

*Cooperative Plan
Between the
Town of Merton*

RECEIVED
September 20, 2022
Municipal Boundary Review
Wisconsin Dept. of Admin.



And the Town of Oconomowoc



January 17, 2022

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List of Exhibits

Exhibit

- A. Current Boundary Map
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- D. Properties to be Transferred ~~From~~from the Town of Oconomowoc to the Town of Merton
- E. Property Discussed, ~~But~~but not Transferred
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- O. Comments from County and/or Regional Planning Commission
- P. Resolutions Adopting and Authorizing Transmittal of the Cooperative Plan to State
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Town of Merton/Town of Oconomowoc Cooperative Plan

Under Section 66.0307, Wisconsin Statutes

DATE _____, 2022

The Town of Merton, a Wisconsin municipality with offices located at W314 N7624 Highway 83, North Lake, Wisconsin 53064, and the Town of Oconomowoc, a Wisconsin municipality with offices located at W359 N6812 Brown Street, Oconomowoc, Wisconsin 53066, hereby agree to enter into this Cooperative Plan (Hereinafter “Plan”), subject to the approval of the Wisconsin Department of Administration, under the authority of Wis. Stat, §66.0307.

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

WHEREAS, the Town of Merton and the Town of Oconomowoc desire to transfer certain lands in the Town of Oconomowoc to the Town of Merton with a newly established Town Boundary line; and,

WHEREAS, the Town of Merton and the Town of Oconomowoc seek to establish terms under which the land will be transferred; and,

WHEREAS, it is the intention of the Town of Merton and the Town of Oconomowoc that this plan shall be a binding and enforceable contract;

NOW THEREFORE, in consideration of the above recitals, the Town of Merton and the Town of Oconomowoc agree to enter into this Plan, which provides as follows:

**SECTION 1
GENERAL PROVISIONS**

- 1.1 **Participating Municipalities; Purpose of the Plan.** The Town of Merton and the Town of Oconomowoc, adjacent Towns located in Waukesha County, enter into and agree to be bound by this Plan, pursuant to their authority under Wis. Stat. §66.0307, for the general purpose of guiding and accomplishing a coordinated, adjusted and harmonious development of the territory covered by this plan, consistent with the Comprehensive plan for each Town.

1.2 **Contact Person.** The following contacts for the Town of Merton and the Town of Oconomowoc are authorized to speak for respective municipalities regarding this plan.

| | |
|---------------------|--|
| Town of Merton: | Tim Klink, Town Chairman |
| Town of Oconomowoc: | Robert C. Hultquist, Town Chairman |
| Town of Oconomowoc: | Jeffrey C. Herrmann, Administrator-Planner |

1.3 **Term of Plan.** The term of the Plan or planning period as defined in Sec. 66.0307, Wis. Stat., shall continue in perpetuity. Both Towns agree that it is in their mutual best interests not to measure the term of this agreement based upon a specific date and that the plan once adopted by the state, shall be come effective and shall ~~will~~ continue in perpetuity.

1.4 **Territory Subject to the Plan.**

1.4.1 **Current Boundary Map.** Exhibit A shows the current jurisdictional boundary of the Town of Merton and the Town of Oconomowoc.

1.4.2 **New Boundary Map.** Exhibit B shows the new boundaries after the two (2) proposed parcels are transferred from the Town of Oconomowoc to the Town of Merton.

1.5 **Joint Planning Area.** The Towns have identified certain undeveloped and developed areas which, when developed or redeveloped, will have an impact on both the Town of Merton and the Town of Oconomowoc (Exhibit C). These areas are referenced as the Joint Planning Area (“JPA”). This Plan addresses how this JPA will be governed by the Towns.

1.6 **Consideration for Mutual Promises Contained in this Plan.**

The Town of Merton and the Town of Oconomowoc agree that this plan represents a political compromise between the parties. Both Towns agree on the transfer of the properties as described in Section 1.4.2. Both Towns agree that should one or both Towns ever incorporate; the existing boundaries shall remain in place and both Towns legally waive their right to expand their territory by annexation of lands located in either respected Town as part of this agreement; and in exchange for the establishment of the new Town boundaries, both Towns agree not to exercise their respective extraterritorial zoning and subdivision control powers over real estate located anywhere within the said adjacent Town unless otherwise agreed to in a separate written document.

