

DRAFT June 19, 2018  
(Based on May 31 Meeting Comments)

# *Cooperative Plan between the*



*and the*



\_\_\_\_\_, 2018

## **CITY OF RIVER FALLS**

### **Common Council**

Dan Toland, Mayor; Alderpersons: Diane Odeen; Scott Morrisette; Sean K. Downing; Christopher P. Gagne; Hal Watson; Todd Bjerstedt; and Michael Page

### **Plan Commission**

Dan Toland, Mayor; Scott Morrisette, Alderperson; Bill Steussel; Mike Woolsey, Lisa Moody; Susan Reese; and Craig Hinzman

### **Cooperative Boundary Plan Negotiating Committee Members**

Dan Toland, Mayor; Diane Odeen, Alderperson; Buddy Lucero, Community Development Director

### **Staff**

Scot Simpson, City Administrator; Buddy Lucero, Community Development Director; Kevin Westhuis, Utilities Manager; Reid Wronski, City Engineer; Daniel Gustafson, City Attorney

## **TOWN OF KINNICKINNIC**

### **Board of Supervisors**

Jerry Olson, Chairperson; Supervisors: Axel Bogdan, Dave Nelson, Alex Williams and Mae Wolfe

### **Plan Commission**

Gordon Awsumb, Chairperson, Jerry Olson, Axel Bogdan, Jeanne Williams, John Pietenpol, Greg Zwald, and Candace Bettendorf

### **Cooperative Boundary Plan Negotiating Committee Members**

John Pietenpol, Chairperson, Jerry Olson, and Peter Bloch

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## **LIST OF EXHIBITS**

<b>Exhibit</b>	<b>Document Reference</b>
<b>A</b> City Official Boundaries	Par.1.2.1
<b>B</b> New Cooperative Urban Boundary Line and Urban Reserve Area	Par. 1.2.3
<b>B-1</b> The Proposed A-Agricultural Zone for the Urban Reserve Area.	Par. 4.2.1
<b>C</b> Resolution amending the Sewer Service Boundary	Par. 7.6
<b>D</b> Mutual Fire Service Agreement between the City and Town.	Par. 9.2
<b>E</b> Cooperative Boundary Agreement Notification Area Map Initial Authorizing resolutions for the preparation of a cooperative plan.	Par. 12.1
<b>F</b> Affidavit of Mailing of Memorandum.	Par. 12.2
<b>G</b> A copy of a Class 3 notice for the joint public hearing was published.	Par. 12.3
<b>H</b> A summary of the public comments received prior to, at, and following the joint public hearing.	Par. 12.4
<b>I</b> A list of the changes made in response to public comments received prior to, at, and following the joint public hearing.	Par. 12.4
<b>J</b> A copy of the comments received from the county zoning agency or Regional planning commission.	Par. 12.5
<b>K</b> A list of changes made in response to the comments received from the county zoning agency or regional planning commission.	Par. 12.5
<b>L</b> City and Town resolution of the Agreement to the Wisconsin DOA.	Par. 12.6

**CITY OF RIVER FALLS/TOWN OF KINNICKINNIC COOPERATIVE PLAN**  
**UNDER SECTION 66.0307, WISCONSIN STATUTES**  
**\_\_\_\_\_, 2018**

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, hereby agree to enter into this Cooperative Plan (hereinafter “Plan”), subject to the approval of the Wisconsin Department of Administration, under the authority of Wis. Stat. §66.0307.

**WHEREAS**, Wis. Stat. §66.0307, authorizes municipalities to determine the boundary lines between themselves upon approval of a cooperative plan by the Wisconsin Department of Administration; and,

**WHEREAS**, the Town and the City desire to establish a process pursuant to which certain land appropriate for urban development, within a newly-established urban boundary line will over time be detached from the Town and Attached to the 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 Plan shall be a binding and enforceable contract;

**NOW THEREFORE**, in consideration of the above recitals, the City and the Town agree to enter into this Plan, which provides as follows:

## **SECTION 1**

### **GENERAL PROVISIONS**

1.1 **Participating Municipalities; Purpose of Plan.** 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 Plan, pursuant to their authority under Wis. Stat. §66.0307, for the general purpose of guiding and accomplishing a coordinated, adjusted and harmonious development of the territory covered by this Plan, consistent with the comprehensive plan of each municipality.

1.2 **Territory Subject to the Plan.**

1.2.1 **Current Boundaries Map.** Exhibit A shows the City of River Falls existing jurisdictional boundaries. These boundaries are Municipal, Extraterritorial Zone, Sewer Service Area, Urban Area and Extraterritorial Subdivision.

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 new Urban Boundary Line. Real property within this area is subject to Attachment to the City and detachment from the Town during the term of this Plan, pursuant to the procedures contained in this Plan. This Plan also addresses how territory within the Urban Reserve Area will be governed by the Town and City.

1.2.3 **New Urban Boundary Line.** The Town and City agree that, except as provided in this Paragraph 1.2.3, the City shall, during the term of this Plan, 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 new Urban Boundary Line shown on Exhibit B. "Land use or land divisions" as used in the preceding sentence shall include, without limitation, subdivision, extraterritorial subdivision, zoning,

or extraterritorial zoning decisions. The only exception to the City's relinquishment of these rights, as specified in this Paragraph 1.2.3, shall be as to property outside of the New Urban Boundary Line subsequently annexed to the City. Annexation of property outside of the New Urban Boundary Line to the City after the Effective Date shall occur only under the following circumstances: a) the subject property to be annexed shall be Contiguous (as defined in Section 2.2 of this Plan) to property located in the City; b) 100% of the owners of the subject property shall have voluntarily petitioned the City for annexation of the subject property to the City; and c) the City approves the voluntary petition for annexation. Annexation of property outside of the new Urban Boundary Line under the above-specified conditions shall hereinafter be referred to as "Extra-UBL Annexation." Extra-UBL Annexation shall not operate to change the boundaries of the Urban Reserve Area. For the purposes of this Section 1.2.3, 'Contiguous' shall be interpreted to exclude attempted attachments or annexations which involve a "flag-shaped" or "balloon-on-a-string" tracts which involve a proportionally small segment of the property (in relation to the overall size of the property) that actually adjoins or touches the existing City boundary, for which contiguity is claimed to exist.

### 1.3 **Term of this Plan.**

1.3.1 **Term Expires Upon Complete Attachment.** The term of this Plan between the City and the Town shall commence on the Effective Date, and shall expire when all land located in the Urban Reserve Area has been Attached by the City, pursuant to Section 3 of this Plan.

1.3.2 **Justification for a Term Exceeding 10 Years.** The City and Town agree that it is in their mutual interests not to measure the term of the Agreement based upon a specific date or arbitrary timeline. Rather, the City and Town believe that the area chosen as the new Urban Reserve Area gives the parties flexibility to manage and encourage growth in a well-defined, compact area, encouraging long term stability in their mutual land use and development planning, and eliminating the potential for continued disputes over boundaries and extension of Sewer Service Areas, and other matters. Although it will likely

take longer than 10 years to fully Attach the new Urban Reserve Area, rapid growth is likely to occur here, because of ready access to County Highway M, and State Highways 35 and 65, giving quick, direct and high speed access to Interstate 94.”

