CITY OF NEW RICHMOND/TOWN OF STAR PRAIRIE
COOPERATIVE PLAN
July 31, 2012

The City of New Richmond, Wisconsin, a Wisconsin municipality with offices located at 156 East First Street, New Richmond, Wisconsin 54017 (hereinafter referred to as the "City"), and the Town of Star Prairie, a Wisconsin municipality with offices located at 2118 Cook Drive, Somerset, Wisconsin 54025 (hereinafter referred to as the "Town"), enter into this cooperative plan (hereinafter "Agreement"), subject to the approval of the Wisconsin Department of Administration, under the authority of §66.0307, Wis. Stats.

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

WHEREAS, the Town and the City desire to establish a process pursuant to which certain land appropriate for urban development will over time be detached from the Town and attached to the City, and a permanent boundary line between the Town and City will be reached; 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, the Town and City further seek to establish the terms under which land that is outside of the area that will be attached to the City will be regulated or provided with services;

WITNESSETH:

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

SECTION 1
PURPOSE OF AGREEMENT

1.1 **Participating Municipalities.** The City of New Richmond and the Town of Star Prairie, adjacent municipalities located in St. Croix County, enter into and agree to be bound by this Agreement, pursuant to their authority under § 66.0307, Wis. Stats.

1.2 **Territory Subject to the Agreement.**

1.2.1 **Current Boundaries.** The municipal boundaries of the City and the Town, as of the Final Adoption Date, are shown on the map in Exhibit A.

1.2.2 **Urban Reserve Area.** The Urban Reserve Area, which is shown on Exhibit A, consists of territory in the Town situated between the City of New Richmond municipal boundaries and the Future Boundary Line. This area is subject to attachment to the City and detachment from the Town during the term of this Agreement, pursuant to the procedures contained in this Agreement. The Agreement also addresses how territory within the Urban Reserve Area will be governed by the Town and City. A metes and bounds description of the Urban Reserve Area is set forth on Exhibit A-1.

1.2.3 **Future Boundary Line.** The Town and City intend and agree that the Future Boundary Line, shown on Exhibit A, shall be the permanent and perpetual boundary line between the Town and City after the attachment of the Urban Reserve Area is complete.

1.3 **Term of the Agreement.** The provisions of the Agreement that address the Urban Reserve Area extend until the entire Urban Reserve Area is attached to the City. The provisions of the Agreement that address the establishment of the Future Boundary Line

and the regulation of territory outside of the Urban Reserve Area, which will not be attached to the City, are intended to be permanent.

1.4 **Consideration for Mutual Promises Contained in this Agreement.** The Town and City agree that this Agreement represents a political compromise between the parties. The City agrees that in exchange for the ability to attach the Urban Reserve Area to the City as provided by this Agreement, the City will forego expansion by annexation of real estate situated in the Town that is outside of the Urban Reserve Area, and will also forego the exercise of its extraterritorial zoning and subdivision control powers of this real estate in the Town that is outside of the Urban Reserve Area. The Town agrees that in exchange for the establishment of the Future Boundary Line and the City's agreement to not exercise its extraterritorial zoning and subdivision control powers over real estate located in the Town that is outside the Urban Reserve Area, the Town agrees to the detachment of the territory in the Urban Reserve Area as provided by this Agreement.

SECTION 2
DEFINITIONS

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

2.1 **"Attachment"** shall mean an alternative, agreed upon process whereby real estate is detached from the Town and attached to the City pursuant to the terms of this Agreement, in contradistinction from annexation under Ch. 66, Wis. Stats.

2.2 **"Base Map"** shall mean the map attached to this Agreement as Exhibit B, as amended over time pursuant to Subparagraph 3.3.5.

2.3 **"Contract Installer"** means a person operating on behalf of, or under an agreement with, the City, to install sewer and water mains which will ultimately be owned by or dedicated to the City. A Contract Installer may be a developer, subdivider or other type of installer.

2.4 **"Developed Parcel"** means a parcel of land created after the Final Adoption Date as a result of dividing a parcel of land that is identified by St. Croix County with a separate tax lot identification number. A Developed Parcel also means a parcel identified on the Parcel Spreadsheet (Exhibit C) as a Developed Parcel.

2.5 **"Divide"** for purposes of this Agreement shall mean a request by an owner or subdivider to divide a parcel of land which results in the creation of one or more additional parcels or building sites.

2.6 **"Effective Date"** means the date the Agreement is approved by the Wisconsin Department of Administration in accordance with § 66.0307(5), Wis. Stats.

2.7 **"Final Adoption Date"** means the date the last of the participating municipalities adopts the Agreement in accordance with § 66.0307(4)(d), Wis. Stats.

2.8 **"Future Boundary Line"** means the boundary line shown on Exhibit A, which will form the permanent boundary between the City and Town once the attachment of the Urban Reserve Area to the City is complete. The Future Boundary Line forms the exterior perimeter of the Urban Reserve Area.

2.9 **"Immediate Family"** or **"Immediate Family Member"** means the parent(s), grandparents, natural or adopted children, step-children, natural or adopted grandchildren, step-grandchildren, and spouses of immediate family members, of a property owner, who on the Final Adoption Date, owned property that is subsequently

proposed to be divided. If on the Final Adoption Date, a parcel is owned by a corporation, limited liability corporation, limited liability partnership, or similar organization, "Immediate Family" or "Immediate Family Members" means, for that parcel owned by the corporation, limited liability corporation, limited liability partnership, or similar organization on the Final Adoption Date, the majority shareholder's or majority partner's parent(s), grandparents, natural or adopted children, step-children, natural or adopted grandchildren, step-grandchildren, and spouses of immediate family members. Except as provided in the preceding sentence, a property owner that is a corporation, limited liability corporation, limited liability partnership, or similar organization has no Immediate Family Members.

2.10 **"Highway"** shall have the meaning set forth at §990.01(12), Wis. Stats., and shall include all public streets, alleys and roads.

2.11 **"Land Division"** for purposes of this Agreement shall mean the division of a parcel of land by the owner or subdivider resulting in the creation of one or more additional parcels or building sites.

2.12 **"Parcel Spreadsheet"** means the spreadsheet attached to this Agreement as Exhibit C, as amended over time pursuant to Subparagraph 3.3.5, which identifies Developed Parcels and Special Parcels in the Urban Reserve Area.

2.13 **"Special Parcel"** means a parcel that meets the criteria set forth in Subparagraph 3.3.4, and that is identified on the Parcel Spreadsheet as a Special Parcel.

2.14 **"Structure"** shall mean anything which is manmade and which is constructed or erected, the use of which requires a fixed or permanent location on the ground or attachment or placement upon something having a permanent location on or in the ground.

2.15 **"Trigger Date"** means the date on which the City will have the right to automatically attach the remainder of the land area in the Urban Reserve Area pursuant to Paragraph 3.3.

2.16 **"Urban Reserve Area"** means that area of the Town which will over time be attached to the City in accordance with this Agreement. The Urban Reserve Area is more fully described as that area within a line beginning at the eastern edge of the Star Prairie Township boundary at the intersection of STH 65 and County Road C, running west along the centerline of County Road C, then south along the centerline of 118th Street, then west along the centerline of 200th Avenue (if the path of 200th Avenue had continued to the west), then south along the centerline of 115th Street (along the path of 115th Street if it had continued to the south), then west along the centerline of 192nd Avenue, then south along 100th Street, then east on STH 64.

SECTION 3
ATTACHMENT OF URBAN RESERVE AREA TO CITY

3.1 **Types of Attachment.** The City may attach territory in the Urban Reserve Area to the City in accordance with the provisions of this Section 3. The City may not attach or annex territory in the Urban Reserve Area by any method other than that set forth in this Agreement. The City may not attach or annex territory located in the Town but outside the Urban Reserve Area.

3.2 **Property Owner Request for Attachment.**

3.2.1 **Request for Attachment.** The City may attach territory located in the Urban Reserve Area to the City if the property owners of all of the real property seeking attachment file a written petition for attachment with the City. To qualify for attachment under this

Paragraph 3.2, all of the owners of the property identified in the petition must have voluntarily joined in the petition filed with the City. The territory sought to be attached need not be contiguous to the corporate limits of the City. The City retains the right to accept or reject a petition for attachment under this Paragraph, with or without cause. The City may place conditions on its acceptance of a petition for attachment.

3.2.2 **Property Owner Request for Attachment Related to Land Division of Property.** Any property owner seeking to divide a parcel of land within the Urban Reserve Area identified by St. Croix County with a separate tax lot identification number shall attach each lot created or affected by the land division (i.e., all new lots and the remainder lot) to the City under this Paragraph 3.2, unless a lot is subject to the immediate family member exception specified in Subparagraph 4.3.4. If City approval of the land division is required, a property owner's application for attachment under this Subparagraph may be contingent upon the City also granting the property owner's request for the land division. If the City accepts a 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 500 Feet of City Water or Sewer.** Any property owner within the Urban Reserve Area proposing to construct a new building for human habitation which could be connected to City sewer or water service with a sewer or water extension of 500 feet or less shall attach the property to the City under this Paragraph 3.2. The length of a sewer or water extension equals the length of the City owned sewer or water main extension as measured along public rights-of-way, plus the length of the lateral required to reach the building from the City's main. If City

approval of the provision of City water or sewer is required, a property owner's application for attachment under this Subparagraph may be contingent upon the City also granting the property owner's request for City water or sewer service. If the City accepts a 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 request for City water or sewer service is granted. Notwithstanding the foregoing, this Subparagraph 3.2.3 shall not apply to a property owner who proposes to construct a new building for human habitation on property owned by the property owner on the Final Adoption Date, or to a property owner of a lot exempt from attachment under the immediate family exception in Subparagraph 4.3.4.

