

Cooperative Plan

Town of Salem and Village of Silver Lake (2016)

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**WISCONSIN DEPARTMENT OF
ADMINISTRATION**

SCOTT WALKER
GOVERNOR

SCOTT NEITZEL
SECRETARY

Municipal Boundary Review

PO Box 1645, Madison WI 53701

Voice (608) 264-6102 Fax (608) 264-6104

Email: wimunicipalboundaryreview@wi.gov

Web: <http://doa.wi.gov/municipalboundaryreview/>

November 21, 2016

Diann Tesar, Chair
Town of Salem
Town Hall
9814 Antioch Road
PO Box 443
Salem, WI 53168

Bruce Nopenz, President
Village of Silver Lake
Village Hall
113 S First Street
Silver Lake, WI 53170

Re: Salem - Silver Lake Cooperative Plan

Dear Diann and Bruce,

On behalf of the Department of Administration, I am pleased to provide your communities with our approval of your Cooperative Plan.

Congratulations on your success in reaching agreement to combine your communities. Your collaboration represents a substantial progression of the existing cooperation between your communities. No doubt by combining services and eliminating duplication, this Cooperative Plan will greatly increase governmental efficiency and orderly future development and be tremendously beneficial to area residents.

Should you have any questions concerning our approval, or subsequent cooperative plan implementation issues, please do not hesitate to contact Erich Schmidtke at (608) 264-6102.

Sincerely,

Dawn Vick, Administrator
Division of Intergovernmental Relations

cc: Pat Casey, Town of Salem Administrator
Ken Yunker, SEWRPC
Andy Buehler, Kenosha County Planning & Development Director
Jeff Davison, Village of Paddock Lake Attorney

(the following communities and jurisdictions may access the Department's review determination and the communities' Cooperative Boundary Plan document at <http://doa.wi.gov/municipalboundaryreview/>)

Cindi Ernest, Town of Salem Clerk
Terry Faber, Village of Silver Lake Clerk
Emily Uhlenhake, Village of Paddock Lake Clerk
Amy Klemko, Village of Bristol Clerk
Linda Perona, Town of Brighton Clerk

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Twin Lakes Sewer District
Salem School District Clerk
Trevor/Wilmot Consolidated Grade School District Clerk
Twin Lakes School District #4 Clerk
Wheatland Joint School District Clerk
Wilmot Union High School District Clerk
Gateway Technical College Board of Trustees
Central High School District Clerk
Salem Community Library Director
Silver Lake Joint School District Clerk
Randall Consolidated School District Clerk
Paris Consolidated School District Clerk
Bristol School District #1 Clerk
Union Grove High School District Clerk
Union Grove Grade & Middle Joint School District Clerk
Brighton Grade School District Clerk
Bristol Sewer District Clerk
Paddock Lake Sewer District Clerk
Silver Lake Sewer District Clerk



**WISCONSIN DEPARTMENT OF
ADMINISTRATION**

WISCONSIN DEPARTMENT OF ADMINISTRATION

**APPROVAL of the COOPERATIVE PLAN
under Section 66.0307, Wis. Stats.**

between the

**TOWN OF SALEM and
VILLAGE OF SILVER LAKE,
KENOSHA COUNTY**

November 21, 2016

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**WISCONSIN DEPARTMENT OF
ADMINISTRATION**

SCOTT WALKER

GOVERNOR

SCOTT A. NEITZEL

SECRETARY

Municipal Boundary Review

PO Box 1645, Madison WI 53701

Voice (608) 264-6102 Fax (608) 264-6104

Email: wimunicipalboundaryreview@wi.gov

Web: <http://doa.wi.gov/municipalboundaryreview/>

This determination constitutes the Department's review of the proposed cooperative plan between the Town of Salem and Village of Silver Lake under s. 66.0307 Wis. Stats. The Department is charged with reviewing cooperative plans for compliance with public interest standards set forth in s. 66.0307(5)(c) Wis. Stats.

In summary, it is the DETERMINATION OF THE DEPARTMENT OF ADMINISTRATION that when considering the proposed cooperative plan under Section 66.0307(5), Wis. Stats.:

Standard 1, Content of Cooperative Plan Sufficiently Detailed – Met

Standard 2, Cooperative Plan Consistent with Comprehensive Plans and State and Local Laws and Regulations – Met

Standard 3, Adequate Provision for Municipal Services – Met

Standard 4, Provision for Affordable Housing – [Repealed & Inapplicable]

Standard 5, Compactness of Plan Territory – Met

Standard 6, Planning Period is Consistent with Cooperative Plan - Met

The facts and analysis supporting these findings are discussed in the body of this determination. The Department of Administration hereby determines pursuant to s. 66.0307(5)(d) Wis. Stats. that the proposed cooperative plan is APPROVED.

Dated this 21 day of November 2016,

Dawn Vick

Administrator, Division of Intergovernmental Relations

NOTICE OF RIGHT TO APPEAL

This Notice sets forth the requirements and procedures for obtaining review for those persons who wish to obtain review of the attached decision of the Department. Per s. 66.0307(9), Wis. Stats., decisions of the Department are subject to judicial review under s. 227.52. Per s. 227.53 any person aggrieved by a decision of the Department is entitled to review. Per s. 227.53 (1) (a) 1., proceedings for review are instituted by serving a petition therefore upon the agency, either personally or by certified mail, and by filing the petition in the office of the clerk of the circuit court for the county where the judicial review proceedings are to be held. Per s. 227.53 (1) (a) 2m., an appeal must be filed within 30 days after mailing of the decision by the agency. Per s. 227.53 (1) (b), the petition shall state the nature of the petitioner's interest, the facts showing that petitioner is a person aggrieved by the decision, and the grounds specified in s. 227.57 upon which petitioner contends that the decision should be reversed or modified. Any petition for judicial review shall name the Department of Administration as the Respondent. Petitions for review should be served on the Department's Secretary, Scott A. Neitzel. The address for service is:

c/o DOA, Municipal Boundary Review
101 East Wilson Street, 9th Floor
PO Box 1645
Madison, WI 53701

Persons desiring to file for judicial review are advised to closely examine all provisions of Wis. Stat. s. 227.52, 227.53 and 227.57 to ensure strict compliance with all requirements. The summary of appeal rights in this notice shall not be relied upon as a substitute for the careful review of all applicable statutes, nor shall it be relied upon as a substitute for obtaining the assistance of legal counsel.

Introduction

In accordance with s. 66.0307(5) of the Wisconsin Statutes, the Wisconsin Department of Administration (Department) approves the *Town of Salem & Village of Silver Lake Cooperative Plan* (Cooperative Plan).

The Town of Salem and Village of Silver Lake (Communities) developed this Cooperative Plan to bring about their eventual consolidation into a single jurisdictional entity. This Cooperative Plan is a positive step for both Communities because it enables Silver Lake to cease being a separate jurisdiction and it enables Salem to achieve village status.

Both Communities believe this Cooperative Plan will greatly increase governmental efficiency due to sharing and eliminating the duplication of services. The Cooperative Plan will also assure more orderly and planned future development. The Communities already cooperate with law enforcement and fire protection services, among others, so this Cooperative Plan represents a continuation and progression of this existing level of cooperation.

Public Hearing, Resolutions, Referenda and other Procedural Matters

Before a cooperative plan 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 the plan;
- A joint public hearing to receive comments from the public and other governmental bodies; and
- Resolutions adopted by each municipality to approve a final version of the cooperative plan and forward it to the Department for review.

The following procedural steps may occur:

- An advisory referendum; and
- A public hearing held by the Department.

No area residents requested that an advisory referendum on the Cooperative Plan be held, and no area residents requested that the Department hold a public hearing.

Authorizing resolutions were passed by the Town on May 2, 2016 and Village on May 5, 2016. As required by s. 66.0307(4)(a) Wis. Stats., these resolutions were distributed to neighboring municipalities and other area jurisdictions.

The required joint public hearing was held on July 6, 2016. Feedback from residents was overwhelmingly positive. In response to concerns about protection of Silver Lake, language was added to facilitate formation of a Silver Lake protection district. Prior to its required joint public hearing on July 6, the Communities also held two public informational meetings on June 16 and 21, 2016 which were also well attended.

Both the Town and Village adopted resolutions approving the Cooperative Plan on July 27, 2016. The Communities forwarded the Cooperative Plan to the Department for its statutory review on September 6, 2016.

Approval Criteria Applicable to the Department

A cooperative plan shall be approved by the Department if the Department determines that each of the criteria in s. 66.0307(5)(c), Wis. Stats., is met. The following paragraphs describe how the Communities' Cooperative Plan relates to these criteria. It is important to understand that this approval document is not a complete restatement of the plan. Those wanting to learn specific details, provisions, and conditions should look to the text of the Cooperative Plan itself, which is available from the Communities, and also at the Department of Administration's website at: <http://doa.wi.gov/municipalboundaryreview>.

(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. s. 66.0307(5)(c)1, Wis. Stats.

Information required by statute, and provided in a clear manner by the parties, includes the following fundamental details about the Cooperative Plan:

- **Territory subject to the Plan** – the territory affected by the Cooperative Plan is the entire territory within the Town of Salem and Village of Silver Lake.
- **Territory to Transfer** – the Cooperative Plan primarily transfers two areas of territory:
 - **Town of Salem Attachment** – on February 14, 2017 (Consolidation Date), the Village of Silver Lake agrees to attach all Town of Salem lands. The name for the new consolidated village will be 'Salem Lakes'.
 - **Village of Paddock Lake Detachment** – the Town is party to an existing cooperative plan, the *Village of Paddock Lake/Town of Salem Cooperative Plan* (2006) which anticipates the transfer of certain Town territory to the Village of Paddock Lake. The Communities agree that the newly consolidated Village of Salem Lakes will be bound by all provisions of the *Village of Paddock Lake/Town of Salem Cooperative Plan* (2006). When requested to do so, the new Village of Salem Lakes agrees to detach territory to Paddock Lake pursuant to s. 66.0227 Wis. Stats. in conformance with both cooperative plans.

- **Transition Period** – the period between the Cooperative Plan’s adoption and the first meeting of the newly elected Village of Salem Lakes board in Spring of 2017 is referred to as the Transition Period. During this period, both Communities voluntarily agree to NOT:
 - Incur new debt
 - Authorize new expenditures
 - Enter into new contracts
 - Hire new staff
 - Discharge existing staff
 - Annex territory
 - Exercise extraterritorial zoning or plat approval authority
 - Approve zoning amendments
- **Transition Committee** – a Transition Committee will help manage the Transition Period. Members are the existing Town Board and Village President.
- **Ordinance Committee** – during the Transition Period the Village and Town will each appoint 3 members to serve on an Ordinance Committee which will review existing Village and Town ordinances and propose a revised ordinance code that retains both Communities’ existing provisions but eliminates conflicting or redundant provisions.
- **Comprehensive Planning** – prior to the Consolidation Date, the Village agrees to amend its comprehensive plan to include the Town’s comprehensive plan provisions.
- **Zoning** – prior to the Consolidation Date, the Village agrees to repeal its zoning ordinance and adopt Kenosha County’s ordinance. The Village will also negotiate with Kenosha County to provide zoning administration and enforcement services to the new Village of Salem Lakes after the Consolidation Date.
- **Law Enforcement** – the Communities intend that law enforcement will be provided by the Kenosha County Sheriff’s Department via a contract, and supplemented by a public safety department that enforces ordinances and patrols area lakes. The new Village of Salem Lakes will be greater than 5000 persons, s. 61.65(1) Wis. Stats. requires that it provide police protection service. The Village agrees to retain current Town Public Safety Department staff.
- **Fire and Rescue** – the Town Fire/Rescue Department currently provides fire and rescue services to both the Town and Village. The Communities intend that this Department will continue providing service. The Village agrees to appoint the Department’s current fire chief as chief of the new Village of Salem Lakes Fire/Rescue Department and agrees to hire all of the Department’s current staff.
- **Public Works** – the Village agrees to hire current Town of Salem Highway Department and Town of Salem Utility District staff for the same positions in the new Village.
- **Lake Protection Districts** – three lake protection districts currently exist within the Town. The Village agrees to reappoint the same representatives previously appointed by the Town to each of the lake protection districts.

- **Administrator & Staff Positions** – prior to the Consolidation Date, the Village agrees to create an Administrator position and employ the Town’s administrator to this position during the Transition Period. Similarly, the Village will employ the Town clerk, treasurer, assessor, and legal counsel, and will continue to employ all Town staff for at least a 1-year period following the Consolidation Date.
- **Term** – the Cooperative Plan’s effective date is the date of Department of Administration approval. On February 14, 2017, the Consolidation Date, the Village will adopt an ordinance attaching the entire Town territory. This will have the effect of creating a newly consolidated village to be called Salem Lakes. This Cooperative Plan primarily outlines tasks and responsibilities between the Communities during the Transition Period between the Cooperative Plan’s effective date and the Consolidation Date. After the Consolidation Date, only a few Cooperative Plan provisions remain, namely the eventual detachment of territory to Paddock Lake pursuant to this Plan and the *Village of Paddock Lake/Town of Salem Cooperative Plan* (2006), as well as continued employment of Town staff for at least 1-year following the Consolidation Date.

