). The billable capacity for the Town is equal to zero ($475 \text{ gpm} - 500 \text{ gpm} = -25 \text{ gpm}$) because the existing capacity of the facility is equal to or greater than the design capacity of the Town. The billable capacity for the Village is equal to the design capacity of the Village (300 gpm).

The Town's proportional share of the capital cost of the expanded facility is equal to the billable capacity of the Town (0) divided by the sum of the billable capacities of the Town (0) and the Village (300 gpm), which is zero (0). The Village's proportional share of the capital cost of the expanded facility is equal to the billable capacity of the Village (300 gpm) divided by the sum of the billable capacity of the Town (0) plus the billable capacity of the Village (300 gpm), which equals 100 percent.

Example No. 4

Part 1 (Article 5.03)

The Village plans to add a subdivision that would discharge to an existing Town Utility District trunk sewer. The existing capacity of the trunk sewer is 400 gpm. The existing flow in the trunk sewer from Town customers is 300 gpm. The existing flow from the Village customers is 50 gpm. The design flow for the proposed Village subdivision is projected to be 50 gpm.

The existing flow (350 gpm) and the design flow for the Village (50 gpm) subdivision equals or exceed 90 percent of the capacity of the existing trunk sewer. The trunk sewer must be expanded to provide additional capacity. The design period for the trunk sewer is 40 years. The design flow for development in the Town for the 40-year design period, including existing flow, is projected to be 500 gpm. The design flow for development in the Town Service Zone of the Village for the 40-year design period, including existing flow, is projected to be 300 gpm.

The capacity of the existing trunk sewer is 400 gpm. The Town will have use of the entire existing capacity after the existing facility is expanded. The design flow for the Town is 500 gpm. The design flow for the Town (500 gpm) is greater than the existing capacity of the trunk sewer (400 gpm) so the Town will need 100 gpm ($500 \text{ gpm} - 400 \text{ gpm} = 100 \text{ gpm}$) of additional capacity in the expanded facility.

The design flow for the Village is 300 gpm. The Village must acquire 300 gpm of capacity in the expanded facility. The design flow for the expanded facility will be equal to the design flow for the Town (500 gpm) plus the design flow for the Village (300 gpm), which equals 800 gpm.

Part 2 (Article 5.05)

The trunk sewer is an expanded facility for joint use by the Town and the Village. The billable capacity for the Town is equal to the difference between the design capacity of the Town (500 gpm) and the capacity of the existing facility (400 gpm). The billable capacity for the Town is equal to 100 gpm ($500 \text{ gpm} - 400 \text{ gpm} = 100 \text{ gpm}$). The billable capacity for the Village is equal to the design capacity of the Village (300 gpm).

The Town's proportional share of the capital cost of the expanded facility is equal to the billable capacity of the Town (100 gpm) divided by the sum of the billable capacities of the Town (100 gpm) and the Village (300 gpm), which equals 25 percent. The Village's proportional share of the capital cost of the expanded facility is equal to the billable capacity of the Village (300 gpm) divided by the sum of the billable capacities of the Town (100 gpm) and the Village (300 gpm), which equals 75 percent.

Example No. 5

Part 1 (Article 5.03)

The Town and the Village plan to add development that will discharge to the existing Utility District Wastewater Treatment Plant (WWTP). The existing capacity of the WWTP is 1.5 million gallons per day (mgd). The existing flow from the Town is 1.0 mgd. The existing flow from the Village is 0.25 mgd. The projected design flow for the proposed development in the Town is 0.10 mgd. The projected design flow for the proposed development in the Village is 0.10 mgd.

The existing flow (1.25 mgd) and the design flow for the Town and the Village proposed developments (0.20 mgd) equals or exceeds 90 percent of the capacity of the existing WWTP. The WWTP must be expanded to provide additional capacity. The design period for the WWTP is 20 years. The design flow for development in the Town for the 20-year design period, including existing flow, is projected to be 2.0 mgd. The design flow for development in the Village for the 20-year design period, including existing flow, is projected to be 1.0 mgd.

The capacity of the existing WWTP is 1.5 mgd. The Town will have use of the entire existing capacity after the existing facility is expanded. The design flow of the Town is 2.0 mgd. The design capacity of the Town (2.0 mgd) is greater than the capacity of the existing facility (1.5 mgd) so the Town will need 0.5 mgd ($2.0 \text{ mgd} - 1.5 \text{ mgd} = 0.5 \text{ mgd}$) of additional capacity in the expanded WWTP.

The design capacity for the Village is 1.0 mgd. The Village must acquire 1.0 mgd of capacity in the expanded WWTP. The design flow for the expanded WWTP will be equal to the design flow for the Town (2.0 mgd) and the design flow for the Village (1.0 mgd), which equals 3.0 mgd.

Part 2 (Article 5.05)

The WWTP is an expanded facility for joint use by the Town and the Village. The billable capacity for the Town is equal to the difference between the design capacity of the Town (2.0 mgd) and the capacity of the existing WWTP (1.5 mgd). The billable capacity for the Town is equal to 0.5 mgd ($2.0 \text{ mgd} - 1.5 \text{ mgd} = 0.5 \text{ mgd}$). The billable capacity for the Village is equal to the design capacity of the Village (1.0 mgd).

The Town's proportional share of the capital cost of the expanded facility is equal to the billable capacity of the Town (0.5 mgd) divided by the sum of the billable capacities of the Town (0.5 mgd) and the Village (1.0 mgd), which equals 33 percent. The Village's proportional share of the capital cost of the expanded facility is equal to the billable capacity of the Village (1.0 mgd) divided by the sum of the billable capacities of the Town (0.5 mgd) and the Village (1.0 mgd), which equals 67 percent.

EXHIBIT "H"

**CAPITAL COST ALLOCATION EXAMPLES
FOR
ADDITIONAL CAPACITY IN NEW FACILITIES**

CAPITAL COST ALLOCATION EXAMPLES
FOR
ADDITIONAL CAPACITY IN NEW FACILITIES

Example No. 1

Part 1 (Article 5.04)

A new sewage lift station and sewage force main are required to serve the Town and the Village. The design period for the new sewage lift station and sewage force main is 20 years. The design flow for development in the Town for the 20-year design period is projected to be 300 gpm. The design flow for development in the Village for the 20-year design period is projected to be 100 gpm. The design flow for the new facility is 400 gpm.

Part 2 (Article 5.05)

The sewage lift station and sewage force main is a new facility for joint use by the Town and the Village. The billable capacity for the Town is equal to the design capacity of the Town (300 gpm). The billable capacity for the Village is equal to the design capacity of the Village (100 gpm).

The Town's proportional share of the capital cost of the new facility is equal to the billable capacity of the Town (300 gpm) divided by the sum of the billable capacities of the Town (300 gpm) and the Village (100 gpm), which equals 75 percent. The Village's proportional share of the capital cost of the new facility is equal to the billable capacity of the Village (100 gpm) divided by the sum of the billable capacities of the Town (300 gpm) and the Village (100 gpm), which equals 25 percent.

Example No. 2

Part 1 (Article 5.04)

A new collector sewer is required to serve the Village. The new collector sewer passes through the Town. The portion of the Town that would be served by the collector sewer is not in the Town Sewer Service Area, and there are no immediate plans for development in the area.

The design period for the collector sewer is 40 years. The design flow for the area in the Town served by the collector sewer for the 40-year period is projected to be 50 gpm. The design flow for development in the Village for the 40-year period is projected to be 200 gpm. The design flow for the new facility is 250 gpm.

Part 2 (Article 5.05)

The collector sewer is a new facility for joint use by the Town and the Village. The billable capacity for the Town is equal to the design capacity of the Town (50 gpm). The billable capacity for the Village is equal to the design capacity of the Village (200 gpm).

The Town's proportional share of the capital cost of the new facility is equal to the billable capacity of the Town (50 gpm) divided by the sum of the billable capacities of the Town (50 gpm) and the Village (200 gpm), which equals 20 percent. The Village's proportional share of the capital cost of the new facility is equal to the billable capacity of the Village (200 gpm) divided by the sum of the billable capacities of the Town (50 gpm) and the Village (200 gpm), which equals 80 percent.

The Town has no immediate need for the collector sewer so the Village pays the Town the entire capital cost. The Town will pay the Village the Town's proportional share of the capital cost when the Town needs to use the collector sewer.

Five years after the collector sewer is built, the Town plans to add a subdivision to the collector sewer. The area to be developed is added to the Town Sewer Service Area. The design flow for the subdivision is 25 gpm. The Town pays the Village the Town's proportional share of the capital cost, based on the design capacity of 50 gpm, when the sanitary sewer plans for the proposed development are approved.

Example No. 3

Part 1 (Article 5.04)

A new collector sewer is required for the exclusive use of the Village. The new collector sewer must pass through the Town to connect to an existing Town Utility District trunk sewer. The Town shall construct the new collector sewer in the Town for the exclusive use of the Village.

Part 2 (Article 5.05)

The Village shall pay the Town the entire capital cost for the collector sewer required for the exclusive use of the Village in the Town.

EXISTING LAND USE

- Municipal Boundaries
- Paddock Lake
 - Silver Lake
 - Town Boundaries

- Salem Sewer Service Area
- Paddock Lake Sewer Service Area

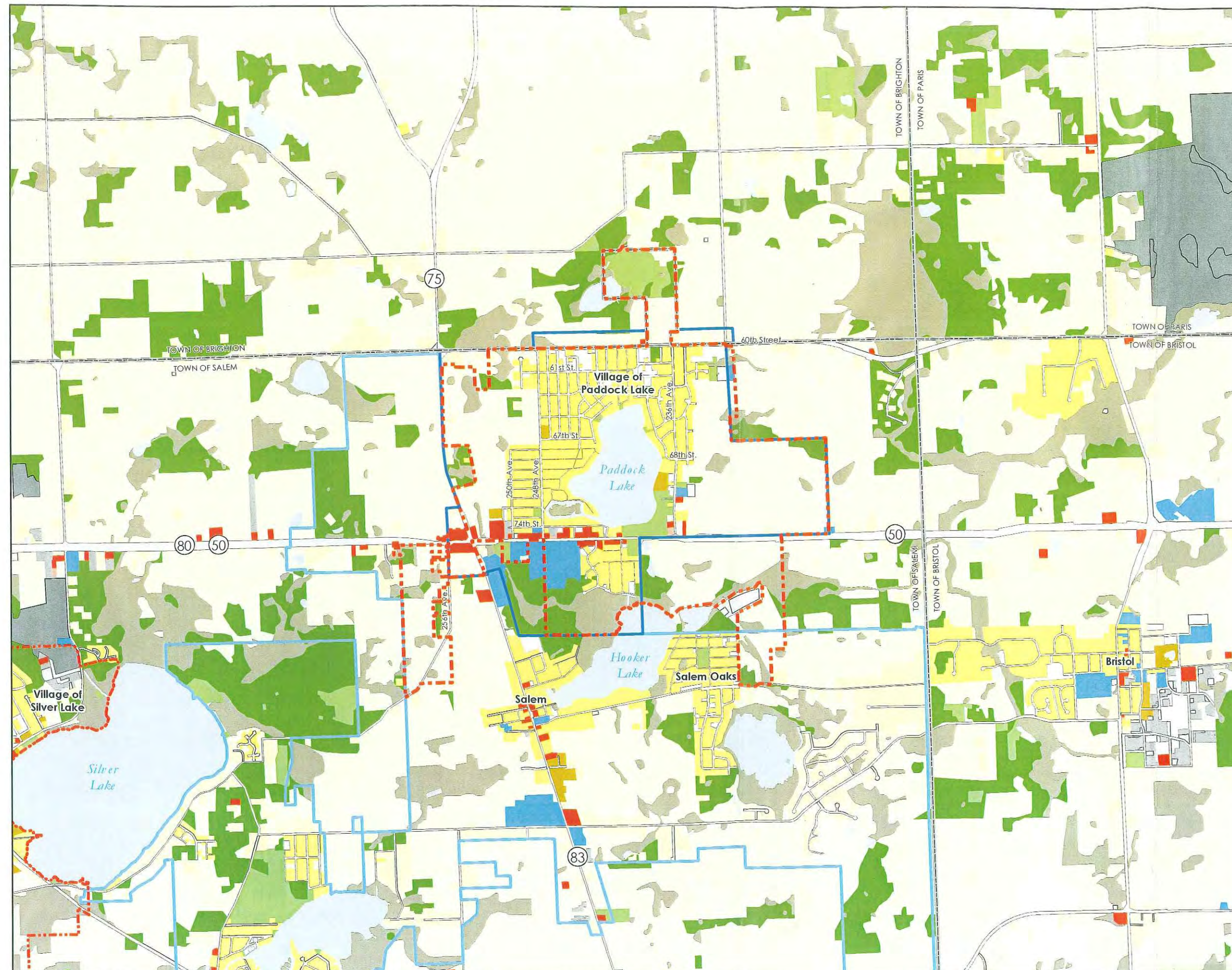
- Agriculture/Rural
- Rural Single Family
- Village Single Family
- Mixed-Residential
- Planned Business
- General Business
- Institutional
- Transportation, Communication and Utilities
- Industrial
- Landfill/Extraction
- Vacant
- Open Space
- Surface Water
- Wetland
- Woodland

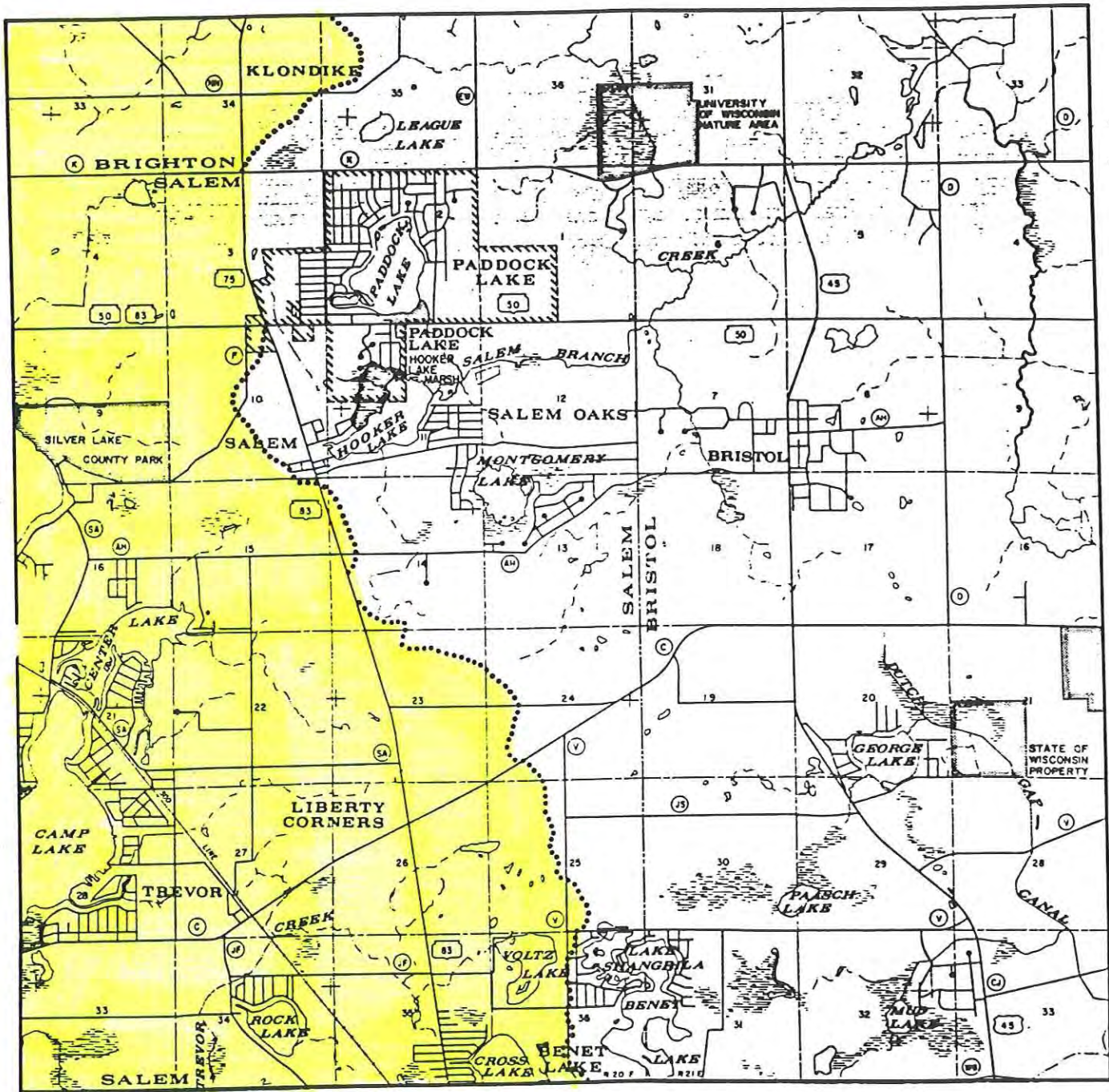


0 1,250 2,500 5,000 Feet



Date: May 2005
Source: SEWRPC, Kenosha County





Source: SEWRPC.

- Fox River Tributary
- Des Plaines River Tributary

waiver request, and the financial effects on the political subdivision of each waiver that was granted.

History: 2001 a. 109; 2003 a. 321.

SUBCHAPTER II

INCORPORATION; MUNICIPAL BOUNDARIES

66.0201 Incorporation of villages and cities; purpose and definitions. (1) **PURPOSE.** It is the policy of this state that the development of territory from town to incorporated status proceed in an orderly and uniform manner and that toward this end each proposed incorporation of territory as a village or city be reviewed as provided in ss. 66.0201 to 66.0213 to assure compliance with certain minimum standards which take into account the needs of both urban and rural areas.

(2) **DEFINITIONS.** In ss. 66.0201 to 66.0213, unless the context requires otherwise:

(am) “Board” means the incorporation review board.

(ar) “Department” means the department of administration.

(bm) “Isolated municipality” means any existing or proposed village or city entirely outside any metropolitan community at the time of its incorporation.

(c) “Metropolitan community” means the territory consisting of any city having a population of 25,000 or more, or any 2 incorporated municipalities whose boundaries are within 5 miles of each other whose populations aggregate 25,000, plus all the contiguous area which has a population density of 100 persons or more per square mile, or which the department has determined on the basis of population trends and other pertinent facts will have a minimum density of 100 persons per square mile within 3 years.

(d) “Metropolitan municipality” means any existing or proposed village or city entirely or partly within a metropolitan community.

(dm) “Population” means the population of a local unit as shown by the last federal census or by any subsequent population estimate certified as acceptable by the department.

History: 1977 c. 29; 1979 c. 361 s. 112; 1991 a. 39; 1995 a. 27 ss. 3306 and 9116 (5); 1997 a. 27; 1999 a. 150 s. 33; Stats. 1999 s. 66.0201; 1999 a. 186; 2003 a. 171.

66.0203 Procedure for incorporation of villages and cities. (1) **NOTICE OF INTENTION.** At least 10 days and not more than 20 days before the circulation of an incorporation petition, a notice setting forth that the petition is to be circulated and including an accurate description of the territory involved shall be published within the county in which the territory is located as a class 1 notice, under ch. 985.

(2) (a) The petition for incorporation of a village or city shall be in writing signed by 50 or more persons who are both electors and freeholders in the territory to be incorporated if the population of the proposed village or city includes 300 or more persons; otherwise by 25 or more persons who are both electors and freeholders in the territory to be incorporated.

(b) The petition shall be addressed to and filed with the circuit court of a county in which all or a major part of the territory to be incorporated is located. The incorporation petition is void unless filed within 6 months of the date of publication of the notice of intention to circulate.

(c) The petition shall designate a representative of the petitioners, and an alternate, who shall be an elector or freeholder in the territory, and state that person’s address; describe the territory to be incorporated with sufficient accuracy to determine its location and have attached to the petition a scale map reasonably showing the boundaries of the territory; specify the current resident population of the territory by number in accordance with the definition given in s. 66.0201 (2) (dm); set forth facts substantially establishing the required standards for incorporation; and request the circuit court to order a referendum and to certify the incorporation

of the village or city when it is found that all requirements have been met.

(e) No person who has signed a petition may withdraw his or her name from the petition. No additional signatures may be added after a petition is filed.

(f) The circulation of the petition shall commence not less than 10 days nor more than 20 days after the date of publication of the notice of intention to circulate.

(3) **HEARING; COSTS.** (a) Upon the filing of the petition the circuit court shall by order fix a time and place for a hearing giving preference to the hearing over other matters on the court calendar.

(b) The court may by order allow costs and disbursements as provided for actions in circuit court in any proceeding under this subsection.

(c) The court may, upon notice to all parties who have appeared in the hearing and after a hearing on the issue of bond, order the petitioners or any of the opponents to post bond in an amount that it considers sufficient to cover disbursements.

(4) **NOTICE.** (a) Notice of the filing of the petition and of the date of the hearing on the petition before the circuit court shall be published in the territory to be incorporated, as a class 2 notice, under ch. 985, and given by certified or registered mail to the clerk of each town in which the territory is located and to the clerk of each metropolitan municipality of the metropolitan community in which the territory is located. The mailing shall be not less than 10 days before the time set for the hearing.

(b) The notice shall contain:

1. A description of the territory sufficiently accurate to determine its location and a statement that a scale map reasonably showing the boundaries of the territory is on file with the circuit court.

2. The name of each town in which the territory is located.

3. The name and post-office address of the representative of the petitioners.

(5) **PARTIES.** Any governmental unit entitled to notice pursuant to sub. (4), any school district which lies at least partly in the territory or any other person found by the court to be a party in interest may become a party to the proceeding prior to the time set for the hearing.

(6) **ANNEXATION RESOLUTION.** Any municipality whose boundaries are contiguous to the territory may also file with the circuit court a certified copy of a resolution adopted by a two-thirds vote of the elected members of the governing body indicating a willingness to annex the territory designated in the incorporation petition. The resolution shall be filed at or prior to the hearing on the incorporation petition, or any adjournment granted for this purpose by the court.

(7) **ACTION.** (a) No action to contest the validity of an incorporation on any grounds, whether procedural or jurisdictional, may be commenced after 60 days from the date of issuance of the certificate of incorporation by the secretary of state.

(b) An action contesting an incorporation shall be given preference in the circuit court.

(8) **FUNCTION OF THE CIRCUIT COURT.** (a) After the filing of the petition and proof of notice, the circuit court shall conduct a hearing at the time and place specified in the notice, or at a time and place to which the hearing is duly adjourned.

(b) On the basis of the hearing the circuit court shall find if the standards under s. 66.0205 are met. If the court finds that the standards are not met, the court shall dismiss the petition. Subject to par. (c), if the court finds that the standards are met the court shall refer the petition to the board. Upon payment of any fee imposed under s. 16.53 (14), the board shall determine whether the standards under s. 66.0207 are met.

(c) 1. The court shall determine whether an annexation proceeding that affects any territory included in the incorporation petition has been initiated under s. 66.0217, 66.0219, or 66.0223. A court shall consider an annexation proceeding under s. 66.0223

(a) *Characteristics of territory.* The entire territory of the proposed village or city shall be reasonably homogeneous and compact, taking into consideration natural boundaries, natural drainage basin, soil conditions, present and potential transportation facilities, previous political boundaries, boundaries of school districts, shopping and social customs. An isolated municipality shall have a reasonably developed community center, including some or all features such as retail stores, churches, post office, telecommunications exchange and similar centers of community activity.

(b) *Territory beyond the core.* The territory beyond the most densely populated one-half square mile specified in s. 66.0205 (1) or the most densely populated square mile specified in s. 66.0205 (2) shall have an average of more than 30 housing units per quarter section or an assessed value, as defined in s. 66.0217 (1) (a) for real estate tax purposes, more than 25% of which is attributable to existing or potential mercantile, manufacturing or public utility uses. The territory beyond the most densely populated square mile as specified in s. 66.0205 (3) or (4) shall have the potential for residential or other urban land use development on a substantial scale within the next 3 years. The board may waive these requirements to the extent that water, terrain or geography prevents the development.

(2) In addition to complying with each of the applicable standards set forth in sub. (1) and s. 66.0205 in order to be approved for referendum, a proposed incorporation must be in the public interest as determined by the board upon consideration of the following:

(a) *Tax revenue.* The present and potential sources of tax revenue appear sufficient to defray the anticipated cost of governmental services at a local tax rate which compares favorably with the tax rate in a similar area for the same level of services.

(b) *Level of services.* The level of governmental services desired or needed by the residents of the territory compared to the level of services offered by the proposed village or city and the level available from a contiguous municipality which files a certified copy of a resolution as provided in s. 66.0203 (6).

(c) *Impact on the remainder of the town.* The impact, financial and otherwise, upon the remainder of the town from which the territory is to be incorporated.

(d) *Impact on the metropolitan community.* The effect upon the future rendering of governmental services both inside the territory proposed for incorporation and elsewhere within the metropolitan community. There shall be an express finding that the proposed incorporation will not substantially hinder the solution of governmental problems affecting the metropolitan community.

History: 1977 c. 29; 1983 a. 189 s. 329 (14); 1985 a. 297 s. 150 s. 38; Stats. 1999 s. 66.0207; 2003 a. 171.

The delegation of legislative power under sub. (2) (d) is constitutional. *Westring v. James*, 71 Wis. 2d 462, 238 N.W.2d 695 (1976).

Incorporation of a town in a metropolitan area is discussed. *Pleasant Prairie v. Department of Local Affairs and Development*, 113 Wis. 2d 327, 334 N.W.2d 893 (1983).

That the department approved annexations that helped create fragmented town borders did not render arbitrary and capricious the department's determination that the town's proposed incorporation did not meet the requirement of homogeneity and compactness. *Incorporation of the Town of Pewaukee*, 186 Wis. 2d 515, 521 N.W.2d 453 (Ct. App. 1994).

Whether incorporation would benefit the proposed village area is not the standard for allowing incorporation. An area must meet all the requirements of subs. (1) and (2). *Walag v. DOA*, 2001 WI App 217, 247 Wis. 2d 850, 634 N.W.2d 906, 00–3513.

66.0209 Review of incorporation-related orders and decisions. (1) The order of the circuit court made under s. 66.0203 (8) or (9) (f) may be appealed to the court of appeals.

(2) The decision of the board made under s. 66.0203 (9) is subject to judicial review under ch. 227.

(3) Where a proceeding for judicial review is commenced under sub. (2), appeal under sub. (1) may not be taken and the time in which the appeal may be taken does not commence to run until judgment is entered in the proceeding for judicial review.

(4) An incorporation referendum ordered by the circuit court under s. 66.0203 (9) (f) may not be stayed pending the outcome

of further litigation, unless the court of appeals or the supreme court, upon an appeal or upon the filing of an original action in the supreme court, concludes that a strong probability exists that the order of the circuit court or the decision of the board will be set aside.

History: 1977 c. 29, 187; Sup. Ct. Order, 146 Wis. 2d xiii (1988); 1999 a. 150 s. 39; Stats. 1999 s. 66.0209; 2001 a. 103; 2003 a. 171.

When a petition to incorporate is dismissed due to DOA disapproval, sub. (2) prevents appellate court review prior to judicial review under ch. 227. *Petition to Incorporate Powers Lake Village*, 171 Wis. 2d 659, 492 N.W.2d 342 (Ct. App. 1992).

66.0211 Incorporation referendum procedure.

(1) **ORDER.** The circuit court's order for an incorporation referendum shall specify the voting place and the date of the referendum, which shall be not less than 6 weeks from the date of the order, and name 3 inspectors of election. If the order is for a city incorporation referendum the order shall further specify that 7 alderpersons shall be elected at large from the proposed city. The city council at its first meeting shall determine the number and boundaries of wards in compliance with s. 5.15 (1) and (2), and the combination of wards into aldermanic districts. The number of alderpersons per aldermanic district shall be determined by charter ordinance.

(2) **NOTICE OF REFERENDUM.** Notice of the referendum shall be given by publication of the order of the circuit court in a newspaper having general circulation in the territory. Publication shall be once a week for 4 successive weeks. The first publication may not be more than 4 weeks before the referendum.

(3) **RETURN.** An incorporation referendum shall be conducted in the same manner as an annexation referendum under s. 66.0217 (7) to the extent applicable except that the ballot shall contain the words "For a city [village]" and "Against a city [village]". The inspectors shall make a return to the circuit court.

(4) **COSTS.** If the referendum is against incorporation, the costs of the election shall be borne by the towns involved in the proportion that the number of electors of each town within the territory proposed to be incorporated, voting in the referendum, bears to the total number of electors in the territory voting in the referendum. If the referendum is for a village or city, the costs shall be charged against the municipality in the apportionment of town assets.

(5) **CERTIFICATION OF INCORPORATION.** If a majority of the votes in an incorporation referendum are cast in favor of a village or city, the clerk of the circuit court shall certify the fact to the secretary of state and supply the secretary of state with a copy of a description of the legal boundaries of the village or city and the associated population and a copy of a plat of the village or city. Within 10 days of receipt of the description and plat, the secretary of state shall forward 2 copies to the department of transportation and one copy each to the department of administration, the department of revenue and the department of commerce. The secretary of state shall issue a certificate of incorporation and record the certificate.

History: 1971 c. 304; 1973 c. 37, 90; 1977 c. 29 s. 1654 (8) (c); 1977 c. 273; 1979 c. 361 s. 112; 1981 c. 4 s. 19; 1981 c. 377; 1993 a. 184; 1995 a. 27, s. 9116 (5); 1999 a. 150 s. 40; Stats. 1999 s. 66.0211.

A referendum is effective immediately if the majority of votes are for incorporation. 70 Atty. Gen. 128.

66.0213 Powers of new village or city: elections; adjustment of taxes; reorganization as village. (1) **VILLAGE OR CITY POWERS.** A village or city incorporated under ss. 66.0201 to 66.0213 is a body corporate and politic, with powers and privileges of a municipal corporation at common law and conferred by these statutes.

(2) **EXISTING ORDINANCES.** (a) Ordinances in force in the territory incorporated or any part of the territory, to the extent not inconsistent with chs. 61 and 62, continue in force until altered or repealed.

(b) A county shoreland zoning ordinance enacted under s. 59.692 that is in force in any part of the territory continues in force until altered under s. 59.692 (7) (ad).

RESOLUTION NO. 05-02-14

TO AUTHORIZE THE CHAIRMAN OF THE TOWN OF SALEM, WITH THE ASSISTANCE OF SUCH TOWN AND UTILITY STAFF AS MAY BE NECESSARY, PURSUANT TO § 66.0307, WISCONSIN STATUTES, TO PARTICIPATE WITH THE VILLAGE OF PADDOCK LAKE IN THE PREPARATION OF A COOPERATIVE PLAN, UNDER THE GUIDANCE OF THE TOWN BOARD AND THE TOWN PLAN COMMISSION

WHEREAS, § 66.0307, Wisconsin Statutes, authorizes municipalities to set the boundary lines between/among themselves upon adopting and having approved by the State of Wisconsin Department of Administration, a Cooperative Plan in accordance with statutory procedures and requirements; and

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

WHEREAS, cooperative planning is in the best interest of the participating municipalities;

NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town of Salem, Kenosha County, Wisconsin, that the Chairman and other Town Designees, with the assistance of such Town and Utility staff as may be necessary, are authorized pursuant to § 66.0307, Wisconsin Statutes, to participate with the Village of Paddock Lake in the preparation of a Cooperative Plan, under the guidance of the Town Board and Town Plan Commission.

BE IT FURTHER RESOLVED that notice of this Resolution shall be given, in writing, by the Town Clerk, within five (5) days after its adoption, to the parties specified in § 66.0307(4)(a), Wisconsin Statutes.

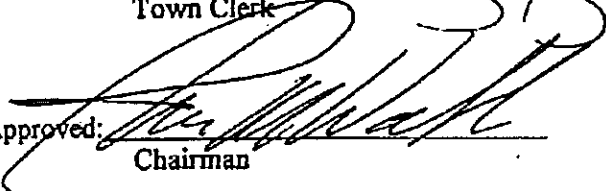
Adopted this 14th day of February, 2005.

TOWN OF SALEM, KENOSHA COUNTY,
WISCONSIN

Attest:


Town Clerk

Approved:


Chairman

Drafted by:

Joshua L. Gimbel
Special Town Attorney

THE Village of PADDOCK LAKE

PHONES – 262-843-2713 or 262-843-2400 FAX 262-843-3409

6969 236th AVENUE
SALEM, WISCONSIN 53168

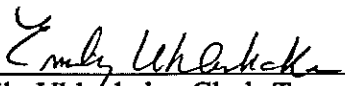
STATE OF WISCONSIN
KENOSHA COUNTY
VILLAGE OF PADDOCK LAKE

I, Emily Uhlenhake, hereby certify that I am the duly appointed, qualified Clerk-Treasurer of the Village of Paddock Lake, Wisconsin, a Municipal Corporation, and as such official, I am the legal custodian of all papers and record of said village, I further certify that I have compared the attached:

Resolution No. 307, To Authorize the President and Village Administrator of the Village of Paddock Lake, with the Assistance of Such Village Water Utility Staff as may be Necessary, Pursuant to Wisconsin Statute 66.0307, to Participate with the Town of Salem in the Preparation of a Cooperative Plan, Under the Guidance of the Village Board and the Plan Commission, with the original in my possession and that the same is a true, correct and complete copy thereof.

I further certify that this resolution was adopted by the Village of Paddock Lake Board of Trustees at a regular board meeting on the 16th day of February, 2005 and such resolution was posted on February 17th, 2005 at the Paddock Lake Municipal Building, M&I Bank – Paddock Lake and Southport Bank – Paddock Lake.

In Witness Whereof, I have hereunto set my hand and seal of the Village of Paddock Lake, Wisconsin, this 8th day of March, 2007.



Emily Uhlenhake, Clerk-Treasurer
Village of Paddock Lake

seal

passed 2/16/05
posted 2/17/05

RESOLUTION NO. 307

TO AUTHORIZE THE PRESIDENT AND VILLAGE ADMINISTRATOR OF THE VILLAGE OF PADDOCK LAKE, WITH THE ASSISTANCE OF SUCH VILLAGE WATER UTILITY STAFF AS MAY BE NECESSARY, PURSUANT TO §66.0307, WISCONSIN STATUTES, TO PARTICIPATE WITH THE TOWN OF SALEM IN THE PREPARATION OF A COOPERATIVE PLAN, UNDER THE GUIDANCE OF THE VILLAGE BOARD AND THE VILLAGE PLAN COMMISSION

WHEREAS, §66.0307, Wisconsin Statutes, authorizes municipalities to set the boundary lines between/along themselves upon adopting and having approved by the State of Wisconsin Department of Administration, a Cooperative Plan in accordance with statutory procedures and requirements; and

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

WHEREAS, cooperative planning is in the best interest of the participating municipalities.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Paddock Lake, Kenosha County, Wisconsin, that the President and the Village Administrator, with the assistance of such Village and Water Utility staff as may be necessary, are authorized pursuant to §66.0307, Wisconsin Statutes, to participate with the Town of Salem in the preparation of a Cooperative Plan, under the guidance of the Village Board and the Village Plan Commission.

BE IT FURTHER RESOLVED that notice of this Resolution shall be given, in writing, by the Village Clerk, within five (5) days after it adopting, to the parties specified in §66.0307(4)(a), Wisconsin Statutes.

Adopted the 16th day of February, 2005.

VILLAGE OF PADDOCK LAKE

By: David C. Buehn
David Buehn, President

Attest: Doris Raditz
Doris Raditz, Clerk

THE Village of PADDOCK LAKE

PHONES – 262-843-2713 or 262-843-2400 FAX 262-843-3409

6969 236th AVENUE
SALEM, WISCONSIN 53168

STATE OF WISCONSIN
KENOSHA COUNTY
VILLAGE OF PADDOCK LAKE


I, Emily Uhlenhake, hereby certify that I am the duly appointed, qualified Clerk-Treasurer of the Village of Paddock Lake, Wisconsin, a Municipal Corporation, and as such official, I am the legal custodian of all papers and record of said village, I further certify that I have compared the attached:

Resolution No. 307, To Authorize the President and Village Administrator of the Village of Paddock Lake, with the Assistance of Such Village Water Utility Staff as may be Necessary, Pursuant to Wisconsin Statute 66.0307, to Participate with the Town of Salem in the Preparation of a Cooperative Plan, Under the Guidance of the Village Board and the Plan Commission, with the original in my possession and that the same is a true, correct and complete copy thereof.

I further certify that this resolution was adopted by the Village of Paddock Lake Board of Trustees at a regular board meeting on the 16th day of February, 2005 and such resolution was posted on February 17th, 2005 at the Paddock Lake Municipal Building, M&I Bank – Paddock Lake and Southport Bank – Paddock Lake.

I further certify that the attached list of entities was mailed copies of the authorizing resolution.

In Witness Whereof, I have hereunto set my hand and seal of the Village of Paddock Lake, Wisconsin, this 8th day of March, 2007.



Emily Uhlenhake, Clerk-Treasurer
Village of Paddock Lake

seal

ATTACHMENT "I"

posted 2/17/05

RESOLUTION NO. 307

TO AUTHORIZE THE PRESIDENT AND VILLAGE ADMINISTRATOR OF THE VILLAGE OF PADDOCK LAKE, WITH THE ASSISTANCE OF SUCH VILLAGE WATER UTILITY STAFF AS MAY BE NECESSARY, PURSUANT TO §66.0307, WISCONSIN STATUTES, TO PARTICIPATE WITH THE TOWN OF SALEM IN THE PREPARATION OF A COOPERATIVE PLAN, UNDER THE GUIDANCE OF THE VILLAGE BOARD AND THE VILLAGE PLAN COMMISSION

WHEREAS, §66.0307, Wisconsin Statutes, authorizes municipalities to set the boundary lines between/along themselves upon adopting and having approved by the State of Wisconsin Department of Administration, a Cooperative Plan in accordance with statutory procedures and requirements; and

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

WHEREAS, cooperative planning is in the best interest of the participating municipalities.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Paddock Lake, Kenosha County, Wisconsin, that the President and the Village Administrator, with the assistance of such Village and Water Utility staff as may be necessary, are authorized pursuant to §66.0307, Wisconsin Statutes, to participate with the Town of Salem in the preparation of a Cooperative Plan, under the guidance of the Village Board and the Village Plan Commission.

BE IT FURTHER RESOLVED that notice of this Resolution shall be given, in writing, by the Village Clerk, within five (5) days after it adopting, to the parties specified in §66.0307(4)(a), Wisconsin Statutes.

Adopted the 16th day of February, 2005.

VILLAGE OF PADDOCK LAKE

By: David C. Buehn
David Buehn, President

Attest: Doris Raditz
Doris Raditz, Clerk

Company	JobTitle	Address1	City	State	PostalCode	Attn
State of Wisconsin	Department of Administration	P.O. Box 7864	Madison	Wisconsin	53707-7864	Mark Marcmarotta Secretary
State of Wisconsin	Department of Natural Resources	P. O. Box 7921	Madison	Wisconsin	53707-7921	P. Scott Hassett, Secretary Sewer Utility
Village of Silver Lake		113 South First Street	Silver Lake	Wisconsin	53170	
Randall School District		1130 Medinah Way	Twin Lakes	Wisconsin	53181	Kim Mackay Clerk
Town of Dover		P.O. Box 670	Kansasville	Wisconsin	53139-0670	Merry Demsl Clerk/Treasu
Village of Union Grove		1015 State Street	Union Grove	Wisconsin	53182	Jan Winget, Clerk/Treasu
Village of Sturtevant		2801 89th Street	Sturtevant	Wisconsin	53177	WWTF
City of Burlington		300 North Pine	Burlington	Wisconsin	53105	City Clerk
Burlington Area School District		100 North Kane	Burlington	Wisconsin	53105	
State of Wisconsin	Department of Agriculture Trade & Consumer Protection	P.O. Box 8911	Madison	Wisconsin	53718	Rod Nilscstuen, Secretary
State of Wisconsin	Department of Transportation	P. O. Box 7910	Madison	Wisconsin	53707-7910	Frank Busalacchi, Secretary Utility Distri
Village of Twin Lakes		P.O. Box 1024	Twin Lakes	Wisconsin	53181	
Town of Wheatland		P.O. Box 915	New Munster	Wisconsin	53152-0915	Sheila Siegle Clerk
Town of Dover		P.O. Box 670	Kansasville	Wisconsin	53139-0670	WWTF
Village of Union Grove		1015 State Street	Union Grove	Wisconsin	53182	WWTF
City of Racine		730 Washington Avenue	Racine	Wisconsin	53403	Carolyn Moskonas, Clerk
City of Burlington		6551 South Pine	Burlington	Wisconsin	53105	WTF
Walworth County		P.O. Box 1001	Elkhorn	Wisconsin	53121	County Clerk

Company	JobTitle	Address1	City	State	PostalCode	Attn
State of Wisconsin	Department of Commerce	P.O. Box 7970	Madison	Wisconsin	53707-7970	Cory Nettles, Secretary
State of Wisconsin	Director of Intergovernmental Relations	P.O. Box 1645	Madison	Wisconsin	53703-3219	George Hall
Randall Town Hall		34530 Bassett Road	Bassett	Wisconsin	53101	Phyllis Kask Clerk
Rainbow Lake Manor		19900 128th Street	Bristol	Wisconsin	53104	
Kansasville Graded 1-8		4101 South Beaumont Avenue	Kansasville	Wisconsin	53139	School Board Clerk
Village of Sturtevant		2801 89th Street	Sturtevant	Wisconsin	53177	Clerk/Treasu
Town of Burlington		32288 Bushnell Road	Burlington	Wisconsin	53105	Clerk/Treasu
Burlington High School		400 McCanna Pkwy	Burlington	Wisconsin	53105	
Gateway Technical College		380 McCanna Pkwy	Burlington	Wisconsin	53105	
Union Grove Grade and Middle School	Joint School District #1	540 Maurice Drive	Union Grove	Wisconsin	53182	Bill White
Paris Consolidated School District	Joint #1	2805 176th Avenue	Kenosha	Wisconsin	53144	Linda Terry
Kenosha County		1010 56th Street	Kenosha	Wisconsin	53140	Edna Highlar Clerk
Racine Unified School District		2220 Northwestern Avenue	Racine	Wisconsin	53404	Clerk
Village of Mount Pleasant	Sewer Utility	6126 Durand Avenue	Racine	Wisconsin	53406	Bob Pucely, Utility Manager
Village of Elmwood Park		P.O. Box 085882	Racine	Wisconsin	53408	Barbara J. Lange, Clerk/Treasu
City of Kenosha		625 52nd Street	Kenosha	Wisconsin	53140	Jean Morgan Clerk

Company	JobTitle	Address1	City	State	PostalCode	Attn
Village of Pleasant Prairie		9915 39th Avenue	Pleasant Prairie	Wisconsin	53158	Jane M. Romanowski Clerk
Village of Pleasant Prairie	Community Development Director	9915 39th Avenue	Pleasant Prairie	Wisconsin	53158	Jean Werbie
Central High School	District of Westosha	P.O. Box 38	Salem	Wisconsin	53168	Doug Potter
Gateway Technical College		118 Circle Parkway	Williams Bay	Wisconsin	53191	Alice Moravcsik Secretary
Racine County		730 Wisconsin Avenue	Racine	Wisconsin	53403	Joan Rennert Clerk
Central High School	District of Westosha	P.O. Box 38	Salem	Wisconsin	53168	Mary Anderson, Clerk
Village of Silver Lake		113 South First Street	Silver Lake	Wisconsin	53170	Marjorie Saucerman, Clerk
Kenosha Unified School District #1		2902 35th Street	Kenosha	Wisconsin	53140	Mark Stalker Clerk
State of Wisconsin	Department of Administration	P.O. Box 7864	Madison	Wisconsin	53707-7864	Mark Marcmarotta Secretary
Southeastern Wisconsin Regional Planning Commission		P.O. Box 1607	Waukesha	Wisconsin	53187-1607	David B. Falstad, Chairman
Racine County	Planning and Development Director	14200 Washington Avenue	Sturtevant	Wisconsin	53177	Julie Anderson
Village of Mount Pleasant		6126 Durand Avenue	Racine	Wisconsin	53406	Juliett Edmonds, Clerk/Treasurer
City of Racine City Hall Annex	Water and Wastewater Utility	830 Center Avenue	Racine	Wisconsin	53403	Thomas Bunker, General Manager
Kenosha County	Planning and Development	19600 75th Street	Bristol	Wisconsin	53104	George Melcher, Director

Company	JobTitle	Address1	City	State	PostalCode	Attn
Bristol School District		20511 84th Place	Bristol	Wisconsin	53104	Lori Baird, Clerk
Salem Consolidated Grade School Joint	District #2	6800 243rd Avenue	Paddock Lake	Wisconsin	53168	Catherine Krueger, Cle
Wilmot Union High School District		1112 308th Avenue	Wilmot	Wisconsin	53192	Clerk
Village of Paddock Lake		6969 236th Avenue	Salem	Wisconsin	53168	Doris Raditz, Clerk
Union Grove High School District		538 13th Avenue	Union Grove	Wisconsin	53182	Steve McClelland, Clerk
Town of Salem		P.O. Box 443	Salem	Wisconsin	53139	Antonette Seitz, Clerk
Town of Somers		P.O. Box 197	Somers	Wisconsin	53171	Kay Goergen
Kenosha Water Utility		4401 Green Bay Road	Kenosha	Wisconsin	53144	Ed St. Peter
Riverview Joint School District #1		422 School Street	Silver Lake	Wisconsin	53170	Chris Willkomm, Clerk
Village of Paddock lake	Building Inspector	6969 236th Avenue	Salem	Wisconsin	53168	Tim Popanda
Wheatland Center School Joint District #1		7601 368th Avenue	Burlington	Wisconsin	53105	Debra A. Loi Clerk
Wilmot Grade School		P.O. Box 52	Wilmot	Wisconsin	53192	Marcie Badtk Clerk
Somers Utility District #1		P.O. Box 197	Somers	Wisconsin	53171	Carol Fischer
Town of Bristol		P.O. Box 187	Bristol	Wisconsin	53104	Randy Kerkman
Silver Lake Village Hall		113 South First Street	Silver Lake	Wisconsin	53170	Royce Kennedy, Building

Company	JobTitle	Address1	City	State	PostalCode	Attn
Town of Brighton		P.O. Box 249	Kansasville	Wisconsin	53139	Inspector Linda Perona
Brighton Elementary School District		29430 31st Street	Burlington	Wisconsin	53105	Clerk Jan Crane,
Trevor State Grade School District 7		26735 106th Street	Trevor	Wisconsin	53179	Bill Barhyte, Clerk
Town of Paris		19514 60th Street	Bristol	Wisconsin	53104	Orlando Infusino, Cle
Town of Bristol		P.O. Box 187	Bristol	Wisconsin	53104	Amy Klemke

RESOLUTION NO. 06-12-20

A RESOLUTION OF THE TOWN OF SALEM, KENOSHA COUNTY, WISCONSIN ADOPTING THE VILLAGE OF PADDOCK LAKE / TOWN OF SALEM COOPERATIVE PLAN UNDER SECTIONS 66.0307 AND 66.0301, WIS. STATS.

WHEREAS, the Town of Salem (the Town) and the Village of Paddock Lake (the Village) have negotiated a Cooperative Plan subject to the approval of the State Department of Administration under the authority of Sections 66.0301 and 66.0307 of the Wisconsin Statutes; and

WHEREAS, the Town and the Village intend to enter into the Cooperative Plan for the purposes of establishing permanent boundaries, assuring orderly development, accomplishing a coordinated, adjusted and harmonious development of the territory covered by the Cooperative Plan and for the provision of sanitary sewer services both in the Village and in the Town; and

WHEREAS, the Town and the Village have developed a Cooperative Plan following a review of existing regional, county and local plans; and

WHEREAS, the Village and the Town have held a joint public hearing on the Cooperative Plan pursuant to the provisions of Section 66.0307 of the Wisconsin Statutes on November 16, 2006, and have considered the comments which were received both at that public hearing and subsequent thereto in the preparation of the Cooperative Plan as more fully described therein; and

WHEREAS, the Village and the Town intend to immediately implement and make effective this Cooperative Plan and the attendant sanitary sewer agreement as of the date the same are contemporaneously executed by the Village and the Town;

NOW, THEREFORE, the Town Board of the Town of Salem, Kenosha County, Wisconsin does hereby resolve as follows:

1. The Village of Paddock Lake / Town of Salem Cooperative Plan, a copy of which is attached hereto and incorporated herein by reference, is hereby approved.
2. The Town Chairman and Town Clerk are authorized to execute the Cooperative Plan Agreement on behalf of the Town of Salem and to take such further action as may be necessary to obtain the review and approval of the plan as required by Statute.

ATTACHMENT "J"

Adopted by the Town Board of the Town of Salem, Kenosha County,
Wisconsin, this 20th day of December, 2006.

TOWN OF SALEM
Kenosha County, Wisconsin

By: Diann D. Tesar
Diann D. Tesar, Town Chairman

Attest: Lynn M. Pepper
Lynn M. Pepper, Town Clerk

TOWN OF SALEM**KENOSHA COUNTY**

P.O. BOX 443

9814 ANTIOCH ROAD

SALEM, WI. 53168

TELEPHONE (262) 843-2313

FAX (262) 843-4432

TELEFACSIMILE TRANSMITTAL

FROM FAX PHONE NUMBER 262/843-4432

TO: *Diane*COMPANY/NAME: *Davidson & Mulligan*FAX NO: *657-5517*- FROM: *Cindi*

COMPANY: TOWN OF SALEM

DATE: *6/18/07*TOTAL PAGES INCLUDING THIS COVER SHEET: *3***MESSAGE:**- *Diane,*

*I did find the Resolution to ~~enter~~
adopt the agreement, but haven't
found one yet to enter into negotiations.
We'll continue looking.*

Cindi

THE Village of **PADDOCK LAKE**

PHONES – 262-843-2713 or 262-843-2400 FAX 262-843-3409

6969 236th AVENUE
SALEM, WISCONSIN 53168


STATE OF WISCONSIN
KENOSHA COUNTY
VILLAGE OF PADDOCK LAKE

I, Emily Uhlenhake, hereby certify that I am the duly appointed, qualified Clerk-Treasurer of the Village of Paddock Lake, Wisconsin, a Municipal Corporation, and as such official, I am the legal custodian of all papers and record of said village, I further certify that I have compared the attached:

Resolution No. R06-14, To Request the State of Wisconsin Department of Administration to Approve the Village of Paddock Lake/Town of Salem Cooperative Plan Under Section 66.0307, Wisconsin Statutes with the original in my possession and that the same is a true, correct and complete copy thereof.

I further certify that this resolution was adopted by the Village of Paddock Lake Board of Trustees at a regular board meeting on the 20th day of December, 2006 and such resolution was posted on December 21, 2006 at the Paddock Lake Municipal Building, M&I Bank – Paddock Lake and Southport Bank – Paddock Lake.

In Witness Whereof, I have hereunto set my hand and seal of the Village of Paddock Lake, Wisconsin, this 26th day of January, 2007.



Emily Uhlenhake, Clerk-Treasurer
Village of Paddock Lake

seal

RESOLUTION NO. 06- R06-11

TO REQUEST THE STATE OF WISCONSIN DEPARTMENT
OF ADMINISTRATION TO APPROVE THE VILLAGE OF PADDOCK
LAKE/TOWN OF SALEM COOPERATIVE PLAN
UNDER SECTION 66.0307, WISCONSIN STATUTES

BE IT RESOLVED by the Village Board of the Village of Paddock Lake,
Wisconsin, that having approved the Village of Paddock Lake/Town of Salem Cooperative Plan
under Section 66.0307, Wisconsin Statutes, the Village Board requests the State Department of
Administration to approve said Cooperative Plan.

BE IT FURTHER RESOLVED that the Village Clerk/Treasurer is directed to
send a copy of this Resolution to the Clerk/Treasurer of the Town of Salem and to the State of
Wisconsin Department of Administration.

Dated this 20th day of December, 2006.

VILLAGE OF PADDOCK LAKE

By: D. C. B.
David Buehn, President

Attest: Emily Uhlenhake
Emily Uhlenhake, Clerk/Treasurer

SOUTHEASTERN WISCONSIN REGIONAL PLANNING COMMISSION

W239 N1812 ROCKWOOD DRIVE • PO BOX 1607 • WAUKESHA, WI 53187-1607

TELEPHONE (262) 547-6721
FAX (262) 547-1103

December 28, 2006

Serving the Counties of:

KENOSHA
MILWAUKEE
OZAUKEE
RACINE
WALWORTH
WASHINGTON
WAUKESHA

Mr. Jeffrey J. Davison
Attorney at Law
Davison & Mulligan, LTD.
1207 55th Street
Kenosha, WI 53140

RECEIVED

DEC 28 2006

DAVISON & MULLIGAN, LTD.

Dear Mr. Davison:

Pursuant to your letter request of November 27, 2006, the Southeastern Wisconsin Regional Planning Commission has reviewed the cooperative boundary plan and companion sanitary sewer service agreement prepared by the Town of Salem and the Village of Paddock Lake dated October 3, 2006, and September 28, 2006, respectively. The Commission has made the following findings relative to the cooperative boundary plan as required by the provisions of Section 66.0307 of the *Wisconsin Statutes*:

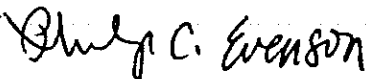
1. Upon its approval and implementation by all parties concerned, the plan and the boundary agreements set forth therein should serve to facilitate implementation of the master plan for the Southeastern Wisconsin Region adopted by the Commission under Section 66.945(9) of the *Wisconsin Statutes*.
2. Implementation of the boundary plan should serve to enhance the delivery of essential municipal services to the boundary adjustment area identified in the plan; provide for a more logical boundary between the communities involved; clarify policies relative to zoning and extraterritorial plat reviews; and facilitate the potential incorporation of the remainder of the Town.

With respect to the future provision of sanitary sewer service in the areas concerned, the proposed sewer agreement appropriately incorporates a Commission recommendation for the establishment of a common boundary between the ultimate Town and Village sewer service areas. The Commission will work with the Town and the Village in the years ahead to appropriately amend their respective sewer service areas in a manner consistent with the proposed agreement.

The Town and Village are to be congratulated on reaching agreement relative to these matters of significance to all parties concerned. The execution of these agreements will represent a major intergovernmental achievement.

We trust that the foregoing findings are responsive to your request and will be helpful to the Village of Paddock Lake and the Town of Salem. It is the Commission's hope that the boundary plan and sewer service agreement will be approved by all parties concerned.

Sincerely,



Philip C. Evenson
Executive Director

PCE/DAS/mlh
#123851 v1 - SALEM/PADDOCK LAKE AGREEMENT

cc: David Buehn, President, Village of Paddock Lake
Diann Tesar, Chairperson, Town of Salem
George Melcher, Director, Kenosha County Department of Planning and Development



COUNTY OF KENOSHA

Department of Planning and Development

George E. Melcher, Director

Department of Planning and Development

Larry B. Brumback, Director

Division of County Development

Department of Planning and Development

19600 - 75th Street, Post Office Box 520

Bristol, Wisconsin 53104-0520

Telephone: (262) 857-1895

Facsimile: (262) 857-6508

RECEIVED

JAN - 9 2007

DAVISON & MULLIGAN, LTD.

January 5, 2007

Mr. Jeffrey J. Davison
Attorney at Law
Davison & Mulligan, LTD.
1207 55th Street
Kenosha, WI 53140

Dear Attorney Davison:

As per your request, the Kenosha County Department of Planning and Development has reviewed the cooperative boundary agreement prepared by the Village of Paddock Lake and the Town of Salem. We are in support of the boundary agreement as presented and thank you for the opportunity to review and comment on it.

Should you have any questions or comments regarding this matter, please feel free to contact us accordingly.

Sincerely,

Larry B. Brumback, Director
Division of County Development
Department of Planning and Development

LBB:aw

cc: Diann Tesar, Chairperson, Town of Salem
David Buehn, President, Village of Paddock Lake

NOTICE OF PUBLIC HEARING
FOR THE VILLAGE OF PADDOCK LAKE AND TOWN OF SALEM
COOPERATIVE PLAN AND BOUNDARY AGREEMENT

PLEASE TAKE NOTICE that the Village of Paddock Lake and Town of Salem will hold a joint public hearing on Thursday, November 16, 2006, at 7:00 p.m. in the AP Room (All Purpose Room) of Central High School District of Westosha which is located at 24617 75th Street, Salem, Wisconsin.

AGENDA

1. Call public meeting to order and statement of the purpose and format for the hearing.
2. Introduction of public officials present at the hearing.
3. Briefing on the Village of Paddock Lake/Town of Salem Cooperative Plan Under Section 66.0307, Wisconsin Statutes.
4. Public comments.
5. Adjourn public hearing.

Dated this 12th day of October, 2006.

Emily Uhlenhake, Village Clerk/Treasurer
Village of Paddock Lake, Wisconsin

Lynn Pepper, Town Clerk
Town of Salem, Wisconsin

AN AGREEMENT FOR FIREFIGHTING, FIRE INSPECTION AND RESCUE SERVICES TO BE PROVIDED BY THE TOWN OF SALEM FIRE/RESCUE DEPARTMENT TO THE VILLAGE OF PADDOCK LAKE, WISCONSIN

This Agreement is entered into this 19 day of November, 2003, by and between Town of Salem Fire/Rescue Department hereafter referred to as the "Department", and the Village of Paddock Lake, Wisconsin, hereafter referred to as the "Village".

WHEREAS, the Village desires to purchase firefighting, fire inspection and rescue services (fire services) within the Village, the Village being willing to assume the cost of this protection; and

WHEREAS, the Department is willing to provide these services to the Village under certain terms and conditions.

NOW, THEREFORE, IT IS AGREED by and between the parties as follows:

1. Statement of Agreement

Department and its officers agree to provide fire and rescue services to the Village of Paddock Lake located in Kenosha County, Wisconsin, and the Village of Paddock Lake agrees to engage the Department to provide such services in accordance with and subject to the terms of this Agreement.

2. Legal Basis

This Agreement is authorized by the provision of Wisconsin Statutes Sec. 66.0301 and pursuant to Village of Paddock Lake Board Resolution No. 16, dated Nov. 19, 2003, and Resolution adopted by the Department dated Nov. 19, 2003

3. Fire Services Defined

Firefighting, fire inspection and rescue services consist of and all auxiliary and technical services as may normally be provided by a fire department and/or rescue squad under the laws of the State of Wisconsin. It shall include the enforcement of all applicable laws in effect in the Village. All references to fire services contained in this Agreement are references only to services that shall be delivered under the terms of this Agreement.

4. Delivery of Services

- 4.1 Service Areas: The Department shall provide fire services within the corporate limits of the Village of Paddock Lake.

- 4.2 Enforcement Responsibilities: The Department shall enforce State Statutes, and applicable ordinances of the Village. The Department shall not be required to assume any other enforcement duty or function not consistent with those customarily performed by the Department under the Statutes of this State and ordinances of the Village. Such responsibilities include, but are not limited to, issuing citations for false alarms, and the like.
- 4.3 Delivery of Service: The Department shall provide such equipment and personnel as it deems necessary and appropriate taking into consideration recognized firefighting and rescue/paramedic standards.
- 4.4 Mutual Aid and Fire Prevention: The Department will maintain any and all mutual aid programs necessary for the protection of the Village. In addition, the Department will conduct all required fire department public education, fire prevention and fire inspection in the Village.
- 4.5 Miscellaneous: The Department will provide, in addition to personnel and vehicles, all overhead or administrative costs associated with provision of fire and rescue services including any wages, payment of any worker's compensation, unemployment compensation, health or life insurance premiums, fuel, repair, replacement and maintenance of equipment including communications equipment and will provide for all training of fire and rescue personnel.
- 4.6 Reporting: The Department shall provide to the Village quarterly report of activities generated as a result of this contract. This report shall include response time and the number of calls for service in the Village, Village ordinance violations, court appearances, and other items of relevance. The quarterly report referred to herein shall be delivered to the representatives of the Village designated pursuant to this contract.
- 4.7 Service Management: The planning, organization, hiring, assigning, scheduling, direction, supervision, discipline and dismissal of the Department's personnel and all other matters incident to the delivery of the fire and rescue services to the Village shall be as determined by the Department. The Department shall retain exclusive authority over the activities of Department personnel working in the Village.
- 4.8 Responsiveness: The Department shall give prompt consideration to all requests of the Village regarding the delivery of fire inspection services. The Department shall make every effort to comply with these requests, but the Department shall retain final authority to make the final decision as to the manner in which such services shall be rendered. All such requests

shall be made by the Village through its designated representatives. Department agrees to cooperate with Village attorneys and/or Village Building Inspector in prosecuting any actions in Municipal or Circuit Court. The Department shall provide to the Village, not later than March 31, an annual report of all fire inspections conducted in the preceding year for any year which this contract or any renewals are in effect.

