

The State of Wisconsin

Office of the Secretary of State

TOWN

TOWN OF NEW GLARUS

COUNTY OF GREEN

BOUNDARY AGREEMENT

FILED NOVEMBER 26, 2007

OFFICE OF
Town of New Glarus

November 21, 2007

The Honorable
Doug LaFollette
Secretary of State
P.O. Box 7848
Madison, WI 53707-7848

RE: Intergovernmental Cooperation Agreement
Town of New Glarus and Village of New Glarus

Dear Mr. Secretary,

Enclosed is a copy of an Intergovernmental Cooperation Agreement that the Town of New Glarus entered into with the Village of New Glarus on October 18, 2007.

Please file this for public records review. If you need any further information don't hesitate to call.

Respectfully yours,

Patricia L. Salter

Pattie Salter, WCMC
Town of New Glarus Clerk

cc: Village of New Glarus
Green County Register of Deeds
D. Hustad

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DOUGLAS LA FOLLETTE
SECRETARY OF STATE

INTERGOVERNMENTAL COOPERATION AGREEMENT
By and Between The Town of New Glarus, Wisconsin, a Wisconsin Body
Corporate and Politic, And The Village of New Glarus, Wisconsin,
a Wisconsin Municipal Corporation

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT is made and entered into by and between the Village of New Glarus, Wisconsin, a Wisconsin municipal corporation ("Village"), with offices located at 319 2nd Street, New Glarus, Wisconsin, and the Town of New Glarus, a Wisconsin body corporate and politic ("Town"), with offices at 1101 Highway 69, New Glarus, Wisconsin, for purposes of addressing matters related to the impact of the annexation of certain territory by the Village from the Town.

WHEREAS, the Village has annexed certain lands known as the Neuchatel Plat from the Town; and

WHEREAS, the parties wish to specify the terms under which further annexations may take place from the Town to the Village;

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Village and the Town agree as follows:

1. **Neuchatel Annexation.** Village has completed the annexation of the Neuchatel Plat. The Village has already paid to the Town the revenue sharing payments required by Wis. Stats. § 66.0217(14)(a)1.
2. **Extension of Utility Services Along Durst Road.** It is contemplated that in order to extend sanitary sewer, water and other utility services to the Neuchatel Plat, these utilities will have to be extended from their current terminus in the Village westerly through the Durst Road right of way to the westerly line where the Neuchatel Plat intersects with the Durst Road right of way. Part of the route of the extension will run through the Town.
 - A. The Town hereby grants the Village an easement permitting the Village to extend sewer, water and other utilities within the right of way of Durst Road. As a condition of said easement, the Village agrees to widen the paved surface to 30 feet, restore any disturbed sub-grades, roads and the lands within the right of way of Durst Road. All work shall conform to current Village Standard Specifications, other than curb and gutter. The Village agrees to develop and submit a detailed reconstruction plan, that is acceptable to both the Town and Village, for the said portion of Durst Road prior to implementation of this agreement, or any construction activities on said road. It is also understood that such an agreement will have the asphalt binder course

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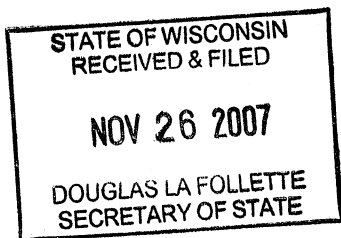
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completed on Durst Road on or before 40 calendar days from the start of any construction on Durst Road. The Village shall not be considered in breach or default of its obligations with respect to the beginning and completion of the construction of Durst Road binder course in the event of delay in the performance of such obligations due to unforeseeable delay upon construction caused by strikes, fires, riots, war, tornados, floods, acts of God, or similar un-foreseen events. Times of performance of any of the Village's obligations with respect to construction of the Durst Road binder course shall be extended for the period of the forced delay provided the Village has given the Town timely notification.

- B. All improvements shall conform to any Village Standard Specifications for existing road reconstructions, other than curb and gutter, including restoring the base and paved surface of any portion of the paved road which is excavated or damaged due to construction activities for the purpose of installing utilities. All Town driveways disturbed during construction shall be restored to their condition existing prior to disturbance. The driveways after restoration shall have widths not less than the widths of existing driveways. Additionally, any culvert damaged or in need of replacing during construction shall be replaced with no less than a 15" diameter culvert and not less than 30' of piping. A CMP endwall shall be placed on both ends of the culvert regardless of whether there is an endwall existing. In the case of other surfaces, the surface shall be restored to its prior grade, seeded, fertilized and erosion matted or sodded to Village Specifications.

