

Village Board
approved as presented
6/13/06
vte 7-0

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF CAMBRIDGE
AND THE TOWN OF OAKLAND**

This is an Intergovernmental Agreement ("Agreement") made and entered into by and between the Village of Cambridge, a municipal corporation located in Dane and Jefferson Counties, Wisconsin, ("Village") and the Town of Oakland, a body politic located in Jefferson County, Wisconsin ("Town"), to be effective when executed by both parties.

RECITALS

WHEREAS, sec. 66.0301, Stats., authorizes towns and villages to contract for the joint exercise of any power or duty required or authorized by statute; and

WHEREAS, sec. 66.0305, Stats., authorizes two municipalities to share revenues and to undertake other municipal actions in furtherance of joint projects; and

WHEREAS, the Village and Town recognize that it is in the best interest of the Village and the Town to address issues related to maintenance of certain roads on the terms and conditions set forth herein; and

WHEREAS, the Village and Town recognize the value of clarifying certain rights and responsibilities with respect to land use planning and development efforts in that portion of the Village's extraterritorial jurisdiction that falls between STH 12 and STH 18, as well as provide a mechanism for more general discussions with respect to land use and development; and

WHEREAS, both the Village and Town wish to continue to work with one another with respect to other land use planning and development efforts.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, and of the above recitals, the receipt and sufficiency of which is mutually acknowledged, it is stipulated and agreed as follows:

SECTION 1. DESIGNATION OF CERTAIN ROADS AS VILLAGE ROADS. Portions of North Street, Blue Jay Way and Potters Lane are currently partly within the Town and partly within the Village. To the extent that these roads were created by easement rather than dedication, the roads will remain in the Town until such time as the adjacent property owner is annexed into the Village. Neither the Village nor the Town wishes to "force" any Town residents to annex to the Village; however, both communities agree that it is difficult to

efficiently maintain the roads and provide emergency services to the residents under current circumstances. Therefore, both the Town and Village wish to delegate responsibility for maintenance and the right to receive state aid for such roads, all as set forth herein.

1.1 NORTH STREET.

- 1.1.1 Portions of North Street from approximately Simonsen Street to Potters Lane are currently located in the Town, while portions of the homes abutting North Street are located in the Village. The Village and Town acknowledge that, at some point in time, the homes between North Street and Blue Jay Way will likely be located within the Village. Both the Village and the Town further acknowledge that it is in the public interest for all of North Street to be considered a Village road as of the date of this Agreement.
- 1.1.2 The Village and Town agree that all of North Street shall be treated as a Village road, and that both the Village and Town shall take any and all permissible actions to establish North Street's status as a Village road.
- 1.1.3 From the effective date of this Agreement forward, the Village shall maintain and serve all of North Street in the same manner as all other Village roads, and shall be entitled to any and all state aid with respect to North Street, whether paid directly to the Village by the State or collected by the Town and then transferred from the Town to the Village.

1.2 BLUE JAY WAY (FORMERLY CHURCH STREET).

- 1.2.1 Portions of Blue Jay Way (formerly Church Street) from Simonsen Street to Potters Lane are currently located in the Town, while other portions are located in the Village. The Village and Town acknowledge that, at some point in time, the homes between Simonsen Street and Potters Lane will likely be located within the Village. Both the Village and the Town further acknowledge that it is in the public interest for this segment of Blue Jay Way to be considered a Village road as of the date of this Agreement.
- 1.2.2 The Village and Town agree that Blue Jay Way from Simonsen Street to Potters Lane shall be treated as a Village road, and that both the Village and Town shall take any and all permissible actions to establish said segment of Blue Jay Way's status as a Village road.
- 1.2.3 From the effective date of this Agreement forward, the Village shall maintain and serve all portions of said segment of Blue Jay Way in the same manner as all other Village roads, and shall be entitled to any and all state aid with respect to said segment of Blue Jay Way, whether paid directly to the Village by the State or collected by the Town and then transferred from the Town to the Village.

