

**Intergovernmental Agreement
Between the City of Delavan and the Town of Delavan
for the Adoption of a Boundary Agreement under Section 66.0301 Wisconsin Statutes**

This Intergovernmental Agreement (the "Agreement") is entered into by and between the CITY OF DELAVAN, a Wisconsin Municipality with offices at 123 South 2nd Street, Delavan, Wisconsin (hereinafter "City"), and the TOWN OF DELAVAN, a Wisconsin Municipality with offices at 5621 Town Hall Road, Delavan, Wisconsin (hereinafter "Town").

The City and the Town may be referred to herein as "Party" or collectively as "Parties."

RECITALS

WHEREAS, Section 66.0301(6) of the Wisconsin Statutes authorizes municipalities to enter into various intergovernmental agreements, including agreements determining boundary lines between them; and

WHEREAS, under Wis. Stat. § 66.0301(6), the terms of this Agreement may be implemented without the requirement of approval by the Wisconsin Department of Administration; and

WHEREAS, the Parties have determined that it is in their mutual interest to approve the terms of this Agreement on all respects; and

WHEREAS, the Parties recognize that intergovernmental cooperation and joint planning provide for the best use of land and natural resources; and

WHEREAS, the Parties agree that it is appropriate to prevent unplanned development leading to urban, ex-urban and rural sprawl; and

WHEREAS, the Parties, independent of this agreement, intend to pursue a cooperative boundary plan pursuant to Wis. Stat. § 66.0307; and

WHEREAS, the Parties are desirous to articulate their mutual cooperation and future harmony in these regards, and enter into this Intergovernmental Agreement.

AGREEMENT

Now therefore, the Parties agree as follows:

SECTION 1
ADOPTION OF AGREEMENT

This Agreement shall become effective and binding upon both parties upon the effective date of this Agreement as provided in Section 2, and the term of this Agreement shall be ten (10) years, or sooner upon the execution of an agreement under Wis. Stat. § 66.0307 or any amendments thereto, except that the expiration of this Agreement shall not affect any boundary changes made during this Agreement. It is the intent of the City and the Town that the Agreement under Wis. Stat. § 66.0307 shall be for a minimum of forty (40) years. Within thirty (30) days following the adoption of this Agreement,

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06/25/2021

Municipal Boundary Review
WI Dept. of Administration

the parties agree that each will adopt a resolution pursuant to Wis. Stat. § 66.0307(4)(a) indicating its intent to participate in a cooperative plan under that section.

SECTION 2 EFFECTIVE DATE

This Agreement shall become effective thirty-one (31) days after publication by both the City and the Town of this Agreement as a Class 1 Notice as required by Wis. Stat. § 66.0301(6)(c)(1). Neither Party shall publish this Agreement unless and until both Parties have done all of the following in compliance with Wis. Stat. § 66.0301(6):

- a) Published a Class 1 Notice of public hearing on this Agreement under Chapter 985 of the Wisconsin Statutes;
- b) Held a public hearing on this Agreement in accordance with the published notice;
- c) Approved this Agreement by resolution adopted by the governing body following the public hearing;

SECTION 3 DEFINITIONS

- a) General words in this Intergovernmental Agreement, unless technical in nature or otherwise defined herein, are given their common, ordinary, dictionary meaning.
- b) Special. For purposes of this Intergovernmental Agreement, the following words or phrases have the following, respective meanings:
 1. The term City, Town, Party, or Parties have the meanings given in the introduction of this Agreement.
 2. "City Growth Area" means the area currently in the Town subject to annexation into the City pursuant to the map attached to this Agreement and all lands to the northwest of the orange line of demarcation on the map attached as Exhibit A, and as legally described on Exhibit B, shall be under the zoning, platting, land use, and other control of the City. Upon annexation a property becomes part of the City and shall no longer be defined as part of the City Growth Area.
 3. "The Town Area Beyond the Line of Demarcation" means all properties to the southeast of the orange line of demarcation as set forth on the map attached as Exhibit A, and as legally described on Exhibit C.
 4. "Agricultural Preservation Area" means the area designated as such as set forth on the map attached as Exhibit A and as legally described on Exhibit D and shall be deemed to be zoned as the Rural Holding District as defined in the City of Delavan Zoning Ordinance.
 5. "Develop" or "Development" refers to any and all divisions of land, including, but not limited to, subdivision plats, certified survey maps, or construction of more than one principal structure on a parcel of land, or rezoning a parcel from a residential or agricultural classification to a more intense residential classification or a nonresidential classification, or granting use (but not area) variances. The use or

division of land by the Town or City for governmental purposes does not constitute development.

6. "Exhibits" referred to in this agreement are attached to the plan and incorporated as part of the plan.

