INTERGOVERNMENTAL COOPERATIVE PLAN BETWEEN THE TOWN OF CLAYTON AND THE TOWN OF WINCHESTER

The Town of Clayton, a Wisconsin town located in Winnebago County, Wisconsin ("Clayton") and the Town of Winchester, a Wisconsin town located in Winnebago County, Wisconsin ("Winchester") hereby enter into this Intergovernmental Cooperative Plan (the "Plan") under the authority of Wis. Stat. § 66.0307 and Wis. Stat. § 66.0301. Clayton and Winchester shall hereafter be referred to collectively as the "Parties".

Recitals

A. Clayton posted a Notice of Intent to Circulate a Petition for Incorporation on June 16, 2018, filed its incorporation petition in December 2018, and intends to incorporate as a village under Wis. Stat. § 66.0203 as soon as permitted to do so. Upon incorporation, the "Village of Larsen", or other such name as the village arising from the aforementioned petition adopts, will exist with the boundaries as identified in the attached Exhibit A, or such other boundaries as approved pursuant to Wis. Stat. § 66.0203.

B. The Parties have met several times to discuss the potential incorporation of Clayton and any possible concerns that may stem from Clayton's incorporation.

C. As a result of those meetings, the Parties have determined that it is in their collective best interests to enter into this Plan.

D. The Parties have further determined that the arrangements described in this Plan will serve the purposes described in Wis. Stat. § 66.0307(3)(b) by building and accomplishing coordinated, adjusted, and harmonious development of the territory covered by the Plan in a manner that best promotes the public health, safety, morals, order, convenience, prosperity, and general welfare, as well as achieving efficiency and economy in the performance of governmental functions.

E. Wis. Stat. § 66.0307(2)(a) through (d) require that cooperative plans be organized around "options" for future boundary changes. These options specify how boundary changes will occur under the cooperative plan. This Plan is organized around the option described in Wis. Stat. § 66.0307(2)(d), which allows a cooperative plan to provide that specified boundary lines may not be changed during the planning period. Specifically, upon incorporation of the Village of Larsen, the Village will not annex or attach any property located in Winchester, except as permitted herein, for the remainder of the term of this Plan.

F. The Parties enter into this Plan for the purpose of establishing permanent boundaries, assuring orderly development and limiting extraterritorial zoning, land division, and official mapping controls within the boundaries of the Town of Winchester once the Village of Larsen is incorporated.

NOW, THEREFORE, in consideration of the above recitals, which are contractual, and for other good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, the Parties agree as follows:

Section 1: Participating Municipalities.

The Parties, whose respective boundaries as of the effective date of this Plan are shown in the "Cooperative Plan Area" map attached as Exhibit B, enter into this Plan under the authority of Wis. Stat. § 66.0307.

Section 2: Contact Persons.

The following persons and their successors are authorized to speak for their respective municipalities regarding this Plan.

- **Town of Clayton**
  Town Chairperson
  Russ Geise
  920-427-4126
  rgeise@centurytel.net

- **Town of Winchester**
  Town Chairperson
  Matthew J. Olson
  920-836-1769

Section 3: Territory Subject to Plan.

This Plan will cover the "Cooperative Plan Area" as identified in Exhibit B.

Section 4: Purpose.

The Plan is intended to achieve the general purpose described in Wis. Stat. § 66.0307(3)(b), which is to guide and accomplish a coordinated, adjusted, and harmonious development of the territory covered by the Plan consistent with each existing participating municipality's comprehensive plan. The Parties have further identified the following specific purposes of this Plan:

a. Annexation waiver – Upon the incorporation of Clayton, the new "Village of Larsen" will not annex or attach any property of the Town of Winchester during the term of the Plan without the prior written consent of the Town of Winchester Board.

b. Extraterritorial Jurisdiction - Upon the incorporation of Clayton, the new "Village of Larsen" agrees to waive certain portions of its extraterritorial jurisdiction within the Cooperative Plan Area. Extraterritorial jurisdiction is discussed in more detail in Section 6 below.

c. Support for Incorporation – The Town of Winchester agrees to support Clayton's incorporation, and agrees to waive any right to commence or maintain any action to contest or challenge the validity or enforceability of the incorporation.

d. Joint Sanitary District – The parties intend for the existing Larsen-Winchester Sanitary District – whose current boundaries are shown in the attached Exhibit C – to be owned and operated by the Village of Larsen immediately upon the effective date of this Plan.

Section 5: Consistency with Comprehensive Plans.

Currently, Clayton maintains a Comprehensive Plan developed under Wis. Stat. § 66.1001 entitled "*Town of Clayton Comprehensive Plan 2016-2036.*" Currently, Winchester maintains a Comprehensive Plan developed under Wis. Stat. § 66.1001 that was originally adopted in 2006 and amended in 2016.

This Plan is consistent and compatible with existing plans, ordinances, codes, and statutes. The Plan was developed in recognition of the multiple jurisdictions with an interest in the Cooperative Plan Area. This Plan will allow the Parties to move forward in planning for the delivery of services to their respective areas so that there will not be competition between the Parties, property owners, and developers.

Section 6: Extraterritorial Jurisdiction Authority.

The Parties acknowledge that Clayton will have the ability to exercise statutory extraterritorial zoning, planning and land division review authority once it incorporates into the Village of Larsen pursuant to Wis. Stats. § 62.23(2), § 62.23(7a), § 236.10(1)(b) and § 236.02(5). Once incorporated, the Village of Larsen may exercise its extraterritorial jurisdiction throughout the Cooperative Plan Area subject to the following limitations.

a. The Village of Larsen agrees to waive its extraterritorial platting and land division review authority throughout the Cooperative Plan Area.

b. The Village of Larsen agrees to waive its extraterritorial zoning authority under Wis. Stat. § 62.23(7a) throughout the Cooperative Plan Area. However, the Village reserves the right to exercise its extraterritorial planning authority under Wis. Stat. § 62.23(2), but only insofar as it relates to public utilities, roadway issues, and other issues that are mutually agreed upon by the parties.

c. The Parties shall record with the Winnebago County Register of Deeds resolutions providing for the waivers of the Village of Larsen's extraterritorial jurisdiction powers described in this Plan as soon as practicable upon the incorporation of the Village of Larsen.

d. The Village of Larsen shall not rescind this waiver for the duration of the Plan term without first obtaining the written approval of the Town of Winchester.

Section 7: Annexations.

Once incorporated, the Village of Larsen will not annex or attach any territory from the Cooperative Plan Area without the prior written consent of the Town of Winchester Town Board, which consent may be withheld or conditioned at the sole discretion of Winchester. A written request for consent will be submitted to Winchester upon receipt of an annexation

petition. Winchester will respond in writing to such a request within 45 days. Winchester's failure to approve a request within such 45-day period shall constitute a denial.

Section 8: Larsen-Winchester Sanitary District.

The Parties agree that immediately upon the effective date of this Plan, all assets and liabilities of the Larsen-Winchester Sanitary District will be transferred to and assumed by Clayton. The parties further agree that at such time, the responsibility for continuing the operation of the District shall be vested in Clayton. The parties agree to take such further action and execute such further documents as necessary to accomplish the transfer. Clayton will defend, indemnify, and hold harmless the Town of Winchester against all claims, losses, and damages arising from the operation and management of the Larsen-Winchester Sanitary District following the transfer.

Clayton agrees that upon the transfer of the Larsen-Winchester Sanitary District, it will continue providing services to properties served by the District within the Town of Winchester as of the date of transfer and will also extend services to any property located in the Town of Winchester that is also located within the Larsen-Winchester Sewer Service Area, or its successor, as it is amended from time-to-time, without conditioning services on annexation; provided, however, that the Clayton has adequate capacity to provide such services or other such conditions as are reasonable and customary for the provision of such services.

It may be necessary from time-to-time for Clayton to invoke special assessment proceedings and to levy special assessments upon property located within the Town of Winchester for the design, installation, repair, replacement, or extension of infrastructure located within the Town of Winchester. The Town of Winchester agrees to take all action necessary for the Clayton to levy and carry out those special assessments within the Town of Winchester.

The parties agree that upon transfer of the Larsen-Winchester Sanitary District, Town of Winchester users who receive services from Clayton will be subject to the same connection charges, service charges, volume charges, and other rates and charges as those in effect within the Clayton. The parties acknowledge that the Clayton's rates and charges may change from time-to-time and that any changes will also apply to Town of Winchester users who receive services from Clayton. Clayton will not discriminate between Town of Winchester users and Town of Clayton users in the creation and implementation of its rates, charges, and special assessments.

The parties further agree that upon the effective date of this Plan, the Larsen-Winchester Sanitary District Commission will become a five-member commission with members to be determined by Clayton. The Parties agree that by adopting this Agreement they are resolving to implement a five member commission. The parties agree to take such further action and execute such further documents as necessary to implement a five member commission. The Town of Winchester agrees that they will not appoint any person to the Commission who has not been approved or nominated by the Town of Clayton.

Section 9: Compactness.

Because Section 7 establishes a general prohibition on annexations or attachments of territory from Winchester, its boundaries will remain the same or substantially the same as they currently

are. Similarly, the general prohibition on annexations and attachments will limit additional growth of the Village of Larsen into the Town of Winchester during the term of this Plan. The compactness of the Village of Larsen will also be examined as part of its incorporation process.

Section 10: Services.

Except as otherwise specifically provided herein, each of the parties will be responsible for providing municipal services within its boundaries. That is, this Plan contemplates no shared services other than those specifically described herein or otherwise approved by the parties through other intergovernmental agreements.

Section 11: Dispute Resolution.

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

a. If the dispute cannot be resolved by the personnel directly involved, the parties will consider the following mediation process before invoking formal arbitration:

   i. Each party will designate a representative with appropriate authority to be its representative in the mediation of the dispute.

   ii. Either representative may request the assistance of a qualified mediator. If the parties cannot agree on the qualified mediator within five days of the request for a mediator, a qualified mediator will be appointed by the Municipal Boundary Review Director of the Office of Land Information Services of the State of Wisconsin Department of Administration, or his successor.

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

   iv. 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 10 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 the Parties 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 reach a satisfactory resolution of their dispute. To the extent authorized by law, the mediation session(s) 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 maintain the confidentiality of the mediation and shall not rely on, or introduce as evidence in any arbitral, 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 mediation proceedings.

vi. The expenses of a mediator, if any, shall be borne equally by the Parties.

b. If unresolved after (a) above, either Party may seek a judicial determination of the matter by the filing of an action in the Circuit Court of Winnebago County, State of Wisconsin according statute.

Section 12: Consistency with State, Federal, and Local Laws.

This Plan is consistent with current state and federal law, shoreland zoning ordinances, municipal regulations, and administrative rules that apply to the Parties. This Plan will be interpreted consistent with applicable law, and it acknowledges that other sources of law may supersede the Plan. The intent of the Plan is to avoid conflict with any applicable law.

Section 13: Severability

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

Section 14: Effective Date and Planning Period.

This Plan shall take effect upon its approval by the Wisconsin Department of Administration. The planning period shall be 50 years for all provisions, unless the Parties, or their successors in interest, agree otherwise by written instrument consistent with applicable law at the time of its execution. The 50-year planning period is necessary in order to implement the prohibition on annexations, the waiver of Larsen's extraterritorial jurisdiction for the period agreed upon by the parties, and is also consideration for the transfer of the Larsen-Winchester Sanitary District in accordance with Section 8, above. Upon expiration of the 50-year period, this Plan shall be automatically renewed for two additional 25-year periods unless either party gives prior written notice to the other at least one year prior, but not more than two years prior, to the expiration of the current term that it intends not to renew this Plan. The parties expressly agree that the provisions of this Plan related to the parties' post-incorporation relationship apply both to the currently-pending incorporation petition as well as to any subsequent incorporation that occurs during the term of this Plan.

Section 15: Miscellaneous.

a. No Third-Party Beneficiary. This Plan is intended to be solely between the Parties. There are no intended third-party beneficiaries of this Plan. Nothing in this Plan shall be interpreted as giving to any person or entity not a party to this Plan any legal or equitable right whatsoever.

b. Administration. This Plan shall be administered on behalf of each party by that party's Town Chairperson or designee.

c. Further Acts. The Parties agree to take any further actions and execute such further documents as are necessary to accomplish the actions contemplated by this Plan.

d. Third-Party Actions. In the event of a court action by a third party challenging the validity or enforceability of this Plan, the Parties shall cooperate to vigorously defend this Plan. If only one party is named in the relevant action, the other party will seek to intervene and the named party will support such intervention. No settlement of any action is permitted without the approval of the governing bodies of both Parties.

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

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

g. Amendment. The procedure for amending this Plan shall be that as set forth in Wis. Stat. § 66.0307(8).

h. Continued Enforceability. The enforceability of this Plan is not affected by statutory amendments, changes in the forms of governments of the Parties, or changes in the elected officials of the Parties. This Plan shall be construed to be binding upon the Parties' respective successors, agents and employees.

i. Performance Standard. This Plan requires the Parties to act or to refrain from acting on a number of matters. The Parties acknowledge that this Plan 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, delayed, or conditioned.

j. Counterparts. This Plan may be signed in one or more counterparts, each of which, taken together, shall be deemed the same document. Furthermore, facsimile and digital pdf signatures constitute the same as an original signature.

IN WITNESS THEREOF, the Parties certify that this Plan has been duly approved by their respective governing bodies in accordance with all applicable state and local laws, regulations and ordinances, and that each party has caused their duly authorized officers to execute this Plan.