1.7 **The Proposed Boundaries are Compact.** Wis. Stat. §66.0307 (3)(d)4 requires that the plan provide a statement explaining how any part of the Plan related to the location of boundaries meets the approval criteria under Wis. Stat. §66.0307(5)(c)5. The new boundary is a compact area. The boundary lines are straight, tight and compact. The

transfer of two (2) properties results in the elimination of a Town Island while maintaining the historical boundary for the remaining territory of the Towns.

- 1.8 **Cooperative Plan is Consistent with Existing Laws.** Wis. Stat. §66.0307(3) (e) requires that the Plan describe how it is consistent with current laws and administrative rules that apply to the territory affected by the Plan. Both properties are currently regulated under the Waukesha County Shoreland and Floodland Protection Ordinance and will continue to be regulated by the above said Ordinance after the transfer.

SECTION 2 DEFINITIONS

- 2.1 **“Contiguous”** shall mean adjoining, touching, having some significant degree of physical contact. The presence of public roads, railroad or utility rights of way or waterways between two properties shall not, without more, render those properties non-contiguous for purposes of this definition.
- 2.2 **“Joint Planning Area (JPA)”** An area encompassing a portion of both Towns, which when developed or redeveloped will have an impact upon both the Town of Merton and the Town of Oconomowoc, and depicted on Exhibit C.
- 2.3 **“Joint Planning Committee (JPC)”** A Committee comprised of two (2) voting members from the Town of Merton and two (2) voting members from the Town of Oconomowoc. (“JPC Member” or “JPC Members”).
- 2.4 **“Joint Planning Committee Member (JPC Member)”** A member appointed by and serving at the discretion of the Town Chairs and confirmed by the Town Boards for their respective municipalities. One of the JPC Members from each municipality shall be a member of the Plan Commission of that municipality. The second JPC Member from each municipality shall be from the governing body of that municipality.
- 2.5 **“Town Islands”** An area of one municipality that is surrounded on all sides by area located within the boundaries of another municipality.

SECTION 3

TRANSFER OF PROPERTIES FROM THE TOWN OF OCONOMOWOC TO THE TOWN OF MERTON

- 3.1 **Transfer of Properties.** The Town of Oconomowoc agrees to transfer and the Town of Merton agrees to accept the two (2) described properties and associated road right-of-way of Road O to clean up their boundaries and to eliminate a Town Island as shown on Exhibit D. The Town of Oconomowoc agrees to transfer the following described properties to the Town of Merton and the Town of Merton agrees to accept the following described properties being transferred from the Town of Oconomowoc, in

order to eliminate a Town Island. The transfer of properties, pursuant to Wis Stats. 66.0307(10), shall automatically occur on January 1, 2024. The Properties are described as follows:

Parcel: Lot 1 East-Shore, being a subdivision of a part of the NW ¼ of Section 31, T8N, R18E, Town of Merton and a part of Government Lot 5 in Section 36, T8N, R17E, Town of Oconomowoc and all of Lot 36 in Okauchee Bay Park, Waukesha County, Wisconsin. (OCOT 0573.029).

Parcel: Lot 2 East-Shore, being a subdivision of a part of the NW ¼ of Section 31, T8N, R18E, Town of Merton and a part of Government Lot 5 in Section 36, T8N, R17E, Town of Oconomowoc and all of Lot 36 in Okauchee Bay Park, Waukesha County, Wisconsin. (OCOT 0573.030).

- 3.2 **Property Discussed, but not Transferred.** The Town of Merton and the Town of Oconomowoc have agreed that the property described as Lot 1 Map of Andersens Rest, located in the SW ¼ of Section 31, T8N, R18E, Town of Merton, Waukesha County, Wisconsin (MRTT 0411.001) (Exhibit E), shall remain in the Town of Merton. This property is part of the Andersens Rest Subdivision, which is located entirely in the City of Delafield, except for the ~~above-described~~above-described parcel. In the future, the Town of Merton can discuss with the City of Delafield if this property should be transferred from the Town of Merton to the City of Delafield.