The above information, along with other information included in the Cooperative Plan, provides sufficient detail to enable the Department to find that the standards in s. 66.0307(3)(c)1. Wis. Stats. have been met.

(2) *Is the cooperative plan consistent with each participating municipality’s comprehensive plan and with current state laws, municipal ordinances and rules that apply to the territory affected by the plan?* s. 66.0307(5)(c)2 Wis. Stats.

In 2010 both the Town and Village participated in Kenosha County’s multi-jurisdictional comprehensive planning process. The Village chose to adopt the resulting multi-jurisdictional comprehensive plan as their local comprehensive plan, while the Town chose to prepare and adopt a separate local comprehensive plan which was based on the multi-jurisdictional plan.

The Cooperative Plan is consistent with the Village’s *Multi-Jurisdictional Comprehensive Plan for Kenosha County: 2035* (2010) in the following respects:

- Goal, pages 273, 630 – encourage intergovernmental cooperation by sharing services with municipal neighbors in order to save costs and improve service quality. The Town and Village have already been sharing services. This Cooperative Plan will combine the two communities, resulting in yet more cost savings and service improvement.
- Goal, page 632 - continue cooperative planning efforts between local governments, as well as coordinating efforts related to planning and ordinances. This Cooperative Plan requires the Communities to coordinate their plans and ordinances prior to the Consolidation Date.

The Cooperative Plan is consistent with the Town's *A Comprehensive Plan for the Town of Salem: 2035* (2010) in the following respects:

- Land Use Element, page 141 – utilize boundary agreements to resolve land use conflicts between the Town and the adjacent Villages of Silver Lake and Paddock Lake.
- Utilities & Community Facilities Element, page 215 – cooperate and share services with other jurisdictions to provide cost-effective government services.
- Intergovernmental Cooperation Element, page 244 – develop boundary agreements to resolve annexation and land use conflicts. Contact Silver Lake officials to determine the Village's interest in developing a boundary agreement for future land use and shared services.

The development of this Cooperative Plan indicates that these recommendations have been completed.

The Communities agree that prior to the Consolidation Date the Village will amend its Village comprehensive plan to incorporate by reference all provisions of the Town's comprehensive plan. This further ensures comprehensive plan consistency.

The Communities indicate they have reviewed all applicable federal, state and local laws, as well as area plans and have not identified any conflicts, inconsistencies, or adverse effects with their Cooperative Plan. Also, the comment letters from Kenosha County's Department of Planning & Development and Southeastern Wisconsin Regional Planning Commission (SEWRPC) do not indicate any conflicts or inconsistencies. SEWRPC comments that consolidation of the Communities will improve and enhance services for area residents, and that the Cooperative Plan helps implement the SEWRPC's regional plan. Kenosha County had no comments but offered its assistance and support to the new Village of Salem Lakes.

Additionally, none of the Communities municipal neighbors have voiced any comments or issues of concern.

For the foregoing reasons, the Department finds that the Cooperative Plan is consistent with each community's comprehensive plan and with all current state laws, municipal regulations and administrative rules and that the standard in s. 66.0307(5)(c)(2) Wis. Stats. is therefore met.

(3) Adequate provision is made in the cooperative plan for delivery of necessary municipal services to the territory covered by the plan. s. 66.0307(5)(c)(3), Wis. Stats.

The Cooperative Plan includes extensive provisions and discussion for how services will be provided to the new village, both prior to and after the Consolidation Date.

The Cooperative Plan provides specifics on law enforcement, fire protection and rescue services, public works, streets and highways, sewer & water service, parks, ordinances & regulations, planning and zoning, lake protection, municipal judge, legal services, elections, property assessment, clerk, treasurer, and administrator.

A Town of Salem resident submitted comments to the Department questioning the Cooperative Plan because of cost concerns. Due to Silver Lake's higher mill rate, its existing debt, and the requirement that the new community provide police protection service, this Cooperative Plan may in fact impact residents' taxes. Analysis by the Communities indicates that Village of Silver Lake residents may experience a slight decrease in property taxes while Town of Salem residents may experience a slight increase. Despite these cost impacts, both Communities' governing bodies and most residents at the public hearings support the Cooperative Plan and believe it will benefit area residents over the long term.

For the foregoing reason, the Department finds that adequate provision has been made for the delivery of necessary municipal services to the agreement territory, and that the standard in s. 66.0307(5)(c)3, Wis. Stats., is met.

(4) 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. s. 66.0307(5)(c)(5), Wis. Stats.

This Cooperative Plan establishes an orderly and predictable process for combining Village and Town territory to result in a new Village of Salem Lakes. Elimination of Silver Lake territory will result in an ultimate boundary that is more compact, rational, and uniform than it currently is.

Furthermore, this Cooperative Plan expressly recognizes the Town's existing cooperative plan with Paddock Lake and incorporates the provisions of that agreement. This will result in the boundary between Paddock Lake and the new Village of Salem Lakes ultimately being compact and rational.

For the foregoing reasons, the Department finds that this Cooperative Plan is compatible with the surrounding community and will result in compact municipal boundaries. Therefore, the standard in s. 66.0307(5)(c)5, Wis. Stats., is met.

(6) Any proposed planning period exceeding 10 years is consistent with the plan. s. 66.0307(5)(c)6 Wis. Stats.

The planning term for this Cooperative Plan is less than 10 years.

Approval

This Cooperative Plan 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 *Town of Salem & Village of Silver Lake Cooperative Plan*.

Henceforth, amendments or revisions to the plan can only occur with the approval of the communities, 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.

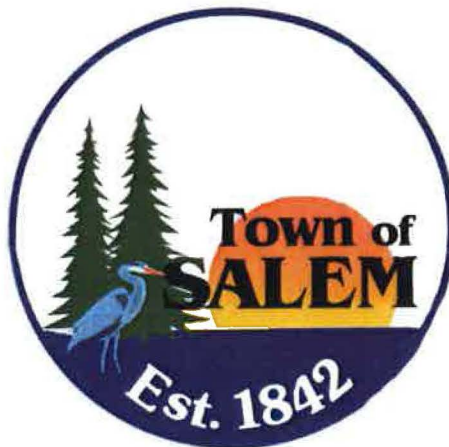
**TOWN OF SALEM
&
VILLAGE OF SILVER LAKE**

COOPERATIVE PLAN

APPROVED JULY 27, 2016



*Village of
Silver Lake*



Town of Salem / Village of Silver Lake Cooperative Plan

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ATTACHMENTS

ATTACHMENT 1.	MAP OF THE TOWN OF SALEM & MAP OF THE VILLAGE OF SILVER LAKE
ATTACHMENT 2.	TOWN OF SALEM LAND USE MAP & VILLAGE OF SILVER LAKE LAND USE MAP
ATTACHMENT 3.	TOWN OF SALEM & VILLAGE OF SILVER LAKE AUTHORIZING RESOLUTIONS
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ATTACHMENT 6	COMMENTS FROM REGIONAL PLANNING AND COUNTY PLANNING AUTHORITIES
ATTACHMENT 7	PUBLIC INFORMATION MEETINGS, SIGN IN SHEETS
ATTACHMENT 8	PUBLIC HEARING <ul style="list-style-type: none"> • NOTICE OF PUBLIC HEARING • PUBLICATION OF PUBLIC HEARING • PUBLIC HEARING SIGN IN SHEET • TRANSCRIPT OF PUBLIC HEARING • RESPONSES TO PUBLIC HEARING COMMENTS

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

The Village of Silver Lake, Wisconsin, a Wisconsin municipality with offices at 113 S. First Street, Silver Lake, Wisconsin, 53170 (hereinafter "Village"), and the Town of Salem, a Wisconsin municipality with offices at 9814 Antioch Road, Highway 83, Salem, Wisconsin 53168 (hereinafter "Town"), enter into this Cooperative Plan (hereinafter "Cooperative Plan"), subject to the approval of the State Department of Administration, under the authority of Section 66.0307 Wisconsin Statutes.

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

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

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

and,

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

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

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

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

WHEREAS, the Village and the Town enter into this Cooperative Plan to combine the

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

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

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

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

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

WHEREAS, the Village and Town have held a joint public hearing on the Cooperative Plan noticed under Wisconsin Statutes 66.0307(4)(b) on July, 2016 in which comments were received and which comments are either reflected in this Cooperative Plan or addressed in Attachment 9, which consists of an analysis of public hearing comments; and

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

W I T N E S S E T H:

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

1. Participating Municipalities
 - a. This Cooperative Plan applies to the Village of Silver Lake and Town of Salem located in Southeastern Wisconsin, which respective municipal boundaries on the date of approval of this Cooperative Plan by the Parties are shown on the map found in Attachment 1. This Cooperative Plan is being adopted by the Village of Silver Lake and the Town of Salem pursuant to the provisions of Section 66.0307 of the Wisconsin Statutes.
2. Contact Persons

- a. For Salem: The Town Chair
 - b. For Silver Lake: The Village President
3. Territory Subject to Cooperative Plan
 - a. The Cooperative Plan will, in some respects, affect the entire territory currently within the Town of Salem and the Village of Silver Lake.
 - b. The territory subject to a change of jurisdiction under the terms of the Cooperative Plan is hereinafter referred to as the “Affected Territory” and consists of the entire territory currently within the Town of Salem.
4. Issues, Problems, Opportunities
 - a. Increase government efficiency. The Village and the Town recognize the efficiencies and economics which result from the sharing of services and the elimination of duplicative or unnecessary expenditures. The provisions of this Cooperative Plan allow the Village and the Town to maximize these efficiencies and still provide a high level of service to residents of both communities.
 - b. Establish boundaries. Like many towns located next to incorporated municipalities, the Town is subject to the loss of territory by annexations over time. Because of the lack of control over the annexation process, the losses of territory from the Town create, from a municipal services standpoint, a boundary which may make it difficult for the Town to provide services. The boundaries sought by this Cooperative Plan recognize the need of the Village of Silver Lake and the Town of Salem to maintain stable boundaries and to engage in meaningful planning.
 - c. Assure orderly development. Capital infrastructure improvements require a planning horizon which may be from one to five years in length. Under normal annexation dynamics, annexations may occur well in advance of the planning for infrastructure improvements. Because of the capital infrastructure improvement planning horizons, the infrastructure may not be extended into the annexed territory for one to five years. The orderly phasing of growth and development will be enhanced by this Cooperative Plan.
5. Current Land Use and Physiographic Conditions. The current land use and physiographic conditions of the Affected Territory included in the Cooperative Plan are identified on

Attachment 2.

6. Shared Administration and Services

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

7. Boundary Adjustment

- a. Utilizing the procedure in this section, the boundary of Village shall be adjusted on February 14, 2017 (hereinafter "the Consolidation Date") to include all of the Affected Territory.
- b. Prior to and effective as of the Consolidation Date, the Village shall adopt an ordinance (the "Attachment Ordinance") attaching the territory constituting the Affected Territory to the Village.
- c. The Village Clerk/Treasurer shall file immediately with the State of Wisconsin Department of Administration a certified copy of the Attachment Ordinance, certificate and plat, and shall send one (1) copy to each company that provides any utility service to the area that is attached.
 - i. The Attachment Ordinance that is filed or sent shall describe the attached territory and the associated population.
 - ii. The Village Clerk/Treasurer shall record the Attachment Ordinance with the Kenosha County Register of Deeds and file a signed copy of the Attachment

Ordinance with the Clerk of any affected school district.

iii. Failure to file, record or send shall not invalidate the attachment and the duty to file, record or send shall be a continuing one.

d. The period between adoption of this Cooperative Plan by both the Village and the Town and the first meeting of the Village Board whereat the Village Trustees and Village President elected in the 2017 spring election participate shall be referred to as the "Transition Period."

8. Limitations on, and required action by, the Village Board during Transition Period

a. During the Transition Period, without the prior express consent of the Salem Town Board (until the Date of Consolidation) or the Transition Committee created herein, the Village Board shall not:

- i. Incur debt, other than refinancing of existing indebtedness
- ii. Authorize any expenditure of Village funds other than in the ordinary course of Village operations
- iii. Take any action to authorize an amendment to or creation of a tax incremental district or to authorize new tax incremental financing
- iv. Enter into or renew any contract with term longer than one year
- v. Discharge Village staff
- vi. Hire staff other than to fill vacancies
- vii. Act on any annexation petition affecting territory currently located within the Affected Territory
- viii. Exercise any authority within the Village's extraterritorial zoning jurisdiction pursuant to section 62.23(7a) of the Wisconsin Statutes relating to any part of the Affected Territory.
- ix. Exercise any extraterritorial plat approval authority relating to any part of the Affected Territory.

b. During the Transition Period, the Village shall not take any of the following actions without first receiving a recommendation from the Transition Committee created herein:

- i. Approve any zoning amendment relating to property within the Affected

Territory.