- 4.9 Representatives: The Village hereby designates the Chairman of the Village standing committee on police and fire as its designated representative for matters pertaining to this contract. The Village and the Department shall confer upon matters concerning the delivery of fire and rescue services to the Village and shall meet to receive requests, complaints or suggestions for the implementation of the delivery of such services. A command officer, designated by the Department, shall meet quarterly with the members of the standing Village committee on police and fire at such times as may be designated and which are mutually convenient to the parties hereto.

5. Resources

- 5.1 Department Responsibilities: Except as otherwise stipulated, the Department shall furnish all labor, equipment, materials, vehicles, communication systems, facilities, and supplies required to provide fire and rescue services to the Village.
- 5.2 Village Responsibilities: The Village agrees to assume the responsibility and associated costs for prosecuting any Village ordinance violations and furthermore agrees to budget, tax and levy for the expenses and costs associated with this contract.
- 5.3 Individual Ownership: The Department and the Village shall retain title to the property each may acquire to fulfill its obligations under this Agreement. Upon the termination of this Agreement, each party may dispose of its property as it sees fit.

6. Liability

- 6.1 Department: Except as hereinafter set forth, the Department shall assume liability for, defend against, and secure the Village from all costs or damages for injury to person or property caused by the negligence or intentional misconduct of the Department's personnel in providing fire and rescue services to the Village.
- 6.2 Village: The Village shall assume liability for, defend against, and exempt and hold harmless the Department from (1) all costs or damages for

intentional or negligent injury to person or property caused by the Village, and (2) all costs or damages for intentional or negligent injury to person or property arising out of the lawful enforcement of a Village ordinance, it being the intent of the parties hereto that the Village shall assume liability in all respects for any loss caused as a result of the unconstitutionality, vagueness or other impropriety of a Village ordinance.

7. Personnel

- 7.1 Employee Selection and Status: All persons engaged in fire and rescue service under the terms of this contract shall be selected and employed pursuant to the selection process employed by the Department and shall be employees of the Department.
- 7.2 Payment: The Village shall not be liable for and shall not make the direct payment of salaries, wages or other direct or indirect compensation to Department officer or employees providing fire or rescue services to the Village and the Department shall hold the Village harmless from and Indemnify the Village for such costs.
- 7.3 Indemnity: The Village shall not be liable for indemnity to any Department officer or employee for injury or sickness of the officer or employee arising out of his employment in providing fire and rescue services to the Village, it being understood that the Village is compensating the Department for Workmen's Compensation Insurance as part of administrative costs incidental to this contract.

8. Municipal Agency

For the sole purpose of giving official status to their acts when performing municipal functions within the scope of this Agreement, every Department officer or employee assigned to and engaged in providing fire and rescue services to the Village shall be considered an agent of the Village and for no other purposes.

9. Fees

- 9.1 Total Sum: The Village shall pay the Department annually the sum of One Hundred Thirty Thousand Dollars (\$130,000) as and for fire services provided herein (including all related administrative costs), said payment to be paid in 12 monthly installments. Said payment to be made by the 12th day of each month to the Treasurer of the Town of Salem.
- 9.2 Fire Insurance Rebate: In return for fire inspection functions provided under the terms of this contract, the Department shall be entitled to

receive all monies from the State of Wisconsin which are derived through any state fire inspection program, including, but not limited to, the 2% fire insurance rebate program.

10. Term

This Agreement shall take effect on January 1, 2004 and shall continue through December 31, 2004, unless terminated sooner as provided herein. This agreement shall be renewed from year to year on identical terms unless a party gives the other written notice of its intention not to renew on or before July 1 of the year preceding the renewal.

11. Modification

The terms of this contract may be modified at any time by mutual consent of the signatories of this contract or their successors so as to expand or restrict the scope of this Agreement.

12. Successors

This Agreement shall be binding on any and all successors to the signatories of this contract.

13. Waiver

No waiver of a breach of any of the agreements contained herein shall be construed to be a waiver of any subsequent breach of the same or any other agreement or condition contained in this contract.

14. Scope

The terms of this Agreement shall be exclusively binding upon all parties to this Agreement and their successors regardless of any prior statements, be they oral or written, made by any party.

15. Termination

This Agreement may be terminated by either party upon six (6) months advance written notice to the other parties of its intention to withdraw. Such notice to be forwarded to the Clerk of appropriate Board by certified letter.

16. Execution

Signatories: The parties hereto have executed this Agreement at Paddock Lake, Wisconsin, the day and year first written above.

TOWN OF SALEM

By: 

Thomas M. Walsh, Town Chairman

Attest: 

Antonette C. Seitz, Town Clerk

VILLAGE OF PADDOCK LAKE

By: 

By: 

October 30, 2003

PADDOCK LAKE - SALEM TOWNSHIP

JOINT LIBRARY AGREEMENT

Pursuant to the provisions of Section 43.56 of the Wisconsin Statutes, this agreement is made and entered into this 20 th day of August, 1980, by and between the Village of Paddock Lake, Kenosha County, Wisconsin and Salem Township, Kenosha County, Wisconsin.

RECITATION

On February 20, 1980, the Village Board of the Village of Paddock Lake unanimously passed Resolution No. 49 to cooperate in an agreement for the establishment, maintenance and upkeep of a joint municipal library to provide library services to the community.

On April 1, 1980, residents of Salem Township responded affirmatively to a referendum favoring the establishment of a joint municipal library.

AGREEMENT

A. The Village of Paddock Lake and Salem Township hereby create and establish a Joint Library Board for the purpose of operating a public library at the

Salem Consolidated Grade School, Jt. District #2, or at such other location as such Board may hereafter determine.

B. The Joint Library Board shall have all the powers provided in Section 43.58, Wis. Stats. and any other applicable Wisconsin Statute relating to libraries and shall be composed as follows:

1. Five members, all of whom shall be residents of the Village of Paddock Lake or Salem Township. Two members shall be appointed by the Chairman of the Salem Township Board and confirmed by the Salem Township Board. Two members shall be appointed by the President of the Paddock Lake Village Board and confirmed by the Paddock Lake Village Board. The fifth member shall be appointed by the Administrator of the Salem Consolidated Grade School, Jt. District #2, and confirmed by the Salem Consolidated Grade School, Jt. District #2 School Board.

2. The five member board shall be divided into three classes. Initially, two to serve for three years, two to serve for two years and one to serve for one year. Each municipality shall appoint one member to a three-year term and one member to a two-year term. The Administrator of the School District shall appoint one member for a one-year term. Thereafter, each regular appointment shall be made for a term of three years.

3. Appointments to the Board shall be made

as soon as practical after approval of this agreement by the municipalities. The initial appointees shall serve interim terms of office expiring on April 30, 1981, at which time the three-year, two-year and one-year terms set forth shall commence.

4. Vacancies on the Board shall be filled within 30 days by appointment for any unexpired term by the appointing authority in the same manner as original appointments are made.

5. A majority of the members of the Joint Library Board shall constitute a quorum.

C. As soon as practicable after the initial appointments are made, the members of the Joint Library Board shall organize and elect from their number a President, Vice President, Secretary and other such officers as they deem necessary.

D. No compensation shall be paid to members of the Joint Library Board for their services, but they may be reimbursed for actual and necessary expenses incurred if so authorized by the Joint Library Board.

E. The Board shall appoint a librarian and other such assistants and employees as it deems necessary and shall prescribe their duties and compensation. The librarian and other employees appointed by the Board shall be considered and treated as employees of the Joint Municipal Library for tax withholding purposes and

for the purpose of handling fringe benefits (i.e., retirement, social security.)

F. The Board shall prepare and submit to the municipal boards, not later than October 1st of each year commencing October 1, 1980, a budget to cover the Board's income and expenses for the following calendar year. In addition, the Board shall, as soon as practical after its appointment, prepare a budget for any portion of the calendar year 1980, during which expenditures will be incurred on behalf of the joint library. Such budget shall be in the form prescribed by Wis Stats. Section 65.90 in respect to municipal budgets. No expenditures shall be made until the budget has been approved by both municipal boards. No expenditure shall be made or contracted for by the Board or any employee thereof except as authorized by such budget.

G. The Board may establish and make public rules and regulations governing the use of facilities operated by the Board pursuant to Section 43.52, Wis. Stats. The Board may, in its discretion, discontinue library privileges to any person who violates the rules and regulations adopted and published by the Board.

H. Physical assets acquired by the Library Board shall be owned jointly by both municipalities, subject to the provisions for division of assets on termination of


this agreement as set forth in Paragraph J.

I. In its exercise of the powers and duties set forth in Section 43.58 Wis. Stats., the Board will interpret the word "municipality" as referring severally to both Village and Township except that with respect to Section 43.58 (2) the Board shall designate the Treasurer of the Village of Paddock Lake to pay all expenditures as approved by the Board and to receive all Board receipts.

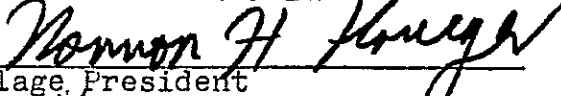
Said treasurer shall keep separate records of all Board receipts and expenditures. The net expenses of the Joint Library Board as established by the budget shall be borne and paid by the two municipalities in proportion to the equalized real estate tax assessments of each municipality. Salem Township shall, on receipt of statements from the Village of Paddock Lake, reimburse the Village of Paddock Lake for Salem Township's proportionate share of such expenditures. The Village of Paddock Lake shall keep complete and accurate records of all receipts and expenditures of the Library Board and furnish Salem Township with quarterly reports thereof.

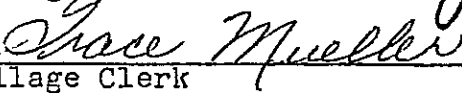
J. This agreement shall be in effect from the date of execution by both municipalities for a period ending December 31, 1981, and shall continue thereafter from year to year on a calendar basis unless any party

gives written notice to the other party not later than October 1st of any year commencing with the year 1981, that the agreement is to terminate at the end of the year in which notice is given. If the termination of the agreement results in the closing of the library, the assets thereof shall be divided among the two municipalities in accordance with the ratio of expense sharing in existence in the year of termination. In the event of a dispute with respect to such distribution, all assets shall be sold with the proceeds thereof distributed on the same basis.


Countersigned:


VILLAGE OF PADDOCK LAKE

By: 
Village President

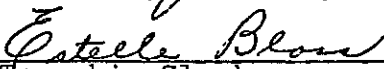

Village Clerk

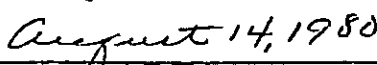

Dated:

Countersigned:


SALEM TOWNSHIP

By: 
Chairman, Salem Township Board


Township Clerk


Dated:

RESOLUTION NO. 49

WHEREAS, a community library as an adjunct of Salem Consolidated Grade School was open to this community in February, 1977, and

WHEREAS, said library service has been kept and maintained by volunteers and through the use of Salem Consolidated Grade School facilities, and

WHEREAS, the Village Board of the Village of Paddock Lake recognizes the benefits of library services to the community, and

WHEREAS, it now becomes necessary that if the library is to survive, it must have municipal participation and financial support, all as required by Statutes of the State of Wisconsin;

NOW, THEREFORE, BE IT RESOLVED:


That the Village Board of the Village of Paddock Lake does hereby go on record as favoring a community library which will provide library services to all citizens of the Village of Paddock Lake and surrounding communities and will encourage participation of other municipalities within the area to participate in a cooperative agreement for the establishment, maintenance and upkeep to provide library services to the entire community.

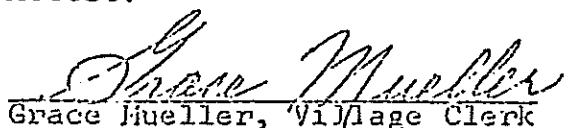
Passed this 20th day of February, 1980.

VILLAGE OF PADDOCK LAKE

Attest:

By


Harvey R. Wunderlich, President


Grace Mueller, Village Clerk

RESOLUTION

WHEREAS, at the Spring election of 1980 the voters of the Town of Salem approved of a referendum to enter into an agreement with the Village of Paddock Lake to support a public library for the residents of Salem and Paddock Lake;

NOW, THEREFORE, BE IT RESOLVED:

That the Town Board of the Town of Salem proceed with implementing said referendum and commence negotiations with the Village Board of the Village of Paddock Lake to establish a joint library with an appropriate library board as provided by Chapter 43 Statutes of the State of Wisconsin.

Passed this 10th day of April, 1980.

TOWN BOARD, TOWN OF SALEM

Howard K. Gehrke
Howard K. Gehrke, Chairman
Richard B. Hautzinger
Richard B. Hautzinger, Supervisor
Lois C. Rebicek
Lois C. Rebicek, Supervisor

Attest:

Estelle Bloss
Estelle Bloss, Clerk

AMENDMENT TO
PADDOCK LAKE - SALEM - SILVER LAKE
JOINT LIBRARY AGREEMENT

Pursuant to the provisions of Chapter 43 of the Wisconsin Statutes, the Paddock Lake - Salem - Silver Lake Joint Library Agreement dated the _____ day of _____, 1987, as adopted by the Village of Paddock Lake, Town of Salem, and Village of Silver Lake is hereby amended as follows:

1. Article C is recreated to read as follows:

"The members of the Joint Library Board shall elect from their number a President, Vice-president, Secretary, and Treasurer, and such other officers as they deem necessary."

2. Article I is recreated to read as follows:

"The Treasurer of the Joint Library Board shall keep accurate records of all Community Library receipts and expenditures. The net expenses of the Community Library as established by budget shall be borne and paid by the three municipalities in proportion to the equalized real estate tax assessments of each municipality. The payment of tax funds collected by the municipalities for the Community Library or the amount of such sum budgeted for the Community Library by such municipality shall be paid to the Community Library in quarterly installments as follows:

1st payment: March 31
2nd payment: June 30
3rd payment: September 30
4th payment: December 15

Dated: _____ VILLAGE OF PADDOCK LAKE

By: Board Approved 12/4/87 President

Attest: Motion # 15, Clerk

Dated: _____ TOWN OF SALEM

By: _____, Chairman

Attest: _____, Clerk

Dated: _____ VILLAGE OF SILVER LAKE

By: _____, President

Attest: _____, Clerk

**INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN THE VILLAGE OF PADDOCK LAKE,
THE VILLAGE OF TWIN LAKES
AND THE TOWN OF BRISTOL
REGARDING MOSQUITO CONTROL**

COPY

This is an intergovernmental agreement made and entered into as of the 16th day of June, 2004, by and between the Village of Paddock Lake and the Village of Twin Lakes, each of which is a municipal corporation organized and existing under the laws of the State of Wisconsin, located in Kenosha County, Wisconsin (herein collectively referred to as "Villages" and individually as "Paddock Lake" and "Twin Lakes" respectively) and the Town of Bristol, a municipal corporation duly organized and existing under the laws of the State of Wisconsin, located in Kenosha County, Wisconsin (herein referred to as "Bristol").

RECITALS

WHEREAS, Wisconsin Statutes Section 66.0301 authorizes villages and towns as "municipalities" to contract for the joint exercise of any power or duty required or authorized by statute; and

WHEREAS, the Villages and Bristol have long recognized that intergovernmental cooperation and joint planning provide for the efficient delivery of municipal services; and

WHEREAS, the spread of West Nile disease has developed to the point where mosquito abatement in Southeastern Wisconsin has become a high priority for local units of municipal government; and

WHEREAS, it is in the best interest of the Villages and Bristol to jointly plan for, acquire materials to conduct and implement a mosquito abatement program to effectuate cost savings for all of the parties to this agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, the receipt and sufficiency of which is mutually acknowledged, it is stipulated and agreed as follows:

1. Each of the Villages and Bristol warrant and represent that they will, to the extent practicable, consult with each other so as to provide the most cost-effective delivery of a municipal mosquito abatement service to all properties located within each municipality. To this end, it is the intention of the parties hereto that to the extent practicable, they shall use their combined purchasing power to purchase materials, equipment (if necessary), to lease or rent equipment, to obtain operational training for the application of persons designated to take part in the mosquito program and to share equipment.
2. Administration of Agreement. This agreement shall be administered on behalf of each of the Villages by the Village Administrator (in the case of Paddock Lake and Twin Lakes) or by the Village President and by the Bristol Town Board Chairperson or his or her designee. The appointment of a designee must be in writing and all other parties to this agreement must be notified of the appointment. The administration of this agreement shall include the implementation of policies and procedures which will effectuate

the purposes and spirit of this agreement and shall empower each designee to execute documents on behalf of that designee's principal to implement the purposes of this agreement including, but not limited to, purchase orders for materials, leases for equipment or agreements allowing the loan of equipment from one municipality which is a party to this agreement to another.

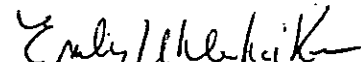
3. No Third Party Beneficiary. This agreement is intended to be solely between the signators hereto. Nothing in this agreement accords any third party any legal or equitable rights whatsoever which may be enforced by any non-party to this agreement.
4. Term. The term of this agreement shall be for a period of five (5) years, commencing on the first day of the first month after all parties have fully executed this agreement. If the expiration of the first and each subsequent term, this agreement will automatically be renewed for an additional five (5) year term unless a party notifies all of the parties in writing, at least thirty (30) days prior to the expiration of the initial term, or any additional term, of its intention not to renew the agreement.
5. Advancement of Mutual Interests. The parties acknowledge that in order to effectively implement this agreement, it may be necessary to obtain the cooperation and approval of other governmental agencies, including, but not limited to, the Wisconsin Department of Natural Resources, Kenosha County, the Wisconsin Department of Transportation or the Environmental Protection Agency. In all matters necessary to implement this agreement, the parties agree to seek the cooperation and approval of all relevant agencies. To the extent practicable, the parties will, where necessary to obtain such required approval, submit a single, joint request or other appropriate documents requesting the approval sought.
6. Enforceability. The parties have entered into this agreement under the authority of §66.0301 of the Wisconsin Statutes. Its enforceability will not be affected by changes in the forms of government or changes in elected officials. The parties agree that this agreement be construed so as to be binding on their respective successors, agents and employees.
7. Authority to Act. By executing this Agreement, the parties below acknowledge that this Agreement was passed by duly authorized public meeting of the respective governing board of the Village or Town immediately above the signatories name wherein a quorum of duly elected members of such Village or Town was present and a majority of such quorum voted in favor of the passage of a motion or resolution approving this Agreement. Such approvals as recited herein shall presumptively establish that the action of the Board shall also be binding upon such Village or Town.

IN WITNESS WHEREOF, the parties have caused the execution of this Agreement by their duly authorized officers as of the date first written above.

**EXECUTED IN MULTIPLE
ORIGINALS**

VILLAGE OF PADDOCK LAKE

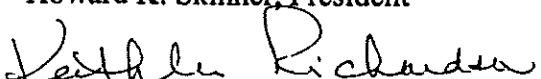
By: 
David Buehn, President

By: 
Emily Uhlenhake, Clerk/Treasurer

**EXECUTED IN MULTIPLE
ORIGINALS**

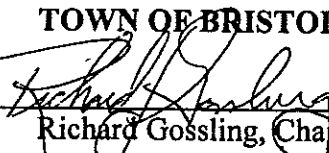
VILLAGE OF TWIN LAKES

By: 
Howard K. Skinner, President

By: 
Kathleen Richardson, Clerk/Treasurer

**EXECUTED IN MULTIPLE
ORIGINALS**

TOWN OF BRISTOL

By: 
Richard Gossling, Chairman

By: 
Amy Klemko, Clerk/Treasurer

(Rev. 11/20/2002)

**INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN THE TOWN OF BRISTOL AND
THE VILLAGE OF PADDOCK LAKE
REGARDING THE DISPOSAL OF WASTE OIL**

COPY

This is an intergovernmental agreement made and entered into as of the 31st day of December, 2002, by and between the Town of Bristol, a municipal corporation, located at 8301 198th Avenue, Bristol, Wisconsin 53104 and its related utilities (herein referred to as "Town") and the Village of Paddock Lake, a municipal corporation, located at 6969 236th Avenue, Paddock Lake, Salem, Wisconsin 53168 ("Village").

RECITALS

WHEREAS, Wisconsin Statutes Section 66.30 authorizes towns and villages as "municipalities" to contract for the joint exercise of any power or duty required or authorized by statute; and

WHEREAS, the Town and the Village have long recognized that intergovernmental cooperation and joint planning provide for the best use of land and natural resources, and high quality and efficient services; and

WHEREAS, it is in the best interest of the Town and the Village to resolve municipal service issues in order to avoid costly and time-consuming duplication of services and to provide effective and efficient delivery of services in the Town and Village; and

WHEREAS, it is the desire of both the Town and the Village not to provide a duplication of municipal waste oil recycling service to serve properties located in the Town and the Village; and

WHEREAS, the Town is willing to allow the Village to share the use of its established waste oil recycling facilities pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, the receipt and sufficiency of which is mutually acknowledged, it is stipulated and agreed as follows:

1. USE OF WASTE OIL RECOVERY FACILITIES.

The Village and its residents shall be entitled to utilize the waste oil recycling facilities owned and maintained by the Town during term of this Agreement. The Town reserves the right to implement such rules and procedures as well as hours of operation as it deems reasonable and necessary for the operation of these facilities. All ownership of the recycling facilities for waste oil shall be retained by the Town and any individual charges, service fees or other charges imposed by the Town, as owner, shall be retained by the Town. However, it is understood and agreed that except for the consideration paid by the Village to the Town under the terms of this Agreement as stated in the following paragraph, the Village at its residence shall not be charged for non-commercial utilization of the Town recycling facilities.

(Rev. 11/20/2002)

7. COMPLETE AGREEMENT.

This Agreement represents the entire integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral.

8. SEVERABLE PROVISIONS.

All of the Agreement's terms are intertwined and interconnected and shall not be severed or modified. It is agreed that the terms and provisions are interdependent. If any material part of this Agreement is held by a court of competent jurisdiction to be invalid or ineffective or if subsequently enacted federal or state law, rule or regulation renders any of the material terms of this Agreement unlawful, the parties shall have thirty (30) days in which to negotiate in good faith to remedy the unlawful or unenforceable provisions.

9. ADVANCEMENT OF MUTUAL INTERESTS.

The parties acknowledge that in order to effectively implement this Agreement, it may be necessary to obtain the cooperation and approval of other governmental agencies, including but not limited to, the Wisconsin Department of Natural Resources and Kenosha County. In all matters necessary to implement this Agreement, the parties agree to seek the cooperation and approval of all relevant agencies. To the extent practicable, the parties will, where necessary to obtain such required approval, submit a single, joint request or other appropriate documents requesting the approval.

10. ENFORCEABILITY.

The parties have entered into this Agreement under the authority of Section 66.30 of the Wisconsin Statutes. Its enforceability will not be affected by changes in the forms of Town government or from Town government to Village government or City government, or changes in elected officials. The parties agree that this Agreement be construed so as to be binding on their respective successors, agents and employees. The parties will not challenge the provisions of the Agreement or they that this Agreement be construed so as to be binding on their respective successors, agents and employees. The parties will not challenge the provisions of the Agreement or they will be subject to the penalty provisions herein, except upon breach by the other party.

11. NO WAIVER.

The failure of any party to require strict performance with any provision of this Agreement will not constitute a waiver of the provision or of any of the parties' rights under this Agreement. Rights and obligations under this Agreement may only be waived or modified in writing. A writing waiving a right must be signed by the party waiving the right. If any obligation of a party is being waived or released, the writing must be signed by all affected parties. Waiver of one right, or release of one obligation, will not constitute a waiver or release of any other right or obligation of any party. Waivers and releases will affect only the specific right or obligation waived or released and will not affect the rights or obligations of any other party that it not sign the waiver or release.

(Rev. 11/20/2002)

12. PERFORMANCE STANDARD.

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

By executing this Agreement, the parties below acknowledge that this Agreement was passed by duly authorized public meeting of the respective governing boards of the Town of Bristol and the Village of Paddock Lake wherein a quorum of Board members was present and a majority of such quorum voted in favor of the passage of a motion or resolution approving this Agreement. Such approvals as recited herein shall presumptively establish that the action of the Board shall also be binding upon the Town and the Village, respectively. Such meetings were held at the Town or Village Halls, respectively, on the dates and times as follows:

Town of Bristol Board meeting conducted on the 9th day of December, 2002, at 7:00 o'clock p.m.

Village of Paddock Lake Board meeting conducted on the 20th day of November, 2002, at 7 o'clock p.m.

IN WITNESS WHEREOF, the parties have caused the execution of this Agreement by their duly authorized officers as of the date first written above.

TOWN OF BRISTOL**EXECUTED IN DUPLICATE**

By: [Signature] Chairperson

Attest: Cathy E. Klemke Clerk

VILLAGE OF PADDOCK LAKE**EXECUTED IN DUPLICATE**

By: David C. Buehn David Buehn, President

Attest: Doris Raditz Doris Raditz, Clerk

(Rev. 11/20/2002)

TOWN OF BRISTOL

EXECUTED IN DUPLICATEBy: [Signature]
ChairpersonAttest: Cathy E. Klevins
Clerk

VILLAGE OF PADDOCK LAKE

EXECUTED IN DUPLICATEBy: David C. Buehn
David Buehn, PresidentAttest: Doris Raditz
Doris Raditz, Clerk

COMMUNITY LIBRARY
JOINT OPERATING AGREEMENT

Pursuant to the provisions of Section 43.53 of the Wisconsin Statutes, this agreement is made and entered into by and among the Village of Paddock Lake, Kenosha County, Wisconsin, the Town of Randall, Kenosha County, Wisconsin, the Town of Salem, Kenosha County, Wisconsin, the Village of Silver Lake, Kenosha County, Wisconsin and the Village of Twin Lakes, Kenosha County, Wisconsin.

RECITATION

On February 20, 1980, the Village Board of the Village of Paddock Lake unanimously passed Resolution No. 49 to cooperate in an agreement for the establishment, maintenance and upkeep of a joint municipal library to provide library services to the community.

On April 1, 1980, residents of the Town of Salem responded affirmatively to a referendum favoring the establishment of a joint municipal library.

The Boards of the Village of Paddock Lake, Town of Salem, and Village of Silver Lake have all subsequently adopted Resolutions authorizing the participation of the Village of Twin Lakes and the Town of Randall in said joint library system.

On June 8, 1992, the Village Board of Twin Lakes unanimously passed Resolution No. R-92-62 expressing the intention of the Village of Twin Lakes to join the Community Library System and enter into this joint operation agreement.

On June 11, 1992, the Town of Randall passed a resolution to join the Community Library System.

AGREEMENT

A. The Village of Paddock Lake, Town of Randall, Town of Salem, and Village of Silver Lake and Village of Twin Lakes hereby recreate and re-establish a Joint Library Board for the purpose of operating a public library at 409 East Lake Street, in the Village of Silver Lake and a branch at 110 South Lake Avenue, in the Village of Twin Lakes, or at such other location or locations as the Board may hereafter determine.

B. The Joint Library Board shall have all the powers provided in Section 43.58, Wisconsin Statutes and any other applicable Wisconsin Statutes relating to libraries and shall be composed as follows:

1. Ten members, all of whom shall be residents of the Village of Paddock Lake, Town of Randall, Town of Salem, Village of Silver Lake or Village of Twin Lakes and an eleventh member to represent a school district. Two members from each municipality shall be appointed by the Town Chairman or Village President and confirmed by the Town or Village Board. The existing seven members of the Board shall remain members of the new Board created hereunder and two additional members shall be appointed by the Village President of the Village of Twin Lakes and confirmed by the Twin Lakes Village Board and two members shall be appointed by the Town Chairman of Randall and confirmed by the Randall Town Board. The initial terms of the members shall be established by the Library Board President to be staggered so that no more than four members' terms shall expire in any one year and so that no two terms of members from a single municipality shall expire in the same year. Thereafter each regular appointment shall be made for a term of three years. The term of each board member shall expire at the end of a calendar year.

2. Upon the expiration of the term of the board member appointed by the Administrator of Wilmot Union High School, a member shall then be appointed by the Administrator of Westosha Central High School and confirmed by its governing board for a period of three years. The school representative shall continue

to alternate for three year periods between the two schools. Any member appointed to be the school representative shall be a resident of that school district. The member whose term is about to expire shall notify the Administrator of the school next eligible to appoint a member to the board.

3. Vacancies on the Board shall be filled within 30 days by appointment for any unexpired term by the appointing authority in the same manner as original appointments are made.

4. A majority of the members of the Joint Library Board shall constitute a quorum.

C. As soon as practicable after the recreation of the eleven member Joint Library Board its members shall organize and elect from their number a President, Vice president, Secretary, Treasurer and other such officers as they deem necessary.

D. No compensation shall be paid to members of the Joint Library Board for their services, but they may be reimbursed for actual and necessary expenses incurred if so authorized by the Joint Library Board.

E. The Board shall appoint a librarian, who shall appoint assistants and employees as he/she deems necessary and shall prescribe their duties and compensation. The librarian and other employees shall be considered and treated as employees of the Joint Municipal Library for tax withholding purposes and for the purposes of handling fringe benefits (i.e., retirement, social security).

F. The Board shall prepare and submit to the municipal boards, a preliminary budget not later than September 1st and the final budget, not later than October 1st of each year commencing September 1st, 1992, to cover the Board's income and operating expenses for the following calendar year. Such budget shall be in the form prescribed by Wisconsin Statutes Section 65.90 in respect to municipal budgets. No expenditures shall be made until the budget has been approved by all five municipal boards.

The Board shall have the authority to amend the budget for the purpose of reallocating budgeted funds as may be necessary due to special circumstances or emergencies.

G. The Board may establish and make public rules and regulations governing the use of facilities operated by the Board pursuant to Wisconsin Statutes 43.52. The Board may, at its discretion, discontinue library privileges to any person who violates the rules and regulations adopted and published by the Board.

H. Physical assets except land and buildings acquired by the Library board in the past or in the future shall be owned jointly by all five municipalities subject to the provisions for division of assets on termination of this agreement as set forth in Paragraph J.

I. The Treasurer of the Joint Library Board shall keep accurate records of all Community Library receipts and expenditures. The net operating expenses of the Community Library as established by budget shall be borne and paid by the five municipalities in proportion to the equalized real estate tax assessments of each municipality. The payment of tax funds collected by the municipalities for the Community Library or the amount of such sum budgeted for the operating expenses of the Community Library by such municipality shall be paid to the Community Library in monthly installments on the 15th day of each month.

J. This agreement shall be in effect from the date of execution by each municipality for a period ending December 31, 1993, and shall continue thereafter from year to year on a calendar basis unless any party gives written notice to the parties not less than 18 months prior to the end of a calendar year. If the termination of this agreement results in the closing of the library, the assets thereof excluding land and buildings shall be divided among the five municipalities in accordance with the ratio of expense sharing in existence in the year of termination. In the event of a dispute with respect to

the distribution, all assets exclusive of land and buildings shall be sold with the proceeds thereof distributed on the same basis.

K. A separate capital agreement shall be entered into among the participating municipalities to describe the acquisition and distribution of land and buildings.

DATED July 15, 1992

VILLAGE OF PADDUCK LAKE

By: [Signature]
President

Attest: [Signature]
Clerk

DATED July 16, 1992

TOWN OF SALEM

By: [Signature]
President

Attest: [Signature]
Clerk

DATED August 4, 1992

VILLAGE OF SILVER LAKE

By: [Signature]
President

Attest: [Signature]
Clerk

DATED July 23rd, 1992

TOWN OF RANDALL

By: [Signature]
President

Attest: [Signature]
Clerk

DATED July 22, 1992

VILLAGE OF TWIN LAKES

By: [Signature]
President

Attest: [Signature]
Clerk

MUTUAL AID BOX ALARM SYSTEM AGREEMENT

This Agreement made and entered into the date set forth next to the signature of the respective parties, by and between the units of local government subscribed hereto (hereafter "Unit(s)") that have approved this Agreement and adopted same in manner as provided by law and are hereafter listed at the end of this Agreement.

WHEREAS, the parties hereto have determined because of geographical considerations it is important for Illinois units and Wisconsin units to coordinate mutual aid through the Mutual Aid Box Alarm System for the effective and efficient provision of Mutual aid; and

WHEREAS it is recognized and acknowledged that emergencies, natural disasters, and man-made catastrophes do not conform to designated territorial limits and state boundaries; and

WHEREAS the Wisconsin Statute 66.30(2) authorizes any municipality to contract with other municipalities for the receipt or furnishing of services, such as fire protection and emergency medical services. Such a contract may be with municipalities of another state. (Wis. Stats. 66.30(5)).

WHEREAS the State of Illinois has provided similar provisions under the "Intergovernmental Cooperation Act" of 5 ILCS 220/1 et seq.

WHEREAS, the parties hereto have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in fire protection, firefighting and the protection of life and property from an emergency or disaster; and,

WHEREAS, the parties hereto have determined that it is in their best interests to form an association to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster.

NOW THEREFORE, in consideration of the foregoing recitals, the Unit's membership in the Mutual Aid Box Alarm System (hereinafter "MABAS") and the covenants contained herein, THE PARTIES HERETO AGREE AS FOLLOWS:

SECTION ONE

Purpose

It is recognized and acknowledged that in certain situations, such as, but not limited to, emergencies, natural disasters and man-made catastrophes, the use of an individual Member Unit's personnel and equipment to perform functions outside the territorial limits of the Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. It is further expressly acknowledged that in certain situations, such as the aforementioned, the use of other Member Unit's personnel and equipment to perform functions within the territorial limits of a Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. Further, it is acknowledged that coordination of mutual aid through the Mutual Aid Box Alarm System is desirable for the effective and efficient provision of mutual aid.

SECTION TWO

Definitions

For the purpose of this Agreement, the following terms as used in this agreement shall be defined as follows:

- A. "Mutual Aid Box Alarm System (hereinafter referred to as "MABAS")": A definite and prearranged plan whereby response and assistance is provided to a Stricken Unit by the Aiding Unit(s) in accordance with the system established and maintained by the MABAS Member Units and amended from time to time;
- B. "Member Unit": A unit of local government including but not limited to a city, village, town, or Fire Protection District having a fire department recognized by the State of Illinois, or the State of Wisconsin, or an intergovernmental agency and the units of which the intergovernmental agency is comprised which is a party to the MABAS Agreement and has been appropriately authorized by the governing body to enter into such agreement, and to comply with the rules and regulations of MABAS;
- C. "Stricken Unit": A Member Unit which requests aid in the event of an emergency;
- D. "Aiding Unit": A Member Unit furnishing equipment, personnel, and/or services to a Stricken Unit;
- E. "Emergency": An occurrence or condition in a Member Unit's territorial jurisdiction which results in a situation of such magnitude and/or consequence that it cannot be adequately handled by the Stricken Unit and such that a Member Unit determines the necessity and advisability of requesting aid.

- F. "Division": The geographically associated Member Units or unit which have been grouped for operational efficiency and representation of those Member Units.
- G. "Training": The regular scheduled practice of emergency procedures during non-emergency drills to implement the necessary joint operations of MABAS.
- H. "Executive Board": The governing body of MABAS comprised of Division representatives.

SECTION THREE

Authority and Action to Effect Mutual Aid

- A. The Member Units hereby authorize and direct their respective Fire Chief or his designee to take necessary and proper action to render and/or request mutual aid from other Member Units in accordance with the policies and procedures established and maintained by the MABAS Member Units. The aid rendered shall be to the extent of available personnel and equipment not required for adequate protection of the territorial limits of the Aiding Unit. The judgement of the Fire Chief, or his designee, of the Aiding Unit shall be final as to the personnel and equipment available to render aid.
- B. Whenever an emergency occurs and conditions are such that the Fire Chief, or his designee, of the Stricken Unit determines it advisable to request aid pursuant to this Agreement, he shall notify the Aiding Unit of the nature and location of the emergency and the type and amount of equipment and personnel and/or services requested from the Aiding Unit.

C. The Fire Chief, or his designee, of the Aiding Unit shall take the following action immediately upon being requested for aid:

1. Determine what equipment, personnel and/or services is requested according to the system maintained by MABAS;
2. Determine if the requested equipment, personnel, and/or services can be committed in response to the request from the Stricken Unit;
3. Dispatch immediately the requested equipment, personnel and/or services, to the extent available, to the location of the emergency reported by the Stricken Unit in accordance with the procedures of MABAS;
4. Notify the Stricken Unit if any or all of the requested equipment, personnel and/or services cannot be provided.

SECTION FOUR

Jurisdiction Over Personnel and Equipment

Personnel dispatched to aid a party pursuant to this Agreement shall remain employees of the Aiding Unit. Personnel rendering aid shall report for direction and assignment at the scene of the emergency to the Fire Chief or Senior Officer of the Stricken Unit. The party rendering aid shall at all times have the right to withdraw any and all aid upon the order of its Fire Chief or his designee; provided, however, that the party withdrawing such aid shall notify the Fire Chief or Senior Officer of the party requesting aid of the withdrawal of such aid and the extent of such withdrawal.

SECTION FIVE

Compensation for Aid

Equipment, personnel, and/or services provided pursuant to this Agreement shall be at no charge to the party requesting aid; however, any expenses recoverable from third parties shall be equitably distributed among responding parties. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statutes.

SECTION SIX

Insurance

Each party hereto shall procure and maintain, at its sole and exclusive expense, insurance coverage, including: comprehensive liability, personal injury, property damage, workman's compensation, and, if applicable, emergency medical service professional liability, with minimum limits of \$1,000,000 auto and \$1,000,000 combined single limit general liability and professional liability. No party hereto shall have any obligation to provide or extend insurance coverage for any of the items enumerated herein to any other party hereto or its personnel. The obligations of the Section may be satisfied by a party's membership in a self-insurance pool, a self-insurance plan or arrangement with an insurance provider approved by the state of jurisdiction. The MABAS may require that copies or other evidence of compliance with the provisions of this Section be provided to the MABAS. Upon request, Member Units shall provide such evidence as herein provided to the MABAS members.

SECTION SEVEN

Indemnification

Each party hereto agrees to waive all claims against all other parties hereto for any loss, damage, personal injury or death occurring in consequence of the performance of this Mutual Aid Agreement; provided, however, that such claim is not a result of gross negligence or willful misconduct by a party hereto or its personnel

Each party requesting or providing aid pursuant to this Agreement hereby expressly agrees to hold harmless, indemnify and defend the party rendering aid and its personnel from any and all claims, demands, liability, losses, suits in law or in equity which are made by a third party. This indemnity shall include attorney fees and costs that may arise from providing aid pursuant to this Agreement. Provided, however, that all employee benefits, wage and disability payments, pensions, workman's compensation claims, damage to or destruction of equipment and clothing, and medical expenses of the party rendering aid shall be the sole and exclusive responsibility of

the respective party for its employees, provided, however, that such claims made by a third party are not the result of gross negligence or willful misconduct on the part of the party rendering aid.

SECTION EIGHT

Non—Liability for Failure to Render Aid

The rendering of assistance under the terms of this Agreement shall not be mandatory if local conditions of the Aiding Unit prohibit response. It is the responsibility of the Aiding Unit to immediately notify the Stricken Unit of the Aiding Unit's inability to respond; however, failure to immediately notify the Stricken Unit of such inability to respond shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned. No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agents and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.

SECTION NINE

Term

This Agreement shall be in effect for a term of one year from the date of signature hereof and shall automatically renew for successive one year terms unless terminated in accordance with this Section.

Any party hereto may terminate its participation in this Agreement at any time, provided that the party wishing to terminate its participation in this Agreement shall give written notice to the Board of their Division and to the Executive Board specifying the date of termination, such notice to be given at least 90 calendar days prior to the specified date of termination of participation. The written notice provided herein shall be given by personal delivery, registered mail or certified mail.

SECTION TEN
Effectiveness

This Agreement shall be in full force and effective upon approval by the parties hereto in the manner provided by law and upon proper execution hereof.

SECTION ELEVEN
Binding Effect

This Agreement shall be binding upon and inure to the benefit of any successor entity which may assume the obligations of any party hereto. Provided, however, that this Agreement may not be assigned by a Member Unit without prior written consent of the parties hereto; and this Agreement shall not be assigned by MABAS without prior written consent of the parties hereto.

SECTION TWELVE
Validity

The invalidity of any provision of this Agreement shall not render invalid any other provision. If, for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable and this Agreement may be enforced with that provision severed or modified by court order.

SECTION THIRTEEN
Notices

All notices hereunder shall be in writing and shall be served personally, by registered mail or certified mail to the parties at such addresses as may be designated from time to time on the MABAS mailing lists or, to other such address as shall be agreed upon.

SECTION FOURTEEN
Governing Law

This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Illinois and the State of Wisconsin.

SECTION FIFTEEN
Execution in Counterparts

This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.

SECTION SIXTEEN
Executive Board of MABAS

An Executive Board is hereby established to consider, adopt and amend from time to time as needed rules, procedures, by-laws and any other matters deemed necessary by the Member Units. The Executive Board shall consist of a member elected from each Division within MABAS who shall serve as the voting representative of said Division on MABAS matters, and may appoint a designee to serve temporarily in his stead. Such designee shall be from within the respective division and shall have all rights and privileges attendant to a representative of that Member Unit.

A President and Vice President shall be elected from the representatives of the Member Units and shall serve without compensation. The President and such other officers as are provided for in the by laws shall coordinate the activities of the MABAS.

SECTION SEVENTEEN
Duties of the Executive Board

The Executive Board shall meet regularly to conduct business and to consider and publish the rules, procedures and by laws of the MABAS, which shall govern the Executive Board meetings and such other relevant matters as the Executive Board shall deem necessary.

SECTION EIGHTEEN
Rules and Procedures

Rules, procedures and by laws of the MABAS shall be established by the Member Units via the Executive Board as deemed necessary from time to time for the purpose of administrative functions, the exchange of information and the common welfare of the MABAS.

SECTION NINETEEN
Amendments

This Agreement may only be amended by written consent of all the parties hereto. This shall not preclude the amendment of rules, procedures and by laws of the MABAS as established by the Executive Board to this Agreement.

The undersigned unit of local government or public agency hereby has adopted, and subscribes to, and approves this MUTUAL AID BOX ALARM SYSTEM Agreement to which this signature page will be attached, and agrees to be a party thereto and be bound by the terms thereof.

This Signatory certifies that this Mutual Aid Box Alarm System Agreement has been adopted and approved by ordinance, resolution, or other manner approved by law, a copy of which document is attached hereto.

Town of Salem

Political Entity

Shirley E. Blum

President, Mayor, or Chairman

3-12-2001
Date

ATTEST:

Antoinette C. Scott

Town Clerk
Title

3-12-01
Date

RESOLUTION NO. 01-03-12__

A RESOLUTION APPROVING AND ADOPTING A MUTUAL AID AGREEMENT FOR EMERGENCY SERVICES.

WHEREAS, the Kenosha County Chief's and Captain's Association has obtained approval from the Wisconsin Attorney General of a form of mutual aid agreement which would provide fire and rescue support between the municipalities in Kenosha and Walworth Counties in the State of Wisconsin and Lake, McHenry, Boone, Winnebago and Cook Counties in the State of Illinois, and;

WHEREAS, the Kenosha County Chief's and Captain's Association has recommended approval of the mutual aid agreement by all of the municipalities within Kenosha County; and

WHEREAS, the Town Board of the Town of Salem has reviewed the agreement which is entitled the "Mutual Aid Box Alarm System Agreement" and feels that it would be in the best interests of the Town of Salem to have the emergency service organizations within the Town of Salem participate in said agreement;

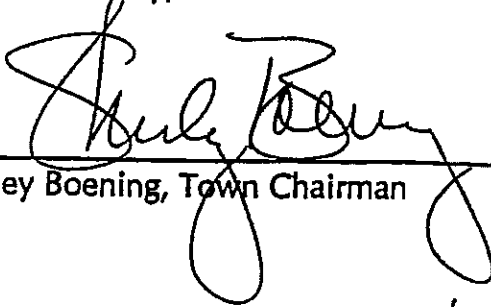
NOW, THEREFORE, be it resolved by the Town Board of the Town of Salem, Kenosha County, Wisconsin:

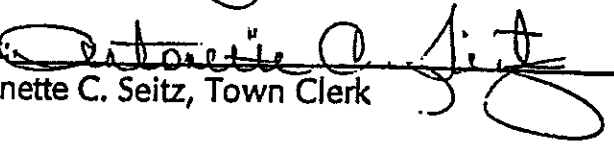
1. That the Mutual Aid Box Alarm System Agreement submitted for consideration and approval be and it is hereby approved and that the four emergency service organizations within the Town; namely the Wilmot Fire Department, the Trevor Fire Department, the Salem Fire Department and the Salem and Silver Lake Rescue Squads may participate in the mutual aid agreement in accordance with its' terms.
2. That the Town Chairman and Town Clerk be, and they hereby are authorized to sign the said agreement in the form presented and submit it to the Mutual Aid Alarm System Executive Board.
3. That each of the emergency service organizations within the Town of Salem be furnished with a copy of the signed agreement and of this Resolution.

Introduced and adopted at a regular meeting of the Town Board of the Town of Salem, Kenosha County, Wisconsin, held on March 12, 2001.

TOWN OF SALEM,

Kenosha County, Wisconsin

By: 
Shirley Boening, Town Chairman

Attest: 
Antonette C. Seitz, Town Clerk

This instrument was drafted by:
Milton C. Konicek, Attorney
Burlington, Wisconsin



Town of Salem Fire/Rescue

9814 Antioch Rd.
PO Box 443
Salem, WI 53168
(262) 843-2313 Business
(262) 843-4432 Fax

ADVANCED LIFE SUPPORT INTERCEPT AGREEMENT

Town of Salem Fire/Rescue and Silver Lake Rescue desire to demonstrate their commitment to providing the best possible care to their patients by entering into this Advanced Life Support Intercept Agreement.

Town of Salem Fire/Rescue agrees to provide Silver Lake Rescue with Advanced Life Support (ALS) intercept service when Silver Lake Rescue requests such service. When such response is requested and provided to Medicare recipients, the billing procedures outlined within this Agreement will be followed.

1. When Town of Salem Fire/Rescue provides ALS care and Silver Lake Rescue transports the patient in their vehicle:
 - a.) Silver Lake Rescue will be responsible for the billing and collection associated with the ALS service provided by Town of Salem Fire/Rescue as required by HCFA regulations.
 - b.) It is understood that Silver Lake Rescue Medicare provider number 86474 shall be used when Town of Salem Fire/Rescue is involved in a Silver Lake Rescue transport.
 - c.) Town of Salem Fire/Rescue accepts responsibility to accurately track reimbursements for ALS intercepts in which they provide transport so as to adhere to the guidelines set forth in this billing agreement.
2. When Town of Salem Fire/Rescue provides ALS care and transports the patient in a Town of Salem Fire/Rescue vehicle:
 - a.) Town of Salem Fire/Rescue will be responsible for the billing and collection associated with its service.
3. Transports not involving Medicare patients will be billed independently by each ambulance service for the services that were provided to the patient.

This agreement will become effective when signatures from both parties have been placed on this Agreement and will remain in effect until either party provides the other party with thirty (30) day written notice of cancellation or modification.

Signature Page to Follow

ADVANCED LIFE SUPPORT INTERCEPT AGREEMENT
Signature Page

Dated this 21 day of December, 2004

Dated this 22 day of December, 2004

Town of Salem Fire/Rescue
Name of Intercepting Service

Silver Lake Rescue
Name of Service Accepting Intercept

David M. Slover
Signature

Carolyn Dodge
Signature

Chief David M. Slover
Print Name

Carolyn Dodge
Print Name

Fire/Rescue Chief
Title

Accountant / Treasurer
Title Silver Lake Rescue.

KANSASVILLE FIRE DEPARTMENT

P.O. Box 545 - 23730 Durand Ave.

Kansasville, WI 53139

Ph. 262-878-3811

Fax 262-878-7560

It is hereby agreed, that the Salem Fire Department will automatically respond to all structure fires and/or alarms for fire protection in the Kansasville Fire Departments Contracted coverage area of the Town of Brighton, WI.

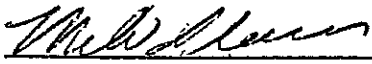
The department, which is responding automatic mutual aid will respond with a minimum of one engine and one water tanker.

Upon receiving an alarm of fire, the Racine and Kenosha County Dispatch Centers will simultaneously dispatch both Kansasville and Salem Fire Departments.

This Agreement will remain in place until either department is unable to fulfill their obligation.

Dated this 7 day of March, 2004.


Jeffrey Enhart, Fire Chief, Kansasville FD


Mike Slover, Fire Chief, Salem Fire Rescue



TOWN OF SALEM FIRE/RESCUE

Mike Slover, Fire Chief
8339 - Antioch Rd.
Salem, Wisconsin 53168

Telephone: 1-262-843-2170
FAX: 1-262-843-3256

AGREEMENT

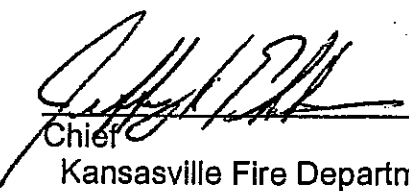
Date: 1/1/04


This agreement is between the Kansasville Fire Dept.

and the Town Of Salem Fire/Rescue. The Kansasville Fire Dept.

Should supply an engine and manpower at the request of the Town Of Salem Fire/Rescue. On the working still alarm level of the MABAS box alarm.

This is for any fire call involving smoke or fire in a structure in a specific area of the Town of Salem Fire/Rescue Station 58 protection areas. The Town Of Salem Fire/Rescue Station 58 will supply the Same service to the Kansasville Fire Dept.


Chief
Kansasville Fire Department


Chief Mike Slover
Town Of Salem Fire Rescue

agreement

AGREEMENT

AGREEMENT made this 3 day of December, 2005 between Silver Lake Rescue Squad, Inc., hereinafter referred to as "Rescue Squad" and the Town of Salem, Kenosha County, Wisconsin, hereinafter referred to as "The Town."

The Town and Rescue Squad hereby agree that Rescue Squad shall provide rescue services to The Town on the terms and conditions set forth in this agreement:

1. DELIVERY OF SERVICES.

- a. Initial EMS Response. Rescue Squad shall provide initial EMS and rescue response services to that portion of The Town designated in Exhibit A, attached hereto and incorporated herein by reference, 24 hours daily beginning as of the 1st day of January, 2006 and continuing until such time as this agreement is terminated as provided herein. Rescue Squad warrants and represents that it has under its control sufficient equipment and trained personnel to provide rescue services in the area designated in Exhibit A and further that Rescue Squad shall obtain all necessary permits, licenses and shall comply with all applicable laws, ordinances, rules, regulations, and orders which would affect its operation within the scope of this agreement and shall pay all charges in connection therewith.
- b. Town of Salem Fire/Rescue Department shall respond to all calls designated as ALS (Advanced Life Support), MVA (Motor Vehicle Accidents) with injuries or Structure Fires within the area designated in Exhibit A. Following initial assessment on scene, Rescue Squad Command may cancel Town of Salem Fire/Rescue Department Fire Apparatus and Ambulance or may have them continue as non-emergency, provided however, that Town of Salem Fire/Rescue Department paramedics shall go to the scene of all such calls and shall be involve in patient assessment in order to make a determination whether the call classification may be downgraded. All ALS transports shall be made with a Town of Salem Fire/Rescue Department paramedic. ALS transports may be made in Rescue Squad or Town of Salem Fire/Rescue ambulance with first consideration be given to transport in a Silver Lake Rescue Squad ambulance.

2. TITLE TO EQUIPMENT AND PROCEEDS. Rescue Squad shall at all times retain title to all equipment and property provided under the terms of this agreement and under no circumstances shall the Rescue Squad's officers or members be considered employees or agents of the Town. Rescue Squad shall have sole discretion in the allocation and deployment of its resources, including all equipment and personnel and shall be responsible

for providing personnel for each call received. All proceeds received by Rescue Squad in the course of its provision of rescue services as provided in this agreement shall vest in and remain the property of Rescue Squad, with the exception of calls designated as ALS (Advanced Life Support), MVA (Motor Vehicle Accidents) with injuries or Structure Fires. The transporting department shall be responsible for patient billing and payment, upon collection, shall be evenly divided between the departments.

3. **MUTUAL AID AGREEMENTS.** Rescue Squad shall have the authority to enter into mutual aid agreements with other fire and rescue departments calling for mutual aid and assistance, provided any such agreement shall contain a clause that such aid on the part of Rescue Squad shall be rendered only in the event that the rescue services called for under the terms of this agreement in the area described in Exhibit A attached hereto will not be adversely affected. Any charges or expenses related to mutual aid required by Rescue Squad shall be at Rescue Squad's expense.
4. **RECORDS.** Rescue Squad shall supply reports and records upon request in writing and in keeping with the standards set by the State of Wisconsin. Financial records shall be presented by Rescue Squad in the form of a budget indicating disbursement of funds received from The Town for the current year under the terms of this agreement and a proposed budget for the expenditure of such funds for the coming year. Budgets will be prepared by Rescue Squad personnel and shall be presented to The Town no later than November 1 each year.
5. **COMPENSATION.** As and for compensation for the services and facilities furnished pursuant to the terms of this agreement, Rescue Squad shall annually receive from The Town the sum of \$15,000.00 for rescue services.
6. **RISKS AND INSURANCE.** All risks of fire, criminal theft, liability, personal injury, property damage, and worker's compensation remain with Rescue Squad. Rescue Squad shall provide its own insurance coverage and shall file with The Town certificates of insurance indicating the required insurance policies are in full force and effect.
7. **TERM.** This agreement shall remain in effect from and after January 1, 2006 until terminated as provided herein. The agreement may be terminated upon one hundred eighty (180) days written notice by either party. If the agreement is terminated at request of the Town prior to the end of the calendar year, the Town shall compensate the Rescue Squad a prorated portion of the calendar year of the full amount and fifty (50) percent of the balance from the time of termination to December 31st of the contract year. The agreement may be amended by written consent of both parties at any time.

8. NOTICE. All notices shall be sent by registered or certified mail to the party to be notified at the following addresses or at such other address as either party shall designate in writing:

Town of Salem
P.O. Box 443
Salem, WI 53168

Silver Lake Rescue Squad, Inc.
P.O. Box 776
Silver Lake, WI 53180⁷⁰

Executed as of the date first set forth above.

Silver Lake Rescue Squad, Inc.

Town of Salem

By: *[Signature]*, *ch*

By: *Diann D. Tesar*
Diann D. Tesar, Town Chairman

Attest: *[Signature]* Board of Directors

Attest: *[Signature]*
Lynn M. Pepper, Town Clerk

Town of SALEM
Kenosha County, Wisconsin

$$z \triangleright$$

Civil Division Boundaries

Emergency Response Grid ID Format

A - Sonoma
B - Kern County
C - Pasadena Priests
D - Perth
E - Detroit
F - Burlington
G - Piedmont Lakes
H - Salem
I - Silver Lake
J - Woodland
K - Randall
L - Twin Lakes
M - George City

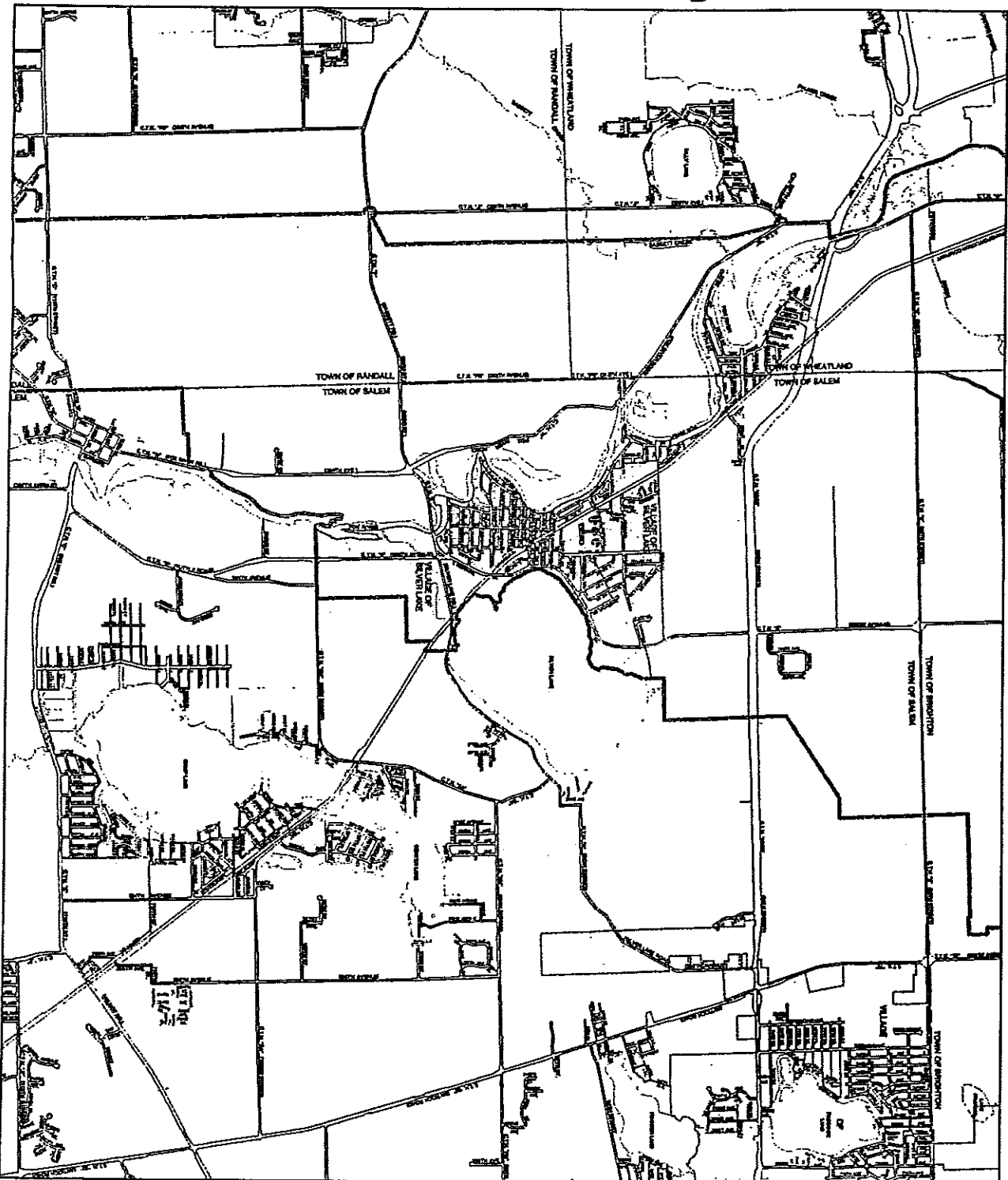
Y or Z -- Standard Child
W or X -- Indisposed/Transposition Child
U or V -- Substitution Child

Third & Fourth Digits: Uniquely Identified Number

Example: 00.022.04.05.....

DY30 -- In Parts, Standard gird, number 30
FVW00 -- In Bridging, Antisection/transport

FW000 - In Brighton, Intersections/transport grid, section 00
CU14 - In Pleasant Field, Subdivision grid, number 14
LS07 - In Twin Lakes, Common place grid, number 07



AGREEMENT TO PROVIDE FIRE AND RESCUE SQUAD SERVICES

This Agreement: This agreement is made by and between the Town of Salem Fire/Rescue Department, hereinafter referred to as the "Fire/Rescue Department" and the Town of Brighton, a municipal corporation, located in Kenosha County, Wisconsin, hereinafter referred to as the "Town". This agreement replaces any existing agreement between the parties for the purpose of providing fire/rescue protection services.