1.4 **Consideration for Mutual Promises Contained in this Plan.** The Town and City agree that this Plan represents a political compromise between the parties. The City agrees that in exchange for the ability to Attach properties within the Urban Reserve Area to the City as provided by this Plan, the City (except for Extra-UBL Annexation, as provided in Paragraph 1.2.3) legally waives its right to expand by annexation real estate situated in the Town that is outside of the Urban Reserve Area. During the term of this Plan, the City also relinquishes its authority to exercise extraterritorial zoning and subdivision authority over any real estate in the Town that is outside of the Urban Reserve Area, and will amend its ordinances, as needed, to reflect its lack of such jurisdiction in the Town. In exchange for the establishment of the new Urban Boundary Line and the City's agreement (except for Extra-UBL Annexation, as provided in Paragraph 1.2.3) not to 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 Plan.

1.5 **Boundaries and Annexations Upon Expiration of Plan.** Upon expiration of this Plan, the New Urban Boundary Line shall become the corporate boundary of the City, except to the extent that Extra-UBL Annexations have extended the City's boundary beyond the New Urban Boundary Line. Further, upon expiration of this Plan, all proposed annexations from the Town to the City shall be subject to existing state statutes then in effect. The City and Town further agree that, upon expiration of this Plan, the City and Town shall enter into good faith negotiations to determine all other boundaries, including the Sewer Service Area boundary and boundaries associated with the extraterritorial jurisdiction of the City, if any. No boundaries shall be established, unless the City and Town mutually agree upon them. The provisions of this Paragraph 1.5 shall survive the expiration of this Plan.

1.6 **The Proposed Boundaries are Compact.** Wis. Stat. §66.0307(3)(d)4 requires that the Plan provide a statement explaining how any part of the Plan related to the location of boundaries meets the approval criteria under 66.0307(5)(c)5. The Urban Reserve Area created by the new Urban Boundary Line is a compact area. The boundary lines are straight, tight and compact. On the eastern and part of the northern edges, the Urban Reserve Area is bounded by Rifle Range Road, a major Town artery. The eastern edge abuts a small subdivision, the homes in which are served by self-sufficient sewer and water systems, far removed from City water and sewer. This subdivision creates a natural barrier to any near term development further east. On the northern edge of the Urban Reserve Area, the boundary roughly follows a natural ridge which extends from the westerly point of commencement of the new Urban Boundary Line approximately two-thirds of the distance along the northerly boundary. The ridge then drops down into a valley on the eastern edge, leading to Rifle Range Road. This ridge helps buffer run-off into the Kinnickinnic River Watershed. Thus, the boundary of the Urban Reserve Area creates an area which promotes prospects for manageable growth.

1.7 **The Cooperative Plan is Consistent with Existing Laws.** Wis. Stat. §66.0307(3)(e) requires that the Plan describe how it is consistent with current laws and administrative rules that apply to the territory affected by the Plan. This area is not affected by any County or City Shoreland Zoning Regulations. Most of the Urban Reserve Area is presently zoned as Agricultural District (A), under the City's extraterritorial zoning ordinance (smaller areas, immediately adjacent to the City are zoned Industrial (I), Single-family suburban residence (RS), and Single-family residence (R1)). Under the terms of the Plan, upon the Effective Date, the entire Urban Reserve Area will be zoned Agricultural District (A), under the City's zoning ordinance (Sec. 17.52), until such time as portions of the Urban Reserve Area are Attached to the City or rezoned.

## SECTION 2 DEFINITIONS

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

2.1 **"Attach," "Attached," or "Attachment"** shall refer to an alternative process whereby real estate is detached from the Town and Attached to the City pursuant to the terms of this Plan and Wis. Stat. §66.0307(10), in contradistinction from annexation under Wis. Stat. Ch. 66.

2.2 **"Contiguous"** shall mean adjoining, touching, having some significant degree of physical contact. The presence of public roads, railroad or utility rights of way or waterways between two properties shall not, without more, render those properties non-contiguous for purposes of this definition.

2.3 **"Contract Installer"** shall mean 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.

2.4 **"Developed Lot"** shall mean a Lot within the Urban Reserve Area that was allowed to be subdivided after the Effective Date of this Plan, but was not required to be immediately Attached to the City due to any exception provided in this Plan.

2.5 **"Divide," "Divides," or "Divided,"** for purposes of this Plan shall refer to a division of land by the owner, or the owner's agent, which results in the creation of one or more additional Parcels, all of which are least thirty-five (35) acres in size.

2.6 **"Effective Date"** shall mean the date the Plan is approved by the Wisconsin Department of Administration in accordance with Wis. Stat. §66.0307(5).

2.7 **"Immediate Family"** shall mean a property owner, and the parents, grandparents, natural or adopted children and grandchildren, step children, step grandchildren, nieces, nephews, brothers, sisters and spouses of the property owner who, on or after the Effective Date of this Plan, own property in, or who, collectively own 100% interest in a legal entity (including without limitation, corporation, partnership, or trust) which, on or after the Effective Date of this Plan, 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 2.7) have an ownership interest. A "legal entity" as defined in this Paragraph 2.7 shall hereafter be referred to as a "Family Entity."

2.8 **"Land Division," "Subdivide," "Subdivides," "Subdivided" or "Subdivision"** shall refer to the division of a tract 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 new Lots or building sites of less than thirty-five (35) acres.

2.9 **"Parcel"** shall mean a Contiguous tract of land under common ownership that is thirty-five (35) acres or greater in size and identified for property tax purposes by one or more unique Parcel Identification Numbers (PINs). The presence of public roads or railroad rights of way on the land shall not make Parcels non-contiguous.

2.10 **"Lot"** shall mean a tract of land that is less than thirty-five (35) acres in size, 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 (or lawful access via a private road), and identified for property tax purposes by a single PIN.

2.11 **"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 connection to or placement upon something having a permanent location on or in the ground.

2.12 **"New Urban Boundary Line"** shall mean 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 New Urban Boundary Line shall form the exterior perimeter of the Urban Reserve Area.

2.13 **"Urban Reserve Area"** shall mean that area of the Town which may over time be Attached to the City in accordance with this Plan.

### **SECTION 3**

#### **ATTACHMENT OF LAND IN 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 those set forth in this Plan.

3.2 **Property Owner Request for Voluntary Attachment.**

3.2.1 **Request for Attachment.** The City may Attach territory located in the Urban Reserve Area to the City upon receiving a petition from an owner or owners of real property requesting voluntary 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 approve or deny a petition for Attachment under this Paragraph, and may place conditions on any approval of a petition for Attachment. Conditions on the approval of Attachments shall comply with this Plan, the City of River Falls Municipal Code, and the City's Comprehensive Plan.

