Resolution 2020-04

RESOLUTION APPROVING AN INTERMUNICIPAL AGREEMENT BETWEEN THE TOWN OF PORT WASHINGTON AND THE TOWN OF GRAFTON, OZAUKEE COUNTY, WISCONSIN

WHEREAS, Wis. Stats. §66.0301(6)(a) provides any two municipalities whose boundaries are immediately adjacent at any point to enter into a written agreement determining all or a portion of a common boundary line between the municipalities; and

WHEREAS, Wis. Stats. §66.0301(6)(c) provides that before an Agreement may take effect, it must be approved by the governing body of each municipality by the adoption of a resolution and before each municipality may adopt a resolution, a public hearing on the agreement must be held after due notice; and

WHEREAS, on the 6th day of July, 2020, after due public notice, a public hearing on the proposed Agreement was held at the Port Washington Town Hall;

BDA10762

RECEIVED 02/10/2021

Municipal Boundary Review WI Dept. of Administration

NOW, THEREFORE, BE IT RESOLVED, that the Town of Port Washington Board of Supervisors does hereby approve the intermunicipal agreement between the Town of Port Washington and the Town of Grafton to transfer territory from the Town of Grafton to the Town of Port Washington as described in the Agreement.

Adopted this 6th day of July, 2020

TOWN OF PORT WASHINGTON

Bv:

Mike N. Didier, Chair

ATTEST:

Heather Krueger, Cler

INTERMUNICIPAL AGREEMENT BETWEEN THE TOWN OF PORT WASHINGTON AND THE TOWN OF GRAFTON, OZAUKEE COUNTY, WISCONSIN

This Agreement by and between the Town of Port Washington and the Town of Grafton, hereinafter referred to as "Port Washington", a municipal corporation organized and existing under the laws of the State of Wisconsin, and the Town of Grafton, hereinafter referred to as "Grafton", a municipal corporation organized and existing under the laws of the State of Wisconsin.

WITNESSETH:

WHEREAS, Wis. Stats. §66.0301(6)(a) provides any two municipalities whose boundaries are immediately adjacent at any point to enter into a written agreement determining all or a portion of a common boundary line between the municipalities; and

WHEREAS, Wis. Stats. §66.0301(6)(c) provides that before this Agreement may take effect, it must be approved by the governing body of each municipality by the adoption of a resolution and before each municipality may adopt a resolution, a public hearing on the agreement must be held after due notice; and

WHEREAS, on the 6th day of July, 2020, after due public notice, a public hearing on this Agreement was held at the Port Washington Town Hall; and

WHEREAS, on the 13th day of May, 2020, after due public notice, a public hearing on this Agreement was held at the Grafton Town Hall; and

WHEREAS, pursuant to §66.0301(6) of the Wisconsin Statutes and based upon the mutual covenants and agreements of the parties contained herein and the mutual benefits to be derived from this Agreement, the parties hereto agree as follows:

A. Detachment of Town of Grafton Territory.

The common boundary line between Port Washington and Grafton shall be altered as follows:

The parcel within the Town of Grafton described as 'Parcel 2' on the attached land title survey with a draw date of January 14, 2016 and described in the attached legal description labeled "Parcel 2" shall be detached from the Town of Grafton and attached to the Town of Port Washington.

B. Effective Date.

This Agreement and joint resolution are effective upon satisfaction of the following conditions:

- The Town Board of Port Washington and the Town Board of Grafton have each adopted a resolution approving this Agreement, pursuant to Wis. Stats. §66.0301(6)(c)1;
- ii. Port Washington and Grafton have each published this Agreement as a Class 1 notice, pursuant to Wis. Stat. §66.0301(6)(c)2.
- C. Ordinance to Accomplish Boundary Change

After this Agreement becomes effective, Port Washington shall enact an ordinance accomplishing the boundary change included in this Agreement. Port Washington shall satisfy the filing requirements under Wis. Stat. §66.0217(9)(a).

D. Term.

The term of this agreement is one year from the effective date. Pursuant to Wis. Stat. §66.0301(6)(b), the boundary change determined under this Agreement shall remain in effect until subsequently changed pursuant to Wisconsin law.

E. Binding Agreement.

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

Signed by the Town of Port Washington this 6th day of July, 2020.

