

Cooperative Plan



And The



January 28, 2016

January 28, 2016 "DRAFT"

City of River Falls

Dan Toland, Mayor; Alderpersons; Diane Odeen, Scott Morrisette, ~~David Reese,~~
~~Jim Nordgren,~~ David Cronk, ~~Daniel Gulick,~~ Aaron Taylor and Scot Simpson, City Administrator

Plan Commission

Dan Toland, Mayor; Scott Morrisette, Alderperson, Todd Schultz, Mary Van Galen, Lisa Moody,
Susan Reese, Reid Wronski and Andrew Brown

Town of Kinnickinnic

Jerry Olson, Chairperson, Supervisors: Axel Bogdan, Dave Nelson, Tom Anderson and Mae Wolfe

Plan Commissioners

Peter Bloch, Chairperson, Jerry Olson, Catherine Munkittrick, Axel Bogdan, Jeanne Williams,
John Pietenpol, and Chris Rohl

Cooperative Boundary Committee

Jerry Olson, Chairperson, Judy Peskar, Jerry Williams, Roger Van Beek, Dan Bauer,
Candace Bettendorf, Peter Bloch and Bernie Van Osdale

Cooperative Boundary Committee Members

City of River Falls

Dan Toland, Mayor, Scott Morrisette, Alderperson,
Buddy Lucero, Community Development Director

Town of Kinnickinnic

Jerry Olson, Chairperson, Peter Bloch, Plan Commission
Cathy Munkittrick, Cooperative Boundary Committee

STAFF

Tony Steiner, City Planner; Molly Mac Donald, GIS/Planning Intern, Kevin W. Utilities Manager;
Reid Wronski, City Engineer, Bill Thiel, City Attorney

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LIST OF ATTACHMENTS**Exhibit**

A	City Official Boundaries	Par.1.2.1
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A-2	City Comprehensive Plan Future Land Use	Par. 1.2.1
B	New Cooperative Urban Boundary Line and Urban Reserve Area	Par. 1.2.3
B-1	A metes and bounds description of the Urban Reserve Area.	Par. 1.2.2
C	Resolution amending the Sewer Service Boundary	Par 7.6
D	A copy of the mutual fire service agreement between the City and Town.	Par. 9.2
E	Copies of the City's and Town's initial authorizing resolutions for the preparation of a cooperative plan.	Par. 12.1
F	Authorizing Resolutions, Attest By Affidavit, Cooperative Plan Adoption Resolutions, and Record of Public Participation five (5) miles.	Par. 12.2
G	A copy of a Class 3 notice for the joint public hearing was published.	Par. 12.3
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I	A list of the changes made in response to public comments received prior to, at, and following the joint public hearing.	Par. 12.4
J	A copy of the comments received from the county zoning agency or Regional planning commission.	Par. 12.5
K	A list of changes made in response to the comments received from the county zoning agency or regional planning commission.	Par. 12.5
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CITY OF RIVER FALLS/TOWN OF KINNICKINNIC
COOPERATIVE PLAN
UNDER SECTION 66.0307, WISCONSIN STATUTES

2015 2016

The City of River Falls, Wisconsin, a Wisconsin municipality with offices located at 222 Lewis Street, River Falls, Wisconsin 54022 (hereinafter referred to as the "City"), and the Town of Kinnickinnic (hereinafter referred to as the "Town"), a Wisconsin municipality with offices located at 1271 County Road J, River Falls, Wisconsin 54022, enter into this cooperative plan (hereinafter "Agreement"), subject to the approval of the Wisconsin Department of Administration, under the authority of Section 66.0307 Wis. Stats.

WHEREAS, §66.0307, Wis. Stats., authorizes municipalities to determine the boundary lines between themselves upon approval of a cooperative plan by the Wisconsin Department of Administration in order to accomplish the coordinated, adjusted and harmonious development of territory covered by the Agreement; and,

WHEREAS, the Town and the City desire to establish a process pursuant to which certain land appropriate for urban development will over time be detached from the Town and attached to the City, with a urban boundary line between the Town and City; and

WHEREAS, the Town and City seek to establish the terms under which the land that will be ultimately attached to the City will be regulated or provided with services prior to the time of attachment; and

WHEREAS, it is the intention of the City and the Town that this Cooperative Plan be a binding and enforceable contract;

WITNESSETH:

The City and the Town enter into this Agreement to provide as follows:

SECTION 1**PURPOSE OF AGREEMENT**

- 1.1 **Participating Municipalities.** The City of River Falls and the Town of Kinnickinnic, adjacent municipalities located in St. Croix County, enter into and agree to be bound by this Agreement, pursuant to their authority under § 66.0307, Wis.Stats.
- 1.2 **Territory Subject to the Agreement.**
- 1.2.1 **Current Boundaries Maps.** Exhibit A - City Official Boundaries, Exhibit A-1 - City and Town Extraterritorial Zone, Exhibit A-2 - City Comprehensive Plan- Future Land Use.
- 1.2.2 **Urban Reserve Area.** The Urban Reserve Area, which is shown on Exhibit B, consists of territory in the Town situated between the City of River Falls municipal boundaries and the Urban Boundary Line. This area is subject to attachment to the City and detachment from the Town during the term of this Agreement, pursuant to the procedures contained in this Agreement. The Agreement also addresses how territory within the Urban Reserve Area will be governed by the Town and City. A ~~metes and bounds~~ description of the Urban Reserve Area is set forth on Exhibit B-1.
- 1.2.3 **Urban Boundary Line.** The Town and City agree that, except as provided in this Paragraph 1.2.3, the City shall forever relinquish any right or authority regarding land use or land divisions it may have, whether under provisions of local, state, federal or common law, ordinance or regulation, outside of the Urban Boundary Line shown on Exhibit B. "Land use or land divisions" as used in the preceding sentence shall include, without limitation, subdivision, zoning, or extraterritorial zoning decisions. The only exception to the City's perpetual relinquishment ("Perpetual Relinquishment") specified in this Paragraph 1.2.3 shall be as to property outside of the Urban Boundary Line subsequently annexed to the City. ~~Attachments~~ Annexation of property outside of the Urban

Boundary Line to the City after the Effective Date may only occur under the following circumstances: a) the property to be annexed is contiguous to property located in the City; b) 100% of the owners of the property have voluntarily petitioned the City for ~~attachment-annexation~~ of the property to the City; and c) the City approves the voluntary petition for ~~attachment annexation~~. ~~Attachments- Annexation~~ of property outside of the Urban Boundary Line under the specified conditions shall hereafter be referred to as "Extra-UBL-~~Attachments Annexation~~." Extra-UBL ~~Attachments Annexatuion~~ shall not operate to change the boundaries of the Urban Reserve Area nor shall they be included in the 70% requirement referenced in Paragraphs 1.3, 3.3.1, 3.3.3, or elsewhere in this Agreement.

- 1.3 **Term of the Agreement.** This Agreement and its establishment of the Urban Reserve Area shall have a term of (40) years following its effective date or until seventy percent 70% of the land area in the entire Urban Reserve Area is attached to the City, whichever occurs later. The term of this Agreement specified in this Paragraph 1.3 shall not apply to the Perpetual Relinquishment specified in Paragraph 1.2.3. Nor is the specified term intended to apply to any provisions of this Plan addressing the Perpetual Relinquishment or Extra-UBL-~~Attachments Annexation~~, including without limitation, Paragraphs 3.10 and 5.1. It is the intention of the parties that any provisions of this Plan addressing the permanent nature of the Perpetual Relinquishment or Extra-UBL ~~Attachments- Annexation~~ shall survive termination, on whatever basis, of this Agreement and continue to be in effect in perpetuity

- 1.4 **Consideration for Mutual Promises Contained in this Agreement.** The Town and City agree that this Agreement represents a political compromise between the parties. The City agrees that in exchange for the ability to attach the Urban Reserve Area to the City as provided by this Agreement, the City (except as provided in Paragraph 1.2.3) will legally waive expansion by annexation of real estate situated in the Town that is outside of the Urban Reserve Area, and will also relinquish its authority to exercise extraterritorial zoning and subdivision control powers of any real estate in the Town that is outside of the Urban Reserve Area. The Town agrees

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that in exchange for the establishment of the Urban Boundary Line and the City's agreement (except as provided in Paragraph 1.2.3) to not exercise its extraterritorial

zoning and subdivision control powers over real estate located in the Town that is outside the Urban Reserve Area, the Town agrees that the City may attach land within the Urban Reserve Area to the City as provided in this Agreement.

SECTION 2 DEFINITIONS

The following definitions shall control the interpretation and application of the terms used in this Agreement:

- 2.1 **"Attachment"** shall mean an alternative process whereby real estate is detached from the Town and attached to the City pursuant to the terms of this Agreement and under s.66.0307(10) Wis. Stats., in contradistinction from annexation under Ch. 66, Wis. Stats.
- 2.2 **"Base Map"** shall mean the Map attached to this Agreement as Exhibit B, as City Limits are amended over time.
- 2.3 **"Contiguous"** means adjoining, touching, having some significant degree of physical contact. The presence of public roads or railroad rights of way or waterways between two properties shall not, without more, render those properties non-contiguous for purposes of this definition. This definition is meant to exclude attempted attachments which involve a "flag-shaped" parcel or a "balloon-on-a-string" which involve a proportionally small (in relation to the overall size of that parcel) segment of the property which actually adjoins or touches the attached parcel as to which contiguity is claimed to exist. This definition is also meant to include the concept of the "rule of reason" as has been developed by Wisconsin courts ruling on proposed attachments. Wisconsin courts have developed three prongs to this rule: 1) Exclusions and irregularities in boundary lines much not be the result of arbitrariness; 2) some reasonable present or demonstrable future need for the annexed property must be shown; and 3) no other factors must exist which would constitute an abuse of discretion. (*See Town of Pleasant Prairie v. City of Kenosha*, 75 Wis.2d 322, 327, 249 N.W.2d 581, 584-85 (1977) (citations omitted)).

- 2.4 **"Contract Installer"** means a person operating on behalf of, or under an agreement with, the City, to install sewer and water mains which will ultimately be owned by or dedicated to the City. A Contract Installer may be a developer, subdivider or other type of installer.
- 2.5 **"Developed Parcel"** a Lot within the Urban Reserve Area that was allowed to be divided after the effective date of this Agreement, but was not required to be immediately attached to the City due to any exception provided in this agreement.
- 2.6 **"Divide"** for purposes of this Agreement shall mean a request by an owner or subdivider to divide a parcel of land which results in the creation of one or more additional parcels or building sites.
- 2.7 **"Effective Date"** means the date the Agreement is approved by the Wisconsin Department of Administration in accordance with § 66.0307(5), Wis.Stats.
- 2.8 **"Immediate Family"** "Immediate Family" means the parents, grandparents, natural or adopted children and grandchildren, step children, step grandchildren, nieces, nephews, brothers, sisters and spouses of these described immediate family members of a property owner who, on or after the Effective Date of this Agreement, owns property in, or who owns an interest in a legal entity (including without limitation, corporation, partnership, or trust) which, on or after the Effective Date of this Agreement, owns property in, the Urban Reserve Area. For the "Immediate Family" exception specified in Paragraph 4.3.5 to apply in the case of a legal entity , the entity must be an entity in which only immediate family members (as defined in this Paragraph 2.9) have an ownership interest. A "legal entity" as defined in this Paragraph 2.9 shall hereafter be referred to as a "Family Entity."