1.3 **POTTERS LANE.**

- 1.3.1 Portions of Potters Lane from North Street to USH 18 are currently located in the Town, while other portions are located in the Village. The Village and Town acknowledge that, at some point in time, the homes on both sides of Potters Lane will likely be located within the Village. Both the Village and the Town further acknowledge that it is in the public interest for such segments of Potters Lane to be considered a Village road as of the date of this Agreement.
- 1.3.2 The Village and Town agree that Potters Lane shall be treated as a Village road, and that both the Village and Town shall take any and all permissible actions to establish all of Potters Lane as a Village road.
- 1.3.3 From the effective date of this Agreement forward, the Village shall maintain and serve said segment of Potters Lane in the same manner as all other Village roads, and shall be entitled to any and all state aid with respect to Potters Lane, whether paid directly to the Village by the State or collected by the Town and then transferred from the Town to the Village.

SECTION 2. JOINT PLANNING AND LAND USE; ESTABLISHMENT OF JOINT PLANNING COMMITTEE ("JPC"), JOINT PLANNING AREA ("JPA") AND TOWN DEVELOPMENT AREA

2.1 **COMMITMENT TO POSITIVE RELATIONSHIP AND CONTINUED JOINT PLANNING.**

- 2.1.1 **Commitment.** The Village and the Town have enjoyed a good relationship over the years and have not experienced the hostility present in many relationships between towns and villages. The Village and Town believe that entering this Agreement will preserve the existing good relationship and provide greater certainty with respect to joint planning in the future.
- 2.1.2 **Joint Planning Committee.** The Village and Town do hereby formalize their commitment to joint planning by establishing a Joint Planning Committee ("JPC") to address land use and planning issues affecting both the Town and Village, as set forth herein.
- 2.1.3 **Joint Planning Area and Town Development Area.** The Village and Town do hereby create a Joint Planning Area ("JPA") that encompasses all land within the Town that lies between the corporate boundary of the Village that extends into the Town and a line beginning at the intersection of Britzke and Krull Lane at the northern boundary of the Town, southeast down Britzke Road to Hope Lake Road, south down Hope Lake Road to USH 18, west along USH 18 to Park Road, southwest along Park Road to USH 12, east-southeast

along USH 12 to W. Cedar Road, south down W. Cedar Road to Rucks Road, and west along Rucks Road to the boundary of the Town. This line may be referred to as the “Cambridge-Oakland Joint Planning Line.” The area in the Town east of the Cambridge-Oakland Joint Planning Line shall be the “Town Development Area.” Maps depicting the Joint Planning Area, the Cambridge-Oakland Joint Planning Line and the Town Development Area are attached hereto as Exhibits A and B, and incorporated herein by reference.

2.2 **ESTABLISHMENT OF JOINT PLANNING COMMITTEE (“JPC”).**

- 2.2.1 **Establishment of Joint Planning Committee.** The Village and the Town do hereby create a Joint Planning Committee (“JPC”) to serve as a recommending body to the Village Plan Commission and Village Board, and Town Plan Committee and Town Board for the purposes set forth in this Agreement.
- 2.2.2 **Advisory Nature of JPC.** The JPC’s recommendations are advisory to the Village Plan Commission and Village Board, and Town Plan Committee and Town Board.
- 2.2.3 **Membership.** The JPC shall consist of five (5) members, two (2) of whom are appointed by the Town Chairperson subject to confirmation by the Town Board, two (2) of whom are appointed by the Village President subject to confirmation by the Village Board and one (1) of whom is appointed jointly by the Village Board and the Town Board (“at-large member”). At least one member of each municipality’s delegation shall be an elected member of the governing body, and one member may be any other designated resident of that municipality. The at-large member may be an elected official, but shall not be a resident of either the Town or Village.
- 2.2.4 **Appointments; Term.** Initial appointments for the Town’s delegation shall be for a term of one (1) year for one member and two (2) years for the other member, and for the Village’s delegation, the appointments shall be for a term of one (1) year for one member and two (2) years for the other member. The at-large member’s initial appointment shall be one (1) year. Following initial appointments, regular appointments shall be made in May of each year, as needed. Following initial appointments, all members of the JPC shall serve for terms of two (2) years, except for the at-large member, who shall have a one (1) year term.
- 2.2.5 **Vacancy.** A vacancy shall be created if a JPC member’s residency terminates during the term of appointment or if the position is otherwise not filled due to resignation, disability continuing for more than two (2) months, failure to attend three (3) or more consecutive meetings or by removal for cause¹ by the governing board of the respective municipality.