TOWN OF PORT WASHINGTON

Mike N. Didier, Chair

ATTEST:

By: Hather Gruegn

Heather Krueger, Clerk

LEGAL DESCRIPTION OF "PARCEL 1"

LOT 4 CERTIFIED SURVEY MAP 3856

BEING PART OF G.L. 4 OF SEC.33, T11N, R22E, TOWN OF PORT WASHINGTON, OZAUKEE COUNTY, WISCONSIN;

MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SW COR. SAID SEC.33; THENCE N87°22'26"E ALONG THE SOUTH LINE OF THE SW 1/4 SAID SEC.33 AND SAID G.L.4, 214.85 FEET TO THE POINT OF BEGINNING; THENCE N17°03'49'E, 85.03 FEET; THENCE N02°37'34"W, 24.83 FEET; THENCE N87°22'26"E, 299.24 TO AN OPENING MEANDER CORNER OF LAKE MICHIGAN; THENCE CONTINUING N87°22'26"E, 283 FEET MORE OR LESS TO SAID LAKE; THENCE SOUTHWESTERLY ALONG SAID LAKE; THENCE S87°22'26"W, 306 FEET MORE OR LESS TO A CLOSING MEANDER CORNER OF SAID LAKE, LOCATED S25°27'46"W, 118.89 FEET FROM SAID OPENING MEANDER CORNER; THENCE CONTINUING S87°22'26"W, 271.91 FEET TO THE POINT OF BEGINNING; CONTAINING 59,206 S.F. +/- (1.359 AC. +/-) THEREIN BEING 29,598 S.F. (0.679 AC.) WITHIN SAID MEANDER LINE.

LEGAL DESCRIPTION OF "PARCEL 2"

THE N 10 FEET OF THE NE 1/4 OF THE NW 1/4 SEC. 3, T10N, R22E, TOWN OF GRAFTON, OZAUKEE COUNTY, WISCONSIN, EXCEPTING THEREFROM THAT PART OF SAID 10 FEET WITHIN THE LIMITS OF LANDS DESCRIBED IN D.830675;

MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SW CORNER SAID LOT 4; THENCE N87°22'26"E ALONG THE SOUTH LINE OF SAID LOT 4, 107.10 FEET TO THE POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING, CONTINUING N87°22'26"E ALONG SAID SOUTH LINE, 164.81 FEET TO AN OPENING MEANDER CORNER OF LAKE MICHIGAN; THENCE CONTINUING N87°22'26"E ALONG SAID SOUTH LINE, 306 FEET (REC 329) +/- FEET TO THE OHW OF SAID LAKE; THENCE SOUTHWESTERLY ALONG SAID OHW LINE TO A POINT; THENCE S87°22'26"W, 316.60 +/- FEET TO A CLOSING MEANDER CORNER, SAID CORNER BEING LOCATED S25°27'46"W, 11.33 FEET FROM SAID OPENING MEANDER CORNER, THENCE CONTINUING S87°22'26"W, 163.30 FEET; THENCE N18°19'33"E (REC. S21°12'W), 10.71 FEET TO THE POINT OF BEGINNING; CONTAINING 4,702 S.F. +/- (0.108 AC.) +/- TO THE OHW THEREIN BEING 1,641 S.F. (0.038 AC.) WITHIN SAID MEANDER LINE.

Affidavit of Publication

STATE OF WISCONSIN Ozaukee County

(May 21, 2020)

Town of Port Washington, Ozaukee County, Wisconsin NOTICE OF PUBLIC HEARING ON A BOUNDARY AGREEMENT WITH THE TOWN OF GRAFTON TO TRANSFER ONE PARCEL FROM THE TOWN OF GRAFTON TO THE TOWN OF PORT WASHINGTON

Please take notice that the Town Board of the Town of Port Washington will hold a public hearing on the 1st day of June, 2020 at 7:15 pm at the Town Hall, 715 Highland Drive, to consider a boundary agreement with the Town of Grafton to transfer one parcel, tax key 06-003-05-004.00, 0.11 acres, from the Town of Grafton to the Town of Port Washington.

All interested parties will be given a reasonable opportunity to express their views on the proposed ordinance. This hearing may be adjourned from time to time. A copy of the proposed agreement is available for review at the office of the Town Clerk at the Town Hall on Mondays and 'ednesdays from 9am to 4pm. ated this 6th day of May, 2020.

WNAXLP

William F. Schanen IV, being duly sworn, says that he is the president of Port Publications, Inc., publishers of the Ozaukee Press, a public newspaper of general circulation, printed and published in the city of Port Washington and county of Ozaukee, Wisconsin; that a notice, of which the printed one hereto attached is a true copy, was published in the Ozaukee Press once each week for _/ weeks successively; that the first publication thereof was on the 21 day of May A.D. 20 20, and that the last publication thereof was on the 21 day of May A.D. 20 20.

