

**INTERGOVERNMENTAL COOPERATIVE PLAN  
UNDER WISCONSIN STATUTE SECTION 66.0307  
BETWEEN THE CITY OF WATERTOWN AND THE  
TOWN OF EMMET**

---

Effective Date: September 29, 2014

**INTERGOVERNMENTAL COOPERATIVE PLAN  
UNDER WISCONSIN STATUTE SECTION 66.0307  
BETWEEN THE CITY OF WATERTOWN AND THE TOWN OF EMMET**

The CITY OF WATERTOWN, a Wisconsin Municipal Corporation, located in Dodge and Jefferson Counties, Wisconsin ("City") and the TOWN OF EMMET, a Wisconsin Township, located in Dodge County, Wisconsin ("Town") hereby enter into this Intergovernmental Cooperative Plan ("Plan"), subject to approval of the State Department of Administration, under the authority of Wisconsin Statute section 66.0307.

**RECITALS**

**WHEREAS**, Wisconsin Statute § 66.0307 authorizes municipalities to determine the boundary lines between themselves upon approval of a cooperative plan by the State Department of Administration; and

**WHEREAS**, the purpose of a cooperative plan is cited in Wisconsin Statute § 66.0307(3)(b), as follows:

(b) *Purpose of plan.* The cooperative plan shall be made with the general purpose of building and accomplishing a coordinated, adjusted and harmonious development of the territory covered by the plan which will, in accordance with existing and future needs, best promote public health, safety, morals, order, convenience, prosperity or the general welfare, as well as efficiency and economy in the process of development.

— and

**WHEREAS**, Wisconsin Statute §§ 66.0307(2)(a) through (d) requires that cooperative plans be organized around "options" for future boundary changes. These options, listed below, specify how boundary changes will occur over the "boundary plan" term:

- (a) That specified boundary line changes shall occur during the planning period and the approximate dates by which such changes shall occur.
- (b) That specified boundary line changes may occur during the planning period and the approximate dates by which the changes may occur.
- (c) That required boundary line change under par. (a) or an optional boundary line change under par. (b) shall be subject to the occurrence of conditions set forth in the Plan.
- (d) That the Plan is organized around Options (a) through (c), above; and

**WHEREAS**, on June 11, 2013, the City and Town entered into a Restated Intermunicipal Cooperation Agreement Between the City of Watertown and the Town of Emmet, under the authority of Wisconsin Statute § 66.0301 (attached hereto and marked as Exhibit "A"), to provide the basic foundation for this Plan, of which a copy of Exhibit "A" was recorded in the Office of the Register of Deeds for Dodge County, Wisconsin, on June 14, 2014, as Document No. 1198481; and

**WHEREAS**, the City and Town entered into the Restated Intermunicipal Cooperation Agreement for the purposes of establishing a long-term, stable boundary between the Town and the City, limiting the City's extraterritorial authority within the Protected Area, assuring orderly growth and development outside the Protected Area, protecting Town owners from annexations against their will, and facilitating attachment of lands in the Expansion Area at the will of the owners without threat of law suits; and

**WHEREAS**, this Plan is intended to further implement and carry out the intent stated in the Restated Intermunicipal Cooperation Agreement and to guide and accomplish a coordinated, well-planned, and harmonious development of the territory covered by the Plan;

**WHEREAS**, this Agreement does not adversely affect the exercise of Dodge County zoning, land subdivision review and general powers of Dodge County in areas of the Town which are not subject to this Agreement;

**WHEREAS**, this Plan was developed following a review of regional, County, and local plans and a joint public hearing on the Plan, noticed under Wisconsin Statute § 66.0307(4)(b), and from comments of the public received at the public hearing; and

**WHEREAS**, it is the intention of the parties that this Plan be a binding and enforceable contract;

**WITNESSETH:**

The City of Watertown and Town of Emmet enter into this Plan under authority of Wisconsin Statute § 66.0307, and petition the State of Wisconsin Department of Administration for approval, in accordance with statutory procedures and timeframes.

**SECTION I. PARTICIPATING MUNICIPALITIES.**

This Plan applies to the City of Watertown, located in Jefferson and Dodge Counties, Wisconsin and the Town of Emmet, located in Dodge County, Wisconsin. The boundary between the City and the Town is shown on Exhibit "B".

**SECTION II. CONTACT PERSONS.**

The following persons and their successors are authorized to speak for their respective municipalities regarding this Agreement:

**For the City of Watertown:**

Mayor John David  
City Hall  
106 Jones Street

Watertown, WI 53094  
Phone: (920) 262-4000  
Fax: (920) 262-4016

**For the Town of Emmet:**

Mr. William Nass  
Town Chairperson  
Emmet Town Hall  
N1690 State Road 26  
Watertown, WI 53098  
Phone: (920) 261-1611  
Fax: (920) 261-6143

**SECTION III. TERRITORY SUBJECT TO THE PLAN.**

**3.01 Designation of "City Growth Area" and "Town Growth Area".**

The territory subject to this Plan incorporates both "City Growth Area" and "Town Growth Area" designated by the Restated Intermunicipal Cooperation Agreement (Exhibit "A"), which is attached and incorporated by reference as a map of the affected "City Growth Area" and "Town Growth Area", marked Exhibit "B". The purpose of Exhibit "B" is to delineate the "City Growth Area" and Town Growth Area (hereinafter "City Growth Area" or "Town Growth Area"). For the purposes of this Agreement, the "City Growth Area" within the Town consists of the territory identified on Exhibit "B" as Roman Numeral I. Furthermore, there are four present "Boundary Adjustment Areas" within the "City Growth Area", identified as Areas "1", "2", "3", "4" on the aerial, photographic identified on Exhibit "C". For the purposes of this Agreement the Town Growth Area consists of the territory identified on Exhibit "B" as Roman Numeral II, which consists of the remainder of the Town of Emmet located outside of the "City Growth Area". This Agreement designates territories in the Town described as either "City Growth Area" or "Town Growth Area."

**3.02 Description of the Boundary Adjustment Areas in the "City Growth Area".**

The territory subject to this Plan specifically includes, but is not limited to, the following Boundary Adjustment Areas:

- (a) **Welsh Road Area.** The Welsh Road area more specifically defined as Area "1" in the map set forth in Exhibit "C", which is attached and incorporated by reference, shall be detached from the Town and attached to the City effective upon the expiration of three (3) years from the date of this Agreement.
- (b) **Brandt-Quirk Park Railroad Right-of-Way Area.** The Railroad Right-of-Way area running through a portion of Brandt-Quirk Park, more specifically defined as Area "2" in the map set forth in Exhibit "C", which is attached and incorporated by



reference, shall be detached from the Town and attached to the City effective upon the expiration of one (1) year from the date of this Agreement.

(c) **Highway 16 Railroad Right-of-Way Area.** The Railroad Right-of-Way area running south from Highway 16, parallel to Business Highway 26, more specifically defined as Area “3” in the map set forth in Exhibit “C”, which is attached and incorporated by reference, shall be detached from the Town and attached to the City effective upon the expiration of one (1) year from the date of this Agreement.

(d) **Highway 16 Residential Area.** The residential area south of Highway 16 bounded by the current City Limits to the City, more specifically defined as Area “4” in the map set forth in Exhibit “C”, which is attached and incorporated by reference, shall be detached from the Town and attached to the City effective upon the expiration of ten (10) years from the date of this Agreement, unless any residence(s) within the area described in Area “4” has a private wastewater treatment system that does not meet the then-current Dodge County Sanitary Code requirements, in which case the property with the failing private wastewater treatment system must attach to the City within twelve (12) months of the date when it is determined that the private wastewater treatment system fails to meet the code requirements.

(e) **State Highway 26-16 Corridor and County Highway “L” Corridor.** An agricultural and commercial area through which the State Highway 26-16 Corridor and County Highway “L” Corridor pass. The area is bounded by the current northerly city limits on the south and east boundaries, County Highway “Q” as a north boundary, and the west boundary of the Town as a west boundary. This area is not numbered nor specifically defined in the map, set forth in Exhibit “C”, which is attached and incorporated by reference, but consists of the remainder of the “City Growth Area”, set forth in Exhibit “C”. No planned boundary adjustments or detachments relate to this area as of the effective date of this Agreement but are possible during the remaining term of this Agreement pursuant to the terms of this Agreement.

(f) **Future Town Islands.** In addition to the specific boundary adjustments described in (a) through (d), above; the parties will review the attachment of future town islands in the Area described in (e) above in the remainder of the “City Growth Area” taking into consideration the following factors:

- (i) Cost-effective, efficient and economical provision of municipal services to the annexed property surrounding the prospective town island.
- (ii) Size and location of proposed town island.
- (iii) Negative environmental impacts.
- (iv) Town land use compatibility with surrounding or adjacent City land uses.

There are no planned boundary adjustments or detachments relating to future town islands as of the effective date of this Agreement but such Adjustments are possible during the remaining term of this Agreement pursuant to the terms of this Agreement.

#### **SECTION IV. ISSUES, PROBLEMS, OPPORTUNITIES.**

The Plan will address issues and problems and create opportunities as noted in the subsections below:

##### **4.01. Existing Character of the Territory (Town of Emmet).**

The Town of Emmet has a population of 1,302 (2010 census) and is located in Dodge County, Wisconsin. Its territory is about 31.7 square miles.

The Town's land use is as follows:

Agricultural—75%  
Residential— 5.5%  
Commercial— 1.5%  
Industrial—.8%  
Governmental land—.2%  
Roads— 1%  
Flood plain, conservancy, etc.—16%

Some of the major employers in the Town of Emmet are Spuncast Centrifugal; Bee Industries, Inc.; and Strauss Veal Feeds.

The transportation services infrastructure located in the Town of Emmet is served by State Trunk Highways 16 and 26 and several County Trunk Highways ("CW", "DJ", "E", "EM", "JM", "M", "MM", and "Q"). Interstate Highway 94 is located about ten miles south of the Town via STH 26.

Air service is provided by Watertown Municipal Airport, Milwaukee's General Mitchell International Airport, and Dodge County Regional Airport. Water transportation facilities are provided by the Port of Milwaukee and the Port of Kenosha. Rail service to the Town of Emmet is provided by the Union Pacific Railroad and Canadian Pacific Railroad Companies.

Fire protection for the Town is provided by the Watertown Fire Department and Town of Lebanon Fire Department. Police protection is provided by the Town of Emmet Police Department and the Dodge County Sheriff's Department.

Public school and college districts serving the Town and 5 miles around it are the Watertown Unified School District and Madison College Technical College District.

#### **4.02. Existing Character of the Territory (City of Watertown).**

The City of Watertown has a population of 23,861 (2010 census) and is located in Dodge and Jefferson Counties. The City of Watertown is located on the Rock River and has expanded to include an area of about 10 square miles. The primary growth of the area is residentially to the southwest and northwest, commercially to the northeast and south, and industrially to the southeast and west.

Nearby urban locations, their approximate populations and proximity to the City of Watertown include the following:

<b>City</b>	<b>Distance* &amp; Direction</b>	<b>Population**</b>
Beaver Dam	26 miles northwest	16,214
Fond du Lac	50 miles north	43,021
Green Bay	111 miles northeast	104,057
Janesville	41 miles south	63,575
Madison	39 miles west	233,209
Milwaukee---	46 miles east	594,833
Chicago	128 miles southeast	2,695,598

\* Distances are from the 2010 Official State Highway Map of Wisconsin where possible, others are estimated.

\*\* Approximate populations are from the U.S. Census Bureau 2010.

Scattered around the City of Watertown are a variety of manufacturing and processing businesses. Some of the major employers in the Watertown area include Ad-Tech Industries, Alta Genetics USA, Bethesda Lutheran Home, Symbol Mattress Corp., Clasen Quality Coatings, Inc., Fisher-Barton Industries, Inc., Cutler Hammer/Eaton, Glory Industries, Emil's Frozen Pizza, Evald Moulding Co. Inc., Johnsonville Foods, Kusel Equipment, Maas Brothers Construction, Maranatha Baptist Bible College, Metal Tek/Wisconsin-Investcast, Multi Color Corp., Reiss Industries, Resource Recovery, S.I. Industries, Watertown Hops Company, Watertown UW-Hospital Regional Medical Center, Watertown Metal Products, and Wis-Pak, Inc.

The transportation services infrastructure located in the City of Watertown is serviced by State Trunk Highways 16, 19, 26, and several County Trunk Highways ("A", "CW", "E", "M", "R", "T", "X", and "Y"). Interstate Highway 94 is located about eight miles south of the City of Watertown via STH 26.

Air service is provided by Watertown Municipal Airport (located on the south side of the city), Milwaukee's General Mitchell International Airport (about 50 miles east) and Dane County Regional Airport (about 40 miles west). Water transportation facilities are provided by the Port of Milwaukee (about 50 miles east) and the Port of Kenosha (about 71 miles southeast).

Rail service to the City of Watertown is provided by the Union Pacific Railroad and Canadian Pacific Railroad Companies.

Recreational opportunities exist on the Rock River, Watertown Aquatic Center, Watertown City Parks, including a state-of-the-art baseball complex, Watertown Country Club, Windwood Golf Course, and a variety of other private recreational activities. Fire protection is provided by the Watertown Fire Department. Police protection is provided by the Watertown Police Department, the Dodge County Sheriff's Department and the Jefferson County Sheriff's Department.

Public school and college districts serving the City and 5 miles around it are the Watertown Unified School District and ten parochial elementary schools, as well Maranatha Academy and Luther Prep High Schools. For post-secondary educational opportunities there are located within the City Maranatha Baptist Bible College and Madison College Technical College District.

#### **4.03. Response to Rapid Growth.**

Growth pressure on the City and the Town continues at high levels. Unplanned growth will likely result in unanticipated burdens on public services for both the Town and City, especially in the "City Growth Area". The City and the Town wish to adopt policies designed to respond to these growth pressures in an attempt to manage the growth so that it proves to be a benefit to the community rather than a detriment.

#### **4.04. Protection of Land, Water, and Air.**

The Watertown-Emmet area contains rich land, water, and air resources. These assets have been a key component of the quality of life enjoyed by residents of the area. In planning to respond to growth, it is vital to assure that growth does not degrade the assets that have contributed to the quality of life of this area.

#### **4.05. Maintenance of Positive Relationships Between the City and the Town.**

The City and the Town have enjoyed a good relationship without the hostility present in many relationships between incorporated municipalities and adjacent towns. They share a common business and social community and desire to maintain and build those ties. The City and the Town believe that entering into this Agreement will create certainty as to the future relationship between the communities and avoid animosity which otherwise might diminish the good relationship they currently enjoy.

#### **4.06. Assurance of Orderly and Economic Development of the City and the Town.**

The purpose of this Agreement from the City's perspective is to promote a long-term, environmentally sound, cost-effective pattern of land division for future growth in the "City Growth Area" with the provision of the City sanitary sewer services and water supply services to these "City Growth Area" upon the attachment of lands from the "City Growth Area" of the Town ANNEXATION into the City. This Agreement is intended to encourage compact and cost-effective development in the City's perimeter by strictly limiting

development in the "City Growth Area" prior to attachment of parcels in the "City Growth Area" into the City, eliminating current "town islands," preventing rural sprawl in residential and nonresidential development not served by public water and sanitary sewer systems, and by preserving working farms prior to attachment of parcels in the "City Growth Area" into the City. A specific objective of this Agreement is for the parties to agree upon and adopt, as part of each jurisdiction's comprehensive plan, a similar set of policies for regulating land divisions within the "City Growth Area".

The purpose of this Agreement from the Town's perspective is to retain its land division control over residential and commercial development in those territories of the Town, which are designated in this Agreement as the Town Growth Area, free and clear of the City's extraterritorial review and zoning powers, preventing urban sprawl in residential and commercial development into the area of the Town designated the Town Growth Area, and preserving working farms and sustainable, agricultural development patterns. A specific objective of this Agreement is for the parties to agree upon and adopt, as part of each jurisdiction's comprehensive plan, a similar set of policies for regulating land divisions within the Town Growth Area.

The Town acknowledges that it is the intent of the Agreement to recognize and confirm that the territory within the "City Growth Area" will eventually be attached to the City. The Town acknowledges that the City has a legitimate role in ensuring that areas within the "City Growth Area" are carefully planned and developed. It is anticipated that at some point in the future these lands will be attached to the City and attached to the City's public utility systems. It is reasonable, therefore, that the City should require that residential areas within the "City Growth Area" be developed in general accordance with the City's comprehensive plan, municipal ordinances, and subdivision design standards. The parties further acknowledge that haphazard or premature residential development in this area could prevent efficient use of the land resources and inhibit efficient and cost-effective delivery of urban services. Therefore, in order to accomplish the intended purposes of the Agreement, the Town agrees that any new residential development within the "City Growth Area" will incorporate standards for land divisions within the "City Growth Area" as set forth in this Agreement.

Due to the proximity of the State Trunk Highway 26 controlled-access bypass of the City and the presence of existing commercial or industrial development in the "City Growth Area" (unnumbered) abutting the former STH 26 (now known as CTH "L"), the Town realizes that its ability to provide adequate public services to this area without significant cost means that these existing and future businesses will have to seek detachment from the Town and attachment into the City to provide a higher level of water supply, sanitary sewerage disposal and sufficient water pressure for fire suppression. However, the Town wants to achieve some predictability in the pace of boundary adjustments that occur ~~occurs~~ and wants to have the private property owners primarily dictate when and over what area such detachment from the Town and attachment into the City would be pursued. The City is interested in limiting the haphazard growth and development of commercial and industrial areas without adequate buffers between such businesses and the existing residences and farms. Therefore, the City wants to assure that there are distinct zoning districts to accommodate such residential, commercial and industrial developments in separated sectors

as to minimize conflicting land uses in close proximity to each other. This means that the City desires such development to proceed in general accordance with the City's comprehensive plan, municipal zoning and land division ordinances, and design standards. These considerations also apply to the efficient delivery of public utility services laid out in public road rights-of-way so as to maximize cost-effective and safe delivery systems for these utilities.

#### **4.07. Establishment of a Mechanism for Joint Planning.**

Both the City and the Town have completed their respective Comprehensive Plans that were developed in accordance with the State's "Smart Growth" statutes. Each of the Plans includes an Intergovernmental Cooperation element. With the Plans in place, greater emphasis can be applied to working jointly to resolve any potential land use conflicts or issues, and to promote efficient delivery of services to both the City and the Town.

This Plan provides for a mutually beneficial framework for joint discussion and planning; it will promote intergovernmental cooperation, planning, and problem solving for more efficient delivery of municipal services.

#### **4.08. Protection of Property Rights.**

Land use planning provides predictability and certainty to property owners. It serves as a guideline for the future use of property and future actions by elected officials and governing bodies. Planning enhances the ability of property owners to make decisions about investment, use, and maintenance of their land. The parties affirm in this Agreement that private property ownership is the economic foundation of the economy, and that all rights, decisions, and discretion not otherwise affected by land use plans must ultimately lie with property owners.

#### **4.09. Establishment of Long-Term Boundaries Between the City and the Town.**

Like many towns located next to incorporated municipalities, the Town might become involved in a number of future annexation disputes. Some of these disputes might involve the City, due to its extraterritorial zoning powers and extraterritorial land division review jurisdiction, and the disputes will absorb substantial amounts of the Town's fiscal resources. The final long-term boundary and recognized boundary adjustments sought by this Plan will recognize the legitimate need of the City to grow in an orderly manner and the equal need of the Town to secure with some degree of certainty a long-term, stable boundary with the City. The term and implementation phases of boundary adjustments under this Plan recognize and attempt to balance the competing desires of existing Town residential properties with the commercial development needs of other Town property owners.

#### **4.10. Removal of Blighted Areas.**

One of the key objectives of this Agreement is to eliminate blighted areas, to eliminate existing town islands, to bring into the City areas of more urbanized growth that lack sufficient public services (particularly sanitary sewer and water services), and correct irregular municipal

boundaries that pose long-term impediments to compact and efficient urban growth, which results in a parallel cost-effective and efficient delivery of public services.

## **SECTION V. TERM OF THE PLAN AND BOUNDARY ADJUSTMENT PERIOD.**

The term of this Agreement shall commence on September 29, 2014 and shall expire on December 31, 2032. The basis for this nineteen-year term is that such time period is deemed by the City and the Town to be necessary to protect existing Town land owners from annexation of their properties into the City against their will and for the City to fully assimilate the territory in the "City Growth Area" in an orderly and cost effective manner.

In addition to the preceding term extension, the parties agree that the revenue sharing provisions of Section XII shall begin upon the effective date of this Agreement and continue until December 31, 2032. No breach or violation of any of the terms of this Agreement or the Restated Intermunicipal Cooperation Agreement (Exhibit "A") shall operate to void or terminate or provide grounds for termination, it being the intent of the parties that any such breach or violation shall only be redressed, enjoined or otherwise remedied by specific performance.

The parties agree to review any issues regarding the need for other future boundary adjustments on the common boundary lines between the City and the Town in the "City Growth Area" at periodic intervals of at least every five (5) years after the date of this Agreement in order to facilitate the smooth and effective implementation of the goals and policies embodied in this Agreement. However, these review time intervals are suggestive only and not binding on either party to conduct mandatory periodic reviews of this Agreement. Nothing in this Agreement shall be construed to require the parties to detach, attach, or annex territory in response to the periodic reviews described above. All rights are reserved by each party.

## **SECTION VI. PROVISIONS FOR FOR BOUNDARY ADJUSTMENTS BETWEEN THE CITY AND THE TOWN.**

### **6.01. Incorporation of the Restated Intermunicipal Cooperation Agreement.**

This Cooperative Boundary Agreement hereby incorporates by reference all provisions of a Restated Intermunicipal Cooperation Agreement between the City of Watertown and the Town of Emmet. The parties recognize and acknowledge the right of both the City and the Town to prepare and adopt comprehensive plans and plan amendments that may include, among other matters, goals, objectives and policies to guide land division within their respective territories. The City adopted an Amended Comprehensive Plan on November 17, 2009, pursuant to Wis. Stats. § 66.1001, for the purpose of guiding its decisions regarding long-term growth and physical development of the City. Pursuant to Wis. Stats. § 60.61 and §66.1001, the Town has adopted a Comprehensive Plan on December 11, 2002, to guide decisions regarding long-term growth and physical development through 2025. The parties further agree that as their respective comprehensive plans relate to land divisions within the "City Growth Area", such comprehensive plans and amendments thereto shall be consistent with this Agreement.

(a) The parties stipulate that the City's Amended Comprehensive Plan, as amended from time to time, shall take precedence in the "City Growth Area". The Town shall not take any action, direct or indirect, to oppose or interfere with the administration of the City's Amended Comprehensive Plan applicable to the "City Growth Area". In addition to the preceding, the Town agrees not to directly or indirectly purchase conservation easements nor shall the Town acquire any land for the purpose of precluding or delaying development in the "City Growth Area". The preceding provisions are not intended to interfere with the implementation of farmland preservation zoning and contracts as authorized by law.

(b) The parties stipulate that the Town's Comprehensive Plan, as amended from time to time, shall take precedence in the Town Growth Area. The City shall not take any action, direct or indirect, to oppose or interfere with the administration of the Town's Comprehensive Plan applicable to the Town Growth Area. In addition to the preceding, the City agrees not to directly or indirectly purchase conservation easements nor shall the City acquire any land for the purpose of precluding or delaying development in the Town Growth Area

#### **6.02. Future Boundary Adjustments Between the City and Town.**

Any lands for which the City receives a petition for boundary adjustment that are located within the "City Growth Area" may be detached from the Town and attached to the City in accordance with the procedures in Section VIII of this document, as amended from time to time. Boundary adjustments that satisfy the above requirements need not be contiguous and, further, may create town islands in the "City Growth Area". However, the parties acknowledge that unanimous petitions for boundary adjustments are to be encouraged. But, if a non-unanimous petition for boundary adjustment is required by the circumstances, the City agrees to take reasonable steps to minimize the extent of the attachment of land owned by non-consenting owners. These reasonable steps include, without limitation, the configuration of the boundary adjustment map so as to make maximum use of public rights-of-way and property lines. A configuration of a "balloon on a string" is acceptable and should be pursued when feasible. Notwithstanding anything to the contrary, the City shall not accept a petition for boundary adjustment from territory located in the "City Growth Area" if the petition is signed only by electors who are not also property owners. The City shall provide the Town an opportunity to review and comment on all proposed non-unanimous boundary adjustments prior to the City's adoption of the relevant boundary adjustment ordinance. Within the Town, no territory outside of the "City Growth Area" may be attached by the City during the term of this Agreement, except as allowed in Section 6.02(d) below.

(a) The Town shall not directly or indirectly oppose the detachment of land from the Town and attachment of land to the City located within the "City Growth Area". The Town also agrees not to financially support anyone who does oppose or seeks to contest detachment of lands from the Town and attachment of lands to the City of lands that are located exclusively within the "City Growth Area". If the Town is impleaded in or made a party to any lawsuit or cause of action commenced by a party other than the City, the Town shall immediately stipulate that it does not oppose the contested boundary adjustment. The Town shall also cooperate with the City on the



dismissal of the Town as a party to the relevant lawsuit. Upon a request by the City, the Town shall provide a letter to the State of Wisconsin indicating that the proposed boundary adjustment within the "City Growth Area" is in compliance with this Agreement.

(b) If any territory outside the "City Growth Area" is annexed to the City in violation of this Agreement the City agrees, in accordance with the provisions of Wis. Stats. § 66.0217(14)(a), as amended, to reimburse the Town as liquidated damages and not as a penalty, an amount equivalent to the tax revenue lost to the Town as a result of such annexation, which is intended to reimburse the Town as liquidated damages and not as a penalty, an amount equivalent to the tax revenue lost to the Town as a result of such annexation each year for a period of ten (10) years from the date the annexation ordinance is effective. The reimbursement shall be calculated based on the assessed value assigned by the Town of all land and improvements in the attached territory as of the date the annexation took place. The assessed value of such lands as of the year of annexation shall be multiplied by the mill rate established by the Town for the year of the annexation to calculate that amount due to the Town under this formula. The reimbursement shall be made within 30 days of the first of January of each year beginning with the first year after the relevant annexation.

(c) It is the parties' intent that the territory within the "City Growth Area" should eventually be attached to the City. However, the parties acknowledge that under current State annexation law it is probable that certain isolated parcels may remain within the Town even after various larger parcels have been annexed to the City. Therefore, the parties agree that it is necessary to establish a mechanism that will assure the City that all the territory within the "City Growth Area" will eventually be attached to the City. To this end the parties agree to periodically review the need for boundary changes, pursuant to Section V of this Agreement.

(d) The City shall not annex any land from the Town Growth Area without the Town's prior written consent. A written request for consent shall be submitted to the Town upon receipt of an annexation petition. The Town shall review and respond to the City within ninety (90) days of the City's written notice of the City's intent to annex land from the Town Growth Area. The Town's failure to respond in writing to the City within ninety (90) days shall constitute the Town's denial of the annexation.

#### **6.03. Post-Attachment Land Divisions.**

After being attached to the City additional land divisions may occur above the four (4) dwellings per forty-(40)-acre density maximum in order to comply with the then-current City zoning requirements for the relevant area. The City reserves the right to levy special assessments on all existing developed and undeveloped properties to cover the costs of extending public utilities into the relevant area. The ability to further subdivide properties after attachment is necessary in order to recover the costs associated with the public improvements to serve the attached territory

#### **6.04. Restrictions on Residential Development Within “City Growth Area”.**

The Town acknowledges that it is the intent of the Agreement to recognize and confirm that the territory within the “City Growth Area” will eventually be attached to the City. The Town acknowledges that the City has a legitimate role in ensuring that areas within the “City Growth Area” are carefully planned and developed. It is anticipated that at some point in the future these lands will be attached to the City and attached to the City's public utility systems. It is reasonable, therefore, that the City should require that residential areas within the “City Growth Area” be developed in general accordance with the City's comprehensive plan, municipal ordinances, and design standards. The parties further acknowledge that haphazard or premature development in this area could prevent efficient use of the land resources and inhibit efficient and cost-effective delivery of urban services. Therefore, in order to accomplish the intended purposes of the Agreement, the Town agrees that any new residential development within the “City Growth Area” will incorporate the following standards for land divisions within the “City Growth Area”:

##### **(a) Restrictions on Residential Development Within “City Growth Area”.**

- (i) Maximum Density.** Each residential parcel or lot approved by the Town after the effective date of the Agreement shall be limited to a maximum density of four (4) single-family residential dwellings per each forty-(40)-acre parent parcel.
- (ii) Code Compliant.** Each new lot shall meet the then-current State and County health code requirements for on-site sewage treatment and private water wells.
- (iii) Lot Layout Within Parent Parcel.** The proposed lot layout for each overall parcel shall locate residences and other structures on building sites that have the least impact on environmentally-sensitive areas and that are less well-suited for farming and agricultural uses. The maximum lot size for such residential lot shall be no greater than one (1) acre. To the extent possible, buildings shall be located between 30 and 100 feet from an existing or new public road right-of-way. The Town grants to the City the authority and power to designate the location and configuration of the residential lots within the larger, parent parcel so as to minimize rural sprawl and to prevent the accumulation of all residential lots on existing Town roads with little utilization of the interior land area of the larger parcel. Furthermore, the proposed lot layout for the overall parcel shall provide for the future efficient subdivision of the parcel for higher urban densities when it is ultimately attached into the City.
- (iv) Undeveloped Land.** The remainder of the overall parcel not developed with lots and roads shall remain designated as agricultural use for the purpose of precluding further

development until such time as attachment to the City occurs and as urban services can be provided to the parcel. Each property owner who seeks to create residential development within the "City Growth Area" shall be limited to the restrictions outlined in this Section 6.04(a) of the Agreement. Any further and subsequent land divisions or further land development on undeveloped land of any such property owner remaining on the parent parcel shall require the prior written consent of the City.

- (v) **Certified Survey Maps.** All proposed lots must be created by a Certified Survey Map, which requires the approval of the Town, the City and the County.
- (vi) **Applicability of Restrictions.** These provisions restricting residential development within the "City Growth Area" shall only be applicable during such time period as any property subject to residential development remains within the Town. Upon attachment to or annexation of any such property into the City, the provisions pertaining to residential development contained in Section 6.04(a) shall no longer be applicable and such attached or annexed property shall be subject to the zoning ordinances and subdivision control ordinances of the City as amended from time to time.

**(b) Restrictions on Non-Residential Development Within "City Growth Area".**

- (i) **Prior City Approval Required.** Within the "City Growth Area", the Town shall not issue any land use permits authorizing non-residential development within the "City Growth Area" without obtaining the City's prior written approval of the proposed development. The City shall review and respond to the Town within ninety (90) days of the Town's written notice of the Town's intent to issue a land use permit authorizing non-residential development in the "City Growth Area". The City's failure to respond in writing to the Town within ninety (90) days shall constitute the City's consent. The issuance of a land use permit by the Town without first obtaining the City's approval shall be null and void and, further, the Town stipulates that the City is authorized to obtain injunctive relief against any such unapproved non-residential development. To accomplish the intended purposes of this Section 6.04(b), the Town shall amend its relevant land use ordinances. "Land use permits" and "land use ordinances" include zoning ordinances, subdivision ordinances, land disturbance ordinances and storm water ordinances.

- (ii) **Non-Residential Development; Definition.** For purposes of this Section, "non-residential development" shall mean any non-agricultural use and all residential uses exceeding the limits set in this Agreement, any change of use or rezoning from an existing use; any proposed land division (by plat, condominium plat, certified survey map, or other means), any issuance of a conditional use permit, any modifications to the physical structure of a building or construction of a new building for which a building permit is required, any grading, any grant of a new highway access, any grant of a storm water permit, or any removal of more than 30% of the timber from a parcel of land within the "City Growth Area".
- (iii) **Applicability of Restrictions.** These provisions restricting non-residential development within the "City Growth Area" shall only be applicable during such time period as any property subject to non-residential development remains within the Town. Upon attachment to or annexation of any such property into the City, the provisions pertaining to non-residential development contained in Section 6.04(b) shall no longer be applicable and such annexed property shall be subject to the zoning ordinances and subdivision control ordinances of the City as amended from time to time.

**6.05. Building Inspections/Zoning Enforcement.**

During the term of this Agreement the parties agree that the City may elect to perform all building inspection and zoning enforcement services and functions and development reviews within all or a part of the "City Growth Area". In such instances, the Town shall delegate its building inspection and zoning enforcement powers and responsibilities to the City. The Town shall take all necessary actions authorized by law to cooperate with the City in order to accomplish the intended purposes of this section, including, without limitation, allowing the City to charge back such fees to the Town property owner or against the property, which is the subject matter of the building code enforcement or zoning code enforcement activities. The City and the Town shall promptly exchange copies of all building, zoning and inspection permits issued pursuant to the provisions of this Agreement.

## **SECTION VII. DEVELOPMENT GUIDELINES OF THE TOWN'S TERRITORY DURING THE PLAN TERM.**

### **7.01. Development in "City Growth Area".**

(a) **General Provisions.** The City and the Town agree to take action, or to refrain from taking action, as set forth in this Section 7.01 with respect to the land located within the "City Growth Area". The following requirements of this Section 7.01 shall apply to all territory located within the "City Growth Area" during the term of this Agreement and such requirements shall only be removed by attachment to or annexation to the City.

(b) **New Development.** As long as the land remains in the Town, new development in the "City Growth Area" shall be limited to new or expanded agricultural operations, and new single-family detached residential uses. All undeveloped land shall be designated in an agricultural use designation by the Town under its Zoning Code or a "Rural Holding" use designation under the City's Zoning Code. Furthermore, all new development shall be subject to the Design Standards found at Section 7.01(c), the Restrictions on Residential Development found at Section 6.04(a), and the Restrictions on Non-Residential Development found at Section 6.04(b).

(c) **Design Standards.** All land divisions within the "City Growth Area" shall be designed in compliance with the City's Official Map and Land Use Plan for the area by dedicating rights-of way or expanded existing rights-of-way and for planned rights-of-way. Planned storm water management facilities and environmental corridor areas shall also be respected in the design of these land divisions. All new development and land divisions shall also comply with the following layout and development standards:

- (i) New residential development proposals in the "City Growth Area" shall first be presented to the City for review and approval. The proposal shall be accompanied by a layout sketch in compliance with the City's density layout requirements. Within the "City Growth Area", the Town shall not issue any land use permits authorizing residential development within the "City Growth Area" without obtaining the City's prior written approval of the proposed development. The City shall review and respond to the Town within ninety (90) days of the Town's written notice of the Town's intent to issue a land use permit authorizing residential development in the "City Growth Area". The City's failure to respond in writing to the Town within ninety (90) days shall constitute the City's consent.
- (ii) No land may be developed and no land may be subdivided without provision for easements for public utilities, public roads, driveway access location and design, and storm water management in accordance with the standards determined by the Engineer's Office of the City.

- (iii) All land divisions from existing parcels containing residences within the "City Growth Area", even if otherwise exempt from review, pursuant to Wis. Stats. § Section 236.45(2)(am) require the prior written approval of the City under Section 7.01(c)(i).
- (iv) New streets constructed within the "City Growth Area" shall contain a minimum 66-foot right-of-way and shall be designed, located and constructed to City specifications.
- (v) The Town may approve changes in zoning classifications and conditional uses for residential or non-residential parcels of land in the "City Growth Area" shall be granted by the Town only after consultation with the City and the written agreement of the City. Written notice of a zoning amendment shall be forwarded to the City Zoning Administrator in writing. Failure of the City to respond within ninety (90) days of the notice shall be deemed an approval. A rezoning by the Town in violation of this provision shall be void.
- (vi) To the extent authorized by law, the Town shall refuse to approve certified survey maps or platted subdivisions unless the City consents to the land divisions. Failure of the City to respond within 45 days of written notice shall be deemed an approval.
- (vii) The Town shall utilize planning and construction standards proposed by the City for new or reconstructed roads, public utilities and other public facilities in the "City Growth Area". The preceding does not apply to the maintenance or repair of Town roads existing as of January 1, 2013, but shall apply to subsequent roadway development and right-of-way dedication requests.

(d) **Blighted Areas.** The parties acknowledge that portions of the "City Growth Area" constitute a public nuisance and are blighted. Notwithstanding that the blighted area is within the "City Growth Area", the Town shall cooperate with the City to abate and remove the blighted conditions. If the blighted conditions have not been removed within a reasonable time after this Agreement is signed, the parties shall initiate a boundary change pursuant to a petition for boundary adjustment, under Wis. Stats. § 66.0307, as amended. The purpose of the boundary change is to transfer the jurisdiction of the blighted area from the Town to the City. The preceding shall not limit the Town or the City from bringing a direct action to abate any public nuisance in the "City Growth Area". If such a boundary adjustment is needed to cure blight, said boundary adjustment is exempt from the Revenue Sharing provisions of this Agreement.

(e) **Parent Parcels.** All parent parcels must be included within the boundaries of any land division. All condominium or related forms of development involving the division of less than fee interests in property shall be required to receive land division approval from the City.

**7.02. Development in Town Growth Area.**

(a) **Rural Development Policies.** The parties acknowledge that the Town has recently prepared a comprehensive plan, which includes a land use plan that permits agricultural uses, low-density residential development and a limited amount of neighborhood/crossroads commercial development. The Town shall develop Rural Development Policies to permit agricultural uses, low density residential development and a limited amount of neighborhood/crossroads commercial development all in accordance with the Town Land Use Plan. Permitted non-residential and non-agricultural land uses within portions of the Town Growth Area along STH 26 south of Second Road; along CTH Q; and along CTHs R and CW in Sections 26, 27 and 35 known as "City Periphery Areas"; shall be subject to the same building materials, landscaping and signage requirements for the Town's Zoning Code in conformity with either the Town's "Convenience Commercial District" ("C-C District", as codified in Section 3.41 of the Town's Zoning and Land Division Code) or the Town's "Extensive Commercial District" ("E-C District", as codified in Section 3.42 of the Town's Zoning and Land Division Code). However, regional "big box store" development shall only be permitted within the Town Growth Area with the City's written consent. Regional "big box store" development shall be defined as any store with more than 50,000 square feet of gross floor area. Examples include, but are not limited to the following types and companies:

- (i) Department and Mass Merchandise Stores that sell a variety of items, including but not limited to, Farm and Fleet, Fleet Farm, Shopko, Costco, WalMart, Super Wal-Mart, Target, Target Greatland, Kmart and Big K;
- (ii) Single Retail Category Stores that dominate a single retail category such as electronics, appliances, super markets, etc. including but not limited to, Best Buy, American, Colders, Steinhafels, Circuit City, Staples, Office Max, Cub Foods, Woodman's Foods, Piggly Wiggly Stores and Roundy's Foods;
- (iii) Discount Retailers that sell a variety of items and include warehouse stores, purchase clubs, off-price stores and outlet stores, etc., including but not limited to, Lowe's, Home Depot, Menard's, Costco and Sam's Club.
- (iv) Major indoor entertainment centers, recreation clubs, indoor sports facilities, lodging and resort facilities, including, but not limited to, bowling, skating, ice sports, soccer, golf, health clubs, movie theaters, arenas, hotels, resorts and conference centers.

(b) **Official Maps and Comprehensive Plans.** All development within the Town Growth Area shall take account of official maps and comprehensive plans adopted by the State of Wisconsin, Dodge County or the City. The Town shall require dedications consistent with said official maps, or comprehensive plans. The parties acknowledge their mutual interest in taking all reasonable actions to assure the consistency of their respective comprehensive plans and official maps. Therefore, the parties' respective comprehensive plans and official maps are intended to supplement and complement each other and shall, where feasible, be thus interpreted.

If, however, any provision of a party's comprehensive plan or official map irreconcilably conflicts with the other party's comprehensive plan or official map, then the City's Comprehensive Plan and Official Map shall control in the "City Growth Area" and the Town's Comprehensive Plan and Official Map shall control in the Town Growth Area.

(c) **Development Standards.** Except as expressly set forth in this Agreement, the Town reserves all rights over the zoning and development of the land located within the Town Growth Area. Notwithstanding anything to the contrary, there are no minimum or maximum lot size limitations for land divisions within the Town Growth Area.

(d) **City Approvals.** The City shall not withhold approvals necessary under applicable state, county or local laws, regulations or ordinances to all divisions of land, or other development-related matters, provided such development occurs in accordance with this Agreement and all other applicable statutes, ordinances and regulations.

#### **7.03. Advancement of Mutual Interests.**

The parties acknowledge that in order to effectively implement this Agreement it may be necessary to obtain the cooperation of and approval of other governmental agencies, including, but not limited to, Dodge County, the Wisconsin Department of Natural Resources, the Wisconsin Department of Transportation, the Wisconsin Department of Administration or other State agencies. In all matters necessary to implement this Agreement the parties shall seek the cooperation and approval of all relevant agencies. To the extent practicable, the parties shall submit a single, joint request or other appropriate document requesting the necessary approval. Examples of joint requests that may require the cooperation of the parties include, but are not limited to, the following:

(a) Storm water management, soil erosion control, wetlands and woodlands management.

(b) Approvals for access to federal, state or county roadways.

### **SECTION VIII. PROCEDURE FOR ATTACHMENT OF TOWN TERRITORY INTO THE CITY AND BOUNDARY ADJUSTMENTS DURING THE PLAN TERM.**



## **8.01 Policy Statement on Rationale for Adoption of Procedures on Attachment.**

The following procedures are adopted to facilitate the smooth and effective implementation of the goals and policies embodied in this Agreement. These agreements were reached between the City and the Town as a result of joint planning initiatives will better serve both the City's and the Town's communities.

Currently, Section 62.23(7a), Wis. Stats., allows the City to exercise its extraterritorial zoning power in the Town's territory up to a distance of three (3) miles beyond the City's corporate limits. Under its extraterritorial zoning authority, the City may enact interim zoning ordinances that freeze existing zoning, or, if there is no zoning, then existing land uses, while a long-term comprehensive plan and regulations are developed. The statute provides that the interim ordinance may be for a term not to exceed two (2) years.

