

# TOWN OF JACKSON

# VILLAGE OF JACKSON

## Revenue Sharing Agreement and Cooperative Boundary Plan

Amended February 2008  
Maps Revised March 2009  
(To Reflect Feb. 2008 Amendments)

**ACKNOWLEDGMENTS**

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**Village Board**

Scott Mittelsteadt, Village President

John Walther, Trustee

Kenneth Schuette, Trustee

Peter Habel, Trustee

David Roskopf, Trustee

Andrew Wanie, Trustee

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**JOINT VILLAGE/TOWN PLANNING GROUP**

Douglas Alfke, Co-Chair

John Seidler

Del Beaver

Thomas Newman, Co-Chair

Arlyn Johnson

Gordon Hoffmann

## I. INTRODUCTION AND PURPOSE

### A. Statutory Authority

The **Village of Jackson and Town of Jackson Revenue Sharing Agreement and Cooperative Boundary Plan** (hereinafter "The Agreement") was prepared under the authority of **§66.0305** Wisconsin Statutes. This statute (**§66.0305**) entitles municipalities party to a Municipal Revenue Sharing Plan to address other appropriate matters including any agreements with respect to services or agreements with respect to municipal boundaries under **§66.0307** or **§66.0225** Wisconsin Statutes. This Agreement is also entered into under the auspices of **§66.0301** Wisconsin Statutes, which authorizes municipalities to enter into inter-municipal contracts.

### B. Purpose

This Agreement, under the authority of **§66.0305** Wisconsin Statutes, sets forth the principal agreement for revenue sharing respecting tax revenue derived from development within the specified area which is the subject of this Agreement. In addition, the Agreement establishes a boundary agreement pursuant to **§66.0305** Wisconsin Statutes, which embraces the general purpose as set forth in **§66.0307** Wisconsin Statutes.

Cooperative Boundary Plan legislation provides an alternative to existing methods of annexation in cases where adjacent municipalities - cities or villages and towns - can prospectively agree on boundary changes over the following 10 or more years ("plan term"). Boundary changes would take place within a specified "plan area" upon the occurrence of specified dates, actions or events. Only boundary changes provided for in the Plan may occur within the plan area. Once a Cooperative Boundary Plan is approved, traditional annexation methods and processes under **§66.0217** Wisconsin Statutes cannot be used within the plan area.

The language in **§66.0307(3)(b)** Wis. Stats states "the cooperative plan shall be made with the general purpose of guiding 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."

Wis. Stats. **§66.0307** also requires that Cooperative Boundary Plan be organized around "options" for future boundary changes. These options, listed below, specify how boundary changes may occur over the plan term:

1. "Specified boundary (**corporate boundary**) changes **shall occur** during the planning period (**to January 1, 2030**) and the dates by which such changes shall occur."
2. "Specified boundary (corporate boundary) changes **may occur** during the planning period (**to January 1, 2030**) and the dates by which such changes may occur."
3. "Required or optional boundary (corporate boundary) changes shall be subject to the occurrence of conditions set forth in the plan."
4. "Specified boundary (maximum extent of the corporate boundary to January 1, 2015) lines may not be changed during the planning period."

5. "Specified boundary (maximum extent of the corporate boundary to **January 1, 2030**) lines may not be changed during the planning period."

This **Revenue Sharing Agreement and Cooperative Boundary Plan** between the Village of Jackson (hereinafter "Village") and Town of Jackson (hereinafter "Town") is organized around Options "1", "2", and "4".

The primary purpose of the Agreement is to implement a compensation and revenue sharing plan under certain development scenarios within the plan area. A second purpose of the Agreement is to establish a "Village of Jackson/Town of Jackson Boundary Agreement" and to set forth additional Village/Town agreements necessitated from the implementation of the joint boundary agreement as set forth in Resolutions previously adopted by both municipalities (Joint Village/Town Resolution #99-20). A third purpose of the Agreement is to establish a methodology for creating a joint Smart Growth plan to guide development within the Village, Town and boundary plan area. A fourth purpose is to provide for the continued use of the Jackson Community Building for Joint Recreation and Boys and Girls Club Activities to the year 2030 and beyond.

**C. Process.**

The process used to negotiate this Revenue Sharing and Cooperative Boundary Agreement was the appointment of 6 non-elected participants, who attended regular meetings (initially, a meeting every two months). The Village appointed three and the Town appointed three. This group began to meet after the Village imposed extra-territorial zoning in September of 1994, pursuant to Wis. Stats. **§200.09(7a)** to secure time to plan an area for industrial development, which was purchased by a residential developer. This process was not conducive to the development of this agreement.

The structure of the Joint Village/Town Planning Group as set forth in the preceding paragraph is hereby adopted for the duration of this agreement.

As the expiration deadline neared for the planning work to be finished for the extra-territorial planning area, the Village and Town agreed to take a step back and try to identify issues of common interest, which could be included in various agreements enabled by state statutes. This resulted in the formation of the Joint Village/Town Planning Group. The initial tasks for the Group were centered on issue identification and the studying of possible agreement options.

Initially, the Joint Village/Town Planning Group intended to utilize Wis Stats **§66.0307** for the Boundary Plan portion of the agreement, and the Village and the Town initiated the steps called for by statute. In the course of developing the **§66.0307** based agreement, it became apparent to the Joint Village/Town Planning Group that Wis Stats **§66.0305** could be utilized for what was intended to be done without the demands and complexity of **§66.0307**. Though **§66.0305** would not offer all of the safeguards that **§66.0307** would offer with all of the objecting agencies, it was agreed that **§66.0305** would enable revenue sharing and would also enable a cooperative boundary plan to be created via **(§66.0305(4) 5(b))**.

The relationship between the Village and Town has continued to strengthen as a result of how the Group was structured. Greater understanding of the concerns of each other's municipality, and the mutual respect developed for the members of the Joint Village/Town Planning Group. Both elected Boards should also be commended for allowing the negotiation process and the drafting of the Agreement to be worked out without their active participation. Minimizing the politics of the negotiations was a component critical to the success in finalizing this Agreement.

## II. COMPENSATION AND REVENUE SHARING.

### A. Payment By Village To Town

1. It is agreed between the Village and the Town, for purposes of revenue sharing under the Agreement, that non-residential development of lands presently located in the Town within the Sanitary Sewer Service Area may occur as a result of the extension to and use by the development of Jackson Water Utility or Jackson Sewer Utility services.
2. Except for lands detached for inclusion within a Tax Increment Finance District, in the event any property within the 2015 Boundary Area is detached from the Town and attached to the Village, Property Tax Revenue shall be shared in the manner hereinafter described under conditions for the extension of Water or Sanitary Sewer service to non-residential development. Such sharing shall take place in conjunction with the annual property tax settlement deadlines with the other taxing jurisdictions.
3. Compensation in an amount equal to the property taxes lost by the Town for the loss of property from an attachment or annexation to the Village for purposes of creating a Tax Increment Financing District for a period of seven consecutive years, as a Project Plan expense, as the base value certified by the Wisconsin Department of Revenue, using the CPI (Consumer Price Index) determined for the area as an annual escalator, shall be paid to the Town annually, not later than the property tax settlement deadline for paying the second half property taxes.
4. The costs of improvement of roads, streets, storm water management, and utilities, which lie partially within the Village and partially within the Town, or entirely in the Town that may be annexed after 2015 as per signed developer's agreements, may be incurred by the Village. The Town agrees to levy a special assessment upon the properties located within the 2030 Boundary and within the sanitary service area, benefitted by the improvements, and reimburse the Village for the cost of improvements assessed against the Town properties. The special assessments shall provide that they are payable when the benefiting properties are developed or receive the benefiting services, or five (5) years after the levy, whichever is sooner, unless the assessment is addressed under III (F) of this agreement.

### B. Payment By Town To Village

1. The Village does not, by entering into this Agreement, guarantee the provision of services outside of the 2015 Boundary Area. However, if services are to be provided outside of the 2015 and 2030 Boundary Areas, an agreement shall first be entered between the Town and Village to share equally with the Village the local property taxes paid by non-residential property owners, located within the Jackson Sanitary Sewer Service Area, who avail themselves of water and/or sanitary sewer service provided by either the Jackson Water Utility or the Jackson Sewer Utility.  
The sharing of such local property taxes shall commence upon the property being developed and partially assessed for land and improvements and continuing when the property and improvements are fully assessed for seven years.

This part of the Agreement recognizes that but for the extension of water and sanitary sewer service to these developments, they could have been developed within the Village, with the Village realizing 100% of the property taxes generated, as is the case in most

communities who insist on annexation as a requirement for the provision of utility services.

2. In determining whether service will be extended outside the 2015 Boundary Area, the following criteria for service shall be used:
  - a. Extraterritorial service may be denied and annexation of the property to the Village may be required if any of the conditions of annexation for those properties within the sanitary sewer service area and outside the 2015 and 2030 Boundaries are met.
  - b. Residential property shall be developed using conservation and cluster development concepts so as to maximize the preservation of open space, wetlands, woodlands, and views and to minimize the lengths of roads and streets, storm drain piping, and water and sewer mains, as set forth in publications kept on file at the Jackson Village Hall (an abbreviated list of some of those publications are found in **Exhibit 1**).
  - c. The density of the residential development shall not be greater than one dwelling unit per gross acre on the property being developed.
  - d. The Village shall serve as a review agency for water and/or sewer extension requests. Such requests shall be subject to the following:
    - i. Adequate capacity (not less than 25% remaining capacity) for the connections requested.
    - ii. The developer or owner shall bear all of the costs of the extensions, which will be constructed in accordance with the construction standards of the respective Utility.
    - iii. Compliance with all other requirements as set forth for development in this Agreement.
    - iv. All main extensions (except for building sewer/water laterals) shall be conveyed to the appropriate Utility with appropriate easements granted for maintaining the system.
    - v. All connections shall be performed by a licensed plumber and shall be inspected for approval by an authorized employee of the affected Jackson Utility.

### **III. COOPERATIVE BOUNDARY PLAN**

#### **A. Goals and Objectives**

The goal of this Cooperative Boundary Plan is to facilitate orderly, efficient development within the plan area through the phased provision of Village sewer and water services and related boundary changes. The following Plan objectives are directed towards this goal:

Objective 1: To make municipal sewer and water services available to properties located

outside the 2015 boundary, but within the sanitary district boundary of the Jackson Sewer Utility, without the requirement of immediate annexation.