### **3.2.2 Property Owner Request For Attachment Related to Land Division of Property.**

Any property owner seeking to Subdivide a tract of land within the Urban Reserve Area to create a Lot shall Attach to the City each new Lot created by the Land Division, unless such Lots are created pursuant to the exceptions provided in Paragraph 4.3.4 (Existing residential dwelling exception), Paragraph 4.3.5 (Immediate Family Member exception), or Paragraph 4.3.6 (Agricultural Employee exception). 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.

**3.2.3 Attachment Related to 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 within 300 feet of the City's sewer or water service mains shall request Attachment to the City under Section 3.2. If City approval of the provision of City water or sewer is required, a property owner's application for Attachment under this Paragraph 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 connection occurs. Notwithstanding the foregoing, this Paragraph 3.2.3 shall not apply to a property owner of a Lot exempt from Attachment under Paragraphs 4.3.4, 4.3.5, or 4.3.6.

### **3.3 Non-Voluntary Attachment.**

**3.3.1 Attachment of Subdivided Land No Longer Subject to Exemptions.** The City shall have the authority to non-voluntarily Attach a Developed Lot within the Urban Reserve Area, which was allowed to be Subdivided without Attachment to the City because of one of the exceptions in Paragraph 4.3.5, or 4.3.6, if that Developed Lot is subsequently sold or

transferred outside of the Immediate Family or Family Entity, or to a non-employee. “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 Lot is sold or transferred and an Immediate Family member, whether individually or as a member of a Family Entity, or a former employee retains a life estate on the Developed Lot and actually maintains the Developed Lot as his/her principal residence. Upon termination of the life estate or at the point in time at which the Developed Lot no longer serves as the principal residence of an Immediate Family member, member of a Family Entity, or farm employee the Developed Lot shall be subject to the automatic Attachment provision of this Paragraph 3.3. 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.

**3.3.2 Attachment of Islands.** The City shall have the authority to non-voluntarily Attach Town Islands, but shall not Attach Town Islands that are greater than 65 acres in size or have more than 100 residents. For the purposes of this Paragraph 3.3.2, “Town Island” shall mean an area of the Town located in the Urban Reserve Area, which is completely surrounded by land that has been Attached or annexed to, or is otherwise located within the boundaries of, the City.

#### **3.4 Notification to Town Prior to Attachment.**

**3.4.1 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 Plan. The written notification shall include the following:

- (a) For an Attachment permitted under Paragraph 3.2.1, a copy of any petition received under Paragraph 3.2.1 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 3.3.1, a statement that the proposed Attachment has been triggered by the sale of a Developed Lot outside of the Immediate Family under Paragraph 3.3.1 and a copy of the recorded real estate transfer document showing the sale or transfer of the Developed Lot outside the Immediate Family;
- (c) 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.

**3.4.2 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 (Paragraphs 3.2 through 3.7), 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 shall agree to meet to informally resolve such objection consistent with this Plan. In the event that the City and Town cannot informally resolve such objection, then the . The dispute resolution procedures set forth in Section 10 of this Plan shall apply. The City shall not adopt an Attachment Ordinance under Section 3.6 of this Plan until sixty (60) days after the Town Clerk receives the notification from the City Clerk of the City's intent to consider an Attachment ordinance, or until all written objections or disputes arising from such objections have been resolved, whichever occurs later.

**3.5 Notification to Property Owners Prior to Non-Voluntary Attachment.** The City shall give a property owner at least ninety (90) days' prior written notice before the City adopts an Attachment ordinance for a non-voluntary Attachment of 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 as of the date of the notice. Non-voluntary Attachments include island surrounded by property that has been Attached or annexed to the City, and property that was subdivided subject to an exemption under Paragraph 4.3.5 or 4.3.6, but no longer qualifies for exemption.

3.6 **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 3.4 and 3.5 have been met, and any disputes have been resolved, pursuant to Section 10 of this Plan.

3.7 **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 Wisconsin Department of Administration and the register of deeds, as required by Wis. Stat. §66.0307(10).

## **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, official mapping, and Land Divisions 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 Section 4. Notwithstanding the foregoing sentence, the City agrees that it shall not amend its Subdivision or Zoning ordinances in a manner that would conflict with or abrogate the terms of this Plan, except by mutual agreement of the City and the Town.

#### 4.2 **City Zoning for Urban Reserve Area.**

4.2.1 **Zoning of Urban Reserve Area.** Upon the Effective Date of this Plan, all property in the Urban Reserve Area shall be zoned as if it were located within the City of River Falls. Initially the entire Urban Reserve Area shall be zoned as “A Agricultural District” pursuant to Chapter 17.52 of the City of River Falls Municipal Code, as shown on Exhibit B-1, and shall remain in Zone A until the property is Attached, or re-zoned by the City, in response to a petition for re-zoning filed by the property owner. It is the intent of this Plan that the zoning regulations imposed upon the Urban Reserve Area be interpreted to allow normal agricultural uses in the A Agricultural District. Owners of Parcels and Lots in the Urban Reserve Area may petition the City for rezoning, pursuant to Paragraph 4.2.2, below.

4.2.2 **City Zoning Decisions.** The City shall have authority over all zoning decisions within the Urban Reserve Area, regardless of whether the territory is Attached to the City or still in the Town, however, the City agrees that it shall not rezone land located in the Urban Reserve Area unless requested by the landowners. 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. All zoning within the Urban Reserve Area shall comply with Title 17-ZONING, of the City of River Falls Municipal Code.

4.2.3 **Enforcement of Zoning and Land Use Ordinances.** After the Effective Date, the City Zoning and Land Use ordinances shall govern the Urban Reserve Area, and the City shall be responsible for the enforcement of those ordinances. The City shall amend Chapter 17.52 of the Municipal Code, as needed, to permit the construction of single-family detached dwellings within the A Agricultural Zone in the Urban Reserve Area as a permitted use, so that no special use permit shall be required, to decrease the minimum lot size from 40 acres to 35 acres, to permit accessory structures up to 50 feet in height for agricultural purposes, and allow accessory buildings to be located in front yards, provided

that they comply with applicable setback requirement. In addition, the City shall amend Section 17.08.070 of the Municipal Code to allow construction of fences in the A Agricultural District without permit.

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

**4.3.1 City Ordinances.** Except as expressly provided in this Plan, no tract of land in the Urban Reserve Area shall be Subdivided in violation of the City's Subdivision ordinances. All land use and Subdivision decisions pertaining to land in the Urban Reserve Area shall be acted upon in accord with applicable City ordinances.

**4.3.2 Divisions into Smaller Parcels.** Notwithstanding Paragraph 4.3.1, owners of property in the Urban Reserve Area shall be allowed to Divide Parcels in the Urban Reserve Area into smaller Parcels (at least 35 acres in size). Dividing land to create additional Parcel(s) shall not be required to meet the standards of city land division ordinances or city standards regarding driveways. The proposed Division and any new building sites created by the Division shall be subject to City review to make sure they do not conflict with any City street plan.

