

COOPERATIVE BOUNDARY PLAN  
BETWEEN TOWN OF SUMMIT AND TOWNS OF DELAFIELD,  
OCONOMOWOC AND OTTAWA AND THE VILLAGES OF  
DOUSMAN AND OCONOMOWOC LAKE

April 23, 2009

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- B. Attest as to Resolution Distribution
- C. Notice of Public Hearing
- D. Transcript of Public Hearing
- E. Comments from Waukesha County Parks and Land Use Department and Southeast Wisconsin Regional Planning Commission
- F. Written Comments from Public Regarding Plan: Schwaab Family
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  - 17.03 General Regulations
  - 17.04 Districts
  - 17.04 Table of Contents, rev 01-02
  - 17.05 Table of Contents, rev 01-02
  - 17.05 Conditional Uses
  - 17.06 Accessory Uses, Accessory Buildings and Other Structures
  - 17.07 Nonconforming Uses, Structures, and Lots rev 6-01
  - 17.07 Table of Contents, rev 01-02
  - 17.08 Signs
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- Town of Delafield Subdivision - Chapter 18

**TOWN OF OCONOMOWOC**

- Town of Oconomowoc Land Use Plan
- Town of Oconomowoc Subdivision Code - Ch. 18

**TOWN OF OTTAWA**

- Town of Ottawa Land Use Plan, Ch. 1 - 3
- Town of Ottawa Land Use Plan, Ch. 4 - 6

**TOWN OF SUMMIT**

- Town of Summit Design Guide
- Town of Summit Division & Platting of Lands, Chapter 213
- Town of Summit Master Plan 2010
- Town of Summit Master Plan 2010- Appendix
- Town of Summit Zoning Code, Chapter 235

**VILLAGE OF DOUSMAN**

- Village of Dousman Land Use Plan
- Village of Dousman - Subdivision Code

Village of Dousman Zoning Code with Updates:

- Ordinance #305 repeal & recreate §17.30 stormwater management & erosion control
- Ordinance #296 repeal & recreate §17.84(4) regarding fences
- Ordinance #303 repeal and create Floodplain Districts
- Village of Dousman Zoning Code - through 8-2006 enactments

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- 2000 Cooperative Boundary Agreement - Appendix part 1
- 2000 Cooperative Boundary Agreement - Appendix part 2
- 2000 Cooperative Boundary Agreement - Appendix part 3
- 2000 Cooperative Boundary Agreement - Appendix part 4
- 2000 Cooperative Boundary Agreement between Summit & VOL
- Village of Oconomowoc Lake Smart Growth Plan
- Village of Oconomowoc Lake Subdivision Chapter18 (Word)
- Village of Oconomowoc Lake Zoning Chapter17 (Word)

WAUKESHA COUNTY

- Waukesha County Comprehensive Development Plan - updates
  - Appendix A 2008 - 2012 Park and Open Space Plan
  - Appendix B - Historic Sites
  - Appendix C - Housing Conditions
  - Chapter 1 Introduction print ready
  - Chapter 2 Trends, Issues, Opportunities and Planning Standards
  - Chapter 3 Final Agriculture, Culture, Nature print ready
  - Chapter 4 Community Facilities and Utilities print ready
  - Chapter 5 Housing print ready
  - Chapter 6 Economic Development print ready
  - Chapter 7 Land Use print ready
  - Chapter 8 Transportation final and formatted
  - Chapter 9 Implementation print ready
- Waukesha County Shoreland & Floodland Protection Ordinance
- Waukesha County Shoreland & Floodland Subdivision Control Ordinance
- Waukesha County Stormwater & Erosion Control Ordinance
- Waukesha County Zoning Code

## **1.0 INTRODUCTION**

This cooperative boundary plan (Plan) is prepared by the Town of Summit with its neighbors, the Town of Delafield, Town of Oconomowoc, Town of Ottawa, Village of Dousman, and Village of Oconomowoc Lake, under the authority of §66.0307, Wisconsin Statutes. The Town is entitled to set boundary lines with its neighbors because they are adjacent municipalities and are parties to this Plan. This Plan should not be read as and is not a plan among Summit's neighbors who are participating. It is strictly a Plan between Summit and each of the participants individually.

Pursuant to §66.0307, Stats., this Plan requires public input and comment and approval from additional agencies with final approval by the Department of Administration. This Plan is entered into as part of the Town of Summit's incorporation attempt.

Because this Plan involves the Town of Summit with each of its neighbors, the structure of this Plan is a little different than the format typically seen for agreements between two municipalities. All general information about the Town of Summit is contained in the Section 3. Then beginning with Section 4, each municipal party to this Plan will be addressed separately.

## **2.0 AUTHORIZING RESOLUTIONS & ATTEST BY AFFIDAVIT**

Initial authorizing resolutions must be approved by each participating municipality before Plan preparation may commence. §66.0307 (4)(a), Stats. Authorizing resolutions must be dated and signed by the chief elected official and attested by the municipal clerk. A copy of the initial authorizing resolutions for the Town of Summit, Town of Delafield, Town of Oconomowoc, Town of Ottawa, Village of Dousman, and Village of Oconomowoc Lake can be found at Exhibit A. These were completed by the various bodies during the week of March 2, 2008.

The statute also requires an attest by affidavit that the authorizing resolutions were sent by first class mail to the Department of Administration; Department of Natural Resources; Department of Transportation; the clerks of any municipality, school district, vocational technical and adult education district and any sewer or sanitary district which has any part of its territory within five miles of a participant 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 attest by affidavit can be found at Exhibit B.



## Summit

### 3.0 TOWN OF SUMMIT

#### 3.1 Existing Political Boundaries

The Town of Summit is located on the western boundary of Waukesha County just north of the County mid-point. The Town of Oconomowoc borders immediately to the north, the Town of Delafield to the east and the Town of Ottawa to the south. The Village of Dousman is in the central part of the Ottawa-Summit town line, with part of the Village extending north into Summit and part south into the Town of Ottawa. The Village of Oconomowoc Lake is in the northeastern corner of the Town. A map of the existing political boundaries can be seen at Map 1.

#### 3.2 Existing Land Use

Land use for the Town of Summit can be seen in Map 2. The majority of land use within the Town is residential. The three highest types of land use found within the Town are single-family residential, environmental corridor and water bodies, and agricultural field crops.

#### 3.3 Existing Environmental Conditions

##### A. Topography

The topography of Town is mostly level to gently rolling. While western Waukesha County is famous for its hilly "Kettle Moraine" terrain and parks, the Town has only a touch of such terrain in a few of the Town's eastern Sections, and to a lesser degree southwest of the City of Oconomowoc. The land is very level in the middle reaches of the Town with an elevation of 800-900 feet above mean sea level per the national geodetic vertical datum. With the Town's gravel subsoils, much of the rainwater does not run off but soaks downward. The results of this remarkably flat terrain are some extensive marsh areas. The topography of the area is depicted on Map 3.

##### B. Geology

No areas containing historically significant geologic features are known to exist at this time. The glacial deposits in the area are generally deep, and there are no known areas of shallow bedrock or bedrock out crop in the area. Bedrock can be found at between 20-100 feet in the southeast corner of the Town. In the rest of the Town bedrock can be found anywhere from 100 to 400 feet. The bedrock depths runs in bands in a general northeast to southwest direction. The potential for sand and gravel deposits are great throughout the Town. The Town's main surface form is nearly level glacial outwash plain with the southwest corner described as level organic, and a small part of the inter-lobate kettle moraine extends into the northeast corner of the Town.

##### C. Groundwater

The layer of Maquoketa Shale underlying the eastern portions of the Southeastern Wisconsin region is missing in the Town. This means that the Town is located in the recharge area of the deep

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sandstone aquifer underlying Waukesha County and the Southeastern Wisconsin region. This aquifer is an important source of high quality municipal and industrial water supply within the region. This aquifer is subject to contamination in its recharge area by infiltration of pollutants, and this factor must be an important consideration in any development planning effort.

The majority of the Town is located in an area of generally shallow depths to the groundwater table, between 10 to 30 feet. The groundwater reservoir provided by the glacial till deposits and the underlying Platteville, Decorah, and Galena limestone bedrock formations is the source of supply for the on-site wells used in the area as a source of potable water. These wells are also susceptible to pollution from the infiltration of surface water and from on-site sewage treatment and disposal systems.

Groundwater is available from three aquifers. From the surface downward they are: the sand and gravel glacial drift aquifer, part of the shallow system; the Niagara aquifer, also part of the shallow system; and the sandstone aquifer, comprising the deep artesian system. The glacial drift aquifer, consisting of water-bearing sand and gravel, ranges from zero to 300 feet in thickness. It is generally thickest in the northwestern quarter and along the southern one-fourth of the County and thinnest or nonexistent where bedrock is near the surface. The Niagara aquifer thickness ranges from zero feet in the western and south-central portions of the County, where dolomite bedrock is absent, to more than 300 feet in the Menomonee Falls and Butler area. This aquifer underlies the eastern two-thirds of the County at shallow depths of approximately 50 feet or less. The sandstone (deep) aquifer ranges from about 400 feet thick, in the northwest corner of the County, to about 2,400 feet in thickness, in the southeast corner of the County, and is from 200 to 400 feet below the surface of the ground.

The source of groundwater recharge in the County is precipitation and snow melt. Each year, between one and two inches of precipitation and snow melt infiltrate and recharge the groundwater reservoir. The amount that infiltrates at any locality depends mainly on the permeability of the surficial soils and rock materials, including the extent of urban development and its attendant impervious surfaces. Most of the recharge water circulates only within the shallowest aquifer system, which generally includes the glacial drift and underlying shallow bedrock (Niagara dolomite), before it is discharged as seepage to the surface waters or evaporates. Only a small part of the recharge reaches the deeper parts of the groundwater system. Recharge to the sandstone aquifer occurs mainly as vertical leakage through the glacial drift in the western part of the County, where the Maquoketa shale is absent. A smaller amount is also induced as vertical leakage through the Maquoketa shale; a still smaller amount occurs through deep wells that are open to the Niagara and glacial drift aquifers. The recharge area of the sandstone aquifer also includes large portions of neighboring Jefferson and Dodge Counties.

Groundwater discharge from the sandstone aquifer in Waukesha County occurs mainly through wells, with little or no natural discharge to surface water. Pumping from the sandstone aquifers has altered its potentiometric surface over the past century. Prior to intensive pumping from the aquifer, the potentiometric surface was located just below the ground surface, and in some instances was actually above the surface, as evidenced by flowing artesian wells. Since 1880, the

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original potentiometric surface of the sandstone aquifer has been markedly altered, primarily as a result of municipal and industrial pumpage in southeastern Wisconsin and northeastern Illinois. Draw downs of up to 350 feet have occurred in the Milwaukee-Waukesha area, while draw downs in excess of 275 feet have occurred at the Wisconsin-Illinois state line. The continued draw down of the sandstone aquifer may be tempered by conversion to use of surface waters, particularly from Lake Michigan, by former heavy users of the sandstone aquifer in northeastern Illinois. Potential impacts of draw down include higher pumping and construction costs for deeper wells.

Groundwater in the County is of good quality and is suitable for most uses, but most of the water is very hard and requires softening for some uses. Estimated well yields, or the quantity of water flowing per unit of time, are generally lowest in the Niagara aquifer and highest from the sandstone aquifer. The glacial drift aquifer generally yields water at half the rate of the sandstone aquifer. The largest users of groundwater in the County are its incorporated municipalities, with most of the groundwater pumpage concentrated in the northeast quarter of the County and around the City of Waukesha. Large water users generally pump from the sandstone aquifer, while smaller and domestic users utilize the shallower Niagara and glacial drift aquifers.

Groundwater quality conditions can be impacted by such sources of pollution on the surface as landfills, agricultural fertilizer, pesticides, manure storage and application sites, chemical spills, leaking surface or underground storage tanks, and onsite sewage disposal systems. The potential for groundwater pollution in the shallow water table aquifers is dependent on the depth to groundwater, the depth and type of soils through which precipitation must percolate, the location of groundwater recharge areas, and the subsurface geology. Most of Waukesha County exhibits moderate to high potential for contamination of groundwater in the shallow glacial drift and Niagara aquifers. Generally, the areas of the County most vulnerable to groundwater contamination are where both Niagara dolomite and the water table are near the surface. The Town has significant areas designated as having a high potential for groundwater contamination. Compared to the deep aquifer, the shallow aquifers are more susceptible to pollution from the surface because they are nearer to the source in terms of both distance and time, thus minimizing the potential for dilution, filtration, and other natural processes that tend to reduce the potential detrimental effects of pollutants. Isolated cases of bacterial and nitrate contamination have been identified in portions of northeastern Waukesha County, where the dolomite formations are near the surface. Such problems can often be traced to non-point pollution sources and septic system discharges.

In parts of the western third of the County, there is no confining impermeable layer of rock between the glacial drift and the sandstone aquifer. This is cause for concern in planning for the future development of that area. Urban development adversely affects both the quantity and quality of recharge water, especially where the aquifer is overlaid by outwash, end moraine, or other highly permeable glacial material. An increase in the area of impervious surfaces such as pavement affects the recharge of the sandstone aquifer by diverting larger amounts of precipitation into surface drainage courses as runoff, rather than allowing it to percolate into the ground.

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### D. Air Quality

Currently all of Waukesha County is considered a federal non-attainment area for meeting standards of ozone pollution, representing emissions of volatile organic compounds. Potentially negative impacts on air quality may occur as a result of urban development in the Plan Area.

### E. Soil Types

Soil properties exert a strong influence on the manner in which land is used since soil properties affect the cost and feasibility of building site development and the provision and performance of both on-site sewage treatment and disposal and centralized sanitary sewerage facilities. A need, therefore, exists to carefully consider not only how land and the attendant soils are currently used, but how they can be best used and managed.

The U.S. Conservation Service under contract to the Southeastern Wisconsin Regional Planning Commission, has completed detailed, operational soil surveys of the entire seven county Southeastern Wisconsin planning region including the Town. The soil surveys provide definitive data on the physical, chemical, and biological properties of the mapped soils; and, more importantly, provide interpretations of the soil properties for planning and engineering purposes. Therefore, the soil survey can be used to prepare suitability maps for various land uses and engineering applications.

The general soil associations within the Plan area are shown on Map 4. The soils consist generally of the Fox-Casco association, and are generally well-drained soils that have a moderately to deep subsoil of clay loam over sand and gravel. The soils were formed on glacial outwash plains and stream terraces, and are generally well-suited to urban development with centralized sanitary sewerage systems.

### F. Wetlands and Water Bodies

Wetlands may be defined as areas that are inundated or saturated by surface water or groundwater at a frequency, and with a duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands perform an essential set of natural functions which make them particularly valuable resources contributing immeasurably to environmental health and biological diversity. For this reason, wetlands are regulated by the Federal, State and County government. Wetlands also pose severe limitations for urban development. These limitations are related to the high water table, high compressibility and instability, low bearing capacity, and high shrink-swell potential of wetland soils. If urban development is permitted to intrude into wetlands, these limitations may result in flooding, wet basements, unstable foundations, failing pavements, excessive infiltration and inflow of clear water into sanitary sewers, and failing sewers. Wetlands, therefore, are an important consideration in any community development planning effort. The location and extent of wetlands within the Plan area are shown at a reduced scale on Map 5. All wetland areas within the Plan area are currently planned to be retained essentially in their natural state. Such retention is assured by

## Summit

Federal and State as well as local regulation.

As shown on Map 5, there are 15 major and minor surface water bodies within the Town. Additionally, the Bark River, Oconomowoc River and Battle Creek flow between some of the water bodies as well as separately.

The Oconomowoc River flows through the northeastern portion of the Town. This river is both a perennial and navigable stream tributary to the Rock River. The location and extent of the floodlands along this river have been delineated by the Federal Emergency Management Agency and are protected against filling and the intrusion of urban development by State required County floodland zoning.

The Bark River is the main drainage system for the Town of Summit. The river flows from the central portion of the Town on the east at the Nemahbin Lakes to the south and west, draining about 50% of the Town lands. This river is both a perennial and navigable stream tributary to the Rock River. The location and extent of the floodlands along this river have recently been updated by the Federal Emergency Management Agency and Wisconsin Department of Natural Resources. These floodplain areas are protected against filling and the intrusion of urban development by State required County floodland zoning.

Battle Creek flows through the west-central portion of the Town. This waterway originates in the large wetland complex in the Town's western area. Battle Creek is the smallest system in the Town, but remains both a perennial and navigable stream tributary to the Oconomowoc River. The location and extent of the floodlands along this system have recently been updated by the Federal Emergency Management Agency and are protected against filling and the intrusion of urban development by State required County floodland zoning.

The Town of Summit includes the following fifteen named lakes: Upper Nashotah, Lower Nashotah, Upper Nemahbin, Lower Nemahbin, Waterville, Crooked, Middle Genesee, Lower Genesee, Silver Lake, Bowron Lake, Duck Lake, Laura Lake, Henrietta Lake, Golden Lake

### G. Wildlife

An inventory of wildlife habitat in the Southeastern Wisconsin planning region and in the Town was conducted jointly by the Wisconsin Department of Natural Resources and the Commission in 1985. Three classes of wildlife habitat were identified and mapped in the inventory: Class I, high value; Class II, medium value, and Class III, other.

Wildlife in the area generally includes such upland game and non-game species as rabbit, squirrel and woodchuck; predators such as fox and raccoon; game birds; and marsh furbearers such as muskrat. Non-game species include songbirds and marsh and shore birds. Waterfowl are present and deer may be found in some areas.

The remaining wildlife areas provide important opportunities for recreational, educational

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and scientific activities as well as an aesthetic asset. As such, these areas deserve careful consideration for preservation in any development planning effort. Any disturbance of wildlife habitat areas will be minimized through zoning that protects primary environmental corridors.

There are no federally protected species, State or Federal Parks, or State Natural Areas (SNAs) identified in the Town of Summit. However, there are 8 species and habitats that provide homes for these 8 species, that are classified as State Threatened and Endangered (T&E). This classification holds the state's highest level of statutory protection and largest advocacy from regulatory agencies and environmental groups.

These eight species are:

- |                       |                       |                      |
|-----------------------|-----------------------|----------------------|
| 1. Acadian Flycatcher | 2. Forked Aster       | 3. Blanding's Turtle |
| 4. Slender Madtom     | 5. Starhead Topminnow | 6. Ellipse Mussel    |
| 7. Pugnose Shiner     | 8. Salamander Mussel  |                      |

The Bark and Oconomowoc Rivers, Oconomowoc Lake, Lower Nemahbin Lake, and the SW wetlands of the Town are home to these T&E species. Though the list to the State's natural heritage inventory is reviewed annually, rapid change (improvement) is not estimated to occur with these species.

Another classification that the DNR uses to categorize species that are either dwindling in numbers or showing other causes for concern, is "State Special Concern Species." Species in this category are not as rare, threatened or endangered, but require the watchful eye of advocacy groups to keep them from dwindling in numbers and becoming T & E. These 15 species are:

- |                            |                             |                       |
|----------------------------|-----------------------------|-----------------------|
| 1. Banded Killifish        | 2. Garewell's Water Milfoil | 3. Lake Herring       |
| 4. Swamp Spreadwing        | 5. Side-Swimmer             | 6. Adder's Tongue     |
| 7. Glade Fern              | 8. Showy Lady's-Slipper     | 9. Ohio Golden Rod    |
| 10. Common Bog Arrow Grass | 11. The Bullfrog            | 12. Reflexed Trillion |
| 13. Black Tern             | 14. Lake Chubsucker         | 15. Least Darter      |

Whereas the DNR and environmental advocacy groups historically have concentrated on identifying and projecting individual Threatened and Endangered species, recent conservation efforts have changed to be more macro in focus, concentrating more on the entire habitat or ecosystems surrounding Threatened and Endangered species. Simply put, you can not improve the chances of a Threatened and Endangered species surviving and growing without ensuring that the habitat it thrives upon is protected and enhanced.

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As such, various types of habitats and natural areas have been identified:

### Critical Plant Species Habitats Sites:

Genesee Lake Road Tamaracks  
Dousman Road Low Woods  
Massaro Woods

### Rare Bird Species Habitats:

Laura Lake Swamp  
Genesee Lake Road bog  
Duck Lake

### Rare Herptile Species Habitat:

Entire Township-Blandings Turtle  
Entire Township-Bullfrog

### County Natural Areas (CNAs):

Genesee Lake Road Bog  
Oconomowoc Swamp  
Crossroads Bog  
Laura Lake Swamp  
Bark River Marsh  
Breens Bay Sedge Meadow  
Sawyer Road Sedge Meadow  
Perkins Property

## H. Historic Areas

There are three places of historic interest in the Town: the Fredrick C. Aherns House and Gustave Pabst Estate are listed on the National Register of Historical Places. The Summit Cemetery dates from the 1860's, but is not listed on the National Register.

### 3.4 Planning Documents that Pertain to the Boundary Adjustment Areas

#### *Town of Summit Land Use Plan*

The most recent Town of Summit Comprehensive Land Use Plan was adopted in June of 2001 in compliance with the Wisconsin "Smart Growth" legislation. A copy of the 2010 Master Plan is attached in Appendix A. The Town developed this plan in compliance with the State legislation and using the OLIS grant monies. The Town had been in the process of updating its master plan when the Legislature passed the Smart Growth law. The Town therefore converted its plan to encompass the smart growth requirements. Summit was the first Town in the State to enact a Smart Growth Plan. See also Map 6.

#### *Waukesha County Development Plan*

The Waukesha County Development Plan was originally adopted in August 1996, and has been updated annually since 1997. The Town of Summit Land Use Plan is in compliance with the Waukesha County Development Plan. The County Plan is available for viewing at

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www.waukeshacounty.gov by choosing the Parks & Land Use tab, then the 1997 Development Plan tab on the left as that document, created by SEWRPC, is out of print. Updates to the County Plan can be found in the Append as well as on the County website. Waukesha County is leading creation of Multi-Jurisdictional Comprehensive Development Plan to satisfy State Statutes 66.1001, commonly referred to as the Smart Growth Law. The Waukesha County Plan is close to completion and will likely be adopted by the Waukesha County Board of Supervisors in 2009.

### *Regional Land Use Plan for Southeastern Wisconsin*

The Regional Land Use Plan for Southeastern Wisconsin: 2035 is set forth in SEWRPC Planning Report No. 48. (Available online [http://www.sewrpc.org/publications/pr/pr-048\\_regional\\_land\\_use\\_plan\\_for\\_se\\_wi\\_2035.pdf](http://www.sewrpc.org/publications/pr/pr-048_regional_land_use_plan_for_se_wi_2035.pdf)) That plan is further refined by a series of sanitary sewer service reports and other planning documents the Waukesha County Development Plan, Dousman, Oconomowoc and Delafield-Hartland sewer service area plans. The Regional Planning Commission published SEWRPC Community Assistance Planning Report No. 172 (2nd Edition) in September 1999.

### **3.5 Existing Ordinances that Affect the Boundary Adjustment Areas**

Town of Summit Zoning Code, updated through August 2007, found at Ch. 235 Town of Summit Code. See Appendix A which is contained on a compact disk.

Town of Summit Design Guidelines, 2005, See Appendix A.

Town of Summit Division and Platting of Lands, found at Ch. 213 Town of Summit Code. See Appendix A.

### *Waukesha County Shoreland and Floodland Protection Ordinance*

### *Waukesha County Shoreland and Floodland Subdivision Control Ordinance*

### **3.6 Existing Public Facilities**

#### **A. Sewer & Water**

Approximately five square miles of the Town of Summit currently are served with sanitary sewer in three utility districts. These districts include the Silver Lake Utility District with 140 single family properties and four commercial properties served by the City of Oconomowoc treatment plant; Summit Utility District #2 with about 550 single family homes, commercial and institutional properties served by the Del-Hart treatment plant; and Summit Utility District #3 with institutional and commercial properties at the intersection of I-94 and STH 67 served by the City of Oconomowoc for both sewer and water service.

The Town has an existing sanitary sewer and water service agreement with the City of Oconomowoc to provide these services in the future to an additional 1.5 square miles of territory. Part of this boundary plan will allow for requests for service from the Dousman treatment plant that



## Summit

include another five square miles of territory.

These agreements and existing utility systems allow for at least 75% of the town's population to have the capacity for sewer service and at least 30% of the town's population to have access to municipal water service.

### B. Stormwater Drainage

The Town has provided for regulation of stormwater drainage and erosion impacts through its comprehensive land division ordinances. The ordinances require an analysis of stormwater erosion impacts with regard to each new rezoning and land division. The Town then requires implementation and installation of stormwater drainage and erosion control features necessary to protect the areas impacted by such development. The Town primarily utilizes rural cross Sections with roadside ditches and culverts together with stormwater storage facilities including natural floodland and wetland complexes and stormwater detention and retention basins. The roadside ditches and culverts discharge to natural drain channels to the major inland lakes of the area as well as the Bark and Oconomowoc Rivers.

In the fall of 2008 the Town also completed the approval process for Municipal Separate Storm Sewer System Discharge permits within the DNR guidelines. The town is currently in compliance with all DNR MS4 permitting requirements.

### C. Transportation

Interstate Highway 94 is the Town's major east-west transportation facility that divides roughly the northern third of the Town from the southern two-thirds. State Highway 67 is the second most important highway, dividing the Town east and west roughly in half. State Highway 18, a road of lesser importance, skirts the southern fringes of the Town. County trunk Highways B, BB, DR, V and P also serve the Town. Two interchanges serve the area from the Interstate at STH 67 and CTH P. The lakes and natural areas in the Town limit traffic circulation somewhat in an east west direction, especially between CTH DR and USH 18. The Town includes a park and ride facility at the southeast corner of STH 67 and CTH DR. This site will remain until a new facility is completed as part of the I-94 / CTH P interchange reconstruction scheduled for 2011.

The Waukesha County Lake Country Trail runs through the Town of Summit along CTH DR and CTH P. This trail will be connected to a county-wide bike and pedestrian trail system. Ultimately the Town and Waukesha County will connect trails south of I-94 to the Village of Dousman and the Town Parkland on Genesee Lake Road.

### D. Police and Fire/Rescue Services

The Town of Summit Police Department provides full-time, twenty-four hour police services to the entire Town. The Town Police Department is comprised of the Chief, a Lieutenant, six full-time officers, four part-time officers and a Clerk. Dispatch services are provided through contract

## Summit

with the Waukesha County Sheriff's Department.

The portion of the Town bounded on the north by the northern developed areas of the Genesee Lakes and to the south by the Town line, are provided with Fire Services through the Dousman Fire District. The Dousman Fire District provides fire and rescue services, through inter-municipal contract involving the Town of Summit, the Town of Ottawa, and the Village of Dousman. The remainder of the Town is provided with fire services through the Summit Fire District. The Summit Fire District provides fire and rescue services, via an inter-municipal contract involving the Town of Summit and the Village of Oconomowoc Lake. The Town has arranged for rescue services through the City of Oconomowoc. The Town and Summit Fire District have arranged for ambulance services through the City of Oconomowoc. A map showing the boundaries of the two fire districts can be seen at Map 7.

### E. Utilities

The Town is provided natural gas and electric power by WE Energies. Telephone service is available to all property owners within the Town and is provided by either AT & T or CenturyTel. Cable television is available through Time-Warner Cable Services in the higher-density areas.

### F. Parks and Recreation

The Town currently has one developed park that supplies approximately 3.5 acres of active and passive recreation facilities to Town residents. Additionally there is one school recreation area that supplies approximately 3.5 acres of active recreation facilities to Town residents. Finally, the Town has one County boat launch and six State boat launches. The Town does not have any County Parks or State Parks within its boundaries. The Town park is located in a developed residential area, while the boat launches are located along highways adjacent to lakes scattered throughout the Town. In 2002 Summit purchased a 77-acre tract in Section 28 for development as a community park.

#### Peter Prime Park

Peter Prime Park is a 3.5 acre neighborhood park that is located in the northeast Section of the Town, north of the Interstate Highway 94, and situated in a residential area near Upper Nemahbin Lake. Peter Prime Park is the Town's only park, and it receives heavy use from residents of the surrounding neighborhood. Recreation facilities include: a softball diamond, a basketball court and an open play area. The existing facilities in Peter Prime Park are generally in good condition.

#### Subdivision Open Space and Parklands

There are several subdivisions in Summit that include some park and open space as part of the original plat. The primary use of these parklands is for private neighborhood open space, with limited active recreation space.

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<u>Subdivision Parks</u>	<u>Location</u>	<u>Size</u>
Forest Cove	Section 17	60 acres
Genesee Lake Farms	Section 28	3 acres
Interlaken Village	Section 13	5 acres
Lake Country Village	Section 14	25 acres
Pauly Preserve	Section 31	3 acres
Riverline	Section 7	3 acres
Summit Meadows	Section 34	10 acres

### County Boat Launch

Waukesha County maintains one boat launch facility in the Town of Summit. The Nemahbin Lake Access is located in the eastern Section of the Town, on Delafield Road, on the South Shore of Upper Nemahbin Lake.

### State Boat Launches

The State of Wisconsin maintains five boat launch facilities in the Town. The Golden Lake Boat Access is located in the south-west Section of the Town, on State Highway 18, on the south shore of Golden Lake. The Lower Nemahbin Lake Public Access is located in the eastern Section of the Town, off of County Highway P, on the western shore of Lower Nemahbin Lake. The Upper Genesee Lake Public Access is located in the central Section of the Town, on State Highway 67, on the western shore of Upper Genesee Lake. The Lower Genesee Lake public access is located on Genesee Lake Road between Lower and Middle Genesee Lakes, as is public access to Middle Genesee Lake. The Silver Lake public access is located on the north shore of Silver Lake on CTH B.

### G. Library

There is no library in the Town of Summit. Residents may use the City of Oconomowoc's library or any of the libraries throughout the County through the Waukesha County Federated Library System.

## **3.7 Social and Economic Attributes of the Area**

### A. School Districts

The Oconomowoc Area School District covers roughly the northern 2/3 of the Town of

## Summit

Summit. No school buildings are located within the Town. Other primary, middle and high schools are located in the City of Oconomowoc, Town of Oconomowoc, and Town of Ixonia.

The School District's levy in 2009 will be \$7.60 per \$1,000 mills. The General Fund Budget for 2008-09 is \$48,975,000. This is an increase of 4.8 % over prior year revenues, driven mostly by enrollment growth.

On November 7, 2006, residents overwhelmingly passed a building referendum with majority support in all 13 municipalities of the District. The referendum provides for the construction of two, grades 5-8 intermediate schools, and auditorium and gymnasium additions to the high school. These facilities, opened in the fall of 2008, provide modern instructional and performance spaces as well as becoming a community asset for decades to come.

Enrollment has increased by 6.9% in the last three years, from 4,340 students to 4,640 students, or an increase of 300 students. Enrollment is expected to grow by at least another 100 students in the 2007-08 school year. Elementary classroom space will reach 100% utilization for 2007-08. The two new intermediate schools are expected to be ready for the start of the 2008-09 school year.

The remainder of the Town is served by the Kettle Moraine School District, principally serving portions of Sections 26-28, 31 and all of 32-36. The property tax levy of KMSD is estimated at \$29,771,209 including a special levy of \$789,300 to retire outstanding debt early. The 2007-08 estimated tax rate is \$8.21 per \$1,000 of equalized value, which is \$.40 less than the 2006-07 rate. Children in the Town of Summit who attend the Kettle Moraine School District go to Dousman Elementary School and all students in the District attend Kettle Moraine Middle School (6<sup>th</sup> -8<sup>th</sup> grade) and Kettle Moraine High School. Enrollment in the District is 4,309 and 1,000 attend KMMS and 1445 attend KMHS. There are 507 students at Dousman Elementary.

### B. Shopping and Social Customs

Residents of the Town of Summit have a variety of choices to satisfy shopping and social needs. Shopping areas include major retail and service centers north of Interstate 94 along STH 67, at the Interstate 94 / STH 83 Interchange in the City of Delafield, and smaller shopping districts in the Village of Dousman and the Okauchee business district in the Town of Oconomowoc. The Town of Summit has approved development of Summit Village Commons at the intersection of STH 67 and CTH DR for a commercial/retail center of approximately 40 acres in conjunction with a nursing home and assisted living facility currently under construction.

Social life in the Town of Summit centers around water and neighborhood associations. Many of the lakes have active lake associations. Sixteen neighborhood groups or associations are recognized by the town as active and holding at least annual meetings. Local groups sponsor annual fireworks displays around the Independence Day holiday, fishing jamborees during the appropriate season, and a New Years Day polar bear plunge for the adventurous swimmers.

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Within the Town of Summit there are two hospitals, a new nursing home and assisted living facility, long term care facility for children and adolescents with special needs, and four churches.

### C. Housing Analysis

**TABLE 1**  
**Population**

	Town of Summit	Waukesha County
Population: 1980	4,050	280,203
Population: 1990	4,003	304,715
Population: 2000	4,999	360,767
Population: 2007 DOA Est.	5,177	381,651
Median Age (2000)	39.6	38.1

Source: Wisconsin Dept. of Administration & 2000 US Census, DP-1 Profile of General Demographic Characteristics

Close to 60% of the Town of Summit's population is between 20 and 64 years of age; 12.8% is 9 and under, 17% is 10 to 19 years old and 10.6% is 65 and older. Close to 73.3% of households are comprised of a married-couple family, and 32.9% of those include children under the age of 18. Of those citizens over the age of 25 at least 94% had obtained a high school diploma or better.

Summit

**TABLE 2**  
**Area Housing Data**

	Town of Summit	Waukesha County
Total Housing Units	1,904	140,309
Occupied	91.8%	135,229
Owner Occupied Housing Units	89%	103,373
Renter Occupied	11%	31,856
Vacant	8.2%	5,080
Median Value	\$227,300	\$170,400
Median Gross Rent	\$822	\$726

Source: Wisconsin Department of Administration & 2000 US Census, DP-1 Profile of General Demographic Characteristics

Close to 100% of the Town's housing stock is made up of single units, either detached or attached (97.7%). Housing made up of 2-9 units account for about 1.8% of the available housing, with no housing consisting of more than 9 units. Twenty-eight and four-tenths percent of the housing stock has been built since 1980, with the remainder being built before 1979. The greatest percentage of housing units was built between 1940 and 1959 (24.1%).

**TABLE 3**  
**Area Income Data**

2000	Town of Summit	Waukesha County
Median Household Income	\$ 71,884	\$ 62,839
Per Capita Income	\$ 28,797	\$ 29,164
Households Below Poverty Level:		
Families	4.2%	1.7%
Families headed by females	9.2%	8.8%
Individuals	5.0%	2.7%

Source: Wisconsin Dept. of Administration & 2000 US Census, DP-1 Profile of General Demographic Characteristics

## Delafield

### 4.0 TOWN OF DELAFIELD

The Town of Delafield is located in about the middle of Waukesha County. It is directly east of the Town of Summit, the Town of Genesee and the Village of Wales lie directly to the south and the City of Pewaukee to the east. The City of Delafield, the Village of Nashotah and the Village of Hartland occupy more than the west and north halves of the Town. The Town of Merton meets Delafield at Section 1. See Maps 1 and 1 a.

#### 4.1 Existing Environmental Conditions

##### A. Topography

The topography in the Town is typical to the surrounding area and has elevations of 930 near the southwest 1/4 of Section 31 to 1024 in the northwest 1/4 of Section 30. The County's highest point, Lapham's Peak, in the Lapham Peak State Forest is 1,233 feet. The Scuppernong Creek flows westerly through the southern portion of Section 31. There is an unnamed water body in Section 30 that is at an elevation of 882. The land also includes some kettles. See Map 8.

##### B. Geology

The Town contains several geologic points of interest. They are as follows:

1. Scuppernong Creek Spillway, Sections 5, 6 Town of Genesee & Sections 32, 33 Town of Delafield. One of the finest examples of a glacial spillway remaining in the United States. Studied on a national and international basis. Associated with several other interlobate glacial features including kames, a kame delta, and kettles.
2. Jones Quarry, Sections 23, 24. Undisturbed 19th-century quarry remains only source of rich Ordovician fossil biota in Southeastern Wisconsin. To east is an excellent exposure of the Niagara Escarpment.
3. Delafield Drumlin Fields Sections 1, 2 Town of Genesee & Sections 34, 35, 36 Town of Delafield. A very well developed example of a drumlin field.
4. Delafield Interurban Cut Sections 23, 24. Fossil-rich exposure of lower Mayville Dolomite along abandoned interurban railway line.
5. Tessmann Drumlin, Section 36. Drumlin with a local relief of 80 feet.

The inter-lobate kettle moraine is the predominant surface land form in the Town of Delafield, occupying most of the Town in a north-east to south-west fashion. Section 1 can be characterized as mostly near level outwash and the far south eastern corner in Section 36 is characterized by drumlins.

## Delafield

### C. Groundwater

See information in Town of Summit, §3.3 (C).

### D. Air Quality

Currently all of Waukesha County is considered a federal non-attainment area for meeting standards of ozone pollution, representing emissions of volatile organic compounds.

### E. Soil Types

At the boundary of Summit and Delafield the soils are predominately Fox silt loam. Moving east from that boundary, there is a band of Casco Rodman series with some Boyer loamy sand in various locations. The eastern half of the Town consists of predominantly the Hochheim-Theresa association as well as north around the Pewaukee Lake. All soils are well drained. For undeveloped land, the soil can be classified as Class I & II or Class II soils per SEWRPC, these areas are mainly in the southwest corner adjacent to the boundary with Summit and in the southeast corner of the Town. See Map 9.

### F. Wetlands

There are no wetlands along the border area with the Town of Summit. There is a floodplain along Scuppernong Creek, near the boundary agreement area as well as along the creek in Sections 32, 33 and 28. Wetlands occur in other areas within the Town, with the largest 3 being around Brandybrook Creek, near the County boat launch on Pewaukee Lake and adjacent to Pewaukee Lake on the north side at the City of Pewaukee boundary. There are also scattered pockets throughout the Town. See Map of 10.

### G. Water bodies

The Scuppernong Creek flows westerly through the southern portion of Section 31 and there is an unnamed water body in Section 30. No other water bodies are within the proposed boundary area. Etter Lake is located in Section 25 and is surrounded by private land, so there is no public access. Pewaukee Lake covers much of Sections 13 & 14 as well as a portion of Sections 12 & 15 in the Town. Brandybrook Creek begins in Section 27 and flows south through Sections 34 and 35 into the Town of Genesee. Scuppernong Creek begins in Section 28 and flows into and through Sections 33 and 32 into the Town of Genesee and back into the Town in Section 31 as described above, then into the Town of Summit. See Map 10.

### H. Wildlife.

There are 2 species of wildlife and vegetation that is listed as endangered by the State on the Natural Heritage Inventory that occur in the Town of Delafield: a fish, the Slender Madtom and a



## Delafield

plant, the Prairie White-fringed Orchid. There are 5 threatened species:

Yellow Gentian	Butler's Gartersnake	Pugnose Shiner
Blandings Turtle	Beaked Spikerush	

There are 9 species classified as special concern:

Black-crowned Night-heron	Ohio Goldenrod	Banded Killifish
Mottled Darner	Showy Lady's Slipper	Yellow Evening Primrose
Upland Boneset	Lake Chubsucker	Lesser Fringed Gentian

Only the Prairie White-fringed Orchid is on the Federal Endangered Species list and is classified as "listed - threatened".

The State has identified 7 communities of interest that exist in the Town: Southern Dry forest, Schrub-carr, Emergent Marsh, Clacareous FenOpen Bog, Southern Dry-mesic, Forest and Mesic Prairie. A community is an assemblage of different plant and animal species, living together in a particular area, at a particular time, in a specific habitat. Communities may be named for their dominant plant species (for example, pine barrens, sedge meadows, and oak savannas), a prominent environmental feature (Great Lakes Dune, Dry Cliff), or some combination of these factors. Communities range in size from less than an acre to thousands of acres. Communities are dynamic and always changing. Some change may be rapid while other change is too slow for many humans to notice during their brief lifetimes.

### 4.2 Planning Documents that Pertain to the Boundary Adjustment Area

*Town of Delafield Land Use Plan*, June 1999, see Appendix A and also Map 11

*A Comprehensive Development Plan for Waukesha County* - for information see §3.4 above

### 4.3 Existing Ordinances that Affect the Boundary Adjustment Area

Town of Delafield Zoning Code (Chapter 17) , see Appendix A.

*Town of Delafield Land Division and Development Control (Chapter 18)* , see Appendix A.

*Waukesha County Stormwater and Erosion Control Ordinance*, see Appendix A.

*Waukesha County Shoreland and Floodland Protection Ordinance*, see Appendix A.

*Waukesha County Shoreland and Floodland Subdivision Control Ordinance*, see Appendix A.

## Delafield

### 4.4 Existing Public Facilities

#### A. Sewer and Water

There is no public sewer or water service in the Boundary area of the Town of Delafield with Summit. Areas around Pewaukee Lake in the Town are served with public sewer through the Lake Pewaukee Sanitary District. The remainder of the Town is on septic systems.

#### B. Storm Water Management

Storm water management within developments is regulated by the Town-adopted Waukesha County Stormwater and Erosion Control ordinance. By contract, the County administers the ordinance for the Town for all development except one and two family dwellings.

#### C. Transportation

Cushing Park Road, a rural two lane Town highway is located ½ mile east of the border with the Town of Summit. Local roads serve the subdivisions located in the northwest portion of Section 30.

Major roads within the Town are Interstate Highway 94, U.S. Highway 18, both of which run east and west, and State Highway 83, which runs north and south. A small portion of State Highway 16 runs through the far north-eastern corner of the Town. County Highways G and C provide north-south access south of I-94, in the far eastern and far western quadrants of the Town. County Highway E and K.E. provide transportation north of Pewaukee Lake and I-94.

#### D. Police & Fire

Police service is provided via a contract with the Waukesha County Sheriff's Department. The contracted deputy patrols the Town 8 hours per week. The Town is patrolled at other times by Waukesha County deputies as part of their overall County responsibilities.

Fire service is provided by the Town of Delafield volunteer fire department. In times of need, there are mutual aid agreements in place. The Town of Delafield Fire Department provides fire protection and emergency medical services to over 8000 residents living in an area of 18 square miles. The Department has been proudly serving the Town and surrounding communities since 1919. Station #1 is located at W304 N2455 Maple Avenue on the west end of Pewaukee Lake. Station #1 houses the Department's administrative offices , along with engine 3161, ambulance 3151, grass fire truck 3181, heavy/dive rescue 3176, tanker 3191 and the rescue trailer with AT and Zodiac Raft. Station # 2 is located at W329 S690 Highway C in the southwest corner of the Town adjacent to Lapham Peak State Park. Station #2 houses engine 3162, tanker 3192 and ambulance 3152.

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There is a Pewaukee Lake Patrol, which is overseen by the City of Pewaukee Police Chief, that enforces local regulations on the Lake. The Village of Pewaukee, City of Pewaukee and the Town of Delafield contribute funds to operate the lake patrol. Each of the municipalities have enacted identical ordinances under the provisions of §30.77, Stats., in order to regulate activity on the Lake.

### E. Utilities

The Town is served with electric, telephone, gas and cable television. Cell phone service is provided by all the major cellular phone companies. Garbage and recycling service is provided by Veolia Environmental Services.

### F. Park and Recreation

There are no directly adjacent park and recreation facilities in the Town of Delafield to the boundary area; however, Lapham Peak State Park is located approximately ½ mile east of the border with Summit. The Town has 3 parks :

**Del-Town Park:** This is the first park developed by the Town of Delafield and is five and a half (5.5) acres of land just west of the Town Hall. The land includes a youth hardball/softball baseball field with backstop fencing and groomed infield. (Located ½ mile east of Hwy. 83 on Golf Rd.)

**Elmhurst Park:** This Park is located on Elmhurst Road near the entrance to the Kettle Park Subdivision. It offers a jogging path, picnic tables, grills, shelter and playground equipment and is situated on five and a half (5.5) acres of land. (Located on Elmhurst Rd. (Hwy G) just south of I-94)

**Sports Commons:** Built on fifteen (15) acres at the corner of Silvernail Road and Maple Ave, the complex offers a variety of ball fields including two hardball/softball fields, multi-use sports court (used for tennis, volleyball and basketball), sand volleyball court, and a play field used for soccer and T-Ball. A sizeable skateboard park with 6 ramps is available in the northwest corner of the park. Picnic sites are available with grills and a picnic shelter. A playground area with equipment is situated near picnic site. An 80 spot paved parking lot is provided with paved access to the ball diamond spectator areas, shelter and playground. An additional 30 spot parking lot has been located near the skateboard area.

In addition there are 3 Waukesha County Parks located within the Town:

**Naga-Waukee Park:** The 416 acre parcel consists of a heavily wooded, regional park, a championship 18-hole golf course, and 2 lake access sites. The Naga-Waukee Park and Golf Course are located north of I-94, spanning the lands between the shores of

## Delafield

Nagawicka Lake and Pewaukee Lake.

Retzer Nature Center: The center is located on Madison St. which is 1/8 mile south of Highway 18 and County Road DT (a small portion is within the Town boundaries). It offers a variety of educational programming, Environmental Learning Center, Charles Z. Horwitz Planetarium and a number of walking nature trails.

Lake Country Trail: The Town of Delafield was a partner in the development of an 8 mile east-west walking, biking, cross country skiing trail which extends from the Landsberg Center trailhead in the City of Waukesha to Cushing Park in the City of Delafield. Created out of the former Milwaukee-Watertown Interurban Railway bed, later owned by Wisconsin Electric as a right of way. The trail development costs were shared by Waukesha County, The Town of Delafield, the City of Delafield, the Town of Pewaukee and the Department of Natural Resources. The ongoing operation and maintenance of the facility is the responsibility of Waukesha County. Future plans include extending this trail to the City of Oconomowoc resulting in a 15 mile long trail.

### G. Library Services

There is no library in the Town of Delafield. Service is provided by the City's of Delafield, Waukesha and Pewaukee through the Waukesha County Federated Library System.

### H. Historic

Within the Town the State Tuberculosis Sanitarium and the Wisconsin School for Boys - Wales are listed on the National Register of Historic Places and State Historical Sites. There are additional sites at the Sanitarium that are potentially eligible for listing that need additional evaluation as of 2005.

## 4.5 Social and Economic Attributes of the Area

### A. Social and Shopping Customs

The Town of Delafield is primarily a residential community. The Town logo purports "Residential, Recreational, Responsible" to describe the Town. The Town has no specific designated downtown area. Shopping takes place in adjacent communities such as the City of Delafield, City of Pewaukee and the Village of Hartland.

### B. Schools

One private elementary school is located in the Town, Prairie Hill Waldorf School, and there

## Delafield

is a State institute, Ethan Allen School for delinquent juveniles. The rest of the Town is served by either the Kettle Moraine School District or the Hartland - Lakeside Elementary School District for elementary school services and the Kettle Moraine School District and Arrowhead Union High School District for high school education.

### C. Housing Analysis

**TABLE 1**  
**Population**

	Town of Delafield	Waukesha County
Population: 1980	3,750	280,203
Population: 1990	4,597	304,715
Population: 2000	7,820	360,767
Population: 2007 DOA Est.	8,299	381,651
Median Age (2000)	38.6	38.1

Source: Wisconsin Dept. of Administration & 2000 US Census, DP-1 Profile of General Demographic Characteristics

Close to 35% of the Town of Delafield's population is 19 and under; 9.7% is between 20 and 34 years of age; 38.5% is between 35 and 54 with 17.1% 55 and over. Seventy nine and five tenths percent of households are comprised of a married-couple family, and 39.1% of those include children under the age of 18. Of those citizens over the age of 25, 96.3% had obtained a high school diploma or better and 47.6 % had obtained a bachelor's degree or higher.