- Objective 2: To minimize attachment of properties to the Village for which owners have not consented. The avoidance of creating Town islands resulting from landowners' requests for attachment would represent the exception.
- Objective 3: To encourage boundary changes to occur in an orderly, sequential manner, with no gaps or "leap frogging".
- Objective 4: To provide financial reimbursement from the Village to the Town for lost property taxes and/or state shared revenues resulting from the attachment of properties to the Village for purposes of creating Tax Increment Financing Districts.
- Objective 5: To implement the respective long-range plans adopted by both the Village and the Town.
- Objective 6: To maximize the resources available to both municipalities, to deliver services at the lowest possible cost to the residents of both the Village and the Town.

**B. Contact Persons:**

\*~~Del Beaver~~, Administrator, Village of Jackson, and Julia Oliver, Clerk, Town of Jackson, have been designated as contact persons for this Plan. They can be reached at:

\*~~Del Beaver~~, Administrator, Village of Jackson  
N168 W20733 Main St./P.O. Box 637  
Jackson, WI 53037  
Phone (262) 677-9001  
Fax (262) 677-1710

Julia Oliver, Town Clerk,  
Town of Jackson  
3146 Division Road  
Jackson, WI 53037  
Phone (262) 677-4048  
Fax (262) 677-4163

\* As of 10/1/2008 John M. Walther became Administrator of the Village of Jackson

**C. Legal Description of the 2015 Boundary Area**

That part of Sections 7, 17, 18, 19, 20, 29, & 30, Town 10 North, Range 20 East, Washington County, Wisconsin, which is bounded and described as follows:

Starting at the Southwest corner of the Southwest ¼ Section 18, Town 10 North, Range 20 East, Washington County, Wisconsin, and the point of beginning; thence N01°17'20"W, 40.03 ft to the North right of way line of STH 60; thence continuing N01°17'20"W, along the West line of said Section 18, 2,617.22 ft, to the Southwest corner of the Northwest ¼ Section 18; thence N01°13'31"W along the West line of said Section 18, 2,040.83 ft; thence S88°38'27"E, 602.25 ft; thence N01°13'31"W, 612.32 ft to a point on the North line of Section 18; thence S88°37'48"E, 2,041.17 ft, along the North line of ¼ Section Northwest 18, to the North ¼ corner of Section 18; thence S88°54'08"E, along the North line of ¼ Section Northeast 18, 1,315.60 ft; thence N00°42'51"W, along the West line of the East½ of the ¼ Section Southeast 7, 2636.85 ft; thence S88°39'42"E, along the North line of ¼ Section Southeast 7, 1,318.84 ft, to the Northeast corner of said ¼ Section; thence S00°38'52"E, along the East line

of ¼ Section Southeast 7, 2,631.50 ft, to the Northeast corner of ¼ Section Northeast 18; thence S89°36'54"E, ±1,971.4 ft along North line of ¼ Section Northwest 17; thence in a Southerly direction, ±837.5 ft; thence S89°33'57"E, 660 ft; thence S89°33'57"E, 198.04 ft, thence S00°47'13"E, 480.11 ft; thence S89°33'41"E, 1,113.50 ft; thence S00°57'14"E, 1,313.09 ft, to the North line of Southeast ¼ of Section 17; thence S00°52'58"E, 2,630.47 ft, to the South line of the Southeast ¼ of Section 17 and the center line of STH 60; thence S89°54'01"W, 1,316.76 ft; thence S00°56'28"E 2,629.89 ft; thence S01°15'42"E, 2,630.33 ft, to the Southeast corner of ¼ Section Southeast 20; thence S01°03'31"E, 2,627.43 ft, to the Southeast corner of ¼ Section Northeast 29; thence S89°57'58"W, 2,626.42 ft, to the Southwest corner of ¼ Section Southeast 29; thence S89°58'50"W, 2,628.01 ft, to the Southwest corner of ¼ Section Southwest 29; thence N01°14'18"W, 1,275.00 ft, along the West line of ¼ Section Southwest 20; thence N88°45'42"E, 231.30 ft; thence N43°45'42"E, 285.25 ft; thence N01°14'18"W, 276.13 ft; thence N44°44'16"W, 278.83 ft; thence N45°15'44"E, 637.95 ft; thence S23°04'17"E, 700.54 ft; thence S79°11'17"E, 359.53 ft; thence N01°10'01"W, 944.24 ft, to the North ¼ corner of Northwest ¼ Section 29; thence N88°44'17"W, 945.10 ft, to the Northwest corner of Northwest¼ Section 29; thence N89°39'39"W, 1,822.24 ft to a point ±482 ft west of the South Interceptor Sewer of the Jackson Sewer Utility; thence in a northerly direction ±2,641 ft to the North line of the Southeast ¼ of Section 19; thence N89°16'21"W, ±808 ft along said Quarter Section line to the Southeast corner of the Northwest ¼ of Section 19; thence N89°11'48"W, ±1,732 ft to Cedar Creek; thence in a Northwesterly direction following Cedar Creek to a point on the West line of Section 19; thence N01°12'50"W, ±1,398 ft to the Northwest corner of Section 19 and the point of beginning.

Additionally, all commercial or industrial properties developed and served with water and/or sanitary sewer beyond the original 2015 Boundary may be annexed January 1, 2015, if there is contiguity with the Village of Jackson corporate boundary.

All commercial or industrial properties developed and served with water and/or sanitary sewer beyond the original 2015 Boundary may be annexed January 1, 2015, if there is contiguity with the Village of Jackson corporate boundary.

**D. Description of the 2030 Boundary.**

All lands located east of Maple Road; North of Cedar Creek Road, except for the E1/2, SE1/4, Section 7, T10N, R20E within the sanitary service boundary; and those lands located west of the Canadian National Railroad tracks and south of Sherman Road, except for any commercial or industrial properties developed and/or served with water and/or sanitary sewer beyond the original 2015 Boundary and within the sanitary service boundary may be annexed January 1, 2015, if there is contiguity with the Village of Jackson corporate boundary.

**E. Existing Natural Features of the Plan Area and Environs.**

The existing natural features are depicted in **Exhibit 2**. These natural features include the location and categories for: Primary Environmental Corridors, Secondary Environmental Corridors, Flood lands, Isolated Natural Resource Areas, Wetlands, Woodlands, and Surface Water. For a more complete description of these natural features, refer to Southeastern Wisconsin Regional Planning Commission Report No. 40 (A Regional Land Use Plan for Southeastern Wisconsin - 2010).



**1. Primary Environmental Corridor:**

This classification represents the best of the remaining elements of the natural resource base of southeastern Wisconsin. These corridors generally lie along major stream valleys, surround major lakes, or are found in the Kettle Moraine area, and contain almost all of the best remaining wetlands, woodlands, and wildlife habitat areas in southeastern Wisconsin, as well as most of the major lakes, streams and associated Woodlands. These areas also contain many of the best remaining potential park sites.

**2. Secondary Environmental Corridor:**

Secondary Environmental Corridors are typically located along small perennial and intermittent streams within the region. These corridors also contain a variety of resource elements, often being remnants of primary environmental corridors that have been partially converted to intensive urban or agricultural use. Secondary corridors facilitate surface water drainage, and maintain pockets of natural resource features. Though not as significant as Primary Environmental Corridors, in terms of overall resource values, these secondary environmental corridors should also be considered for preservation as the process of development proceeds in the region, particularly when the opportunity is presented to incorporate such corridors into than stormwater retention basins, associated drainage ways, and neighborhood parks.

**3. Isolated Natural Resource Areas:**

Other, smaller pockets of natural resource base elements exist within the region. These pockets are isolated from the environmental corridors by urban development or agricultural areas. Though they are separated from the environmental corridor network, these areas have important natural resource value. Isolated natural resource areas may represent the only wildlife habitat in an area. They may also present good locations for local parks and nature study areas. In addition, they may also lend a unique aesthetic character and natural diversity to an area. For these reasons, such areas should be protected and preserved to the extent practicable.

**4. Flood lands:**

The flood lands of a river or stream are wide, gently sloping areas contiguous with, and usually lying on both sides of a river, stream or channel. Rivers and streams occupy their channels most of the time. However, during even minor flood events, stream discharges increase so markedly that the channel is not able to convey all of the flow. As a result, the flow spreads laterally over the Woodlands. The periodic flow of a river onto its Woodlands is a normal phenomenon, and in the absence of costly structural flood control works, will occur. The frequency and extent of such flooding is increased when urban development is permitted to intrude into the natural floodplains. Such development should be avoided. It should be noted that through street and highway construction activity and unauthorized filling since the FEMA (Federal Emergency Management Agency) established the existing floodplain boundaries, the actual floodplain boundaries may have been altered. A study, application and approval by the Federal Emergency Management Agency is the only option available for the amendment of the boundary, however.

**5. Wetlands:**

Wetland areas in which the water table is at, near or above the land surface and which are characterized by hydric soils and by the growth of sedges, cattails, and other wetland vegetation. Though wetlands generally occur in depressions or at the bottom of slopes, particularly along lakeshores, streams and lands that are poorly drained, wetlands may occur on slopes and on hilltops.

**6. Woodlands:**

Woodlands are located primarily on ridges and slopes, and in wetlands. Woodlands provide an attractive natural resource of immeasurable value. In addition to enhancing the beauty of lakes, streams, and glacial landforms in the region, woodlands also provide wildlife habitat and are essential to the environmental quality of the region.

**7. Surface Water:**

While all major lakes in the region support populations of warm water fish, the fish communities of many streams are severely limited by hydraulic and physical constraints, such as flow, water depth, substrate and water temperature, channelization impacts and by water quality conditions, causing many situations of degraded fish populations. Most small intermittent streams are capable of supporting only forage fish, such as shiners and minnows, along with aquatic insects, clams and crayfish. Many of these small streams, also provide spring spawning sites for the warm water fish species, which reside in connected perennial streams. Cedar Creek and its tributaries would be considered capable of supporting warm water sport fish or forage fish intolerant of pollution. Stream habitat restoration projects can complement water pollution abatement efforts to help maintain or enhance desired fish communities.

