

STATE OF WISCONSIN

CIRCUIT COURT

LA CROSSE COUNTY

In RE:

The Incorporation of the Town of Onalaska
La Crosse County, Wisconsin
as the Village of Midway

Case No.: 14-CV-686

La Crosse County WI
FILED

APR 11 2016

RENEE LA FORTUNE
CLERK OF COURT

STIPULATION AND ORDER OF DISMISSAL
WITHOUT PREJUDICE

WHEREAS, the undersigned parties have reached a mutually acceptable Boundary Agreement, a copy of which is attached hereto and incorporated herein by reference as "Exhibit A"; and this Court shall retain jurisdiction over this matter to the extent a dispute arises as to "Exhibit A."

NOW THEREFORE, the undersigned parties agree and stipulate as follows:

1. The above recitals are incorporated herein.
2. The parties, through their respective attorneys, stipulate and agree that this action, together with all claims and causes of action set forth in the pleadings, be dismissed without prejudice and without further costs to any party.

Dated this 5th day of April, 2016.

By:



Brian G. Weber, SBN 1024963
Attorney for the Village of Holmen
205 5th Avenue South, Suite 600
P.O. Box 1626
La Crosse, WI 54601 1626
(608) 784-5678

Dated this 6th day of April, 2016.

PIETZ, VANDERWAAL, STACKER
& ROTTIER, S.C.

By: 

Gregory J. Stacker, SBN 1006799
Attorney for the Town of Onalaska
530 Jackson Street
P.O. Box 1343
Wausau, WI 54402-1343
(715) 845-9211

Dated this 8 day of April, 2016.

O'FLAHERTY, HEIM, EGAN
& BIRNBAUM, LTD

By: 

Sean O'Flaherty, SBN
Attorney for the City of Onalaska
201 Main Street, Suite 1000
La Crosse, WI 54601

ORDER

PURSUANT to the above Stipulation of the parties, the same is made the Order of this Court.

Dated this 10 day of April, 2016.

BY THE COURT:

The original was signed by
JUDGE SCOTT L. HORNE
on the date indicated.

Honorable Scott L. Horne, Branch 4

**City of Onalaska, Village of Holmen
and
Town of Onalaska**

Boundary Agreement

Under Section 66.0301, Wisconsin Statutes

March 24, 2016

EXHIBIT A

Boundary Agreement

Village of Holmen
City of Onalaska
Town of Onalaska

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SECTION 1—INTRODUCTION

The City of Onalaska, a Wisconsin municipal corporation with offices at 415 Main Street, Onalaska, Wisconsin 54650 (hereafter referred to as "City"), the Village of Holmen, a Wisconsin municipality with offices at 421 South Main Street, Holmen, Wisconsin 54636 (hereafter referred to as "Village") and the Town of Onalaska, (hereafter referred to as "Town") a Wisconsin municipality with offices at W7052 2nd Street, Onalaska, Wisconsin, 54650 (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 and would not be subject to annexation by the City or 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 preservation strategies for regional greenway, park or bluff-land protection planning;

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

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Village of Holmen
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WHEREAS, the Parties share common borders as shown 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

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

SECTION 3—MUNICIPAL CONTACTS

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:

City of Onalaska Public Works Director
Attn: Mr. Jarrod Holter
415 Main Street
Onalaska, Wisconsin 54650
608-781-9597
jholter@cityofonalaska.com

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

Town of Onalaska Board Chair
Attn: Mr. Rolly Bogert
N5589 Commerce Road
Onalaska, WI 54650
608-783-4958
rolly.bogert@townofonalaska.org

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Village of Holmen
City of Onalaska
Town of Onalaska

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 ONALASKA AND THE PROVISION OF MUNICIPAL SERVICES TO
SUCH LANDS**

During the Term of this Agreement:

- 4.1 The Village and City may annex land within those areas defined as the "Central Corridor" on the map attached hereto and incorporated herein as Exhibit 3, in any legally permitted manner of annexation under the laws of the State of Wisconsin. Where the boundary of the Central Corridor appears to follow public roads, the Village or City may annex the affected segments of such road rights-of-way as part of an annexation to annex adjacent real estate. The Town will not oppose directly or indirectly any annexations within the Central Corridor, where consistent with this Agreement.
- 4.2 Notwithstanding Section 4.1 above, Annexations within those areas defined on Exhibit 3 as "Sensitive Areas," including annexation of the public rights-of-way, shall only be made by unanimous consent petitions.
- 4.3 Prior to any portion of Exhibit 3 "Area B" (area with blue shading) being annexed, at least 65 percent of the land located south of Halfway Creek (area with pink shading) generally to the southwest of Area B must be "Developed," which term is defined as included within a recorded subdivision plat or certified survey map and occupied by a principal land use such as residences or businesses.
- 4.4 The Sun Valley subdivision, as delineated in Exhibit 3, is excluded from the Central Corridor. The Sun Valley subdivision may become a Town Island as outlined in Section 6 of this Agreement.
- 4.5 During the Term of this Agreement, the Village and the City shall not annex from the Town any areas East and West of the Central Corridor identified in Exhibit 3, or any lands within the Sun Valley subdivision, without the consent of the Town Board.
- 4.6 Notwithstanding Section 4.1 above, annexations to any portion of Exhibit 3 "Area A" (area with green outline) shall be by unanimous consent petition(s) only.
- 4.7 In the event the City and/or the Village annex any lands within the Central Corridor or the Expanded Central Corridor pursuant to the terms of this Agreement, then the following provisions shall apply with respect to any lands located within the area subject to the annexation which are owned at the effective time of such annexation by a "light, heat and power company" (the "Electric Company") as defined in Section 76.26(1)(e), Wis. Stats. During the five calendar year period of time following the date of such annexation, any "revenue"

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received by the annexing municipality from the Electric Company shall be paid to the Town within sixty (60) days following receipt thereof. The term "revenue" means all revenues, exclusive of local property taxes levied pursuant to Chapter 70 of the Wisconsin Statutes, paid by the Electric Company to the annexing municipality because of the land and facilities of such Company being located within such municipality. Revenues also include any share of utility taxes or fees paid by the State of Wisconsin pursuant to Chapter 76 of the Wisconsin Statutes, to the annexing municipality in lieu of local taxation of the Electric Company, as provided for in Section 76.20(9), Wis. Stats.

SECTION 5—UTILITIES

5.1 The Parties agree that utility privileges will be mutually allowed between all Parties and all Parties may place utilities as provided for under Wis. Stat. § 66.0425 Privileges in Streets, except that no Party under this Agreement shall be required to file a bond under Wis. Stat. § 66.0525(2).

5.2 All Parties waive the necessity to make a request to the other for granting of street privileges but each party shall provide written notice to the jurisdictional Party before actual street excavation occurs and plans and specifications for any proposed street privileges shall be submitted at least sixty (60) days in advance to the municipality who has jurisdiction of the subject street.

5.3 No consent to any utility placement within such streets shall be unreasonably withheld.

SECTION 6—TOWN ISLANDS

The City, Village and Town agree that town islands may be created as a result of annexations authorized under this Agreement within the Central Corridor, with such town islands possible only within the areas listed below and delineated on Exhibits 4 through 10:

6.1 One or more properties within the Sensitive Areas and Sun Valley subdivision identified in Exhibit 3.

6.2 In association with permitted annexations into the City, one or more properties in any of the following areas:

- (a) Along Superior Street west of County Road S (Lost Lake Addition subdivision), plus the strip of land in the Town that connects this area to U.S. Highway 53 (outlined in red on Exhibit 4).
- (b) North Green Coulee area, near the north ends of Green Coulee Road and Green Coulee Lane (outlined in red on Exhibit 5).
- (c) Along and near State Trunk Highway 35, south of the southern Sensitive Area on Exhibit 3 (outlined in red on Exhibit 6).

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Village of Holmen
City of Onalaska
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6.3 In association with permitted annexations into the Village, one or more properties in any of the following areas, as specifically delineated in red in Exhibits 7 through 10:

- (a) Lands between the Cedar Meadows and Sandy Knolls subdivisions, west of Sand Lake Road (outlined in red on Exhibit 7).
- (b) Walden Acres Addition subdivision and adjacent subdivided lands (outlined in red on Exhibit 8), but only if the entirety of the lands in the Town located between this area, State Trunk Highway 35, U.S. Highway 53, and the 53/35 interchange are subject to a petition for annexation by unanimous consent.
- (c) Christian Farms Nursery area along Sand Lake Road near Grant Street, plus the strip of land in the Town that connects this area to U.S. Highway 53 (outlined in red on Exhibit 9).
- (d) Cole Court lots (outlined in red on Exhibit 10).

6.4 The creation of Town Islands in any other areas beyond those identified above and in Exhibits 4 through 10 shall be subject to applicable Wisconsin laws.

SECTION 7—INCORPORATION

7.1 During the term of this Agreement, the Town will not support an effort to incorporate any area of the Town located east of the western boundary of the Central Corridor, except for the Sensitive Areas.

7.2 The Town may only support a petition to incorporate west of the Central Corridor and in the Sensitive Areas if, prior to the filing of a Petition for Incorporation, the Town first holds an advisory referendum for that portion of the Town proposed to be incorporated and at least 65 percent of the electors in the area proposed to be incorporated and voting in the referendum approve of the Petition for Incorporation.

7.3 If the results of the Advisory Referendum reflect that less than 65 percent of the voting electors in the area proposed to be incorporated support the Petition, then the Town shall not support, finance or support the filing of a Petition for Incorporation.

7.4 The Town shall provide written notice to the City and Village upon passage of the resolution to hold an advisory referendum. If the results of Advisory Referendum reflect that more than 65 percent of such electors in the area proposed to be incorporated approve of the Petition for Incorporation, then the Central Corridor for all purposes of this Agreement shall be expanded to include those properties within the area on Exhibit 3 that is shaded in green and referred to as the "Expanded Central Corridor."

SECTION 8—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

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Town of Onalaska

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 statute or ordinance.

9.2 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.

SECTION 10—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.

SECTION 11—ENTIRE AGREEMENT

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

SECTION 12—AUTHORIZATION

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

SECTION 13—IMPLEMENTATION

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 in full force for a period of ten (10) years from the date of its execution by the Parties.

14.2 This Agreement can be terminated or modified at any time only with approval of the governing bodies of all Parties.

14.3 This Agreement shall automatically renew for additional renewal periods of five (5) years unless one of the Parties cancels the Agreement by written notice to the other parties at least six (6) months prior to the expiration of the applicable term.

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Village of Holmen
City of Onalaska
Town of Onalaska

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

This Agreement shall inure to the benefit of and be 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 for LaCrosse 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 1-10 are attached hereto and made a part of this Agreement.

SECTION 19—ADOPTION

IN WITNESS WHEREOF, the City, 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 Common Council of the City of Onalaska at a regular meeting held on March 8, 2016; by Village of Holmen Village

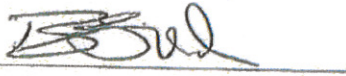
Boundary Agreement

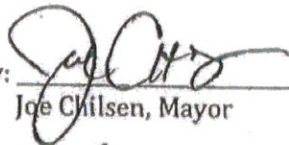
Village of Holmen
City of Onalaska
Town of Onalaska

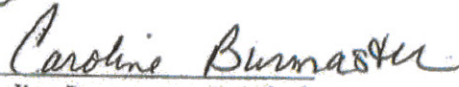
Board at a regular meeting held on March 10, 2016; and by Town of Onalaska Town
Board at a regular meeting held on March 8, 2016.

CITY OF ONALASKA

ATTEST:



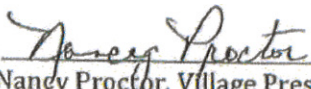
By: 
Joe Chilsen, Mayor

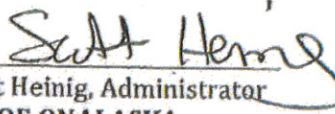
By: 
Caroline Burmaster, City Clerk

VILLAGE OF HOLMEN

ATTEST:




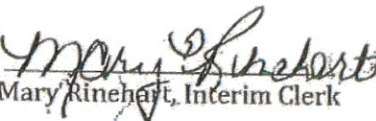
By: 
Nancy Proctor, Village President

By: 
Scott Heinig, Administrator
TOWN OF ONALASKA

ATTEST:



By: 
Rolly Bogert, Town Board Chair

By: 
Mary Rinehart, Interim Clerk

**NOTICE OF JOINT PUBLIC HEARING OF PROPOSED CITY OF ONALASKA/VILLAGE OF
HOLMEN/TOWN OF ONALASKA BOUNDARY AGREEMENT**

PLEASE TAKE NOTICE, that on the 29th day of February, 2016 at 6:00 p.m. at the Onalaska Omni Center, 255 Riders Club Road, Onalaska, WI 54650, the Plan Commission of the City of Onalaska, Plan Commission of the Village of Holmen and Plan Commission of the Town of Onalaska will be holding a joint hearing on a proposed Boundary Agreement. 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 City, Village and Town in order to reduce annexation disputes and to minimize fragmentation and irregular boundaries. The City, 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 before, at or within 20 days following the hearing. Copies of the proposed Boundary Agreement be may be obtained from the following representatives:

City of Onalaska

Ms. Cari Burmaster
City Clerk
City of Onalaska
415 Main Street
Onalaska, WI 54650
608-781-9590
cburmaster@cityofonalaska.com

Village of Holmen

Mr. Scott Heinig
Administrator
Village of Holmen
421 County Hwy DH
Holmen, WI 54636
608-526-4336
heinig@holmenwi.com

Town of Onalaska

Mr. Rolly Bogart
Town Chairman
N5589 Commerce Road
Onalaska, WI 54650
608-790-2800
rolly.bogert@townofonalaska.org







Dated this 5th day of February, 2016

Published by order of City of Onalaska Common
Council, Village of Holmen Village Board and
Town of Onalaska Town Board

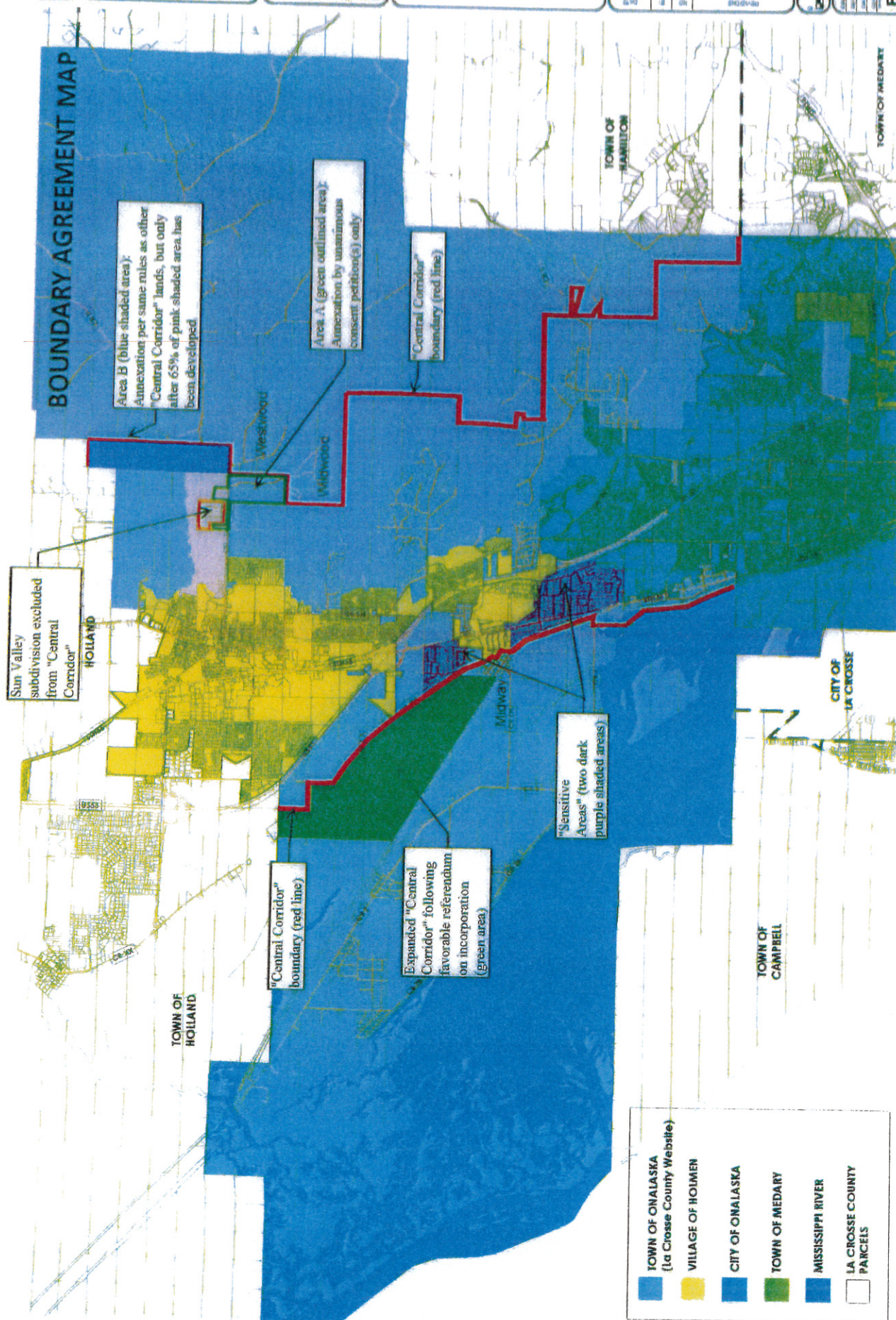
Publication Instructions to Courier-Life: Publish as a Class I notice with the insertion no later than February 5, 2016.

{01759807.DOCX}

Exhibit 1

-  TOWN OF ONALASKA
 (La Crosse County Website)
 VILLAGE OF HOLMEN
 CITY OF ONALASKA
 TOWN OF MEDARY
 MISSISSIPPI RIVER
 LA CROSSE COUNTY PARCELS

BOUNDARY AGREEMENT MAP



- TOWN OF ONALASKA (La Crosse County Website)
- VILLAGE OF HOIMEN
- CITY OF ONALASKA
- TOWN OF MEDARY
- MISSISSIPPI RIVER
- LA CROSSE COUNTY PARCELS



EXHIBIT 4

SUPERIOR STREET AREA (OUTLINED IN RED)

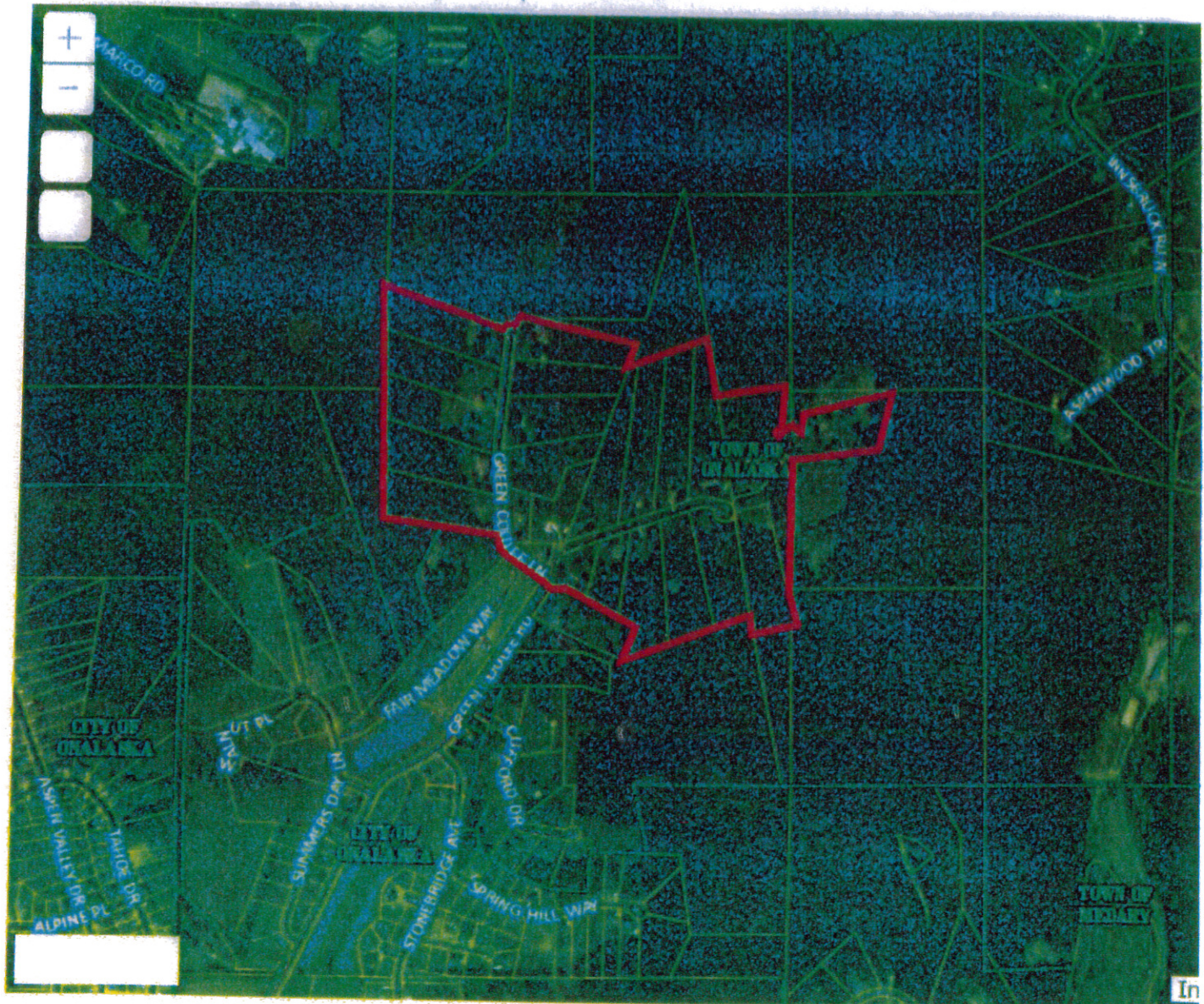


EXHIBIT 5

NORTH GREEN COULEE AREA (OUTLINED IN RED)

0.2 mi

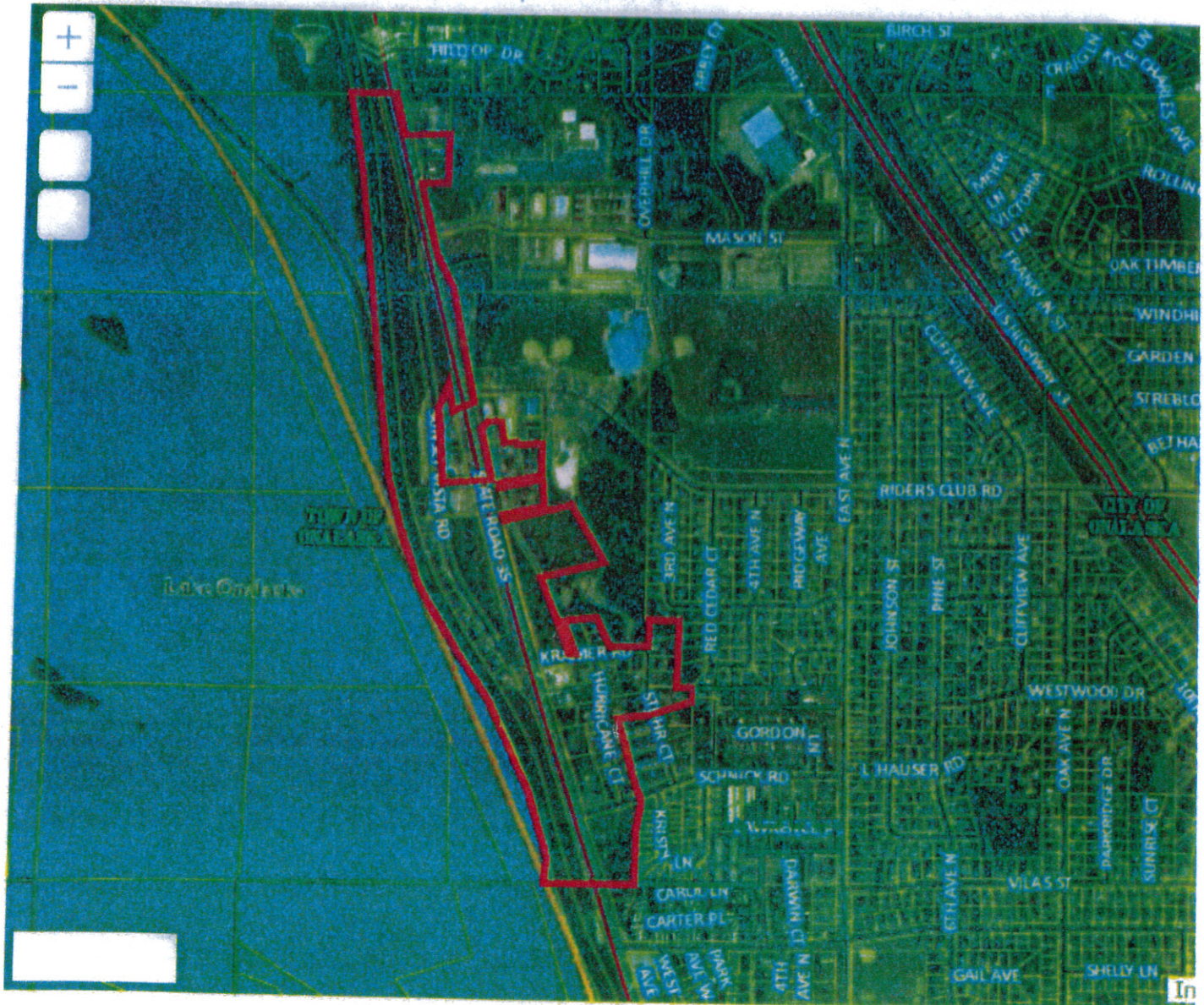


EXHIBIT 6

HIGHWAY 35/CITY AREA (OUTLINED IN RED)

0.2mi



EXHIBIT 7

SANDY KNOLLS AREA (OUTLINED IN RED)



EXHIBIT 8

WALDEN ACRES AREA (OUTLINED IN RED)

600ft



EXHIBIT 9

CHRISTIAN FARMS NURSERY AREA (OUTLINED IN RED)



EXHIBIT 10
COLE COURT AREA
(OUTLINED IN RED)