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

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

in the Village

e. Legal counsel

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

11. Ordinances

a. Ordinance Committee

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

b. General Ordinances

- i. Notwithstanding any other provisions of this agreement, the Town of Salem Code of Ordinances, exclusive of those pertaining to zoning, shall remain in effect within the current territory of the Town and the provisions of the Village ordinances shall remain in effect within the current territory of the Village following the Consolidation Date until amended by the Village Board.
- c. Zoning
 - i. Prior to the Consolidation Date, the Village shall adopt an ordinance repealing and recreating existing Village zoning ordinances by adoption of the provisions of Chapter 12 of the Kenosha County Code of Ordinances and all other applicable County ordinances adopted under sections 59.692, 87.30 and 91.71 to 91.78 of the Wisconsin Statutes. The effective date of such ordinance shall be the Consolidation Date.
 - ii. Prior to Consolidation Date and in conjunction with the adoption of provisions of the county zoning code, the Village will amend its zoning map to the extent necessary to permit the continuation of existing uses of property within the pre-attachment Village territory. The effective date of such map amendment shall be the Consolidation Date.
 - iii. Following the Consolidation Date, the Village will amend its zoning map to include the Affected Territory.
 - iv. Any parcel of land attached to the Village shall have and/or retain any nonconforming use status available to such parcel under State Law as established by Section 62.23(7) of the Wisconsin Statutes, and Section 5.0 of Ordinance 220, the Village Zoning Ordinance, subject to amendments and court interpretations thereof.
 - v. Prior to the Consolidation Date, the Village shall enter into negotiations with Kenosha County to provide, by contract, zoning administration and enforcement services commencing on the Consolidation Date.
 - vi. It is the intention of the parties that, following the Consolidation Date, the Village Board will review and may revise the zoning ordinance.

12. Budget and Financial Matters.

- a. The Village and the Town acknowledge that the boundary adjustment provided for in this agreement will affect their respective revenues and expenses for 2017. Both parties further acknowledge that the exact extent of that impact is not known.
- b. In an effort to best prepare for uncertainty in revenues and expenses resulting from the boundary adjustment, the Village and the Town shall each adopt a budget and tax levy for the 2017 fiscal year as if there were no boundary adjustment
- c. Prior to December 1, 2016, the Village shall adopt an ordinance to increase the compensation for the Village President and Trustees recognizing that the duties and responsibilities attendant upon those positions will significantly increase following the boundary adjustment.

13. Elections

- a. Prior to the Consolidation Date, the Town Clerk shall provide to the Village Clerk such information as may reasonably be required by the Village Clerk in the preparation for, and administration of, federal, state and local elections following the Consolidation Date, including voter registration lists.
- b. Prior to the Consolidation Date, the Village shall establish, by resolution or ordinance, wards in the Affected Territory pursuant to the provisions of Section 5.15(1)(a) of the Wisconsin Statutes.
 - i. The boundaries of the wards so established shall be identical to the existing boundaries of wards within the Town.
 - ii. Such resolution or ordinance shall be effective upon the Consolidation Date.
- c. Prior to the Consolidation Date, the Village shall designate by resolution or ordinance all current Town polling places as polling places for the spring election in the year of the Consolidation Date.
 - i. Such resolution or ordinance shall be effective upon the Consolidation Date.
 - ii. Such polling places shall be utilized for wards designated in paragraph 12 b. of this agreement.

14. Municipal courts

- a. The Village and the Town are each currently served by a municipal court presided

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

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

15. Law enforcement

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

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

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

16. Fire and Rescue

- a. Fire and Rescue services in the Village are currently provided by the Town Fire/Rescue Department pursuant to the terms of an inter-municipal agreement. The parties intend that there will be no change in the provision of these services after the Consolidation Date.
- b. The Village shall adopt ordinances as are necessary to create Village Fire/Rescue Department as of the Consolidation Date.
 - i. The ordinance or ordinances shall establish the jurisdiction and authority of the department, the qualifications for department staff and such other matters as the Village Board deems advisable.
 - ii. The Village shall appoint the current Fire Chief of the Town as Chief of the Department.
 - iii. The Village shall hire the current staff of Town Fire/Rescue Department as of the Consolidation Date.

17. Public works

- a. Streets and highways.
 - i. As of the Consolidation Date, the Village shall hire the employees of the Town Highway Department for the same positions in the Village.
- b. Wastewater Collection and Treatment
 - i. The Village and the Town each operate waste water collection and treatment systems serving areas within their respective jurisdictions.
 - ii. The parties intend that the provision of waste water collection and treatment services will continue unchanged following the Consolidation Date.
 - iii. The Village shall hire the current staff of the Town's utility district for the same positions in the Village as of the Consolidation Date.

18. Lake Protection Districts

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

- c. In order to implement the provisions of the PL/S Plan, the Village shall adopt one or more ordinances having the effect of an ordinance adopted pursuant to section 66.0227(2) of the Wisconsin Statutes, detaching from the Village the real estate designated as the Paddock Lake Village Growth Area in the PL/S Plan.
 - i. The real estate subject to a detachment ordinance shall be that which satisfies the requirements for an Initial, Intermediate or Final Attachment as those terms are used in the PL/S Plan.
 - ii. The Village shall adopt the detachment ordinance or ordinances within thirty (30) days of any written request to do so by the Village of Paddock Lake with respect to an Initial or Intermediate Attachment and not later than (the twentieth anniversary of the effective date of the PL/S Plan) with respect to the Final Attachment pursuant to the PL/S Plan.
- d. Procedure For Attachment pursuant to the PL/S Plan.
 - i. Paddock Lake shall give ten (10) days advance, written notice to the Village, and without review and recommendation by the Paddock Lake Plan Commission or any other subunit of Paddock Lake, and without further review and approval of the Village, may adopt ordinances from time to time attaching the territory constituting an Initial Attachment, Intermediate Attachments and a Final Attachment.
 - ii. The Paddock Lake Village Clerk/Treasurer shall file immediately with the appropriate state agency a certified copy of the Attachment Ordinance, certificate and plat, and shall send one (1) copy to each company that provides any utility service to the area that is attached.
 - iii. The Attachment Ordinance that is filed or sent shall describe the attached territory and the associate population.
 - iv. The Paddock Lake Village Clerk/Treasurer shall record the Attachment Ordinance with the Kenosha County Register of Deeds and file a signed copy of the Attachment Ordinance with the Clerk of any affected school district and the State of Wisconsin.
 - v. Failure to file, record or send shall not invalidate the attachment and the duty

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

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

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

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

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

- xiv. Transfer Date of Attachment. The territory in the Village Growth Area defined in the PL/S Plan constituting an Initial, Intermediate or Final Attachment shall be attached to the Village of Paddock Lake effective on the date after the day of publication of the Attachment Ordinance unless another date is provided in the Attachment Ordinance (the "Transfer Date").

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

20. Name

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

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

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

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

22. Authorizing Resolutions

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

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

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

23. Third Party Beneficiary.

- a. This Cooperative Plan is intended to be solely between the Village of Silver Lake and the Town of Salem.
- b. For the sole purpose of enforcing the provisions of section 19 of this Cooperative

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

- c. Except as otherwise expressly provided in this section, nothing in this Cooperative Plan shall be interpreted as giving to any person or entity not party to this Cooperative Plan any legal or equitable rights whatsoever, whether as a third party beneficiary or otherwise.

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

25. Enforcement.

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

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

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

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

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

37. Approvals and Effective Date.

- a. Town Approval. This Cooperative Plan was approved by the Board of the Town of Salem at a duly noticed and convened public meeting on the 27 day of July, 2016.
- b. Village Approval. This Cooperative Plan was approved by the Village Board of the Village of Silver Lake, Wisconsin at a duly noticed and convened public meeting on the 27 day of July, 2016.
- c. Effective Date. This Cooperative Plan shall become effective as of the date that this Cooperative Plan is approved in writing by the State of Wisconsin Department of Administration, as required under Section 66.0307 of the Wisconsin Statutes.

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

THE VILLAGE OF SILVER LAKE, WISCONSIN,
A Municipal Corporation

BY: Bruce Nopenz
Bruce Nopenz, President

ATTEST: Eileen Anderson
, (Deputy) Clerk/Treasurer

STATE OF WISCONSIN)
) SS.
COUNTY OF KENOSHA)

Personally came before me this 27 day of July, 2016, Bruce Nopenz, President and E. Deere Anderson, (Deputy) Clerk/Treasurer, of the VILLAGE OF SILVER 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.

Christine Lamb
Notary Public, State of Wisconsin
My Commission expires/is: 03/12/2017

TOWN OF SALEM

BY: Diann D Tesar
Diann Tesar, Chairperson

ATTEST: Cynthia Dulaney
Cynthia Dulaney, Clerk

STATE OF WISCONSIN)
) SS.
COUNTY OF KENOSHA)

Personally came before me this 27 day of July, 2016, Diann Tesar, Chairperson and Cynthia Dulaney, Clerk of said Township, and acknowledged that they executed the foregoing instrument as such officers as the agreement of said Township, by its authority.

Richard A. F.
Notary Public, State of Wisconsin
My Commission expires/is: permanent

Town of Salem / Village of Silver Lake Cooperative Plan

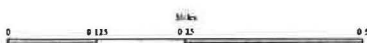
Attachment 1

- **Map of the Town of Salem**
- **Map of the Village of Silver Lake**



VILLAGE OF SILVER LAKE

Kenosha County, Wisconsin



Map Current To: January 2016
© Copyright 2016 Kenosha County



Map Prepared by
Kenosha County Land Information Office

- Legend -

- | | | | |
|---------------------|-----------------------|------------------------|-----------------------|
| Interstate Highways | Non-Constructed Roads | Fire & Rescue Stations | Wooded Areas |
| US Highways | Private Roads | Police Stations | Water Features |
| State Highways | Railroads | Government Buildings | Buildings |
| County Highways | Fire Stations | Schools | Unincorporated Places |
| Minor Roads | Rescue Stations | Parks | Marsh |
| | | | Municipal Boundary |

Town of Salem / Village of Silver Lake Cooperative Plan

Attachment 2


- **Town of Salem Land Use Map**
- **Village of Silver Lake Land Use Map**

Figure 6.



Section 1.1	Section 2.1	Section 3.1
1.1.1	2.1.1	3.1.1
1.1.2	2.1.2	3.1.2
1.1.3	2.1.3	3.1.3
1.1.4	2.1.4	3.1.4
1.1.5	2.1.5	3.1.5
1.1.6	2.1.6	3.1.6
1.1.7	2.1.7	3.1.7
1.1.8	2.1.8	3.1.8
1.1.9	2.1.9	3.1.9
1.1.10	2.1.10	3.1.10
1.1.11	2.1.11	3.1.11
1.1.12	2.1.12	3.1.12
1.1.13	2.1.13	3.1.13
1.1.14	2.1.14	3.1.14
1.1.15	2.1.15	3.1.15
1.1.16	2.1.16	3.1.16
1.1.17	2.1.17	3.1.17
1.1.18	2.1.18	3.1.18
1.1.19	2.1.19	3.1.19
1.1.20	2.1.20	3.1.20
1.1.21	2.1.21	3.1.21
1.1.22	2.1.22	3.1.22
1.1.23	2.1.23	3.1.23
1.1.24	2.1.24	3.1.24
1.1.25	2.1.25	3.1.25
1.1.26	2.1.26	3.1.26
1.1.27	2.1.27	3.1.27
1.1.28	2.1.28	3.1.28
1.1.29	2.1.29	3.1.29
1.1.30	2.1.30	3.1.30
1.1.31	2.1.31	3.1.31
1.1.32	2.1.32	3.1.32
1.1.33	2.1.33	3.1.33
1.1.34	2.1.34	3.1.34
1.1.35	2.1.35	3.1.35
1.1.36	2.1.36	3.1.36
1.1.37	2.1.37	3.1.37
1.1.38	2.1.38	3.1.38
1.1.39	2.1.39	3.1.39
1.1.40	2.1.40	3.1.40
1.1.41	2.1.41	3.1.41
1.1.42	2.1.42	3.1.42
1.1.43	2.1.43	3.1.43
1.1.44	2.1.44	3.1.44
1.1.45	2.1.45	3.1.45
1.1.46	2.1.46	3.1.46
1.1.47	2.1.47	3.1.47
1.1.48	2.1.48	3.1.48
1.1.49	2.1.49	3.1.49
1.1.50	2.1.50	3.1.50
1.1.51	2.1.51	3.1.51
1.1.52	2.1.52	3.1.52
1.1.53	2.1.53	3.1.53
1.1.54	2.1.54	3.1.54
1.		



