

INTER-MUNICIPAL AGREEMENT

DOUGLAS LA FOLLETTE
SECRETARY OF STATE

OCT - 2 2009

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I. PREAMBLE

The Town of Harrison located in Calumet County, Wisconsin, (hereinafter "Town") and the City of Appleton (hereinafter "City") in reliance upon §66.30 and §66.027 of the Wisconsin Statutes hereby enter into an Inter-municipal Agreement in order to:

- A. Establish fixed boundaries;
- B. Facilitate orderly development in the Town and the City;
- C. Eliminate current litigation and avoid future litigation;
- D. Provide for cost effective governmental services to the citizens of the Town and the City; and
- E. Promote harmony between the two municipalities.

II. BOUNDARIES

The City agrees to not annex any territory East of Coop Road and South of Manitowoc Road for a period of fifty (50) years.

Except as described in Paragraph III of this Agreement, the Town agrees to not contest any annexation of property within the

OCT - 2 2009

territory West of Coop Road and North of Manitowoc Road. STATE OF WISCONSIN
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However, this Agreement does not prevent any resident/elector and/or property owner located within said territory from availing himself/herself of any legal challenges, including a referendum, to any future annexation ordinance within this territory as would be allowed under Wisconsin law. However, the Town hereby agrees to not finance any such challenge should one be brought or be a party to such challenge.

Attached hereto and marked as Exhibit "A" is a map and legal description which further defines the Town and City Growth Area.

III. ANNEXATION OF PROPERTY WEST OF COOP ROAD AND NORTH OF MANITOWOC ROAD

The City agrees to not force any non-consenting property owner, elector or resident located West of Coop Road and North of Manitowoc Road for a period of Twelve and one-half (12 ½) years. This does not prevent any property owner, elector or resident in the City Growth Area from annexing to the City if he/she so desires. After the Twelve and one-half (12 ½) year time frame, the Town shall not challenge nor financially support or assist in challenging any annexation West of Coop Road and North of Manitowoc Road. However, this agreement does not prevent any resident/elector and/or property owner located within said area from availing himself/herself of any legal

OCT - 2 2009

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challenges, including a referendum, to any future annexation ordinance within this territory as would be allowed under Wisconsin law. Any Town property owner or resident who develops his/her property during the Twelve and one-half (12 ½) year time frame shall do so consistent with Appleton's then existing standards for sub-division developments.

IV. NON-CONSENTING PROPERTY OWNERS WITHIN CURRENT ANNEXATION

All the below described non-consenting property owners shall be allowed to have their property detached from the City to the Town for a period of twelve and one-half (12 ½) years. The twelve and one-half (12 ½) year time period shall start from the signing of this agreement by all parties. Attached hereto and marked as Exhibit "B" is a list of the property owners whose land shall be detached from the current annexation. At the end of the Twelve and one-half (12 ½) time period, the property described herein shall be automatically annexed to the City. However, if at any time said non-consenting property owners sell their property, to a party other than an immediate family member, i.e. child, develop or rezone their property in preparation of development, said property owners shall automatically be annexed to the City. Attached hereto and marked as Exhibit "B" is a listing of the non-consenting property owners as of August 14, 1998. Said non-consenting

OCT - 2 2009

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property owners shall be entitled to receive sewer and water service from the Darboy Joint Sanitary District No. 1 without having to immediately annex to the City of Appleton, except if the present use of the property changes as described herein.

The Town and City further agree to continue to negotiate in good faith the potential swapping and purchase of land currently owned by Norb Dietzen and/or his successors and heirs.

V. SERVICE FROM DARBOY JOINT SANITARY DISTRICT NO. 1 TO NON-CONSENTING PROPERTY OWNERS

The City shall agree to allow Darboy Joint Sanitary District No. 1 (hereinafter "Darboy") to serve the non-consenting property owners as identified in Exhibit "B". This shall include any successors in interest of said property except as limited in Paragraph III above. The City shall agree to negotiate in good faith with Darboy in order to provide cost effective and efficient sewer and water service to these residents. Attached hereto and marked as Exhibit "C", and incorporated by reference is an Agreement between Darboy Joint Sanitary District No. 1 and the City. In order to effectuate sewer and water service from Darboy to the non-consenting property owners, the City hereby agrees to detach the necessary property East of "441" from the Appleton Sanitary District to Darboy. Attached hereto and marked as Exhibit "D" is a map depicting said territory. The Heart of the Valley Metropolitan

OCT - 2 2009

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Sewerage District has heretofore consented to the attachment of the property described in Exhibit "D" to the Heart of the Valley Metropolitan Sewerage District (hereinafter "District") conditioned upon the signing of this Inter-municipal Agreement and approval from East Central. The City agrees to cooperate with Darboy and the Town in order to ensure that these two conditions are met by endorsing said attachment and by endorsing East Central changing the sewer service area if necessary.

VI. EISENHOWER EXTENDED

The Town shall continue to have input with respect to the location of Eisenhower extended and shall be involved in any and all future plans with respect to this road right-of-way.