Notices: Any notices hereafter required between the parties following the execution of this agreement regarding this agreement shall be mailed to the following addresses transferred by regular mail:

Town of Salem Fire/Rescue Department
P.O. Box 443
Salem, WI 53168

Town of Brighton
~~4406 242nd Avenue~~
Kansasville, WI 53139

P.O. Box 24
25000-BVRL
R

The Purpose: The parties make this agreement for the purpose of providing fire/rescue service to the Town of Brighton. Both parties further agree to cooperate with each other in every way possible to provide fire/rescue service as safely, efficiently, and cost effectively as possible within the parameters set by Federal and State of Wisconsin laws. The Fire/Rescue Department shall be responsible for providing and have full control over the equipment and manpower responding with the department. The Fire/Rescue Department shall establish and follow all policies, procedures, guidelines, bylaws or constitution necessary for providing fire/rescue service subject to all State and Federal laws and requirements. It is further agreed that the Fire/Rescue Department shall have the right to enter into contracts with other municipal corporations for the same or similar purposes as this agreement and that the decision to enter into any such agreement so long as such additional agreements do not adversely affect fire/rescue service provided by this agreement.

Responding to Emergency Calls: The Fire/Rescue Department will respond to emergency calls within the territorial limits of the Town of Brighton. The Fire/Rescue Department will be dispatched to a scene requesting fire/rescue service through the dispatching capabilities of the Kenosha County Sheriff's department 911 dispatchers on duty. When at the reasonable discretion of the Town of Salem Fire Chief (hereinafter referred to as "Fire Chief") or a member empowered by the Fire Chief the fire/rescue service response cannot be reasonably pursued because of road, weather or travel conditions, or any other cause which the Fire/Rescue Department has no control over, then the response reasonably withheld will be deemed proper with no present or future liability against the Fire Chief, officers of the Fire/Rescue Department, members of the Fire/Rescue Department or assets of any of the aforementioned or the Fire/Rescue Department or its assets. The Fire/Rescue Department, the Fire Chief, the officers of the Fire/Rescue Department, the members of the Fire/Rescue Department or anyone representing the Fire/Rescue Department by the authority of the Fire/Rescue Department shall not be liable for any failure to furnish fire/rescue service response or

protection, for acts or omissions in fire/rescue service, in failing to respond to an alarm, in failing to arrive at a scene of an emergency within any certain amount of time, or for any other acts unless these acts are of gross negligence. It is also understood that in the event of simultaneous calls in the area covered under this agreement and any other agreements which the Fire/Rescue Department has in force with other parties, that, in that event the Fire Chief or a member empowered by the Fire Chief shall use their discretion as to which call to respond to first, and that damages or circumstances proven to be created or perceived by others to be created as a result of any decision, lack of decision or judgment of the Fire Chief or a member empowered by the Fire Chief, no liability shall be attached against the Fire/Rescue Department, the Fire Chief, the officers of the Fire/Rescue Department, the members of the Fire/Rescue Department or anyone representing the Fire/Rescue Department by the authority of the Fire/Rescue Department.

Cost of Fire/Rescue Services: It is agreed that the charged cost for fire/rescue services provided to the Town will be a yearly fixed rate in accordance with the computation formula agreed upon between the parties herein. The charged cost shall be based on the rate of ~~.294~~ ^{.259} ("mill rate") per thousand dollars of assessed property value in the Town for the previous year. This rate schedule will be updated annually and shall be submitted to the Town at the same time as the annual report is presented. At no time during the term of fire/rescue service provided shall the annual charged cost go below that charged for the previous year of service. A copy of the current rate schedule is attached to this agreement as schedule "A" and becomes part of this agreement until this rate schedule is altered. It is further agreed that the Fire/Rescue Department may bill the property owners directly and will not bill the Town for any additional costs associated with fire/rescue service calls. In no instance, however, shall the Fire/Rescue Department bill any owner in excess of said owner's insurance coverage.

Payment: The payment for fire/rescue service shall be made by the Town to the Fire/Rescue Department in two equal payments. The first payment shall be due on or before March 31st. The second shall be due on or before August 31st.

Term of this Agreement: The term of this agreement shall be for one year and this agreement shall automatically renew itself on a year to year basis and on the same conditions and terms as this agreement unless within one hundred twenty (120) days prior to the expiration of this agreement, or any renewal term, one party notifies the other in the manner as set forth previously in this agreement of intentions not to renew the agreement. A rate schedule for the upcoming agreement renewal period will be submitted to the Town along with the Fire/Rescue Department annual report regarding the previous fiscal year. The fiscal year of the Fire/Rescue Department extends from January 1st through December 31st. The agreement period for these fire/rescue services extends from January 1st through the following December 31st.

Dated this 6 ^{March} day of ~~October~~, 2003.

Town of Brighton

By: Thomas W. Kerkman
Thomas W. Kerkman, Town Chairman

Attest: Linda L. Perona
Linda Perona, Town Clerk

TOWN OF SALEM

By: _____
Thomas M. Walsh, Town Chairman

Attest: _____
Antonette C. Seitz, Town Clerk

October 30, 2003

SCHEDULE "A"

RATE SCHEDULE

2002 property assessment value for Town of Brighton:

\$ 145,052,600

(Divided by 1,000)

\$ 145,052.6

multiplied by mill rate of ~~.261~~

\$ X .259

259

Total charge for fire/rescue service for 2003

\$ 37,568.62

Town of Salem Fire/Rescue Department
Attn: Mike Slover
P.O. Box 443
Salem, WI 53168

Town of Brighton
P.O. Box 249
Kansasville, WI 53139

March 6, 2004

Re: 2004 Fire/Rescue Contract

Mike,

Attached is the revised contract between the Town of Brighton and Town of Salem for Fire and Rescue service to the Town of Brighton.

Per our discussion, the total fee for 2004 to the Town of Salem includes last year's fire retainer fee of \$34,979.94 plus the \$2,500.00 retainer fee for rescue. This 2004 contract total of \$37,568.62 is higher than last year's fee.

You and I discussed the fact that the value of the Town of Brighton increased 20% last year, but the cost of services to the Town of Brighton did not increase accordingly. The new contract reflects a mill rate change from .291 to .259 per thousand dollars of town value. A February payment of \$21,105.15 was sent. The balance due in August is \$16,463.47 for the 2004 contract.

We should discuss a maximum increase rate for future contracts.

Sincerely,

Tom Kerkman, Chairman
Town of Brighton

**An Agreement for the Provision
of Emergency Medical Services (EMS)
to the Town of Brighton, Kenosha County, Wisconsin**

The four EMS providers serving portions of the Town of Brighton are the Town of Salem Fire/Rescue Department, Silver Lake Rescue Squad, Burlington Rescue, and Medix Ambulance.

Kansasville Fire Department and the Town of Salem Fire/Rescue Department provide fire protection service to the Town of Brighton.

The purpose of this agreement is to implement First Responder/EMT initial response by Kansasville and Salem Fire Service personnel for medical calls in the Town of Brighton.

Initial dispatch of medical calls by Kenosha City/County Joint Services will include a mutual aid request to the Town of Salem Fire/Rescue Department or to the Kansasville Fire Department, depending on the location of the call. Kansasville personnel will be responding in personal vehicles until Kansasville obtains a First Response vehicle. Salem personnel will respond with an engine. These vehicles are equipped with Automatic External Defibrillators (AED).

The Fire Department personnel responding are authorized to utilize their skills and training to the extent of their Wisconsin EMS certifications under the guidelines established by their Medical Director.

Town of Salem Fire/Rescue Department:

EMS Chief: Bell Amy Date: 9/13/04
Medical Director: Maund G. Ash Date: 05/18/04

Kansasville Fire Department:

Chief: Jeffrey E. Pelt Date: 3/26/2004
Medical Director: _____ Date: 4-20-2004
DEPARTMENT CHIEF - UNION GROVE / YORKVILLE FIRE + RESCUE
Don Greenick

Silver Lake Rescue Squad:

Chief: Michael G. Kinkor ^{KINKOR} Date: 8/2/04

Medical Director: _____ Date: _____

Burlington Rescue Squad:

Chief: Troy G. Gorman Date: 4-21-04

Medical Director: Dr. Daniel Walrath Date: 4-28-04

Medix Ambulance Service:

Chief: _____ Date: _____

Medical Director: _____ Date: _____

Brighton Town Board Chairman: Thomas Kuhn Date: 8-13-2004

Town of Brighton
25000 Burlington Road
P.O. Box 249
Kansasville, WI 53139
Phone: 262-878-2218
Fax: 262-878-5489
E-mail: brightontown@voyager.net

February 1, 2005

Town of Salem Fire/Rescue
9814 Antioch Road
P.O. Box 443
Salem, WI 53168

Re: Change in rescue service to the Town of Brighton

To Whom It May Concern:

Effective February 1, 2005 it is the Town of Brighton's understanding that the Town of Salem Fire/Rescue will now provide rescue service to the area east of State Highway 75 and north of State Highway 142. This service will be in addition to the area of the Town of Brighton previously covered by the Town of Salem Fire/Rescue. This change was unanimously approved at the January 10, 2005 Town of Brighton board meeting.

Sincerely,

Linda Perona, Clerk-Treasurer
Town of Brighton

AGREEMENT

agreement

AGREEMENT made this 3 day of December, 2005 between Silver Lake Rescue Squad, Inc., hereinafter referred to as "Rescue Squad" and the Town of Salem, Kenosha County, Wisconsin, hereinafter referred to as "The Town."

The Town and Rescue Squad hereby agree that Rescue Squad shall provide rescue services to The Town on the terms and conditions set forth in this agreement:

1. DELIVERY OF SERVICES.

- a. Initial EMS Response. Rescue Squad shall provide initial EMS and rescue response services to that portion of The Town designated in Exhibit A, attached hereto and incorporated herein by reference, 24 hours daily beginning as of the 1st day of January, 2006 and continuing until such time as this agreement is terminated as provided herein. Rescue Squad warrants and represents that it has under its control sufficient equipment and trained personnel to provide rescue services in the area designated in Exhibit A and further that Rescue Squad shall obtain all necessary permits, licenses and shall comply with all applicable laws, ordinances, rules, regulations, and orders which would affect its operation within the scope of this agreement and shall pay all charges in connection therewith.
- b. Town of Salem Fire/Rescue Department shall respond to all calls designated as ALS (Advanced Life Support), MVA (Motor Vehicle Accidents) with injuries or Structure Fires within the area designated in Exhibit A. Following initial assessment on scene, Rescue Squad Command may cancel Town of Salem Fire/Rescue Department Fire Apparatus and Ambulance or may have them continue as non-emergency, provided however, that Town of Salem Fire/Rescue Department paramedics shall go to the scene of all such calls and shall be involve in patient assessment in order to make a determination whether the call classification may be downgraded. All ALS transports shall be made with a Town of Salem Fire/Rescue Department paramedic. ALS transports may be made in Rescue Squad or Town of Salem Fire/Rescue ambulance with first consideration be given to transport in a Silver Lake Rescue Squad ambulance.

2. TITLE TO EQUIPMENT AND PROCEEDS. Rescue Squad shall at all times retain title to all equipment and property provided under the terms of this agreement and under no circumstances shall the Rescue Squad's officers or members be considered employees or agents of the Town. Rescue Squad shall have sole discretion in the allocation and deployment of its resources, including all equipment and personnel and shall be responsible

for providing personnel for each call received. All proceeds received by Rescue Squad in the course of its provision of rescue services as provided in this agreement shall vest in and remain the property of Rescue Squad, with the exception of calls designated as ALS (Advanced Life Support), MVA (Motor Vehicle Accidents) with injuries or Structure Fires. The transporting department shall be responsible for patient billing and payment, upon collection, shall be evenly divided between the departments.

3. **MUTUAL AID AGREEMENTS.** Rescue Squad shall have the authority to enter into mutual aid agreements with other fire and rescue departments calling for mutual aid and assistance, provided any such agreement shall contain a clause that such aid on the part of Rescue Squad shall be rendered only in the event that the rescue services called for under the terms of this agreement in the area described in Exhibit A attached hereto will not be adversely affected. Any charges or expenses related to mutual aid required by Rescue Squad shall be at Rescue Squad's expense.
4. **RECORDS.** Rescue Squad shall supply reports and records upon request in writing and in keeping with the standards set by the State of Wisconsin. Financial records shall be presented by Rescue Squad in the form of a budget indicating disbursement of funds received from The Town for the current year under the terms of this agreement and a proposed budget for the expenditure of such funds for the coming year. Budgets will be prepared by Rescue Squad personnel and shall be presented to The Town no later than November 1 each year.
5. **COMPENSATION.** As and for compensation for the services and facilities furnished pursuant to the terms of this agreement, Rescue Squad shall annually receive from The Town the sum of \$15,000.00 for rescue services.
6. **RISKS AND INSURANCE.** All risks of fire, criminal theft, liability, personal injury, property damage, and worker's compensation remain with Rescue Squad. Rescue Squad shall provide its own insurance coverage and shall file with The Town certificates of insurance indicating the required insurance policies are in full force and effect.
7. **TERM.** This agreement shall remain in effect from and after January 1, 2006 until terminated as provided herein. The agreement may be terminated upon one hundred eighty (180) days written notice by either party. If the agreement is terminated at request of the Town prior to the end of the calendar year, the Town shall compensate the Rescue Squad a prorated portion of the calendar year of the full amount and fifty (50) percent of the balance from the time of termination to December 31st of the contract year. The agreement may be amended by written consent of both parties at any time.

8. NOTICE. All notices shall be sent by registered or certified mail to the party to be notified at the following addresses or at such other address as either party shall designate in writing:

Town of Salem
P.O. Box 443
Salem, WI 53168

Silver Lake Rescue Squad, Inc.
P.O. Box 776
Silver Lake, WI 53180⁷²

Executed as of the date first set forth above.

Silver Lake Rescue Squad, Inc.

Town of Salem

By: *[Signature]*, chief

By: *Diann D. Tesar*
Diann D. Tesar, Town Chairman

Attest: *[Signature]* Board of Directors

Attest: *[Signature]*
Lynn M. Pepper, Town Clerk

New 911 Response Grids

Town of SALEM Kenosha County, Wisconsin



Legend

- PRIVATE
- Civil Division Boundaries
- County/Rescue Districts

Emergency Response Grid ID Format

Four digit long

Dist Digits: Municipality Identifier

- A - Aurora
- R - Kenosha
- C - Pleasant Prairie
- D - Deloit
- B - Beloit
- P - Piquette
- Q - Piquette Lake

Second Digit: Grid Type Identifier

- Y or Z - Standard Grid
- W or X - Intersection/Transportation Grid
- U or V - Suburban Grid
- S or T - Common Plan Grid

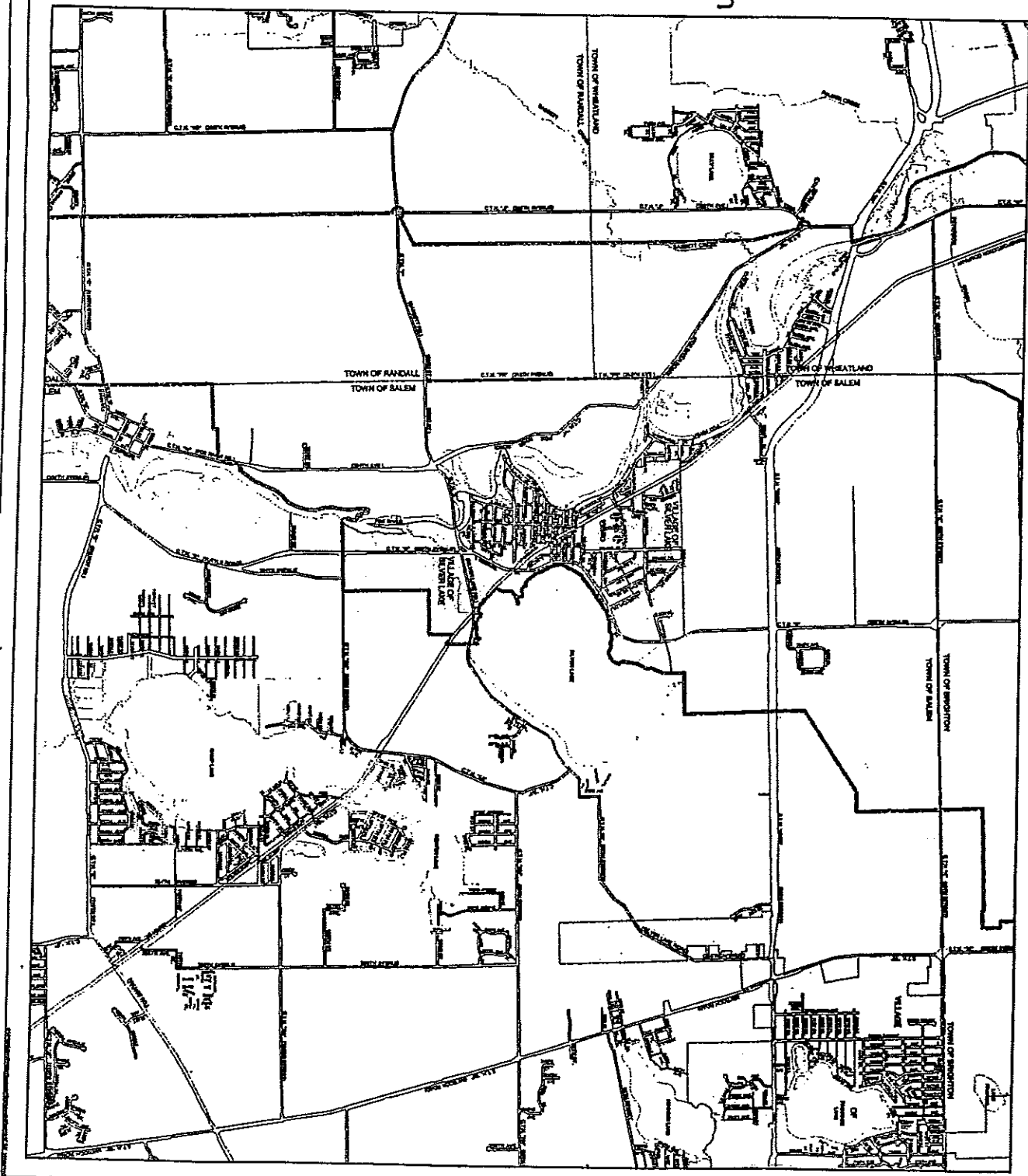
Third & Fourth Digits: Unique Grid Identification Number

Beginning at 00 and increasing by ones

Example: 00000106

Example:

- DY39 - In Park, Standard grid, number 39
- FW00 - In Burlington, Intersection/Transportation grid, number 00
- CU14 - In Pleasant Prairie, Suburban grid, number 14
- LS07 - In Two Lakes, Common plan grid, number 07



AGREEMENT

THIS AGREEMENT made and entered into by and between GANDER MOUNTAIN, INC., a corporation located at Wilmot, Wisconsin (hereinafter referred to as "Gander Mountain"), the TOWN OF RANDALL, a municipal body (hereinafter referred to as "Randall"), the TOWN OF SALEM, a municipal body (hereinafter referred to as "Salem"), and SALEM UTILITY DISTRICT NO. 2, a town utility district (hereinafter referred to as the "District");

WITNESSETH:

WHEREAS, the District, under the general supervision and control of Salem, operates a sanitary sewer system within the boundaries of the District in the Town of Salem; and

WHEREAS, Gander Mountain is a corporation with offices located on Highway W in the Town of Randall and is desirous of connecting its sanitary sewer system to the District's sanitary sewer system by means of a private sewer extending along Highway W from its lands to the presently existing sewer at Wilmot, Wisconsin; and

WHEREAS, Gander Mountain is located within the sewer service area of the District as established by the areawide plan; and

WHEREAS, Salem and the District are prepared to permit the connection of the Gander Mountain sanitary sewer system to the District's sanitary sewer system on the terms and conditions herein set forth; and

WHEREAS, Randall is desirous of having the District extend sanitary sewer service to Gander Mountain on the terms and conditions herein set forth;

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. Salem and the District agree that Gander Mountain may connect its sanitary sewer system to the District's sanitary sewer system at the southernmost existing manhole located in Highway W at Wilmot, Wisconsin. Such connection shall be by a private sewer line extending from Gander Mountain property in and along Highway W to the point of connection, to be installed by and at the cost of Gander Mountain.

2. The private sewer line extension shall be installed in accord with plans prepared by the Gander Mountain and approved by the District, Randall, and the state agency with jurisdiction over the same. Such plans shall meet the construction requirements which the District imposes on such construction within the District.

a. Prior to construction of such private sewer line extension, Gander Mountain shall submit such plans to the District and Randall for their respective reviews and approvals. Such reviews and approvals shall be completed promptly. If not disapproved within thirty (30) days of submittal, the plans shall be deemed to have been approved by the District and Randall.

b. All such construction shall be subject to the ordinances, rules, regulations and permits of Randall and the District. In the event of conflict in the requirements of Randall and the District, the most stringent requirements shall govern.

c. All such construction shall be subject to inspection by the District.

3. After the installation of the private sewer line extension by Gander Mountain, but not later than one (1) year after completion of such installation, Gander Mountain shall assign all its right, title and interest in and to such private sewer line to the District, after which such private sewer line extension shall become a part of the District's public sanitary sewer system. Thereafter, the District shall have the full responsibility for the maintenance of such sewer line extension. Prior to such assignment of rights and interest by Gander Mountain to the District, however, Gander Mountain shall be solely responsible for the proper and timely care, operation and maintenance of the said private sewer line in conformance with all applicable governmental laws (including, but not limited to, the ordinances, rules and regulations of the District, Randall and Salem).

4. As a condition to connecting to the District's sewer system, Gander Mountain agrees as follows:

a. Gander Mountain shall pay to the District the standard connection charge currently imposed by the District as a precondition to connection to the District's sewerage system.

b. Gander Mountain shall pay to the District all user charges imposed by the District from time to time for sewer service; provided, however, that Gander Mountain shall have all legal rights granted to it by law to object to and appeal the reasonableness of the rates imposed upon it in proceedings before duly authorized courts and/or administrative agencies.

c. In the event Gander Mountain shall fail to pay the user charges imposed upon it by the District when due, the District may take legal action to recover the same and, in addition thereto, at the request of the District, Randall shall levy an amount equal to such unpaid charges as a special charge against the real estate of Gander Mountain which received such sewer service. Such special charges shall be levied and collected by Randall pursuant to Section 66.60 (16), Wis. Stats., and shall constitute a lien upon such real estate as therein provided. Randall shall remit such charges so collected to the District.

5. The parties hereto agree that after the private sewer line extension installed hereunder has been transferred by Gander Mountain to the District as provided in paragraph 3 hereof, the following shall pertain:

a. The District and Randall shall require the owners of real property located adjacent to the said sewer line to connect to the sewer line, if such connection would be required under the applicable ordinances, rules and regulations of the District and Salem for properties located in the Town of Salem. Upon the request of any such property owner so required to connect to the sewer line, Randall may, in its sole discretion, grant to such real property owner a time period of up to one (1) year after the date of the said transfer of the private sewer line to the District in which to complete such connection.

b. Gander Mountain shall pay for the cost of installing sewer laterals from such sewer line to presently existing buildings which, because of proximity to such sewer line, are required to be connected to such sewer line by ordinances of Salem and/or Randall in the form in effect as of the date of this agreement. Such lateral installations shall be done pursuant to contract let by Gander Mountain covering all such installations. As a condition of such installation, the property owner or owners shall authorize the contractor to enter upon the premises as reasonably required to install such lateral. Gander Mountain shall inform the property owner or owners of the availability of a lateral for connection. Gander Mountain shall not have any liability (a) to connect the building plumbing and sewer to the lateral installed hereunder by Gander Mountain, (b) to extend the lateral around the building to be serviced, (c) to abandon any on-site sewerage systems, or (d) to pay for any connection charge or charges for the connection of such building to the sewer system. The property owners shall bear such responsibilities.

c. In the event a property owner who is entitled to a lateral installation hereunder desires to install his lateral or to install the same at a later date, Gander Mountain shall only be responsible for the actual cost of such work, but in any event, not more than the cost which Gander Mountain would have been obligated to pay to its contractor for such work. As a precondition to payment of such costs, the property owner shall submit the contractor's proposal for such work to Gander Mountain for review and approval prior to such work being done.

d. Gander Mountain shall have no responsibility to pay for any part of the cost of lateral installation to buildings for which construction begins subsequent to this agreement or for buildings which are not required by ordinance to be connected to the sewer line extension installed by Gander Mountain hereunder.

e. All such parties connecting to the sewer line extension shall be customers of the District. Gander Mountain shall have no responsibility with respect to

the providing of sewer service to such properties or the maintaining of the sewer line or laterals installed by it hereunder.

f. Randall shall adopt such ordinances and resolutions as may be necessary to:

1) Make applicable to all users/customers connected to the said sewer line the ordinances, resolutions, rules and regulations that may from time to time be adopted by Salem and/or the District in governing, regulating and operating the District's municipal sanitary sewerage system;

2) Allow the District to exercise its rights, duties and responsibilities in the future operation, maintenance and repair of the said sewer line; and

3) Collect for the District and/or Salem, in a same and similar manner as described in sub-paragraph 4(c) above for collections from Gander Mountain, any delinquent user charges and/or other delinquent costs due the District from the users/customers connected to the said sewer line. (The District shall otherwise be solely responsible for directly billing and collecting user charges or other costs from the users/customers.)

All such ordinances and resolutions shall be adopted by Randall in such form that they are in effect in the District at the time that the sewer line extension becomes operational.

6. Except for the connections contained in the approved plans described in Paragraph 2 above for sewer service to Gander Mountain, and except for any connections required of any adjacent property owners along the said sewer line as described in subparagraph 5(a) above, there shall be no other connections to the said sewer line installed by Gander Mountain hereunder without the prior written consent of Salem and Randall.

7. Gander Mountain shall reimburse Salem and/or the District for all of its administrative, legal and engineering costs reasonably incurred by them with respect to the negotiation and construction of the private sanitary sewer lines described herein.

8. This agreement shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed :
of the 30th day of Nov., 1992.

GANDER MOUNTAIN, INC.

By: Robert D. DeLoe
VP Operations

Attest: Michael E. Nadeau
VP & CFO

TOWN OF RANDALL

By: Gerald K. Druff
Town Chairman

Attest: Phyllis J. Kusker
Town Clerk

TOWN OF SALEM

By: Shirley Boling
Town Chairman

Attest: Antoinette A. S.
Town Clerk

SALEM UTILITY DISTRICT NO. 2
(By the Town Board of the Town of
Salem, acting as its Commissioners)

By: Shirley Boling
Town Chairman

Attest: Antoinette A. S.
Town Clerk

COPY

AGREEMENT FOR THE
TREATMENT OF
SANITARY SEWERAGE

This agreement (hereinafter referred to as the "Agreement"), effective as of December 31, 1993, is made and entered into pursuant to Wis. Stat. § 66.30 by and between the following municipalities:

a) THE TOWN OF SALEM UTILITY DISTRICT NO. 2, being a utility district duly organized under the laws of the State of Wisconsin, with its main offices located at 28737 Wilmot Road, Trevor, Wisconsin 53179 (hereinafter referred to as "Salem"); and

b) THE TOWN OF BRISTOL UTILITY DISTRICT NO. 4, being a utility district duly organized under the laws of the State of Wisconsin, with its main offices located at 8301 198th Avenue, Bristol, Wisconsin 53104 (hereinafter referred to as "Bristol").

Introduction

Salem is the owner and operator of a municipal sanitary sewerage system located adjacent to Bristol. The sanitary sewerage that is received by Salem from its collection system is treated at its treatment facility located at 28737 Wilmot Road, Trevor, Wisconsin (hereinafter referred to as the "Treatment Facility").

Bristol is the owner and operator of a municipal sanitary sewerage system having a service area (hereinafter referred to as "Service Area") which (i) has a legal description as contained in attached Exhibit A (such Exhibit A being hereby incorporated herein by

reference), and (ii) is depicted in the map attached hereto as Exhibit B (such Exhibit B being hereby incorporated herein by reference).

The sanitary sewerage that is received by Bristol from its collection system is transferred to Salem through a sanitary sewer main connection to Salem's collection system, and Bristol's sanitary sewerage, so transferred to Salem's collection system, is then treated by Salem at Salem's Treatment Facility.

Salem receives and treats Bristol's sanitary sewerage pursuant to a written agreement previously entered into by both parties, such written agreement being dated December 12, 1983. Salem and Bristol are entering into this present Agreement for the purpose of replacing such agreement of December 12, 1983.

NOW, THEREFORE, THE ABOVE-NAMED PARTIES, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN, HEREBY AGREE AS FOLLOWS:

ARTICLE I

TREATMENT OF SANITARY SEWERAGE

1.1. Introduction. The foregoing "Introduction" is true and correct, and such Introduction (along with all exhibits referred to therein) is hereby incorporated herein by reference.

1.2. Treatment of Sanitary Sewerage. Salem shall receive into its collection system and treat at its Treatment Facility the sanitary sewerage of Bristol. Bristol's sanitary

sewerage shall be delivered to Salem's collection system through the sanitary sewer main presently connecting the two municipal sanitary sewerage systems, such point of connection being at manhole number 1.4 located at the intersection of 216th Avenue and 117th Court in the Lake Shangri-La Beach Subdivision, in Kenosha County, Wisconsin.

1.3. Specific Service Area. The sanitary sewerage delivered by Bristol to Salem under this Agreement shall only be the sanitary sewerage originating from and generated by the customers of Bristol's municipal sanitary sewerage system located within Bristol's Service Area (such Service Area being described in attached Exhibits A and B). The Service Area of Bristol shall not be enlarged or modified without the prior written consent of Salem (which consent may be granted or withheld in Salem's sole discretion).

1.4. Limitations on Sewerage Received. The sanitary sewerage delivered by Bristol to Salem under this Agreement shall comply with the specifications stated in attached Exhibit C, such Exhibit C being hereby incorporated herein by reference.

ARTICLE II

RIGHTS AND RESPONSIBILITIES OF BRISTOL

2.1. Operation of Bristol's System. Bristol shall, at its own cost and expense, construct, operate and maintain its municipal sanitary sewerage system. This shall include, but not be limited to, the obligation on the part of Bristol to install, construct, maintain,

repair and/or replace all of the sanitary sewer mains and other related components which are located within Bristol's Service Area and which comprise Bristol's sanitary sewerage system.

2.2. Compliance with Applicable Laws. Bristol shall construct, maintain and operate its municipal sanitary sewerage system in full compliance with all applicable governmental laws, rules and regulations. This shall include, but not be limited to, (i) all applicable laws, rules and regulations of the State of Wisconsin Department of Natural Resources, and (ii) all ordinances of the Town of Salem, as may from time to time be adopted, which establish reasonable regulations or standards for the construction, maintenance and/or use of Salem's sanitary sewerage system.

2.3. Construction Approval by Salem. Prior to constructing and/or modifying any portion of the sanitary sewer mains or other related components which comprise Bristol's sanitary sewerage system, Bristol shall first obtain the written approval of Salem of the engineering and/or construction plans, drawings, diagrams and specifications for the project. No construction shall commence until such approval is obtained from Salem. During the course of construction, Bristol shall give to Salem full and adequate opportunity to inspect such construction work, if Salem so desires, to determine that the same is being done in full compliance with this Agreement and the project information submitted by Bristol for Salem's approval. (This right of inspection on the part of Salem, however, shall not relieve Bristol of its obligation for supervising and inspecting all such work, and Salem shall not assume any liability or responsibility for any errors and/or failures of construction merely because of

Salem's exercise of its inspection rights granted hereunder.) Bristol shall reimburse Salem for any costs reasonably incurred for the review of the project information submitted by Bristol for Salem's approval and for Salem's inspection of such construction work.

This provision shall not govern inspections of construction or repair of laterals or sewer connections by customers of Bristol, which inspection shall be the sole responsibility of Bristol and for which Bristol shall provide by ordinance applicable to customers of Bristol. Salem may conduct inspections of construction or repair of laterals or sewer connections by customers of Bristol, and Salem shall bear the cost of any such inspection, provided however that customers of Bristol need not apply to both Bristol and Salem for approval of construction or repair of laterals or sewer connections, but need only apply to Bristol, which shall consider the advice and recommendations of Salem, in addition to the provisions of this Agreement, in determining whether to approve any such application.

2.4. Adoption of Ordinances. The Town of Bristol shall adopt such ordinances and resolutions as may from time to time be reasonably required to (i) enable Bristol to operate its municipal sanitary sewerage system in full compliance with all applicable laws (including, but not limited to, the applicable ordinances adopted by the Town of Salem as described in above Section 2.2 of this Agreement), and (ii) enable the parties to this Agreement to exercise their rights, duties and obligations contained in this Agreement.

2.5. Inflow/Infiltration. Bristol shall take all steps reasonably required to prevent any materially harmful inflow or infiltration of clear water into Bristol's sanitary sewerage system, and in any event shall not exceed the maximum level of inflow/infiltration of clear water that is specified in attached Exhibit C.

ARTICLE III

RIGHTS AND RESPONSIBILITIES OF SALEM

3.1. Operation of Salem's System. Salem shall, at its own cost and expense, construct, operate and maintain its municipal sanitary sewerage system as necessary to perform its obligations under this Agreement. This shall include, but not be limited to, operating and maintaining Salem's collection system and Treatment Facility as the same pertain to the transportation and treatment of the sanitary sewerage being received from Bristol under this Agreement.

3.2. Inspection of Bristol's System. In addition to the construction inspection rights given to Salem under this Agreement in above Section 2.3, Salem may, should it so desire and at Salem's own cost and expense, take steps to monitor, inspect and/or test the sanitary sewer mains and other related components of Bristol's sanitary sewerage system to ensure that the same conform and comply with the terms of this Agreement and all applicable governmental laws.

ARTICLE IV

PAYMENTS DUE SALEM

4.1. Parity With Salem Customers. Bristol shall pay to Salem an amount of money equal to the charges and fees which would be payable by the customers of Bristol's municipal sanitary sewerage system if such Bristol customers were instead the direct customers of Salem's municipal sanitary sewerage system. This shall include, but not be limited to:

- a) Sewer service charges (which are presently based on a user charge equivalent (UCE) or unit charges established for each customer based on that customer's potential for discharge into the system); and
- b) Connection fees.

Bristol shall be solely responsible for recovering from its own customers through its own billings such amounts payable hereunder to Salem.

4.2. Time of Payment. The charges and fees payable by Bristol to Salem as described above shall be paid as follows:

- a) Connection fees shall be paid prior to the customer connecting to the collection system.

b) Sewer service charges and any other fees shall be paid on a calendar quarterly basis. Salem shall at the end of each calendar quarter present to Bristol an itemized statement of such charges, and Bristol shall within Fifteen (15) Days of its receipt of such statement pay such charges to Salem.

4.3. Coordinated Efforts. Bristol shall promptly give notice to Salem of any changes in the number and/or type of customers that are discharging sanitary sewerage into Bristol's municipal system, and Bristol shall provide to Salem such other information as may be reasonably required by Salem to establish the charges and fees payable by Bristol to Salem under this Agreement.

ARTICLE V

ENFORCEMENT OF AGREEMENT

5.1. Definition of Default. A party shall be in default under this Agreement if such party fails to remedy or cure any failure of performance or compliance within Thirty (30) Days after receiving from the other party a written notice describing such failure of performance or compliance. In the event the remedy or cure for such failure, other than the failure to pay money, is of such a nature that it cannot reasonably be completed within such thirty day time period, then a party shall be in default under this Agreement if such party (i) fails to commence the remedying/curing of such failure within Thirty (30) Days after receiving from the other party written notice of the same, and (ii) further fails to thereafter proceed with such remedying/curing of the said failure(s) with due diligence.

5.2. All Remedies Available. Upon default, the nondefaulting party shall have available to it all remedies available under the law.

5.3. Emergency Action. In the event any act of omission or commission on the part of either party in the operation and/or maintenance of its municipal sanitary sewerage system creates an imminent threat to the health, safety and welfare of the customers of the other party's municipal sanitary sewerage system, including without limitation the proper and lawful operation of Salem's Treatment Facility, then the other party may immediately and without any prior notice take such steps as are reasonably necessary to remedy or cure the failure or defect, all at the cost and expense of the party that creates the imminent threat.

ARTICLE VI

ADDITIONAL PROVISIONS

6.1. Governing Law. This Agreement shall be governed, controlled, interpreted and construed by and under the laws of the State of Wisconsin.

6.2. No Strict Construction. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and the rules of strict construction will not be applied against any party.

6.3. Amendments. This Agreement may be modified only by a written amendment signed by all parties.


6.4. Conflict With Other Laws. In the event any terms or provisions of this Agreement are in conflict with any laws and/or the requirements of any grant(s) or loan(s) received by either of the parties from the State of Wisconsin and/or the United States of America (or from any of their departments or agencies), then the parties to this Agreement shall in good faith renegotiate such conflicting terms and provisions in an effort to resolve such conflict.

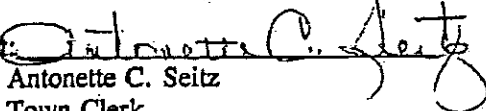
6.5. Term of Agreement. This Agreement shall continue indefinitely in full force and effect unless and until it is either terminated or amended, which in either case requires written agreement signed by both parties.

6.6. Notices. Any notices required to be given under this Agreement by any party to the other party shall be in writing, and shall be delivered to such other party either by (i) personal service, or by (ii) certified mail in a postpaid envelope addressed to such other party at the address specified on the first page of this Agreement, or to such other address as may, from time to time, be designated in writing by the parties hereto.

IN WITNESS WHEREOF, the above-named parties, through their duly authorized undersigned officers, have caused this Agreement to be executed this 27th day of January, 1994.

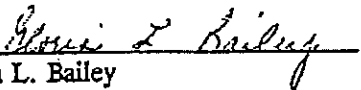
Town Board of the Town of Salem, acting
as the Commissioners of the Town of
Salem Utility District No. 2

By: 
Shirley Boening
Town Chairman

Attest: 
Antonette C. Seitz
Town Clerk

Town Board of the Town of Bristol, acting
as the Commissioners of the Town of
Bristol Utility District No. 4

By: 
Audrey Van Slochteren
Town Chairman

Attest: 
Gloria L. Bailey
Town Clerk

Attachment A

Lake Shangri-La Area
Sewer Utility District No. 4
Town of Bristol, Kenosha County, Wisconsin

Description of lands comprising Sewer Utility District No. 4, located in the Northwest Quarter of Section 31, Town 1 North, Range 21 East of the Fourth Principal Meridian, Town of Bristol, Kenosha County, Wisconsin, described as follows:

Beginning at the Northwest corner of Section 31; thence East along the North line of Section 31 and the centerline of 166th Street (County Trunk Highway V) a distance of 1636.19 feet more or less to the Northeast corner of Lake Shangri-La Beach 2nd Addition, Document No. 280196, recorded on August 23, 1945 in Volume 8 of Plats, pages 74, 75 and 76; thence South along the East line of Lake Shangri-La Beach 2nd Addition a distance of 2642.36 feet to a point on the South line of the Northwest Quarter of Section 31 and the Southeast corner of Lake Shangri-La Beach 2nd Addition; thence West along the South line of the Northwest Quarter of Section 31 and the South line of Lake Shangri-La Beach 2nd Addition a distance of 621.3 feet more or less to the shore of Lake Shangri-La; thence Northerly and Westerly along the shore line of Lake Shangri-La to the West line of Section 31; thence North along the West line of Section 31 a distance of 465 feet more or less to the point of beginning.

EXHIBIT A

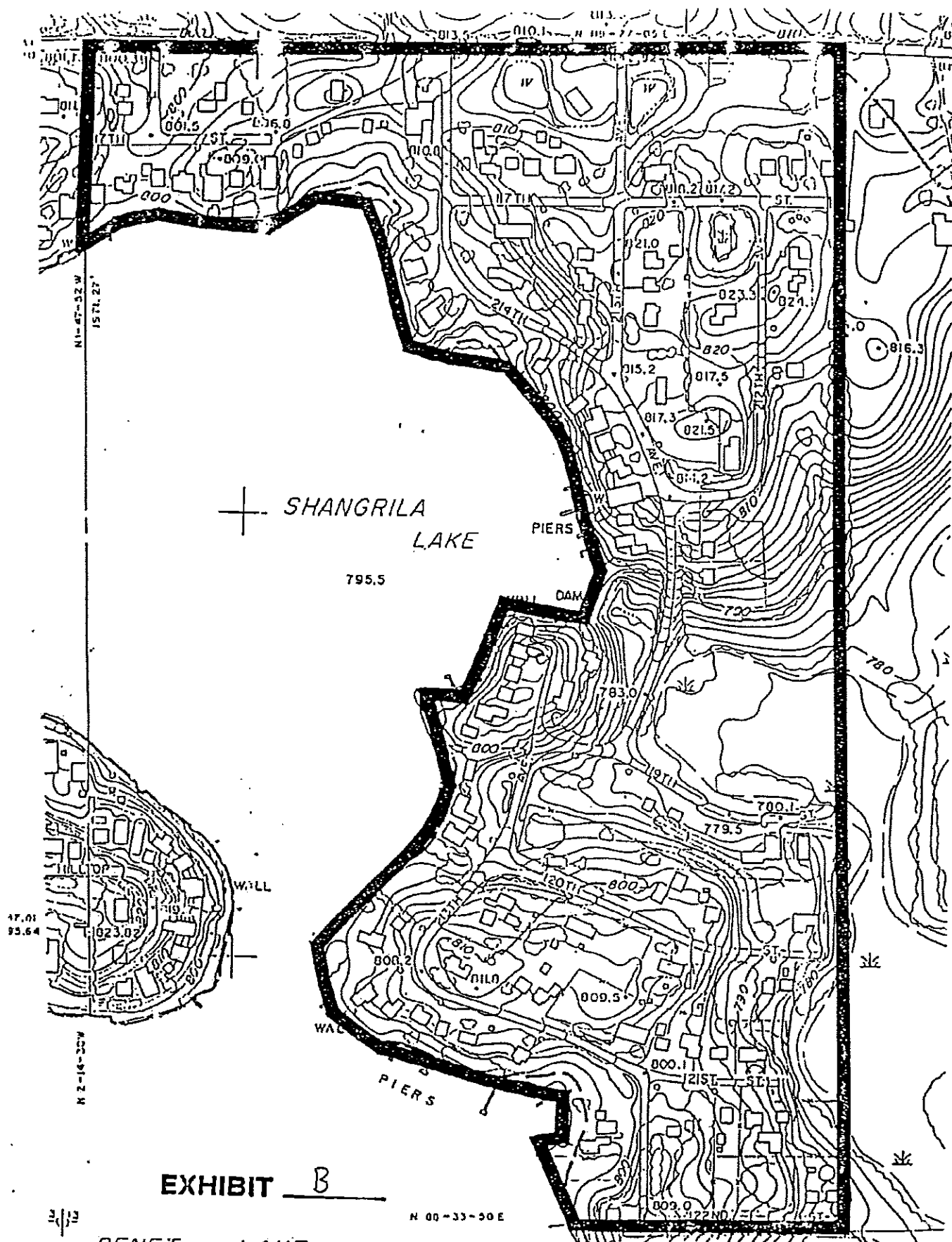


EXHIBIT B

N 00-33-50 E

EXHIBIT C

The sanitary sewerage delivered by Bristol to Salem shall be within the following limits and parameters:

1. The sanitary sewerage shall be normal domestic strength wastewater, discharged from single-family residential dwellings, and shall not exceed the following limits:

- | | | |
|----|------------------|------------------|
| a) | BOD | 200 mg/L or less |
| b) | Suspended Solids | 240 mg/L or less |
| c) | Phosphorous | 10 mg/L or less |
| d) | TKN | 50 mg/L or less |
| e) | Ammonia | 25 mg/L or less |

2. Infiltration and inflow of clear water into the collection system shall not exceed Two Hundred (200) Gallons per day per each diameter inch of sewer main per each mile.

3. The volume of the sanitary sewerage delivered by Bristol to Salem shall not exceed One Hundred (100) Gallons per person/occupant in the Service Area per day.

provided in s. 8.37. If an advisory referendum is held, the municipality's governing body may not vote to approve the agreement under sub. (2) until the report under par. (d) is filed.

(b) The advisory referendum shall be held not less than 42 days nor more than 72 days after adoption of the resolution under par. (a) calling for the referendum or not less than 42 days nor more than 72 days after receipt of the petition under par. (a) by the municipal clerk. The municipal clerk shall give notice of the referendum by publishing a notice in a newspaper of general circulation in the municipality, both on the publication day next preceding the advisory referendum election and one week prior to that publication date.

(c) The advisory referendum shall be conducted by the municipal election officials. The governing body of the municipality may specify the number of election officials for the referendum. The ballots shall contain the words "For the revenue sharing agreement" and "Against the revenue sharing agreement" and shall otherwise conform to the provisions of s. 5.64 (2). The election shall be conducted as are other municipal elections in accordance with chs. 6 and 7, insofar as applicable.

(d) The election inspectors shall report the results of the election, showing the total number of votes cast and the numbers cast for and against the revenue sharing. The election inspectors shall attach their affidavit to the report and immediately file the report in the office of the municipal clerk.

(e) The costs of the advisory referendum election shall be borne by the municipality that holds the election.

History: 1995 a. 270; 1999 a. 150 s. 72; Stats. 1999 s. 66.0305; 1999 a. 182 s. 202.

66.0307 Boundary change pursuant to approved cooperative plan. (1) DEFINITIONS. In this section:

(a) "Department" means the department of administration.

(b) "Municipality" means a city, village or town.

(2) **BOUNDARY CHANGE AUTHORITY.** Any combination of municipalities may determine the boundary lines between themselves under a cooperative plan that is approved by the department under this section. No boundary of a municipality may be changed or maintained under this section unless the municipality is a party to the cooperative agreement. The cooperative plan shall provide one or more of the following:

(a) That specified boundary line changes shall occur during the planning period and the approximate dates by which the changes shall occur.

(b) That specified boundary line changes may occur during the planning period and the approximate dates by which the changes may occur.

(c) That a required boundary line change under par. (a) or an optional boundary line change under par. (b) shall be subject to the occurrence of conditions set forth in the plan.

(d) That specified boundary lines may not be changed during the planning period.

(3) **COOPERATIVE PLAN.** (a) *Who may prepare plan.* The municipalities that propose to set the boundary lines between themselves under this section shall prepare a cooperative plan.

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

(c) *Content of plan; physical development of territory.* The cooperative plan, and any accompanying maps, plats, charts and descriptive and explanatory materials, shall show the plan agreed upon for the physical development of the territory covered by the plan. The plan may include, without limitation because of enumeration, any of the following:

1. The general location, character and extent of streets, highways, freeways, street grades, roadways, walks, bridges, viaducts,

parking areas, tunnels, public places and areas, parks, parkways and playgrounds.

2. Sites for public buildings and structures, airports, pierhead and bulkhead lines and waterways.

3. Routes for railroads and buses.

4. The general location and extent of sewers, water conduits and other public utilities, whether privately or publicly owned.

5. The acceptance, widening, narrowing, extension, relocation, removal, vacation, abandonment or change of use of any of the public ways, grounds, places, spaces, buildings, properties, utilities, routes or terminals described in subs. 1. to 4.

6. Historic districts.

7. The general location, character and extent of community centers and neighborhood units.

8. The general character, extent and layout of the replanning of blighted districts and slum areas.

9. A comprehensive zoning plan.

(d) *Content of plan; boundaries and services.* The cooperative plan shall:

1. Identify any boundary change and any existing boundary that may not be changed during the planning period.

2. Identify any conditions that must be met before a boundary change may occur.

3. Include a schedule of the period during which a boundary change shall or may occur.

4. Include a statement explaining how any part of the plan related to the location of boundaries meets the approval criteria under sub. (5) (c) 4. and 5.

5. Describe the services to be provided to the territory covered by the plan, identify the providers of those services and indicate whether the provision of any service has received preliminary approval of any relevant governmental regulatory authority.

6. Include a schedule for delivery of the services described under subd. 5.

7. Include a statement explaining how provision under the plan for the delivery of necessary municipal services to the territory covered by the plan meets the approval criterion under sub. (5) (c) 3.

8. Designate the municipalities that are participating in the cooperative plan and that are required to ratify any boundary changes by enacting an ordinance under sub. (10).

(dm) *Content of plan; environmental consequences and housing needs.* The cooperative plan shall:

1. Identify any significant adverse consequences to the natural environment, including air and water pollution, energy use, development outside compact urban areas and contribution to urban sprawl, that may be caused by the proposed physical development of the territory covered by the plan.

2. Demonstrate that each participating municipality has considered alternatives to the proposed physical development of the territory covered by the plan, in order to minimize or avoid significant adverse environmental consequences, including those under subd. 1., and include in the plan a description of the alternatives considered.

3. If the physical development of the territory covered by the plan is subject to federal environmental laws or regulations, state laws or state environmental rules, describe how compliance with the laws, regulations or rules will be achieved.

4. Address the need for safe and affordable housing to meet the needs of diverse social and income groups in each municipality that is participating in the preparation of the plan.

5. Include a statement of why the cooperative plan meets the approval criterion under sub. (5) (c) 5m.

(e) *Content of plan; compatibility with existing law.* The cooperative plan shall describe how the plan is consistent with current state and federal laws, county shoreland zoning ordinances under

s. 59.692, municipal regulations and administrative rules that apply to the territory affected by the plan.

(f) *Content of plan; planning period.* The cooperative plan shall specify the duration of the proposed planning period, which shall be for a period of 10 years, except that the duration of the proposed planning period may be for a period greater than 10 years if a duration greater than 10 years is approved by the department.

(g) *Content of plan; zoning agreement.* The cooperative plan shall include all agreements under sub. (7m).

(h) *Existing plans may be used.* A cooperative plan may be based on, contain elements of or duplicate any existing plan for the same territory.

(4) **PROCEDURE FOR ADOPTING COOPERATIVE PLAN.** (a) *Authorizing resolution.* Each municipality that intends to participate in the preparation of a cooperative plan under this section shall adopt a resolution authorizing participation in the preparation of the plan. Notice of each resolution shall be given in writing, within 5 days after the resolution is adopted, to all of the following:

1. The department, the department of natural resources, the department of agriculture, trade and consumer protection and the department of transportation.

2. The clerks of any municipality, school district, technical college district, sewerage district or sanitary district which has any part of its territory within 5 miles of a participating municipality.

3. The clerk of each county in which a participating municipality is located.

4. Any county zoning agency under s. 59.69 (2) or regional planning commission whose jurisdiction includes a participating municipality.

(b) *Public hearing.* At least 120 days after adoption under par. (a) of the last resolution by a participating municipality and at least 60 days before submitting a cooperative plan to the department for review and approval under sub. (5), the participating municipalities shall hold a joint hearing on the proposed plan. Notice of the hearing shall be given by each participating municipality by class 3 notice under ch. 985.

(c) *Comment on plan.* Any person may comment on the plan during the hearing and may submit written comments before, at or within 20 days following the hearing. All comments shall be considered by each participating municipality. A county zoning agency under s. 59.69 (2) or regional planning commission whose jurisdiction includes any participating municipality shall comment in writing on the plan's effect on the master plan adopted by the regional planning commission under s. 66.0309 (9), or development plan adopted by the county board or county planning agency under s. 59.69 (3), and on the delivery of municipal services, and may comment on any other aspect of the plan. A county in the regional planning commission's jurisdiction may submit comments on the effect of the cooperative plan on the master plan adopted under s. 66.0309 (9) and on the delivery of county services or on any other matter related to the plan.

(d) *Adoption of final plan.* 1. Subject to subd. 2., after the public hearing under par. (b) and consideration of comments made on the proposed cooperative plan, the plan participants may revise the plan in response to the comments and may, by resolution adopted by each participating municipality, adopt a final version of the plan.

2. If within 30 days after the public hearing under par. (b) a petition opposing the plan, signed by a number of qualified electors equal to at least 10% of the votes cast for governor in the municipality at the last gubernatorial election, is filed with the clerk of a participating municipality, the final version of the plan may be adopted in that municipality only by an affirmative vote of three-fourths of the members of the municipality's governing body who are present and voting. The petition shall conform to the requirements of s. 8.40.

(e) *Advisory referendum.* 1. Within 30 days after adoption of a final plan under par. (d), the governing body of a participating municipality may adopt a resolution calling for an advisory referen-

endum on the plan. An advisory referendum shall be held if, within 30 days after adoption of the final plan under par. (d), a petition, signed by a number of qualified electors equal to at least 10% of the votes cast for governor in the municipality at the last gubernatorial election, is filed with the clerk of a participating municipality and as provided in s. 8.37, requesting an advisory referendum on the cooperative plan. The petition shall conform to the requirements of s. 8.40.

2. The advisory referendum shall be held not less than 42 days nor more than 72 days after adoption of the resolution under subd. 1. calling for the referendum or not less than 42 days nor more than 72 days after receipt of the petition by the municipal clerk. The municipal clerk shall give notice of the referendum by publishing a notice in a newspaper of general circulation in the municipality, both on the publication day next preceding the advisory referendum election and one week prior to that publication date.

3. The advisory referendum shall be conducted by the municipal election officials. The governing body of the municipality may specify the number of election officials for the referendum. The ballots shall contain the words "For the cooperative plan" and "Against the cooperative plan" and shall otherwise conform to the provisions of s. 5.64 (2). The election shall be conducted as are other municipal elections in accordance with chs. 6 and 7, insofar as applicable.

4. The election inspectors shall report the results of the election, showing the total number of votes cast and the numbers cast for and against the cooperative plan. The election inspectors shall attach their affidavit to the report and immediately file the report in the office of the municipal clerk. The election inspector shall file a certified report of the results in the office of the clerk of each municipality that is a party to the cooperative plan.

5. The costs of the advisory referendum election shall be borne by the municipality that holds the election.

(f) *Submittal of final plan to department.* If no advisory referendum is held under par. (e), the plan participants may submit the final version of the cooperative plan to the department for approval under sub. (5) at least 60 days but not more than 180 days after the public hearing under par. (b). If an advisory referendum is held under par. (e), each participating municipality shall determine, by resolution, whether to submit the final version of the cooperative plan to the department for approval under sub. (5). The resolution shall be adopted within 60 days after the last advisory referendum is held. If any of the plan participants fails or refuses to approve submittal of the cooperative plan to the department, the plan may not be submitted. Any written comment received by a participating municipality on any version of the cooperative plan shall be submitted to the department at the time that the cooperative plan is submitted. If the cooperative plan is not submitted to and approved by the department, it may not be implemented under this section by any of the participating municipalities.

(5) **DEPARTMENT REVIEW AND APPROVAL OF LOCAL OR COOPERATIVE PLAN.** (a) *Generally.* The department shall make a written determination of whether to approve a cooperative plan within 90 days after receiving the plan unless the department and the parties to the plan agree to a longer determination period. The department shall consider written comments on the plan received by a municipality under sub. (4) (c) that is submitted to the department under sub. (4) (f) or from any other source. The department may request information relating to the cooperative plan, including any comprehensive plan or land use plan currently being utilized by any participating municipality, from that municipality, and from any county or regional planning commission. The department may seek and consider comments from any state agency on whether the cooperative plan is consistent with state laws and administrative rules under the agency's jurisdiction. Any state agency requested to comment on a cooperative plan shall comply with the request. The department shall issue its determination of whether to approve the cooperative plan in writing, supported by specific findings based on the criteria under par. (c). The approval or dis-

approval of a cooperative plan by the department under this section is not a contested case, as defined in s. 227.01 (3), for purposes of ch. 227.

(b) *Hearing.* Any person may request a public hearing before the department on a cooperative plan submitted to the department for approval. A request for a public hearing shall be in writing and shall be submitted to the department within 10 days after the cooperative plan is received by the department. If requested, the department shall, and on its own motion the department may, hold a public hearing on the cooperative plan. If requested to hold a public hearing, the department is required to hold only one hearing, regardless of the number of requests for a hearing. Any public hearing under this paragraph shall be held in a municipality that is a party to the cooperative plan.

(c) *Approval of cooperative plan.* A cooperative plan shall be approved by the department if the department determines that all of the following apply:

1. The content of the plan under sub. (3) (c) to (e) is sufficient to enable the department to make the determinations under subds. 2. to 5m.

2. The cooperative plan is consistent with current state laws, municipal regulations and administrative rules that apply to the territory affected by the plan.

3. Adequate provision is made in the cooperative plan for the delivery of necessary municipal services to the territory covered by the plan.

4. Any boundary maintained or any boundary change under the cooperative plan is reasonably compatible with the characteristics of the surrounding community, taking into consideration present and potential transportation, sewer, water and storm drainage facilities and other infrastructure, fiscal capacity, previous political boundaries, boundaries of school districts and shopping and social customs.

5. The shape of any boundary maintained or any boundary change under the cooperative plan is not the result of arbitrariness and reflects due consideration for compactness of area. Considerations relevant to the criteria under this subdivision include quantity of land affected by the boundary maintenance or boundary change and compatibility of the proposed boundary maintenance or boundary change with natural terrain including general topography, major watersheds, soil conditions and such features as rivers, lakes and major bluffs.

5m. The cooperative plan adequately identifies and addresses the significant adverse environmental consequences to the natural environment that may be caused by the proposed physical development of the territory covered by the plan, the municipalities submitting the plan have adequately identified and considered alternatives to minimize or avoid the significant adverse environmental consequences, the proposals in the plan for compliance with federal environmental laws or regulations and state environmental laws or rules are adequate and the need for safe and affordable housing for a diversity of social and income groups in each community has been met.

6. Any proposed planning period exceeding 10 years is consistent with the plan.

(d) *Return and resubmittal of plan.* The department may return a cooperative plan, with comments, if the department determines that the cooperative plan, if revised, may constitute a plan that can be approved by the department. If a cooperative plan is returned under this paragraph, each participating municipality may revise the plan, as directed by the department, adopt the revised plan by resolution and resubmit the plan to the department within 90 days after the plan is returned. After receiving a resubmitted cooperative plan, the department shall make a determination on approval within 30 days.

(6) *BINDING ELEMENTS OF COOPERATIVE PLAN.* If a cooperative plan is approved by the department under sub. (5) or an amended plan is approved under sub. (8), provisions in the plan to maintain existing boundaries, the boundary changes in the plan, the sched-

ule for those changes, the plan for delivery of services and the schedule for those services are binding on the parties to the plan and have the force and effect of a contract.

(7) *OTHER BOUNDARY PROCEDURES.* (a) *Other procedures after hearing.* After the joint hearing under sub. (4) (b) is held, no other procedure, except the procedure under s. 281.43 (1m), for altering a municipality's boundaries may be used to alter a boundary included in the proposed cooperative plan under sub. (3) (d) 1. until the boundary is no longer included in the proposed cooperative plan, the municipality withdraws from the proposed cooperative plan or the proposed cooperative plan fails to receive approval from the department, whichever occurs first.

(b) *Other boundary procedures during the planning period.* During the planning period specified under sub. (3) (f), no other procedure for altering a municipality's boundaries may be used to alter a boundary that is included in the cooperative plan under sub. (3) (d) 1., except if an annexation is conducted under s. 281.43 (1m), regardless of whether the boundary is proposed to be maintained or changed or is allowed to be changed under the plan. After the planning period has expired, the boundary may be altered.

(7m) *ZONING IN TOWN TERRITORY.* If a town is a party to a cooperative plan with a city or village, the town and city or village may agree, as part of the cooperative plan, to authorize the town, city or village to adopt a zoning ordinance under s. 60.61, 61.35 or 62.23 for all or a portion of the town territory covered by the plan. The exercise of zoning authority by a town under this subsection is not subject to s. 60.61 (3) or 60.62 (3). If a county zoning ordinance applies to the town territory covered by the plan, that ordinance and amendments to it continue until a zoning ordinance is adopted under this subsection. If a zoning ordinance is adopted under this subsection, that zoning ordinance continues in effect after the planning period ceases until a different zoning ordinance for the territory is adopted under other applicable law. This subsection does not affect zoning ordinances adopted under ss. 59.692, 87.30 or 91.71 to 91.78.

