

1 **INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE TOWN OF**
2 **OCONOMOWOC, TOWN OF OCONOMOWOC UTILITY DISTRICT NO. 1, AND THE**
3 **VILLAGE OF LAC LA BELLE**
4

5 The Town of Oconomowoc, a town located in Waukesha County, Wisconsin (the “Town”),
6 the Town of Oconomowoc Utility District No. 1, a utility district operating in Waukesha County,
7 Wisconsin (the “Utility District”), and the Village of Lac La Belle, a Wisconsin municipal
8 corporation located in Waukesha and Jefferson Counties, Wisconsin (the “Village”) hereby enter
9 into this Intergovernmental Agreement (this “Agreement”) under the authority of Wis. Stat §
10 66.0301.
11

12 **RECITALS**
13

14 A. The Village was incorporated in 1931 from territory that had previously been part
15 of the Town.
16

17 B. Effective January 1, 2020, the Village and Town entered into an Intergovernmental
18 Cooperation Agreement in which the Town, through the Town Police Department, agreed to
19 provide police protection services to the Village.
20

21 C. In 2022 and 2023, the Village advised the Town that the Village was having
22 difficulty seating various committees and commissions, filling leadership positions, and providing
23 necessary services to Village residents.
24

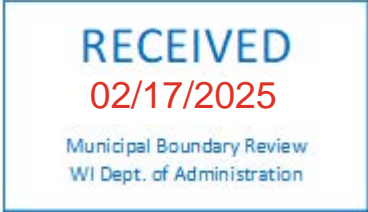
25 D. Effective November 9, 2023, the Village and Town entered into an
26 Intergovernmental Agreement for Clerk, Accounting, Treasurer, Public Works, and Space
27 Utilization Services in which the Village utilized the Town’s Clerk and Department of Public
28 Works to perform the same roles on the Village’s behalf, together with making available the Town
29 Hall for Village meetings and elections.
30

31 E. The Village does not own a public building to manage ongoing Village business,
32 and instead, utilizes public buildings owned by the Town to conduct Village elections and perform
33 other statutory obligations required of the Village.
34

35 F. The Town and Village have since determined that the more appropriate approach is
36 to enter into this Agreement under Wis. Stat. § 66.0301 to facilitate intergovernmental cooperation
37 and adjust municipal boundaries in a manner that would allow the Village to seat a full Village
38 Board and continuously provide all necessary services for Village residents.
39

40 G. The Town and the Village wish to change the boundary line separating the Town
41 and the Village, so that the major portion of the Town transfers jurisdiction to the Village, and that
42 a smaller portion of the Town (known as the Town Remnant) remains under the jurisdiction of the
43 Town for at least a period of time.

BDA10782



44 H. The Town Remnant will not be included in the initial jurisdictional transfer of land
45 from the Town to the Village in order to provide such owners the opportunity to annex their
46 properties to another municipality, or demonstrate a willingness and ability to remain independent.
47

48 I. The Town and Village wish to enter into this Agreement in which the Village will
49 continue to provide the Municipal Services for the benefit of the Town Remnant after the Effective
50 Date.
51

52 J. No jurisdictional change will occur for at least 30 days after this Agreement is
53 signed by the parties, and all or a portion of the Town Remnant may remain after any jurisdictional
54 change occurs, so it is imperative that this Agreement also address future operational issues, such
55 as shared governance, apportionment of assets, revenues, costs, and liabilities, and the provision
56 of services to residents and property owners of the Town and Village.
57

58 K. Wis. Stat. § 66.0301 enables municipalities to cooperate and contract in a binding
59 fashion for the receipt and furnishing of services, for the joint exercise of powers or duties required
60 or authorized by law, for the apportionment of expenses involved, for the adjustment of boundary
61 lines, and for the exercise of other duties and rights as stated in Wis. Stat. § 66.0301.
62

63 L. The parties are also entering into this Agreement with the intent to utilize as
64 instructional guidance the intergovernmental agreements at issue in the following cases: (a) *City*
65 *of Kaukauna v. Village of Harrison*, 2015 WI App 73, 365 Wis. 2d 181, 870 N.W.2d 680; and (b)
66 *City of Mayville v. Village of Kekoskee*, 2023 WI App 44, 995 N.W.2d 498 (certiorari denied), a
67 copy of such Opinions are attached to this Agreement as **Exhibit A**.
68

69 M. A joint public hearing was held on this proposed Agreement on November 13, 2024,
70 and said public hearing was noticed in accordance with Wis. Stat. § 66.0301(6)(c).
71

72 NOW, THEREFORE, in consideration of the recitals and mutual promises set forth in this
73 Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is
74 mutually hereby acknowledged, the parties agree as follows:
75

76 **1. Definitions.** In addition to the words and terms elsewhere defined in this
77 Agreement, the following words and terms when used in this Agreement shall have the following
78 meanings:
79

80 “Conditions Precedent” shall mean the enactment of the Triggering Ordinance and the
81 completion of all appointments to the Village Board as described in Section 6 of this Agreement.
82

83 “Effective Date” shall mean the effective date of this Agreement, as determined by the
84 occurrence of the events described in Section 19 of this Agreement.
85

86 “Enactment Date” shall mean the date on which the Triggering Ordinance becomes
87 effective by posting or publication as required by law.
88

89 “Initial Term” shall mean a period of 10 years commencing on the Effective Date.

90 “Municipal Services” shall mean those services provided to residents of the Town and
91 Village, whether by a third-party contract or Village department, including but not limited to,
92 garbage collection, police protection, fire protection, ambulance service, emergency medical
93 services, sanitary sewer and water services, snow removal, and construction and maintenance of
94 public roads, parks, and other public facilities and property.

95
96 “Former Village Territory” shall mean the territory of the Village immediately before the
97 enactment of the Triggering Ordinance.

98
99 “Former Town Territory” shall mean the territory of the Town being transferred to the
100 Village pursuant to the Triggering Ordinance and does not include the Town Remnant.

101
102 “Term” shall mean the period of time commencing on the Effective Date and continuing
103 until this Agreement is terminated pursuant to Section 2 of this Agreement.

104
105 “Triggering Ordinance” shall mean the Ordinance adopted by the Village Board in which
106 the Village and Town’s jurisdictional boundaries, including their shared boundary, shall be adjusted
107 pursuant to Wis. Stat § 66.0301(6)(e), a copy of which is attached as **Exhibit B**.

108
109 “Town” shall mean the Town of Oconomowoc.

110
111 “Town Board” shall mean the Town’s Board of Supervisors.

112
113 “Town Remnant” shall mean the territory of the Town that will remain within the
114 jurisdiction of the Town as of the Enactment Date, which is more particularly described and
115 depicted on the attached **Exhibit C**.

116
117 “Town Remnant Parcel” shall mean a parcel of real estate located in the Town Remnant.

118
119 “Town Remnant Parcels” shall collectively mean all parcels of real estate located in the
120 Town Remnant.

121
122 “Transition Period” shall mean the period of time between the Effective Date and the
123 seating of the new Village Board pursuant to Section 6 of this Agreement.

124
125 “Utility District” shall mean the Town of Oconomowoc Utility District No. 1.

126
127 “Village” shall mean the Village of Lac La Belle.

128
129 “Village Board” shall mean the Village’s Board of Trustees.

130
131 **2. Term.** Upon expiration of the Initial Term, this Agreement shall renew on an annual
132 basis, unless terminated by written agreement signed by the parties or jurisdiction of the Town
133 Remnant Parcels is transferred to the Village or another municipality. Pursuant to 66.0301(6)(b),
134 in all instances, the boundary change as provided in this Agreement and the Triggering Ordinance
135 shall not expire and remain in effect until subsequently changed.

136 **3. Purposes.** This Agreement is intended to achieve the following general purposes:
137 (a) to resolve the Village’s recent inability to fully seat its committees and commissions by
138 increasing the geographic area from which committee and commission members may be
139 appointed; (b) to increase governmental efficiency through the sharing of services that had been
140 provided separately by the Town, and to eliminate duplicative or unnecessary expenditures; (c) to
141 ensure orderly development by combining the land use planning, development, and zoning
142 functions of the Town and Village; and (d) to address the issues described in the above Recitals.

143
144 **4. Boundary Change.**

145
146 (a) **Triggering Ordinance.** As soon after the Effective Date as practicable, the
147 Village shall adopt the Triggering Ordinance adjusting the boundaries between the Town and
148 Village such that the boundaries will reflect those described and depicted on Exhibit 1 attached to
149 the Triggering Ordinance.

150
151 (b) **Town Remnant.**

152
153 (i) **Municipal Services.** The Town Remnant is comprised of 17 Town
154 Remnant Parcels. The Village shall, during the Term, provide to each Town Remnant Parcel the
155 Municipal Services provided to other Town and Village residents during the Term. The Village’s
156 obligation under this Section to a respective Town Remnant Parcel shall: (1) automatically renew
157 on an annual basis following termination of this Agreement; and (2) terminate upon the
158 jurisdictional transfer of that Town Remnant Parcel to the jurisdiction of another incorporated
159 municipality. After the Enactment Date and continuing during the Term, the Town may utilize
160 Village Hall to carry out any of the Town’s official functions or activities.

161
162 (ii) **Special Charges for Municipal Services.** The Town consents to the
163 levying of a special charge or assessment by the Village pursuant to Wis. Stat. § 66.0627 in an
164 amount determined by the Village annually on or before October 1. The special charge or
165 assessment described in this Section shall be an amount reasonably determined to be equal to the
166 cost incurred by the Village for the provision of the Municipal Services to the Town Remnant. In
167 no event shall the amount of the special charge or assessment for a respective Town Remnant
168 Parcel exceed the amount of real estate tax that would have been levied against that Town Remnant
169 Parcel had that Town Remnant Parcel been subject to the Village’s real estate tax levy in the year
170 in which the special charge or assessment is levied.

171
172 (iii) **Jurisdictional Transfer of Town Remnant.** To the extent permitted
173 by law, at any time after the Enactment Date and at any time during the Initial Term, the Village
174 may attach or annex a Town Remnant Parcel or the Town Remnant Parcels pursuant to any legal
175 means set forth in Wis. Stat. Ch. 66, including the adoption of an ordinance under Wis. Stat §
176 66.0301(6)(e). The Town consents, and shall not object to, any attachment or annexation as
177 described in this Section.

178
179 **5. Transition Period.** During the Transition Period, the parties shall not, without the
180 prior written consent of the other, take any of the following action: (a) incur indebtedness, other
181 than refinancing of existing indebtedness; (b) make any capital expenditure in excess of \$25,000;

182 (c) enter into or renew any contract with a term longer than one year; (d) discharge any employee;
183 (e) hire any new employee other than to fill vacancies of any existing position; (f) act on any
184 annexation petition affecting territory subject to this Agreement; (g) exercise any authority within
185 the Village's extraterritorial zoning or land division jurisdiction relating to any part of the territory
186 subject to this Agreement; (h) create a tax incremental district; or (i) apply for a grant. Nothing in
187 this Section shall limit the Town or Village from making any expenditure previously approved by
188 the Town or Village as part of their respective budgets.
189

190 **6. Appointment of Village Board.** The current Town Board consists of five
191 Supervisors, one of whom serves as Town Chairperson. The current Village Board consists of five
192 Trustees, one of whom serves as Village Board President. As soon as practicable after enactment
193 of the Triggering Ordinance, the current Village Board Trustees shall sequentially resign from their
194 respective positions, and the remaining Village Board Trustees shall sequentially appoint the
195 current Town Board Supervisors to fill each vacant Trustee position. It is the intent of this Section
196 that upon completion of this process, the current Town Board Supervisors, each of whom will
197 reside in the Village after enactment of the Triggering Ordinance, will serve as Village Board
198 Trustees, with the current Town Chairperson serving as Village Board President. This Agreement
199 and all actions taken in accordance with this Agreement are void and of no force and effect if the
200 transition of the Village Board does not occur as described in this Section. After the initial
201 appointments described in this Section, all Village Board Trustee positions will be filled by either
202 election or appointment in accordance with applicable law.
203

204 **7. Appointed Village Officials.** Upon completion of the Conditions Precedent, the
205 Village Board shall appoint and hire all Town employees to the same position those employees
206 held with the Town immediately prior to the Enactment Date. In order for the Town Administrator
207 to assume the position of the Village Administrator, the Village Administrator (employed as of the
208 date before the Enactment Date) shall assume the position of Sewer Commissioner upon the
209 Enactment Date. All Village employees will be employed on an at-will basis, except as provided
210 by law or other agreement between the Village and the employee, whether in effect prior to the
211 Enactment Date or assumed by the Village under Section 8 of this Agreement. Upon completion
212 of the Conditions Precedent, the Village Board shall appoint the Town's third-party professional
213 services contractors to the same position with the Village, including Building Inspector, Assessor,
214 Engineer, and Attorney. After completion of the Conditions Precedent and continuing during the
215 Term, at least one resident of the Former Village Territory shall serve on each Village commission
216 and committee. If no resident of the Former Village Territory applies for re-appointment or to fill
217 a vacancy on a respective Village commission or committee, then that seat may be filled by any
218 Village resident. The intent of the provision regarding Village commissions and committees is to
219 afford residents of the Former Village Territory the opportunity to provide input to the reconstituted
220 Village governance structure. The Village Clerk shall also continue to hold the position of Town
221 Clerk after enactment of the Triggering Ordinance and shall perform any necessary duties with
222 regard to the Town Remnant. Upon completion of the Conditions Precedent, vacancies of the Town
223 Board may be filled in accordance with Wis. Stat. § 17.25 or other applicable law.
224

225 **8. Apportionment of Assets and Liabilities; Assignment of Contracts.** Upon
226 completion of the Conditions Precedent, all real, personal, and intangible property currently owned
227 by the Town shall become the property of the Village. All liabilities of the Town not otherwise

228 assumed as a result of the enactment of the Triggering Ordinance, shall be assumed by the Village.
229 Town and Village officials shall, and are hereby authorized to, without further consideration,
230 execute all documents and take all other action necessary to transfer title of all such property to
231 the Village. The Town assigns and transfers to the Village, and the Village assumes, all assets (if
232 any) that are at any time apportioned to the Town as a result of the Town Remnant. All property
233 currently owned by the Village shall remain the property of the Village. Except as provided by this
234 Agreement, the parties intend to comply with Wis. Stat. § 66.0235. Upon completion of the
235 Conditions Precedent, all contracts to which the Town is a party, including all rights and obligations
236 of the Town under such contracts, shall be deemed assigned to and assumed by the Village.
237