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**TABLE 2**  
**Area Housing Data**

	Town of Delafield	Waukesha County
Total Housing Units	2,623	140,309
Occupied	2,542	135,229
Owner Occupied Housing Units	2,130	103,373
Renter Occupied	222	31,856
Vacant	104	5,080
Median Value	\$285,500	\$170,400
Median Gross Rent	\$ 839	\$726

Source: Wisconsin Department of Administration & 2000 US Census, DP-1 Profile of General Demographic Characteristics

Ninety-two percent of the Town's housing stock is made up of single units, either detached or attached. Housing located within structures consisting 2-19 units make up 5.7% of the available housing and 0.5% of housing is located in structures of 20 or more units. Since 1979 housing has grown quite rapidly. Nineteen percent of the housing stock was built between 1970 and 1979 and 13.1% was built between 1980 and 1989. Close to 35% of housing was built between 1990 and 1998. Housing build since 1999 only accounts for 4.2% of housing, and 24.6% of housing was built before 1959.

Delafield

**TABLE 3**  
**Area Income Data**

2000	Town of Delafield	Waukesha County
Median Household Income	98,779	\$ 62,839
Per Capita Income	41,391	\$ 29,164
Households Below Poverty Level:		
Families	1.9%	1.7%
Families headed by females	21.4%	8.8%
Individuals	3.0%	2.7%

Source: Wisconsin Department of Administration & 2000 US Census, DP-1 Profile of General Demographic Characteristics

#### **4.6 Boundary Adjustment Plan**

The existing boundary between the Town of Summit and Town of Delafield will remain as it currently exists. See Map 1. No territory will move between the two municipalities.

##### **A. Duration of Planning Period**

The planning period is indefinite as the boundary will be as it currently exists in perpetuity.

##### **B. Proposed Boundary Changes and Conditions Which Will Trigger Changes**

The boundary between the Town of Summit and the Town of Delafield will remain as it currently exists in perpetuity. There will be no territory shifted from one to the other.

##### **C. Impacts of Development on Land Within the Boundary Adjustment Area**

No impacts of a significant nature are expected on the topography, on geology, groundwater, air quality, soil types, wetlands, water bodies or wildlife of the region are envisioned as a result of development occurring in this Plan. All development within this area will occur as already planned for each Town, or has already been developed and not as a result of this Cooperative Boundary Plan.

##### **D. Service Provisions**

All services shall remain as currently provided by either Summit or Delafield.

## Delafield

### E. Boundary Adjustment Area Land Use Plan

There is no boundary adjustment land use plan in this Plan between Summit and Delafield because the existing land use plan in each municipality remains the same and will be applicable to the appropriate municipality. Should the Town of Summit successfully incorporate as a village, the Village of Summit shall not exercise its rights under §62.23(7a), Stats. (extraterritorial zoning) or §236.45, Stats. (extraterritorial plat review) within the Town of Delafield without the prior approval of the Town of Delafield.

### F. Environmental Evaluation

No impacts are expected as a result of this boundary Plan as all development either has occurred or will be as previously planned.

### G. Permit and Ordinance Requirements

There are no permit or ordinance requirements imposed on either Summit or Delafield. Each municipality will continue to issue permits and monitor and regulate compliance with ordinances within its boundaries.

### H. Additional Obligations of the Town of Summit and Town of Delafield

The Town of Summit is seeking incorporation which is one reason for entering into this Plan with the Town of Delafield. As part of that effort, Summit has asked for the Town's support. The Town of Delafield has agreed not to object to any efforts on the part of Summit to incorporate under the laws of the State of Wisconsin. In addition, should Summit be successful in its incorporation efforts, it agrees that it shall not exercise the annexation authority found in Chapter 66 within the Town of Delafield without written approval of the Town of Delafield.

There are no additional obligations imposed on Summit or Delafield under this Plan.

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## Oconomowoc

### 5.0 TOWN OF OCONOMOWOC

The Town of Oconomowoc is located in the northwest corner of Waukesha County, directly north of the Town of Summit. It is bordered on the north by the Town of Ashippun located in Dodge County and to the west by the Town of Ixonia in Jefferson County. The Village of Oconomowoc Lake and the City of Oconomowoc are to the south, and the Town of Merton is directly to the east. See Maps 1 and 1a.

The Village of Lac La Belle, is a very small incorporated community located on the north and northwest shores of Lac La Belle, within the Town in Sections 19 and 20. The City of Oconomowoc occupies some of the southern portion of the Town, namely Sections 32 and 33 with portions of Sections 22, 27, 28 and about half of Section 31.

#### 5.1 Existing Environmental Conditions

##### A. Topography

As is most of southeastern Wisconsin, the topography in the Town has been formed by the glacial movements that ended about 10,000 years ago. The majority of the Town's elevation is from 800 to 900 feet, except for the northeastern and eastern part of the Town which ranges from 900 to 1000 feet. This higher elevation can be also be found in some additional pockets throughout the Town. Few areas within the Town have slopes greater than 12% and those tend to be in isolated pockets scattered throughout the Town. The Town surface land forms can be characterized as gently sloping ground moraine forming a v shape from the northeast corner of the Town across to the northwest corner of the Town and down to the center of the southern Town boundary. The southeastern corner was shaped by the inter-lobate kettle moraine and the southwest corner can be described as nearly level outwash. See Map 12.

##### B. Geology

The thickness of the glacial deposits, and thus the depth to bedrock, within the Town are mostly from 100 to 200 feet, with a small pocket at the northern boundary of zero to 20 feet and some areas where the glacial deposits are from 200 to 300 feet, mostly in the eastern part of the Town. Bedrock formations in Waukesha County consist of Precambrian crystalline rocks, Cambrian sandstone, Ordovician dolomite, sandstone and shale and Silurian dolomite. Within the Town they consist of mostly Maquoketa Shale and Platteville, Decorah and Galena Formations, undifferentiated.

##### C. Groundwater

Groundwater is a vital natural resource of Waukesha County, which not only sustains lake levels and wetlands and provides the perennial base flow of the streams, but also is a major source of water supplies. In general, Waukesha County has an adequate supply of groundwater to support

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its growing population, agriculture, commerce, and a viable, diverse industry. However, overproduction and water shortages may occur in areas of concentrated development and intensive water demand, especially in the sandstone aquifer and in selected areas served by the shallow aquifers. The amount, recharge, movement, and discharge of the groundwater is controlled by several factors, including precipitation, topography, drainage, land use and soil limitations.

In 2002, the Southeastern Wisconsin Regional Planning Commission (SEWRPC) published Technical Report 37 entitled, Groundwater Resources of Southeastern Wisconsin. The Report provided baseline information regarding groundwater availability and use in southeastern Wisconsin.

Groundwater occurs within three major aquifers that underlie the County. From the land's surface downward, they are: 1) the sand and gravel deposits in the glacial drift; 2) the shallow dolomite strata in the underlying bedrock; and 3) the deeper sandstone, dolomite, silts tone, and shale strata. Because of their proximity to the land's surface and hydraulic interconnection, the first two aquifers are commonly referred to collectively as the "shallow aquifer," while the latter is referred to as the deep aquifer. Within most of the County, the shallow and deep aquifers are separated by the Maquoketa shale, which forms a relatively impermeable barrier between the two aquifers. This shale layer is located in the eastern portion of the Town.

In 2003, the Wisconsin Legislature passed the Groundwater Protection Act (Act 310) which sets new standards and conditions for approval of high capacity wells by the Department of Natural Resources (DNR) and other requirements for the management of the use of groundwater. Under Act 310, groundwater management areas were established in Southeastern and Northeastern Wisconsin, most notably Waukesha and Brown Counties, respectively. Those areas were designated as such because declining groundwater levels have become a chronic concern.

Much of the groundwater in shallow aquifers originates from precipitation that has fallen and infiltrated within a radius of about 20 or more miles from where it is found. The deeper sandstone aquifers are recharged by downward leakage of water through the Maquoketa Formation from the overlying aquifers or by infiltration of precipitation in western Waukesha County where the sandstone aquifer is not overlain by the Maquoketa Formation and is unconfined. On the average, precipitation annually brings about 32 inches of water to the surface area of the County. It is estimated that approximately 80 percent of that total is lost by evapotranspiration. Of the remaining water, part runs off in streams and part becomes groundwater. It is likely that the average annual groundwater recharge to shallow aquifers is 10 to 15 percent of annual precipitation.

Groundwater quality conditions can, through improper construction or management, be impacted by such sources of pollution on the surface as infiltration of storm water runoff, landfills, agricultural fertilizer, pesticides, manure storage and application sites, chemical spills, leaking surface or underground storage tanks, and onsite sewage disposal systems. The potential for groundwater pollution in the shallow aquifer is dependent on the depth to groundwater, the depth and type of soils through which precipitation must percolate, the location of groundwater recharge

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areas, and the subsurface geology.

Compared to the deep aquifer, the shallow aquifers are more susceptible to pollution from the surface because they are nearer to the source in terms of both distance and time, thus minimizing the potential for dilution, filtration, and other natural processes that tend to reduce the potential detrimental effects of pollutants. Isolated cases of contamination have been identified in portions of Waukesha County. Such problems can often be traced to runoff pollution sources, septic system discharges, and chemical spills or leakage.

In the far western portion of the County, there is no confining impermeable layer of rock between the glacial drift and the sandstone aquifer. This is cause for concern in planning for the future development of that area. Urban development adversely affects both the quantity and quality of recharge water, especially where the aquifer is overlaid by outwash, end moraine, or other highly permeable glacial material. An increase in the area of impervious surfaces such as pavement affects the recharge of the sandstone aquifer by diverting larger amounts of precipitation into surface drainage courses as runoff, rather than allowing it to percolate into the ground.

### D. Air Quality

The Clean Air Act requires the U.S. Environmental Protection Agency (EPA) to set national ambient air quality standards (NAAQS) for six criteria pollutants (carbon monoxide, lead, nitrogen dioxide, particulate matter, ozone, and sulfur oxides) which are considered harmful to public health and the environment. Areas not meeting the NAAQS for one or all of the criteria pollutants are designated as non-attainment areas by the EPA. In areas where observed pollutant levels exceed the established NAAQS and which are designated as "non-attainment" areas by the EPA, growth and development patterns may be constrained. For example, major sources of pollutants seeking to locate or expand in a designated non-attainment area, or close enough to impact upon it, must apply emission control technologies. In addition, new or expanding industries may be required to obtain a greater than one-for-one reduction in emissions from other sources in the non-attainment area so as to provide a net improvement in ambient air quality. Non-attainment area designation may therefore create an economic disincentive for industry with significant emission levels to locating or expanding within or near the boundaries of such an area. In order to eliminate this disincentive and relieve the potential constraint on development, it is necessary to demonstrate compliance with the NAAQS and petition EPA for redesignation of the non-attainment areas.

The Southeastern Wisconsin Region currently meets all but the ozone NAAQS, and the EPA has designated a single six-county ozone non-attainment area within the Region which is made up of Kenosha, Milwaukee, Ozaukee, Racine, Washington, and Waukesha Counties. Ozone is formed when precursor pollutants, such as volatile organic compounds and nitrogen oxides, react in the presence of sunlight. The ozone air quality problem within the Region is a complex problem because ozone is meteorologically dependant. In addition, the ozone problem in the Region is believed to be attributable in large part to precursor emissions which are generated in the large urban areas located to the south and southeast and carried by prevailing winds into the Region. The ozone

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problem thus remains largely beyond the control of the Region and State and can be effectively addressed only through a multi-state abatement effort. Over the past decade, the combination of local controls and offsets implemented within and external to the Region, along with national vehicle emissions control requirements have resulted in a significant improvement in ambient air quality within the Region as well as nationally, and projections of future emissions indicate a continued decline in precursor emissions and a continued improvement in air quality.

### E. Soil Types

Physical properties and limitations exhibited by the soils within the Town of Oconomowoc are a key consideration to be utilized for an effective planning program. Development should only be permitted where suitable soils are demonstrated to exist and where the long-term suitability for the uses proposed can be supported. At the same time these sensitive soils, if developed, will contribute to a loss of ground water recharge, groundwater pollution or unnecessary drainage of wetlands and can be protected through sound land use planning practices. The maps which are inventoried show those areas of the Town of Oconomowoc that exhibit soils with severe limitations for onsite sewage disposal systems and those areas which exhibit good agricultural suitability characteristics, i.e., prime agricultural soils as well as well-drained soils of state-wide significance. Generally, the soils, which are not suitable for onsite sewage disposal systems are located in wetland complexes both adjacent to water bodies or in isolated conservancy areas. The southern half of the Town of Oconomowoc generally has Fox and Casco type soils which are well drained, sandy, gravelly soils which in accordance with the current COMM 83 standards are acceptable for on-site sewage disposal systems. It should be further noted, that the U.S.D.A. has rated many of these permeable soils with an unsuitable rating for onsite sewage disposal systems because of their permeability being too fast to effectively attenuate the contamination of septage. In the absence of centralized public water supply system within the Town individuals must rely on shallow wells for a potable water supply. These types of wells are recharged from rainfall and runoff and subject to contamination from local sources. Urban development utilizing onsite sewage disposal systems may, if poorly planned and located, result not only in surface water pollution but in groundwater pollution and contamination of individual shallow wells, which can cause serious public health hazards. See Map 13.

### F. Wetlands

There are lots of wetlands within the Town of Oconomowoc and as can be expected, many of them are associated with the various water courses within the Town. Specifically along the Ashippun River, Rosenow Creek and the Oconomowoc River. There are also large wetlands in other areas of the Town which are not directly associated with a lake, river or stream. See Map 14 of major wetlands and woodlands. Many of these additional wetland areas exist on state or county owned land, ensuring their preservation.

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### G. Water Bodies

The Town contains several large water bodies as well as several water courses. Lac La Belle and Fowler Lake occupies a large part of Sections 19, 20, 30, 29, 32 and 31. They are 1,117 and 78 acres, respectively and are connected to Okauchee Lake on the east side of the Town by the Oconomowoc River. Okauchee Lake, only a portion of which is within the Town, occupies a large portion of Section 25, parts of Sections 23, 24, 35 and 36. It is 1,187 acres, of which about half is within the Town. Okauchee and Lac Labelle are the 3<sup>rd</sup> and 4<sup>th</sup> largest lakes in Waukesha County, respectively. Additionally, located in Section 15 is Ashippun Lake, which is 84 acres. Smaller lakes include: Crystal Lake, Mapletown Lake, Tamarack Lake, Florence Lake and Upper Oconomowoc Lake, which is formed partially by the Oconomowoc River connection between Okauchee and Lac La Belle. Monterey Mill Pond has been formed on Ashippun River in Section 9 by the dam.

The Ashippun River, enters the Town in Section 2, and runs through Sections 1, 2, 11, 10, 15, 9, 8, 5, 6 and 7 for 11 miles on its way to the Rock River. Rosenow Creek begins in Section 35 and flows north through Sections 27 and 28 to its point of entry into Lac La Belle in Section 29. As noted previously the Oconomowoc River flows from Okauchee Lake to Fowler Lake/Lac LaBelle. See Map 14.

### H. Wildlife

Within the Town of Oconomowoc, there are no known species that are on the Federal Government's threatened or endangered lists. The following are categorized by the Wisconsin DNR:

The Slender Madtom, a fish, is the only species listed as endangered in the Town, while the Pugnose Shiner and the Ellipse (mussel) are the only ones listed as threatened species.

There are 6 species classified as special concern:

Black-crowned Night-heron	American Eel	Banded Killifish
Least Darter	Farwell's Water-milfoil	Lake Chubsucker

Two plant communities within the Town are listed in the Natural Heritage Inventory, but communities are not given a status such as endangered, threatened or special concern. They are the Emergent Marsh and the Southern Tamarack Swamp (rich).

### **5.2 Planning Documents that Pertain to the Boundary Adjustment Area**

*Master Land Use Plan*, see Appendix A and Maps 15a and 15b.

Land Division Ordinance, see Appendix A

*A Comprehensive Development Plan for Waukesha County* - for information see §3.4 above

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### 5.3 Existing Ordinances that Affect the Boundary Adjustment Area

*Waukesha County Basic Zoning Ordinance*, See Appendix A

*Waukesha County Shoreland and Floodland Protection Ordinance*, see Appendix A

*Waukesha County Shoreland and Floodland Subdivision Control Ordinance*, see Appendix A.

*Waukesha County Storm Water Management and Erosion Control Ordinance*

### 5.4 Existing Public Facilities

#### A. Sewer and Water

The Town of Oconomowoc does not provide water service. All homes in the Town have private wells. The Town of Oconomowoc has two Sanitary Districts and one Utility District that provide sewer services. Mary Lane Sanitary District is located on the southwest corner of Lac LaBelle, just north of and adjacent to the City of Oconomowoc boundary. Blackhawk Sanitary District is located on the central east shore of Lac La Belle off STH 67 on the north side of the City of Oconomowoc. The Town of Oconomowoc Utility District #1 serves a residential area just north of STH 16 around portions of Okauchee Lake. The remainder of the Town is served by private onsite wastewater systems.

#### B. Storm Water Management

The Town of Oconomowoc is currently under the Waukesha County Storm Water and Erosion Control Ordinance.

#### C. Transportation

The Town is served by State Highway 67 which runs north and south in the western third of the Town connecting to State Highway 16 which runs east and west just south of the Town boundaries and then to Interstate 94, located in the Town of Summit. Interstate 94 provides access to Milwaukee and Madison as well as points beyond. Park and Ride lots are located at the STH 67 interchange on I-94 as well as STH 67 and Lang Road, and at CTH P and STH 16. County Highway P provides another important north-south route in the eastern third of the Town also connecting to STH 16. Pennsylvania St runs north from Lac La Belle to the Town's northern boundary along the section lines. In a similar fashion Norwegian Road runs north from County K, just north of Okauchee Lake to the Town line along the west section lines of the eastern most sections. Crossing the Town east to west is Mapleton Road, also known as County Trunk Highway CW along the southern section line of Sections 1-6, and County K which runs from the Town's eastern boundary to STH 16 in the in the southern third of the Town.

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Bus service is available to Milwaukee and Madison on Badger Bus line from the Park & Ride at I-94 and bus service is available from downtown in the City of Oconomowoc to downtown Milwaukee on Coach USA bus line.

### D. Police and Fire

The Town of Oconomowoc has 12 full time sworn officers, which includes a Chief, Lieutenant, Sergeant, Investigator and 8 patrol officers. In addition to full time patrol duties the Town also operates a boat patrol during the summer consisting of 2 patrol boats and a personal water craft on the larger lakes in the Town.

### E. Private Utilities

The Town does not provide garbage pick up so property owners make arrangements with Onyx or Waste Management. Phone service is provided by two phone companies depending on what area of the Town the property is located. Service is provided by AT & T as well as Verizon. Cable TV is provided to some of the Town by Time/Warner Cable. WE Energies services the Town of Oconomowoc for gas. For electric services, the Town is serviced by the City of Oconomowoc or WE Energies depending on location.

### F. Park and Recreation Facilities

In the 1970's, the Waukesha County Park and Planning Commission's staff prepared an Outdoor Recreation Plan for the Town of Oconomowoc. That Plan, assigned an acreage requirement for park categories per 1,000 population and should be evenly distributed throughout the township. The study also indicated that a standard of 10 acres per 1,000 people is used as a basis for evaluating community programs. This acreage standard is distributed among the following types of parks: play lots (1.0 acre per 1,000 persons), playfields (1.5 acres per 1,000 persons), neighborhood parks (2.5 acres per 1,000 persons), and community parks (5 acres per 1,000 persons).

The Town of Oconomowoc contains 1 golf course, the Oconomowoc Golf Club with 168.7 acres. The Department of Natural Resources owns approximately 265 acres of land consisting of principally wetlands and located in the northwest corner of Section 4, containing 82 acres; 74 acres in the west one-half of Section 15; 115 acres in the north portion of Section 16; and 10.9 acres in the southeast corner of Section 29. Generally these areas are used for public open space purposes. The area located in Section 15 in the Town of Oconomowoc also contains a boat launch, which the Waukesha County Park and Planning Department operates. There are other Open Space lands within the Town of Oconomowoc owned by Waukesha County and located in Saddlebrook Farms. The Misty Meadows Homeowners Association and Lakeview Acres Homeowners Association also have private recreational areas for their residents.

The Mapleton Community Center, owned by the Town, which is approximately 24 acres is located in Section 11 and is divided by the Ashippun River. The main facility on the subject property

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is a Community Hall, which is used for club meetings, activities and community affairs. The park is considered a community park-type as it is not within walking distance of a concentrated population area and most users of the subject property must drive to the site.

The Okauchee Lions Club also owns an approximately 14 acre parcel in Section 36 which facilitates large celebrations and carnivals in addition to family picnics and after school ballgames. This park has significance because it is accessible to nearby residents who make up a large majority of the population in the Town of Oconomowoc, it attracts people from outside and attracts people from outside the township as it has good highway access.

School playgrounds as long as playgrounds remain open for public use during non-school year hours, they can be classified as neighborhood parks. The Brown Street School site, which is located in Section 22 contains playground apparatus and grass athletic field. Use of this site is limited due to the location as it is away from the population concentration.

The Okauchee School, which is located on an approximately 8 acre parcel and in Section 35, is in a more populated area and has limited area for recreational needs but can be considered a neighborhood facility. The Town of Oconomowoc must recognize that recreation use is essential to the welfare and happiness of their citizens. Too often recreation is considered less important than other community programs. Lands unsuited for recreation purposes are often devoted to such uses without regard for the impact they may have on recreational needs. This often results in community officials being reluctant to invest additional public funds to upgrade said facilities. The Town of Oconomowoc should address the recreational issues by working with the School District in order to utilize open spaces, which are only available on a limited basis.

### G. Library Services

The Town does not have a library. Citizens of the Town may use the City of Oconomowoc library or neighboring libraries under the Waukesha County Federated Library System.

### H. Historic Areas

There is one location within the Town of historical interest, the Okauchee House, which is listed on the National Register of Historic places.

## **5.5 Social and Economic Attributes of the Area**

### A. School Districts:

The entire Town is served by the Oconomowoc Area School District. The only building physically located within the Town is Meadow View Elementary School just west of CTH P and north of CTH K. Other primary, middle and high schools are located in the City of Oconomowoc, Town of Summit, and Town of Ixonia. See description under Town of Summit for more information.



Oconomowoc

B. Housing Analysis

**TABLE 1  
Population**

	Town of Oconomowoc	Waukesha County
Population: 1980	7,340	280,203
Population: 1990	7,323	304,715
Population: 2000	7,451	360,767
Population: 2007 DOA Est.	8,173	381,651
Median Age (2000)	39.7	38.1

Source: Wisconsin Dept. of Administration & 2000 US Census, DP-1 Profile of General Demographic Characteristics

The Town of Oconomowoc's population is fairly evenly distributed between age groups: 27.8% are 19 years or younger, 41.2% are between 20 and 54 years of age; and 20.9% are older than 55. Seventy percent of households are comprised of a married-couple family, and 30.8% of those include children under the age of 18. Of those citizens over the age of 25 at least 93% had obtained a high school diploma or better.

**TABLE 2  
Area Housing Data**

	Town of Oconomowoc	Waukesha County
Total Housing Units	3,045	140,309
Occupied	2,765	135,229
Owner Occupied Housing Units	2,338	103,373
Renter Occupied	427	31,856
Vacant	280	5,080
Median Value	\$197,500	\$170,400

## Oconomowoc

	Town of Oconomowoc	Waukesha County
Median Gross Rent	\$851	\$726

Source: Wisconsin Department of Administration & 2000 US Census, DP-1 Profile  
of General Demographic Characteristics

Ninety-four point five percent of the Town's housing stock is made up of single units, either detached or attached (94.5%). Housing that is located in structures consisting of 2 units account for 3.2% of the available housing, while structures with more than 3 units accounts for 2.3%, (there are no structures with more than 20 housing units). The majority of the housing stock has been built since 1940, with the largest amount in 10 years having been built between 1970 and 1979 (22.8%), 20.2% between 1940 and 1959, 18.6% before 1939. Twenty four point two percent of housing has been built since 1980.

**TABLE 3**  
**Area Income Data**

2000	Town of Oconomowoc	Waukesha County
Median Household Income	\$ 68,676	\$ 62,839
Per Capita Income	\$ 37,244	\$ 29,164
Households Below Poverty Level:		
Families	2.0%	1.7%
Families headed by females	9.3%	8.8%
Individuals	2.4%	2.7%

Source: Wisconsin Department of Administration & 2000 US Census, DP-1 Profile of General  
Demographic Characteristics

### 5.6 Boundary Adjustment Plan

The existing boundary between the Town of Summit and Town of Oconomowoc will remain substantially as it currently exists, except for a portion that will be transferred to Oconomowoc. See Map 16 and below. This transfer is being made to combine a disconnected portion of the Town of Summit with the Town of Oconomowoc so that it can effectively and efficiently be provided with municipal services and facilities which are not readily available from the Town of Summit, due to its location.

## Oconomowoc

### A. Duration of Planning Period

Upon the transfer of territory to the Town of Oconomowoc, the boundaries shall be permanent, thus the period is indefinite.

### B. Proposed Boundary Changes and Conditions Which Will Trigger Changes

The Town of Summit will transfer a portion of the Town to the Town of Oconomowoc. This transfer shall be effective upon approval of this Plan by the Department of Administration and a written agreement between the Town of Summit and the Town of Oconomowoc, with sewer RECs for said parcels being transferred to the Town of Oconomowoc simultaneously. The area to be transferred is in the far northeastern corner of Section 1 and can be seen in Map 16. It is an area that is isolated from most of the Town of Summit and can be better served by the Town of Oconomowoc in terms of municipal facilities and services.

### C. Impacts of Development on Land Within the Boundary Adjustment Area

No impacts of a significant nature are expected on the topography, on geology, groundwater, air quality, soil types, wetlands, water bodies or wildlife of the region are envisioned as a result of entering into this Plan. Development within this area will in accord with the Town of Oconomowoc's land use plan or has already been developed and not as a result of this Cooperative Boundary Plan.

### D. Service Provisions

Responsibility for the provision of services shall remain with each municipality, except for that area which is transferred to the Town of Oconomowoc, which will then be responsible for providing services to that area.

### E. Boundary Adjustment Area Land Use Plan

There is no Land Use Plan created under this Plan for the portion of Summit that is transferred to the Town of Oconomowoc. The territory to be transferred to Oconomowoc will be governed by the Waukesha County Comprehensive Development plan until Oconomowoc amends its existing land use plan to provide planning for this area. There are no other common boundaries between the 2 Towns and therefore no opportunity to or need to create a land use plan as part of this Plan.

Should the Town of Summit successfully incorporate as a village, the Village of Summit shall not exercise its rights under §62.23(7a), Stats. (extraterritorial zoning) or §236.45, Stats. (extraterritorial plat review), without the prior approval of the Town of Oconomowoc.

## Oconomowoc

### F. Environmental Evaluation

No impacts are expected as a result of this boundary Plan as all development either has occurred or will be as previously planned.

### G. Permit and Ordinance Requirements

The territory transferred to Oconomowoc will be subject to Oconomowoc's permit and ordinance requirements.

### H. Additional Obligations of Summit and the Town of Oconomowoc

The Town of Summit is seeking incorporation which is one reason for entering into this Plan with the Town of Oconomowoc. As part of that effort, Summit has asked for the Town's support. The Town of Oconomowoc has agreed not to object to any efforts on the part of Summit to incorporate under the laws of the State of Wisconsin. In addition, should Summit be successful in its incorporation efforts, it agrees that it shall not exercise the annexation authority found in Chapter 66 within the Town of Oconomowoc without written approval of the Town of Oconomowoc.

There are no additional obligations imposed on Summit or Oconomowoc under this Plan.

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## **6.0 TOWN OF OTTAWA**

The Town of Ottawa is located directly south of the Town of Summit and is bordered by the Town of Genesee to the east and the Town of Eagle to the south. The Village of Dousman occupies a portions of Sections 3, 4 and 9. A portion of the Village of North Prairie extends into Section 36. To the west Ottawa is adjacent to the Town of Sullivan in Jefferson County. See Maps 1 and 1a.

### **6.1 Existing Environmental Conditions**

#### **A. Topography**

The topography, or relative elevation of the land surface, in the Town of Ottawa is determined generally by the configuration of bedrock geology which underlies the surficial glacial deposits left by meltwater from retreating glaciers thousands of years ago. The physiographic features of the Town include a level organic plain in the northwest corner, which is part of the extensive Bark River floodplain, a nearly level outwash plain which is comprised of glacial surface deposits that resulted beyond the edge of the ice sheet lying from either side of a line formed by C.T.H. "Z" easterly to approximately the alignment of S.T.H. "67". East of S.T.H. "67", the physiographic feature which predominates is the inter-lobate Kettle Moraine characterized by rough and varied kames and kettles often covered by oak hickory forests and pine plantations, a large portion of which is located within the Kettle Moraine State Forest project boundary in the Town of Ottawa. See Map 17.

#### **B. Geology**

Throughout most of Ottawa (approximately 3/4 of the Town) glacial deposits are fairly shallow, with bedrock at a depth between 20 to 100 feet. There is a small area where bedrock is located at less than 20 feet. In the north west corner of the Town bedrock is much deeper, from 100 to 400 feet.

#### **C. Groundwater**

Currently, there are concerns being voiced in Southeastern Wisconsin regarding the adverse impacts of development (residential as well as commercial and industrial) on the groundwater aquifer(s) in the area since this resource is not always easily replenished (recharged). This is a valid concern in the 21<sup>st</sup> century as water is a natural resource that is available in limited quantities and is susceptible to overuse, pollution, and depletion

#### **D. Air Quality**

Currently all of Waukesha County is considered a federal non-attainment area for meeting standards of ozone pollution, representing emissions of volatile organic compounds.

## Ottawa

### E. Soil Types

There are six general soil associations present in the Town of Ottawa and include:

Houghton-Palms-Adrian Association. These are described as very poorly drained organic soils in depressions on old lake beds and on Floodplain. This soil is exhibited in the Town of Ottawa in the Floodplain associated with both the Scuppernong and Bark River drainage systems and in the extensive poorly drained areas around, and north of, Pretty Lake, Reasons Lake, Larkin Lake and School Section Lake, all of which drain northwesterly into the Bark River system.

Casco-Rodman Association. These soils are excessively drained to well-drained soils that have a subsoil of gravelly, sandy loam and clay loam. They are shallow, and lie over sand and gravel in the Kettle Moraine region of the Town. The soils are shown to exist in the southeastern quadrant of the Town of Ottawa primarily south of C.T.H. "C" and east of S.T.H. "67".

The Hochheim-Theresa Association. These are well-drained soils that have a subsoil of clay loam and silty clay loam, and are formed in thin loess and loam glacial till on ground moraines. These soils are exhibited in the southwesterly portion of the Town of Ottawa.

The Fox-Casco Association. These soils are well-drained soils that have a subsoil of clay loam, with moderately deep to shallow horizons over sand and gravel, and are found on outwash plains and stream terraces. This soil association is exhibited only in the extreme northwestern corner of the Town of Ottawa.

The Warsaw-Lorenzo Association. These are well-drained soils that have a subsoil of clay loam, and are formed over moderately deep sand and gravel on outwash plains and river terraces. These soils are found in and around the Village of Dousman on either side of the Scuppernong Creek floodplain and extend to the southwest between S.T.H. "67" and C.T.H. "C" out to approximately the intersection of "67" and "C".

The Boyer-Oshtemo Association. These are well-drained soils with a subsurface of sandy loam and sandy clay loam underlain by sandy material found on outwash plains. The Boyer-Oshtemo soils are found adjacent to the Houghton-Palms-Adrian Association on slightly more upland situations and cover a significant area of the Town of Ottawa. See Map 18.

### F. Wetlands

In 1995 there were approximately 4,881 acres in the Town covered by wetlands. A great majority of wetlands are located in the nearly level outwash plain west of STH 67 and almost no wetlands are exhibited within the interlobate Kettle Moraine. Large wetland areas are associated with the Bark River, Scuppernong Creek, and other intermittent streams are distributed throughout the Town. See Map 19.

## Ottawa

### G. Water Bodies

There are nine (9) identified lakes in Ottawa Town. The largest lake is School Section Lake at 125 acres of surface area and the smallest is Reasons Lake at 12 acres. In the SEWRPC classification of lakes, only Hunters Lake at 65 acres, Pretty Lake at 64 acres, and School Section Lake qualify as major lakes. The other lakes in the Township are designated as minor lakes having surface waters less than 50 acres in area.

Streams are classified as either perennial or intermittent streams, perennial streams are those which flow continuously year round, except under unusual drought conditions. Scuppernong Creek, the Bark River, the Scuppernong River and Jericho Creek are examples of perennial streams in the Town of Ottawa. There are numerous agricultural drainage ditches which are both intermittent and perennial in the Town of Ottawa, with many of them occurring in the School Section Lake sub watershed.

Floodland delineations have been prepared on the basis of engineering studies for the Scuppernong Creek and Bark River portions of the Town of Ottawa. The remaining floodlands in the Town of Ottawa at this time are based upon examination of local knowledge of historic floods, land use patterns, soils and topography. The areas without the benefit of engineering studies have been designated on a priority schedule with the State Department of Natural Resources as areas to be studied in order to determine, prepare, and promulgate specific profiles and elevations of flood hazard extent. See Map 19.

### H. Wildlife

Wildlife in the Town of Ottawa includes upland game such as rabbit, fox, white-tailed deer, raccoon, opossum, and squirrel; upland game birds, including turkey, Hungarian partridge, and pheasants; and waterfowl. Hunters Lake, Pretty Lake, and School Section Lake provide good environments for desirable forms of plant and animal life. Rooted aquatic plants and algae play an important role in the ecology of these lakes. Plants such as pondweeds, rushes, cattails, coontails and water milfoils provide valuable food and shelter for fish, other aquatic life and for wildlife. Game fish species present at Hunters Lake and Pretty Lake include northern pike, large mouth bass, and pan fish. School Section Lake also is reported to have walleye present.

Within the Town the State has identified the following as endangered, threatened, and of special concern, none are listed on the Federal lists:

Endangered:

Slender Madtom

Worm-eating Warbler

## Ottawa

### Threatened:

Blanding's Turtle	Red-shouldered Hawk	Ellipse
Ozark Minnow	Forked Aster	Cerulean Warbler
Hooded Warbler	Kitten Tails	Beaked Spikerush
Small White Lady's Slipper	Kentucky Warbler	

### Special Concern:

Wilcox Panic Grass	Banded Killifish	Lake Chubsucker
Midwestern Fen Buckmoth	Elfin Skimmer	Lesser Fringed Gentian
Slender Bog Arrow Grass	Mulberry Wing	Common Bog Arrow Grass
Ohio Goldenrod	Few-flower Spikerush	Broad-winged Skipper
River Bluet	Highland Dancer	An Owlet Moth
Many Heded Sedge	Torrey Sedge	Autumn Coral Root

Primary environmental corridors encompass large areas of the Town and are located within the Kettle Moraine State Forest Southern Unit, along the Bark River and Scuppernong Creek, along other streams throughout the Town, and around the shorelines of lakes. These corridors encompassed a total area of about 10,149 acres, or about 45 percent of the total area of the Town. Secondary environmental corridors encompass an intermittent stream and associated wetlands in the northeast portion of the Town and link primary environmental corridors in the western portion of the Town for a total of about 105 acres, or approximately 1 percent of the total area of the Town. In addition, there are 228 acres of isolated natural resource areas associated with various wetlands and woodlands scattered throughout the Town.

### 6.2 Planning Documents that Pertain to the Boundary Adjustment Area

*Town of Ottawa Master Land Use Plan*, 2006, see Appendix A, also see Map 20.

*A Comprehensive Development Plan for Waukesha County* - for information see §3.4 above

### 6.3 Existing Ordinances that Affect the Boundary Adjustment Area

*Waukesha County Basic Zoning Code*, see Appendix A.



## Ottawa

*Waukesha County Shoreland and Floodplain Protection Ordinance*, see Appendix A.

*Waukesha County Shoreland and Floodland Subdivision Control Ordinance*, see Appendix A

*Waukesha County Storm Water Management and Erosion Control Ordinance*

### **6.4 Existing Public Facilities**

#### **A. Sewer and Water**

The Town is served by private onsite wastewater systems. It has also entered into an agreement with the Village of Dousman to obtain sanitary sewer service in 4 areas of the Town. However, no connections have been made at this time to Dousman's system.

#### **B. Storm Water Management**

The Town of Ottawa is under the control of the Waukesha County Storm Water and Erosion Control Ordinance. Permits are issued by the Land Resources Division of the Waukesha County Department of Parks and Land Use.

#### **C. Transportation**

The road network of the Town of Ottawa provides efficient access to the arterial transportation system serving the entire Milwaukee metropolitan area. S.T.H. "67", running north/south through the Town, provides easy access to I-94 to the north, as well as to I-43 to the south. S.T.H. "18", at the north edge of the Town, provides easy east/west travel to Waukesha and Milwaukee and to points to the west. The arterial highway network needed to serve the existing and probable future traffic demands in the Town of Ottawa to the year 2020 is in place as shown on the recommended Land Use Plan Map. The arterial network in the Town is identical to that set forth for the Town of Ottawa in the adopted Jurisdictional Highway System Plan for Waukesha County (Land Use Plan, Map V-4) and the SEWRPC's 2010 Transportation Plan (Land Use Plan, Map V-5). Another map resource that factors into development along the Town's road system is the adopted Street and Highway Width Map (Land Use Plan, Map V-6) which designates established right-of-way widths for all roads located in the Town of Ottawa.

The current plan envisions a network of 74.34 miles of roads in the Town, all of which have been constructed. There are 24.23 miles of US, State, County and Town arterial roads; 20.52 miles of County and Town collector roads; and 29.59 miles of local Town access roads to serve the Town. Additional local roads will be constructed to service future subdivision development. Certain roads in the town offer pleasing aesthetic drives through scenic landscapes. Portions of these roads have been designated as part of the Kettle Moraine Scenic Drive system.

## Ottawa

### D. Police and Fire Services

Fire protection is provided by the Dousman Fire District fire department consisting of a approximately 48 volunteer fire fighters. The Dousman Fire District provides fire and rescue services, via an intra-municipal contract involving the Town of Summit, the Town of Ottawa, and the Village of Dousman.

### E. Utilities

The Town is provided gas and electric service by WE Energies. CenturyTel provides phone service and Time Warner provides cable as well as phone service over its cable lines.

### F. Park and Recreation

There are five Town-owned sites including a 26-acre Town park located in the central portion of the Town; a one-acre natural spring site; and 3 one-acre public access sites, 2 located along the western shoreline of Pretty Lake and 1 located on the southern shoreline of Hunters Lake.

Ottawa Town Park offers three regulation softball fields, one teeball field, five soccer fields sized for the age of the athletes and two sand volleyball courts. In addition, the Borgstrom Pavilion offers picnic, restroom and concession facilities. Several picnic shelters and little-kid playgrounds are located throughout the park. Plans to add walking paths, a wooded glade picnic area, another small playground and enhanced plantings are being developed

The Town of Ottawa provides youth sports and recreation activities through the Kettle Moraine recreation Association. In turn, the KMRA uses Ottawa Town Park as its home field for soccer, teeball, softball and baseball programs. In addition, the town sponsors a swimming program held at Ottawa Lake. Several adult leagues also use Town Park facilities for softball and sand volleyball. The Town Park also is the site of a privately-run soccer camp for youth held each summer.

Additionally, there are 17 sites encompassing 3,827 acres, or about 79 percent of the total park and open space site acreage, that are publicly owned. Most of the public land within the Town is located within the Kettle Moraine State Forest Southern Unit, managed by the Wisconsin Department of Natural Resources (DNR). A 6 mile Section of the Glacial Drumlin Trail, also owned and maintained by the DNR, is located in the northern portion of the Town. In addition, a nine-mile Section of the Ice Age National Scenic Trail, managed by the Ice Age Park and Trail Foundation, is located in the eastern portion of the Town.

### G. Library Services

The Town of Ottawa does not have a library. Citizens within the Town utilize the City of

## Ottawa

Oconomowoc library as well as other libraries in the Waukesha Federated Library System, for which the Town contributes funding.

### H. Historic

There are no sites listed on either the National or State historic registries within the Town of Ottawa. The Hunter Farm on Highway 67 is a potentially eligible historic site that needs additional evaluation per Waukesha County. There are several sites that have been evaluated but which are not eligible for historic designation located in the Kettle Moraine State Forest, Southern Unit.

## 6.5 Social and Economic Attributes of the Area

### A. Shopping and Social Customs

Grocery stores, service providers and retail stores are located elsewhere and therefore most shopping by citizens in the Town occurs in the City of Oconomowoc, the Village of Dousman and the Village of Wales. There are a number of churches located in the Town.

### B. Schools

Almost the entire Town is served by the Kettle Moraine School District. For information on the District see the information found in the Town of Summit portion of this Plan at §3.7 (A).

### C. Housing Analysis

**TABLE 1**  
**Population**

	Town of Ottawa	Waukesha County
Population: 1980	2,795	280,203
Population: 1990	2,988	304,715
Population: 2000	3,758	360,767
Population: 2007 DOA Est.	3,842	381,651
Median Age (2000)	41.1	38.1

Source: Wisconsin Dept. of Administration & 2000 US Census, DP-1 Profile of General Demographic Characteristics

## Ottawa

Close to 40% of the Town of Ottawa's population is between 35 and 54 years of age; 28.9% is 19 and under, 11.1% is 20 to 34 years old and 22.4% is 55 and older. Family households make up 80.9% of the households, with 74% consisting of a married couple family. Of those citizens over the age of 25 at least 95.2% had obtained a high school diploma or better.

**TABLE 2**  
**Area Housing Data**

	Town of Ottawa	Waukesha County
Total Housing Units	1,436	140,309
Occupied	1,375	135,229
Owner Occupied Housing Units	1,232	103,373
Renter Occupied	143	31,856
Vacant	61	5,080
Median Value	\$197,400	\$170,400
Median Gross Rent	\$944	\$726

Source: Wisconsin Department of Administration & 2000 US Census, DP-1 Profile of General Demographic Characteristics

Ninety-three percent of the Town's housing stock is made up of single units, either detached or attached. Only 3 housing structures each containing 2 units exist in the Town accounting for 0.2% of the housing stock. There are 96 units, located in structures that consist of 20 or more units which constitutes 6.8% of the housing stock. No other types are found in the Town. Twenty-eight and nine-tenths percent of the housing stock was built before 1959. Twenty-one and five tenths percentage of housing was built between 1970 and 1970. The next largest housing period growth is between 1990 and 1998 with 32% of the housing built.

Ottawa

**TABLE 3**  
**Area Income Data**

2000	Town of Ottawa	Waukesha County
Median Household Income	\$ 64,493	\$ 62,839
Per Capita Income	\$ 30,977	\$ 29,164
Households Below Poverty Level:		
Families	0.7%	1.7%
Families headed by females	-	8.8%
Individuals	1.7%	2.7%

Source: Wisconsin Department of Administration & 2000 US Census, DP-1 Profile of General Demographic Characteristics

## 6.6 Boundary Adjustment Plan

The existing boundary between the Town of Summit and Town of Ottawa will remain as it currently exists. See Map 1. No territory will be transferred between the two municipalities.

### A. Duration of Planning Period

The planning period is indefinite as the boundaries will not be changing under this Plan and are intended to remain the same as they currently are.

### B. Proposed Boundary Changes and Conditions Which Will Trigger Changes

Because the boundary between the Town of Summit and the Town of Ottawa will remain as it currently exists, there will be no territory shifted from one to the other.

### C. Impacts of Development on Land Within the Boundary Adjustment Area

No impacts of a significant nature are expected on the topography, on geology, groundwater, air quality, soil types, wetlands, water bodies or wildlife of the region are envisioned as a result of development occurring under this Plan. All development will occur as already planned for by each Town or has already been developed and not as a result of this Cooperative Boundary Plan.

### D. Service Provisions

All services shall remain as currently provided by either Summit or Ottawa.

## Ottawa

### E. Boundary Adjustment Area Land Use Plan

Because there is no boundary adjustment under this Plan between Summit and Ottawa, the existing land use plan in each municipality remains the same and will be applicable within the appropriate municipality. Should the Town of Summit successfully incorporate as a village, Summit shall not exercise its rights under §62.23(7a), Stats., (extraterritorial zoning), or §236.45, Stats., (extraterritorial plat review), within the Town of Ottawa without the approval of the Town of Ottawa.

### F. Environmental Evaluation

No impacts are expected as a result of this boundary Plan as all development either has occurred or will be as previously planned within each Town.

### G. Permit and Ordinance Requirements

There are no requirements necessary as a result of this Plan as each municipality will continue to issue permits and monitor and regulate ordinance compliance within its boundaries.

### H. Additional Obligations of the Town of Summit and Town of Ottawa

1. The Town of Summit is seeking incorporation which is one reason for entering into this Plan with the Town of Ottawa. As part of that effort, Summit has asked for the Town's support. The Town of Ottawa has agreed not to object to any efforts on the part of Summit to incorporate under the laws of the State of Wisconsin. In addition, should Summit be successful in its incorporation efforts, it agrees that it shall not exercise the annexation authority found in Chapter 66 within the Town of Ottawa without written approval of the Town of Ottawa.
2. Shared Services Committee. Summit and Ottawa shall create a Shared Services Committee which shall consider the feasibility of sharing services including, but not limited to police protection, public works, parks, and other community services for the betterment of both communities.
  - a. The SSC shall be comprised of 3 members from Summit and 3 from Ottawa.
  - b. The head of each governing body shall each be a member of the SSC. The remaining members of the SCC shall be appointed by the respective municipality's head of the governing body. Each municipality shall appoint 1 member from their respective Plan Commission and 1 from the governing body of the respective municipality.
  - c. The SSC shall serve as an informal, advisory body and its determinations and recommendations will not be binding on either municipality.

Ottawa

d. In order to make a recommendation, a majority of the Members from each municipality who are present at the meeting must join in the recommendation.

3. There are no additional obligations of Summit or Ottawa under this Plan.

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## Dousman

### 7.0 VILLAGE OF DOUSMAN

The Village of Dousman is centrally located in the western part of Waukesha County. It is surrounded by the Town of Ottawa to the east, south and west and by the Town of Summit to the north. See Maps 1 and 1a.

#### 7.1 Existing Environmental Conditions

##### A. Topography -

The Village of Dousman is relatively flat within its municipal limits; however there are two locations with steep slopes within the Village. The southern and eastern edges of Spring Lake slope downward toward the lake at a slope that may prohibit future development. The second location is immediately west of Dousman Middle School where steep slopes surround a small depression. Within the Village, elevations range from 902 feet above the mean sea level behind Dousman Elementary School and 846 feet above the mean sea level located in the southern portion of the Utica Lake Subdivision along the Scuppernong Creek. The southern moraines are located immediately to the east of the Village known as Kettle Moraine. The moraines consist of steep land forms created while the glaciers retreated from the area. See Map 21.

##### B. Geology

The land forms within the Village were created when the glaciers shifted and finally receded from the area leaving the moraines and outwash where the Village is located. There are several significant geologic areas in the vicinity of the Village. The first is a Kettle Moraine Interlobate Moraine, which is considered a geological area of statewide or greater significance, consisting of a complex system of irregular, knobby ridges located in the area owned by the Waukesha Land Conservancy. Three other locations near the Village are identified as areas of local significance including Hunter's Bluff, an unnamed bluff, and a quarry. These are located immediately east of the Village south of STH 18.

