

**TOWN OF HARTFORD
WASHINGTON COUNTY, WISCONSIN**

FINAL RESOLUTION REGARDING INTERGOVERNMENTAL AGREEMENT

WHEREAS, the Town of Hartford (the "Town") and City of Hartford (the "City") have agreed to enter into an Intergovernmental Agreement pursuant to Section 66.0301, Wis. Stats., addressing issues mutually beneficial to the Town and City; and

WHEREAS, the Town Plan Commission has reviewed the agreement and recommended that the terms of the agreement are in the best interests of the Town; and

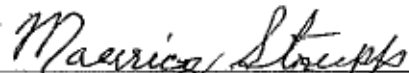
WHEREAS, a Joint Public Hearing on the agreement was held on March 27, 2018; and

WHEREAS, the Town Board has reviewed the agreement, the recommendation of the Plan Commission, and the Public Hearing testimony, and determined that the terms of the agreement are in the best interests of the Town.

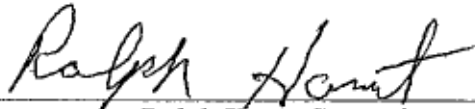
NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Intergovernmental Agreement between the Town and City is hereby approved.

Dated this 9th day of April, 2018

By the Intergovernmental
Agreement, mutually

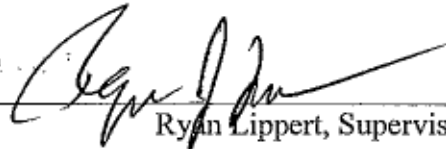


Maurice Strupp, Chairman

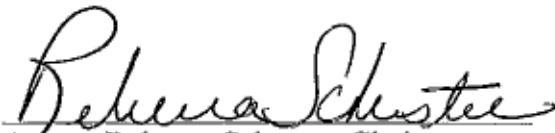


Ralph Horst, Supervisor

By the Board has read



Ryan Lippert, Supervisor



Attest: Rebecca Schuster, Clerk

April 9, 2018

Resolution No. 3503

**CITY OF HARTFORD
WASHINGTON COUNTY, WISCONSIN**

FINAL RESOLUTION REGARDING INTERGOVERNMENTAL AGREEMENT

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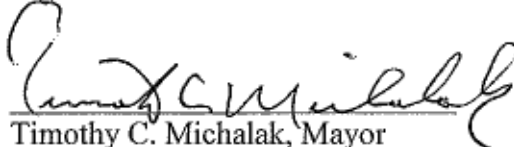
WHEREAS, a Joint Public Hearing on the agreement was held on March 27, 2018; and

WHEREAS, the Common Council has reviewed the agreement, and the Public Hearing testimony, and determined that the terms of the agreement are in the best interests of the City.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Intergovernmental Agreement between the City and Town is hereby approved.

Dated this 10th day of April, 2018.

Signed:


Timothy C. Michalak, Mayor

ATTEST:


Lori Hetzel, City Clerk

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
CITY OF HARTFORD AND TOWN OF HARTFORD
TO PROVIDE FOR ORDERLY GROWTH AND DEVELOPMENT
AND SEWER SERVICE**

This Agreement is entered into by and between the City of Hartford ("City") and the Town of Hartford ("Town"), both located in Washington County, Wisconsin. This Agreement shall constitute a boundary agreement to the extent defined herein. The purpose of this Agreement is to set forth the terms and conditions by which the parties wish to achieve mutual goals pursuant to Section 66.0301 of the Wisconsin Statutes:

- * To define certain areas which shall attach to the City pursuant to Section 66.0301(6), Wis. Stats.
- * To establish a specific boundary within the Pike Lake District which may not be changed during the term of the agreement.
- * To establish a procedure for the provision of sewer service for certain Town properties and subdivisions and the requirement that they attach upon requesting sewer service.
- * To limit the number of Residential Equivalency Connections (REC's) in the Pike Lake Sanitary District.
- * To establish a comprehensive zoning ordinance to allow for the subdivision of properties in an area within the City's extraterritorial subdivision jurisdiction as defined herein.

ARTICLE 1
DEFINITIONS

Pike Lake District: That area within the Town of Hartford described in Exhibit B.