VII. INCORPORATION

The City hereby agrees to not object, challenge or intervene in any incorporation proceedings that the Town may initiate. However, said incorporation shall not include the area designated as the City Growth Area as described in Exhibit "A".

VIII. MISCELLANEOUS

This Agreement shall be binding upon future Town Boards and City Council members and shall remain in effect for a period of fifty (50) years. This Agreement may be amended by written Agreement approved by the governing bodies of both parties.

This Agreement is intended to be solely between the Town and the City and nothing in this Agreement accords any third party any legal or equitable right whatsoever which may be enforced by any non-party to this Agreement EXCEPT the rights and obligations as set forth in the separate agreement between Darboy and the City which is attached hereto and marked as Exhibit "C" and the rights and obligations of non-consenting land owners as described herein. If any portion of this Agreement is deemed to be invalid or unconstitutional, it shall not invalidate the balance of the Agreement that is not affected by said determination. In entering into this Agreement, it is hereby acknowledged that this Agreement imposes on the parties a duty of good faith and fair dealing.

Dated this 20th day of January, 1999.

DOUGLAS LA FOLLETTE
SECRETARY OF STATE

OCT - 2 2009


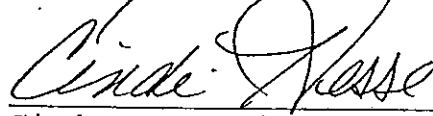
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TOWN OF HARRISON


Allison Blackmer
Allison Blackmer-Chairman

Leann Buboltz
Leann Buboltz-Deputy Town
Clerk/Adm. Coord.


CITY OF APPLETON


Timothy M. Hanna-Mayor
Cindy Hesse-City Clerk

Approved as to Form:


Greg J. Carman
City Attorney

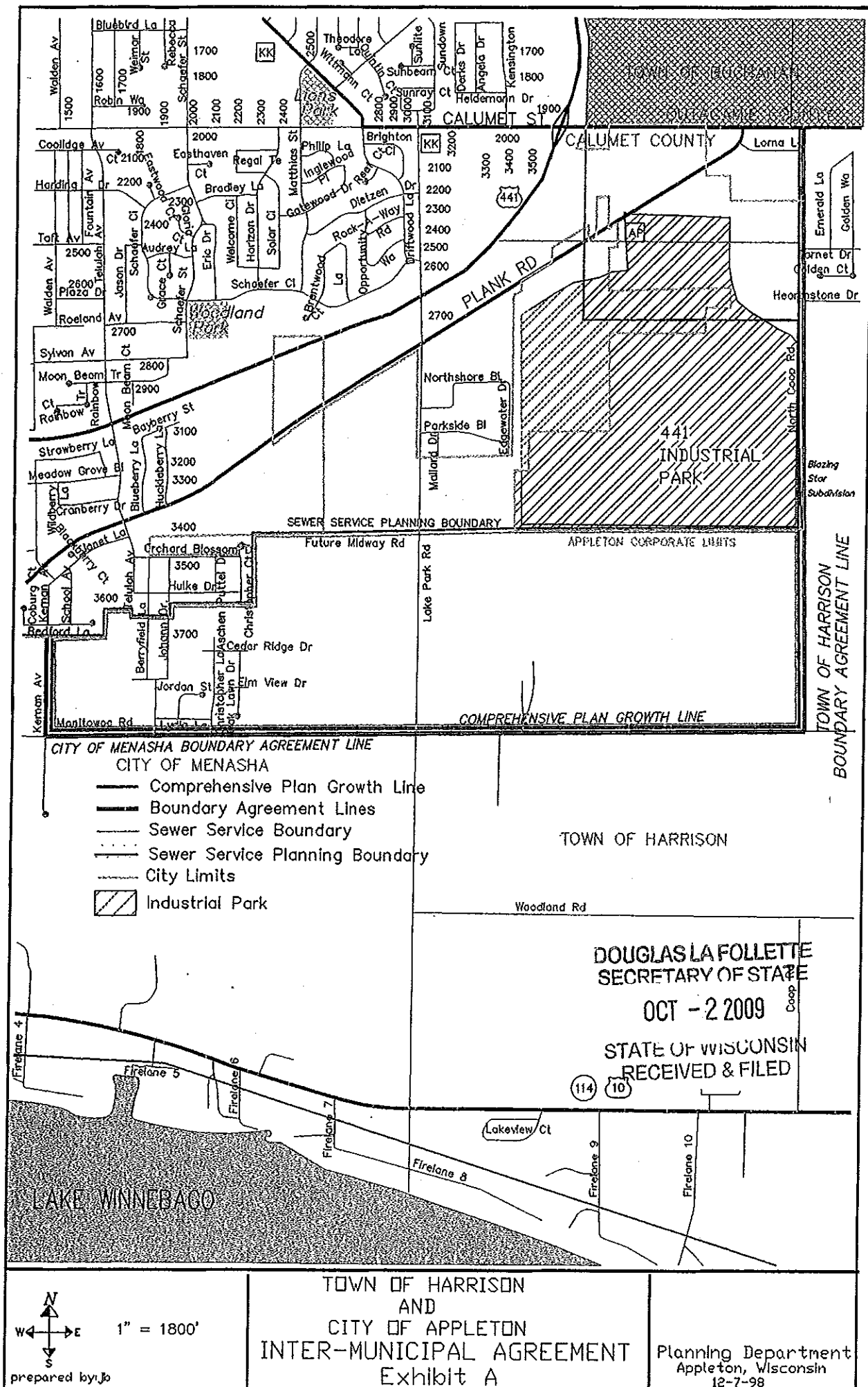
Approved as to Form:

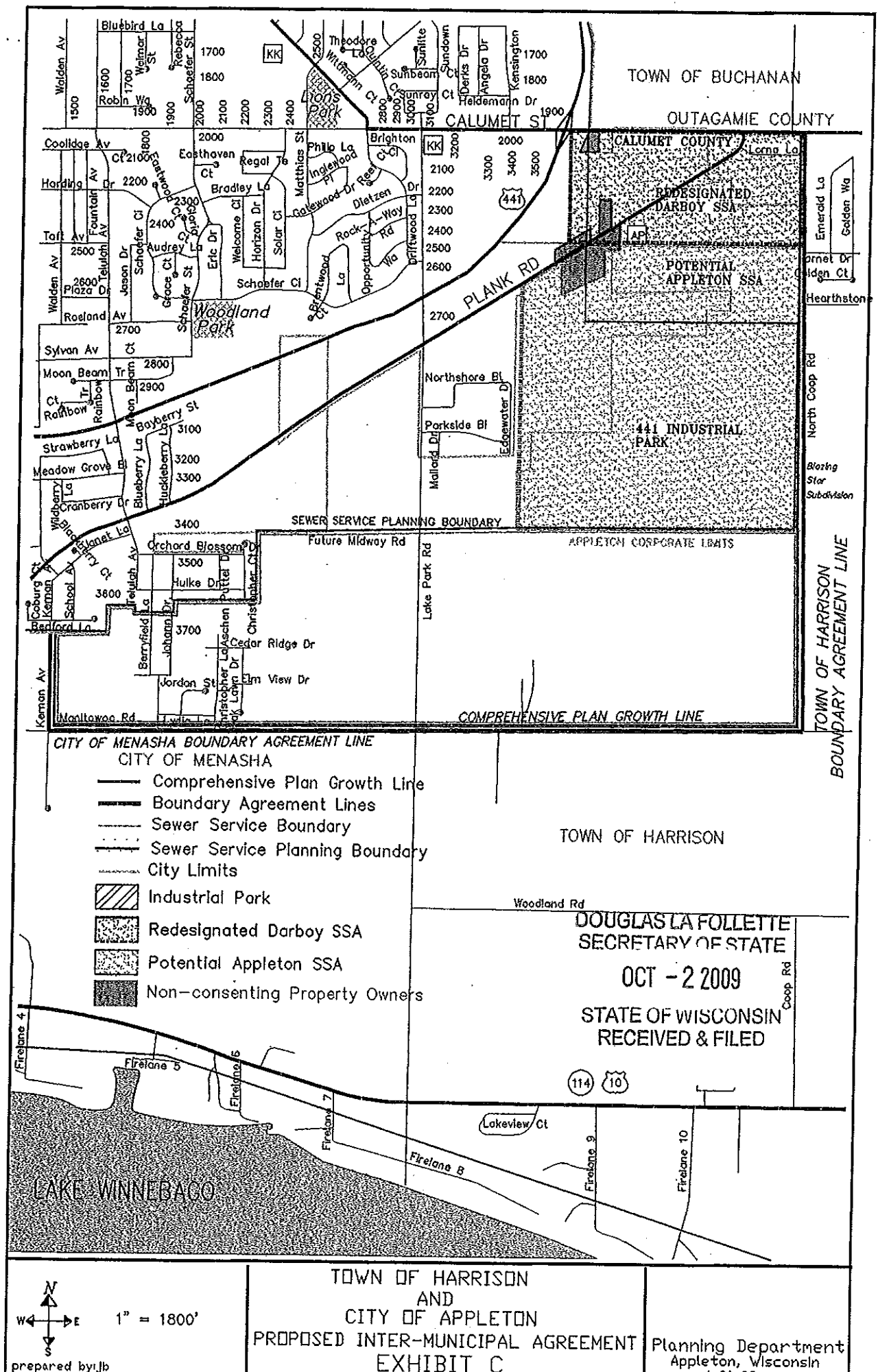

John D. Claypool
Town Attorney

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OCT -2 2009

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S
1" = 1800'
prepared by jlb

**TOWN OF HARRISON
AND
CITY OF APPLETON
PROPOSED INTER-MUNICIPAL AGREEMENT
EXHIBIT C**

Planning Department
Appleton, Wisconsin
1-20-99