(8) *AMENDMENTS TO COOPERATIVE PLAN.* (a) *Authority to amend plan.* A cooperative plan may be amended during the planning period if all the parties to the plan agree to the amendment and if the amendment is approved by the department.

(b) *When full procedure required.* An amendment to a cooperative plan that proposes to change a municipality's boundary or to change the approved planning period shall follow the same procedure as that required for an original plan.

(c) *When expedited procedure may occur.* An amendment to a cooperative plan that does not propose to change a boundary or the planning period shall follow the same procedure as that required for an original plan except that the hearing under sub. (4) (b) is not required unless objection to the amendment is made in writing by any person to the clerk of a participating municipality. An amendment under this paragraph shall be adopted by resolution of each of the participating municipalities. Notice of the amendment and adopting resolution shall follow the procedures specified in sub. (4) (a). Notice that the amendment will be submitted directly to the department unless objection is made in writing shall be given by each participating municipality by a class 3 notice under ch. 985. If no written objection to the amendment is received within 7 days after the last required notice is published, the amendment may be submitted directly to the department for approval. If written objection is timely made, the public hearing and other requirements under sub. (4) (b) and (c) apply.

(9) *COURT REVIEW OF DEPARTMENT DECISION.* The decision of the department under sub. (5) (c) or (d) or (8) to approve or not to approve a cooperative plan or an amendment to a plan is subject to judicial review under ch. 227.

(10) *BOUNDARY CHANGE ORDINANCE; FILING AND RECORDING REQUIREMENTS.* A boundary change under a cooperative plan shall be accomplished by the enactment of an ordinance by the governing body designated to do so in the plan. The filing and recording

requirements under s. 66.0217 (9) (a), as they apply to cities and villages under s. 66.0217 (9) (a), apply to municipalities under this subsection. The requirements for the secretary of state are the same as those required in s. 66.0217 (9) (b).

(11) TIME FOR BRINGING ACTION. No action to contest the validity of a cooperative plan under this section or an amendment to a cooperative plan, regardless of the grounds for the action, may be commenced after 60 days from the date on which the department approves the cooperative plan under sub. (5) or the amendment under sub. (8), respectively. No action relating to compliance with a binding element of a cooperative plan may be commenced later than 180 days after the failure to comply.

History: 1991 a. 269; 1993 a. 213, 301, 329, 399; 1995 a. 35, 201, 216, 227; 1997 a. 27, 35; 1999 a. 150 s. 67; Stats. 1999 s. 66.0307; 1999 a. 182 s. 199; 2001 a. 30.

66.0309 Creation, organization, powers and duties of regional planning commissions. (1) DEFINITIONS. In this section:

(a) "Governing body" means the town, village or county board or the legislative body of a city.

(b) "Local governmental units" or "local units" means cities, villages, towns and counties.

(c) "Population" means the population of a local unit as shown by the last federal census or by any subsequent population estimate under s. 16.96.

(2) CREATION OF REGIONAL PLANNING COMMISSIONS. (a) A regional planning commission may be created by the governor, or a state agency or official as the governor designates, upon petition in the form of a resolution by the governing body of a local governmental unit and the holding of a public hearing on the petition. If the petition is joined in by the governing bodies of all the local units in the proposed region, including the county board of any county, part or all of which is in the proposed region, the governor may dispense with the hearing. Notice of any public hearing shall be given by the governor by mail at least 10 days in advance to the clerk of each local unit in the proposed region.

(b) If the governor finds that there is a need for a regional planning commission, and if the governing bodies of local units within the proposed region which include over 50% of the population and equalized assessed valuation of the region as determined by the last previous equalization of assessments, consent to the formation of such regional planning commission, the governor may create the regional planning commission by order and designate the area and boundaries of the commission's jurisdiction taking into account the elements of homogeneity based upon, but not limited to, such considerations as topographic and geographic conformations, extent of urban development, the existence of special or acute agricultural, forestry, conservation or other rural problems, uniformity of social or economic interests and values, park and recreational needs, civil defense, or the existence of physical, social and economic problems of a regional character.

(c) Territory included within a regional planning commission that consists of one county or less in area also may be included in the creation of a multicounty regional planning commission. The creation does not require that the existing regional planning commission consisting of one county or less in area be terminated or altered, but upon creation of the multicounty commission, the existing commission shall cease to have authority to make charges upon participating local governmental units under sub. (14) and shall adopt a name other than "regional planning commission".

(2m) LIMITATION ON TERRITORY. No regional planning commission may be created to include territory located in 3 or more uniform state districts as established by 1970 executive order 22 dated August 24, 1970. Any existing regional planning commission which includes territory located in 3 or more uniform state districts shall be dissolved no later than December 31, 1972.

(3) COMPOSITION OF REGIONAL PLANNING COMMISSIONS. (a) The membership composition of a regional planning commission which includes a city of the first class shall be as follows:

1. One member appointed by the county board of each county, part or all of which is initially within the region or is later added.

2. Two members from each participating county shall be appointed by the governor. At least one appointee shall be a person, selected from a list of 2 or more persons nominated by the county board, who has experience in local government in elective or appointive offices or who is professionally engaged in advising local governmental units in the fields of land-use planning, transportation, law, finance, engineering or recreation and natural resources development. The governor in making appointments under this subdivision shall give due weight to the place of residence of the appointees within the various counties encompassed by the region.

3. The secretary of commerce or a designee shall serve as a nonvoting member of each regional planning commission organized under this section.

(b) For any region which does not include a 1st class city, the membership composition of a regional planning commission shall be in accordance with resolutions approved by the governing bodies of a majority of the local units in the region, and these units shall have in the aggregate at least half the population of the region. For the purposes of this determination a county, part or all of which is within the region, shall be counted as a local unit, but the population of an approving county shall not be counted. In the absence of the necessary approval by the local units, the membership composition of a commission shall be determined as follows:

1. For regions which include land in more than one county par. (a) shall apply.

2. For regions that include land in only one county, the commission shall consist of the following:

a. Three members appointed by the county board.

b. Three members appointed by the governing body of each city, village and town in the region having a population of 20,000 or more. If there is no city, village or town having a population of 20,000 or more, the governor shall appoint one member from each city, village or town with a population of 5,000 or more within the region. All governor appointees under this subd. 2. b. shall be persons who have experience in local government in elective or appointive offices or who are professionally engaged in advising local governmental units in the fields of land-use planning, transportation, law, finance or engineering.

c. Three members appointed at large by the governor. All governor appointees under this subd. 2. c. shall be persons who have experience in local government in elective or appointive offices or who are professionally engaged in advising local governmental units in the fields of land-use planning, transportation, law, finance or engineering.

(c) Terms of office for regional planning commission members shall be as follows:

1. If the composition of the commission is approved by local units under par. (b), the terms shall be as prescribed in the resolutions of approval.

2. For members of all other commissions the term is 6 years after the initial term. At the first meeting of the commission it shall be determined by lot which of the initial members shall have 2, 4 and 6-year terms, respectively, and each group shall be as nearly equal as may be.

(d) All regional planning commission members shall be electors of the state and reside within the region.

(4) COMPENSATION; EXPENSES. A per diem compensation may be paid members of regional planning commissions. This shall not affect in any way remuneration received by any state or local official who, in addition to serving as a state or local official, serves also as a member of the regional planning commission. All members may be reimbursed for actual expenses incurred as members of the commission in carrying out the work of the commission.

Memorandum

To: Jeff Davidson
From: Tim Popanda
Date: 8/29/2007
Re: Self help, Affordable housing

I have researched and personally counted the current number of self help homes in the Village of Paddock Lake. That number is 168 single family dwellings constructed under the HUD self help home project, administered by southeastern Wisconsin Housing Corp. from the late 1970's through 1995. The affordable homes represent approximately 14% of the village dwelling units.



Village of Paddock Lake Comprehensive Plan



Planning Assistance by:

Vandewalle & Associates
Madison, Wisconsin

Recommended by Village Plan Commission:
January 21, 2005

Adopted by Village Board:
April 20, 2005

ORDINANCE NO. 552

AN ORDINANCE TO ADOPT THE COMPREHENSIVE PLAN OF THE VILLAGE OF PADDOCK LAKE, WISCONSIN.

The Village Board of the Village of Paddock Lake, Wisconsin, does ordain as follows:

SECTION 1. Pursuant to sections 60.22(3) and 62.23(2) and (3) of Wisconsin Statutes, the Village of Paddock Lake is authorized to prepare and adopt a comprehensive plan as defined in sections 66.1001(1)(a) and 66.1001(2) of Wisconsin Statutes.

SECTION 2. The Village Board of the Village of Paddock Lake has adopted and followed written procedures designed to foster public participation in every stage of the preparation of a comprehensive plan as required by section 66.1001(4)(a) of Wisconsin Statutes.

SECTION 3. The Plan Commission of the Village of Paddock Lake, by a majority vote of the entire Commission recorded in its official minutes, has adopted a resolution recommending to the Village Board the adoption of the document entitled "VILLAGE OF PADDOCK LAKE COMPREHENSIVE PLAN," containing all of the elements specified in section 66.1001(2) of the Wisconsin Statutes.

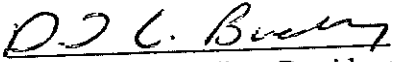
SECTION 4. The Village of Paddock Lake has held at least one public hearing on this ordinance, in compliance with the requirements of section 66.1001(4)(d) of Wisconsin Statutes, and provided numerous other opportunities for public involvement per its adopted public participation strategy and procedures.

SECTION 5. The Village of Paddock Lake has responded to each of the comments received on the Comprehensive Plan and those changes are documented in a memorandum to the Village Board, dated March 25th, 2005, which is attached to this ordinance.

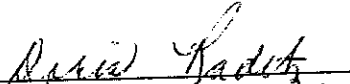
SECTION 6: The Village Board of the Village of Paddock Lake, Wisconsin, does, by enactment of this ordinance, formally adopt the document entitled, "Village of Paddock Lake COMPREHENSIVE PLAN," pursuant to section 66.1001(4)(c) of Wisconsin Statutes, as modified in the manner specified on the memorandum to the Village Board dated March 25th, 2005.

SECTION 7 This ordinance shall take effect upon passage by a majority vote of the members-elect of the Village Board and publication/posting as required by law.

Adopted this 20th day of April, 2005.


David Buehn, Village President

Attest:


Doris Raditz, Village Clerk

Published/Posted on: April 25, 2005.



To: Village of Paddock Lake Village Board
From: Makela Mangrich, AICP
Date: Friday March 25, 2005
Re: Revised responses to comments received on "Near Final" Draft of Comprehensive Plan

This memorandum reflects the Village Board's desired changes to its Comprehensive Plan, based on discussions at the Public Hearing on March 16, 2005, and in response to the comments received on the "Near Final" Draft of the Village's Comprehensive Plan. I have tracked the changes the Village Board suggested I make to the original memorandum, dated March 16, 2005, so the Board can easily see what changes will be brought forward to the Final Plan.

I recommend the Village Board adopt the Comprehensive Plan at its next regularly scheduled meeting, provided it is comfortable with the following changes to the Plan. Once these changes are incorporated, VANDEWALLE & ASSOCIATES will prepare twenty (20) final copies of the adopted Plan for distribution to the required parties, and for the Village's use.

SEWRPC Letter

Comment Number	Synopsis of Their Recommendation	Vandewalle & Associates Recommendation
1a.	The Village and Town should work together to develop planned land uses within that portion of the Town of Salem located within the Village's ETJ planning area	Accept with modifications. Add to bulleted list under C.1 on Page 94 the following: "Develop planned land uses for areas of the Town within the Village's extraterritorial planning area".
1b.	Areas within the Town of Salem planned sewer service area outside primary environmental corridors should be designated for urban use on the Village plan.	Accept with modifications. The Village does not object to urban uses within the Town of Salem. However, I would recommend using the Intergovernmental Agreement as the tool to resolve land use and sewer provision issues between the Town and the Village. To that end: Modify text for g. on Page 21 and g. on Page 36 as follows "Require new urban development within 1.5 miles of the Village of Paddock Lake to be located within the Village's planned sanitary sewer service area and the Village's corporate limits. New urban development could also be permitted within the Town of Salem's sanitary sewer service area pending approval of an intergovernmental agreement between the Village and the Town." Modify the Planned Land Use Map again after negotiations on

Deleted: Modify the Planned Land Use Map so that those areas within the Town's sewer service area are designated as "urban reserve", with exact land uses determined during intergovernmental agreement negotiations between the Village and Town. ¶

Vandewalle & Associates
120 East Lakeside Street • Madison, Wisconsin 53715
608 255-3988 • 608 255-0814 Fax • va@vandewalle.com

Planning • Creating • Rebuilding

		future land uses to specify actual land use types, as described in an adopted Intergovernmental Agreement between the Town and the Village.
3.	Add paragraph explaining ETJ boundary agreement with the Village of Silver Lake to Page 14.	Accept. Add to H.1. on Page 14, before last sentence: "This is true for the Village except where the boundary overlaps with the extraterritorial area for the Village of Silver Lake and where a mutually agreed-upon boundary has been negotiated and accepted by both parties (see Map 1 and Page 91)."
4a.	Modify environmental corridor definition to better reflect SEWRPC's definition.	Accept as suggested.
4b.	Show environmental corridors as a solid color on Map 4	Decline with caveat. Environmental corridors are shown as hatched to reflect the underlying planned land use category. I recommend modifying the hatch marks slightly to make their representation on the map finer grained.
5a.	Modify discrepancy between land use categories on Map 3 and those listed on page 29 of Plan.	Accept as suggested.
5b.	Revise definition of "wetland" and "woodland" on page 29	Accept as suggested.
6.	Resolve issue of detailed neighborhood planning for areas located in both the Town and Village planning areas through intergovernmental agreement negotiations	Agree. Add to bulleted list under C.1 on Page 94 the following text: "Resolve conflicts between Town of Salem neighborhood plans for areas located in the Village's planned growth areas to ensure efficient planning for both jurisdictions".
7.	Add a density range for "mixed residential" and "planned neighborhood" land use categories to pages 38 and 39.	Accept. Add to "Mixed Residential", before last sentence: "Densities may range from 6 to 14 units per acre, although exact densities and height limits will be determined through zoning standards". Add to "Planned Neighborhood" after last sentence of second paragraph: "Housing densities are designed to be variable within each of these Planned Neighborhoods, with some lower density homes (3-4 units per acre) as well as higher density housing units, such as those described for the "mixed residential" land use category. However, the overall net density of these Planned Neighborhoods should <u>not exceed</u> the densities found within the existing Village neighborhoods, typically between 4 and 5 units per acre."
8.	Add language regarding the future modifications of the Village's sewer	Accept. Add language to page 37, after f. as follows: "Work with SEWRPC and WDNR to modify the Village Sanitary Sewer Service Area to be fully consistent with the planned land

Deleted: be roughly equivalent to

Deleted: 03/25/05

	service area	use recommendations shown on Map 4."
9a.	Update floodplain recommendations to reflect recent updates and refinement by SEWRPC in the Des Plaines Watershed Plan.	<p>Accept.</p> <p>Remove parenthetical on Map 2 for floodplains.</p> <p>Modify Floodplains paragraph on page 19 to read as follows: "In Wisconsin, floods are one of the most common types of natural disasters and each year Wisconsin communities suffer millions of dollars in flood damages. The Federal Emergency Management Agency (FEMA) designated floodplain areas in the State. SEWRPC recently updated and refined floodplain mapping for the entire Des Plaines River watershed, which includes much of the Village and its ETJ. Floodplains are areas...Although the Village does not have floodplain zoning, it intends to adopt the floodplain boundaries described in the Des Plaines River Plan and floodplain zoning to limit development in floodplains."</p> <p>Also, add this recommendation to Figure 32: Implementation Actions, under "Ordinances" on Page 98 of the Plan.</p>
9b.	Adopt Des Plaines River Watershed Plan, the floodplain mapping embodied in it, and floodplain zoning regulations	<p>Accept, with caveat. Add a recommendation on page 22 to wit:</p> <p>"Adopt the "Comprehensive Plan for the Des Plaines River Watershed" and move forward with floodplain zoning. The Village intends to adopt the SEWRPC plan entitled "A Comprehensive Plan for the Des Plaines River Watershed" by ordinance with the following exception. The Village intends to exclude the paragraph on page 591 of Part Two regarding the Village and Town of Bristol investigating consolidation of sewage treatment facilities. The Village intends to update their zoning map and ordinance to correspond to recommendations made in the Plan regarding their floodplains zoning regulations and mapping to help prevent incompatible development within the floodplain areas in the future."</p>
9c.	Add entire extent of floodplain mapping on Map 2.	Accept, provided it is digitally available. Recommend Vandewalle & Associates requests these data for inclusion.
10a.	Add planned arterial highways to Planned Land Use Map	Accept.
10b.	Add/correct highway names on Map 4.	Accept. Recommend we add all those mentioned, except CTH SA, which is off the map.
10c.	Modify the last paragraph on page 50 to reflect more updated information regarding SEWRPC's <u>A Regional Transportation System Plan for Southeastern Wisconsin</u>	Accept. Recommend we add language as specified.

Deleted: typically

Deleted: ,

Deleted: although

Deleted: 03/25/05

	2020	
11.	Add recommended bikeways along CTH K and Des Plains River.	Accept. Recommend we add those planned facilities to Map 4.
12.	Incorporate recommendations of <u>A Regional Natural Areas and Critical Species Habitat Protection and Management Plan for Southeastern Wisconsin</u> in text and map form.	<p>Accept as follows:</p> <p>Add language to "Rare Species Occurrences" paragraph on page 20 that mentions Silver Lake as supporting state-designated threatened or endangered fish species, and Hooker, Montgomery, and Paddock Lake, Brighton Creek and Salem Branch supporting state-designated special concern fish species. Also mention presence of Blanchard's cricket frog habitat area northeast of the existing Village limits at the intersection of the four Towns. Also reference SEWRPC's natural areas plan at end of paragraph.</p> <p>Include a separate section entitled "Natural Areas" after "Ecological Landscapes" paragraph and include a description of the four natural areas and current plans to acquire additional property in each area.</p> <p>Identify the location of these four natural areas, the habitat area for the Blanchard's Cricket Frog and the water bodies supporting state designated endangered or threatened fish species, and special concern fish species on Map 2.</p>
Enclosure	See document	<p>Accept all suggested revisions except the following:</p> <p><u>Page 17</u>: I do not recommend adding A-1 zoning to Map 2 since this is an existing natural features map, not intended to address zoning designations.</p> <p><u>Pages 21 and 36</u>: I would recommend the language be as I stated it in 1b, above.</p> <p><u>Map of Planned Land Uses (Map 4)</u>: General industrial actually includes landfills and quarries, so the legend is correct as is.</p> <p>Page 94: I recommend C.1 read: "Limit development in areas outside the Village's planned sanitary sewer service area and outside the Town's sanitary sewer service area and within the Villages ETJ."</p>

Deleted: 03/25/05

Kenosha County Letter

Comment Number	Synopsis of Their Recommendation	Vandewalle & Associates Recommendation
1. and 2.	No recommended action	N/A
3.	Resolve Town of Salem neighborhood planning and their overlap into the Village's planned growth areas through an intergovernmental agreement.	Accept change. Already addressed in SEWRPC's recommendation 6 above.
4.	Adopt the Des Plaines River Watershed Plan and corresponding floodplain mapping. Use to create floodplain zoning standards.	Accept change. Already addressed in SEWRPC's recommendations 9a and 9b above.

Town of Salem (Meehan & Company) Letter

Comment Number	Synopsis of Their Comment/Recommendation	Vandewalle & Associates Response/Recommendation
1.	Feels that the 2.9% population growth is too high, and mentions it is inconsistent with SEWRPC's assumptions for the 2020 regional land use plan.	No change recommended. We recognize that this is inconsistent, but we feel the 2.9% population projection, which is what the Village actually experienced between 1990 and 2000 is the most probable. The Village intentionally used the higher growth rate to be prepared for the growth should it occur, as opposed to underestimating growth and not being prepared for it. There is no requirement for the Village to adopt State or SEWRPC growth projections.
2.	Reminds the Village of the survey results indicating 78.4% felt the Village should try to limit new housing development.	No change recommended. This was an issue throughout the planning process. The Village residents do not necessarily want to encourage growth and development, but the Village should be prepared to manage and shape the growth that occurs, and an important first step in that is to map growth areas on a planned land use map. In addition, it should be noted that the Planned Neighborhoods shown on Map 4 are not entirely residential, but include some commercial development, as well.
3.	Address how development will occur within the sewer service areas within the Town.	Accept change. This has been addressed already in SEWRPC's comments (see 1b)
4.	Appears that too much development is planned	No change recommended. We recognize that there is a large amount of land shown on the Planned Land Use Map. The reason for this is to accommodate projected urban growth, account for market realities that do not always allow a willing

Deleted: 03/25/05

		seller and willing buyer of land to be available at the same time, and to position the Village so that it is ready to accommodate growth over a potentially 20-40 year timeframe. Moreover, on page 37, the Plan recommends careful consideration of the timing of the Plan to ensure well-planned growth phasing.
5.	Should identify conflicts between Town and Village land use plans, and describe processes to resolve such conflicts, per State Statutes.	<p>Accept change. I recommend we add the following language to page 92, after the first sentence: "The Town has an adopted land use plan (amended in 1999) that recommends urban development within the Town's sewer service area, but within the Village's 1.5-mile ETJ area. Map 4 of this Plan identifies some areas within the Town of Salem's sewer service area as eventually becoming part of the Village, and some areas (generally south of CTH AH) as "urban reserve", intended for urban development. The Village intends to resolve the discrepancies between the Town's adopted land use plan and Map 4 of this Plan through an intergovernmental agreement. The Village has adopted a resolution formally stating their desire to and authorizing the Village's officials and staff to pursue such an agreement with the Town."</p> <p>I also recommend the beginning of recommendation C.1. on page 94 read as follows: "Attempt in earnest to enter into an intergovernmental agreement with the Town of Salem. Due to the conflicts between the Town's adopted land use plan and Map 4 of this Plan, and a variety of related conflicts, the Village intends to enter into negotiations with the Town to adopt a lasting intergovernmental agreement that will work to the benefit of both jurisdictions. The intergovernmental agreement should accomplish the following objectives:..."</p>
6.	Take into account the Town's various neighborhood area delineations and the Town's neighborhood plans that have been prepared.	Accept change. This has been addressed in SEWRPC's comments (see 6), although I should add that the Village was not included in the detailed neighborhood planning, and my requests to see such plans were not denied during the Village's comprehensive planning process. In addition, the Village invited the Town to, and then scheduled and funded the staffing of an intergovernmental discussion with the Town of Salem to discuss such issues in October 2004 and there was not a single representative from the Town who attended.
7.	Take into account the Town's typical 20,000 square-foot lot minimum area requirement.	No change recommended. I would not recommend increasing the minimum lot size to almost a half-acre in size. I would define half-acre lots as low-density residential development, which is by and large undesirable in a sewer subdivision to be built to urban standards. A 16,000 square-foot lot size minimum is appropriate, generous, and adequate to accommodate the style of development desired within the Village.
8.	Identify new park sites on Map 4.	No change recommended. The Village will be updating its Comprehensive Outdoor Recreation Plan in 2005-2006 at which time it will identify future park sites and facilities needed

Deleted: 03/25/05

		for each.
9.	Identify and specifically address existing conflicts and processes to be used to resolve each of those existing conflicts.	Accept change per bullet point 5. above
10.	Change date for pursuing an intergovernmental agreement from 2007 to 2005.	Accept change as stated.

Town of Salem (Kaempfer & Associates) Letter

Comment Number	Synopsis of Their Recommendation	Vandewalle & Associates Recommendation
1	Update municipal boundaries for Village.	I recommend we double-check that all municipal boundaries are correct at the time of Plan adoption.
2	Clarify distinction between the Town's sewer service area and the Town's Utility District.	Change recommended.
3.	Recommend Village adopt Town land use plan and zoning regulations within Town of Salem Sewer Service Area, and vice-versa.	<p>Change not recommended. While we understand the absolute necessity of ensuring adequate capacity of the wastewater management system to accommodate new development, it is not in the Village's best interest to adopt at this time Town land use plans nor its zoning regulations for areas within the Town of Salem's sewer service area. The Village should, however, work out land uses and densities with the Town during intergovernmental agreement negotiations.</p> <p>That said, this important issue should be addressed in the Plan. I recommend adding the following language to page 58, after the last sentence: "The Town of Salem is in the process of preparing a wastewater management plan as this Plan is being adopted. The wastewater management plan includes areas within the Village's planned growth areas."</p>
4a.	Should include language to indicate a cooperative agreement will be needed for the Southwest and Southeast Growth Areas, as well as the Westside Growth Area.	<u>Add language that states: "The Village will endeavor to work out a cooperative agreement with the Town of Salem for growth areas shown on Map 4 within the Town of Salem's sewer service area."</u>
4b.	Should indicate how the Village will provide sewer service to areas of the Town located in the Village of Paddock Lake Sewer Service Area.	No change recommended. The last sentence included in 3. above is adequate.

Deleted: Future coordination is needed on issues related to development densities and land use to ensure that the Town's wastewater management planning can accurately predict and respond to future sewerage requirements of the Village's growth areas. Moreover, closer coordination will ensure the Village is able to adequately plan for sewerage requirements with the Village's current and future sewer service areas."

Deleted: Change recommended as stated.

Deleted: 03/25/05

5.	Mentions that Map 4 shows development occurring outside of both sewer service areas	As addressed in SEWRPC's comments (See 8). The Plan makes it very clear that no development will occur outside of an area designated for sewer service.
6.	Mentions that development shown on Map 4 is in conflict with the Sewer Service Area Plan and that the Village's plan recommends development in the Town be prevented.	This is addressed in SEWRPC's comments (See 1a and 1b).
7.	Mentions that the objective on page 21 is in conflict with the planned land use map that shows development in the Town of Salem Sewer Service Area.	This is addressed in SEWRPC's comments (See 1a and 1b).

Deleted: 03/25/05

Acknowledgements

Village Trustees:

Tom Lois
Gerald Sorensen
Joe Riesselmann
Art Washack
Karen Harris
Patricia Fish

Village Plan Commission:

David Buehn, Chair
Gerald Sorensen
Tom Paddock
John Sauter
Tom Arnison
Gil Lauritsen
Dan Fisher
Tim Price
Ragnar Ouwerkerk

Village Staff:

Ernest Mooney, Village Administrator
Emily Uhlenhake, Deputy Village Clerk
Tim Popanda, Building Inspector
Jeff Davison, Village Attorney

Planning and Design Assistance by:

VANDEWALLE & ASSOCIATES

Makela Mangrich, AICP, Primary Author
Greg Flisram, Principal-in-Charge
Mike Slavney, FACIP, Principal
Mark Roffers, AICP, Principal
Mary Ebeling, Planning Intern
Andrew Curtiss, Cartographer
Justin Yonker, Assistant Designer
Ellen Hall, Communications Manager
Amy Babula, Presentation Specialist

120 East Lakeside Street
Madison, WI 53715
(608) 255-3988
www.vandewalle.com

Table of Contents

Acknowledgements.....	i
I. Issues and opportunities	1
A. Purpose of this Plan	1
B. Population Trends and Forecasts.....	5
C. Demographic Trends and Forecasts.....	7
D. Household Trends and Forecasts.....	8
E. Education and Income Levels	9
F. Employment Characteristics	9
G. Results of Public Participation Efforts.....	11
H. Key Planning Issues and Opportunities.....	14
I. Overall Goals, Objectives, and Policies	16
II. Agricultural, Natural, and Cultural Resources	17
A. Agricultural Resource Inventory	17
B. Natural Resource Inventory	17
C. Agriculture and Natural Resource Goals, Objectives and Policies	21
D. Natural Resource Recommendations	22
E. Cultural Resource Inventory	25
F. Cultural Resource Goals, Objectives and Policies	26
G. Cultural Resource Recommendations	26
III. Land Use	31
A. Existing Land Use.....	31
B. Projected Land Use Supply and Demand.....	37
C. Land Use Goals, Objectives, and Policies	38
D. Planned Land Use Map Recommendations	39
E. Recommended Zoning Ordinance Changes	46
IV. Transportation	51
A. Existing Transportation Network	51
B. Transportation Goals, Objectives and Policies	54
C. Transportation Recommendations	55
V. Utilities and Community Facilities	57
A. Existing Utility and Community Facilities	57
B. Utilities and Community Facilities Goals, Objectives and Policies	62
C. Utilities and Community Facilities Recommendations	62
VI. Housing and NEIGHBORHOOD DEVELOPMENT.....	69
A. Existing Housing Framework.....	69
B. Housing and Neighborhood Development Goals, Objectives and Policies.....	71
C. Housing and Neighborhood Development Recommendations	71
VII. Economic Development.....	79
A. Existing Economic Development Framework	79
B. Economic Development Goals, Objectives and Policies.....	83
C. Economic Development Recommendations	84

VIII. Intergovernmental Cooperation	93
A. Existing Regional Framework.....	93
B. Intergovernmental Cooperation Goals, Objectives and Policies	96
C. Intergovernmental Cooperation Recommendations.....	96
IX. Implementation	99
A. Plan Adoption	99
B. Implementation Recommendations.....	99
C. Plan Monitoring, Amendments, and Update	102
D. Consistency Among Plan Elements.....	104

I. ISSUES AND OPPORTUNITIES

This chapter provides the baseline data necessary to develop a comprehensive understanding of the changes taking place in the Village. It includes population, household and employment trends and forecasts, age distribution and education levels, and employment and income characteristics.

A. Purpose of this Plan

The purpose of this plan is to update the Village's 1997 Development Plan and to bring the Village into compliance with Wisconsin's 1999 Smart Growth planning legislation. By developing a comprehensive plan and using it as a basis for land use decision-making, a community can improve its ability to guide future development.

The Village of Paddock Lake has entered an era in which land use issues are receiving increased attention from local officials and the general public. This is due to the growing realization that land use, cost of living, and quality of life are closely interrelated. Land use planning and development controls provide the best way of achieving optimum results in this relationship. In Wisconsin, the ability and commitment of local jurisdictions and metropolitan regions to implement their adopted plans varies significantly. The purpose of this document is to strengthen the ability of the Village to implement its own planning goals, and to improve its ability to coordinate its planning efforts with other jurisdictions.

The major planning themes discussed in the Plan include the following:

- Identification of areas appropriate for development and preservation over the next 20 years
- Land use types for specific areas in and close to the Village;
- Needed transportation and community facilities to serve future land uses;
- Municipal services to current and future residents including water, sewer, storm sewer, roadways, sidewalks, police, fire, recreation, and protection to the environment;
- Village development authority and annexation powers granted under State law;
- The Village's commitment to work with SEWRPC and neighboring communities in its efforts to build a better overall living environment for all of Kenosha County.

The Village of Paddock Lake recognizes that a better community can be built through the enactment of proper development controls. This *Plan* provides the direction necessary to assist the Village in future growth and expansion without jeopardizing the quality of life, economic development, and aesthetic characteristics of the community. In order to continue to provide quality services and maintain the high quality of life in the Village, this growth must occur in a logical, well-planned manner.

Plan Adoption Process

Preparation of a "comprehensive plan" is authorized under § 66.1001, Wisconsin Statutes. Before adoption, a Plan must go through a formal public hearing and review process. The Planning Commission adopts by resolution a public hearing draft of the Plan and recommends that the Village Board enact an ordinance adopting the Plan as the Village's official comprehensive plan. Following Planning Commission approval, the Village Board holds a public hearing to discuss the proposed ordinance adopting the Plan. Copies of the public hearing draft of the Plan are forwarded to a list of local and State governments for review. A Class 1 notice must precede the public hearing at least 30 days before the hearing. The notice must include a summary of the Plan and information concerning where the entire document may be inspected or obtained. The Board may then adopt the ordinance approving the Plan as the Village's official comprehensive plan.

This formal, well-publicized process facilitates broad support of plan goals and recommendations. Consideration by both the Planning Commission and Village Board assures that both bodies understand and endorse the plan's recommendations.

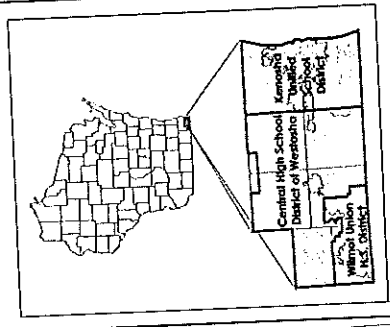
With urban and exurban development approaching from various directions, the past several years have seen a marked increase in the number and size of proposed residential developments in the Village. With this new growth, a host of development-related issues confront the Village and its neighboring communities. These issues are outlined in Section H: Key Planning Issues and Opportunities.

This Plan will act as a guide for identifying the type, location, and density of that development based on community goals, the carrying capacity of local land and infrastructure, and other measures of sound land use planning. The Plan provides the Village with a road map that builds on past successes and provides tools to create a better community. It contains goals, objectives, and policies that were developed to allow the Village to expand and to meet its resident's needs well into the future.

The remainder of this Comprehensive Plan contains the required elements referenced in the State "Smart Growth" law. Each chapter begins with background information on the element (e.g., land use, transportation, economic development) followed by an outline of the Village's policy desires related to that element and ends with detailed recommendations for the element. The final chapter (Implementation) provides recommendations, strategies, and timelines to ensure the implementation of this plan.

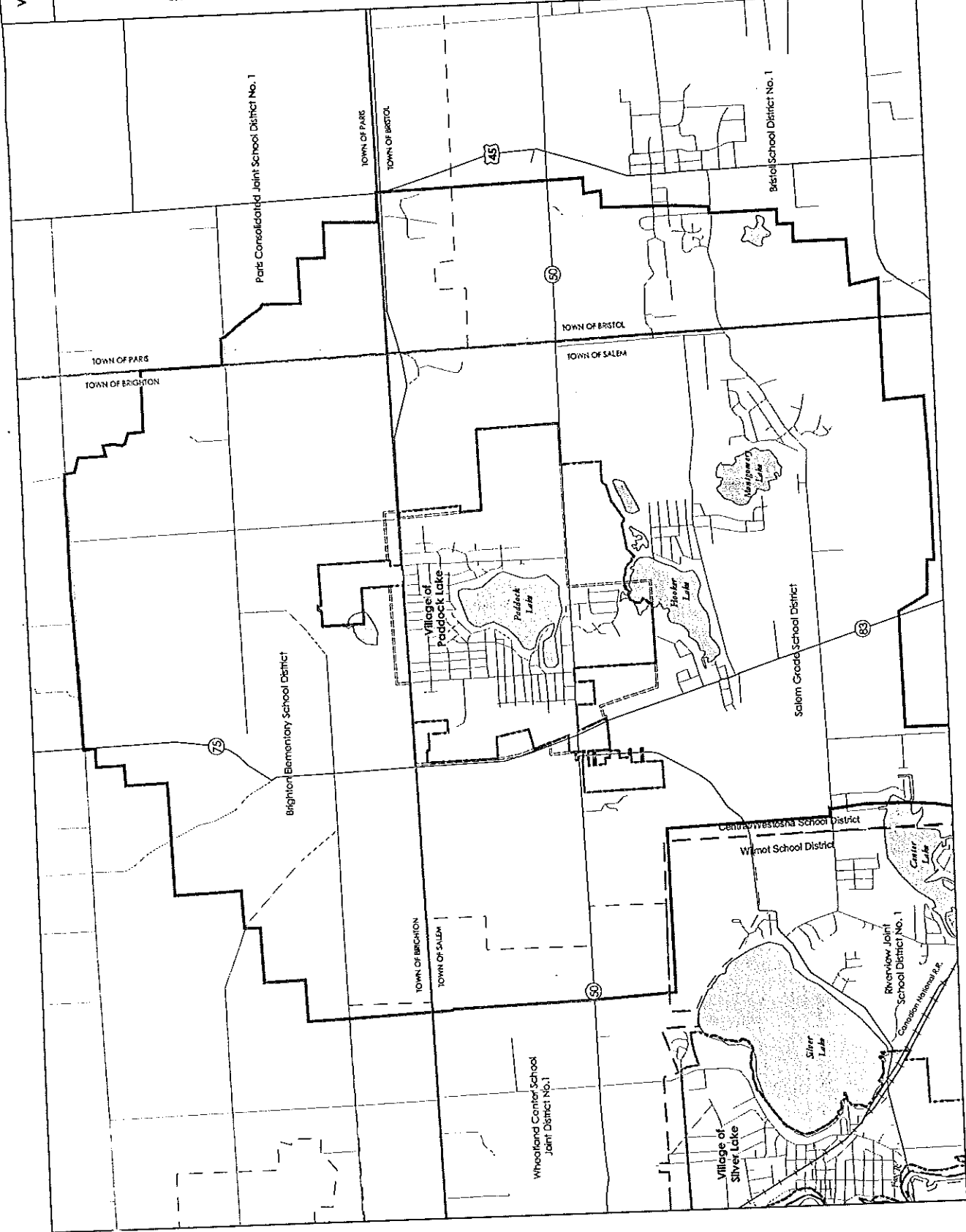
**JURISDICTIONAL
BOUNDARIES**

- Village Boundary
- Town Boundary
- Sewer Service Area
- 1.5 Mile ETJ Buffer
- School District Boundary
- Grade School District Boundary
- Road
- Rail
- Water



0 1,300 2,600 5,200 Feet

Date: May 2005
Source: US Census Bureau,
Kewaunee County, SEVER PC



B. Population Trends and Forecasts

The Village of Paddock Lake is located in western Kenosha County, west of Interstate Highway 94 (IH 94) along State Trunk Highway 50 (STH 50). The Village is located near larger metropolitan areas along the Wisconsin/Illinois border, including Chicago, Milwaukee, Kenosha, and Racine and has access to other regional highways including STH 83 and STH 75. Because of its location and excellent highway access, Paddock Lake has become a sub-regional center for employment and housing, and for educational, recreational, municipal, and transportation services. The STH 50 corridor has experienced significant commercial development during the past ten years, and Paddock Lake serves as the commercial market center for both Village residents and residents of surrounding communities.

Over the past thirty years, the Village has experienced steady population growth. Figure 1 shows the Village's census population from 1980 to 2000, and compares it to historic population growth for nearby towns and villages, Kenosha County, the seven-County SEWRPC service area, and the State. In 2000, the Village's population reached 3,012 residents according to the United States Bureau of the Census.

Much of this growth can be attributed to in-migration. According to 2000 census data, about 18 percent of the Village population resided somewhere else in the County in 1995, about 19 percent resided in a different County in Wisconsin, and 12 percent lived in a different State. These numbers are similar to in-migration rates for the towns of Salem and Bristol, the Village of Silver Lake, and Kenosha County.

The Village's growth rate between 1990 and 2000 was about 33 percent, greater than most of the surrounding towns and the County, except the Town of Salem, which experienced an increase of 2,725 persons, corresponding to a 38.1% increase in that decade. All of the jurisdictions included in Figure 1 significantly outpaced regional (SEWRPC) and statewide growth. The Village of Paddock Lake 2003 population estimate, prepared by the Department of Administration (DOA), was 3,076 persons.

Figure 1: Population Trends, 1980 - 2000

	1980	1990	2000	Pop. Change (1990-2000)	% Change (1990-2000)
Village of Paddock Lake	2,207	2,262	3,012	750	33.2
Town of Salem	6,292	7,146	9,871	2,725	38.1
Town of Bristol	3,599	3,968	4,538	570	14.4
Village of Silver Lake	1,077	1,210	1,598	388	32.1
Kenosha County	123,137	128,181	149,577	21,396	16.7
SEWRPC	1,764,919	1,810,364	1,932,908	122,544	6.8
Wisconsin	4,705,767	4,891,769	5,363,675	471,906	9.6

Sources: U.S. Census of Population and Housing, 1970 - 2000

Figure 2 shows the Village's projected population in five-year increments over the next 25 years based on forecasts prepared by DOA in 2003. Forecasts for neighboring communities, the County, and the State are also shown. According to these forecasts, the Village's population is projected to grow to 3,692 residents by 2020. Strong growth is forecast for the entire County during this period.

Expansion of the nearby metropolitan areas is driving much of this growth. Chicago's commuter rail system, METRA, now extends into the City of Kenosha, which is considered part of the greater Chicago region as reflected in its inclusion in the Chicago Metropolitan Statistical Area (MSA). It also goes to the Village of Antioch. Many people from the surrounding area, including some from the Village of Paddock Lake, drive to Antioch to take the METRA to Chicago. This is a transportation facility that has and will continue to place strong development and growth demands on the Village of Paddock and surrounding towns.

Figure 2: DOA Population Forecasts, 2005 - 2025

	2005	2010	2015	2020	2025	Pop. Change (2005-2025)	% Change (2005-2025)
Village of Paddock Lake	3,196	3,363	3,534	3,708	3,890	694	21.7%
Town of Salem	10,997	12,083	13,183	14,293	15,435	4,438	40.4%
Town of Bristol	4,779	5,012	5,251	5,493	5,748	969	20.3%
Village of Silver Lake	2,511	2,671	2,835	3,001	3,173	662	26.4%
Kenosha County	157,935	165,678	173,624	181,693	190,145	32,210	20.4%
SEWRPC	1,987,292	2,040,120	2,098,454	2,155,492	2,201,586	214,294	10.8%
Wisconsin	5,563,896	5,751,470	5,931,386	6,110,878	6,274,867	710,971	12.8%

Source: Wisconsin Department of Administration, 2004

According to Wisconsin DOA projections, Kenosha County will grow by about 20 percent over the next 20 years, and the Town of Salem will grow by 40 percent (the 6th fastest growing community in the State). Paddock Lake's projected growth is expected to be about 22 percent, or about 700 new residents. Over 700 new residents moved to Paddock Lake in only ten years of the 1990's, so the DOA projection of less than 700 persons over a twenty year period is rather low.

The DOA expects the Town of Salem to grow by twice the rate of the Village. As a public policy decision, growth and development in this area should be focused on cities and villages that can serve urban development with public utilities and not in rural towns that may or may not be able to serve urban development patterns. In addition, if the growth in the Town of Salem restricts the Village's ability to grow by "ringing" the Village with development, the Village risks losing its ability to grow in the future. Without that "elasticity", the Village center risks not being able to tap a broader tax base and therefore are better financed to address local problems and reinvest in the community.

For these reasons, this Plan rejects the DOA projections for the Village of Paddock Lake. The Village expects to continue to grow at approximately the same rate as it did between 1990 and 2000, and recognizes the high probability that it could grow even faster.

Figure 3: Village Population Forecasts, 2000 - 2025

Growth Rate Assumption	2000	2025
DOA Growth Rate (1.0% Annually)	3,012	3,708
1980 to 2000 Growth Rate (1.6% Annually)	3,012	4,253
1990 to 2000 Growth Rate (2.9% Annually)	3,012	6,163

As shown in Figure 3, the DOA projection is quite low and represents a 1% average annual growth rate, which is less than the 1980 to 2000 rate and the 1990 to 2000 rate. The 1980 to 2000 growth rate represents 1.6% annual average growth. The scenario that is most likely corresponds to a continuation of the 1990 to 2000 growth rate, which is 2.9% annual average growth. This scenario projects the population of the Village to more than double between 2000 and 2025.

The forecasts presented in Figure 3 will be useful for long-term Village land use, housing, and community facility planning; but the limitations of these projections should be recognized. Although actual future population will depend on larger social and economic forces, market trends, attitudes toward growth, and development regulations. To account for such variability, the Planned Land Use Map (Map 4) shows sufficient land

to accommodate the 1990 to 2000 population growth scenario. This scenario is consistent with previous Village planning efforts, including the 2020 Facilities Plan adopted in 1997 to address wastewater treatment capacity.

C. Demographic Trends and Forecasts

The Village's changing age structure has important implications for education, service, housing and transportation needs. Overall, the population in Paddock Lake has remained fairly young – only 8 percent of the population is over 65 years old. Approximately 30 percent of the Village's population is under 18. This is also true of many of the surrounding towns, suggesting this area supports younger families. In 1980, the percent of school age kids (under age 18) living in Paddock Lake was 28 percent, which is about the same proportion reported in the 2000 census. The Village's median age has increased during the past two decades, increasing from 27.4 years of age in 1980 to 34.5 years of age in 2000, which is about the same as the County and slightly younger than the State average. Given trends over the past 20 years, the Village will probably continue to attract working-age residents. Figure 4 compares the Village's age and sex distribution in 2000 with the County and State.

Figure 4: Age and Gender Distribution, 2000

	Median Age	% under 18	% over 65	% Female
Village of Paddock Lake	34.5	29.9	8.0	48.7
Town of Salem	34.9	29.6	8.2	49.3
Town of Bristol	38.6	25.9	12.5	50.8
Village of Silver Lake	35.0	30.5	10.1	49.8
Kenosha County	34.8	27.1	11.5	50.4
Wisconsin	36.0	25.5	13.1	50.6

Source: U.S. Census of Population and Housing, 2000

Between 2000 and 2020, Kenosha County's age demographics are expected to change. The number of working-age people (20-64) and retirees (65+) is expected to increase steadily over the planning period. The number of people in younger age groups (under 19) and is expected to increase more slowly (See Figure 5). The Village will likely see similar patterns of increasingly older residents, and fewer younger people. This projected change in age demographics has important planning implications for the future, and may help the Village determine the appropriate time to begin planning for additional schools and senior housing.

Figure 5: Kenosha County Age Cohort Forecasts, 2000 to 2020

	Under 5	5 - 19	20-64	65+
2000	10,367	34,572	87,469	17,169
2005	11,040	34,952	94,780	17,163
2010	11,411	34,659	101,698	17,910
2015	12,239	34,261	107,389	19,735
2020	12,638	35,971	110,458	22,626
% Change 2000 - 2020	21.9	4.1	26.3	31.8

Source: Wisconsin Department of Administration, 2003

D. Household Trends and Forecasts

Figure 6 compares selected household characteristics for Paddock Lake with the County and State. The Village's average household size was higher than both comparable populations. The Village's average household size dropped from 2.99 in 1990 to 2.84 in 2000. Despite this drop, Paddock Lake has a larger household size than adjacent communities. Because the Village's average household size has declined over the past 30 years, and because this trend parallels that of state and national trends, it seems likely that it will continue to shrink over the planning period.

Figure 6: Household Characteristic Comparisons - 2000

	Total Housing Units	Total Households	Average Household Size	% Single-person household
Village of Paddock Lake	1,185	1,056	2.84	17.9
Town of Salem	3,939	3,529	2.79	18.8
Town of Bristol	1,818	1,715	2.65	22.3
Village of Silver Lake	964	876	2.67	23.9
Kenosha County	59,989	56,057	2.60	25.5
Wisconsin	2,321,144	2,084,544	2.50	26.8

Source: U.S. Census of Population and Housing, 2000

Assuming 2.9% average annual population growth and declining household size trends from 1990-2000 continue, the Village can expect to see an increase of 1,243 households over the next 20 years, which represents a little more than a doubling of current households in the Village. The Town of Salem, according to Department of Administration household projections, is expected to add 1,888 new households over the same time period, which may affect community services such as schools, within Paddock Lake. More information on household characteristics for Paddock Lake can be found in Chapter 6, Housing and Neighborhood Development.

Figure 7: Household Projections, 2005-2025

	Households		Projected Households				Change
	2000	2005	2010	2015	2020	2025	2005-2025
Village of Paddock Lake*	1,056	1,237	1,448	1,695	1,978	2,299	1,243
Town of Salem**	3,529	3,987	4,453	4,922	5,401	5,875	1,888
Town of Bristol**	1,715	1,832	1,953	2,072	2,195	2,313	481
Village of Silver Lake**	876	953	1,030	1,108	1,187	1,265	312
Kenosha County**	56,057	59,956	63,897	67,870	71,944	75,788	15,832

Source: *Assumes 2.9% population growth, which corresponds to 1990 to 2000 growth rates. **Projections from Wisconsin Department of Administration, 2004

E. Education and Income Levels

Educational attainment is the highest degree or level of school completed, and is a variable used to assess a community's labor force potential. Educational attainment differs by ethnicity, access to higher education, employer expectations and socioeconomic status. According to 2000 census data, almost 81 percent of the Village's population age 25 and older attained a high school-level education. For comparison, the high school graduation rate for County was 83.5 percent and for the State it was about 85 percent. Approximately 14 percent of this same age group in the Village had attained a college level education (bachelor's degree or higher).

Another measure of a community's economic well-being is median household income. According to 2000 census data, the Village's median household income was \$53,382 in 1999. For comparison, the median household income reported for the entire County in 1999 was \$46,970 and statewide it was \$43,791. The Village's per capita income was \$20,621 in 1999. According to the 2000 census, about 33 persons age 15 or over (10.4 percent) were living below the poverty level. More information on the Village's income characteristics is provided in Chapter Seven: Economic Development.

F. Employment Characteristics

The proximity of Paddock Lake to urban centers such as the Cities of Kenosha, Racine, Milwaukee, and suburban Chicago provides a wide variety of employment opportunities for Paddock Lake residents. The majority of employed Village residents are between the ages of 30 and 54, with slightly more men than women in the labor force. There are quite a few workers under 30 as well (See Figure 8).

Perhaps a more interesting look at employment patterns can be seen in Figure 9, which shows persons who are not in the labor force. More women than men between the ages of 30 and 54 are opting out of the work force, suggesting that women are choosing work inside the home in those years or other work that is not categorized as "employment". This is typically related to at-home parenting. Likewise, more women than men are not in the workforce past retirement age, reflecting the trend for women to live longer than men, but also suggesting that more older men than women choose to continue to be employed after retirement age.

Figure 8: Persons in Labor Force in the Village, 2000

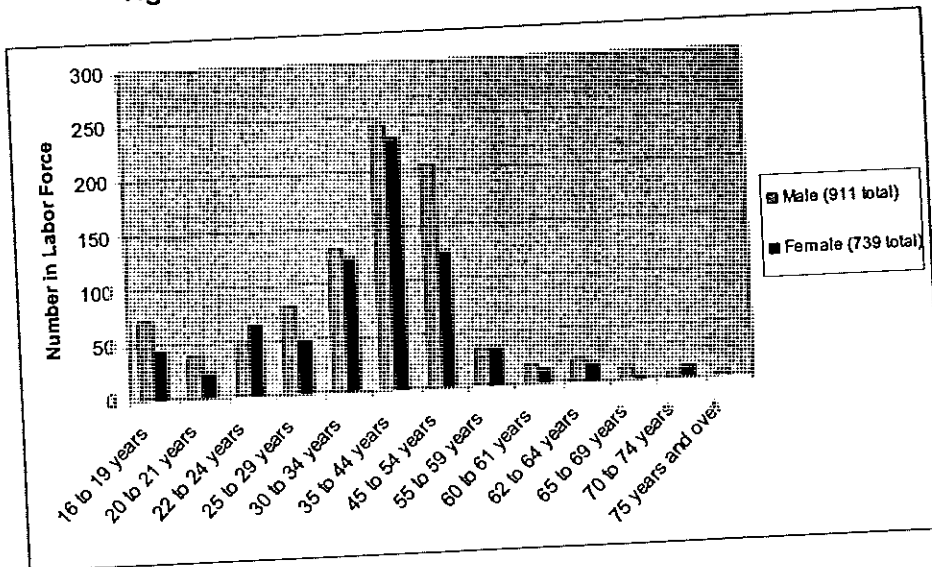
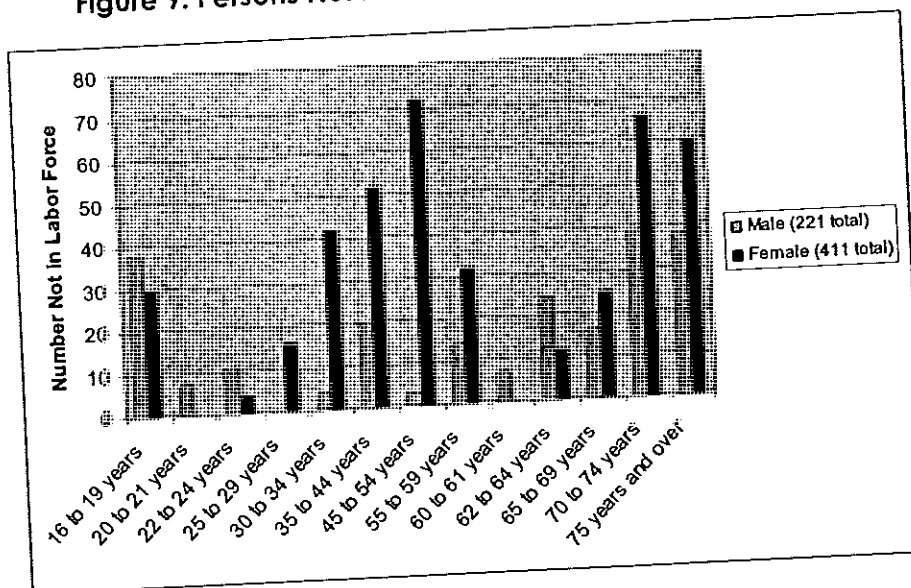


Figure 9: Persons Not in Labor Force in the Village, 2000



The largest proportion of the 1,608 employed persons living in Paddock Lake were employed in the manufacturing sector (25 percent), followed by the education, health and social services sectors, which made up 17 percent of the labor force. Many of the local residents holding jobs within these sectors travel outside of Paddock Lake for work.

More information on the Village's employment characteristics is provided in Chapter Seven: Economic Development.

G. Results of Public Participation Efforts

The Village of Paddock Lake has embarked on several public participation events to involve and educate public officials and private citizens in the comprehensive planning process. The following is a summary of these efforts, which will be used to guide the more detailed recommendations of this comprehensive plan.

1. Public Participation Plan

In January 2004, the Village Board adopted its Public Participation Strategy and Procedures. This plan was developed to assure that citizens had a variety of opportunities and methods for receiving information about and having input into the Village's planning process and planning related issues.

2. Village Opinion Survey

In April 2004, the Village of Paddock Lake participated in a Village opinion survey. The purpose of the survey was to obtain input from residents and property owners on local and regional land use planning issues and their preferred approaches to addressing those issues. The survey was sent to approximately one third of Village households, and 102 were returned. This resulted in a response rate of 10.2% (a good return rate is considered to be 20%). A summary of some of the most revealing information gathered from the survey results is as follows:

- a. About 86% of the respondents indicated they were either "Very Satisfied" or "Somewhat Satisfied" with Paddock Lake as a place to live. The remainder of the respondents provided the following reasons why they were either "Somewhat Dissatisfied" or "Very Dissatisfied" with Paddock Lake as a place to live:
 - Lack of sidewalks, streetlights, city water.
 - Streets are in poor condition and are too narrow.
 - Drainage problems.
 - Lack of home and property maintenance. Upkeep of homes is not adequate. Many areas were considered unsightly, which respondents felt devalues those homes around them.
 - Our ordinances need to be enforced – burning, unauthorized vehicles, property maintenance.
 - Taxes are very high for the services offered, and people on fixed incomes.
 - Disappointed in the quality of area schools. Respondents felt that there were too many children in each class at Salem Elementary and at Central High School and that students are not getting adequate education to prepare for the future.
 - Natural beauty has not been taken care of.
 - There is a need for more "kid friendly" areas. Parks are in need of equipment and upkeep.
- b. Almost 67% of respondents felt the Village's appearance was either "Average" or "Poor".
- c. The following statements received strong support from respondents, with over 75% stating they either "Strongly Agree" or "Somewhat Agree" with them:
 - Paddock Lake should promote the preservation of farmland and open spaces.
 - Village land use policies should be strengthened to better guide growth.
 - Most new development should occur adjacent to areas that are already developed.

- The scenic beauty and rural appearance of Paddock Lake should be preserved through sign and other appearance regulations.
 - Paddock Lake should have better regulations to control the appearance and enforce clean-up of poorly maintained properties.
 - It is important to coordinate Paddock Lake's future land use plans with surrounding towns and cities.
- d. 78.4% of respondents felt the "Village of Paddock Lake should try to limit the amount of new housing development that occurs".
- e. 91% of respondents felt that it was either "Very important" or "Somewhat important" to ensure a balance in the Village's tax base.

3. Village Visioning

The Village held a Community Vision Forum in May 2004 to ensure that this Plan is based on the vision of the Village residents. The Village was responsible for publicizing and encouraging participation in the meeting. Local residents were informed of these sessions through press releases, flyers, and public service announcements on cable television. Approximately 20 people attended the Vision Forum.

Key Planning Issues Exercise

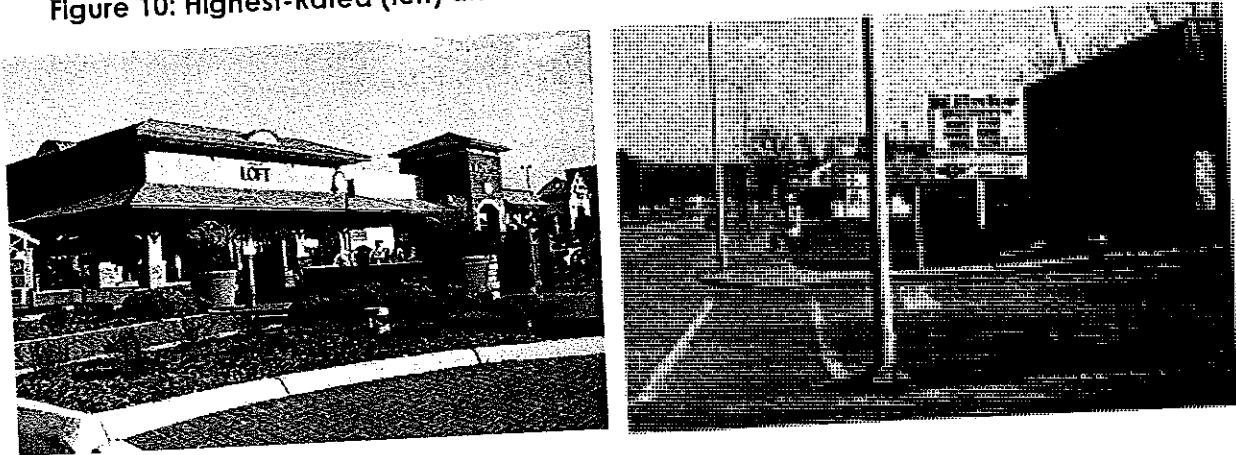
Participants were first asked to express their opinions about the region's strengths, weaknesses, opportunities and threats. Small groups then established community planning goals, or vision elements, meant to guide the comprehensive planning process. The group developed the following consensus vision statements, and then brainstormed methods for achieving the visions individually. Frequently mentioned items included the need for an intergovernmental boundary agreement, additional commercial tax base, more local jobs and light industry, better management of residential development, more trails and better access for pedestrians especially around the lake, and more green space in developments. Others mentioned concerns over traffic and growth impacts on the environment, lack of citizen support and concern, potential overcrowding at the high school, housing affordability, and increased costs for community services for new developments.

