

## INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF New Glarus AND THE VILLAGE OF New Glarus

*Village of New Glarus /Town of New Glarus*-This is an Intergovernmental Agreement (“Agreement”) made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the Town of New Glarus, a municipality located in Green County, Wisconsin, (“Town”) and the Village of New Glarus, a municipality located in Green County, Wisconsin, (“Village”).

### RECITALS

1. The Town and the Village enjoy a good relationship. The Town and the Village believe that entering this Agreement will preserve and improve the good relationship and provide greater certainty with respect to joint planning in the future.
2. The Town does not believe it is economical for the Town to attempt to provide a full range of urban services to high-density urban development. The Town and Village agree that the predominant share of population growth in areas adjacent to the Village can best be accommodated in higher density residential developments served by urban services such as sewer and water. The Town and the Village agree that the Town can best serve its constituents with consistent tax base growth and should preserve that tax base growth by allowing development close to the village. Therefore, the Town and Village agree that all new residential development adjacent to the Village should occur in compliance with applicable Village development standards and requirements, and shall be served by a full range of municipal services provided by the Village but shall not be annexed to the Village during the term of this agreement.
3. Capital infrastructure improvements typically require a planning, design and construction timeline of several years in length. This Agreement will enable the Village to plan and design for the ultimate extension of public infrastructure improvements into all of the developing areas adjacent to the Village which will eventually become annexed to the Village. The timely extension of such public infrastructure and the orderly phasing of urban growth and development will be greatly enhanced by such planning. ~~Capital expenditures for water, sanitary sewer, storm sewer, curb & gutter, & street lights shall be ordered and paid for by the developer and extension of other utilities shall be ordered and paid for in accordance with utility extension rules as approved by the State PSC. To be~~ handled under “Other Items.”

**Agreed upon Elements to be included in Co-operative Boundary Agreement (CBA) between the Town of New Glarus and the Village of New Glarus**

Recitals

See draft dated 6/30/11

The agreements

1. Revenue Sharing (R.S.)
    - A. Town pays Village- Library Formula: Clearly define all aspects of the formula. Include when R.S. payments start and stop.
    - B. Village pays Town- Clearly define all aspects of the formula. First payment paid at beginning of first year after residential annexations are approved and implemented.
  2. Annexations-Define when and how annexations may or may not be made for Residential and Commercial/Industrial (C&I) purposes. Elaborate on “veto issue,” CDA involvement, joint cost sharing, etc.
  3. Define Developer’s responsibilities, payment for infrastructure, Developer Agreements, Pre Annexation Agreements, etc.
  4. Joint efforts- Garage, trails (?), etc.
  5. Establish Joint Planning Commission to handle on going issues after agreement is executed.
  6. Town participation on Library Board and CDA.
  7. Address Impact fees issue.
  8. Address Storm Water issues. Include underground Storm Sewer Systems?
  9. Define sewer & water (S & W) extensions agreement.
  10. Legler Valley Rd. & 14<sup>th</sup> Ave issue.
  11. Village will not object to certain zoning changes to accommodate (S&W) extensions.
  12. Discuss required ordinance revisions- Village and Town.
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Other items for committee and their counsel to consider for inclusion:

- A. Term.
- B. Environmental concerns- consider adopting those currently within Town Land Use Ordinance and ETZ Ordinance.
- C. Authorizing Resolutions.
- D. Binding effect.
- E. Administration.
- F. Dispute Resolution.
- G. Challenge to the agreement.
- H. Recording.
- I. Entire Agreement. Consider Severability?
- J. Authority.
- K. Counterparts.