

**COOPERATIVE AGREEMENT BETWEEN THE (CITY/VILLAGE/TOWN OF _____),
OZAUKEE COUNTY,
AND THE SOUTHEASTERN WISCONSIN REGIONAL PLANNING COMMISSION
FOR THE PREPARATION OF COUNTY AND LOCAL COMPREHENSIVE PLANS**

WHEREAS, this Cooperative Agreement, hereinafter referred to as the “Agreement,” effective upon execution by all parties, is entered into by and between the (City/Village/Town) of _____; Ozaukee County, hereinafter called the “County”; and the Southeastern Wisconsin Regional Planning Commission, hereinafter called “SEWRPC”; and

WHEREAS, all parties desire to cooperatively fulfill the comprehensive planning requirements as established in the State of Wisconsin comprehensive planning (“Smart Growth”) law detailed in Section 66.1001 of the Wisconsin Statutes; and

WHEREAS, the (City/Village/Town) of _____ (comprehensive/master/land use) plan needs to be updated to include new demographic, land use, and other inventory data; to include population, household, and employment forecasts to the year 2030; to include all nine of the planning elements set forth in Section 66.1001 (2) of the Wisconsin Statutes; and to comply with other requirements of the comprehensive planning law, including public participation in the planning process and adoption of the plan by an ordinance of the governing body; and

WHEREAS, Ozaukee County must adopt a comprehensive plan to comply with the requirements of the comprehensive planning law; and

WHEREAS, a cooperative approach will allow the County, (City/Village/Town) of _____, and SEWRPC to produce a multi-jurisdictional County comprehensive plan, a comprehensive plan for the (City/Village/Town) of _____, and a comprehensive plan for all other participating local governments to meet local, County, and regional needs and provide a vision for the future unique to each local government.

NOW, THEREFORE, in consideration of these premises, the parties agree jointly as follows:

Section I. TERM

This agreement shall become effective upon execution by all parties and continue in effect through the adoption of a Multi-jurisdictional Comprehensive Plan for Ozaukee County and the adoption of a Comprehensive Plan for the (City/Village/Town) of _____.

Section II. ADVISORY COMMITTEES

The preparation of the multi-jurisdictional County comprehensive plan shall be performed under the guidance of the Ozaukee County Comprehensive Planning Citizen Advisory Committee (hereinafter called the “Citizen Advisory Committee”) and the Smart Growth Committee of the County Board (hereinafter called the “Smart Growth Committee”). The Citizen Advisory Committee shall be comprised of 15 citizen members and one representative from each city, village, and town located wholly or partially within Ozaukee County. The Citizen Advisory Committee shall be only advisory to the outlined planning process, may make recommendations to the Smart Growth Committee, and shall have no approval or denial authority of the multi-jurisdictional County comprehensive plan or the local comprehensive plans. The Ozaukee County Planning, Resources, and Land Management Department will serve as staff to these Committees. The City/Village/Town may create its own advisory committees as necessary or desired for its local comprehensive plan.

Section III. SCOPE OF SERVICES

All parties to this agreement will participate in the preparation of a Multi-Jurisdictional County Comprehensive Plan consistent with the scope of study and work program made part of this Agreement and attached as Exhibit A.

Section IV. DELIVERABLES

Following the completion of the activities to prepare the multi-jurisdictional County comprehensive plan, SEWRPC shall publish a draft comprehensive plan report setting forth the findings and recommendations of the planning process for consideration and comment by all participating local governments, the Citizen Advisory Committee, the Smart Growth Committee, and the County Board. Following adoption of a multi-jurisdictional County comprehensive plan by the County Board, SEWRPC will publish final copies of the plan report and distribute the report to all participating local governments and to the parties specified in Section 66.1001 (4) of the Wisconsin Statutes.

Draft and final versions of the comprehensive plan for the (City/Village/Town) of _____ shall be compiled and printed for the (City/Village/Town) by the County, with all costs associated with printing and

distribution of the document to be paid by the (City/Village/Town). **OR** Draft and final versions of the comprehensive plan for the (City/Village/Town) of _____ shall be compiled and printed by the (City/Village/Town) with all costs associated with printing and distribution of the document to be paid by the (City/Village/Town).

Electronic files of all text, tables, maps, and GIS layers and databases included in the multi-jurisdictional plan will be provided to the (City/Village/Town) by SEWRPC at no charge, upon the request of the (City/Village/Town). All mapping information prepared as part of the planning process will be consistent with the Ozaukee County Land Records Modernization Plan.