- C. Any shrub damaged, removed or which dies within a year of construction shall be replaced. Any tree damaged, removed or which dies within a year of construction shall be replaced with a tree that complies with the Village Street Tree Ordinance, Section 278-8 of the Village of New Glarus Municipal Code. Trees and shrubs shall be video taped 24 hours prior to commencement of construction to detail existing condition.

- D. The Town shall review and approve all plans and specifications for work in and around the right of way of Durst Road, and shall review and approve the as-built results, which shall include compaction tests and roll tests of road surfaces which have been disturbed. It is to be understood that all workmanship guarantees are to be borne by others for a period of one year from the date the Town signed acceptance of work performed on Town properties. Additionally, all necessary



permits are to be obtained by others and reviewed by the Town Engineer before any construction can commence.

- E. In order to minimize the need for future excavations and disruptions of road surface, the Village agrees that it will install capped laterals to the right of way for sewer, water and other utilities to lots within the Town along the portion of Durst Road where sewer, water and other utilities are being extended as identified in Exhibit A. The installation of such capped laterals shall not constitute Village permission for the Town lots to connect to such utility services. While said lots are located in the Town, new connections to such capped laterals shall only take place with the consent of the Town Board and any Sanitary District with jurisdiction over said lots, as well as the Village Board.
- F. Sewer and water lines shall not be extended along Durst Road farther than is necessary to provide sewer services to the Neuchatel Plat without the prior permission of the Town.
- G. The Village shall cause installation of streetlights at the intersection of new Village streets with State highways and Town roads.
- H. The Village shall require the placement of a mix of evergreen and deciduous trees along the top of the berm separating and screening the subdivision from adjacent development. Rear yards which abut upon Highway 39 shall have vegetative screening in the rear.
- I. It is intended and agreed that all contemplated expenses relating to the extension of utility services along Durst Road, the reconstruction of Durst Road and all other expenses discussed in this Section 2 of this Agreement shall be borne by the Village or by the developer of the Neuchatel Plat.
- J. It is understood and agreed that existing Town residents identified in Exhibit A connecting to the capped utility laterals shall not be required to pay any recapture cost for such utility extensions and laterals.

3. **Town Option to Create Sanitary District.** The extension of sewer and water utilities make it possible for the Town to economically connect certain properties located in the Town to the municipal water and sewer system. The Town may decide that it is in the best interest of the area's water quality to create a sanitary district adjacent to the Village. The Village and Town agree to enter into meaningful discussions in the creation of sanitary districts, with boundaries to be negotiated as part of a broader boundary agreement to be

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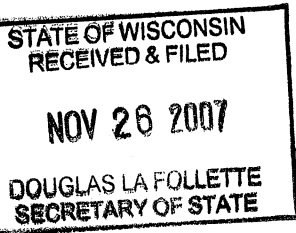
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reached through separate negotiations. This does not obligate the Village to agree to extend water and sewer service outside of the Village's limits, but only to discuss the possibility of such service extensions as part of a future boundary and joint services agreement.

4. **Road Issues.**

- A. The Village agrees to assume full maintenance responsibility for Durst Road to the westerly road intersection from Neuchatel Plat to Durst Road. Responsibility includes snow removal, patching, repairing and reconstruction. The Village shall assume responsibility for maintenance of this section of Durst Road after installation of the asphalt binder course for said section of Durst Road. In exchange for the Village undertaking this maintenance responsibility, the Town shall annually pay to the Village a sum of money equal to its general transportation aids received from the State pursuant to Wis. Stats. § 86.30 attributable to that portion of Durst Road.
- B. If properties currently in the Town abutting on Durst Road are annexed to the Village in the future, the entire Durst Road right of way in front of the annexing property shall be annexed as well. In that case, the Town shall waive any right to challenge the annexation as being non-unanimous as to the other half of the road right of way being included in the annexation. In addition, the Town shall support the annexation of the entire road right of way to the person owning the other half of the Durst Road right of way. In such event, the Town shall continue to be responsible for access permits, driveway permits and all other issues relating to the other property owner's right to obtain access to Durst Road.
- C. Neuchatel roads may not be located on land for which the developer has no easement or ownership.