238 **9. Code of Ordinances; Comprehensive Planning.**
239

240 (a) **Code of Ordinances.** Upon completion of the Conditions Precedent, the
241 Village shall amend the Village’s Code of Ordinances to adopt the entirety of the Town’s Code of
242 Ordinances, Waukesha County’s Zoning Code, Waukesha County’s Shoreland Protection
243 Ordinance, and Waukesha County’s Floodland Protection Ordinance, all of which shall apply to
244 the Former Town Territory with such amendment consisting of necessary changes to meet any
245 legal requirements applicable to villages. The Village’s Code of Ordinances in effect immediately
246 prior to the Enactment Date shall only apply to the Former Village Territory. After the adoption of
247 the ordinances described in this Section, except as provided in Section 9(b), the Village shall have
248 sole discretion to adopt, repeal, or amend any portion of the Village Code of Ordinances. After the
249 Enactment Date and except as provided in Section 9(b), the parties intend to complete a
250 comprehensive review of the Village’s Code of Ordinances in an attempt to amend the Village
251 Code of Ordinances in a manner that would be applicable to the entire Village.
252

253 (b) **Comprehensive Planning.** Upon completion of the Conditions Precedent,
254 the Village shall amend the Village’s Smart Growth Plan adopted pursuant to Wis. Stat. § 66.1001
255 for the purpose of adopting the Town’s Comprehensive Plan in effect immediately before the
256 Enactment Date, which shall then apply to the Former Town Territory and include any necessary
257 changes to meet any legal requirements applicable to villages. The Village’s current Smart Growth
258 Plan shall only apply to the Former Village Territory. Pursuant to Wis. Stat. § 66.1001(2)(g), during
259 the Initial Term and thereafter renewing for three successive periods of five years, the Village shall
260 not amend or update the Village’s Smart Growth Plan in a manner that would change the master
261 land use map designations contained in the current Smart Growth Plan for the properties located
262 within the Former Village Territory. The purpose of the preceding provision in this Section, in part,
263 is to ensure the long-term health and viability of Lac La Belle Lake, including but not limited to,
264 shoreline erosion prevention, water pollution and stormwater drainage control, fish and wildlife
265 conservation, and floodplain mitigation. After the Enactment Date, Village residents may seek
266 enforcement of this Section 9(b) pursuant to any legal means. Except as otherwise provided in this
267 Section, after completion of the amendment to the Village’s Smart Growth Plan adopting the
268 Town’s Comprehensive Plan applicable to the Former Town Territory, the Village shall have sole
269 discretion to adopt, repeal, or amend any portion of the Village’s Smart Growth Plan.
270

271 **10. Law Enforcement, Fire Protection, and Ambulance Services.** Upon completion
272 of the Conditions Precedent, the Town Police Department shall become known as the Village
273 Police Department. Upon completion of the Conditions Precedent, the Village’s contract with

274 Western Lakes Fire District (WLFD) for fire protection and ambulance services will remain in full
275 force and effect. The parties acknowledge that WLFD provides fire protection and ambulance
276 services to the Town prior to the Enactment Date, which the Village shall continue after Enactment
277 Date in accordance with Section 8 of this Agreement.
278

279 **11. Public Works and Utilities.** Upon completion of the Conditions Precedent, the
280 Town Department of Public Works shall become known as the Village Department of Public
281 Works.
282

283 **12. Property Assessment.** To the greatest extent permitted by law, all property located
284 in the Village on the Enactment Date shall be assessed and taxed as though it were located within
285 the Village as of January 1 in the year of the Enactment Date. Solely for purposes of illustration,
286 if the Enactment Date is January 15, 2025, then all property located in the Village shall be assessed
287 and taxed as though it were located within the Village on January 1, 2025, and 2025 Village taxes
288 (payable in 2026) shall be based on the Village’s mill rate calculated by including all property
289 located in the Village on the Enactment Date. Based on the Town and Village’s current tax levies
290 and assessed values, the parties expect the Village’s mill rate after the Enactment Date to be less
291 than \$2.50. Upon completion of the Conditions Precedent, the Town assigns and transfers to the
292 Village, and the Village assumes, all revenues collected from real estate taxes, personal property
293 taxes, special assessments and charges, state and federal aids/grants, and all other revenues that
294 have been or will be collected by the Town, including all revenues that are generated as a result of
295 the Town Remnant.
296

297 **13. Transfer of Issued/Non-Issued Town Liquor Licenses.** Upon completion of the
298 Conditions Precedent, all “Class B” retail and reserve intoxicating liquor licenses that have been
299 granted by the Town as of the Enactment Date shall be deemed granted by the Village pursuant to
300 Wis. Stat. § 125.51(4). All (but no more than three) “Class B” reserve intoxicating liquor licenses
301 that are available to be granted by the Town as of the Enactment Date shall be deemed transferred
302 to the Village immediately before the Enactment Date pursuant to Wis. Stat. §§ 125.51(3)(e) and
303 125.51(4)(e). If this Agreement becomes void for any reason, then the Village shall return to the
304 Town all licenses transferred under this Section at no cost to the Town.
305

306 **14. Land Information.** Upon completion of the Conditions Precedent, there shall be
307 no change in the Waukesha County Land Information Division providing land information services
308 and functions to the Village, including but not limited to, all geographic information system (GIS)
309 mapping and services, maintenance of the building numbering program, tax parcel mapping,
310 maintenance of the Public Land Survey System (PLSS), survey services, tax assessment, property
311 description functions, aerial photos and mapping of streets, water, most public facilities, elevation,
312 civil boundaries, voting wards, soils, parks, railroads, trails, rights-of-way, zip codes, wetlands,
313 and floodplains. In addition, the Village will maintain all land use and zoning information layers
314 that are not typically provided by the Waukesha County Land Information Division for
315 incorporated communities to administer.
316

317 **15. Address System.** Except as otherwise determined by the United States Postal
318 Service or other governmental regulatory agency, all properties located in the Town of
319 Oconomowoc as of the Effective Date will maintain their current rural grid-system address after

320 the Enactment Date. All properties located in the Village of Lac La Belle as of the Effective Date
321 will maintain their current Village address system after the Enactment Date.
322

323 **16. Utility District; Sanitary Districts.** The parties acknowledge that the Utility
324 District provides sewerage services to certain real properties within the Town and the Town Board
325 Supervisors serve as Commissioners of the Utility District. Upon completion of the Conditions
326 Precedent, the Village Board Trustees shall serve as the Utility District Commissioners with the
327 Village President serving as Utility District President. Upon completion of the Conditions
328 Precedent, the Utility District shall continue providing sewerage services to the same real
329 properties in the same manner as the Utility District provided such services prior to the Enactment
330 Date. The assets and liabilities of the Mary Lane Sanitary Commission and the Blackhawk Sanitary
331 District shall be assumed by the Village in accordance with Wis. Stat. § 60.79 and any other
332 applicable law. After the Conditions Precedent, the Village shall establish two utility districts for
333 sewerage services in which one utility’s initial territory is the territory of the former Mary Lane
334 Sanitary Commission and the other utility district’s initial territory is the territory of the former
335 Blackhawk Sanitary District.
336

337 **17. TIF Law; Innovation Grants.** In accordance with Wis. Stat. § 66.1105(4)(gm)(l),
338 this Agreement constitutes a cooperative boundary agreement, and the Village will not be
339 prohibited by that section from exercising tax incremental financing authority in the territory
340 subject to this Agreement for any period of time. In accordance with Wis. Stat. § 79.038, this
341 Agreement constitutes an agreement that may be utilized by the parties in an application for
342 innovation grants or innovation planning grants.
343

344 **18. Severability.** The provisions of this Agreement are severable. If any provision of
345 this Agreement is held to be invalid or unenforceable, or if the application of any provision to any
346 person or circumstance is held to be invalid or unenforceable, such holding shall not affect the
347 other provisions or application of this Agreement, which shall be given lawful effect without the
348 invalid or unenforceable provisions or application. In the event that all or any portion of any
349 jurisdictional transfer set forth in this Agreement is held to be invalid or unenforceable, that portion
350 shall be severable from the remaining jurisdictional transfer(s) and the other provisions of this
351 Agreement, which shall remain unaffected by the invalidity or unenforceability.
352

353 **19. Effective Date.** If no petition for a referendum is filed with the Town Clerk and the
354 Village Clerk within 30 days of publication of this Agreement in accordance with Wis. Stat. §
355 66.0301(6)(c)(2), then this Agreement shall take effect on January 1, 2025 (the “Effective Date”).
356 If a petition for a referendum is filed with the Town Clerk and the Village Clerk within 30 days of
357 publication of this Agreement in accordance with Wis. Stat. § 66.0301(6)(c)(2), then the Effective
358 Date shall be the date that this Agreement is approved by referendum.
359

360 **20. Miscellaneous.**
361

362 (a) **No Third-Party Beneficiary; Amendment.** This Agreement is intended to
363 be solely between the Town, Utility District, and Village. Except as provided in Section 9(b), there
364 are no intended third-party beneficiaries of this Agreement and nothing in this Agreement shall
365 otherwise be interpreted as giving to any person or entity not a party to this Agreement any legal

366 or equitable rights whatsoever. This Agreement may not be amended except by a written document
367 executed and acknowledged by all parties to this Agreement.

368
369 (b) **Administration; Further Acts.** This Agreement shall be administered on
370 behalf of the Town by the Town Chairperson or its designee, on behalf of the Utility District by its
371 President or its designee, and on behalf of the Village by the Village President or its designee. The
372 parties shall take any further actions and execute such further documents that are necessary to
373 accomplish the actions contemplated by this Agreement.

374
375 (c) **Binding Effect; Prior Agreements.** This Agreement shall bind and accrue
376 to the benefit of all successors of the parties and be binding on their successive governing bodies.
377 Upon completion of the Conditions Precedent, this Agreement shall supersede all prior agreements
378 between the parties. The recitals and exhibits of this Agreement are incorporated into, and made
379 part of, this Agreement. Except as otherwise provided in this Agreement, the analysis, reasoning,
380 and holding set forth in the Opinions attached to this Agreement as Exhibit A shall be applicable
381 to this Agreement.

382
383 (d) **No Challenges.** Upon completion of the Conditions Precedent, the Town
384 hereby waives any right to commence or maintain any action or proceeding to contest, invalidate,
385 or challenge this Agreement, or any of the actions required or contemplated by this Agreement.

386
387 (e) **Third-Party Actions.** In the event of a court action by a third-party
388 challenging the validity or enforceability of this Agreement, the parties shall cooperate to
389 vigorously defend this Agreement. If only one party is named in the relevant action, the other party
390 may intervene and the named party shall support such intervention. No settlement of any such
391 action is permitted without the approval of the governing bodies of all parties.

392
393 (f) **References.** Any reference to a particular agency, organization, or official
394 shall be interpreted as applying to any successor agency, organization, or official to which the
395 contemplated functions are transferred.

396
397 (g) **Authority.** Each party represents and warrants that: (i) it has the authority
398 to enter into this Agreement; (ii) all necessary procedures have been followed to authorize this
399 Agreement; and (iii) each person signing this Agreement has the authority to execute this
400 Agreement.

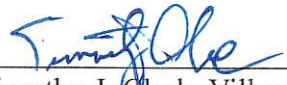
401
402 (h) **Continued Enforceability.** The enforceability of this Agreement is not
403 affected by statutory amendments, changes in the forms of Village or Town government, changes
404 in Village or Town elected officials, or changes in the Utility District's governance, management,
405 and operation. This Agreement shall be construed to be binding upon the parties' respective
406 successors, assigns, designees, agents, and employees.

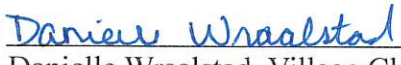
407
408 (i) **Performance Standard.** This Agreement requires the parties to act or to
409 refrain from acting on a number of matters. The parties acknowledge that this Agreement imposes
410 on them a duty of good faith and fair dealing. Whenever consent or approval is required by a party,
411 the consent or approval shall not be unreasonably withheld, delayed, or conditioned.

412 IN WITNESS WHEREOF, the Village, the Town, and the Utility District certify that this
413 Agreement has been duly approved by their respective governing bodies in accordance with all
414 applicable state and local laws, regulations, and ordinances, and each party has caused their duly
415 authorized officers to execute this Agreement.

416
417 **VILLAGE OF LAC LA BELLE**

418
419 The undersigned officers of the Village of Lac La Belle have executed this Agreement pursuant to
420 a duly adopted resolution of the Village Board dated November 20, 2024.


421
422
423 By:  Date: November 20, 2024
424 Timothy J. Clark, Village President

425
426
427 By:  Date: November 20, 2024
428 Danielle Wraalstad, Village Clerk/Treasurer

429
430
431 **TOWN OF OCONOMOWOC**

432
433 The undersigned officers of the Town of Oconomowoc have executed this Agreement pursuant to
434 a duly adopted resolution of the Town Board dated November 18, 2024.

435
436
437 By:  Date: November 18, 2024
438 Robert C. Hultquist, Town Chairperson

439
440
441 By:  Date: November 18, 2024
442 Lori Opitz, Town Clerk/Treasurer

443
444
445 **TOWN OF OCONOMOWOC UTILITY DISTRICT NO. 1**

446
447 The undersigned officers of the Town of Oconomowoc Utility District No. 1 have executed this
448 Agreement pursuant to a duly adopted resolution of the Town of Oconomowoc Utility District No.
449 1 dated November 18, 2024.

450
451
452 By:  Date: November 18, 2024
453 Robert C. Hultquist, President

454
455
456 By:  Date: November 18, 2024
457 Lori Opitz, Clerk/Treasurer

EXHIBIT A

***City of Kaukauna v. Village of Harrison*, 2015 WI App 73, 365 Wis. 2d 181, 870 N.W.2d 680.**

***City of Mayville v. Village of Kekoskee*, 2023 WI App 44, 995 N.W.2d 498 (certiorari denied).**

[See Attached]

2015 WI APP 73

**COURT OF APPEALS OF WISCONSIN
PUBLISHED OPINION**

Case No.: 2014AP2828

Complete Title of Case:

**CITY OF KAUKAUNA, CITY OF MENASHA, WISCONSIN, VILLAGE OF
SHERWOOD, WISCONSIN, NONA KYLE AND JOHN VAN TREECK,**

PLAINTIFFS-APPELLANTS,

PATRICIA KUEPPER,

PLAINTIFF,

v.

**VILLAGE OF HARRISON, WISCONSIN AND TOWN OF HARRISON,
WISCONSIN,**

DEFENDANTS-RESPONDENTS.

Opinion Filed: August 26, 2015
Submitted on Briefs: June 25, 2015
Oral Argument:

JUDGES: Neubauer, C.J., Reilly, P.J., and Gundrum, J.
Concurred:
Dissented:

Appellant
ATTORNEYS: On behalf of the plaintiffs-appellants, the cause was submitted on the
briefs of *Carl A. Sinderbrand* and *Kathryn M. Grigg* of *Axley Brynelson,
LLP*, Madison.

Respondent
ATTORNEYS: On behalf of the defendants-respondents, the cause was submitted on the
brief of *Andrew J. Rossmeyssl* of *Herrling Clark Law Firm LTD*,
Appleton.

