

**INTERGOVERNMENTAL COOPERATIVE SERVICES AND
BOUNDARY AGREEMENT BETWEEN THE VILLAGE OF
GREENVILLE AND THE TOWN OF GREENVILLE**

This Intergovernmental Cooperative Services and Boundary Agreement (Agreement) is made by and between the Village of Greenville (Village) and the Town of Greenville (Town) pursuant to Section 66.0301 Wis. Stats.

WHEREAS, on January 12, 2021, the Secretary of the Wisconsin Department of Administration issued an incorporation certificate recognizing the Village of Greenville as an independent Wisconsin municipality consisting of a portion of lands that were formerly located in the Town of Greenville; and

WHEREAS, prior to the incorporation of the Village, the Town provided municipal services and facilities to the entire Town; planned for future growth and development for the entire Town; and planned for public improvements for the entire Town; and

WHEREAS, following Village incorporation, the Town and Village entered into a temporary Intergovernmental Cooperation Agreement pursuant to Section 66.0301 to facilitate continued and uninterrupted municipal functions for both Town and Village; and

WHEREAS, in order to continue uninterrupted municipal services on a cost-effective basis, the Town and Village wish to enter into a longer term agreement whereby the Town will continue to provide some municipal services for the benefit of the Town and Village and the Village will continue to provide other municipal services for the benefit of the Village and Town in accordance with an appropriate apportionment of costs and other terms in this Agreement.

WHEREAS, the Town and Village also seek to change the future common boundary line between the Town and Village pursuant to Section 66.301(6) Wis. Stats., to avoid future ad hoc fragmented annexations resulting in irregular boundary lines and the gradual diminishment of the Town as a viable self-supporting economic entity and to avoid the fragmentation of existing civic organizations; and

WHEREAS, the Town and Village seek to change the common boundary line so that the Town ultimately transfers jurisdiction to the Village; and

WHEREAS, no jurisdictional change shall occur for at least 30 days after this Agreement is approved by resolution of the Town and Village after notice and hearing by both the Town and the Village; 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 change 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 exercise of other duties and rights as stated in §66.0301.

WHEREAS, a joint public hearing was held on this proposed Agreement on May 24, 2021, and said public hearing was noticed in accordance with Wisconsin Statutes §66.0301(6)(c)

WHEREAS, 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 Village 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, 2021, 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 remain restricted 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, Planner and Engineer. These 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 such 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 such employees and administrative staff according to the terms herein, and such 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, Planner and Engineer 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 arrangements 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 change 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 change between the Town and Village.

e. In accordance with Wisconsin statute §66.1105(4)(gm)(a), 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 Greenville and the Town of Greenville 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.

Financing and Budgeting.

a. The Village of Greenville and the Town of Greenville 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 Greenville and Village of Greenville. The Town/Village Joint Finance Committee will assist the Village Administrator in establishing the budget for both the Town of Greenville and the Village of Greenville. 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: May 24, 20 21