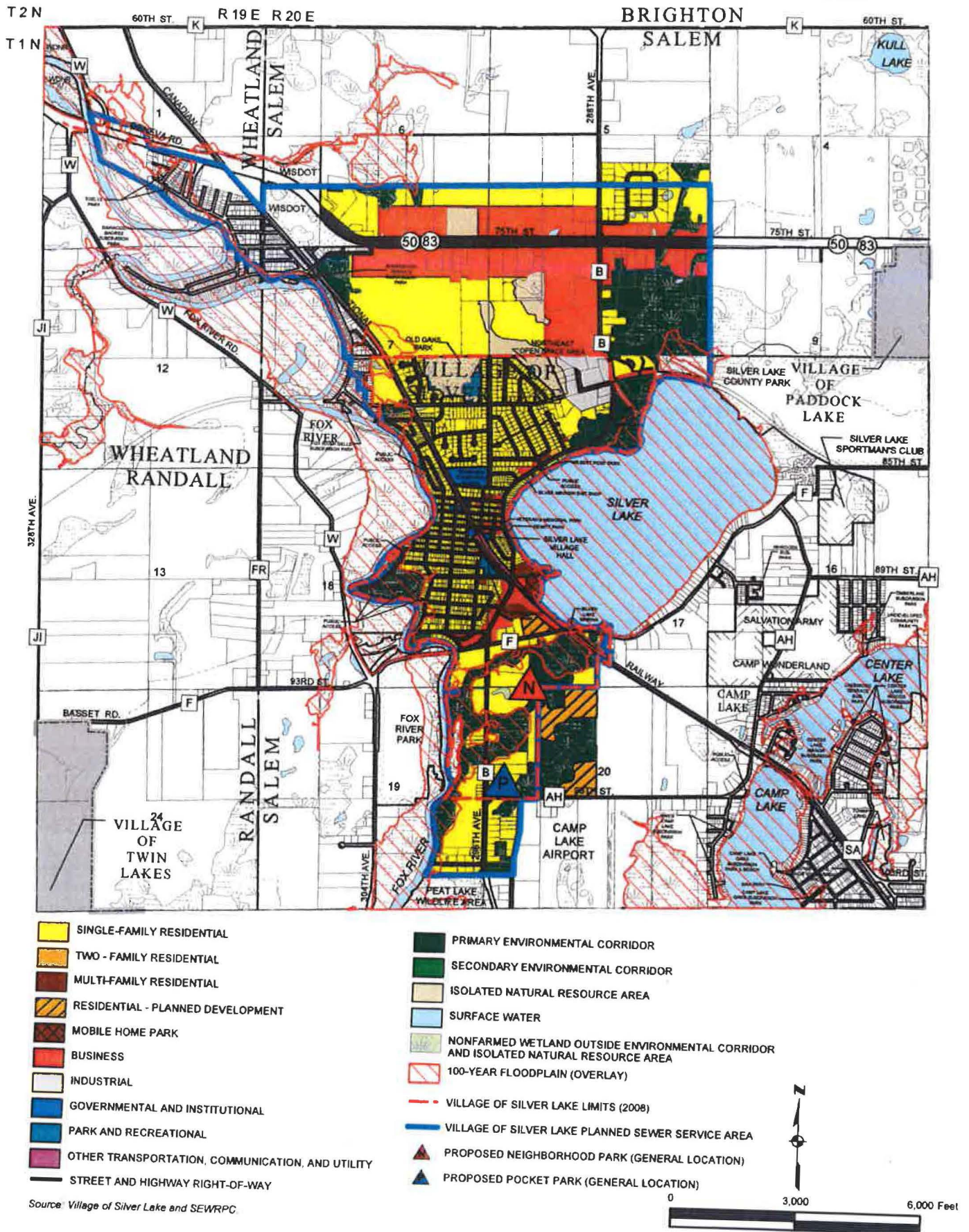




Example 1 North Range 23 East Section 01 Line 35

MAP IX-10

ADOPTED LAND USE PLAN MAP FOR THE VILLAGE OF SILVER LAKE PLANNING AREA: 2035



Town of Salem / Village of Silver Lake Cooperative Plan

Attachment 3

- **Town of Salem Authorizing Resolution**
- **Village of Silver Lake Authorizing Resolution**

RESOLUTION NO. 16 05 02

A RESOLUTION OF THE TOWN BOARD OF THE TOWN OF SALEM, KENOSHA COUNTY, WISCONSIN AUTHORIZING THE PREPARATION OF A COOPERATIVE PLAN BETWEEN THE TOWN OF SALEM AND THE VILLAGE OF SILVER LAKE PURSUANT TO SEC. 66.0307 OF THE WISCONSIN STATUTES.

WHEREAS, Sec. 66.0307 Wisconsin Statutes authorizes municipalities to enter into a Cooperative Plan made with the general purpose of guiding and accomplishing a coordinated, adjusted, and harmonious development of territory covered by the plan consistent with the comprehensive plan of each participating municipality and further to determine boundary lines between the participating municipalities; and

WHEREAS, the Town Board has determined that a Cooperative Agreement with the Village of Silver Lake will promote the public, health, safety, order, convenience, prosperity, and general welfare of both the Town and the Village of Silver Lake and will further promote efficiency and economy in the process of development and in the provisions of municipal services; and

WHEREAS, authorizing the preparation of a Cooperative Plan pursuant to the provisions of Sec. 66.0307 Wis.Stats., which will allow the residents of the Town of Salem and opportunity to obtain information regarding the provisions of the proposed Cooperative Plan and to discuss the merits of the plan with their fellow residents and elected officials;

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

1. The Town of Salem acting through its Town Chair, staff, and such other persons as the Town Board shall designate is authorized pursuant to Section 66.0307 Wis. Stats., to participate with the Village of Silver Lake in the preparation of a Cooperative Plan under the guidance of the Town Board.

2. 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 Sec. 66.0307(4)(a) Wisconsin Statutes.

Introduced and adopted by the Town Board of the Town of Salem, Kenosha County, Wisconsin, this 2nd day of May, 2016.

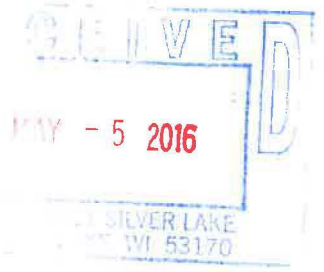
TOWN OF SALEM
Kenosha County, Wisconsin

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

Attest: Cynthia Ernest
Cynthia Ernest, Town Clerk

RESOLUTION NO. 16 05 01

A RESOLUTION OF THE VILLAGE OF SILVER LAKE,
KENOSHA COUNTY, WISCONSIN AUTHORIZING THE
PREPARATION OF A COOPERATIVE PLAN BETWEEN
THE TOWN OF SALEM AND THE VILLAGE OF SILVER
LAKE PURSUANT TO SEC. 66.0307 OF THE WISCONSIN
STATUTES.



WHEREAS, Sec. 66.0307 Wisconsin Statutes authorizes municipalities to enter into a Cooperative Plan made with the general purpose of guiding and accomplishing a coordinated, adjusted, and harmonious development of territory covered by the plan consistent with the comprehensive plan of each participating municipality and further to determine boundary lines between the participating municipalities; and

WHEREAS, the Village Board has determined that a Cooperative Agreement with the Town of Salem will promote the public, health, safety, order, convenience, prosperity, and general welfare of both the Town of Salem and the Village of Silver Lake and will further promote efficiency and economy in the process of development and in the provisions of municipal services; and

WHEREAS, authorizing the preparation of a Cooperative Plan pursuant to the provisions of Sec. 66.0307 Wis.Stats., which will allow the residents of the Village of Silver Lake an opportunity to obtain information regarding the provisions of the proposed Cooperative Plan and to discuss the merits of the plan with their fellow residents and elected officials;

NOW, THEREFORE, the Village Board of the Village of Silver Lake, Kenosha County, Wisconsin, does hereby resolve as follows:

1. The Village of Silver Lake acting through its Village President, staff, and such other persons as the Village Board shall designate is authorized pursuant to Section 66.0307 Wis. Stats., to participate with the Town of Salem in the preparation of a Cooperative Plan under the guidance of the Village Board.

2. That notice of this resolution shall be given in writing by the Village Clerk within five (5) days after its adoption to the parties specified in Sec. 66.0307(4)(a) Wisconsin Statutes.

Introduced and adopted by the Village Board of the Village of Silver Lake, Kenosha County, Wisconsin, this 5th day of May, 2016.

VILLAGE OF SILVER LAKE
Kenosha County, Wisconsin

By: 
Bruce Nopenz, Village President

Attest: 
Village Clerk

Town of Salem / Village of Silver Lake Cooperative Plan

Attachment 4

- **Town of Salem Affidavit of Delivery to State and Local Entities**
- **Village of Silver Lake Affidavit of Delivery to State and Local Entities**

ATTEST BY AFFIDAVIT

STATE OF WISCONSIN
COUNTY OF KENOSHA

Cynthia Dulaney, Town Clerk of the Town of Salem, Kenosha County, Wisconsin, being first duly sworn on oath, deposes and says:

1. Attached hereto as Exhibit A is a true and correct copy of a Resolution authorizing participation in preparation of a cooperative boundary plan adopted by the Town Board of the Town of Salem, Kenosha County, Wisconsin on May 2, 2016.

2. Within 5 days following adoption of this Resolution, I provided notice of the adopted Resolution by delivering or causing to be delivered a copy thereof to each of the entities set forth in the list attached hereto as Exhibit B.

Executed this 25th day of August, 2016.


Cynthia Dulaney

Acknowledgment


State of Wisconsin

)ss:

County of Kenosha

Personally came before me this 25 day of August, 2016, the above named Cynthia Dulaney to me known to be the person who executed the foregoing instrument and acknowledge the same.

SHANNON R. HAHN
NOTARY PUBLIC
STATE OF WISCONSIN


Notary Public, State of Wisconsin
My commission expires: 3/12/17

ATTEST BY AFFIDAVIT

STATE OF WISCONSIN
COUNTY OF KENOSHA

Vickie Galich, Village Clerk/Treasurer of the Village of Silver Lake, Kenosha County, Wisconsin, being first duly sworn on oath, deposes and says:

1. Attached hereto as Exhibit A is a true and correct copy of a Resolution authorizing participation in preparation of a cooperative boundary plan adopted by the Village Board of the Village of Silver Lake, Kenosha County, Wisconsin on May 5, 2016.

2. Within 5 days following adoption of this Resolution, I provided notice of the adopted Resolution by delivering or causing to be delivered a copy thereof to each of the entities set forth in the list attached hereto as Exhibit B.

Executed this 26 day of August, 2016.

Vickie A. Galich
Vickie Galich

Acknowledgment

State of Wisconsin

)ss:

County of Kenosha

Personally came before me this 26th day of August, 2016, the above named Vickie Galich to me known to be the person who executed the foregoing instrument and acknowledge the same.

Eileen Anderson

EILEENE ANDERSON
NOTARY PUBLIC
STATE OF WISCONSIN

Notary Public, State of Wisconsin
My commission expires: 3-12-17

Town of Burlington
Attn: Town Clerk
32288 Bushnell Rd
Burlington, WI 53105

5-6-16
10:25

City of Kenosha
Attn: City Clerk
625 52nd St
Kenosha, WI 53140

Village of Union Grove
Attn: Village Clerk
925 15th Ave
Union Grove, WI 53182

Michael P. Smith - chs D
Michael P. Smith - chs D

Town of Yorkville
Attn: Town Clerk
925 15th Ave
Union Grove, WI 53182

Brighton Grade School Dist
Attn: District Clerk
1200 248th Ave
Kansasville, WI 53139

Village of Pleasant Prairie
Attn: Village Clerk
9915 39th Ave
Pleasant Prairie, WI 53158

Union Grove High School Dist
Attn: District Clerk
3433 S. Colony Ave
Union Grove, WI 53182

Union Grove Grd & Mdl Jt School Dist
Attn: District Clerk
1745 Mildrum St
Union Grove, WI 53182

Town of Burlington
Attn: Town Clerk
32288 Bushnell Rd
Burlington, WI 53105

City of Kenosha
Attn: City Clerk
625 52nd St
Kenosha, WI 53140

Village of Union Grove
Attn: Village Clerk
925 15th Ave
Union Grove, WI 53182

Town of Yorkville
Attn: Town Clerk
925 15th Ave
Union Grove, WI 53182

Brighton Grade School Dist
Attn: District Clerk
1200 248th Ave
Kansasville, WI 53139

Village of Pleasant Prairie
Attn: Village Clerk
9915 39th Ave
Pleasant Prairie, WI 53158

Sammy Ruggaber 11:28am
Sammy Ruggaber 11:28am
05/06/2016

Beth Gellert 11:15 AM
Beth Gellert 11:15 AM
05/06/2016

Jan M Kopp 10:31
Jan M Kopp 10:31
05/06/2016

Union Grove High School Dist
Attn: District Clerk
3433 S. Colony Ave
Union Grove, WI 53182

Union Grove Grd & Mdl Jt School Dist
Attn: District Clerk
1745 Mildrum St
Union Grove, WI 53182

Hinger Schmand 11:44
Hinger Schmand 11:44
05/06/2016

Carol Peterson 11:51
Carol Peterson 11:51
05/06/2016

Village of Silver Lake
Attn: Village Clerk
113 South First St
Silver Lake, WI 53170