Subscribed and sworn to before me this a had a of A.D. 20

Notary Public, Ozaukee County, Wisconsin. My commission expires

Inter-Municipal Agreement

Town of Grafton Attn: City Clerk 1102 Bridge Street Grafton, WI 53024 BDA10762 RECEIVED 02/18/2021 Municipal Boundary Review WI Dept. of Administration

Resolution #2020-06, Intermunicipal agreement between the Town of Port Washington and the Town of Grafton. Boundary agreement reference Tax Key #06-003-05-004.00

I, Sara Jacoby, Town Clerk of the Town of Grafton, Ozaukee County, State of Wisconsin, DO HEREBY CERTIFY that the information found in the referenced document **TOG BOS Packet 5.13.2020** pages 6-14 is a true and accurate representation of the materials noticed and acted upon at the Public Meeting on May 13, 2020, pursuant to Section 66.0301A of the Wisconsin Statutes, by Resolution 2020-06 adopted by the Board of Supervisors during the public hearing section of the regular meeting held on May 13, 2020. I further certify that minutes approved and attached for the Board of Supervisors regular meeting held on June 10, 2020 were adopted unanimously.

Witness my hand an official seal hereto affixed

This 18th Day of February 2021

Enny Bail

Notary Public in and for the State of Wisconsin

My Commission Expires: 9/18/23

Dated this 18th day February 2021, Sara Jacoby

Clerk, Town of Grafton



Resolution 2020-06

TOWN OF GRAFTON

RESOLUTION APPROVING AN INTERMUNICIPAL AGREEMENT BETWEEN THE TOWN OF PORT WASHINGTON AND THE TOWN OF GRAFTON, OZAUKEE COUNTY, WISCONSIN

WHEREAS, Wis. Stats. §66.0301(6)(a) provides any two municipalities whose boundaries are immediately adjacent at any point to enter into a written agreement determining all or a portion of a common boundary line between the municipalities: and

WHEREAS, Wis. Stats. §66.0301(6)(c) provides that before an Agreement may take effect, it must be approved by the governing body of each municipality by the adoption of a resolution and before each municipality may adopt a resolution, a public hearing on the agreement must be held after due notice; and

WHEREAS, on the 13th day of May 2020, after due public notice, a public hearing on the proposed Agreement was held at the Grafton Town Hall;

NOW, THEREFORE, BE IT RESOLVED, that the Town of Grafton Board of Supervisors does hereby approve the intermunicipal agreement between the Town of Port Washington and the Town of Grafton to transfer territory from the Town of Grafton to the Town of Port Washington as described in the Agreement.

Adopted this 13th day of May 2020

Lester A. Bartel, Jr., Chair

ATTEST: Lisa Kcen

Lisa Kien, Clerk

Town of Port Washington – Town of Grafton Boundary Agreement Planner's Report

Date: April 21, 2020	Submitted by: Christine DeMaster, Trilogy Consulting , Town of Port Washington Planner
Тах Кеу:	06-003-05-004.00
Property Owner:	Mark and Amy Nelson 1590 Fox Hollow Dr. Cedarburg, WI 53012

Background:

The purpose of the proposed boundary agreement is to transfer a 0.12-acre parcel owned by the Nelsons from the Town of Grafton to the Town of Port Washington. The Nelsons own a 1.42-acre residential zoned property in the Town of Port Washington, immediately north of the subject property and want to combine the two parcels into a single parcel. Under the terms of the agreement, the Town of Grafton would agree to the boundary adjustment and the Town of Port Washington would adopt an ordinance transferring the property to the Town of Port Washington. The parcel proposed for transfer is shown as Parcel 2 on the exhibit attached to the proposed agreement.

Property Owners in and Adjacent to the Area Proposed for Transfer (Obtained from Ozaukee County GIS):

Property Owner Name	Mailing Address	Tax Key	Town
Mark and Amy Nelson	1590 Fox Hollow Dr. Cedarburg, WI 53012	06-003-05-004.00 (property proposed for transfer)	Grafton
Mark and Amy Nelson	1590 Fox Hollow Dr. Cedarburg, WI 53012	07-051-0011.004	Port Washington
Douglas McManus	400 N. Wisconsin St. Port Washington, WI 53074	06-003-05-003.00	Grafton

Process for Accomplishing Boundary Adjustment:

The boundary adjustment agreement is proposed to be done under Wis. Stats. §66.0301(6), which allows any two municipalities to enter into an agreement determining all or a portion of the common boundary between the municipalities. The following steps must be taken to adopt an agreement and complete the transfer:

- Each municipality must mail a notice letter to properties within its boundaries that are in or immediately adjacent to the property(ies) proposed to be transferred. This letter must be mailed by certified mail 20 days before the public hearing on the agreement.
- Each municipality must hold a public hearing on the proposed agreement. A notice of the hearing must be published as a Class 1 notice.