Dated: May 24, 20 21

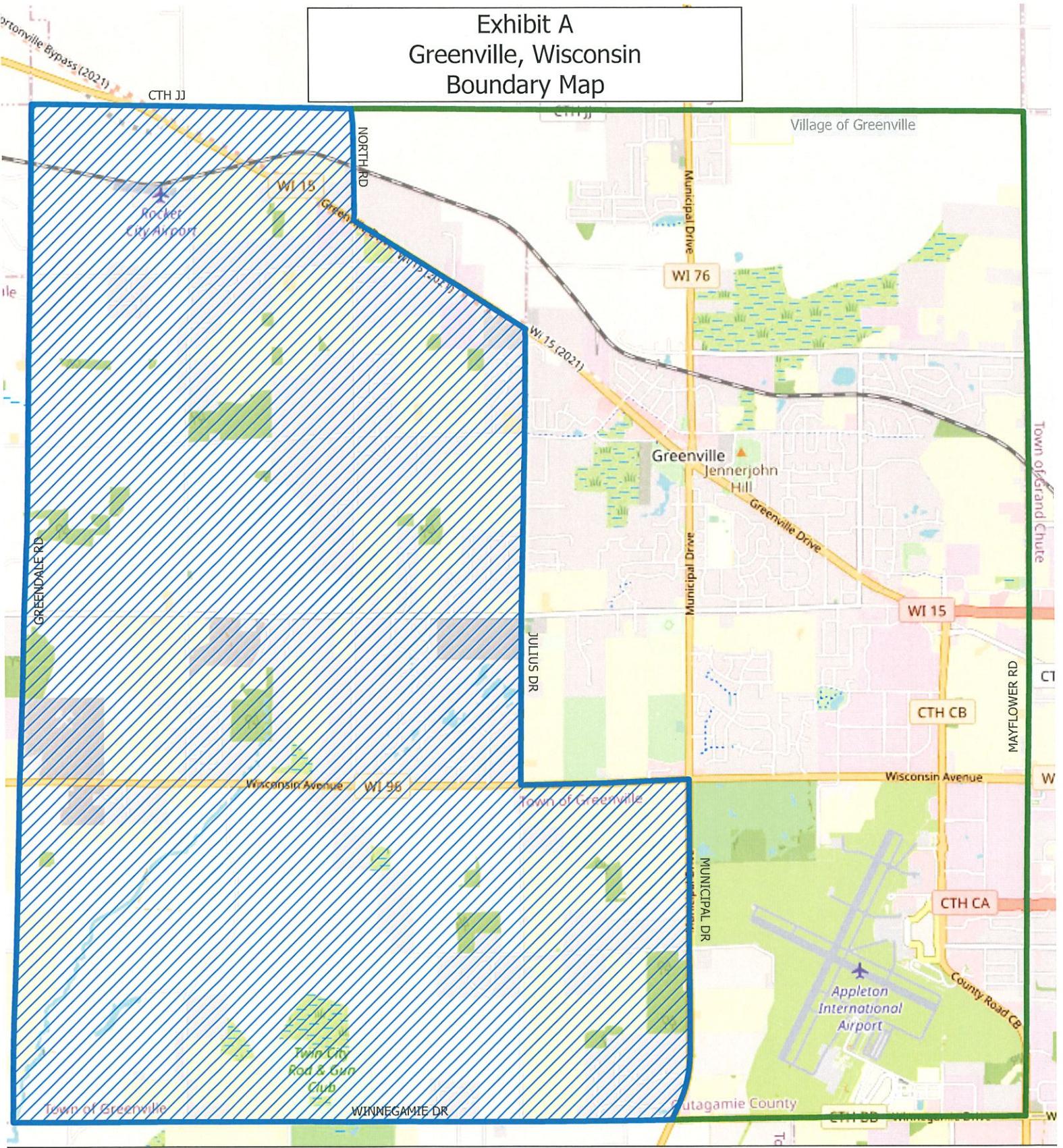
VILLAGE OF GREENVILLE,
a Wisconsin municipal corporation

TOWN OF GREENVILLE,
a Wisconsin municipal corporation

By: s/Jack Anderson
Jack Anderson, Village President

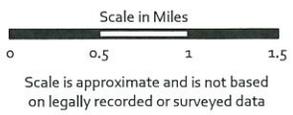
By: s/Dean Culbertson
Dean Culbertson, Town Chairman