SECTION 4 JOINT PLANNING AREA

- 4.1 **Joint Planning Area.** The Town of Merton and the Town of Oconomowoc have identified an area encompassing a portion of both Towns, which when developed or redeveloped will have an impact upon both the Town of Merton and the Town of Oconomowoc. These areas, combined, are referenced as the Joint Planning Area (“JPA”). The Towns agree to cooperate on matters relating to the comprehensive land use plans for the territory located within the JPA as shown on Exhibit C.
- 4.2 **Joint Planning Committee.**
- 4.2.1 The Joint Planning Committee (“JPC”) shall be comprised of two (2) voting members from the Town of Merton and two (2) voting members from the Town of Oconomowoc (“JPC Member” or “JPC Members”).
- 4.2.2 The JPC Members shall be appointed by and serve at the discretion of the Town Chairs and confirmed by the Town Boards for their respective municipalities. One of the JPC Members from each municipality shall be a member of the Plan Commission of that

municipality. The second JPC Member from each municipality shall be from the governing body of that municipality.

- 4.2.3 The Clerk and/or Administrator from each municipality shall serve as a non-voting member of the JPC.
- 4.2.4 Any two (2) JPC Members may call meetings of the JPC by providing 48 hours written notice thereof to each member of the JPC, in addition to the Town Clerk and Town Board for the Town of Merton and the Town of Oconomowoc.
- 4.2.5 The JPC shall serve as an informal, advisory body and its determinations and recommendations will not be binding upon any municipality.
- 4.2.6 In order to make a recommendation, a majority of the voting JPC Members must join in the recommendation.
- 4.2.7 The JPC shall receive, consider, and connect upon all applications for Comprehensive plan amendment that arise within the JPA.
- 4.3 **Following Each Meeting.** 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 of the JPC who were present at the meeting and that list shall identify the municipalities which the members represent. The minutes shall also include a description of actions taken along with identifying which JPC Members voted in favor of and which members opposed any proposed recommendation.

SECTION 5 DEVELOPMENT AND LAND USE CONTROL FOR PROPERTIES TRANSFERRED

- 5.1 **Development and Land Use Control.** Effective immediately upon approval of this agreement, the Town of Merton shall have control over comprehensive planning, official mapping, and land divisions of the properties transferred. All land divisions shall comply with Chapter 18, Subdivision and Platting, of the Town of Merton Code of Ordinances. In addition, all land divisions are required to comply with the Town of Merton Comprehensive Land Use Plan, Waukesha County Development Plan and the Waukesha County Shoreland and Floodland Subdivision Control Ordinance.
- 5.2 **Zoning Classification and Enforcement.** Since the properties will be under the jurisdiction of the Waukesha County Shoreland and Floodland Protection Ordinance, the zoning of the properties will remain in the R-3 Residential Zoning Category, allowing single-family residential uses. All zoning issues, permits, and proposed changes will be under the regulation of Waukesha County.

- 5.3 **Building Permits.** The Town of Merton will be responsible for the issuing of all building permits for construction of structures for the properties transferred. All permits issued shall comply with the Town of Merton Building Code, the Uniform Dwelling Code, and all other applicable State, County, and Local Ordinances, Rules and Regulations.
- 5.4 **Septic Regulations.** The properties are currently served by private on-site waste disposal systems. Therefore, Waukesha County Environmental Health Division will continue to oversee the operation and inspections of the existing on-site waste disposal systems.
- 5.5 **Stormwater Management and Erosion Control.** The Town of Merton will assume all stormwater and erosion control responsibilities (single-family residences) for the properties transferred.

SECTION 6 REVENUE SHARING

- 6.1 **Revenue Sharing for Transferred Property.** The Town of Merton and the Town of Oconomowoc do not anticipate sharing any revenues attributable to the real estate transferred from the Town of Oconomowoc to the Town of Merton. In addition, both Towns agree that no adjustment relating to the division of assets and liabilities are required and waive any such requirement under Wisconsin State Statute.