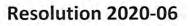


- Each municipality must adopt a resolution approving the agreement.
- Following approval of the resolution, each municipality must publish the agreement as a Class 1
 notice and the Town of Port Washington must file the agreement with the Wisconsin
 Department of Administration.
- Under the terms of the proposed agreement, the Town of Port Washington must enact an ordinance transferring the property from the Town of Grafton to the Town of Port Washington. The agreement gives the Town one year to enact the ordinance.
- The Town of Port Washington will be responsible for filing the ordinance and required reporting with the Wisconsin Department of Administration, the County Clerk, and utility companies to inform them of the transfer of the property.

Boundary Agreement and Territory Adjustment Schedule

Port Washington	Grafton
5/11/2020	4/22/2020
5/21/2020	4/30/2020
6/1/2020	5/13/2020
6/1/2020	5/13/2020
6/5/2020	5/21/2020
6/11/2020	
7/11/2020	6/20/2020
7/6/2020	
7/10/2020	
7/10/2020	
	5/11/2020 5/21/2020 6/1/2020 6/1/2020 6/5/2020 6/11/2020 7/11/2020 7/6/2020 7/10/2020





TOWN OF GRAFTON

RESOLUTION APPROVING AN INTERMUNICIPAL AGREEMENT BETWEEN THE TOWN OF PORT WASHINGTON AND THE TOWN OF GRAFTON, OZAUKEE COUNTY, WISCONSIN

WHEREAS, Wis. Stats. §66.0301(6)(a) provides any two municipalities whose boundaries are immediately adjacent at any point to enter into a written agreement determining all or a portion of a common boundary line between the municipalities: and

WHEREAS, Wis. Stats. §66.0301(6)(c) provides that before an Agreement may take effect, it must be approved by the governing body of each municipality by the adoption of a resolution and before each municipality may adopt a resolution, a public hearing on the agreement must be held after due notice; and

WHEREAS, on the 13th day of May 2020, after due public notice, a public hearing on the proposed Agreement was held at the Grafton Town Hall;

NOW, THEREFORE, BE IT RESOLVED, that the Town of Grafton Board of Supervisors does hereby approve the intermunicipal agreement between the Town of Port Washington and the Town of Grafton to transfer territory from the Town of Grafton to the Town of Port Washington as described in the Agreement.

Adopted this 13th day of May 2020

Ву: _____

Lester A. Bartel, Jr., Chair

ATTEST: _____

Lisa Kien, Clerk



INTERMUNICIPAL AGREEMENT BETWEEN THE TOWN OF PORT WASHINGTON AND THE TOWN OF GRAFTON, OZAUKEE COUNTY, WISCONSIN

This Agreement by and between the Town of Port Washington and the Town of Grafton, hereinafter referred to as "Port Washington", a municipal corporation organized and existing under the laws of the State of Wisconsin, and the Town of Grafton, hereinafter referred to as "Grafton", a municipal corporation organized and existing under the laws of the State of Wisconsin.

WITNESSETH:

WHEREAS, Wis. Stats. §66.0301(6)(a) provides any two municipalities whose boundaries are immediately adjacent at any point to enter into a written agreement determining all or a portion of a common boundary line between the municipalities; and

WHEREAS, Wis. Stats. §66.0301(6)(c) provides that before this Agreement may take effect, it must be approved by the governing body of each municipality by the adoption of a resolution and before each municipality may adopt a resolution, a public hearing on the agreement must be held after due notice; and

WHEREAS, on the _____ day of _____, 2020, after due public notice, a public hearing on this Agreement was held at the Port Washington Town Hall; and

WHEREAS, on the **13th day of May, 2020**, after due public notice, a public hearing on this Agreement was held at the **Grafton Town Hall**; and

WHEREAS, pursuant to §66.0301(6) of the Wisconsin Statutes and based upon the mutual covenants and agreements of the parties contained herein and the mutual benefits to be derived from this Agreement, the parties hereto agree as follows:

A. Detachment of Town of Grafton Territory.

The common boundary line between Port Washington and Grafton shall be altered as follows:

The parcel within the Town of Grafton described as 'Parcel 2' on the attached land title survey dated January 24, 2016 shall be detached from the Town of Grafton and attached to the Town of Port Washington.

