

Intergovernmental Cooperation Agreement
Town of Waukesha – City of Waukesha
Sewerage Connection

This Intergovernmental Cooperation Agreement, referred to herein as the Agreement, is entered into pursuant to Wis. Stats. §66.0301 by and between the Town of Waukesha, referred to herein as the Town; and the City of Waukesha, referred to herein as the City; together, the Town and the City are referred to herein as the Parties.

Recitals

The Town desires to connect to the City sewerage system to serve the property known as the Town Hall located at W250 S3567 Center Road, Waukesha, Wisconsin.

The Town is within a distance from the City sewerage system which makes it practical for the Town to connect with the City's wastewater treatment system.

The City is willing to allow the Town to connect to its sewerage system subject to the terms and conditions of this Contract.

Now, therefore, in consideration of the mutual promises of the Parties stated herein and pursuant to the authority granted by Wis. Stats. §66.0301, the Parties agree and contract as follows:

1. Town of Waukesha Responsibilities:

- a. **Property Serviced.** The property located at W250 S3567 Center Road, Waukesha, Wisconsin, currently owned by the Town of Waukesha and known as the Town Hall, is the sole property that is the subject of this Agreement. No other property located in the City or Town is intended to receive the services described in this Agreement.
- b. **Plans and Specifications.** The Town shall be responsible for preparing all plans and specifications required to connect to the City's sewerage system for the sole purpose of providing sewerage services to the Town Hall. The parties intend that the sewer lateral will connect to the City system as depicted on Exhibit A, attached hereto and incorporated herein, and the Town shall complete all work in substantial compliance with Exhibit A. Connection shall occur no later than January 1, 2016. If connection does not occur, this Agreement shall terminate and the City shall not be obligated to provide sewerage service.
- c. **Construction Costs.** The Town shall be solely responsible for payment of any and all costs of connection to the City sewerage facilities. The Town shall also be responsible for obtaining all licenses and permits necessary to construct the lateral connection to the City facilities. It is acknowledged by the Parties that the City shall not bear any expenses incurred in connection with the Town's design, construction, maintenance, repair or replacement of any part of the connecting lateral, and if the City reasonably incurs any such expenses for the Town's benefit, or provides such services to the Town, including engineering, administration, or legal work incurred in plan approval or the inspection and approval of finished construction, then the Town shall reimburse the City for such expenses or pay to the City the reasonable value of the services provided.
- d. **Connection Fees.** The Town shall not be required to pay the connection fees required in Section 13.04, Waukesha Municipal Code. The Town shall, however, pay the Connection fees required in Section 29.14, Waukesha Municipal Code.
- e. **Sewerage Rates.** The Town shall pay the sewerage rates provided in Section 29.12 Waukesha Municipal Code, as amended from time to time. The town shall be charged as an Outside User for purposes of the fees and charges it pays for sewerage services.
- f. **Other Fees and Charges.** All other fees, charges and surcharges contained in Chapter 29 of the Waukesha Municipal Code and applicable to Outside Users shall be applicable to the Town, including fees, charges, surcharges and permitting requirements which may apply.

- g. **Abandonment of Lateral.** If at any time the Town no longer owns the property or no longer utilizes the property as a Town Hall; or the property is sold and/or subdivided, the Town agrees to abandon the sewerage lateral constructed pursuant to this Agreement, and disconnect it from City sewerage, at the Town's sole expense.

2. City of Waukesha Responsibilities:

- a. **Approvals and Inspections.** Approval by the City of the Town's plans and specifications for the Town's work as described herein shall be required before such work can take place. The City shall not unreasonably withhold such approval. During and after completion of the work, and before final connection to the City's sewerage system occurs, the City shall inspect the work for compliance with the approved plans and specifications, as depicted on the attached Exhibit A. The Town shall not make the connection to the City's sewerage system unless and until the City is present to observe the connection taking place and to inspect for compliance with the approved plans and specifications.
- b. **No Annexation Required.** The City agrees to provide sewerage connection to the Town property without requiring annexation of the property to the City.