SECTION 7 SANITARY SEWER AND WATER SERVICES

- 7.1 **General.** The Town of Merton does not own or operate a public water supply system or a Sanitary/Utility District. The Town of Oconomowoc does not operate a public water system, but does operate a utility district, known as Town of Oconomowoc Utility District No. 1. Utility District No. 1 supplies municipal sewerage services to the area of the Town of Oconomowoc adjacent to the Town of Merton, located on the southwest corner of the Town of Oconomowoc (Exhibit F). The Town of Oconomowoc entered into an agreement with the City of Oconomowoc on September 1, 1999, whereby the City of Oconomowoc agreed to accept and treat wastewater originating from Utility District No. 1 (Exhibit G). The agreement also acknowledges that wastewater from certain lands in the Town of Merton and adjacent to the Town of Oconomowoc is to be conveyed through the District's sewerage system to the City's sewerage system for treatment and disposal. These lands are shown on Exhibit F. The Town of Merton would negotiate with the City of Oconomowoc for sewer service for these lands and the Town of Oconomowoc Utility District No. 1 agrees to allow wastewater from these Town of Merton Lands to utilize Utility District No. 1 sewerage system for conveyance purposes contingent upon equitable agreement for payment of any allocable costs of the Utility

District No. 1. Any connections from the Town of Merton to the City of Oconomowoc through the Town of Oconomowoc Utility District No. 1 shall comply with the agreement between the Town of Oconomowoc Utility District No. 1 and the City of Oconomowoc dated September 1, 1999, and any amendments thereto.

**SECTION 8
ROADS IN TRANSFER AREA**

8.1 Plowing, Maintenance, Repair and Reconstruction of Roads.

8.1.1 **Responsibility.** The Town of Merton shall be responsible for the costs of maintenance and repair of roads in the Joint Planning Area that are entirely within the Town of Merton and under control of the Town of Merton. The Town of Oconomowoc shall be responsible for the costs of maintenance and repair of roads in the Joint Planning Area that are entirely within the Town of Oconomowoc and under control of the Town of Oconomowoc.

8.1.2 **Negotiated Responsibility for Plowing.** The plowing responsibility of the roads (Exhibit H) bordering between the Town of Merton and the Town of Oconomowoc is as follows:

Road N and O: The Town of Oconomowoc agrees to plow all of Road O and Road N, from C.T.H. R (Wisconsin Avenue) north along Jaekles Drive to Road O/Road N and to their terminuses in the Town of Merton.

Breezy Point Road: The Town of Oconomowoc agrees to plow all of Breezy Point Road, from CTH K south to its terminus in the Town of Oconomowoc.

Townline Road: The Town of Merton agrees to plow Townline Road from the northern most point of the Town line of the Town of Merton and the Town of Oconomowoc, south to Jensen Road. In addition, the Town of Merton agrees to plow Bryce Road in the Town of Oconomowoc.

8.1.3 **Negotiated Responsibility for Maintenance, Repair and Reconstruction of Roads.** The maintenance, repair and reconstruction of the roads (Exhibit I) bordering between the Town of Merton and the Town of Oconomowoc is as follows:

Road N and O: The Town of Oconomowoc agrees to maintain, repair and reconstruct all of Road O from C.T.H. R (Wisconsin Avenue) north to a point, where the Town of Merton assumes jurisdiction. The Town of Merton agrees to maintain, repair and reconstruct Road O/Road N from the point of their jurisdiction and to where said roads terminate in the Town of Merton.

Breezy Point Road: The Town of Merton and the Town of Oconomowoc agree to split the costs equally (50/50) associated with all maintenance, repair and reconstruction of

Breezy Point Road from CTH K south to its intersection with Lakeview Drive. The Town of Oconomowoc agrees to maintenance, repair and reconstruction of Breezy Point Road from Lakeview Drive south to its terminus.

Townline Road: The Town of Merton agrees to maintenance, repair and reconstruction of Townline Road from the northern most point of the Townline in the Town of Merton south to a point approximately 2,200 feet south of the intersection of Townline Road and C.T.H. CW. Town of Oconomowoc agrees to maintenance, repair and reconstruction of Townline Road from Jenson Road north to a point approximately 3,100 feet north of the intersection of Petersen Road and Townline Road. This road must be maintained, repaired or reconstructed by the Town of Merton within a reasonable amount of time following the request of the Town of Oconomowoc.