- 2.9 **"Land Division"** division of a parcel of land by the owner or the owner's agent, for the purpose of transfer of ownership or building development, which creates one or more Lots or building sites of thirty five (35) acres or less.
- 2.10 **"Parcel"** contiguous land under single ownership that is thirty five (35) acres or greater in size. The presence of public roads or railroad rights of way on the land shall not make parcels non-contiguous.
- 2.11 **"Lot"** a parcel of land that is less than thirty five (35) acres in size numbered in sequence with other parcels shown on a recorded plat or certified survey map, or described in a conveyance recorded in the office of the Register of Deeds, that is occupied or suitable for occupancy by one main building or use, with the accessory buildings, and having its frontage on a public street or highway.
- 2.12 **"Structure"** shall mean anything manmade and which is constructed or erected, the use of which requires a fixed or permanent location on the ground or attachment or placement upon something having a permanent location on or in the ground.
- 2.13 **"Trigger Date"** means the date on which the City will have the right to automatically attach the remainder of the land area in the Urban Reserve Area pursuant to Paragraph 3.3.
- 2.14 **"Urban Boundary Line"** means the boundary line shown on Exhibit B, which shall (except as provided in Paragraph 1.2.3) form the maximum potential extension of the City into territory presently in the Town. The Urban Boundary Line shall form the exterior perimeter of the Urban Reserve Area.
- 2.15 **"Urban Reserve Area"** means that area of the Town which may over time be attached to the City in accordance with this Agreement.

SECTION 3

ATTACHMENT OF URBAN RESERVE AREA TO CITY

- 3.1 **Types of Attachment.** The City may attach territory in the Urban Reserve Area to the City in accordance with the provisions of this Section 3. The City may not attach or annex territory in the Urban Reserve Area by any method other than that set forth in this Agreement.
- 3.2 **Property Owner Request for Attachment.**
- 3.21 **Request for Attachment.** The City may attach territory located in the Urban Reserve Area to itself upon receiving a petition from an owner or owners of real property requesting attachment. To qualify for attachment under this section each owner shall attest to having voluntarily executed the petition that is filed with the City. The territory sought to be attached need not be contiguous to the corporate limits of the City. The City retains the right to accept or reject a petition for attachment under this Paragraph, with or without cause. The City may place conditions on its acceptance of a petition for attachment. Conditions to accept or deny attachments shall comply with this Agreement and the City of River Falls Municipal Code.
- 3.22 **Property Owner Request For Attachment Related to Land Division of Property.** Any property owner seeking to divide a parcel of land within the Urban Reserve Area into a Lot of less than thirty-five (35) acres in size shall attach to the City each new Lot created by the land division, unless the Lots are created pursuant to the exceptions provided in Subparagraph 4.3.5, (the Immediate Family Member exception), or a Lot(s) is created under Subparagraph 4.3.3 (Lots created pursuant to existing River Falls Code Sections 16.10.130; 16.10.135; and 16.10.160 B). If the City accepts a property owner's petition for attachment, which is contingent upon the City also granting the property owner's request for the land division, such attachment shall not become effective until the request for subdivision is granted.
- 3.23 **Attachment Related to Property of New Construction Located Within 300 Feet of City Water or Sewer.** Any property owner within the Urban Reserve Area

who proposes to

construct a new structure for human habitation and whose property is within 300 feet of the City sewer or water service mains shall attach said property to the City under Section 3.2. The length of a sewer or water extension equals the length of the City owned sewer or water main extension as measured along public rights-of-way, plus the length of the lateral required to reach the property of the new structure for human habitation from the City's main. If City approval of the provision of City water or sewer is required, a property owner's application for attachment under this Subparagraph may be contingent upon the City also granting the property owner's request for City water or sewer service. If the City accepts a property owner's petition for attachment which is contingent upon the City also granting the property owner's request for City water or sewer service, such attachment shall not become effective until the time the sewer or water hook up occurs. Notwithstanding the foregoing, this Subparagraph

3.2.3 shall not apply to a property owner of a Lot exempt from attachment under Subparagraphs 4.3.3 (Lots created pursuant to existing River Falls Code Sections 16.10.130, 16.10.135, or 16.10.160 (B), or Subparagraph 4.3.5, (the Immediate Family Exception).

3.3 **Automatic Attachment of Urban Reserve Area Upon Reaching The Trigger Date.**

3.3.1 **Criteria for Automatic Attachment.** The City shall have the right to automatically attach the remainder of any or all property in the Urban Reserve Area, not attached upon petition of its owners, with or without their consent, when the provisions of either both (a) ~~and or~~ (b) have been fulfilled:

(a) Seventy percent (70%) of the land area in the Urban Reserve Area has been attached or.

(b) Forty (40) years have passed from the Effective Date of this Agreement.

3.3.2 **URA Percentage Notification** Every three years the City shall provide the Town with a written report documenting the then-current percentage of property in the URA which has been attached to the City. Such report shall include a specific list of properties, including acreage, owner(s) and dates of attachment used in calculating

the percentage. Such report shall be provided on or before February 15 of each year in which the report is required. If the Town disagrees with the City's determination in any such report, it shall notify the City in writing within thirty (30) days of its receipt of the report. The City and Town shall then meet and resolve their disagreement about the then-current percentage determination consistent with this Agreement. In the event a disagreement cannot be resolved by the parties, the process set forth in Section 10 shall apply.

333 **Trigger Date for Automatic Attachment** After Seventy Percent (70%) of the land area in the Urban Reserve Area has been attached ~~and~~ or at least Forty (40) years have passed from the Effective Date, the City shall notify the Town in writing of its determination of the applicable Trigger Date. If the Town disagrees with the City's determination, it shall notify the City in writing within thirty (30) days of its receipt of the City's determination. The City and Town shall then meet and resolve their disagreement about the Trigger Date consistent with this Agreement. In the event a disagreement cannot be resolved by the parties, the process set forth in Section 10 shall apply.

34 **Attachment of Divided Land Transferred Outside Immediate Family.** The City shall have the right to automatically attach a Developed Parcel within the Urban Reserve Area, which was allowed to be divided without attachment to the City because of the exception in Subparagraph 4.3.5 if that Developed Parcel is subsequently sold or transferred outside of the Immediate Family or Family Entity. "Subsequently sold or transferred outside of the Immediate Family or Family Entity" as used in the preceding sentence shall not include the circumstance in which the Developed Parcel is sold or transferred and an Immediate Family member, whether individually or as a member of a Family Entity, retains a life estate on the Developed Parcel and actually maintains the Developed Parcel as his/her principal residence. Upon termination of the life estate or at the point in time at which the Developed Parcel no longer serves as the principal residence of an Immediate Family member or a member of a Family Entity, the Developed Parcel shall be subject to the automatic attachment provision of this Paragraph 3.4. The recording of the real estate transfer

document in the St. Croix County Register of Deeds office shall constitute documentation of the sale or transfer. Such area shall be attached to the City with or without the consent of affected property owners. The territory to be attached need not be contiguous to the corporate limits of the City.

3.5 ~~(Intentionally Deleted)~~

3.6 **Notification to Town Prior to Attachment.**

3.61 **Content of Required Notification.** Before adopting any attachment ordinance arising from an attachment permitted under Section 3, the City Clerk shall provide written notification to the Town Clerk of the City's intent to consider an attachment ordinance under the terms of this Agreement. The written notification shall include the following:

- (a) For an attachment permitted under Paragraph 3.2, a copy of any petition received under Paragraph 3.2 along with the City Clerk's certification that the petition received has been signed by all the owners of record of the territory described in the petition;
- (b) For an attachment permitted under Paragraph 3.3, a statement that the proposed attachment has been initiated by the City under Paragraph 3.3, along with the City Clerk's certification that the Trigger Date has been reached;
- (c) For an attachment permitted under Paragraph 3.4, a statement that the proposed attachment has been triggered by the sale of a Developed Parcel outside of the Immediate Family under Paragraph 3.4 4, and a copy of the recorded real estate transfer document showing the sale or transfer of the Developed Parcel outside the Immediate Family;

~~(d) For an attachment permitted under Paragraph 3.5, a statement that the proposed attachment has been triggered by the City approval of the subdivision and request for attachment of the remainder of the original parcel from which the Developed Parcel was created.~~

~~(e)~~(d) For all attachments, a scale map and legal description and any other document showing the location of the territory to be attached, and the City Clerk's certification that the territory proposed for attachment is entirely located within the Urban Reserve Area.

- 3.62 **Town Response to Notification.** The Town shall have sixty (60) days from its receipt of the notification from the City Clerk to file a written objection to the proposed attachment. Such objection must allege that the proposed attachment does not meet all of the necessary requirements of the applicable attachment process (Paragraph 3.2, 3.3, 3.4 and 3.5), and must specify which of those requirements are not met. Within twenty (20) days of the receipt of any such objection, the Town and City agree to meet to resolve such objection consistent with this Agreement. No action may be taken by the City to attach land from the Town until ninety (90) days after the Town Clerk receives the notification from the City Clerk of the City's intent to consider an attachment ordinance. The dispute resolution procedures set forth in Section 10 apply to a dispute under this Paragraph.
- 3.7 **Notification to Property Owners Prior to Attachment.** The City agrees to give any nonvoluntary property owner at least ninety (90) days' prior written notice before the City adopts an attachment ordinance attaching the property owner's property to the City. Written notice shall be sent by certified mail to the person or entity listed as the owner of record for the property on the tax assessment rolls for the property as of the date of the notice.
- 3.8 **City Adoption of Attachment Ordinance.** An attachment of territory to the City shall be consummated by the adoption of an attachment ordinance by the Common Council of the City. Such adoption may occur only after all the prerequisites listed in Paragraphs 3.6 and 3.7 have been met.
- 3.9 **Effective Date of Attachment.** Attachments to the City shall be deemed effective on the date after the day of publication of the attachment ordinance unless another date is provided in the attachment ordinance. The City shall file and record the attachment ordinance and any other necessary documents with the appropriate

entities, including but not limited to the ~~secretary of state~~ Wisconsin Department of Administration and the register of deeds, as required by Wis. Stat. § 66.0307(10).

- 3.10 **Restrictions on Attachments Outside of Urban Reserve Area.** Property outside of the Urban Reserve Area may only be ~~attached~~ annexed to the City under the conditions specified in Paragraph 1.2.3. The provisions of this Paragraph 3.10 shall survive termination of this Agreement.

SECTION 4

DEVELOPMENT AND LAND USE CONTROL

IN THE URBAN RESERVE AREA

- 4.1 **Land Use Planning for Urban Reserve Area.** The City shall have control over comprehensive land use planning and official mapping within the Urban Reserve Area. In exercising its authority under this Paragraph, the City shall consider the recommendations of the Town. The City is not required to obtain the approval of the Town prior to taking action under this Paragraph.
- 4.2 **City Zoning for Urban Reserve Area.**
- 4.2.1 **City Zoning Ordinances.** Within ~~two (2)~~ three (3) years after the Effective Date the City shall adopt zoning ordinances ~~applicable to land use within the Urban Reserve Area. Such zoning ordinances shall be consistent with the City's Future Land Use Map which is attached to this Agreement as Exhibit A-2.~~ Until the City amends its zoning ordinances applicable to the Urban Reserve Area, the City shall implement the standards of the existing extraterritorial subdivision and zoning ordinances (City of River Falls Municipal Code, Chapters 16.10 and 17.108) and use the City's Comprehensive Plan, Future Land Use Map and land use standards to help guide new development and the new zoning ordinances. The City shall enforce the extraterritorial subdivision and zoning ordinances. The City shall allow for an "Appeals Board" (AB) to hear appeals from persons or entities aggrieved by a

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decision involving zoning decisions in the Urban Reserve Area. The

Appeals Board shall have equal representation from the Town and City with the final review and action by the City Council. The City shall consider recommendations of the Town and/or AB, but it is not required to obtain the approval of the Town and/or AB prior to taking action. The City shall have full zoning authority as authorized under §66.0307(7m), Wis. Stats. The lawful use of a structure or land existing at the time of the adoption of the City's zoning ordinance may be continued although the use does not conform with the provisions of the City's zoning ordinance, to the same extent that a nonconforming use and structure may be continued under the City's existing zoning ordinance. Any person aggrieved by a decision of the City Council regarding the subject matter of this Paragraph 4.2.1 may appeal such decision to the Circuit Court of competent jurisdiction.

422 **City Zoning Decisions.** The City shall have control over all zoning decisions within the Urban Reserve Area, regardless of whether the territory is attached to the City or still in the Town. The City is not required to obtain the approval of the Town prior to taking any zoning action in the Urban Reserve Area. The Town shall exercise no control over zoning or land use decisions within the Urban Reserve Area after the Effective Date.