A joint extraterritorial zoning committee must be established consisting of three (3) City Plan Commission members appointed by the Mayor and three Town members appointed by the Town Board. The remainder of the City Plan Commission works with the joint committee in preparing the comprehensive plan and regulations. A majority of the joint committee must approve the comprehensive plan and regulations before they may be enacted.

Section 236.10, Wis. Stats., which provides for the City's plat approval authority and approval of the Dodge County Planning Agency, the Town's Town Board and the City's Common Council and the statutory allowance for the City to exercise its extraterritorial plat review authority in the same geographic area as defined within the Section 62.23(7a), Wis. Stats. However, extraterritorial zoning requires the Town approval of the zoning ordinance, while extraterritorial plat approval applies automatically if the City adopts a subdivision ordinance or official map. The Town does not approve the subdivision ordinance for the City. The City may waive its extraterritorial plat approval authority at its discretion, if it does not wish to use it.

Section 236.45, Wis. Stats., exempts certain types of land use decisions and municipal review authority for land parcels greater than one and one-half acres but less than five acres in size. The City intends to exercise its extraterritorial plat review jurisdiction even for those powers delegated by the Wisconsin Legislature under Section 236.45 (2), Wis. Stats., and the City intends to exercise its subdivision control jurisdiction, pursuant to Section 236.45(3) and (6), Wis. Stats., under this Cooperative Plan.

The legislative purpose of extraterritorial plat approval jurisdiction is to help the City influence the development patterns of areas outside of its boundaries that will likely be annexed to the City in the future. This helps the City protect land use decisions near its boundaries from conflicting uses outside its corporate limits.

However, both the City and the Town agree that in lieu of unbridled authority of the City extending to the "three-mile-limit" outside its boundary area throughout the Town; the City has agreed to limit the exercise of its extraterritorial plat review and zoning or subdivision control jurisdiction in the Town. Therefore, the City and the Town have carefully delineated the "City Growth Area" where the full extraterritorial land use jurisdiction of the City will be applicable from the "Town Growth Area" which will not be subject to extraterritorial plat review and

zoning review authority by the City, under the statutes cited above in this Section 8.01.

The exercise of this extraterritorial plat review and zoning or land use approval by the City shall be exercised only in the "City Growth Area" for the remainder of the term of this Cooperative Plan, pursuant to the guidelines and procedures in this Section VIII.

#### **8.02 Statutory Methods of Annexation and Boundary Adjustments.**

Wis. Stats. § 66.0217 provides three methods of annexation for attaching contiguous territory, Wis. Stats. § 66.0225 provides for court-ordered annexation, Wis. Stats. § 66.0221 provides for annexation of town islands, Wis. Stats. § 66.0223 provides for attaching municipally-owned territory, and Wis. Stats. § 66.0225 provides for stipulated boundary adjustments between the Town and City in contested annexations; by which detachment from the Town and attachment into the City may occur. The City and the Town hereby elect not to adopt these provisions of the Wisconsin Statutes or be bound by these provisions in the "City Growth Area" described in this Agreement, subject to the restrictions agreed upon by the City and Town in Section 6.02 of this Cooperative Boundary Agreement. "Attachment" involves the detachment from the Town of one or more tax parcels from the Town and the transfer and attachment to the City of those tax parcels. The intent of both parties by entering into this Agreement is to amend the methods by which electors or landowners in the "City Growth Area" can attach land into the City by utilizing the alternate boundary adjustment provisions of this Agreement; otherwise the City cannot attach property within the "City Growth Area". However, landowners may still utilize annexation procedures, under Wis. Stats. § 66.0217, by the following petition procedures:

- (a) **Unanimous Approval.** A petition is presented, signed by all of the qualified electors residing in the territory and by all of the real property owners residing in the territory and by all of the non-resident, real property owners included within the petition presented to the City.
- (b) **Direct Annexation.** A circulation of a petition for direct annexation and attachment is initiated, signed by a number of qualified electors residing in the area proposed to be annexed equal to at least the majority of votes cast for governor in the territory at the last gubernatorial election and signed by the owners of at least one-half of the real property in the territory, either in value or in land area.
- (c) **Annexation by Referendum.** A petition requesting a referendum election on the question of attachment may be filed with the City or with the Town if signed by at least 20% of the qualified electors who cast votes for governor in the last gubernatorial election in the proposed territory to be annexed and of the owners, either in land area or assessed value, of at least one-half of the real property in the territory proposed to be attached.

It is the intent of the parties to this Agreement to waive the application of the annexation statutes cited in this Section 8.02, subject to the power authorized in Wis. Stats. § 66.0307 (7), and substitute the boundary adjustment provisions as contained in this Section VIII of this Agreement over the entire term of this Agreement as one of the methods by which qualified

electors and landowners, in the Town and the City may effect boundary adjustments in the "City Growth Area" in addition to the regular annexation procedures outlined in this Section 8.02.

### **8.03 Establishment of Long-Term Boundary Between City And Town.**

The current limits of the City bordering the Town in the "City Growth Area" shall constitute the boundary area between the City and the Town. Adjustments to that boundary are to be accomplished and expanded through the creation of the "City Growth Area" during the Cooperative Plan term and as protected through the creation of a "Town Growth Area". Any such boundary adjustments, pursuant to the terms of this Cooperative Boundary Agreement, shall constitute the long-term boundary between the City and Town. The future adjustment of the boundary area between the City and the Town recognizes the changing nature of that area of the Town which exists in the "City Growth Area" as well as the stability of development and land uses which will exist in the "Town Growth Area". This Cooperative Boundary Agreement will attempt to forecast the future need for municipal services and increased development in the "City Growth Area" and to allow for the eventual elimination of Town peninsulas and islands and other irregularities with the municipal border that may create service delivery confusion or inefficiencies. The area under consideration is and will remain in the Watertown Unified Area School District. Terrain and other physical features are virtually uniform throughout the planning area. The expansion of the City into the Town will allow for the orderly development of the City that should lessen urban sprawl and create compactness over time. The staged expansion will also allow for appropriate planning of infrastructure and other service needs into these areas. With these goals in mind, the City and the Town adopt the following implementation strategies to advance the goals of this Cooperative Boundary Agreement:

- (a) The City may attach areas within the "City Growth Area" as provided in this Agreement, but will not attach or annex during the term of this Agreement any part of the "Town Growth Area", except with written approval of the Town Board.
- (b) The City and Town have independently determined that the long-term boundary established by this Cooperative Plan best promotes the mutual public health, safety, order, convenience, prosperity and general welfare, as well as efficiency and economy of future development within both the City and the Town.

### **8.04 Voluntary Attachment of Territory in "City Growth Area".**

Following approval of this Cooperative Plan by the State of Wisconsin Department of Administration, property owner(s) within the "City Growth Area" will have the right to request attachment of their land(s) to the City at any time. Procedures to attach land on a voluntary basis are found in Section 8.05 of this Cooperative Plan.

### **8.05 Procedure for Voluntary Attachment of Territory in "City Growth Area".**

The procedure for Voluntary Attachment of territory in the "City Growth Area" shall be as follows:

(a) **Petition for Boundary Adjustment.** Upon written petition for boundary adjustment of land filed with the City Clerk on City forms signed by at least one-half of all of the real property owners, resident or non-resident, of the proposed territory in the "City Growth Area" to be detached from the Town and attached to the City, exclusive of Town roads abutting such land, without further review and approval of the Town, the City may, with a minimum of ten (10) days advance, written notice to the Town Clerk, and after further review and recommendation by the City Plan Commission, adopt an Attachment Ordinance by a majority of the elected members of its Common Council attaching the land. The Attachment Ordinance may designate a temporary or permanent zoning classification for each parcel as prescribed in Wis. Stat. § 66.0217 (8).

(b) **Notice Requirements.** Following adoption of the Attachment Ordinance, the City Clerk shall immediately file, record and send copies of the same, in accordance with Wis. Stat, §§ 66.0217(9)(a) and 66.0307(10). Failure to file, record or send shall not invalidate the attachment and the duty to file, record or send shall be a continuing one. The information filed with the Wisconsin Department of Administration shall be utilized in making adjustments to entitlements under the federal revenue sharing program and to distribution of funds under Wis. Stat. Chapter 79, and to any successor or other federal or state entitlement or revenue-sharing program.

(c) **Consent of Landowners Required.** No land shall be attached to the City as a Voluntary Attachment without the consent of the requisite number of the land owners in the territory, as outlined in Section 8.05(a). Petition signatures or other indices of consent shall not be required of lessees, residents, occupants or users of property who are not owners of the property in the territory.

(d) **Description of Territory to be Attached.** Territory may be attached to the City, under this Cooperative Plan, irrespective of the size, or shape of the territory. Such attachments may create Town islands. The City, however, may reject any petition to attach territory that is not contiguous, configured or located in such a manner as will enable the City to provide adequate and timely public services to the property. The City is authorized to confer with landowners interested in attachment to recommend the size, shape and contiguity of territory to be covered by a petition.

(e) **Waiver of Town's Right to Oppose Attachment.** The Town shall not oppose any attachments permitted by this Agreement or provide support, financial or otherwise, to those who do.

(f) **Functional Town Islands.** Any territory within the "City Growth Area" not attached to the City as a Voluntary Attachment may be attached to the City as a Functional Town Island attachment in accordance with the time frames and procedures governing such attachments set forth in Section 8.06 below.

(g) **Connection to City's Water and Sewer Systems.** Following attachment, properties shall be required to connect to the City's municipal water and sanitary sewer systems within one (1) year following the date of attachment, except that connection to the City municipal water and sewer systems may be delayed for a period not to exceed sixty

(60) months if the property owner provides a current evaluation of the existing private well and/or private sanitary system as performed by a Licensed Plumber or Certified Sanitarian.

(h) **Consent of Property Owners Not Required.** Attachment Ordinances pertaining to adjustment of the boundaries in areas of the “City Growth Area”, which are declared to be detached from the Town and attached to the City shall not require the consent of owners, residents, occupants or electors on the affected parcels of lands in the designated areas of the Town.

(i) **Attachments Shall Include Public Right-of-Way.** All attachments shall include the full width of abutting Town roads, except those roads the centerline of which is part of the Boundary Line. The City may also include in such attachments any Town road rights-of-way that abut lands previously annexed to the City before the effective date of this Agreement, even though such inclusions will create Town islands.

(j) **Effective Date of Attachment.** Town territory in the “City Growth Area” included in an attachment will be attached to the City effective at 12:01 a.m., on the next Sunday after adoption of the Attachment Ordinance, except as provided in Section 8.02 and 8.03 above.

(k) **Attached Territory.** Town territory attached to the City from time to time under this Cooperative Plan shall become City territory subject to all City zoning, subdivision control and general ordinances on the effective date of attachment.

(l) **Contesting Validity of Attachment Ordinance.** No action to contest the validity of the cooperative plan adopted under this Agreement or an amendment to a cooperative plan such as an adoption of an Attachment Ordinance creating a future boundary adjustment, regardless of the grounds for the action, may be commenced after 60 days from the date on which the Department of Administration approves this Agreement or commenced after 60 days has elapsed following the recording date for any Attachment Ordinance adopted under this Section 8.05, respectively. No action relating to compliance with a binding element of this Agreement may be commenced later than 180 days after the failure to comply.

#### **8.06 Procedure for Functional Town Island Attachment of Territory in “City Growth Area”.**

The procedure for attachment of geographic areas within the “City Growth Area” determined to be a Functional Town Island may be incorporated into the City by an Attachment Ordinance adopted by a two-thirds majority vote of a quorum of the City of Watertown Common Council, pursuant to Wis. Stats. § 66.0221 as follows:

(a) **Determination and Definition.** The City of Watertown Zoning Administrator will make the initial determination as to whether an area has become a Functional Town Island, per standards identified in Section 8.05(a)(i) of this Plan.

(i) **Functional Town Island.** For purposes of this Agreement, a Functional Town Island occurs when either man-made or natural barriers, employed in conjunction with City corporate boundaries, isolate a portion of the Town in the "City Growth Area". In determining whether an area is sufficiently isolated so as to constitute a Functional Town Island, the parties shall consider: (1) The extent to which lakes, rivers and political boundaries isolate the area from the balance of the Town, (2) The extent to which natural borders and political boundaries of the City isolate the area from the balance of the Town, or (3) The extent to which, for all practical purposes, the area is cut off from the remainder of the Town.

(ii) **Public Hearing.** Upon making his or her determination that an area has become a Functional Town Island, the Zoning Administrator will schedule a public hearing before the City of Watertown Planning Commission to recommend to the City of Watertown Common Council to adopt a resolution declaring said area to be a Functional Town Island. At least 30 days prior to said hearing the City Zoning Administrator shall send a meeting notice to all property owners of record within the affected parcels or land in the "City Growth Area" as identified in the public records of the Dodge County Geographic Information System (GIS). At least 30 days prior to the hearing, the City shall also send a meeting notice to the Town of Emmet Town Clerk.

(iii) **Council Resolution.** After reviewing the determination and recommendations of the Zoning Administrator and the results of the Public Hearing comments, the City of Watertown Plan Commission may make a recommendation to the City of Watertown Common Council may to adopt or not to adopt a resolution declaring said area to be a Functional Town Island. Thereafter, the Common Council may adopt a resolution declaring said area to be a Functional Town Island.

(b) **Attachment Ordinance.** At any separate meeting following the adoption of a resolution declaring an area to be a Functional Town Island, the Common Council may adopt an Attachment Ordinance by a two-thirds majority vote of a quorum of City's Common Council, attaching said property to the City. The effective date of said Attachment Ordinance shall be at least twelve (12) months from the date of the Attachment Ordinance adoption. Attachment Ordinances may designate temporary or permanent zoning classifications for each parcel of land as prescribed in Wis. Stat. § 62.23(7)(d). The City Clerk shall file, record, or send such attachment ordinances in the same manner as described under Section 8.05 (b) above.

(c) **Connection to City's Water and Sewer Systems.** Following attachment, properties shall be required to connect to the City's municipal water and sanitary sewer systems within one (1) year following the date of attachment, except that connection to the City municipal water and sewer systems may be delayed for a period not to exceed sixty

(60) months if the property owner provides a current evaluation of the existing private well and/or private sanitary system as performed by a Licensed Plumber or Certified Sanitarian.

(d) **Consent of Property Owners Not Required.** Attachment Ordinances of areas declared to be Functional Town Islands shall not require the consent of owners, residents, occupants or electors in the affected Functional Town Island areas.

(e) **Attachments Shall Include Public Right-of-Way.** All attachments shall include the full width of abutting Town roads, except those roads the centerline of which is part of the Boundary Line. The City may also include in such attachments any Town road rights-of-way that abut lands previously attached to the City before the effective date of this Cooperative Plan, even though such inclusions will create Town islands.

(f) **Effective Date of Attachment.** Town territory in the "City Growth Area" included in an attachment will be attached to the City effective at 12:01 a.m., on a date exactly twelve (12) months ~~the next Sunday~~ after adoption of the Attachment Ordinance except as provided in Section 8.02 and 8.03 above.

(g) **Attached Territory.** Town territory attached to the City from time to time under this Cooperative Plan shall become City territory subject to all City zoning, subdivision control and general ordinances on the effective date of attachment.

## **SECTION IX THE CITY'S EXTRATERRITORIAL ZONING AND LAND DIVISION AUTHORITY.**

The parties acknowledge that the City, prior to adoption of this Agreement, had been exercising its statutory extraterritorial land division review authority in the entire Town, pursuant to Wis. Stats. §§ 236.10(1)(b) and 236.45(3)(a) and (b) and had been exercising its statutory extraterritorial land use review authority in the entire Town, pursuant to Wis. Stats. § 62.23(7a). The Town and the City agree by this Agreement that they intend to and have met all of the statutory requirements, including the holding of a public hearing thereon, to allow the City to continue to exercise its extraterritorial jurisdiction throughout the "City Growth Area", subject to the Design Standards contained in Section 7.01(c) of this Agreement. The City waives its extraterritorial land division review authority, and extraterritorial land use jurisdiction powers throughout the entire Town Growth Area. The City and the Town shall record with the Dodge County Register of Deeds resolutions providing for the waiver of the City's particular land division and zoning extraterritorial jurisdiction powers in the Town Growth Area. The City shall not rescind the waiver for the duration of this Agreement. The Town shall continue to make all of its comprehensive planning, official mapping, land division and zoning decisions in full conformance with City policies in existence during the term of this Agreement within "City Growth Area" and the Town shall continue to make all of its comprehensive planning and official mapping decisions in full conformance with City policies in existence during the term of this Agreement within the Town Growth Area for the duration of this Agreement. In addition, the parties acknowledge and agree that the review and approval requirements of this Agreement shall replace the City's extraterritorial review and approval powers authorized by Wis. Stats. § 62.23(7a) and Chapter 236, as amended, throughout the Town Growth Area for the duration of this Agreement.

The City hereby waives its statutory powers to exercise any extraterritorial jurisdiction pertaining to land division control and zoning within the Town Growth Area, including, without limitation, plat and certified survey map review and zoning authority.

In the event that any Ordinance, including but not limited to Attachment, Subdivision Control, and Zoning Ordinances, which parties are required or entitled to enact and/or enforce by this Cooperative Plan Agreement is adjudged by any court of competent jurisdiction to be invalid or ineffective, in whole or in part, the City and the Town shall promptly meet to discuss how they might satisfy the intent of this Cooperative Plan Agreement by alternative means, including, without limitation, enacting another ordinance designed to satisfy the court's objections. The Town and the City shall use their best efforts to find, design and implement a means of successfully accomplishing the intent of this Cooperative Plan Agreement. If necessary, they shall negotiate appropriate amendments of this Cooperative Plan Agreement to maintain, as closely as possible, the original terms, intent and balance of benefits and burdens of this Cooperative Plan Agreement. In the event they are not able to reach agreement in such situation, either the City or the Town may require submission of such dispute to arbitration under Section 17.01.

## **X. LOCAL ORDINANCES**

Both the City and the Town have adopted comprehensive plans pursuant to Wis. Stat. § 66.1001 (together the "Plans"). This Agreement meets the consistency requirement of Wis. Stat. § 66.0307(3)(c) by:

- (a) Establishing Town boundary security to assist in future Town planning and budgeting efforts;
- (b) Resolving existing boundary, land use and municipal service issues between the Town and the City;
- (c) Pro-actively positioning the Town to avoid costly annexation lawsuits;
- (d) Providing continual development for the Town to replace tax base lost to City growth, so that the Town may also have an ever-renewing and expanding tax base and a pool of citizen leadership;
- (e) Planning and focusing growth into identified areas to ensure compatibility of land uses;
- (f) Working toward the development of consistent ordinances and building codes in order to regulate use, building location and appearance; and
- (g) Meeting the objectives of Wis. Stat. § 66.1001(2)(g) by encouraging cooperative planning between the Town and the City.



Furthermore, this Agreement is consistent with the Plans by describing the physical development of the territory identified in the Agreement; a schedule for changes to boundaries; plans for the delivery of services; and, an evaluation of environmental features with a description of any adverse environmental consequences that may result from the implementation of the Agreement.

Finally, this Agreement is consistent with the Plans because it addresses extra-territorial zoning; extra-territorial subdivision review; municipal revenue sharing; incorporation; and, conflict resolution.

To the extent necessary to further comply with the requirements of Wis. Stat. § 66.0307(3)(c), both the City and the Town shall promptly engage in the lawful process of amending their comprehensive plans and related ordinances and, further, shall adopt such conforming plans and ordinances within one (1) year of the effective date of this Agreement. Notice of such action shall be provided by the enacting party to the other party within ten (10) days of the passage by the respective governing body of such amendments. Failure of either party to comply with the requirements of this Section X shall constitute a material breach of this Agreement, which breach may be enforced by specific performance by the non-breaching party.

The Town shall amend existing Town ordinances so as to require conditional use approval for all non-agricultural land divisions or development in order to assure compliance with the subdivision and development standards contained in this Agreement.

## **XI. ENVIRONMENTAL EVALUATION OF THE COOPERATIVE PLAN.**

The City and the Town have evaluated the environmental consequences of the Plan, including air and water pollution impact, energy use, and the protection of environmentally sensitive lands. The Plan identifies areas which will become part of the City during the term of the Plan to be developed within the City consistent with the City's zoning, subdivision control and other development ordinances. The Plan also identifies an area which will remain within the Town during the term of the Plan to eventually be developed consistent with the Town's development ordinances and Dodge County zoning and land use ordinances and other development standards. The parties have found no significant adverse environmental consequences of the Plan to the natural environment, including air and water pollution, energy use, environmentally sensitive lands, and other development outside compact urban areas that contribute to urban sprawl.

### **11.01. Air-Quality Impacts.**

The existing adopted Plan in the Restated Intermunicipal Agreement (Exhibit "A"), as well as this proposed Plan covering the "City Growth Area" and "Town Growth Area", do not constitute a significant change in the type of development which currently exists within the Town as it affects air quality.

### **11.02. Water Quality Impacts.**

The existing adopted Plan in the Restated Intermunicipal Cooperation Agreement (Exhibit "A"), as well as this proposed Plan covering the "City Growth Area" and "Town Growth Area", will cause a significant change in the type of development which currently exists within the Town in the "City Growth Area". Because the Town is not served by a public water supply system or public sanitary system, the residents/business owners of the Town depend on their individual wells and private on-site treatment systems ("POWTS") to ensure water quality in the area subject to this Agreement. However, these private water supply systems and POWTS are only minimally regulated and result in varying standards of protecting the quality of the groundwater.

On the other hand, the City's Water Department and the City's Waste Water Treatment Facility, provides water services for the majority of the City's residents. A small percentage of the City's community is not serviced by municipal water and sanitary disposal systems; in which case a permit is issued for a private well. Those areas with private wells are required to provide the Water Department with a copy of a safe bacteria sample annually. Properties with abandoned wells must follow safety regulations to have the well abandoned.

It is contemplated by both the City and the Town that the future development in the "City Growth Area" during the term of the Cooperative Plan will be pursued only after the various Town parcels apply for annexation at the time their property owners are ready and willing to develop their respective properties. Until such time as future development occurs, it is intended that no new commercial, industrial or retail development will occur within the "City Growth Area" unless the property owners initiate a boundary adjustment so their properties may be developed within the City and, thus, be subject to provision of public water supply and public sanitary disposal systems. This migration to public water systems and public sanitary disposal systems from private systems in the areas of potential higher-intensity development from residential or farming land uses to commercial, industrial or retail land uses, is one of the central attributes on future demands for development in the "City Growth Area" identified by both the Town and the City in delineating the boundary areas of the "City Growth Area" and the "Town Growth Area" under the Plan. The topographical and physical drainage characteristics of the land areas in both the "City Growth Area" and the "Town Growth Area" were specifically considered when designating each of these areas. The movement land uses from those utilizing solely private water supply systems and private sanitary disposal systems to public water supply and sanitary disposal systems will ensure a higher degree of protection of the groundwater aquifers for eradication of non-point sources of pollution.

Groundwater is an extremely important resource for the Upper Rock River Basin and Dodge County. Groundwater is the source of essentially all water in Dodge County and the Town. Dodge County has a large untapped supply of good quality groundwater found in four aquifers. Most groundwater contamination is related to agricultural manure, petroleum, and salt storage located in areas of high ground water tables or fractured bedrock anomalies. Contamination of groundwater reserves can also result from such sources as percolation of water through improperly placed or maintained landfill sites, private waste disposal (septic effluent), runoff from livestock yards and urban areas, improper application of agricultural pesticide or fertilizers, excessive lawn and garden fertilizers and pesticides, leaks from sewer pipes, and seepage from gravel, non-metallic mining operations into the aquifers. Runoff from leaking petroleum storage tanks and spills can also add organic and chemical contaminants in locations

where the water table is near the surface. Once groundwater contamination has occurred, successful remediation can take years, or may never occur, depending upon the pollutant. Therefore, when considering specific land uses for the area, it is vital to consider the physical characteristics of the area and the relationship between the land and the proposed/actual use in order to ensure that groundwater contamination does not occur. Requiring all future more intensive land uses to occur within the City will ensure a more effective protection of the water quality on the boundary between the City and the Town under the Plan.

#### **11.03. Energy Use**

This Agreement does not recommend any changes to the existing energy use in the area. Gas and electric services in the area are provided by WE Energies. The Concord Generating Station, known as the most thermally efficient generating station in Wisconsin, is located on 150 acres just outside the City in the Town of Watertown next to the Concord substation. This four-unit station's total net generating capacity is 388 megawatts. High voltage electric transmission lines are provided by the American Transmission Company to both the "City Growth Area" and the "Town Growth Area".

#### **11.04. Environmentally Sensitive Lands (Environmental Corridors).**

Environmental corridors are a composite of the best elements of the natural resource base occurring in a linear pattern on the landscape. Environmental corridors provide linkages in the landscape for the movement of species and provide a natural buffer between natural and human communities. These corridor areas normally include one or more natural resource elements that are essential to the maintenance of ecological balance and diversity.

Environmental corridors generally lie along major stream valleys, around major lakes, and in the moraine areas of southeastern Wisconsin. Almost all of the remaining high-value wetlands, woodlands, wildlife habitat areas, major bodies of surface water, and delineated floodplains and shorelands are contained within these corridors. Protection of environmental corridors from intrusion by incompatible land uses, and thereby from degradation and destruction, should be an essential planning objective for the preservation of open natural spaces. These corridors should be preserved and protected in essentially natural, open land uses.

The Town's environmental corridors are as depicted in the Exhibits "D" and "E", attached to this Agreement. Exhibit "D" depicts the Environmental, Historical and Agricultural features of the Town. Exhibit "E" illustrates the Natural Areas over a wider area, including the Town, the City and the Town of Watertown in Jefferson County to the South. Environmental corridors in the area affected by this Agreement should be utilized as a key resource feature to identify areas sensitive to development that should be promoted as green infrastructure or an interconnected network of open space.

#### **11.05. Compliance with Environmental Regulations.**

Lands covered by this Plan are and will remain under the jurisdiction of state and federal environmental laws and regulations as applicable. Furthermore, said lands are subject to the

environmental provisions of the City's and the Town's respective Comprehensive Plans, in effect now and as may be amended in the future.

## **SECTION XII. REVENUE SHARING.**

### **12.01. General.**

The parties agree to share local tax revenues generated from the land attached or attached to the City from the "City Growth Area." To the extent that Wis. Stats. § 66.0217(14)(a)1. and § 66.0221(3)(a)1. limits revenue sharing to five (5) years, the City hereby agrees to extend the revenue sharing for an additional five (5) years, bringing the total time period for revenue sharing between the City and Town to a total of ten (10) years. Said time computation for this revenue sharing time period will commence running upon the effective date of this Agreement.

### **12.02. Revenue Sharing.**

The City agrees to reimburse the Town for lost Town tax revenue from the annexation or attachment of land in the "City Growth Area." The reimbursement shall be calculated on the assessed value of all land and improvements in the attached or attached territory as of January 1 of the year the annexation or attachment occurs. The assessed value of such lands shall be multiplied by the mill rate established by the Town for the year of annexation or attachment to calculate the amount due to the Town under this formula. The reimbursement shall be made within 30 days of the first of January of each year beginning with the first year after the annexation or attachment of land from the "City Growth Area" in accordance with the following rate schedule:

Year 1	100%	Year 6	50%
Year 2	90%	Year 7	40%
Year 3	80%	Year 8	30%
Year 4	70%	Year 9	20%
Year 5	60%	Year 10	10%

The unpaid balance of revenue sharing shall be paid in accordance with the above payment schedule even if the term of this Agreement expires before full payment has been made to the Town. Notwithstanding anything to the contrary, the revenue sharing required by this Section XII shall only apply to the annexation or attachment of property with a total assessed value in excess of \$1 million at the time of the annexation or attachment

## **SECTION XIII. SERVICES.**

### **13.01. Sanitary Sewer and Water.**

All land divisions within the "City Growth Area" shall be designed for future subsequent land division for conventional lots served by public water supply and sanitary sewer systems. The location of these potential future lot lines shall be clearly depicted on the face of plats and

certified survey maps. Public easements for utilities and storm water management may be required by the City at the time of the initial land division or any subsequent land division.

### **13.02. Storm water.**

The Town and the City shall cooperate in providing storm water services for the area subject to this Agreement by cooperating in reviewing the impact storm water drainage has from drainage ways that flow from the Town into the City on a North to South direction to eventually empty into the Rock River.

The Town does not have a storm sewer system and is subject to the Dodge County Storm Water Ordinance. The only provisions for storm water drainage in the Town at the present time is a series of culverts and ditches along Town roads.

Watertown's Stormwater Management Utility was established to provide a source of funding to be used exclusively for storm water management within the City. These funds are dedicated to the planning, maintenance, and construction of storm water facilities and storm sewer maintenance within the City. The Utility also funds the regulation of erosion control around building sites and approval of effective erosion control structures on larger developments within the City. All properties within the City contribute to this fund based on each real property's total impervious surface area.

### **13.03. Streets.**

By eliminating uncertainty about future jurisdiction over, and responsibility for, roads in the Town, this Plan is expected to promote better maintenance of roads and cooperation between the City and the Town over road improvements.

### **13.04. Police, Fire, and Emergency Services.**

Fire protection for the Town is provided by the Watertown Fire Department and Town of Lebanon Fire Department. Police protection is provided by the Town of Emmet Police Department and the Dodge County Sheriff's Department.

#### **SECTION XIV. NO TOWN CHARTER STATUS.**

To the extent authorized by law, during the term of this Agreement, the Town shall not directly or indirectly seek or pursue charter town status or incorporation.

#### **SECTION XV. BINDING EFFECT OF COOPERATIVE PLAN.**

This Agreement shall bind and accrue to the benefit of all successors of the City and the Town and be binding on successive governing bodies of the City and the Town. This Agreement and the Restated Intermunicipal Cooperation Agreement (Exhibit "A") are for the exclusive benefit of the parties and their successors and assigns and shall not be deemed to give or be construed to authorize or to provide any legal or equitable right, remedy or claim to any other person or entity.

#### **SECTION XVI. GOOD FAITH AND FAIR DEALING.**

The parties shall cooperate in good faith and both take such actions as may be necessary or desirable in order to implement this Agreement. The parties agree that they will not oppose this Agreement in any way privately or publicly, either when communicating with any government agency that is charged with review or evaluation of any part of the Agreement.

#### **SECTION XVII. RESOLUTION OF DISPUTES.**

##### **17.01. Dispute Resolution.**

All disputes over the interpretation or application of this Agreement, or the enforcement thereof, shall be resolved according to the following dispute resolution procedures:

- (a) If the dispute cannot be resolved by the personnel directly involved, the parties will conduct the following mediation process before invoking binding arbitration:
  - (i) Each party will designate a representative with appropriate authority to be its representative in the mediation of the dispute.
  - (ii) Either representative may request the assistance of a qualified mediator. If the parties cannot agree on the qualified mediator within five (5) days of the request for a mediator, a qualified mediator will be appointed by the Chairperson of the Alternative Dispute Resolution Section of the State Bar of Wisconsin, or if the Chairperson fails to appoint a mediator, by the American Arbitration Association.
  - (iii) The mediation session shall take place within thirty (30) days of the appointment of the respective representatives designated by the parties, or the designation of a mediator, whichever occurs last.

- (iv) The mediator does not have authority to impose a settlement upon the parties but will attempt to assist the parties in reaching a satisfactory resolution of their dispute. The mediation sessions are private. The expenses of the mediator, if any, shall be borne equally by the parties.

(b) If the dispute cannot be resolved by mediation the parties shall submit the dispute to binding arbitration by an arbitrator of recognized qualifications. If the parties cannot agree upon an arbitrator they will request an initial panel of five (5) persons, who are all members of the American Arbitration Association. Each party will have two (2) strikes from the initial panel. The parties may agree to an alternative method for the selection of the single arbitrator.

(c) The arbitrator shall not be bound by rules of evidence or the substantive, internal laws of the State of Wisconsin. The award of the arbitrator is final and binding and shall be enforceable at law, pursuant to Chapter 788, Wis. Stats. The parties will equally divide the fees of the arbitrator as well as the costs of a court reporter, if any.

#### **17.02. Injunctive Relief.**

The dispute resolution procedures contained in Section 17.01, above, shall not apply to the enforcement of the covenants and restrictions required by Section VI. of this Agreement. The parties acknowledge that the remedy available under Section 17.01 of this dispute resolution procedure for any breach of Section VI. will be inadequate, and that the City and the Town, jointly and severally, shall be entitled to injunctive relief compelling specific performance of the obligations contained in Section VI. The parties waive the requirement to post a bond in the event such injunctive relief is sought by either party to this Cooperative Plan Agreement.

### **SECTION XVIII. CIVIL ACTIONS.**

#### **18.01. Limitations on Commencement of Civil Action.**

The parties waive their rights under the notice provisions under Wis. Stats. § 893.80 and their rights to seek remedies in court, except that the preceding prohibition on court actions shall not apply to:

- (a) Actions to enforce arbitration awards under Section XVII of this Agreement;
- (b) Actions for injunctive relief necessary to protect the public health, safety or welfare during the dispute resolution proceedings or to enforce the matters referenced in Section 17.02 of the Agreement;
- (c) Disputes involving a necessary third party or private party owner who refuses to consent to arbitration as provided herein;

(d) Actions to enforce the adoption of comprehensive plan amendments and corresponding implementing local ordinances pursuant to this Agreement; or

(e) Except as expressly provided herein, the City and the Town each waive all rights to challenge the validity or enforceability of this Agreement.

#### **18.02. Third-Party Civil Actions.**

In the event of a court action by a third party challenging the validity or enforceability of this Agreement, the City and the Town shall fully cooperate to vigorously defend this Agreement. If only one party is named to the relevant action, the other party shall seek to intervene and the named party shall support such intervention. No settlement of any such action is permitted without the approval of the governing bodies of both the City and the Town. The workload to defend this Agreement shall be shared equally by the City and the Town. Failure to comply with any of the preceding requirements of this paragraph shall constitute a breach.

### **SECTION XIX. IMPLEMENTATION.**

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

### **SECTION XX. ANTI-DISCRIMINATION PROVISIONS.**

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

### **SECTION XXI. NOTICES.**

All notices by or relating to this Agreement shall be in writing. Each notice shall specifically refer to this Agreement by name and shall refer specifically to the number of the section(s), subsection(s), paragraph(s), or subparagraph(s) to which the notice relates. Any such notice shall be delivered in person to the Contact Person of the municipality receiving the notice or to the person apparently in charge of the Clerk's office during normal business hours, or shall be mailed to such Contact Person by certified mail, return receipt requested (or equivalent private delivery service).

Each notice to the City shall be addressed as follows:

Mayor  
City Hall  
106 Jones Street  
Watertown, WI 53094



Phone: (920) 262-4000  
Fax: (920) 262-4016

Each notice to the Town shall be addressed as follows:

Town Chairperson  
Emmet Town Hall  
N1690 State Road 26  
Watertown, WI 53098  
Phone: (920) 261-1611  
Fax: (920) 261-6143

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

## **SECTION XXII. MISCELLANEOUS PROVISIONS.**

The following miscellaneous provisions apply:

### **22.01. References.**

Any references to a particular agency, organization or official shall be interpreted as applying to any successor agency or organization or official to which the contemplated functions are transferred by statute or ordinance. Except as expressly stated otherwise, any reference in this Agreement to a particular statute or ordinance shall be interpreted as applying to such statute or ordinance as recreated or amended from time to time.

### **22.02. Authority.**

Each party represents that it has the authority to enter into this Agreement and that all necessary procedures have been followed to authorize this Agreement. Each person signing this Agreement represents and warrants that he or she is duly authorized to do so.

### **22.03. Severability.**

The provisions of this Agreement are severable. In the event that any provision is held to be invalid or unconstitutional, or if the application of any provision to any person or circumstance is held to be invalid or unconstitutional, such holding shall not affect the other provisions or application of this Agreement which can be given lawful effect without the invalid or unconstitutional provisions or application.

### **22.04. Amendment.**

The procedure for amendment of this Plan shall be according to Wis. Stats Section 66.0307(8). In the event a change in state or federal law substantially affects this Plan, either party may request that modifications be made to the Plan to maintain, as closely as possible, the original terms, intent and balance of benefits and burdens of this Plan. In the event the parties are not able to reach agreement in such situation, either the City or the Town may require submission of such dispute to arbitration under Section 17.01.

IN WITNESS WHEREOF, the City and the Town certify that this Plan has been duly approved by their respective governing bodies in accordance with State and local laws, rules and regulations, and each has caused their duly authorized officers to execute this Plan.

**CITY OF WATERTOWN**

By: John David  
John David, Mayor

Attest:

By: Cynthia Rupprecht  
Cynthia Rupprecht, City Clerk

Approved as to Form:

William Gruber  
William Gruber, City Attorney

Approved as to Form:

Thomas J. Levi  
Thomas J. Levi, Special Counsel for City

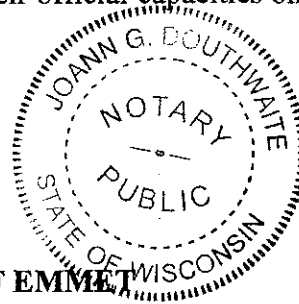
STATE OF WISCONSIN )

JEFFERSON COUNTY ) ss.

The above-named, John David, Mayor of the City of Watertown and Cynthia Rupprecht, City Clerk of the City of Watertown, William Gruber, City Attorney, and Thomas J. Levi, Special Counsel for City of Watertown, personally came before me this 20<sup>th</sup> day of August, 2014 to me known to be the persons and officers who have executed the

foregoing instrument and acknowledged the same in each of their official capacities on behalf of the City of Watertown.

JoAnn G. Douthwaite  
JoAnn G. Douthwaite  
Notary Public, State of Wisconsin  
My Commission expires: 4/23/17



**TOWN OF EMMET**

By: William Nass  
William Nass, Town Chairperson

**Attest:**

By: Jackie Welke  
Jackie Welke, Town Clerk

Approved as to Form:

John St. Peter  
John St. Peter, Town Attorney

STATE OF WISCONSIN   )  
  )ss.  
DODGE COUNTY         )

The above- named William Nass, Town Chairperson for the Town of Emmet, and Jackie Welke, Town Clerk for the Town of Emmet, personally came before me this 29th day of Sept 2014 to me known to be the persons and officers who have executed the foregoing instrument and acknowledged the same in each of their official capacities on behalf of the Town of Emmet.

Mary Jo Kraus  
Mary Jo Kraus  
Notary Public-State of Wisconsin  
My Commission expires: 3-1-2015

INTERGOVERNMENTAL COOPERATIVE PLAN  
UNDER WISCONSIN STATUTE SECTION 66.0307 BETWEEN  
THE CITY OF WATERTOWN AND THE TOWN OF EMMET

EXHIBIT “A”

RESTATED INTERMUNICIPAL COOPERATIVE AGREEMENT BETWEEN  
THE CITY OF WATERTOWN AND THE TOWN OF EMMET DATED JUNE 11, 2013

Document Number

*Agreement*

Title of Document

RESTATED INTERMUNICIPAL COOPERATIVE AGREEMENT  
BETWEEN THE CITY OF WATERTOWN AND THE TOWN OF EMMET

DOCUMENT # 1198481

Office of Register of Deeds  
Dodge County, Wisconsin  
RECEIVED FOR RECORD

June 14, 2013 10:37 AM

CHRIS PLANASCH - Registrar  
Fee Amount: \$30.00  
# of Pages 31



Recording Area

Name and Return Address

Atty. Thomas J. Levi

Bender, Levi, Larson & Associates, S.C.

P. O. Box 16

Watertown, WI 53094-0016

see attached

Parcel Identification Number (PIN)

THIS INSTRUMENT WAS DRAFTED BY:

Attorney Thomas J. Levi  
State Bar No. 1002305

Attorney John St. Peter  
State Bar No. 1016293

**RESTATED INTERMUNICIPAL COOPERATION AGREEMENT  
BETWEEN THE CITY OF WATERTOWN AND THE TOWN OF EMMET**

**AGREEMENT** made and entered into this 11<sup>TH</sup> day of June, 2013 by and between the City of Watertown, a Wisconsin Municipal Corporation, located in Dodge and Jefferson Counties, Wisconsin ("City") and the Town of Emmet, a Wisconsin Township, located in Dodge County, Wisconsin ("Town").

**RECITALS**

**WHEREAS**, the City and the Town entered into an agreement under the authority granted to them pursuant to Wis. Stat. § 66.0301 entitled "Intermunicipal Cooperation Agreement between the City of Watertown and the Town of Emmet" ("Original Agreement") on March 10, 2000; and

**WHEREAS**, the City and the Town wish to amend, restate and extend the Original Agreement as more specifically described in this document ("Agreement"); and

**WHEREAS**, the City and the Town recognize that intergovernmental cooperation and joint planning provide for the best use of land and natural resources, as well as high quality and efficient municipal services; and

**WHEREAS**, it is in the best interest of the City and the Town to resolve boundary, land use and municipal service issues in order to avoid duplication of municipal services and in order to provide an effective means of planning each community's future growth; and

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

**WHEREAS**, the City and the Town each recognize that this restatement of the Original Agreement represents compromises that are required in order to accomplish the long-term intentions of the Original Agreement; and

**WHEREAS**, the City and the Town each recognize and reaffirm the goals and policies enunciated in the Original Agreement, but also realize that in the ensuing twelve (12) years there have been changes in the law, changes in the development of areas of the Town and City along their mutual boundary, and construction of a new Highway 26 Bypass traversing the boundary area between the City and the Town, which necessitate a modification of the Original Agreement.

**NOW, THEREFORE**, in consideration of the above recitals and the mutual promises set forth in both the Original Agreement and this Agreement, the parties agree as follows:

## ARTICLE ONE

### GENERAL PROVISIONS

**1.1 Authority.** This Agreement is entered into pursuant to Wis. Stats. § 66.0301 and § 66.0307.

**1.2 Growth Areas Map.** Attached and incorporated by reference is a map marked Exhibit "A", dated October 8, 2012. The purpose of Exhibit "A" is to delineate the City and Town Growth Areas (hereinafter "City Growth Areas" or "Town Growth Area"). For the purposes of this Agreement the City Growth Areas within the Town consist of the territory identified as Area "1", "2", "3", "4" and "City Growth Area (unnumbered)". For the purposes of this Agreement the Town Growth Area consists of the territory identified as Town Growth Area (unnumbered)", which consists of the remainder of the Town. This Agreement designates territories in the Town described as either "City Growth Areas" or "Town Growth Area." The parties agree that there will be no changes to the boundaries of the City Growth Areas and the Town Growth Area for the term of the Agreement.