8.2 **New Road Construction Costs.** Both Towns agree that if a new road is needed within the JPA, the construction of the new road shall be the responsibility of the Town which has jurisdictional control of that area unless otherwise stated herein. Merton shall be responsible for the area entirely within the Town of Merton and under control of the Town of Merton. The Town of Oconomowoc shall be responsible for the area entirely within the Town of Oconomowoc and under control of the Town of Oconomowoc.

8.3 **Construction Standards.** Roads constructed within the JPA shall comply with the rural cross-section standards as set forth within the road construction standards for each Town at the time of construction. Neither Town shall have the obligation or the requirement to upgrade or reconstruct a road beyond the Town Road standards in effect at the time of the construction.

8.4 **Mutual Aid Agreement.** On January 1, 2008, the Town of Merton and the Town of Oconomowoc entered into a Public Works Emergency Response Mutual Aid Agreement (“Agreement”) with the Town of Lisbon, Village of Hartland, Village of Merton and the Village of Chenequa (Exhibit J). The municipalities are geographically vulnerable to a variety of natural and technological disasters and recognizing this vulnerability, have entered into this Agreement for cooperative and reciprocal public works emergency response aid and assistance. The purpose of the Agreement is to:

1. Reduce vulnerability of people and property of this State to damage, injury and loss of life and property;
2. Prepare for prompt and efficient rescue, care and treatment of threatened or affected persons;
3. Provide for the rapid and orderly rehabilitation of persons and restoration of property; and
4. Provide for cooperation and coordination of activities relating to emergency and disaster mitigation, preparedness, response and recovery.

This Agreement provides no right of action for third parties, semi-annual review of the agreement, procedures for requesting assistance, provider's assessment of availability of resources and ability to render assistance, supervision and control, length of time for aid and assistance; renewability; recall, cost documentation and reimbursement, rights and privileges of provider's employees, provider's employees covered at all times by provider's workers' compensation, immunity, parties agree to hold each other harmless, amendments and additional members, and the duration of agreement. Any amendments to aforementioned Mutual Aid Agreement shall not cause this Plan to be amended. This Plan recognizes the fact that the Mutual Aid Agreement exists and that the Town of Merton and Town of Oconomowoc are members in the Agreement.

SECTION 9 POLICE AND FIRE PROTECTION

- 9.1 **Police Protection.** The Town of Oconomowoc has a full-time Police Department and the Town of Merton has an agreement with the Waukesha County Sheriff's Department to provide police coverage. Both Towns agree to work together and provide mutual aid when required. Both Towns provide boat patrol coverage on Okauchee Lake, which is 1,210 acres. Although a large portion of the lake extends into the Town of Merton, both Towns patrol the entire lake, promoting safety, enforcing State Laws and Local Ordinances. Large events are handled by both departments with additional assistance from the County or State Agencies all working together in a proactive professional manner. Both Towns have and will continue to work extremely well together and have an excellent working relationship. The Joint Planning Area will continue to be patrolled by the Town who has jurisdictional control. The current police protection and/or agreement may be amended without requiring an amendment to this Plan.
- 9.2 **Fire Protection.** Fire Protection in the Town of Oconomowoc is provided by the Western Lake Fire District. They cover the entire Town with Fire, EMS and Paramedic Services, while the Town of Merton has agreements with three (3) different Fire Departments (Exhibit J) to provide Fire, EMS and Paramedic Services. The Town of Merton also has an agreement with the Western Lakes Fire District to service an area of the Town of Merton that is adjacent to the Town of Oconomowoc. The Town of Merton and the Town of Oconomowoc jointly own the Stone Bank Fire Station. The Town of Merton owns approximately 60 percent and the Town of Oconomowoc owns approximately 40 percent of the Fire Station. Both municipalities are working together to transfer ownership of the Fire Station to the Western Lake Fire District. The Joint Planning Area will be serviced by the Western Lakes Fire District. Both Towns agree that any changes or amendments to any current fire agreement will not require an amendment to this Plan.
- 9.3 **Future Shared Services.** The Town of Oconomowoc and the Town of Merton agree that future discussions may take place on mutual aid, police coverage area and/or boat

patrol services on Okauchee Lake. Any new or amended shared service agreements between the Town of Merton and the Town of Oconomowoc will not require an amendment or addition to this Plan. The parties agree to meet to address and resolve any issues.