3.2.4 **Attachment Related to Failing Septic System Within 500 Feet of City Sewer.** Any property owner within the Urban Reserve Area with a failing septic system serving a building for human habitation which could be connected to City sewer service with a sewer extension of 500 feet or less shall attach the property to the City under this Paragraph 3.2. The length of a sewer extension equals the length of the City owned sewer main extension as measured along public rights-of-way, plus the length of the lateral required to reach the building from the City's main. If City approval of the provision of City sewer is required, a property owner's application for attachment under this Subparagraph may be contingent upon the City also granting the property owner's request for City sewer service. If the City accepts a petition for attachment which is contingent upon the City also granting the property owner's request for City sewer service, such attachment shall not become effective until the request for City sewer service is granted. Notwithstanding the foregoing, this Subparagraph 3.2.4 shall not apply

to a property owner with a failing septic system who owned the property on which the failing septic system is located on the Final Adoption Date, or to a property owner of a lot exempt from attachment under the immediate family exception in Subparagraph 4.3.4.

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

3.3.1 **Criteria for Automatic Attachment.** The City shall have the right to automatically attach the remainder of the land area in the Urban Reserve Area to the City, with or without the consent of affected property owners, at such time as when both (a) and (b) below have been met:

(a) Seventy percent (70%) of the land area in the Urban Reserve Area has, in combination, either

(i) been attached to the City under Paragraphs 3.2, 3.4 or 3.5, or

(ii) been identified as Developed Parcels on the Parcel Spreadsheet; and

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

3.3.2 **Identification of Developed Parcels.** The Parcel Spreadsheet shall list the parcels located in the Urban Reserve Area that are Developed Parcels as of the Final Adoption Date to be included in the 70% calculation under Subparagraph 3.3.1.

3.3.3 **Time for Attachment of Developed Parcels.** Properties identified as Developed Parcels in the Parcel Spreadsheet or on the Base Map shall not be required to attach to the City solely because they are identified as Developed Parcels. These parcels will attach to the City when any of the triggering events identified in Section 3 of this Agreement occur as to those individual parcels.

3.3.4 **Identification of Special Parcels.** The Parcel Spreadsheet shall also list Special Parcels located in the Urban Reserve Area that are not to be included in the 70% calculation

under Subparagraph 3.3.1. Special Parcels shall be excluded from the numerator and denominator of the 70% requirement calculation. A parcel may, by agreement of the City and Town, be identified as a Special Parcel on the Parcel Spreadsheet if:

(a) the parcel is owned by the County on the Final Adoption Date; or

(b) the parcel is owned by a governmental body; or

(c) the parcel is zoned with a conservancy designation; or

(d) the parcel is zoned exclusive agriculture by the County under ordinances adopted pursuant to Wis. Stat. §§ 91.71 to 91.78, or is designated as an agricultural enterprise area pursuant to Wis. Stat. §§ 91.84 to 91.86.

3.3.5 **Revisions to Identification of Parcels.** The City and Town have agreed to the identification of the Developed Parcels and Special Parcels shown in the Parcel Spreadsheet (Exhibit C) and Base Map (Exhibit B) as of the Effective Date of this Agreement. The Parcel Spreadsheet shall be updated by the Urban Reserve Commission at least once each year. A parcel which becomes a Developed Parcel shall be added to the Parcel Spreadsheet. Once a parcel is identified as a Developed Parcel on the Parcel Spreadsheet, it shall remain a Developed Parcel for purposes of the Parcel Spreadsheet and the 70% requirement. A parcel identified as a Special Parcel under Subparagraph 3.3.4(a) as of the Final Adoption Date shall remain a Special Parcel for purposes of the Parcel Spreadsheet and the 70% requirement. The identification of Special Parcels under Subparagraphs 3.3.4(b) to (f) may be revised pursuant to agreement of the City and Town. If the Parcel Spreadsheet contains inaccurate information, such information shall be corrected. The Base Map shall reflect the information contained in the Parcel Spreadsheet. If the Town and City disagree on the update of the Parcel Spreadsheet, or

the revisions of the Base Map, the parties shall meet and resolve their disagreement consistent with the spirit and intent of this Agreement. In the event a disagreement cannot be resolved by the parties, the process set forth in Section 11 shall apply.

3.3.6 **Trigger Date for Automatic Attachment.** The City shall determine the date on which the criteria set forth in Subparagraph 3.3.1 are or will be met. This date shall be referred to as the "Trigger Date." The City shall notify the Town in writing of its determination of the applicable Trigger Date. If the Town disagrees with the City's determination, it shall notify the City in writing within thirty (30) days of its receipt of the City's determination. The City and Town shall then meet and resolve their disagreement about the Trigger Date consistent with the spirit and intent of this Agreement. In the event a disagreement cannot be resolved by the parties, the process set forth in Section 11 shall apply.

3.4 **Attachment Pursuant to Town and City Agreement.** The Town and City may agree that one or more portions of the Urban Reserve Area should be attached to the City prior to the Trigger Date under Subparagraph 3.3.6. If a majority of the members of the Town Board and Common Council ratify an agreement to attach a portion of the Urban Reserve Area to the City under this Paragraph 3.4, such area shall be attached to the City with or without the consent of affected property owners. The territory to be attached need not be contiguous to the corporate limits of the City.

3.5 **Attachment of Divided Land Transferred Outside Immediate Family.** The City shall have the right to automatically attach a Developed Parcel within the Urban Reserve Area, which was allowed to be divided and developed without attachment to the City because of the exception in Subparagraph 4.3.4, if that Developed Parcel is subsequently sold or transferred outside of the Immediate Family. 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.

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

3.6.1 **Content of Required Notification.** Before adopting any attachment ordinance arising from an attachment permitted under Paragraphs 3.2, 3.3, 3.4 or 3.5, the City Clerk shall provide written notification to the Town Clerk of the City's intent to consider an attachment ordinance under the terms of this Agreement. The written notification shall include the following:

(a) For an attachment permitted under Paragraph 3.2, a copy of any petition received under Paragraph 3.2, along with the City Clerk's certification that the petition received has been signed by all the owners of record of the territory described in the petition;

(b) For an attachment permitted under Paragraph 3.3, a statement that the proposed attachment has been initiated by the City under Paragraph 3.3, along with the City Clerk's certification that the Trigger Date has been reached;

(c) For an attachment permitted under Paragraph 3.4, a statement that the proposed attachment has been initiated pursuant to an agreement between the City and Town under Paragraph 3.4;

(d) For an attachment permitted under Paragraph 3.5, a statement that the proposed attachment has been triggered by the sale of a Developed Parcel outside of the Immediate Family under Paragraph 3.5, and a copy of the recorded real estate

transfer document showing the sale or transfer of the Developed Parcel outside the Immediate Family; and

(e) For all attachments, a map or 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.

3.6.2 **Town Response to Notification.** The Town shall have thirty (30) days from its receipt of the notification from the City Clerk to file a written objection to the proposed attachment. Such objection must allege that the proposed attachment does not meet all of the necessary requirements of the applicable attachment process (Paragraph 3.2, 3.3, 3.4 or 3.5), and must specify which of those requirements are not met. Within twenty (20) days of the receipt of any such objection, the Town and City agree to meet to resolve such objection consistent with the spirit and intent of this Agreement. No action may be taken by the City to attach land from the Town until thirty (30) days after the Town Clerk receives the notification from the City Clerk of the City's intent to consider an attachment ordinance. In the event a disagreement cannot be resolved prior to the City's attachment, the attachment may proceed, subject to rescission should the dispute be resolved in the Town's favor. The dispute resolution procedures set forth in Section 11 apply to a dispute under this Paragraph.

3.7 **Notification to Property Owners Prior to Attachment.** The City agrees to give any property owner at least thirty (30) days' prior written notice before the City adopts an attachment ordinance attaching the property owner's property to the City pursuant to Paragraph 3.3, 3.4, or 3.5. Written notice shall be sent by certified mail to the person or

entity listed as the owner of record for the property on the tax assessment rolls for the property as of the date of the notice.

3.8 **City Adoption of Attachment Ordinance.** An attachment of territory to the City shall be consummated by the adoption of an attachment ordinance by the Common Council of the City. Such adoption may occur only after all the prerequisites listed in Paragraphs 3.6 and 3.7 have been met.

3.9 **Effective Date of Attachment.** Attachments to the City shall be deemed effective on the date after the day of publication of the attachment ordinance unless another date is provided in the attachment ordinance or unless Subparagraph 3.2.2 applies. The City shall file and record the attachment ordinance and any other necessary documents with the appropriate entities, including but not limited to the secretary of state and the register of deeds, as required by Wis. Stat. § 66.0307(10).

3.10 **Prohibition on Attachments Outside of Urban Reserve Area.** No property outside of the Urban Reserve Area shall ever be attached to the City. The Future Boundary Line shall form the permanent boundary between the Town and the City. The provisions of this Paragraph 3.10 shall survive termination of this Agreement.

SECTION 4
DEVELOPMENT AND LAND USE CONTROL IN THE URBAN RESERVE AREA

4.1 **Land Use Planning for Urban Reserve Area.** The City shall have control over comprehensive land use planning and official mapping within the Urban Reserve Area. In exercising its authority under this Paragraph, the City shall consider the recommendations of the Urban Reserve Commission. The City, however, is not required

to obtain the approval of the Urban Reserve Commission or Town prior to taking action under this Paragraph.

