

FINAL DRAFT - December 20, 2018

# *Cooperative Plan between the*



*and the*



\_\_\_\_\_, 2019

## **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; and Buddy Lucero, Community Development Director

### **Staff**

Scot Simpson, City Administrator; Buddy Lucero, Community Development Director; Kevin Westhuis, Utilities Manager; Mike Stifter, Public Works Operations Director; 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 of River Falls - Existing Boundaries	Par.1.2.1
<b>B.</b> New Urban Boundary Line and Urban Reserve Area	Par. 1.2.2, 1.2.3 & 2.12
<b>C.</b> Proposed Zoning for the Urban Reserve Area.	Par. 4.2.1
<b>D.</b> Proposed amendments to City Zoning Ordinances, pursuant to the terms of the Cooperative Plan.	Par. 4.2.3
<b>E.</b> Draft Resolution to amend Sewer Service Boundary	Par. 7.1 & 7.5
<b>F.</b> Fire Service Agreement between the City and Towns.	Par. 9.2
<b>G.</b> Initial Authorizing Resolutions for the preparation of a Cooperative Plan, and Affidavits of Mailing of Resolutions.	Par. 12.2
<b>H.</b> Affidavit of Publication of Class 3 Notice of Joint Public Hearing.	Par. 12.3
<b>I.</b> Comments received prior to, at, and following the Joint Public Hearing, including comments received from the County Zoning Agency and Regional Planning Commission.	Par. 12.4 & 12.5
<b>J.</b> Description of changes made in response to public comments received prior to, at, and following the Joint Public Hearing.	Par. 12.4
<b>K.</b> City and Town Resolutions adopting the final Cooperative Plan, and approving submittal of the Plan to DOA.	Par. 12.6



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

\_\_\_\_\_, 2019

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, all property in the Urban Reserve Area will be zoned either Agricultural District (A) or Heavy Industrial (I-2), 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 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.

#### **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 majority of Urban Reserve Area shall be zoned as “A Agricultural District” pursuant to Chapter 17.52 of the City of River Falls Municipal Code, except for Parcel numbers 022-1090-50-000 and 022-1090-60-000, which shall be zoned I-2 Heavy Industrial, pursuant to 17.48 of the Code, as shown on Exhibit C. All property shall remain in those zones 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 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. St. Croix County's Shoreland, Floodplain, and Land Division ordinances will continue to be applied throughout the Town, including in the Urban Reserve Area, until such time as properties are annexed or attached to the City. In addition, the County's non-metallic mining reclamation standards will continue to be applied until such time as the City amends its zoning ordinance to include reclamation standards approved by the Wisconsin Department of Agriculture, Trade and Consumer Protection. 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. Proposed amendments to the City's Zoning Ordinances to implement the above changes are attached to the Plan as Exhibit D.

#### 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 or the terms of this Plan. 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 the 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. A draft Joint Resolution to Amend the Sewer Service Boundary is attached as Exhibit E.

#### 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 that the Wisconsin Department of Natural Resources 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 (see Exhibit E).

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 agreement between the Town and the City. A copy of the latest fire service agreement between the City and surrounding towns is attached as Exhibit F. 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 shall be 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.

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. Copies of the City's and Town's initial authorizing resolutions, and the affidavits attesting to the mailing of copies of the authorizing resolutions to the above parties, are attached hereto as Exhibit G.

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 the affidavit of publication evidencing that a Class 3 notice for the joint public hearing was published is attached hereto as Exhibit H. The City and the Town held a joint public hearing on the Plan, on the 30<sup>th</sup> day of October, 2019.

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. All public comments received are attached hereto as Exhibit I. A description of the changes made in response to public comments is attached hereto as Exhibit J.

**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. Copies of the comments received from the county zoning agency and regional planning commission are included in Exhibit I. No changes were made to the Plan in response to these comments.

**12.6 Resolutions Adopting and Authorizing Transmittal of the Cooperative Plan to the State.** Subsection 66.0307(4)(d) requires each participating municipality to pass a resolution adopting the final version of the plan. Copies of the City's and Town's resolutions adopting the Plan, and authorizing transmittal of the Plan to the Wisconsin Department of Administration for review are attached hereto as Exhibit K. Each resolution is dated and signed by the chief elected official and attested by the clerk for 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.

{signature page follows}

Dated this day of \_\_\_\_\_, 20\_\_\_\_.

**CITY OF RIVER FALLS**

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

\_\_\_\_\_  
**Scot Simpson, City Administrator**

**ATTEST:**

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

**TOWN OF KINNICKINNIC**

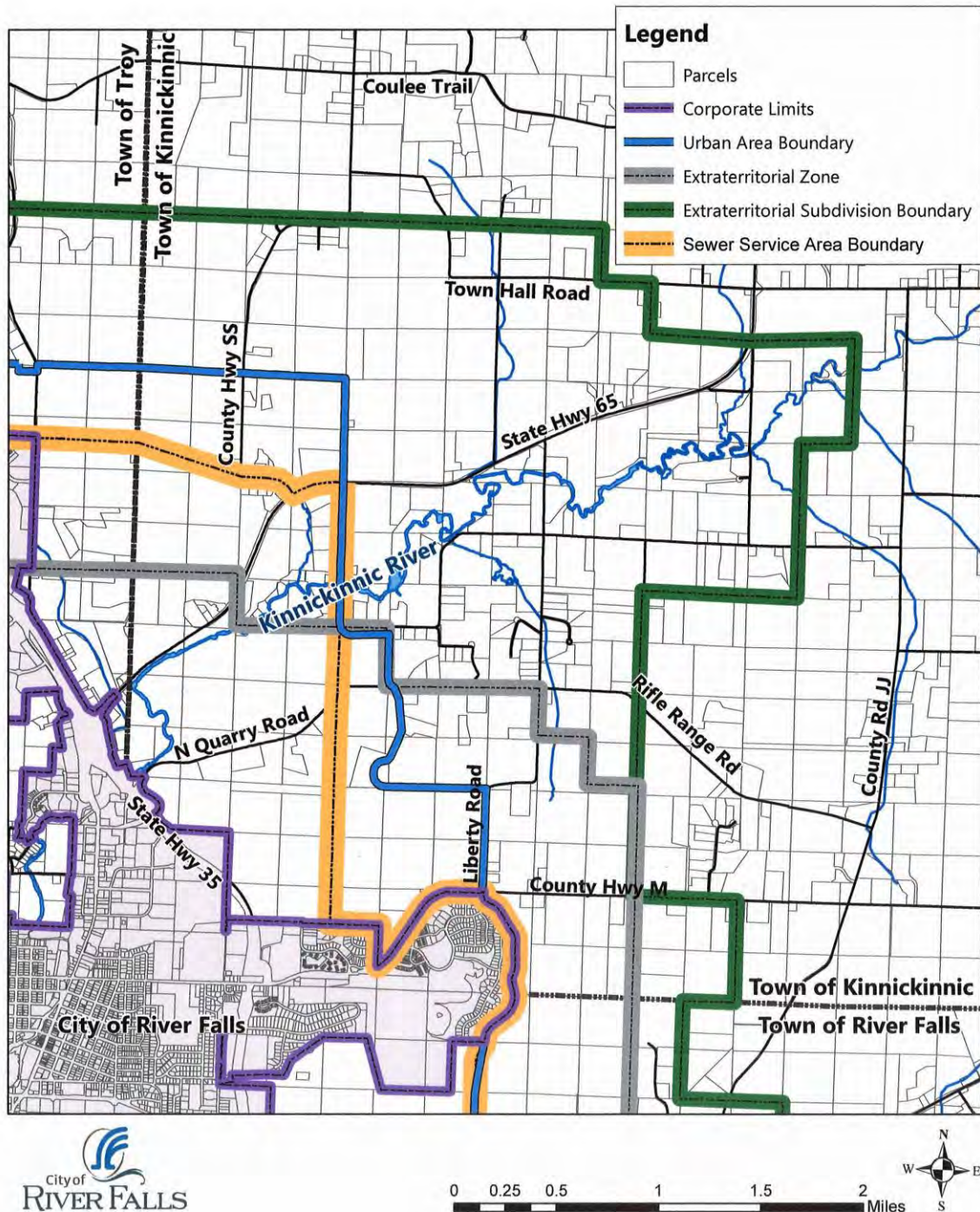
\_\_\_\_\_  
**Jerry Olson, Town Chairman**