Bedrock is typically a detriment to future development when located within four feet of the surface of the ground. There have not been any locations identified within the Village consisting of bedrock shallow enough to cause issues for future development.

##### C. Groundwater

Groundwater is utilized by the residents of the Village for recreational purposes, drinking, and safety. Recreational purposes typically relate to activities such as fishing, skiing, swimming, canoeing, etc. on the surface waters throughout the Village including the Bark River, Scuppernong Creek, Utica Lake, the Red Pine Lake within The Pines Subdivision, and private lakes. The groundwater captured for drinking water is from two separate municipal wells. The groundwater in Waukesha County is generally referred to as being in the deep or shallow aquifer separated by a



## Dousman

layer of Maquoketa Shale. The Maquoketa Shale layer is known to end in central Waukesha County leaving the western portion of the County void of the mostly impenetrable layer of shale. Therefore, western Waukesha County including the Village of Dousman is a prime area for groundwater recharge benefitting the region.

### D. Air Quality

Currently all of Waukesha County is considered a federal non-attainment area for meeting standards of ozone pollution, representing emissions of volatile organic compounds. Waukesha County meets the testing limits for the national ambient air quality standards for five of the six testing criteria. The single criterion that Waukesha County does not meet the standards is for ozone. The Village and Waukesha County are not necessarily the sole offenders of the abundance of ozone in the area. The ozone may be caused by a larger region including multiple states, but is continually monitored to improve the ozone throughout the Midwest.

### E. Soil types

The soils within the Village are from three general categories: the Fox-Casco, Houghton-Palms-Adrian, and the Boyer-Oshtemo associations. The Fox-Casco association makes up the majority of the northern portion of the Village. Houghton-Palms-Adrian association soils make up the majority of the wetlands, and the Boyer-Oshtemo association is present mainly in the southern portion of the Village that is not wetland.

The Fox-Casco and Boyer-Oshtemo associations are well drained soils located mainly on outwash plains. The Fox-Casco association can also be found on stream terraces. The Houghton-Palms-Adrian association consists of very poorly drained soils and located in depressions on old lake beds and Floodplain. See Map 22.

### F. Wetlands and Water Bodies

Water and wetlands are abundant in the Dousman area. Several lakes and rivers are within the Village. The Bark River, Scuppernong Creek, Utica Lake, Mill Pond, and the Pines Subdivision Lake, and a private lake are all water features within the Village. Surrounding the surface water in the Village are wetlands. Wetlands account for a significant portion of the southern part of the Village. A majority of the wetlands are included as primary environmental corridor. Three small isolated natural resource areas have been identified in the Village. These areas are mainly smaller wetlands. The isolated natural resource areas are smaller in size but their preservation remains important to the environment and to the Village. See Map 23.

### G. Wildlife

Wildlife in the region typically includes upland game, such as rabbit and squirrel; predators such as fox and raccoon; game birds, including waterfowl; fish species; and also non-game species

## Dousman

including migratory songbirds and raptors, bobcats, skunks, voles, reptiles amphibians, and invertebrates.

The State Department of Natural Resources keeps an inventory of wildlife species throughout the State that could be threatened or endangered. An extensive listing is available for regional and statewide species, however there are not any listings specifically listed for the Village of Dousman.

Wildlife habitats were separated into three classes during an inventory in 1985 by the Wisconsin Department of Natural Resources and the Southeastern Wisconsin Regional Planning Commission. The three classes include Class I (high-value), Class II (medium-value), and Class III (other significant).

According to the Comprehensive Development Plan of Waukesha County, wildlife habitat areas combined for 31 percent of the entire County in 1985 with the following breakdown:

Class	Size	Percentage
Class I	88 Square Miles	49 Percent
Class II	61 Square Miles	33 Percent
Class III	33 Square Miles	18 Percent
<b>Total</b>	182 Square Miles	100 Percent

### 7.2 Planning Documents that Pertain to the Boundary Adjustment Area

*Land Use Plan, Village of Dousman, Wisconsin, 2006, see Appendix A and Maps 24 and 25.*

The Village of Dousman adopted a Master Land Use Plan in 1999. That Plan was updated with the current Land Use Plan adopted on April 5, 2006. Since adoption of the current Land Use Plan, the Village is actively participating in the Waukesha County Multi-Jurisdictional Comprehensive Development Plan to satisfy State Statutes 66.1001, commonly referred to as the Smart Growth Law. The Waukesha County Plan is close to completion and will likely be reviewed and accepted by the Village Board in early 2009, concurrently with the adoption of the plan by the Waukesha County Board of Supervisors in 2009.

### 7.3 Existing Ordinances that Affect the Boundary Adjustment Area

*Village of Dousman Zoning Code, see Appendix A, which includes the Village Storm Water Management and Erosion Control regulations at §17.30*

*Village of Dousman Subdivision and Land Division , see Appendix A*

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### 7.4 Existing Public Facilities

#### A. Sewer and Water provisions

The Village of Dousman operates its own wastewater treatment facility. According to a study conducted by Ruekert / Mielke in 2004, as many as 310 additional homes could be connected to the sanitary sewer system without forcing the treatment facility to work beyond capacity. This number drops to 207 homes if developed in conjunction with some industrial, commercial, or institutional development occurs concurrently. The current system was constructed in 1982 and was designed to last 20 years. An upgrade in the very near future is imminent.

The Dousman Water Utility provides water service to those in the Village. It runs 2 wells and has a pumping capacity of 1.181 million gallons per day.

#### B. Storm Water Management

The Village adopted revisions to §17.30 of its Zoning Code in November 2008 to reflect the updated standards imposed by the Department of Natural Resources found at NR 216, Wisconsin Administrative Code.

#### C. Transportation

The Village of Dousman has great access to surrounding areas. There are major vehicle transportation routes passing through or very near the Village of Dousman. Interstate Highway 94, which is the major transportation route between Milwaukee and Madison, is located three miles north of the Village. State Trunk Highway 18 traverses the northern edge of the Village, in an east-west direction, while STH 67 runs along the eastern edge of the Village north and south. Two County Trunk Highways, D and Z, also travel through the Village. This network of national, state, and county highways makes the Village very accessible to both visitors and residents. Main Street in the Village reflects its name. It is the street where the Village downtown is located along with the Village Hall and Cory Park. An alternative source of transportation is located in the Village. The Glacial-Drumlin State Trail travels through the middle of the Village. Bicyclists and walkers use the trail in the summer and snowmobiles in the winter. The trail is used for both transportation and recreation.

#### D. Police and Fire Services

The Village of Dousman Police Department presently provides part-time police service to the entire Village. The Village Police Department is presently comprised of 3 full-time officers and six part-time officers. Of those are one Chief, one Captain, one Detective/K-9 Officer, patrol officers and one Police Clerk. Dispatch services are provided through contract with the Waukesha County Sheriff's Department.

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Fire protection is provided by the Dousman Fire District fire department consisting of approximately 48 volunteer fire fighters through the Dousman Fire District. The Dousman Fire District provides fire and rescue services, via an intra-municipal contract involving the Town of Summit, the Town of Ottawa, and the Village of Dousman. Map 7 shows the Dousman Fire District.

### E. Utilities

The Village is served by WE Energies for electric and natural gas. Telephone service is available through CenturyTel. The Village provides weekly refuse pickup and commercial and industrial uses, may pay more if they produce more waste than a typical household.

### F. Parks and Recreation

The Village of Dousman has limited parks and recreational opportunities throughout the Village. The main public park is Cory Park, which is located along Main Street south of the downtown area. Cory Park is approximately 12 acres with a variety of active and passive recreational opportunities. Cory Park is also used for the Village festival known as Dousman Derby Days.

The Glacial-Drumlin State Trail travels through the middle of the Village from east to west. It is open year round for various recreational uses.

### G. Library Services

The Village of Dousman does not have a public library system within the Village limits. Residents of the Village likely visit the public library facilities in the facilities located in the City of Oconomowoc, City of Delafield, Village of Hartland, and the Village of Eagle all supported by the Waukesha County Federated Library System.

### H. Historic

There are no listed or eligible sites within the Village.

## **7.5 Social and Economic Attributes of the Area**

### A. Shopping and Social

The majority of businesses and economic activity within the Village is performed in the downtown area along Main Street. Other shopping and social areas within close proximity of the Village include the Pabst Farms development in the City of Oconomowoc and the businesses in Delafield.

Cory Park within the Village is the major social venue for residents of the Village. Among

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the events held at Cory Park, Dousman Derby Days is the Village-wide festival held annually.

### B. Schools

The entire Village is part of the Kettle Moraine School District. The Kettle Moraine School District serves all or portions of ten different municipalities in western Waukesha County. The School District is comprised of four elementary schools, one middle school, and one high school. Of the schools within the Kettle Moraine School District, one elementary school and the middle school are located in the Village of Dousman. A single parochial school is also located in the Village of Dousman. St. Bruno's grade school, located near the center of the Village, is close in proximity to Dousman Elementary. All three schools are located along CTH Z in the Village.

### C. Population & Housing Information

**TABLE 1**  
**Population**

	Village of Dousman	Waukesha County
Population: 1980	1153	280,203
Population: 1990	1277	304,715
Population: 2000	1584	360,767
Population: 2008 DOA Est.	1873	382,697
Median Age (2000)	35.4	38.1

Source: Wisconsin Dept. of Administration & 2000 US Census, DP-1 Profile of General Demographic Characteristics

Thirty percent of the Village's population is 19 years of age and under, while 43.4% is between 25 and 54 years old. Twenty-one and four-tenths of the population is 55 and older. Family households consist of 68.5% of the total number of households. Nonfamily households make up 31.5% of the remaining households in the Village. Of those citizens over the age of 25 at least 98.7% had obtained a high school diploma or better.

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**TABLE 2**  
**Area Housing Data**

	Village of Dousman	Waukesha County
Total Housing Units	587	140,309
Occupied	575	135,229
Owner Occupied Housing Units	315	103,373
Renter Occupied	260	31,856
Vacant	12	5,080
Median Value	\$137,000	\$170,400
Median Gross Rent	\$796	\$726

Source: Wisconsin Department of Administration & 2000 US Census, DP-1 Profile of General Demographic Characteristics

Single-family units, either detached or attached make up 60.6% of the Village's housing stock. Structures containing 2-9 housing units make up about 25.4% of the available housing, with larger structures containing 5-9 units making up 14%. Nearly 41% of the housing stock has been built since 1980, with the remainder being built before 1979. The greatest percentage of housing units was built prior to 1939 (22.6%).

**TABLE 3**  
**Area Income Data**

1999	Village of Dousman	Waukesha County
Median Household Income	\$ 46,944	\$ 62,839
Per Capita Income	\$ 21,722	\$ 29,164
Households Below Poverty Level:		
Families	3.0%	1.7%
Families headed by females	10.0%	8.8%
Individuals	4.5%	2.7%

Source: Wisconsin Department of Administration & 2000 US Census, DP-1 Profile of General Demographic Characteristics

## **7.6 Boundary Adjustment Plan**

The existing boundary between the Town of Summit and the Village of Dousman shall change slowly with the transfer of certain areas to the Village. The transfer is planned in two phases, with completion of the first phase by 2028 and the remainder of the territory to be transferred by 2048. See Map 26.

### **A. Duration of Planning Period**

The planning period stretches over 40 years to allow property owners to determine when they are ready to have their property transferred to the Village and to access Village services.

### **B. Proposed Boundary Changes and Conditions Which Will Trigger Changes**

#### **1. Common Borders Established.**

The Village and Town agree that, pursuant to the provisions set forth below, the Ultimate Village Boundary which borders the Town of Summit shall be as described in Exhibit 7-A attached hereto and incorporated herein, which is also depicted on the map attached hereto and incorporated herein as Exhibit 7-B. (Such territory described in Exhibit 7-A and as depicted in Exhibit 7-B is referred to herein as the "Ultimate Village Boundary.")

#### **2. Detachment/Attachment of Territory.**

The territory presently located outside of the incorporated boundaries of the Village, but within the Ultimate Village Boundary (the "Detachment Parcels") shall be detached from the Town and attached to the Village as follows.

- a. Any Detachment Parcel located within that portion of the Ultimate Village Boundary that is described in Exhibit 7-C and depicted in Exhibit 7-D, such exhibits being attached hereto and incorporated herein by reference, will automatically be detached from the Town and attached to the Village at 11:59 p.m. on December 31, 2028, unless prior to that time it is detached from the Town and attached to the Village under the procedures outlined in subsection 7.6(B)(2)c. below.
- b. Any Detachment Parcel located within that portion of the Ultimate Village Boundary that is described in Exhibit 7-E and depicted in Exhibit 7-F, such exhibits being attached hereto and incorporated herein by reference, will automatically be detached from the Town and attached to the Village at 11:59 p.m. on December 31, 2048, unless prior to that time it is detached from the Town and attached to the Village under the procedures outlined in subsection 7.6(B)(2)c. below.
- c. The Town agrees to detach each individual Detachment Parcel, contingent upon the

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Village agreement to attach each individual Detachment Parcel, upon the earliest of the following events:

- i. Request on the part of the owner(s) of any individual Detachment Parcel to be attached to the Village. A request for attachment must be signed by all owners of the relevant Detachment Parcel.
- ii. Request for any land division proposed for any individual Detachment Parcel, whether by certified survey map, subdivision plat, or otherwise; except in all of the following situations:
  - (a) This subsection does not apply to the sale or exchange of parcels of land between owners of adjoining property, if both parcels are located entirely in the Town and additional lots are not thereby created and the lots resulting are not reduced below the larger of the minimum sizes required by laws then-existing in the Town and in the Village; and
  - (b) This subsection does not apply to certified survey maps that combine previously existing parcels that are located in the Town, without dividing or separating any portion of any parcel; and
  - (c) This subsection does not apply to redrawing the boundary line between two adjoining parcels by the owner of the two adjoining parcels, if both parcels are located entirely in the Town and additional lots are not thereby created and the lots resulting are not reduced below the larger of the minimum sizes required by laws then-existing in the Town and in the Village; and
  - (d) To allow for the continuation of family farm operations, this subsection does not apply to a land division made for the purpose of creating a new lot to be owned by an individual related by blood, marriage or adoption to the farm operator, who earns, and will continue to earn, a substantial part of his or her livelihood from continued farm operations on the newly created lot and the remnant parcel. This exception only applies if the lots resulting are not reduced below the minimum sizes required by laws then-existing in the Town and in the Village; and provided further that a deed restriction must be imposed on both the newly created lot and the remnant parcel at the time of recording of the land division document, to prohibit conveyance of any part of either the newly created lot or the remnant parcel to a person or persons other than those related to the farm operator, until such time as the newly created lot and the remnant parcel are attached to the Village.

- iii. Request of any individual Detachment Parcel owner for extension of any Village



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sewer services, except as to the services described in Section 7.6(H)1., below.

iv. Proposal for construction of a multi-family home or multi-family development on an individual Detachment Parcel. For purposes of this paragraph only, "family" shall mean the body of persons related by blood, marriage or adoption or 4 or fewer unrelated persons who live together in one dwelling unit as a single housekeeping entity; and "multi-family" shall mean more than one family, but shall not include a single family home with an in-law unit. An in-law unit is a room or suite of rooms with a separate kitchen facility located in a single family dwelling occupied by not more than 2 persons related by blood or marriage to the family occupying the dwelling.

v. Request for rezoning, Conditional Use Permit, Planned Unit Development, and/or a Special Use Permit proposed for any individual Detachment Parcel.

d. The procedure for detachment of any Detachment Parcel shall be as follows:

i. A Detachment Parcel owner desirous of taking any actions that would trigger the requirement to detach from the Town and attach to the Village, as described in Section 7.6(B)2. above, shall file a Petition for Detachment with the Town and Village Clerks.

ii. The Village, within forty-five (45) days of receipt of a petition, may adopt an ordinance attaching the subject property. If such ordinance is adopted, the matter shall be referred to the Town Board for detachment as described in section 7.6(B)(2)(d)(iii) below, and the property shall be attached to the Village as of the date that the Town detachment ordinance is adopted. If the Village does not adopt an ordinance attaching the subject property within forty-five (45) days of receipt of a petition, the petition is denied and if the petition arose from petitioner's request for a land use activity as described in sections 7.6(B)(2)(c)ii., 7.6(B)(2)(c)(iv) or 7.6(B)(2)(c)(v), above, the petitioner can then pursue that land use activity in accordance with applicable Town requirements within the Town. If the Village elects not to attach a Detachment Parcel in response to a petition, the rights and obligations described in 7.6(B)(2)(c) continue to apply, as though the earliest of the listed events had not yet occurred.

iii. The Town, within forty-five (45) days after adoption of the Village ordinance, shall adopt an ordinance detaching the subject property.

e. In all cases where property is detached pursuant to these procedures, unless stated differently in the Village and Town ordinances which approve the attachment/detachment, the detachment shall include the full width of the abutting Town road right of way, for the full length of the detaching parcel property line that abuts the Town road right of way.

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When such Town road right of way is fully detached from the Town and attached to the Village as described herein, all jurisdiction and ownership over the particular section of road right of way transfers to the Village; provided that when the Town and Village each have ownership and jurisdiction to the center line of the road right of way, the Town and the Village shall have concurrent ownership and jurisdiction as allowed by law and shall cooperate on the assignment of road plowing and maintenance of such road right of way. Parties agree that maintenance and repairs shall occur on a regular basis. Each Public Works Department leader representing Dousman and Summit, respectively; shall meet the first week of May, of each year, to evaluate previous road plowing questions, concerns, and recommended changes, and to evaluate proposed road maintenance items for the current season. Under no circumstances, shall the condition of paved roads fall below a Dousman "PASER" rating of "5" as listed in the attached Wisconsin Department of Transportation "Wisconsin Information System for Local Roads" (WISLR), "Pavement Surface Evaluation and Rating System" (PASER), rating table, incorporated herein by reference as Exhibit 7-P.R. 1, or as in any successors or assigns of this rating system.

The intent of this subsection is to describe road right of way issues that apply when the issue is not described in the detachment and attachment ordinances. This subsection shall not limit the ability of the Town and Village to agree on a case by case basis as to what portion of the road right of way shall be included in any particular attachment to the Village, provided that if such intentions are different than as described herein, the road right of way issue should be described in the detachment and attachment ordinance explicitly.

### C. Impacts of Development on Land Within the Boundary Adjustment Area

No impacts of a significant nature are expected on the topography, on geology, groundwater, air quality, soil types, wetlands, water bodies or wildlife of the region are envisioned as a result of development occurring in this Plan.

### D. Service Provisions

All services shall remain as currently provided by either Summit or Dousman until territory is transferred to Dousman except as set forth herein.

### E. Boundary Adjustment Area Land Use Plan

There is no Land Use Plan imposed under this Cooperative Boundary Plan for the areas to be transferred to the Village of Dousman. Land use shall remain as it is currently planned under the Town of Summit's Smart Growth Plan. Upon transfer of property to Dousman, such parcels shall conform to all Dousman land use regulations and plans.

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### F. Environmental Evaluation

It is anticipated that there will be no detrimental environmental impacts on the territory to be transferred to Dousman. The Plan provides for an agreement for the treatment of wastewater which may be implemented in the future by Summit. This will help prevent contamination of groundwater, by eliminating the need for septic systems in areas of the Town.

### G. Permit and Ordinance Requirements

There are no permit or ordinance requirements imposed on either Summit or Dousman. Each municipality will continue to issue, monitor and regulate the territory within its boundaries, until territory is transferred to Dousman, which will then be responsible for issuing permits and monitoring compliance with ordinances.

### H. Additional Obligations of the Town of Summit and Village of Dousman

#### 1. Sewer services.

The Village agrees to extend sewer services to the Town on an extraterritorial basis. Service shall be provided pursuant to the Agreement for the Treatment of Wastewater between the Town and the Village attached hereto and incorporated herein by reference as Exhibit 7-G. The Village shall own the sewer service facility, including mains, lift stations if any, and all appurtenances thereto. Laterals will be owned by the property owners. The Agreement for the Treatment of Wastewater (Exhibit 7-G) has been executed by the Town and Village and shall be effective and binding upon the Town and the Village.

#### 2. Water Services.

The Village of Dousman may agree to extend water service to the Town of Summit on an extraterritorial basis if a satisfactory water service agreement can be agreed upon between the Town and the Village.

#### 3. Trail system.

The Town and the Village agree to each use their best efforts to facilitate the development of a public recreational trail system through properties identified in Exhibits 7-H and 7-I attached hereto and incorporated herein by reference, to connect the State of Wisconsin Glacial Drumlin Trail to a proposed Waukesha County Trail in the Town. The trail system shall be developed in accordance with the width, pavement, and landscaping standards of the Waukesha County Department of Parks and Land Use. Best efforts to facilitate this trail shall include but not be limited to: Imposing dedication requirements when affected property is developed; Applying

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for and using such State, Federal or private grant money as may be available for condemnation of the required property and development of the trail; Using local tax dollars from the respective community's general fund for the foregoing purposes; and amending any and all Master Plans, Land Use Plans, Recreation Plans, Zoning Ordinances, Subdivision Ordinances, or other similar plans and ordinances as necessary to accomplish this intent.

### 4. Territory Outside the Ultimate Village Boundary.

Village agrees that any lands lying outside of the Ultimate Village Boundary described above shall not be annexed into the Village unless detachment is first approved by Resolution of the Town Board. If approved, such detachment shall be deemed to be made pursuant to this Agreement, and no court action or referendum shall be required.

### 5. Intergovernmental Cooperation.

The Town shall consider all forms of "public facilities" to support the current and future Town and Village population growth, and may be amenable to locating the typical municipal type of facilities within the Town. "Public facilities" may include, by way of example, but not limited to, a waste water treatment facility, a municipal well and shared municipal buildings, to be located within the Town contingent upon future agreement of the Town and Village, which agreement will not be unreasonably withheld.

### 6. Limitation on Extraterritorial Authority within the Town.

The Village shall adopt a resolution in the form shown in attached Exhibit 7-J, to waive its right to approve plats and certified survey maps located within the Town outside of the Ultimate Village Boundary that is depicted in attached Exhibits 7-A and 7-B, except those parcels over which the Village will maintain extraterritorial plat approval jurisdiction, as noted in Exhibit 7-E.T.-1, so long as those parcels are within the unincorporated boundaries of the Town. This resolution shall be recorded pursuant to Wisconsin Statutes Section 236.10(5), (2007-08) and shall not be rescinded. In addition, the Village hereby waives its authority to exercise extraterritorial zoning authority as described in Wisconsin Statutes Section 62.23(7a) (2007-08) except those parcels over which the Village may enact extraterritorial zoning approval jurisdiction, as noted in Exhibit 7-E.T.-1, so long as those parcels are within the unincorporated boundaries of the Town. These waivers are made in consideration of this Cooperative Boundary Agreement.

### 7. Joint Planning Area.

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The parties have identified certain undeveloped areas which when developed, and should the Town of Summit incorporate as a Village, will have impact upon both the incorporated Village of Summit ("Summit") and the Village of Dousman ("Dousman"). These areas, referenced herein as the Joint Planning Area (JPA), are identified in Exhibit 7-JP-1 attached hereto. The parties agree to cooperate on matters relating to land use planning for the territory located within the JPA and make recommendations with respect to all uses of land within the JPA in the following manner:

1. Joint Planning Committee. The Joint Planning Committee ("JPC") shall receive, consider and comment upon all applications for rezoning, conditional uses, PUDs, certified survey maps and plats that arise within the JPA.
2. The JPC shall be comprised of three members from Summit, and three members from Dousman.
3. The Members who comprise the JPC shall be appointed by and serve at the discretion of the Village Presidents for their respective municipalities. The Village Presidents shall each serve on the JPC representing their municipality. One of the Members from each municipality shall be a member of the Plan Commission of that municipality. The third Member from each municipality shall be from the governing body of that municipality.
4. Either Village President of the JPC may call a meeting of the JPC by providing two weeks prior written notice thereof and shall jointly preside at that meeting.
5. The JPC shall serve as an informal, advisory body and its determinations and recommendations will not be binding upon any municipality.
6. In order to make a recommendation, a majority of the Members from each municipality who are present at the meeting must join in the recommendation.
7. Following each meeting, the JPC shall provide the Clerk and plan commission of each municipality with a copy of the minutes of the meeting. The minutes shall include a list of the Members who were present at the meeting, and that list shall identify the municipalities that those Members represent. The minutes shall also include a description of actions taken, along with identifying which Members voted in favor of, and which opposed, proposed recommendations.

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8. Any dispute involving the provisions of this section shall be resolved in accordance with Section 7.6 I. herein.

8. Town Incorporation.

The Town of Summit is currently seeking to incorporate as a village. The Village shall not unreasonably object to the Town's efforts to incorporate all or part of the territory of the Town lying outside of the Ultimate Village Boundary. In the event of incorporation of the Town, all terms and conditions of this Agreement shall continue unchanged except that references to the "Town" shall be deemed to be references to the successor municipal entity. In the event of incorporation of less than all of the Town territory all terms of this Agreement shall continue unchanged except that references to the "Town" shall be deemed to be references to the successor municipal entity, for that territory that is incorporated, and to the Town for that territory that remains in the Town.

9. Dousman Fire District.

The Town and the Village acknowledge the existence of the Dousman Fire District and hereby agree that both parties and their successor entities shall be bound by the terms and conditions of that agreement, and by execution of this boundary agreement, ratify and affirm the terms and conditions of the By-Laws and the Articles of Association for the Dousman Fire District.

I. Dispute Resolution.

In the event of a breach of this Agreement or a dispute between the Town of Summit and the Village of Dousman involving the application, interpretation or enforcement of this Agreement:

a. The Parties shall meet to seek a resolution within 10 days following written notice by one Party to the other Party of the breach or dispute.

b. If the issue is not resolved at such meeting or at an extension thereof mutually agreed to by the Parties, either Party may demand mediation. Demands for mediation must be in writing. The Parties shall submit to mediation if demanded by either Party.

i. If the Parties cannot agree on a mediator within five (5) business days after the demand for mediation, either Party may request appointment of a qualified mediator by the Chairperson of the Alternative Dispute Resolution Committee of the State Bar of Wisconsin, or any successors or assigns of that Committee, or if the Chairperson fails to appoint a mediator, by the American Arbitration Association.

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- ii. The mediation session must take place within thirty (30) days of the appointment of the mediator.
  - iii. Each Party must designate a representative with appropriate authority to be its representative in the mediation of the dispute.
  - iv. Each Party must provide the mediator with a brief memorandum setting forth its position with regard to the issues that need to be resolved at least ten (10) days prior to the scheduled mediation session. The Parties must also produce all information reasonably required for the mediator to understand the issues presented. The mediator may require any Party to supplement such information.
  - v. The mediator does not have authority to impose a settlement upon the Parties, but will attempt to help the Parties resolve their dispute. The mediation sessions shall be private. The Parties and their representatives may attend the mediation sessions.
  - vi. The cost of the mediator shall be borne equally by the Parties.
  - vii. The Parties shall maintain the confidentiality of the mediation and may not rely on, or introduce as evidence in any arbitral, judicial, or other proceeding the: 1) views expressed or suggestions made by the other Party with respect to a possible settlement of the dispute; 2) admissions made by the other Party in the course of the mediation proceedings; 3) proposals made or views expressed by the mediator, or 4) the fact that the other Party had or had not indicated willingness to accept a proposal for settlement made by the mediator.
- c. In the event the issue is not resolved as a result of the meeting or mediation as provided in paragraphs a. and b. above, the matter shall be submitted to binding arbitration upon written demand by either Party to the other with notice to the Municipal Boundary Review Director of the Office of Land Information Services of the State of Wisconsin Department of Administration, or any successors or assigns of that Agency, of such demand. The arbitration shall be performed by a person designated by the Director in accordance with such rules and procedures such person may specify, subject to the terms of this Agreement. In the event the Director does not appoint an arbitrator within 30 days of the Director's receipt of a written request to do so, then:
- i. The arbitration must be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") in effect at the time of the arbitration ("Rules"), except as such Rules may be modified

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by this Agreement.

ii. A Party desiring to submit a dispute to arbitration hereunder must file a Demand for Arbitration ("Demand") with the AAA at its office in Chicago, Illinois. A copy of such Demand must be sent to the other Party at the same time. The arbitration proceeding must be conducted by a panel of three (3) arbitrators selected from a list of qualified arbitrators supplied by the AAA. The arbitrators must be selected as follows: Within then (10) days after filing, each Party shall appoint one (1) arbitrator. Within ten (10) days after they are chosen, the two (2) arbitrators shall choose a third arbitrator who acts as a chairperson of the arbitration proceedings. If the two (2) arbitrators are unable to agree upon a third arbitrator within ten (10) days, then the third arbitrator shall be appointed by the AAA. The arbitrators in the arbitration proceeding must be individuals with the necessary expertise and competency to pass on the matters presented for arbitration, but said arbitrators may have no interest in or prior connection with any Party.

iii. Following the appointment of the arbitrators, each Party has the right to mail to any other Party (with a copy to the arbitrators) a written request for the production of certain identified documents or of all documents in possession of the other Party relevant to any claims or counterclaims in the arbitration. Within 10 days of receipt of any such request, the receiving Party must respond to such request but may object to all or part of said request (with a copy to the arbitrators), on the ground that it is unduly burdensome, that the documents requested are irrelevant or privileged, or that such documents are equally available to the requesting Party. The arbitrators will rule on the validity of any such objection and the Parties must produce documents in accordance with the ruling.

iv. The site of the arbitration shall be in Waukesha County, Wisconsin, unless otherwise agreed to by the Parties. The Parties must diligently and expeditiously proceed with the arbitration. Upon the conclusion of any hearing, the Parties shall have 30 days to submit written briefs in support of their respective positions. The arbitrators must make an award within 45 days after the filing of such briefs, subject to any reasonable delay due to unforeseen circumstances.

v. Except to the extent the Parties' remedies may be limited by the terms of this Agreement, the arbitrators are empowered to award any remedy available under the laws of the State of Wisconsin including, but not limited to, monetary damages and specific performance. The arbitrators have no authority to award punitive or other damages not measured by the prevailing Party's actual damages and may not, in any event, make any ruling, finding,



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or award that does not conform to the terms and conditions of this Agreement. The award of the arbitrators must be in writing with a statement of reasons for such award and signed by the arbitrators. A written decision of a majority of the arbitrators is binding upon the Parties. An award rendered by the arbitrators in an individual or consolidated arbitration may be entered in any court having jurisdiction thereof.

vi. The arbitrators' authority is limited solely to resolving disputes under this Agreement.

vii. The pendency of any arbitration hereunder does not relieve either Party of any of its obligations under this Agreement.

viii. The Parties shall share equally the fees and expenses of the arbitrators as well as all fees imposed by the AAA including, but not limited to, transcripts, hearing room rentals and administrative costs. Each Party to the arbitration proceeding is responsible for its own costs and legal fees, if any, except that the arbitrators are empowered to award such costs and fees against a Party who prosecutes or defends an arbitration hereunder in bad faith or as otherwise provided herein.

d. Paragraphs a., b., and c. of this §7.6(I) shall be the exclusive method of resolving the issues specified in the introduction to this subdivision and both Parties waive their rights under sec. 893.80, Stats., as otherwise might apply to proceedings under this subdivision, and their rights to seek remedies in court as to such issues except that the prohibition on court actions shall not apply to:

i. Actions to enforce an arbitration award under paragraph §7.6(I) c above.

ii. Actions for injunctive relief necessary to protect the public health, safety or welfare during the dispute resolution process;

iii. Disputes involving a necessary third party who refuses to consent to arbitration as provided above; or

iv. Disputes involving a necessary third party when the Municipal Boundary Review Director fails to appoint an arbitrator.

e. In the event any of the entities designated to perform mediation or arbitration services under this section ceases to exist or for some other reason cannot or does not perform said services, the Parties shall use their best efforts to agree on a substitute to perform the services.

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J. Binding Effect.

This Agreement shall be binding upon the Village and Town Board and any successor entity.

K. Waiver of Challenge.

The Town and the Village enter this Agreement willingly and voluntarily, and in good faith. Neither the Town nor the Village shall have the right to challenge the legality or enforceability of this Agreement, and any such right as otherwise may exist is hereby waived by the Town and by the Village.

L. Agreement to be Recorded

A summary of this Plan shall be recorded with the Waukesha County Register of Deeds. As territory is transferred to the Village of Dousman, the detachment and attachment ordinances shall be recorded with the Register of Deeds and the Secretary of State as provided for under §66.0307(10), Stats.

M. Performance Standard

This Agreement requires the Parties to act or to refrain from acting on a number of matters. The Parties hereby acknowledge that this Agreement imposes on them a duty of good faith and fair dealing. In addition, whenever consent or approval is required by a Party, the consent or approval shall not be unreasonably withheld.

N. No Third Party Beneficiaries

This Agreement is intended to bind the two (2) municipalities that are party to the Agreement. There are no third party beneficiaries to this Agreement.

O. Severability

The several sections of this Plan as between the Village of Dousman and the Town of Summit are declared to be severable as described herein. If any section or portion thereof shall be declared by a court of competent jurisdiction to be invalid, unlawful or unenforceable, such decision shall apply only to the specific section or portion thereof directly specified in the decision, and shall not affect the validity of any other provisions, sections or portions thereof of the Plan, except as follows. In the event the Town or the Village concludes that the intent of the Parties cannot reasonably be carried forward following such severance of the offending section or portion thereof, the Town or the Village shall be entitled to request that the Agreement be reconstructed to correct for the removal of the offending language. The Town and the Village shall cooperate with each other in good faith to reconstruct the Agreement in such circumstances. Upon failure to reach agreement to such issues, either Party may commence dispute resolution proceedings as described

## Dousman

herein.

### P. Dousman Exhibits:

- 7-A Legal Description for Proposed Ultimate Village of Dousman Boundary
- 7-B Map Depicting Proposed Ultimate Village of Dousman Boundary Per Exhibit "7-A"
- 7-C Village of Dousman Boundary - December 31, 2028
- 7-D Map Depicting Village of Dousman Boundary - December 31, 2028 Per Exhibit "7-C"
- 7-E Village of Dousman Boundary - December 31, 2048
- 7-F Map Depicting Village of Dousman Boundary - December 31, 2048, Per Exhibit "7-E"
- 7-P.R.1 Paser Ratings for Paved (Asphalt and Concrete) Roads
- 7-G Agreement for the Treatment of Wastewater Between the Town of Summit and the Village of Dousman
- 7-H Legal Description Proposed Waukesha County Trail System
- 7-I Map Depicting Proposed Waukesha County Trail System Per Exhibit "7-H"
- 7-J Resolution Regarding Waiver of Extraterritorial Plat Approval
- 7-E.T.-1 Extraterritorial Jurisdiction Map of Unincorporated Summit
- 7-JP-1 Joint Planning Area Map

[remainder of page left intentionally blank]

## Dousman

[this page left intentionally blank for Dousman Exhibits]



1. The first part of the document is a list of the names of the people who were present at the meeting.

2. The second part of the document is a list of the topics that were discussed.

3. The third part of the document is a list of the actions that were taken.

STATE OF WISCONSIN TOWN OF DELAFIELD WAUKESHA COUNTY

RESOLUTION # 08-581

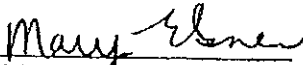
Authorizing Preparation of Cooperative Plan with the Town of Summit

In the interest of promoting the public health, safety and welfare through harmonious development, in accordance with sec. 66. 0307, Wisconsin Statutes, the Town Board of the Town of Delafield, Wisconsin, does RESOLVE as follows:

1. The Town is authorized to participate in the preparation of cooperative plans with the Town of Summit;
2. The Town Boundary Committee is directed to work with representatives of each municipality to prepare a cooperative plan for consideration by the Town Board and the Town of Summit Town Board;
3. The Town Clerk is directed to give written notice (or joint notice with the Town of Summit) of the adoption of this resolution within 5 days of adoption to the following entities:
  - A. Department of Administration  
Department of Transportation  
Department of Agriculture, Trade and Consumer Protection  
Department of Natural Resources;
  - B. The Clerks of any municipality, school district, technical college, district, sewerage district or sanitary district which has any part of its territory within 5 miles of either the Town of Summit or Town of Delafield;
  - C. The Waukesha County Clerk;
  - D. The Waukesha County zoning agency created under §59.63(2), Wis. Stats., or the Southeastern Wisconsin Regional Planning Commission.

Passed and approved this 4<sup>th</sup> day of March, 2008.

  
Paul L. Kanter, Chairman

Attest:   
Mary Elsler, CMC, WCMC  
Town Clerk

STATE OF WISCONSIN TOWN OF OCONOMOWOC WAUKESHA COUNTY

RESOLUTION # 08-03-02

**Authorizing the Preparation of Cooperative Boundary Plan with the Town of Summit, Town of Delafield, Town of Ottawa, Village of Oconomowoc Lake and Village of Dousman**

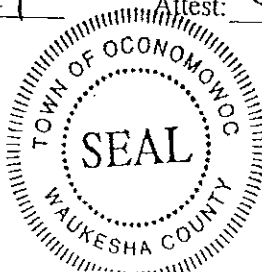
In the interest of promoting the public health, safety and welfare through harmonious development, in accordance with Section 66.0301, Wisconsin Statutes, the Town Board of the Town of Oconomowoc, Wisconsin, does RESOLVE as follows:

1. The Town is authorized to participate in the preparation of cooperative plans with the Town of Summit, Town of Delafield, Town of Ottawa, Village of Dousman and Village of Oconomowoc Lake;
2. Town Representatives are directed to work with representatives of each municipality to prepare a cooperative boundary plan for consideration by the Town Board and governing bodies;
3. The Town Clerk is directed to give written notice (or joint written notice) of the adoption of this resolution within 5 days of adoption to the following entities:
  - A. Department of Administration  
Department of Transportation  
Department of Agriculture, Trade and Consumer Protection  
Department of Natural Resources
  - B. The Clerks of any municipality, school district, technical college, utility district, sewerage district or sanitary district which has any part of its territory within five miles of either the Town of Oconomowoc, Town of Summit, Town of Delafield, Town of Ottawa, Village of Oconomowoc Lake or Village of Dousman;
  - C. The Waukesha County Clerk;
  - D. The Waukesha County zoning agency created under Section 59.63(2), Wisconsin Statutes, or the Southeastern Wisconsin Regional Planning Commission.

Passed and Adopted this 3rd day of March, 2008.

Robert K. Huley  
Town Chairman

Attest: Tim J. Coleman  
Town Clerk



STATE OF WISCONSIN

TOWN OF OTTAWA

WAUKESHA COUNTY

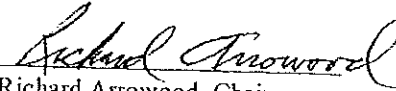
RESOLUTION # 3-08

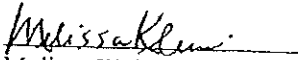
Authorizing Preparation of Cooperative Plan with the Town of Summit

In the interest of promoting the public health, safety and welfare through harmonious development, in accordance with sec. 66. 0307, Wisconsin Statutes, the Town Board of the Town of Ottawa, Wisconsin, does RESOLVE as follows:

1. The Town is authorized to participate in the preparation of cooperative plans with the Town of Summit;
2. The Town Boundary Committee is directed to work with representatives of each municipality to prepare a cooperative plan for consideration by the Town Board and the Town of Summit Town Board;
3. The Town Clerk is directed to give written notice (or joint notice with the Town of Summit) of the adoption of this resolution within 5 days of adoption to the following entities:
  - A. Department of Administration  
Department of Transportation  
Department of Agriculture, Trade and Consumer Protection  
Department of Natural Resources;
  - B. The Clerks of any municipality, school district, technical college, district, sewerage district or sanitary district which has any part of its territory within 5 miles of either the Town of Summit or Town of Ottawa;
  - C. The Waukesha County Clerk;
  - D. The Waukesha County zoning agency created under §59.63(2), Wis. Stats., or the Southeastern Wisconsin Regional Planning Commission.

Passed and approved this 3<sup>rd</sup> day of <sup>March</sup>~~February~~ 2008.

  
Richard Arrowood, Chairman

Attest:   
Melissa Klein, Clerk



STATE OF WISCONSIN

VILLAGE OF DOUSMAN

WAUKESHA COUNTY

RESOLUTION # 07-08

**Authorizing Preparation of Cooperative Plan with the Town of Summit**

In the interest of promoting the public health, safety and welfare through harmonious development, in accordance with sec. 66. 0307, Wisconsin Statutes, the Village Board of the Village of Dousman, Wisconsin, does RESOLVE as follows:

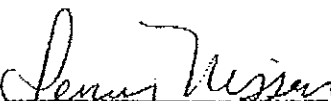
1. The Village is authorized to participate in the preparation of cooperative plans with the Town of Summit;

2. The Village Clerk is directed to give written notice (or joint notice with the Town of Summit) of the adoption of this resolution within 5 days of adoption to the following entities:

- A. Department of Administration  
Department of Transportation  
Department of Agriculture, Trade and Consumer Protection  
Department of Natural Resources;
- B. The Clerks of any municipality, school district, technical college, district, sewerage district or sanitary district which has any part of its territory within 5 miles of either the Town of Summit or Village of Dousman;
- C. The Waukesha County Clerk;
- D. The Waukesha County Department of Parks and Land Use (the zoning agency created under §59.63(2), Wis. Stats.), or the Southeastern Wisconsin Regional Planning Commission.

Passed and approved this 5<sup>th</sup> day of March ~~February~~ 2008.

  
Jack Nissen, President

Attest:   
Penny Nissen, Clerk

STATE OF WISCONSIN      WAUKESHA COUNTY  
VILLAGE OF OCONOMOWOC LAKE

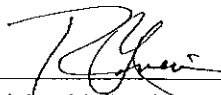
RESOLUTION # 136

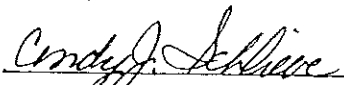
**Authorizing Preparation of Cooperative Plan with the Town of Summit**

In the interest of promoting the public health, safety and welfare through harmonious development, in accordance with sec. 66. 0307, Wisconsin Statutes, the Village Board of the Village of Oconomowoc Lake, Wisconsin, does RESOLVE as follows:

1. The Village is authorized to participate in the preparation of cooperative plans with the Town of Summit;
2. The Village representatives are directed to work with representatives of each municipality to prepare a cooperative plan for consideration by the Village Board and the Town of Summit Town Board;
3. The Village Clerk is directed to give written notice (or joint notice with the Town of Summit) of the adoption of this resolution within 5 days of adoption to the following entities:
  - A. Department of Administration  
Department of Transportation  
Department of Agriculture, Trade and Consumer Protection  
Department of Natural Resources;
  - B. The Clerks of any municipality, school district, technical college, district, sewerage district or sanitary district which has any part of its territory within 5 miles of either the Town of Summit or Village of Oconomowoc Lake;
  - C. The Waukesha County Clerk;
  - D. The Waukesha County zoning agency created under §59.63(2), Wis. Stats., or the Southeastern Wisconsin Regional Planning Commission.

Passed and approved this 3rd day of March 2008.

  
Richard J. Kneiser, President

Attest:   
Cindy J. Schlieve, Clerk

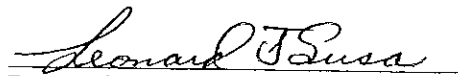
RESOLUTION # 245-08


**Authorizing the Preparation of Cooperative Boundary Plan with the Town of  
Oconomowoc, Town of Delafield, Town of Ottawa, Village of Oconomowoc Lake  
and Village of Dousman**

In the interest of promoting the public health, safety and welfare through harmonious development, in accordance with Section 66.0301, Wisconsin Statutes, the Town Board of the Town of Summit, Wisconsin, does RESOLVE as follows:

1. The Town is authorized to participate in the preparation of cooperative plans with the Town of Oconomowoc, Town of Delafield, Town of Ottawa, Village of Dousman and Village of Oconomowoc Lake;
2. Town Representatives are directed to work with representatives of each municipality to prepare a cooperative boundary plan for consideration by the Town Board and governing bodies;
3. The Town Clerk is directed to give written notice (or joint written notice) of the adoption of this resolution within 5 days of adoption to the following entities:
  - A. Department of Administration  
Department of Transportation  
Department of Agriculture, Trade and Consumer Protection  
Department of Natural Resources
  - B. The Clerks of any municipality, school district, technical college, utility district, sewerage district or sanitary district which has any part of its territory within five miles of either the Town of Oconomowoc, Town of Summit, Town of Delafield, Town of Ottawa, Village of Oconomowoc Lake or Village of Dousman;
  - C. The Waukesha County Clerk;
  - D. The Waukesha County zoning agency created under Section 59.63(2), Wisconsin Statutes, or the Southeastern Wisconsin Regional Planning Commission.

Passed and Adopted this 6<sup>th</sup> day of March, 2008.

  
Leonard J. Susa, Town Chairman

Attest:   
Debra J. Schuele, Town Clerk





March 7, 2008

*via US Mail, certified, return receipt  
requested*


Re: Cooperative Boundary Agreement between the Town of Summit and  
the Towns of Delafield, Ottawa and Oconomowoc, and  
the Villages of Dousman and Oconomowoc Lake

Dear Madame or Sir Clerk:

You are hereby notified that the Town of Summit, (Waukesha County), intends to enter into Cooperative Boundary Agreements with the Towns of Delafield, Ottawa and Oconomowoc, and the Villages of Dousman and Oconomowoc Lake. Enclosed with this letter is a copy of the Resolution of Intent for each participating municipality.

This notice is provided as required under the provisions of §66.0307(4)(2), Stats.

Sincerely,

  
Debra J. Schueler, Clerk  
Town of Summit

RESOLUTION # 245-08


**Authorizing the Preparation of Cooperative Boundary Plan with the Town of Oconomowoc, Town of Delafield, Town of Ottawa, Village of Oconomowoc Lake and Village of Dousman**

In the interest of promoting the public health, safety and welfare through harmonious development, in accordance with Section 66.0301, Wisconsin Statutes, the Town Board of the Town of Summit, Wisconsin, does RESOLVE as follows:

1. The Town is authorized to participate in the preparation of cooperative plans with the Town of Oconomowoc, Town of Delafield, Town of Ottawa, Village of Dousman and Village of Oconomowoc Lake;
2. Town Representatives are directed to work with representatives of each municipality to prepare a cooperative boundary plan for consideration by the Town Board and governing bodies;
3. The Town Clerk is directed to give written notice (or joint written notice) of the adoption of this resolution within 5 days of adoption to the following entities:
  - A. Department of Administration  
Department of Transportation  
Department of Agriculture, Trade and Consumer Protection  
Department of Natural Resources
  - B. The Clerks of any municipality, school district, technical college, utility district, sewerage district or sanitary district which has any part of its territory within five miles of either the Town of Oconomowoc, Town of Summit, Town of Delafield, Town of Ottawa, Village of Oconomowoc Lake or Village of Dousman;
  - C. The Waukesha County Clerk;
  - D. The Waukesha County zoning agency created under Section 59.63(2), Wisconsin Statutes, or the Southeastern Wisconsin Regional Planning Commission.

Passed and Adopted this 6<sup>th</sup> day of March, 2008.