423 **Enforcement of Zoning and Land Use Ordinances.** After the Effective Date, the City shall be responsible for the enforcement of all zoning and land use ordinances within the Urban Reserve Area.

43 **City Regulation of Land Divisions Within the Urban Reserve Area.**

43.1 **City Ordinances.** Within ~~two (2)~~ three (3) years after the Effective Date, the City shall adopt land division and subdivision ordinances applicable to the land within the Urban Reserve Area. City land division and subdivision ordinances shall apply to the territory within the Urban Reserve Area regardless of whether the territory is attached to the City or still in the Town. No tracts of land in the Urban Reserve Area shall be divided in violation of the City's land division or subdivision ordinances.

- 432 **City Land Division Decisions.** All land use and subdivision decisions pertaining to land in the Urban Reserve Area shall be acted upon in accord with applicable City ordinances.
- 433 **Exceptions to Application of New City Land Division and Subdivision Ordinances.** Notwithstanding any new land division or subdivision ordinances adopted by the City after the Effective Date and applying to the Urban Reserve Area, owners of property in the Urban Reserve Area shall be allowed to divide or subdivide their property in the Urban Reserve Area into Parcels. A land division creating a Parcel shall not be required to meet the standards of city subdivision ordinances or city standards regarding driveways. The proposed land division and building site shall be subject to City review to make sure it does not conflict with any street plan the City may have affecting the property. Property owners in the Urban Reserve Area shall also be allowed to subdivide their property as provided in River Falls Code Section 16.10.135, and 16.10.160 B. In addition, River Falls Code Section 16.10.130 B, C, and D shall continue to apply. A copy of said Code Sections are attached hereto and incorporated herein by reference.
- 434 **Attachment as a Condition of Land Division.** The City shall require that any property owner seeking to divide land within the Urban Reserve Area apply for attachment to City, except that the City shall not require a new Lot or parcel created to attach to the City if: 1) the Immediate Family exception specified in Subparagraph 435 applies; or 2) if the parcel created is thirty five (35) acres or more in size; or 3) the Lot is created pursuant to Subparagraph 4.3.3 (under existing River Falls City Code Sections 16.10.135 or 16.10.160 B). However, the City may require as a condition of land division that a deed restriction on the Lot exempt from attachment under Subparagraph 4.3.5 be recorded with the register of deeds to provide notification that if the Lot is sold or transferred outside of the Immediate Family or Family Entity, the Lot must be attached to the City in accordance with Subparagraph 4.3.5 of this Agreement. Unless an exemption applies, a property owner's request for attachment to the City in order to divide land within the Urban Reserve Area shall

be made as a request for attachment under Paragraph 3.2, and shall be deemed to be a voluntary request under that Paragraph.

4.3.5 Division for Property Owner for Immediate Family. The attachment requirement of Subparagraph 4.3.4 shall not apply to the division of a parcel of land to provide a Lot or Lots for the property owner's Immediate Family or a Family Entity who owns the property on or after the Effective Date. If any Lot divided for a property owners' Immediate Family member or member of a Family Entity is subsequently sold or transferred outside of the Immediate Family or Family Entity, that Lot shall be attached to the City in accordance with Paragraph 3.4. "Subsequently sold or transferred outside of the Immediate Family or Family Entity" as used in the preceding sentence shall not include the circumstance in which the Developed Parcel is sold or transferred and an Immediate Family member, whether individually or as a member of a Family Entity, retains a life estate on the Developed Parcel and actually maintains the Developed Parcel as his/her principal residence. Upon termination of the life estate or at the point in time at which the Developed Parcel no longer serves as the principal residence of an Immediate Family member or a member of a Family Entity, the Developed Parcel shall be subject to the automatic attachment provision of this Paragraph 4.3.5. Property which is divided pursuant to this Subparagraph shall count toward the calculation of the 70% requirement contained in Subparagraph 3.3.1 of this Agreement. The point in time at which a Lot shall count toward the 70% requirement shall be the point at which the Lot is attached. If an owner of a Lot that is exempt from attachment under this Subparagraph 4.3.5 chooses to hook up to City water and/or sewer that Lot must attach to the City at the time the hook up occurs.

4.4 Building Permits for Construction Within Urban Reserve Area.

4.4.1 Town's Issuance of Building Permits. The Town shall be responsible for issuing building permits for construction of certain structures (identified below) located within the Urban Reserve Area of the Town. All building permits issued by the Town shall comply with City zoning ordinances applicable under Subparagraph 4.2.1, City land division and subdivision ordinances applicable under Subparagraph 4.3.1, or to

any applicable terms of this Agreement, and standard uniform building codes. The building permits the Town is authorized to issue are:

- (a) Building permits for additions to existing structures.
- (b) Building permits for accessory structures to be used in conjunction with residential and agricultural land uses and principal structures, which accessory structures do not require sanitary sewer or water service.
- (c) Building permits for structures of equivalent use that were destroyed by catastrophe or Act of God.
- (d) Building permits for new structures provided:
 - (1) the new structure shall not interfere with officially mapped roads or other public facilities mapped in accord with §62.23(6), Wis. Stats.; and
 - (2) the new structure either (i) is not a structure for human habitation, or (ii) is a structure for human habitation that is not located within 300 feet of a City sewer main and/or water main as measured by Subparagraph 3.2.3.

442 **Private Sewage Disposal System Approval.** All approvals for the installation of private sewage disposal systems for land in the Urban Reserve Area shall be processed through and permits issued therefor by St Croix County.

443 **City Review of Building Permit Applications.** After the Town reviews and preliminarily determines that a building permit is acceptable, the Town will forward that application for a building permit within the Urban Reserve Area, to the City for the City's review for compliance with City zoning ordinances applicable under Subparagraph 4.2.1, City land division and subdivision ordinances applicable under Subparagraph 4.3.1, and standard uniform building codes. The City shall conduct such review at no additional cost to the applicant or the Town. If the City determines the application does not comply with applicable ordinances and codes, the City shall notify the Town in writing of its determination within ten days of the City's receipt of

the application from the Town. If the Town disagrees with the City's determination, the City and Town shall meet and resolve their disagreement consistent with this Agreement. If the Town does not receive written notice from the City within ten ~~(10)~~ days of the City's receipt of the application, it shall be deemed that the City does not have any objections.

- 444 **City Issuance of Building Permits After Attachment** After property in the Urban Reserve Area is attached to the City, the City shall be responsible for issuing building permits for construction on the attached property. The Town shall have no authority to issue building permits for construction on property attached to the City.
- 4.5 **Septic System Regulation.** The County shall retain responsibility for the regulation and permitting of existing septic systems within the Urban Reserve Area, and septic systems allowed to be installed in the Urban Reserve Area pursuant to the terms of this Agreement.

SECTION 5

DEVELOPMENT AND LAND USE CONTROL

OUTSIDE OF THE URBAN RESERVE AREA

5.1 **No Extraterritorial Land Use Controls by City Outside of Urban Reserve Area.**

After the Effective Date of this Agreement and except as provided in Paragraph 1.2.3, the City shall not exercise extraterritorial subdivision and zoning controls with respect to territory located in the Town, but outside of the Urban Reserve Area. The provisions of this paragraph 5.1 shall survive the termination of this Agreement.

SECTION 6

REVENUE SHARING

- 6.1 **Revenue Sharing for Attached Property.** The City shall share tax revenues attributable to real estate attached to the City under this Agreement with the Town. The City's obligation to share tax revenues shall be applicable to each parcel attached to the City under this Agreement, and shall extend for five (5) years following the parcel's attachment to the City. The annual dollar amount of revenue sharing attributable to an attached parcel shall equal the dollar amount of property taxes that the Town levied on the attached parcel in the year in which the attachment occurred. By January 1 of each year, the Town shall send the City a notice setting forth the total amount of tax revenue sharing due to the Town pursuant to this Agreement.

SECTION 7

SANITARY SEWER AND WATER SERVICES

- 7.1 **General.** The City owns and operates both a sanitary sewer and public water supply system. ~~Only property located within the City's corporate limits shall be eligible for connection to the City's sanitary sewer and public water supply systems.~~ Nothing in this Agreement shall be construed to require of the City that it provide sewer or water service to properties outside of its corporate limits or that the terms and conditions of such extensions to attached but isolated properties in the Urban Reserve Area, surrounded by land remaining in the Town shall constitute a voluntary agreement on its part to undertake serving the public in those areas of the Town which surround the attached properties to which service is extended. This Agreement shall constitute a limited delineation of territory to be served by its sewer and water utilities ~~in accord with §66.0813(3), Wis. Stats., and shall not constitute an amendment to its existing ordinances restricting the extension of such services outside of its corporate limits.~~

72 **Sewer or Water Connections for Parcels Attached to the City.**

- 7.2.1 **Application.** A property owner who owns property proposed to be attached to the City may apply for a connection to the City's sanitary sewer and public water supply systems. The City shall consider such application under applicable City ordinances.
- 7.2.2 **Requirement for Connection at City's Option.** The City shall have the right to decide whether property proposed to be attached to the City shall be required to connect to the City's sanitary and public water supply system. At the City's option, the City may allow property in the Urban Reserve Area which is proposed to be attached to the City to be served by private wells or sewage disposal systems, provided such wells and systems comply with all applicable laws, regulations, and ordinance. The City shall consider any recommendation from the Town concerning water and sewer service to properties within the Urban Reserve Area proposed to be attached to the City before making its decision. The City shall provide the Town with written notice of any proposed attachment which includes a request for approval of private wells or private sewage disposal systems. The Town shall have thirty days from its receipt of the notice to make a recommendation to the City regarding the proposed development.

73 **Construction of Water and Sewer Mains Extensions in the Urban Reserve Area.**

- 7.3.1 **Extension of Service Within the Urban Reserve Area.** The Town and the City anticipate that as a result of this Agreement, City water and sewer service will be extended throughout the Urban Reserve Area over time.
- 7.3.2 **Right-of-Way ~~Approvals~~ Review for Placement of Utility Service.** The City or a Contract Installer may request to install and maintain sewer and/or water mains at specified locations in or along Town road rights-of-way in the Urban Reserve Area to facilitate provision of sewer and water service to parcels in the Urban Reserve Area. The City and/or the Contract Installer shall meet with Town officials and ~~secure the approval of~~ inform the Town as to the location and placement of any utility mains in Town right-of- way, as to timeframes for installation, as to any road closure, detour, barricading, and

signage issues necessitated by the installation of the utility mains, and as to repair and restoration obligations after installation. For proposed road closures exceeding twelve (12) hours, the City and/or the Contract Installer shall prepare and propose a plan for notice to affected Town residents and for providing alternate routes of passage and access during the closure. Town ~~approval~~ review shall also be obtained regarding any ongoing maintenance obligations by the City or Contract Installer. This pre-installation meeting shall take place at least thirty days prior to installation of the utility mains and no construction shall occur prior to an agreement being signed by the parties which is acceptable to the Town. The Town shall be given at least thirty (30) ~~sixty (60)~~ days' written notice prior to any installation ~~or repairs~~ of the utility mains. The Town ~~approvals~~ review required in this Paragraph 7.3.2 shall not be unreasonably withheld. The City or Contract Installer shall repair any damage caused to Town roads by the installation of such sewer or water mains. The scope of this repair obligation shall be to restore each damaged Town road to its condition immediately prior to the time of the construction activity. The City agrees that the Town may require a Contract Installer to post a letter of credit to the Town in the amount of one hundred and twenty five percent (125%) of the estimated cost of the repair and restoration of the Town road. The terms of any such letter of credit shall be subject to the approval of the Town attorney, which approval shall not be unreasonably withheld.

7.3.3 Town ~~Approval~~ Review of Utility Installation and/or Developer Agreement. .

The City agrees that it will include the repair obligation and other duties given to the Contract Installer pursuant to the terms of Paragraph 7.3.2 in any agreement it concludes with the Contract Installer. The City will provide a copy of the final draft of the written agreement to the Town for review and comment by the Town Attorney to ensure that the interests of the Town and its residents are adequately protected in the agreement. The Town shall be given thirty days after receipt of the draft from the City to submit its comments to the City. The City shall consider the comments and recommendations of the Town prior to execution of the agreement with the Contract Installer.