TOWN OF CLAYTON

DATED: 01-15-2020

APPROVED:

By: _____
Russ Geise, Town Chairman

ATTEST: _____
Holly Stevens, Town Clerk

Approved: 01-15-2020

Posted: _____

TOWN OF WINCHESTER

DATE: 01-06-2020

APPROVED:

By: _____
Matthew J. Olson, Town Chairman

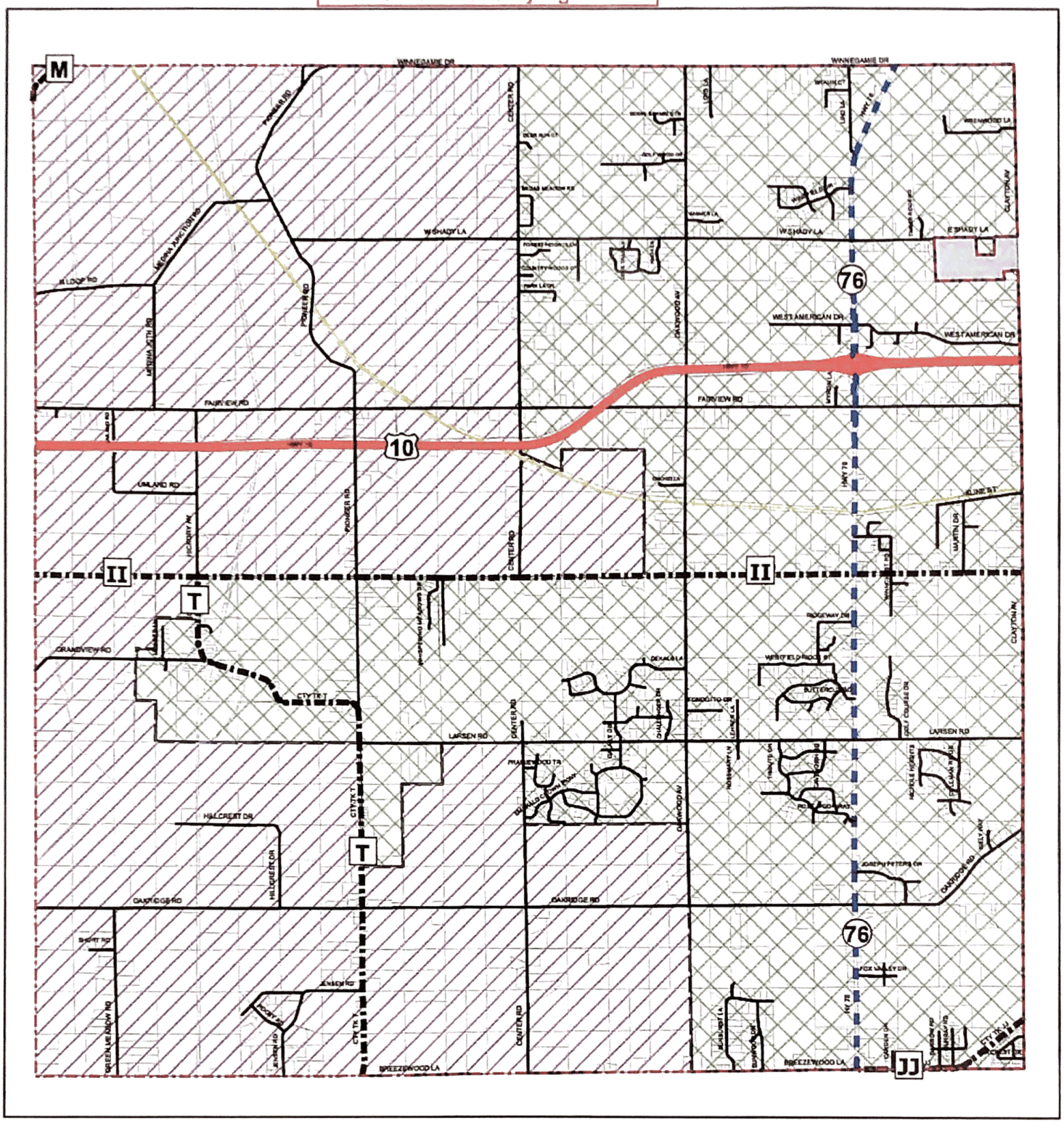
ATTEST: _____
Holly Stevens, Town Clerk

Approved: 01-06-2020

Posted: _____

33849426_3.DOCX

Exhibit A to Boundary Agreement



Map Features

- Parcel Line
- Railroad Centerline
- Local Road
- County Road
- State Highway
- Federal Highway

