COOPERATIVE BOUNDARY PLAN
BETWEEN TOWN OF SUMMIT AND TOWNS OF DELAFIELD, OCONOMOWOC AND OTTAWA AND THE VILLAGES OF DOUSMAN AND OCONOMOWOC LAKE

April 23, 2009

Approved by WI DOA: October 2, 2009

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1.0 INTRODUCTION

This cooperative boundary plan (Plan) is prepared by the Town of Summit with its neighbors, the Town of Delafield, Town of Oconomowoc, Town of Ottawa, Village of Dousman, and Village of Oconomowoc Lake, under the authority of §66.0307, Wisconsin Statutes. The Town is entitled to set boundary lines with its neighbors because they are adjacent municipalities and are parties to this Plan. This Plan should not be read as and is not a plan among Summit's neighbors who are participating. It is strictly a Plan between Summit and each of the participants individually.

Pursuant to §66.0307, Stats., this Plan requires public input and comment and approval from additional agencies with final approval by the Department of Administration. This Plan is entered into as part of the Town of Summit's incorporation attempt.

Because this Plan involves the Town of Summit with each of its neighbors, the structure of this Plan is a little different than the format typically seen for agreements between two municipalities. All general information about the Town of Summit is contained in the Section 3. Then beginning with Section 4, each municipal party to this Plan will be addressed separately.

2.0 AUTHORIZING RESOLUTIONS & ATTEST BY AFFIDAVIT

Initial authorizing resolutions must be approved by each participating municipality before Plan preparation may commence. §66.0307 (4)(a), Stats. Authorizing resolutions must be dated and signed by the chief elected official and attested by the municipal clerk. A copy of the initial authorizing resolutions for the Town of Summit, Town of Delafield, Town of Oconomowoc, Town of Ottawa, Village of Dousman, and Village of Oconomowoc Lake can be found at Exhibit A. These were completed by the various bodies during the week of March 2, 2008.

The statute also requires an attest by affidavit that the authorizing resolutions were sent by first class mail to the Department of Administration; Department of Natural Resources; Department of Transportation; the clerks of any municipality, school district, vocational technical and adult education district and any sewer or sanitary district which has any part of its territory within five miles of a participant municipality; the clerk of each county in which a participating municipality is located; and any county zoning agency or regional planning commission whose jurisdiction includes a participating municipality. The attests by affidavit can be found at Exhibit B.

3.0 TOWN OF SUMMIT

3.1 Existing Political Boundaries

The Town of Summit is located on the western boundary of Waukesha County just north of the County mid-point. The Town of Oconomowoc borders immediately to the north, the Town of Delafield to the east and the Town of Ottawa to the south. The Village of Dousman is in the central part of the Ottawa-Summit town line, with part of the Village extending north into Summit and part south into the Town of Ottawa. The Village of Oconomowoc Lake is in the northeastern corner of the Town. A map of the existing political boundaries can be seen at Map 1.

3.2 Existing Land Use

Land use for the Town of Summit can be seen in Map 2. The majority of land use within the Town is residential. The three highest types of land use found within the Town are single-family residential, environmental corridor and water bodies, and agricultural field crops.

3.3 Existing Environmental Conditions

A. Topography

The topography of Town is mostly level to gently rolling. While western Waukesha County is famous for its hilly "Kettle Moraine" terrain and parks, the Town has only a touch of such terrain in a few of the Town's eastern Sections, and to a lesser degree southwest of the City of Oconomowoc. The land is very level in the middle reaches of the Town with an elevation of 800-900 feet above mean sea level per the national geodetic vertical datum. With the Town's gravel subsoils, much of the rainwater does not run off but soaks downward. The results of this remarkably flat terrain are some extensive marsh areas. The topography of the area is depicted on Map 3.

B. Geology

No areas containing historically significant geologic features are known to exist at this time. The glacial deposits in the area are generally deep, and there are no known areas of shallow bedrock or bedrock out crop in the area. Bedrock can be found at between 20-100 feet in the southeast corner of the Town. In the rest of the Town bedrock can be found anywhere from 100 to 400 feet. The bedrock depths runs in bands in a general northeast to southwest direction. The potential for sand and gravel deposits are great throughout the Town. The Town's main surface form is nearly level glacial outwash plain with the southwest corner described as level organic, and a small part of the inter-lobate kettle moraine extends into the northeast corner of the Town.

C. Groundwater

The layer of Maquoketa Shale underlying the eastern portions of the Southeastern Wisconsin region is missing in the Town. This means that the Town is located in the recharge area of the deep

sandstone aquifer underlying Waukesha County and the Southeastern Wisconsin region. This aquifer is an important source of high quality municipal and industrial water supply within the region. This aquifer is subject to contamination in its recharge area by infiltration of pollutants, and this factor must be an important consideration in any development planning effort.

The majority of the Town is located in an area of generally shallow depths to the groundwater table, between 10 to 30 feet. The groundwater reservoir provided by the glacial till deposits and the underlying Platteville, Decorah, and Galena limestone bedrock formations is the source of supply for the on-site wells used in the area as a source of potable water. These wells are also susceptible to pollution from the infiltration of surface water and from on-site sewage treatment and disposal systems.

Groundwater is available from three aquifers. From the surface downward they are: the sand and gravel glacial drift aquifer, part of the shallow system; the Niagara aquifer, also part of the shallow system; and the sandstone aquifer, comprising the deep artesian system. The glacial drift aquifer, consisting of water-bearing sand and gravel, ranges from zero to 300 feet in thickness. It is generally thickest in the northwestern quarter and along the southern one-fourth of the County and thinnest or nonexistent where bedrock is near the surface. The Niagara aquifer thickness ranges from zero feet in the western and south-central portions of the County, where dolomite bedrock is absent, to more than 300 feet in the Menomonee Falls and Butler area. This aquifer underlies the eastern two-thirds of the County at shallow depths of approximately 50 feet or less. The sandstone (deep) aquifer ranges from about 400 feet thick, in the northwest corner of the County, to about 2,400 feet in thickness, in the southeast corner of the County, and is from 200 to 400 feet below the surface of the ground.

The source of groundwater recharge in the County is precipitation and snow melt. Each year, between one and two inches of precipitation and snow melt infiltrate and recharge the groundwater reservoir. The amount that infiltrates at any locality depends mainly on the permeability of the surficial soils and rock materials, including the extent of urban development and its attendant impervious surfaces. Most of the recharge water circulates only within the shallowest aquifer system, which generally includes the glacial drift and underlying shallow bedrock (Niagara dolomite), before it is discharged as seepage to the surface waters or evaporates. Only a small part of the recharge reaches the deeper parts of the groundwater system. Recharge to the sandstone aquifer occurs mainly as vertical leakage through the glacial drift in the western part of the County, where the Maquoketa shale is absent. A smaller amount is also induced as vertical leakage through the Maquoketa shale; a still smaller amount occurs through deep wells that are open to the Niagara and glacial drift aquifers. The recharge area of the sandstone aquifer also includes large portions of neighboring Jefferson and Dodge Counties.

Groundwater discharge from the sandstone aquifer in Waukesha County occurs mainly through wells, with little or no natural discharge to surface water. Pumping from the sandstone aquifers has altered its potentiometric surface over the past century. Prior to intensive pumping from the aquifer, the potentiometric surface was located just below the ground surface, and in some instances was actually above the surface, as evidenced by flowing artesian wells. Since 1880, the

original potentiometric surface of the sandstone aquifer has been markedly altered, primarily as a result of municipal and industrial pumpage in southeastern Wisconsin and northeastern Illinois. Draw downs of up to 350 feet have occurred in the Milwaukee-Waukesha area, while draw downs in excess of 275 feet have occurred at the Wisconsin-Illinois state line. The continued draw down of the sandstone aquifer may be tempered by conversion to use of surface waters, particularly from Lake Michigan, by former heavy users of the sandstone aquifer in northeastern Illinois. Potential impacts of draw down include higher pumping and construction costs for deeper wells.

Groundwater in the County is of good quality and is suitable for most uses, but most of the water is very hard and requires softening for some uses. Estimated well yields, or the quantity of water flowing per unit of time, are generally lowest in the Niagara aquifer and highest from the sandstone aquifer. The glacial drift aquifer generally yields water at half the rate of the sandstone aquifer. The largest users of groundwater in the County are its incorporated municipalities, with most of the groundwater pumpage concentrated in the northeast quarter of the County and around the City of Waukesha. Large water users generally pump from the sandstone aquifer, while smaller and domestic users utilize the shallower Niagara and glacial drift aquifers.

Groundwater quality conditions can be impacted by such sources of pollution on the surface as landfills, agricultural fertilizer, pesticides, manure storage and application sites, chemical spills, leaking surface or underground storage tanks, and onsite sewage disposal systems. The potential for groundwater pollution in the shallow water table aquifers is dependent on the depth to groundwater, the depth and type of soils through which precipitation must percolate, the location of groundwater recharge areas, and the subsurface geology. Most of Waukesha County exhibits moderate to high potential for contamination of groundwater in the shallow glacial drift and Niagara aquifers. Generally, the areas of the County most vulnerable to groundwater contamination are where both Niagara dolomite and the water table are near the surface. The Town has significant areas designated as having a high potential for groundwater contamination. Compared to the deep aquifer, the shallow aquifers are more susceptible to pollution from the surface because they are nearer to the source in terms of both distance and time, thus minimizing the potential for dilution, filtration, and other natural processes that tend to reduce the potential detrimental effects of pollutants. Isolated cases of bacterial and nitrate contamination have been identified in portions of northeastern Waukesha County, where the dolomite formations are near the surface. Such problems can often be traced to non-point pollution sources and septic system discharges.

In parts of the western third of the County, there is no confining impermeable layer of rock between the glacial drift and the sandstone aquifer. This is cause for concern in planning for the future development of that area. Urban development adversely affects both the quantity and quality of recharge water, especially where the aquifer is overlaid by outwash, end moraine, or other highly permeable glacial material. An increase in the area of impervious surfaces such as pavement affects the recharge of the sandstone aquifer by diverting larger amounts of precipitation into surface drainage courses as runoff, rather than allowing it to percolate into the ground.

D. Air Quality

Currently all of Waukesha County is considered a federal non-attainment area for meeting standards of ozone pollution, representing emissions of volatile organic compounds. Potentially negative impacts on air quality may occur as a result of urban development in the Plan Area.

E. Soil Types

Soil properties exert a strong influence on the manner in which land is used since soil properties affect the cost and feasibility of building site development and the provision and performance of both on-site sewage treatment and disposal and centralized sanitary sewerage facilities. A need, therefore, exists to carefully consider not only how land and the attendant soils are currently used, but how they can be best used and managed.

The U.S. Conservation Service under contract to the Southeastern Wisconsin Regional Planning Commission , has completed detailed, operational soil surveys of the entire seven county Southeastern Wisconsin planning region including the Town. The soil surveys provide definitive data on the physical, chemical, and biological properties of the mapped soils; and, more importantly, provide interpretations of the soil properties for planning and engineering purposes. Therefore, the soil survey can be used to prepare suitability maps for various land uses and engineering applications.

The general soil associations within the Plan area are shown on Map 4. The soils consist generally of the Fox-Casco association, and are generally well-drained soils that have a moderately to deep subsoil of clay loam over sand and gravel. The soils were formed on glacial outwash plains and stream terraces, and are generally well-suited to urban development with centralized sanitary sewerage systems.

F. Wetlands and Water Bodies

Wetlands may be defined as areas that are inundated or saturated by surface water or groundwater at a frequency, and with a duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands perform an essential set of natural functions which make them particularly valuable resources contributing immeasurably to environmental health and biological diversity. For this reason, wetlands are regulated by the Federal, State and County government. Wetlands also pose severe limitations for urban development. These limitations are related to the high water table, high compressibility and instability, low bearing capacity, and high shrink-swell potential of wetland soils. If urban development is permitted to intrude into wetlands, these limitations may result in flooding, wet basements, unstable foundations, failing pavements, excessive infiltration and inflow of clear water into sanitary sewers, and failing sewers. Wetlands, therefore, are an important consideration in any community development planning effort. The location and extent of wetlands within the Plan area are shown at a reduced scale on Map 5. All wetland areas within the Plan area are currently planned to be retained essentially in their natural state. Such retention is assured by

Federal and State as well as local regulation.

As shown on Map 5, there are 15 major and minor surface water bodies within the Town. Additionally, the Bark River, Oconomowoc River and Battle Creek flow between some of the water bodies as well as separately.

The Oconomowoc River flows through the northeastern portion of the Town. This river is both a perennial and navigable stream tributary to the Rock River. The location and extent of the floodlands along this river have been delineated by the Federal Emergency Management Agency and are protected against filling and the intrusion of urban development by State required County floodland zoning.

The Bark River is the main drainage system for the Town of Summit. The river flows from the central portion of the Town on the east at the Nemahbin Lakes to the south and west, draining about 50% of the Town lands. This river is both a perennial and navigable stream tributary to the Rock River. The location and extent of the floodlands along this river have recently been updated by the Federal Emergency Management Agency and Wisconsin Department of Natural Resources. These floodplain areas are protected against filling and the intrusion of urban development by State required County floodland zoning.

Battle Creek flows through the west-central portion of the Town. This waterway originates in the large wetland complex in the Town's western area. Battle Creek is the smallest system in the Town, but remains both a perennial and navigable stream tributary to the Oconomowoc River. The location and extent of the floodlands along this system have recently been updated by the Federal Emergency Management Agency and are protected against filling and the intrusion of urban development by State required County floodland zoning.

The Town of Summit includes the following fifteen named lakes: Upper Nashotah, Lower Nashotah, Upper Nemahbin, Lower Nemahbin, Waterville, Crooked, Middle Genesee, Lower Genesee, Silver Lake, Bowron Lake, Duck Lake, Laura Lake, Henrietta Lake, Golden Lake

G. Wildlife

An inventory of wildlife habitat in the Southeastern Wisconsin planning region and in the Town was conducted jointly by the Wisconsin Department of Natural Resources and the Commission in 1985. Three classes of wildlife habitat were identified and mapped in the inventory: Class I, high value; Class II, medium value, and Class III, other.

Wildlife in the area generally includes such upland game and non-game species as rabbit, squirrel and woodchuck; predators such as fox and raccoon; game birds; and marsh furbearers such as muskrat. Non-game species include songbirds and marsh and shore birds. Waterfowl are present and deer may be found in some areas.

The remaining wildlife areas provide important opportunities for recreational, educational

and scientific activities as well as an aesthetic asset. As such, these areas deserve careful consideration for preservation in any development planning effort. Any disturbance of wildlife habitat areas will be minimized through zoning that protects primary environmental corridors.

There are no federally protected species, State or Federal Parks, or State Natural Areas (SNAs) identified in the Town of Summit. However, there are 8 species and habitats that provide homes for these 8 species, that are classified as State Threatened and Endangered (T&E). This classification holds the state's highest level of statutory projection and largest advocacy from regulatory agencies and environmental groups.

These eight species are:

1. Acadian Flycatcher
2. Forked Aster
3. Blanding's Turtle
4. Slender Madtom
5. Starhead Topminnow
6. Ellipse Mussel
7. Pugnose Shiner
8. Salamander Mussel

The Bark and Oconomowoc Rivers, Oconomowoc Lake, Lower Nemahbin Lake, and the SW wetlands of the Town are home to these T&E species. Though the list to the State's natural heritage inventory is reviewed annually, rapid change (improvement) is not estimated to occur with these species.

Another classification that the DNR uses to categorize species that are either dwindling in numbers or showing other causes for concern, is "State Special Concern Species." Species in this category are not as rare, threatened or endangered, but require the watchful eye of advocacy groups to keep them from dwindling in numbers and becoming T & E. These 15 species are:

1. Banded Killifish
2. Garewell's Water Milfoil
3. Lake Herring
4. Swamp Spreadwing
5. Side-Swimmer
6. Adder's Tongue
7. Glade Fern
8. Showy Lady's-Slipper
9. Ohio Golden Rod
10. Common Bog Arrow Grass
11. The Bullfrog
12. Reflexed Trillion
13. Black Tern
14. Lake Chubsucker
15. Least Darter

Whereas the DNR and environmental advocacy groups historically have concentrated on identifying and projecting individual Threatened and Endangered species, recent conservation efforts have changed to be more macro in focus, concentrating more on the entire habitat or ecosystems surrounding Threatened and Endangered species. Simply put, you can not improve the chances of a Threatened and Endangered species surviving and growing without ensuring that the habitat it thrives upon is protected and enhanced.

As such, various types of habitats and natural areas have been identified:

Critical Plant Species Habitats Sites:

Genesee Lake Road Tamaracks
Dousman Road Low Woods
Massaro Woods

Rare Bird Species Habitats:

Laura Lake Swamp
Genesee Lake Road bog
Duck Lake

Rare Herptile Species Habitat:

Entire Township-Blandings Turtle
Entire Township-Bullfrog

County Natural Areas (CNAs):

Genesee Lake Road Bog
Oconomowoc Swamp
Crossroads Bog
Laura Lake Swamp
Bark River Marsh
Breens Bay Sedge Meadow
Sawyer Road Sedge Meadow
Perkins Property

H. Historic Areas

There are three places of historic interest in the Town: the Fredrick C. Aherns House and Gustave Pabst Estate are listed on the National Register of Historical Places. The Summit Cemetery dates from the 1860's, but is not listed on the National Register.

3.4 Planning Documents that Pertain to the Boundary Adjustment Areas

Town of Summit Land Use Plan

The most recent Town of Summit Comprehensive Land Use Plan was adopted in June of 2001 in compliance with the Wisconsin "Smart Growth" legislation. A copy of the 2010 Master Plan is attached in Appendix A. The Town developed this plan in compliance with the State legislation and using the OLIS grant monies. The Town had been in the process of updating its master plan when the Legislature passed the Smart Growth law. The Town therefore converted its plan to encompass the smart growth requirements. Summit was the first Town in the State to enact a Smart Growth Plan. See also Map 6.

Waukesha County Development Plan

The Waukesha County Development Plan was originally adopted in August 1996, and has been updated annually since 1997. The Town of Summit Land Use Plan is in compliance with the Waukesha County Development Plan. The County Plan is available for viewing at

www.waukeshacounty.gov by choosing the Parks & Land Use tab, then the 1997 Development Plan tab on the left as that document, created by SEWRPC, is out of print. Updates to the County Plan can be found in the Append as well as on the County website. Waukesha County is leading creation of Multi-Jurisdictional Comprehensive Development Plan to satisfy State Statutes 66.1001, commonly referred to as the Smart Growth Law. The Waukesha County Plan is close to completion and will likely be adopted by the Waukesha County Board of Supervisors in 2009.

Regional Land Use Plan for Southeastern Wisconsin

The Regional Land Use Plan for Southeastern Wisconsin: 2035 is set forth in SEWRPC Planning Report No. 48. (Available online http://www.sewrpc.org/publications/pr/pr-048_regional_land_use_plan_for_se_wi_2035.pdf) That plan is further refined by a series of sanitary sewer service reports and other planning documents the Waukesha County Development Plan, Dousman, Oconomowoc and Delafield-Hartland sewer service area plans. The Regional Planning Commission published SEWRPC Community Assistance Planning Report No. 172 (2nd Edition) in September 1999.

3.5 Existing Ordinances that Affect the Boundary Adjustment Areas

Town of Summit Zoning Code, updated through August 2007, found at Ch. 235 Town of Summit Code. See Appendix A which is contained on a compact disk.
Town of Summit Design Guidelines, 2005, See Appendix A.
Town of Summit Division and Platting of Lands, found at Ch. 213 Town of Summit Code. See Appendix A.

Waukesha County Shoreland and Floodland Protection Ordinance

Waukesha County Shoreland and Floodland Subdivision Control Ordinance

3.6 Existing Public Facilities

A. Sewer & Water

Approximately five square miles of the Town of Summit currently are served with sanitary sewer in three utility districts. These districts include the Silver Lake Utility District with 140 single family properties and four commercial properties served by the City of Oconomowoc treatment plant; Summit Utility District #2 with about 550 single family homes, commercial and institutional properties served by the Del-Hart treatment plant; and Summit Utility District #3 with institutional and commercial properties at the intersection of I-94 and STH 67 served by the City of Oconomowoc for both sewer and water service.

The Town has an existing sanitary sewer and water service agreement with the City of Oconomowoc to provide these services in the future to an additional 1.5 square miles of territory. Part of this boundary plan will allow for requests for service from the Dousman treatment plant that

include another five square miles of territory.

These agreements and existing utility systems allow for at least 75% of the town's population to have the capacity for sewer service and at least 30% of the town's population to have access to municipal water service.

B. Stormwater Drainage

The Town has provided for regulation of stormwater drainage and erosion impacts through it's comprehensive land division ordinances. The ordinances require an analysis of stormwater erosion impacts with regard to each new rezoning and land division. The Town then requires implementation and installation of stormwater drainage and erosion control features necessary to protect the areas impacted by such development. The Town primarily utilizes rural cross Sections with roadside ditches and culverts together with stormwater storage facilities including natural floodland and wetland complexes and stormwater detention and retention basins. The roadside ditches and culverts discharge to natural drain channels to the major inland lakes of the area as well as the Bark and Oconomowoc Rivers.

In the fall of 2008 the Town also completed the approval process for Municipal Separate Storm Sewer System Discharge permits within the DNR guidelines. The town is currently in compliance with all DNR MS4 permitting requirements.

C. Transportation

Interstate Highway 94 is the Town's major east-west transportation facility that divides roughly the northern third of the Town from the southern two-thirds. State Highway 67 is the second most important highway, dividing the Town east and west roughly in half. State Highway 18, a road of lesser importance, skirts the southern fringes of the Town. County trunk Highways B, BB, DR, V and P also serve the Town. Two interchanges serve the area from the Interstate at STH 67 and CTH P. The lakes and natural areas in the Town limit traffic circulation somewhat in an east west direction, especially between CTH DR and USH 18. The Town includes a park and ride facility at the southeast corner of STH 67 and CTH DR. This site will remain until a new facility is completed as part of the I-94 / CTH P interchange reconstruction scheduled for 2011.

The Waukesha County Lake Country Trail runs through the Town of Summit along CTH DR and CTH P. This trail will be connected to a county-wide bike and pedestrian trail system. Ultimately the Town and Waukesha County will connect trails south of I-94 to the Village of Dousman and the Town Parkland on Genesee Lake Road.

D. Police and Fire/Rescue Services

The Town of Summit Police Department provides full-time, twenty-four hour police services to the entire Town. The Town Police Department is comprised of the Chief, a Lieutenant, six full-time officers, four part-time officers and a Clerk. Dispatch services are provided through contract

with the Waukesha County Sheriff's Department.

The portion of the Town bounded on the north by the northern developed areas of the Genesee Lakes and to the south by the Town line, are provided with Fire Services through the Dousman Fire District. The Dousman Fire District provides fire and rescue services, through inter-municipal contract involving the Town of Summit, the Town of Ottawa, and the Village of Dousman. The remainder of the Town is provided with fire services through the Summit Fire District. The Summit Fire District provides fire and rescue services, via an inter-municipal contract involving the Town of Summit and the Village of Oconomowoc Lake. The Town has arranged for rescue services through the City of Oconomowoc. The Town and Summit Fire District have arranged for ambulance services through the City of Oconomowoc. A map showing the boundaries of the two fire districts can be seen at Map 7.

E. Utilities

The Town is provided natural gas and electric power by WE Energies. Telephone service is available to all property owners within the Town and is provided by either AT & T or CenturyTel. Cable television is available through Time-Warner Cable Services in the higher-density areas.

F. Parks and Recreation

The Town currently has one developed park that supplies approximately 3.5 acres of active and passive recreation facilities to Town residents. Additionally there is one school recreation area that supplies approximately 3.5 acres of active recreation facilities to Town residents. Finally, the Town has one County boat launch and six State boat launches. The Town does not have any County Parks or State Parks within its boundaries. The Town park is located in a developed residential area, while the boat launches are located along highways adjacent to lakes scattered throughout the Town. In 2002 Summit purchased a 77-acre tract in Section 28 for development as a community park.

Peter Prime Park

Peter Prime Park is a 3.5 acre neighborhood park that is located in the northeast Section of the Town, north of the Interstate Highway 94, and situated in a residential area near Upper Nemahbin Lake. Peter Prime Park is the Town's only park, and it receives heavy use from residents of the surrounding neighborhood. Recreation facilities include: a softball diamond, a basketball court and an open play area. The existing facilities in Peter Prime Park are generally in good condition.

Subdivision Open Space and Parklands

There are several subdivisions in Summit that include some park and open space as part of the original plat. The primary use of these parklands is for private neighborhood open space, with limited active recreation space.

Summit

Subdivision Parks	Location	Size
Forest Cove	Section 17	60 acres
Genesee Lake Farms	Section 28	3 acres
Interlaken Village	Section 13	5 acres
Lake Country Village	Section 14	25 acres
Pauly Preserve	Section 31	3 acres
Riverline	Section 7	3 acres
Summit Meadows	Section 34	10 acres

County Boat Launch

Waukesha County maintains one boat launch facility in the Town of Summit. The Nemahbin Lake Access is located in the eastern Section of the Town, on Delafield Road, on the South Shore of Upper Nemahbin Lake.

State Boat Launches

The State of Wisconsin maintains five boat launch facilities in the Town. The Golden Lake Boat Access is located in the south-west Section of the Town, on State Highway 18, on the south shore of Golden Lake. The Lower Nemahbin Lake Public Access is located in the eastern Section of the Town, off of County Highway P, on the western shore of Lower Nemahbin Lake. The Upper Genesee Lake Public Access is located in the central Section of the Town, on State Highway 67, on the western shore of Upper Genesee Lake. The Lower Genesee Lake public access is located on Genesee Lake Road between Lower and Middle Genesee Lakes, as is public access to Middle Genesee Lake. The Silver Lake public access is located on the north shore of Silver Lake on CTH B.

G. Library

There is no library in the Town of Summit. Residents may use the City of Oconomowoc's library or any of the libraries throughout the County through the Waukesha County Federated Library System.

3.7 Social and Economic Attributes of the Area

A. School Districts

The Oconomowoc Area School District covers roughly the northern 2/3 of the Town of

Summit. No school buildings are located within the Town. Other primary, middle and high schools are located in the City of Oconomowoc, Town of Oconomowoc, and Town of Ixonia.

The School District's levy in 2009 will be $7.60 per $1,000 mills. The General Fund Budget for 2008-09 is $48,975,000. This is an increase of 4.8 % over prior year revenues, driven mostly by enrollment growth.

On November 7, 2006, residents overwhelmingly passed a building referendum with majority support in all 13 municipalities of the District. The referendum provides for the construction of two, grades 5-8 intermediate schools, and auditorium and gymnasium additions to the high school. These facilities, opened in the fall of 2008, provide modern instructional and performance spaces as well as becoming a community asset for decades to come.

Enrollment has increased by 6.9% in the last three years, from 4,340 students to 4,640 students, or an increase of 300 students. Enrollment is expected to grow by at least another 100 students in the 2007-08 school year. Elementary classroom space will reach 100% utilization for 2007-08. The two new intermediate schools are expected to be ready for the start of the 2008-09 school year.

The remainder of the Town is served by the Kettle Moraine School District, principally serving portions of Sections 26-28, 31 and all of 32-36. The property tax levy of KMSD is estimated at $29,771,209 including a special levy of $789,300 to retire outstanding debt early. The 2007-08 estimated tax rate is $8.21 per $1,000 of equalized value, which is $.40 less than the 2006-07 rate. Children in the Town of Summit who attend the Kettle Moraine School District go to Dousman Elementary School and all students in the District attend Kettle Moraine Middle School (6th -8th grade) and Kettle Moraine High School. Enrollment in the District is 4,309 and 1,000 attend KMMS and 1445 attend KMHS. There are 507 students at Dousman Elementary.

B. Shopping and Social Customs

Residents of the Town of Summit have a variety of choices to satisfy shopping and social needs. Shopping areas include major retail and service centers north of Interstate 94 along STH 67, at the Interstate 94 / STH 83 Interchange in the City of Delafield, and smaller shopping districts in the Village of Dousman and the Okauchee business district in the Town of Oconomowoc. The Town of Summit has approved development of Summit Village Commons at the intersection of STH 67 and CTH DR for a commercial/retail center of approximately 40 acres in conjunction with a nursing home and assisted living facility currently under construction.

Social life in the Town of Summit centers around water and neighborhood associations. Many of the lakes have active lake associations. Sixteen neighborhood groups or associations are recognized by the town as active and holding at least annual meetings. Local groups sponsor annual fireworks displays around the Independence Day holiday, fishing jamborees during the appropriate season, and a New Years Day polar bear plunge for the adventurous swimmers.

Summit

Within the Town of Summit there are two hospitals, a new nursing home and assisted living facility, long term care facility for children and adolescents with special needs, and four churches.

C. Housing Analysis

TABLE 1
Population

	Town of Summit	Waukesha County
Population: 1980	4,050	280,203
Population: 1990	4,003	304,715
Population: 2000	4,999	360,767
Population: 2007 DOA Est.	5,177	381,651
Median Age (2000)	39.6	38.1

Source: Wisconsin Dept. of Administration & 2000 US Census, DP-1 Profile of General Demographic Characteristics

Close to 60% of the Town of Summit's population is between 20 and 64 years of age; 12.8% is 9 and under, 17% is 10 to 19 years old and 10.6% is 65 and older. Close to 73.3% of households are comprised of a married-couple family, and 32.9%t of those include children under the age of 18. Of those citizens over the age of 25 at least 94% had obtained a high school diploma or better.

Summit

TABLE 2
Area Housing Data

	Town of Summit	Waukesha County
Total Housing Units	1,904	140,309
Occupied	91.8%	135,229
Owner Occupied Housing Units	89%	103,373
Renter Occupied	11%	31,856
Vacant	8.2%	5,080
Median Value	$227,300	$170,400
Median Gross Rent	$822	$726

Source: Wisconsin Department of Administration & 2000 US Census, DP-1 Profile of General Demographic Characteristics

Close to 100% of the Town's housing stock is made up of single units, either detached or attached (97.7%). Housing made up of 2-9 units account for about 1.8% of the available housing, with no housing consisting of more than 9 units. Twenty-eight and four-tenths percent of the housing stock has been built since 1980, with the remainder being built before 1979. The greatest percentage of housing units was built between 1940 and 1959 (24.1%).

TABLE 3
Area Income Data

2000	Town of Summit	Waukesha County
Median Household Income	$ 71,884	$ 62,839
Per Capita Income	$ 28,797	$ 29,164
Households Below Poverty Level:		
Families	4.2%	1.7%
Families headed by females	9.2%	8.8%
Individuals	5.0%	2.7%

Source: Wisconsin Dept. of Administration & 2000 US Census, DP-1 Profile of General Demographic Characteristics

4.0 TOWN OF DELAFIELD

The Town of Delafield is located in about the middle of Waukesha County. It is directly east of the Town of Summit, the Town of Genesee and the Village of Wales lie directly to the south and the City of Pewaukee to the east. The City of Delafield, the Village of Nashotah and the Village of Hartland occupy more than the west and north halves of the Town. The Town of Merton meets Delafield at Section 1. See Maps 1 and 1 a.

4.1 Existing Environmental Conditions

A. Topography

The topography in the Town is typical to the surrounding area and has elevations of 930 near the southwest 1/4 of Section 31 to 1024 in the northwest ¼ of Section 30. The County's highest point, Lapham's Peak, in the Lapham Peak State Forest is 1,233 feet. The Scuppernong Creek flows westerly through the southern portion of Section 31. There is an unnamed water body in Section 30 that is at an elevation of 882. The land also includes some kettles. See Map 8.

B. Geology

The Town contains several geologic points of interest. They are as follows:

1. Scuppernong Creek Spillway, Sections 5, 6 Town of Genesee & Sections 32, 33 Town of Delafield. One of the finest examples of a glacial spillway remaining in the United States. Studied on a national and international basis. Associated with several other interlobate glacial features including kames, a kame delta, and kettles.

2. Jones Quarry, Sections 23, 24. Undisturbed 19th-century quarry remains only source of rich Ordovician fossil biota in Southeastern Wisconsin. To east is an excellent exposure of the Niagara Escarpment.

3. Delafield Drumlin Fields Sect ions 1, 2 Town of Genesee & Sections 34, 35, 36 Town of Delafield. A very well developed example of a drumlin field.

4. Delafield Interurban Cut Sections 23, 24. Fossil-rich exposure of lower Mayville Dolomite along abandoned interurban railway line.

5. Tessmann Drumlin, Section 36. Drumlin with a local relief of 80 feet.

The inter-lobate kettle moraine is the predominant surface land form in the Town of Delafield, occupying most of the Town in a north-east to south-west fashion. Section 1 can be characterized as mostly near level outwash and the far south eastern corner in Section 36 is characterized by drumlins.

C. Groundwater

See information in Town of Summit, §3.3 (C).

D. Air Quality

Currently all of Waukesha County is considered a federal non-attainment area for meeting standards of ozone pollution, representing emissions of volatile organic compounds.

E. Soil Types

At the boundary of Summit and Delafield the soils are predominately Fox silt loam. Moving east from that boundary, there is a band of Casco Rodman series with some Boyer loamy sand in various locations. The eastern half of the Town consists of predominantly the Hochheim-Theresa association as well as north around the Pewaukee Lake. All soils are well drained. For undeveloped land, the soil can be classified as Class I & II or Class II soils per SEWRPC, these areas are mainly in the southwest corner adjacent to the boundary with Summit and in the southeast corner of the Town. See Map 9.

F. Wetlands

There are no wetlands along the border area with the Town of Summit. There is a floodplain along Scuppernong Creek, near the boundary agreement area as well as along the creek in Sections 32, 33 and 28. Wetlands occur in other areas within the Town, with the largest 3 being around Brandybrook Creek, near the County boat launch on Pewaukee Lake and adjacent to Pewaukee Lake on the north side at the City of Pewaukee boundary. There are also scattered pockets throughout the Town. See Map of 10.

G. Water bodies

The Scuppernong Creek flows westerly through the southern portion of Section 31 and there is an unnamed water body in Section 30. No other water bodies are within the proposed boundary area. Etter Lake is located in Section 25 and is surrounded by private land, so there is no public access. Pewaukee Lake covers much of Sections 13 & 14 as well as a portion of Sections 12 & 15 in the Town. Brandybrook Creek begins in Section 27 and flows south through Sections 34 and 35 into the Town of Genesee. Scuppernong Creek begins in Section 28 and flows into and through Sections 33 and 32 into the Town of Genesee and back into the Town in Section 31 as described above, then into the Town of Summit. See Map 10.

H. Wildlife.

There are 2 species of wildlife and vegetation that is listed as endangered by the State on the Natural Heritage Inventory that occur in the Town of Delafield: a fish, the Slender Madtom and a

plant, the Prairie White-fringed Orchid. There are 5 threatened species:

Yellow Gentian	Butler's Gartersnake	Pugnose Shiner
Blandings Turtle	Beaked Spikerush	

There are 9 species classified as special concern:

Black-crowned Night-heron	Ohio Goldenrod	Banded Killifish
Mottled Darner	Showy Lady's Slipper	Yellow Evening Primrose
Upland Boneset	Lake Chubsucker	Lesser Fringed Gentian

Only the Prairie White-fringed Orchid is on the Federal Endangered Species list and is classified as "listed - threatened".

The State has identified 7 communities of interest that exist in the Town: Southern Dry forest, Schrub-carr, Emergent Marsh, Clacareous FenOpen Bog, Southern Dry-mesic, Forest and Mesic Prairie. A community is an assemblage of different plant and animal species, living together in a particular area, at a particular time, in a specific habitat. Communities may be named for their dominant plant species (for example, pine barrens, sedge meadows, and oak savannas), a prominent environmental feature (Great Lakes Dune, Dry Cliff), or some combination of these factors. Communities range in size from less than an acre to thousands of acres. Communities are dynamic and always changing. Some change may be rapid while other change is too slow for many humans to notice during their brief lifetimes.

4.2 Planning Documents that Pertain to the Boundary Adjustment Area

Town of Delafield Land Use Plan, June 1999, see Appendix A and also Map 11

A Comprehensive Development Plan for Waukesha County - for information see §3.4 above

4.3 Existing Ordinances that Affect the Boundary Adjustment Area

Town of Delafield Zoning Code (Chapter 17) , see Appendix A.

Town of Delafield Land Division and Development Control (Chapter 18) , see Appendix A.

Waukesha County Stormwater and Erosion Control Ordinance, see Appendix A.

Waukesha County Shoreland and Floodland Protection Ordinance, see Appendix A.

Waukesha County Shoreland and Floodland Subdivision Control Ordinance, see Appendix A.

4.4 Existing Public Facilities

A. Sewer and Water

There is no public sewer or water service in the Boundary area of the Town of Delafield with Summit. Areas around Pewaukee Lake in the Town are served with public sewer through the Lake Pewaukee Sanitary District. The remainder of the Town is on septic systems.

B. Storm Water Management

Storm water management within developments is regulated by the Town-adopted Waukesha County Stormwater and Erosion Control ordinance. By contract, the County administers the ordinance for the Town for all development except one and two family dwellings.

C. Transportation

Cushing Park Road, a rural two lane Town highway is located ½ mile east of the border with the Town of Summit. Local roads serve the subdivisions located in the northwest portion of Section 30.

Major roads within the Town are Interstate Highway 94, U.S. Highway 18, both of which run east and west, and State Highway 83, which runs north and south. A small portion of State Highway 16 runs through the far north-eastern corner of the Town. County Highways G and C provide north-south access south of I-94, in the far eastern and far western quadrants of the Town. County Highway E and K.E. provide transportation north of Pewaukee Lake and I-94.

D. Police & Fire

Police service is provided via a contract with the Waukesha County Sheriff's Department. The contracted deputy patrols the Town 8 hours per week. The Town is patrolled at other times by Waukesha County deputies as part of their overall County responsibilities.

Fire service is provided by the Town of Delafield volunteer fire department. In times of need, there are mutual aid agreements in place. The Town of Delafield Fire Department provides fire protection and emergency medical services to over 8000 residents living in an area of 18 square miles. The Department has been proudly serving the Town and surrounding communities since 1919. Station #1 is located at W304 N2455 Maple Avenue on the west end of Pewaukee Lake. Station #1 houses the Department's administrative offices , along with engine 3161, ambulance 3151, grass fire truck 3181, heavy/dive rescue 3176, tanker 3191 and the rescue trailer with AT and Zodiac Raft. Station # 2 is located at W329 S690 Highway C in the southwest corner of the Town adjacent to Lapham Peak State Park. Station #2 houses engine 3162, tanker 3192 and ambulance 3152.

There is a Pewaukee Lake Patrol, which is overseen by the City of Pewaukee Police Chief, that enforces local regulations on the Lake. The Village of Pewaukee, City of Pewaukee and the Town of Delafield contribute funds to operate the lake patrol. Each of the municipalities have enacted identical ordinances under the provisions of §30.77, Stats., in order to regulate activity on the Lake.

E. Utilities

The Town is served with electric, telephone, gas and cable television. Cell phone service is provided by all the major cellular phone companies. Garbage and recycling service is provided by Veolia Environmental Services.

F. Park and Recreation

There are no directly adjacent park and recreation facilities in the Town of Delafield to the boundary area; however, Lapham Peak State Park is located approximately ½ mile east of the border with Summit. The Town has 3 parks :

Del-Town Park: This is the first park developed by the Town of Delafield and is five and a half (5.5) acres of land just west of the Town Hall. The land includes a youth hardball/softball baseball field with backstop fencing and groomed infield. (Located ½ mile east of Hwy. 83 on Golf Rd.)

Elmhurst Park: This Park is located on Elmhurst Road near the entrance to the Kettle Park Subdivision. It offers a jogging path, picnic tables, grills, shelter and playground equipment and is situated on five and a half (5.5) acres of land. (Located on Elmhurst Rd. (Hwy G) just south of I-94)

Sports Commons: Built on fifteen (15) acres at the corner of Silvernail Road and Maple Ave, the complex offers a variety of ball fields including two hardball/softball fields, multi-use sports court (used for tennis, volleyball and basketball), sand volleyball court, and a play field used for soccer and T-Ball. A sizeable skateboard park with 6 ramps is available in the northwest corner of the park. Picnic sites are available with grills and a picnic shelter. A playground area with equipment is situated near picnic site. An 80 spot paved parking lot is provided with paved access to the ball diamond spectator areas, shelter and playground. An additional 30 spot parking lot has been located near the skateboard area.

In addition there are 3 Waukesha County Parks located within the Town:

Naga-Waukee Park: The 416 acre parcel consists of a heavily wooded, regional park, a championship 18-hole golf course, and 2 lake access sites. The Naga-Waukee Park and Golf Course are located north of I-94, spanning the lands between the shores of

Nagawicka Lake and Pewaukee Lake.

Retzer Nature Center: The center is located on Madison St. which is 1/8 mile south of Highway 18 and County Road DT (a small portion is within the Town boundaries). It offers a variety of educational programming, Environmental Learning Center, Charles Z. Horwitz Planetarium and a number of walking nature trails.

Lake Country Trail: The Town of Delafield was a partner in the development of an 8 mile east-west walking, biking, cross country skiing trail which extends from the Landsberg Center trailhead in the City of Waukesha to Cushing Park in the City of Delafield. Created out of the former Milwaukee-Watertown Interurban Railway bed, later owned by Wisconsin Electric as a right of way. The trail development costs were shared by Waukesha County, The Town of Delafield, the City of Delafield, the Town of Pewaukee and the Department of Natural Resources. The ongoing operation and maintenance of the facility is the responsibility of Waukesha County. Future plans include extending this trail to the City of Oconomowoc resulting in a 15 mile long trail.

G. Library Services

There is no library in the Town of Delafield. Service is provided by the City's of Delafield, Waukesha and Pewaukee through the Waukesha County Federated Library System.

H. Historic

Within the Town the State Tuberculosis Sanitarium and the Wisconsin School for Boys - Wales are listed on the National Register of Historic Places and State Historical Sites. There are additional sites at the Sanitarium that are potentially eligible for listing that need additional evaluation as of 2005.

4.5 Social and Economic Attributes of the Area

A. Social and Shopping Customs

The Town of Delafield is primarily a residential community. The Town logo purports "Residential, Recreational, Responsible" to describe the Town. The Town has no specific designated downtown area. Shopping takes place in adjacent communities such as the City of Delafield, City of Pewaukee and the Village of Hartland.

B. Schools

One private elementary school is located in the Town, Prairie Hill Waldorf School, and there

is a State institute, Ethan Allen School for delinquent juveniles. The rest of the Town is served by either the Kettle Moraine School District or the Hartland - Lakeside Elementary School District for elementary school services and the Kettle Moraine School District and Arrowhead Union High School District for high school education.

C. Housing Analysis

TABLE 1
Population

	Town of Delafield	Waukesha County
Population: 1980	3,750	280,203
Population: 1990	4,597	304,715
Population: 2000	7,820	360,767
Population: 2007 DOA Est.	8,299	381,651
Median Age (2000)	38.6	38.1

Source: Wisconsin Dept. of Administration & 2000 US Census, DP-1 Profile of General Demographic Characteristics

Close to 35% of the Town of Delafield's population is 19 and under; 9.7% is between 20 and 34 years of age; 38.5% is between 35 and 54 with 17.1% 55 and over. Seventy nine and five tenths percent of households are comprised of a married-couple family, and 39.1% of those include children under the age of 18. Of those citizens over the age of 25, 96.3% had obtained a high school diploma or better and 47.6 % had obtained a bachelor's degree or higher.

Delafield

TABLE 2
Area Housing Data

	Town of Delafield	Waukesha County
Total Housing Units	2,623	140,309
Occupied	2,542	135,229
Owner Occupied Housing Units	2,130	103,373
Renter Occupied	222	31,856
Vacant	104	5,080
Median Value	$285,500	$170,400
Median Gross Rent	$ 839	$726

Source: Wisconsin Department of Administration & 2000 US Census, DP-1 Profile of General Demographic Characteristics

Ninety-two percent of the Town's housing stock is made up of single units, either detached or attached. Housing located within structures consisting 2-19 units make up 5.7% of the available housing and 0.5% of housing is located in structures of 20 or more units. Since 1979 housing has grown quite rapidly. Nineteen percent of the housing stock was built between 1970 and 1979 and 13.1% was built between 1980 and 1989. Close to 35% of housing was built between 1990 and 1998. Housing build since 1999 only accounts for 4.2% of housing, and 24.6% of housing was built before 1959.

Delafield

TABLE 3
Area Income Data

2000	Town of Delafield	Waukesha County
Median Household Income	98,779	$ 62,839
Per Capita Income	41,391	$ 29,164
Households Below Poverty Level:		
Families	1.9%	1.7%
Families headed by females	21.4%	8.8%
Individuals	3.0%	2.7%

Source: Wisconsin Department of Administration & 2000 US Census, DP-1 Profile of General Demographic Characteristics

4.6 Boundary Adjustment Plan

The existing boundary between the Town of Summit and Town of Delafield will remain as it currently exists. See Map 1. No territory will move between the two municipalities.

A. Duration of Planning Period

The planning period is indefinite as the boundary will be as it currently exists in perpetuity.

B. Proposed Boundary Changes and Conditions Which Will Trigger Changes

The boundary between the Town of Summit and the Town of Delafield will remain as it currently exists in perpetuity. There will be no territory shifted from one to the other.

C. Impacts of Development on Land Within the Boundary Adjustment Area

No impacts of a significant nature are expected on the topography, on geology, groundwater, air quality, soil types, wetlands, water bodies or wildlife of the region are envisioned as a result of development occurring in this Plan. All development within this area will occur as already planned for each Town, or has already been developed and not as a result of this Cooperative Boundary Plan.

D. Service Provisions

All services shall remain as currently provided by either Summit or Delafield.

Delafield

E. Boundary Adjustment Area Land Use Plan

There is no boundary adjustment land use plan in this Plan between Summit and Delafield because the existing land use plan in each municipality remains the same and will be applicable to the appropriate municipality. Should the Town of Summit successfully incorporate as a village, the Village of Summit shall not exercise its rights under §62.23(7a), Stats. (extraterritorial zoning) or §236.45, Stats. (extraterritorial plat review) within the Town of Delafield without the prior approval of the Town of Delafield.

F. Environmental Evaluation

No impacts are expected as a result of this boundary Plan as all development either has occurred or will be as previously planned.

G. Permit and Ordinance Requirements

There are no permit or ordinance requirements imposed on either Summit or Delafield. Each municipality will continue to issue permits and monitor and regulate compliance with ordinances within its boundaries.

H. Additional Obligations of the Town of Summit and Town of Delafield

The Town of Summit is seeking incorporation which is one reason for entering into this Plan with the Town of Delafield. As part of that effort, Summit has asked for the Town's support. The Town of Delafield has agreed not to object to any efforts on the part of Summit to incorporate under the laws of the State of Wisconsin. In addition, should Summit be successful in its incorporation efforts, it agrees that it shall not exercise the annexation authority found in Chapter 66 within the Town of Delafield without written approval of the Town of Delafield.

There are no additional obligations imposed on Summit or Delafield under this Plan.

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5.0 TOWN OF OCONOMOWOC

The Town of Oconomowoc is located in the northwest corner of Waukesha County, directly north of the Town of Summit. It is bordered on the north by the Town of Ashippun located in Dodge County and to the west by the Town of Ixonia in Jefferson County. The Village of Oconomowoc Lake and the City of Oconomowoc are to the south, and the Town of Merton is directly to the east. See Maps 1 and 1a.

The Village of Lac La Belle, is a very small incorporated community located on the north and northwest shores of Lac La Belle, within the Town in Sections 19 and 20. The City of Oconomowoc occupies some of the southern portion of the Town, namely Sections 32 and 33 with portions of Sections 22, 27, 28 and about half of Section 31.

5.1 Existing Environmental Conditions

A. Topography

As is most of southeastern Wisconsin, the topography in the Town has been formed by the glacial movements that ended about 10,000 years ago. The majority of the Town's elevation is from 800 to 900 feet, except for the northeastern and eastern part of the Town which ranges from 900 to 1000 feet. This higher elevation can be also be found in some additional pockets throughout the Town. Few areas within the Town have slopes greater than 12% and those tend to be in isolated pockets scattered throughout the Town. The Town surface land forms can be characterized as gently sloping ground moraine forming a v shape from the northeast corner of the Town across to the northwest corner of the Town and down to the center of the southern Town boundary. The southeastern corner was shaped by the inter-lobate kettle moraine and the southwest corner can be described as nearly level outwash. See Map 12.

B. Geology

The thickness of the glacial deposits, and thus the depth to bedrock, within the Town are mostly from 100 to 200 feet, with a small pocket at the northern boundary of zero to 20 feet and some areas where the glacial deposits are from 200 to 300 feet, mostly in the eastern part of the Town. Bedrock formations in Waukesha County consist of Precambrian crystalline rocks, Cambrian sandstone, Ordovician dolomite, sandstone and shale and Silurian dolomite. Within the Town they consist of mostly Maquoketa Shale and Platteville, Decorah and Galena Formations, undifferentiated.

C. Groundwater

Groundwater is a vital natural resource of Waukesha County, which not only sustains lake levels and wetlands and provides the perennial base flow of the streams, but also is a major source of water supplies. In general, Waukesha County has an adequate supply of groundwater to support

its growing population, agriculture, commerce, and a viable, diverse industry. However, overproduction and water shortages may occur in areas of concentrated development and intensive water demand, especially in the sandstone aquifer and in selected areas served by the shallow aquifers. The amount, recharge, movement, and discharge of the groundwater is controlled by several factors, including precipitation, topography, drainage, land use and soil limitations.

In 2002, the Southeastern Wisconsin Regional Planning Commission (SEWRPC) published Technical Report 37 entitled, Groundwater Resources of Southeastern Wisconsin. The Report provided baseline information regarding groundwater availability and use in southeastern Wisconsin.

Groundwater occurs within three major aquifers that underlie the County. From the land's surface downward, they are: 1) the sand and gravel deposits in the glacial drift; 2) the shallow dolomite strata in the underlying bedrock; and 3) the deeper sandstone, dolomite, silts tone, and shale strata. Because of their proximity to the land's surface and hydraulic interconnection, the first two aquifers are commonly referred to collectively as the "shallow aquifer," while the latter is referred to as the deep aquifer. Within most of the County, the shallow and deep aquifers are separated by the Maquoketa shale, which forms a relatively impermeable barrier between the two aquifers. This shale layer is located in the eastern portion of the Town.

In 2003, the Wisconsin Legislature passed the Groundwater Protection Act (Act 310) which sets new standards and conditions for approval of high capacity wells by the Department of Natural Resources (DNR) and other requirements for the management of the use of groundwater. Under Act 310, groundwater management areas were established in Southeastern and Northeastern Wisconsin, most notably Waukesha and Brown Counties, respectively. Those areas were designated as such because declining groundwater levels have become a chronic concern.

Much of the groundwater in shallow aquifers originates from precipitation that has fallen and infiltrated within a radius of about 20 or more miles from where it is found. The deeper sandstone aquifers are recharged by downward leakage of water through the Maquoketa Formation from the overlying aquifers or by infiltration of precipitation in western Waukesha County where the sandstone aquifer is not overlain by the Maquoketa Formation and is unconfined. On the average, precipitation annually brings about 32 inches of water to the surface area of the County. It is estimated that approximately 80 percent of that total is lost by evapotranspiration. Of the remaining water, part runs off in streams and part becomes groundwater. It is likely that the average annual groundwater recharge to shallow aquifers is 10 to 15 percent of annual precipitation.

Groundwater quality conditions can, through improper construction or management, be impacted by such sources of pollution on the surface as infiltration of storm water runoff, landfills, agricultural fertilizer, pesticides, manure storage and application sites, chemical spills, leaking surface or underground storage tanks, and onsite sewage disposal systems. The potential for groundwater pollution in the shallow aquifer is dependent on the depth to groundwater, the depth and type of soils through which precipitation must percolate, the location of groundwater recharge

areas, and the subsurface geology.

Compared to the deep aquifer, the shallow aquifers are more susceptible to pollution from the surface because they are nearer to the source in terms of both distance and time, thus minimizing the potential for dilution, filtration, and other natural processes that tend to reduce the potential detrimental effects of pollutants. Isolated cases of contamination have been identified in portions of Waukesha County. Such problems can often be traced to runoff pollution sources, septic system discharges, and chemical spills or leakage.

In the far western portion of the County, there is no confining impermeable layer of rock between the glacial drift and the sandstone aquifer. This is cause for concern in planning for the future development of that area. Urban development adversely affects both the quantity and quality of recharge water, especially where the aquifer is overlaid by outwash, end moraine, or other highly permeable glacial material. An increase in the area of impervious surfaces such as pavement affects the recharge of the sandstone aquifer by diverting larger amounts of precipitation into surface drainage courses as runoff, rather than allowing it to percolate into the ground.

D. Air Quality

The Clean Air Act requires the U.S. Environmental Protection Agency (EPA) to set national ambient air quality standards (NAAQS) for six criteria pollutants (carbon monoxide, lead, nitrogen dioxide, particulate matter, ozone, and sulfur oxides) which are considered harmful to public health and the environment. Areas not meeting the NAAQS for one or all of the criteria pollutants are designated as non-attainment areas by the EPA. In areas where observed pollutant levels exceed the established NAAQS and which are designated as "non-attainment" areas by the EPA, growth and development patterns may be constrained. For example, major sources of pollutants seeking to locate or expand in a designated non-attainment area, or close enough to impact upon it, must apply emission control technologies. In addition, new or expanding industries may be required to obtain a greater than one-for-one reduction in emissions from other sources in the non-attainment area so as to provide a net improvement in ambient air quality. Non-attainment area designation may therefore create an economic disincentive for industry with significant emission levels to locating or expanding within or near the boundaries of such an area. In order to eliminate this disincentive and relieve the potential constraint on development, it is necessary to demonstrate compliance with the NAAQS and petition EPA for redesignation of the non-attainment areas.

The Southeastern Wisconsin Region currently meets all but the ozone NAAQS, and the EPA has designated a single six-county ozone non-attainment area within the Region which is made up of Kenosha, Milwaukee, Ozaukee, Racine, Washington, and Waukesha Counties. Ozone is formed when precursor pollutants, such as volatile organic compounds and nitrogen oxides, react in the presence of sunlight. The ozone air quality problem within the Region is a complex problem because ozone is meteorologically dependant. In addition, the ozone problem in the Region is believed to be attributable in large part to precursor emissions which are generated in the large urban areas located to the south and southeast and carried by prevailing winds into the Region. The ozone

problem thus remains largely beyond the control of the Region and State and can be effectively addressed only through a multi-state abatement effort. Over the past decade, the combination of local controls and offsets implemented within and external to the Region, along with national vehicle emissions control requirements have resulted in a significant improvement in ambient air quality within the Region as well as nationally, and projections of future emissions indicate a continued decline in precursor emissions and a continued improvement in air quality.

E. Soil Types

Physical properties and limitations exhibited by the soils within the Town of Oconomowoc are a key consideration to be utilized for an effective planning program. Development should only be permitted where suitable soils are demonstrated to exist and where the long-term suitability for the uses proposed can be supported. At the same time these sensitive soils, if developed, will contribute to a loss of ground water recharge, groundwater pollution or unnecessary drainage of wetlands and can be protected through sound land use planning practices. The maps which are inventoried show those areas of the Town of Oconomowoc that exhibit soils with severe limitations for onsite sewage disposal systems and those areas which exhibit good agricultural suitability characteristics, i.e., prime agricultural soils as well as well-drained soils of state-wide significance. Generally, the soils, which axe not suitable for onsite sewage disposal systems are located in wetland complexes both adjacent to water bodies or in isolated conservancy areas. The southern half of the Town of Oconomowoc generally has Fox and Casco type soils which are well drained, sandy, gravelly soils which in accordance with the current COMM 83 standards are acceptable for on- site sewage disposal systems. It should be further noted, that the U.S.D.A. has rated many of these permeable soils with an unsuitable rating for onsite sewage disposal systems because of their permeability being too fast to effectively attenuate the contamination of septage. In the absence of centralized public water supply system within the Town individuals must rely on shallow wells for a potable water supply. These types of wells are recharged from rainfall and runoff and subject to contamination from local sources. Urban development utilizing onsite sewage disposal systems may, if poorly planned and located, result not only in surface water pollution but in groundwater pollution and contamination of individual shallow wells, which can cause serious public health hazards. See Map 13.