Visual Preference Survey

Forum participants also viewed a series of slides depicting images of development they would and would not like to see in the Village. They rated these images on a scale of -5 to +5, with -5 representing the least favorite image and +5 representing an image that was viewed most favorably. In general, commercial developments rated highly if they incorporated:

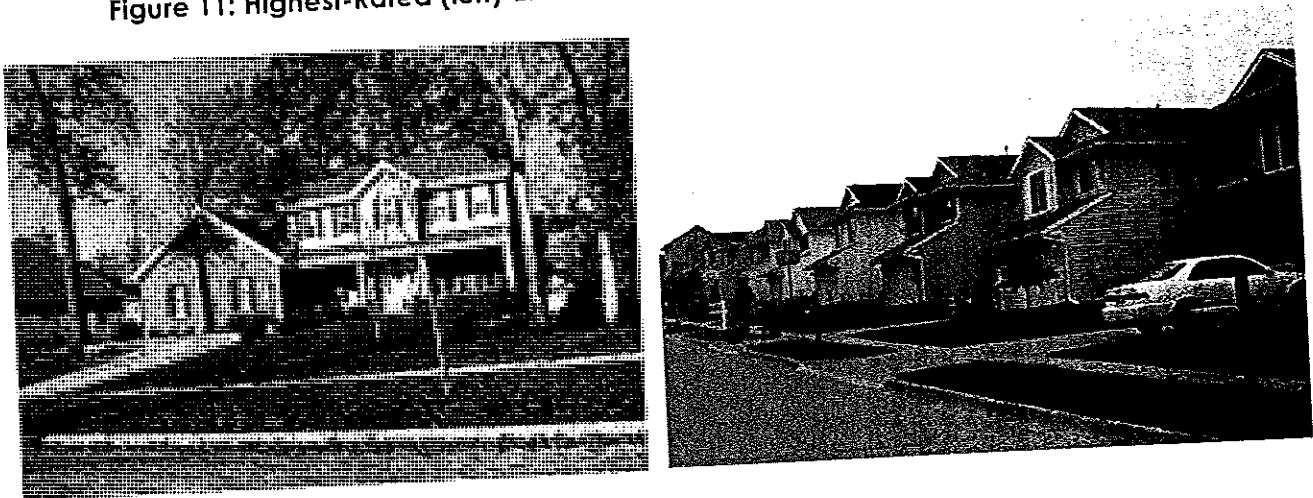
- Natural building materials, such as wood, brick or stone;
- Awnings, covered walkways, and other pedestrian amenities;
- Pitched roofs, often multi-planed with pronounced gable sections;
- 1½ to three story building appearance—with each story being of "normal" (ten to eighteen feet) height;
- Small to moderate commercial building footprint—no "mega-box" retail buildings;
- Articulated building façades (protrusions and recesses in exterior walls);
- Architectural details such as porches, arches, columns, dormer windows, and geometric design details in commercial buildings walls and windows;
- Attractive landscaping.

Figure 10: Highest-Rated (left) and Lowest-Rated (right) Commercial Images



Residential developments rated highly for many of the same reasons listed above, but no multi-family buildings scored positively, and the highest rated duplex or townhome was just 1.0 on a scale of -5 to +5. As a group, single-family residential buildings scored higher. Participants rated highest a larger home on a one-half acre lot with many trees (See Figure 11). The least popular images depicted streetscapes with similarly designed homes, and front-protruding garages.

Figure 11: Highest-Rated (left) and Lowest-Rated (right) Residential Images



4. Draft Comprehensive Plan Open House

The Village of Paddock Lake held an Open House in December, 2004 to review the Draft *Comprehensive Plan*. Approximately twenty five residents of the Village of Paddock Lake and the Town of Salem listened to a presentation on the *Plan*, discussed exhibits with Village and Consultant staff members, and asked questions about the *Plan*. Comment cards were distributed to participants, but no participant chose to return comment cards. In general, the attendees viewed the *Plan* favorably, asking questions about intergovernmental cooperation with the Town of Salem, and the Planned Land Use Map. Many people felt that the Planned Land Use Map showed an adequate amount of land to accommodate anticipated growth and development within the next twenty to twenty five years.

5. Public Hearing and "Near Final" Plan Review

The Village held a formal public hearing on the "Near Final" draft of the Village's Comprehensive Plan on March 16, 2005. Prior to this public hearing, and as part of the required State Statutes, copies of the Plan were distributed to the following entities:

- Wisconsin Department of Administration
- Wisconsin Department of Natural Resources
- Wisconsin Department of Transportation
- Town Clerks for Towns of Salem, Paris, Bristol, and Brighton
- Central High School District of Westosha
- Brighton Elementary School District
- Salem Grade School District
- The Community Library, Salem Branch
- Kenosha County Planning and Development Department
- Southeast Wisconsin Regional Planning Commission

In response, the Village received comments from Southeastern Wisconsin Regional Planning Commission (SEWRPC), Kenosha County, and the Town of Salem. These comments were well-reasoned and constructive suggestions for improvement, all of which were taken into consideration. The vast majority of the suggested changes have been incorporated into this final *Plan* document.

H. Key Planning Issues and Opportunities

The Village of Paddock Lake currently faces an array of planning opportunities and challenges. The Comprehensive Plan for the Village will assist Paddock Lake in achieving its goals by establishing a framework to plan for infrastructure needs, community character and economic development, and future housing needs. A number of important planning issues have been identified by residents and planning commissioners at the outset of the planning process, including:

- Identify and locate a new municipal water and sewer system by identifying the Village's growth shed
- Create a Village commercial center
- Identify the types of jobs desired and locate them
- Select the appropriate scale for commercial/retail development
- Consider types of development and their contribution to the community tax base
- Plan for mixed housing development
- Promote edge development that is consistent with development in the surrounding towns
- Create process for dealing with "tear downs", reconstruction and rebuilding along the lake and in the rest of the community
- Address traffic concerns on State Highway (STH) 50
- Preserve community character

1. Key Extraterritorial Area Planning Issues

Extraterritorial planning involves guiding development on the Village's periphery and on lands that may someday be annexed to the Village. According to Wisconsin Statutes, the extraterritorial jurisdiction (ETJ) boundaries for a Village may be up to one-and-a-half miles from the Village limits. This is true for the Village except where the boundary overlaps with the extraterritorial area for the Village of Silver Lake and where a mutually agreed-upon boundary already has been negotiated and accepted by both parties (See Map 1 and Page 91). The four ETJ powers available to the Village include:

- ETJ Planning: Villages may include their ETJ in planning documents adopted under Wisconsin Statutes.

- **ETJ Official Mapping:** Villages have the right to include lands in their ETJ on their Official Maps. The Official Map is a tool used to identify the location of current and planned public facilities, and can be used to prevent structures from being effected on identified sites or assure that subdivisions provide for planned facilities.
- **ETJ Land Division Review:** Villages have the ability to adopt land division/subdivision ordinance provisions to approve or deny land divisions and subdivisions within their ETJs. ETJ land division review authority may be used to require consistency with the Village's Comprehensive Plan and Official Map, ensure the proper design of the land division, and establish lot size or density standards. Construction standards (e.g. curb and gutter, sidewalk) can generally not be imposed through this power.
- **ETJ Zoning:** Villages have the ability to enact zoning authority with all or parts of their ETJs. This authority has the effect of freezing town or County zoning in the selected area for between two to three years. This provides an opportunity for the development of a joint Village/Town ETJ Committee to develop and adopt a permanent ETJ zoning ordinance and zoning map to apply to the selected area. This authority dissolves after two years, unless extended for another year by joint agreement of the Village and Town, or unless the ETJ zoning ordinance and map are adopted. If adopted, the town and village are then jointly responsible for making future zoning decision in the selected ETJ area. ETJ zoning authority is usually exercised in a cooperative way, or as a last resort if the other ETJ powers and intergovernmental discussions are ineffective and critical zoning issues arises.

This planning process identified a desire to consider an intergovernmental agreement with the Towns of Salem and Bristol. Such an agreement could:

- Identify "off limits" areas for Village annexation;
- Identify growth boundaries for the Village;
- Examine the larger regional context affecting extraterritorial planning issues;
- Identify areas needed for detailed traditional neighborhood plans—potentially to be conducted jointly with neighboring jurisdictions;
- Identify long-term rural holding areas and agricultural preservation criteria and preservation areas within the ETJ area.

2. Proximity to Metropolitan Areas

The Village of Paddock Lake's proximity to the major metropolitan areas along the western shore of Lake Michigan presents an array of planning issues and opportunities. In recent decades, this small Village, developed largely as a recreational lake area providing a retreat for working families, has become subject to growing development pressures. This pressure is largely driven by the Village's close proximity to several growing metropolitan areas and access to regional transportation facilities. Recently, the METRA extended commuter rail to the City of Kenosha and the Village of Antioch. METRA may extend the line to the Village of Silver Lake, which would increase the demand for growth in many of the surrounding jurisdictions, including the Village of Paddock Lake. As Paddock Lake continues to grow, it is necessary that the *Plan* give clear guidance to residents, developers, property owners, and elected officials on the desired type, quality, density, and location of future development.

3. Transportation

The Village of Paddock Lake is situated at the junction of STH 50 and STH 75. STH 50 provides convenient east/west access between the Village and the Village of Kenosha and STH 75 extends north/south from the Village's western boundary. In many respects, this important transportation infrastructure and the ease of access it provides has been the driver of growth for the Village. Because of its location, the Village is well positioned to take advantage of the economic opportunities these

roadways provide. However, Paddock Lake must also plan carefully to assure future development related to these highways occurs in a manner consistent with resident's vision for the Village and that transportation capacity and efficiency is not negatively affected by development. More information on transportation is included in Chapter Three: Land Use and Chapter Four: Transportation.

I. Overall Goals, Objectives, and Policies

Each chapter of this comprehensive plan includes a set of goals, objectives and policies which will provide the vision and policy guidance that the Village Plan Commission, Village Board, Village residents and land-owners, and other interested groups and individuals need to guide the future preservation and development of Paddock Lake over the next 20+ years.

Goals, objectives and policies are defined as:

- **Goals** are broad statements that express **general public priorities** about how the County should approach development issues during the next 20+ years. These goals are based on key issues, opportunities and problems that affect the community.
- **Objectives** are **more specific than goals** and are usually attainable through planning and implementation activities. The accomplishment of an objective contributes to the fulfillment of a goal.
- **Policies** are **rules or courses of action** used to ensure plan implementation and to accomplish the goals and objectives. The policies are intended to be used by decision-makers on a day to day basis.

On the following page is an overall vision and statement of goals to guide future preservation and development in the Village of Paddock Lake over the 20-year planning period. Policies and programs that forward these goals relevant to each element of this Plan are presented in subsequent chapters.

Village of Paddock Lake Overall Vision and Goals

Vision Statement

The Village of Paddock Lake will retain its community character and unique identity, and strive to maintain a high quality of life for its residents. The Village will have adequate housing, education, and employment opportunities, provide efficient and accessible local transportation facilities, encourage appropriate commercial development, and protect and preserve historical, recreational and natural resources.

Goals

1. Manage community growth, and maintain the "small town" Village identity and character.
2. Capitalize on and maintain a high quality of life, a strong civic commitment and a working economy that attracts for a variety of ages.
3. Encourage a mix of economic activities that create a sound balance of commercial and residential business for the Village.
4. Create and promote a mixed use center at the intersection of SR 52 and SR 22 as people's commercial, civic, and social activity center.
5. Protect and improve the natural resources within the Village and the surrounding area, including the wetlands, forests, and productive farmland.
6. Improve existing housing and develop new housing options to ensure a high quality of life is maintained for Village residents of all ages and income levels.
7. Provide a substantial level of quality public services that avoid placing too heavy a burden on the Village.
8. Maintain an open line of communication with nearby municipalities regarding the impact of development and its effect on addressing future growth and development.

II. AGRICULTURAL, NATURAL, AND CULTURAL RESOURCES

The Village of Paddock Lake is located in the Des Plaines River watershed, a resource rich area with abundant natural features. This chapter contains a compilation of background data, goals, objectives, policies, and recommended programs for agricultural preservation, natural resource conservation, and cultural resource protection, as required by §66.1001, Wisconsin Statutes.

A. Agricultural Resource Inventory

Agriculture has historically been an important part of the economy in the Paddock Lake area. The majority of the land in and around the Village is classified by the U.S. Department of Agriculture and SEWRPC as national prime farmland (See Map 2). Land in Paddock Lake not falling under this classification is listed as farmland of statewide significance.

Agricultural trends in Kenosha County mirror the State. Agricultural operations are moving towards fewer, but larger farms, on average. Overall, however, total farm acreages are declining in Kenosha County (Figure 12).

Figure 12: Farm Trends in Kenosha County, 1987 - 1997

	Wisconsin			Kenosha County		
	1987	1992	1997	1987	1992	1997
Number of Farms	75,131	67,959	65,602	505	420	388
Acres of Land in Farms	16,606,567	15,463,551	14,900,205	100,678	92,761	84,744
Average Size of Farms (Acres)	221	228	227	199	221	218

Source: U.S. Department of Agriculture, National Agricultural Statistics Database 2004

This trend will likely result in the gradual urbanization of some areas with good soils that surround the current urban area—particularly in areas where sanitary sewer and public water can be provided at a reasonable cost. In other areas, where the cost-effective provision of urban services is not possible or desired, long-term agricultural preservation is appropriate.

B. Natural Resource Inventory

Although the Village of Paddock Lake is fairly well developed, it is surrounded by significant open space. The surrounding patchwork of wetlands, woodlands, lakes and open space enhance the Village's high quality of life and make it a desirable location.

The natural resource base, especially the soils, slopes, wetlands, and floodplains, are critical factors in local planning decision making. Maintenance of these natural features is important for both the visual attractiveness of Paddock Lake and continued ecological integrity of the area. Knowing the location of these constraints can help the Village avoid severe developmental or environmental problems that may be difficult and costly to correct in the future. Map 2 depicts the Village's key natural resources, some of which are described in more detail below.

1. Landforms/Topography

The Village's landforms and topography were sculpted by glaciers during the Wisconsin Age. These glaciers created the gently rolling to level soils throughout the Village and the County. The terrain

within the Village is relatively flat to rolling, with elevations ranging from 750 feet above sea level to 850 feet above sea level.

2. General Soils Information

Soil suitability is a key factor in determining the best and most cost-effective locations for new development. As defined by the United States Department of Agriculture, the soils in the Village of Paddock Lake are almost exclusively in the Morley-Beecher-Ashkum association. The Morley series soils in this association are generally well or moderately drained soils consisting of a thin silt mantel underlain with clay to silty clay loam. The Beecher and Ashkum series soils are typically poorly drained and are comprised of a thin silt mantel with silty clay to silty clay loam subsoils. According to the U.S. Soil Conservation Service, all three of these soil types have severe to very severe limitations for on-site (septic) sewage disposal systems due to the slow permeability and, in the case of the Ashkum and Beecher series, the high water table. Although the Morley and Beecher series have low bearing capacity and, for the Beecher soils, seasonally a high water table, they present only moderate limitations for residential development. The Ashkum series has severe limitations for residential use due to low bearing capacity, high soil shrinking/swelling capacity, and a high water table. Of the three soil types, the Morley series is most suitable for commercial and/or light industrial uses.

3. Drainage Basins

The Village of Paddock Lake lies in the Des Plaines River Watershed, which drains Kenosha and Racine Counties in southeastern Wisconsin. The watershed is drained by approximately 69 miles of perennial rivers and streams, including the Des Plaines River and its tributaries: Jerome Creek, the Kilbourn Road Ditch, Center Creek, Brighton Creek, and the Dutch Gap Canal. This watershed flows 133 miles in a southeast direction toward the Illinois border. Within Kenosha County, the watershed serves five municipalities, including Paddock Lake.

4. Groundwater

Nearly all of the water for domestic, commercial and industrial uses in Kenosha County is supplied by groundwater. In the Village of Paddock Lake, groundwater is primarily used for domestic purposes. A recent study of the Village's groundwater shows that the quality meets primary drinking water standards. In certain locations in the Village, groundwater may have iron and manganese contents in violation of secondary drinking water standards. Both of these minerals can affect the taste of drinking water.

In general, groundwater use has increased Countywide and throughout the region as urban areas continue to grow, requiring significant quantities of water for residential, commercial, and industrial uses. This has resulted in a significant draw down of the local aquifer. To help alleviate pressure on the groundwater supply and maintain good water quality, the Village has placed a moratorium on the development of unsewered single-family residential units in its extraterritorial planning area.

5. Surface Waters

Paddock Lake is the most important surface water resource in the Village. Other significant surface waters include League Lake, north of the Village, and Hooker Lake, Salem Branch Lake and Montgomery Lake south of the Village. Hooker Lake and Paddock Lake feed into the Salem Branch tributary of the Des Plaines River. About 254 acres, almost 7 percent of the area within the Village limits, is surface water. The Village has a Shoreland Protection Overlay District to protect shore vegetation within 100 feet of the navigable waterways.

A Paddock Lake Inland Lake Protection and Rehabilitation District was formed in 1975. Lake Districts are a special-purpose unit of government formed under Chapter 33 of the Wisconsin Statutes to maintain, protect, and improve the quality of a lake and its watershed. The District may conduct a number of lake improvement activities, including:

- 1) Studying existing water-quality conditions to determine the causes of existing or expected future water-quality problems;
- 2) Controlling of aquatic organisms and algae;
- 3) Implementing lake rehabilitation techniques, including aeration, diversion, nutrient removal or inactivation, dredging, sediment covering, and drawdown;
- 4) Controlling nonpoint source pollution, and;
- 5) Creating, operating, and maintaining a water safety patrol unit.

6. Floodplains

In Wisconsin, floods are one of the most common types of natural disasters and each year Wisconsin communities suffer millions of dollars in flood damages. The Federal Emergency Management Agency (FEMA) designated floodplain areas in the State. SEWRPC recently updated and refined floodplain mapping for the entire Des Plaines River watershed, which includes much of the Village and its ETJ.

Floodplains are areas predicted to be inundated with flood waters in the 100-year storm event (e.g., a storm that has a 1% chance of happening in any given year). Development is strongly discouraged in floodplains to avoid both on-site and up- and downstream property damage. The State requires County and Village regulation of development in floodplains.

Although the Village does not have floodplain zoning, it intends to adopt the floodplain boundaries described in the Des Plaines River Plan and to adopt floodplain zoning to limit development in floodplains. In addition, it has a Shoreland Protection Overlay District which regulates development in some floodplain areas.

Map 2 shows the boundaries of mapped floodplains in the Village of Paddock Lake.

7. Wetlands

Wetlands feature prominently in the Village's landscape, comprising approximately 137 acres, or a little over 8 percent of the Village. Many of the area's wetlands are contiguous to the lakes, although some are somewhat more isolated.

These wetlands are important for aquifer recharge, groundwater and surface water quality improvement, and wildlife habitat, and serve social functions such as open space, recreation, and aesthetics. Historically, the greatest threats to wetlands in the Village have been agricultural drainage and urban development. Thousands of acres of hydric soils in the region have been drained and converted to farmland or filled for roads and urban development. All known wetland areas over 2 acres have been identified and mapped by WisDNR through its Wisconsin Wetlands Inventory, which was used to create the wetland layer on Map 2.

The Village Zoning Ordinance includes a Wetland Protection Overlay District, which restricts uses within wetlands of 5 acres or more in size. Generally, allowed uses include passive recreation, agricultural uses, and some limited construction where appropriate.

8. Woodlands

According to the 2000 SEWRPC land use inventory, approximately 85 acres, or 5 percent of the Village, are covered by woodlands. These tend to be focused on the southwest side of the Village, although there are significant stands just outside the Village limits to the east and north. Dominant forest types include oak-hickory and maple-basswood communities. Many of these woodlands have been identified as high value wildlife areas, and also serve as valuable contributors to the area's character and beauty. There is no forestland in the Village enrolled in the Managed Forest Law (MFL) program, administered by the Wisconsin Department of Natural Resources (WisDNR).

9. Hilltops and Ridgetops

Hilltops and ridgetops serve to define the horizon—and provide a “natural edge” for a community. Large structures constructed on top of them (including homes) tend to be visually prominent—especially if not blending with the area’s rural character in terms of color, material, or style. These ridgelines and landforms also serve to define cost-effective urban service area boundaries and natural separation zones between neighboring communities.

10. Rare Species Occurrences

WisDNR’s Natural Heritage Inventory program maintains data on the general location and status of rare, threatened, or endangered plant and animal species and natural communities in the State. This data is obtained through field inventory. The inventory includes data for the Town of Salem, which includes the Village of Paddock Lake. As of May 2004, there were **41 documented occurrences of rare or threatened species or communities** in areas surrounding the Village. These included two butterfly, four bird, ten fish, one frog, and thirteen plant species, and twelve natural community types.

SEWRPC’s A Regional Natural Areas and Critical Species Habitat Protection and Management Plan for Southeast Wisconsin (“The Natural Areas Plan”) also discusses rare species occurrences. This document mentions in text and map form that Silver Lake supports state-designated threatened or endangered fish species and Hooker, Montgomery and Paddock lakes, as well as Brighton Creek and Salem Branch support state-designated special concern fish species. The Natural Areas Plan also mentions the presence of Blanchard’s Cricket Frog habitat in the northeast part of the Village, at the intersection of the four Towns.

According to the WisDNR “Fact Sheets”, the fish species are endangered primarily because of an increase in turbidity (cloudiness) of the water, increased sedimentation, and water pollution from agricultural runoff. The plant species and natural community types are also imperiled because of the widespread alteration of the landscape due to increased residential development. Effective protection of a natural community will maintain populations of many native plants and animals, their interactions, and the ecological processes upon which they are dependent. More specific information on location and type of species is available from the WisDNR’s Bureau of Endangered Resources.

11. Ecological Landscapes

The Village of Paddock Lake lies in an ecological region known as the “Southern Lake Michigan Coastal Ecological Landscape.” This landscape is located in the southeastern corner of Wisconsin along Lake Michigan. The landforms in this ecological landscape are characteristic of glacial lake influence, with ridge and swale topography, clay bluffs, and lake plain along Lake Michigan. Further inland in the region of Paddock Lake, ground moraine is the dominant landform. Soils typically have a silt-loam surface overlying loamy and clayey tills.

Several rivers cross the Ecological Landscape near Lake Michigan including the Root, Des Plaines, and Pike. The Lake Michigan shoreline is an important ecological area, especially for migratory birds. The watersheds, streams, and lakes of this Ecological Landscape rank as the third most polluted, according to rankings by the Wisconsin DNR.

12. Natural Areas

The Paddock Lake area boasts a number of natural areas, which are shown on Map 2. Natural areas are designated according to their quality by WisDNR. NA-1 is the highest quality site, reflecting an area of statewide or greater significance. NA-2 sites are not quite as high quality, but still an excellent and ecologically significant site. NA-3 sites are less quality than NA-2 sites, may require some concerted management, but are still very important natural areas.

Natural areas around the Village include:

1. **Silver Lake Bog State Natural Area (NA-1):** This area remains one of the better acid bogs in the region. Few bogs of this quality occur this far south. The Silver Lake Sportsman Club and other private entities own the site. A non-profit conservation organization plans to acquire an additional 4 acres to add to this State Natural Area.
2. **Harris Marsh and Oak Woods natural area (NA-2):** This area is a large, good-quality marsh adjacent to Brighton Creek. Kenosha County has plans to acquire the remaining portions of this site as part of the Des Plaines River Parkway. Total planned acquisition is about 13 acres.
3. **Montgomery Lake natural area (NA-3):** This area is a deep and shallow cattail marsh bordering Montgomery Lake. A non-profit conservation organization plans to acquire an additional 29 acres to add to this natural area.
4. **Hooker Lake Marsh natural area (NA-3):** Located on the northwestern edge of Hooker Lake, this area is a deep and shallow cattail marsh. WisDNR has plans to acquire 3 acres adjacent to this area that comprise the remaining portions of the marsh area.

C. Agriculture and Natural Resource Goals, Objectives and Policies

Goal: Protect and enhance natural features and ecological systems in the Village's planning area.

Objectives, Policies and Programs:

- a. Preserve environmental corridor features including waterways, floodplains, wetlands, ground water recharge area, steep slopes, wildlife habitat, scenic vistas, hilltops, drumlins, and significant woodlands through the adoption and enforcement of environmental protection zoning and subdivision ordinance standards.
- b. Require environmental corridor features to be depicted on all site plans and preliminary plats in order to facilitate preservation of natural resources.
- c. Preserve productive agricultural lands from premature urban development. Recognize the value of farmland for its economic and open space benefits and its importance in maintaining safe and secure local food networks. Protect farm operations from encroaching land uses and activities that may adversely affect the capital investment in agricultural land, improvements, and equipment.
- d. Enhance the aesthetic quality of development occurring adjacent to park and open space sites.
- e. Encourage compact development patterns that minimize the "footprint" and environmental impact of new development.
- f. Work with surrounding communities and utility/sanitary districts to implement the recommendations of this *Plan* and thereby achieve an orderly, efficient development pattern that preserves natural resources and minimizes conflicts between urban and rural land uses.
- g. Require new urban development within 1 1/2 miles of the Village of Paddock Lake to be located within the Village of Paddock Lake planned sanitary sewer service area and the Village's corporate limits. New urban development could also be permitted within the Town of Salem's sanitary sewer service area pending approval of an intergovernmental agreement between the Village and the Town.
- h. Work to reduce the amount of groundcover removed during new development and to maximize the use of native plants in landscape plantings.

- i. **Protect and improve surface water quality** by supporting streambank management, natural shoreline restoration, erosion control, clean-up initiatives, proper agricultural practices, stormwater management and use of vegetated buffer areas.
- j. **Protect groundwater quality** through encouraging the clean-up of environmentally contaminated sites, monitoring and carefully revising uses that may result in contamination in the future, identifying and protecting wellhead protection areas for municipal wells, constructing on-site detention and infiltration systems to reduce non-point sources, and supporting sewer connections to existing uses with older septic systems.
- k. **Work to protect rare species and wildlife habitat areas**, such as through submittal of a "Wisconsin Natural Heritage Inventory Request Form" to WisDNR whenever a new subdivision or major development proposal is presented within a section of land where a rare species has been identified. Work to help protect rare species within the area's natural areas by considering the recommended protection measures identified for each in the regional Natural Areas Plan.
- l. **Build on the Village's natural resources**, particularly water bodies, to promote tourism and local economic development.
- m. **Support updated mapping of floodplain areas** in the future as is consistent with sound environmental practice.
- n. **Cooperate with other units of government and non-profit land conservation agencies** on preservation of natural resources which are under shared authority or cross government boundaries.
- o. **Encourage programs that help educate citizens** on the tools, programs, and incentives that protect the natural environment.

D. Natural Resource Recommendations

Expanding on the policies listed above, this section provides specific recommendations for conserving the Village's natural areas.

1. Protect Environmental Corridors

Environmental corridors are important elements of the natural resource base. They have environmental, ecological, passive recreational, stormwater management, groundwater protection and recharge, erosion control, wildlife, timber, and scenic value. Environmental corridors also have severe limitations for development; therefore, minimizing development in these areas also protects private property. The environmental corridors depicted on Map 4 show general boundaries and should be used to identify areas where new or expanded development may not be appropriate. Lands within that designation may be removed under one or more of the following circumstances:

- An updated or more detailed study reveals that the characteristic(s) which originally resulted in its designation as an environmental corridor no longer exists, never existed, or exists in a different location or configuration on the site, or
- Approvals from appropriate agencies are granted to alter a property so that the characteristic which resulted in its classification as an environmental corridor will no longer exist, or
- A mapping error has been identified.

SEWRPC has delineated those areas in Southeastern Wisconsin in which concentrations of the best remaining elements of the natural resource base occur. The protection and preservation of such areas in essentially natural, open uses is critical to maintaining both the ecological balance and natural beauty of the Region and the Village.

Identification of environmental corridors is based on the presences of one or more of the following important elements of the natural resource base:

- Lakes, rivers, and streams and their associated shoreland and floodplains
- Wetlands
- Woodlands
- Prairies
- Wildlife habitat areas
- Areas of wet, poorly drained, and organic soils, and
- Areas of rugged terrain and high-relief topography.
- The presence of elements that are closely related to the natural resource base, including parks and open space sites, historic sites, scenic viewpoints, and natural areas is also considered in the delineation of environmental corridors.

Primary environmental corridors include a wide variety of these important resource and resource-related elements and area at least 400 acres in size, two miles in length, and 200 feet in width. Secondary environmental corridors that are not connected to primary corridors are at least 100 acres in size and one mile in length (secondary corridors that link segments of the primary environmental corridor have no minimum area or length criteria). Smaller concentrations of natural resource features that have been separated physically from the environmental corridors by intensive urban or agricultural uses have also been identified. These areas, which area at least five acres in size, are referred to as isolated natural areas.

Existing development and farming uses should be allowed to continue within mapped environmental corridors, but some improvements may be limited by the creation of underlying floodplain zoning regulations. New buildings that do not replace old buildings and significant expansions to existing building footprints should generally be discouraged, particularly where other, more appropriate building sites are available on the same parcel outside the environmental corridor. Sensitivity to surrounding natural resources should be the guiding principal when reviewing the appropriateness of development in mapped environmental corridors.

2. Protect Water Quality

Surface water is an important natural resource that should be protected. Paddock Lake and the surrounding wetlands are the central features of the Village and its key natural resources. The Village may wish to participate and cooperate with the lake associations and districts, the Town of Salem, WisDNR, Kenosha County, and other neighboring communities, such as the Town of Brighton, to develop and implement strategies to protect its "shared resources" – such as Paddock Lake, League Lake, Hooker Lake, Montgomery Lake, Brighton Creek and the Des Plaines River. The Village and the above organizations and governments may also wish to explore additional recreational and access opportunities.

The Village should also stay informed on program and funding opportunities through the WisDNR for river and lake management. One such grant program is the **Lake Protection Grant program**, which is available to improve quality of lakes and their ecosystems. Potential protection mechanisms that this grant could fund include purchase of land or easements, wetland restoration, development of local regulations to protect water quality, and other lake improvement activities. Other sources of funding, including Community Conservation Aids, Lake Management Planning Grants, and Local Water Quality Management Planning Aids are also available to the Village or lake organizations.

To protect groundwater resources, the following efforts are recommended:

- Avoid new private wells within 1/4 mile of closed landfills or other potential sources of groundwater contamination and encourage private well owners within this distance to hook up to Village water. To protect drinking water quality and public health and safety, the

WisDNR requires a separation of 1,200 feet (a little less than ¼ mile) between closed landfills and nearby private water supply wells. There are two closed remediation sites, five gas stations, the wastewater treatment plant, and a cemetery in and around the Village where new well construction should be avoided. These areas are mapped in the Water Supply and Distribution System West Side Master Plan. The Village could discourage additional private wells within these areas by providing municipal water to any planned development in this area. It could also begin a retrofit for residents using private wells within the 1,200 foot buffer to ensure there is a schedule for them to hook into the Village's water supply.

- **Develop and implement a wellhead protection plan for the Village's municipal wells.** Protection of groundwater is particularly important in recharge areas for the Village's municipal wells. The Village should strongly consider preparing a wellhead protection plan for the two existing municipal wells, particularly as lands develop to the east of the wells. This type of plan would analyze geologic and groundwater conditions in the areas of the wells, identify specific wellhead protection areas around the wells based on this analysis, and propose specific strategies to protect the quality and ensure the quantity of groundwater in these areas. These strategies may then be implemented through local zoning rules and other approaches to minimize the chances for contamination and maintain the infiltration of clean surface water into the groundwater.
 - **Adopt an overlay zoning district for the wellhead protection areas identified in the wellhead protection plan.** Use this overlay zoning district to ensure the careful review of new development proposals in wellhead protection areas and in other areas susceptible to groundwater contamination. The northeast portion of the Village and lands along the Village's southern border east of Hooker Lake are considered highly susceptible to contamination. The Village should carefully review proposals in this area, and consider limits on those uses that have higher probabilities of emitting pollutants into the soil or groundwater. These include uses such as additional gas stations or other uses that store fuel or other potential contaminants. Where such new uses are allowed, the Village should require that the business prepare and implement a spill prevention and control plan. The Village may also wish to work with existing business owners on plans to maximize the potential and severity of spills that may otherwise cause future contamination.
 - **Remain informed and involved in decisions pertaining to high-capacity wells.** Permits for high capacity wells (those withdrawing more than 100,000 gallons per day) must be registered with and permitted by WisDNR. The DNR will not approve wells that impair public water utility supplies. Wells drawing more than 2 million gallons per day are evaluated in terms of whether they impair public water rights or future water use plans, or if they have adverse groundwater effects. The DNR also has authority to deny a request for a high-capacity well should it assess the environmental impacts as significant to outweigh the benefit. Should potential new sites be proposed in the Paddock Lake area, the Village should remain informed and involved in any WisDNR decisions. Village involvement in this process is particularly important, given the strain on the local aquifer. One way to stay involved in through regular communication and providing public comment during Environmental Impact Statement review periods.
3. **"Adopt the "Comprehensive Plan for the Des Plaines River Watershed" and move forward with floodplain zoning.**
- The Village intends to adopt the SEWRPC plan entitled "A Comprehensive Plan for the Des Plaines River Watershed" by ordinance with the following exception. The Village intends to exclude the paragraph on page 591 of Part Two regarding the Village and Town of Bristol investigating consolidation of sewage treatment facilities. The Village intends to update their zoning map and ordinance to correspond to recommendations made in the Plan regarding their floodplains zoning regulations and mapping to help prevent incompatible development within the floodplain areas in the future.

4. Protect Rare Species and Wildlife Habitat Areas

Not only does protecting wildlife habitat benefit the environment, but it enhances the quality of residents' lives, preserves rural character, increases pride and stewardship in private land ownership, and enhances recreation and tourism. Preserving habitat and protecting rare species at the local level may also minimize the potential that a species will officially become "threatened" or "endangered," requiring federal intervention under the Endangered Species Act.

The WisDNR—Bureau of Endangered Resources maintains a database entitled the Wisconsin Natural Heritage Inventory (NHI). Rare species have been identified in several sections of the Village where new development is planned. Because rare species are vulnerable to collection and intentional destruction, the exact locations and type of rare species is not made readily accessible. However, this data is available through submittal of a "Wisconsin Natural Heritage Inventory Request Form," which the Village should require whenever a new subdivision or development proposal is offered within a section of land where a rare species has been identified. Beyond simple determination, specific measures should be taken to minimize the effects of development on rare species and their habitat. Strategies include encouraging developers to minimize the "footprint" of development, utilizing vegetative buffers to provide connectivity between habitat areas and create a more sensitive land use transition, encouraging natural landscaping, and directing development outside of environmental corridors.

E. Cultural Resource Inventory

The cultural resources of the Village of Paddock Lake tell the rich story of the region. The U.S. Public Land Survey conducted the first official survey of the Des Plaines River watershed during 1835 and 1836. The completion of that survey facilitated the settlement of the watershed by European settlers. The first European settlers came to the Des Plaines River watershed in the 1830s by way of trails established by Native Americans, territorial roads, and later by military and plank roads.

Although an area north of the Village began to develop in the 1940's, the area around Paddock Lake did not begin to develop until the 1950's and 1960's and the Village itself did not incorporate until 1960.

1. Historic Resources

National Historic Preservation Act of 1966 (as amended) requires federal agencies to ensure that their actions do not adversely affect historic properties and archeological sites listed in or eligible for the National Register of Historic Places. All human burial sites, including cemeteries and Indian mounds, are protected under State law.

There are no recorded historic properties in the Village of Paddock Lake either listed in the National Register of Historic Places or noted in the Wisconsin Historical Society's Architecture and History Inventory (AHI). The Society's Architecture and History Inventory (AHI) contains data on a wide range of historic properties throughout the State that create Wisconsin's distinct cultural landscape. The absence of Paddock Lake properties does not mean there are no significant properties in the Village; it may just reflect the lack of any studies for the area. For example, on the far west side of the Village, north of STH 50, is a frame Greek revival house that has historical significance and suggests that unrecognized properties exist in the Village. This housing style is one of the earliest represented housing types in the State. The location of this house within the Village helps tell the story of early settlement in the area.

2. Archeological Resources

According to the Wisconsin Historical Society, it is estimated that nearly 80 percent of all archeological sites Statewide have been destroyed or severely damaged, primarily by modern land development and farming practices. Many sites have also been damaged or looted.

According to the Wisconsin Historical Society, there are 4 recorded archeological sites in Paddock Lake. The Old Settlers' Park Campsite is a prehistoric archeological site in the middle of the Village, just south of the lake. In addition to this site, the Paddock Lake Ice Houses site, and two prehistoric and historic Native American sites are located within the Village limits. These 4 sites tell the tale of early prehistoric settlement and nineteenth- and early twentieth-century European-American settlement. Currently, the Wisconsin Historical Society does not have any records of cemeteries or burial sites within the Village.

F. Cultural Resource Goals, Objectives and Policies

Goal: Preserve the Village's scenic, historic, and quaint character.

Objectives:

- a. Identify and promote the preservation of the Village's cultural, historic, and archeological resources.
- b. Cooperate with the Town to promote the historic and cultural character of the combined Paddock Lake/Salem community.

Policies:

- a. Encourage private landowners to protect and rehabilitate historic and archeological sites, and incorporate them into the planning of new development areas where appropriate.
- b. Work with the Town of Salem to promote "heritage tourism" (e.g., local festivals, fairs, and markets) that celebrates the heritage and rural setting of the combined community.
- c. Cooperate on a comprehensive survey of historic and archeological resources.

G. Cultural Resource Recommendations

1. Protect and Rehabilitate Known Historic and Archeological Sites

This *Plan* identifies known historic and archeological sites included in the Wisconsin Archeological Site Inventory (ASI) and the State Historic Society databases (see Map 2). This *Plan* advises that the Village make a specific request to the State Historical Society for more detailed information when development proposal is offered in an area where a historic or archeological site has been identified.

2. Promote Heritage Tourism

This type of tourism—often called "Heritage Tourism"—will become increasingly popular as the baby boom generation eases into retirement. Heritage tourism may focus on museums, vibrant rural communities, historic architecture, historic settlement patterns and the Village's natural amenities and views. The story of the Brass Ball corner and the history of the ice industry using ice from Paddock Lake could be interesting stories to tell and which run the risk of being lost. The Village, along with the Towns of Salem and Brighton, and Kenosha County should explore state grant opportunities to study, establish, and fund a heritage tourism program.

3. Cooperate on a Comprehensive Survey of Historic and Archeological Resources















Very little of Kenosha County's total land area has been surveyed for the presence of archeological sites and cemeteries, and there has never been a comprehensive survey of historic resources in the Village of Paddock Lake. At least as many historic or archeological sites are lost to ignorance of their significance than to intentional acts. The Village should consider cooperating with the County on a countywide survey of historic and archeological resources. (See sidebar).

County Survey of Historic and Archeological Resources

This type of comprehensive survey would involve two separate but related processes—research and field work. Research involves collecting and organizing historic data, including documents, photographs, and information from every conceivable source. Field work could be conducted by volunteers, local officials, students, interns, and others. However, as a general rule, only trained archeologists or students under professional supervision should conduct archeological surveys. Before completing a survey, the Village and its partner communities should consult with the State Historical Society on the proper procedures and grant funding opportunities.

Techniques for preservation of these historic or archeological resources may include renovation design guidelines, historic preservation ordinances, demolition standards, amendments to subdivision regulations, and/or registration on the State and/or National Register of Historic Places. Such registration makes properties eligible for restoration funding and tax credits. Restoring economic value to historic properties should not be underestimated as a preservation technique.

NATURAL AREAS

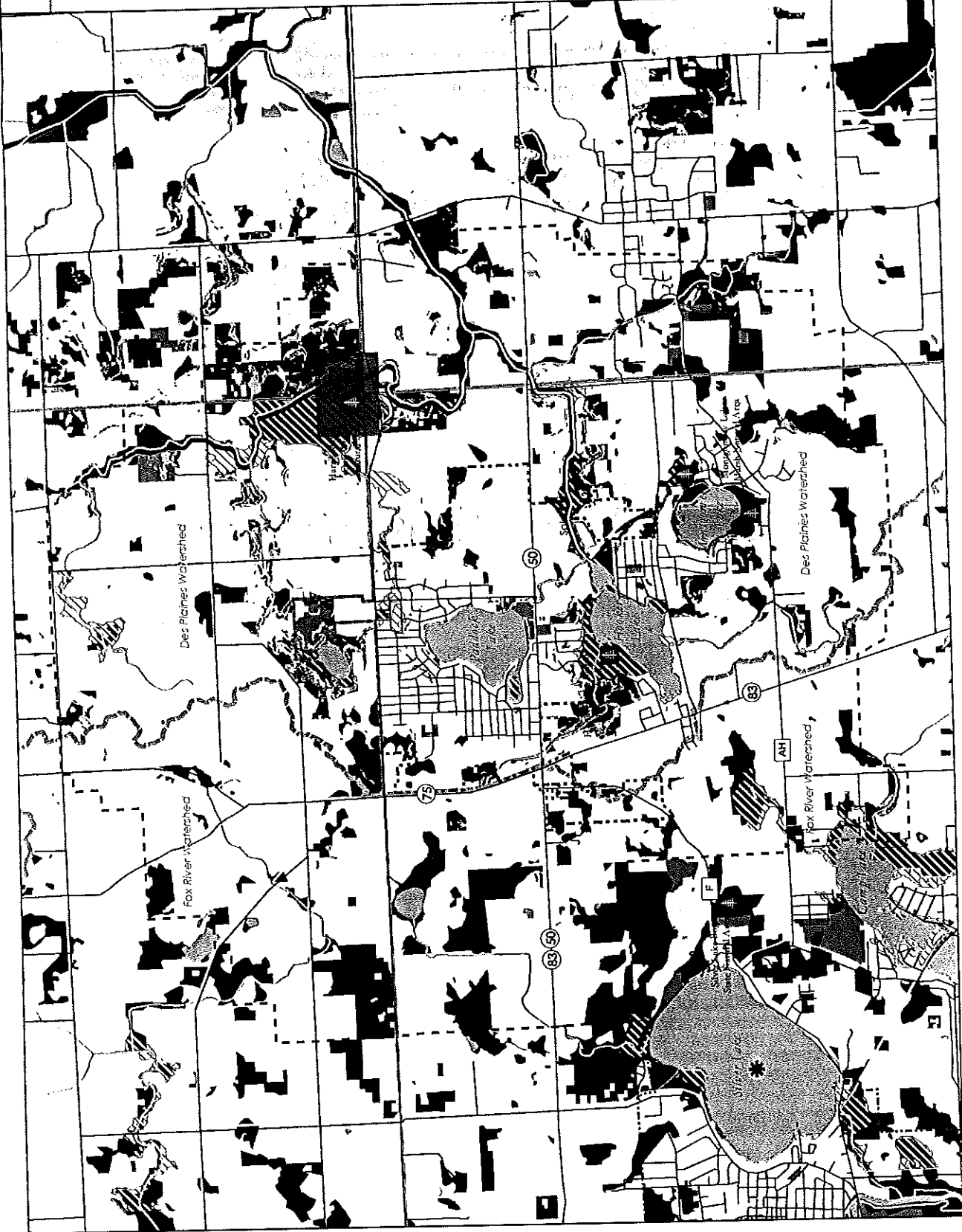
-  100-Year Floodplain
-  Village Limits
-  Watershed Boundary
-  Park/Open Space
-  Wetland
-  Woodland
-  Surface Water
-  Prime Farmland
-  > 20% Slope
-  12-20% Slope
-  Blanchard's Cricket Frog
state-designated endangered
species habitat area.
-  Designates surface water that
supports state-designated
special concern fish species
-  Designates surface water (Lakes)
that supports state-designated
special concern fish species
-  Water bodies supporting
state designated endangered
or threatened fish species
(May also support special
concern fish species)



0 1,000 2,000 4,000 feet

Sources:
Blanchard's Cricket Frog and
State-designated Endangered
Species
Southwest Wisconsin Regional Planning Commission, 2000
Cape Breton, U.S. Bureau of the Census, 2000

Date: Mar 2005



III. LAND USE

This chapter contains a compilation of background information, goals, objectives, policies and recommended programs to guide the future preservation and development of public and private lands in the Village of Paddock Lake. The chapter includes maps that show existing land uses and recommended future land uses, and provides other related land use data and analysis as required under §66.1001, Wisconsin Statutes.

A. Existing Land Use

An accurate depiction of the Village's existing land use pattern is the first step in planning for a desired future land use pattern. The Village's planning consultant conducted an update of the 2000 SEWRPC inventory of existing land uses in summer 2004. Local representatives had an opportunity to review and suggest corrections to existing land use maps before they were finalized.

1. Existing Land Use Map Categories

Map 3 divides existing land uses in the Village into several categories. These categories include:

- **Agriculture/Rural:** land used primarily for farming, farmsteads, nurseries, and farm-support activities. Also includes grasslands, forestland and fallow land;
- **Rural Single Family:** groupings of predominantly single family residential development, generally at lower densities (e.g. between 1 dwelling unit per acre and 1 dwelling unit per 40 acres), and typically served by on-site waste disposal systems;
- **Village Single Family:** Single-family residential development served by a public sanitary sewer, including duplexes;
- **Mixed-Residential:** groupings of attached single-family, multi-unit residential development or manufactured housing developments;
- **Planned Business:** areas for high-quality indoor commercial and office uses, with generous landscaping and limited signage;
- **General Business:** indoor commercial, office, and occasional outdoor display land uses, generally with moderate landscaping and signage;
- **Institutional:** large-scale public buildings, hospitals, airports/landing strips. Small institutional uses may be found in areas designated in other land use categories;
- **Transportation, Communications and Utility:** public rights-of-ways, communication towers, utility infrastructure;
- **Industrial:** indoor industrial land uses and occasionally outdoor storage areas, generally with moderate landscaping and signage;
- **Vacant:** Urban or rural land currently not used for open space or agricultural purposes;
- **Open Space:** Public land designated as Village parks and recreation areas. Village parks, or other recreational facilities owned by the public or private utility companies;
- **Surface Water:** lakes, rivers and perennial streams;
- **Wetland:** Areas of one acre or more in which the water table is at, near, or above the land surface and which area characterized by both hydric soils, such as peat, muck, or other organics soils, and by the growth of hydrophytes, such as sedges, cattails, and tamarack;
- **Woodland:** areas having 17 or more deciduous trees per acre, each measuring at least four inches in diameter at breast height and having at least 50 percent canopy cover.

2. Existing Land Use Pattern

Paddock Lake currently serves as the commercial market center for both Village residents and the residents of surrounding communities including the Town of Salem, Town of Brighton and portions of the Town of Bristol. The Village of Silver Lake also provides some commercial services. Larger

market centers include the City of Kenosha, the City of Lake Geneva and the northern Chicago suburbs.

The existing land use pattern in Paddock Lake has been dictated by major transportation corridors, population in-migration, and natural features. The intersection of STH 50 with STH 75 forms the hub of commercial activity in the Village. The central part of the Village surrounding the lake is dominated by residential development and scattered parkland. Agricultural and open lands are located mainly in the eastern and western sections of the Village. Wooded lands in the Village are located near the southern end of Paddock Lake's current municipal boundary, along the western and northern shore of Hooker Lake. Figure 13 shows the Village's current land use totals and percentages.

Figure 13: Existing Land Use Totals – Village of Paddock Lake

Land Use	Acres	Percent
Agriculture/Rural	641.3	38.3%
Rural Single Family	10.9	0.6%
Village Single Family	297.3	17.7%
Mixed-Residential	5.3	0.3%
Planned Business	1.1	0.1%
General Business	16.5	1.0%
Institutional	27.9	1.7%
Transportation, Communications and Utility	185.8	11.1%
Industrial	3.1	0.2%
Vacant	56.6	3.4%
Open Space	66.4	4.0%
Surface Water	141.4	8.4%
Wetland	137.0	8.2%
Woodland	84.6	5.0%
TOTAL ACRES	1,675.2	100%

Source: SEWRPC 2000 Land Use Inventory, updated by Vandewalle & Associates in 2004

3. Land Development Trends

During the later half of the Twentieth Century, the Village of Paddock Lake experienced significant residential growth pressure. Between 1980 and 2003, 396 new housing units were built in the Village. Over 90% of the residential units built between 1980 and 1996 were single family units. The greatest number of residential units constructed in any one year in the Village between 1980 and 2003 was 39 units in 1993. The fewest number of units (2) was constructed in 1981. On average, 17 new housing units were constructed annually during the 23 year time period. The pace of this housing unit development is expected to increase dramatically over the planning period to an average of about 50 units per year between 2000 and 2025, but will vary depending on larger economic and social factors.

4. Land Market Trends

The Wisconsin Department of Revenue records the equalized value of all property in the State. As shown on Figure 14, land value in the Village increased from more than \$131 million in 1998 to almost \$187 million in 2003. The **highest increases in assessments occurred in the residential real estate category**. Steady increases in commercial land values suggest that the **commercial land market is also strong in the community**.

Only agricultural land decreased in assessed value during this period, dropping dramatically from an aggregate assessed value of more than \$400,000 in 1998 to slightly more than \$56,000 in 2003. This is partially the result of sharp declines in agricultural land assessments due to full implementation of the use-valuation assessment law, and also reflects the development of agricultural areas.

Figure 14: Equalized Land Values for Paddock Lake, 1998 - 2003

	Residential	Commercial	Manufacturing	Agricultural	Swamp & Waste & Other	Forest Land	Total
1998	\$116,676,800	\$14,197,700	--	\$404,300	\$176,000	\$40,300	\$131,495,100
1999	\$123,024,800	\$14,515,900	--	\$379,400	\$186,200	\$50,400	\$138,156,700
2000	\$139,848,300	\$15,162,500	--	\$341,200	\$230,700	\$70,000	\$155,652,700
2002	\$157,585,000	\$18,174,200	--	\$88,000	\$270,500	\$61,700	\$176,179,400
2003	\$168,729,400	\$18,174,200	--	\$56,400	\$542,100	\$121,000	\$187,623,100

Source: WisDOR, 2004

5. Existing and Potential Land Use Conflicts

There are currently no major land use conflicts within the Village. This plan seeks to avoid potential future land use conflicts through thoughtful and comprehensive land use planning at the local level. Potential land use conflicts along community borders can be minimized through both coordinated long-range planning and formal intergovernmental discussions.

6. Opportunities for Reuse/Redevelopment

Overall, identification of **infill and redevelopment sites** is a key factor in a successful land use plan. These sites, located particularly along STH 50, are especially important for start-up and smaller, locally-owned businesses. These are addressed in greater detail in the following section.

Often, contaminated sites in a community serve as logical redevelopment locales. The Wisconsin DNR's Environmental Remediation and Redevelopment Program maintains a list of contaminated sites. From this database, policy-makers and researchers can identify "brownfields", which the DNR defines as "abandoned or under-utilized commercial or industrial properties where expansion or redevelopment is hindered by real or perceived contamination." **There are no sites within the Village that would be considered "brownfields" on this list**; most sites are either remediated or are in active use. This is an opportunity for the Village because it will not have to go through the cleanup process and delays that many similar communities must face.

EXISTING LAND USE

Municipal Boundaries

Paddock Lake

Silver Lake

Town Boundaries

Salem Sewer Service Area

Paddock Lake Sewer Service Area

Agriculture/Rural
Rural Single Family
Village Single Family

Mixed-Residential

Planned Business

General Business

Institutional

Transportation, Communication
and Utilities

Industrial

Landfill/Extraction

Vacant

Open Space

Surface Water

Wetland

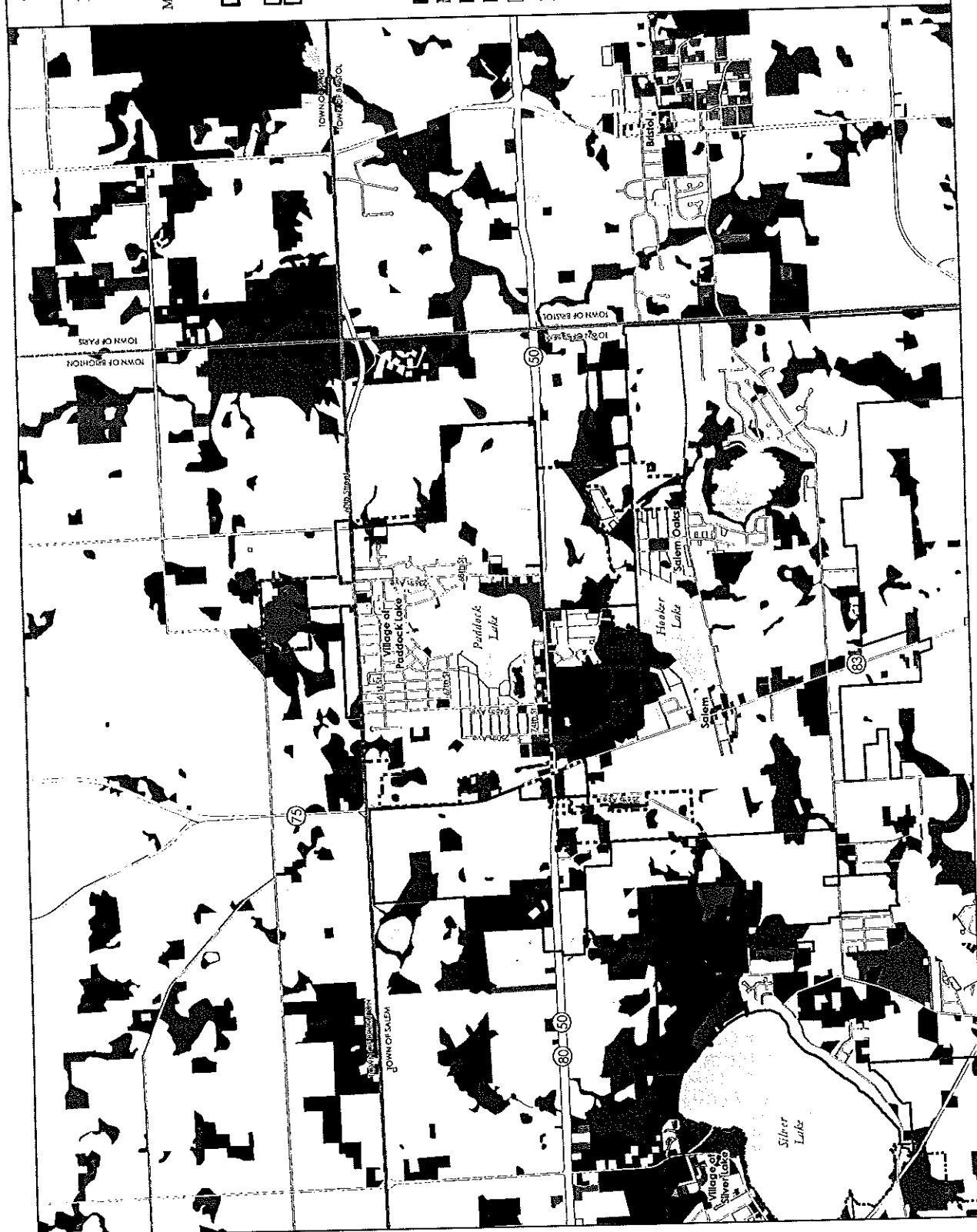
Woodland



0 1,250 2,500 5,000 feet

Date: Mar. 2009

Source: SDRPC, Kenosha County



B. Projected Land Use Supply and Demand

Wisconsin Statute 66.1001 requires comprehensive plans to contain land use projections for the 20-year planning period, in five-year increments, of future residential, agricultural, commercial and industrial uses. Land use demand projections are based on historic trends and forecasts for population and housing needs made in Chapters I and VI of this Plan. While population projections do provide an estimate of future population growth in a community based on past trends, they may significantly over or under estimate future population levels.

Figure 15 shows projected residential land demand for the Village through 2025 in five-year increments. Residential land use projections are based on population forecasts prepared assuming the 1990 to 2000 growth rate remain constant at 2.9% and declining household size is also consistent with 1990 (2.99 persons per household) to 2000 (2.84 persons per household) changes as recorded by the U.S. Census Bureau. It is assumed that the approximate residential housing density remains the same, at around 3.4 housing units per acre (based on existing residential land use in the Village and housing unit data from the 2000 Census). It is important to note that the Village may wish to provide different housing options for its residents, including larger lot homes which could mean an overall decline in housing density in the Village over the planning period.

Figure 15: Projected Residential Land Demand

	2000- 2005	2005- 2010	2010- 2015	2015- 2020	2020 - 2025	Totals 2000 - 2025
Projected Number of New Residents	464	535	617	712	822	3,151
Projected Number of New Housing Units	181	211	247	283	322	1,243
Projected Residential Land Use Acreage Demand*	106.4	124.1	145.5	166.3	189.1	731

Source: Wisconsin Department of Administration; U.S. Census Bureau, Vandewalle & Associates

* To account for potential constraints in land availability, the required acres have been doubled.

Future residential development shown on Map 4 and allowed under the policies of this Plan will provide enough capacity to accommodate this expected residential land use demand through the year 2025, even if new home demand is substantially higher than projections.

To calculate commercial land use projections, the current ratio of commercial land use acreage to population in the Village (5.6 acres for every 1,000 residents) was assumed to remain constant over the planning period. Based on this methodology, the Village would need to accommodate about 35 acres of new commercial land area for the period between 2000 and 2025, or about 7 acres every five years. This figure includes a doubling factor for potential constraints in land availability. It is important to note, however, that the Village wants to increase the amount of commercial development beyond this to better balance its tax base.

To calculate industrial land use projections, the current ratio of industrial land use acreage to population in the Village (1.0 acre for every 1,000 residents) was assumed to remain constant over the planning period. Based on this methodology, the Village would need to accommodate about 6 acres of new industrial development, which includes a doubling factor for potential constraints in land availability. It is important to note, however, that the Village wants to increase the amount of industrial development beyond this to better balance its tax base. The doubling factor mapping approach will help to ensure that this objective is reached and that the most appropriate sites for development are reserved.

This Plan projects that agricultural land uses in the Village of Paddock Lake will decline over the planning period, following current trends of agricultural land conversion. In general, agricultural land within the Village is projected to be an interim use pending development of the sites. It is anticipated that the Town of Bristol and the Town of Brighton will retain a significant portion of their land base as agricultural use over the next

20 years. The Village intends to reserve land in rural uses until annexation and development within Village occurs.

Figure 16 shows the minimum number of acres that the Village should include in its Planned Land Use Map.

Figure 16: Minimum Acres Needed to Accommodate Projected Land Demand

	2005	2010	2015	2020	2025	Expected Change 2003 to 2025
Residential	106.4	124.1	145.5	166.3	189.1	731
Commercial	5.2	6.0	6.9	8.0	9.2	35
Industrial	0.9	1.1	1.2	1.4	1.6	6
Total Additional Acres Needed	112.5	131.2	153.7	175.7	200.0	773.0

** Assumes an average annual growth rate of 2.9%. Acres reported have been doubled to account for potential constraints in land accessibility due to availability of willing buyers and sellers.*

The Planned Land Use areas shown on Map 4 provide sufficient additional land within in the Village to accommodate projected residential, commercial, industrial growth into the year 2025. In fact, the amount of land shown for development is considerably greater than the minimum amount shown in Figure 16 due to expected growth from the Chicago metropolitan area, and numerous recent requests for annexations that the Village feels would be beneficial to its overall growth pattern. The Village anticipates that most future development will occur as land currently used for agriculture within the Village limits is converted to other uses.

C. Land Use Goals, Objectives, and Policies

Goal: Promote a balanced future land use pattern containing a sustainable mix of uses and building types within the Village and predominantly agricultural uses in its extraterritorial jurisdiction.

Objectives:

- Plan for a sufficient supply of development areas for a variety of land uses, including residential (single and multi-family), industrial, commercial, institutional, and open space uses.
- Ensure a desirable and compatible mix of land uses consistent with the Village's small community character.
- Promote the revitalization/redevelopment of the older portions of STH 50 and underused areas in close proximity.
- Guide development to promote efficient land use patterns without undue limits on economic growth.
- Promote high quality design and building sizes that relate to existing buildings in the community.
- Minimize conflicts between nearby land uses (e.g. residential next to industrial).
- Require new urban development within 1 1/2 miles of the Village of Paddock Lake to be located within the Village of Paddock Lake planned sanitary sewer service area and the Village's corporate limits. New urban development could also be permitted within the Town of Salem's sanitary sewer service area pending approval of an intergovernmental agreement between the Village and the Town.

Policies and Programs:

- a. Follow the land use recommendations mapped and described in this *Plan* when making detailed land use decisions, such as subdivision requests and future zoning decisions.
- b. Consider modifying the Village's zoning and subdivision ordinance where necessary to implement the goals, objectives, and recommendations of this *Plan*, minimize potential land use conflicts, guide growth and development, provide adequate long-term Village growth areas, ensure high quality site development, and adequately protect water quality.
- c. Emphasize redevelopment of older properties along STH 50, and rehabilitation of aging or vacant buildings for productive economic use.
- d. Promote redevelopment and compact new developments that utilize existing infrastructure and utilities wherever practical.
- e. Guide new development to areas within the Village adjacent to existing development and where logical extensions to streets, sewer lines, and water lines may occur.
- f. Require all new development within the Village to connect to sanitary sewer and public water systems, and discourage development outside of the Village limits until sewer and water services are available. Work with SEWRPC and WisDNR to modify the Village Sanitary Sewer Service Area to be fully consistent with the planned land use recommendations shown on Map 4.
- g. Make practical park and green space decisions on a neighborhood level, and preserve key corridors for open space connections (e.g. wooded areas, wetland areas, streams, lakes, and drainage routes).
- h. Assure that incompatible land uses are not located close to one another or require appropriate separation and screening (e.g. fencing or landscaping).
- i. Promote road and trail connections between the key destinations in the Village, existing and new development areas, and other communities in the area.
- j. Adopt an official map delineating future park, open space, and community facility locations (See Chapters Five and Six).