Village of Paddock Lake
Attn: Village Clerk
6969 236th Ave
Paddock Lake, WI 53168

Village of Bristol
Attn: Village Clerk
19801 83rd St
Bristol, WI 53104

Carol Husnick 12:09
Carol Husnick 12:09
05/06/2016

Town of Paris
Attn: Town Clerk
16607 Burlington Rd
Union Grove, WI 53182

Town of Brighton
Attn: Town Clerk
25000 Burlington Rd
Kansasville, WI 53139

Town of Randall
Attn: Town Clerk
34530 Bassett Rd
Burlington, WI

B Mc Cumber 9:14

Linda L. Perera 2:10

B Mc Cumber 9:14
05/06/2016

Linda L. Perera 2:00
05/06/2016

Town of Wheatland
Attn: Town Clerk
34315 Geneva Rd
New Munster, WI 53152

Village of Twin Lakes
Attn: Village Clerk
108 East Main St
Twin Lakes, WI 53181

WI Department of Administration
101 East Wilson St
Madison, WI 53703

Greg Murray - Legal Dept.
SAME 5/6/16 12:30p

WI Department of Natural Resources
101 South Webster St
Madison, WI 53707

WI Department of Agriculture,
Trade & Consumer Protection
2811 Agriculture Dr
Madison, WI 53708

WI Department of Transportation
4802 Sheboygan Ave
Madison, WI 53705

Laura Pleasant - Legal Dept.
SAME 5/6/16 11:48AM

Lacy Cochart - Legal Dept.
SAME 5/6/16 2:15pm

Jessica Swinford - Legal Dept.
SAME 5/6/16 1:15pm

Kenosha County Clerk
Mary Schuch-Krebs
1010 56th St
Kenosha, WI 53140

Kenosha County
Division of Planning & Development
19600 75th Street, Suite 185-3
Bristol, WI 53104

Central High School District
Attn: District Clerk
24617 75th St
Salem, WI 53168

9:55
9:55
05/06/2016
SHERRI STOCKER

X Village of Silver Lake
Attn: Village Clerk 5-6-16
113 South First St
Silver Lake, WI 53170

X Vickie A Galich
X Vickie A Galich

Town of Paris
Attn: Town Clerk
16607 Burlington Rd
Union Grove, WI 53182

Town of Wheatland 5-6-16
Attn: Town Clerk 10:10
34315 Geneva Rd
New Munster, WI 53152

X Deborah Kun
X Deborah Kun

WI Department of Natural Resources
101 South Webster St
Madison, WI 53707

Kenosha County Clerk
Mary Schuch-Krebs
1010 56th St
Kenosha, WI 53140

Village of Paddock Lake
Attn: Village Clerk 5-06-16
6969 236th Ave 8:57
Paddock Lake, WI 53168

X Michelle Shromek
X Michelle Shromek

Town of Brighton
Attn: Town Clerk
25000 Burlington Rd
Kansasville, WI 53139

Village of Twin Lakes
Attn: Village Clerk 5-06-16
108 East Main St 10:48
Twin Lakes, WI 53181

X JKarb
X JKarb

WI Department of Agriculture,
Trade & Consumer Protection
2811 Agriculture Dr
Madison, WI 53708

Kenosha County
Division of Planning & Development
19600 75th Street, Suite 185-3
Bristol, WI 53104

Village of Bristol
Attn: Village Clerk
19801 83rd St
Bristol, WI 53104

Town of Randall 5-6-16
Attn: Town Clerk 11:15
34530 Bassett Rd
Burlington, WI (Delivered to
location, closed on
Friday)

X
X

WI Department of Administration
101 East Wilson St
Madison, WI 53703

WI Department of Transportation
4802 Sheboygan Ave
Madison, WI 53705

Central High School District
Attn: District Clerk 5-06-2016
24617 75th St 8:46
Salem, WI 53168

X [Signature]
X [Signature]

Community Library – Salem

Attn: Library Director
24615 89th St
Salem, WI 53168

5-06-16
9:12

x John M. Eitzen
x John M. Eitzen

Randall Consolidated School District

Attn: District Clerk
37101 87th St
Burlington, WI 53105

5-6-16
11:02

x John M. Eitzen
x John M. Eitzen

Trevor/Wilmot Cons Gr School Dist

Attn: District Clerk
26325 Wilmot Rd
Trevor, WI 53179

5-06-16
9:22

x Cassidy J. Eitzen
x Cassidy J. Eitzen

Wilmot Union High School District

Attn: District Clerk
11112 308th Ave
Wilmot, WI 53192

5-06-16
9:31

x Tammy Johnson
x Tammy Johnson

Town of Salem Sewer Dist

Attn: Sewer Dist Administrator
28733 Wilmot Rd
Trevor, WI 53179

Village of Silver Lake Sewer Dist
Attn: Village Clerk
113 South First St
Silver Lake, WI 53170

Bristol School District #1

Attn: District Clerk
20121 83rd St
Bristol, WI 53104

Silver Lake Jt School District 1

Attn: District Clerk
300 E Prosser St
Silver Lake, WI 53170

5-6-16
9:50

x Cynthia Chapman
x Cynthia Chapman

Twin Lakes School Dist #4

Attn: District Clerk
1218 Wilmot Ave
Twin Lakes, WI 53181

5-6-16
10:56

x Deborah Morgan
x Deborah Morgan

Gateway Technical College

Attn: Board of Trustees Secretary
3520 30th Ave
Kenosha, WI 53144

Village of Twin Lakes Sewer Dist

Attn: Village Clerk
108 East Main St
Twin Lakes, WI 53181

Village of Paddock Lake Sewer Dist

Attn: Village Clerk
6969 236th Ave
Paddock Lake, WI 53168

Paris Consolidated School Dist JT 1

Attn: District Clerk
1901 176th Ave
Kenosha, WI 53144

Salem School District

Attn: District Clerk
8828 Antioch Rd
Salem, WI 53168

5-06-16
9:08

x Deborah Morgan
x Deborah Morgan

Wheatland JT School District

Attn: District Clerk
6606 368th Ave
Burlington, WI 53105

5-06-16
10:41

x Heath Wan
x Heath Wan

Town of Salem

Attn: Town Clerk
9814 Antioch Rd
Salem, WI 53168

WI Department of Revenue

Attn: Office of the Secretary
2135 Rimrock Rd
Madison, WI 53708

Village of Bristol Sewer Dist

Attn: Village Clerk
19801 83rd St
Bristol, WI 53104

Community Library – Salem
Attn: Library Director
24615 89th St
Salem, WI 53168

Randall Consolidated School District
Attn: District Clerk
37101 87th St
Burlington, WI 53105

Trevor/Wilmot Cons Gr School Dist
Attn: District Clerk
26325 Wilmot Rd
Trevor, WI 53179

Wilmot Union High School District
Attn: District Clerk
11112 308th Ave
Wilmot, WI 53192

Town of Salem Sewer Dist
Attn: Sewer Dist Administrator
28733 Wilmot Rd
Trevor, WI 53179

Village of Silver Lake Sewer Dist
Attn: Village Clerk
113 South First St
Silver Lake, WI 53170

Bristol School District #1
Attn: District Clerk
20121 83rd St
Bristol, WI 53104

Silver Lake Jt School District 1
Attn: District Clerk
300 E Prosser St
Silver Lake, WI 53170

Twin Lakes School Dist #4
Attn: District Clerk
1218 Wilmot Ave
Twin Lakes, WI 53181

Gateway Technical College
Attn: Board of Trustees Secretary
3520 30th Ave
Kenosha, WI 53144

Village of Twin Lakes Sewer Dist
Attn: Village Clerk
108 East Main St
Twin Lakes, WI 53181

Village of Paddock Lake Sewer Dist
Attn: Village Clerk
6969 236th Ave
Paddock Lake, WI 53168

Paris Consolidated School Dist JT 1
Attn: District Clerk
1901 176th Ave
Kenosha, WI 53144

Salem School District
Attn: District Clerk
8828 Antioch Rd
Salem, WI 53168

Wheatland JT School District
Attn: District Clerk
6606 368th Ave
Burlington, WI 53105

Town of Salem
Attn: Town Clerk
9814 Antioch Rd
Salem, WI 53168

WI Department of Revenue
Attn: Office of the Secretary
2135 Rimrock Rd
Madison, WI 53708

Teri Bullington - Legal Dept.
SAME 5/16/16 1:35pm

Village of Bristol Sewer Dist
Attn: Village Clerk
19801 83rd St
Bristol, WI 53104

Carol Husnick 12:09
Carol Husnick 12:09
05/06/2016

Town of Salem / Village of Silver Lake Cooperative Plan

Attachment 5

- **Town of Salem Resolution Adopting the Cooperative Plan**
- **Village of Silver Lake Resolution Adopting the Cooperative Plan**

RESOLUTION NO. 16 07 27

A RESOLUTION OF THE TOWN BOARD OF THE TOWN OF SALEM, KENOSHA COUNTY, WISCONSIN ADOPTING THE VILLAGE OF SILVER LAKE/TOWN OF SALEM COOPERATIVE PLAN PURSUANT TO SEC. 66.0307 OF THE WISCONSIN STATUTES.

WHEREAS, The Town of Salem (the "Town") and the Village of Silver Lake (the "Village") have negotiated a Cooperative Plan subject to the approval of the State Department of Administration under the authority of Sec. 66.0307 of the Wisconsin Statutes; and

WHEREAS, the Town and the Village intend to enter into the Cooperative Plan for the purposes of adjusting the boundaries between the two municipalities resulting in a consolidation of the Town into the Village in order to assure orderly development, accomplished, coordinated, adjusted, and harmonious development of the territory both in the Town and in the Village and for the provisions of necessary services in both the Village and the Town; and

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

WHEREAS, the Village and Town have held a joint public hearing regarding the Cooperative Plan pursuant to the provisions of Sec. 66.0307 of the Wisconsin Statutes on July 6, 2016, and have considered the comments which were received both at the public hearing and subsequent thereto in preparation of the Cooperative Plan as more fully described therein; and

WHEREAS, the Village and Town intend to immediately implement and make effective the Cooperative Plan upon approval of the State Department of Administration as required by Statute;

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

1. The Village of Silver Lake/Town of Salem Cooperative Plan, a copy of which is attached hereto and incorporated herein by reference is hereby approved and adopted subject to approval by the State Department of Administration.
2. The Town Chair 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.

Introduced and adopted by the Town Board of the Town of Salem,
Kenosha County, Wisconsin, this 27th day of July, 2016.

TOWN OF SALEM
Kenosha County, Wisconsin

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

Attest: Cynthia Dulaney
Cynthia Dulaney, Town Clerk

RESOLUTION NO. 16 07 27

A RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF SILVER LAKE, KENOSHA COUNTY, WISCONSIN ADOPTING THE VILLAGE OF SILVER LAKE/TOWN OF SALEM COOPERATIVE PLAN PURSUANT TO SEC. 66.0307 OF THE WISCONSIN STATUTES.

WHEREAS, The Town of Salem (the "Town") and the Village of Silver Lake (the "Village") have negotiated a Cooperative Plan subject to the approval of the State Department of Administration under the authority of Sec. 66.0307 of the Wisconsin Statutes; and

WHEREAS, the Town and the Village intend to enter into the Cooperative Plan for the purposes of adjusting the boundaries between the two municipalities resulting in a consolidation of the Town into the Village in order to assure orderly development, accomplished, coordinated, adjusted, and harmonious development of the territory both in the Town and in the Village and for the provisions of necessary services in both the Village and the Town; and

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

WHEREAS, the Village and Town have held a joint public hearing regarding the Cooperative Plan pursuant to the provisions of Sec. 66.0307 of the Wisconsin Statutes on July 6, 2016, and have considered the comments which were received both at the public hearing and subsequent thereto in preparation of the Cooperative Plan as more fully described therein; and

WHEREAS, the Village and Town intend to immediately implement and make effective the Cooperative Plan upon approval of the State Department of Administration as required by Statute;

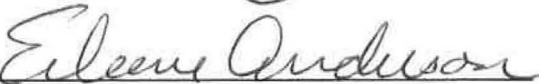
NOW, THEREFORE, the Village Board of the Village of Silver Lake, Kenosha County, Wisconsin, does hereby resolve as follows:

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

Introduced and adopted by the Village Board of the Village of Silver Lake,
Kenosha County, Wisconsin, this 27 day of July, 2016.