**ATTEST:**

\_\_\_\_\_  
**Nicky Thompson, Town Clerk**

## EXHIBIT A

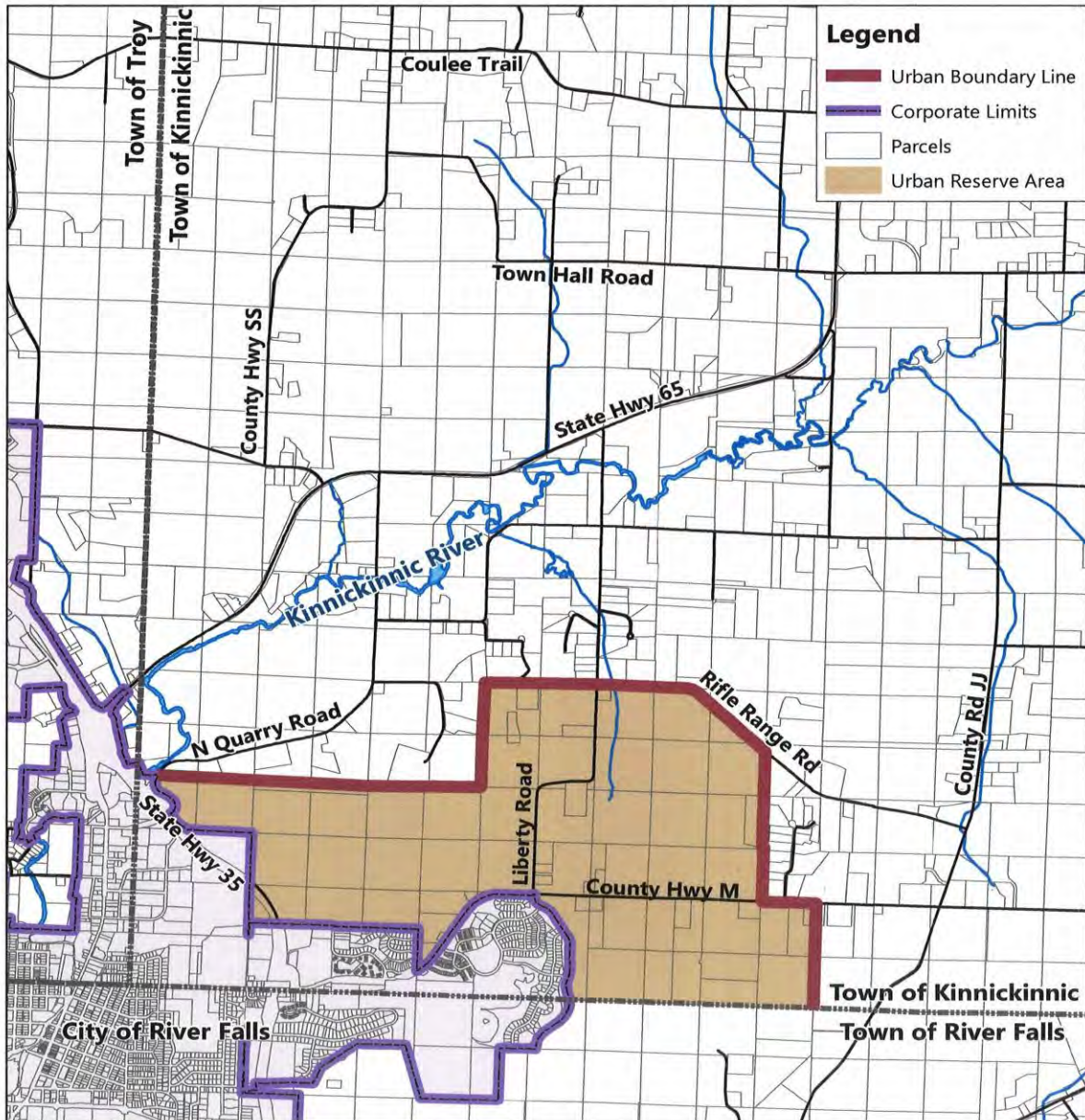
### CITY OF RIVER FALLS EXISTING BOUNDARIES





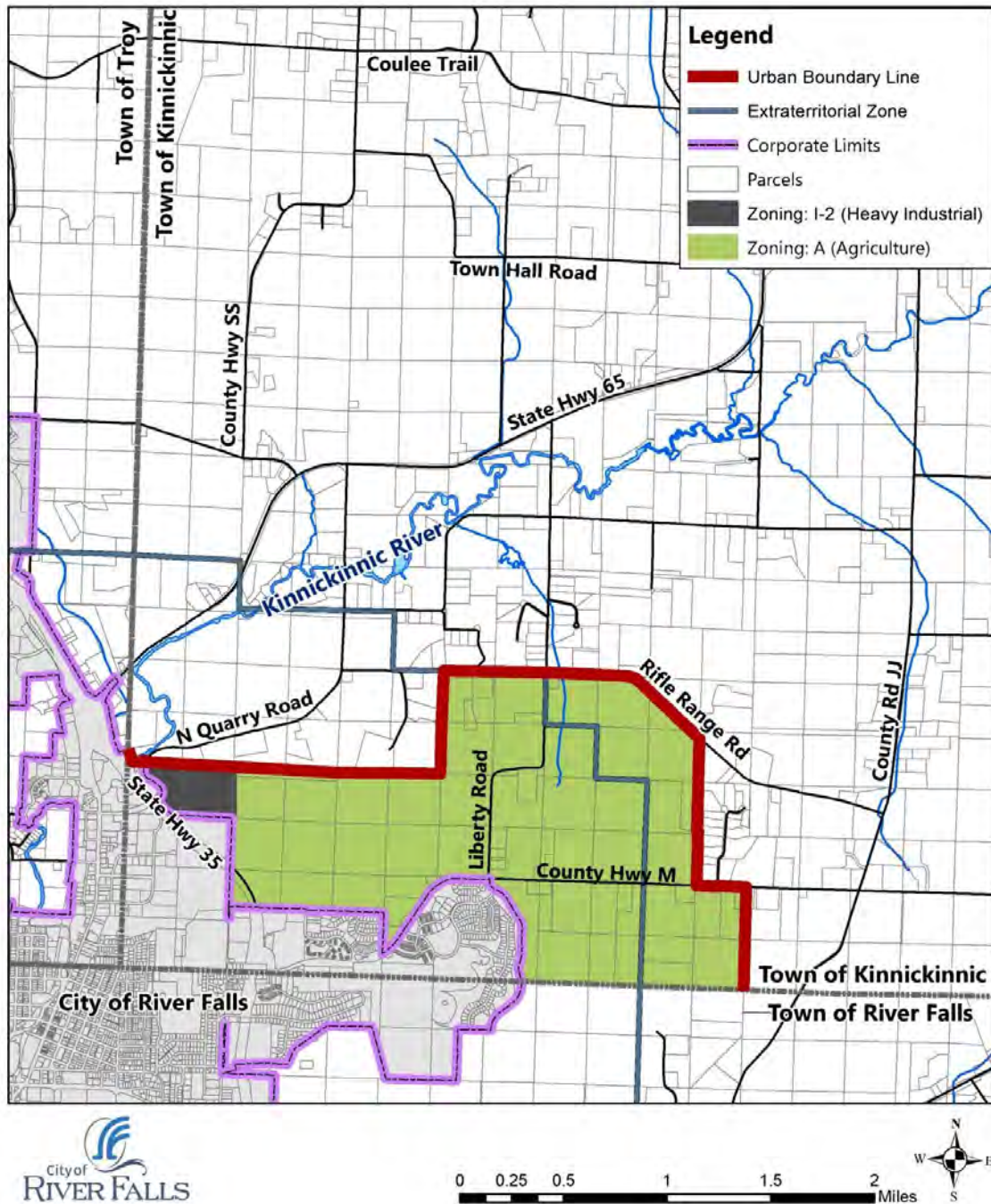
## EXHIBIT B

### NEW URBAN BOUNDARY LINE AND URBAN RESERVE AREA



## Exhibit C

### PROPOSED ZONING FOR THE URBAN RESERVE AREA



**EXHIBIT D**

**PROPOSED AMENDMENTS TO CITY ZONING ORDINANCES**

See attached



ORDINANCE NO. 2019-\_\_\_\_\_

AN ORDINANCE AMENDING TITLES 16 AND 17 OF THE MUNICIPAL CODE,  
PURSUANT TO THE TERMS OF THE COOPERATIVE BOUNDARY PLAN  
BETWEEN THE CITY OF RIVER FALLS AND THE TOWN OF KINNICKINNIC.

THE COMMON COUNCIL OF THE CITY OF RIVER FALLS DO ORDAIN:

**Section 1.** Section 16.04.020 of the City of River Falls Municipal Code shall hereby be amended to add the following definition:

“Urban Reserve Area” means the area of the of the Town of Kinnickinnic defined in Section 2.13, of the Cooperative Boundary Plan between the City of River Falls and the Town of Kinnickinnic, dated \_\_\_\_\_, 2019, and Exhibit B thereto.

**Section 2.** The definitions of the terms “Extraterritorial plat approval jurisdiction,” “Extraterritorial subdivision jurisdiction,” and “Subdivision” in Section 16.04.020 of the City of River Falls Municipal Code shall hereby be amended as follows:

“Extraterritorial plat approval jurisdiction” means the unincorporated area within one and a half miles of the incorporated city limits of the city, except for the area located within the Town of Kinnickinnic.

“Extraterritorial subdivision jurisdiction” means the unincorporated area within three miles of the incorporated city limits of the city, except for the area located within the Town of Kinnickinnic.

“Subdivision” for the purpose of these regulations, means the division of land within the city limits, or within the Urban Reserve Area of the Town of Kinnickinnic, into such number of lots or parcels as are controlled by this chapter and Chapter 16.08, below. Subdivisions within the Urban Reserve Area shall also be subject to any applicable exceptions set forth in Sections 4.3.4, 4.3.5, and 4.3.6 of the Cooperative Boundary Plan. Within the extraterritorial subdivision jurisdiction it shall be the division of land into such number of lots or parcels and of such minimum sizes as are expressed in Chapter 16.10, below.

**Section 3.** Section 17.04.020 of the City of River Falls Municipal Code shall hereby be amended to add the following definition:

“Urban Reserve Area” means the area of the of the Town of Kinnickinnic defined in Section 2.13, of the Cooperative Boundary Plan between the City of River Falls and the Town of Kinnickinnic, dated \_\_\_\_\_, 2019, and Exhibit B thereto.



**Section 4.** Section 17.08.010 C.5.b. of the City of River Falls Municipal Code shall hereby be amended as follows:

- b. Except in the A district, ~~N~~no detached accessory building or structure shall exceed the height of the principal building structure. In the A district, detached accessory buildings may exceed the height of the principal building structure, but may not exceed 50 feet in height.

**Section 5.** Section 17.08.010 C.5.c. of the City of River Falls Municipal Code shall hereby be amended as follows:

- c. Except in the A district, ~~D~~etached accessory buildings shall have the same front yard setback requirements as the principal building or structure and shall not be allowed to encroach upon the front yard or beyond the front building line.

**Section 6.** Section 17.08.070 C. of the City of River Falls Municipal Code shall hereby be amended as follows:

- C. Permit Required. An application for a fence permit shall be made to the department of community development and shall provide the information itemized below. For each fence permit application, a fee will be paid in the amount listed in the city fee schedule. The requirements of this Subsection C, and the location, height and materials requirements in Subsections D, E, and F, below, shall not apply to fences constructed in the A district.

**Section 7.** Section 17.12.010 of the City of River Falls Municipal Code shall hereby be amended as follows:

**17.12.010 - Enumerated.**

Regulations regarding the use of land within each zoning district are as defined in Chapters 17.16 through 17.72. For purposes of zoning, the city and the Urban Reserve Area shall be divided into the following districts:

- A. Residence Districts.
  - 1. Single-family suburban residence (RS).
  - 2. Single-family (low density) residence (R-1).
  - 3. Multiple-family (medium density) residence (R-2).
  - 4. Multiple-family (high density) residence (R-3).
  - 5. Traditional neighborhood development (TND).

- B. Commercial Districts.
  - 1. General commercial (C-1).
  - 2. Limited commercial (C-2).
  - 3. Highway commercial (C-3).
- C. Industrial Districts.
  - 1. Light industrial (I-1).
  - 2. Heavy industrial (I-2).
- D. Special Purpose Districts.
  - 1. Agricultural (A).
  - 2. Conservancy (C).
  - 3. University (U).
  - 4. Mobile home park (MHP).
  - 5. Hospital zone district (HZ).
  - 6. School zone district (SZ).

(Ord. 2007-22 § 1; Ord. 2006-23 § 1; Ord. 1999-4 (part); prior code § 21.15)

**Section 8.** The City of River Falls Official Zoning Map, established pursuant to Section 17.12.020 of the City of River Falls Municipal Code, is hereby amended to include the Urban Reserve Area, and its zoning districts.

**Section 9.** Section 17.52.020 of the City of River Falls Municipal Code shall hereby be amended as follows:

**17.52.020 - Permitted uses (principal).**

- A. Farming, provided that buildings in which farm animals are kept shall be at least one hundred (100) feet from the nearest residential district;
- B. Any principal use permitted in RS district.
- ~~C.~~ Stands for the sale of agricultural products produced on the premises;
- ~~C~~D. Nurseries and greenhouses;
- ~~D~~E. Cemeteries.

(Prior code § 21.26(2))

**Section 10.** Section 17.52.050 of the City of River Falls Municipal Code shall hereby be amended as follows:

**17.52.050 - Height, area and setback requirements.**

- A. No parcel shall be less than ~~forty-three~~forty-five(~~40~~45) acres.
- B. Parcels of record less than ~~forty-three~~forty-five(~~40~~45) acres may be used for agricultural purposes.
- C. Building requirements shall not be less than those provided for in the RS district.

(Prior code § 21.26(5))

**Section 11.** The City of River Falls Extraterritorial Zoning Map shall hereby be amended to remove all of the Town of Kinnickinnic from the extraterritorial zoning district.

