

**CITY OF VERONA AND TOWN OF VERONA
INTERGOVERNMENTAL AGREEMENT**

**UNDER SECTION 66.0301, WISCONSIN
STATUTES**

Dated: June 20, 2016

DRAFT

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DRAFT

CITY OF VERONA AND TOWN OF VERONA

INTERGOVERNMENTAL AGREEMENT

UNDER SECTION 66.0301, WISCONSIN STATUTES

The **CITY OF VERONA**, a Wisconsin municipal corporation with offices at 111 Lincoln St., Verona, Wisconsin 53593 (hereinafter "**City**"), and the **TOWN OF VERONA**, a Wisconsin municipality with offices at 335 N. Nine Mound Rd., Verona, Wisconsin 53593 (hereinafter "**Town**"), enter into this Intergovernmental Agreement, hereinafter "Agreement", under authority of Section 66.0301, Wisconsin Statutes.

WHEREAS, Section 66.0301, Wisconsin Statutes, authorizes municipalities to jointly exercise powers delegated to them and, thereby, to make certain agreements concerning the boundary lines between themselves; and,

WHEREAS, the City and the Town desire to enter into a formal structure to define and make predictable the following matters:

- (a) That some specified boundary lines may not be changed during the term of this Agreement.
- (b) That boundary line changes shall be subject to the occurrence of conditions set forth in this Agreement.

This Agreement is organized around all of the options above; and,

WHEREAS, on April 2, 2015 and the April 13, 2015, the Town and the City respectively adopted resolutions authorizing the preparation of a boundary agreement; and,

WHEREAS, the Town surrounds the City on almost all sides and the City and Town have joint concerns regarding their borders.

The City's long-term growth and development plans envision continued development in a logical and well-planned fashion.

The Town desires to protect, indefinitely, portions of its area as Town jurisdiction and allow for some additional rural development.

The City desires that all other development shall occur in the City, served by all City municipal services and in compliance with all applicable City development standards.

The City and the Town desire to assure that all development which may ultimately become part of the City occur in a manner which is compatible with City development standards.

The Town desires to protect and enhance the tax base of the Town and its citizens as the City grows and the City desires to have adequate land for additional well-planned urban development.

The City and Town both desire that provisions be made for the timing and location of future urban development so that the eventual City-Town border is well-planned, with compatible development on both sides.

To attain the objectives of both the City and Town and to provide for mutual peace and cooperation beneficial to citizens in both communities, the City and Town enter upon this boundary agreement; and,

WHEREAS, the City and Town desire to enter into an agreement for the purposes of establishing a long-term boundary, limiting the City's extraterritorial land subdivision review, official mapping, and annexation beyond the boundary line, assuring orderly growth and development to City standards with the full range of municipal services within the boundary line, protecting Town owners outside of defined growth areas from annexations against their will, facilitating annexation of other lands at the will of the owners without threat of lawsuits and to implement that long-term boundary; and

WHEREAS, this Agreement between the City and Town is intended to enable the parties to determine their respective boundaries and to guide and accomplish a coordinated, well-planned and harmonious development of territory covered by the Agreement; and

WHEREAS, this Agreement does not alter the exercise of Dane County zoning, land subdivision review and general powers of Dane County in the Town ; and

WHEREAS, this Agreement does not alter the exercise of Extra-Territorial Jurisdiction (ETJ) authority by the City of Madison and the City of Fitchburg, whose ETJ areas include portions of the Town; and

WHEREAS, it is the intention of the City and Town that this Agreement be a binding and enforceable contract.

WITNESSETH:

The City of Verona and Town of Verona enter into this Agreement under authority of Section 66.0301, Wisconsin Statutes, as set forth below:

**SECTION 1
PARTICIPATING MUNICIPALITIES**

This Agreement applies to the City of Verona and Town of Verona, located in Dane County, in south central Wisconsin, which respective boundaries are shown on Exhibit 1.

**SECTION 2
CONTACT PERSON**

All formal communication to this Agreement shall come from:

For the City of Verona:
City Administrator
Verona City Hall
111 Lincoln Street
Verona, Wisconsin 53593
608-845-6495

For the Town of Verona:
Town Planner/Administrator
Verona Town Hall
335 N. Nine Mound Road
Verona, Wisconsin 53593
608-845-7187

**SECTION 3
TERRITORY SUBJECT TO THE AGREEMENT**

The territory subject to this Agreement is the Town of Verona, Dane County, which is Town 6 North, Range 8 East of the public land survey of the State of Wisconsin. This Agreement acknowledges that the City of Madison, City of Fitchburg, and Dane County have land use controls in some portions of the Town and does not affect other zoning and extraterritorial jurisdictional powers outside those of the City of Verona's extraterritorial jurisdictional area.