F. Wetlands

There are lots of wetlands within the Town of Oconomowoc and as can be expected, many of them are associated with the various water courses within the Town. Specifically along the Ashippun River, Rosenow Creek and the Oconomowoc River. There are also large wetlands in other areas of the Town which are not directly associated with a lake, river or stream. See Map 14 of major wetlands and woodlands. Many of these additional wetland areas exist on state or county owned land, ensuring their preservation.

Oconomowoc

G. Water Bodies

The Town contains several large water bodies as well as several water courses. Lac La Belle and Fowler Lake occupies a large part of Sections 19, 20, 30, 29, 32 and 31. They are 1,117 and 78 acres, respectively and are connected to Okauchee Lake on the east side of the Town by the Oconomowoc River. Okauchee Lake, only a portion of which is within the Town, occupies a large portion of Section 25, parts of Sections 23, 24, 35 and 36. It is 1,187 acres, of which about half is within the Town. Okauchee and Lac Labelle are the 3rd and 4th largest lakes in Waukesha County, respectively. Additionally, located in Section 15 is Ashippun Lake, which is 84 acres. Smaller lakes include: Crystal Lake, Mapletown Lake, Tamarack Lake, Florence Lake and Upper Oconomowoc Lake, which is formed partially by the Oconomowoc River connection between Okauchee and Lac La Belle. Monterey Mill Pond has been formed on Ashippun River in Section 9 by the dam.

The Ashippun River, enters the Town in Section 2, and runs through Sections 1, 2, 11, 10, 15, 9, 8, 5, 6 and 7 for 11 miles on its way to the Rock River. Rosenow Creek begins in Section 35 and flows north through Sections 27 and 28 to its point of entry into Lac La Belle in Section 29. As noted previously the Oconomowoc River flows from Okauchee Lake to Fowler Lake/Lac LaBelle. See Map 14.

H. Wildlife

Within the Town of Oconomowoc, there are no known species that are on the Federal Government's threatened or endangered lists. The following are categorized by the Wisconsin DNR:

The Slender Madtom, a fish, is the only species listed as endangered in the Town, while the Pugnose Shiner and the Ellipse (mussel) are the only ones listed as threatened species.

There are 6 species classified as special concern:

Black-crowned Night-heron	American Eel	Banded Killifish
Least Darter	Farwelll's Water-milfoil	Lake Chubsucker

Two plant communities within the Town are listed in the Natural Heritage Inventory, but communities are not given a status such as endangered, threatened or special concern. They are the Emergent Marsh and the Southern Tamarack Swamp (rich).

5.2 Planning Documents that Pertain to the Boundary Adjustment Area

Master Land Use Plan, see Appendix A and Maps 15a and 15b.

Land Division Ordinance, see Appendix A

A Comprehensive Development Plan for Waukesha County - for information see §3.4 above

Oconomowoc

5.3 Existing Ordinances that Affect the Boundary Adjustment Area

Waukesha County Basic Zoning Ordinance, See Appendix A

Waukesha County Shoreland and Floodland Protection Ordinance, see Appendix A

Waukesha County Shoreland and Floodland Subdivision Control Ordinance, see Appendix A.

Waukesha County Storm Water Management and Erosion Control Ordinance

5.4 Existing Public Facilities

A. Sewer and Water

The Town of Oconomowoc does not provide water service. All homes in the Town have private wells. The Town of Oconomowoc has two Sanitary Districts and one Utility District that provide sewer services. Mary Lane Sanitary District is located on the southwest corner of Lac LaBelle, just north of and adjacent to the City of Oconomowoc boundary. Blackhawk Sanitary District is located on the central east shore of Lac La Belle off STH 67 on the north side of the City of Oconomowoc. The Town of Oconomowoc Utility District #1 serves a residential area just north of STH 16 around portions of Okauchee Lake. The remainder of the Town is served by private onsite wastewater systems.

B. Storm Water Management

The Town of Oconomowoc is currently under the Waukesha County Storm Water and Erosion Control Ordinance.

C. Transportation

The Town is served by State Highway 67 which runs north and south in the western third of the Town connecting to State Highway 16 which runs east and west just south of the Town boundaries and then to Interstate 94, located in the Town of Summit. Interstate 94 provides access to Milwaukee and Madison as well as points beyond. Park and Ride lots are located at the STH 67 interchange on I-94 as well as STH 67 and Lang Road, and at CTH P and STH 16. County Highway P provides another important north-south route in the eastern third of the Town also connecting to STH 16. Pennsylvania St runs north from Lac La Belle to the Town's northern boundary along the section lines. In a similar fashion Norwegian Road runs north from County K, just north of Okauchee Lake to the Town line along the west section lines of the eastern most sections. Crossing the Town east to west is Mapleton Road, also known as County Trunk Highway CW along the southern section line of Sections 1-6, and County K which runs from the Town's eastern boundary to STH 16 in the in the southern third of the Town.

Oconomowoc

Bus service is available to Milwaukee and Madison on Badger Bus line from the Park & Ride at I-94 and bus service is available from downtown in the City of Oconomowoc to downtown Milwaukee on Coach USA bus line.

D. Police and Fire

The Town of Oconomowoc has 12 full time sworn officers, which includes a Chief, Lieutenant, Sergeant, Investigator and 8 patrol officers. In addition to full time patrol duties the Town also operates a boat patrol during the summer consisting of 2 patrol boats and a personal water craft on the larger lakes in the Town.

E. Private Utilities

The Town does not provide garbage pick up so property owners make arrangements with Onyx or Waste Management. Phone service is provided by two phone companies depending on what area of the Town the property is located. Service is provided by AT & T as well as Verizon. Cable TV is provided to some of the Town by Time/Warner Cable. WE Energies services the Town of Oconomowoc for gas. For electric services, the Town is serviced by the City of Oconomowoc or WE Energies depending on location.

F. Park and Recreation Facilities

In the 1970's, the Waukesha County Park and Planning Commission's staff prepared an Outdoor Recreation Plan for the Town of Oconomowoc. That Plan, assigned an acreage requirement for park categories per 1,000 population and should be evenly distributed throughout the township. The study also indicated that a standard of 10 acres per 1,000 people is used as a basis for evaluating community programs. This acreage standard is distributed among the following types of parks: play lots (1.0 acre per 1,000 persons), playfields (1.5 acres per 1,000 persons), neighborhood parks (2.5 acres per 1,000 persons), and community parks (5 acres per 1,000 persons).

The Town of Oconomowoc contains 1 golf course, the Oconomowoc Golf Club with 168.7 acres. The Department of Natural Resources owns approximately 265 acres of land consisting of principally wetlands and located in the northwest corner of Section 4, containing 82 acres; 74 acres in the west one-half of Section 15; 115 acres in the north portion of Section 16; and 10.9 acres in the southeast corner of Section 29. Generally these areas are used for public open space purposes. The area located in Section 15 in the Town of Oconomowoc also contains a boat launch, which the Waukesha County Park and Planning Department operates. There are other Open Space lands within the Town of Oconomowoc owned by Waukesha County and located in Saddlebrook Farms. The Misty Meadows Homeowners Association and Lakeview Acres Homeowners Association also have private recreational areas for their residents.

The Mapleton Community Center, owned by the Town, which is approximately 24 acres is located in Section 11 and is divided by the Ashippun River. The main facility on the subject property

is a Community Hall, which is used for club meetings, activities and community affairs. The park is considered a community park-type as it is not within walking distance of a concentrated population area and most users of the subject property must drive to the site.

The Okauchee Lions Club also owns an approximately 14 acre parcel in Section 36 which facilitates large celebrations and carnivals in addition to family picnics and after school ballgames. This park has significance because it is accessible to nearby residents who make up a large majority of the population in the Town of Oconomowoc, it attracts people from outside and attracts people from outside the township as it has good highway access.

School playgrounds as long as playgrounds remain open for public use during non-school year hours, they can be classified as neighborhood parks. The Brown Street School site, which is located in Section 22 contains playground apparatus and grass athletic field. Use of this site is limited due to the location as it is away from the population concentration.

The Okauchee School, which is located on an approximately 8 acre parcel and in Section 35, is in a more populated area and has limited area for recreational needs but can be considered a neighborhood facility. The Town of Oconomowoc must recognize that recreation use is essential to the welfare and happiness of their citizens. Too often recreation is considered less important than other community programs. Lands unsuited for recreation purposes are often devoted to such uses without regard for the impact they may have on recreational needs. This often results in community officials being reluctant to invest additional public funds to upgrade said facilities. The Town of Oconomowoc should address the recreational issues by working with the School District in order to utilize open spaces, which are only available on a limited basis.

G. Library Services

The Town does not have a library. Citizens of the Town may use the City of Oconomowoc library or neighboring libraries under the Waukesha County Federated Library System.

H. Historic Areas

There is one location within the Town of historical interest, the Okauchee House, which is listed on the National Register of Historic places.

5.5 Social and Economic Attributes of the Area

A. School Districts:

The entire Town is served by the Oconomowoc Area School District. The only building physically located within the Town is Meadow View Elementary School just west of CTH P and north of CTH K. Other primary, middle and high schools are located in the City of Oconomowoc, Town of Summit, and Town of Ixonia. See description under Town of Summit for more information.

B. Housing Analysis

TABLE 1
Population

	Town of Oconomowoc	Waukesha County
Population: 1980	7,340	280,203
Population: 1990	7,323	304,715
Population: 2000	7,451	360,767
Population: 2007 DOA Est.	8,173	381,651
Median Age (2000)	39.7	38.1

Source: Wisconsin Dept. of Administration & 2000 US Census, DP-1 Profile of General Demographic Characteristics

The Town of Oconomowoc's population is fairly evenly distributed between age groups: 27.8% are 19 years or younger, 41.2% are between 20 and 54 years of age; and 20.9% are older than 55. Seventy percent of households are comprised of a married-couple family, and 30.8% of those include children under the age of 18. Of those citizens over the age of 25 at least 93% had obtained a high school diploma or better.

TABLE 2
Area Housing Data

	Town of Oconomowoc	Waukesha County
Total Housing Units	3,045	140,309
Occupied	2,765	135,229
Owner Occupied Housing Units	2,338	103,373
Renter Occupied	427	31,856
Vacant	280	5,080
Median Value	$197,500	$170,400

Oconomowoc

	Town of Oconomowoc	Waukesha County
Median Gross Rent	$851	$726

Source: Wisconsin Department of Administration & 2000 US Census, DP-1 Profile of General Demographic Characteristics

Ninety-four point five percent of the Town's housing stock is made up of single units, either detached or attached (94.5%). Housing that is located in structures consisting of 2 units account for 3.2% of the available housing, while structures with more than 3 units accounts for 2.3%, (there are no structures with more than 20 housing units). The majority of the housing stock has been built since 1940, with the largest amount in 10 years having been built between 1970 and 1979 (22.8%), 20.2% between 1940 and 1959, 18.6% before 1939. Twenty four point two percent of housing has been built since 1980.

TABLE 3
Area Income Data

2000	Town of Oconomowoc	Waukesha County
Median Household Income	$ 68,676	$ 62,839
Per Capita Income	$ 37,244	$ 29,164
Households Below Poverty Level:		
Families	2.0%	1.7%
Families headed by females	9.3%	8.8%
Individuals	2.4%	2.7%

Source: Wisconsin Department of Administration & 2000 US Census, DP-1 Profile of General Demographic Characteristics

5.6 Boundary Adjustment Plan

The existing boundary between the Town of Summit and Town of Oconomowoc will remain substantially as it currently exists, except for a portion that will be transferred to Oconomowoc. See Map 16 and below. This transfer is being made to combine a disconnected portion of the Town of Summit with the Town of Oconomowoc so that it can effectively and efficiently be provided with municipal services and facilities which are not readily available from the Town of Summit, due to its location.

Oconomowoc

A. Duration of Planning Period

Upon the transfer of territory to the Town of Oconomowoc, the boundaries shall be permanent, thus the period is indefinite.

B. Proposed Boundary Changes and Conditions Which Will Trigger Changes

The Town of Summit will transfer a portion of the Town to the Town of Oconomowoc. This transfer shall be effective upon approval of this Plan by the Department of Administration and a written agreement between the Town of Sumint and the Town of Oconomowoc, with sewer RECs for said parcels being transferred to the Town of Oconomowoc simultaneously. The area to be transferred is in the far northeastern corner of Section 1 and can be seen in Map 16. It is an area that is isolated from most of the Town of Summit and can be better served by the Town of Oconomowoc in terms of municipal facilities and services.

C. Impacts of Development on Land Within the Boundary Adjustment Area

No impacts of a significant nature are expected on the topography, on geology, groundwater, air quality, soil types, wetlands, water bodies or wildlife of the region are envisioned as a result of entering into this Plan. Development within this area will in accord with the Town of Oconomowoc's land use plan or has already been developed and not as a result of this Cooperative Boundary Plan.

D. Service Provisions

Responsibility for the provision of services shall remain with each municipality, except for that area which is transferred to the Town of Oconomowoc, which will then be responsible for providing services to that area.

E. Boundary Adjustment Area Land Use Plan

There is no Land Use Plan created under this Plan for the portion of Summit that is transferred to the Town of Oconomowoc. The territory to be transferred to Oconomowoc will be governed by the Waukesha County Comprehensive Development plan until Oconomowoc amends its existing land use plan to provide planning for this area. There are no other common boundaries between the 2 Towns and therefore no opportunity to or need to create a land use plan as part of this Plan.

Should the Town of Summit successfully incorporate as a village, the Village of Summit shall not exercise its rights under §62.23(7a), Stats. (extraterritorial zoning) or §236.45, Stats. (extratērritorial plat review), without the prior approval of the Town of Oconomowoc.

Oconomowoc

F. Environmental Evaluation

No impacts are expected as a result of this boundary Plan as all development either has occurred or will be as previously planned.

G. Permit and Ordinance Requirements

The territory transferred to Oconomowoc will be subject to Oconomowoc's permit and ordinance requirements.

H. Additional Obligations of Summit and the Town of Oconomowoc

The Town of Summit is seeking incorporation which is one reason for entering into this Plan with the Town of Oconomowoc. As part of that effort, Summit has asked for the Town's support. The Town of Oconomowoc has agreed not to object to any efforts on the part of Summit to incorporate under the laws of the State of Wisconsin. In addition, should Summit be successful in its incorporation efforts, it agrees that it shall not exercise the annexation authority found in Chapter 66 within the Town of Oconomowoc without written approval of the Town of Oconomowoc.

There are no additional obligations imposed on Summit or Oconomowoc under this Plan.

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6.0 TOWN OF OTTAWA

The Town of Ottawa is located directly south of the Town of Summit and is bordered by the Town of Genesee to the east and the Town of Eagle to the south. The Village of Dousman occupies a portions of Sections 3, 4 and 9. A portion of the Village of North Prairie extends into Section 36. To the west Ottawa is adjacent to the Town of Sullivan in Jefferson County. See Maps 1and 1a.

6.1 Existing Environmental Conditions

A. Topography

The topography, or relative elevation of the land surface, in the Town of Ottawa is determined generally by the configuration of bedrock geology which underlies the surficial glacial deposits left by meltwater from retreating glaciers thousands of years ago. The physiographic features of the Town include a level organic plain in the northwest corner, which is part of the extensive Bark River floodplain, a nearly level outwash plain which is comprised of glacial surface deposits that resulted beyond the edge of the ice sheet lying from either side of a line formed by C.T.H. "Z" easterly to approximately the alignment of S.T.H. "67". East of S.T.H. "67", the physiographic feature which predominates is the inter-lobate Kettle Moraine characterized by rough and varied kames and kettles often covered by oak hickory forests and pine plantations, a large portion of which is located within the Kettle Moraine State Forest project boundary in the Town of Ottawa. See Map 17.

B. Geology

Throughout most of Ottawa (approximately 3/4 of the Town) glacial deposits are fairly shallow, with bedrock at a depth between 20 to 100 feet. There is a small area where bedrock is located at less than 20 feet. In the north west corner of the Town bedrock is much deeper, from 100 to 400 feet.

C. Groundwater

Currently, there are concerns being voiced in Southeastern Wisconsin regarding the adverse impacts of development (residential as well as commercial and industrial) on the groundwater aquifer(s) in the area since this resource is not always easily replenished (recharged). This is a valid concern in the 21st century as water is a natural resource that is available in limited quantities and is susceptible to overuse, pollution, and depletion

D. Air Quality

Currently all of Waukesha County is considered a federal non-attainment area for meeting standards of ozone pollution, representing emissions of volatile organic compounds.

E. Soil Types

There are six general soil associations present in the Town of Ottawa and include:

Houghton-Palms-Adrian Association. These are described as very poorly drained organic soils in depressions on old lake beds and on Floodplain. This soil is exhibited in the Town of Ottawa in the Floodplain associated with both the Scuppernong and Bark River drainage systems and in the extensive poorly drained areas around, and north of, Pretty Lake, Reasons Lake, Larkin Lake and School Section Lake, all of which drain northwesterly into the Bark River system.

Casco-Rodman Association. These soils are excessively drained to well-drained soils that have a subsoil of gravelly, sandy loam and clay loam. They are shallow, and lie over sand and gravel in the Kettle Moraine region of the Town. The soils are shown to exist in the southeastern quadrant of the Town of Ottawa primarily south of C.T.H. "C" and east of S.T.H. "67".

The Hochheim-Theresa Association. These are well-drained soils that have a subsoil of clay loam and silty clay loam, and are formed in thin loess and loam glacial till on ground moraines. These soils are exhibited in the southwesterly portion of the Town of Ottawa.

The Fox-Casco Association. These soils are well-drained soils that have a subsoil of clay loam, with moderately deep to shallow horizons over sand and gravel, and are found on outwash plains and stream terraces. This soil association is exhibited only in the extreme northwestern corner of the Town of Ottawa.

The Warsaw-Lorenzo Association. These are well-drained soils that have a subsoil of clay loam, and are formed over moderately deep sand and gravel on outwash plains and river terraces. These soils are found in and around the Village of Dousman on either side of the Scuppernong Creek floodplain and extend to the southwest between S.T.H. "67" and C.T.H. "C" out to approximately the intersection of "67" and "C".

The Boyer-Oshtemo Association. These are well-drained soils with a subsurface of sandy loam and sandy clay loam underlain by sandy material found on outwash plains. The Boyer-Oshtemo soils are found adjacent to the Houghton-Palms-Adrian Association on slightly more upland situations and cover a significant area of the Town of Ottawa. See Map 18.

F. Wetlands

In 1995 there were approximately 4,881 acres in the Town covered by wetlands. A great majority of wetlands are located in the nearly level outwash plain west of STH 67 and almost no wetlands are exhibited within the interlobate Kettle Moraine. Large wetland areas are associated with the Bark River, Scuppernong Creek, and other intermittent streams are distributed throughout the Town. See Map 19.

G. Water Bodies

There are nine (9) identified lakes in Ottawa Town. The largest lake is School Section Lake at 125 acres of surface area and the smallest is Reasons Lake at 12 acres. In the SEWRPC classification of lakes, only Hunters Lake at 65 acres, Pretty Lake at 64 acres, and School Section Lake qualify as major lakes. The other lakes in the Township are designated as minor lakes having surface waters less than 50 acres in area.

Streams are classified as either perennial or intermittent streams, perennial streams are those which flow continuously year round, except under unusual drought conditions. Scuppernong Creek, the Bark River, the Scuppernong River and Jericho Creek are examples of perennial streams in the Town of Ottawa. There are numerous agricultural drainage ditches which are both intermittent and perennial in the Town of Ottawa, with many of them occurring in the School Section Lake sub watershed.

Floodland delineations have been prepared on the basis of engineering studies for the Scuppernong Creek and Bark River portions of the Town of Ottawa. The remaining floodlands in the Town of Ottawa at this time are based upon examination of local knowledge of historic floods, land use patterns, soils and topography. The areas without the benefit of engineering studies have been designated on a priority schedule with the State Department of Natural Resources as areas to be studied in order to determine, prepare, and promulgate specific profiles and elevations of flood hazard extent. See Map 19.

H. Wildlife

Wildlife in the Town of Ottawa includes upland game such as rabbit, fox, white-tailed dear, raccoon, opossum, and squirrel; upland game birds, including turkey, Hungarian partridge, and pheasants; and waterfowl. Hunters Lake, Pretty Lake, and School Section Lake provide good environments for desirable forms of plant and animal life. Rooted aquatic plants and algae play an important role in the ecology of these lakes. Plants such as pondweeds, rushes, cattails, coontails and water milfoils provide valuable food and shelter for fish, other aquatic life and for wildlife. Game fish species present at Hunters Lake and Pretty Lake include northern pike, large mouth bass, and pan fish. School Section Lake also is reported to have walleye present.

Within the Town the State has identified the following as endangered, threatened, and of special concern, none are listed on the Federal lists:

Endangered:

Slender Madtom

Worm-eating Warbler

Ottawa

Threatened:

Blanding's Turtle	Red-shouldered Hawk	Ellipse
Ozark Minnow	Forked Aster	Ceruluean Warbler
Hooded Warbler	Kitten Tails	Beaked Spikerush
Small White Lady's Slipper	Kentucky Warbler	

Special Concern:

Wilcox Panic Grass	Banded Killifish	Lake Chubsucker
Midwestern Fen Buckmoth	Elfin Skimmer	Lesser Fringed Gentian
Slender Bog Arrow Grass	Mulberry Wing	Common Bog Arrow Grass
Ohio Goldenrod	Few-flower Spikerush	Broad-winged Skipper
River Bluet	Highland Dancer	An Owlet Moth
Many Heded Sedge	Torrey Sedge	Autumn Coral Root

Primary environmental corridors encompass large areas of the Town and are located within the Kettle Moraine State Forest Southern Unit, along the Bark River and Scuppernong Creek, along other streams throughout the Town, and around the shorelines of lakes. These corridors encompassed a total area of about 10,149 acres, or about 45 percent of the total area of the Town. Secondary environmental corridors encompass an intermittent stream and associated wetlands in the northeast portion of the Town and link primary environmental corridors in the western portion of the Town for a total of about 105 acres, or approximately 1 percent of the total area of the Town. In addition, there are 228 acres of isolated natural resource areas associated with various wetlands and woodlands scattered throughout the Town.

6.2 Planning Documents that Pertain to the Boundary Adjustment Area

Town of Ottawa Master Land Use Plan, 2006, see Appendix A, also see Map 20.

A Comprehensive Development Plan for Waukesha County - for information see §3.4 above

6.3 Existing Ordinances that Affect the Boundary Adjustment Area

Waukesha County Basic Zoning Code, see Appendix A.

Waukesha County Shoreland and Floodplain Protection Ordinance, see Appendix A.

Waukesha County Shoreland and Floodland Subdivision Control Ordinance, see Appendix A

Waukesha County Storm Water Management and Erosion Control Ordinance

6.4 Existing Public Facilities

A. Sewer and Water

The Town is served by private onsite wastewater systems. It has also entered into an agreement with the Village of Dousman to obtain sanitary sewer service in 4 areas of the Town. However, no connections have been made at this time to Dousman's system.

B. Storm Water Management

The Town of Ottawa is under the control of the Waukesha County Storm Water and Erosion Control Ordinance. Permits are issued by the Land Resources Division of the Waukesha County Department of Parks and Land Use.

C. Transportation

The road network of the Town of Ottawa provides efficient access to the arterial transportation system serving the entire Milwaukee metropolitan area. S.T.H. "67", running north/south through the Town, provides easy access to I-94 to the north, as well as to I-43 to the south. S.T.H. "18", at the north edge of the Town, provides easy east/west travel to Waukesha and Milwaukee and to points to the west. The arterial highway network needed to serve the existing and probable future traffic demands in the Town of Ottawa to the year 2020 is in place as shown on the recommended Land Use Plan Map. The arterial network in the Town is identical to that set forth for the Town of Ottawa in the adopted Jurisdictional Highway System Plan for Waukesha County (Land Use Plan, Map V-4) and the SEWRPC's 2010 Transportation Plan (Land Use Plan, Map V-5). Another map resource that factors into development along the Town's road system is the adopted Street and Highway Width Map (Land Use Plan, Map V-6) which designates established right-of-way widths for all roads located in the Town of Ottawa.

The current plan envisions a network of 74.34 miles of roads in the Town, all of which have been constructed. There are 24.23 miles of US, State, County and Town arterial roads; 20.52 miles of County and Town collector roads; and 29.59 miles of local Town access roads to serve the Town. Additional local roads will be constructed to service future subdivision development. Certain roads in the town offer pleasing aesthetic drives through scenic landscapes. Portions of these roads have been designated as part of the Kettle Moraine Scenic Drive system.

D. Police and Fire Services

Fire protection is provided by the Dousman Fire District fire department consisting of a approximately 48 volunteer fire fighters. The Dousman Fire District provides fire and rescue services, via an intra-municipal contract involving the Town of Summit, the Town of Ottawa, and the Village of Dousman.

E. Utilities

The Town is provided gas and electric service by WE Energies. CenturyTel provides phone service and Time Warner provides cable as well as phone service over its cable lines.

F. Park and Recreation

There are five Town-owned sites including a 26-acre Town park located in the central portion of the Town; a one-acre natural spring site; and 3 one-acre public access sites, 2 located along the western shoreline of Pretty Lake and 1 located on the southern shoreline of Hunters Lake.

Ottawa Town Park offers three regulation softball fields, one teeball field, five soccer fields sized for the age of the athletes and two sand volleyball courts. In addition, the Borgstrom Pavilion offers picnic, restroom and concession facilities. Several picnic shelters and little-kid playgrounds are located throughout the park. Plans to add walking paths, a wooded glade picnic area, another small playground and enhanced plantings are being developed

The Town of Ottawa provides youth sports and recreation activities through the Kettle Moraine recreation Association. In turn, the KMRA uses Ottawa Town Park as its home field for soccer, teeball, softball and baseball programs. In addition, the town sponsors a swimming program held at Ottawa Lake. Several adult leagues also use Town Park facilities for softball and sand volleyball. The Town Park also is the site of a privately-run soccer camp for youth held each summer.

Additionally, there are 17 sites encompassing 3,827 acres, or about 79 percent of the total park and open space site acreage, that are publicly owned. Most of the public land within the Town is located within the Kettle Moraine State Forest Southern Unit, managed by the Wisconsin Department of Natural Resources (DNR). A 6 mile Section of the Glacial Drumlin Trail, also owned and maintained by the DNR, is located in the northern portion of the Town. In addition, a nine-mile Section of the Ice Age National Scenic Trail, managed by the Ice Age Park and Trail Foundation, is located in the eastern portion of the Town.

G. Library Services

The Town of Ottawa does not have a library. Citizens within the Town utilize the City of

Oconomowoc library as well as other libraries in the Waukesha Federated Library System, for which the Town contributes funding.

H. Historic

There are no sites listed on either the National or State historic registries within the Town of Ottawa. The Hunter Farm on Highway 67 is a potentially eligible historic site that needs additional evaluation per Waukesha County. There are several sites that have been evaluated but which are not eligible for historic designation located in the Kettle Moraine State Forest, Southern Unit.

6.5 Social and Economic Attributes of the Area

A. Shopping and Social Customs

Grocery stores, service providers and retail stores are located elsewhere and therefore most shopping by citizens in the Town occurs in the City of Oconomowoc, the Village of Dousman and the Village of Wales. There are a number of churches located in the Town.

B. Schools

Almost the entire Town is served by the Kettle Moraine School District. For information on the District see the information found in the Town of Summit portion of this Plan at §3.7 (A).

C. Housing Analysis

TABLE 1
Population

	Town of Ottawa	Waukesha County
Population: 1980	2,795	280,203
Population: 1990	2,988	304,715
Population: 2000	3,758	360,767
Population: 2007 DOA Est.	3,842	381,651
Median Age (2000)	41.1	38.1

Source: Wisconsin Dept. of Administration & 2000 US Census, DP-1 Profile of General Demographic Characteristics

Ottawa

Close to 40% of the Town of Ottawa's population is between 35 and 54 years of age; 28.9% is 19 and under, 11.1% is 20 to 34 years old and 22.4% is 55 and older. Family households make up 80.9% of the households, with 74% consisting of a married couple family. Of those citizens over the age of 25 at least 95.2% had obtained a high school diploma or better.

TABLE 2
Area Housing Data

	Town of Ottawa	Waukesha County
Total Housing Units	1,436	140,309
Occupied	1,375	135,229
Owner Occupied Housing Units	1,232	103,373
Renter Occupied	143	31,856
Vacant	61	5,080
Median Value	$197,400	$170,400
Median Gross Rent	$944	$726

Source: Wisconsin Department of Administration & 2000 US Census, DP-1 Profile of General Demographic Characteristics

Ninety-three percent of the Town's housing stock is made up of single units, either detached or attached. Only 3 housing structures each containing 2 units exist in the Town accounting for 0.2% of the housing stock. There are 96 units, located in structures that consist of 20 or more units which constitutes 6.8% of the housing stock. No other types are found in the Town. Twenty-eight and nine-tenths percent of the housing stock was built before 1959. Twenty-one and five tenths percentage of housing was built between 1970 and 1970. The next largest housing period growth is between 1990 and 1998 with 32% of the housing built.

TABLE 3
Area Income Data

2000	Town of Ottawa	Waukesha County
Median Household Income	$ 64,493	$ 62,839
Per Capita Income	$ 30,977	$ 29,164
Households Below Poverty Level:		
Families	0.7%	1.7%
Families headed by females	-	8.8%
Individuals	1.7%	2.7%

Source: Wisconsin Department of Administration & 2000 US Census, DP-1 Profile of General Demographic Characteristics

6.6 Boundary Adjustment Plan

The existing boundary between the Town of Summit and Town of Ottawa will remain as it currently exists. See Map 1. No territory will be transferred between the two municipalities.

A. Duration of Planning Period

The planning period is indefinite as the boundaries will not be changing under this Plan and are intended to remain the same as they currently are.

B. Proposed Boundary Changes and Conditions Which Will Trigger Changes

Because the boundary between the Town of Summit and the Town of Ottawa will remain as it currently exists, there will be no territory shifted from one to the other.

C. Impacts of Development on Land Within the Boundary Adjustment Area

No impacts of a significant nature are expected on the topography, on geology, groundwater, air quality, soil types, wetlands, water bodies or wildlife of the region are envisioned as a result of development occurring under this Plan. All development will occur as already planned for by each Town or has already been developed and not as a result of this Cooperative Boundary Plan.

D. Service Provisions

All services shall remain as currently provided by either Summit or Ottawa.

Ottawa

E. Boundary Adjustment Area Land Use Plan

Because there is no boundary adjustment under this Plan between Summit and Ottawa, the existing land use plan in each municipality remains the same and will be applicable within the appropriate municipality. Should the Town of Summit successfully incorporate as a village, Summit shall not exercise its rights under §62.23(7a), Stats., (extraterritorial zoning), or §236.45, Stats., (extraterritorial plat review), within the Town of Ottawa without the approval of the Town of Ottawa.

F. Environmental Evaluation

No impacts are expected as a result of this boundary Plan as all development either has occurred or will be as previously planned within each Town.

G. Permit and Ordinance Requirements

There are no requirements necessary as a result of this Plan as each municipality will continue to issue permits and monitor and regulate ordinance compliance within its boundaries.

H. Additional Obligations of the Town of Summit and Town of Ottawa

1. The Town of Summit is seeking incorporation which is one reason for entering into this Plan with the Town of Ottawa. As part of that effort, Summit has asked for the Town's support. The Town of Ottawa has agreed not to object to any efforts on the part of Summit to incorporate under the laws of the State of Wisconsin. In addition, should Summit be successful in its incorporation efforts, it agrees that it shall not exercise the annexation authority found in Chapter 66 within the Town of Ottawa without written approval of the Town of Ottawa.
2. Shared Services Committee. Summit and Ottawa shall create a Shared Services Committee which shall consider the feasibility of sharing services including, but not limited to police protection, public works, parks, and other community services for the betterment of both communities.

   a. The SSC shall be comprised of 3 members from Summit and 3 from Ottawa.

   b. The head of each governing body shall each be a member of the SSC. The remaining members of the SCC shall be appointed by the respective municipality's head of the governing body. Each municipality shall appoint 1 member from their respective Plan Commission and 1 from the governing body of the respective municipality.

   c. The SSC shall serve as an informal, advisory body and its determinations and recommendations will not be binding on either municipality.

d. In order to make a recommendation, a majority of the Members from each municipality who are present at the meeting must join in the recommendation.

3. There are no additional obligations of Summit or Ottawa under this Plan.

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7.0 VILLAGE OF DOUSMAN

The Village of Dousman is centrally located in the western part of Waukesha County. It is surrounded by the Town of Ottawa to the east, south and west and by the Town of Summit to the north. See Maps 1 and 1a.

7.1 Existing Environmental Conditions

A. Topography -

The Village of Dousman is relatively flat within its municipal limits; however there are two locations with steep slopes within the Village. The southern and eastern edges of Spring Lake slope downward toward the lake at a slope that may prohibit future development. The second location is immediately west of Dousman Middle School where steep slopes surround a small depression. Within the Village, elevations range from 902 feet above the mean sea level behind Dousman Elementary School and 846 feet above the mean sea level located in the southern portion of the Utica Lake Subdivision along the Scuppernong Creek. The southern moraines are located immediately to the east of the Village known as Kettle Moraine. The moraines consist of steep land forms created while the glaciers retreated from the area. See Map 21.

B. Geology

The land forms within the Village were created when the glaciers shifted and finally receded from the area leaving the moraines and outwash where the Village is located. There are several significant geologic areas in the vicinity of the Village. The first is a Kettle Moraine Interlobate Moraine, which is considered a geological area of statewide or greater significance, consisting of a complex system of irregular, knobby ridges located in the area owned by the Waukesha Land Conservancy. Three other locations near the Village are identified as areas of local significance including Hunter's Bluff, an unnamed bluff, and a quarry. These are located immediately east of the Village south of STH 18.

Bedrock is typically a detriment to future development when located within four feet of the surface of the ground. There have not been any locations identified within the Village consisting of bedrock shallow enough to cause issues for future development.

C. Groundwater

Groundwater is utilized by the residents of the Village for recreational purposes, drinking, and safety. Recreational purposes typically relate to activities such as fishing, skiing, swimming, canoeing, etc. on the surface waters throughout the Village including the Bark River, Scuppernong Creek, Utica Lake, the Red Pine Lake within The Pines Subdivision, and private lakes. The groundwater captured for drinking water is from two separate municipal wells. The groundwater in Waukesha County is generally referred to as being in the deep or shallow aquifer separated by a

layer of Maquoketa Shale. The Maquoketa Shale layer is known to end in central Waukesha County leaving the western portion of the County void of the mostly impenetrable layer of shale. Therefore, western Waukesha County including the Village of Dousman is a prime area for groundwater recharge benefitting the region.

D. Air Quality

Currently all of Waukesha County is considered a federal non-attainment area for meeting standards of ozone pollution, representing emissions of volatile organic compounds. Waukesha County meets the testing limits for the national ambient air quality standards for five of the six testing criteria. The single criterion that Waukesha County does not meet the standards is for ozone. The Village and Waukesha County are not necessarily the sole offenders of the abundance of ozone in the area. The ozone may be caused by a larger region including multiple states, but is continually monitored to improve the ozone throughout the Midwest.

E. Soil types

The soils within the Village are from three general categories: the Fox-Casco, Houghton-Palms-Adrian, and the Boyer-Oshtemo associations. The Fox-Casco association makes up the majority of the northern portion of the Village. Houghton-Palms-Adrian association soils make up the majority of the wetlands, and the Boyer-Oshtemo association is present mainly in the southern portion of the Village that is not wetland.

The Fox-Casco and Boyer-Oshtemo associations are well drained soils located mainly on outwash plains. The Fox-Casco association can also be found on stream terraces. The Houghton-Palms-Adrian association consists of very poorly drained soils and located in depressions on old lake beds and Floodplain. See Map 22.

F. Wetlands and Water Bodies

Water and wetlands are abundant in the Dousman area. Several lakes and rivers are within the Village. The Bark River, Scuppernong Creek, Utica Lake, Mill Pond, and the Pines Subdivision Lake, and a private lake are all water features within the Village. Surrounding the surface water in the Village are wetlands. Wetlands account for a significant portion of the southern part of the Village. A majority of the wetlands are included as primary environmental corridor. Three small isolated natural resource areas have been identified in the Village. These areas are mainly smaller wetlands. The isolated natural resource areas are smaller in size but their preservation remains important to the environment and to the Village. See Map 23.

G. Wildlife

Wildlife in the region typically includes upland game, such as rabbit and squirrel; predators such as fox and raccoon; game birds, including waterfowl; fish species; and also non-game species

including migratory songbirds and raptors, bobcats, skunks, voles, reptiles amphibians, and invertebrates.

The State Department of Natural Resources keeps an inventory of wildlife species throughout the State that could be threatened or endangered. An extensive listing is available for regional and statewide species, however there are not any listings specifically listed for the Village of Dousman.

Wildlife habitats were separated into three classes during an inventory in 1985 by the Wisconsin Department of Natural Resources and the Southeastern Wisconsin Regional Planning Commission. The three classes include Class I (high-value), Class II (medium-value), and Class III (other significant).

According to the Comprehensive Development Plan of Waukesha County, wildlife habitat areas combined for 31 percent of the entire County in 1985 with the following breakdown:

Class	Size	Percentage
Class I	88 Square Miles	49 Percent
Class II	61 Square Miles	33 Percent
Class III	33 Square Miles	18 Percent
Total	182 Square Miles	100 Percent

7.2 Planning Documents that Pertain to the Boundary Adjustment Area

Land Use Plan, Village of Dousman, Wisconsin, 2006, see Appendix A and Maps 24 and 25.

The Village of Dousman adopted a Master Land Use Plan in 1999. That Plan was updated with the current Land Use Plan adopted on April 5, 2006. Since adoption of the current Land Use Plan, the Village is actively participating in the Waukesha County Multi-Jurisdictional Comprehensive Development Plan to satisfy State Statutes 66.1001, commonly referred to as the Smart Growth Law. The Waukesha County Plan is close to completion and will likely be reviewed and accepted by the Village Board in early 2009, concurrently with the adoption of the plan by the Waukesha County Board of Supervisors in 2009.

7.3 Existing Ordinances that Affect the Boundary Adjustment Area

Village of Dousman Zoning Code, see Appendix A, which includes the Village Storm Water Management and Erosion Control regulations at §17.30

Village of Dousman Subdivision and Land Division , see Appendix A

7.4 Existing Public Facilities

A. Sewer and Water provisions

The Village of Dousman operates its own wastewater treatment facility. According to a study conducted by Ruekert / Mielke in 2004, as many as 310 additional homes could be connected to the sanitary sewer system without forcing the treatment facility to work beyond capacity. This number drops to 207 homes if developed in conjunction with some industrial, commercial, or institutional development occurs concurrently. The current system was constructed in 1982 and was designed to last 20 years. An upgrade in the very near future is imminent.

The Dousman Water Utility provides water service to those in the Village. It runs 2 wells and has a pumping capacity of 1.181 million gallons per day.

B. Storm Water Management

The Village adopted revisions to §17.30 of its Zoning Code in November 2008 to reflect the updated standards imposed by the Department of Natural Resources found at NR 216, Wisconsin Administrative Code.

C. Transportation

The Village of Dousman has great access to surrounding areas. There are major vehicle transportation routes passing through or very near the Village of Dousman. Interstate Highway 94, which is the major transportation route between Milwaukee and Madison, is located three miles north of the Village. State Trunk Highway 18 traverses the northern edge of the Village, in an east-west direction, while STH 67 runs along the eastern edge of the Village north and south. Two County Trunk Highways, D and Z, also travel through the Village. This network of national, state, and county highways makes the Village very accessible to both visitors and residents. Main Street in the Village reflects its name. It is the street where the Village downtown is located along with the Village Hall and Cory Park. An alternative source of transportation is located in the Village. The Glacial-Drumlin State Trail travels through the middle of the Village. Bicyclists and walkers use the trail in the summer and snowmobiles in the winter. The trail is used for both transportation and recreation.

D. Police and Fire Services

The Village of Dousman Police Department presently provides part-time police service to the entire Village. The Village Police Department is presently comprised of 3 full-time officers and six part-time officers. Of those are one Chief, one Captain, one Detective/K-9 Officer, patrol officers and one Police Clerk. Dispatch services are provided through contract with the Waukesha County Sheriff's Department.

Fire protection is provided by the Dousman Fire District fire department consisting of a approximately 48 volunteer fire fighters through the Dousman Fire District. The Dousman Fire District provides fire and rescue services, via an intra-municipal contract involving the Town of Summit, the Town of Ottawa, and the Village of Dousman. Map 7 shows the Dousman Fire District.

E. Utilities

The Village is served by WE Energies for electric and natural gas. Telephone service is available through CenturyTel. The Village provides weekly refuse pickup and commercial and industrial uses, may pay more if they produce more waste than a typical household.

F. Parks and Recreation

The Village of Dousman has limited parks and recreational opportunities throughout the Village. The main public park is Cory Park, which is located along Main Street south of the downtown area. Cory Park is approximately 12 acres with a variety of active and passive recreational opportunities. Cory Park is also used for the Village festival known as Dousman Derby Days.

The Glacial-Drumlin State Trail travels through the middle of the Village from east to west. It is open year round for various recreational uses.

G. Library Services

The Village of Dousman does not have a public library system within the Village limits. Residents of the Village likely visit the public library facilities in the facilities located in the City of Oconomowoc, City of Delafield, Village of Hartland, and the Village of Eagle all supported by the Waukesha County Federated Library System.

H. Historic

There are no listed or eligible sites within the Village.

7.5 Social and Economic Attributes of the Area

A. Shopping and Social

The majority of businesses and economic activity within the Village is performed in the downtown area along Main Street. Other shopping and social areas within close proximity of the Village include the Pabst Farms development in the City of Oconomowoc and the businesses in Delafield.

Cory Park within the Village is the major social venue for residents of the Village. Among

the events held at Cory Park, Dousman Derby Days is the Village-wide festival held annually.

B. Schools

The entire Village is part of the Kettle Moraine School District. The Kettle Moraine School District serves all or portions of ten different municipalities in western Waukesha County. The School District is comprised of four elementary schools, one middle school, and one high school. Of the schools within the Kettle Moraine School District, one elementary school and the middle school are located in the Village of Dousman. A single parochial school is also located in the Village of Dousman. St. Bruno's grade school, located near the center of the Village, is close in proximity to Dousman Elementary. All three schools are located along CTH Z in the Village.

C. Population & Housing Information

TABLE 1
Population

	Village of Dousman	Waukesha County
Population: 1980	1153	280,203
Population: 1990	1277	304,715
Population: 2000	1584	360,767
Population: 2008 DOA Est.	1873	382,697
Median Age (2000)	35.4	38.1

Source: Wisconsin Dept. of Administration & 2000 US Census, DP-1 Profile of General Demographic Characteristics

Thirty percent of the Village's population is 19 years of age and under, while 43.4% is between 25 and 54 years old. Twenty-one and four-tenths of the population is 55 and older. Family households consist of 68.5% of the total number of households. Nonfamily households make up 31.5% of the remaining households in the Village. Of those citizens over the age of 25 at least 98.7% had obtained a high school diploma or better.

TABLE 2
Area Housing Data

	Village of Dousman	Waukesha County
Total Housing Units	587	140,309
Occupied	575	135,229
Owner Occupied Housing Units	315	103,373
Renter Occupied	260	31,856
Vacant	12	5,080
Median Value	$137,000	$170,400
Median Gross Rent	$796	$726

Source: Wisconsin Department of Administration & 2000 US Census, DP-1 Profile of General Demographic Characteristics

Single-family units, either detached or attached make up 60.6% of the Village's housing stock. Structures containing 2-9 housing units make up about 25.4% of the available housing, with larger structures containing 5-9 units making up 14%. Nearly 41% of the housing stock has been built since 1980, with the remainder being built before 1979. The greatest percentage of housing units was built prior to 1939 (22.6%).

TABLE 3
Area Income Data

1999	Village of Dousman	Waukesha County
Median Household Income	$ 46,944	$ 62,839
Per Capita Income	$ 21,722	$ 29,164
Households Below Poverty Level:		
Families	3.0%	1.7%
Families headed by females	10.0%	8.8%
Individuals	4.5%	2.7%

Source: Wisconsin Department of Administration & 2000 US Census, DP-1 Profile of General Demographic Characteristics

7.6 Boundary Adjustment Plan

The existing boundary between the Town of Summit and the Village of Dousman shall change slowly with the transfer of certain areas to the Village. The transfer is planned in two phases, with completion of the first phase by 2028 and the remainder of the territory to be transferred by 2048. See Map 26.

A. Duration of Planning Period

The planning period stretches over 40 years to allow property owners to determine when they are ready to have their property transferred to the Village and to access Village services.

B. Proposed Boundary Changes and Conditions Which Will Trigger Changes

1. Common Borders Established.

The Village and Town agree that, pursuant to the provisions set forth below, the Ultimate Village Boundary which borders the Town of Summit shall be as described in Exhibit 7-A attached hereto and incorporated herein, which is also depicted on the map attached hereto and incorporated herein as Exhibit 7-B. (Such territory described in Exhibit 7-A and as depicted in Exhibit 7-B is referred to herein as the "Ultimate Village Boundary.")

2. Detachment/Attachment of Territory.

The territory presently located outside of the incorporated boundaries of the Village, but within the Ultimate Village Boundary (the "Detachment Parcels") shall be detached from the Town and attached to the Village as follows.

a. Any Detachment Parcel located within that portion of the Ultimate Village Boundary that is described in Exhibit 7-C and depicted in Exhibit 7-D, such exhibits being attached hereto and incorporated herein by reference, will automatically be detached from the Town and attached to the Village at 11:59 p.m. on December 31, 2028, unless prior to that time it is detached from the Town and attached to the Village under the procedures outlined in subsection 7.6(B)(2)c. below.

b. Any Detachment Parcel located within that portion of the Ultimate Village Boundary that is described in Exhibit 7-E and depicted in Exhibit 7-F, such exhibits being attached hereto and incorporated herein by reference, will automatically be detached from the Town and attached to the Village at 11:59 p.m. on December 31, 2048, unless prior to that time it is detached from the Town and attached to the Village under the procedures outlined in subsection 7.6(B)(2)c. below.

c. The Town agrees to detach each individual Detachment Parcel, contingent upon the

Village agreement to attach each individual Detachment Parcel, upon the earliest of the following events:

i. Request on the part of the owner(s) of any individual Detachment Parcel to be attached to the Village. A request for attachment must be signed by all owners of the relevant Detachment Parcel.

ii. Request for any land division proposed for any individual Detachment Parcel, whether by certified survey map, subdivision plat, or otherwise; except in all of the following situations:

(a) This subsection does not apply to the sale or exchange of parcels of land between owners of adjoining property, if both parcels are located entirely in the Town and additional lots are not thereby created and the lots resulting are not reduced below the larger of the minimum sizes required by laws then-existing in the Town and in the Village; and

(b) This subsection does not apply to certified survey maps that combine previously existing parcels that are located in the Town, without dividing or separating any portion of any parcel; and

(c) This subsection does not apply to redrawing the boundary line between two adjoining parcels by the owner of the two adjoining parcels, if both parcels are located entirely in the Town and additional lots are not thereby created and the lots resulting are not reduced below the larger of the minimum sizes required by laws then-existing in the Town and in the Village; and

(d) To allow for the continuation of family farm operations, this subsection does not apply to a land division made for the purpose of creating a new lot to be owned by an individual related by blood, marriage or adoption to the farm operator, who earns, and will continue to earn, a substantial part of his or her livelihood from continued farm operations on the newly created lot and the remnant parcel. This exception only applies if the lots resulting are not reduced below the minimum sizes required by laws then-existing in the Town and in the Village; and provided further that a deed restriction must be imposed on both the newly created lot and the remnant parcel at the time of recording of the land division document, to prohibit conveyance of any part of either the newly created lot or the remnant parcel to a person or persons other than those related to the farm operator, until such time as the newly created lot and the remnant parcel are attached to the Village.

iii. Request of any individual Detachment Parcel owner for extension of any Village

sewer services, except as to the services described in Section 7.6(H)1., below.

iv. Proposal for construction of a multi-family home or multi-family development on an individual Detachment Parcel. For purposes of this paragraph only, "family" shall mean the body of persons related by blood, marriage or adoption or 4 or fewer unrelated persons who live together in one dwelling unit as a single housekeeping entity; and "multi-family" shall mean more than one family, but shall not include a single family home with an in-law unit. An in-law unit is a room or suite of rooms with a separate kitchen facility located in a single family dwelling occupied by not more than 2 persons related by blood or marriage to the family occupying the dwelling.

v. Request for rezoning, Conditional Use Permit, Planned Unit Development, and/or a Special Use Permit proposed for any individual Detachment Parcel.

d. The procedure for detachment of any Detachment Parcel shall be as follows:

i. A Detachment Parcel owner desirous of taking any actions that would trigger the requirement to detach from the Town and attach to the Village, as described in Section 7.6(B)2. above, shall file a Petition for Detachment with the Town and Village Clerks.

ii. The Village, within forty-five (45) days of receipt of a petition, may adopt an ordinance attaching the subject property. If such ordinance is adopted, the matter shall be referred to the Town Board for detachment as described in section 7.6(B)(2)(d)(iii) below, and the property shall be attached to the Village as of the date that the Town detachment ordinance is adopted. If the Village does not adopt an ordinance attaching the subject property within forty-five (45) days of receipt of a petition, the petition is denied and if the petition arose from petitioner's request for a land use activity as described in sections 7.6(B)(2)(c)ii., 7.6(B)(2)(c)(iv) or 7.6(B)(2)(c)(v), above, the petitioner can then pursue that land use activity in accordance with applicable Town requirements within the Town. If the Village elects not to attach a Detachment Parcel in response to a petition, the rights and obligations described in 7.6(B)(2)(c) continue to apply, as though the earliest of the listed events had not yet occurred.

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

e. In all cases where property is detached pursuant to these procedures, unless stated differently in the Village and Town ordinances which approve the attachment/detachment, the detachment shall include the full width of the abutting Town road right of way, for the full length of the detaching parcel property line that abuts the Town road right of way.

When such Town road right of way is fully detached from the Town and attached to the Village as described herein, all jurisdiction and ownership over the particular section of road right of way transfers to the Village; provided that when the Town and Village each have ownership and jurisdiction to the center line of the road right of way, the Town and the Village shall have concurrent ownership and jurisdiction as allowed by law and shall cooperate on the assignment of road plowing and maintenance of such road right of way. Parties agree that maintenance and repairs shall occur on a regular basis. Each Public Works Department leader representing Dousman and Summit, respectively; shall meet the first week of May, of each year, to evaluate previous road plowing questions, concerns, and recommended changes, and to evaluate proposed road maintenance items for the current season. Under no circumstances, shall the condition of paved roads fall below a Dousman "PASER" rating of "5" as listed in the attached Wisconsin Department of Transportation "Wisconsin Information System for Local Roads" (WISLR), "Pavement Surface Evaluation and Rating System" (PASER), rating table, incorporated herein by reference as Exhibit 7-P.R. 1, or as in any successors or assigns of this rating system.

The intent of this subsection is to describe road right of way issues that apply when the issue is not described in the detachment and attachment ordinances. This subsection shall not limit the ability of the Town and Village to agree on a case by case basis as to what portion of the road right of way shall be included in any particular attachment to the Village, provided that if such intentions are different than as described herein, the road right of way issue should be described in the detachment and attachment ordinance explicitly.

C. Impacts of Development on Land Within the Boundary Adjustment Area

No impacts of a significant nature are expected on the topography, on geology, groundwater, air quality, soil types, wetlands, water bodies or wildlife of the region are envisioned as a result of development occurring in this Plan.

D. Service Provisions

All services shall remain as currently provided by either Summit or Dousman until territory is transferred to Dousman except as set forth herein.

E. Boundary Adjustment Area Land Use Plan

There is no Land Use Plan imposed under this Cooperative Boundary Plan for the areas to be transferred to the Village of Dousman. Land use shall remain as it is currently planned under the Town of Summit's Smart Growth Plan. Upon transfer of property to Dousman, such parcels shall conform to all Dousman land use regulations and plans.

F. Environmental Evaluation

It is anticipated that there will be no detrimental environmental impacts on the territory to be transferred to Dousman. The Plan provides for an agreement for the treatment of wastewater which may be implemented in the future by Summit. This will help prevent contamination of groundwater, by eliminating the need for septic systems in areas of the Town.

G. Permit and Ordinance Requirements

There are no permit or ordinance requirements imposed on either Summit or Dousman. Each municipality will continue to issue, monitor and regulate the territory within its boundaries, until territory is transferred to Dousman, which will then be responsible for issuing permits and monitoring compliance with ordinances.

H. Additional Obligations of the Town of Summit and Village of Dousman

1. Sewer services.

The Village agrees to extend sewer services to the Town on an extraterritorial basis. Service shall be provided pursuant to the Agreement for the Treatment of Wastewater between the Town and the Village attached hereto and incorporated herein by reference as Exhibit 7-G. The Village shall own the sewer service facility, including mains, lift stations if any, and all appurtenances thereto. Laterals will be owned by the property owners. The Agreement for the Treatment of Wastewater (Exhibit 7-G) has been executed by the Town and Village and shall be effective and binding upon the Town and the Village.

2. Water Services.

The Village of Dousman may agree to extend water service to the Town of Summit on an extraterritorial basis if a satisfactory water service agreement can be agreed upon between the Town and the Village.

3. Trail system.

The Town and the Village agree to each use their best efforts to facilitate the development of a public recreational trail system through properties identified in Exhibits 7-H and 7-I attached hereto and incorporated herein by reference, to connect the State of Wisconsin Glacial Drumlin Trail to a proposed Waukesha County Trail in the Town. The trail system shall be developed in accordance with the width, pavement, and landscaping standards of the Waukesha County Department of Parks and Land Use. Best efforts to facilitate this trail shall include but not be limited to: Imposing dedication requirements when affected property is developed; Applying

for and using such State, Federal or private grant money as may be available for condemnation of the required property and development of the trail; Using local tax dollars from the respective community's general fund for the foregoing purposes; and amending any and all Master Plans, Land Use Plans, Recreation Plans, Zoning Ordinances, Subdivision Ordinances, or other similar plans and ordinances as necessary to accomplish this intent.

4. Territory Outside the Ultimate Village Boundary.

Village agrees that any lands lying outside of the Ultimate Village Boundary described above shall not be annexed into the Village unless detachment is first approved by Resolution of the Town Board. If approved, such detachment shall be deemed to be made pursuant to this Agreement, and no court action or referendum shall be required.

5. Intergovernmental Cooperation.

The Town shall consider all forms of "public facilities" to support the current and future Town and Village population growth, and may be amenable to locating the typical municipal type of facilities within the Town. "Public facilities" may include, by way of example, but not limited to, a waste water treatment facility, a municipal well and shared municipal buildings, to be located within the Town contingent upon future agreement of the Town and Village, which agreement will not be unreasonably withheld.