**Section 12.** Section 17.108.010 of the City of River Falls Municipal Code shall hereby be amended as follows:

**17.108.010 - Extraterritorial zoning district defined.**

The extraterritorial zoning district is that area lying outside of the city, but within one and one-half (1½) miles of the city limits as shown on the map entitled "City of River Falls Extraterritorial Zoning Map" dated ~~September 8, 2009~~[Insert New Date]. The purpose for the extraterritorial district is to provide for proper zoning and control over the area and allow for orderly growth and development.

(Prior code § 20.02)

(Ord. 2009-12, § 1, 9-8-09)

**Section 13.** This ordinance shall take effect upon its adoption and publication, as provided by law.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2019.

**FOR THE CITY OF RIVER FALLS**

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

ATTEST:

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

Adopted: \_\_\_\_\_  
Published: \_\_\_\_\_

**EXHIBIT E**

**JOINT RESOLUTION TO AMEND 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 an Urban Reserve Area 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 Urban Reserve Area and New Urban Boundary Line designated in 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 Reserve Area Boundary shall be coterminous.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2019.

**CITY OF RIVER FALLS**

**TOWN OF KINNICKINNIC**

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

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

**ATTEST:**

**ATTEST:**

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

\_\_\_\_\_  
**Nicky Thompson, Town Clerk**

**EXHIBIT F**

**FIRE SERVICE AGREEMENT BETWEEN THE CITY AND TOWNS**

See attached

**CONTRACT FOR FIRE PROTECTION SERVICES**  
**BETWEEN THE CITY OF RIVER FALLS**  
**AND THE RIVER FALLS RURAL FIRE ASSOCIATION**  
**2018-2022**

**WHEREAS**, the River Falls Rural Fire Association (hereinafter ASSOCIATION) currently receives fire protection services from the City of River Falls (hereinafter CITY), and is desirous of receiving fire protection from the CITY in calendar years 2018 TO 2022, and the CITY is capable of providing such fire protection to the ASSOCIATION; and

**WHEREAS**, it is mutually agreed by and between the CITY and the ASSOCIATION as follows:

1. The CITY agrees to furnish Fire Protection Services to all properties within the ASSOCIATION'S fire service area as set forth on the map attached hereto during the contract period. Fire Protection Services include the following: Fire Suppression (structural and grass), accident response, public education and hazardous material release/spill response. The territory covered by the agreement is the Town of River Falls, Town of Kinnickinnic, and parts of the Towns of Troy, Clifton, and Pleasant Valley (see Exhibit A).
2. The CITY shall retain ownership of all currently owned equipment, , costs for maintenance and replacement will be included in the overall budget of the service.
3. The ASSOCIATION agrees to pay the CITY Thirty-five percent (35%) of the approved annual budget less debt principal and fire inspection costs plus depreciation.

The percentage is based on a prorated share of the operating costs of the fire service and the weighted average of (see attached Exhibit B):

- a. Population within the service area (40% of formula),
- b. Prior year equalized value as determined by the State of Wisconsin for all municipalities within the fire service area plus the University of Wisconsin-River Falls reported valuation for Municipal Services Payment program (20% of formula), and
- c. Average fire calls for the past 3 years (40% of the formula).

The ASSOCIATION will determine the cost recovery method utilized to pay the CITY (i.e. how much each member of the ASSOCIATION pays, fire call fees, billing procedures, etc.)

The CITY acknowledges that the ASSOCIATION members will be including their "2% money" as part of the payment to the CITY. The CITY accepts responsibility for ensuring the "2% money" is spent according to State Statutes.

The ASSOCIATION shall make payment of seventy-five (75%) of the total owed no later than June 1st of each year. The remaining twenty-five (25%) to be paid no later than December 15<sup>th</sup> of each year.

4. The term of the agreement shall be January 1 through December 31 of each year. The initial term of the contract shall be five (5) year term beginning January 1, 2018. The agreement will automatically renew for successive two-year periods after 2022, except as follows:
  - a. On or before April 1<sup>st</sup> of the last contract year, CITY provide notice, by certified mail, to the ASSOCIATION of its intent not to renew this contract for the following year.
  - b. The ASSOCIATION may on or before April 1<sup>st</sup> of the last contract year provide notice, by certified mail, to the CITY of its intent not to renew the contract for the following year.
5. Additional costs payable by the ASSOCIATION. In addition to the annual fee described in paragraph 3, the ASSOCIATION shall also pay any additional costs the CITY may incur in providing fire suppression and public health and safety emergency services outside of the City but within the service territory, when normal services are exhausted (a declared disaster or an event with costs exceeding 10 percent total service budget). CITY and ASSOCIATION will cooperate with State and federal authorities to obtain reimbursement through disaster declaration or other means. Such costs that can not be obtained through State or Federal reimbursement will be paid within sixty (60) days after invoicing by the CITY. For similar events inside the City, the CITY would assume responsibility for additional costs.
6. On or before September 1<sup>st</sup> of each year, the City will submit a draft proposed budget to the ASSOCIATION. On or before September 30<sup>th</sup> of each year, City will convene a meeting of CITY and ASSOCIATION representatives to discuss the upcoming budget. At the meeting, the City Administrator or designee shall present the recommended budget for the department. Three voting members on behalf of the CITY and two voting members on behalf of the ASSOCIATION shall forward the budget with a positive or negative recommendation to the City Council. Once forwarded to the City Council, the City Council has full authority to determine the ultimate budget.
7. The parties agree that costs, excluding provision five (5.) of this agreement, charged to the ASSOCIATION will not exceed 5% of previous year's cost except as agreed to by the ASSOCIATION and CITY.



8. For the purposes of this AGREEMENT, parties shall use the following address for official correspondence:

For the CITY;

City of River Falls, City Administrator, 222 Lewis St., River Falls, WI 54022

AND

City of River Falls, City Clerk, 222 Lewis St., River Falls, WI 54022

For the ASSOCIATION:

River Falls Rural Fire Association, Chairman, W10604 Cty Rd FF, River Falls, WI 54022

AND

River Falls Rural Fire Association, Clerk, 76 158<sup>th</sup> St., River Falls, WI 54022

**NOW THEREFORE**, the parties have hereto cause these presents to be signed and executed by the Mayor and City Clerk of the first part, this \_\_\_\_\_ day of April, 2017 and the Chairman and Clerk of the party of the second part, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.


**CITY OF RIVER FALLS**

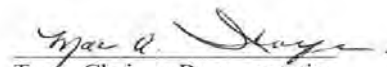
  
\_\_\_\_\_  
Dan Toland, Mayor

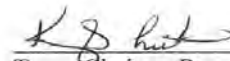
  
\_\_\_\_\_  
Scot Simpson, City Administrator

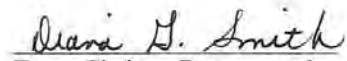
  
\_\_\_\_\_  
Amy White, City Clerk

**RIVER FALLS RURAL  
FIRE ASSOCIATION**

  
\_\_\_\_\_  
Town Chair or Representative  
Clifton

  
\_\_\_\_\_  
Town Chair or Representative  
Kinnickinnie

  
\_\_\_\_\_  
Town Chair or Representative  
Pleasant Valley

  
\_\_\_\_\_  
Town Chair or Representative  
River Falls


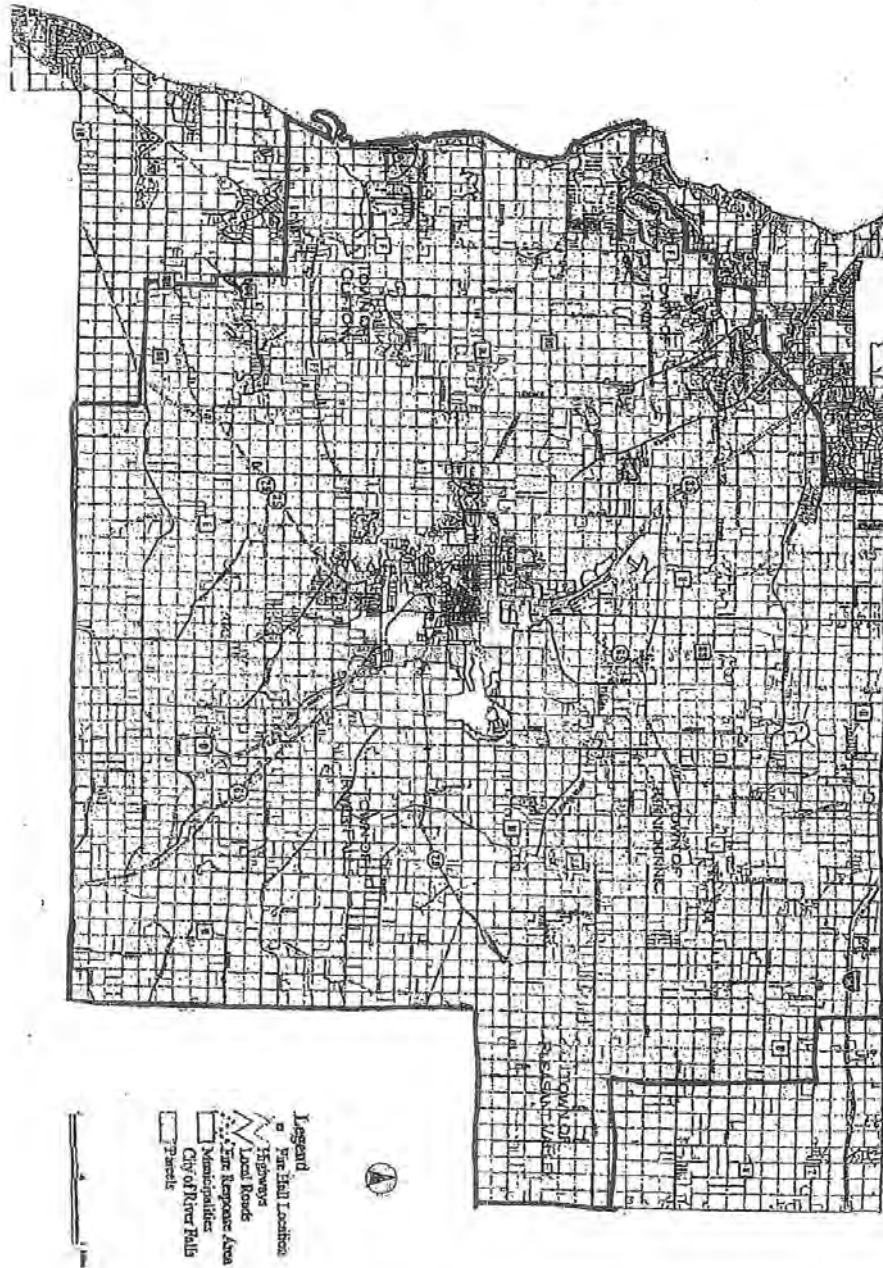
  
\_\_\_\_\_  
Town Chair or Representative  
Troy 3/13/17

Exhibit A (Territory Map)



