

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement ("Agreement") is made by and between the City of Altoona, a Wisconsin municipal corporation (the "City"), with offices located at 1303 Lynn Avenue, Altoona, Wisconsin, 54720, and the Town of Washington, Eau Claire County, Wisconsin, a body politic (the "Town"), with offices located at 5750 Old Town Hall Road, Eau Claire, WI 54701.

RECITALS

WHEREAS, the City and Town seek to establish and enter into this Agreement under the authority of Wis. Stat. § 66.0301(6) [all references in this agreement to Wisconsin Statutes, called "Stats." refer to the 2015-2016 Wisconsin Statutes] for the purposes of modifying boundaries, facilitating orderly development and revenue sharing within the territory affected by this Agreement, now located in the Town; and

WHEREAS, the parties hereto have prepared this Agreement with the purpose to guide the well planned and harmonious development of the territory covered by the Agreement and to facilitate a voluntary transition of such areas into the City at a time and under circumstances that are beneficial to City, Town and to the affected landowners in a manner that promotes the collective public health, safety, morals, order, convenience, prosperity and general welfare of Town and City taxpayers and residents, with due regard for efficiency and economy in the development process, and all in accord with existing and future development plans of both Town and City; and

WHEREAS, this Agreement constitutes an Intergovernmental Agreement between the parties hereto, setting forth their specific agreements concerning the affected territory, acting cooperatively and in good faith; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, the parties agree as follows:

1. INTERGOVERNMENTAL AGREEMENT

A. Adoption of Agreement. This Agreement shall become effective and binding on both parties upon the effective date of this Agreement as provided in Section 1.B.

B. Effective Date. Except as otherwise provided for herein, this Agreement shall become effective thirty-one (31) days after publication by both City and Town of this Agreement as a class 1 notice as required by Wis. Stat. § 66.0301(6)(c)1. Neither party shall publish this Agreement unless and until both parties have done all of the following in compliance with Wis. Stat. § 66.0301(6)(c):

1. Published a Class 1 notice of a public hearing on this Agreement under Wis. Stat. ch. 985.

2. Provided at least twenty (20) days written notice by certified mail to each owner of property that may be affected by the boundary change provisions contained in this Agreement, and the owners of all immediately adjacent properties.

3. Held a public hearing on this Agreement in accordance with the published notice.

4. Approved this Agreement by resolution adopted by its governing body following the public hearing, all as provided in Wis. Stat. § 66.0301(6)(c)1.

Notwithstanding the foregoing, if, within 30 days of the publication of this Agreement, a petition for referendum is filed in accordance with Wis. Stat. § 66.0301(6)(c)2., this Agreement shall not be effective until the results of the election in favor of the Agreement are certified. In the event of a referendum whose results do not approve this Agreement, this Agreement shall be void.

C. **Term of Agreement.** This Agreement shall expire ten (10) years after the effective date, except that the expiration of this Agreement shall not affect any boundary changes made by this Agreement.

D. **Territory.** The properties subject to this Intergovernmental Agreement are sometimes referred to herein as the “Newly Incorporated Properties”, “Newly Incorporated WI DOT Right-of-Way” and “Town Island,” as depicted on the attached Exhibit 1. The property to be detached from the Town and incorporated into the City is depicted in Exhibit 1 and described in Exhibit 2, both of which are attached hereto and made a part hereof by this reference. By way of explanation, Exhibit 2 describes the new boundary line between the City and Town. The property that was formerly in the Town and will be incorporated into the City as a result of the municipal boundary change contemplated by this Agreement is sometimes described herein as the “Incorporated Property.” In the event of a conflict between Exhibit 1 and Exhibit 2, Exhibit 2 shall control.

E. **Municipal Boundary Change.**

1. Upon the effective date of this Agreement, the municipal boundary between the City and Town shall be amended to reflect the new municipal boundary depicted in Exhibit 1 and described in Exhibit 2.
2. To effectuate the boundary change, the Incorporated Property shall be detached from the Town and attached to the City by the City’s adoption of an ordinance pursuant to Wis. Stat. § 66.0301(6)(e).
3. This Agreement creates a “Town Island” as illustrated on Exhibit 1, duly recognized by the parties as lawful by Wis. Stats § 66.0221 (2). During the term of this agreement, no property within the island may be annexed to the City, except by the procedure prescribed in Wis. Stats § 66.0217. If any such annexation occurs, any remaining island or islands shall be subject to the provisions of this paragraph.