ARTICLE 2
ATTACHMENT OF NEUVILLE PROPERTIES

General Agreement: City and Town agree that certain properties described in Exhibit A are under consideration for a new subdivision within the City. The parties agree that upon appropriate petition by the property owner, the property in Exhibit A could be annexed; however, such annexation may not be a petition for unanimous annexation. The parties hereto wish to establish a modification in the boundary lines to accomplish the attachment of the property described in Exhibit A, without including property owners who wish to remain in the Town. The parties acknowledge that the boundary lines on Exhibit A are

approximate and a more formal legal description will be developed for the attachment ordinance. The intent is that the attachment will encompass the Main Street right of way, as shown on Exhibit A, and the properties owned by Neuville at the time of attachment.

Specified Boundary Line Change: City and the Town agree that, pursuant to Section 66.0301(6)(a)2., Wis. Stats., the area described in Exhibit A shall attach to the City no later than July 1, 2018, and that the City's boundary shall be modified accordingly upon adoption of an ordinance pursuant to Section 66.0301(6)(e), Wis. Stats.

Payments Under Section 66.0217(14), Wis. Stats: City and Town agree that as to the property described in Exhibit A, City shall make the payments described in Section 66.0217(14)(a)1., Wis. Stats., to Town upon attachment.

ARTICLE 3 **ATTACHMENTS FOR SEWER SERVICE WITHIN HILLCREST SUBDIVISION**

General Agreement: The City and Town acknowledge that certain previously developed subdivisions in the Town have well-established problems with the ability to install new private onsite wastewater treatment systems (POWT's) upon failure of an existing system. City and Town agree that a viable long-term solution to this issue is the provision of City sanitary sewer services to individual properties as their POWT's fail. City and Town further agree that, under the current circumstances, this option is only available to limited properties located adjacent to City's existing corporate boundary. The City and Town agree that extending sanitary sewer to an entire subdivision is more cost-effective and that it is necessary for a property desiring sanitary sewer service to annex to the City so that the City can adequately recoup the cost of installing City sanitary sewer.

Specific Boundary Agreement: The City and Town agree that the City may attach properties located within the Hillcrest subdivision, a full map of which is attached hereto as Exhibit B, upon the following terms and conditions:

- 1- Any property may be attached upon written application from the owner of record for any property.
- 2- The applicant is applying for the express purpose of connection to City sanitary sewer service, or the applicant is currently adjacent to an existing corporate boundary of the City that is not a City island.
- 3- In the event that a property is applying for the purpose of connecting to City sanitary sewer service, it is permissible for the attachment to create a Town and/or City island.

Upon receipt of an application for attachment, the City shall provide notice to the Town of the proposed attachment upon receipt. The City's boundary shall be modified upon accordingly upon the adoption of an ordinance pursuant to Section 66.0301(6)(e), Wis. Stats.

ARTICLE 4
DEVELOPMENT IN PIKE LAKE DISTRICT

General Agreement: The City and Town agree to establish a boundary line for the Pike Lake District that may not be changed for the term of this agreement. A description of the Pike Lake District is attached hereto as Exhibit C. The parties wish to further establish an agreement that the City shall not increase the current number of sewer RECs within the Pike Lake Sanitary Utility District.

Specific Boundary Agreement: The City agrees that it will not attach or annex any land inside the Pike Lake District without the Town's prior written consent. A written request for consent will be submitted to the Town upon receipt of an annexation petition. Town will respond in writing to such a request within 45 days. Failure of the Town to contest shall constitute a waiver of the Town's rights under this paragraph.

City Covenant: The City agrees that it shall not increase the number of RECs within the Pike Lake Sanitary Utility District without the Town's prior written consent.

Town Covenant: The Town agrees that it shall not unreasonably prevent any property owner from utilizing all RECs owned prior to the date of this agreement.

ARTICLE 5
EXTRATERRITORIAL ZONING AND LAND DIVISIONS

General Agreement: The parties acknowledge that the City has extraterritorial land division authority over the area within three miles of the City's corporate limits and City has enacted an ordinance prohibiting any divisions of land which would result in a lot smaller than 35 acres. The parties acknowledge the limitations established by Section 236.45(3), Wis. Stats., and *Lake Delavan Property Company, LLC v. City of Delavan*, 2014 WI App. 35, regarding the denial of a land division application based upon the proposed use of the land. The parties hereby agree pursuant to Section 62.23(7a), Wis. Stats., to a limited extraterritorial zoning jurisdiction for the City to consider the proposed use of land and to allow for, under certain circumstances, land divisions of less than 35 acres.

