

The State of Wisconsin

Office of the Secretary of State

VILLAGE 269

VILLAGE OF DOUSMAN

COUNTY OF WAUKESHA

BOUNDARY AGREEMENT BETWEEN THE TOWN OF OTTAWA AND THE VILLAGE OF DOUSMAN

FILED JUNE 17, 2004

VILLAGE OF DOUSMAN
P.O. BOX 325
DOUSMAN, WISCONSIN 53118

V-269

June 14, 2004

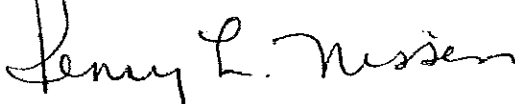
Douglas J. LaFollette,
Secretary of State
30 W. Mifflin, 10th Floor
P.O. Box 7848
Madison, WI 53707-7848

Dear Mr. LaFollette:

Please find enclosed a certified copy of a Municipal Boundary Agreement between the Town of Ottawa and the Village of Dousman. Our attorney requested that I forward the original copy of this agreement to be filed with your office.

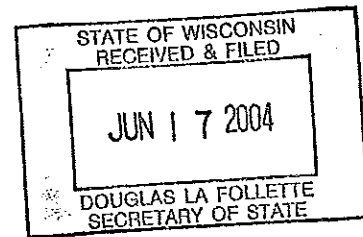
If you have any questions, please feel free to contact us at (262) 965-3792.

Sincerely,



Penny L. Nissen, Clerk
Village of Dousman

Enclosures



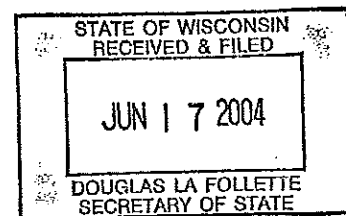
VILLAGE OF DOUSMAN
P.O. BOX 325
DOUSMAN, WISCONSIN 53118

CERTIFICATION CERTIFICATE

This is to certify that this is a true and accurate copy of Municipal Boundary
Agreement between the Town of Ottawa and the Village of Dousman



Penny L. Nissen, Clerk
Village of Dousman



STATE ex rel., TOWN OF OTTAWA,

Plaintiff,

v.

VILLAGE OF DOUSMAN,

Defendant.

STIPULATION FOR DISMISSAL

CASE NO. 04-CV-1313

Case Code: 30703

FILED
IN CIRCUIT COURT
JUN - 4 2004
WAUKESHA CO. WIS.
CIVIL DIVISION

The Town of Ottawa and the Village of Dousman, by their respective counsel, which represents both parties through a waiver of conflict of interest adopted by resolution of both parties, hereby stipulate and agree that the above-captioned action may be dismissed, on its merits and without costs, in accordance with the provisions of §66.0225, Wis. Stats.

04 JUN 5 11 37 AM '04
CLERK OF CIRCUIT COURT
CIVIL DIVISION

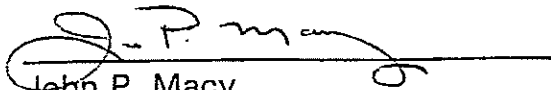
Pursuant to this stipulation, the parties have entered into a Boundary Stipulation and Intergovernmental Cooperation Agreement under the authority of §66.0225, Wis. Stats., which is attached hereto and incorporated by reference. The parties hereby request that the court implement the Boundary Stipulation and Intergovernmental Cooperation Agreement and incorporate the same as the judgment of this court in this action under the provisions of §66.0225, Wis. Stats.

In the event that a referendum is requested by petition of the electors residing within the territory to be attached or detached as outlined in §66.0225, Wis. Stats., and the referendum results in the defeat of the detachment, all proceedings are null and void, including this stipulation and resulting order.

STATE OF WISCONSIN
RECEIVED & FILED
JUN 17 2004
DOUGLAS LA FOLLETTE
CLERK OF CIRCUIT COURT

Dated this 3rd day of June 2004.

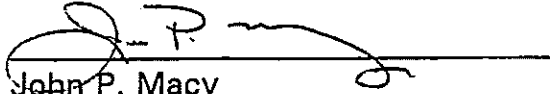
Town of Ottawa



John P. Macy
State Bar No. 1012677
P.O. Box 1348
Waukesha, WI 53187-1348

Dated this 3rd day of June 2004.

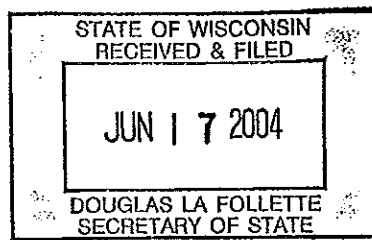
Village of Dousman



John P. Macy
State Bar No. 1012677
P.O. Box 1348
Waukesha, WI 53187-1348

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CLERK OF CIRCUIT COURT
CIVIL DIVISION



STATE ex rel., TOWN OF OTTAWA,

Plaintiff,

v.

VILLAGE OF DOUSMAN,

Defendant.

CASE NO: 04 CV 1313
 Case Code: 357031
 IN CIRCUIT
 JUN - 4 2004
 WAUKESHA CO WIS.
 CIVIL DIVISION

ORDER FOR JUDGMENT INCORPORATING STIPULATION AND
FIXING COMMON BOUNDARY

WHEREAS, this matter having come before the court on the Stipulation between the TOWN OF OTTAWA, Plaintiff, and the VILLAGE OF DOUSMAN, Defendant, and pursuant to §66.0225, Wis. Stats., in consideration of the mutual terms and provisions stated in the Stipulation filed in this action wherein the parties hereto agreed that the terms and provisions of that Stipulation may be incorporated by the court in the final judgment in this matter; and

WHEREAS, the parties requested by Stipulation that the Boundary Stipulation and Intergovernmental Cooperation Agreement between the TOWN OF OTTAWA and the VILLAGE OF DOUSMAN, pursuant to §66.0225, Wis. Stats., and attached hereto as Exhibit 1, be incorporated herein and made a part of this Order and Judgment; and

STATE OF WISCONSIN
 RECEIVED & FILED
 JUN 17 2004
 DOUGLAS LA FOLLETTE
 SECRETARY OF STATE

CLERK OF CIRCUIT COURT
 CIVIL DIVISION
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WHEREAS, the provisions of §66.0225, Wis. Stats., have been properly followed by the parties hereto; and

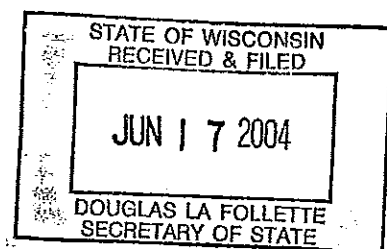
WHEREAS, the parties now consent to and request that the Court enter an order for judgment in this case which incorporates the terms and provisions of the Stipulation and the Boundary Stipulation and Intergovernmental Cooperation Agreement, and which fixes the boundaries between the TOWN OF OTTAWA and the VILLAGE OF NORTH PRAIRIE as specified in the Boundary Stipulation and,

WHEREAS, in the event that a referendum of the electors residing within the territory to be attached or detached is requested via the petition process outlined in §66.0225, Stats., and the referendum results in the defeat of the detachment, all proceedings and agreements are null and void, including this stipulation and order.

NOW, THEREFORE, upon the joint motion and stipulation of the parties,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:


1. The above recitals are hereby incorporated into this Order as part hereof.
2. The common boundaries of the TOWN OF OTTAWA and the VILLAGE OF NORTH PRAIRIE are hereby fixed as specified in the Boundary Stipulation as attached to this Order.
3. Exhibit 1 is hereto approved in its entirety, and its terms are hereby incorporated as part of this Order.



4. This action is hereby dismissed based upon the terms of Exhibit 1,
with prejudice and without costs to any party.

Dated this 3^d day of June 2004.

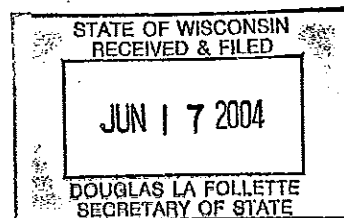
BY THE COURT:

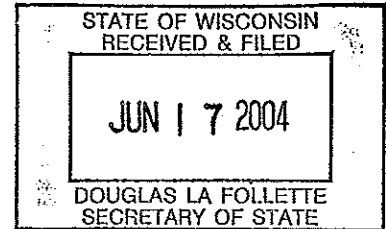

Honorable Mark S. Gempeler
Circuit Court Judge

\\Clare\c\MyFiles\Ottawa\Order for Judgment-incorp stip and fixing common boundary-DOUS.06-03-04.wpd

CLERK OF CIRCUIT COURT
CIVIL DIVISION
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Page 3 of 3





NOTICE OF STIPULATION

Please take notice that the Town of Ottawa (hereinafter referred to as "Town") and the Village of Dousman (hereinafter referred to as "Village") have entered into a stipulation pursuant to Section 66.0225, Wis. Stats. The stipulation is as follows:

MUNICIPAL BOUNDARY AGREEMENT TOWN OF OTTAWA AND VILLAGE OF DOUSMAN

WHEREAS, the Village has recently received a Petition for Direct Annexation by unanimous approval respecting the Hanson property, involving approximately 1.75 acres of land; and

WHEREAS, the Town is amenable to the detachment of the Hanson property in consideration of establishing permanent boundaries between the respective communities; and

WHEREAS, the Village is desirous of establishing the ultimate exterior boundaries of the Village so as to provide for adequate and logical growth as between the Town and the Village, so that it may properly plan for its future municipal needs; and

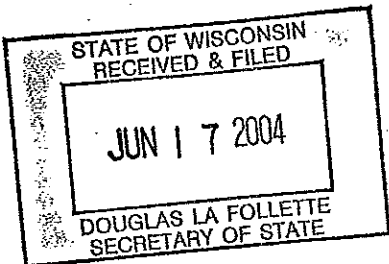
WHEREAS, the Town, likewise, is desirous of establishing a common boundary line between the Town and the Village so as to permit the Town to properly plan for the future needs of the Town; and

WHEREAS, Section 66.0225 of the Wisconsin Statutes provides that any two municipalities whose boundaries are immediately adjacent and who are parties to an action in court testing the validity or invalidity of an annexation, may enter into a written stipulation compromising and settling such litigation and determine the common boundary line between the municipalities,

NOW, THEREFORE, it is hereby agreed as follows:

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 shall be as described in Exhibit A attached hereto and incorporated herein, which is also depicted on the map attached hereto and incorporated herein as Exhibit B.
2. **Detachment/Attachment of Territory.** The territory described in attached Exhibit A may be detached from the Town and attached to the Village as follows.

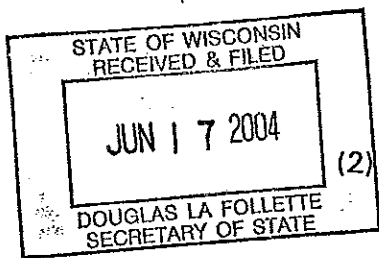
- (A) With regard to the territory described in Exhibits A and B presently located outside of the incorporated boundaries of the Village, but within the ultimate Village boundary described in Exhibit A, (the "detachment parcels") the Town agrees to detach each individual detachment parcel, contingent upon the Village agreement to attach each individual detachment parcel upon the earliest of the following events:
- (1) 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.
 - (2) Request for 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 2(A)(2) 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 minimum sizes required by laws then-existing in the Town and in the Village; and
 - (b) This subsection 2(A)(2) 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 2(A)(2) 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 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 2(A)(2) 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.

- (3) Request of any individual detachment parcel owner for extension of any Village sewer services, except as to the services described in Section 3 and 4, below.
 - (4) 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.
 - (5) Thirty five (35) years from the date of full execution of this Agreement.
- (B) The procedure for detachment of any detachment parcel shall be as follows:

- (1) The detachment parcel owner desirous of attaching to the Village, dividing an individual detachment parcel, receiving Village services, or constructing a multi-family home or multi-family development shall file a Petition for Detachment with the Town and Village Clerks. If any detachment parcels remain in the Town as of December 31, 2038, the Petition for Detachment for any or all remaining detachment parcels may be filed at any time thereafter either by the Town or the Village.



- (2) 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 subsection (3) 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 Section 2(A)(2) or 2(A)(4), above, the petitioner can then pursue that land use activity in accordance with applicable Town requirements within the Town.

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

(C) 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 that part of the abutting Town road right of way that is described as follows:

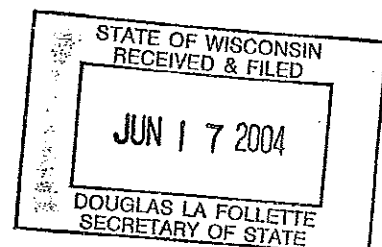
(1) If the land directly across the Town road right of way from the detaching parcel is within the Village limits, then the detachment includes the full width of the abutting Town road right of way, for the full length of the detaching parcel property line that abuts the Town road right of way.

(2) In all other cases where the parcel abuts a Town road right of way, the detachment includes that part of the Town road right of way that lies between the abutting property line of the detached parcel to the center of the Town road right of way.

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.

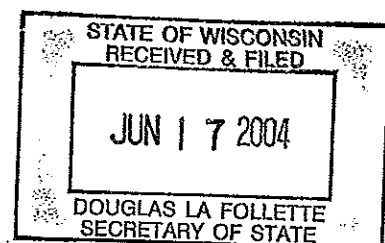
The intent of this Section 2(C) is to describe road right of way issues that apply when the issue is not described in the detachment and attachment ordinances. This Section 2(C) shall not limit the ability of the Town and Village to agree on a case by case basis as to what portion of the road right of 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.

3. **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

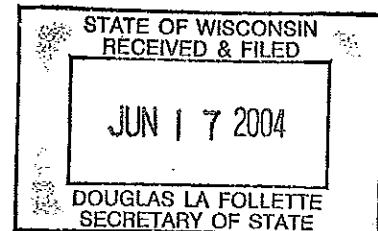


hereto and incorporated herein by reference as Exhibit D. The Village shall own the sewer service facility, including mains, lift stations if any, and all appurtenances thereto. Laterals will be owned by the property owners. The Agreement for the Treatment of Wastewater (Exhibit D) has been executed by the Town and Village and shall be effective and binding upon the Town and the Village simultaneously with the entry of the Judgment of the Court.

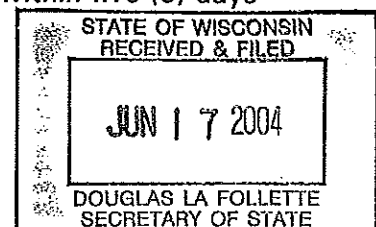
4. **Shared services and joint planning.** The Shared Services and Joint Planning Committee (SSJPC) (as defined below) shall consider the feasibility of combining services including, but not limited to, fire, emergency medical, police protection, public works, waste water management, parks and other community services, for the betterment of both the Town and the Village. The SSJPC shall also jointly plan for those lands that are within the Multi-Jurisdictional Land Use Planning Area which is more particularly described and depicted in attached Exhibit F which is incorporated herein by reference, which shall include authority to receive, consider and comment upon all applications for rezoning, conditional uses, PUDs and plats that arise within the Multi-Jurisdictional Land Use Planning Area.
- (A) The SSJPC shall be comprised of three members from the Town of Ottawa, and three members from the Village of Dousman (hereinafter referred to as "Member" or "Members").
 - (B) The Members who comprise the SSJPC shall be appointed by the Village President or Town Chair for their respective delegations. The Village appointees and Town appointees shall serve at the discretion of the Village President and Town Chair, respectively. The first Member from each municipality shall be the Village President or Town Chair. The second Member from each municipality shall be a Member of the Plan Commission of that municipality. The third Member from each municipality shall be an elector of that municipality who can be but is not required to be from the governing body of that municipality.
 - (C) The Town Chair or Village President shall call meetings of the SSJPC by providing two weeks prior notice thereof. The Town Chair and Village President shall jointly preside at all meetings.
 - (D) The SSJPC shall serve as an informal, advisory body and its determinations and recommendations will not be binding upon any municipality.
 - (E) 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.



