

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

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into effective as of _____, 2017 (the "Effective Date") by and between the Village of Wrightstown (the "Village") and the Town of Wrightstown (the "Town").

RECITALS

WHEREAS, Wis. Stats. §66.0307 requires that any boundary change must be made pursuant to an approved cooperative plan amid certain procedures which must ultimately be approved by the Wisconsin Department of Administration;

WHEREAS, Wis. Stats. §66.0301 allows for municipalities to enter into an intergovernmental agreement for purposes of adjusting certain boundaries without the approval of the Wisconsin Department of Administration and those procedures set forth under Wis. Stats. §66.0307;

WHEREAS, due to the Village's interest in developing the west side of the Fox River, the purpose of this Agreement is to enable both the Town and the Village to work collaboratively to annex certain property with the current owner's consent pursuant to Wis. Stats. 66.0301;

WHEREAS, the purpose for annexing such property is to consider new development options;

WHEREAS, the Village prefers to directly annex any plots of land through unanimous consent with limited exceptions set forth herein;

WHEREAS, for purposes of this Agreement, the property shall be divided into four sections, each of which shall be defined herein: (i) Village Development Zone; (ii) No Annexation Zone; (iii) Unanimous Annexation Zone; and (iv) Cooperative Development Zone; and

WHEREAS, both parties desire to enter into this Agreement to further the public interests and objectives of both the Village and the Town and to provide for cooperation that is beneficial to citizens in both communities.

I. TERM OF AGREEMENT; DEFAULT

- (a) Term. The term of this Agreement shall begin as of the Effective Date and shall last for a period of be ten (10) years thereafter (the "Term"), unless terminated sooner due to a default by one of the parties as set forth below.

- (b) Default. A party shall be in default if it violates any of the terms of this Agreement and such violation is not cured within sixty (60) days of written notice from the non-breaching party. Upon a default the non-defaulting party may declare this Agreement terminated, may sue for damages, may obtain injunctive relief and/or sue for specific performance, all remedies being cumulative.

II. FOUR TERRITORIAL ZONES ALONG BORDERS OF THE

(a) Village Development Zone

- i. Area. As set forth on Exhibit 1, the “Village Development Zone” or “VDZ” shall be defined as the geographic area with W-179 and W-177 as its southern-most lots, CTH U forming its border to the west, and CTH DDD forming its border to the east and north.
- ii. Annexation within the Village Development Zone. The Town hereby covenants and agrees that the Town will not object to the annexation of any territory within the Village Development Zone regardless of the manner of annexation.
- iii. TIF District. During the Term, in the event that any property is annexed within that certain Tax increment financing (“TIF”) District within the Village Development Zone, the Village would pay to the Town an amount equal to the incremental value of tax revenues representing the Town’s share. The “incremental value” shall be determined as of the date that the annexation becomes effective.

(b) Unanimous Annexation Zone

- i. Area. As set forth on Exhibit 2, the “Unanimous Annexation Zone” shall be defined as the geographic area with CTH as its border to the north, Shanty Road forming its border to the east, and E. N.E.W. Road forming its border to the south.
- ii. Requirement to Annex. To annex any property within the Unanimous Annexation Zone, unanimous consent of all of the electors residing in the Unanimous Annexation Zone and owners of all of the real property in the Unanimous Annexation Zone is required pursuant to Wis. Stat. 66.0217(2).

(c) Cooperative Development Zone

- i. Area. As set forth on Exhibit 2 and Exhibit 3, the “Cooperative Development Zone” shall be defined as the geographic area with Shanty Road forming its border to the west, Elmro Road forming its border to the east, Mallard Road forming its border to the north, and CTH IL forming its border to the south.

- ii. Mutual Cooperation. The Village and Town recognize certain restrictions that exist to most effectively develop the area within the Cooperative Development Zone. The Village and Town intend to work collaboratively to develop the area within the Cooperative Development Zone.
- iii. Shared Revenue. The Village and Town hereby covenant and agree to equally share any revenues that become part of a TIF district.
- iv. Annexation. Village covenants and agrees that the Village will not take any action to directly annex any territory within the Cooperative Development Zone.
- v. Water and sewer services. The Village shall provide water and sewer services to any area within the Cooperative Development Zone at the Town's sole cost to serve the area. The cost of such services shall equal such cost charged to other customers of the Village.
- vi. Annexation to Village. The development will be annexed to the village (this will be need to get it accepted into the village sewer service area and newly created tax values will be refunded to the town for the negotiated time frame).