3. **No Holding Out.** Under no circumstances shall this Agreement be construed as a "holding out" by the City to provide sewerage services to any property other than Town Hall property. Pursuant to this agreement, there is no intent to serve any other property in the surrounding area and the City does not waive its right to require annexation of any contiguous or adjoining property in the event there is a request for sewerage service to another property. This Agreement shall not serve as precedent for the provision of sewerage services by the City to other properties within the Town.

4. **Termination.** This Agreement shall terminate in the event the connecting lateral is abandoned by the Town as required pursuant to paragraph 1(g) of this Agreement.

5. **Mutual Indemnification.** The City shall indemnify and hold the Town harmless from any and all third-party claims, demands, causes of action, liabilities and costs, including attorney fees and other costs of defense, arising from damages to or loss of property, personal injuries or the deaths of any persons caused by any negligent act or omission or willful misconduct of the City in the course of performing this Agreement. The Town shall indemnify and hold the City harmless from any and all third-party claims, demands, causes of action, liabilities and costs, including attorney fees and other costs of defense, arising from damages to or loss of property, personal injuries or the deaths of any persons caused by any negligent act or omission or willful misconduct of the Town in the course of performing this Agreement. This mutual indemnification shall not be construed to relieve either Party from liability to the other Party for breach of this Agreement.

6. Other Terms and Conditions:

- a. **Authorization by Governing Bodies.** The Parties hereby represent and warrant to each other that the governing body of their own municipality has taken all actions necessary to approve this Agreement and to authorize the person signing below to sign this Agreement on behalf of that municipality and that, upon full execution of this Agreement it shall be binding on each municipality.
- b. **Severability.** If any provision of this Agreement is declared invalid by any Court of competent jurisdiction, then to the extent that invalid term can be severed from the remainder of this Agreement without affecting the enforceability of the remainder of this Agreement or substantially frustrating its purpose, it will be severed, and the remainder of this Agreement will remain in effect and enforceable.
- c. **Force Majeure.** Neither Party shall be in breach of this Agreement for acts or failures to act caused by unforeseeable causes beyond the Party's control, including unusual weather, floods, fire, seismic events, war, strikes, and civil unrest.
- d. **Integration.** This Agreement embodies the entire agreement of the Parties with respect to the subject matter expressed herein. All other inconsistent agreements and understandings of the Parties with respect only to the subject matter expressed herein are superseded and are unenforceable.
- e. **Amendments.** No amendments, additions, or changes of any kind to this Agreement will be valid unless in writing, signed by all of the Parties to this Agreement, and attached to this Agreement.

- f. **Survival.** Unless specifically limited in this Agreement, any term, condition or provision of this Agreement will survive the execution of this Agreement or any stated time periods, to the extent necessary for their performance. This Agreement is binding upon, and inures to the benefit of, the Parties' successors and assigns.
- g. **Governing Law and Jurisdiction.** This Agreement will be construed and enforced according to the laws of Wisconsin. The Parties agree that if legal action is necessary in any way with respect to this Agreement, it will be filed in the Circuit Court for Waukesha County, Wisconsin.

Dated the _____ day of _____, 2014.

Town of Waukesha

By: John Marek, Town Chairman

Attest:

STATE OF WISCONSIN }
 } ss.
WAUKESHA COUNTY }

_____ and _____, known to me to be the persons executing this agreement, personally came before me the _____ day of _____, 2014, signed this Agreement in my presence, and acknowledged the same.

Name: _____
Notary Public, Waukesha County, Wisconsin
My commission (is permanent)(expires _____)

City of Waukesha

By Shawn N. Reilly, Mayor

Attest: Gina L. Kozlik, City Clerk

STATE OF WISCONSIN }
 } ss.
WAUKESHA COUNTY }

Shawn N. Reilly and Gina L. Kozlik, known to me to be the Mayor and City Clerk, respectively, of the City of Waukesha, personally came before me the _____ day of _____, 2014, signed this Agreement in my presence, and acknowledged the same.

Name: _____
Notary Public, Waukesha County, Wisconsin
My commission (is permanent)(expires _____)