- (F) Following each meeting, the SSJPC shall provide the Clerk 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 to, proposed recommendations.
- (G) The parties acknowledge that it may be necessary to obtain the cooperation and approval of other governmental agencies including, but not limited to, Southeastern Wisconsin Regional Planning Commission, Waukesha County Department of Parks and Land Use, Wisconsin Department of Natural Resources and the Wisconsin Department of Transportation. In all matters necessary to implement this Agreement, the parties shall cooperate in seeking the approval of all relevant governmental agencies. To the extent possible, the parties may, where necessary to obtain such required approvals, submit a single, joint request.
- (H) The SSJPC shall, at a minimum, develop an initial plan for consideration by the Village and Town Boards, on or before December 31, 2005, and prepare a recommendation for consideration by the Village and Town Boards, as to what municipal services could be more efficiently and economically delivered jointly. The initial plan shall include, but not necessarily be limited to, recommendations regarding shared obligations for markings and snowplowing, particularly within the roads that abut the detachment parcels. In conducting the study necessary to prepare the recommendation, the parties recognize and acknowledge that certain costs may be expended. Accordingly, the SSJPC shall prepare a proposed budget regarding the study for consideration and approval by the Village and Town boards for the 2005 fiscal year before any costs are incurred.
- (I) The SSJPC shall be dissolved, and this Section 4 of this Municipal Boundary Agreement shall be terminated, upon the first to occur of the following:
- (1) Early Termination Agreement. The effective date of a written agreement to dissolve the SSJPC and to terminate Section 4 of this Municipal Boundary Agreement, that is duly executed by the Town Board and the Village Board; or
 - (2) Thirty Five Years; Or As Extended. On the date that is thirty five years from the date of full execution of this Agreement; or such later date as may be agreed to by a written agreement that is duly entered by the Town Board and the Village Board.

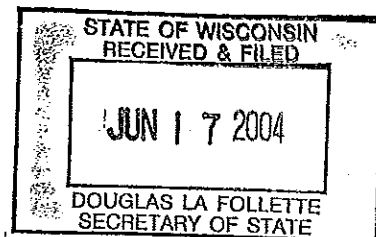


5. **Trail system.** The Town and the Village agree to each use their best efforts to facilitate the development of a public recreational trail system through properties identified in Exhibit E attached hereto and incorporated herein by reference, to connect the State of Wisconsin Glacial Drumlin and Waukesha County Bark River Trail to the Southern Unit of the Kettle Moraine State Forest. 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 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.
6. **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.
7. **Limitation on Extraterritorial Authority.** The Village shall adopt a resolution in the form shown in attached Exhibit G, 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 A and B. This resolution shall be recorded pursuant to Wisconsin Statutes Section 236.10(5), 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) as to any land in the Town outside the ultimate Village boundary that is depicted in attached Exhibits A and B. These waivers are made in consideration of this Boundary Agreement, and shall be incorporated into the judgment of the Court.
8. **Dispute Resolution.** In the event of a breach of this Agreement or a dispute between the Parties 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. The Parties shall submit to mediation if demanded by either Party.
 - (1) If the Parties cannot agree on a mediator within five (5) days



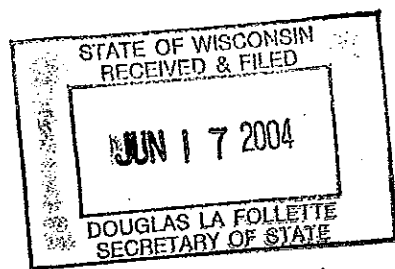
after the demand for mediation, either Party may request appointment of a qualified mediator by the Chairperson of the Alternative Dispute Resolution Committee of the State Bar of Wisconsin, or if the Chairperson fails to appoint a mediator, by the American Arbitration Association.

- (2) The mediation session must take place within thirty (30) days of the appointment of the mediator.
 - (3) Each Party must designate a representative with appropriate authority to be its representative in the mediation of the dispute.
 - (4) 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.
 - (5) 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.
 - (6) The cost of the mediator shall be borne equally by the Parties.
 - (7) 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 (i) views expressed or suggestions made by the other Party with respect to a possible settlement of the dispute; (ii) admissions made by the other Party in the course of the mediation proceedings; (iii) proposals made or views expressed by the mediator, or (iv) 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, 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 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



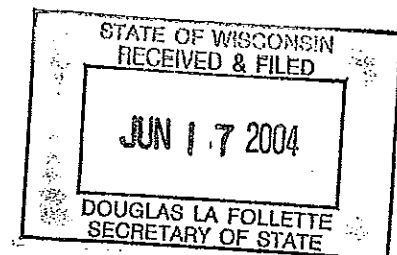
appoint an arbitrator within 30 days of the Director's receipt of a written request to do so, then:

- (1) 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 by this Agreement.
- (2) 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.
- (3) 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.
- (4) 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

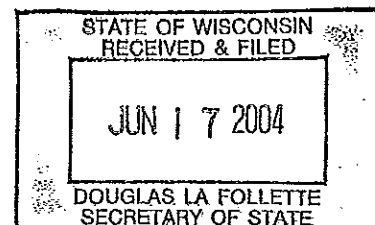


within 45 days after the filing of such briefs, subject to any reasonable delay due to unforeseen circumstances.

- (5) 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, 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.
 - (6) The arbitrators' authority is limited solely to resolving disputes under this Agreement.
 - (7) The pendency of any arbitration hereunder does not relieve either Party of any of its obligations under this Agreement.
 - (8) 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 section shall be the exclusive method of resolving the issues specified in the introduction to this section and both Parties waive their rights under sec. 893.80, Stats., as otherwise might apply to proceedings under this Section, and their rights to seek remedies in court as to such issues except that the prohibition on court actions shall not apply to
- (1) Actions to enforce an arbitration award under C.
 - (2) Actions for injunctive relief necessary to protect the public health, safety or welfare during the dispute resolution process;



- (3) Disputes involving a necessary third party who refuses to consent to arbitration as provided above; or
 - (4) 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.
9. **Liquidated Damages.** If a detachment parcel is attached to the Village contrary to the terms of this Agreement, except as the result of excusable neglect which is corrected to the satisfaction of the parties, the Village shall pay the Town as liquidated damages not a penalty an amount equal to the annual Town tax levy that would have been paid to the Town on the detachment parcel, excluding such amounts of the tax levy as would have been forwarded to other taxing jurisdictions by law. The payments shall be made annually in January for a period of ten (10) years following the year during which the detachment parcel was attached to the Village contrary to this Agreement.
10. **Severability.** The several sections of this Agreement 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 Agreement, 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 herein.
11. **Binding Effect.** This Agreement shall be binding upon future Village and Town Boards.
12. **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.
13. **Agreement to be Recorded.** This Agreement shall be recorded with the Waukesha County Register of Deeds.



- 14. **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.
- 15. **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.
- 16. **Court Approval of Municipal Boundary Agreement.** The Village acknowledges that the Town has entered into this agreement to avoid litigation relative to the Hanson annexation. It is the intent of the parties that this municipal boundary agreement is to be incorporated into the judgment of the circuit court pursuant to the provisions of Section 66.0225 of the Wisconsin Statutes. In the event the court fails or refuses to enter judgment incorporating the terms of this municipal boundary agreement, this agreement shall be null and void and of no further force and effect.

Dated this 3RD day of June, 2004.

VILLAGE OF DOUSMAN



Bartley Zilk, Village President

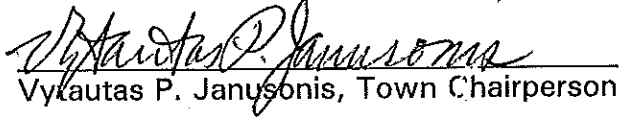
ATTEST:



Penny Nissen, Clerk/Treasurer

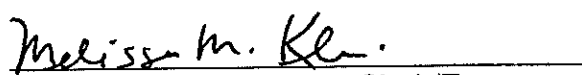
Dated this 3rd day of June, 2004.

TOWN OF OTTAWA

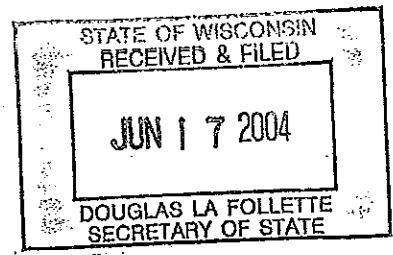


Vytautas P. Janusonis, Town Chairperson

ATTEST:

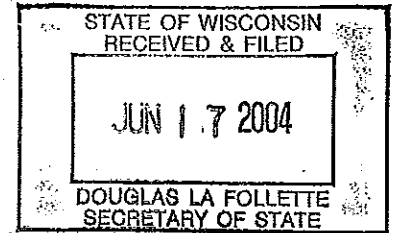


Melissa M. Klein, Town Clerk/Treasurer



March 5, 2004

LEGAL DESCRIPTION
Exhibit "A"
Proposed Ultimate Village Boundary

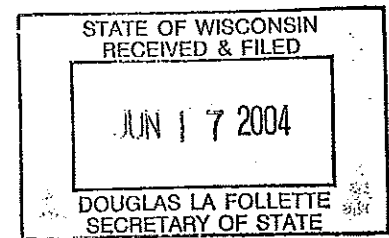


For: Village of Dousman

All that part of the Northwest one-quarter and Southwest one-quarter of Section 2, the Northeast one-quarter, the Northwest one-quarter, the Southwest one-quarter and the Southeast one-quarter of Section 3, the Northeast one-quarter, the Northwest one-quarter, the Southwest one-quarter and the Southeast one-quarter of Section 4, the Northeast one-quarter, the Northwest one-quarter, the Southwest one-quarter and the Southeast one-quarter of Section 9, the Northeast one-quarter, the Northwest one-quarter, the Southwest one-quarter and the Southeast one-quarter of Section 10, the Northwest one-quarter and the Southwest one-quarter of Section 15, the Northeast one-quarter and Southeast one-quarter of Section 16, Town 6 North, Range 17 East, and also all that part of the Northeast one-quarter, Southeast one-quarter and Southwest one-quarter of Section 34, Town 7 North, Range 17 East, Village of Dousman, Waukesha County, Wisconsin more fully described as follows: (See attached map, Exhibit "B").

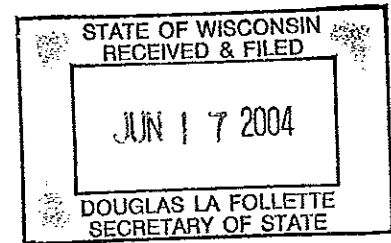
Commencing at the Southwest corner of Section 35, Town 7 North, Range 17 East, which is also the point of beginning; thence southerly along the centerline of STH "67" to the Northeast corner of Section 10; thence South 00°31'10" West along the east line of the Northeast one-

Exhibit "A"
March 5, 2004
Page 2



quarter of Section 10, 2656.38 feet to the Southeast corner of said Northeast one-quarter of Section 10; thence South $00^{\circ}49'39''$ West along the west line of the Southeast one-quarter of said Section, 2651.94 feet to the Southeast corner of said Section; thence North $89^{\circ}50'47''$ West, along the south line of the Southeast one-quarter of Section 10, 2661.73 feet to the South quarter corner of Section 10; thence southerly along the east lines of parcels with Tax Key No. OTWT 1642-999-005, and parcel with Tax Key No. OTWT 1642-999-006 to the south line of parcel with Tax Key No. OTWT 1642-999-006; thence westerly along the south line of said parcel, 149.16 feet more or less to the east line of parcel with Tax Key No. OTWT 1642-999; thence northerly along the east line of said parcel to the north line of said parcel; thence westerly, along the northerly line of said parcel to the easterly line of parcel with Tax Key No. OTWT 1645-996; thence southerly, along the easterly line of parcels with Tax Key No. OTWT 1645-996 and OTWT 1648-999-001 to the Southeast corner of said parcel with Tax Key No. OTWT 1648-999-001; thence westerly along the southerly line of a parcel with Tax Key No. OTWT 1648-999-001 to the west line of said parcel and the west line of the Southeast one-quarter of Section 16; thence North $01^{\circ}10'57''$ West, along the west line of the Southeast one-quarter of Section 16 to the Northwest corner of the Southeast one-quarter of Section 16; thence North $00^{\circ}06'07''$ East, along the west line of the Northeast one-quarter of Section 16, 2632.26 feet to the Northwest corner of said Northeast one-quarter; thence South $88^{\circ}28'50''$ West, along the north line of the Northwest one-quarter of Section 16, 2615.98 feet to the northwest corner of said Section; thence North $01^{\circ}09'48''$ West, along the west line of the Southwest one-quarter of Section 9, 2655.07 feet to the West quarter corner of said Section;

Exhibit "A"
March 5, 2004
Page 3



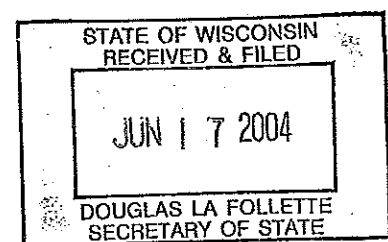
thence North $00^{\circ}43'37''$ West, along the West line of the Northwest one-quarter of Section 9, 2652.57 feet to the Northwest corner of Section 9; thence North $00^{\circ}30'51''$ West, along the West line of the Southwest one-quarter of Section 4, 2654.13 feet to the West quarter corner of said Section; thence North $00^{\circ}24'25''$ West, along the west line of the Northwest one-quarter of said Section, 2961.36 feet to the Northwest corner of Section 4; thence South $89^{\circ}12'18''$ East, along the north line of the Northwest one-quarter of Section 4, 145.86 feet; thence North $89^{\circ}46'35''$ East, along the north line of said one-quarter, 2551.27 feet to the North quarter corner of Section 4; thence North $89^{\circ}46'35''$ East, along the north line of the Northeast one-quarter, 113.54 feet; thence North $89^{\circ}46'34''$ East, along said north line, 2583.57 feet to the Northeast corner of Section 4; thence North $89^{\circ}46'35''$ East along the north line of the Northwest one-quarter of Section 3, 81.22 feet to a point on the center of Wilson Avenue; thence North $89^{\circ}37'16''$ East, along the centerline of Wilson Avenue, 350.00 feet to the west line extended of parcel with Tax Key No. DOUV 0711-982-001; thence North $00^{\circ}24'15''$ East, 895.00 feet more or less to the centerline of the Bark River; thence Easterly, along the centerline of the Bark River to the intersection with the west line extended of parcel with Tax Key No. DOUV 0711-951; thence Northerly, parallel to and 330.00 feet west of the South one-quarter line, 1701 feet more or less to the centerline of U.S.H "18"; thence South $78^{\circ}45'00''$ East, along said centerline, 337.00 feet more or less; thence South $75^{\circ}30'00''$ East along said centerline, 341.00 feet more or less; thence northerly and parallel to the South one-quarter line to the Northerly line of U.S.H. "18" and a point which is 330.00 feet more or less east of the South one-quarter line of Section 34; thence Northwesterly, along said northerly line, 342.00

feet more or less to said South one-quarter line; thence North 00°51'31" East, along the South one-quarter line of Section 34, 456.34 feet more or less to the center of Section 34; thence North 01°10'55" East, along the west line of the Northeast one-quarter of Section 34, 2698.63 feet to the Northwest corner of the Northeast one-quarter of Section 34; thence South 89°27'41" East, along the north line of the Northeast one-quarter of Section 34, 2576.26 feet to the Northeast corner of Section 34; thence South 00°04'31" West, along the east line of the Northeast one-quarter of Section 34 and centerline of S.T.H. "67", 2654.10 feet to the East one-quarter corner of Section 34; thence South 00°00'12" East, along the said east line and centerline of S.T.H. "67", 1083.56 feet more or less, to the intersection with the centerline of U.S.H. "18"; thence South 79°22'42" East, along said centerline, 33.57 feet to the extension of the easterly line of S.T.H. "67"; thence Southerly, along the easterly line of S.T.H. "67" to the intersection with the north line of parcel with Tax Key No. OTWT 1590-999; thence westerly along said north line 33.00 feet more or less to the Southwest corner of Section 35 and the point of beginning.

