Resolution No. <u>4-0624</u> Village of Hollandale Resolution No. _____.

MEMORANDUM OF UNDERSTANDING BETWEEN the COUNTY OF IOWA and the VILLAGE of HOLLANDALE associated with the CONSTRUCTION of a NEW SATTELLITE SHOP FACILITY for the IOWA COUNTY HIGHWAY DEPARTMENT in the VILLAGE of HOLLANDALE.

THIS AGREEMENT ("Agreement") is made and entered into by and between the County of Iowa, a quasi-municipal corporation in the State of Wisconsin (hereinafter referred to as "COUNTY"), the Village of Hollandale, a municipal corporation in the State of Wisconsin (hereinafter referred to as "VILLAGE").

WITNESSETH:

WHEREAS, the COUNTY identified a need to reconstruct its' satellite shop facility in the Village of Hollandale to enhance routine and winter maintenance service delivery in the South East portion of Iowa County, And;

WHEREAS, the existence of a shop facility in the Village of Hollandale is mutually beneficial for maintenance of the county and state highway systems in the Southeastern portion of the County, And;

WHEREAS, the COUNTY possesses a building and facility in the village of interest to the VILLAGE, and the VILLAGE possesses a land parcel of interest to the COUNTY, And;

WHEREAS, the COUNTY performed to have contracted a Sales Study to evaluate several existing building and vacant parcels and properties in the Village for determination of value for discussions of economical and mutually beneficial trade, And;

WHEREAS, the Village and County have been involved in, offered input to, and have agreed with various aspects of the Facility improvement project relating to construction of a new shop building and a new salt storage building and that involvement included several meetings, actions, and discussions to develop the proposed improvements;

NOW, THEREFORE BE IT RESOLVED, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, the VILLAGE and COUNTY do hereby agree as follows:

That although the majority of the new Facility building(s) construction, site grading and improvement, utility improvements, and property acquisition costs are borne by the COUNTY through this project, there are some monetary and non-monetary cost considerations borne by the Village. These mutually beneficial considerations are as listed herein:

Village of Hollandale:

- 1. Conceptually agrees to a land swap consisting of the following parcels:
 - a. Parcel 137-0117, a mostly vacant parcel of 55,550 SFt m/l with a small garage type structure of approximately 800 SFt.; to which title to is held by the VILLAGE.
 - b. Parcel 137-0114.OL1, a vacant parcel of 2,927 SFt m/l; which is presently deemed as a non-buildable Outlot to which title is held by the VILLAGE.
 - c. Parcel 137-0114, which is a public street right of way dedicated by Certified Survey Map and reserved for a Village Street to be known as Main Street, of 14,016 SFt m/l area.

 All of the above parcels (a-c) are hereby estimated to be worth an agreed upon value of \$255,180.00 based on the Sales Study provided value of \$3.52/SFt for vacant parcels.
 - d. Parcel 137-0088, is an improved building facility site of 20,250 SFt, which title to is held by the COUNTY. This parcel is estimated to be worth an agreed upon value of \$254,950.00 based on the Sales Study value of \$12.60/SFt of lot space based on comparable improved (building) lot sales. The parcel consists of an existing 58 X 78 m/l shop type concrete and steel frame building and a 30 X 60 Quonset style Loop building salt storage shed.
- 2. The VILLAGE agrees to the acquisition of the land Parcel 137-0088 and to take ownership of the approximately 58X78 m/l COUNTY concrete and steel shop building facility in its' entirety in exchange for the VILLAGE owned properties listed in 1a-c above Parcels 137-0117, 0114, and 0114.OL1.
- 3. The COUNTY agrees to the acquisition of the land Parcels 137-0017, 137-0114, and 137-0114OL1 and to take ownership of the VILLAGE owned vacant land parcels in their entirety; in exchange for the COUNTY owned property listed in 1d above Parcel 137-0088..
- 4. The parties further agree to remove some existing building improvements on the respective lots as listed here:
 - a. The COUNTY shall remove from Parcel 137-0088 an existing 30X60 m/l steel Quonset hut style salt storage building and foundation to a minimum depth of 2 feet below grade. The site shall be restored to a paved parking lot surface at the building footprint of the disturbed areas.
 - b. The VILLAGE shall remove from Parcel 137-0017 an existing 24X28 m/l timber frame garage style building to a minimum of 2 feet below grade. The site shall be restored to a level earthen surface of the building footprint size at the building site.
- 5. The VILLAGE has adopted a Wellhead Protection Plan and Ordinance to regulate the size, location, and types of various building improvements with regards to the location of the Village's Municipal Water Supplies. The Ordinance identifies certain building setback, location, proximity, use, and similar criterion the COUNTY cannot satisfy based on this building site selection proximity and the Village Wellhead Protection Plan and Ordinance. Of note, the County's existing site facility also lies within the VILLAGE Wellhead Protection Plan coverage