SECTION 4 ISSUES, PROBLEMS, OPPORTUNITIES

The City and the Town adopt this Agreement in response to a number of issues which have arisen. Dane County is one of the fastest growing counties in Wisconsin and viewed as a desirable location nationwide. The relocation of Epic Systems Inc. into Verona, in 2005, has contributed to significant growth in both the Verona area and Dane County as a whole. For the Town this means the likely continued purchase of land in the Town by Epic, future annexations for municipal development, and more pressures on Town infrastructure. For the City this means more demand for residential and commercial development in support of Epic, the need to annex more land from the Town, and pressures on City infrastructure and services. Further, growth pressure on the Town and City will increase as the result of the planned reconstruction of County Highway PD and County Highway M.

The Town and City wish to adopt policies designed to respond to these growth pressures in an attempt to manage the growth so that it proves to be a benefit to the community rather than a detriment. This Agreement addresses issues and problems and creates opportunities as noted in the subsections below:

4.01 Maintain Positive Relationships Between The City and Town Through Defining Boundaries.

The Town of Verona and City of Verona have a complicated relationship due to the geographic arrangement of the City being in the center of the Town. Many residents are unaware that there are two different governments because of the proximity of the two jurisdictions. The City offers Town residents access to businesses and services, and the Town offers City residents access to pastoral views, natural resources and recreational sites, and adds to the quality of life of the greater Verona area.

The two jurisdictions benefit from the sharing of the cost of some public services. The Town contracts for fire protection from the City, and the City and the Town share an EMS district with the City of Fitchburg. In addition, both jurisdictions are part of the Verona Area School District, which is highly regarded and attracts residents to the Verona area. The Town and the City believe that entering into an Agreement will create certainty as to the future relationship between the communities and avoid animosity which otherwise might diminish the good relationship they enjoy.

4.02 Assure Orderly Development of City and Town Lands Within the Planning Area.

The Town's vision is to remain predominately rural while still allowing for some growth without the expansion of sewer and water service within the Town. The City's vision is to build in a relatively compact urban fashion while supporting its

downtown and promoting infill and redevelopment. Both jurisdictions hope to promote economic growth while preserving natural resources and a high quality of life for their residents.

This agreement outlines where the City is likely to expand in the short and long terms, where the Town will be allowed to develop, where Town neighborhoods will be allowed to remain, and what lands will remain undeveloped. Having this common understanding will allow both jurisdictions to plan better, have a predictable tax base, and avoid conflict as growth occurs.

The Town does not believe that it is economical for the Town to provide a full range of urban services to high-density urban development. The Town and City agree that the predominant share of population growth in this area can best be accommodated in higher density residential subdivisions served by urban services including municipal water and sewer.

Capital infrastructure improvements typically require a planning, design and construction timeline of several years in length. This Agreement will enable the City and Town to confidently plan and design for future roadway and utility expansions where appropriate. The timely extension of such public infrastructure and the orderly phasing of urban growth and development will be enhanced by this Agreement.

4.03 Promote Preservation of Rural Character and Natural Resources

The Town and the City agree that the Town's rural character, including farmland, woodlands and wetlands, is a valuable asset to the entire Verona community, and that unrestrained development can destroy this asset. This agreement is intended to allow for development in appropriate areas, both in the City and the Town, while preserving many of the Town's productive agricultural lands, desirable scenic views and/or important habitats for native plants and animals.

The Sugar River is a major natural resource that adds to the appeal of both the Town and the City. This agreement identifies buffer areas and aims to limit impacts on the river. By carefully outlining where growth is appropriate and where it should be limited, open space can be more conscientiously protected.

4.04 Establish A Mechanism for Joint Planning and Zoning.

In the Town, zoning control is currently under the authority of Dane County while the Wisconsin Department of Natural Resources, in conjunction with the Capital Area Regional Plan Commission approves extensions of public sanitary sewers. The Town may opt to share a zoning code with other Towns or with the City. The Town and the City can benefit from agreed upon local land use controls that support City and Town goals. Town and City officials would benefit from shared local decision making and ultimately better land use decisions would be made.

If requested by the Town, the City and Town shall cooperate to establish joint zoning regulations in the City of Verona extraterritorial area of the Town. The two jurisdictions would develop a zoning code for the extraterritorial area which would meet the goals of both the City and the Town.

This Agreement also provides for joint planning and cooperation in the management and control of storm water in order to protect sensitive waterways from the impacts of development. The City and Town believe that this Agreement provides a mutually beneficial framework for joint discussions and planning; and that it will lead to a reduction in adversarial tension and promote intergovernmental cooperation, planning and problem solving, for more efficient delivery of municipal services.

