

ENROLLED ORDINANCE 167-43

AUTHORIZE APPROVAL OF INTERMUNICIPAL AGREEMENT BETWEEN THE
VILLAGE OF MENOMONEE FALLS AND WAUKESHA COUNTY
FOR DEFERRAL OF SEWER AND WATER ASSESSMENTS

WHEREAS, the Village of Menomonee Falls, in providing for the orderly and systematic expansion of its municipal sanitary sewer and water systems to the southwest corner of the municipality to provide for the future development of currently undeveloped lands, has installed sanitary sewer and a water main in Lisbon Road along the frontage of Waukesha County's Wanaki Golf Course, and

WHEREAS, the Village of Menomonee Falls has prepared a final report for purposes of imposing special assessments for the extension of sewer and water service in the southwest corner of the municipality, and

WHEREAS, the Village of Menomonee Falls will be imposing special assessments against the Wanaki Golf Course property totally \$358,943.65 and consisting of \$222,135.04 for sanitary sewer and \$136,808.61 for a water main, and

WHEREAS, Chapter 66.0715 of the Wisconsin Statutes and Section Chapter 86-12 (g) of the Village of Menomonee Falls Municipal Code provide for deferred special assessments levied against a property abutting on or benefitted by a public improvement in certain instances while no use of the improvement is made in connection with the property, and

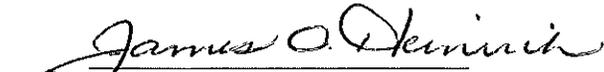
WHEREAS, Waukesha County and the Village of Menomonee Falls have prepared an Intermunicipal Agreement for the deferral of special assessments levied against the Wanaki Golf Course property which abuts the sanitary sewer and water main, and

WHEREAS, the deferral without interest shall continue until the Wanaki Golf Course property ceases to be used for park purposes as the primary use for a period of 12 months or longer, any part of the property is rezoned or developed for use other than park purposes or the property is divided in any manner.

THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS that the County Executive is authorized to enter into an Intermunicipal Agreement between the Village of Menomonee Falls and Waukesha County for the deferral of sewer and water assessments relating to the Wanaki Golf Course property.

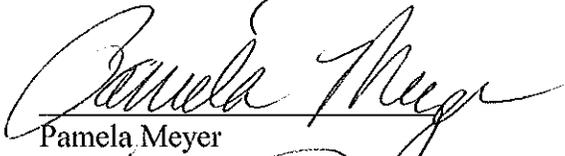
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FOR DEFERRAL OF SEWER AND WATER ASSESSMENTS

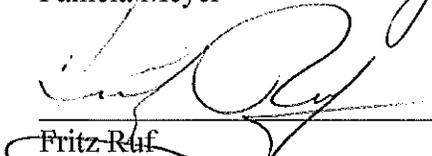
Presented by:
Land Use, Parks, and Environment Committee


James A. Heinrich, Chair

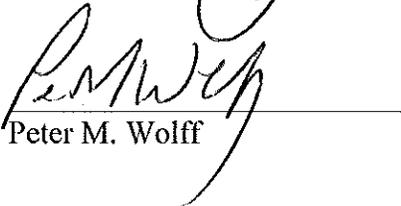

Jim Batzko


Walter L. Kolb


Pamela Meyer


Fritz Ruf

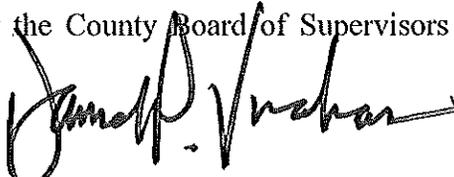

Thomas J. Schelling


Peter M. Wolff

The foregoing legislation adopted by the County Board of Supervisors of Waukesha County, Wisconsin, was presented to the County Executive on:

Date: 10-26-12, 
Kathy Nickolaus, County Clerk

The foregoing legislation adopted by the County Board of Supervisors of Waukesha County, Wisconsin, is hereby:

Approved: X
Vetoed: _____
Date: 10-25-12, 
Daniel P. Vrakas, County Executive



Village of Menomonee Falls
Office of the Village Attorney

W156 N8480 Pilgrim Road
Menomonee Falls WI 53051-3140

Telephone: 262.532.4240 FAX 262.532.4259
Email: ls@menomonee-falls.org

September 20, 2012

Mr. Thomas Farley
Waukesha County Corporation Counsel
515 W. Moreland Blvd., Room AC 330
Waukesha, WI 53188

BY EMAIL: tfarley@waukeshacounty.gov
& REGULAR MAIL

Re: Wanaki Golf Course Special Assessment Deferral Agreement

Dear Tom:

This letter follows up our email communications from earlier this month. In those communications, we finalized the language for the deferral agreement. I also confirmed that I would take the agreement for approval by the Village Board of Trustees. Once approved, I would send you duplicate originals for approval by the County Board of Supervisors.

The Village Board of Trustees approved the deferral agreement on September 17. I am therefore enclosing with the original of this letter three duplicate originals. They have all been executed by the Village Clerk and Village President. I will also email PDF copies of the agreements and this letter so you will know that the originals are on their way.

I understand that you currently intend to take the agreement to the County Board in October. Please let me know if those plans change or if you have any additional questions. Otherwise, please forward at least one executed duplicate original to me after it has been approved by the County Board and signed by the appropriate County officers.

If you need to contact me, I can be reached either by phone at 262.532.4251 or by email at mmorse@menomonee-falls.org.

Very truly yours,

VILLAGE OF MENOMONEE FALLS

Michael J. Morse

Michael J. Morse
Village Attorney

Enclosures

cc: Village Manager (by email; with enclosures)
Assistant Village Manager (by email; with enclosures)
Director of Engineering (by email; with enclosures)
Utilities Director (by email; with enclosures)
Finance Director (by email; with enclosures)

SEP 21 2012

167-0-043

2.

**INTERMUNICIPAL AGREEMENT BETWEEN THE
VILLAGE OF MENOMONEE FALLS AND WAUKESHA COUNTY
FOR DEFERRAL OF SEWER AND WATER ASSESSMENTS**

This Agreement is entered into by and between the Village of Menomonee Falls ("Village") and Waukesha County ("County"); and is hereby set forth for the deferral of sanitary sewer and water main special assessments for Tax Key parcel MNFV0123999002, commonly referred to as Waukesha County's Wanaki Golf Course (the "Property").

WHEREAS, the Village, in providing for the orderly and systematic expansion of its municipal sanitary sewer and water systems to provide septic relief to areas with malfunctioning septic systems and to provide for the future development of currently undeveloped lands, has installed sanitary sewer and water main in Lisbon Road along the frontage of the Property as part of the Village's plans to extend sewer and water service in the southwest corner of the municipality, specifically section 31; and

WHEREAS, the County owns the Property in section 31 of the Village; and currently operates it as a public golf course, with wetlands, ponds and wild cover appropriate for conservancy and public recreation; and

WHEREAS, the County recently invested considerable public funds in updating the onsite water and sewer systems on the Property, and does not anticipate needing to connect to the Village water or sewer system in the foreseeable future; and

WHEREAS, the Village has prepared a final report for purposes of imposing special assessments for the extension of sewer and water service in the southwest corner of the municipality; and

WHEREAS, the Village will be imposing special assessments against the Property totally \$358,943.65; and consisting of \$222,135.04 for sanitary sewer and \$136,808.61 for water main; and

WHEREAS, Chapter 66.0715 of the Wisconsin Statutes and Section Chapter 86-12 (g) of the Village Municipal Code provide for deferred special assessments levied against a property abutting on or benefitted by a public improvement in certain instances while no use of the improvement is made in connection with the property; and

NOW THEREFORE, based on the above, the parties agree as follows:

1. Pursuant to Chapter 66.0715 Wisconsin Statutes and Chapter 86-12(g) of the Village of Menomonee Falls Code of Ordinances, payment of special assessments in the amounts of \$222,135.04 for sanitary sewer and \$136,808.61 for water main shall be deferred without interest until the first of the following events shall occur:
 - a. The Property ceases to be used for park purposes as the primary use of the Property for a period of 12 months or longer.
 - b. Any part of the Property is rezoned, or is developed for use other than for park purposes.
 - c. A request is made to connect to the municipal sanitary sewer or water system to serve any portion of the Property.
 - d. The Property is divided in any manner.

- e. Any part of the Property is sold, leased or ownership therein is altered in any way. No tenant or purchaser under deed or land contract shall be permitted to continue the deferral.
2. Whenever any of the events described §1 above occur, the Village shall serve notice on the property owner that all special assessment amounts which have been deferred, including principal and interest amounts through the date of the assessment notice, are immediately due and payable in cash, or, if so elected by the County, in annual installments as provided in the Village Municipal Code at an annual interest rate on the unpaid balance of nine percent (9.0%) commencing with the date shown on the assessment notice. The County also will be charged a hookup fee for the sewer and water service when the service is needed.
3. The provisions contained in this Agreement shall in no way restrict, limit, or preclude the Village from the levy of future special assessments against the Property for future improvements in accordance with Village ordinances, nor shall it restrict, limit or preclude the Village from the levy and collection of additional development costs for the future development of the Property in accordance with Village ordinances and policies in effect at that time.
4. The rights and obligations created by this Agreement shall be covenants running with the Property and shall inure to the benefit of, and be binding upon, the parties, their heirs, personal representatives, successors and assigns.
5. This agreement shall become effective upon the approval of the governing bodies of both municipalities.

END OF TEXT. SIGNATURE PAGE FOLLOWS

WAUKESHA COUNTY

Adopted by the Board of Supervisors of Waukesha County on the _____
day of _____, 2012.

By: _____
Daniel Vrakas, County Executive

Attest: _____
_____ County Clerk

Approved as to form:

Thomas J. Farley, Corporation Counsel

VILLAGE OF MEMOMONEE FALLS

Adopted by the Board of Trustees of the Village of Menomonee Falls on the
17 day of September, 2012.

By: _____
Randall R. Newman,
Village President

Attest: _____
Janice Moyer, Village Clerk

Approved as to form:

Michael J. Morse, Village Attorney

WAUKESHA COUNTY BOARD OF SUPERVISORS

V

DATE-10/23/12

(ORD) NUMBER-1670043

- | | |
|--------------------------|--------------------------|
| 1 C. SLATTERY..... | 2 D. FALSTAD.....AYE |
| 3 R. MORRIS.....AYE | 4 J. BATZKO.....AYE |
| 5 J. BRANDTJEN.....AYE | 6 J. JESKEWITZ..... |
| 7 J. GRANT.....AYE | 8 P. HAUKOHL.....AYE |
| 9 J. HEINRICH.....AYE | 10 D. SWAN.....AYE |
| 11 F. RUF.....AYE | 12 P. WOLFF.....AYE |
| 13 P. DECKER.....AYE | 14 P. MEYER.....AYE |
| 15 W. KOLB.....AYE | 16 M. CROWLEY.....AYE |
| 17 D. PAULSON.....AYE | 18 L. NELSON..... |
| 19 C. CUMMINGS.....AYE | 20 T. SCHELLINGER....AYE |
| 21 W. ZABOROWSKI.....AYE | 22 P. JASKE.....AYE |
| 23 K. HAMMITT.....AYE | 24 D. DRAEGER.....AYE |
| 25 G. YERKE.....AYE | |

TOTAL AYES-22

TOTAL NAYS-00

CARRIED_____

DEFEATED_____

UNANIMOUS X

TOTAL VOTES-22