SECTION 4 ISSUES, PROBLEMS, OPPORTUNITIES

The City and the Town adopt this Agreement in response to a number of issues which have arisen. Walworth County enjoys one of the fastest growth rates of any county in the State of Wisconsin. The Town and City wish to adopt policies designed to respond to these growth pressures in an attempt to manage the growth so that it proves to be a benefit to the communities rather than a detriment. This Agreement will address issues and problems and create opportunities as noted in the subsections below:

- a) Maintain positive relationships between the City and Town through defining boundaries. The City and the Town have enjoyed a good relationship and have shared a school district. They share a common business and social community and desire to maintain those ties. The City and the Town believe that entering into an Agreement will create certainty as to the future relationship between the communities and avoid animosity which otherwise might diminish the good relationship they enjoy.
- b) Assure orderly and economic development of the City and Town within the planning area. The Town and City agree that the portion of the development located within the City Growth Area can best be accommodated by using urban services. Therefore, the City and the Town agree that the defined development set forth in the City Growth Area shown on Exhibit A shall occur in compliance with the provisions of this Agreement.
- c) Capital infrastructure improvements typically require a planning, design and construction timeline of several years in length. This Agreement will enable the City to confidently plan and design for any potential extension of City utilities into the City Growth Area. The timely extension of the infrastructure will be greatly enhanced by the plan.

SECTION 5 CITY GROWTH AREA

1. The Parties hereby agree that the property legally described as set forth on attached Exhibit B shall become the Growth Area for the City. These areas may be brought into the City by annexation pursuant to methods as set forth in the Wisconsin Statutes. The City shall have no obligation to extend municipal services, such as sewer and water service, to areas in the City Growth Area which have not been annexed to the City.
2. The following conditions and restrictions shall govern the use of land and the actions of the City and the Town in the City Growth Area concerning rezonings, conditional use permits, subdivision plats, certified survey maps, and any and all other land use regulations which are defined as "development proposals." To that end, the Parties hereby agree as follows:

- a) Within 90 days following the effective date of this agreement, the Town shall take required action to amend its Comprehensive Plan as it applies to the City Growth Area. The amendment shall change the land use classifications in the Town's comprehensive plan for the area legally described on Exhibit B to conform the same to the provisions of the City's comprehensive plan for that area. The Town's comprehensive plan shall formally describe and explain that the Town has determined that it is in the public health, safety and welfare that they yield and defer any and all comprehensive planning, zoning and development authority in the City Growth Area to the City. The Town shall not approve any land division, zoning map amendment, conditional use, or variance for any property located in the City Growth Area.
- b) The City's extraterritorial zoning authority shall be used in the City Growth Area. Any and all initial and ongoing zoning in the City Growth Area shall be determined by a comprehensive zoning ordinance adopted pursuant to the provisions of Wis. Stats. §62.23(7a).
 - a. The Town shall appoint three members of the Town Board to serve on the joint extraterritorial zoning committee established pursuant to Wis. Stats. §62.23(7a)(c).
 - b. Neither the Town nor its appointees shall oppose the City's adoption of district plan and regulations in substantial conformance with Exhibit E attached hereto.
 - c. Neither the Town nor its appointees shall oppose the City's adoption of amendments to the districts and regulations proposed by the City or City Plan Commission during the term of this agreement.
- c) The Town shall not adopt any official map provisions for the City Growth Area. The Town may request the depiction of municipal facilities in the City Growth Area on the City's official map, however, the City is not obligated to place the same thereon.
- d) The Town shall not oppose any and all annexations to the City of Delavan of real property located in the City Growth Area and specifically waives any and all objections, rights and notifications it may have under the Wisconsin statutes and local and county ordinances regarding the annexation of real property located within the City Growth Area.
- e) The City's comprehensive plan shall depict any and all land uses contained within the City Growth Area.
- f) The City shall have any and all discretion and authority for the official mapping of the City Growth Area.
- g) Any and all forms of annexation may occur in the City Growth Area, and do not have to be contiguous to the City limits of the City, unless specifically required by the Wisconsin statutes.

SECTION 6
TOWN AREA BEYOND THE LINE OF DEMARCATION

1. The parties hereby agree that the property legally described as set forth on attached Exhibit C shall become the Town Area Beyond the Line of Demarcation for the Town. The parties anticipate that development in these areas will be regulated by the Town. The City hereby agrees not to approve annexation except upon petition of the property owner, or a boundary adjustment affecting any part of the area described in Exhibit C prior to the end of the ten-year

period set forth herein except as may be otherwise provided for in the contemplated future Boundary agreement under Wis. Stats. § 66.0307.

2. The City expressly waives any objection to the plat of Shores of Delavan Lake. The City further agrees, to the extent necessary to complete the platting process for that subdivision, to take required action to grant extraterritorial plat review approval of said plat and to grant such other approvals as may be reasonably required.
3. The following conditions and restrictions shall govern the use of the land and the actions of the Town and the City in the Town Area Beyond the Line of Demarcation concerning rezonings, conditional use permits, subdivision plats, certified survey maps, and any and all other land use regulations:
 - a) The City shall not include the Town Area Beyond the Line of Demarcation to the Town in its comprehensive plan. The City agrees to amend its comprehensive plan to exclude this area to the extent it is currently included in the City's comprehensive plan. The City's comprehensive plan shall specifically depict the Town Area Beyond the Line of Demarcation as "beyond the City's planning area" and the text of the City's comprehensive plan shall set forth that the City has determined that it is in the public health, safety and welfare that they yield and defer any and all comprehensive planning, zoning and development authority in the Town Area Beyond the Line of Demarcation to the Town.
 - b) The Town shall have sole discretion as to whether to use county zoning or town zoning in the Town Area Beyond the Line of Demarcation, and shall have sole discretion to determine what zoning districts shall be used in the Town Area Beyond the Line of Demarcation.
 - c) Any and all land divisions shall be at the Town's discretion and the City shall have no authority to make any recommendations in the Town Area Beyond the Line of Demarcation.
 - d) The Town shall solely adopt any and all official map provisions for the Town Area Beyond the Line of Demarcation.
 - e) The City shall have no zoning authority, no land division authority, and no official mapping authority in the Town Area Beyond the Line of Demarcation and hereby expressly waives any statutory authority the City may have to exercise such authority in the Town Area Beyond the Line of Demarcation.