4.05 Establish Agreed Upon Patterns of Growth.

Exhibit 2 to this Agreement designates the boundaries of various planning areas based on the expected type of development within each area. Without provision of urban services of municipal sewer and water, new development in the Town within the City Growth Area (Area A) could result in a patchwork of non-compact and inefficient land uses. The Town agrees to prohibit or restrict urban development in the City Growth Area (Area A) and to permit this area to be annexed to the City and developed to City standards served by a full range of City urban services and facilities. The Town will be better able to focus upon planning for and serving lower density areas in the Town Protected Area (Area C). City development of the City Growth Area (Area A) will promote a more uniformly compact, economical and orderly urban development under a single jurisdiction. In the City-Town Interest Area (Area B), the City and Town agree to limit rural development that would make it difficult to efficiently extend urban services to that area in the future.

4.06 Provide A Full Range of Urban Services Available to Areas of Town Annexed to City.

Municipal sewer and water, storm water, and transportation infrastructure will be timely constructed by the City to serve new urban development within the City Growth Area (Area A) and City-Town Interest Area (Area B). These facilities will enhance public health through protection of ground and surface waters and enhance public safety through availability of sufficient fire suppression water flows and adequate transportation systems. These public health and safety amenities will enhance the quality of life for both Town and City properties within these areas.

SECTION 5 DEFINITION OF PLANNING AREAS

This Agreement includes the definition of several areas of the Town with each having different long range goals and policies for growth. These areas are identified in Exhibit 2 and described below:

5.01 - City Growth Area (Area A): Primary City growth area including land immediately adjacent to the City boundary as it exists on the date of the Agreement. This includes areas identified on the Future Urban Growth map in the City of Verona Comprehensive Plan.

5.02 – City-Town Interest Area (Area B): Area of potential future City growth include areas identified on the Future Urban Growth map in the City of Verona Comprehensive Plan that is not included in the City Growth Area (Area A) and areas the City envision as having higher potential for municipal development in the future. The City-Town Interest Area also includes additional land that may be feasible to economically serve with urban services in the mid to long-term.

5.03 – Town Protected Area (Area C): Includes areas that will remain under Town jurisdiction, with uses to be determined by the Town Comprehensive Plan. These areas are generally not anticipated for future City growth or urban development due to environmental and service constraints.

5.04 – Town Neighborhoods (Area D): Existing Town neighborhoods that are located outside of the Town Protected Area and which are anticipated to remain as part of the Town.

SECTION 6 DEFINITIONS

For the purposes of this Agreement:

- (a) “Extraterritorial Jurisdiction” means the extraterritorial plat approval jurisdiction of the City as defined by Wisconsin State Statute 236.02(5).
- (b) "Develop" or "development", refers to division of land, or construction of more than one principal structure on a parcel of land, or rezoning of a parcel to a more intense zoning classification. Use or division of land owned by the Town or City for governmental purposes does not constitute development.
- (c) “Urban development” means development similar in character, intensity and use to what is currently found in the City of Verona. It may include residential, commercial, and/or industrial uses and is typically served by the full range of public services, including municipal sewer and water.

“Rural development” means development similar in character, intensity and use to what is currently found in the Town of Verona. It may include residential, agricultural, and limited commercial uses. Rural development features larger lots that allow more space between homes and can safely accommodate private well and wastewater treatment systems.

(d) "Exhibits" referred to in this Agreement are attached to the Agreement and incorporated as part of the Agreement.

SECTION 7 CURRENT LAND USE AND PHYSIOGRAPHIC CONDITIONS OF THE TERRITORY INCLUDED IN THE AGREEMENT

7.01 Territory Subject. The territory subject to this Agreement is the Town of Verona, Dane County, which is Town 6 North, Range 8 East of the public land survey of the State of Wisconsin.

7.02 Current Land Use Plans. Certain lands included in the City Growth Area (Area A) and City-Town Interest Area (Area B) are included in adopted City neighborhood development plans. These neighborhood development plans include a description of existing conditions within each of these planned neighborhoods at the time the plans were prepared. The existing conditions section of these plans provides a narrative summary of existing land uses, zoning, topography and natural features, stormwater drainage, and site analyses. Each of the neighborhood development plans include a series of maps summarizing existing conditions and growth and development problems and opportunities.

The land use plans covering the boundary adjustment area include:

1. The Town of Verona Comprehensive Plan
2. The City of Verona Comprehensive Plan
3. The City of Verona North Neighborhood Plan
4. The City of Verona Southwest Neighborhood Plan
5. The City of Verona Southeast Neighborhood Plan

The adopted City Neighborhood land use plans guide the City’s growth and development and extension of urban services within each of the neighborhoods.