  
Leonard J. Susa, Town Chairman

Attest:   
Debra J. Schueler, Town Clerk

STATE OF WISCONSIN TOWN OF DELAFIELD WAUKESHA COUNTY

RESOLUTION # 08-581

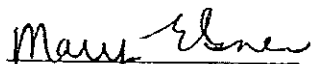
Authorizing Preparation of Cooperative Plan with the Town of Summit

In the interest of promoting the public health, safety and welfare through harmonious development, in accordance with sec. 66. 0307, Wisconsin Statutes, the Town Board of the Town of Delafield, Wisconsin, does RESOLVE as follows:

1. The Town is authorized to participate in the preparation of cooperative plans with the Town of Summit;
2. The Town Boundary Committee is directed to work with representatives of each municipality to prepare a cooperative plan for consideration by the Town Board and the Town of Summit Town Board;
3. The Town Clerk is directed to give written notice (or joint notice with the Town of Summit) of the adoption of this resolution within 5 days of adoption to the following entities:
  - A. Department of Administration  
Department of Transportation  
Department of Agriculture, Trade and Consumer Protection  
Department of Natural Resources;
  - B. The Clerks of any municipality, school district, technical college, district, sewerage district or sanitary district which has any part of its territory within 5 miles of either the Town of Summit or Town of Delafield;
  - C. The Waukesha County Clerk;
  - D. The Waukesha County zoning agency created under §59.63(2), Wis. Stats., or the Southeastern Wisconsin Regional Planning Commission.

Passed and approved this 4<sup>th</sup> day of March, 2008.

  
Paul L. Kanter, Chairman

Attest:   
Mary Elsler, CMC, WCMC  
Town Clerk

C



NOTICE OF JOINT PUBLIC HEARING REGARDING  
BOUNDARY CHANGE PURSUANT TO  
COOPERATIVE PLAN BETWEEN THE  
TOWN OF SUMMIT AND THE TOWNS OF DELAFIELD, OCONOMOWOC AND  
OTTAWA AND THE VILLAGES OF DOUSMAN AND OCONOMOWOC LAKE

PLEASE TAKE NOTICE that a public hearing shall be held on January 29, 2009, at 6:30 p.m. at the Town of Summit Town Hall, located at 2911 N. Dousman Road, Oconomowoc, WI regarding the proposed Cooperative Plan developed between the Town of Summit and its neighbors, the Towns of Delafield, Oconomowoc, and Ottawa and the Villages of Dousman and Oconomowoc Lake under the provisions of §66.0307, Wisconsin Statutes. Any person may comment on the Cooperative Plan during the hearing and may submit written comments before, at, or within 20 days following the hearing. All comments shall be considered by all the parties involved.

This notice is provided as required under §66.0307(4)(b), Wis. Stats.

Dated this 24<sup>th</sup> day of December 2008.

Signed: /s/ Debra J. Schueler  
Debra J. Schueler, Town of Summit Clerk

Signed: /s/ Mary Elsner  
Mary Elsner, Town of Delafield Clerk

Signed: /s/ Terry Leaman  
Terry Leaman, Town of Oconomowoc Clerk

Signed: /s/ Melissa M. Klein  
Melissa M. Klein, Town of Ottawa Clerk

Signed: /s/ Penny Nissen  
Penny Nissen, Village of Dousman Clerk

Signed: /s/ Cindy J. Schlieve  
Cindy J. Schlieve, Village of Oconomowoc  
Lake Clerk

Oconomowoc Enterprise,  
Kettle Moraine Index,  
Lake Country Reporter,  
Oconomowoc Focus  
Publish dates (1/8, 1/15, 1/22 Class 3 notice)

D

Public Hearing on Proposed Cooperative Plan, 1/29/09 <sup>1</sup>

1

2

3

TRANSCRIPT OF PROCEEDINGS

4

5

JOINT PUBLIC HEARING ON PROPOSED COOPERATIVE PLAN

6

BETWEEN THE TOWN OF SUMMIT

7

AND THE

8

TOWNS OF DELAFIELD, OCONOMOWOC AND OTTAWA

9

AND THE

10

VILLAGES OF DOUSMAN AND OCONOMOWOC LAKE

11

12

13

THURSDAY, JANUARY 29, 2009

14

6:39 P.M.

15

16

at the

17

18

SUMMIT TOWN HALL

19

2911 NORTH DOUSMAN ROAD

20

OCONOMOWOC, WISCONSIN

21

22

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24

25

TS012909

Laura Kolnik Court Reporter, Inc.  
(262) 736-4131 (800) 732-4353

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Public Hearing on Proposed Cooperative Plan, 1/29/09

2

1 APPEARANCES BY MUNICIPALITY

2 TOWN OF SUMMIT:

3 Leonard Susa, Chairman  
4 Elaine Kraut, Supervisor  
5 Kraig Arenz, Supervisor  
6 Jack Riley, Supervisor  
7 Henry Elling, Manager  
8 Debra Schueler, Clerk  
9 Stan Riffle, Town Attorney

7 TOWN OF DELAFIELD:

8 Paul Kanter, Chairman  
9 Larry Krause, Supervisor

10 TOWN OF OCONOMOWOC:

11 Jeff Herrmann, Administrator/Planner

12 TOWN OF OTTAWA:

13 Richard Arrowood, Chairman  
14 Gary Goodchild, Supervisor  
15 Mackay Riemenschneider, Supervisor  
16 Colin Butler, Plan Commission  
17 Guy Ott, Plan Commission

16 VILLAGE OF DOUSMAN:

17 Jack Nissen, President  
18 Harold Dessart, Trustee  
19 Shawn McKnight, Trustee  
20 Cindy Queen

19 VILLAGE OF OCONOMOWOC LAKE:

20 No appearances

21

22

23

24

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Public Hearing on Proposed Cooperative Plan, 1/29/09 <sup>3</sup>

1 CHAIRMAN SUSA: Okay. It's -- The special  
2 board meeting was scheduled for 6:30 and we gave --  
3 we waited a little bit. I appreciate your patience.  
4 But I want to call it to order. We have -- As you  
5 can see, we have many wonderful guests here tonight.  
6 We've got board members from Ottawa, we've got --  
7 and I'm going to just introduce the chairman, and  
8 then I'm going to have the chairman introduce his  
9 board members. So Dick Arrowood is the chairman of  
10 Ottawa.

11 CHAIRMAN ARROWOOD: Matt Riemenschneider, town  
12 supervisor; Gary Goodchild, town supervisor; Colin  
13 Butler, planning commission member and also part of  
14 the committee that studied the border agreement.

15 CHAIRMAN SUSA: Thank you. One of the things  
16 I -- It must be a town chairman thing, but when you  
17 first come to a meeting and if it's an official  
18 meeting, first thing you do is you get the gavel.  
19 And I had a gavel, but it drifted.

20 CHAIRMAN ARROWOOD: Well, Ottawa thought we  
21 could get it.

22 CHAIRMAN SUSA: I guess that is truly community  
23 relations and cooperation between the communities.  
24 Thanks. Next I'm going to reach over to this side  
25 as Jack Nissen is the village president of Dousman.

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Public Hearing on Proposed Cooperative Plan, 1/29/09

4

1           PRESIDENT NISSEN: Good evening. Down here on  
2           the end we have Cindy Queen; to my immediate right  
3           we have Shawn McKnight; to my left Harold Dessart.

4           CHAIRMAN SUSA: And the Town of Oconomowoc is  
5           not -- other than the town planner/administrator is  
6           here; he's out in the audience. Could you introduce  
7           yourself?

8           MR. HERRMANN: Jeff Herrmann from the town.

9           CHAIRMAN SUSA: Village of Oconomowoc Lake, I  
10          didn't see anyone here.

11          MR. RIFFLE: I've been advised, Mr. Chair, that  
12          they're so satisfied with the entire agreement, and  
13          they trust in the good judgment of the collective  
14          wisdom that is here, that they are not going to be  
15          present here tonight.

16          CHAIRMAN SUSA: Boy. I don't even know how to  
17          take that. That makes me feel good. Thank you. We  
18          also have got a representative from the Town of  
19          Delafield. The Delafield town chairman couldn't  
20          make it, but we have got Larry Krause from the --  
21          he's a supervisor from the Town of Delafield. So I  
22          have to take care of Town of Summit business and ask  
23          our clerk was the meeting tonight posted?

24          THE CLERK: Yes, the meeting was properly  
25          noticed and posted.

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Public Hearing on Proposed Cooperative Plan, 1/29/09

5

1 CHAIRMAN SUSA: Okay. In that case, I would  
2 like you all to stand up and join me in the Pledge  
3 of Allegiance.

4 (Pledge of Allegiance recited.)

5 CHAIRMAN SUSA: I said this in such a big hurry  
6 to get this meeting under way, the -- the host of  
7 the party, I didn't introduce them, the supervisors  
8 from the Town of Summit. We've got Pat Clifford,  
9 Jack Riley, I'm the town chairman, Elaine Kraut, and  
10 Kraig Arenz is -- is not here tonight.

11 So without further ado, this is about as much  
12 work as I have to do. I'm going to turn it over to  
13 Stan Riffle, our -- the attorney that's been working  
14 on this border agreement. This is a monumental  
15 agreement. You notice there's five communities, and  
16 we are all going to reach an agreement with the Town  
17 of Summit. I think it's fantastic putting this  
18 thing together. So Stan.

19 MR. RIFFLE: Thank you, Mr. Chair; thank you,  
20 Mr. President; thank you, Mr. Chair; thank you,  
21 Mr. Supervisor. It's my pleasure to say hello to  
22 all of you. This is kind of a unique and  
23 interesting meeting in that this is a chance for the  
24 folks here to talk and not hear any politicians

25 talk, so that's a little bit out of the ordinary.

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Public Hearing on Proposed Cooperative Plan, 1/29/09 <sup>6</sup>

1 what's interesting is that we have more politicians  
2 here than we have individuals.

3 But the purpose of this hearing is to follow  
4 the procedures that are necessary to reach a  
5 Cooperative Boundary Plan, in this case five  
6 Cooperative Boundary Plans under the statutes, and  
7 specifically Section 66.0307.

8 You just heard Mr. Susa state that this is a  
9 monumental agreement, and it indeed is because I  
10 don't know of any other inter-municipal agreement of  
11 this nature, Cooperative Boundary Plan under the  
12 statutes, and this statute's been around for about  
13 twelve, fifteen years now, where you have this many  
14 communities involved in reaching one big agreement.  
15 I have been involved in many, many, many of these.  
16 I was recently involved in one in Dane County that I  
17 thought was the biggest; involved four communities  
18 at the same time. But this is beyond that. And you  
19 have to compliment the folks that are sitting up  
20 here.

21 There's been a lot of talk and in some respects  
22 action across the state dealing with municipalities  
23 getting together and working together and making  
24 something work. And the agreement that we're going



25 to talk about tonight absolutely does that. It has

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Public Hearing on Proposed Cooperative Plan, 1/29/09 <sup>7</sup>

1 a lot of components to it where folks are giving and  
2 taking, respecting one another, recognizing the  
3 needs of other municipalities, and really working in  
4 a cooperative fashion to think regionally and not  
5 locally. And I applaud each and every one of these  
6 individuals and the folks that aren't here in terms  
7 of making this work because it -- it was a  
8 monumental task.

9 Think about it. Trying to get one government  
10 entity to do something is sometimes a very difficult  
11 task, especially when it's as -- as big an issue as  
12 we have here, but again Town of Oconomowoc, Village  
13 of Oconomowoc Lake, Town of Delafield, Village of  
14 Dousman, Town of Ottawa, Town of Summit, six  
15 municipalities, to get on the same page on an issue,  
16 especially when you've got out in the background the  
17 City of Oconomowoc lurking around, is -- it's  
18 just -- it's just a huge deal.

19 So what we're going to do tonight is I'm going  
20 to walk you through the process. I'm going to walk  
21 you through the main components of the agreements as  
22 it relates to the individual entities, and then  
23 there's going to be an opportunity to have you come

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24 up to the microphone, and if you want to do this,  
25 you sign a slip back there and give it to Mr. Elling

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Public Hearing on Proposed Cooperative Plan, 1/29/09 8

1 who is the -- the Town of Summit administrative  
2 clerk, treasurer, everything.  
3 MR. ELLING: Not clerk.  
4 MR. RIFFLE: Yeah, he doesn't want to do that.  
5 And then you will come up here, you'll introduce  
6 yourself, and you'll make any comments that you will  
7 want these folks to hear. And then we will  
8 certainly be available to answer any questions that  
9 you might have, and then we'll close the public  
10 hearing.

11 So first the process. The way that this thing  
12 works, and I'll go through it pretty quickly because  
13 I don't want to bore you with statutory minutia, but  
14 first, each of these municipalities had to adopt an  
15 initiating resolution, and that starts the process.  
16 After that is done, it's distributed to all kinds of  
17 communities everywhere around; to the Department of  
18 Natural Resources; to the county; to the school  
19 districts, and they have a chance to know that this  
20 is going on.

21 Then there is a plan that's prepared. The plan  
22 in this particular case was prepared more with the  
23 representatives of the communities than it was with

24 the lawyers, which is unusual, but in this case it  
25 was necessary because my firm represents most of the

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1 folks up here and so we, you know, we let these  
2 guys, you know, work amongst themselves. And  
3 frankly, they did a fantastic job. They might have  
4 done better than we could have done if we were  
5 helping them. So I think it saved the taxpayers a  
6 good chunk of money, and they actually got down to  
7 brass tax.

8 So what came out of that was a -- a draft plan  
9 that's been available for your review for about  
10 three weeks now, four weeks now, since we had to  
11 have a Class 3 notice, three insertions in the  
12 newspaper to give you notice here tonight. I see  
13 you all got the notice. So this is the draft plan  
14 as it sits right now.

15 In addition to this, there are like two banker  
16 boxes full of exhibits that are referenced. Because  
17 what the statute does is it really requires you to  
18 do a lot of the things that you need to do if you're  
19 putting together a comprehensive plan. It's -- It's  
20 very much a planning process. The statute makes you  
21 look at a lot of different things like what are the  
22 endangered species in the area; how it's going to

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23 affect low income housing; you name it; geology;  
24 soils; water bodies; municipal services. And so  
25 it's a very comprehensive look so that the state

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1 agency that looks at this knows that you did your  
2 homework, knows that you actually thought about this  
3 and know what you're doing, and that you really  
4 want -- want to go through with this. And so all  
5 that homework's been done; it's here; it's available  
6 for you to look at.

7 And so from here we take your comments, and  
8 each municipality goes back and considers those  
9 comments, and if the comments are something that  
10 they feel should result in a change to the plan as  
11 it exists right now, they'll take that into account  
12 over the next 60 days, because this plan cannot be  
13 submitted to the state for a period of 60 days,  
14 and -- and they'll take that into account and try to  
15 negotiate changes if changes are indeed warranted.

16 In addition to that, after tonight, this plan  
17 is sent to the county, and this plan is sent to the  
18 Southeastern Wisconsin Regional Planning Commission,  
19 which is required under the statutes to review it  
20 and provide comments. And that must be done in a  
21 very short period of time, 20 days. And we will get  
22 those comments, and the same thing, they'll go to

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23 all the municipalities, and all the municipalities  
24 will take that into consideration; and if changes  
25 are warranted on the basis of those comments, then

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1 they will be made, agreed upon, and then the  
2 agreement will be finalized.

3 Once we have all those comments, once all that  
4 discussion has occurred, and within the next 60  
5 days, each municipality must consider adopting a  
6 resolution finalizing their approval of the final  
7 agreement, and at that point in time, no earlier  
8 than 60 days from now, the agreement can be sent up  
9 to the Department of Administration for  
10 consideration, and either they can approve it; they  
11 can approve it with conditions; they can send it  
12 back; they can reject it.

13 So that's sort of the process that we -- that  
14 we undertake and so your comments are very important  
15 to everybody here tonight. So let me -- Any  
16 questions so far? Okay.

17 Let me walk you through the primary aspects of  
18 this agreement as it relates to each municipality.  
19 And so I brought some slides along here. Let's  
20 start in alphabetical order.

21 Town of Delafield. What this agreement -- And

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22 let me back up just a second, and -- because the  
23 attitude of the Town of Summit is kind of the same  
24 as the attitude of every town I've represented that  
25 is seeking to incorporate. And really in the

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1 background here is -- and everybody knows about it,  
2 everybody in the state knows about it as Mr. Susa  
3 and I were talking about, there's no secret about  
4 the fact that the Town of Summit is interested in  
5 becoming an incorporated municipality, a village.  
6 And there's basic changes to the way  
7 inter-municipal -- inter-municipal relations work if  
8 they were to become a village such as the ability to  
9 annex lands in towns that are adjacent to a village,  
10 certain rights that villages have over certain areas  
11 of towns that are located close to a village. They  
12 have the right to get involved in certain zoning  
13 decisions. They have a right to get involved in  
14 certain land division decisions.

15 And most of the towns, frankly every single  
16 town that I've represented that is seeking  
17 incorporation, has recognized the autonomy of the  
18 towns around them. And so they are willing to talk  
19 to those towns about, look, we understand all your  
20 concerns. If, in fact, we become incorporated, it  
21 is our intent to recognize your territory and not,

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22 you know, get involved in your business at all. And  
23 that's exactly what this particular proposal will  
24 do.

25 so the proposal that we have in this boundary

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1 agreement as it relates to the Town of Delafield is  
2 current boundary remains the same between Summit and  
3 Delafield forever. This is a forever document. The  
4 boundary provisions in this agreement are to lock in  
5 the boundaries of the Town of Summit and its  
6 neighbors forever.

7 Second, if Summit becomes incorporated, it will  
8 not exercise extraterritorial zoning or  
9 extraterritorial plat jurisdiction within the Town  
10 of Delafield. Delafield will be able to make its  
11 decisions as it relates to how its land develops  
12 without any interference of the Town of Summit --  
13 Village of Summit. Excuse me. If Summit becomes  
14 incorporated, it will not annex portions of the Town  
15 of Delafield without the town's written approval.

16 This is important because there may be  
17 situations where it makes sense on a reasonable  
18 basis for lands to be annexed from the Town of  
19 Delafield to the Village of Summit. And so there's  
20 an option there for property owners to actually go

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21 to Summit if they want to and if it makes sense in  
22 both the eyes of the Village of Summit and the Town  
23 of Delafield.

24 So it's pretty simple. Everything stays the  
25 same as it is right now if the Town of Summit

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1 becomes incorporated, and vice versa. If the -- if  
2 the Town of Delafield becomes incorporated and the  
3 Town of Summit doesn't, that locks the borders as  
4 well. So it's a two-way street there. Don't know  
5 if you thought about that there.

6 MR. KRAUSE: Yes, we certainly have.

7 MR. RIFFLE: Okay. Next up on the alphabetical  
8 list, Town of Oconomowoc. Little bit -- It's  
9 exactly the same situation as the Town of Delafield;  
10 lock the borders; no interference by the new Village  
11 of Summit with regard to annexations; no  
12 interference with zoning or land division; Town of  
13 Oconomowoc gets to do whatever they want to do  
14 without any interference of a new Village of Summit.

15 The difference is that there is an area that  
16 everybody recognizes right now makes sense to do  
17 something with. And I'm going to put this map up  
18 here -- if I can find the right map. Here it is --  
19 to show you what I'm talking about. It's called  
20 Jaeckles Drive here. There is an area -- and here



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21 you can see that purple is the Village of Oconomowoc  
22 Lake here, down here is the City of Oconomowoc, and  
23 the white is the Town of Summit. See that?  
24 Up here in the way northeast corner of the Town  
25 of Summit is a little triangle of area. Everybody

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1 can see that. We call that the Jaeckles Drive area.  
2 I don't know, is there a name for that subdivision?  
3 Is it Jaeckles Subdivision? Jaeckles subdivision.  
4 I don't recall, 21 lots, something along those  
5 lines. It makes absolutely no sense for the town  
6 plows to go all the way through Oconomowoc Lake or  
7 around Oconomowoc Lake to get to that area to plow.  
8 Also, eventually that area is going to need to  
9 have sewer service and so it doesn't make any sense  
10 for this area here to remain in the Town of Summit.  
11 It's no -- and of course, things get cut up and this  
12 is here because of other annexations and stuff that  
13 happened a long time ago. So the collective wisdom  
14 of everybody is, you know what? Let's get that to a  
15 logical place. They're in a town right now;  
16 Oconomowoc is right here. And so the idea under  
17 this agreement is once everything works out, that  
18 this area here goes to the Town of Oconomowoc.  
19 So the Town of Oconomowoc agreement with the

20 Town of Summit is identical to the stuff that we  
21 were talking about as it relates to the Town of  
22 Delafield with the exception that that area there  
23 should go to the -- to the Town of Oconomowoc.  
24 Who's up next? Next we have Ottawa. Ottawa is  
25 the same as Delafield in that boundaries are locked.

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1 Summit won't poke into Ottawa's business as it  
2 relates to annexations, it won't poke in its  
3 businesses as to how it develops. And right now  
4 Summit and Ottawa are involved in some joint  
5 agreements primarily relating to fire services as I  
6 understand it, and this agreement furthers that, and  
7 it memorializes the fact that Summit and Ottawa will  
8 explore the joint provision of municipal services  
9 throughout a shared services committee. They're  
10 going to form a committee, three and three, that  
11 will allow the two municipalities to discuss the  
12 feasibility and process for providing joint  
13 services.

14 So as a proactive way under this agreement that  
15 they will get together and they will, you know, have  
16 a collective discussion that is memorialized in an  
17 agreement that will basically make it an ongoing  
18 requirement to -- to meet on a routine basis, always  
19 to be mindful of -- of joint services. So that's

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20 the Ottawa aspect of this.

21 Next, Dousman. Dousman is the most  
22 comprehensive aspect of this agreement. There have  
23 been a lot of discussions between Summit and  
24 Dousman. And it's -- there are reasons why this is  
25 the most comprehensive aspect of the agreement. Any

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1 time you're dealing with an area that is urbanizing  
2 rapidly or has the economic prospects of urbanizing  
3 within the near future and is involved in areas that  
4 are rationally to be served by, you know, municipal  
5 services such as sewer and water, you're going to  
6 have to have a lot of discussion about what makes  
7 sense from a planning perspective to deal with those  
8 economic pressures. And so I cannot tell you how  
9 much I applaud Dousman and Summit for sitting down,  
10 wrestling with these very difficult things.

11 I remember in Pewaukee -- this harkens me back  
12 to the mid-'90s after Pewaukee and Waukesha were  
13 fighting, fighting, fighting for years and years,  
14 almost a century. And I remember Brent Redford was  
15 the town chair who, you know, was a staunch and  
16 adamant supporter of the town, not giving one inch  
17 to the City of Waukesha. He finally -- the  
18 agreement with Waukesha gave up a whole square mile

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19 of the Town of Pewaukee, and finally Brent said, "Do  
20 you know what? Sometimes you've got to give up a  
21 thumb to save the hand." And this is what happened  
22 here. But it was done in a collaborative fashion  
23 and it was done in a way that made sense I think,  
24 and is very much in the spirit of what everybody is  
25 trying to do on an inter-municipal basis now.

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1 So what this agreement does is there will be  
2 territory that will be transferred from Summit to  
3 Dousman over a period of approximately -- well,  
4 there's two areas, 20 years and 40 years. And it  
5 will be done at either the request of the property  
6 owners, or it will be done, you know, under certain  
7 other ways which I'll describe to you.

8 But this map here -- I'm going to get out of  
9 your way so you folks can see this -- Nope. Let's  
10 see here. Do we have that map?

11 MR. ELLING: Yes. Keep looking.

12 MR. RIFFLE: Oh, keep -- Oh, here we go. And  
13 I'm going to put this map up on the board so that  
14 you can see it. Up on the board, up on the -- Here  
15 we go. What we have here is the lands in the dark  
16 purple here that are currently in the Town of Summit  
17 will go and become part of the Village of Dousman  
18 for sure if this agreement is approved by the state,  
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19 either when the property owner wants to go -- and  
20 the property owner will probably want to go when  
21 they want to cash in, sell the farm, develop their  
22 property, split their property, septic tanks fail,  
23 that sort of thing -- or by the year 2028 there will  
24 be a sunset, and when December 31, 2028 comes, that  
25 land will go. Okay? It gives people plenty, plenty

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1 of time to plan, I think. I wouldn't be concerned  
2 if I was living there, you know. I think the  
3 statistics are that average homeowner, it's an  
4 average, is in a home about nine, nine-and-a-half  
5 years. So anyway, that is a concession that needs  
6 to be made, and it is something on the Village of  
7 Dousman that they absolutely need for their planning  
8 purposes. It's logical. So that area goes.  
9 Now, up here in this purple cross-hatched area,  
10 same deal, folks can go when they want. If they  
11 sell, they've got to go. If they -- There are some  
12 limitations of this, but for the most part if they  
13 want to bail, if they want to divide their property,  
14 that property ends up going to the Village of  
15 Dousman if the Village of Dousman is ready to take  
16 it. That's another thing that we've got to talk  
17 about here. The Village of Dousman has to agree

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18 that yeah, it's time for them to come in, otherwise  
19 they'll stay in the town until 2048, at which time  
20 turn off the switch, they go from the town or  
21 villages of Summit to the village of Dousman at that  
22 point in time. And it doesn't matter whether the  
23 village or whether the town is still a town or the  
24 town is a village, under this -- and that's one of  
25 the beauties of this process, it transcends things

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1 that happen in the future. It binds everybody to  
2 the plan right now no matter what folks want to do  
3 in the future, and it -- it's a very reasonable  
4 approach. So that's the land swapping aspect of the  
5 Dousman agreement.  
6 Dousman will agree to provide sanitary sewer  
7 services to certain properties within Summit without  
8 those properties being required to annex to Dousman.  
9 And we're in the process of finalizing that area as  
10 to what part will be available for wastewater  
11 treatment. Summit and Dousman is certainly going to  
12 continue to discuss water service within the parts  
13 of Summit and Dousman it might be willing and able  
14 to serve. And there might be some give and take in  
15 terms of whether or not there might be some  
16 territory within Summit that Dousman can utilize for  
17 accessing water if that all works out. It's just --

18 It's just a good process.

19 And I'll say something else parenthetically.

20 I've been involved in dozens, maybe 30, 40, 50  
21 inter-municipal agreements. It's always been my  
22 experience that once the agreement is done and  
23 people know where their fences are -- fences make  
24 good neighbors -- I have never seen a situation  
25 where folks don't get along, not once, after the --

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1 after that agreement is in place. And so I have  
2 every confidence and every faith that once this is  
3 put together, you know, people are going to deal  
4 with issues on the basis of what makes sense. So  
5 I'm very happy to see this.  
6 Summit and Dousman will work to develop a trail  
7 that connects Waukesha County Trail with Glacial  
8 Drumlin Trail. Dousman -- And then we've got  
9 Dousman will not any -- annex any territory outside  
10 of the purple that we talked about; boundaries  
11 forever, like we talked about. Dousman will not  
12 exercise extraterritorial authority outside the  
13 purple areas within the Town of Summit. If they  
14 become a village, then, you know, we don't worry  
15 about this, neither party does because it can't.  
16 And the same thing with zoning as well. So in that

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17 respect it's sort of a flip of what we have with  
18 Delafield and Ottawa and Town of Oconomowoc that if  
19 somehow Summit doesn't get incorporated, it's hands  
20 off in the Town of Summit. So that's the Dousman  
21 agreement in a nutshell.

22 And we come to should be Oconomowoc Lake, I  
23 think. Yep. Oconomowoc Lake is interesting in that  
24 we already have an agreement between the Town of  
25 Summit and the Village of Oconomowoc Lake. That

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1 agreement was reached in the year 2000, and that  
2 agreement locked the borders between the Village of  
3 Oconomowoc Lake and the Town of Summit. And that  
4 was done for some specific reasons that made sense  
5 at that time, and this agreement with -- that's  
6 proposed here today -- I'm sorry, I'm in your way --  
7 furthers that agreement, extends that agreement and  
8 just tweaks it a little bit with a couple of issues.

9 First and foremost we still have our solidified  
10 boundaries so that isn't changed. But in addition  
11 to everything that we have in that agreement, there  
12 is some frontage up on State Trunk Highway 16 that  
13 we will transfer, the town will transfer to the  
14 Village of Oconomowoc Lake that will make things a  
15 little bit smarter as far as transportation is  
16 concerned. I'll put this up here; probably put it



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17 right side up and not backwards. Yeah. See this  
18 area right here along Wisconsin Avenue; so that you  
19 don't have to go and take a plow truck from Summit  
20 and go all the way up here and plow up here when  
21 it's the only area that you have, other than to get  
22 back up over to get back over to Jaeckles Drive,  
23 which we talked about before. So that makes a heck  
24 of a lot of sense. It's something that will help  
25 the village of Oconomowoc out and it will help the

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1 Town of Summit out, and so that will be part of it.  
2 Then the next aspect of this is that Summit and  
3 Oconomowoc Lake agree that there's two properties  
4 that are very close to the village, and the village  
5 wants to make sure that those areas that are just  
6 closest to the village of Oconomowoc Lake get  
7 developed in a way that they know -- they know  
8 what's going to happen so that they can plan. And  
9 so that they -- you know, you want to know what's  
10 going to happen right over the horizon; it's really  
11 close to you. And so this agreement says that  
12 Summit will only allow development on those lands  
13 consistent with what their plan right now says so  
14 there can't be any bait and switch. Once Summit  
15 becomes a village, they could, you know, change

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16 everything and put, you know, 18-story apartment  
17 buildings there. Well, I don't think Oconomowoc  
18 Lake would like that. I don't think Summit would,  
19 but, you know, in the spirit of this cooperation and  
20 joint, you know, planning in the future, Summit has  
21 agreed that they will follow their own land use plan  
22 and they will not change the plans for development  
23 of those lands unless Oconomowoc Lake thinks it's a  
24 good idea too at the time. And the areas that we're  
25 talking about are the Schwab Family Limited

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1 Properties here and a certain portion of the Pabst  
2 Farms located just south of the Village of  
3 Oconomowoc Lake. So it locks those lands in to be  
4 developed consistent with what are on the plans  
5 right now; landowner certainly can understand that,  
6 given fair notice; Oconomowoc Lake given fair  
7 notice; Summit given fair notice.

8 So that is a summary of how this cooperative  
9 boundary plan will work as it relates to the various  
10 municipalities involved. So at this time it will be  
11 appropriate to open this public hearing up for  
12 comment. And if you care to comment, please turn in  
13 your -- your slip so we can keep track of who wants  
14 to talk.

15 And we have a court reporter here that will be  
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16 taking down everything that you say as she's been  
17 taking down whatever I've said. And I always  
18 shudder to read the transcript to see what a fool I  
19 made of myself. But anyway, please come up after  
20 your name's announced, state your name, give us your  
21 address, and then make your comments so that we can  
22 take everything into consideration when we go back  
23 and finalize our thoughts with regard to this  
24 agreement.  
25 I think Mr. Elling is going to call the names.

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1 I'll sit down over here.  
2 CHAIRMAN SUSA: I don't believe Henry has got  
3 any names. We had the sign-up sheet here. If there  
4 was someone that wanted to -- to make a comment, you  
5 had to fill -- fill it out so that we can get your  
6 information for the court reporter.  
7 MR. RIFFLE: Does anybody want to talk? Do you  
8 want me to stick around and go in the corner and you  
9 can ask me any questions that you want? I'd be glad  
10 to do that.  
11 CHAIRMAN SUSA: Before we -- Before we close  
12 the hearing, though, I want to -- I'd like to give  
13 the opportunity for any of the representatives from  
14 the communities to make a statement if they would

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15 like to. They don't have to. We'll start off with  
16 I'll do it right in order of the list here. Town of  
17 Delafield.

18 CHAIRMAN KANTER: No, thank you, Mr. Chairman.

19 CHAIRMAN SUSA: Town of Oconomowoc. No  
20 comment. Town of Ottawa.

21 CHAIRMAN ARROWOOD: A little bit of a concern,  
22 Town of Ottawa, we're looking at a border agreement  
23 with Summit, which is no problem, but now we've  
24 extended the amount of borderline that we have with  
25 the Village of Dousman, which is a little bit

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1 different now. And we've got a border agreement  
2 with the Village of Dousman. But now that border is  
3 extended by this agreement that you're working on.  
4 So we've got more area that wasn't included in our  
5 original border agreement where we border the  
6 Village of Dousman, and we've just got to make sure  
7 that the town is protected from any extraterritorial  
8 or any annexation for that area now that's brand new  
9 in the way of a revised border between the two  
10 communities.

11 CHAIRMAN SUSA: Okay. Thank you. Any other  
12 comments?

13 CHAIRMAN ARROWOOD: The other thing we should  
14 talk about a little bit is the fire district.

15 That's a joint district between the three groups,  
16 Dousman, Ottawa and Summit. We've got to make sure  
17 that we get together and go through the bylaws and  
18 make sure that we're up to date on those bylaws that  
19 serves the three communities well. We've just got  
20 to make sure that's still alive because there are a  
21 lot of things going on in the fire district, new  
22 fire stations being considered, different things  
23 going on, and we just want to make sure that we are  
24 up to date and we've got time to review what happens  
25 to the district that we presently have that's

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1 operating quite nicely.  
2 CHAIRMAN SUSA: Okay. Any other -- Any other  
3 board members? Okay. Village of Dousman.  
4 PRESIDENT NISSEN: I agree with Dick that we'll  
5 need to sit down and talk about their new issues in  
6 the town, and we are happy to sit down and work  
7 those details out in regards to the Town of Ottawa.  
8 I am too, and my board as well, share the same  
9 concerns with the Town of Ottawa in regards to the  
10 fire district. Dousman fire district is one of the  
11 oldest districts in the state; it's a great success.  
12 Other -- Other joint districts have been built  
13 around the concept, and I think it's a platform for

14 us to start and keep working on and growing on it,  
15 and I think it's a great example of how we can work  
16 as communities together.

17 As far as the border agreement, I am very  
18 pleased with the openness and willingness of the  
19 town to sit and meet at any time, and I look forward  
20 to hammering out any final details we may have.

21 CHAIRMAN SUSA: Okay. Oconomowoc -- Yeah,  
22 again we've already -- Oconomowoc Lake has by their  
23 silence, we know their comments. Town of Summit, we  
24 don't -- the only thing I would like to say is I'd  
25 like to thank all of my neighbors for being able to

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Public Hearing on Proposed Cooperative Plan, 1/29/09 <sup>28</sup>

1 put this thing together. It's been a long time. I  
2 think Dousman and -- and Summit have been talking  
3 for two-and-a-half or three years seriously. We  
4 were talking before that, but we seriously got to  
5 talking. Some of the board members that are on --  
6 in Dousman weren't even around at that time, and  
7 we've gone through quite a -- quite a turnover, and  
8 as the Town of Summit has. I know we started off --  
9 More than two years because originally the former  
10 town chairman, Maury Sullivan, which believe it or  
11 not that was over six years ago, was talking to  
12 Dousman about a border agreement. So it's been a  
13 long time coming, and I'm really delighted to see

14 that this is happening. I thank Ottawa; I thank the  
15 Town of Delafield for their cooperation, and  
16 Dousman. And that's about all I've got to say.

17 Now, if there are any -- You can change your  
18 mind. Or are there any public comments that -- Did  
19 you fill out a form?

20 MS. BONNIE MORRIS: I didn't.

21 CHAIRMAN SUSA: Well, we'll let you state your  
22 name. Who are you?

23 MS. BONNIE MORRIS: Okay.

24 CHAIRMAN SUSA: This happens to be -- For those  
25 that don't know, this is our county representative;

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Public Hearing on Proposed Cooperative Plan, 1/29/09 <sup>29</sup>

1 represents Ottawa, Dousman and Summit so --

2 MS. BONNIE MORRIS: No, I don't represent  
3 Ottawa anymore.

4 CHAIRMAN SUSA: Oh.

5 MR. ARROWOOD: We let her go.

6 MS. BONNIE MORRIS: I was changed to a third of  
7 the City of Oconomowoc, but I miss all of you. I  
8 really do. My name is Bonnie Morris.

9 I just want to commend your cooperation.  
10 That's something that the county just loves to see.  
11 And I was the clerk and I retired -- of the Village  
12 of Dousman. I retired in 2001, and about two years

13 before I even retired, the Village of Dousman was  
 14 talking to Maury Sullivan about a border agreement.  
 15 So this is a celebration, and I commend all of you.

16 CHAIRMAN SUSA: Thank you. Any other public  
 17 comment? In that case, I'm going to close the  
 18 public hearing.

19 MR. RIFFLE: Mr. Chair, just before you close,  
 20 if I could, I do want to tell everyone here and for  
 21 the record that there is the right of each of you to  
 22 submit written comments. If you care to do that,  
 23 please do that within the next 20 days. Send them  
 24 to the clerk of any of the municipalities that are  
 25 involved here, or all of them if you want to

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Public Hearing on Proposed Cooperative Plan, 1/29/09 <sup>30</sup>

1 photocopy and spend that much in terms of postage,  
 2 but one will do, and it will be open to everyone to  
 3 comment for that period of time in writing. And  
 4 with that, I would sit down, Mr. Chairman.

5 CHAIRMAN SUSA: Okay. So we're closing the  
 6 public comments. I believe Stan just took care of  
 7 the explanation of the plan process and the  
 8 submitting written comments. So then I would  
 9 entertain a motion to --

10 MS. KRAUT: So moved.

11 CHAIRMAN SUSA: -- adjourn.

12 MS. KRAUT: Move to adjourn.  
 Page 30



TS012909

13 MR. RILEY: I'll second.  
14 CHAIRMAN SUSA: And a second. All in favor say  
15 aye.  
16 BOARD MEMBERS: Aye.  
17 CHAIRMAN SUSA: Opposed? The ayes have it.  
18 (Proceedings ended at 7:19 p.m.)  
19  
20  
21  
22  
23  
24  
25

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□

Public Hearing on Proposed Cooperative Plan, 1/29/09 <sup>31</sup>

1  
2 STATE OF WISCONSIN }  
3 } SS:  
4 COUNTY OF WALWORTH }  
5  
6 I, LAURA L. KOLNIK, Registered Professional  
7 Reporter and Notary Public in and for the State of  
8 Wisconsin, do hereby certify that foregoing proceedings  
9 were taken before me at the Summit Town Hall, 2911 N.  
10 Dousman Road, Oconomowoc, Wisconsin on the 29th day of  
11 January, 2009.  
12 That the appearances were as noted initially.  
13  
14 I further certify that I am neither counsel for,  
15 related to, nor employed by any of the parties to the  
Page 31

TS012909

12 action in which this proceeding was taken; and, further,  
13 that I am not a relative or employee of any attorney or  
14 counsel employed by the parties hereto, nor financially  
15 interested, or otherwise, in the outcome of this action.

16 That the foregoing proceedings are true and correct  
17 as reflected by my original machine shorthand notes taken  
18 at said time and place.

19 Dated this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_

20 \_\_\_\_\_  
21 LAURA L. KOLNIK  
22 Notary Public  
23 State of Wisconsin  
24 My commission expires 4/18/10  
25

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Daniel P. Vrakas  
County Executive

Dale R. Shaver  
Director



February 13, 2009

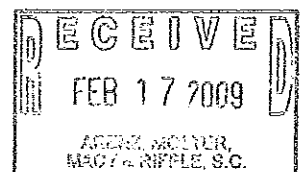
Mr. H. Stanley Riffle  
Arenz, Molter, Macy & Riffle, S.C.  
720 N. East Avenue  
P.O. Box 1348  
Waukesha, WI 53186

Dear Mr. Riffle:

Pursuant to your request, the Waukesha County Department of Parks and Land Use have reviewed the January 12, 2009 draft Cooperative Boundary Plan between the Town of Summit and the Towns of Delafield, Oconomowoc and Ottawa and the Villages of Dousman and Oconomowoc Lake. We offer the following comments and concerns:

1. Sections 4.2, 5.2 and 6.2 pertaining to the Towns of Delafield, Oconomowoc and Ottawa should list *A Comprehensive Development Plan for Waukesha County* as a Planning document that pertains to the Boundary adjustment area, as all unincorporated areas of Waukesha County are subject to this plan pursuant to Chapter 59 of the *Wisconsin Statutes*. We believe that a description similar to that describing the County Plan within Section 3.4 would be appropriate.
2. In Section 5.3, the *Waukesha County Storm Water Management and Erosion Control Ordinance* should be listed as an ordinance that affects the Boundary adjustment area for the Town of Oconomowoc.
3. Section 5.6 states that the territory to be transferred from the Town of Summit to the Town of Oconomowoc will be subject to the Town of Oconomowoc existing land use plan. However, the *Town of Oconomowoc Land Use Plan* does not show proposed land uses beyond the Town's current boundaries. Therefore, unless the Town amends their land use plan to include the acreage to be transferred, it might be more appropriate for this section to be revised to indicate that the land use designated by the Comprehensive Development Plan for Waukesha County shall apply.

Waukesha County Department of Parks and Land Use  
515 W. Moreland Blvd. • Room AC 260  
Waukesha, Wisconsin 53188-3868  
Phone: (262) 896-8300



4. Section 6.2 incorrectly identifies the *Waukesha County Shoreland and Floodland Protection Ordinance* as the "Waukesha County Shoreland, Wetland and Floodplain Protection Ordinance."
5. In Section 6.3, the *Waukesha County Shoreland and Floodland Subdivision Control Ordinance* and the *Waukesha County Storm Water Management and Erosion Control Ordinance* should be listed as existing ordinances that affect the Boundary adjustment area for the Town of Ottawa.
6. Section 6.4(D) pertaining to the Village of Dousman's police and fire services is silent with regards to Dousman's police service and should be expanded accordingly.
7. Section 6.5(C) contains text that needs further clarification pertaining to multiple family structures and dwelling units. On page 46, we suggest that the following phrasing, "Only 3 housing units made up of 2 units. . ." be re-phrased to read "Only 3 housing structures each containing 2 dwelling units. . ." This comment can be applied to similar housing sections elsewhere within the document.
8. Section 7.4(B) states that the Village of Dousman has been working to complete a storm water management plan. It is our understanding that, pursuant to Chapter NR216 of the *Wisconsin Administrative Code*, the Village was previously required to have adopted a storm water management ordinance that complies with said regulations. The adopted ordinance should be referenced within both Sections 7.3 and 7.4(B).
9. Section 7.6(E) states that there is no Land Use Plan imposed for the areas to be transferred from the Town of Summit to the Village of Dousman. Given that, the Village of Dousman has a land use plan in effect that shows planned land uses in its extraterritorial jurisdiction, we strongly recommend that consideration be given to incorporating the Village's extraterritorial plan as the effective plan within the boundary adjustment areas. Because development of lands within the transfer areas will almost exclusively require detachment from the Town, and because all lands within the transfer area will ultimately be incorporated into the Village, it would seem to follow that the Village's plan should preside in said areas. This would give landowners, potential buyers and the development community clarity as to the ultimate planned land uses within the transfer areas. Furthermore, the text of the soon to be adopted County Development Plan suggests that extra-territorial land use plans should be honored where inter-municipal boundary agreements exist.
10. Section 8.3 incorrectly identifies the *Waukesha County Shoreland and Floodland Protection Ordinance* as the Waukesha County Shoreland and Floodplain Protection Ordinance.
11. We observed a number of typographical errors and a couple of instances of missing text in our review of the document. Please advise me if you would like our list of suggested technical edits.

We appreciate the opportunity to comment on this multi-jurisdictional effort. Should you have any questions relative to our comments, please feel free to contact Jason Fruth of our Planning Division at (262) 548-7790 or myself.

Sincerely,



Dale R. Shaver  
Director

cc: Mr. Kenneth Yunker, Executive Director, SEWRPC  
Mr. George Hall, State of Wisconsin Department of Administration  
Mr. Leonard Susa, Town of Summit Chairman  
Mr. Paul Kanter, Town of Delafield Chairman  
Mr. Robert Hultquist, Town of Oconomowoc Chairman  
Mr. Richard Arrowood, Town of Ottawa Chairman  
Mr. Richard Kneiser, Village of Oconomowoc Lake President  
Mr. Jack Nissen, Village of Dousman President  
Mr. Henry Elling, Town of Summit Manager  
Ms. Debra Schueler, Town of Summit Clerk  
Mr. Tim Barbeau, Town of Delafield Planner  
Ms. Mary Elsner, Town of Delafield Clerk  
Mr. Jeff Herrmann, Town of Oconomowoc Planner  
Ms. Joanne Lesser, Town of Oconomowoc Clerk  
Ms. Sandy Scherer, Town of Ottawa Planner  
Ms. Melissa Klein, Town of Ottawa Clerk  
Ms. Cindy Schlieve, Village of Oconomowoc Lake Clerk  
Mr. Bruce Kaniewski, Village of Dousman Planner  
Ms. Penny Nissen, Village of Dousman Clerk  
File

## Julie Aquavia

---

**From:** Fruth, Jason [JFruth@waukeshacounty.gov]  
**Sent:** Friday, February 20, 2009 10:05 AM  
**To:** 'Julie Aquavia'  
**Subject:** RE: Summit Coop Bdy Agrmt

Julie,

The list below details the edits that we noticed in our review of the boundary agreement document:

- Section 4.4(F)- In the fifth paragraph, the word "are" should be deleted after "Waukesha County Parks."
- Section 6.4(C)- 1-94 is mis-typed with a one in front of the 94 and 43 in the third line of the first paragraph.
- Section 6.4(C)- Between the sixth and seventh line of the first paragraph, there is a floating "0" between the words "place" and "as."
- Section 6.5(C)- In the next to last line on page 46, the word "five tenths" is misspelled fivd tenths.
- Section 7.1(B)- In the first line, the word "with" should be replaced with "when."
- Section 7.4(C)- The last sentence of the paragraph is an incomplete thought, and text seems to be missing.
- Section 7.5(B)- The word "is" should be inserted after "St. Bruno's grade school" in the fourth line from the top of p. 55
- Section 7.6(A)- There are words missing between the words "the" and "determine" in the first line.

Please let me know if you have any questions relative to the above comments.

Jason Fruth  
Senior Planner  
Waukesha County Planning and Zoning Division  
(262) 548-7790

---

**From:** Shaver, Dale  
**Sent:** Thursday, February 19, 2009 3:51 PM  
**To:** 'Julie Aquavia'  
**Cc:** Fruth, Jason  
**Subject:** RE: Summit Coop Bdy Agrmt

Hi Julie

By copy of this note, I am asking Jason Fruth to forward to you the other technical edits we identified in the Summit document.

Dale

Dale R. Shaver  
Director  
Department of Parks and Land Use  
Room AC260  
515 Moreland Blvd  
Waukesha, WI 53188  
(262) 896-8310 office  
(262) 896-8298 fax  
[www.waukeshacounty.gov/landandparks](http://www.waukeshacounty.gov/landandparks)

---

**From:** Julie Aquavia [mailto:[jaquavia@ammr.net](mailto:jaquavia@ammr.net)]  
**Sent:** Thursday, February 19, 2009 3:31 PM

**To:** Shaver, Dale  
**Cc:** Henry Elling; stan riffle  
**Subject:** Summit Coop Bdy Agrmt

Dale -

Thanks for the prompt (ahead of time) review of the draft plan and the comments. Please send me the technical edits and I will work them in.