# Exhibit B - Cost of Service Analysis

## City of River Falls Fire Department Cost of Service Analysis

3 Metric Allocation (40% Population, 40% Calls, 20% Equalized Value plus University Estimate of Value)

	City of River Falls	Town of River Falls	Town of Kinnickinnic	Town of Troy	Town of Pleasant Valley	Town of Clifton	Total	City of River Falls	Rural Fire Association
a. Population	14,343	2,408	1,890	2,877	248	1,193	22,759	14,343	8,416
b. Fire Calls (2007-2009)	639	59	60	83	9	21	871	639	232
c. Acres or Sq. Miles of Land	6.47	43.84	35.24	29.22	9.05	17.84	141.95	6.47	135
d. Equalized Valuation	1,013,887,300	254,383,700	164,802,700	442,494,234	21,053,100	167,583,540	2,084,224,574	1,013,887,300	1,070,347,274
e. Addressed/Fire Numbers	4,840	898	606	1,052	83	464	7,943	4,840	3,103
Percentage of total									
a. Population	63%	11%	7%	13%	1%	5%	100%	63%	37%
b. Fire Calls (2007-2009)	73%	7%	7%	10%	1%	2%	100%	73%	27%
c. Equalized Valuation	49%	12%	9%	21%	1%	8%	100%	49%	51%
Average % for Cost Contribution	64.2%	9.8%	7.4%	13.4%	1.0%	4.4%	100.0%	65.0%	35.0%
2011 Projection Department Cost-City Equipment	\$728,379								
Based on 3 Metric Allocation- 40%/40%/20%	\$466,336	\$68,732	\$53,752	\$87,335	\$7,264	\$31,961	\$728,379		
2011 Projection Department Cost-Combined Equip	\$746,000								
Based on 3 Metric Allocation- 40%/40%/20%	\$478,932	\$71,616	\$55,204	\$89,964	\$7,460	\$32,824	\$746,000	\$484,900	\$261,100

Sources Used in Formula:  
Troy, Pleasant Valley and Clifton population and equalized value provided (63%, 50%, 60%)  
Population from WI Dept of Administration - Demographic Services Center - October 2009 report - Troy: 4586 x 63% = 2877, Clifton 1988 x 60% = 1193, PV 495 x 50% = 248  
Fire calls from the Fire Department Annual Reports 2007, 2008, & 2009 (excludes mutual aid calls)  
Equalized value amounts from 8-14-09 State report, January 1, 2009 Values  
Budget Projections from Julie Bergstrom, City Finance Director - Detail Attached.

Sources of Data Not Included in Formula  
Number of fire numbers from Chief Carmichael 8/22/09.  
Square mileage from Ambulance Director Rowman.

SES 9-15-2010  
FOR FINAL CONTRACT

## EXHIBIT G

### INITIAL AUTHORIZING RESOLUTIONS AND AFFIDAVITS OF MAILING

#### 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:

  
Julie Bergstrom, City Clerk

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

Eric 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 Heinbach  
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

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 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

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

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

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

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

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  
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

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

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 5402



**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 26<sup>th</sup> 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 3<sup>rd</sup> <sup>APRIL</sup> day of ~~March~~ 2001.

  
Charles Andrea, Chairman

ATTEST:

  
Carole Hoopman, Town Clerk

**AFFIDAVIT OF MAILING**

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

Carol 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  
776 160<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. Loock  
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

## Exhibit H

### AFFIDAVIT OF PUBLICATION OF CLASS 3 NOTICE OF JOINT PUBLIC HEARING

# RIVER FALLS JOURNAL

## Affidavit of Publication

State of Wisconsin

ss.

St. Croix County/ Pierce County

Karen Georgakas, being duly sworn on oath, says:

I am the publisher or the publisher's designated agent of the RIVER FALLS JOURNAL, a weekly newspaper of general circulation, published in the Counties of St Croix and Pierce, State of Wisconsin.

The printed **10/30/18 Joint Hearing**  
w/ Town of Kinnickinnic

which is attached, was cut from the columns of said newspaper, and was printed and published once each week for **3** successive weeks; it was first published on Thursday, **October 4, 2018** and was thereafter printed and published on every Thursday, to and including Thursday, **October 18, 2018**

By: *Karen Georgakas*

Subscribed and sworn to before me on this **18th** day of **October 2018**

Notary Public: *Susanne R. Loosmore*

**Susanne R. Loosmore**  
Notary Public  
State of Wisconsin

My Commission expires  
July 23, 2021

Client #	254602
Ad #	2684803
Size	2 col. x 5.5"
Publication Fee	\$110.40

FORUM COMMUNICATIONS COMPANY, PO BOX 2020, FARGO ND 58107-2020

### CITY OF RIVER FALLS AND TOWN OF KINNICKINNIC, WISCONSIN CLASS 3 NOTICE OF JOINT PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Common Council of the City of River Falls and the Town Board of the Town of Kinnickinnic will conduct a joint public hearing on **Tuesday, October 30, 2018**, at River Falls Public Library, 140 Union Street, on the following:

**6:30 p.m.**

The City of River Falls and the Town of Kinnickinnic intend to enter into and agree to be bound by a Cooperative 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 the Plan, consistent with the comprehensive plan of each municipality.

The joint public hearing is being held, pursuant to Wis. Stat. §66.0307(4)(b) and (c), to receive public comments on the proposed Cooperative Plan ("Plan") between the City of River Falls and the Town of Kinnickinnic and an initial zoning designation of A - Agricultural District, under the City of River Falls zoning code, of all property located within the Urban Reserve Area. Any interested person will be given an opportunity to comment on the Plan during the hearing and may submit written comments before, at or within 20 days following the hearing. A location map and ordinance is available at the Community Development office in City Hall, 222 Lewis Street, River Falls, WI 54022, 715-426-3423, and are available for public review on the City's website ([www.rfcity.org/KCBA](http://www.rfcity.org/KCBA)) under the "agenda center" corresponding to the date listed above.

Written comments may be submitted to the Community Development office in City Hall, 222 Lewis Street, River Falls, WI 54022, until November 19, 2018.

Dated this 19th day of September, 2018.

Kristi McKahan, Deputy City Clerk

(Pub. 10/04, 10/11 and 10/18/18) WNAXLP

## **Exhibit I**

### **COMMENTS RECEIVED PRIOR TO, AT, AND FOLLOWING THE JOINT PUBLIC HEARING, INCLUDING COMMENTS FROM COUNTY ZONING AGENCY AND REGIONAL PLANNING COMMISSION**

See attached Exhibits as numbered below:

1. October 3, 2018 – Lynn Nelson, Executive Director, West Central Wisconsin Regional Planning Commission
2. October 30, 2018 – Joint Public Hearing Sign-In Sheet and Transcript of Comments:
  - a. George Williams
  - b. Carolyn Lowe Laurel
  - c. Pauly Cudd
  - d. Jerry Williams
  - e. Larry Hanson
3. November 8, 2018 – Dave and Mary Boles
4. November 12, 2018 – Susan Monicken
5. November 16, 2018 – Alex Williams, Town Supervisor
6. November 16, 2018 – Carolyn Lowe Laurel
7. November 18, 2018 – Alice D. Hanson
8. November 19, 2018 – Peggy Walker
9. November 19, 2018 – Ellen Denzer, Director St. Croix County Community Development
10. November 22, 2018 – JD Pietenpol



October 3, 2018

Buddy Lucero, Community Development Director  
Community Development Department, City of River Falls  
222 Lewis Street  
River Falls, WI 54022

**re: WCWRPC comments regarding City of River Falls-Town of Kinnickinnic Cooperative Boundary Plan**

Dear Mr. Lucero:

West Central Wisconsin Regional Planning Commission (WCWRPC) is providing the following comments in response to your request via memorandum dated September 26, 2018, and the draft Cooperative Boundary Plan between the City of River Falls and the Town of Kinnickinnic dated June 19, 2018.

The City of River Falls and Town of Kinnickinnic are partly or wholly located within St. Croix County, which is part of the seven-county service area of WCWRPC. Wis. Stats. §66.0307(4)(c) requires that WCWRPC "shall comment in writing on the [cooperative boundary] plan's effect on the master plan adopted by the regional planning commission under s. 66.0309(9)...and on the delivery of municipal services, and may comment on any other aspect of the [cooperative boundary] plan."

On September 9, 2010, WCWRPC adopted the *West Central Wisconsin Comprehensive Plan* (hereafter referred to as the Regional Plan) as the master plan for the region as defined under Wis. Stats. §66.0309(9). Our comments regarding the Cooperative Boundary Plan follow:

- The Regional Plan identifies the need for cooperative boundary agreements and plans as one of the most pressing intergovernmental issues in our region. The Regional Plan includes an intergovernmental cooperation strategy that encourages the use of transition area plans, cooperative boundary plans, and related agreements to reduce uncertainty associated with development along community borders. WCWRPC commends the cooperative efforts of the Town of Kinnickinnic and City of River Falls to develop the Cooperative Boundary Plan.
- The Cooperative Boundary Plan is consistent with the intergovernmental cooperation element of the Regional Plan, which identifies goals, objectives, and strategies that encourage mutually beneficial coordination, planning, and agreements such as:
  - promoting plan and land use compatibility and protecting sensitive areas;
  - encouraging efficient development patterns;
  - encouraging the coordination and sharing of municipal services; and,

West Central Wisconsin Regional Planning Commission  
800 Wisconsin Street • Building D2-401 • Mail Box 9 • Eau Claire, WI 54601-3605  
Phone: 715-836-2918 • Fax: 715-836-2886 • Email: [wcrpc@wcrpc.org](mailto:wcrpc@wcrpc.org)



an efficient manner for the provision of municipal services in the future (e.g., “match land use intensity with available infrastructure”).

- o Section 12.7.1 recognizes that Cooperative Boundary Plan will “guide where certain types of development occur and to preserve open space to the extent possible”, which is consistent with the goals and policies of the Regional Plan. Section 4.3.4 appears to address this most directly address this open space goal, at least during the term of the Cooperative Boundary Plan.

In short, the proposed Cooperative Boundary Plan is generally consistent with and would have no apparent negative effects on the Regional Plan or the delivery of municipal services, but does provide significant opportunities for further cooperation between the affected units of government. WCWRPC encourages the City and Town to continue collaborative planning to encourage multi-modal transportation connectivity, sharing of services that improve local quality of life, promoting best practices to mitigate stormwater runoff and flooding, and preserving working lands and environmentally sensitive areas. Our review was limited to the Cooperation Boundary Plan and did not include the comprehensive plans and ordinances of each community. Further, it should be kept in mind that the Regional Plan is advisory in its applicability to a political subdivision and a political subdivision’s comprehensive plan.

We trust that the above comments will be helpful for your review of the Cooperative Boundary Plan.

Sincerely,



Lynn Nelson  
Executive Director

cc: Nicky Thompson, Town Clerk, Town of Kinnickinnic  
Ellen Denzer, Director of Community Development, St. Croix County



Thank you for speaking tonight.

2

Please sign in below – include name/address.

Please state your name and address and  
speak loud for all to hear.

OCTOBER 30, 2018

NAME

ADDRESS

George Williams

129 E. Quarry Road

Carolyn Laurel

1171 30th Ave

Fanny Cunn

Jerry Willigami

1056 City Rd n.

Fry H

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1 the Mayor and the Town Chair should open the  
2 hearing.

