Village of Holmen
&
Town of Holland

Boundary Agreement

Under Section 66.0301, Wisconsin Statutes

March 20, 2017

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SECTION – 1 INTRODUCTION

The Village of Holmen, a Wisconsin municipal corporation with offices at 421 South Main Street, Holmen Wisconsin 54636 (hereafter referred to as "Village") and the Town of Holland, (hereafter referred to as "Town") a Wisconsin municipality with offices at W7937 County Road MH, Holmen Wisconsin 54636, (jointly referred to as "Parties") enter into this Intergovernmental Boundary Agreement (hereafter referred to as "Agreement"), under the authority granted by Wis. Stat. 66.0301.

WHEREAS, Wis. Stat. 66.0301 authorizes municipalities to jointly exercise powers and enter into intergovernmental agreements;

WHEREAS, the Parties desire to enter into a formal agreement to define the following matters:

1.1 Specified policies for relations between the Parties including:
- (a) Establishing a policy of strong communication practices among the Parties;
- (b) Mutual respect for elected officials and staff of each jurisdiction;
- (c) Consistent and equitable treatment of all issues raised among the Parties; and
- (d) Continued improvement to relations and current cooperation efforts among the Parties;

1.2 Prepare and negotiate cooperative future municipal boundaries, including areas of the Town that would be subject to annexation and development control by the Village during the term of this Agreement;

1.3 Develop, subject to fiscal and operational resources, plans and strategies to:
- (a) Explore new shared service opportunities between the Parties;
- (b) Develop a public participation strategy for intergovernmental projects;
- (c) Coordinate on plans for corridors and roads that connect the Parties;
- (d) Continue to involve and inform affected school districts of intergovernmental initiatives;
- (e) Continue to work with other adjacent municipalities and La Crosse County on land development policies; and
- (f) Work together on land development and preservation strategies where appropriate;

WHEREAS, the Parties have published a Class 1 notice of intent to develop this Agreement and held a public hearing as required by State Statues, which notice is attached hereto as Exhibit 1;

WHEREAS, the Parties share common borders as shown on the map attached hereto and incorporated herein as Exhibit 2; and

WHEREAS, it is the intention of the Parties that this Agreement be a binding and enforceable contract as provided for in Wis. Stat. 66.0301.

WITNESSETH:

The Parties enter into this Agreement under the authority of Wis. Stat. 66.0301 as set forth below:

SECTION 2 – PARTICIPATING MUNICIPALITIES

2.1 The Agreement applies to the Village of Holmen and Town of Holland, La Crosse County, Wisconsin.

SECTION 3 – MUNICIPAL CONTACTS

3.1 Any notice, or other communication, required to be given to any Party shall be given to the following persons to and on behalf of such Party:

Village of Holmen Administrator
Attn: Mr. Scott Heinig
421 South Main Street
Holmen, WI 54636
608-526-4336
Heinig@holmenwi.com

Town of Holland Clerk
Attn: Ms. Marilyn Pedretti
W7937 County Road MH
Holmen, WI 54636
608-526-3354
clerk@townofhollandwi.org

3.2 The persons holding the positions 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 4 – BOUNDARY AGREEMENT RULES FOR POTENTIAL ANNEXATION OF LAND IN THE TOWN OF HOLLAND AND THE PROVISION OF MUNICIPAL PARTNERSHIP ON SUCH LANDS

During the Term of this Agreement:

4.1 The Village may annex land within the area defined as the Cooperative Boundary "Area A" (red line) on the map attached hereto and incorporated herein as Exhibit 3 and 4, in any legally permitted manner of annexation under the laws of the State of Wisconsin. Where the Cooperative Boundary of "Area A" (red line) appears to follow public roads, the Village may annex the affected segments of such road right-of-way as part of an annexation to annex adjacent real estate. The Town will not oppose, directly or indirectly any annexations within the Cooperative Boundary "Area A," where consistent with this Agreement.

4.2 The Village shall not annex from the Town any areas outside of the Cooperative Boundary "Area A" (red line) identified in Exhibit 3 and 4, without a resolution approving annexation, approved by a simple majority of the Town Board; with the exception that the Village may annex Parcels 8-951-0, 8-952-0, 8-950-0, 8-950-1, 8-957-0, 8-954-0, 8-958-0, 8-959-0, 8-956-3 and 8-956-14, either in part or in whole, at any time following receipt of an Annexation Petition made by Unanimous Consent of the property owners(s), and the Town in accordance with Wisconsin Statutes, shall not oppose, directly or indirectly, any such annexations(s) of those parcels (as listed herein).