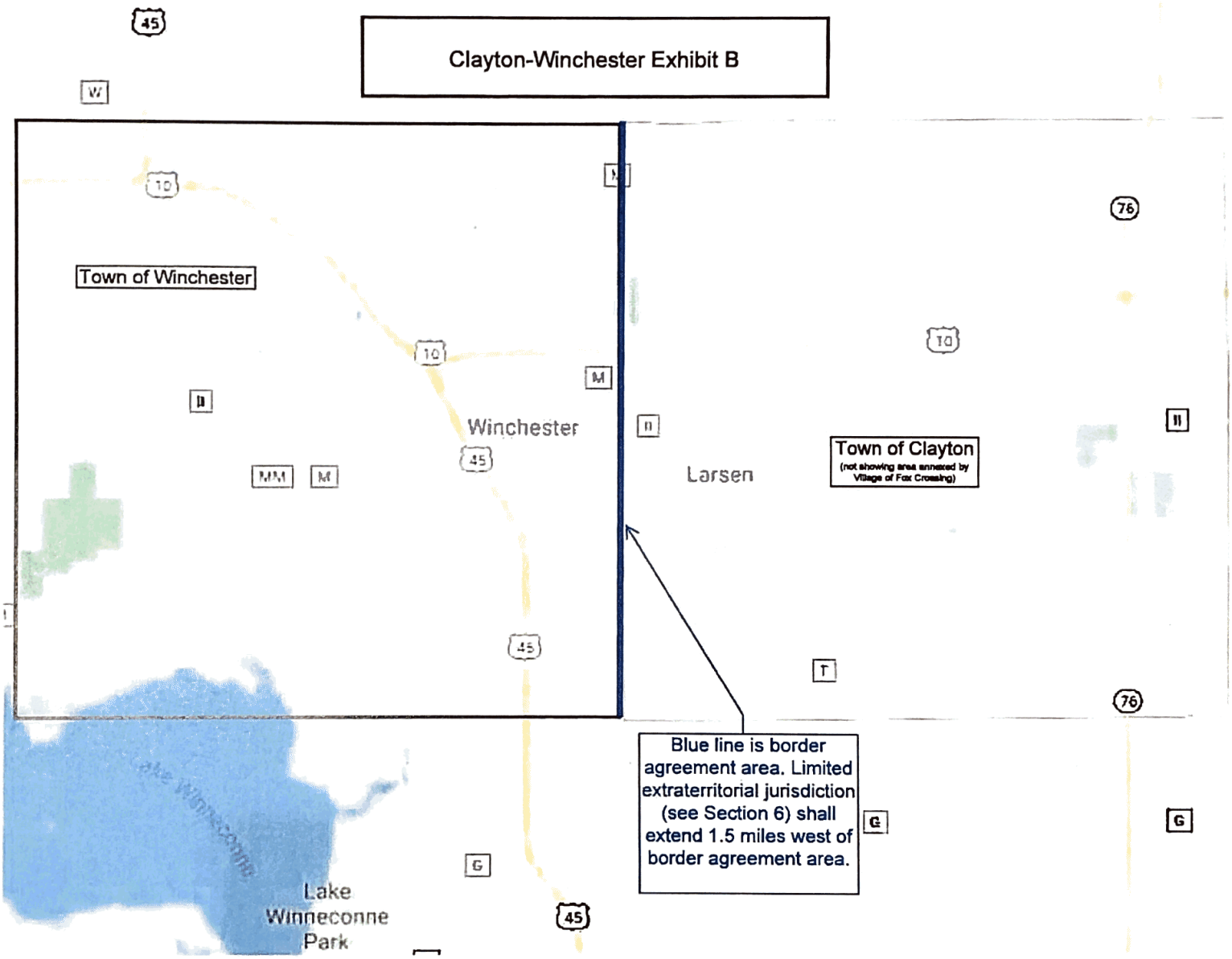
Municipal Areas

- Town of Clayton
- Village of Clayton
- Village of Fox Crossing

N W E S

0 0.25 0.5 1 1.5 2 Miles

Clayton-Winchester Exhibit B



CLAYTON-WINCHESTER EXHIBIT C

LARSEN-WINCHESTER SANITARY DISTRICT
WINCHESTER BOUNDARY

WINNEBAGO COUNTY, WISCONSIN

DRAWN BY	CHECKED	APPROVED
MLS		

NO.	DATE	REVISION

SCALE: 1"=400'
DATE: DEC. 2013
COUNTY FILE:
DRAWING FILE: 1-0048-008

Martenson & Eisele, Inc.
1377 Midway Road
Menasha, WI 54952
www.martenson-eisele.com
info@martenson-eisele.com
920.731.0381 1.800.236.0381

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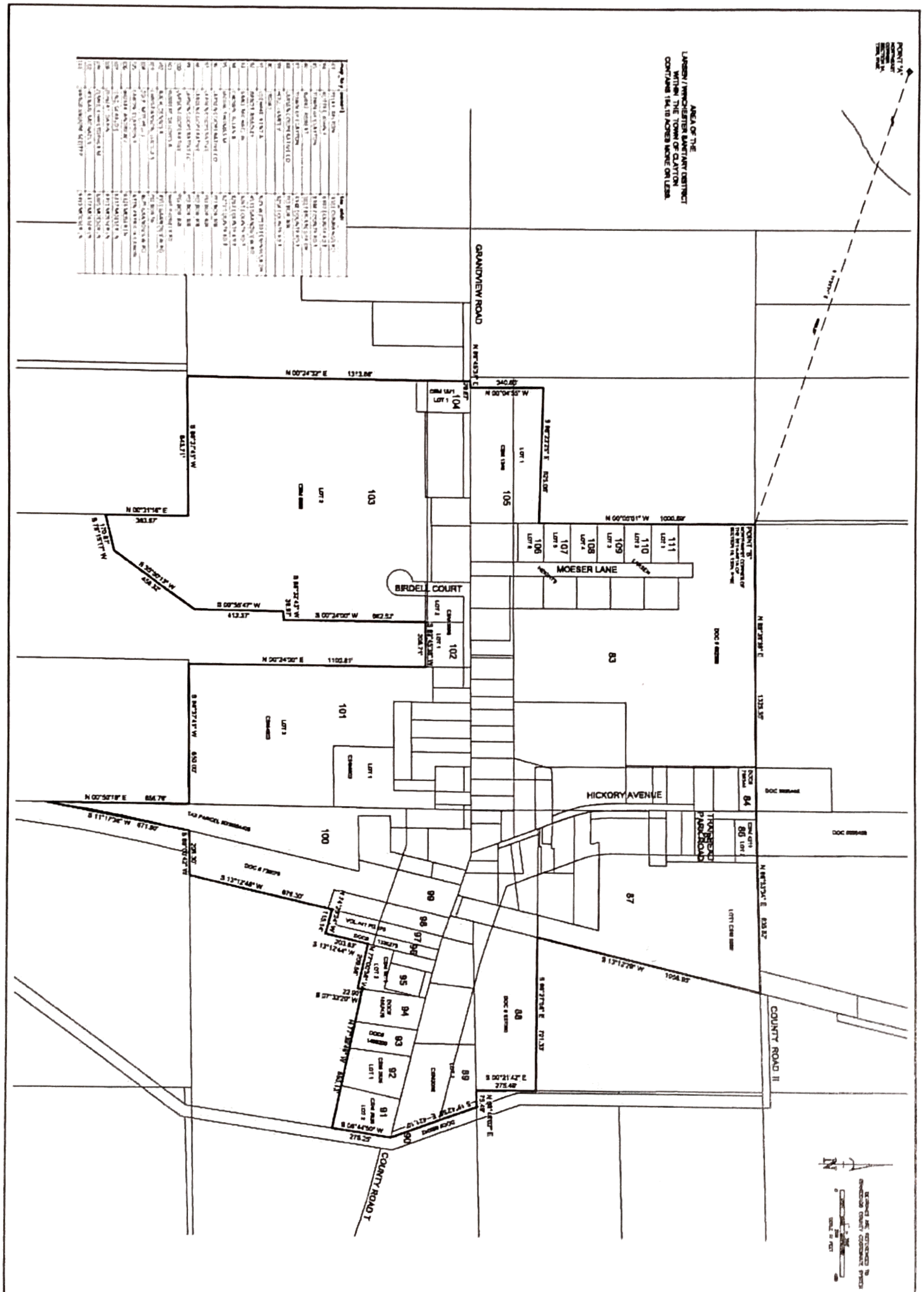

LARSEN-WINCHESTER SANITARY DISTRICT

CLAYTON BOUNDARY

WINNEBAGO COUNTY, WISCONSIN.

DRAWN BY	CHECKED	APPROVED
NO.	DATE	REVISION

SCALE 1"=200'

DATE DEC. 2013

DRAWING NO. 1-0049-008

Martenson & Eisele, Inc.