Julie A. Aquavia, Attorney  
Arenz, Molter, Macy & Riffle, S.C.  
P.O. Box 1348  
Waukesha, WI 53187-1348  
(262) 548-1340

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# SOUTHEASTERN WISCONSIN REGIONAL PLANNING COMMISSION

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February 4, 2009

Mr. H. Stanley Riffle  
Attorney at Law  
Arenz, Molter, Macy & Riffle, S.C.  
720 N. East Avenue  
Waukesha, WI 53186

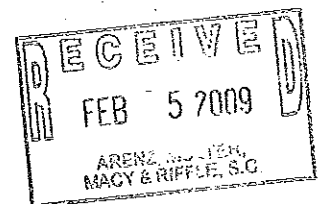
Dear Mr. Riffle:

Pursuant to your letter request of January 12, 2009, the Southeastern Wisconsin Regional Planning Commission has reviewed the cooperative boundary plan agreement between the Town of Summit and the adjacent communities of the Towns of Delafield, Oconomowoc, and Ottawa, and the Villages of Dousman and Oconomowoc Lake, dated January 12, 2009. The Commission has made the following findings relative to the cooperative boundary plan as required by the provisions of Section 66.0307 of the *Wisconsin Statutes*:

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

With respect to the future provision of sanitary sewer service in the areas concerned, the Commission would note that some areas within the ultimate boundary of the Village of Dousman are located outside of the currently adopted sewer service area. The Commission stands ready to work with the Town of Summit and the Village of Dousman in the years ahead to appropriately amend the sewer service area in a manner consistent with the proposed agreement.

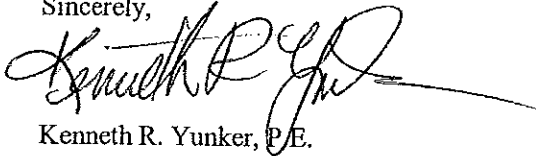
The Towns and Villages are to be congratulated on reaching agreement relative to these matters of significance to all parties concerned. The execution of this agreement will represent a major intergovernmental achievement.



Mr. H. Stanely Riffle  
February 4, 2009  
Page 2

We trust that the foregoing findings are responsive to your request and will be helpful to the communities involved. It is the Commission's hope that the boundary plan will be approved by all parties concerned.

Sincerely,

A handwritten signature in black ink, appearing to read "Kenneth R. Yunker", with a long horizontal flourish extending to the right.

Kenneth R. Yunker, P.E.  
Executive Director

KRY/DAS/lgh

#142558 v1 - SUMMIT BOUNDARY AGREEMENT WITH ADJ. COMMUNITIES

cc: Mr. Leonard Susa, Chairman, Town of Summit  
Mr. Paul Kanter, Chairman, Town of Delafield  
Mr. Robert Hultquist, Chairman, Town of Oconomowoc  
Mr. Richard Arrowood, Chairman, Town of Ottawa  
Mr. Richard Kneiser, President, Village of Oconomowoc Lake  
Mr. Richard Mace, Waukesha County Planning

F

**Schwaab Family LLC**  
**34205 Nashotah Road**  
**Nashotah, WI 53058**

February 19, 2009

Mr. Henry J. Elling, Town Manager (Delivered by Hand & E-mail)  
Town of Summit  
2911 N. Dousman Road  
Oconomowoc, WI 53066

Re: Written Comments Regarding  
Public Hearing dated January 29, 2009

Dear Mr. Elling:

I am writing this letter, on behalf of the Schwaab Family LLC, to provide comments regarding the proposed Border Agreement between the Town of Summit (TOS) and the Village of Oconomowoc Lake (VOL), which was the subject of the public hearing identified above. The Schwaab Family LLC owns the 154 acre farm that lies east of Sawyer Road and borders on the north side for approximately 1200 feet on that portion of the VOL that also lies east of Sawyer Road. We, the owners of the Schwaab Family LLC object to certain aspects of this proposed Border Agreement, as explained below.

First, let me say that our family has owned this farm since the 1850's, that is, more than 150 years. Members of the fifth and sixth generation reside on the property, and we presently have no intention of developing any portion of the land. It is reasonable to assume that our family will own and reside on the land for many more generations, and therefore we have always considered and continue to consider the use of the land from a very long term perspective. Since no one can reasonably foresee what kind of development will occur with regard to and along Sawyer Road 50 or 100 years from now, we have reservations against any extra-territorial governmental body (i.e., one with regard to which we have no representation as voters) having the unfettered right of veto power against any type of development that may go beyond what is contemplated today, in 2009.

Consequently, we have the following specific objections with regard to the proposed Border Agreement:

1. The right reserved by the VOL is not limited in any reasonable manner to take into consideration the possibility of a major transformation *in the longer term*

*future* of the area along this portion of Sawyer Road, which, for example, is approximately one-half mile from the intersection of Sawyer Road with Highway 16. There should be some *standard of reasonableness* built into any veto rights that are granted to the VOL in the Border Agreement, especially reflecting longer term future changes in the area that may differ from the presently contemplated pattern of development in the Sawyer Road corridor.

2. The proposed veto power granted to the VOL is unreasonably extensive, as it is proposed to apply to the *entirety* of my family's 154 acre farm, in spite of the fact that the common boundary with and/or impact of the farm on the VOL is/are only tangential.
  - a. The only common boundary extends along the south boundary of a single 5 acre residential lot in the VOL, a dumbbell-shaped lot that extends approximately 1200 feet eastward from Sawyer Road. Further, because that residential lot borders on its north side with the VOL's municipal gravel pit/DPW waste dumping area/shooting range, and because the easternmost portion of both the residential lot and the VOL land are full of very deep kettles and are therefore undevelopable, the impact of what may develop along the northern border of my family's farm will, in any event, have little or no impact on residents of the VOL.
  - b. *None* of the land lying across Sawyer Road to the west of our farm is in the VOL, but rather is in the TOS. A substantial portion of this land is already developed as residential, with some of it at a density that is greater than one dwelling unit per 2 acres, i.e., lot sizes of 28,600 sq. ft.
  - c. The eastern half of our farm is surrounded on the north, east and south by the City of Delafield and does not impact in any manner the VOL. It is not reasonable that the VOL should have any say over what may happen in the future on that portion of our land. For example, if one considers the portion of our land that borders on both sides of Nashotah Road, to the east of the present barn and farmhouse, there is no reasonable basis for the VOL to require any extra-territorial rights with respect to this land, which is remote from any common border and/or residents and/or ingress corridor of the VOL.
  - d. Further, there is a belt of Primary Environmental Corridor (PEC), and other wooded regions, that stretches through the middle of our land, from the northern (recently designated as PEC) to the southern boundary. This wooded belt effectively isolates the majority of our land in such a way as to be invisible from the VOL, and even from Sawyer Road. Since this PEC cannot be developed at greater than one dwelling unit per 5 acres (with 80% of trees preserved) and will therefore never materially change, it is to be expected that the majority of our land will never be visible to any residents of the VOL or to those entering or leaving the VOL on Sawyer Road. These facts, alone, demonstrate that there is *no reasonable need for the VOL to have extra-territorial influence over the eastern portion of the Schwaab Family LLC's property beyond the tree line that is visible from Sawyer Road.*

We believe that the proposed Border Agreement between the TOS and the VOL directly affects the Schwaab Family LLC's legal rights with respect to its property. We further understand that this proposed agreement, if it becomes final, will result in the VOL having extra-territorial rights with respect to the potential development of our land that the VOL would not otherwise possess, once the TOS becomes an incorporated village. As a consequence, we are of the opinion that the Schwaab Family LLC ought to have some say in the negotiation of the proposed Border Agreement, as our interests and rights are directly affected.

At the very least, any extra-territorial rights that are granted by the TOS with respect to property owned by any resident of the TOS should be carefully limited to only those that can be demonstrated to be reasonably necessary to protect the legitimate interests of the VOL, inasmuch as any TOS resident affected by such rights is left without citizen recourse vis-à-vis the VOL, a situation that ought to be avoided to the extent possible. The Schwaab Family LLC therefore respectfully requests that the proposed Border Agreement between the TOS and the VOL be modified to grant to the VOL only extra-territorial rights with respect to our family farm property that are strictly limited to a minimum necessary to protect the reasonable and legitimate concerns of the VOL, in accordance with the facts set forth above.

Thank you for your consideration.

Very truly yours,

Schwaab Family LLC  
Richard Schwaab, Manager

Cc: Mr. Richard Kneiser, President  
Village of Oconomowoc Lake



RESOLUTION # 09-586RESOLUTION AUTHORIZING SUBMISSION OF COOPERATIVE BOUNDARY  
AGREEMENT TO DEPARTMENT OF ADMINISTRATION

WHEREAS, the Town of Delafield and the Town of Summit, by their governing bodies, authorized the negotiation and preparation of a cooperative boundary plan to fix the municipal boundaries between the two Towns; and,

WHEREAS, the provisions of §66.0307, Stats., provide that the Department of Administration, Division of Municipal Boundary Review must review the changes to municipal boundaries which are set forth in a cooperative boundary agreement and any supporting materials and information; and,

WHEREAS, the Town of Delafield Board of Supervisors, the Town of Summit Board of Supervisors, their attorneys and planning personnel have prepared a submission for the Department of Administration for its review in furtherance of Delafield and Summit's boundary change; and,

WHEREAS, the proposed agreement must be reviewed by the county zoning agency as well as the regional planning commission, be the subject of a public hearing and the participants must accept and review written public comments on the plan; and,

WHEREAS, Delafield and Summit have complied with these review requirements.

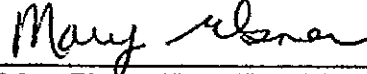
NOW THEREFORE, the Town of Delafield Town Board has reviewed the prepared submission document and supporting information and materials and approves and authorizes the delivery of the cooperative boundary agreement as reflected in Exhibit A, which memorializes that portion of the Agreement between Summit and Delafield, to this Resolution to the Municipal Boundary Review Division of the State of Wisconsin's Department of Administration.

Dated this 24 day of March, 2009.

By the Town Board of the Town of Delafield

  
Paul L. Kanter, Chairman

Attest:

  
Mary Elsner, CMC, WCMC  
Clerk



STATE OF WISCONSIN    TOWN OF OCONOMOWOC    WAUKESHA COUNTY

RESOLUTION # 2009-3

RESOLUTION AUTHORIZING SUBMISSION OF COOPERATIVE BOUNDARY  
AGREEMENT TO DEPARTMENT OF ADMINISTRATION

WHEREAS, the Town of Oconomowoc and the Town of Summit, by their governing bodies, authorized the negotiation and preparation of a cooperative boundary plan to fix the municipal boundaries between the two Towns; and,

WHEREAS, the provisions of §66.0307, Stats., provide that the Department of Administration, Division of Municipal Boundary Review must review the changes to municipal boundaries which are set forth in a cooperative boundary agreement and any supporting materials and information; and,

WHEREAS, the Town of Oconomowoc Board of Supervisors, the Town of Summit Board of Supervisors, their attorneys and planning personnel have prepared a submission for the Department of Administration for its review in furtherance of Oconomowoc and Summit's boundary change; and,

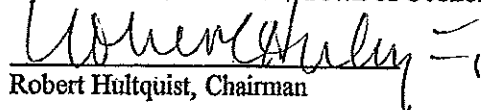
WHEREAS, the proposed agreement must be reviewed by the county zoning agency as well as the regional planning commission, be the subject of a public hearing and the participants must accept and review written public comments on the plan; and,

WHEREAS, Oconomowoc and Summit have complied with these review requirements.


NOW THEREFORE, the Town of Oconomowoc Town Board has reviewed the prepared submission document and supporting information and materials and approves and authorizes the delivery of the cooperative boundary agreement to the Municipal Boundary Review Division of the State of Wisconsin's Department of Administration.

Dated this 6th day of April 2009.

By the Town Board of the Town of Oconomowoc

  
Robert Hultquist, Chairman

Attest:

  
JoAnn Lesser, Clerk

RESOLUTION # 3.01ARESOLUTION AUTHORIZING SUBMISSION OF COOPERATIVE BOUNDARY  
AGREEMENT TO DEPARTMENT OF ADMINISTRATION

WHEREAS, the Town of Ottawa and the Town of Summit, by their governing bodies, authorized the negotiation and preparation of a cooperative boundary plan to fix the municipal boundaries between the two Towns; and,

WHEREAS, the provisions of §66.0307, Stats., provide that the Department of Administration, Division of Municipal Boundary Review must review the changes to municipal boundaries which are set forth in a cooperative boundary agreement and any supporting materials and information; and,

WHEREAS, the Town of Ottawa Board of Supervisors, the Town of Summit Board of Supervisors, their attorneys and planning personnel have prepared a submission for the Department of Administration for its review in furtherance of Ottawa and Summit's boundary change; and,

WHEREAS, the proposed agreement must be reviewed by the county zoning agency as well as the regional planning commission, be the subject of a public hearing and the participants must accept and review written public comments on the plan; and,

WHEREAS, Ottawa and Summit have complied with these review requirements.

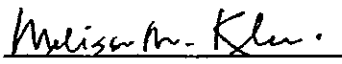
NOW THEREFORE, the Town of Ottawa Town Board has reviewed the prepared submission document and supporting information and materials and approves and authorizes the delivery of the cooperative boundary agreement to the Municipal Boundary Review Division of the State of Wisconsin's Department of Administration.

Dated this 9<sup>th</sup> day of March 2009.

By the Town Board of the Town of Ottawa

  
Richard Arrowood, Chairman

Attest:

  
Melissa M. Klein, Clerk

RECEIVED MAR 17 2009

STATE OF WISCONSIN VILLAGE OF DOUSMAN WAUKESHA COUNTY

RESOLUTION # 06-09

RESOLUTION AUTHORIZING SUBMISSION OF COOPERATIVE BOUNDARY  
AGREEMENT TO DEPARTMENT OF ADMINISTRATION

WHEREAS, the Village of Dousman and the Town of Summit, by their governing bodies, authorized the negotiation and preparation of a cooperative boundary plan to fix the municipal boundaries between the Town and Village; and,

WHEREAS, the provisions of §66.0307, Stats., provide that the Department of Administration, Division of Municipal Boundary Review must review the changes to municipal boundaries which are set forth in a cooperative boundary agreement and any supporting materials and information; and,

WHEREAS, the Village Board of Trustees, the Town Board of Supervisors, their attorneys and planning personnel have prepared a submission for the Department of Administration for its review in furtherance of the Town and Village's boundary change; and,


WHEREAS, the proposed agreement must be reviewed by the county zoning agency as well as the regional planning commission, be the subject of a public hearing and the participants must accept and review written public comments on the plan; and,


WHEREAS, the Town and Village have complied with these review requirements.

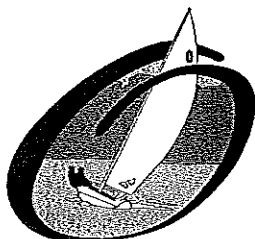
NOW THEREFORE, the Village of Dousman Village Board has reviewed the prepared submission document and supporting information and materials and approves and authorizes the delivery of the cooperative boundary agreement to the Municipal Boundary Review Division of the State of Wisconsin's Department of Administration.

Dated this 21<sup>st</sup> day of April 2009.

By the Village Board of the Village of Dousman

  
\_\_\_\_\_  
Jack Nissen  
Village Board President

Attest:  
  
\_\_\_\_\_  
Penny Nissen, Village Clerk



## VILLAGE OF OCONOMOWOC LAKE

35328 W. Pabst Road, Oconomowoc, Wisconsin 53066

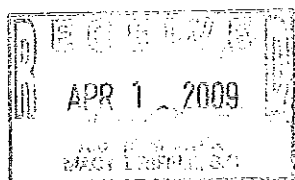
STATE OF WISCONSIN }  
WAUKESHA COUNTY } ss.  
VILLAGE OF  
OCONOMOWOC LAKE }

I, Cindy J. Schlieve, Village Clerk of the Village of Oconomowoc Lake, Waukesha County, Wisconsin, do hereby certify that this copy of Resolution Number 139 is a true and accurate copy of Resolution Number 139, which is on file in the Village Clerk's Office.

I hereby certify that said resolution was adopted by the Village Board of Trustees for the Village of Oconomowoc Lake, Wisconsin, at a regular meeting there of held on March 16, 2009.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Oconomowoc Lake, Wisconsin, this 31st day of March, 2009.

Cindy J. Schlieve, Village Clerk  
Village of Oconomowoc Lake  
Waukesha County, WI



[www.oconlake.com](http://www.oconlake.com) [villagehall@oconlake.com](mailto:villagehall@oconlake.com)  
Phone: 262-567-5301 Fax: 262-567-7447

## VILLAGE OF OCONOMOWOC LAKE

RESOLUTION # 139RESOLUTION AUTHORIZING SUBMISSION OF COOPERATIVE BOUNDARY  
AGREEMENT TO DEPARTMENT OF ADMINISTRATION

WHEREAS, the Village of Oconomowoc Lake and the Town of Summit, by their governing bodies, authorized the negotiation and preparation of a cooperative boundary plan to fix the municipal boundaries between the Town and Village; and,

WHEREAS, the provisions of §66.0307, Stats., provide that the Department of Administration, Division of Municipal Boundary Review must review the changes to municipal boundaries which are set forth in a cooperative boundary agreement and any supporting materials and information; and,

WHEREAS, the Village Board of Trustees, the Town Board of Supervisors, their attorneys and planning personnel have prepared a submission for the Department of Administration for its review in furtherance of the Town and Village's boundary change; and,

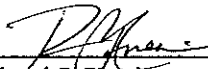
WHEREAS, the proposed agreement must be reviewed by the county zoning agency as well as the regional planning commission, be the subject of a public hearing and the participants must accept and review written public comments on the plan; and,

WHEREAS, the Town and Village have complied with these review requirements.

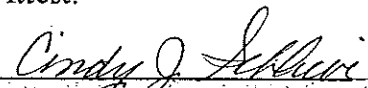
NOW THEREFORE, the Village of Oconomowoc Lake Village Board has reviewed the prepared submission document and supporting information and materials and approves and authorizes the delivery of the cooperative boundary agreement to the Municipal Boundary Review Division of the State of Wisconsin's Department of Administration.

Dated this 16<sup>th</sup> day of March, 2009.

By the Village Board of the Village of Oconomowoc Lake

  
\_\_\_\_\_  
Richard J. Kneiser  
Village Board President

Attest:

  
\_\_\_\_\_  
Cindy J. Schlieve, Village Clerk

STATE OF WISCONSIN

TOWN OF SUMMIT

WAUKESHA COUNTY

RESOLUTION # 256-09

RESOLUTION AUTHORIZING SUBMISSION OF COOPERATIVE BOUNDARY  
AGREEMENT WITH THE TOWN OF DELAFIELD, TOWN OF OTTAWA, TOWN OF  
OCONOMOWOC, VILLAGE OF DOUSMAN AND VILLAGE OF OCONOMOWOC LAKE  
TO DEPARTMENT OF ADMINISTRATION

WHEREAS, the Town of Summit Town Board authorized the negotiation and preparation of a cooperative boundary plan to fix the municipal boundaries with the Town of Delafield, Town of Ottawa, Town of Oconomowoc, Village of Dousman, and Village of Oconomowoc Lake; and,

WHEREAS, the provisions of §66.0307, Stats., provide that the Department of Administration, Division of Municipal Boundary Review must review the changes to municipal boundaries which are set forth in a cooperative boundary agreement and any supporting materials and information; and,

WHEREAS, the Town of Summit Board of Supervisors, its attorneys and planning personnel prepared a submission for the Department of Administration's review in furtherance of the boundary change with each of the participating municipalities; and,

WHEREAS, the proposed agreement must be reviewed by the county zoning agency as well as the regional planning commission, be the subject of a public hearing and the participants must accept and review written public comments on the plan; and,

WHEREAS, Summit and its neighbors have complied with these review requirements.

NOW THEREFORE, the Town of Summit Town Board has reviewed the prepared submission document and supporting information and materials and approves and authorizes the delivery of the cooperative boundary agreement to the Municipal Boundary Review Division of the State of Wisconsin's Department of Administration.

Dated this 2 day of April 2009.

By the Town Board of the Town of Summit

Leonard J. Susa  
Leonard Susa, Chairman

Attest:

Debra J. Schueler  
Debra J. Schueler, Clerk















## MAP LIST

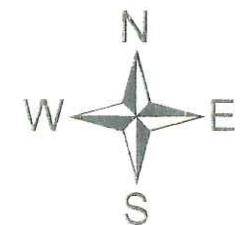
Existing Political Boundaries .....	Map 1
Existing Political Boundaries - Overview .....	Map1a
Town of Summit Existing Land Use .....	Map 2
Town of Summit Topography .....	Map 3
Town of Summit Soil .....	Map 4
Town of Summit Woodlands, Surface Water & Wetlands .....	Map 5
Town of Summit Future Land Use .....	Map 6
Dousman Fire District & Summit Fire District .....	Map 7
Town of Delafield Topography .....	Map 8
Town of Delafield Soil .....	Map 9
Town of Delafield Woodlands, Surface Water & Wetlands .....	Map 10
Town of Delafield Land Use 2005 .....	Map 11
Town of Oconomowoc Topography .....	Map 12
Town of Oconomowoc Soils .....	Map 13
Town of Oconomowoc Woodlands, Surface Water & Wetlands .....	Map 14
Town of Oconomowoc Land Use Plan .....	Map15a
Town of Oconomowoc Existing Land Use 2000 .....	Map 15b
Land Transferred from Town of Summit to Town of Oconomowoc .....	Map 16
Town of Ottawa Topography .....	Map 17
Town of Ottawa Soil .....	Map 18
Town of Ottawa Woodlands, Surface Water & Wetlands .....	Map 19
Town of Ottawa Existing Land Uses .....	Map 20
Village of Dousman Topography .....	Map 21
Village of Dousman Soils .....	Map 22
Village of Dousman Woodlands, Surface Water & Wetlands .....	Map 23
Village of Dousman Existing Land Use 2000 .....	Map 24
Village of Dousman Proposed Land Use .....	Map 25
Village of Dousman Land to be Transferred from Summit .....	Map 26
Village of Oconomowoc Lake Proposed Land Use .....	Map 27
Village of Oconomowoc Lake Territory Subject to Plan .....	Map 28
Legal Description of area to be transferred to Village of Oconomowoc Lake .....	Map 28a



# MAP 1 EXISTING POLITICAL BOUNDARIES

## Legend

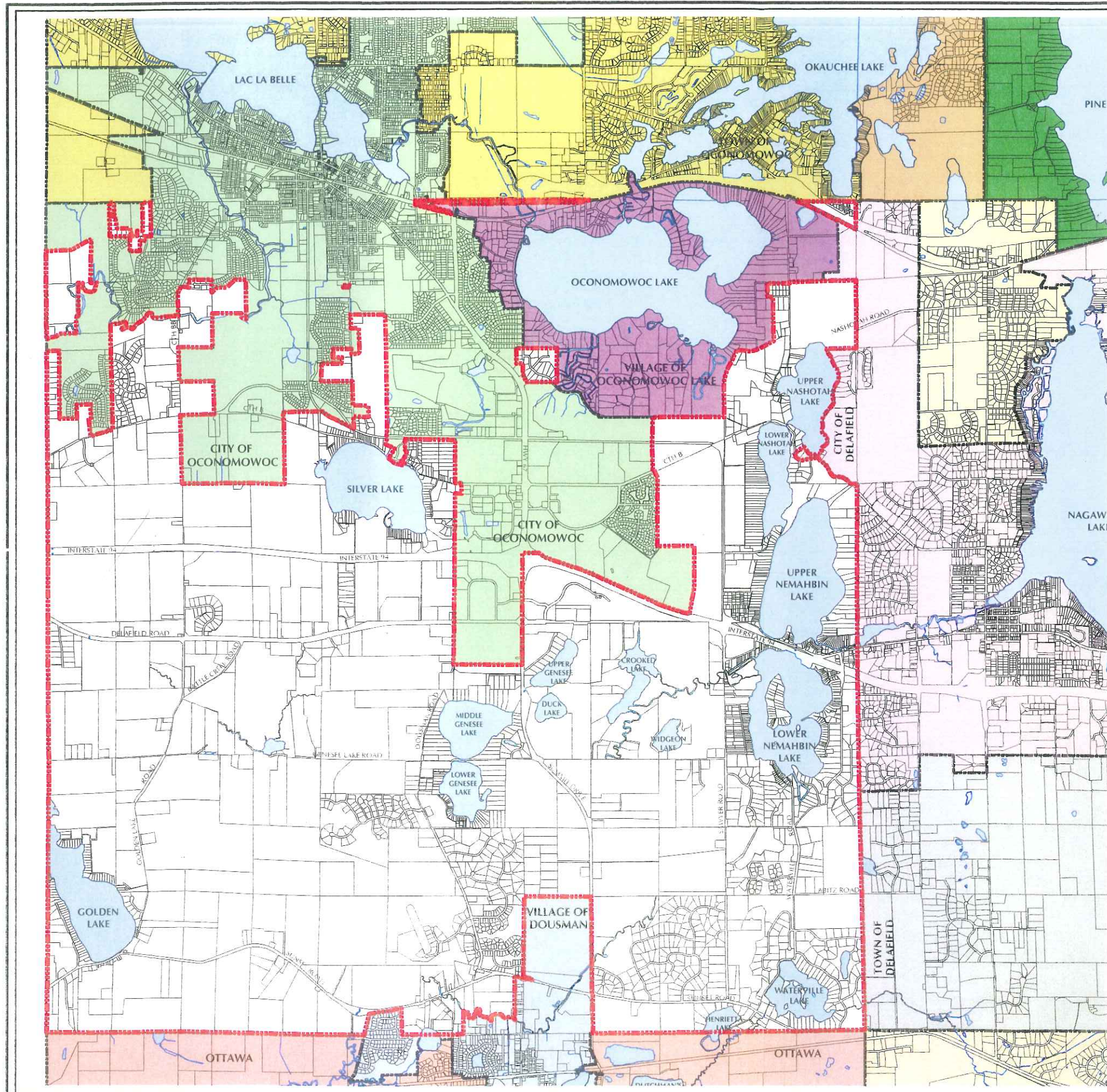
-  CITY OF DELAFIELD
-  CITY OF OCONOMOWOC
-  TOWN OF DELAFIELD
-  TOWN OF GENESEE
-  TOWN OF MERTON
-  TOWN OF OCONOMOWOC
-  TOWN OF OTTAWA
-  TOWN OF SUMMIT
-  VILLAGE OF CHENEQUA
-  VILLAGE OF DOUSMAN
-  VILLAGE OF NASHOTAH
-  VILLAGE OF OCONOMOWOC LAKE
-  PARCEL AND ROW LINES
-  SURFACE WATER



0 2,000 4,000 8,000 Feet
















Map created January 8, 2009  
YCA Project # 3308-245





# MAP 1a EXISTING POLITICAL BOUNDARIES

## Legend

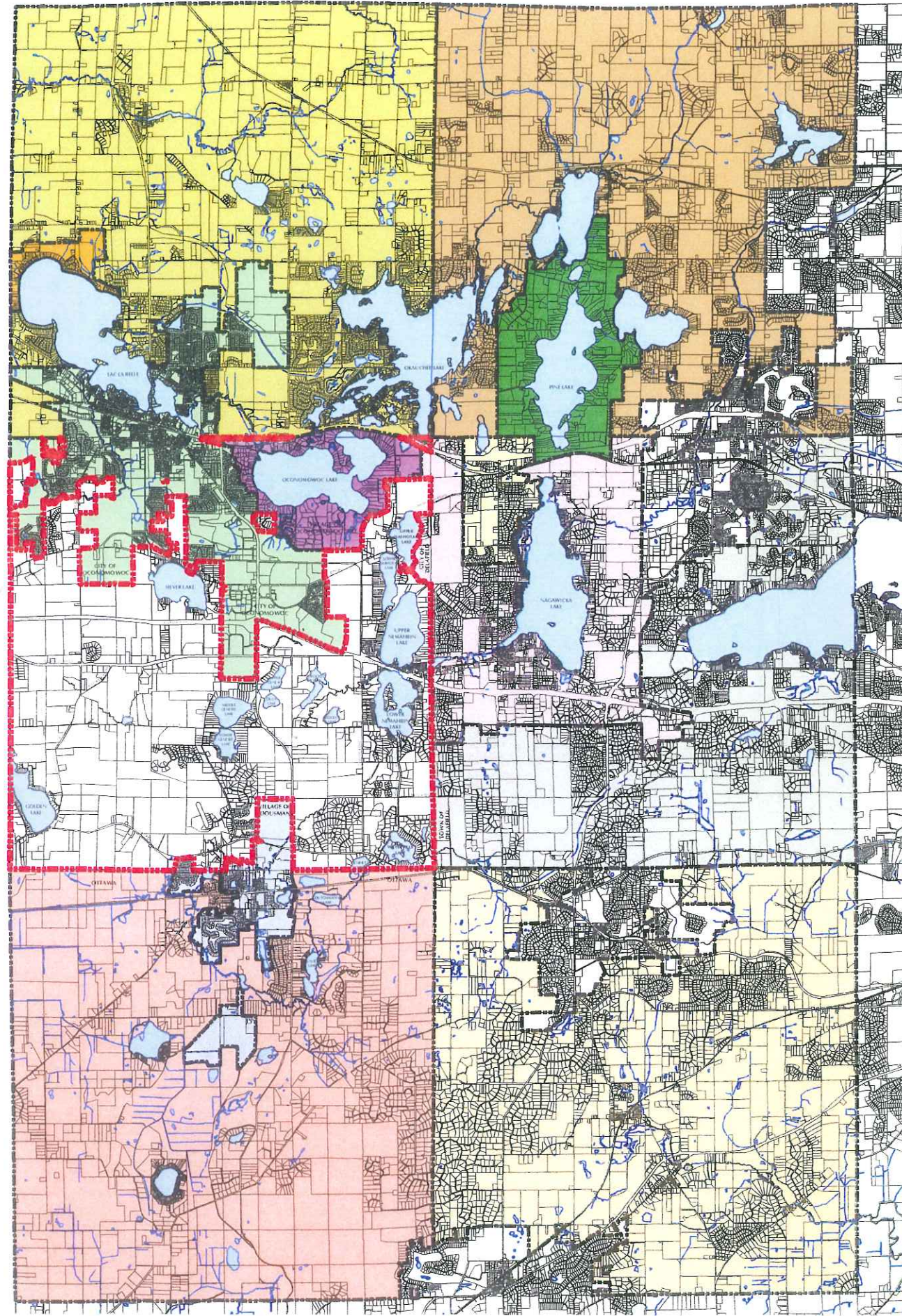
-  CITY OF DELAFIELD
-  CITY OF OCONOMOWOC
-  TOWN OF DELAFIELD
-  TOWN OF GENESEE
-  TOWN OF MERTON
-  TOWN OF OCONOMOWOC
-  TOWN OF OTTAWA
-  TOWN OF SUMMIT
-  VILLAGE OF CHENEQUA
-  VILLAGE OF DOUSMAN
-  VILLAGE OF NASHOTAH
-  VILLAGE OF OCONOMOWOC LAKE
-  VILLAGE OF LAC LA BELLE

 PARCEL AND ROW LINES

 SURFACE WATER










0 4,750 9,500 19,000 Feet



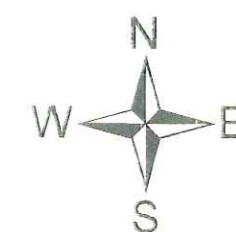


# MAP 2 SUMMIT TOWNSHIP EXISTING LAND USES IN 2000

## Legend

-  SURFACE WATER
-  TOWN OF SUMMIT
-  OTHER MUNICIPAL BOUNDARIES
-  RESIDENTIAL
-  COMMERCIAL
-  TRANSPORTATION / UTILITIES
-  GOVERNMENT / INSTITUTIONAL
-  RECREATIONAL
-  AGRICULTURAL / UNUSED / OPEN LANDS
-  PARCEL AND ROW LINES

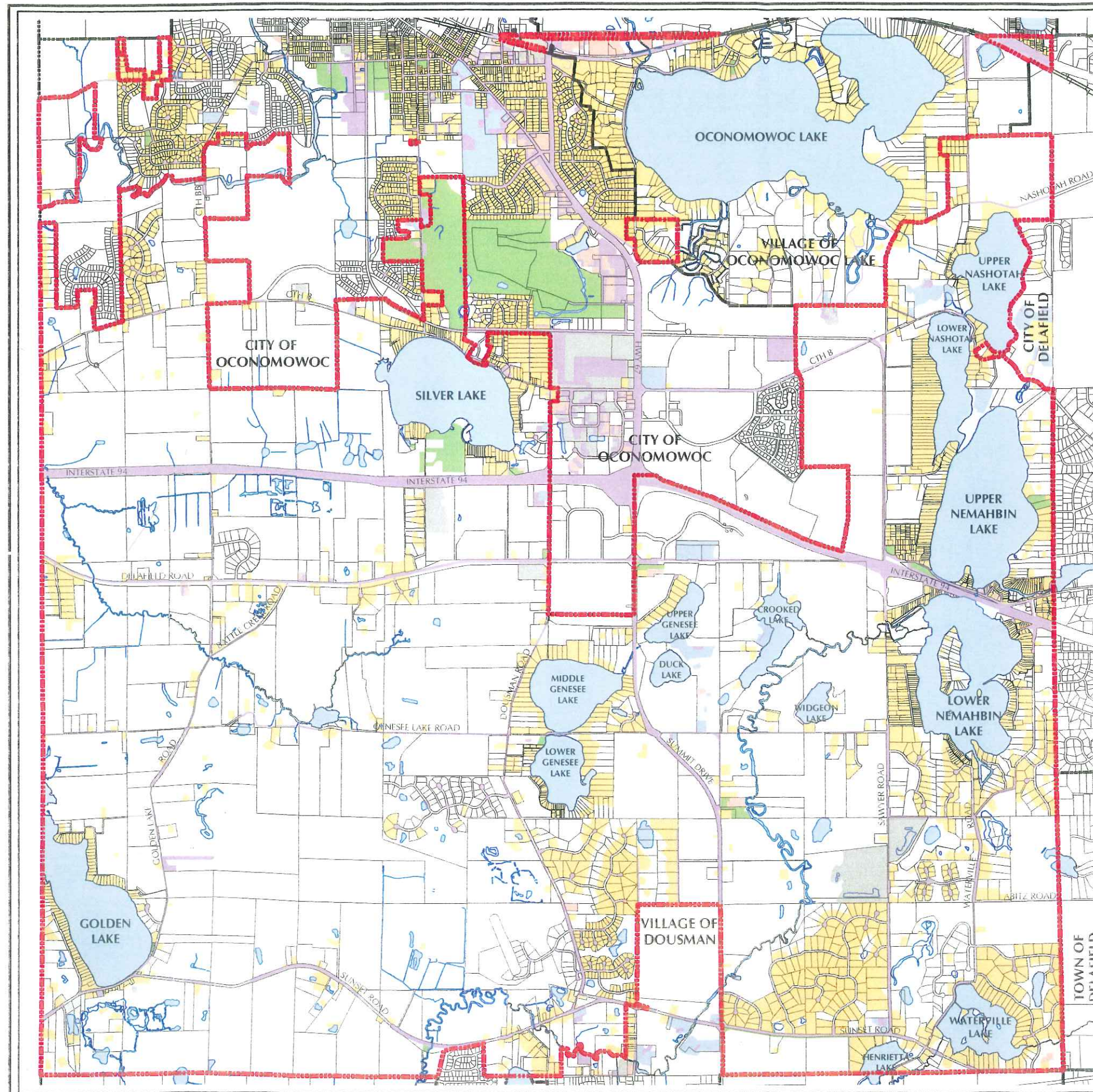
SOURCES: SEWRPC and Waukesha County



0 1,600 3,200 6,400 Feet



Map created January 9, 2009  
YCA Project # 3308-245










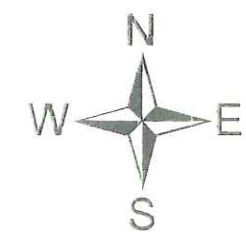
# MAP 3 TOPOGRAPHY IN THE TOWN OF SUMMIT

## Legend

### ELEVATION IN FEET ABOVE SEA LEVEL

-  800.000000 - 850.000000
-  850.000001 - 900.000000
-  900.000001 - 950.000000
-  950.000001 - 1000.000000
-  1000.000001 - 1050.000000
-  1050.000001 - 1100.000000
-  1100.000001 - 1150.000000

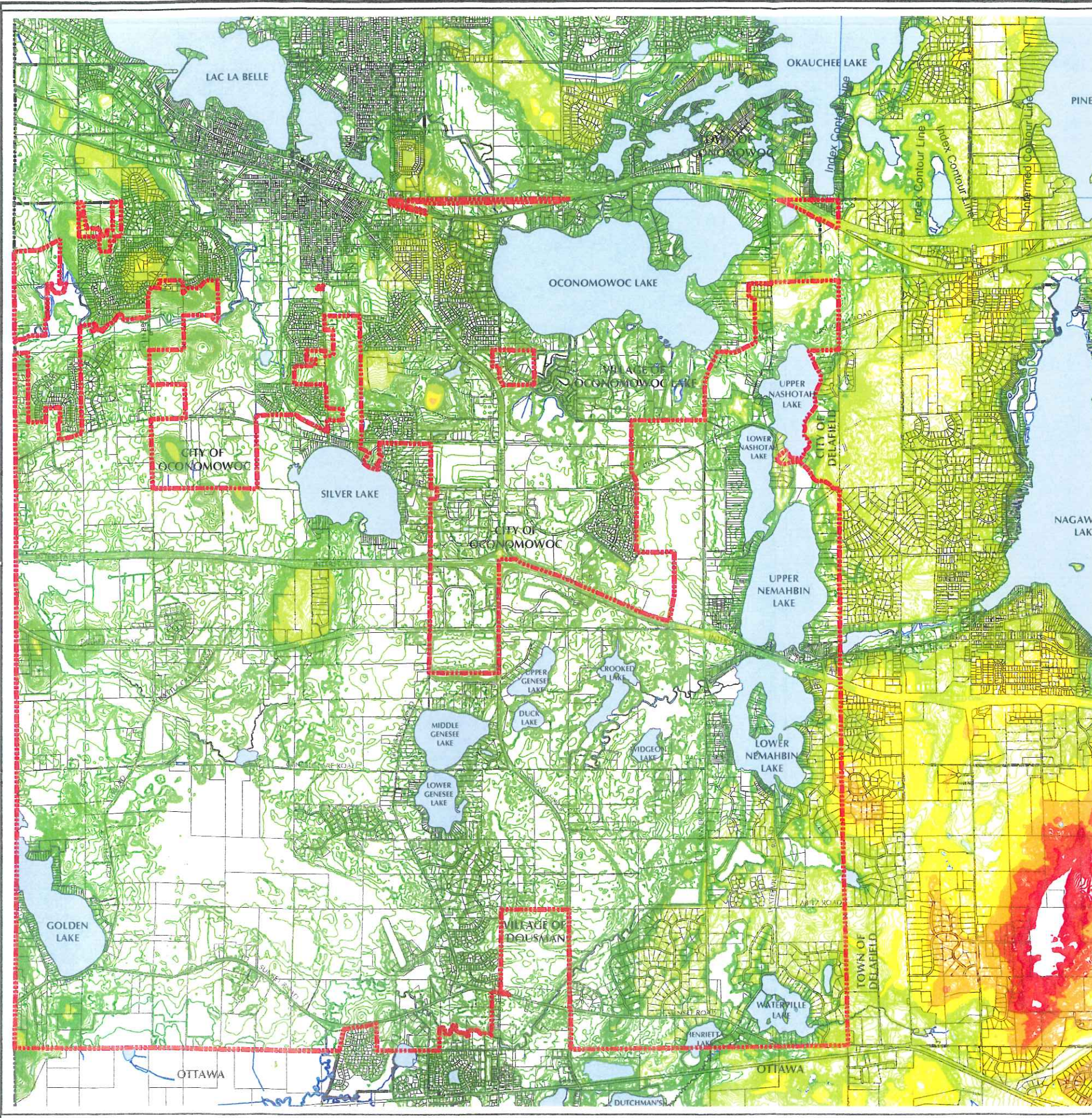
-  TOWN OF SUMMIT
-  PARCEL AND ROW LINES
-  SURFACE WATER



0 2,000 4,000 8,000 Feet



Map created November 14, 2008  
YCA Project # 3308-243





**MAP 4**  
**GENERAL SOILS IN**  
**THE SUMMIT TOWNSHIP**

**Legend**

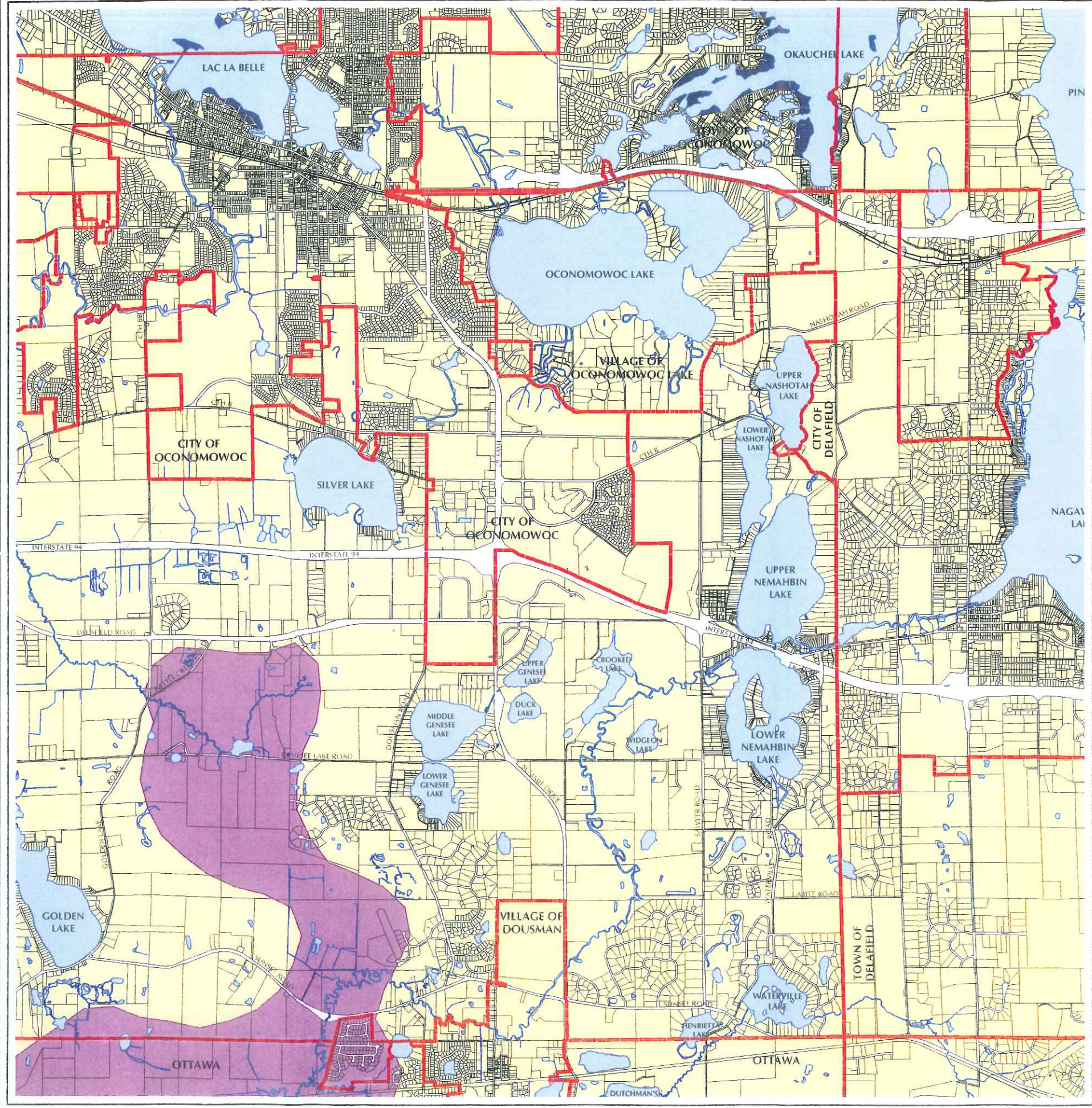
-  HOUGHTON
-  RODMAN-FOX-CASCO
-  MUNICIPAL BOUNDARIES
-  PARCEL AND ROW LINES
-  SURFACE WATER



0 2,000 4,000 8,000 Feet










Map created November 14, 2008  
YCA Project # 3308-245



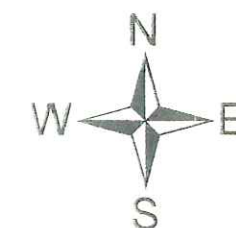


# MAP 5 WETLANDS, WOODLANDS & SURFACE WATERS IN THE SUMMIT TOWNSHIP


## Legend

-  WETLANDS
-  FILLED/DRAINED WETLANDS
-  WETLANDS < 0.25-ACRE
-  WOODLANDS
-  MUNICIPAL BOUNDARIES
-  PARCEL AND ROW LINES
-  SURFACE WATER

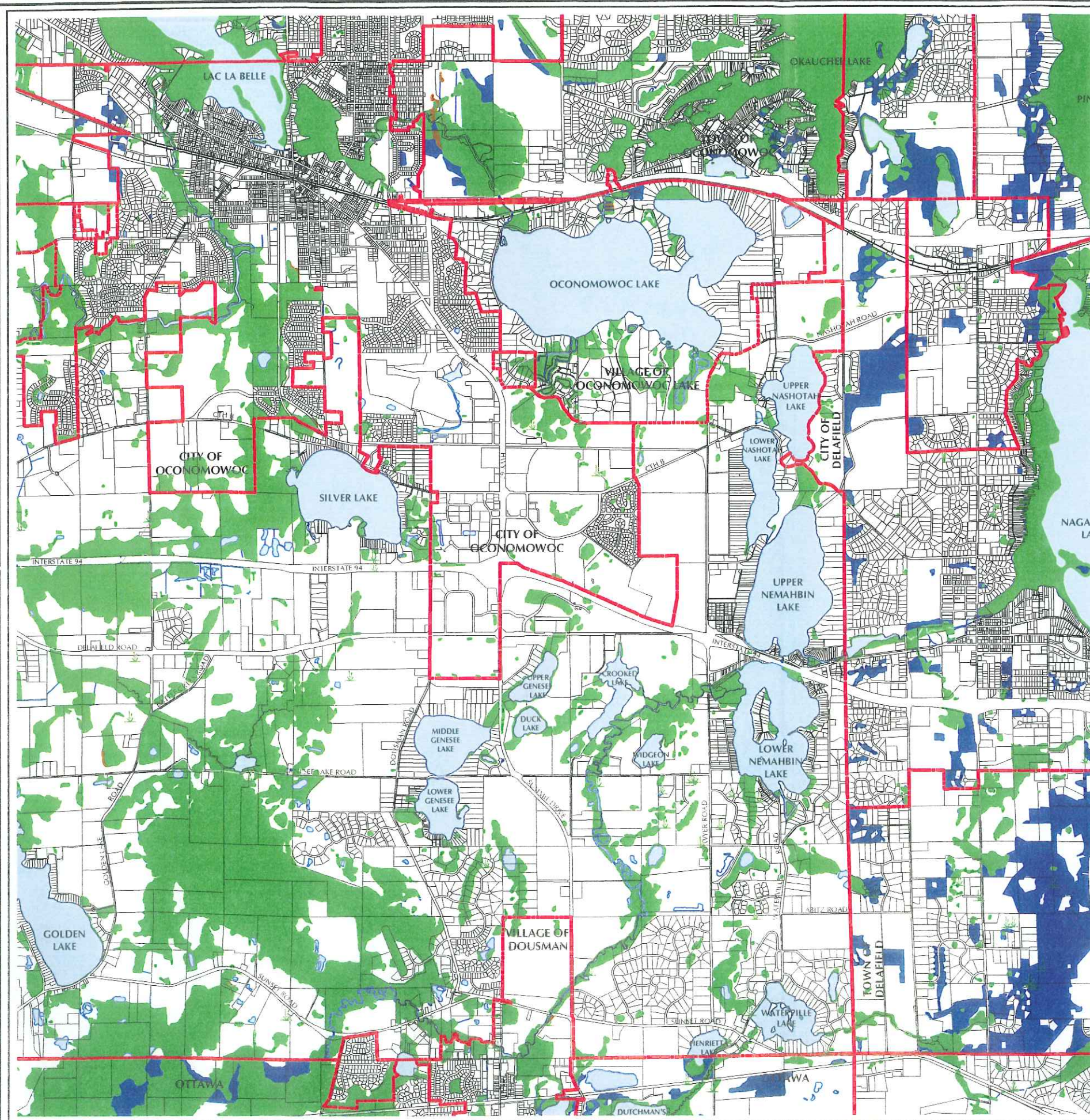
SOURCES: Waukesha County and the 2005 Wisconsin Wetland Inventory