(d) No Annexation Zone

- i. Area. As set forth on Exhibit 1, the "No Annexation Zone" shall be defined as the geographic area of the VDZ shall be comprised of any area not within the geographic parameters under the VDZ, the Unanimous Annexation Zone, or the Cooperative Development Zone.
- ii. Lots of W-180-1 through W-180-4. Notwithstanding any term or condition set forth in Section I(d)(i) above, the lots of W-180-1 through W-180-4 as shown on Exhibit 1, shall be included within the geographic area under the No Annexation Zone. Such lots shall not be subject to annexation by the Village under any circumstances, including, without limitation, any authority that may exist to the Village under Wis. Stats. 66.0221 entitled "Annexation of and creation of town islands."
- iii. Village Ordinance. The Village agrees to not enact an annexation ordinance of any kind; provided, however, that a property owner holding real property within the No Annexation Zone may request for such an annexation ordinance if the Town so permits.

II. VILLAGE – TOWN PLANNING

The Village and the Town shall meet annually to discuss matters of mutual concern. Prior to such annual meetings, a hearing open to the public shall be held to assess the progress under which the terms of this Agreement have operated since the Effective Date. The Village Administrator and the Town Chairperson may call such meetings as they mutually deem necessary.

III. AGREEMENT AMENDMENTS – PROCEDURE; PROPERTY OWNER CONSENT REQUIRED

The parties hereto may, upon thirty (30) days advance written notice to the other, propose that this Agreement, or the exhibits hereof, be amended. In the event that any such amendment is proposed, the parties shall agree to meet at a physical location to discuss such amendment. To vote to approve any amendment to this Agreement, or the exhibits hereof, a Quorum must exist for both the Board of the Village and the Board of the Town. A “Quorum” shall be defined as representing at least 2/3 of the voting members of each Board. Any amendment to this Agreement, or the exhibits hereof, must be approved by a majority of the members of the Board of the Village and a majority of the members of the Board of the Town.

IV. NOTICES PROCEDURE

All notices relative to this Agreement shall be given by personal service or by certified mail. Notices to the Village shall be directed to the Village Clerk. Notices to the Town shall be directed to the Town Clerk.

V. ADMINISTRATION OF AGREEMENT

This Agreement shall be administered on behalf of Village by the Administrator or his/her designee(s). On behalf of Town, this Agreement shall be administered by the Town Board Chairperson or by his/her designee(s). Designees shall not have authority under this Agreement unless their appointments are in writing and the other parties to this Agreement are notified thereof. The administration of this Agreement shall include the implementation of policies and procedures which will effectuate the purpose and spirit hereof.

VI. SEVERABLE PROVISIONS

The provisions of this Agreement and the parts of each such provision shall be severable. In the event that any provision of this Agreement or any part of any such agreement is held by a court of competent jurisdiction to be invalid or ineffective, the balance of this Agreement shall survive.

VII. COMPLETE AGREEMENT

This Agreement is the complete agreement of the parties with respect to the matters covered by this Agreement and it shall supersede any prior agreements to the contrary.

No agreement, promises or representations made during or in connection with the negotiations for or approval of this Agreement shall be binding or effective unless they are included herein.

VIII. VENUE

The sole venue for any action involving the negotiation, drafting, interpretation or enforcement of this Agreement shall be the Circuit Court for Brown County, Wisconsin, each party waiving any right to change venue or to remove to federal court any such action.

IX. AMBIGUITY

This Agreement shall not be subject to the rule of construing an ambiguous contract against its drafter.

X. ARBITRATION

Either party may immediately petition to Branch I of Brown County Circuit Court for the appointment of an arbitrator to resolve any dispute concerning the negotiation, drafting, interpretation or enforcement of this Agreement. The arbitrator so appointed shall be a member of the Brown County Bar Association who shall have agreed in writing to conduct the arbitration hearing within 45 days of his or her appointment and to render a decision within fifteen (15) days of the arbitration hearing. The arbitration shall take place in Green Bay, Wisconsin.