The City adopted a Comprehensive Plan in September, 2009 and the Town of Verona adopted a Comprehensive Plan in October, 2006. The Town of Verona is updating its plan in 2016/2017 and will design that plan to reflect the policies in

this agreement. These plans provide a general description of the physiographic conditions within the City and Town, a demographic profile, household characteristics, population projections and a summary of existing and proposed land uses.

SECTION 8 PROVISIONS FOR LAND USES AND DELINEATION OF THE BOUNDARIES BETWEEN THE TOWN AND THE CITY

8.01 Restrictions. The following conditions and restrictions shall govern the use of land and the actions of the Town and the City in the respective Areas, as herein described. These restrictions pertain to certain decisions or reviews concerning rezonings, conditional use permits, subdivision plats, certified survey maps and any other land use regulation, which are known in this section as “Development Proposals.” The parties agree and acknowledge that the establishment of Areas A, B, C, and D within this Section 8, and the restrictions applicable to each Area, are critical to this Agreement. Any action taken by the City or the Town that conflict with this Section 8 would substantially undermine the boundaries established by, or anticipated to be established by, this Agreement.

8.02 Area A: City Growth Area. Area A is designated as the primary growth area of the City in the Town for the term of this Agreement. The parties acknowledge that the territory within the City Growth Area is likely to be developed with comprehensive urban services, including but not limited to, sanitary sewers, and municipal water in conformance with the City’s Comprehensive Plan. This area shall be regulated by the Town in a fashion which will avoid conflicts with future urban development. The Town and City agree to the following provisions applicable to Area A:

- (a) Lands may be annexed to the City only upon the unanimous consent of the owners of the lands, exclusive of any right-of-way that may be annexed. Such annexations will need to be contiguous to the City but may create Town islands. Such annexations shall include the entire width of highway rights-of-way abutting the lands annexed. The Town shall not oppose, nor support opposition to, annexation consistent with the terms of this Agreement.
- (b) When requests are made for approval of any Certified Survey Map (CSM), subdivision plat, or initiation of development that will result in the creation of any urban or rural development, where the CSM, plat, or development does not include an annexation to the City, the following standards shall apply:
 - Every lot shall be subject to a minimum lot size requirement of thirty-five (35) acres. Notwithstanding this provision, a lot which is at least thirty-five (35) acres may be divided one (1) time to create

an additional lot with a minimum lot size of one (1) acre. The City may, at its sole discretion, grant an exemption to the minimum lot size requirement based on the standards in the City's Extraterritorial Plat Approval Jurisdiction Ordinance.

- Subject to the bullet-point immediately preceding above, the CSM, plat or development shall not create any additional building sites.
- The CSM, plat, or development must be served by a publicly dedicated road built in accordance with the City's Subdivision Regulations, unless said requirement is waived or modified by the City.
- The City may require that an annexation agreement be executed with the City which requires the property owner and successor owners to annex the affected parcel(s) when the parcel(s) become contiguous with the City.

(c) The Town agrees that it shall not take any action that conflicts with this Section 8.02 or undermines Area A being a primary growth area for the City. Among other actions, the Town shall not approve, and shall oppose any application before Dane County for, any lot splits, land divisions, or rezones in land located within Area A unless the Joint Planning Committee has approved the lot split, land division, or rezone pursuant to Section 10.

(d) The Town agrees to not interfere with or object to the City applications to extend its Urban Service Area to land located in Area A consistent with this Agreement.

8.03 Area B: City-Town Interest Area. The Town and the City agree that the territory located in Area B is an area in which full urban development may occur under the provisions of this Agreement. The parties acknowledge that all of land within Area B is not likely to be developed at urban densities within the term of this Agreement but may be developed in the future. While this area is designated for potential future City growth, interim and long-term Town development that does not conflict with City expansion may be permitted. The Town and City agree to the following provisions applicable to Area B:

(a) Lands may be annexed to the City only upon the unanimous consent of the owners of the lands, exclusive of any right-of-way that may be annexed. Such annexations will need to be contiguous to the City but may create Town islands. Such annexations shall include the entire width of highway rights-of-way abutting the lands annexed. An annexation of land that is not otherwise contiguous to the City shall include the annexation of the entire road right-of-way connecting the property to the City. The Town shall not oppose, nor support opposition to, annexation consistent with the terms of this Agreement.

(b) When requests are made for approval of any Certified Survey Map (CSM), subdivision plat, or initiation of development that will result in the creation of any urban or rural development, where the CSM, plat, or development does not include an annexation to the City, the following standards shall apply:

- The property owner and/or developer shall prepare and submit a conceptual development plan for the relevant area within which the CSM, plat or development is proposed. A finding shall be made by the City that the CSM, plat, or development is consistent with the City's adopted Comprehensive Plan, or can be made consistent with the addition of appropriate conditions. The City may waive the conceptual development plan requirement, at its sole discretion, based on the size and scope of the proposal.
- Parcels must be designed in such a manner that future land divisions may be possible relative to creating additional residential building site(s), unless this requirement is waived and/or modified by the City.
- The CSM, plat, or development must be served by a publicly dedicated road built in accordance with the City's Subdivision Regulations, unless said requirement is waived or modified by the City.