7.4 **Special Assessments for Water and Sewer Main Extensions in the Urban Reserve Area.**

7.4.1 **Assessment Procedures.** The City may levy and collect special assessments for special benefits conferred upon property benefited by water and/or sewer main extensions. In levying the special assessments, the City shall follow the Wisconsin statutory requirements. All necessary notices, documents and reports necessary to impose such special assessments shall be prepared by the City at its expense. The City shall also be responsible for conducting any required public hearings for such assessments at a noticed meeting. The assessment methodology used to levy the assessments shall be fair and reasonable. In levying a special assessment under this Section 7.4, the City may include property located in the Urban Reserve Area of the Town in the proposed special assessment district, if the property is benefitted by the sewer and/or water main extension. If the City includes property located in the Urban Reserve Area of the Town in the special assessment district, the Town agrees to adopt a resolution approving the levy of special assessments by the City upon the benefitted properties in accord with §66.0707(1), Wis. Stats. The Town shall adopt such resolution within 30 days of receipt of a written request from the City which includes a copy of the resolution to be passed by the Town. The City shall be solely responsible for completing the special assessment process in compliance with Wisconsin law and for all costs and expenses incurred in doing so.

7.4.2 The City shall defer collection of any special assessments levied on the benefitted properties in the Urban Reserve Area of the Town without interest until the benefitted properties attach to the City and hook up to the City mains or extensions. Once the assessment becomes due, the City agrees to allow payment of the special assessments in at least five (5) annual installments. The rights and obligations contained in this Paragraph 7.4.2 shall survive termination of this Agreement.

7.5 **Sewer Service Area Boundary**

The parties agree to jointly request the Wisconsin Department of Natural Resources to amend the Sewer Service Area Boundary Line in the Town of Kinnickinnic to a

location identical to the Urban Boundary Line established in this Agreement. The Sewer Service Area Boundary Line in the Town will move to the location of the Urban Boundary Line established by this Agreement on the Agreement's Effective Date or as soon thereafter as possible (Exhibit D).

7.6 Applicability to Extra-UBL ~~Attached Annexed~~ Properties

All of the provisions of this Section 7 shall also apply as appropriate to water and/or sewer mains on or bordering properties which ~~attach~~ annex to the City as an Extra-UBL ~~Attachment Annexation~~ pursuant to Paragraph 1.2.3 of this Agreement.

SECTION 8

ROADS IN THE URBAN RESERVE AREA

8.1 Maintenance, Repair and Reconstruction of Roads.

8.1.1 Town Responsibility. The Town shall be responsible for the costs of maintenance and repair of roads in the Urban Reserve Area remaining under the control of the Town. The Town shall also be responsible for the costs of reconstruction of roads in the Urban Reserve Area remaining under the control of the Town, unless such reconstruction is advisable under generally accepted standards for road specifications and design because of the installation of City sewer or water main extensions, or because of a development occurring in a portion of the Urban Reserve Area which was attached to the City.

8.1.2 Negotiated Responsibility. The maintenance and repair of roads in or forming the boundary of the Urban Reserve Area in which a portion of the road is located in the Town and a portion of the road is located in the City shall be shared by the Town and City in rough proportion to the percentage of road in each entity. The reconstruction of roads in the Urban Reserve Area in which a portion of the road is located in the Town and a portion of the road is located in the City shall also be shared by the Town and City in rough proportion to the percentage of road in each entity, unless such

reconstruction is advisable under generally accepted standards for road specifications and design because of the installation of City sewer or water main extensions, or because of a development occurring in a portion of the Urban Reserve Area which was attached to the City. The Town and City shall confer as to the nature, extent and cost of such construction as well as which entity shall pay what percentage of the costs. In the event the parties are not able to reach agreement on the sharing of responsibility and costs, either party may provide written notice of a dispute to the other, and the dispute resolution process set forth in Paragraphs 10.2 to 10.5 shall apply.

8.2 **New Road Construction Costs.** If the City and Town agree that a new road is needed in the Urban Reserve Area, the provisions of Subparagraphs 8.2.1 to 8.2.3 shall apply.

821 **Town Responsibility.** The Town shall be responsible for the construction costs of portions of new roads which will adjoin the Town on both sides, unless such construction is advisable under generally accepted standards for road specifications and design because of a development occurring in a portion of the Urban Reserve Area which was attached to the City. The Town shall accept jurisdiction of such new roads and agree to assume the construction costs for such new road.

822 **City Responsibility.** The City shall be responsible for the construction costs of roads in the Urban Reserve Area included in an attachment to the City, or surrounded on both sides by the City. The City shall also be responsible for the construction costs of roads in the Urban Reserve Area if such construction is advisable under generally accepted standards for road specifications and design because of a development occurring in a portion of the Urban Reserve Area which was attached to the City. If the construction is required because of a development, the City may enter into a development agreement which requires the developer to pay for the road construction costs.

823 **Negotiated Responsibility.** The construction of roads in or forming the boundary of the Urban Reserve Area in which one-half of the road is located in the Town and the other half of the road is located in the City shall be shared by the Town and City, unless

such construction is advisable under generally accepted standards for road specifications and design because of a development occurring in a portion of the Urban Reserve Area which was attached to the City. The Town and City shall confer as to the nature, extent and cost of such construction as well as which entity shall pay what percentage of the costs. In the event the parties are not able to reach agreement on the sharing of responsibility and costs, either party may provide written notice of a dispute to the other, and the dispute resolution process set forth in Paragraphs 10.2 to 10.5 shall apply.

824 **Reimbursement Following Attachment.** In the instance of the attachment of land that includes roads and/or rights of ways that have been improved and/or reconstructed by the Town during the time this Cooperative Boundary Agreement is in effect, the amount the City will reimburse the Town for these improvement/reconstruction expenses will be determined by the Town Board and the City Council. If the Town and the City cannot reach agreement as to the amount of any reimbursement to be paid pursuant to this Paragraph 8.2.4, the dispute resolution provisions in Paragraphs 10.2 to 10.5 shall apply.

8.3 **Road Construction and Reconstruction Standards.** Roads constructed or reconstructed to serve the Urban Reserve Area shall be constructed to Wisconsin Department of Transportation standards in effect at the time of construction or reconstruction, except that the Town shall have no obligation to pay to upgrade or reconstruct a road beyond Town road standards in effect at the time of the upgrade or reconstruction.

8.4 **Special Assessments for Road Costs.**

841 **Assessment Procedures.** The City may levy and collect special assessments for special benefits conferred upon property benefited by road or highway construction. In levying the special assessments, the City shall follow the Wisconsin statutory requirements. All necessary notices, documents and reports necessary to impose such special assessments shall be prepared by the City at its expense. The City shall also be responsible for conducting any required public hearings for such assessments

at a noticed meeting. The assessment methodology used to levy the assessments shall be fair and reasonable. The City shall defer the special assessments levied on benefited properties in the Urban Reserve Area of the Town, without interest, until such benefited properties attach to the City and access the road. The right to collect the deferred special assessments shall survive termination of this Agreement. In levying a special assessment under this Paragraph 8.4, the City may include property located in the Urban Reserve Area of the Town in the proposed special assessment district, if the property is benefited by the road construction. If the City includes property located in the Urban Reserve Area of the Town in the special assessment district, the Town agrees to adopt a resolution approving the levy of special assessments by the City upon benefited properties in accord with §66.0707(1), Wis. Stats. The Town shall adopt such resolution within 30 days of receipt of a written request from the City which includes a copy of the resolution to be passed by the Town. The City shall be solely responsible for completing the special assessment process in compliance with Wisconsin law and for all costs and expenses incurred in doing so. The City shall defer the special assessments levied on benefited properties in the Urban Reserve Area of the Town, without interest, until such benefited properties attach to the City and access the road. Once the special assessments become due and payable, the City agrees to allow payment of the special assessments in at least five (5) annual installments. The rights and obligations contained in this Paragraph 8.4.1 shall survive termination of this Agreement.

- 842 All of the provisions of this Section 8 shall also apply as appropriate to roads on, bordering or accessing properties which attach to the City as an Extra-UBL ~~Attachment-Annexation~~ pursuant to Paragraph 1.2.3 of this Agreement.

SECTION 9

POLICE AND FIRE PROTECTION

- 9.1 **Police Protection.** Police protection in the Urban Reserve Area, prior to attachment, shall be provided by St. Croix County. Property which is attached to the City shall receive police protection from the City Police Department. The parties agree to provide up-to-date maps of their jurisdictional boundaries to the City Police Department and the St. Croix County Sheriff's Department within ten (10) calendar days of any change of those boundaries throughout the term of this Agreement to facilitate such provision of services.

9.2 Fire Protection. Fire protection is provided in accordance with a pre-existing mutual agreement between the Town and the City. A copy of the latest mutual fire service agreement between the Town and City is attached as Exhibit E. The parties agree that the mutual fire service agreement may be amended without requiring an amendment to this Agreement. If, in the opinion of either party to this agreement, any such amendment of the existing mutual service agreement requires an amendment or addition to this Agreement, the parties agree to meet to address and resolve any such issue. The meeting shall occur within thirty (30) days of receipt of written request to meet by the other party to this Agreement. * From DOA - May need to add details regarding fire service within the Urban Reserve Area, similar to how you've described police service, because the resolution at Exhibit E contains very little information. For example, the resolution does not even indicate whether the Town of Kinnickinnic is part of the 'Rural Fire Association' or what type of service Rural Fire Association members receive.

SECTION 10

ENFORCEMENT/DISPUTE RESOLUTION

- 10.1 **Remedies.** This Agreement is intended to provide each party with the right and standing to challenge in Court any act or omission which violates this Agreement. This

January 28, 2016 "DRAFT"

Agreement is intended to provide each party with the right and standing to seek any available legal and equitable remedy to enforce this Agreement and to seek damages for the breach of this Agreement.

- 10.2 **Notice of Breach/Dispute.** If a 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.
- 10.3 **Initial Meeting.** The parties shall meet within thirty (30) days after receipt of a notice of breach or dispute, and shall endeavor in good faith to resolve any dispute amicably. If the initial meeting fails to resolve any dispute, the parties shall meet again within thirty (30) days after the initial meeting. The parties shall use their best efforts to find, design and implement a means of successfully complying with this Agreement.
- 10.4 **Nonbinding Mediation.** In the event the parties are not able to reach agreement in such situation, either party may, by thirty (30) days written notice to the other, require submission of such dispute to an impartial mediator, to be mutually selected by the parties during such thirty (30) day period, for nonbinding mediation. The Town and City shall promptly pay on an equal basis all fees and expenses of the selected mediator.
- 10.5 **Limitation on Commencement of Civil Action.** No civil action may be commenced until after completion of the process set forth in Paragraphs 10.2 to 10.4, except that a party may commence an action seeking specific performance or injunctive relief prior to this time if, in that party's good faith judgment, such an action is necessary to protect the public health, safety or welfare or to timely comply with the statute of limitation specified in Wisconsin Statute Sec. 66.0307(11).

SECTION 11

MISCELLANEOUS TERMS AND CONDITIONS

- 11.1 **No Third Party Beneficiary.** This Agreement is intended to be solely between the City and the Town. Nothing in this Agreement shall be interpreted as giving to any person or entity not party to this Agreement any legal or equitable rights whatsoever.