F. **Tax Revenue Reimbursement.**

1. For the Incorporated Property, the City shall make annual payments to the Town for a period of seven years in the amount equal to the amount of property taxes that the Town levied on the Incorporated Property as shown by the Town’s tax roll for the year 2018. The City shall make these payments to the Town on or before

February 28 of each year commencing in the year 2019 and terminating in the year 2025.

2. If any properties contained within the newly created Town Island, as depicted in Exhibit 1, becomes annexed to the City as described in section E.3. above during the term of this Agreement then the City shall make annual payments to the Town for a period of seven years following incorporation of such property. The City shall make these payments to the Town on or before February 28 of each year for seven consecutive years. The annual payments shall be in the amount equal to the amount of property taxes that the Town levied on such property as shown by the Town's tax roll for the year in which the incorporation becomes final. To the extent allowed by law, the City's obligation to make payments under this section F.2 shall survive the termination of this Agreement.

G. Enforcement.

1. **General.** The parties agree that the provisions of this Agreement, and any remedy for a breach thereof, may be enforced through any appropriate legal action.
2. **Dispute Resolution.** The parties agree to use all good faith efforts to reach a collaborative resolution of any disputes that arise during the term of this Agreement.

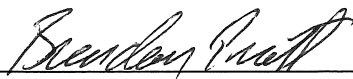
H. Miscellaneous.


1. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the respective municipalities who are parties hereto.
2. **Entire Agreement.** This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and may be amended only by a written agreement executed by both parties.
3. **Governing Law.** This Agreement shall be governed and construed according to the laws of the State of Wisconsin; and, in the event of dispute, venue shall be in Eau Claire County Circuit Court.
4. **Conflicting Ordinances.** In the event of any conflict between the terms of this Agreement and any ordinance, regulation, resolution or order enacted, adopted or issued by either party, the provisions of this Agreement shall control. The party whose ordinance, resolution, regulation or order is in conflict with the terms hereof shall, upon notice thereof, promptly take action to amend such ordinance, regulation, resolution or order as necessary to bring it into conformity with this Agreement and to seek any other governmental approvals necessary to effectuate the amendment.
5. **Headings.** The captions or headings of the various sections of this Agreement are intended for reference purposes only and shall not be deemed to define, limit or describe the scope or intent of this Agreement and are not part of this Agreement.

6. **Neutral Construction.** The parties acknowledge that this Agreement is the product of negotiations between the parties and that, prior to the execution hereof, each party has had full and adequate opportunity to have this Agreement reviewed by, and obtain the advice of, its own legal counsel. Nothing in this Agreement shall be construed more strictly for or against either party because that party's attorney drafted this Agreement or any part hereof.
7. **Assignment.** No party may assign any of its rights under this Agreement to any other person or entity.
8. **No Third-Party Beneficiaries.** This Agreement is intended solely for the benefit of the parties hereto and nothing in this Agreement shall be construed to provide any right or remedy to any person, firm, corporation or other entity not a party to this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers, as of the date opposite their names.

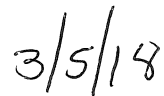
City of Altoona:


Brendan Pratt, Mayor

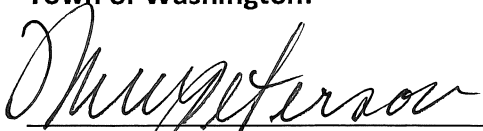

Date

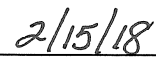
ATTEST:


Cindy Bauer, City Clerk


Date

Town of Washington:


Micheal Peterson, Chairman


Date

ATTEST:


Janelle Henning, Administrator/Clerk/Treasurer





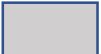
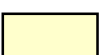
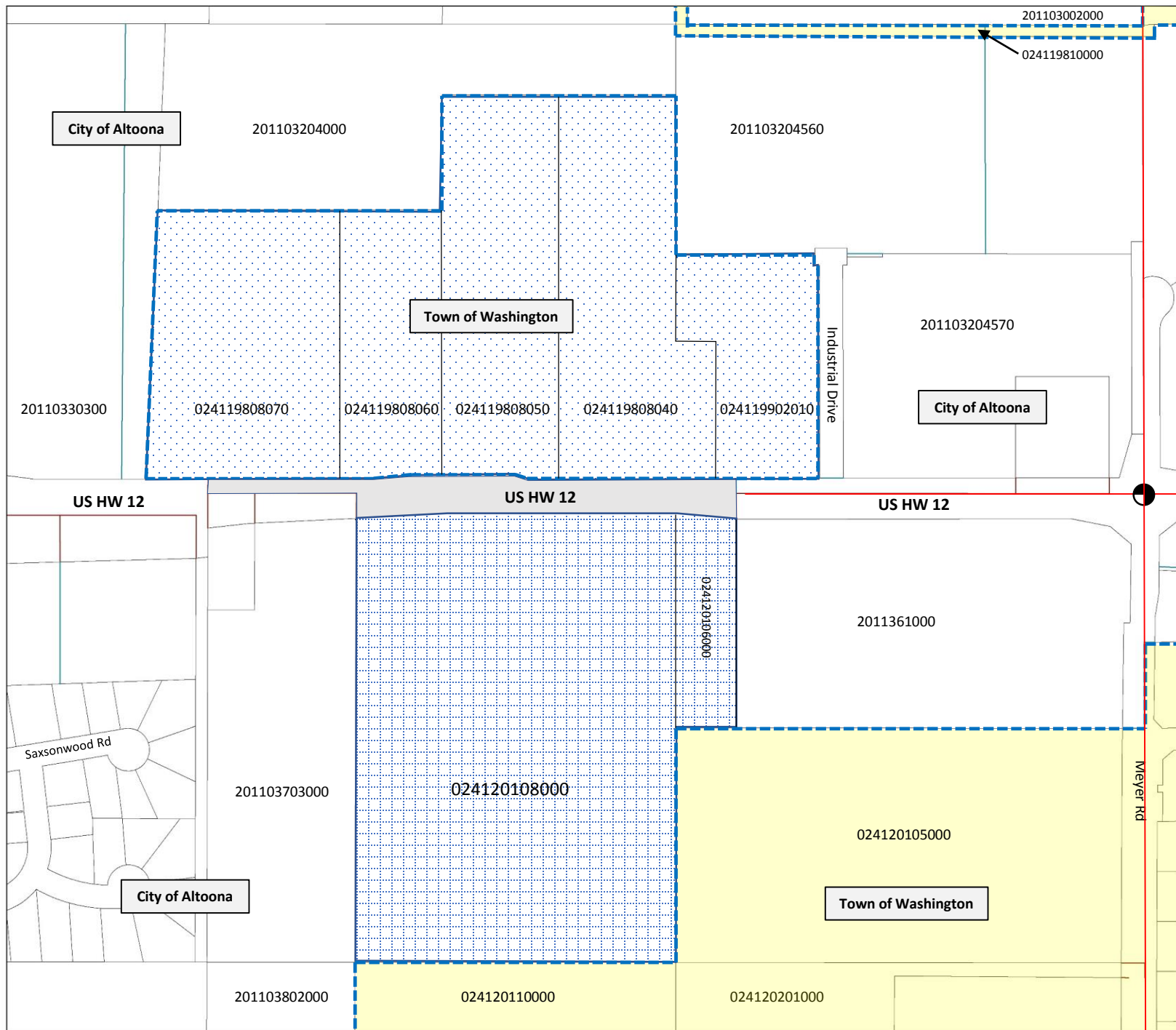

Date

Exhibit 1: City of Altoona & Town of Washington Boundary Modification Map

Legend

- Amended Municipal Boundary 
- Town Island 
- Newly Incorporated Properties 
- Newly Incorporated WI DOT Right-of-Way 
- Contiguous Town of Washington 



Disclaimer: The property lines, right-of-way lines, and other property information on this drawing were developed or obtained as part of the Eau Claire County Geographic Information System and is intended for use as a general reference and not as suitable for site-specific uses.



0 125 250 500 750 1,000 Feet



January 4, 2018
Joshua Clements, City of Altoona

EXHIBIT 2
DESCRIPTION OF BOUNDARY LINE ADJUSTMENT
TOWN OF WASHINGTON, EAU CLAIRE COUNTY AND
CITY OF ALTOONA, EAU CLAIRE COUNTY
PURSUANT TO INTERGOVERNMENTAL AGREEMENT

That portion of the Southeast $\frac{1}{4}$, Section 25, Town 27 North, Range 9 West, Eau Claire County, Wisconsin lying North of the following described line:

Commencing at the East $\frac{1}{4}$ Corner of said Section 25; thence South along the East line of said Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ to the Southeast Corner of the North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; thence west 1,150 feet more or less along the South line of said North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ to the Point of Beginning; thence continuing along said South line of the North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ to the Southwest Corner of said North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; thence South along the East line of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ to the Southeast Corner of said Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; thence West along the South line of said Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ to a point being 420 (418.17) feet more or less East of the Southwest Corner of said Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and the Point of Terminus.