**COURT OF APPEALS
DECISION
DATED AND FILED**

August 26, 2015

Diane M. Fremgen
Clerk of Court of Appeals

NOTICE

This opinion is subject to further editing. If published, the official version will appear in the bound volume of the Official Reports.

A party may file with the Supreme Court a petition to review an adverse decision by the Court of Appeals. See WIS. STAT. § 808.10 and RULE 809.62.

Appeal No. 2014AP2828

Cir. Ct. No. 2013CV159

STATE OF WISCONSIN

IN COURT OF APPEALS

**CITY OF KAUKAUNA, CITY OF MENASHA, WISCONSIN, VILLAGE OF
SHERWOOD, WISCONSIN, NONA KYLE AND JOHN VAN TREECK,**

PLAINTIFFS-APPELLANTS,

PATRICIA KUEPPER,

PLAINTIFF,

v.

**VILLAGE OF HARRISON, WISCONSIN AND TOWN OF HARRISON,
WISCONSIN,**

DEFENDANTS-RESPONDENTS.

APPEAL from an order of the circuit court for Calumet County:
DALE L. ENGLISH, Judge. *Affirmed.*

Before Neubauer, C.J., Reilly, P.J., and Gundrum, J.

¶1 REILLY, P.J. In 2013, the Village of Harrison was born from land within the Town of Harrison. Shortly thereafter, the Town and Village of Harrison entered into an intergovernmental cooperation agreement that transferred additional land to the Village and provided for the sharing of services between the two communities. The Cities of Kaukauna and Menasha, the Village of Sherwood, and individual property owners (collectively, the “Challengers”) argue that the intergovernmental cooperation agreement is void as it involved a “major” boundary change that exceeds the scope allowed by statute and that the Town and Village did not strictly comply with statutory notice requirements. We disagree and affirm the circuit court. The plain language of WIS. STAT. § 66.0301(6) (2013-14)¹ does not limit the scope of boundary changes to only “modest” changes nor does it impose any notice requirements beyond those met by the Town and Village of Harrison in this case.

BACKGROUND

¶2 On February 19, 2013, voters in the Town of Harrison approved incorporating a 4.6-square-mile area as the Village of Harrison pursuant to WIS. STAT. § 66.0211. On June 6, 2013, the Town and Village of Harrison published notice of a joint public hearing “to discuss proposed Intergovernmental Cooperation Agreement affecting the provision of municipal services, apportionment of costs of municipal services, apportionment of assets and liabilities, and boundary line adjustments between the Town of Harrison and the Village of Harrison.” The Town and Village of Harrison also sent notice of the

¹ All references to the Wisconsin Statutes are to the 2013-14 version unless otherwise noted.

meeting via certified mail to 1910 property owners entitled to receive notice pursuant to WIS. STAT. § 66.0301(6). In addition to the time, date, and location of the upcoming joint public meeting, the notice contained the following information:

The purpose of this hearing is to gather community input on a proposed Intergovernmental Cooperation Agreement between the Town of Harrison and the Village of Harrison.

The goal of the intergovernmental cooperation agreement is to ensure that both communities continue to receive the same level of services in the most cost effective manner. This will be accomplished by eliminating the doubling of service delivery and by jointly sharing staff and equipment between the Town of Harrison and the Village of Harrison. The intergovernmental cooperation agreement will also provide for greater efficiencies and improved service delivery to the public. All with the main goal of keeping taxes low for both the Town of Harrison and the Village of Harrison.

The Intergovernmental Cooperation Agreement will also include provisions for the apportionment of costs for municipal services, boundary line adjustments between the Town of Harrison and the Village of Harrison and the apportionment of assets and liabilities between the Town of Harrison and Village of Harrison, as well as other related topics.

¶3 The joint public hearing took place as scheduled on July 2, 2013, and following a closed session, the Town and Village boards unanimously adopted resolutions approving the agreement. Part of the agreement included transferring certain lands in the Town to the Village. The agreement permitted the Village board to “trigger the boundary line change” through the adoption of an ordinance, which the Village board passed on August 6, 2013. As a result of the boundary change, 1736 parcels that had been located in the Town were relocated to the Village, which now had a population of 9597. The Town was left with a population of 1316 people who resided in two areas designated as “growth areas” in intermunicipal agreements with the cities of Appleton and Menasha. Prior to

the Village of Harrison's incorporation, the Town of Harrison had about 10,700 residents.

¶4 The Challengers filed this action, seeking to void the transfer of lands from the Town to the Village through the intergovernmental agreement. They moved for summary judgment, arguing that the agreement exceeded the authority granted by statute to the Town and Village of Harrison (collectively, "Harrison") and failed to comply with WIS. STAT. § 66.0301(6)(c)1. notice requirements. Harrison filed a cross-motion for summary judgment on the basis that the Challengers failed to state a claim upon which relief could be granted. The circuit court granted Harrison's motion, finding that the agreement did not exceed the authority granted by § 66.0301(6) and that Harrison had properly complied with statutory notice requirements. The Challengers appeal.

STANDARD OF REVIEW

¶5 As our task requires us to interpret and apply WIS. STAT. § 66.0301(6) to the undisputed facts in this case, our standard of review is de novo. *See Hempel v. City of Baraboo*, 2005 WI 120, ¶21, 284 Wis. 2d 162, 699 N.W.2d 551.

DISCUSSION

¶6 We begin our analysis with the language of the statute. *See State ex rel. Kalal v. Circuit Court for Dane Cnty.*, 2004 WI 58, ¶45, 271 Wis. 2d 633, 681 N.W.2d 110. WISCONSIN STAT. § 66.0301(6) provides in relevant part:

- (a) Any 2 municipalities whose boundaries are immediately adjacent at any point may enter into a written agreement determining all or a portion of the common boundary line between the municipalities.

....

(c) 1. Before an agreement under this subsection may take effect, ... it must be approved by the governing body of each municipality by the adoption of a resolution. Before each municipality may adopt a resolution, each shall hold a public hearing on the agreement or both municipalities shall hold a joint public hearing on the agreement. Before the public hearing may be held, each municipality shall give notice of the pending agreement and public hearing by publishing a class 1 notice, under [WIS. STAT.] ch. 985, and by giving notice to each property owner whose property is currently located in that municipality and in, or immediately adjacent to, the territory whose jurisdiction will change. Notice shall be given at least 20 days before the public hearing and notice to property owners shall be made by certified mail.

¶7 The Challengers argue that WIS. STAT. § 66.0301 permits only “modest boundary changes incidental to” the sharing of services between governments and requires prehearing notice apprising property owners of the effects of the intergovernmental agreement on the boundary lines. We easily reject these arguments as the statute supports neither. “We should not read into the statute language that the legislature did not put in.” *Brauneis v. State*, 2000 WI 69, ¶27, 236 Wis. 2d 27, 612 N.W.2d 635.

Scope of Authority under WIS. STAT. § 66.0301(6)

¶8 The Challengers concede that WIS. STAT. § 66.0301(6) “is silent on the scope of the boundary change[s]” permitted via intergovernmental agreements, yet they argue that the statute must be read to allow only limited boundary changes necessary to accomplish the statute’s “primary goal of sharing services between municipalities.” Otherwise, they say, the statute leads to “absurd and unconstitutional results.” We disagree. The Challengers’ argument would require us to read language into the statute that is not there and that is contrary to the plain language of the statute, which permits agreements affecting “all or a portion of the

common boundary line[s],” § 66.0301(6)(a), and allows for boundary changes to remain in place after any sharing of services between governments has ended, *see* § 66.0301(6)(b). No absurd or unconstitutional results occur even if one construes Harrison’s boundary change to be “major” rather than modest or incidental.

¶9 A statute may be said to have absurd results when the interpretation of its plain language leads to “unreasonable or unthinkable results” and “open disbelief of what a statute appears to require.” *Teschendorf v. State Farm Ins. Cos.*, 2006 WI 89, ¶15, 293 Wis. 2d 123, 717 N.W.2d 258. Here, the Challengers argue that allowing municipalities to achieve major boundary changes via intergovernmental agreements would lead to an absurd result as it would render meaningless WIS. STAT. § 66.0307 and the agency and mandatory public referendum approval processes required for other WIS. STAT. ch. 66 jurisdictional alterations. They also contend that reading WIS. STAT. § 66.0301 to permit major boundary changes renders absurd its notice requirement by omitting important categories of property owners. We disagree with the Challengers that these results are absurd. The fact that the legislature allows a statutory process that the Challengers dislike does not make the process “unreasonable and unthinkable.”

¶10 Our statutes provide multiple methods for altering municipal boundary lines as well as multiple methods of incorporation, *see* WIS. STAT. §§ 66.0203, 66.0215, 66.0216, annexation, *see* WIS. STAT. §§ 66.0217, 66.0219, 66.0221, and consolidation, *see* WIS. STAT. §§ 66.0229, 66.0230. There is nothing absurd about the legislature creating an additional way to accomplish “the development of territory from town to incorporated status ... in an orderly and uniform manner,” WIS. STAT. § 66.0201(1), via agreements between governments. There likewise is nothing absurd about the fact that the legislature might permit intergovernmental cooperation agreements to include major boundary changes

without agency approval or a public referendum—at least no more absurd than the fact that a “minor” boundary change may be accomplished without agency approval or a public referendum.² Nor is it absurd that the legislature would create different procedural requirements from those already in existence in other statutes; in fact, that would appear to be precisely the point.

¶11 The Challengers also argue that permitting major boundary changes under WIS. STAT. § 66.0301 leads to an “absurd result” in that not all affected property owners in the participating jurisdictions would receive individual notice via certified mail before the change. They argue that property owners remaining in the Town of Harrison and property owners in the Village of Harrison who are not located immediately adjacent to the altered territory require direct notice as they will be affected much more due to the major boundary change than they would be by a minor one. The Challengers contend “[t]here is no rational explanation why the legislature would have omitted these two categories of property owners from those entitled to direct notice” under § 66.0301(6)(c)1. for major boundary changes. We are not persuaded.

¶12 First, we note that the categories of property owners highlighted by the Challengers are not deprived of all notice. WISCONSIN STAT. § 66.0301(6)(c)1. provides for publication of “a class 1 notice, under [WIS. STAT.] ch. 985” in a newspaper. Second, we do not find it absurd that the legislature would limit the direct notification requirement to those property owners most

² The Challengers argue that the requirements to trigger a public referendum under WIS. STAT. § 66.0301(6)(c)2. are “impractical[]” when large numbers of property owners are affected. They do not argue that this is an absurd result, and we do not believe it to be so.

likely to be affected, i.e., property owners within and immediately adjacent to the affected territory.

¶13 The Challengers also claim that WIS. STAT. § 66.0301 leads to unconstitutional results if it is read to permit major boundary changes as the statute would not provide equal protection to property owners residing in the Town and Village of Harrison who are omitted from the direct notice requirement. The Challengers concede they “are not asserting that the statute is facially unconstitutional,” which means they are making an “as-applied” argument. *See Olson v. Town of Cottage Grove*, 2008 WI 51, ¶44 n.9, 309 Wis. 2d 365, 749 N.W.2d 211. The problem is that none of the Challengers are members of the class that they assert is being discriminated against. “[I]n an as-applied challenge, we assess the merits of the challenge by considering the facts of the particular case in front of us, ‘not hypothetical facts in other situations.’ Under such a challenge, the challenger must show that his or her constitutional rights were actually violated.” *State v. Wood*, 2010 WI 17, ¶13, 323 Wis. 2d 321, 780 N.W.2d 63. We will not address the Challengers’ hypothetical constitutional argument.

Compliance with WIS. STAT. § 66.0301(6)(c)1. Notice Requirement

¶14 The Challengers next argue that the intergovernmental agreement is void as Harrison failed to satisfy the statutory notice requirements. They argue that the notices should have informed property owners that approval of the agreement would result in relocating many of them or their neighbors into the new village. We disagree. Both notices provided by Harrison made reference to “boundary line adjustments between the Town of Harrison and the Village of Harrison” as being part of the intergovernmental cooperation agreement. This complied with the minimal notice requirement of WIS. STAT. § 66.0301(6)(c)1.

¶15 As the Challengers admit, WIS. STAT. § 66.0301(6)(c)1. does not expressly specify what information must be contained in the notices that are published and sent by certified mail. The statute simply requires that prior to the public hearing, the parties to a pending intergovernmental cooperation agreement “give notice of the pending agreement and public hearing by publishing a class 1 notice, under [WIS. STAT.] ch. 985, and by giving notice to each property owner whose property is currently located in that municipality and in, or immediately adjacent to, the territory whose jurisdiction will change ... by certified mail.” Sec. 66.0301(6)(c)1.

¶16 In contrast, numerous other statutes contained within WIS. STAT. ch. 66 establish specific content requirements for public notice. *See, e.g.*, WIS. STAT. § 66.0203(4)(b) (notice must contain “[a] description of the territory [to be incorporated] sufficiently accurate to determine its location”); WIS. STAT. § 66.0217(4)(a) (imposing six requirements on notices for annexations initiated by property owners); WIS. STAT. § 66.0219(1)(a) (requiring a city or village wishing to annex territory by referendum to provide notice by publishing a resolution that “contain[s] a description of the territory to be affected, sufficiently accurate to determine its location”). Clearly, the legislature knows how to require specific public notice of proposed boundary changes; it chose not to do so in WIS. STAT. § 66.0301(6)(c)1.

¶17 The Challengers argue that, given the relatively recent adoption of WIS. STAT. § 66.0301(6), which was created by 2007 Wis. Act 43, § 19, we should be guided by open meetings cases to evaluate whether Harrison provided adequate notice. We disagree. The legislature explicitly requires that notices for open meetings “set forth the ... subject matter of the meeting ... in such form as is reasonably likely to apprise members of the public and the news media thereof.”

WIS. STAT. § 19.84(2). No such content requirement is imposed on notices under § 66.0301(6)(c)1. Therefore, the Challengers’ analysis of whether Harrison’s notice was “reasonably calculated to apprise members of the public of the subject matter of the pending agreement and public hearing” and extensive reliance on *State ex rel. Buswell v. Tomah Area School District*, 2007 WI 71, 301 Wis. 2d 178, 732 N.W.2d 804, is misplaced.

¶18 In sum, the plain language of WIS. STAT. § 66.0301(6)(c)1. does not call for the level or type of specificity asserted by the Challengers. Harrison’s notice of “boundary line adjustments between the Town of Harrison and the Village of Harrison” met the statutory requirements.

CONCLUSION

¶19 Harrison fully complied with all statutory requirements. We affirm the circuit court as nothing in WIS. STAT. § 66.0301 prohibits the scope or notice of the boundary change complained of in this case.

By the Court.—Order affirmed.

**COURT OF APPEALS
DECISION
DATED AND FILED**

July 20, 2023

Samuel A. Christensen
Clerk of Court of Appeals

NOTICE

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A party may file with the Supreme Court a petition to review an adverse decision by the Court of Appeals. See WIS. STAT. § 808.10 and RULE 809.62.