City Covenants:

A. City shall cooperate with Town to establish a mutually acceptable Comprehensive Zoning Ordinance for properties located within the City's extraterritorial land division jurisdiction.

B. The parties propose the following criteria for land divisions for properties within the City's extraterritorial jurisdiction based upon the following zoning criteria:

The joint plan committee of the Town and City may recommend, and the Common Council may approve, the subdivision of lands in the extraterritorial plat approval jurisdiction area into parcels less than 35 acres in size when the City has a Comprehensive Zoning Ordinance with the Town and the proposed subdivision of lands is in compliance with said ordinance. The City shall not consider any subdivision or land division, which did not have prior approval by the approving authorities for the Town.

1) Criteria for Agricultural Land Division. City may grant approval of a land division subdividing portions of agricultural lands provided that the City shall determine that the proposed land division will assist and assure the continuation of the agricultural use.

2) Criteria for Nonagricultural Subdivision or Land Division. In the case of nonagricultural lands, the City may grant approval of a subdivision provided that the City shall determine that the proposed subdivision or land division complies with each of the following four criteria:

a) The proposed subdivision or land division shall be compatible with adjacent land uses and shall maintain the general land use pattern of the area in question.

b) The proposed subdivision or land division shall result in a development pattern which is compatible with surrounding developments and land uses. Measures of compatibility shall consider lot sizes, traffic generation, access, noise and visual features.

c) The proposed subdivision or land division and the resulting development shall not adversely affect the City's ability to provide public services, install public improvements or accomplish future annexations. The City may consider annexation agreements with the property owner in order to comply with this requirement. The City may also consider whether the City and Town(s) have reached an agreement on necessary public improvements and public services facilities required to serve the development.

d) The proposed subdivision or land division shall provide permanent open space lands for use by the general public in conformance with the City of Hartford adopted Parks and Open Space Plan or the City's other adopted Master Plan elements. The permanent open space lands shall be accessible and open for use by the general public. The open space lands shall be exclusive from, and in addition to, lands required for dedication to comply with applicable public parks and open space dedication requirements and shall be provided at a ratio of two acres of permanent open space lands for every one-acre of developed lands, including street rights of way. For the purpose of this provision, wetlands, flood plain lands, steep slopes, or other lands which are not developable because of sensitive environmental features shall not be counted as permanent open space lands in calculating the ratio of permanent open space lands provided versus developed lands. Steep slopes shall include lands that have grades of twenty percent (20%) or more.

C. City shall continue to approve boundary modifications in City's extraterritorial land division jurisdiction, provided no new parcels are created and such boundary modification is acceptable to Town.

Town Covenants:

A. Town shall cooperate with City to establish a mutually acceptable Comprehensive Zoning ordinance for properties located in the City's extraterritorial subdivision jurisdiction with the recommended terms and conditions defined above.

B. Town shall only approve land divisions in the Extraterritorial Zoning Area in compliance with the Comprehensive Zoning Ordinance.

ARTICLE 6
AMENDMENT AND DEFAULT

This Agreement may be amended in writing by the affirmative vote of a majority of each respective governing body. Upon failure of either party to take action in compliance with this agreement, the non-defaulting party may provide notice to the party in default of the nature of the default. The defaulting party shall remedy the default within 60 days of receipt of said default. In the event that a default is not remedied, the non-defaulting party may declare this entire Agreement void by the affirmative vote of the respective governing body.

ARTICLE 7
TERM OF AGREEMENT

The term of this agreement shall be for a period of 10 years from the date of full enactment of the terms and conditions contained within Articles 2, 3 and 4 of this agreement. The Comprehensive Zoning Ordinance adopted pursuant to Article 5 of this agreement shall remain in full force and effect for the 10 year term of this agreement and shall thereafter remain effective unless modified by both parties or revoked.

