

**FIRST AMENDMENT TO INTERGOVERNMENTAL COOPERATIVE PLAN
UNDER WISCONSIN STATUTE SECTION 66.0307
AGREEMENT BETWEEN THE CITY OF WATERTOWN AND
THE TOWN OF EMMET DATED SEPTEMBER 29, 2014**

The City of Watertown, a Wisconsin Municipal Corporation, located in Dodge and Jefferson Counties, Wisconsin ("City") and the Town of Emmet, a Wisconsin Township, located in Dodge County, Wisconsin ("Town") hereby amend their Intergovernmental Cooperative Plan effective date September 29, 2014 ("Plan"), subject to approval of the State Department of Administration, under the authority of Wisconsin Statute Section 66.0307.

RECITALS

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

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

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

-; and

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

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

WHEREAS, on September 29, 2014 the City and Town entered into an Intergovernmental Cooperative Plan under Wis. Stat. § 66.0307 for the purpose of establishing a long-term, stable boundary between the Town and the City, limiting the City's extraterritorial authority within the Protected Area, assuring orderly growth and development outside the Protected Area, protecting Town owners from annexations against their will, and facilitating attachment of lands in the Expansion Area at the will of the owners without threat of law suits; and

WHEREAS, this Amendment to the Plan is intended to further implement and carry out the intent stated in the Intergovernmental Cooperative Plan and to guide and accomplish a coordinated, well-planned, and harmonious development of the territory covered by the Plan; and

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

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

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

WITNESSETH:

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City of Watertown and Town of Emmet enter into this Amendment of the Plan under authority of Wisconsin Statute §66.0307, and petition the State of Wisconsin Department of Administration for approval, in accordance with statutory procedures and timeframes.

Section 1. Amendment of Section 3.02(d). Section 3.02(d) is hereby repealed and recreated to read as follows:

Highway 16 Residential Area. The residential area south of Highway 16 bounded by the current City Limits to the City, more specifically defined as Area “4” in the map set forth in Exhibit “C” which is attached and incorporated by reference, shall be detached from the Town and attached to the City effective upon September 29, 2024, unless any residence(s) within the area described in Area “4” has a private wastewater treatment system that does not meet the then-current Dodge County Sanitary Code requirements, in which case the property with the failing private wastewater treatment system must become compliant with the then-current Dodge County Sanitary Code or attach to the City within the shorter of twelve (12) months of the date when it is determined that the private wastewater treatment system fails to meet the code requirements or three (3) months of the date when City water and wastewater service is extended to the parcel.

Section 2. Amendment of Section 6.01(b). Section 6.01(b) is hereby repealed and recreated to read as follows:

(b) The parties stipulate that the Town’s Comprehensive Plan, as amended from time to time, shall take precedence in the Town Growth Area. The City shall not take any action, direct or indirect, to oppose or interfere with the administration of the Town’s Comprehensive Plan applicable to the Town Growth Area. In addition to the preceding, the City shall not acquire any land for the purpose of precluding or delaying development in the Town Growth Area.

Section 3. Amendment of Section 8.05(g). Section 8.05(g) is hereby repealed and recreated to read as follows:

(g) Connection to City’s Water and Sewer Systems. Following attachment, properties shall be required to connect to the City’s municipal water and sanitary sewer systems the earlier of:

(1) within twelve (12) months following installation of water and wastewater service lines adjacent to the property, or

(2) within six (6) months of a properties private wastewater treatment system's failure to meet the then-current Dodge County Sanitary Code requirements unless the property owner is able to correct the violation and become compliant within sixty (60) days of violating the code requirements.

Section 4. Amendment of Section V. Section V. is hereby repealed and recreated to read as follows:

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

The term of this Agreement shall commence on September 29, 2014 and shall expire on December 31, 2029. The basis for this fifteen (15) year term is that such time period is deemed by the City and the Town to be necessary to protect existing Town land owners from annexation of their properties into the City against their will and for the City to fully assimilate the territory in the "City Growth Area" in an orderly and cost-effective manner.

In addition to the preceding term extension, the parties agree that the revenue sharing provisions of Section XII shall begin upon the effective date of this Agreement and continue until December 31, 2029. No breach or violation of any of the terms of this Agreement or the Restated Intermunicipal Cooperation Agreement (Exhibit "A") shall operate to void or terminate or provide grounds for termination, it being the intent of the parties that any such breach or violation shall only be redressed, enjoined or otherwise remedied by specific performance.

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

Section 5. Amendment of Section 12.02. Section 12.02 is hereby repealed and recreated to read as follows:

12.02. Revenue Sharing.

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

Year 1	50%
Year 2	40 %

Year 3	30%
Year 4	20%
Year 5	10 %

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

Section 6. Amendment of Exhibit B. Exhibit B of the Plan is hereby amended and restated in its entirety to show a map of the “Town Growth Area” and “City Growth Area” as set forth in Exhibit B hereto.

Section 7. Amendment of Exhibit C. Exhibit C of the Plan is hereby amended and restated in its entirety to show a map of the “Town Growth Area” and “City Growth Area” as set forth in Exhibit C hereto.

Section 8. Restatement of Intermunicipal Cooperation Agreement. The terms of this Amendment supersede provisions in the Agreement only to the extent that the terms of this Amendment and the Agreement expressly conflict. Unless expressly amended herein, all provisions of the Agreement remain intact and in full effect. Nothing in this Amendment should be interpreted as invalidating the Agreement.

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

CITY OF WATERTOWN

BY: _____
Emily McFarland, Mayor

Attest:

BY: _____
Megan Dunneisen, City Clerk

Approved as to Form:

BY: _____
Steven T. Chesebro, City Attorney

STATE OF WISCONSIN)
) ss.
JEFFERSON COUNTY)

The above-named Emily McFarland, Mayor for the City of Watertown and Megan Dunneisen, City Clerk for the City of Watertown personally came before me this _____ day of _____, 2024 to me

known to be the persons and officers who have executed the foregoing instrument and acknowledged the same in each of their official capacities on behalf of the City of Watertown.

Notary Public, State of Wisconsin

My Commission expires: _____

TOWN OF EMMET

BY: _____
Steve Faltersack, Jr., Town Chairperson

Attest:

BY: _____
Debra Carlson, Town Clerk

Approved as to Form:

BY: _____
, Town Attorney

STATE OF WISCONSIN)
) ss.
DODGE COUNTY)

The above-named Steve Faltersack, Jr., Town Chairperson for the Town of Emmet and Debra Carlson, Town Clerk for the Town of Emmet personally came before me this _____ day of _____, 2024 to me known to be the persons and officers who have executed the foregoing instrument and acknowledged the same in each of their official capacities on behalf of the Town of Emmet.

Notary Public, State of Wisconsin

My Commission expires: _____