B. Effective Date.

This Agreement and joint resolution are effective upon satisfaction of the following conditions:



- The Town Board of Port Washington and the Town Board of Grafton have each adopted a resolution approving this Agreement, pursuant to Wis. Stats. §66.0301(6)(c)1;
- ii. Port Washington and Grafton have each published this Agreement as a Class 1 notice, pursuant to Wis. Stat. §66.0301(6)(c)2.

C. Ordinance to Accomplish Boundary Change

After this Agreement becomes effective, Port Washington shall enact an ordinance accomplishing the boundary change included in this Agreement. Port Washington shall satisfy the filing requirements under Wis. Stat. §66.0217(9)(a).

D. <u>Term.</u>

The term of this agreement is one year from the effective date. Pursuant to Wis. Stat. §66.0301(6)(b), the boundary change determined under this Agreement shall remain in effect until subsequently changed pursuant to Wisconsin law.

E. Binding Agreement.

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

Signed by the Town of Port Washington this _____ day of _____, 2020.

TOWN OF PORT WASHINGTON

Ву: _____

James P. Melichar, Chair

ATTEST:

Ву: _____

Heather Krueger, Clerk



Signed by the Town of Grafton this 13th day of May, 2020.

TOWN OF GRAFTON

Ву: _____

Lester A. Bartel, Jr., Chair

ATTEST:

Ву: _____

Lisa Kien, Clerk

TOWN GRAFTON 1102 BRIDGE STREET **PO BOX 143** GRAFTON, WI 53024-0143

402667/060030500400 MARK B NELSON NELSON, AMY M 1590 FOX HOLLOW LANE CEDARBURG WI 53012

Please inform treasurer of address changes.

INCLUDE THIS STUB WITH YOUR PAYMENT

OZAUKEE COUNTY - STATE OF WISCONSIN PROPERTY TAX BILL FOR 2019 REAL ESTATE

NELSON, MARK B NELSON, AMY M

Parcel Number: 060030500400 Bill Number: 402667

Important: Be sure this description covers your property. Note that this description is for tax bill only and may not be a full legal description. See reverse side for important information.