3 MAYOR TOLAND: Go ahead, Jerry.

4 CHAIRPERSON OLSON: From the Town's  
5 perspective, let's open the public hearing.

6 MAYOR TOLAND: Yeah, the public hearing  
7 is now open.

8 (The public hearing was opened at  
9 approximately 7:18 p.m.)

10 MAYOR TOLAND: Like he said, please sign  
11 in, state your name, so that the stenographer can  
12 get your name and address.

13 GEORGE WILLIAMS: Okay. My name's George  
14 Williams, and my address is 129 East Quarry Road  
15 in the Town of Kinnickinnic.

16 Before I make my comments, I had one question  
17 that was raised earlier about the expiration of  
18 the boundary agreement if it's passed.

19 I think it was indicated that it would  
20 expire at the point that all of the properties  
21 within the agreement were attached, and I'm  
22 wondering what -- that means there's new City  
23 limits. What does it mean at that point if  
24 there is no boundary agreement at that point  
25 because it's expired? Does the City get three

1 more miles at that point of extraterritorial  
2 zoning?

3 ATTORNEY GUSTAFSON: That's what the --  
4 that's what the statute would allow, but in the  
5 agreement, the City and the Town have agreed that  
6 they won't set new boundaries after the expiration  
7 of the agreement without agreement between the two  
8 municipalities. So that's what the agreement says  
9 about -- about future boundaries.

10 GEORGE WILLIAMS: Thank you. Again, my  
11 name's George Williams. And as a Town of  
12 Kinnickinnic resident for the past 27 years,  
13 I'm here to support the passage of the proposed  
14 cooperative boundary agreement between the Town  
15 and the City of River Falls.

16 Since moving here in 1991 from the Town of  
17 St. Joseph north of Hudson, I've monitored and  
18 reviewed several previous unsuccessful attempts  
19 to negotiate boundary agreements between River  
20 Falls and the surrounding towns, including  
21 Kinnickinnic.

22 As a major university business school  
23 administrator for 35 years, I had a lot of  
24 exposure to the art of negotiation, which we  
25 attempted to teach to undergraduate and graduate

1 students.

2 The simple common theme and goal for  
3 successful negotiations is the achievement of  
4 as close as possible to a 50/50 win-win solution,  
5 but not so simple to achieve.

6 The extremely high degree of unsuccessful  
7 attempts to negotiate boundary agreements, not  
8 only between River Falls and the surrounding  
9 towns, but also close to 90 percent failure --  
10 failure statewide is due primarily to the fact  
11 that cities tend to have much more to gain than  
12 the adjacent towns, which is also supported by  
13 state statutes that favor city interests and  
14 needs over those of the towns, making it extremely  
15 challenging to get close enough to the 50/50  
16 win-win status needed for passage.

17 The very high degree of diversity of  
18 interests and needs, both within each community  
19 and between the two communities, makes the  
20 challenge even greater and actually impossible  
21 to meet even close to 50 percent of the needs  
22 and interests of each individual resident of  
23 each community.

24 However, I believe that as a result of the  
25 many long hours spanning many, many months and

1           years, the cooperative boundary negotiating  
2           teams have worked together in an unprecedented  
3           spirit of cooperation and compromise with some  
4           major contributions and support from particular  
5           Kinnickinnic residents to develop an acceptable  
6           and passable agreement.

7           While there are definitely those residents  
8           in the Town of Kinnickinnic who are impacted  
9           more directly and immediately than others, this  
10          agreement will have an impact on all residents in  
11          the Town even if it is the future generations of  
12          those further from the line.

13          I'm quite confident that if all Town  
14          residents were aware of the pros and cons  
15          between a permanent boundary line and the  
16          current extraterritorial status quo, 80 to 90  
17          percent or more of survey respondents would  
18          favor the proposed agreement. And I would be  
19          happy to assist with the conducting of such a  
20          survey if it were deemed helpful in the decision  
21          process.

22          In conclusion, I think that most residents  
23          expect their community -- community leaders to  
24          do the best they can for all minority interests  
25          and needs and to ultimately vote in favor of the

1 majority interests and needs.

2 I feel that with some excellent minority  
3 representation and input, the current proposed  
4 agreement is realistically as good as it's going  
5 to get, and it is better for the vast majority of  
6 Kinnickinnic residents now and in the future than  
7 reverting to the existing extraterritorial status,  
8 even for those Town residents on the City side of  
9 the line. Thank you.

10 MAYOR TOLAND: Thanks, Mr. Williams. Okay.  
11 Next? Nobody else wants to say anything? Okay.  
12 Come on over.

13 CAROLYN LAUREL: I'm Carolyn Laurel, and  
14 I own land in Kinnickinnic Township, and have  
15 for -- either my family or I have for my whole  
16 life.

17 And I want to say that I'm here to support  
18 the -- the cooperative agreement. I've been  
19 watching the whole time that it's been going  
20 on, and in the beginning, thought that I might  
21 be a part of -- get to be a part of the Planning  
22 Commission. And then we had children instead, so  
23 I've been doing that instead, but paying attention  
24 to what's going on.

25 And I feel very confident and happy with the

1 fact of how much negotiation and thought has been  
2 put into the process and happy to have things that  
3 were unsettled be much more settled, and -- and  
4 happy that the people who are within the bounds  
5 have their control of what's going to happen and  
6 that they can decide when they want to do things,  
7 giving them much more benefit of value of their  
8 property, and then also giving value to the --  
9 you know, throughout the community as well. So  
10 I'm just here to support the system.

11 MAYOR TOLAND: Thank you.

12 CAROLYN LAUREL: Thank you.

13 MAYOR TOLAND: Okay. Anybody else? Nobody  
14 else wants to talk? Oh, come on up.

15 PAULY CUDD: My name's Pauly Cudd, and our  
16 family owns land in Kinnickinnic Township. I'm  
17 coming kind of -- I don't have a lot of background  
18 on what's happening here.

19 I'm just wondering about the -- if it affects  
20 our property in Kinnickinnic Township as far as  
21 zoning goes. So there would be a change in  
22 zoning?

23 MAYOR TOLAND: Yeah. You'll be within the  
24 urban reserve area?

25 PAULY CUDD: I'm not sure.



1           MR. LUCERO: Okay. Yes. Your property right  
2           now is industrial, and it'll be grandfathered in  
3           as is. It's when you want to increase that or  
4           change it in any way that you're going to have  
5           to comply with all City regulations.

6           PAULY CUDD: Okay. Because that's the  
7           question I had. You know, you said it was going  
8           to -- I thought you said everything was -- in  
9           this area was going to be a certain zoning?

10          MR. LUCERO: It is going to be all zoned  
11          agricultural, but those -- there are two  
12          properties, and I think we saw one that was a  
13          commercial, there's a parking lot out there, and  
14          one that is in the industrial park that you have  
15          out there. Those are grandfathered as is. It's  
16          when you want to change that use or increase the  
17          intensity of that use that it will require a  
18          rezoning -- or change in zoning.

19          PAULY CUDD: Okay. And as far as input in  
20          how you included people in this whole process up  
21          to this point, how have you contacted property  
22          owners, or have you contacted property owners  
23          within the --

24          CHAIRPERSON OLSON: Not a -- not as a  
25          survey or as an extensive referendum or anything

1           like that. What we've done is was probably  
2           three or four years ago, we had a group of I  
3           think eight people, were made up of people who  
4           were in, at that time, the ETZ and -- exclusively.  
5           I don't think any of them were outside of the  
6           ETZ. And we, over a period of probably close to  
7           a year, took input from them. And a lot of the  
8           suggestions and some others that were alluded to,  
9           you know, that -- came from that group. So as  
10          with many things in this country, it was a  
11          representative group.

12                 PAULY CUDD: Okay. Well, I just want to  
13          make sure that you're not going to change our  
14          zoning without --

15                 CHAIRPERSON OLSON: So your concern would  
16          be that you don't get squeezed out by zoning?

17                 PAULY CUDD: I'm sorry?

18                 CHAIRPERSON OLSON: I suspect your concern  
19          would be that you don't get squeezed out by  
20          zoning?

21                 PAULY CUDD: Yeah.

22                 CHAIRPERSON OLSON: No.

23                 PAULY CUDD: Okay.

24                 MAYOR TOLAND: Okay. Anybody else? Okay.  
25          Come on up.

1 JERRY WILLIAMS: My name's Jerry Williams.  
2 I have 280 acres that'll be affected by this. I  
3 live at 1056 County Road M. Farm's been in the  
4 family for a century, as a majority of the large  
5 properties out here are century farms.

6 I do have a comment about the Cudd  
7 property. I don't know where that's written in  
8 the agreement, that they're grandfathered in.  
9 I don't remember that ever being discussed.

10 MR. LUCERO: Okay.

11 SUPERVISOR WILLIAMS: I don't see it, either.

12 JERRY WILLIAMS: How did you come up with the  
13 statement then?

14 ATTORNEY GUSTAFSON: I think what -- what  
15 Buddy means is that the zoning would change to  
16 agricultural as the proposed plan currently reads,  
17 but when you have a change like that, an existing  
18 use would be an existing nonconforming use under  
19 the zoning ordinance.

20 JERRY WILLIAMS: But residential is an  
21 existing use under the ag zoning that we're under  
22 right now.

23 ATTORNEY GUSTAFSON: Right, so --

24 JERRY WILLIAMS: So we could sell two-acre  
25 lots like we are now then, so he's still able to

1 do the industrial, though?

2 MR. LUCERO: Existing use, nonconforming  
3 existing use. You maintain your business, what  
4 you're doing, but you can't expand on it.

5 LARRY HANSON: Is that a hundred percent of  
6 the Cudd property can remain commercial, is that  
7 what you're saying, or just that little spot?

8 MR. LUCERO: We don't want -- this isn't a  
9 discussion area. I mean, the question was is  
10 if the property's out there as an industrial  
11 use, it's an existing, but it's a nonconforming  
12 existing use as he says, is the overall property  
13 zoned as agricultural.

14 PAULY CUDD: But why would I want to enter  
15 into a lesser --

16 MR. LUCERO: We need you to come up.

17 PAULY CUDD: Oh, for Christ's sake, why  
18 didn't you address it to me when I was up there  
19 then?

20 JERRY WILLIAMS: I guess my big concern is  
21 there's some, still some gray area. I see the  
22 City under the ag zoning can deny access, or  
23 driveway access, to a minor arterial.

24 That bothers me, and that's only by a vote  
25 of the Plan Commission. And I know they said

1           for safety concerns, but that's pretty vague.  
2           I know the City doesn't like future subdivisions  
3           to have multiple access points, and I understand  
4           that, but we put a lot of effort into making sure  
5           that our family would be able to put a home out  
6           there if they so want.

7           We are being punished enough by being forced  
8           into the City if anyone were ever to sell because  
9           it lowers the value of the property because of the  
10          higher City taxes and they don't even get the  
11          infrastructure or the water and sewer because if  
12          they're an island way out, they aren't going to  
13          run to that.

14          I also don't like what the appeals process  
15          is. If we have a disagreement with the City as  
16          far as what -- something we'd like to do, we go  
17          to the City, and I don't think they're going to  
18          have our best interest in mind. I can guarantee  
19          you I'll know which way the vote will go when  
20          you don't have any representation.