SECTION 7

AGRICULTURAL PRESERVATION AREA

1. The parties hereby agree that the property legally described as set forth on attached Exhibit D shall become the Agricultural Preservation Area in the Town. These areas are intended to remain within the Town, however, said properties are to remain as existing agricultural or permitted open space land uses throughout the term and duration of this Agreement. Any and all initial and ongoing zoning in the Agricultural Preservation Area shall be determined by a comprehensive zoning ordinance adopted by the parties pursuant to the provisions of Wis. Stat. § 62.23(7a), as set forth on attach Exhibit E. The comprehensive zoning ordinance shall preserve existing uses as identified on Exhibit F throughout the term and duration of this agreement unless otherwise expressly agreed by the City and the Town.

2. Town powers in the Agricultural Preservation Area. The Town shall hereby exercise the following powers within the Agricultural Preservation Area, said area as legally described on Exhibit D:
 - a) The Town shall amend its comprehensive plan to depict said area set forth on attached Exhibit D as agricultural preservation, except as said area has already been developed.
 - b) The City's extraterritorial zoning shall be used in said area as provided in paragraph 1 of this section. Except for agricultural uses, no rezoning shall occur and no conditional use permit shall be issued relating to property in this area, without the express approvals of the governing bodies of both the Town and the City.
 - c) It is the intention of the parties to limit land divisions in order to preserve existing parcels of 35 or more acres in area.
 - i. The Town, with consent of the City, may authorize the division of parcels less than 35 acres in size such that no resulting parcel is less than 5 acres in size.
 - ii. In exercising this authority, the Town shall consider the zoning designation of the parcel pursuant to the extraterritorial zoning authority, the current and historic use of the parcel and the suitability of the parcel for agricultural or related uses.
 - d) The Town may hereby adopt an official map provision for said Agricultural Preservation Area.

3. The City shall hereby exercise the following powers in the Agricultural Preservation Area, said area as legally described on Exhibit D:
 - a) The City shall hereby adopt a comprehensive plan which shall depict said area as an Agricultural Preservation Area, except as said area has already been developed.
 - b) The City's extraterritorial zoning shall be used in said area as provided in paragraph 1 of this section.
 - c) The City may grant or withhold consent for land divisions of parcels smaller than 35 acres in size as if authorized by the Town pursuant to paragraph (2)(c).
 - d) The City may hereby adopt an official map provision for said Agricultural Preservation Area.
 - e) The City hereby agrees not to annex any of the properties set forth in said Agricultural Preservation Area as set forth as legally described on attached Exhibit D for the duration of this Agreement.

SECTION 8
NO CONTRADICTION TO THIS AGREEMENT

The parties hereby agree that they shall not enter into any other intergovernmental agreements, development agreements, contracts, and shall not pass any other ordinances which contradict the terms and conditions of this Agreement. The parties hereby agree that this agreement shall not affect any other agreement currently in existence, or any extension of said agreements with any other municipality.

SECTION 9
NO CHALLENGES TO THIS AGREEMENT; REMEDIES

1. Challenge to the Agreement.
 - a) Both the City and Town waive any and all rights each may have to commence or maintain any civil action or other proceeding to contest, invalidate or otherwise challenge this Agreement or any of the actions required or contemplated by this Agreement, or to take any actions, either directly or indirectly, to oppose in any other way, or to initiate, promote or support the opposition of this Agreement or any of the actions required or contemplated by this Agreement.
 - b) In the event of a court action by a third party challenging the validity or enforceability of the Agreement or any of its provisions, both the City and Town shall fully cooperate to vigorously defend the Agreement.
 - i. If only the City or the Town is named as a party to the action the other shall seek to intervene and the named party shall support such intervention.
 - ii. No settlement of such an action shall be permitted without the approval of the governing bodies of both the City and Town.
 - iii. The cost to defend the Agreement shall be shared equally.
 - c) A challenge to the Agreement by one of the Parties or a failure to vigorously defend the Agreement constitutes a breach of the Agreement.
2. Remedies. In the event of a breach of this Agreement.
 - a) Either the City or Town may seek specific performance of this Agreement in addition to any other remedies available at law or in equity.
 - b) The breaching municipality shall pay the other's attorney fees reasonably incurred in seeking remedies for the breach.
 - c) If the breach involves development or an annexation or a challenge to an annexation, all taxes, assessments and other revenues realized by the breaching municipality from the subject property during the remaining term of the Agreement shall be paid to the other municipality to the extent of its mill rate for the relevant time periods. Utilities, special assessments and other non-general taxes shall not be affected. To the extent necessary, the parties shall jointly retain counsel to represent their interests in this matter.
3. Mediation. In the event that the parties are unable to resolve a dispute as to the meaning or application of this Agreement, or either party believes there has been a breach by the other party, the parties shall participate in mediation of the dispute. The mediator shall be an impartial individual chosen jointly by the parties. The parties shall attempt in good faith to avoid the need for litigation of disputes through mediation. This paragraph, however, does not preclude either party from instituting litigation if necessary in the opinion of the party for the protection of the party's interests.