XI. SIGNATURES AND COUNTERPARTS

This Agreement may be signed in counterparts. Facsimile and electronic signature shall have the same effect as original signatures.

Dated as of the date set forth above.

VILLAGE OF WRIGHTSTOWN

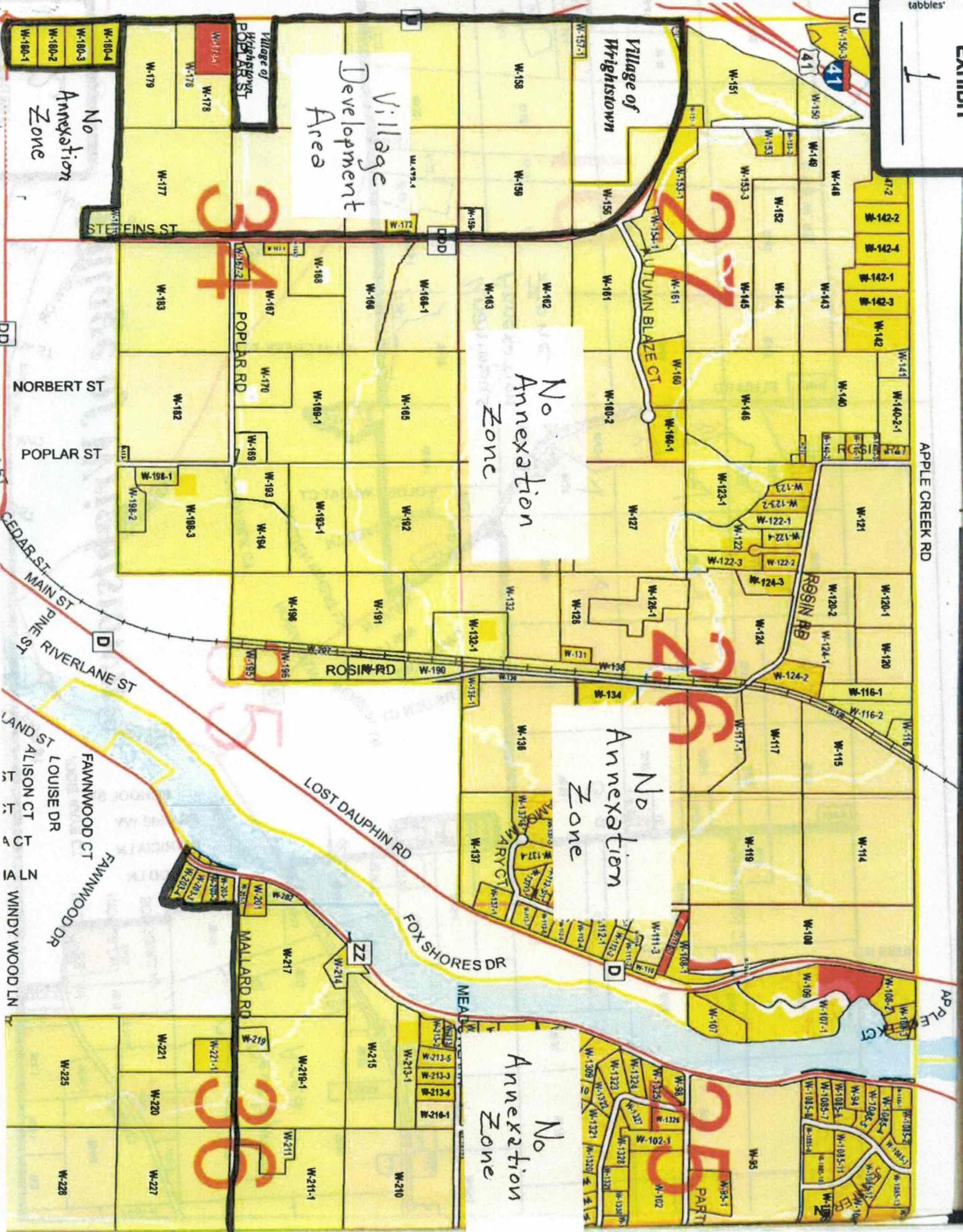
By: _____

By: _____

TOWN OF WRIGHTSTOWN

By: _____

By: _____