(c) The Town agrees that it shall not take any action that conflicts with this Section 8.03 or undermines Area B being a future growth area for the City. Among other action, the Town shall not approve, and shall oppose any application before Dane County for, any lot splits, land divisions, or rezones in land located within Area B unless the Joint Planning Committee has approved the lot split, land division, or rezone pursuant to Section 10.

(d) Where property in Area B will be annexed into the City, the City agrees that it shall, before giving approval to any preliminary plat in such area, require the plat's proponent to submit the proposed plat for review by the Town's planning and engineering staff to receive the Town staff's comments on stormwater, traffic, groundwater impacts, and other potential issues associated with the proposed land division.

(e) The Town agrees to support, and not interfere with or object to the City applications to extend its Urban Service Area to land located in Area B consistent with this Agreement.

8.04 Area C: Town Protected Area. The Town and the City agree that the territory in Area C will remain in the Town during the term of the Agreement unless otherwise agreed to by the Town. Appropriate rural development may take place within this area consistent with the Town's Comprehensive Plan and the

provisions of this Agreement. The Town and City agree to the following provisions applicable to Area C:

- (a) The City agrees to not annex land nor to extend urban services to land located in Area C without the permission of the Town Board.
- (b) The Town reserves the right to permit development with private septic systems on lands within Area C, provided the development is consistent with the Town's Comprehensive Plan. The Town agrees to submit updates to its Comprehensive Plan to the City for review and comment prior to adoption in an effort to promote coordinated planning for development and rural preservation.
- (c) The Town agrees that it shall, before giving approval to any preliminary plat in such area, require the plat's proponent to submit the proposed plat for review by the City's planning and engineering staff to receive the City staff's comments on stormwater, traffic, groundwater impacts, and other potential issues associated with the proposed land division. A reasonable timeframe for submittal and feedback will be established.

8.05 Area D: Town Neighborhoods. Several designated Town Neighborhoods exist within Areas A and B as shown on Exhibits 3 and 4. The Town and City agree that these neighborhoods will remain in the Town during the Term of the Agreement unless a sufficient number of residents seek annexation by the City. The Town and City agree to the following provisions applicable to Area D:

- (a) The City agrees not to annex land located in Area D unless (i) the owners of 80% of the parcels within a specific Town Neighborhood petition for annexation by the City. The 80% vote would be made up of one vote per land area under one ownership.
- (b) Any annexations of land located in Area D must be contiguous to the City and shall include the entire designated Town Neighborhood.
- (c) The Town agrees that it shall not take any action that conflicts with this Section 8.05. Among other action, the Town shall not approve, and shall oppose any application before Dane County for, any lot splits, land divisions, or rezones in land located within Area D unless the Joint Planning Committee has approved the lot split, land division, or rezone pursuant to Section 10.
- (d) The Town will not rezone or approve further land division, or recommend similar actions by Dane County, for land located in Area D without first obtaining approval from the Joint Planning Committee detailed in Section

8.06 Annexation and Maintenance of Roads. If an annexation creates a City or Town island, the parties shall negotiate, prepare and execute an Road Maintenance Agreement specifying the responsibilities for maintenance of the roads in a fashion which minimizes the inefficiency which otherwise might result from split responsibility for a length of roadway.

8.07 Dane County Actions. The parties recognize that Dane County has certain authority in land use planning and regulation which neither party can control. However, each party agrees to oppose actively any decisions or actions by Dane County which are inconsistent with the provisions of this Agreement.

SECTION 9 EXTRATERRITORIAL AUTHORITY OF THE CITY

The City has been granted certain authority to adopt zoning ordinances applying to lands within one and a half miles outside of its corporate limits by sec. 62.23 (7a), Wis. Stats. The City may engage in comprehensive planning, official mapping, or other land use planning within that area. Further, the City has the power to review proposed land divisions within that one and a half miles area by sec. 236.02(5) and 236.10 (1)(b), Wis. Stats. In order to further the cooperative purposes of this Agreement and provide for orderly and efficient development of land, the City agrees as follows:

9.01 The City is currently a Class 4 City with applicable extraterritorial authority. The City may at a future date become a Class 3 City which will result in a larger extraterritorial plat review jurisdiction area. Both parties acknowledge that a larger extraterritorial review area could result in more consistent policies in the Town and offer the potential for a shared zoning code. The City and Town may, by agreement, utilize the City's authority to zone lands in the Town for the purpose of providing better and more responsive zoning of lands located with the extraterritorial areas of the City. Absent such an agreement, the City will not enact any interim ordinance under §62.23(7a)(b), Wis. Stats.