- 11.2 **Administration.** The contact person(s) for this Agreement shall be on behalf of the Town, the Town Chairperson or designee, and on behalf of the City, the City Administrator or designee. The appointment of a designee must be in writing, and the other party to this Agreement must be notified in writing of the appointment.
- 11.3 **Amendment.** The procedure for amendment of this Agreement is found in §66.0307(8), Wis. Stats.
- 11.4 **Good Faith and Fair Dealing.** The parties acknowledge that this Agreement imposes on them a duty of good faith and fair dealing.
- 11.5 **Severability.** The provisions of this Agreement, and the individual parts of each such provision, shall be severable. In the event that any provision of this Agreement, or any part thereof, is held by a court of competent jurisdiction to be invalid or ineffective, the balance of this Agreement shall survive. In such event, the parties shall promptly meet to discuss how they might satisfy the intent of this Agreement by alternative means.
- 11.6 **Invalid or Ineffective Ordinance.** In the event that any ordinance including, but not limited to, attachment or zoning ordinances, which the parties are required or authorized to enact and/or enforce by this Agreement is adjudged by any court of competent jurisdiction to be invalid or ineffective, in whole or in part, the parties shall promptly meet to discuss how they might perform this Agreement by alternative means, including, without limitation, enacting another ordinance designed to satisfy the court's objections. The parties shall use their best efforts to find, design and implement a means of successfully performing this Agreement. If necessary, the parties shall negotiate appropriate amendments of this Agreement to maintain, as closely as possible, the original terms of this Agreement. In the event the parties are not able to reach agreement, either party may provide written notice of a dispute to the other, and the dispute resolution process set forth in Paragraphs 10.3 to 10.5 shall apply.

- 11.7 **Successors.** This Agreement shall be binding upon all successors and assigns of each party hereto.
- 11.8 **Implementation.** The Town and City shall each take such actions as may be necessary or desirable to implement and effectuate the provisions of this Agreement.
- 11.9 **References.** Any references in this Agreement to any particular agency, organization or official 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. Any references in this Agreement to any particular statute or ordinance shall be interpreted as applying to such statute or ordinance as recreated, amended or renumbered from time to time.
- 11.10 **Paragraph Titles.** Paragraph titles in this Agreement are provided for convenience only and shall not be used in interpreting this Agreement.
- 11.11 **Interpretation.** This Agreement shall be interpreted as though jointly drafted by the parties.
- 11.12 **Notices.** All notices required by or relating to this Agreement shall be in writing. Each notice shall specifically refer to this Agreement by name and shall refer specifically to the number of the paragraph(s) or subparagraph(s) to which the notice relates. Any such notice shall be delivered in person to the clerk of the party receiving the notice or to the person apparently in charge of the clerk's office during normal business hours, or shall be mailed to such clerk by certified mail, return receipt requested (or equivalent private delivery service). Each notice to the Town shall be addressed to the Town Clerk, Town of Kinnickinnic, 1271 County Road J, River Falls, Wisconsin 54022. Each notice to the City shall be addressed to the City Clerk, City of River Falls, 222 Lewis Street, River Falls, Wisconsin 54022. Each party may change its address (or add addresses for facsimile, electronic mail or other communications media), for purposes of this Agreement, by written notice to the other party pursuant to this paragraph. Each notice shall be effective upon delivery in person, or mailing or

upon actual receipt without regard to the method of transmission, whichever occurs first.

SECTION 12

COMPLIANCE WITH STATUTORY REQUIREMENTS

- 12.1 **Initial Authorizing Resolutions.** Section 66.0307(4)(a), Wis. Stats., requires that initial authorizing resolutions for the preparation of a cooperative plan is approved by each participating municipality before the preparation of a cooperative plan may commence. Authorizing resolutions must be dated and signed by the chief elected official and attested to by the municipal clerk of each municipality participating in the cooperative plan. Copies of the City's and Town's initial authorizing resolutions are found at Exhibit F.
- 12.2 **Affidavit of Mailing Notice.** Section 66.0307(4), Wis. Stats., requires that copies of the authorizing resolutions be sent to the Wisconsin Department of Administration, Wisconsin Department of Natural Resources, Wisconsin Department of Agriculture, Trade and Consumer Protection and Wisconsin Department of Transportation; the clerks of any municipality, school district, vocational technical and adult education district, sewer or sanitary district which has any part of its territory within five (5) miles of a participating municipality; the clerk of each county in which a participating municipality is located; and, any county zoning agency or regional planning commission whose jurisdiction includes a participating municipality. A copy of an affidavit attesting to the mailing of copies of the authorizing resolutions to the above parties is found at Exhibit G.
- 12.3 **Affidavit of Publication of Public Hearing Notice.** Section 66.0307(4)(b), Wis. Stats. require the participating municipalities to hold a joint public hearing on the proposed cooperative plan. A copy of an affidavit evidencing that a Class 3 notice for the joint public hearing was published is found at Exhibit H. The City and the Town held a joint public hearing on the Agreement, on the ____th day of _____.

- 124 **Record of Public Participation and Comment.** Section 66.0307 (4)(c) and (d), Wis. Stats., require the participating municipalities to receive and consider public comments prior to adopting the cooperative plan. Public comments were received prior to, at, and following the joint public hearing. A summary of the public comments is found at Exhibit I. A list of the changes made in response to public comments is found at Exhibit J.
- 125 **Record of Comments from County or Regional Planning Commission.** Section 66.0307(4)(c) and (d), Wis. Stats., require the participating municipalities to receive and consider comments from the county zoning agency or regional planning commission on the proposed plan's effect on the master plan adopted by the regional planning commission, or development plan adopted by the county, and on the delivery of municipal services. A copy of the comments received from the county zoning agency or regional planning commission is found at Exhibit K. A list of the changes made in response to the comments is found at Exhibit L.
- 126 **Resolutions Indicating Adoption and Authorizing Transmittal of the Cooperative Plan to the State.** Section 66.0307(4)(d), Wis. Stats., requires each participating municipality to adopt a resolution adopting a final version of the plan. Copies of the City's and Town's resolution indicating adoption of the Agreement, and authorizing transmittal of the Agreement to the Wisconsin Department of Administration for review are found at Exhibit M. Each resolution is dated and signed by the chief elected official and attested by the clerk from each participating municipality.
- 127 **Consistency with Comprehensive Plans.** This Agreement is consistent with the comprehensive plans of the City and Town and serves the interest of both jurisdictions.
- 12.7.1 **Consistency with City's Comprehensive Plan.** The City's comprehensive plan ("City Plan") was adopted on July 26, 2005. The City Plan is consistent with this Cooperative Plan as one of the objectives of the City Plan is for the City to enter into boundary agreements with neighboring towns, including the Town of Kinnickinnic, in order to

guide where certain types of development occur and to preserve open space to the extent possible. The Growth Management section of the City Plan includes the goal of managing the location of residential growth with an objective to match land use intensity with available infrastructure. It also provides that future development within the urban reserve area is to be developed with public sewer and water. This is reinforced by the Infrastructure and Public Service section of the City Plan which establishes the study area for community facilities such as public sewer and water and further establishes that an objective is to have subdivisions served by public sewer and water or be designed to accommodate the eventual provision of these public services. This Cooperative Agreement fulfills the goal of the City Plan to enter into a boundary agreement with the Town of Kinnickinnic, and to establish defined areas for future development with public water and sewer. The Cooperative Agreement identifies the Urban Reserve Area as the area that will be developed over time with a density able to support the installation and provision of public water and sewer.

12.7.2 Consistency with Town's Comprehensive Plan. The Town's comprehensive plan ("Town Plan") was adopted on December 2, 2008. In the Town Plan, the Town anticipated the Town and City would enter into a Cooperative Boundary Agreement, and therefore the Town Plan was prepared to be consistent with a Cooperative Boundary Agreement. The Intergovernmental Cooperation Section of the Town Plan recognizes as a Town goal the establishment of mutually beneficial intergovernmental relations with surrounding jurisdictions, and the development and implementation of boundary and attachment agreements with the City of River Falls and Town of Kinnickinnic. The Land Use Section of the Town Plan recognizes the area identified as the Urban Reserve Area (Extraterritorial Zoning District) in this Agreement as the location where a boundary agreement would make sense, and this area is further identified on the Town's future land use map as an area that may be covered by the Cooperative Agreement. The City and Town have jointly administered and enforced an Extraterritorial Zoning District outside the City and within the Kinnickinnic Township since its adoption in 1974.

Dated this day of _____, 20____.