**1.3 Authority of Comprehensive Plans.** Pursuant to Wis. Stat. § 66.1001, the City adopted an Amended Comprehensive Plan on November 17, 2009 for the purpose of guiding its decisions regarding long-term growth and physical development of the City. Pursuant to Wis. Stats. § 60.61 and §66.1001, the Town has adopted a Comprehensive Plan on December 11, 2002, to guide decisions regarding long-term growth and physical development through 2025. The parties recognize and acknowledge the right of both the City and the Town to prepare and adopt comprehensive plans and plan amendments that may include, among other matters, goals, objectives and policies to guide land division within their respective territories. The parties further agree that as their respective comprehensive plans relate to land divisions within the City Growth Areas, such comprehensive plans and amendments thereto shall be consistent with this Agreement.

(a) The parties stipulate that the City's Amended Comprehensive Plan, as amended from time to time, shall take precedence in all City Growth Areas. The Town shall not take any action, direct or indirect, to oppose or interfere with the administration of the City's Amended Comprehensive Plan applicable to the City Growth Areas. In addition to the preceding, the Town agrees not to directly or indirectly purchase conservation easements nor shall the Town acquire any land for the purpose of precluding or delaying development in the City Growth Areas. The preceding provisions are not intended to interfere with the implementation of farmland preservation zoning and contracts as authorized by law.

(b) The parties stipulate that the Town's Comprehensive Plan, as amended from time to time, shall take precedence in the Town Growth Area. The City shall not take any action, direct or indirect, to oppose or interfere with the administration of the Town's Comprehensive Plan applicable to the Town Growth Area. In

addition to the preceding, the City agrees not to directly or indirectly purchase conservation easements nor shall the City acquire any land for the purpose of precluding or delaying development in the Town Growth Area.

**1.4 Purpose From City's Perspective.** The purpose of this Agreement is to promote a long-term, environmentally sound, cost-effective pattern of land division for future growth in the City Growth Areas with the provision of City sanitary sewer services and water supply services. This Agreement is intended to encourage compact and cost-effective development in the City's perimeter by strictly limiting development in the City Growth Areas prior to annexation, eliminating current "town islands," preventing rural sprawl in residential and nonresidential development not served by public water and sanitary sewer systems, and by preserving working farms prior to annexation. A specific objective of this Agreement is for the parties to agree upon and adopt, as part of each jurisdiction's comprehensive plan, a similar set of policies for regulating land divisions within the City Growth Areas.

**1.5 Purpose From Town's Perspective.** The purpose of this Agreement is to retain its land division control over residential and commercial development in those territories of the Town, which are designated in this Agreement as the Town Growth Area, free and clear of the City's extraterritorial review and zoning powers, preventing urban sprawl in residential and commercial development, and preserving working farms and sustainable, agricultural development patterns. A specific objective of this Agreement is for the parties to agree upon and adopt, as part of each jurisdiction's comprehensive plan, a similar set of policies for regulating land divisions within the Town Growth Area.

**1.6 Extraterritorial Jurisdiction.** The parties acknowledge that the City, prior to adoption of the Original Agreement, had been exercising its statutory extraterritorial land division review authority in the entire Town, pursuant to Wis. Stats. § 62.23(7a). The City may continue to exercise its extraterritorial jurisdiction throughout the City Growth Areas, subject to the Design Standards contained in Section 2.3 of this Agreement. The City waives its extraterritorial land division review authority, and other extraterritorial jurisdiction powers throughout the entire Town Growth Area. The City and the Town shall record with the Dodge County Register of Deeds resolutions providing for the waiver of the City's extraterritorial jurisdiction powers in the Town Growth Area. The City shall not rescind the waiver for the duration of this Agreement. The Town shall make all of its planning, official mapping, land division and zoning decisions in full conformance with City policies in existence on the date of this Agreement within City Growth Areas for the duration of this Agreement. In addition, the parties acknowledge and agree that the review and approval requirements of this Agreement shall replace the City's extraterritorial review and approval powers authorized by Wis. Stats. § 62.23(7a) and Chapter 236, as amended, throughout the Town Growth Area for the duration of this Agreement.

**1.7 Annexations.** Any lands for which the City receives a petition for annexation that are located within the City Growth Areas may be annexed to the City in accordance with the procedures of Wis. Stats. § 66.0217, § 66.0221, § 66.0223, and § 66.0225, as amended from time to time. Annexations that satisfy the above requirements need not be contiguous and, further, may create town islands in the City Growth Areas. However, the parties acknowledge that unanimous annexations are to be encouraged. But, if a non-unanimous annexation is required by



the circumstances, the City agrees to take reasonable steps to minimize the extent of the annexation of land owned by non-consenting owners. These reasonable steps include, without limitation, the configuration of the annexation map so as to make maximum use of public rights-of-way and property lines. A configuration of a "balloon on a string" is acceptable and should be pursued when feasible. Notwithstanding anything to the contrary, the City shall not accept an annexation petition from territory located in the City Growth Areas if the petition is signed only by electors who are not also property owners. The City shall provide the Town an opportunity to review and comment on all proposed non-unanimous annexations prior to the City's adoption of the relevant annexation ordinance. Within the Town, no territory outside of the City Growth Areas may be annexed by the City during the term of this Agreement.

(a) The Town shall not directly or indirectly oppose the annexation of land to the City located within the City Growth Areas. The Town also agrees not to financially support anyone who does oppose or seeks to contest an annexation of lands that are located exclusively within the City Growth Areas. If the Town is impleaded in any annexation lawsuit by a party other than the City, the Town shall immediately stipulate that it does not oppose the contested annexation. The Town shall also cooperate with the City on the dismissal of the Town as a party to the relevant lawsuit. Upon a request by the City, the Town shall provide a letter to the State of Wisconsin indicating that the proposed annexation within the City Growth Area is in compliance with this Agreement.

(b) If any territory outside the City Growth Areas is annexed to the City in violation of this Agreement the City agrees, in accordance with the provisions of Wis. Stats. § 66.0217(14)(a), as amended, to reimburse the Town as liquidated damages and not as a penalty, an amount equivalent to the tax revenue lost to the Town as a result of such annexation each year for a period of ten (10) years from the date the annexation ordinance is effective. The reimbursement shall be calculated based on the assessed value assigned by the Town of all land and improvements in the annexed territory as of the date the annexation took place. The assessed value of such lands as of the year of annexation shall be multiplied by the mill rate established by the Town for the year of the annexation to calculate that amount due to the Town under this formula. The reimbursement shall be made within 30 days of the first of January of each year beginning with the first year after the relevant annexation.

(c) It is the parties' intent that the territory within the City Growth Areas should eventually be annexed to the City. However, the parties acknowledge that under current State annexation law it is probable that certain isolated parcels may remain within the Town even after various larger parcels have been annexed to the City. Therefore, the parties agree that it is necessary to establish a mechanism that will assure the City that all the territory within the City Growth Areas will eventually be annexed to the City. To this end the parties agree to review the need for boundary changes, pursuant to a cooperative boundary adjustment agreement under Wis. Stats. § 66.0307, pursuant to Section 4.2 of this Agreement.

**1.8 Building Inspections/Zoning Enforcement.** During the term of this Agreement the parties agree that the City may elect to perform all building inspection and zoning enforcement services and functions and development reviews within all or a part of the City Growth Areas. In such instances, the Town shall delegate its building inspection and zoning enforcement powers and responsibilities to the City. The Town shall take all necessary actions authorized by law to cooperate with the City in order to accomplish the intended purposes of this section, including, without limitation, allowing the City to charge back such fees to the Town property owner or against the property, which is the subject matter of the building code enforcement or zoning code enforcement activities. The City and the Town shall promptly exchange copies of all building, zoning and inspection permits issued pursuant to the provisions of this Section 1.8.

## **ARTICLE TWO**

### **DEVELOPMENT WITHIN CITY GROWTH AREAS**

**2.1 General Provisions.** The City and the Town agree to take action, or to refrain from taking action, as set forth in this Article II with respect to the land located within the City Growth Areas. The following requirements of this Article II shall apply to all territory located within the City Growth Areas during the term of this Agreement and shall only be removed by annexation to the City.

**2.2 New Development.** As long as the land remains in the Town, new development in the City Growth Areas shall be limited to new or expanded agricultural operations, and new single-family detached residential uses. All undeveloped land shall be designated in an agricultural use designation by the Town under its Zoning Code or a "Rural Holding" use designation under the City's Zoning Code. All new or expanded non-residential uses along Highway 26 or CTH L shall only be allowed after annexation into the City. Furthermore, all new development shall be subject to the Design Standards found at Section 2.3 below, the Restrictions on Residential Development found at Section 2.4 below, and the Restrictions on Non-Residential Development found at Section 2.5 below.

**2.3 Design Standards.** All land divisions within the City Growth Areas shall be designed in compliance with the City's Official Map and Land Use Plan for the area by dedicating rights-of-way or expanded existing rights-of-way and for planned rights-of-way. Planned storm water management facilities and environmental corridor areas shall also be respected in the design of these land divisions. All new development and land divisions shall also comply with the following layout and development standards:

(a) New residential development proposals in the City Growth Areas shall first be presented to the City for review and approval. The proposal shall be accompanied by a layout sketch in compliance with City-density layout requirements. Within the City Growth Areas, the Town shall not issue any land use permits authorizing residential development within the City Growth Areas without obtaining the City's prior written approval of the proposed development. The City shall review and respond to the Town within ninety (90) days of the Town's written notice of the Town's intent to issue a land use permit authorizing non-residential development in the City Growth

Area. The City's failure to respond in writing to the Town within ninety (90) days shall constitute the City's consent.

(b) No land may be developed and no land may be subdivided without provision for easements for public utilities, public roads, driveway access location and design, and storm water management in accordance with the standards determined by the Engineer of the City.

(c) All land divisions from existing residences within the City Growth Areas require the prior written approval of the City.

(d) New streets constructed within the City Growth Areas shall contain a minimum 66 foot right-of-way and shall be designed, located and constructed to City specifications.

(e) The Town may approve changes in zoning classifications and conditional uses only after consultation with, and the written agreement of the City. Written notice of a zoning amendment shall be forwarded to the City Zoning Administrator in writing. Failure of the City to respond within ninety (90) days of the notice shall be deemed an approval. A rezoning by the Town in violation of this provision shall be void.

(f) To the extent authorized by law, the Town shall refuse to approve certified survey maps or platted subdivisions unless the City consents to the land divisions. Failure of the City to respond within 45 days of written notice shall be deemed an approval.

(g) The Town shall utilize planning and construction standards proposed by the City for new or reconstructed roads, public utilities and other public facilities in the City Growth Areas. The preceding does not apply to the maintenance or repair of Town roads existing as of January 1, 2013, but shall apply to subsequent roadway development and right-of-way dedication requests.

**2.4 Restrictions on Residential Development Within City Growth Areas.** The Town acknowledges that it is the intent of the Agreement to recognize and confirm that the territory within the City Growth Areas will eventually be annexed to the City. The Town acknowledges that the City has a legitimate role in ensuring that areas within the City Growth Areas are carefully planned and developed. It is anticipated that at some point in the future these lands will be annexed to the City and attached to the City's public utility systems. It is reasonable, therefore, that the City should require that residential areas within the City Growth Areas be developed in general accordance with the City's comprehensive plan, municipal ordinances, and design standards. The parties further acknowledge that haphazard or premature development in this area could prevent efficient use of the land resources and inhibit efficient and cost-effective delivery of urban services. Therefore, in order to accomplish the intended purposes of the Agreement, the Town agrees that any new residential development within the City Growth Areas will incorporate the following standards for land divisions within the City Growth Areas:

(a) Maximum Density. Each residential parcel or lot approved by the Town after the effective date of the Agreement shall be limited to a maximum density of four (4) single-family residential dwellings per each forty-(40)-acre parent parcel.

(b) Code Compliant. Each new lot shall meet the then-current State and County health code requirements for on-site sewage treatment and private water wells.

(c) Lot Layout Within Parent Parcel. The proposed lot layout for each overall parcel shall locate residences and other structures on building sites that have the least impact on environmentally-sensitive areas and that are less well-suited for farming and agricultural uses. The maximum lot size for such residential lot shall be no greater than one (1) acre. To the extent possible, buildings shall be located between 30 and 100 feet of an existing or new public road right-of-way. The Town grants to the City the authority and power to designate the location and configuration of the residential lots within the larger, parent parcel so as to minimize rural sprawl and to prevent the accumulation of all residential lots on existing Town roads with little utilization of the interior land area of the larger parcel. Furthermore, the proposed lot layout for the overall parcel shall provide for the future efficient subdivision of the parcel for higher urban densities when it is ultimately annexed into the City.

(d) Undeveloped Land. The remainder of the overall parcel not developed with lots and roads shall remain designated as agricultural use for the purpose of precluding further development until such time as annexation to the City occurs and as urban services can be provided to the parcel. Each property owner who seeks to create residential development within the City Growth Areas shall be limited to the restrictions outlined in this Section 2.4 of the Agreement. Any further and subsequent land divisions or further land development on undeveloped land of any such property owner remaining on the parent parcel shall require the prior written consent of the City.

(e) Certified Survey Maps. All proposed lots must be created by a Certified Survey Map, which requires the approval of the Town, the City and the County.

**2.5 Restrictions on Non-Residential Development.** Within the City Growth Areas, the Town shall not issue any land use permits authorizing non-residential development within the City Growth Areas.

(a) Within the City Growth Areas, the Town shall not issue any land use permits authorizing non-residential development within the City Growth Areas without obtaining the City's prior written approval of the proposed development. The City shall review and respond to the Town within ninety (90) days of the Town's written notice of the Town's intent to issue a land use permit authorizing non-residential development in the City Growth Areas. The City's failure to respond in writing to the Town within ninety (90) days shall constitute the City's consent. The issuance of a land use permit by the Town without first obtaining the City's approval shall be null and void and, further, the Town stipulates that the City is authorized to obtain

injunctive relief against any such unapproved non-residential development. To accomplish the intended purposes of this Section 2.5, the Town shall amend its relevant land use ordinances. "Land use permits" and "land use ordinances" include zoning ordinances, subdivision ordinances, land disturbance ordinances and storm water ordinances.

(b) For purposes of this Section 2.5, "non-residential development" shall mean any non-agricultural use and all residential uses exceeding the limits set in Section 2.4 above, any change of use or rezoning from an existing use; any proposed land division (by plat, condominium plat, certified survey map, or other means), any issuance of a conditional use permit, any modifications to the physical structure of a building or construction of a new building for which a building permit is required, any grading, any grant of a new highway access, any grant of a storm water permit, or any removal of more than 30% of the timber from a parcel of land within the City Growth Areas.

**2.6 Sewer and Water.** All land divisions within the City Growth Areas shall be designed for future subsequent land division for conventional lots served by public water supply and sanitary sewer systems. The location of these potential future lot lines shall be clearly depicted on the face of plats and certified survey maps. Public easements for utilities and storm water management may be required by the City at the time of the initial land division or any subsequent land division.

**2.7 Post-Annexation Land Divisions.** After being annexed to the City additional land divisions may occur above the four (4) dwellings per forty-(40)-acre density maximum in order to comply with the then-current City zoning requirements for the relevant area. The City reserves the right to levy special assessments on all existing developed and undeveloped properties to cover the costs of extending public utilities into the relevant area. The ability to further subdivide properties after annexation is necessary in order to recover the costs associated with the public improvements to serve the annexed territory

**2.8 Further Covenants.** The Town shall take the following actions in order to assure compliance with the subdivision and development standards contained in this Article II:

(a) Amend existing Town ordinances so as to require conditional use approval for all non-agricultural land divisions or development; and

(b) All parent parcels must be included within the boundaries of any land division. All condominium or related forms of development involving the division of less than fee interests in property shall be required to receive land division approval from the City.

## ARTICLE THREE

### DEVELOPMENT WITHIN TOWN GROWTH AREA

**3.1 General Provisions.** The City and the Town agree to take action, or to refrain from taking action, as set forth in this Article III with respect to the land located within the Town Growth Area.

**3.2 No Extraterritorial Jurisdiction.** The City hereby waives its statutory powers to exercise any extraterritorial jurisdiction within the Town Growth Area, including, without limitation, plat and certified survey map review and zoning authority.

**3.3 Rural Development Policies.** The parties acknowledge that the Town has recently prepared a comprehensive plan, which includes a land use plan that permits agricultural uses, low density residential development and a limited amount of neighborhood/crossroads commercial development. The Town shall develop Rural Development Policies to permit agricultural uses, low density residential development and a limited amount of neighborhood/crossroads commercial development all in accordance with the Town Land Use Plan. Permitted non-residential and non-agricultural land uses within portions of the Town Growth Area along STH 26 south of Second Road; along CTH Q; and along CTHs R and CW in Sections 26, 27 and 35 known as "City Periphery Areas"; shall be subject to the same building materials, landscaping and signage requirements for the Town's Zoning Code in conformity with either the Town's "Convenience Commercial District" ("C-C District", as codified in Section 3.41 of the Town's Zoning and Land Division Code) or the Town's "Extensive Commercial District" ("E-C District", as codified in Section 3.42 of the Town's Zoning and Land Division Code). However, regional "big box store" development shall only be permitted within the Town Growth Area with the City's written consent. Regional "big box store" development shall be defined as any store with more than 50,000 square feet of gross floor area. Examples include, but are not limited to the following types and companies:

(a) Department and Mass Merchandise Stores that sell a variety of items, including but not limited to, Farm and Fleet, Fleet Farm, Shopko, Costco, WalMart, Super Wal-Mart, Target, Target Greatland, Kmart and BigK;

(b) Single Retail Category Stores that dominate a single retail category such as electronics, appliances, super markets, etc. including but not limited to, Best Buy, American, Colders, Steinhafels, Cub, Woodman's, Circuit City, Staples, Office Max, and Festival Foods;

(c) Discount Retailers that sell a variety of items and include warehouse stores, purchase clubs, off-price stores and outlet stores, etc., including but not limited to, Lowe's, Home Depot, Menard's, Costco and Sam's Club.

(d) Major indoor entertainment centers, recreation clubs, indoor sports facilities, lodging and resort facilities, including, but not limited to, bowling, skating, ice

sports, soccer, golf, health clubs, movie theaters, arenas, hotels, resorts and conference centers.

**3.4 Official Maps and Comprehensive Plans.** All development within the Town Growth Area shall take account of official maps and comprehensive plans adopted by the State of Wisconsin, Dodge County or the City. The Town shall require dedications consistent with said official maps, or comprehensive plans.

**3.5 Development Standards.** Except as expressly set forth in this Agreement, the Town reserves all rights over the zoning and development of the land located within the Town Growth Area. Notwithstanding anything to the contrary, there are no minimum or maximum lot size limitations for land divisions within the Town Growth Area.

**3.6 City Approvals.** The City shall not withhold approvals necessary under applicable state, county or local laws, regulations or ordinances to all divisions of land, or other development-related matters, provided such development occurs in accordance with this Agreement and all other applicable statutes, ordinances and regulations.

**3.7 Annexations.** The City shall not annex any land from the Town Growth Area without the Town's prior written consent. A written request for consent shall be submitted to the Town upon receipt of an annexation petition. The Town shall review and respond to the City within ninety (90) days of the City's written notice of the City's intent to annex land from the Town Growth Area. The Town's failure to respond in writing to the City within ninety (90) days shall constitute the Town's denial of the annexation.

## ARTICLE FOUR

### COOPERATION AND IMPLEMENTATION

**4.1 Blighted Areas.** The parties acknowledge that portions of the City Growth Areas constitute a public nuisance and are blighted. Notwithstanding that the blighted area is within the City Growth Areas, the Town shall cooperate with the City to abate and remove the blighted conditions. If the blighted conditions have not been removed within a reasonable time after this Agreement is signed, the parties shall initiate a boundary change pursuant to a cooperative boundary agreement, under Wis. Stats. § 66.0307, as amended. The purpose of the boundary change is to transfer the jurisdiction of the blighted area from the Town to the City. The preceding shall not limit the Town or the City from bringing a direct action to abate any public nuisance. If such an annexation or boundary adjustment is needed to cure blight, said annexation or adjustment is exempt from the Revenue Sharing provisions of Section 5.2 of this Agreement.

**4.2 Cooperative Boundary Agreements.** The parties agree that this Agreement is but the first step in the cooperation and implementation of the relationship between the Town and the City to make a good faith effort to enter into a cooperative boundary agreement, pursuant to Wis. Stats. § 66.0307 that will address the future, long-term City and Town boundaries under this Agreement. One of the key objectives of a cooperative boundary agreement is to eliminate

blighted areas, to eliminate existing town islands, to bring into the City areas of more urbanized growth that lack sufficient public services (particularly sewer and water services), and correct irregular municipal boundaries that pose long-term impediments to compact an efficient urban growth and the cost-effective and efficient delivery of public services. The resolutions of governing bodies of the City and the Town to initiate this process, pursuant to Wis. Stats. § 66.0307(4)(a) are attached hereto as Exhibit B. These resolutions shall be adopted by the respective governing bodies of the City and of the Town within 60 days of the effective date of this Agreement. Notwithstanding anything to the contrary, the cooperative boundary agreement, if adopted, will be consistent with all of the terms and conditions of this Agreement. At a minimum, the cooperative boundary agreement shall contain provisions for boundary adjustment review in the following areas:

(a) Welsh Road Area. The Welsh Road area more specifically defined as Area "1" in the map set forth in Exhibit A, which is attached and incorporated by reference, shall be detached from the Town and attached to the City effective upon the expiration of three (3) years from the date of this Agreement.

(b) Brandt-Quirk Park Railroad Right-of-Way Area. The Railroad Right-of-Way area running through a portion of Brandt-Quirk Park, more specifically defined as Area "2" in the map set forth in Exhibit A, which is attached and incorporated by reference, shall be detached from the Town and attached to the City effective upon the expiration of one (1) year from the date of this Agreement.

(c) Highway 16 Railroad Right-of-Way Area. The Railroad Right-of-Way area running south from Highway 16, parallel to Business Highway 26, more specifically defined as Area "2" in the map set forth in Exhibit A, which is attached and incorporated by reference, shall be detached from the Town and attached to the City effective upon the expiration of one (1) year from the date of this Agreement.

(d) Highway 16 Residential Area. The residential area south of Highway 16 bounded by the current City Limits to the City, more specifically defined as Area "4" in the map set forth in Exhibit A, which is attached and incorporated by reference, shall be detached from the Town and attached to the City effective upon the expiration of ten (10) years from the date of this Agreement, unless any residence(s) within the area described in Exhibit A has a private wastewater treatment system that does not meet the then-current Dodge County Sanitary Code requirements, in which case the property with the failing private wastewater treatment system must attach to the City within twelve (12) months of the date when it is determined that the private wastewater treatment system fails to meet the code requirements.

(e) Boundary Review Adjustments. The parties agree to review any issues regarding other future boundary adjustments on the common boundary lines between the City and the Town in the City Growth Areas at periodic intervals of at least every five (5) years after the date of this Agreement in order to facilitate the smooth and effective implementation of the goals and policies embodied in this Agreement. A mechanism to effectuate this procedure shall be addressed at the time that the cooperative boundary agreement is adopted by the parties.



(f) Future Town Islands. In addition to the specific boundary adjustments described in (a) through (d), above; the parties will review the attachment of future town islands taking into consideration the following factors:

(i) Cost-effective, efficient and economical provision of municipal services to the annexed property surrounding the prospective town island.

(ii) Size and location of proposed town island.

(iii) Negative environmental impacts.

(iv) Town land use compatibility with surrounding or adjacent City land uses.

(g) Reservation of Rights. Notwithstanding the preceding provisions, nothing in this Section 4.2, or the cooperative boundary agreement referenced in this Agreement, shall be construed to require the parties to detach, attach or annex territory in response to the periodic reviews described above. All rights are reserved by each party.

**4.3 Comprehensive Plan and Ordinance Amendments.** This Agreement requires the City and the Town to adopt or amend previously adopted comprehensive plans and local ordinances in order to conform to the terms and conditions of this Agreement. Both the City and the Town shall promptly engage in the lawful process of adopting or amending their comprehensive plans and related ordinances and, further, shall adopt such conforming plans and ordinances within one (1) year of the effective date of this Agreement. Notice of such action shall be provided by the enacting party to the other party within ten (10) days of the passage by the respective governing body of such amendments. Failure of either party to comply with the requirements of this Section 4.3 shall constitute a material breach of this Agreement, which breach may be enforced by specific performance by the non-breaching party.

**4.4 Limitations on Commencement of Civil Action.** The parties waive their rights under Wis. Stats. § 893.80 and their rights to seek remedies in court, except that the preceding prohibition on court actions shall not apply to:

(a) Actions to enforce arbitration awards under Article VI of the Agreement;

(b) Actions for injunctive relief necessary to protect the public health, safety or welfare during the dispute resolution proceedings or to enforce the matters referenced in Section 6.2 of the Agreement;

(c) Disputes involving a necessary third party or private party owner who refuses to consent to arbitration as provided herein;

(d) Actions to enforce the adoption of comprehensive plan amendments and corresponding implementing local ordinances pursuant to this Agreement; or

(e) Except as expressly provided herein, the City and the Town each waive all rights to challenge the validity or enforceability of this Agreement.

**4.5 Third-Party Civil Actions.** In the event of a court action by a third party challenging the validity or enforceability of this Agreement, the City and the Town shall fully cooperate to vigorously defend this Agreement. If only one party is named to the relevant action, the other party shall seek to intervene and the named party shall support such intervention. No settlement of any such action is permitted without the approval of the governing bodies of both the City and the Town. The workload to defend this Agreement shall be shared equally by the City and the Town. Failure to comply with any of the preceding requirements of this paragraph shall constitute a breach.

**4.6 No Town Charter Status.** To the extent authorized by law, during the term of this Agreement, the Town shall not directly or indirectly seek charter town status or incorporation.

**4.7 Advancement of Mutual Interests.** The parties acknowledge that in order to effectively implement this Agreement it may be necessary to obtain the cooperation of and approval of other governmental agencies, including, but not limited to, Dodge County, the Wisconsin Department of Natural Resources, the Wisconsin Department of Transportation, the Wisconsin Department of Administration or other State agencies. In all matters necessary to implement this Agreement the parties shall seek the cooperation and approval of all relevant agencies. To the extent practicable, the parties shall submit a single, joint request or other appropriate document requesting the necessary approval. Examples of joint requests that may require the cooperation of the parties include, but are not limited to, the following:

Storm water management, soil erosion control, wetlands and woodlands management;  
Approvals for access to federal, state or county roadways;  
Approvals for a cooperative plan pursuant to Wis. Stats. § 66.0307, if there has been unsatisfactory progress in blight removal within the City Growth Area; and  
Approvals for a cooperative plan submitted under Section 4.2 of this Agreement, pursuant to Wis. Stats. § 66.0307.

## **ARTICLE FIVE**

### **REVENUE SHARING**

**5.1 General.** The parties agree to share local tax revenues generated from the land annexed or attached to the City from the City Growth Areas. To the extent that Wis. Stats. § 66.0217(14)(a)1. and § 66.0221(3)(a)1. limits revenue sharing to five (5) years, the City hereby agrees to extend the revenue sharing for an additional five (5) years, bringing the total time period for revenue sharing between the City and Town to a total of ten (10) years.

**5.2 Revenue Sharing.** The City agrees to reimburse the Town for lost Town tax revenue from the annexation or attachment of land in the City Growth Areas. The

reimbursement shall be calculated on the assessed value of all land and improvements in the annexed or attached territory as of January 1 of the year the annexation or attachment occurs. The assessed value of such lands shall be multiplied by the mill rate established by the Town for the year of annexation or attachment to calculate the amount due to the Town under this formula. The reimbursement shall be made within 30 days of the first of January of each year beginning with the first year after the annexation or attachment of land from the City Growth Areas in accordance with the following rate schedule:

Year 1	100%	Year 6	50%
Year 2	90%	Year 7	40%
Year 3	80%	Year 8	30%
Year 4	70%	Year 9	20%
Year 5	60%	Year 10	10%

The unpaid balance of revenue sharing shall be paid in accordance with the above payment schedule even if the term of this Agreement expires before full payment has been made to the Town. Notwithstanding anything to the contrary, the revenue sharing required by this Article V shall only apply to the annexation or attachment of property with an assessed value in excess of \$1 million at the time of the annexation or attachment.

## ARTICLE VI

### DISPUTE RESOLUTION

**6.1 Dispute Resolution.** All disputes over the interpretation or application of this Agreement, or the enforcement thereof, shall be resolved according to the following dispute resolution procedures:

(a) If the dispute cannot be resolved by the personnel directly involved, the parties will conduct the following mediation process before invoking binding arbitration: Each party will designate a representative with appropriate authority to be its representative in the mediation of the dispute.

Either representative may request the assistance of a qualified mediator. If the parties cannot agree on the qualified mediator within five (5) days of the request for a mediator, a qualified mediator will be appointed by the Chairperson of the Alternative Dispute Resolution Section of the State Bar of Wisconsin, or if the Chairperson fails to appoint a mediator, by the American Arbitration Association.

The mediation session shall take place within thirty (30) days of the appointment of the respective representatives designated by the parties, or the designation of a mediator, whichever occurs last.

The mediator does not have authority to impose a settlement upon the parties but will attempt to assist the parties in reaching a satisfactory resolution of their dispute. The

mediation sessions are private. The expenses of the mediator, if any, shall be borne equally by the parties.

(b) If the dispute cannot be resolved by mediation the parties shall submit the dispute to binding arbitration by an arbitrator of recognized qualifications. If the parties cannot agree upon an arbitrator they will request an initial panel of five (5) persons; who are all members of the American Arbitration Association. Each party will have two (2) strikes from the initial panel. The parties may agree to an alternative method for the selection of the single arbitrator.

(c) The arbitrator shall not be bound by rules of evidence or the substantive, internal laws of the State of Wisconsin. The award of the arbitrator is final and binding and shall be enforceable at law. The parties will equally divide the fees of the arbitrator as well as the costs of a court reporter, if any.

**6.2 Injunctive Relief.** The dispute resolution procedures contained in section 6.1, above, shall not apply to the enforcement of the covenants and restrictions required by Section 2.7. The parties acknowledge that the remedy available under this dispute resolution Article for any breach of Section 2.7 will be inadequate, and that the City and the Town, jointly and severally, shall be entitled to injunctive relief compelling specific performance of the obligations contained in Section 2.7. The parties waive the requirement to post a bond.

## ARTICLE VII

### MISCELLANEOUS PROVISIONS

**7.1 Term of Agreement.** The term of the Original Agreement expires in 2020. The parties agree that it is both necessary and proper to extend the term of the Agreement for an additional twelve (12) years, that is, until December 31, 2032. In addition to the preceding term extension, the parties agree that the revenue sharing provisions of Article V shall begin upon the effective date of this Agreement and continue until December 31, 2022. No breach or violation of any of the terms of this Agreement or the Agreement shall operate to void or terminate or provide grounds for termination, it being the intent of the parties that any such breach or violation shall only be redressed, enjoined or otherwise remedied by specific performance.

**7.2 Miscellaneous Provisions.** The following miscellaneous provisions apply:

(a) **Binding Effect.** This Agreement shall bind and accrue to the benefit of all successors of the City and the Town and be binding on successive governing bodies of the City and the Town. This Agreement and the Agreement are for the exclusive benefit of the parties and their successors and assigns and shall not be deemed to give or authorized to provide any legal or equitable right, remedy or claim to any other person or entity.

(b) **Implementation.** The parties shall each take such actions in good faith as may be necessary or desirable in order to implement the provisions of this Agreement.

(c) References. Any references to a particular agency, organization or official shall be interpreted as applying to any successor agency or organization or official to which the contemplated functions are transferred by statute or ordinance. Except as expressly stated otherwise, any reference in this Agreement to a particular statute or ordinance shall be interpreted as applying to such statute or ordinance as recreated or amended from time to time.

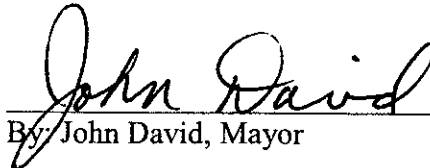
(d) Authority. Each party represents that it has the authority to enter into this Agreement and that all necessary procedures have been followed to authorize this Agreement. Each person signing this Agreement represents and warrants that he or she is duly authorized to do so.

(e) Severability. The provisions of this Agreement are severable. In the event that any provision is held to be invalid or unconstitutional, or if the application of any provision to any person or circumstance is held to be invalid or unconstitutional, such holding shall not affect the other provisions or application of this Agreement which can be given lawful effect without the invalid or unconstitutional provisions or application.

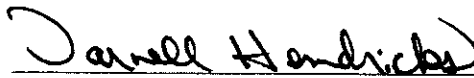
**7.3 Good Faith Dealing.** The parties shall cooperate in good faith to implement this Agreement. The parties agree that they will not oppose this Agreement in any way privately or publicly, either when communicating with any government agency that is charged with review or evaluation of any part of the Agreement.

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


**CITY OF WATERTOWN**

  
By John David, Mayor

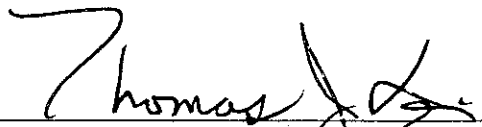
**Attest:**

  
Darnell Hendricks, City Clerk

Approved as to Form:

  
William Gruber, City Attorney


Approved as to Form:

  
Thomas J. Levi, Special Counsel for City


STATE OF WISCONSIN )

JEFFERSON COUNTY ) ss.

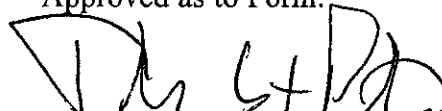
The above-named, John David, Mayor of the City of Watertown and Darnell Hendricks, City Clerk of the City of Watertown, personally came before me this 11<sup>th</sup> day of June, 2013 to me known to be the persons and officers who have executed the foregoing instrument and acknowledged the same on behalf of the City of Watertown.

  
Elizabeth M. Haberkorn  
Notary Public, State of Wisconsin  
My Commission expires: June 22, 2014

TOWN OF EMMET

By:   
William Nass, Town Chairperson

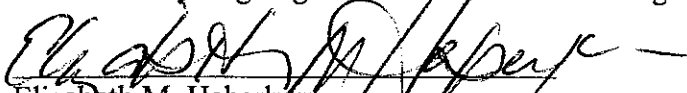
Approved as to Form:

  
John St. Peter, Town Attorney

STATE OF WISCONSIN )

JEFFERSON COUNTY ) ss.

The above- named William Nass, Town Chairperson for the Town of Emmet, personally came before me this 11<sup>th</sup> day of June, 2013 are known to be the persons and officers who have executed the foregoing instrument and acknowledged the same on behalf of the Town of Emmet.

  
Elizabeth M. Haberkorn  
Notary Public-State of Wisconsin  
My Commission expires: June 22, 2014

# EXHIBIT A

## EXHIBIT "A"

RESTATED INTERMUNICIPAL COOPERATION AGREEMENT BETWEEN THE CITY OF WATERTOWN AND THE TOWN OF EMMET  
ALL LANDS BEING PART OF SECTIONS 19, 20, 21, 27, 28, 29, 30 AND 31 IN TOWN 9 NORTH, RANGE 15 EAST, DODGE COUNTY, STATE OF WISCONSIN

PARCEL NO.	OWNER	MAILING ADDRESS	PROPERTY ADDRESS	LEGAL DESCRIPTION (FROM TAX BILL)
016-0915-1911-001	ARTHUR P MELCHER KAREN MELCHER	N778 KADDATZ DR WATERTOWN, WI 53098	W7319 COUNTY ROAD Q	THAT PT NE1/4 SEC 19 COM 907.5 FT W OF NE COR ON SEC 19 TH S 2640 FT TH W ON 1/4 LN 1732.5 FT TO SW COR TH N ON W LN 1131.43 FT TH E // TO N LN 1155 FT TH N // TO W LN 1508.57 FT TO N LN TH E 577.5 FT TO POB EX HWY DESC IN V364 P10 EX CSM 289 IN V6 P11 (INCLUDES CSM 5150 IN V33 P183) EX PARC DESC IN DOC# 1113241
016-0915-1911-002	BRENT M KREMER ROZILAND M KREMER JAMES L HOLDEN CLAUDIA A HOLDEN	W7263 COUNTY ROAD Q WATERTOWN, WI 53098	W7263 COUNTY ROAD Q	LOT 1 CSM 5807 IN V38 P227 BEING PT NE1/4 NE1/4 SEC 19
016-0915-1912-001	RUSSELL W SMITH VICTORIA L SMITH	N1259 WELSH RD WATERTOWN, WI 53098	N1259 WELSH RD	LOT 1 CSM 4932 IN V32 P3 BEING PT NW1/4 NE1/4 SEC 19
016-0915-1913-000	FLORENCE A SMITH 1/2 INT WAYNE SMITH 1/6 INT RUSSELL SMITH 1/6 INT MARVIN SMITH 1/6 INT	W7449 COUNTY ROAD Q WATERTOWN, WI 53098	W7449 COUNTY ROAD Q	THAT PT W 1155 FT OF N 1508.57 FT OF W1/2 NE1/4 SEC 19 LYG IN SW1/4 NE1/4 SEC 19
016-0915-1913-002	WISCONSIN ELECTRIC POWER CO	231 W MICHIGAN ST MILWAUKEE, WI 53201	N1171 WELSH RD	LOT 1 OF CSM 289 IN V6 P11 BEING PT SW1/4 NE1/4 SEC 19
016-0915-1913-003	ARTHUR P MELCHER KAREN MELCHER	N778 KADDATZ DR WATERTOWN, WI 53098	WELSH RD	LOT 3 CSM 5150 IN V33 P183 BEING PT SW1/4 NE1/4 SEC 19
016-0915-1913-004	JAMES D MELCHER ELIZABETH A MELCHER	N1145 WELSH RD WATERTOWN, WI 53098	N1145 WELSH RD	LOT 1 CSM 5150 IN V33 P183 BEING PT SW1/4 NE1/4 SEC 19
016-0915-1913-005	JAMES D MELCHER ELIZABETH A MELCHER	N1145 WELSH RD WATERTOWN, WI 53098	N1145 WELSH RD	LOT 2 CSM 5150 IN V33 P183 BEING PT SW1/4 NE1/4 SEC 19
016-0915-1914-001	ADAM R WALTER HEATHER M WALTER	W5301 FRENCH RD JOHNSON CREEK, WI 53038		SW1/4 NW1/4 SEC 20 ALSO A STRIP OF LAND ON E SIDE OF NE1/4 SEC 19 TO BE OF EQUAL WIDTH OF 907.5 FT EX COM 20
016-0915-1914-002	ARTHUR P MELCHER KAREN L MELCHER	N778 KADDATZ DR WATERTOWN, WI 53098	WELSH RD	FT N OF SE COR SEC 19 TH W 907.5 FT // TO S LN TH S 20 FT TH E 940.5 FT ON S LN & INTO SEC 20 TH NW TO POB EX HWY DESC IN V363 P586 EX CSM 2415 IN V14 P418 EX CSM
016-0915-1921-000	FLORENCE A SMITH 1/2 INT WAYNE SMITH 1/6 INT RUSSELL SMITH 1/6 INT MARVIN SMITH 1/6 INT	W7449 COUNTY ROAD Q WATERTOWN, WI 53098	W7465 COUNTY ROAD Q W7449 COUNTY ROAD Q	DOC #1135323 IN ERROR (2009) THAT PT SE1/4 & SW1/4 OF NE1/4 SEC 19 AS DESC IN DOC# 1113241
016-0915-1922-000	EDWARD A KOEHLER	W7669 COUNTY ROAD Q WATERTOWN, WI 53098		NE1/4 NW1/4 SEC 19 EX HWY DESC IN V364 P4 ALSO THAT PT
016-0915-1923-000	EDWARD A KOEHLER	W7669 COUNTY ROAD Q WATERTOWN, WI 53098		OF FOLLOWING LYG IN NW1/4 NE1/4 SEC 16: COM NW COR TH E 1155 FT TH S // TO E LN 1508.57 FT TH W // TO N LN 1155 FT TO W LN TH N TO POB EX HWY DESC IN V363 P444 EX
016-0915-1924-000	FLORENCE A SMITH 1/2 INT WAYNE SMITH 1/6 INT RUSSELL SMITH 1/6 INT MARVIN SMITH 1/6 INT	W7449 COUNTY ROAD Q WATERTOWN, WI 53098		FRAC NW1/4 NW1/4 SEC 19 EX 1.32 AC HWY DESC IN V363 P498
016-0915-1931-000	EUGENE P COUGHLIN VICTORIA COUGHLIN	N901 WELSH RD WATERTOWN, WI 53098		FRAC SW1/4 NW1/4 SEC 19

RESTATED INTERMUNICIPAL COOPERATION AGREEMENT BETWEEN THE CITY OF WATERTOWN AND THE TOWN OF EMMET  
ALL LANDS BEING PART OF SECTIONS 19, 20, 21, 27, 28, 29, 30 AND 31 IN TOWN 9 NORTH, RANGE 15 EAST, DODGE COUNTY, STATE OF WISCONSIN

