

**City of Onalaska and Village of Holmen  
Cooperative Boundary Plan  
Under Section 66.0307, Wisconsin Statutes**

**Draft September 1, 2015**

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The City of Onalaska, a Wisconsin municipal corporation with offices at 415 Main Street, Onalaska, Wisconsin 54650 (hereafter referred to as “City”), and the Village of Holmen, a Wisconsin municipality with offices at 421 S. Main Street, Holmen, Wisconsin 54636 (hereafter referred to as “Village”), enter into this Intergovernmental Cooperative Boundary Plan Agreement (hereafter referred to as “Agreement”), under the authority granted by section 66.0301 of the Wisconsin Statutes.

**WHEREAS**, Section 66.0301, Wisconsin Statutes, authorizes municipalities to jointly exercise powers and enter into intergovernmental agreements; and,

**WHEREAS**, the City and Village desire to enter into a formal agreement to define the following matters:

- (a) Specified policies for all relations between the City and Village including:
  - i. Establishing a policy of strong communication practices between the City and Village both formally and informally;
  - ii. Mutual respect for elected officials and staff of each jurisdiction;
  - iii. Consistent and equitable treatment of all issues raised between the Village and City; and
  - iv. Continued improvement to relations and current cooperation efforts between the City and Village;
- (b) Prepare and negotiate a cooperative boundary which identifies which areas of the Town of Onalaska would be subject to annexation by the City or Village during the term of this Agreement.
- (c) Develop, subject to fiscal and operational resources, plans and strategies to:
  - i. Explore new shared service opportunities between the Village and City;
  - ii. Develop a public participation strategy for intergovernmental projects;
  - iii. Coordinate on plans for corridors and roads that connect the City of Onalaska and Village of Holmen;
  - iv. Continue to involve and inform affected school districts of intergovernmental initiatives;
  - v. Continue to work with other adjacent municipalities and La Crosse County on land development policies;
  - vi. Develop preferred neighborhood design solutions for developing areas in jurisdictional border areas; and
  - vii. Work together on land preservation strategies for regional greenway, park or bluff-land protection planning;

**WHEREAS**, the City and Village have adopted authorizing resolutions required by State Statutes, attached hereto as Exhibit 1,

**WHEREAS**, Pursuant to the Wisconsin Statutes, the City adopted the City of Onalaska Comprehensive Plan 2025, May 10, 2005 to guide City decisions related to the nine elements required by State Statutes, which includes an Intergovernmental Cooperation Section. Page 41, Goal 1, Objective e states “To continue working cooperatively and maintain excellent relations with all governmental units in and around the region by creating intergovernmental agreements with the City of La Crosse, Village of Holmen, Towns of Onalaska, Medary and Hamilton, and the Village of West Salem.” The City currently exercises extraterritorial plat jurisdiction within 3 miles of the City of Onalaska corporate limits pursuant to State Statutes; and,

**WHEREAS**, Pursuant to the Wisconsin Statutes, the Village adopted the Village of Holmen Comprehensive Plan, December 2004 to guide Village decisions related to the nine elements required by State Statutes, which includes an Intergovernmental Cooperation Section. Page 26 of the Intergovernmental Cooperation section states the objective: “By creating intergovernmental agreements with the City of Onalaska, Town of Onalaska and Town of Holland”.

**WHEREAS**, The City and the Village currently cooperate in the following ways:

- (a) Metropolitan Planning Organization membership-La Crosse Area Planning Committee and
- (b) Discuss and draft Memorandum of Understanding regarding Sanitary Sewer Project;
- (c) Jurisdictional Adjacency Development Coordination;
- (d) Operate a joint municipal court; and
- (e) Joint objection to the Town’s petition to incorporate as the Village of Midway

**WHEREAS**, the City and Village share common borders, north and east of the City and south and east of the Village as shown in exhibit 2 as well as potential future additional borders following either the City or the Village annexing land from the Town of Onalaska; and,

**WHEREAS**, it is the intention of the City and Village that this Agreement be a binding and enforceable contract.

**WITNESSETH:**

The City of Onalaska and Village of Holmen enter into this Agreement under the authority of section 66.0301, Wisconsin Statutes as set forth below:

**SECTION 1-PARTICIPATING MUNICIPALITIES**

This Agreement applies to the City of Onalaska and Village of Holmen, La Crosse County, Wisconsin.

**SECTION 2-MUNICIPAL CONTACTS**

City of Onalaska Land Use and Development Director  
Attn: Brea Grace AICP  
City of Onalaska Planning Department  
415 Main Street  
Onalaska, Wisconsin 54650  
608-781-9590  
[bgrace@cityofonalaska.com](mailto:bgrace@cityofonalaska.com)

Village of Holmen Administrator  
Attn: Mr. Scott Heinig  
421 South Main Street  
Holmen, WI 54636  
608-526-6307  
[heinig@HolmenWI.com](mailto:heinig@HolmenWI.com)

The persons holding the position set forth above may change from time to time. Upon a change of the position holder, this section shall be deemed amended to substitute the new position holder as the party to whose attention correspondence should be sent

**SECTION 3-AREAS IN THE TOWN OF ONALASKA ARE SUBJECT TO THIS AGREEMENT**

This Agreement shall affect the entire Town of Onalaska. The affected territory is shown in gray on Exhibit 3 and shown on Exhibit 4 as Village of Holmen Exclusive Area and City of Onalaska Exclusive Area.