Appeal No. 2022AP1467

Cir. Ct. No. 2021CV470

STATE OF WISCONSIN

**IN COURT OF APPEALS
DISTRICT IV**

CITY OF MAYVILLE,

PLAINTIFF-APPELLANT,

v.

VILLAGE OF KEKOSKEE AND TOWN OF WILLIAMSTOWN,

DEFENDANTS-RESPONDENTS.

APPEAL from an order of the circuit court for Dodge County:
KRISTINE A. SNOW, Judge. *Affirmed.*

Before Blanchard, P.J., Fitzpatrick, and Nashold, JJ.

Per curiam opinions may not be cited in any court of this state as precedent or authority, except for the limited purposes specified in WIS. STAT. RULE 809.23(3).

¶1 PER CURIAM. The City of Mayville (the “City”) appeals a circuit court order dismissing the City’s action for declaratory judgment against the Town

of Williamstown (the “Town”) and the Village of Kekoskee (the “Village”) following summary judgment proceedings. The City argues that an intergovernmental agreement entered into by the Town and the Village is not authorized by WIS. STAT. § 66.0301 (2021-22)¹ and exceeds the scope of that statute. We reject the City’s arguments and affirm the court’s order.

BACKGROUND

¶2 This is the parties’ second round of litigation on the issue of boundary agreements between the Town and Village (sometimes referred to collectively as the “Respondents”). See *City of Mayville v. DOA*, 2021 WI 57, 397 Wis. 2d 496, 960 N.W.2d 416 (“*Mayville I*”). The following facts are undisputed.

¶3 The City, the Town, and the Village are all located in Dodge County. *Id.*, ¶3. The Village was incorporated in 1958 from territory that had previously been part of the Town. *Id.* In 2015, the Village notified the Town that it was having difficulty seating a full Village board, and as a result, was considering dissolution. *Id.*, ¶4. Representatives from the Town and Village met several times to explore their options and ultimately determined that the appropriate approach was to consolidate the territories of the Town and Village through a cooperative plan under WIS. STAT. § 66.0307. *Id.* In 2018, the Town and the Village entered into an Intragovernmental Cooperative Plan (“Cooperative Plan”). *Id.*, ¶¶5-6.

¹ All references to the Wisconsin Statutes are to the 2021-22 version unless otherwise noted.

¶4 The Wisconsin Department of Administration (“the department”) approved the Cooperative Plan; however, following that approval, the City filed a lawsuit challenging the department’s approval. The case was litigated to our supreme court, which concluded that the department erred as a matter of law in approving the Cooperative Plan. *See id.*, ¶37. Our supreme court in *Mayville I* determined that, because the Cooperative Plan changed the City’s boundary line, the City was required to be a party to the Cooperative Plan under WIS. STAT. § 66.0307(2). *Id.*, ¶2. Because the court resolved the appeal on the ground that the City was required to be a party to the Cooperative Plan, it declined to address the parties’ arguments as to whether § 66.0307 “permits municipalities to consolidate.” *Id.*, ¶36 & n.14.

¶5 Following the issuance of the decision in *Mayville I*, the Town and Village proceeded under a different statute, WIS. STAT. § 66.0301(6), entering into an “Intergovernmental Cooperation Agreement” (“the Agreement”) that includes a new boundary line agreement, the details of which differ from the Cooperative Plan. Section 4 of the Agreement specifies the process to change the boundary line, as follows. When the Village adopts a “Triggering Ordinance,” the boundary line between the Town and Village would be adjusted (as depicted in exhibits attached to the Agreement), and a “major portion” of the Town’s territory would become part of the Village. Under the Agreement, a smaller portion of the Town land—the “Town remnant”—would not become part of the Village as a result of the initial boundary line change.

¶6 The Town remnant consists of four parcels of property, totaling approximately 163 acres, with three owners. The circuit court found that “these four parcels are vacant, contain no public improvements, and have no residents.”

¶7 The Agreement states, in its Recitals, that the three owners of the Town remnant have indicated a shared desire to annex their properties to the City. Accordingly, these parcels are excluded from “the initial jurisdictional transfer” of land from the Town to the Village to provide the opportunity for the parcels’ owners to pursue procedures to annex to the City, to the Village, or to another municipality, or, alternatively, “demonstrate a willingness and ability to remain independent.” Although not part of the initial jurisdictional transfer, the Town remnant “may be subject to a subsequent jurisdictional transfer.” In Section 4 of the Agreement, the Village makes two commitments to the owners of the Town remnant following the Village’s adoption of the Triggering Ordinance: (1) the Village will provide services to the Town remnant for at least 90 days; and (2) the Village will provide a 60-day period to allow the owners of the parcels in the Town remnant the opportunity to exercise one of their options, during which the Village will not exercise any authority it has to absorb the Town remnant.

¶8 Further under the Agreement, if after 60 days the Town remnant has not been annexed to another municipality and has not, “in the opinion of the Village,” demonstrated the willingness and ability to remain an independent Town remnant, then the Village may “attach or annex said remnant parcels via any legal means set forth in Chapter 66 Wisconsin Statutes, including the adoption of an ordinance under [WIS. STAT.] § 66.0301(6)(e).”²

² The portion of Section 4 that addresses the Town remnant provides:

If the owners of the parcels [in the Town remnant] have not initiated procedures to annex said parcels to the City of Mayville, the Village, or another municipality, and have not otherwise, in the opinion of the Village, demonstrated their willingness and ability to remain an independent remnant Town within 60 days after the Village’s adoption of the Triggering

(continued)

¶9 The Agreement also provides that, upon implementation through the Triggering Ordinance, all real, personal, and intangible property of the Town, and all its assets and liabilities, become those of the Village. Section 6 of the Agreement also sets forth a process for the Town’s governing body to transition into the governing body of the Village. This process involves the sequential resignation of Village board members and the appointment of Town officials to fill these vacancies.

¶10 In 2021, the Village adopted a Triggering Ordinance as provided in Section 4 of the Agreement, which resulted in a change of the boundary line and all Town territory—with the exception of the Town remnant—becoming part of the Village. The City then filed this action, seeking a declaratory judgment that the Agreement is void because it exceeds the Respondents’ authority under WIS. STAT. § 66.0301(6).

¶11 The City filed a motion for summary judgment seeking an order declaring that the Agreement is void and unenforceable. The circuit court denied the City’s motion, rejecting the City’s argument that the statutory scheme in WIS. STAT. ch. 66 does not authorize the Agreement. The court explained that it was not persuaded by the City’s argument that the purpose and effect of the boundary change provisions in the Agreement was to accomplish a “consolidation” that does not satisfy the statutory requirements for a consolidation. Relying on our decision

Ordinance, or if the City of Mayville or other relevant municipality rejects or fails to act on said property owners’ annexation petition, the Village may at any time following such 60-day period attach or annex said remnant parcels via any legal means set forth in Chapter 66 Wisconsin Statutes, including the adoption of an ordinance under [WIS. STAT.] § 66.0301(6)(e).

in *City of Kaukauna v. Village of Harrison*, 2015 WI App 73, ¶¶8-10, 365 Wis. 2d 181, 870 N.W.2d 680, the circuit court determined that ch. 66 provides multiple processes to accomplish a municipality’s jurisdictional changes and that “§ 66.0301 boundary agreements were not limited to ‘minor’ adjustments, and such agreements could be used to effect ‘major’ adjustments to the boundaries between a village and town.”

¶12 The circuit court further concluded that the Agreement complies with the requirements of WIS. STAT. § 66.0301 and it rejected the City’s arguments that: (1) public policy dictates that an agreement cannot require Village board members to sequentially resign and appoint Town officials to the Village board; (2) the Agreement effectively created a boundary line between the Village and the City where none existed prior;³ and (3) the Agreement is not for a specified term, as required by § 66.0301(6)(b).

¶13 The circuit court entered an order denying the City’s motion for summary judgment, granting summary judgment in favor of the Respondents, and dismissing the City’s action. The City appeals.

³ The City does not appear to renew this second argument on appeal. We note that, in the course of arguing that the Agreement constitutes an unauthorized consolidation, the City asserts that the Triggering Ordinance adopted pursuant to Section 4 of the Agreement establishes a common boundary line between the Village and the City where no boundary line previously existed, which the City summarily asserts “exceeds the authority granted [to the Respondents] by [WIS. STAT.] § 66.0301(6)(a).” However, the City’s assertions do not appear to be advanced as a separate argument intended for resolution by this court. To the extent that the City means to make such an argument, it is insufficiently developed: the City makes no effort to explain this assertion by reference to facts, the language in § 66.0301(6)(a), or any other legal authority. Thus, to the extent the City means to reassert this argument on appeal, we reject it as undeveloped. See *State v. Pettit*, 171 Wis. 2d 627, 646, 492 N.W.2d 633 (Ct. App. 1992) (we need not address undeveloped arguments).

DISCUSSION

I. Standard of Review and Applicable Principles of Law.

¶14 We review a circuit court’s ruling on summary judgment de novo. *Chapman v. B.C. Ziegler & Co.*, 2013 WI App 127, ¶2, 351 Wis. 2d 123, 839 N.W.2d 425. Summary judgment is appropriate if there is no genuine issue as to any material fact and the moving party is entitled to judgment as a matter of law. WIS. STAT. § 802.08(2).

¶15 This appeal requires us to interpret statutes and apply them to the undisputed facts in this case. “Statutory interpretation presents a question of law that we review de novo.” *State v. Stewart*, 2018 WI App 41, ¶18, 383 Wis. 2d 546, 916 N.W.2d 188. “[T]he purpose of statutory interpretation is to determine what the statute means so that it may be given its full, proper, and intended effect.” *State ex rel. Kalal v. Circuit Ct. for Dane Cnty.*, 2004 WI 58, ¶44, 271 Wis. 2d 633, 681 N.W.2d 110. “[S]tatutory interpretation ‘begins with the language of the statute.’” *Id.*, ¶45 (quoted source omitted). “Statutory language is given its common, ordinary, and accepted meaning, except that technical or specially-defined words or phrases are given their technical or special definitional meaning.” *Id.* Additionally, statutory language must be “interpreted in the context in which it is used; not in isolation but as part of a whole; in relation to the language of surrounding or closely-related statutes; and reasonably, to avoid absurd or unreasonable results.” *Id.*, ¶46.

II. The City Fails to Show that the Agreement Eliminates Common Boundary Lines Between the Town and Village, Resulting in Consolidation.

¶16 Because this case centers on the meaning of WIS. STAT. § 66.0301(6), we first turn to the statutory language. *See Kalal*, 271 Wis. 2d 633,

¶45. Section 66.0301(6)(a) states in relevant part: “Any 2 municipalities whose boundaries are immediately adjacent at any point may enter into a written agreement determining all or a portion of the common boundary line between the municipalities.” For purposes of § 66.0301(6), a municipality means a city, village, or town. Sec. 66.0301(1)(c). Other provisions in § 66.0301 make clear that “determining” a common boundary line includes changing the boundary line, either temporarily during the term of the agreement or permanently. *See* § 66.0301(6)(a)2.- (b) (agreement may provide that specified boundary line “changes” occur). The statute also makes clear that one consequence of changing a boundary line is to transfer municipal jurisdiction over the affected area. *See* § 66.0301(6)(c).

¶17 The City argues that the Agreement is not authorized by WIS. STAT. § 66.0301 because, rather than “determining” a common boundary line between two municipalities, as provided in § 66.0301, the Agreement *eliminates* all common boundary lines between the Town and the Village. Consequently, the City contends, the Agreement results in the consolidation of the Town and the Village, which may occur only under the procedural and substantive requirements of the consolidation statutes, WIS. STAT. § 66.0229 or WIS. STAT. § 66.0230, and is not authorized by § 66.0301. This was the issue that the *Mayville I* court declined to resolve in interpreting substantially similar language in WIS. STAT. § 66.0307, the statute at issue in *Mayville I*. *See* § 66.0307(2) (authorizing agreement between municipalities to “determine the boundary lines between themselves”); § 66.0301(6) (authorizing agreement between municipalities “determining all or a portion of the common boundary line between the municipalities”).

¶18 The Respondents counter that: (1) WIS. STAT. § 66.0301(6) allows agreements that merge two municipalities into one; and (2) because the Town remnant remains, as does a boundary line between the Town and Village, the Agreement does not eliminate the boundary lines between the two municipalities or consolidate them. We agree with the Respondents that the Agreement does not eliminate the boundary lines between the Town and Village; therefore, we need not and do not address the parties’ arguments as to whether an agreement under § 66.0301 resulting in complete consolidation of municipalities is authorized under that statute. See *Barrows v. American Fam. Ins. Co.*, 2014 WI App 11, ¶9, 352 Wis. 2d 436, 842 N.W.2d 508 (2013) (“An appellate court need not address every issue raised by the parties when one issue is dispositive.”); *Maryland Arms Ltd. P’ship v. Connell*, 2010 WI 64, ¶48, 326 Wis. 2d 300, 786 N.W.2d 15 (“Typically, an appellate court should decide cases on the narrowest possible grounds.”).

¶19 In support of our conclusion, we first note that this court has previously held that “major” boundary changes may occur pursuant to an agreement under WIS. STAT. § 66.0301. In *Kaukauna*, a village and a town entered into an intergovernmental cooperation agreement under § 66.0301 that adjusted the boundary line, transferring additional land from the town to the village, and that also allowed the two municipalities to share services. Other municipalities argued that § 66.0301(6) does not authorize two municipalities to undertake a “major” boundary change. *Kaukauna*, 365 Wis. 2d 181, ¶¶1-3, 7-8. We rejected this position, stating, “The plain language of WIS. STAT. § 66.0301(6) ... does not limit the scope of boundary changes to only ‘modest’ changes.” *Id.*, ¶1; see also *id.*, ¶¶7-8. In sum, we declined the invitation of the other municipalities to define how much of a boundary change is authorized under

§ 66.0301(6), determining that there is no statutory authority to fashion a bright-line rule quantifying how much territory may be transferred through an intergovernmental cooperation agreement.

¶20 The Agreement in this case likewise results in a “major” boundary change. As a result of the Agreement’s boundary line determination, a substantial portion of the Town became part of the Village. But not all of the Town was absorbed into the Village: the Town remnant remained even after the boundary change. Thus, under the Agreement, the boundary line between the Town and the Village was not eliminated; there is still a geographical divide between the two. Therefore, and consistent with a plain language interpretation of the statute, the Agreement “determin[ed] all or a portion of the common boundary line between the municipalities.” WIS. STAT. § 66.0301(6).

¶21 The City argues that the existence of the Town remnant does not alter the conclusion that the Agreement resulted in consolidation of the municipalities. According to the City, boundary changes often occur over a staggered time period and simply because the second Triggering Ordinance completing the physical consolidation of the Town and Village has not yet occurred does not mean that the Agreement did not consolidate the Town and Village.