PARCEL NO.	OWNER	MAILING ADDRESS	PROPERTY ADDRESS	LEGAL DESCRIPTION (FROM TAX BILL)
016-0915-1932-000	FLORENCE A SMITH 1/2 INT WAYNE SMITH 1/6 INT RUSSELL SMITH 1/6 INT	W7449 COUNTY ROAD Q WATERTOWN, WI 53098		NW1/4 SW1/4 SEC 19
016-0915-1933-000	MARVIN SMITH 1/6 INT EUGENE P COUGHLIN	N901 WELSH RD WATERTOWN, WI 53098		FRAC SW1/4 SW1/4 SEC 19
016-0915-1934-001	VICTORIA COUGHLIN TOWN OF EMMET	N1690 STATE ROAD 16 & 26 WATERTOWN, WI 53098		PT SE1/4 SW1/4 SEC 19 BEING S 33 FT OF E 454 FT OF SD 1/4 1/4 ALSO 66 FT WIDE STRIP LYG 33 FT ON EITHER SIDE OF FOLL DESC CL: COM S1/4 COR SD SEC 19 TH S 89 DEG 40 MIN W ALG S LN SD SW1/4 454 FT TO POB OF CL TH N 3 DEG 40 MIN W 303 FT TO TERMINATION OF SD CL
016-0915-1934-002	CHRISTOPHE J COUGHLIN KRISTIE D COUGHLIN	W7376 WELSH RD WATERTOWN, WI 53098	N901 WELSH RD	SE1/4 SW1/4 SEC 19 EX THAT PT SD 1/4 1/4 AS DESC IN V867 P921
016-0915-1941-000	COUGHLIN LIVING TRUST	N1096 WELSH RD WATERTOWN, WI 53098	N897 WELSH RD N1096 WELSH RD	NE1/4 SE1/4 SEC 19
016-0915-1942-000	JAMES R COUGHLIN HELEN M COUGHLIN	N1015 WELSH RD WATERTOWN, WI 53098	N1015 WELSH RD	NW1/4 SE1/4 SEC 19
016-0915-1943-000	EUGENE P COUGHLIN	N901 WELSH RD WATERTOWN, WI 53098		W1/2 OF SW1/4 SE1/4 SEC 19
016-0915-1943-001	GERALD L COUGHLIN TRUST	N919 WELSH RD WATERTOWN, WI 53098		E1/2 OF SW1/4 SE1/4 SEC 19 EX HWY DESC IN DOC# 1114372
016-0915-1944-000	BONNIE R COUGHLIN TRUST COUGHLIN LIVING TRUST	N1096 WELSH RD WATERTOWN, WI 53098	N919 WELSH RD	N1/2 OF SE1/4 SE1/4 SEC 19
016-0915-1944-001	EUGENE P COUGHLIN VICTORIA COUGHLIN	N901 WELSH RD WATERTOWN, WI 53098		S1/2 OF SE1/4 SE1/4 SEC 19 EX HWY DESC IN DOC# 1119708
016-0915-2011-000	JEFFREY C SCHOECHERT BETTY J SCHOECHERT	N1086 COUNTY ROAD L WATERTOWN, WI 53098		N1/2 OF NE1/4 SEC 20 EX N 10 AC LYG W OF CL STH 26 EX HWY DESC IN V589 P492 EX THAT PT LYG WLY OF STH 26 AS DESC IN V683 P313 EX HWY DESC IN DOC# 1115195
016-0915-2011-002	STATE OF WISCONSIN DOT	2101 WRIGHT ST MADISON, WI 53704-2583	N1233 COUNTY ROAD L	LOT 2 CSM 3831 IN V23 P172 BEING PT NE1/4 SEC 20 EX THAT PT BEING PT OF ROW PER TPP# 1390-04-24-4.06
016-0915-2011-003	STATE OF WISCONSIN DOT	2101 WRIGHT ST MADISON, WI 53704-2583		THAT PT LOT 1 CSM 3831 IN V23 P172 BEING PT NE1/4 NE1/4 SEC 20 DESC IN DOC# 1123192 (PARC 3 REMNANT 3 ON PAGE 32) CORRECTED IN DOC# 1124929
016-0915-2012-000	L & N M ENTERPRISES LLC	N68 W35460 COUNTY ROAD K OCONOMOWOC, WI 53066	COUNTY ROAD Q	LOT 1 CSM 3428 IN V20 P209 BEING PT NW1/4 NE1/4 & PT NE1/4 NE1/4 SEC 20 EX HWY DESC IN DOC# 1113070 EX THAT PT SHOWN AS "REMAINING 1.17 AC" ON TPP 1390-04-24-4.06
016-0915-2012-001	L & N M ENTERPRISES LLC	N68 W35460 COUNTY ROAD K OCONOMOWOC, WI 53066		LOT 1 CSM 3831 IN V23 P172 BEING PT NE1/4 NE1/4 & PT NW1/4 NE1/4 SEC 20 EX HWY & UNPLATTED LANDS DESC IN DOC# 1123192 (CORRECTED IN DOC# 1124929)
016-0915-2012-002	L & N M ENTERPRISES LLC	N68 W35460 COUNTY ROAD K OCONOMOWOC, WI 53066	COUNTY ROAD Q	LOT 1 CSM 3428 IN V20 P209 BEING PT NW1/4 NE1/4 & PT NE1/4 NE1/4 SEC 20 EX HWY DESC IN DOC# 1113070 EX THAT PT SHOWN AS "REMAINING 3.76 AC" ON TPP 1390-04-24-4.06
016-0915-2013-000	GARY L SCHMIDT BETHEL A SCHMIDT	N1131 COUNTY ROAD L WATERTOWN, WI 53098	N1131 COUNTY ROAD L	SW1/4 NE1/4 SEC 20 EX E 260 FT OF S 125 FT ALSO THAT PT OF SE1/4 NE1/4 SEC 20 LYG W HWY DESC IN V588 P347 EX HWY EX HWY IN SD V588 P347 EX HWY DESC IN DOC# 1123808 EX THAT PT LYG W OF SD DOC# 1123808
016-0915-2013-001	THOMAS L BRUMM JOANN C BRUMM	W6960 KILN DR WATERTOWN, WI 53098	W6960 KILN DR	E 260 FT OF S 125 FT OF SW1/4 NE1/4 SEC 20 EX 0.04 AC HWY DESC IN V590 P665



RESTATED INTERMUNICIPAL COOPERATION AGREEMENT BETWEEN THE CITY OF WATERTOWN AND THE TOWN OF EMMET  
ALL LANDS BEING PART OF SECTIONS 19, 20, 21, 27, 28, 29, 30 AND 31 IN TOWN 9 NORTH, RANGE 15 EAST, DODGE COUNTY, STATE OF WISCONSIN

PARCEL NO.	OWNER	MAILING ADDRESS	PROPERTY ADDRESS	LEGAL DESCRIPTION (FROM TAX BILL)
016-0915-2014-000	GARY L SCHMIDT	N1131 COUNTY ROAD L WATERTOWN, WI 53098		SE1/4 NE1/4 SEC 20 EX THAT PT LYG W OF CL STH 16-26 EX HWY DESC IN V588 P347
016-0915-2021-001	BETHEL A SCHMIDT GARY L SCHMIDT BETHEL A SCHMIDT	N1131 COUNTY ROAD L WATERTOWN, WI 53099		S1/2 OF NE1/4 NW1/4 & N1/2 OF SE1/4 NW1/4 SEC 20 ALSO THAT PT SW1/4 NE1/4 SEC 20 LYG W OF HWY DESC IN DOC# 1123808
016-0915-2021-002	STEVEN J HUFF MICHELLE I HUFF	W7105 COUNTY ROAD Q WATERTOWN, WI 53098	W7105 COUNTY ROAD Q	LOT 1 CSM 3830 IN V23 P170 BEING PT NE1/4 NW1/4 SEC 20 ALSO PT OF LOT 2 CSM 5327 AS DESC IN DOC# 994673 BEING PT SD 1/4 1/4
016-0915-2022-001	EDWARD R SCHMIDT JOANNE E SCHMIDT	W7217 COUNTY ROAD Q WATERTOWN, WI 53098	W7217 COUNTY ROAD Q	LOT 1 CSM 5182 IN V33 P263 BEING PT NW1/4 NW1/4 SEC 20 ALSO THAT PT LOT 2 CSM 5327 IN V35 P28 AS DESC IN DOC# 1032755 BEING PT SD 1/4 1/4
016-0915-2022-002	DENNIS C LOOMIS TRUST JOAN E LOOMIS TRUST	W7215 COUNTY ROAD Q WATERTOWN, WI 53098	W7215 COUNTY ROAD Q	LOT 2 CSM 5182 IN V33 P263 BEING PT NW1/4 NW1/4 SEC 20
016-0915-2022-003	MICHAEL C ACHESON CHRISTINE M ACHESON	W7199 COUNTY ROAD Q WATERTOWN, WI 53098	W7199 COUNTY ROAD Q	LOT 3 CSM 5182 IN V33 P263 BEING PT NW1/4 NW1/4 SEC 20
016-0915-2022-004	JEFFREY D KOVNESKY	W7137 COUNTY ROAD Q WATERTOWN, WI 53098	W7137 COUNTY ROAD Q W7139 COUNTY ROAD Q	LOT 1 CSM 5327 IN V35 P28 BEING PT NE1/4 NW1/4 & PT NW1/4 NW1/4 SEC 20
016-0915-2023-001	MICHAEL R WALTER TRUST SARAH S WALTER TRUST	W5340 FRENCH RD JOHNSON CREEK, WI 53038	COUNTY ROAD Q	LOT 2 CSM 5327 IN V35 P28 BEING PT NE1/4 NW1/4, PT NW1/4 NW1/4 & PT SW1/4 NW1/4 SEC 20 EX THAT PT DESC IN DOC# 994673 EX THAT PT DESC IN DOC# 1032755
016-0915-2024-000	CHARLES L BRUMM	W7076 KILN DR WATERTOWN, WI 53098	W7076 KILN DR	S1/2 OF SE1/4 NW1/4 SEC 20
016-0915-2031-001	ARTHUR J LENIUS	N1085 COUNTY ROAD L WATERTOWN, WI 53098-4318		THAT PT PARC DESC IN DOC# 1132416 LYG IN NE1/4 SW1/4 SEC 20 BEING PARC 18 LANDLOCKED - 2 (BEING PT LOT 3 CSM 4618 IN V29 P207) ALSO THAT PT LOT 2 CSM 1323 IN V9
016-0915-2032-000	CHARLES L BRUMM	W7076 KILN DR WATERTOWN, WI 53098		NE1/4 OF NW1/4 SW1/4 SEC 20
016-0915-2032-001	ARTHUR P MELCHER KAREN MELCHER	N778 KADDATZ DR WATERTOWN, WI 53098		W1/2 OF N1/2 OF NW1/4 SW1/4 SEC 20 ALSO THAT PT SE1/4 NE1/4 SEC 19 & SW1/4 NW1/4 SEC 20 COM 20 FT N OF SE COR SEC 19 TH W 907.5 FT TH S 20 FT // TO E LN TH E 940.5 FT ON S LN INTO SEC 20 TH NW TO POB
016-0915-2033-000	BIL JEAN TRUST	N1566 STATE ROAD 26 WATERTOWN, WI 53098		LOT 2 CSM 1323 IN V9 P192 BEING PT N1/2 SW1/4, SW1/4 SW1/4 & NW1/4 SE1/4 SEC 20 EX THAT PT DESC IN DOC# 1103757 EX HWY DESC IN DOC# 1132856 EX PARCELS DESC IN
016-0915-2034-000	HARVEY A ZIEMER JEAN ZIEMER	W7018 PROVIMI RD WATERTOWN, WI 53098		THAT PT PARC DESC IN V551 P276 LYG IN SE1/4 SW1/4 & SW1/4 SE1/4 SEC 20 EX HWY DESC IN DOC# 1132520 (SD EX INCLUDING THAT PT SD SE1/4 SW1/4 BEING PARC 08 LANDLOCKED - 3)
016-0915-2034-001	ARTHUR J LENIUS	N1085 COUNTY ROAD L WATERTOWN, WI 53098-4318		THAT PT PARC DESC IN DOC# 1132520 LYG IN SE1/4 SW1/4 SEC 20 BEING PARC 08 LANDLOCKED - 3
016-0915-2041-000	JEFFREY C SCHOECHERT BETTY J SCHOECHERT	N1086 COUNTY ROAD L WATERTOWN, WI 53098		NE1/4 SE1/4 SEC 20 EX W 483.78 FT OF N 990 FT SD 1/4 1/4 EX W 233 FT OF S 140 FT OF N 1130 FT SD 1/4 1/4 EX CSM 3561 IN V21 P183 EX 0.18 AC HWY DESC IN V589 P967

RESTATED INTERMUNICIPAL COOPERATION AGREEMENT BETWEEN THE CITY OF WATERTOWN AND THE TOWN OF EMMET

PARCEL NO.	OWNER	MAILING ADDRESS	PROPERTY ADDRESS	LEGAL DESCRIPTION (FROM TAX BILL)
016-0915-2041-001	STEVEN H ZABOREK ROSE L ZABOREK	N1016 COUNTY ROAD L WATERTOWN, WI 53098	N1016 COUNTY ROAD L WATERTOWN	PT NE1/4 OF SE1/4 SEC 20 COM AT A PT WHERE CL USH 16 & STH 26 INTR N LN SE1/4 TH S ALG CL 990 FT TO POB TH E 233 FT TH S 140 FT TH W 233 FT TH N ALG SD CL 140 FT TO POB EX 0.14 ACRE HWY DESC IN V586 P720
016-0915-2041-002	STEVEN H ZABOREK ROSE L ZABOREK	N1016 COUNTY ROAD L WATERTOWN, WI 53099	N1016 COUNTY ROAD L WATERTOWN, WI 53099	LOT 1 CSM 3561 IN V21 P183 BEING PT NE1/4 SE1/4 SEC 20
016-0915-2041-003	BETTY J SCHOECHERT	N1088 COUNTY ROAD L WATERTOWN, WI 53098	N1088 COUNTY ROAD L WATERTOWN, WI 53098	LOT 1 CSM 2335 IN V14 P263 BEING PT NE1/4 SE1/4 SEC 20
016-0915-2041-004	THOMAS A ZIMMERMAN	N1022 COUNTY ROAD L WATERTOWN, WI 53098	N1022 COUNTY ROAD L WATERTOWN, WI 53098	PT NE1/4 OF SE1/4 SEC 20 COM E1/4 COR SD SEC TH S 89 DEG 04 MIN W 849.15 FT TH S 0 DEG 50 MIN E 775 FT TO POB TH S 0 DEG 50 MIN E 215 FT TH S 88 DEG 35 MIN W 483.78 FT TH N 1 DEG 11 MIN W 215 FT TH N 88 DEG 35 MIN E 485.04 FT TO POB EX 0.23 ACRE HWY DESC IN V586 P727
016-0915-2041-005	JEFFREY C SCHOECHERT BETTY J SCHOECHERT	N1086 COUNTY ROAD L WATERTOWN, WI 53098	N1086 COUNTY ROAD L WATERTOWN, WI 53098	LOT 2 OF CSM 2335 IN V14 P263 BEING PT NE1/4 SE1/4 SEC 20
016-0915-2042-000	ARTHUR J LENIUS	N1085 COUNTY ROAD L WATERTOWN, WI 53098-4318	N1085 COUNTY ROAD L WATERTOWN, WI 53098-4318	LOT 1 CSM 4618 IN V29 P207 BEING PT NW1/4 SE1/4 SEC 20 EX HWY DESC IN DOC# 1132416
016-0915-2042-001	ARTHUR J LENIUS	N1085 COUNTY ROAD L WATERTOWN, WI 53098-4318	N1085 COUNTY ROAD L WATERTOWN, WI 53098-4318	LOT 2 CSM 4618 IN V29 P207 BEING PT NW1/4 SE1/4 SEC 20 ALSO THAT PT LOT 2 CSM 1323 IN V9 P192 AS DESC IN DOC# 1103757
016-0915-2042-002	ARTHUR J LENIUS	N1085 COUNTY ROAD L WATERTOWN, WI 53098-4318	N1085 COUNTY ROAD L WATERTOWN, WI 53098-4318	LOT 3 CSM 4618 IN V29 P207 BEING PT NE1/4 SW1/4 & PT NW1/4 SE1/4 SEC 20 EX HWY DESC IN DOC# 1132416 (SD EX INCLUDING THAT PT SD LOT 3 BEING PARC 18 LANDLOCKED - 1 & PARC 18 LANDLOCKED - 2) THAT PT PARC DESC IN DOC# 1132416 LYG IN NE1/4 SW1/4 & NW1/4 SE1/4 SEC 20 BEING PARC 18 LANDLOCKED - 1
016-0915-2042-003	ARTHUR J LENIUS	N1085 COUNTY ROAD L WATERTOWN, WI 53098-4318	N1085 COUNTY ROAD L WATERTOWN, WI 53098-4318	PARC A AS DESC DOC# 1166759 & BEING THAT PT OF LOT 2 CSM 1323 IN V9 P192 LYG E OF STH 26 ROW EX THAT PT DESC IN DOC# 1132856 & BEING PT NE1/4 SW1/4 & PT NW1/4 SE1/4 SEC 20
016-0915-2043-000	SILVER CREEK PROPERTIES	PO BOX 414 WATERTOWN, WI 53094	N901 COUNTY ROAD L N935 COUNTY ROAD L	THAT PT PARCEL 2 AS DESC IN V1088 P828 LYG IN SW1/4 SE1/4 SEC 20 EX HWY DESC IN DOC# 1118382
016-0915-2044-000	JEFFREY C SCHOECHERT BETTY J SCHOECHERT	N1086 COUNTY ROAD L WATERTOWN, WI 53098	W6874 SILVER CREEK RD W6904 SILVER CREEK RD	SE1/4 SE1/4 SEC 20 EX 1.29 AC HWY DESC IN V589 P967
016-0915-2112-000	JOHN W STARK PATRICIA A STARK	N1264 N SECOND ST RD WATERTOWN, WI 53098	N1264 N SECOND ST RD WATERTOWN, WI 53098	PART OF NW1/4 NE1/4 SEC 21
016-0915-2113-000	JOHN W STARK PATRICIA A STARK	N1264 N SECOND ST RD WATERTOWN, WI 53099	N1264 N SECOND ST RD WATERTOWN, WI 53099	PART OF SW1/4 NE1/4 SEC 21 EX CSM V1 P329
016-0915-2113-001	TERRY J GRINWALD LYNN S GRINWALD	N1107 SECOND STREET RD WATERTOWN, WI 53098	N1107 SECOND STREET RD WATERTOWN, WI 53098	LOT 1 CSM 4353 IN V27 P193 BEING PT SW1/4 NE1/4 SEC 21
016-0915-2121-000	CONDON-ZUEHLKE HOLDINGS LLC	W6849 HORN RD WATERTOWN, WI 53098	W6849 HORN RD WATERTOWN, WI 53098	THAT PT N1/2 OF N1/2 OF NW1/4 SEC 21 LYG E OF RR ROW
016-0915-2121-001	CONDON-ZUEHLKE HOLDINGS LLC	W6849 HORN RD WATERTOWN, WI 53099	W6849 HORN RD WATERTOWN, WI 53099	S1/2 OF NE1/4 NW1/4 SEC 21
016-0915-2122-000	LINCK AGGREGATES INC	PO BOX 757 BEAVER DAM, WI 53916	W6822 HORN RD	ALL THAT PT N1/2 N1/2 NW1/4 SEC 21 LYG W OF RR ROW ALSO COM 660 FT S OF NW COR SD SEC TH S 63.75 FT TH E 717.5 FT TH NLY ALG W RR ROW LN 63.75 FT TH W TO POB

RESTATED INTERMUNICIPAL COOPERATION AGREEMENT BETWEEN THE CITY OF WATERTOWN AND THE TOWN OF EMMET  
ALL LANDS BEING PART OF SECTIONS 19, 20, 21, 27, 28, 29, 30 AND 31 IN TOWN 9 NORTH, RANGE 15 EAST, DODGE COUNTY, STATE OF WISCONSIN

PARCEL NO.	OWNER	MAILING ADDRESS	PROPERTY ADDRESS	LEGAL DESCRIPTION (FROM TAX BILL)
016-0915-2122-001	CONDON-ZUEHLKE HOLDINGS LLC	W6849 HORN RD WATERTOWN, WI 53099		DOC# 1193212 IN ERROR S1/2 NW1/4 NW1/4 SEC 21 EX COM 660 FT S OF NW COR TH S 63.75 FT E 711.8 FT TO W LN RR NLY ALG SD W LN 64.4 FT W 720.7 FT TO POB ALSO EX RR
016-0915-2122-002	UNION PACIFIC RAILROAD COMPANY	1416 DODGE ST OMAHA, NE 68179		RR ROW IN SEC 21
016-0915-2123-000	CONDON-ZUEHLKE HOLDINGS LLC	W6849 HORN RD WATERTOWN, WI 53099	W6849 HORN RD	SW1/4 NW1/4 SEC 21 EX RR ROW
016-0915-2124-000	CONDON-ZUEHLKE HOLDINGS LLC	W6849 HORN RD WATERTOWN, WI 53100		SE1/4 NW1/4 SEC 21
016-0915-2132-000	JEFFREY C SCHOECHERT BETTY J SCHOECHERT	N1086 COUNTY ROAD L WATERTOWN, WI 53098	W6850 SILVER CREEK RD	THAT PT OF W1/2 OF SW1/4 SEC 21 LYG W OF RR ROW
016-0915-2733-004	G F P LLC	500 N COMMERCIAL ST NEENAH, WI 54956	N552 BOULDER RD N574 BOULDER RD	THAT PT OF SW 1/4 SW 1/4 SEC 27 LYG S OF USH 16
016-0915-2831-007	JEAN LIEBHART ROBERT BRASCH	N578 SECOND STREET RD WATERTOWN, WI 53098		THAT PT LOTS 1 & 2 BLK 1 WERLICH'S THIRD ADD LYG S OF SLY ROW STH 16 EX THAT PT PARC DESC IN V919 P132 LYG IN SD LOT 1
016-0915-2834-000	JEAN LIEBHART ROBERT BRASCH	N578 SECOND STREET RD WATERTOWN, WI 53098	N590 WATER ST	LOT 1 BLK 2 G WERLICH'S THIRD ADD EX W 200 FT OF S 90 FT OF SD LOT 1 EX THAT PT PARC DESC IN V919 P132 LYG IN SD LOT 1
016-0915-2834-001	HERBERT W TOEBE C/O LAURIE STEGER PC N2256 FOREST RUN	OCONOMOWOC, WI 53066		W 1/2 LOT 2 BLK 2 WERLICH'S 3RD ADD
016-0915-2834-002	JEAN LIEBHART	N578 SECOND STREET RD WATERTOWN, WI 53098		E1/2 LOT 2 BLK 2 WERLICH'S 3RD ADD EX 0.10 AC HWY DESC
016-0915-2834-003	JEAN LIEBHART	N578 SECOND STREET RD WATERTOWN, WI 53098		IN V312 P435 THAT PT LOT 3 BLK 2 WERLICH'S 3RD ADD LYG SLY OF USH 16
016-0915-2834-004	DONALD M NEHLS LE BEATRICE A NEHLS LE MICHAEL L NEHLS PATRICIA A GOLDEN	1538 N 2ND ST WATERTOWN, WI 53098		PT OF SE1/4 SW1/4 SEC 28 COM SE COR TH N ON 1/4 LN 595.98 FT TH W // TO S LN 244.2 FT TH S TO SEC LN 595.98 FT TH
016-0915-2834-005	CITY OF WATERTOWN	106 JONES ST PO BOX 477 WATERTOWN, WI 53094-0477		E ALG SEC LN TO POB ALSO A PARC 12 FT SQUARE IN SW COR OF SE1/4 SEC 28 PT LOT 1 BLK 1 & PT LOT 1 BLK 2 G WERLICH'S 3RD ADD COM SW COR SD LOT 1 BLK 2 TH N 90 FT TO POB TH CONT N 426 FT M/L ALG E ROW LN NORTH WATER ST TO SLY ROW LN USH 16 TH N 49DEG 58MIN E 43 FT M/L ALG ROW LN USH 16 TH S1DEG 8MIN W 454 FT M/L TH N 89DEG 22MIN W 24 FT M/L TO POB EX THAT PT BEING ROW OF RHINE ST
016-0915-2843-000	JEAN K LIEBHART	N578 SECOND STREET RD WATERTOWN, WI 53098	N578 SECOND STREET RD	N1/2 OF BLK 11 SCHNASSE & BONNER'S ADD (VAC PER 1860 COURT ORDER) EX S 130 FT OF W 190 FT (DESC IN V305 P508)
016-0915-2843-001	JEAN K LIEBHART	N578 SECOND STREET RD WATERTOWN, WI 53098	N578 SECOND STREET RD	THAT PT LOTS 3 & 4 BLK 11 SCHNASSE & BONNER'S ADD (VAC PER 1860 COURT ORDER) AS DESC IN V305 P508
016-0915-2843-002	MICHAEL J PETERS	1513 COUNTRY CLUB LN WATERTOWN, WI 53098	N552 SECOND STREET RD	S1/2 BLK 11 SCHNASSE & BONNER'S ADD (VAC PER 1860 COURT ORDER) EX COM SW COR LOT 7 TH N 95 FT TH E 155 FT TH S 95 FT TH W 155 FT TO POB

RESTATED INTERMUNICIPAL COOPERATION AGREEMENT BETWEEN THE CITY OF WATERTOWN AND THE TOWN OF EMMET  
ALL LANDS BEING PART OF SECTIONS 19, 20, 21, 27, 28, 29, 30 AND 31 IN TOWN 9 NORTH, RANGE 15 EAST, DODGE COUNTY, STATE OF WISCONSIN

PARCEL NO.	OWNER	MAILING ADDRESS	PROPERTY ADDRESS	LEGAL DESCRIPTION (FROM TAX BILL)
016-0915-2843-003	RICHARD J SEEBER LE RUTH I SEEBER LE SUSAN R BLASING CHRISTINE A WENDORF MICHAEL R SEEBER WILLIAM LIEBHART	N548 SECOND STREET RD WATERTOWN, WI 53098	N548 SECOND STREET RD	PT LOT 7 BLK 11 SCHNASSE & BONNER'S ADD (VAC PER 1860 COURT ORDER) COM SW COR LOT 7 TH N 95 FT TH E 155 FT TH S 95 FT TH W 155 FT ALG S LN LOT 7 TO POB
016-0915-2843-004		1115 S THIRD ST WATERTOWN, WI 53094		THAT PT OF SE1/4 SW1/4 & SW1/4 SE1/4 SEC 28 (BEING PT LOTS 5 & 7 & ALL OF LOT 6 BLK 3 SCHNASSE & BONNER'S VAC PER 1860 COURT ORDER) COM CEN SECOND ST 830.28 FT N FROM S LN SEC 28 TH W 551.10 FT TO A DITCH TH N 8DEG E ALG DITCH 237.60 FT TH E 544.50 FT TO CL SECOND ST TH S 7DEG W ALG CL 237.60 FT TO POB
016-0915-2843-006	HERBERT W TOEBE C/O LAURIE STEGER POA	N2256 FOREST RUN OCONOMOWOC, WI 53066	N544 SECOND STREET RD	PT OF SW1/4 SE1/4 SEC 28 COM CL SECOND ST 5621 FT N OF S LN SEC 28 TH E 750.42 FT TH S 165 FT TH W 750.42 FT TH N 165 FT TO POB
016-0915-2843-007	JUDITH L DRAEGER	1120 SCHILLER ST WATERTOWN, WI 53098		PT LOT 6 BLK 13 SCHNASSE & BONNER'S ADD COM INTR CL PROSPECT ST & S LN SEC 28 TH N 211.2 FT TH W 693 FT TO POB TH N TO N LN SD BLK 13 TH E TO NW COR LOT 1 SD BLK
016-0915-2843-008	HADY ELECTRIC INC	PO BOX 580 WATERTOWN, WI 53094-0580	SECOND STREET RD	13 TH S TO SW COR LOT 3 SD BLK 13 TH W 165 FT TO POB (ORIGINALLY DESC AS PT OF V229 P524)
016-0915-2844-003	ROBERT E EVANS CAROLA EVANS	1530 CENTER ST WATERTOWN, WI 53098	1530 CENTER ST	LOT 1 CSM 5653 IN V37 P160 BEING PT SW1/4 SE1/4 & PT SE1/4 SW1/4 SEC 28
016-0915-2844-005	JUDITH L DRAEGER	1120 SCHILLER ST WATERTOWN, WI 53098		LOT 8 BLK 8 SCHNASSE & BONNER'S ADD EX N 154.98 FT EX HWY DESC IN V312 P543 EX HWY DESC IN V520 P949 LOTS 13 & 14 & THAT PT OF LOTS 6, 7, 8, 11 & 12 BLK 10 SCHNASSE & BONNER'S ADD LYG SLY OF USH 16 (ORIGINALLY
016-0915-2844-006	JUDITH L DRAEGER	1120 SCHILLER ST WATERTOWN, WI 53098	1528 PROSPECT ST	DESC AS PT OF V229 P524 - SLY ROW AS DESC IN V312/547) LOTS 1, 2 & 3 BLK 13 SCHNASSE & BONNER'S ADD EX S 90 FT OF E 265 FT OF SD LOT 3 (ORIGINALLY DESC AS PT OF V229 P524 - S 90 FT OF E 265 FT AS DESC IN V302 P401 & V386 P179)
016-0915-2844-007	CAROL J KOHLHOFF	1526 PROSPECT ST WATERTOWN, WI 53098	1526 PROSPECT ST	THAT PT SE1/4 SE1/4 SEC 28 AS DESC IN V302 P401 ALSO THAT PT SD 1/4 1/4 AS DESC IN V386 P179
016-0915-2844-008	TERRENCE J MCKEE CHRISTINE M MCKEE	1524 CENTER ST WATERTOWN, WI 53094	1524 CENTER ST	PARC C IN CSM V1 P195 BEING PT OF LOTS 1, 2 & 3 & PT GERMANIA ST EX E 20 FT FOR RELOCATED CTH M SCHNASSE & BONNER'S ADD
016-0915-2844-009	ERALD R EBERT MARY R EBERT	1533 PROSPECT ST WATERTOWN, WI 53098	1533 PROSPECT ST	PARC A OF CSM V1 P195 BEING PT LOT 7 BLK 9 & PT LOT 1 BLK 14 SCHNASSE & BONNER'S ADD & PT VAC GERMANIA ST
016-0915-2844-010	CALVIN C KOHLHOFF	1529 PROSPECT ST WATERTOWN, WI 53098	1529 PROSPECT ST	PARC B IN CSM V1 P195 BEING PT LOTS 1 & 2 BLK 14 SCHNASSE & BONNER'S ADD
016-0915-2844-011	NIKOLAUS RICHARDS ALICIA I RICHARDS	1527 PROSPECT ST WATERTOWN, WI 53098	1527 PROSPECT ST	PT LOTS 2 & 3 BLK 14 SCHNASSE & BONNER'S ADD COM SE COR SEC 28 TH S 87DEG 20MIN W 835.66 FT TO E LN PROSPECT ST TH N 4DEG 33MIN 10SEC W 278.75 FT TO POB TH N 4DEG 33MIN 10SEC W 75.08 FT TH N 87DEG 20MIN E 187.51 FT TH S 3DEG 59MIN E 75 FT TH S 87DEG 20MIN W 186.76 FT TO POB

RESTATED INTERMUNICIPAL COOPERATION AGREEMENT BETWEEN THE CITY OF WATERTOWN AND THE TOWN OF EMMET  
ALL LANDS BEING PART OF SECTIONS 19, 20, 21, 27, 28, 29, 30 AND 31 IN TOWN 9 NORTH, RANGE 15 EAST, DODGE COUNTY, STATE OF WISCONSIN

PARCEL NO.	OWNER	MAILING ADDRESS	PROPERTY ADDRESS	LEGAL DESCRIPTION (FROM TAX BILL)
016-0915-2844-012	ROLF C THORNQUIST SANDRA J THORNQUIST	1523 PROSPECT ST WATERTOWN, WI 53098	1523 PROSPECT ST	PART OF CSM V1 P195 EX E 170.04 FT THEREOF ALL BEING PART OF LOTS 3 & 4 BLK 14 SCHNASSE & BONNER'S ADD
016-0915-2844-013	LLEWELLYN DANIELS	306 S WASHINGTON ST WATERTOWN, WI 53094	1522 CENTER ST	PT OF LOTS 3 & 4 BLK 14 SCHNASSE & BONNER'S ADD COM INT S LN SD LOT 4 & W LN CENTER ST TH S 87DEG 20MIN W ALG S LN SD LOT 4 170.04 FT TH N 4DEG 33MIN 10SEC W 200 FT TH N 87DEG 20MIN E 170.04 FT TH S 4DEG 33MIN 10SEC E ALG W LN CENTER ST 200 FT TO POB EX 0.08 AC HWY DESC IN V515 P714
016-0915-2844-014	EDWIN NILSEN MARY J NILSEN	1519 PROSPECT ST WATERTOWN, WI 53094	1519 PROSPECT ST	PT LOT 5 BLK 14 SCHNASSE & BONNER'S ADD BEG SW COR TH N TO NW COR TH E ALG N LOT LN 160.01 FT TH SLY TO A PT ON S LOT LN 164.9 FT E OF BEG TH W TO POB (PART OF HOUSE IS LOCATED IN THE CITY OF WATERTOWN AND THE BALANCE OF THE HOUSE IS LOCATED IN THE TOWN OF EMMET)
016-0915-2844-015	WILLIAM F TESSMANN LE RAYMOND H TESSMANN 1/3 INT ROXANNE R BRUNK 1/3 INT ROBERT W TESSMANN 1/3 INT	1518 CENTER ST WATERTOWN, WI 53098	1518 CENTER ST	PT LOT 5 BLK 14 SCHNASSE & BONNER'S ADD COM SE COR LOT 5 TH S 87DEG 20MIN W 192.16 FT TH N 6DEG 38MIN W 105.82 FT TH N 87DEG 20MIN E 197.05 FT TH S 3DEG 59MIN E 105.60 FT TO POB EX 0.02 ACRE HWY DESC IN V516 P464 (REMAINDER OF PARCEL LOCATED IN THE CITY OF WATERTOWN)
016-0915-2844-017	DEBRA J EBERT	1527 BOULDER RD WATERTOWN, WI 53098	1527 BOULDER RD	CSM 2501 IN ERROR PARC 1 OF CSM V4 P100 BEING PT SE1/4 SE1/4 SEC 28 ALSO THAT PT LOT 1 CSM 2501 IN V15 P149 AS DESC IN DOC# 1054548
016-0915-2844-018	WARREN J HALBRADER SHEILA D HALBRADER	1537 BOULDER RD WATERTOWN, WI 53098	1537 BOULDER RD	PT SE1/4 SE1/4 SEC 28 COM SE COR SD SEC TH N 219.50 FT TH S 79DEG 56MIN W 173.21 FT TO POB TH S 79DEG 56MIN W 90 FT TH N 11DEG W 55 FT TH N 41 DEG 41MIN E 96.49 FT TH N 85 DEG 53MIN E 30.71 FT TH S 9 DEG 51MIN E 73.56 FT TH S
016-0915-2844-019	DODGE COUNTY	127 E OAK ST JUNEAU, WI 53039	1545 BOULDER RD	PT SE1/4 SE1/4 SEC 28 COM 270.34 FT N OF SE COR TH CONT N 29.13 FT TH N 64DEG 13MIN W 29.75 FT TH S 85DEG 53MIN W 120.54 FT TH S 11DEG E 57.21 FT TH N 80DEG 31MIN E 137.99 FT TO POB
016-0915-2844-020	JESSICA J WILSON	1549 BOULDER RD WATERTOWN, WI 53098	1549 BOULDER RD	PT SE1/4 SE1/4 SEC 28 BEG 219.5 FT N OF SE COR TH S 79DEG 56MIN W 173.21 FT TH N 9DEG 51MIN W 38 FT TH N 79DEG 56MIN E 15 FT TH N 9DEG 51MIN W 73.56 FT TH N 85DEG 53MIN E 27.91 FT TH S 11DEG E 57.21 FT TH N 80DEG 31MIN E 137.99 FT TH S 50.84 FT TO POB
016-0915-2844-021	JESSICA J WILSON	1549 BOULDER RD WATERTOWN, WI 53098		CSM IN ERROR LOT 2 CSM 2501 IN V15 P149 BEING PT SE1/4 SE1/4 SEC 28
016-0915-2911-000	J&S PROPERTIES LLC	W6911 SILVER CREEK RD WATERTOWN, WI 53098	N886 COUNTY ROAD L	PT NE1/4 NE1/4 SEC 29 COM NE COR SD SEC TH S 88DEG 30MIN W 1125.6 FT TO POB TH S 4DEG E 400 FT TH S 88DEG 30MIN W 230 FT TH N 4DEG W 400 FT TH N 88DEG 30MIN E 230 FT TO POB EX PARC DESC IN V329 P542 EX 0.39 AC HWY DESC IN V593 P201
016-0915-2911-001	DIVERSIFIED UNLIMITED LLC	W6911 SILVER CREEK RD WATERTOWN, WI 53098	N876 COUNTY ROAD L	PT NE1/4 NE1/4 SEC 29 COM NE COR SD SEC TH S 88DEG 30MIN W 1125.6 FT TH S 4DEG E 300 FT TO POB TH S 4DEG E 150 FT TH S 88DEG 30MIN W 230 FT TO CL USH 16 TH N 4DEG W ALG SD CL 150 FT TH N 88DEG 30MIN E 230 FT TO POB EX 0.15 ACRE HWY DESC IN V589 P29

RESTATED INTERMUNICIPAL COOPERATION AGREEMENT BETWEEN THE CITY OF WATERTOWN AND THE TOWN OF EMMET  
ALL LANDS BEING PART OF SECTIONS 19, 20, 21, 27, 28, 29, 30 AND 31 IN TOWN 9 NORTH, RANGE 15 EAST, DODGE COUNTY, STATE OF WISCONSIN

PARCEL NO.	OWNER	MAILING ADDRESS	PROPERTY ADDRESS	LEGAL DESCRIPTION (FROM TAX BILL)
016-0915-2911-002	J&S PROPERTIES LLC	W6911 SILVER CREEK RD WATERTOWN, WI 53099	W6911 SILVER CREEK RD	LOT 1 & PT OF LOT 2 CSM 2352 IN V14 P294 AS DESC IN DOC# 1190545
016-0915-2911-003	DIVERSIFIED UNLIMITED LLC	W6911 SILVER CREEK RD WATERTOWN, WI 53100	N864 COUNTY ROAD L	CSM 96 IN V5 P137 BEING PT NE1/4 NE1/4 SEC 29 EX 0.51 AC HWY DESC IN V592 P633
016-0915-2911-004	RUSSEL C CLYDE 1/4 INT JT GAYE-LYNN CLYDE 1/4 INT JT DOUGLAS A SMITH 1/4 INT HW JEAN A SMITH 1/4 INT HW RONALD J FISH 1/4 INT HW	W36052691 SCUPPERNONG DR DOUSMAN, WI 53118		LOT 2 OF CSM 2352 V14 P294 BEING PT NW1/4 NW1/4 SEC 28 & PT NE1/4 NE1/4 SEC 29 EX COM NWLY COR LOT 2 TH S 6 DEG 40MIN E 285 FT TH N 88 DEG 16 MIN 08 SEC E 80.30 FT TH N 6 DEG 40MIN W 285 FT TH S 88 DEG 16MIN 08 SEC W 80.30 FT
016-0915-2912-000	SILVER CREEK PROPERTIES LLC	PO BOX 414 WATERTOWN, WI 53094		TO POB PARC 1 AS DESC IN V1088 P828 BEING PT N1/2 OF NW1/4 NE1/4 SEC 29 ALSO THAT PT PARC 2 AS DESC IN SD V1088 P828 LYG IN SD 1/4 1/4 EX HWY DESC IN DOC# 118382
016-0915-2912-001	DAVID A STAUDE	N805 COUNTY ROAD L WATERTOWN, WI 53098	N805 COUNTY ROAD L	S1/2 OF NW1/4 NE1/4 SEC 29 EX E 225 FT OF N 510 FT EX 0.16 AC HWY DESC IN V585 P348
016-0915-2912-002	THOMAS W KREUZIGER	W3112 RANCH RD WATERTOWN, WI 53094	N819 COUNTY ROAD L	PT S1/2 OF NW1/4 NE1/4 SEC 29 COM INT N LN SD SEC & CL USH 16 TH S 4 DEG E ALG SD CL 1042.5 FT TO POB TH S 86 DEG 36MIN W 225 FT TH S 4 DEG E 127.5 FT TH N 86 DEG 36MIN E 225 FT TO SD CL TH N 4 DEG W ALG SD CL 127.5 FT TO POB
016-0915-2912-003	DONALD E GRULKE LE ARLENE J GRULKE LE DEBRA HUNDT 1/4 INT RENEE MESSERSCHMIDT 1/4 INT RHONDA RITSCHKE 1/4 INT	N829 COUNTY ROAD L WATERTOWN, WI 53098	N829 COUNTY ROAD L	PT S1/2 OF NW1/4 NE1/4 SEC 29 COM AT INTR N LN SD SEC & CL USH 16 TH S 4 DEG E ALG SD CL 915 FT TO POB TH S 86 DEG 36MIN W 225 FT TH S 4 DEG E 127.5 FT TH N 86 DEG 36MIN E 225 FT TO CL USH 16 TH N 4 DEG W ALG CL 127.5 FT TO POB EX 0.14 ACRE HWY DESC IN V585 P358
016-0915-2912-004	TODD A BRENNECKE KATHRYN L BRENNECKE	N839 COUNTY ROAD L WATERTOWN, WI 53098	N839 COUNTY ROAD L	PT NW1/4 NE1/4 SEC 29 COM NE COR SD SEC TH S 88 DEG 30MIN W 1355.6 FT TH S 4 DEG E 660 FT TO POB TH S 86 DEG 36MIN W 225 FT TH S 4 DEG E 255 FT TH N 86 DEG 36MIN E 225 FT TH N 4 DEG W 255 FT TO POB EX 0.26 ACRE HWY DESC IN V589 P383
016-0915-2912-005	HARVEY A ZIEMER JEAN ZIEMER	W7018 PROVIMI RD WATERTOWN, WI 53098		THAT PT PARC DESC IN V551 P276 LYG IN NW1/4 NE1/4 SEC 29 EX HWY DESC IN DOC# 1132520
016-0915-2913-000	HARVEY A ZIEMER JEAN ZIEMER	W7018 PROVIMI RD WATERTOWN, WI 53099	W7018 PROVIMI RD	SW1/4 NE1/4 SEC 29 EX PARC IN V197 P325 & V310 P494 EX HWY DESC IN V312 P223 EX HWY DESC IN DOC# 1132520
016-0915-2914-000	ARTHUR P MELCHER KAREN L MELCHER	N778 KADDAITZ DR WATERTOWN, WI 53098		PT E1/2 NE1/4 SEC 29 BEING PARC 2 OF CSM V2 P126 EX CSM V3 P178 EX CSM V3 P228 EX THAT PT OF CSM V5 P137 LYG IN SD PARC 2 OF CSM V2 P126 EX 0.12 AC HWY DESC IN V585 P351
016-0915-2914-001	BRIAN R SCHMIDT CINDY L SCHMIDT	N714 KADDAITZ DR WATERTOWN, WI 53098	N714 KADDAITZ DR	PARC DESC IN CSM V2 P125 BEING PT SE1/4 NE1/4 SEC 29
016-0915-2914-002	DOROTHY I BROOKS	N728 KADDAITZ DR WATERTOWN, WI 53098	N728 KADDAITZ DR	CSM V3 P178 BEING PT SE1/4 NE1/4 SEC 29
016-0915-2914-003	ARTHUR P MELCHER KAREN L MELCHER	N778 KADDAITZ DR WATERTOWN, WI 53098	N778 KADDAITZ DR	CSM V3 P228 BEING PT SE1/4 NE1/4 SEC 29 EX 0.04 AC HWY DESC IN V585 P351
016-0915-2914-004	DAWN M DINICOLA	5066 HORIZON CT WEST BEND, WI 53095	N700 KADDAITZ DR N702 KADDAITZ DR	LOT 1 OF CSM 2390 IN V14 P362 BEING PT SE1/4 NE1/4 SEC 29
016-0915-2914-005	UNION PACIFIC RAILROAD COMPANY	1416 DODGE ST OMAHA, NE 68179		RR ROW IN SEC 29

