

INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE VILLAGE OF OREGON  
AND THE TOWN OF OREGON

**RECITALS**

- A. The Village of Oregon (the “Village”) and the Town of Oregon (the “Town”) entered into the agreement attached as Exhibit B hereto (the “2002 Agreement”) on or about March 12, 2002.
- B. The Village and the Town wish to replace the 2002 Agreement with this Agreement.

**AGREEMENT**

Pursuant to the authority granted in Wis. Stat. § 66.0301, the Village and the Town agree as follows:

- 1. The common boundary between the Village and the Town is modified and determined as shown on the scale map attached as Exhibit A. Following the effective date of this Agreement, the boundary between the Village and the Town may be further altered in a manner allowed by Wisconsin law.
- 2. The Town shall contract for the construction of improvements to that portion of Lincoln Road located between the western Village limits and Fish Hatchery Road. The improvements shall include pulverizing the asphalt and overlay stabilization. The Town shall complete the work described in this section by not later than November 1, 2021.
- 3. Following completion of the improvements to Lincoln Road described in section 2 above, the Village shall pay Two Hundred Thousand Dollars (\$200,000.00) to the Town.
- 4. The Village shall contract for the construction of improvements to that portion of Lincoln Road located between Union Road and the western Village limits. The improvements shall include pulverizing of the asphalt and overlay stabilization. The Village shall complete the work described in this section by not later than November 1, 2021.
- 5. This Agreement is solely between the Village and the Town. No other person or entity has any rights under this Agreement.

6. This Agreement shall be effective upon satisfaction of the following conditions:
- (1) The Village Board of the Village of Oregon and the Town Board of the Town of Oregon must each adopt a resolution approving this Agreement, pursuant to Wis. Stat. § 66.0301(6)(c)1;
  - (2) The Village and the Town have each published this Agreement as a class 1 notice, under ch. 985, pursuant to Wis. Stat. § 66.0301(6)(c)2.
  - (3) No petition for a referendum on this Agreement is filed within 30 days after the publication of this Agreement.

Notwithstanding the foregoing, this Agreement shall be null and void if the conditions in this section are not satisfied by December 2, 2019. If a petition for a referendum on this Agreement is timely filed pursuant to Wis. Stat. § 66.0301(6)(c)2, then this Agreement shall be null and void, it being the parties intent to avoid the expense of a referendum.

7. After this Agreement becomes effective, the Village shall enact an ordinance accomplishing the boundary change included in this Agreement. The Village shall satisfy the filing requirements under Wis. Stat. § 66.0217(9)(a).
8. The 2002 Agreement is terminated.


IN WITNESS WHEREOF, this Agreement is executed this 20<sup>th</sup> day of September, 2019.

**VILLAGE OF OREGON**


By: 

Jeanne Carpenter, Village President

ATTEST:

  
Peggy Haag, Village Clerk

TOWN OF OREGON

By:   
Wayne L. Ace

ATTEST:

  
Jennifer Hanson, Town Clerk



## EXHIBIT B

### INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF OREGON AND THE TOWN OF OREGON

#### RECITALS

- A. The Village of Oregon ("Village") on November 5, 2001, annexed approximately 393 acres (the "Fleming Property") from the Town of Oregon ("Town").
- B. The Village has petitioned the Dane County Regional Planning Commission ("RPC") for approval of an urban service area amendment to include the Fleming Property within the Village's urban service area.
- C. The Town has requested that the Village assume certain maintenance obligations for Town roads near the Fleming property.
- D. The Village is willing to assume some Town road maintenance obligations under certain conditions.

#### AGREEMENT

Therefore, in accordance with Wis. Stat. sec. 66.0301 and for the mutual consideration set forth herein, the Village of Oregon ("Village") and Town of Oregon ("Town") both of Dane County, Wisconsin, agree as follows:

1. The Town shall not challenge the annexation of the Fleming Property in court nor provide support, financial or otherwise, to any person who does challenge the annexation.
2. The Town shall not oppose the pending urban service area amendment before the RPC or the Wisconsin Department of Natural Resources ("DNR") or in court and shall not provide support, financial or otherwise, to any person who does oppose the amendment.

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3. If the pending urban service area amendment is approved by both the RPC and the DNR and if neither the annexation nor the urban service area amendment is successfully challenged in court, then the Village shall assume maintenance responsibility for the portion of Lincoln Road between the west right-of-way line of Union Road and of the east right-of-way line of Fish Hatchery Road (which portion shall hereafter be referred to as "Lincoln Road") subject to the terms of this Agreement.