0 2,000 4,000 8,000 Feet




Map created January 9, 2009  
YCA Project # 3308-245



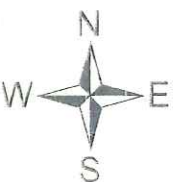


# MAP 6 TOWN OF SUMMIT FUTURE LAND USE MAP

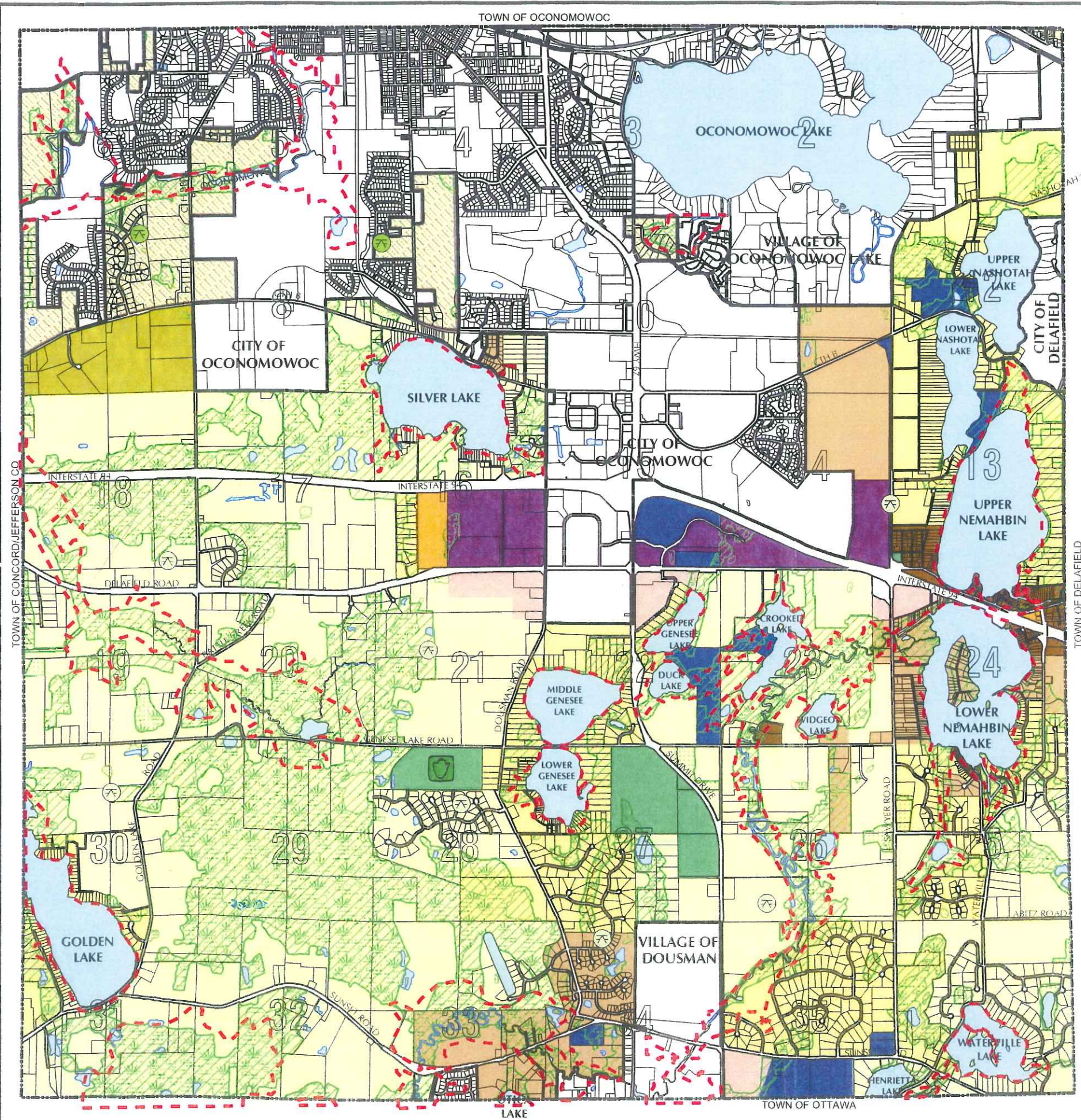
Original Adoption June 4, 2001  
Amended Through March 12, 2008  
Reformatted November 26, 2008 for  
Boundary Agreement

## Legend

-  SF Residential 2.4-acre
-  SF Residential 1.6-acre
-  SF Residential 0.8-acre
-  SF Residential 0.6-acre
-  MF Residential 6 D.U.A.
-  Institutional
-  Commercial/Office
-  Mixed Use
-  Industrial/Business Park
-  Special District
-  Park/Recreational
-  Primary Environmental Corridor
-  Secondary Environmental Corridor
-  Isolated Natural Resource Area
-  Wetlands
-  Neighborhood Park
-  Neighborhood Park (City)
-  Community Park
-  Ceded to City of Oconomowoc by 2010
-  FEMA Floodplain Boundary
-  Municipal Boundaries



0 1,600 3,200 6,400 Feet





# MAP 7 SUMMIT AND DOUSMAN FIRE DEPARTMENT DISTRICTS

## Legend

-  SURFACE WATER
-  MUNICIPAL BOUNDARIES
-  PARCEL AND ROW LINES
-  SUMMIT FIRE DEPT. DISTRICT
-  DOUSMAN FIRE DEPT. DISTRICT

SOURCES: Town of Summit, SEWRPC, and Waukesha County



0 3,450 6,900 13,800 Feet












# MAP 8 TOPOGRAPHY IN THE DELAFIELD TOWNSHIP

## Legend

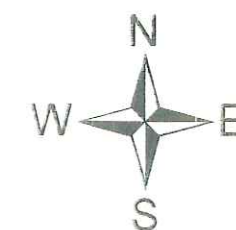
ELEVATION IN FEET  
ABOVE SEA LEVEL

-  882.000000 - 911.000000
-  911.000001 - 940.000000
-  940.000001 - 969.000000
-  969.000001 - 998.000000
-  998.000001 - 1027.000000
-  1027.000001 - 1056.000000
-  1056.000001 - 1085.000000
-  1085.000001 - 1114.000000

 PARCEL AND ROW LINES

 SURFACE WATER

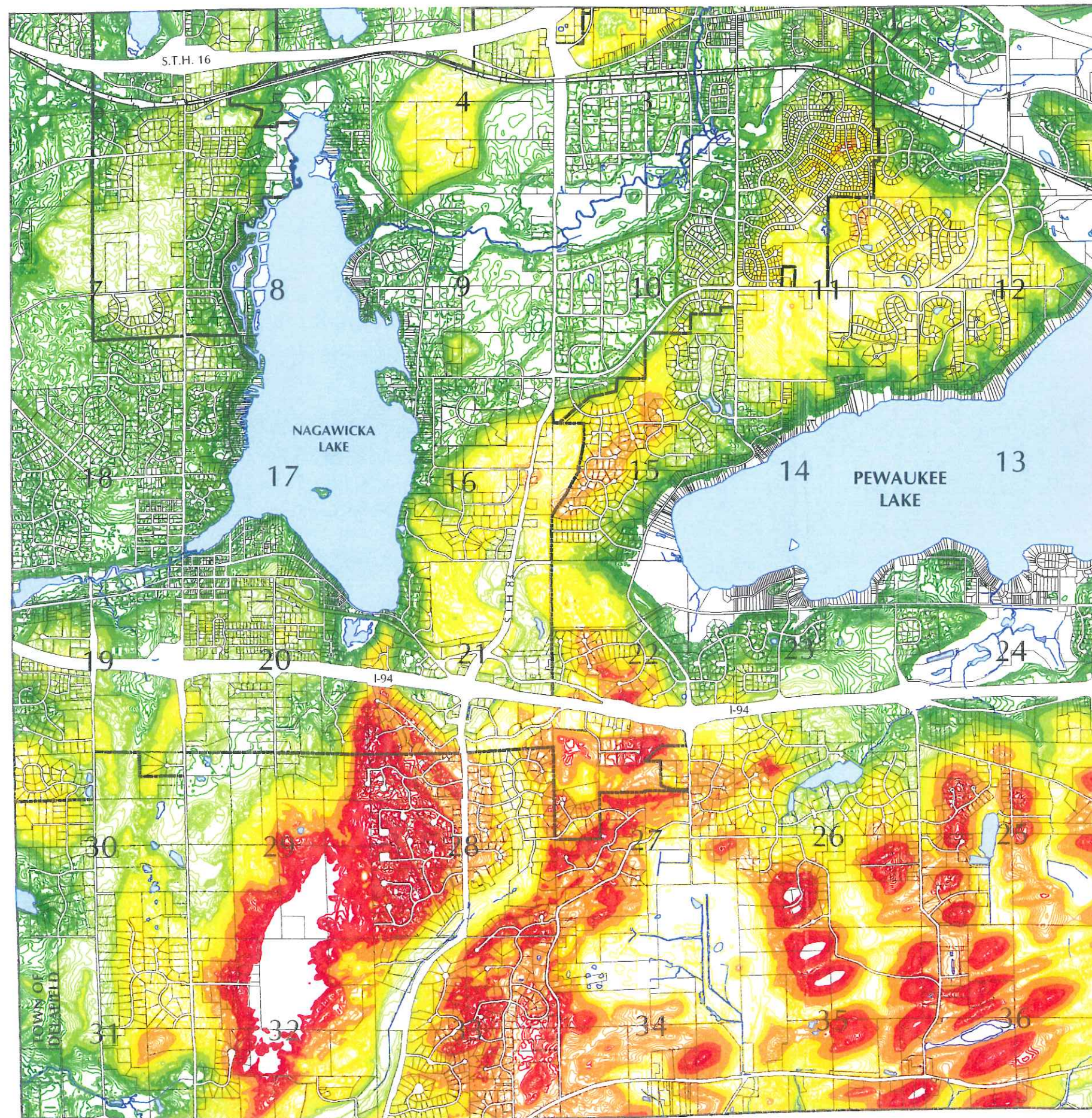
SOURCES: WDNR, Waukesha County, Town of Summit



0 1,600 3,200 6,400 Feet




Map created November 24, 2008  
YCA Project # 3308-245





# MAP 9 GENERAL SOIL ASSOCIATIONS IN THE DELAFIELD TOWNSHIP

## Legend

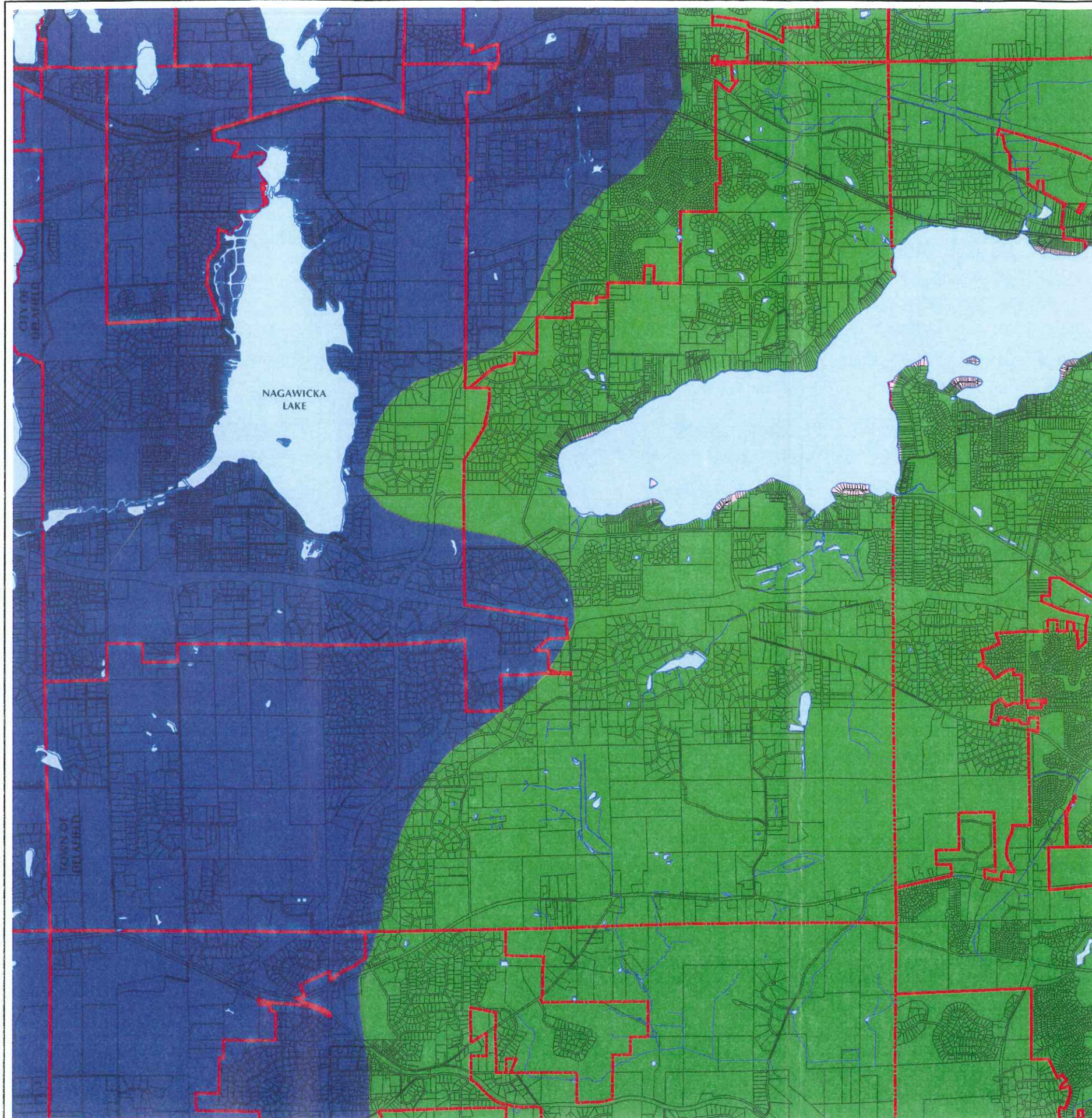
SOIL ASSOCIATIONS:

-  WATER
-  RODMAN-FOX-CASCO
-  THERESA-PELLA-HOCHHEIM

 MUNICIPAL BOUNDARIES

 PARCEL AND ROW LINES

 SURFACE WATER



0 2,000 4,000 8,000 Feet









Map created January 12, 2009  
YCA Project # 3308-245

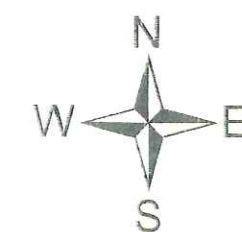


# MAP 10 WETLANDS, WOODLANDS, AND SURFACE WATER IN THE DELAFIELD TOWNSHIP

## LEGEND

-  WETLANDS
-  WOODLANDS
-  PARCEL AND ROW LINES
-  SURFACE WATER
-  MUNICIPAL BOUNDARIES

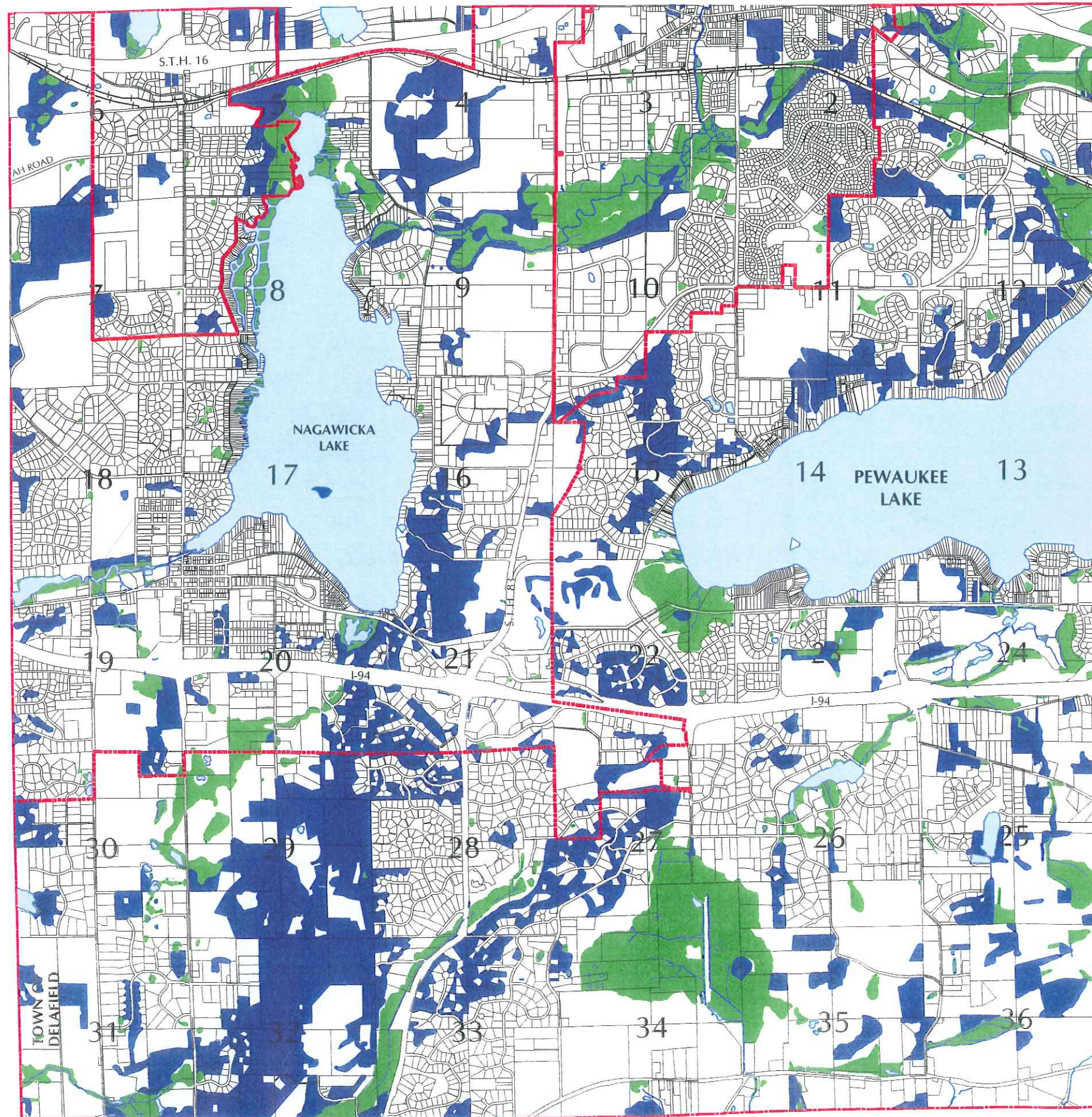
SOURCES: WWI-2005, SEWRPC 2000 Land Use, Waukesha County



0 1,600 3,200 6,400 Feet



Map created January 9, 2009  
YCA Project # 3308-245








# TOWN OF DELAFIELD LAND USE MAP

July 5th, 2005  
TOWN 7 NORTH RANGE 18 EAST  
WAUKESHA COUNTY, WISCONSIN

Town of Summit  
Cooperative Boundary  
Agreement Map # 11

## LEGEND

	Conventional Residential		Rural Residential
	I-94 Corridor Development		Conservation
	Pewaukee Lake Redevelopment		Recreational
	Roadside Mixed-Use Development		Institutional

 Private Roads  Lake Country Trail  Ice Age Trail

ABITZ RD: L10, L11 ALBERTA DR: G10 ANGELA AV: B7 ARBOR DR: E8 BALSAM LA: H9 BASQUE CT: B9 BEACH PARK CIR: A6, A7 BEDOUIN CT: B9 BITTERSWEET LA: C5 BLOODWEN DR: D10 BOYS SCHOOL RD: H2 BRANDYBROOK RD: D12, E12 BROOKSTONE CIR: D8 BRYN DR: B11, C10, C11, D10, D9, E10, E9 BUNKER HILL TR: G9 BURNING TREE CT: C3 BUTTERNUT RIDGE CT: I9 CAMBRIDGE CT: G9 CAPITOL DR: A1, A2, B1, C1 CASTLE COMBE CT: C9 CATHEDRAL CT: C9 CHEROKEE TR: F10, F9 CHERRY LA: A10, A9 CHRISTOPHER WAY: H11 CHURCHVIEW DR: C9 CLOVER PARK: H9 CLOVERLEAF CT: A8 COBBLESTONE CT: H9 COLDWATER CREEK: B1 CONCORD CT: G9 CONCORD LA: G9 CONSERVANCY DR: B4 COUNTRY CT: G12 CROOKED CREEK CT: E8 CROOKED CREEK RD: D7, E7, E9 CRYSTAL SPRINGS DR: E6 CTY TK C: J12, J9, K9 CTY TK JJ: A1 CTY TK JK: B1 CUSHING PARK RD: K10, K11, K12, K9, L10, L11, L12, L9 DOMECKI CT: A7 DRY CREEK CT: C3 EDGEWATER DR: A7 ELIZABETH CT: B7 ELMHURST DR: C7, C3 ELMHURST RD: B10, B11, B12, B8, B9, C12, C7, C8, C9 ERIN WAY: K11 FAIRFIELD WAY: G9 FAIRWAY CT: F8 FARM VALLEY CT: B2 FIELDING LA: C2, C3 FIELDWOOD DR: F5 FOREST RIDGE RD: K9, L9 FORSETH DR: C1 FOXFIELD CT: C3 FOXWOOD CT: F5 FOXWOOD DR: F5 FRANCISCAN RD: D4, D5, E4 GLACIER PASS: H12 GLEN COVE RD: D7, D8 GLEN OAKS DR: K10, K11 GOLF HILLS DR: F5, F8 GOLF RD: A8, B8, C8, D8, E8, F8 GOLF RDG: B7, C7 GOLF VIEW CT: A7 GOLF VIEW DR: A7, A8 GOVERNMENT HILL RD: J11, K11 GRANDHAVEN DR: E5 GRAY FOX RUN: H12 GREAT HILL CT: E5 GREY FOX CT: F5 GREYWOOD LA: F7, F8 HAPPY HOLLOW RD: C7 HARTFORD CT: G9 HAWKSNEST CT: E5 HAWKSNEST RD: D5, E5 HAWKSNEST TRAIL: E4, E5, F5 HEATHER HL: H10 HERMIE LA: D10 HICKORY HILL DR: E9 HICKORY HOLLOW CT: G10, G11 HIDDEN CREEK CT: D7 HIDDEN HOLLOW CT: G11, H11, H12 HIGH RIDGE RD: E8 HIGHLAND CT: B2 HILLCREST DR: C3, C4, C5, D5 HILLSIDE DR: E8, F8 HUCKLEBERRY WAY: H10, H9 HUNTSMAN CT: B3 HY16: A1, B1 I94: A8, B8, C8, D8, E8, F8 ICE AGE TRAIL: E4, F5, H11, H10, H11, H12, J10, K10, K9 IMPERIAL DR: B2, C2, D4 IRWIN CT: G12 JUNGLUTTH RD: B1 JUNIPER TER: H9 KESWICK CT: C9 KETTLE CT: F9 KETTLE MORaine DR: J10, J11, J12, J9, K10, K11, K9 KINGS WAY: C9, D10, D9 LAKE COUNTRY TRAIL: A7, B7, C7, D7, E7, F7 LAKESIDE DR: B4, B5 LAKESIDE RD: A3, A4, B3, B4, B5 LAKESIDE RDG: B4 LAKEWOOD LA: B4 LANG UDSIGT CIR: E9 LAPHAM LA: L10 LAPHAM PEAK RD: I9, J9 LAPHAM PEAK TRAIL: J10 LARKSPUR CT: C9 LOCUST LA: D5 LONGVIEW CT: F6 LOST CREEK CT: B3, B4 LOST TREE CT: D7 LOUIS AV: B6, B7 LYNDALD DR: A1 MADISON ST: A12 MAPLE AV: D3, D5, E10, E4, E5, E8, E7, E8, E9, F10, F11, F12, F6, F7, G10, G11, G12 MAPLEFIELD PATH: F10 MARGARET MARY CT: G12 MARY CT: H11 MCDOWELL RD: E9 MEADOW LA: L10, L9 MEADOWS BLVD: G9, H9 MIDDLEFIELD RD: B3, C3 MILLRIDGE RD: C4 MOHAWK TR: F10 MORaine FARM RD: D12 MOZART RD: C4 NORMS RD: B11 NORTH SHORE CT: A3, B3 NORTH SHORE DR: A1, A2, B1, B2, B3, C3, C4, D3, D4 NORTHVIEW RD: A9, B9 OAK LA: B7 OAKTON MANOR DR: B6, B7 OAKTON RD: A7, B7, C7 OAKWOOD GROVE RD: D4, D5 OLD NORTH SHORE DR: A3, B2, B3, B4 OLD SCHOOL HOUSE RD: C3, C4 ORCHARD AV: C4, C5 OVERLOOK CT: F6 PARTRIDGE RUN: H10, H9 PHYLLIS PKWY: G9, H9, I9 PINE RIDGE CIR: H9 POPLAR DR: C4, C5 PRAIRIE WIND CIR: C2 PRAIRIESIDE CT: C3 PRAIRIEWOOD CT: D7 PROSPECT AV: A7, A8 RAVINE CT: F6 RED FOX CT: F5 RED HAWK CT: E5 RED HAWK RD: E5, F5 RED OAK CT: F5 ROAD DT: A12 ROBIN LA: H11 ROCKY HILL GLEN: H12 ROOKERY RD: E4 ROUND HILL CIR: C3 RUCCI DR: G12 RUSTIC LA: L10 SALEM CT: G9 SANDY HOLLOW CT: H10 SCUPPERNONG DR: G10, G9, H10, H11, H12 SCUPPERNONG VALLEY CT: G10, H10 SETTLEMENT CT: G10 SHADOWWOOD PT: F7, F8 SHADY LA: D5 SHAGBARK GLEN: H10 SHANNON LA: J11, K11 SHEL MAR DR: D5 SHEPHERDS WAY: G9, C9 SHOREWOOD RD: D5 SILVERNAIL RD: A8, B8, C8, D8, E8 SILVERWOOD LA: E7, E8, F7, F8 SOMERSET CT: A2 SOMERSET LA: A2 SOUTHAMPTON CT: D8 SOUTHAMPTON DR: C9, D8, D9 ST JAMES CT: D9 ST JAMES WAY: D8, D9 STILLMEADOW RD: C3 STONE FENCE CT: B7 STONEBRIDGE CT: E4 STUART DR: B6, B7 SUMMERHILL RD: B4, C4 SUMMIT AV: A12, B12, C12, D12, E12, F12, G12 SYLVAN CT: B10 SYLVAN TR: B10 TALL TREE CT: C3 TAYLORS WOODS RD: A3, A4 THAMES CT: D9 THAMES RD: C9, D9 THOMAS CT: C8 THUNDERHEAD TR: F10 TIMBER HILL CT: E4 TIMBERBROOK CT: E8 TIMBERBROOK RD: E7, E8 TIMBERLINE CIR: J12 TOLBERT LA: C1 TREELINE CT: C3 TWIN OAKS DR: G10, H10 VALLEY DR: A9 VENTURE HILL RD: B10, C10 WALNUT HOLW: G11 WESTLAKE CIR: F7 WESTWIND DR: E6, F6 WHITE TAIL RUN: H10 WILD FLOWERS CT: K11 WILD ROSE CT: B1 WILLOW DR: F10, G10, G11, G12 WILLOW BROOK CT: B1 WILLOW HILL RD: E8 WIND RIDGE CT: D7 WINDRIFT CT: C9 WINDRIFT LA: C9 WINDRUSH CIR: E4, E5 WOODCREST CT: D9 WOODCREST DR: D9, E9 WOODGATE CT: B4 WOODLAND HILL DR: E7, F7, F8 WOODLINE CT: B3 WOODS EDGE CT: F6 YORKSHIRE TRAC: A3 YORKTOWN CT: G9
--



0 1,500 Feet  
1 inch equals 1,500 feet

Map Created By:  
**RASMITH**  
WISCONSIN, LLC

Approved by the Delafield Town Board August 23, 2005



# MAP 12 TOPOGRAPHY IN THE OCONOMOWOC TOWNSHIP

## LEGEND

ELEVATION IN FEET  
ABOVE SEA LEVEL:

	949 - 960		894 - 905
	938 - 949		883 - 894
	927 - 938		872 - 883
	916 - 927		861 - 872
	905 - 916		850 - 861

PARCEL AND ROW LINES

MUNICIPAL BOUNDARY

SURFACE WATER

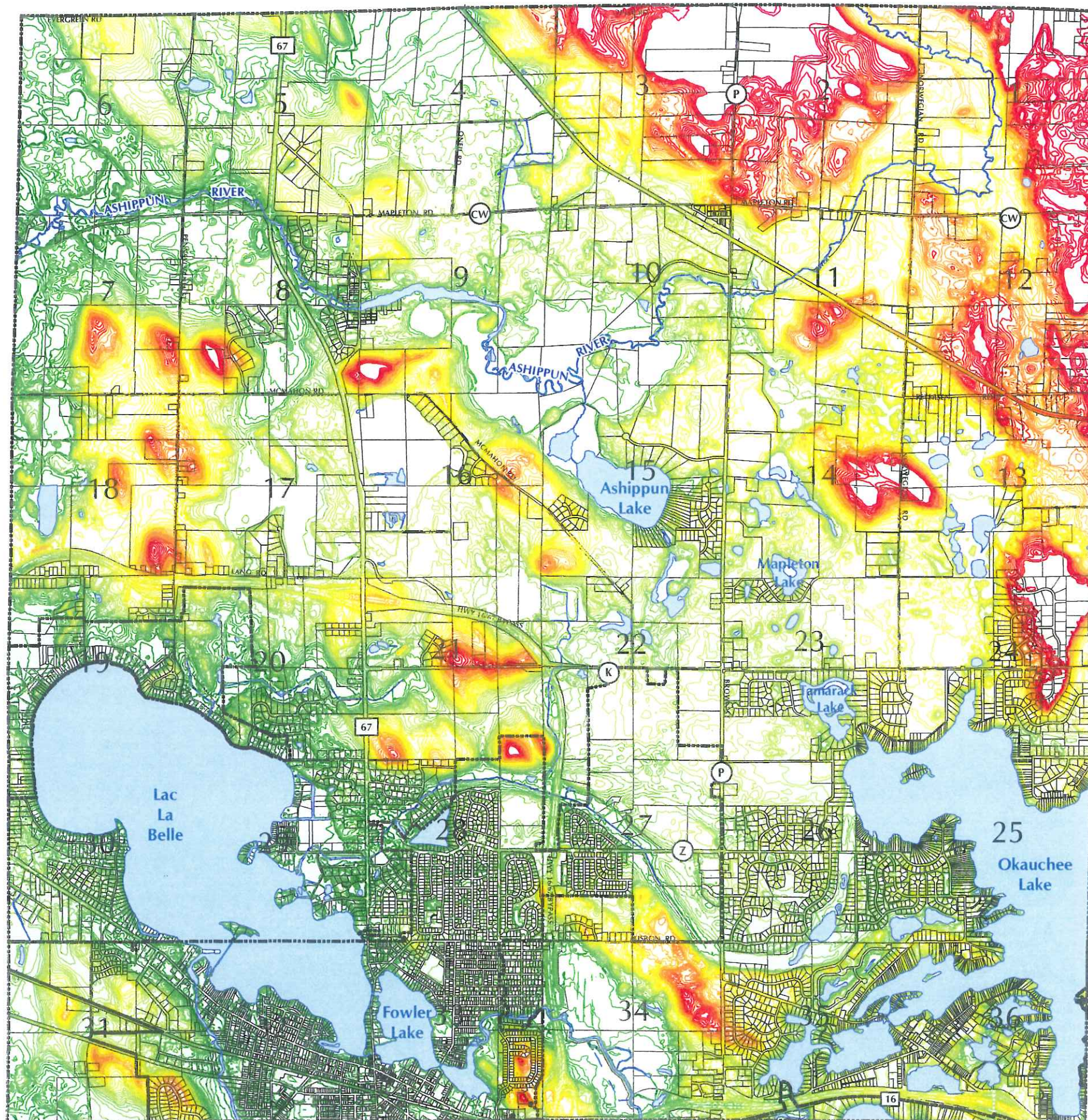
Source: Waukesha County, Town of Summit



0 1,600 3,200 6,400 Feet



Map created November 24, 2008  
YCA Project # 3308-245











# MAP 13 SOILS IN THE OCONOMOWOC TOWNSHIP

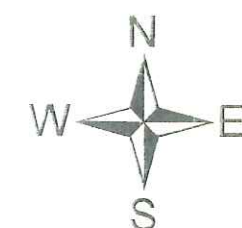
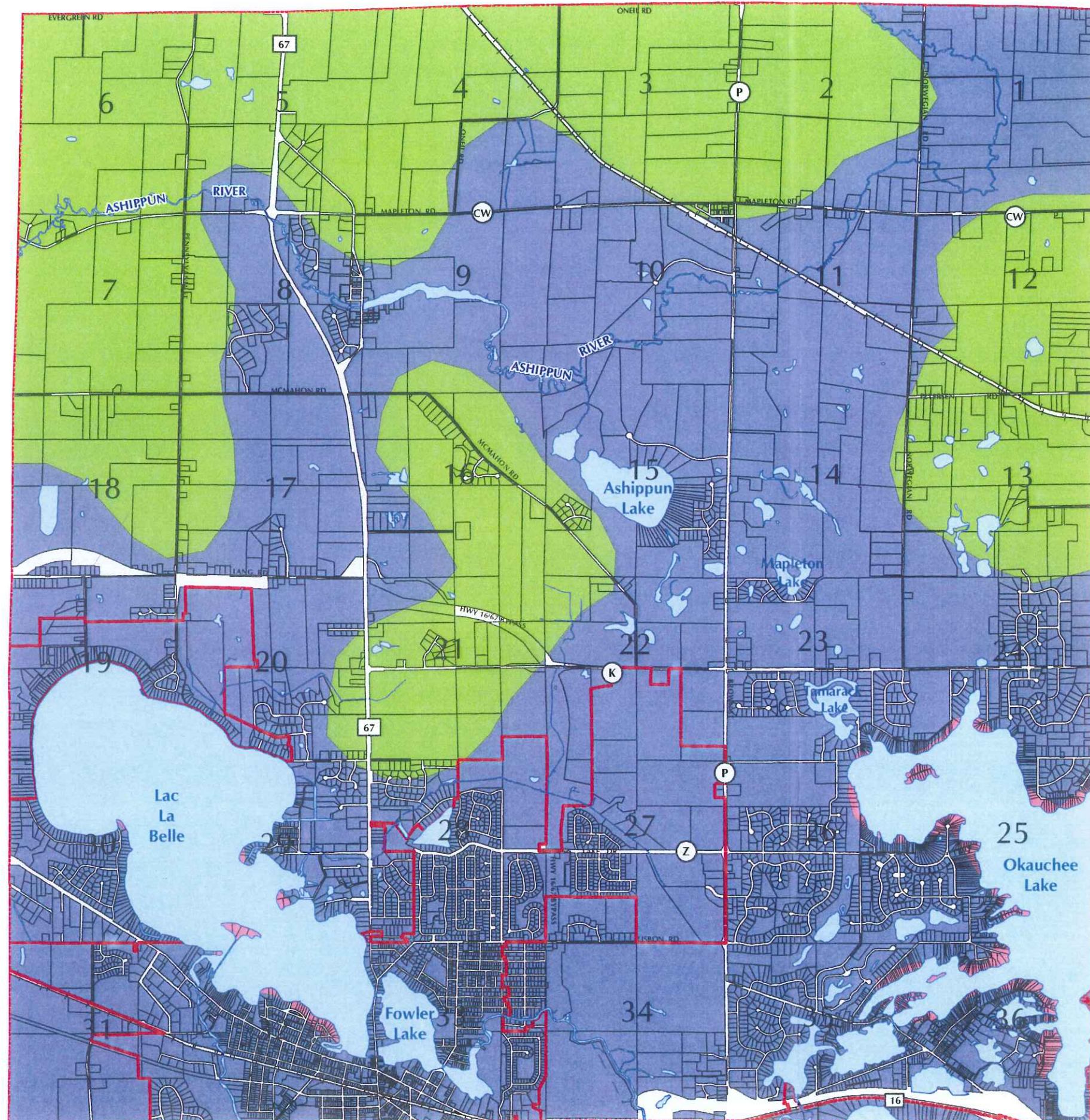
## LEGEND

SOIL ASSOCIATIONS:

-  WATER
-  RODMAN-FOX-CASCO
-  THERESA-PELLA-HOCHHEIM

-  PARCEL AND ROW LINES
-  MUNICIPAL BOUNDARY
-  SURFACE WATER

Source: Waukesha County, Wisconsin Geological and Natural History Survey.



0 1,600 3,200 6,400 Feet








Map created November 24, 2008  
YCA Project # 3308-245

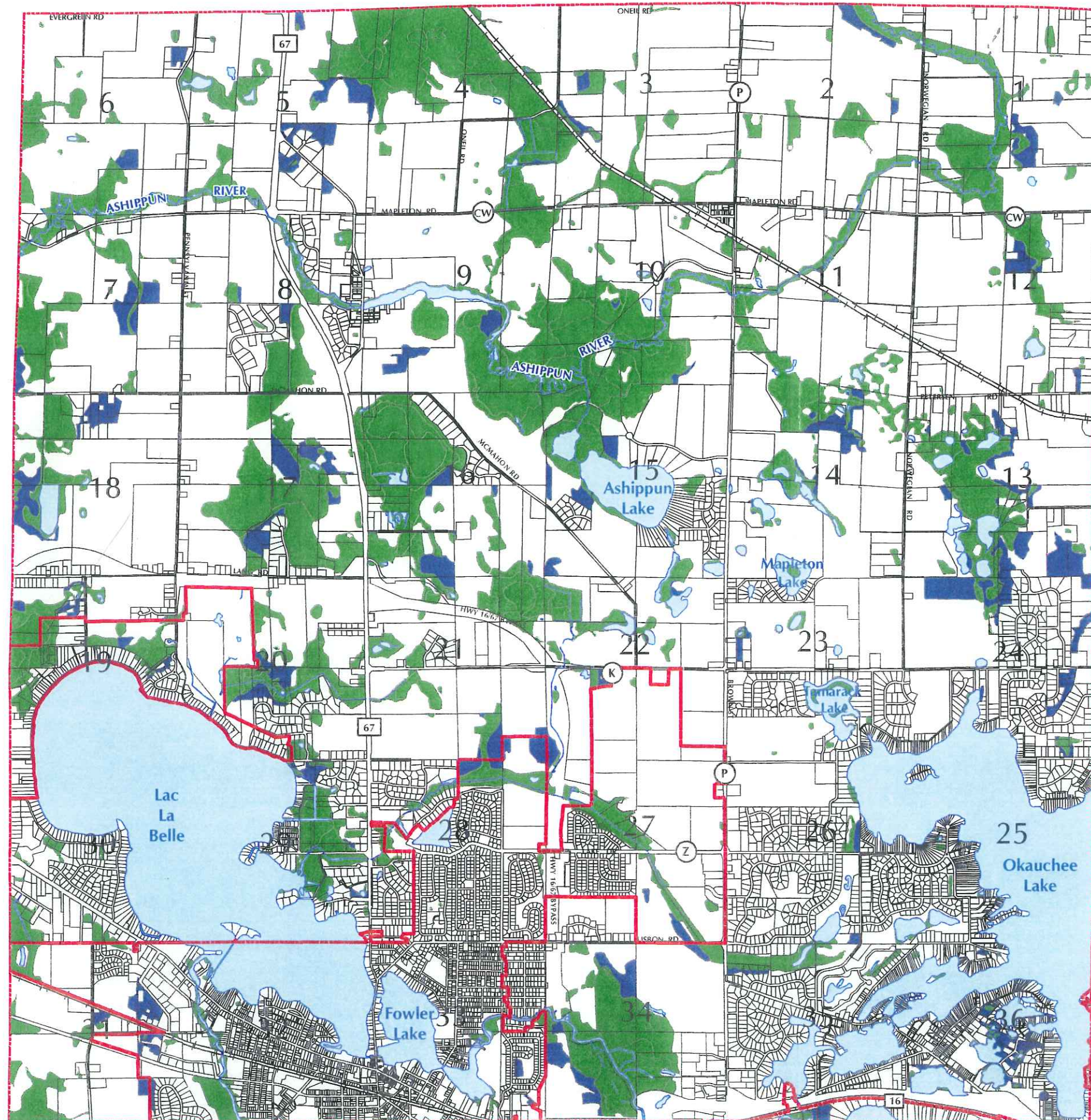


# MAP 14 WOODLANDS, WETLANDS, AND SURFACE WATER IN THE OCONOMOWOC TOWNSHIP

## LEGEND

-  WETLANDS
-  WOODLANDS
-  PARCEL AND ROW LINES
-  MUNICIPAL BOUNDARIES
-  SURFACE WATER

Source: Waukesha County, Wisconsin Wetland Inventory 2005,  
SEWRPC 2000 Land Use



0 1,600 3,200 6,400 Feet














Map created January 9, 2009  
YCA Project # 1308-245

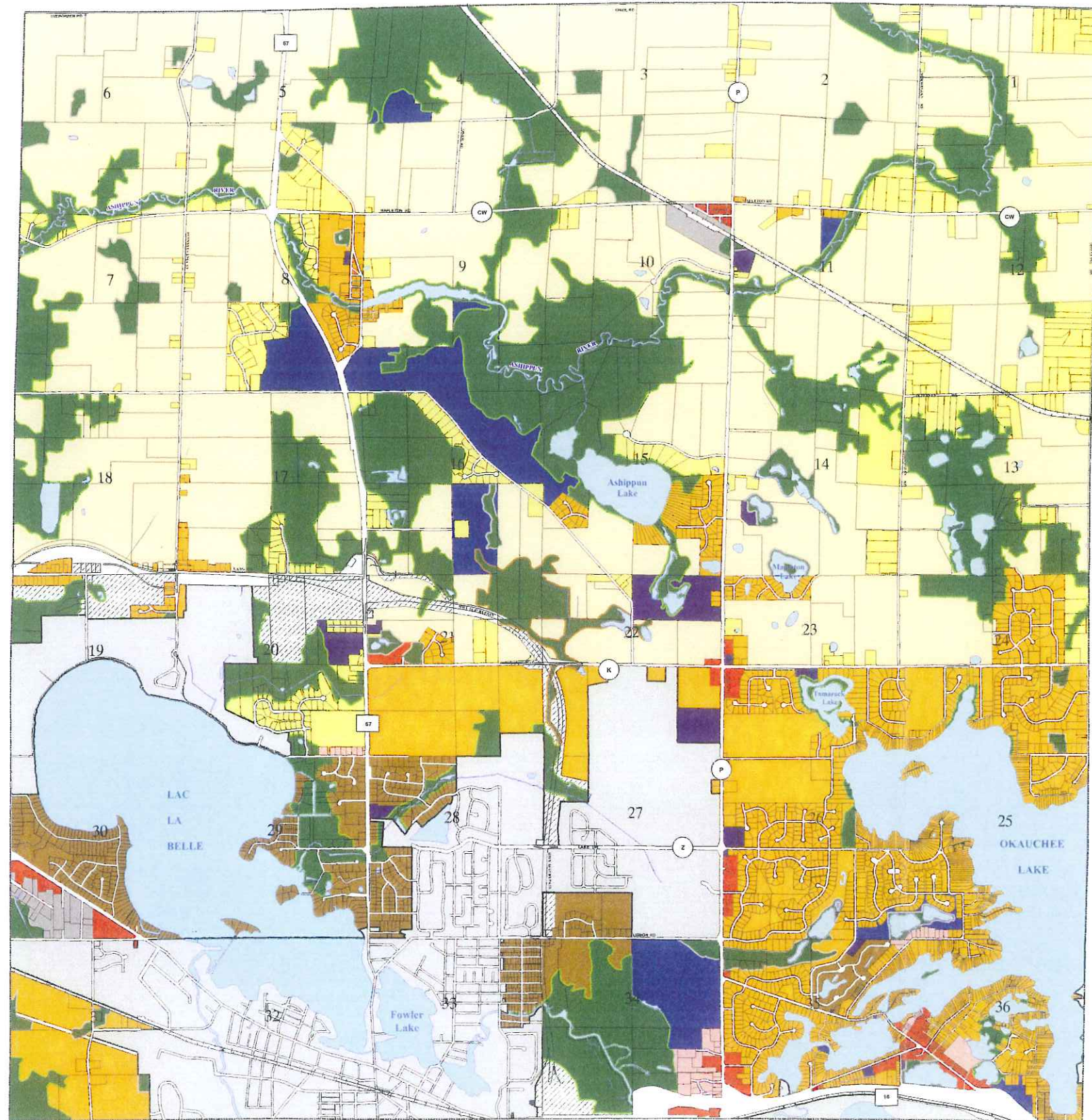


Map 15a

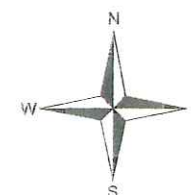
# TOWN OF OCONOMOWOC LAND USE PLAN

## LEGEND

-  Prime Agricultural
-  Five Acre Agricultural
-  Low Density Residential
-  Medium Density Residential
-  Multi-Family Residential
-  Commercial
-  Industrial
-  Institutional
-  Recreational
-  Lands within Corporate Limits
-  Transportation, Utility, and Communication
-  Primary Environmental Corridor
-  Secondary Environmental Corridor
-  Isolated Natural Resource Area



0 0.25 0.5 1 1.5 2 Miles




Prepared by Yaggy Colby  
Associates June 3, 2008  
Corrected August 21, 2008

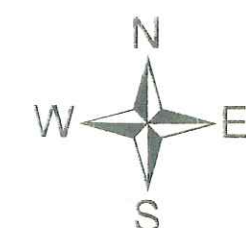


# MAP 15b EXISTING LAND USE IN THE OCONOMOWOC TOWNSHIP IN 2000

## LEGEND

-  PARCEL AND ROW LINES
-  MUNICIPAL BOUNDARY
-  SURFACE WATER
-  RESIDENTIAL
-  COMMERCIAL
-  TRANSPORTATION / UTILITIES
-  GOVERNMENT / INSTITUTIONAL
-  RECREATIONAL
-  AGRICULTURAL / UNUSED / OPEN LANDS