4.3 The Town shall not authorize or approve of any subdivision of land or any rezoning of property within the Cooperative Boundary "Area A" (red line) identified in Exhibit 3 and 4, without a resolution approving the subdivision or rezoning, approved by a simple majority of the Village Board.

4.4 The Village shall not oppose, directly or indirectly, any subdivision of land or any rezoning of property, that is outside of the Cooperative Boundary "Area A," and that is specifically and only within the Cooperative Boundary "Area B," (blue shaded area) as identified in Exhibit 3 and 4.

4.5 The Village shall not proceed with any subdivision of land or any rezoning of property within the Cooperative Boundary "Area A," and that is specifically and only within the Cooperative Boundary "Area B," (blue shaded area) as identified in Exhibit 3 and 4, until such time the Town Planning Commission has had an opportunity to review the proposal. The Town shall have forty-five (45) days to provide written comments and/or recommendations to the Village regarding their review. The Village agrees to strongly consider the Town's comments and/or recommendations when making a final determination on any such proposal for that area.

4.6 The Village shall share with the Town, $1.00 in collected taxes per every $1,000 of assessed value of Commercially Zoned and Developed Property (wherever a commercial building/business is present), payable by the Village to the Town by the end of each fiscal year, from qualifying property that is located within the Cooperative Boundary "Area A," and that is specifically and only within the Cooperative Boundary "Area B," (blue shaded area) as identified in Exhibit 3 and 4. Example: existing commercial restaurant (qualifies as commercial business under the Village Zoning Code), has a total assessed value of $500,000; the Village shall pay the Town $500 in shared tax revenue by the end of the year in which the taxes were collected.

4.7 If an annexation occurs within the Cooperative Boundary "Area A," (red line as identified in Exhibit 3 and 4) and where such annexation includes any portion of any segment of a newly paved or newly improved public road (improved within the 24 months preceding Village approval of the annexation by ordinance), the Village shall reimburse the Town forthwith for the full improvement cost that the Town incurred on a square foot basis for that portion of that specific road segment that was annexed, following receipt of all applicable invoices that were attributable to the specific annexed road segment which was improved by the Town and that is now owned by the Village.

4.8 The Village and Town agree to discuss ways in which to partner on the repair and improvement of Town primary corridors or collector streets (such as Briggs Road) within the Cooperative Boundary "Area A," (red line as identified in Exhibit 3 and 4) and still outside of the Village municipal boundary (still in the Town). Should the Parties agree to share the cost of repairs and improvements to any Town primary corridor or collector street, such agreement shall outline the acceptable terms to both Parties, and unless otherwise specified within the agreement, the Village shall not be subject to Section 4.7 above at any time if annexation of the area attributable to the agreement were to occur.

SECTION 5 – UTILITIES

5.1 The Parties agree that utility privileges will be mutually allowed within the Cooperative Boundary "Area A," (red line as identified in Exhibit 3 and 4), and that the Village may place utilities underground at any time, as provided for under Wis. Stats. 66.0425 Privileges in Streets. The Village however, shall not be required to file a bond under Wis. Stats. 66.0525(2), but shall ensure the full and complete repair to any disturbed area.

5.2 The Town waives the necessity of the Village to make request for granting of street privileges for utilities within Cooperative Boundary "Area A," (red line as identified in Exhibit 3 and 4) but the Village shall still provide written notice to the Town (holding jurisdiction of the subject street), before actual street excavation occurs. Plans and specifications for any proposed street privileges shall be submitted at least sixty (60) days in advance to the Town (holding jurisdiction of the subject street).

5.3 No consent to any utility placement within any street right-of-way shall be unreasonably withheld by the Town wherein it is the Village's intent to serve properties outside Cooperative Boundary "Area A," (red line as identified in Exhibit 3 and 4), specifically where the Town has permitted an annexation outside of Cooperative Boundary "Area A," and utilities must now proceed to that area.

SECTION 6 – TOWN ISLANDS

6.1 The Village and Town agree that town islands may be created, as a result of annexations authorized under this Agreement, anywhere within the Cooperative Boundary "Area A," (red line) as identified in Exhibit 3 and 4.