**4.3.3 Subdivision and Attachment of Land in Urban Reserve Area.** A Parcel or Lot in the Urban Reserve Area may be Subdivided to create new Lots or building sites only in strict compliance with the City's Subdivision Ordinances, or pursuant to Paragraph 4.3.4, 4.3.5 or 4.3.6, below. The City shall require that any property owner seeking to Subdivide land within the Urban Reserve Area apply for Attachment to City, except that the City shall not require a new Lot or Parcel so created to Attach to the City if the Lot is created pursuant to Paragraph 4.3.4, or under one of the exceptions set forth in Paragraphs 4.3.5 or 4.3.6 applies. The City may, however, require as a condition of Land Division under Paragraphs 4.3.5 or 4.3.6, that a deed restriction be recorded with the register of deeds on the Lot exempt from Attachment to provide notification that if the Lot is sold or transferred outside of the Immediate Family or Family Entity, (Paragraph 4.3.5) or to a non-farm

employee (Paragraph 4.3.6), the Lot must be Attached to the City. For all Subdivisions not subject to Paragraphs 4.3.4, 4.3.5 or 4.3.6, a property owner's request for Attachment to the City in order to Subdivide land within the Urban Reserve Area shall be made in conjunction with a request for voluntary Attachment under Paragraph 3.2.1.

**4.3.4 Separation of Existing Residential Dwellings from Parcels or Lots.** A Parcel or Lot in the Urban Reserve Area which is occupied by an existing residential structure may be Divided or Subdivided to separate the existing residential dwelling from the remainder of the property without Attachment as provided below:

- (a) The Parcel or Lot must be occupied by an existing residential dwelling, on the Effective Date.
- (b) The result of such Division or Subdivision shall be to create a Lot upon which is located the existing residential dwelling and a remaining Parcel or Lot.
- (c) A remaining Parcel may be further Divided, pursuant to Paragraph 4.3.2.
- (d) No further Subdivision of a remaining Lot (less than 35 acres in size), shall be permitted under this Paragraph during the term of this Plan. Any further Subdivision shall be in full compliance with City zoning, land use, and Subdivision Ordinances, and the terms of this Plan.
- (e) In accordance with Subparagraph (f)(3) below, no building permit or other permission shall be granted by the City or by the Town to the landowner or his or her successor or successors in interest to erect or build a principal structure on a remaining Lot until such time as the subject property is re-zoned by the City, in full compliance with all City Ordinances, and the terms of this Plan.

(f) All Divisions or Subdivisions of Parcels or Lots for the purpose of separating an existing residential dwelling under this Paragraph shall be subject to the following standards:

- (1) The new Lot containing the existing residential dwelling shall be no less than two acres in size, nor more than five acres in size.
- (2) The new Lot containing the existing residential dwelling shall be configured in such a manner as to promote, rather than to hinder, open space use of the remaining Parcel or Lot.
- (3) Upon Subdivision pursuant to this Paragraph, the landowner shall record a restrictive covenant against the title to the remaining Lot, which covenant shall prohibit any further Subdivision of the remaining Lot, and shall prohibit the erection or building thereupon of any type of principal structure, until such time as the property is re-zoned by the City, in full compliance with all City Ordinances. The City Attorney, for purposes of compliance with this section, shall approve each such restrictive covenant.

**4.3.5 Subdivision by Property Owner for Immediate Family.** The Attachment requirement of Paragraph 4.3.3 shall not apply to the Subdivision of a tract of land to create a Lot or Lots not less than two acres in size for use by, or to be conveyed to a member of the property owner's Immediate Family or a Family Entity. If any Lot Subdivided 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 of this Plan. "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 Lot 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 Lot and actually maintains the Developed Lot as his/her

principal residence. Upon termination of the life estate or at the point in time at which the Developed Lot no longer serves as the principal residence of an Immediate Family member or a member of a Family Entity, the Developed Lot shall be subject to the automatic Attachment provision of this Paragraph 4.3.5. If an owner of a Lot that is exempt from Attachment under this Paragraph 4.3.5 chooses to connect to City water and/or sewer that Lot must Attach to the City at the time the connection occurs.

**4.3.6 Subdivision by Agricultural Landowner for Use by Employee.** The Attachment requirement of Paragraph 4.3.3 shall not apply to the Subdivision of a tract of agricultural land by the owner, who also resides upon said land to create a Lot not less than two acres in size, for the purpose of accommodating the construction and use of a principal structure for residential use by a person who is employed on the farm maintained on the remainder of the parcel so Subdivided, and who earns a substantial part of his or her livelihood from work on the farm. However, if any such Lot Subdivided for an agricultural property owners' employee is subsequently sold or transferred to a non-employee, that Lot shall be Attached to the City in accordance with Paragraph 3.4 of this Plan.

**4.3.7 Division or Subdivision by CSM.** All Divisions or Subdivisions of land in the Urban Reserve Area allowed under Paragraphs 4.3.4, 4.3.5 and 4.3.6 of this Plan, may be accomplished by filing a Certified Survey Map with the City plan director pursuant to Section 16.04.040 of the River Falls Code, as if these Divisions or Subdivisions were "minor subdivisions." No formal plat approval process shall be required under Section 16.08.

#### **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 Paragraph 4.2.1, City Land Division and subdivision ordinances applicable under Paragraph 4.3.1, or to any applicable terms of this

Plan, 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 Wis. Stat. §62.23(6); 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.

**4.4.2 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 Plan.

**4.4.3 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 Paragraph 4.2.1, City Land Division and Subdivision ordinances applicable under Paragraph 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 Plan. If the Town does not receive written notice from the City within ten days of the City's receipt of the application, it shall be deemed that the City does not have any objections.

**4.4.4 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.

## **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.** As provided in Paragraph 1.2.3, during the term of this Plan, 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 except for Extra-UBL Annexations as provided for therein. In addition, pursuant to Section 1.5 this Plan, upon the expiration of this Plan, the City shall enter into good faith negotiations with the Town regarding new boundaries, if any.

## **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 Plan with the Town. The City's obligation to share tax revenues shall be applicable to each Parcel or Lot Attached to the City under this Plan, and shall extend for five (5) years following the Parcel's or Lot's Attachment to the City. The annual dollar amount of revenue sharing attributable to an Attached Parcel or Lot 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 Plan.

## **SECTION 7**

### **SANITARY SEWER AND WATER SERVICES**

7.1 **General.** The City owns and operates both a sanitary sewer and public water supply system. Nothing in this Plan shall be construed to require that the City provide sewer or water service to properties outside of its corporate limits. Nor shall service extensions to Attached but isolated properties in the Urban Reserve Area, surrounded by land remaining in the Town be construed as agreement on the City's part to undertake serving the public in those areas of the Town surrounding the Attached properties to which service is extended. For planning purposes, the City and Town shall jointly submit to the DNR a sewer service area plan update, pursuant to Paragraph 7.5 of this Plan.