5. **Fencing.** Partition fences shall be built between the Neuchatel Plat and adjacent lands at the expense of the developer where the adjacent Town land is in agricultural uses. Fences shall meet the requirements of the Village Subdivision Ordinance and Wis. Stats. Chap. 90 (if applicable) and shall be new. The Village shall require the developer of the Neuchatel Plat to record a restrictive covenant obligating the developer and its successors to pay for all future maintenance of such fences.



6. **Joint Planning.** The Town and the Village have completed a study of the long-term land uses in the Town and in the vicinity of the Village through the completion of the Extraterritorial Zoning Ordinance. The Town and the Village shall continue to work closely together concerning any additional development decisions beyond those otherwise governed by the Extraterritorial Zoning Ordinance.
7. **Further Annexations.** The Village shall consider its Extraterritorial Zoning Ordinance, Comprehensive Plan and subsequently adopted Boundary Agreements, if any, as guidelines in any further annexations of lands from the Town.
8. **Annexation of Durst Road.**

(A) In the alternative to the maintenance of Durst Road provision specified in Section 4.A. of this Agreement, the Village may work with the Town to seek annexation of the Durst Road right of way by the property owners whose lands front on Durst Road between the portion of the Neuchatel Plat abutting upon Durst Road and the former westerly border of the Village abutting upon Durst Road. In the event the said section of Durst Road is annexed to the Village, the Village agrees to assume full maintenance responsibility for Durst Road to the westerly road intersection from Neuchatel Plat to Durst Road. Responsibility includes snow removal, patching, repairing and reconstruction. In addition, upon receiving a petition to annex said portion of Durst Road, the Village shall seek to detach the portions of the two parcels abutting upon Kristy Lane to the Town that petitioned to annex as part of the Neuchatel annexation.

(B) In the event this exchange of connections is sought by the Town, the parties shall cooperate to accomplish the simultaneous detachment and annexation of the lands described herein.

9. The parties have negotiated the above-referenced agreement in contemplation of their relative authority and the merits and circumstances thereof, and intend that the same be binding upon them pursuant to Wis. Stats. § 66.0301. Each affixes their signature hereto by authority of their respective governing bodies on the date set forth below. Neither party shall be deemed the drafter of this Agreement in the event that it becomes necessary to obtain judicial construction of its terms. The parties request that any court or other party interpreting it would interpret it reasonably and liberally to effectuate its stated

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purposes of resolving any possible disputes concerning the Neuchatel annexation and committing the parties to work cooperatively for the joint planning of the area of interest to both communities.

10. The Village enters into this Agreement by authority of action taken by its Board of Trustees at a meeting held on October ~~6~~ 2007.
11. The Town enters into this Agreement by authority of action taken by its Board of Supervisors at a meeting held on October ~~6~~ 2007.

IN WITNESS WHEREOF, this Agreement has been executed on the dates below given.

VILLAGE OF NEW GLARUS, WISCONSIN,
a Wisconsin municipal corporation

By: Erwin L. Zweifel
Erwin L. Zweifel
Village President

Date: October 18 2007

By: Lynne Erb
Lynne Erb, Village Clerk/Treasurer

Date: 10-18-07

TOWN OF NEW GLARUS, WISCONSIN,
a Wisconsin quasi-municipal corporation

By: Keith Seward
Keith Seward, Town Chairperson

Date: Oct. 18, 2007

By: Patricia L. Salter
Pattie Salter, Town Clerk

Date: 10-18-2007

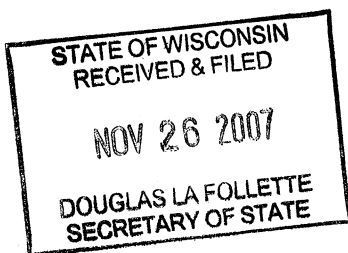


EXHIBIT A

Extension of Water and Sanitary Sewer Laterals

During installation of water, sewer and other utilities in the right of way of Durst Road, capped laterals shall be installed to the properties listed below, and the Developer shall not charge a re-capture fee at the time the listed property owner connects to the lateral.

A. North Side of Durst Road

1. West end of project near MH-1 to serve Shannon Disch home.
2. L. Disch home #1
3. L. Disch home #2

B. South Side of Durst Road

1. Ziltner property
2. West Condo
3. East Condo
4. West Ruef property
5. East Ruef property
6. Nodorft property

