

**INTERGOVERNMENTAL AGREEMENT REGARDING
SETTLEMENT OF CERTAIN UNPAID SPECIAL ASSESSMENTS
AND SPECIAL CHARGES**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into by and between Waukesha County, a quasi-municipal corporation and the City of Waukesha, a municipal body corporate and politic of the State of Wisconsin (“Municipality”) as of the date last executed below.

WHEREAS, prior to those unpaid special assessments and special charges included on the 2017 tax roll, Waukesha County had elected to annually settle those special assessments and charges in full with each municipality in Waukesha County pursuant to Section 74.29, Wis. Stats., without regard to the amount of such special assessments and charges;

WHEREAS, pursuant to Enrolled Resolution 171-2, effective with special assessments and special charges included in the 2017 tax roll, the Waukesha County Board has elected to no longer settle in full with municipalities for delinquent special assessments and special charges in accordance with Section 74.29, Wis. Stats., but rather has authorized the County to enter into written contracts with interested municipalities for the settlement of such unpaid assessments and charges up to an amount not to exceed \$50,000.00 per parcel for special assessments and \$25,000.00 per parcel for special charges; and

WHEREAS, Municipality desires to contract with Waukesha County for the settlement of unpaid special assessments and special charges upon the terms set forth herein.

NOW, THEREFORE, it is agreed by and between the parties hereto that Waukesha County shall pay those special assessments and special charges included in the tax roll that have not previously been paid to, or retained by, the Municipality’s treasurer subject to the following terms and conditions:

1. The Waukesha County Treasurer shall pay, on or before August 20 (or any other date as set by the Wisconsin Statutes) to the Municipality’s treasurer all special assessments, up to an amount not to exceed \$50,000.00 per parcel, and all special charges up to an amount not to exceed \$25,000.00 per parcel, which are included in the tax roll and which have not previously been paid to, or retained by, the Municipality’s treasurer. Amounts of special assessments and special charges on parcels in excess of the above-stated amounts are not affected by this Agreement and shall be treated in accordance with state statute.
2. Upon the payment of the said amounts referred to in paragraph 1 above, the Municipality hereby assigns to Waukesha County all of its interests in and to the special assessments and special charges so paid together with all rights to collect the same with interest, penalties and fees, if any.
3. Upon the payment of the amounts referred to in paragraph 1 above, the Municipality hereby authorizes Waukesha County to collect payments for the special assessments or charges through any method provided by law for its collection.
4. Any amounts of unpaid special assessments and special charges in excess of the per-

parcel amounts settled pursuant to this Agreement that are eventually collected by Waukesha County will be distributed in accordance with state statute.

5. This Agreement shall become effective with and first apply to unpaid special assessments and special charges included in the 2017 tax roll. This Agreement shall renew automatically annually unless either party delivers to the other written notice of cancellation to be delivered no later than December 1 and to be effective for the following tax year.

6. This Agreement shall automatically terminate if Waukesha County elects pursuant to Section 74.29, Wis. Stats., or any successor statute, to settle in full with each municipality in the County all unpaid special assessments or special charges included in the tax roll. The effective date of termination in such circumstance shall be as set forth in any resolution making said election.

7. This Agreement is governed by and shall be construed in accordance with the laws of the State of Wisconsin.

8. If this Agreement is found to be null and void by a court of competent jurisdiction, the parties agree to take all reasonable steps, including but not limited to, the returning of payments and/or assignments, to bring both parties to the position that they would have been in if the Agreement had not been entered into.

9. Each party represents to the other that the individual signing this Agreement on behalf of the party is fully authorized to do so and to act on behalf of and bind that party. Each party further represents that any authorizations necessary to enter into this Agreement have been obtained.

10. This Agreement is intended to and does contain the entire agreement between the parties with respect to the matters set forth herein and can only be amended by written document signed by all parties hereto.

11. This Agreement may be executed in one or more counterparts, which, when combined with the other counterparts, shall constitute and be a completely executed document and one single agreement. Signatures submitted by photocopy, facsimile or electronic transmission shall be deemed original, fully enforceable against the individual or party whose signature is represented thereon; but no one party's signature shall be binding until all signatures have been added hereto.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto knowingly and voluntarily executed this Agreement as of the dates set forth below:

WAUKESHA COUNTY

By Norm Cummings, Director
Department of Administration

Dated this ____ day of _____, 2017.

CITY OF WAUKESHA

By Shawn N. Reilly, Mayor

Dated this ____ day of _____, 2017.

Gina L. Kozlik, Clerk-Treasurer