Location of Property/Legal Description

1076532 PART NE NW 0.11 ACS N 10 FT *EXC W 362 FT* SEC 3 T 10 R 22 **0.110 ACRES**

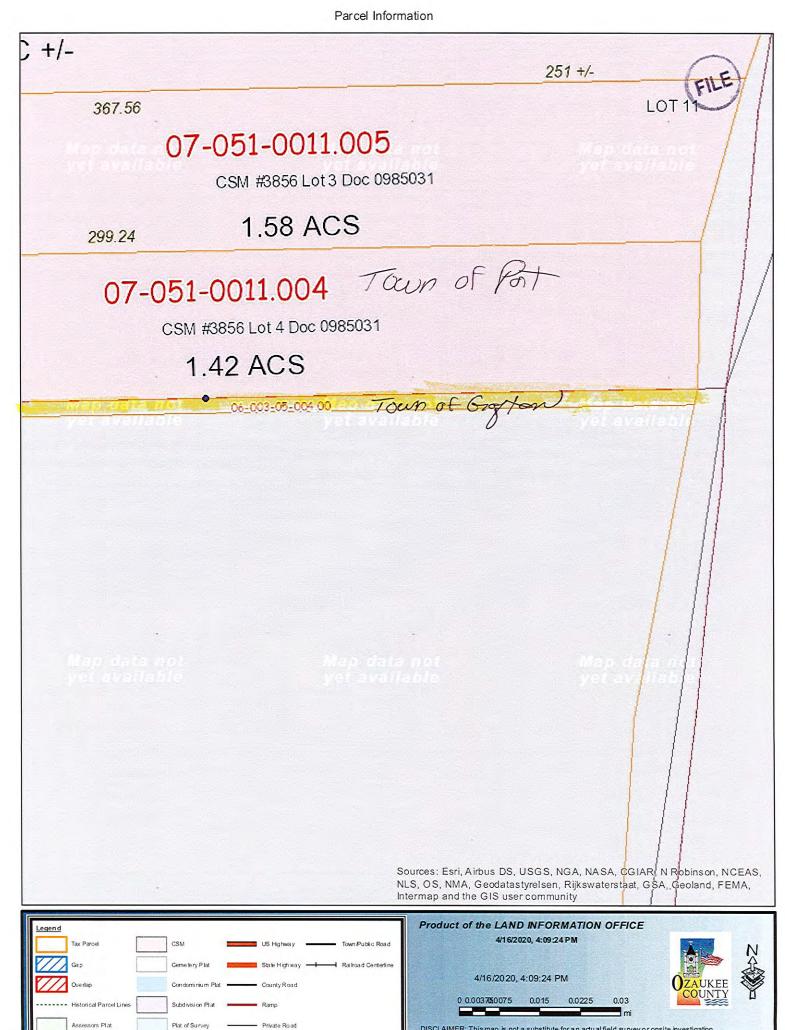
INCLUDE THIS STUB WITH YOUR PAYMENT

ASSESSED VALUE ASSESSED VALUE TOTAL ASSESSED AVERAGE ASSMT NET ASSESSED NET PROPERTY TAX 1.42 LAND IMPROVEMENTS VALUE RATE VALUE RATIO 100 0 100 0.910735065 0.01411471 (Does NOT reflect credits) ESTIMATED FAIR MARKET ESTIMATED FAIR MARKET TOTAL ESTIMATED School taxes also reduced A star in this VALUE LAND VALUE IMPROVEMENTS FAIR MARKET VALUE by school levy tax credit box means See Reverse, Use Value Assessment unpaid prior 0.20 year taxes. 2018 2019 EST. STATE AIDS EST. STATE AIDS 2018 2019 % TAX TAXING JURISDICTION ALLOCATED TAX DIST. ALLOCATED TAX DIST. NET TAX NET TAX CHANGE STATE OF WISCONSIN 0 0 0.00 0.00 OZAUKEE COUNTY 160.598 174,464 0.19 0.19 0.0% TOWN GRAFTON 0.0% 162,687 173.094 0.24 0.24 SCHOOL #4515 339,706 4.9% 327,011 0.82 0.86 **TECH SCHOOL** 653,490 626,103 0.13 0.13 0.0% **FOTAL DUE: S1.42** TOTAL 1,289,094 1,328,059 1.38 1.42 2.9% FOR FULL PAYMENT, PAY TO LOCAL TREASURER BY: ANUARY 31, 2020 Warning: If not paid by due dates, installment option is lost and total tax is FIRST DOLLAR CREDIT 0.00 0.00 0.0% delinquent subject to interest and, if LOTTERY AND GAMING CREDIT 0.00 0.00 0.0% applicable, penalty, Failure to pay on time. See reverse NET PROPERTY TAX 2.9% 1.38 1.42 FOR INFORMATION PURPOSES ONLY • Voter Approved Temporary Tax Increases

Total Additional Total Additional Taxes Total Additional Year Increase Total Additional Taxes Year Increase Taxing Jurisdiction Taxing Jurisdiction Taxes Applied to Property Ends Taxes Applied to Property Ends SCHOOL #4515 69.559 0.21 2039

BILL NUMBER: 402667	I BILL NUMBER: 402667	I NELSON, MARK B BILL NUMBER: 402667
PIN# 060030500400 NELSON, MARK B	PIN# 060030500400 NELSON, MARK B	PIN# 060030500400
PO BOX 143 GRAFTON, WI 53024-0143	PO BOX 143 GRAFTON, WI 53024-0143	PO BOX 143 GRAFTON, WI 53024-0143
TOWN GRAFTON 1102 BRIDGE STREET	TOWN GRAFTON 1102 BRIDGE STREET	TOWN GRAFTON 1102 BRIDGE STREET
MAKE CHECK PAYABLE AND MAIL TO:	MAKE CHECK PAYABLE AND MAIL TO:	MAKE CHECK PAYABLE AND MAIL TO:
AMOUNT ENCLOSED	AMOUNT ENCLOSED	AMOUNT ENCLOSED
ВУ МАУ 31, 2020	BY MARCH 31, 2020	or 1ST INSTALLMENT OF: \$1.42 BY JANUARY 31, 2020
PAY 3RD INSTALLMENT OF: \$0.00	I PAY 2ND INSTALLMENT OF: \$0.00	1 PAY FULL AMOUNT OF: \$1.42

INCLUDE THIS STUB WITH YOUR PAYMENT



DISCLAIMER: This m not a substitute for an actual field survey or onsite investiga