CITY OF RIVER FALLS

TOWN OF KINNICKINNIC

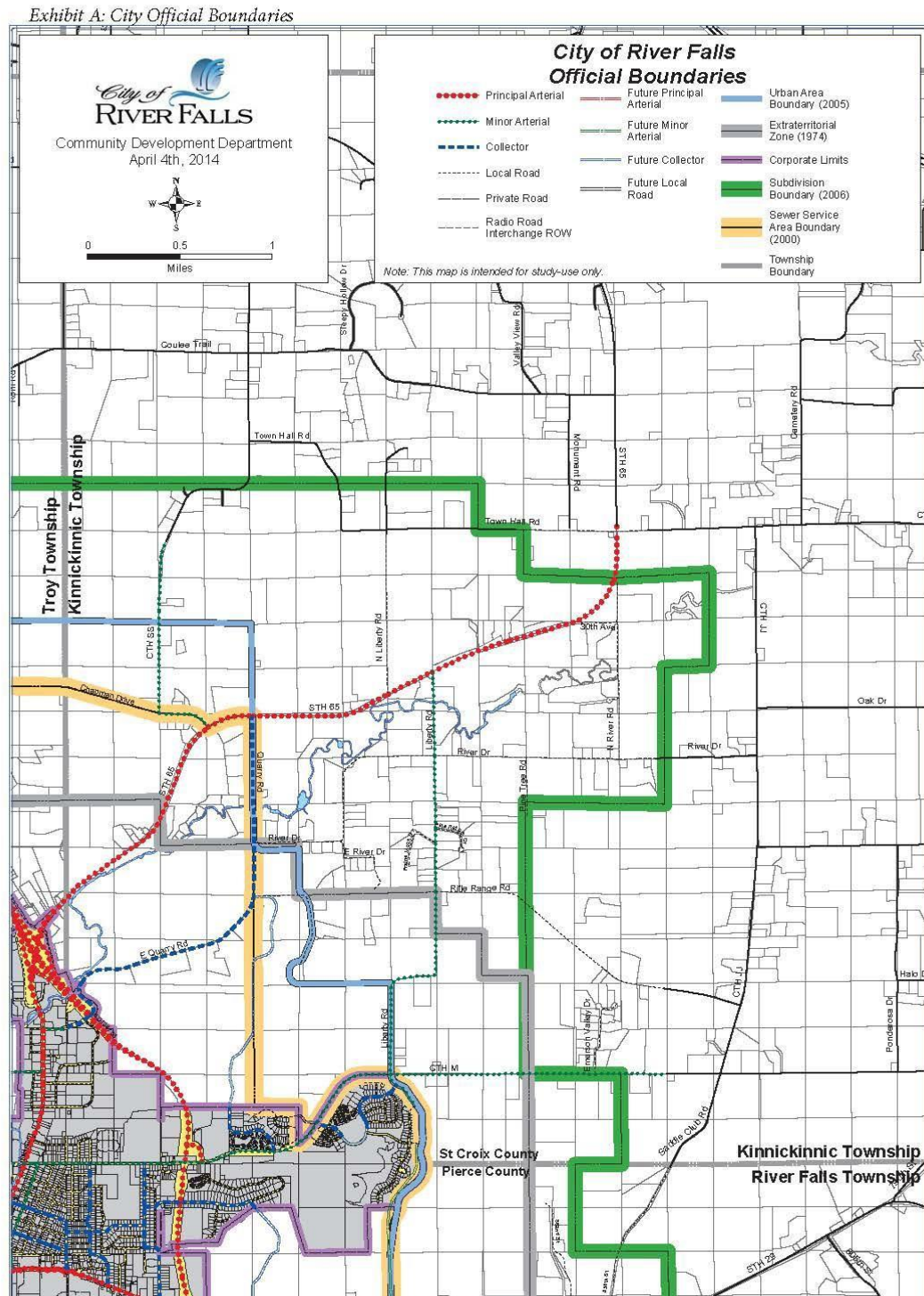
Dan Toland, Mayor

Jerry Olson, Town Chairman

Scot Simpson, City Administrator

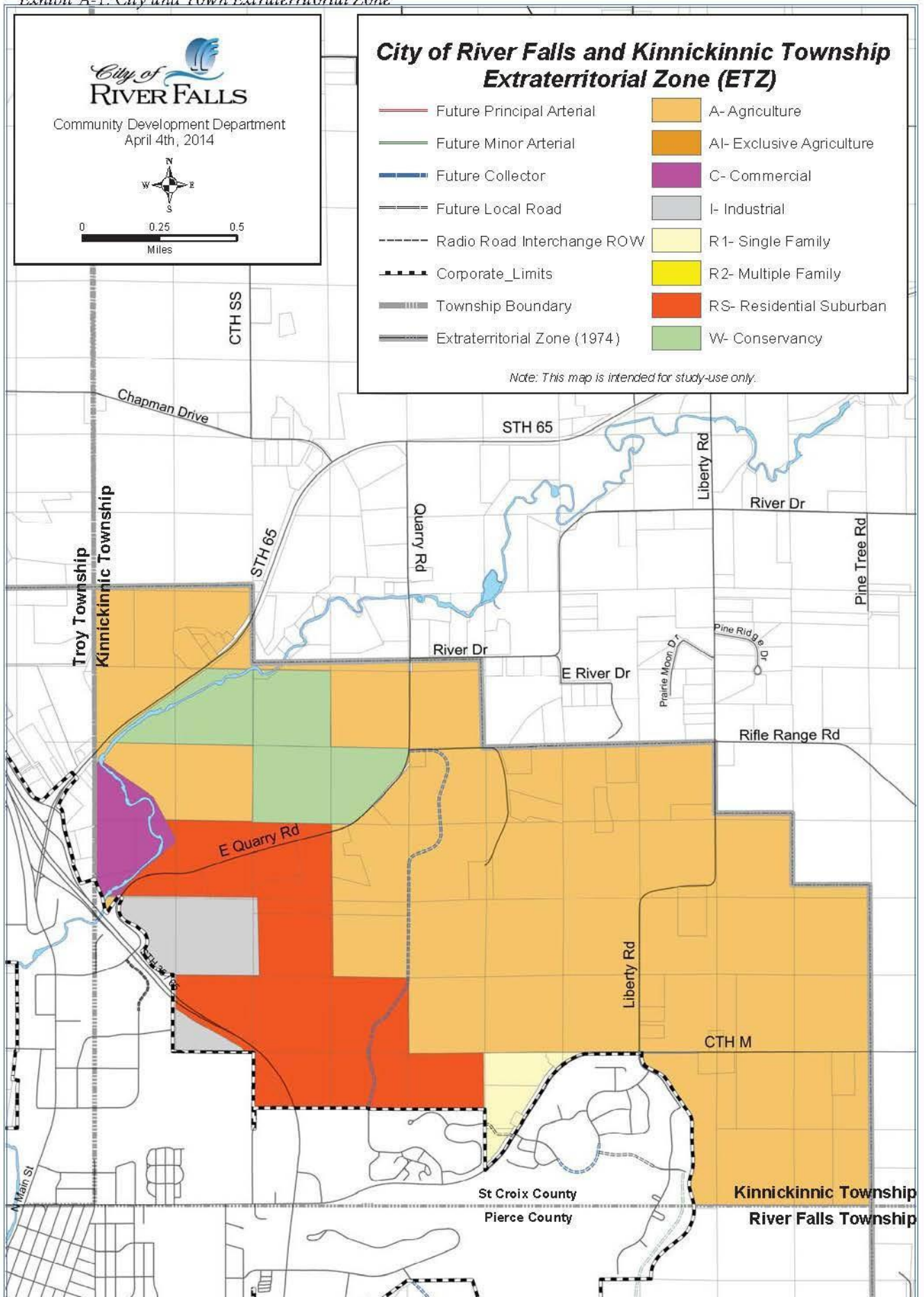
January 28, 2016 "DRAFT"

DOA - Lots going on with this map. What is the 'Subdivision Boundary'? What is the 'Urban Area Boundary'? I do not see these terms in the cooperative plan text. But the cooperative plan text does mention and establish an 'Urban Reserve Area', but I'm not seeing that. Is there a reason for including this map? It may cause confusion because of its use of different terms from that of the cooperative plan.



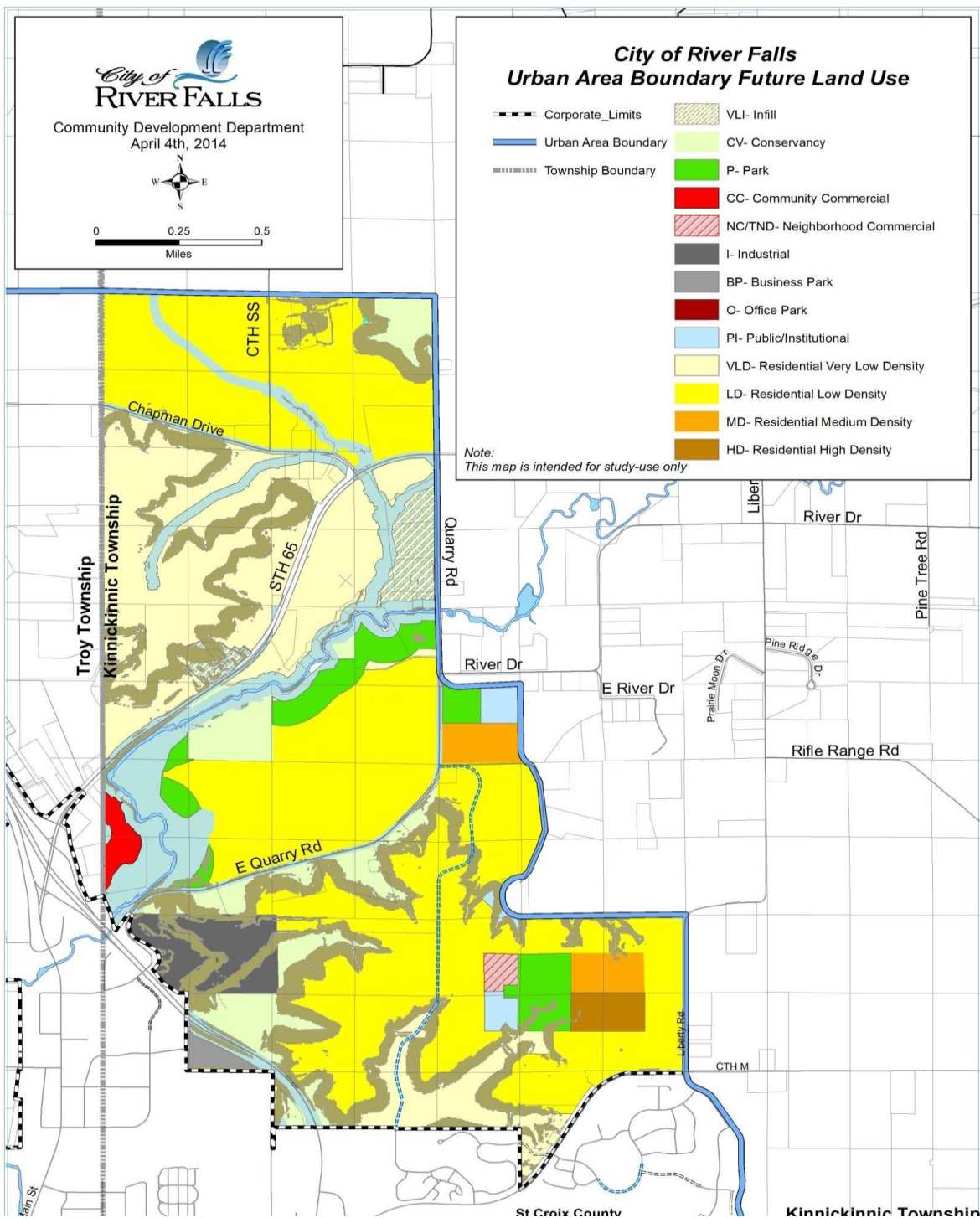
January 28, 2016 "DRAFT"

Exhibit A-1: City and Town Extraterritorial Zone



January 28, 2016 "DRAFT"

DOA - Is this Exhibit A-2? I don't see a label. Also, the cooperative plan text does not mention an Urban Area Boundary, so this map could create confusion. If you are using this map to guide future zoning, is there a problem in the fact that this area covers only 1/2 or less of the 'Urban Reserve Area' that the cooperative plan text does establish? For example, what would be the zoning for parcels within the Urban Reserve January 28, 2016 "DRAFT"



January 28, 2016 "DRAFT"

DOA - Is this Exhibit B-1 map the same one as mentioned on page 4, the Map B 'Base Map'? This map is good, and the terms used are the same as those found within the cooperative plan text

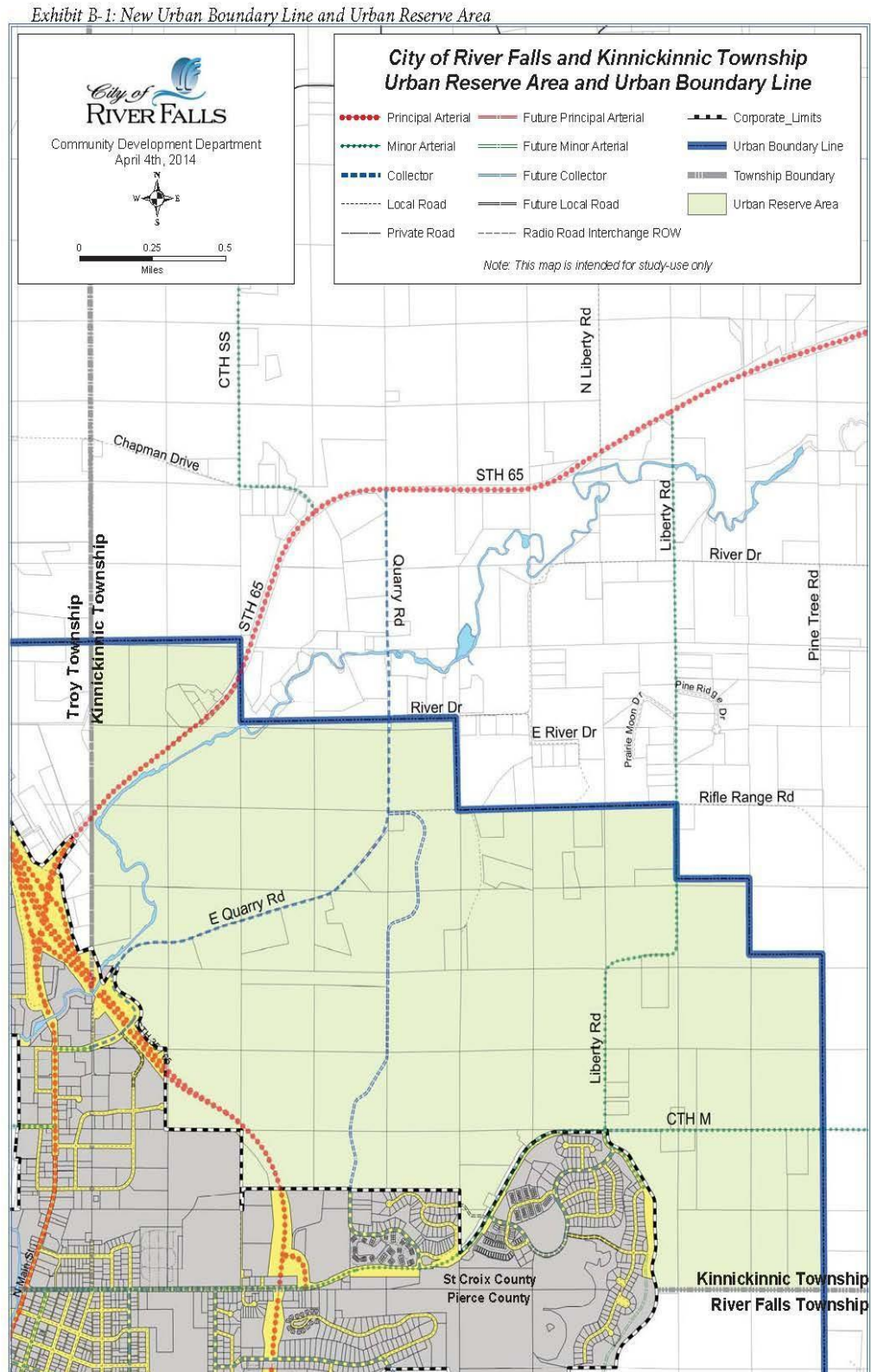


Exhibit B-1

A metes and bounds description of the Urban Reserve Area.