Channelization projects, which often involve straightening, deepening, widening, or lining a natural or previously modified channel to help control flooding and drainage problems, may incorporate rehabilitation structures or procedures to maintain a viable fishery within the improved channel.

**F. Plan Term.**

Some of this agreement shall be in effect to January 1, 2015. Other provisions of this agreement shall be in effect to January 1, 2030. See descriptions as shown at C., D., and E.

**G. Plan Implementation.**

**1. Zoning Changes.**

All zoning, and rezoning requests shall be reviewed for compliance with approved plans and policies for recommendation by the Village of Jackson/Town of Jackson Joint Planning Group, prior to a decision made by the governing municipal jurisdiction.

**2. Boundary Changes.**

a. **Attachment.** As stated above, this agreement shall use the provisions for attachment as set forth in §66.0307 Wisconsin Statutes. The Village Board shall

attach properties within the 2015 Boundary upon the adoption of a resolution if at least one of the following criteria is met:

- i. The property is contiguous to the Village and the owner desires attachment.
  - ii. The property is contiguous to the Village and has been improved by a project which results in the creation of improved access, sidewalks, storm water management or other improvements to the property where some or all of the costs should be borne by property which has been improved, as within the Village, unless the Town has arranged to pay to the Village the pro-rata share of the costs of such improvements or has levied a special assessment against the benefited property in accordance with the provisions of Paragraph III, F (2)(c).
  - iii. The property is served by the Jackson Water or Jackson Sewer Utility and is contiguous to the Village, unless the Town has arranged to pay to the Village the pro-rata share of the costs of such improvements or has levied a special assessment against the benefited property in accordance with the provisions of Paragraph III, F (2)(c).
  - iv. The property is contiguous to the Village and rezoning and/or a development is proposed for the property. Upon receiving a proposal for rezoning or a development, the Town shall not permit any zoning amendments for or any development within the 2015 and 2030 Boundary Areas without the approval of the Village Board. In the event rezoning or development is proposed, and the Village determines that such development is consistent with the orderly compact development of the Village, no development shall occur unless the owner petitions the Town for detachment, whereupon the Town Board shall adopt a resolution detaching the subject property and the Village Board shall adopt a resolution attaching the subject property. In addition, the Town Board shall levy a special assessment, pursuant to §66.0707 Wisconsin Statutes, against adjacent to the Village benefited by recently completed public improvements. The assessments may be deferred and shall become payable when the property is transferred to a non-lineal descendent, rezoned or developed.
  - v. Attached properties with special assessment obligations shall be treated the same as Village properties in the special assessment district within the Village.
- b. **Prohibition of Town Islands.** Any change of the corporate boundary within the 2015 Boundary during the term of this Agreement shall be such that any additions to the Village shall not create Town islands. The Village and the Town may necessitate attachment of Town islands, as per Smart Growth best planning practices. Contiguity of the property to the Village shall also be a requirement for attachment.
- c. **Service to Town Territory within the Sanitary Service Area.** The Village shall permit the extension of sanitary sewer and/or water service to Town territory located within the Sanitary Service Area, subject to the following:

- i. Adequate capacity (not less than 25% remaining capacity) for the connections requested.
- ii. The Town or the developer or owner shall bear all of the pro-rata costs of the extensions installed by the Village. In the event the property owner is responsible for the cost of the extension, payment may be provided for by the Town levying a special assessment, which may be paid for in annual installments together with interest not to exceed one half percent over the interest rate of the debt incurred to finance the improvement.
- iii. Upon inspection approval, all extensions (except for building sewer/water laterals) shall be conveyed to the appropriate utility with appropriate easements granted for maintaining the system.
- iv. All connections shall be performed by a licensed plumber and shall be inspected for approval by an authorized employee of the affected Jackson utility.

**2. Prohibition on Annexation.**

No annexations or attachments to the Village of Jackson of lands outside the 2015 Boundary Area shall occur prior to January 1, 2015. No annexations or attachments to the Village of Jackson of lands outside the 2030 Boundary Area shall occur prior to January 1, 2030.

After that date the procedures for annexation of all properties availing themselves of water or sanitary sewer service from either the Jackson Water or the Jackson Sewer Utility shall be subject to at least one of the following conditions:

- a. Contiguity with the Village and demonstrating a benefit to the Village. Examples of identifying such a benefit are as follows:
  - i. Cost/Benefit. A positive cost/benefit to the Village is demonstrated by the Village, using the ratio of revenues generated (including the local property tax collections and a calculated per household share of the Wisconsin State shared revenues) to the calculated per household costs of the various services that residents of the Village would expect to receive. The methods and figures used for calculation would be made public and presented for consideration by the Village Board upon holding a public hearing, if requested.
  - ii. Master Plan Implementation. The property is contiguous to the Village and is a necessary link to the implementation of the Master Plan of the Village, which is unlikely to occur in a timely manner without the annexation. This relates to the preservation of open space, wetlands, wooded uplands on properties within proximity to the Village, and the establishment of roads, streets, and parks.
  - iii. Joint Planning Group Planning Goals. The annexation of the development is deemed necessary to implement long range planning goals identified in the jointly approved long range planning document.

- b. The property is contiguous to the Village and will be improved by the Village through a project which results in the creation of improved access, sidewalks, storm water management, or other improvements to the property where some or all of the costs should be borne by property which has been improved, as within the Village.

**3. Non-residential Development.**

All non-residential property is subject to annexation upon having contiguity with the Village after January 1, 2015.

**4. Acquisition, Reservation and Dedication of Easements and Rights-of-Way.**

- a. The Village and the Town shall secure easements and rights-of-way in accordance with the Official Maps of each jurisdiction as actions are taken on development requests within the 2015 and 2030 Boundary Areas. These acquisitions, reservations, or dedications shall be conveyed to the other as appropriate for project implementation. In some instances, joint projects may not require such conveyance.
- b. Both the Village and the Town shall adopt an Official Map, amended to reflect a mutually agreeable classification of roads, highways, streets and pedestrian paths, within the 2015 and 2030 Boundary Areas, for purposes of determining future rights-of-way needs and park trail linkages.
- c. The Official Map amendment and adoption, referred to in this agreement as a necessity, is an independent function of the respective municipal jurisdictions and may be amended as such. To further the Village/Town relationship, it is imperative the Official Maps of both jurisdictions are in agreement for those roads, highways, streets, and pedestrian paths located within the 2015 and 2030 Boundary Areas and outside the Village's corporate boundary.

**IV. JOINT LAND USE PLAN FOR VILLAGE SANITARY SEWER AREA**

**A. Joint Village/Town Planning Group for the Sanitary Sewer Service Area.**

The Village of Jackson and the Town of Jackson, through the Joint Village/Town Planning Group shall work to create a Joint Smart Growth Plan, which will include a Land Use Plan for the Jackson Sewer Utility sanitary sewer service area to guide future development. The Joint Village/Town Planning Group shall be comprised of three non-elected members appointed by the Village Board and three non-elected members appointed by the Town Board. The Joint Village/Town Planning Group shall prepare a Joint Land Use Plan for the Jackson Sewer Utility sanitary sewer service area, taking into consideration the land use planning generated by the Village and Town to date, as well as the general information and guidance set forth herein. Until this Joint Land Use Plan is created and adopted, the Master Planning efforts of the individual jurisdictions shall be in force.

**B. Generalized Land Use within the Jackson Sanitary Sewer Service Area.**

Land uses depicted on the "Generalized Land Use" map (see Exhibit 3) are shown for purposes of understanding spatial relationships and are not intended to be a depiction of specific uses on

specific parcels. Such recognition of these land use relationships will assist in the creation of the joint long range Smart Growth Plan, and the planning for development and protection of existing uses in the 2015 and 2030 Cooperative Plan Area.

**C. Existing Zoning in the Township and Adjacent Properties within the Village of Jackson and within the Jackson Sanitary Sewer Service Area.**

The existing zoning depicted on **Exhibit 4**, is generalized due to scale. Small parcels are not depicted for purposes of clarity. Please consult the respective jurisdictions of the Village of Jackson and the Town of Jackson for their separate descriptions of permitted and conditional uses in their respective categories. A zoning designation that appears to be the same (A-1, for instance) will have different requirements and characteristics in the Village and in the Town.

**D. Locations of sanitary sewer and water mains - within the Jackson Sanitary Sewer Service Area.**

The existing sanitary sewer mains, in addition to those sanitary sewer mains under construction, and those sanitary sewer mains scheduled to be constructed by the year 2001, are shown in **Exhibit 5**. The location of primary water mains and the booster station will be added to this document as **Exhibit 7** upon verification of as-built information

**E. Land Use.**

Generally, the Town of Jackson has plans for the development of business/commercial uses in and around the CTH "P" and Pleasant Valley Road intersection. Though other properties zoned for commercial and business uses exist elsewhere in the Town within the Sanitary Sewer District Boundary of the Jackson Sewer Utility, these properties are either built out or would fall within the 2015 Boundary, thereby requiring Village approval for further development or a change in use.

There are several areas of single-family residential development in the Plan Area. The Hermitage Subdivision is located near the intersection of Cedar Creek Road and CTH "P". The Pleasant Hollow Estates Subdivision is located south of Pleasant Valley Road between the business/commercial uses at the intersection of CTH "P" and Pleasant Valley Road and the Canadian National Railroad tracks. The Honey Hill Subdivision lies east of the Canadian National Railroad tracks along the south side of Pleasant Valley Road, to the intersection of Pleasant Valley Road and Jackson Drive. The Magna Vista Subdivision lies east of Jackson Drive along the south side of Pleasant Valley Road.

The balance of the land uses of the Town of Jackson in the Plan Area is zoned and used for agricultural purposes.

The construction of a sanitary sewer interceptor, connecting the Washington County Fair Park (located northwest of the CTH "P" and Pleasant Valley Road intersection) to the Jackson Sewer Utility Wastewater Treatment Facility will enable further residential development north of Cedar Creek Road. This conversion of agricultural use to residential use is expected and has been planned for.

In addition, the Washington County Fair Park will be supplied with potable water from the Jackson Water Utility. The location of this water main extension is in the CTH "P" right-of-way and can provide water service to such residential development as well.