RESTATED INTERMUNICIPAL COOPERATION AGREEMENT BETWEEN THE CITY OF WATERTOWN AND THE TOWN OF EMMET  
ALL LANDS BEING PART OF SECTIONS 19, 20, 21, 27, 28, 29, 30 AND 31 IN TOWN 9 NORTH, RANGE 15 EAST, DODGE COUNTY, STATE OF WISCONSIN

PARCEL NO.	OWNER	MAILING ADDRESS	PROPERTY ADDRESS	LEGAL DESCRIPTION (FROM TAX BILL)
016-0915-2921-001	BRADLEY J ZIEMER DENISE A ZIEMER	W7100 PROVIMI RD WATERTOWN, WI 53098	W7100 PROVIMI RD	LOT 1 CSM 4135 IN V25 P262 BEING PT NE1/4 NW1/4 & PT SE1/4 NW1/4 SEC 29
016-0915-2922-000	HARVEY A ZIEMER JEAN A ZIEMER	W7018 PROVIMI RD WATERTOWN, WI 53098	W7018 PROVIMI RD	NW1/4 NW1/4 SEC 29 EX HWY DESC IN DOC# 1132520 (SD EX INCLUDING THAT PT SD NW1/4 NW1/4 BEING PARC 08 LANDLOCKED - 2)
016-0915-2922-001	STATE OF WISCONSIN DOT	2101 WRIGHT ST MADISON, WI 53704-2583	2101 WRIGHT ST	THAT PT PARC DESC IN DOC# 1132520 LYG IN NW1/4 NW1/4 SEC 29 BEING PARC 08 LANDLOCKED - 2
016-0915-2923-002	RUBY RODES 1/3 INT LOIS M LANCE TRUST 1/3 INT HARVEY ZIEMER 1/3 INT	W7018 PROVIMI RD WATERTOWN, WI 53098	W7018 PROVIMI RD	E1/2 OF SW1/4 NW1/4 SEC 29 EX S 178 FT OF E 245 FT OF W 1145.35 FT SD 1/4 1/4 EX HWY DESC IN DOC# 1132521
016-0915-2924-001	RUBY RODES 1/3 INT LOIS M LANCE TRUST 1/3 INT HARVEY ZIEMER 1/3 INT	W7018 PROVIMI RD WATERTOWN, WI 53098	W7018 PROVIMI RD	E1/2 NW1/4 SEC 29 EX CSM 4135 IN V25 P262 EX HWY DESC IN DOC# 1132521
016-0915-2931-001	WFC INDUSTRIES LLC	N20 W29316 OAKTON RD PEWAUKEE, WI 53072	PROVIMI RD	W1/2 OF NE1/4 SW1/4 SEC 29 EX HWY DESC IN DOC# 1123193 EX THAT PT LYG SLY OF SD HWY
016-0915-2931-002	STATE OF WISCONSIN DOT	2101 WRIGHT ST MADISON, WI 53704-2583	PROVIMI RD	THAT PT NE1/4 SW1/4 SEC 29 BEING UNPLATTED LANDS DESC IN DOC# 1123193
016-0915-2932-000	STATE OF WISCONSIN DOT	2101 WRIGHT ST MADISON, WI 53704-2583	2101 WRIGHT ST	THAT PT NW1/4 SW1/4 SEC 29 DESC IN DOC# 1123192 (PARC 3)
016-0915-2932-002	STATE OF WISCONSIN DOT	2102 WRIGHT ST MADISON, WI 53704-2583	2102 WRIGHT ST	REMNANT 2 ON PAGE 311 CORRECTED IN DOC# 1124929 THAT PT PARC DESC IN DOC# 1132520 LYG IN NW1/4 SW1/4 SEC 29 BEING PARC 08 LANDLOCKED - 1
016-0915-2933-000	STATE OF WISCONSIN DOT	2101 WRIGHT ST MADISON, WI 53704-2583	2101 WRIGHT ST	SW1/4 SW1/4 SEC 29 EX PARC 9 OF TPP 1390-04-24-4.03 IN CABP P13
016-0915-2934-000	WFC INDUSTRIES LLC	N20 W29316 OAKTON RD PEWAUKEE, WI 53072	W7101 PROVIMI RD	E1/2 SW1/4 SEC 29 EX HWY DESC IN DOC# 1123193 EX THAT PT LYG N OF SD HWY
016-0915-2941-000	STATE OF WISCONSIN DOT	2101 WRIGHT ST MADISON, WI 53704-2583	N627 STATE ROAD 26	THAT PT OF PARCEL 37 OF TPP 1390-04-24-4.11 IN CABP P20 (SHOWN AS LANDLOCKED) NOT PT OF ROW BEING PT OF PARC 2 OF
016-0915-2941-001	DAVID J SCHMIED	W1324 CEDAR DR IXONIA, WI 53036-9447	N698 KADDAZT DR	CSM IN V3 P95 BEING PT NE1/4 SE1/4 & PT SE1/4 SE1/4 SEC 29
016-0915-2943-000	FLORENCE A SMITH 1/2 INT WAYNE SMITH 1/6 INT RUSSELL SMITH 1/6 INT MARVIN SMITH 1/6 INT	FLORENCE A SMITH WAYNE SMITH W7449 COUNTY ROAD Q WATERTOWN, WI 53098		PT NE1/4 SE1/4 SEC 29 AS DESC IN V629 P286
016-0915-3011-001	ALLEN W SHOUP	N896 WELSH RD WATERTOWN	N896 WELSH RD	ALL THAT PT OF SE1/4 SEC 29 LYG W OF STH 26 EX THAT PT FOR FOR HWY (DESC IN V310 P173) EX CSM IN V3 P95 EX HWY DESC IN DOC# 1118280 EX HWY DESC IN DOC# 1121173
016-0915-3011-003	HAROLD C MUNDT	N876 WELSH RD WATERTOWN, WI 53098	N876 WELSH RD	LOT 1 CSM 4228 IN V26 P194 BEING PT NE1/4 NE1/4 SEC 30 EX HWY DESC IN DOC# 1116190
016-0915-3011-004	LORNA R MUNDT RICK R MUSE	N858 WELSH RD WATERTOWN, WI 53098	N858 WELSH RD	LOTS 2 & 3 CSM 4228 IN V26 P194 BEING PT NE1/4 NE1/4 SEC 30 EX HWY DESC IN DOC# 1119689
016-0915-3011-005	ROSEMARY MUSE HARVEY ZIEMER JEAN ZIEMER	W7018 PROVIMI RD WATERTOWN, WI 53098	W7018 PROVIMI RD	LOT 4 CSM 4228 IN V26 P194 BEING PT NE1/4 NE1/4 SEC 30
				NE1/4 NE1/4 SEC 30 EX CSM 4228 IN V26 P194 EX HWY DESC IN V1331 P1 EX HWY DESC IN DOC# 1132520

RE-STATE INTERMUNICIPAL COOPERATION AGREEMENT BETWEEN THE CITY OF WATERTOWN AND THE TOWN OF EMMET  
ALL LANDS BEING PART OF SECTIONS 19, 20, 21, 27, 28, 29, 30 AND 31 IN TOWN 9 NORTH, RANGE 15 EAST, DODGE COUNTY, STATE OF WISCONSIN

PARCEL NO.	OWNER	MAILING ADDRESS	PROPERTY ADDRESS	LEGAL DESCRIPTION (FROM TAX BILL)
016-0915-3012-000	L & N M ENTERPRISES LLC	N68 W35460 COUNTY ROAD K OCONOMOWOC, WI 53066		NW1/4 NE1/4 SEC 30 EX CSM 4403 IN V28 P1 EX CSM 5392 IN V35 P189
016-0915-3012-001	SPENCER M LUECK NANCY L LUECK	N835 WELSH RD WATERTOWN, WI 53098	N835 WELSH RD	LOT 1 CSM 4403 IN V28 P1 BEING PT NW1/4 NE1/4 SEC 30
016-0915-3012-002	GERALD L COUGHLIN TRUST BONNIE R COUGHLIN TRUST	GERALD L COUGHLIN BONNIE R COUGHLIN N919 WELSH RD WATERTOWN, WI 53098	WELSH RD	LOT 1 CSM 5392 IN V35 P189 BEING PT NW1/4 NE1/4 SEC 30
016-0915-3012-003	GERALD L COUGHLIN TRUST BONNIE R COUGHLIN TRUST	GERALD L COUGHLIN BONNIE R COUGHLIN N919 WELSH RD WATERTOWN, WI 53098	WELSH RD	LOT 2 CSM 5392 IN V35 P189 BEING PT NW1/4 NE1/4 SEC 30
016-0915-3012-004	GERALD L COUGHLIN TRUST BONNIE R COUGHLIN TRUST	GERALD L COUGHLIN BONNIE R COUGHLIN N919 WELSH RD WATERTOWN, WI 53098	WELSH RD	LOT 3 CSM 5392 IN V35 P189 BEING PT NW1/4 NE1/4 SEC 30
016-0915-3013-000	L & N M ENTERPRISES LLC	N68 W35460 COUNTY ROAD K OCONOMOWOC, WI 53066		SW1/4 NE1/4 SEC 30 EX CSM IN V3 P279 (NOW AS DESC IN DOC# 1004701) EX PARC DESC IN DOC# 1004702
016-0915-3013-001	CHRISTOPHE J COUGHLIN KRISTIE D COUGHLIN	W7376 PROVIMI RD WATERTOWN, WI 53098	W7376 PROVIMI RD	PARC DESC IN CSM V3 P279 (NOW DESC IN DOC# 1004701) BEING PT SW1/4 NE1/4 SEC 30 ALSO THAT PT SD 1/4 1/4 AS DESC IN DOC# 1004702
016-0915-3014-000	HARVEY ZIEMER JEAN ZIEMER	W7018 PROVIMI RD WATERTOWN, WI 53098	PROVIMI RD	W1/2 OF SW1/4 NW1/4 SEC 29 & ALL OF SE1/4 NE1/4 SEC 30 EX HWY DESC IN V1331 P1 EX CSM 5257 IN V34 P160 EX HWY DESC IN DOC# 1132520
016-0915-3014-001	JEFFREY SPENDE PAULA SPENDE	W7324 PROVIMI RD WATERTOWN, WI 53098	W7324 PROVIMI RD	LOT 1 CSM 5257 IN V34 P160 BEING PT SE1/4 NE1/4 SEC 30
016-0915-3021-000	THOMAS W NICKELS LC PENNI L NICKELS LC RAYMOND W NICKELS VENDOR ERLA M NICKELS VENDOR	W7478 PROVIMI RD WATERTOWN, WI 53098		NE1/4 NW1/4 SEC 30
016-0915-3022-000	PETER E MCFARLAND CYNTHIA L MCFARLAND	N302 COUNTY ROAD K WATERTOWN, WI 53098		W1/2 OF FRAC NW1/4 SEC 30 LYG NELY OF RR ROW
016-0915-3022-001	SOO LINE RAILROAD COMPANY	PO BOX 530 MINNEAPOLIS, MN 55440		RR ROW IN SEC 30
016-0915-3023-000	PETER E MCFARLAND CYNTHIA L MCFARLAND	N302 COUNTY ROAD K WATERTOWN, WI 53098		W1/2 OF FRAC NW1/4 SEC 30 LYG SWLY OF RR ROW
016-0915-3024-000	THOMAS W NICKELS LC PENNI L NICKELS LC RAYMOND W NICKELS VENDOR ERLA M NICKELS VENDOR	THOMAS W NICKELS PENNI L NICKELS W7478 PROVIMI RD WATERTOWN, WI 53098	W7478 PROVIMI RD	SE1/4 NW1/4 SEC 30 EX RR ROW EX V230 P389 EX V297 P596
016-0915-3031-000	KENNETH C STEELE	%DOROTHY STEELE POA 2224 HILLINGTON GREEN MADISON, WI 53726		THAT PT OF NE1/4 SW1/4 SEC 30 LYG SWLY OF RR ROW EX CSM 1010 IN V8 P108
016-0915-3031-001	UNITED COOPERATIVE	N7160 RACEWAY RD BEAVER DAM, WI 53916	W7467 PROVIMI RD WATERTOWN	THAT PT OF NE1/4 SW1/4 SEC 30 LYG NELY OF ROW C,M & ST P RR CO EX PARC DESC IN V230 P390
016-0915-3031-002	STRAUSS FEEDS LLC	%STRAUSS FEEDS LLC PO BOX 149 N MANCHESTER, IN 46962-0149	W7507 PROVIMI RD	PARC DESC IN CSM 1824 IN V12 P81 BEING PT NE1/4 SW1/4 SEC 30
016-0915-3032-000	RANDY F KUEHL BRENDA M KUEHL	W7583 PROVIMI RD WATERTOWN, WI 53098	W7583 PROVIMI RD	LOT 2 CSM 4406 IN V28 P8 BEING PT NW1/4 SW1/4 SEC 30
016-0915-3032-001	RUSSELL G LOEFFLER TRUST MARIE G LOEFFLER TRUST	613 AUTUMN CREST DR WATERTOWN, WI 53094		LOT 1 CSM 4406 IN V28 P8 BEING PT NW1/4 SW1/4 SEC 30



RESTATED INTERMUNICIPAL COOPERATION AGREEMENT BETWEEN THE CITY OF WATERTOWN AND THE TOWN OF EMMET  
ALL LANDS BEING PART OF SECTIONS 19, 20, 21, 27, 28, 29, 30 AND 31 IN TOWN 9 NORTH, RANGE 15 EAST, DODGE COUNTY, STATE OF WISCONSIN

PARCEL NO.	OWNER	MAILING ADDRESS	PROPERTY ADDRESS	LEGAL DESCRIPTION (FROM TAX BILL)
016-0915-3033-000	KENNETH C STEELE	KENNETH C STEELE %DOROTHY STEELE POA 2224 HILLINGTON GREEN MADISON, WI 53726		FRAC SW1/4 SW1/4 SEC 30
016-0915-3034-000	KENNETH C STEELE	KENNETH C STEELE %DOROTHY STEELE POA 2224 HILLINGTON GREEN MADISON, WI 53726		SE1/4 SW1/4 SEC 30
016-0915-3041-000	HARVEY ZIEMER JEAN ZIEMER	W7018 PROVIMI RD WATERTOWN, WI 53098		W1/2 OF NW1/4 SW1/4 SEC 29 & N1/2 OF NE1/4 SE1/4 SEC 30 EX HWY DESC IN DOC# 112520 (SD EX INCLUDING THAT PT SD
016-0915-3041-001	L & N M ENTERPRISES LLC	N68 W35460 COUNTY ROAD K OCONOMOWOC, WI 53066		NW1/4 SW1/4 BEING PARC.08 LANDLOCKED -11
016-0915-3041-002	THOMAS W NICKELS LC PENNI L NICKELS LC RAYMOND W NICKELS VENDOR ERLA M NICKELS VENDOR L & N M ENTERPRISES LLC	THOMAS W NICKELS PENNI L NICKELS W7478 PROVIMI RD WATERTOWN, WI 53098 N68 W35460 COUNTY ROAD K OCONOMOWOC, WI 53066		N1/2 OF S1/2 OF NE1/4 SE1/4 SEC 30 EX HWY DESC IN DOC# 1123192 (CORRECTED IN DOC# 1124929) S1/4 OF NE1/4 SE1/4 SEC 30 EX HWY DESC IN DOC# 1126741
016-0915-3042-000	L & N M ENTERPRISES LLC	N68 W35460 COUNTY ROAD K OCONOMOWOC, WI 53066		THAT PT OF NW1/4 SE1/4 & SW1/4 SE1/4 SEC 30 LYGN OF RR ROW EX CSM 538 IN V6 P361 EX HWY DESC IN DOC# 1123192 (CORRECTED IN DOC# 1124929) EX THAT PT LYG SELY OF SD HWY
016-0915-3042-001	L & N M ENTERPRISES LLC	N68 W35460 COUNTY ROAD K OCONOMOWOC, WI 53066		LOT 1 CSM 538 IN V6 P361 BEING PT NW1/4 SE1/4 SEC 30
016-0915-3043-000	L & N M ENTERPRISES LLC	N68 W35460 COUNTY ROAD K OCONOMOWOC, WI 53066		THAT PT OF NW1/4 SE1/4 & SW1/4 SE1/4 SEC 30 LYGN OF RR ROW EX S 12 AC EX HWY DESC IN DOC# 1123192 (CORRECTED IN DOC# 1124929) EX THAT PT LYG SELY OF SD
016-0915-3044-000	L & N M ENTERPRISES LLC	N68 W35460 COUNTY ROAD K OCONOMOWOC, WI 53066		HWY SE1/4 SE1/4 SEC 30 EX HWY DESC IN DOC# 1123192 EX THAT PT LYG SELY OF SD HWY AS DESC IN SD DOC# 1123192 (BEING PARC 3 REMNANT 1 ON PAGE 30) ALSO SW1/4 SE1/4 SEC 30 EX S 12 AC W OF RR ROW ALSO EX RR ROW EX SD HWY DESC IN DOC# 1123192 EX THAT PT LYG NWLY OF SD HWY (SD DOC# 1123192 CORRECTED IN DOC# 1124929)
016-0915-3044-002	STATE OF WISCONSIN DOT	2101 WRIGHT ST MADISON, WI 53704-2583		THAT PT SE1/4 SE1/4 SEC 30 BEING UNPLATTED LANDS AS DESC IN DOC# 1123192 (PARC 3 REMNANT 1 ON PAGE 30) CORRECTED IN DOC# 1124929
016-0915-3111-000	SOO LINE RAILROAD CO	PO BOX 530 MINNEAPOLIS, MN 55440		RR ROW IN SEC 31
016-0915-3111-001	WISCONSIN ELECTRIC POWER COMPANY	231 W MICHIGAN ST PO BOX 2046 MILWAUKEE, WI 53200		WLY 60 FT OF THAT PT OF LOT 22 SNELL'S ADDITION ADJ TO NELLY LN OF RR ROW
016-0915-3122-000	KENNETH C STEELE	2224 HILLINGTON GREEN MADISON, WI 53726		N 1765.5 FT OF W 990 FT OF FRAC NW1/4 SEC 31
016-0915-3131-000	%DOROTHY STEELE POA PETER E MCFARLAND CYNTHIA L MCFARLAND	N302 COUNTY ROAD K WATERTOWN, WI 53098		ALL THAT PT OF W1/2 OF SEC 31 DESC AS FOLLOWS COM S1/4 COR TH N 78 FT TH W 869.5 FT TO POB TH N 3439 FT TH W 500 FT TH S 3439 FT TH E 500 FT TO POB EX HWY DESC IN DOC# 1134219

RESTATED INTERMUNICIPAL COOPERATION AGREEMENT BETWEEN THE CITY OF WATERTOWN AND THE TOWN OF EMMET  
ALL LANDS BEING PART OF SECTIONS 19, 20, 21, 27, 28, 29, 30 AND 31 IN TOWN 9 NORTH, RANGE 15 EAST, DODGE COUNTY, STATE OF WISCONSIN

PARCEL NO.	OWNER	MAILING ADDRESS	PROPERTY ADDRESS	LEGAL DESCRIPTION (FROM TAX BILL)
016-0915-3132-000	PETER E MCFARLAND CYNTHIA L MCFARLAND	N302 COUNTY ROAD K WATERTOWN, WI 53098		PT FRAC SW1/4 NW1/4 & PT FRAC NW1/4 SW1/4 SEC 31 DESC AS COM 1320 FT N OF SW COR SD SEC TH N 2194.5 FT THE 891 FT TH S 2194.5 FT TH W 891 FT TO POB
016-0915-3133-000	PETER E MCFARLAND CYNTHIA L MCFARLAND	N302 COUNTY ROAD K WATERTOWN, WI 53098		PT FRAC SW1/4 SEC 31 COM SW COR SD SEC 31 TH N ON W LN SD SEC 1320 FT TH E PARA TO S LN SD SEC 891 FT TH S PARA TO W LN SD SEC 1320 FT TO S LN SD SEC TH W 891 FT ALG SD S LN TO POB EX 1.47 AC HWY DESC IN V382 P488
016-0915-3144-000	BRIAN R ZASTROW ELIZABETH A ZASTROW	N160 WELSH RD WATERTOWN, WI 53098	N160 WELSH RD	W 396 FT OF LOT 5 SNELL'S 1ST ADD EX THAT PT LOT 2 CSM 864 IN V7 P359 LYG IN SD W 396 FT AS DESC IN V942 P396
016-0915-3144-001	DOUGLAS O RUPNOW SHERYL A RUPNOW	N164 WELSH RD WATERTOWN, WI 53098	N164 WELSH RD	PARC DESC IN CSM V3 P105 BEING PT LOT 6 SNELL'S ADD
016-0915-3144-002	THOMAS R KOHN LORRAINE M KOHN	N178 WELSH RD WATERTOWN, WI 53098	N178 WELSH RD	CSM V2 P195 BEING PT LOTS 7 & 8 SNELL'S ADD
016-0915-3144-003	MICHAEL C ROTHSCADL MARY J ROTHSCADL	N184 WELSH RD WATERTOWN, WI 53098	N184 WELSH RD	LOT 1 OF CSM 864 IN V7 P359 BEING PT LOT 8 SNELL'S ADD

PARCEL NUMBERS ARE ALWAYS SUBJECT TO CHANGE

IN THE EVENT THE BOUNDARY LINES AS SHOWN ON THE MAP DO NOT MATCH THE LEGAL DESCRIPTION AS LISTED IN  
EXHIBIT "A", THE BOUNDARY LINES AS SHOWN ON THE APPROVED MAP ARE THE CONTROLLING DOCUMENT

INTERGOVERNMENTAL COOPERATIVE PLAN  
UNDER WISCONSIN STATUTE SECTION 66.0307 BETWEEN  
THE CITY OF WATERTOWN AND THE TOWN OF EMMET

**EXHIBIT “B”**

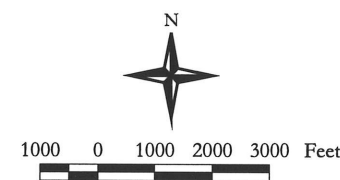
GROWTH AREAS MAP IN THE TOWN OF EMMET DEPICTING THE CITY OF  
WATERTOWN CORPORATE LIMITS, CITY GROWTH AREA,  
AND TOWN GROWTH AREA

City of Watertown/  
Town of Emmet  
Growth Areas Map  
Exhibit A

- 3 mile ETJ
- Urban Service Area
- Municipal Limits
- Planned Roads

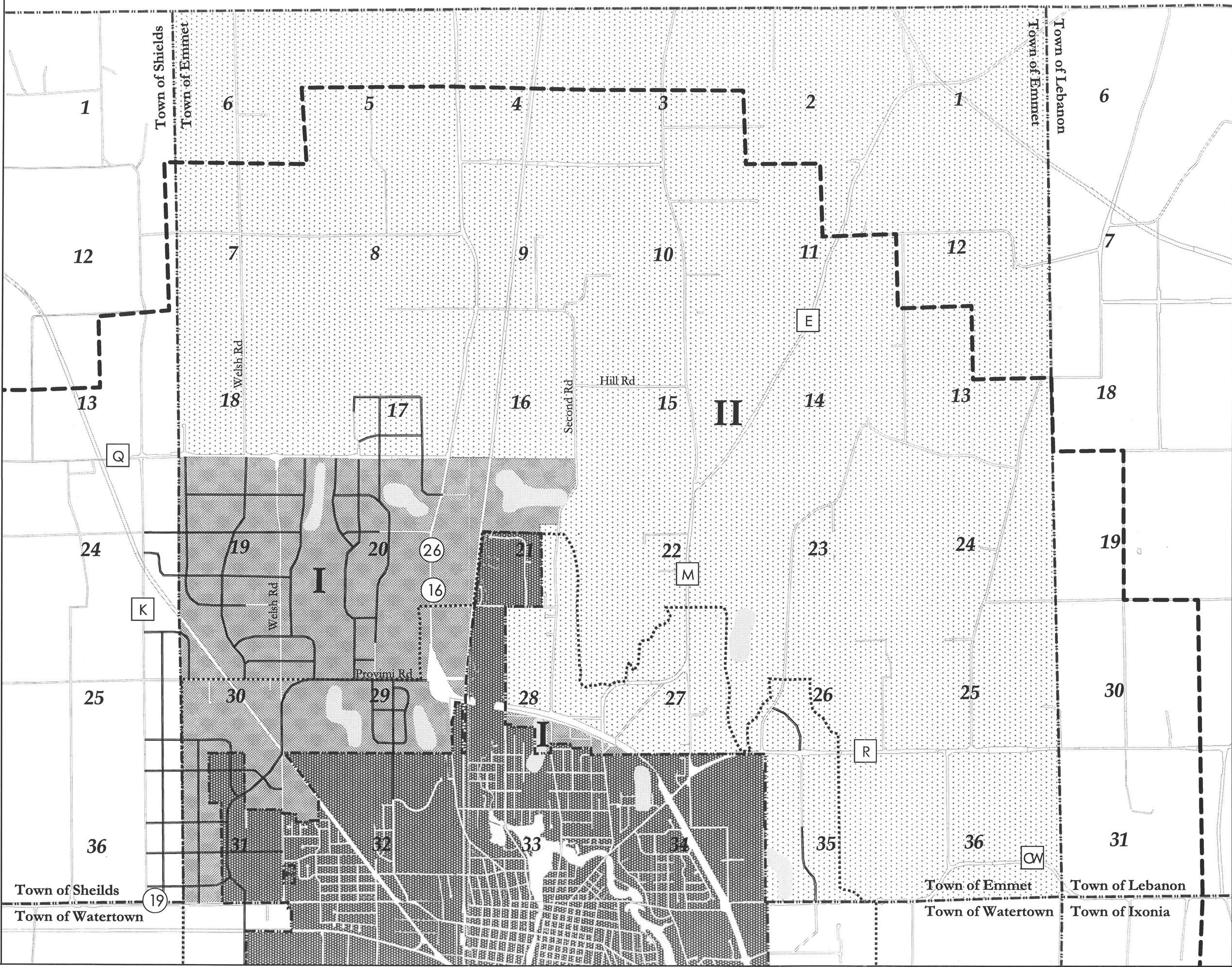
- ETJ Planning Areas
- City of Watertown
  - I: City Growth Area
  - II: Town Growth Area

- Stormwater Basins
- Surface Water
- Road, Rail



January 1, 2000  
Base Map: City of Watertown, Dodge County

Vandewalle & Associates  
Madison & Milwaukee, Wisconsin  
Planning · Creating · Rebuilding

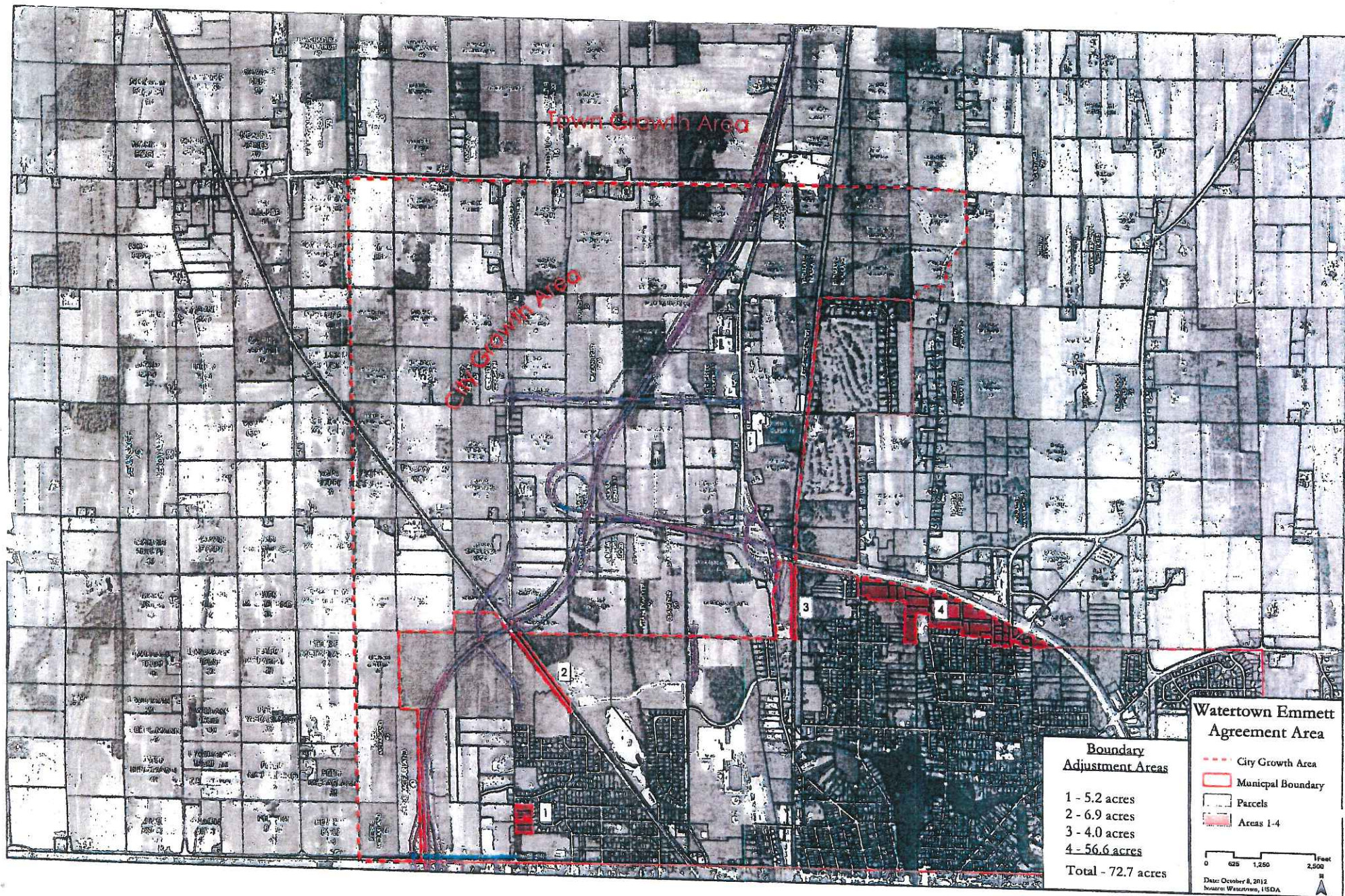


INTERGOVERNMENTAL COOPERATIVE PLAN  
UNDER WISCONSIN STATUTE SECTION 66.0307 BETWEEN  
THE CITY OF WATERTOWN AND THE TOWN OF EMMET

**EXHIBIT “C”**

AERIAL PHOTOGRAPHIC MAP OF CITY GROWTH AREA IN TOWN OF EMMET  
DEPICTING BOUNDARY ADJUSTMENT AREAS







INTERGOVERNMENTAL COOPERATIVE PLAN  
UNDER WISCONSIN STATUTE SECTION 66.0307 BETWEEN  
THE CITY OF WATERTOWN AND THE TOWN OF EMMET

**EXHIBIT “D”**

ENVIRONMENTAL HISTORICAL AND CULTURAL FEATURES OF THE TOWN OF  
EMMET

TOWN OF EMMET, DODGE COUNTY  
T 10 N. R 13 E

Michael  
Perrick  
Farm

Kressin  
Underpass

Sights  
Standard Oil  
Filling Station

Koepsel Stable  
Christian Barn

Langholz  
House and Barn

City of  
Watertown

TOWN OF WATERTOWN, JEFFERSON COUNTY  
T 8 N. R 12 E

# ENVIRONMENTAL, HISTORICAL, AND CULTURAL FEATURES Town of Emmet Dodge County, Wisconsin



- Environmental Features**
- WDNR Wetlands\*
  - Soil Slope Greater than 12%
  - Woodlots Greater than 10 Acres
  - 100 Year FEMA Floodplain\*\*
  - 100-500 Year FEMA Floodplain\*\*

- Other Features**
- Town Border
  - Roads
  - Railroad Centerline
  - Streams
  - Section Lines
  - Surface Water
  - City of Watertown

36 Section Numbers

\* Wisconsin Department of Natural Resources.  
\*\* Federal Emergency Management Agency.

This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information and data used for reference purposes only.

Source: Dodge County, 2001;  
FWD Digital Orthophotography Interpretation, 2001 (1999 Photos).

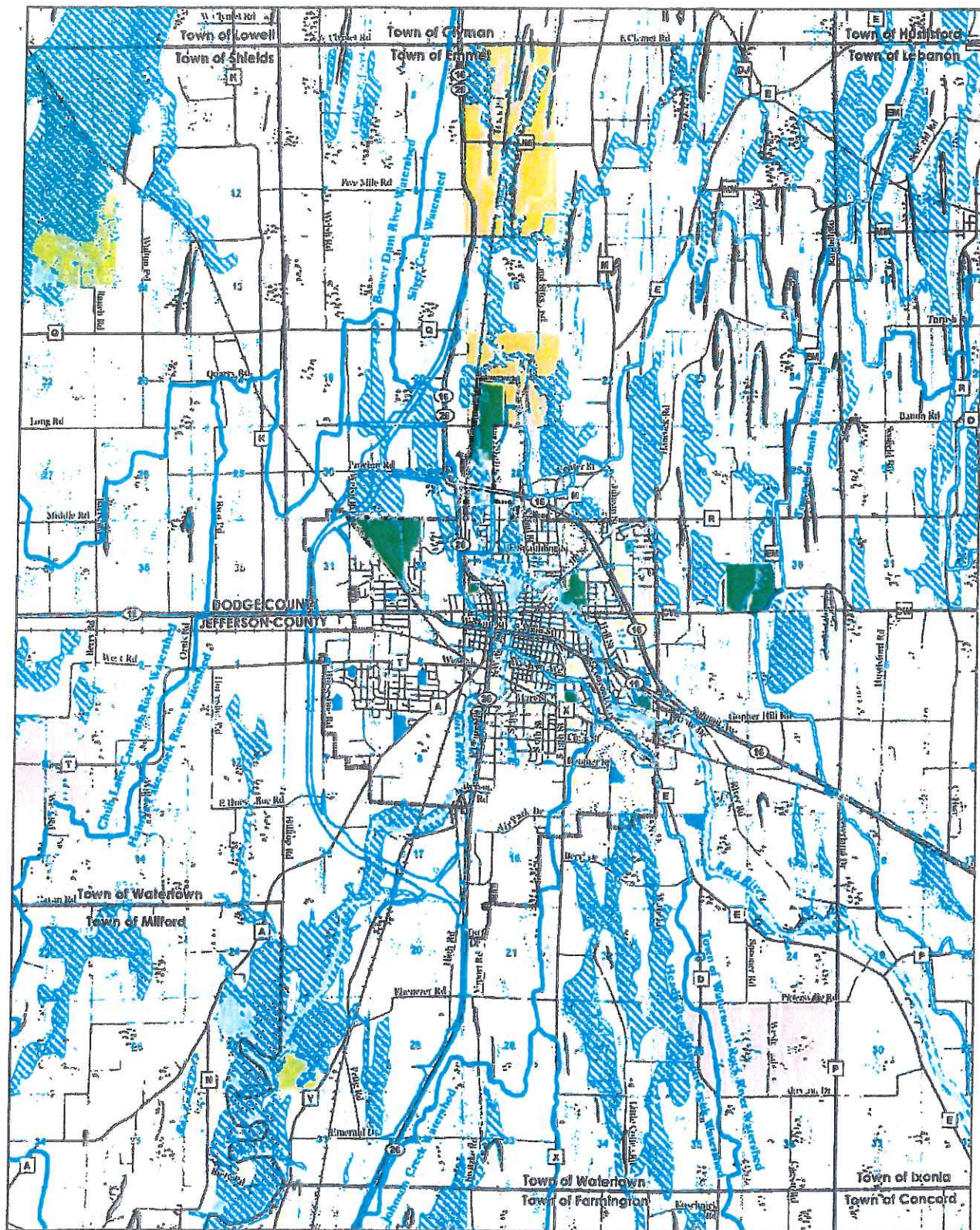




INTERGOVERNMENTAL COOPERATIVE PLAN  
UNDER WISCONSIN STATUTE SECTION 66.0307 BETWEEN  
THE CITY OF WATERTOWN AND THE TOWN OF EMMET

**EXHIBIT “E”**

NATURAL FEATURES OF THE TOWN OF EMMET



## Natural Features

### City of Watertown Comprehensive Plan

- City of Watertown
- Town Boundary
- County Boundary
- Section w/Section Number
- State Highway
- County Highway
- Local Road
- Proposed Highway 26 Bypass Right of Way
- Railroad
- Woodlands
- Public Parks & Recreation
- Public Conservancy
- Surface Water

- Watershed Boundary
- Wetlands
- Floodplain

- Steep Slopes**
- 12 to 20 Percent
- Over 20 Percent

- Sections Containing Rare or Endangered Species**
- Aquatic Species
- Terrestrial Species
- Both Types



Source: ESRI, City of Watertown, Counties of Dodge & Jefferson L10

0 0.5 1 2 Miles





## Cooperative Boundary Agreement Approval Checklist

The checklist below is used to quickly assess whether a cooperative boundary agreement submitted to the Department for its review under s. 66.0307 Wis. Stats. is complete and meets the statutory criteria. This checklist by itself is not definitive or legally significant. However, Municipal Boundary Review staff use it to determine whether to approve the proposed agreement, recommend that it be resubmitted with changes, or deny it. For more information, see the Department of Administration's Cooperative Boundary Agreement website at: [www.doa.state.wi.us/MunicipalBoundaryReview](http://www.doa.state.wi.us/MunicipalBoundaryReview)

### Authorizing/Approving Resolutions

- |    | Present                             | Not Present              | Not Applicable           |   |
|----|-------------------------------------|--------------------------|--------------------------|---|
| 1. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Town(s) Authorizing Resolution s 66.0307(4)(a) Wis Stats  |
|    |                                     |                          |                          | Resolution No. 40814  |
| 2. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | City or Village(s) Authorizing Resolution s 66.0307(4)(a) Wis Stats   |
|    |                                     |                          |                          | Resolution No. 8037   |
| 3. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Affidavit that authorizing resolutions were sent to DOA, DNR, DOT, DATCP, County Clerk, County Planning, RPC, and other jurisdictions within 5 miles such as municipalities, school districts, vocational districts, sewer or sanitary districts. s 66.0307(4)(a) Wis Stats |
| 4. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Town(s) Approval Resolution s 66.0307(4)(d) Wis Stats   |
|    |                                     |                          |                          | Resolution No. 81114  |
| 5. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | City/Village(s) Approval Resolution s 66.0307(4)(d) Wis Stats   |
|    |                                     |                          |                          | Resolution 8069   |

### Public Hearing

- |    |                                     |                          |                                     |   |
|----|-------------------------------------|--------------------------|-------------------------------------|---|
| 6. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | Evidence that class 3 notice was published-Proofs of Publication s 66.0307(4)(b) Wis Stats                    |
| 7. | <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Summary or transcript of public comments Affidavit of Thomas J. Levi s 66.0307(4)(c) Wis Stats                |
| 7. | <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> | List of any changes made in response to public comments Affidavit of Thomas J. Levi s 66.0307(4)(d) Wis Stats |
| 8. | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/>            | Comment letters from the county and RPC s 66.0307(4)(c) Wis Stats   |

### Extraordinary activities

- |    |                          |                          |                                     |  |
|----|--------------------------|--------------------------|-------------------------------------|--|
| 7. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Request for super-majority vote s 66.0307(4)(d)2 Wis Stats Affidavit of Thomas J. Levi |
| 7. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Request for advisory referendum s 66.0307(4)(e) Wis Stats Affidavit of Thomas J. Levi  |

### Cooperative Plan

- |                          |                          |                          |   |
|--------------------------|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Do either one or both of the participating municipalities have an adopted comprehensive or master plan? s 66.0307(3)(c) Wis Stats   |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Does the cooperative plan describe how it is consistent with participating municipality's comprehensive or master plan? (note: cooperative plans may be based on, or duplicate, existing plans). s 66.0307(3)(c). Wis Stats |

**RESOLUTION AUTHORIZING PARTICIPATION IN THE COOPERATIVE  
PLANNING PROCESS, PURSUANT TO WISCONSIN STATUTE SECTION 66.0307**

Presented: April 8, 2014.