D. Planned Land Use Map Recommendations**1. Purpose of Planned Land Use Map (Map 4)**

Map 4 presents recommended future land uses over the 20-year planning period for lands in and around the Village of Paddock Lake, designed to accommodate future community growth and land use demands. Map 4, along with the recommended policies in this chapter, should be used to guide Village decision-making on future land use changes. Changes from the existing land use pattern to realize this planned land use pattern may occur if and when private property owners make requests for annexation, rezoning, subdivisions, conditional use permits, or other development approvals. However, the identification of desired future land uses shown on Map 4 does not imply that rezonings are immediately needed or appropriate. Given the Village's desire for quality and well-timed growth, the Village will want to carefully consider the timing of these proposed zoning map changes to ultimately correspond with the Planned Land Use Map.

2. Sewer Service Area

Map 4 identifies areas for Village development within its own and within the Town of Salem's sewer service area. These boundaries delineate the area planned for urban development over the 20-year planning period. Development within this area should be provided with a full range of services including public sanitary sewer, public water supply, and distribution systems, higher levels of fire and police protection, solid waste collection, neighborhood facilities such as parks and schools, and urban transportation and stormwater management systems. Delineating a sewer service area allows the community to plan for the orderly extension of utilities and public services, while recognizing that

the sewer service area can be expanded regularly over time. These two sewer service areas are sized to accommodate at least 20 years of urban development. Prior to the provision of urban services to lands within the sewer service area, development should be limited in a manner consistent with the recommendations for the "Agriculture/Rural" planned land use category below.

3. General Planned Land Use Pattern

The overall pattern of development in the Village will continue to be a mixture of mostly single-family residential neighborhoods, with commercial, institutional and industrial uses mainly located in areas where such development has historically occurred. Additional residential development is recommended in lands west and east of the current Village limits, and an area south of the Village limits west of STH 83. Light industrial expansion is recommended for areas south of STH 50 on the Village's east side. Recommended transportation improvements have been added to support these land uses, including new streets and hiking, biking, and walking trails. For a more detailed discussion of transportation recommendations included on Map 4, see Chapter Four.

The following sections provide recommendations for each of the planned land use categories depicted on Map 4.

4. Agriculture/Rural

This planned land use category includes lands intended to be preserved primarily for farming, farmsteads, forestry, open space, and agricultural support activities over the 20-year planning period. These areas are also appropriate for, with limited recreational uses, farm family businesses, and single-family residential development at or below 1 dwelling per 35 acres. Scattered areas of existing non-farming uses are planned to remain intact over the 20-year planning period. The Village should continue its policy of not extending urban services into these areas and should employ its extraterritorial powers to implement this objective.

5. Rural Single Family

These areas include groupings of existing predominantly single family residential development, generally at lower densities (e.g. between 1 dwelling unit per acre and 1 dwelling unit per 35 acres), and typically served by on-site waste treatment (septic) systems. Map 4 shows the Rural Single Family category where existing rural single family homes are located. These are generally in the areas outside the Village limits, although there are a few within the Village, as well. Newly platted areas that are not fully built yet are included on Map 4. The existing scattered rural residential homes within the Village limits are shown as Village Single Family on Map 4 due to the potential that these homes may eventually hook up to Village water and sewer services. To help forward objectives for both Village urban expansion and rural lands preservation, no new areas are shown for development in this land use category on the Planned Land Use Map.

6. Village Single Family

This planned land use category includes publicly sewerred single-family residential development at densities up to 4 dwelling units per acre. Map 4 recommends Village Single Family uses for new development areas throughout the Village, and in areas adjacent to the Village that can be served by public water and sewer in the future. Generally, single family uses have been recommended for areas that are adjacent to existing single family neighborhoods, such as directly east and west of the neighborhoods surrounding the lake, and in the far southeast corner of the Village, adjacent to Salem Oaks.

7. Mixed Residential

The areas mapped as Mixed Residential are appropriate for a variety of residential units in a well-planned mix, including duplexes, multiple-family housing (3+ unit buildings), senior housing, and manufactured homes, served by public sanitary sewer service. New areas mapped in this category

were selected because most provide a gentle transition between commercial or industrial uses and proposed Village Single Family residential development areas. Densities may range from 6 to 14 units per acre, although exact densities and height limits will be determined through zoning standards.

Future Mixed Residential areas are mapped north of the Brass Ball Corners area, and in the Neighborhood Center. Mixed Residential areas are dispersed throughout the Village to avoid the over-concentration of multi-family housing in any one part of the Village. In addition, these sites are relatively close to services in the Village (e.g. shopping, businesses, parks, schools) or will be in the future. See Chapter Six for a discussion on mixed residential design guidelines.

8. Planned Neighborhood

This planned land use category encourages a mix of residential development and well-planned supporting commercial and institutional uses. Flexibility in future planning is important to the Village, and the Planned Neighborhood category provides the means to tailor future development to suit the needs of the Village over time.

The Planned Neighborhood category is intended to provide a carefully-planned mix of residential dwelling units and density types; neighborhood-oriented shopping opportunities, such as small specialty grocery stores, beauty shops, bakeries, pharmacies, home-based businesses; parks and environmental corridors; and educational facilities, such as elementary schools and day care. These neighborhoods should be connected to other neighborhoods by a network of local streets that discourage high travel speeds, but still allow access to emergency and maintenance vehicles.

Housing densities are designed to be variable within each of these Planned Neighborhoods, with some lower density homes (3-4 units per acre), as well as higher density housing units, such as those described for the "mixed residential" land use category. However, the overall net density of these Planned Neighborhoods should not exceed the densities found within the existing Village neighborhoods, typically between 4 and 5 units per acre.

This *Plan* does not recommend that this area develop as a collection of marginally related land uses and roads. To ensure that the recommended development pattern is fully realized for these large growth areas, the Village should prepare a detailed neighborhood development plans for the four growth areas described below. After the Village adopts a Neighborhood Development Plan for this area, all subsequent development should comply with or improve upon that plan. The result of this proposed detailed planning process should be a growth area that captures much of the charm and unique character of the best historic neighborhoods in the area, with the added benefit of better coordinated land use, open space, and transportation patterns. Areas planned in this manner will be more marketable to a greater diversity of ages, incomes and lifestyles, and will typically appreciate in value faster than single-use, "cookie cutter" subdivisions that become indistinguishable from each other.

Specific issues needing more detailed consideration include how to best integrate existing land uses such as small rural homesteads into the neighborhood fabric, how to identify and ensure protection for the environmental corridors in these growth areas, and how to deal with the resulting population, traffic and school enrollment affects of this new development.

The four Planned Neighborhoods were established by:

- a. Identifying areas unsuitable for development, such as wetlands, floodplains, steep slopes and wet soils, as described and mapped in Chapter Two.
- b. Locating logical long-term boundaries for the Village, such as natural or constructed barriers, or other logical service boundaries, as described and mapped earlier in this chapter.
- c. Determining the amount of vacant land needed for development throughout the 20-year planning period based on forecasts presented in Chapter One and Figure 16.

- d. Identifying emerging and anticipated development opportunities which may be desirable for the Village, as explored in the alternative futures effort and other public participation events described in Chapter One.

The Village's primary new growth areas over the 20-year planning period are envisioned to occur in the following locations. The Village will endeavor to work out a cooperative agreement with the Town of Salem for these growth areas that are within the Town's sewer service area.

- **The Eastside Growth Area** is located east of the Village's current limits, south of 60th Street, and north of STH 50. It extends to the Town of Bristol town line. This area contains about 640 acres, although the area also contains a number of environmental corridors, which will reduce the amount of developable land available. The Village intends to serve this area with the full range of public utilities, including public water, sanitary sewer, and storm sewer.
- **The Westside Growth Area** is located west of the Village's current limits, south of 60th Street and extending west along STH 50 to the western edge of the Town of Salem sanitary sewer service area. This area contains about 687 acres. It has already completed a study, the 2004 *Water Supply and Distribution Study West Side Master Plan* to serve it with public water.
- **The Southwest Growth Area** is located south of STH 50 within the Town of Salem's sanitary sewer service area, south to CTH AH and east to STH 83, not including the already developed areas around Salem. The primary issue of the detailed neighborhood planning for this area should be how to weave new development into the existing fabric of the Salem community that is consistent with its community character, and ways to improve the quality of life for both new Village residents and Salem residents.
- **The Southeast Growth Area** is located south of STH 50 from the existing Village limits, extending east to the Town of Bristol town line, and south to 83rd Street, not including the existing residential development along 83rd Street. This area is envisioned to support the Village's first industrial area (described below), buffered from the environmental corridor south of it by a native vegetative buffer that should be constructed. Residential development is envisioned for the majority of the area in keeping with the existing single family character of developments adjacent to it. A Planned Neighborhood area is envisioned for the area along 83rd Street because of the flexibility that area allows for a variety of development types, including neighborhood-oriented businesses (i.e. a coffee shop, cafe, drycleaners, bank branch office, etc).

All four growth area detailed neighborhood plans and all eventual site planning should adhere to the following design objectives:

- a. Create a distinct sense of place and charming human scale by bringing buildings close to the sidewalk and street; use public plazas, greens and squares to provide focal points, create visual interest, and generate highly prominent building sites; and follow the concepts embodied in the "Traditional Neighborhood Design" movement discussed in more detail in Chapter Five.
- b. Provide connections within and between the employment centers, neighborhood commercial centers and residential neighborhoods, emphasizing the use through streets and a grid street system.



- c. Integrate a mix of uses and densities within and around the neighborhood commercial centers.
- d. Incorporate pedestrian connections throughout the growth area and enhance opportunities to serve the area with alternative modes of transportation.
- e. Preserve environmentally sensitive areas and unique natural features.
- f. Lay out streets, buildings, and public open spaces which take advantage of long views created by local topography.

The neighborhood design standards included in Chapter Five also should be applied when developing these neighborhoods.

9. Redevelopment Area

This second “overlay” category is designed to identify areas that may be redeveloped (changed to a different developed use) over time. Most business, industrial and office uses in the Village are located along STH 50 between STH 75 on the west and 236th Street on the east. As traffic along STH 50 increases, these areas will continue to be attractive locations for commercial and employment uses looking for high visibility and convenient access. As opportunities for reinvestment and redevelopment occur, the appearance of building facades exposed to public view, including loading docks and storage areas, should be improved. Developed and vacant parcels in this area are recommended for *Planned Business* uses. Some office uses may also be appropriate in this area, due to close proximity to residential areas. All commercial development or redevelopment projects along the STH 50 corridor should comply with detailed site, building, signage, and landscaping design standards described and illustrated in Chapter Seven.

10. Planned Mixed Use

There are two *Planned Mixed Use* areas recommended in the Planned Land Use Map. These two areas, described in more detail below, should be planned to contain a mixture of commercial uses designed to supply the day-to-day goods and services for residents living in the area. Senior housing and smaller-scale office development would also be appropriate for this area. Potential commercial uses in this area might include a deli, coffee shop, specialty retail, dry cleaners, drug store, restaurant, and grocery store. Development in the two mixed-use centers could include first floor retail, accented by the potential for upper story office space and residential units, and/or a mix of uses and buildings within the same development. The extent possible, this mixed-use center be planned to create compact, pedestrian-friendly clusters of complementary businesses, housing, and civic uses. In evaluating proposed neighborhood-scale stores at this location, the Village should consider the proximity and ease of pedestrian access from residential areas, pedestrian-bicycle connections and routes throughout the entire neighborhood, the range of convenience goods and services available, hours of operation, and the level of amenity provided. All commercial development projects should meet the recommended site, building, and landscape design criteria in Chapter Seven.

■ Brass Ball Corner

One of the most important sites along STH 50, and in the entire Village, is an area at the intersection of STH 75 and STH 50. This site is a key entryway into the Village and, as such, creates opportunities for establishing a positive, distinctive image for Paddock Lake. (See



Highway commercial uses like gas stations should incorporate high-quality site design and building standards.

Chapter Seven for a discussion on how this relates to the Village's overall economic development strategy).

This *Plan* recommends *Planned Mixed Use* development for this area (see Map 4) organized around creating an attractive, cohesive, inviting environment that serves both local residents, but possibly Town of Salem residents and those who come from a fairly close distance. All proposed buildings in this gateway area be of high quality and generally contemporary in design, including the following specific recommendations:

- a. The commercial and mixed family uses should incorporate high-quality, attractive exterior building materials and site design.
- b. Larger buildings should include varied setbacks, building heights, and architectural details to soften their scale. Where larger buildings are proposed far from a street, the development should include smaller buildings in "outlots" closer to the street.
- c. Pedestrian connections to buildings and surrounding neighborhoods should be provided.
- d. Garages and loading areas should not be the predominant architectural features on any street frontage.
- e. Large parking lots directly abutting streets should be avoided or heavily landscaped.
- f. The overall public and private landscaping theme should emphasize native plantings, including prairie plantings. Development along or backing up to STH 50 should be attractively landscaped to create a favorable first impression at this gateway. Street trees should be provided in the terrace areas of all streets. Private landscaping should be generous, particularly in street setback areas and in buffer yards.
- g. Private signage should be controlled to protect and enhance the desired character of this area. Ground signs should be limited to low-profile, monument style signs.
- h. Commercial, industrial, and multiple-family residential lighting should be carefully controlled, particularly given the mixed use character of this site.

▪ **Neighborhood Center**

The Neighborhood Center is envisioned to be *Planned Mixed Use* as well, but with less intense land uses than the Brass Ball Corner, and geared specifically towards residents immediately adjacent to it. Design standards described for the Brass Ball Corner are applicable to the Neighborhood Center, as well. For more information on the Neighborhood Center, see Chapter Seven.

11. Planned Business

This planned land use category includes areas for high-quality indoor commercial and office uses, with generous landscaping and limited signage. Planned Business areas are mapped over existing uses that meet this description, such as the newer bank development on the Village's east side. Additional Planned Business is advised along the STH 50 corridor, including the sites identified as redevelopment areas on Map 4. Chapter Seven describes the design standards that should be applied to Planned Business developments.

12. General Business

This category includes areas of indoor commercial, office, telecommunication facilities, and occasional outdoor display land uses, generally located in already developed areas, with little landscaping and sometimes large signage. These areas are concentrated along STH 50.

13. Institutional

The Institutional land use category includes large-scale public buildings, hospitals, airports/landing strips, non-profit camp-grounds, and special-care facilities. The two largest institutional uses in the

Village are Central High School and the baseball diamonds along STH 83. Small institutional uses also may be found in areas mapped in other land use categories.

14. Planned Industrial

This category includes high-quality indoor manufacturing, assembling and storage uses with generous landscaping and limited signage. Map 4 identifies Planned Industrial areas for a future Village industrial park south of STH 50 east of the current Village limits. This area is an ideal location for an industrial park because the environmental corridors around it provide a natural buffer, and help screen the area from adjacent land uses. The area is gently rolling, with some slopes over 20%. The developable land area, with these slopes removed, is around 56 acres. The space in the industrial park should be devoted to light manufacturing uses related to the economic development recommendations in Chapter Seven. Commercial/retail uses should be limited in areas shown in the Planned Industrial category.

15. General Industrial

This category includes indoor industrial land uses and controlled outdoor storage areas, with moderate landscaping and signage. The General Industrial uses shown on Map 4 are consistent with the existing areas currently devoted to this land use. No additional general industrial has been identified for the Village.

16. Public Open Space

These areas include publicly-owned land designated as Village parks, scenic or conservation areas, county parks or recreation areas, or similar lands, including environmental corridors that are in public ownership. This *Plan* recommends that the Village study the most appropriate location for a community park for active recreational uses. This park should be situated within a developing planned neighborhood, possibly on the west side of STH 83 across from the baseball fields southwest of Central High School. In addition, this *Plan* recommends further study to identify the most appropriate location for a natural area to provide opportunities for protection of the wetlands and serve as an interpretive site to explain the importance of wetlands for flood prevention and water quality.

17. Surface Water

Paddock Lake, Hooker Lake and perennial streams are included in this category. For recommendations related to the lakes and other waterways in the area, see Chapter Two.

18. Environmental Corridor

This planned land use category includes generally continuous environmentally sensitive areas in private ownership at the time of *Plan* adoption, including DNR wetlands, undeveloped shoreland setback areas, and FEMA designated floodplains. These areas are intended for long-term open space, wildlife habitat, stormwater management, natural areas, and/or trail uses. Existing development and cropping and grazing may continue within the environmental corridor, recognizing that some improvements may be limited by underlying regulations. New buildings that do not replace old buildings and significant expansions to existing building footprints should be discouraged, particularly where other, more appropriate building sites are available on the same parcel outside the environmental corridor. If new or expanded development is proposed on lots where an environmental corridor is mapped, the landowner should identify the exact boundaries of the environmental corridor based on the actual wetland, floodplain, or shoreline setback line.

Figure 17 shows the acreage included in each planned land use category on the Planned Land Use Map.

Figure 17: Planned Land Use Acreage Summary

Land Use	Acres	Percent
Public Open Space	263.0	6.7%
Surface Water	276.0	7.1%
Planned Neighborhood	1650.0	42.2%
Rural Residential	9.3	0.2%
Single Family Residential	966.0	24.7%
Mixed Residential	31.5	0.8%
Planned Mixed Use	110.5	2.8%
General Business	6.0	0.2%
Planned Business	29.2	0.7%
General Industrial	1.8	~
Planned Industrial	60.8	1.6%
Institutional	94.3	2.4%
Right-of-Way	408.0	10.4%
TOTAL	3906.3	100%

Source: GIS Inventory of Village Planned Land Use Map, December 2004

Note: The Redevelopment Area and Environmental Corridor areas are not listed above. Only the acreage for the underlying land use category is used here.

E. Recommended Zoning Ordinance Changes

The Village should use the Planned Land Use Map as a guide for amending the Village's zoning ordinance and zoning map, and subdivision regulations. In order to implement the Planned Land Use Map, the Village should, as a first implementation priority, revise its zoning ordinance after completing a more detailed study of what changes are needed. At a minimum, the Village should consider adding additional zoning districts to accommodate the Village's desired land use pattern. Currently, the Village's zoning ordinance is a rough tool, at best, to accomplish the goals specified in this *Plan*. A more detailed zoning ordinance would better guide development in and around the Village and ensure it is more in keeping with the Village's desires for appropriate development character.

The following two figures help illustrate this concept. Figure 18 shows an overview of the current zoning districts, organized by land use (residential, institutional and office, commercial, and industrial) and character types (rural, exurban, suburban, etc.). The character types are arranged from least intense (i.e. agricultural areas, low-density development) to most intense (i.e. the core downtown of a larger city or village).

The Village's current zoning ordinance includes zoning districts that create only the following community character types:

- "Exurban" residential development through the one home per 10 acres of land provision in the A-A district;
- "Suburban" style residential development through the 12,000 and 16,000 square foot lots allowed in the R-2 and R-3 districts respectively;
- "Neighborhood" development residential development through the R-1 district that allows 8,000 square foot lots;

- “Urban” development for all of the major land use types, through the two family and multiple family residential zoning districts (RD-1 and RM-1), institutional district (I-1), commercial districts (B-1 and B-2), and industrial districts (M-1 and M-2).

Figure 18: Current Zoning District Organized by Land Use and Character Type

Character Type (Listed from least intense to most intense)	Land Use Type			
	Residential	Institutional/ Office	Commercial	Industrial
Rural	~	~	~	~
Exurban	A-A (1 lot per 10 acres)	~	~	~
Suburban	R-2 and R-3	~	~	~
Neighborhood	R-1	~	~	~
Urban	RM-1	I-1	B-1/B-2	M-1/M-2
Central	~	~	~	~
Core	~	~	~	~

However, the input received during this planning process and the community character recommendations in this *Plan* suggest that the Village desires to protect viable agricultural areas and rural character. The Planned Land Use Map and the recommendations of this *Plan* also call for high-quality office and business uses reflective of suburban or neighborhood character. Finally, the *Plan* calls for more intense areas of development around the Brass Ball corner and the planned Neighborhood Center on the east side of the Village.

To accommodate those stated desires, Figure 19 presents recommendations for the creation of new zoning districts or modification of existing ones. These include:

- An Agricultural zoning district that protects viable agricultural operations and rural character through a one lot per 35 acre density requirement;
- The elimination of the A-A zoning district, which results in rural sprawl. Existing A-A areas would be zoned as R-1, R-2, or R-3;
- The addition of Planned Office (PO), Planned Business (PB) and Planned Industrial (PI) zoning districts to accommodate the desire for high-quality, generously landscaped developments with modest signage;
- The addition of Neighborhood Office (NO) and Neighborhood Business (NB) zoning districts to accommodate the desire for office and business developments within the Planned Neighborhood land use areas shown on the Planned Land Use Map;
- The replacement of the existing business zoning districts (B-1 and B-2) with a General Business (GB) zoning district that would allow for higher intensity land uses with a modest amount of landscaping and more intense signage;
- The replacement of the M-1 Light Industrial zoning district with a Planned Industrial zoning district (mentioned above);
- The addition of a Village Center (VC) zoning district to accommodate the desire for mixed-use developments at the Brass Ball corner and in the planned Neighborhood Center on the Village's east side. Such a district may require that buildings be more than one story, contain a mix of uses, are oriented toward pedestrian access, and have high design standards.

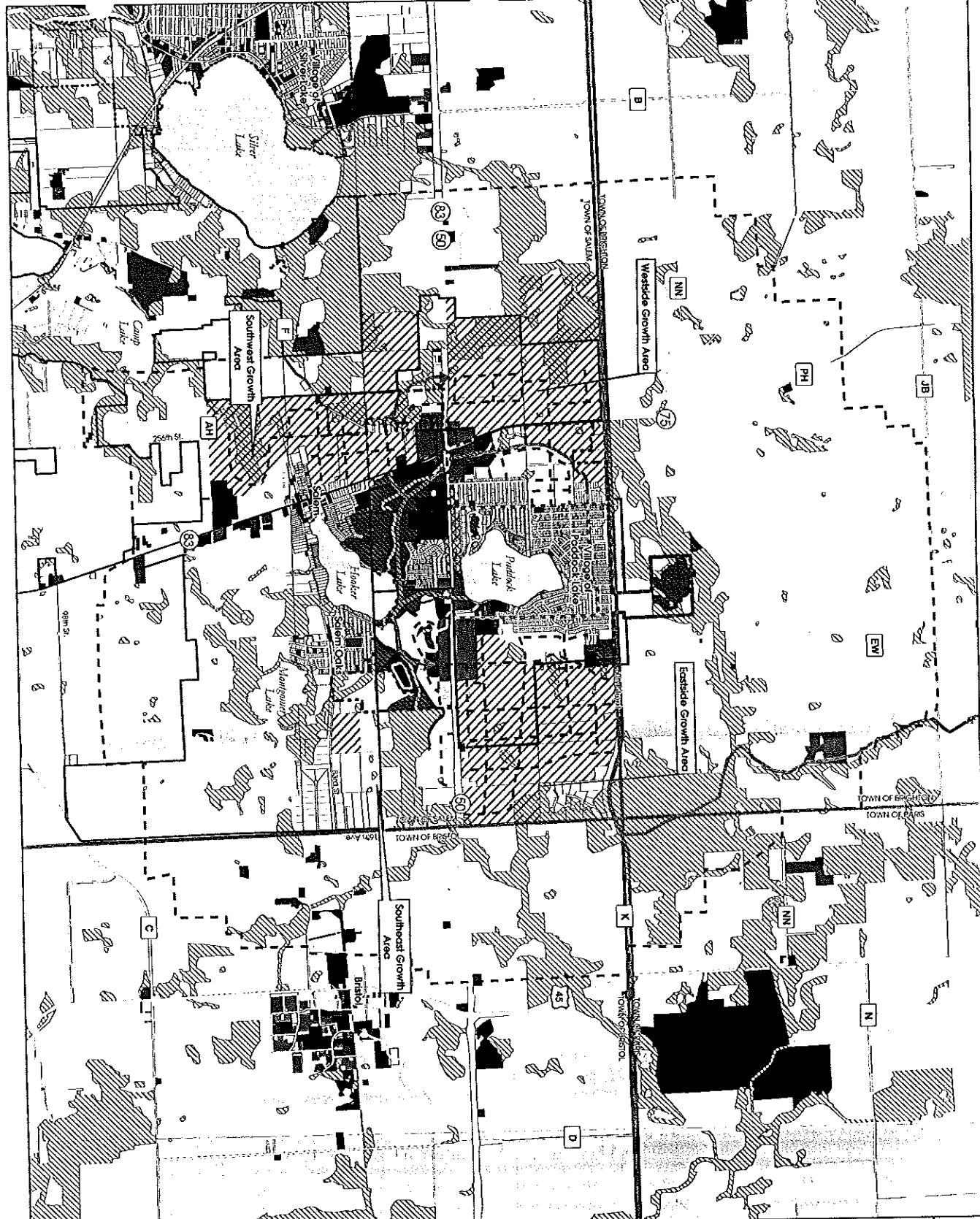
Figure 19: Recommended Zoning District Changes

Character Type (Listed from least intense to most intense)	Land Use Type			
	Residential	Institutional/ Office	Commercial	Industrial
Rural	Agricultural A-A (1 per 35 acres)	~	~	~
Exurban	A-A (1 per 10 acres)	~	~	~
Suburban	R-2 and R-3	Planned Office (PO)	Planned Business (PB)	Planned Industrial (PI)
Neighborhood	R-1	Neighborhood Office (NO)	Neighborhood Business (NB)	
Urban	RM-1	I-1	B-1/B-2 General Business (GB)	M-1/M-2
Central	~	~	Village Commercial (VC)	~
Core	~	~	~	~

Planned Land Use

- Municipal Boundary
- Paddock Lake
- Silver Lake
- Town Boundary
- Parcel
- Salem Sewer Service Area
- Paddock Lake Sewer Service Area
- 1.5 Mile ETJ Buffer
- Proposed Trail
- On Street Bicycle Lane
- Proposed Road
- Planned Four Lane Improvement
- Agriculture/Rural
- Rural Single Family
- Village Single Family
- Mixed Residential
- Planned Mixed Use
- Planned Neighborhood
- Planned Business
- General Business
- Planned Industrial
- General Industrial
- General Institutional
- Open Space
- Surface Water
- Unknown/Vacant
- Environmental Corridor
- Redevelopment Overlay

Map 2005
Source: METRIC, Kenosha County
Scale: 0 750 1,500 3,000 Feet
North Arrow



IV. TRANSPORTATION

This chapter includes a compilation of background information, goals, objectives, policies and recommended programs to guide the future development and maintenance of various modes of transportation in the Village of Paddock Lake. The chapter compares the Village's transportation policies and programs to County, State and regional transportation plans as required under §66.1001, Wisconsin Statutes.

A. Existing Transportation Network

Map 4 depicts the recommended transportation system in the Village of Paddock Lake planning area. The map identifies recommended arterial, collector, commercial service and residential streets. In addition, recommended rights of way are listed for each type of street. The Village of Paddock Lake should use this map as the basis for adopting an official map that applies to the Village and its one-and-a-half mile extraterritorial area. The Village Planning Commission and Village Board should use the official map to require street right of way dedications, per the Village's Land Subdivision Ordinance and the Village Zoning Ordinance, for all development that occurs within the Village limits and its extraterritorial area.

1. Roadways

Interstate Highway 94 (IH 94) runs north-south and is situated approximately 7 miles east of the Village. The Interstate forms one of the most important transportation corridors in the State and plays an important role in economic growth by moving freight, providing access to major cities, employment centers, and airports, and facilitating tourism. U.S. Route 45 also runs north-south and is located approximately 2 miles east of Paddock Lake.

The Village is primarily served by a network of State Trunk Highways (STHs) and County Trunk Highways (CTHs) that border the community on three sides. CTH K (60th Street) runs east-west on the northern side of the Village. STH 50 forms the major transportation route at Paddock Lake's south end and STH 75/83 runs north-south near the Village's western edge.

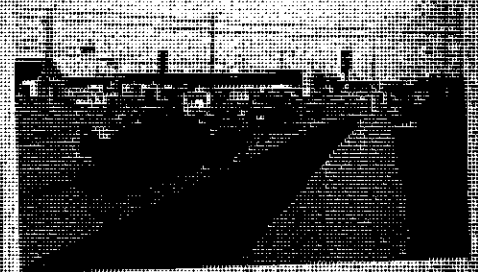
Traffic volume in the area around Paddock Lake has increased significantly during the past decade. The Wisconsin Department of Transportation reports that between 1996 and 2002 the average number of cars traveling CTH K rose from 2,900 to 3,900 a day between CTH EW and USH 45. The increased number of vehicles on the State and County trunk highway system is explained primarily by the increasing population and growing development occurring in the area.

Roadway Functional Classification System

Throughout Wisconsin, all local, County, State and federal transportation routes are classified in categories under the "Roadway Functional Classification" system.

As identified by WisDOT, the functional classification system groups roads and highways according to the character of service they offer, ranging from rapid through access to local land access. The purpose of functional classification is to enhance overall travel efficiency and to coordinate traffic patterns and land use by designing streets to the standards required by their functional class. The three main functional classes include:

- Arterials that provide primary access to and through an area;
- Collectors that gather and distribute traffic within an area, and;
- Local streets that provide access to individual properties.



2. Bike and Pedestrian Facilities

Bike and pedestrian facilities are extremely important for a compact village like Paddock Lake, where commercial areas and parks are generally within walking distance of one another. In general, the Village is not well served by either sidewalks or bike routes. Establishing sidewalks, pedestrian lake access, and bicycle routes to neighborhood businesses, parks, and other destinations presents a significant opportunity for the Village.

The Village has one marked bike lane, 248th Street. It does not currently have any other bike routes or lanes. According to national standards, bike routes should be designated along streets that provide a direct route to a useful destination, have traffic volumes less than 2,000 cars per day, and have speed limits of 30 MPH or less. Streets that have higher traffic volumes or speeds should have wider travel lanes and/or designated bike lanes to safely accommodate bike travel. Within the County, and particularly in the eastern section, a network of bike paths creates alternative transportation and recreational opportunities.

3. Airports

There are 15 airports located in Kenosha County, although none of them are in Paddock Lake. The nearest large commercial carrier airport is the General Mitchell International Airport in Milwaukee. Two other airports, Chicago O'Hare and Kenosha Municipal Airport, are certified for use by commercial carriers. Four of the airports in the County are open for public use and are classified as a "general utility" airports serving small general aviation single and twin-engine aircrafts.

4. Rail

There is no rail line running through Paddock Lake. Commuter rail to Chicago via the METRA is available in the City of Kenosha and in the Village of Antioch in northern Illinois. These rail lines are important transportation arterials that area currently affecting growth and development in the Village, and will continue to do so. In the future, the rail line now ending in the Village of Antioch may be extended through the Village of Silver Lake to the City of Burlington in Racine County; however, the Burlington-Antioch corridor study completed by SEWRPC in 2002 determined that it not feasible to extend rail service north from Antioch into Kenosha and Racine counties at this time.

5. Para-transit

Para-transit is a specialized transit service offered to specific segments of the population that require more accessible vehicles and flexible routing. The largest proportion of the population served is the frail elderly who are either living in their own homes, in nursing homes or some type of community based residential facility. Para-transit services for Paddock Lake are currently operated at a County level on a fee-for-service basis. The Kenosha County Division of Aging administers the Care-A-Van transportation service, which provides door-to-door transportation to older and disabled adults. The Division also coordinates a Volunteer Escort Service. These services are being cut back at the Federal level, which may pose challenges in the future.

6. Review of County, State and Regional Transportation Plans

The following is a review of County, regional, and State transportation plans and studies relevant to Paddock Lake:

Kenosha County Highway Department Plans

The Kenosha County Department of Public Works prepares a five-year transportation improvement plan for county transportation facilities. Although no specific plans are mentioned in this Plan that would affect the Village, the County intends to continue standard roadway maintenance on the area's facilities, including a 2" overlay on CTH K (60th Street) between STH 75 and STH 45.

A Regional Transportation System Plan for Southeastern Wisconsin: 2020

This 1997 document, and a 2025 update to the Plan adopted in April 2003, outlined the need for changes in the region's transit systems and roadways to accommodate changing user demands. The Plan calls for a "widening and/or other improvement to provide significant additional capacity" to STH 83 between the Illinois State line and the Village of Paddock Lake.

Wisconsin Department of Transportation Six-Year Highway Improvement Program: 2004-2009

DOT's Six-Year Transportation Improvement Program identifies projects around the state in need to improvement. The resurfacing of STH 83 between the Illinois state line and the Village of Paddock Lake is identified in the plan.

A Transportation Improvement Program for Southeastern Wisconsin: 2005-2007.

Although DOT is in charge of statewide transportation improvement programs (TIP), SEWRPC is responsible for regional TIP. The regional TIP is compiled by an interagency staff team and reviewed by advisory committees composed of local elected and appointed officials and agency representatives. SEWRPC adopted the 2005-2007 TIP in early 2005. There are a variety of transportation projects around the Village within in this document.

Wisconsin State Highway Plan and Corridors 2020 Plan

The Wisconsin State Highway Plan is developed by the DOT and focuses on the 11,800 miles of State Trunk Highway routes in Wisconsin. The plan does not identify specific projects, but broad strategies and policies to improve the State highway system over the next 20 years. The plan includes three main areas of emphasis: pavement and bridge preservation, traffic movement, and safety.

Translinks 21: A Multimodal Transportation Plan for Wisconsin's 21st Century

Translinks 21: A Multimodal Transportation Plan for Wisconsin's 21st Century provides a broad planning "umbrella" including a vision and goals for transportation systems in the State for the next 25 years. This 1995 plan recommends complete construction of the Corridors 2020 "backbone" network by 2000; the creation of a new State grant program to help local governments prepare transportation corridor management plans to deal effectively with growth; the provision of State funding to assist small communities in providing transportation services to elderly and disabled persons; and the development of a detailed assessment of local road investment needs. In Kenosha County, STH 50 was identified as part of the "backbone" network and also as a major part of the connector system between the City of Kenosha and Lake Geneva.

Town of Salem Bicycle Plans

The Town of Salem has identified planned trails and hike and bike facilities in its *Town of Salem Land Use Plan: 2020*. These include plans for trails along 83rd Street and along STH 83 and STH 75 north of STH 50 to CTH K.

A Regional Bicycle and Pedestrian Plan for Southeastern Wisconsin: 2010

This plan considers bicycle and pedestrian facilities needs for the 7-County southeastern Wisconsin Region. The plan documents existing networks and identifies planned routes for bicycle and pedestrian uses. The nearest planned bicycle route runs to the west of the Village of Silver Lake. An amendment to this Plan identifies additional bicycle and pedestrian facilities along Brighton Creek, west of the Village and an on-street bicycle lane for CTH K between Kenosha and the Walworth County line. Such a facility could include wide paved shoulders, a bicycle lane, or a separate bike path within the right-of-way. The specific type of facility would be determined during the preliminary engineering phase at the time the highway is constructed.

Wisconsin Bicycle Transportation Plan 2020

Wisconsin Bicycle Transportation Plan 2020, adopted in 1998 presents a blueprint for improving conditions for bicycling, clarifies WisDOT's role in bicycle transportation, and establishes policies for further integrating bicycling into the current transportation system. The plan map shows existing

State trails and future "priority corridors and key linkages" for bicycling along the State Trunk Highway system in Wisconsin. In Kenosha County, the DOT is planning bicycle routes linking the City of Kenosha with the Cities of Racine and Milwaukee.

Wisconsin Pedestrian Plan 2020

Wisconsin Pedestrian Policy Plan 2020 (2002) outlines Statewide and local measures to increase walking and to promote pedestrian comfort and safety. The plan provides a policy framework addressing pedestrian issues and clarifies WisDOT's role in meeting pedestrian needs. Pedestrian facilities include sidewalks, walkways, streetscapes, crosswalks, traffic control signals, overpasses and underpasses, bridges, multi-use paths, curb cuts and ramps, transit stops, and paved shoulders. This plan should act as a guide for improving existing pedestrian facilities and for designing new sidewalks and paths for pedestrians.

Wisconsin State Airport System Plan 2020

Wisconsin State Airport System Plan 2020 includes a general inventory of existing airport facilities in the State and provides a framework for the preservation and enhancement of a system of public-use airports to meet the current and future aviation needs of the State. It includes recommendations to upgrade existing facilities through runway extensions and replacements and facility improvements, but does not identify any new locations for airports to meet future needs.

B. Transportation Goals, Objectives and Policies

Goal: Provide a safe and efficient multi-modal transportation system.

Objectives, Policies, and Programs:

- a. Provide safe and convenient access for cars, bikes, and pedestrians between neighborhoods, employment centers, schools, service centers, and recreational centers.
- b. Coordinate transportation improvements with new development proposals to ensure that the Village retains a safe and functional transportation system as the community grows.
- c. Integrate transportation facilities with desired land use patterns, especially for traditional neighborhood development where streets are of modest width and driveways can be accessed from either the front or the rear of a home.
- d. Support biking, walking, and other non-motorized modes of transportation by requiring new neighborhoods be well connected to existing neighborhoods, important destinations and Village streets, with multiple access points into and out of the neighborhood and by planning for a network of hiking/biking trails connecting key points in and around the community to ensure safe pedestrian and bike use.
- e. Ensure that schools, parks, playgrounds, and similar activity centers are well served by sidewalks and bicycle routes. Consider bicycle and pedestrian access when selecting sites for new public facilities such as schools, parks, libraries, and community centers.
- f. Coordinate with the Town of Salem, Town of Brighton, Town of Paris, Town of Bristol, Kenosha County and SEWRPC regarding future transportation and land uses in areas near the Village.
- g. As population growth and demand warrants, consider future vanpool connections and/or shared taxi ride service from the Village to I-94 park and ride facilities, the City of Kenosha, and/or the Metra commuter rail stop.
- h. Explore ways to encourage additional funding for an expansion of Kenosha County's para-transit services, especially for the elderly in the Village.

C. Transportation Recommendations

Building upon the goals, objectives and policies described above, the following recommendations are offered:

1. Adopt an Official Map for the Village and Its 1.5-Mile ETJ

The purpose of an Official Map, which must be adopted by ordinance, is to ensure that areas for planned future public facilities are reserved. Map 4 can be used as a starting point for the Village's Official Map. Official Maps typically show general alignments of planned arterial and collector roads, expanded rights-of-way for certain existing roads, and recommended locations for drainageways for stormwater management, possible sewer interceptors, new parks, new schools facilities, possible trails, and any other planned public facilities. When development is proposed in an area of a feature on an Official Map, the local government may obtain land for that feature through dedication, purchase, or reservation. Minimum setbacks from roads should be measured from future right-of-way lines as recommended on the Official Map. The Official Map may be amended from time-to-time as desired by the Village.

2. Review and Amend as Appropriate the Village's Land Division Code

Walking, biking, and public transit will become increasingly important in Kenosha County, particularly as the youth and elderly population increases. There are a few areas of the Village's current land division code related to transportation that could be updated to improve pedestrian accessibility in the community. These include:

- **Standards to encourage an interconnected local street pattern and pedestrian connections within and between new subdivisions.** Map 4 shows the conceptual alignment of new proposed streets to serve new planned residential areas. The existing and future circulation pattern within the Village should provide **multiple routes** to most destinations, while minimizing potential conflicts between residential and non-residential land uses. Spreading traffic among several roads allows for the most efficient use of transportation dollars and minimizes traffic congestion on a few main roads. An interconnected system is also preferred for bike and pedestrian access, police and fire access, street maintenance, and snow plowing. The land division code should state that the Village discourages **cul-de-sacs unless limited by topographic constraints** such as an environmental corridor or water feature. Where street connections are not possible, such as in a cul-de-sac, **pedestrian connections should be provided**. Currently, the land division ordinance does not address either interconnected street patterns or connections between subdivisions.
- **Sidewalk requirements.** The current ordinance does not require sidewalks to be installed in new development, but states that they "may be required" on blocks longer than 900 feet. Standards for sidewalks are an important part of a subdivision ordinance because they ensure a safe and comfortable way for people to get around the neighborhood and to other parts of the Village. Sidewalks are also important places for neighborhood recreation and socializing. The Village should adopt standards to require sidewalks of a minimum of 5 feet in width, on both sides of the street in all new development.
- **Allow alleys where appropriate.** The current code states that alleys are not allowed in new residential subdivisions. To facilitate traditional neighborhood development goals, this restriction should be amended to allow alleys where the Village Board deems them appropriate to provide a safe and attractive residential development pattern.
- **Reduce block length.** In the existing land division ordinance, block lengths for new development can be up to 1,500 feet long. Many communities are finding that block lengths of 800 feet are more conducive to pedestrian movement and create a more intimate neighborhood feeling.

- **Easements for trails.** The current land division ordinance states that easements should be dedicated where required for standard utilities (gas, sewer, water, etc), but does not mention any dedication requirements for multi-use trails. As the Village grows and develops, it may want to require dedication of land for hiking or biking trails. Stating this in the subdivision ordinance will facilitate the ease at which dedications are made in the future.

3. **Prepare and Update Annually a 3 to 5-year Capital Improvement Program (CIP)**

A CIP can help the Village set priorities for new projects and on-going maintenance of the transportation and utility systems. The Village is currently conducting short-term planning (i.e. site plan review for new developments) and long-term planning (i.e. this Comprehensive Plan), but a CIP fills that important mid-range planning gap that is perhaps the most crucial and most commonly overlooked component of managing a Village. As a mid-range facility planning effort, a CIP can help avoid large fluctuations in budgets on a year-to-year basis. An important component of a CIP is evaluating current utility and transportation systems. The Village is in the process of a two-year program to resurface all of the streets. This is a perfect example of a program to include in the Village's overall CIP, in order to understand how it fits in the larger picture of capital improvements being conducted in the Village. Looking at a comprehensive picture can help the Village logically determine when and at what level those needed improvements should be funded.

The following projects are a few examples of those that could be included in an initial CIP:

- The two-year program to resurface Village streets;
- Building trail facilities as shown on the Planned Land Use Map;
- Needed sewer line and water line improvements in existing areas (to increase capacity, to fix leaks, etc.);
- Wastewater treatment plant upgrades needed to accommodate new population growth;
- Water and sewer extensions into developing areas of the Village. More information about water and sewer extensions can be found in the Utilities and Community Facilities Chapter.

As part of the CIP process, the Village should also consider:

- **Rating street conditions using a consistent rating system.** One such system, used by WisDOT is PASER, which uses a sliding scale ranging from 1 to 10 for asphalt and concrete surfaces, with 10 being "excellent" and 1 being "failed". Wherever necessary, major roadway reconstructions should take place at the same time as planned improvements to the water and wastewater distribution and collection systems when those systems are located below city streets.
- **Improving and replacing sidewalks** based on logical system of evaluating sidewalk condition, usage and safety issues.
- **Earmarking "discretionary" funds** to ensure some flexibility to respond to unforeseen priorities. The Village Board should formally approve the allocation of these discretionary funds to certain priority projects.

V. UTILITIES AND COMMUNITY FACILITIES

This section of the Plan contains a compilation of background information, goals, objectives, policies and recommended programs to guide the future maintenance and development of utilities and community facilities in the Village of Paddock Lake, as required under §66.1001, Wisconsin Statutes.

A. Existing Utility and Community Facilities

1. Village Facilities

The Paddock Lake Municipal Building, located at 6969 236th Ave, houses the Village clerk's office, the building inspector's office, the police, and a meeting room. The Village constructed the building in 1987.

2. Parks and Recreational Resources

The Village values the contribution of parks, open space, and other natural areas to the area's quality of life, and places a high priority in their acquisition and maintenance. It adopted its Comprehensive Outdoor Recreation Plan (CORP) in April 1999, which it is in the process of implementing. It plans to update the CORP sometime in 2005.

Parkland in the Village is shown on Map 2. As of 2004, the Village had approximately 29 acres of parks and open space, encompassing about two percent of its total land area. The Village maintains seven parks and three lake access areas.



Village Parks

- **62nd Street Park.** This neighborhood park encompasses 0.3 acres in the northern part of Paddock Lake. The park is well maintained and includes a play area, lighted basketball court, picnic table, park bench, and playground equipment with swings. This park is located in a low-lying area and is prone to flooding.
- **Erickson Park.** This park is located in the northeast section of the Village. The 1.5 acre neighborhood park includes unlighted tennis courts, a half-court basketball court, and open recreation area, benches, and playground equipments with swings and a merry-go-round.
- **Hoag Park.** Hoag Park is a small, 0.6 acre park situated on the eastern shore of Paddock Lake. This neighborhood park includes a swimming area, open recreation area, benches, picnic tables, and playground equipment.
- **McAlonan Park.** This popular park is a centrally located and includes 1.5 acres in the southwest section of the Village. The park includes a fishing pier, a basketball court, an open recreation area, benches, restrooms, and updated playground equipment.
- **Senior Citizens Park.** This undeveloped neighborhood park includes .66 acres along the northwest shore of Paddock Lake. This park has no formal recreational infrastructure.

- **Paddock Lake Municipal Building.** The Paddock Lake Municipal Building includes a 2.5 acre site that offers a well-developed recreational area. A softball/baseball diamond on the site has recently benefited from improvements.
- **The Union League Club is a Boys and Girls Club Run by the Chicago Union League.** This organization runs an annual summer camp for children. It is located on the north-central portion of the Village, north of CTH K.

Other Parks and Open Spaces

- **Old Settler's Park.** Kenosha County owns and operates this 10-acre park in the center of the Village, just north of STH 50. The park boasts many facilities of a larger community park, such as extensive picnic areas, restrooms, park shelter, children's play equipment, swimming beach and paved parking lot. The County charges a daily or yearly fee to use the park facilities.
- **Westosha Central High School.** This 2-acre school recreation area is located on the south side of STH 50 adjacent to Central High School. This park is classified as a community park and has three baseball diamonds, one football field/track facility and a soccer field.
- **Natural Areas.** See Chapter II for a description of the natural areas around the Village.

Lake Access Areas

- **75th Street Public Lake Access.** This access area consists of more than a 200-foot long strip of shoreline on the south side of Paddock Lake. There are restrooms located at this site.
- **Hooker Lake Access Site.** This boat launch provides lake access on the north end of Hooker Lake in the southeast end of Paddock Lake. The Village improved this access area with a public boat access and parking area upgrade in 1999.
- **Paddock Lake Boat Launch.** This launch facility is located on the eastern shore of Paddock Lake, at the end of 68th Street, off of 236th Street. A concrete launch is located at this site and parking is available at the Paddock Lake Municipal Building, three blocks from the launch area. The concrete launch was constructed in part with a DNR grant.

The National Recreation and Park Association (NRPA) Recreation and Open Space Standards recommend 6.25 to 10.5 acres of close-to-home parkland per 1,000 people.

Assuming the Village has around 3,100 persons in 2004, the Village would need between 19 and 33 acres of close-to-home parkland. The Village's current 29 acres is appropriate for its current population. There are, however, **additional park and recreational needs describe in the Recommendation section below.**

2004 Village Survey Results

When asked what kinds of additional park facilities are needed, most respondents (36.3%) answered "Natural areas, such as nature trail, wildlife viewing areas, interpretive centers which are focused on natural features, such as rivers, streams, ponds, wetlands, woodlands, etc." Almost as many (35.3%) responded that all park and recreational needs are being met.

3. Schools

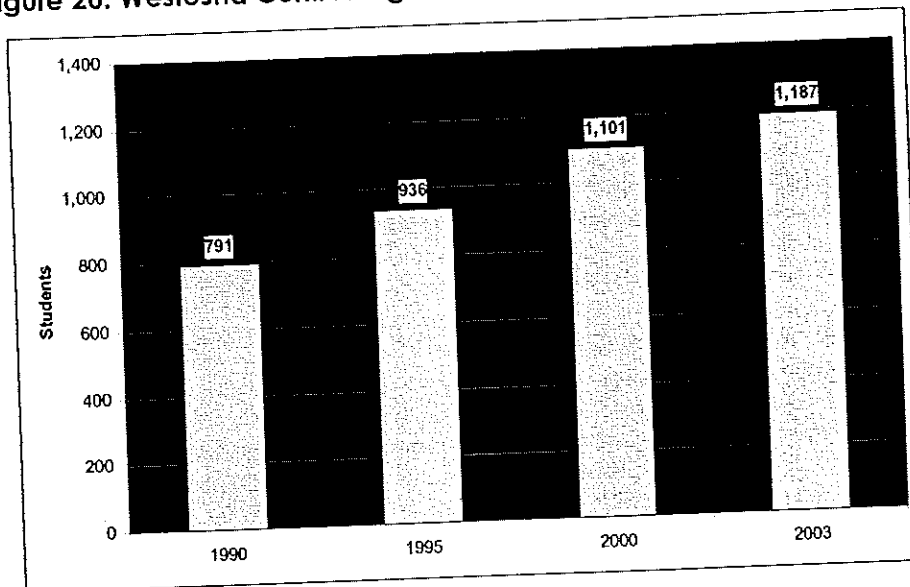
There are three school districts that operate within the Village. These districts comprise a portion of the Westosha Central Feeder Schools Consortium, which is made up of six school districts in Kenosha County. The school district boundaries are shown on Map 1.

- **The Central High School District of Westosha** is the largest District in the County, servicing most of the Towns of Paris, Bristol, Brighton, and Wheatland, and a little less than half the Town of Salem. It operates the Westosha Central High School on the Village's southwest side. Enrollment at this school increased by about 50% between 1990 and 2003 (See Figure 20). The school has created projections for 2005, based on the existing enrollment in the District's ele-

mentary schools. The school expects to accommodate 1,225 students by 2005. The school's maximum capacity is approximately 1,200 students. A referendum is scheduled to fund construction of an additional school.

- The **Brighton Elementary School District** operates Brighton Elementary (K-12), serving Village residents north of 60th Street. This school has 190 students enrolled in 2003-2004.
- The **Salem Grade School District** operates the Salem Grade School (K-8), which serves the remainder of the Village. Salem Grade School has 1,140 students enrolled in 2003-2004.

Figure 20: Westosha Central High School District Enrollment, 1990 - 2003

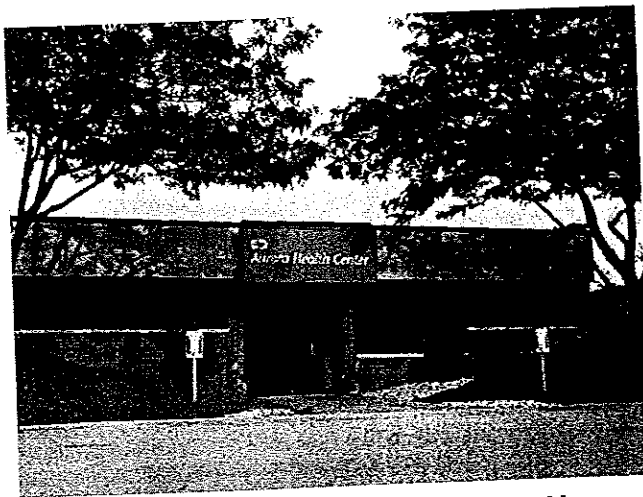


Source: Westosha Central High School, 2004

4. Police, Fire, Emergency, Health Care Services and Child Care Facilities

The Village contracts with the Kenosha County Sheriff's Department for police protection. The Paddock Lake Fire and Police Commission contracts with the Town of Salem Fire and EMS Committee for fire and rescue services. Two stations based in the Town of Salem service the Village of Paddock Lake.

Paddock Lake does not have any hospitals within the Village limits. However, there is the Aurora Paddock Lake regional clinic located in the Village. The clinic is open Monday through Friday. In addition, three hospitals within a 20 mile radius serve Paddock Lake residents, including Memorial Hospital in Burlington (about 14 miles), the Aurora Medical Center of Kenosha (about 16 miles), and the Lakeview Neurorehab Center, Midwest (about 17 miles; Waterford, WI).



5. Libraries

The Community Library, which is part of the Kenosha County Library System, operates three branches near the Village. The Community Library began in the late 1970s as a volunteer run effort and has expanded to include three branches. The branch in the Town of Salem is the closest to Paddock Lake. There is no library located within the Village.

6. Water Supply

Residents and businesses in the Village of Paddock Lake obtain their water supply from a municipal water system. This water system uses water from two wells located 136 and 141 feet deep. About 30% of the Village is served by municipal water. The remainder use private wells.

Historically the Village has enjoyed access to good quality groundwater with only a few problems stemming from slightly elevated levels of iron. The level of iron in the water is an aesthetic issue, not a safety issue. Lately, concerns have arisen about the draw-down of the local aquifer caused by new urban development. A recent study of the Village's water supply and distribution system summarizes future water demand in the Village and provides water supply options based on future development projections. The Village is currently seeking new groundwater sources to accommodate anticipated growth and development, particularly west of the current Village limits in areas identified for sewer service area (SSA) expansion in the Village's 1997 Development Plan, but which have since been designated as the Town of Salem's SSA, and also areas south of STH 50.

7. Wastewater Treatment Facilities

In Kenosha County, the DNR has contracted its authority over the extension of public sanitary sewer systems to the Southeastern Wisconsin Regional Planning Commission (SEWRPC), while the County regulates private sanitary systems. To assist in the administration of its responsibility regarding public sanitary systems, and to coordinate this authority with other regional planning objectives, SEWRPC has established a series of "sewer service areas" to delimit the areas in which public sanitary sewer systems and services can be provided. Under SEWRPC policies, urban (sewered) development must be directed into sewer service areas. The Village of Paddock Lake is currently served by two Sanitary Sewer Districts (SSDs); its own, and the Town of Salem SSD.

The Village's wastewater collection system consists of a municipal sewage treatment plant served by a sanitary sewer system of sewer mains and collector lines. The sewer system **currently experiences infiltration during rain events**, which increases the amount of liquid in the pipes. The increased volume from infiltration causes a strain on the wastewater treatment plant. The Village recently completed a Sanitary Sewer Evaluation Study (SSES) that identifies the location of leaks in their collection system and how to most effectively deal with those leaks. A moderate amount of renovation of these mains and laterals has been done in the past, and continued on-going maintenance will be required. Sewer mains and laterals in the Village are reconstructed when streets are resurfaced. As this occurs, the strain caused to the treatment plant from infiltration will be eased, freeing up capacity. The Village is currently researching ways to fund these improvement projects.

The original treatment plant, constructed in 1958, was expanded in 1967 and further modified in 1970. The plant was rebuilt between 1989 and 1990. The Village uses an extended, aeration-activated sludge process to treat its wastewater. Although the majority of the system is based on gravity flow, five pump stations transport wastewater from low-lying areas to the treatment facility. The plant's peak capacity is 2,000 gallons per minute.

The 2020 Facilities Plan, adopted in 1997, mentioned that the **hydraulic and organic load on the plant sometimes exceeds its design capacity**. As mentioned above, the plant operates within its design capacity during times of normal water flow, but exceeds capacity during periods of heavy, or wet, water flow. However, the treated water leaving the plant typically exceeds State requirements for water quality and the Village is one of the few communities in the area that did not bypass untreated wastewater into area waterways during the heavy May rains and floods of 2004. The Village expects

to make decisions on future plans for the facility after completion of a required evaluation of the plant, which will occur within the next five years. One goal of this study will be to analyze the feasibility of a consolidated sewer service area serving the Village. Regardless of the specific recommendations that develop from the study, the Village will need to upgrade its treatment plant during the life of this *Plan* to accommodate the expected population growth in the Village.

The Town of Salem is in the process of preparing a wastewater management plan as this *Plan* is being adopted. The wastewater management plan includes areas within the Village's planned growth areas.

8. Stormwater Management System

The Village experiences periodic flooding in some developed areas of the community, but does not currently participate in the Federal Emergency Management Agency (FEMA) floodplain mapping system. Flooding is notable in the residential areas north of the lake and slightly to the east. This area was addressed in some detail in SEWRPC's June 2003 publication entitled *A Comprehensive Plan for the Des Plaines Watershed*. The plan estimated that average annual monetary flood damages.

attributable to primary and secondary structural flooding were estimated at \$18,500 under existing conditions, and \$31,400 under planned land use and existing channel conditions. However, the planned land use scenarios used for SEWRPC's plan were much less than those identified in the Planned Land Use Map presented in this *Plan*. The SEWRPC plan discussed four different alternatives to improve the flooding hazards and recommended an alternative the seemed to have the highest benefits-cost ratio. This alternative recommended a combination of a detention storage area north of 60th Street, storm sewer improvements, and structure floodproofing for some of the homes in the area. The Village is currently investigating how to fund flood mitigation in this area of the Village.

During the summer of 2004, the Village conducted regular maintenance activities on its storm sewer. It replaced some culverts, and installed and cleaned drainage ditches during regularly scheduled road maintenance work on the Village's west side.

The Village has erosion control standards in place for new development. However, it does not have a stormwater management plan. As a member of the Round Lake Beach of Illinois management area for National Pollution Discharge Elimination System (NPDES) Phase II permitting, the Village will be required to reduce pollutant load in stormwater by 20% by 2008, by 40% by 2013. Those communities permitted under Phase II are required to develop and implement a comprehensive stormwater management program that includes six minimum measures: (1) public education and outreach on stormwater impacts; (2) public involvement/participation; (3) illicit discharge detection and elimination; (4) construction site stormwater runoff control; (5) post-construction stormwater management for new development and redevelopment; and (6) pollution prevention/good housekeeping for municipal operations.

9. Solid Waste Disposal and Recycling

The Village contracts with Waste Management for removal of residential waste. Businesses in the community are responsible for their own waste removal. Solid waste is hauled to the Pheasant Run Landfill. Waste Management also collects recyclable materials for the Village.

10. Telecommunications

Verizon North provides telecommunications service in the Village of Paddock Lake. There are two cell towers in the Village. In the future, the Village prefers pursuing a co-location strategy for new cell towers.

11. Electric Generation and Power Distribution Systems

The Village receives its electric and gas service through WE Energies.

12. Cemeteries

There are no cemeteries located within the Village limits. The Union Cemetery, located on STH 50, 1.5 miles west of Paddock Lake is perhaps the closest cemetery to the Village. Members of the Paddock family, for whom the Village is named, are buried in this cemetery.

B. Utilities and Community Facilities Goals, Objectives and Policies

Goal: *Preserve the Village's sense of community and quality of life by maintaining and enhancing access to public services and facilities.*

Goal: *Coordinate utility and community facility systems planning with land use, transportation, natural resource, and recreation planning.*

Objectives, Policies and Programs:

- a. Ensure that basic public services such as adequate police and fire protection, street services, sanitary sewer services and education are made available to all residents.
- b. Provide quality, accessible school, recreation, library, and open space facilities and services to meet the needs of all age groups in the Village.
- c. Encourage logical, cost-efficient expansion of public utilities to serve compact development patterns.
- d. Maximize the use of existing utilities and facilities within the Village, and plan for an orderly extension of municipal utilities and facilities in the planned growth areas shown on Map 4.
- e. Ensure that the Village's sanitary sewer system, wastewater treatment facility, and water system have adequate capacity to accommodate future growth.
- f. Use impact fees as deemed appropriate to help cover the costs of development.

C. Utilities and Community Facilities Recommendations**1. Prepare and annually update a 3 to 5-year capital improvement program (CIP)**

A CIP sets priorities for competing public facility needs (e.g. water system development, sanitary sewer system development, new roads, schools, parks, libraries, etc.) to ensure that capital improvements coincide with the overall community development goals set forward in this *Plan*. This type of mid-range facility planning effort can help avoid large fluctuations in budgets on a year-to-year basis and ensure proper emphasis is placed on high priority projects and needs. The Westside and Eastside Growth Areas identified on the Planned Land Use Map will require significant investments in public utility services, and a CIP can assist the Village in preparing for these expenditures well in advance of when the funds are actually needed. In addition, a CIP is an appropriate place to gather recommendations for utility improvements identified in other plans, such as the recently-completed SSSES. The recommendations in this plan should be included in a new Village CIP. (See the Transportation Chapter Recommendations for more information about CIP).