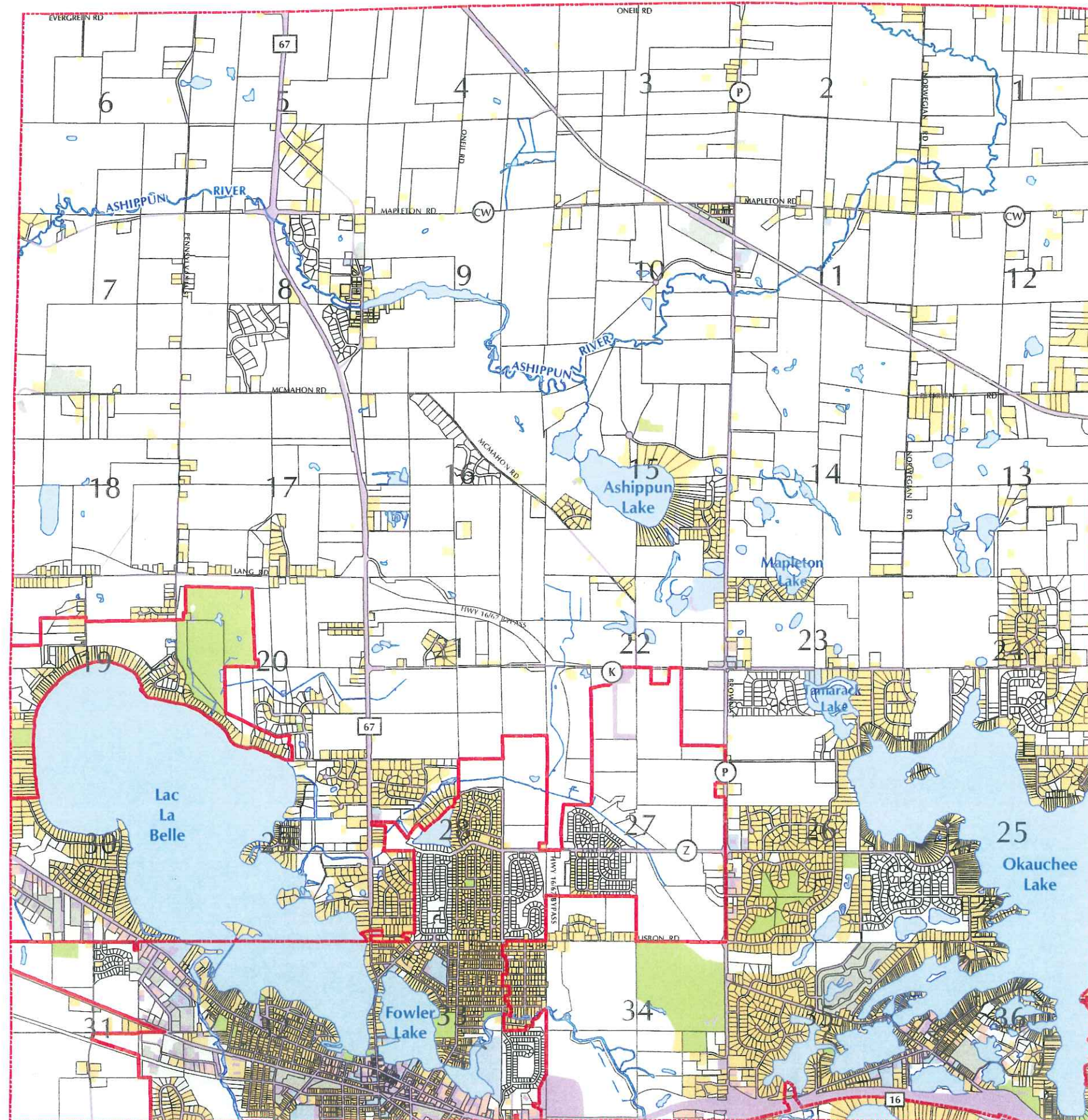
Source: Waukesha County



0 1,600 3,200 6,400 Feet











Map created January 9, 2009  
YCA Project # 3.308-245

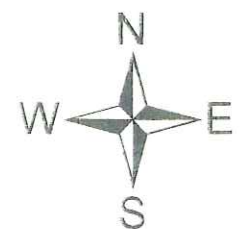




# MAP 16 LAND TO BE TRANSFERRED TO THE TOWN OF OCONOMOWOC

## Legend

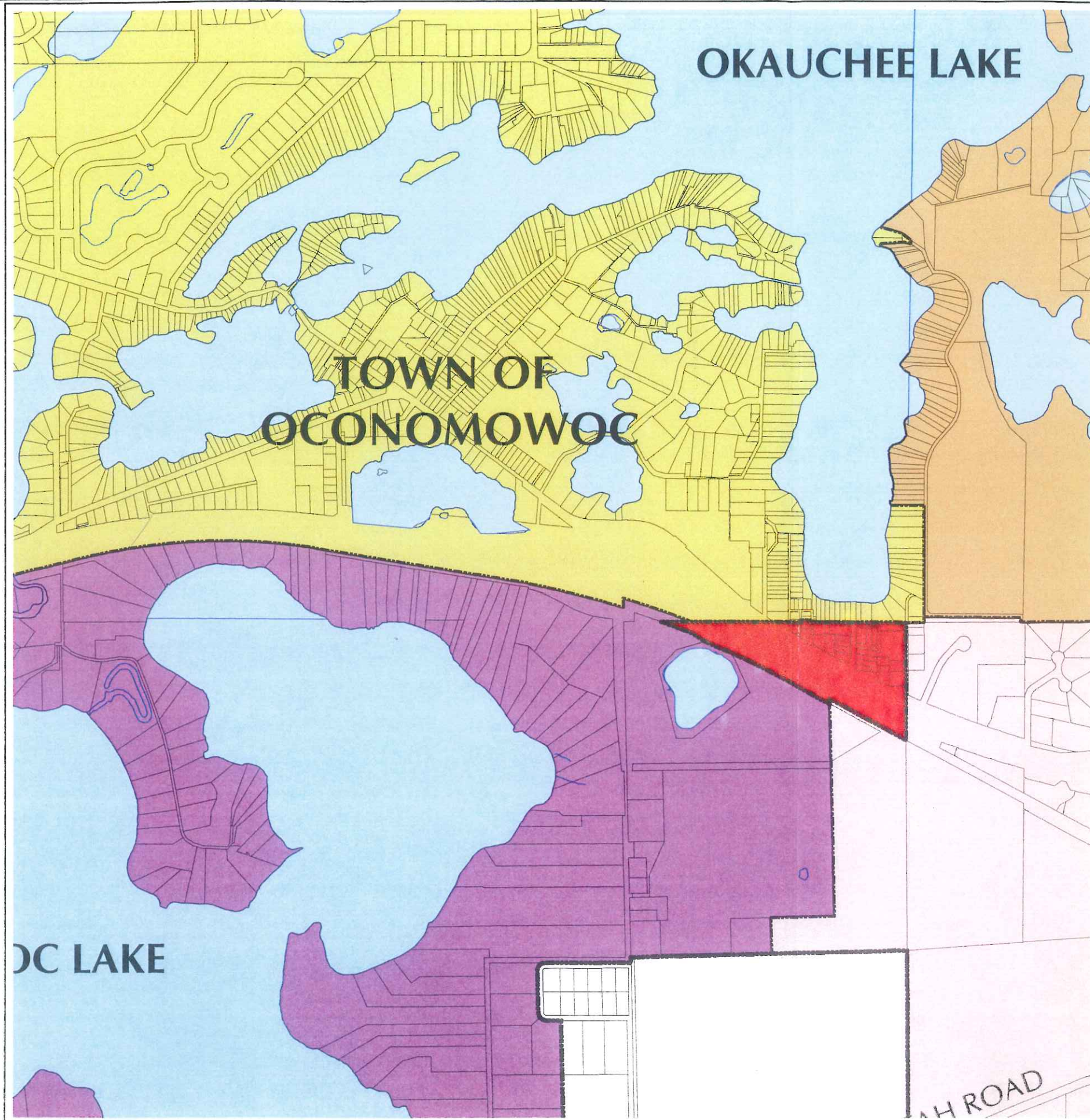
-  LAND TO BE TRANSFERRED FROM THE TOWN OF SUMMIT TO THE TOWN OF OCONOMOWOC
-  CITY OF DELAFIELD
-  TOWN OF MERTON
-  TOWN OF OCONOMOWOC
-  TOWN OF SUMMIT
-  VILLAGE OF OCONOMOWOC LAKE
-  PARCEL AND ROW LINES
-  SURFACE WATER



0 495 990 1,980 Feet

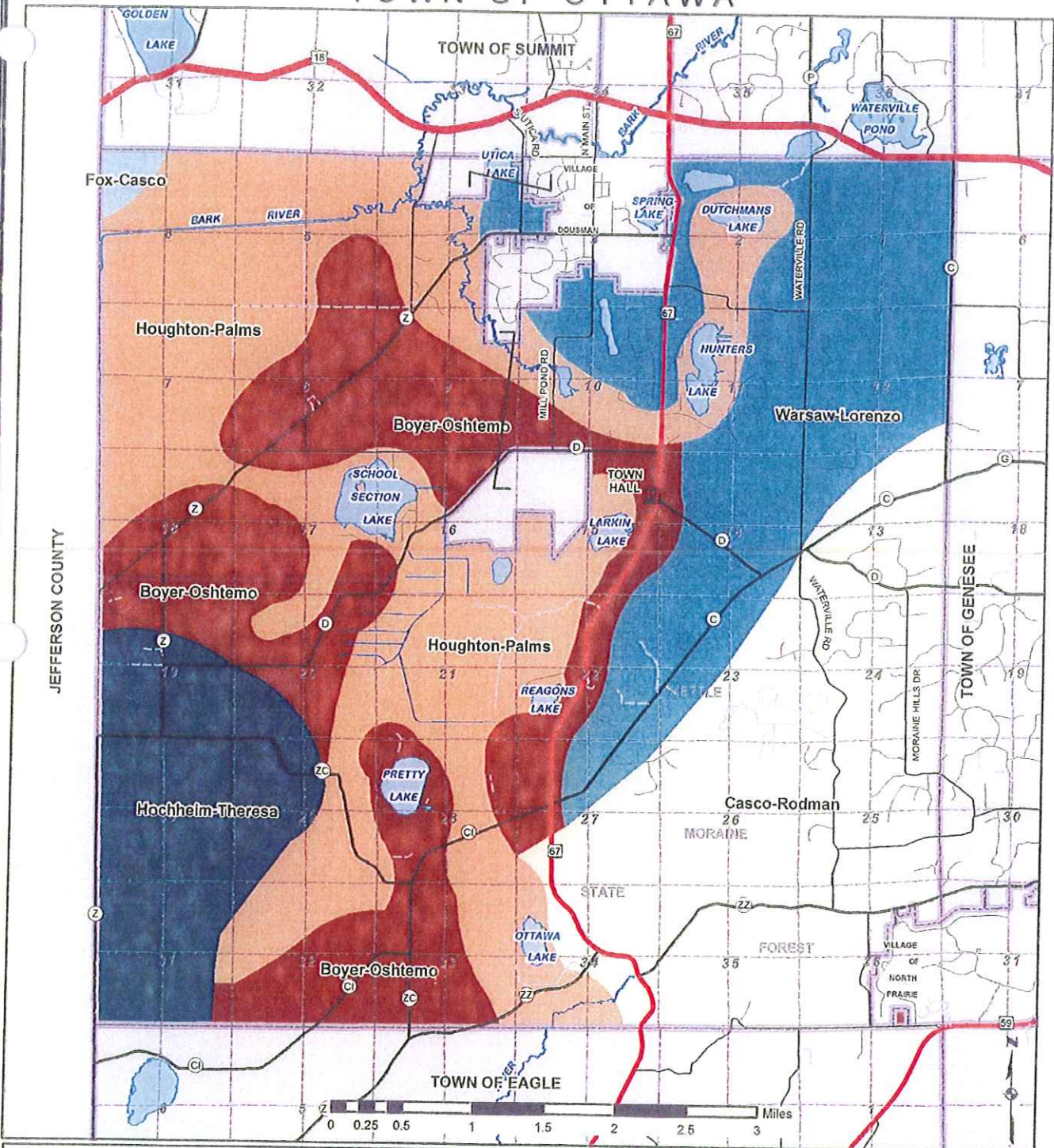


Map created November 14, 2008  
YCA Project # 3308-245





# GENERAL SOIL ASSOCIATIONS TOWN OF OTTAWA



## Soil Associations in the Town of Ottawa

- |   |  |
|---|--|
| Boyer-Oshkemo: Well-drained soils that have a subsoil of clay loam; Moderately deep over sand and gravel, on outwash plains and river terraces                        | Fox-Casco: Well-drained soils that have a subsoil of clay loam; Moderately deep to shallow over sand and gravel, on outwash plains and stream terraces   |
| Houghton-Palms-Adrian: Very poorly drained organic soils in depressions on old lake beds and on floodplains   | Warsaw-Lorenzo: Well-drained soils that have a subsoil of clay loam; Moderately deep over sand and gravel, on outwash plains and river terraces          |
| Rodman-Casco: Excessively drained to well-drained soils that have a subsoil of gravelly sandy loam and clay loam; Shallow over gravel and sand, on the Kettle Moraine | Hochheim-Theresa: Well-drained soils that have a subsoil of clay loam and silty clay loam; Formed in thin loess and loam glacial till on ground moraines |

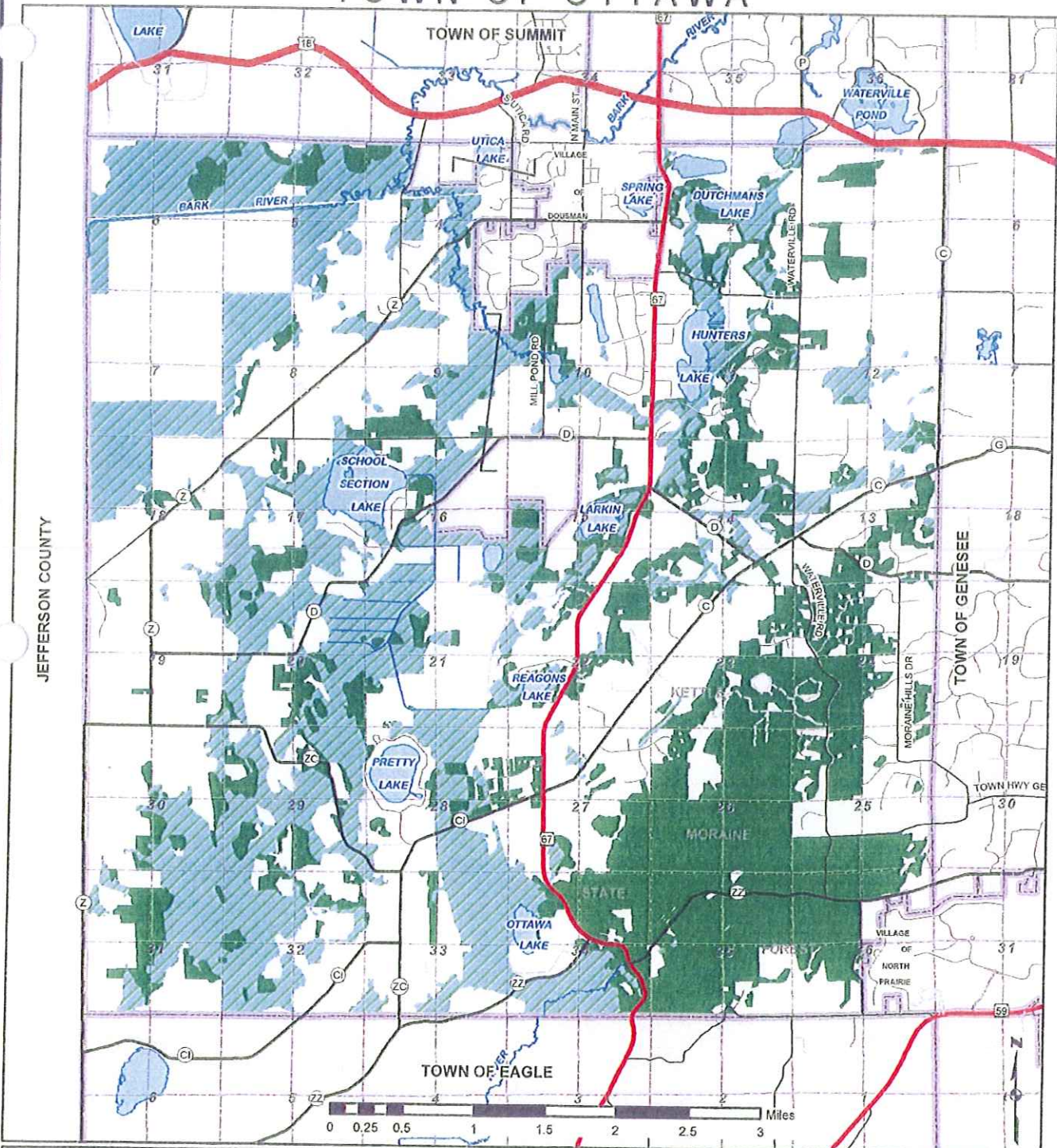
Prepared by the Waukesha County Department of Parks and Land Use February 2006

Source: NRCS





# WETLANDS AND UPLAND WOODS TOWN OF OTTAWA



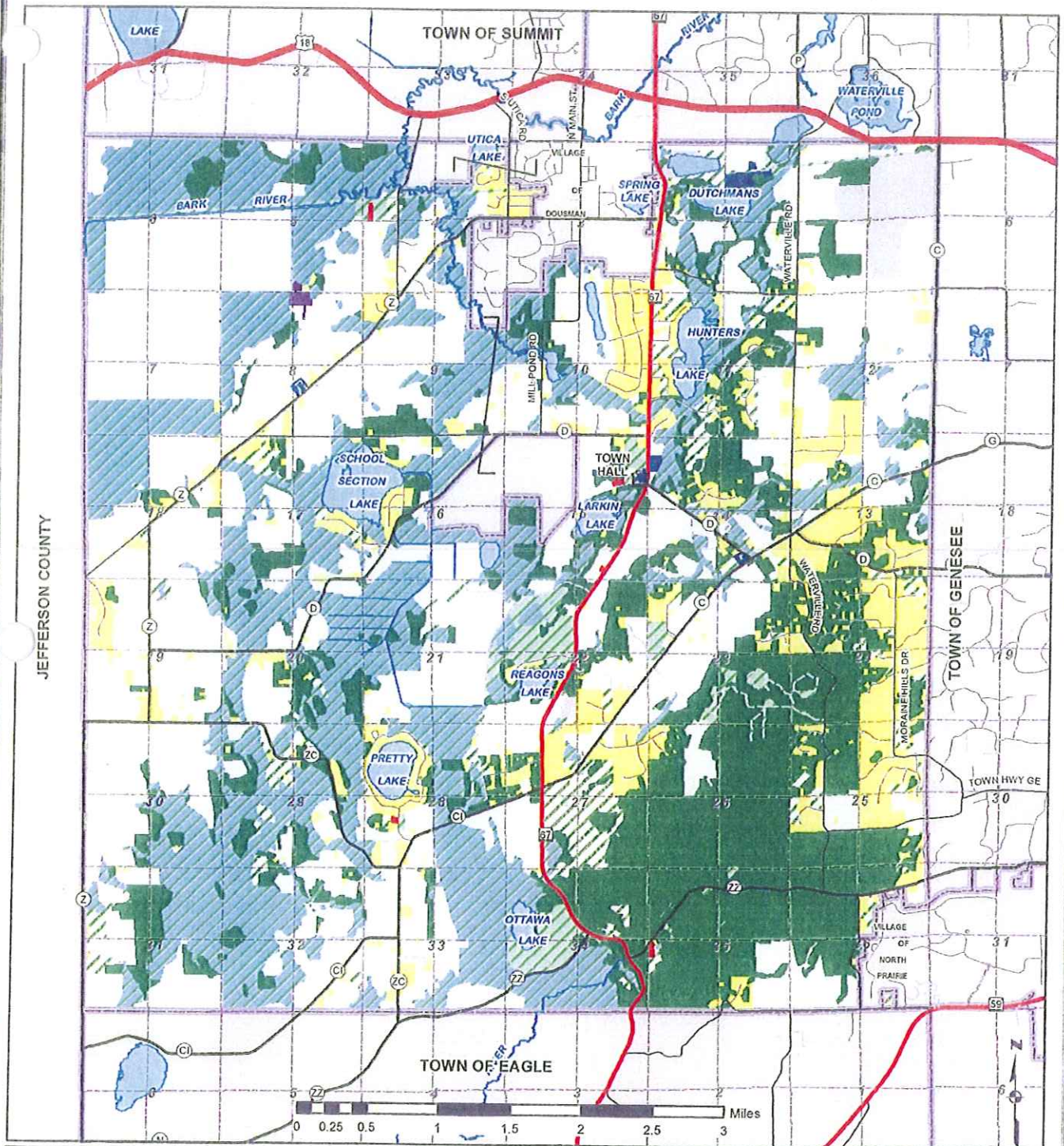
## Land Use Categories

Woodlands Wetlands





# EXISTING LAND USES (2000)



- Commercial
- Government & Institutional
- Residential

- Industrial
- Transportation Related
- Extractive

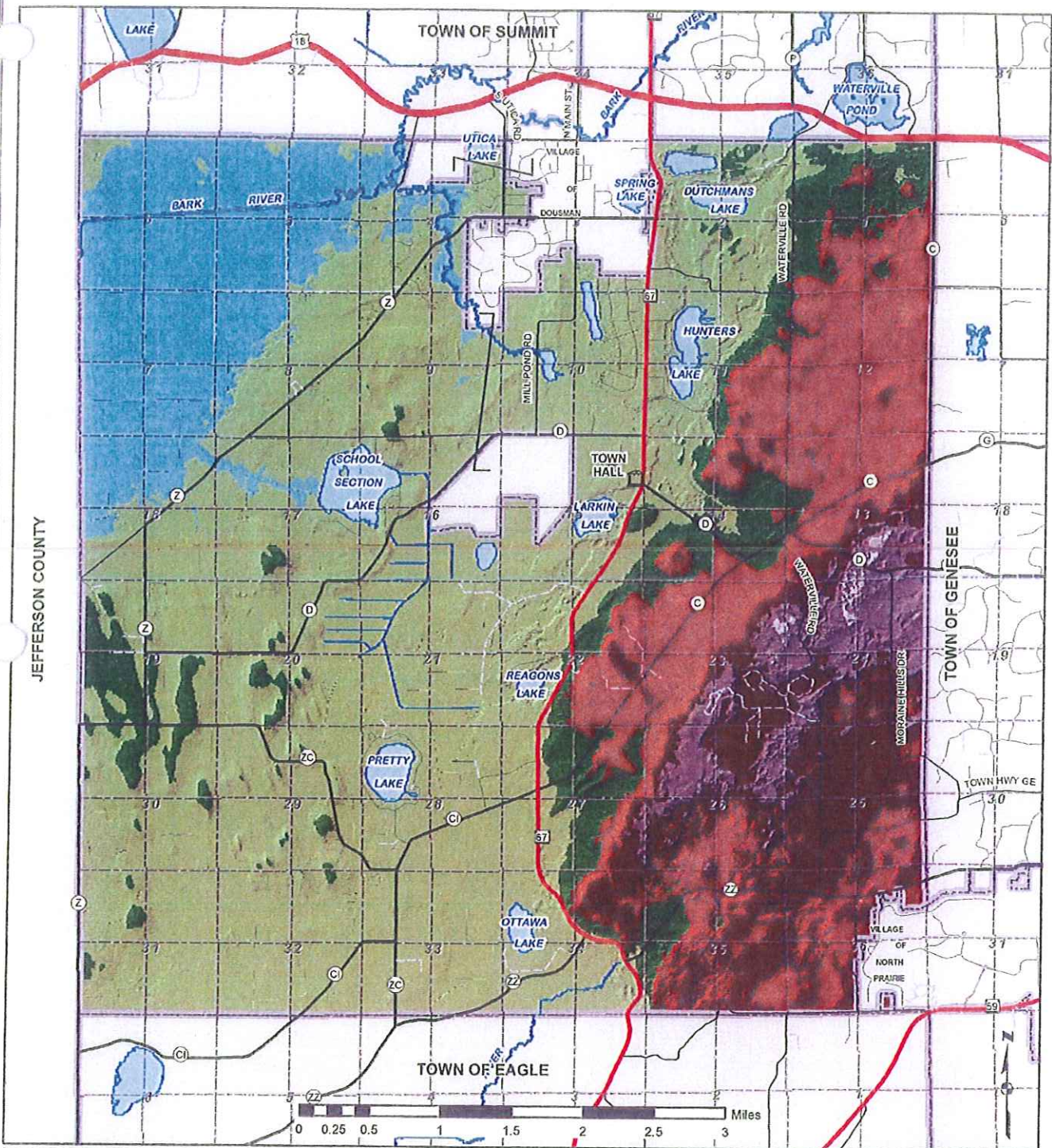
- Woodlands
- Wetlands
- Recreational

- Unused or Open Lands
- Agricultural





# TOWN OF OTTAWA ELEVATION MAP



Elevation (in feet above sea level)

1100 - 1150	950 - 1000	837 - 850
1050 - 1100	900 - 950	
1000 - 1050	850 - 900	





MAP 21  
TOPOGRAPHY IN THE  
VILLAGE OF DOUSMAN

Legend

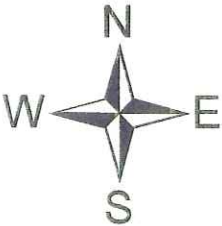
ELEVATION IN FEET  
ABOVE SEA LEVEL

- 800.000000 - 850.000000
- 850.000001 - 900.000000
- 900.000001 - 950.000000
- 950.000001 - 1000.000000
- 1000.000001 - 1050.000000
- 1050.000001 - 1100.000000
- 1100.000001 - 1150.000000

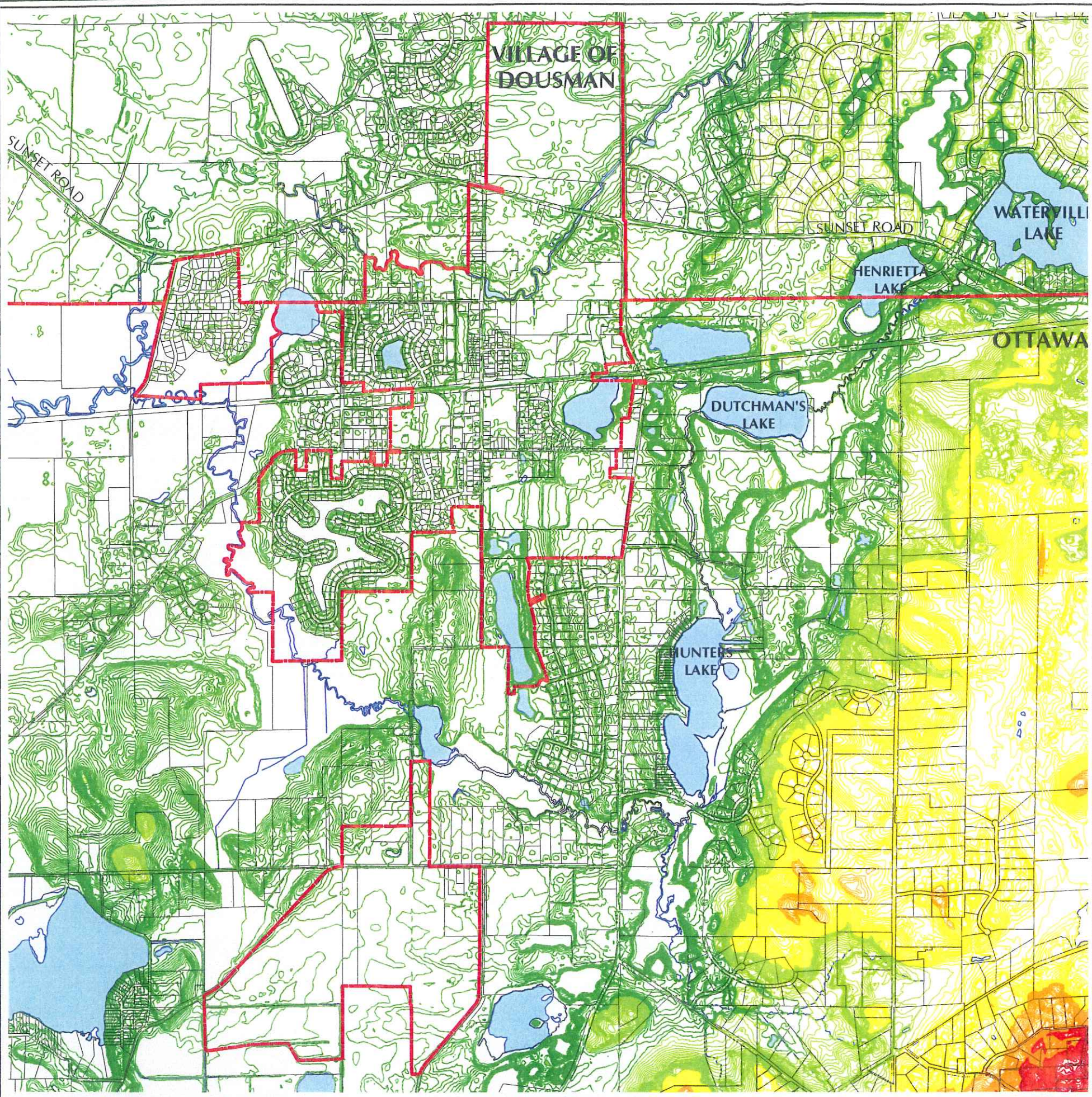
MUNICIPAL BOUNDARIES

PARCEL AND ROW LINES

SURFACE WATER








0 1,000 2,000 4,000 Feet

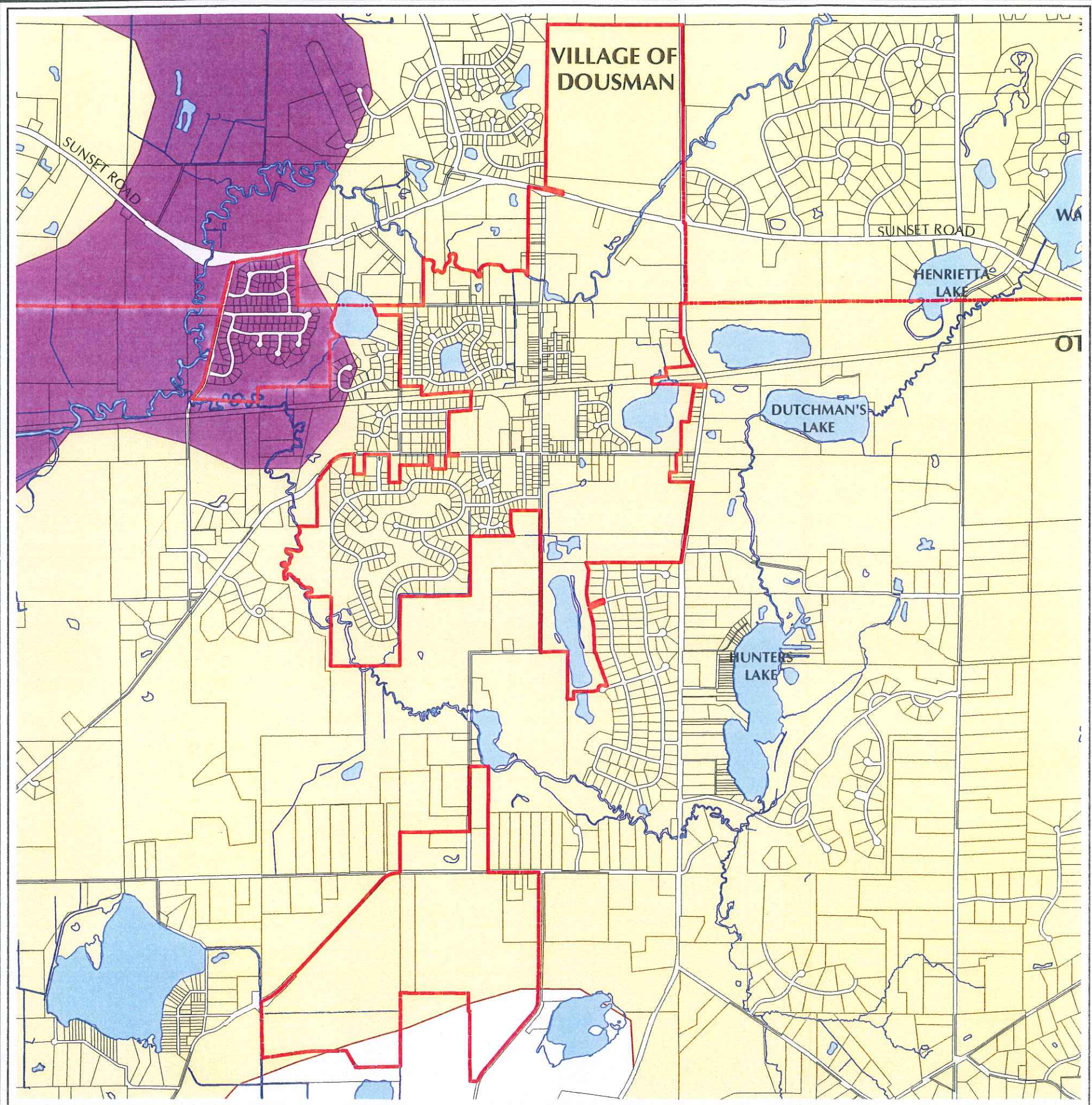
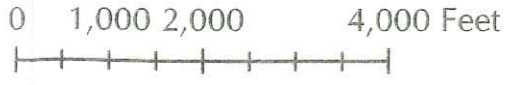
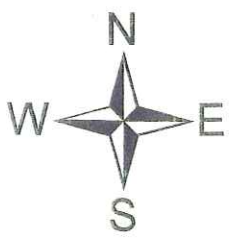




MAP 22  
GENERAL SOILS IN  
THE VILLAGE  
OF DOUSMAN

Legend

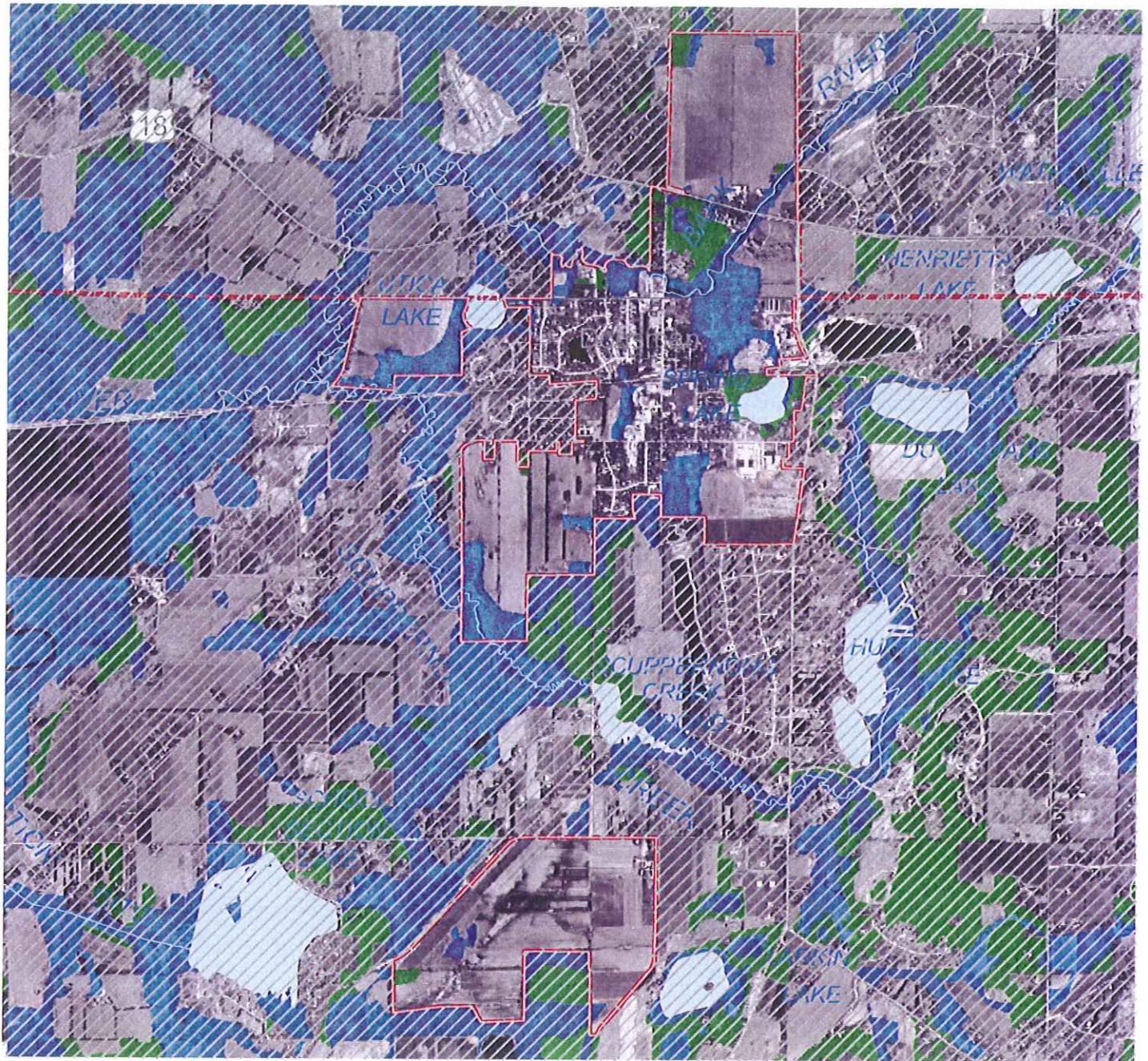
-  HOUGHTON
-  RODMAN-FOX-CASCO
-  MUNICIPAL BOUNDARIES
-  PARCEL AND ROW LINES
-  SURFACE WATER





# Major Wetlands & Woodlands

Town of Summit  
Cooperative Boundary  
Agreement Map # 23



## VILLAGE OF DOUSMAN

### Legend

- Wetlands
- Woodlands
- Area outside municipality

Source: SEWRPC & Waukesha County



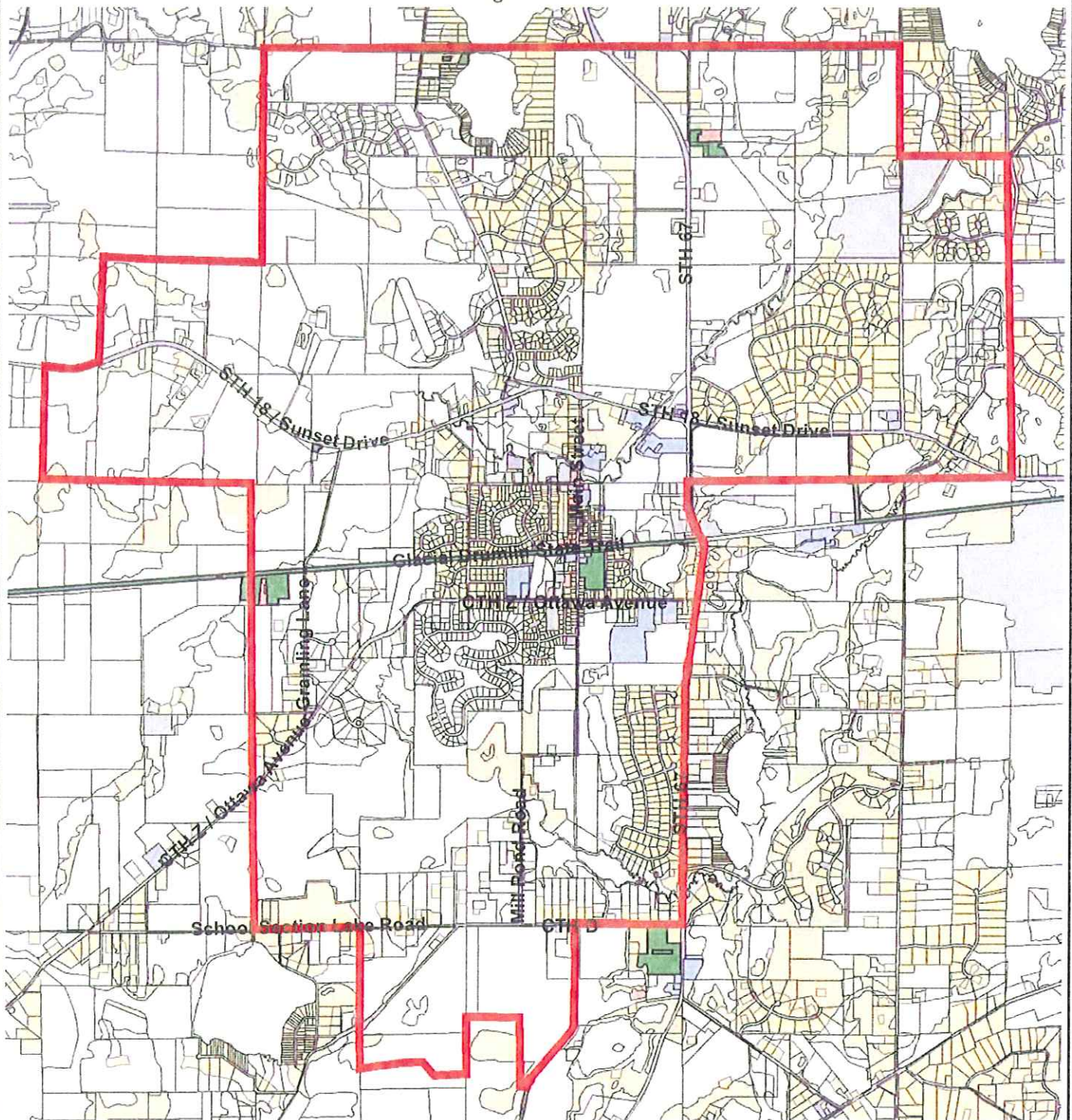
0 2,000  
Feet

0 0.25  
Miles



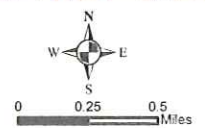
# Existing Land Uses per Waukesha County in 2000

## Village of Dousman



### Legend

- |                                   |                            |               |
|-----------------------------------|----------------------------|---------------|
| Agricultural / Unused / Open Land | Industrial                 | Planning Area |
| Residential                       | Transportation / Utilities |               |
| Commercial                        | Recreational               |               |
| Government / Institutional        | Woodland                   |               |
|                                   |                            |               |

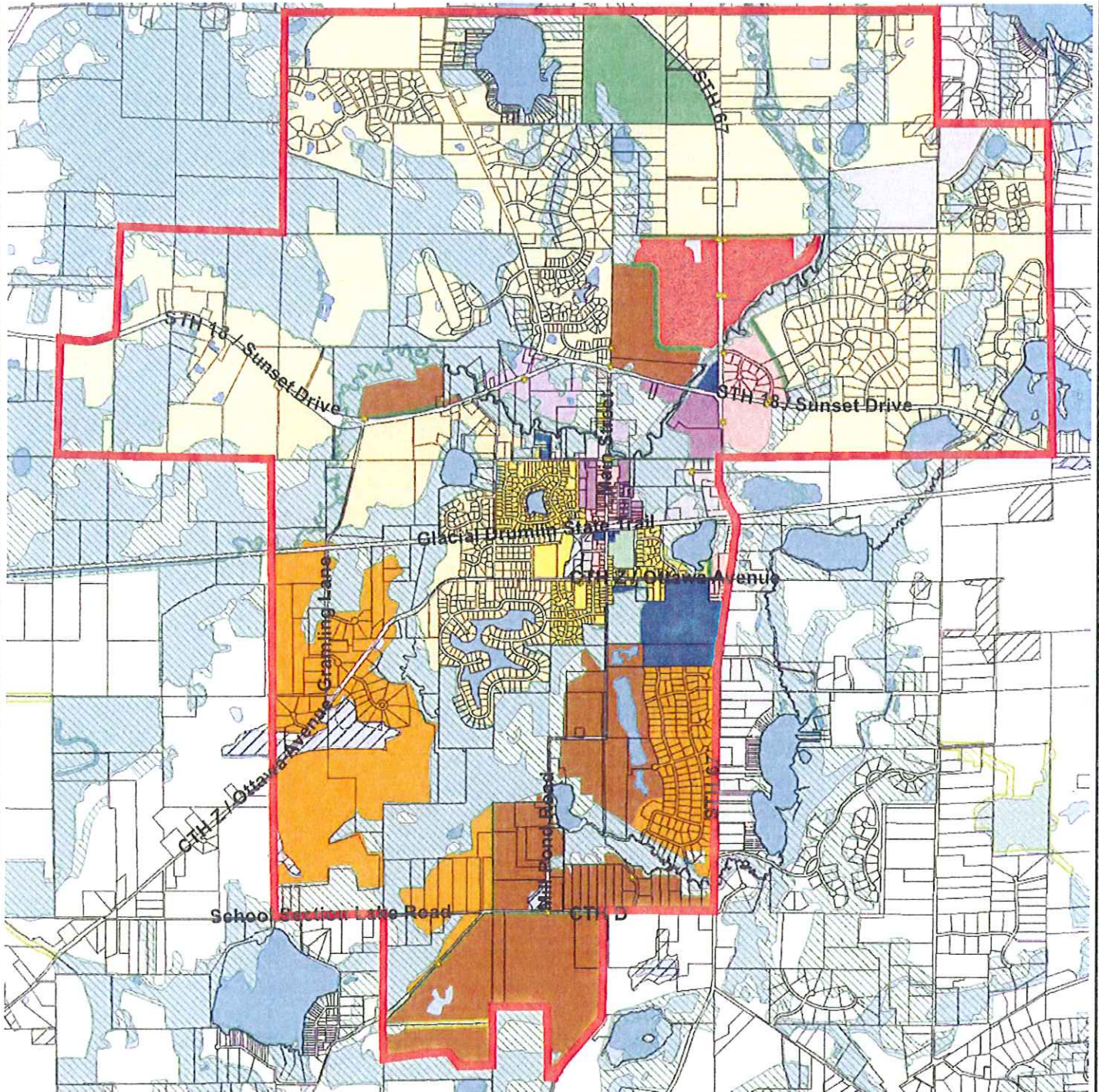


January 20, 2006

**Ruekert-Mielke**  
engineering solutions for a working world

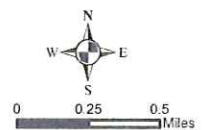


# Proposed Land Uses Village of Dousman



## Legend

- |                                  |   |                            |
|----------------------------------|---|----------------------------|
| Primary Environmental Corridor   | Planning Area   | Government / Institutional |
| Secondary Environmental Corridor | Small-Lot Single-Family (less than 15,000 square feet)      | Business                   |
| Isolated Natural Resource Area   | Medium-Lot Single-Family (15,000 to 29,999 square feet)     | Business Park              |
| Wetlands                         | Large-Lot Single-Family (30,000 to 45,000 square feet)      | Light Industrial           |
| Surface Water                    | Large-lot Single-Family / Ag (more than 45,000 square feet) | Municipal Park             |
| Landscaping Buffer               | Mixed-Use Residential (gross 26,000 square feet per du)     | Recreational               |
| Future Access Location           | Low-Density Multi-Family (6 du/acre max)                    | Future Road                |
|                                  | High-Density Multi-Family (10 du/acre max)                  |                            |