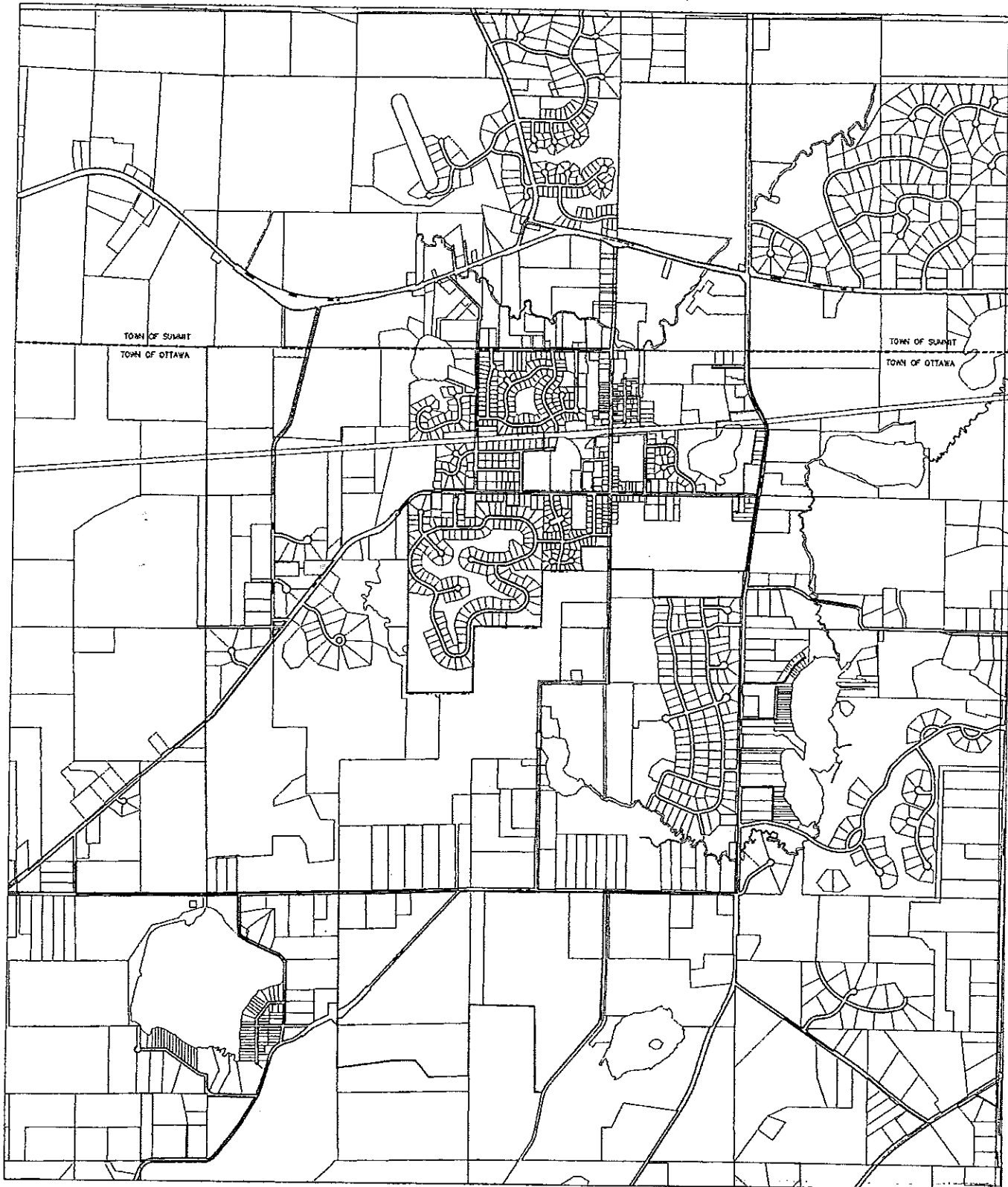
David M. Buechl, R.L.S.

DMB:rkd

cc: Gerald E. Powell, P.E., Ruekert/Mielke
File



ULTIMATE VILLAGE AND TOWN BOUNDARY LIMITS



LEGEND



-  VILLAGE OF DOUSMAN 2003 MUNICIPAL BOUNDARY
-  ULTIMATE VILLAGE OF DOUSMAN MUNICIPAL BOUNDARY

EXHIBIT B

BORDER AGREEMENT MAP

ULTIMATE VILLAGE AND TOWN BOUNDARY LIMITS

VILLAGE OF DOUSMAN / TOWN OF OTTAWA,
WAUKESHA COUNTY, WISCONSIN

STATE OF WISCONSIN
RECEIVED & FILED

JUL 7 2004

DOUGLAS A. FOLLETTE
SECRETARY OF STATE

Ruekert Mielke
engineering solutions for a working world

Exhibit C

(Exhibit C was intentionally removed and does not form a part of the border agreement stipulation between the Village of Dousman and the Town of Ottawa.)

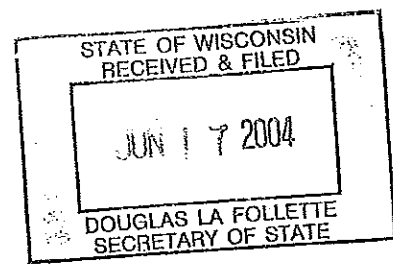
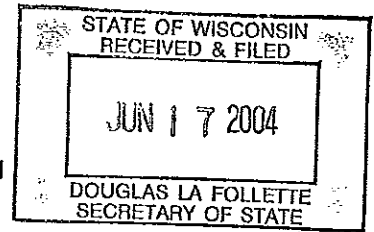


EXHIBIT D

AGREEMENT FOR THE TREATMENT OF WASTEWATER BETWEEN
THE TOWN OF OTTAWA AND THE VILLAGE OF DOUSMAN
(Sec. 66.0301 Wis. Stats.)



The AGREEMENT, entered into this 20th day of May, 2004, by and between Town of Ottawa, located in Waukesha County, Wisconsin, organized and existing under the laws of the State of Wisconsin, hereinafter called the "Town" and the Village of Dousman, located in Waukesha County, Wisconsin organized and existing under the laws of the State of Wisconsin, hereinafter call the "Village", is as follows:

WITNESSETH

WHEREAS, the Village owns and operates a wastewater treatment facility which has capacity for the treatment of a limited amount of wastewater originating in the Town, and

WHEREAS, the Village has agreed to plan, design, construct, own, and operate a wastewater collection system located principally in the Town and extending into the Village limits; and

WHEREAS, the Town has no wastewater treatment capabilities and has expressed a desire that the Village treat certain wastewater originating in the Town, and

WHEREAS, the Village has agreed to accept and treat wastewater originating in specified portions of the Town as part of a comprehensive Boundary Agreement notwithstanding a long standing policy of requiring annexation before extending sewer service, and has also agreed to provide the required personnel, equipment, and facilities necessary to maintain and operate a wastewater collection system and interceptor capable of serving specified areas of the Town under the terms and conditions of this agreement;

WHEREAS, the wastewater to be treated and disposed of by the Village from the Town shall be only of the type and nature presently being collected and treated by the Village, and

WHEREAS, wastewater of the Town to be treated and disposed of by the Village will originate from various land uses, including residential dwellings, commercial businesses and industrial areas within the boundaries of the Town, which uses are hereinafter referred to as "users" and,

WHEREAS, the Town has expressed willingness to enter into a contract for wastewater treatment pursuant to Section 66.0301 Wis. Stats.,

NOW, THEREFORE, in consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration to each in hand paid by the other, receipt of which is hereby acknowledged, and in further consideration of the covenants herein contained and the benefits derived by each, the Town and the Village contract and agree as follows:

A. GENERAL INTENT

The Village will plan, design, construct, own and operate a wastewater sewerage system within portions of the Town and connecting to the Village of Dousman sewerage system, for the purpose of collecting and transporting to the Village, the wastewater of users located within said portions of the Town. The Village intends to accept, treat and dispose of such wastewater at its wastewater treatment facility.

The Village and the Town are entering this agreement in conjunction with a Municipal Boundary Agreement. At the time of entering the Municipal Boundary Agreement, there is no immediate plan for these services to be provided to the Town, and it is contemplated that the services may or may not be desired in the Town for many years

subsequent to entering the Municipal Boundary Agreement. The Town and the Village have agreed in their negotiations for the Municipal Boundary Agreement and for this Wastewater Agreement that the Village will provide services to the Town as described in this Wastewater Agreement at such time as the Town requests such services. The Town shall have no obligation for any fees or costs in relation to this Wastewater Agreement until such time as the town requests and receives services pursuant to this Agreement.

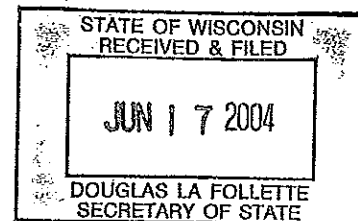
B. SERVICE AREA AND CAPACITY

The service limits for the treatment of wastewater for the Town shall include only those lands described in Exhibit 1 attached hereto (the "Service Area"). Any additions of area to the original Service Area by the Town are subject to being approved by the Village Board. In addition thereto, the wastewater treatment contracted for herein is limited to the type of land uses indicated in Exhibit 2. Any changes to the approved land uses, or types of proposed users must be approved by the Village Board before sewer service will be provided. As long as the land uses and type of users defined in Exhibit 2 are complied with, adequate service shall be provided by the Village.

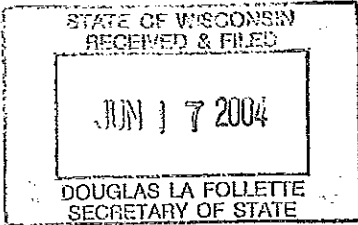
C. TOWN COLLECTION SYSTEM

- (1) Except as otherwise provided in this Agreement, the Village shall be responsible for the planning, design, construction, ownership, operation and maintenance of the sewerage system located within the Service Area. The Town shall be responsible for all costs associated with the planning, designing and construction of the sewerage system, including any necessary interceptor connections to the Village's sewerage system. All plans and specifications for the Town sewers shall be submitted to and be subject to approval by the Town. The Town shall grant to the Village any necessary Wis. Stats. 60.52 permits or easements over public roads or lands for said construction. The Town shall obtain from and compensate private landowners for necessary easements over private property, which easements shall either run to the Village or be assignable to the Village. The Village shall obtain written permission from the Town prior to beginning construction within the Town. The Village shall restore to its original condition or the condition agreed to in any easement, the surface of any ground or street within the Town disturbed as a result of said construction. Restoration upon completion of construction shall be subject to approval by the Town prior to final payment by the Village to the contractor retained by the Village for said work, which approval will not be unreasonably withheld. Village agrees that it will utilize the public bidding requirements of Wisconsin law and that it will be reasonable in its charges back to the Town. Village agrees that it will allow the Town input on all bids received before awarding said bids.
- (2) Wastewater collected from the Town service area shall be transmitted to the Village's wastewater collection system at the established connection points, which shall be identified by the Village Engineer. Any proposed substitute connection points must be approved by the Village.
- (3) Upon completion of the construction of the Town's sewerage system and acceptance by the Town and the Village, the Village shall take over the responsibility for the operation and maintenance of the Town's sewerage system in the Service Area. The Village's operating and maintenance responsibility shall apply only to the collection system and interceptor components operated by the Village and shall not include the responsibility for maintenance of any service laterals from the sewer main to the building served, or of any facilities located on privately owned property not located in easements. Any future expansion of the Town's sewerage system or extensions within the Service Area will also be undertaken by the Village at the Town's request and paid for by the Town.

5/20/04



D. TOWN FLOW METERING



- (1) As part of the Town's sewerage system, the Village shall install and the Town shall pay for necessary measuring devices or meters, which accurately measure the total volume of wastewater which is collected within the Town and transmitted to the Village. Measuring devices or meters shall be located so that all wastewater transmitted to the Village shall pass through such measuring device. The measuring devices or meters shall measure in quantities of gallons per minute and totalize flow in a non-resettable flow totalizer, and shall be calibrated no less frequently than every four (4) months. Adjustments to the meters will be made if needed. The Village shall have the devices or meters calibrated with the cost for calibration and adjustment being paid by the Town. The Village shall provide documentation of such calibration to the Town upon request. A remote recorder and totalizer comparable and compatible with the Village's instrumentation shall be installed on the control panel in the Village's Wastewater Treatment Facility.
- (2) The Village shall also install and the Town shall pay for equipment and alarm monitoring instrumentation at all main Town pump stations.
- (3) To facilitate the proper monitoring of the flow metering stations and pump stations, the Village shall install at the Town's expense all necessary telemetering equipment to connect these stations to the Village's system. The equipment shall be compatible with the equipment presently used in the Village's sewerage system. All initial costs associated with the telemetering including the programming and configuring of the Village's system shall be paid by the Town.

E. FLOW VOLUMES AND CHARACTERISTICS

The parties agree that the wastewater generated by the Town is of normal domestic strength. Flows with strength characteristics higher than the applicable limits shall be pretreated or corrected at the source prior to entry into any interceptor sewer or collector sewer connected to the Village's sewerage system. For purposes of billings to the Town, flow volumes shall be based on the master flow meter(s) described in Section D. Measurements of wastewater flow will be based upon monthly flow meter readings.

F. REVIEW OF COSTS

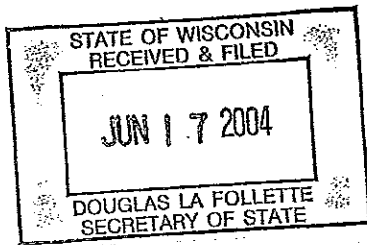
All costs for the planning, design and construction of the sewerage system shall be billed to and paid by the Town. The Village shall provide the Town an itemized breakdown of all costs billed to the Town. Each party shall act to minimize the financial risk of the other. The Village shall not approve construction contracts earlier than 30 days after bid opening, by which date the Town shall determine if it is unwilling to proceed with the project, and notify the Village accordingly. If the Town is willing to proceed, it must certify that provisions have been made to finance the project. If the Town decides not to proceed with the project, the Town shall be solely responsible for the costs incurred by the Village to that point. All other reasonable legal and professional costs not directly associated with the project design, bidding and contract award incurred by the Village such as preparation of easement descriptions, appraisals, easement acquisition, land acquisition and negotiation, and legal fees, shall be billed to and paid for by the Town. If the Town provides and pays for any easement acquisition services, only the Village's review costs would be billed to the Town. The Town shall be billed within 10 days of Village staff approval of each invoice and the Town will reimburse the Village within 30 days of receipt of the Village's invoice.

G. SEWERAGE SERVICE

- (1) The Town hereby agrees to comply with the Village's Municipal Code now in existence or enacted or amended at any time during the existence of this

agreement or any extension thereof. The Village agrees that any sewer use ordinance enacted or to be enacted or amended will treat users in the Town the same as users in the Village, except as otherwise specifically provided herein.

- (2) The Town shall adopt, as soon as practicable, a sewer use ordinance substantially in conformance with the applicable provisions of the Village's Municipal Code. Such sewer ordinance shall require all users of the Town's system to comply with all applicable ordinances, rules and regulations of the Village and Town shall strictly enforce said regulations.
- (3) The parties agree that in order to comply with Federal, State and Local regulations, the Village shall have the right to inspect all users within the Town and if, from any inspection, it is determined by the Village that any deleterious waste is improperly entering the system, or that either the Town or a user are violating any ordinance rule or regulation or this agreement, the user and the Town will be notified in writing and shall be required to cease and desist such discharge immediately in the case of deleterious waste and within five days or such other reasonably required time for other violations. In the event the Town and/or user fail to take corrective action (or in the alternative to satisfactorily assure the Village that corrective action will be taken with a specified period of time), the Village shall pursue any and all remedies available to achieve compliance.
- (4) The Town agrees that federal, state and local regulations regarding pretreatment of those industrial wastes demanding such pretreatment shall be rigidly monitored and enforced upon the applicable industrial dischargers by the Town.



H. SEWER SERVICE CONNECTIONS

- (1) No connections shall be made to the Town collection system without prior written notice to the Village. The Town agrees that it will ensure that no plumbing permits are issued for any improvement which involves new connections to the sewerage system unless the applicant first pays all applicable fees and written notice has been given to the Village.
- (2) The Village shall have the right to inspect the Town building permit records to ensure compliance with this agreement. The Village shall also have the right to inspect any work performed relating to sewer service connections. All connections to the system shall meet the requirements of the Municipal Code of the Village.

I. BILLING DATES AND PROCEDURES; PAYMENT TERMS

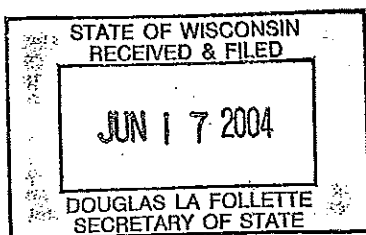
- (1) The Village is providing wastewater treatment and collection and interceptor operation and maintenance services to the Town and the Town shall be liable for payment for all charges relating to these services. The Village shall bill the Town on the same frequency as Village residents. All invoices shall be paid in full within 30 days after the date of billing, and if not so paid, the account shall be considered delinquent. Delinquent payments shall be subject to the same penalties and charges assessed by the Village to Village residents who are delinquent in the payment of sewer charges. The Village shall have the right to withhold approval of any sewer connections while bills are delinquent.
- (2) The Town shall provide, on a monthly basis, a customer billing summary which indicates any changes to the number of customers being served by the Town. The Village shall have the right to inspect the Town customer billing records to ensure compliance with the agreement.

J. SEWAGE TREATMENT RATES

- (1) Sewage treatment rates have been set by mutual agreement of the Village and the Town after consideration by the Town of its desire to obtain service to the Town residents notwithstanding their inability to do so, and the Village's agreement to provide service to the Town, all for the protection of area ground water, preservation of water resources, public health, safety and welfare, and for the continued improvement of the environment in the Dousman area. Of specific and paramount importance in arriving at the sewage treatment rates, the Town acknowledges that by providing outside sewerage service to the Town, the Village is diminishing the prospects of growth to beyond portions of the Village boundary. In addition, the Village will be allowing competing businesses and industries to be served by sanitary sewer.
- (2) For the acceptance, treatment, and disposal of sewage transmitted to the Village from the Town and for the operation and maintenance costs, including DNR-mandated replacement fund expenses, for the treatment facility, collector sewers and interceptor system the Town shall have the same equivalent charges as Village residents.
- (3) The sewer user charge rate shall be applied to the total wastewater flow as metered at the Town connection points.
- (4) For the recovery of the capital costs associated with the Village's wastewater treatment facility, collector sewers and interceptor system the Town shall pay a capital cost recovery rate. This rate represents the Town's equitable and proportionate share of depreciation and rate of return on the Village's wastewater treatment facility, collection system and interceptor system. The capital cost recovery rate shall be computed in accordance with the methodology outlined Exhibit 3. The Village shall not charge the Town for any capital costs, including but not limited to those associated with the Village's wastewater treatment plant and interceptor system by use of any method other than that set forth in Exhibit 3 and Section J-2 of this Agreement without the consent of the Town.
- (5) As part of the Village's sewer utility budget process, the Village has established a separate account for the Town for the miscellaneous non-capital expenses for incidental maintenance and supplies incurred directly for service to the Town. Those expenses include, but are not limited to meter reading, maintenance and supplies and phone lines for any pump station alarm systems. The Village shall invoice the Town directly for these costs as part of the regular bill to the Town.

K. LICENSE FEES

- (1) In recognition of the receipt of sanitary sewerage service without requiring annexation to the Village, the Town shall pay the Village an annual license fee. While the license fee is not directly related to the provision of sewer service, the charges associated with the fee will be based on a number of Residential Equivalent Connections (RECs) the Town has connected to the sewerage system.
- (2) The annual license fee for 2004 shall be \$78.95 per residential equivalent connection (REC) for all residential connections and \$157.90 per REC for all commercial and industrial users and both REC charges shall escalate by 4% per year. The Town shall report to the Village by January 31st of each license year period the number of customers and corresponding residential equivalent connections (REC), the determination of which shall be based on the methodology described in the Village's current Sewer Utility Ordinance.



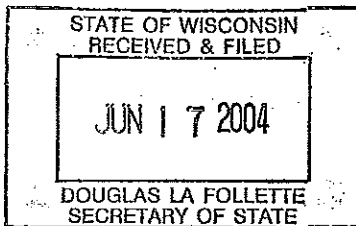
- (3) The license fees shall be due and payable to the Village by March 31st of the calendar year for which the license fee applies. Any payment that is not made shall be subject to the same interest and penalties the Village may impose against Village residents.

L. TREATMENT PLANT EXPANSION AND TREATMENT PROCESS IMPROVEMENTS

- (1) It is understood by the Town that the Village's wastewater treatment facility is considered a regional facility and accordingly, the potential exists for future agreements by the Village for treatment of wastewater originating in other municipalities, or sanitary and utility districts created therein. Additions to the capacity of the wastewater treatment facility or interceptors, consistent with upgraded treatment processes as required by Department of Natural Resources and the Environmental Protection Agency (EPA) or caused by growth, may be necessary in the future.
- (2) Inasmuch as the Village is not reserving capacity for the Town or any other entity to be served, and is not therefore intending to sell reserve capacity, any wastewater treatment facility expansion or interceptor extension not covered by this Agreement shall be financed by the Village. The Town capital contribution towards future capital will be done in accordance with methodology specified in Exhibit 3.
- (3) If improvements to the wastewater treatment facility or the addition of a specific process for treating wastewater is required due to the treatment of wastewater from a user within the Town, the total of such expense shall be paid by the Town in which the user requiring such a process is located.

M. SEWER AVAILABILITY CHARGES

- (1) Sewer availability charges shall be levied pursuant to Village Ordinances. The charges and fees shall be collected by the Town prior to issuance of a plumbing permit for connection to the sewerage system. It is agreed that the Village shall establish a Residential Equivalent Connection Schedule so that charges and fees may be properly allocated to all non-residential users. The basis for the schedule shall be average residential usage, with the standard being one (1) REC per single family residential user. The Residential Equivalent Connection Schedule is attached hereto and incorporated herein by reference as Exhibit 4.
- (2) Each month, the Town shall provide records to the Village of all plumbing permits issued in the previous month for connection to the Town's sewerage system. The Sewer Availability charges for all new connections within a given month will be billed to the Town at the end of the month and shall be paid by the Town according to the billing dates and procedures set forth in Section I of this Agreement.



N. DISPUTES

The parties hereto agree to be bound by the provisions of Section 66.0821(5)(a) of the Wis. Stats. in the resolution of any dispute concerning the interpretation of this agreement or the rates, rules and practices of the parties.

O. MAINTENANCE AND REPAIR

It shall be the obligation of the Village to construct and the Town to pay for the cost and expense of the Town's local sewerage system as shall be required to connect to the Village's sewerage system and provide wastewater collection service to the users in the Town. Upon completion of the construction and acceptance by all parties, the Village shall provide for all costs of repairing, operating and maintaining the Town's local

sewerage system. Any expansion of the sewerage system or extensions within the Town's service area would be planned, designed and constructed by the Village and paid for by the Town.

P. PENALTIES

Town agrees that in the event of violation of this agreement or the Village's Municipal Ordinance, and after such notice as may be required by this Agreement, penalties may be assessed as allowed by the Village's Municipal Code for each violation, with each day of continued violation considered as a separate offense for which an additional penalty assessment would be due. All such penalties shall be paid at the time the next monthly billing is due and payable.

Q. BOOKS AND RECORDS

The Town and the Village shall keep accurate books, records, and accounts of costs, expenses, expenditures, and receipts as they pertain to this Agreement. Upon reasonable notice, either party shall be entitled to examine any and all such books and records. Either party may request an annual certified audit report of the books and records of the other party.

R. EFFECTIVE DATE

The effective date of this Agreement shall be the date upon which it is executed by the last of the parties to this Agreement and the Stipulation to which this Agreement is incorporated is approved by the Judgment of the Court. Although the Agreement shall be in effect from that date forward until the date of termination of the Agreement, the Town shall have no obligation of payment for any charge or fee or cost to the Village unless and until the town or a property owner within the Town Service Area requests and receives services described in this Agreement.

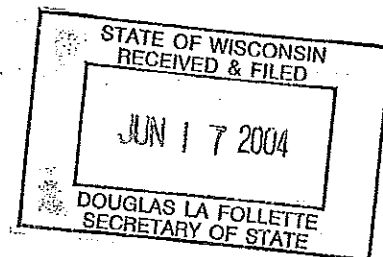
S. TERM OF CONTRACT: REMEDIES

(1) This contract shall be renewed for three year periods commencing on the 1st day of January 2005 and on January 1st of each three year increment thereafter, unless the contract is terminated by mutual agreement. It is specifically agreed by the Village and Town that this Agreement shall have an unlimited duration, therefore, in order to fully accomplish the intent of these negotiations in relation to the Boundary Agreement that has been agreed upon by the parties and will be approved by Judgment of the Circuit Court, with the sole exception being that the Town and the Village shall retain the right to terminate this Agreement if both parties agree to do so.

(2) In addition to the penalties provided herein, and in the event of violation of the terms of this Agreement or of any rule and regulation of the Wisconsin Department of Natural Resources or the United States Environment Protection Agency, or other authority having legal jurisdiction in these matters, either party may sue in any court of record for declaratory judgment or other relief as may be provided by law.

T. EFFECT OF AGREEMENT

The Village and Town recognize that this Agreement is the product of a unique set of circumstances. Accordingly, it is mutually acknowledged that many of the provisions contained herein are unique unto themselves and should not be seen as precedent for any future agreement between the Village and other entities.



U. SEVERABILITY

If any clause, provision, or section of this Agreement be declared invalid by an Court of competent jurisdiction, the invalidity of such clause, provision or section shall not affect any of the remaining provisions.

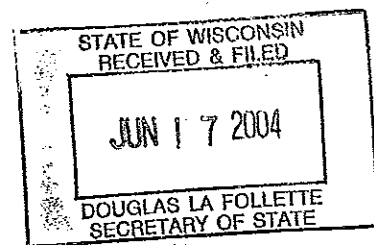
V. BINDING AGREEMENT

This Agreement is binding upon the parties hereto and their respective successors and assigns.

W. FUTURE CONTRACTING PARTIES

In the event the Town Board creates a sanitary or utility district or districts pursuant to Sec. 60.71 or Sec. 66.0827, Wis. Stats., for all or part of the sewer Service Area, the Town being a contracting party, shall assign its interest in this contract to the sanitary or utility district or districts created; and the parties responsible thereafter for performance on behalf of the Town shall then be the sanitary or utility district or districts. The commissioners of the district or districts shall be required to execute an agreement wherein the district or districts agree to be bound by the terms of this Agreement. The Village shall have no obligation to serve any sanitary or utility district or districts created therein unless and until said districts become contracting parties. The Town shall remain a contracting party as to all actions that are to be performed by the Town in its governmental capacity.

5/20/04



Signed by the Village of Dousman this 30 day of JUNE 2004.

VILLAGE OF DOUSMAN



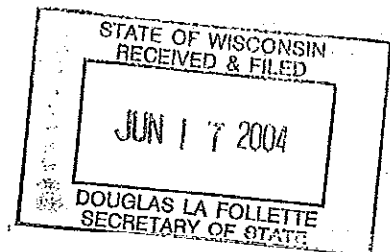
Barley Zilk, Village President

ATTEST:



Penny Nissen, Village Clerk

5/20/04

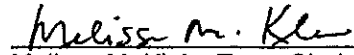


Signed by the Town of Ottawa this 3rd day of June 2004.

TOWN OF OTTAWA


Vytadas P. Janusonis, Town Chair

ATTEST:


Melissa M. Klein, Town Clerk

ottawa exhibit d.doc

5/20/04

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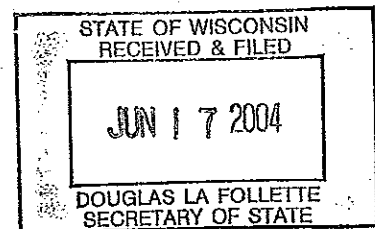
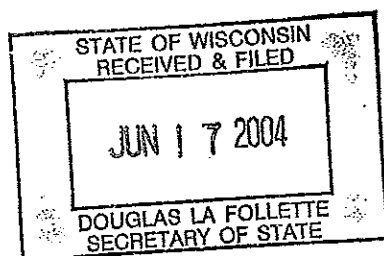


Exhibit 1

Legal Description and Map of Service Area



March 5, 2004

Ultimate Village Sanitary Sewer Service Area
to the Town of Ottawa

For: Village of Dousman

All that part of the Township of Ottawa, Town 6 North, Range 17 East, Village of Dousman, Waukesha County, Wisconsin, excepting parts of Sections 2, 3, 4, 9, 10, 15, 16 and 36, bounded and described as follows:

Commencing at the Southwest corner of Section 35, Town 7 North, Range 17 East, which is also the point of beginning; thence southerly along the centerline of STH "67" to the Northeast corner of Section 10; thence South $00^{\circ}31'10''$ West along the east line of the Northeast one-quarter of Section 10, 2656.38 feet to the Southeast corner of said Northeast one-quarter of Section 10; thence South $00^{\circ}49'39''$ West along the west line of the Southeast one-quarter of said Section, 2651.94 feet to the Southeast corner of said Section; thence North $89^{\circ}50'47''$ West, along the south line of the Southeast one-quarter of Section 10, 2661.73 feet to the South quarter corner of Section 10; thence southerly along the east lines of parcels with Tax Key No. OTWT 1642-999-005, and parcel with Tax Key No. OTWT 1642-999-006 to the south line of parcel with Tax Key No. OTWT 1642-999-006; thence westerly along the south line of said parcel, 149.16 feet more or less to the east line of parcel with Tax Key No. OTWT 1642-999; thence northerly along the east line of said parcel to the north line of said parcel; thence westerly, along the northerly line of said parcel to the easterly line of parcel with Tax Key No. OTWT 1645-996; thence southerly, along the easterly line of parcels with Tax Key No. OTWT 1645-996 and OTWT 1648-999-001 to the Southeast corner of said parcel with Tax Key No. OTWT 1648-999-001; thence westerly along the southerly line of a parcel with Tax Key No. OTWT 1648-999-001 to the west line of said parcel and the west line of the Southeast one-quarter of Section 16; thence North $01^{\circ}10'57''$ West, along the west line of the Southeast one-quarter of Section 16 to the Northwest corner of the Southeast one-quarter of Section 16; thence North $00^{\circ}06'07''$ East, along the west line of the Northeast one-quarter of Section 16, 2632.26 feet to the Northwest corner of said Northeast one-quarter; thence South $88^{\circ}28'50''$ West, along the north line of the Northwest one-quarter of Section 16, 2615.98 feet to the northwest corner of said Section; thence North $01^{\circ}09'48''$ West, along the west line of the Southwest one-quarter of Section 9, 2655.07 feet to the West quarter corner of said Section; thence North $00^{\circ}43'37''$ West, along the West line of the Northwest one-quarter of Section 9, 2652.57 feet to the Northwest corner of Section 9; thence North $00^{\circ}30'51''$ West, along the West line of the Southwest one-quarter of Section 4, 2654.13 feet to the West quarter corner of said Section; thence North $00^{\circ}24'25''$ West, along the west line of the Northwest one-quarter of said Section, 2961.36 feet to the Northwest corner of Section 4; thence westerly, along the North lines of Section 5 and Section 6 to the Northwest corner of Section 6, also being the Northwest corner of the Township of Ottawa; thence Southerly, along the West lines of Section 6, Section 7, Section 18, Section 30 and Section 31 to the Southwest corner of Section 31 also being the Southwest corner of the Township of Ottawa; thence Easterly, along the South lines of Section 31, Section 32, Section 33, Section 34, Section 35 and Section 36 to the South quarter corner of Section 36; thence northerly along the West line of the Southeast one-quarter of Section 36 to the Northwest corner of parcel with Tax Key No. NPV 1563-025; thence Easterly 200.00 feet along the North line of said parcel to the Southeast corner of parcel with

Tax Key No. OTWT 1728-998; thence northerly along the East line of said parcel, 679.21 feet to the Northeast corner of said parcel; thence Westerly along the Northerly line of said parcel to the west line of the Southeast one-quarter of Section 36; thence N02°10'21" West, along said west line to the center of Section 36; thence N01°31'43" West, along the west line of the Northeast one-quarter of Section 36 to the intersection with the South line of parcel with Tax Key No. OTWT 1725-985; thence Easterly, along the Southerly line of said parcel, to the Southeast corner of said parcel also being the Southwest corner of Lot 32 of "The Broadlands"; thence Northerly along the West lines of Lot 32, Lot 31, Lot 30, Lot 29 and Lot 28 of the "The Broadlands", 1,026.92 feet to the Northwest corner of said Lot 28; thence Northeasterly, along the North line of said Lot 28, 312.03 feet to the Northeast corner of said Lot 28; thence northerly along the West line of Outlot 2 of "The Broadlands", 535.02 feet to the centerline of C.T.H. "ZZ"; thence Northeasterly, along said centerline to the intersection with the Easterly line extended of Outlot 1 of the "The Broadlands"; thence Southeasterly along the Easterly line extended and the Easterly line of Outlot 1, 268.77 feet to the Southeast corner of Outlot 1 of "The Broadlands"; thence Northeasterly, along the North lines of Lot 26 and Lot 25 of "The Broadlands", 447.07 feet to the Northeast corner of said Lot 25; thence Northerly along the West line of line of Lot 27 of "The Broadlands", 287.17 feet to the centerline of C.T.H. "ZZ"; thence Northeasterly along said centerline to the East line of said Lot 27 extended to the centerline; thence Southerly, along the East line of Lot 27 and Lot 24, 397.03 feet; thence Southerly along the East lines of Lot 24, Lot 23 and Lot 22, 360.78 feet to the Southwest corner of parcel with Tax Key No. OTWT 1725-982; thence Northeasterly, along the North lines of Lot 21, Lot 20, Lot 19, Lot 18 and Lot 17, 923.96 feet to the East line of the Township of Ottawa; thence Northerly along the East lines of Section 36, Section 25, Section 24, Section 13, Section 12 and Section 1 to the Northeast corner of Section 1; thence Westerly along the North lines of Section 1 and Section 2 to the point of beginning.

Also including the following parcel as described below:

Commencing at the Southeast corner of Section 36 which is also the point of beginning; thence North 02°11'25" West, along the east line of the Southeast one-quarter of Section 36, 372.44 feet more or less to the Northeast corner of parcel with Tax Key No. OTWT 1728-995; thence Westerly, along the North line of said parcel, 385.00 feet more or less to the Northwest corner of said parcel; thence Southerly, along the West line of said parcel, 372.44 feet to the South line of the Southeast one-quarter of Section 36; thence North 87°44'48" East, along said South line, 385 feet more or less to the point of beginning.

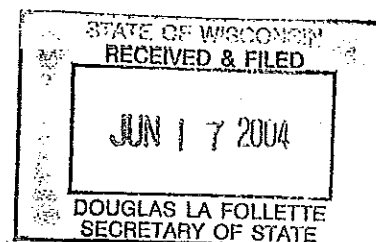
Also including the following parcel as described below:

Commencing at the Southeast corner of Section 36; thence South 87°44'48" West, along the South line of the Southeast one-quarter of Section 36 to the intersection with the East line of parcel with Tax Key No. OTWT 1728-996 and the point of beginning; thence Northerly, along said East line, 668.68 feet more or less to the Northeast corner of said parcel; thence Westerly, along the North line of said parcel and the North line of Parcel 1 of CSM No. 8228, 527.60 feet more or less to the Northeast corner of said Parcel 1; thence Southerly, along the West line of said Parcel 1, 675.74 feet more or less to the South line of the Southeast one-quarter of Section 36; thence North 87°44'48" East, along said South line, to the point of beginning.

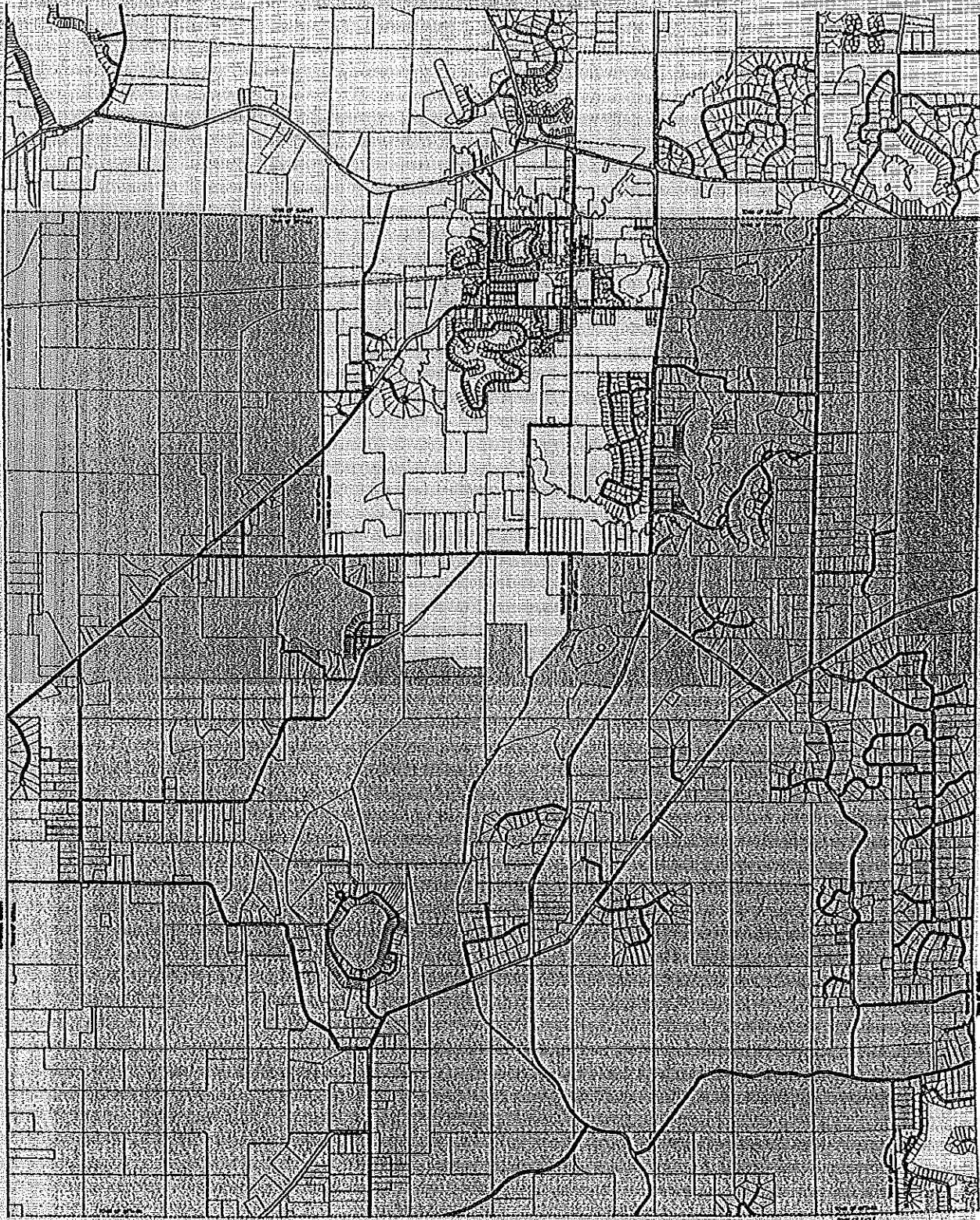
David M. Buechl, R.L.S.

DMB:rkd

cc: Gerald E. Powell, P.E., Ruekert/Mielke
File



ULTIMATE VILLAGE SANITARY SEWER
SERVICE AREA TO THE TOWN



LEGEND

-  ULTIMATE VILLAGE OF DOUSMAN MUNICIPAL BOUNDARY
-  TOWN OF OTTAWA SEWER SERVICE AREA

EXHIBIT 1

**LEGAL DESCRIPTION AND
MAP OF SERVICE AREA**

**ULTIMATE VILLAGE SANITARY
SEWER SERVICE AREA**



**TOWN OF OTTAWA FROM THE VILLAGE OF DOUSMAN,
WAUKESHA COUNTY, WISCONSIN**

SEE LEGAL DESCRIPTION - EXHIBIT 1
DATE: MARCH 2004
SOURCE: WAUKESHA COUNTY PLATS AND LAND USE, SEPT. 2003



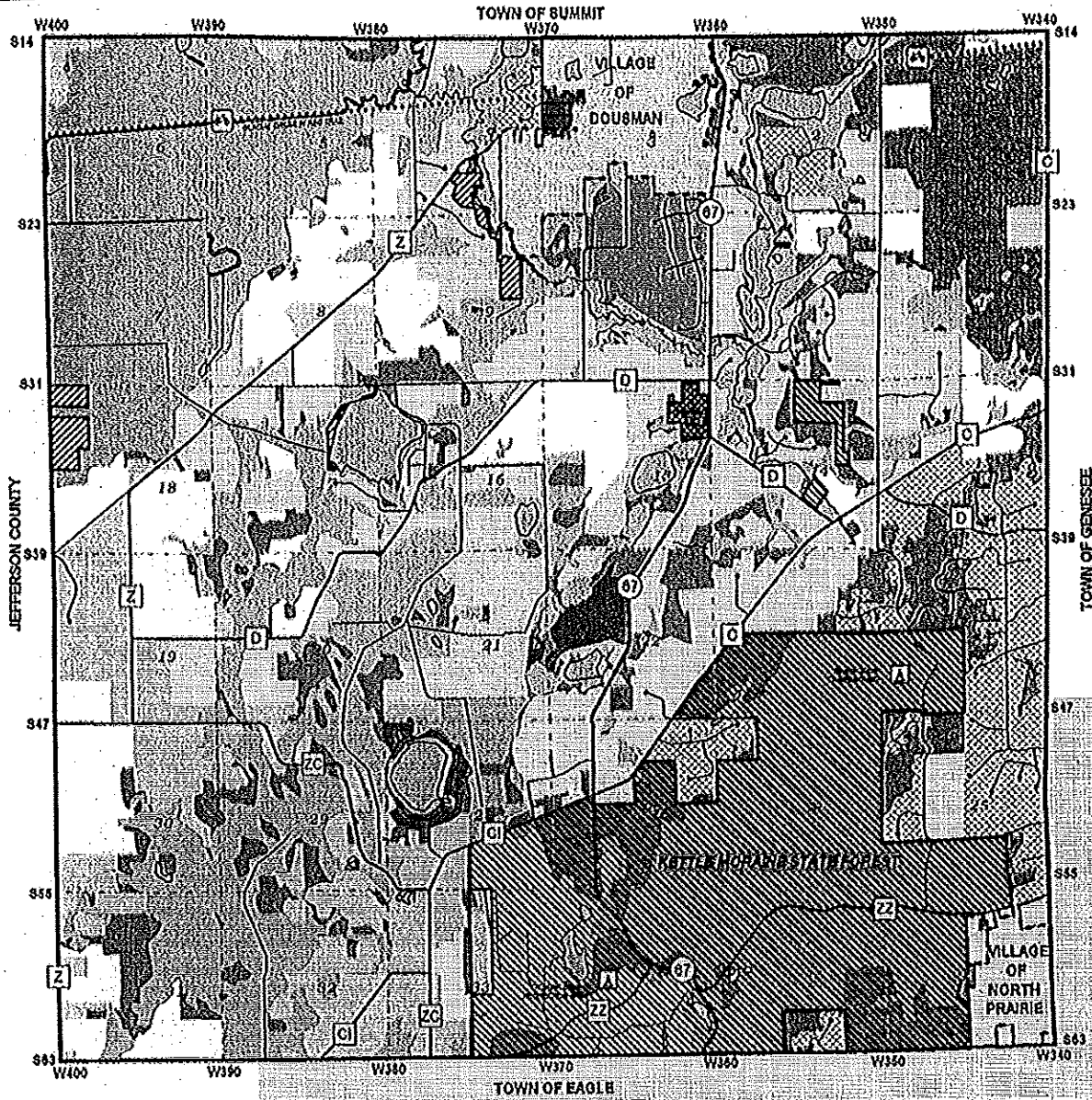
STATE OF WISCONSIN
RECEIVED & FILED

JUN 17 2004

DOUGLAS LA FOLLETTE
SECRETARY OF STATE

Exhibit 2

Land Use Map for the Town



LEGEND

Land Use Categories (Total Acres Per Category Listed in Parenthesis)

- | | | |
|---|-------------------------------------|--------------------------------------|
| Agriculture 39 Acre (2120.12 Acres) | Residential 6 Acre (2765.73 Acres) | Commercial (8.18 Acres) |
| Agriculture 10 Acre (2660.69 Acres) | Residential 3 Acre (1100.80 Acres) | Public & Recreational (789.65 Acres) |
| Env. Corridor / Conservancy (6452.76 Acres) | Residential 1 Acre (342.43 Acres) | Quarry Reserve (713.18 Acres) |
| Upland Conservancy 6 Acre (4704.70 Acres) | Residential 0.5 Acre (132.28 Acres) | Institutional (207.80 Acres) |
-
- | | |
|-----------------------------------|----------------------|
| Publicly Owned Lands | DNR Project Boundary |
| County Owned Lands (60.35 Acres) | Town Hall |
| State Owned Lands (3582.68 Acres) | |
| Town Owned Lands (38.48 Acres) | |



Adopted by the Town of Oshtemo Planning Commission June 15, 1991
Presented by the Wisconsin County Director (UPPA) and Land Use May 2003

Exhibit 3

Capital Cost Recovery Rate Methodology

Village of Dousman

Capital Recovery from Town of Ottawa

Note: The following values are provided for demonstration purposes only.

The actual computations will include utility financial and customer data for the first and each subsequent year of service.

	WWTF	Interceptor	Collector	Total Utility Plant
Computation of Return on Rate Base (1)				
1) Plant Asset Cost	\$5,000,000	\$1,000,000	\$1,000,000	\$7,000,000
2) Accumulated Depreciation	\$2,500,000	\$200,000	\$200,000	\$2,900,000
3) Net Book Value (1-2)	\$2,500,000	\$800,000	\$800,000	\$4,100,000
4) Grants (CIAC)	\$1,000,000	\$0	\$0	\$1,000,000
5) Accumulated Amortization	\$500,000	\$0	\$0	\$500,000
6) Net Grants	\$500,000	\$0	\$0	\$500,000
7) Rate Base (3-6)	\$2,000,000	\$800,000	\$800,000	\$3,600,000
8) Rate of Return	8%	8%	8%	8%
9) Return on Investment (7*8)	\$160,000	\$64,000	\$64,000	\$288,000
10) Annual Depreciation	\$25,000	\$2,500	\$3,500	\$31,000
11) Total Capital Recovery (9+10)	\$185,000	\$66,500	\$67,500	\$319,000
Compute Volumetric Rate for Capital Recovery				
12) Thousand gallons treated	200,000	200,000	200,000	200,000
13) Rate per 1,000 gallons	\$0.925	\$0.333	\$0.338	\$1.595

Notes:

1. Based upon current (budgeted) year beginning values.
2. Current year budgeted depreciation.

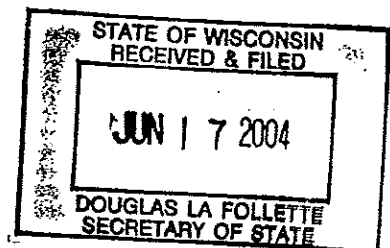


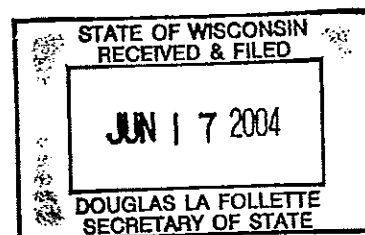
Exhibit 4

(From proposed revisions to Village Municipal Code)

RESIDENTIAL EQUIVALENT CONNECTION TABLE

(1) For Users of the Water System, the following table shall be used to determine the number of Residential Equivalent Connections (RECs) or estimated gallons of water to be used by the new connection.

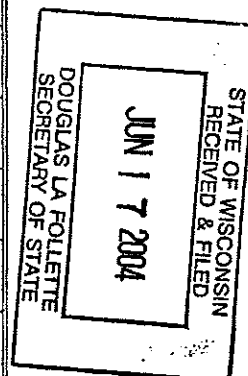
<i>Residential Users</i>	<i>REC</i>
Condominium	1.00/unit
Single-family home	1.00
Duplex (1 REC each side)	2.00
Multiple-family (2 bedrooms or more)	1.00/unit
Multiple-family (1 bedroom or less)	0.75/unit



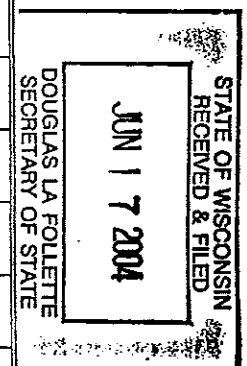
(2) For commercial and industrial users of the Water System, the estimated water use shall be determined from the following table. The estimated number of RECs shall be determined by dividing the water use obtained from the table by the use of the average residential user. REC estimates shall be based upon employment hours for a peak day. The minimum number of RECs for any account shall not be less than 1.00 REC. Upon completion of the REC computations all RECs will be rounded up to the nearest 0.5 REC.

<i>SIC Code</i>	<i>Description</i>	<i>Gallons per Employee Hour</i>
0742	Veterinary services for animal specialties	20.0
0752	Animal specialty services	16.0
0782	Lawn and garden services	10.0
1446	Industrial sand	5.0
1521	General contractors - Residential	2.3
1541	General contractors - Industrial buildings and warehouses	2.3
1611	General contractors - Public works	2.3
1711	Plumbing, heating and air conditioning	2.3
1731	Electrical work	2.3
1761	Roofing and sheet metal work	2.3
1799	Special trade contractors, N.E.C.	2.3

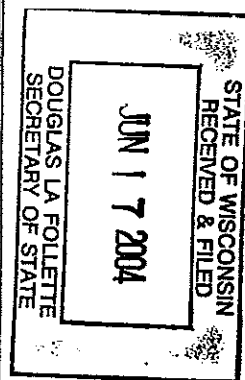
<i>SIC Code</i>	<i>Description</i>	<i>Gallons per Employee Hour</i>
2013	Sausage and other prepared meats	110.0
2065	Candy and other confectionery products	50.0
2087	Flavoring extracts and syrups, N.E.C.	75.0
2394	Canvas and related products	2.3
2431	Millwork	5.0
2434	Wood kitchen cabinets	5.0
2522	Metal office furniture	2.3
2721	Periodicals: Publishing and printing	10.0
2731	Books: Publishing and printing	10.0
2751	Commercial printing, letterpress and screen	10.0
2752	Commercial printing, lithographic	10.0
2789	Book binding and related work	10.0
2795	Lithographic platemaking and related services	25.0
2819	Industrial inorganic chemicals, N.E.C.	10.0
2834	Pharmaceutical preparation	10.0
2841	Soap and other detergents	15.0
2893	Manufacturing of printing ink	30.0
2899	Chemicals and chemical preparations, N.E.C.	10.0
3079	Miscellaneous plastic products	85.0
3111	Leather tanning and finishing	345.0
3272	Concrete products, except block and brick	25.0
3442	Metal doors, sash, frames, molding and trim	2.3
3444	Sheet metal work	40.0



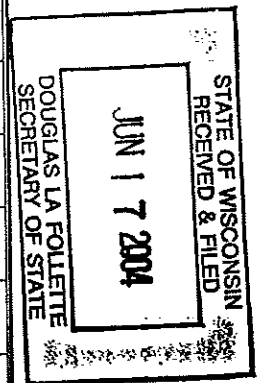
<i>SIC Code</i>	<i>Description</i>	<i>Gallons per Employee Hour</i>
3451	Screw machine products	10.0
3462	Iron and steel forging	5.0
3469	Metal stampings, N.E.C.	5.0
3471	Electroplating, plating, polishing, anodizing, etc.	50.0
3479	Coating, engraving and allied services, N.E.C.	100.0
3495	Wire springs	2.3
3498	Fabricated pipe and fittings	2.3
3499	Fabricated metal products, N.E.C.	25.0
3531	Construction machinery and equipment	5.0
3544	Spec. dies and tools, die sets, jigs and fixtures, molds	10.0
3562	Ball and roller bearings	5.0
3565	Industrial patterns	5.0
3569	General industrial machinery and equipment, N.E.C.	4.0
3576	Scales and balances, except laboratory	2.3
3599	Machinery, except electrical, N.E.C.	10.0
3613	Switchgear and switchboard apparatus	5.0
3632	Household refrigerators and home and farm freezers	2.3
3694	Electrical equipment for internal combustion engines	2.3
3714	Motor vehicle parts and accessories	75.0
3999	Manufacturing industries, N.E.C.	2.3
4141	Local passenger transportation charter service	2.3
4151	School buses	2.3



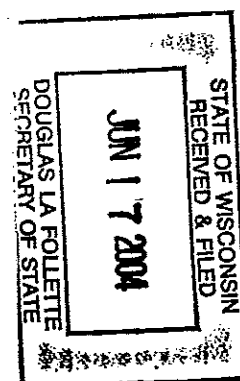
<i>SIC Code</i>	<i>Description</i>	<i>Gallons per Employee Hour</i>
4212	Local trucking without storage	10.0
4213	Trucking, except local	2.3
4225	General warehousing and storage	2.3
4311	U.S. Postal Service	2.3
4722	Travel agency	2.3
4811	Telephone communication	2.3
4832	Radio broadcasting	2.3
5042	Toys and hobby goods and supplies	2.3
5063	Electrical apparatus and equipment	2.3
5054	Electrical appliances	2.3
5072	Hardware - Wholesale distribution	2.3
5082	Construction and mining machinery and equipment	2.3
5084	Industrial machinery and equipment	2.3
5142	Frozen foods	10.0
5149	Wholesale groceries and related products, N.E.C.	10.0
5199	Wholesale nondurable goods, N.E.C.	10.0
5211	Lumber and other building materials dealers	2.3
5231	Paint, glass, wallpaper	2.3
5251	Hardware - Retail sales	2.3
5261	Retail nurseries, lawn and garden supply stores	10.0
5271	Mobile home dealers	2.3
5311	Department stores	2.3
5331	Variety stores	2.3



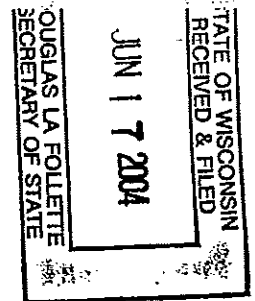
<i>SIC Code</i>	<i>Description</i>	<i>Gallons per Employee Hour</i>
5411	Grocery stores with meat and produce departments	16.0
5412	Grocery stores without meat and produce departments	6.0
5441	Candy, nut and confectionery stores	10.0
5462	Retail bakeries - Baking and selling	10.0
5499	Miscellaneous food stores	2.3
5511	Motor vehicle dealers	5.0
5531	Auto and home supply stores	2.3
5541	Gasoline service stations	15.0
5551	Boat dealers	5.0
5611	Clothing stores	2.3
5651	Shoe stores	2.3
5681	Furriers and fur shops	5.0
5711	Furniture, floor coverings, appliances	2.3
5812	Eating places (restaurants)	20.0
5813	Drinking places (taverns)	45.0
5912	Drugstores and proprietary stores	2.3
5921	Liquor stores	2.3
5931	Used merchandise stores	2.3
5941	Sporting goods stores and bicycle shops	2.3
5942-9	Miscellaneous stores	2.3
5992	Florists	10.0
5999	All other retail stores	2.3



<i>SIC Code</i>	<i>Description</i>	<i>Gallons per Employee Hour</i>
6022-59	Banks	2.3
6122-63	Savings and loans	2.3
6311	Insurance companies	2.3
6411	Insurance agents	2.3
6512	Operators of nonresidential buildings	2.3
6515	Operators of residential mobile home sites	2.3
6531	Real estate agents and managers	2.3
6553	Cemetery subdividers and developers	2.3
6722	Management investment offices	2.3
7011	Hotels, motels, tourist courts	0.5 REC/Unit
7211	Power laundries, family and commercial	105.0
7212	Cleaning and laundry pickup stations	2.3
7215	Fac. coin-op laundries and dry cleaning	910.0
7221	Photographic studios	2.3
7231	Beauty shops	16.0
7241	Barber shops	10.0
7261	Funeral service and crematories	15.0
7299	Miscellaneous services, N.E.C.	2.3
7311	Advertising agencies, employment services	2.3
7332	Blueprinting and photocopying services	2.3
7351	Employment agencies	2.3
7391	Research and development laboratories	10.0
7395	Photofinishing labs	10.0

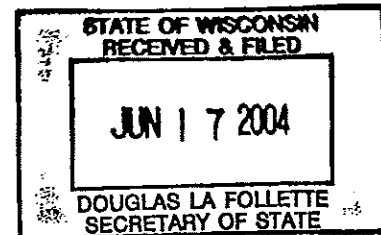


<i>SIC Code</i>	<i>Description</i>	<i>Gallons per Employee Hour</i>
7512	Passenger car rental and leasing, w/o drivers	10.0
7531	Top and body repair shop	5.0
7534	Tire retreading and repair shops	20.0
7538	General automotive repair shops	5.0
7542	Car washes	115.0
7622	Radio and television repair	2.3
7699	Repair shops and related services, N.E.C.	2.3
7832	Motion picture theaters, not drive-ins	20.0
7911	Dance halls, studios and schools	20.0
7922	Theatrical producers	20.0
7933	Bowling alleys	50.0
7992	Public golf courses	45.0
7997	Membership sports and recreation clubs	75.0
7999	Roller rinks, gymnasiums, museums	20.0
8011	Offices of physicians	10.0
8021	Offices of dentists	10.0
8031	Offices of osteopaths	10.0
8041	Offices of chiropractors	10.0
8051	Skilled nursing care facilities	20.0
8091	Health and allied services, N.E.C.	10.0
8111	Attorneys	2.3
8211	Elementary and secondary schools	20.0



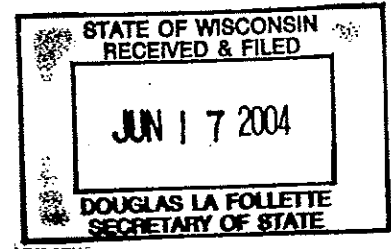
<i>SIC Code</i>	<i>Description</i>	<i>Gallons per Employee Hour</i>
8221	Colleges, universities and professional schools	25.0
8231	Libraries and information centers	20.0
8249	Vocational schools, N.E.C.	20.0
8421	Arboreta, botanical and zoological gardens	45.0
8621	Professional membership organizations	2.3
8641	Civic, social and fraternal associations	15.0
8661	Religious organizations (hours occupied only)	20.0
8699	Membership organizations, N.E.C.	2.3
8911	Engineering, architectural and surveying services	2.3
8931	Accountants	2.3
9199	General government, N.E.C.	2.3
9221	Police protection	2.3
9224	Fire protection	2.3
9451	Administration of veteran's affairs	2.3
9999	All offices, N.E.C.	2.3

NOTE: Parsonages should be regarded as single-family residences.