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

4.2.1 **City Zoning Ordinances.** Except as provided in Subparagraph 4.2.3, the City shall adopt zoning ordinances applicable to the land within the Urban Reserve Area, and after adoption of such zoning ordinances, all land within the Urban Reserve Area shall be zoned in compliance with City zoning ordinances. The City shall look to the City's Future Land Use and Thoroughfare Map, dated June 29, 2007, which is attached to this Agreement as Exhibit D, as a guide to establishing zoning in the Urban Reserve Area. Until such time as when the City amends its zoning ordinances to include the Urban Reserve Area, St. Croix County zoning shall remain in full force and effect. This transfer of zoning authority is authorized under §66.0307(7m), Wis. Stats. The lawful use of a structure or land existing at the time of the adoption of the City's zoning ordinance may be continued although the use does not conform with the provisions of the City's zoning ordinance, to the same extent that a nonconforming use may be continued under the City's zoning ordinance.

4.2.2 **City Zoning Decisions.** After the City adopts zoning ordinances applicable to the land within the Urban Reserve Area, the City shall have control over all zoning decisions within the Urban Reserve Area, regardless of whether the territory is attached to the City or still in the Town. In making zoning determinations within the Urban Reserve Area, the City shall follow the provisions of City ordinance, once adopted, and any applicable County ordinance. In exercising its authority under this Subparagraph, the City shall consider the recommendations of the Urban Reserve Commission. The City, however, is

not required to obtain the approval of the Urban Reserve Commission or Town prior to taking action under this Paragraph. The Town shall exercise no control over zoning decisions within the Urban Reserve Area after the Effective Date of this Agreement. Prior to the City's adoption of zoning ordinances applicable to the land within the Urban Reserve Area, the County shall have control over zoning decisions within the Urban Reserve Area. After the City's adoption of zoning ordinances applicable to land within the Urban Reserve Area, the County shall exercise no control over zoning decisions within the Urban Reserve Area, except to the extent of its authority under Subsection 4.2.3.

4.2.3 **Limited Zoning By County Prior to Attachment.** Notwithstanding Subparagraph 4.2.1, land within the Urban Reserve Area that has not yet been attached to the City shall continue to be governed by County shoreland zoning ordinances adopted under Wis. Stat. § 59.692, County floodplain zoning ordinance ordinances adopted under Wis. Stat. § 87.20, and County zoning ordinances for exclusive agriculture adopted under Wis. Stat. §§ 91.71 to 91.78, until the land is attached to the City.

4.2.4 **Enforcement of Zoning and Land Use Ordinances.** Prior to the City's adoption of zoning ordinances applicable to the land within the Urban Reserve Area, the County shall be responsible for the enforcement of all zoning and land use ordinances within the Urban Reserve Area. After the City's adoption of zoning ordinances applicable to the land within the Urban Reserve Area, the City shall be responsible for the enforcement of all zoning and land use ordinances within the Urban Reserve Area. Once the City adopts zoning ordinances applicable to the land within the Urban Reserve Area, the City shall exercise responsibility for zoning and land use control over all territory within the Urban

Reserve Area regardless of whether the territory is attached to the City or still in the Town. In exercising its authority under this Subparagraph, the City shall consider the recommendations of the Urban Reserve Commission. The City, however, is not required to obtain the approval of the Urban Reserve Commission or Town prior to taking action under this Subparagraph.

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

4.3.1 **City Ordinances.** The City shall adopt land division and subdivision ordinances applicable to the land within the Urban Reserve Area, and after adoption of such ordinances, all land divisions and subdivisions of land within the Urban Reserve Area shall be governed by the City ordinances. City land division and subdivision ordinances shall apply to the territory within the Urban Reserve Area regardless of whether the territory is attached to the City or still in the Town. No tracts of land in the Urban Reserve Area shall be divided in violation of the City's land division or subdivision ordinances.

4.3.2 **City Land Division Decisions.** The City shall have control over all land division and subdivision decisions within the Urban Reserve Area. In making land division or subdivision determinations within the Urban Reserve Area, the City shall follow the provisions of the City's ordinances. The City shall seek and consider the recommendations of the Urban Reserve Commission before deciding on land divisions or subdivisions within the Urban Reserve Area. The City, however, is not required to obtain the approval of the Urban Reserve Commission or Town prior to taking action under this Subparagraph.

4.3.3 **Attachment as a Condition of Land Division.** The City shall require that any property owner seeking to divide land within the Urban Reserve Area apply for attachment to City. The only exception to this attachment requirement is that the City may not require a lot to be created or affected by a land division (i.e., a new lot and the remainder lot) to attach to the City if either exception specified in Subparagraph 4.3.4 applies. However, the City may require as a condition of land division that a deed restriction on the lot exempt from attachment under Subparagraph 4.3.4 be recorded with the register of deeds to provide notification that if the lot is sold or transferred outside of the Immediate Family, the lot must be attached to the City in accordance with Subparagraph 4.3.4 of this Agreement. Unless an exemption applies, a property owner's request for attachment to the City in order to divide land within the Urban Reserve Area shall be made as a request for attachment under Paragraph 3.2, and shall be deemed to be a voluntary request under that Paragraph.

4.3.4 **Division for Property Owner or Immediate Family.** The attachment requirement of Subparagraph 4.3.3 shall not apply to the division of a parcel of land to provide a lot or lots for the personal use of the property owner who owned the property on the Final Adoption Date or the property owner's Immediate Family. If any lot divided for a property owner or for an Immediate Family Member is sold or transferred outside of the Immediate Family, that lot shall be attached to the City in accordance with Paragraph 3.5. Property which is divided pursuant to this Subparagraph shall be identified as a Developed Parcel, and shall count toward the calculation of the 70% requirement contained in Subparagraph 3.3.1 of this Agreement. The point in time at which a parcel shall count toward the 70% requirement shall be the point at which the parcel is divided.

If an owner of a lot that is exempt from attachment under this Subparagraph 4.3.4 chooses to hook up to City water and/or sewer, that lot must attach to the City at the time the hook up occurs.

4.3.5 **No Land Division Control by Town.** The Town shall exercise no land division or subdivision control in the Urban Reserve Area.

4.4 **Building Permits for Construction Within Urban Reserve Area.**

4.4.1 **Town's Issuance of Building Permits.** The Town shall be responsible for issuing building permits for construction of certain structures (identified below) located within the Urban Reserve Area of the Town. All building permits issued by the Town shall comply with City zoning ordinances applicable under Subparagraph 4.2.1, City land division and subdivision ordinances applicable under Subparagraph 4.3.1, City airport ordinances, 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 highways or other public facilities mapped in accord with §62.23(6), Wis. Stats.; and

(2) the new structure either (i) is not a structure for human habitation, or (ii) is a structure for human habitation that is not located within 500 feet of a City sewer main and/or water main as measured by Subparagraph 3.2.3; and

(3) any septic system installed for the structure will meet all state statutes and regulations, and will be permitted by St. Croix County.

4.4.2 **City Review of Building Permit Applications.** After the Town reviews and determines a building permit application is initially acceptable, the Town will forward that application for a building permit within the Urban Reserve Area, to the City for the City's review for compliance with City zoning ordinances applicable under Subparagraph 4.2.1, City land division and subdivision ordinances applicable under Subparagraph 4.3.1, City airport ordinances, 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 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 the spirit and intent of this Agreement.

4.4.3 **City Issuance of Building Permits After Attachment.** After property in the Urban Reserve Area is attached to the City, the City shall be responsible for issuing building permits for construction on the attached property. The Town shall have no authority to issue building permits for construction on property attached to the City.

4.5 **Septic System Regulation.** The County shall retain responsibility for the regulation and permitting of existing septic systems within the Urban Reserve Area, and septic systems allowed to be installed in the Urban Reserve Area pursuant to the terms of this Agreement. The County's sanitary ordinance is not a zoning ordinance under this Agreement.

SECTION 5
DEVELOPMENT AND LAND USE CONTROL OUTSIDE OF THE URBAN RESERVE AREA

5.1 **No Extraterritorial Land Use Controls by City Outside of Urban Reserve Area.** After the Effective Date of this Agreement, the City shall no longer exercise extraterritorial subdivision and zoning controls with respect to territory located in the Town, but outside of the Urban Reserve Area. The preceding sentence shall apply even if the area subject to the City's extraterritorial zoning and subdivision authority expands due to increase in the City's population pursuant to § 62.23(7a)(a), Wis. Stats., or any other authority authorizing such expansion. The provisions of this Paragraph 5.1 shall survive termination of this Agreement.

SECTION 6
REVENUE SHARING

6.1 **Revenue Sharing for Attached Property.** The City shall share tax revenues attributable to real estate attached to the City under this Agreement with the Town. The City's obligation to share tax revenues shall be applicable to each parcel attached to the City under this Agreement, and shall extend for five (5) years following the parcel's attachment to the City. The annual dollar amount of revenue sharing attributable to an attached parcel shall equal the dollar amount of property taxes that the Town levied on

the attached parcel in the year in which the attachment occurred. By January 1 of each year, the Town shall send the City a notice setting forth the total amount of tax revenue sharing due to the Town pursuant to this Agreement. This obligation to share tax revenue on attached parcels shall survive the expiration of this Agreement until the full five (5) years of payments for each attached parcel have been completed.

SECTION 7
SANITARY SEWER AND WATER SERVICES

7.1 **General.** The City owns and operates both a sanitary sewer and public water supply system. Except as provided in the Water Service Agreement between the Town of Star Prairie and the City of Richmond (a copy of which is attached as Exhibit E), and any other subsequent agreement separately agreed to by the City, only property located within the City's corporate limits shall be eligible for connection to the City's sanitary sewer and public water supply systems.