¹“Cause” shall include inefficiency, neglect of duty, official misconduct or malfeasance, as those terms are defined in Wis. Stats. sec. 17.16(2) (1999-2000).

The at-large member may be removed by agreement of the Town Board and Village Board. Vacancies shall be promptly filled for the unexpired term in the same manner as the original appointment and successors shall serve the remaining term.

2.2.6 **Officers.** There shall be a chairperson and vice chairperson of the JPC. The chairperson for the JPC shall alternate from the Village to the Town on an annual basis at-large. The vice chairperson shall be from the community that is not serving as the chairperson, or may be the at-large member. The chairperson and vice chairperson shall be elected by the JPC annually in May.

2.2.7 **Meetings.** Meetings shall be conducted by the chairperson. In the chairperson's absence, meetings shall be conducted by the vice chairperson. Meetings of the JPC may be called by the chairperson of the JPC, the Village President or the Town Chairperson. The JPC shall meet at least quarterly. The JPC shall report to the Village and Town Boards at least quarterly. Members shall receive per diems as determined by the community that the member represents. The at-large member shall receive per diems as determined by the Village. The JPC's recommendations shall be made as determined by simple majority. If there is no majority on a particular issue, the report back to the Village and Town Boards shall state that the JPC is divided and unable to make a recommendation. The notices and conduct of the meetings shall be in accordance with the Wisconsin Statutes governing open meetings and open records.

2.2.8 **Cost Sharing.** Any outside consultant costs or fees (including but not limited to joint engineering, planning or legal) to be incurred by the JPC must be pre-approved by the Village Board and Town Board. Such pre-approved costs will be shared proportionally based on the equalized value of the Town and Village. With the exception of such pre-approved costs, all costs shall be borne by the Village and Town as incurred by the Village and Town.

2.3 **DUTIES OF JOINT PLANNING COMMITTEE.** As set forth below, the JPC's responsibilities shall include: review and comment on certain aspects of both communities' comprehensive or smart growth plans; cooperative planning in the Joint Planning Area; cooperative efforts on joint municipal services; periodic review of this Agreement; and, such other planning issues as are assigned from time to time to the JPC by both the Village and Town.

2.3.1 **Review Relevant Aspects of Comprehensive or Smart Growth Plans.** The Village and Town value joint consideration of certain elements of each community's comprehensive or smart growth plan. Therefore, prior to final approval of the Village or Town plans, the JPC shall review and comment on the following elements to the extent that such elements relate to both communities:

- 2.3.1.1 Issues and opportunities element (general overview, community survey, economy, socio-economic characteristics, population projections, key issues and opportunities, goals, objectives, policies and recommendations);
- 2.3.1.2 Housing element (existing conditions, types of housing units, occupancy status, residential construction, housing affordability, special housing needs, local efforts);
- 2.3.1.3 Transportation element (roads and highways, traffic conditions, and road development and classification);
- 2.3.1.4 Utilities and community facilities element (stormwater management, recreation facilities, emergency services, cell towers, telecommunications facilities and fiber optics, and schools);
- 2.3.1.5 Agricultural, natural and cultural resources element (metallic and nonmetallic resources, soils, groundwater, surface water and wetlands);
- 2.3.1.6 Economic development element (labor force, economic base, state and local programs, desirable businesses and industries, assessment of strengths and weaknesses, environmentally sensitive and contaminated sites);
- 2.3.1.7 Intergovernmental coordination element (village, town, school district, county, RPC, DOT, DNR, intergovernmental cooperation);
- 2.3.1.8 Land use element (current land use, waste disposal sites and contaminated sites, and land use conflicts, local real estate forces, annexation); and,
- 2.3.1.9 Implementation element (compilation of programs and specific actions to be completed in a stated sequence to implement the objectives in the above elements).
- 2.3.2 **Review Land Use Decisions in the Joint Planning Area Only.** In order to further a cooperative approach and promote the planning goals of each community, the JPC shall serve as the advisory body to the Village Board and Town Board with respect to development and planned growth in the Joint Planning Area, which includes lands adjacent to the Village between STH 12 and STH 18 from the Village's corporate boundary east to Park Road. To that end, the following issues shall be referred to the JPC for its review and recommendation prior to final action by either the Town Board or Village Board; *provided, however*, if the JPC does not make a recommendation within thirty (30) days of referral, the Town and Village may proceed without a recommendation from the JPC:
 - 2.3.2.1 Changes affecting roads and highways, traffic conditions, and road development and

