

Boundary Agreements

Boundary agreements are a valuable tool available to local communities to avoid potentially lengthy and costly litigation conflicts over annexation, incorporation, consolidation, land use, revenue, services, environmental resources and issues, new development, and other intergovernmental issues. Instead of dueling against one another in an adversarial and usually reactive manner, boundary agreements enable communities to proactively develop solutions to benefit the area as a whole and move both communities toward their desired future vision and goals.

To assist communities in developing boundary agreements, the Department maintains a list of trained and experienced [Mediators](#). For example, a neutral and professional mediator can be beneficial when communities are struggling over a particular issue.

There are three types of Boundary Agreements allowed by Wisconsin law:

- **Cooperative Boundary Plans (s. 66.0307 Wis. Stats.)** – long-term or permanent agreements between two or more communities. Requires review and approval by the Department of Administration.
- **General Agreements (s. 66.0301 Wis. Stats.)** – short-term agreements no longer than 10 years between two or more communities. In addition to resolving boundary issues, communities also frequently use General Agreements to share municipal equipment, buildings, staff, vehicles, and other service-related items.
- **Stipulations & Orders (s. 66.0225 Wis. Stats.)** – agreements that are used to settle annexation disputes being litigated in court between two communities.

Resources

- **Municipal Data System** - an interactive and searchable database of municipal boundary agreements, as well as boundary adjustment ordinances, consolidations, and incorporations.
- [Distinguishing Between Different Statutory Boundary Agreement Methods](#)
- [Boundary Agreement Law](#)

Municipal Boundary Review

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Cooperative Boundary Plan Factsheet

Cooperative boundary plans are authorized under [s. 66.0307, Wis.Stats.](#), and are the most thorough and complete method for developing boundary plans in Wisconsin. They are a valuable tool for local communities and a welcome alternative to protracted conflicts and litigation over municipal boundary and land use issues.

Cooperative Boundary Plans feature:

- ▶ Broad notice to area residents and jurisdictions.
- ▶ A public hearing and comment period.
- ▶ Possible referendum. Residents may petition for an advisory referendum on the plan.
- ▶ A jointly developed cooperative plan for the territory that is consistent with each community's comprehensive plan and that may address future streets, sidewalks and trails, layout of neighborhoods, design standards, zoning, and public facilities such as parks, municipal buildings, stormwater management, and utilities.
- ▶ Review by the Department of Administration. The Department may approve, deny, or recommend changes. The Department also defends the plan against appeal.

TIP: For more information, see the Department of Administration's Cooperative Boundary Plan website at:

<http://doa.wi.gov/MunicipalBoundaryReview>



Benefits to Cooperative Boundary Plans:

Cooperative – while annexation and incorporation tend to pit neighboring communities against one another, boundary plans provide a chance to focus on shared values, points of agreement, and solutions that can benefit everyone.

Proactive – while annexation and incorporation put area communities in a reactive mode, cooperative boundary plans enable communities to proactively guide their future.

Flexibility – while statutory boundary change mechanisms such as annexation are rigid in their scope and process, cooperative boundary plans provide communities with tremendous flexibility. Communities may determine the issues to be resolved, the size of plan area, whether municipal boundaries will change or not change over time, the duration of the plan, what services will be provided and by whom, the timing and financing of capital improvements, and how the area will be regulated and by whom. Communities have the discretion to creatively craft their own solutions to their issues.

Certainty – while annexations, consolidations, and incorporations are unpredictable, cooperative boundary plans put communities in charge of their future. This certainty also benefits landowners, developers, businesses, and other community stakeholders.

Broad participation – the public notice, public hearing, public comment, and advisory referendum features of the cooperative boundary plan process ensure that a wide range of affected residents and stakeholder groups participates in developing the plan. Because they helped create it, these participants are more likely to support the plan's adoption and implementation.

Save money \$\$\$ – a cooperative boundary plan can save money by avoiding costly litigation. Also, the plan can identify service sharing opportunities and avoid costly duplication of services and capital facilities. Finally, towns with an adopted cooperative boundary plan are authorized to utilize TIF districts.