New Ohm Parcel:

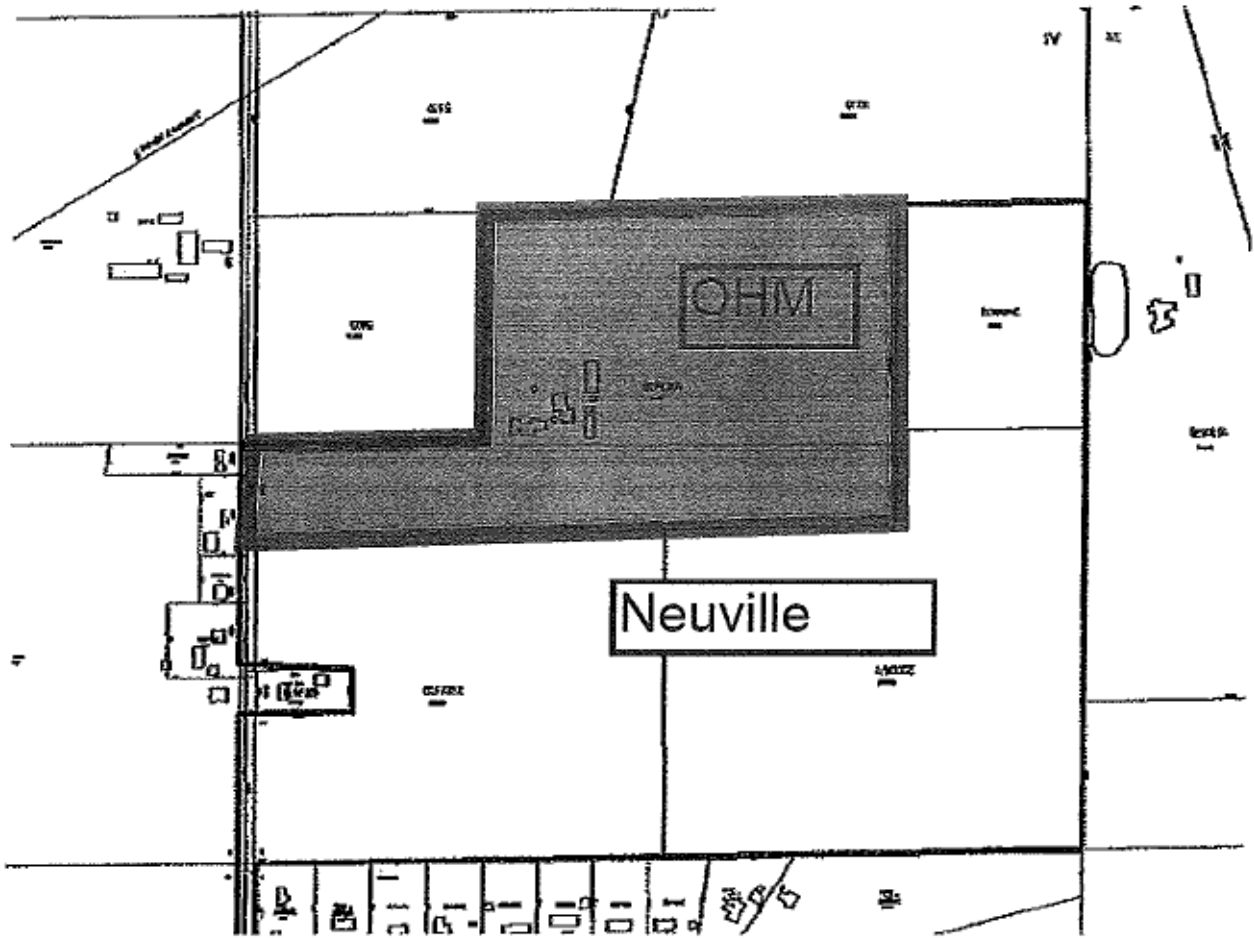
A part of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$, part of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, part of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, and part of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ all in Section 9, Town 10 North, Range 18 East, Town of Hartford, Washington County, Wisconsin, and being more particularly described as follows:

COMMENCING at the Southwest corner of said Section 9; thence N.00°04'18"W., along the West line of said SW $\frac{1}{4}$, being also the centerline of North Main Street (formerly known as CTH "K"), 472.00 feet to the Southwest corner of Certified Survey Map (CSM) No. 534; thence N.89°55'42"E., along the South line of said CSM No. 534, 336.50 feet to the Southeast corner of said CSM No. 534; thence N.00°04'18"W., along the East line of said CSM No. 534, 132.00 feet to the Northeast corner of said CSM No. 534; thence S.89°55'42"W., along the North line of said CSM No. 534, 336.50 feet to the West line of said SW $\frac{1}{4}$ of Section 9 and the Northwest corner of said CSM No. 534; thence N.00°04'18"W., along said West line of said SW $\frac{1}{4}$ and said centerline of North Main Street, 642.84 feet to the **POINT OF BEGINNING**; thence, continuing along said West line of the SW $\frac{1}{4}$ and centerline N.00°04'18"W., 75.00 feet to the Southwest corner of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 9; thence N.89°18'36"E., along the South line of the North $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 9, 743.75 feet; thence N.00°04'18"W., 702.77 feet; thence N.89°19'00"E., 1,894.92 feet to the East line of said SW $\frac{1}{4}$ of Section 9; thence, along said East line, S.00°00'53"E., 777.56 feet; thence S.89°18'36"W., 2,637.90 feet to the **POINT OF BEGINNING**.