classification in the Joint Planning Area;

2.3.2.2 Changes affecting utilities and community facilities in the Joint Planning Area (stormwater management, recreation facilities, emergency services, cell towers, telecommunications facilities and fiber optics, and schools); and,

2.3.2.3 Changes affecting agricultural, natural and cultural resources in the Joint Planning Area (metallic and nonmetallic resources, soils, groundwater, surface water and wetlands).

2.3.3 **CONSIDER NEED FOR JOINT MUNICIPAL SERVICES.** Both the Town and the Village are committed to providing necessary municipal services efficiently and effectively, and wish to explore whether jointly providing services will be more beneficial than providing the same services separately. The JPC shall review the current services provided by the Village, the Town and/or joint service providers in which the Town and/or Village participate (such as, for example, the Cambridge-Oakland Wastewater Commission), shall consider whether any services overlap, and recommend whether services could be more effectively or more efficiently be provided jointly. Reports and recommendations from the JPC on joint municipal services shall be made to the Village Board and Town Board on an as needed basis or as directed by the Village Board and/or Town Board.

2.3.4 **PERIODIC REVIEW OF AGREEMENT AND JOINT PLANNING AREAS.** The Agreement, the designation of the Joint Planning Area and the designation of the Town Development Area shall be reviewed by the JPC on no less than an annual basis, and summary recommendations shall be provided to the Village Board and Town Board within sixty (60) days thereafter. The JPC shall also conduct such a review within sixty (60) days of a request from either the Village Board or the Town Board.

2.3.5 **OTHER DUTIES AS ASSIGNED.** In addition to the duties described above, the JPC shall also perform such duties as may be assigned to it from time to time jointly by both the governing boards of the Town and the Village.

SECTION 3. LAND USE DECISIONS AND FUTURE ANNEXATIONS WITHIN THE JOINT PLANNING AREA AND THE TOWN DEVELOPMENT AREA

3.1 **ANNEXATION REQUESTS IN JOINT PLANNING AREA.** The Village shall not initiate annexation requests in the Joint Planning Area, but rather shall continue to consider all such annexation requests presented to the Village on a case-by-case basis. The Village may unilaterally deny any and all annexation requests. However, prior to approval of an annexation request, there shall be joint review of the annexation request at a special joint meeting of the Village Board and Town Board as set forth below.

3.2 **JOINT REVIEW PROCESS FOR ANNEXATION REQUESTS WITHIN THE JOINT PLANNING AREA AND TOWN DEVELOPMENT AREA.** To provide for a full and fair hearing as well as an expeditious review of annexation petitions, the petitioner, the Village President or the Town Chairperson may request a joint meeting of the Village Board and Town Board for review of such petitions. The joint meeting shall be scheduled at a time and location agreed to by the Village President and Town Chairperson, and shall be held within thirty (30) days of the request for a joint meeting. The joint meeting shall include a public hearing during which members of the public may speak on the petitioner's request for annexation.

