INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN TOWN OF HARRISON AND VILLAGE OF HARRISON

The Parties to this Intergovernmental Cooperation Agreement (hereinafter "Agreement") are the Town of Harrison (hereinafter the "Town") and the Village of Harrison (hereinafter the "Village").

RECITALS

WHEREAS, on or about March 8, 2013, the Secretary of State for the State of Wisconsin issued an incorporation certificate, recognizing the Village as an independent Wisconsin municipality consisting of lands that were formerly located in the Town of Harrison and the Town of Buchanan; and,

WHEREAS, the Town provided municipal services to the property owners and residents of the Town prior to the incorporation of said Village; and,

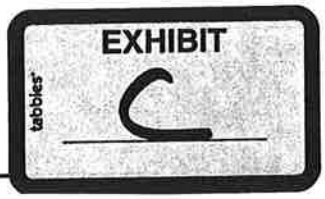
WHEREAS, in order to continue the adequate provision of said services on a cost-effective basis, the Town and Village wish to enter into an agreement whereby the Town will continue to provide some municipal services for the benefit of the Town and the Village; whereby the Village will provide other municipal services for the benefit of the Town and Village, and the Town and Village will share the costs of said services in accordance with the proportions and other terms herein; and,

WHEREAS, the Town and the Village wish to adjust the boundary line separating the Town and the Village, leaving only the remaining "growth area" (as identified in two separate Intermunicipal Agreements between the Town of Harrison and the City of Appleton and between the Town of Harrison and the City of Menasha, respectively), located within the Town; and,

WHEREAS, Wisconsin statute §66.0235 requires the Town and Village to apportion assets and liabilities as a result of the recent incorporation of the Village and further apportionment will be required in accordance with the boundary adjustments detailed in this Agreement; and,

WHEREAS, the Town and Village wish to establish rules and procedures for said apportionment in the context of this Agreement; and,

WHEREAS, Wisconsin statute §66.0301 allows municipalities to cooperate and contract in a binding fashion for the receipt and furnishing of services, for the joint exercise of powers or duties required or authorized by law, for the apportionment of expenses involved, for the adjustment of boundary lines, and for the exercises of other duties and rights as stated in §66.0301.



WHEREAS, a joint public hearing was held on this proposed Agreement on Tuesday July 2, 2013, and said public hearing was noticed in accordance with Wisconsin Statutes §66.0301(6)(c).

NOW THEREFORE, the Town and Village hereby enter into an Intergovernmental Cooperation Agreement pursuant to the authority granted to them by Wisconsin statutes §66.0301, on the following terms:

I. **Term of Agreement**. The Term of this Agreement shall be ten (10) years from the Effective Date. The "Effective Date" shall be the later of 1) the first date that this Agreement is signed by an authorized representative of both Parties, or 2) if, for any reason, this Agreement does not or cannot become effective on the first date it is signed by an authorized representative of both Parties, it shall become effective on the first date thereafter that this Agreement may become effective under Wisconsin law.

II. **Agreement Procedure**. Prior to approving this Agreement by resolution, the Town and Village has held a joint public hearing in accordance with Wisconsin statute §66.0301(6)(c), and the Town and Village provided notice of a pending agreement and public hearing by publishing a class 1 notice and by giving notice to each property owner affected by certified mail at least 20 days before the public hearing, in accordance with Wisconsin statutes §66.0301(6)(c).

III. **Apportionments of Assets and Liabilities**. Unless stated herein, the apportionment of assets and liabilities between the Town and Village shall be determined pursuant to Wisconsin statutes §66.0235.

a. The Apportionment Board, consisting of representatives of the Town and Village, shall convene immediately to begin discussions regarding apportionment of assets between the Town and Village, in accordance with §66.0235.

b. Notwithstanding the foregoing subparagraph (a), because the boundary line between the Town and Village will change (due to the operation of this Agreement) before a proper apportionment of assets and liabilities could be completed by the Apportionment Board, the Apportionment Board shall wait until the new boundary line is established before completing the apportionment process. The post-boundary-line-change areas of the Town and Village, respectively, shall be used to determine the average assessed values of the Town area and Village areas for the preceding five years. After a boundary-change ordinance is adopted, filed, and recorded by the Town under §66.0301(6)(e), the Apportionment Board shall finalize the apportionment process in accordance with §66.0235.

c. However, notwithstanding the foregoing subparagraph (b), if the boundary line change contemplated by this Agreement does not occur prior to December 31, 2013, the Apportionment Board shall complete its apportionment of assets and liabilities on an

interim basis and then reapportion assets and liabilities at such time that the boundary line change referenced in this Agreement takes effect.

d. Before apportioning any other asset or liability, all unrestricted monetary assets and liabilities presently owned or owed by the Town shall be apportioned in accordance with the formula contained at §66.0235(2)(b) based upon the average assessed valuation for the preceding five (5) years of the post-boundary-line change Town and Village areas, respectively. Because most non-monetary assets will be transferred by the Town to the Village or leased by the Town to the Village post apportionment, the goal of this paragraph is to ensure that monetary assets and liabilities are divided in the appropriate proportion before deciding the apportionment of any other tangible asset.

e. Any monetary funds that are restricted for a particular use shall retain said restrictions after apportionment.

f. During and after the apportionment process, non-monetary assets such as vehicles, land, buildings and/or inventory, may, at the option of the Apportionment Board, remain Town property or may be transferred to the Village in accordance with the formulas contained in §66.0235; in the alternative, the Apportionment Board may decide that certain assets will be jointly owned by the Town and Village in a proportion to be determined by the Apportionment Board (for example, the Apportionment Board could decide that the present Town Hall will be jointly owned in a certain percentage by the Town and a certain percentage by the Village, respectively). If the Apportionment Board decides that any asset shall be jointly owned post-apportionment, the Apportionment Board shall also allocate responsibility for the maintenance, insurance, preservation, and other obligations related to said asset. Deeds or other instruments reflecting changes in ownership shall be executed and recorded as necessary.

g. Following apportionment, the Town shall lease any real estate, buildings, road maintenance equipment, snowplowing equipment, ditch and culvert equipment, signage, mowers, tractors, park equipment, inventory, chippers, vehicles, fire and rescue equipment including engines, rescue vehicles, brush trucks, tankers, ATVs, snowmobiles, and similar equipment, garbage and recycling equipment, and other similar non-monetary assets that it retains after apportionment, to the Village in exchange for payment of $1.00 in annual consideration (the Village's compliance with the other terms and conditions contained in this Agreement will serve as additional consideration for said lease).

IV. Provision of Municipal Services.

a. Public Works. All public works and related services that were previously provided by the Town for the benefit of the Town, shall hereafter be provided by the Village for the benefit of the Town and Village. Said public works services shall include, but are not necessarily limited to, road maintenance, snowplowing, ditch and culvert

work, wood chipping, signage, minor storm water management projects, mowing, park maintenance, equipment replacement, salting, and other daily and special maintenance.

b. Public Safety. The Village shall provide fire and rescue services to its own property owners and residents and to the Town's property owners and residents.

c. Refuse and Recycling Services. The Town is presently a party to a contract with a private contracted service providing refuse and recycling services to property owners and residents. Said contract shall continue in force and effect for the duration of their term. When said contracts expire, the Town and Village may jointly negotiate a new contract with a third party of their choosing or may elect to provide refuse and recycling services by any other means.

d. Parks. The Village shall be responsible for the maintenance of all parks located in the Town and Village.

e. Administrative Employees and Staff. At the outset of this Agreement, the Town and Village shall share all employees and administrative staff, including, but not limited to, an Administrator and Planner. Said employees and administrative staff shall be terminated by the Town and shall become employees of the Village, according to the terms outlined in this Agreement. Although said employees and administrative staff shall be employees of the Village for payroll, record keeping, and other purposes, the Town will also proportionally contribute to the total cost of said employees and administrative staff according to the terms herein, and said employees and administrative staff shall serve at the pleasure of both the Village Board of Trustees and the Town Board. In the event that the Town Board and Village Board of Trustees cannot agree on the allocation of time that the Administrator and Planner are spending on Town and Village business, respectively, said time shall be proportionally allocated in accordance with the assessed values of all Town real and personal property versus the assessed value of all Village real and personal property in the prior year. The Town and Village shall attempt to appoint a common clerk and treasurer when practical, and share the cost thereof in accordance with this paragraph. This paragraph is not intended to change or alter the "at-will" or other status of any current employee of the Town when employed by the Village.

f. Payment of Expenses Related to Shared Services and Services Provided by the Town or Village for the benefit of both. Unless otherwise agreed by the Parties, the Town and Village shall be jointly responsible for the cost of all shared services in the nature of public works, public safety, refuse and recycling, parks, administrative staff, and costs resulting from the provision of similar services, as referenced above. The Town and Village shall each pay the proportion of total expenses equal to their respective share of the total assessed value of all real and personal property located in the Town and Village in the prior year.

g. Capital Expenditures. The cost of any new capital equipment or other asset necessary or useful for the provision of the municipal services contemplated herein,

shall be apportioned between the Town and Village in a proportion equal to their respective shares of the total assessed value of all real and personal property located in the Town and Village in the prior year.

V. **Employees**. All employees of the Town shall be terminated by the Town and rehired by the Village on terms identical to the terms of their current employment with the Town. At-will employees shall remain at-will employees and employees under contract or other similar arrangement shall remain a party to said contract or other arrangement except that the Town's rights and obligations under said contract shall become the Village's rights and obligations. The Town and Village shall cooperate with each other and with any state agency to the extent necessary to effectuate this provision. Said transfer of employees from the Town to the Village shall be in a seamless fashion so as not to disrupt the provision of payroll, benefits, or other similar matters.

VI. **Adjustment to Boundary Line Between Town and Village**.

a. Prior to the Effective Date, the boundary line between the Town and Village is/was as indicated in **Exhibit A**.

b. On or after the Effective Date, the Town and Village will alter the boundary line between the Town and Village so that the boundary line between the Town and Village becomes the lines between the Town and Village reflected in **Exhibit B**.

c. The lands transferred from the Town to the Village pursuant to the boundary line change include all lands available to be transferred from the Town to the Village under Wisconsin law described in the attachment hereto as **Exhibit C**.

d. On or after the Effective Date, the Village Board will adopt and file an ordinance to trigger the boundary line change in accordance with Wisconsin statute §66.0301(6). Said ordinance shall be filed and recorded immediately (or as soon thereafter as reasonably possible) in accordance with Wisconsin statute §66.0301(6), to effectuate the boundary line alternation between the Town and Village.

e. In accordance with Wisconsin statute §66.1105(4)(gm)(1), this Agreement constitutes a cooperative plan boundary agreement, and the Village will not be prohibited from exercising its TIF powers for a period of three years following the boundary line change.

VII. **Planning, Finance and Budgeting, and Ad Hoc Committees.**

Planning.

a. The Village of Harrison and the Town of Harrison agree to create a joint planning commission to be known as the Town/Village Joint Planning Commission.

b. The Town/Village Joint Planning Commission shall consist of seven members, three of whom are appointed by the Town Chairperson subject to confirmation by the Town Board and three of whom are appointed by the Village President subject to confirmation by the Village Board. The Town Chairperson and Village President shall appoint two residents of their respective municipalities who are not members of the Town or Village Board. The Town Chairperson shall also appoint one member of the Town Board. The Village President shall also appoint one member of the Village Board. The Village President will serve as chairman of the Town/Village Joint Planning Commission from the third week in April to the following third week in April, starting in odd numbered years and the Town Chairman shall serve as chairman of the Town/Village Joint Planning Commission from the third week in April to the following third week in April, starting in even numbered years.

c. The initial term of appointment for each Party's delegation shall be for a term of three years. The Village Board and Town Board members' terms shall following their respective board terms. Following initial appointments, regular appointments shall be made in April of each year, as needed. Following initial appointments, all members of the Town/Village Joint Planning Commission shall serve for terms of three years

d. A vacancy shall be created if a Town/Village member's residency terminates during the term of appointment or if the position is otherwise not occupied due to resignation, failure to continue in elected office if a member of the governing board or removal for cause by the governing board or the respective municipality. Vacancies shall be promptly filled for the unexpired term in the same manner as the original appointment and successors shall serve the remaining term.

e. The Town/Village Planning Commission shall have the same duties and responsibilities as granted under the Wisconsin State Statutes and local ordinances for both the Village and the Town in regards to planning commissions. Recommendations of the planning commission shall be forwarded to the appropriate municipalities' Board for review.

Finance and Budgeting.

a. The Village of Harrison and the Town of Harrison agree to create a joint finance committee to be known as the Town/Village Joint Finance Committee.

b. The purpose of the Town/Village Joint Finance Committee is to coordinate the financing and budgeting of both the Town of Harrison and Village of Harrison. The Town/Village Joint Finance Committee will assist the Village Manager in establishing the budget for both the Town of Harrison and the Village of Harrison. The Joint Finance Committee will also make recommendations to their respective boards on the purchase of any capital items or proposed capital improvement programs.

c. The Town/Village Joint Finance Committee shall consist of five members, two of whom are appointed by the Town Chairperson subject to confirmation by the Town Board and two of whom are appointed by the Village President subject to confirmation by the Village Board. The Town Chairperson and Village President shall appoint two members of their respective boards. The Village President will serve as chairman of the Town/Village Joint Finance Committee from the third week in April to the following third week in April, starting in even numbered years and the Town Chairman shall serve as chairman of the Town/Village Joint Finance Committee from the third week in April to the following third week in April, starting in odd numbered years.

d. The initial term of appointment for each Party's delegation shall be for a term of two years. Following initial appointments, regular appointments shall be made in April of each year, as needed. Following initial appointments, all members of the Town/Village Joint Finance Committee shall serve for terms of two years

e. A vacancy shall be created if a Town/Village member's residency terminates during the term of appointment or if the position is otherwise not occupied due to resignation, failure to continue in elected office or removal for cause by the governing board or the respective municipality. Vacancies shall be promptly filled for the unexpired term in the same manner as the original appointment and successors shall serve the remaining term.

Ad Hoc Committees.

The Town Board Chairman and Village President, by agreement, may establish additional ad hoc committees as used for or necessary to accomplish the subject matter contained in this Agreement.

VIII. Modification. This Agreement may be modified by the mutual agreement of the Town and Village.

IX. Construction of Agreement. Any court of competent jurisdiction that is interpreting and reviewing this Agreement, shall review it in the context that most favors enforceability. If a reviewing court interprets the statutes so as to require separate agreements for sharing of services under §66.0301(1-5) and boundary agreements under §66.0301(6), then a reviewing court shall read this Agreement as two separate Agreements, with one agreement addressing the issues addressed in §66.0301(1-5) and the other agreement addressing the issues presented in §66.0301(6). If, however, a reviewing court believes that this Agreement is most enforceable if interpreted as a single agreement, then it should interpret this Agreement as a single agreement.

The below-signed authorized individuals certify that this Intergovernmental Cooperation Agreement has been duly approved by their respective governing bodies in accordance with state

and local laws, rules and regulations, and that each has caused their duly authorized officers to execute this Agreement on the dates written before their respective signatures.

Dated: July 2nd 2013

VILLAGE OF HARRISON,
a Wisconsin municipal corporation

By: James J. Salm
Jim Salm

Dated: July 2ND 2013

TOWN OF HARRISON,
a Wisconsin municipal corporation

By: John A. Slotten
John Slotten

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