6. Limitation on Extraterritorial Authority within the Town.

The Village shall adopt a resolution in the form shown in attached Exhibit 7-J, to waive its right to approve plats and certified survey maps located within the Town outside of the Ultimate Village Boundary that is depicted in attached Exhibits 7-A and 7-B, except those parcels over which the Village will maintain extraterritorial plat approval jurisdiction, as noted in Exhibit 7-E.T.-1, so long as those parcels are within the unincorporated boundaries of the Town. This resolution shall be recorded pursuant to Wisconsin Statutes Section 236.10(5), (2007-08) and shall not be rescinded. In addition, the Village hereby waives its authority to exercise extraterritorial zoning authority as described in Wisconsin Statutes Section 62.23(7a) (2007-08) except those parcels over which the Village may enact extraterritorial zoning approval jurisdiction, as noted in Exhibit 7-E.T.-1, so long as those parcels are within the unincorporated boundaries of the Town. These waivers are made in consideration of this Cooperative Boundary Agreement.

7. Joint Planning Area.

Dousman

The parties have identified certain undeveloped areas which when developed, and should the Town of Summit incorporate as a Village, will have impact upon both the incorporated Village of Summit ("Summit") and the Village of Dousman ("Dousman"). These areas, referenced herein as the Joint Planning Area (JPA), are identified in Exhibit 7-JP-1 attached hereto. The parties agree to cooperate on matters relating to land use planning for the territory located within the JPA and make recommendations with respect to all uses of land within the JPA in the following manner:

1. Joint Planning Committee. The Joint Planning Committee ("JPC") shall receive, consider and comment upon all applications for rezoning, conditional uses, PUDs, certified survey maps and plats that arise within the JPA.

2. The JPC shall be comprised of three members from Summit, and three members from Dousman.

3. The Members who comprise the JPC shall be appointed by and serve at the discretion of the Village Presidents for their respective municipalities. The Village Presidents shall each serve on the JPC representing their municipality. One of the Members from each municipality shall be a member of the Plan Commission of that municipality. The third Member from each municipality shall be from the governing body of that municipality.

4. Either Village President of the JPC may call a meeting of the JPC by providing two weeks prior written notice thereof and shall jointly preside at that meeting.

5. The JPC shall serve as an informal, advisory body and its determinations and recommendations will not be binding upon any municipality.

6. In order to make a recommendation, a majority of the Members from each municipality who are present at the meeting must join in the recommendation.

7. Following each meeting, the JPC shall provide the Clerk and plan commission of each municipality with a copy of the minutes of the meeting. The minutes shall include a list of the Members who were present at the meeting, and that list shall identify the municipalities that those Members represent. The minutes shall also include a description of actions taken, along with identifying which Members voted in favor of, and which opposed, proposed recommendations.

8. Any dispute involving the provisions of this section shall be resolved in accordance with Section 7.6 I. herein.

8. Town Incorporation.

The Town of Summit is currently seeking to incorporate as a village. The Village shall not unreasonably object to the Town's efforts to incorporate all or part of the territory of the Town lying outside of the Ultimate Village Boundary. In the event of incorporation of the Town, all terms and conditions of this Agreement shall continue unchanged except that references to the "Town" shall be deemed to be references to the successor municipal entity. In the event of incorporation of less than all of the Town territory all terms of this Agreement shall continue unchanged except that references to the "Town" shall be deemed to be references to the successor municipal entity, for that territory that is incorporated, and to the Town for that territory that remains in the Town.

9. Dousman Fire District.

The Town and the Village acknowledge the existence of the Dousman Fire District and hereby agree that both parties and their successor entities shall be bound by the terms and conditions of that agreement, and by execution of this boundary agreement, ratify and affirm the terms and conditions of the By-Laws and the Articles of Association for the Dousman Fire District.

I. Dispute Resolution.

In the event of a breach of this Agreement or a dispute between the Town of Summit and the Village of Dousman involving the application, interpretation or enforcement of this Agreement:

a. The Parties shall meet to seek a resolution within 10 days following written notice by one Party to the other Party of the breach or dispute.

b. If the issue is not resolved at such meeting or at an extension thereof mutually agreed to by the Parties, either Party may demand mediation. Demands for mediation must be in writing. The Parties shall submit to mediation if demanded by either Party.

i. If the Parties cannot agree on a mediator within five (5) business days after the demand for mediation, either Party may request appointment of a qualified mediator by the Chairperson of the Alternative Dispute Resolution Committee of the State Bar of Wisconsin, or any successors or assigns of that Committee, or if the Chairperson fails to appoint a mediator, by the American Arbitration Association.

ii. The mediation session must take place within thirty (30) days of the appointment of the mediator.

iii. Each Party must designate a representative with appropriate authority to be its representative in the mediation of the dispute.

iv. Each Party must provide the mediator with a brief memorandum setting forth its position with regard to the issues that need to be resolved at least ten (10) days prior to the scheduled mediation session. The Parties must also produce all information reasonably required for the mediator to understand the issues presented. The mediator may require any Party to supplement such information.

v. The mediator does not have authority to impose a settlement upon the Parties, but will attempt to help the Parties resolve their dispute. The mediation sessions shall be private. The Parties and their representatives may attend the mediation sessions.

vi. The cost of the mediator shall be borne equally by the Parties.

vii. The Parties shall maintain the confidentiality of the mediation and may not rely on, or introduce as evidence in any arbitral, judicial, or other proceeding the: 1) views expressed or suggestions made by the other Party with respect to a possible settlement of the dispute; 2) admissions made by the other Party in the course of the mediation proceedings; 3) proposals made or views expressed by the mediator, or 4) the fact that the other Party had or had not indicated willingness to accept a proposal for settlement made by the mediator.

c. In the event the issue is not resolved as a result of the meeting or mediation as provided in paragraphs a. and b. above, the matter shall be submitted to binding arbitration upon written demand by either Party to the other with notice to the Municipal Boundary Review Director of the Office of Land Information Services of the State of Wisconsin Department of Administration, or any successors or assigns of that Agency, of such demand. The arbitration shall be performed by a person designated by the Director in accordance with such rules and procedures such person may specify, subject to the terms of this Agreement. In the event the Director does not appoint an arbitrator within 30 days of the Director's receipt of a written request to do so, then:

i. The arbitration must be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") in effect at the time of the arbitration ("Rules"), except as such Rules may be modified

by this Agreement.

ii. A Party desiring to submit a dispute to arbitration hereunder must file a Demand for Arbitration ("Demand") with the AAA at its office in Chicago, Illinois. A copy of such Demand must be sent to the other Party at the same time. The arbitration proceeding must be conducted by a panel of three (3) arbitrators selected from a list of qualified arbitrators supplied by the AAA. The arbitrators must be selected as follows: Within then (10) days after filing, each Party shall appoint one (1) arbitrator. Within ten (10) days after they are chosen, the two (2) arbitrators shall choose a third arbitrator who acts as a chairperson of the arbitration proceedings. If the two (2) arbitrators are unable to agree upon a third arbitrator within ten (10) days, then the third arbitrator shall be appointed by the AAA. The arbitrators in the arbitration proceeding must be individuals with the necessary expertise and competency to pass on the matters presented for arbitration, but said arbitrators may have no interest in or prior connection with any Party.

iii. Following the appointment of the arbitrators, each Party has the right to mail to any other Party (with a copy to the arbitrators) a written request for the production of certain identified documents or of all documents in possession of the other Party relevant to any claims or counterclaims in the arbitration. Within 10 days of receipt of any such request, the receiving Party must respond to such request but may object to all or part of said request (with a copy to the arbitrators), on the ground that it is unduly burdensome, that the documents requested are irrelevant or privileged, or that such documents are equally available to the requesting Party. The arbitrators will rule on the validity of any such objection and the Parties must produce documents in accordance with the ruling.

iv. The site of the arbitration shall be in Waukesha County, Wisconsin, unless otherwise agreed to by the Parties. The Parties must diligently and expeditiously proceed with the arbitration. Upon the conclusion of any hearing, the Parties shall have 30 days to submit written briefs in support of their respective positions. The arbitrators must make an award within 45 days after the filing of such briefs, subject to any reasonable delay due to unforeseen circumstances.

v. Except to the extent the Parties' remedies may be limited by the terms of this Agreement, the arbitrators are empowered to award any remedy available under the laws of the State of Wisconsin including, but not limited to, monetary damages and specific performance. The arbitrators have no authority to award punitive or other damages not measured by the prevailing Party's actual damages and may not, in any event, make any ruling, finding,

or award that does not conform to the terms and conditions of this Agreement. The award of the arbitrators must be in writing with a statement of reasons for such award and signed by the arbitrators. A written decision of a majority of the arbitrators is binding upon the Parties. An award rendered by the arbitrators in an individual or consolidated arbitration may be entered in any court having jurisdiction thereof.

vi. The arbitrators' authority is limited solely to resolving disputes under this Agreement.

vii. The pendency of any arbitration hereunder does not relieve either Party of any of its obligations under this Agreement.

viii. The Parties shall share equally the fees and expenses of the arbitrators as well as all fees imposed by the AAA including, but not limited to, transcripts, hearing room rentals and administrative costs. Each Party to the arbitration proceeding is responsible for its own costs and legal fees, if any, except that the arbitrators are empowered to award such costs and fees against a Party who prosecutes or defends an arbitration hereunder in bad faith or as otherwise provided herein.

d. Paragraphs a., b., and c. of this §7.6(I) shall be the exclusive method of resolving the issues specified in the introduction to this subdivision and both Parties waive their rights under sec. 893.80, Stats., as otherwise might apply to proceedings under this subdivision, and their rights to seek remedies in court as to such issues except that the prohibition on court actions shall not apply to:

i. Actions to enforce an arbitration award under paragraph §7.6(I) c above.

ii. Actions for injunctive relief necessary to protect the public health, safety or welfare during the dispute resolution process;

iii. Disputes involving a necessary third party who refuses to consent to arbitration as provided above; or

iv. Disputes involving a necessary third party when the Municipal Boundary Review Director fails to appoint an arbitrator.

e. In the event any of the entities designated to perform mediation or arbitration services under this section ceases to exist or for some other reason cannot or does not perform said services, the Parties shall use their best efforts to agree on a substitute to perform the services.

J. Binding Effect.

This Agreement shall be binding upon the Village and Town Board and any successor entity.

K. Waiver of Challenge.

The Town and the Village enter this Agreement willingly and voluntarily, and in good faith. Neither the Town nor the Village shall have the right to challenge the legality or enforceability of this Agreement, and any such right as otherwise may exist is hereby waived by the Town and by the Village.

L. Agreement to be Recorded

A summary of this Plan shall be recorded with the Waukesha County Register of Deeds. As territory is transferred to the Village of Dousman, the detachment and attachment ordinances shall be recorded with the Register of Deeds and the Secretary of State as provided for under §66.0307(10), Stats.

M. Performance Standard

This Agreement requires the Parties to act or to refrain from acting on a number of matters. The Parties hereby acknowledge that this Agreement imposes on them a duty of good faith and fair dealing. In addition, whenever consent or approval is required by a Party, the consent or approval shall not be unreasonably withheld.

N. No Third Party Beneficiaries

This Agreement is intended to bind the two (2) municipalities that are party to the Agreement. There are no third party beneficiaries to this Agreement.

O. Severability

The several sections of this Plan as between the Village of Dousman and the Town of Summit are declared to be severable as described herein. If any section or portion thereof shall be declared by a court of competent jurisdiction to be invalid, unlawful or unenforceable, such decision shall apply only to the specific section or portion thereof directly specified in the decision, and shall not affect the validity of any other provisions, sections or portions thereof of the Plan, except as follows. In the event the Town or the Village concludes that the intent of the Parties cannot reasonably be carried forward following such severance of the offending section or portion thereof, the Town or the Village shall be entitled to request that the Agreement be reconstructed to correct for the removal of the offending language. The Town and the Village shall cooperate with each other in good faith to reconstruct the Agreement in such circumstances. Upon failure to reach agreement to such issues, either Party may commence dispute resolution proceedings as described

herein.

P. Dousman Exhibits:

7-A Legal Description for Proposed Ultimate Village of Dousman Boundary
7-B Map Depicting Proposed Ultimate Village of Dousman Boundary Per Exhibit "7-A"
7-C Village of Dousman Boundary - December 31, 2028
7-D Map Depicting Village of Dousman Boundary - December 31, 2028 Per Exhibit "7-C"
7-E Village of Dousman Boundary - December 31, 2048
7-F Map Depicting Village of Dousman Boundary - December 31, 2048, Per Exhibit "7-E"
7-P.R.1 Paser Ratings for Paved (Asphalt and Concrete) Roads
7-G Agreement for the Treatment of Wastewater Between the Town of Summit and the Village of Dousman
7-H Legal Description Proposed Waukesha County Trail System
7-I Map Depicting Proposed Waukesha County Trail System Per Exhibit "7-H"
7-J Resolution Regarding Waiver of Extraterritorial Plat Approval
7-E.T.-1 Extraterritorial Jurisdiction Map of Unincorporated Summit
7-JP-1 Joint Planning Area Map

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Dousman

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EXHIBIT "7-A"
LEGAL DESCRIPTION FOR
PROPOSED ULTIMATE VILLAGE OF DOUSMAN BOUNDARY

All that part of Sections 2, 3, 4, 9, 10, 15, and 16, Town 6 North, Range 17 East, Village of Dousman and the Town of Ottawa, and all that part of Sections 26, 27, 32, 33, 34 and 35, Town 7 North, Range 17 East, Village of Dousman and the Town of Summit, all in Waukesha County, Wisconsin, bounded and described as follows (see attached Exhibit "7-B"):

Beginning at the Southeast corner of said Section 34; thence Southerly along the centerline of State Trunk Highway (STH) "67" to the Northeast corner of said Section 10; thence South 00°31'10" West along the East line of the Northeast one-quarter of said Section 10, 2656.38 feet to the Southeast corner of said Northeast one-quarter; thence South 00°49'39" West along the West line of the Southeast one-quarter of said Section, 2651.94 feet to the Southeast corner of said Section; thence North 89°50'47" West along the South line of said Southeast one-quarter, 2661.73 feet to the South quarter corner of said Section 10; thence Southerly along the East lines Lots 1 and 2, Certified Survey Map (CSM) 10142 and lands designated by Tax Key No. OTWT 1642-999-006 to the South line of lands designated by Tax Key No. OTWT 1642-999-006; thence Westerly along said South line, 149.16 feet more or less to the East line of lands designated by Tax Key No. OTWT 1642-999; thence Northerly along the East line of said lands to the North line of said lands; thence Westerly along the Northerly line of said lands to the Easterly line of lands designated by Tax Key No. OTWT 1645-996; thence Southerly along the Easterly line of said lands and lands designated by Tax Key No. OTWT 1648-999-001 to the Southeast corner of said lands designated by Tax Key No. OTWT 1648-999-001; thence Westerly along the Southerly line of said lands to the West line of said lands, also being the West line of the Southeast one-quarter of said Section 16; thence North 01°10'57" West along the West line of said Southeast one-quarter to the Northwest corner of said Southeast one-quarter; thence North 00°06'07" East along the West line of the Northeast one-quarter of said Section 16, 2632.26 feet to the Northwest corner of said Northeast one-quarter; thence South 88°28'50" West along the North line of the Northwest one-quarter of said Section 16, 2615.98 feet to the Northwest corner of said Section; thence North 01°09'48" West along the West line of the Southwest one-quarter of said Section 9, 2655.07 feet to the West quarter corner of said Section; thence North 00°43'37" West along the West line of the Northwest one-quarter of said Section 9, 2652.57 feet to the Northwest corner of said Section 9; thence North 00°30'51" West along the West line of the Southwest one-quarter of said Section 4, 2654.13 feet to the West quarter corner of said Section; thence North 00°24'25" West along the West line of the Northwest one-quarter of said Section 4, 2961.36 feet to the Northwest corner of said Northwest one-quarter; thence South 89°12'18" East along the North line of said Northwest one-quarter, 145.86 feet to the Southwest corner of the Southwest one-quarter of said Section 33; thence North 00°43'59" East along the West line of said Southwest one-quarter, 1695 feet to the Southwest line of lands designated by Tax Key SUMT 0704.997; thence Northwesterly along said Southwest line, 137 feet more or less to the Northwest line of said lands; thence Northeasterly along said Northwest line, 166 feet more or less to the Southwest line of said USH 18; thence Northeasterly, 81 feet to the intersection of the Northeast line of said USH 18 and said West line of the Southwest one-quarter of Section 33; thence North 00°43'59" East along said West line, 714 feet more or less to the Southwest one-quarter of said Section 33; thence South 89°52'48" East along the North line of said Southwest one-quarter, 2628.15 feet to the Northwest corner of the Southeast one-quarter of said Section

33; thence North 89°32'12" East along the North line of said Southeast one-quarter and the Southerly line of Outlot 13 of Still Waters Subdivision, 2669 feet more or less to an angle point in said Southerly line; thence Northerly along said Southerly line, 169 feet more or less to an angle point in said Southerly line; thence Easterly along said Southerly line and the Southerly lines of Lots 13 and 14 of said Still Waters Subdivision, and their Easterly extension, 996 feet more or less to the centerline of the Dousman Road right-of-way; thence Southerly along said centerline, 94 feet more or less to an angle point in said centerline; thence Easterly along said centerline, 1105 feet to the intersection with the centerline of the United States Highway (USH) 18 right-of-way; thence Easterly along said centerline of USH 18; 737 feet more or less to the West line of the Southeast one-quarter of said Section 34; thence South 75°30' East along said centerline of USH 18, 341 feet more or less to a point that is 330.00 feet East of, as measured at a right angle to, said West line of the Southeast one-quarter of Section 34; thence North 00°22'02" East to the Northerly line of said USH 18; thence Northwesterly along said Northerly line, 342 feet more or less to said West line of the Southeast one-quarter of said Section 34; thence North 00°22'02" East along said West line, 456.34 feet to the Northwest corner of said Southeast one-quarter of Section 34; thence North 00°41'14" East along the West line of the Northeast one-quarter of said Section 34, 2662.21 feet to the Northwest corner of said Northeast one-quarter; thence South 89°57'30" East along the North line of said Northeast one-quarter, 1287 feet more or less to the South point of the West line of Lot 2 Certified Survey Map (CSM) 9940; thence Northerly along said West line, 1322 feet more or less to the North line of said Lot 2; thence Easterly along said North line, 1235 feet more or less to the West line of the State Trunk Highway (STH) 67 right-of-way; thence Easterly, 120 feet more or less to a point on the East line of said STH 67, also being the North line of Lot 1, CSM 2054; thence Easterly along said North line and the North line of lands designated by Tax Key SUMT 0679.997, 2575 feet more or less to a point on the East line of the Southwest one-quarter of said Section 26; thence South 00°09'46 West along said East line, 1320 feet more or less to the South line of said Southwest one-quarter; thence South 89°17'17" West along said South line, 120 feet more or less to the centerline (more or less) of the Bark River; thence Southwesterly along said centerline, 5115 feet more or less to said East line of STH 67; thence Southerly along said East line, 191 feet more or less to the centerline of the Whitaker Lane right-of-way; thence Southeasterly along said centerline, 1963 feet more or less to the centerline of said USH 18; thence Easterly along said centerline, 2815 feet more or less to the Northerly extension of the West line of Lot 2, CSM 5763; thence Southerly along said Northerly extension and the West lines of Lots 2, 3 and 4 of said CSM 5763, 1191 feet more or less to the South line of the Southeast one-quarter of said Section 35; thence South 89°22'52" West along said South line, 1322 feet more or less to the Southeast corner of the Southwest one-quarter of said Section 35; thence South 89°22'52" West along the South line of said Southwest one-quarter, 2657.68 feet to the Southeast corner of said Southeast one-quarter of Section 34, being the point of beginning, subject to covenants, conditions, restrictions and easements of record.

David M. Buechl, R.L.S.
Bruce K. Cross, R.L.S.

BKC:jkc
Attachment (Exhibit "7-B")
cc: File

ULTIMATE VILLAGE AND TOWN BOUNDARY LIMITS

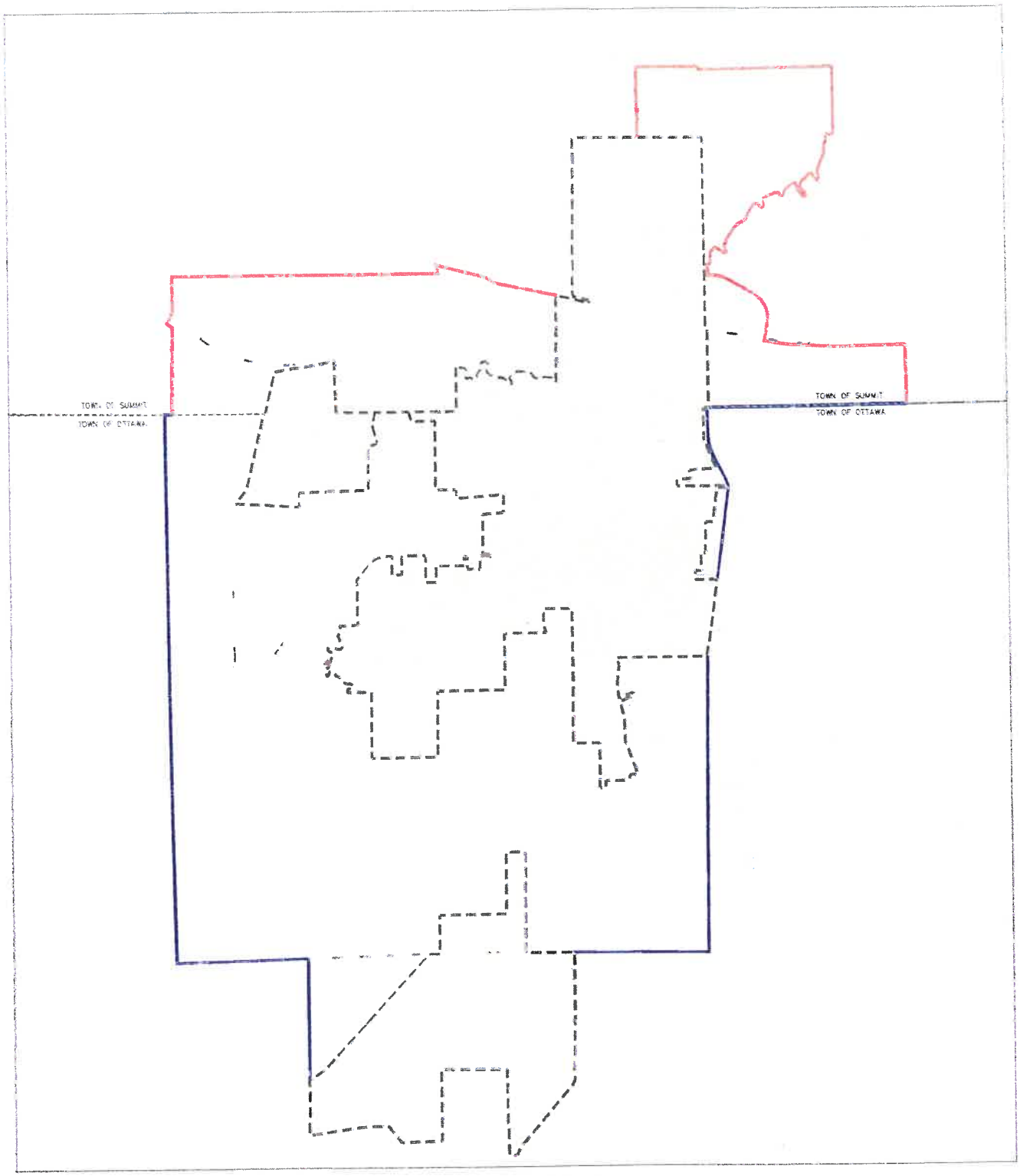

EXHIBIT 7-B

LEGEND

- VILLAGE OF DOUSMAN 2007 MUNICIPAL BOUNDARY
- ULTIMATE VILLAGE OF DOUSMAN MUNICIPAL BOUNDARY IN TOWN OF SUMMIT
- ULTIMATE VILLAGE OF DOUSMAN MUNICIPAL BOUNDARY IN TOWN OF OTTAWA

Map Depicting Proposed Ultimate Village of Dousman Boundary Per Exhibit "7-A"

Ultimate Village and Town Boundary Limits

VILLAGE OF DOUSMAN / TOWNS OF SUMMIT AND OTTAWA, WAUKESHA COUNTY, WISCONSIN

Ruekert-Mielke

DATE: March 2009

SOURCE: WAUKESHA COUNTY PARKS AND LAND USE, 2007

EXHIBIT "7-C"
VILLAGE OF DOUSMAN
BOUNDARY – DECEMBER 31, 2028

All that part of Sections 27, 32, 33, 34 and 35, Town 7 North, Range 17 East, Town of Summit, Waukesha County, Wisconsin, bounded and described as follows (See attached Exhibit "7-D"):

Beginning at the Northwest corner of the Southwest one-quarter of the aforesaid Section 33; thence South 89°52'48" East along the North line of said Southwest one-quarter, 2628.15 feet to the Northwest corner of the Southeast one-quarter of said Section 33; thence North 89°32'12" East along the North line of said Southeast one-quarter and the Southerly line of Outlot 13 of Still Waters Subdivision, 2669 feet more or less to an angle point in said Southerly line; thence Northerly along said Southerly line, 169 feet more or less to an angle point in said Southerly line; thence Easterly along said Southerly line and the Southerly lines of Lots 13 and 14 of said Still Waters Subdivision, and their Easterly extension, 996 feet more or less to the centerline of the Dousman Road right-of-way; thence Southerly along said centerline, 94 feet more or less to an angle point in said centerline; thence Easterly along said centerline, 1105 feet to the intersection with the centerline of the United States Highway (USH) 18 right-of-way; thence Easterly along said centerline of USH 18; 400 feet more or less; thence South and parallel to and 330 feet more or less West of the East line of the Southwest one-quarter of the aforesaid Section 34, 1701 feet more or less to the center of the Bark River; thence in a Westerly direction along the center of said Bark River to a point which lies due East, 350 feet more or less and North 00°24' East, 895 feet more or less from the Southwest corner of said Southwest one-quarter Section 34; thence South 00°24' West, 895 feet more or less to the South line of said Southwest one-quarter; thence South 89°37'12" West along said South line, 350 feet more or less to the Southeast corner of said Southeast one-quarter of Section 33; thence South 89°46'35" West along the South line of said Southeast one-quarter of Section 33, 2047 feet more or less to the Southeast corner of Lot 93 of the Settlement at Utica Lake Addition No. 1; thence Northerly along the East line of said Settlement at Utica Lake Addition No. 1, 1027 feet more or less to the South line of USH 18; thence Westerly along said South line, 1252 feet more or less to the West line of the Gramling Lane right-of-way; thence Southerly along said West line, 832 feet more or less to the South line of said Southwest one-quarter of Section 33; thence South 89°46'35" West along said South line, 1832 feet more or less to the West line of said Southwest one-quarter of Section 33; thence North 00°43'59" East along said West line, 1695 feet to the Southwest line of lands designated by Tax Key SUMT 0704.997; thence Northwesterly along said Southwest line, 137 feet more or less to the Northwest line of said lands; thence Northeasterly along said Northwest line, 166 feet more or less to the Southwest line of USH 18; thence Northeasterly, 81 feet to the intersection of the Northeast line of USH 18 and said West line of the Southwest one-quarter of Section 33; thence North 00°43'59" East along said West line, 714 feet more or less to the point of beginning.

TOGETHER WITH:

Beginning at the Southeast corner of the Southeast one-quarter of the aforesaid Section 27; thence North 89°57'30" West along the South line of said Southeast one-quarter, 1288 feet more or less to the West line of Certified Survey Map (CSM) 9940; thence Northerly along said West line, 1382 feet more or less to the North line of Outlot 1 of said CSM 9940; thence Easterly along said North line and its Easterly extension, 1295 feet more or less to the East line of said Southeast one-quarter of Section 27; thence South 00°13'38" East along said East line, 1381 feet more or less to the point of beginning.

TOGETHER WITH:

Beginning at the Southeast corner of the Southwest one-quarter of said Section 35; thence South 89°22'52" West along the South line of said Southwest one-quarter, 2624 feet more or less to the Easterly line of said STH 67; thence Northerly along said Easterly line, 1525 feet more or less to the centerline of the United States Highway (USH) 18 right-of-way; thence Easterly along said centerline, 3966 feet more or less to the Northerly extension of the West line of Lot 2, CSM 5763; thence Southerly along said Northerly extension and the West lines of Lots 2, 3 and 4 of said CSM 5763, 1191 feet more or less to the South line of the Southeast one-quarter of said Section 35; thence South 89°22'52" West along said South line, 1322 feet more or less to the point of beginning.

Subject to covenants, conditions, restrictions and easements of record.

RUEKERT/MIELKE

Bruce K. Cross, R.L.S.

BKC:jkc

cc: File

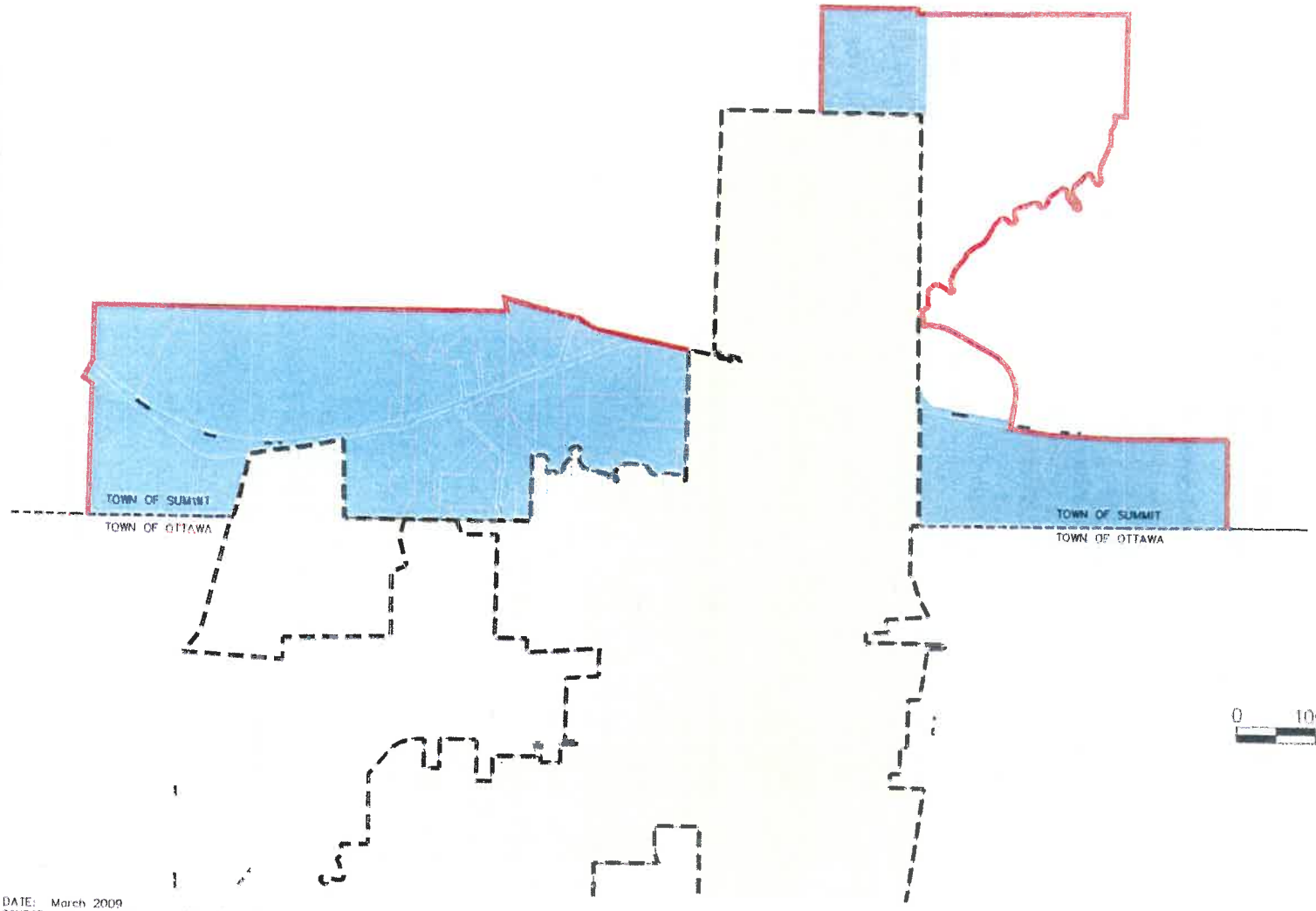

EXHIBIT 7-D

Map Depicting Village of Dousman Boundary - December 31, 2028, Per Exhibit "7-C"

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

LEGEND

VILLAGE OF DOUSMAN 2007 MUNICIPAL BOUNDARY

ULTIMATE VILLAGE OF DOUSMAN MUNICIPAL BOUNDARY IN TOWN OF SUMMIT

20 YEAR ULTIMATE VILLAGE BOUNDARY

N
W
E
S

0 1000 2000 4000

SCALE IN FEET

DATE: March 2009
SOURCE: WAUKESHA COUNTY PARKS AND LAND USE, 2007

Ruekert·Mielke
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EXHIBIT "7-E"
VILLAGE OF DOUSMAN
BOUNDARY – DECEMBER 31, 2048

All that part of Sections 26 and 35, Town 7 North, Range 17 East, Town of Summit, Waukesha County, Wisconsin, bounded and described as follows (See attached Exhibit "7-F"):

Beginning at the Southwest corner of the Southwest one-quarter of the aforesaid Section 26; thence North 00°13'38" West along the West line of said Southwest one-quarter, 1323 feet more or less to the Westerly extension of the North line of Lot 1, CSM 2054; thence Easterly along said extension and said North line and the North line of lands designated by Tax Key SUMT 0679.997, 2635 feet more or less to a point on the East line of said Southwest one-quarter of Section 26; thence South 00°09'46" West along said East line, 1320 feet more or less to the South line of said Southwest one-quarter; thence South 89°17'17" West along said South line, 120 feet more or less to the centerline (more or less) of the Bark River; thence Southwesterly along said centerline, 5115 feet more or less to the East line of State Trunk Highway (STH) 67; thence Southerly along said East line, 191 feet more or less to the centerline of the Whitaker Lane right-of-way; thence Southeasterly along said centerline, 1963 feet more or less to the centerline of the United States Highway (USH) 18 right-of-way; thence Westerly along said centerline, 1185 feet more or less to the West line of the Southwest one-quarter of said Section 35; thence North 00°29'58" West along said West line, 1084 feet more or less to the Southwest corner of the Northwest one-quarter of said Section 35; thence North 00°25'19" West along the West line of said Northwest one-quarter, 2654.15 feet to the point of beginning.

Subject to covenants, conditions, restrictions and easements of record.

RUEKERT/MIELKE

Bruce K. Cross, R.L.S.

BKC:jkc

cc: File

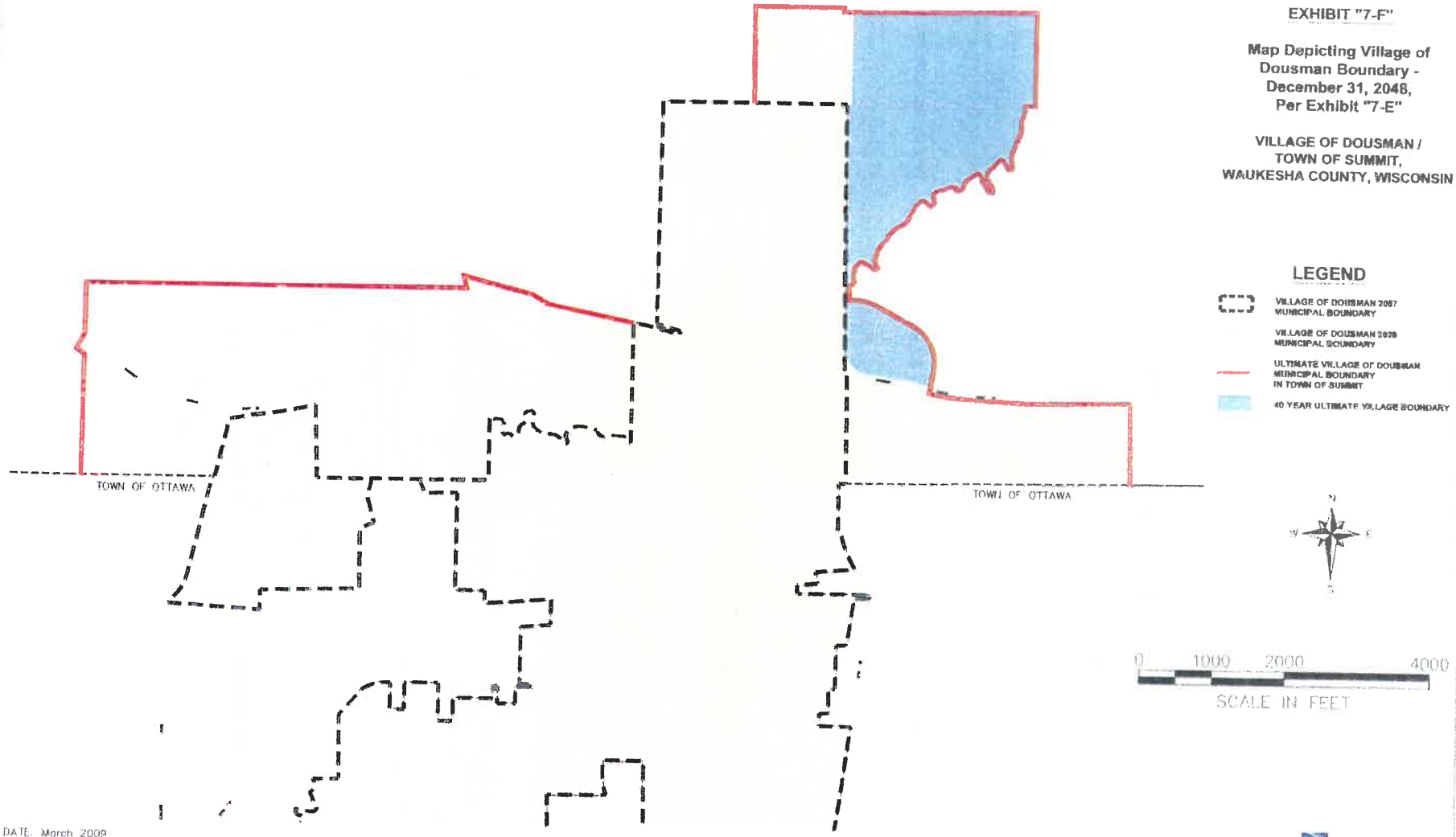

EXHIBIT "7-F"

Map Depicting Village of Dousman Boundary - December 31, 2048, Per Exhibit "7-E"

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

LEGEND

- VILLAGE OF DOUSMAN 2007 MUNICIPAL BOUNDARY
- VILLAGE OF DOUSMAN 2020 MUNICIPAL BOUNDARY
- ULTIMATE VILLAGE OF DOUSMAN MUNICIPAL BOUNDARY IN TOWN OF SUMMIT
- 40 YEAR ULTIMATE VILLAGE BOUNDARY

DATE: March 2009
SOURCE: WAUKESHA COUNTY PARKS AND LAND USE, 2007

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Exhibit 7-P.R. 1

Paser Ratings for Paved (Asphalt and Concrete) Roads	
Rating	**Pavement Condition**
1	FAILED - Needs total reconstruction.
2	VERY POOR - Severe deterioration. Needs reconstruction with extensive base repair.
3	POOR - Needs patching & major overlay or complete recycling
4	FAIR - Significant aging and first signs of need for strengthening. Would benefit from recycling or overlay.
5	FAIR - Surface aging, sound structural condition. Needs sealcoat or nonstructural overlay.
6	GOOD - Shows signs of aging. Sound structural condition. Could extend with sealcoat.
7	GOOD - First signs of aging. Maintain with routine crack filling.
8	VERY GOOD - Recent sealcoat or new road mix. Little or no maintenance required.
9	EXCELLENT - recent overlay, like new.
10	EXCELLENT - New construction.

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EXHIBIT 7-G

AGREEMENT FOR THE TREATMENT OF WASTEWATER BETWEEN
THE TOWN OF SUMMIT AND THE VILLAGE OF DOUSMAN
(Sec. 66.0301 Wis. Stats. (2005-2006))

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

WITNESSETH

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

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

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

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

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

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

WHEREAS, the Town has expressed willingness to enter into a contract for wastewater treatment pursuant to Section 66.0301 Wis. Stats. (2005-2006);

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

A. GENERAL INTENT

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

The Village and the Town are entering this agreement in conjunction with a Municipal Boundary Agreement. At the time of entering the Municipal Boundary Agreement, there

is no immediate plan for these services to be provided to the Town, and it is contemplated that the services may or may not be desired in the Town for many years subsequent to entering the Municipal Boundary Agreement. The Town and the Village have agreed in their negotiations for the Municipal Boundary Agreement and for this Wastewater Agreement that the Village will provide services to the Town, as described in this Wastewater Agreement, within a reasonable period of time of said requests, subject to the terms of this Agreement. The Town shall have no obligation for any fees or costs in relation to this Wastewater Agreement until such time as the Town requests services pursuant to this Agreement.

B. SERVICE AREA AND CAPACITY

The service limits for the treatment of wastewater from the Town shall include only those lands described in Exhibit 7-1 and depicted in Exhibit 7-2 attached hereto (the "Service Area").

Any additions of area to the original Service Area by the Town are subject to approval by the Village Board. In addition thereto, the wastewater treatment contracted for herein is limited to the type of land uses indicated in Exhibit 7-3. Any changes to the approved land uses, or types of proposed users must be approved by the Village Board before sewer service will be provided. As long as the land uses and type of users defined in Exhibit 7-3 are complied with, adequate service shall be provided by the Village.

C TOWN COLLECTION SYSTEM

(1) Except as otherwise provided in this Agreement, the Village shall be responsible for the planning, design, construction, ownership, operation and maintenance of the sewerage system located within the Service Area. The Town shall be responsible for all costs associated with the planning, designing and construction of the sewerage system, including any necessary interceptor connections to the Village's sewerage system. All plans and specifications for the Town sewers shall be submitted to and be subject to approval by the Town. The Town shall grant to the Village any necessary permits or easements over public roads or lands for said collection system construction as may be required by Wis. Stats. 60.52 (2005-2006). The Town shall obtain from and compensate private landowners for necessary easements over private property, which easements shall either run to the Village or be assignable to the Village. The Village shall obtain written permission from the Town prior to beginning construction within the Town. The Village shall restore to its original condition or the condition agreed to in any easement, the surface of any ground or street within the Town disturbed as a result of said construction. Restoration upon completion of construction shall be subject to approval by the Town prior to final payment by the Village to the contractor retained by the Village for said work, which approval will not be unreasonably withheld. Village agrees that it will utilize the public bidding requirements of Wisconsin law and that it will be reasonable in its charges back to the Town. Village agrees that it will allow the Town input on all bids received before awarding said bids.

(2) Wastewater collected from the Town service area shall be transmitted to the Village's wastewater collection system at the established connection points, which shall be identified by the Village Engineer. Any proposed substitute connection points must be approved by the Village.

(3) Upon completion of the construction of the Town's sewerage system and acceptance by the Town and the Village, the Village shall take over the responsibility for the operation and maintenance of the Town's sewerage system

in the Service Area. The Village's operating and maintenance responsibility shall apply only to the collection system and interceptor components operated by the Village and shall not include the responsibility for maintenance of any service laterals from the sewer main to the building served, or of any facilities located on privately owned property not located in easements. Any future expansion of the Town's sewerage system or extensions within the Service Area will also be undertaken by the Village at the Town's request and paid for by the Town.

D. TOWN FLOW METERING

(1) As part of the Town's sewerage system, the Village shall install and the Town shall pay for necessary measuring devices or meters, which accurately measure the total volume of wastewater which is collected within the Town and transmitted to the Village. Measuring devices or meters shall be located so that all wastewater transmitted to the Village shall pass through such measuring device. The measuring devices or meters shall measure in quantities of gallons per minute and totalize flow in a non-resettable flow totalizer, and shall be calibrated no less frequently than every four (4) months. Adjustments to the meters will be made if needed. The Village shall have the devices or meters calibrated with the cost for calibration and adjustment being paid by the Town. The Village shall provide documentation of such calibration to the Town upon request. A remote recorder and totalizer comparable and compatible with the Village's instrumentation shall be installed on the control panel in the Village's Wastewater Treatment Facility.

(2) The Village shall also install and the Town shall pay for equipment and alarm monitoring instrumentation at all Town pump stations directly connected to the Village sewerage system.

(3) To facilitate the proper monitoring of the flow metering stations and pump stations, the Village shall install at the Town's expense all necessary telemetering equipment to connect these stations to the Village's system. The equipment shall be compatible with the equipment presently used in the Village's sewerage system. All initial costs associated with the telemetering including the programming and configuring of the Village's system shall be paid by the Town.

E. FLOW VOLUMES AND CHARACTERISTICS

The parties agree that the wastewater generated by all individual connections within the Town is to be of normal domestic strength, as defined in the Village ordinances. Flows with strength characteristics higher than the applicable limits shall be pretreated or corrected at the source prior to entry into any interceptor sewer or collector sewer connected to the Village's sewerage system. In the event normal domestic strength wastewater is not attained, the Village shall be compensated for all wastewater generated by the Town that has a strength in excess of "normal domestic strength" wastewater, as defined by the Village ordinance. For purposes of billings to the Town, flow volumes shall be based on the master flow meter(s) described in Section D. Measurements of wastewater flow will be based upon monthly flow meter readings. Wastewater sampling shall be done, at a minimum, on a quarterly basis, to determine and/or confirm the wastewater strength. The costs of which shall be born by the Town.

F. PAYMENT OF COSTS

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

G. SEWERAGE SERVICE

(1) The Town hereby agrees to comply with the Village's Municipal Code now in existence or enacted or amended at any time during the existence of this agreement or any extension thereof. The Village agrees that any sewer use ordinance enacted or to be enacted or amended will treat users in the Town the same as users in the Village, except as otherwise specifically provided herein.

(2) The Town shall adopt, as soon as practicable, a sewer use ordinance substantially in conformance with the applicable provisions of the Village's Municipal Code. Such sewer ordinance shall require all users of the Town's system to comply with all applicable ordinances, rules and regulations of the Village and Town shall strictly enforce said regulations.

(3) The parties agree that in order to comply with Federal, State and Local regulations, the Village shall have the right to inspect all users within the Town and if, from any inspection, it is determined by the Village that any deleterious waste is improperly entering the system, or that either the Town or a user are violating any ordinance rule or regulation or this agreement, the user and the Town will be notified in writing and shall be required to cease and desist such

discharge immediately in the case of deleterious waste and within five days or such other reasonably required time for other violations. In the event the Town and/or user fail to take corrective action (or in the alternative to satisfactorily assure the Village that corrective action will be taken with a specified period of time), the Village shall pursue any and all remedies available to achieve compliance.

(4) The Town agrees that federal, state and local regulations regarding pretreatment of those industrial wastes demanding such pretreatment shall be rigidly monitored and enforced upon the applicable industrial dischargers by the Town.

H. SEWER SERVICE CONNECTIONS

(1) No connections shall be made to the Town collection system without prior written notice to the Village. The Town agrees that it will ensure that no plumbing permits are issued for any improvement which involves new connections to the sewerage system unless the applicant first pays all applicable fees and written notice has been given to the Village.

(2) The Village shall have the right to inspect the Town building permit records to ensure compliance with this agreement. The Village shall also have the right to inspect any work performed relating to sewer service connections. All connections to the system shall meet the requirements of the Municipal Code of the Village.

I. BILLING DATES AND PROCEDURES; PAYMENT TERMS

(1) The Village is providing wastewater treatment and collection and interceptor operation and maintenance services to the Town and the Town shall be liable for payment for all charges relating to these services. The Village shall bill the Town on the same frequency as Village residents. All invoices shall be paid in full within 30 days after the date of billing, and if not so paid, the account shall be considered delinquent. Delinquent payments shall be subject to the same penalties and charges assessed by the Village to Village residents who are delinquent in the payment of sewer charges. The Village shall have the right to withhold approval of any sewer connections while bills are delinquent.

(2) The Town shall provide, on a monthly basis, a customer billing summary which indicates any changes to the number of customers being served by the Town. The Village shall have the right to inspect the Town customer billing records to ensure compliance with the Agreement.

J. SEWAGE TREATMENT RATES

(1) Sewage treatment rates will be set by the Village at such time the Town requests services for those lands identified in the sewer service area in this Agreement. The Village agrees to provide service to the Town, all for the protection of area ground water, preservation of water resources, public health, safety and welfare, and for the continued improvement of the environment in the Dousman area. Of specific and paramount importance in arriving at the sewage treatment rates, the Town acknowledges that by providing outside sewerage service to the Town, the Village is diminishing the prospects of growth beyond portions of the Village boundary. In addition, the Village will be allowing competing businesses and industries to be served by sanitary sewer.

(2) For the acceptance, treatment, and disposal of sewage transmitted to the Village from the Town and for the operation and maintenance costs, for the treatment facility, collector sewers and interceptor system, the Town shall have the same equivalent charges as Village residents.

(3) The sewer user charge rate shall be applied to the total wastewater flow as metered at the Town connection points.

(4) For the recovery of the capital costs associated with the Village's wastewater treatment facility, collector sewers and interceptor system the Town shall pay a capital cost recovery rate. This rate represents the Town's equitable and proportionate share of depreciation and rate of return on the Village's wastewater treatment facility, collection system and interceptor system. The capital cost recovery rate shall be computed in accordance with the methodology outlined in Exhibit 7-4. For purposes of computing the Rate Base as shown in Exhibit 7-4, the amount of capital costs expected to be recovered through Extraterritorial Sewer Availability Charges charged to the Town, as described in Section M(1) of this Agreement, and any Sewer Availability Charges or Impact Fees charged to properties within the Village, shall be treated as Contributions in Aid of Construction (CIAC). The amount expected to be recovered through Extraterritorial Sewer Availability Charges, sewer availability charges and impact fees shall be determined consistent with the reports prepared for the adoption of the fees or charges. The Village shall not charge the Town for any capital costs, including but not limited to those associated with the Village's wastewater treatment facility and interceptor system by use of any method other than that set forth in Exhibit 7-4, and Sections J(2) and M(1) of this Agreement without the consent of the Town.

(5) As part of the Village's sewer utility budget process, the Village will establish a separate account for the Town for the miscellaneous non-capital expenses for incidental maintenance and supplies incurred directly for service to the Town. Those expenses include, but are not limited to meter reading, maintenance and supplies and phone lines for any pump station alarm systems. The Village shall invoice the Town directly for these costs as part of the regular bill to the Town.

K. LICENSE FEES

(1) In recognition of the receipt of sanitary sewerage service without requiring annexation to the Village, the Town shall pay the Village an annual license fee. While the license fee is not directly related to the provision of sewer service, the charges associated with the fee will be based on the number of Residential Equivalent Connections (RECs) the Town has connected to the sewerage system.

(2) The annual license fee for 2008 shall be $92.35 per residential equivalent connection (REC) for all residential connections and $184.71 per REC for all commercial and industrial users and both REC charges shall escalate by 4% per year. The Town shall report to the Village by January 31st of each license year period the change in the number of customers and corresponding residential equivalent connections (REC), the determination of which shall be based on the methodology described in the Village's current Sewer Utility Ordinance, during the prior calendar year.

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

L. TREATMENT FACILITY EXPANSION AND TREATMENT PROCESS IMPROVEMENTS

(1) It is understood by the Town that the Village's wastewater treatment facility is considered a regional facility and accordingly, the potential exists for future agreements by the Village for treatment of wastewater originating in other municipalities, or sanitary and utility districts created therein. Additions to the capacity of the wastewater treatment facility or interceptors, consistent with upgraded treatment processes as required by Department of Natural Resources and the Environmental Protection Agency (EPA) or caused by growth, may be necessary in the future.

(2) Inasmuch as the Village is not reserving capacity for the Town or any other entity to be served, and is not therefore intending to sell reserve capacity, any wastewater treatment facility expansion or interceptor extension not covered by this Agreement shall be financed by the Village. The Village is only providing service to the Town if the Village finds that capacity is available to do so. The Town capital contribution towards future capital will be done in accordance with methodology specified in Exhibit 7-4.

(3) If improvements to the wastewater treatment facility or the addition of a specific process for treating wastewater is required due to the treatment of wastewater from a user within the Town, the total of such expense shall be paid by the Town in which the user requiring such a process is located.

M. EXTRATERRITORIAL SEWER AVAILABILITY CHARGES

(1) For all new connections to the sewer system within the Service Area, the Village shall charge the Town an Extraterritorial Sewer Availability Charge. The charge shall be set at an amount equal to the sum of the then-current Village impact fees for sanitary sewerage facilities as established by Village's Municipal Ordinance.

(2) Each month, the Town shall provide records to the Village of all plumbing permits issued in the previous month for connection to the Town's sewerage system. The Extraterritorial Sewer Availability Charges for all new connections within a

given month will be billed to the Town at the end of the month and shall be paid by the Town according to the billing dates and procedures set forth in Section I of this Exhibit 7-G.

N. DISPUTES

The parties hereto agree to be bound by the provisions of Section 66.0821(5)(a) of the Wis. Stats. (2005-2006) in the resolution of any dispute concerning the interpretation of this agreement or the rates, rules and practices of the parties.

O. MAINTENANCE AND REPAIR

It shall be the obligation of the Village to construct and the Town to pay for the cost and expense of the Town's local sewerage system as shall be required to connect to the Village's sewerage system and provide wastewater collection service to the users in the Town. Upon completion of the construction and acceptance by all parties, the Village shall provide for all costs of repairing, operating and maintaining the Town's local sewerage system. Any expansion of the sewerage system or extensions within the Town's service area would be planned, designed and constructed by the Village and paid for by the Town.

P. PENALTIES

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

Q. BOOKS AND RECORDS

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

R. EFFECTIVE DATE

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

S. TERM OF CONTRACT: REMEDIES

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

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

T. EFFECT OF AGREEMENT

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

U. SEVERABILITY

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

V. BINDING AGREEMENT

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

W. FUTURE CONTRACTING PARTIES

In the event the Town Board creates a sanitary or utility district or districts pursuant to Sec. 60.71 (2005-2006) or Sec. 66.0827 (2005-2006), Wis. Stats., for all or part of the sewer Service Area, the Town being a contracting party, shall assign its interest in this contract to the sanitary or utility district or districts created; and the parties responsible thereafter for performance on behalf of the Town shall then be the sanitary or utility district or districts. The commissioners of the district or districts shall be required to execute an agreement wherein the district or districts agree to be bound by the terms of this Agreement. The Village shall have no obligation to serve any sanitary or utility district or districts created therein unless and until said districts become contracting parties. The Town shall remain a contracting party as to all actions that are to be performed by the Town in its governmental capacity.

Signed by the Village of Dousman this ____ day of _____ 200___.

VILLAGE OF DOUSMAN

_____
Jack Nissen, Village President

ATTEST:

_____
Penny Nissen, Village Clerk

Signed by the Town of Summit this ____ day of _____ 200____.