3.2.1 **Annexation of Property Within Joint Planning Area.** Following consideration of the information presented at the public hearing, and discussion between the Town Board and Village Board, the members of the Town Board present shall vote as to approval or disapproval of the annexation. The vote of the Town Board taken at the joint meeting shall be advisory to the Village Board. If a quorum of the Town Board fails to attend the special joint board meeting, or fails to act at such meeting, the Village may act without further input from the Town Board. Following due consideration of the Town Board's recommendation, and either at the joint board meeting or a later Village Board meeting, the Village Board shall consider and act upon the annexation petition. The Village Board shall make the final decision with respect to the annexation petition. In consideration of such participation, and other good and valuable consideration set forth in this Agreement, the Town waives the right to contest annexations in the Joint Planning Area provided such annexations are approved in accordance with the joint review process described herein.

3.2.2 **Annexation of Property Within The Town Development Area.** Following consideration of the information presented at the hearing, and discussion between the Town Board and the Village Board, the members of the Town Board present shall vote as to approval or disapproval of the annexation and the members of the Village Board present shall vote as to approval or disapproval of the annexation. Motions and votes shall be made and tallied for each Board separately. To be approved, the annexation petition must be approved by a 2/3 vote of the Town Board and a 2/3 vote of the Village Board. In consideration of these heightened approval requirements, and other good and valuable consideration set forth in this Agreement, the Town waives the right to contest annexations approved in accordance with the process described herein.

3.3 **REVIEW OF DEVELOPMENT REQUESTS IN TOWN DEVELOPMENT AREA.** The Town agrees that it shall, before giving preliminary approval to any preliminary plat in the Town Development Area, require the plat's proponent to submit the proposal for review by the Village and its planning, engineering and legal staff to receive comments on storm water, traffic, ground water and other similar impacts. Such comments shall be considered by the Town prior to approval of any such preliminary plat.

- 3.4 **TOWN'S WAIVER OF RIGHT TO CONTEST ANNEXATIONS AND VILLAGE'S WAIVER OF RIGHT TO EXERCISE EXTRATERRITORIAL JURISDICTION.** In consideration of the covenants set forth in this Agreement, and provided that neither the Village nor the Town is in violation of this Agreement, the Village and Town agree to and hereby shall waive the following rights:
- 3.4.1 **Village Waiver.** The Village agrees not to and shall not exercise its extraterritorial jurisdiction ("ETJ") within the Town Development Area, and hereby waives any and all such rights, except that the Village may exercise its extraterritorial rights to enforce the terms of this Agreement or with the express permission of the Town.
- 3.4.2 **Town Waiver.** The Town agrees not to and shall not contest any annexations within the Joint Planning Area and Town Development Area, and hereby waives any and all such rights, provided that all annexation requests in the Joint Planning Area and Town Development Area are reviewed as set forth in this Agreement. (See Sections 3.2.1 and 3.2.2 above.)
- 3.5 **URBAN SERVICES PROVIDED BY EACH COMMUNITY.** Except as otherwise agreed or required by law, the Village and Town acknowledge and agree that each community will continue to be responsible for negotiating and providing urban services to the residents of its community.

SECTION 4. **GENERAL PROVISIONS.**

- 4.1 **NO THIRD PARTY BENEFICIARY.** This Agreement is intended to be solely between the Town and the Village. Nothing in this Agreement accords any third party any legal or equitable rights whatsoever. A non-party shall not have standing to enforce this Agreement.
- 4.2 **ADMINISTRATION OF AGREEMENT.** This Agreement shall be administered on behalf of the Village by the Village President or the Village President's designee, and on behalf of the Town by the Town Board Chairperson or the Town Board Chairperson's designee. The administration of this Agreement shall include the implementation of policies and procedures which will effectuate the purposes and spirit of this Agreement.
- 4.3 **ENFORCEMENT.** This Agreement is intended to provide each party with the right and standing to challenge by court action (including action by *certiorari* or otherwise to declare a governmental act invalid) any act of the other party that violates this Agreement. This Agreement is intended to provide each party with the right and standing to seek any available legal or equitable remedy to enforce or seek damages for the breach of this Agreement. In any action concerning an alleged violation of this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable costs and expenses of litigation,

including reasonable attorneys' fees.