SECTION 10 DISPUTE RESOLUTION

10.1 **Scope.** All disputes over the interpretation or application of this plan or agreement shall be resolved according to the dispute resolution procedures contained in this section.

10.2 **Mediation.** If the dispute cannot be resolved by the personnel directly involved, the parties will conduct the following mediation process:

1. A qualified party shall be appointed by both parties to act as mediator. That party will be Attorney T. Michael Schober of the law firm of Schober, Schober & Mitchell, S.C.
2. Mediation. If the dispute cannot be resolved by the personnel directly involved, the parties will conduct the following mediation process:
 - (A) Attorney T. Michael Schober of the law firm of Schober, Schober & Mitchell, S.C. shall be appointed mediator.
 - (B) If Attorney T. Michael Schober cannot serve for any reason, a qualified mediator shall be appointed within five days of Attorney T. Michael Schober's failure to accept the responsibility as mediator.
 - (C) The mediation sessions shall take place within 45 days of the appointment of the mediator.
 - (D) In the event that a mediator is used, each party shall provide the mediator with a brief memorandum setting forth its position with regard to the issues that need to be resolved at least 20 days prior to the first scheduled mediation session. The parties will also produce all information reasonably required for the mediator to understand the issues presented. The mediator may require either party to supplement such information.
 - (E) The mediator does not have authority to impose a settlement upon the parties but will attempt to have the parties reach a satisfactory resolution of their dispute. All mediation sessions are private. The parties and their representatives may attend mediation sessions. Other persons may attend only with the permission of the parties and with the consent of

the mediator. The parties shall not rely on or introduce as evidence from any mediation session in any judicial or other proceeding, views expressed or suggestions made by the other party with respect to a possible settlement of the dispute, or admissions made by the other party in the course of the mediation proceedings.

- (F) The expense of a mediator shall be borne equally by the parties.

SECTION 11 MISCELLANEOUS TERMS AND CONDITIONS

- 11.1 **No ~~Third Party~~Third-Party Beneficiary**. This Plan is intended to be solely between the Town of Merton and the Town of Oconomowoc. Nothing in this Plan shall be interpreted as giving any person or entity not party to this Plan any legal or equitable rights whatsoever.
- 11.2 **Amendment**. The procedure for amendment of this plan is found in Wis. Stat. §66.0307 (8).
- 11.3 **Good Faith & Fair Dealing**. The Town of Merton and the Town of Oconomowoc acknowledge that this Plan imposes on them a duty of good faith and fair dealing.
- 11.4 **Severability**. The provisions of this Plan, and the individual parts of each such provision, shall be severable. In the event that any provision of this Plan, or any part thereof, is held by a court of competent jurisdiction to be invalid or ineffective, the balance of this Plan shall survive. In such event, the parties shall promptly meet to discuss how they might satisfy the intent of this Plan by alternative means.
- 11.5 **Invalid or Ineffective Ordinance**. In the event that any ordinance, which the parties are required to enact and/or enforce by this Plan is adjudged by any court of competent jurisdiction to be invalid or ineffective, in whole or in part, the parties shall promptly meet to discuss how they might perform this Plan by alternative means, including, without limitation, enacting another ordinance designed to satisfy the court's objections. The parties shall use their best efforts to find, design and implement a means of successfully performing this Plan. If necessary, the parties shall negotiate appropriate amendments of this Plan to maintain, as closely as possible, the original terms of this Plan. In the event that parties are not able to reach agreement, either party may provide written notice of a dispute to the other, and the dispute resolution process set forth in Section 10 shall apply.
- 11.6 **Successors**. This plan shall be binding upon all successors and assigns of each party hereto.