TOWN OF SUMMIT

_____
Leonard Susa, Town Chairman

ATTEST:

_____
Debbie Schueler, Town Clerk

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EXHIBIT "7-1"
BOUNDARY DESCRIPTION OF SERVICE LIMITS FOR THE TREATMENT OF WASTEWATER FROM THE TOWN OF SUMMIT

All that part of Sections 26, 27, 28, 30, 31, 32, 33, and 34, Town 7 North, Range 17 East, Town of Summit, Waukesha County, Wisconsin, bounded and described as follows (see attached Exhibit "7-2"):

Beginning at the Northeast corner of the Southeast one-quarter of said Section 27; thence North 89°50'22" West along the North line of said Southeast one-quarter, 1302 feet more or less; thence Southerly along the East line of Certified Survey Map (CSM) 3162, CSM 3163, and CSM 3161, 2649 feet more of less to a point on the North line of the Northeast one-quarter of said Section 34; thence North 89°57'30" West along said North line, 1298 feet more or less to the Northwest corner of said Northeast one-quarter of said Section 34; thence South 01°10'55" West along the West line of the Northeast one-quarter of said Section 34, 2698.63 feet to the center of said Section 34; thence South 00°51'31" West along the South one-quarter line of said Section 34, 456.34 feet to the Northerly line of U.S.H. "18"; thence Southeasterly along said Northerly line, 342.00 feet more or less to a point 330.00 feet East of the South one-quarter line of said Section 34; thence South and parallel to said South one-quarter line to the centerline of U.S.H. "18"; thence North 75°30'00" West along said centerline, 341.00 feet to said South one-quarter line; thence North 78°45'00" West along said centerline, 735 feet more or less to the intersection of the centerline of the Dousman Road right-of-way; thence Westerly along said centerline 1105 feet more or less to an angle point on said centerline; thence Northerly along said centerline 94 feet more or less; thence Westerly along the Southerly lines of Lots 13 and 14 of Still Waters Subdivision and the Southerly line of Outlot 13 of Still Waters Subdivision, 996 feet more or less to an angle point in said Southerly line; thence Southerly along said Southerly line, 169 feet more or less; thence South 89°32'12" West along said Southerly line of Outlot 13 of Still Waters Subdivision and the North line of the Southeast one-quarter of said Section 33, 2669 feet more or less to the Northwest corner of the Southeast one-quarter of said Section 33; thence North 89°52'48" West along the North line of the Southwest one-quarter of said Section 33, 2628.15 feet to the Northwest corner of said Southwest one-quarter; thence South 00°43'59" West along the West line of said Southwest one-quarter, 714 feet to a point on the Northeast line of USH 18; thence Southwesterly, 81 feet more or less to the Southwest line of said USH 18; thence Southwesterly along the Northwest line of lands designated by Tax Key SUMT 0704.997, 166 feet more or less; thence Southeasterly along the Southwest line of said lands, 137 feet more or less to a point on said West line of the Southwest one-quarter of Section 33; thence South 00°43'59" West along said West line, 1695 feet more or less to the South line of the Southeast one-quarter of said Section 32; thence North 89°12'18" West along said South line, 2666.47 feet to the South line of the Southwest one-quarter of said Section 32; thence North 88°40'21" West along the South line of the Southwest one-quarter of said Section 32, 2637.01 feet; thence South 89°39'16" West along the South line of the Southeast one-quarter of said Section 31, 2686.08 feet; thence North 89°58'53" West along the South line of the Southwest one-quarter of said Section 31, 2511.89 feet; thence North 00°37'01" East along the West line of said Southwest one-quarter, 2628.14 feet; thence North 00°37'06" East along the West line of the Northwest one-quarter of said Section 31, 2618.50 feet; thence North

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00°09'33" West along the West line of the Southwest one-quarter of said Section 30, 395.70 to an angle point on said West line; thence North 00°28'51" East along said West line, 2253.04 feet; thence North 00°28'51" East along the West line of the Northwest one-quarter of said Section 30, 1324 feet more or less to the Northwest corner of lands designated by Tax Key SUMT 0694.997; thence Easterly along the North line of said lands, 2590 feet more or less to a point on the West line of Lot 4, CSM 4070; thence Southerly along said West line, 438 feet more or less to the South line of said Lot 4, thence Easterly along said South line and the South line of Lot 2 of said CSM 4070, 2723 feet more or less to a point on the East line of the Northeast one-quarter of Section 30, Town 7 North, Range 17 East; thence South 00°40'57" West along said East line; 880 feet more or less to the Northwest corner of the Southwest one-quarter of Section 29, Town 7 North, Range 17 East; thence South 00°42'00" West along the West line of said Southwest one-quarter, 2641.00 feet to the South line of said Southwest one-quarter; thence South 87°13'09" East along said South line, 2668.15 feet to the Southwest corner of the Southeast one-quarter of Section 29, Town 7 North, Range 17 East; thence South 88°19'58" East along the South line of said Southeast one-quarter, 2592.64 feet to the East line of said Southeast one-quarter; thence North 00°03'17" East along said East line, 2649.70 feet to the Southwest corner of the Northwest one-quarter of Section 28, Town 7 North, Range 17 East; thence North 00°38'35" East along the West line of said Northwest one-quarter, 2639.69 feet to the North line of said Northwest one-quarter; thence South 88°55'50" East along said North line, 2631.43 feet to the Northwest corner of the Northeast one-quarter of Section 28, Town 7 North, Range 17 East; thence South 88°55'50 East along the North line of said Northeast one-quarter, 2401.18 feet to an angle point on said North line; thence North 83°39'07" East along said North line, 157.73 feet to the Northwest corner of the Northwest one-quarter of Section 27, Town 7 North, Range 17 East; thence North 83°39'07" East along the North line of said Northwest one-quarter, 680.36 feet to an angle point on said North line; thence South 89°43'54" East along said North line, 1962.58 feet to the Northwest corner of the Northeast one-quarter of Section 27, Town 7 North, Range 17 East; thence South 89°43'54" East along the North line of said Northeast one-quarter, 2631.68 feet to the Northwest corner of the Northwest one-quarter of Section 26, Town 7 North, Range 17 East; thence North 89°50'05" East along the North line of said Northwest one-quarter; 595 feet more or less to the centerline (more or less) of the Bark River; thence Southerly along said centerline, 4875 feet more or less to a point on the South line of the Northwest one-quarter of said Section 26; thence South 89°27'24" West along said North line, 1035 feet more or less to the point of beginning.

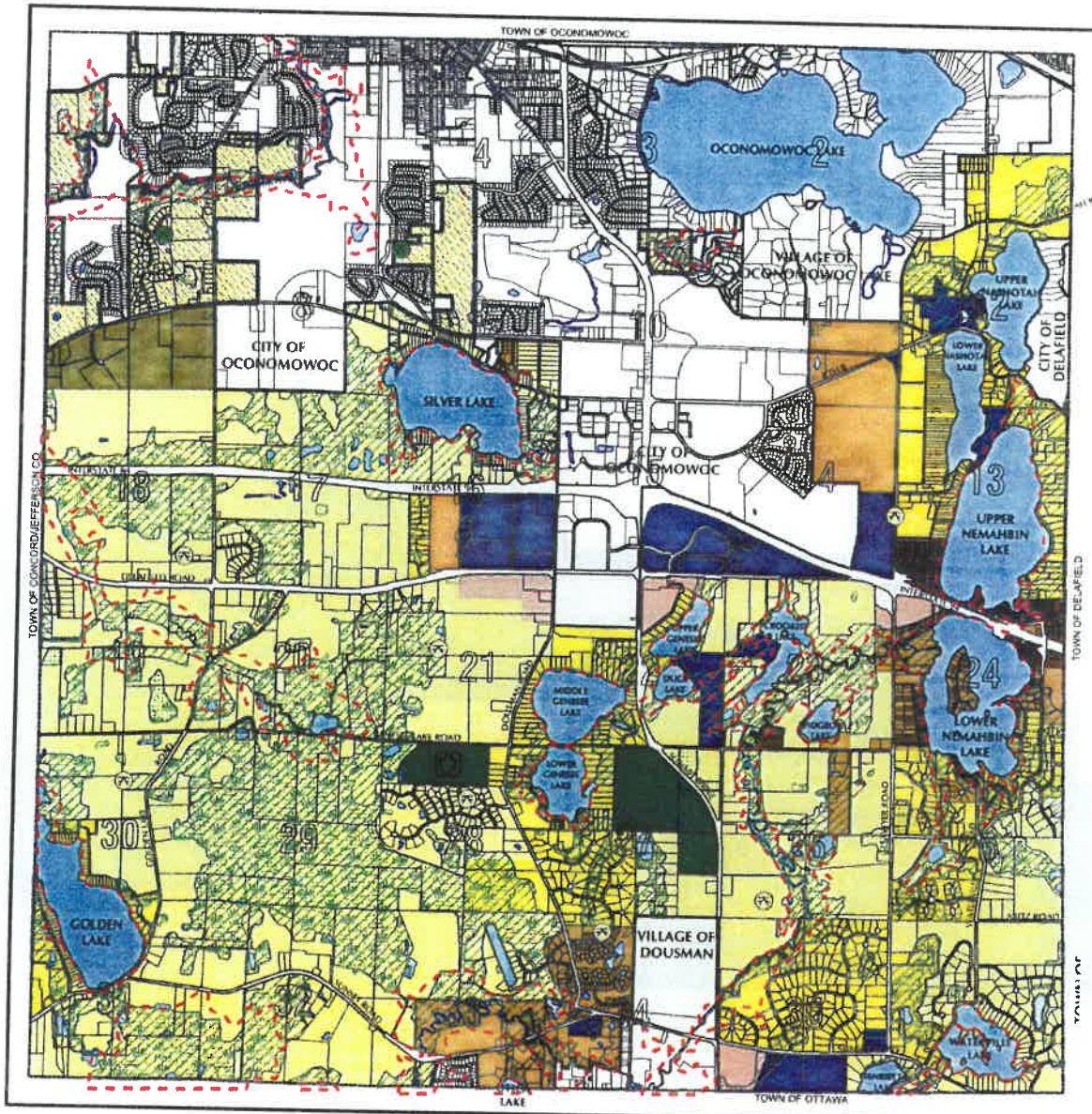
RUEKERT/MIELKE

David M. Buechl, P.E., R.L.S.
Bruce K. Cross, R.L.S.

BKC:jkc
Attachment (Exhibit "7-2")
cc: File

EXHIBIT 7-3
TOWN OF SUMMIT
FUTURE LAND USE MAP

Original Adoption June 4, 2001
Amended Through March 12, 2008
Reformatted November 26, 2008 for
Boundary Agreement
(per Exhibit 7-G)



Legend

- SF Residential 2.4-acre
- SF Residential 1.6-acre
- SF Residential 0.8-acre
- SF Residential 0.6-acre
- MF Residential 6 D.U.A
- Institutional
- Commercial/Office
- Mixed Use
- Industrial/Business Park
- Special District
- Park/Recreational
- Primary Environmental Corridor
- Secondary Environmental Corridor
- Isolated Natural Resource Area
- Wetlands
- Neighborhood Park
- Neighborhood Park (City)
- Community Park
- Ceded to City of Oconomowoc by 2010
- FEMA Floodplain Boundary
- Municipal Boundaries

N W E S

0 1,600 3,200 6,400 Feet

YAGGY COLBY ASSOCIATES

March 26, 2009

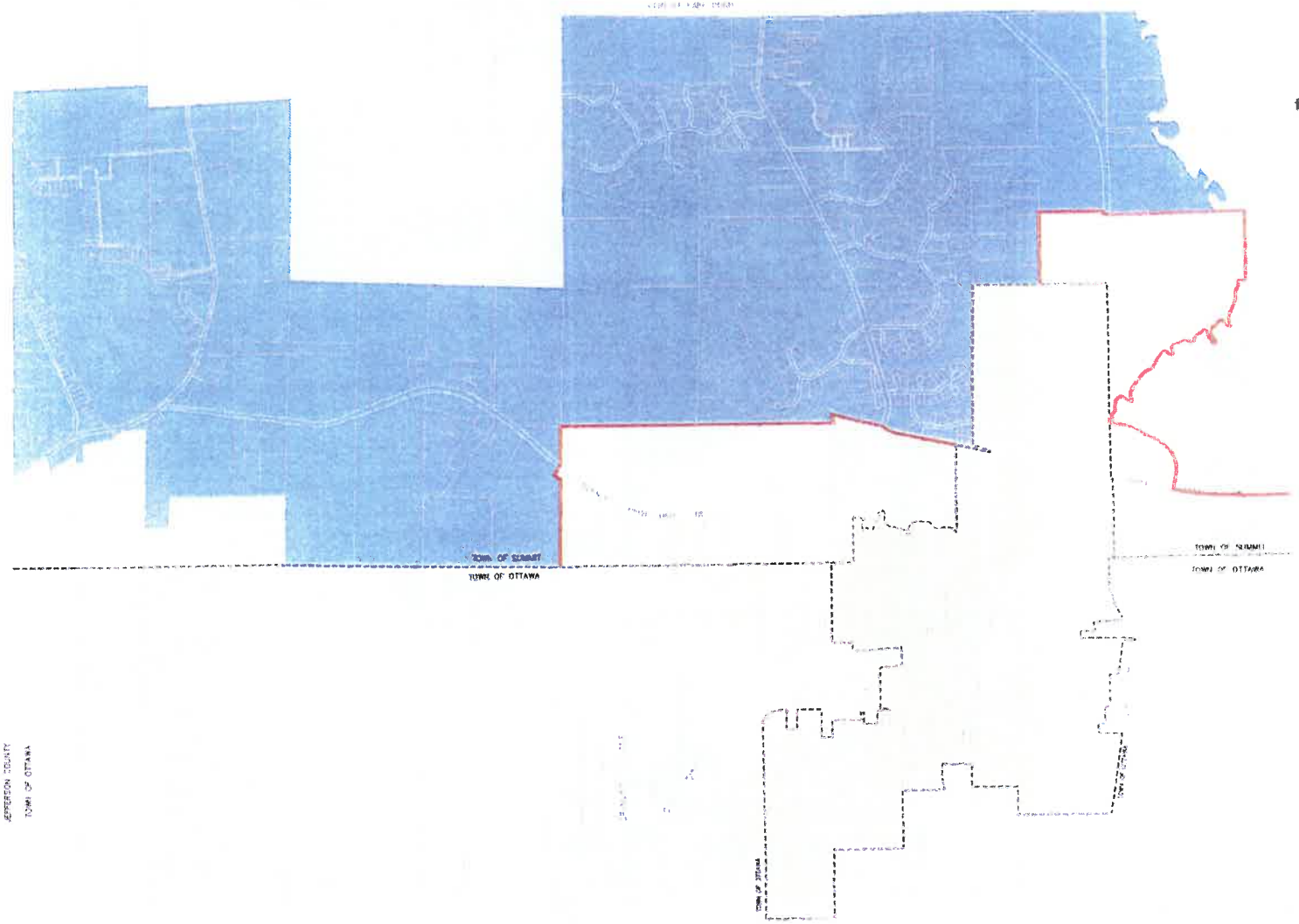


EXHIBIT "7-2"

Map Depicting Boundary Description of Service Limits for the Treatment of Wastewater from the Town of Summit Per Exhibit "7-I"

Village of Dousman / Town of Summit, Waukesha County, Wisconsin

LEGEND

- Village of Dousman 2007 Municipal Boundary
- Ultimate Village of Dousman Municipal Boundary in the Town of Summit
- Ultimate Town of Summit Sewer Service Area

N
W E
S

0 1500 3000
SCALE IN FEET

Ruekert·Mielke
engineering solutions for a working world

DATE: March 2009
SOURCE: WAUKESHA COUNTY PARKS AND LAND USE, 2007

Exhibit 7-4

Capital Cost Recovery Rate Methodology

Village of Dousman

Capital Recovery from Town of Summit

Note: The following values are provided for demonstration purposes only. The actual computations will include utility financial and customer data for the first and each subsequent year of service.

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

Notes:

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

EXHIBIT "7-H"
LEGAL DESCRIPTION
PROPOSED WAUKESHA
COUNTY TRAIL SYSTEM

All that part of Sections 34 and 35, Town 7 North, Range 17 East, Village of Dousman and the Town of Summit, Waukesha County, Wisconsin, bounded and described as follows (see attached Exhibit "7-I"):

Beginning at a point South of the Bark River and North of Whitaker Lane in the State Trunk Highway (STH) 67 right-of-way at the ultimate boundary line for the Village of Dousman; thence Southerly within said right-of-way, 1100 feet more or less to the United States Highway (USH) 18 right-of-way; thence Westerly within said right-of-way, 3500 feet more or less to the Dousman Road right-of-way; thence Westerly within said right-of-way, 1100 feet more or less to an angle point in said right-of-way; thence Northerly within said right-of-way, 100 feet more or less to the ultimate boundary line for the Village of Dousman and the terminus of this description, subject to covenants, conditions, restrictions and easements of record.

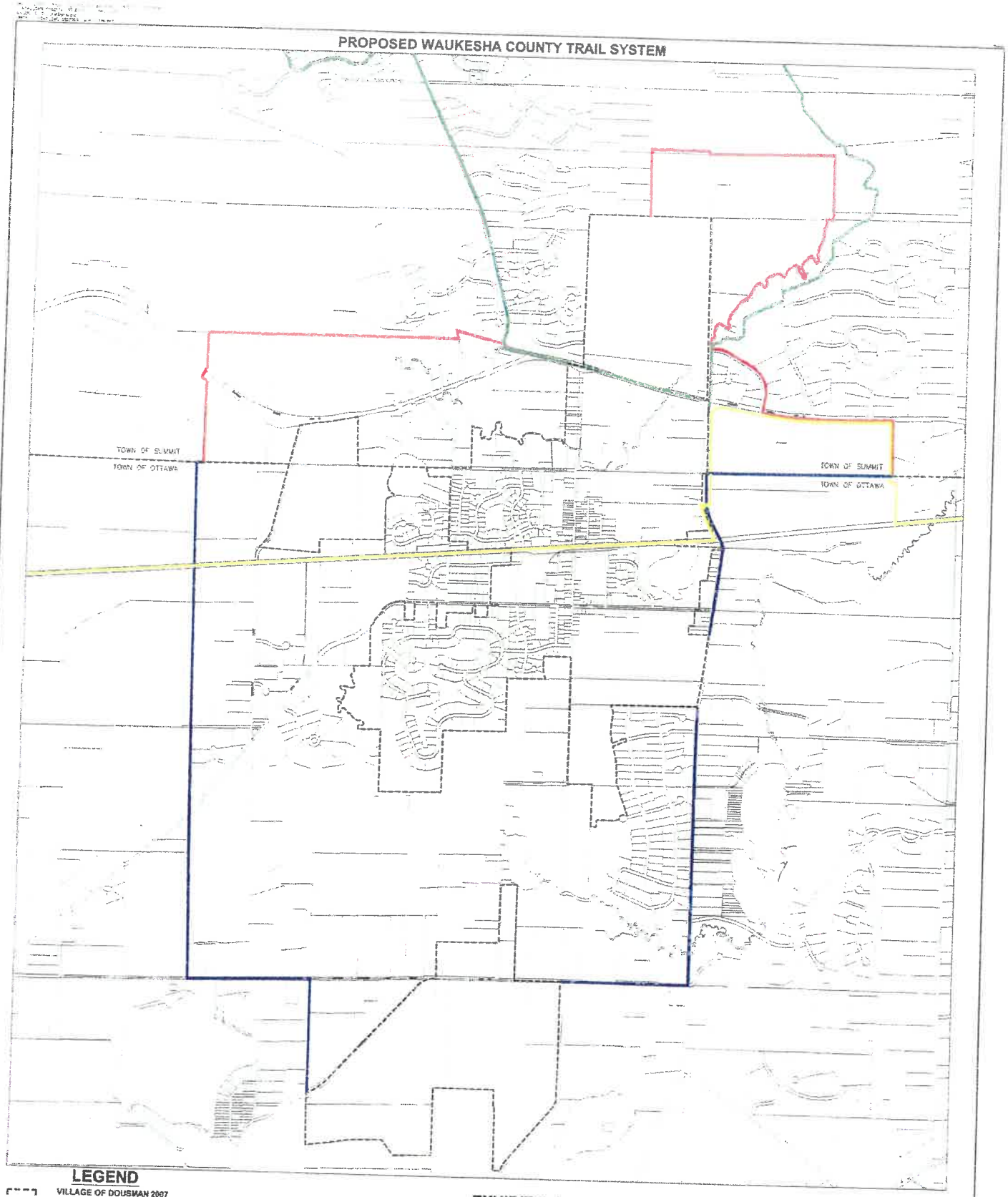
RUEKERT/MIELKE

Bruce K. Cross, R.L.S.

BKC:jkc

Attachment (Exhibit "I")

cc: File



LEGEND

- VILLAGE OF DOUSMAN 2007 MUNICIPAL BOUNDARY
- ULTIMATE VILLAGE OF DOUSMAN MUNICIPAL BOUNDARY IN TOWN OF SUMMIT
- ULTIMATE VILLAGE OF DOUSMAN MUNICIPAL BOUNDARY IN TOWN OF OTTAWA
- EXISTING TRAIL SYSTEM
- PROPOSED TRAIL SYSTEM

SEE LEGAL DESCRIPTION – EXHIBIT 7-H FOR TRAILS WITHIN ULTIMATE BOUNDARY FOR THE TOWN OF SUMMIT

DATE: March 2009

SOURCE: WAUKESHA COUNTY PARKS AND LAND USE, SEPT. 2007

EXHIBIT 7- I

Map Depicting Proposed Waukesha County Trail System, Per Exhibit "7-H"

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

Ruekert·Mielke

EXHIBIT 7-J

STATE OF WISCONSIN VILLAGE OF DOUSMAN WAUKESHA COUNTY

RESOLUTION NO. _____

A RESOLUTION TO WAIVE EXTRATERRITORIAL PLAT APPROVAL JURISDICTION WITHIN THE TOWN OF SUMMIT

WHEREAS, the Town of Summit and the Village of Dousman are in the process of preparing a cooperative boundary plan in accord with §66.0307, Stats., to allow the Village of Dousman and the Town of Summit to appropriately plan for their respective municipalities; and

WHEREAS, in conjunction with the preparation of the cooperative boundary plan the Village of Dousman Village Board has agreed to waive its right to approve plats in areas of the Town that are outside of the ultimate Village boundary except for a small area as described in the cooperative boundary plan; and

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

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

SECTION 1:

A. The Village of Dousman hereby waives its right to approve plats and certified survey maps located within the Town, outside of the Ultimate Village Boundary, as that is defined in the Cooperative Boundary Agreement dated April 23, 2009, except for those parcels over which the Village will maintain extraterritorial plat approval jurisdiction as noted in the map at Exhibit A which is incorporated herein by reference, so long

as those parcels are within the unincorporated boundaries of the Town. Those parcels are further identified by tax key number SUMT067999, SUMT0684999, SUMT0704999 and SUMT0701999.

B. The Village of Dousman also waives its right to exercise extra-territorial zoning as described in Wisconsin Statutes Section 62.23(7a) (2007-08) as to any land in the Town outside the Ultimate Village Boundary except for those parcels over which the Village may enact extraterritorial zoning approval jurisdiction, as noted in Exhibit A and listed in paragraph A of this Resolution, so long as those parcels are within the unincorporated boundaries of the Town.

C. This resolution shall take effect on the date that the cooperative boundary plan between the Town of Summit and the Village of Dousman is approved by the Department of Administration. In the event the Department fails or refuses to approve the cooperative boundary plan, this resolution shall be null and void and of no further force and effect. Similarly, in the event that the cooperative boundary plan is successfully challenged or otherwise rendered null and void, this resolution shall also be null and void.

D. Although Wisconsin Statutes Section 236.10(5) grants municipalities the authority to rescind a waiver of extraterritorial plat approval jurisdiction, this resolution is

being entered as an integral part of the cooperative boundary agreement which has the affect of a binding contract pursuant to §66.0307(6), Stats., and therefore this resolution shall not be rescinded except upon a duly authorized and approved amendment to the municipal boundary agreement.

E. The Village of Dousman Village Clerk is directed to record this resolution with the Waukesha County Register of Deeds, including the attached Exhibit, immediately following the approval of the cooperative boundary agreement by the Department of Administration.

Section 2: Severability

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

Dated this ___ day of _____ 2009.

VILLAGE OF DOUSMAN

_____
Jack Nissen, President

ATTEST:

_____
Penny Nissen, Clerk

Published and/or posted this ___ day of _____ 2009.

Exhibit A: Map 7-E.T.-1 Extraterritorial Jurisdiction Map Unincorporated Summit

RESOLUTION
EXHIBIT A

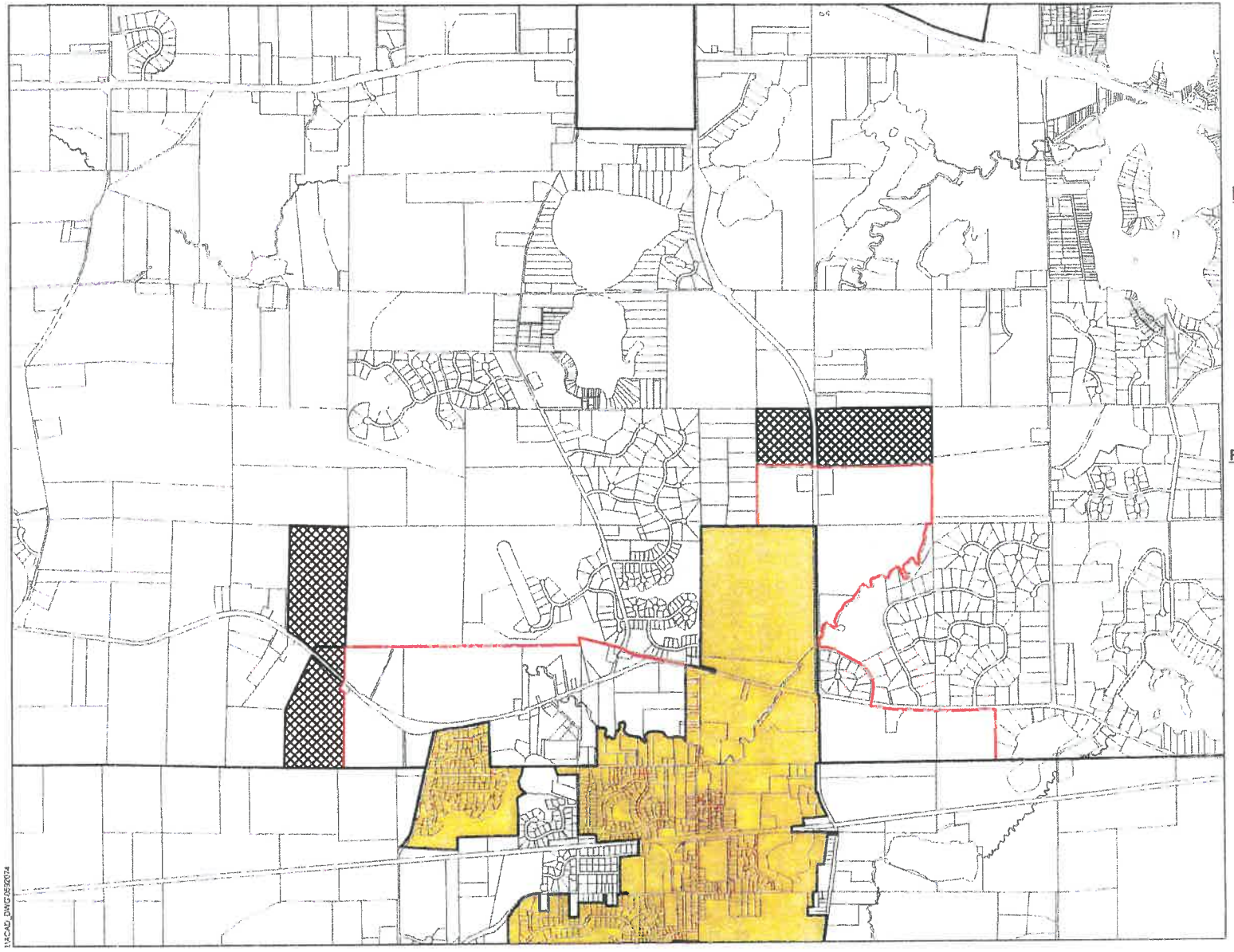


Exhibit 7 - E.T. - 1

Extraterritorial Jurisdiction Map of Unincorporated Summit

Legend

- Review Jurisdiction Village of Dousman
- Ultimate Village of Dousman Municipal Boundary in the Town of Summit
- Extraterritorial Jurisdiction

Properties Affected
(Per 2008 Waukesha County Tax Roll)

- SUMT0679999
- SUMT0684999
- SUMT0704999
- SUMT0701999

N
W E
S

0 500 1,000 2,000 Feet

March 24, 2009

Ruekert·Mielke
engineering solutions for a working world

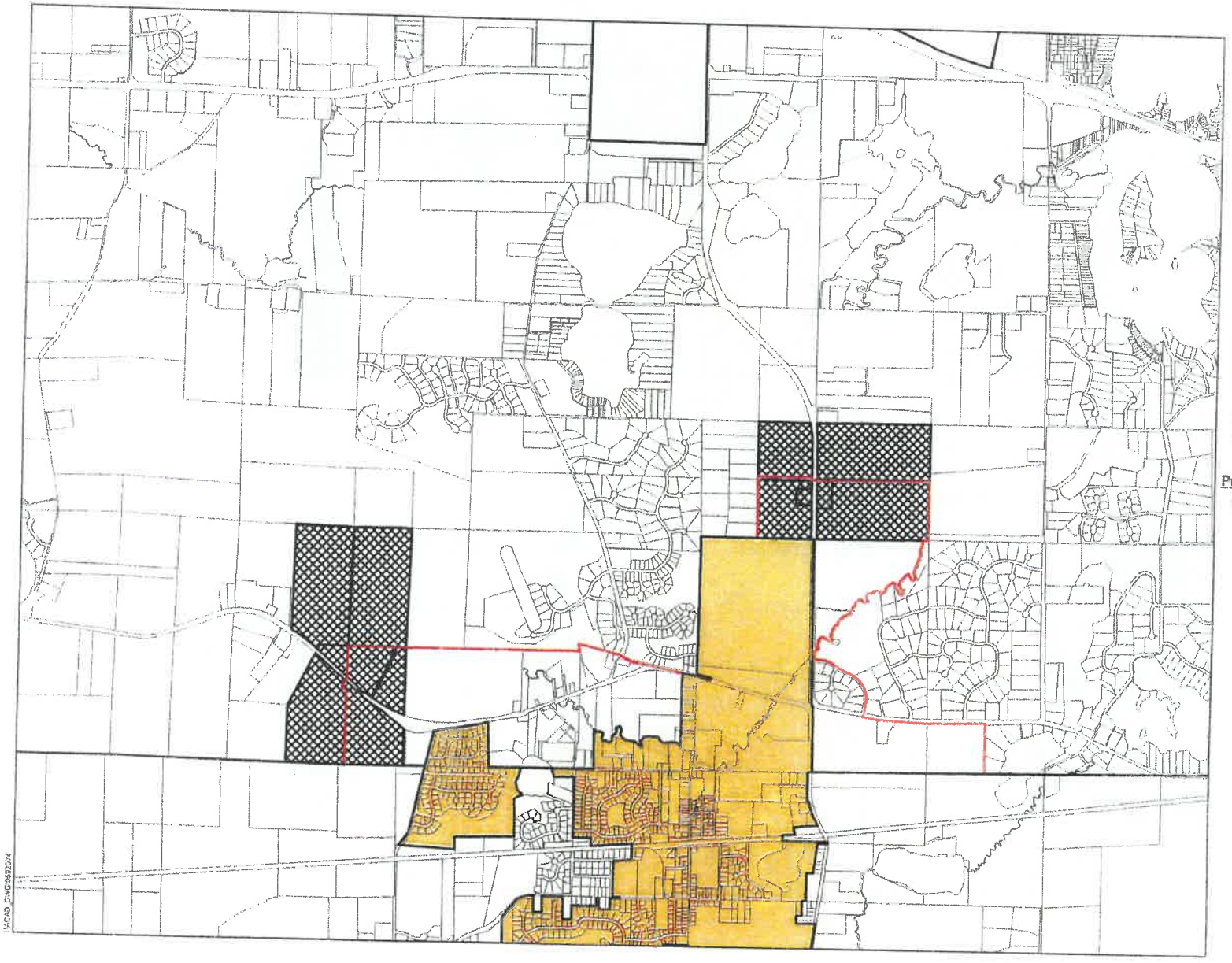


Exhibit 7 - JP - 1

Joint Planning Area Map

Legend

- Review Jurisdiction Village of Dousman
- Ultimate Village of Dousman Municipal Boundary in the Town of Summit
- Joint Planning Area

Properties Affected
(Per 2008 Waukesha County Tax Roll)

- SUMT0679999
- SUMT0684999
- SUMT0704999
- SUMT0701999
- SUMT0706999
- SUMT0707999
- SUMT0704997
- SUMT0679997
- SUMT0679997001
- SUMT0684998001
- SUMT0684998002

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March 24, 2009

Ruekert·Mielke

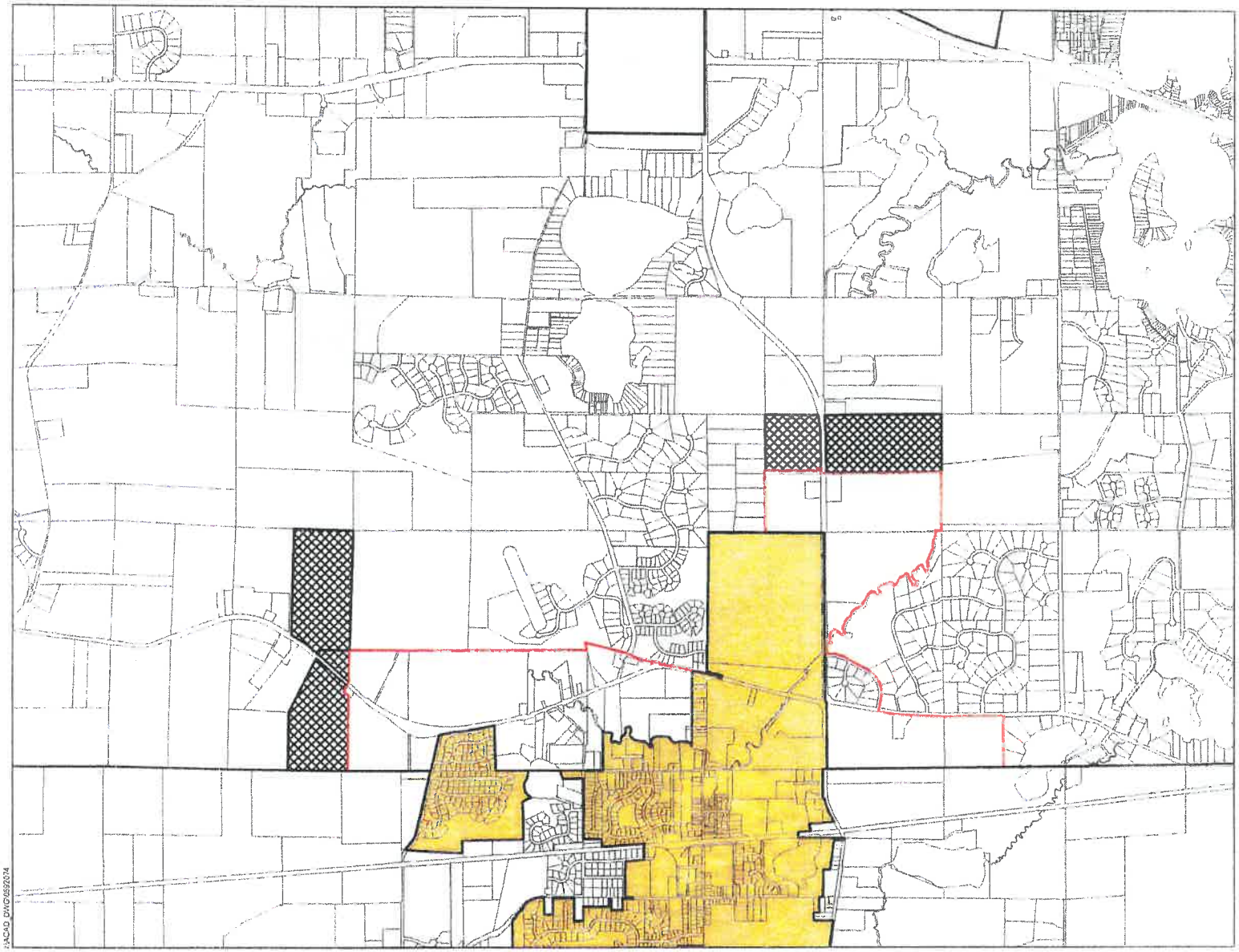

Exhibit 7 - E.T. - 1

Extraterritorial Jurisdiction Map of Unincorporated Summit

Legend

- Review Jurisdiction Village of Dousman
- Ultimate Village of Dousman Municipal Boundary in the Town of Summit
- Extraterritorial Jurisdiction

Properties Affected
(Per 2008 Waukesha County Tax Roll)

- SUMT0679999
- SUMT0684999
- SUMT0704999
- SUMT0701999

N
W E
S

0 500 1,000 2,000 Feet

March 24, 2009

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/ACAD DWG/0592074

8.0 VILLAGE OF OCONOMOWOC LAKE

The Village of Oconomowoc Lake is located in the north-east corner of the Town of Summit. It is bounded by the Town of Oconomowoc to the north and the City of Oconomowoc to the west. A small portion of the City of Delafield meets the Village in what used to be Section 1 of the Town of Summit. See Maps 1 and 1a.

8.1 Existing Environmental Conditions

A. Topography

The Village of Oconomowoc Lake has elevation changes of approximately 90 feet. Generally the elevation of the lake and river system is about 860 feet above mean sea level (msl). The wetland areas on the north shore adjacent to the river inlet and outlet on the north shore range in elevation from 860-870 feet above msl. The highest elevation in the Village is on the east shore of Oconomowoc Lake at an elevation ranging from 920-930 feet above msl. See Map 3.

B. Geology

The Village is located in an area at the edge of the inter-lobate kettle moraine and the gently sloping ground moraine. The thickness of glacial deposits is between 300 and 400 feet. The bedrock formations underlying the unconsolidated surface deposits in the County consist of Precambrian crystalline rocks, Cambrian sand stone; Ordovician dolomite, sandstone and shale; and Silurian dolomite. In the vicinity of the Village, the bedrock geology consists of Platteville, Decorah and Galena formations undifferentiated.

C. Groundwater

See description for Town of Summit at §3.3(C).

D. Air Quality

Currently all of Waukesha County is considered a federal non-attainment area for meeting standards of ozone pollution, representing emissions of volatile organic compounds.

E. Soil Types

Most of the most of the soils around the lake are well drained, sandy, gravelly soils classified as Casco Rodman and Fox. There are Pella and Houghton Mucky Peat soils in the areas adjacent to the inlet and outlet of the lake, along the Oconomowoc River and the channels on the south shore of Oconomowoc Lake, these are considered hydric soils and are poorly drained and not suitable for onsite sewage disposal systems or development, most of which are located in designated wetlands or floodplains. There are slopes within the Village steeper than 12% consisting of sandy, gravelly

soils, which are not considered good for residential development. See Map 4.

F. Wetlands and Water Bodies

Oconomowoc Lake is the only water body within the Village and it is fed and drained by the Oconomowoc River. The lake's drainage basin directly tributary to the lake is 2,020 acres. The lake's watershed area draining to the lake is 85 square miles. The water quality of the lake is classified by the US Geologic Survey as very good to better. Wetlands are located on the south end of the lake. Floodplain within the Village are located at the inlet and the outlet of the lake along the Oconomowoc River, on the southwest shore of Oconomowoc Lake, on the Pabst Channels in the small bay (southeast Section of the lake) and in the Lalumiere Subdivisions (south side of lake). See Map 5.

G. Wildlife

The Town of Summit Rare Resources Map, which is part of the Town of Summit Master Plan, includes the Village of Oconomowoc Lake, indicates there are state special concerned species and state threatened and endangered species within the Village of Oconomowoc Lake. Those within Oconomowoc Lake which are state special concerned species include: banded killifish, Garewell's water milfoil, lake herring, lake chumsucker and least darter. The resource map also indicates there are pugnosed shiners and -salamander mussels in the Village, which are considered state threatened and endangered species.

A resource map indicates no natural areas, critical species habitat sites, rare bird species habitat sites, rare herptile species habitat, state threatened and endangered species habitat and state special concerned species. There are no federally protected species or state or federal parks or natural areas in the Village.

8.2 Planning Documents that Pertain to the Boundary Adjustment Area

Smart Growth Plan for Village of Oconomowoc Lake, March 2008, see Appendix A and Map 27.

8.3 Existing Ordinances that Affect the Boundary Adjustment Area

The Village has a zoning code and a land division code found at Chapters 17 and 18, respectively, in the Village Code and in Appendix A.

Waukesha County Shoreland and Floodland Protection Ordinance

8.4 Existing Public Facilities

A. Sewer and Water Provisions

Sewer service is only provided to 2 areas in the Village. The Village of Oconomowoc Lake Utility District contracts with the City of Oconomowoc to provide sewage collection and treatment and water for commercial properties along a portion of the Highway 16 Business District from Ewald's automobile dealership west to the Village limits. The City of Oconomowoc owns the water mains and sewage collection lines in this area.

Since the 1990 Master Plan, the Village has installed a sewer line for the residents of South Beach Road. The sewer line serves a total of 17 residential properties, and was installed in the summer of 2005, completed and functioning in August 2005. This was funded through borrowing by the Village and the entire cost is being passed onto the 17 properties as a special assessment for the next 20 years for those not paying in full. This area was serviced with sewer as the soil conditions which exist in this area have a high groundwater table, and the potential for failure of private septic systems was high. The sewage from this area is treated at the Oconomowoc Wastewater Treatment Plant.

The area north of Highway 16 is in the Okauchee Sewer Service Area. It has not been determined whether the Village is likely to ultimately require sewer service in this area.

Every 4 or 5 years, the Village has requested that the Waukesha County Department of Parks and Land Use, Environmental Health Division make unannounced septic inspections of the existing systems in the Village. Failures are identified and any deficiencies found are required to be corrected by the property owners.

The Village provides no public water service directly. The Village of Oconomowoc Lake Utility District, which serves the Highway 16 commercial area contracts with the City of Oconomowoc to provide public water service to all of the commercial properties from Ewald's west. The City of Oconomowoc owns the water distribution lines. All residential homes in the Village are served by private water supplies except for one on Beach Road.

B. Storm Water Management

The Village requires property owners to comply with the County's stormwater regulations, when proposed development will need storm water management measures.

C. Transportation

The Village of Oconomowoc Lake is exceptionally well served by regional arterial highways linking the Village to Milwaukee and Madison and other employment centers. The Village is located two miles north of Interstate 94, which can be accessed from either the S.T.H. 67 interchange or the Sawyer Road (C.T.H. "P") interchange (eastbound only). The north side of the Village accesses directly onto S.T.H. 16, which has recently been completed to freeway standard between the cities of Waukesha and Oconomowoc. Gifford Road and C.T.H. "P" are the primary access points into the

Village from S.T.H. 16. The S.T.H. 16 improvement provides a more efficient access link between S.T.H. 16 and Interstate 94 relieving much of the north-south traffic, which previously traveled through the Village utilizing West and North Beach Roads and Gifford Road.

D. Police and Fire Services

The Village has 6 full-time officers including the police chief and 3 part-time officers who provide round the clock service. Equipment includes three squad cars equipped with radio and computer communication equipment. The Village Police Department also provides a lake patrol during the months of May through September. The Department currently has one, 17 ft. tri-hull patrol boat and 1 jet ski.

The Village currently contracts with the Okauchee Lake Fire Department, which is a private fire company, to furnish fire protection, lake rescue, and first responders for approximately one-half of the Village, covering the north and east shore of Oconomowoc Lake. The fire agreement with Okauchee Fire is a year to year contract, running from January 1 to December 31 subject to approval annually by the Village Board.

The Village of Oconomowoc Lake bought into the Summit Fire Department in the 1970's and through a 66.0301 municipal agreement formed the Summit Fire District. This fire district covers a portion of the Town of Summit and the southerly and western one-half of the Village of Oconomowoc Lake. The Village owns approximately 24% of the Fire District assets versus Summit's 76%. The Summit Fire District provides the same services as Okauchee Fire. The Summit Fire District is controlled by a Board of Fire Commissioners made up of representatives of both communities which prepares a yearly budget and presents it to the Village of Oconomowoc Lake and the Town of Summit. After public hearings, the budget is approved by both communities and placed on the tax levy.

Currently the City of Oconomowoc and Town of Summit are entering into a lease agreement to allow the Summit Fire District to occupy a new fire house on the new Oconomowoc Parkway, located on the east side of Hwy. 67. This is being planned as a shared facility by both the City of Oconomowoc fire department and the Summit Fire District. The long range goal will be to merge or consolidate the two fire departments.

The current ISO fire service rating in the Village is seven.

An agreement was negotiated with the City of Oconomowoc Fire Department to provide emergency medical services to the residents of the Village of Oconomowoc Lake by the City Fire Department. The medical services provided by the City of Oconomowoc ambulance are basic EMT services (Emergency Medical Technician). This service is supplemented by City of Delafield paramedics on a per call basis if requested by the Oconomowoc ambulance service. Both fire services provide "First Responder" services for all ambulance calls as part of the fire service agreements and contracts. This ambulance agreement continues as a yearly contract and is paid for on a per call basis.

The Village participates with 17 of the 37 municipalities in the Waukesha County Dispatch Service for police, fire and emergency medical services which service was formed in the early 2000's.

E. Utilities

The Village of Oconomowoc Lake is provided with electrical power by WE Energies; in addition, a portion of the Village is serviced with a municipal electric power utility operated by the City of Oconomowoc. Natural gas service is provided within the Village by WE Energies. The Village of Oconomowoc Lake currently contracts with Veolia Environmental Services for their solid waste and recycling program.

F. Parks and Recreation

The Village of Oconomowoc Lake currently has no parks other than the public boat launch which is located on the Oconomowoc River. It also has a 55-acre Arboretum which contains both a recycling center used for spring and fall recycling and a municipal shooting range used for police training activities and hunter safety classes.

G. Library Services

Village of Oconomowoc Lake residents participate in the Waukesha County Federated Library System which was initiated in early 1980's. As part of this library system residents may use any library in the system, however the main library that Village residents use is in the City of Oconomowoc. The fees for this library service are based upon property valuation.

H. Historic Areas

There are no known historic, architectural, cultural or archaeological sites within the Village per Wisconsin Historical Society surveys and the Waukesha County governmental agencies and units.

8.5 Social and Economic Attributes of the Area

A. Social Customs

Unlike most incorporated municipalities, the Village of Oconomowoc Lake has relatively little commercial development but does have a small business district located at the west end of the Village. Therefore, most residents utilize the City of Oconomowoc for their shopping, medical and spiritual needs. There are limited commercial uses are along State Highway 16 corridor on the north side of the Village. There is a new grocery store in this area available for residents. There is also a used car dealer and carpet/flooring store. Because of recent reconstruction of Highway 16 and the State Highway 67 bypass, there is an opportunity to redevelop those commercial properties.

B. Schools

All of the Village of Oconomowoc Lake is in the Oconomowoc School District. Depending on the address locations, elementary students may attend Summit, Greenland or Meadowview School. Grade seven (7) through grade eight (8) attend Oconomowoc Middle School, and grades nine (9) through grade twelve (12) attend Oconomowoc High School.

C. Housing, Population & Income Statistics

TABLE 1
Population

	Village of Oconomowoc Lake	Waukesha County
Population: 1980	524	280203
Population: 1990	499	304715
Population: 2000	564	360767
Population: 2007 DOA Est.	638	381651
Median Age (2000)	44.5	38.1

Source: Wisconsin Dept. of Administration & 2000 US Census, DP-1 Profile of General Demographic Characteristics

Twenty-seven and 6/10ths percent of the Village is 19 years of age or younger; 55.2% of the population is between 20 and 59, and the remainder of residents are over 60. Family households make up 85.6% of the households with 14.4 percent non-family; 81.7% of the families are composed of a married couple. Of those citizens over the age of 25, at least 94% had obtained a high school diploma or better.

TABLE 2
Area Housing Data

	Village of Oconomowoc Lake	Waukesha County
Total Housing Units	246	140,309
Occupied	208	135,229
Owner Occupied Housing Units	185	103,373
Renter Occupied	23	31,856
Vacant	38	5,080
Median Value	$713,500	$170,400
Median Gross Rent	$1,625	$726

Source: Wisconsin Department of Administration & 2000 US Census, DP-1 Profile of General Demographic Characteristics

Close to 100% of the Town's housing stock is made up of single units, either detached or attached (97.7%). Structures consisting of 2-9 housing units make up about 1.8% of the available housing, with no housing being located in structures of consisting 5-9 units. Twenty-eight and four-tenths percent of the housing stock has been built since 1980, with the remainder being built before 1979. The greatest percentage of housing units was built between 1940 and 1959 (24.1%).

The Village is close to build-out and only expects about 60 new lots over the next 20 years. It has not planned for nor does it expect to have any housing built within the Village for low-income, affordable or adaptive housing.

TABLE 3
Area Income Data

2000	Village of Oconomowoc Lake	Waukesha County
Median Household Income	$ 112,760	$ 62,839
Per Capita Income	$81,593	$ 29,164
Households Below Poverty Level:		
Families	3.3%	1.7%
Families headed by females	-	8.8%
Individuals	3.2%	2.7%

Source: Wisconsin Department of Administration & 2000 US Census, DP-1 Profile of General Demographic Characteristics

8.6 Boundary Adjustment Plan

A. Duration of Planning Period

The planning period shall be indefinite as to land use regarding certain parcels in the Town unless modification is approved by the Town and the Village. See below.

B. Proposed Boundary Changes and Conditions Which Will Trigger Changes

The territory occupied by the STH 16 frontage road, Wisconsin Avenue, located within the Town of Summit, will be transferred from the Town to the Village of Oconomowoc Lake effective immediately upon approval of this Plan by the Department of Administration. This territory can be seen in Map 28 and is described in the legal description found at Map 28-a.

C. Impacts of Development on Land Within the Boundary Adjustment Area

No impacts of a significant nature are expected on the topography, geology, groundwater, air quality, soil types, wetlands and water bodies, and wildlife of the region are envisioned as a result of development occurring in this Plan.

D. Service Provisions

The Village of Oconomowoc Lake shall be responsible for services regarding the STH 16 right of way that is transferred to it. There are no other provisions for municipal services contemplated by this Plan between Summit and the Village.

E. Boundary Adjustment Area Land Use Plan

Two parcels are subject to this Boundary Plan Land Use Plan. Development of these two parcels in the Town of Summit shall be done in strict conformity with the 2001 Town of Summit Land Use Plan unless by express agreement of the Village, which agreement shall not be unreasonably withheld. The parties acknowledge that it is reasonable for the Village to base its decision on what it deems is necessary to protect its reasonable and legitimate land use concerns. Those parcels are the Schwaab Family Limited in Section 1(tax key number SUMT0580999) and the Pabst Farms Land Co. II, LLC (tax key # SUMT0619997002) which is directly south of Village Hall on Pabst Road in Section 11. The exact parcels subject to this restriction can be seen in Map 28. The Town's Land Use Plan for these parcels can be found at Appendix A.

F. Environmental Evaluation

There should not be any impact on the environment as a result of this Cooperative Boundary Plan. The territory to be transferred to the Village of Oconomowoc Lake is already developed road right-of-way and thus, there should be no additional environmental impact. Development of the Schwaab and Pabst Parcels under this Plan will be in compliance with the Town of Summit's Land Use Plan which has contemplated environmental impacts of development in determining the uses, density and open space requirements for this area.

G. Permit and Ordinance Requirements

Within those areas transferred to the Village, the Village's regulations shall control and all permitting will be through the Village. Regarding the 2 parcels that are subject to the Town's Land Use Plan without changes, all permitting and regulation shall remain with the Town.

H. Additional Obligations of the Village and Town

1. The Town of Summit is seeking incorporation which is one reason for entering into this Plan with the Village of Oconomowoc Lake. As part of that effort, Summit has asked for the Village's support. The Village of Oconomowoc Lake has agreed not to object to any efforts on the part of Summit to incorporate under the laws of the State of Wisconsin.

2. The prior Cooperative Boundary Agreement between the Town of Summit and the Village of Oconomowoc Lake completed in September 2000 and approved by the Department of Administration December 22, 2000, remains in full force and effect and is incorporated herein. See Appendix A.

There are no additional obligations imposed on Summit or the Village under this Plan.

9.0 Contractual Nature of Plan

Pursuant to §66.0307(6), Stats., upon approval of this Plan by the Department of Administration, the provisions of this Plan to maintain boundaries, to change boundaries, the

schedule for boundary changes, any plans for delivery of services and schedule for services as well as land use and development plans approved provided for herein are binding on the Parties and have the force and effect of a contract. This provision is applicable to all Parties to this Plan regardless of changes to their municipal status.

9.1 Affirmation of Plan upon Incorporation

Should the Town of Summit successfully incorporate, the elected officials shall adopt a resolution reaffirming the enforceability of this Plan against the newly incorporated entity within 60 days of taking office.

9.2 Severability Clause

The parties acknowledge that the various terms and conditions of this Plan are material and inter-dependent. Therefore, if a court of competent jurisdiction were to declare any or all of the provisions of the Plan void or invalid, and the affected parties were unable after a reasonable time to agree on a reformation of the Plan, this Plan shall be null and void only as it relates to the affected parties without further action on the part of any of the parties.

10.0 Plan Amendment Procedures

Amendments to the Plan shall follow the statutory guidelines.

11.0 Record of Public Participation and Comment

11.1 Public Hearing

Pursuant to § 66.0307, Stats., a joint public hearing was held by the Town of Summit, Town of Delafield, Town of Oconomowoc, Town of Ottawa, Village of Dousman and Village of Oconomowoc Lake on January 29, 2009, to discuss the draft plan. The notices announcing the hearing is found at Exhibit C.

11.2 Public Comments

No written or verbal comments were given at the Public Hearing. A transcript of the hearing from that evening is found at Exhibit D.

Each community kept a log of public comments on the Plan since January 30, 2009. Only one written comment in all the municipalities was received which is addressed below.

11.3 Waukesha County Parks and Land Use Department and Southeastern Wisconsin Regional Planning Commission Comments

Comments by the Waukesha County Park and Land Use Department were received February 17, 2009. As a result of those comments, minor changes were made to this Agreement. Waukesha County's comments are included at Exhibit E.

Comments by the Southeastern Wisconsin Regional Planning Commission comments were received February 5, 2009. No changes were made to the proposed plan as a result of those comments. A copy of SEWRPC's comments are included at Exhibit E.

11.4 Public Comment Consideration

The only written comment on any plan was received by the Town of Summit regarding the Schwaab Family Trust parcel which involves the agreement with the Village of Oconomowoc Lake. That comment can be seen at Exhibit F. As a result of the comment the Town of Summit and the Village of Oconomowoc Lake made a change to their Land Use Plan portion of the agreement at §8.6 (B).

11.5 Compliance with Applicable Laws

In accordance with the requirements of § 66.0307(3)(e), Wis. Stats., this cooperative boundary plan is consistent with all known State and Federal law and administrative rules.

12.0 Submission to Department of Administration

In accordance with Town of Summit Resolution 256-09, Town of Delafield Resolution 09-586, Town of Oconomowoc Resolution #2009-03, Town of Ottawa Resolution 3-09A, Village of Dousman Resolution 06-09 and Village of Oconomowoc Lake Resolution #139, included at Exhibit G, the municipalities hereby ratify and submit this Cooperative Boundary Plan to the Department of Administration - Division of Municipal Boundary Review for review and comment as provided for under §66.0307, Wis. Stats.

[signature pages to follow]

13.0 SIGNATURE PAGES

TOWN OF SUMMIT AND TOWN OF DELAFIELD

TOWN OF SUMMIT

Dated this 28th day of May 2009.

Leonard Susa
Town of Summit Chairperson

Attest: Debra J. Schuler
Debra J. Schuler, Clerk

TOWN OF DELAFIELD

Dated this 26th day of May 2009.

Paul Kanter
Town of Delafield Chairman

Attest: Mary Elsner
Mary Elsner, Clerk

TOWN OF SUMMIT AND TOWN OF OCONOMOWOC

TOWN OF SUMMIT

Dated this 28th day of May 2009.