¶22 However, as the Respondents note, under the terms of the Agreement, any subsequent boundary change involving the Town remnant is “delayed and optional,” *i.e.*, part of a subsequent process that may or may not occur. Upon expiration of the 60-day period in which the Town remnant could become part of another municipality, the Agreement authorizes—but does not require—a second Triggering Ordinance to attach any part of the Town remnant to

the Village. Section 4 of the Agreement states that “the Village *may* at any time following such 60-day period attach or annex said remnant parcels via any legal means set forth in Chapter 66 Wisconsin Statutes, including the adoption of an ordinance under [WIS. STAT.] § 66.0301(6)(e).” (Emphasis added.) The City has presented no authority or developed argument that, as a result of the Agreement, it is a foregone conclusion that the Town remnant will become part of the Village.

¶23 In its reply brief, the City contends that the Respondents’ argument is premised on the view “that consolidation involves only the physical transfer of territory.” The City asserts that consolidation of two municipalities “results not only in the consolidation of the territory of the respective municipalities, but also consolidation of municipal services and municipal government, which ... are provided for under the terms of the Agreement.” The City continues:

Finally, in making this argument, the Respondents fail to address the fact that the resignation of Village officials and the appointment of [Town] officials to fill those vacancies resulted in the elimination of the town government of [the Town]. The Agreement and the implementation of the Agreement by enactment of the first Triggering Ordinance and the forced resignation of Town officials left these property owners and these lands [in the Town remnant] in a legal limbo.

(Footnote omitted.) The City fails to explain how the elimination of the Town government or the alternative modes of consolidation it alleges relate to the express language of WIS. STAT. § 66.0301(6), which allows what occurs under the Agreement—namely, the determination or change in a boundary line between municipalities. We reject these arguments because they are both undeveloped and raised for the first time in the City’s reply brief rather than in its brief-in-chief. *See State v. Pettit*, 171 Wis. 2d 627, 646, 492 N.W.2d 633 (Ct. App. 1992) (we need not address undeveloped arguments); *State v. Reese*, 2014 WI App 27,

¶14 n.2, 353 Wis. 2d 266, 844 N.W.2d 396 (we need not address arguments raised for first time in reply brief as the adverse parties have not been able to respond to those arguments).

¶24 In sum, the City has failed to show that the Agreement eliminates the boundary lines between the Town and Village, thereby resulting in consolidation of the two municipalities. Because the City’s challenge to the Agreement is premised on this argument, its challenge to the Agreement likewise fails.

III. The City Fails to Show that the Agreement Exceeds the Authority Granted the Respondents Under WIS. STAT. § 66.0301.

¶25 The City separately argues that the Agreement is void because it “exceeds the authority granted by [WIS. STAT.] § 66.0301” in several respects. We address these arguments, rejecting each of them.

A. Section 6 of the Agreement.

¶26 The City challenges Section 6 of the Agreement, arguing that it exceeds the authority granted by WIS. STAT. § 66.0301 and “violates the public policy of the State of Wisconsin.” Section 6 sets forth a process involving the sequential resignation of Village board members and the appointment of Town officials to fill these vacancies, as follows:

Section 6: Post-Boundary Change Village Board.

The current Town Board consists of three Supervisors, one of whom serves as Town Chairperson. The current Village Board consists of three Trustees, one of whom serves as Village Board President.

The parties agree that as soon as practicable upon completion of the Boundary Change, the current Village Board members will sequentially resign from their respective positions, and the remaining Village Board members will appoint the current Town Board members as

the resignees' replacements. It is the intent of this Section that upon completion of this process, the current Town Board members—each of whom will reside in the Village after the Boundary Change—will serve as Village Board members, with the current Town Chairperson serving as Village Board President. This Agreement is void if this transition does not occur as described herein, unless both parties agree in writing otherwise.

After the initial appointments described in this section, all Village officer positions will be filled by either election or appointment, as appropriate pursuant to applicable law.

The City makes three specific arguments as to how this Section invalidates the Agreement under § 66.0301. As discussed below, none of these arguments are persuasive.

¶27 First, the City argues that, pursuant to subsec. (2) of WIS. STAT. § 66.0301, the purpose of agreements under § 66.0301 is to authorize two municipalities to contract “for the receipt or furnishing of services or the joint exercise of any power or duty authorized by law.” *See* § 66.0301(2). The City argues that Section 6 of the Agreement exceeds the authority in § 66.0301 because the sequential resignation and appointment process in that section does not relate to the receipt or furnishing of services or the joint exercise of powers granted to the Respondents under § 66.0301(2).

¶28 As a preliminary matter, we note that this argument was not raised in the summary judgment proceedings in the circuit court and need not be considered on review as part of an argument for reversal of the circuit court decision. *See Schill v. Wisconsin Rapids Sch. Dist.*, 2010 WI 86, ¶45 & n.21, 327 Wis. 2d 572, 786 N.W.2d 177 (explaining that issues not raised in the circuit court may be forfeited and supporting the proposition that appellate courts generally do not address forfeited issues).

¶29 The City’s argument also fails because the City cites no authority to support its assertion that a boundary agreement under subsec. (6) of WIS. STAT. § 66.0301 must also have the purpose in subsec. (2) of sharing services or exercising joint powers or duties, nor does the statutory language of § 66.0301(2) and (6) compel such a conclusion. In fact, in *Kaukauna*, we rejected a similar argument. In that case, the municipalities challenging the agreement argued that “§ 66.0301 permits only ‘modest boundary changes incidental to’ the sharing of services between governments.” *Kaukauna*, 365 Wis.2d 181, ¶7. We “easily reject[ed]” this argument because the statute did not support it. *Id.* We also rejected the argument that § 66.0301(6) “[m]ust be read to allow only limited boundary changes necessary to accomplish the statute’s ‘primary goal of sharing services between municipalities.’” *Id.*, ¶8. We further concluded that this argument

would require us to read language into the statute that is not there and that is contrary to the plain language of the statute, which permits agreements affecting “all or a portion of the common boundary line[s],” § 66.0301(6)(a), and allows for boundary changes to remain in place after any sharing of services between governments has ended, *see* § 66.0301(6)(b).

Id. Accordingly, we discern no valid basis for the City’s argument that the Agreement exceeds the authority of § 66.0301 because Section 6’s resignation and appointment process does not serve the purpose of sharing services or exercising joint powers or duties under subsec. (2) of that statute.

¶30 Second, the City argues that Section 6 of the Agreement violates public policy as reflected in WIS. STAT. § 17.24, a statute governing vacancies in village offices. Section 17.24 provides:

Except as provided in [WIS. STAT. §] 9.10, a vacancy in any elective village office may be filled by

appointment by a majority of the members of the village board for the residue of the unexpired term or until a special election is held, as ordered by the village board, or an office may remain vacant until an election is held. A vacancy in an appointive office shall be filled in the same manner as the original appointment.

¶31 The City acknowledges that WIS. STAT. § 17.24 requires that vacancies on the Village board be filled by members of the Village board or, alternatively, by a special election called for that purpose. But the City argues that Section 6 of the Agreement “is not only illegal in that it contractually requires Village officials to vote in a predetermined manner, but also because [it] violates the public policy established by the Legislature relating to the manner in which vacancies in Village offices are to be filled by appointment.”

¶32 The circuit court rejected the City’s challenge based on WIS. STAT. § 17.24, concluding that the appointment procedure outlined in § 17.24 “is precisely what occurred” under Section 6 of the Agreement and that “it was simply spelled out to provide for an orderly transition.” The court explained:

Section 6 provided that one [Village] board member would resign; the remaining two would appoint a new board member who was one of the Town ... board members. Then the next [Village] board member would resign, the remaining two would appoint, and so on until all three [Village] board members were replaced with the three Town ... board members. Although the [Agreement] contemplated the resignation of the existing ... Village [b]oard, and outlined how that would occur, that is because presumably those members already wanted to resign. The [A]greement couldn’t force those [Village] board members [to] resign and presumably any one of those [V]illage board members could have changed their minds. This potential outcome was contemplated with the following clause[:] “This Agreement is void if this transition does not occur as described herein, unless both parties agree in writing otherwise.” In other words, if a [V]illage board member changed their mind and refused to resign, the [Agreement] would terminate unless the parties reached [a] further agreement in writing. The Court does not agree that this

procedure violated public policy for replacement of [V]illage board members underlying § 17.24

¶33 The City does not explain how the circuit court’s conclusion is in error, nor does it even discuss the court’s decision on this issue. It offers no developed argument as to how Section 6 of the Agreement violates WIS. STAT. § 17.24 or the public policies on which it is based.⁴ We decline to address the City’s undeveloped argument on this point. *See Pettit*, 171 Wis. 2d at 646.

¶34 Third, the City argues that Section 6 exceeds the authority granted by WIS. STAT. § 66.0301 because it denies the owners of the properties within the Town remnant the right to petition and seek redress from their government, and it also prevents them from exercising their rights under Section 4 of the Agreement to either become part of another municipality or demonstrate their willingness and ability to remain an independent remnant of the Town. Because this argument was not raised in the circuit court, we decline to address it as an argument for reversal. *See Schill*, 327 Wis. 2d 572, ¶45 & n.21.

B. Section 10 of the Agreement.

¶35 The City argues that Section 10 of the Agreement renders the Agreement void because it “establishes zoning and land regulations by contract” rather than through statutory procedures governing zoning and land development. The City contends that the Town’s continuing efforts to consolidate with the

⁴ The City further asserts, also without citation to authority, that any “action by a Village Board to fill a vacancy must be done in an open meeting, with notice of the potential action being listed on an agenda that must be published or otherwise provided to the general public.” Again, the City does not develop this assertion into an argument supported by record citations and pertinent legal authority and we therefore do not address it. *See Pettit*, 171 Wis. 2d at 646.

Village has a “singular purpose,” namely, “to avoid and eliminate the extraterritorial land division and zoning authority of [the City].”

¶36 The Respondents argue that this court should not consider this argument because the City failed to raise it in the circuit court. The Respondents note that this argument appears to be based on an affidavit that the City filed in the circuit court action nine days after the court issued a decision. The record does not reflect that any argument was made in the circuit court based on this affidavit, in a motion for reconsideration or otherwise.

¶37 The City acknowledges that “[t]his argument was not articulated in its summary judgment brief filed [in circuit court].” Nevertheless, the City argues that we should address this issue for three reasons. First, it contends that this “issue” was raised in the circuit court because “[t]he issue in this case is whether various provisions included within the Agreement are authorized and permitted by [WIS. STAT.] § 66.0301” and that “[t]his is one of those provisions.” We reject this argument. The City made very specific arguments to the circuit court regarding how, in its view, the Agreement is not authorized by § 66.0301, and the circuit court addressed those arguments. The distinct, very detailed argument that the City now raises regarding the zoning and land division issues is qualitatively different from the specific arguments it raised in the circuit court. Accordingly, we conclude that the City’s failure to raise this argument in the circuit court precludes our review of it on appeal as an argument for reversal.

¶38 Next, the City contends that it failed to raise this specific challenge in the circuit court because documents confirming that the Town zoning code would be “impos[ed]” on the Village were not received until July 21, 2022, when the Village Clerk responded to a public records request. The City states that “by

that date, all of the summary judgment briefs had been submitted to the court in accordance with the [c]ourt’s scheduling order.” We are not persuaded by this argument for the following reasons.

¶39 First, as the City acknowledges in its brief-in-chief, Section 10 of the Agreement “provides for the continued application of the Town’s Comprehensive Plan and [the] Town’s Zoning Code not only within the jurisdiction of the lands transferred from [the Town] to the Village[,] under the terms of the Triggering Ordinance, but to the unzoned land of the Village as well.” Thus, the City appears to have been aware through the existence of the Agreement—prior to its summary judgment submissions—of the facts forming the basis of its argument on appeal that Section 10 “establish[es] zoning and land division regulations by contract” rather than establishing them through the statutes that the City now contends were not complied with here.

¶40 Second, even if the argument that the City now raises were somehow dependent on the Village’s July 21, 2022 response to a public records request, the City offers no explanation as to why it did not request an opportunity for additional briefing on this issue in the circuit court once it became aware of this information. Accordingly, we reject the City’s arguments related to zoning and other land regulation requirements.

IV. The City Fails to Show that the Agreement is Void Because it Does Not Limit the Term of the Agreement to a Period of Time Not Exceeding Ten Years.

¶41 As the City correctly notes, WIS. STAT. § 66.0301(6)(b) provides that the maximum term of an intergovernmental agreement authorized under § 66.0301 is ten years and that when the agreement expires, all provisions of the agreement expire, except the boundary change, which remains in effect until subsequently

changed. Based on this provision, the City argues that, because the Agreement in this case does not contain a specified term, it is “both inconsistent with, and contrary to, the requirements of § 66.0301(6)(b).” The circuit court rejected this argument, explaining:

The [Agreement] was promulgated under the statute which allows for a 10[-]year term. In the absence of a shorter term stated in the [Agreement], the [Agreement] is necessarily limited by the term of the statute. The Court agrees with [the Village and Town] that under the statute, after 10 years have elapsed boundary changes will remain in place, but other aspects of the agreement will terminate.

The Respondents’ position is the same as the court’s: the term of the Agreement is the maximum term, and the Respondents did not include a specific durational term in the Agreement because they chose to use the maximum statutory ten-year term.

¶42 The City’s only response to the circuit court’s and the Respondents’ position is as follows: “That argument not only ignores the requirements of [WIS. STAT. § 66.0301] relating to the term of the contract, but basic rules governing contract law. If a contract does not include a specific term, then that contract is indefinite.” The City does not explain why the statutory ten-year term would not apply to the Agreement, does not provide any authority suggesting that a term must be included in an agreement under § 66.0301, and does not otherwise develop its argument on this point. Because the court’s ruling is supported in law and logic, and given that the City advances no developed argument to the contrary, we reject the City’s argument. *See Pettit*, 171 Wis. 2d at 646.

CONCLUSION

¶43 For the reasons stated, we conclude that the City has not shown that the Agreement is contrary to WIS. STAT. § 66.0301; therefore we affirm the circuit court order dismissing the City’s action on summary judgment.

By the Court.—Order affirmed.

This opinion will not be published. See WIS. STAT. RULE 809.23(1)(b)5.

EXHIBIT B

Triggering Ordinance

[See Attached]

ORDINANCE NO. _____

STATE OF WISCONSIN: VILLAGE OF LAC LA BELLE: WAUKESHA COUNTY:

**AN ORDINANCE ATTACHING AND ANNEXING CERTAIN TERRITORY TO THE
VILLAGE OF LAC LA BELLE**

WHEREAS, the Village of Lac La Belle, the Town of Oconomowoc, and the Town of Oconomowoc Utility District No. 1 are parties to an Intergovernmental Agreement entered into pursuant to Wis. Stat. § 66.0301 (the “Agreement”);

WHEREAS, under the terms of the Agreement, following the Agreement’s effective date, the Village is to attach and annex certain territory then located in the Town pursuant to the adoption of a “Triggering Ordinance” by the Village under Wis. Stat. § 66.0301(6)(e); and

WHEREAS, this Ordinance is intended to serve as the Triggering Ordinance contemplated by the Agreement.