Exhibit A Greenville, Wisconsin Boundary Map



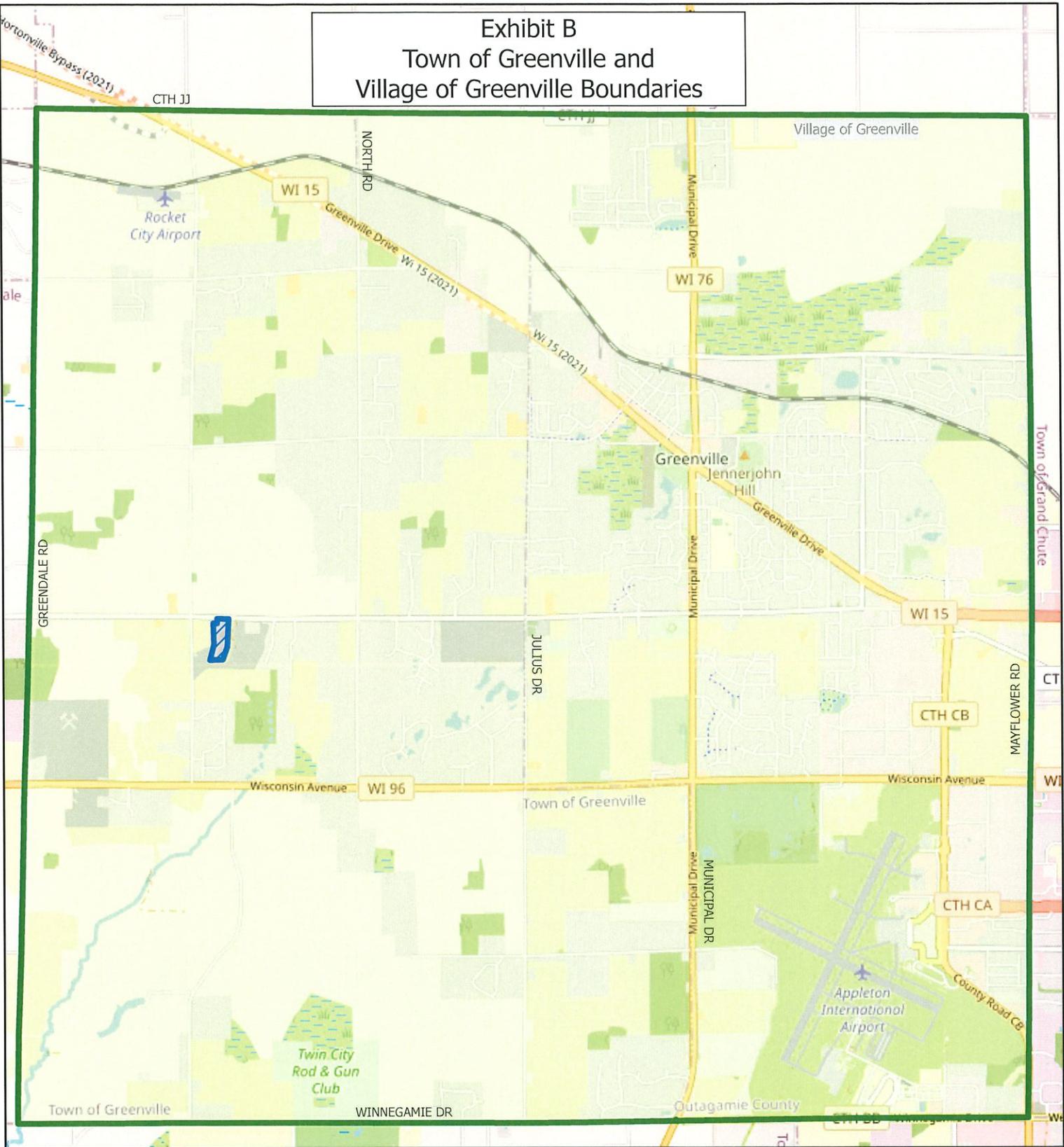
- Town of Greenville
- Village of Greenville

This map provides data containing geographic information about the Village of Greenville. The data was obtained from multiple sources and agencies. The Village of Greenville provides this information with the understanding that it is not guaranteed to be current, correct or complete and assumes no responsibility for the accuracy of this map or its use or misuse. The map is intended for use as a general reference only.



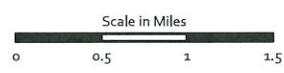
Prepared May 17, 2021 By:
 Greenville GIS Department
 W6895A Parkview Dr.
 P.O. Box 60
 Greenville, WI 54942
 (920)757-7276 Phone
 (920)757-6342 Fax
 Website: www.townofgreenville.com
 Email: gis@greenvillewi.gov

Exhibit B Town of Greenville and Village of Greenville Boundaries



- Town of Greenville
- Village of Greenville

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Scale is approximate and is not based on legally recorded or surveyed data

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EXHIBIT C

LANDS TO BE TRANSFERRED FROM TOWN OF GREENVILLE TO VILLAGE OF GREENVILLE

All of Sections 5, 6, 7, 8, 16, 17, 18, 19, 20, 21, 27, 28, 29, 30, 31, 32, 33 and parts of Sections 4, 9 and 34, all in Town 21 North, Range 16 East, Town of Greenville, Outagamie County, Wisconsin described as follows:

Beginning at the Northwest corner of said Section 6; thence Easterly along the North lines of said Sections 6 and 5, being approximately along the centerline of County Road "JJ" and its extension Westerly, 2.0 miles, more or less, to the Northeast corner of said Section 5; thence Southerly along the East line of said Section 5, being approximately along the centerline of North Road, 3500 feet (0.7 mile), more or less, to the centerline of State Road "15"; thence Southeasterly along the centerline of State Road "15", 6370 feet (1.2 miles), more or less, to the intersection of said centerline and the East line of said Section 9; thence Southerly along the East lines of said Sections 9, 16 and 21, being the approximate centerline of Julius Road, 14210 feet (2.7 miles), more or less, to the Northwest corner of said Section 27; thence Easterly along the North line of said Section 27, being the approximate centerline of State Road "96", 1.0 mile to the Northeast corner of said Section 27; thence Southerly along the East lines of said Sections 27 and 34, being the approximate centerline of State Road "76", 8800 feet (1.7 miles), more or less, to a curve in the centerline of State Road "76"; thence Southwesterly along the centerline of State Road "76", 1940 feet (0.4 mile), more or less, to the South line of said Section 34; thence Westerly along the South lines of said Sections 34, 33, 32 and 31, being the approximate centerline of Winnegamie Drive and its extension Westerly, 3.9 miles to the Southwest corner of said Section 31; thence Northerly along the West lines of said Sections 31, 30, 19, 18, 7 and 6, being the approximate centerline of Greendale Road and its extensions Northerly and Southerly, 6.0 miles, more or less to the point of beginning.