Village
Development
Area

No
Annexation
Zone

No
Annexation
Zone

No
Annexation
Zone

No
Annexation
Zone

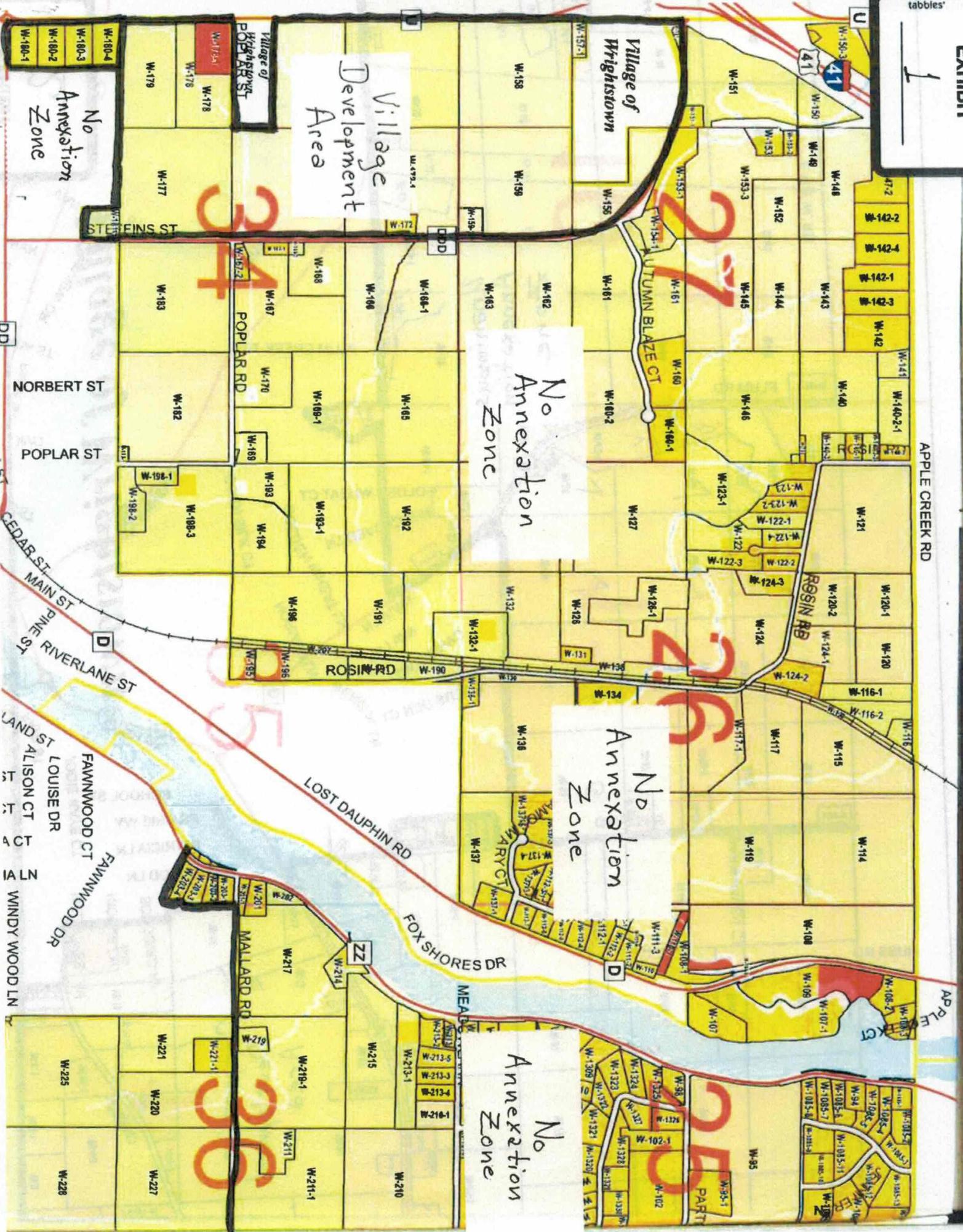
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Village of Wrigtstown

Cooperative Development Area

Unanimous Annexation Zone

12

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