Adopted: April 8, 2014.

Resolution No.: 40814

**WHEREAS**, the City of Watertown and the Town of Emmet entered into an Intermunicipal Cooperation Agreement (the "Agreement") on or about March 7, 2000 for the purpose, among other things, to resolve boundary land use issues between them, to provide for the efficient provision of future municipal services within the Town, to recognize certain areas of the Town that would eventually be annexed into the City, and to relinquish the City's extraterritorial jurisdiction within certain areas of the Town; and

**WHEREAS**, the parties to the Agreement recognized that the area designated as the City Growth Area therein would eventually be annexed into the City and the parties provided a mechanism for review and proceeding with the adoption of a cooperative plan, "...to modify the boundaries between the City and the Town so that the City Growth Areas will be subject to the City's jurisdiction"; and

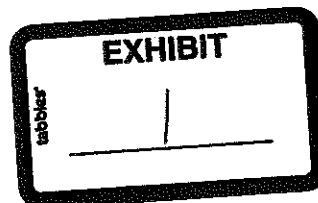
**WHEREAS**, within the past three (3) years the Wisconsin Department of Transportation delineated the route of the "State Trunk Highway 26 By-Pass" around the City and completed construction of this new highway within the Town, which outlined more precisely and definitively those areas of the City Growth Area which would most likely be better served with municipal services by the City; and

**WHEREAS**, the City has previously submitted to the Town a written Notice for Request to Review Need for Boundary Change, pursuant to Section 1.4(f) of that Agreement, under date of September 20, 2010 for a proposed review of land to be annexed into the City located within the City Growth Area; and

**WHEREAS**, over the past three years the City and the Town have been re-negotiating the terms and conditions of the original Agreement, which resulted in the formulation of a new "Restated Intermunicipal Cooperation Agreement Between the Town of Emmet and the City of Watertown (the "Restated Agreement")", dated June 11, 2013, which was found to be acceptable to the staff and legal counsel for both the City and the Town; and

**WHEREAS**, the City officially adopted the Restated Agreement at its Common Council Meeting of May 21, 2013; and

**WHEREAS**, the Town officially adopted the Restated Agreement at its Town Board Meeting of February 13, 2013; and



**WHEREAS**, the Restated Agreement calls for both the City and the Town to proceed to adopt a Cooperative Boundary Plan, pursuant to Section 66.0307 of the Wisconsin Statutes, to implement the Restated Agreement and to provide for as mechanism to implement boundary adjustments between the Town and the City to effectuate the goals outlined in the Restated Agreement; and

**WHEREAS**, both the Town of Emmet and the City of Watertown are desirous of proceeding with a mechanism to implement boundary adjustments between the Town and the City to effectuate the goals outlined in the Restated Agreement and have, therefore, jointly submitted this request to the Plan Commission of the City of Watertown; and

**WHEREAS**, the Intergovernmental Cooperative Plan Agreement Under Wisconsin Statute Section 66.0307 Between the Town of Emmet and the City of Watertown ("Cooperative Plan") is being submitted for approval to the Town Board contemporaneous with this Resolution and a copy of such Cooperative Plan is attached hereto, marked as Exhibit "A"; and

**WHEREAS**, Section 66.0307 of the Wisconsin Statutes authorizes municipalities to set the boundaries between and among themselves, upon adopting and having approved by the Wisconsin Department of Administration, a cooperative plan in accordance with the procedures and requirements set forth in said section 66.0307; and

**WHEREAS**, the cooperative plan should be made with the general purpose of guiding and accomplishing a coordinated, adjusted, and harmonious development of the territory covered by the plan which will, in accordance with the existing and future needs, best promote public health, safety, morals, order, convenience, prosperity for the general welfare, as well as the efficiency and economy in the process of development; and

**WHEREAS**, cooperative planning and establishment of boundaries may be in the best interests of the participating municipalities and the purpose of this resolution is to authorize a special committee to participate with the municipalities in cooperative planning;

**NOW, THEREFORE, BE IT RESOLVED** that the Town Board of the Town of Emmet be authorized to participate, pursuant to section 66.0307 of the Wisconsin Statutes, with the City of Watertown in the preparation of an Intergovernmental Cooperative Plan, which may include determining new and existing boundaries and preserving their respective current boundaries, which are mutually agreeable to the municipalities participating in the Intergovernmental Cooperative Plan; and

**BE IT FURTHER RESOLVED** that the Town of Emmet be and hereby is authorized to enter into interim agreements with the City of Watertown for the purpose of binding both

municipalities to the agreements, pending the final approval of the Intergovernmental Cooperative Plan by the Wisconsin Department of Administration.

**BE IT FURTHER RESOLVED** that notice of this Resolution shall be given, in writing, by the Clerk of the Town of Emmet, within five (5) days after its adoption to the parties identified in Section 66.0307(4)(a) of the Wisconsin Statutes.

The above and foregoing Resolutions were duly adopted by roll call vote at a called and noticed meeting of the Town Board on April 8, 2014.

Approved: William Nass  
William Nass, Town Chairperson

Date Approved: 4-8-, 2014

Approved as to Form:

John St. Peter  
John St. Peter, Attorney for Town of Emmet

Date Approved: April 8, 2014

This is to certify that the foregoing resolution was adopted by the Town Board of the Town of Emmet, Dodge County, Wisconsin at a meeting held on the 8 day of April, 2014.

Jackie Welke  
Jackie Welke, Town Clerk

Parties to whom notice shall be given:

1. The Wisconsin Department of Administration
2. The Wisconsin Department of Natural Resources.
3. The Wisconsin Department of Agriculture, Trade and Consumer Protection
4. The Wisconsin Department of Transportation.
5. The Clerk of the Town of Emmet
6. The Clerk of the City of Watertown.
7. The Clerk of the Town of Shields
8. The Clerk of the Town of Lowell
9. The Clerk of the Town of Clyman.
10. The Clerk of the Town of Hustisford
11. The Clerk of the Town of Lebanon.

- 12 The Clerk of the Town of Watertown.
- 13 The Clerk of the Town of Milford.
14. The Clerk of the Town of Ixonia.
15. The Clerk of the Town of Ixonia Sanitary District
- 16 The Watertown Unified School District.
- 17 The Madison Area Technical College.
- 18 The County Clerk of Dodge County.
- 19 The Dodge County Department of Planning and Development

*Might need to give notice to additional "clerks of any municipality, school district, technical college district, sewerage district or sanitary district which has any part of its territory within 5 miles" of Watertown.]*

**RESOLUTION NO. 8037**

**AUTHORIZING PARTICIPATION IN THE COOPERATIVE PLANNING PROCESS,  
PURSUANT TO WISCONSIN STATUTE SECTION 66.0307**

Sponsor: Mayor John David  
From: Watertown Plan Commission

**WHEREAS**, the City of Watertown and the Town of Emmet entered into an Intermunicipal Cooperation Agreement (the "Agreement") on or about March 7, 2000 for the purpose, among other things, to resolve boundary land use issues between them, to provide for the efficient provision of future municipal services within the Town, to recognize certain areas of the Town that would eventually be annexed into the City, and to relinquish the City's extraterritorial jurisdiction within certain areas of the Town; and

**WHEREAS**, the parties to the Agreement recognized that the area designated as the City Growth Area therein would eventually be annexed into the City and the parties provided a mechanism for review and proceeding with the adoption of a cooperative plan, "...to modify the boundaries between the City and the Town so that the City Growth Areas will be subject to the City's jurisdiction"; and

**WHEREAS**, within the past three (3) years the Wisconsin Department of Transportation delineated the route of the "State Trunk Highway 26 By-Pass" around the City and completed construction of this new highway within the Town, which outlined more precisely and definitively those areas of the City Growth Area which would most likely be better served with municipal services by the City; and

**WHEREAS**, the City has previously submitted to the Town a written Notice for Request to Review Need for Boundary Change, pursuant to Section 1.4(f) of that Agreement, under date of September 20, 2010 for a proposed review of land to be annexed into the City located within the City Growth Area; and

**WHEREAS**, over the next three years the City and the Town re-negotiated the terms and conditions of the original Agreement, which resulted in the formulation of a new "Restated Intermunicipal Cooperation Agreement (the "Restated Agreement")", which was found to be acceptable to the legal counsel for both the City and the Town; and

**WHEREAS**, the Town and Town's governing body officially adopted the Restated Agreement at its Town Board Meeting of February 13, 2013; and

**WHEREAS**, the City and City's governing body officially adopted the Restated Agreement at its Common Council Meeting of Mar 13, 2013; and

(April 15, 2014) Exhibit #8037





**WHEREAS**, the Restated Agreement calls for both the City and the Town to proceed to adopt a Cooperative Boundary Plan, pursuant to Section 66.0307 of the Wisconsin Statutes, to implement the Restated Agreement and to provide for a mechanism to implement boundary adjustments between the Town and the City to effectuate the goals outlined in the Restated Agreement; and

**WHEREAS**, the Town of Emmet is desirous of proceeding with a mechanism to implement boundary adjustments between the Town and the City and to effectuate the goals outlined in the Restated Agreement and has, therefore, adopted a similar Resolution to this Resolution at their regular Town Board Meeting on April 8, 2014; and

**WHEREAS**, the City of Watertown is desirous of proceeding with a mechanism to implement boundary adjustments between the Town and the City and to effectuate the goals outlined in the Restated Agreement and has, therefore, jointly submitted this Resolution to the Plan Commission of the City of Watertown as well as the Common Council of the City; and

**WHEREAS**, the Intergovernmental Cooperative Plan Agreement Under Wisconsin Statute Section 66.0307 Between the Town of Emmet and the City of Watertown ("Cooperative Plan") is being submitted for approval to the Town Board contemporaneous with this Resolution  
**WHEREAS**, the Restated Agreement is being submitted for approval to the City's Common Council contemporaneous with this Resolution; and

**WHEREAS**, the Restated Agreement calls for both the City and the Town to proceed to adopt a Cooperative Boundary Plan, pursuant to Section 66.0307 of the Wisconsin Statutes, to implement the Restated Agreement and to provide for an exchange of land to effectuate the goals outlined in the Restated Agreement; and

**WHEREAS**, both the Town of Emmet and the City of Watertown are desirous of proceeding with a review of an exchange of land to effectuate the goals outlined in the Restated Agreement and have, therefore, jointly submitted this request to the Plan Commission of the City of Watertown; and

**WHEREAS**, the Plan Commission of the City of Watertown will consider this request at its meeting on Monday, April 14, 2014, and forward its recommendation on this Resolution to the Common Council; and

**WHEREAS**, section 66.0307 of the Wisconsin Statutes authorizes municipalities to set the boundaries between and among themselves, upon adopting and having approved by the Wisconsin Department of Administration, a cooperative plan in accordance with the procedures and requirements set forth in said section 66.0307; and

**WHEREAS**, the Cooperative Plan should be made with the general purpose of guiding and accomplishing a coordinated, adjusted, and harmonious development of the territory covered by the plan which will, in accordance with the existing and future needs, best promote public health, safety, morals, order, convenience, prosperity for the general welfare, as well as the efficiency and economy in the process of development; and

**WHEREAS**, cooperative planning and establishment of boundaries may be in the best interests of the participating municipalities and the purpose of this resolution is to authorize a special committee to participate with the municipalities in cooperative planning;

**NOW, THEREFORE, BE IT RESOLVED** that the Common Council of the City of Watertown be authorized to participate, pursuant to section 66.0307 of the Wisconsin Statutes, with the Town of Emmet in the preparation of a Cooperative Plan, which may include determining boundaries and preserving their respective boundaries, which are mutually agreeable to the municipalities participating in the Cooperative Plan; and

**BE IT FURTHER RESOLVED** that notice of this Resolution shall be given, in writing, by the Clerk of the Town of Emmet, within five (5) days after its adoption to the parties identified in section 66.0307(4)(a) of the Wisconsin Statutes.

**BE IT FURTHER RESOLVED** that the City be and hereby is authorized to enter into agreements with the Town of Emmet for the purpose of binding said municipalities to the agreements, pending the final approval of the Cooperative Plan by the Wisconsin Department of Administration.

This is to certify that I have compared the attached copy with the original record now on file in my office and that the same is a correct transcript thereof and of the whole thereof. In Testimony Whereof, I have hereunto subscribed my name and affixed the seal of the City of Watertown this 16<sup>th</sup> day of April, 2014.

Cynthia D. Rupprecht

City Clerk/Treasurer

ADOPTED

April 15, 2014  
Cynthia D. Rupprecht

CITY CLERK/TREASURER

APPROVED

April 16, 2014  
John David

MAYOR

**CERTIFICATE OF CLERK  
AFFIDAVIT OF MAILING**

I, Cynthia Rupprecht, do hereby certify that I am the duly appointed and acting Clerk for the City of Watertown, Jefferson and Dodge Counties, State of Wisconsin, and that attached hereto is a true and correct copy of Resolution No. 8037 Authorizing Participation in the Cooperative Planning Process, Pursuant To Wisconsin Statute Section 66.0307, which Resolution was duly adopted by the City of Watertown Common Council at its regular meeting on April 15, 2014. The Resolution No. 8037 authorizes the participation in the cooperative planning process between the Town of Emmet, Dodge County, Wisconsin and the City of Watertown, Jefferson and Dodge Counties, Wisconsin.

I further certify that I have been informed by and verily believe that the Town Clerk of the Town of Emmet, Dodge County, Wisconsin, Jackie Welke, did certify and inform me that she was the duly appointed and acting Clerk for the Town of Emmet, Dodge County, Wisconsin, and that she provided to me a true and correct copy of the Town of Emmet Resolution No. 40814 Authorizing Participation in the Cooperative Planning Process, Pursuant To Wisconsin Statute Section 66.0307, of which a true and accurate copy of said Resolution is attached hereto, and Jackie Welke did certify that Town of Emmet Resolution No. 40814 was duly passed by unanimous decision of the Town Board of the Town of Emmet at its regularly scheduled meeting, held on April 8, 2014. Resolution No. 40814 does authorize participation in the cooperative planning process between the Town of Emmet, Dodge County, Wisconsin and the City of Watertown, Jefferson and Dodge Counties, Wisconsin.

I further certify that both City of Watertown Resolution No. 8037 and Town of Emmet Resolution No. 40814 were both mailed, together with a copy of this Certificate, in a postage-prepaid envelope addressed to each of the public agencies as appears from the list found on the attached Exhibit "A", pursuant to the requirements of Section 66.0307(4)(a), Wis. Stats., within five (5) business days after the latest Resolution was adopted, namely, by the City of Watertown.

**DATED** at Watertown, Wisconsin this 17<sup>th</sup> day of April, 2014.

CITY OF WATERTOWN

BY: \_\_\_\_\_

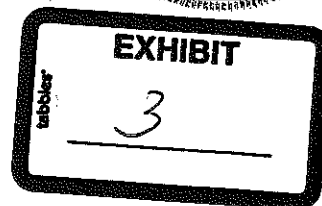
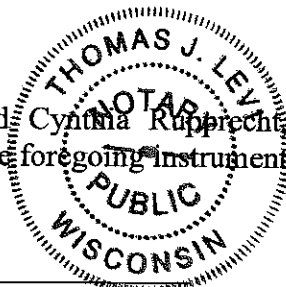
*Cynthia Rupprecht*  
Cynthia Rupprecht  
City Clerk/Treasurer

**ACKNOWLEDGMENT**

STATE OF WISCONSIN    )  
                                  )SS  
JEFFERSON COUNTY    )

Personally came before me this 17<sup>th</sup> day of April, 2014, the above named Cynthia Rupprecht, Clerk/Treasurer of the City of Watertown, to me known to be the person who executed the foregoing instrument and did acknowledge the same in her official capacity of City Clerk/Treasurer.

*Thomas J. Levi*  
Thomas J. Levi  
Notary Public. State of Wisconsin.  
My Commission is Permanent.



Parties to whom notice shall be given:

1. The Wisconsin Department of Administration.
2. The Wisconsin Department of Natural Resources.
3. The Wisconsin Department of Agriculture, Trade and Consumer Protection.
4. The Wisconsin Department of Transportation.
5. The Clerk of the City of Watertown.
6. The Clerk of the Town of Emmet.
7. The Clerk of the Town of Milford.
8. The Clerk of the Town of Aztalan.
9. The Clerk of the Town of Fannington.
10. The Clerk of the Town of Concord.
11. The Clerk of the Town of Ixonia.
12. The Clerk of the Town of Shields.
13. The Clerk of the Town of Lebanon.
14. The Clerk of the Town of Waterloo.
15. The Watertown Unified School District.
16. The Watertown Sewerage District.
17. The Madison Area Technical College.
18. The Clerk of Dodge County.
19. The Clerk of Jefferson County.
20. The Dodge County Department of Planning and Development.
21. The Jefferson County Department of Planning and Development.

# **CERTIFICATE OF CLERK - AFFIDAVIT OF MAILING** **EXHIBIT "A"**

Wisconsin Department of Administration	Michael Moran, Secretary	101 East Wilson Street	Madison	WI	53703
Wisconsin Department of Natural Resources	101 S. Webster Street	P.O. Box 7921	Madison	WI	53707-7921
Wisconsin Department of Agriculture, Trade and Consumer Protection	2811 Agriculture Drive	P.O. Box 8911	Madison	WI	53708-8911
Wisconsin Department of Transportation	Cynthia Rupprecht	2101 Wright Street	Madison	WI	53704-2583
Clerk of the City of Watertown	Jackie Welke	106 Jones Street	Watertown	WI	53094
Clerk of the Town of Emmet	Karen Schadt	N1690 State Rd. 16 & 26	Watertown	WI	53098
Clerk of the Town of Milford	Sandra Marks	N9457 CTH Q	Watertown	WI	53094
Clerk of the Town of Aztalan	Tami Latsch	N6501 Zoebell Road	Jefferson	WI	53549
Clerk of the Town of Farmington	Brian Neumann	W3157 Bakertown Road	Helenville	WI	53137-9743
Clerk of the Town of Concord	Donna Hann	N6830 CTH E	Oconomowoc	WI	53066-9017
Clerk of the Town of Ixonia	Susan Johnson	P.O. Box 109	Ixonia	WI	53036
Clerk of the Town of Shields	Deborah Behl	N1662 Wood Road	Watertown	WI	53098
Clerk of the Town of Lebanon	Cindy Schroeder	P.O. Box 24	Lebanon	WI	53047
Clerk of the Town of Waterloo	Cassandra Schug	N7874 STH 89	Waterloo	WI	53594
Watertown Unified School District	Watertown Branch	111 Dodge St	Watertown	WI	53094
The Madison Area Technical College	Karen J. Gibson	1300 West Main Street	Watertown	WI	53098
Clerk of Dodge County	Barbara A. Frank	127 East Oak Street	Juneau	WI	53039
Clerk of Jefferson County	Joyce Fiacco	311 S. Center Ave. Rm. 109	Jefferson	WI	53549
Dodge County Land Resources and Parks	Robert Klotz	127 East Oak Street	Juneau	WI	53039
Jefferson County Department of Planning and Development		311 S. Center Ave. Rm. 109	Jefferson	WI	53549

**RESOLUTION OF THE TOWN BOARD OF THE TOWN OF EMMET AUTHORIZING  
ADOPTION OF A COOPERATIVE BOUNDARY ADJUSTMENT AGREEMENT  
BETWEEN THE TOWN OF EMMET AND THE CITY OF WATERTOWN,  
PURSUANT TO WISCONSIN STATUTE SECTION 66.0307**

Presented: August 11, 2014.

Adopted: August 11, 2014.

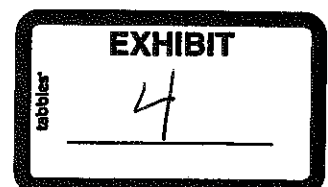
Resolution No.: 81114

**WHEREAS**, Section 66.0307 of the Wisconsin Statutes authorizes municipalities to set the boundaries between and among themselves, upon adopting and having approved by the Wisconsin Department of Administration, a cooperative plan in accordance with the procedures and requirements set forth in said Section 66.0307; and

**WHEREAS**, the City of Watertown and the Town of Emmet entered into an Intermunicipal Cooperation Agreement (the "Agreement") on or about March 7, 2000 for the purpose, among other things, to resolve boundary land use issues between them, to provide for the efficient provision of future municipal services within the Town, to recognize certain areas of the Town that would eventually be annexed into the City, and to relinquish the City's extraterritorial jurisdiction within certain areas of the Town; and

**WHEREAS**, the City of Watertown and the Town of Emmet amended the Agreement by adoption of a Restated Intermunicipal Cooperation Agreement (the "Restated Agreement") on or about June 11, 2013 for the purpose, among other things, to update the provisions of the Agreement and lay out a mechanism to resolve boundary land use issues between them, to provide for the efficient provision of future municipal services within the Town, to recognize certain areas of the Town that would eventually be annexed into the City, and to relinquish the City's extraterritorial jurisdiction within certain areas of the Town; and

**WHEREAS**, the parties to both the Agreement and the Restated Agreement recognized that the area designated as the City Growth Area therein would eventually be annexed into the City and the parties provided a mechanism for review and proceeding with the adoption of a cooperative boundary adjustment plan, "...to modify the boundaries between the City and the Town so that the City Growth Areas will be subject to the City's jurisdiction"; and



**WHEREAS**, within the past three (3) years the Wisconsin Department of Transportation delineated the route of the "State Trunk Highway 26 By-Pass" around the City and completed construction of this new highway within the Town, which outlined more precisely and definitively those areas of the City Growth Area which would most likely be better served with municipal services by the City; and

**WHEREAS**, over the last one (1) year the City and the Town have been re-negotiating the terms and conditions of the Restated Agreement, which resulted in the formulation of a new "Intergovernmental Cooperative Plan Under Wisconsin Section 66.0307 Between the City of Watertown and the Town of Emmet (the "Cooperative Boundary Adjustment Agreement"), which was found to be acceptable to the staff and legal counsel for both the City and the Town; and

**WHEREAS**, the Town Board of the Town of Emmet and the City Common Council conducted a joint public hearing on the Cooperative Boundary Adjustment Agreement on June 17, 2014, at which there was no appearance by any party, in writing or in person, either advocating adoption or opposing adoption of the Cooperative Boundary Adjustment Agreement; and

**WHEREAS**, the City of Watertown Plan Commission reviewed the Cooperative Boundary Adjustment Agreement at its meetings on April 14, 2014 and June 3, 2014, and has unanimously recommended adoption of the Cooperative Boundary Adjustment Agreement; and

**WHEREAS**, the Dodge County Land Resources and Parks Department, which is the county planning agency under Section 59.69(2)(a) and Section 59.69(3) of the Wisconsin Statutes for Dodge County, Wisconsin wherein the Town of Emmet is located has submitted its written comment on the Cooperative Boundary Adjustment Agreement, under date of July 16, 2014, attached hereto and incorporated by reference herein, marked as Exhibit "A"; and

**WHEREAS**, the Cooperative Boundary Adjustment Agreement is being submitted for approval to the Town of Emmet Town Board at its August meeting; and

**WHEREAS**, the adoption of the Cooperative Boundary Adjustment Agreement should be made with the general purpose of guiding and accomplishing a coordinated adjusted and harmonious development of the territory covered by the plan which will, in accordance with existing and future needs of both the City and the Town, best promote public health, safety, morals, order, convenience, prosperity and the general welfare, as well as the efficiency and economy in the process of development; and

**NOW, THEREFORE, BE IT RESOLVED** that the Town Board for the Town of Emmet, pursuant to Section 66.0307(4)(d)1 of the Wisconsin Statutes, hereby authorizes approval and adoption the final version of the Cooperative Boundary Adjustment Agreement with the City of Watertown, which is attached hereto and incorporated by reference herein,

marked as Exhibit "B"; for the purposes contemplated by Sections 66.0307(2) and (3) of the Wisconsin Statutes.

**BE IT FURTHER RESOLVED** that upon adoption of this Resolution the Town Chairperson, William Nass, and the Town Clerk, Jackie Welke, are hereby authorized to execute the Cooperative Boundary Adjustment and any related documents, in a form approved by the Town Attorney, and to cooperate with the City of Watertown in causing the Cooperative Boundary Adjustment Agreement, together with all written comments and other supporting documents, to be filed with the State of Wisconsin Department of Administration for approval in accordance with Section 66.0307(4)(f) of the Wisconsin Statutes; within 45 days of the date of the approval of the Cooperative Boundary Adjustment Agreement.

**BE IT FURTHER RESOLVED** that the Town Chairperson and other necessary Town staff shall cooperate with the City of Watertown and the Department, and shall participate in all Department proceedings regarding the approval process for the Cooperative Boundary Adjustment Agreement.

**BE IT FURTHER RESOLVED**, that this Resolution shall take effect upon its passage and publication upon adoption by the Common Council of the City of Watertown at its regular meeting held on August 11, 2014.

The above and foregoing Resolutions were duly adopted by roll call vote at a called and noticed meeting of the Town Board on August 11, 2014.

Approved: William Nass  
William Nass, Town Chairperson

Date Approved: August 11, 2014

Approved as to Form: [Signature]  
John St. Peter, Attorney for Town of Emmet

Date Approved: August 13, 2014

This is to certify that the foregoing resolution was adopted by the Town Board of the Town of Emmet, Dodge County, Wisconsin at a meeting held on the 11 day of August 2014.

Jackie Welke  
Jackie Welke, Town Clerk



**RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF WATERTOWN  
AUTHORIZING ADOPTION OF A COOPERATIVE BOUNDARY ADJUSTMENT  
AGREEMENT WITH THE TOWN OF EMMET**

Sponsor: Mayor John David  
From: The Plan Commission

**WHEREAS**, the City of Watertown and the Town of Emmet entered into an Intermunicipal Cooperation Agreement (the "Agreement") on or about March 7, 2000 for the purpose, among other things, to resolve boundary land use issues between them, to provide for the efficient provision of future municipal services within the Town, to recognize certain areas of the Town that would eventually be annexed into the City, and to relinquish the City's extraterritorial jurisdiction within certain areas of the Town; and

**WHEREAS**, the City of Watertown and the Town of Emmet amended the Agreement by adoption of a Restated Intermunicipal Cooperation Agreement (the "Restated Agreement") on or about June 11, 2013 for the purpose, among other things, to update the provisions of the Agreement and lay out a mechanism to resolve boundary land use issues between them, to provide for the efficient provision of future municipal services within the Town, to recognize certain areas of the Town that would eventually be annexed into the City, and to relinquish the City's extraterritorial jurisdiction within certain areas of the Town; and

**WHEREAS**, the parties to both the Agreement and the Restated Agreement recognized that the area designated as the City Growth Area therein would eventually be annexed into the City and the parties provided a mechanism for review and proceeding with the adoption of a cooperative boundary adjustment plan, "...to modify the boundaries between the City and the Town so that the City Growth Areas will be subject to the City's jurisdiction"; and

**WHEREAS**, within the past three (3) years the Wisconsin Department of Transportation delineated the route of the "State Trunk Highway 26 By-Pass" around the City and completed construction of this new highway within the Town, which outlined more precisely and definitively those areas of the City Growth Area which would most likely be better served with municipal services by the City; and

**WHEREAS**, over the last one (1) year the City and the Town have been re-negotiating the terms and conditions of the Restated Agreement, which resulted in the formulation of a new "Intergovernmental Cooperative Plan Under Wisconsin Section 66.0307 Between the City of Watertown and the Town of Emmet (the "Cooperative Boundary Adjustment Agreement"), which was found to be acceptable to the staff and legal counsel for both the City and the Town; and

**WHEREAS**, the Town Board of the Town of Emmet and the City Common Council conducted a joint public hearing on the Cooperative Boundary Adjustment Agreement on June 17, 2014, at which there was no appearance by any party, in writing or in person, either advocating adoption or opposing adoption of the Cooperative Boundary Adjustment Agreement; and

**WHEREAS**, the City of Watertown Plan Commission reviewed the Cooperative Boundary Adjustment Agreement at its meetings on April 14, 2014 and June 3, 2014, and has unanimously recommended adoption of the Cooperative Boundary Adjustment Agreement; and

**WHEREAS**, the Dodge County Land Resources and Parks Department, which is the county planning agency under Section 59.69(2)(a) and Section 59.69(3) of the Wisconsin Statutes for Dodge County, Wisconsin wherein the Town of Emmet is located has submitted its written comment on the Cooperative Boundary Adjustment Agreement, under date of July 16, 2014, attached hereto and incorporated by reference herein, marked as Exhibit "A"; and

(August 5, 2014) Exhibit #8069



**WHEREAS**, the Cooperative Boundary Adjustment Agreement is being submitted for approval to the Town of Emmet Town Board at its August meeting; and

**WHEREAS**, the adoption of the Cooperative Boundary Adjustment Agreement should be made with the general purpose of guiding and accomplishing a coordinated adjusted and harmonious development of the territory covered by the plan which will, in accordance with existing and future needs of both the City and the Town, best promote public health, safety, morals, order, convenience, prosperity and the general welfare, as well as the efficiency and economy in the process of development; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Watertown, pursuant to Section 66.0307(4)(d)1 of the Wisconsin Statutes, that the Common Council of the City of Watertown hereby authorizes approval and adoption the final version of the Cooperative Boundary Adjustment Agreement with the Town of Emmet, which is attached hereto and incorporated by reference herein, marked as Exhibit "B"; for the purposes contemplated by Sections 66.0307(2) and (3) of the Wisconsin Statutes.

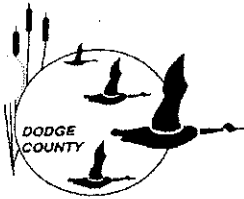
**BE IT FURTHER RESOLVED**, that upon adoption of this resolution, that Mayor John David and City Clerk Rupprecht are authorized to sign the Cooperative Boundary Adjustment Agreement with William Nass, Chairman of the Town Board of the Town of Emmet and Jackie Welke, Town Clerk of the Town of Emmet.

**BE IT FURTHER RESOLVED**, that this Resolution shall take effect upon its passage and publication upon adoption by the Common Council of the City of Watertown at its regular meeting held on August 5, 2014.

DATE:	YES	NO
McFARLAND	✓	
SMITH	✓	
BERG	✓	
LARSEN	✓	
ZGONC	✓	
COUGHLIN	✓	
TIETZ 2	✓	
MARON	✓	
ROMLEIN 1	✓	
MAYOR DAVID		
TOTAL	9	0

ADOPTED August 5, 2014  
Cynthia D. Rupprecht  
CITY CLERK/TREASURER

APPROVED August 6, 2014  
John David  
MAYOR



## Dodge County Land Resources and Parks Department

127 East Oak Street · Juneau, WI 53039-1329  
PHONE: (920) 386-3700 · FAX: (920) 386-3979  
EMAIL: [landresources@co.dodge.wi.us](mailto:landresources@co.dodge.wi.us)

---

July 18, 2014

John David, Mayor  
City of Watertown  
106 Jones Street  
Watertown, WI 53094

William Nass, Chairman  
Town of Emmet  
N1690 State Road 26  
Watertown, WI 53098

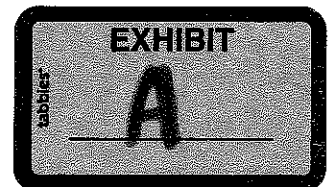
RE: Intergovernmental Cooperative Plan

After review of the Cooperative Plan between the Town of Emmet and the City of Watertown, Dodge County Land Resources and Parks Department staff has the following comments:

1. The effect of the Cooperative Plan will be minimal on the Dodge County Comprehensive Plan. The next time the County amends the Comprehensive Plan Future Land Use Map, the boundary adjustment areas will be included. The City of Watertown Comprehensive Plan Future Land Use Plan Map will be referenced to determine the future land use designation for the affected areas. The only area of significance, Area 4, is already consistent with the City's future land use designation.
2. The effect of the Cooperative Plan on the delivery of municipal services will be minimal. However, the provision that any residence with a private wastewater treatment system in the area defined as Area 4 with a system that does not meet sanitary code requirements, could have an effect. Dodge County staff will need to be aware of the requirement that if a private wastewater treatment system fails, the homeowner must attach the property to the City within 12 months. We will assume that when the property is annexed to the City, the property will be served by the City's public sanitary sewer system. Provided that is the case, services can be delivered adequately.
3. The Dodge County Land Resources and Parks Department is supportive of the Cooperative Plan between the Town of Emmet and the City of Watertown.

Sincerely,

Dean Perlick  
Manager of Planning and Economic Development



STATE OF WISCONSIN }  
Jefferson County } s.s.

Deborah K. Bock being duly sworn,

deposes and says that she is the principal clerk of the printers of the

## WATERTOWN DAILY TIMES

a public newspaper published at the City of Watertown, Wisconsin, in said county, and that a notice, a printed copy of which taken from said newspaper, is hereto attached, was published in said newspaper

on the 30<sup>th</sup> day of May, 2014

Deborah K Bock

Subscribed and sworn to before me this 30<sup>th</sup> day of

May, 2014

Alannah Schuch  
Notary Public, Jefferson County, Wisconsin

My commission expires August 24, 2014

Publishing Fees \$ \_\_\_\_\_

\_\_\_\_\_, WI, \_\_\_\_\_

Received of \_\_\_\_\_ the sum of \_\_\_\_\_

\$ \_\_\_\_\_ in full for publishing the attached notice.

NOTICE: - The affidavit may be made either by the Printer, Foreman of the Printer or Principal Clerk of the Printer.

### NOTICE OF JOINT PUBLIC HEARING FOR CITY OF WATERTOWN AND TOWN OF EMMET

Pursuant to the provisions of Section 66.0807(4)(b) of the Wisconsin Statutes, notice is hereby given by the Town of Emmet that the City of Watertown Common Council and the Town of Emmet Town Board will conduct a public hearing on Tuesday, June 17, 2014 at 7:00 o'clock P.M. in the Common Council Chambers, Room 2032, of the Watertown Municipal Building, located at 108 Jones Street in the City of Watertown, Wisconsin to consider adoption by both the City of Watertown and the Town of Emmet of a certain Cooperative Plan and Boundary Adjustment Agreement, pursuant to Section 66.0307 of the Wisconsin Statutes, which has been negotiated between staff members of both the City of Watertown and the Town of Emmet under which certain properties located in the "City Growth Areas" of the Town of Emmet will be affected as to future development, zoning classifications and conditional use permits, including mandatory boundary adjustments to modify the boundaries between the City and the Town lying in the City Growth Areas. Copies of the Cooperative Plan and Boundary Adjustment Agreement are available to the general public and may be obtained at no cost from the Office of the City Clerk of the City of Watertown, Room 2034, Watertown Municipal Building, 106 Jones Street, Watertown, WI 53094 and from the Town Clerk of the Town of Emmet, Town Hall, N1690 STH 16 & 26, Watertown, WI 53098.

All persons wishing to be heard at the public hearing are invited to be present or to communicate their input in writing, addressed to either the City Clerk or the Town Clerk at the addresses stated in the previous paragraph, at least 48 hours prior to the public hearing in order for the same to be considered at the public hearing.

TOWN OF EMMET

BY:

William Nass, Chairman

WNA:LP

Deborah K. Baek being duly sworn,

deposes and says that she is the principal clerk of the printers of the

## WATERTOWN DAILY TIMES

a public newspaper published at the City of Watertown, Wisconsin, in said county, and that a notice, a printed copy of which taken from said newspaper, is herunto attached, was published in said newspaper

on the 3rd day of June, 2014

Deborah K Baek

Subscribed and sworn to before me this 3rd day of

June, 2014

Notary Public, Jefferson County, Wisconsin

My commission expires April 17, 2016

Publishing Fees \$

WI,

Received of the sum of

\$ in full for publishing the attached notice.

NOTICE: - The affidavit may be made either by the Printer, Foreman of the Printer or Principal Clerk of the Printer.

### NOTICE OF JOINT PUBLIC HEARING FOR CITY OF WATERTOWN AND TOWN OF EMMET

Pursuant to the provisions of Section 66.0307(4)(b) of the Wisconsin Statutes, notice is hereby given by the Town of Emmet that the City of Watertown Common Council and the Town of Emmet Town Board will conduct a public hearing on **Tuesday, June 17, 2014 at 7:00 o'clock P.M.** in the Common Council Chambers, Room 2032, of the Watertown Municipal Building, located at 106 Jones Street in the City of Watertown, Wisconsin to consider adoption by both the City of Watertown and the Town of Emmet of a certain Cooperative Plan and Boundary Adjustment Agreement, pursuant to Section 66.0307 of the Wisconsin Statutes, which has been negotiated between staff members of both the City of Watertown and the Town of Emmet under which certain properties located in the "City Growth Areas" of the Town of Emmet will be affected as to future development, zoning classifications and conditional use permits, including mandatory boundary adjustments to modify the boundaries between the City and the Town lying in the City Growth Areas. Copies of the Cooperative Plan and Boundary Adjustment Agreement are available to the general public and may be obtained at no cost from the Office of the City Clerk of the City of Watertown, Room 2034, Watertown Municipal Building, 106 Jones Street, Watertown, WI 53094 and from the Town Clerk of the Town of Emmet, Town Hall, N4950 STEIN 6 & 28, Watertown, WI 53098.

All persons wishing to be heard at the public hearing are invited to be present or to communicate their input in writing, addressed to either the City Clerk or the Town Clerk at the addresses stated in the previous paragraph, at least 48 hours prior to the public hearing in order for the same to be considered at the public hearing.

TOWN OF EMMET

BY:

William Nass, Chairman

WNAXLP

STATE OF WISCONSIN } s.s.  
Jefferson County

Deborah K. Bock being duly sworn,

deposes and says that she is the principal clerk of the printers of the

## WATERTOWN DAILY TIMES

a public newspaper published at the City of Watertown, Wisconsin, in said county, and that a notice, a printed copy of which taken from said newspaper, is herunto attached, was published in said newspaper

on the 10th day of June, 2014

*Deborah K Bock*

Subscribed and sworn to before me this 10th day of

June, 2014

*[Signature]*  
Notary Public, Jefferson County, Wisconsin

My commission expires April 17, 2016

Publishing Fees \$

WI,

Received of the sum of

\$ in full for publishing the attached notice.

NOTICE: - The affidavit may be made either by the Printer, Foreman of the Printer or Principal Clerk of the Printer.

### CITY OF WATERTOWN AND TOWN OF EMMET

Pursuant to the provisions of Section 66.0307(4)(b) of the Wisconsin Statutes, notice is hereby given by the City of Watertown that the City of Watertown Common Council and the Town of Emmet Town Board will conduct a public hearing on Tuesday, June 17, 2014 at 7:00 o'clock P.M. in the Common Council Chambers, Room 2032, of the Watertown Municipal Building, located at 106 Jones Street in the City of Watertown, Wisconsin to consider adoption by both the City of Watertown and the Town of Emmet of a certain, Cooperative Plan and Boundary Adjustment Agreement, pursuant to Section 66.0307 of the Wisconsin Statutes, which has been negotiated between staff members of both the City of Watertown and the Town of Emmet under which certain properties located in the "City Growth Areas" of the Town of Emmet will be affected as to future development, zoning classifications and conditional use permits, including mandatory boundary adjustments to modify the boundaries between the City and the Town lying in the City Growth Areas. Copies of the Cooperative Plan and Boundary Adjustment Agreement are available to the general public and may be obtained at no cost from the Office of the City Clerk of the City of Watertown, Room 2034, Watertown Municipal Building, 106 Jones Street, Watertown, WI 53094 and from the Town Clerk of the Town of Emmet, Town Hall, N1690 STH 16 & 26, Watertown, WI 53098.

All persons wishing to be heard at the public hearing are invited to be present or to communicate their input in writing, addressed to either the City Clerk or the Town Clerk at the addresses stated in the previous paragraph, at least 48 hours prior to the public hearing in order for the same to be considered at the public hearing.

CITY OF WATERTOWN

BY:

John David, Mayor

WNAXLP

**AFFIDAVIT OF THOMAS J. LEVI IN SUPPORT OF COOPERATIVE  
BOUNDARY AGREEMENT APPROVAL BETWEEN THE TOWN OF EMMET,  
DODGE COUNTY, WISCONSIN AND THE CITY OF WATERTOWN, DODGE  
COUNTY AND JEFFERSON COUNTY, WISCONSIN PURSUANT TO  
WISCONSIN STATUTE SECTION 66.0307**

STATE OF WISCONSIN     )  
                                      ) SS  
JEFFERSON COUNTY     )

I, THOMAS J. LEVI, being duly sworn under oath, subscribes and states as follows:

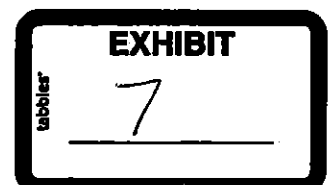
1. I am acting in the capacity as Special Counsel to the City of Watertown to assist the City of Watertown in its adoption and approval of a Cooperative Boundary Agreement, entered into between the Town of Emmet, Dodge County, Wisconsin and the City of Watertown, Jefferson and Dodge Counties, Wisconsin.

2. The City of Watertown and the Town of Emmet entered into an Intermunicipal Cooperation Agreement (the "Agreement") on or about March 7, 2000 for the purpose, among other things, to resolve boundary land use issues between them, to provide for the efficient provision of future municipal services within the Town, to recognize certain areas of the Town that would eventually be annexed into the City, and to relinquish the City's extraterritorial jurisdiction within certain areas of the Town; and

3. The City of Watertown and the Town of Emmet amended the Agreement by adoption of a Restated Intermunicipal Cooperation Agreement (the "Restated Agreement") on or about June 11, 2013 for the purpose, among other things, to update the provisions of the Agreement and lay out a mechanism to resolve boundary land use issues between them, to provide for the efficient provision of future municipal services within the Town by the City, to recognize certain areas of the Town that would eventually be annexed into the City, and to relinquish the City's extraterritorial jurisdiction within certain areas of the Town; and

4. The parties to both the Agreement and the Restated Agreement recognized that the area designated as the City Growth Area therein would eventually be annexed into the City, and the parties provided a mechanism for review and proceeding with the adoption of a cooperative boundary adjustment plan, "...to modify the boundaries between the City and the Town so that the City Growth Areas will be subject to the City's jurisdiction"; and

5. The Town Board of the Town of Emmet and the City Common Council conducted a joint public hearing on the Cooperative Boundary Adjustment Agreement on June 17, 2014, at which time and place there was no appearance by any party, in writing or in person, either advocating adoption or opposing adoption of the Cooperative Boundary Adjustment Agreement; and



6. In support of the fact that there were no public comments elicited either in favor of or against the Cooperative Boundary Adjustment Agreement or presented at the joint public hearing; the undersigned has submitted a copy of the Agenda of the Common Council and Town Board Joint Meeting of June 17, 2014, together with the copy of the Official Minutes of said meeting which were prepared by the City Clerk-Treasurer Cynthia Rupprecht, of which copies thereof are attached hereto, marked as Exhibit "A".

