

**INTERGOVERNMENTAL AGREEMENT
RELATING TO THE ATTACHMENT OF CITY-OWNED PROPERTIES**

This Intergovernmental Agreement ("IGA") is made and entered into this 12th day of May, 2021, by and between the City of Fort Atkinson (hereinafter "City") and the Town of Koshkonong (hereinafter "Town") relating to the attachment of certain City-owned parcels to the City.

WHEREAS, the City and the Town desire to work together for the betterment of their communities by entering into this IGA related to lands adjacent to Banker Rd; and

WHEREAS, the City and the Town share many borders and desire to establish and maintain a positive and productive relationship as our lands and futures are intertwined; and

WHEREAS, the City and Town recognize the importance of open communication and cooperation relating to land use planning, subdivisions, and orderly development for the region; and

WHEREAS, the City recognizes the Town's value to the City's residents in terms of agriculture and farming; recreational opportunities such as Lake Koshkonong, rural roads, and parks and open spaces; and the tranquility of nature; and

WHEREAS, the Town recognizes the City's value to the Town's residents in terms of employment, arts and entertainment, commercial shopping and dining, recreation and parks, and health care; and

WHEREAS, the City desires to attach lands owned by the City to the City for the purposes of residential development; and

WHEREAS, the Town desires to retain its rural character and continue to serve its residents.

NOW THEREFORE, in consideration of the covenants and conditions contained herein, the Town and the City hereby agree as follows:

- 1. ATTACHMENT TO CITY.** The City will attach the City-owned parcels and all of the Banker Road right-of-way depicted in the attached Exhibit A and described as follows:
 - a. Tax Parcel 016-0614-3323-000, the parcel located on the east and west sides of Banker Road, containing 20 acres of land in the Town of Koshkonong;
 - b. Tax Parcel 016-0614-3322-000, the parcel located on the east and west sides of Banker Road and south of Hoard Road, containing 35.69 acres of land in the Town of Koshkonong;

- c. Tax Parcel 016-0614-3321-000, the property located on the south side of Hoard Road and east of Banker Road, containing 19.93 acres of land in the Town of Koshkonong; and
 - d. The entire Banker Road right-of-way located in the Town of Koshkonong.
- 2. **NO OBJECTION BY TOWN.** The Town agrees that it will not object to the attachment of City-owned lands and certain rights-of-way as included in Exhibit A and described herein during the attachment process, during any future subdivision process, or at any point in the future based on the creation of Town islands or for any other reason.
- 3. **VOLUNTARY ATTACHMENT.** The Town further agrees that it will not object to any request for annexation or attachment to the City by the property owners of the Town islands created through the attachment of City-owned lands and rights-of-way, including the following parcels:
 - a. 016-0614-3332-054; 1.45 acres of land; N2696 Banker Road
 - b. 016-0614-3332-055; 0.66 acres of land; no site address
 - c. 016-0614-3323-015; 0.69 acres of land; no site address (Mehring)
 - d. 016-0614-3323-014; 3.8 acres of land, no site address (Mehring)
 - e. 016-0614-3323-004; 0.76 acres of land; N2719 Banker Road
 - f. 016-0614-3323-001; 0.76 acres of land; N2711 Banker Road
 - g. 016-0614-3323-002; 7.73 acres of land; N2738 Banker Road
- 4. **PAYMENT.** The City agrees to pay the Town a lump sum of \$868.50 to represent the lost Town taxes for the next five years for the City owned parcels to be attached, as required in Section 66.0217(14) of the Wisconsin Statutes.
- 5. **SERVICES.**
 - a. The City agrees to plow and salt the south side of Hoard Road from North Main Street to Banker Road, at an estimated value of \$2,000 each year (\$4,000 total). Nothing in this IGA will require the City to plow roads or portions of roads located in the Town of Jefferson.
 - b. The City agrees to provide Wisconsin Information System for Local Roads (WISLR) pavement ratings for all Town roads in 2021 and submit these to WisDOT. Estimated value \$3,500.
 - c. The City agrees to provide long-line painting on Rock River Road from the City Limits to STH 106 (yellow centerline skip and white edge on each side); Hackbarth Road for the entire length (double yellow centerline and white edge); and Old 26 from the STH 26 overpass bridge to Koshkonong Lake Road (white edge only) in 2021, at an estimated value of \$8,500.
 - d. The City agrees to assist, at the Town's request, in the planning and design of a four way stop at the intersection of Hackbarth Road and Endl Boulevard. This would include sign fabrication and associated painting of stop bars, at an estimated value of \$3,500. It would not include intersection improvements if needed.