1377 Midway Road
Menasha, WI 54952
www.martenson-eisele.com
info@martenson-eisele.com
920.731.0381 1.800.236.0381

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RESOLUTION OF THE TOWN OF WINCHESTER, WINNEBAGO COUNTY, WISCONSIN AUTHORIZING PARTICIPATION IN THE PREPARATION OF A COOPERATIVE PLAN WITH THE TOWN OF CLAYTON

WHEREAS, the Town of Winchester ("Town") and the Town of Clayton ("Clayton") both located in Winnebago County, Wisconsin, wish to enter into a cooperative plan for the purpose of addressing the terms and conditions of the potential incorporation of a portion of Clayton; and

WHEREAS, Wis. Stat. § 66.0307 authorizes adjoining municipalities to set the boundaries between and among themselves upon adopting, and having approved by the Wisconsin Department of Administration, a cooperative plan in accordance with the procedures and requirements of Wis. Stat. § 66.0307; and

WHEREAS, the cooperative plan will have the general purpose of guiding and accomplishing a coordinated adjusted and harmonious development of the territory covered by the plan in order to best promote the public health, safety, and general welfare together with the future needs of the Town and Clayton; and

WHEREAS, cooperative planning is in the best interests of the Town and Clayton as participating municipalities; and

WHEREAS, the purpose of this resolution is to authorize participation in the cooperative planning process described in Wis. Stat. § 66.0307;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board, pursuant to Wis. Stat. § 66.0307(4)(a), does hereby authorize participation in the preparation of a cooperative boundary agreement and cooperative plan as defined in Wis. Stat. § 66.0307;

FURTHER RESOLVED, that promptly upon the adoption of this resolution, the Town Clerk shall forward a copy of this resolution to the parties listed in Wis. Stat. § 66.0307(4)(a); and

FURTHER RESOLVED, that at least 60 days after the adoption of the last resolution by a participating municipality and at least 60 days before submitting a cooperative plan to the State for review and approval, the Town, together with Clayton, shall hold a joint hearing on the proposed cooperative plan. Notice of the hearing shall be given by the Town and Clayton by Class 3 notice; and

FURTHER RESOLVED, that the Town Clerk and the Town Attorney are authorized and directed to take all other necessary and appropriate action consistent with this authorizing resolution.

Adopted this 15th day of July, 2019.

TOWN OF WINCHESTER

By:

Matthew J Olson, Town Chairperson

Attest:

Holly Stevens, Town Clerk

RESOLUTION 2019-008

RESOLUTION OF THE TOWN OF CLAYTON, WINNEBAGO COUNTY, WISCONSIN AUTHORIZING PARTICIPATION IN THE PREPARATION OF A COOPERATIVE PLAN WITH THE TOWN OF WINCHESTER, TOWN OF NEENAH, TOWN OF WINNECONNE AND WOWN OF VINLAND

WHEREAS, the Town of Clayton (the "Town"), the Town of Winchester, the Town of Neenah, the Town of Winneconne and the Town of Vinland, all located in Winnebago County, Wisconsin (collectively the "Participating Municipalities"), wish to enter into separate cooperative plans for the purpose of addressing the terms and conditions of the incorporation of the Town; and

WHEREAS, Wis. Stat. § 66.0307 authorizes adjoining municipalities to set the boundaries between and among themselves upon adopting, and having approved by the Wisconsin Department of Administration, a cooperative plan in accordance with the procedures and requirements of Wis. Stat. § 66.0307; and

WHEREAS, the cooperative plans between the Town and each of the Participating Municipalities will have the general purpose of guiding and accomplishing a coordinated, adjusted and harmonious development of the territory covered by the plans in order to best promote the public health, safety, and general welfare together with the future needs of the Participating Municipalities; and

WHEREAS, cooperative planning is in the best interests of the Participating Municipalities; and

WHEREAS, the purpose of this resolution is to authorize participation in the cooperative planning process described in Wis. Stat. § 66.0307;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board, pursuant to Wis. Stat. § 66.0307(4)(a), does hereby authorize participation with each of the Participating Municipalities in the preparation of cooperative boundary agreements and cooperative plans as defined in Wis. Stat. § 66.0307;

FURTHER RESOLVED, that promptly upon the adoption of this resolution, the Town Clerk shall forward a copy of this resolution to the parties listed in Wis. Stat. § 66.0307(4)(a); and

FURTHER RESOLVED, that at least 60 days after the adoption of the last resolution by one of the Participating Municipalities and at least 60 days before submitting cooperative plans to the State for review and approval, the Town, together with the other Participating Municipalities, shall hold a joint hearing on the proposed cooperative plans. Notice of the hearing shall be given by each of the Participating Municipalities by Class 3 notice; and

FURTHER RESOLVED, that the Town Clerk and the Town Attorney are authorized and directed to take all other necessary and appropriate action consistent with this authorizing resolution.

Adopted this 17th day of July, 2019.

TOWN OF CLAYTON

By: _____
Russell Geise, Town Chairperson

Attest: _____
Holly Stevens, Town Clerk

33155587_1

POST-CRESCENT media
A GANNETT COMPANY

STATE OF WISCONSIN
BROWN COUNTY

DEMPSEY, EDGARTON, ST. PETER,

10 FOREST AVE

FOND DU LAC WI 549354111

I, being duly sworn, doth depose and say I am an authorized representative of the Appleton Post Crescent, a newspaper published at Appleton, Wisconsin and that an advertisment of which the annexed is a true copy, taken from said paper, which was published therein on:

Account Number:	GWM-0000004308
Order Number:	0003820718
No. of Affidavits:	1
Total Ad Cost:	$140.55
Published Dates:	10/02/19, 10/09/19, 10/16/19

(Signed) _____ (Date) 10/21/19

Legal Clerk

Signed and sworn before me

_____

My commission expires 8-25-23

SHELLY HORA
Notary Public
State of Wisconsin

DEMPSEY, EDGARTON, ST. PETER,
Re: PH 10-/-23-/-19

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LEGAL NOTICE
JOINT NOTICE OF PUBLIC HEARING REGARDING COOPERATIVE PLANS INVOLVING THE TOWNS OF CLAYTON, WINNECONNE, WINCHESTER, AND VINLAND PURSUANT TO WIS. STAT. § 66.0307

PLEASE TAKE NOTICE that a joint public hearing will be held on October 23, 2019 at 6:00 p.m. at the Town of Clayton Town Hall, 8348 County Road T, Larsen, Wisconsin, regarding three Cooperative Plan Agreements pursuant to Wis. Stat. § 66.0307. Interested parties may publicly comment on the Agreements during the hearing and may submit written comments on the Agreements before, at, or within 20 days following the hearing. Comments will be considered by the parties before the Agreements are finalized and submitted to the State of Wisconsin Department of Administration.