7. The City of Watertown Plan Commission reviewed the Cooperative Boundary Adjustment Agreement at its meetings on April 14, 2014 and June 23, 2014, and noted that there were no public comments at the public hearing so they unanimously recommended adoption of the Cooperative Boundary Adjustment Agreement in the form as drafted, as is evidenced in their Official Minutes of each such meeting of which copies thereof are attached hereto, marked as Exhibits "B" and "C", respectively; and

8. The Common Council of the City of Watertown, pursuant to Section 66.0307(4)(d)1 of the Wisconsin Statutes, authorized approval and adoption of the final version of the Cooperative Boundary Adjustment Agreement with the Town of Emmet, which is the subject matter of this proceeding, on August 5, 2014.

9. The Town Board for the Town of Emmet, pursuant to Section 66.0307(4)(d)1 of the Wisconsin Statutes, authorized approval and adoption of the final version of the Cooperative Boundary Adjustment Agreement with the City of Watertown, which is the subject matter of this proceeding, on August 11, 2014.

10. The authorized officials of the City of Watertown and Town of Emmet signed and implemented the Cooperative Boundary Adjustment Agreement on September 29, 2014, the effective date of the Agreement.

11. Your affiant has confirmed through personal contact with Cynthia Rupprecht, City Clerk-Treasurer of the City of Watertown, and with Jackie Welke, Town Clerk of the Town of Emmet, that within thirty (30) days of the dates of passage of the Resolutions adopting the final plan version of the Cooperative Boundary Adjustment Agreement by The City of Watertown on August 5, 2014 and Town of Emmet on August 11, 2014; neither Clerk received a petition signed by qualified electors of their respective jurisdictions to hold an advisory referendum on the Cooperative Boundary Adjustment Agreement, pursuant to Section 66.0307(4)(e) of the Wisconsin Statutes.

12. Your affiant has confirmed through personal contact with Cynthia Rupprecht, City Clerk-Treasurer of the City of Watertown, and with Jackie Welke, Town Clerk of the Town of Emmet, that within thirty (30) days of the date of the joint public hearing held in this matter on June 17, 2014 and prior to the passage of the Resolutions adopting the final plan version of the Cooperative Boundary Adjustment Agreement by The City of Watertown on August 5, 2014 and Town of Emmet on August 11, 2014; neither Clerk received a petition signed by qualified electors of their respective jurisdictions to require the final vote for adoption of the Cooperative Boundary Adjustment Agreement be approved by a supermajority of the respective governing



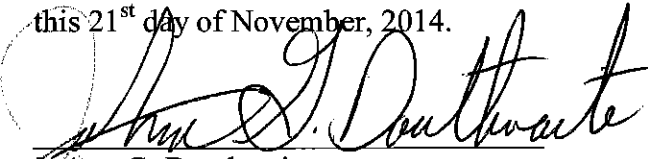
bodies of each participating municipality, pursuant to Section 66.0307(4)(d)(2.) of the Wisconsin Statutes.

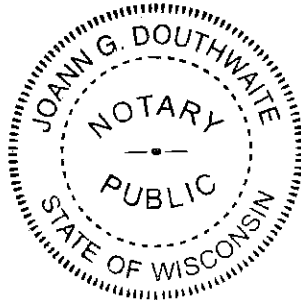
**WHEREAS**, the Cooperative Boundary Adjustment Agreement, having been duly adopted by both the City of Watertown and the Town of Emmet, is being submitted for approval to the Municipal Boundary Review Bureau of the Wisconsin Department of Administration, pursuant to Section 66.0307(4)(f) and (5) of the Wisconsin Statutes, and this Affidavit is in support of such submission as to the matters contained herein.

**DATED** at Watertown, Wisconsin this 21st day of November 2014.

  
Thomas J. Levi

Subscribed and sworn to before me  
this 21<sup>st</sup> day of November, 2014.

  
JoAnn G. Douthwaite  
Notary Public  
Jefferson County, Wisconsin  
My commission expires: 4-23-17



**COMMON COUNCIL MEETING**  
**TUESDAY, JUNE 17, 2014**  
**7:00 P.M. - COUNCIL CHAMBERS – MUNICIPAL BUILDING**

**CALL TO ORDER**

**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**MINUTES OF COUNCIL MEETING HELD:** June 3, 2014

**COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT**

**PUBLIC HEARING:**

\*\*\*Joint Public Hearing on Watertown-Emmet Co-operative Plan & Boundary Adjustment Agreement.

**COMMITTEE REPORTS:** Finance Committee June 2, 2014

Public Works Commission June 10, 2014

**OLD BUSINESS:** *"NONE - No noticed agenda items (per Wis. Stat. sec. 19.84(2))".*

**COMMUNICATION & RECOMMENDATIONS:**

1. Disallowance of Claim from Statewide Services, Inc.
2. Various Appointments

**NEW BUSINESS:** *"NONE - No noticed agenda items (per Wis. Stat. sec. 19.84(2))".*

**ACCOUNTS PAYABLE**

**REPORTS & MISCELLANEOUS BUSINESS:**

Board of Health May 15, 2014

Board of Review June 11, 2014

Community Development Authority May 15, 2014

Library Board May 8, 2014

Licensing Board June 11, 2014

Plan Commission June 9, 2014

Police & Fire Commission June 9, 2014

Reserve Balances for Period Ending May 31, 2014

**LICENSES:**

Exhibit A – New applications for Beverage Operator Applications

Exhibit B – Renewal applications for Beverage Operator Applications

Exhibit C – New & Renewal applications for "Class A & B" malt & liquor and "Class C" wine licenses

Exhibit D – Renewal applications for Music Licenses

Exhibit E – Renewal of Secondhand Dealer Licenses



Special Event license, American Legion, Riverside Park, July 3-5, 2014

**ORDINANCES:**

	<b><u>SPONSOR</u></b>	<b><u>COMMITTEE</u></b>	<b><u>READING</u></b>
ORD. #14-17 – Cr. Sect. 9.01(3)(l) Temp. Operators License	Mayor David	Licensing	1 <sup>st</sup>
ORD. #14-18 – Approve Planned Unit Development for various Marquardt properties	Mayor David	Plan Comm.	1 <sup>st</sup>
ORD. #14-19 – No parking on east side of Chenango Street	Ald. Zgonc	Public Safety	1 <sup>st</sup>

**RESOLUTIONS:**

	<b><u>SPONSOR</u></b>	<b><u>COMMITTEE</u></b>
Exh. #8054 – Waiving 1% Rule for Bethesda Lutheran Communities	Mayor David	Plan Commission
Exh. #8055 – Authorize Charles Stocks Masonry to repair façade at 300 E. Main St.	Mayor David	Finance Committee
Exh. #8056 – Purchase Power Cot & Stair Chair from Stryker for \$19,529.00	Mayor David	Finance Committee
Exh. #8057 – Providing for Moratorium on Collection of Sewer Impact Fees	Mayor David	Finance Committee
Exh. #8058 – Approve Marquardt Village Precise Implementation Plan (PIP)	Mayor David	Plan Commission
Exh. #8059 – Approve WWTP 2013 Compliance Maint. Annual Report (CMAR)	Ald. Berg	Public Works
Exh. #8060 – Contract with Crane Engineering for Final Clarifier #2 repair work	Ald. Berg	Public Works

**COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT**

**ADJOURNMENT**

Any invocation that may be offered before the official start of the Council meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the religious beliefs or views of this, or any other speaker.”

## **COUNCIL PROCEEDINGS**

Mayor David called the regular meeting of the Common Council of the City of Watertown to order at 7:00 p.m. on Tuesday, June 17, 2014, in the Council Chambers at City Hall.

### **ROLL CALL**

Roll call showed the following members present: Alderpersons Berg, Larsen, Zgonc, Coughlin, Tietz, Maron and Romlein. (7) Absent: McFarland and Smith (2). Also present were Fire Chief Greg Michalek, Police Chief Tim Roets, City Attorney Will Gruber, City Engineer Jaynellen Holloway and Deputy Clerk/Treasurer Elissa Meltesen.

### **PLEDGE OF ALLEGIANCE**

The Council recited the Pledge of Allegiance to the American flag.

### **MINUTES OF PRECEDING MEETING**

Mayor David inquired if there were any additions or corrections to the minutes of the meeting held Tuesday, June 3, 2014. There being no additions or corrections, the minutes were approved as published.

### **COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT**

Susan Dascenzo representing the Watertown Chamber of Commerce and Main Street Program introduced several business representatives that accompanied her to the meeting. Dascenzo spoke about the Watertown High School Greenhouse Management Program's downtown planting and the Leadership Watertown program. Leadership Watertown is seeking ideas from the community for a Community Volunteering Day.

Deborah Brown, 1403 Coventry Drive, was present and spoke in opposition to waiving the 1% rule for Bethesda Lutheran Communities. Brown questioned the number of community based residential facilities in her neighborhood and stated they should be distributed more throughout the community. She added concerns over group home employees smoking, additional vehicles in the area and tall garages to accommodate transport vehicles.

Steven Cassata, 1203 Schuman Drive, was present and also spoke in opposition to waiving the 1% rule for Bethesda Lutheran Communities. Cassata estimated the concentration of group homes in his neighborhood will be 15-20% once the planned homes are constructed. Cassata stated that Bethesda and the City had not contacted him to discuss the group homes in the neighborhood.

Matthew Mauthe representing Marquardt Village was present and spoke regarding the planned development for Marquardt Village. Mauthe stated Marquardt Village has been planning for redevelopment for two years and has served the community for 45 years. He added Marquardt Village has worked to be transparent about the development and is making a major investment to improve the campus.

Steve Roets, 813 Werner Street, was present and spoke in opposition to the Marquardt Village project. Roets commented that he has concerns over the use of Anne and Perry Streets, reduction in property values and parking problems during Riverfest.

Kim Erdmann representing the Watertown Economic Development Organization was present and spoke in favor of the Marquardt Village project. Erdmann stated Marquardt Village is important to the community in terms of employment in the area as well as providing healthcare and wellness to those they serve.

Tom Pederson, 901 Werner Street, was present and spoke in opposition to the Marquardt Village project. Pederson stated he has questions and concerns about the project including the proposed use of Anne Street, employee parking areas, sidewalk installation, tree loss due to the project, Riverfest parking and semi trucks delivering to Marquardt Village in the early morning hours.

Beth Stuart, 1307 Schuman Drive, was present and spoke in opposition to waiving the 1% rule for Bethesda Lutheran Communities. Stuart stated that while the group homes may be good neighbors she has concerns over more

vehicles in the neighborhood and increased traffic. Stuart added that she feels group homes are being sneaked in and that the neighborhood is becoming saturated with group homes.

Mary Moldenhauer, 1107 S. Tenth Street, was present and spoke in favor of the Marquardt Village project. Moldenhauer stated she is a 42-year employee with Marquardt Village and requested the Council allow Marquardt to continue to grow and progress. She added that memory care facilities are very important in today's world and the project will continue the teamwork and longevity of Marquardt Village.

Craig Godfroy, 1418 Timber Ridge Trail, was present and spoke in opposition to waiving the 1% rule for Bethesda Lutheran Communities. Godfroy stated the group homes should be more spread out in the community.

Mike Hoppenrath, 1302 Newcastle Court, was present and spoke in favor of Ordinance 14-17 Temporary Operator Licenses. Hoppenrath asked the Council to support this ordinance change to ensure Riverfest and other non-profit events are able to comply with requirements to have licensed bartenders at their events.

Cathy Egan, 1204 Riverview Lane, was present and spoke in favor of waiving the 1% rule for Bethesda Lutheran Communities. Egan stated her daughter is a resident of Bethesda and that in the past she has been a neighbor to a number of group homes and has never experienced problems with them. She stated she believes Bethesda is committed to taking good care of the group home properties.

Scott Kreilkamp, 1423 Timber Ridge Trail, spoke in opposition to waiving the 1% rule for Bethesda Lutheran Communities. Kreilkamp stated concerns over moving businesses into a residential area, effect on property values in the neighborhood, additional vehicles parked on the street. Kreilkamp requested that Bethesda group homes follow the same restrictions as the other homes in the subdivision.

Gretchen Block, representing Bethesda Lutheran Communities, spoke in favor of waiving the 1% rule for Bethesda Lutheran Communities. Block stated she understands change can be scary for everyone and the Bethesda intends to be a good neighbor. Block encouraged neighbors of group homes to contact Bethesda to let them know if they are not doing so and said she looks forward to assisting residents in their transition to group homes.

Beth Stuart, 1307 Schuman Drive, spoke again and stated that neighbors are not afraid of people with disabilities but wants to know why there are so many in one neighborhood.

Kendall Bocher representing Bethesda Lutheran Communities was present and stated that all group homes are approved by the subdivision committee prior to construction. She added that Bethesda needs lots of a minimum size to construct a group home and a limited number of properties in the area meet their needs.

Craig Godfroy, 1418 Timber Ridge Trail, spoke again and stated that Bethesda has been offered other lots.

#### **PUBLIC HEARING**

Town of Emmet Chairperson, Bill Nass called the Town of Emmet meeting to order at 7:35 p.m.. Mayor David declared open the joint public hearing between the Watertown City Council and Emmet Town Board at 7:35 p.m. to consider the Watertown – Emmet Co-operative Plan and Boundary Adjustment Agreement. There being no persons wishing to comment, Mayor David closed the public hearing at 7:36 p.m. The Emmet Town Board adjourned its meeting at 7:37 p.m.

#### **COMMITTEE REPORTS**

The following reports were presented and contained the following items:

**FINANCE COMMITTEE, June 2, 2014.** 1. Repair of the Book World building. Three quotes were received for repairs. A motion was made and seconded to recommend accepting the low bid from Charles Stocks Masonry in the amount of \$8,500.00. A resolution will be presented. 2. Quotes for new radio system. Radio Consultant Ralph Evans, Police Chief Roets, Fire Chief Michalek, and Police Captain Kaminski were present to explain the status of the project.

The Radio System Committee will report on bids at a future Finance Committee meeting. **3. DigiCorp Back-up and Recovery Proposal for city wide network.** Due to the recent failure of the existing backup system, four options were presented to the Finance Committee. A motion was made and seconded to recommend option four in the amount of \$35,501. A resolution for a budget amendment will be presented to the Council. **4. Discussion of impact fee proposal.** At a prior meeting, the Finance Committee directed Mayor David to re-propose a moratorium on impact fees leaving the parkland improvement portion of the fee intact but eliminating sewer connection fees. A motion was made and seconded to recommend eliminating the sewer connection fee portion of the impact fees for four years. A resolution will be presented. **5. Fire Department purchase of cot and stair chair** Fire Chief Michalek is proposing this purchase for the new ambulance. A motion was made and seconded to recommend moving forward with this budgeted purchase. A resolution will be presented.

**PUBLIC WORKS COMMISSION, June 10, 2014. 1. Approve Final Clarifier Rehabilitation bids.** Kevin Freber presented information related to the need for repairs/painting to Final Clarifier #2 at the Wastewater Treatment Plant. Freber explained this job came in \$18,000 over the budgeted amount so he plans to forego other purchases budgeted for 2014 in order to complete this project. A motion was made and seconded to recommend accepting the bid from Crane Engineering at \$118,370.00. A resolution will be presented. **2. Approve annual Compliance Maintenance Annual Report (CMAR).** Kevin Freber presented the 2013 CMAR reflecting excellent grades in all areas evaluated by the report. A motion was made and seconded to approve the 2013 CMAR.

#### **COMMUNICATIONS AND RECOMMENDATIONS FROM THE MAYOR**

Mayor David presented a letter from Statewide Services, Inc. recommending disallowance of the claim made by Daniel McBride, 307 ½ College Avenue, Watertown, Wisconsin 53094. Motion was made to disallow the claim by Alderperson Berg, seconded by Alderperson Coughlin and carried on a roll call vote. Yes – 7. No – none.

Mayor David presented appointments to the Library Board: Carrie Uttech, 28 Stimpson Street - first term; Rebecca Mankins, 103 West Haven Drive - first term; and Cindy Gremmels, N1517 Country Club Lane - second term. Motion was made to approve appointments as presented by Alderperson Coughlin, seconded by Alderperson Maron and carried on a roll call vote. Yes – 7. No – none.

#### **ACCOUNTS PAYABLE**

Certified accounts in the amount of \$507,236.91 were presented for payment. Alderperson Romlein moved to pay all certified accounts, seconded by Alderperson Tietz and carried on a roll call vote: Yes – 7. No – none. (Complete listing of accounts payable is on file and open for public inspection in the office of the City Clerk/Treasurer.)

#### **REPORTS AND MISCELLANEOUS BUSINESS**

The following reports were presented: Board of Health – May 15, 2014. Board of Review – June 11, 2014. Community Development Authority – May 15, 2014. Public Library Board of Trustees – May 8, 2014. Licensing Board – June 11, 2014. Plan Commission – June 9, 2014. Police and Fire Commission – June 9, 2014. Reserve Balances for the period ending May 31, 2014.

#### **LICENSES**

The following licenses were presented: **Exhibit A, New Beverage Operator Applications for year ending June 30, 2015** - Cody J. Acevedo, 811 Vine St, Wttn, WI; Jenna M. Arndt, 334 West St, Johnson Creek, WI; Tammera Bates, 712 S. 5<sup>th</sup> St, Wttn, WI; Linda D. Bell, 1142 Boughton #9, Wttn, WI; Joseph P. Betka N71W35691 Mapleton Lk Dr, Ocon, WI; Hunter J. Brusenbach, 904 Shamrock Ln, Wttn, WI; William P. Caudle II, 213 Sunnyfield Ct, Jnit D, Wttn, WI; Kristin R. Conlan, 431 ½ N. Sanborn Ave., Jefferson, WI; Kirsten L. Eckert, 713 Pheasant Run, Wttn, WI; Caleb M. Gartner, 1509 S. 3<sup>rd</sup> St, Wttn, WI; Dawn M. Gehler, 808 Vine St, Wttn, WI; Stacey L. Haenel, 1002 Jones St,

Wttn, WI; Cheryl K. Hanke-Kramer, 1504 Greencrest Dr, Wttn, WI; Cathy R. Henson, 211 ½ Market St, Wttn, WI; Brooke L. Hoida, 615 N. Church St, Wttn, WI; Lucas J. Hrobsky, 130 Serenity Oaks Terr, Wttn, WI; Michael S. Huebner, 409 S. 6<sup>th</sup> St, Wttn, WI; Debra L. James, 219 Air Park Dr, #H7, Wttn, WI; Jasmine B. Jasso, 811 Vine St, Wttn, WI; Amanda N. Kaiser, 1117 Center St, Wttn, WI; Leslie A. Kemppainen, 1005 Clement St, #B, Wttn, WI; Brian D. Konz, 514 Oak Park Ave, Wttn, WI; Kim Marie Krueger, 312 North Ave, Wttn, WI; Dawn M. Lamp, 221 E. Leonard St, Wttn, WI; Jill M. Lehmann, 14 Pawnee St, Wttn, WI; Samuel Edward Paul Lindemann, 109 Fairview St, Wttn, WI; Michelle L. Maegli, 906 Wisconsin St, Wttn, WI; Barbara A. Magsamen, P.O. Box 258, Wttn, WI; Nichole M. Marmes, 106 Fairview St, Wttn, WI; Janice L. Olson, 225 Air Park Dr, #9, Wttn, WI; Lisa M. Percy, 913 N. Spring St, #106, Beaver Dam, WI; Jodi E. Pernat, 1406 S. 9<sup>th</sup> St, Wttn, WI; Alyssa M. Peterson, 151 Serenity Oaks Terrace, Wttn, WI; Kimberlee J. Rickerman, N8596 Kasten Ln, Wttn, WI; Ashley M. Rogers, 704 N. 2<sup>nd</sup> St, Wttn, WI; Tia L. Rosenow, 415 S. Water St, #202, Wttn, WI; Amanda Jo Rumisek, 209 Redwood Ln, #2, Wttn, WI; Carrie A. Schmidt, 205 S. Washington St, Wttn, WI; Andrew J. Schwochert, 112 ½ S. 3<sup>rd</sup> St, Wttn, WI; Lindsey E. Skladanek, 713 Market St, Wttn, WI; Suzanne M. Stankus, 213 Sunnyfield Ct, Unit D, Wttn, WI; Micah T. Torgerson, 1304 Davies Ct, Wttn, WI; Colton K. Weller, 221 Brad St, Johnson Creek, WI; Tracy M. Wendt, 1109 Sand St., Wttn, WI; Emily Ann Westenberg, W4580 Hwy. CW, Wttn, WI; Carla J. Witte, 533 Milford St, Wttn, WI; Nick A. Witte, 533 Milford St, Wttn, WI.

**Exhibit B, Renewal Beverage Operator Applications for year ending June 30, 2015** - JoAnn R. Angus, N8707 High Rd, Wttn, WI; Vickie L. Arndt, 217 College Ave, Wttn, WI; Marie Ann Baker, 700 S. 9<sup>th</sup> St, Wttn, WI; Torrey J. Barnes, 397 N. Oakwood Ave, Ocon, WI; Joshua T. Baumann, W393 N5701 Mary Ln, Ocon, WI; Jeanne M. Beranek, 1206 Schiller St, Wttn, WI; Robert N. Beres Jr., 1414 Timber Ridge Tr, Wttn, WI; Ashley R. Berry, 518 Grey Fox Run, Wttn, WI; Steven W. Block, 133 Dewey Ave, #11, Wttn, WI; Carol Lynn Bohlman, 214 E. Water St, Wttn, WI; Sharon K. Boley, 1214 N. 2<sup>nd</sup> St, Wttn, WI; Ronald D. Buchanan, 809 S. 9<sup>th</sup> St, Wttn, WI; Elizabeth L. Christian, 1105 Bayberry Dr, Wttn, WI; Jessica B. Christian, 521 Sweetbriar Ln, Wttn, WI; Mary R. Christian, 1105 Bayberry Dr, Wttn, WI; Jessica S. Clyde, 905 N. Water St, Wttn, WI; Mayra A. Contreras, 1017 Wilbur St, Wttn, WI; Erin M. Davison, 301 Western Ave, Wttn, WI; Jimie D. Deegan, 731 Fairway Circle, Jefferson, WI; Theresa M. Deegan, 731 Fairway Circle, Jefferson, WI; Amy L. Doman, 3187 Conservatory Estates Ln, Sun Prairie, WI; Richard D. Doman, N2112 Hwy M, Wttn, WI; Donald J. Duesterbeck, 409 S. Washington St, Wttn, WI; William J. Ebert, 948 W. Main St, Wttn, WI; Geoffrey J. Eckhardt, 122 Scot St., Wttn, WI; Taylor A. Egnarski, 613 N Church St, Wttn, WI; Wendy S. Eske, 200 Wisconsin St, Wttn, WI; Lisa Joan Faltersack, W5903 E. Clymet Rd, Wttn, WI; Amber Lee Fink, W3351 Saucer Dr, Wttn, WI; Paul Thomas Fink, W3351 Saucer Dr, Wttn, WI; Beth R. Forsman, 1212 Randolph St, Wttn, WI; Theodore James Frank, 915 E. Cady St, Wttn, WI; Zackary L. Fraser, 306 ½ E. Main St, #B, Wttn, WI; Samuel J. Galaviz, N1028 CTH. M, Wttn, WI; Alicia K. Galioto, 606 Bridlewood Ln, Wttn, WI; Tricia R. Gallmann, 220 Emerald St, Wttn, WI; Janis R. Garland, 214 Emerald St., Wttn, WI; Kayla C. Gerek, 1223 Oak St, Wttn, WI; Thomas J. Godfroy, 213 Norma Dr, Wttn, WI; Jose Alfredo Gonzalez, 406 Baxter St, Wttn, WI; Nicole L. Grehn, 580 W. Riverwood Dr, #511, Oak Creek, WI; Deloris D. Griep, 213 Arcade Ave, Wttn, WI; Colleen E. Grofelueschen, 621 Sweetbriar Ln, Wttn, WI; Steven R. Haberkorn, 506 W. Cady St, Wttn, WI; Thomas P. Hahn, 1318 Louisa St, Wttn, WI; Kathleen M. Haley-Rehbaum, 214 ½ S. 4<sup>th</sup> St, Wttn, WI; Gail J. Hall, 1304 Mary St, Wttn, WI; Jennifer R. Hanfler-Knutowski, 122 Milwaukee St, #3, Johnson Creek, WI; Sally S. Heiser, 1313 Oak St, Wttn, WI; Jordan M. Held, 632 Sweetbriar Ln, Wttn, WI; Gerald L. Hepp, 1616 Lakeside Terr, Wttn, WI; Amanda J. Hookstead, 1102 Oak St, Wttn, WI; Michael H. Hoppenrath, 1302 Newcastle Ct, Wttn, WI; Harvey H. Hrobsky Jr., 222 N. Water St, Wttn, WI; Sheila A. Jacobson-Gaines, 720 Sandpiper Trl, #205, Cottage Grove, WI; Sandra K. Jerabek, 115 Comenius Ct, Wttn, WI; Shelly L. Joffiffe, 615 South St, Wttn, WI; Richard A. Jozefowski, 222 N. Washington St, Wttn, WI; Michele Justin-Behm, 1011 S. 7<sup>th</sup> St, Wttn, WI; Chelsea R. Kemmerling, 448 S. Concord Ave, Wttn, WI; Randy J. Kleba, 604 Deer Trail, Wttn, WI; Kelly L. Koepsell, 1051 Clement St, Wttn, WI;

Eugene C. Klopstein, 105 Adam Ct, Wtn, WI; Brandon L. Kracht, 110 S. 2<sup>nd</sup> St, Wtn, WI; Megan Kraemer, 202 Oak Hill Ct, Wtn, WI; Michael P. Kraemer, 1405 Kensington Ct, Wtn, WI; Donald P. Kwapil, 406 Carl Schurz Dr, Wtn, WI; Jon D. Lamp, 1106 E. Main St, Wtn, WI; Lisa S. Larsen, 1208 S. 3<sup>rd</sup> St, Wtn, WI; Cheryl M. Lasanske, 1011 Oak St, Wtn, WI; Sally A. Leis, N1447 Second Street Rd, Wtn, WI; Bradford J. Lemke, 1510 Greencrest Dr, Wtn, WI; Jennifer L. Lemke, 1510 Greencrest Dr, Wtn, WI; Linda K. Lippens, 1128 River Drive, Wtn, WI; Karen M. MacArthur, P.O. Box 165, Ixonia, WI; Michael J. Makovec, 1413 Utah St, Wtn, WI; Sharon Y. Makovec, 1413 Utah St, Wtn, WI; Diane Kay Mallow, W7733 Provimi Rd, Wtn, WI; Kelly L. Mallow, 1319 Randolph St, Wtn, WI; Nicole M. Mallow, 213 N. Church St, Wtn, WI; William J. Maron, 701 Crestview Dr, Wtn, WI; Amanda J. Matz, 114 N. 10<sup>th</sup> St, Wtn, WI; Beverly J. Miller, 1407 S. 9<sup>th</sup> St, Wtn, WI; Lewis E. Miller, 916 Charles St, Wtn, WI; Michelle M. Mohr, 1011 ½ Western Ave, Wtn, WI; Shawn J. Moran, 515 W. Main St, Wtn, WI; Jenna Morris, 1007 Western Ave, Wtn, WI; Richard F. Mueller, 1325 Center St, Wtn, WI; Allison M. Narlock, 618 S. 12<sup>th</sup> St, Wtn, WI; Philip M. Nehls, 612 N. Juneau, Hustisford, WI; Debra A. Neitzel, N95W39621 Evergreen Rd, Ixonia, WI; Ann Marie Noltner, 215 Margaret St, Wtn, WI; Carla Rae D. Oestreich, 501 N. Washington St, Wtn, WI; Mary F. Oestreicher, 1437 Oconomowoc Ave, Wtn, WI; Marissa J. Otterstatter, N9220 Donald Ln, Wtn, WI; Joseph M. Penza, 315 North Ave., Wtn, WI; Lisa M. Perschke, 304 S. 8<sup>th</sup> St, Wtn, WI; Christopher J. Pirkel, 1326 Colonial Dr, Wtn, WI; John E. Pirkel, 912 Vine St, Wtn, WI; Thomas C. Placek II, 205 Margaret St, Wtn, WI; Richard W. Plenkens, 720 Belmont Dr, Wtn, WI; James A. Proffitt, 216 N. Watertown St, Johnson Creek, WI; Carleen K. Rettschlag, 406 Lincoln St, Wtn, WI; Joseph A. Reuter, 2504 Algoma Terr, Waukesha, WI; Tara J. Rex, 600 ½ N. 2<sup>nd</sup> St, Wtn, WI; Peter C. Richter, 413 N. Monroe St, Wtn, WI; Jacquelyn S. Roethle, 1313 N. 2<sup>nd</sup> St, Wtn, WI; Mark S. Rosenow, 1400 Neenah St, Wtn, WI; Lucas S. Ruehlw, 409 S. Washington St, Wtn, WI; Sarah E. Saniter, 1002 Lyndell St, Wtn, WI; David C. Saxby, 1009D Clement St, Wtn, WI; Dale R. Schauer, 206 Mary St, Watertown, WI; Robert L. Schmidt, N8042 High Rd, Wtn, WI; Erin L. Schroeder, 1411 S. 10<sup>th</sup> St, Wtn, WI; Thomas G. Schubert, 901 Liberty Lane, Wtn, WI; Barbara J. Schuett, 401 S. 5<sup>th</sup> St, Wtn, WI; Garrett W. Schuett, 226 N. Maple St, Wtn, WI; Tamara Ann Schuett, W8002 W. Clymet Rd, Wtn, WI; Ann R. Schwartz, 418 College Ave, Wtn, WI; Barbara J. Schwefel, 1149 Bayberry Dr, Wtn, WI; Julie A. Simon, 211 E. Green St, Wtn, WI; Tamara J. Simons, 409A S. 3<sup>rd</sup> St, Wtn, WI; Mary E. Smith, 217 S. 1<sup>st</sup> St, Wtn, WI; Lisa I. Stafford, 878 Hickory Ct, Wtn, WI; Lisa M. Stahl, W3266 East Gate Dr, Lot 22, Wtn, WI; Floyd E. Stai, 1314 Dakota St, Wtn, WI; Shawn J. Stangler, 1177 N. 4<sup>th</sup> St, Wtn, WI; Sterling S. Stangler, 1029 Motor Ave, Waukesha, WI; Suzanne M. Staude, 1616 Neenah St, Wtn, WI; Carol J. Stewart, 1609 Utah St, Wtn, WI; Susan R. Stork, 1660 S. Church St, #374, Wtn, WI; Audra L. Thomas, 626 Cole St, Wtn, WI; David R. Tietz, N8825 Overland Dr, Wtn, WI; Tammy Vesper, 238 Jefferson St, Johnson Creek, WI; Jennifer E. VonRueden, W7894 Cty Q Rd, Wtn, WI; Adam J. Wagner, W5714 West Rd, #2, Wtn, WI; John J. Wanke, 1413 Randolph St, Wtn, WI; Ben C. Wegner, 1008 S. 9<sup>th</sup> St, Wtn, WI; Franklin A. Wegner, 1100 Oak St, Wtn, WI; Nathan L. Wegner, N9526 Hwy Q, Wtn, WI; Jennifer L. Weihert, W4498 Emerald Dr, Wtn, WI; Rachel K. Weinheimer, W7153 CTH KW, Juneau, WI; Richard W. Wendt, 120 N. Marion Ave, Jefferson, WI; Rebecca L. Wenger, 205 Wendy Ln, Johnson Creek, WI; Jean A. Werner, 1102 Oak St, Wtn, WI; Gary D. Wilson, 1424 E. Main St, #5, Wtn, WI; Tammy M. Winkelman, N530 County Rd EM, Wtn, WI; Rylee R. Wolfe, 108 N. Warren St, Wtn, WI; Michelle L. Wolff, P.O. Box 153, Clyman, WI; Robie A. Wolter, 1211 Louisa St, Wtn, WI; Cari A. Wuestenberg, 216 Riverlawn Ave, Wtn, WI; Clarence Zabel, 701 N. Church St, Wtn, WI; Eugene R. Zautner, 1108 Ruth St, Wtn, WI; Melissa A. Zimmerman (Jung), 618 N. Harding St, Ocon, WI; Debbie A. Zurheide, 760 Nelson Ln, Wtn, WI; Jacy M. Zurheide, 760 Nelson Ln, Wtn, WI. **Exhibit C, New and Renewal Applications for "Class A & B" Malt and Liquor and "Class C" Wine Licenses for year ending June 30, 2015 – "CLASS B" MALT AND LIQUOR: 3<sup>rd</sup> Street Tap – B&J Enterprises LLC (William P. Caudle, Agent), 215 S. Third Street; Amado's Restaurant – Amado's Restaurant, Inc. (Mary Beth Fuentes, Agent), 403 E. Main Street; American Legion -- Pitterle Beaudoin Post #189 (Ken**



Zindars, Agent), 206 S. First Street; Applebee's Neighborhood Grill & Bar – Apple Hospitality Group, LLC (Blake Fahser, Agent), 1504 S. Church Street; Baba's Thirsty Rhino – Beauther, Inc. (Andy Rosenow, Agent), 222 W. Main Street; Bigg's Bar and Grill, Gregory A. Beranek, 1217 River Drive; Bismarck's Bar & Grill – Craig and Jeff Perschke, LLC (Craig Perschke, Agent), 103/105 E. Main Street; Corralejo Night Club, Silvia Reynolds, 207 S. Third Street; Deeg's Mexican & American Food – Deeg's Mexican & American Food, LLC (Jimie D. Deegan, Agent), 1002 W. Main Street; Dew Drop Inn Cigar Bar – Tequila Nights, Inc. (Radomir Buzdum, Agent), 1027 N. Fourth Street; El Mariachi – El Mariachi Mexican Restaurant, LLC (Mario Hernandez, Agent), 1694 S. Church Street; Elias Inn – Elias Inn, Inc. (Greg C. Schroeder, Agent), 200 N. Second Street; Elk's Lodge – B.P.O. Elks Lodge #666 (Ronald Maas, Agent), 117 N. First Street; Firecracker Pub – Firecracker, LLC (Allison G. Dobbin, Agent), 516 E. Main Street; Firehouse Lanes Bar & Grill, Randall & Gloria Kuckkan, 125 N. Water Street; 4 of a Kind, Debra Fink, 109 S. Third Street; Gasthaus – Wade Creek Investments LLC (John Ashworth, Agent), 1500 Bridge Street; H<sub>2</sub>O Food and Entertainment – El Centenario LLC (Anastacio Vega, Agent), 301/305 E. Main Street; Heritage Inn Hotel – Heritage Inn Hotel, LLC (Donald L. Johnson, Agent), 700 E. Main Street; Iron Horse Saloon, Cheryl Lynn St. John, 715 W. Main Street; JAKS Korner Bar – JAKS Korner Bar, LLC (Kathy Proffitt, Agent), 200 S. Third Street; Just One More, Lawrence Michael DeValkenaere, 601 N. Second Street; Kathy's Buffalo Bar – Kathy's Buffalo Bar, LLC (Kathy Blaeske, Agent), 814 N. Church Street; Kraemer Wisconsin Cheese, Ltd. – Kraemer Wisconsin Cheese, Ltd. (Richard Kraemer, Agent), 1173 N. Fourth Street; Kris's–Kris's, LLC, (Kristine K. Endel-Maier, Agent), 114 N. Water Street; LaFinca de Adove Mexican Restaurant & Bar, Frutoso Benitez-Garcia, 302 E. Main Street; Lindberg's by the River – Jeory, Inc. (Josephine Lindberg, Agent), 1413 Oconomowoc Avenue; Lyons Irish Pub – Lyons Irish Pub, LLC, (Jim Baade, Agent), 201/203 E. Main Street; M & M Bar, Jacqueline English, 617 S. First Street; Maria's Taqueria Bakery – El Tamaulipeco, LLC (Luis Saldivar, Agent), 311 S. First Street; Market Street Inn, Michael J. Henson, 211 Market Street; Moose Lodge – Loyal Order Of Moose Lodge #830 (Tom Godfroy, Agent), 1222 Juneau Street; On the Rock Restaurant – On the Rock Restaurant, LLC, (John F. Bendall, Agent), 1601 East Gate Drive; Plattdeutscher Verein – Plattdeutscher Verein, Inc. (Samuel B. Stangler, Agent), 115 S. Second Street; Riverview Water Trap, Timothy A. Bergdoll, 1022 N. Fourth Street; R.J.'s – Splash Martini Bar LLC (Richard J. Reinert, Agent) 110-112 S. Third Street; Rock River Pizza Co. – RMT Restaurants, LLC (Randall Trella, Agent), 100 E. Madison Street; Rose Garden Café & Pizzeria – Sarasota Inc. Corp. (Fatmir Suloja, Agent), 500 Bernard Street; Rusty Nail – Jeff & Betty Schoechert, LLC (Betty Schoechert, Agent), 625 N. Church Street; Silver Eagle Saloon, Steven Hepp, 207 S. Second Street; Sonder Martini Lounge & Coffee Bar LLC (Sabrina Busch, Agent), 210 S. Water Street; Stacey's – Stacey Lee, LLC (Stacey L. Haenel, Agent), 501 N. Fourth Street; Steakfire Restaurant – Steakfire Restaurant, Inc. (Daniel Rinka, Agent), 1726 S. Church Street; Turner Hall – Watertown Gymnastic Association, Inc. (Andrew Tessmann, Agent), 301 S. Fourth Street; The "Uptown" of Watertown – Uptown of Watertown LLC (Nicole M. Smith, Agent), 416 E. Main Street; Watertown Country Club – Watertown Country Club, Inc. (Chris Giese, Agent), 1340 N. Water Street; Watertown Bowl 18 – Watertown Bowl, Inc. (Denise Richter, Agent), 102 W. Cady Street; Watertown Bowl North – Watertown Bowl, Inc. (Diane Mallow, Agent), 766 N. Church Street; Why Not?, Jay A. Borstad & Linda A. Borstad, 221 W. Main Street; Yanger's, Cheng Yang & Xao Yang, 300 N. Fourth Street. **CLASS "A" MALT:** Bajwa Gas dba Clark, Gurpreet Singh Bajwa, 1429 E. Main Street; Church St. Shell – Church Street Investments of Watertown LLC (Genna Gedig, Agent), 423 S. Church Street; Dollar General Store #6887 – Dolgencorp LLC (Cynthia Sayles-Albers, Agent), 105 S. Eighth Street; Kwik Trip #354 – Kwik Trip, Inc. (Linda K. Lippens, Agent), 1731 S. Church Street; Kwik Trip #658 – Kwik Trip, Inc. (Anne M. Swisher, Agent), 900 W. Main Street; LaHispana – LaHispana LLC (Lid Hemelda Tejeda, Agent), 208 S. Third Street; Rapid Mart of Watertown – Rapid Mart of Watertown LLC (Christopher Goeman, Agent), 330 Summit Avenue; Sherry Gas dba Clark, Gurpreet Singh Bajwa, 1000 S. Third Street; Speedway #4178 – Speedway LLC (David J. Griffin, Agent), 104

N. Church Street; United Cooperative dba Cenex – United Coop (CONVENIENCE STORE) (David Cramer, Agent), 821 N. Church Street; Walgreens #5136 – WALGREEN CO. (Michael Stade, Agent), 301W. Main Street. **CLASS "B" MALT:** Domani Salon & Spa – Domani Salon & Spa, LLC (Tricia J. Voigt, Agent), 1149C Boughton Street; Driftwood Restaurant – Wade Creek Investments LLC (John W. Ashworth, Agent), 605 S. Church Street; Harvest Market – Watertown Regional Medical Center (Justin Johnson, Agent), 125 Hospital Drive; Perkins – Midwest Restaurant Group, LLC (August Magestro, Agent), 1727 S. Church Street; Phil's Pizza -- Phil's Pizza Palace, Inc. (Heidi Theder Agent), 112 S. Second Street; Pizza Hut -- PH Hospitality Group, LLC (Kimberly Berquist, Agent), 1504 S. Church Street; Rosati's – Rosati's of Watertown, Inc. (Christopher J. Miers, Agent), 1907 Market Way; Sake House Restaurant – Sake House Watertown, LLC (Da Yu Zheng, Agent), 1506 S. Church Street; Tribeca GalleryCafe & Books – Crimson & Vexin, LLC (Julie Crnkovich, Agent), 401 E. Main Street; Watertown Archers – Watertown Archers, Inc. (Larry Rowoldt, Agent), 214 ½ Market Street; Watertown Baseball Association – Watertown Baseball Association, Inc. (Jason Ninmann, Agent), Washington Park Refreshment Stand. **"CLASS C" WINE:** Domani Salon & Spa – Domani Salon & Spa, LLC (Tricia J. Voigt, Agent), 1149C Boughton Street; Driftwood Restaurant – Wade Creek Investments LLC (John W. Ashworth, Agent), 605 S. Church Street; Harvest Market – Watertown Regional Medical Center (Justin Johnson, Agent), 125 Hospital Drive; Perkins – Midwest Restaurant Group, LLC (August Magestro, Agent), 1727 S. Church Street; Rosati's – Rosati's of Watertown, Inc. (Christopher J. Miers, Agent), 1907 Market Way; Sake House Restaurant – Sake House Watertown, LLC (Da Yu Zheng, Agent), 1506 S. Church Street; Tribeca GalleryCafe & Books – Crimson & Vexin, LLC (Julie Crnkovich, Agent), 401 E. Main Street. **"CLASS A" MALT AND LIQUOR:** Aldi #26 – Aldi, Inc. (Wisconsin), (Rebecca Schinschke, Agent), 1520 S. Church Street; Breselow's Family Market – Breselow's Family Market, LLC (Dennis F. Breselow, Agent), 100 E. Cady Street; Justman's Liquor – Justman's Liquor, LLC (Dean A. Lenius, Agent), 200 S. Fourth Street; Pick'n Save #6888 -- Mega Marts, LLC (Donald Klug, Agent), 624 S. Church Street; United Cooperative – United Coop (LIQUOR STORE) (David Cramer, Agent), 821 N. Church Street; Wal-Mart Supercenter #1776 -- Wal-Mart Stores East, LP (Jessica M. VanBuren, Agent), 1901 Market Way; Watertown Piggly Wiggly – Christian Bros. of Watertown LLC (Jeff Tate, Agent), 1330 Memorial Drive. **"CLASS A" LIQUOR (WINE):** Calico Cottage, Robert & Edna DeWitt, 500A Bernard Street; Generation Jewelers – Diamonds to Wine, LLC (David Beduze, Agent), 111 E. Main Street. **"CLASS A" MALT – DISTRIBUTOR:** River City Distributing -- River City Distributing Co., Inc. (Donald Kwapil, Agent), 1224 Clark Street. **Exhibit D, New and Renewal Music Licenses for year ending June 30, 2015 – 3<sup>rd</sup> Street Tap – B&J Enterprises LLC (William P. Caudle, Agent), 215 S. Third Street; Amado's Restaurant -- Amado's Restaurant, Inc. (Mary Beth Fuentes, Agent), 403 E. Main Street; Baba's Thirsty Rhino -- Beauther, Inc.. (Andy Rosenow, Agent), 222 W. Main Street; Bigg's Bar and Grill, Gregory A. Beranek, 1217 River Drive; Bismarck's Bar & Grill – Bismarck's LLC (Craig Perschke, Agent), 103/105 E. Main Street; Corralejo Night Club, Silvia Reynolds, 207 S. Third Street; Elk's Lodge -- B.P.O. Elks Lodge #666 (Ronald Maas, Agent), 117 N. First Street; Firecracker Pub – Firecracker, LLC (Allison G. Dobbin, Agent), 516 E. Main Street; 4 of a Kind, Debra Fink, 109 S. Third Street; H<sub>2</sub>O Food and Entertainment – El Centenario LLC (Anastacio Vega, Agent), 301/305 E. Main Street; Heritage Inn Hotel – Heritage Inn Hotel, LLC (Donald L. Johnson, Agent), 700 E. Main St.; JAKS Korner Bar – JAKS Korner Bar, LLC (Kathy Proffitt, Agent), 200 S. Third Street; Kathy's Buffalo Bar, LLC -- Kathy's Buffalo Bar, LLC (Kathy Blaeske, Agent), 814 N. Church Street; Kris's – Kris's LLC (Kristine K. Endel-Maier, Agent), 114 N. Water Street; LaFinca de Alove Mexican Restaurant & Bar, Frutoso Benitez-Garcia, 302 E. Main Street; Lindberg's by the River -- Jeory, Inc. (Josephine Lindberg, Agent), 1413 Oconomowoc Avenue; Lyons Irish Pub – Lyons Irish Pub, LLC (Jim Baade, Agent), 201/203 E. Main Street; Moose Lodge -- Loyal Order Of Moose Lodge #830 (Tom Godfroy, Agent), 1222 Juneau Street; On the Rock Restaurant – On the Rock Restaurant, LLC, (John F. Bendall, Agent), 1601 East Gate Drive; Plattdeutscher Verein -- Plattdeutscher Verein, Inc (Samuel B. Stangler, Agent), 115 S. Second Street; Rock River Pizza**

Co. – RMT Restaurants, LLC (Randall Trella, Agent), 100 E. Madison Street; Tribeca GalleryCafe & Books – Crimson & Vexin, LLC (Julie Crnkovich, Agent), 401 E. Main Street; Turner Hall -- Watertown Gymnastic Association, Inc. (Andrew Tessmann, Agent), 301 S. Fourth Street; The "Uptown" of Watertown – Uptown of Watertown LLC (Nicole M. Smith, Agent), 416 E. Main Street; Watertown Country Club -- Watertown Country Club, Inc.(Chris Giese, Agent) 1340 N. Water Street. **Exhibit E, Renewal of Secondhand Dealer Licenses** – Bradow Jewelers, 217 E. Main Street (Paul Bradow), Secondhand Jewelry Dealer License; Gamestop, 1905 Market Way (Bradley Menne), Secondhand Article Dealer License; Diamonds to Wine dba Generation Jewelers, 111 E. Main Street (David Beduze), Secondhand Jewelry Dealer License; Watertown Gold & Silver, 1402 S. Church Street (Kevin Mitchell), Secondhand Article Dealer License and Secondhand Jewelry Dealer License; MicroNet, 111 N. Fourth Street (Marcos M. Gallardo), Secondhand Article Dealer License; Pete's Coins, 612 W. Main Street (Peter A. Laehr), Secondhand Jewelry Dealer License. Alderperson Romlein moved to approve all licenses, seconded by Alderperson Tietz and carried on a roll call vote with Maron abstaining from approval of his own operator license but voting yes on all others. Yes – 7. No – none.