[Previous Map is also listed as Exhibit B-1](#)

DRAFT

RESOLUTION

Exhibit C

**AMENDING THE SEWER SERVICE BOUNDARY
WITHIN THE TOWN OF KINNICKINNIC**

WHEREAS, on October 26, 2000, a resolution was passed, approved, and adopted that met the Federal Clean Water Act Legislation and State Administrative Code NR121 requiring a Sewer Service Area Plan to protect water quality; and

WHEREAS, the Sewer Service Area Committee (SSAC) consisting of members of the City of River Falls, Pierce County, St. Croix County, and the Towns of Kinnickinnic, Kinnickinnic, River Falls and Clifton, undertook the necessary planning process to prepare the River Falls Sewer Service Area Water Quality Management Plan, 2000-2020; and

WHEREAS, any amendment of the plan is required to comply with the planning process of the Sewer Service Plan and approval of the SSAC and Department of Administration; and

WHEREAS, the City of River Falls and the Town of Kinnickinnic have worked towards a Cooperative Boundary Plan with a Urban Reserve and Urban Boundary Line; and

WHEREAS, it has been determined that it is in the best interest of the City and the Town that the Sewer Service Area Boundary be consistent with the New Urban Reserve and Urban Boundary Line of the Cooperative Boundary Plan.

NOW, THEREFORE, BE IT RESOLVED that the City Council and the Town Board recommends that the Sewer Service Area Boundary and the Urban Area Boundary shall be coterminous.

Dated this day of , 2015.

CITY OF RIVER FALLS

TOWN OF KINNICKINNIC

Dan Toland, Mayor

Jerry Olson, Town Chairman

ATTEST:

LuAnn Hecht, City Clerk

January 28, 2016 "DRAFT"

RESOLUTION NO. 5401

**RESOLUTION APPROVING FIRE AGREEMENT
RIVER FALLS RURAL FIRE ASSOCIATION 2011-2015**

WHEREAS, the City has provided fire protection services to the River Falls Rural Fire Association for 50 years; and

WHEREAS, meetings with Town officials and members of the Rural Fire Association have been held to negotiate a long term agreement; and

WHEREAS, an agreement has been reached which retains the ability to provide fire services to the protected areas; and


WHEREAS, the agreement contains the following provisions:

- The Association agrees to pay the City thirty-five percent (35%) of the approved annual budget. Annual budget excluding principal on debt but including a depreciation amount to assist in pre-funding future purchases of equipment, vehicles, and major facility repairs. 2011 estimate is \$746,000.
- 1st payment on June 1st (75% of lump sum)
- 2nd payment on December 15th (25% of lump sum)
- City to purchase all existing equipment for \$225,000
- September 1st budget submitted to joint committee for recommendation to City Council
- 5-year term, two year renewals after 2015 by mutual agreement
- 5% cap on Rural's share in years two through five
- Rural Association responsible for their own cost recovery system (City not involved in billing for calls)

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of River Falls hereby authorizes the City Administrator to enter into a final agreement with the River Falls Rural Fire Association.

Dated this 14th day of September, 2010.


Don Richards, Mayor

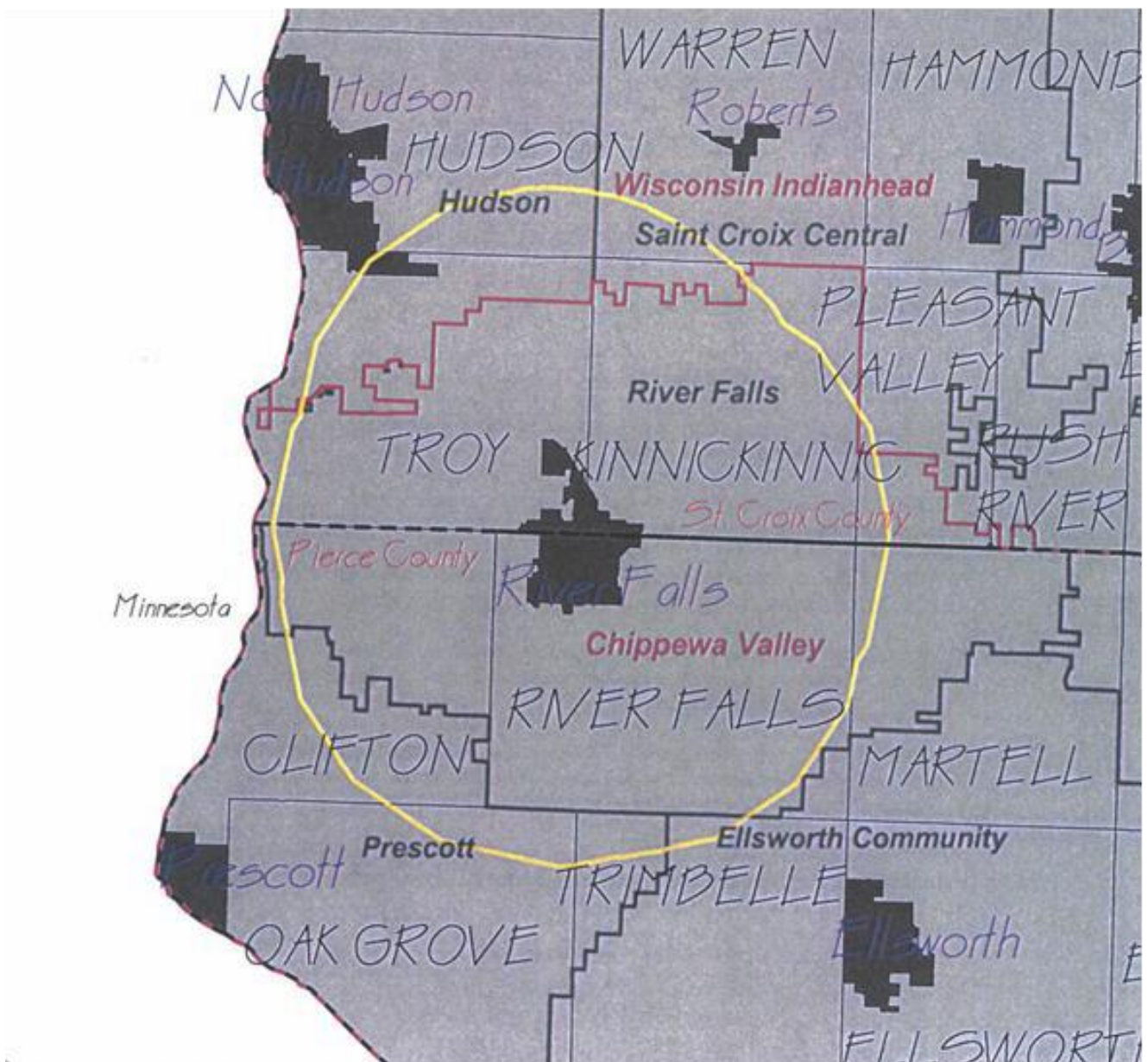

Lu Ann Hecht, City Clerk

Is this Exhibit E, Mutual Aid for Service between City and Town - DOA

Cooperative Boundary Agreement Exhibit E

j

Notification Areas



River Falls City or Village

Marcel Township Name

St. Croix Central School District Name

Chippewa Valley Technical College Name

1 0 1 2 Miles



TOWN OF KINNICKINNIC

MEMORANDUM

TO: Government Agencies and Jurisdictions Within 5 Miles of Participating Municipalities

FROM: Charles Andrea, Chairman, Town of Kinnickinnic

DATE: March 2001

RE: Cooperative Boundary Agreement

The Town of Kinnickinnic, and the City of River Falls, Towns of Clifton, River Falls, and Troy, wish to participate in a Cooperative Boundary Agreement. In accordance to Section 66.0307 of the *Wisconsin State Statutes*, and the Wisconsin Department of Administration, each participating City and Town shall adopt a resolution authorizing participation in the preparation of a Cooperative Boundary Agreement. This resolution shall be approved by the local governing body and sent within five days to designated state and county agencies, and to municipalities and Schools within five miles.

Attached is a passed, approved, and adopted resolution authorizing participation in a Cooperative Boundary Agreement.

If you should have any additional questions regarding the above or the attached, please do not hesitate to contact Buddy Lucero, Planning Director for the City of River Falls at 715-425-0900, Ext. 108 or George Hall, Director, Municipal Boundary Review at 608-266-0683.

cc: City of River Falls
Town of Kinnickinnic
Town of River Falls
Town of Clifton

TOWN OF KINNICKINNIC

Resolution 2001 - 01

Authorizing Resolution for Participation in a Cooperative Boundary Agreement between the Town of Kinnickinnic and the City of River Falls, Towns of Troy, River Falls, and Clifton.

WHEREAS, the Sewer Service Area Committee consisting of members of the City of River Falls, Counties of St. Croix and Pierce, Towns of Troy, Kinnickinnic, River Falls, and Clifton, the Wisconsin Department of Natural Resources, have passed, approved, and adopted on the 26th day of October, 2000, a Sewer Service Area Water Quality Management Plan; and

WHEREAS, the plan identifies environmentally sensitive areas and proposes environmentally sound sewer service extension themes, and guiding and implementing policies that will protect water quality within a sewer service area boundary; and

WHEREAS, the plan provides land use classifications and a future land use diagram that will guide and shape the future land use for the area within a 20-year sewer service area boundary; and

WHEREAS, the Towns and City wish to replace the existing extraterritorial zoning boundary with the agreed upon sewer service area boundary; and

WHEREAS, each participating Town and City adopts a resolution authorizing participation in the preparation of a Cooperative Boundary Agreement; and

WHEREAS, a Cooperative Boundary Agreement Committee shall be appointed by the individual Towns and City to assist in the development and review of a Cooperative Boundary Agreement; and

WHEREAS, the Cooperative Boundary Agreement Committee shall consist of for the Towns, the Town Chairman, a Supervisor, and a Planning Commissioner, for the City, the Mayor, a City Councilor, and a Planning Commissioner; and

WHEREAS, the Cooperative Boundary Agreement Committee shall utilize the adopted Sewer Service Area Water Quality Management Plan and other related plans and ordinances for the development of a Cooperative Boundary Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Town of Kinnickinnic Town Board, agree to participate in the preparation of a Cooperative Boundary Agreement pursuant to authority found in s. 66.0307, Stats.

Passed, approved, and adopted this 3rd APRIL day of ~~March~~ 2001.



Charles Andrea, Chairman

ATTEST:

 4-3-01

Carole Hoopman, Town Clerk

Exhibit F

AFFIDAVIT OF MAILING

I, Carole A. Hoopman, Town of Kinnickinnic, certify that I mailed the attached information to the individuals listed below, via United States Postal Service, regular mail.

Carole A. Hoopman, clerk
Signature

April 3, 2001
Date

Sue Nelson
St. Croix County Clerk
1101 Carmichael Road
Hudson, WI 54016

Kenneth Peterson
Chairperson Town of Hammond
1958 County Rd J
Baldwin, WI 54002

Scott Heinbuch
Clerk Town of Hammond
776 160th St.
Hammond, WI 54015

James Freeman
Chairperson Town of Pleasant Valley
1736 County Rd M
River Falls, WI 54022

Verla Solberg
Clerk Town of Pleasant Valley
1688 County Rd Z
Hammond, WI 54015

Wayne J. Loock
Chairperson Town of Rush River
583 183rd St.
Hammond, WI 54015

January 28, 2016“DRAFT”

Delores Vrieze

Clerk Town of Rush River

1815 County Rd N

Baldwin, WI 54002

Patrick Collins

Chairperson Town of St. Joseph

1309 53rd St.