7.2 **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 (30) days from its receipt of the notice to make a recommendation to the City regarding the proposed development.

**7.3 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 Plan, City water and sewer service will be extended throughout the Urban Reserve Area over time.

**7.3.2 Right-of-Way Approvals 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 or Lots in the Urban Reserve Area. The City and/or the Contract Installer shall meet with Town officials and secure the approval of 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 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 (30) 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 sixty (60) days' written notice prior to any installation or repairs of the utility mains. As to repairs to existing mains, this sixty-day notice provision shall not apply, when in the discretion of the City, an emergency situation exists, which if not immediately addressed, would endanger the public health, safety or welfare. In such cases the City may undertake immediate repair and shall notify the Town of the emergency condition as soon as practicable. The Town approvals 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 a condition at least as good as that which existed 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 Approvals 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 (30) 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. Any disputes arising under this Paragraph shall be resolved in accordance with Section 10 of this Plan.

#### **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 comply with all state and local legal 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 duly-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 Wis. Stat. §66.0707(1). The Town shall adopt such resolution within thirty (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 Deferred Collection of Special Assessments.** The City shall defer, without interest, collection of any special assessments levied on benefited properties in the Urban Reserve Area of the Town, until such time as the benefited properties Attach to the City and connect to the City mains or extensions. Once the special assessment becomes due and payable, the City agrees to allow payment of the special assessment in at least five (5) annual installments, unless the property is sold, at which time the balance of the special assessment shall be paid in full. The rights and obligations conferred by this Paragraph 7.4.2 shall survive termination of this Plan.

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 New Urban Boundary Line established in this Plan. The Sewer Service Area Boundary Line in the Town will move to the location of the New Urban Boundary Line established by this Plan on the Plan's Effective Date or as soon thereafter as possible (Exhibit B-1).

7.6 **Applicability to Extra-UBL 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 annex to the City via an Extra-UBL Annexation, pursuant to Paragraph 1.2.3 of this Plan.

## **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 located within each entity's boundaries. 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. Any disputes arising under this Paragraph shall be resolved in accordance with Section 10 of this Plan.

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 Paragraphs 8.2.1 to 8.2.4 shall apply.

8.2.1 **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.

8.2.2 **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.

**8.2.3 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. Any disputes arising under this Paragraph shall be resolved in accordance with Section 10 of this Plan.

**8.2.4 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, and any disputes arising under this Paragraph shall be resolved in accordance with Section 10 of this Plan.

**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.**

**8.4.1 Assessment Procedures.** The City may levy and collect special assessments for special benefits conferred upon property in the Urban Reserve Area benefited by road or highway construction. 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. 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.

**8.4.2 Deferred Collection of Special Assessments.** The City shall defer, without interest, collection of special assessments levied on benefited properties in the Urban Reserve Area of the Town, until such time as the benefited properties Attach to the City and access the road. Once the special assessment becomes due and payable, the City agrees to allow payment of the special assessments in at least five (5) annual installments, unless the property is sold, at which time the balance of the special assessment shall be paid in full. The rights and obligations conferred by this Paragraph 8.4.2 shall survive termination of this Plan.

**8.4.3 Roads Serving Extra-UBL Annexation Properties.** All of the provisions of this Section 8 shall also apply as appropriate to roads on, bordering, or accessing properties which Attach are annexed to the City as via an Extra-UBL Annexation pursuant to Paragraph 1.2.3 of this Plan.

**8.5 Road Right-of-Way outside of Urban Reserve Area.** The Town shall work with the City to designate, and facilitate acquisition by the City of future Rights-of-Way,

including, but not limited to, a road right-of-way to provide a vehicular and pedestrian connection between East Quarry Road and the Town road located north of the Urban Reserve Area. The Town shall not unreasonably object to, or attempt to prevent the acquisition of such Right-of-Way by the City, if the City has entered into an agreement with the landowner(s) to acquire the necessary Right-of-Way.

## **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 Plan 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 D. The parties agree that the mutual fire service agreement may be amended without requiring an amendment to this Plan. 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 Plan, 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 Plan.

## **SECTION 10**

### **ENFORCEMENT/DISPUTE RESOLUTION**

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

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

10.2 **Notice of Breach/Dispute.** If a party to this Plan believes that the other party is in breach of this Plan, 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 Plan.

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 Wis. Stat. §66.0307(11).

## **SECTION 11**

### **MISCELLANEOUS TERMS AND CONDITIONS**

11.1 **No Third Party Beneficiary.** This Plan is intended to be solely between the City and

the Town. Nothing in this Plan shall be interpreted as giving to any person or entity not party to this Plan any legal or equitable rights whatsoever.

11.2 **Administration.** The contact person(s) for this Plan 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 Plan must be notified in writing of the appointment.

11.3 **Amendment.** The procedure for amendment of this Plan is found in Wis. Stat. §66.0307(8).

11.4 **Good Faith and Fair Dealing.** The parties acknowledge that this Plan imposes on them a duty of good faith and fair dealing.

11.5 **Severability.** The provisions of this Plan, and the individual parts of each such provision, shall be severable. In the event that any provision of this Plan, or any part thereof, is held by a court of competent jurisdiction to be invalid or ineffective, the balance of this Plan shall survive. In such event, the parties shall promptly meet to discuss how they might satisfy the intent of this Plan 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 Plan 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 Plan 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 Plan. If necessary, the parties shall negotiate appropriate amendments of this Plan to maintain, as closely as possible, the original terms of this Plan. 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 Plan 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 Plan.

11.9 **References.** Any references in this Plan 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 Plan are provided for convenience only and shall not be used in interpreting this Plan.

11.11 **Interpretation.** This Plan shall be interpreted as though jointly drafted by the parties.

11.12 **Notices.** All notices required by or relating to this Plan shall be in writing. Each notice shall specifically refer to this Plan 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 Plan, 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) of Wisconsin Statutes 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 attached hereto as Exhibit E.

12.2 **Affidavit of Mailing Notice.** Subsection 66.0307(4)(a), 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 shall be attached hereto as Exhibit F.

12.3 **Affidavit of Publication of Public Hearing Notice.** Subsection 66.0307(4)(b),

requires that the participating municipalities 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 shall be attached hereto as Exhibit G. The City and the Town held a joint public hearing on the Plan, on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

12.4 **Record of Public Participation and Comment.** Subsections 66.0307(4)(c) and (d) 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 shall be attached hereto as Exhibit H. A list of the changes made in response to public comments shall be attached hereto as Exhibit I.

12.5 **Record of Comments from County or Regional Planning Commission.** Subsections 66.0307(4)(c) and (d) 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 shall be attached hereto as Exhibit J. A list of the changes made in response to the comments is found at Exhibit K.

12.6 **Resolutions Indicating Adoption and Authorizing Transmittal of the Cooperative Plan to the State.** Subsection 66.0307(4)(d) 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 Plan, and authorizing transmittal of the Plan to the Wisconsin Department of Administration for review shall be attached hereto as Exhibit L. Each resolution is dated and signed by the chief elected official and attested by the clerk from each participating municipality.

