

TOWN OF GREENVILLE
OUTAGAMIE COUNTY
PUBLIC HEARING NOTICE

Please take notice that the Town of Greenville Town Board will convene for a public hearing to be held at Greenville Town Hall, W6860 Parkview Drive, Greenville, WI on November 12, 2018 at 6:00 p.m. whereby the Board will hear testimony on the following proposed intergovernmental agreement between the Town of Greenville and the Town of Grand Chute:

INTERGOVERNMENTAL COOPERATION AGREEMENT

This Intergovernmental Cooperation Agreement (hereinafter the "Agreement") is between the Town of Grand Chute, Outagamie County (hereinafter "Grand Chute") and the Town of Greenville, Outagamie County, Wisconsin (hereinafter "Greenville").

The above-referenced parties may be referred to herein as "Party" or collectively as the "Parties." This Agreement is binding on the Parties' successors and assigns.

RECITALS

WHEREAS, as of the date of this Agreement, the Parties are both towns governed by Chapter 60 and Chapter 66, Wisconsin statutes; and,

WHEREAS, as of the date of this Agreement, that certain Petition for Incorporation circulated and filed by Kevin Sturn and filed in Outagamie County Circuit Court under Case No. 18-CV-409 on or about April 24, 2018 is pending and scheduled for a hearing in Circuit Court on or about August 29, 2018 at 9 o'clock a.m. (hereinafter the "Petition" and the "Hearing" respectively); and,

WHEREAS, Grand Chute has made no determination as to whether the area proposed for incorporation in the Petition in Greenville meets the standards required by Wisconsin statute §66.0205 or §66.0207; and,

WHEREAS, Grand Chute, by its attorneys, has entered an appearance in Outagamie County Circuit Court Case No. 18-CV-409; and,

WHEREAS, Grand Chute's real and most significant interest is not to oppose or prohibit the incorporation of Greenville in whole, or in part, but to protect its own boundaries from subsequent annexation by Greenville, should all or any part of Greenville be permitted to incorporate; and,

WHEREAS, Greenville wants Grand Chute to refrain from any objection previously filed or refrain from entering any new objection to the incorporation of all or any part of Greenville during the pendency of Outagamie County Circuit Court Case No. 18-CV-409; and,

WHEREAS, Greenville, and its possible successor-in-interest, is willing to forego any potential future annexation of Grand Chute in exchange for Grand Chute withdrawing any challenge or refraining from challenging its annexation incorporation Petition; and,

WHEREAS, prior to approval of this Agreement, a public hearing was held at Greenville Town Hall, W6860 Parkview Drive, Greenville, WI on November 12, 2018 at 6:00 p.m. on the terms of this Agreement. Prior to said public hearing, notice of the pending agreement was distributed by publishing a class one notice under Chapter 985 Wisconsin statutes on October 15, 2018, which was more than twenty (20) days prior to said public hearing. No notice was required to be provided to any property owner, because no jurisdictional change is permitted under the terms of this Agreement. No referendum is required or permitted under this Agreement because no jurisdictional change is permitted under this Agreement; thus, no electors reside in the territory whose jurisdiction is subject to change.

NOW THEREFORE, the Parties agree as follows:

1. The Parties agree that the boundary line described in **Exhibit A** and graphically depicted in **Exhibit B** to this Agreement is the boundary line between the Parties on the date of this Agreement and shall remain unchanged during the term of this Agreement.

2. Upon approval of the Town Board of Grand Chute and the Town Board of Greenville, an authorized representative of the Parties shall sign this Agreement as soon thereafter as possible. When signed, this Agreement shall become effective for a ten-year term pursuant to the authority granted to the Parties under Wisconsin statutes §66.0301(6).

3. No other procedure for altering a boundary affected by this Agreement is permitted.

4. Provided Greenville, and its successor-in-interest, complies with all terms of this Agreement, Grand Chute agrees to withdraw any existing challenge to Greenville's pending Petition and agrees not to officially register or file any new challenge to the Petition during the pendency of said Petition. Grand Chute may continue to appear at hearings in Outagamie County Circuit Court Case No. 18-CV-409 and in related administrative proceedings, but Grand Chute's official position shall be "neutral," provided Greenville and its possible successor-in-interest complies with all terms of this Agreement.

5. Greenville, and Greenville's successor-in-interest must support and may in no event oppose, whether directly or indirectly, any future incorporation of all or any part of Grand Chute.

6. The Parties irrevocably agree that Greenville's potential successor-in-interest is bound by the terms of this Agreement and in no event may annex all or any portion of Grand Chute. The Parties unequivocally agree that Wisconsin statute §66.0235(2)(b) provides the basis under which Greenville's obligations under this Agreement shall become binding on any potential successor-in-interest, including any newly-incorporated municipality born out of the lands formerly located in Greenville. The Parties agree that Greenville's obligations under this Agreement constitute a "liability" that shall be assigned to any newly-created incorporated municipality born from lands of Greenville.

7. Notwithstanding the foregoing, the Parties agree and acknowledge that the Town Board members of Greenville shall constitute the interim officers of any newly-created incorporated municipality born from lands of Greenville pursuant to Wisconsin statute §66.0213(3). The below-signed current officers of Greenville irrevocably agree to ratify this Agreement and confirm that the terms of this Agreement are binding on any future newly-incorporated municipality born from Greenville. Said decision shall be made at the first meeting of the interim officers of any such newly-formed incorporated municipality born from Greenville. The below-signed Town Board members of Greenville agree to convene their first meeting of the Board of Trustees of said newly-incorporated municipality within ten (10) days of the Department of Administration's issuance of any certificate of incorporation.

8. If the terms of this Agreement are not ratified by said future newly-incorporated municipality's interim board as provided in Wisconsin statute § 66.0213(3) within ten (10) days of the issuance of the certificate of incorporation, then Grand Chute may appeal any circuit court order under Wisconsin statute § 66.0219(1) and any decision of the Incorporation Review Board under § 66.0209(2). Greenville waives any statute of limitations defense to any such appeal. Furthermore, if ratification of this Agreement does not occur within ten (10) days of the issuance of the certificate of incorporation, neither Greenville nor its successor-in-interest may oppose any such appeal and hereby irrevocably agrees that any such incorporation shall be determined void on appeal.

9.

The board may again convene after the public hearing to consider and possibly act on approving said agreement.

Published: October 18, 2018

Wendy Helgeson, Town Clerk