Hudson, WI 54016

Marie Schmit

Clerk Town of St. Joseph

1337 County Rd V

Hudson, WI 54016

Dean Albert

Chairperson Town of Troy

296 Hwy 35 N.

River Falls, WI 54022

Margaret Ann DesLauriers

Clerk Town of Troy

706 Coulee Trail

Hudson, WI 54016

Richard Meyer

Chairperson Town of Warren

667 100th St.

Roberts, WI 54023

Sheryl Budrow

Clerk Town of Warren

929 65th Ave.

Roberts, WI 54023

Len Meissen

President Town of North Hudson

400 7th St. N.

Hudson, WI 54016

LaVonne McCombie

Clerk Town of North Hudson

400 7th St. N.

Hudson, WI 54016

Jeffrey Johnson

Chairperson Town of Hudson

1016 Trout Brook Rd

Hudson, WI 54016

JoAnn Wert

Clerk Town of Hudson

923 Cloverleaf Circle

Hudson, WI 54016

Douglas Draper

President Village of Hammond

P.O. Box 337

Hammond, WI 54015

Wanda M. Madsen, CMC

Clerk-Treasurer Village of Hammond

P.O. Box 337

Hammond, WI 54015

Eugene Hanson

President Village of Roberts

107 E. Maple

Roberts, WI 54023

Doreen Kruschke

Clerk-Treasurer Village of Roberts

107 E. Maple

Roberts, WI 54023

Jack Breault

Mayor City of Hudson

505 Third St.

Hudson, WI 54016

Patricia A. Dotseth

Clerk City of Hudson

505 Third St.

Hudson, WI 54016

Katie Chaffee

Mayor City of River Falls

123 E. Elm St.

River Falls, WI 54022

Julie Bergstrom

Clerk-Treasurer City of River Falls

123 E. Elm St.

River Falls, WI 54022

Jamie Feuerhelm

Pierce County Clerk

P.O. Box 119

Ellsworth, WI 54011

LeRoy Peterson

Chairperson Town of Clifton

W10604 County Rd FF

River Falls, WI 54022

January 28, 2016 "DRAFT"
St. Croix Central School District

Great Lakes and Watershed Planning
Section

Starla Deiss
Clerk Town of Clifton
W10765 Hwy 29

1295 Vine
Hammond, WI 54015

Wisconsin Department of Natural
Resources
P.O. Box 7921

River Falls, WI 54022

Chippewa Valley Technical College
500 S. Wasson Lane

Madison, WI 53707-7921

Bill Gilles
Chairperson Town of Martell
W5399 801 Ave.
Spring Valley, WI 54767

River Falls, WI 54022

Wisconsin Indianhead Technical
College
944 O'Keefe Road
New Richmond, WI 54017

Mr. George Hall, Director
Municipal Boundary Review
Department of Administration
P.O. Box 1645
Madison, WI 53701-1645

Janice Swanson
Clerk Town of Martell
N6665 610th St.
Beldenville, WI 54033

West Central Wisconsin Regional
Planning Commission
800 Wisconsin Street, Suite D2-401
Eau Claire, WI 54703-3574

Mr. Donald McGee
President Village of Baldwin
Community Center
400 Cedar St.
Baldwin, WI 54002

Louis Campbell
Chairperson Town of River Falls
W9255 690th Ave.
River Falls, WI 54022

Mississippi River Regional Planning
Commission
1707 Main Street, Suite 240
LaCrosse, WI 54601

Ms. Cindy Deringer
Clerk Village of Baldwin
Community Center
400 Cedar St.
Baldwin, WI 54002

Janet Huppert
Clerk Town of River Falls
W10430 State Hwy 29
River Falls, WI 54022

Mr. Tom Beekman, Manager
Systems Planning and Operations
DOT District 6
718 W. Clairemont Avenue
Eau Claire, WI 54701-5108

Baldwin-Woodville School District
550 Hwy 12
Baldwin, WI 54002

River Falls School District
852 E. Division
River Falls, WI 54022

Mr. Keith Foye, Chief
Soil and Water Management Section
DATCP
P.O. Box 8911
Madison, WI 53708-8911

Mr. Kenneth Klanderman
Clerk Town of Baldwin
2309 Co. Rd. E
Baldwin, WI 54002

Hudson School District
1401 Vine St.
Hudson, WI 54016

January 28, 2016 "DRAFT"

Mr. Joseph Hurtgen

Chairperson Town of Baldwin

2522 110th Ave.

Woodville, WI 54028

DRAFT

CITY OF RIVER FALLS
RESOLUTION NO. 2001- 3775

Authorizing Resolution for Participation in a Cooperative Boundary Agreement between the City of River Falls and the Towns of Troy, Kinnickinnic, River Falls, and Clifton.

WHEREAS, the Sewer Service Area Committee consisting of members of the City of River Falls, Counties of St. Croix and Pierce, Towns of Troy, Kinnickinnic, River Falls, and Clifton, the Wisconsin Department of Natural Resources, have passed, approved, and adopted on the 26th day of October, 2000, a Sewer Service Area Water Quality Management Plan; and

WHEREAS, the plan identifies environmentally sensitive areas and proposes environmentally sound sewer service extension themes, and guiding and implementing policies that will protect water quality within a sewer service area boundary; and

WHEREAS, the plan provides land use classifications and a future land use diagram that will guide and shape the future land use for the area within a 20-year sewer service area boundary; and

WHEREAS, the Towns and City wish to replace the existing extraterritorial zoning boundary with the agreed upon sewer service area boundary; and

WHEREAS, each participating Town and City adopts a resolution authorizing participation in the preparation of a Cooperative Boundary Agreement; and

WHEREAS, a Cooperative Boundary Agreement Committee shall be appointed by the individual Towns and City to assist in the development and review of a Cooperative Boundary Agreement; and

WHEREAS, the Cooperative Boundary Agreement Committee shall consist of for the Towns, the Town Chairman, a Supervisor, and a Planning Commissioner, for the City, the Mayor, a City Councilor, and a Planning Commissioner; and

WHEREAS, the Cooperative Boundary Agreement Committee shall utilize the adopted Sewer Service Area Water Quality Management Plan and other related plans and ordinances for the development of a Cooperative Boundary Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the City of River Falls agree to participate in the preparation of a Cooperative Boundary Agreement pursuant to authority found in §66.0307, Stats.

Passed, approved, and adopted this 13th day of March, 2001.



Katie Chaffee, Chairman

ATTEST:

January 28, 2016 "DRAFT"

AFFIDAVIT OF MAILING

I, Robin Schrank, for the City of River Falls, certify that I mailed the attached information to the individuals listed below, via United States Postal Service, regular mail.

Robin Schrank
Signature

Jan 14, 2001
Date

Sue Nelson
St. Croix County Clerk
1401 Carmichael Road
Hudson, WI 54016

Kenneth Peterson
Chairperson Town of Hammond
1958 County Rd J
Baldwin, WI 54002

Scott Heinbuch
Clerk Town of Hammond
776 160th St
Hammond, WI 54015

Charles D. Andrea
Chairperson Town of Kinnickinnic
332 County Rd JJ
River Falls, WI 54022

Carole Houpman,
Clerk Town of Kinnickinnic
179 State Rd 65
River Falls, WI 54022

James Freeman
Chairperson Town of Pleasant Valley
1736 County Rd M
River Falls, WI 54022

January 28, 2016 "DRAFT"

Delores Vrieze		River Falls, WI 54022
Clerk Town of Rush River	Marie Schmit	
1815 County Rd N	Clerk Town of St. Joseph	Margaret Ann DesLauriers
Baldwin, WI 54002	1337 County Rd V	Clerk Town of Troy
	Hudson, WI 54016	706 Coulee Trail
Patrick Collins		Hudson, WI 54016
Chairperson Town of St. Joseph	Dean Albert	
1309 53rd St.	Chairperson Town of Troy	Richard Meyer
Hudson, WI 54016	296 Hwy 35 N.	
Chairperson Town of Warren		Clerk-Treasurer Village of Roberts
667 100th St.	JoAnn Wert	107 E. Maple
Roberts, WI 54023	Clerk Town of Hudson	Roberts, WI 54023
	923 Cloverleaf Circle	
Sheryl Budrow	Hudson, WI 54016	Jack Breault
Clerk Town of Warren		Mayor City of Hudson
929 65th Ave.	Douglas Draper	505 Third St.
Roberts, WI 54023	President Village of Hammond	Hudson, WI 54016
	P.O. Box 337	
Len Meissen	Hammond, WI 54015	Patricia A. Dotseth
President Town of North Hudson		Clerk City of Hudson
400 7th St. N.	Wanda M. Madsen, CMC	505 Third St.
Hudson, WI 54016	Clerk-Treasurer Village of Hammond	Hudson, WI 54016
	P.O. Box 337	
LaVonne McCombie	Hammond, WI 54015	Katie Chaffee
Clerk Town of North Hudson		Mayor City of River Falls
400 7th St. N.	Eugene Hanson	123 E. Elm St.
Hudson, WI 54016	President Village of Roberts	River Falls, WI 54022
	107 E. Maple	
Jeffrey Johnson	Roberts, WI 54023	Julie Bergstrom
Chairperson Town of Hudson		Clerk-Treasurer City of River Falls
1016 Trout Brook Rd		123 E. Elm St.
Hudson, WI 54016	Doreen Kruschke	River Falls, WI 54022

January 28, 2016 "DRAFT"

Jamie Feuerhelm	W10430 State Hwy 29	Mr. Tom Beekman, Manager
Pierce County Clerk	River Falls, WI 54022	Systems Planning and Operations
P.O. Box 119		DOT District 6
Ellsworth, WI 54011	River Falls School District	718 W. Clairemont Avenue
	852 E. Division	Eau Claire, WI 54701-5108
	River Falls, WI 54022	
LeRoy Peterson		Mr. Keith Foye, Chief
Chairperson Town of Clifton	Hudson School District	Soil and Water Management Section
W10604 County Rd FF	1401 Vine St.	DATCP
River Falls, WI 54022	Hudson, WI 54016	P.O. Box 8911
		Madison, WI 53708-8911
Starla Deiss	St. Croix Central School District	
Clerk Town of Clifton	1295 Vine	Mr. Charles R. Ledin, Chief
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River Falls, WI 54022		Wisconsin Department of Natural Resources
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	944 O'Keefe Road	Department of Administration
Janice Swanson	New Richmond, WI 54017	P.O. Box 1645
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N6665 610th St.		
Beldenville, WI 54033	West Central Wisconsin Regional Planning Commission	Mr. Donald McGee
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River Falls, WI 54022	1707 Main Street, Suite 240	
	LaCrosse, WI 54601	Ms. Cindy Deringer
Janet Huppert		Clerk Village of Baldwin
Clerk Town of River Falls		

January 28, 2016 "DRAFT"

Community Center

Baldwin, WI 54002

400 Cedar St.

Mr. Joseph Hurtgen

Baldwin, WI 54002

Mr. Kenneth Klanderman

Chairperson Town of Baldwin

Clerk Town of Baldwin

2522 110th Ave.

Baldwin-Woodville School District

2309 Co. Rd. E

Woodville, WI 54028

550 Hwy 12

Baldwin, WI 54002

DRAFT

Exhibit-G

A copy of a Class 3 notice for the joint public hearing was published.

DRAFT

Exhibit-H

A summary of the public comments received prior to, at, and following the joint public hearing.

DRAFT

Exhibit I

A list of the changes made in response to public comments received prior to, at, and following the joint public hearing.

DRAFT

Exhibit J

A copy of the comments received from the county zoning agency or regional planning commission.

DRAFT

Exhibit K

A list of changes made in response to the comments received from the county zoning agency or regional planning commission.

DRAFT

Exhibit L

Copies of the City's and Town's resolution indicating adoption of the Agreement, and authorizing transmittal of the Agreement to the Wisconsin Department of Administration for review.

DRAFT