**Special Event license, for the American Legion, 4<sup>th</sup> of July Celebration, Riverside Park, July 3-5, 2014-**

Motion was made by Alderperson Tietz for the adoption of the license, seconded by Alderperson Maron and carried on a roll call vote. Yes – 7. No – none.

### **ORDINANCES**

**Ord. #14-17**, to create Section 9.01(3)(l), Temporary Operator's License, of Chapter 9 was presented. *Sponsor: Mayor David. From: The Licensing Board.* Alderperson Maron moved for the adoption of this ordinance on its first reading, seconded by Alderperson Larsen and carried on a roll call vote. Yes – 7. No – none.

**Ord. #14-18**, to approve a Planned Unit Development for various Marquardt properties situated on Bayberry Drive, Hill Street, Perry Street and Hidde Drive was presented. *Sponsor: Mayor David. From: The Plan Commission.* Alderperson Berg moved for the adoption of this ordinance on its first reading, seconded by Alderperson Tietz and carried on a roll call vote. Yes – 7. No – none.

**Ord. #14-19**, to recreate Section 7.09(1)(z-158), Chapter 7 Traffic Code to prohibit parking on the east side of Chenango Street from the north curblin of Hart Street, north to the end of Chenango Street, approximately 270 feet was presented. *Sponsor: Alderperson Zgonc. From: The Public Safety & Welfare Committee.* Alderperson Zgonc moved for the adoption of this ordinance on its first reading, seconded by Alderperson Romlein and carried on a roll call vote. Yes – 7. No – none.

### **RESOLUTIONS**

**RES. #8054**, to waive the one percent (1%) rule stated in City Code Section 18.206(3)(g)1.b. for Bethesda Lutheran Communities to create their proposed five (5) new Community Based Residential Facilities (CBRFs) and two (2) Adult Family Duplex Homes in the City of Watertown was presented. *Sponsor: Mayor David. From: Plan Commission.* Alderperson Romlein moved for the adoption of this resolution, seconded by Alderperson and carried on a roll call vote. Yes – 7. No – none.

**RES. #8055**, to amend the Contingent account #01-51-81-56, decreasing it by \$5,000.00 and increasing the Other Building Repair account #01-51-72-20 by \$5,000.00 to cover the insurance deductible to repair the façade of the former Book World building at 300 E. Main Street was presented. The accepted bid for repairs is from Charles Stocks Masonry in the amount of \$8,500. *Sponsor: Mayor David. From: Finance Committee.* Alderperson Coughlin moved for adoption of this resolution, seconded by Alderperson Larsen and carried on a roll call vote. Yes – 6. No – 1 (Tietz).

**RES. #8056**, to authorize purchase of a power cot and stair chair from Stryker in the amount of \$19,529.00 was presented. *Sponsor: Mayor David. From: Finance Committee.* Alderperson Tietz moved for adoption of this resolution, seconded by Alderperson Zgonc and carried on a roll call vote. Yes – 7. No – none.

**RES. #8057**, to impose a moratorium on impact fees imposed and collected or assessed pursuant to Watertown Gen. Code Ord. §17.09 (commonly and otherwise known as "sewer connection" fees through July 1, 2018 unless otherwise modified or repealed by the Common Council was presented. *Sponsor: Mayor David. From: Finance Committee.* Alderperson Berg moved for adoption of this resolution, seconded by Alderperson Maron and carried on a roll call vote. Yes – 7. No – none.

**RES. #8058**, to approve the Marquardt Village Precise Implementation Plan, inclusive of full and continuous compliance with the submittal documents, the list of flexibilities and conditions provided in the submittal, and with any conditions identified by City Staff and the Plan Commission was presented. *Sponsor: Mayor David. From: Plan Commission.* Alderperson Romlein moved for adoption of this resolution, seconded by Alderperson Tietz and carried on a roll call vote. Yes – 7. No – none.

**RES. #8059**, to communicate review and resolution by the City Council of the 2013 CMAR to the Wisconsin Department of Natural Resources was presented. *Sponsor: Alderperson Berg. From: Public Works Commission.* Alderperson Coughlin moved for adoption of this resolution, seconded by Alderperson Larsen and carried on a voice vote. Yes – 7. No – none.

**RES. #8060**, to authorize a contract with Crane Engineering from Kimberly, WI for \$118,370.00 for the repainting and repair of the Final Clarifier #2 at the wastewater treatment plant with said money to be taken from Wastewater Repair & Replacement Account 02-98-00-00 was presented. *Sponsor: Alderperson Berg. From: Public Works Commission.* Alderperson Zgonc moved for adoption of this resolution, seconded by Alderperson Coughlin and carried on a roll call vote. Yes – 7. No – none.

#### **COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT**

Ray Bezanson, 215 S. Eighth Street, thanked the Mayor and Council for their work during tonight's meeting.

#### **ADJOURNMENT**

There being no further business to come before the Council at this time, Alderperson Coughlin moved to adjourn, seconded by Alderperson Tietz and carried on a voice vote. The time being 8:15 p.m.

Elissa Meltesen  
Deputy Clerk/Treasurer

(Complete video of Council Proceedings on DVD.)

(DISCLAIMER: These minutes are uncorrected and any corrections made thereto will be noted in the proceedings at which these minutes are approved.)

**Plan Commission Minutes**  
**April 14, 2014**

RECEIVED AND FILED

5/6/14

The Plan Commission met on the above date at 4:30pm in the Council Chambers of the Municipal Building with the following members present: John David, Ken Berg, Augie Tietz, City Engineer Jaynellen Holloway, Tony Arnett, Dan Olejniczak and Sherry Cira. Also present were City Planner Mike Slavney, Attorney Tom Levi, Joel Schloesser, Alvin Schloesser, Jesse Groeler, Russell Schaller, Doug Joza and David Brazy of the Daily Times.

1. **1311 W. Main Street—PH—Group Development:** Mayor David opened the Public Hearing for a conditional use permit to be issued to Colonial Builders for a group development at 1311 W. Main Street. No persons came forward in opposition to this proposed use while representatives from Colonial Builders summarized their plans to the Commission. They are proposing to use one of the former Watertown Evergreen buildings as their showroom and offices while the original office building on the east side of property will house a hair salon. Vehicles will come in on the east side of the parking area and exit on the west side with some angle parking to accommodate easy in & out of the property. It was noted that the two separate business uses on the same land parcel constitute a need for group development. Sewer and water will be brought into the site and is a requirement for this development since there was a change in ownership and this property is in the city limits. Augie Tietz made a motion to grant a conditional use permit for Colonial Builders on the conditions that they connect with sewer & water for their development, that they pave the unpaved portions of their parking lot & driveway within one year of the conditional use permit being issued and their hours of operation not exceed the hours of 7am to 9pm, each day of the week. Sherry Cira seconded this motion and it passed unanimously.
2. **300 W. Main Street—Proposed World Finance Relocation:** Scott Johnson, the owner of 117 E. Main Street where World Finance currently does business, had requested an informational meeting to explain his reasoning for wanting World Finance to move to 300 E. Main Street, which he also owns and feels is a better fit for his commercial plaza at this site. An added benefit of his proposal would be to fill a vacancy downtown since he has tenant prospects for the 117 East Main Street site. There was miscommunication resulting in Mr. Johnson not being in attendance. Some of the Commission members felt there should be no allowance for exceptions to the restrictions in place for "convenient cash business" type of operations within our city. There were other comments that the Board of Appeals may be the proper place for this decision to be made. Mayor David stated he would brief City Attorney Gruber on this matter and that Mr. Johnson should discuss his proposal further with Mr. Gruber on the best course of action. Should Mr. Johnson opt to come before the Commission on April 28<sup>th</sup>, a completed CUP application and associated fee will be required.
3. **804 Fieldstone Way—Fence Variance:** Doug Joza of 804 Fieldstone Way was present to state why he is requesting a taller fence on portions of his property. He recently bought this house and wants to put up a solid 6' fence for his dog and his grandson to play within. The areas in question are backyard and side yard sections with intent to largely conceal a shed that he has in the backyard which is within 2 feet of a recorded easement. The amount of proposed fencing is within 5 feet of an allowed use. Tony Arnett moved to grant a fence variance for 804 Fieldstone Way, seconded by Dan Olejniczak and was approved unanimously.
4. **Watertown-Town of Emmet Cooperative Boundary Plan:** Attorney Tom Levi was present to summarize intent behind a Watertown-Town of Emmet Cooperative Boundary Plan between the two governmental units. The city & town had previously approved an inter-municipal cooperation agreement in March of 2000. An update to this intergovernmental agreement was approved by our City Council in March of 2013. Levi noted that approval by the Commission of this proposed plan would start a process toward adopting an eventual Cooperative Boundary Plan for the City of Watertown and Town of Emmet. Public Hearings would need to occur within both units of government and approval by our City

Council and Town Board would then result in the State deciding whether they want to adopt this Plan in June of 2014. Tony Arnett moved to recommend to the Council through Resolution that our city begin the process of adopting a Cooperative Boundary Plan with Town of Emmet, seconded by Augie Tietz and approved unanimously.

5. **Site Plan Review Minutes—March 24<sup>th</sup>, 2014:** A motion was made by Augie Tietz and seconded by John David that the minutes of the March 24<sup>th</sup> Site Plan Review meeting be approved as written, This motion passed unanimously.
6. **Plan Commission Minutes—March 24<sup>th</sup>, 2014:** A motion was made by Tony Arnett, seconded by Sherry Cira that the minutes of March 24<sup>th</sup> Plan Commission be approved as written. This motion was passed unanimously.

There being no further business to come before the Commission, a motion to adjourn at 4:45pm was made Sherry Cira and seconded by Jaynellen Holloway. So ordered.

Respectfully Submitted,  
Ken Berg, Alderman

**Plan Commission Minutes**  
**June 23rd, 2014**

RECEIVED AND FILED

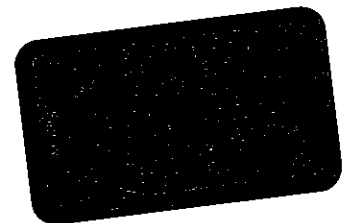
7/1/14

The Plan Commission met on the above date at 4:30pm in the Council Chambers of the Municipal Building with the following members present: Ken Berg, Augie Tietz, City Engineer Jaynellen Holloway, Tony Arnett and Sherry Cira. Also present were Zoning Administrator Jacob Maas, Alderperson Jim Romlein, Jacob Wegner, Sandra Banda & David Brazy—Daily Times.

1. **1115 Chenango Street—Public Hearing:** Jim Romlein was present and made comments on behalf of Tom Reiss, whose parking lot for Reiss' business on Hart Street is adjacent to and north of the two storage units being proposed by Jacob Wegner for 1115 Chenango Street. Jim stated Mr. Reiss' concerns over parking on Chenango Street and the blocking of an alley used by Mr. Reiss' business operations. The Commission reminded Mr. Romlein that an ordinance currently in front of our city council addresses these parking concerns of Mr. Reiss by restricting parking on the east side of Chenango Street. Several conditions were addressed at the Site Plan Review Committee such as a grading and landscape plan and a requirement that the accepted offer on the sale of this parcel to Mr. Wegner successfully close for these and other requirements to become official. Lastly, a storm water management plan must be approved before a conditional use permit can be issued. Tony Arnett moved to approve the CUP as proposed by Site Plan Review Committee with the reassurance that a storm water management plan also be approved before a CUP is issued. Sherry Cira seconded the motion and it was approved unanimously.
2. **City of Watertown & Town of Emmet Cooperative Boundary Adjustment Agreement:** It was noted that there was a public hearing at the June 17<sup>th</sup> City Council meeting where the Town of Emmet Board was present and no comments were made from the public. Both the Watertown City Council & Town of Emmet Board are to take action separately, and if recommended for approval, this Agreement will then be sent to Wisconsin Department of Administration for their review. Tony Arnett moved to recommend that our City Council approve the City of Watertown & Town of Emmet Cooperative Boundary Adjustment Agreement, as presented to the Commission, seconded by Sherry Cira and approved unanimously.
3. **Plan Commission Minutes—June 9<sup>th</sup>, 2014:** A motion was made by Tony Arnett, seconded by Jaynellen Holloway that the minutes of the June 9<sup>th</sup>, 2014 Plan Commission be approved as written. This motion was passed unanimously.

There being no further business to come before the Commission, a motion to adjourn at 4:45pm was made by Jaynellen Holloway and seconded by Sherry Cira. So ordered.

Respectfully Submitted,  
Ken Berg, Alderman



**BENDER  
■ LEVI  
■ ■ LARSON  
& ASSOCIATES SC**  
**Attorneys At Law**

July 15, 2014

Mr. Dean Perlick, Manager  
Dodge County Planning and Economic  
Development Agency  
Administration Building -- 3rd Floor  
127 East Oak Street  
Juneau, WI 53039

RE: City of Watertown - Town of Emmet - Cooperative Plan and Boundary Adjustment Agreement

Dear Dean:

As a follow to our telephone conversation two days ago, I enclose therewith a copy of the executed Restated Intermunicipal Cooperation Agreement between the City of Watertown and the Town of Emmet, dated June 11, 2013. I have also attached a separate document which compares the final draft of the Cooperative Plan and Boundary Adjustment Agreement that you have before you with the Restated Intermunicipal Agreement, which is enclosed with this letter. As you can see, I believe all of the provisions of the Restated Agreement, adopted pursuant to Section 66.0301, Stats., are incorporated in the Cooperative Agreement, adopted under Section 66.0307, Stats. The only exception that I have been able to find is the omission of Section 1.3 of the Restated Agreement in the Cooperative Plan Agreement. That is referenced in the comparison copy which I am also enclosing with this letter.

I have spoken to Erich Schmidtke who is the person in the Office of Municipal Boundary Review of the Wisconsin Department of Administration in Madison who has final approval authority over this Cooperative Plan. According to Erich, all that is necessary from Dodge County is a written letter on your letterhead after a staff review, which you can complete, Dean, addressing the following questions:

1. What is the effect of the content of the proposed Cooperative Plan on the Master Plan adopted by Dodge County?
2. What is the effect of the adoption of the Cooperative Plan on the delivery of municipal services within Dodge County?

**EXHIBIT**

8



July 15, 2014

Page 2

3. Any other comment on any other aspect of the Plan that you deem advisable.

That letter can be addressed to the following individuals, jointly:

City of Watertown: Major John David, Watertown Municipal Building, 106 Jones Street, Watertown, WI 530954-0477

Town of Emmet: William Nass, Chairman, Town of Emmet, Town Board, Emmet Town Hall, N1690 State Road 26, Watertown, WI 53098.

I am hopeful that we can complete this review by your agency sometime within the next thirty days. Is that realistic, Dean? After you have reviewed this letter, please get back in touch with me should you have any further questions regarding aspects of the Cooperative Plan and what it was intended to do in the Town of Emmet. I would be more than happy to discuss this with you by telephone or in person at your convenience.

Very truly yours,

BENDER, LEVI, LARSON & ASSOCIATES, S.C.



Thomas J. Levi  
tlevi@benderlevilaw.com

TJL:jgd

Enc.

cc Attorney John St. Peter  
Mayor John David  
Will Gruber

**BENDER  
■ LEVI  
■ ■ LARSON  
& ASSOCIATES SC**  
Attorneys At Law

June 24, 2014

Mr. Dean Perlick, Manager  
Dodge County Planning and Economic  
Development Agency  
Administration Building -- 3rd Floor  
127 East Oak Street  
Juneau, WI 53039

RE: City of Watertown – Town of Emmet - Cooperative Plan and Boundary Adjustment Agreement

Dear Mr. Perlick:

Please be advised that I am special counsel to the City of Watertown in the above-entitled matter. This matter involves extensive negotiations conducted between the City of Watertown and the Town of Emmet, who was represented by Attorney John St. Peter of Fond du Lac, Wisconsin. This has resulted in the adoption of a Restated Intermunicipal Agreement that was adopted on June 13, 2013. That Agreement was adopted pursuant to section 66.0301 of the Wisconsin Statutes. The Restated Agreement called for the participation of both the Town of Emmet and the City of Watertown in attempting to reach a cooperative plan and boundary adjustment agreement, pursuant to section 66.0307 of the Wisconsin Statutes. Over the last year we have successfully negotiated that agreement between the staff of the City of Watertown and the Town of Emmet.

Both the City of Watertown and Town of Emmet have adopted authorizing resolutions, entitled "AUTHORIZING PARTICIPATION IN THE COOPERATIVE PLANNING PROCESS, PURSUANT TO WISCONSIN STATUTE SECTION 66.0307", on April 15, 2014 and April 8, 2014, respectively. I have enclosed a Certificate of the Clerk of the City of Watertown with certified copies of each of those resolutions attached.

Subsequent to adoption of the resolutions, the City of Watertown Common Council and Town of Emmet Town Board held a joint meeting on June 17, 2014 to conduct a public hearing to allow members of the general public to comment on the Plan. A copy of the Affidavit of Publication of the notice of the joint public hearing is enclosed for your review. At the public hearing there were no individual appearances in person or through written communications (First Class mail or e-mail) commenting one way or another on the proposed Cooperative Plan and

June 24, 2014

Page 2

Boundary Adjustment Agreement. Therefore, we are proceeding to the next step to obtain the comments from the Dodge County Planning, Development and Parks Committee of the County Board, which is your county zoning agency, authorized to act in all matters pertaining to county planning and zoning, pursuant to section 59.69(2)(a) of the Wisconsin Statutes.

The next step in this procedure prior to both the Town of Emmet and City of Watertown adopting resolutions approving the Cooperative Plan and Boundary Adjustment Agreement, we are required to solicit your input and comment on the Plan. Section 66.0307(4)(c) of the Wisconsin Statutes provides as follows:

"(c) *Comment on plan* . . . a county zoning agency under s. 59.69(2) . . . shall comment in writing on the plan's effect on the . . . development plan adopted by the county board or county planning agency under s. 59.69(3) and on the delivery of municipal services, and may comment on any other aspect of the plan."

I have quoted the statutory duty above only as it pertains to a county zoning agency. I have deleted those portions of the statute relating to input of a regional planning commission because we do not have such an agency with jurisdiction in Dodge County.

In furtherance of your review, I have also enclosed a copy of some of the exhibits. I have not included a copy of the Restated Intermunicipal Agreement, because that Agreement is already included in the Cooperative Plan. However, I would be happy to forward to you a copy of the Restated Intermunicipal Agreement. This Cooperative Plan and Boundary Adjustment Agreement pertains to a delineated portion of the Town of Emmet which borders the City of Watertown and is denominated the "City Growth Areas" throughout the Agreement and on the aerial photograph exhibit. This comprises approximately one-third of the town's land area in this "City Growth Areas". The remainder of the town is delineated as the "Town Growth Area" and is free of any regulation pursuant to the City's extraterritorial zoning jurisdiction under both the Restated Intermunicipal Agreement of June 2013 and the proposed Cooperative Plan enclosed with this letter. The "City Growth Areas" and "Town Growth Area" are delineated in Exhibit "B". Exhibits "C" and "D" are just the authorizing resolutions that are attached on the enclosed Certificate of Clerk Affidavit of Mailing.

Rather than summarize in any kind of detail the portions of the plan that require the commentary of your agency and the Dodge County Planning, Development and Parks Committee, it may be more productive for you and I to sit down and discuss this matter in more detail, either by telephone or in person. I would be more than happy to meet with you in your office in Juneau at any time at your convenience to delve into this matter in more depth. We are attempting to get this Plan approved yet this summer. I would inquire as to your time frame in conducting the review by your agency and the Dodge County Board Committee. Therefore, after you have had a chance to review this Plan in some cursory fashion, please give me a call so that we may discuss it more at length.

I will be out of the state for the next two weeks, returning to the office on July 7, 2014.

---

Robert A. Bender • Thomas J. Levi • Allen W. Larson • Julia Bouianova

117 N. Second Street • P. O. Box 16 • Watertown, WI 53094-0016 • (920) 261-7626 • (920) 261-1249-fax • [www.benderlevilaw.com](http://www.benderlevilaw.com)

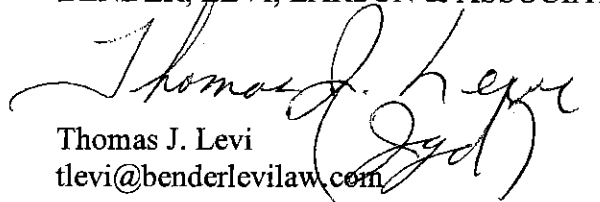
June 24, 2014

Page 3

Perhaps we could set something up in that week to discuss this matter in more depth.

Very truly yours,

BENDER, LEVI, LARSON & ASSOCIATES, S.C.

A handwritten signature in cursive script, appearing to read "Thomas J. Levi".

Thomas J. Levi  
tlevi@benderlevilaw.com

TJL:jgd

Enc.

cc Attorney John St. Peter  
Michael Slavney  
Mayor John David  
Will Gruber  
Jaynellen Holloway



**WISCONSIN DEPARTMENT OF  
ADMINISTRATION**

SCOTT WALKER  
GOVERNOR

SCOTT NEITZEL  
SECRETARY

**Municipal Boundary Review**

PO Box 1645, Madison WI 53701

Voice (608) 264-6102 Fax (608) 264-6104

Email: [wimunicipalboundaryreview@wi.gov](mailto:wimunicipalboundaryreview@wi.gov)

Web: <http://doa.wi.gov/municipalboundaryreview/>

October 15, 2015

Thomas Levi, Attorney  
Bender, Levi, Larson & Associates  
117 North Second Street  
PO Box 16  
Watertown, WI 53094-0016

John St. Peter, Attorney  
Edgerton, St. Peter, Petak & Rosenfeldt  
10 Forest Avenue, Suite 200  
PO Box 1276  
Fond du Lac, WI 54936-1276

**Re: City of Watertown -- Town of Emmet Cooperative Plan**

Gentlemen,

On behalf of the Department of Administration, I am pleased to provide your communities our approval of your Cooperative Plan.

Congratulations on your success. Your agreement establishes a solid foundation for continued cooperation between your communities.

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

Sincerely,

Ed Eberle, Administrator  
Division of Intergovernmental Relations

cc:

(the following communities and jurisdictions may access the Department's approval and the communities' Cooperative Plan document at

<http://doa.wi.gov/municipalboundaryreview>

Karen Melcher, Town of Emmet  
Cindy Rupperecht, City of Watertown  
Susan Johnson, Town of Shields  
Theresa Firari, Town of Lowell  
Christine Spilker, Town of Clyman  
Kay Robel, Town of Hustisford  
Deborah Behl, Town of Lebanon  
James Wendt, Town of Watertown  
Karen Schadt, Town of Milford  
Schug, Cassandra, Watertown Unified School District  
Jack Daniels, Madison Area Technical College  
Dean Perlick, Dodge County Dept of Planning & Econ Dev

Karen Gibson, Dodge County Clerk  
Cathy Stepp, DNR Secretary  
Ben Brancel, DATCP Secretary  
Mark Gottlieb, DOT Secretary  
Donna Hann, Town of Ixonia



**WISCONSIN DEPARTMENT OF  
ADMINISTRATION**

**WISCONSIN DEPARTMENT OF ADMINISTRATION**

**APPROVAL of the COOPERATIVE PLAN  
under Section 66.0307, Wis. Stats.**

**between the**

**CITY OF WATERTOWN and  
TOWN OF EMMET,  
DODGE COUNTY**

**October 15, 2015**

## Introduction

In accordance with s. 66.0307(5) of the Wisconsin Statutes, the Wisconsin Department of Administration (Department) approves the *Intergovernmental Cooperative Plan between the City of Watertown and the Town of Emmet* (hereinafter called the Cooperative Plan).

The municipalities developed this Cooperative Plan for the following reasons:

- **Maintain Good Relationships** – the City and Town have enjoyed a positive relationship for many years and recognize their social community and shared business success. They desire to maintain and continue to build those ties.
- **Set Municipal Boundaries** - part of the Town is designated as future ‘City Growth Area’ with the remainder being designated as ‘Town Growth Area’. Establishing long-term boundaries will enable the City to grow in an orderly manner and provide the Town with certainty regarding its future.
- **Eliminate Town Islands** – enable the City to acquire existing Town islands and prevent their occurrence in the future. A number of town islands contain urban development but are not receiving city services, while other islands have become blighted.
- **Promote Compact Development** – lands within the City Growth and Town Growth Areas will be carefully planned and developed in accordance with the two communities’ comprehensive plans, ordinances, design standards, and municipal services.
- **Extraterritorial Jurisdiction** – the City agrees to relinquish its extraterritorial jurisdiction within the Town Growth Area.
- **State Highway 26 By-Pass** – the Wisconsin Department of Transportation has delineated the STH 26 By-Pass route around the City and completed construction of this new highway within the Town. This By-Pass tends to outline and define a City Growth Area within the Town which is best served with City municipal services. This Cooperative Plan sets forth City Growth Area specifics.

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

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

- Joint initiating resolutions passed by each participating municipality authorizing its governing body to work to negotiate and develop the plan;
- A joint public hearing to receive comments from the public and other governmental bodies; and
- Resolutions adopted by each municipality to approve a final version of the cooperative plan and forward it to the Department for review.

The following procedural steps may occur:

- An advisory referendum; and
- A public hearing held by the Department.

No area residents requested that an advisory referendum on the Cooperative Plan be held, and no area residents requested that the Department hold a public hearing.

Authorizing resolutions were passed by the Town of Emmet on April 8, 2014 and by the City of Watertown on April 15, 2014. As required by s. 66.0307(4)(a) Wis. Stats., these resolutions were distributed to neighboring municipalities and other area jurisdictions.

The required joint public hearing was held on June 17, 2014. There were no appearances by any party, nor any comments made in writing.

After the public hearing, the Dodge County Land Resources and Parks Department submitted its required comment letter on July 16, 2014. The county is supportive of the Cooperative Plan Agreement and finds that it will have minimal effect on Dodge County.

The City of Watertown adopted a resolution approving the Cooperative Plan on August 6th, 2014 with the Town approving it on August 11<sup>th</sup>, 2014. The communities forwarded the Cooperative Plan to the Department for its statutory review on November 24, 2014.

On February 20, 2015, the Department granted the communities' request for a 90-day extension of the Department's review period in order to compile needed information regarding the Cooperative Plan's consistency with their comprehensive plans, and also to resolve questions regarding the mechanisms for transferring territory.

On May 18, 2015, the Department granted the communities' request for an additional extension in order to complete the needed information.

### **Approval Criteria Applicable to the Department**

A cooperative plan shall be approved by the Department if the Department determines that each of the criteria in s. 66.0307(5)(c), Wis. Stats., is met. The following paragraphs describe how the communities' Cooperative Plan relates to these criteria. It is important to understand that this approval document is not a complete restatement of the plan. Those wanting to learn specific details, provisions, nuances, and conditions should look to the text of the Cooperative Plan itself, which is available from the City of Watertown and the Town of Emmet, and also at the Department of Administration's website at: <http://doa.wi.gov/municipalboundaryreview>.



***(1) The content of the plan under sub. S. 66.0307(3)(c) to (e) is sufficient to enable the Department to make the determinations under subds. 2 to 5m. s. 66.0307(5)(c)1, Wis. Stats.***

Information required by statute, and provided in a clear manner by the parties, includes the following fundamental details:

- **Territory subject to the Plan** – the territory subject to the Cooperative Plan is shown in Exhibits A, B, and C of the plan and includes all of the Town of Emmet.
- **Transfer of certain territory** – this Cooperative Plan results in the transfer to the City of four (4) designated Boundary Adjustment Areas located within the larger City Growth Area. These areas are shown at Exhibit B in the Cooperative Plan and are the following:
  - Welsh Road Area – shown as “1” in Exhibit C of the Cooperative Plan, this area will attach to the City in 3 years.
  - Brandt-Quirk Park Railroad Right-of-Way Area – shown as “2” in Exhibit C of the Cooperative Plan, this area will attach to the City in 1 year.
  - Highway 16 Railroad Right-of-Way Area – shown as “3” in Exhibit C of the Cooperative Plan, this area will attach to the City in 1 year.
  - Highway 16 Residential Area – shown as “4” in Exhibit C of the Cooperative Plan, this area will attach to the City in 10 years, unless residents’ private on-site wastewater treatment systems fail, in which case they must attach to the City earlier.

In addition to these designated areas which *shall* transfer to the City, two situations are identified where territory *may* transfer to the City. The two situations are:

- 1) Remaining City Growth Area – territory within the City Growth Area may also attach or annex to the City if requested by the landowner(s); and
  - 2) Future Town Islands – areas within the City Growth Area which become functionally surrounded by the City due to incremental attachments or annexations may be declared by the City to be *Town Islands* and attached by the City.
- **Revenue Sharing** – the City agrees to share property tax revenue with the Town from attached parcels within the City Growth Area, if those parcels assessed value exceeds \$1 million.
  - **Restrict Town Growth within City Growth Area** - parcels located in the City Growth Area, but still under Town jurisdiction, may develop but subject to certain limitations such as maximum density, lot creation and layout, design standards, street layout, issuance of building permits, and zoning enforcement.

- **Development in Town Growth Area** – the Town’s zoning will control development within the Town Growth Area. The Town intends to permit agricultural uses, low-density residential development, and some neighborhood/crossroads commercial development. Larger “big box” retail stores are only allowed upon the City’s consent.
- **Coordinate Comprehensive Plans** – the communities agree that the City’s comprehensive plan will take precedence in the City Growth Area while the Town’s comprehensive plan will take precedence in the Town Growth Area.
- **City Extraterritorial Powers** – the communities agree that the City’s extraterritorial plat review authority and extraterritorial zoning authority will be limited to the City Growth Area. City extraterritorial authorities will not apply within the Town Growth Area.
- **Incorporate a 2013 General Agreement** – the Cooperative Plan incorporates all provisions of a general intergovernmental agreement under s. 66.0301 Wis. Stats. that was previously entered into between the City and Town in 2000 and updated in 2013.
- **Establish Future Joint Discussion and Planning** – the City and Town agree to review the Cooperative Plan’s functioning at periodic intervals of at least every five years to ensure smooth and effective implementation.
- **Services** – the Cooperative Plan addresses a number of City services, such as sewer and water service as well as stormwater management, building inspection, zoning, and extraterritorial review.
- **Term** – the Cooperative Plan was approved by the parties on September 29, 2014 and is implemented on October 15, 2015. It will continue to operate for a 19-year period until its expiration on December 31, 2032.

The above information, along with other information included in the Cooperative Plan, provides sufficient detail to enable the Department to find that the standards in s. 66.0307(3)(c)1. Wis. Stats. have been met.

**(2) *Is the cooperative plan consistent with each participating municipality’s comprehensive plan and with current state laws, municipal ordinances and rules that apply to the territory affected by the plan? s. 66.0307(5)(c)2 Wis. Stats.***

According to the City and Town, this Cooperative Plan is consistent with both communities’ comprehensive plans. Specific examples include:

- (a) Establishing Town boundary security to assist in future Town planning and budgeting efforts.
- (b) Resolving existing boundary, land use and municipal service issues between the Town and the City.
- (c) Pro-actively positioning the Town to avoid costly annexation lawsuits.

- (d) Providing continual development for the Town to replace tax base lost to City growth, so that the Town may also have an ever-renewing and expanding tax base and a pool of citizen leadership.
- (e) Planning and focusing growth into identified areas to ensure compatibility of land uses.
- (f) Working toward the development of consistent ordinances and building codes in order to regulate use, building location and appearance.
- (g) Meeting the objectives of Wis. Stat. § 66.1001(2)(g) by encouraging cooperative planning between the Town and the City.

This Cooperative Plan is also consistent with each community's comprehensive plan because it incorporates the extra-territorial zoning and subdivision review, municipal revenue sharing, incorporation, and conflict resolution provisions contained in those plans.

The communities anticipate amending their comprehensive plans in the future in order to further integrate their Cooperative Plan with their comprehensive plans. Specifically, the Town agrees to amend its ordinances so as to require conditional use approval for all non-agricultural land divisions or development.

The City and Town believe that the Cooperative Plan is compliant with all federal, state, and local regulations, statutes, and ordinances. They have examined possible impacts, including environmental consequences to air, water, and land use among others, and find no adverse impacts or conflict with existing laws and regulations. Also, the Dodge County Land Resources and Parks Department reviewed the cooperative plan and indicated its strong support.

Additionally, none of Watertown or Emmet's municipal neighbors have voiced any comments or issues of concern.

For the foregoing reasons, the Department finds that the Cooperative Plan is consistent with each community's comprehensive plan and with all current state laws, municipal regulations and administrative rules and that the standard in s. 66.0307(5)(c)(2) Wis. Stats. is therefore met.

***(3) Adequate provision is made in the cooperative plan for delivery of necessary municipal services to the territory covered by the plan. s. 66.0307(5)(c)(3), Wis. Stats.***

Provision of future services was a primary impetus for this Cooperative Plan. The City of Watertown desires to expand in the most efficient manner possible, with new roads, sewer and water, and other infrastructure staged in an orderly and planned manner within the City Growth Area. The Town of Emmet meanwhile intends its Town Growth Area to remain primarily rural and low density in character, with lower service demands.

The services specifically addressed by the Cooperative Plan are:

- **Sewer and Water** – following attachment, properties within the City Growth Area are required to connect to the City's municipal sewer and water systems within 1 year.
- **Building Inspections/Zoning Enforcement** – the City may perform all building inspection and zoning enforcement services and functions within the City Growth Area.
- **Extraterritorial Review** – the City agrees to limit its statutory extraterritorial review authority to within the City Growth Area. It waives its right to exercise extraterritorial review authority in the Town Growth Area.
- **Stormwater Management** – the Town and City agree to cooperate with stormwater management in the City and Town Growth Areas by reviewing water drainage tendencies.

For all the foregoing reasons, the Department finds that adequate provision has been made for the delivery of necessary municipal services to the agreement territory, and that the standard in s. 66.0307(5)(c)3, Wis. Stats., is met.

***(4) The shape of any boundary maintained or any boundary change under the cooperative plan is not the result of arbitrariness and reflects due consideration for compactness of area. Considerations relevant to the criteria under this subdivision include quantity of land affected by the boundary maintenance or boundary change and compatibility of the proposed boundary maintenance or boundary change with natural terrain including general topography, major watersheds, soil conditions and such features as rivers, lakes and major bluffs. s. 66.0307(5)(c)(5), Wis. Stats.***

This Cooperative Plan promotes a long-term, environmentally sound, compact and cost-effective pattern of future growth within the City Growth Area. The City and Town agree that the City Growth Area will be a transition area between the communities, which the City will gradually expand into as residents desire to develop their property and as municipal sewer and water and other city services become available. The communities acknowledge that haphazard or premature residential development could prevent efficient use of land resources and service provision. This Cooperative Plan also promotes a compact municipal boundary line by eliminating current town islands and peninsulas and preventing the creation of new ones.

The Cooperative Plan also promotes compactness by stabilizing land uses in the Town Growth Area, an area into which annexation will be limited. The Town desires to preserve working farms and sustainable agricultural development patterns.

Without this Cooperative Plan, development would still occur, however it could possibly be sprawling, unplanned, and inefficient, and could result in area farmers making an economic decision to abandon farming. This would blur the boundaries between the two communities and between urban and rural land uses.

For all of the foregoing reasons, the Department finds that this Cooperative Plan is compatible with the surrounding community, will result in compact municipal boundaries, and that the standard in s. 66.0307(5)(c)5, Wis. Stats., is met.

**(6)     *Any proposed planning period exceeding 10 years is consistent with the plan.***  
**s. 66.0307(c)6 Wis. Stats.**

The planning term for the Cooperative Plan was approved by the parties on September 29, 2014 and shall expire on December 31, 2032. The basis for the 19-year planning term is that the communities believe this amount of time is necessary to protect existing Town landowners from annexation against their will and for the City to fully assimilate the territory in the City Growth Area in an orderly and cost effective manner.

Because of the scope of this Cooperative Plan, including the detailed service provisions, land transfers, and area protected from annexation, a term exceeding 10 years is appropriate. The Department therefore finds that the standard in s. 66.0307(5)(c)6, Wis. Stats., is met.

## **Approval**

This Cooperative Plan meets the statutory criteria of s. 66.0307, Wis. Stats. Pursuant to authority found in s. 66.0307(5), Wis. Stats., the Wisconsin Department of Administration hereby approves the City of Watertown and Town of Emmet's Cooperative Plan.

Henceforth, amendments or revisions to the plan can only occur with the approval of the City and Town, and with the concurrence of the Wisconsin Department of Administration or any successor agency granted the authority to administer the provisions of s. 66.0307(8), Wis. Stats. This Cooperative Plan is implemented on October 15, 2015 and remains in effect pursuant to the language and terms contained therein.

Dated this 16<sup>th</sup> day of October, 2015, by the Wisconsin Department of Administration:



---

Ed Eberle, Administrator  
Division of Intergovernmental Relations  
Wisconsin Department of Administration