21          That's one of the big concerns I have. I  
22          don't think this is representative government.  
23          Right now it is, but once this is signed, I  
24          don't think any of you would feel comfortable  
25          being under the control of the Town of

1 Kinnickinnic.

2 I think we've been good neighbors. The  
3 people that have been up here before who were  
4 lucky enough to have their property removed, I  
5 would think they'd be begging to come into the  
6 City and get the water and sewer if it's that  
7 great of an agreement.

8 I'm scared because I've seen examples where  
9 the City likes to flex their strength and don't  
10 take their neighbors into consideration. It's  
11 all about the City, which I do understand, but  
12 we have been neighbors, and I think fairly good  
13 neighbors.

14 I think Buddy even lives on my  
15 great-grandfather's property. We've been here  
16 a long time, and I don't know if many of you can  
17 say the same thing. I wish that would mean a  
18 little something.

19 I can't support it just because I can't  
20 trust. It's really difficult to do because  
21 I've seen too many horror stories. I guess  
22 that's it.

23 MAYOR TOLAND: Thank you, Mr. Williams.  
24 Anybody else?

25 Now, again, remember, folks, after this

1 meeting and everything, if you have more concerns  
2 or anything, please write them down and send them  
3 either to the Township Board, or you can send them  
4 to the City, too. That way it'll all be included  
5 in the --

6 CHAIRPERSON OLSON: It will be combined  
7 together.

8 MAYOR TOLAND: Yeah, it'll all be combined  
9 and included in the package that we send to the  
10 State, so --

11 PAULY CUDD: Hi. Pauly Cudd again. I  
12 guess if I need to say something or, you know --

13 MAYOR TOLAND: Yeah, any concerns or  
14 anything, go ahead.

15 PAULY CUDD: Well, I am concerned if, in  
16 fact, that I go from an industrial zoning,  
17 which is what I feel is the best zoning for  
18 our property, to a nonconforming industrial  
19 zoning, I mean, I'm not a lawyer, and I hope  
20 I don't have to hire one.

21 I mean, that's a -- that's a big concern  
22 of -- of our family. Why would you take -- why  
23 would we give this up, you know?

24 I guess, you know, the first I really heard  
25 about this was a week, two weeks ago, that this

1           was happening. And I talked to my family, and I  
2           thought somebody else was going to pick this one  
3           up, but it didn't happen, so I'm here, and I just  
4           want to go on record that I don't want to give up  
5           what we already have.

6           I think it diminishes the value. It kind of  
7           takes away my dad's dream. I mean, he worked very  
8           hard to have the industrial zoning, the many steps  
9           that he took. And we've had the quarry in our --  
10          well, it's been a quarry for a very long time for  
11          the people that have been around here. It was  
12          Larry's Quarry and then it became ours. It means  
13          something to us.

14          MAYOR TOLAND: All right. Thank you,  
15          Mr. Cudd. Anybody else have anything to say?  
16          Yeah, come on up.

17          LARRY HANSON: My name's Larry Hanson.  
18          Our family owns property right next to the Cudd  
19          property, and right now, it is zoned urban --  
20          or suburban residential, or I guess most of  
21          it, not -- not a hundred percent. There's,  
22          oh, what is there, 230 some acres total, but --  
23          so I guess we're not in favor if we lose our  
24          zoning as what it is.

25          I don't know, you know, if you got to



1 go back, and if it all reverts back to ag,  
2 agricultural, what does it take to go back,  
3 you know, if somebody does want to develop  
4 it or whatever is going to happen, if it's  
5 commercial next door and then right now it's  
6 residential?

7 MR. LUCERO: Your property has been, like  
8 all the other properties, 1 to 35. All those  
9 properties being single residential, urban  
10 residential, multi-residential, they're all  
11 1 to 35.

12 So if you want to develop that property  
13 to get a higher density or develop, you would  
14 have to annex into the City or you'd need to  
15 rezone that property or attach it to be able  
16 to do it.

17 LARRY HANSON: Suburban residential is  
18 still 1 to 35?

19 MR. LUCERO: Yes. That's -- that whole  
20 almost 10 square miles there is all 1 to 35,  
21 and it has been for 10 years.

22 LARRY HANSON: Okay. I just see that its  
23 zoning now is not agricultural, so I thought it  
24 would be different.

25 MR. LUCERO: No. It's --

1 MR. PIETENPOL: It's rural residential in  
2 the Township. I don't know, what is it -- the  
3 ETZ doesn't -- I don't know what the ETZ zoning --  
4 Alex, do you know?

5 SUPERVISOR WILLIAMS: Residential suburban.

6 MR. PIETENPOL: Residential suburban?

7 SUPERVISOR WILLIAMS: Yeah.

8 MR. PIETENPOL: Okay.

9 LARRY HANSON: Well, it's -- most of that  
10 is called suburban residential, correct, on your  
11 little -- like the orange?

12 SUPERVISOR WILLIAMS: Yep.

13 LARRY HANSON: Residential suburban, yeah.  
14 And then the commercial would be the Cudd  
15 property, the purple, is that correct?

16 MR. LUCERO: No. It's this parcel right  
17 here.

18 MR. PIETENPOL: Industrial.

19 LARRY HANSON: Oh, I see. Okay. Gotcha.  
20 That was my question. Thank you.

21 MAYOR TOLAND: Okay. Thanks, Mr. Hanson.  
22 Anybody else?

23 Okay. Then we'll close the public hearing.

24 (The public hearing was closed at  
25 approximately 7:39 p.m.)

November 8, 2018

To Whom It May Concern,

My husband and I have lived in Kinnickinnic Township since 1988. We live on a 2 acre parcel of land due east of Liberty Road. We therefore are in the proposed zoning area. We understand that this has been a long process and that both the Town Board and City Council of River Falls have put in a lot of hard work.

As a resident of the township, we have representatives on the board to assist in making decisions for us as township residents. Again we appreciate the hard work put in by these people.

However, as we understand it, there has been ongoing work for 4 years between these two parties. We find it difficult to understand why we as residents were only recently provided information on this proposal regarding zoning. My husband and I were invited and attended a meeting hosted by our neighbors, Jerry and Alex Williams. This meeting was held a week prior to the meeting on October 30<sup>th</sup> at the River Falls library. My husband attended the meeting at the Williams residence and was provided information and given the opportunity to ask questions. We were also directed to the website where the Cooperative Boundary Agreement is housed. We are appreciative to have this opportunity to hear about the proposal yet fail to understand why it took so long to inform us as residence.

At the open hearing at the library, the board chairman made a comment that the board is our representative for these types of decisions. While this is greatly appreciated, we are still perplexed as to why we were not provided an opportunity to have a better understanding of what is being decided about us and given the opportunity to provide our feedback.

While this won't directly impact us right now it will have a future impact as we make decisions about our property. We feel very uncomfortable about how the City of River Falls has demonstrated a sense of power over land owners in certain areas of the township. It feels to us as residents, very authoritarian. It is not a good feeling as the city has the power to make decisions for us when we don't even have a vote or representation on the City Council and feel like we will be held under their thumb. Having the ability as a resident of the township who at some point will be "attached" to the city of River Falls, without having the ability to be represented on the City Council feels wrong.

This world we live in is all about having choice. We have no choice it seems. We are not happy with this and are not in support of adopting this proposal.

Thank you for offering us the opportunity to be heard.

Dave and Mary Boles

1102 County Road M

River Falls WI 54022

715-497-8384

For the Kinnic Kinnic Town Board -

Nov. 12, 2018

4

Following are our comments concerning the proposed Boundry Agreement between Kinnic Kinnic township and the City of River Falls.

#1.4 According to the precedent of the Delavan case, the City does not now have extra-territorial zoning powers and subdivision control. The City should respect this. The Township should not throw away the rights of their residents granted to them by this case. If the Border Agreement is not good for the citizens affected (and we believe it's not) then it should not be entered into, no matter how much has been invested into it. Do you suppose there's a reason that most townships in the state have not entered into Border Agreements? Please represent us in wisdom, not in fear.

As far as we know, most of the people living in the Proposed Urban Reserve Area are opposed to it. We would be giving up freedoms and rights as landowners, to the control of the city of River Falls, which is generally known (and in our experience) to be "difficult" to say the least. We would be living in the township, under authority of the City, without representation. For example, we would have to get building permits through township, but approved by City.

It seems to us that the push for this whole plan comes down to the ambitions and aspirations of some in the City, whose dream is of this wonderful city designed by them. They seem enthusiastic about taking this "wonderful" plan to the other townships. History shows those townships might not be so enthusiastic to receive it. Do they plan to take that much land from them also?

How big does River Falls need to be? And why? What would be the big advantage of a significantly larger city? We're guessing that most citizens are satisfied with it's present size and that's the reason they live there.

It is noteworthy that those folks who supported this agreement at meetings, all live outside the proposed Urban Reserve Area, or have had their request to be left out of it granted.

Why not allow natural growth, not forced. Let free enterprise be free enterprise. Let growth areas of the City be on the edge of the city, by those who want to participate, not forced out into the township.

There is nothing wrong with rural sub-divisions. Townships are better off with rural sub-divisions. People with their own well and sewer don't use any more resources than those hooked to the city. Better, common-sense zoning plans could be worked out by townships and counties, who are representative of those living there. When Township land is taken over by the City, townships become small and useless.

Can the City of RF guarantee sewage service to all areas of the proposed URA? We doubt it, given the terrain.

#1.7 states that all properties in the proposed URA will be zoned Urban Ag. At the Wed. Oct. 24 meeting at RF library, Buddy Lucero told Pauly Cudd that they (Cudds) would be "grandfathered in" and able to remain zoned industrial until they sold the property. Town Board members reacted in surprise...apparently they had not heard this before and it is not written in the agreement. (Not an un-common experience.) So, if Cudds are "grandfathered in" with their present zoning, we can assume the same for us and all other property owners in the proposed URA.

We are not new in the township. Our farm has been in the family for 150 years. We are weary of the meetings too, but we are called to be good stewards. Our concern over this also extends to our neighbors farther out as the consequences for them are even greater.

We do not support any of this agreement. Not having an agreement is better than a bad agreement.

While we commend you for the hours and investment of personal sacrifice you have put into hammering this out, we submit to you that it's a bad idea for those families affected. It is stated in the agreement and was verbalized by Mr. Lucero, that if this agreement takes effect, then the City would leave the rest of the township alone! (Except for the part where they expect the township to negotiate in good faith if the city approaches them again) A good deal for the rest of the township, but not so good for the folks stuck in the URA.

Please vote NO to this Boundry Agreement and walk away from negotiations with RF concerning this.

Thankyou,

Susan Monicken for   
Members of the John Hanson Family and John and Alice Hanson Family Trust.  
Joyce Connolly Co-Trustee  
Alice Hanson, Larry Hanson, Al Hanson, Ruth Hanson, Linda Neuberger

My name is Alex Williams, and my family owns 280 acres with a mile of frontage to existing city limits that will be included in the proposed URA. Our family has some questions and concerns that we would like addressed prior to approval of the plan.

**Consistencies with comprehensive plans 66.0307(5)(c)2:**

When reviewing the City's Future Land Use Map as part of the City's Comprehensive Plan, much of the area in the URA is outside of what is designated on the map for urban development. Most land included in the URA is designated a transition area (1 DU/35 acres). Is the goal of the Agriculture zoning to limit development of rural homes without ever serving the property with municipal services? If this is the case, it significantly devalues the property and also doesn't meet the intent of a Cooperative Boundary Agreement.

Additionally, most of the URA is outside the Urban Area Boundary and Sewer Service Area Boundary as designated on the Official City Map. It seems the City has never had the intent of developing into a majority of the URA.

**Ability to serve municipal services 66.0307(5)(c)3:**

The Boundary Agreement does not include a topographic map. I have included a map and split the URA into 4 areas based on direction of natural flow due to topography. I have designated them as NW, SW, NE, and SE. I will break down concerns in each area below:

**SW:**

This area seems to be the only naturally flowing property where municipal services would be available. Most flow occurs to the southwest towards the City and existing infrastructure. It is also in closest proximity to the Golf View Water Tower.

**NW:**

All flow of the NW area is to the valley around the Kinnickinnic River northeast of the City. With the plan excluding areas along Quarry and East Quarry Road, how does the City plan to provide sewer services to this area?

**NE:**

This area generally flows to the northeast away from the City. City Engineering staff have tried to avoid lift stations as a long term sewer waste option. How does the City plan on providing sewer services to this area, especially since they excluded the property along Quarry and East Quarry Road?

**SE:**

This area naturally flows to the south towards Highway 29 and the South Fork Tributary of the Kinnickinnic River. There is a lift station currently on the south end of the Royal Oaks Subdivision. What is the capacity of the lift station? How many acres would be able to be served by the lift station? At current state, the property owners south of Royal Oaks don't intend on developing their land and have

placed a 100 year farmland preservation program on the land. How does the City plan on serving areas in the SE quadrant?

Additionally, the natural flow of this area is towards the environmentally sensitive corridor of the South Fork tributary. The DNR has purchased land or conservation easements around a significant amount of property along the South Fork. How does the City plan on working with the DNR and different landowners to provide services through this area? ~2 miles of infrastructure would need to be provided to access the SE quadrant. When will this occur and who will take care of the cost, especially given a good portion of the land is in conservation programs?

**Compactness of area 66.0307(5)(c)5:**

*Area:*

The total area to be included in this boundary agreement is ~1500 acres. Trilogy Consulting, LLC was hired by the City to perform an impact fee study in August 2014. The findings in the impact fee study stated the City has grown an average of 77.5 Residential Equivalent Units (REUs)/year from 2003 through 2013. At an average rate of 3 dwelling units/acre (residential low density development), the area of the URA will add an additional 4500 dwelling units and will take ~58 years to fully develop the URA, IF ONLY DEVELOPING IN KINNICKINNIC TOWNSHIP (assuming 1 REU = 1 DU). The City has 3 other quadrants and towns to expand into, and has been directionally driving development to the North and West of the City. If the projections are linear, the area in the URA will be under the Boundary Agreement for 200-250 years. Does this meet the intent of compactness?

*Sewer Services:*

The City's impact fee study also found that it had a 5 year average (2009-2013) of 7,165 REUs for sewer consumption. The capacity of the existing sewer plant is 10,683 REUs. Per the study, the City does not have any plans to expand the sewer plant capacity. How does it plan on handling the new 4,500 dwelling units that would be created in the URA? What about annexations in surrounding towns?

**Miscellaneous Concerns:**

*Kinnickinnic Negotiating Committee Representation:*

Through the process of negotiations with the City, there have been 5 people from the Town that have served on the Negotiating Committee. With this agreement, 3 of those people will have land that is released from city platting jurisdiction. There have not been any representatives from property owners within the URA on the Negotiating Committee.

*Property Owner Representation:*

If approved, property owners within the URA will not have representation in terms of land use decisions or the special assessments placed on their properties.

*Special Assessment Procedure:*

The special assessment procedure called out in the agreement will force future Town Boards to adopt the assessment regardless if they agree or not. This seems to be a way to circumvent current state statute 66.0707(1).

*Feasibility to serve:*

With ~1 mile of frontage bordering city limits, does the City have the capability of serving our property? What are the options to develop our property? What are our options regarding access to existing infrastructure i.e. sewer, water, roads?

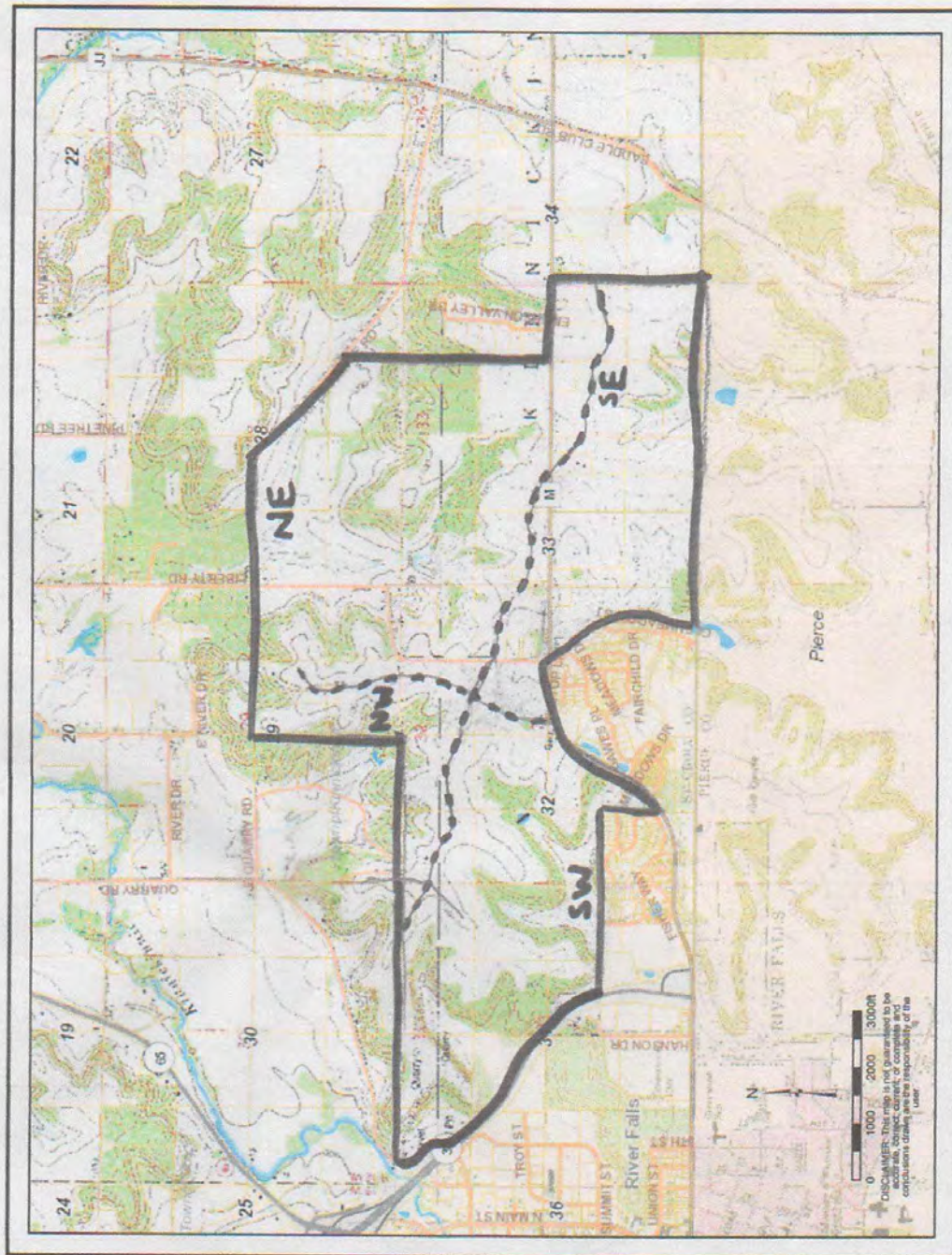
*Lack of History/Past Precedent with Boundary Agreements:*

With Cooperative Boundary Agreements being relatively new without past precedent, who will intervene if the intent of the agreement is not followed? What support will the DOA provide? Will the burden of proof lay with the property owner who is at a financial disadvantage compared to the City? By signing this agreement, legal precedent well established within the state (annexations, special assessments, zoning and subdivision control, etc) will have minimal bearing.

**Summary:**

The City of River Falls has enforced an illegal city platting jurisdiction ordinance (35 acre minimum lot size regardless of zoning [see Lake Delavan Property Company, LLC vs. City of Delavan]) which has placed surrounding towns in a difficult situation. The Boundary Agreement is a way for the Town to remove the platting jurisdiction for some areas of the Town by paying a ransom (in the form of property within the URA) to the City. In reading state statute 66.0307, it doesn't seem that was the intent. In having the URA as large as it is proposed, this is nothing more than a land grab with no realistic plans to develop in the foreseeable future. I hope the City, Town, and DOA will consider the concerns mentioned above when deciding to approve the Cooperative Boundary Agreement between the City of River Falls and Town of Kinnickinnic.







November 16, 2018

Jerry Olson  
322 Sherwood Forest Road  
River Falls, WI 54022

Dear Jerry,

I am contacting you to let you know that I am in favor of the Cooperative Plan between the City of River Falls and the Town of Kinnickinnic.

As a third generation farmer and land owner in Kinnickinnic Township I have been aware of the process of making an arrangement with the City of River Falls throughout the process. Although the process has taken much longer than originally anticipated, I feel that the current agreement represents a correct and fair cooperative arrangement between River Falls and Kinnickinnic. I am thankful for the amount of time and thought that the Kinnickinnic Cooperative Boundary Plan Negotiating Committee and Plan Commission members spent on negotiations. I believe that these well researched negotiations have ensured the best results and future for the township.

Our township has spent much time and effort establishing our Comprehensive Plan. Now that we have our plan in order, it is time for the city to back up the Extraterritorial Subdivision Boundary restrictions. Finally being able to pass the Cooperative Plan with the City of River Falls will allow our township to govern itself while staying congruent with our well set out and carefully developed Town Plan.

Although we realize that future growth and city expansion will happen, I am happy that the integrity and character of our township can be preserved as our township is allowed to govern itself.

I want to extend a sincere thank you to all of the people that have been involved with this process!

Warm regards,

Carolyn Lowe Laurel  
KV Real Estate, LLC  
Kinni Valley Riding Academy, LLC  
1171 30th Ave.  
River Falls, WI 54022

Nov. 18

Concerning the proposed Boundary Agreement with the City of River Falls —

I understand the state has given Cities rights for the ETZ zone by law.

I believe the precedent of the Delavan case has somewhat curtailed that.

Citizens and townships could and should petition their state representatives to change the ETZ zone laws to be more favorable for citizens living there and townships. If you sign this border agreement then we are stuck and have no recourse.

Please vote no to the boundary agreement.

Alice O. Hanson

November 19, 2018

I am writing this letter to express my opposition to the proposed 2018 Cooperative Plan between the City of River Falls and the Town of Kinnickinnic. Our family farm is located within this proposed Urban Reserve Area. On October 30, 2018 I attended an open meeting in which this proposal was presented. Community Development Director Buddy Lucero began the meeting by assuring everyone that "no one is going to take your land." The Walker farm has been in the family since 1893. My husband was a fourth generation farmer, my son is a fifth generation farmer, and my six year old grandson, who tells everyone that he is the "number one farmer in our family," expects to be the sixth generation farmer on this land.