Also including:

That portion of the North $\frac{1}{2}$ of Section 25, Town 27 North, Range 9 West, Eau Claire County, Wisconsin lying south of Lots 1, 2, 3 and 4 of Certified Survey Map number 2747, as recorded in Volume 15 of Certified Survey Maps on pages 213-214 and that portion of said North $\frac{1}{2}$ lying south of Lot 2 of Certified Survey Map number 1601 as recorded in Volume 8 of Certified Survey Maps on pages 308-311.

The above described parcels to include all portions of U.S. Highway 12 as located in the East $\frac{1}{2}$ of Section 25, Town 27 North, Range 9 West.

RESOLUTION 2018-02-15

**RESOLUTION TO ADOPT AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF ALTOONA AND THE TOWN OF WASHINGTON.**

The Town of Washington, Eau Claire County Wisconsin, having met in duly noticed open session this 15th day of February, 2018, resolves as follows:

WHEREAS, Section 66.0301 of the Wisconsin Statutes enables the City and Town to enter into an Intergovernmental Agreement to determine all or a portion of the common boundary line; and

WHEREAS, to promote the orderly development of territory and efficient delivery of public services the City and Town have entered into this agreement to transfer territory from the Town to the City; and

WHEREAS, the Town Board of the Town of Washington meet in duly noticed open session to conduct a public hearing required by Wis. Stat. § 66.0301(6)(c)1. at 5:00 p.m. on February 15, 2018; and

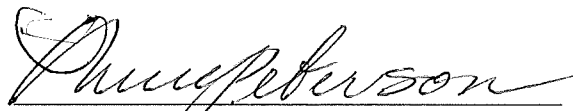
WHEREAS, the Town Clerk is instructed to publish a copy of the Intergovernmental Agreement pursuant to Wis. Stat. § 66.0301(c)2.; and

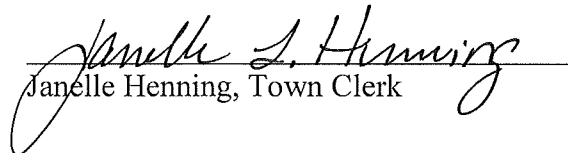
WHEREAS, a copy of the Intergovernmental Agreement is attached and incorporated herein; and

NOW, THEREFORE, BE IT RESOLVED by the Town Board for the Town of Washington that the Intergovernmental Agreement between the City of Altoona and the Town of Washington be approved and adopted as presented.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Town Chair and Town Clerk are hereby authorized to sign the Intergovernmental Agreement on behalf of the Town of Washington.

Dated this 15th day of February, 2018


Micheal Peterson, Town Chair


Janelle Henning, Town Clerk

Adopted: 2/15/18

Approved: 2/15/18

Published: 3/9/18

RESOLUTION 2B-18

**RESOLUTION TO ADOPT AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF ALTOONA AND THE TOWN OF WASHINGTON.**

The City of Altoona, Eau Claire County Wisconsin, having met in duly noticed open session this 22nd day of February, 2018, do resolve as follows:

WHEREAS, Section 66.0301 of the Wisconsin Statutes enables the City and Town to enter into an Intergovernmental Agreement to determine all or a portion of the common boundary line; and

WHEREAS, to promote the orderly development of territory and efficient delivery of public services the City and Town have entered into this agreement to transfer territory from the Town to the City; and

WHEREAS, the City Council of Altoona meet in duly noticed open session to conduct a public hearing required by Wis. Stat. § 66.0301(6)(c)1. at 6:00 p.m. on February 8, 2018; and

WHEREAS, the City Clerk is instructed to publish a copy of the Intergovernmental Agreement pursuant to Wis. Stat. § 66.0301(c)2.; and

WHEREAS, a copy of the Intergovernmental Agreement is attached and incorporated herein; and

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Altoona that the Intergovernmental Agreement between the City of Altoona and the Town of Washington be approved and adopted as presented.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to sign the Intergovernmental Agreement on behalf of the City of Altoona.

Dated this 22nd day of February, 2018



Brendan Pratt, Mayor



Cindy Bauer, City Clerk

Adopted: 2/22/18

Approved: 2/22/18

Published: 3/8/2018