Leonard Susa
Town of Summit Chairperson

Attest: Debra J. Schuler
Debra J. Schuler, Clerk

TOWN OF OCONOMOWOC

Dated this 13th day of May 2009.

Robert Hultquist
Town of Oconomowoc Chairman

Attest: JoAnn Lesser
JoAnn Lesser, Clerk

TOWN OF SUMMIT AND TOWN OF OTTAWA

TOWN OF SUMMIT

Dated this 28th day of May 2009.

Leonard Susa
Town of Summit Chairperson

Attest: Debra J. Schuler
Debra J. Schuler, Clerk

TOWN OF OTTAWA

Dated this 21st day of May 2009.

Richard Arrowood
Town of Ottawa, Chairman

Attest: Melissa M. Klein
Melissa M Klein, Clerk

TOWN OF SUMMIT AND VILLAGE OF DOUSMAN

TOWN OF SUMMIT

Dated this 28th day of May 2009.

Leonard Susa
Town of Summit Chairperson

Attest: Debra J. Schuler
Debra J. Schuler, Clerk

VILLAGE OF DOUSMAN

Dated this 19th day of May 2009.

Jack Nissen,
Village of Dousman President

Attest: Penny Nissen
Penny Nissen, Clerk

TOWN OF SUMMIT AND VILLAGE OF OCONOMOWOC LAKE

TOWN OF SUMMIT

Dated this 28th day of May 2009.

Leonard Susa
Town of Summit Chairperson

Attest: Debra J. Schuler
Debra J. Schuler, Clerk

VILLAGE OF OCONOMOWOC LAKE

Dated this 18th day of May, 2009.

Richard J. Kneiser
Village of Oconomowoc Lake President

Attest: Cindy J. Schlieve
Cindy J. Schlieve, Clerk

EXHIBIT LIST

A. Initial Authorizing Resolutions
B. Attest as to Resolution Distribution
C. Notice of Public Hearing
D. Transcript of Public Hearing
E. Comments from Waukesha County Parks and Land Use Department and Southeast Wisconsin Regional Planning Commission
F. Written Comments from Public Regarding Plan: Schwaab Family
G. Resolutions Authorizing Submission to Department of Administration

STATE OF WISCONSIN TOWN OF DELAFIELD WAUKESHA COUNTY

RESOLUTION # 08-581

Authorizing Preparation of Cooperative Plan with the Town of Summit

In the interest of promoting the public health, safety and welfare through harmonious development, in accordance with sec. 66. 0307, Wisconsin Statutes, the Town Board of the Town of Delafield, Wisconsin, does RESOLVE as follows:

1. The Town is authorized to participate in the preparation of cooperative plans with the Town of Summit;

2. The Town Boundary Committee is directed to work with representatives of each municipality to prepare a cooperative plan for consideration by the Town Board and the Town of Summit Town Board;

3. The Town Clerk is directed to give written notice (or joint notice with the Town of Summit) of the adoption of this resolution within 5 days of adoption to the following entities:

A. Department of Administration
Department of Transportation
Department of Agriculture, Trade and Consumer Protection
Department of Natural Resources;

B. The 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 either the Town of Summit or Town of Delafield;

C. The Waukesha County Clerk;

D. The Waukesha County zoning agency created under §59.63(2), Wis. Stats., or the Southeastern Wisconsin Regional Planning Commission.

Passed and approved this 4th day of March, 2008.

Paul L. Kanter, Chairman

Attest: Mary Elsner
Mary Elsner, CMC, WCMC
Town Clerk

STATE OF WISCONSIN TOWN OF OCONOMOWOC WAUKESHA COUNTY

RESOLUTION # 08-03-02

Authorizing the Preparation of Cooperative Boundary Plan with the Town of Summit, Town of Delafield, Town of Ottawa, Village of Oconomowoc Lake and Village of Dousman

In the interest of promoting the public health, safety and welfare through harmonious development, in accordance with Section 66.0301, Wisconsin Statutes, the Town Board of the Town of Oconomowoc, Wisconsin, does RESOLVE as follows:

1. The Town is authorized to participate in the preparation of cooperative plans with the Town of Summit, Town of Delafield, Town of Ottawa, Village of Dousman and Village of Oconomowoc Lake;

2. Town Representatives are directed to work with representatives of each municipality to prepare a cooperative boundary plan for consideration by the Town Board and governing bodies;

3. The Town Clerk is directed to give written notice (or joint written notice) of the adoption of this resolution within 5 days of adoption to the following entities:

A. Department of Administration
Department of Transportation
Department of Agriculture, Trade and Consumer Protection
Department of Natural Resources

B. The Clerks of any municipality, school district, technical college, utility district, sewerage district or sanitary district which has any part of its territory within five miles of either the Town of Oconomowoc, Town of Summit, Town of Delafield, Town of Ottawa, Village of Oconomowoc Lake or Village of Dousman;

C. The Waukesha County Clerk;

D. The Waukesha County zoning agency created under Section 59.63(2), Wisconsin Statutes, or the Southeastern Wisconsin Regional Planning Commission.

Passed and Adopted this 3rd day of March, 2008.

Town Chairman

Attest: Town Clerk

TOWN OF OCONOMOWOC SEAL WAUKESHA COUNTY

STATE OF WISCONSIN TOWN OF OTTAWA WAUKESHA COUNTY

RESOLUTION # 3-08

Authorizing Preparation of Cooperative Plan with the Town of Summit

In the interest of promoting the public health, safety and welfare through harmonious development, in accordance with sec. 66. 0307, Wisconsin Statutes, the Town Board of the Town of Ottawa, Wisconsin, does RESOLVE as follows:

1. The Town is authorized to participate in the preparation of cooperative plans with the Town of Summit;

2. The Town Boundary Committee is directed to work with representatives of each municipality to prepare a cooperative plan for consideration by the Town Board and the Town of Summit Town Board;

3. The Town Clerk is directed to give written notice (or joint notice with the Town of Summit) of the adoption of this resolution within 5 days of adoption to the following entities:

A. Department of Administration
Department of Transportation
Department of Agriculture, Trade and Consumer Protection
Department of Natural Resources;

B. The 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 either the Town of Summit or Town of Ottawa;

C. The Waukesha County Clerk;

D. The Waukesha County zoning agency created under §59.63(2), Wis. Stats., or the Southeastern Wisconsin Regional Planning Commission.

Passed and approved this 3rd day of ~~February~~ March 2008.

Richard Arrowood

Richard Arrowood, Chairman

Attest: Melissa Klein

Melissa Klein, Clerk

STATE OF WISCONSIN **VILLAGE OF DOUSMAN** **WAUKESHA COUNTY**

RESOLUTION # 07-08

Authorizing Preparation of Cooperative Plan with the Town of Summit

In the interest of promoting the public health, safety and welfare through harmonious development, in accordance with sec. 66. 0307, Wisconsin Statutes, the Village Board of the Village of Dousman, Wisconsin, does RESOLVE as follows:

1. The Village is authorized to participate in the preparation of cooperative plans with the Town of Summit;

2. The Village Clerk is directed to give written notice (or joint notice with the Town of Summit) of the adoption of this resolution within 5 days of adoption to the following entities:

A. Department of Administration
Department of Transportation
Department of Agriculture, Trade and Consumer Protection
Department of Natural Resources;

B. The 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 either the Town of Summit or Village of Dousman;

C. The Waukesha County Clerk;

D. The Waukesha County Department of Parks and Land Use (the zoning agency created under §59.63(2), Wis. Stats.), or the Southeastern Wisconsin Regional Planning Commission.

Passed and approved this 5th day of ~~February~~ March 2008.

Jack Nissen, President

Attest: Penny Nissen
Penny Nissen, Clerk

STATE OF WISCONSIN WAUKESHA COUNTY
VILLAGE OF OCONOMOWOC LAKE

RESOLUTION # 136

Authorizing Preparation of Cooperative Plan with the Town of Summit

In the interest of promoting the public health, safety and welfare through harmonious development, in accordance with sec. 66. 0307, Wisconsin Statutes, the Village Board of the Village of Oconomowoc Lake, Wisconsin, does RESOLVE as follows:

1. The Village is authorized to participate in the preparation of cooperative plans with the Town of Summit;

2. The Village representatives are directed to work with representatives of each municipality to prepare a cooperative plan for consideration by the Village Board and the Town of Summit Town Board;

3. The Village Clerk is directed to give written notice (or joint notice with the Town of Summit) of the adoption of this resolution within 5 days of adoption to the following entities:

A. Department of Administration Department of Transportation
Department of Agriculture, Trade and Consumer Protection
Department of Natural Resources;

B. The 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 either the Town of Summit or Village of Oconomowoc Lake;

C. The Waukesha County Clerk;

D. The Waukesha County zoning agency created under §59.63(2), Wis. Stats., or the Southeastern Wisconsin Regional Planning Commission.

Passed and approved this 3rd day of March 2008.

Richard J. Kneiser, President

Attest: Cindy J. Schlieve
Cindy J. Schlieve, Clerk

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STATE OF WISCONSIN TOWN OF SUMMIT WAUKESHA COUNTY

RESOLUTION # 245-08

Authorizing the Preparation of Cooperative Boundary Plan with the Town of Oconomowoc, Town of Delafield, Town of Ottawa, Village of Oconomowoc Lake and Village of Dousman

In the interest of promoting the public health, safety and welfare through harmonious development, in accordance with Section 66.0301, Wisconsin Statutes, the Town Board of the Town of Summit, Wisconsin, does RESOLVE as follows:

1. The Town is authorized to participate in the preparation of cooperative plans with the Town of Oconomowoc, Town of Delafield, Town of Ottawa, Village of Dousman and Village of Oconomowoc Lake;

2. Town Representatives are directed to work with representatives of each municipality to prepare a cooperative boundary plan for consideration by the Town Board and governing bodies;

3. The Town Clerk is directed to give written notice (or joint written notice) of the adoption of this resolution within 5 days of adoption to the following entities:

A. Department of Administration
Department of Transportation
Department of Agriculture, Trade and Consumer Protection
Department of Natural Resources

B. The Clerks of any municipality, school district, technical college, utility district, sewerage district or sanitary district which has any part of its territory within five miles of either the Town of Oconomowoc, Town of Summit, Town of Delafield, Town of Ottawa, Village of Oconomowoc Lake or Village of Dousman;

C. The Waukesha County Clerk;

D. The Waukesha County zoning agency created under Section 59.63(2), Wisconsin Statutes, or the Southeastern Wisconsin Regional Planning Commission.

Passed and Adopted this 6th day of March, 2008.

Leonard J. Susa, Town Chairman

Attest: Debra J. Schueler, Town Clerk

March 7, 2008

via US Mail, certified, return receipt requested

Re: Cooperative Boundary Agreement between the Town of Summit and the Towns of Delafield, Ottawa and Oconomowoc, and the Villages of Dousman and Oconomowoc Lake

Dear Madame or Sir Clerk:

You are hereby notified that the Town of Summit, (Waukesha County), intends to enter into Cooperative Boundary Agreements with the Towns of Delafield, Ottawa and Oconomowoc, and the Villages of Dousman and Oconomowoc Lake. Enclosed with this letter is a copy of the Resolution of Intent for each participating municipality.

This notice is provided as required under the provisions of §66.0307(4)(2), Stats.

Sincerely,

Debra J. Schueler

Debra J. Schueler, Clerk
Town of Summit

2911 N. Dousman Rd. • Oconomowoc, WI 53066 • Phone: 262-567-2757 • Fax: 262-567-4115
www.summittown.org • E-mail: summit@summittown.org

STATE OF WISCONSIN TOWN OF SUMMIT WAUKESHA COUNTY

RESOLUTION # 245-08

Authorizing the Preparation of Cooperative Boundary Plan with the Town of Oconomowoc, Town of Delafield, Town of Ottawa, Village of Oconomowoc Lake and Village of Dousman

In the interest of promoting the public health, safety and welfare through harmonious development, in accordance with Section 66.0301, Wisconsin Statutes, the Town Board of the Town of Summit, Wisconsin, does RESOLVE as follows:

1. The Town is authorized to participate in the preparation of cooperative plans with the Town of Oconomowoc, Town of Delafield, Town of Ottawa, Village of Dousman and Village of Oconomowoc Lake;

2. Town Representatives are directed to work with representatives of each municipality to prepare a cooperative boundary plan for consideration by the Town Board and governing bodies;

3. The Town Clerk is directed to give written notice (or joint written notice) of the adoption of this resolution within 5 days of adoption to the following entities:

A. Department of Administration
Department of Transportation
Department of Agriculture, Trade and Consumer Protection
Department of Natural Resources

B. The Clerks of any municipality, school district, technical college, utility district, sewerage district or sanitary district which has any part of its territory within five miles of either the Town of Oconomowoc, Town of Summit, Town of Delafield, Town of Ottawa, Village of Oconomowoc Lake or Village of Dousman;

C. The Waukesha County Clerk;

D. The Waukesha County zoning agency created under Section 59.63(2), Wisconsin Statutes, or the Southeastern Wisconsin Regional Planning Commission.

Passed and Adopted this 6th day of March, 2008.

Leonard J. Susa, Town Chairman

Attest: Debra J. Schueler, Town Clerk

STATE OF WISCONSIN TOWN OF OCONOMOWOC WAUKESHA COUNTY

RESOLUTION # 08-03-02

Authorizing the Preparation of Cooperative Boundary Plan with the Town of Summit, Town of Delafield, Town of Ottawa, Village of Oconomowoc Lake and Village of Dousman

In the interest of promoting the public health, safety and welfare through harmonious development, in accordance with Section 66.0301, Wisconsin Statutes, the Town Board of the Town of Oconomowoc, Wisconsin, does RESOLVE as follows:

1. The Town is authorized to participate in the preparation of cooperative plans with the Town of Summit, Town of Delafield, Town of Ottawa, Village of Dousman and Village of Oconomowoc Lake;

2. Town Representatives are directed to work with representatives of each municipality to prepare a cooperative boundary plan for consideration by the Town Board and governing bodies;

3. The Town Clerk is directed to give written notice (or joint written notice) of the adoption of this resolution within 5 days of adoption to the following entities:

A. Department of Administration
Department of Transportation
Department of Agriculture, Trade and Consumer Protection
Department of Natural Resources

B. The Clerks of any municipality, school district, technical college, utility district, sewerage district or sanitary district which has any part of its territory within five miles of either the Town of Oconomowoc, Town of Summit, Town of Delafield, Town of Ottawa, Village of Oconomowoc Lake or Village of Dousman;

C. The Waukesha County Clerk;

D. The Waukesha County zoning agency created under Section 59.63(2), Wisconsin Statutes, or the Southeastern Wisconsin Regional Planning Commission.

Passed and Adopted this 3rd day of March, 2008.

Town Chairman

Attest: Town Clerk

TOWN OF OCONOMOWOC SEAL WAUKESHA COUNTY

STATE OF WISCONSIN TOWN OF DELAFIELD WAUKESHA COUNTY

RESOLUTION # 08-581

Authorizing Preparation of Cooperative Plan with the Town of Summit

In the interest of promoting the public health, safety and welfare through harmonious development, in accordance with sec. 66. 0307, Wisconsin Statutes, the Town Board of the Town of Delafield, Wisconsin, does RESOLVE as follows:

1. The Town is authorized to participate in the preparation of cooperative plans with the Town of Summit;

2. The Town Boundary Committee is directed to work with representatives of each municipality to prepare a cooperative plan for consideration by the Town Board and the Town of Summit Town Board;

3. The Town Clerk is directed to give written notice (or joint notice with the Town of Summit) of the adoption of this resolution within 5 days of adoption to the following entities:

A. Department of Administration
Department of Transportation
Department of Agriculture, Trade and Consumer Protection
Department of Natural Resources;

B. The 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 either the Town of Summit or Town of Delafield;

C. The Waukesha County Clerk;

D. The Waukesha County zoning agency created under §59.63(2), Wis. Stats., or the Southeastern Wisconsin Regional Planning Commission.

Passed and approved this 4th day of March, 2008.

Paul L. Kanter, Chairman

Attest: Mary Elsner
Mary Elsner, CMC, WCMC
Town Clerk

STATE OF WISCONSIN TOWN OF OTTAWA WAUKESHA COUNTY

RESOLUTION # 3-08

Authorizing Preparation of Cooperative Plan with the Town of Summit

In the interest of promoting the public health, safety and welfare through harmonious development, in accordance with sec. 66. 0307, Wisconsin Statutes, the Town Board of the Town of Ottawa, Wisconsin, does RESOLVE as follows:

1. The Town is authorized to participate in the preparation of cooperative plans with the Town of Summit;

2. The Town Boundary Committee is directed to work with representatives of each municipality to prepare a cooperative plan for consideration by the Town Board and the Town of Summit Town Board;

3. The Town Clerk is directed to give written notice (or joint notice with the Town of Summit) of the adoption of this resolution within 5 days of adoption to the following entities:

A. Department of Administration
Department of Transportation
Department of Agriculture, Trade and Consumer Protection
Department of Natural Resources;

B. The 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 either the Town of Summit or Town of Ottawa;

C. The Waukesha County Clerk;

D. The Waukesha County zoning agency created under §59.63(2), Wis. Stats., or the Southeastern Wisconsin Regional Planning Commission.

Passed and approved this 3rd day of ~~February~~ March 2008.

Richard Arrowood

Richard Arrowood, Chairman

Attest: Melissa Klein

Melissa Klein, Clerk

STATE OF WISCONSIN WAUKESHA COUNTY
VILLAGE OF OCONOMOWOC LAKE

RESOLUTION # 136

Authorizing Preparation of Cooperative Plan with the Town of Summit

In the interest of promoting the public health, safety and welfare through harmonious development, in accordance with sec. 66. 0307, Wisconsin Statutes, the Village Board of the Village of Oconomowoc Lake, Wisconsin, does RESOLVE as follows:

1. The Village is authorized to participate in the preparation of cooperative plans with the Town of Summit;

2. The Village representatives are directed to work with representatives of each municipality to prepare a cooperative plan for consideration by the Village Board and the Town of Summit Town Board;

3. The Village Clerk is directed to give written notice (or joint notice with the Town of Summit) of the adoption of this resolution within 5 days of adoption to the following entities:

A. Department of Administration Department of Transportation
Department of Agriculture, Trade and Consumer Protection
Department of Natural Resources;

B. The 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 either the Town of Summit or Village of Oconomowoc Lake;

C. The Waukesha County Clerk;

D. The Waukesha County zoning agency created under §59.63(2), Wis. Stats., or the Southeastern Wisconsin Regional Planning Commission.

Passed and approved this 3rd day of March 2008.

Richard J. Kneiser, President

Attest: Cindy J. Schlieve
Cindy J. Schlieve, Clerk

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STATE OF WISCONSIN **VILLAGE OF DOUSMAN** **WAUKESHA COUNTY**

RESOLUTION # 07-08

Authorizing Preparation of Cooperative Plan with the Town of Summit

In the interest of promoting the public health, safety and welfare through harmonious development, in accordance with sec. 66. 0307, Wisconsin Statutes, the Village Board of the Village of Dousman, Wisconsin, does RESOLVE as follows:

1. The Village is authorized to participate in the preparation of cooperative plans with the Town of Summit;

2. The Village Clerk is directed to give written notice (or joint notice with the Town of Summit) of the adoption of this resolution within 5 days of adoption to the following entities:

A. Department of Administration
Department of Transportation
Department of Agriculture, Trade and Consumer Protection
Department of Natural Resources;

B. The 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 either the Town of Summit or Village of Dousman;

C. The Waukesha County Clerk;

D. The Waukesha County Department of Parks and Land Use (the zoning agency created under §59.63(2), Wis. Stats.), or the Southeastern Wisconsin Regional Planning Commission.

Passed and approved this 5th day of ~~February~~ March 2008.

Jack Nissen, President

Attest: Penny Nissen
Penny Nissen, Clerk

NOTICE OF JOINT PUBLIC HEARING REGARDING
BOUNDARY CHANGE PURSUANT TO
COOPERATIVE PLAN BETWEEN THE
TOWN OF SUMMIT AND THE TOWNS OF DELAFIELD, OCONOMOWOC AND
OTTAWA AND THE VILLAGES OF DOUSMAN AND OCONOMOWOC LAKE

PLEASE TAKE NOTICE that a public hearing shall be held on January 29, 2009, at 6:30 p.m. at the Town of Summit Town Hall, located at 2911 N. Dousman Road, Oconomowoc, WI regarding the proposed Cooperative Plan developed between the Town of Summit and its neighbors, the Towns of Delafield, Oconomowoc, and Ottawa and the Villages of Dousman and Oconomowoc Lake under the provisions of §66.0307, Wisconsin Statutes. Any person may comment on the Cooperative Plan during the hearing and may submit written comments before, at, or within 20 days following the hearing. All comments shall be considered by all the parties involved.

This notice is provided as required under §66.0307(4)(b), Wis. Stats.

Dated this 24th day of December 2008.

Signed: /s/ Debra J. Schueler
Debra J. Schueler, Town of Summit Clerk

Signed: /s/ Mary Elsner
Mary Elsner, Town of Delafield Clerk

Signed: /s/ Terry Leaman
Terry Leaman, Town of Oconomowoc Clerk

Signed: /s/ Melissa M. Klein
Melissa M. Klein, Town of Ottawa Clerk

Signed: /s/ Penny Nissen
Penny Nissen, Village of Dousman Clerk

Signed: /s/ Cindy J. Schlieve
Cindy J. Schlieve, Village of Oconomowoc Lake Clerk

Oconomowoc Enterprise,
Kettle Moraine Index,
Lake Country Reporter,
Oconomowoc Focus
Publish dates (1/8, 1/15, 1/22 Class 3 notice)

1
2
3 TRANSCRIPT OF PROCEEDINGS
4
5 JOINT PUBLIC HEARING ON PROPOSED COOPERATIVE PLAN
6 BETWEEN THE TOWN OF SUMMIT
7 AND THE
8 TOWNS OF DELAFIELD, OCONOMOWOC AND OTTAWA
9 AND THE
10 VILLAGES OF DOUSMAN AND OCONOMOWOC LAKE
11
12
13 THURSDAY, JANUARY 29, 2009
14 6:39 P.M.
15
16 at the
17
18 SUMMIT TOWN HALL
19 2911 NORTH DOUSMAN ROAD
20 OCONOMOWOC, WISCONSIN
21
22
23
24
25

1 APPEARANCES BY MUNICIPALITY

2 TOWN OF SUMMIT:

3 Leonard Susa, Chairman
Elaine Kraut, Supervisor
4 Kraig Arenz, Supervisor
Jack Riley, Supervisor
5 Henry Elling, Manager
Debra Schueler, Clerk
6 Stan Riffle, Town Attorney

7 TOWN OF DELAFIELD:

8 Paul Kanter, Chairman
Larry Krause, Supervisor
9
TOWN OF OCONOMOWOC:
10
Jeff Herrmann, Administrator/Planner
11
TOWN OF OTTAWA:
12
Richard Arrowood, Chairman
13 Gary Goodchild, Supervisor
Mackay Riemenschneider, Supervisor
14 Colin Butler, Plan Commission
Guy Ott, Plan Commission
15
VILLAGE OF DOUSMAN:
16
Jack Nissen, President
17 Harold Dessart, Trustee
Shawn McKnight, Trustee
18 Cindy Queen

19 VILLAGE OF OCONOMOWOC LAKE:

20 No appearances

21

22

23

24

25

1 CHAIRMAN SUSA: Okay. It's -- The special
2 board meeting was scheduled for 6:30 and we gave --
3 we waited a little bit. I appreciate your patience.
4 But I want to call it to order. We have -- As you
5 can see, we have many wonderful guests here tonight.
6 We've got board members from Ottawa, we've got --
7 and I'm going to just introduce the chairman, and
8 then I'm going to have the chairman introduce his
9 board members. So Dick Arrowood is the chairman of
10 Ottawa.
11 CHAIRMAN ARROWOOD: Matt Riemenschneider, town
12 supervisor; Gary Goodchild, town supervisor; Colin
13 Butler, planning commission member and also part of
14 the committee that studied the border agreement.
15 CHAIRMAN SUSA: Thank you. One of the things
16 I -- It must be a town chairman thing, but when you
17 first come to a meeting and if it's an official
18 meeting, first thing you do is you get the gavel.
19 And I had a gavel, but it drifted.
20 CHAIRMAN ARROWOOD: Well, Ottawa thought we
21 could get it.
22 CHAIRMAN SUSA: I guess that is truly community
23 relations and cooperation between the communities.
24 Thanks. Next I'm going to reach over to this side
25 as Jack Nissen is the village president of Dousman.

PRESIDENT NISSEN: Good evening. Down here on the end we have Cindy Queen; to my immediate right we have Shawn McKnight; to my left Harold Dessart.

CHAIRMAN SUSA: And the Town of Oconomowoc is not -- other than the town planner/administrator is here; he's out in the audience. Could you introduce yourself?

MR. HERRMANN: Jeff Herrmann from the town.

CHAIRMAN SUSA: Village of Oconomowoc Lake, I didn't see anyone here.

MR. RIFFLE: I've been advised, Mr. Chair, that they're so satisfied with the entire agreement, and they trust in the good judgment of the collective wisdom that is here, that they are not going to be present here tonight.

CHAIRMAN SUSA: Boy. I don't even know how to take that. That makes me feel good. Thank you. We also have got a representative from the Town of Delafield. The Delafield town chairman couldn't make it, but we have got Larry Krause from the -- he's a supervisor from the Town of Delafield. So I have to take care of Town of Summit business and ask our clerk was the meeting tonight posted?

THE CLERK: Yes, the meeting was properly noticed and posted.

1 CHAIRMAN SUSA: Okay. In that case, I would
2 like you all to stand up and join me in the Pledge
3 of Allegiance.
4 (Pledge of Allegiance recited.)
5 CHAIRMAN SUSA: I said this in such a big hurry
6 to get this meeting under way, the -- the host of
7 the party, I didn't introduce them, the supervisors
8 from the Town of Summit. We've got Pat Clifford,
9 Jack Riley, I'm the town chairman, Elaine Kraut, and
10 Kraig Arenz is -- is not here tonight.
11 So without further ado, this is about as much
12 work as I have to do. I'm going to turn it over to
13 Stan Riffle, our -- the attorney that's been working
14 on this border agreement. This is a monumental
15 agreement. You notice there's five communities, and
16 we are all going to reach an agreement with the Town
17 of Summit. I think it's fantastic putting this
18 thing together. So Stan.
19 MR. RIFFLE: Thank you, Mr. Chair; thank you,
20 Mr. President; thank you, Mr. Chair; thank you,
21 Mr. Supervisor. It's my pleasure to say hello to
22 all of you. This is kind of a unique and
23 interesting meeting in that this is a chance for the
24 folks here to talk and not hear any politicians

25 talk, so that's a little bit out of the ordinary.

1 What's interesting is that we have more politicians
2 here than we have individuals.
3 But the purpose of this hearing is to follow
4 the procedures that are necessary to reach a
5 Cooperative Boundary Plan, in this case five
6 Cooperative Boundary Plans under the statutes, and
7 specifically Section 66.0307.
8 You just heard Mr. Susa state that this is a
9 monumental agreement, and it indeed is because I
10 don't know of any other inter-municipal agreement of
11 this nature, Cooperative Boundary Plan under the
12 statutes, and this statute's been around for about
13 twelve, fifteen years now, where you have this many
14 communities involved in reaching one big agreement.
15 I have been involved in many, many, many of these.
16 I was recently involved in one in Dane County that I
17 thought was the biggest; involved four communities
18 at the same time. But this is beyond that. And you
19 have to compliment the folks that are sitting up
20 here.
21 There's been a lot of talk and in some respects
22 action across the state dealing with municipalities
23 getting together and working together and making
24 something work. And the agreement that we're going

25 to talk about tonight absolutely does that. It has

1 a lot of components to it where folks are giving and
2 taking, respecting one another, recognizing the
3 needs of other municipalities, and really working in
4 a cooperative fashion to think regionally and not
5 locally. And I applaud each and every one of these
6 individuals and the folks that aren't here in terms
7 of making this work because it -- it was a
8 monumental task.
9 Think about it. Trying to get one government
10 entity to do something is sometimes a very difficult
11 task, especially when it's as -- as big an issue as
12 we have here, but again Town of Oconomowoc, Village
13 of Oconomowoc Lake, Town of Delafield, Village of
14 Dousman, Town of Ottawa, Town of Summit, six
15 municipalities, to get on the same page on an issue,
16 especially when you've got out in the background the
17 City of Oconomowoc lurking around, is -- it's
18 just -- it's just a huge deal.
19 So what we're going to do tonight is I'm going
20 to walk you through the process. I'm going to walk
21 you through the main components of the agreements as
22 it relates to the individual entities, and then
23 there's going to be an opportunity to have you come

24 up to the microphone, and if you want to do this,
25 you sign a slip back there and give it to Mr. Elling

1 who is the -- the Town of Summit administrative
2 clerk, treasurer, everything.
3 MR. ELLING: Not clerk.
4 MR. RIFFLE: Yeah, he doesn't want to do that.
5 And then you will come up here, you'll introduce
6 yourself, and you'll make any comments that you will
7 want these folks to hear. And then we will
8 certainly be available to answer any questions that
9 you might have, and then we'll close the public
10 hearing.
11 So first the process. The way that this thing
12 works, and I'll go through it pretty quickly because
13 I don't want to bore you with statutory minutia, but
14 first, each of these municipalities had to adopt an
15 initiating resolution, and that starts the process.
16 After that is done, it's distributed to all kinds of
17 communities everywhere around; to the Department of
18 Natural Resources; to the county; to the school
19 districts, and they have a chance to know that this
20 is going on.
21 Then there is a plan that's prepared. The plan
22 in this particular case was prepared more with the
23 representatives of the communities than it was with

24 the lawyers, which is unusual, but in this case it
25 was necessary because my firm represents most of the

1 folks up here and so we, you know, we let these
2 guys, you know, work amongst themselves. And
3 frankly, they did a fantastic job. They might have
4 done better than we could have done if we were
5 helping them. So I think it saved the taxpayers a
6 good chunk of money, and they actually got down to
7 brass tax.
8 So what came out of that was a -- a draft plan
9 that's been available for your review for about
10 three weeks now, four weeks now, since we had to
11 have a Class 3 notice, three insertions in the
12 newspaper to give you notice here tonight. I see
13 you all got the notice. So this is the draft plan
14 as it sits right now.
15 In addition to this, there are like two banker
16 boxes full of exhibits that are referenced. Because
17 what the statute does is it really requires you to
18 do a lot of the things that you need to do if you're
19 putting together a comprehensive plan. It's -- It's
20 very much a planning process. The statute makes you
21 look at a lot of different things like what are the
22 endangered species in the area; how it's going to

23 affect low income housing; you name it; geology;
24 soils; water bodies; municipal services. And so
25 it's a very comprehensive look so that the state

1 agency that looks at this knows that you did your
2 homework, knows that you actually thought about this
3 and know what you're doing, and that you really
4 want -- want to go through with this. And so all
5 that homework's been done; it's here; it's available
6 for you to look at.
7 And so from here we take your comments, and
8 each municipality goes back and considers those
9 comments, and if the comments are something that
10 they feel should result in a change to the plan as
11 it exists right now, they'll take that into account
12 over the next 60 days, because this plan cannot be
13 submitted to the state for a period of 60 days,
14 and -- and they'll take that into account and try to
15 negotiate changes if changes are indeed warranted.
16 In addition to that, after tonight, this plan
17 is sent to the county, and this plan is sent to the
18 Southeastern Wisconsin Regional Planning Commission,
19 which is required under the statutes to review it
20 and provide comments. And that must be done in a
21 very short period of time, 20 days. And we will get
22 those comments, and the same thing, they'll go to

23 all the municipalities, and all the municipalities
24 will take that into consideration; and if changes
25 are warranted on the basis of those comments, then

1 they will be made, agreed upon, and then the
2 agreement will be finalized.
3 Once we have all those comments, once all that
4 discussion has occurred, and within the next 60
5 days, each municipality must consider adopting a
6 resolution finalizing their approval of the final
7 agreement, and at that point in time, no earlier
8 than 60 days from now, the agreement can be sent up
9 to the Department of Administration for
10 consideration, and either they can approve it; they
11 can approve it with conditions; they can send it
12 back; they can reject it.
13 So that's sort of the process that we -- that
14 we undertake and so your comments are very important
15 to everybody here tonight. So let me -- Any
16 questions so far? Okay.
17 Let me walk you through the primary aspects of
18 this agreement as it relates to each municipality.
19 And so I brought some slides along here. Let's
20 start in alphabetical order.
21 Town of Delafield. What this agreement -- And

22 let me back up just a second, and -- because the
23 attitude of the Town of Summit is kind of the same
24 as the attitude of every town I've represented that
25 is seeking to incorporate. And really in the

1 background here is -- and everybody knows about it,
2 everybody in the state knows about it as Mr. Susa
3 and I were talking about, there's no secret about
4 the fact that the Town of Summit is interested in
5 becoming an incorporated municipality, a village.
6 And there's basic changes to the way
7 inter-municipal -- inter-municipal relations work if
8 they were to become a village such as the ability to
9 annex lands in towns that are adjacent to a village,
10 certain rights that villages have over certain areas
11 of towns that are located close to a village. They
12 have the right to get involved in certain zoning
13 decisions. They have a right to get involved in
14 certain land division decisions.
15 And most of the towns, frankly every single
16 town that I've represented that is seeking
17 incorporation, has recognized the autonomy of the
18 towns around them. And so they are willing to talk
19 to those towns about, look, we understand all your
20 concerns. If, in fact, we become incorporated, it
21 is our intent to recognize your territory and not,

22 you know, get involved in your business at all. And
23 that's exactly what this particular proposal will
24 do.
25 So the proposal that we have in this boundary

1 agreement as it relates to the Town of Delafield is
2 current boundary remains the same between Summit and
3 Delafield forever. This is a forever document. The
4 boundary provisions in this agreement are to lock in
5 the boundaries of the Town of Summit and its
6 neighbors forever.
7 Second, if Summit becomes incorporated, it will
8 not exercise extraterritorial zoning or
9 extraterritorial plat jurisdiction within the Town
10 of Delafield. Delafield will be able to make its
11 decisions as it relates to how its land develops
12 without any interference of the Town of Summit --
13 Village of Summit. Excuse me. If Summit becomes
14 incorporated, it will not annex portions of the Town
15 of Delafield without the town's written approval.
16 This is important because there may be
17 situations where it makes sense on a reasonable
18 basis for lands to be annexed from the Town of
19 Delafield to the Village of Summit. And so there's
20 an option there for property owners to actually go

21 to Summit if they want to and if it makes sense in
22 both the eyes of the Village of Summit and the Town
23 of Delafield.
24 So it's pretty simple. Everything stays the
25 same as it is right now if the Town of Summit

1 becomes incorporated, and vice versa. If the -- if
2 the Town of Delafield becomes incorporated and the
3 Town of Summit doesn't, that locks the borders as
4 well. So it's a two-way street there. Don't know
5 if you thought about that there.
6 MR. KRAUSE: Yes, we certainly have.
7 MR. RIFFLE: Okay. Next up on the alphabetical
8 list, Town of Oconomowoc. Little bit -- It's
9 exactly the same situation as the Town of Delafield;
10 lock the borders; no interference by the new Village
11 of Summit with regard to annexations; no
12 interference with zoning or land division; Town of
13 Oconomowoc gets to do whatever they want to do
14 without any interference of a new Village of Summit.
15 The difference is that there is an area that
16 everybody recognizes right now makes sense to do
17 something with. And I'm going to put this map up
18 here -- if I can find the right map. Here it is --
19 to show you what I'm talking about. It's called
20 Jaeckles Drive here. There is an area -- and here

21 you can see that purple is the Village of Oconomowoc
22 Lake here, down here is the City of Oconomowoc, and
23 the white is the Town of Summit. See that?
24 Up here in the way northeast corner of the Town
25 of Summit is a little triangle of area. Everybody

1 can see that. We call that the Jaeckles Drive area.
2 I don't know, is there a name for that subdivision?
3 Is it Jaeckles Subdivision? Jaeckles Subdivision.
4 I don't recall, 21 lots, something along those
5 lines. It makes absolutely no sense for the town
6 plows to go all the way through Oconomowoc Lake or
7 around Oconomowoc Lake to get to that area to plow.
8 Also, eventually that area is going to need to
9 have sewer service and so it doesn't make any sense
10 for this area here to remain in the Town of Summit.
11 It's no -- and of course, things get cut up and this
12 is here because of other annexations and stuff that
13 happened a long time ago. So the collective wisdom
14 of everybody is, you know what? Let's get that to a
15 logical place. They're in a town right now;
16 Oconomowoc is right here. And so the idea under
17 this agreement is once everything works out, that
18 this area here goes to the Town of Oconomowoc.
19 So the Town of Oconomowoc agreement with the

20 Town of Summit is identical to the stuff that we
21 were talking about as it relates to the Town of
22 Delafield with the exception that that area there
23 should go to the -- to the Town of Oconomowoc.
24 Who's up next? Next we have Ottawa. Ottawa is
25 the same as Delafield in that boundaries are locked.

1 Summit won't poke into Ottawa's business as it
2 relates to annexations, it won't poke in its
3 businesses as to how it develops. And right now
4 Summit and Ottawa are involved in some joint
5 agreements primarily relating to fire services as I
6 understand it, and this agreement furthers that, and
7 it memorializes the fact that Summit and Ottawa will
8 explore the joint provision of municipal services
9 throughout a shared services committee. They're
10 going to form a committee, three and three, that
11 will allow the two municipalities to discuss the
12 feasibility and process for providing joint
13 services.
14 So as a proactive way under this agreement that
15 they will get together and they will, you know, have
16 a collective discussion that is memorialized in an
17 agreement that will basically make it an ongoing
18 requirement to -- to meet on a routine basis, always
19 to be mindful of -- of joint services. So that's

20 the Ottawa aspect of this.

21 Next, Dousman. Dousman is the most

22 comprehensive aspect of this agreement. There have

23 been a lot of discussions between Summit and

24 Dousman. And it's -- there are reasons why this is

25 the most comprehensive aspect of the agreement. Any

1 time you're dealing with an area that is urbanizing

2 rapidly or has the economic prospects of urbanizing

3 within the near future and is involved in areas that

4 are rationally to be served by, you know, municipal

5 services such as sewer and water, you're going to

6 have to have a lot of discussion about what makes

7 sense from a planning perspective to deal with those

8 economic pressures. And so I cannot tell you how

9 much I applaud Dousman and Summit for sitting down,

10 wrestling with these very difficult things.

11 I remember in Pewaukee -- this harkens me back

12 to the mid-'90s after Pewaukee and Waukesha were

13 fighting, fighting, fighting for years and years,

14 almost a century. And I remember Brent Redford was

15 the town chair who, you know, was a staunch and

16 adamant supporter of the town, not giving one inch

17 to the City of Waukesha. He finally -- the

18 agreement with Waukesha gave up a whole square mile

19 of the Town of Pewaukee, and finally Brent said, "Do
20 you know what? Sometimes you've got to give up a
21 thumb to save the hand." And this is what happened
22 here. But it was done in a collaborative fashion
23 and it was done in a way that made sense I think,
24 and is very much in the spirit of what everybody is
25 trying to do on an inter-municipal basis now.

1 So what this agreement does is there will be
2 territory that will be transferred from Summit to
3 Dousman over a period of approximately -- well,
4 there's two areas, 20 years and 40 years. And it
5 will be done at either the request of the property
6 owners, or it will be done, you know, under certain
7 other ways which I'll describe to you.
8 But this map here -- I'm going to get out of
9 your way so you folks can see this -- Nope. Let's
10 see here. Do we have that map?
11 MR. ELLING: Yes. Keep looking.
12 MR. RIFFLE: Oh, keep -- Oh, here we go. And
13 I'm going to put this map up on the board so that
14 you can see it. Up on the board, up on the -- Here
15 we go. What we have here is the lands in the dark
16 purple here that are currently in the Town of Summit
17 will go and become part of the Village of Dousman
18 for sure if this agreement is approved by the state,

19 either when the property owner wants to go -- and
20 the property owner will probably want to go when
21 they want to cash in, sell the farm, develop their
22 property, split their property, septic tanks fail,
23 that sort of thing -- or by the year 2028 there will
24 be a sunset, and when December 31, 2028 comes, that
25 land will go. Okay? It gives people plenty, plenty

1 of time to plan, I think. I wouldn't be concerned
2 if I was living there, you know. I think the
3 statistics are that average homeowner, it's an
4 average, is in a home about nine, nine-and-a-half
5 years. So anyway, that is a concession that needs
6 to be made, and it is something on the Village of
7 Dousman that they absolutely need for their planning
8 purposes. It's logical. So that area goes.
9 Now, up here in this purple cross-hatched area,
10 same deal, folks can go when they want. If they
11 sell, they've got to go. If they -- There are some
12 limitations of this, but for the most part if they
13 want to bail, if they want to divide their property,
14 that property ends up going to the Village of
15 Dousman if the Village of Dousman is ready to take
16 it. That's another thing that we've got to talk
17 about here. The Village of Dousman has to agree

18 that yeah, it's time for them to come in, otherwise
19 they'll stay in the town until 2048, at which time
20 turn off the switch, they go from the town or
21 villages of Summit to the Village of Dousman at that
22 point in time. And it doesn't matter whether the
23 village or whether the town is still a town or the
24 town is a village, under this -- and that's one of
25 the beauties of this process, it transcends things

1 that happen in the future. It binds everybody to
2 the plan right now no matter what folks want to do
3 in the future, and it -- it's a very reasonable
4 approach. So that's the land swapping aspect of the
5 Dousman agreement.
6 Dousman will agree to provide sanitary sewer
7 services to certain properties within Summit without
8 those properties being required to annex to Dousman.
9 And we're in the process of finalizing that area as
10 to what part will be available for wastewater
11 treatment. Summit and Dousman is certainly going to
12 continue to discuss water service within the parts
13 of Summit and Dousman it might be willing and able
14 to serve. And there might be some give and take in
15 terms of whether or not there might be some
16 territory within Summit that Dousman can utilize for
17 accessing water if that all works out. It's just --

18 It's just a good process.

19 And I'll say something else parenthetically.

20 I've been involved in dozens, maybe 30, 40, 50

21 inter-municipal agreements. It's always been my

22 experience that once the agreement is done and

23 people know where their fences are -- fences make

24 good neighbors -- I have never seen a situation

25 where folks don't get along, not once, after the --

1 after that agreement is in place. And so I have

2 every confidence and every faith that once this is

3 put together, you know, people are going to deal

4 with issues on the basis of what makes sense. So

5 I'm very happy to see this.

6 Summit and Dousman will work to develop a trail

7 that connects Waukesha County Trial with Glacial

8 Drumlin Trail. Dousman -- And then we've got

9 Dousman will not any -- annex any territory outside

10 of the purple that we talked about; boundaries

11 forever, like we talked about. Dousman will not

12 exercise extraterritorial authority outside the

13 purple areas within the Town of Summit. If they

14 become a village, then, you know, we don't worry

15 about this, neither party does because it can't.

16 And the same thing with zoning as well. So in that

17 respect it's sort of a flip of what we have with
18 Delafield and Ottawa and Town of Oconomowoc that if
19 somehow Summit doesn't get incorporated, it's hands
20 off in the Town of Summit. So that's the Dousman
21 agreement in a nutshell.
22 And we come to should be Oconomowoc Lake, I
23 think. Yep. Oconomowoc Lake is interesting in that
24 we already have an agreement between the Town of
25 Summit and the Village of Oconomowoc Lake. That

1 agreement was reached in the year 2000, and that
2 agreement locked the borders between the Village of
3 Oconomowoc Lake and the Town of Summit. And that
4 was done for some specific reasons that made sense
5 at that time, and this agreement with -- that's
6 proposed here today -- I'm sorry, I'm in your way --
7 furthers that agreement, extends that agreement and
8 just tweaks it a little bit with a couple of issues.
9 First and foremost we still have our solidified
10 boundaries so that isn't changed. But in addition
11 to everything that we have in that agreement, there
12 is some frontage up on State Trunk Highway 16 that
13 we will transfer, the town will transfer to the
14 Village of Oconomowoc Lake that will make things a
15 little bit smarter as far as transportation is
16 concerned. I'll put this up here; probably put it

17 right side up and not backwards. Yeah. See this
18 area right here along Wisconsin Avenue; so that you
19 don't have to go and take a plow truck from Summit
20 and go all the way up here and plow up here when
21 it's the only area that you have, other than to get
22 back up over to get back over to Jaeckles Drive,
23 which we talked about before. So that makes a heck
24 of a lot of sense. It's something that will help
25 the Village of Oconomowoc out and it will help the

1 Town of Summit out, and so that will be part of it.
2 Then the next aspect of this is that Summit and
3 Oconomowoc Lake agree that there's two properties
4 that are very close to the village, and the village
5 wants to make sure that those areas that are just
6 closest to the Village of Oconomowoc Lake get
7 developed in a way that they know -- they know
8 what's going to happen so that they can plan. And
9 so that they -- you know, you want to know what's
10 going to happen right over the horizon; it's really
11 close to you. And so this agreement says that
12 Summit will only allow development on those lands
13 consistent with what their plan right now says so
14 there can't be any bait and switch. Once Summit
15 becomes a village, they could, you know, change

16 everything and put, you know, 18-story apartment
17 buildings there. Well, I don't think Oconomowoc
18 Lake would like that. I don't think Summit would,
19 but, you know, in the spirit of this cooperation and
20 joint, you know, planning in the future, Summit has
21 agreed that they will follow their own land use plan
22 and they will not change the plans for development
23 of those lands unless Oconomowoc Lake thinks it's a
24 good idea too at the time. And the areas that we're
25 talking about are the Schwab Family Limited

1 Properties here and a certain portion of the Pabst
2 Farms located just south of the Village of
3 Oconomowoc Lake. So it locks those lands in to be
4 developed consistent with what are on the plans
5 right now; landowner certainly can understand that,
6 given fair notice; Oconomowoc Lake given fair
7 notice; Summit given fair notice.
8 So that is a summary of how this cooperative
9 boundary plan will work as it relates to the various
10 municipalities involved. So at this time it will be
11 appropriate to open this public hearing up for
12 comment. And if you care to comment, please turn in
13 your -- your slip so we can keep track of who wants
14 to talk.
15 And we have a court reporter here that will be

16 taking down everything that you say as she's been
17 taking down whatever I've said. And I always
18 shudder to read the transcript to see what a fool I
19 made of myself. But anyway, please come up after
20 your name's announced, state your name, give us your
21 address, and then make your comments so that we can
22 take everything into consideration when we go back
23 and finalize our thoughts with regard to this
24 agreement.
25 I think Mr. Elling is going to call the names.

1 I'll sit down over here.
2 CHAIRMAN SUSA: I don't believe Henry has got
3 any names. We had the sign-up sheet here. If there
4 was someone that wanted to -- to make a comment, you
5 had to fill -- fill it out so that we can get your
6 information for the court reporter.
7 MR. RIFFLE: Does anybody want to talk? Do you
8 want me to stick around and go in the corner and you
9 can ask me any questions that you want? I'd be glad
10 to do that.
11 CHAIRMAN SUSA: Before we -- Before we close
12 the hearing, though, I want to -- I'd like to give
13 the opportunity for any of the representatives from
14 the communities to make a statement if they would

like to. They don't have to. We'll start off with I'll do it right in order of the list here. Town of Delafield.

CHAIRMAN KANTER: No, thank you, Mr. Chairman.

CHAIRMAN SUSA: Town of Oconomowoc. No comment. Town of Ottawa.

CHAIRMAN ARROWOOD: A little bit of a concern, Town of Ottawa, we're looking at a border agreement with Summit, which is no problem, but now we've extended the amount of borderline that we have with the Village of Dousman, which is a little bit

different now. And we've got a border agreement with the Village of Dousman. But now that border is extended by this agreement that you're working on. So we've got more area that wasn't included in our original border agreement where we border the Village of Dousman, and we've just got to make sure that the town is protected from any extraterritorial or any annexation for that area now that's brand new in the way of a revised border between the two communities.

CHAIRMAN SUSA: Okay. Thank you. Any other comments?

CHAIRMAN ARROWOOD: The other thing we should talk about a little bit is the fire district.

15 That's a joint district between the three groups,
16 Dousman, Ottawa and Summit. We've got to make sure
17 that we get together and go through the bylaws and
18 make sure that we're up to date on those bylaws that
19 serves the three communities well. We've just got
20 to make sure that's still alive because there are a
21 lot of things going on in the fire district, new
22 fire stations being considered, different things
23 going on, and we just want to make sure that we are
24 up to date and we've got time to review what happens
25 to the district that we presently have that's

1 operating quite nicely.
2 CHAIRMAN SUSA: Okay. Any other -- Any other
3 board members? Okay. Village of Dousman.
4 PRESIDENT NISSEN: I agree with Dick that we'll
5 need to sit down and talk about their new issues in
6 the town, and we are happy to sit down and work
7 those details out in regards to the Town of Ottawa.
8 I am too, and my board as well, share the same
9 concerns with the Town of Ottawa in regards to the
10 fire district. Dousman fire district is one of the
11 oldest districts in the state; it's a great success.
12 Other -- Other joint districts have been built
13 around the concept, and I think it's a platform for

us to start and keep working on and growing on it, and I think it's a great example of how we can work as communities together.

As far as the border agreement, I am very pleased with the openness and willingness of the town to sit and meet at any time, and I look forward to hammering out any final details we may have.

CHAIRMAN SUSA: Okay. Oconomowoc -- Yeah, again we've already -- Oconomowoc Lake has by their silence, we know their comments. Town of Summit, we don't -- the only thing I would like to say is I'd like to thank all of my neighbors for being able to

put this thing together. It's been a long time. I think Dousman and -- and Summit have been talking for two-and-a-half or three years seriously. We were talking before that, but we seriously got to talking. Some of the board members that are on -- in Dousman weren't even around at that time, and we've gone through quite a -- quite a turnover, and as the Town of Summit has. I know we started off -- More than two years because originally the former town chairman, Maury Sullivan, which believe it or not that was over six years ago, was talking to Dousman about a border agreement. So it's been a long time coming, and I'm really delighted to see

that this is happening. I thank Ottawa; I thank the Town of Delafield for their cooperation, and Dousman. And that's about all I've got to say.

Now, if there are any -- You can change your mind. Or are there any public comments that -- Did you fill out a form?

MS. BONNIE MORRIS: I didn't.

CHAIRMAN SUSA: Well, we'll let you state your name. Who are you?

MS. BONNIE MORRIS: Okay.

CHAIRMAN SUSA: This happens to be -- For those that don't know, this is our county representative;

represents Ottawa, Dousman and Summit so --

MS. BONNIE MORRIS: No, I don't represent Ottawa anymore.

CHAIRMAN SUSA: Oh.

MR. ARROWOOD: We let her go.

MS. BONNIE MORRIS: I was changed to a third of the City of Oconomowoc, but I miss all of you. I really do. My name is Bonnie Morris.

I just want to commend your cooperation. That's something that the county just loves to see. And I was the clerk and I retired -- of the Village of Dousman. I retired in 2001, and about two years

13 before I even retired, the Village of Dousman was
14 talking to Maury Sullivan about a border agreement.
15 So this is a celebration, and I commend all of you.
16 CHAIRMAN SUSA: Thank you. Any other public
17 comment? In that case, I'm going to close the
18 public hearing.
19 MR. RIFFLE: Mr. Chair, just before you close,
20 if I could, I do want to tell everyone here and for
21 the record that there is the right of each of you to
22 submit written comments. If you care to do that,
23 please do that within the next 20 days. Send them
24 to the clerk of any of the municipalities that are
25 involved here, or all of them if you want to

1 photocopy and spend that much in terms of postage,
2 but one will do, and it will be open to everyone to
3 comment for that period of time in writing. And
4 with that, I would sit down, Mr. Chairman.
5 CHAIRMAN SUSA: Okay. So we're closing the
6 public comments. I believe Stan just took care of
7 the explanation of the plan process and the
8 submitting written comments. So then I would
9 entertain a motion to --
10 MS. KRAUT: So moved.
11 CHAIRMAN SUSA: -- adjourn.
12 MS. KRAUT: Move to adjourn.

13 MR. RILEY: I'll second.

14 CHAIRMAN SUSA: And a second. All in favor say

15 aye.

16 BOARD MEMBERS: Aye.

17 CHAIRMAN SUSA: Opposed? The ayes have it.

18 (Proceedings ended at 7:19 p.m.)

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25

1

2 STATE OF WISCONSIN }

3 } SS:

4 COUNTY OF WALWORTH }

5

6 I, LAURA L. KOLNIK, Registered Professional Reporter and Notary Public in and for the State of Wisconsin, do hereby certify that foregoing proceedings

7 were taken before me at the Summit Town Hall, 2911 N. Dousman Road, Oconomowoc, Wisconsin on the 29th day of

8 January, 2009.

9 That the appearances were as noted initially.

10

11 I further certify that I am neither counsel for, related to, nor employed by any of the parties to the

action in which this proceeding was taken; and, further,
12 that I am not a relative or employee of any attorney or counsel employed by the parties hereto, nor financially
13 interested, or otherwise, in the outcome of this action.

14

That the foregoing proceedings are true and correct
15 as reflected by my original machine shorthand notes taken at said time and place.

16

Dated this _____ day of _____, _____

17

18

19

20 _____

LAURA L. KOLNIK
Notary Public
21 State of Wisconsin
My commission expires 4/18/10

22

23

24

25

Daniel P. Vrakas
County Executive

Dale R. Shaver
Director

Waukesha COUNTY

DEPARTMENT OF
PARKS AND LAND USE

February 13, 2009

Mr. H. Stanley Riffle
Arenz, Molter, Macy & Riffle, S.C.
720 N. East Avenue
P.O. Box 1348
Waukesha, WI 53186

Dear Mr. Riffle:

Pursuant to your request, the Waukesha County Department of Parks and Land Use have reviewed the January 12, 2009 draft Cooperative Boundary Plan between the Town of Summit and the Towns of Delafield, Oconomowoc and Ottawa and the Villages of Dousman and Oconomowoc Lake. We offer the following comments and concerns:

1. Sections 4.2, 5.2 and 6.2 pertaining to the Towns of Delafield, Oconomowoc and Ottawa should list *A Comprehensive Development Plan for Waukesha County* as a Planning document that pertains to the Boundary adjustment area, as all unincorporated areas of Waukesha County are subject to this plan pursuant to Chapter 59 of the *Wisconsin Statutes*. We believe that a description similar to that describing the County Plan within Section 3.4 would be appropriate.

2. In Section 5.3, the *Waukesha County Storm Water Management and Erosion Control Ordinance* should be listed as an ordinance that affects the Boundary adjustment area for the Town of Oconomowoc.

3. Section 5.6 states that the territory to be transferred from the Town of Summit to the Town of Oconomowoc will be subject to the Town of Oconomowoc existing land use plan. However, the *Town of Oconomowoc Land Use Plan* does not show proposed land uses beyond the Town's current boundaries. Therefore, unless the Town amends their land use plan to include the acreage to be transferred, it might be more appropriate for this section to be revised to indicate that the land use designated by the Comprehensive Development Plan for Waukesha County shall apply.

Waukesha County Department of Parks and Land Use
515 W. Moreland Blvd. • Room AC 260
Waukesha, Wisconsin 53188-3868
Phone: (262) 896-8300

4. Section 6.2 incorrectly identifies the *Waukesha County Shoreland and Floodland Protection Ordinance* as the "Waukesha County Shoreland, Wetland and Floodplain Protection Ordinance."

5. In Section 6.3, the *Waukesha County Shoreland and Floodland Subdivision Control Ordinance* and the *Waukesha County Storm Water Management and Erosion Control Ordinance* should be listed as existing ordinances that affect the Boundary adjustment area for the Town of Ottawa.

6. Section 6.4(D) pertaining to the Village of Dousman's police and fire services is silent with regards to Dousman's police service and should be expanded accordingly.

7. Section 6.5(C) contains text that needs further clarification pertaining to multiple family structures and dwelling units. On page 46, we suggest that the following phrasing, "Only 3 housing units made up of 2 units. . ." be re-phrased to read "Only 3 housing structures each containing 2 dwelling units. . ." This comment can be applied to similar housing sections elsewhere within the document.

8. Section 7.4(B) states that the Village of Dousman has been working to complete a storm water management plan. It is our understanding that, pursuant to Chapter NR216 of the *Wisconsin Administrative Code*, the Village was previously required to have adopted a storm water management ordinance that complies with said regulations. The adopted ordinance should be referenced within both Sections 7.3 and 7.4(B).

9. Section 7.6(E) states that there is no Land Use Plan imposed for the areas to be transferred from the Town of Summit to the Village of Dousman. Given that, the Village of Dousman has a land use plan in effect that shows planned land uses in its extraterritorial jurisdiction, we strongly recommend that consideration be given to incorporating the Village's extraterritorial plan as the effective plan within the boundary adjustment areas. Because development of lands within the transfer areas will almost exclusively require detachment from the Town, and because all lands within the transfer area will ultimately be incorporated into the Village, it would seem to follow that the Village's plan should preside in said areas. This would give landowners, potential buyers and the development community clarity as to the ultimate planned land uses within the transfer areas. Furthermore, the text of the soon to be adopted County Development Plan suggests that extra-territorial land use plans should be honored where inter-municipal boundary agreements exist.

10. Section 8.3 incorrectly identifies the *Waukesha County Shoreland and Floodland Protection Ordinance* as the Waukesha County Shoreland and Floodplain Protection Ordinance.

11. We observed a number of typographical errors and a couple of instances of missing text in our review of the document. Please advise me if you would like our list of suggested technical edits.

We appreciate the opportunity to comment on this multi-jurisdictional effort. Should you have any questions relative to our comments, please feel free to contact Jason Fruth of our Planning Division at (262) 548-7790 or myself.

Sincerely,

Dale R. Shaver
Director

cc: Mr. Kenneth Yunker, Executive Director, SEWRPC
Mr. George Hall, State of Wisconsin Department of Administration
Mr. Leonard Susa, Town of Summit Chairman
Mr. Paul Kanter, Town of Delafield Chairman
Mr. Robert Hultquist, Town of Oconomowoc Chairman
Mr. Richard Arrowood, Town of Ottawa Chairman
Mr. Richard Kneiser, Village of Oconomowoc Lake President
Mr. Jack Nissen, Village of Dousman President
Mr. Henry Elling, Town of Summit Manager
Ms. Debra Schueler, Town of Summit Clerk
Mr. Tim Barbeau, Town of Delafield Planner
Ms. Mary Elsner, Town of Delafield Clerk
Mr. Jeff Herrmann, Town of Oconomowoc Planner
Ms. Joanne Lesser, Town of Oconomowoc Clerk
Ms. Sandy Scherer, Town of Ottawa Planner
Ms. Melissa Klein, Town of Ottawa Clerk
Ms. Cindy Schlieve, Village of Oconomowoc Lake Clerk
Mr. Bruce Kaniewski, Village of Dousman Planner
Ms. Penny Nissen, Village of Dousman Clerk
File

Julie Aquavia

From: Fruth, Jason [JFruth@waukeshacounty.gov]
Sent: Friday, February 20, 2009 10:05 AM
To: 'Julie Aquavia'
Subject: RE: Summit Coop Bdy Agrmt

Julie,

The list below details the edits that we noticed in our review of the boundary agreement document:

- Section 4.4(F)- In the fifth paragraph, the word "are" should be deleted after "Waukesha County Parks."
- Section 6.4(C)- I-94 is mis-typed with a one in front of the 94 and 43 in the third line of the first paragraph.
- Section 6.4(C)- Between the sixth and seventh line of the first paragraph, there is a floating "0" between the words "place" and "as."
- Section 6.5(C)- In the next to last line on page 46, the word "five tenths" is misspelled fivd tenths.
- Section 7.1(B)- In the first line, the word "with" should be replaced with "when."
- Section 7.4(C)- The last sentence of the paragraph is an incomplete thought, and text seems to be missing.
- Section 7.5(B)- The word "is" should be inserted after "St. Bruno's grade school" in the fourth line from the top of p. 55
- Section 7.6(A)- There are words missing between the words "the" and "determine" in the first line.

Please let me know if you have any questions relative to the above comments.

Jason Fruth
Senior Planner
Waukesha County Planning and Zoning Division
(262) 548-7790

From: Shaver, Dale
Sent: Thursday, February 19, 2009 3:51 PM
To: 'Julie Aquavia'
Cc: Fruth, Jason
Subject: RE: Summit Coop Bdy Agrmt

Hi Julie
By copy of this note, I am asking Jason Fruth to forward to you the other technical edits we identified in the Summit document.

Dale

Dale R. Shaver
Director
Department of Parks and Land Use
Room AC260
515 Moreland Blvd
Waukesha, WI 53188
(262) 896-8310 office
(262) 896-8298 fax
www.waukeshacounty.gov/landandparks

From: Julie Aquavia [mailto:jaquavia@ammr.net]
Sent: Thursday, February 19, 2009 3:31 PM

To: Shaver, Dale
Cc: Henry Elling; stan riffle
Subject: Summit Coop Bdy Agrmt

Dale -

Thanks for the prompt (ahead of time) review of the draft plan and the comments. Please send me the technical edits and I will work them in.

Julie A. Aquavia, Attorney
Arenz, Molter, Macy & Riffle, S.C.
P.O. Box 1348
Waukesha, WI 53187-1348
(262) 548-1340

SOUTHEASTERN WISCONSIN REGIONAL PLANNING COMMISSION
W239 N1812 ROCKWOOD DRIVE • PO BOX 1607 • WAUKESHA, WI 53187-1607 • TELEPHONE (262) 547-6721
FAX (262) 547-1103

Serving the Counties of: KENOSHA MILWAUKEE OZAUKEE RACINE WALWORTH WASHINGTON WAUKESHA

February 4, 2009

Mr. H. Stanley Riffle
Attorney at Law
Arenz, Molter, Macy & Riffle, S.C.
720 N. East Avenue
Waukesha, WI 53186

Dear Mr. Riffle:

Pursuant to your letter request of January 12, 2009, the Southeastern Wisconsin Regional Planning Commission has reviewed the cooperative boundary plan agreement between the Town of Summit and the adjacent communities of the Towns of Delafield, Oconomowoc, and Ottawa, and the Villages of Dousman and Oconomowoc Lake, dated January 12, 2009. The Commission has made the following findings relative to the cooperative boundary plan as required by the provisions of Section 66.0307 of the *Wisconsin Statutes*:

1. Upon its approval and implementation by all parties concerned, the plan and the boundary agreements set forth therein should serve to facilitate implementation of the master plan for the Southeastern Wisconsin Region adopted by the Commission under Section 66.945(9) of the *Wisconsin Statutes*.

2. Implementation of the boundary plan should serve to enhance the delivery of essential municipal services to the boundary adjustment areas identified in the plan; provide for a more logical boundary between the communities involved; clarify policies relative to land use planning, zoning and extraterritorial plat reviews; and facilitate the potential incorporation of the remainder of the Town of Summit.

With respect to the future provision of sanitary sewer service in the areas concerned, the Commission would note that some areas within the ultimate boundary of the Village of Dousman are located outside of the currently adopted sewer service area. The Commission stands ready to work with the Town of Summit and the Village of Dousman in the years ahead to appropriately amend the sewer service area in a manner consistent with the proposed agreement.

The Towns and Villages are to be congratulated on reaching agreement relative to these matters of significance to all parties concerned. The execution of this agreement will represent a major intergovernmental achievement.

We trust that the foregoing findings are responsive to your request and will be helpful to the communities involved. It is the Commission's hope that the boundary plan will be approved by all parties concerned.

Sincerely,

Kenneth R. Yunker, P.E.
Executive Director

KRY/DAS/lgh
#142558 v1 - SUMMIT BOUNDARY AGREEMENT WITH ADJ. COMMUNITIES

cc: Mr. Leonard Susa, Chairman, Town of Summit
Mr. Paul Kanter, Chairman, Town of Delafield
Mr. Robert Hultquist, Chairman, Town of Oconomowoc
Mr. Richard Arrowood, Chairman, Town of Ottawa
Mr. Richard Kneiser, President, Village of Oconomowoc Lake
Mr. Richard Mace, Waukesha County Planning

Schwaab Family LLC
34205 Nashotah Road
Nashotah, WI 53058

February 19, 2009

Mr. Henry J. Elling, Town Manager (Delivered by Hand & E-mail)
Town of Summit
2911 N. Dousman Road
Oconomowoc, WI 53066

Re: Written Comments Regarding
Public Hearing dated January 29, 2009

Dear Mr. Elling:

I am writing this letter, on behalf of the Schwaab Family LLC, to provide comments regarding the proposed Border Agreement between the Town of Summit (TOS) and the Village of Oconomowoc Lake (VOL), which was the subject of the public hearing identified above. The Schwaab Family LLC owns the 154 acre farm that lies east of Sawyer Road and borders on the north side for approximately 1200 feet on that portion of the VOL that also lies east of Sawyer Road. We, the owners of the Schwaab Family LLC object to certain aspects of this proposed Border Agreement, as explained below.

First, let me say that our family has owned this farm since the 1850's, that is, more than 150 years. Members of the fifth and sixth generation reside on the property, and we presently have no intention of developing any portion of the land. It is reasonable to assume that our family will own and reside on the land for many more generations, and therefore we have always considered and continue to consider the use of the land from a very long term perspective. Since no one can reasonably foresee what kind of development will occur with regard to and along Sawyer Road 50 or 100 years from now, we have reservations against any extra-territorial governmental body (i.e., one with regard to which we have no representation as voters) having the unfettered right of veto power against any type of development that may go beyond what is contemplated today, in 2009.

Consequently, we have the following specific objections with regard to the proposed Border Agreement:

1. The right reserved by the VOL is not limited in any reasonable manner to take into consideration the possibility of a major transformation *in the longer term*

future of the area along this portion of Sawyer Road, which, for example, is approximately one-half mile from the intersection of Sawyer Road with Highway 16. There should be some *standard of reasonableness* built into any veto rights that are granted to the VOL in the Border Agreement, especially reflecting longer term future changes in the area that may differ from the presently contemplated pattern of development in the Sawyer Road corridor.

2. The proposed veto power granted to the VOL is unreasonably extensive, as it is proposed to apply to the *entirety* of my family's 154 acre farm, in spite of the fact that the common boundary with and/or impact of the farm on the VOL is/are only tangential.
    a. The only common boundary extends along the south boundary of a single 5 acre residential lot in the VOL, a dumbbell-shaped lot that extends approximately 1200 feet eastward from Sawyer Road. Further, because that residential lot borders on its north side with the VOL's municipal gravel pit/DPW waste dumping area/shooting range, and because the easternmost portion of both the residential lot and the VOL land are full of very deep kettles and are therefore undevelopable, the impact of what may develop along the northern border of my family's farm will, in any event, have little or no impact on residents of the VOL.
    b. *None* of the land lying across Sawyer Road to the west of our farm is in the VOL, but rather is in the TOS. A substantial portion of this land is already developed as residential, with some of it at a density that is greater than one dwelling unit per 2 acres, i.e., lot sizes of 28,600 sq. ft.
    c. The eastern half of our farm is surrounded on the north, east and south by the City of Delafield and does not impact in any manner the VOL. It is not reasonable that the VOL should have any say over what may happen in the future on that portion of our land. For example, if one considers the portion of our land that borders on both sides of Nashotah Road, to the east of the present barn and farmhouse, there is no reasonable basis for the VOL to require any extra-territorial rights with respect to this land, which is remote from any common border and/or residents and/or ingress corridor of the VOL.
    d. Further, there is a belt of Primary Environmental Corridor (PEC), and other wooded regions, that stretches through the middle of our land, from the northern (recently designated as PEC) to the southern boundary. This wooded belt effectively isolates the majority of our land in such a way as to be invisible from the VOL, and even from Sawyer Road. Since this PEC cannot be developed at greater than one dwelling unit per 5 acres (with 80% of trees preserved) and will therefore never materially change, it is to be expected that the majority of our land will never be visible to any residents of the VOL or to those entering or leaving the VOL on Sawyer Road. These facts, alone, demonstrate that there is *no reasonable need for the VOL to have extra-territorial influence over the eastern portion of the Schwaab Family LLC's property beyond the tree line that is visible from Sawyer Road.*

We believe that the proposed Border Agreement between the TOS and the VOL directly affects the Schwaab Family LLC's legal rights with respect to its property. We further understand that this proposed agreement, if it becomes final, will result in the VOL having extra-territorial rights with respect to the potential development of our land that the VOL would not otherwise possess, once the TOS becomes an incorporated village. As a consequence, we are of the opinion that the Schwaab Family LLC ought to have some say in the negotiation of the proposed Border Agreement, as our interests and rights are directly affected.

At the very least, any extra-territorial rights that are granted by the TOS with respect to property owned by any resident of the TOS should be carefully limited to only those that can be demonstrated to be reasonably necessary to protect the legitimate interests of the VOL, inasmuch as any TOS resident affected by such rights is left without citizen recourse vis-à-vis the VOL, a situation that ought to be avoided to the extent possible. The Schwaab Family LLC therefore respectfully requests that the proposed Border Agreement between the TOS and the VOL be modified to grant to the VOL only extra-territorial rights with respect our family farm property that are strictly limited to a minimum necessary to protect the reasonable and legitimate concerns of the VOL, in accordance with the facts set forth above.

Thank you for your consideration.

Very truly yours,

Schwaab Family LLC
Richard Schwaab, Manager

Cc: Mr. Richard Kneiser, President
Village of Oconomowoc Lake

STATE OF WISCONSIN TOWN OF DELAFIELD WAUKESHA COUNTY

RESOLUTION # 09-586

RESOLUTION AUTHORIZING SUBMISSION OF COOPERATIVE BOUNDARY AGREEMENT TO DEPARTMENT OF ADMINISTRATION

WHEREAS, the Town of Delafield and the Town of Summit, by their governing bodies, authorized the negotiation and preparation of a cooperative boundary plan to fix the municipal boundaries between the two Towns; and,

WHEREAS, the provisions of §66.0307, Stats., provide that the Department of Administration, Division of Municipal Boundary Review must review the changes to municipal boundaries which are set forth in a cooperative boundary agreement and any supporting materials and information; and,

WHEREAS, the Town of Delafield Board of Supervisors, the Town of Summit Board of Supervisors, their attorneys and planning personnel have prepared a submission for the Department of Administration for its review in furtherance of Delafield and Summit's boundary change; and,

WHEREAS, the proposed agreement must be reviewed by the county zoning agency as well as the regional planning commission, be the subject of a public hearing and the participants must accept and review written public comments on the plan; and,

WHEREAS, Delafield and Summit have complied with these review requirements.

NOW THEREFORE, the Town of Delafield Town Board has reviewed the prepared submission document and supporting information and materials and approves and authorizes the delivery of the cooperative boundary agreement as reflected in Exhibit A, which memorializes that portion of the Agreement between Summit and Delafield, to this Resolution to the Municipal Boundary Review Division of the State of Wisconsin's Department of Administration.

Dated this 24 day of March, 2009.

By the Town Board of the Town of Delafield

Paul L. Kanter, Chairman

Attest:

Mary Elsner, CMC, WCMC
Clerk

STATE OF WISCONSIN TOWN OF OCONOMOWOC WAUKESHA COUNTY

RESOLUTION # 2009 - 3

RESOLUTION AUTHORIZING SUBMISSION OF COOPERATIVE BOUNDARY AGREEMENT TO DEPARTMENT OF ADMINISTRATION

WHEREAS, the Town of Oconomowoc and the Town of Summit, by their governing bodies, authorized the negotiation and preparation of a cooperative boundary plan to fix the municipal boundaries between the two Towns; and,

WHEREAS, the provisions of §66.0307, Stats., provide that the Department of Administration, Division of Municipal Boundary Review must review the changes to municipal boundaries which are set forth in a cooperative boundary agreement and any supporting materials and information; and,

WHEREAS, the Town of Oconomowoc Board of Supervisors, the Town of Summit Board of Supervisors, their attorneys and planning personnel have prepared a submission for the Department of Administration for its review in furtherance of Oconomowoc and Summit's boundary change; and,

WHEREAS, the proposed agreement must be reviewed by the county zoning agency as well as the regional planning commission, be the subject of a public hearing and the participants must accept and review written public comments on the plan; and,

WHEREAS, Oconomowoc and Summit have complied with these review requirements.

NOW THEREFORE, the Town of Oconomowoc Town Board has reviewed the prepared submission document and supporting information and materials and approves and authorizes the delivery of the cooperative boundary agreement to the Municipal Boundary Review Division of the State of Wisconsin's Department of Administration.

Dated this 6th day of April 2009.

By the Town Board of the Town of Oconomowoc

Robert Hultquist, Chairman

Attest:

JoAnn Lesser, Clerk

STATE OF WISCONSIN **TOWN OF OTTAWA** **WAUKESHA COUNTY**

RESOLUTION # 3-09A

RESOLUTION AUTHORIZING SUBMISSION OF COOPERATIVE BOUNDARY AGREEMENT TO DEPARTMENT OF ADMINISTRATION

WHEREAS, the Town of Ottawa and the Town of Summit, by their governing bodies, authorized the negotiation and preparation of a cooperative boundary plan to fix the municipal boundaries between the two Towns; and,

WHEREAS, the provisions of §66.0307, Stats., provide that the Department of Administration, Division of Municipal Boundary Review must review the changes to municipal boundaries which are set forth in a cooperative boundary agreement and any supporting materials and information; and,

WHEREAS, the Town of Ottawa Board of Supervisors, the Town of Summit Board of Supervisors, their attorneys and planning personnel have prepared a submission for the Department of Administration for its review in furtherance of Ottawa and Summit's boundary change; and,

WHEREAS, the proposed agreement must be reviewed by the county zoning agency as well as the regional planning commission, be the subject of a public hearing and the participants must accept and review written public comments on the plan; and,

WHEREAS, Ottawa and Summit have complied with these review requirements.

NOW THEREFORE, the Town of Ottawa Town Board has reviewed the prepared submission document and supporting information and materials and approves and authorizes the delivery of the cooperative boundary agreement to the Municipal Boundary Review Division of the State of Wisconsin's Department of Administration.

Dated this 9th day of March 2009.

By the Town Board of the Town of Ottawa

Richard Arrowood

Richard Arrowood, Chairman

Attest:

Melissa M. Klein

Melissa M. Klein, Clerk

RECEIVED MAR 17 2009

STATE OF WISCONSIN **VILLAGE OF DOUSMAN** **WAUKESHA COUNTY**

RESOLUTION # 06-09

RESOLUTION AUTHORIZING SUBMISSION OF COOPERATIVE BOUNDARY AGREEMENT TO DEPARTMENT OF ADMINISTRATION

WHEREAS, the Village of Dousman and the Town of Summit, by their governing bodies, authorized the negotiation and preparation of a cooperative boundary plan to fix the municipal boundaries between the Town and Village; and,

WHEREAS, the provisions of §66.0307, Stats., provide that the Department of Administration, Division of Municipal Boundary Review must review the changes to municipal boundaries which are set forth in a cooperative boundary agreement and any supporting materials and information; and,

WHEREAS, the Village Board of Trustees, the Town Board of Supervisors, their attorneys and planning personnel have prepared a submission for the Department of Administration for its review in furtherance of the Town and Village's boundary change; and,

WHEREAS, the proposed agreement must be reviewed by the county zoning agency as well as the regional planning commission, be the subject of a public hearing and the participants must accept and review written public comments on the plan; and,

WHEREAS, the Town and Village have complied with these review requirements.

NOW THEREFORE, the Village of Dousman Village Board has reviewed the prepared submission document and supporting information and materials and approves and authorizes the delivery of the cooperative boundary agreement to the Municipal Boundary Review Division of the State of Wisconsin's Department of Administration.

Dated this 21st day of April 2009.

By the Village Board of the Village of Dousman

Jack Nissen
Village Board President

Attest:

Penny Nissen, Village Clerk

VILLAGE OF OCONOMOWOC LAKE
35328 W. Pabst Road, Oconomowoc, Wisconsin 53066

STATE OF WISCONSIN }
WAUKESHA COUNTY } ss.
VILLAGE OF
OCONOMOWOC LAKE }

I, Cindy J. Schlieve, Village Clerk of the Village of Oconomowoc Lake, Waukesha County, Wisconsin, do hereby certify that this copy of Resolution Number 139 is a true and accurate copy of Resolution Number 139, which is on file in the Village Clerk's Office.

I hereby certify that said resolution was adopted by the Village Board of Trustees for the Village of Oconomowoc Lake, Wisconsin, at a regular meeting there of held on March 16, 2009.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Oconomowoc Lake, Wisconsin, this 31st day of March, 2009.

Cindy J. Schlieve

Cindy J. Schlieve, Village Clerk
Village of Oconomowoc Lake
Waukesha County, WI

www.oconlake.com villagehall@oconlake.com
Phone: 262-567-5301 Fax: 262-567-7447

STATE OF WISCONSIN **WAUKESHA COUNTY**

VILLAGE OF OCONOMOWOC LAKE

RESOLUTION # 139

RESOLUTION AUTHORIZING SUBMISSION OF COOPERATIVE BOUNDARY AGREEMENT TO DEPARTMENT OF ADMINISTRATION

WHEREAS, the Village of Oconomowoc Lake and the Town of Summit, by their governing bodies, authorized the negotiation and preparation of a cooperative boundary plan to fix the municipal boundaries between the Town and Village; and,

WHEREAS, the provisions of §66.0307, Stats., provide that the Department of Administration, Division of Municipal Boundary Review must review the changes to municipal boundaries which are set forth in a cooperative boundary agreement and any supporting materials and information; and,

WHEREAS, the Village Board of Trustees, the Town Board of Supervisors, their attorneys and planning personnel have prepared a submission for the Department of Administration for its review in furtherance of the Town and Village's boundary change; and,

WHEREAS, the proposed agreement must be reviewed by the county zoning agency as well as the regional planning commission, be the subject of a public hearing and the participants must accept and review written public comments on the plan; and,

WHEREAS, the Town and Village have complied with these review requirements.

NOW THEREFORE, the Village of Oconomowoc Lake Village Board has reviewed the prepared submission document and supporting information and materials and approves and authorizes the delivery of the cooperative boundary agreement to the Municipal Boundary Review Division of the State of Wisconsin's Department of Administration.

Dated this 16th day of March, 2009.

By the Village Board of the Village of Oconomowoc Lake

Richard J. Kneiser
Village Board President

Attest:

Cindy J. Schlieve, Village Clerk

STATE OF WISCONSIN TOWN OF SUMMIT WAUKESHA COUNTY

RESOLUTION # 256-09

RESOLUTION AUTHORIZING SUBMISSION OF COOPERATIVE BOUNDARY AGREEMENT WITH THE TOWN OF DELAFIELD, TOWN OF OTTAWA, TOWN OF OCONOMOWOC, VILLAGE OF DOUSMAN AND VILLAGE OF OCONOMOWOC LAKE TO DEPARTMENT OF ADMINISTRATION

WHEREAS, the Town of Summit Town Board authorized the negotiation and preparation of a cooperative boundary plan to fix the municipal boundaries with the Town of Delafield, Town of Ottawa, Town of Oconomowoc, Village of Dousman, and Village of Oconomowoc Lake; and,

WHEREAS, the provisions of §66.0307, Stats., provide that the Department of Administration, Division of Municipal Boundary Review must review the changes to municipal boundaries which are set forth in a cooperative boundary agreement and any supporting materials and information; and,

WHEREAS, the Town of Summit Board of Supervisors, its attorneys and planning personnel prepared a submission for the Department of Administration's review in furtherance of the boundary change with each of the participating municipalities; and,

WHEREAS, the proposed agreement must be reviewed by the county zoning agency as well as the regional planning commission, be the subject of a public hearing and the participants must accept and review written public comments on the plan; and,

WHEREAS, Summit and its neighbors have complied with these review requirements.

NOW THEREFORE, the Town of Summit Town Board has reviewed the prepared submission document and supporting information and materials and approves and authorizes the delivery of the cooperative boundary agreement to the Municipal Boundary Review Division of the State of Wisconsin's Department of Administration.

Dated this 2 day of April 2009.

By the Town Board of the Town of Summit

Leonard J Susa

Leonard Susa, Chairman

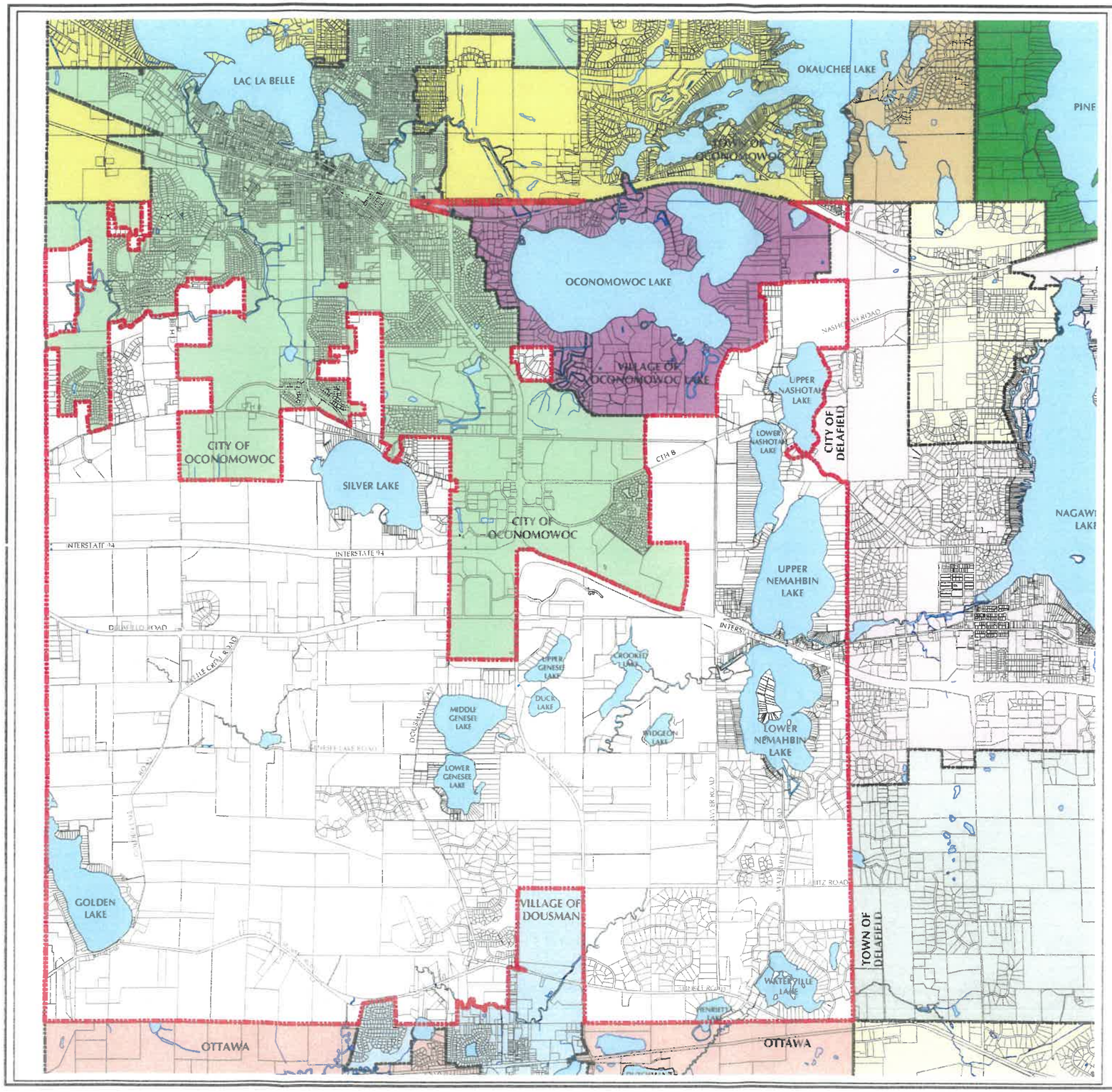
Attest:

Debra J Schueler

Debra J. Schueler, Clerk

MAP LIST

MAP 1
EXISTING POLITICAL BOUNDARIES



Legend

- CITY OF DELAFIELD
- CITY OF OCONOMOWOC
- TOWN OF DELAFIELD
- TOWN OF GENESEE
- TOWN OF MERTON
- TOWN OF OCONOMOWOC
- TOWN OF OTTAWA
- TOWN OF SUMMIT
- VILLAGE OF CHENEQUA
- VILLAGE OF DOUSMAN
- VILLAGE OF NASHOTAH
- VILLAGE OF OCONOMOWOC LAKE
- PARCEL AND ROW LINES
- SURFACE WATER

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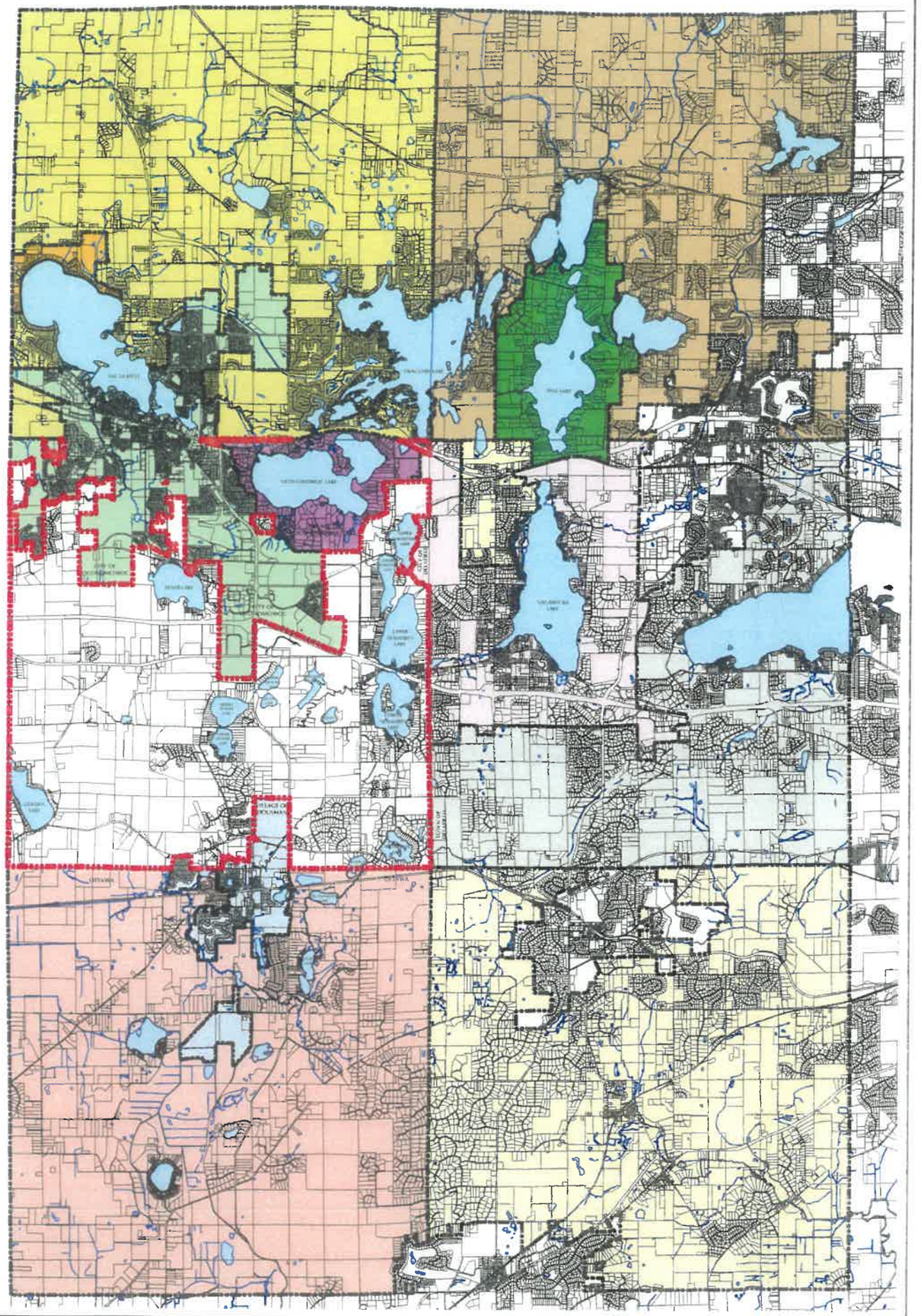
0 2,000 4,000 8,000 Feet

YAGGY COLBY ASSOCIATES

Map created January 8, 2009
YCA Project # 1308-245

MAP 1a
EXISTING POLITICAL BOUNDARIES



Legend

- CITY OF DELAFIELD
- CITY OF OCONOMOWOC
- TOWN OF DELAFIELD
- TOWN OF GENESEE
- TOWN OF MERTON
- TOWN OF OCONOMOWOC
- TOWN OF OTTAWA
- TOWN OF SUMMIT
- VILLAGE OF CHENEQUA
- VILLAGE OF DOUSMAN
- VILLAGE OF NASHOTAH
- VILLAGE OF OCONOMOWOC LAKE
- VILLAGE OF LAC LA BELLE
- PARCEL AND ROW LINES
- SURFACE WATER

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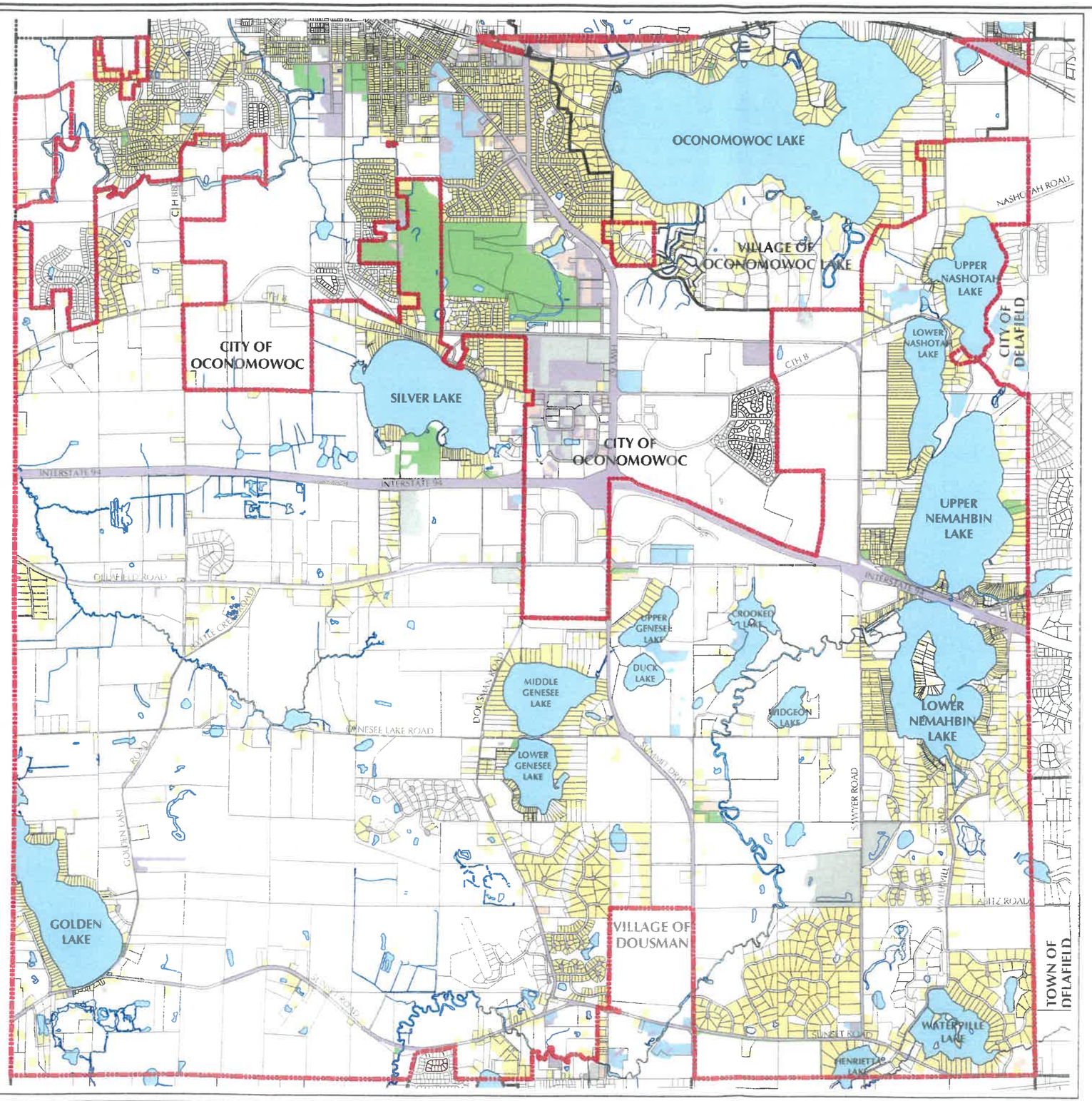
0 4,750 9,500 19,000 Feet

YAGGY COLBY ASSOCIATES

Map created January 8, 2009
YCA Project # 3308-245

MAP 2
SUMMIT TOWNSHIP EXISTING LAND USES IN 2000



Legend

- SURFACE WATER
- TOWN OF SUMMIT
- OTHER MUNICIPAL BOUNDARIES
- RESIDENTIAL
- COMMERCIAL
- TRANSPORTATION / UTILITIES
- GOVERNMENT / INSTITUTIONAL
- RECREATIONAL
- AGRICULTURAL / UNUSED / OPEN LANDS
- PARCEL AND ROW LINES

SOURCES: SEWRPC and Waukesha County

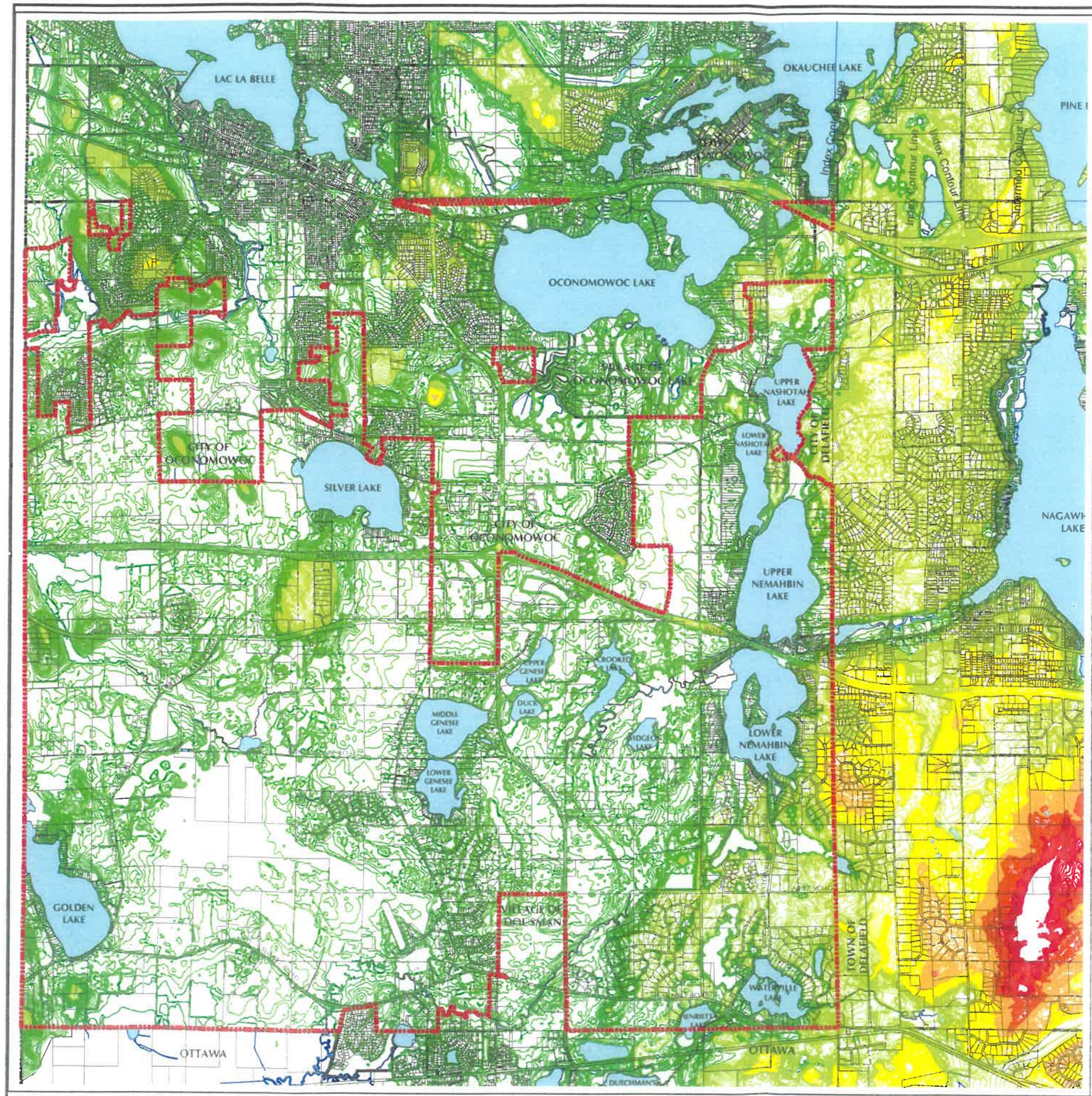
N
W E
S

0 1,600 3,200 6,400 Feet

YAGGY COLBY ASSOCIATES

Map created January 9, 2009
YCA Project # 3308-245

MAP 3
TOPOGRAPHY IN THE TOWN OF SUMMIT



Legend

ELEVATION IN FEET ABOVE SEA LEVEL

- 800.000000 - 850.000000
- 850.000001 - 900.000000
- 900.000001 - 950.000000
- 950.000001 - 1000.000000
- 1000.000001 - 1050.000000
- 1050.000001 - 1100.000000
- 1100.000001 - 1150.000000
- TOWN OF SUMMIT
- PARCEL AND ROW LINES
- SURFACE WATER

N
W E
S

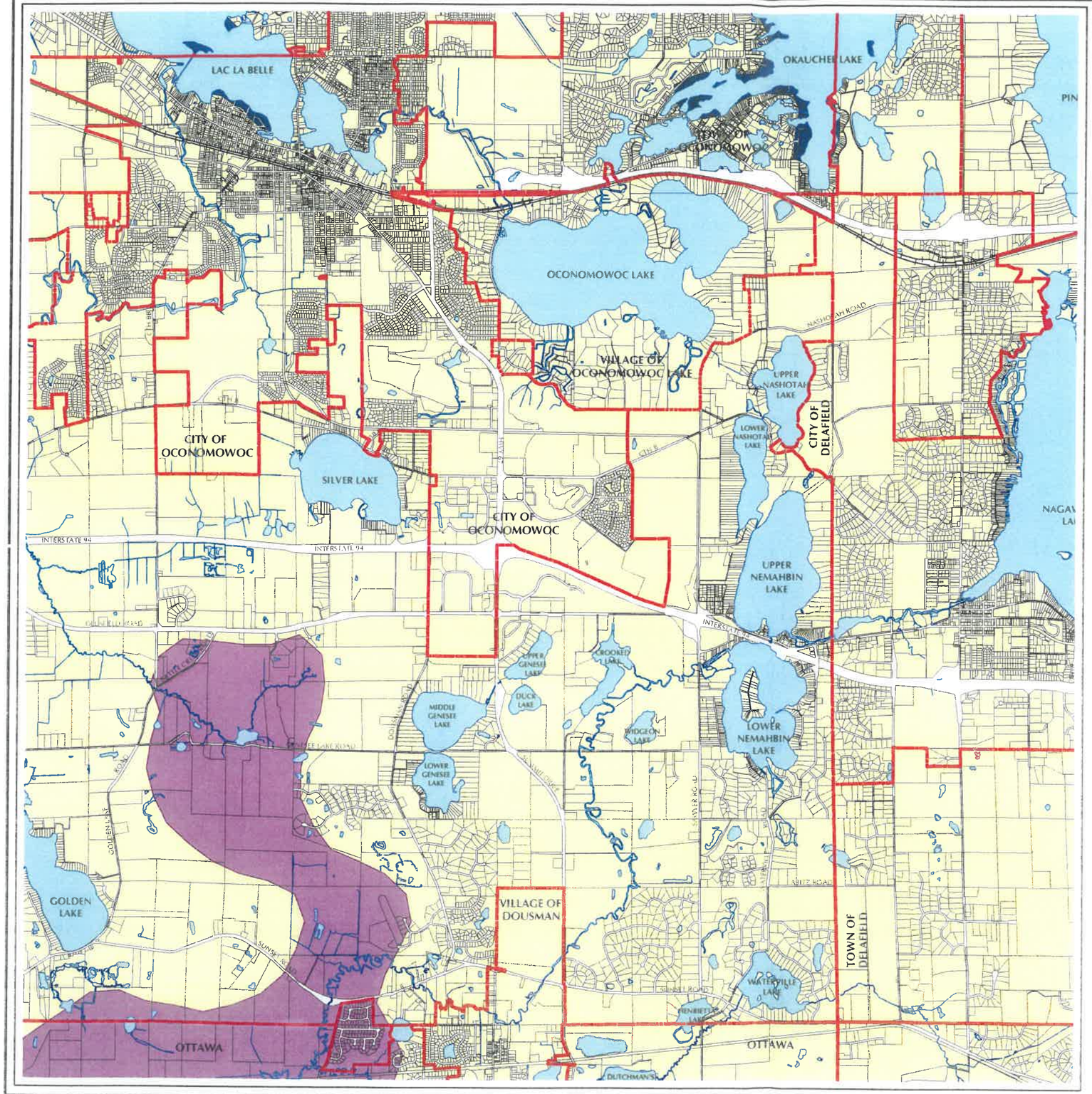
0 2,000 4,000 8,000 Feet

YAGGY COLBY ASSOCIATES

Map created November 14, 2008

Project # 3308-242

MAP 4
GENERAL SOILS IN THE SUMMIT TOWNSHIP



Legend

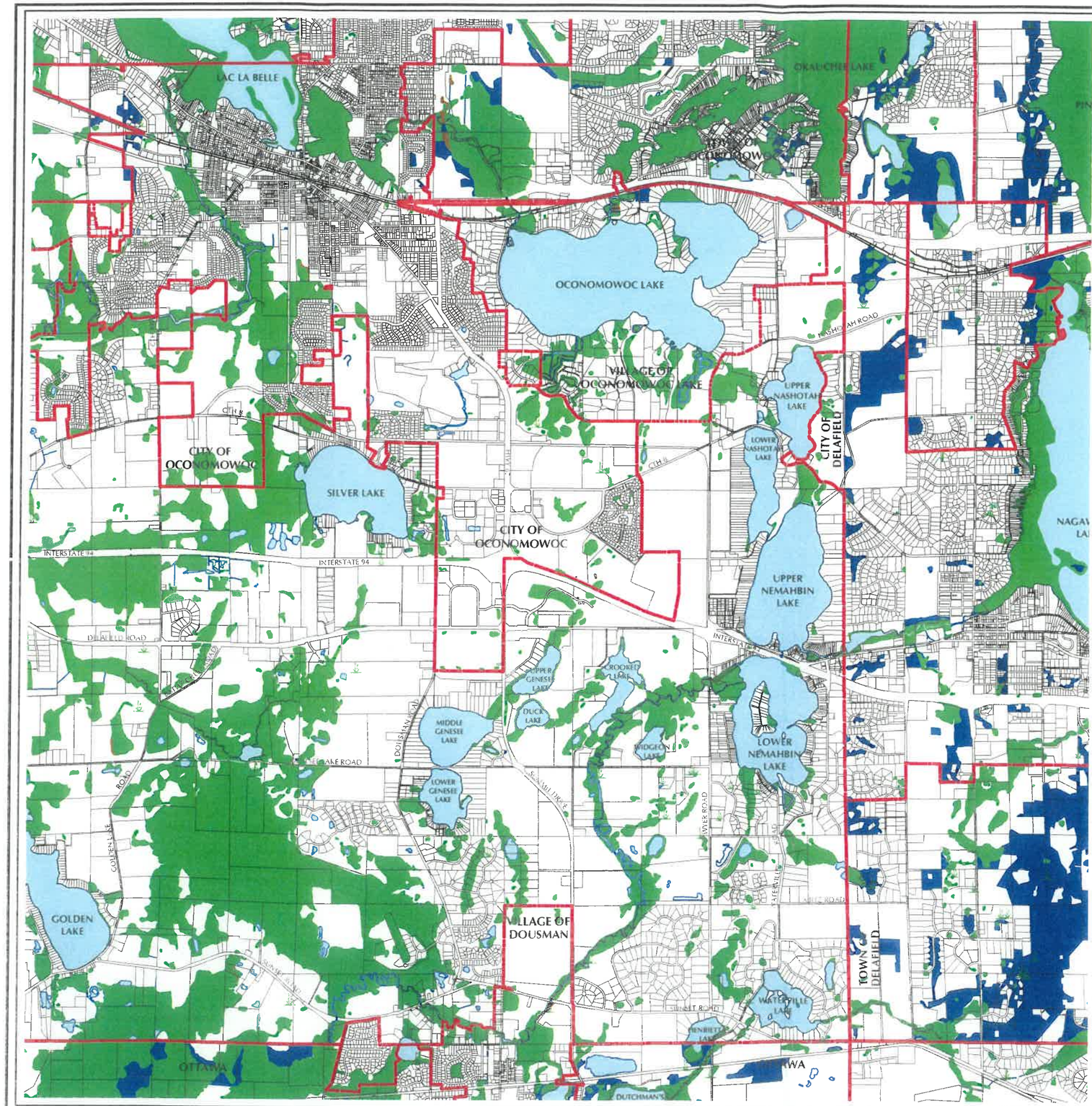
- HOUGHTON
- RODMAN-FOX-CASCO
- MUNICIPAL BOUNDARIES
- PARCEL AND ROW LINES
- SURFACE WATER

N
W E
S

0 2,000 4,000 8,000 Feet

YAGGY COLBY ASSOCIATES

Map created November 14, 2008
YCA Project # 3308-245



MAP 5
WETLANDS, WOODLANDS & SURFACE WATERS IN THE SUMMIT TOWNSHIP

Legend

- WETLANDS
- FILLED/DRAINED WETLANDS
- WETLANDS < 0.25-ACRE
- WOODLANDS
- MUNICIPAL BOUNDARIES
- PARCEL AND ROW LINES
- SURFACE WATER

SOURCES: Waukesha County and the 2005 Wisconsin Wetland Inventory

N
W E
S

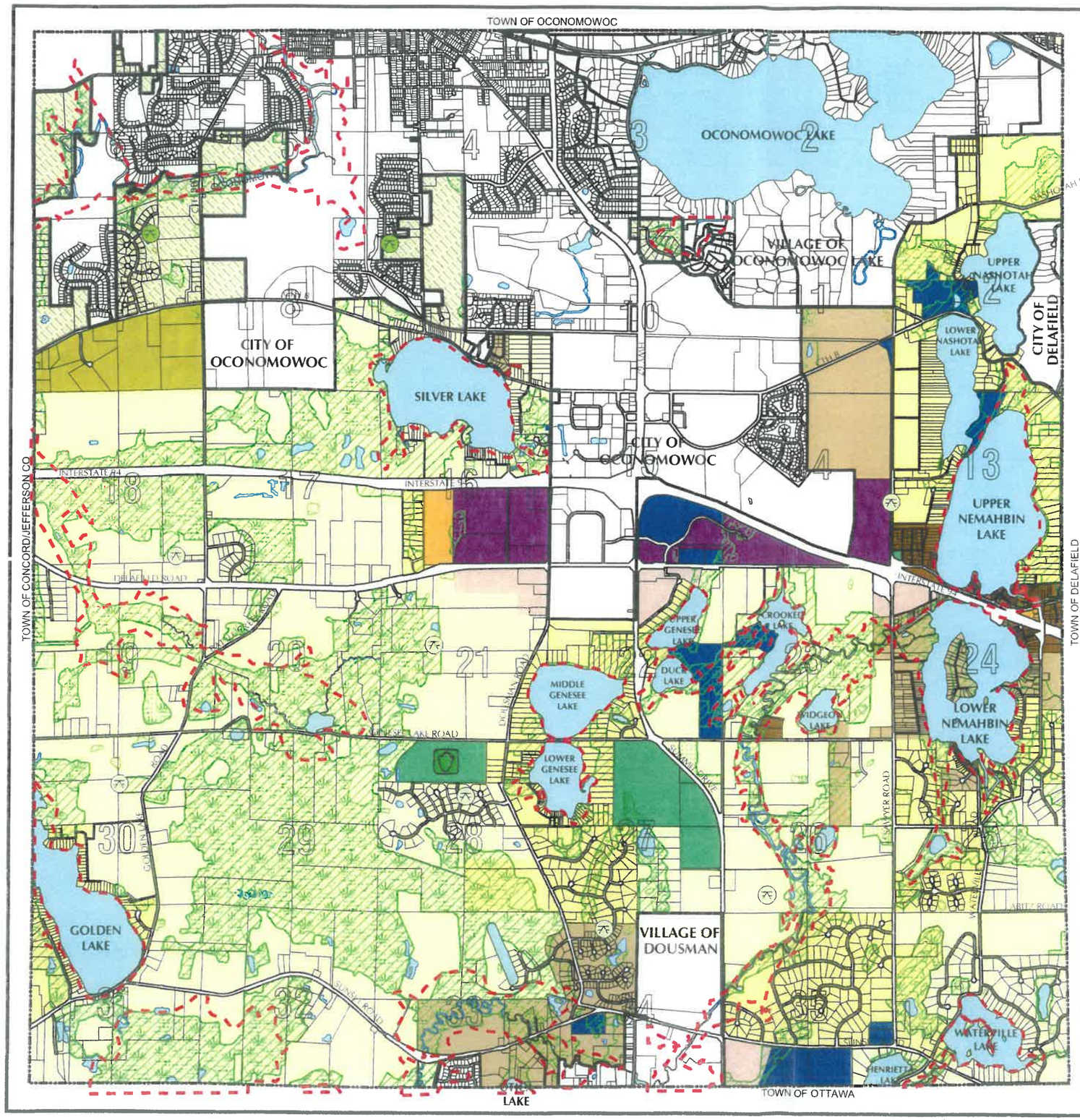
0 2,000 4,000 8,000 Feet

YAGGY COLBY ASSOCIATES

Map created January 9, 2009
YCA Project # 3308-243

MAP 6
TOWN OF SUMMIT
FUTURE LAND USE MAP

Original Adoption June 4, 2001
Amended Through March 12, 2008
Reformatted November 26, 2008 for
Boundary Agreement