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 Urban Reserve Commission concerning water and sewer service to properties within the Urban Reserve Area proposed to be attached to the City before making its decision.

7.2.3 **Water Connection Fee.** Each lot which is connected to City water service shall pay a connection fee to the City. Fees assessed by the City for connection shall be paid in advance of connection to the City's water system. The fees assessed shall take into account the capital costs of City water service, and shall be the same as fees charged to lots located within the City. Payment of the water connection fee may be a condition to the City's acceptance of an attachment. If City water service is not immediately provided, the City may, as a condition to the City's acceptance of an attachment, require the property owner to enter into a written agreement to pay the water connection fee at the time the lot is connected to City water service. The written agreement shall be recorded with the register of deeds, and shall run with the land.

7.2.4 **Sewer Connection Fee.** Each lot which is connected to City sewer service shall pay a connection fee to the City for each sewer connection. In addition, all property to which City sewer service is extended shall be charged a sewer access charge for treatment facilities/main lift. The fees charged to a property shall be determined based upon that property's use, and shall be consistent with City studies, including but not limited to the City's Planning and Development Study, Impact Fee Needs Assessment, dated March 2002, and the City's Sewer Area Charge (SAC) Procedural Manual, dated October 2002. Fees assessed by the City for connection shall be paid in advance of connection to the City's sewer system. The fees assessed shall take into account the capital costs of City sewer service, and shall be the same as fees charged to lots located within the City.

Payment of the sewer connection fee may be a condition to the City's acceptance of an attachment. If City sewer service is not immediately provided, the City may, as a condition to the City's acceptance of an attachment, require the property owner to enter into a written agreement to pay the sewer connection fee at the time the lot is connected to City sewer service. The written agreement shall be recorded with the register of deeds, and shall run with the land.

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 Agreement, 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 highway rights-of-way in the Urban Reserve Area so as to facilitate provision of sewer and water service to parcels in the Urban Reserve Area. The Town agrees that as a matter of course it shall agree to allow the City or a Contract Installer to install and maintain sewer and water mains at the requested locations with the Town right-of-way, provided the City or Contract Installer repair any damage caused to the Town highway by the installation of such sewer or water mains. The scope of this repair obligation shall be to restore each damaged Town highway to its condition immediately prior to the time of the construction activity. The City agrees that the Town may require a Contract Installer to post a letter of credit to the Town in the amount of one hundred percent (100%) of the estimated cost of the repair and restoration of the Town

highway. 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 **Construction Meeting with Town.** The City agrees to conduct a pre-construction meeting with the Town prior to commencement of any project involving extension of City water or sewer mains and appurtenances within the Town. For any project requiring closure of a Town highway for a time period exceeding twelve (12) hours, the City shall prepare and propose a plan for notice to affected Town residents and providing alternate routes of access during the closure. Such plan shall be subject to Town approval, which approval shall not be unreasonably withheld.

7.4 **Cost of Water and Sewer Mains Extensions in the Urban Reserve Area.**

7.4.1 **City Authority for Funding Extensions.** The City may fund the cost of water and sewer main extensions in the Urban Reserve Area in accordance with any method allowed by Wisconsin law.

7.4.2 **Developer Agreements.** The City may enter into a development agreement with a developer requesting water and sewer main extension which requires the developer to fund some or all of the costs of the water and sewer main extensions. The City may agree in any such development agreement to a reimbursement procedure for such developers as provided in § 66.0821(2), Wis. Stats., should additional parcels connect to the water or sewer main extension in the future.

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

7.5.1 **City Assessment.** The City may levy and collect special assessments for special benefits conferred upon property benefitted by water and/or sewer main extensions. In levying

the special assessments, the City shall follow the Wisconsin statutory requirements. All necessary notices, documents and reports necessary to impose such special assessments shall be prepared by the City at its expense. The City shall also be responsible for conducting any required public hearings for such assessments at a noticed meeting. The assessment methodology used to levy the assessments shall be fair and reasonable.

7.5.2 **Special Assessment of Property Located in the Urban Reserve Area of the Town.** In levying a special assessment under this Paragraph 7.5, the City may include property located in the Urban Reserve Area of the Town in the proposed special assessment district, if the property is benefitted by the sewer and/or water main extension. If the City includes property located in the Urban Reserve Area of the Town in the special assessment district, the Town agrees to adopt a resolution approving the levy of special assessments by the City upon the benefitted properties in accord with §66.0707(1), Wis. Stats. The City shall defer any special assessments levied on the benefited properties in the Urban Reserve Area of the Town without interest until the benefited properties attach to the City and hook up to the City mains or extensions. The right to collect the deferred special assessments shall survive termination of this Agreement.

7.6 **Town Ordinance on Failing Septic Systems Within 500 Feet of City Sewer.** The Town agrees to adopt an ordinance, pursuant to §281.45, Wis. Stats., requiring a property owner in the Urban Reserve Area to connect a building for human habitation to the City sewer system if the property is served by a failing septic system and the building could be connected to City sewer service with a sewer extension of 500 feet or less. The length of a sewer extension equals the length of the City owned sewer main extension as measured along public rights-of-way, plus the length of the lateral required to reach the building

from the City's main. The Town's ordinance may provide an exception for a property owner with a failing septic system who owned the property on which the failing septic system is located on the Final Adoption Date, and for a property owner of a lot exempt from attachment under the immediate family exception in Subparagraph 4.3.4.

SECTION 8
HIGHWAYS IN THE URBAN RESERVE AREA

8.1 **Maintenance, Repair and Reconstruction of Highways.**

8.1.1 **Town Responsibility.** The Town shall be responsible for the costs of maintenance and repair of highways in the Urban Reserve Area remaining under the control of the Town. The Town shall also be responsible for the costs of reconstruction of highways in the Urban Reserve Area remaining under the control of the Town, unless such reconstruction is advisable under generally accepted standards for roadway 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 **City Responsibility.** The City shall be responsible for the costs of any maintenance, repair and reconstruction of highways 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 costs of any reconstruction of highways in the Urban Reserve Area if such reconstruction is advisable under generally accepted standards for roadway 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. If the reconstruction is required because of a

development, the City may enter into a development agreement which requires the developer to pay for the highway reconstruction costs.

8.1.3 **Negotiated Responsibility.** The maintenance and repair of highways in or forming the boundary of the Urban Reserve Area in which one-half of the highway is located in the Town and the other half of the highway is located in the City shall be shared by the Town and City. The reconstruction of highways in the Urban Reserve Area in which one-half of the highway is located in the Town and the other half of the highway is located in the City shall also be shared by the Town and City, unless such reconstruction is advisable under generally accepted standards for roadway 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. The Urban Reserve Commission shall provide recommendations on how the responsibility and costs should be shared between the Town and City. In the event the parties are not able to reach agreement on the sharing of responsibility and costs, either party may provide written notice of a dispute to the other, and the dispute resolution process set forth in Paragraphs 11.3 to 11.5 shall apply.

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

8.2.1 **Town Responsibility.** The Town shall be responsible for the construction costs of portions of new highways which will adjoin the Town on both sides, unless such construction is advisable under generally accepted standards for roadway 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 highways and agree to assume the construction costs for such new highway.

8.2.2 **City Responsibility.** The City shall be responsible for the construction costs of highways 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 highways in the Urban Reserve Area if such construction is advisable under generally accepted standards for roadway 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 highway construction costs.

8.2.3 **Negotiated Responsibility.** The construction of highways in or forming the boundary of the Urban Reserve Area in which one-half of the highway is located in the Town and the other half of the highway is located in the City shall be shared by the Town and City, unless such construction is advisable under generally accepted standards for roadway 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. The Urban Reserve Commission shall provide recommendations on how the responsibility and costs should be shared between the Town and City. In the

event the parties are not able to reach agreement on the sharing of responsibility and costs, either party may provide written notice of a dispute to the other, and the dispute resolution process set forth in Paragraphs 11.3 to 11.5 shall apply.

8.2.4 **Reimbursement Following Attachment.** In the instance of the attachment of land that includes roadways and/or rights of ways that have been improved and/or reconstructed by the Town during the time this Boundary Line Agreement is in effect, the amount the City will reimburse the Town for these improvement/reconstruction expenses will be determined by the Urban Reserve Commission with final approval by the Town Board and the City Council.

8.3 **Highway Construction and Reconstruction Standards.** Highways 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.

8.4 **Special Assessments for Highway Costs.**

8.4.1 **City Assessment.** The City may levy and collect special assessments for special benefits conferred upon property benefitted by highway construction. In levying the special assessments, the City shall follow the Wisconsin statutory requirements. All necessary notices, documents and reports necessary to impose such special assessments shall be prepared by the City at its expense. The City shall also be responsible for conducting any required public hearings for such assessments at a noticed meeting. The assessment methodology used to levy the assessments shall be fair and reasonable.

8.4.2 **Special Assessment of Property Located in the Urban Reserve Area of the Town.** In levying a special assessment under this Paragraph 8.4, the City may include property

located in the Urban Reserve Area of the Town in the proposed special assessment district, if the property is benefitted by the highway construction. If the City includes property located in the Urban Reserve Area of the Town in the special assessment district, the Town agrees to adopt a resolution approving the levy of special assessments by the City upon benefitted properties in accord with §66.0707(1), Wis. Stats. The City shall defer the special assessments levied on benefited properties in the Urban Reserve Area of the Town, without interest, until such benefited properties attach to the City and access the highway. The right to collect the deferred special assessments shall survive termination of this Agreement. Special assessments of property located in the Town, but outside the Urban Reserve Area, are governed by Wis. Stat. § 66.0707 and not this Paragraph.

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. Real estate 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 on an as needed basis throughout the term of this Agreement to facilitate such provision of services.