VILLAGE OF SILVER LAKE
Kenosha County, Wisconsin

By: 
Bruce Nopenz, Village President

Attest: 
Village Clerk/Treasurer (Deputy)

Town of Salem / Village of Silver Lake Cooperative Plan

Attachment 6

Comments from Regional Planning and County Planning

SOUTHEASTERN WISCONSIN REGIONAL PLANNING COMMISSION

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

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

Serving the Counties of:

KENOSHA
MILWAUKEE
OZAUKEE
RACINE
WALWORTH
WASHINGTON
WAUKESHA



July 25, 2016

Mr. Patrick Casey, Administrator
Town of Salem
9814 Antioch Road
Salem, WI 53168

RE: Village of Silver Lake/Town of Salem Cooperative Plan
SEWRPC No. CA-108-244

Dear Mr. Casey:

This is to acknowledge receipt of your July 13, 2016, e-mail concerning the above-captioned matter. The Southeastern Wisconsin Regional Planning Commission has reviewed the cooperative plan prepared by the Village of Silver Lake and the Town of Salem dated July 1, 2016, and has made the following findings relative to the plan as required under Section 66.0307 of the *Wisconsin Statutes*:

1. Implementation activities relative to the cooperative plan, which will result in the merger of the Village of Silver Lake and the Town of Salem to create the Village of Salem, should serve to improve and enhance the delivery of essential municipal services to the new Village of Salem.
2. The Commission has long recommended that cooperative agreements be negotiated to provide a sound basis for all parties concerned in terms of planning for future development and infrastructure provision.
3. Upon its approval and implementation by all parties concerned, the plan should serve to facilitate the implementation of the advisory Regional plan for the Southeastern Wisconsin Region adopted by the Commission under Section 66.0309(10) of the *Wisconsin Statutes*.

In addition, we recommend that the new Village of Salem adopt shoreland zoning requirements consistent with Kenosha County shoreland zoning regulations.

We trust that the foregoing findings are responsive to your request and will be helpful to the Village of Silver Lake and the Town of Salem.

Sincerely,

A handwritten signature in black ink, appearing to read "Kenneth R. Yunker".

Kenneth R. Yunker, P.E.
Executive Director

KRY/MGH/DAS/kmd
#233009 - SILVER LAKE/SALEM COOPERATIVE PLAN REVIEW

cc: Vickie Galich, Clerk-Treasurer, Village of Silver Lake

From: Andy Buehler
To: Casey, Patrick; County Executive; kyunker@sewrpc.org; mhahn@sewrpc.org
Cc: Tesar, Diann; Campion, Dan; Richard Scholze; Bruce Nopenz
Subject: RE: Town of Salem and the Village of Silver Lake Cooperative Plan
Date: Tuesday, July 26, 2016 3:09:55 PM

Pat,

Thanks for providing us the opportunity to comment on the Town of Salem/Village of Silver Lake Cooperative Plan.

We reviewed it in relation to zoning and planning and have no comments, additions or subtractions.

We look forward to being of service to the new combined community.

Please let me know if you have anything else that we can do to assist in this process.

Thanks, Andy.

Andy M. Buehler *Director of Planning & Development* Kenosha County Department of Public Works and Development Services 19600 75th Street 185-3, Bristol, WI 53104 Ph: (262)-857-1892
<http://www.kenoshacounty.org/index.aspx?nid=656>

From: Casey, Patrick [mailto:PCasey@townofsalem.net]
Sent: Wednesday, July 13, 2016 3:41 PM
To: County Executive <County.Executive@kenoshacounty.org>; Andy Buehler <Andy.Buehler@kenoshacounty.org>; kyunker@sewrpc.org; mhahn@sewrpc.org
Cc: Tesar, Diann <DTesar@townofsalem.net>; Campion, Dan <DCampion@townofsalem.net>; Richard Scholze <rscholze@btownlaw.com>; Bruce Nopenz <brucenopenz@yahoo.com>
Subject: Town of Salem and the Village of Silver Lake Cooperative Plan

Greetings,

As many of you are aware the Town of Salem and the Village of Silver Lake are working towards a cooperative agreement that will end up merging the two communities into one. This merger will result in a new village with a population of 15,000. In addition, it will incorporate all of the land that currently resides within the Town of Salem. Both municipalities believe that this will bring long term stability and efficiency. The combined entity has the potential to grow and become a leader in Western Kenosha County. As mentioned in the statute and requested by the Department of Administration the cooperative parties are to seek comment regarding the plan from regional and local planning agencies, and the county.

I have attached a draft of the proposed cooperative plan as it stands to date. I ask that you review the plan and provide the Town of Salem and the Village of Silver Lake with comments. I believe the comments need not be on the technical portions of the agreement but if your agency agrees or disagrees with the general concept.

I would greatly appreciate if those comments can be returned to my attention prior to July 27, 2016.

If you have any questions or need additional information please contact me at your earliest convenience.

Thank you for your assistance in this matter.

Patrick Casey
Administrator
Town of Salem.

E-mail message from the Town of Salem. If you are not the intended recipient of this e-mail, please delete and disregard. Use of this e-mail is authorized by the Town of Salem Computer usage policy. Any misuse or abuse will not be tolerated. Please report any e-mail abuse to the Town of Salem IT Dept. support@townofsalem.net

Town of Salem / Village of Silver Lake Cooperative Plan

Attachment 7

Public Information Meetings – Sign In Sheets

June 16, 2016

June 21, 2016

TOWN OF SALEM
Village of Silver Lake/Town of Salem Cooperative Plan
Public Information Meeting
June 16, 2016

PLEASE PRINT

NAME	ADDRESS	EMAIL (OPTIONAL)
MAIRILYN + DON HANNAN	28701 SILVER LK. RD.	FREETHEMERMAIDS@HOTMAIL.COM
Dan + Janet Fluck	9000 226th Ct #20B Salem, WI	dfluck3743@aol.com
THOMAS HIRSCHMILLER	9417 CAMP LAKE RD SALEM WI	
CAROL MUSNICK	9000 226th Ct 19B Salem	
Michael Mules & Jennifer Dzienwidr	23605 112th St. Trevor, WI	
MAURARD BAZZIZIKI	10527 268th Ave	
Chris Skrzynecko	25124 83rd Salem	
MARLENE EDGSTRÖM	SILVER LK	
Allan Sommer	21850 107th St Bristol	
Brad Zautcke	9409 70th St Kenosha	
CARL BARSANTI	8519 234th AVE SALEM, WI	
Mary Sheen	22725 98th St. Salem	
Dennis Sheen	" " "	
John Matzke	30512 GOMCVA RD	MetalFab@tds.net
led Kmiec	8132 238th Ave	TKmiec@elan.com
ERIC PELL	7722 252nd AVE SALEM	
CAROLYN + JOHN POOLE	6245 237th Ave SALEM	
David Shortess	8482 235th Ave Salem	
Steve Brown	Salem	
Tom Seep	11109 270th SALEM	
CAROL DUNN	24514 87th St Salem	
Diane Kellor	24951 87th St #1	dkellor@wi.rr.com
Bruce Francart	110 Katie Drive Silverlake	
MARI SIFORD	24206 89	

TOWN OF SALEM
Village of Silver Lake/Town of Salem Cooperative Plan
Public Information Meeting
June 16, 2016

PLEASE PRINT

NAME

ADDRESS

EMAIL (OPTIONAL)

Dorothy Wold	28711 Silverlake Rd. Salem	doteruth@aol.com
Lynn Pelcoe	216 S. Cogswell Dr. S.L.K.	
JOHN-SONJA BIGLEY	8405 273RD	JBSB87@YAHOO.COM
Jerry Lasie	8539 235 Ave	
Camey & Chuck Leonard	1133 270th Ave	
Len & Ray Scanlon	4110 89th St.	
Christine Suen	23216 82nd St Salem, WI	
Roger Butler	114 E. Elm S.L.	
B. Campion	11305 223rd Ave Salem/Trevor	
Brad Suen	P.O. 22230-75th St. Salem, WI 53108	
Terr Denny	25814-89th Pl. Salem	53168
Dawn Filatowski	26701 75th St	
LISA Wilson-Ross	1165 221st Ave BRISTOL, WI	LWILSON74@WI.ER.COM
Jan Cwikat		
Andrew Nielson	26711 75th St Salem	

Sign-up Sheet for JUNE 21 2016

www.studenthandouts.com

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Name	Address
CAROL HUSNICK	9000 226th Ct 19B Salem
Joe Wade	24226 84th St Salem
CAROL STANCATO	8616-226 Ave Salem
Michael Stancato	8616-226 Ave Salem
Cheryl Hoke	12513 Rock Lake Rd.
David Hoke	" " " "
Lynnda Rice	26403 98th St Salem,
Anne Borchert	12718 229th Ave Bristol
Chelene Langel	8545 234 Ave Salem
Mike Langel	" " " "
Theron R. Milligan	10412 286th AVE TREVOR WI.
SUSAN MILLIGAN	10412-286th AVE TREVOR WI 53129
Karen DeVilbiss	28003 Silver Lake Rd Salem
Gloria Dircks	24615-87 Salem
Lon DIRCKS	24615-87th SALEM
Judy GRIESI	25615 91st SALEM
Bachelle Kolisz	25111-85th Street, Salem
CHUCK+LINDA MILLER	12720 229th Ave BRISTOL
Brian+Carol Blaszycki	26900 95th Place Trevor
STEPHANIE GRIMOLDBY	23724 81st PL SALEM
Tony Kaczmarek	23130 88th Pl Salem
JOHN MCKENTIGART	8247 249th Ave SALEM
Bradley J. Smith, D.C.	22230-75th St. SALEM
LISA SWICKS J ROSS	11608 221st Ave BRISTOL WI
David Shortess	8482 235th Ave Salem WI

Sign-up Sheet for JUNE 21, 2016

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Town of Salem / Village of Silver Lake Cooperative Plan

Attachment 8

Public Hearing July 6, 2016

- **Notice of Public Hearing**
- **Publication of Public Hearing**
- **Public Hearing Sign In Sheet**
- **Transcript of Pubic Hearing of July 6, 2016**
- **Response to Public Hearing**

NOTICE OF JOINT PUBLIC HEARING
Town of Salem & Village of Silver Lake
Joint Cooperative Plan
July 6, 2016, 7:00 p.m.

NOTICE IS HEREBY GIVEN that a Joint Public Hearing will be held by the Town of Salem and the Village of Silver Lake on Wednesday, July 6, 2016 at the Salem Town Hall, 9814 Antioch Rd., Salem, WI 53168.

NOTICE IS FURTHER GIVEN that the purpose of this Joint Public Hearing is to receive Public comment on the proposed Village of Silver Lake/Town of Salem Cooperative Plan Under Section 66.0307, Wisconsin Statutes.

The public may review a copy of the Village of Silver Lake/Town of Salem Joint Cooperative Plan Under Section 66.0307, Wisconsin Statutes at the Salem Town Hall, Monday thru Friday 8:00 a.m. – 4:00 p.m. and prior to the meeting. The Plan is also posted on the Town of Salem's website, www.townofsalem.net.

Written comments may be sent to the Salem Town Clerk, P.O. Box 443, Salem, WI 53168 and will be accepted up to the close of the Joint Public Hearing on July 6, 2016.

Cynthia Dulaney, Clerk

Town of Salem

Published June 19th, June 26th & July 3, 2016

PROOF OF PUBLICATION

COPY OF NOTICE

NOTICE OF JOINT PUBLIC HEARING
 Town of Salem & Village of Silver Lake
 Joint Cooperative Plan
 July 6, 2016, 7:00 p.m.

NOTICE IS HEREBY GIVEN that a Joint Public Hearing will be held by the Town of Salem and the Village of Silver Lake on Wednesday, July 6, 2016 at 7:00 pm at the Salem Town Hall, 9814 Antioch Rd., Salem, WI 53168.

The purpose of this Joint Public Hearing is to receive public comment on the proposed Village of Silver Lake/Town of Salem Cooperative Plan Under Section 66.0307, Wisconsin Statutes. The proposed agreement is intended to guide and accomplish a coordinated, adjusted and harmonious development of the territory covered by the plan consistent with the comprehensive plan of each participating municipality and to accomplish specified boundary line changes during the planning period.

Interested persons may review a copy of the proposed Cooperative Plan at the Salem Town Hall, Monday thru Friday between 8:00 a.m. - 4:00 p.m. and prior to the hearing. The proposed Plan is also posted on the Town of Salem's website www.townof-salem.net. Any person may comment on the plan during the hearing and/or may submit written comments before, at or within 20 days following the hearing. Written comments may be sent to the Salem Town Clerk, P.O. Box 443, Salem, WI 53168.

Cynthia Dulaney, Clerk
 Town of Salem
 Published: June 17, 24, July 1, 2016
 WNAXLP

STATE OF WISCONSIN

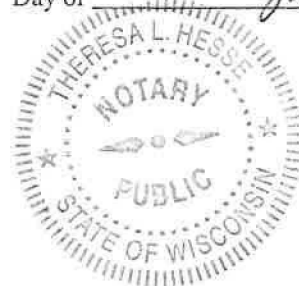
ss.

COUNTY OF KENOSHA

Felicia Anne being duly sworn, on oath says, that he/she is one of the printers of THE KENOSHA NEWS, a daily newspaper printed and published in the City of Kenosha, County and State aforesaid, and that a notice, of which the annexed printed slip is a true copy, has been published in the said KENOSHA NEWS for the term of

3 weeks, once each week successively, commencing the 17th day of June, A.D. 20 16, and ending July 15th, A.D. 20 16.

Subscribed and Sworn To before me this 15th
 Day of July, A.D. 2016.



Theresa L Hesse

Notary Public

My commission expires 04/19/17

PROOF OF PUBLICATION

COPY OF NOTICE

NOTICE OF JOINT PUBLIC HEARING
 Village of Silver Lake & Town of Salem
 Joint Cooperative Plan
 July 6, 2016, 7:00 p.m.

NOTICE IS HEREBY GIVEN that a Joint Public Hearing will be held by the Village of Silver Lake and the Town of Salem on Wednesday, July 6, 2016 at 7:00 pm at the Salem Town Hall, 9814 Antioch Rd., Salem, WI 53168.

The purpose of this Joint Public Hearing is to receive public comment on the proposed Village of Silver Lake/Town of Salem Cooperative Plan Under Section 66.0307, Wisconsin Statutes. The proposed agreement is intended to guide and accomplish a coordinated, adjusted and harmonious development of the territory covered by the plan consistent with the comprehensive plan of each participating municipality and to accomplish specified boundary line changes during the planning period.

Interested persons may review a copy of the proposed Cooperative Plan at the Silver Lake Village Hall, Monday thru Friday between 9:00 a.m. - 2:00 p.m. and prior to the hearing. The proposed Plan is also posted on the Town of Salem's website www.townofsalem.net. Any person may comment on the plan during the hearing and/or may submit written comments before, at or within 20 days following the hearing. Written comments may be sent to the Village of Silver Lake Clerk/Treasurer, 113 South First St, Silver Lake, WI 53170. Vickie A Galich, Clerk/Treasurer
 Village of Silver Lake
 Published: June 17, 24, July 1, 2016
 WNAXLP

STATE OF WISCONSIN

SS.

COUNTY OF KENOSHA

[Signature] being duly sworn, on oath says, that he/she is one of the printers of THE KENOSHA NEWS, a daily newspaper printed and published in the City of Kenosha, County and State aforesaid, and that a notice, of which the annexed printed slip is a true copy, has been published in the said KENOSHA NEWS for the term of

3 weeks, once each week successively, commencing the 17th day of June, A.D. 20 16, and ending July 1st A.D. 20 16.

Subscribed and Sworn To before me this 1st

Day of July, A.D. 2016.



[Signature]

Notary Public

My commission expires 04/19/19

PRINT

Meeting Attendees 07/06/2016		
	Name (please print CLEARLY)	Complete Address
1	DIANE POPAR	842 ELIZABETH LANE SILVER LAKE WI 53170
2	Connie Klugiewicz	25850 180 th St Salem, WI 53168
3	NORM KAISER	25032 85 th ST SALEM, WI 53168
4	PAUL SNELLEN	500 N CORNWELL DR SILVER LAKE 53170
5	Erin Behm	8140 236 th Ave Salem, WI 53168
6	Mike Slover	23310 82 nd Pl Salem WI 53168
7	MARILYN HANNAN	28701 SILVER LK RD, SALEM, WI 53168
8	DON HANNAN	11
9	Gay & Len Seaneen	24110 88 th St. Salem
10	CHRIS WILKINSON + MARGIE POLK	422 N. SCHOOL ST. SILVER LAKE
11	RON GAVAT	30729 112 th ST WILMOT 53192
12	Roger Peter Patti	114 E. Elm St J. L.
13	Mary Soem	1178 Waterview Circle
14	DAVID GYER	30619 112 st Wilmot 53192
15	Jim & Carol Patchak	104 Katie Dr. Silver LK 53170
16	Peter DeBree	8220 238 th Ave Salem 53168
17	Donna Doucette	8911 269 th Ave Salem

PLEASE

PRINT

Meeting Attendees 07/06/2016		
	Name (please print CLEARLY)	Complete Address
1	CARL SIEGEL	24206 - 89TH ST
2	ARLENE SIEGEL	24206 - 89TH ST.
3	THE Carrie Mueller	11827 24 th Ave Trevor, WI
4	Don O'Rourke	26726 104th PL
5	Dorothy Wold	28711 Silver Lake Rd. Salem
6	ELAINE TESAR	9016 CAMPLAKE RD. SALEM WI
7	CHRIS DREYER	501 EVERGREEN Ave SL.
8	Patty Gandy	30729 112th St + Wilmot
9	Don Pergande	1104 Berwick Silver Lake WI
10	Jacqueline Dawn	24701 84th Street Salem, WI 53168
11	B. Campion	11303 232nd Ave. Trevor, WI 53179
12	Patti Zurla	10344 278 th Ave TREVOR
13	Gabriel Ferrara	" " "
14	Susan Christenson	24602 118th St. Trevor WI 53179
15	Teri Denny	25814 - 89 Pl. Salem 53168
16	Mary Sheen	22725 98th St Salem, 53168
17	Clay Lagers	10013 304 ave

Meeting Attendees 07/06/2016		
	Name (please print CLEARLY)	Complete Address
1	Steven Redlin	8321 Antioch RD Salem WI
2	Sue Bernstein	non Resident
3	Arlese Langel	8545 234 ave Salem
4	Mike Langel	8545 234 th Ave Salem
5	Bruce Francart	110 Katic Drive Silver Lake, WI
6	Thomas Christenson	24602 118th St. Trevor
7	Kathy J Wood	102 E Chestnut Silver Lk
8	Frances Diann Thomas	9247-259th AVE, Salem, WI
9	Ted Kmiec	8132 238th Ave Salem, WI
10	Karen Ihlen	12052 255 th Ave Trevor, WI.
11	KATHY ZIEGER	26230 96 th Place TREVOR
12	J. Byron	7952 Shrewsbury, Salem
13	Mike	7762 1220 St Trevor
14	Mike Sarnato	8616 226 Ave Salem
15	Debbie Hillak	6120 248 th Ave Paddock Lake
16	John Ruppel	9610 271 Ave Camp Lake
17	Cole Krause	25801 121 st St Trevor, WI

PRINT

Meeting Attendees 07/06/2016		
	Name (please print CLEARLY)	Complete Address
1	Mary Clarke	
2	Elizabeth Guerin	
3	Geckler-Dziki	
4	PAUL DZIKI	29920 102nd St. Thero7.
5	David Shortass	8482 235th Ave - Salem
6	Judy Hentze	8628 225th Ave Salem
7	Robert Raymond	655 Fifth St Silver Lake WI
8	EILEENE Anderson	
9	FRANK INFOYNO	22510 88th St, SALEM, WI
10	Chas Skrzynoch	25124 83rd St Salem
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PRINT

Meeting Attendees 07/06/2016		
	Name (please print CLEARLY)	Complete Address
1	Mike Murdoch	16215 257th Trevor S3179
2	AMEE JANUS	27806 102ND ST TREVOR
3	Daniel Withers	930 E. Oak St. Silver Lake, WI 53170
4	Judy Bold	10029 278th Ave Camp Lake
5	Rick Bold	" " " "
6	CHRISTINE KRAUSE	1075 N. PRAIRIE DR SILVER LAKE
7	DICK + KIM STOCKWELL	14 PARK PL MADISON WI 53705
8	Javis Culat	27620 127th St Trevor WI
9	BRADLEY OLUF	8909 257th Ave Salem
10	DAVID OLUF	8909 257th Ave Salem
11	Michelle Erickson	106 Katie Dr Silver Lake
12	Tom + Diane Cooper	28101 100th St. Trevor
13		
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17		

	Meeting Attendees 07/06/2016-SPEAKERS	
	Name (please print CLEARLY)	Complete Address
1	JAMES WOODKE	22416 85 th ST, Salem
2	GREGORY GALICH.	928 East Oak Silver Lake
3	MIKE KUSTUMP ↓ skipped	8734 - 245 TH AV. SALEM
4	MARILYN HANNAN	28701 SILVER LAKE RD, SALEM, WI
5	JEFF ALBRECHT	112 W MAPLE - SILVER LAKE.
6	Chris Willkomm	422 School ST Silver Lake
7	JOHN ROBERTS	8214 - 216 AVE SALEM
8	Dorothy Wold (Wold)	28711 Silver Lake Rd. Salem
9	Judy Flenters	8628 225 th Ave Salem
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Meeting Attendees 07/06/2016-SPEAKERS		Complete Address
	Name (please print CLEARLY)	
10	Gunn Dekoe	216 S. Cogswell S LK
11	Linda Stappenbach	9610 271 Avenue, Carp Lake
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Silver Lake / Salem Joint Public Hearing
July 6, 2016
Salem Town Hall

Diann Tesar I would like to welcome all of you for tonight's public hearing. My name is Diann Tesar, for those of you who do not know me, I am the Town of Salem Chairman. I'd like to introduce everyone first and then I'm going to give you some information, some of you may have it in front of you, it was just a little bit from our, or mostly actually, from our parks committee and just some information that it could answer some questions so that we could keep everything moving. So the Town Board supervisors are Dennis Faber, Ted Kmiec, Mike Culat and Dan Campion, who is your chairman. For the Village of Silver Lake, we have Bruce Nopenz, Eric Ericksen, Bob Raymond, also the village trustee, Pat Dunn, trustee, Laura Francart, trustee, and Dan Withers, trustee. Doug Randolph is also on the board and he could not make it this evening as he had a prior commitment. We have our clerk in the corner and usually she is up here with us but we didn't have room because we have both boards up here, Cindi Dulaney and we have the village clerk treasurer, Vickie Galich at the side bar, next to Vickie is our Town of Salem administrator, Pat Casey, next to him is our attorney, Richard Scholze, Mike Murdock our highway foreman, our superintendent, Chief Slover, everyone should know our fire chief, and our treasurer, Chris Lamb.

So, welcome everyone. If you haven't signed in, everyone please do so. We need your names and addresses for the records. Sometimes when we state it it goes a little quick and therefore its nice to have it on paper. Also if you would like to speak, you need to be on the sign up sheet. So far we have only 9 people, so if you would like to speak, please go out and sign up and get a number.

OK, So I'm just going to give a few words about a public hearing, so people who are testifying, give your name and address and step up to the podium tonight so that everyone can hear you. Speakers will be called up tonight according to the order of the sign up sheet. You will have a maximum of 3 minutes to speak on comments relevant to this merger and please avoid repetitious or irrelevant comments. We are now up to 11. I know that some people want to say it and they might feel the need to say it in your own image or style, so be it, but if you can avoid repetition that would be great. The timing is going to be on here, I haven't seen it yet but they have it all set up nice for them. Please do not make or attempt to make any personal attacks, we would appreciate it, and it will not be allowed. So if there is a group of people with the same ideas or an organization represented or what have you, and if you would please, instead of having the entire group come up, if you would just have one of the members speak on behalf of the group.

With that, I'm going to just give you a little brief info on the proposed merger. As I said, most of this comes from our wonderful committee, four of the members are here tonight. Carrie, James, Robert and Mike. They did a great job volunteering also. This study group found the following as advantages for being incorporated. Every "hamlet" would still remain the same. This is one of the bigger questions that we have been receiving as Town Board Members. And Silver Lake has been calling us too, or emailing us, and Silver Lake wants to know, oh, are we going to be Salem, are we going to be.... Silver Lake is still going to remain Silver Lake. I say I live in Salem, I live in the Town of Salem, as we speak and I live in Salem. Some people live in Camp Lake, they still live in Camp Lake, Trevor, you're still in Trevor, Wilmot, still in Wilmot, and so on and so on. So those

2016. 2018 will be the first year with a combined budget and levy.

So, where do we go from here. The next step, both boards vote on the cooperative boundary agreement which takes place in Salem for Salem, on July 27th. And the cooperative agreement is submitted to the State on September 6th. The State's approval is due by December 5th. Salem and Silver Lake become one municipality on February 14, 2017. The spring primary if needed - which I anticipate - is February 21st, both board elections next year will be April 4th and the first combined board of Silver Lake and Salem would be April 17th of next year. With that, I'm going to let President Nopenz say a little spiel and then we are going to open it up.

Bruce Nopenz Good evening everybody. This is really directed at the folks here that are from Silver Lake but I think people from Salem and the surrounding communities will also be interested in what I have to say. Right now the Village, we do not have a Village administrator. It makes it very difficult for this board to take care of things that pop up on a daily basis. With this change coming up, we will an administrator who will oversee the day to day operations of the Village, will be involved with various activities involving projects, both with the local and state agencies, on keeping things clean for the whole community. The Town of Salem has a very favorable bond rating which has allowed Salem to do a lot of the things they are doing. Silver Lake has no bond rating. Things in Silver Lake have been tough for a long time, this will help us out tremendously.

As Chairman Tesar mentioned the property tax will remain the same for 2017 for Silver Lake, then in 2018 we would have the combined community where we would see our mill rate come down. Police protection is provided by the county now to Silver Lake and that will continue under the agreement between Salem and Silver Lake. Fire and rescue is provided by Salem right now to the Village of Silver Lake. With that agreement there is plans to put a station house to be manned 24/7 in Silver Lake and that is still on course.