NOW, THEREFORE, THE VILLAGE BOARD OF THE VILLAGE OF LAC LA BELLE, WAUKESHA COUNTY, WISCONSIN, DO ORDAIN AS FOLLOWS:

SECTION 1: The territory described and depicted on the attached Exhibit 1 is hereby attached and annexed to the Village effective immediately.

SECTION 2: The Village Clerk is directed to file the documents required by Wis. Stat. § 66.0301(6)(e) and to take all other necessary action to implement, and effectuate the purpose of, this Ordinance.

SECTION 3: The terms and provisions of this Ordinance are severable. If any provision of this Ordinance is held to be invalid or unenforceable, or if the application of any provision to any person or circumstance is held to be invalid or unenforceable, such holding shall not affect the other provisions or application of this Ordinance, which shall be given lawful effect without the invalid or unenforceable provisions or application.

SECTION 4: All ordinances or parts of ordinances conflicting with or contravening the provisions of this Ordinance are hereby repealed.

SECTION 5: This Ordinance shall take effect upon passage and posting as provided by law.

[Signature Page to Follow]

[Signature Page to Ordinance]

PASSED AND ADOPTED by the Village Board of the Village of Lac La Belle, Waukesha County, Wisconsin this _____ day of _____, 20____.

VILLAGE OF LAC LA BELLE,

BY: _____
Timothy J. Clark, Village President

ATTEST:

Danielle Wraalstad, Clerk/Treasurer

Date Introduced: _____

Date Adopted: _____

Date Posted: _____

EXHIBIT 1

Legal Description and Map of Territory to be Attached and Annexed

All of Section 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 23, 24, 25, and 26 and part of the Northwest 1/4 and Northeast 1/4 of the Northwest 1/4 and the Northwest 1/4 and Northeast 1/4 of the Northeast 1/4 of Section 19; Part of the Northwest 1/4, Northeast 1/4 and Southeast 1/4 of the Northwest 1/4, all of the Northeast 1/4, all of the Northwest 1/4, the Northeast 1/4, the Southeast 1/4 and part of the Southwest 1/4 of the Southeast 1/4, all of the Northeast 1/4, part of the Northwest 1/4, the Southeast 1/4 and Southwest 1/4 of the Southwest 1/4 of Section 20; all of the Northwest 1/4, all of the Northeast 1/4, all of the Northwest 1/4, the Northeast 1/4, the Southeast 1/4 and part of the Southwest 1/4 of the Southeast 1/4, all of the Southwest 1/4 of Section 21; all of the Northwest 1/4, all of the Northeast 1/4, part of the Northwest 1/4 of the Southeast 1/4, all of the Northwest 1/4 and Southwest 1/4 and a part of the Northeast 1/4 of the Southwest 1/4 of Section 22; all of the Northwest 1/4 and part of the Southwest 1/4 of the Northwest 1/4, part of the Northeast 1/4 of the Northeast 1/4, part of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 27; all of the Northwest 1/4, and Northeast 1/4, and a part of the Southeast 1/4 and Southwest 1/4 of the Northwest 1/4, part of the Southeast 1/4 of the Northeast 1/4, and all of the Northwest 1/4 and a part of the Southwest 1/4 of the Southwest 1/4 of Section 28; all of the Northwest 1/4, all of the Northeast 1/4, all of the Southwest 1/4, all of the Northwest 1/4, the Northeast 1/4, the Southwest 1/4 and part of the Southeast 1/4 of the Southeast 1/4 of Section 29; part of the Northwest 1/4 and all of the Northeast 1/4, Southeast 1/4 and Southwest 1/4 of the Northwest 1/4, all of the Northeast 1/4, all of the Southeast 1/4, all of the Southwest 1/4 of Section 30; part of the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 33; part of the Northwest 1/4, and Northeast 1/4, all of the Southeast 1/4 and Southwest 1/4 of the Northwest 1/4, all of the Northeast 1/4, all of the Northwest 1/4, the Northeast 1/4, the Southwest 1/4 and part of the Southeast 1/4 of the Southeast 1/4, all of the Southwest 1/4 of Section 34; all of the Northwest 1/4, all of the Northeast 1/4, all of the Northwest 1/4, the Northeast 1/4, part of the Southeast 1/4 and Southwest 1/4 of the Southeast 1/4, all of the Northwest 1/4, the Northeast 1/4, part of the Southeast 1/4 and Southwest 1/4 of the Southwest 1/4 of Section 35; all of the Northwest 1/4, all of the Northwest 1/4, the Northeast 1/4, the Southwest 1/4 and part of the Southeast 1/4 of the Northeast 1/4, all of the Northwest 1/4, part of the Northeast 1/4, the Southeast 1/4 and Southwest 1/4 of the Southeast 1/4, the Northwest 1/4, the Northeast 1/4, the Southeast 1/4 and Southwest 1/4 of the Southwest 1/4 of Section 36 in Town 8 North, Range 17 East: and part of the Southwest 1/4 of the Southwest 1/4 of Section 31, Town 8 North, Range 18 East and part of the Northwest 1/4 and the Northeast 1/4 of the Northeast 1/4 of Section 01, Town 7 North, Range 17 East in the Town of Oconomowoc, Waukesha County, State of Wisconsin.

Beginning at the Northwest corner of Section 6, thence South 89°37'29" East along the North line of the Northwest 1/4 of said Section 6 a distance of 2366.10 feet to the North 1/4 corner of said Section 6; thence South 89°52'33" East along the North line of the Northeast 1/4 of said Section 6 a distance of 2652.14 feet to the Northwest corner of Section 5; thence North 89°33'56" East along the North line of the Northwest 1/4 of said Section 5 a distance of 2646.33 feet to the North 1/4 of said Section 5; thence North 88°16'54" East along the North line of the Northeast 1/4 of said Section 5, a distance of 2646.90 feet to the Northwest corner of Section 4;

thence North $88^{\circ}16'55''$ East along the North line of the Northwest 1/4 of said Section 4, a distance of 2628.46 feet to the North 1/4 corner of said Section 4; thence North $88^{\circ}16'55''$ East along the North line of the Northeast 1/4 of Section 4 a distance of 13.15 feet to the South 1/4 corner of Section 33, T9N, R17E; thence North $89^{\circ}18'21''$ East along the North line of the Northeast 1/4 of said Section 4 a distance of 2612.67 feet to the Northwest corner of Section 3; thence North $89^{\circ}18'21''$ East along the North line of the Northwest 1/4 of said Section 3 a distance of 26.40 feet to the Southwest corner of Section 34, T9N, R17E; thence North $89^{\circ}07'47''$ East along the North line of the Northwest 1/4 of said Section 3 a distance of 2636.87 feet to the North 1/4 corner of said Section 3; thence North $89^{\circ}07'47''$ East along the North line of the Northeast 1/4 of said Section 3 a distance of 13.17 feet to the South 1/4 corner of Section 34, T9N, R17E; thence North $89^{\circ}39'35''$ East along the North line of the Northeast 1/4 of said Section 3 a distance of 2646.31 feet to the Northwest corner of Section 2; thence South $89^{\circ}47'19''$ East along the Northwest 1/4 of said Section 2, a distance of 2649.93 feet to the South 1/4 corner of Section 35, T9N, R17E; thence South $89^{\circ}08'34''$ East along the North line of the Northwest 1/4 of said Section 2, a distance of 16.47 feet to the North 1/4 of said Section 2; thence South $89^{\circ}08'34''$ East along the North line of the Northeast 1/4 of said Section 2 a distance of 2632.70 feet to the Southeast corner of Section 35, T9N, R17E; thence South $89^{\circ}11'21''$ East along the North line of the Northeast 1/4 of said Section 2 a distance of 32.99 feet to the Northwest corner of Section 1; thence South $89^{\circ}11'21''$ East along the North line of the Northwest 1/4 of said Section 1, a distance of 2601.78 feet to the Southwest corner of Section 36, T9N, R17E; thence South $88^{\circ}25'34''$ East along the North line of the Northwest 1/4 of said Section 1, a distance of 16.50 feet to the North 1/4 corner of said Section 1; thence South $88^{\circ}25'33''$ East along the North line of the Northeast 1/4 of said Section 1 a distance of 2616.80 feet to the Northeast corner of said Section 1; thence South $01^{\circ}11'32''$ West along the East line of the Northeast 1/4 of said Section 1 a distance of 3211.26 feet to the East 1/4 of said Section 1; thence South $01^{\circ}25'15''$ West along the East line of the Southeast 1/4 of said Section 1, a distance of 2637.25 feet to the Northeast corner of Section 12; thence South $00^{\circ}55'34''$ West along the East line of the Northeast 1/4 of said Section 12, a distance of 2651.43 feet to the East 1/4 corner of said Section 12; thence South $01^{\circ}21'56''$ West along the East line of the Southeast 1/4 of said Section 12, a distance of 2646.03 feet to the Northeast corner of Section 13; thence South $00^{\circ}55'34''$ West along the East line of the Northeast 1/4 of said Section 13, a distance of 2655.53 feet to the East 1/4 of said Section 13; thence South $00^{\circ}07'37''$ West along the East line of the Southeast 1/4 of said Section 13, a distance of 2646.90 feet to the Northeast corner of Section 24; thence South $00^{\circ}00'56''$ West along the East line of the Northeast 1/4 of said Section 24 a distance of 2637.83 feet to the East 1/4 corner of said Section 24; thence South $00^{\circ}08'27''$ East along the East line of the Southeast 1/4 of said Section 24, a distance of 2631.15 feet to the Northeast corner of Section 25; thence South $00^{\circ}00'40''$ West along the East line of the Northeast 1/4 of said Section 25, a distance of 2656.44 feet to the East 1/4 corner of said Section 25; thence South $01^{\circ}29'20''$ West along the East line of the Southeast 1/4 of said Section 25, a distance 2656.39 feet to the Northeast corner of Section 36; thence South $00^{\circ}46'39''$ West along the East line of the Northeast 1/4 of said Section 36, a distance of 1353.92 feet to a meander point ; thence South $46^{\circ}26'31''$ West, along a meander line of Okauchee Lake 501.48 feet; thence South $44^{\circ}24'06''$ East, along a meander line of Okauchee Lake 505.68 feet to the East line of the Northeast 1/4 of Section 36; thence South $0^{\circ}46'39''$ West along said East line, 596.71 feet to the East 1/4 corner of said Section 36; thence South $0^{\circ}45'21''$ West along the East line of the Southeast 1/4 of Section 36, a distance of 105.90 feet to a meander point; thence South $36^{\circ}15'03''$

West along a meander line of Okauchee Lake, 143.55 feet; thence South 42°31'46" East, along a meander line of Okauchee Lake 121.57 feet to the East line of the Southeast 1/4 of Section 36; thence South 0°45'21" West along said East line, 399.11 feet to a meander point; thence South 11°10'42" West along a meander line of Okauchee Lake 851.22 feet to the North line of Lot 10 of the Plat of Okauchee Bay Park; thence South 89°58'53" East along said North line 313.07 feet to the West line of Road "O"; thence South 0°03'52" East along said West line, 1,038.50 feet to the South line of Parcel 1 of Certified Survey Map No. 5672; thence North 89°25'38" West along said South line 173.92 feet to the East line of the Southeast 1/4 of Section 36; thence South 0°45'21" West along said East line 57.60 feet to the Northeast corner of Section 01, T7N, R17E; thence South 0°15'28" East along the East line of the Northeast 1/4 of said Section 01, a distance of 1,089.83 feet to the Southerly line of the CP Rail System right of way; thence North 61°49'20" West along said Southerly line 811.15 feet to the Easterly line of Lot 2 of Certified Survey Map No. 12133; thence South 1°15'19" East along said Easterly line 48.98 feet to the Southerly line of the CP Rail System right of way; thence North 61°49'15" West along said Southerly line 686.79 feet; thence North 65°05'15" West along said Southerly line, 352.29 feet; thence North 66°58'44" West along said Southerly line, 250.22 feet; thence North 58°18'34" West along said Southerly line 171.09 feet; thence North 69°47'23" West along said Southerly line 304.87 feet to the North line of the Northeast 1/4 of Section 01, T7N, R17E; thence South 89°45'00" East along said North line 286.99 feet to the Northerly line of CP Rail System right of way; Thence Northwesterly 678.60 feet along said Northerly line and the arc of a curve to the left, whose radius is 9210.59 feet and whose chord bears North 71°10'08" West, 678.45 feet to the West line of the Southeast 1/4 of Section 36; thence South 0°57'12" East along said West line 86.62 feet to the Southerly line of the CP Rail System right of way; thence Northwesterly 910.43 feet along said Southerly line and the arc of a curve to the left, whose radius is 9126.29 feet and whose chord bears North 75°58'28" West, 910.05 feet; thence North 13°29'30" East along said Southerly line 5.61 feet; thence North 80°44'46" West along said Southerly line, 1,789.61 feet to the West line of the Southwest 1/4 of Section 36; thence North 80°46'27" West along the Southerly line of the CP Rail Systems right of way 148.62 feet; thence Northwesterly 1705.44 feet along said Southerly line and the arc of a curve to the left, whose radius is 5633.63 feet and whose chord bears North 88°47'22" West, 1698.93 feet; thence Southwesterly 595.51 feet along said Southerly line and the arc of a curve to the left, whose radius is 5754.76 feet and whose chord bears South 79°34'25" West, 595.24 feet; thence South 76°27'29" West along said Southerly line 201.00 feet to the West line of the Southeast 1/4 of Section 35; thence South 76°27'16" West along the Southerly line of the CP Rail Systems right of way 497.69 feet; thence North 31°56'56" West, 358.07 feet to the Northerly Line of E. Wisconsin Avenue ; thence North 11°34'44" West along a meander line of Upper Oconomowoc Lake 335.67 feet; thence North 62°12'39" West along said meander line 240.13 feet to the East line of Certified Survey Map No. 7551; thence South 3°33'50" West along said East line and the extension thereof 607.76 feet to the Northerly line of STH "16"; thence North 76°27'23" East along said Northerly line 77.33 feet; thence South 19°36'36" East, 254.37 feet to the Southerly line of the CP Rail Systems right of way; thence South 76°27'43" West along said Southerly line, 1,288.08 feet to the South line of the Southwest 1/4 of Section 35; thence North 89°35'27" West along said South line , 531.76 feet to the Southeast corner of Section 34; thence South 89°51'30" West along the South line of the Southeast 1/4 of said Section 34 a distance of 99.80 feet to the West line of Brown St, CTH "P"; thence North 0°08'32" West along said West line 142.74 feet to the Southerly line of STH 16; thence North 78°30'43" West along said Southerly line 316.50 feet; thence South 0°08'31"