The Agreements include provisions affecting the common boundary lines among the parties, their extraterritorial authority, and shared services. Copies of the Agreements are available for review by contacting the Town Clerks as follows:

Yvonne Zobel, Town of Winneconne Clerk
920-582-3260
tn.winn@northnet.net
Holly Stevens, Town of Winchester and Clayton Clerk
920-836-2948
clerk@townofwinchesterwi.com
Jennifer Brown, Town of Vinland Clerk
920-235-6953
vinlandclerk@ntd.net

Public Notices

This notice is being provided jointly by the parties as required under Wis. Stat. § 66.0307(4)(b).

Dated this 2nd day of October, 2019.

Yvonne Zobel
Holly Stevens
Jennifer Brown

Run: Oct. 2, 9, 16, 2019 WNAXLP

Oshkosh
Northwestern media
A GANNETT COMPANY

LEGAL NOTICE
JOINT NOTICE OF PUBLIC HEARING REGARDING COOPERATIVE PLANS INVOLVING THE TOWNS OF CLAYTON, WINNECONNE, WINCHESTER, AND VINLAND PURSUANT TO WIS. STAT. § 66.0307
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920-582-3260
tn.winn@northnet.net
Holly Stevens, Town of Winchester and Clayton Clerk
920-836-2948
clerk@townofwinchesterwi.com
Jennifer Brown, Town of Vinland Clerk
920-235-6953
vinlandclerk@ntd.net
This notice is being provided jointly by the parties as required under Wis. Stat. § 66.0307(4)(b).
Dated this 2nd day of October, 2019.
Yvonne Zobel
Holly Stevens
Jennifer Brown
Run: Oct. 2, 9, 16, 2019 WNAXLP

STATE OF WISCONSIN
BROWN COUNTY

DEMPSEY, EDGARTON, ST. PETER,

10 FOREST AVE

FOND DU LAC WI 549354111

Being duly sworn, doth depose and say that she/he is an authorized representative of the Oshkosh Northwestern, a daily newspaper published in the city of Oshkosh, in Winnebago County, Wisconsin, and that an advertisement of which the annexed is a true copy, taken from said paper, which was published therein on

Account Number: GWM-0000004308
Order Number: 0003820725
No. of Affidavits: 1
Total Ad Cost: $80.75
Published Dates: 10/02/19, 10/09/19, 10/16/19

(Signed) _____ **(Date)** 10/21/19
Legal Clerk

Signed and sworn before me

_____

NANCY HEYRMAN
Notary Public
State of Wisconsin

My commission expires 5.15.23

DEMPSEY, EDGARTON, ST. PETER,
Re: PH 10-23-19

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JOINT PUBLIC HEARING

Towns of Clayton, Winneconne, Winchester, and Vinland
at the Town of Clayton Town Hall
8348 County Road T, Larsen, Wisconsin
October 23, 2019—6:00 p.m.

MINUTES

1. Call meeting to order. Roll call. Confirm meeting notice.

   Town of Clayton Chair Geise called the meeting to order at 6:00 p.m.

   Town of Clayton Assistant Administrator Straw confirmed the meeting was properly noticed.

   Roll call:

Town of Clayton		
	Chair Geise	PRESENT
	Supervisor Lettau	PRESENT
	Supervisor Grundman	PRESENT
	Supervisor Schmidt	PRESENT
	Supervisor Reif	PRESENT
	Administrator Johnston	PRESENT
	Asst Admin. Straw	PRESENT
Town of Vinland		
	Chair Farrey	PRESENT
	Supervisor Batley	PRESENT
	Supervisor Devens	PRESENT
	Clerk Brown	PRESENT
	Treasurer Brazee	PRESENT
Town of Winchester		
	Chair Olson	PRESENT
	Supervisor Vander Zanden	PRESENT
	Supervisor Joas	PRESENT
	Clerk Stevens	PRESENT
Town of Winneconne		
	Chair Snider	PRESENT
	Supervisor Black	PRESENT
	Supervisor Burghardt	EXCUSED
	Supervisor Lang	EXCUSED
	Supervisor Woods	PRESENT
	Clerk Zobel	EXCUSED

Town of Clayton Legal Counsel
Attorney Ben Lafrombois, Von Briesen & Roper, S.C.

Towns of Vinland, Winchester, and Winneconne Legal Counsel
Attorney Matt Parmentier, Dempsey, Edgarton, St. Peter, Petak & Rosenfeldt

Others in attendance:
Alice Joas, 8870 County Road M, Larsen
Kelly Wisnefske, 7812 County Road T, Larsen
Mike Pfankuch, 4556 Grandview Road, Larsen
Howie Miller, 5468 Grandview Road, Larsen
Lana Prusik, 9207 Pioneer Road, Larsen
Bob Schmeichel, Town of Neenah Chair

2. Welcome and introduction.

Town of Clayton Chair Geise welcomed everyone and turned the meeting over to Attorney Parmentier

3. Presentation of draft cooperative plans.

Attorney Parmentier reviewed the procedure for the process of developing Cooperative Plans.

Attorney Parmentier presented the Overview of the Cooperative Plans as follows:

1. Substantive Provisions Common to all Plans.

a. Support for Incorporation. In exchange for the promises Clayton makes in the agreement, the other towns agree to support Clayton's incorporation efforts and waive their rights to contest the incorporation.

b. Extraterritorial Land Division Review. Incorporated villages have statutory authority to regulate land divisions within 1.5 miles of their territorial boundaries. Under the cooperative plans, Clayton waives this authority upon its incorporation.

c. Extraterritorial Zoning Authority. Incorporated villages can, with the participation of adjacent towns, enact extraterritorial zoning ordinances that control land use within 1.5 miles of their territorial boundaries. Under the cooperative plans, Clayton waives authority upon its incorporation.

d. Extraterritorial Planning Authority. Incorporated villages must adopt "master plans" for development that can include areas outside of their boundaries that bear relation to the development of the village. Under the cooperative plans,

Clayton waives this authority upon its incorporation, except with respect to utilities and roadways, so that road extensions that cross municipal boundaries can be coordinated.

e. Annexations. Annexation is the process by which an incorporated village can take territory from an adjacent town and bring it within the village's boundaries. Annexations can be voluntary (e.g., unanimous petition) or involuntary (e.g., majority petition). "Attachments" are annexations that occur under the terms of a boundary agreement. In either case, these processes result in lost tax base for the town that loses the territory and can lead to intergovernmental disputes. Under the cooperative plans, Clayton waives annexation and attachment authority throughout the towns unless the relevant town agrees in writing to the annexation.