Legend

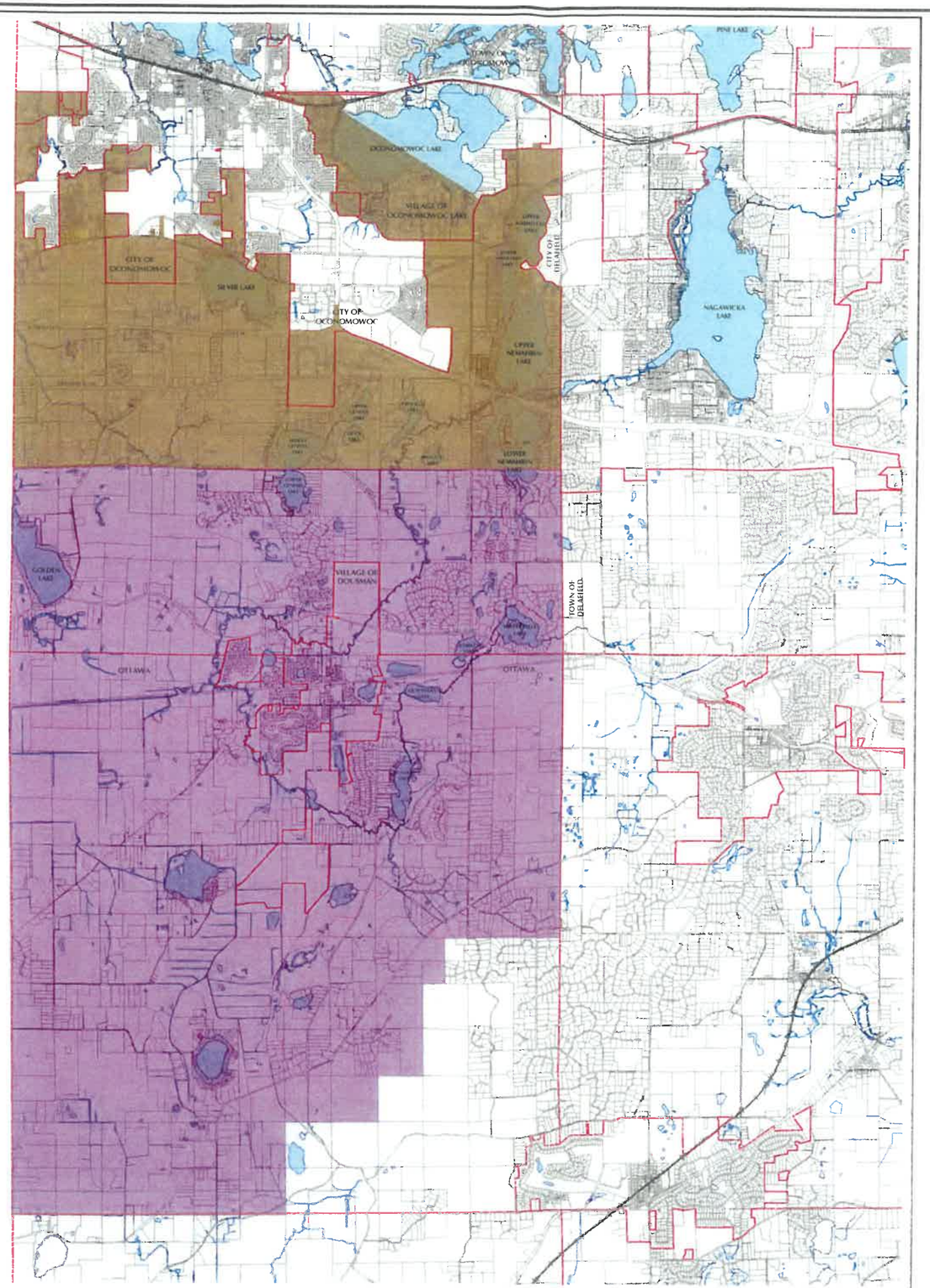
- SF Residential 2.4-acre
- SF Residential 1.6-acre
- SF Residential 0.8-acre
- SF Residential 0.6-acre
- MF Residential 6 D.U.A.
- Institutional
- Commercial/Office
- Mixed Use
- Industrial/Business Park
- Special District
- Park/Recreational
- Primary Environmental Corridor
- Secondary Environmental Corridor
- Isolated Natural Resource Area
- Wetlands
- Neighborhood Park
- Neighborhood Park (City)
- Community Park
- Ceded to City of Oconomowoc by 2010
- FEMA Floodplain Boundary
- Municipal Boundaries

N W E S

0 1,600 3,200 6,400 Feet

YAGGY COLBY ASSOCIATES

MAP 7
SUMMIT AND DOUSMAN FIRE DEPARTMENT DISTRICTS



Legend

- SURFACE WATER
- MUNICIPAL BOUNDARIES
- PARCEL AND ROW LINES
- SUMMIT FIRE DEPT. DISTRICT
- DOUSMAN FIRE DEPT. DISTRICT

SOURCES: Town of Summit, SEWRPC, and Waukesha County

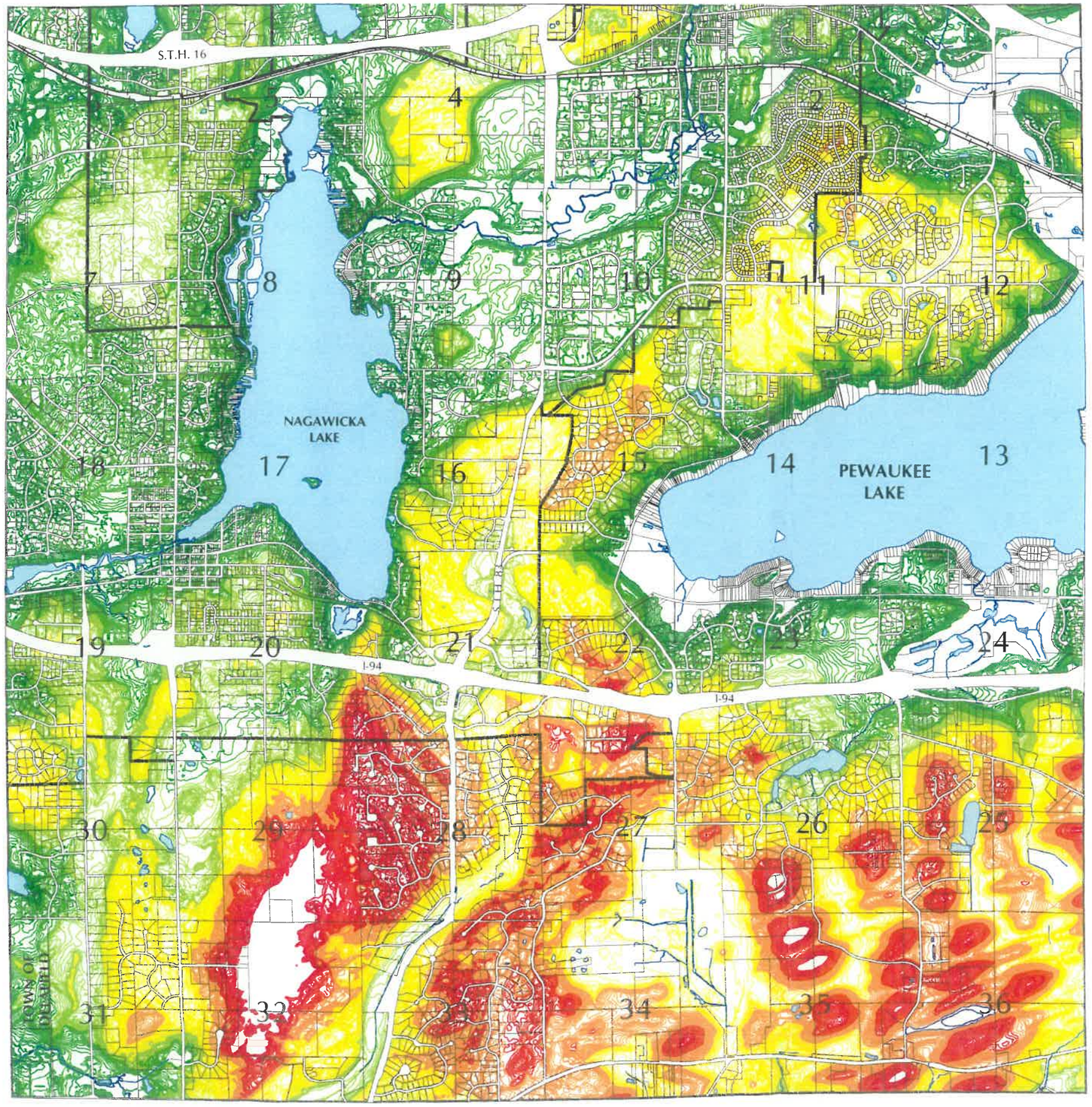
N
W E
S

0 3,450 6,900 13,800 Feet

YAGGY COLBY ASSOCIATES

Map created January 12, 2009
YCA Project # 3308-245

MAP 8
TOPOGRAPHY IN THE DELAFIELD TOWNSHIP



Legend

ELEVATION IN FEET ABOVE SEA LEVEL

- 882.000000 - 911.000000
- 911.000001 - 940.000000
- 940.000001 - 969.000000
- 969.000001 - 998.000000
- 998.000001 - 1027.000000
- 1027.000001 - 1056.000000
- 1056.000001 - 1085.000000
- 1085.000001 - 1114.000000
- PARCEL AND ROW LINES
- SURFACE WATER

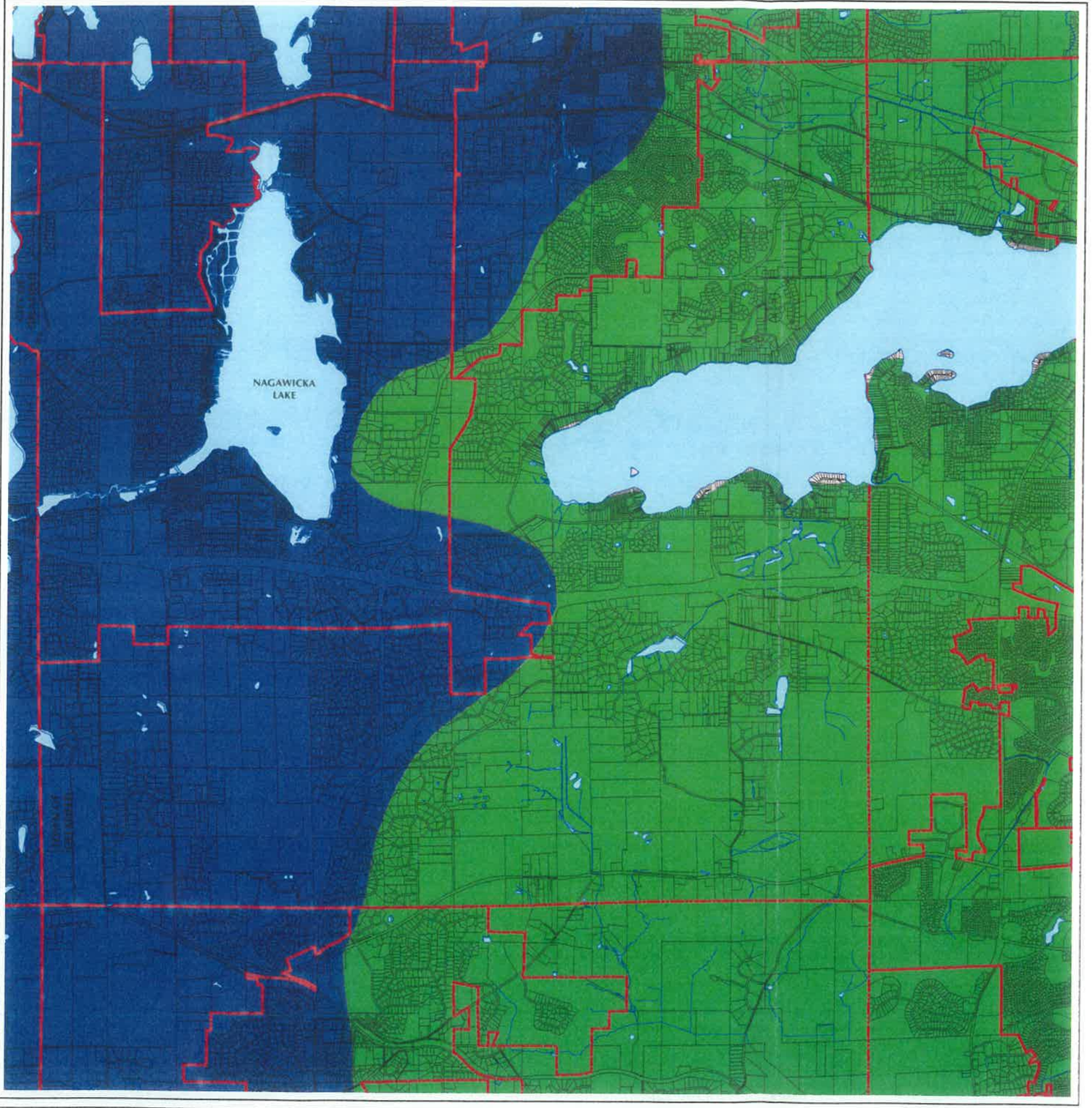
SOURCES: WDNR, Waukesha County, Town of Summit

N
W E
S

0 1,600 3,200 6,400 Feet

YAGGY COLBY ASSOCIATES

Map created November 24, 2008
YCA Project # 3308-245



MAP 9
GENERAL SOIL ASSOCIATIONS IN THE DELAFIELD TOWNSHIP

Legend

SOIL ASSOCIATIONS:

- WATER
- RODMAN-FOX-CASCO
- THERESA-PELLA-HOCHHEIM
- MUNICIPAL BOUNDARIES
- PARCEL AND ROW LINES
- SURFACE WATER

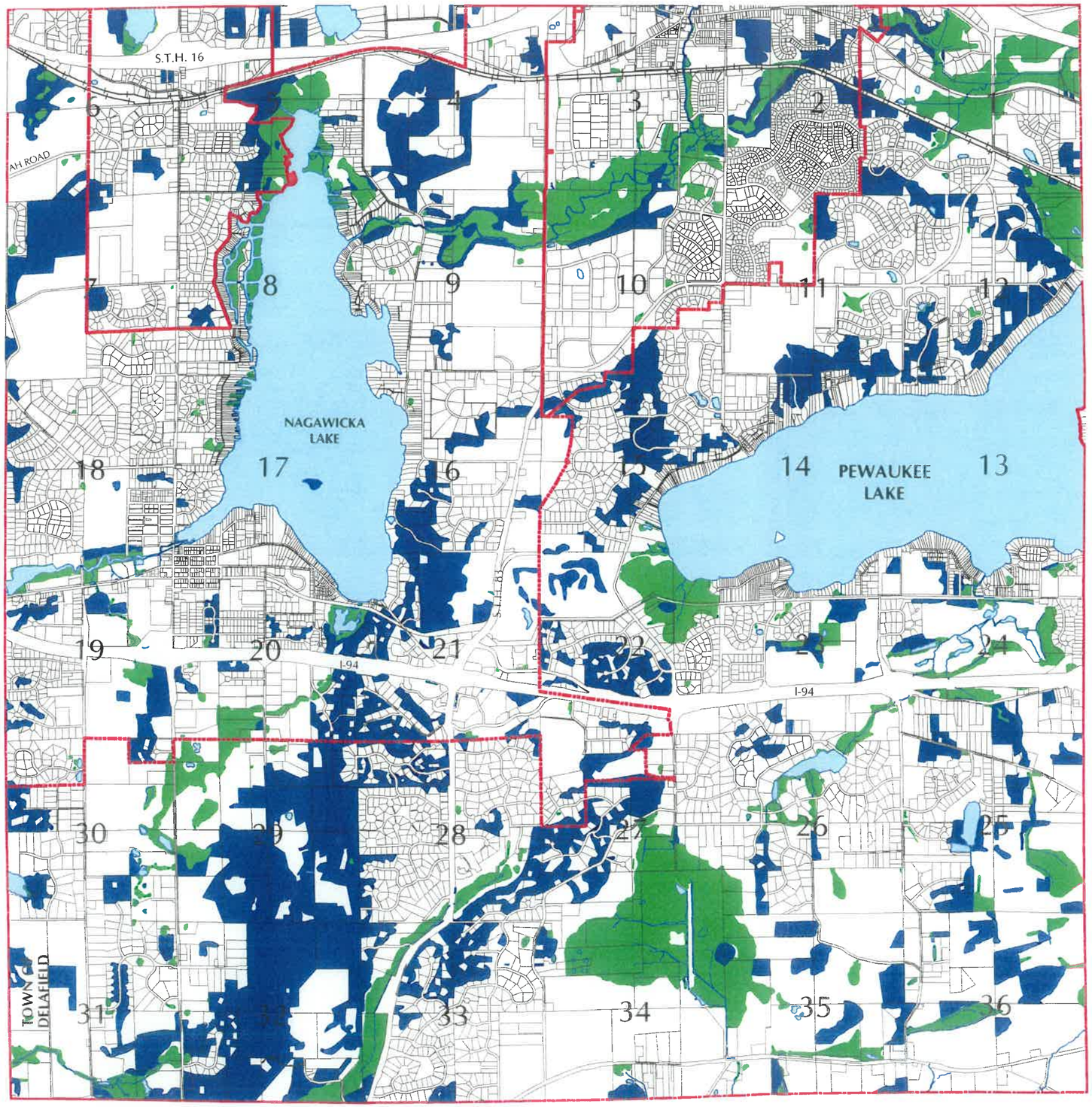
N
W E
S

0 2,000 4,000 8,000 Feet

YAGGY COLBY ASSOCIATES

Map created January 12, 2009
YCA Project # 3308-245

MAP 10
WETLANDS, WOODLANDS, AND SURFACE WATER IN THE DELAFIELD TOWNSHIP



LEGEND

- WETLANDS
- WOODLANDS
- PARCEL AND ROW LINES
- SURFACE WATER
- MUNICIPAL BOUNDARIES

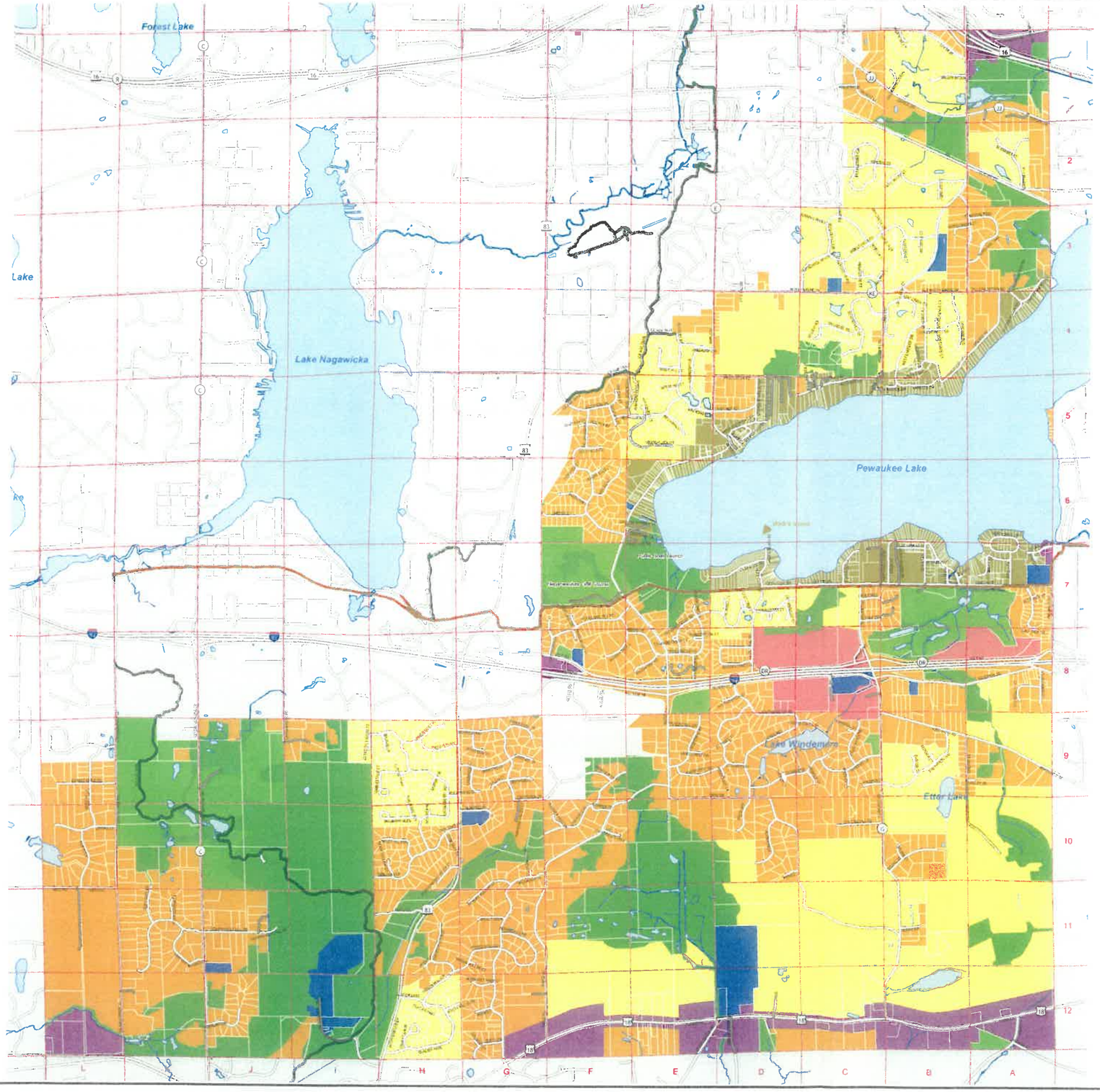
SOURCES: WWI-2005, SEWRPC 2000 Land Use, Waukesha County

N
W E
S

0 1,600 3,200 6,400 Feet

YAGGY COLBY ASSOCIATES

Map created January 9, 2009
YCA Project # 3308-243



TOWN OF DELAFIELD LAND USE MAP

July 5th, 2005
TOWN 7 NORTH RANGE 18 EAST
WAUKESHA COUNTY, WISCONSIN

Town of Summit
Cooperative Boundary
Agreement Map # 11

LEGEND

- Conventional Residential
- I-94 Corridor Development
- Pewaukee Lake Redevelopment
- Roadside Mixed-Use Development
- Rural Residential
- Conservation
- Recreational
- Institutional
- Private Roads
- Lake Country Trail
- Ice Age Trail

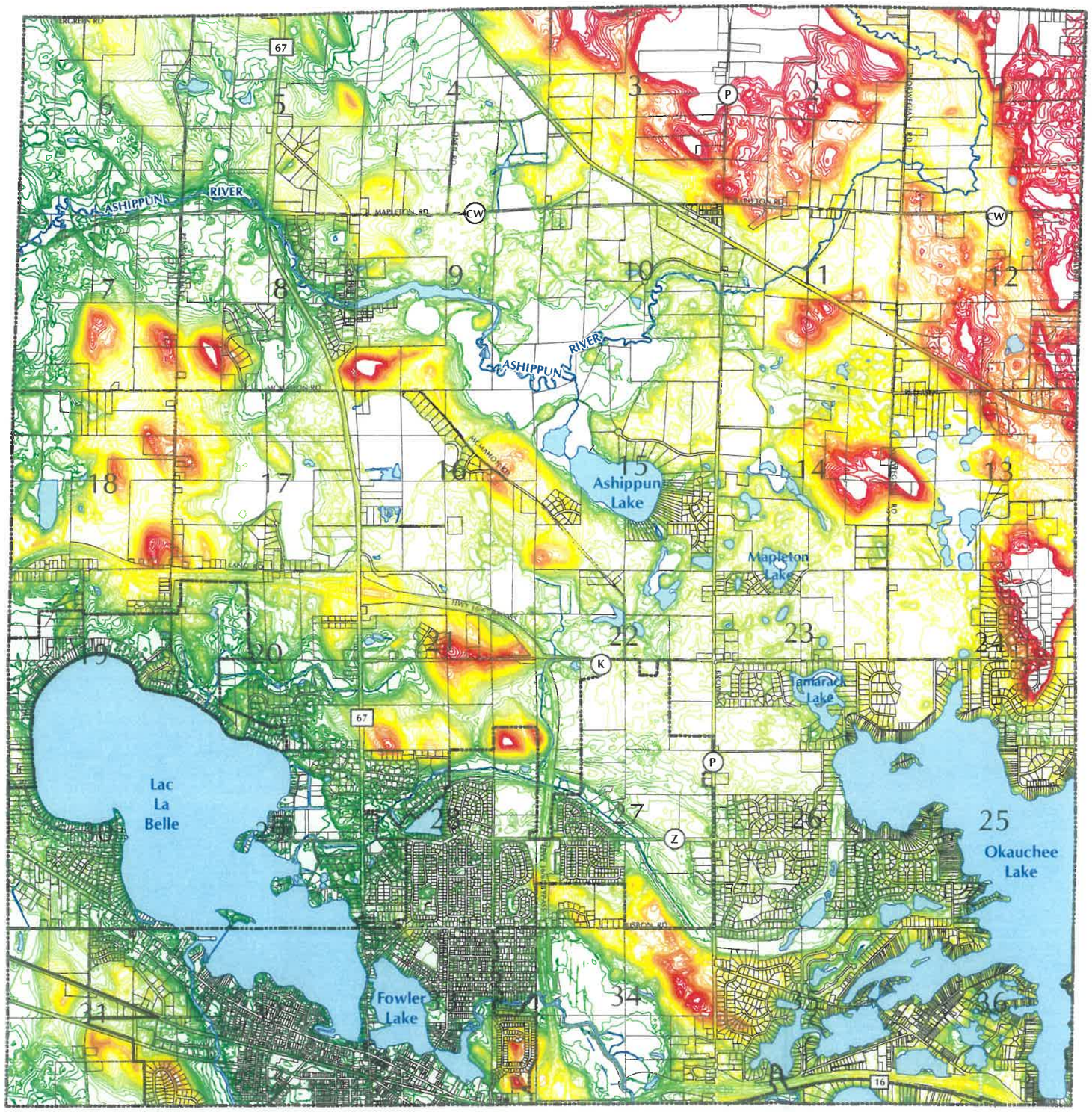
ABITZ RD: L10, L11
ALBERTA DR: G10
ANGELA AV: B7
ARBOR DR: E8
BALSAM LA: H9
BASQUE CT: B9
BEACH PARK CIR: A6, A7
BEACH RD: A7
BEDOUIN CT: B9
BITTERSWEET LA: C5
BLODWEN DR: D10
BOYS SCHOOL RD: I12
BRANDYBROOK RD: D12, E12
BROKEN BOW TR: F9
BROOKSTONE CIR: D8
BRYN DR: B11, C10, C11, D10, D9, E10, E9
BUNKER HILL TR: G9
BURNING TREE CT: C3
BUTTERNUT RIDGE CT: I9
CAMBRIDGE CT: G9
CAPITOL DR: A1, A2, B1, C1
CASTLE COMBE CT: C9
CATHEDRAL CT: C9
CHEROKEE TR: F10, F9
CHERRY LA: A10, A9
CHRISTOPHER WAY: H11
CHURCHVIEW DR: C9
CLOVER PARK: H9
CLOVERLEAF CT: A8
CLOVERLEAF LA: A8
COBBLESTONE CT: H9
COLDWATER CREEK: B1
CONCORD CT: G9
CONCORD LA: G9
CONSERVANCY DR: B4
COUNTRY CT: G12
CROOKED CREEK CT: E8
CROOKED CREEK RD: D7, E7, E8
CRYSTAL SPRINGS DR: E6
CTY TK C: J12, J9, K9
CTY TK JJ: A1
CTY TK JK: B1
CUSHING PARK RD: K10, K11, K12, K9, L10, L11, L12, L9
DOMECKI CT: A7
DRY CREEK CT: C3
EDGEWATER DR: A7
ELIZABETH CT: B7
ELMHURST DR: C7, C8
ELMHURST RD: B10, B11, B12, B8, B9, C12, C7, C8, C9
ERIN WAY: K11
FAIRFIELD WAY: G9
FAIRWAY CT: F6
FARM VALLEY CT: B2
FIELDING LA: C2, C3
FIELDWOOD DR: F5
FOREST RIDGE RD: K9, L9
FORSETH DR: C1
FOXFIELD CT: C3
FOXWOOD CT: F5
FOXWOOD DR: F5
FRANCISCAN RD: D4, D5, E4
GLACIER PASS: H12
GLACIER RD: A2
GLEN COVE RD: D7, D8
GLEN OAKS DR: K10, K11
GOLF HILLS DR: F5, F6
GOLF RD: A8, B8, C8, D8, E8, F8
GOLF RDG: B7, C7
GOLF VIEW CT: A7
GOLF VIEW DR: A7, A8
GOVERNMENT HILL RD: J11, K11
GRANDHAVEN DR: E5
GRAY FOX RUN: H12
GREAT HILL CT: E5
GREY FOX CT: F5
GREYWOOD LA: F7, F8
HAPPY HOLLOW RD: C7
HARTFORD CT: G9
HAWKSNEST CT: E5
HAWKSNEST RD: D5, E5
HAWKSNEST TRAIL: E4, E5, F5
HEATHER HL: H10
HERMIE LA: D10
HICKORY HILL DR: E9
HICKORY HOLLOW CT: G10, G11
HIDDEN CREEK CT: D7
HIDDEN HOLLOW CT: G11, H11, H12
HIGH RIDGE RD: E8
HIGHLAND CT: B2
HILLCREST DR: C3, C4, C5, D5
HILLSIDE DR: E8, F8
HUCKLEBERRY WAY: H10, H9
HUNTSMAN CT: B3
HY16: A1, B1
I94: A8, B8, C8, D8, E8, F8
ICE AGE TRAIL: E4, F5, H11, I10, I11, I12, J10, K10, K9
IMPERIAL DR: B2, C2, D4
IRWIN CT: G12
JUNGBLUTH RD: B1
JUNIPER TER: H9
KESWICK CT: C9
KETTLE CT: F9
KETTLE MORAINE DR: J10, J11, J12, J9, K10, K11, K9
KINGS WAY: C9, D10, D9
LAKE COUNTRY TRAIL: A7, B7, C7, D7, E7, F7
LAKESIDE DR: B4, B5
LAKESIDE RD: A3, A4, B3, B4, B5
LAKESIDE RDG: B4
LAKEWOOD LA: B4
LANG UDSIGT CIR: E9
LAPHAM LA: L10
LAPHAM PEAK RD: I9, J9
LAPHAM PEAK TRAIL: J10
LARKSPUR CT: C9
LOCUST LA: D5
LONGVIEW CT: F6
LOST CREEK CT: B3, B4
LOST TREE CT: D7
LOUIS AV: B6, B7
LYNNDALE RD: A1
MADISON ST: A12
MAPLE AV: D3, D5, E10, E4, E5, E6, E7, E8, E9, F10, F11, F12, F6, F7, G10, G11, G12
MAPLEFIELDS PATH: F10
MARGARET MARY CT: G12
MARY CT: H11
MCDOWELL RD: E9
MEADOW LA: L10, L9
MEADOWS BLVD: G9, H9
MIDDLEFIELD RD: B3, C3
MILLRIDGE RD: C4
MOHAWK TR: F10
MORAINE FARM RD: D12
MOZART RD: C4
NORMS RD: B11
NORTH SHORE CT: A3, B3
NORTH SHORE DR: A1, A2, B1, B2, B3, C3, C4, D3, D4
NORTHVIEW RD: A9, B9
OAK LA: B7
OAKTON MANOR DR: B6, B7
OAKTON RD: A7, B7, C7
OAKWOOD GROVE RD: D4, D5
OLD NORTH SHORE DR: A3, B2, B3, B4
OLD SCHOOL HOUSE RD: C3, C4
ORCHARD AV: C4, C5
OVERLOOK CT: F6
PARTRIDGE RUN: H10, H9
PHYLLIS PKWY: G9, H9, I9
PINE RIDGE CIR: H9
POPLAR DR: C4, C5
PRAIRIE WIND CIR: C2
PRAIRIESIDE CT: C3
PRAIRIEWOOD CT: D7
PROSPECT AV: A7, A8
RAVINE CT: F6
RED FOX CT: F5
RED HAWK CT: E5
RED HAWK RD: E5, F5
RED OAK CT: F5
ROAD DT: A12
ROBIN LA: H11
ROCKY HILL GLEN: H12
ROOKERY RD: E4
ROUND HILL CIR: C3
RUCCI DR: G12
RUSTIC LA: L10
SALEM CT: G9
SANDY HOLLOW CT: H10
SCUPPERNONG DR: G10, G9, H10, H11, H12
SCUPPERNONG VALLEY CT: G10, H10
SETTLEMENT CT: G10
SHADOWOOD PT: F7, F8
SHADY LA: D5
SHAGBARK GLEN: H10
SHANNON LA: J11, K11
SHEL MAR DR: D5
SHEPHERDS WAY: B9, C9
SHOREWOOD RD: D5
SILVERNAIL RD: A8, B8, C8, D8, E8
SILVERWOOD LA: E7, E8, F7, F8
SOMERSET CT: A2
SOMERSET LA: A2
SOUTHAMPTON CT: D8
SOUTHAMPTON DR: C9, D8, D9
ST JAMES CT: D9
ST JAMES WAY: D8, D9
STILLMEADOW RD: C3
STONE FENCE CT: B4
STONEBRIDGE CT: E7
STUART DR: B6, B7
SUMMERHILL RD: B4, C4
SUMMIT AV: A12, B12, C12, D12, E12, F12, G12
SYLVAN CT: B10
SYLVAN TR: B10
TALL TREE CT: C3
TAYLORS WOODS RD: A3, A4
THAMES CT: D9
THAMES RD: C9, D9
THOMAS RD: C8
THUNDERHEAD TR: F10
TIMBER HILL CT: E4
TIMBERBROOK CT: E8
TIMBERBROOK RD: E7, E8
TIMBERLINE CIR: J12
TOLBERT LA: C1
TREELINE CT: C3
TWIN OAKS DR: G10, H10
VALLEY DR: A9
VENTURE HILL RD: B10, C10
WALNUT HOLW: G11
WESTLAKE CIR: F7
WESTWIND DR: E6, F6
WHITE TAIL RUN: H10
WILD FLOWERS CT: K11
WILD ROSE CT: B1
WILDWOOD TR: F10, G10, G11, G12
WILLOW BROOK CT: B1
WILLOW HILL RD: E8
WIND RIDGE CT: D7
WINDRIFT CT: C9
WINDRIFT LA: C9
WINDRUSH CIR: E4, E5
WOODCREST CT: D9
WOODCREST DR: D9, E9
WOODGATE CT: B4
WOODLAND HILL DR: E7, F7, F8
WOODLINE CT: B3
WOODS EDGE CT: F6
YORKSHIRE TRAC: A3
YORKTOWN CT: G9

0 1,500 Feet
1 inch equals 1,500 feet

Map Created By:
R.A.SMITH

Approved by the Delafield Town Board August 23, 2005

MAP 12
TOPOGRAPHY IN THE OCONOMOWOC TOWNSHIP



LEGEND

ELEVATION IN FEET ABOVE SEA LEVEL:

- 949 - 960
- 938 - 949
- 927 - 938
- 916 - 927
- 905 - 916
- 894 - 905
- 883 - 894
- 872 - 883
- 861 - 872
- 850 - 861

PARCEL AND ROW LINES

MUNICIPAL BOUNDARY

SURFACE WATER

Source: Waukesha County, Town of Summit

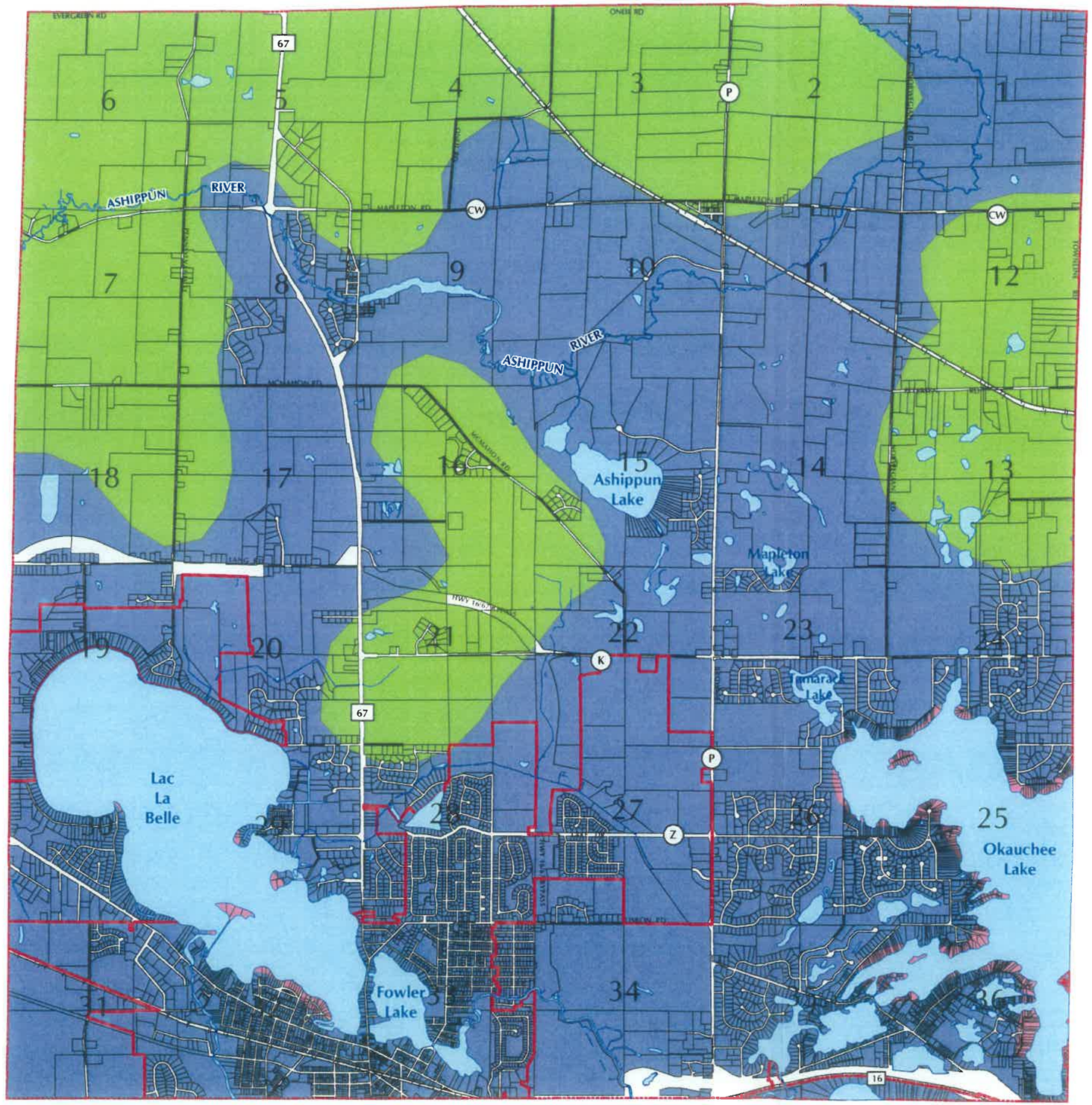
N
W E
S

0 1,600 3,200 6,400 Feet

YAGGY COLBY ASSOCIATES

Map created November 24, 2008
YCA Project # 3308-245

MAP 13
SOILS IN THE OCONOMOWOC TOWNSHIP



LEGEND

SOIL ASSOCIATIONS:

- WATER
- RODMAN-FOX-CASCO
- THERESA-PELLA-HOCHHEIM
- PARCEL AND ROW LINES
- MUNICIPAL BOUNDARY
- SURFACE WATER

Source: Waukesha County, Wisconsin Geological and Natural History Survey.

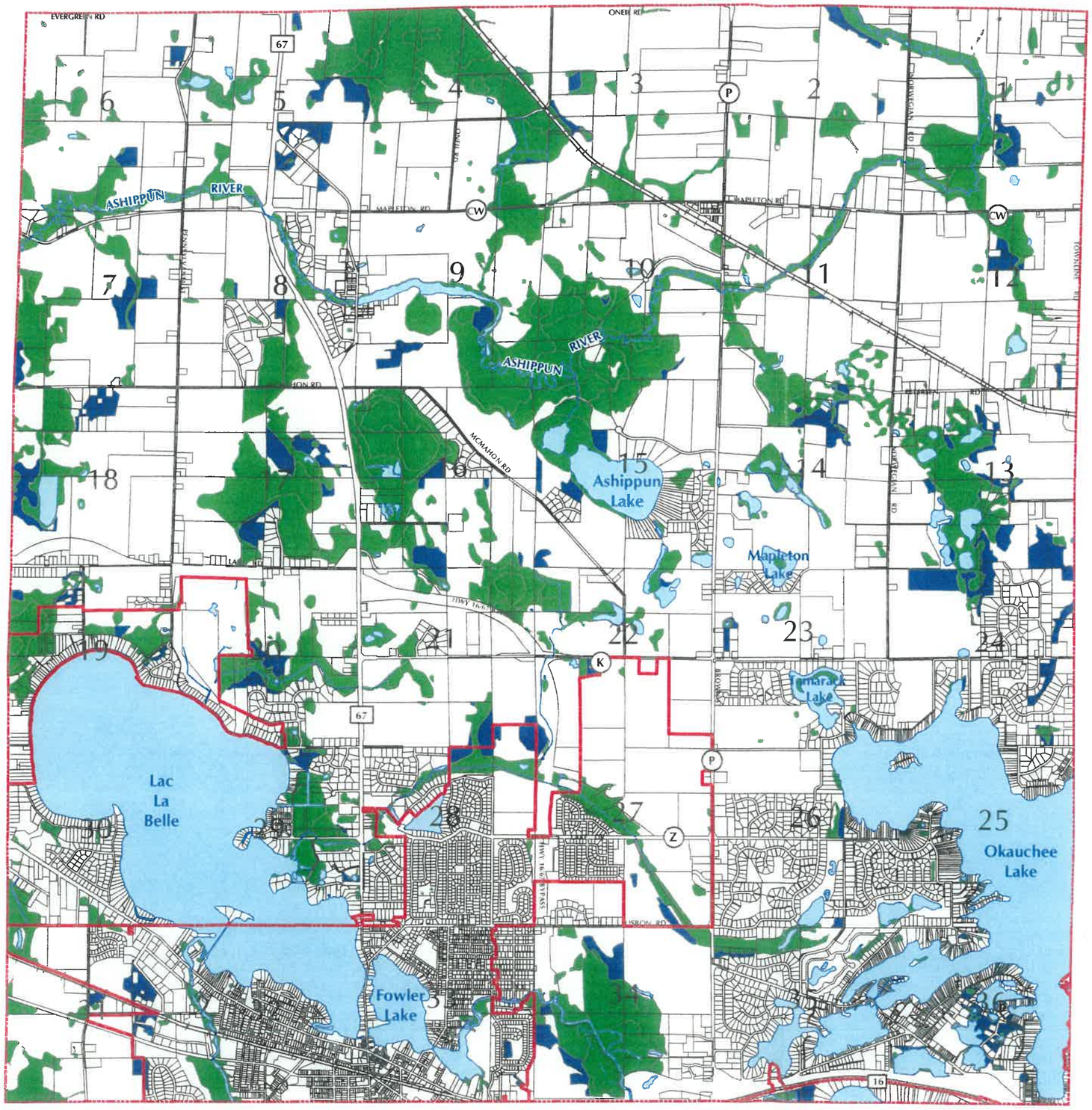
N
W E
S

0 1,600 3,200 6,400 Feet

YAGGY COLBY ASSOCIATES

Map created November 24, 2008
YCA Project # 4108-245

MAP 14
WOODLANDS, WETLANDS, AND SURFACE WATER IN THE OCONOMOWOC TOWNSHIP



LEGEND

- WETLANDS
- WOODLANDS
- PARCEL AND ROW LINES
- MUNICIPAL BOUNDARIES
- SURFACE WATER

Source: Waukesha County, Wisconsin Wetland Inventory 2005, SEWRPC 2000 Land Use

N
W E
S

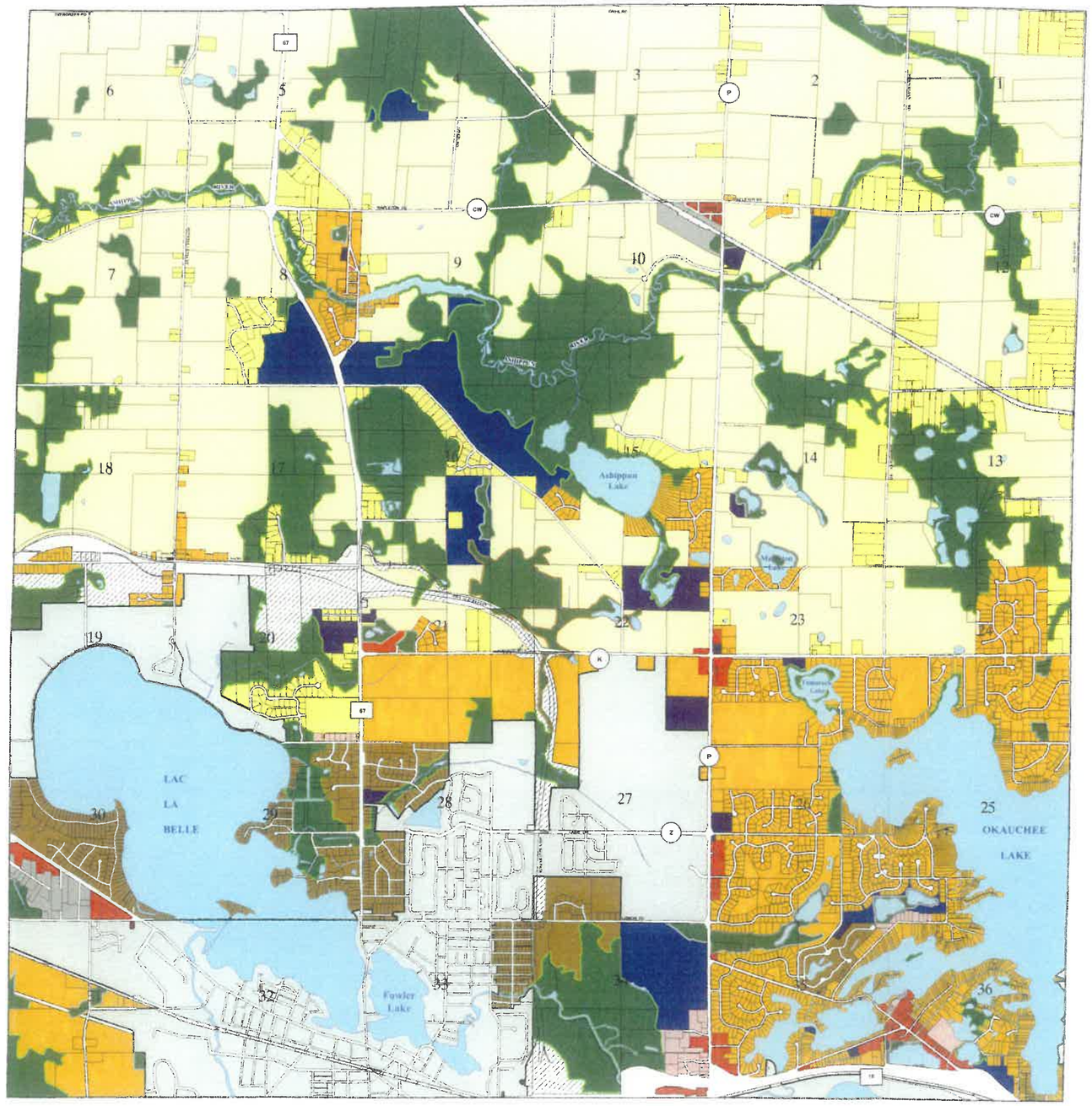
0 1,600 3,200 6,400 Feet

YAGGY COLBY ASSOCIATES

Map created January 9, 2009
YCA Project # 3308-245

Map 15a

TOWN OF OCONOMOWOC LAND USE PLAN



LEGEND

- Prime Agricultural
- Five Acre Agricultural
- Low Density Residential
- Medium Density Residential
- Multi-Family Residential
- Commercial
- Industrial
- Institutional
- Recreational
- Lands within Corporate Limits
- Transportation, Utility, and Communication
- Primary Environmental Corridor
- Secondary Environmental Corridor
- Isolated Natural Resource Area

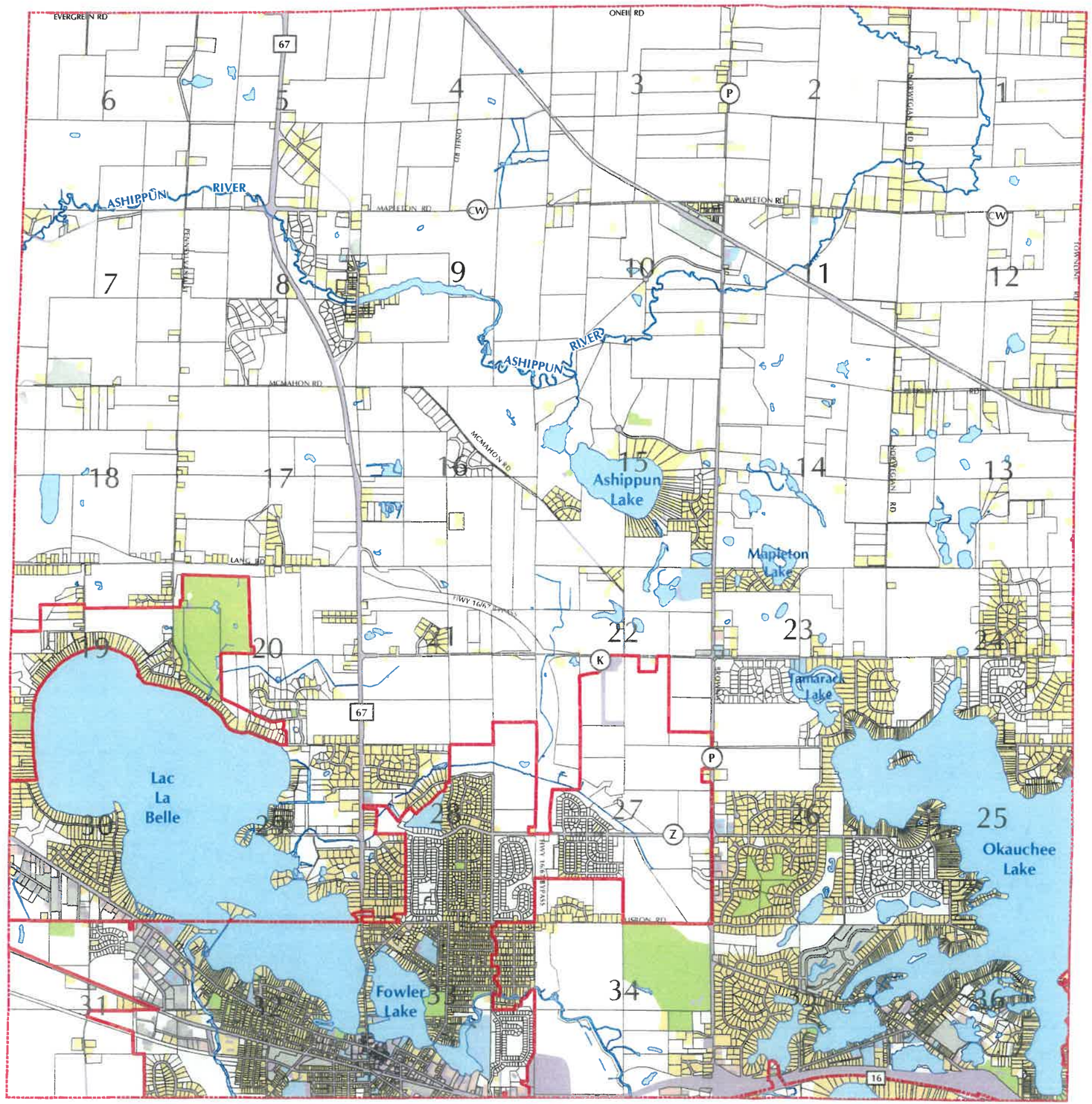
0 0.25 0.5 1 1.5 2 Miles

N W E S

YAGGY COLBY ASSOCIATES

Prepared by Yaggy Colby Associates June 3, 2008
Corrected August 21, 2008

MAP 15b
EXISTING LAND USE IN THE OCONOMOWOC TOWNSHIP IN 2000



LEGEND

- PARCEL AND ROW LINES
- MUNICIPAL BOUNDARY
- SURFACE WATER
- RESIDENTIAL
- COMMERCIAL
- TRANSPORTATION / UTILITIES
- GOVERNMENT / INSTITUTIONAL
- RECREATIONAL
- AGRICULTURAL / UNUSED / OPEN LANDS