2. Adopt an official map for the Village and its 1.5-mile ETJ

As described in Chapter Four, the Village should consider creating an official map to identify the locations for new public facilities, such as roads, sanitary sewer lines, water lines, storm sewer lines, trail extensions and parks. This will be particularly important for the growth areas identified on the Planned Land Use Map.

3. Coordinate future land development with utility improvements

The Village should coordinate future land development with planned improvements to the public sanitary sewer system, storm sewer system, and the water distribution system, guiding urban devel-

opment into areas with public utilities and away from areas without public utilities. At the time this *Plan* was developed, the Westside Growth Area, as described in Chapter Three, is assumed to have sewer service provided by the Town of Salem and water service provided by the Village. If the Town does not provide sewer and detaches this area from its sewer service area, it would be at least three years before the Village could serve this area. The Village recently approved the *Water Supply and Distribution System West Side Master Plan*, which outlines the water supply, treatment, storage, and distribution facilities necessary to serve the area identified in the Planned Land Use Map as the Westside Growth Area. The water supply will likely come from a shallow water aquifer.

By guiding development into areas that are served by public water and sewer, the Village will maximize the considerable investment that has already been made into public utilities and result in more compact, higher value residential, commercial and industrial uses. The Town of Salem and Village could address the future development of the planned commercial and residential areas near the Village's west and south sides, and associated utility extension and municipal boundary issues, through an intergovernmental agreement. This concept is addressed more comprehensively in the Intergovernmental Cooperation chapter.

4. Implement recommendations of Sanitary Sewer Evaluation Study

The SSES was completed in the spring of 2004 and recommends almost \$1 million worth of needed improvements to the sanitary sewer system. The Village should incorporate these recommendations into an overall CIP to determine when and how to fund these improvements.

5. Explore avenues to assure a high-quality supply of groundwater.

Approximately 70% of the homes in the Village use private wells for their water supply. Private wells in the Village, and possibly new wells for the growth areas, draw water from the upper, shallower aquifer, which can be susceptible to contamination. Therefore, the Village should consider the following steps to protect public health and groundwater resources:

- **Identify the land in and around the Village that re-charges (through infiltration) private wells and create a plan to protect these areas from contamination.** If left unprotected from high-risk land uses, these recharge areas can allow contaminants to enter the subsurface. High-risk land capable of contaminating public and private water supplies include chemical storage facilities, road salt usage and storage, animal feedlots, fertilizer and pesticide use, septic tanks and drain fields, underground storage tanks, underground pipelines and sewers, landfills, and quarries. If left unprotected from such uses, and if leaks occurred, these contaminants could reach water supply wells. The Village can identify its recharge areas with assistance from WisDNR. The Village's engineer does not have detailed plans to understand where these areas are and what the risks are. Additional investigation is necessary. **An overlay district should be created to protect these areas from those high-risk land uses.**
- **Limit the types of land uses and activities within wellhead areas.** In addition to recharge of infiltration areas, the Village should pay careful attention to any redeveloping land uses around existing wells and new land uses around planned wells to serve the Village growth areas. A single, unified overlay zoning district should be created to protect wellhead areas, and the infiltration/recharge areas.
- **Develop contamination contingency plans for accidental spills.** Wisconsin statutes require that spills of hazardous materials be immediately reported and cleaned up to protect Wisconsin citizens and resources. WisDNR Regional Spill coordinators work with local emergency planning agencies and fire departments on spill response issues. These coordinators can assist the Village with planning for how to deal quickly and efficiently with accidental spills.
- **Minimize impervious surfaces (e.g., rooftops, paved areas) and promote water infiltration (e.g., stormwater basins, bioretention areas, drainage swales) through best management**

practices (BMPs). The Village should encourage developers to incorporate BMPs in new developments to protect water quality and should set examples for innovative BMPs on its own facilities and sites.

- **Direct residential development away from all closed remediation sites, gas stations, and other potential sources of groundwater contamination (1,200 foot radius).**
- **Limit the use of salt on roads, and locate and manage snow and salt storage areas to avoid groundwater and stream pollution.**

6. Address stormwater management issues

The Village could expand and rehabilitate its storm sewer system through both a comprehensive stormwater management plan and the creation of a stormwater utility. A comprehensive stormwater management plan can generate baseline data to determine how to increase the capacity and efficacy of Paddock Lake's storm sewer in the most cost-effective manner. Grants are available to assist the Village with such a study. The Village also should consider creating a stormwater utility, to which residents would pay fees, based on the amount of stormwater they generate. The fees would be targeted toward stormwater maintenance and upgrades. Many communities, including smaller communities are finding that a stormwater utility, run in much the same way as a water or sanitary sewer utility, can be a cost-effective way to provide needed funds for maintenance and upgrades of stormwater facilities. These recommendations are especially important in light of the anticipated NPDES Phase II permitting requirements, one of which is a comprehensive stormwater management plan. The Village could use the information gathered in this study to better pinpoint the location of the floodplains and floodways in the Village, if it determined the FEMA maps were inadequate.

7. Enforce existing erosion control standards during site construction and encourage ongoing stormwater management after construction.

This is especially important for subdivisions and other larger projects to protect water quality and prevent flooding and sedimentation in area waterways. Progressive stormwater management practices, such as infiltration and retention ponds, should be incorporated into development proposals to address the water quantity impacts to area waterways and "downstream" property owners. Post-development stormwater run-off should not exceed pre-development conditions.

8. Monitor need to connect existing development to public utilities

The Village should thoughtfully plan for extensions of the sanitary sewer system and water system to serve areas of existing development that may require service. As the Village experiences more conversions of seasonal to year-round homes and the failure of septic systems, the sanitary sewer system may in the future be extended to areas currently not served, including existing development on the edge of the lake. In addition, the people using private wells for their water supply may be interested in hooking up to public water in the long-term if the water quality or quantity of the aquifer supplies is reduced. Such actions would require further study and coordination with property owners.

9. Work with the County and neighboring communities to monitor and revisit when necessary joint service agreements.

As the Village grows, existing joint agreements for certain shared services and facilities may no longer provide adequate service to residents of Paddock Lake. Although some shared services such as Emergency Medical Services (EMS) may continue to be viable in the long-term, other shared services, such as the county library branch may no longer meet residents' expectations, in which case the Village may want to construct a Village library.

10. Consider the use of impact fees

The Village should consider using impact fees so that new development is assessed a connection/impact fees to pay for the costs of connection to the utility system and for future facility expansion. As the infrastructure needs associated with the land use and transportation recommendations of this Plan are understood, the Village will be able to evaluate a number of different fee alternatives designed to ensure that the costs associated with providing service to a new development are, in fact, passed on to that development. Although recent Wisconsin legislation limits the use of impact fees (i.e. school costs cannot be recouped), it also validates the use of development exaction techniques for a wide variety of facilities with which municipalities are concerned.

11. Implement the recommendations of the Village's 1999 Comprehensive Outdoor Recreation Plan

These recommendations include:

- Plan for new **neighborhood parks** in conjunction with new subdivision developments. In general, park siting should provide for a combination of active and passive features in the same park. Where possible, neighborhood parks should locate adjacent to environmental corridors (which ultimately may carry trail facilities). All residents should generally be within a 10-minute walk (at most ½ mile) from a neighborhood park.
- **Develop a system to collect fees in-lieu-of dedication** with new subdivisions. In addition to a land dedication or fee-in-lieu amount, many communities are also now requiring payment of a park **improvement fee**. These fees are used by the communities to develop parks with appropriate facilities, such as playground equipment.
- Plan for an **active use community park** with facilities and infrastructure designed for organized sports, such as baseball and soccer. The Village may need to purchase portions of this park, possibly using collected park land dedication fees.

12. Update the 1999 Comprehensive Outdoor Recreation Plan

Outdoor recreation plans must be updated every five years to maintain eligibility for State and Federal park and open space grants. These grant programs include the Wisconsin Stewardship Programs Stewardship Local Assistance Grants, Land and Water Conservation Fund (LAWCON), and the National Recreational Trails Fund (RTA). The plan should address at a minimum the following issues, which were identified during this Comprehensive Plan process:

- **Additional off-road hike and bike trails.** There are currently no off-road hike and bike trails in the area. Multi-use trails are planned and mapped on the Planned Land Use. The Village should pursue trail easements for these areas before and during land development proposals are offered for those areas. The Village can work with WisDOT, WisDNR, the adjacent towns, and Kenosha County to develop these multi-use paths. It should apply for state or federal grants, especially those mentioned above, to fund these projects.
- **An active community park.** Currently, many of the Village's existing parks are smaller "neighborhood" parks that are too small for these uses. This planning process has identified a need for a Paddock Lake Community Park (10 or more acres in size) for a wide variety of outdoor activities that require fields or other larger areas for active uses, such as baseball, soccer, and tennis.
- **A natural area for wildlife viewing and environmental education.** Currently, there is no natural area for wildlife viewing and natural area interpretation. The Bong State Natural Area is north of the Village, but a smaller natural area interpretive center may be appropriate, as well. Such areas should provide passive recreational uses (cross-country skiing, bird watching, etc.) fo-

cused on the enjoyment and interpretation of nature, and the importance of good environmental stewardship. Many of the environmental corridors, shown on the Planned Land Use Map, are fascinating wetland systems that typically go unnoticed and unappreciated for the water quality benefits and waterfowl habitat they provide.

- **Smaller, accessible neighborhood parks** will be needed as the Village grows.
- **Revision of parkland dedication.** The current parkland dedication requirements should be revisited to ensure that they are appropriate for the current development climate in the Village, and modified accordingly.

13. Coordinate with the area school districts in the siting and construction of new schools.

To make sure it has a voice in school district decision-making, the Village Board should cooperate with the Central High School District of Westosha in long-range planning and decision-making regarding the need for a new high school, as well as the two elementary school districts within the Village's ETJ area. The Village may want to consider inviting school board members to its Board meetings to maintain an open line of communication between Village officials and the school boards.

14. Complete a comprehensive space needs study for Village facilities over the 20-year planning period

Participants of this planning process identified the need for a Village library and a senior center. The current Village Municipal Building has limited space to house any new administrative functions that may be needed if it grows to the anticipated population projected in this Plan. Currently, there are a number of part-time employees serving residents' needs. These positions may need to gradually shift to full-time staff positions. The long-term space needs for all of these functions should be evaluated simultaneously, because the functions and facilities are so interrelated. Numerous options exist, including reconfiguring existing spaces, finding new space for some functions, building a combined new space for all functions, and/or cooperating with the school district or other agencies to share space. For example, the Village could consider combining a senior center with a day care center or other community services (e.g., Community Food Pantry) to create an intergenerational community center that serves a wide variety of ages. The currently developed area of the Village should remain the most preferred location for these functions to maintain or increase activity levels there.

15. Incorporate standards for telecommunications facility siting

Telecommunications facilities (e.g., cell towers) have the potential to detract from the community character of the Village. Standards should be included in the Village zoning ordinance that support co-location of multiple antennas on a single tower and the use of alternative support structures such as silos, light poles, billboards, electrical poles, and other tall structures in locations that are favorable to preserving the Village's character. Also, facility locations that maximize the screening of the tower structure through topography or vegetation are preferred. Support equipment and the base of the tower should be fully screened from adjacent properties and all public roads, including STH 50, with fencing or evergreen vegetation.

16. Generally follow the timetable shown in Figure 21 to create, expand or rehabilitate community facilities and utilities

Figure 21: Timetable to Improve or Enhance Utilities and Facilities

Utility or Facility	Timeframe for Improvements	Comments
Capital Improvement Program	Beginning in 2006 budget year	<ul style="list-style-type: none"> Prepare and update 3-5 year Capital Improvement Program annually.
Water Supply	Ongoing	<ul style="list-style-type: none"> Undertake various efforts described in this <i>Plan</i> to protect groundwater quality. Consider extension of water service to developed areas of Village not on public water. Extend water to developing areas west of STH 75 and south of STH 50 west of STH 83.
Sanitary Sewer	Ongoing 2010+	<ul style="list-style-type: none"> Upgrade sewer lines and treatment plant as need dictates to accommodate expected population growth, based on recommendations of SSES.
Solid Waste Disposal	N/A	<ul style="list-style-type: none"> All landfills in the Village area are closed.
Stormwater Management	Ongoing	<ul style="list-style-type: none"> Enforce adequate erosion control standards and encourage Best Management Practices in new development, redevelopment sites. Set example for BMPs on Village sites.
	2005-2010	<ul style="list-style-type: none"> Continue to investigate ways to address flooding for flood-prone areas of Village.
	2005-2006	<ul style="list-style-type: none"> Create stormwater management plan to address stormwater quality and quantity.
Police Protection	2007 - 2010	<ul style="list-style-type: none"> Complete a study that considers future needs/adequacy of Police protection and facilities in the Village.
Fire Protection and EMS Services	Ongoing 2010+	<ul style="list-style-type: none"> Continue to work with the County and Town of Salem to ensure the joint service agreement is still an appropriate and mutually beneficial arrangement for all parties.
Library, Senior Center, Village Administration	2007 - 2009	<ul style="list-style-type: none"> Conduct a long-range facilities study to assess need for Village facilities – administrative space, library, senior and other community gathering centers.
Medical Facilities	N/A	<ul style="list-style-type: none"> Medical facilities in the Village and nearby communities appear to meet needs.
Schools	2004 – 2007	<ul style="list-style-type: none"> Work with the area school districts to accommodate new residents in the area's schools, including siting and construction of new facilities when needed.
Park & Recreation Facilities	2005	<ul style="list-style-type: none"> Implement the recommendations of the existing <i>Comprehensive Outdoor Recreation Plan</i>.
	2005	<ul style="list-style-type: none"> Revise the Village Comprehensive Outdoor Recreation Plan.

Utility or Facility	Timeframe for Im- provements	Comments
	2006	▪ Begin planning for new community park, multi-use trail facilities, and a natural area.
Telecommunication Facilities	2004 - 2007	▪ Ensure that the Village zoning and subdivision ordinances include standards related to telecommunications facilities.
Cemeteries	N/A	▪ No present need to identify future sites or expansions.

VI. HOUSING AND NEIGHBORHOOD DEVELOPMENT

A community's housing stock is its largest long-term capital asset. As is typical in most communities, residential development is the largest developed land category in Paddock Lake (about 21 percent of the Village's total land area). Housing not only provides shelter, but also serves to identify neighborhoods and a community's sense of place. This chapter contains a compilation of background information, goals, objectives, policies and recommended programs aimed at providing an adequate housing supply that meets existing and forecasted housing demand in Paddock Lake.

A. Existing Housing Framework

1. Housing Type Characteristics

According to 2000 census data, there are 1,124 housing units in the Village of Paddock Lake. As shown in Figure 22, the Village's housing stock is predominately single-family homes (92.7 percent). This proportion of single family homes is significantly greater than the County (66.7 percent), the SEWRPC area (75 percent), and the State (69 percent). About 7 percent of the Village's housing stock in 2000 was multiple family units, showing little change from the 1990 census data.

Figure 22: Housing Types: 1990- 2000

Units per Structure	1990 Units	1990 Percent	2000 Units	2000 Percent
Single Family	1,001	92.2	1,124	92.7
Two Family (Duplex)	8	0.7	9	0.7
Multi-Family	66.2	6.4	77	6.2
Mobile Home	5	0.4	5	0.4

Source: U.S. Census of Population and Housing, 2000

Figure 23 compares other housing characteristics for the Village with the County and State. The Village's occupancy rate of 89 percent was slightly lower than the County but comparable to the State. The median value of an owner-occupied home in the Village in 2000 was \$112,600, which is less than the County but slightly higher than the State. The median gross rent in the Village is notably higher than both the County and the State. The lack of multi-family housing in the Village could be driving the high price of this scarce housing type. Since the 2000 census, an additional 184 housing units have been added to the Village's housing stock. These housing units are not shown on Figure 23.

Figure 23: Comparison of Housing Stock Characteristics - 2000

	Village of Paddock Lake	Kenosha County	Wisconsin
Total Housing Units	1,213	59,989	2,321,144
Occupancy Rate	89.1	93.4	89%
% Owner Occupied	84.4	69.1	68%
Median Gross Rent (monthly)	\$708	\$589	\$540
Median Housing Value/Owner Occ.	\$112,600	\$120,900	\$112,200

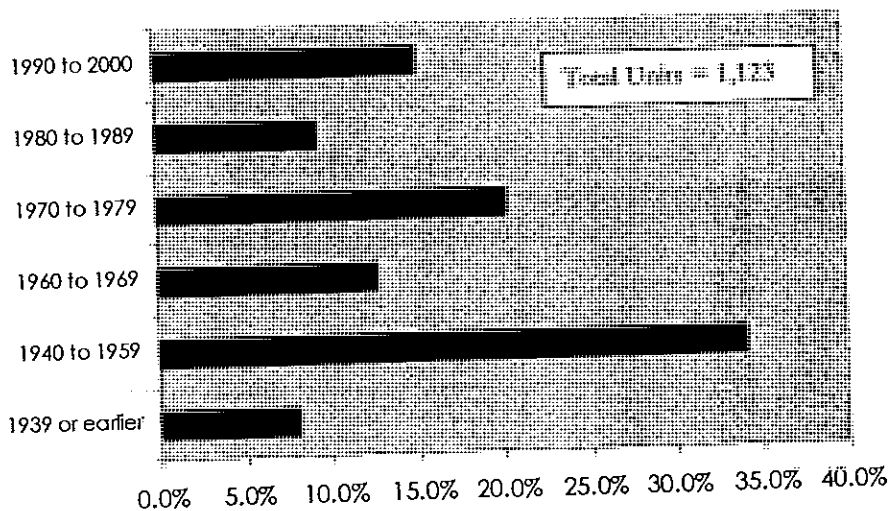
Source: U.S. Census of Population and Housing, 2000

2. Housing Age and Structural Characteristics

The overall condition of housing in the Village can be generally assessed through census data, including structural age, presence of complete plumbing facilities, and overcrowding. Figure 24 illustrates the age of Village's housing stock based on 2000 census data. About 8.2 percent of Paddock Lake's homes were built before 1939, which could increase the interest in housing rehabilitation resources.

In 2000, the census recorded no buildings lacking complete plumbing, kitchen or heating and just four dwellings lacking telephone service. This trend is similar to County, regional and State percentages. There are not many overcrowded living units in the Village, defined as units with more than one person per room. In 2000, about 3.1 percent of the units in the Village were classified as overcrowded, while in Kenosha County the figure was 3.0 percent.

Figure 24: Age of Village of Paddock Lake Housing as a Percent of the Total 2000 Housing Stock



3. Special Needs Housing

Special needs or subsidized housing is for individuals who need housing assistance or housing designed to accommodate their needs due to financial difficulties, disabilities, age, domestic violence situations, or drug abuse problems. Throughout Kenosha County, several governmental, private and nonprofit agencies provide some form of housing assistance to meet these types of situations. According to the Wisconsin Housing and Economic Development Authority (WHEDA), there was one WHEDA financed or monitored rental property in the Village as of 2003. This property consists of 24 apartments, 22 of which are dedicated as elderly housing.

4. Housing Needs Analysis

The relationship between housing costs and household incomes is an indicator of housing affordability, which is gauged by the proportion of household income spent for rent or home ownership costs. The national standard for determining whether rent or home ownership costs comprise a disproportionate share of income is set at 30 percent of gross household income. Households spending more than 30 percent of their income for housing may be at risk of losing their housing should they be confronted with unemployment, unexpected bills, or other unexpected events. The percentage of homeowners in the Village paying a disproportionate share of their income for housing was 22.7 percent in 1999, which was higher than the County at 20.5 percent and the State average of 18 percent.

The percentage of renters in the Village paying a disproportionate share of their income for housing was 25.2 percent, which was higher than the County average and State average.

5. Housing Programs

Several housing programs are available to Village residents:

- WHEDA is the most active housing agency in Kenosha County and has constructed or helped fund most of the affordable housing for low-income families and seniors.
- The U.S. Veterans Administration provides low-cost loans and other housing assistance to veterans in the County.
- The Wisconsin Department of Administration also provides loans to low and moderate income homebuyers in the County.
- Other agencies providing housing services include religious institutions and social service agencies that provide housing services to persons with disabilities, persons with HIV/AIDS and for seniors. Southeastern Wisconsin Housing manages the construction of "self-help" homes and conducts homeowner workshops.
- The USDA also offers loans for low-income housing (both rental and owner-occupied) and home improvements. These loans are awarded on a competitive basis.

B. Housing and Neighborhood Development Goals, Objectives and Policies

Goal: *Plan for neighborhoods that contain a range of housing types, densities, and costs, but which also maintain the Village's mostly single-family character.*

Objectives, Policies and Programs:

- a. Support housing to meet the needs of persons of all income levels, age groups, and special needs.
- b. Encourage high quality new housing construction and maintenance of the existing housing stock.
- c. Encourage neighborhood designs and locations that protect residential areas from incompatible land uses; promote connected street, path, and environmental systems, and preserve the Village's historic development character.
- d. Phase new residential development in a manner consistent with public facility and service capacity.
- e. Guide new housing to areas with convenient access to public sanitary sewer service, public water, parks and recreational facilities, roads, shopping, jobs, and other facilities and services.

C. Housing and Neighborhood Development Recommendations

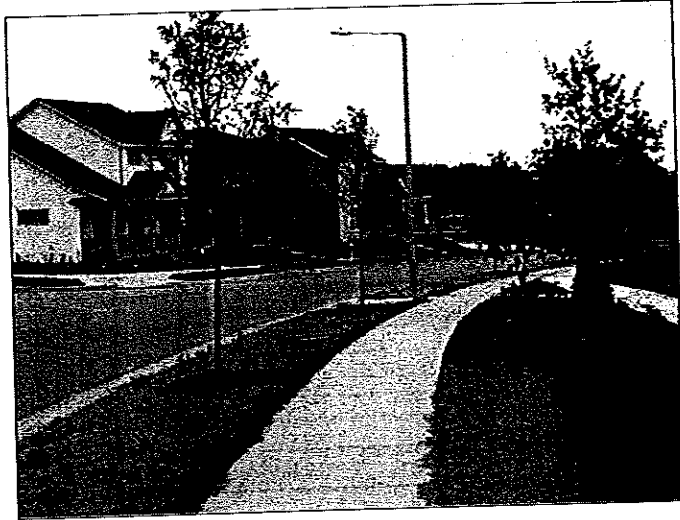
1. Plan for a Sufficient Supply of Developable Land for Housing

As the Village grows, it should ensure that there is adequate land for a range of different housing types and income levels in areas consistent with Village land use goals, and of densities and types consistent with community service and utility availability. The recommended "Planned Land Use Map" for the Village of Paddock Lake (Map 4) will accommodate expected housing demand over the 20 year planning period and beyond, within a variety of residential designations. Redevelopment opportunities for housing may also be available, particularly in the older areas where cottages designed for seasonal use are being converted into homes designed for year-round use.

2. Promote Quality Neighborhood Design and Layout in New Residential Areas.

Within the planned residential areas shown on Map 4, the Village should promote the following concepts of neighborhood design:

- Mix of housing types, lot sizes, densities and tenure options.
- Development of neighborhood focal points, such as parks.
- An interconnected network of streets sized to correspond to traffic volumes and limited speeds.
- Orientation to the pedestrian through sidewalks, paths, smaller front yard setbacks where appropriate.
- Using clustered development layouts where projects are adjacent to natural areas.
- Modest front yard setbacks and avoidance of “garage-scape” street appearance.
- Use of natural stormwater management techniques (such as on-site retention, or incorporating retention areas as a site amenity in a subdivision) to control water quality and quantity.
- Encourage the use of native plants in new subdivisions to ensure that plantings thrive long-term. Planting non-native trees, shrubs and forbs increases the likelihood that those plants are short-lived and will need replacing after a number of years. This loss delays the time it takes for a neighborhood to have mature trees, which is an important consideration in the long-term property values and “livability” of a neighborhood.
- Restoration of degraded environmental features, such as wetlands and the lake shore.



3. **Encourage Housing that Targets Young Professionals, Empty Nesters and Retirees**

Many communities have an aversion to high-density, multi-family housing. This perception is largely based on the belief that such housing strains public resources, depresses property values, and is aesthetically incompatible with “small town” settings. It disregards the fact that many affluent households are aging and would like to downsize their lives without leaving the community. It also does not take into consideration that traditional single-family homes on large lots may actually place the greatest overall strain on public services, because these homes are generally ones with children attending local schools. Further, some households in these higher density developments are in the early stages of careers and have high income potential. Such households generally have low service demands for public schools, and either can’t afford or do not want to maintain their own home and would prefer a high-quality alternative. Many communities have come to view these types of developments as tax base revenue builders (see sidebar on next page).

The population of these young professionals, empty nesters and retirees is increasing as a general trend nationwide. A well-balanced and “sustainable” community requires a greater choice of housing for people at various stages of their careers and lives. In addition, quality, affordable housing along with solid public services and protected natural resources have emerged as primary reasons for businesses to locate in a community.

4. Promote Well-Planned Neighborhood Development in Eastside, Westside, Southwest and Southeast Growth Areas

This *Plan* recommends that neighborhood development continue to expand eastward, westward and southward. Map 4 and Chapter Three contain recommendations for these growth areas. In general, the Village's growth areas should be planned, designed and developed in accordance with "planned neighborhood" principles shown on the following page. Certain parts of the growth areas may also be appropriate for "traditional neighborhood design" techniques, outlined in the sidebar. These techniques seek to replicate some of the design characteristics of pre-World War II neighborhoods in the area. Other parts, particularly those near natural features, may be appropriate for larger homes on larger lots. In general, the Village should ensure that there is a good mix of housing types, colors, facades, garage treatments, and other visual characteristics in all new subdivisions.

For large-scale development projects (e.g., 80+ acres) in all four growth areas, developers should be required (or provided strong incentives) to include non-residential development areas to create convenient, walkable destinations for surrounding residents, and enhance tax base opportunities. Non-residential development, including small-scale commercial uses or institutional uses, is particularly suitable at major intersections or along major roadways in the Village's growth areas. For example, this *Plan* (see Map 4) recommends a cluster of non-residential uses at the "Brass Ball Corner" intersection of STH 50 and STH 75 and at the intersection of STH 50 with a planned north-south road extension on the east side.

Retirement Housing as a Tax Base Revenue Builder

Economic development programs in most communities are concerned with essentially two core issues—jobs and taxes. In communities where unemployment is low and wages high, economic development objectives are really more about building tax base than advancing broader economic goals. Communities have the option of pursuing a number of alternative strategies to increase tax revenues without having to rely solely on new office or industrial employment. Two complementary strategies include: increasing the number of retail and service businesses, and increasing the number of households (and housing types) that place comparatively few demands on public services; namely, housing that is both compact in form and caters to relatively affluent, childless households such as empty nesters, retirees, and young professionals. Such a strategy can help broaden the tax base without offsetting the high-service needs that accompanies traditional single-family housing on larger lots.

By incorporating retirement housing into a compact mixed-use development that also features retail and services, the need for auto trips and parking is reduced and a built-in market to help assure the success of the businesses is created. Restrictive covenants can help ensure that retirees remain in these housing units over the long-term. This type of development strategy could help both the Village's tax picture and revitalize the relatively few underutilized areas within the existing Village neighborhoods.



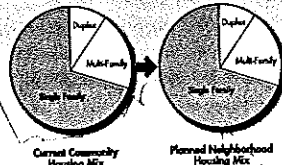
PLANNED NEIGHBORHOODS

Planned Neighborhoods support predominately single family housing mixed with duplexes, multi-family housing, institutional uses, parks, and neighborhood office and retail uses. Planned Neighborhoods provide attractive places to live, play and take care of day-to-day service needs.

Characteristics of Planned Neighborhoods Include:

- Mix of housing types, lot sizes & densities
- Diverse ages & incomes
- Homes within a comfortable walk of parks and services
- Streets connected internally and to larger community
- Neighborhood wide sidewalk & path system
- Natural areas protected and made central to development
- Incorporation of neighborhood focal points such as schools, churches or shopping

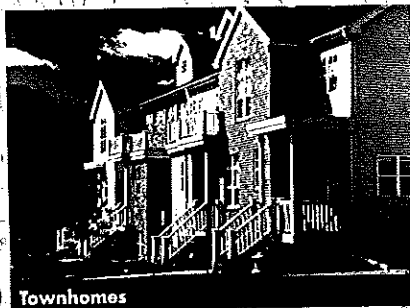
In general, planned neighborhoods should be designed to have the same housing ratio found across the entire community.



A Single Family Homes



C Duplexes



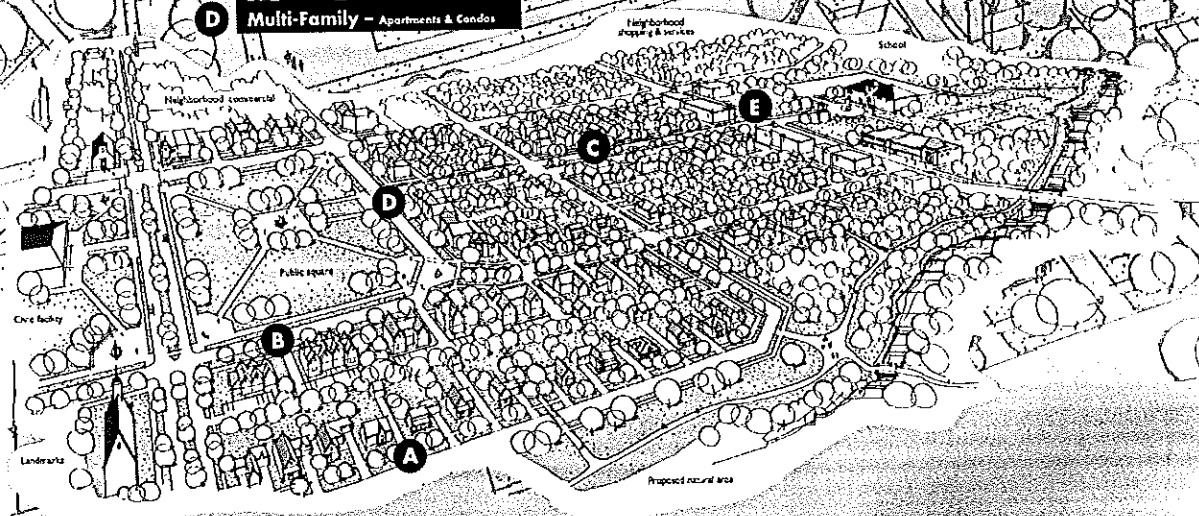
B Townhomes



E Neighborhood Shopping & Services



D Multi-Family — Apartments & Condos



The most effective approach to identifying how the neighborhood design recommendations of this *Comprehensive Plan* would play out "on the ground" is to prepare and adopt a detailed neighborhood development plan for the Eastside, Westside, Southeast, and Southwest Growth Areas, as advised in Chapter Three. The Town of Salem is currently planning for development in the Westside Growth Area, and the Village should take this work into consideration. As part of that detailed planning process, a careful review of zoning district options and subdivision design standards would also be appropriate to assure that Village ordinances are facilitating (or at least not impeding) this design advice.

5. Encourage Efforts to Maintain Existing Residential Areas

Property maintenance in residential areas is a key component to maintaining property values. Efforts the Village should consider towards this include:

- Enforcing the Village zoning ordinance in matters relating to property maintenance (e.g. vehicle storage, waste material storage, noise, odors, glare from lights, etc.) to address issues of basic house and lot maintenance, and updating it as necessary.
- Considering working with the County or others to identify sources of funding to rehabilitate housing that has deteriorated in condition and to promote the concept of in-fill housing on vacant or under-used lots. The Village should consider applying for funds for owner-occupied rehabilitation through the DOA's Division of Housing and Intergovernmental Relations. These are Community Development Block Grant (CDBG) funds that are passed from the U.S. Department of Housing and Urban Development to DOA for distribution at the local level.

Traditional Neighborhood Design

Portions of the Village's two growth areas are appropriate for residential development that employs the concepts of "Traditional Neighborhood Design." Design elements commonly found in traditional neighborhoods include:

- Reduced building setbacks that create a distinct sense of place and charming human scale by bringing buildings close to the sidewalk and street;
- Use of picket fences, wrought iron fences, masonry walls, or hedgerows to define the outdoor space between the home and street and to create human scale spaces;
- Use of front porches and stoops to encourage social interaction between neighborhood residents and to create visual interest in building facades;
- Pulling back garages behind the front facade of the home as much as possible or placing the garage in the rear yard of the home with access from an alley, lane or parking court;
- Use of public plazas, greens and squares to provide focal points for the neighborhood, create visual interest, and generate highly prominent building sites.

Many communities in Wisconsin have enacted an ordinance to guide this type of development, using models developed by the University of Wisconsin and Dane County.

6. Support Rental Housing, Affordable Housing and Housing For Those With Special Needs

Several state and federal programs and funding sources are available to assist private developers, local governments, and residents meet housing objectives. Examples of these are described earlier in this chapter.

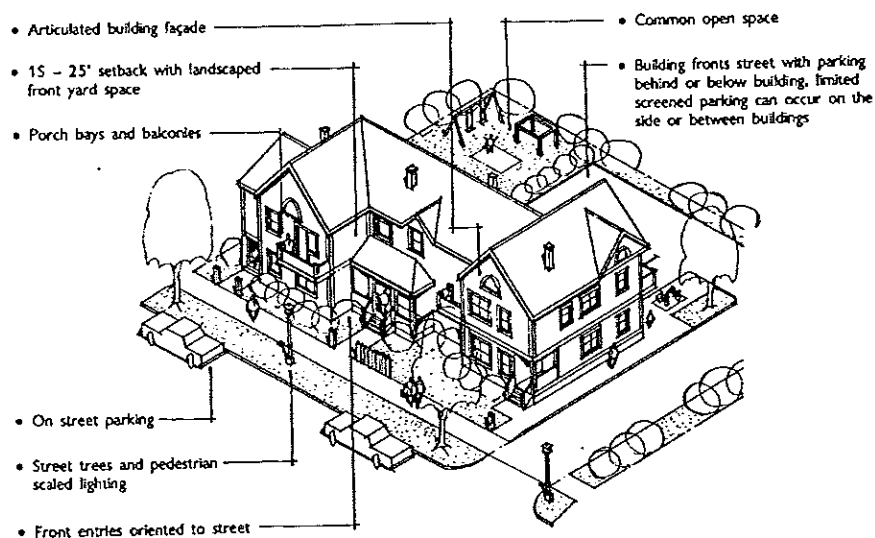
7. Require High-Quality Designs For Multiple Family Development

Multiple family housing is an important component of the community to provide options for the elderly, younger residents, and employees for area businesses. New areas where multi-family residential development would be appropriate for the Village are planned for in this Comprehensive Plan, and shown on Map 4. It is, however, important that the design and scale of these types of residential

projects fit within the existing fabric of the community. The Village has in its zoning ordinance design review requirements for multi-family housing. In addition to those standards, this *Plan* advises that the Village review proposals for multi-family residential developments against the guidelines listed below (and as illustrated in Figure 25). These standards are not intended to replace those in the zoning ordinance, but should be used in coordination with them.

- Incorporate architectural design that fits the context of the surrounding neighborhood, and Paddock Lake's character of single-story buildings and smaller lot sizes. Encourage layouts where buildings appear as a grouping of smaller residences and possibly limit building heights to two stories.
- Avoid monotonous facades and box-like buildings. Incorporate balconies, porches, garden walls, varied building and facade setbacks, varied roof designs, and bay windows.
- Orient buildings to the street with modest front yard setbacks, bringing street-oriented entries close to streets to increase pedestrian activity. Include private sidewalk connections.
- Locate parking, garages, dumpsters, and other unattractive uses behind buildings.
- For parking lots and garages, (a) locate garage doors and parking lots so they are not the dominant visual element; (b) screen parking areas from public view; (c) break up large parking lots with landscaped islands and similar features; (d) large parking garages are undesirable, but where necessary, break up facades with landscaping, varied facade setbacks, and recessed garage doors.
- Provide generous landscaping of sufficient size at time of planting. Emphasize landscaping (a) along all public and private street frontages; (b) along the perimeter of all paved areas and in islands in larger parking lots; (c) along all building foundations; (d) along yards separating land uses which differ in intensity, density or character; (e) around all outdoor storage areas such as trash receptacles and recycling bins (also include screening walls in these areas).
- Provide on-site recreational and open space areas to serve resident needs. Whenever possible, develop contiguous rear yards as a unit to encourage use by residents and guests.

Figure 25: Desired Multiple Family Housing Layout



VII. ECONOMIC DEVELOPMENT

This chapter contains a compilation of background information, goals, objectives, policies and recommended programs to promote the retention and stabilization of the Village's economic base. As required by §66.1001, Wisconsin Statutes, this chapter includes an assessment of new businesses and industries that are desired in the Village, an assessment of the Village's strengths and weaknesses with respect to attracting and retaining businesses and industries, and an inventory of environmentally contaminated sites.

A. Existing Economic Development Framework

1. Labor Force Trends

In 2000, the Village's labor force consisted of 1,650 people. A community's labor force is the portion of the population age 16 or older that is employed or available for work, and includes people who are in the armed forces, employed, unemployed, or actively seeking employment. These numbers do not count working-age people who are not actively looking for employment. Of this labor force population, 1,608 persons were employed and 42 were unemployed; resulting in an unemployment rate of 1.8 percent. For comparison, the 2000 unemployment rate for the County and the State was 3.2%. The national rate was just under 4%.

Overall, Paddock Lake residents hold more jobs in the manufacturing, educational services, and retail trade—and fewer jobs in agriculture, construction, arts and entertainment, and food services—as compared to the region and State. The percentage of the Village's labor force employed by sector in 2000 is shown in Figure 26.

Figure 26: Village of Paddock Lake Labor Force Characteristics, 2000

Occupational Group	% of Labor Force
Manufacturing	25.4
Education, health and social services	16.9
Retail trade	14.6
Construction	8.8
Arts, entertainment, recreation, accommodation and food services	5.4
Finance, insurance, real estate, and rental and leasing	5.1
Wholesale trade	4.8
Personal services	4.6
Public administration	4.5
Transportation and warehousing, and utilities	4.3
Professional, scientific, management, administrative, and waste management services	4.1
Information	0.9
Agriculture, forestry, fishing and hunting, and mining	0.5

Source: U.S. Census of Population and Housing, 2000

Between 1990 and 2000, the labor force in the Village grew by about 21 percent, which reflects strong population growth during that time. The County's job growth has historically been centered in the manufacturing industries rather than the service-sector. However, the trend in the County shows a steady increase in available jobs in the service-sector, and a concurrent decrease in manufacturing sector jobs.

Figure 27 displays the top 10 private employers in the County and gives the approximate number of individuals employed by each entity. None of these employers is in the Village. Although the County has provided a solid employment base in the manufacturing sector, there is evidence that this portion of the County's economy may be shrinking in the near future. This is due to structural changes throughout the national economy, which is experiencing downsizing and off-shoring of much of its industrial activity. For example, Snap-On Tools, the County's 5th largest employer, recently announced it will close its Kenosha plant. Since a large portion of Village residents commute outside the Village for their jobs, this loss of jobs has the potential to affect Paddock Lake.

Figure 27: Top 10 Private Employers in Kenosha County

Company	Product or Service	No. Employees
UHS Kenosha Medical Center	General medical & surgical hospitals	1000 +
DaimlerChrysler Corp.	Gasoline engine and engine parts manufacturing	1000 +
Aurora Health Care of Southern Lake	General medical & surgical hospitals	500-999
Supervalu Holdings, Inc.	General line grocery merchant wholesalers	500-999
Snap-On Tools Mfg. Co.	Hand and edge tool manufacturing	250-499
Carthage College	Colleges, universities, and professional schools	250-499
Deluxe Media Services, Inc.	Prerecorded compact disc (except software), tape, and record reproduction	250-499
Wisconsin Electric Power Co.	Fossil fuel electric power generation	250-499
Jockey International, Inc.	Underwear and nightwear knitting mills	250-499
Kenosha Beef Int'l Ltd.	Animal (except poultry) slaughtering	250-499

Source: Wisconsin Department of Workforce Development, 2004

2. Income Data

According to 2000 census data, the median household income in the Village in 1999 was \$53,382. For comparison, the average household income in Kenosha County was \$46,970. The County ranks 12th of 72 counties in median household income and is higher than the State average, which was \$43,791.

In 2002 Kenosha had a per capita personal income (PCPI) of \$28,775. This PCPI ranked 21st in the state and was 96 percent of the state average, \$30,050, and 93 percent of the national average, \$30,906. This suggests a slightly higher population of children and older persons than in other areas of the state and nation, which is described in Figure 4 and Figure 6 of this Plan. The 2002 PCPI reflected an increase of 2.0 percent from 2001. The 2001-2002 state change was 2.3 percent and the national change was 1.2 percent.

3. Commuting Patterns

According to the U.S. Census Bureau, about 91% of Village working residents age 16 and older worked outside the Village. This high percentage of people working outside of the Village was also seen in the Village survey (See sidebar). As a comparison, approximately 44 percent of Kenosha County's workforce is employed outside the County, according to 2000 statistics compiled by WisDWD. Of the workers commuting outside the County, approximately 30 percent (1,398 workers) commute to Lake County, Illinois to the south. Racine County is the second most common workplace destination. Other counties Kenosha County workers commute include the nearby counties of Walworth, Milwaukee, Cook IL, and McHenry IL. Fewer workers commute into Kenosha County for employment than those who leave the County for work.

2004 Village Survey Results

Less than five percent of respondents of the Village Survey reported working for an employer in the Village of Paddock Lake. The City of Kenosha was the primary place of work for 13.5% of respondents. Over 20 percent reported they were retired or not in the workforce.

The average time a County resident travels to work increased between 1990 and 2000; the number of Paddock Lake commuters traveling between 45 minutes and 1 hour to their workplace has increased by more than 40 percent in that 10-year period.

The high percentage of Village and County residents employed in other counties suggests there are some leakages in the County economy. Residents employed elsewhere almost certainly spend some of their money outside of their home County. The income that these County residents might spend at a local grocery store, for example, is captured by the community in which the County resident is employed.

Kenosha County exports more jobs than it imports. The DWD notes that many County residents are Illinois natives who have retained their high-paying jobs in that State. The DWD also notes that higher-paying professional jobs are entering the County, but not in the quantity needed to replace employment sources outside the County.

4. Redevelopment Opportunities

The area along Highway 50 in the central part of the Village would be appropriate for increased investment and redevelopment in the long-term. The Village does not have any properties that could be classified as "brownfields". WisDNR defines brownfields as "abandoned or under-utilized commercial or industrial properties where expansion or redevelopment is hindered by real or perceived contamination." Examples of brownfields might include a large abandoned industrial site or a small corner gas station with a leaking underground storage tank.

5. Economic Development Programs

Economic development in Paddock Lake and Kenosha County is a cooperative effort among the Village, businesses, developers, and several groups set up to encourage economic growth. These local groups and their primary mission and efforts are as follows:

Kenosha Area Business Alliance

This County-wide organization helps new and existing businesses provide training and technical assistance and helps them with site selection. The alliance also helps area businesses assemble financing packages that draw on federal and State funding sources. This group promotes business retention and works to attract new businesses to the area.

WHEDA

WHEDA provides loans to help small business and farms modernize. They also provide loans to help with business and farm purchases.

Wisconsin Rural Partners (WRP)

WRP assists rural communities in developing tools and economic development strategies. This non-profit organization works to build public-private sector partnerships that build more effective relationships between local governments and citizen groups.

Kenosha County UW-Extension

UW-Extension extends the knowledge and resources of the University of Wisconsin to people where they live and work. The Kenosha County extension office, located in Bristol, provides technical assistance to the Village on a variety of community development and regional economic issues. They can assist with organizational development, leadership development, local governance skill-building, and growth management and natural resource management.

SEWRPC

The Southeast Wisconsin Regional Planning Commission assists Kenosha, Milwaukee, Racine, Ozaukee, Walworth, Washington, and Waukesha counties with community development, comprehensive planning, regional economic development, water quality, water supply, stormwater and floodplain management, telecommunications and transportation planning. They publish economic profiles of each of the counties and serve as advisors on a variety of economic development programs.

6. Economic Development Assessment

A good economic development strategy should take advantage of the unique strengths and assets of the community. It should also recognize weaknesses of the community, and attempt to address or minimize those that can be affected. In addition, the Wisconsin Comprehensive Planning Statute requires that the Comprehensive Plan "assess categories or particular types of new businesses and industries that are desired by the local government unit."

The Village's proximity to I-94 and major metropolitan centers, excellent schools, high quality-of-life, strong work ethic, and low cost of living are strengths for economic development that should be capitalized on further. The scenic rural vistas and natural resources and well-maintained public infrastructure are tangible strengths that the Village can use to promote economic development. In addition, there is a strong willingness to attract and retain business.

Paddock Lake's primary challenges to economic development are its current lack of industrial sites for additional commercial and industrial development, an aging workforce, limited lodging and meeting facilities, limited access to capital for start-up businesses or expansions, and wetlands and other environmental corridors in places, which limit the amount of development that can occur.

According to the 2004 Village opinion survey and local community visioning efforts, there is desire for more commercial development and development of a local job base in the Village. Figure 28 shows a consolidation of responses from these public participation efforts regarding the Village's strengths and weaknesses with respect to attracting and retaining businesses.

A community's labor force is the portion of the population aged 16 and older that is employed or available for work. The labor force includes people who are in the armed forces, employed, unemployed, or actively seeking employment.

Figure 28: Village Strengths and Weaknesses for Economic Development

Strengths	Weaknesses
Location	Need for intergovernmental cooperation
Rural atmosphere/lakes/trails/recreation	Need to develop commercial tax base
Excellent schools	Need to develop local jobs/industry
Low crime	Need to control residential growth rate
Affordable housing	Need to capitalize on existing amenities – trails along lake/lake access

B. Economic Development Goals, Objectives and Policies

Goal: *Strengthen, support, and promote steady growth of new and existing businesses consistent with community resources and identity.*

Objectives:

- Increase the supply of developable land in the Village for industrial and commercial land uses, and provide necessary municipal services to these areas.
- Provide for planned commercial development in concentrated areas and discourage unplanned, incremental strip commercial development along major community corridors, such as STH 50.
- Maintain business and industrial park areas that are attractive and contribute to the economic stability of the Paddock Lake area, without degrading the natural environment or residential neighborhoods.
- Improve the overall climate for economic development through public outreach, business development programming, and actions of Village government.
- Maintain and enhance the “Brass Ball Corner” as the center of the Village, with civic uses and convenient commercial activities.
- Actively encourage infill of vacant parcels and redevelopment of underutilized properties that are already served by utilities.

Policies:

- Plan for commercial developments convenient to residential areas which are adequately buffered, or are carefully integrated into the residential development pattern.
- Support mixed use development projects that integrate non-residential and residential uses into high-quality, unified places.
- Encourage the clustering of larger-scale commercial uses in order to maximize consumer safety and convenience, improve traffic flow, and enhance economic viability.
- Locate industries in areas where they have adequate expansion space to meet anticipated future needs.
- Encourage the growth of local businesses that contribute to the community identity and economy.
- Provide appropriate incentives, including tax increment financing, to encourage redevelopment for economic purposes and new industrial and office development in planned areas of the Village.
- Establish a linkage between the approval of major residential developments with the establishment of new non-residential uses in or near the residential developments (see Chapter Six).

- h. Support proposals that provide a range of commercial development opportunities, while considering the importance of preserving Paddock Lake's small village character.
- i. Strongly encourage shared driveways, shared parking spaces, and coordinated site plan designs to avoid the creation of new commercial strips.
- j. Consider the impact of proposed commercial rezonings on the economic viability of existing commercial areas in the community before making a decision on the request.
- k. Network with State and County economic development officials and area Chambers of Commerce to implement the economic development recommendations of this *Plan*.

C. Economic Development Recommendations

Expanding on the local goals, objectives and policies above, this *Plan* advises that the Village focus economic development on:

- High-quality, compact, and lasting economic development projects that recognizes the limited supply of marketable lands for these purposes in the community;
- Infill and redevelopment opportunities in areas where existing utilities and infrastructure are available;
- Lands in the Village's Southeast Growth Area that take advantage of good access and visibility along main roads and that are buffered from residential development; and
- Lands that take advantage good access to Interstate 94.

More specific economic development recommendations to pursue these directions are highlighted in the following sections.

1. Strengthen Site Design Standards for Commercial, Industrial, and Mixed Use Projects

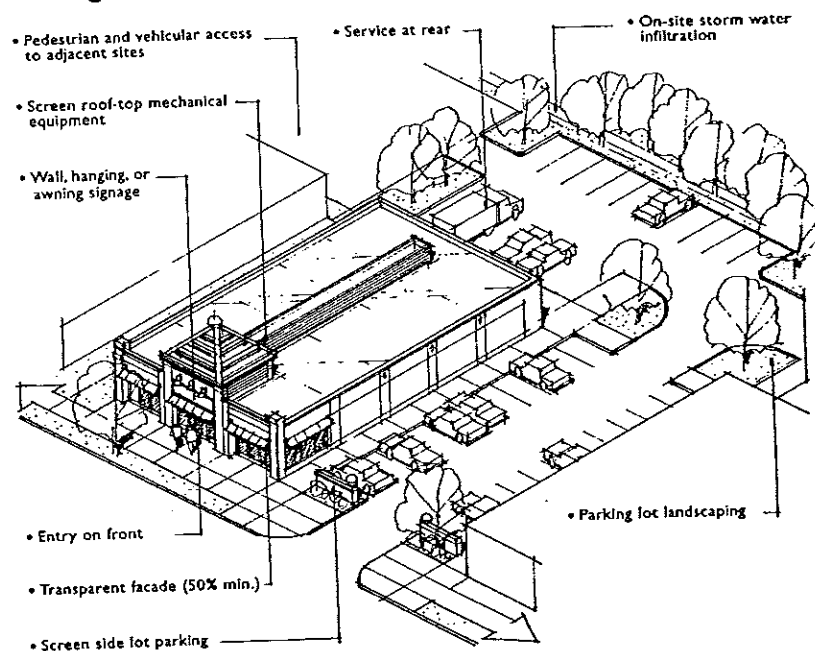
The Village should strengthen and enforce design standards for commercial, industrial, and mixed use development projects to ensure high-quality, lasting projects that are compatible with the Village's desired character. The Village currently has design review requirements for multi-family housing, commercial, industrial and planned unit development districts. In addition to those standards, this *Plan* advises that the Village review development proposals against the land use specific guidelines listed below (and as illustrated in Figures 27 and 28). These standards are not intended to replace those in the zoning ordinance, but should be used in coordination with them. They should be incorporated into or referenced in the Village's zoning ordinance and be used during site plan review processes.

For new and expanded commercial uses, the standards listed below and illustrated in Figure 26 are advised:

- New driveways with adequate throat depths to allow for proper vehicle stacking.
- Limited number of access drives along arterial and collector streets.
- Common driveways serving more than one commercial use, wherever possible.
- High quality landscaping treatment of bufferyards, street frontages, paved areas and building foundations.
- Street trees along all public street frontages.
- Intensive activity areas such as building entrances, service and loading areas, parking lots, and trash receptacle storage areas oriented away from less intensive land uses.
- Parking lots heavily landscaped with perimeter landscaping and/or landscaped islands, along with screening to block views from streets and residential uses.
- Parking to the sides and rear of buildings, rather than having all parking in the front.
- Signage that is high quality and not excessive in height or total square footage.

- Location of loading docks, dumpsters, mechanical equipment, and outdoor storage areas behind buildings and away from less intensive land uses, ideally oriented toward service alleys.
- Complete screening of loading docks, dumpsters, mechanical equipment, and outdoor storage areas through use of landscaping, walls, and architectural features.
- Safe, convenient, and separated pedestrian and bicycle access to the site from the parking areas to the buildings, and to adjacent commercial developments.
- Site design features that allow pedestrians to walk parallel to moving cars.
- Illumination from lighting kept on site through use of cut-off luminaries.
- High quality building materials, such as brick, wood, stone, and tinted masonry.
- Canopies, awnings, trellises, bays, and windows to add visual interest to facades.
- Variations in building height and roof lines, including parapets, multi-planed, and pitched roofs and staggered building facades (variations in wall depth and/or direction).
- All building façades containing architectural details and of similar quality as the front building façade.
- Central features that add to community character, such as patios and benches.

Figure 29: Desired New Commercial Project Layout

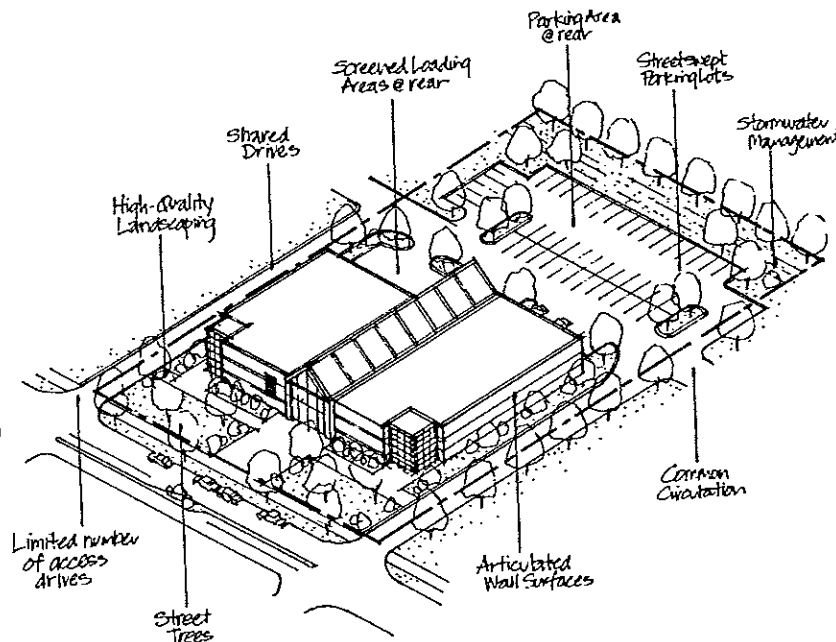


For new and expanded industrial uses, the standards listed below and illustrated in Figure 30 are advised:

- New driveways with adequate throat depths to allow for proper vehicle stacking.
- Limited number of access drives along arterial and collector streets.
- High quality landscaping treatment of bufferyards, street frontages, paved areas and building foundations.
- Screening where industrial uses abut non-industrial uses, in the form of hedges, evergreen trees, berms, decorative fences or a combination.
- Screening of parking lots from public rights-of-way and non-industrial uses.
- Complete screening of all loading areas, outdoor storage areas, mechanical equipment, and dumpsters using berms, hedges, or decorative walls or fences.

- Street trees along all public road frontages.
- High quality building materials, such as brick, wood, stone, tinted masonry, pre-cast concrete, and architectural metal.
- Location of loading areas at the rear of buildings.
- Separation of pedestrian walkways from vehicular traffic and loading areas.
- Design of parking and circulation areas so that vehicles are able to move from one area of the site to another without re-entering a street.
- Variable building setbacks and vegetation in strategic locations along foundations.

Figure 30: Desired New Industrial Project Layout



Increasingly, communities are planning areas for a **mix of non-residential and residential uses**—particularly **commercial and residential uses**. This mixture occurs on the same site, in the same building, or both. This type of development scheme has several advantages, including providing built-in residential markets for commercial enterprises, promoting walking and limiting auto trips, creating active, vibrant places, and diversifying development risk. This *Comprehensive Plan* advises planned “mixed use” development in several parts of Paddock Lake (see Map 4 and Chapter Three), including the “Brass Ball Corner” and the “Neighborhood Center”. The design standards for these areas included on the following page illustrate some general design standards for these types of areas. Obviously, each area has different issues, geography, size, existing development, and other characteristics that must be considered in their design. Of critical importance to these areas is ensuring very careful planning and high-quality design, which can be achieved through a more detailed neighborhood plan for the sites (See Recommendations in Chapter Three).

MIXED USE CENTERS

Mixed Use Centers are designed to create vibrant, pedestrian environments in which people can live, work, shop and obtain daily services. Buildings with different uses, sometimes even on different floors, are arranged within walking distance to each other and are connected via sidewalks. Obtaining moderate to higher densities and paying close attention to design and quality are critical aspects of mixed use centers.

Characteristics of Mixed Use Centers include:

- Walking relationship between uses
- Street activity from morning through evening
- Multi-story buildings, generally with more active uses on first floor
- Minimal front setbacks
- Buildings and sites designed for pedestrians not automobiles
- Parking located on streets, to rear of buildings, and/or in structures
- Transit service potential
- Building entrances oriented to street

Typical Mixed Use Center Land Uses:

- Multiple family and attached housing
- Offices
- Clinics
- Restaurants, including outdoor dining
- Coffee shop
- Deli/market
- Grocery store
- Urban gathering spaces (e.g. farmer's market)
- Dry cleaner
- Day care
- Drug store



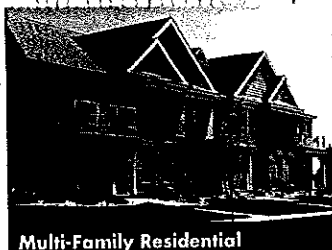
A Retail/Residential Above



B Retail/Office Flex Space



C Retail



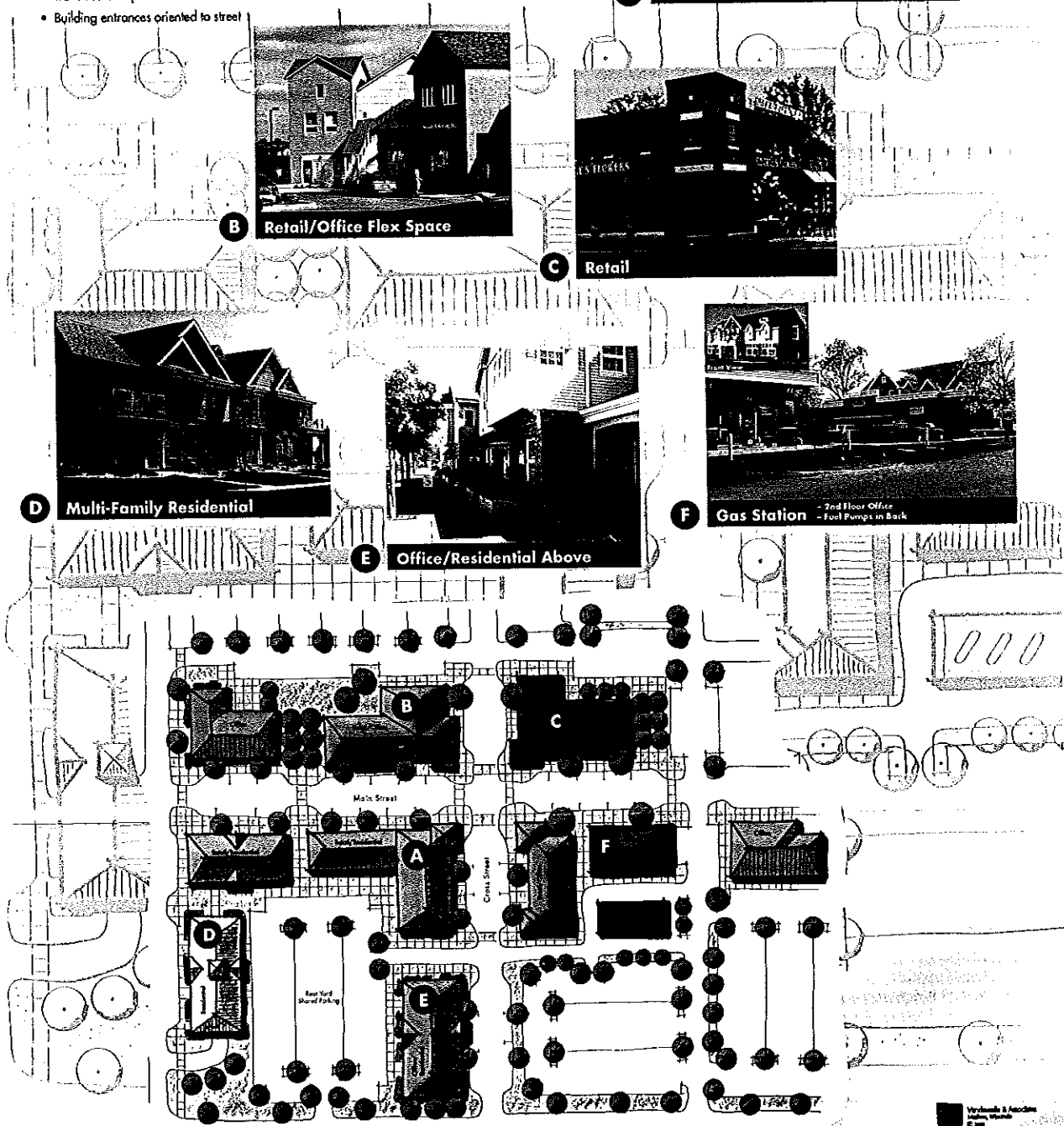
D Multi-Family Residential



E Office/Residential Above



F Gas Station
- 2nd Floor Office
- Fuel Pumps in Back



2. Pursue Redevelopment of Underutilized Properties along STH 50

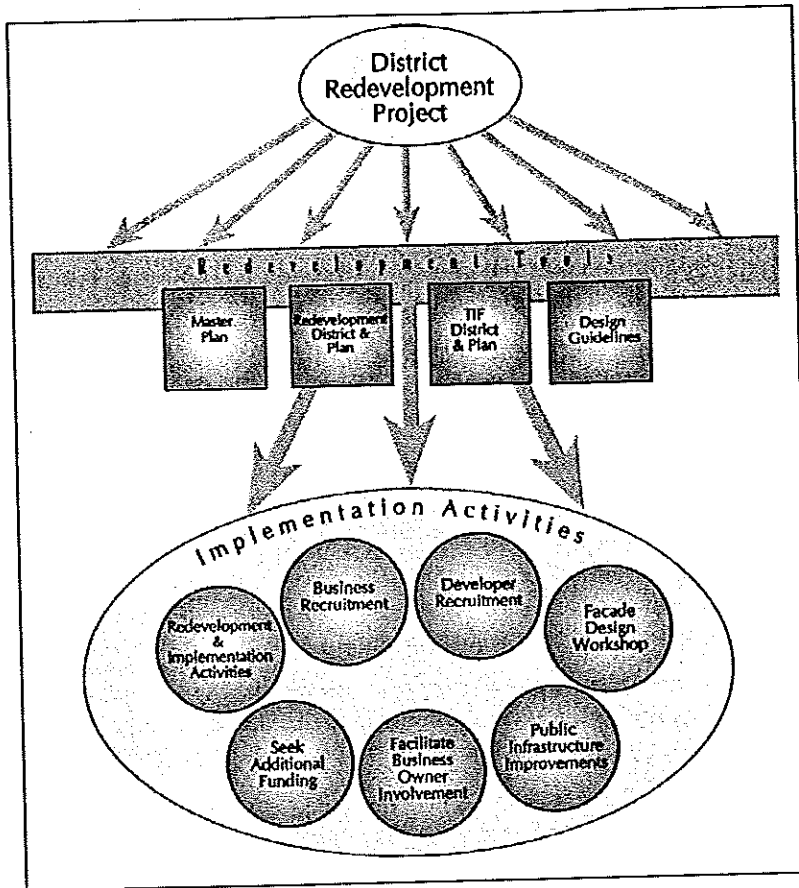
As described in more detail in Chapter Three, this *Plan* recommends redevelopment projects to maximize tax base and job opportunities and enhance community appearance. The area identified for redevelopment is along STH 50, where there is an opportunity to cooperatively redevelop lands to a greater intensity and with a broader mix of quality uses. This area also takes advantage of proximity to the lake, excellent access to a state highway, and linkages to the Village's existing older neighborhoods.