**SECTION 4-BOUNDARY AGREEMENT-RULES FOR TRANSFER OF ANNEXATION OF LAND IN THE TOWN OF ONALASKA AND THE PROVISION OF MUNICIPAL SERVICES TO SUCH LANDS.**

During the Term of this Agreement:

- (a) The Village may exclusively annex any area within the territory designated as the Village of Holmen Exclusive Area on Exhibit 4 hereto and shown on Exhibit 4 hereto (the “Village Exclusive Area”) in any legally permitted manner of annexation under the laws of the State of Wisconsin.
- (b) All boundary changes shall occur as the Village Board acts on each annexation petition or petitions, subject to the terms of this Agreement.
- (c) The City may exclusively annex any area within the territory designated as the City of Onalaska Exclusive Area on Exhibit 4 hereto and shown on

Exhibit 4 hereto (the “City Exclusive Area”) in any legally permitted manner of annexation under the laws of the State of Wisconsin.

- (d) All boundary changes shall occur as the Common Council acts on each annexation petition or petitions, subject to the terms of this Agreement.

#### **SECTION 5-SEVERABILITY**

If any section, paragraphs, or portion of the Agreement is deemed by any court having lawful jurisdiction of the subject matter of the Agreement to be void, voidable, or invalid for any reason, this Agreement shall be otherwise valid and enforceable as if the void, voidable, or invalid section, paragraph, or portion of the Agreement had not been part of the Agreement.

#### **SECTION 6-MISCELLANEOUS INTERPRETATION**

- (a) References. Any references in this Agreement to any particular agency, organization or officials shall be interpreted as applying to any successor agency, organization or official or to any other agency, organization or official to which contemplated functions are transferred by statute or ordinance. Any references in this Agreement to any particular statute or ordinance shall be interpreted as applying to such statute or ordinance as recreated or amended.
- (b) Governing Law. This Agreement shall be governed by, construed, interpreted and enforced in accordance with the laws of the State of Wisconsin.
- (c) Interpretation. If any term, section or other portion of this Agreement is reviewed by a court or other judicial or *quasi*-judicial entity, such entity shall treat this Agreement as having been jointly drafted by both the City and Village.
- (d) Entire Agreement. The entire Agreement of the City and Village is contained in this Agreement and it supercedes any and all oral representations and negotiations between the municipalities.
- (e) Authorization. This Agreement shall not take effect until approval from the Wisconsin Department of Administration, Village of Holmen Board and the Common Council of the City of Onalaska.

#### **SECTION 7-IMPLEMENTATION**

The Village and City shall each take such actions as may be necessary or desirable to implement and effectuate the provisions and intent of this Agreement.

**SECTION 8-AGREEMENT DURATION**

- (a) This Agreement shall be effectively active and in full force for a period of ten (10) years from the date of its execution by the Village of Holmen and City of Onalaska.
- (b) Following the conclusion of each 10 year term, this Agreement shall automatically renew for another like ten (10) year term, unless at least six (6) months prior to the conclusion of a term, either party provides notice to the other via certified mail of their intention not to renew the Agreement. Both the Village of Holmen and City of Onalaska, thereafter shall be required to meet and discuss the reasons for nonrenewal with the intention of seeking mutual consensus. Thereafter, if nonrenewal is still the contention of either party, the party choosing not to renew must pass a resolution through a 2/3 supermajority vote of their elected body, and a certified copy of such Resolution shall be directed via certified mail to the other party's municipal clerk at least sixty (60) days prior to the conclusion of a term at which time the agreement will terminate at the conclusion of the term.
- (c) This Agreement can be terminated or modified at any time through the mutual action of both the Village of Holmen and City of Onalaska.

**IN WITNESS WHEREOF**, the City and Village certify that this Agreement has been duly approved by their respective governing bodies in accordance with State and local laws, rules and regulations, and each has caused their duly authorized officers to execute this Agreement on the dates written before their respective signatures.

The above and foregoing Agreement was duly adopted by the Common Council of the City of Onalaska at a regular meeting held on \_\_\_\_\_, 2015 and Village of Holmen Village Board at a regular meeting held on \_\_\_\_\_, 2015.

**CITY OF ONALASKA**

ATTEST:

By: \_\_\_\_\_  
Joe Chilsen, Mayor

\_\_\_\_\_

By: \_\_\_\_\_  
Caroline Burmaster, City Clerk

**VILLAGE OF HOLMEN**

ATTEST:

\_\_\_\_\_

By: \_\_\_\_\_  
Nancy Proctor, Village President

By: \_\_\_\_\_  
Scott Heinig, Administrator