- a. The rights and obligations of the Village and the Town under this section (section 3) shall commence on the date of commencement of construction of public improvements within the Fleming Property.
- b. The rights and obligations of the Village and the Town under this section (section 3) shall terminate on the date on which all infrastructure within the Fleming Property has been completed and building permits have been issued for structures on 80% or more of lots platted within the Fleming Property but no later than December 31, 2026. For purposes of this paragraph, lots do not include outlots or parcels owned by or dedicated to the Village or other governmental entity or lots upon which construction is prohibited by law or by recorded restriction. For purposes of this paragraph, infrastructure means public water mains, public sanitary sewer mains, public storm sewer mains, and curb, gutter and paving on public streets.
- c. The Village shall perform routine maintenance of Lincoln Road including maintenance of pavement, drainage, snow and ice control and regulation of utilities.
- d. The Village may install utilities in Lincoln Road, may reconstruct any portion of Lincoln Road, and as part of such reconstruction, may lower existing hills.
- e. The Village shall determine what maintenance or reconstruction is appropriate and when to perform it and shall be responsible for all

design work and associated costs in connection with the exercise of its rights and obligations under this section. The Village shall maintain Lincoln Road at or above level 4 on the PASER scale unless Netherwood Road is maintained by the Town at a lesser standard. In the event Lincoln Road falls below the level called for in this paragraph, the Village shall perform repairs to bring it above that level within two years thereafter.

- f. The Town waives all fees, permits and approval authority for any work required or permitted to be done under this Agreement.
- g. The Town shall assign or pay to the Village all monies received from the State for Lincoln Road whether denominated road aids or otherwise.
- h. The Town assigns to the Village all right and authority to approve and regulate intersections with, entrances onto, and installation of utilities in, Lincoln Road. The approval of entrances and intersections shall be in accordance with the Town's generally applicable requirements and with Chapter 18 of the Village's Code of Ordinances.
- i. In the event the condition of pavement of the portion of Lincoln Road in the Town is not at or above level 7 of the PASER scale on the date of termination under paragraph 3b, the Village shall bring it to that level prior to the termination of this Agreement.
- j. Ranking on the PASER scale shall be determined during the month of June by agreement between representatives of the Town and the Village. In the event they cannot agree, the Town and the Village shall agree on an independent third party to make the determination. The determination by the third party shall be binding.
- k. In the event the intersection of Glenway with Lincoln Road falls below level of service E as defined in the Highway Capacity Manual-2000 Edition published by the Transportation Research Board of the National Research Council, the Village shall reconstruct it to bring it up to level C.
- l. In the event the intersection of Fish Hatchery Road with Lincoln Road falls below level of service E as defined in the Highway

Capacity Manual—2000 Edition published by the Transportation Research Board of the National Research Council, the Village will reimburse the Town 50% of the cost incurred by the Town to reconstruct the intersection to bring it up to level C. The Town's cost shall be net of any grant, cost share or reimbursement from the state, county or other outside source.

4. If the Village and the Town determine to reconstruct the intersection of Union Road and Lincoln Road, the parties shall agree on the design and share design and construction costs on the basis of jurisdiction over the intersection. At the time of signing this agreement, that is one-fourth (1/4) Village share, three-fourths (3/4) Town share.

5. The Village shall take reasonable steps to enforce the requirement that contractors installing public improvements in the Fleming Property enter and leave the property from the north.

6. The term of this Agreement shall commence when approved and executed by both parties and terminate two years after the termination date specified in 3b.

7. The parties acknowledge that in order to effectively implement this Agreement, it may be necessary to obtain the cooperation and approval of other governmental agencies, including but not limited to, the RPC, the DNR and the Wisconsin Department of Transportation. In all matters necessary to implement this Agreement, the parties agree to seek the cooperation and approval of all relevant agencies. To the extent practicable, the parties will, where necessary to obtain such approval, submit a single, joint request or other appropriate documents requesting the approval.

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8. The parties hereby acknowledge that this Agreement imposes upon them a duty of good faith and fair dealing and they shall cooperate fully one with the other in implementation of these terms. The parties agree to promptly execute such documents, grant such approvals and take other reasonable steps as may be necessary to carry out the intent of this Agreement.

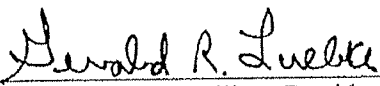
9. The terms of this Agreement are not severable.

10. Upon breach of this Agreement by one party, the other may, at its option, terminate the Agreement or seek any other remedies available at law or in equity.

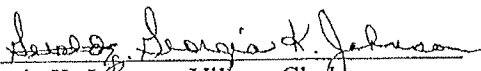
11. This Agreement is solely between the Village and the Town. No other person or entity is intended to have any rights under this Agreement.

12. Either party shall be excused from any failure or delay in performing its obligations under this Agreement where the delay or failure is caused by an event beyond the affected party's reasonable control, including but not limited to events such as inability to obtain any necessary regulatory approvals, accidents, explosions, and acts of God.

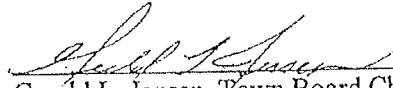
VILLAGE OF OREGON

  
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Gerald R. Luebke, Village President

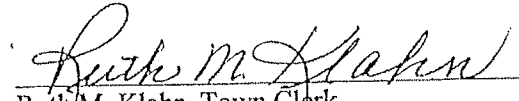
Dated: 3-11-02

  
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Georgia K. Johnson, Village Clerk

TOWN OF OREGON

  
Gerald L. Jensen, Town Board Chairperson

Dated: 3/12/2002

  
Ruth M. Klahn, Town Clerk