SECTION 7 – INCORPORATION

7.1 During the term of this Agreement, the Town will not support any effort to incorporate any area of the Town.

SECTION 8 – SEVERABILITY

8.1 If any section, paragraphs, or portion of this 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 9 – REFERENCES

9.1 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 statue or ordinance.

9.2 Any references in this Agreement to any particular statue or ordinance shall be interpreted as applying to such statue or ordinance as recreated or amended.

SECTION 10 – INTERPRETATION

10.1 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 Village and Town.

SECTION 11 – ENTIRE AGREEMENT

11.1 The entire agreement of the Parties is contained in this Agreement and it supersedes any and all oral representations and negotiations between the Parties.

SECTION 12 – AUTHORIZATION

12.1 This Agreement shall not take effect until approval by the Parties' governing bodies.

SECTION 13 – IMPLEMENTATION

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

SECTION 14 – AGREEMENT DURATION

14.1 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 the Town of Holland.

14.2 Following the conclusion of each ten (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 the Town of Holland, 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 intention 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 the term at which time the agreement will terminate at the conclusion of the term.

14.3 This Agreement can be terminated or modified at any time through the mutual action of both the Village of Holmen and the Town of Holland.

SECTION 15 – GOOD FAITH

15.1 The Parties hereby acknowledge that this Agreement imposes upon them a duty of good faith and fair dealing and they shall cooperate fully with each other in implementation of this Agreement.

15.2. The Parties further agree to promptly execute such documents, grant such approvals and take other reasonable steps as may be necessary to carry out the intent of this Agreement.

SECTION 16 – BINDING EFFECT

16.1 This Agreement shall inure to the benefit of and the binding upon the Parties hereto, as well as their respective heirs, successors and assigns.

SECTION 17 – GOVERNING LAW

17.1 This Agreement shall be governed by and construed according to the laws of the State of Wisconsin and, in the event of any dispute, venue shall lie in the Circuit Court of La Crosse County, State of Wisconsin.

17.2 If any Party to this Agreement believes that the other Party is in breach of this Agreement, the aggrieved Party shall promptly serve written notice of said breach upon the other Party. Such notice shall specify the nature of the alleged breach. The Parties shall meet promptly thereafter and endeavor in good faith to resolve any dispute amicably. In such event that the initial meeting fails to resolve the dispute, the non-breaching Party shall have the right to recover damages or seek specific enforcement by applying to the La Crosse County Circuit Court.

SECTION 18 – EXHIBITS

Exhibits 1-4 are attached hereto and made a part of this Agreement.

SECTION 19 – ADOPTION

IN WITNESS WHEREOF, the Village and Town certify that this Agreement, including all exhibits, 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 Village of Holmen Board at a regular meeting held on March 9, 2017; and by the Town of Holland Board at a regular meeting held on March 8, 2017.

VILLAGE OF HOLMEN

By: Nancy Proctor

Nancy Proctor, Village President

By: Scott Heinig

Scott Heinig, Village Administrator

Attest:

TOWN OF HOLLAND

By: Katherine Warzynski

Katherine Warzynski, Town Chair

By:

Marilyn Pedretti, Town Clerk

Attest:

EXHIBIT 1

NOTICE OF JOINT PUBLIC HEARING
REGARDING THE INTENTION OF DEVELOPING A PROPOSED VILLAGE OF HOLMEN/TOWN OF HOLLAND BOUNDARY AGREEMENT

PLEASE TAKE NOTICE, that on the 27th day of February, 2017 at 6:00 p.m. at the Town Hall of the Town of Holland, W7937 County Road MH, Holmen, WI 54636, the Plan Commission of the Village of Holmen and Plan Commission of the Town of Holland will be holding a joint hearing regarding their joint intention of developing a proposed Boundary Agreement between the two communities. The Boundary Agreement is pursuant to Wis. Stats. §66.0301. Among the purposes of the proposed Boundary Agreement is the establishment of long-term boundaries between the Village and Town in order to reduce annexation and development disputes and to minimize fragmentation and irregular boundaries. The Village and Town invite public comments on the proposed Boundary Agreement before taking final action. Any person may comment on the Boundary Agreement during the hearing or may submit written comments beforehand. Copies of the proposed Boundary Agreement may be obtained from the following representatives:

Town of Holland
Ms. Marilyn Pedretti
Town Clerk
Town of Holland
W7937 County Road MH
Holmen, WI 54636
608-526-3354
clerk@townofhollandwi.org

Village of Holmen
Mr. Scott Heinig
Administrator
Village of Holmen
421 South Main St.
Holmen, WI 54636
608-526-4336
Heinig@holmenwi.com

Dated this 20th day of January, 2017

Published by order of Village of Holmen Village Board and Town of Holland Town Board

Publication Instructions to Courier-Life: Publish as a Class I notice with the insertion no later than January 27, 2017.

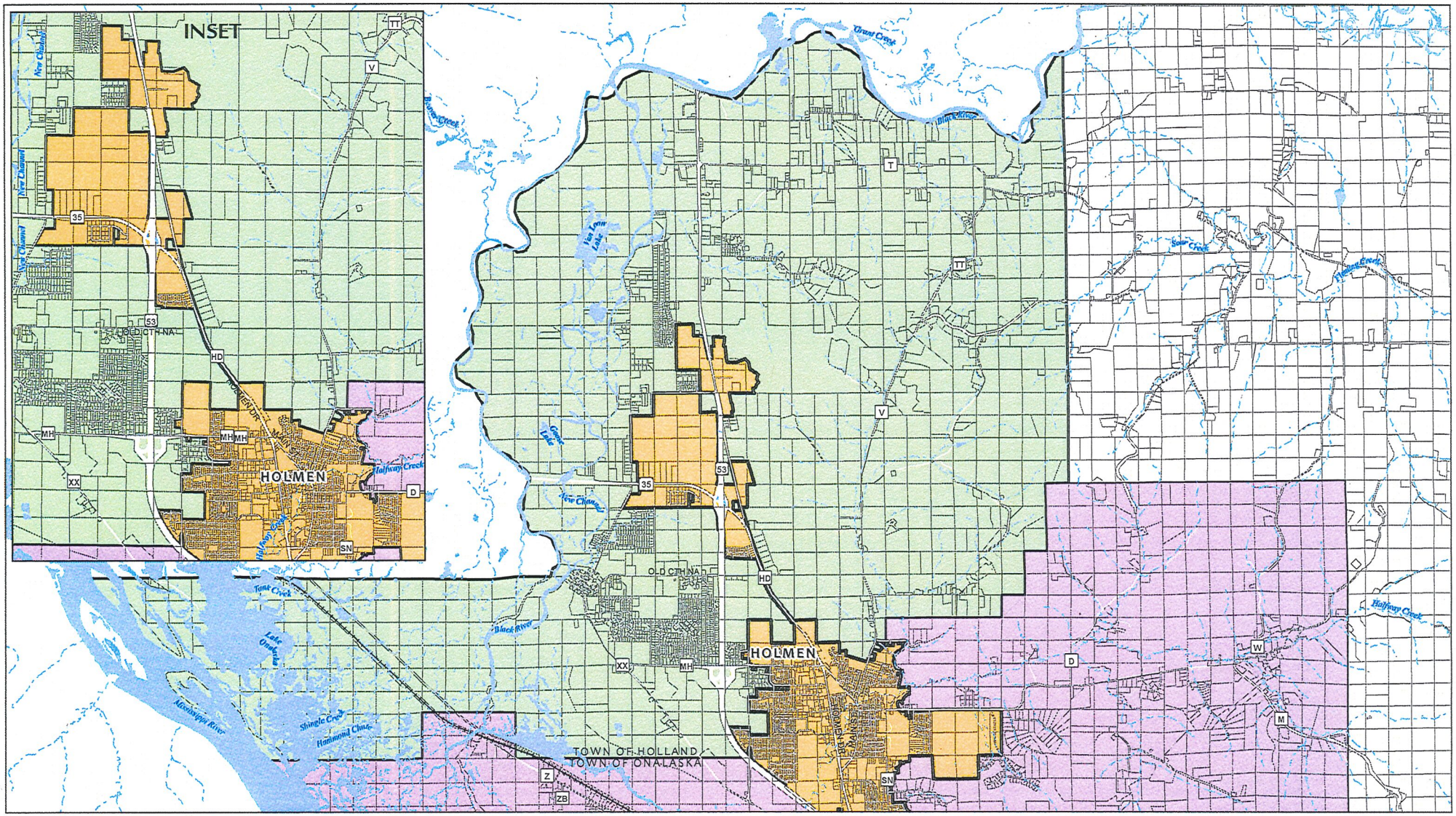

EXHIBIT 2: CURRENT MUNICIPAL BOUNDARIES

Legend

Village of Holmen | Town of Holland | Town of Onalaska | Parcel | Waterbody | Railroad

DATA SOURCES: BASE DATA PROVIDED BY LA CROSSE COUNTY

N

0 1,250 2,500 5,000 Feet

MSA

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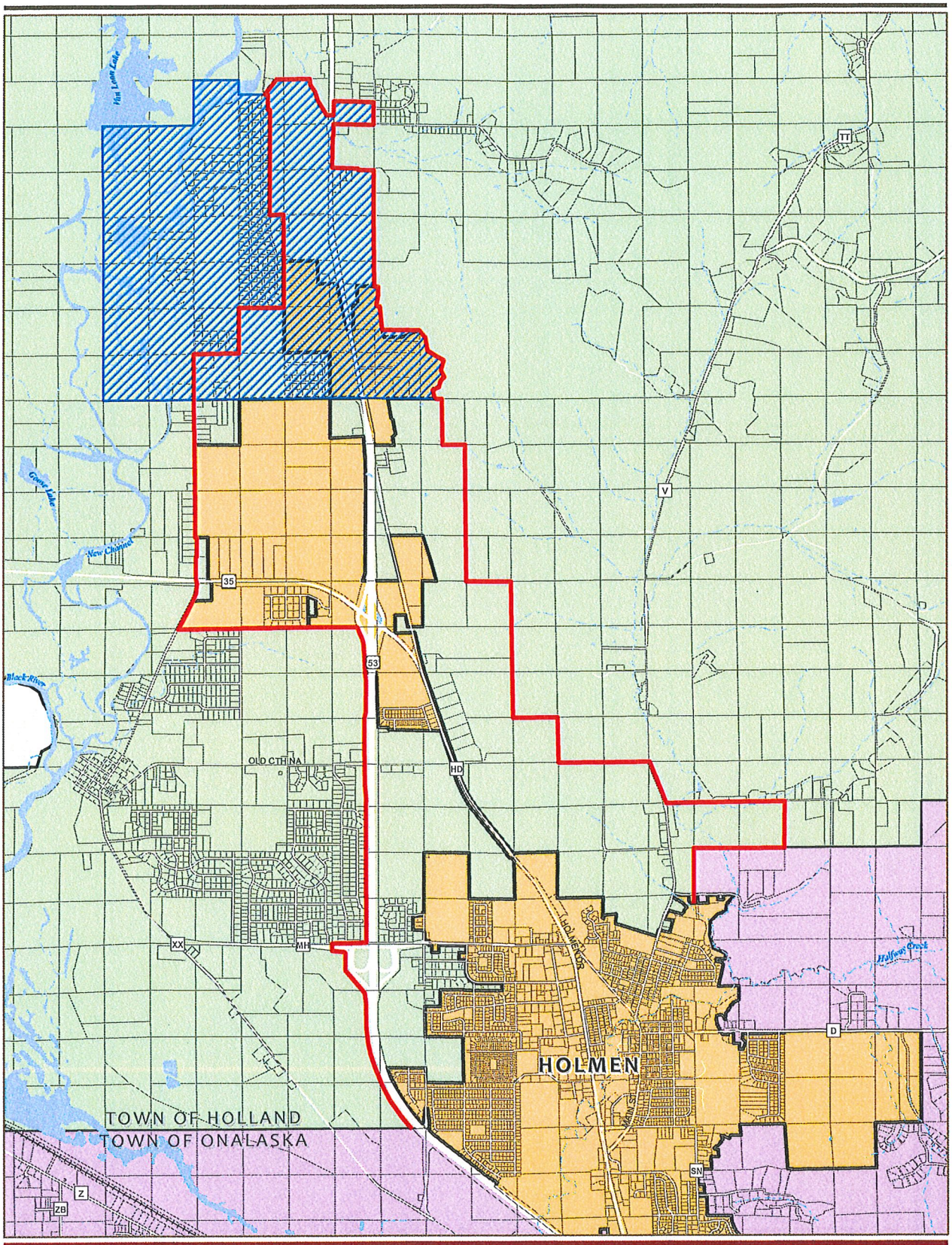

EXHIBIT 3: COOPERATIVE BOUNDARY

LEGEND

- Cooperative Boundary Area A
- Cooperative Boundary Area B
- Village of Holmen
- Town of Holland
- Town of Onalaska
- Parcel
- Waterbody
- Railroad

DATA SOURCES:
BASE DATA PROVIDED BY LA CROSSE COUNTY.

N

0 625 1,250 2,500 Feet

MSA PROFESSIONAL SERVICES

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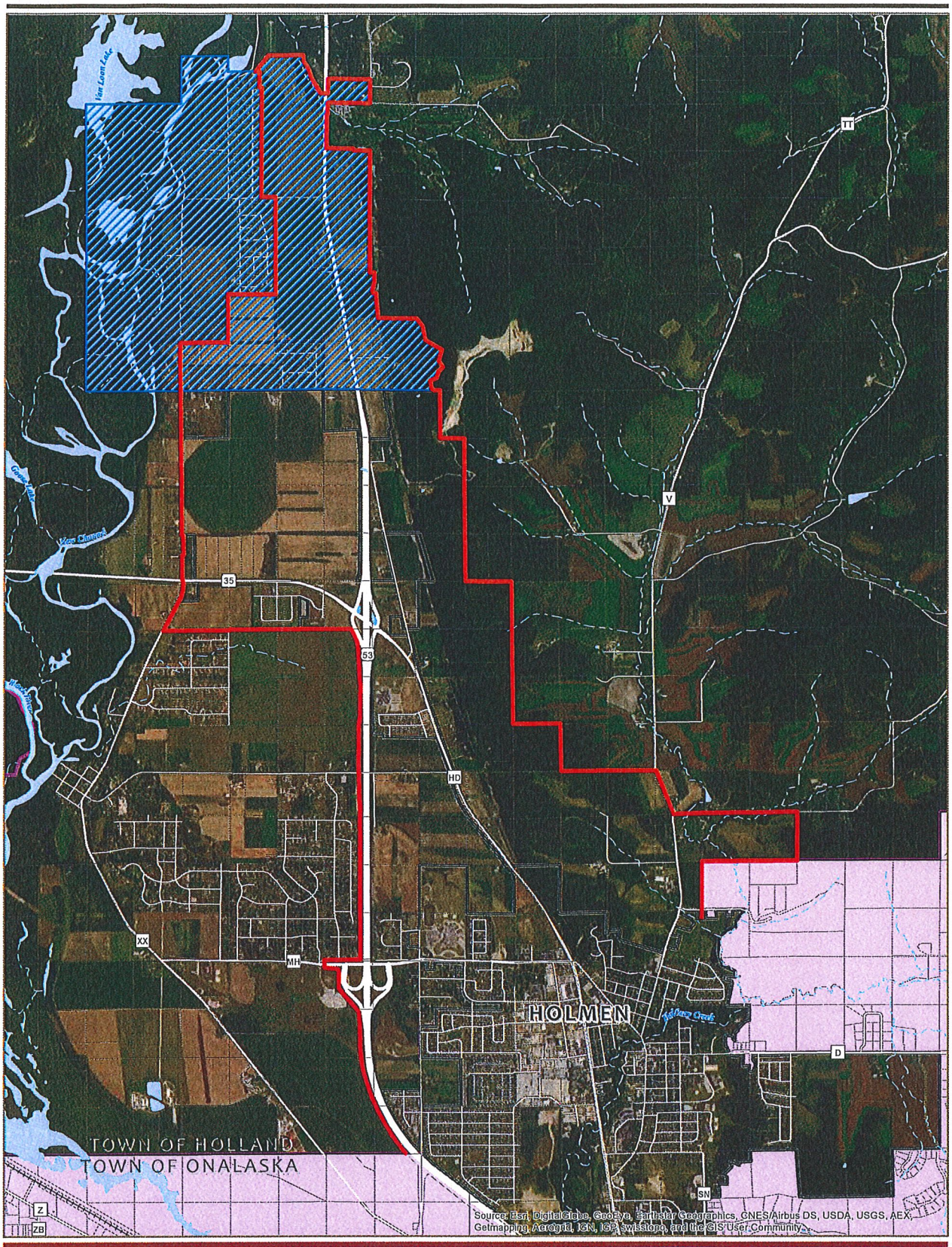

EXHIBIT 4: COOPERATIVE BOUNDARY

LEGEND

- Cooperative Boundary Area A
- Cooperative Boundary Area B
- Village of Holmen
- Town of Holland
- Town of Onalaska
- Parcel
- Waterbody
- Railroad

DATA SOURCES:
BASE DATA PROVIDED BY LA CROSSE COUNTY.
AERIAL PROVIDED BY ESRI.

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0 625 1,250 2,500 Feet

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