- 4.4 **DURATION OF AGREEMENT; TERM.** Unless otherwise mutually agreed by the Village and Town, this Agreement shall remain in effect for an initial ten (10) year period. The Agreement shall be automatically extended for an additional ten (10) year period unless terminated as provided herein. Either the Village Board or Town Board may terminate the Agreement at the end of the initial ten (10) year period if either adopts a resolution terminating the Agreement no less than ninety (90) days prior to the end of the initial period. No breach or violation of any of the terms of this Agreement by either party shall operate to void or terminate or provide grounds for termination of this Agreement, it being the intent of the parties that any such breach or violation shall only be redressed, enjoined or otherwise remedied by the exercise of any lawful contractual enforcement remedies then available to be used by the aggrieved party to enforce the terms of this Agreement.
- 4.5 **AMENDMENT.** This Agreement may be amended or terminated at any time by written agreement by the governing bodies of both parties.
- 4.6 **COMPLETE AGREEMENT.** This Agreement represents the entire integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral.
- 4.7 **ENFORCEABILITY.** The parties have entered into this Agreement under the authority granted by sections 66.0301 and 62.23(7a) of the Wisconsin Statutes. Its enforceability will not be affected by changes in the forms of Village or Town government, or changes in elected officials. The parties agree that this Agreement shall be construed so as to be binding on their respective successors, agents and employees.
- 4.8 **NO WAIVER.** The failure of any party to require strict performance with any provision of this Agreement will not constitute a waiver of the provision or of any of the parties' rights under this Agreement. Rights and obligations under this Agreement may only be waived or modified in writing. A writing waiving a right must be signed by the party waiving the right. If an obligation of a party is being waived or released, the writing must be signed by all affected parties. Waiver of one right, or release of one obligation, will not constitute a waiver or release of any other right or obligation of any party. Waivers and releases will affect only the specific right or obligation waived or released and will not affect the rights or obligations of any other party that did not sign the waiver or release.
- 4.9 **PERFORMANCE STANDARD.** This Agreement requires the parties to act or to refrain from acting on a number of matters. The parties hereby acknowledge that this Agreement imposes on them a duty of good faith and fair dealing.

4.10 **SEVERABILITY.** The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

Approved by the Town Board of the Town of Oakland by a vote of ____ for and ____ against on this _____ day of _____, 2006.

TOWN OF OAKLAND

By: _____
Vernon T. Davis, Town Chairperson

Attest: _____
Veronica Heenan, Town Clerk

STATE OF WISCONSIN

COUNTY OF DANE

Personally came before me this _____ day of _____, 2006, the above named Vernon T. Davis, Chairperson of the Town of Oakland and Veronica Heenan, Town Clerk of the Town of Oakland, to me known to be the persons and officers who executed the foregoing instrument and acknowledged the same on behalf of the Town.

Notary Public, State of Wisconsin
My commission expires:

Approved the Village Board of the Village of Cambridge by a vote of ____ for and ____ against on this _____ day of _____, 2006.

VILLAGE OF CAMBRIDGE

By: _____
Donn Trieloff, Village President

Attest: _____
April Little, Village Clerk

STATE OF WISCONSIN

COUNTY OF DANE

Personally came before me this _____ day of _____, 2006, the above named Donn Trieloff, Village President of the Village of Cambridge and April Little, Village Clerk of the Village of Cambridge, to me known to be the persons and officers who executed the foregoing instrument and acknowledged the same on behalf of the Village.