East, 206.54 feet to the South line of the Southeast 1/4 of Section 34; thence South 89°51'30" West along said South line 2,229.96 feet to a point to the South 1/4 corner of Section 34; thence South 89°51'19" West along the South line of the Southwest 1/4 of Section 34 a distance of 2,639.70 feet to the Southeast corner of Section 33; thence South 89°44'03" West along the South line of the Southeast 1/4 of said Section 33 a distance of 148.67 feet to the East line of Lot 7, Block B of the Plat of Sheldon Park; thence North 0°01'11" East along said East line 329.77 feet to the Southerly line of Lot 1 Block B of the Plat of Sheldon Park; thence South 89°44'07" West along said Southerly line 41.64 feet; thence North 61°32'02" West along said Southerly line 22.02 feet to the Westerly line of Lot 1, Block B of the Plat of Sheldon Park; thence North 0°01'11" East along said West line 610.45 feet to the Northerly line of Lot 1, Block B of the Plat of Sheldon Park; thence North 27°43'10" East along said Northerly line 451.10 feet to the West line of the Southwest 1/4 of Section 34; thence North 0°01'15" East along said West line 1,297.24 feet to the West 1/4 corner of Section 34; thence North 0°20'05" West along the West line of the Northwest 1/4 of Section 34, 609.43 feet to a meander point; thence South 52°10'59" West along a meander line of the Oconomowoc River 492.16 feet to the East line of Lot 16, Block 15O of the Corrected Plat Oconomowoc Heights Section A; thence South 0°00'00" East along said East line 199.40 feet to the South line of Juneau Avenue; thence South 89°59'57" West along said South line 200.00 feet to the East line of vacated Marquette Street; thence South 0°00'01" East along said East line 113.44 feet to the South line of the Northeast 1/4 of Section 33; thence South 89°29'56" West along said South line 644.02 feet to the East line of N. Lapham Street thence North 0°00'00" East along said East line 479.52 feet to a meander point; thence South 69°43'41" East along a meander line of the Oconomowoc River 213.21 feet to the West line of Lot 5, Block 14N of the Corrected Plat Oconomowoc Heights Section A; thence North 0°00'00" West along said West line and the extension thereof 299.61 feet to the centerline of Washington Street; thence North 90°00'00" West along said centerline 66.00 feet to the extension of the West line of Lot 3 and Lot 19, Block 12L of the Corrected Plat Oconomowoc Heights Section A; thence North 0°00'00" West along said west line and the extension thereof 290.00 feet to the centerline of Wilson Street; thence North 90°00'00" East along said centerline 25.00 feet to the West line of the East 1/2 of Lot 4 and lot 21, Block 9I of the Corrected Plat Oconomowoc Heights Section A; thence North 0°00'00" East along said West line and the extension thereof 290.00 feet to the centerline of Madison Street; thence North 90°00'00" West along said centerline 125.00 feet to the extension of the West line of Lot 23, Block 7G of the Corrected Plat Oconomowoc Heights Section A; thence North 0°00'00" East, 171.84 feet to the South line of Lot 1, Block 7G of the Corrected Plat Oconomowoc Heights Section A; thence South 89°59'57" West along said South line and the extension thereof 75.00 feet to the centerline of N. Lapham Street; thence North 0°00'00" West along said centerline 171.85 feet to the centerline of Yale Street; thence South 90°00'00" East along said centerline 125.00 feet to the extension of the East line of Certified Survey Map No. 4000; thence North 0°00'00" West along said East line and the extension thereof 205.00 feet to the East line of Lot 2, Block 5E of the Corrected Plat Oconomowoc Heights Section A; thence North 0°00'00" West along said East line and the extension thereof 205.00 feet to the centerline of Harvard Street; thence South 90°00'00" West along said centerline 50.00 feet to the extension of the East line Lot 47, Block 3C of the Corrected Plat Oconomowoc Heights Section A; thence North 0°00'00" West along said East line 139.00 feet to the South line of Lot 2 Block 3C of the Corrected Plat Oconomowoc Heights Section A; thence South 89°59'57" West along said South line and the extension thereof 75.00 feet to the centerline of N. Lapham Street; thence North 0°00'00" East along said centerline

282.00 feet to the extension of the North line of the South 9 feet of Lot 1 and Lot 2, Block 1A of the Corrected Plat Oconomowoc Heights Section A; thence North 89°59'58" East along said North line 125.00 feet to the West line of Lot 3, Block 1A of the Corrected Plat Oconomowoc Heights Section A; thence North 0°00'00" West along said West line and the extension thereof 133.27 feet to the North line of the Northeast 1/4 of Section 33; thence North 89°59'34" East along said North line 1,137.26 feet to the Southeast corner of Section 28; thence North 0°09'47" East along the East line of the Southeast 1/4 of Section 28 a distance of 1,314.54 feet to the North line of lands described in Document #2971049; thence South 89°43'08" East along said North line 382.90 feet to the West line of Outlot 1 of Pine Ridge Estates West; thence South 2°01'10" West along said West line 389.90 feet; thence South 0°09'45" West along said West line 639.96 feet to the South line of Outlot 1 of Pine Ridge Estates West; thence South 89°52'29" East along said South line 101.85 feet to the West line of Lot 2, Block 4 of Indian Head Hills; thence North 5°55'10" East along said West line 182.16 feet to the North Line of said Lot 2; thence South 85°20'59" East along said North line 62.52 feet; thence South 88°21'00" East along said North line 62.52 feet to the West line of Indianhead Trail; thence North 0°09'03" East along said West line 60.01 feet; thence South 89°51'01" East, 60.00 feet to the West line of Lot 5 Block 3 of Indian Head Hills; thence North 0°09'02" East along said West line 229.99 feet to the North line of said Lot 5; thence South 89°51'00" East along said West line 120.00 feet to the Northerly line of Lot 4, Block 3 of Indian Head Hills; thence North 65°05'19" East along said North line 97.97 feet to the North line of said Lot 4; thence South 75°00'59" East along said North line and the extension thereof 387.13 feet to the Northerly line of Lot 2 of Block 3 of Indian Head Hills; thence South 33°16'32" East along said Northerly line 84.90 feet to the Northerly line of Lot 1, Block 3 of Indian Head Hills; thence South 89°39'49" East along said Northerly line 140.00 feet to the East line of said Lot 1; thence South 0°20'11" West along said East line 111.00 feet; thence South 89°39'50" East along the North line of Lot 3, Block 1 of Indian Head Hills and extension thereof 280.09 feet to the East line of Indian Head Hills; thence South 0°20'13" West along said East line 507.96 feet to the North line of the Northwest 1/4 of Section 34; thence North 89°50'55" West along said North line 590.87 feet; thence South 0°09'45" West, 50.21 feet to the South line of Lisbon Road; thence South 28°39'25" East along the Westerly line of Lot 1 of Certified Survey Map 11727 a distance of 270.38 feet to the Southerly line of said Lot 1; thence South 78°08'52" East along said Southerly line 138.46 feet; thence South 89°51'00" East along said Southerly line 242.05 feet to the Westerly line of said Lot 1; thence South 37°33'12" East along said Westerly line 847.91 feet to the Southerly line of said Lot 1; thence North 89°40'10" East along said Southerly line 461.08 feet to the East line of said Lot 1; thence North 0°29'45" West along said East line and the extension thereof 982.22 feet to the North line of the Northwest 1/4 of Section 34; thence North 89°51'58" West along said North line 659.78 feet to the extension of the East line of Outlot 12 of Certified Survey Map No. 11441; thence North 0°19'47" East along said East line 264.00 feet to the Southerly line of Pine Ridge Estates III; thence South 89°51'00" East along said Southerly line 659.79 feet to the West line of Lot 2 of Certified Survey Map No. 11099; thence South 00°19'48" West along said West line and the extension thereof 263.81 feet to the North line of the Northeast 1/4 of Section 34; thence South 89°33'30" East along said North line 2,618.40 feet to the Southwest corner of Section 26; thence North 0°06'45" West along the West line of the Southwest 1/4 of said Section 26 a distance of 2,625.61 feet to the West 1/4 corner of said Section 26; thence North 0°07'30" West along the West line of the Northwest 1/4 of said Section 26 a distance of 1,576.52 feet to the extension of the South line of Lot 2 of Certified Survey Map No. 3282; thence North 89°27'34" West along

said South line 299.87 feet to the West line of Certified Survey Map No. 3282; thence North 0°07'32" West along said West line 399.99 feet to the North line of Lot 1 of Certified Survey map No. 3282; then South 89°27'34" East along said North line and the extension thereof 299.88 feet to the West line of the Northwest 1/4 of Section 26; thence North 0°07'30" West along said West line 649.04 feet to the Southwest corner of Section 23; thence North 0°24'09" East along the West line of the Southwest 1/4 of said Section 23 a distance of 2646.92 feet to the East 1/4 corner of Section 22; thence; thence North 88°57'12" West along the South line of the Northeast 1/4 of said Section 22 a distance of 1,662.87 feet to the extension of the East line of Lot 1 of Certified Survey Map No. 9964; thence South 1°03'27" West along said East line 464.91 feet to the South line of said Lot 1; thence North 88°56'36" West along said South line 525.00 feet to the West line of said Lot 1; thence North 1°03'27" East along said West line and the extension thereof 464.82 feet to the South line of the Northeast 1/4 of Section 22; thence North 88°57'12" West along said South line 437.44 feet to the Center of Section 22; thence North 89°20'22" West along the South line of the Northwest 1/4 of said Section 22 a distance of 724.00 feet to the East line of Lot 1 of Certified Survey Map No. 9177; thence South 0°14'41" West along said East line 528.25 feet to the Southerly line of said Lot 1; thence North 89°35'44" West along said Southerly line 151.44 feet; thence South 77°45'25" West, along said Southerly line 438.11 feet to the East line of lands described in Document #1241582; thence South 0°57'05" East along said East line 1356.86 feet to the Northwest corner of Lot 281 of Prairie Creek Ridge Addition No. 6; thence South 0°57'05" East along the West line of Prairie Creek Ridge Addition No. 6 a distance of 691.77 feet to the South line of the Southwest 1/4 of Section 22; thence South 0°29'35" West along the West line of Prairie Creek Ridge Addition No. 6 a distance of 412.49 feet to the Northwest corner of Lot 315 of Prairie Creek Ridge Addition No. 7; thence South 0°29'38" West along the West line of Prairie Creek Ridge Addition No. 7 a distance of 556.67 feet; thence South 0°29'37" West along the West line of lands described in Document #2955032 a distance of 350.32 feet to the extension of the North line of Outlot 6 of Wood Creek V; thence North 89°43'36" West along said North line 814.17 feet to the Easterly line of STH "16"; thence South 5°50'29" West along said Easterly line 769.10 feet; thence South 3°46'43" East along said Easterly line 552.87 feet to the South line of the Northwest 1/4 of Section 27; thence North 89°35'12" West along said South line 463.75 feet to the East 1/4 corner of Section 28; thence South 89°55'50" West along the South line of the Northeast 1/4 of Section 28 a distance of 208.47 feet to the extension of the Easterly line of Lot 2 of Certified Survey Map No. 11191; thence North 0°46'18" East along said Easterly line 208.45 feet to the Southerly line of said Lot 2; thence North 89°56'06" East along said Southerly line 208.49 feet to the West line of the Northwest 1/4 of Section 27; thence North 0°46'39" East along said West line 2,423.94 feet to the Southwest corner of Section 22; thence North 1°23'50" West along the West line of the Southwest 1/4 of Section 22 a distance of 671.73 feet to the North line of Lot 2 of Certified Survey Map No. 10458; thence South 89°47'21" West along said North line 1,294.94 feet to the West line of said Lot 2; thence South 1°27'40" East along said West line 666.56 feet to the North line of Lot 1 of Certified Survey Map No. 893; thence North 89°58'54" West along said North line 1,294.74 feet to the West line of said Lot 1; thence South 0°17'11" West, 941.01 feet a point on the East line of Lot 1, Block 5 of Burtonwood Addition No. 1; thence South 0°22'26" West along said East line 170.95 to the South line of Parkview Drive; thence Southwesterly 119.51 feet along said South line and the arc of a curve to the right, whose radius is 250.00 feet and whose chord bears South 76°36'11" West, 118.43 feet to the East line of Lot 9, Block 7 of Burtonwood Addition No. 2; thence South 2°43'37" East along said East line 95.18 feet; thence

South 14°35'25" West along said East line 121.79 feet; thence South 44°22'23" West along said East line 32.85 feet to a meander point on Crystal Lake; thence South 51°37'43" West along said meander line of Crystal Lake 1,068.86 feet to the Southwest corner of Lot 1, Block 7 of Burtonwood Addition No. 2; thence North 44°28'28" West along the West line of said Lot 1 a distance of 241.83 feet to the South line of Parkview Drive; thence South 45°31'35" West along said South line 171.60 feet to the East line of Lot 2 of Certified Survey Map No. 9683; thence North 0°06'23" West along said East line 8.54 feet to the Southerly line of said Lot 2; thence South 35°10'50" West along said Southerly line 357.09 feet; thence North 38°41'04" West along said Southerly line 569.88 feet to the South line of Lot 1 of Certified Survey Map No. 9683; thence North 87°23'44" West along said South line 670.79 feet to the East line of N. Lake Road; thence South 0°30'03" East along said East line 99.99 feet; thence North 87°24'05" West, 60.42 feet to the West line of the Northwest 1/4 of Section 28; thence South 0°30'00" East along said West line 143.02 feet; thence North 89°29'55" East along the North line of lands described in Document #3131476 a distance of 457.86 feet; thence South 4°03'12" West along the East line of said lands 100.41 feet to a meander point on Rosenow Creek; thence South 7°09'13" West along said meander line of Rosenow Creek 511.01 feet to the South line of the Northwest 1/4 of Section 28; thence North 89°56'19" East along said South line 904.65 feet to the East line of the First Addition to the Revised Plat of Shorewood Terrace; thence South 0°05'21" East along said East line 1,935.43 feet to the South line of Sunset Lane; thence South 0°11'38" East along the East line of lands described in Document #3965260 a distance of 198.61 feet to the East line of Lot 1 of Certified Survey Map No. 3062; thence South 0°26'19" East along said East line 241.79 feet to the Southerly line of said Lot 1; thence South 89°57'08" West along said South line 300.00 feet to the Easterly line of said Lot 1; thence South 25°18'11" West along said Easterly line 104.27 feet to the Southerly line of said Lot 1; thence South 89°46'15" West along said Southerly line 19.82 feet to the Westerly line of Lot 2 of Certified Survey Map No. 3062; thence South 0°38'00" East along said Westerly line 24.88 feet to the Southerly line of Said Lot 2; thence North 89°59'42" East along said Southerly line 72.62 feet; thence South 70°02'37" East, 103.71 feet to the Southeasterly corner of said Lot 2; thence South 45°10'10" West along the Easterly line of said Lot 2 a distance of 59.60 feet to the Easterly line of lands described in Document #3856564; thence South 43°25'42" East along said Easterly line, 74.24 feet to the South line of the Southwest 1/4 of Section 28; thence South 89°57'10" West along said South line 1,077.76 feet to the West line of the Southwest 1/4 of Section 28; thence North 0°38'00" West along said West line 173.18 feet to the extension of the North line of Forest Drive; thence North 89°57'57" East along said North line 330.34 feet to the extension of the West line of Lot 1 of Assessors Plat No. 1 of Town of Oconomowoc; thence North 0°38'01" West along said West line 141.15 feet to the South line of lands described in Document #3418590; thence South 89°45'57" West along said South line 330.33 feet to the West line of the Southwest 1/4 of Section 28; thence North 0°38'00" West along said West line 4.86 feet to the extension of the South line of lands described in Document #2871303; thence South 75°14'55" West along said South line 315.89 feet to a meander point on Lac La Belle; thence South 37°36'18" East along said meander line of Lac La Belle 300.64 feet to the South line of the Southeast 1/4 of Section 29; thence South 89°44'01" West along said South line 2,723.54 feet to the South 1/4 corner of said Section 29; thence South 89°44'00" West along the South line of the Southwest 1/4 of said Section 29 a distance of 1,067.61 feet to the Easterly line of Islandale Drive; thence North 40°13'41" East along said Easterly line 48.51 feet; thence North 55°30'07" West, 37.86 feet to the Westerly line of Islandale Drive; thence South 40°47'36" West along said Westerly line 24.99 feet; thence

