

CITY OF ONALASKA & TOWN OF MEDARY
MEETING NOTICE

COMMITTEE/BOARD: Joint Plan Commissions
DATE OF MEETING: November 17th, 2016 (Thursday)
PLACE OF MEETING: Eagle Bluff Elementary School (Music Room)
200 Eagle Bluff Court, Onalaska, WI 54650
TIME OF MEETING: 7:00 p.m.

PURPOSE OF MEETING

The City of Onalaska's Plan Commission and the Town of Medary's Plan Commission are holding a joint meeting for the purpose of discussing a proposed general boundary agreement. The establishment of boundary agreements is pursuant to Wis. Stats. §66.0301. Among the purposes of a general boundary agreement is the establishment of long-term boundaries between the City and Town in order to reduce annexation disputes and to minimize fragmentation and irregular boundaries.

AGENDA

1. Election of Chairperson for the Joint Plan Commission Meeting
2. Call to Order and Roll Call

Consideration of the following items:

3. Presentation by the City of Onalaska with overview of proposed general boundary agreement for the City of Onalaska and Town of Medary. (Proposed general boundary agreement available on the City of Onalaska website).
4. **Public Hearing: Approximately 7:00 PM or immediately following item 3 on the agenda**
Pertaining to a general Boundary Agreement between the City of Onalaska and Town of Medary. (Limited to 3 minutes per individual. Input will be taken, but this is not a discussion/answer period.)
5. Adjournment

At no time during this meeting will any action or voting be made on this or any other issue.

PLEASE TAKE FURTHER NOTICE that members of the Common Council of the City of Onalaska or other City committees, or the Town Board of the Town of Onalaska or other Town committees who do not serve on the Plan Commission may attend this meeting to gather information about a subject over which they have decision making responsibility.

Therefore, further notice is hereby given that the above meeting may constitute a meeting of the Common Council or Town Board and is hereby noticed as such, even though it is not contemplated that the Common Council, or Town Board will take any formal action at this meeting.

NOTICES MAILED TO:

* Mayor Joe Chilsen, Chair

Ald. Jim Binash

Ald. Jim Olson

*Ald. Jim Bialecki

Ald. Bob Muth

Ald. Barry Blomquist

Ald. Harvey Bertrand

* Jarrod Holter, City Engineer

City Attorney Dept Heads

La Crosse Tribune

Onalaska Holmen Courier Life

WKTY WLAX WLXR WKBT WXOW

*Jan Brock

*Paul Gleason

*Knut Temte

*Craig Breitsprecher

* Andrea Benco - Chair Parks & Rec.

** Victor Hill - Vice Chair Parks & Rec.

JD Manske Family Land Holdings Inc.

Town of Medary (dist. By L. Seidel)

Onalaska Public Library Onalaska Omni Center

Date Notices Mailed and Posted: 11-9-16

In compliance with the Americans with Disabilities Act of 1990, the City of Onalaska will provide reasonable accommodations to qualified individuals with a disability to ensure equal access to public meetings provided notification is given to the City Clerk within seventy-two (72) hours prior to the public meeting and that the requested accommodation does not create an undue hardship for the City.

**City of Onalaska and
Town of Medary
Boundary Agreement
Under Section 66.0301, Wisconsin Statutes**

Draft September 21, 2016

TABLE OF CONTENTS

	Page
SECTION 1—INTRODUCTION	1
SECTION 2—PARTICIPATING MUNICIPALITIES	2
SECTION 3—MUNICIPAL CONTACTS	2
SECTION 4—TIER 1-RULES FOR POTENTIAL ANNEXATION OF LAND IN THE TOWN OF MEDARY AND THE PROVISION OF MUNICIPAL SERVICES TO SUCH LANDS	2
SECTION 5— TIER 2-RULES FOR POTENTIAL ANNEXATION OF LAND IN THE TOWN OF MEDARY AND THE PROVISION OF MUNICIPAL SERVICES TO SUCH LANDS	3
SECTION 6— TIER 3-RULES FOR POTENTIAL ANNEXATION OF LAND IN THE TOWN OF MEDARY AND THE PROVISION OF MUNICIPAL SERVICES TO SUCH LANDS	3
SECTION 7—UTILITIES AND FIRE SERVICE	4
SECTION 8—SEVERABILITY	5
SECTION 9—REFERENCES	5
SECTION 10—INTERPRETATION	5
SECTION 11—ENTIRE AGREEMENT	5
SECTION 12—AUTHORIZATION	6
SECTION 13—IMPLEMENTATION	6
SECTION 14—AGREEMENT DURATION	6
SECTION 15— GOOD FAITH	6
SECTION 16—BINDING EFFECT	6
SECTION 17—GOVERNING LAW	6
SECTION 18—EXHIBITS	7
SECTION 19—ADOPTION	7

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 Town of Medary, a Wisconsin municipality with offices at N3393 Smith Valley Road, La Crosse, Wisconsin 54601 (hereafter referred to as “Town”) (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 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 work with other adjacent municipalities and La Crosse County on land development policies; and

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;

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 and Town of Medary, 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 Engineer
Attn: Mr. Jarrod Holter
415 Main Street
Onalaska, Wisconsin 54650
608-781-9597
jholter@cityofonalaska.com

Town of Medary Board Chairman
Attn: Ms. Linda Seidel
N3389 Smith Valley Road
La Crosse, WI 54601
608-781-2275
townofmedary@charter.net

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—TIER 1 -RULES FOR ANNEXATION OF LAND IN THE TOWN OF MEDARY AND THE PROVISION OF MUNICIPAL SERVICES TO SUCH LANDS

During the Term of this Agreement:

4.1 The City shall waive the annexation application fee and arrange for payment of the Department of Administration fees from City funds as well as offer other various incentives (“Incentives”) which may include waiving park fees, deferred special assessments and

other costs for the residents in Tier 1 as shown on Exhibit 3, Tiers 1-3 Map and Exhibit 4, Tier 1 Map, attached hereto.

4.2 Upon annexation of properties within Tier 1, the City agrees to pay the Town the Act 317 fees.

4.3 The City agrees to annex and maintain those portions of Pralle Road, Germaine Court and Esther Drive currently within Town limits, as adjacent properties are annexed into the City. The City shall budget for rebuilding these streets and any special assessments created to offset the costs of reconstructing these streets shall be payable over a 20-year time period. The City and Town shall work together when annexing streets so as not to create islands.

4.4 At the City's discretion, the Incentives shall be offered for eighteen months after the date of this Agreement and may be offered at the time any property in Tier 1 is sold.

4.5 Upon annexation into the City of Onalaska, the City shall provide municipal services to such property.

SECTION 5—TIER 2 -RULES FOR ANNEXATION OF LAND IN THE TOWN OF MEDARY AND THE PROVISION OF MUNICIPAL SERVICES TO SUCH LANDS

During the Term of this Agreement:

5.1 Properties in Tier 2 are as shown on Exhibit 3, Tiers 1-3 Map and Exhibit 5, Tier 2 map attached hereto.

5.2 Properties in Tier 2 may be annexed to the City of Onalaska by majority annexation. If any annexation occurs in Tier 2A contiguous to Parcel #9-376-0 (a 6.74 acre parcel of vacant land) then Parcel #9-376-0 shall be annexed so as to not leave an island of Town property in the future.

5.3 The Town agrees that as the majority of the property in Tier 2 is undeveloped, the Town shall not issue any building permits for new residential units or new commercial developments or remodeling in which the setback of the residential or commercial property will be altered without the consent of the City of Onalaska, following a pre-established set of criteria as set forth on Exhibit 6.

5.4 The Town shall not object to or interfere with annexations within Tier 2.

5.5 Upon annexation into the City of Onalaska, the City shall provide municipal services to such property.

SECTION 6—TIER 3 -RULES FOR ANNEXATION OF LAND IN THE TOWN OF MEDARY AND THE PROVISION OF MUNICIPAL SERVICES TO SUCH LANDS

During the Term of this Agreement:

6.1 Properties in Tier 3 are as shown on Exhibit 3, Tiers 1-3 Map and Exhibit 7, Tier 3 map attached hereto.

6.2 Properties within Tier 3 would not be subject to annexation to the City within the term of this Boundary Agreement unless 75% of the property owners within either Tier 3A or Tier 3B petition for annexation, except that unanimous annexation requests by individual property owners shall be considered on a case by case basis by mutual agreement of the City and Town.

6.3 The Town shall work with the City and allow the City to loop the City owned water system through this area. The Town agrees not to contest any easement acquisitions by the City and to allow the water main to be installed in Town right-of-way. The City agrees to work with the Town Board and provide plans for the location within the right-of-way in the Town at least sixty days prior to any street excavation.

6.4 The City agrees to install the proposed water main loop without special assessing any adjacent property owners.

6.5 The Town agrees to support the City, and if needed assist the City in approaching property owners to discuss the City's needs with respect to the purchase or condemnation of any property for a water main easement within the Town needed for the installation and connection of the water loop.

6.6 The City agrees that at the time of the installation of the water main loop referenced in Section 6 above, the City will install five (5) fire hydrants in the Meadow Wood Subdivision.

6.7 Upon annexation into the City of Onalaska, the City shall provide municipal services to such property.

SECTION 7—UTILITIES & FIRE SERVICE

7.1 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).

7.2 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.

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

7.4 The City agrees to reduce the basic fire protection fee \$100/month for every \$1,250,000 in property value that is annexed from the Town to the City, review of the annexations shall occur on an annual basis in December of each year with any applicable reduction beginning in January of the following year.

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 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 Town.

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 modified or terminated at any time during the Agreement period 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.

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 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 1-6 are attached hereto and made a part of this Agreement.

SECTION 19—ADOPTION

IN WITNESS WHEREOF, the City 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 _____, 2016 and by Town of Medary Town Board at a regular meeting held on _____, 2016.

CITY OF ONALASKA

ATTEST:

By: _____
Joe Chilsen, Mayor

By: _____
Caroline Burmaster, City Clerk

TOWN OF MEDARY

ATTEST:

By: _____
Linda Seidel, Town Board Chair

By: _____
Susan Miller, Town Clerk

Exhibit 1

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

PLEASE TAKE NOTICE, that on the 17th day of November, 2016 at 7:00 p.m. at Eagle Bluff Elementary School, 200 Eagle Bluff Court, Onalaska, WI 54650, the Plan Commission of the City of Onalaska and Plan Commission of the Town of Medary 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 and Town in order to reduce annexation disputes and to minimize fragmentation and irregular boundaries. The City 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 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

Town of Medary

Ms. Susan Miller
Town Clerk
Town of Medary
N3393 Smith Valley Rd.
La Crosse, WI 54601
608-781-2275
Medary.clerk@gmail.com

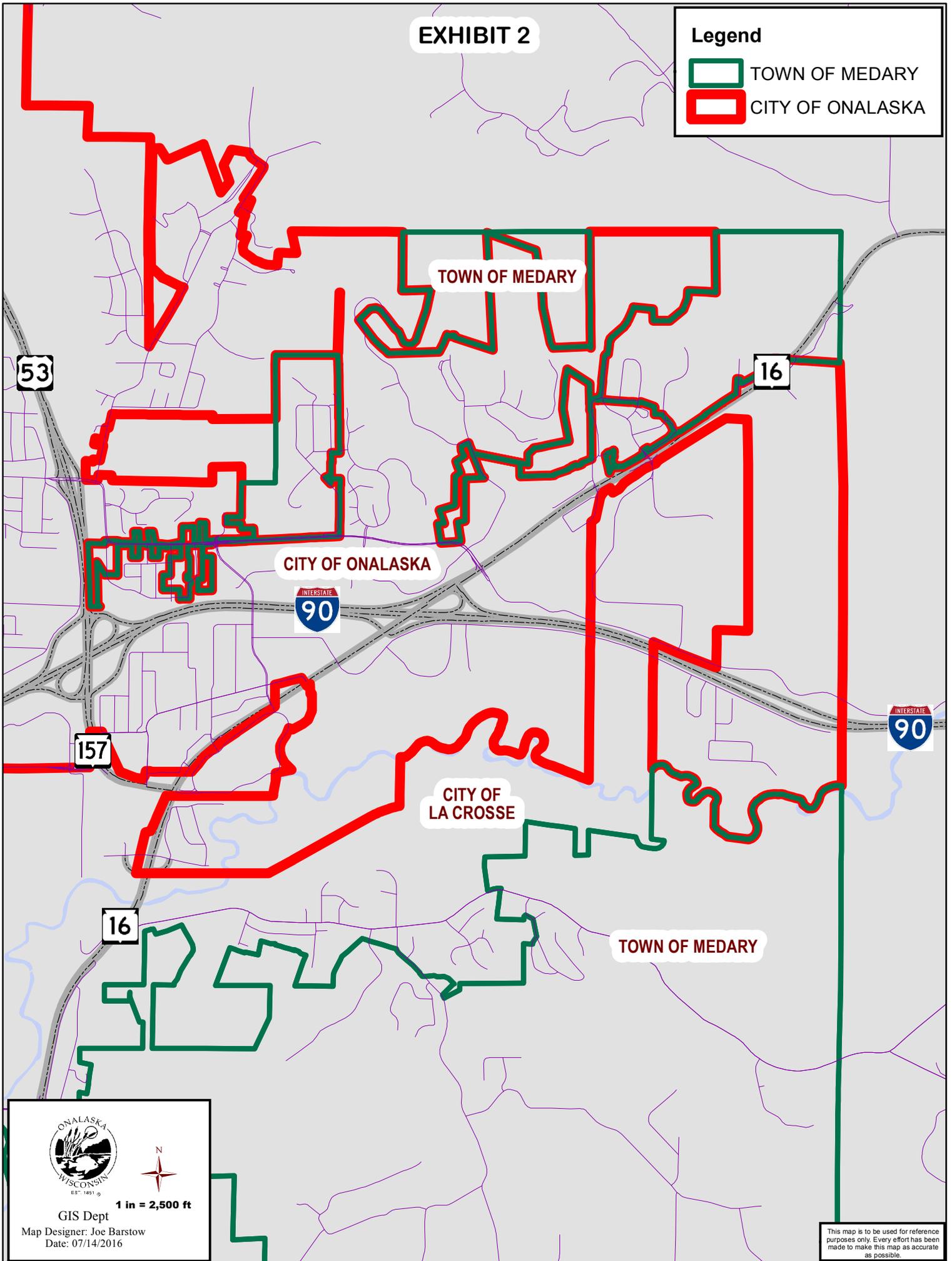
Dated this ____ day of _____, 2016

Published by order of City of Onalaska Common
Council and Town of Medary Town Board

EXHIBIT 2

Legend

-  TOWN OF MEDARY
-  CITY OF ONALASKA

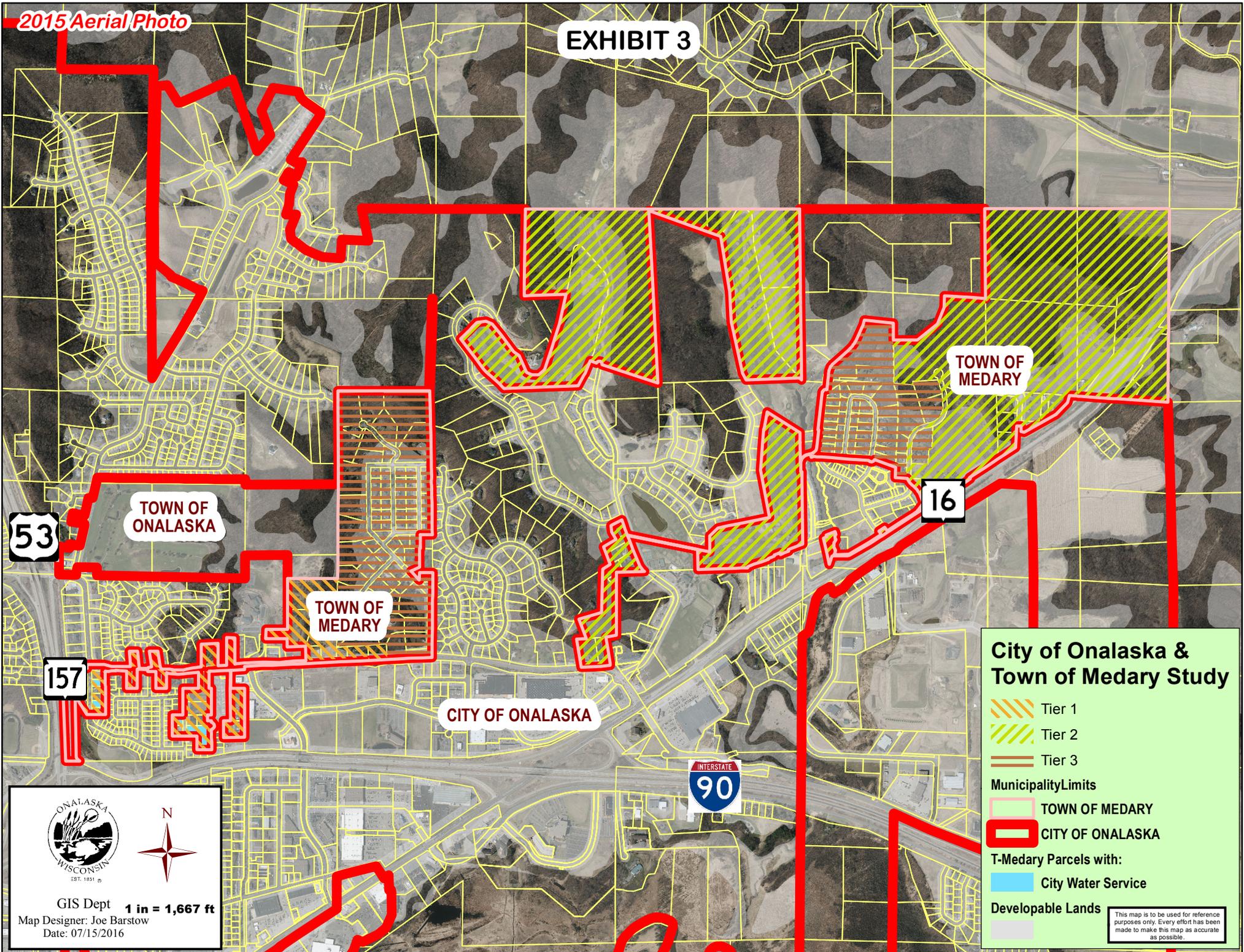


1 in = 2,500 ft

GIS Dept

Map Designer: Joe Barstow
Date: 07/14/2016

This map is to be used for reference purposes only. Every effort has been made to make this map as accurate as possible.



TOWN OF ONALASKA

TOWN OF MEDARY

TOWN OF MEDARY

CITY OF ONALASKA

53

157

16

INTERSTATE 90

City of Onalaska & Town of Medary Study

-  Tier 1
-  Tier 2
-  Tier 3

- Municipality Limits
-  TOWN OF MEDARY
 -  CITY OF ONALASKA

- T-Medary Parcels with:
-  City Water Service

Developable Lands

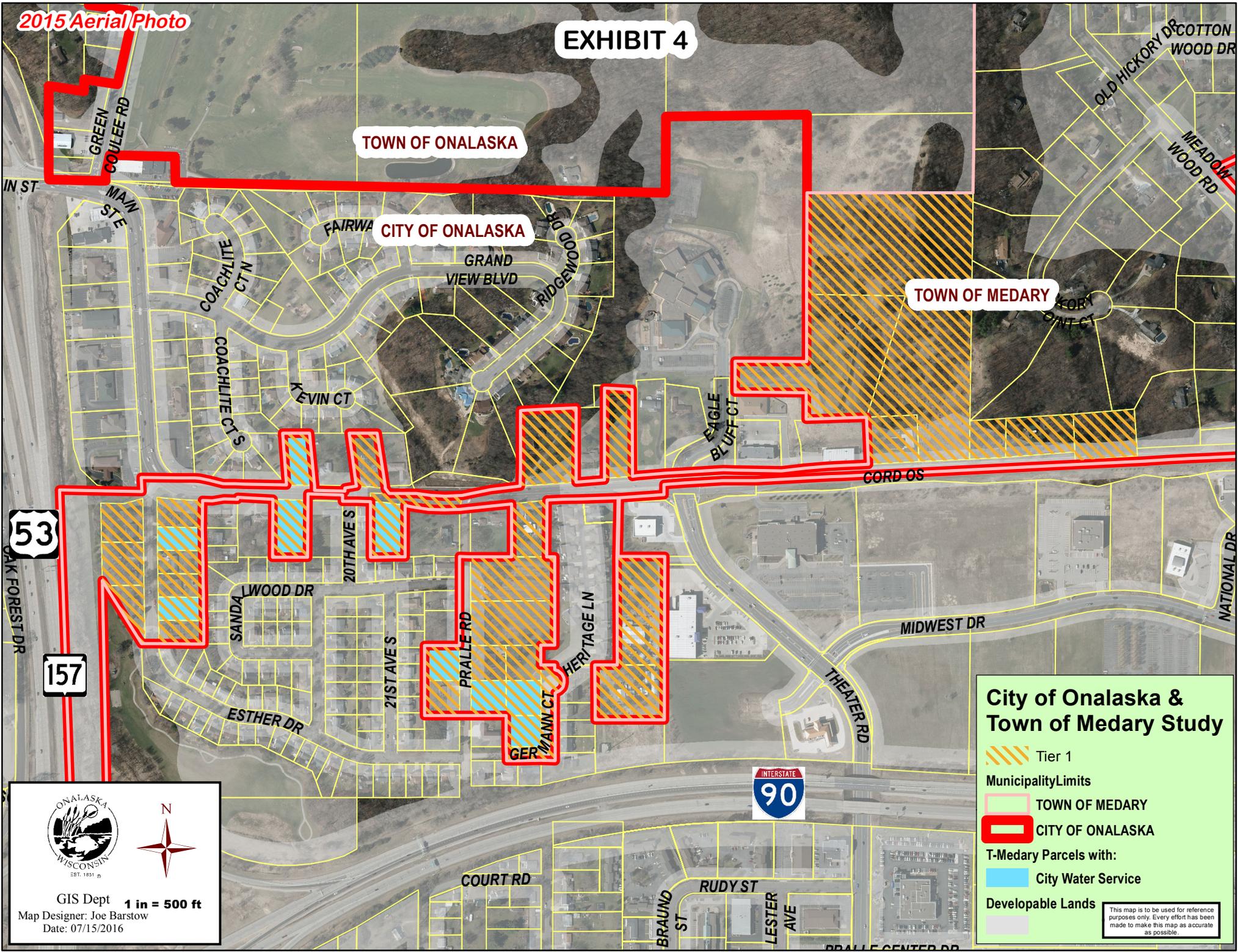
This map is to be used for reference purposes only. Every effort has been made to make this map as accurate as possible.



GIS Dept 1 in = 1,667 ft
Map Designer: Joe Barstow
Date: 07/15/2016

2015 Aerial Photo

EXHIBIT 4



TOWN OF ONALASKA

CITY OF ONALASKA

TOWN OF MEDARY

53

157

INTERSTATE 90

ONALASKA WISCONSIN EST. 1891

GIS Dept 1 in = 500 ft
Map Designer: Joe Barstow
Date: 07/15/2016

City of Onalaska & Town of Medary Study

- Tier 1
- Municipality Limits
- TOWN OF MEDARY
- CITY OF ONALASKA
- T-Medary Parcels with:
 - City Water Service
 - Developable Lands

This map is to be used for reference purposes only. Every effort has been made to make this map as accurate as possible.

2015 Aerial Photo

EXHIBIT 5

TOWN OF ONALASKA

TOWN OF MEDARY

CITY OF ONALASKA

TOWN OF MEDARY

16

CITY OF LA CROSSE

SUB-ZONE
TIER 2A

City of Onalaska & Town of Medary Study

-  Tier 2
 -  Municipality Limits
 -  TOWN OF MEDARY
 -  CITY OF ONALASKA
 -  Developable Lands
- This map is to be used for reference purposes only. Every effort has been made to make this map as accurate as possible.



GIS Dept 1 in = 1,250 ft
Map Designer: Joe Barstow
Date: 07/15/2016

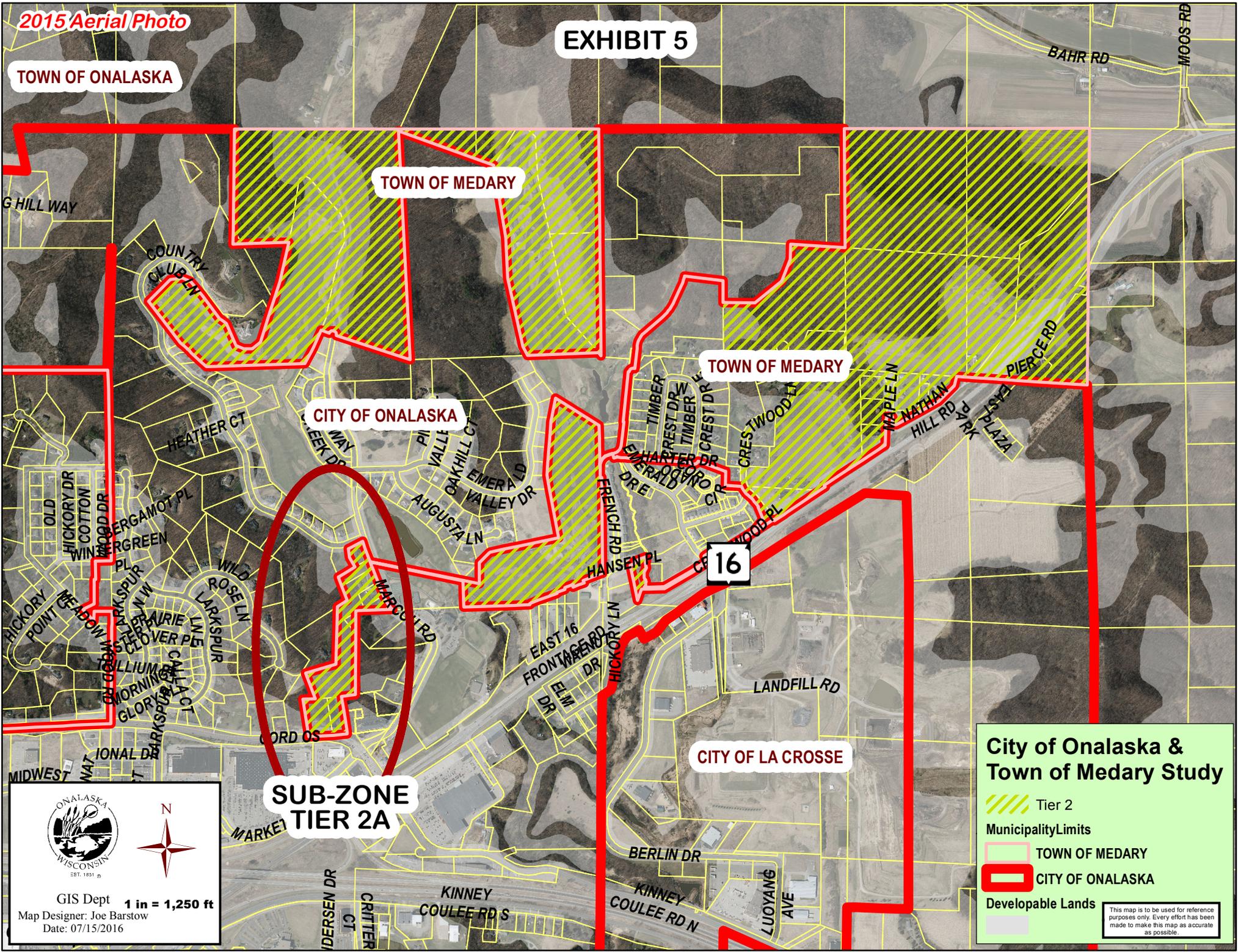


Exhibit 6

Criteria for Review of New Residential/Commercial & Alterations/Remodel where Setbacks Change

1. All new commercial/residential properties in Tier 2 will be reviewed for the following:
 - a. Setback
 - b. Fire Access/Driveway Grades
 - c. Layout as it relates to the future provision of water/sanitary
 - d. Water Runoff and Drainage
 - e. Whether construction is within a waterway or wetland
 - f. Review of Minimum Lot Dimensions

2. New commercial development will be required to submit the information required in the City of Onalaska Site Plan Checklist

2015 Aerial Photo

EXHIBIT 7

CITY OF ONALASKA

TOWN OF MEDARY

TOWN OF MEDARY

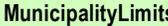
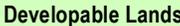
SUB-ZONE TIER 3B

CITY OF ONALASKA

SUB-ZONE TIER 3A

CITY OF LA CROSSE

City of Onalaska & Town of Medary Study

-  Tier 3
-  Municipality Limits
-  TOWN OF MEDARY
-  CITY OF ONALASKA
-  Developable Lands

This map is to be used for reference purposes only. Every effort has been made to make this map as accurate as possible.



GIS Dept 1 in = 897 ft
Map Designer: Joe Barstow
Date: 07/15/2016

16