As Mr. Lucero excitedly explained how wonderful this plan is because of the orderly development that will occur in 30 to 40 years, his laser light was bouncing on the map of our family farm. You can't have it both ways. There can't be both development and sixth generation farming on the same land.

As presented, it appears that the city relinquishes any rights or authority regarding land use or land division in the rest of the township that lies outside the urban boundary. As Mr. Lucero assured us more than once, if this plan passes, the township can do whatever it wants. It can keep two acre lots, add driveways, and make any decision without city input or interference. As I listened, it felt as though the township abandoned us because the plan is advantageous to them. Basically, we will be left with no representation. The city will only look out for its best interests. We will be financially unable to legally challenge any city decisions while, at the same time, the city will have unlimited legal services. The proposed plan is vague. Access to land is questionable due to driveway restrictions. There are many areas of farming that are not addressed, leaving much to the discretion of the city as these issues arise. This will make farming difficult.

We know this can happen because we have been in this position before. The original Walker farm was established in 1871 by my husband's great-grandparents. The original farm was located adjacent to the developing city of River Falls. The farm included what is now the new part of Greenwood Cemetery, the mound, Hoffman Park, plus additional lands. The brick farmhouse still stands at the corner of Division and Fourth Streets. Eventually, the entire original tract of land was within the River Falls city limits. My husband's grandparents farmed this land as well as the present farm located 2 ½ miles east of River Falls, which is affected by this proposal. As it became increasingly difficult to farm in the city, the farm was sold in the 1950's.

We feel we have been a good neighbor to the city. The family donated 13 acres to the city where the reservoir is located, with the suggestion that it be used as a park. For a nominal fee, 40 acres was deeded to the Boy Scouts. The community of River Falls continues to use and enjoy these areas for recreational and educational purposes.

In 1975, my father-in-law wrote "A Short History of the Walker Farm" which discusses the impact the developing city had on the original home farm. A copy of this history is available in the UWRF archives.

On many levels, this proposal takes away our ability to make choices and decisions about our land. Every person wants to feel that they have reasonable control over their land and livelihood. The proposal could be interpreted differently by future city councils. Changes in state and federal

Page 2/2

laws could impact previous council decisions. It leaves us with no one to look out for our best interests as farmers, and city oversight will make it difficult to continue farming.

For the reasons outlined above, I urge the all to vote against the Cooperative Plan. One person at the October 30 open meeting, who supported the plan, said that sometimes for the good of the majority, the minority will not get what they want. I would suggest that sometimes the majority needs to stand up for the rights of the minority.

Peggy Walker  
1120 County Road M  
River Falls, WI 54022

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9

Good morning -

Attached please find St. Croix comments on the draft Cooperative Plan dated June 19, 2018, between the City of River Falls and the Town of Kinnickinnic.

Original letter to be hand delivered to City of River Falls on November 19, 2018.



## Community Development Department

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November 19, 2018

Mr. Buddy Lucero, Community Development Director  
City of River Falls  
222 Lewis Street  
River Falls, WI 54022

Dear Mr. Lucero:

Thank you for the opportunity to review the proposed Cooperative Plan between the City of River Falls and the Town of Kinnickinnic.

St. Croix County has reviewed the Cooperative Plan and submits the following comments:

1. We would like to clarify that St. Croix County will continue to apply the county's Shoreland, Floodplain and Land Division ordinances in the Urban Reserve area until such time as the property is annexed into the City of River Falls based on review of State Statutes §66.0307(7m), §62.233(5), and §236.10(1)(b)3.
2. St. Croix County's reclamation standards from the County non-metallic mining regulations will continue to be applied in the Urban Reserve area until such time as the City of River Falls amends its zoning ordinance to include reclamation standards that are approved by the Wisconsin Department of Ag Trade and Consumer Protection.

Please contact me if you have any questions.

Sincerely,

Ellen Denzer  
Community Development Director  
St. Croix County

CC: Town of Kinnickinnic, Chair  
Town of Kinnickinnic, Clerk  
Kevin Grabau, St. Croix County Land Use/Code Enforcement Administrator

### Comments on CBA from John Pietenpol

This comment is dealing with the special assessments for the Water and Sewer (section 7.4.1) and Roads (section 8.4.1).

One of the concerns that I've heard from some town people is that if the City decides to do a special assessment for the addition of new water and sewer or the improvement or creation of new roads in the URA, that if a special assessment is done, then according to the CBA, the Town has to just adopt the resolution (see below). There is no recourse for those within the Town other than the public meetings held by the City and the people within the Town are not represented by the City at this time. They indicate that this is like government without representation.

"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."

Under the Roads section 8, there is multiple locations which go into detail as to who is responsible (City or Town) for the cost of road improvements. It talks about which municipality is responsible for what percentage and also outlines what happens if the reason for the updates or creation of new roads is due to a development. It also indicates that if the process for deciding who is responsible for what costs arises to a dispute, then it goes to Section 10 of this Plan to resolve the dispute.

I would like to see something added for the special assessments sections to deal with any type of disputes that people have verses the current wording which indicates that the Town has to just adopt the assessment against the town's people. This would be similar to what is already outlined under the roads if a dispute arises between the City and Town on what percentage should be payed by which municipality.

My proposal for an update to the CBA is within 7.4.1 and 8.4.1, that if a special assessment is levied by the City against people within the Town, that there is some process which allows them to first come to the Town to explain their reasons why they don't feel the assessment is appropriate and if the Town agrees with their position, then



the City and Town will meet to discuss the assessment being levied. If a dispute arises from this discussion, then it would be resolved in a similar manner as other disputes are by following Section 10 of the Plan.

If something like this can be added, I believe it will resolve one of the major concerns I've heard that people have with the current Plan.

John Pietenpol

Some examples of the sections mentioned about the cost negotiations for roads:

Under 8.1: (Maintenance)

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

Under 8.2.3 (Negotiated Responsibility)

It also discusses under 8.2.2 (New Roads) that the city can get the developer to cover the costs of most roads.

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.



## **Exhibit J**

### **DESCRIPTION OF CHANGES MADE IN RESPONSE TO PUBLIC COMMENTS RECEIVED PRIOR TO, AT, AND FOLLOWING THE JOINT PUBLIC HEARING**

In response to the comments of Pauly Cudd at the October 30, 2018 Joint Public Hearing, the City and Town agreed to change the initial zoning on the Cudd parcels (PINs 022-1090-50-000 and 022-1090-60-000) from the City's A Agricultural Zone to the I-2 Heavy Industrial Zone. Revisions were made to Sections 1.7 and 4.2.1 of the Cooperative Plan to implement this change.

## **Exhibit K**

### **DESCRIPTION OF CHANGES MADE IN RESPONSE TO THE COMMENTS RECEIVED FROM THE COUNTY ZONING AGENCY AND REGIONAL PLANNING COMMISSION.**

In response to the comments received from St. Croix County Community Development Director Ellen Denzer, dated November 19, 2018, the City and Town have agreed to amend Section 4.2.2 of the Plan, to include the statement “St. Croix County’s Shoreland, Floodplain, and Land Division ordinances will continue to be applied throughout the Town, including in the Urban Reserve Area, until such time as properties are annexed or attached to the City. In addition, the County’s non-metallic mining reclamation standards will continue to be applied until such time as the City amends its zoning ordinance to include reclamation standards approved by the Wisconsin Department of Agriculture, Trade and Consumer Protection.”

**Exhibit L**

**CITY AND TOWN RESOLUTIONS ADOPTING THE FINAL COOPERATIVE PLAN  
AND APPROVING SUBMITTAL OF THE PLAN TO DOA**

See attached



RESOLUTION NO. 2019-\_\_\_\_\_

**RESOLUTION APPROVING A COOPERATIVE  
PLAN BETWEEN THE CITY OF RIVER FALLS AND  
THE TOWN OF KINNICKINNIC**

**WHEREAS**, Section 66.0307 of the Wisconsin Statutes authorizes municipalities to enter into cooperative boundary plans, to set boundary lines between themselves and establish conditions and procedures for future changes to municipal boundaries during the planning period, for the general purpose of guiding and accomplishing a coordinated and harmonious development of the territory covered by the plan, consistent with the comprehensive plan of each participating municipality; and

**WHEREAS**, the City of River Falls and the Town of Kinnickinnic (collectively, the "Parties") prepared a proposed Cooperative Plan, dated June 19, 2018; and

**WHEREAS**, on October 30, 2018, the Parties held a joint public hearing on the proposed Cooperative Plan, during which oral comments were accepted, have considered those comments and all written comments submitted before, at, and within 20 days of the hearing, and have revised the Cooperative Plan in response to the comments received; and

**WHEREAS**, the Parties have jointly prepared and reviewed a final version of the Cooperative Plan, dated December 20, 2018.

**NOW THEREFORE BE IT RESOLVED THAT** the City Council of the City of River Falls hereby adopts the final version of the cooperative plan dated December 20, 2018, pursuant to Section 66.0307(4)(d) of the Wisconsin Statutes.

**BE IT FURTHER RESOLVED THAT** the City Administrator is hereby authorized to submit the final version of the Cooperative Plan to the Wisconsin Department of Administration for approval.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2019.

**City of River Falls**

**ATTEST:**

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

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

[On Town of Kinnickinnic letterhead]

RESOLUTION NO. 2019-

**RESOLUTION APPROVING A COOPERATIVE  
PLAN BETWEEN THE CITY OF RIVER FALLS AND  
THE TOWN OF KINNICKINNIC**

**WHEREAS**, Section 66.0307 of the Wisconsin Statutes authorizes municipalities to enter cooperative boundary plans, to set boundary lines between themselves, and establish conditions and procedures for future changes to municipal boundaries during the planning period, for the general purpose of guiding and accomplishing a coordinated and harmonious development of the territory covered by the plan consistent with the comprehensive plan of each participating municipality; and

**WHEREAS**, the City of River Falls and the Town of Kinnickinnic (collectively, the "Parties") prepared a proposed Cooperative Plan, dated June 19, 2018; and

**WHEREAS**, on October 30, 2018, the Parties held a joint public hearing on the proposed Cooperative Plan, during which oral comments were accepted, have considered those comments and all written comments submitted before, at, and within 20 days of the hearing, and have revised the Cooperative Plan in response to the comments received; and

**WHEREAS**, the Parties have jointly prepared and reviewed a final version of the Cooperative Plan, dated December 20, 2018.

**NOW, THEREFORE BE IT RESOLVED THAT** the Town Board of the Town of Kinnickinnic hereby adopts the final version of the cooperative plan, dated December 20, 2018, pursuant to Section 66.0307(4)(d) of the Wisconsin Statutes.

**BE IT FURTHER RESOLVED THAT** the Town Chairperson is hereby authorized to submit the final version of the Cooperative Plan to the Wisconsin Department of Administration for approval.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**Town of Kinnickinnic**

**ATTEST:**

\_\_\_\_\_  
**Jerry Olson, Town Chairperson**

\_\_\_\_\_  
**Nicky Thompson, Town Clerk**