Said parcel contains 35.1012 acres or 1,529,008 square feet, more or less.

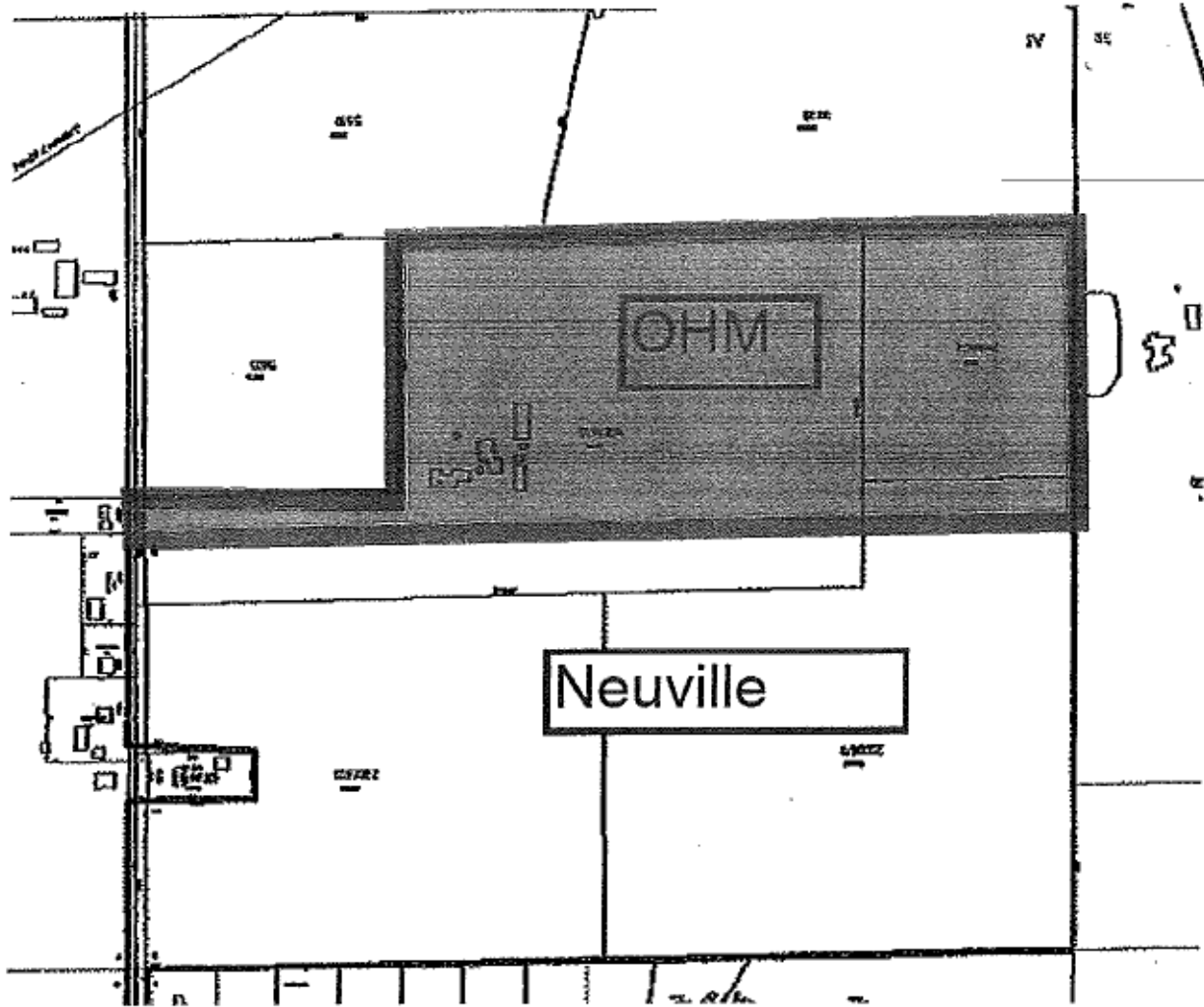
Tax Parcel IDs: T6-0193-00Z, part of T6-0194-00A, and part of T6-0198-00Z

EXHIBIT A



Old Map showing Olm's property.