- e. The City agrees to provide one red solid crosswalk, similar to the crosswalks in the City's downtown area, on Hackbarth Road, at the intersection of Endl Boulevard and Hackbarth Road by the end of 2022, at an estimated value of \$3,500. Note there is no sidewalk continuance on the north side of the intersection within the Town right-of-way.
- f. The City agrees to assist the Town in the development of a Comprehensive Road Plan for all Town roads. In 2021, the City will provide expertise and counsel from our engineering department in the solicitation of bids for such a study, the scoping components of the study, and the evaluation of its results for the Town administration, at an estimate value of \$3,000. The Town will be responsible for the cost of the study.
- g. The total value of the services to be provided in this Agreement is \$26,000 and is summarized in Table 1 below.

TABLE 1: TOTAL ESTIMATED VALUE OF CITY SERVICES

Entity Providing Service	Description of Service	Year of Service	Estimated Value of Service	Value of Service over IGA
City	Plow & Salt Hoard Rd	2021-2022	\$ 2,000.00	\$ 4,000.00
City	WISLR Pavement Ratings	2021	\$ 3,500.00	\$ 3,500.00
City	Long-line Painting: Rock River Rd, Hackbarth Rd, Old 26	2021	\$ 8,500.00	\$ 8,500.00
City	Planning/Design of 4-way Stop at Town's request	TBD	\$ 3,500.00	\$ 3,500.00
City	Red Crosswalk	2022	\$ 3,500.00	\$ 3,500.00
City	Engineering consulting services for Road Plan	2021	\$ 3,000.00	\$ 3,000.00
			TOTAL	\$ 26,000.00

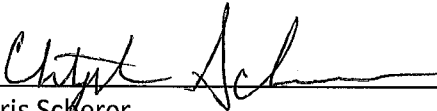
6. **BOUNDARY AGREEMENT.** The City and the Town agree to begin negotiating a long-term Boundary Agreement under Section Wis. Stats. §66.0301 within 12 months of the date of this IGA. The Boundary Agreement will address additional shared borders, future land use and land subdivisions near the borders, possible shared services (joint applications for discretionary road funding and assistance with American Rescue Plan funds), long-range development planning, and other items deemed relevant to and in the best interest of the City and the Town.
7. **TERM OF AGREEMENT.** This IGA will be in effect between the City and the Town for two (2) years from the date of signing.
8. **BINDING ARBITRATION:** This provision shall not be construed to provide "standing" to the Town to contest attachments. To enforce this IGA, the City and Town agree that any controversy or claim arising out of or relating to this IGA, or the breach thereof, or

regarding the failure or refusal to perform the whole, or any part, of this IGA shall be settled by binding arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered may be entered into Jefferson County Circuit Court. Any decision made by an arbiter, under this provision shall be enforceable as a final and binding decision as if it were a final decision or decree of a court or competent jurisdiction.


9. **NOTICE:** The City and Town shall give the other prompt notice of all action taken by a property owner or by a party relating to attachment of property pursuant to this IGA.
10. **GOOD FAITH:** The City and Town agree to act in good faith toward the other pursuant to this IGA.
11. **WRITTEN AMENDMENTS:** This IGA contains the entire understanding and agreement of the City and Town and there have been no promises, representations, agreements, warranties or undertakings by either the City or the Town to the other, either oral or written, of any character or nature, except as set forth in this document. This IGA may be altered, amended, revoked, or modified only by a document that is signed and acknowledged by the City and the Town, and by no other means. The City and the Town waive the future right to claim, contend or assert that this IGA was modified, canceled, superseded or changed by an oral agreement, course of conduct or estoppel.
12. **SEVERABILITY:** If any term, provision, covenant or condition of this IGA is held by an arbitrator to be invalid, void or unenforceable, the remainder of this IGA shall remain in full force and effect.

DATED: 5-21-2021

CITY OF FORT ATKINSON


Chris Scherer,
City Council President

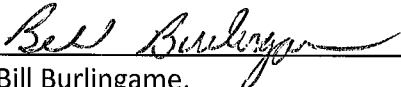
ATTEST:


Michelle Ebbert,
City Clerk/Treasurer/Finance Director

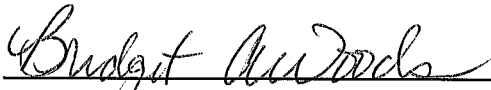
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drw@rogerswestricklawoffice.com

DATED: 5-12-2021

TOWN OF KOSHKONONG


Bill Burlingame,
Town Chairperson

ATTEST:


Bridget Woods,
Town Clerk

Yellow lines denote lands to be attached to City

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#3321-000

#3323-000

22

21

23

23-14

23-4

N2719

23-2

N2738

N2744

N2696

-55

-54

-15

W6492

W6490

W6419

W6305

W6304

W6303

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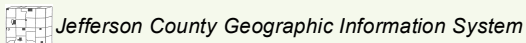
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Blue: Band_3



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