March 5, 2004

LEGAL DESCRIPTION
Exhibit "E"
Waukesha County Trail System



For: Village of Dousman

All that part of Section 4, Section 9, Section 10, and Section 15, Town 6 North, Range 17 East, Village of Dousman, Waukesha County, Wisconsin, and described as follows: (See attached map, Exhibit "E").

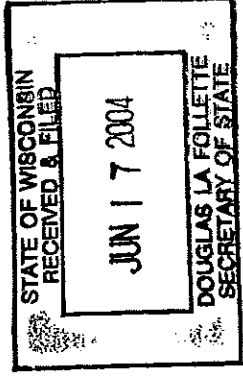
First Trail Location

Commencing at the South line of the Waukesha County Bike Trail at parcel with Tax Key No. OTWT 1597-989; thence through the following parcels with Tax Key No.(s): OTWT 1597-989, OTWT 1597-988, OTWT 1600-996, OTWT 1617-031, OTWT 1622-994 and terminating at the West right-of-way line of Mill Pond Road.

Second Trail Location

Commencing at the Northeast corner of parcel with Tax Key No. OTWT 1720-997; thence through the following parcels with Tax Key No.(s): OTWT 1720-997, OTWT 1623-987, OTWT 1623-988, OTWT 1624-994, OTWT 1624-993, OTWT 1624-995-001, OTWT 1624-996, OTWT 1624-999-001, OTWT 1641-999, OTWT 1624-987, OTWT 1624-992, OTWT 1623-987-001, OTWT 1623-987-002, OTWT 1623-987-003, OTWT 1642-999-005, OTWT

Exhibit "E"
March 5, 2004
Page 2



1642-999-006 and terminating at the west line of parcel with Tax Key No. OTWT 1642-999-006.

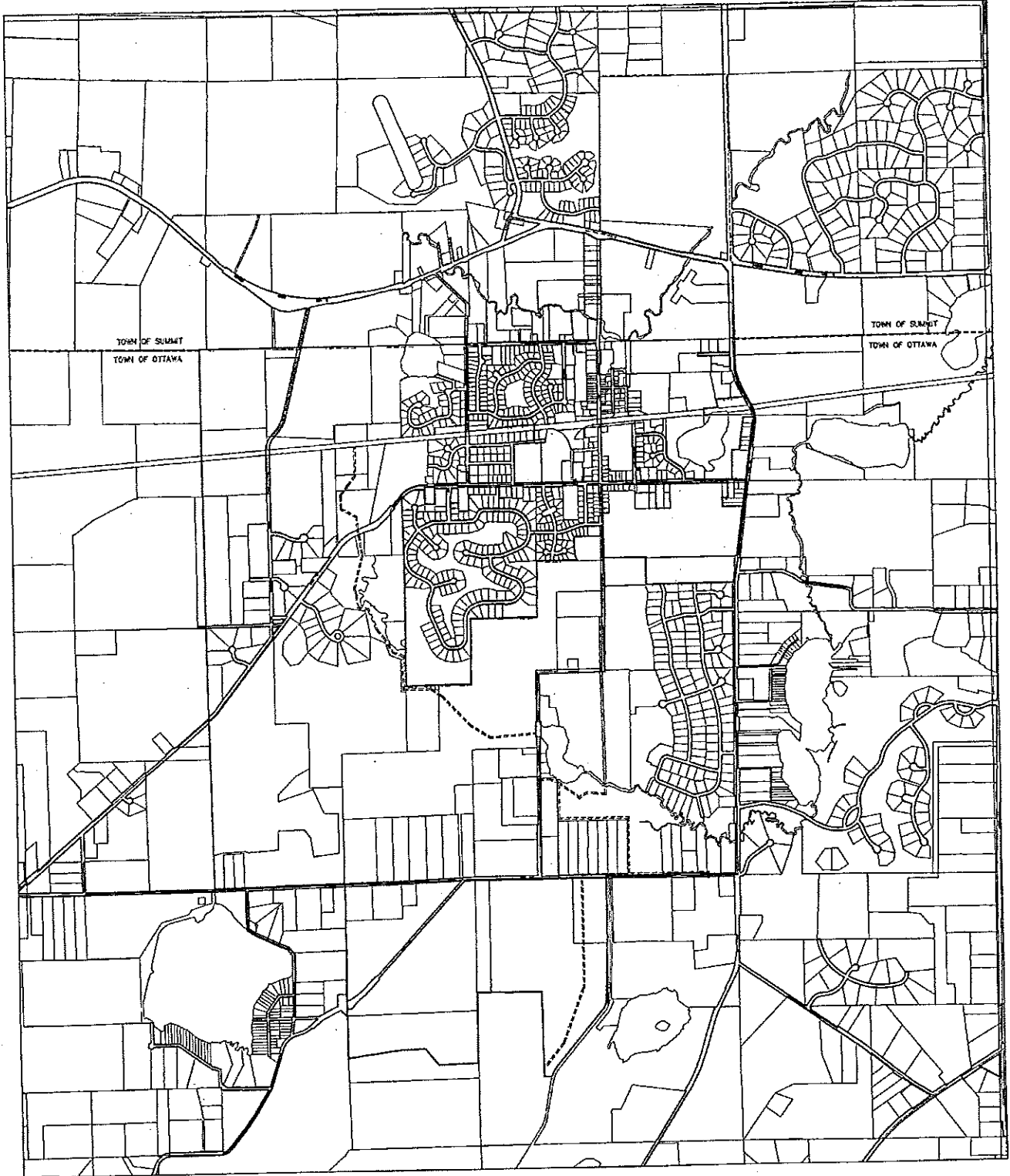
It is the intention of this description to indicate the parcels which the trail will be located and not describe the exact location of the trail.

David M. Buechl, RLS

DB2:jkc

cc: Gerald E. Powell, P.E., Ruekert/Mielke
File

PROPOSED WAUKESHA COUNTY TRAIL SYSTEM



LEGEND




-  VILLAGE OF DOUSMAN 2003 MUNICIPAL BOUNDARY
-  ULTIMATE VILLAGE OF DOUSMAN MUNICIPAL BOUNDARY
-  PUBLIC TRAIL SYSTEM

EXHIBIT E

BORDER AGREEMENT MAP

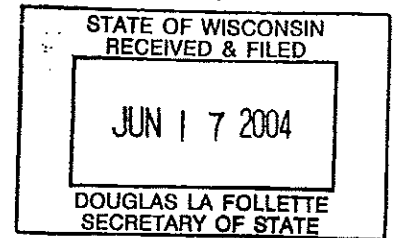
PROPOSED WAUKESHA COUNTY TRAIL SYSTEM

VILLAGE OF DOUSMAN / TOWN OF OTTAWA,
WAUKESHA COUNTY, WISCONSIN



March 5, 2004

LEGAL DESCRIPTION
Exhibit "F"
Multi-Jurisdictional Land Use Planning Area

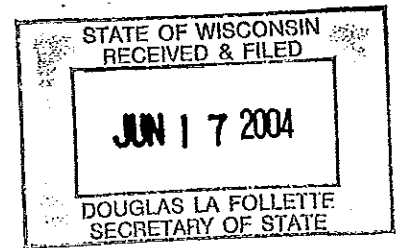


For: Village of Dousman

All that part of the Northwest one-quarter and Southwest one-quarter of Section 2, the Northeast one-quarter, the Northwest one-quarter, the Southwest one-quarter and the Southeast one-quarter of Section 3, the Northeast one-quarter, the Northwest one-quarter, the Southwest one-quarter and Southeast one-quarter of Section 4, the Northeast one-quarter, the Northwest one-quarter, the Southwest one-quarter and the Southeast one-quarter of Section 9, the Northeast one-quarter, the Northwest one-quarter, the Southwest one-quarter and the Southeast one-quarter of Section 10, the Northwest one-quarter and the Southwest one-quarter of Section 15, the Northeast one-quarter and Southeast one-quarter of Section 16, Town 6 North, Range 17 East, Village of Dousman, Waukesha County, Wisconsin more fully described as follows:
(See attached map, Exhibit "F").

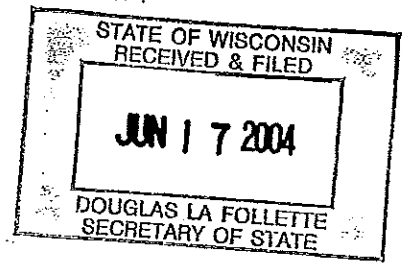
Commencing at the Southwest corner of Section 35, Town 7 North, Range 17 East, which is also the point of beginning; thence southerly along the centerline of STH "67" to the Northeast corner of Section 10; thence South 00°31'10" West along the east line of the Northeast one-quarter of Section 10, 2656.38 feet to the Southeast corner of said Northeast one-quarter of Section 10; thence South 00°49'39" West along the west line of the Southeast one-quarter of

Exhibit "F"
March 5, 2004
Page 2



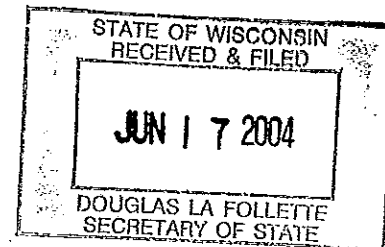
said Section, 2651.94 feet to the Southeast corner of said Section; thence North $89^{\circ}50'47''$ West, along the south line of the Southeast one-quarter of Section 10, 2661.73 feet to the South quarter corner of Section 10; thence southerly along the east lines of parcels with Tax Key No. OTWT 1642-999-005, and parcel with Tax Key No. OTWT 1642-999-006 to the south line of parcel with Tax Key No. OTWT 1642-999-006; thence westerly along the south line of said parcel, 149.16 feet more or less to the east line of parcel with Tax Key No. OTWT 1642-999; thence northerly along the east line of said parcel to the north line of said parcel; thence westerly, along the northerly line of said parcel to the easterly line of parcel with Tax Key No. OTWT 1645-996; thence southerly, along the easterly line of parcels with Tax Key No. OTWT 1645-996 and OTWT 1648-999-001 to the Southeast corner of said parcel with Tax Key No. OTWT 1648-999-001; thence westerly along the southerly line of a parcel with Tax Key No. OTWT 1648-999-001 to the west line of said parcel and the west line of the Southeast one-quarter of Section 16; thence North $01^{\circ}10'57''$ West, along the west line of the Southeast one-quarter of Section 16 to the Northwest corner of the Southeast one-quarter of Section 16; thence North $00^{\circ}06'07''$ East, along the west line of the Northeast one-quarter of Section 16, 2632.26 feet to the Northwest corner of said Northeast one-quarter; thence South $88^{\circ}28'50''$ West, along the north line of the Northwest one-quarter of Section 16, 2615.98 feet to the northwest corner of said Section; thence North $01^{\circ}09'48''$ West, along the west line of the Southwest one-quarter of Section 9, 2655.07 feet to the West quarter corner of said Section; thence North $00^{\circ}43'37''$ West, along the West line of the Northwest one-quarter of Section 9, 2652.57 feet to the Northwest corner of Section 9; thence North $00^{\circ}30'51''$ West, along the

Exhibit "F"
March 5, 2004
Page 3



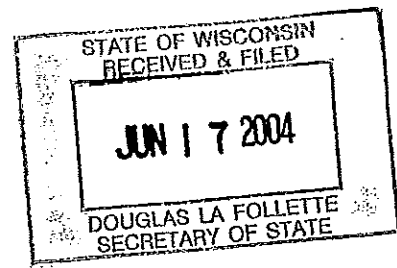
West line of the Southwest one-quarter of Section 4, 2654.13 feet to the West quarter corner of said Section; thence North $00^{\circ}24'25''$ West, along the west line of the Northwest one-quarter of said Section, 2961.36 feet to the Northwest corner of Section 4; thence South $89^{\circ}12'18''$ East, along the north line of the Northwest one-quarter of Section 4, 145.86 feet; thence North $89^{\circ}46'35''$ East, along the north line of said one-quarter, 2551.27 feet to the North quarter corner of Section 4; thence North $89^{\circ}46'35''$ East, along the north line of the Northeast one-quarter, 113.54 feet; thence North $89^{\circ}46'34''$ East, along said north line, 2583.57 feet to the Northeast corner of Section 4; thence South $00^{\circ}08'18''$ West, along the West line of the Northwest one-quarter of said Section 3, 1541.05 feet; thence North $89^{\circ}53'14''$ East, 413.77 feet to a point on the West line of Lot 1, Village Meadows Subdivision; thence Southerly along the West line of said Lot 1, 177.9 feet to the Northerly line of the Glacial Drumlin State Trail; thence Northeasterly, along said Glacial Drumlin State Trail and South line of Village Meadows Subdivision, 946.08 feet to the West line of the East one-half of the Northwest one-quarter of said Section 3; thence South along said West line to the South line of Henry Street; thence South $85^{\circ}42'58''$ West along said South line, 407.08 feet to the East line of St. Bruno Avenue; thence South $00^{\circ}00'46''$ West along said East line, 804.37 feet to the centerline of Ottawa Avenue (C.T.H. "Z"); thence South $89^{\circ}58'54''$ East, along said centerline, 173.77 feet; thence South $00^{\circ}10'00''$ East, 33.00 feet to the Northwest corner of Lot 1, C.S.M. No. 5201 and the South line of Ottawa Avenue; thence North $89^{\circ}58'54''$ West along said South line, 232.75 feet to the Northwest corner of C.S.M. No. 8016; thence South $00^{\circ}01'06''$ West, 247.13 feet to the

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March 5, 2004
Page 4



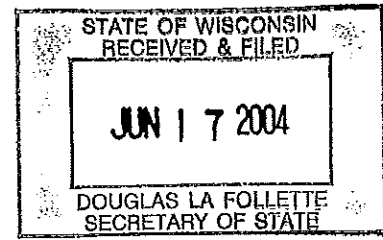
Southwest corner of C.S.M. No. 8016; thence North $89^{\circ}58'54''$ West, 255.50 feet; thence North $00^{\circ}01'06''$ East, 247.13 feet to the aforesaid South line of Ottawa Avenue; thence North $89^{\circ}58'54''$ West along said South line, 60.00 feet; thence South $00^{\circ}01'06''$ West, 175.00 feet; thence North $89^{\circ}58'54''$ West, 560.48 feet to a point on the West line of the Southwest one-quarter of said Section 3; thence South $00^{\circ}06'48''$ East along said West line, 324.50 feet; thence South $88^{\circ}37'13''$ West along the South line of Tax Key No. (T.K.N.) 1600-999-001, 206.61 feet; thence North $00^{\circ}06'03''$ West along the West line of T.K.N. 1600-999-001 to the North line of the Southeast one-quarter of said Section 4; thence South $88^{\circ}37'13''$ West along said North line, 473.27 feet; thence South $00^{\circ}06'32''$ West along the East line of T.K.N. 1600-989, 362.67 feet; thence South $89^{\circ}50'34''$ West along the South line of T.K.N. 1600-989, 200 feet; thence North $00^{\circ}06'32''$ East along the West line of T.K.N. 1600-989, 378.75 feet to the traveled centerline of C.T.H. "Z", thence along said centerline the following courses; South $89^{\circ}50'34''$ West, 60.00 feet to a point of curve; 216.77 feet along the arc of a curve to the left, radius of 621.00 feet and a chord bearing South $79^{\circ}50'34''$ West, 215.67 feet to a point of compound curvature; 220.54 feet along the arc of a curve to the left, radius of 437.48 feet and a chord bearing South $55^{\circ}24'03''$ West, 218.21 feet; South $40^{\circ}57'32''$ West, 14.30 feet to the terminus of said traveled center line and a point on the West line of the East one-half of the Southeast one-quarter of said Section 4; thence South $00^{\circ}36'57''$ East along said West line, 2540.98 feet to a point the North line of the Northeast one-quarter of said Section 9; thence South $00^{\circ}24'02''$ West along the West line of the East one-half of the Northeast one-quarter of