EXCEPTING the following:

Lot 1 of Outagamie County Certified Survey Map Number 8008, recorded as Document Number 2214250 in the Outagamie County Register of Deeds Office, said Lot 1 located in the Northwest 1/4 of the Northwest 1/4 of Section 20, T. 21 N.-R. 16 E., Town of Greenville, Outagamie County, Wisconsin. Tax Parcel Id #110076000.

Resolution No. 19-21T

**TOWN OF GREENVILLE APPROVAL OF THE INTERGOVERNMENTAL
COOPERATION AGREEMENT BETWEEN VILLAGE OF GREENVILLE AND TOWN
OF GREENVILLE**

WHEREAS, on January 12, 2021, the Secretary of the Wisconsin Department of Administration issued a certificate of incorporation, recognizing the Village of Greenville as an incorporated Wisconsin municipality consisting of lands that were formerly located in the Town of Greenville; 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, 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; and

WHEREAS, the Village of Greenville and the Town of Greenville desire to enter into such an agreement under Wisconsin Statute §66.0301; and

WHEREAS, a joint public hearing was held by the Village of Greenville and the Town of Greenville on this proposed Agreement on Monday, May 24th, 2021 and said public hearing was noticed in accordance with Wisconsin Statutes §66.0301(6)(c).

NOW, THEREFORE BE IT RESOLVED, that the Town of Greenville Town Board hereby approves the Intergovernmental Cooperation Agreement between the Village of Greenville and the Town of Greenville, as attached.

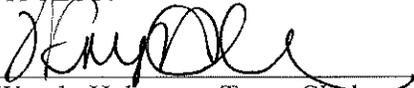
NOW, THEREFORE BE IT FURTHER RESOLVED, the Town Chairman and Town Clerk are directed to sign and execute the associated paperwork.

Adopted this 24th day of May, 2021.

**TOWN BOARD OF THE
TOWN OF GREENVILLE, WISCONSIN**

By: 
Dean Culbertson, Town Chair

ATTEST:


Wendy Helgeson, Town Clerk

Motion to Approve Resolution No. #19-21T made by: *Rosera/Rose*

Votes:

Title	Name	Aye	Nay	Other
Chairperson	Culbertson	✓		
Commissioner	Evers	✓		
Commissioner	Rosera	✓		
Commissioner	Rose	✓		
Commissioner	Goffard	✓		

Posted:

Resolution No. 51-21

VILLAGE OF GREENVILLE APPROVAL OF THE INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN VILLAGE OF GREENVILLE AND TOWN OF GREENVILLE

WHEREAS, on January 12, 2021, the Secretary of the Wisconsin Department of Administration issued a certificate of incorporation, recognizing the Village as an incorporated Wisconsin municipality consisting of lands that were formerly located in the Town of Greenville; 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, 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; and

WHEREAS, the Village of Greenville and the Town of Greenville desire to enter into such an agreement under Wisconsin Statute §66.0301; and

WHEREAS, a joint public hearing was held by the Village of Greenville and the Town of Greenville on this proposed Agreement on Monday, May 24th, 2021 and said public hearing was noticed in accordance with Wisconsin Statutes §66.0301(6)(c).

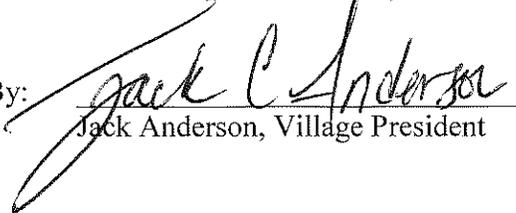
NOW, THEREFORE BE IT RESOLVED, that the Village of Greenville Board of Trustees hereby approves the Intergovernmental Cooperation Agreement between the Village of Greenville and the Town of Greenville, as attached.

NOW, THEREFORE BE IT FURTHER RESOLVED, the Village President and Village Clerk are directed to sign and execute the associated paperwork.

Adopted this 24th day of May, 2021.

**VILLAGE BOARD OF THE
VILLAGE OF GREENVILLE, WISCONSIN**

By:


Jack Anderson, Village President

ATTEST:


Wendy Helgeson, Village Clerk

Motion to Approve Resolution No. #51-21 made by: *Stroke C / Shattuck*

Votes:

Title	Name	Aye	Nay	Other
Trustee 1	Shattuck	✓		
Trustee 2	Peters	✓		
Trustee 3	Ryan	✓		
Trustee 4	Strobel	✓		
President	Anderson	✓		

Posted: