



INTERGOVERNMENTAL BOUNDARY AGREEMENT
between
City of Rice Lake
and
Town of Rice Lake

Regarding Adjusting the Boundaries between the City of Rice Lake and Town of Rice Lake

Pursuant to Wis. Stat. § 66.0301(6), this Intergovernmental Boundary Agreement (this “Agreement”) is entered into this 31st day of August, 2023, by and between the City of Rice Lake, a Wisconsin municipal corporation, with an address of 30 E. Eau Claire Street, Rice Lake, Wisconsin (the “City”), and the Town of Rice Lake, a Wisconsin municipal corporation, with an address of 1830 Macauley Avenue, Rice Lake, Wisconsin (the “Town”).

1. **Purpose:** The purpose of this Agreement is to adjust the boundary lines located between the City and Town.
2. **Term:** The term of this Agreement shall commence upon the date of publication of this Agreement as required by Wis. Stat. § 66.0301(6)(c)2 (“Effective Date”) and continue until August 31, 2033. This Agreement may be renewed. Upon expiration of this Agreement, any boundary determined under this Agreement remains in effect until subsequently changed.
3. **Boundary Line Change:**
 - A. The boundaries between the City and Town shall change such that the lands described in Exhibit A shall change jurisdiction from the City to the Town and the lands described in Exhibit B shall change jurisdiction from the Town to the City. On the Effective Date, the boundary lines between the City and Town shall be as shown on Exhibit C.
 - B. The boundary of Parcel Number 038-1500-26-000 shall be adjusted to be aligned with the shoreline.
4. **Approval of Agreement:** The City Common Council and Town Board certify that this Agreement has been approved by their respective governing bodies. The City shall be responsible for enacting an ordinance to accomplish the boundary changes set forth in this Agreement, and the Town and City agree to adopt all other ordinances and take all other actions necessary to carry out this Agreement.
5. **Incorporation of Exhibits:** Exhibits A, B, and C are hereby made a part of this Agreement.
6. **Entire Agreement and Amendment:** This Agreement constitutes the entire Agreement between the parties relating to boundaries between the City and Town. No party has relied upon any statements, promises, or representations that are not set forth in this document. This Agreement may be amended only upon the mutual written agreement executed by both parties.

- 7. **Severability:** If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstance other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

- 8. **Contacts:** Any official notifications or other correspondence between the City and Town related specifically to this Agreement shall be directed as follows:
 - For the City of Rice Lake: City Clerk
 City of Rice Lake
 30 E. Eau Claire Street
 Rice Lake, WI 54868

 - For the Town of Rice Lake: Town Clerk/Treasurer
 Town of Rice Lake
 1830 Macauley Avenue
 Rice Lake, WI 54868

- 9. **Recording:** A notice of this Agreement may be recorded by any party to this Agreement.

- 10. **Governing Law; Venue:** Any cause of action for breach of this Agreement shall be brought in Barron County, Wisconsin. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Wisconsin.

- 11. **Binding Effect:** This Agreement shall bind upon and inure to the benefit of the City and Town and their successors and assigns.

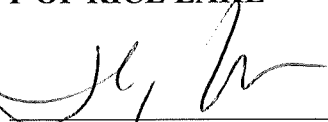
- 12. **Waiver:** No delay or omission by City or Town in exercising any right or power arising out of any default under any of the terms and conditions of this Agreement shall be construed to be a waiver of the right or power.

- 13. **Counterparts:** This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

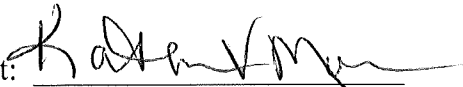
Signature Page Follows.

IN WITNESS THEREOF, the parties have entered into this legally binding Agreement on the dates shown below. This Agreement shall not become effective unless and until it is approved by the City of Rice Lake Common Council and the Town of Rice Lake Town Board is signed by the authorized officials listed below, and is published as required by Wis. Stat. § 66.0301(6)(c)2.

CITY OF RICE LAKE

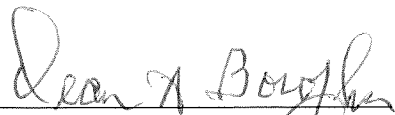
By: 
Justin Fonfara, Mayor

Date: 9/11/2023

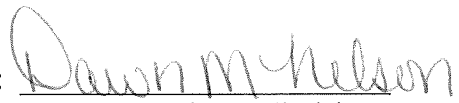
Attest: 
Kathleen V. Morse, Clerk

Date: 9-11-23

TOWN OF RICE LAKE

By: 
Dean Borofka, Town Chair

Date: 9-18-23

Attest: 
Dawn M. Nelson, Clerk/Treasurer

Date: 9-18-23

EXHIBIT A
LANDS CHANGING TO TOWN'S JURISDICTION

To the extent any of the following parcels or parts thereof are currently under the City's jurisdiction, these parcels shall change to the Town's jurisdiction:

1. 038-4419-05-000
2. 038-4419-06-000
3. 038-1500-26-000
4. 038-4045-04-000
5. 038-4045-03-000
6. 038-4045-02-000
7. 038-4375-23-000
8. 038-4375-11-000
9. 038-4375-10-000
10. 038-4375-06-000
11. 038-4375-04-000
12. 038-4375-03-000
13. 276-5006-10-000
14. 276-5006-08-000
15. 276-5006-07-000
16. 276-2238-02-000
17. 276-5001-03-000
18. 276-1111-02-000

EXHIBIT B
LANDS CHANGING TO CITY'S JURISDICTION

To the extent any of the following parcels or parts thereof are currently under the Town's jurisdiction, these parcels shall change to the City's jurisdiction:

1. 038-4001-12-000
2. 038-4001-11-000

EXHIBIT C
MAP OF NEW CITY/TOWN BOUNDARY LINE

See Attached.

CITY OF RICE LAKE
Corporate Boundary After Proposed Revisions (as of 8/28/2023)

City of Rice Lake's Corporate Boundary After Proposed Revisions.