Section V. RESPONSIBILITIES

The responsibilities of the (City/Village/Town), the County, and SEWRPC are set forth in Section X of Exhibit A. In addition to the responsibilities listed therein, the (City/Village/Town) of _____ also agrees to the following:

1. The (City/Village/Town) has appointed _____ to serve as its representative on the Citizen Advisory Committee. The (City/Village/Town) representative, or his/her designee, shall attend all meetings of the Citizen Advisory Committee. Review of those aspects of the multi-jurisdictional County plan that relate to the (City/Village/Town) of _____ shall be the responsibility of the (City/Village/Town) (*specify responsible party--Plan Commission/Town Board/other*). Input from the City/Village/Town regarding the multi-jurisdictional County plan shall be provided in writing to County staff within the timeframe agreed to by the (City/Village/Town), County, and SEWRPC.
2. The (City/Village/Town) of _____ shall assist and direct the Citizen Advisory Committee in the identification of issues relating to land use development and the protection of natural resources within the County and local government, and shall also assist and direct the Citizen Advisory Committee in the development of planning goals and objectives and a vision statement for Ozaukee County in the year 2030.
3. The (City/Village/Town) of _____ shall assist and direct the Citizen Advisory Committee in the development of a public participation plan for the multi-jurisdictional County plan. Following review and necessary revisions, the County Board will adopt the public participation plan. The (Common Council/Village Board/Town Board) shall adopt a public participation plan for the (City/Village/Town) consistent with the requirements of Section 66.1001 (4) of the Wisconsin Statutes.

4. The information necessary to prepare the multi-jurisdictional County plan and the parties responsible for providing the information to SEWRPC are set forth in Attachment F of Exhibit A. SEWRPC will compile all of the information specified in that Attachment for review and comment by the Citizen Advisory Committee and each participating local government. The (City/Village/Town) will be responsible for developing or compiling supplemental information beyond that specified in Attachment F that the (City/Village/Town) would like to be included in the multi-jurisdictional County plan or in the (City/Village/Town) comprehensive plan.
5. Upon completion of the Multi-Jurisdictional Comprehensive Plan for Ozaukee County and a local comprehensive plan for the (City/Village/Town) of _____, the (Common Council/Village Board/Town Board) will review, revise if necessary, and adopt a comprehensive plan that complies with Section 66.1001 and Section 16.965 of the Wisconsin Statutes and the requirements of this Agreement.
6. Neither this Agreement, the Grant Application, nor the Scope of Study and Work Program shall supersede, nor shall such documents be construed to supersede, the legal authority of the (City/Village/Town) to adopt, revise, reject or draft a comprehensive plan which will best meet the needs of the (City/Village/Town) according to law.

Section VI. RELATIONSHIP OF PLANS

As required by Section 59.69 (3) of the Wisconsin Statutes, the multi-jurisdictional County comprehensive plan will incorporate land use, master, and comprehensive plans and official maps which have been formally adopted by cities and villages in the County, including plans for unincorporated areas outside the city or village boundaries. The County recognizes that cities and villages have complete approval authority of their local comprehensive plan. The County agrees to incorporate town comprehensive plans into the County plan for unincorporated areas not included in a city or village plan, provided a town plan is consistent with County responsibilities to address area-wide issues and comply with State mandates, as set forth in the scope of study and work program. An iterative feedback loop will be used whereby the County's regional data, resources, and existing plans will be provided to all local governments for consideration for incorporation into local plans, and the local plans will be fed back into the County plan for incorporation. Through the use of this process, it is anticipated that most, if not all, issues between the county and local governments, and between cities, villages, and towns, can be resolved. Where conflicts cannot be resolved, they will be documented in the intergovernmental cooperation element of the plan report.