Long term – cooperative boundary plans must be a minimum of 10 years' duration, but are usually considerably longer. They allow for a much longer duration than the 10 year maximum permitted by boundary agreements entered into under [s. 66.0301 Wis. Stats.](#) – Wisconsin's general intergovernmental agreement statute.

Enforceable – cooperative boundary plans safeguard community and landowner interests by providing a written contract that is approved by the state. The state is also responsible for defending the plan against appeal.

State & regional issues are addressed up front – state agencies, regional planning commissions, and counties are required to review and comment on proposed cooperative boundary plans. This provides a great opportunity to coordinate state and regional plans, projects, and programs with local community activities and desires. For example, it helps to ensure that the state and regional permits and approvals necessary for development will be available when needed.



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SECTION III. TERRITORY SUBJECT TO THE PLAN.

3.01 Designation of City Growth Area and Town Growth Area.

The territory subject to this Plan incorporates both "City Growth Area" and "Town Growth Area" designated by the Restated Intermunicipal Cooperation Agreement (Exhibit "A"), which is attached and incorporated by reference as a map of the affected "City Growth Area" and "Town Growth Area", marked Exhibit "B". The purpose of Exhibit "B" is to delineate the City Growth Area and Town Growth Area (hereinafter "City Growth Area" or "Town Growth Area"). For the purposes of this Agreement, the City Growth Area within the Town consists of the territory identified on Exhibit "B" as Roman Numeral I. Furthermore, there are four present "Boundary Adjustment Areas" within the City Growth Area, identified as Areas "1", "2", "3", "4" on the aerial, photographic identified on Exhibit "C". For the purposes of this Agreement the Town Growth Area consists of the territory identified on Exhibit "B" as Roman Numeral II, which consists of the remainder of the Town of Emmet located outside of the City Growth Area. This Agreement designates territories in the Town described as either "City Growth Area" or "Town Growth Area."

3.02 Description of the Boundary Adjustment Areas in the City Growth Area.

The territory subject to this Plan specifically includes, but is not limited to, the following Boundary Adjustment Areas:

(a) **Welsh Road Area.** The Welsh Road area more specifically defined as Area "1" 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 the expiration of three (3) years from the date of this Agreement.

(b) **Brandt-Quirk Park Railroad Right-of-Way Area.** The Railroad Right-of-Way area running through a portion of Brandt-Quirk Park, more specifically defined as Area "2" 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 the expiration of one (1) year from the date of this Agreement.

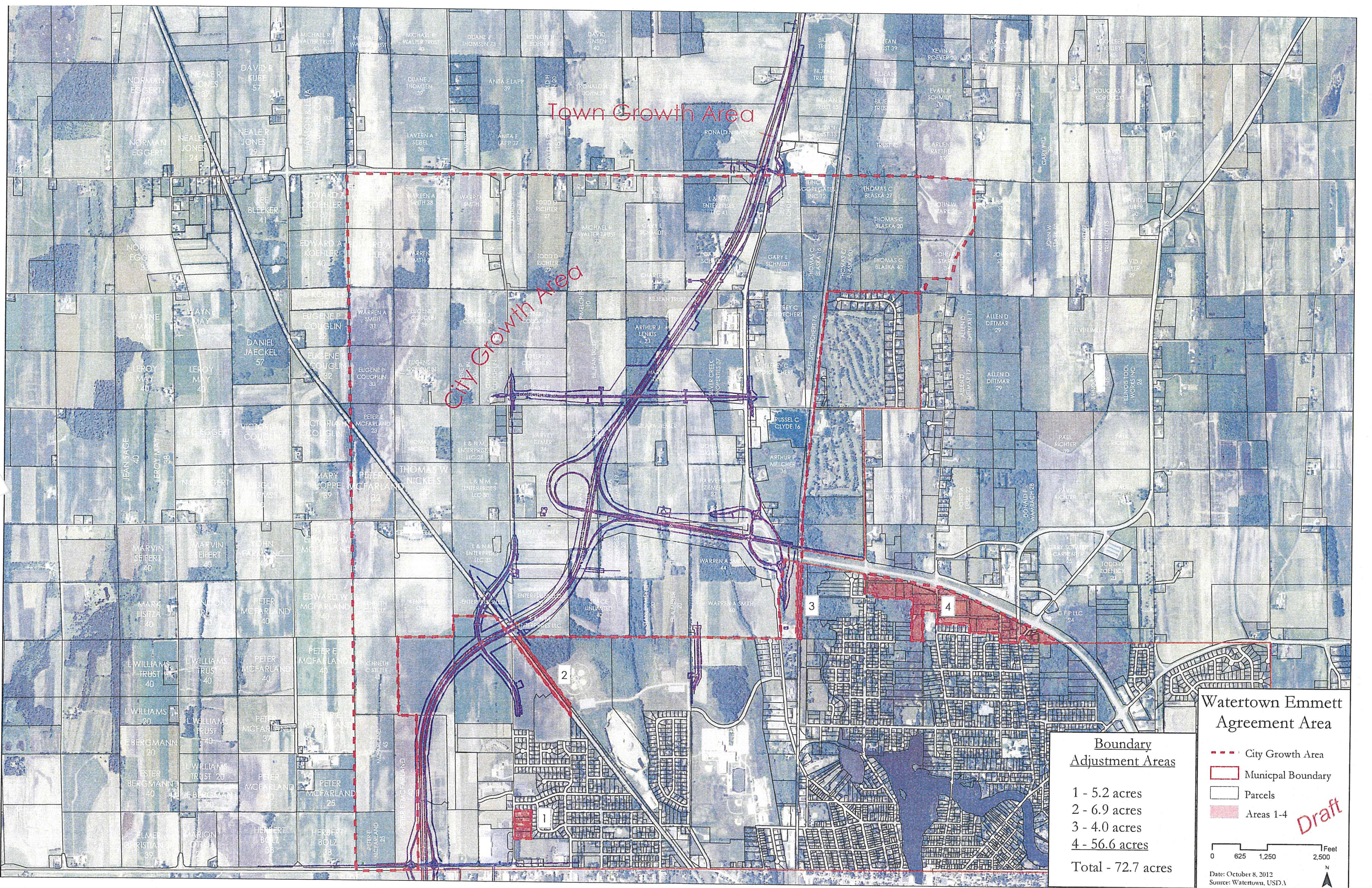
(c) **Highway 16 Railroad Right-of-Way Area.** The Railroad Right-of-Way area running south from Highway 16, parallel to Business Highway 26, more specifically defined as Area "3" in the map set forth in Exhibit "C", which is attached and incorporated by reference, shall be detached from the Town and attached to the City effective upon the expiration of one (1) year from the date of this Agreement.

(d) **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 the expiration of ten (10) years from the date of this Agreement, 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 attach to the City within twelve (12) months of the date when it is determined that the private wastewater treatment system fails to meet the code requirements.

(e) **State Highway 26-16 Corridor and County Highway "L" Corridor.** An agricultural and commercial area through which the State Highway 26-16 Corridor and County Highway "L" Corridor pass. The area is bounded by the current northerly city limits on the south and east boundaries, County Highway "Q" as a north boundary, and the west boundary of the Town as a west boundary. This area is not numbered nor specifically defined in the map, set forth in Exhibit "C", which is attached and incorporated by reference, but consists of the remainder of the City Growth Area, set forth in Exhibit "C". No planned boundary adjustments or detachments relate to this area as of the effective date of this Agreement but are possible during the remaining term of this Agreement pursuant to the terms of this Agreement.

(f) **Future Town Islands.** In addition to the specific boundary adjustments described in (a) through (d), above; the parties will review the attachment of future town islands in the Area described in (e) above in the remainder of the City Growth Area taking into consideration the following factors:

- (i) Cost-effective, efficient and economical provision of municipal services to the annexed property surrounding the prospective town island.
- (ii) Size and location of proposed town island.
- (iii) Negative environmental impacts.
- (iv) Town land use compatibility with surrounding or adjacent City land uses.



Town Growth Area

City Growth Area

**Watertown Emmett
Agreement Area**

**Boundary
Adjustment Areas**

- 1 - 5.2 acres
- 2 - 6.9 acres
- 3 - 4.0 acres
- 4 - 56.6 acres
- Total - 72.7 acres

- City Growth Area
- Municipal Boundary
- Parcels
- Areas 1-4

0 625 1,250 2,500 Feet

Date: October 8, 2012
Source: Watertown, USD

Draft