

#105

**AGREEMENT FOR THE SETTLEMENT OF THE
DIVISION OF ASSETS AND LIABILITIES**

This agreement is entered into effective as of this day ___ of _____, 1996, between the Town of Delavan (the Town) and the City of Delavan (the City), collectively referred to as the "Parties".

PREAMBLE

WHEREAS, the Town is a town located in Walworth County, Wisconsin, which surrounds a portion of Delavan Lake; and

WHEREAS, the City is a Wisconsin municipality adjacent to parts of the Town and surrounds a portion of Delavan Lake; and

WHEREAS, the Town and the City entered into an agreement on May 1, 1989 under the authority of sec. 66.30 Wis. Stats., to provide for funding and the completion of the rehabilitation of Delavan Lake; and

WHEREAS, under that agreement, the Town and the City agreed, among other things, to enact or to have enacted a room tax under sec. 66.75, Wis. Stats., at the rate of 5% which would apply to all property within the City and the Town, with the respective room tax revenues to be use to fund the local share of costs for the rehabilitation of Delavan Lake; and

WHEREAS, subsequent to that agreement, numerous parcels of land have been annexed to the City from the Town; and

WHEREAS, a division of assets and liabilities under sec. 66.03, Wis. Stats., must be completed as a result of these annexations of land from the Town to the City; and

WHEREAS, the Town and the City have held meetings and corresponded to complete this required division of assets and liabilities;

NOW, THEREFORE, the Parties agree as follows:

Section 1. The Preamble hereto, setting forth background, facts and basic reasons for this Agreement, is incorporated herein as if fully set forth in the body of this Agreement.

Section 2. The Town will pay to the City the sum of \$80,000.00 over the next 5 years. These payments shall be in equal amounts of \$16,000.00 each. The initial \$16,000.00 payment shall be made on or before December 31, 1996, and the final payment of \$16,000.00 will be made on or before December 31, 2000.

Section 3. The Parties hereby agree to the following addendum to an original Agreement dated May 1, 1989 between the Parties:

Section 3.2 to read as follows:

The Town shall notify the City Clerk of any and all meetings at which the Lake Project is proposed to be discussed. The City shall be entitled to have a voting representative attend such meetings, except meetings held in closed session which involve a dispute between the Town and the City over this Agreement. The Town shall provide the City Clerk with a copy of any and all written materials the Town receives regarding the lake project.

Section 4.2 (a) to read as follows:

(a) The City and the Town have enacted a room tax under sec. 66.75, Wis. Stats. The room tax, for purpose of this section 4 and the RTF hereby established, shall be at the rate of 5% for the term of this Agreement. The room tax shall continue to apply to all property within the City and the Town which is properly taxable under the room tax, and which properties are currently paying said room tax as of this ____ day of _____, 1996. Any future room tax collected by the City or the Town from new sources after this ____ day of _____, 1996 shall be retained by the City or the Town, and the City or the Town may use such additional room tax revenues so generated for whatever lawful purpose it may choose. The total amount collected by the City (R_C) and the Town (R_T) under the 5% room tax (100% less the 2% allowance for administration to the party taxed and less any room tax from new sources within the City or within the Town after _____) will be the RTF for the City and the Town ($R_C + R_T = RTF$), which will be available to the Town to apply against RTFC.

Section 3. If any provision of this Agreement is found unenforceable, the balance of the Agreement is severable and shall remain in full force and effect. This Agreement shall be executed by both parties hereto such delivery as may be required accomplished so that each shall have one of the originals in its possession. This constitutes the entire Agreement of the parties hereto. All previous proposals and negotiations are merged herein. There are no other understandings, oral or written, on the subject matter, thus completing the division of assets and liabilities between the Town and the City.

WHEREFORE, the parties hereunto executed this Agreement effective as of the day set forth above.

BY THE TOWN

Adopted By Resolution No. 105 of 1996.

(SEAL)

Wayne K. Pafu
Town Board Chairman

Patricia A. Kohler
Town Clerk

BY THE CITY

Adopted

By Resolution No.

2-4-08
NOT SIGNED
MAYOR &
CITY CLERK
TO SIGN - C.

(SEAL)

Mayor

City Clerk