The Jackson Sewer Utility completed construction of an interceptor sewer, which connected the Glen Brooke Subdivision, together with all of the Village property in the Village lying west of the Canadian National Railroad tracks to the Wastewater Treatment Facility. The installation of this interceptor also enables the residential development of property within the 2015 Boundary and on property outside the 2015 Boundary, but which lie within the Jackson Sanitary Sewer Service Area.

The Village of Jackson Land Use Plans can be generalized as follows:

1. Business/commercial and institutional development are planned for in the immediate vicinity of the Eagle Drive/Main Street (Hwy 60) intersection.
2. Institutional and office type commercial development is planned for on the Schmahl property, south of Main Street, which is abutted on three sides by the Village.
3. The balance of the lands located east of Jackson Drive and south of Main Street and east of the Canadian National Railroad tracks within the Village and within the 2015 Boundary are planned for residential development.
4. Vacant lands located within the Village, east of the Canadian Railroad tracks, west of Jackson Drive, and south of the land uses fronting on Main Street are planned for residential development.
5. Property within the Village, located south of Cedar Creek Road and west of the Canadian National Railroad tracks is planned for industrial development. This area is called the Jackson Northwest Business Park. A buffering tier of residential uses may be constructed in accordance with the Project Plan for TID #4.
6. Business/commercial uses are planned for in the area of The CTH "P"/Main Street and U.S. 45/Main Street intersections.

Large parcels of land south and west of the Village contain wetlands with Cedar Creek flowing through them. Planning for uses other than for conservation has not occurred due to the fact the Jackson Sewer Utility cannot serve the area without a lift station and the Jackson Sewer Utility currently has a policy of not building or maintaining sanitary sewer lift stations.

7. See **Exhibit 6** for the generalized proposed land use plans for the Village and the Town within the Sanitary Sewer Service Area to date.

#### **F. Transportation.**

There are a number of streets and roads that cross jurisdictional boundaries between the Village and the Town. For the most part, the Village has either entered into or will enter into appropriate agreements as set forth under **§66.0301** Wis. Stats. for the maintenance and reconstruction of such roads and streets and will not be part of this agreement.

There are other areas of Transportation Planning which shall involve this Cooperative Boundary Plan.

The procurement of rights-of-way for roads and streets when processing and approving development requests, in accordance with the Official Maps approved by both Jurisdictions is vital to the creation of a well designed, least cost roadway which will address long term needs.

In addition to the accommodation of vehicular traffic, bicycle and pedestrian traffic needs shall be addressed as well. Both Jurisdictions agree to provide for bicycle traffic on Sherman Road, an approved bicycle route by the Southeastern Wisconsin Regional Planning Commission.

Access drives and streets to Main Street/Hwy 60 and CTH "P" shall be minimized wherever possible to create safe traffic flows.

Decisions made by both the Town and the Village shall not impede the progress of a commuter rail station and function in the Village.

**G. Storm Water Management.**

Both the Village and the Town have adopted Storm Water Management Plans. Though these plans are not identical, it indicates the willingness to address the management of storm water runoff.

To further this effort the Village and the Town will seek to develop a mechanism to manage the storm water runoff situation to minimize expense and liability. Storm water runoff ignores jurisdictional boundaries and is exacerbated by impervious surfaces created by the development of property. In most instances, Town lands lie downstream of Village development and have a potential for adverse impact.

Until such time as there is a mechanism developed to manage the storm water runoff across jurisdictional boundaries, compliance with the Village storm water management plans shall be required for those properties being developed within the 2015 Boundary.

**H. Parks and Open Space.**

The Village updated its Comprehensive Outdoor Recreation Plan by adopting an updated Parks and Open Space Plan in December 1998. The Comprehensive Outdoor Recreation Plan (C.O.R.P.), which the Village adopted in 1990, identified a pathway along Cedar Creek for passive recreational purposes. The Parks and Open Space Plan which was adopted in December 1998 identified a pathway along Cedar Creek which had more of a year round emphasis (possible cross country skiing) in addition to the nature trail use as set forth in the 1990 C.O.R.P.

Facilities in the Village and the Town are jointly used by soccer and Little League participants. Town residents avail themselves of recreation opportunities provided by the Village, paying a nonresident user fee for participation in recreation programs. Town residents also participate in volleyball, soccer, and softball Leagues, many of which are held in the Village.

For purposes of this Joint Planning effort, a cooperative arrangement for the procurement of easements and/or rights-of-way and the development of a trail along Cedar Creek from CTH "P" to Jackson Marsh should be addressed as efforts from the Joint Village/Town Planning Group continue. As a mechanism to address the most cost effective ways to deliver the needed recreation services to the residents of the Village and the Town, or at least that urbanizing part of the Town, the feasibility of forming a Parks and Recreation District or a Recreation District should be explored.



A Joint Park and Open Space Plan has been developed to reflect the joint use of facilities and to enable the Village and the Town to be eligible for grants from the Department of Natural Resources. This plan will be incorporated into the Joint Smart Growth Plan.

**I. Water Utilities.**

As a part of implementing the construction of the Washington County Fair Park, the Village of Jackson was selected to provide the water service to the fair site. As a result of this construction, potable water will be made available to users outside the Village without requiring immediate annexation. The user would be required to bear the costs to extend such service to their property and be subject to the appropriate impact fees, but would be assured of a volume and quality which could not be assured from private wells.

**The location of primary water mains and the booster station will be added to this document (Exhibit 7) upon verification of as-built information**

In addition, the Village has planned for the construction of an additional water tower at the southeast corner of the Village near Sherman Road. Town residents should be aware that in terms of need, the Jackson Water Utility will construct a tower in the general location near the southeastern part of the Village prior to funding the construction of a water tower at any other location within the Jackson Sanitary Sewer Service Area.

The aforementioned water tower to be constructed near the southeastern part of the Village may be initiated after the Village water service demand reaches approximately 1,000,000 gallons of water pumped per day. The water service demand is about 700,000 gallons per day at present. The approval to serve users outside the 2015 Boundary is also dependent upon the Utility having sufficient capacity to extend the service.

**J. Sanitary Sewer Utilities.**

As a part of implementing the construction of the Washington County Fair Park, the Village of Jackson was also selected to provide the wastewater treatment service to the fair site. To extend this service, the Jackson Sanitary Sewer Service Area was amended in 1997.

As a part of the gravity flow service, an interceptor was constructed from the intersection of Eagle Drive and Main Street (Hwy 60) north and west to the fair site located northwest of Pleasant Valley Road and CTH "P". As a result of this construction, sanitary sewer service will be made available to users outside the Village and the 2015 Boundary without requiring immediate annexation. The user would be required to bear the costs to extend such service to their property and be subject to the appropriate impact fees, but would be able to avoid failed septic system problems and be able to use household appliances which are not recommended for use with on site disposal or waste treatment systems. The approval to serve users outside the 2015 Boundary is also dependent upon the Utility having sufficient capacity to extend the service.

For those Town residents within the sanitary sewer district boundary and outside the Jackson Sanitary Sewer Service Area, continuing to use septic systems and holding tanks that need to have waste treated, the Jackson Sewer Utility, as a part of the completed expansion of the

Jackson Waste Treatment Facility, has installed a separate receiving station so haulers would be able to give them the best price possible.

Should the Village of Richfield require water and sanitary sewer services from the Village and need additional interceptor capacity. Richfield would be the responsible party for funding the additional interceptor sewer.

In the event that a residential development would be approved by the Town in a future sanitary service area (expansion after February 2008), the Town will cooperate in levying a special assessment on the benefiting property(s) for it's share of the cost of the required interceptor. Collection of the special assessment would be immediately forwarded to the Village upon receipt.

**V. AMENDMENT AND DISSOLUTION.**

The Village and Town agree that either amendment or dissolution by future elected Boards should not be taken lightly and should require a substantial effort to effect. To amend or dissolve this Agreement, it shall require a two thirds (2/3) vote of the entire elected body (not quorum) of each municipality party to this Agreement after a public hearing is held. Such a public hearing shall require the publishing of a class 2 notice.

**VI. EXHIBITS.**

- Exhibit 1. .... A list of Publications setting forth cluster and conservation development concepts.
- Exhibit 2 .....Existing Natural Features
- Exhibit 3 .....Existing Land Use
- Exhibit 4 .....Existing Zoning
- Exhibit 5 .....Existing Sanitary Sewer locations
- Exhibit 6 .....Projected Land Use
- Exhibit 7 .....Existing Water Main locations

**Exhibit 1**

The following comprise a partial list of publications kept on file at the Village of Jackson for purposes of illustrating cluster development concepts for rural residential development.