12.7 **Consistency with Comprehensive Plans.** This Plan 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 Plan 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 Plan 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 was adopted on December 2, 2008. In the Town's Comprehensive Plan, the Town anticipated the Town and City would enter into a Cooperative Boundary Plan, and therefore the Town's Comprehensive Plan was prepared to be consistent with a Cooperative Boundary Agreement. The Intergovernmental Cooperation Section of the Town's Comprehensive 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's Comprehensive

Plan recognizes the area identified as the Urban Reserve Area (Extraterritorial Zoning District) in this Plan 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 Plan. 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**

## EXHIBIT A

### CITY OF RIVER FALLS OFFICIAL BOUNDARIES

#### Exhibit A: City Official Boundaries

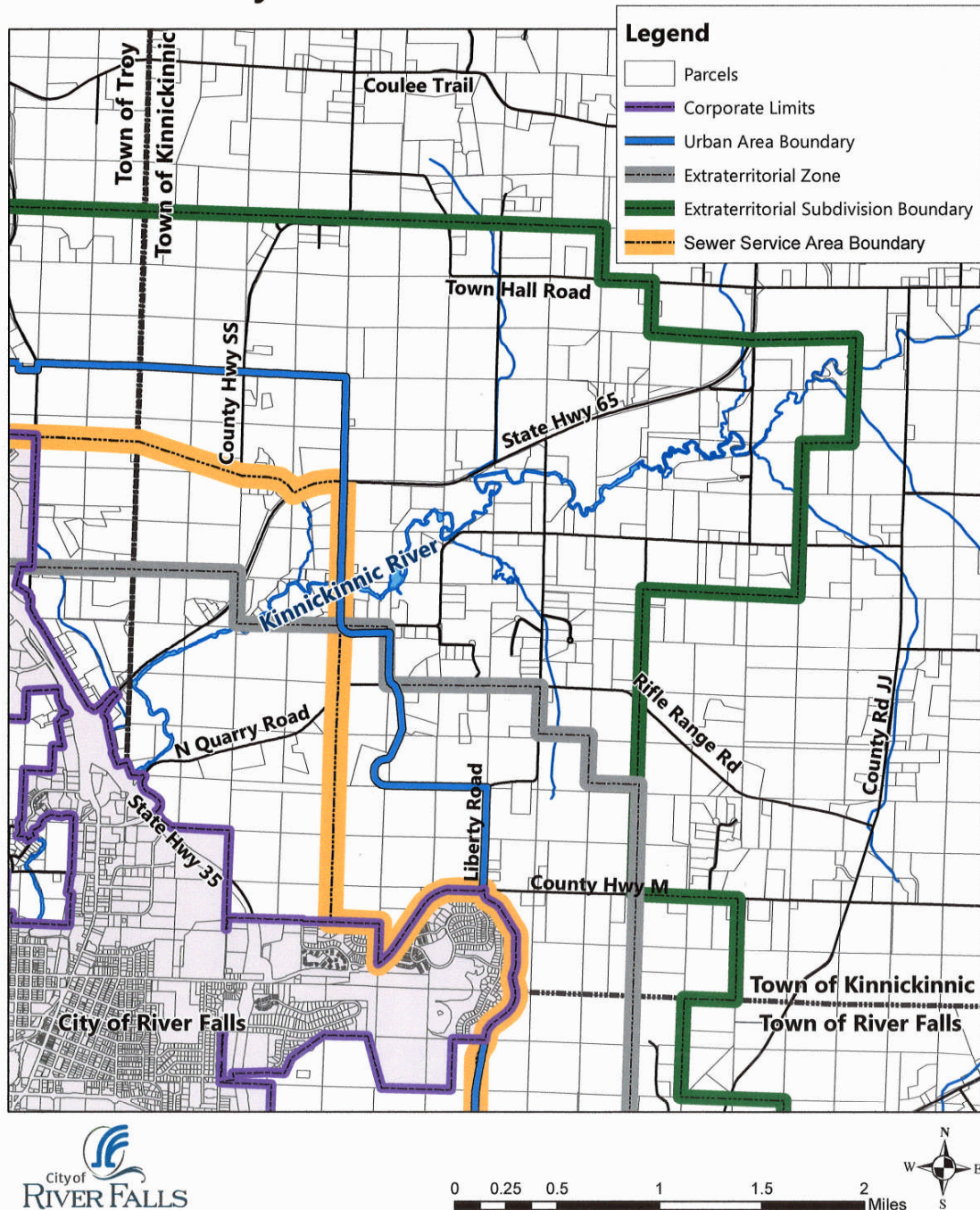


EXHIBIT B

Exhibit B: Cooperative Urban Boundary Line  
and Urban Reserve Area

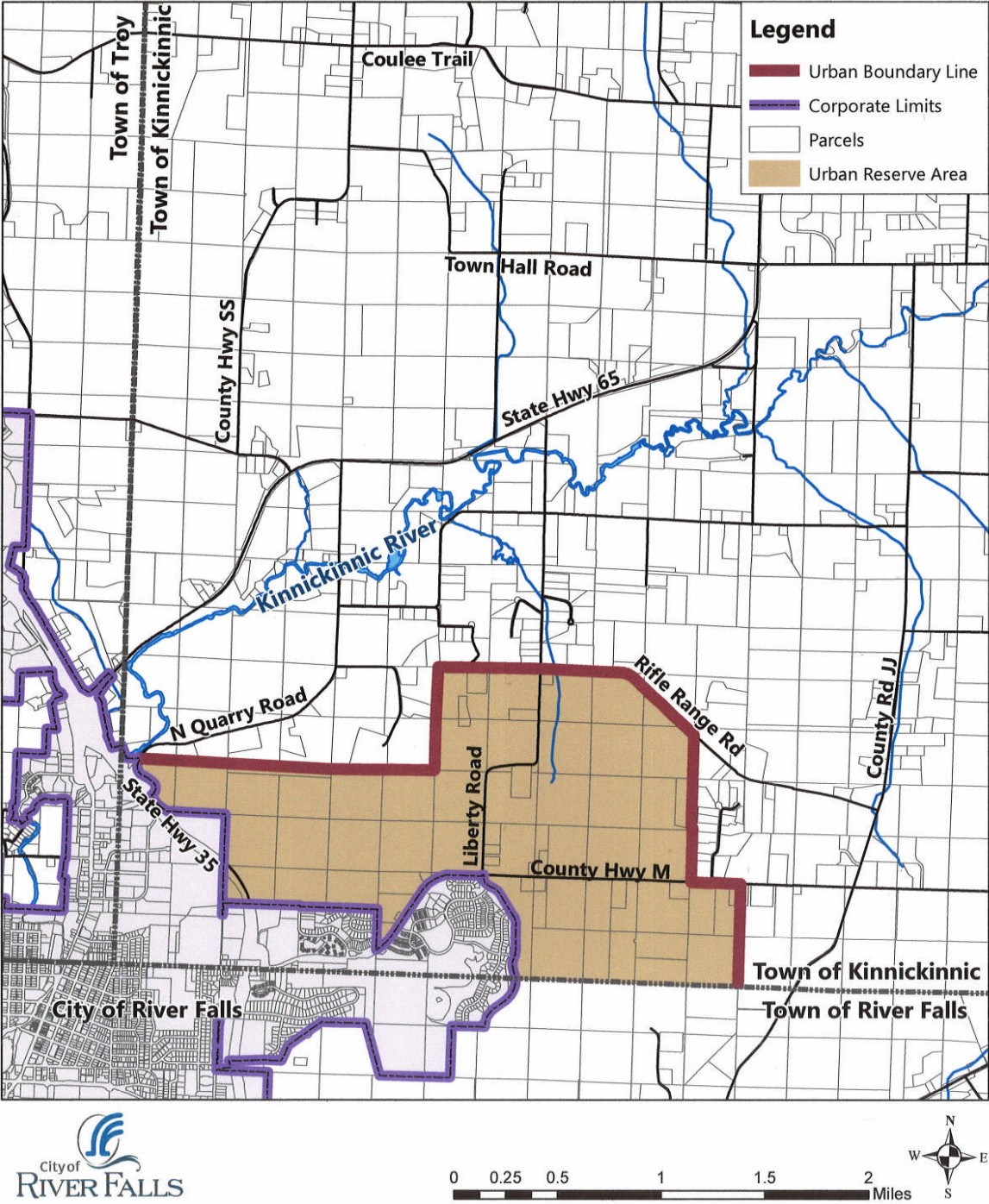
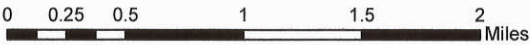
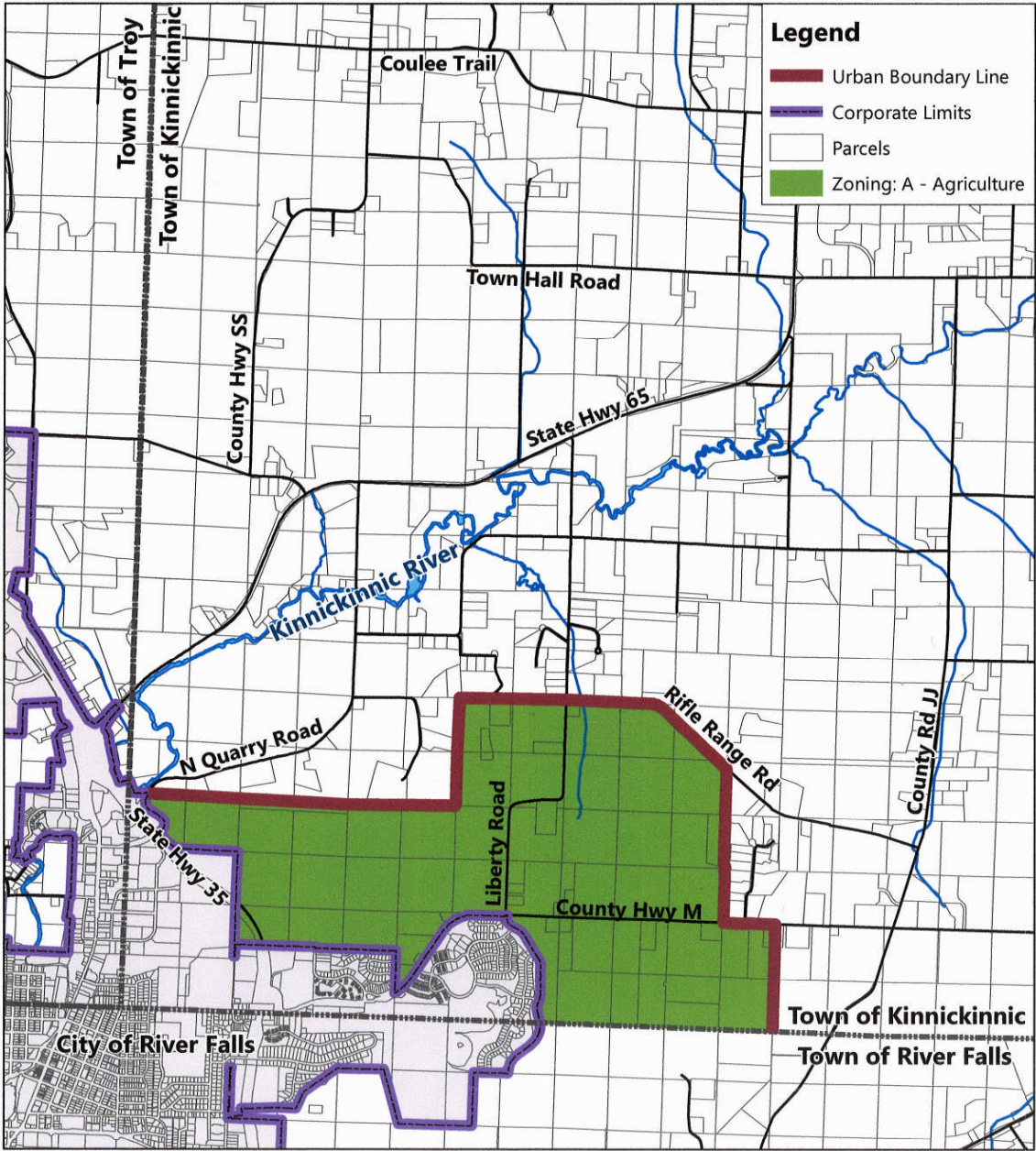


Exhibit B-1

Exhibit B-1: A - Agriculture Zone for Urban Reserve Area



**EXHIBIT C**

**RESOLUTION 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 Town of Kinnickinnic, Troy, 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 New 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 New 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 \_\_\_\_\_, 2017.

**CITY OF RIVER FALLS**

**TOWN OF KINNICKINNIC**

\_\_\_\_\_  
**Dan Toland, Mayor**

\_\_\_\_\_  
**Jerry Olson, Town Chairman**

**ATTEST:**

\_\_\_\_\_  
**Amy White, City Clerk**

**EXHIBIT D**  
**MUTUAL FIRE SERVICE AGREEMENT**

See attached



RESOLUTION NO. 6134

RESOLUTION APPROVING THE FIRE SERVICE AGREEMENT BETWEEN THE CITY OF  
RIVER FALLS AND THE RURAL FIRE ASSOCIATION 2018-2022

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


**WHEREAS**, an agreement has been reached with the Rural Fire Association 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.
- The contract begins January 1, 2018.
- 5-year term, two year automatic renewals after 2022 unless terminated by either party by April 1<sup>st</sup> of the last year of the contract.

**NOW, THEREFORE, BE IT RESOLVED** that the Common Council of the City of River Falls hereby authorizes the City Administrator to negotiate and sign the final agreement with the River Falls Rural Fire Association on behalf of the City.