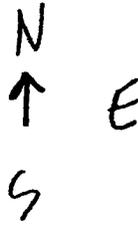
Notary Public, State of Wisconsin
My commission expires:

Drafted on behalf of the Village of Cambridge by:
Constance L. Anderson, Esq.
Anderson & Kent, SC
1 North Pinckney Street, Suite 200
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canderson@andersonkent.com

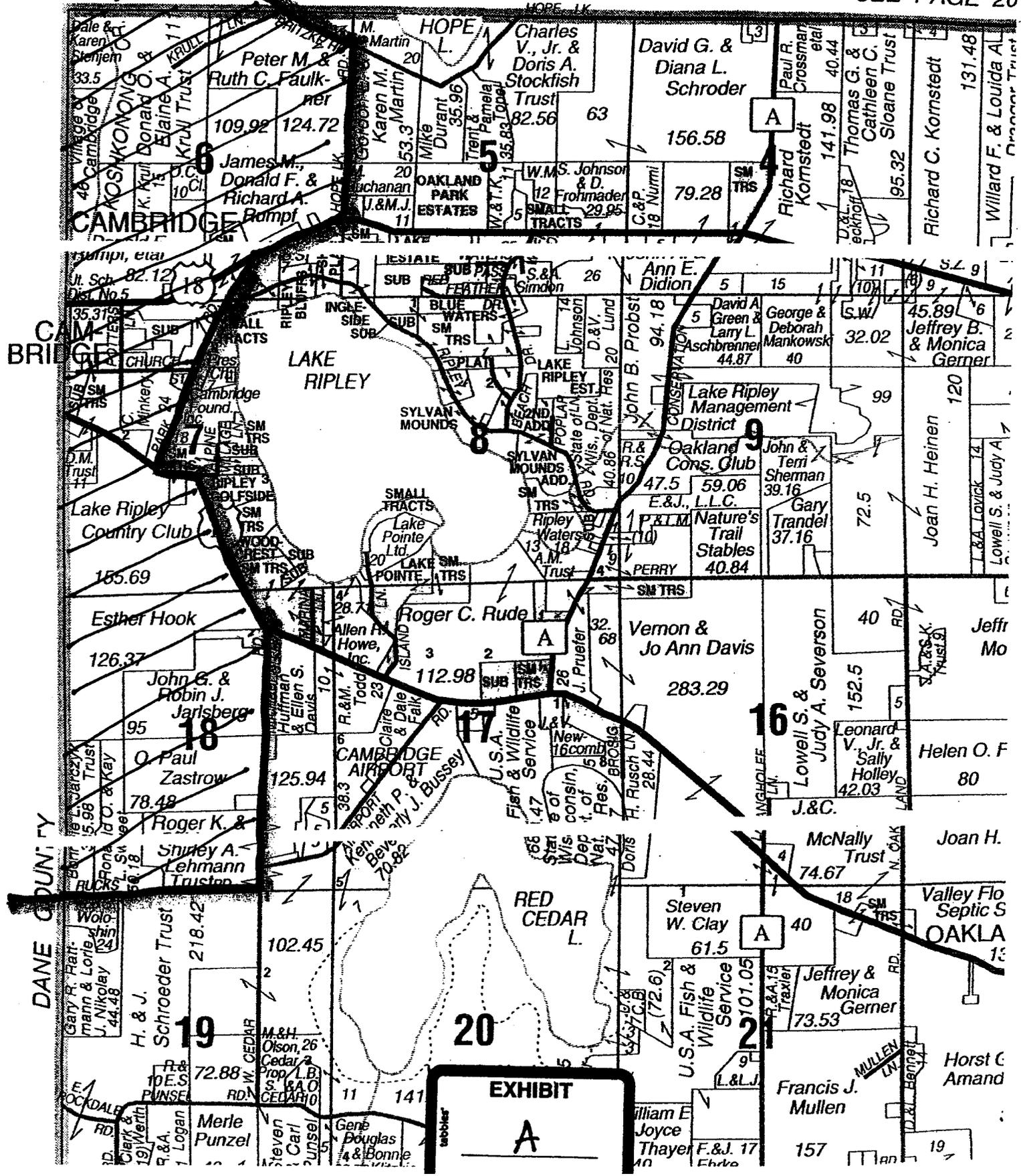
OAKLAND

JOINT PLANNING AREA

JOINT PLANNING LINE

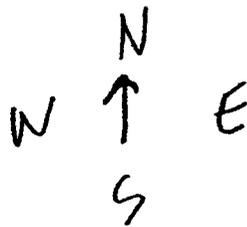


SEE PAGE 20



JOINT PLANNING LINE

TOWN DEVELOPMENT AREA



SEE PAGE 20

OAKLAND

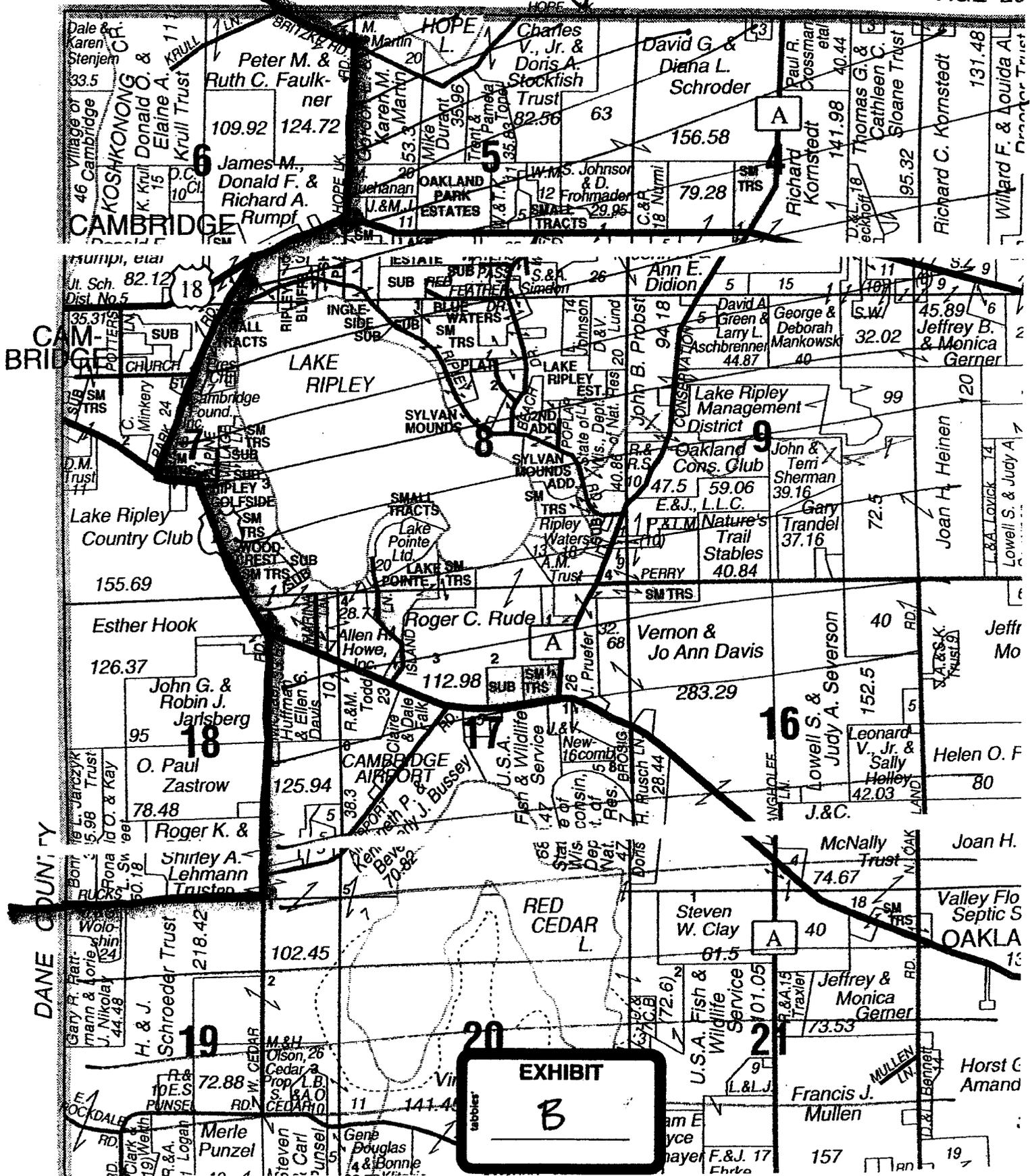


EXHIBIT
B