9.02 The City shall not exercise its extraterritorial plat approval jurisdiction over any land in the Town Protected Area (Area C) unless requested by the Town.

9.03 The City may exercise its extraterritorial plat approval jurisdiction over any land in the City Growth Area (Area A), City-Town Interest Area (Area B) or Town Protected Neighborhoods (Area D) to assure that the terms of this Agreement are enforced for lands located in these areas.

9.04 With respect to the areas denoted in section 9.03, the Town agrees that it shall, before giving approval to any preliminary plat in such area, require the plat's proponent to submit the proposed plat for review by the City's planning and engineering staff to receive the City staff's comments on stormwater, traffic,

and groundwater impacts of the proposed land division. A reasonable timeframe for submittal and feedback will be established.

SECTION 10
JOINT PLANNING COMMITTEE CREATED

The City and the Town shall create a Joint Planning Committee to review and take action on lot splits, land divisions, and rezones for land remaining in the Town and located in Areas A, B, and D. The Joint Planning Committee shall be comprised of the Mayor or his or her designee of the City of Verona, the Chair of the Town of Verona Board of Supervisors or his or her designee, two appointees from the City of Verona, and two appointees from the Town of Verona, one of which would be a Plan Commissioner. To be approved by the Joint Planning Committee, a proposed lot split, land division, or rezone must receive a majority of votes for approval by the majority of committee members in attendance. The Town shall not approve, and shall oppose any application before Dane County for, any lot splits, land divisions, or rezones in land located within Areas A, B, and D, unless the Joint Planning Committee has approved the lot split, land division, or rezone pursuant to this Section 10. The Joint Planning Committee shall convene as needed, though typically not more than once per month, to act on development proposals as described in this Agreement.

SECTION 11
TAXES AND REVENUE SHARING UPON ANNEXATION

Per State Statute 66.0217 (14) Town property taxes must continue to be paid for five years after the land is annexed into the City. Should the City or other tax exempt body annex land into the City, the same policy would apply.

SECTION 12
NEW AND AMENDED CITY AND TOWN PLANS

12.01 The City and the Town agree to amend their respective Comprehensive Plans to be consistent with the terms of this Agreement. The Town and City each agree to share and collaborate with staff from each respective community when amending a comprehensive plan. Involvement may include providing feedback on elements of the comprehensive plan relating to this Agreement to ensure City and Town plans are consistent with this Agreement.

12.02 Within the City Growth Area (Area A) and City-Town Interest Area (Area B) on Exhibit 2, the City agrees to consult with Town and with property owners of these areas before City adoption of detailed City neighborhood development plans.

12.03 The Town and City agree not to amend a comprehensive plan such that it would be inconsistent with this Agreement, unless that provision is explicitly approved by action of the other party's Board or Council.

SECTION 13 STORMWATER MANAGEMENT IN THE UPPER SUGAR RIVER WATERSHED

The water resources represented by the basin of the Badger Mill Creek and Sugar River in the Town and the City is of substantial importance to both communities as a source of groundwater recharge, a recreational and physical asset, and in surface water management. Protection and effective management of this resource is complicated by the fact that the Upper Sugar River Watershed lies in both jurisdictions, and hence, requires cooperative efforts to assure effective resources management programming.

Based on the importance of stormwater management, erosion control, and infiltration in this watershed City and Town agree to:

13.01 Work with the Wisconsin Department of Natural Resources to incorporate best Management Practices for stormwater management into City and county ordinances, which apply in the Town, and into the review of development proposals, including but not limited to measures to enhance infiltration and water quality.

13.02 Require stormwater management plans for all development proposals in this watershed that meet or exceed the thresholds in Section 14.51 of the Dane County Erosion Control and Stormwater Management Ordinance, including on-site stormwater detention in such plans where appropriate.

13.03 Work with the U.S. Geological Survey, the Capital Area Regional Planning Commission, and other interested entities to identify, officially map, acquire title or development rights, and/or preserve and restore areas that would provide particular infiltration and water quality benefits in this watershed.

SECTION 14 ICE AGE TRAIL CORRIDOR

The Ice Age National Scenic Trail is an important natural and recreation resource located in the Town and City of Verona. The Town and City agree in concept with the goal of establishing the permanent preservation of undeveloped green space corridors to provide connections to existing segments of the Ice Age Trail as depicted in Exhibit 5. The desired corridors will be generous in width and will retain a rural, natural character through or around any proposed development. The Town and City and agree to work cooperatively and in concert with Dane County, the City of Madison, the Ice Age Trail Alliance, property owners, and

other appropriate agencies and organizations to implement this recommended permanent open space and trail corridor.