Sites like these do not redevelop themselves. Instead, careful planning, site assessment, public-private partnerships, redevelopment incentives, and persistence over a number of years is required. A Redevelopment Plan should be prepared and implemented for the STH 50 area. Typically, this type of detailed planning and implementation process includes:

- Evaluating the planning area's condition including size, visibility, viewsheds, access, building quality, existing use viability, adjacent land uses, topographic or environmental constraints, brownfield site assessment and existing infrastructure and amenities.
- Conducting a regional and local economic opportunities analysis to focus on the Village's location, amenities, and business mix, as well as the assessment of the regional factors such as economics, transportation patterns and intergovernmental relationships.
- Identifying goals and objectives for the redevelopment area through cooperative efforts with the private property owners and other key stakeholders. This step also typically identifies and prioritizes redevelopment sites within the planning area.
- Conducting a market assessment for the redevelopment site to determine the role of the site within the marketplace, provide demographic trade area information to assist in the solicitation of potential developers or site users, and identify the range of specific issues and challenges to site redevelopment.
- Preparing a redevelopment strategy and district concept plan map that identifies the highest and best land uses, site characteristics, design approaches, and implementation strategies for the planning area, with particular attention to priority redevelopment sites.
- Aggressively pursuing implementation through techniques such as adoption of a statutory redevelopment plan; establishment of a redevelopment tax increment financing district; possible brownfield remediation; possible site acquisition, consolidation, and demolition; and developer recruitment.
- Implementation can also take the form of zoning standards that ensure quality control for any new development.

Figure 31 provides an overview of the redevelopment process the Village should consider for the STH 50 redevelopment area.

Figure 31: Redevelopment Planning and Implementation Process



3. Create Master Plans for "Brass Ball Corner" and "Neighborhood Center"

The Village also should continue to support revitalization efforts by promoting mixed use development, investing in civic places, and guiding business development proposals in two major centers – the "Brass Ball Corner" intersection of STH 50 and STH 75, and the "Neighborhood Center" area, at the intersection of a future north-south road on the Village's east side with STH 50. With expanded growth in the Village, these two areas will become more attractive to area residents—making them more viable, marketable locations for economic activities. The Village should commission one detailed study of both sites, or two separate studies to ensure high-quality, functional, cohesive development is obtained in these two important areas of the Village.

The concept for the "Brass Ball Corner" is that of a Village "center" – a place for the Village to meet, shop, recreate and work. The mix of uses should correspond to these intended activities, with some office, retail, residential and park/open space uses. By contrast, the "Neighborhood Center" should serve as the Eastside Growth Area's service center or commercial neighborhood, with office, retail, and residential land uses built on a neighborhood scale, and designed for pedestrian access as a primary goal.

As with the STH 50 corridor, establishment of a redevelopment tax incremental financing district may be advisable to fully implement the future Master Plan(s) and to accomplish these larger development and redevelopment objectives. Chapter Three provides a more complete description of the mixed use designated for these two areas.

4. Plan for Economic Development Opportunities in the Southeast Growth Area

This *Plan* recommends high-quality new industrial and possibly office development south of STH 50 east of the current Village limits (see Map 4). Low-impact research and light assembly uses may be appropriate for this area, since it has good access to the Interstate. Identifying this area for economic development may also minimize the need to identify potentially less appropriate areas in the Village for economic development.

As development of this area becomes more imminent, a new roadway should be constructed to serve this area, including designation as a truck route. This *Plan* recognizes that the market for these uses and utilities to this area will take several years to develop. In the meantime, the Village should work to create a more detailed vision for uses appropriate for the site. In addition, the Village may want to consider creating a "phasing" approach to development in this area, in order to focus the Village's initial efforts, and also to provide for a long-term expansion area for its industrial area.

5. Consider Linking Residential Growth to Economic Development Expansion

As suggested in Chapter Six, the Village's may want to consider phasing residential development to manage developer expectations and realistically time public utility expansion. The process of creating this phasing plan should consider linking residential phasing to the expansion of economic development opportunities in the Village. For example, a particular phasing area may be opened up for development sooner than otherwise allowed if the developer directly provided or actively promoted a sufficient amount of non-residential development either on-site or elsewhere in the Village. For large-scale residential areas, the Village may also consider requiring developers to include non-residential development components to create convenient, walkable destinations for surrounding residents, and enhance tax base opportunities.

6. Work to Retain Locally Grown Businesses

Locally grown and owned businesses are one of the Village's greatest assets. Many local businesses have been in the Village for many years and have become a part of the "fabric" of the community. Since many business owners also live in the community, there is a much greater likelihood that the profits (not just the payrolls) will be spent locally as well. Local business development and retention should be key aspects of the Village's economic development program. Resources for these businesses include business mentoring services and small business loans, but no local entity provides these services as a service to local business owners. Included below is a recommendation to establish an economic development committee, which could assist with this.

7. Pursue New Commercial Development that Caters to Local Consumers

Like many other communities in Kenosha County, there is a mismatch in the Village between the purchasing power of local households and the number of local establishments where purchases can be made. This results in a significant leakage of wealth from the community, and unnecessary automobile trips to the City of Kenosha, and into Illinois where residents travel for much of their shopping. A greater quantity and variety of everyday retail shopping geared specifically toward the *local* market would help re-circulate local wealth while bolstering Village tax revenues. More local shopping and employment, combined with a greater emphasis on trail and sidewalk construction, would also put less strain on regional roads (e.g., STH 50) resulting in less auto pollution and greater convenience. Much of this new retail can be accommodated through the redevelopment and/or re-positioning of existing marginal commercial properties along STH 50 and planned mixed-use development around the "Brass Ball Corner" and the "Neighborhood Center" areas.

8. Establish Economic Development Committee or Community Development Authority

This *Plan* proposes an assertive program of economic development and redevelopment that will require a proactive and directed approach. The Village should explore options to create a standing

committee of public officials and private interests with the sole purpose of advancing economic development and redevelopment initiatives expressed in this *Plan*.

There are at least two types of groups that may be considered to meet this recommendation. One option is to consider establishing a Village Economic Development Committee, made up of business and industry interests that have experience working in the community. As an alternative, the Village could work to establish a Community Development Authority (CDA) to spearhead publicly-driven economic development and redevelopment activities in Paddock Lake. Under Wisconsin statutes, a CDA can be authorized with the authority to incur debt, acquire and assemble property, capitalize loan funds, and implement a variety of other economic development programs. CDAs serve as particularly useful mechanisms for redevelopment in older areas. In such cases, their main role is to overcome the factors that stand in the way of privately-led redevelopment initiatives. These may include aging or inadequate infrastructure and fragmented property ownership. The recommended redevelopment of portions of the STH 50 corridor and the creation of an industrial park on the Village's east side are two places where a Paddock Lake CDA could play a major role in the Village's future.

9. Pursue Economic Development in a Pro-active, Yet Judicious Manner

Economic development, if it is to be done well, involves much more than zoning lands for commercial or industrial development and letting the market take its course. Zoning cannot actively recruit or hand-select the best business or developer for a given project or site. Business recruitment and retention programs must be developed, properties assembled, requests for proposals written, inquiries answered, developer agreements executed, and incentive programs administered. Such programs must be staffed and funded.

Thoughtful planning and preparation now will allow the Village to remain selective in the future. As it becomes recognized that the Village's well-managed physical environment and community facilities are its greatest assets, quality development will encourage yet more quality development. Developers will better understand the community's expectations for new development at the outset, and be more confident that their investment will be protected by sound planning decisions down the road. Weak planning, by contrast, creates uncertainty in real estate markets and discourages investment.

To help the Village evaluate and prioritize this *Plan's* economic development strategy recommendations, Chapter One includes a checklist and suggested timeline to guide Paddock Lake in this "pro-active, yet judicious" effort.

VIII. INTERGOVERNMENTAL COOPERATION

As the Village of Paddock Lake and its neighboring townships continue to grow, implementation of this *Plan* will benefit from careful coordination among the local municipalities. This coordination poses political challenges. This *Plan* is designed to anticipate intergovernmental issues, and form a clear basis for resolving them.

The Village desires increased cooperation with neighboring towns regarding its goals of fiscally-responsible, environmentally-sound, and visually pleasing development. It recognizes that successful cooperation furthers the development of community identity, diverse high-quality residential areas, and safe and economical transportation systems.

To provide a regional framework for this effort, this chapter contains a compilation of background information, goals, objectives, policies and recommended programs for joint planning and decision making with other jurisdictions, and includes required information under §66.1001, Wisconsin Statutes.

A. Existing Regional Framework

The following is a brief description of the units of government operating around the Village of Paddock Lake, as well as a description of other regional and State jurisdictions in the planning area. Map 1 shows the boundaries of the various jurisdictions in the region.

1. Village of Paddock Lake

The Village of Paddock Lake is a sub-regional center for educational, employment, commerce, transportation, recreation, and housing and municipal service resources. With this status comes a range of responsibilities and challenges which require a broad perspective. Beyond the numerous challenges related to edge growth, many of the most pressing planning and development issues facing a village concern the intricate relationship between edge growth and more central, older portions of the community. This *Plan* is designed to place the Village in a political and economic position to successfully control the quality of edge development, while at the same time not sacrificing the viability of more centrally-located areas of the community.

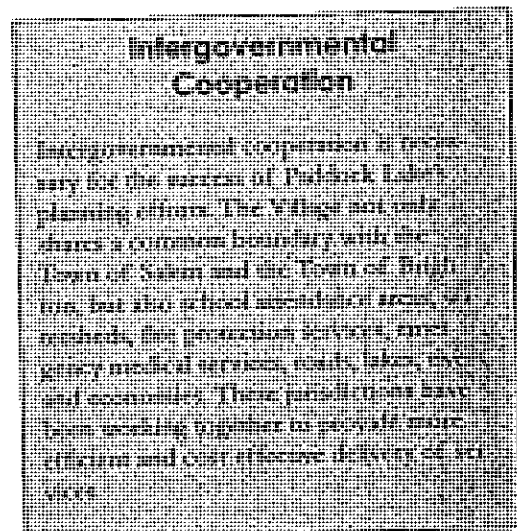
2. The Village of Silver Lake

The Village of Silver Lake has an estimated 2004 population of 2,435 residents. It is located southwest of the Village of Paddock Lake. The Village has a recently-updated zoning ordinance, a subdivision ordinance, and a recently-updated park and open space plan. It intends to update its comprehensive plan in conjunction with the joint comprehensive planning effort in Kenosha County, likely to take place in 2005 or 2006. The extraterritorial jurisdiction of the two Villages overlaps and an established ETJ boundary is in place. This ETJ boundary is shown on Map 1: Jurisdictional Boundaries and Map 4: Planned Land Use.

3. Surrounding Towns

Paddock Lake is situated adjacent to:

- **The Town of Salem**, which surrounds the Village on all sides except the north. The Town of Salem is the second-fastest growing community in the County, behind the Village of Pleasant Prairie, as measured by the rate of growth between 2000 and DOA population estimates for



January 1, 2004. Its 2004 estimated population was 10,767 persons, or a 9% increase from 2000. The area that is now the Village of Paddock Lake was part of the Town of Salem prior to 1960, so the Town and Village have a closely shared history and many cultural, social and economic ties.

Closer coordination between the Village and the Town is needed to determine the most logical development pattern that is fiscally-responsible and provides a high-quality living environment for the area's residents. The Intergovernmental Forum held on October 18, 2004 began this process and this *Plan* strongly encourages that this dialog continue to ensure that land use planning is done in a proactive, not reactive environment, with strong, clear guidance from both units of government about their development expectations and desires. This will ensure that both communities do not find themselves in a "race to the bottom", allowing rapid, poorly planned development to squander the area's land resources, rural character, and excellent quality of life.

The Town has an adopted land use plan (amended in 1999) that recommends urban development within the Town's sewer service area, but within the Village's 1.5-mile ETJ area. Map 4 of this Plan identifies some areas within the Town's sewer service area as eventually becoming part of the Village. The Village understands that some areas within the Town's sewer service area (generally south of CTH AH) would become part of the Town's developed areas, as well. In addition, the Town is currently pursuing neighborhood planning in a number of planning areas, including the area within its Sewer Service Area, directly west of the Village limits. This area has been identified as a growth area for the Village of Paddock, as well, on Map 4. The Village intends to resolve the discrepancies between the Town's adopted land use plan and Map 4 of this Plan through an intergovernmental agreement, described more fully below. The Village has adopted a resolution formally stating their desire to and authorizing the Village's officials and staff to pursue such an agreement.

The Town will likely cooperate in the County's future comprehensive planning process.

- **The Town of Brighton** lies to the north of 60th Street on the Village's north side. Its 2004 estimated population was 1,504 persons, an increase of almost 4% from 2000 Census figures. The Town of Brighton has a strong farmland preservation ethic with a desire to remain predominantly rural in character. The Town has agreed to not subdivide any lots smaller than 5 acres and has no plans to create a sewer service area. The Town plans to be a part of the County's future comprehensive planning effort, as well. The Village respects the Town of Brighton's commitment to farmland preservation and a rural character and has indicated it will not annex land north of 60th Street within their extraterritorial jurisdiction. These mutual objectives could be formalized through an intergovernmental agreement, if desired.
- **The Town of Bristol** lies within the Village's one-and-a-half mile extraterritorial jurisdiction, just east of 216th Avenue. Although more populous than the Town of Brighton, with an estimated 2004 population of 4,692 persons, the Town of Bristol has similar goals for agricultural preservation and protection of rural character in the areas adjacent to the Village. The Town has three growth areas identified in its land use plan, areas which will be served by either City of Kenosha or Village of Pleasant Prairie utilities. They intend to update their 1992 land use plan during the County's future comprehensive planning process. These mutual objectives could be formalized through an intergovernmental agreement, if desired.
- **The Town of Paris** lies on the northeast corner of the Village's one-and-a-half mile extraterritorial jurisdiction, north of the Town of Bristol and east of the Town of Brighton. Most of the land area within the overlapping Town and Village ETJ area is in an environmental corridor, with some scattered rural housing and farmland. The Town has a strong commitment to farmland preservation and protection of rural character. Paris's 2004 estimated population is 1,514 persons.

4. Kenosha County

Kenosha County, located along Lake Michigan and within the commuting shed of the City of Kenosha, the City of Racine, the Chicago metropolitan area, and the City of Milwaukee, is experiencing rapid development. The County covers 273 square miles and is located in the southeastern part of Wisconsin. The Village is situated about 103 miles east of Madison, 43 miles southwest of Milwaukee, and 67 miles northwest of Chicago. The County's estimated 2003 population is 154,234 residents. The County is made up of 12 local units of government: 7 towns, 4 villages, and 1 city. Located at its east central boundary, the City of Kenosha serves as the County seat and is the largest urban area in the County.

Kenosha County has coordinated with SEWRPC to create a conceptual framework for a multi-jurisdictional comprehensive planning program in the County. The County intends to apply for a smart growth grant in late 2004.

5. Regional Planning Jurisdiction (SEWRPC)

The Village of Paddock Lake is located within the Southeast Wisconsin Regional Planning Commission's (SEWRPC) planning jurisdiction. The SEWRPC is the comprehensive planning agency for the counties of Kenosha, Milwaukee, Ozaukee, Racine, Walworth, Washington, and Waukesha. Since 1963, SEWRPC has provided regional planning services for the seven metropolitan counties in southeastern Wisconsin. The SEWRPC provided technical planning assistance to the Village by preparing the 2001 Amendment to the Regional Water Quality Plan in December 2001. SEWRPC is coordinating the preparation of the County's smart growth plans with the agency's sewer service area plans.

6. State Agency Jurisdictions

There are several State agencies that affect planning in the Village and all of Kenosha County. The Village is located within the Wisconsin Department of Transportation's (WisDOT) District 2 Region, with its regional office located in Waukesha. It is located in the Wisconsin Department of Natural Resources' (WisDNR) Southeast Region, with its regional office in Milwaukee and its service centers located in Waukesha, Plymouth, and Sturtevant. The University of Wisconsin Extension office is located in the Town of Bristol and serves as an educational resource for Village residents. The Village recognizes the importance of working with these State agencies during the course of this plan preparation process; particularly in data gathering and discussing specific planning issues.

7. School Districts

There are three school districts that operate within the Village. These districts comprise a portion of the Westosha Central Feeder Schools Consortium, which is made up of six school districts in Kenosha County. The school district boundaries are shown on Map 1. The districts are outlined below.

- The Central High School District of Westosha is the largest District in the County, servicing most of the Towns of Paris, Bristol, Brighton, and Wheatland, and a little less than half the Town of Salem. It operates the Westosha Central High School on the Village's southwest side.
- The Brighton Elementary School District operates Brighton Elementary, serving Village residents north of 60th Street.
- The Salem Grade School District operates the Salem Grade School (K-8), which serves the remainder of the Village.

There are no known conflicts between the plans, policies, and programs of the three School Districts and Village's Plan.

B. Intergovernmental Cooperation Goals, Objectives and Policies

Goal: Work with other governments to sustain mutually beneficial relationships.

Objectives, Policies, and Programs:

- Cooperate with the Town of Brighton, Town of Bristol, Town of Salem, Kenosha County, SEWRPC, other area local governments, local school districts (shown on Map 1), and state agencies on land use, transportation and community and economic development issues of mutual concern.
- Cooperate with neighboring governments, school districts, Kenosha County and State agencies on providing shared services and facilities.
- Participate in County-level and regional transportation, land use and economic development efforts.
- Work with the towns and County to encourage an orderly, efficient land use pattern that preserves rural character and minimizes land use conflicts, especially in the Village's one-and-a-half mile extra-territorial jurisdiction.

C. Intergovernmental Cooperation Recommendations

- Attempt in earnest to enter into an intergovernmental agreement with the Town of Salem. Due to the conflicts between the Town's adopted land use plan and subsequent neighborhood planning with Map 4 of this Plan, the Village intends to enter into negotiations with the Town to adopt a lasting intergovernmental agreement that will work to the benefit of both jurisdictions.

The intergovernmental agreement should accomplish following objectives:

- To establish long-term Village boundaries;
- Resolve conflicts between Town of Salem neighborhood plans for areas located in the Village's planned growth areas to ensure efficient planning for both jurisdictions;
- Limit development in areas outside the Village's planned sanitary sewer service area and outside the Town's sanitary sewer service area, and within the Village's one-and-a-half mile extraterritorial jurisdiction (ETJ);
- Determine which entity will provide public water and public sewer service to the Westside Growth Area, as identified in Map 4;
- Minimize confusion and improve predictability regarding development in the area;
- Determine planned land uses for areas of the Town within the Village's extraterritorial planning area.

Extraterritorial Jurisdiction (ETJ) Powers

This local power enables the Village of Paddock Lake to approve comprehensive plans, control land divisions, adopt and enforce official map amendments, and if proper procedures are used, impose a two year moratorium extraterritorial zoning laws. Although use of the official mapping authority is often accepted by many (what has regulatory authority for such powers unless they have adopted their own zoning ordinance and have an actual village (or town) ETJ zoning is generally required. Except under very difficult very poor intergovernmental relations, the use of ETJ zoning authority is inappropriate either in planning Village of Paddock Lake and its neighbors and in providing public services. The present extraterritorial jurisdiction of the Village is a poor human factor that reduces predictability.

The Wisconsin Legislature has enacted a law that establishes a formal procedure and standards for enacting long-term, binding intergovernmental agreements. A critical component of these agreements may be a mutually acceptable annexation limit boundary, which is typically paired with limits on development within the unincorporated area in the Village's ETJ. Through this planning process, the Village has begun to work with the Town of Salem to identify issues to be resolved through an intergovernmental agreement.

It must be noted that this legislation imposes a time-consuming and procedurally complicated system for exploring mutual concerns and arriving at a final agreement. Under the statute, such an agreement can be made binding for up to 20 years, and will prohibit future elected bodies from breaking the agreement, except under a formalized agreement modification process and the concurrence of all parties. This process requires the involvement of the State Department of Administration to ensure that all necessary procedures and standards are in compliance. Even after the completion of the intergovernmental agreement, the Village and the Town should continue to engage in dialogue on issues of common concern.

2. **Deny land divisions (plats and certified survey maps) that do not conform to intent of this Plan.** This includes the following strategies, which vary depending on the location of the development proposal.
 - **WHERE:** Within the areas shown on the Planned Land Use Map as growth areas (not Agricultural/Rural land use designations).
STRATEGY: The Village should deny any land divisions that would result in densities in excess of one lot per 35 acres of land until those areas can be annexed and served by public water and sanitary sewer. The Village should deny land divisions that do not conform to the Planned Land Use Map land use designations, or the design standards that are outlined in this *Plan*. In addition, the Village should deny land divisions that are on lands not within or not intending to annex into the Village's corporate limits.
 - **WHERE:** Outside those growth areas on lands designated for Agricultural/Rural land uses, but within the Village's one-and-a-half mile extraterritorial jurisdiction.
STRATEGY: The Village should deny proposals for rural land divisions at a density greater than one lot per 35 acres, to ensure that productive agricultural land and rural community character is maintained, except as authorized by an intergovernmental agreement.
3. Participate with Kenosha County, SEWRPC, the Kenosha Business Alliance and other communities on economic development initiatives to promote a balanced economy, as discussed in Chapter Seven.
4. Cooperate with other units of government, the County, SEWRPC and WisDNR on preservation of natural resources as discussed in Chapter Two.
5. Cooperate with the County, adjacent towns, SEWRPC, and WisDOT on maintaining and improving the Village's transportation system as discussed in Chapter Six.
6. Participate with other units of government on joint community facility and utility concerns, including:
 - Agreements related to fire, library, and EMS service provision.
 - Work with WisDNR to obtain funding for improvements to park and recreational facilities and new trail and/or path connections as discussed in Chapter Four.

7. Seek County cooperation and state and federal assistance to support adequate housing opportunities for residents, as described in Chapter Six.
8. Minimize intergovernmental conflict and ensure that the policies and recommendations of this *Plan* are implemented by participating in the Kenosha County's and the towns' future comprehensive planning process and providing input to the three area school districts regarding long term district planning, especially the Central/Westosha School District.
9. Provide copies of this *Comprehensive Plan* and future amendments to all surrounding governments for review and comment, and encourage its adoption as provisions into the future Kenosha County comprehensive plan.

IX. IMPLEMENTATION

The recommendations of this *Comprehensive Plan* will require specific follow-up actions to become reality. This final chapter of the *Plan* is intended to provide the Village of Paddock Lake with a roadmap for these implementation actions. It includes a compilation of programs and specific actions to be completed in a stated sequence, as required under §66.1001, Wisconsin Statutes.

A. Plan Adoption

The *Village of Paddock Lake Comprehensive Plan* must be adopted in a manner which supports its future use for more detailed decision-making. The Village has included all necessary elements for this *Plan* to be adopted as a "Smart Growth" plan under the State's comprehensive planning statute. This has included a Village Plan Commission recommendation, distribution of the recommended *Plan* to affected local governments, a formal public hearing, and Village Board adoption of the *Plan* by ordinance.

B. Implementation Recommendations

Figure 32 provides a detailed list and timeline of the major actions that the Village should complete to implement the *Comprehensive Plan*. Often, such actions will require substantial cooperation with others, including neighboring communities, economic development agencies, County government, the Southeast Wisconsin Regional Planning Commission, state agencies, and local property owners. The table has three columns of information, described as follows:

- *Category:* The list of recommendations is divided into seven different categories based on the different chapters of this *Plan*.
- *Recommendation:* The second column lists the actual actions recommended to implement key aspects of the *Comprehensive Plan*. The recommendations are for Village actions that might be considered in an annual work program, recognizing that many of these actions may not occur without cooperation from others.
- *Implementation Timeframe:* The third column responds to the new State comprehensive planning statute, which requires implementation actions to be listed in a "stated sequence." The suggested timeframe for the completion of each recommendation reflects the priority attached to the recommendation. Suggested implementation timeframes span the next 10 years, because the *Plan* will have to be updated by 2015. Other Village government priorities, time constraints, and budget constraints may affect the completion of the recommended actions in the timeframes presented.

Figure 32: Implementation Actions

Category	Recommendation	Reference	Implementation Timeframe
Detailed Planning	Prepare a detailed Neighborhood Development Plan for the four identified growth areas. The Brass Ball Corners and Neighborhood Center should be included in these detailed plans, or they could have their own detailed neighborhood plans.	Chapters Three, Six, and Seven	2005 – 2006
	Prepare a Redevelopment Plan and implementation strategy for the STH 50 redevelopment area.	Chapters Three and Seven	2006 - 2007
	Update the Village's Comprehensive Outdoor Recreation Plan , responding to advice in this <i>Comprehensive Plan</i> , including exploration of a park improvement fee, and an analysis of potential community park and natural area locations.	Chapter Seven	2005
Ordinances	Update Zoning Ordinance: <ul style="list-style-type: none"> • Incorporate more detailed standards for building, site, and landscaping design for multiple family, commercial, and industrial projects, or reference the standards in this <i>Plan</i>. • Create the following new zoning districts: Neighborhood Office and/or Neighborhood Business, Planned Office, Planned Business, Planned Industrial, General Business, and Village Center. • Change A-A zoning district to limit lot density to one lot per 35 acres of land. 	Chapters Two, Three, Six, Seven	2005 - 2007
	Consider amendments to the Subdivision Ordinance to implement recommendations of this <i>Plan</i> and align with adopted zoning ordinance changes.	Chapters Three, Five, Six	2005-2007
	Adopt the floodplain boundaries described in the Des Plaines River Plan and a floodplain ordinance to limit development in the floodplains.	Chapter Two	2005-2006
	Create an Official Map to reflect the roadway, bike-way, pedestrian, greenway and utility recommendations of this <i>Plan</i> .	Chapters Four and Five	2006-2007
	Study possibility of an Impact Fee ordinance.	Chapter Five	2006-2007
Agricultural, Natural, and Cultural Resources	Protect groundwater supplies by implementing a well-head protection plan for existing and newly constructed wells.	Chapter Two	2006-2007

Category	Recommendation	Reference	Implementation Timeframe
	Remain informed about new permits for high-capacity wells in the area.	Chapter Two	Ongoing
	Work with other jurisdictions and the State to complete a cultural, historic, and archeological survey of the area, to be used for economic development and tourism purposes.	Chapter Two, Chapter 7	2008-2009
Land Use	Implement land use recommendations of this <i>Comprehensive Plan</i> .	Chapters Three, Five, Six and Seven	2005 and ongoing
	Implement the land use recommendations of the more detailed plans and ordinances advised above and intergovernmental agreements advised below.	Chapters Three and Eight	2006 and ongoing
Transportation and Community Facilities	Create a Capital Improvement Program (CIP) to manage funding allocation for mid-term public facility projects.	Chapters Four and Five	2005-2015
	Coordinate future land development with planned improvements to the public sanitary sewer, storm sewer, and the water distribution systems, guiding urban development into areas with public utilities .	Chapter TWOI and Five	2005-2015
	Implement recommendations of Sanitary Sewer Evaluation Study (SSES).	Chapter Five	2005-2008
	Identify the land in and around the Village that re-charges (through infiltration) wells and create a plan to protect these areas from contamination.	Chapter Five	2006-2007
	Develop contamination contingency plans for accidental spills.	Chapter Five	2007
	Address stormwater management issues described in Chapter Five.	Chapter Five	2005-2015
	Implement remaining recommendations from 1999 Comprehensive Outdoor Recreation Plan and update this plan to maintain grant eligibility and address new park facility needs.	Chapter Five	2005
	Complete a comprehensive space needs study for Village facilities over the 20-year planning period.	Chapter Five	2008-2009
	Work with the area school districts to evaluate long term facility and siting needs.	Chapter Five	2005-2008
Housing and Economic Development	When reviewing housing development proposals, use the recommendations in the Housing Chapter as a guide.	Chapters Three and Six	Ongoing

Category	Recommendation	Reference	Implementation Timeframe
	Consider linking residential growth to economic development expansion to help rebalance the Village's tax base.	Chapter Seven	2005-2015
Housing and Economic Development (Continued)	Establish a Community Development Authority (CDA) or similar organization to enhance the Village's economic development and advance redevelopment. Charge this group to prepare an economic development action strategy implement the other economic development recommendations of this <i>Plan</i> .	Chapter Seven	2005 (creation) 2006 and ongoing (project implementation)
Intergovernmental Cooperation	Pursue an intergovernmental agreement with the Towns of Brighton, Bristol, and Paris.	Chapters Three and Eight	2005-2006
	Pursue an intergovernmental agreement with the Town of Salem.	Chapters Three and Eight	2005-2006
	Deny land divisions (plats and certified survey maps) that do not conform to intent of this <i>Plan</i> .	Chapter Seven	2005-2015
	Send copies of this <i>Plan</i> to all required and affected parties and stay abreast of the upcoming County's comprehensive planning process.	Chapter Seven	2005-2008
Plan Monitoring	Monitor the pace and mix of development activity and the Village's performance against this <i>Comprehensive Plan</i> , and consider amendments as appropriate.	Chapter One	Annual review process
	Update development-related ordinances that implement the <i>Plan</i> .	See above	2005-2007
	Update this <i>Comprehensive Plan</i> .	Chapter One	In 2010 and 2015

C. Plan Monitoring, Amendments, and Update

The Village should regularly evaluate its progress towards achieving the recommendations of the *Comprehensive Plan*, and amend and update the *Plan* as appropriate. This section suggests recommended criteria and procedures for monitoring, amending, and updating the *Plan*.

1. Plan Monitoring

The Village should constantly evaluate its decisions on private development proposals, public investments, regulations, incentives, and other actions against the recommendations of this *Comprehensive Plan*. Before submitting a formal application to the Village for development approval, the Village urges petitioners to discuss the request conceptually and informally with the Village Plan Commission. Conceptual review almost always results in an improved development product and can save the petitioner time and money.

The Village Plan Commission should, on an annual basis, review its decisions on private development proposals over the previous year against the recommendations of this *Plan*. This will help keep the *Plan* a "living document."

2. Plan Amendments

Amendments to this *Comprehensive Plan* may be appropriate in the years following initial *Plan* adoption and in instances where the *Plan* becomes irrelevant or contradictory to emerging policy or trends. "Amendments" are generally defined as minor changes to the *Plan* maps or text. **Frequent amendments to accommodate specific development proposals should be avoided.**

The State comprehensive planning law requires that the Village use the same basic process to amend, add to, or update the *Comprehensive Plan* as it used to initially adopt the *Plan*. This means that the procedures defined under Section 66.1001(4) Wisconsin Statutes need to be followed. Specifically, the Village should use the following procedure to amend, add to, or update the *Comprehensive Plan*:

- a. Either the Village Board or Plan Commission initiates the proposed *Comprehensive Plan* amendment. This may occur as a result of a regular Plan Commission review of the *Plan*, or may be initiated at the request of a property owner or developer.
- b. The Village Board adopts a resolution outlining the procedures that will be undertaken to ensure public participation during the plan amendment process (see Section 66.1001(4)a of Statutes).
- c. The Village Plan Commission prepares or directs the preparation of the specific text or map amendment to the *Comprehensive Plan*.
- d. The Village Plan Commission holds one or more public meetings on the proposed *Comprehensive Plan* amendment. Following the public meeting(s), the Plan Commission makes a recommendation by resolution to the Village Board by majority vote of the entire Commission (see Section 66.1001(4)b of Statutes and model resolution in this *Plan*).
- e. The Village Clerk sends a copy of the recommended *Plan* amendment (not the entire *Comprehensive Plan*) to all adjacent and surrounding government jurisdictions as required under Section 66.1001(4)b, Wisconsin Statutes. Metallic mine operators, any person who has registered a marketable nonmetallic mineral deposit with the local government, and any other property owner or leaseholder who has requested notification in writing must be also informed at this time. These governments and individuals should have at least 30 days to review and comment on the recommended plan amendment.
- f. The Village Clerk directs the publishing of a Class 1 notice, with such notice published at least 30 days before a Village Board public hearing and containing information required under Section 66.1001(4)d, Wisconsin Statutes.
- g. The Village Board holds the formal public hearing on an ordinance that would incorporate the proposed amendment into the *Comprehensive Plan*.
- h. Following the public hearing, the Village Board approves (or denies) the ordinance adopting the proposed *Plan* amendment. Adoption must be by a majority vote of all members. The Village Board may require changes from the Plan Commission recommended version of the proposed *Plan* amendment.
- i. The Village Clerk sends a copy of the adopted ordinance and *Plan* amendment (not the entire *Comprehensive Plan*) to all adjacent and surrounding government jurisdictions, metallic mine operators, any person who has registered a marketable nonmetallic mineral deposit with the local government, and any other property owner or leaseholder who has requested notification in writing as required under Sections 66.1001(4)b and c, Wisconsin Statutes.

3. Plan Update

The State comprehensive planning law requires that the *Comprehensive Plan* be updated at least once every ten years. As opposed to an amendment, an update is often a substantial re-write of the plan document and maps. Further, on January 1, 2010, zoning, subdivision and official map decisions will have to be consistent with locally-adopted comprehensive plans. Based on these two deadlines, the Village should implement the recommendations included in Figure 30 and complete a full update its *Comprehensive Plan* before the year 2015 (i.e., ten years after 2005) at the latest. The Village should continue to monitor any changes to the language or interpretations of the State law over the next several years.

D. Consistency Among Plan Elements

The State comprehensive planning statute requires that the implementation element “describe how each of the elements of the *Comprehensive Plan* shall be integrated and made consistent with the other elements of the *Comprehensive Plan*.” Preparing the various elements of the *Village of Paddock Lake Comprehensive Plan* simultaneously has ensured that there are no known internal inconsistencies between the different elements of this *Plan*.

PLAN COMMISSION RESOLUTION 2005-____
ADOPTING AND RECOMMENDING THE COMPREHENSIVE PLAN
FOR THE VILLAGE OF PADDOCK LAKE IN KENOSHA COUNTY, WISCONSIN

WHEREAS, section 66.1001(4), Wisconsin Statutes, establishes the required procedure for a local government to adopt a comprehensive plan, and section 66.1001(2) identifies the required elements of a comprehensive plan; and

WHEREAS, the Village of Paddock Lake Plan Commission has the authority to recommend that the Village Board adopt a "comprehensive plan" under section 66.1001(4)(b); and

WHEREAS, the Village has prepared the attached document (named *Village of Paddock Lake Comprehensive Plan*), containing all maps and other descriptive materials, to be the comprehensive plan for the Village under section 66.1001, Wisconsin Statutes; and

NOW, THEREFORE, BE IT RESOLVED that the Plan Commission of the Village of Paddock Lake hereby adopts the attached *Comprehensive Plan* as the Village's comprehensive plan under section 66.1001(4), Wisconsin Statutes; and

BE IT FURTHER RESOLVED that the Secretary of the Plan Commission certifies a copy of the attached *Comprehensive Plan* to the Village Board; and

BE IT FINALLY RESOLVED that the Plan Commission hereby recommends that, following a public hearing, the Village Board adopt an ordinance to constitute official Village approval of the *Village of Paddock Lake Comprehensive Plan* as the Village's comprehensive plan under section 66.1001, Wisconsin Statutes.

Adopted this 21st day of January, 2005.

David Breunig, Plan Commission Chair

Attest:

Emily Uhlenhake, Plan Commission Secretary



**WISCONSIN DEPARTMENT OF
ADMINISTRATION**

JIM DOYLE
GOVERNOR

MICHAEL MORGAN
SECRETARY

Division of Intergovernmental Relations
Post Office Box 8944
Madison, WI 53708-8944
Voice (608) 264-6300
Fax (608) 267-6917

May 12, 2008

Earnest Mooney, Administrator
Village of Paddock Lake
6969 236th Avenue
Paddock Lake, WI 53168

Randy Kerkman, Administrator
Town of Bristol
19801 83rd Street
Bristol, WI 53104

**Re: Approval of the "Village of Paddock Lake/Town of Bristol Cooperative Plan
Under Section 66.0307, Wisconsin Statutes"**

Dear Administrators Mooney and Kerkman:

On behalf of the Department of Administration, I am pleased to provide you with our approval of your cooperative boundary agreement.

Congratulations on your success in reaching agreement on the future of development, municipal boundaries, and services in your communities. Your collaboration establishes the foundation for decades of future cooperation that will not only guide you, but will also be a useful example and resource for other jurisdictions throughout Wisconsin.

Should you have any questions concerning our approval document, or subsequent cooperative agreement implementation issues, please do not hesitate to contact me at (608) 264-6102.

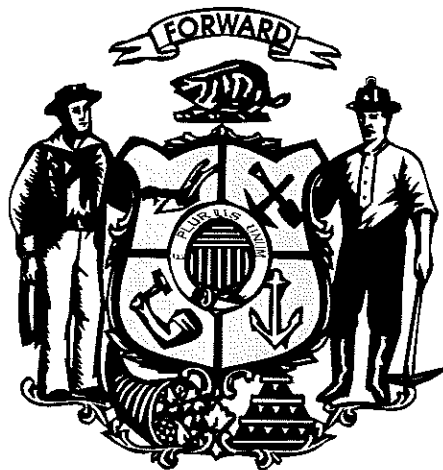
Sincerely,

Erich Schmidtke
Municipal Boundary Review
Division of Intergovernmental Relations

Attachment

Cc: Susan Sager, Town of Bristol Attorney
William White, Town of Bristol Attorney
Jeffrey Davison, Paddock Lake Attorney
Mike Johnson, Supervisor, Village of Paddock Lake Sewer Utility
Clerk, Village of Sturtevant
Carolyn Moskonas, City of Racine Clerk
Marjorie Saucerman, Village of Silver lake Clerk
Southeast Wisconsin RPC
Julie Anderson, Racine County Planning & Development
Juliatt Edmonds, Village of Mount Pleasant Clerk/Treasurer
George Melcher, Kenosha County Planning & Development
Antonette Seitz, Town of Salem Clerk
William Morris, Town of Somers Administrator
Linda Perona, Town of Brighton Clerk
Orlando Infusino, Town of Paris Clerk

Jack Fischer, Department of Commerce Secretary
Phyllis Kasken, Town of Randall Clerk
Adelheid Streif, Town of Burlington Clerk
Edna Highland, Kenosha County Clerk
Barbara Lange, Village of Elmwood Park Clerk/Treasurer
Jean Morgan, City of Kenosha Clerk
Jane Romanowski, Village of Pleasant Prairie Clerk
Joan Rennert, Racine County Clerk
Village of Silver Lake Sewer Utility
Matt Frank, Department of Natural Resources Secretary
Marilynn Rudrud, Town of Dover Clerk
Janice Winget, Village of Union Grove Clerk
Mary Hanstad, Village of Sturtevant Clerk
Beverly Gill, City of Burlington Clerk
Rod Nilsestuen, Department of Agriculture Trade & Consumer Protection Secretary
Frank Busalacchi, Department of Transportation Secretary
Village of Twin Lakes Utility District
Sheila Siegler, Town of Wheatland Clerk
City of Burlington Wastewater Treatment Facility
Walworth County Clerk
Kathleen Richard, Clerk/Treasurer, Village of Twin Lakes
Donald Harrier, Team Leader, Municipal Services Team, DOA Division of Intergovernmental Relations
Harald (Jordy) Jordahl, Acting Administrator, DOA Division of Intergovernmental Relations
Mark Saunders, DOA Deputy Legal Counsel



WISCONSIN DEPARTMENT OF ADMINISTRATION

**APPROVAL OF THE VILLAGE OF PADDOCK LAKE AND TOWN OF
BRISTOL COOPERATIVE PLAN UNDER SECTION 66.0307, WISCONSIN
STATUTES**

May 2008

Introduction

The Wisconsin Department of Administration (Department) approves the submitted agreement as it meets the Department approval requirements listed in Section 66.0307(5), Wisconsin Statutes. This is the twenty-first cooperative boundary agreement submitted to, and approved by, the Department.

The cooperative boundary agreement procedure as set forth in s. 66.0307, Wis. Stats., affords any combination of cities, villages and towns the opportunity to establish boundary lines and services between or amongst themselves pursuant to a cooperative boundary agreement that is approved by the Wisconsin Department of Administration (Department).

On February 11, 2008, the Department of Administration received the *Village of Paddock Lake/Town of Bristol Cooperative Plan under Section 66.0307, Wisconsin Statutes* (hereinafter referred to as the "Agreement"), that was approved for submission to the Department by the Village of Paddock Lake on January 16th, 2008, and by the Town of Bristol on January 14th, 2008.

This Agreement is a continuation of many years of cooperation between the Town and Village regarding provision of sewer and water and other municipal services, and is actually an expansion of this cooperation because it addresses municipal boundaries. This Agreement also represents implementation of a recommendation in the Village's comprehensive plan that a boundary agreement be developed between the Village and Town.

Some of the specific features of the Agreement are:

- Prevent Annexation - annexation is unpredictable and makes planning and service provision difficult for both the Town and Village. This agreement resolves this uncertainty by establishing a boundary between the two municipalities during the term of the agreement. This boundary is the existing western border of the Town.
- Sewer and water - the Village and Town have cooperated in the past with sewer and water service. This Agreement includes this earlier cooperation and enables it to be continued in the future.
- General cooperation - the Village and Town also have intergovernmental agreements related to recycling facilities and shared use of equipment. This agreement recognizes those agreements.
- Extraterritorial jurisdiction - this agreement limits extraterritorial zoning, land division, condominium platting, and official mapping by the Village inside the Town. The Town lies within the Village's one and a half mile extraterritorial jurisdiction.
- Incorporation & consolidation - the Village agrees to not oppose future efforts by the Town to incorporate, or to consolidate with a neighboring municipality.

An important factor in the success of this Agreement is the fact that the Town and Village share a vision for land use in Bristol in the area adjacent to the Village and Town of Salem. Both agree that preservation of agriculture and rural character is desired for this area. Having a common vision is likely an important reason why the Village has agreed not to annex into

Bristol. Another reason is that the Village's designated growth area lies within the Town of Salem, not the Town of Bristol. This is clear from both the *Village of Paddock Lake Comprehensive Plan* (2005) and the *Village of Paddock Lake and Town of Salem Cooperative Boundary Agreement*, approved in 2007, that extensively detail the boundaries and relationship between the Village and Town of Salem, and establishes a 'Village Growth Area' within Salem. Neither of these documents identifies any Bristol lands as being subject to future Village growth.

Subsequent paragraphs of this approval document will describe the Agreement in more detail. It is important to understand that this approval document is not a complete restatement of the Agreement, nor should it be construed as containing all of its nuances and conditions. Specific details can be found in the text of the Agreement itself. Instead, this approval document examines whether the Agreement complies with the Department's review criteria found in s. 66.0307(5)(c), Wis. Stats.

Public Hearing, Resolutions, Referenda and other Procedural Matters

Before a cooperative agreement is submitted to the Department, a number of procedural steps must occur: These are:

- Joint initiating resolutions passed by each participating municipality authorizing its governing body to work to negotiate and develop an agreement;
- A joint public hearing to receive comments from the public and other governmental bodies;
- Adopting resolutions passed by each participating municipality to approve a final version of the agreement and approve it being forwarded it to the Department for review;
- A possible advisory referendum; and
- A possible public hearing held by the Department.

Authorizing resolutions were passed by the Village of Paddock Lake on January 19th, 2005 and by the Town of Bristol on December 13, 2004. As required by s. 66.0307(4)(a) Wis. Stats. these resolutions were distributed to neighboring municipalities, the county, Southeastern Wisconsin Regional Planning Commission (SEWRPC), area school districts, universities and vocational and technical colleges, sanitary and utility districts, the Wisconsin Department of Natural Resources (WDNR), Wisconsin Department of Transportation (WisDOT), and the Wisconsin Department of Agriculture, Trade and Consumer Protection (WDATCP). The resolutions and affidavits of providing notice are provided in Attachments E and F of the Agreement.

Before cooperative boundary plans are submitted to the Department, section 66.0307((4)(a) Wis. Stats. requires that a joint public hearing be held. In this case, two joint public hearings were held - one on February 22, 2006 and one on November 29, 2007, both at the Kenosha County Center in Bristol. Two hearings were held due to the substantial length of time between the first hearing and submittal to the Department. A second hearing was held to ensure that area residents had another opportunity to comment. However, despite these opportunities, no members of the public appeared to provide comments. A number of public informational hearings were held prior to these required hearings, so it is possible that area

residents' concerns and questions, if any, had already been addressed. Notices and transcripts of the joint public hearings are provided as Attachment A to the Agreement.

Adopting resolutions were passed by the Town on January 14, 2008 and the Village on January 16, 2008 approving a final version of the draft and its submittal to the Department for review. These resolutions are included in the Agreement as Attachment G.

Following approval of a cooperative boundary agreement by the governing bodies, area residents may request that an advisory referendum on the agreement be held pursuant to s. 66.0307(4)(e), Wis. Stats. However, no referendum was requested in this case.

Following receipt of a cooperative agreement by the Department, area residents may request that the Department hold a public hearing. The Department may also on its own motion conduct a public hearing. However, no citizen request was made in this case. The purpose of this Agreement is clear and the information submitted to the Department is complete, so the Department did not on its own schedule a public hearing.

Approval Criteria Applicable to the Department

A cooperative agreement shall be approved by the Department if the Department determines that all of the following criteria from s. 66.0307(5)(c), Wis. Stats., are met:

(1) The content of the plan under sub. S. 66.0307(3)(c) to (e) is sufficient to enable the Department to make the determinations under subds. 2 to 5m.

Information required by statute, and provided by the parties, includes the following fundamental details:

- Territory covered by the Agreement – the territory subject to this Agreement is the current jurisdictions of the Town and Village;
- Boundary changes – the Agreement specifies that boundaries will not change during the term of this agreement. The current western boundary of the Town will remain the boundary between the municipalities throughout the term of the agreement.
- Term of the Agreement – the term is 30 years from the date of the Department's approval of this agreement. The agreement may be automatically extended for 10 additional years if desired by the parties. The basis for the 30-year term is that such a time is anticipated to be the time required for the Village to assimilate other territory not in the Town in an orderly basis and cost effective manner.
- Land use - current land use conditions of the agreement territory are identified by Village and Town comprehensive plans, provided as Attachments 6 and 7. These plans indicate the anticipated future land use as well.

The above information, along with other information included in the Agreement, provides sufficient detail to enable the Department to make a finding as to whether the standards in s. 66.0307(3)(c) to (e) Wis. Stats. have been met.

(2) The cooperative plan is consistent with current state laws, municipal regulations and administrative rules that apply to the territory affected by the plan.

The Agreement is consistent with current laws, regulations, and rules affecting the territory. Both the Southeastern Wisconsin Regional Planning Commission (SEWRPC) and the Kenosha County Department of Planning and Development reviewed this Agreement and both jurisdictions support it. SEWRPC commented specifically that the agreement will enhance local service delivery, provide logical long-term boundaries, and help to implement SEWRPC's regional plans. Both SEWRPC's and Kenosha County's letters of support can be found in the Agreement as Attachment 2.

These letters, along with the Department's analysis of the Agreement, suggest that the Agreement will not be in opposition to local, state, and federal laws. Therefore, the Department finds that this standard is met.

(3) Adequate provision is made in the cooperative plan for delivery of necessary municipal services to the territory covered by the plan.

Because the boundaries between the Village and Town will not change under this Agreement, there was less of a need for the Village and Town to develop and clarify how services will be provided to the agreement territory, and how service responsibility will be shared or coordinated. Instead, the Agreement territory will continue to be served by the Town and County. Therefore, the Agreement contains limited discussion about services. However, it does enumerate details about municipal water and sewer, stormwater management, planning, and intergovernmental agreements, which are summarized in the paragraphs below.

Municipal water and sewer

The Village and the Town, along with the Town of Salem have cooperated over the years with sewer and water service areas. They cooperated to develop the *Sanitary Sewer Service Areas for the Town of Salem Utility District No. 1, Village of Paddock Lake, and Town of Bristol Utility District Nos. 1 and 1B, Kenosha County, Wisconsin* (1986) plan document, which has been amended a number of times since then and approved by SEWRPC.

This Agreement indicates that the Village and Town will continue to provide sewer and water service to selected areas within their respective communities based on the sewer service area plan above, and that both Village and Town wastewater treatment plants have sufficient capacity.

Stormwater management

Construction site maintenance and erosion control ordinances regulating new construction will be handled in the Village by Chapter XXXIII of the Village's *Code of General Ordinances* and in the Town by Kenosha County's *Comprehensive Zoning Ordinances*. Furthermore, the Agreement indicates that the Village and Town will confer "from time to time" to review and discuss land use, stormwater management and drainage.

Planning

The Agreement indicates that the Village has no objection to adopted Town master plans¹ and the Town has no objections to adopted Village master plans, and that both communities are free to adopt or amend master plans in the future. The term 'master plan' most likely is intended to include comprehensive plans defined in s. 66.1001 Wis. Stats., which have largely subsumed master planning in Wisconsin.

Intergovernmental Agreements

Two existing intergovernmental agreements between the Village and Town are included as Attachment 1. They relate to cooperating with waste oil and mosquito control facilities and programs.

For all of the foregoing reasons, the Department finds that adequate provision has been made for delivery of services.

(4) Any boundary maintained or any boundary change under the cooperative plan is reasonably compatible with the characteristics of the surrounding community, taking into consideration present and potential transportation, sewer, water and storm drainage facilities and other infrastructure, fiscal capacity, previous political boundaries and shopping and social customs.

This Agreement maintains the current municipal boundary line between the Village and the Town, and it also maintains all of the existing intergovernmental agreements, land use, and service arrangements.

No information was provided regarding the Town's fiscal capacity to support services for areas within the Agreement territory that are anticipated to be developed. However, Department of Revenue annual financial reports² show that the Town's fiscal position is strong. Specifically, the Town's reported January 1, 2006 equalized value is \$575,785,000. Using 5% of full equalized value as a legal debt limit results in an increment available for municipal debt of \$28,789,250. Of this amount available for general-purpose borrowing, the Town reports holding only roughly one-quarter of this amount, or \$7,290,000 in general obligation debt for 2006, leaving a great deal of excess borrowing capacity should the need arise. However, the Town's plan for limited, compact development within sewer service areas will likely mean that that development is cost-effective and efficient and should limit the need for a great deal of borrowing.

No information was provided regarding how the Agreement is compatible with the characteristics of the surrounding community. Because the Agreement territory comprises the entire Town and Village, applying the standard in this case means that the Agreement is

¹ 'Master planning' is a term that is no longer used. It has been replaced by 'comprehensive planning', which is defined in s. 66.1001 Wis. Stats.

² "2006 Equalized Value Information," Wisconsin Department of Revenue, reported at <http://www.dor.state.wi.us/slf/cotvc/06mdv.pdf>, *Town, Village, and City Taxes Levied 2006- Collected 2007*, Wisconsin Department of Revenue, Division of State and Local Finance, Bureau of Property Tax, County and Municipal, *Revenues and Expenditures, Bulletin No. 105 February 2007* *2005 Revenues and Expenditures by Wisconsin Counties, Cities, Villages, and Towns for the 2005 Calendar Year*, Wisconsin Department of Revenue, Division of State and Local Finance, Bureau of Property Tax

compatible with surrounding jurisdictions. The letters of support from SEWRPC and Kenosha County, in Attachment 2, indicate to the Department that the Agreement will have no harmful effects on surrounding jurisdictions, but will instead be compatible and will support existing regional plans and programs.

For all of the foregoing reasons, the Department finds that the standard in s. 66.0307(4) Wis. Stats. is met.

(5) The shape of any boundary maintained or any boundary change under the cooperative plan is not the result of arbitrariness and reflects due consideration for compactness of area. Considerations relevant to the criteria under this subdivision include quantity of land affected by the boundary maintenance or boundary change and compatibility of the proposed boundary maintenance or boundary change with natural terrain including general topography, major watersheds, soil conditions, and such features as rivers, lakes and major bluffs.

The territory covered by this Agreement, along with the decision to maintain the Town's current western boundary as the boundary between the Town and Village, perpetuate the status quo. At well over six square miles, the Agreement territory was likely not based on considerations of compactness.

However, while the Agreement territory itself may not be compact, the future development activity that results from, and is supported by this Agreement, is expected to be compact. Specifically, this Agreement, as well as Bristol's land use plan, calls for future development to be served by municipal sewer and water, and to be contained within the sewer service areas of Bristol Sanitary Districts 1 and 1B. These areas are located in the northwest corner of the Town adjacent to USH 50 and south of that in areas surrounding George Lake and Mud Lake. Notably, the eastern one-half of the Town is not included in the sewer service area.

The Agreement states that development within these limited sewer service areas "will greatly reduce the prospect of "urban sprawl" and allow for continued sound long range planning within the Town." Absent this requirement, the potential for non-compact and "leap frog" development would be high.³

Because the Agreement provides certainty regarding Town boundaries, there is greater incentive and ability for the Town to take a thoughtful and go-slow approach to future development proposals to ensure that it is compact rather than sprawling.

For the foregoing reasons, the Department finds that the compactness standard in s. 66.0307(5) Wis. Stats. is met.

(5m) The cooperative plan adequately identifies and addresses the significant adverse environmental consequences to the natural environment that may be caused by the proposed physical development of the territory covered by the plan, the municipalities submitting the plan have adequately identified and considered alternatives to minimize or avoid the significant adverse environmental consequences, the proposals in the plan for compliance with federal environmental laws or regulations and state environmental laws or rules are

³ Village of Paddock Lake/Town of Bristol Cooperative Plan, section 4.03, page 4.

adequate and the need for safe and affordable housing for a diversity of social and income groups in each community has been met.

Significant adverse environmental consequences

Section 11 of the Agreement evaluates the environmental consequences of the Agreement, such as the impact to air and water, energy use, urban sprawl, and pollution. The Village and Town conclude that the Agreement causes no significant adverse environmental consequences. According to the Agreement and to the Town's land use plan, there is no intensive manufacturing anticipated for the Agreement territory. This lessens the likelihood for air and water pollution. Concentrating development to within sewer service areas will control urban sprawl and preserve natural areas, wetlands, floodplains and upland woods, and other natural features. Preservation of the natural vegetation will help absorb air pollutants and prevent soil erosion.

Housing

The Town's land use plan, included with the Agreement as Attachment 7, provides housing data. This data shows that ample affordable housing exists in the form of multi-family dwellings and mobile homes/trailer opportunities, which both typically involve lower annual costs than detached single-family housing. Specifically, 6% of the Town's total 1,823 housing units are multi-family and 14% are mobile home/trailer. The plan anticipates that these affordable opportunities will be continued and even expanded in the future.

Alternatives considered

No alternatives were considered, or deemed necessary for consideration. This may be due to the desire by the Village and Town to maintain the status quo. It may also be due to the fact that no adverse environmental consequences as a result of the Agreement were identified, which resulted in no need to consider alternatives.

For the foregoing reasons, the Department finds that the standard in s. 66.0307(5m) Wis. Stats. is met.

(6) Any proposed planning period exceeding 10 years is consistent with the plan.

The 30-year duration of the Agreement, plus the possible 10-year extension, is determined by the Department to be consistent with the activities agreed upon by the City and Town, and will provide sufficient time for the Village to assimilate territory in the Town of Salem, as provided in the *Village of Paddock Lake and Town of Salem Cooperative Boundary Agreement* (2007).

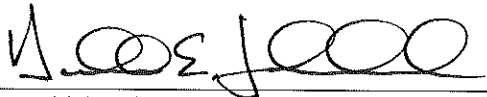
Approval

This cooperative boundary agreement between the Village of Paddock Lake and the Town of Bristol meets the statutory criteria of s. 66.0307, Wis. Stats. Pursuant to authority found in s. 66.0307(5), Wis. Stats., the Wisconsin Department of Administration hereby approves the agreement.

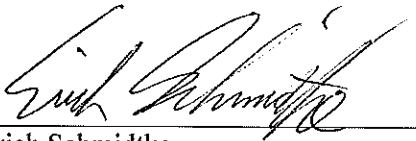
Henceforth, amendments or revisions to the Agreement can only occur with the approval of the Town and Village, and with the concurrence of the Wisconsin Department of Administration or any successor agency granted the authority to administer the provisions of s. 66.0307(8), Wis. Stats. This Agreement is effective from today's date, and remains in effect pursuant to the language and terms contained therein.

Dated this 9th day of May, 2008.

By the Wisconsin Department of Administration:



Harald (Jordy) Jordahl
Acting Administrator
Division of Intergovernmental Relations
Wisconsin Department of Administration



Erich Schmidtke
Municipal Boundary Review
Division of Intergovernmental Relations
Wisconsin Department of Administration



Mark Saunders
Deputy Counsel
Wisconsin Department of Administration