Dated this 28th day of March, 2017.

  
Dan Toland, Mayor

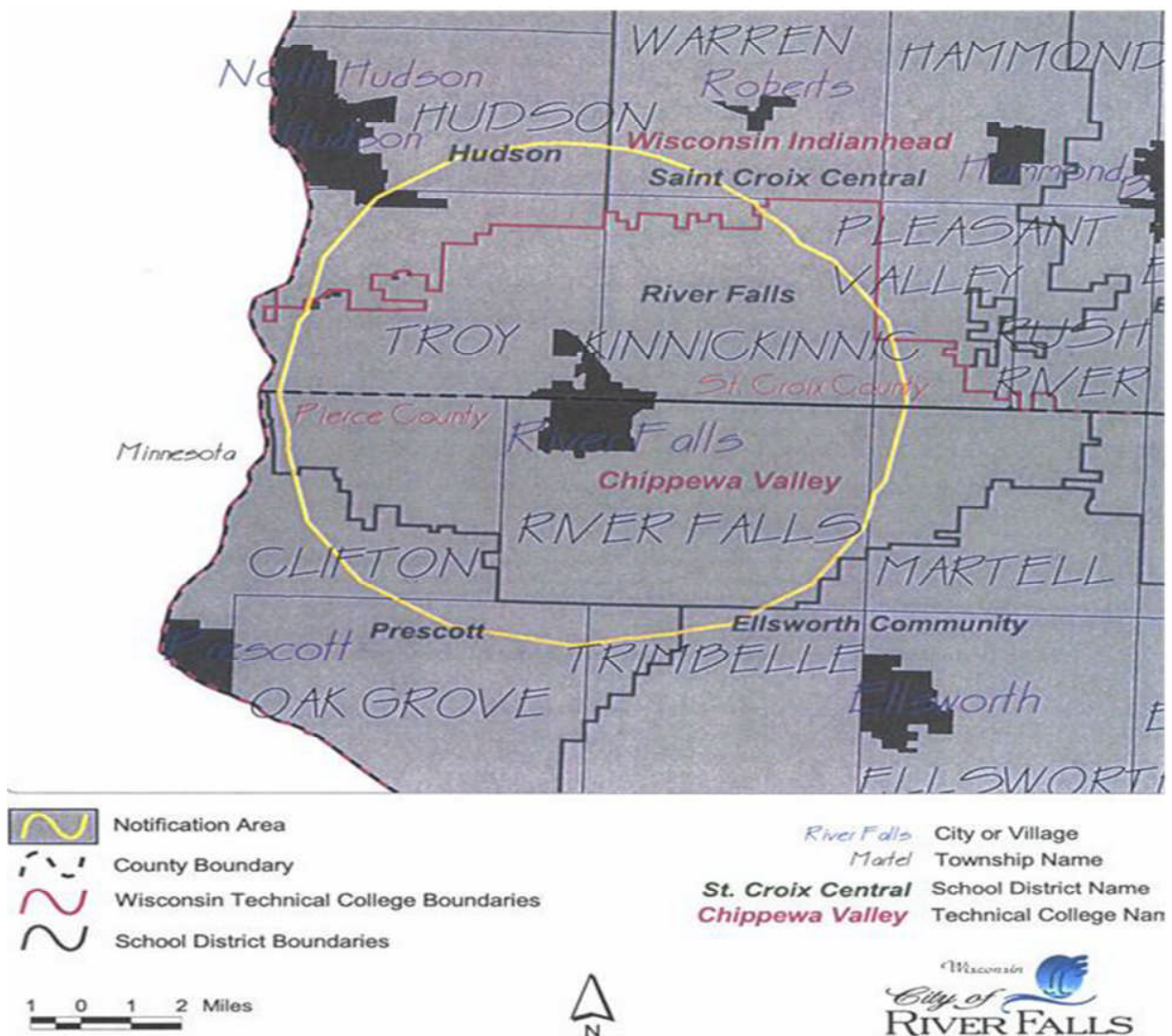
ATTEST:

  
Amy White, City Clerk

## EXHIBIT E

[Is this Exhibit E, Mutual Aid for Service between City and Town – DOA]

### Cooperative Boundary Agreement Notification Areas



## ***TOWN OF KINNICKINNIC***

### ***MEMORANDUM***

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**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

**EXHIBIT F**  
**AFFIDAVIT OF MAILING**

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

Carol A. Heapman, 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  
776 160<sup>th</sup> 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. Looch  
Chairperson Town of Rush River  
583 183<sup>rd</sup> St.  
Hammond, WI 54015

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

Chairperson Town of  
Warren  
667 100<sup>th</sup> St.  
Roberts, WI 54023

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 Street  
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

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

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

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

Great Lakes and Watershed  
Planning Section  
Wisconsin Department of  
Natural Resources  
P.O. Box 7921  
Madison, WI 53707-7921

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

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

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

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

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

Mr. Joseph Hurtgen  
Chairperson Town of  
Baldwin  
2522 110th Ave.  
Woodville, WI 54028

**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 13<sup>th</sup> day of March, 2001.

  
Katie Chaffee, Chairman

ATTEST:

 1

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

March 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  
716 160<sup>th</sup> St  
Hammond, WI 54015

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

Carole Hoopman,  
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

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Clerk Town of Rush River  
1815 County Rd N  
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Chairperson Town of  
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Chairperson Town of  
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W10604 County Rd FF  
River Falls, WI 54022

Starla Deiss  
Clerk Town of Clifton  
W10765 Hwy 29  
River Falls, WI 54022

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

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

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

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

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

Hudson School District  
1401 Vine St.  
Hudson, WI 54016

St. Croix Central School  
District  
1295 Vine  
Hammond, WI 54015

Chippewa Valley Technical  
College 500 S. Wasson Lane  
River Falls, WI 54022

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

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

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

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

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

Mr. Charles R. Ledin, Chief  
Great Lakes and Watershed  
Planning Section  
Wisconsin Department of  
Natural Resources  
P.O. Box 7921  
Madison, WI 53707-7921

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

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

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

Baldwin-Woodville School  
District 550 Hwy 12  
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Clerk Town of Baldwin  
2309 Co. Rd. E  
Baldwin, WI 54002

Mr. Joseph Hurtgen  
Chairperson Town of  
Baldwin  
2522 110th Ave.  
Woodville, WI 5402

## **Exhibit G**

[Add copy of Class 3 notice for the joint public hearing and Affidavit of Publication]

## **Exhibit H**

[Add summary of the public comments received prior to, at, and following the joint public hearing.]

### **Exhibit I**

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

## **Exhibit J**

[Add a copy of the comments received from the county zoning agency or regional planning commission.]

### **Exhibit K**

[Add a list of changes made in response to the comments received from the county zoning agency or regional planning commission.]

## **Exhibit L**

[Add copies of the City's and Town's resolutions indicating adoption of the Agreement, and authorizing transmittal of the Agreement to the Wisconsin Department of Administration for review.]