March 23, 2006

**Ruekert Mielke**  
engineering solutions for a working world



# MAP 26 LANDS TO BE TRANSFERRED TO THE VILLAGE OF DOUSMAN

## Legend

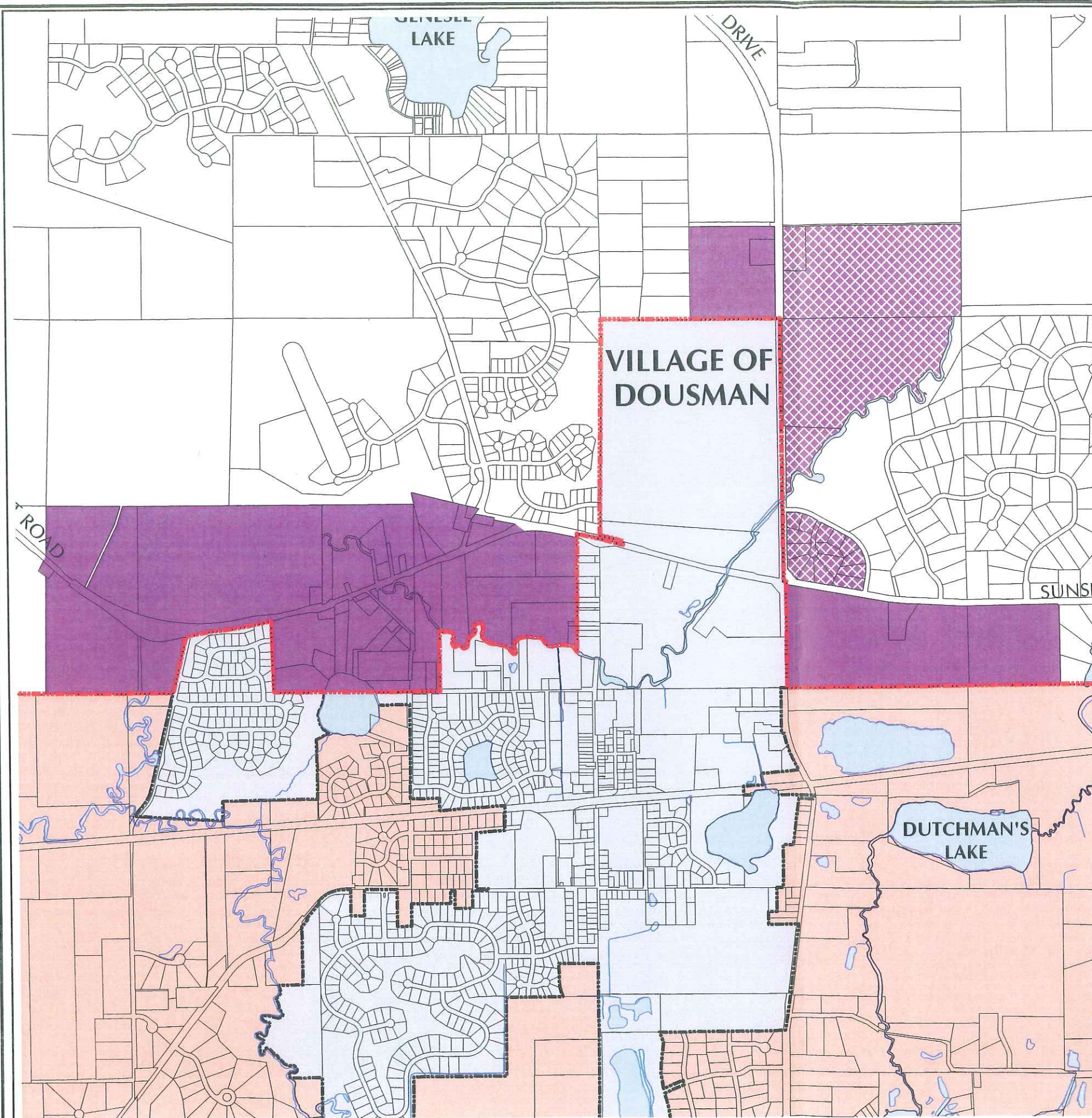
-  TOWN OF OTTAWA
-  TOWN OF SUMMIT
-  VILLAGE OF DOUSMAN
-  LANDS TO BE TRANSFERRED TO THE VILLAGE OF DOUSMAN BY 2028
-  LANDS TO BE TRANSFERRED TO THE VILLAGE OF DOUSMAN BY 2048
-  PARCEL AND ROW LINES
-  SURFACE WATER



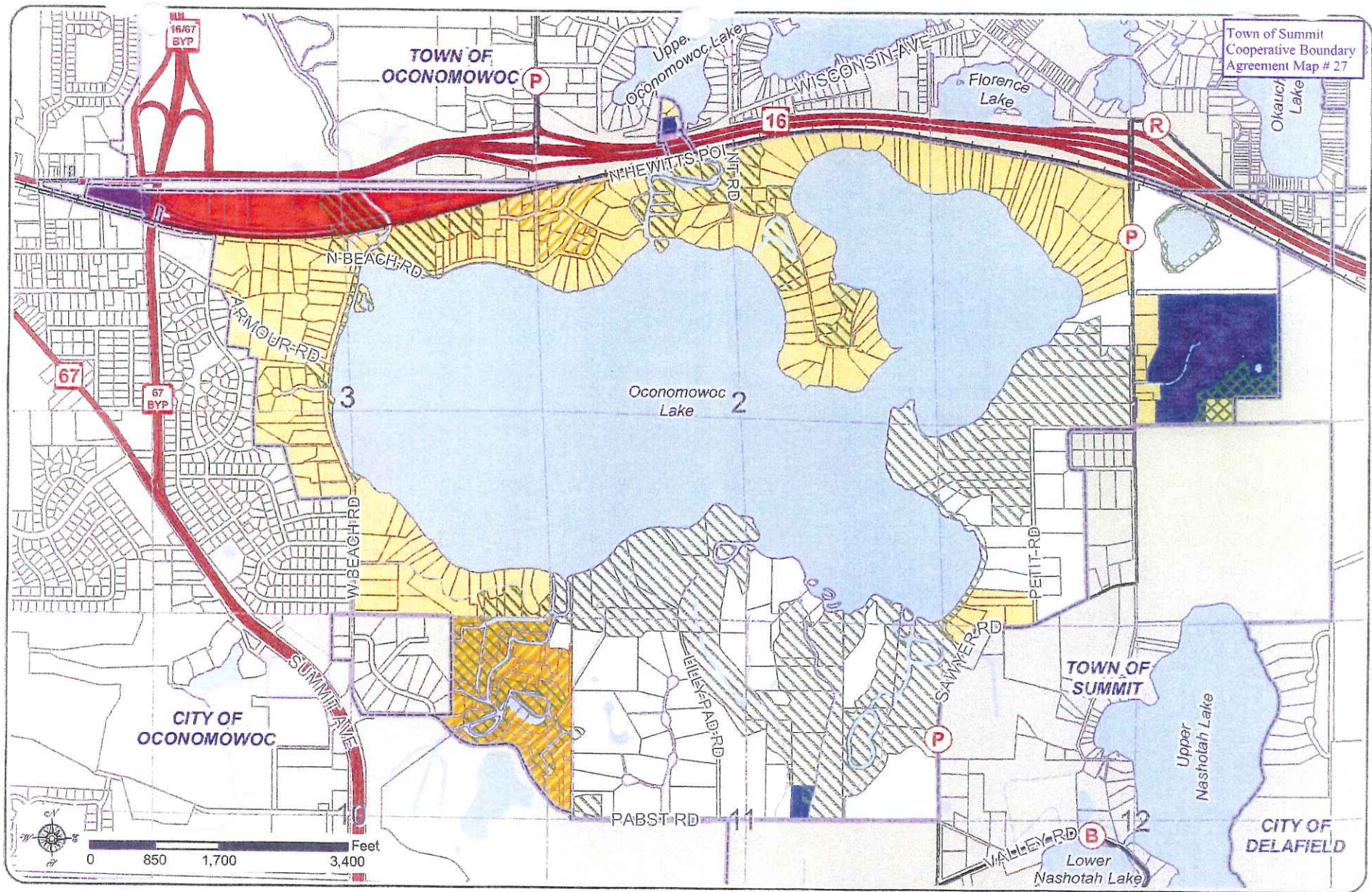
0 800 1,600 3,200 Feet



Map created November 26, 2008  
YCA Project # 3308-245







## Village of Oconomowoc Lake

### Proposed Land Use Plan

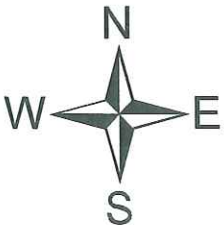
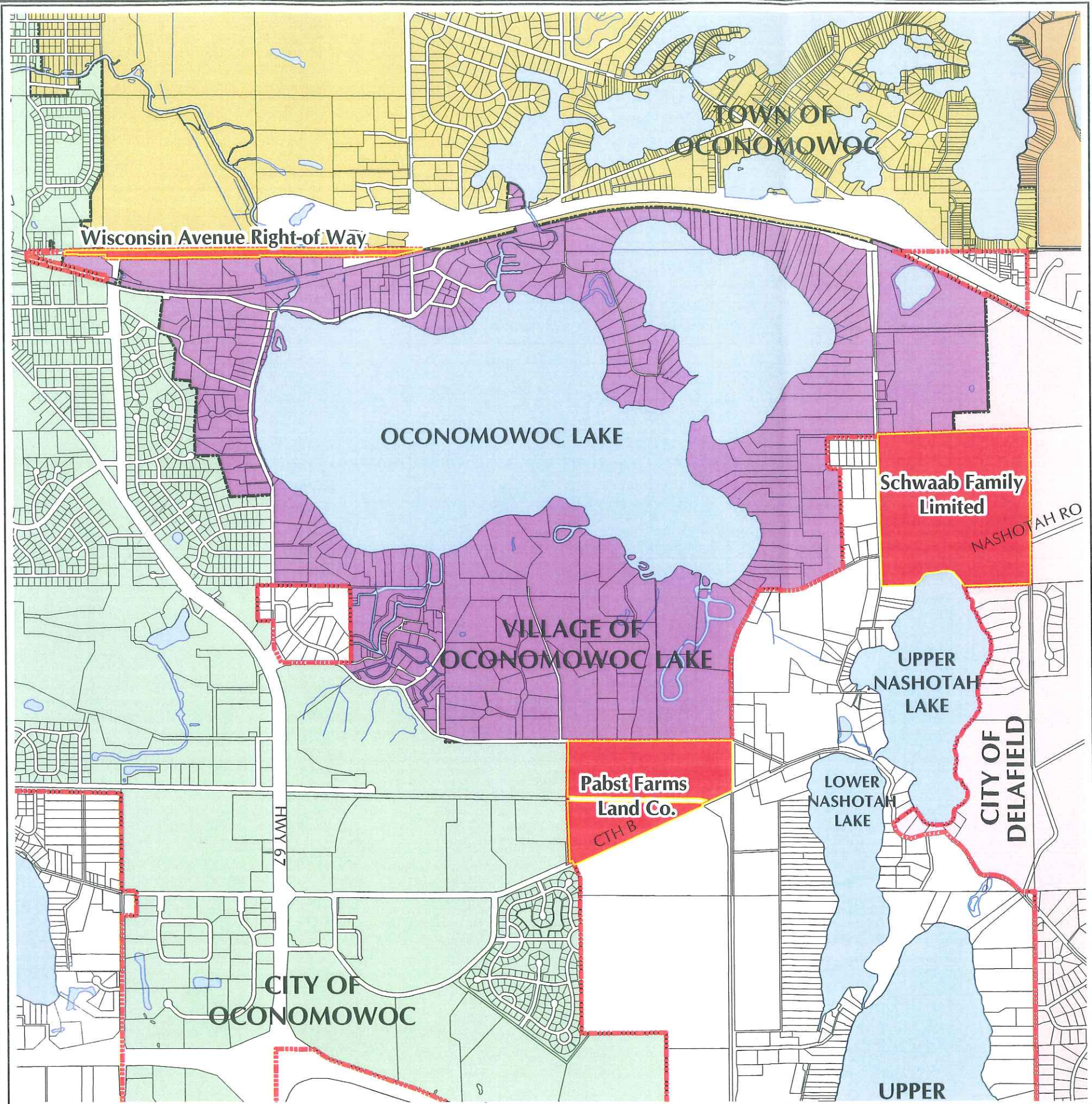
Prepared by Waukesha County Dept of Parks and Land Use November 2007



# MAP 28 PARCELS SUBJECT TO TOWN OF SUMMIT AND OCONOMOWOC LAKE BOUNDARY AGREEMENT

## Legend

- SUBJECT PARCELS
- CITY OF DELAFIELD
- CITY OF OCONOMOWOC
- TOWN OF MERTON
- TOWN OF OCONOMOWOC
- TOWN OF SUMMIT
- VILLAGE OF OCONOMOWOC LAKE
- PARCEL AND ROW LINES
- SURFACE WATER





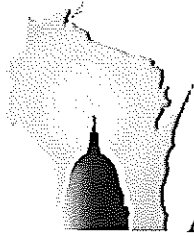
MAP 28a

LEGAL DESCRIPTION FOR LAND TRANSFERRED  
TO VILLAGE OF OCONOMOWOC LAKE

Being a part of the Northwest 1/4 of Section 2 the Northeast 1/4 and Northwest 1/4 of Section 3 and the Northeast 1/4 of Section 4, all in Township 7 North, Range 17 East, Town of Summit, Waukesha County, Wisconsin, more particularly described as follows:

Beginning at the Northeast corner of said Section 3; thence S.89°35'28"E., along the north line of the Northwest 1/4 of said Section 2, 193.15 feet to the northerly right-of-way line of the Canadian Pacific Railroad and the northerly boundary of the Village of Oconomowoc Lake; thence S.76°41'54"W., along said northerly right-of-way and the northerly boundary of said Village of Oconomowoc Lake, 475.11 feet to the southerly right-of-way of S.T.H. "16"; thence S.89°51'33"W., along said northerly boundary of the Village of Oconomowoc Lake and said southerly right-of-way, 2,339.26 feet; thence S.03°52'49"E., along said northerly boundary of the Village of Oconomowoc Lake and said southerly right-of-way, 25.09 feet; thence S.89°51'18"W., along said northerly boundary of the Village of Oconomowoc Lake and said southerly right-of-way, 1,384.60 feet; thence S.00°04'44"E., along said northerly boundary of the Village of Oconomowoc Lake and said southerly right-of-way, 5.02 feet; thence S.89°51'16"W., along said northerly boundary of the Village of Oconomowoc Lake and said southerly right-of-way, 1,252.52 feet to the west line of the Northwest 1/4 of said Section 3; thence N.03°12'45"W., along the west line of the Northwest 1/4 of said Section 3, the northerly boundary of the Village of Oconomowoc Lake and the southerly right-of-way of S.T.H. "16", 62.10 feet; thence S.89°44'10"W., along said northerly boundary of the Village of Oconomowoc Lake and said southerly right-of-way, 470.04 feet; thence N.00°15'50"W., along said northerly boundary of the Village of Oconomowoc Lake and said southerly right-of-way, 12.00 feet; thence S.89°44'48"W., along said northerly boundary of the Village of Oconomowoc Lake and said southerly right-of-way, 236.12 feet; thence N.14°57'13"E., 68.40 feet to the north line of the Northeast 1/4 of said Section 4; thence N.89°44'05"E., along said north line, 656.10; thence N.89°51'16"E., along said north line, 28.09 feet to the Northeast corner of said Section 4 and the Northwest corner of said Section 3; thence N.89°51'16"E., along the north line of the Northwest 1/4 of said Section 3, 2,611.79 feet; thence N.89°51'28"E., along the north line of the Northwest 1/4 of said Section 3 24.03 feet to the North 1/4 corner of said Section 3; thence N.89°51'28"E., along the north line of the Northeast 1/4 of said Section 3, 2,615.93 feet to the point of beginning.

Containing 697,117 square feet or 16.00 acres, more or less.



**WISCONSIN DEPARTMENT OF  
ADMINISTRATION**

**JIM DOYLE**  
GOVERNOR  
**MICHAEL L. MORGAN**  
SECRETARY

**Municipal Boundary Review**  
PO Box 1645, Madison WI 53701  
Voice (608) 264-6102 Fax (608) 264-6104  
Email: [wimunicipalboundaryreview@wi.gov](mailto:wimunicipalboundaryreview@wi.gov)  
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October 2, 2009

Henry Elling, Administrator  
Town of Summit  
2911 North Dousman Road  
Oconomowoc, Wisconsin 53066

Mary Elsner, Clerk  
Town of Delafield  
N14 W30782 Golf Road  
Delafield, WI 53018-2117

Jeffrey Herrmann, Administrator/Planner  
Town of Oconomowoc  
W359 N6812 Brown Street  
Oconomowoc, WI 53066

Melissa Klein, Clerk/Treasurer  
Town of Ottawa  
W360 S3337 Highway 67,  
Dousman, WI 53118

Penny Nissen, Clerk  
Village of Dousman  
118 S. Main Street  
Dousman, WI 53118

Donald G. Wiemer, Administrator  
Village of Oconomowoc Lake  
35328 W. Pabst Road  
Oconomowoc, Wisconsin 53066

**Re: Approval of the Cooperative Boundary Agreements**

Dear Administrators and Clerks:

On behalf of the Department of Administration, I am pleased to provide your communities with our approval of your cooperative boundary agreement.

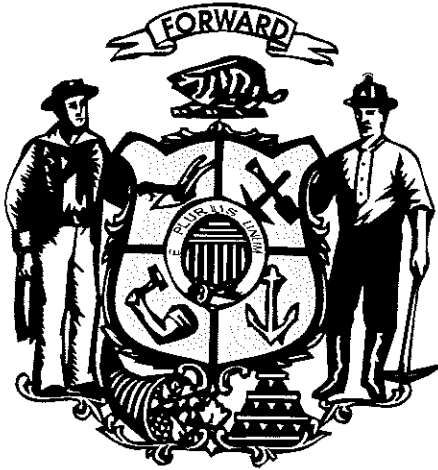
Congratulations on your success in reaching agreement on the future of development, municipal boundaries, and services in your communities. Your unique collaboration establishes the foundation for decades of future cooperation that will not only guide you, but will also be a useful example and resource for other jurisdictions throughout Wisconsin. To date, this is the largest agreement in Wisconsin in terms of the number of participating jurisdictions. Again, congratulations!

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

Sincerely,

Erich Schmidtke  
Municipal Boundary Review

cc: Stan Riffle, Attorney  
Brian Vigue, Administrator  
Division of Intergovernmental Relations



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**WISCONSIN DEPARTMENT OF ADMINISTRATION**

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**APPROVAL OF THE COOPERATIVE BOUNDARY PLAN BETWEEN TOWN  
OF SUMMIT AND THE TOWNS OF DELAFIELD, OCONOMOWOC,  
OTTAWA, AND THE VILLAGES OF DOUSMAN AND OCONOMOWOC  
LAKE UNDER SECTION 66.0307, WISCONSIN STATUTES**

**October 2009**



## Introduction

The Wisconsin Department of Administration (Department) approves the submitted agreement and finds that it meets the Department's approval criteria in s. 66.0307(5), Wis. Stats. This is the 23rd cooperative agreement received and approved by the Department.<sup>1</sup>

On June 4th, 2009, the Department received the *Cooperative Plan Between Town of Summit and Towns of Delafield, Oconomowoc and Ottawa and the Villages of Dousman and Oconomowoc Lake* (hereinafter called the Cooperative Agreements). Although contained within a single document, this agreement should not be construed as a single large agreement between Summit and all of its municipal neighbors together. Instead, it is a compilation of individual agreements between Summit and each of its neighbors separately. For example, the Town of Summit and Town of Delafield agreement is a stand alone agreement. It is contained on pages 16-25 of the Cooperative Agreement. The Town of Summit – Oconomowoc Lake agreement, on pages 70-77 is actually an amendment to an already existing cooperative boundary agreement between these communities. It is for the sake of efficiency that these separate agreements have been compiled together and have had a joint public hearing, as well as this consolidated approval from the Department.

Summit's agreements with the Towns of Delafield, Oconomowoc, and Ottawa are primarily designed to preserve the status quo, although a small parcel of land will transfer from Summit to Town of Oconomowoc. The agreements with the Village and Dousman and the Village of Oconomowoc Lake are more involved. The agreement with Dousman transfers territory from Summit to the village, and establishes detailed service and planning arrangements. The amended Oconomowoc Lake agreement transfers road right-of-way.

Because the initial authorizing resolutions by Summit and its neighbors were passed the first week of March 2008, this agreement falls under the new review criteria brought by 2007 Wisconsin Act 43, which took effect on January 18, 2008.

Although it falls under the new criteria, work on these Cooperative Agreements actually began much earlier than January 18, 2008, the effective date of Act 43. As a result, the content and format of the agreements is clearly designed to comply with the pre-Act 43 standards. For example, a great deal of detailed information has been provided regarding environmental, housing, social, economic, endangered species, wetlands, historic resources, and other characteristics. This type of information was required under the old review criteria, but is no longer specifically required by the new Act 43 criteria.

Also included as part of these Cooperative Agreements is an 'Errata Sheet' that was submitted to the Department on August 21, 2009 which provides additional information related to the Department's review standards. Because this is the first agreement to be reviewed under the changes brought by Act 43, different types of information is now required, such as information about comprehensive plans. The Errata Sheet fills in this needed information and should be considered part of the Cooperative Agreements.

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<sup>1</sup> An annotated list of approved agreements and amendments to agreements can be found at: [www.doa.state.wi.us/municipalboundaryreview](http://www.doa.state.wi.us/municipalboundaryreview)

## **Public Hearing, Resolutions, Referenda and other Procedural Matters**

Before a cooperative agreement is submitted to the Department, a number of procedural steps must occur. These are:

- Joint initiating resolutions passed by each participating municipality authorizing its governing body to work to negotiate and develop an agreement;
- A joint public hearing to receive comments from the public and other governmental bodies;
- Adopting resolutions passed by each participating municipality to approve a final version of the agreement and approve it being forwarded it to the Department for review;
- A possible advisory referendum; and
- A possible public hearing held by the Department.

Authorizing resolutions were passed by all of the participating communities in the first week of March, 2008, and as required by s. 66.0307(4)(a) Wis. Stats., these resolutions were distributed to neighboring municipalities, Waukesha County, Southeast Wisconsin Regional Planning Commission (SEWRPC), area school districts, universities and vocational and technical colleges, sanitary and utility districts, the Wisconsin Department of Natural Resources (WDNR), Wisconsin Department of Transportation (WisDOT), and the Wisconsin Department of Agriculture, Trade and Consumer Protection (WDATCP), and this Department. Copies of these resolutions are included within the Cooperative Agreements as Appendices A and B.

Before cooperative boundary agreements are submitted to the Department, section 66.0307(4)(a) Wis. Stats. requires a public hearing on the proposed agreement. In this case, a joint public hearing was held January 29, 2009 at the Summit Town Hall. No comments were received from the general public. The Town of Ottawa and the Village of Dousman support the agreement but are concerned because an expanded Village of Dousman could result in new extraterritorial zoning and platting issues, and the Dousman-Summit-Ottawa fire district will require amendments to its bylaws.

Following the hearing, comment letters were received from Waukesha County and (SEWRPC) as required by s. 66.0307(4)(c) Wis. Stats. Both support the agreement, and the County's letter suggests some technical changes. Changes were made in response to Waukesha County's suggested edits. Additionally, Schwaab Family LLC submitted a letter objecting to the Village of Oconomowoc Lake's extraterritorial review authority over the Schwaab family's 154 acres of land along Sawyer Road. The Cooperative Agreement was revised to insert a reasonableness clause into the Village's review authority. All three letters are contained within the agreement at Appendices E and F.

The Cooperative Plans were approved by the participating communities in March and April of 2009. Copies of these resolutions are included within the Cooperative Agreements as Appendix G.

Following approval of a cooperative boundary agreement, area residents may request that an advisory referendum be held on the agreement, and may request the Department to hold a public hearing pursuant to ss. 66.0307(4)(e) and 66.0307(5)(b) Wis. Stats. However, no referendum or public hearing was requested in this case. The Department may also on its own motion conduct a public hearing. However, the purpose of this Agreement is clear and the information submitted to the Department is complete, so the Department found a public hearing was unnecessary.

Section 66.0307(5) Wis. Stats. requires the Department to issue its findings and determination within 90 days of receiving the Agreement. In this case, because the Agreement was received on June 4th, the Department's determination was due on or before September 2, 2009. However, to enable the parties to submit the referenced Errata page of required items, the parties requested a one month extension.

The following paragraphs describe each of the Cooperative Agreements and how they relate to the Department's review criteria. It is important to understand that this approval document is not a complete restatement of the Agreement. Those wanting to learn the specific details, nuances, and conditions of these Cooperative Agreements should look in the text of the agreements themselves which are available from the local units of government or at the Department of Administration's website at: <http://doa.wi.gov/municipalboundaryreview/>.

#### **Town of Summit – Town of Delafield Cooperative Agreement**

*Is the cooperative plan and agreement sufficiently detailed for the Department to make a finding that the criteria have been met?* s. 66.0307(5)(c)1 Wis. Stats.

Because much of the information required has been provided as part of the larger compilation of agreements, the provisions related specifically to Summit and Delafield are fairly brief, contained on pages 16-25 of the Agreement Document. The purpose of this agreement is to maintain the status quo. No territory will transfer. The boundaries will remain the same. Service arrangements will also remain as they are, with each community continuing to be responsible for transportation, stormwater management, zoning, sewer and water, police and fire, utilities, and parks and recreation, among others.

Delafield indicates that it supports an anticipated effort by the Town of Summit to incorporate as a village. Should Summit succeed, a future Village of Summit agrees that it will not exercise extraterritorial zoning or plat review authority within Delafield, nor will it annex territory unless Delafield expressly consents. To bind the future village, the parties are relying on section 66.0307(6) Wis. Stats., which indicates that an approved cooperative plan is binding on the parties and has the force of a contract.

The above information, along with other information included in the Cooperative Agreement, provides sufficient detail to enable the Department to find whether the standards in s. 66.0307(3)(c)-(e) Wis. Stats. are met. Given the number of participating municipalities, it is a remarkably succinctly-written agreement.



*Is the cooperative plan and agreement 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.

Summit relies primarily on three plans: *Land Use Plan* (2001), *Waukesha County Development Plan* (updated annually since 1997), and SEWRPC's *Regional Land Use Plan for Southeastern Wisconsin: 2035*.

Delafield relies on its *Land Use Plan* (1999), and the Waukesha County and SEWRPC plans.

The agreement contains no information regarding how the agreement is consistent with these plans. An 'Errata sheet' was submitted by the Town of Summit on August 21, 2009 to address this issue. The Errata sheet indicates that the agreement is consistent with all the adopted plans for the area because there are no changes to boundaries or service arrangements. No changes mean that the plan provisions continue unchanged and consistent with the status quo.

Regarding consistency of the agreement with state statutes and local ordinances, neither Summit nor Delafield could identify any issues, nor did the state agencies that were noticed comment. In their letters of support, neither Waukesha County nor SEWRPC identified any problems with state or local laws.

Finding no provisions or issues that conflict with state and local laws, and the comprehensive plans, the Department finds that this standard is met.

*Does the cooperative plan adequately provide for service delivery to the territory?*  
s. 66.0307(5)(c)3 Wis. Stats.

As indicated above, the agreement maintains the current services arrangement, with each community continuing to provide services within their boundaries. Therefore, the Department finds that adequate provision has been made for delivery of services.

*Are the proposed agreement boundaries compact, and not the result of arbitrariness?*  
s. 66.0307(5)(c)5, Wis. Stats.

The agreement contains no information on how or whether the boundaries are compact. The 'Errata sheet' that was submitted on August 21, 2009 indicates that the determination to maintain the status quo is not arbitrary but reflects the Towns' desire, and because the boundary remains the boundary established by the public land survey in the 1800s, compactness is not as relevant.

The Department believes that a showing of compactness is still required, particularly since unincorporated town land may develop to essentially the same extent as city or village lands. However, because no boundary lines are being changed, and land uses are planned to remain the same, the Department finds that the boundaries are not arbitrary and do meet the standard in s. 66.0307(5) Wis. Stats.

*If the agreement exceeds 10 years in duration, is there justification provided that is consistent with the cooperative plan? s. 66.0307(5)(c)6, Wis. Stats.*

The parties intend that this agreement be in perpetuity, and as justification they cite the fact that the parties desire the current boundary lines to continue unchanged in perpetuity. Also, waiver of extraterritorial zoning and plat review by a potential Village of Summit in the future is an important component of this agreement and that also is desired to continue in perpetuity.

For the above reasons, the Department finds that the standard in s. 66.0307(6) Wis. Stats. is met.

#### **Town of Summit – Town of Ottawa**

*Is the cooperative plan and agreement sufficiently detailed for the Department to make a finding that the criteria have been met? s. 66.0307(5)(c)1 Wis. Stats.*

The purpose of this agreement is to maintain the status quo. As with the Delafield Cooperative Agreement, no territory will transfer. The boundaries will remain the same. Service arrangements will also remain as they are, with each community continuing to be responsible for transportation, stormwater management, zoning, sewer and water, police and fire, utilities, and parks and recreation, among others.

Ottawa indicates that it supports Summit's incorporation attempt. As with the previous agreement, should Summit succeed and become a village, it will not exercise extraterritorial zoning or plat review authority within Ottawa, nor will it annex territory unless Ottawa expressly consents.

*Is the cooperative plan and agreement 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.*

Ottawa relies on the Town of Ottawa Master Land Use Plan (2006), as well as the Waukesha County and SEWRPC plans. However, the agreement contains no information regarding how the agreement is consistent with these plans. An 'Errata sheet' was submitted on August 21, 2009 to address this issue. The Errata sheet indicates that the agreement is consistent with all the adopted plans for the area because there are no changes to boundaries or service arrangements. No changes mean that the plan provisions continue unchanged and consistent with the status quo.

Regarding consistency of the agreement with state statutes and local ordinances, neither Summit nor Ottawa could identify any issues, nor did the state agencies that were noticed comment. In their letters of support, neither Waukesha County nor SEWRPC identified any problems with state or local laws.

Finding no provisions or issues that conflict with state and local laws, and the comprehensive plans, the Department finds that this standard is met.

*Does the cooperative plan adequately provide for service delivery to the territory?*  
s. 66.0307(50)(c)3 Wis. Stats.

As indicated above, the agreement maintains the current services arrangement, with each community continuing to provide services within their boundaries.

However, Summit and Ottawa agree to create a 'Shared Services Committee' which will consider the feasibility of sharing services including, but not limited to police protection, public works, and parks, among other things. This committee will consist of 3 members from each community and will function as an informal advisory group.

For the foregoing reasons, the Department finds that adequate provision has been made for delivery of services.

*Are the proposed agreement boundaries compact, and not the result of arbitrariness?*  
s. 66.0307(5)(c)5, Wis. Stats.

The agreement contains no information on how or whether the boundaries are compact. However, the 'Errata sheet' submitted on August 21, 2009 indicates that the determination to maintain the status quo is not arbitrary, but rather reflects the desires of Summit and Ottawa. Because the boundaries remain unchanged, compactness is not relevant.

The Department believes that a showing of compactness is still required, particularly since unincorporated town land may develop to essentially the same extent as city or village lands. However, because no boundary lines are being changed, and land uses are planned to remain the same, the Department finds that the boundaries are not arbitrary and do meet the standard in s. 66.0307(5) Wis. Stats.

*If the agreement exceeds 10 years in duration, is there justification provided that is consistent with the cooperative plan?* s. 66.0307(5)(c)6, Wis. Stats.

The parties intend that this agreement be in perpetuity, and as justification they cite the fact that the parties desire the current boundary lines to continue unchanged in perpetuity, as well as waiver of extraterritorial review by a potential Village of Summit in the future.

For the above reasons, the Department finds that the standard in s. 66.0307(6) Wis. Stats. is met.

#### **Town of Summit – Town of Oconomowoc Cooperative Agreement**

*Is the cooperative plan and agreement sufficiently detailed for the Department to make a finding that the criteria have been met?* s. 66.0307(5)(c)1 Wis. Stats.

Like the agreement between Summit and Delafield, this agreement is designed to preserve the status quo with an exception of a triangle-shaped piece of Summit called the 'Jaekles Drive Area' that will transfer to the Town of Oconomowoc. This area is located in the far northeast corner of Summit in Section 1 and shown by map 7 of the agreement. The Jaekles Drive Area is completely surrounded and cut off from the rest of Summit by the City of Delafield, Village



of Oconomowoc Lake, and Town of Oconomowoc. Summit has provided services to the area up to now, but it has been a challenge. Transferring this land to the Town of Oconomowoc makes sense from the standpoint of service and governance efficiency. The area will transfer upon approval of this agreement by the Department and upon a written agreement between the Towns of Summit and Oconomowoc, and the City of Oconomowoc regarding how sewer service will be provided. There are no other areas of shared boundaries between the towns.

Service arrangements will also remain as they are, with each community continuing to be responsible for transportation, stormwater management, zoning, sewer and water, police and fire, utilities, and parks and recreation, among others.

Oconomowoc indicates that it supports an anticipated petition for Summit's incorporation as a village. Should Summit succeed, the future Village of Summit agrees that it will not exercise extraterritorial zoning or plat review authority within the Town of Oconomowoc, nor will it annex territory unless Oconomowoc expressly consents.

The above information, along with other information included in the Cooperative Agreement, provides sufficient detail to enable the Department to find whether the standards in s. 66.0307(3)(c)-(e) Wis. Stats. are met. Given the number of participating municipalities, it is a remarkably succinctly-written agreement.

*Is the cooperative plan and agreement 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(50)(c)2 Wis. Stats.

The Town of Oconomowoc relies on its *Land Use Plan* and on the Waukesha County and SEWRPC plans.

The Cooperative Agreement indicates that the Jaeckles Drive Area will initially be governed by Waukesha County plan provisions, and then by the Town of Oconomowoc's land use plan when that plan is amended. Further, the 'Errata sheet' submitted on August 21, 2009 indicates that land use in the Jaeckles area is already fully developed residential, as is the contiguous area to the north within the Town of Oconomowoc. Therefore, amending the plan should not be controversial, or anything other than a technical change.

Regarding consistency of the agreement with state statutes and local ordinances, neither the Towns of Summit nor Oconomowoc could identify any issues, nor did the state agencies that were noticed comment. In their letters of support, neither Waukesha County nor SEWRPC identified any problems with state or local laws.

Finding no provisions or issues that conflict with state and local laws, and the comprehensive plans, the Department finds that this standard is met.

*Does the cooperative plan adequately provide for service delivery to the territory?*  
s. 66.0307(50)(c)3 Wis. Stats.

As indicated above, the agreement maintains the current services arrangement, with each community continuing to provide services within their boundaries. Services for the Jaeckles Drive Area will continue to be provided by Summit until its transfer to the Town of Oconomowoc, at which time the Town of Oconomowoc will take over. Sewer service will

occur according to an intergovernmental agreement that must be developed and approved by the Town of Summit, the Town of Oconomowoc, and the City of Oconomowoc prior to the area's transfer.

For the foregoing reasons, the Department finds that adequate provision has been made for delivery of services.

*Are the proposed agreement boundaries compact, and not the result of arbitrariness?*  
s. 66.0307(5)(c)5, Wis. Stats.

The agreement contains no information on how or whether the boundaries are compact. The 'Errata sheet' that was submitted on August 21, 2009 indicates that the decision to transfer the Jaeckles Drive Area was not an arbitrary decision, but based on that area's being separate from the remainder of Summit. This transfer will enhance Summit's compactness.

The Department finds that this boundary change is not arbitrary and does meet the standard in s. 66.0307(5) Wis. Stats., and will make the boundaries between the communities more rational.

*If the agreement exceeds 10 years in duration, is there justification provided that is consistent with the cooperative plan?* s. 66.0307(5)(c)6, Wis. Stats.

The Cooperative Agreement indicates that its terms are in perpetuity. Also, according to the Errata Sheet, transfer of the Jaeckles Drive Area territory to Oconomowoc only makes sense if it is in perpetuity because of the time and cost of providing services and changing jurisdiction and community identity. It would not make sense to transfer the territory and then transfer it back. Also, waiver of extraterritorial zoning and plat review by a future Village of Summit is an important component of this agreement and that also is desired to continue in perpetuity.

For the above reasons, the Department finds that the standard in s. 66.0307(6) Wis. Stats. is met.

#### **Town of Summit – Village of Dousman Cooperative Agreement**

*Is the cooperative plan and agreement sufficiently detailed for the Department to make a finding that the criteria have been met?* s. 66.0307(5)(c)1 Wis. Stats.

This Cooperative Agreement is designed to transfer two adjacent areas from Summit to Dousman over a period of 40 years, as well as create a joint planning committee and establish a dispute resolution process. Of all the Cooperative Agreements within this compilation of agreements, this one contains the largest territory transfer and the most negotiated items.

The two areas to transfer are shown on Map 26 of the Cooperative Agreement document. The first area is shown in purple and will transfer at the first of the following actions:

- 1) Landowner's request;
- 2) When property is subdivided (except in narrow situations described on page 57;

- 3) Landowner requests extension of village sewer services, consistent with the Agreement for the Treatment of Wastewater between the Town of Summit and the Village of Dousman which is incorporated into this Cooperative Agreement and provided as Attachment 7-G;
- 4) Landowner proposes multi-family housing development
- 5) Landowner requests rezoning, conditional use permit, planned unit development or a special use permit.
- 4) Eventually, if not already attached, on December 31, 2028.

The second area that will transfer is shown on Map 26 in purple cross-hatching. This area will transfer based on the same criteria as the first area, except that the ultimate transfer date is twenty years later - December 31, 2048.

Transfers from both areas become effective upon a petition by the landowner, an adoption ordinance by the Village, and a detachment ordinance by the Town. The Department reminds the parties that these copies of these ordinances should be recorded with the Wisconsin Office of the Secretary of State pursuant to s. 66.0307(10) Wis. Stats.

Both transfers will occur regardless of whether Summit is a town or village. Other than these two areas, Dousman agrees not to annex Summit territory, unless approved by Summit.

The above information, along with the information about services described below, provides sufficient detail to enable the Department to perform its review function.

*Is the cooperative plan and agreement 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(50)(c)2 Wis. Stats.

Dousman relies on its comprehensive plan, the *Land Use Plan, Village of Dousman Wisconsin* (2006). The Cooperative Agreement is consistent with Dousman's plan because the territory to be transferred is residential in nature, pursuant to Summit's *Land Use Plan* (2001). This area will be adjacent to residential areas in the Village of Dousman, so the land uses are currently uniform, and will continue to be uniform after transfer. Also, the transfer is consistent because Dousman's plan recognizes both transfer areas at pages 44 and Map 19 as significant extraterritorial areas.

Regarding consistency of the agreement with state statutes and local ordinances, neither Summit nor Dousman identify any issues, nor did the state agencies that were noticed comment. In their letters of support, neither Waukesha County nor SEWRPC identified any problems with state or local laws.

Finding no provisions or issues that conflict with state and local laws, and the comprehensive plans, the Department finds that this standard is met.

*Does the cooperative plan adequately provide for service delivery to the territory?*  
s. 66.0307(50)(c)3 Wis. Stats.

Dousman will take over services to the transfer areas once parcels within those areas do in fact transfer. They will also fall under the village's plan and regulations at that time. Until that time, Summit will continue to provide services.



The parties have agreed to an extensive arrangement of service cooperation, as follows:

- Sewer service without annexation - the parties have agreed that certain areas within Summit that are beyond Dousman's ultimate boundary may receive Village sewer service without requiring annexation. These areas are shown in blue shading in Exhibit 7-2 in the *Agreement for the Treatment of Wastewater between the Town of Summit and the Village of Dousman*, which is provided at Attachment 7-G. This agreement calls for future development of a wastewater collection system in the Town owned and operated by the Village and paid for by the Town that will ultimately transport wastewater to the Village for treatment. There is no immediate demand for this service, and it may not be desired for many years. However, this agreement establishes a detailed arrangement and system for how this service will be provided when ultimately desired, including details such as sewage treatment rates, charges, and fees, future expansion of the service area, maintenance costs, treatment plant expansion, accounting practices, etc. The Village may also extend water service to other areas in Summit beyond the blue-shaded areas without requiring annexation if the communities reach agreement.
- Recreational trail - Summit and Dousman agree to cooperate on developing a recreational trail system to connect the State of Wisconsin's Glacial Drumlin Trail to a proposed Waukesha County Trail in the Town.
- Shared facilities - Summit agrees to consider locating 'public facilities' in the Town that will serve the area's current and future population, both Dousman and Summit residents.
- Fire Service – Summit and Dousman agree that the Dousman Fire District will continue to provide fire service to both communities, and that the fire agreement is hereby incorporated into this Cooperative Boundary Agreement.
- Joint planning – Summit and Dousman agree to cooperate with land use planning of areas shown in cross-hatched shading in Exhibit 7-JP-1. These areas include portions of the transfer areas, as well as lands immediately beyond. A Joint Planning Committee (JPC) is created, comprised of 3 members from Summit and 3 members from Dousman. The JPC will make advisory recommendations to each community's governing body.
- Extraterritorial plat and zoning review - Dousman waives its right to extraterritorial plat review and zoning in Town lands beyond the Ultimate Village Boundary, with the exception of two small Joint Planning areas shown in cross-hatched shading in Exhibit 7-JP-1. As described above, these areas will be governed by the Joint Planning Committee.
- Dispute resolution – in the event of a breach of this Cooperative Agreement or a dispute between the Summit and Dousman, the agreement sets up a dispute resolution process that ranges from mediation to binding arbitration.

For the foregoing reasons, the Department finds that adequate provision has been made for delivery of services.

*Are the proposed agreement boundaries compact, and not the result of arbitrariness?*  
s. 66.0307(5)(c)5, Wis. Stats.

The agreement contains no information on how or whether the boundaries are compact. The 'Errata sheet' that was submitted on August 21, 2009 indicates that Summit's proposed boundaries with the Village are based on the Village's ability to provide sewer and water service to the two transfer areas. The ultimate border will be contiguous to the Village and logical from the standpoint of services and land use.

The Department finds that the boundaries are not arbitrary and do meet the standard in s. 66.0307(5) Wis. Stats.

*If the agreement exceeds 10 years in duration, is there justification provided that is consistent with the cooperative plan?* s. 66.0307(5)(c)6, Wis. Stats.

The planning period for this Cooperative Agreement is 40 years in order to allow property owners to determine when they are ready to have their property transferred to the Village and to access Village services. The boundaries that are ultimately reached will be permanent.

For the above reasons, the Department finds that the standard in s. 66.0307(6) Wis. Stats. is met.

**Town of Summit – Village of Oconomowoc Lake Cooperative Agreement**

*Is the cooperative plan and agreement sufficiently detailed for the Department to make a finding that the criteria have been met?* s. 66.0307(5)(c)1 Wis. Stats.

The purpose of this Cooperative Agreement is to amend the communities' previous Cooperative Agreement – the *Cooperative Boundary Adjustment Plan and Agreement between the Village of Oconomowoc Lake and the Town of Summit: Waukesha County, Wisconsin*, approved by the Department in December of 2000. This new cooperative boundary agreement, technically an amendment, acknowledges this previous Cooperative Agreement and indicates that that agreement remains in full force and effect and is incorporated into this new agreement. The two agreements are expressly linked and must be read together.

The requirements for amending an agreement vary depending on whether or not new or additional territory will transfer. Because this amendment does transfer territory, the full amendment procedure under s. 66.0307(8)(b) Wis. Stats. is required. The full amendment procedure involves the same steps as required for initially developing and adopting an agreement, including Department approval. Here, because this amendment was part of new agreements with Summit's other municipal neighbors, and followed the procedures required for a new plan, it also complies with the requirements for an amendment.

The specific territory that will transfer is a frontage road along STH 16, located in the Town and shown and described by Maps 28 and 28-a. This area will transfer to the Village upon the Department's approval of this agreement.

This amendment's other primary provision relates to Summit's anticipated incorporation effort. If Summit does incorporate, this amendment requires that its new elected officials must adopt a resolution reaffirming the enforceability of this agreement against the newly incorporated entity within 60 days of taking office.

The above information, along with the information described below, provides sufficient detail to enable the Department to perform its review function under s. 66.0307(5)(c)1 Wis. Stats

*Is the cooperative plan and agreement 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.

The Village relies upon its *Smart Growth Plan for Village of Oconomowoc Lake* (2008). The Errata sheet indicates that agreement is consistent with this plan because essentially nothing is changing. Transfer of the frontage road is not contrary to the plan, and in fact will improve services and governance of this area.

Finding no provisions or issues that conflict with state and local laws, and the comprehensive plans, the Department finds that this standard is met.

*Does the cooperative plan adequately provide for service delivery to the territory?*  
s. 66.0307(5)(c)3 Wis. Stats.

Services such as transportation, stormwater management, sewer and water, police and fire, utilities, parks and recreation, schools, and libraries are described for each community, and for the most part, this Cooperative Agreement will continue these service arrangements into the future. Exceptions to this are the frontage road area that will transfer in the Schwaab Farms and Pabst Farms areas. The Village will assume maintenance and regulatory control of the frontage area once it transfers into the Village. The Town will continue to provide services and regulatory control of the Schwaab Farms and Pabst Farms areas, however, land use in those two areas must conform to the uses described in the Town of Summit's 2001 land use plan.

For the foregoing reasons, the Department finds that adequate provision has been made for delivery of services.

*Are the proposed agreement boundaries compact, and not the result of arbitrariness?*  
s. 66.0307(5)(c)5, Wis. Stats.

The Errata Sheet indicates that because Summit and Oconomowoc Lake already have a cooperative agreement which established common boundaries, this criteria is not applicable. However, the statutes do not make this distinction – the Department must find all the criteria met for an amendment, just as for an original agreement. In this case, transfer of the frontage road will improve transportation maintenance for both the Village and Town because this area is far from Summit and completely surrounded by the Village and other jurisdictions. Its transfer is not arbitrary, but instead a well-thought out and needed change.

*If the agreement exceeds 10 years in duration, is there justification provided that is consistent with the cooperative plan?* s. 66.0307(5)(c)6, Wis. Stats.



The Errata Sheet indicates that no specific justification is necessary for maintaining the status quo of existing municipal boundaries for the Village of Oconomowoc Lake. Again, the statutes require this criteria to be met with an amendment just as with an original agreement. In this case, the parties desire that the territory transfer be permanent, that Summit continue to provide services to the Pabst Farms and Schwaab Farms area, and if Summit should at some point incorporate, pass a resolution re-affirming this agreement. For all of these reasons, the Department finds that the standard in s. 66.0307(6) Wis. Stats. is met.

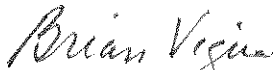
### Approval

This Agreement 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 Summit Agreements with the Towns of Delafield, Oconomowoc, Ottawa, and the Villages of Dousman and Oconomowoc Lake under s. 66.0307 Wis. Stats.*

Henceforth, amendments or revisions to this Agreement can only occur with the approval of the participating 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. This Agreement is effective from today's date, and remains in effect pursuant to the language and terms contained therein.

Dated this 2<sup>nd</sup> day of October, 2009.

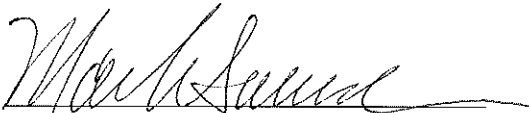
By the Wisconsin Department of Administration:



Brian Vigue, Administrator  
Division of Intergovernmental Relations  
Wisconsin Department of Administration



Erich Schmidtke  
Municipal Boundary Review  
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Mark Saunders  
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