9.2 **Fire Protection.** Fire protection is provided in accordance with a pre-existing mutual agreement between the Town and the City. A copy of the latest mutual fire service agreement between the Town and City is attached as Exhibit F. The parties agree that the

mutual fire service agreement may be amended without requiring an amendment to the Agreement.

SECTION 10
URBAN RESERVE COMMISSION

10.1 **Establishment of Urban Reserve Commission**. The City and the Town agree to establish an Urban Reserve Commission to provide recommendations to the City and Town on the development and services in the Urban Reserve Area, and to update the Parcel Spreadsheet and Base Map. The Urban Reserve Commission shall be composed of six (6) members, one-half of which shall be appointed by the Mayor of the City with the approval of the City Council, and one-half of which shall be appointed by the Town Chairperson with the approval of the Town Board. Members shall serve at the pleasure of their appointing authority. This Urban Reserve Commission is created pursuant to § 66.0301, Wis. Stats.

10.2 **Purpose of Urban Reserve Commission**. The purpose of the Urban Reserve Commission is to encourage cooperation between the City and the Town, and to promote decision-making that is compatible with the future development plans and goals of both the City and the Town.

10.3 **Organization and Costs**. Organization of the Urban Reserve Commission, to the extent not set forth herein, shall be separately agreed upon. The cost of the Commission shall be split equally between the Town and the City.

10.4 **Powers and Duties**. The Commission shall have the powers and duties set forth in Subparagraphs 10.4.1 to 10.4.6.

10.4.1 **Review of Land Division and Subdivision Ordinances.** The Commission shall review the City's proposed land division and subdivision ordinances for the Urban Reserve Area and provide the City with recommendations on the proposed ordinances. The Commission shall provide recommendations with the goal of harmonizing existing City extraterritorial subdivision provisions with existing Town and county subdivision provisions.

10.4.2 **Review of Proposed Land Divisions and Subdivisions.** The Commission shall review proposed land divisions and subdivisions and make recommendations to the City regarding any land divisions, or subdivision plats or maps covering property within the Urban Reserve Area.

10.4.3 **Recommendations Regarding Water and Sewer Service.** The Commission shall provide recommendations to the City on whether new subdivisions of land in the Urban Reserve Area should be served by City water and/or sewer, or whether sewage disposal services should be provided by means of a COMM 83 system.

10.4.4 **Recommendations Regarding Highways.** Upon the request of the Town Board or Common Council, the Commission shall review the jurisdiction over highways in the Urban Reserve Area and make recommendations to the Town and City as to the advisability of transferring jurisdiction between the parties to facilitate economy in the maintenance, repair, and reconstruction of highway segments. The Commission shall also make recommendations to the Town and City as to how the responsibility and costs of highway maintenance, repair, construction and reconstruction should be shared between the Town and City in the event Subparagraph 8.1.3 or 8.2.3 applies.

10.4.5 **Recommendations Regarding Locations of Water and Sewer Extensions.** The Commission shall review and provide recommendations on the proposed routes for City water and sewer main extensions in Town highway rights-of-way.

10.4.6 **Update of Parcel Spreadsheet and Base Map.** The Commission shall update the Parcel Spreadsheet and Base Map as provided in Subparagraph 3.3.5.

SECTION 11
ENFORCEMENT/DISPUTE RESOLUTION

11.1 **Remedies.** This Agreement is intended to provide each party with the right and standing to challenge in Court any act or omission which violates this Agreement. This Agreement is intended to provide each party with the right and standing to seek any available legal and equitable remedy to enforce this Agreement and to seek damages for the breach of this Agreement.

11.2 **Notice of Breach/Dispute.** If a party to this Agreement believes that the other party is in breach of this Agreement, the aggrieved party shall promptly serve written notice of said breach upon the other party.

11.3 **Initial Meeting.** The parties shall meet promptly 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 accomplishing the intent of this Agreement. If necessary, the parties shall negotiate appropriate amendments of this Agreement to maintain, as closely as possible, the original terms, intent and balance of benefits and burdens of this Agreement. Failure or refusal of a party to meet promptly and attempt in

good faith to resolve any dispute shall be deemed a waiver by such party of any right to recover any litigation expenses or attorney fees other than statutory costs; provided, however, that good faith shall not require an amendment of this Agreement.

11.4 **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.

11.5 **Limitation on Commencement of Civil Action.** No civil action may be commenced until after completion of the process set forth in Paragraphs 11.2 to 11.4, 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. Except as otherwise provided in this Agreement, the prevailing party in any court action concerning an alleged breach of this Agreement shall be entitled to recover from the other party its reasonable costs and expenses of litigation, including reasonable actual attorney's fees.

11.6 **Waiver of Notice of Claim.** This Paragraph is intended by the parties to waive their respective statutory right to any further notice under §893.80(1)(a), Wis. Stats., to the extent said subsection is applicable.

SECTION 12
MISCELLANEOUS TERMS AND CONDITIONS

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

12.2 **Administration.** This Agreement shall be administered on behalf of the Town, by the Town Chairperson or designee, and on behalf of the City, by the City Administrator or designee. The appointment of a designee must be in writing, and the other party to this Agreement must be notified in writing of the appointment.

12.3 **No Challenges to this Agreement.** The City and the Town hereby waive any right each may have to commence or maintain any civil action or other proceeding to contest, invalidate or challenge this Agreement or any of the actions required or permitted by it, or take any actions, either directly or indirectly, to oppose in any other way, or to initiate, promote or support the opposition of this Agreement or any of the actions required or permitted by it.

12.4 **Amendment.** The procedure for amendment of this Agreement is found in §66.0307(8), Wis. Stats.

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

12.6 **Severability.** The provisions of this Agreement, and the individual parts of each such provision, shall be severable. In the event that any provision of this Agreement, or any part thereof, is held by a court of competent jurisdiction to be invalid or ineffective, the

balance of this Agreement shall survive. In such event, the parties shall promptly meet to discuss how they might satisfy the intent of this Agreement by alternative means.

12.7 **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 entitled to enact and/or enforce by this Agreement is adjudged by any court of competent jurisdiction to be invalid or ineffective, in whole or in part, the parties shall promptly meet to discuss how they might satisfy the intent of this Agreement by alternative means, including, without limitation, enacting another ordinance designed to satisfy the court's objections. The parties shall use their best efforts to find, design and implement a means of successfully accomplishing the intent of this Agreement. If necessary, the parties shall negotiate appropriate amendments of this Agreement to maintain, as closely as possible, the original terms, intent and balance of benefits and burdens of this Agreement. In the event the parties are not able to reach agreement, either party may provide written notice of a dispute to the other, and the dispute resolution process set forth in Paragraphs 11.3 to 11.5 shall apply.

12.8 **Successors.** This Agreement shall benefit and be binding upon the successors of the Town, including any portion which may hereinafter be incorporated or consolidated upon the City. Successors include, but are not limited to, a city, village or town being a party to a consolidation, and any other governmental entity which may govern the Urban Reserve Area.

12.9 **Implementation.** The Town and City shall each take such actions as may be necessary or desirable to implement and effectuate the provisions and intent of this Agreement.

12.10 **References.** Any references in this Agreement to any particular agency, organization or official shall be interpreted as applying to any successor agency, organization or official or to any other agency, organization or official to which contemplated functions are transferred by statute or ordinance. Any references in this Agreement to any particular statute or ordinance shall be interpreted as applying to such statute or ordinance as recreated, amended or renumbered from time to time.

12.11 **Paragraph Titles.** Paragraph titles in this Agreement are provided for convenience only and shall not be used in interpreting this Agreement.

12.12 **Interpretation.** This Agreement shall be interpreted as though jointly drafted by the parties.

12.13 **Notices.** All notices required by or relating to this Agreement shall be in writing. Each notice shall specifically refer to this Agreement by name and shall refer specifically to the number of the paragraph(s) or subparagraph(s) to which the notice relates. Any such notice shall be delivered in person to the clerk of the party receiving the notice or to the person apparently in charge of the clerk's office during normal business hours, or shall be mailed to such clerk by certified mail, return receipt requested (or equivalent private delivery service). Each notice to the Town shall be addressed to the Town Clerk, Town of Star Prairie, 2118 Cook Drive, Somerset, Wisconsin 54025. Each notice to the City shall be addressed to the City Clerk, City of New Richmond, 156 E. 1st Street, New Richmond, Wisconsin 54017. Each party may change its address (or add addresses for facsimile, electronic mail or other communications media), for purposes of this Agreement, by written notice to the other party pursuant to this paragraph. Each notice

shall be effective upon delivery in person, or mailing or upon actual receipt without regard to the method of transmission, whichever occurs first.

12.14 **Recording of Agreement with Register of Deeds.** This Agreement shall be recorded with the St. Croix County register of deeds. The recording of this Agreement shall provide notice to all property owners within the Urban Reserve Area of the provisions of this Agreement which shall run with the land.

SECTION 13
COMPLIANCE WITH STATUTORY REQUIREMENTS

13.1 **Initial Authorizing Resolutions.** Section 66.0307(4)(a), Wis. Stats., requires that initial authorizing resolutions for the preparation of a cooperative plan 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. Copies of the City's and Town's initial authorizing resolutions are found at Exhibit G.

13.2 **Affidavit of Mailing Notice.** Section 66.0307(4), Wis. Stats., requires that copies of the authorizing resolutions be sent to the Wisconsin Department of Administration, Wisconsin Department of Natural Resources, Wisconsin Department of Agriculture, Trade and Consumer Protection and Wisconsin Department of Transportation; the clerks of any municipality, school district, vocational technical and adult education district, sewer or sanitary district which has any part of its territory within five (5) miles of a participating municipality; the clerk of each county in which a participating municipality is located; and, any county zoning agency or regional planning commission whose

jurisdiction includes a participating municipality. A copy of an affidavit attesting to the mailing of copies of the authorizing resolutions to the above parties is found at Exhibit H.