SECTION 15
PRESERVATION OF FARMLAND RESOURCES AND CHARACTER

The Town of Verona has been a farming community since its inception, and the rural character of the Town is an asset to both the Town and City. The Town agrees to prioritize the preservation of farmland in portions of the Town that are conducive to farming. The City agrees to consider impacts on farmland and potential conflicts with rural activities such as open burning and animal husbandry when approving new urban development.

SECTION 16
TERM OF AGREEMENT AND DISCUSSIONS FOR SUCCESSOR

16.01 This Agreement covers governmental actions of both parties taken during an initial ten-year period, commencing on the date of the Agreement. The Agreement will not renew unless the City and the Town each take formal action to renew the Agreement prior to the expiration.

16.02 The City and the Town agree that they shall, not less than two (2) years prior to the expiration of this Agreement, commence discussions for a successor boundary Agreement and Agreement which shall address land uses and other issues of joint concern under the circumstances then existing between the communities.

SECTION 17
BOUNDARY ADJUSTMENT AREA AS LONG-TERM BOUNDARY
BETWEEN CITY OF VERONA AND TOWN OF VERONA

17.01 Long Term Boundary. The limits of the City bordering the Town, as expanded during the term of this Agreement through the annexation and development of Area A and Area B, shall constitute the long-term boundary between the City and Town. The City, as provided in Sections 8.02 and 8.03 of this Agreement, may annex areas within Area A and Area B and, if in conformity with the terms of Sections 8.05 of this Agreement, may also annex areas within Area D. The City will not annex during the term of this Agreement, and hereby waives its right to annex portions of the Town located in Area C, except with the approval of the Town Board.

SECTION 18
NO CHALLENGES TO THIS AGREEMENT; REMEDIES

18.01 Challenge to Agreement.

(a) Both the City and Town waive any and all rights each may have to commence or maintain any civil action or other proceeding to contest, invalidate or otherwise challenge this Agreement or any of the actions required or contemplated by this Agreement, or to take any actions, either directly or indirectly, to oppose in any other way, or to initiate, promote or support the opposition of this Agreement or any of the actions required or contemplated by this Agreement.

(b) In the event of a court action by a third party challenging the validity or enforceability of the Agreement or any of its provisions, both the City and Town shall fully cooperate to vigorously defend the Agreement.

1. If only the City or the Town is named as a party to the action the other shall seek to intervene and the named party shall support such intervention.
2. No settlement of such an action shall be permitted without the approval of the governing bodies of both the City and Town.
3. The cost to defend the Agreement shall be shared equally. The Joint Plan Committee shall choose the legal counsel to represent the parties.

(c) A challenge to the Agreement by either the City or Town, or a failure to vigorously defend the Agreement, constitutes a breach of the Agreement.

18.02 Remedies. In the event of a breach of this Agreement,

(a) Either the City or Town may seek specific performance of this Agreement in addition to any other remedies available at law or in equity.

(b) The breaching municipality shall pay the other's attorney fees reasonably incurred in litigation seeking remedies for the breach.

(c) If the breach involves development or an annexation or a challenge to an annexation, all taxes, assessments and other revenues realized by the breaching municipality from the subject property during the remaining term of the Agreement shall be paid to the other municipality to the extent of its mill rate for the relevant time periods. Utilities, special assessments and other non-general taxes shall not be affected.

18.03 Mediation. In the event that the parties are unable to resolve a dispute as to the meaning or application of this Agreement, or either party believes there

has been a breach by the other party, the parties shall participate in mediation of the dispute. The mediator shall be an impartial individual chosen jointly by the parties. The parties shall attempt in good faith to avoid the need for litigation of disputes through mediation. This paragraph, however, does not preclude either party from instituting litigation if necessary in the opinion of the party for the protection of the party's interests.

SECTION 19 AMENDMENT

This Agreement may be amended by the approval of a written amendment by the parties.

SECTION 20 GOOD FAITH AND FAIR DEALING

The City and the Town hereby acknowledge that this Agreement imposes upon each of them a duty of good faith and fair dealing in its implementation. Both the City and the Town agree that they will not enter into boundary agreements or other agreements with third parties that are inconsistent with, or that conflict with, the terms of this Agreement.

SECTION 21 INVALID OR INEFFECTIVE ORDINANCE

In the event that any Ordinance, including but not limited to annexation and Zoning Ordinances, which parties are required or entitled to enact and/or enforce by this Agreement is adjudged by any court of competent jurisdiction to be invalid or ineffective, in whole or in part, the City and Town shall promptly meet to discuss how they might satisfy the intent of this Agreement by alternative means, including, without limitation, enacting another ordinance designed to satisfy the court's objections. The Town and City shall use their best efforts to find, design and implement a means of successfully accomplishing the intent of this Agreement. If necessary, they shall negotiate appropriate amendments of this Agreement to maintain, as closely as possible, the original terms, intent and balance of benefits and burdens of this Agreement. In the event they are not able to reach Agreement in such situation, either the City or Town may, by thirty (30) days written notice to the other, require submission of such dispute to an impartial mediator, to be mutually selected during such thirty (30) day period, for mediation as provided in subsection 17.03 of this Agreement.