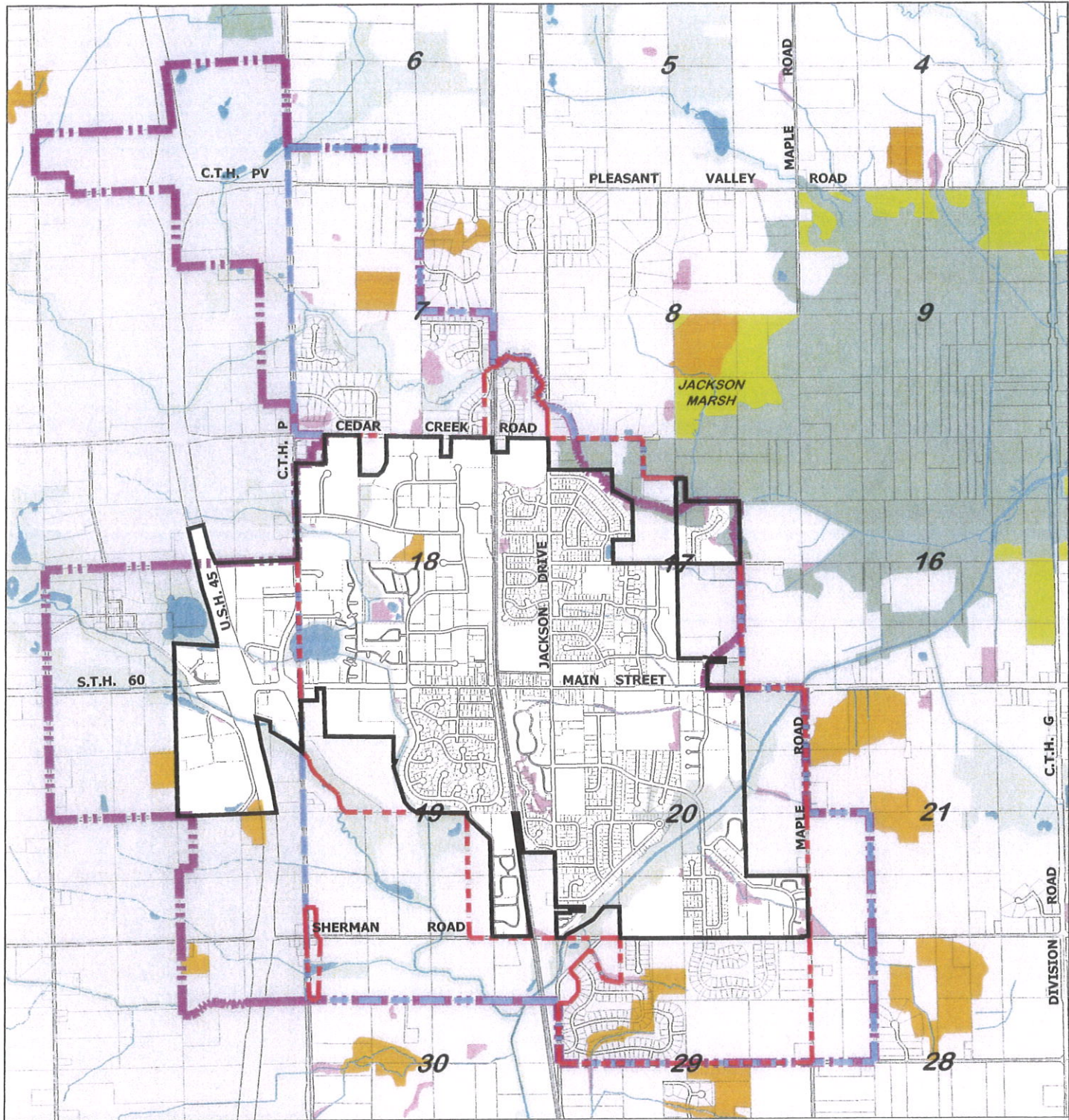
Arendt, Randall. **Rural By Design**. Washington D.C.: American Planning Association.

Harrison, Richard. **Coving**. Civil Engineering News, July 1998. 42-45

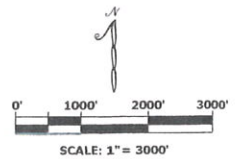
Korb, Gary K. **The Sticky Issues in Clustering**. University of Wisconsin Extension. Undated.

Southeastern Wisconsin Regional Planning Commission. **Rural Cluster Development Guide**. Waukesha, WI, 1996

**EXHIBIT 2**



- PRIMARY ENVIRONMENTAL CORRIDOR
  - ISOLATED NATURAL RESOURCE AREA
  - WETLANDS LESS THAN FIVE ACRES IN SIZE
  - EXISTING VILLAGE LIMITS
  - VILLAGE OF JACKSON SANITARY SEWER SERVICE AREA
  - 2015 - MAXIMUM VILLAGE LIMITS WITHIN JACKSON TOWNSHIP
  - 2030 - MAXIMUM VILLAGE LIMITS WITHIN JACKSON TOWNSHIP
  - SURFACE WATER
  - SECONDARY ENVIRONMENTAL CORRIDOR
- FLOODLANDS PROPOSED TO REMAIN UNDEVELOPED AND ADDED TO THE SECONDARY ENVIRONMENTAL CORRIDOR
- PORTIONS OF EXISTING ISOLATED NATURAL RESOURCE AREA ANTICIPATED TO BE RECLASSIFIED AS SECONDARY ENVIRONMENTAL CORRIDOR
- FLOODLANDS LOCATED OUTSIDE THE SEWER SERVICE AREA WHICH WOULD BE INCLUDED IN THE ADJACENT ENVIRONMENTAL CORRIDOR SHOULD THE SEWER SERVICE AREA BE EXPANDED

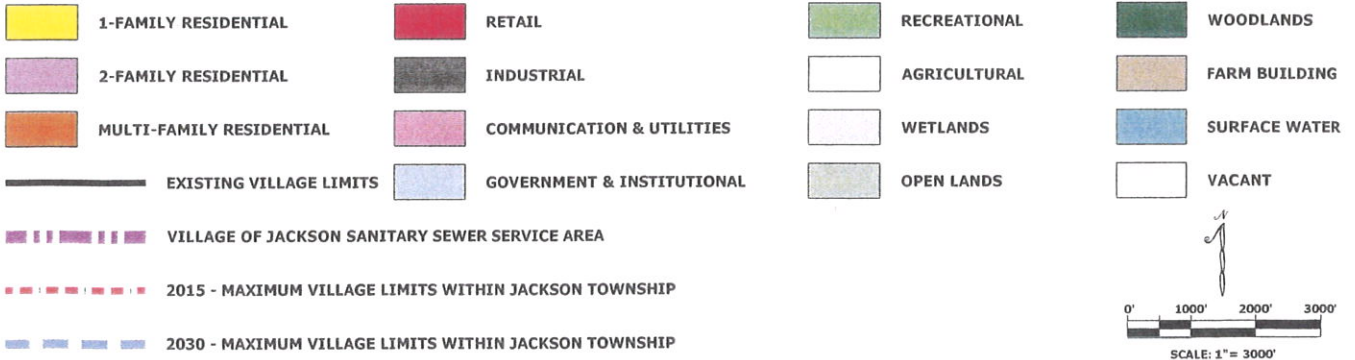
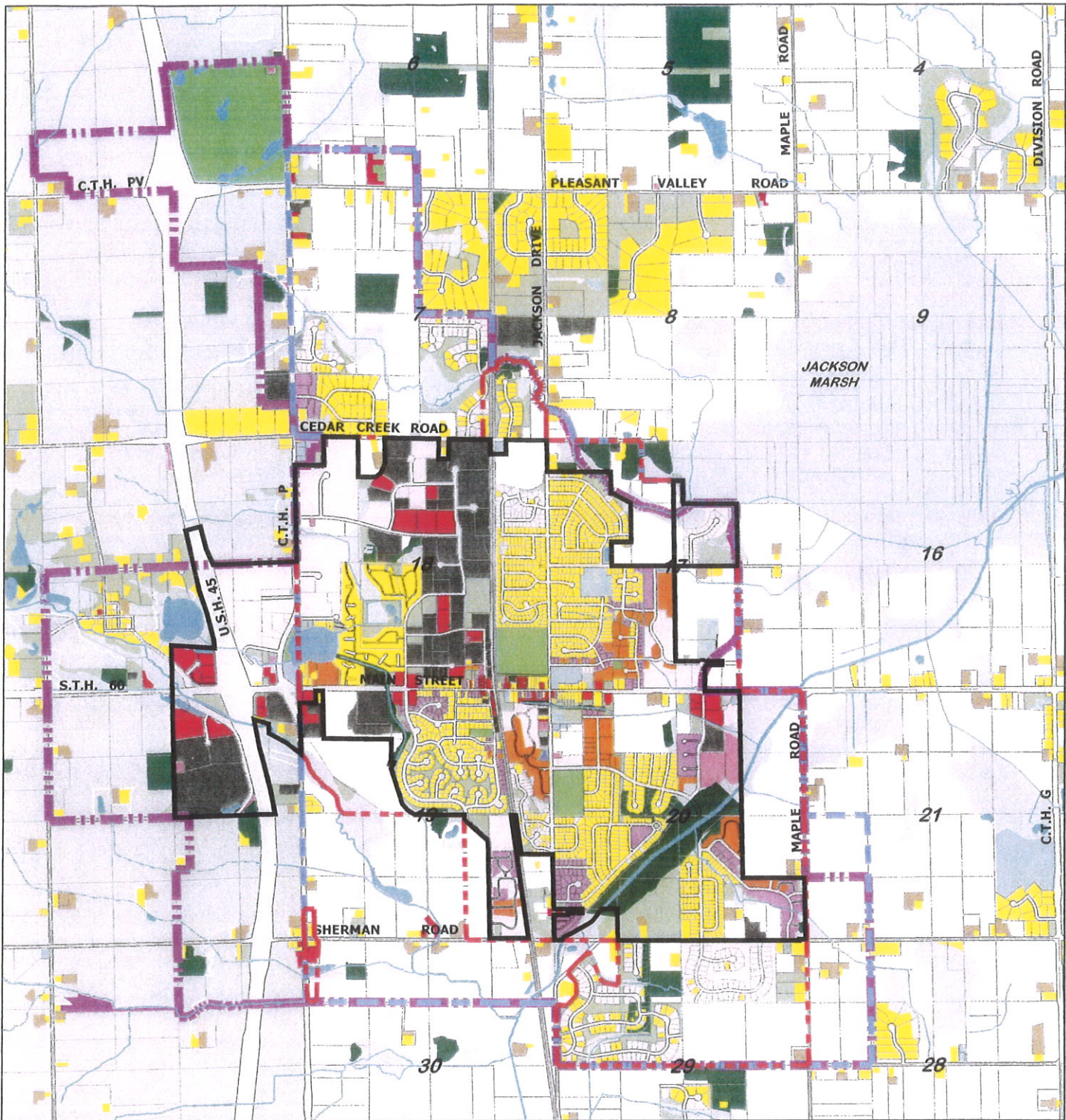


## VILLAGE OF JACKSON EXISTING NATURAL FEATURES WITHIN THE VILLAGE OF JACKSON SANITARY SEWER SERVICE AREA

NOTE: NOT INTENDED FOR REGULATORY PURPOSES

SOURCE: SEWRPC AND WASHINGTON COUNTY

# **EXHIBIT 3**

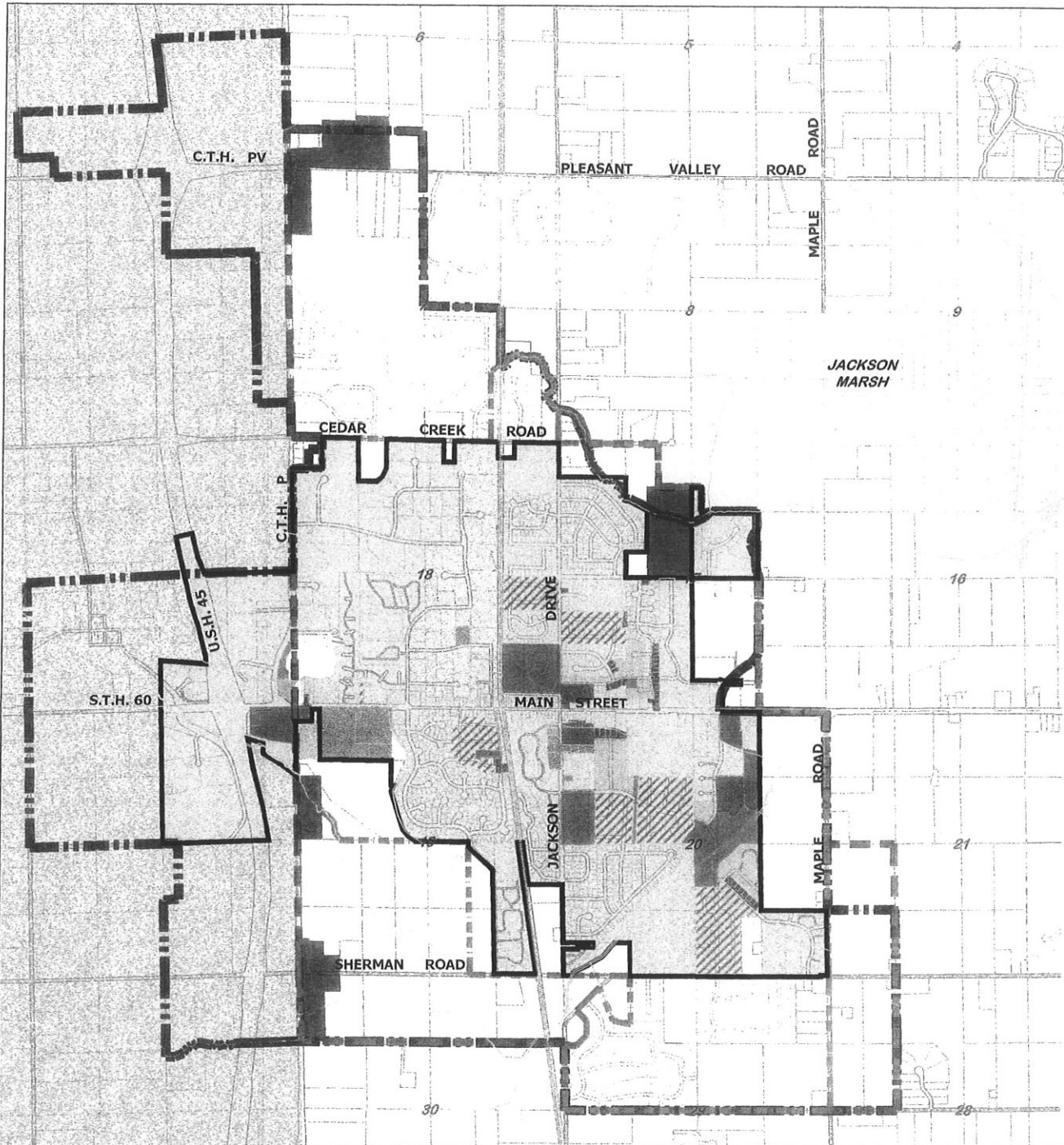


## VILLAGE OF JACKSON EXISTING LAND USE

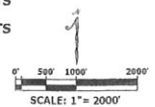
NOTE: NOT INTENDED FOR REGULATORY PURPOSES

SOURCE: SEWRPC, VILLAGE OF JACKSON, AND TOWN OF JACKSON

# **EXHIBIT 4**



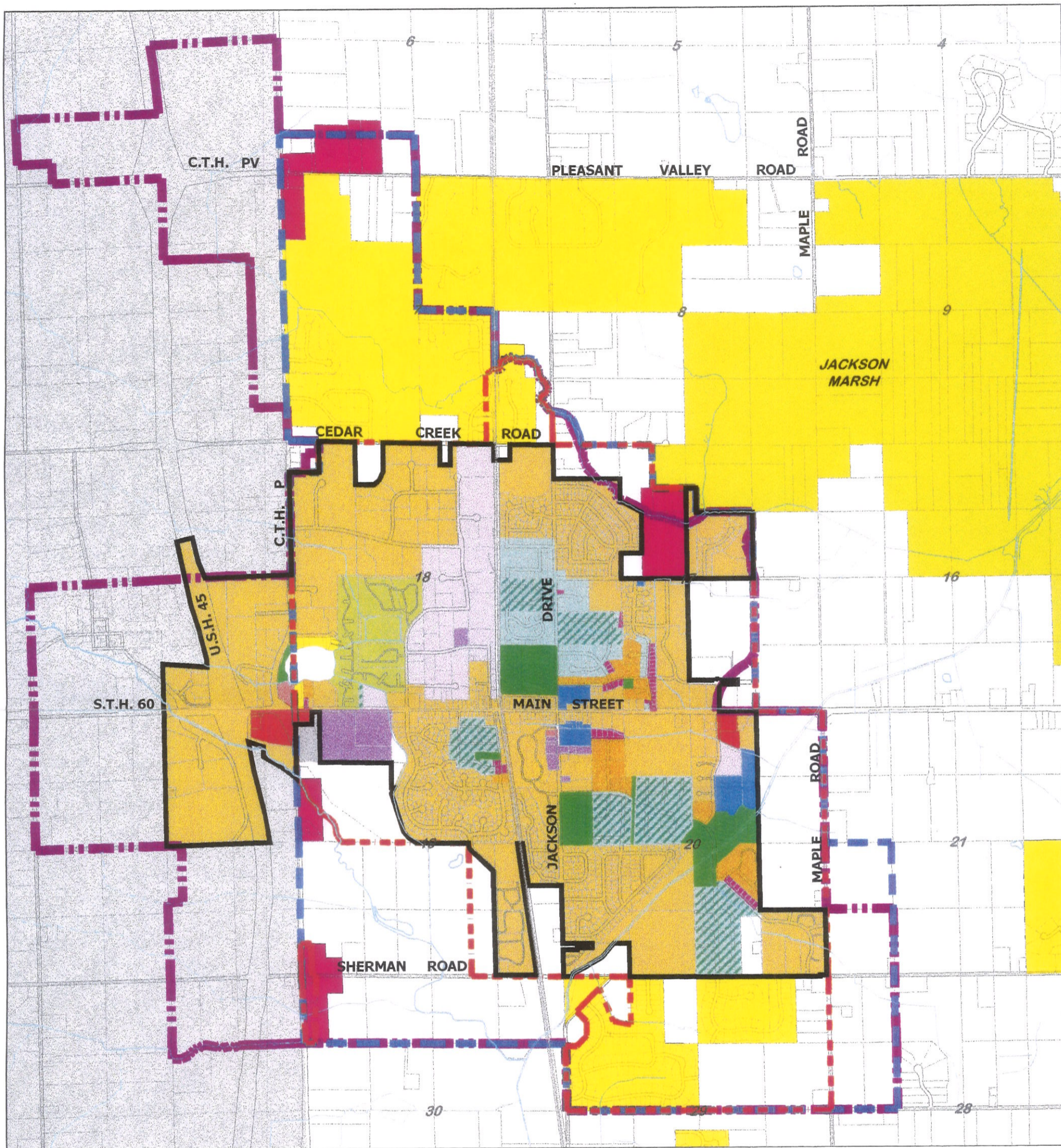
ZONING DISTRICTS (VILLAGE)		ZONING DISTRICTS (TOWN)	
R1 - SINGLE-FAMILY RESIDENTIAL	PUD - PLANNED UNIT DEVELOPMENT	A1 - AGRICULTURE/RURAL RESIDENTIAL	B2 - HIGHWAY BUSINESS
R2 - SINGLE-FAMILY RESIDENTIAL	B1 - COMMUNITY BUSINESS	R1 - SINGLE-FAMILY RESIDENTIAL	I1 - INSTITUTIONAL
R3 - SINGLE-FAMILY RESIDENTIAL	B2 - DOWNTOWN BUSINESS	R3 - MULTI-FAMILY RESIDENTIAL	P1 - PARK
R4 - SINGLE-FAMILY RESIDENTIAL	M1 - LIMITED MANUFACTURING	M1 - LIMITED MANUFACTURING	
R5 - SINGLE-FAMILY RESIDENTIAL	M2 - GENERAL MANUFACTURING	VILLAGE OF JACKSON SANITARY SERVICE AREA	
R6 - TWO-FAMILY RESIDENTIAL	I1 - INSTITUTIONAL & PUBLIC SERVICE	2015 - MAXIMUM VILLAGE OF JACKSON LIMITS	
R8 - MULTI-FAMILY RESIDENTIAL	A1 - AGRICULTURAL	2030 - MAXIMUM VILLAGE OF JACKSON LIMITS	
R9 - MOBILE HOME RESIDENTIAL	P1 - PARK & RECREATION	EXISTING VILLAGE LIMITS	



















**VILLAGE OF JACKSON AND TOWN OF JACKSON  
ZONING  
WITHIN THE VILLAGE OF JACKSON SANITARY SEWER SERVICE AREA**

NOTE: NOT INTENDED FOR REGULATORY PURPOSES SOURCE: VILLAGE OF JACKSON AND TOWN OF JACKSON














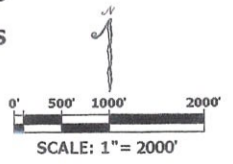


**ZONING DISTRICTS (VILLAGE)**

 R1 - SINGLE-FAMILY RESIDENTIAL	 PUD - PLANNED UNIT DEVELOPMENT
 R2 - SINGLE-FAMILY RESIDENTIAL	 B1 - COMMUNITY BUSINESS
 R3 - SINGLE-FAMILY RESIDENTIAL	 B2 - DOWNTOWN BUSINESS
 R4 - SINGLE-FAMILY RESIDENTIAL	 M1 - LIMITED MANUFACTURING
 R5 - SINGLE-FAMILY RESIDENTIAL	 M2 - GENERAL MANUFACTURING
 R6 - TWO-FAMILY RESIDENTIAL	 I1 - INSTITUTIONAL & PUBLIC SERVICE
 R8 - MULTI-FAMILY RESIDENTIAL	 A1 - AGRICULTURAL
 R9 - MOBILE HOME RESIDENTIAL	 P1 - PARK & RECREATION

**ZONING DISTRICTS (TOWN)**

 A1 - AGRICULTURE/RURAL RESIDENTIAL	 B2 - HIGHWAY BUSINESS
 R1 - SINGLE-FAMILY RESIDENTIAL	 I1 - INSTITUTIONAL
 R3 - MULTI-FAMILY RESIDENTIAL	 P1 - PARK
 M1 - LIMITED MANUFACTURING	
 VILLAGE OF JACKSON SANITARY SERVICE AREA	
 2015 - MAXIMUM VILLAGE OF JACKSON LIMITS	
 2030 - MAXIMUM VILLAGE OF JACKSON LIMITS	
 EXISTING VILLAGE LIMITS	

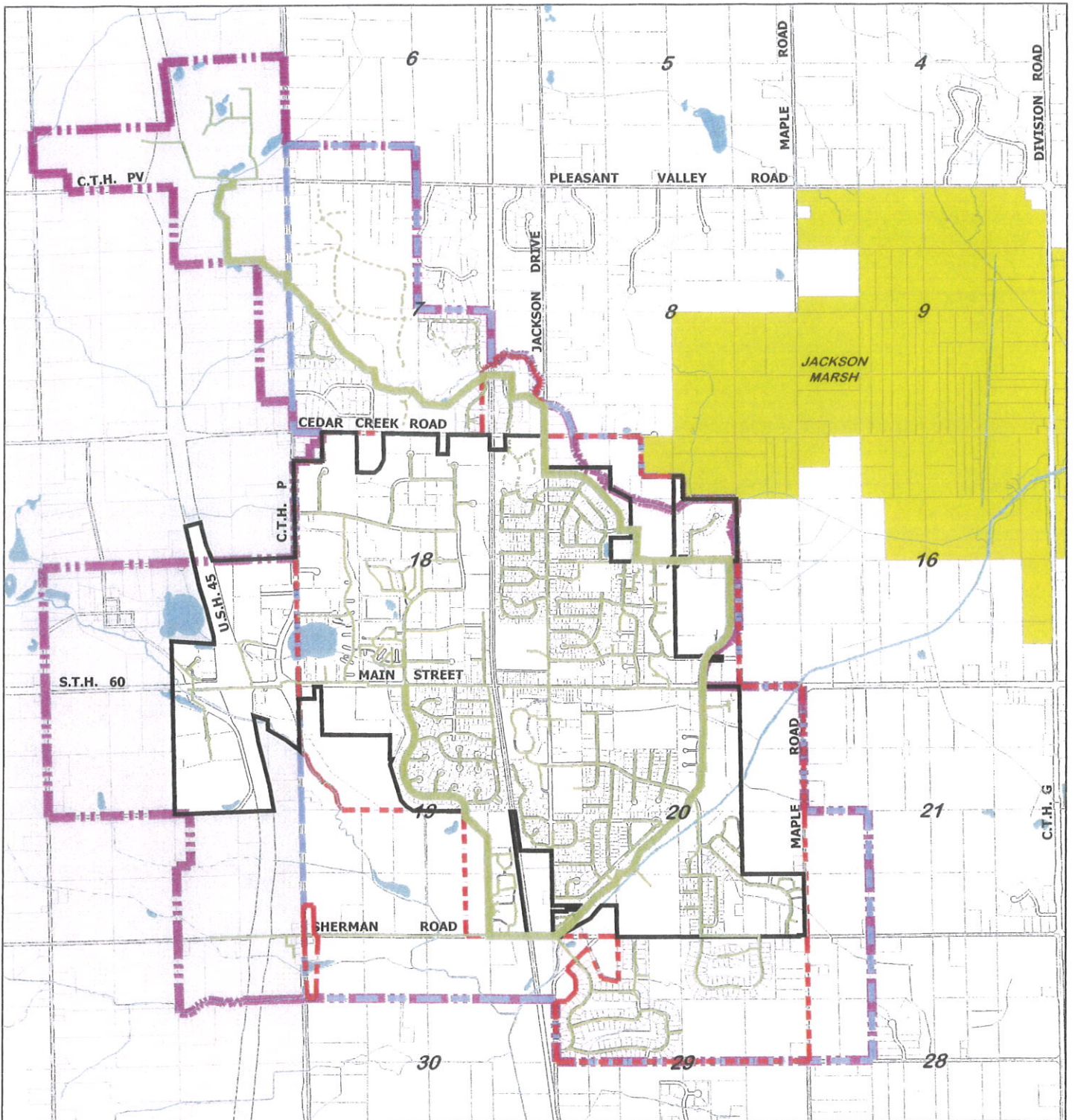









**VILLAGE OF JACKSON AND TOWN OF JACKSON  
ZONING  
WITHIN THE VILLAGE OF JACKSON SANITARY SEWER SERVICE AREA**

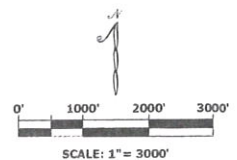
NOTE: NOT INTENDED FOR REGULATORY PURPOSES

SOURCE: VILLAGE OF JACKSON AND TOWN OF JACKSON

# **EXHIBIT 5**



-  EXISTING SANITARY SEWER INTERCEPTOR
-  EXISTING SANITARY SEWER
-  PROPOSED SANITARY SEWER
-  EXISTING VILLAGE LIMITS
-  VILLAGE OF JACKSON SANITARY SEWER SERVICE AREA
-  2015 - MAXIMUM VILLAGE LIMITS WITHIN JACKSON TOWNSHIP
-  2030 - MAXIMUM VILLAGE LIMITS WITHIN JACKSON TOWNSHIP



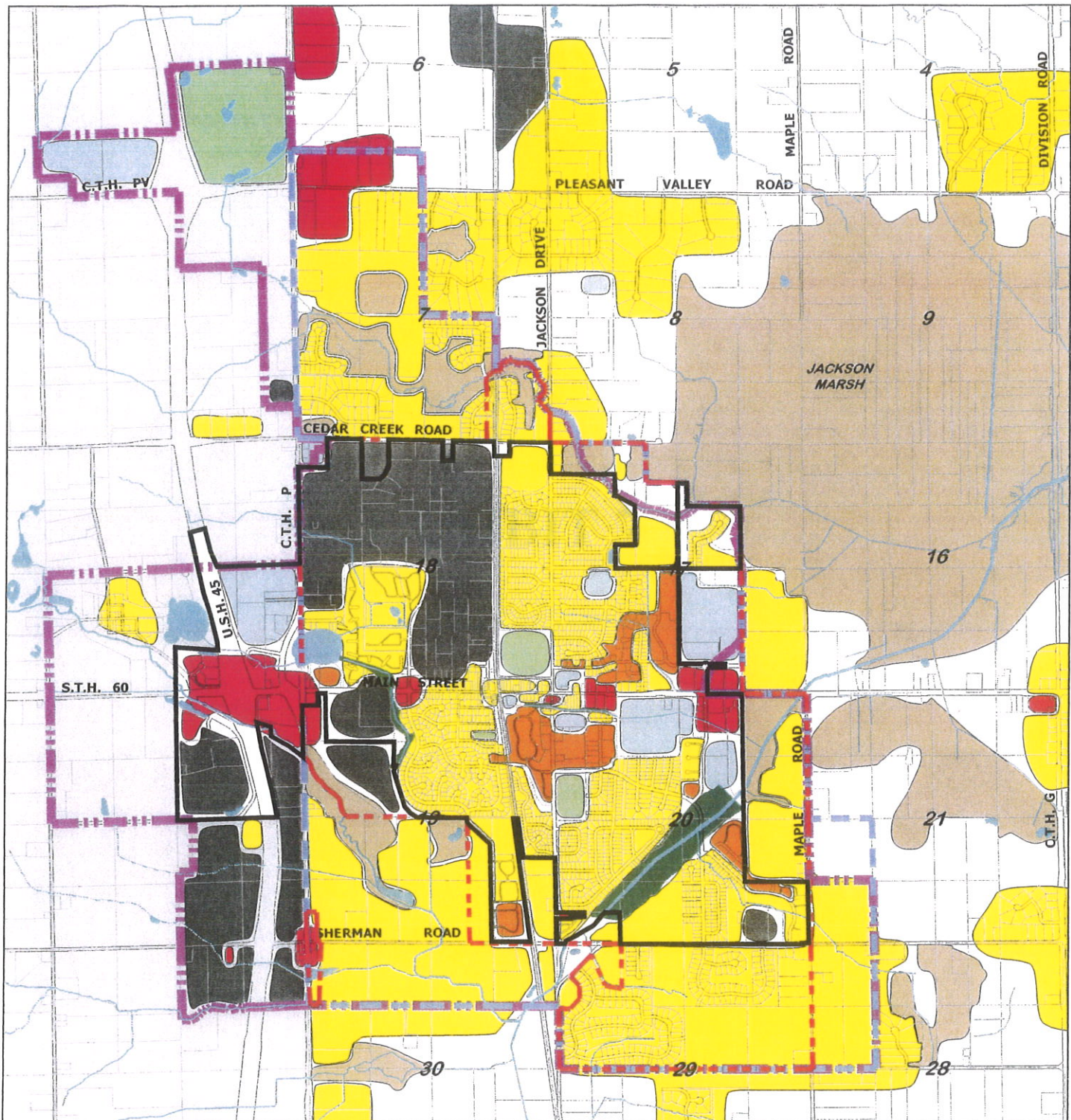
## VILLAGE OF JACKSON EXISTING SANITARY SEWER WITHIN THE VILLAGE OF JACKSON SANITARY SEWER SERVICE AREA















NOTE: NOT INTENDED FOR REGULATORY PURPOSES

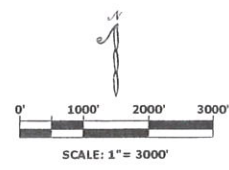
SOURCE: VILLAGE OF JACKSON

MARCH 2009

# **EXHIBIT 6**



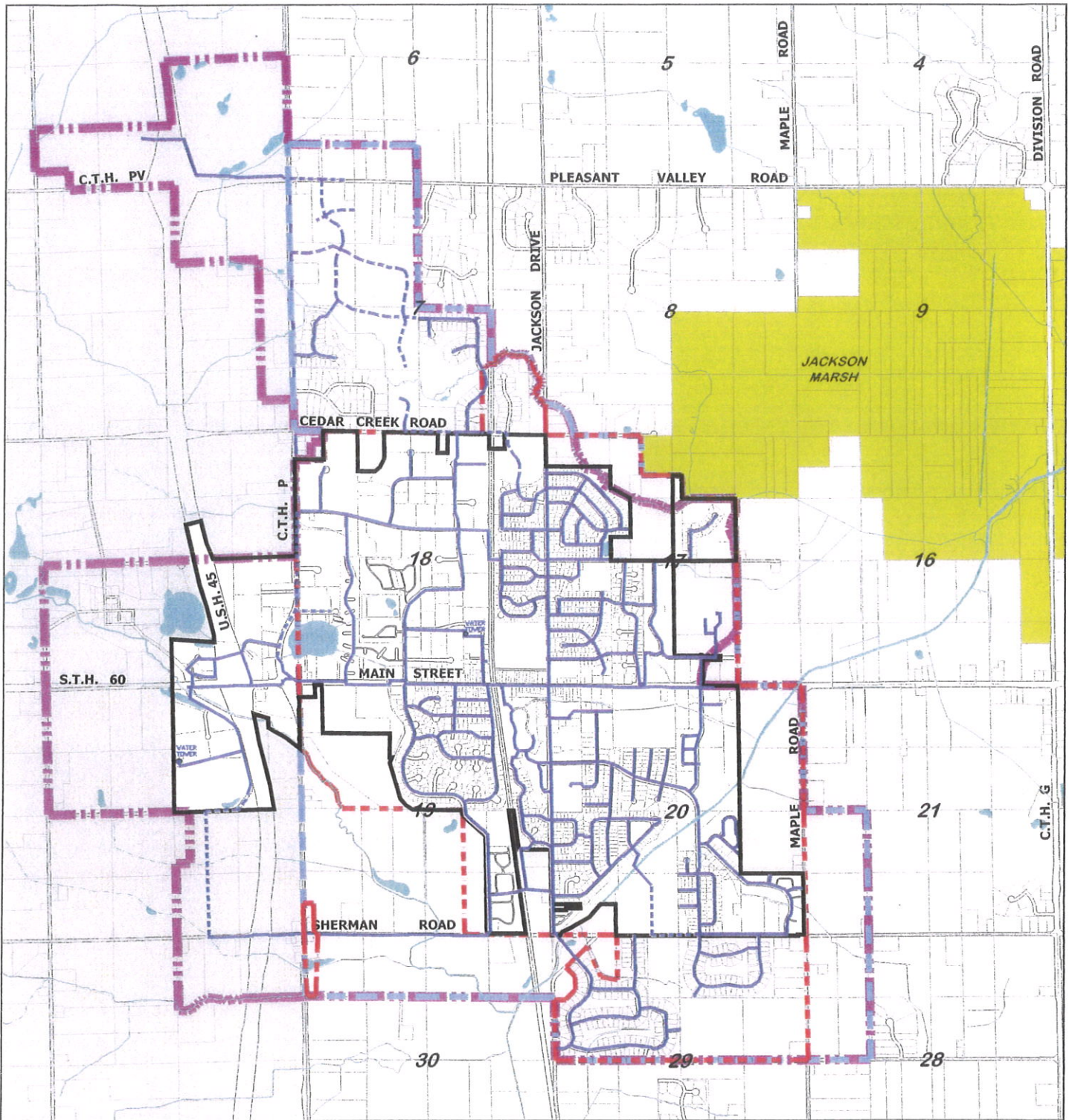
- |   |   |  |                            |
|---|---|--|----------------------------|
|  | 1-FAMILY & 2-FAMILY RESIDENTIAL                       |  | INDUSTRIAL                 |
|  | MULTI-FAMILY RESIDENTIAL                              |  | GOVERNMENT & INSTITUTIONAL |
|  | RETAIL  |  | RECREATIONAL               |
|  | EXISTING VILLAGE LIMITS                               |  | AGRICULTURAL               |
|  | VILLAGE OF JACKSON SANITARY SEWER SERVICE AREA        |  | CONSERVANCY                |
|  | 2015 - MAXIMUM VILLAGE LIMITS WITHIN JACKSON TOWNSHIP |  | FLOODWAY                   |
|  | 2030 - MAXIMUM VILLAGE LIMITS WITHIN JACKSON TOWNSHIP |  | SURFACE WATER              |



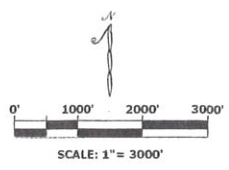
## VILLAGE OF JACKSON PROJECTED LAND USE

NOTE: NOT INTENDED FOR REGULATORY PURPOSES

SOURCE: SEWRPC, VILLAGE OF JACKSON, AND TOWN OF JACKSON



- EXISTING WATER MAIN
- - - PROPOSED WATER MAIN
- EXISTING VILLAGE LIMITS
- — — —** VILLAGE OF JACKSON SANITARY SEWER SERVICE AREA
- - - -** 2015 - MAXIMUM VILLAGE LIMITS WITHIN JACKSON TOWNSHIP
- - - -** 2030 - MAXIMUM VILLAGE LIMITS WITHIN JACKSON TOWNSHIP



## VILLAGE OF JACKSON EXISTING WATER MAIN WITHIN THE VILLAGE OF JACKSON SANITARY SEWER SERVICE AREA


NOTE: NOT INTENDED FOR REGULATORY PURPOSES

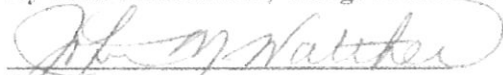
SOURCE: VILLAGE OF JACKSON

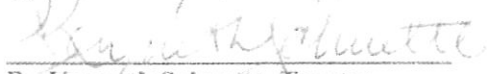
In Witness Whereof, the parties hereto have executed this  
Revenue Sharing Agreement and Cooperative Boundary Plan  
this 14<sup>th</sup> day of February, 2008.

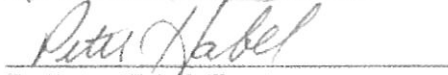
**VILLAGE OF JACKSON**


Village Board

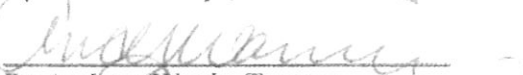
  
By Scott Mittelsteadt, Village President

  
By John Walther, Trustee

  
By Kenneth Schuette, Trustee

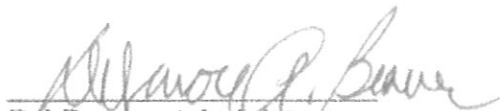
  
By Peter Habel, Trustee

  
By David Roskopf, Trustee

  
By Andrew Wanie, Trustee


By Trustee to be appointed

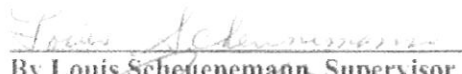
Attest


  
Del Beaver, Administrator

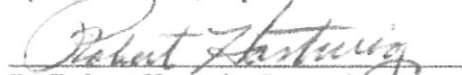
**TOWN OF JACKSON**

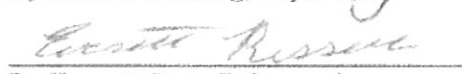
Town Board

  
By Paul Servais, Town Chairman


  
By Louis Scheuenemann, Supervisor

  
By Dan Kufahl, Supervisor

  
By Robert Hartwig, Supervisor

  
By Everett Russell, Supervisor

Attest

  
Julie Oliver, Clerk

RESOLUTION NO. J-13-003

RESOLUTION REAFFIRMING REVENUE SHARING AGREEMENT AND  
COOPERATIVE BOUNDARY PLAN

The Town Board of the Town of Jackson, Washington County, Wisconsin, by this resolution, resolves and declares as follows:

WHEREAS, the Town of Jackson and the Village of Jackson entered into a Revenue Sharing Agreement and Cooperative Boundary Plan (the "Agreement") in 1999, ~~20~~; and amended it in February, 2008; and

WHEREAS, the Agreement was entered into under §66.0301, §66.0305, and §66.0307, Wis. Stats.; and

WHEREAS, the Town of Jackson has followed the Agreement to date; and

WHEREAS, the Town of Jackson and the Village of Jackson recently became aware that the Agreement was not approved by the State of Wisconsin Department of Administration under the applicable statutes in effect when the Agreement was entered into; and

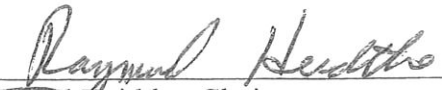
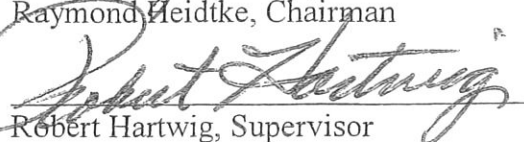
WHEREAS, it is in the Town of Jackson's interests to continue following the terms of the Agreement; now, therefore,

BE IT RESOLVED that the Town of Jackson hereby reaffirms and ratifies the Revenue Sharing Agreement and Cooperative Boundary Plan as amended, and approves all its actions taken pursuant to the Agreement from its inception to date; and

BE IT FURTHER RESOLVED that the Town Chairman, Clerk, attorney, and others as necessary are hereby authorized to work with the Village of Jackson for the purpose of taking all reasonable, necessary, and appropriate actions to facilitate that the Agreement will be followed and enforced in accordance with its terms, including the preparation of any amendments which may be necessary to reform the Agreement.

The Town Clerk shall post or publish this resolution under §60.80, Wis. Stats.

Adopted this 14 day of November, 2013.

  
Raymond Heidtke, Chairman  
  
Robert Hartwig, Supervisor

**COPY**

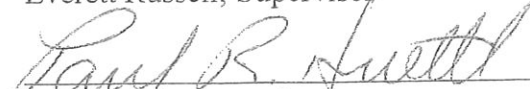




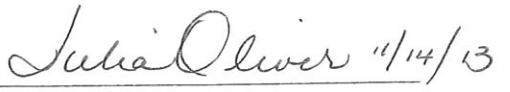
Dan Kufahl, Supervisor



Everett Russell, Supervisor



Paul Huettl, Supervisor

Attest:  11/14/13  
Julia Oliver, Clerk

**COPY**