- area(s). The Village hereby agrees to consider granting a variance to allow the COUNTY building type to be built within the ordinance setback dimensions given certain criteria are met related to storage of salt on the premises.
- 6. The COUNTY agrees to prepare and submit a Certified Survey Map to combine the parcels being acquired by the County being 137-0117, 137-0114, 137-0114.OL1, and an additional parcel, 137-0115, not owned by the VILLAGE. The VILLAGE agrees to consider parcel rezoning and or conditional use permits to allow construction of a new satellite shop facility and Salt Storage shed at the location.
- 7. As a part of the parcel transfers, the VILLAGE agrees to a vacation of the Main Street right of way dedication as illustrated on the existing CSM #1283, so that the parcel may be combined into the aforementioned CSM of the new COUNTY parcel.
- 8. Prior to parcel transfer, the COUNTY agrees to removal of an existing 30x60 m/l SFt. Quonset hut style steel arch structure salt storage building residing on Parcel #137-0088. The COUNTY will explore the underlying soils for salt contamination and remediate as necessary. The building foundation will be removed to a point two feet below the existing groundline. The area will then be backfilled with suitable granular fills, crushed aggregate base coarse, and a three-inch asphaltic surface placed at the building location.
- 9. Prior to parcel transfer, the VILLAGE will remove an existing wooden garage style structure residing on Parcel #137-0017, which is used for its' current village shop facility, along with removal and relocation of an existing electronic sign billboard which is located on Commerce and Main streets intersection. Restoration will be with suitable materials as the surrounding surface areas, respectively.
- 10. The VILLAGE acknowledges the COUNTY will continue to have full use of its' existing facilities on Parcel #137-0088 during the life of this agreement, and until the point the new satellite facility is operational and issued an occupancy permit. Upon occupation of the new facility by the COUNTY, the COUNTY will vacate the old facility and relinquish it fully to the VILLAGE.
- 11. The VILLAGE acknowledges the COUNTY can and will take possession of the new properties (Parcels 137-0017, 137-0014, and 137-0014.OL1) upon completion of the development plans and specifications and notice of bid advertisement. On or prior to the date of bid advertisement, the VILLAGE shall vacate the properties herein mentioned and relinquish them to the ownership of the COUNTY for the project. Said vacation shall include the removal of the encumbrances listed in #9 above. In consideration of this sacrifice, the COUNTY will make space available within its' current (Parcel 137-0088) shop facility for the VILLAGE equipment, tools, and labor, so as to maintain operational delivery of services by and for the VILLAGE until the facility is vacated by the COUNTY. Available space shall be in the form of a vehicle bay measuring roughly 10Ft X 25Ft for storage of the VILLAGE plow truck and tractor loader on the facility grounds. The VILLAGE will also make other accommodations for storage of other small field tools, mowers, and other tools and equipment of the VILLAGE.

NOW, THEREFORE BE IT RESOLVED, Iowa County has budgeted funding for the proposed satellite facility, and the COUNTY will continue to move forward without haste based on this agreement in years 2024-2026, furthermore;

NOW, THEREFORE BE IT RESOLVED, the project is anticipated to be completed prior to December of 2026, and upon substantial completion and issuance of an occupancy permit; the considerations listed above shall be considered fulfilled.

Adopted by the Hollandale Village Boa	ard of Trustees this day of	
Hollandale Village President		
Attested to by the Village Clerk	Date	
Offered by the Public Works Committe	ee by actions presented on	, 2024.
Chairman, Dave Gollon	Date	
Adopted by the Iowa County Board of	Supervisors this day of	
John Meyers Iowa County Board Chair	<u>6-18-2024</u> Date	
Attested to by the County Clerk	Date	
Kreety K. Spurley	6-18-2024	

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