13.3 **Affidavit of Publication of Public Hearing Notice.** Section 66.0307(4)(b), Wis. Stats., require the participating municipalities to hold a joint public hearing on the proposed cooperative plan. A copy of an affidavit evidencing that a Class 3 notice for the joint public hearing was published is found at Exhibit I. The City and the Town held a joint public hearing on the Agreement, on the 27th day of March, 2012,

13.4 **Record of Public Participation and Comment.** Section 66.0307(4)(c) and (d), Wis. Stats., require the participating municipalities to receive and consider public comments prior to adopting the cooperative plan. Public comments were received prior to, at, and following the joint public hearing. A summary of the public comments is found at Exhibit J. A list of the changes made in response to public comments is found at Exhibit K.

13.5 **Record of Comments from County or Regional Planning Commission.** Section 66.0307(4)(c) and (d), Wis. Stats., require the participating municipalities to receive and consider comments from the county zoning agency or regional planning commission on the proposed plan's effect on the master plan adopted by the regional planning commission, or development plan adopted by the county, and on the delivery of municipal services. A copy of the comments received from the county zoning agency or regional planning commission is found at Exhibit L. A list of the changes made in response to the comments is found at Exhibit M.

13.6 **Resolutions Indicating Adoption and Authorizing Transmittal of the Cooperative Plan to the State.** Section 66.0307(4)(d), Wis. Stats., requires each participating municipality to adopt a resolution adopting a final version of the plan. Copies of the

City's and Town's resolution indicating adoption of the Agreement, and authorizing transmittal of the Agreement to the Wisconsin Department of Administration for review are found at Exhibit N. Each resolution is dated and signed by the chief elected official and attested by the clerk from each participating municipality.

13.7 **Consistency with Comprehensive Plans.** This Agreement is consistent with the comprehensive plans of the City and Town and serves the interest of both jurisdictions.

13.7.1 **Consistency with City's Comprehensive Plan.** The City's comprehensive plan ("City Plan") was adopted on May 9, 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 Star Prairie, in order to guide where certain types of development occur and to preserve open space to the extent possible. The Housing Element 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 sewer service area is to be developed with public sewer and water. This is reinforced by the Utilities and Community Facilities Element section of the City Plan which establishes the study area for community facilities such as public sewer and water and further establishes that an objective is to have subdivisions served by public sewer and water or be designed to accommodate the eventual provision of these public services. This Cooperative Agreement fulfills the goal of the City Plan to enter into a boundary agreement with the Town of Star Prairie, and to establish defined areas for future development with public water and sewer. The Cooperative Agreement identifies the Urban Reserve Area as the

area that will be developed over time with a density able to support the installation and provision of public water and sewer,

13.7.2 **Consistency with Town's Comprehensive Plan.** The Town's comprehensive plan ("Town Plan") was adopted on September 9, 2010. In the Town Plan, the Town anticipated the Town and City would enter into this Cooperative Agreement, and therefore the Town Plan was prepared to be consistent with the Cooperative Agreement. The Intergovernmental Cooperation Section of the Town Plan recognizes as a Town goal the establishment of mutually beneficial intergovernmental relations with surrounding jurisdictions, and the development and implementation of boundary and annexation agreements with the City of New Richmond and villages of Somerset and Star Prairie. The Land Use Section of the Town Plan recognizes the area identified as the Urban Reserve Area in this Agreement as the location where a boundary agreement would make sense, and this area is further identified on the Town's future land use map as an area to be covered by the Cooperative Agreement.

Dated this 20 day of August, 2012

CITY OF NEW RICHMOND

Fred Horne, Mayor

Michael P. Darrow, City Administrator

TOWN OF STAR PRAIRIE

Doug Riward, Town Chairman

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LIST OF ATTACHMENTS

Exhibit A	A copy of a map which shows (a) the municipal boundaries of the City and the Town, as of the Final Adoption Date; (b) the Urban Reserve Area; and (c) the Future Boundary Line.	Subpars. 1.2.1, 1.2.2, and 1.2.3
Exhibit A-1	A metes and bounds description of the Urban Reserve Area	Subpar. 1.2.2
Exhibit B	Base Map which shows the Developed Parcels and Special Parcels	Par. 2.2
Exhibit C	Parcel Spreadsheet which identifies the Developed Parcels and Special Parcels in the Urban Reserve Area	Par. 2.10
Exhibit D	City's Future Land Use and Thoroughfare Map, dated June 29, 2007, which is attached	Par. 4.2.1
Exhibit E	Water Service Agreement between the Town of Star Prairie and the City of Richmond	Par. 7.1
Exhibit F	A copy of the mutual fire service agreement between the City and Town.	Par. 9.2
Exhibit G	Copies of the City's and Town's initial authorizing resolutions for the preparation of a cooperative plan. 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.	Par. 13.1
Exhibit H	A copy of an affidavit attesting to the mailing of copies of the authorizing resolutions 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.	Par. 13.2
Exhibit I	A copy of an affidavit evidencing that a Class 3 notice for the joint public hearing was published.	Par. 13.3
Exhibit J	A summary of the public comments received prior to, at, and following the joint public hearing.	Par. 13.4
Exhibit K	A list of the changes made in response to public comments received prior to, at, and following the joint public hearing.	Par. 13.4
Exhibit L	A copy of the comments received from the county zoning agency or regional planning commission.	Par. 13.5
Exhibit M	A list of changes made in response to the comments received from the county zoning agency or regional planning commission.	Par. 13.5

Exhibit N	Copies of the City's and Town's resolution indicating adoption of the Agreement, and authorizing transmittal of the Agreement to the Wisconsin Department of Administration for review. Each resolution is dated and signed by the chief elected official and attested by the clerk from each participating municipality.	Par. 13.6

Exhibit A

City of New Richmond & Township of Star Prairie Boundary

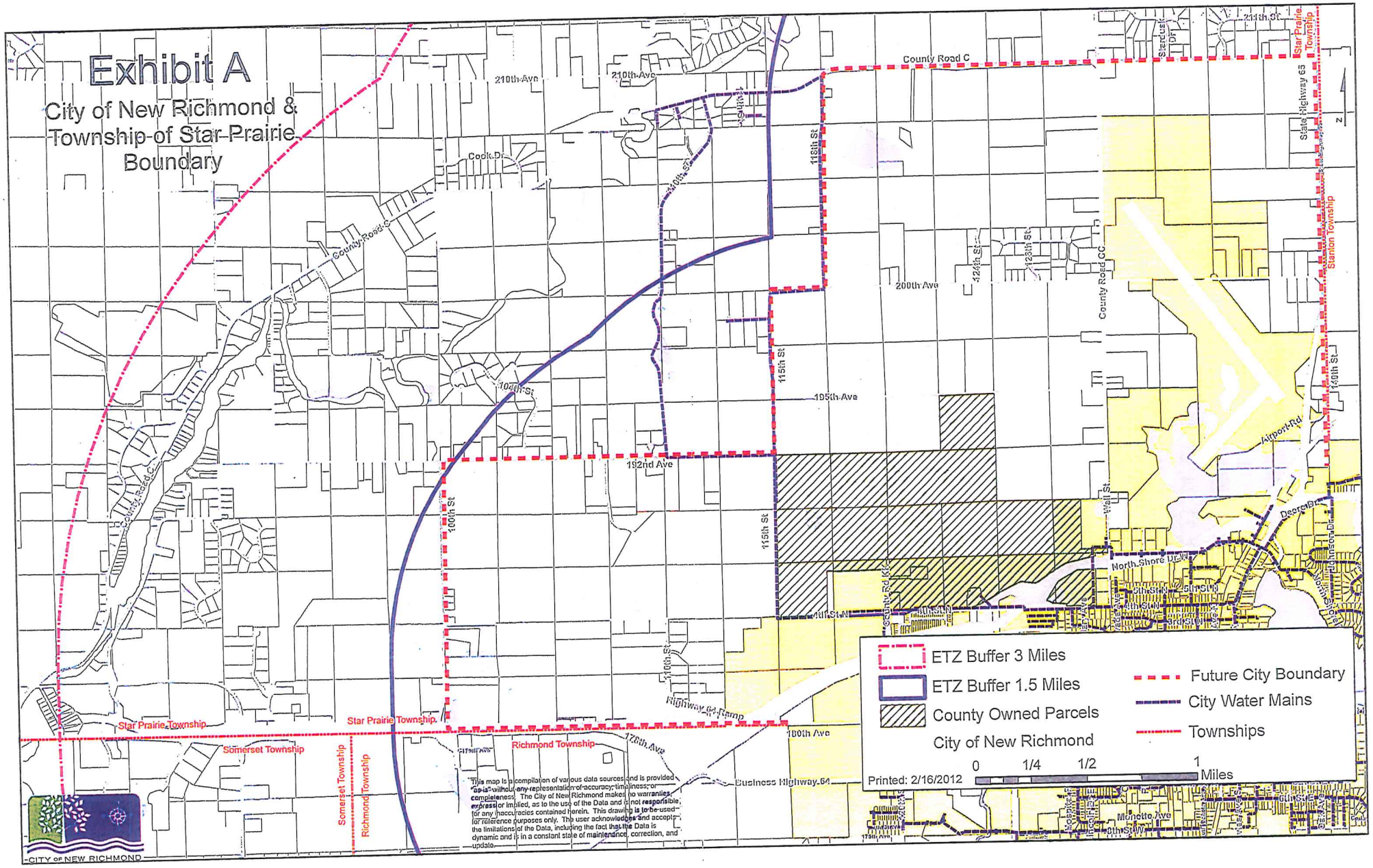


EXHIBIT A-1
LEGAL DESCRIPTION

All that part of Sections 22, 23, 24, 25, 26, 27, 28, 33, 34, 35 and 36 in Star Prairie Township, Township 31 North, Range, 18 West, St. Croix County, Wisconsin, described as follows:

Section 22: E½ of NE¼ and E½ of SE¼.