Section VII. CONTACTS

The following individuals shall be the comprehensive plan contacts for each of the parties to this agreement:

(City/Village/Town) of _____:

Name
Title
Address
Phone
Fax
E-Mail

Ozaukee County:

Andrew Struck
Planner/Conservationist
Ozaukee County Planning, Resources, and Land
Management Department
121 West Main Street
P. O. Box 994
Port Washington, WI 53074-0994
(262) 238-8275 (phone)
(262) 238-8278 (fax)
astruck@co.ozaukee.wi.us

SEWRPC:

Nancy Anderson
SEWRPC Chief Planner
W239 N1812 Rockwood Drive
P. O. Box 1607
Waukesha, WI 53187-1607
(262) 547-6722, ext. 212 (phone)
(262) 547-1103 (fax)
nanderson@sewrpc.org

Section VIII. COMPREHENSIVE PLANNING GRANT

The County has received a State of Wisconsin comprehensive planning grant. The County shall pay to SEWRPC an amount equal to, and not to exceed, the grant award (\$408,000) to offset the cost of preparing the Multi-Jurisdictional Comprehensive Plan for Ozaukee County. SEWRPC and the County will provide the required grant match through in-kind services. No direct financial contribution will be required from the (City/Village/Town) of _____ for preparation of the multi-jurisdictional plan.

The multi-jurisdictional County comprehensive plan will comply fully with the requirements of Section 66.1001 and Section 16.965 of the Wisconsin Statutes, and any requirements included in the comprehensive planning grant agreement between Ozaukee County and the Wisconsin Department of Administration. The (City/Village/Town) of _____ hereby agrees that its local comprehensive plan will comply with the

requirements of Section 66.1001 and Section 16.965 of the Wisconsin Statutes and the requirements of this Agreement.

Section IX. COST TO (CITY/VILLAGE/TOWN)

The (City/Village/Town) will not be asked for any direct financial contribution for preparation of the multi-jurisdictional County comprehensive plan. The costs for participating in the multi-jurisdictional planning effort will be limited to in-kind services. The cost of producing supplemental information specific to an individual local government, beyond the inventory and other data described in Exhibit A, will be the responsibility of the local government. Local governments will also be responsible for the cost of printing and distributing local plan documents.

Section X. PENALTY/FAILURE TO ADOPT A COMPREHENSIVE PLAN

Should the (City/Village/Town) of _____ fail to adopt a comprehensive plan as set forth in this agreement, the State of Wisconsin Department of Administration will withhold \$_____ of the comprehensive planning grant award (*the amount that would be withheld by the State for any local government that fails to adopt a plan by the end of the grant period is provided in the last column on the attached table*). The City/Village/Town agrees to reimburse the County the full amount (\$_____) if a local comprehensive plan fully compliant with Section 66.1001 and Section 16.965 of the Wisconsin Statutes and the requirements of this Agreement is not adopted by an ordinance of the (Common Council/Village Board/Town Board) on or before April 1, 2008. As an alternative to adopting a local comprehensive plan, the (City/Village/Town) may adopt the multi-jurisdictional county comprehensive plan as the (City/Village/Town) comprehensive plan by ordinance of the (Common Council/Village Board/Town Board).

If the (City/Village/Town) withdraws from the multi-jurisdictional planning process and pays the full penalty set forth above, the (City/Village/Town) shall be entitled to receive all of the planning data produced as part of the multi-jurisdictional planning effort.

Section XI. SIGNATURES

THIS AGREEMENT contains the entire agreement between the parties and the parties must approve any amendment or revision of this agreement in writing.

Thomas Meaux
County Administrator
Ozaukee County

Date

Philip C. Evenson
Executive Director
Southeastern Wisconsin Regional Planning Commission

Date

(Mayor, President, Chairman, Administrator)
(Community)

Date

**OZAUKEE COUNTY COMPREHENSIVE PLAN
GRANT FUNDING LEVELS**

Governmental Unit	Population	Base Funding	Grant Funding
Ozaukee County	84,516	\$150,000	\$90,000
Town of Belgium	1,537	20,000	12,000
Town of Cedarburg	5,696	40,000	24,000
Town of Fredonia	2,112	30,000	18,000
Town of Grafton	4,048	30,000	18,000
Town of Port Washington	1,648	20,000	12,000
Town of Saukville	1,771	20,000	12,000
Village of Belgium	1,864	20,000	12,000
Village of Fredonia	2,067	30,000	18,000
Village of Grafton	11,098	60,000	36,000
Village of Newburg	1,131	20,000	12,000
Village of Saukville	4,165	30,000	18,000
Village of Thiensville	3,220	30,000	18,000
City of Cedarburg	11,254	60,000	36,000
City of Mequon	23,222	60,000	36,000
City of Port Washington	10,619	60,000	36,000
Total	--	\$680,000	\$408,000

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COUNTY/PTWASH/PCE/NMA
02/23/04