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said Section 9, 1319.75 feet to a point on the South line of the North one-half of the Northeast one-quarter of said Section 9; thence North $89^{\circ}16'53''$ East along said South line, 1322.52 feet to the East line of the Northeast one-quarter of said Section 9; thence North $00^{\circ}13'34''$ East long said East line, 1315.27 feet to the Southwest corner of said Section 3; thence North $89^{\circ}35'17''$ East along the South line of the Southwest one-quarter of said Section 3, 1,344.63 feet to a point on the East line of the West one-half of the Southwest one-quarter of said Section 3; thence North $00^{\circ}10'00''$ West, along said East line, 1,127.75 feet; thence North $89^{\circ}34'06''$ East, 12.72 feet to the Southwest corner of Ludwig Estates, a recorded plat; thence North $89^{\circ}46'45''$ East, along the South line of said plat, 812.50 feet; thence along the arc of a curve to the right, 231.66 feet, radius of 574.82 feet and a chord bearing North $12^{\circ}12'59''$ West, 230.10 feet; thence North $00^{\circ}40'15''$ West, 254.50 feet; thence South $89^{\circ}46'15''$ East, 287.50 feet; thence South $89^{\circ}41'00''$ East, 282.00 feet to the South one-quarter line of said Section 3 and the centerline of Main Street, said point being South $00^{\circ}13'14''$ East, 1079.00 feet from the center of said Section 3; thence South $00^{\circ}13'14''$ East along said South one-quarter line and the road centerline, 443.02 feet; thence North $89^{\circ}27'11''$ East, 880.74 feet; thence South $00^{\circ}13'14''$ East, 527.66 feet; thence North $89^{\circ}33'39''$ East, to the westerly right-of-way line of State Trunk Highway (S.T.H.) "67"; thence northerly along said right-of-way line, to the intersection with the south line of parcel with Tax Key No. OTWT 1591-992-001; thence North $89^{\circ}28'40''$ West, parallel to the West one-quarter line of said Section 2, to a point on the East line of said Section 3; thence due West, parallel to the East one-quarter line of said Section 3, 218.00 feet; thence

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North $00^{\circ}17'40''$ West, parallel to the East line of the Southeast one-quarter of said Section 3, 180.52 feet; thence East, parallel to the East one-quarter line of said Section 3, 125.00 feet; thence North $00^{\circ}17'40''$ West, parallel to the East line of the Southeast one-quarter of said Section 3, 348.48 feet to the East one-quarter line of said Section 3 and the centerline of County Trunk Highway (C.T.H.) "Z"; thence due East along said East one-quarter line and road centerline, 93.00 feet to the East one-quarter corner of said Section 3; thence North $00^{\circ}28'00''$ East, 613.90 feet to a point that is distant South $89^{\circ}28'00''$ East, 7.00 feet from the East line of the Northeast one-quarter of said Section 3; thence South $89^{\circ}28'00''$ East, 148.43 feet; thence North $07^{\circ}45'00''$ East, parallel to the centerline of S.T.H. "67", 670.19 feet; thence South $89^{\circ}25'00''$ East, to the westerly right-of-way line of S.T.H. "67"; thence northerly along said right-of-way line to the North line of the South one-half of the Northwest one-quarter of said Section 2; thence North $89^{\circ}25'00''$ West along said North line, to the East line of the Northwest one-quarter of said Section 2; thence North $89^{\circ}53'00''$ West along the North line of the South one-half of the Northeast one-quarter of said Section 3, 553.00 feet; thence North $00^{\circ}02'00''$ West, 106.80 feet to the Northerly line of the Glacial Drumlin State Trail; thence North $85^{\circ}00'00''$ East along said Northerly line, 295.00 feet to the Southwest corner of Lot 1, Certified Survey Map (C.S.M.) No. 9144; thence North $10^{\circ}51'09''$ West along the West line of said Lot 1, 163.13 feet; thence North $85^{\circ}53'00''$ East along the North line of said Lot 1, 301.33 feet to the East line of the Northeast one-quarter of said Section 3, said point also being the Southwest corner of Lot 3, C.S.M. No. 6752; thence North $84^{\circ}51'44''$ East along the South line

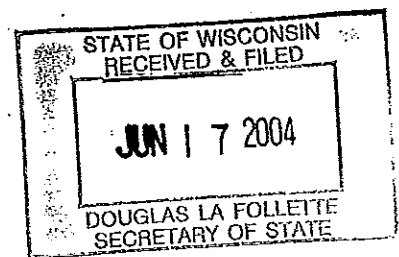
Exhibit "F"
March 5, 2004
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of said Lot 3, 249.48 feet to the Westerly line of S.T.H. "67"; thence North $27^{\circ}30'46''$ West along said Westerly line, 168.76 feet to a point of curve; thence continuing along said Westerly line and the arc of a curve to the right, 405.82 feet, radius of 1323.24 feet and a chord bearing North $18^{\circ}43'37''$ West, 404.23 feet; thence continuing along said Westerly line, South $89^{\circ}47'00''$ West, 40.74 feet to the West line of the Northwest one-quarter of said Section 2; thence North along the West line of said Northwest one-quarter of said Section 2 and said Westerly line, 658.82 feet to the Northwest corner of the Northwest one-quarter of said Section 2; said point being on the South line of the Southeast one-quarter of said Section 34; thence East along said South line to the Southwest corner of Section 35 and the point of beginning.

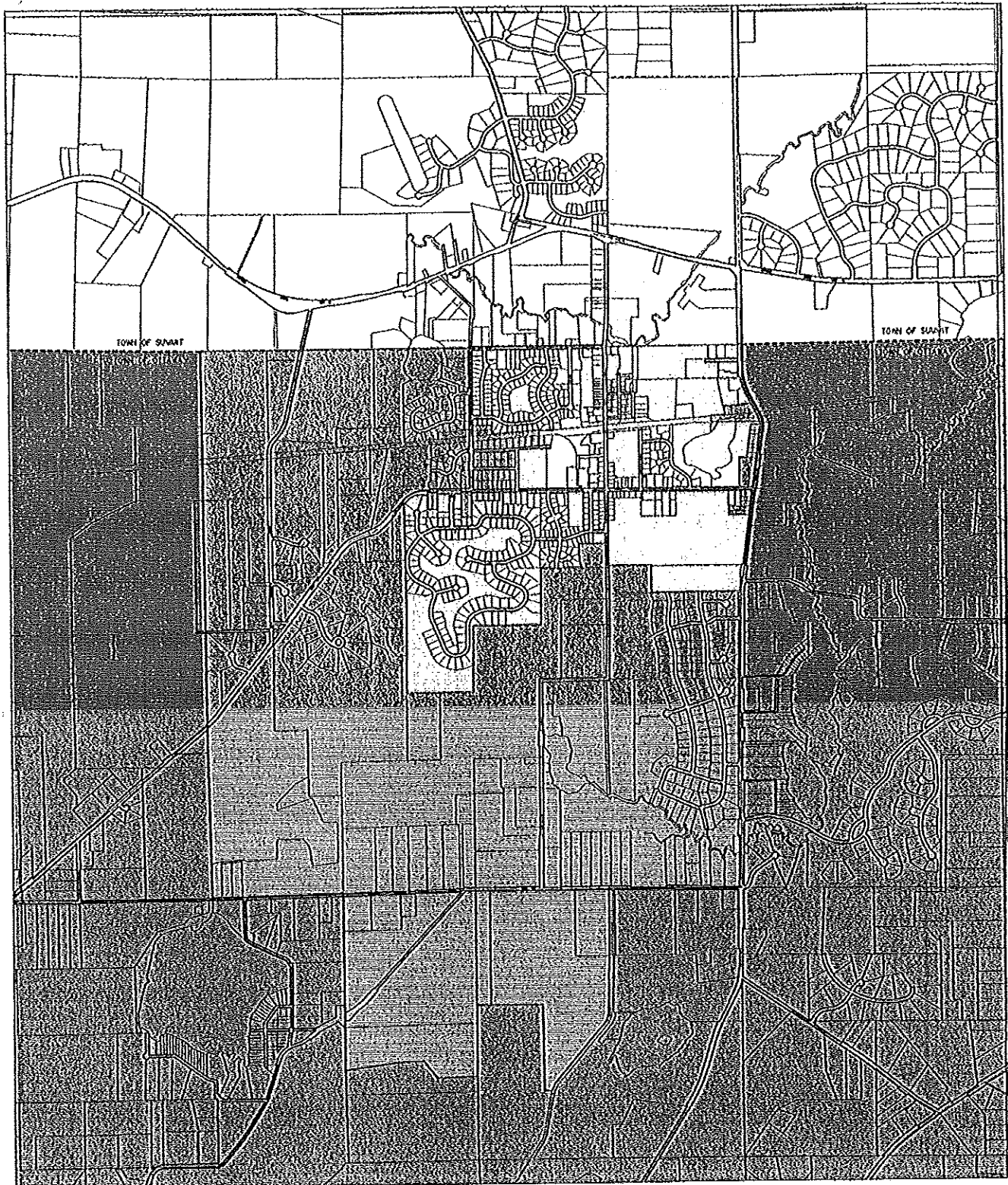
David M. Buechl, R.L.S.

DMB:rk

cc: Gerald E. Powell, P.E., Ruekert/Mielke
File



MULTIJURISDICTIONAL LAND USE PLANNING AREA



LEGEND


-  DOUSMAN/OTTAWA MULTI-JURISDICTIONAL LAND USE PLANNING AREA
-  VILLAGE OF DOUSMAN 2003 MUNICIPAL BOUNDARY
-  TOWN OF OTTAWA

EXHIBIT F

BORDER AGREEMENT MAP

MULTIJURISDICTIONAL LAND USE PLANNING AREA

**VILLAGE OF DOUSMAN / TOWN OF OTTAWA,
WAUKESHA COUNTY, WISCONSIN**



SEE LEGAL DESCRIPTION - EXHIBIT F
DATE: MARCH 2004
SOURCE: WAUKESHA COUNTY PARKS AND LAND USE, SEPT. 2003

EXHIBIT GRESOLUTION NO. 04-04**A RESOLUTION TO WAIVE EXTRATERRITORIAL PLAT APPROVAL
JURISDICTION WITHIN THE TOWN OF OTTAWA**

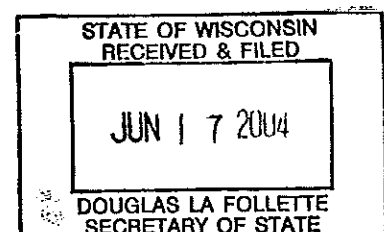
WHEREAS, the Town of Ottawa and the Village of Dousman are in the process of considering the settlement of certain border dispute issues, to allow the Village of Dousman and the Town of Ottawa to appropriately plan for their respective municipalities; and

WHEREAS, in conjunction with the settlement of the border agreement issues, the Village of Dousman Village Board has agreed to waive its right to approve plats in areas of the Town that are outside of the ultimate Village boundary as described in the proposed border agreement, if in fact the settlement of these issues proceeds as anticipated; and

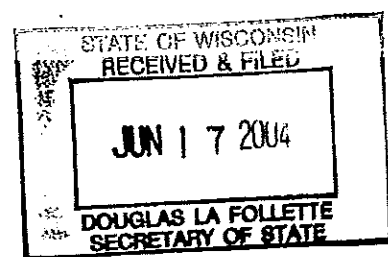
WHEREAS, it is intended that this resolution will have continuing effect, commencing upon the commencement date of the border agreement, and continuing for the duration of the border agreement, to allow for the Town of Ottawa and the Village of Dousman to appropriately plan for areas within their respective municipalities in accordance with the intent of the border agreement.

NOW, THEREFORE, the Village Board of the Village of Dousman, Waukesha County, Wisconsin, DOES HEREBY RESOLVE AS FOLLOWS:

1. The Village of Dousman hereby waives its right to approve plats within any portion of the Village of Dousman extraterritorial plat approval jurisdiction which lies outside of the ultimate Village boundary described in the municipal boundary agreement between the Town of Ottawa and the Village of Dousman, and more particularly outside the area described in the legal description attached hereto as Exhibit A and depicted on the map attached hereto as Exhibit B, both of which are incorporated herein by reference.



2. This resolution shall take effect on the date that the municipal boundary agreement between the Town of Ottawa and the Village of Dousman is incorporated into the judgment of the circuit court pursuant to the provisions of Section 66.0225, Wisconsin Statutes. In the event the court fails or refuses to enter judgment incorporating the terms of said municipal boundary agreement, this resolution shall be null and void and of no further force and effect. Similarly, in the event that the municipal boundary agreement is successfully challenged or otherwise rendered null and void, this resolution shall also be null and void.
3. Although Wisconsin Statutes Section 236.10(5) grants municipalities the authority to rescind a waiver of extraterritorial plat approval jurisdiction, this resolution is being entered as an integral part of a settlement agreement concerning a boundary dispute which is intended to be binding upon the parties by circuit court judgment pursuant to Wisconsin Statutes Section 66.0225, and therefore this resolution shall not be rescinded except upon a duly authorized and approved amendment to the municipal boundary agreement.
4. The Village of Dousman Village Clerk is directed to record this resolution with the Waukesha County Register of Deeds, including the attached Exhibits, immediately following the entry of a judgment of circuit court pursuant to the provisions of Section 66.0225 of the Wisconsin Statutes incorporating the



municipal boundary agreement between the Town of Ottawa and the Village Dousman.

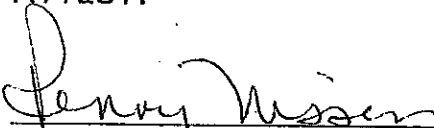
5. The several sections of this resolution are declared to be severable. If any section or portion thereof shall be declared by a court of competent jurisdiction to be invalid, unlawful or unenforceable, such decision shall apply only to the specific section or portion thereof directly specified in the decision, and shall not affect the validity of any other provisions, sections or portions thereof of the resolution. The remainder of the resolution shall remain in full force and effect. Any other resolutions whose terms are in conflict with the provisions of this resolution are hereby repealed as to those terms that conflict.

Dated this 3RD day of JUNE, 2004.

VILLAGE OF DOUSMAN


Bartley Zilk, President

ATTEST:


Penny Nissen, Dousman Village Clerk

Published and/or posted this 17th day of May, 2004.

\\Clare\c\MyFiles\Resolutions\settle certainborder dispute issues.too and vod.wpd