Section 23: All of Section 23.

Section 24: N½ of NW¼, NE¼, E½ of SE¼ and that part of the NW¼ of SE¼ included in the following parcel: Commencing at the East ¼ corner of Section 24; thence S0°E 717.38 feet; thence S89°W to the West line of the NW¼ of SE¼; thence North to the Northwest corner; thence East along North line of N½ SE¼ to point of beginning.

Section 25: Lot 1 of Certified Survey Map recorded in Volume 8, page 2154, and

Part of the SW¼ of SW¼ of Section 25 and part of NW¼ of NW¼ of Section 36 described as follows: Commencing at the Northeast corner of that certain parcel of land described in Volume 2 of CSM's, page 308, as Document No. 335989; thence South 89°57'00" West along the North line of said CSM 128.17 feet; thence North 00°06'24" East, 260.13 feet; thence North 89°51'40" East 228.30 feet; thence South 00°00'55" West, 897.27 feet; thence North 89°06'05" West, 100 feet to the Southeast corner of said CSM; thence North 00°02'05" West, 635.13 feet to the point of beginning. And

Lot 1 of Certified Survey Map filed in Volume 2, page 387 and a parcel beginning at the NE corner of said CSM; thence South 88°; thence East 210 feet; thence South 208 feet; thence N 88° West 210 feet; thence North 208 feet to the point of beginning. And

The SW¼ of NW1/4 and

The NW¼ of NW¼ EXCEPT Lot 1 of CSM filed in Volume 16, page 4436 and except part deed to City of New Richmond. And

The W½ of NE¼ of NW¼, EXCEPT part deeded to City of New Richmond. And

The SE¼ of NW¼ EXCEPT East 417.56 feet. And

The NW¼ of NE¼ EXCEPT part deeded City of New Richmond. and

The NE¼ of the NE¼. and

The SE¼ of NE¼ EXCEPT part deeded City of New Richmond. And

The S½ of NE¼ of SE¼ EXCEPT part deeded to City of New Richmond. And

A parcel commencing at the East ¼ corner; thence Sourth 322.7 fee; thence South 89° West 568.4 feet; thence N 39° West 27.5 feet to the West right of way of Hwy 65 and point of beginning; thence North 39° West 204.2 feet; thence North 7° West 155.15 feet; thence S 89° East 210.4 feet; thence South 11° West 255.42 feet; thence 60.73 feet to the point of beginning. And

A parcel commencing at the East ¼ corner; thence South 322.7 feet; thence West 417.85 feet to Easterly right of way of Hwy 65; thence North 7° East 156.75 feet; thence N 5° East 174.55 feet; thence E 378.7 feet to the point of beginning. And

A parcel commencing at the Southeast corner of N½ of NE¼of SE¼; thence North 334 feet; thence West 231.68 feet to the point of beginning; thence West 336.72 feet; thence South 42° East 447.3 feet; thence East to the West line of CSM in Volume 2, page 438; thence North 332.59 feet to the point of beginning. And

Lot 1 of CSM in Volume 2, page 438.

Section 26: All of Section 26.

Section 27: S½ of SW¼, NE¼ and SE¼.

Section 28: S½ of SW¼ and S½ of SE¼.

Section 33: All of Section 33.

Section 34: NW¼, N½ of NE¼, SW¼ of NE¼ (except part), W½ of SW¼ and a parcel described as: Commencing at the Northwest corner of the E½ of the SW¼; thence East 54 rods; thence South 16 rods; thence West 26 rods; thence South 34 rods; thence West 28 rods; thence North 50 rods to the point of beginning.

Section 35: NW¼ of NW¼, NE¼ of NW¼ and NW¼ of NE¼

Section 36: Lot 1 of Certified Survey Map recorded in Volume 8, page 2154 and
A parcel of land located in the NW¼ of NW¼ described as follows: Commencing at the West Quarter corner of Section 36; thence North along the West line 1905 feet to the point of beginning; thence continuing North along said West line 628.35; thence N 89°57' East, 380 feet; thence South 634.88 feet; thence North 89°04' West, 380.04 feet to the point of beginning, being a part of Lot 1 of CSM filed in Volume 2, page 308, Document No. 335989. and

Part of the SW¼ of SW¼ of Section 25 and part of NW¼ of NW¼ of Section 36 described as follows: Commencing at the Northeast corner of that certain parcel of land described in Volume 2 of CSM's, page 308, as Document No. 335989; thence South 89°57'00" West along the North line of said CSM 128.17 feet; thence North 00°06'24" East, 260.13 feet; thence North 89°51'40" East 228.30 feet; thence South 00°00'55" West, 897.27 feet; thence North 89°06'05" West, 100 feet to the Southeast corner of said CSM; thence North 00°02'05" West, 635.13 feet to the point of beginning.

EXHIBIT B

Star Prairie / New Richmond Boundary Agreement BASE MAP

Legend

Proposed Boundary Agreement

Parcels Within Boundary Agreement

CHECK

- Developed
- Undeveloped
- Special
- Municipal Boundary

N W E S

Source: 2009 St. Croix County Assessment Records, St. Croix County Planning & Zoning Department. February 2012