2. Special Provisions.

a. Vinland's JJ Keller Protection Provision. The plan between Clayton and Vinland includes a special provision that applies to the JJ Keller-owned property at the comer of Breezewood Lane and Hwy 76. The provision says that Clayton will provide sewer and water service to that property without requiring annexation or tax revenue sharing if the following conditions are met:

i The property owner requests sewer and/or water services.

ii The property is included in a relevant utility service area.

iii The Village has the utility infrastructure necessary to provide the requested utilities.

iv The Village has adequate capacity to provide the utility services.

b. Winchester's Joint Sanitary District Provision. The plan between Clayton and Winchester includes a special provision regarding ownership and control of the Larsen-Winchester Sanitary District. Upon the effective date of the plan, ownership, assets, and liabilities of the District will be transferred to Clayton so that Clayton is solely responsible for the District. The patties agreed to the following regarding the operation of the District post-transfer:

i. The District will go to a five-member commission with commissioners chosen by Clayton.

ii. Clayton will continue providing services to properties within Winchester that were receiving services from the District prior to the transfer.

iii. Clayton will also provide service to new properties within Winchester as long as the property is located within its sewer service area.

iv. New connections will not be conditioned upon annexation but are dependent on Clayton having adequate capacity to serve the property.

v. Clayton will not discriminate against Winchester users in the connection fees, service charges, volume charges, and other rates that it charges.

vi. Winchester will cooperate with Clayton if it is necessary for Clayton to levy any special assessments within Winchester for utility projects.

c. Duration of Plans. The duration of the Winneconne and Vinland plans is 20 years. However, in consideration of Winchester's agreement to transfer ownership of its joint sanitary district, the Winchester plan is for a period of 50 years with two subsequent 25-year renewal options.

4. Public comments on cooperative plans.

Town of Clayton Chair Geise opened the Public Hearing for questions and comments.

No questions or comments were presented.

Town of Clayton Chair Geise closed the Public Hearing at 6:27 p.m.

5. Discussion of next steps in cooperative planning process.

Attorney Parmentier explained that this hearing starts a 20-day public comment period which allows for the public to submit comments or questions regarding any of the Cooperative Plans. He noted that submissions should be given to the Clerk of the relative municipality. He advised the Clerks to keep all submissions because the comments will become part of the Wisconsin Department of Administration submittal for review.

Attorney Parmentier noted that East Central Wisconsin Regional Planning Commission and Winnebago County will also be submitting written comment(s) regarding each plan during this comment period.

Town of Vinland Chair inquired regarding which department at the County receives the request and submits the comments. Attorney Parmentier explained that the request was submitted to the Clerk's office and would be forwarded to the Planning and Zoning Department for review of compliance with the County's Comprehensive Plan.

Town of Winchester Supervisor Vander Zanden inquired about the status of the Cooperative Plans if the Town of Clayton incorporation does not get approved. Attorney Parmentier explained that the agreements apply to any incorporation attempt.

Attorney Parmentier also noted that this hearing starts the local plan review and approval process. He noted that each Town Board will review and approve their plans not less than 60 days and not more than 180 after this hearing.

6. Adjourn.

MOTION:
Motion by Town of Vinland Chair Farrey
Second by Town of Winchester Supervisor Joas
Motion to Adjourn at 6:33 p.m.
Motion carried by unanimous voice vote.

Respectfully Submitted,

Matt Parmentier, Recording Secretary for Towns of Winneconne, Winchester, and Vinland

Affidavit of Mailing for the Authorizing Resolution

TOWN OF CLAYTON
COUNTY OF WINNEBAGO
STATE OF WISCONSIN

I, Holly Stevens, Clerk of the Town of Clayton, County of Winnebago, State of Wisconsin, do hereby attest and affirm the following:

Upon adoption of RESOLUTION 2019-008 A Resolution of the Town of Clayton, Winnebago County, Wisconsin, Authorizing Participation in the Preparation of a Cooperative Plan with the Town of Winchester, Town of Neenah, Town of Winneconne, and Town of Vinland, distributed copies of the said resolution according to WI Stats. § 66.0307 (4)(a):

66.0307 Boundary change pursuant to approved cooperative plan.

(4) PROCEDURE FOR ADOPTING COOPERATIVE PLAN.

(a) *Authorizing resolution.* Each municipality that intends to participate in the preparation of a cooperative plan under this section shall adopt a resolution authorizing participation in the preparation of the plan. Notice of each resolution shall be given in writing, within 5 days after the resolution is adopted, to all of the following:

1. The department, the department of natural resources, the department of agriculture, trade and consumer protection and the department of transportation.

2. 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 a participating municipality.

3. The clerk of each county in which a participating municipality is located.

4. Any county zoning agency under s. 59.69 (2) or regional planning commission whose jurisdiction includes a participating municipality.

The above-noted action was completed on July 18, 2019.

This affidavit is filed in the records of the Town Clerk for the Town of Clayton.

Holly Stevens, Clerk

7/18/2019
Date

Affidavit of Mailing for the Authorizing Resolution

TOWN OF WINCHESTER
COUNTY OF WINNEBAGO
STATE OF WISCONSIN

I, Holly Stevens, Clerk of the Town of Winchester, County of Winnebago, State of Wisconsin, do hereby attest and affirm the following:

Upon adoption of RESOLUTION 2019 A Resolution of the Town of Winchester, Winnebago County, Wisconsin, Authorizing Participation in the Preparation of a Cooperative Plan with the Town of Clayton, distributed copies of the said resolution according to WI Stats. § 66.0307 (4)(a):

66.0307 Boundary change pursuant to approved cooperative plan.

(4) PROCEDURE FOR ADOPTING COOPERATIVE PLAN.

(a) *Authorizing resolution.* Each municipality that intends to participate in the preparation of a cooperative plan under this section shall adopt a resolution authorizing participation in the preparation of the plan. Notice of each resolution shall be given in writing, within 5 days after the resolution is adopted, to all of the following:

1. The department, the department of natural resources, the department of agriculture, trade and consumer protection and the department of transportation.

2. 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 a participating municipality.

3. The clerk of each county in which a participating municipality is located.

4. Any county zoning agency under s. 59.69 (2) or regional planning commission whose jurisdiction includes a participating municipality.

The above-noted action was completed on July 15, 2019.

This affidavit is filed in the records of the Town Clerk for the Town of Winchester.