Source: Waukesha County

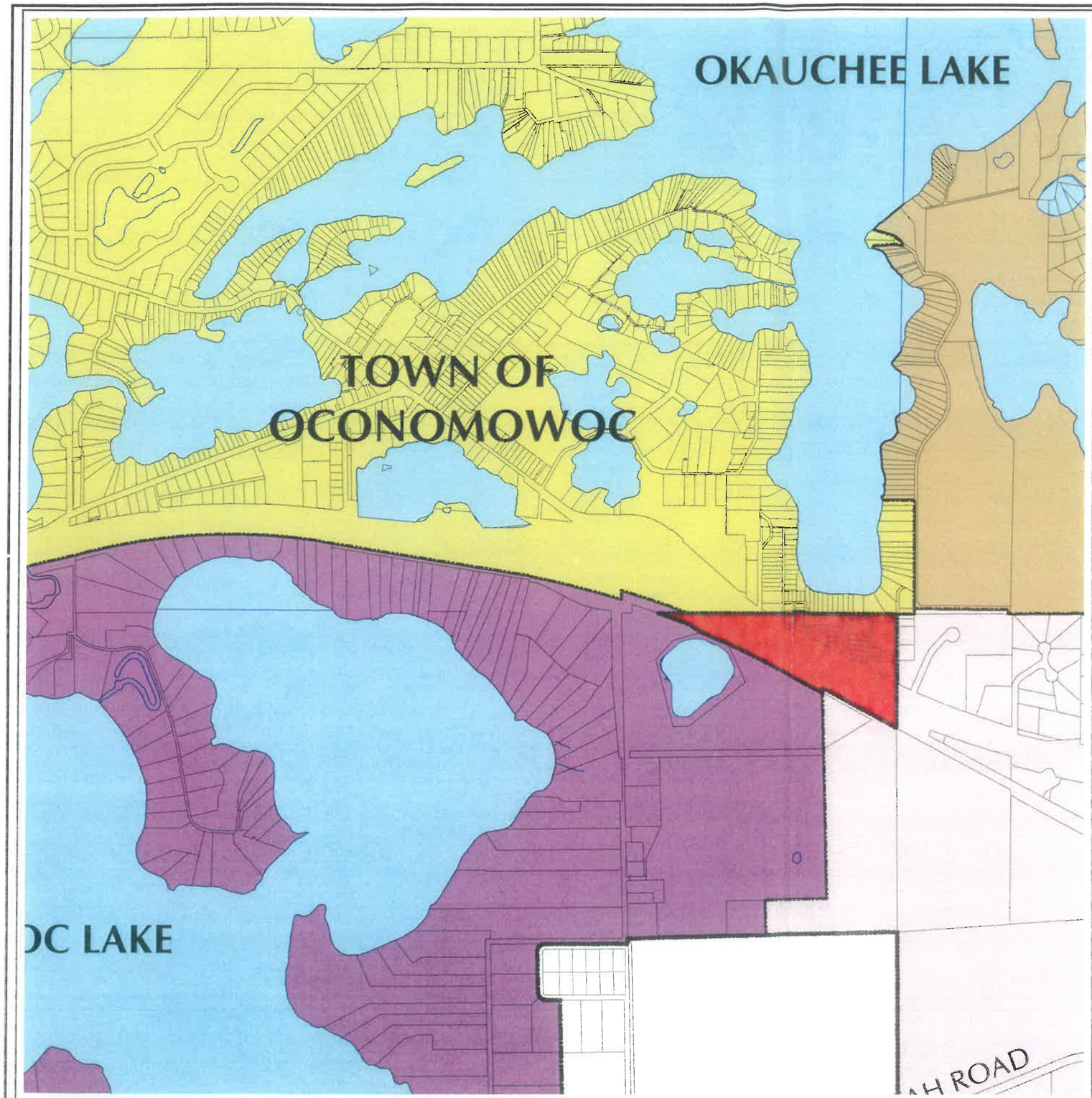
N
W E
S

0 1,600 3,200 6,400 Feet

YAGGY COLBY ASSOCIATES

Map created January 9, 2009
YCA Project # 3308-245

MAP 16
LAND TO BE TRANSFERRED TO THE TOWN OF OCONOMOWOC



Legend

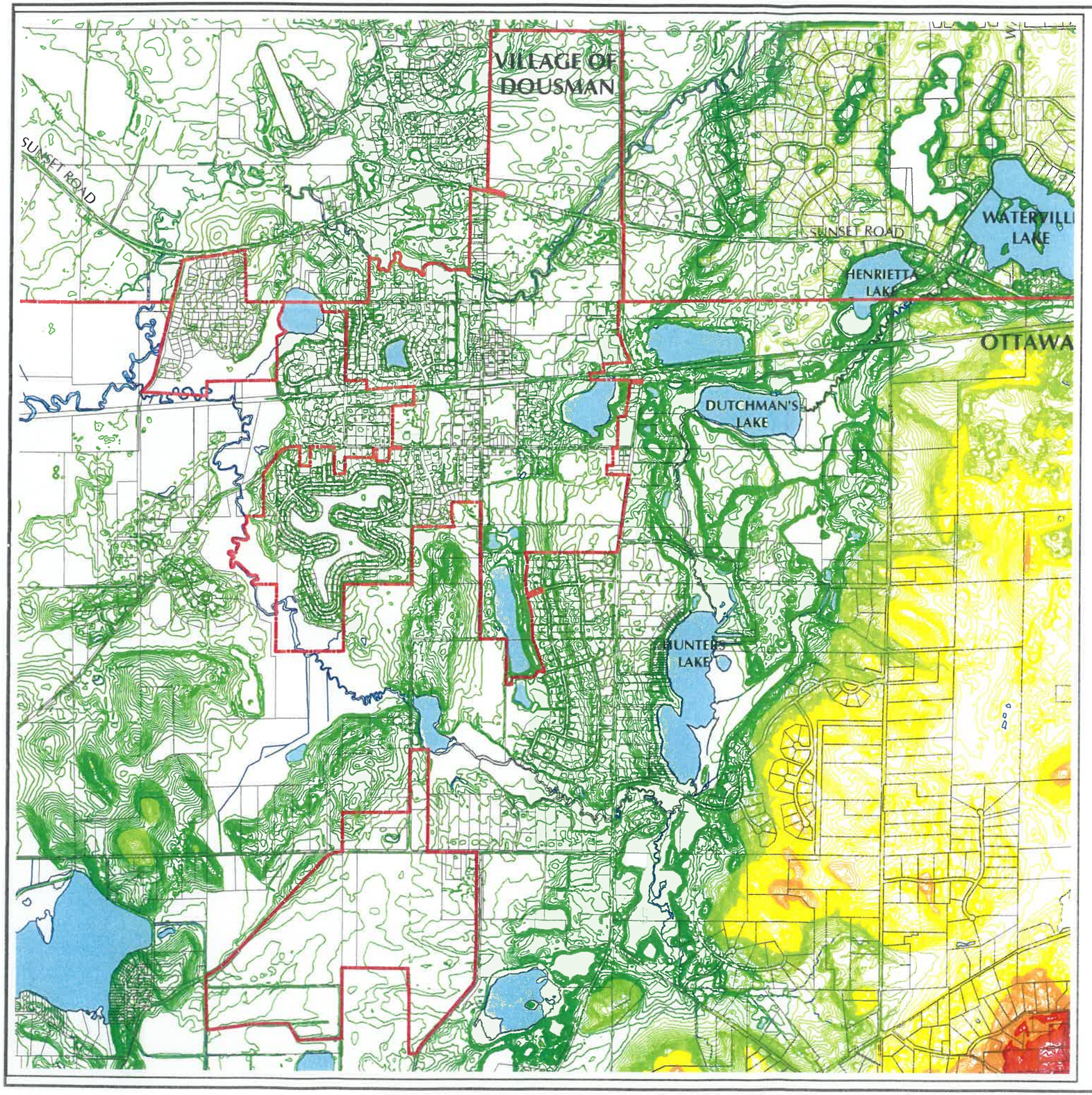
- LAND TO BE TRANSFERRED FROM THE TOWN OF SUMMIT TO THE TOWN OF OCONOMOWOC
- CITY OF DELAFIELD
- TOWN OF MERTON
- TOWN OF OCONOMOWOC
- TOWN OF SUMMIT
- VILLAGE OF OCONOMOWOC LAKE
- PARCEL AND ROW LINES
- SURFACE WATER

N
W E
S

0 495 990 1,980 Feet

YAGGY COLBY ASSOCIATES

Map created November 14, 2008
YCA Project # 3308-245



MAP 21
TOPOGRAPHY IN THE VILLAGE OF DOUSMAN

Legend

ELEVATION IN FEET ABOVE SEA LEVEL

- 800.000000 - 850.000000
- 850.000001 - 900.000000
- 900.000001 - 950.000000
- 950.000001 - 1000.000000
- 1000.000001 - 1050.000000
- 1050.000001 - 1100.000000
- 1100.000001 - 1150.000000
- MUNICIPAL BOUNDARIES
- PARCEL AND ROW LINES
- SURFACE WATER

N
W E
S

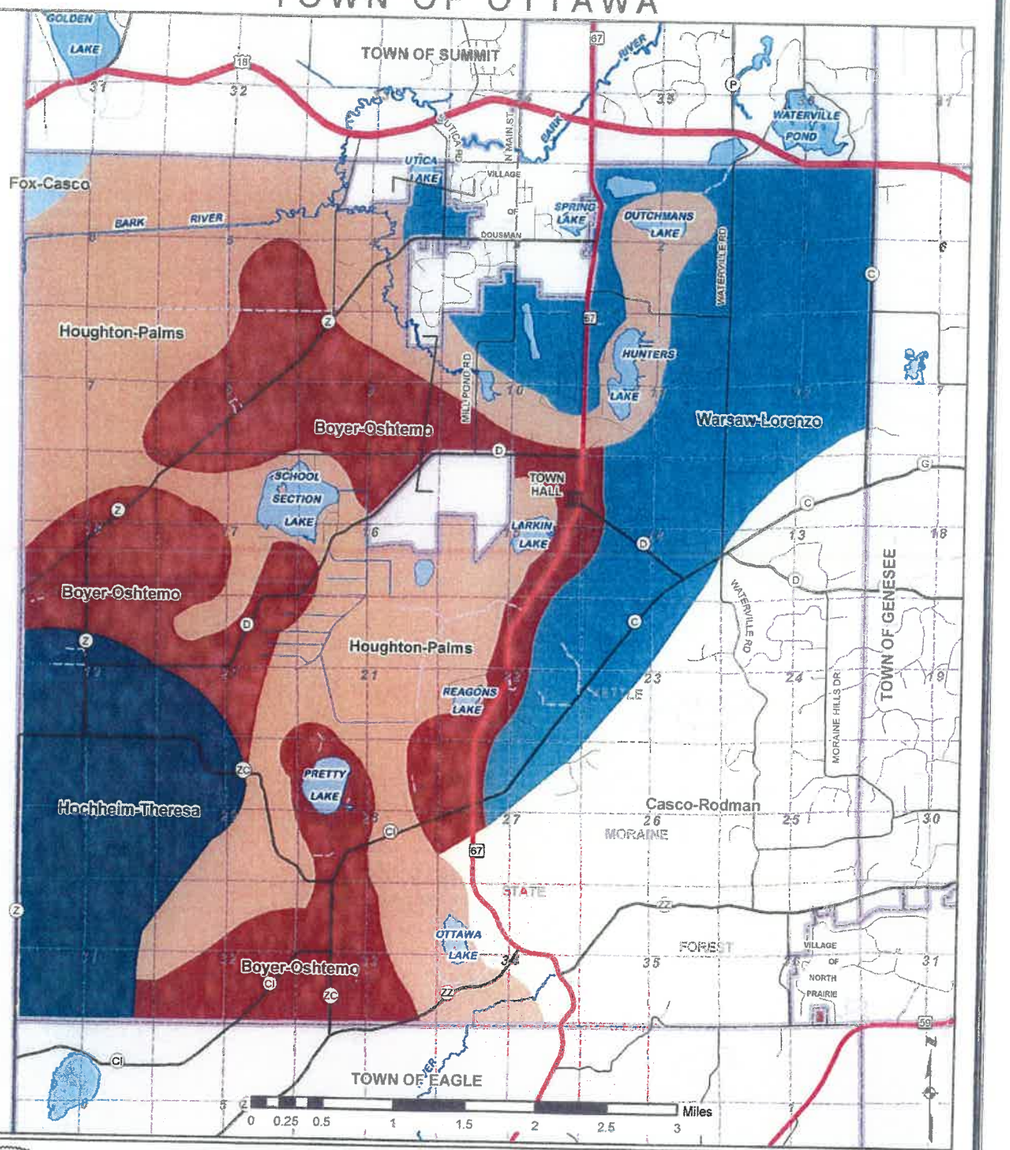
0 1,000 2,000 4,000 Feet

YAGGY COLBY ASSOCIATES

Map created January 12, 2009
YCA Project # 3308-245

Town of Summit Cooperative
Boundary Agreement Map # 18

GENERAL SOIL ASSOCIATIONS
TOWN OF OTTAWA



Soil Associations in the Town of Ottawa

Boyer-Oshtemo: Well-drained soils that have a subsoil of clay loam; Moderately deep over sand and gravel, on outwash plains and river terraces

Houghton-Palms-Adrian: Very poorly drained organic soils in depressions on old lake beds and on floodplains

Rodman-Cescu: Excessively drained to well-drained soils that have a subsoil of gravelly sandy loam and clay loam; Shallow over gravel and sand, on the Kettle Moraine

Fox-Casco: Well-drained soils that have a subsoils of clay loam; Moderately deep to shallow over sand and gravel, on outwash plains and stream terraces

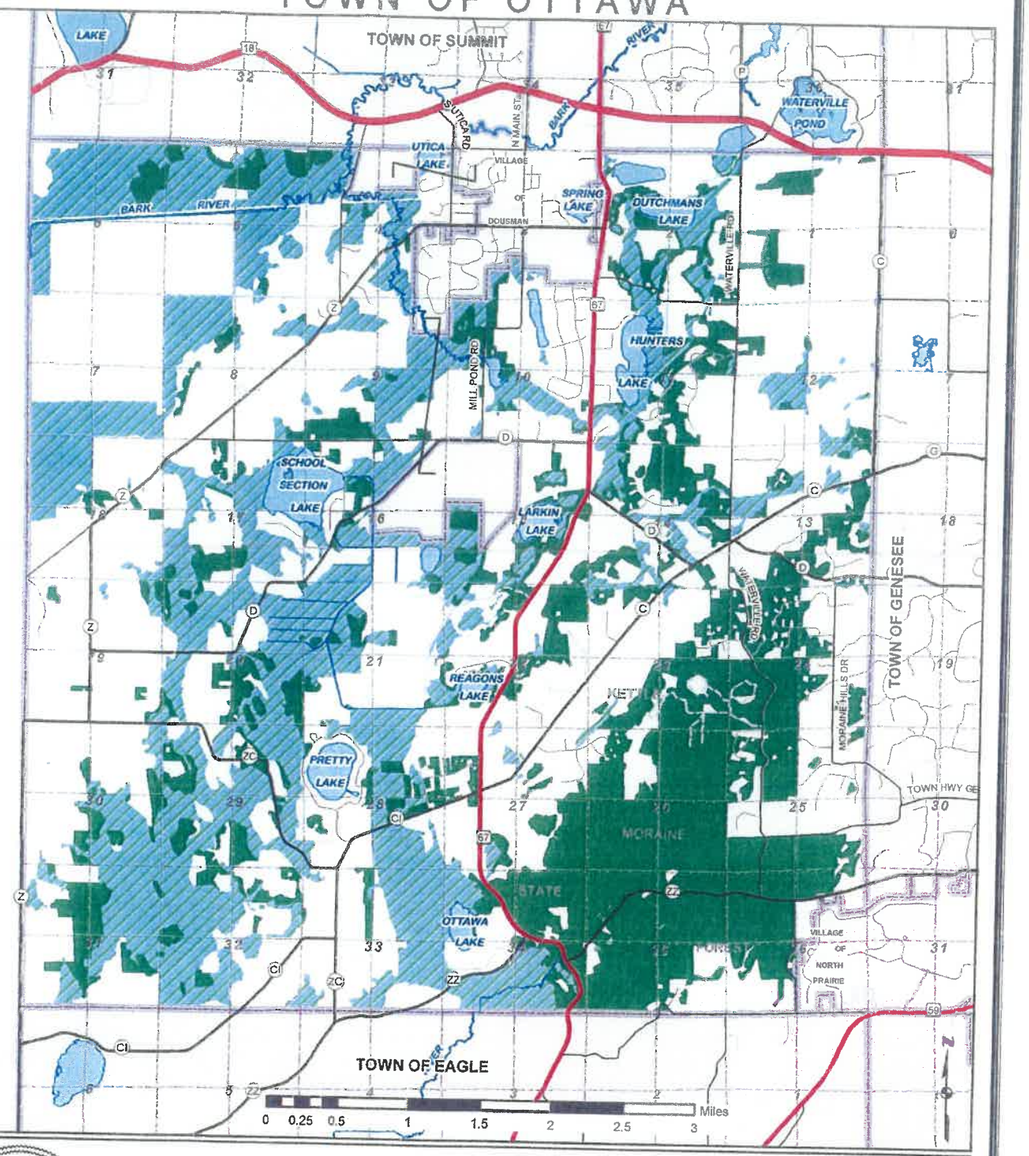
Warsaw-Lorenzo: Well-drained soils that have a subsoil of clay loam; Moderately deep over sand and gravel, on outwash plains and river terraces

Hochheim-Theresa: Well-drained soils that have a subsoil of clay loam and silty clay loam; Formed in thin loess and loam glacial till on ground moraines

Prepared by the Waukesha County Department of Parks and Land Use February 2006 *Source: NRCS*

Town of Summit Cooperative
Boundary Agreement Map # 19

WETLANDS AND UPLAND WOODS
TOWN OF OTTAWA



Land Use Categories

Woodlands

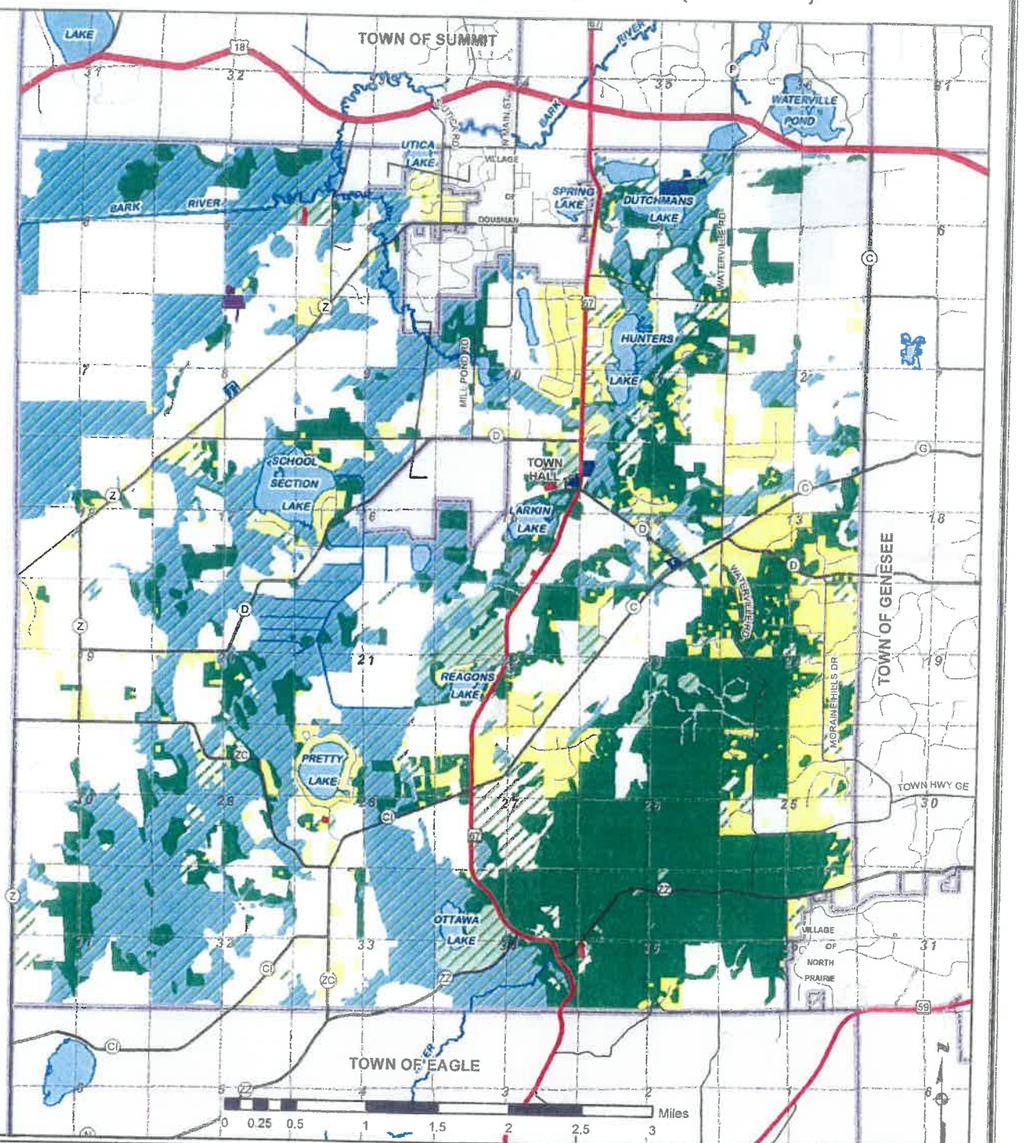
Wetlands

Prepared by the Waukesha County Department of Parks and Land Use February 2006

Source: 2000 SEWRPC Land Use Inventory

Town of Summit Cooperative
Boundary Agreement Map # 20

EXISTING LAND USES (2000)



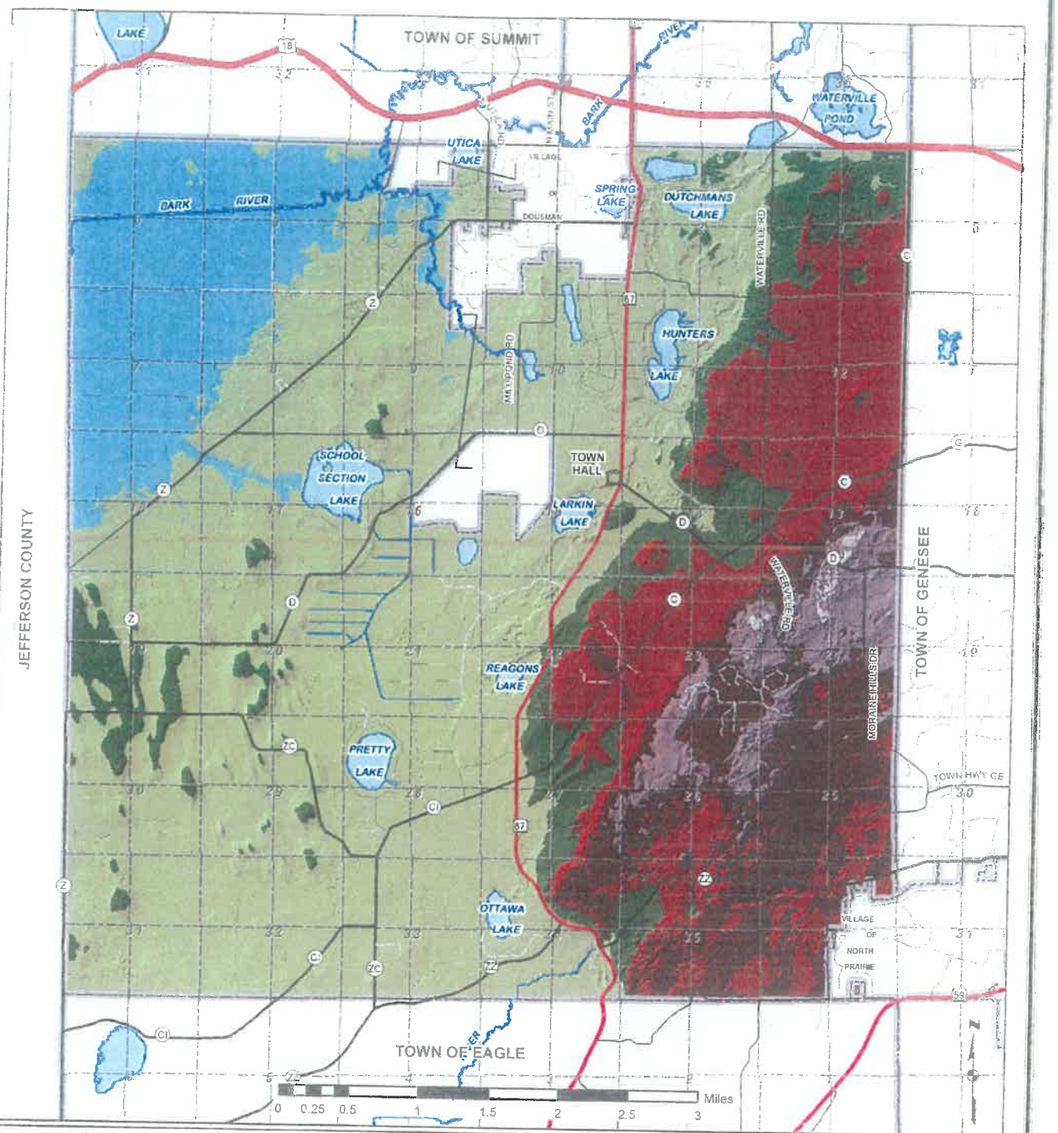
Land Use Categories

- Commercial
- Government & Institutional
- Residential
- Industrial
- Transportation Related
- Extractive
- Woodlands
- Wetlands
- Recreational
- Unused or Open Lands
- Agricultural

Prepared by the Waukesha County Department of Parks and Land Use February 2006

Town of Summit Cooperative Boundary Agreement Map # 17

TOWN OF OTTAWA ELEVATION MAP



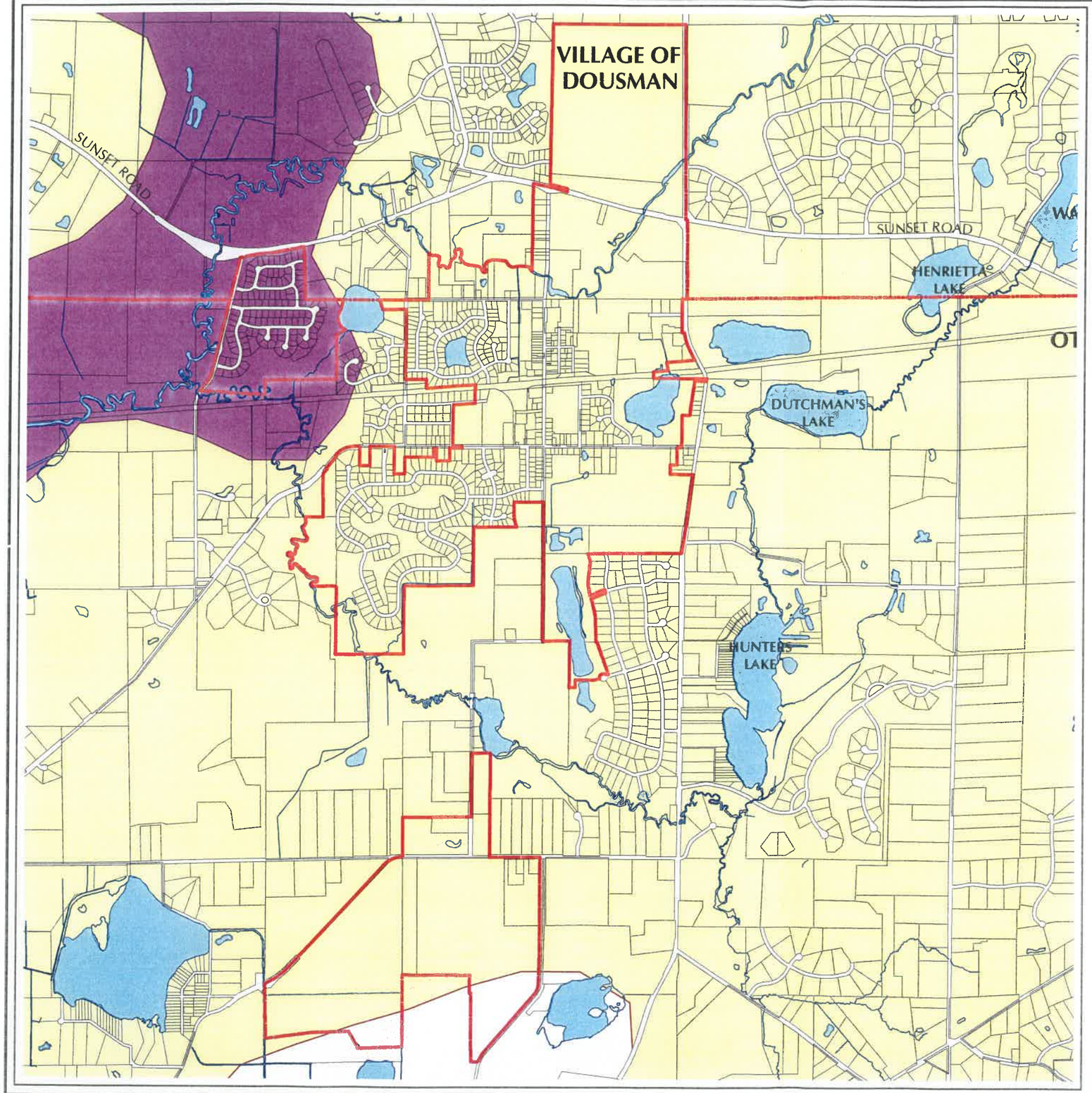
Elevation (in feet above sea level)

- 1100 - 1150
- 1050 - 1100
- 1000 - 1050
- 950 - 1000
- 900 - 950
- 850 - 900
- 837 - 850

Prepared by the Waukesha County Department of Parks and Land Use February 2006

Source: Year 2005 Digital Terrain Model

MAP 22
GENERAL SOILS IN THE VILLAGE OF DOUSMAN



Legend

- HOUGHTON
- RODMAN-FOX-CASCO
- MUNICIPAL BOUNDARIES
- PARCEL AND ROW LINES
- SURFACE WATER

N
W E
S

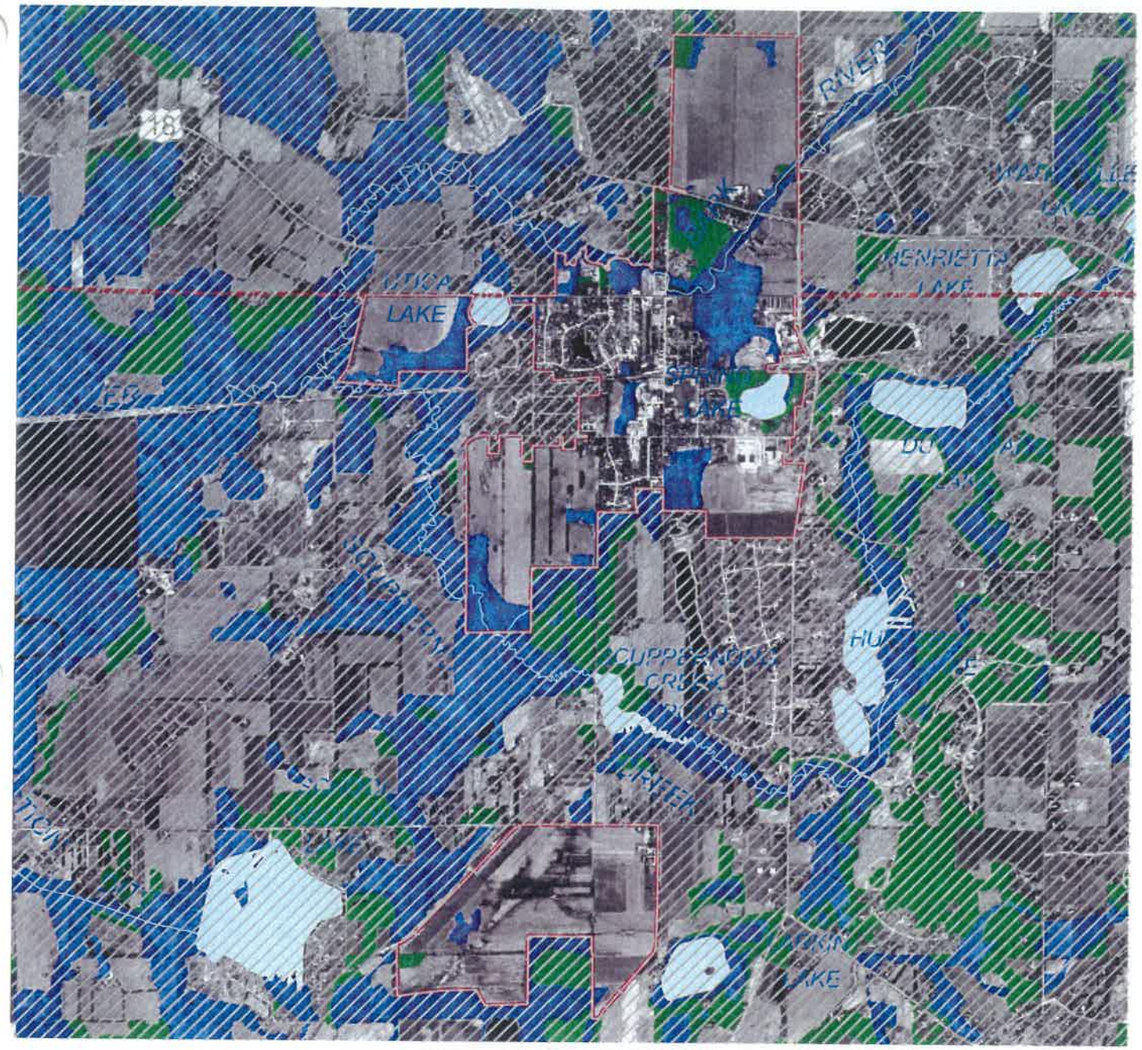
0 1,000 2,000 4,000 Feet

YAGGY COLBY ASSOCIATES

Map created November 14, 2008
YCA Project # 3308-245

Major Wetlands & Woodlands

Town of Summit
Cooperative Boundary
Agreement Map # 23



VILLAGE OF DOUSMAN

Legend

- Wetlands
- Woodlands
- Area outside municipality

N

0 2,000 Feet

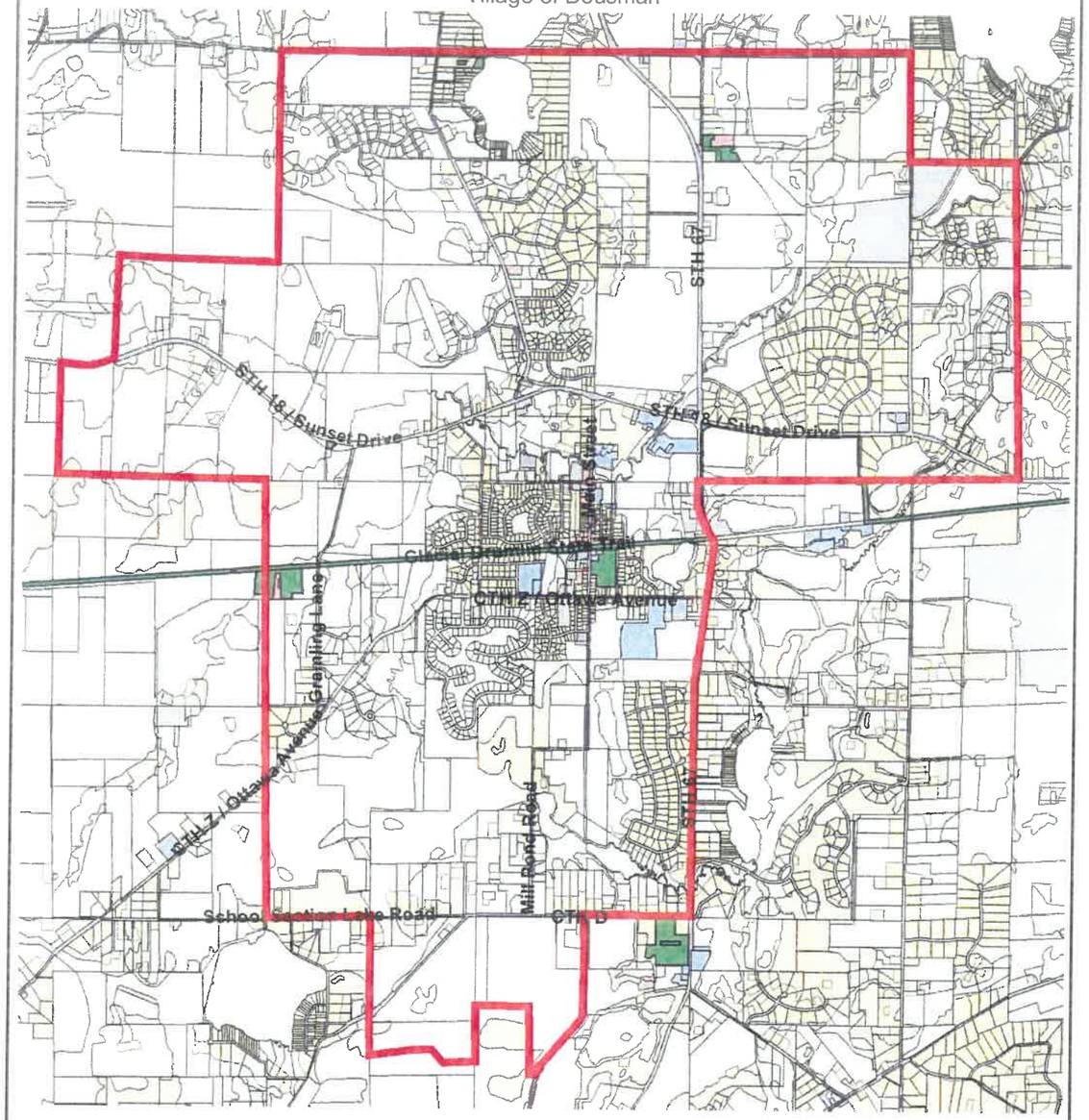
0 0.25 Miles

Source: SEWRPC & Waukesha County

Town of Summit
Cooperative Boundary
Agreement Map # 24

Existing Land Uses per Waukesha County in 2000

Village of Dousman



Legend

- Agricultural / Unused / Open Land
- Residential
- Commercial
- Government / Institutional
- Industrial
- Transportation / Utilities
- Recreational
- Woodland
- Planning Area

N W E S

0 0.25 0.5 Miles

January 20, 2006

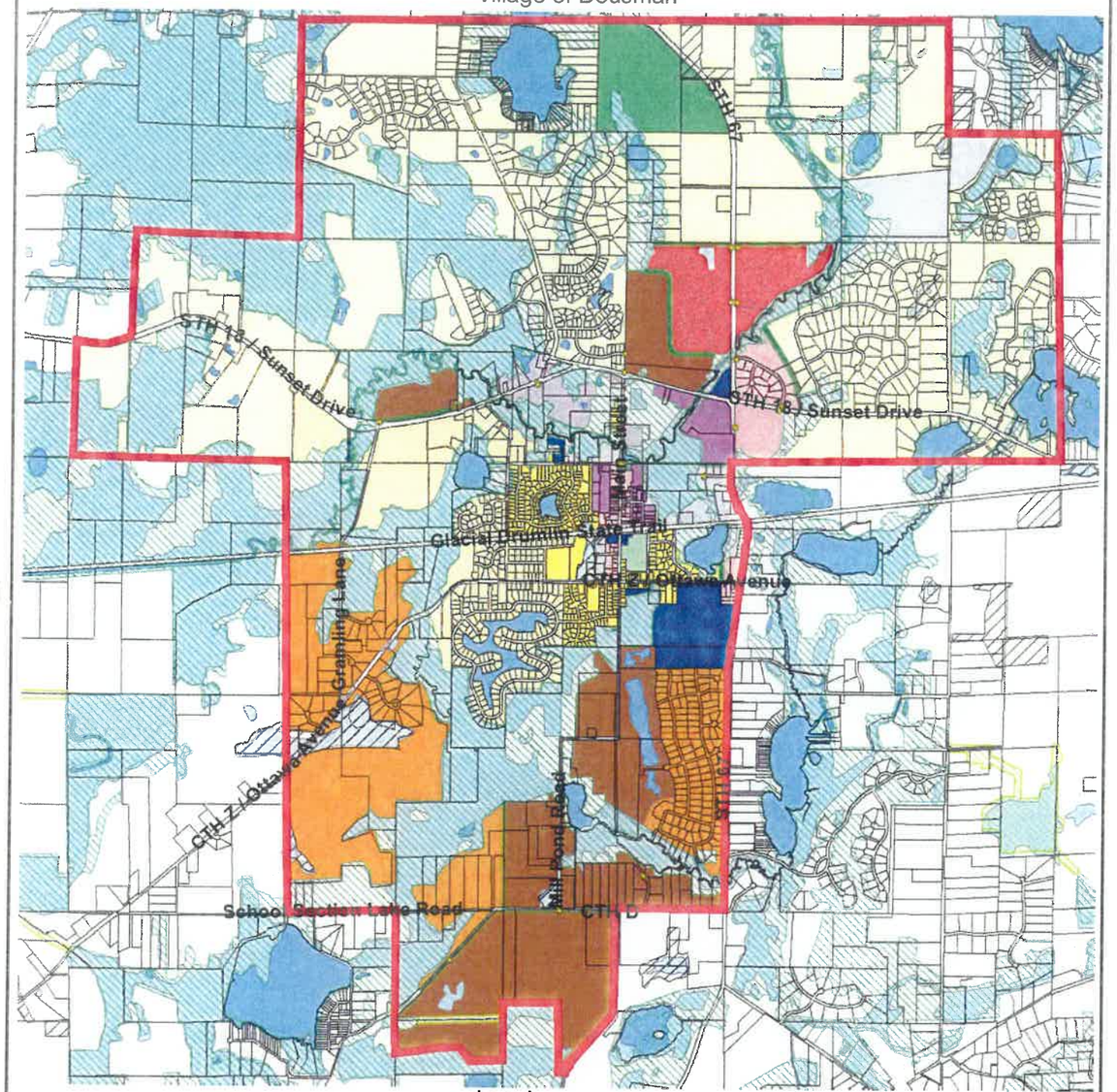
Ruekert Mielke
engineering solutions for a working world

SOURCE: SEWRPC, Waukesha County, Ruekert/Mielke

Town of Summit
Cooperative Boundary
Agreement Map # 25

Proposed Land Uses

Village of Dousman



Legend

- Primary Environmental Corridor
- Secondary Environmental Corridor
- Isolated Natural Resource Area
- Wetlands
- Surface Water
- Landscaping Buffer
- Future Access Location
- Planning Area
- Small-Lot Single-Family (less than 15,000 square feet)
- Medium-Lot Single-Family (15,000 to 29,999 square feet)
- Large-lot Single-Family (30,000 to 45,000 square feet)
- Large-lot Single-Family / Ag (more than 45,000 square feet)
- Mixed-Use Residential (gross 26,000 square feet per du)
- Low-Density Multi-Family (6 du/acre max)
- High-Density Multi-Family (10 du/acre max)
- Government / Institutional
- Business
- Business Park
- Light Industrial
- Municipal Park
- Recreational
- Future Road

N W E S

0 0.25 0.5 Miles

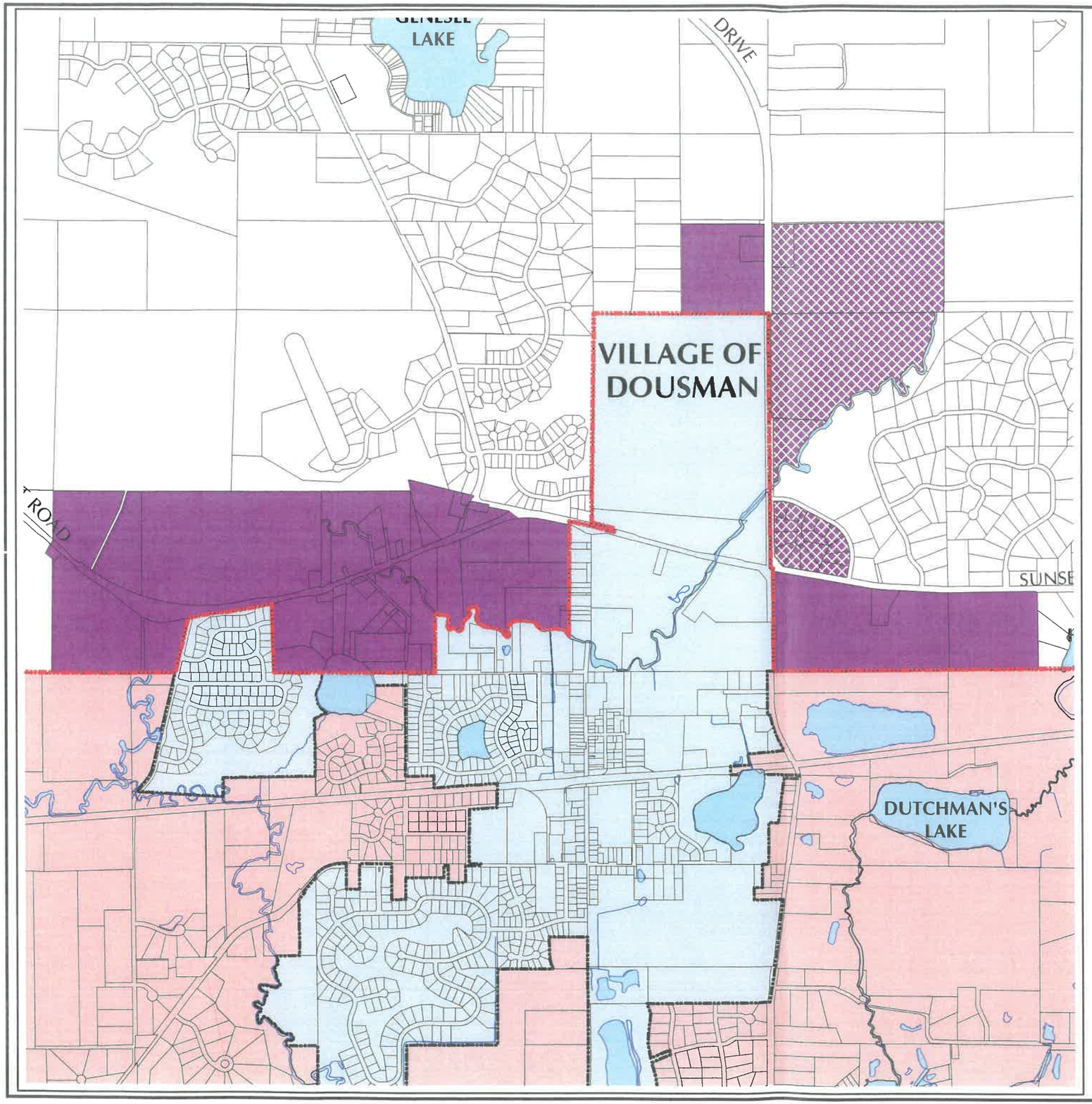
March 23, 2006

Ruekert·Mielke
engineering solutions for a moving world

SOURCE: Ruekert/Mielke

*See Text for Detailed Land Use Plan

MAP 26
LANDS TO BE TRANSFERRED TO THE VILLAGE OF DOUSMAN



Legend

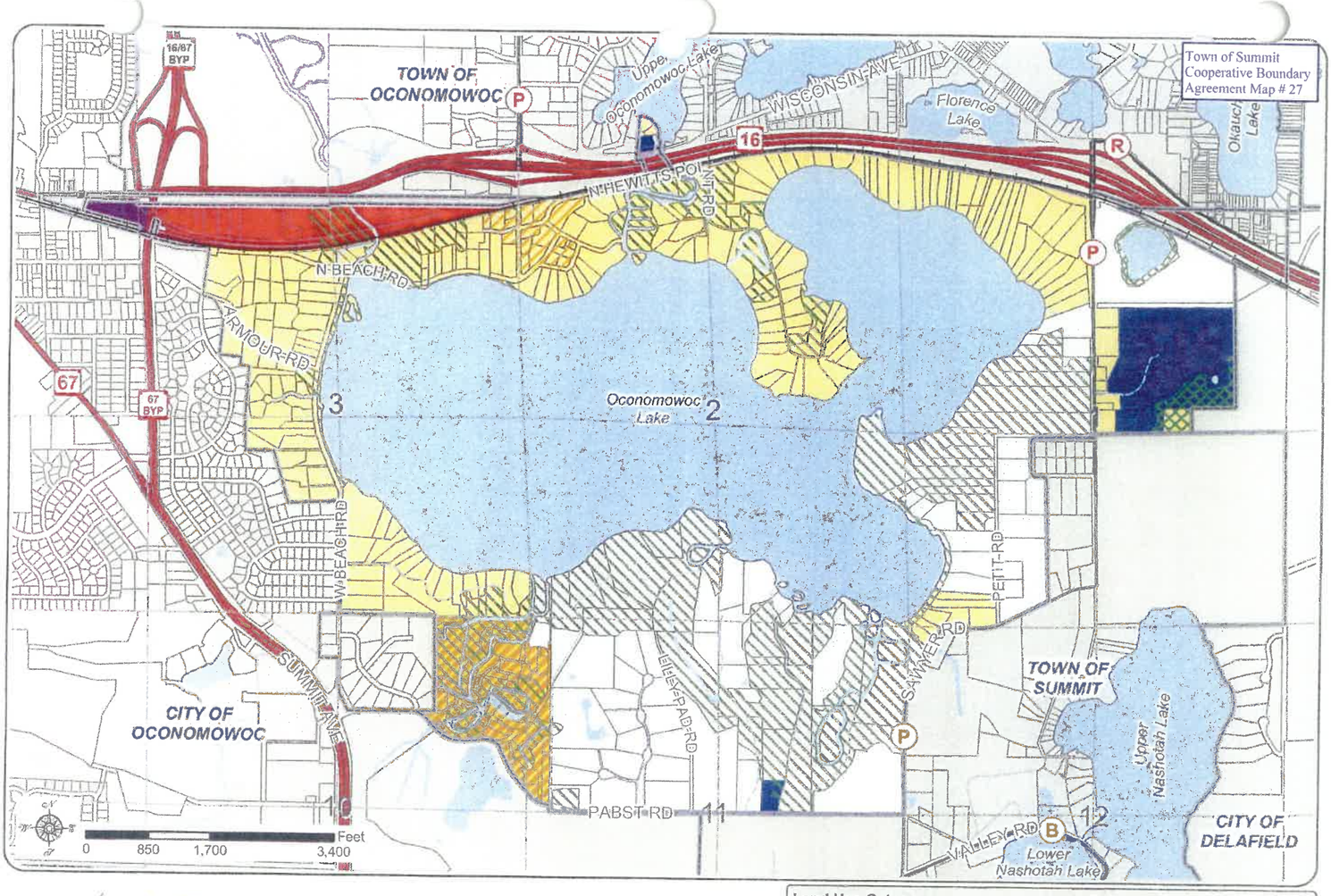
- TOWN OF OTTAWA
- TOWN OF SUMMIT
- VILLAGE OF DOUSMAN
- LANDS TO BE TRANSFERRED TO THE VILLAGE OF DOUSMAN BY 2028
- LANDS TO BE TRANSFERRED TO THE VILLAGE OF DOUSMAN BY 2048
- PARCEL AND ROW LINES
- SURFACE WATER

N
W E
S

0 800 1,600 3,200 Feet

YAGGY COLBY ASSOCIATES

Map created November 26, 2008
YCA Project # 3308-245



Village of Oconomowoc Lake

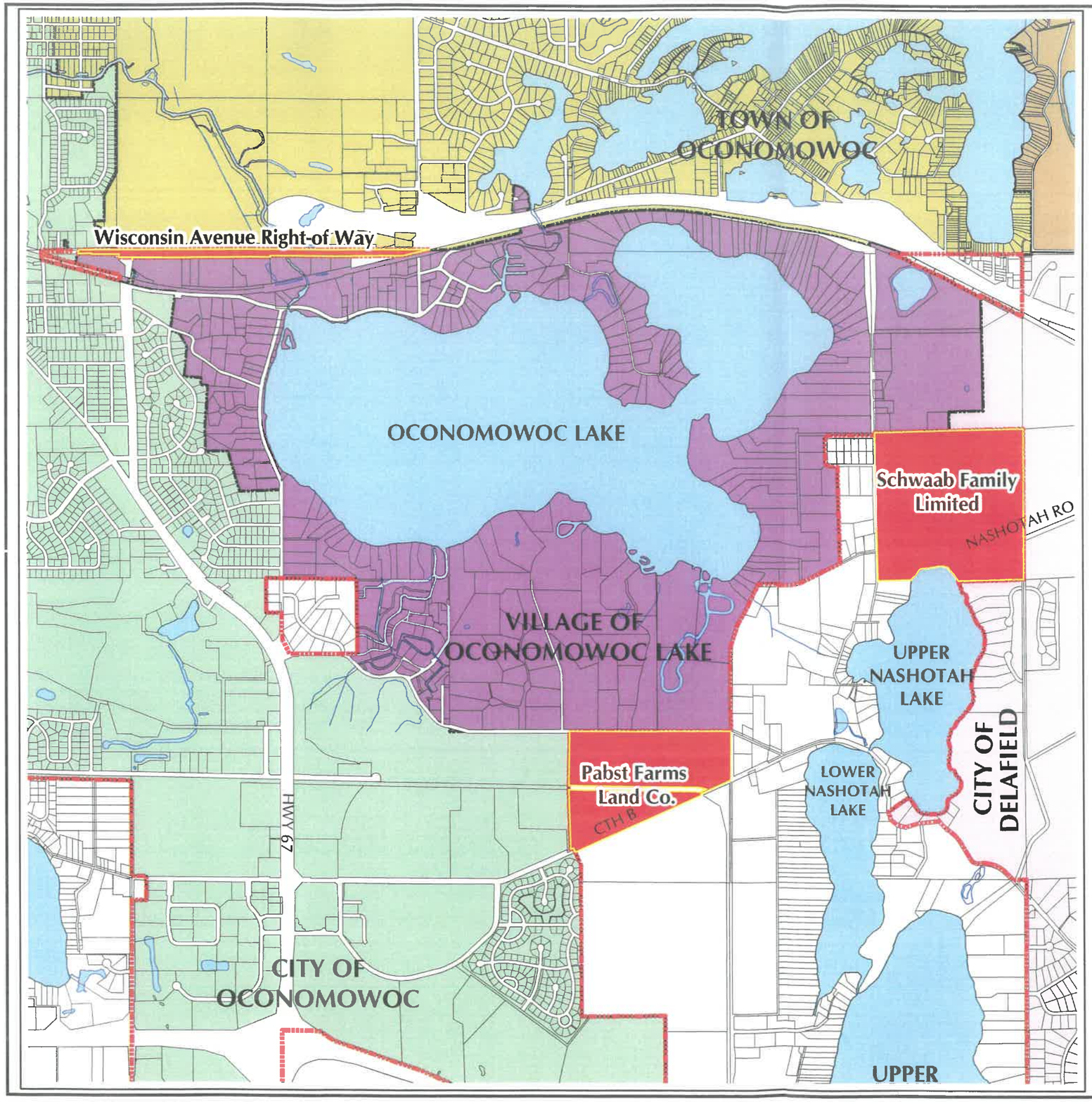
Proposed Land Use Plan

Prepared by Waukesha County Dept of Parks and Land Use November 2007

Land Use Category

- Primary Environmental Corridor Overlay
- Isolated Natural Resource Overlay
- 30,000 Sq. Ft. Medium Density Residential
- 1 Acre Low Density Residential
- 2 Acre Suburban Density Residential
- 5 Acre Rural Density Res/Open Lands
- Governmental and Institutional
- Transportation, Communication, and Utilities
- Recreational
- Commercial
- Industrial
- Water

MAP 28
PARCELS SUBJECT TO TOWN OF SUMMIT AND OCONOMOWOC LAKE BOUNDARY AGREEMENT



Legend

- SUBJECT PARCELS
- CITY OF DELAFIELD
- CITY OF OCONOMOWOC
- TOWN OF MERTON
- TOWN OF OCONOMOWOC
- TOWN OF SUMMIT
- VILLAGE OF OCONOMOWOC LAKE
- PARCEL AND ROW LINES
- SURFACE WATER

N
W E
S

0 900 1,800 3,600 Feet

YAGGY COLBY ASSOCIATES

Map created January 9, 2009
YCA Project # 3308-245

MAP 28a

LEGAL DESCRIPTION FOR LAND TRANSFERRED
TO VILLAGE OF OCONOMOWOC LAKE

Being a part of the Northwest 1/4 of Section 2 the Northeast 1/4 and Northwest 1/4 of Section 3 and the Northeast 1/4 of Section 4, all in Township 7 North, Range 17 East, Town of Summit, Waukesha County, Wisconsin, more particularly described as follows:

Beginning at the Northeast corner of said Section 3; thence S.89°35'28"E., along the north line of the Northwest 1/4 of said Section 2, 193.15 feet to the northerly right-of way line of the Canadian Pacific Railroad and the northerly boundary of the Village of Oconomowoc Lake; thence S.76°41'54"W., along said northerly right-of-way and the northerly boundary of said Village of Oconomowoc Lake, 475.11 feet to the southerly right-of-way of S.T.H. "16"; thence S.89°51'33"W., along said northerly boundary of the Village of Oconomowoc Lake and said southerly right-of-way, 2,339.26 feet; thence S.03°52'49"E., along said northerly boundary of the Village of Oconomowoc Lake and said southerly right-of-way, 25.09 feet; thence S.89°51'18"W., along said northerly boundary of the Village of Oconomowoc Lake and said southerly right-of-way, 1,384.60 feet; thence S.00°04'44'"E., along said northerly boundary of the Village of Oconomowoc Lake and said southerly right-of-way, 5.02 feet; thence S.89°51'16'W., along said northerly boundary of the Village of Oconomowoc Lake and said southerly right-of-way, 1,252.52 feet to the west line of the Northwest 1/4 of said Section 3; thence N.03°12'45"W., along the west line of the Northwest 1/4 of said Section 3, the northerly boundary of the Village of Oconomowoc Lake and the southerly right-of-way of S.T.H. "16", 62.10 feet; thence S.89°44'10"W., along said northerly boundary of the Village of Oconomowoc Lake and said southerly right-of-way, 470.04 feet; thence N.00°15'50"W., along said northerly boundary of the Village of Oconomowoc Lake and said southerly right-of-way, 12.00 feet; thence S.89°44'48"W., along said northerly boundary of the Village of Oconomowoc Lake and said southerly right-of-way, 236.12 feet; thence N.14°57'13"E., 68.40 feet to the north line of the Northeast 1/4 of said Section 4; thence N.89°44'05"E., along said north line, 656.10; thence N.89°51'16"E., along said north line, 28.09 feet to the Northeast corner of said Section 4 and the Northwest corner of said Section 3; thence N.89°51'16"E., along the north line of the Northwest 1/4 of said Section 3, 2,611.79 feet; thence N.89°51'28"E., along the north line of the Northwest 1/4 of said Section 3 24.03 feet to the North 1/4 corner of said Section 3; thence N.89°51'28"E., along the north line of the Northeast 1/4 of said Section 3, 2,615.93 feet to the point of beginning.

Containing 697,117 square feet or 16.00 acres, more or less.