EXHIBIT A



New Map showing pink area which will stay in town, Neuville property which will be attached to City.

EXHIBIT B

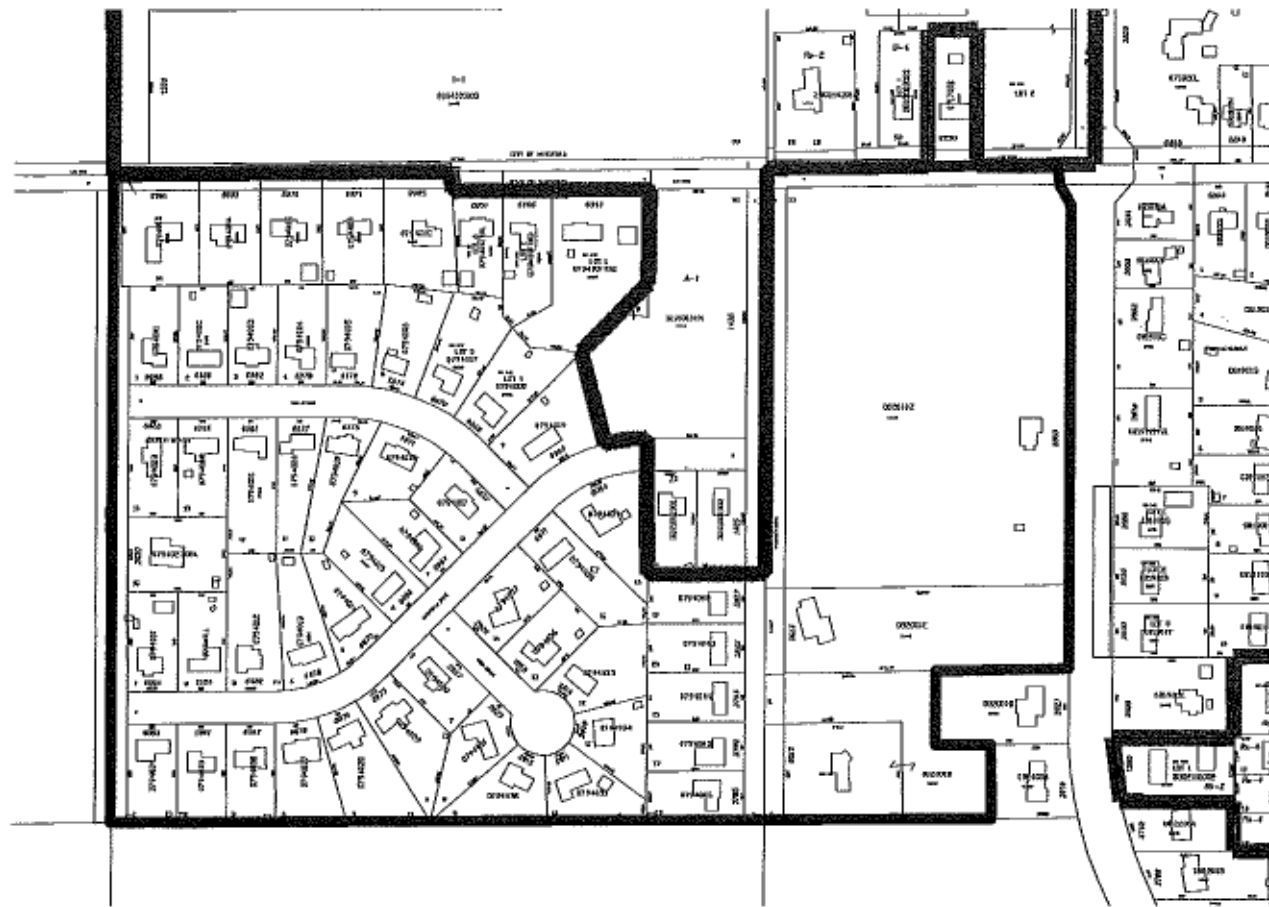


EXHIBIT C

