

Extra copy drafted 5/2004

**DRAFT INTERGOVERNMENTAL AGREEMENT
BETWEEN
TOWN OF WRIGHTSTOWN
AND
VILLAGE OF WRIGHTSTOWN**

This agreement may or may not be subject to or in accordance with Wisconsin State Statute 66.023 governing intergovernmental agreements. TBD by attorneys upon their review.

Whereas, the Village of Wrightstown is experiencing significant and extraordinary growth in and around its corporate boundaries, and Whereas, the Town of Wrightstown is not able to provide this area with public water and public sewer utilities, and Whereas, together the Village of Wrightstown with the Town of Wrightstown believe that orderly and efficient growth serves the best interest of the public, and Whereas, the Village of Wrightstown wishes to control future planning and land use in said area, and Whereas, both Town of Wrightstown and Village of Wrightstown believe that the public is best served with consistent and streamlined government, the Town of Wrightstown and the Village of Wrightstown hereby agree as follows;

SUBJECT AREA

The area covered by this agreement is: All of the lands lying south and west of County Highway DDD, North of Broadway Street (County Highway DD), East of County Highway U and in the Town of Wrightstown as of the date of adoption of this agreement.

CONDITIONS

1) Because all land in the agreement area is currently within ½ mile of either the boundaries of the Village of Wrightstown or public sewer and/or water facilities, the lands in the agreement area shall be designated as future "Village Growth Area". With the exception of agricultural activities, and improvements to existing houses within the agreement area, the Town shall not allow additional subdivision of land or significant development of land in this area without annexation to Village. The Town of Wrightstown shall not oppose annexations of land in this area by Village of Wrightstown.

IMPROVEMENTS
2) Following annexation, the Village of Wrightstown shall pay to the Town of Wrightstown annually, an amount equal to the assessed valuation of the annexed property multiplied by the Town's mill rate for that tax year. Payments to the Town by Village shall be paid no later than **August 20** of each year following the appropriate tax year. Payments to the Town shall continue through the end of the 5th tax year following the acceptance of public improvements by Village from landowner or developer.

Example; If a property annexation is accepted by the Village during 2005, property taxes for 2005 will be paid to Village by property owner. Village will begin payments to Town beginning August 20, 2006 for tax year 2005. Assuming that property is later added to SSA, platted by developer, and public improvements (pipes, streets, and rights

of way) are decided to and accepted by Village during 2006, payments to Town would expire August 20, 2011. Town and Village understand that each annexation or development plat (including phases) will create a unique computation and expiration date.

- 3) In order for property to be developed, property must be included in sewer service area (SSA). At time of amending SSA, Village may contact neighboring landowners about intent to develop. If property owner indicates to both Town and Village their intent to develop property, Village may include those lands in Village's SSA amendment request to Brown County Planning and the Wisconsin DNR. *SUPPORT TO BOTH*

UNDERSTANDING OF "IMPACT FEES"

Town and Village recognize that in an effort to efficiently accommodate future growth and development, the Village may undertake or pay for certain infrastructure improvements designed specifically to benefit owners of developable property beyond the corporate limits of the Village of Wrightstown. The Village of Wrightstown may, at its discretion, seek to recover the cost of these infrastructure improvements from the benefiting property owners if or when the property is ever developed.

Recovery of these costs is done through the levying of "impact fees" by action of the Village Board. Projects that may result in "impact fees" being levied on property may include, but are not limited to; urbanization of streets, regional lift stations, regional storm water control, public water pipes, public sewer pipes, pipes buried to "extra depth" and pipes that are "oversized" to accommodate larger flows.

"Impact fees" are calculated by determining the actual cost of a construction project, dividing out to the "benefiting" property (usually either per frontage foot or per acre) and interest accrues on the balance until paid in full. Currently, interest charges are determined by adding ½% to the village's actual rate of borrowing.

When land is either annexed or developed, any "impact fees" previously levied against the benefiting property shall become due and payable.

In addition to "impact fees" due to the village, potential developers may need to compensate a previous developer if public improvements were made at another developer's expense. The benefiting land owner will be required to pay to Previous Developer an amount based on the benefits accruing to the connected property in accordance with Wisconsin State Statute 66.0821 and Wisconsin Administrative Code Chapter PSC 187 (sewer main extension cost recovery rules), and PSC authorized water rates and rules adopted by the Village. This reimbursement to Previous Developer will be in addition to the normal Sanitary District "hook-up charge." It is understood that the above-described reimbursement benefits to Developer will be for only those portions of the improvements that Developer had paid for.

Projects involving "Impact fees" shall not hinder the legal transfer of property, will not prohibit reasonable access points to the subject property; will not subject town residents to assessments for sewer and water extensions which may abut their property if they are

not serviced by these utilities; and Village will not assess abutting town residents for any routine maintenance to keep adjoining streets in a safe and functional condition.

LENGTH OF AGREEMENT

This agreement shall expire no sooner than five (5) years after all land in the "agreement area" has been annexed by Village or twenty five (25) years after adoption of this agreement by Town and Village,

The town and village agree to meet no less frequently than annually to review and/or revise this intergovernmental agreement. At any time, either board may request a joint meeting with the other to discuss shared issues.

Town and Village agree to pursue, in good faith, negotiations regarding the balance of Town/Village shared boundary???

TOWN OF WRIGHTSTOWN

VILLAGE OF WRIGHTSTOWN

Town Chairman

Village President

Dated

Dated

Attest Town Clerk

Attest Village Clerk

WRIGHTSTOWN