SECTION 10
THIRD-PARTY CIVIL ACTIONS

In the event of a court action by a third party challenging the validity or enforceability of this Agreement, the City and Town shall fully cooperate to vigorously defend this Agreement. If only one party is named to the relevant action, the other party shall seek to intervene and the named party shall

support such intervention. No settlement of any such action is permitted without the approval of the governing bodies of both the City and the Town. The workload to defend this Agreement shall be shared equally by the City and the Town. Failure to comply with any of the preceding requirements of this paragraph shall constitute a breach.

SECTION 11
TOWN AGREES NOT TO INCORPORATE

Throughout the period of this Agreement, the Town shall not seek to incorporate any area within the legal confines of the Town without a supporting resolution which has been approved unanimously by all members of the City of Delavan Common Council. The Town shall remain a Township as provided for under Wis. Stats. Ch. 60.

SECTION 12
AMENDMENT

This Agreement may be amended by the approval of a written amendment by the parties.

SECTION 13
GOOD FAITH AND FAIR DEALING

The City and the Town hereby acknowledge that this Agreement imposes upon each of them a duty of good faith and fair dealing in its implementation.

SECTION 14
INVALID OR INEFFECTIVE ORDINANCE

In the event that any Ordinance, including but not limited to any annexation and zoning Ordinances, which parties are required or entitled to enact and/or enforce by this Agreement is adjudged by any court of competent jurisdiction to be invalid or ineffective, in whole or in part, the City and Town shall promptly meet to discuss how they might satisfy the intent of this Agreement by alternative means, including, without limitation, enacting another ordinance designed to satisfy the court's objections. The Town and City shall use their best efforts to find, design and implement a means of successfully accomplishing the intent of this Agreement. If necessary, they shall negotiate appropriate amendments of this Agreement to maintain, as closely as possible, the original terms, intent and balance of benefits and burdens of this Agreement. In the event they are not able to reach Agreement in such situation, either the City or Town may, by thirty (30) days written notice to the other, require submission of such dispute to an impartial mediator, to be mutually selected during such thirty (30) day period, for mediation as provided in subsection 9-3 of this Agreement.

SECTION 15
IMPLEMENTATION

The Town and the City shall each take such actions as may be necessary or desirable to implement and effectuate the provisions and intent of this Agreement.

SECTION 16
MISCELLANEOUS INTERPRETATION

1. References. Any references in this Agreement to any particular agency, organization or officials shall be interpreted as applying to any successor agency, organization or official or to any other agency, organization or official to which contemplated functions are transferred by statute or ordinance. Any references in this Agreement to any particular statute or ordinance shall be interpreted as applying to such statute or ordinance as recreated or amended from time to time.
2. Section Titles. Section and subsection titles in this Agreement are provided for convenience only and shall not be used in interpreting this Agreement.
3. Governing Law. This Agreement shall be governed by, construed, interpreted and enforced in accordance with the laws of the State of Wisconsin.
4. Interpretation. If any term, section or other portion of this Agreement is reviewed by a court or other judicial or *quasi*-judicial entity, such entity shall treat this Agreement as having been jointly drafted by both the City and Town. By the terms of this Agreement, neither municipal party shall benefit from not having drafted this document.
5. Entire Agreement. The entire Agreement of the City and Town is contained in this Agreement and it supersedes any and all oral representations and negotiations between the municipalities.

SECTION 17
NON-DISCRIMINATION

In the performance of the services under this Agreement, the City and the Town agree not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national origin, ancestry, income level, source of income, arrest record, conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs, or student status. The City and the Town further agree not to discriminate against any subcontractor or person who offers to subcontract on this Plan because of race, religion, color, age, disability, sex or national origin.

SECTION 18
NOTICES

All notices required by or relating to this Agreement shall be in writing. Each notice shall specifically refer to this Agreement by name and shall refer specifically to the number of the section(s), subsection(s), paragraph(s) or subparagraph(s) to which the notice relates. Any such notice shall be delivered in person to the Clerk of the municipality receiving the notice or to the person apparently in charge of the Clerk's office during normal business hours, or shall be mailed to such Clerk by certified mail, return receipt requested (or equivalent private delivery service). Each notice to Town shall be addressed as follows: Town Clerk, 5621 Town Hall Road, Delavan, WI 53115. Each notice to the City shall be addressed as follows: City of Delavan Clerk, City Hall, 123 S. 2nd Street, Delavan, WI 53115. Each

municipality may change its address (or add addresses for facsimile, electronic mail or other communications media), for purposes of this Agreement, by written notice to the other pursuant to this paragraph. Each notice shall be effective upon delivery in person, or mailing, or upon actual receipt without regard to the method of transmission, whichever occurs first.

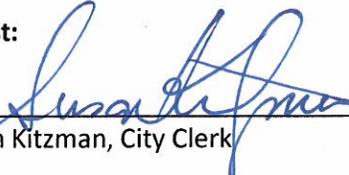
SECTION 19
GOOD FAITH DEALINGS

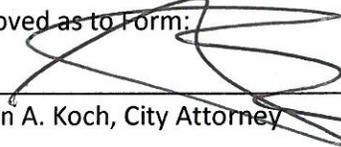
The parties shall cooperate in good faith to implement this Agreement. The parties agree that they will not oppose this Agreement in any way privately or publicly, either when communicating with any government agency that is charge with review or evaluation of any part of this agreement.

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

CITY OF DELAVAN

By: 
Mel Nieuwenhuis, Mayor

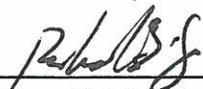
Attest: 
Susan Kitzman, City Clerk

Approved as to Form: 
Steven A. Koch, City Attorney

STATE OF WISCONSIN)
) SS.
COUNTY OF WALWORTH)

Personally cam before me this 27th day of June, 2016, the above-named Mel Nieuwenhuis, Mayor, and Susan Kitzman, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Subscribed and sworn to before me
this 27th day of June, 2016.


Notary Public, State of Wisconsin
My commission expires: is permanent

TOWN OF DELAVAN

By:

Ryan Simons
Ryan Simons, Town Chair

Attest:

Dixie Bernstein
Dixie Bernstein, Town Clerk

Approved as to Form:

Richard Scholze
Richard Scholze, Town Attorney

STATE OF WISCONSIN)
)ss
COUNTY OF WALWORTH)

Personally cam before me this 27th day of June, 2016, the above-named Ryan Simons, Town Chair, and Dixie Bernstein, Town Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Subscribed and sworn to before me
this 27th day of June, 2016 .

Richard Scholze
Notary Public, State of Wisconsin

My commission expires: is permanent

EXHIBIT A
City of Delavan - Town of Delavan
Intergovernmental Agreement

DRAFT

June 21, 2016

-  City of Delavan (as of June 2016)
-  City Growth Area
-  Agricultural Preservation Area
-  Line of Demarcation
-  Town Area Beyond Line of Demarcation
-  Town Area Beyond This Agreement

Other Municipal ETZ Agreement Areas

Other Information:

-  Other City and Village Boundaries (June 2016)
-  Township Boundaries
-  Parcels
-  Urban Service Area Boundaries
-  Municipal Extraterritorial Jurisdiction Boundary (Statutory)
-  Joint City of Delavan and City of Elkhorn ETJ and Annexation Limit per 1999 Intergovernmental Agreement

-  Interstate Highway
-  Major Roads
-  Local Roads
-  Railroads
-  Surface Water



Date: June 21, 2016
 Source: SEWRPC, WIDNR,
 Walworth County LJC,
 US DOT, V&A

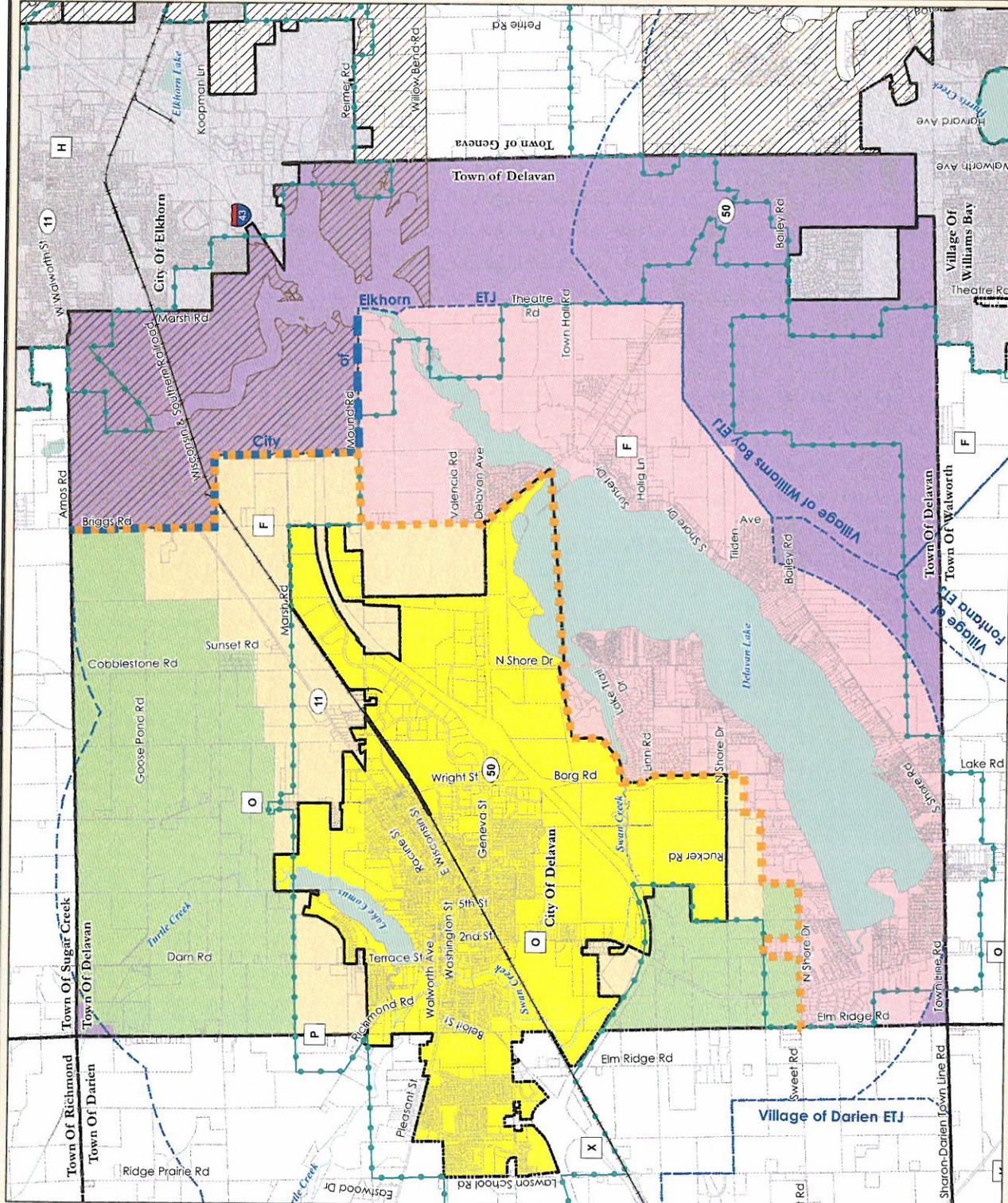


Exhibit B – City Growth Area

Section I

All that portion of the Town of Delavan located in the southwest $\frac{1}{4}$ and the southeast $\frac{1}{4}$ of Section 7, T2N, R16E.

Section II

All that portion of the Town of Delavan located in the southwest $\frac{1}{4}$ and the southeast $\frac{1}{4}$ of Section 19, T2N, R16E, lying north of Interstate 43.

Section III

All that portion of the Town of Delavan located in the northeast $\frac{1}{4}$ of the southeast $\frac{1}{4}$ of Section 30, T2N, R16E; and all that portion of the Town of Delavan located in the northwest $\frac{1}{4}$ and northeast $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of Section 29, T2N, R16E; and all that portion of the Town of Delavan located in the north $\frac{1}{2}$ of the northwest $\frac{1}{4}$ of the southeast $\frac{1}{4}$ of Section 29, T2N, R16E.

Section IV

All that portion of the Town of Delavan located in Section 8, T2N, R16E, excepting the northwest $\frac{1}{4}$ and northeast $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of said section 8; and all that portion of the Town of Delavan located in Section 9, T2N, R16E, excepting the northwest $\frac{1}{4}$ and the northeast $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of said section 9; and further excepting the Sunset Acres Subdivision of said section 9; and all that portion of the Town of Delavan located in Section 10, T2N, R16E; and all of that portion of the Town of Delavan located in the southwest $\frac{1}{4}$ of Section 3, T2N, R16E; and all that portion of the Town of Delavan located in the northwest $\frac{1}{4}$ and the southwest $\frac{1}{4}$ of Section 15, T2N, R16E; and all that portion of the Town of Delavan located in Section 16, T2N, R16E.

Exhibit C – Town Area Beyond the Line of Demarcation for the Town

All that portion of the Town of Delavan located in Section 14, T2N, R16E; and all that portion of the Town of Delavan located in the northeast $\frac{1}{4}$ and the southeast $\frac{1}{4}$ of Section 15, T2N, R16E; and all that portion of the Town of Delavan located in the southeast $\frac{1}{4}$ of Section 20, T2N, R16E; and all that portion of the Town of Delavan located in Section 21, T2N, R16E; and all that portion of the Town of Delavan located in Section 22, T2N, R16E; and all that portion of the Town of Delavan located in Section 23, T2N, R16E; and all that portion of the Town of Delavan lying within 1- $\frac{1}{2}$ miles of the City of Delavan limits located in Section 26, T2N, R16E; and all that portion of the Town of Delavan lying within 1- $\frac{1}{2}$ miles of the City of Delavan limits located in Section 27, T2N, R16E; and all that portion of the Town of Delavan lying within 1- $\frac{1}{2}$ miles of the City of Delavan limits located in Section 31, T2N, R16E; and all that portion of the Town of Delavan lying within 1- $\frac{1}{2}$ miles of the City of Delavan limits located in Section 32, T2N, R16E; and all that portion of the Town of Delavan lying within 1- $\frac{1}{2}$ miles of the City of Delavan limits located in Section 33, T2N, R16E; and all that portion of the Town of Delavan lying within 1- $\frac{1}{2}$ miles of the City of Delavan limits located in Section 34, T2N, R16E; and all that portion of the Town of Delavan located in the northeast $\frac{1}{4}$ and the southeast $\frac{1}{4}$ of Section 29, T2N, R16E; and all that portion of the Town of Delavan located in the northeast $\frac{1}{4}$, the southeast $\frac{1}{4}$, the southwest $\frac{1}{4}$, and the south $\frac{1}{2}$ of the northwest $\frac{1}{4}$ of the southeast $\frac{1}{4}$ of Section 29, T2N, R16E; and all that portion of the Town of Delavan located in the west $\frac{1}{2}$ of the southwest $\frac{1}{4}$ of the southeast $\frac{1}{4}$ of Section 30, T2N, R16E.

Exhibit D – Agricultural Preservation Area in the Town

Section I

All that portion of the Town of Delavan lying within 1-½ miles of the City of Delavan limits located in the northwest ¼ of Section 3, T2N, R16E; and all that portion of the Town of Delavan lying within 1-½ miles of the City of Delavan limits located in Section 4, T2N, R16E; and all that portion of the Town of Delavan lying within 1-½ miles of the City of Delavan limits located in Section 5, T2N, R16E; and all that portion of the Town of Delavan lying within 1-½ miles of the City of Delavan limits located in Section 6, T2N, R16E; and all that portion of the Town of Delavan located in the northwest ¼ and the northeast ¼ of Section 7, T2N, R16E; and all that portion of the Town of Delavan located in the northwest ¼ and the northeast ¼ of the northwest ¼, and the northwest ¼ and the northeast ¼ of the northeast ¼ of Section 8, T2N, R16E; and all that portion of the Town of Delavan located in the northwest ¼ and the northeast ¼ of the northwest ¼ of Section 9, T2N, R16E.

Section II

All that portion of the Town of Delavan located in the southwest ¼ and the southeast ¼ of Section 19, T2N, R16E, lying south of Interstate 43; and all that portion of the Town of Delavan located in Section 30, T2N, R16E, excepting the northeast ¼ of the southeast ¼ of said section 30, and also excepting the west ½ of the southwest ¼ of the southeast ¼ said section 30.

CHAPTER 25: EXTRATERRITORIAL ZONING

Section 25.001 Intent, Scope and Authority

- (1) The purpose of this Extraterritorial Zoning Chapter is to promote the public health, safety, morals and general welfare and to provide sound controls over land uses within the areas over which the governing body of the City of Delavan has jurisdiction pursuant to Section 62.23(7a), Wis. Stats. This purpose is consistent with the City of Delavan's current Zoning Ordinance, which provides for the orderly development of the City and its environs. This Chapter and map for the area described under Section 25.002 of this Chapter have been approved by the Joint Extraterritorial Zoning Committee of the Town of Delavan and City of Delavan, and all necessary public hearings have been held and approving actions taken by the Town of Delavan and City of Delavan.
- (2) The restrictions and requirements proposed by this Chapter shall be deemed the minimum necessary to conserve the value of land and buildings and encourage the most appropriate use of land, to lessen congestion in the streets, secure safety from fire, panic and other dangers, promote health and general welfare, provide adequate light and air, prevent overcrowding of land, avoid undue concentration of population, and facilitate the adequate provision of transportation, water, sewage, schools, parks and other public requirements. Should this Chapter be found in conflict with any state statute, local ordinance or regulation or any existing easement, covenant or agreement, or any permit previously issued pursuant to law applicable to the use of any land or structure in the area specified in Section 25.002, the more stringent law, ordinance, regulation, restriction or requirement shall govern.
- (3) The provisions of this Chapter shall apply to all structures, land, water and air within the unincorporated extraterritorial boundaries described in Section 25.002 of this Chapter.

Section 25.002 Description of Extraterritorial Zoning Map and Boundaries

- (1) The City of Delavan hereby adopts and approves the boundaries as submitted by the Joint Extraterritorial Zoning Committee of the City of Delavan and the Town of Delavan and described in the "City of Delavan - Town of Delavan Extraterritorial Zoning Map" dated June 2016, on file for public reference in the office of the City Clerk.
- (2) The Extraterritorial Zoning Map has been approved as to form and content by the Town of Delavan. In the event of any mistake or error, said boundary map shall represent and control in describing the general exterior boundaries of the City of Delavan extraterritorial zoning area. However, in the event of any dispute, a court of competent jurisdiction determining whether an area is included within or excluded from the extraterritorial zoning area shall refer to Section 62.23(7a)(a), Wis. Stats., which requires all boundary lines to follow government lot or survey section or fractional section lines or public roads. The court shall also refer to the common law and the case law interpreting Section 62.23(7a)(a), Wis. Stats., and related provisions.

Section 25.003 Use Regulations and Districts from the Walworth County Zoning Ordinance

- (1) The use regulations and districts in the shorelands within the extraterritorial zoning boundaries of the City of Delavan shall be the same as stated in the Walworth County Shoreland Zoning Ordinance and in the non-shorelands shall be the same as in the Walworth County Zoning Ordinance.
- (2) The following sections of the Walworth County Shoreland Zoning Ordinance with respect to shorelands and of the Walworth County Zoning Ordinance with respect to non-shorelands as amended are made a part of this Chapter and are adopted by reference as it fully set forth herein:

Title	Walworth County Chapter 74, Article II: Zoning Ordinance	Walworth County Chapter 74, Article III: Shoreland Zoning Ordinance
Sanitary Regulations	Div. 2: 74-165	Div. 2: 74-40
Floodplain Regulations	Div. 2: 74-166	n/a
Shoreland Regulations	Div. 2: 74-167	n/a
Steep Land Regulations	Div. 2: 74-168	Div. 2: 74-43
Erodible Land Regulations	Div. 2: 74-169	Div. 2: 74-43.1
Soil Capability Regulations	Div. 2: 74-170	Div. 2: 74-43.2
Pet and Animal Regulations	Div. 2: 74-171	Div. 2: 74-44
Zoning Districts	Div. 3	Div. 3
Conditional Uses	Div. 4	Div. 4
Traffic, Parking and Access	Div. 5	Div. 5
Signs	Div. 6	Div. 6
Modifications	Div. 9	Div. 9
Definitions	Div. 13	Div. 13