South 6°07'57" West along said Westerly line 9.81 feet; thence South 34°22'53" West along said Westerly line 36.33 feet to the South line of the Southwest 1/4 of Section 29; thence South 89°44'00" West along said South line 1,494.32 feet to the Southeast corner of Section 30; thence South 89°54'30" West along the South line of the Southeast 1/4 of Section 30 a distance of 1,327.73 feet to the East line of lands described in Document #4131178; thence South 0°14'10" East along said East line 245.35 feet to the South line of said described lands; thence South 89°54'31" West along said South line 98.00 feet to the West line of said described lands; thence North 0°03'37" East along said West line 245.35 feet to the South line of the Southeast 1/4 of Section 30; thence South 89°54'30" West along said South line 1,196.42 feet to the South 1/4 corner of said Section 30; thence North 89°37'14" West along said South line, 2,417.87 feet to the Southwest corner of said Section 30; thence North 0°00'14" West along the West line of the Southwest 1/4 of said Section 30 a distance of 2,657.22 feet to the West 1/4 corner of said Section 30; thence North 0°11'45" East along the West line of the Northwest 1/4 of said Section 30 a distance of 1,515.10 feet to the North line of Mary Lane; thence North 88°39'35" East along said North line 482.08 feet to the Northwest corner of Lot 1 of Lac La Belle Manor; thence North 88°39'35" East along the North line of said Lot 1 a distance of 337.33 feet to a meander point on Lac La Belle; thence North 81°40'25" East along said meander line of Lac La Belle 7,271.59 feet to the South line of the Southeast 1/4 of Section 20; thence North 89°13'37" East along said South line 195.10 feet; thence North 1°48'36" West, 399.50 feet; thence North 56°45'20" West, 114.48 feet to the Westerly line of Lot 4 of Certified Survey Map No. 4345; thence North 13°26'25" East along said Westerly line 147.92 feet; thence North 1°48'40" West along said Westerly line 110.05 feet to the Southerly line of South Woodlake Circle; thence South 84°00'00" West along said Southerly line 63.97 feet; thence Southwesterly 91.25 feet along said Southerly line and the arc of a curve to the left, whose radius is 1307.00 feet and whose chord bears South 82°00'00" West, 91.23 feet; thence South 80°00'00" West along said Southerly line 100.09 feet; thence Northwesterly 238.64 feet along said Southerly line and the arc of a curve to the right, whose radius is 363.00 feet and whose chord bears North 81°10'00" West, 234.36 feet; thence North 62°20'00" West along said Southerly line 100.00 feet; thence Northwesterly 149.43 feet along said Southerly line and the arc of a curve to the left, whose radius is 467.00 feet and whose chord bears North 71°30'00" West, 148.79 feet; thence North 80°40'00" West along said Southerly line 100.00 feet; thence Northwesterly 144.25 feet along said Southerly line and the arc of a curve to the right, whose radius is 253.00 feet and whose chord bears North 64°20'00" West 142.30 feet; thence North 48°00'00" West along said Southerly line 107.88 feet to the West line of North Woodlake Circle; thence North 01°48'36" West along said West line 10.75 feet to the South line of lands described in Document #1204776; thence North 64°37'40" West along said South line 418.29 feet to the South line of lands described in Document #2554542; thence North 64°37'40" West along said South line 515.12 feet to the West line of said described lands; thence North 1°13'22" West along said West line 1,344.71 feet to the South line of the Northwest 1/4 of Section 20; thence South 89°15'04" East along said South line 985.30 feet to the Easterly line of Lot 1 of Certified Survey Map No. 11903; thence North 2°12'09" West along said Easterly line 199.64 feet to the Southerly line of said Lot 1; thence North 89°15'01" West along said Southerly line 100.00 feet to the Easterly line of said Lot 1; thence North 2°12'09" West along said Easterly line 2,068.12 feet to the Southerly line STH "16"; thence North 88°25'35" West along said Southerly line 1,927.43 feet to the Westerly line Lot 1 of Certified Survey Map No. 11903; thence South 0°40'31" East along said Westerly line 763.87 feet to the Southerly line of said Lot 1; thence North 88°48'55" West along

said Southerly line 76.16 feet to the Westerly line of said Lot 1; thence South 0°39'44" East along said Westerly line 208.00 feet to the Southerly line of said Lot 1; thence North 88°50'49" West along said Southerly line 207.70 feet to the East line of the Northeast 1/4 of Section 19; thence South 89°31'10" West along the North line of and the extension thereof of Lot 1 of Certified Survey Map No. 11757 a distance of 1,325.43 feet to the West line of the Plat of Green Briar Hills; thence North 0°39'44" West along said West line 392.99 feet to the North line of the Plat of Green Briar Hills; thence South 89°03'20" East along said North line 976.37 feet to the West line of Parcel B of Certified Survey Map No. 1732; thence North 0°39'45" West along said West line 233.27 feet to the Southerly line of Lang Road; thence South 89°20'52" West along said Southerly line 37.84 feet; thence Northwesterly 667.29 feet along said Southerly line and the arc of a curve to the right, whose radius is 987.92 feet and whose chord bears North 71°18'10" West, 654.68 feet; thence South 89°18'59" West along said Southerly line 463.13 feet to the East line of Lot 1 of Certified Survey Map No. 1686; thence South 0°40'16" East along said East line 299.99 feet to the South line of said Lot 1; thence South 89°18'52" West along said South line and the extension thereof 180.81 feet to the East line of the Northwest 1/4 of Section 19; thence South 0°40'30" East along said East line 863.38 feet to the extension of the North line of Lot 1 of Certified Survey Map No. 2060; thence South 89°15'53" West along said North line 878.32 feet to the Easterly line of Outlot 1 of Certified Survey Map No. 12550; thence North 0°40'10" West along said Easterly line 209.90 feet; thence North 63°17'45" East along said Easterly line 196.78 feet; thence North 34°32'57" East along said Easterly line 219.79 feet to the Southerly line of said Outlot 1; thence North 81°00'09" East along said Southerly line 429.87 feet; thence North 89°19'15" East along said Southerly line 117.14 feet; to the West line of Saeger Road; thence North 0°40'10" West along said West line 626.67 feet to the South line of Lang Road; thence North 89°59'45" West along said South line 67.00 feet to the East line of Lot 2 of Certified Survey Map No. 6256; thence South 0°40'14" East along said East line 218.18 feet to the Northerly line of Certified Survey Map No. 12550; thence South 81°35'05" West, along said Northerly line 558.90 feet; thence South 89°59'55" West along said Northerly line 1,123.98 feet to the West line of Lot 2 of Certified Survey Map No. 2559; thence North 0°00'18" West along said West line 283.00 feet to the South line of Lang Road; thence South 89°59'35" West along said South line 110.12 feet to the Easterly line of STH "16"; thence South 45°32'58" West along said Easterly line 362.52 feet to the West line of the Northwest 1/4 of Section 19; thence North 1°31'36" East along said West line 305.01 feet to the Southwest corner of Section 18; thence North 00°33'15" East along the West line of the Southwest 1/4 of said Section 18, a distance of 2625.82 feet to the West 1/4 corner of said Section 18; thence North 00°29'24" East along the West line of the Northwest 1/4 of said Section 18, a distance of 2648.62 feet to the Southwest corner of Section 7, thence North 01°51'19" East along the West line of the Southwest 1/4 of said Section 7, a distance of 2639.08 feet to the West 1/4 corner of said Section 7; thence North 01°23'37" East along the West line of the Northwest 1/4 of said Section 7, a distance of 2636.67 feet to the Southwest corner of Section 6; thence North 01°17'35" East along the West line of the Southwest 1/4 of said Section 6, a distance of 2645.29 feet to the West 1/4 corner of said Section 6; thence North 01°13'32" East along the West line of the Northwest 1/4 of said Section 6, a distance of 3187.32 feet to the point of beginning.

Including those land between the said meander lines of Lac La Belle, Okauchee Lake and Crystal Lake to their respective Ordinary High Water Marks.

Excluding those lands between the meander line of Upper Oconomowoc Lake and the Ordinary High Water Mark of Upper Oconomowoc Lake and the meander line of the Oconomowoc River and the Ordinary High Water Mark of Upper of the Oconomowoc River.

Excluding those lands between the meander line of Rosenow Creek and the Corporate Boundary of the City of Oconomowoc.

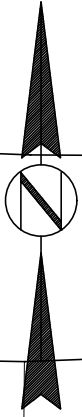


TOWN OF OCONOMOWOC

R17
R18

DODGE COUNTY

WAUKESHA COUNTY



6 5 4 3 2 1

7 8 9 10 11 12

18 17 16 15 14 13

24-8-16 19 20 21 22 23 24

LAC LABELLE

25-8-16 30 29 28 27 26 25

CRYSTAL LAKE

OKAUCHEE LAKE

JEFFERSON COUNTY
T8
T7

WAUKESHA COUNTY

31 32 33 34 35 36

FOWLER LAKE

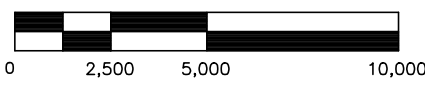
UPPER OCONOMOWOC LAKE

01-7-17



PHONE: 414.949.8919
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com

SCALE: 1" = 5,000'



PROJECT OCOTO #181152

EXHIBIT C

Legal Description and Map of Town Remnant

Town of Oconomowoc "Island A" referenced on below Map:

Part of the part of the Northwest 1/4, the Southeast 1/4 and Southwest 1/4 of the Northwest 1/4, part of the Northwest 1/4, the Southeast 1/4 and Southwest 1/4 of the Northeast 1/4, part of the Northwest 1/4, the Southeast 1/4 and Southwest 1/4 of the Southeast 1/4, all of Northwest 1/4, part of the Northeast 1/4, the Southeast 1/4 and Southwest 1/4 of the Southwest 1/4 of Section 31, T8N, R17E in the Town of Oconomowoc, Waukesha County bounded and described as follows:

Commencing at the Northwest corner of Section 31; thence South 0°04'15" East along the West line of the Northwest 1/4 of Section 31 a distance of 811.37 feet to the North line of CP Rail Systems right of way and the point of beginning of the lands to be described; thence South 68°00'28" East along said North line 4,016.73 feet to the East line of Outlot 9 of Weston Meadows II; thence South 0°31'35" West along said East line 10.10 feet to the North line of CP Rail Systems right of way; thence South 68°04'07" East along said North line 831.64 feet to the South line of the Northeast 1/4 of Section 31; thence South 89°46'53" West along said South line 771.82 feet to the North line of Chaffee Road; thence South 0°30'14" East, 33.30 feet to the South line of Chaffee Road; thence South 89°46'53" West along said South line 1,310.87 feet to the West line of lands described in Document #2710400; thence South 13°19'50" West along said West line 181.23 feet to the South line of said lands; thence South 71°48'07" East along said South line 1,429.71 feet to the extension of the Easterly line of lands described in Document #3014118; thence South 0°30'25" East along said Easterly line 650.75 feet to the Northerly line of said lands; thence South 89°37'38" East along said Northerly line 333.41 feet to the West line of Oconomowoc River Bluff; thence South 0°40'08" East along said West line 1,315.22 feet to the South line of the Southeast 1/4 of Section 31; thence South 89°46'09" West along said South line 1,673.46 feet to the South 14 corner of said Section 31; thence South 89°36'59" West along the South line of the Southwest 1/4 of said Section 31 a distance of 2,440.86 feet to the Southwest corner of Section 31; thence North 0°41'52" East along the West line of the Southwest 1/4 of said Section 31 a distance of 2,641.81 feet to the West 1/4 of said Section 31; thence North 0°04'15" West along the West line of the Northwest 1/4 of said Section 31 a distance of 1,838.48 feet to the point of beginning.

Town of Oconomowoc "Island B" referenced on below Map:

Part of the Southeast 1/4 of the Southeast 1/4 of Section 33, T8N, R17E, Town of Oconomowoc, Waukesha County, Wisconsin bounded and described as follows:

Commencing at the Southeast corner of Section 33; thence; thence South 89°44'03" West along the South line of the Southeast 1/4 of said Section 33 a distance of 848.66 feet to the point of beginning of the lands to be described; thence continuing South 89°44'03" West along said South line 59.98 feet to the West line of lands described in Document #4735825; thence North 0°20'58" East along said West line 164.78 feet to the North line of said lands; thence North 89°44'04" East along said North line 58.22 feet to the East line of Lot 12, Block B of the Plat of Sheldon Park; thence South 0°15'55" East along said East line and the extension thereof 164.77 feet to the point of beginning.



TOWN OF
OCONOMOWOC



TOWN OF
OCONOMOWOC-ISLANDS

R17
R18

DODGE COUNTY

WAUKESHA COUNTY



6 5 4 3 2 1

7 8 9 10 11 12

18 17 16 15 14 13

24-8-16 19 20 21 22 23 24

LAC LABELLE

25-8-16 30 29 28 27 26 25

CRYSTAL
LAKE

OKAUCHEE
LAKE

31 32 33 34 35 36

FOWLER
LAKE

UPPER
OCONOMOWOC
LAKE

T8
T7

JEFFERSON COUNTY
WAUKESHA COUNTY

TOWN OF OCONOMOWOC
ISLAND A

TOWN OF OCONOMOWOC
ISLAND B

01-7-17



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SCALE: 1" = 5,000'



PROJECT OCOTO #181152