Village Hall will continue to operate in Silver Lake. Given the size of the community, the offices that we have in Silver Lake will still function, although smaller, but we anticipate sections of Shorewood, which is also part of Salem will be in closer proximity to the Village of Silver Lake and will possibly be using that office more efficiently.

The post office in Silver Lake will remain operational and any decisions about that will be made by the US Postal Service.

Municipal Court in Silver Lake will continue to operate. Given the size of the communities, we are going to have both courts initially for a while and in the first year we will review whether or not to consolidate that or keep two separate courts function.

One of the things I have come upon time and time again in Silver Lake and never did anything about is street name changes and street lights. When we talked to the county about this we were given an option. The option that we received from the county for street names were follow the rest of the county and be on an avenue system and have those blue signs that help emergency services figure out where you reside. The other option was to do nothing. Keep our street names, forget the blue signs and basically keep us in the 19th century. They gave us another option, which I am going to

It took six professionals one year and a half to study Silver Lake and what was good for it. They came up with 5 options. Four of them which worked, one of them which did not and that one that did not was to do nothing. The village board at that time was given those options and they did nothing. And they were told that if they were going to do nothing, our services would collapse. The study was right on. The services went down the tubes. Again, we had a police department that was overstaffed and under trained. We had fire department that was supposed to cover the village for 24/7, we had a lack of volunteers and trained people to be there. We had an EMS service that was operating at a low level. They did not operate at the paramedic level, they refused to operate at a higher level. We also did not have a village administrator. All of those weighed on Silver Lake. The board at that time dropped the ball. The folks of Silver Lake saw that. Each one of those board members were voted out and they were voted out at a high rate. That tells me that we are doing the right thing. Most of Silver Lake village residents want this. Some don't. I am proud of both of you guys, both boards, I support you, this is the right thing to do. Don't let anything get in your way. Get it done. Thank you.

[applause]

Marilyn Hannan. Marilyn Hannan, 28701 Silver Lake Road, Salem. My question is, are they going to do reassessments of the property values of each house, because I know recently they did this with Silver Lake and some of our neighbors. Are they going to be doing that again to the people of Silver Lake or are they going to incorporate the people of Salem into that, and when would they do that?

Diann Tesar You just got it? Are you in Salem?

Marilyn Hannan I'm in Salem.

Diann Tesar In Salem we do it every two years. We do our assessment every two years.

Marilyn Hannan But they don't go house to house. They went in my neighbors house and assessed the entire house.

Diann Tesar OK but they do not always go physically into everyone's house.

Eric Ericksen We chose to have a physical assessment done for the very point to try to get us on the same plane as Salem is. So as we merge then Silver Lake would also go on the two year cycle and the nonphysical would be done in the office.

Marilyn Hannan OK. I was just curious because I heard them going door to door and reassessing and going into someone's house.

Diann Tesar They've never gone in your house before?

Marilyn Hannan Well we first built the house 12 years ago and they came in and they said where's your basement, where's your hot tub. We didn't have either one.

Thank you all.

Pat Casey. The separate budgets are required because we are not merged until after the budgets have been adopted and the levies adopted as well. Once February 14th comes along, we will look at both budgets and try to either combine them and then have a resolution that creates a new budget, total budget for the new entity, or we will keep the budgets separate and try to make sure we know how to allocate those costs. So we haven't decided which way its going to be yet. We wanted to keep it separate, again, because we can't combine them until after we're one. The real challenge is going to be the 2018 budget and how we put that together and what the expenses are going to be because we need some time to understand the operations, what's good, what's bad and what we can streamline. So we may combine budgets at some point in the future, or we will keep them separate and allocated. And then you can do that by percentages or on the basis of different job tasks.

Diann Tesar Ok. Chris Willkomm

Chris Willkomm. Hi and nice to see all of youse . . . except for you in the blue shirt.

[laughter]

Chris Willkomm Chris Willkomm, 422 School Street, Silver Lake. I have some questions for the Town of Salem. Are you in possession of the Silver Lake Squad cars right now, we have three of them. OK. Was there an appraisal done on those vehicles?

Diann Tesar Yes

Chris Willkomm My next question, if this comes together like we are all hoping it will, down the road will Salem's debt that they have now be part of Silver Lake's debt?

Diann Tesar Yes.

Chris Willkomm So Silver Lake will be paying off Salem's debt.

Diann Tesar Yes

Chris Willkomm OK Thanks. And one more question please. If this venture passes, down the road will the Silver Lake Village Board be dissolved?

Diann Tesar Well three members that will carry over next year are going to stay on for an additional year. Four members will be up for re-election. And everybody in the Village of Silver Lake can run, but there will be four open positions. All of us are going to lose our job on February 14th. It will just be the Silver Lake board for the few months. And then 3 members of Silver Lake Board, can you identify yourselves, they will all be on for an additional year until their term is up. So, guaranteed you have three more for another year, and then they will be up just like we are. So everybody is . . . it's up for grabs in April.

Dennis Faber. Our agreement says Village of Salem.

Judy Flentge The agreement. Okay. And when will we decide that?

Diann Tesar We've been meeting with just a few members and we are going to have to meet with the entire board to settle that. It's been a real negotiation here.

[laughter]

Judy Flentge Bullen Bridge. Is that an option?

Diann Tesar. That's their option....

Judy Flentge. But our option remains Salem? That's what we're angling toward?

Diann Tesar We are.

Judy Flentge Okay. Alright. I have a question regarding the infrastructure. Maybe Pat knows of any humongo problems in Silver Lake that we will absorb?

Pat Casey No. Early on in this process, we toured most of Silver Lake's infrastructure, mostly, we were really concerned about the sewer plant and collection system attached or lift stations. The sewer plant was done in the early 2000's - 2006-2007, so that is in great shape, the collection system is in great shape, the lift stations are great so we're really confident with that. The roads are like any other roads in Salem. They have good roads, and they have bad roads. Every two years the State requires municipalities to grade their roads on a scale from 1 to 10, one being the worst and 10 being the best. They have some 2's, we have some 2's. They have some 5's, we have some 5's. They have some 9's, we have some 9's. We don't see any major fault on the roadways. Other than that, the fire station they have is of more recent vintage. The Village Hall is fine and that's really about all they have. The only thing that we may change operations to make those more consolidated in a new building. No, we don't have those concerns.

Judy Flentge And for village, do you have your total assessed value now that you've been reassessed?

Bruce Nopenz Not yet.

Judy Flentge And when will that be done?

Bruce Nopenz In the next couple weeks we should have that. We've done the open book.

Vickie Galich The Board of review is July 28

Judy Flentge Ok, so then that's how we are going to decide whether we increase our \$30 per one hundred with our combined?

now that it is clear as a bell, its wonderful, it is sprayed two times, not sprayed, but treatment, two times in the last three years, and we had one more year left in the grant, which probably would roll over because its in good shape now. The problem is the money. We, at the protection agency, have done many fundraisers, people along the lake have donated thousands of dollars because in order to secure a grant, you had to have 25% of what it cost to do the treatment, which was huge money, over \$20,000 and people donated a lot of money. Well we got enough for the first year, and we'll do a fundraiser or whatever. I had asked the Silver Lake board previously if there was any money at all when we had those brown islands from the village to help out. And they were in such dire straits themselves at that point that there was no way they could give us anything. So Mr. Casey tells me that the responsibility of the lake will continue to be on the shoulders of the Silver Lake Protection Association. We are going to be the largest lake in the village at that point. I don't see how the association can continue unless we form a lake district. And we are in the process of discussing that and trying to move forward with that, but I think we just need some assurance or some help or something, from the new board to know that we cannot let that lake go to pot, so to speak. It has to be protected. I guess that is about it. Thank you. Dennis, you were there at our first meeting where we talked about this.

Dennis Faber I represented the Town of Salem and I talked to a Mr. Eifert just the other day again, and he has been very active now in working on forming the district with just the riparian owners. I think that July 14th was their annual meeting here. And you'll find out a lot more about it at that time, but the district then is a legal entity that taxes people that are in district and they all contribute. They're talking like there would be \$30,000 every other year and it is like \$16 million dollars worth of assessed value just on the riparian owners. So they would all contribute and that amount would be based on assessed value.

Lynn Pekul But if we don't get the 51% that we need in signatures then that is not going to happen.

Dennis Faber Well than you can always expand it to the watershed area. My suggestion to him was to try the watershed first of all, because I felt that was fairer and there would be more people included so the price would be less. And the way that our other districts are set up is based on watershed. Water lands on your lake property and the pollutants, which make their way to the lake, then you should contribute to rehabilitate that body of water. You can do that with the riparian owners, you can do that with a Village that totally encompasses a body of water as Twin Lakes has done with both their lakes and Paddock Lake has done on their lake, but we have never discussed that. The districts we have, the Hooker Lake District, the Camp Center Lake District and Voltz Lake. We will have ten lakes in the new village. Silver Lake is three acres larger than Camp Lake, but they are totally different environments. One has an average depth of 12 feet and the other one's got average depth of 5 feet. The vegetation is different. Thanks for your concern.

Lynn Pekul OK. Thank you. Thank you.

Diann Tesar Alright. Number 11 Linda Stoppenbach.

Linda Stoppenbach. Hello. My concern is that this has come to a vote. People are going to do this. It will come to a vote of our representatives, but you would think that with an issue of this

- that their board, Silver Lake's board, is receptive to this. It's a win-win, as many people have said. It's inevitable and we would have done this anyway but with more cost. Thank you.

Dan Campion Thank you. I want to thank everyone for coming to this meeting and the previous meetings that we have had. We have done our best to try to inform the public on what is going on in the Town and in the Village. We have posted it on our website, we have had a number of postings in multiple newspapers, email systems, electronic mail systems, we sent out postcards to residents and posted in classified and legal section of the newspapers. There is a lot of word of mouth going on, so, I don't know what else we could do to try and get more people involved, but I have to appreciate the people that did get involved. And I want to thank again the committee from the Town of Salem that we commissioned. They did a fabulous job. Fabulous job.

[applause]

Dan Campion One of my positions with the Town of Salem is liaison with the county board and I have a number of County Supervisors speak to me and say they recommended to their Towns, their Villages, to go to our website and view some of the information that had been dug into, developed and researched thoroughly by our committee. So I'm really really proud of that. And one more item I have to say is that, this may sound really odd, and please forgive me, hear me out to the end. Someone sent me an email and I expect that someone actually got involved and made a comment, and I'm just going to paraphrase, they say 'why do you want to get into bed with the Village board of Silver Lake? They're a bunch of idiots.' Now, I responded to that email by saying that I don't believe she is correct, excuse me for mentioning that it was a female, but don't think they are correct. Maybe a couple of years ago that was the right way of answering it, but today, the board that's in Silver Lake wants to do something for their village and they see that there is a light at the end of the tunnel, and that's the train coming towards them. And they see there is a benefit for them to come to us, and we come to them, and work together on an agreement so both municipalities can become one, share services, and not have some other Village or other entity come and take things away. So I want to say thank you very much. I trust working with you guys and I think it's a good team. Thank you.

[applause]

Diann Tesar I know I can't add much. I did the whole preview, but I appreciate everyone coming as I said before. And I've been on the board for many years, 24, and we've always had that problem with people saying that we don't notify anyone, we are not getting it out to the people, I don't know what else we can do. I mean people need to seek for information also. We can't get everything to everyone all the time, but we certainly try. We have had 2 postcards - I received them. We've had - West of the I has been great on this, they're here too. I've actually received 4 because I got 2 from Hooker Lake too, but anyway, we don't try to do anything in the back room. Yes, we have been working on this for a long time, with just a few members trying to see if this was even feasible, but once we discovered it from our committee that it was feasible, we went forward pretty quickly. It is good for both communities. They're amicable. They are willing to do this. They are the ones actually approached us. I mean, why wouldn't we want to do it now instead of later and that threat will be gone. This is a good opportunity and I think that we should take the moment and go with it.

mentioned, through the middle of the century. And without Salem, Silver Lake would not have had many of the opportunities they even had to incorporate and become a village, and so it really gave birth to Silver Lake. To be a part of the local demographic, the local economy, at this time in its history, to be a part of this moment is such an honor. We were able to give the gift back to the place that almost was parent-like, to give the gift back and honor them, the ones that helped us to be who we are is amazing. Thank you for the opportunity to all those that voted. Thank you for belief in that things can change and things can be better. This is only going to be a springboard for continued growth as we climb and as we and grow, it's going to be an amazing thing. Thank you.

[applause]

Diann Tesar Okay. With that we are going to close the public hearing. I appreciate all of you attending and thank you and have a good night.

Transcription.wpd

Response to Public Hearing Comments

In response to the hearings made at and following the public hearing on the proposed cooperative plan, the Village and Town made the following change to the proposed agreement:

The parties added language in section 18 of the agreement to address concerns about the formation of a Public Inland Lake Protection and Rehabilitation District for Silver Lake.