Holly Stevens, Clerk

07/16/2019
Date

RESOLUTON OF THE TOWN OF WINCHESTER
APPROVING COOPERATIVE PLAN WITH THE TOWN OF CLAYTON

Recitals

WHEREAS, Wis. Stat. § 66.0307 authorizes adjoining municipalities to establish the boundaries between themselves upon adopting, and having approved by the Wisconsin Department of Administration, a cooperative plan in accordance with the procedures and requirements of Wis. Stat. § 66.0307; and

WHEREAS, the Town of Winchester and the Town of Clayton have determined that it is in their interest to enter into a cooperative plan under Wis. Stat. § 66.0307; and

WHEREAS, the cooperative plan prepared by the Towns has the general purpose of guiding and accomplishing a coordinated and harmonious development of the territory covered by the plan in order to best promote the public health, safety, and general welfare; and

WHEREAS, a joint hearing on the proposed cooperative plan was held on October 23, 2019; and

WHEREAS, the parties received no public comments before, at, or after the public hearing; and

WHEREAS, the purpose of this resolution is to approve the cooperative plan as described in Wis. Stat. § 66.0307.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Winchester does hereby approve the cooperative plan with the Town of Clayton, a copy of which is attached hereto and incorporated by reference, as defined in Wis. Stat. § 66.0307; and

FURTHER RESOLVED, that the proper Town officials are hereby authorized to take all other necessary and appropriate action consistent with this resolution and Wis. Stat. § 66.0301

Adopted this 6th day of January, 2020

TOWN OF WINCHESTER

By: /Matthew J. Olson/
Matthew J. Olson, Chairperson

Attest: /Holly Stevens/
Holly Stevens, Clerk

G. Discussion/Action: Town Board review and consideration of the Fox West Sewerage Commission Joinder Agreement.

The Board reviewed a draft copy of the Fox West Sewerage Commission Joinder Agreement. The document has been prepared by each Municipality's respective legal Counsel. Chair Geise presented the document to the Town Board and Village Board President Youngquist presented the document to the Village Board. The Fox West Sewerage Commission Joinder Agreement allows the Town of Clayton and the Clayton Sanitary District #1 access to the Fox West facility for the treatment of wastewater upon acceptance by the Commission.

- Chair Geise noted that once the Town reaches 10 percent capacity in the plant, it will then get a seat on the Commission.

MOTION:
Motion by Supervisor Grundman
Second by Supervisor Wisnefske
Motion to approve the Fox West Sewerage Commission Joinder Agreement as presented.

ROLL CALL VOTE:

Supervisor Wisnefske	Aye
Supervisor Reif	Aye
Chair Geise	Aye
Supervisor Grundman	Aye
Supervisor Lettau	Aye

Motion carried by a 5-0 vote

H. Discussion/Action: Town Board review and consideration of the Intergovernmental Cooperative Plan with the Town of Winchester.

The Board reviewed a copy of the Intermunicipal Agreement with the Town of Winchester. The required public hearing relating to the agreement was held October 23, 2019. The agreement before the Board is the same agreement presented for the public hearing. The Winchester Town Board had approved the agreement Monday, January 6th, 2020.

- Chair Geise noted that good agreements make good neighbors and he feels this is a very good agreement

MOTION:
Motion by Supervisor Reif
Second by Supervisor Grundman
Motion to approve the Intergovernmental Cooperative Plan with the Town of Winchester as presented
ROLL CALL VOTE:

Supervisor Wisnefske	Aye
Supervisor Grundman	Aye
Supervisor Lettau	Aye

Supervisor Reif	Aye
Chair Geise	Aye

Motion carried by a 5-0 vote

I. Discussion/Action: Town Board review and consideration of the Intergovernmental Cooperative Plan with the Town of Vinland.

The Board reviewed a copy of the Intermunicipal Agreement with the Town of Vinland. The required public hearing relating to the agreement was held October 23, 2019. The agreement before the Board is the same agreement presented for the public hearing. The Vinland Town Board is scheduled to consider the agreement on January 20, 2020.

- Chair Geise again noted that good agreements make good neighbors and this is a very good agreement for both Towns

MOTION:
Motion by Supervisor Reif
Second by Supervisor Lettau
Motion to approve the Intergovernmental Cooperative Plan with the Town of Vinland as presented

ROLL CALL VOTE:

Chair Geise	Aye
Supervisor Lettau	Aye
Supervisor Wisnefske	Aye
Supervisor Reif	Aye
Supervisor Grundman	Aye

Motion carried by a 5-0 vote

J. Discussion/Action: Town Board review and consideration of the Intergovernmental Cooperative Plan with the Town of Winneconne.

The Board reviewed a copy of the Intermunicipal Agreement with the Town of Winneconne. The required public hearing relating to the agreement was held October 23, 2019. The agreement before the Board is the same agreement presented for the public hearing. The Winneconne Town Board is scheduled to consider the agreement on January 16, 2020.

MOTION:
Motion by Supervisor Grundman
Second by Supervisor Lettau
Motion to approve the Intergovernmental Cooperative Plan with the Town of Winneconne as presented

ROLL CALL VOTE:

Supervisor Reif	Aye
Supervisor Grundman	Aye

Supervisor Lettau	Aye
Chair Geise	Aye
Supervisor Wisnefske	Aye

Motion carried by a 5-0 vote

K. Discussion/Action: Town Board review and consideration of the Building Inspector's wage adjustment with regard to the addition of the Town of Winchester and Town of Dale Building Inspector's Services.

The Board reviewed a copy of Intergovernmental Agreements for Building Inspection Services with the Towns of Winchester and Dale for your reference. The Town of Winchester Clerk was able to provide a four (4) year average cost of the Town of Winchester's building permits ($9,912.48) of which the Town of Clayton would collect 80% or $7,929.98. The Town of Winchester generates 35 +/- building and mechanical permits annually including an average of 6 +/- new single-family dwellings. The staff can only presume that the Town of Dale's building permits would be about the same. With the addition of the two communities our Building Inspector will be serving, the Administration is of the opinion the Building Inspector should be compensated for the additional workload. At this time, the Administration is proposing a one-time increase to the Building Inspector's base wage of $5,000.00 to bring his base pay to $70,279.52. The total cost to the Town Budget would be an additional $5,720.00 which includes the Social Security liability and the Town's portion of the Wisconsin Retirement.

- Chair Geise noted that he has reservations regarding an immediate increase for the building inspector in light of the concerns expressed to him by the Towns of Winneconne and Vinland.
- Chair Geise explained that he would like to evaluate the performance of the inspector with the addition to his workload—if the service is good, an increase is warranted. If the quality of service declines, an increase cannot be taken back.
- Chair Geise said he would consider a smaller increase at this time and then to revisit the matter after some time has passed and the inspector's performance can be evaluated.
- The Board considered other options for compensation, including goal-based increases and an end of year "bonus."
- The Chair suggested the Board postpone the discussion until the next meeting in order to allow the Board time to consider the matter.

NO ACTION TAKEN—POSTPONED TO THE FEBRUARY 5, 2020 MEETING

L. Discussion/Action: Town Board review and consideration of a contract amendment with Cedar Corporation for the Consulting Services of the Town Planner to assist with the Town's Zoning Code Updates.

The Board reviewed the contract amendment with Cedar Corporation for the Consulting Services of the Town Planner (Ken Jaworski) to assist with the Town's Zoning Code Updates. The cost estimate was $5,600.00 plus reimbursable expenses of mileage (based on the IRS standard rate – for 2020 it is 57.5 cents per mile) and survey equipment at a rate of $30.00 per hour. The estimate does not include zoning map changes which may be