- 11.7 **Implementation.** The Town of Merton and the Town of Oconomowoc shall each take such actions as may be necessary or desirable to implement and effectuate the provisions of this plan.
- 11.8 **References.** Any references in this Plan to any particular agency, organization or official shall be interpreted as applying to any successor agency, organization or official to which contemplated functions are transferred by statute or ordinance. Any reference in this Agreement to any particular statute or ordinance shall be interpreted as applying to such statute or ordinance as recreated, amended or renumbered from time to time.
- 11.9 **Paragraph Titles.** Paragraph titles in this Plan are provided for convenience only and shall not be used in interpreting this Plan.
- 11.10 **Interpretation.** This Plan shall be interpreted as though jointly drafted by the parties.
- 11.11 **Notices.** All notices required by or relating to this Plan shall be in writing. Each notice shall specifically refer to this Plan by name and shall refer specifically to the number of the paragraph(s) or subparagraph(s) to which the notice relates. Any such notice shall be delivered in person to the clerk of the party receiving the notice or to the person apparently in charge of the clerk's office during normal business ~~hours, or~~ hours or shall be mailed to such clerk by certified mail, return receipt requested (or equivalent private delivery service). Each notice to the Town of Merton shall be addressed to the Town Clerk, Town of Merton, W314 N7624 S.T.H. 83, PO Box 128, North Lake, Wisconsin 53064. Each notice to the Town of Oconomowoc shall be addressed to the Town Clerk, Town of Oconomowoc, W359 N6812 Brown Street, Oconomowoc, Wisconsin 53066. Each party may change its address (or add addresses for facsimile, electronic mail or other communications media), for purposes of this Plan, by written notice to the other party pursuant to this paragraph. Each notice shall be effective upon delivery in person, or mailing upon actual receipt without regard to the method of transmission, whichever occurs first.

SECTION 12 COMPLIANCE WITH STATUTORY REQUIREMENTS

- 12.1 **Initial Authorizing Resolutions.** Section 66.0307 (4) of Wisconsin Statutes requires that initial authorizing resolutions for the preparation of a cooperative plan shall be approved by each participating municipality before the preparation of a cooperative plan may commence. Authorizing resolutions must be dated and signed by the Chief elected official and attested to by the municipal clerk of each municipality participating in the cooperative plan.

- 12.2 **Affidavit of Mailing Resolution.** Subsection 66.0307 (4)(a), requires that copies of the authorizing resolutions be sent to the Wisconsin Department of Administration, Wisconsin Department of Natural Resources, Wisconsin Department of Agriculture, Trade and consumer protection and the Wisconsin Department of Transportation; the clerks of any municipality, school district, vocational technical and adult education district, sewer or sanitary district which has any part of its territory within five (5) miles of a participating 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. Copies of both Town's initial authorizing resolutions, and the affidavits attesting to the mailing of copies of the authorizing resolutions to the above are attached as Exhibit K.
- 12.3 **Affidavit of Publication of Public Hearing Notice.** Subsection 66.0307 (4)(b), requires that the participating municipalities hold a joint public hearing on the proposed cooperative plan. A copy of the affidavit of publication evidencing that a class 3 notice for the joint public hearing was published is attached as Exhibit L. Both Towns held a Joint Public Hearing on the Plan on December 20th, 2021.
- 12.4 **Record of Public Participation and Comment.** Subsection 66.0307(4)(c) and (d) require the participating communities to receive and consider public comment prior to adopting the cooperative plan. Public comments were received prior to, at, and following the joint public hearing. All public comments received are attached hereto as Exhibit M. A description of the changes made in response to the public comments is attached hereto as Exhibit N.
- 12.5 **Record of Comments from County or Regional Planning Commission.** Subsections 66.0307 (4)(c) and (d) require the participating municipalities to receive and consider comments from the County Zoning Agency or Regional Planning Commission on the proposed plan's effect on the master plan adopted by the regional planning commission, ~~or development~~ development plan adopted by the county, and on the delivery of municipal services. Copies of the comments received from the county zoning agency and regional planning commission are included in Exhibit O. No comments were provided and no changes were made to the Plan.
- 12.6 **Resolutions Adopting and Authorizing Transmittal of the Cooperative Plan to the State.** Subsection 66.0307 (4)(d) requires each participating municipality to pass a resolution adopting the final version of the plan. Copies of both Town's resolutions adopting the plan, and authorizing transmittal of the Plan to the Wisconsin Department of Administration for review are attached hereto as Exhibit P. Each resolution is dated and signed by Chief elected official and attested by the Clerk for each participating municipality.