- (3) Wherever these adopted sections refer to County Zoning Administrator or County Park and Planning Commission, the terms shall mean City Zoning Administrator and Common Council respectively.
- (4) The fees referred to in the adopted sections shall be inapplicable, all fees to be governed by Section 24.935 of Delavan Zoning Ordinance, as amended from time to time.
- (5) All conditional uses shall be authorized by the Common Council after review and recommendation by the Joint Extraterritorial Zoning Committee.
- (6) This Section is not intended and shall not be construed to relinquish to Walworth County any authority to administer zoning within the City of Delavan's extraterritorial zoning boundaries and is intended to be specifically to the contrary. The City retains full zoning authority and responsibility granted to it pursuant to Section 62.23(7a), Wis. Stats., and further specifically states that preservation of existing use regulations and districts is adopted for the sole purpose of facilitating ease of administration and minimizing confusion. No section of the Walworth County Shoreland Zoning Ordinance or of the Walworth County Zoning Ordinance relating to authority or enforcement is adopted, nor are any other sections of said ordinance not relating to the specific use regulations and districts enumerated above adopted pursuant to this Chapter.

Section 25.004 Other Zoning Requirements and Procedures

- (1) To ensure consistent equitable and proper administration of extraterritorial zoning by the City of Delavan and to avoid changes in zoning restrictions on lands that are annexed to the City, the following Sections of Chapters 21, 23, and 24 relating to zoning are hereby made a part of this Chapter and are adopted by reference as if fully set forth herein:

Chapter 21-0	Introduction
Chapter 23-7	Performance Standards
Section 23.207	Nonconforming Uses
Section 23.307	Nonconforming Developments
Section 23.408	Substandard Lots
Section 23.409	Nonconforming Structures and Buildings

- (2) Wherever these adopted Chapters refer to the City Plan Commission, said term shall mean the Joint Extraterritorial Zoning Committee.

Section 25.005 Farmland Preservation Program

- (1) The City of Delavan and the Town of Delavan, by the adoption of the ordinance codified in this chapter, do not intend to effect any change in the Farmland Preservation Program adopted by Chapter 91, Wis. Stats. Adoption of the ordinance codified in this chapter is not intended to affect eligibility of current or future participants. The City hereby accepts responsibility for administering the Farmland Preservation Program locally pursuant to Sections 62.23 and 91.73(l), Wis. Stats., in cooperation with the Walworth County Zoning and Planning Offices. The City hereby specifically adopts the exclusive agricultural zoning district areas contained within current versions of the Walworth County Zoning Ordinance and the Walworth County Shoreland Zoning Ordinance. Zoning certificates issued pursuant to Chapter 91, Wis. Stats., shall be henceforth issued by the City of Delavan Zoning Administrator or the Walworth County Zoning Administrator, if pursuant to agreement between Walworth County and the City of Delavan.
- (2) The following regulations shall apply to lands zoned for exclusively agricultural use under the A-1 Prime Agricultural Land District:
- (a) No structure or improvement may be built on the land unless consistent with agricultural uses.
 - (b) Special exceptions and conditional uses may only be granted for those agricultural-related, religious, or other utility, institutional or governmental uses which do not conflict with agricultural use and are found to be necessary in light of the alternate locations available for such uses.
 - (c) The City may approve petitions for rezoning areas zoned for exclusive agricultural use or for special exceptions or conditional uses in such areas only after findings are made based upon consideration of the following:
 - 1. Adequate public facilities to accommodate development either exist or will be provided within a reasonable time;
 - 2. Provision of public facilities to accommodate development will not place an unreasonable burden on the ability of affected local units of government to provide them;
 - 3. The land proposed for rezoning is suitable for development and development will not result in undue water or air pollution, cause unreasonable soil erosion or have an unreasonably adverse effect on rare or irreplaceable natural areas.

Section 25.006 Official Zoning Map

The official extraterritorial zoning map of the City of Delavan is an integral part of this Chapter. The single official copy of this map titled "City of Delavan - Town of Delavan Extraterritorial Zoning Map" together with a copy of the ordinance codified in this chapter shall be kept at the office of the City Clerk and shall be available for public inspection during office hours. The map shall be certified by the City of Delavan Mayor and attested by the City Clerk. Any changes in zoning district boundaries shall be recorded on the map and the legal description of said changes filed with the City Clerk.

EXHIBIT F
City of Delavan - Town of Delavan
Extraterritorial Zoning Map

DRAFT
 June 20, 2016

-  City of Delavan Extraterritorial Zoning
-  City of Delavan (as of June 2016)
- Areas Subject to City of Delavan Extraterritorial Zoning:**
 -  City Growth Area
 -  Agricultural Preservation Area
- Other Information:**
 -  Other City and Village Boundaries (June 2016)
 -  Township Boundaries
 -  Parcels
 -  Urban Service Area Boundaries
 -  Sections

-  Interstate Highway
-  Major Roads
-  Local Roads
-  Railroads



Date: June 20, 2016
 Source: SEAVR/C, WIDNR,
 Walworth County LTO,
 USGS, US DOT, V&A