**SECTION 22
IMPLEMENTATION**

Town and City shall each take such actions as may be necessary or desirable to implement and effectuate the provisions and intent of this Agreement.

**SECTION 23
MISCELLANEOUS INTERPRETATION**

23.01 References. Any references in this Agreement to any particular agency, organization or officials shall be interpreted as applying to any successor agency, organization or official or to any other agency, organization or official to which contemplated functions are transferred by statute or ordinance. Any references in this Agreement to any particular statute or ordinance shall be interpreted as applying to such statute or ordinance as recreated or amended from time to time.

23.02 Section Titles. Section and subsection titles in this Agreement are provided for convenience only and shall not be used in interpreting this Agreement.

23.03 Governing Law. This Agreement shall be governed by, construed, interpreted and enforced in accordance with the laws of the State of Wisconsin.

23.04 Interpretation. If any term, section or other portion of this Agreement is reviewed by a court or other judicial or *quasi*-judicial entity, such entity shall treat this Agreement as having been jointly drafted by both the City and Town. By the terms of this Agreement, neither municipal party shall benefit from not having drafted this document.

23.05 Entire Agreement. The entire Agreement of the City and Town with respect to boundary protection and boundary adjustments is contained in this Agreement and it supersedes any and all oral representations and negotiations between the municipalities, and supersedes all other agreements dealing with the subject matter hereof.

**SECTION 24
NOTICES**

All notices required by or relating to this Agreement shall be in writing. Each notice shall specifically refer to this Agreement by name and shall refer specifically to the number of the section(s), subsection(s), paragraph(s) or subparagraph(s) to which the notice relates. Any such notice shall be delivered in person to the Clerk of the municipality receiving the notice or to the person apparently in charge of the Clerk's office during normal business hours, or shall

be mailed to such Clerk by certified mail, return receipt requested (or equivalent private delivery service).

Each notice to Town shall be addressed as follows:

Town of Verona
Town Clerk
335 N. Nine Mound Road
Verona, WI 53593

Each notice to the City shall be addressed as follows:

City of Verona
City Clerk
111 Lincoln Street,
Verona, WI 53593

Each municipality may change its address (or add addresses for facsimile, electronic mail or other communications media), for purposes of this Agreement, by written notice to the other pursuant to this paragraph. Each notice shall be effective upon delivery in person, or mailing, or electronic mail with a return receipt, or upon actual receipt without regard to the method of transmission, whichever occurs first.

IN WITNESS WHEREOF, the City and Town certify that this Agreement has been duly approved by their respective governing bodies in accordance with State and local laws, rules and regulations, and each has caused their duly authorized officers to execute this Agreement on the dates written before their respective signatures.

THE CITY OF VERONA
a Wisconsin Municipal Corporation

Date:

By: _____
Jon Hochkammer, Mayor

Date:

By: _____
Ellen Clark, City Clerk

STATE OF WISCONSIN)
) SS.
COUNTY OF DANE)

Personally came before me this ____ day of _____, 2016, Jon Hochkammer, Mayor, and Ellen Clark, City Clerk, of the **CITY OF VERONA, WISCONSIN**, a Wisconsin municipal corporation, to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the Agreement of said corporation, by its authority.

Notary Public, Dane County WI
My Commission

TOWN OF VERONA
a Wisconsin Municipality

Date:

By: _____
Mark Geller, Town Chairperson

Date:

By: _____
John Wright, Town Clerk/Treasurer

STATE OF WISCONSIN)
) SS.
COUNTY OF DANE)

Personally came before me this _____ day of _____, 2016, Mark Geller, Town Chairperson, and John Wright, Town Clerk/Treasurer, of the **TOWN OF VERONA**, Wisconsin, a Wisconsin municipality, to me known to be such Town Chairperson and Town Clerk/Treasurer of said municipality, and acknowledged to me that they executed the foregoing instrument as such officers as the Agreement of said municipality, by its authority.

Notary Public, Dane County WI
My Commission

Exhibits

Exhibit 1: Map of Current City and Town Boundaries

Exhibit 2: Map of Planning Areas

Exhibit 3: Town Neighborhoods 1 to 3

Exhibit 4: Town Neighborhoods 4 to 7

Exhibit 5: Map of Ice Age Trail Corridor

DRAFT