12.7 **Consistency with Comprehensive Plans.** This Plan is consistent with the comprehensive plans for the Town of Merton and the Town of Oconomowoc and serves the interest of both plans.

12.7.1 **Consistency with Town of Merton Comprehensive Plan.** The Town of Merton Comprehensive Development Plan (“Merton Plan”) was adopted on May 12, 2009. The Merton Plan is consistent with this Cooperative Plan, as one of the objectives of the Merton Plan is for the Town of Merton to enter into boundary agreements with neighboring communities to establish permanent boundaries and shared services. The Town of Merton shares many of the same objectives and standards as the Town of Oconomowoc. The Merton plan strives to promote the preservation of open space and cluster type developments. The plan encourages the preservation of environmental corridors and productive agricultural lands (Exhibit Q).

The specific development objectives of the Town of Merton Land Use Plan are as follows:

1. A balanced allocation of space to the various land use categories, which meets the social, physical, and economic needs of the county population.
2. A spatial distribution of the various land uses that will result in a convenient and compatible arrangement of land uses.
3. A spatial distribution of the various land uses which maintains biodiversity and which will result in the preservation and sustainable management of the natural resources of the County.
4. A spatial distribution of the various land uses which is properly related to the supporting transportation, utility, and public facility systems in order to assure the economical provision of transportation, utility, and public facility services.
5. The availability of a broad range of choice among housing designs, sizes, types, and costs, recognizing changing trends in age group composition, income, and family living habits.
6. The development and preservation of residential areas within a physical environment that is healthy, safe, convenient, and attractive.
7. The preservation, development, and redevelopment of a variety of suitable industrial and commercial sites both in terms of physical characteristics and location.
8. The conservation, renewal, and full use of existing urban service areas of the Region and the County.
9. The preservation of productive agricultural lands.
10. The preservation and provision of open space to enhance the total quality of the environment, maximize essential natural resource availability, give form and structure to urban development, and provide opportunities for a full range of outdoor recreational activities.

12.7.2 **Consistency with Town of Oconomowoc Comprehensive Plan.** The Town of Oconomowoc Comprehensive Land Use Plan ~~—2035-~~ 2035 (“Oconomowoc Plan”) was

adopted on April 24, 2009. The Oconomowoc Plan is consistent with this Cooperative Plan as one of the objectives of the Oconomowoc Plan is for the Town of Oconomowoc to enter into boundary agreements with neighboring communities to establish permanent boundaries and shared services. The Town of Oconomowoc comprehensive plan objectives and standards are consistent with the Town of Merton. In fact, both plans are incorporated into the Development Plan for Waukesha ~~County, and County~~ and aim to preserve environmental corridors and Farmland; and support the preservation of open space and the rural character of the Town (Exhibit R). The specific development objectives of the Town of Oconomowoc Land Use Plan - 2035 are as follows:

1. The preservation of productive agricultural lands.
2. To provide a balanced allocation of space to each of the various land use categories, which meets the social, physical, and economic needs of the Town.
3. To provide a spatial distribution of the various land uses that result in a compatible relationship and arrangement between existing and proposed land uses.
4. Protection of the environment and the natural resource base of the Town.
5. The proper distribution of the various land uses as they relate to transportation and public utility systems in order to assure the economical provision of public services.
6. To accommodate a broad range of new residential development with a physical environment that is healthy, safe, convenient, and attractive, while attaining the projected growth of the Town.
7. Establishment of new industrial and commercial sites, while preserving and complimenting the existing industrial and commercial sites.
8. Preservation of open space to enhance the overall quality of the environment.
9. Preservation of the remaining primary environmental corridor lands in the Town and, to the greatest extent practicable, to preserve the remaining secondary environmental corridor lands and isolated natural resource areas in the Town in order to maintain the overall quality of the environment; to protect opportunities for recreational and educational activities; and to avoid serious environmental and development problems.
10. Preservation of economically viable agricultural lands within the Town and to preserve the rural character of the farming areas.
11. The attainment of good soil and water conservation practices to reduce water runoff, control erosion and prevent surface water and groundwater contamination.