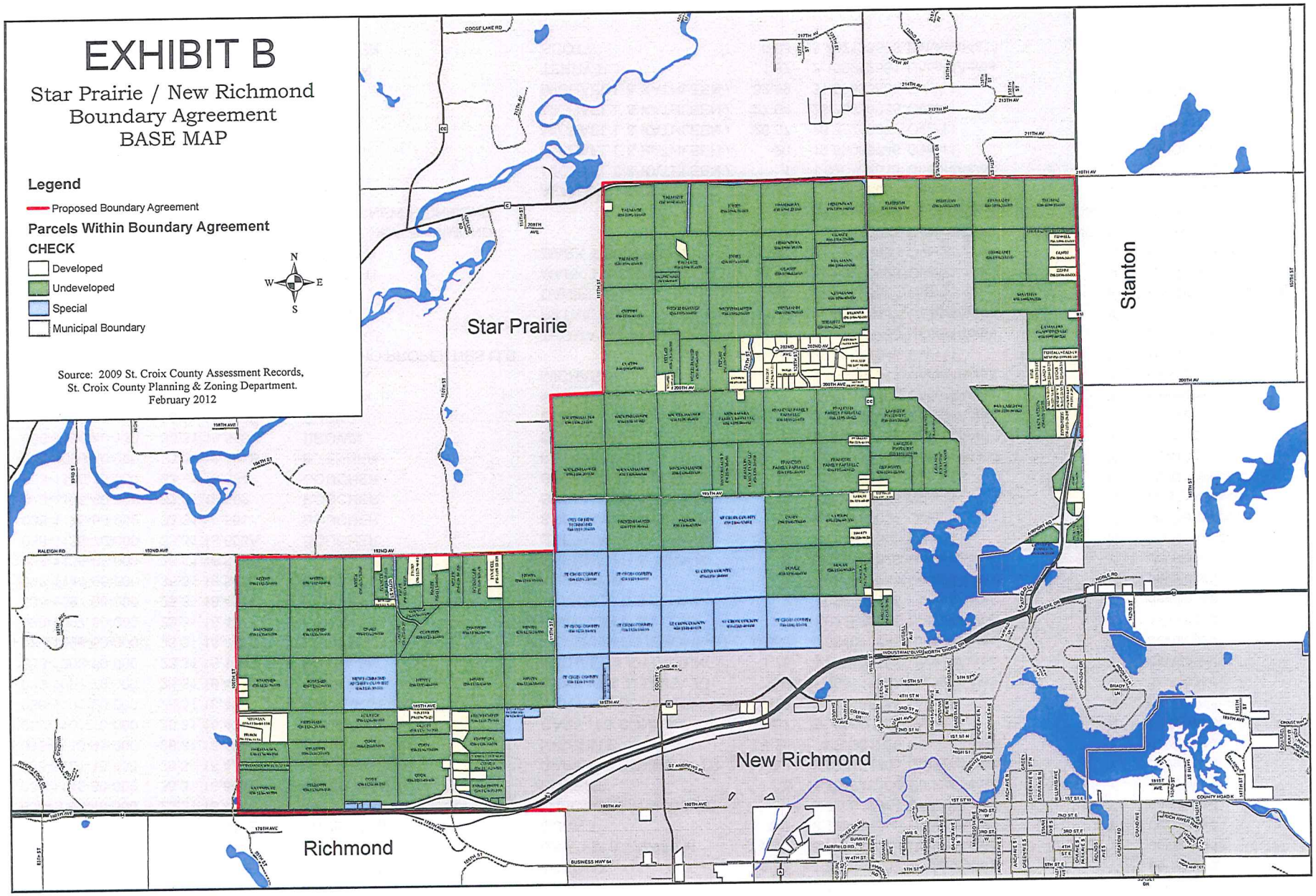


EXHIBIT C

PIN	TaxKey	LNAME	FNAME	ACRES	GISAcres	LotSize	x	Dev	Check
038-1141-80-001	35.31.18.579D	ANDERSON	ARNOLD	1.21	1.280639052	Under4Acres		Y	developed
038-1203-30-000	23.31.18.1085	ANDERSON	DAVID M & TAMMY M	3.07	3.073887348	Under4Acres		Y	developed
038-1101-10-300	25.31.18.421E	ANDERSON	QUAN T	3.2	3.198121548	Under4Acres		Y	developed
038-1097-40-000	23.31.18.404B	ARONSON	THEODORE H & JUDITH	4	3.994972944	Under4Acres		Y	developed
038-1145-60-000	36.31.18.606B	BACZYNSKI	ROBERT	1.5	1.504715204	Under4Acres		Y	developed
038-1101-10-400	25.31.18.421F	BAILLARGEON	GARY H & BONNIE F TR	2.2	3.196131706	Under4Acres		Y	developed
038-1113-95-000	28.31.18.482C	BAILLARGEON	MICHELLE	4.36	4.27981329	Between4a11		Y	developed
038-1101-10-000	25.31.18.421A	BAILLARGEON	GARY H & BONNIE F	17.67	16.62360954	Over11		N	NotDeveloped
038-1101-20-000	25.31.18.422	BAILLARGEON	GARY H & BONNIE F	29.76	21.13168144	Over11		N	NotDeveloped
038-1097-70-000	23.31.18.404E	BEARTH	GENE W & TAMARA JO	1.5	1.496117353	Under4Acres		Y	developed
038-1203-50-000	23.31.18.1087	BECKMAN	MICHAEL & KATHERINE	1.75	1.737401724	Under4Acres		Y	developed
038-1096-60-000	23.31.18.401C	BERGET	FRANKLIN DEJEROME-ET	0.565	0.564018846	Under4Acres		Y	developed
038-1097-50-000	23.31.18.404C	BERGET	FRANKLIN D & LEONA	1.2	1.022923946	Under4Acres		Y	developed
038-1097-60-000	23.31.18.404D	BERGET	FRANKLIN D & LEONA	2	1.99331665	Under4Acres		Y	developed
038-1141-95-000	35.31.18.580B	BERGET	SHIRLEY D	2	2.436037064	Under4Acres		Y	developed
038-1135-95-000	33.31.18.553D	BOUCHER	SHERMAN R & JEAN M	0	0.946054876	Under4Acres		Y	developed
038-1135-70-000	33.31.18.553A	BOUCHER	SHERMAN R & JEAN M	36.94	35.52629089	Over11		N	NotDeveloped
038-1135-50-000	33.31.18.551	BOUCHER	SHERMAN R & JEAN M	40	39.07798004	Over11		N	NotDeveloped
038-1135-60-000	33.31.18.552	BOUCHER	SHERMAN R & JEAN M	40	39.4380455	Over11		N	NotDeveloped
038-1136-20-000	33.31.18.554	BOUCHER	SHERMAN R & JEAN M	40	39.7967186	Over11		N	NotDeveloped
038-1096-50-000	23.31.18.401B	BRENNER	ROBERT E JR	5	4.951791763	Between4a11		Y	developed
038-1136-40-110	33.31.18.556C	BROWN	DONALD H	5	5.132930756	Between4a11		Y	developed
038-1106-95-000	26.31.18.450B	BURKE	LYLE I	1	0.996747434	Under4Acres		Y	developed
038-1135-80-000	33.31.18.553B	CALLEJA	MICHAEL A	1	0.970166206	Under4Acres		Y	developed
038-1136-10-000	33.31.18.553E	CALLEJA	MICHAEL A	1	1.011793971	Under4Acres		Y	developed
038-1099-80-200	24.31.18.417A-20	CAMACHO PROPERTIES LLC		29.66	28.78611946	Over11		N	NotDeveloped
038-1096-20-000	23.31.18.400F	CAMPEAU	THOMAS G & KAREN L	2.48	2.577388763	Under4Acres		Y	developed
038-1097-80-000	23.31.18.404F	CASEY	PATRICIA A	2	1.987928867	Under4Acres		Y	developed
038-1106-70-000	26.31.18.448	CASEY	DANIEL J	40	39.94685364	Over11		N	NotDevelopedExclAg
038-1136-30-000	33.31.18.555A	CELLOTTI	MARK T & KATHIE A	15.44	15.89230728	Over11		N	NotDeveloped
038-1136-60-100	33.31.18.558A	CELLOTTI	MARK T & KATHIE A	37.67	41.27764893	Over11		N	NotDeveloped
038-1138-60-001	34.31.18.568B	CITY OF NEW RICHMOND		11.33	11.29682255	ReserveGovt	CityOfNR	Y	Special
038-1110-20-000	27.31.18.466A	CITY OF NEW RICHMOND		40	39.56368637	ReserveGovt	CityOfNR	Y	Special
038-1101-85-100	25.31.18.427C	CLARK	ALAN D & LINDSEY D	1.42	1.378508091	Under4Acres		Y	developed
038-1137-70-000	33.31.18.562D	CODY	MICHAEL L & KATHLEEN /	1	1.020838618	Under4Acres		Y	developed
038-1136-70-000	33.31.18.559	CODY	MICHAEL L & KATHLEEN /	20	19.85030746	Over11		N	NotDeveloped
038-1136-80-000	33.31.18.560A	CODY	MICHAEL L & KATHLEEN /	26.57	26.32250977	Over11		N	NotDeveloped
038-1137-40-100	33.31.18.562A-5	CODY	MICHAEL L & KATHLEEN /	27.64	26.70910835	Over11		N	NotDeveloped
038-1136-90-100	33.31.18.561A-5	CODY	MICHAEL L & KATHLEEN /	32.59	31.59823608	Over11		N	NotDeveloped
038-1095-70-000	23.31.18.400A	CONDON	TERRY P	1.87	2.169952631	Under4Acres		Y	developed
038-1135-10-100	33.31.18.547C	COUNTER	SCOTT	6.06	5.792133808	Between4a11		Y	NotDeveloped

PIN	TaxKey	LNAME	FNAME	ACRES	GISAcres	LotSize	x	Dev	Check
038-1135-10-200	33.31.18.547D	COUNTER	SCOTT J	7	7.080312729	Between4a11		Y	NotDeveloped
038-1135-10-000	33.31.18.547A	COUNTER	SCOTT J, & MELROY F GE	26.04	25.66515923	Over11		N	notDeveloped
038-1138-30-000	34.31.18.565	COUNTER	SCOTT J, & MELROY F GE	40	39.73733902	Over11		N	NotDeveloped
038-1135-20-000	33.31.18.548	CRAIG	JAMES L & CAROLYN	40	39.28244781	Over11		N	NotDeveloped
038-1138-80-000	34.31.18.569B	CUNDY	ROBERT C	2.01	2.281622887	Under4Acres		Y	NotDeveloped
038-1138-90-002	34.31.18.569E	CUNDY	ROBERT C	2.45	3.72731638	Under4Acres		Y	NotDeveloped
038-1139-20-001	34.31.18.570D	CUNDY	ROBERT C	7.86	7.493679047	Between4a11		Y	NotDeveloped
038-1093-40-000	22.31.18.385	CURTIN	PHILLIP J & ANNA M	40	39.7060585	Over11		N	NotDeveloped
038-1093-90-000	22.31.18.388	CURTIN	PHILLIP J & ANNA M	40	39.79508209	Over11		N	NotDeveloped
038-1136-70-150	33.31.18.559A-20	DAUL	THOMAS J & SARA A	2.39	2.359069586	Under4Acres		Y	developed
038-1113-90-010	28.31.18.547B-10	DESIO	CHRISTOPHER J & VALEF	6.363	6.513433933	Between4a11		Y	developed
038-1102-20-000	25.31.18.430B	DIETRICH	RICHARD L & HOPE M	2.53	2.535446167	Under4Acres		Y	developed
038-1101-85-200	25.31.18.427D	DUNCAN	DAVID S & CHRISTINA	1.42	1.477099657	Under4Acres		Y	developed
038-1096-30-000	23.31.18.400G	EDGETT	AARON W	1.86	2.264363527	Under4Acres		Y	developed
038-1098-90-100	24.31.18.410A	EMERSON	BRUCE V	36.142	35.97873688	Over11		N	NotDeveloped
038-1098-80-000	24.31.18.409	EMERSON	BRUCE V	40	39.73994827	Over11		N	NotDeveloped
038-1113-90-050	28.31.18.547B-50	ERNST	DAVID & STACY	14.031	13.6383009	Over11		N	NotDeveloped
038-1106-60-200	26.31.18.447B	FINDLEY	JEREMIE & KRISTINA	5	5.026414871	Between4a11		Y	developed
038-1105-40-100	26.31.18.440A-50	FRANCOIS	GENEVIEVE M TR	2.77	3.053456783	Under4Acres		Y	developed
038-1106-20-000	26.31.18.444A	FRANCOIS FAMILY FARM LLC		20	20.54724884	Over11		N	NotDevelopedExclAg
038-1105-40-025	26.31.18.440A	FRANCOIS FAMILY FARM LLC		34.94	34.94389725	Over11		N	NotDevelopedExclAg
038-1105-10-025	26.31.18.437A	FRANCOIS FAMILY FARM LLC		0	38.65692902	Over11		N	NotDevelopedExclAg
038-1105-20-000	26.31.18.438	FRANCOIS FAMILY FARM LLC		40	39.87766647	Over11		N	NotDevelopedExclAg
038-1105-30-000	26.31.18.439	FRANCOIS FAMILY FARM LLC		40	40.0895195	Over11		N	NotDevelopedExclAg
038-1101-85-000	25.31.18.427B	GERAGHTY	MICHAEL J & LINDA L	18.21	18.18217278	Over11		N	NotDeveloped
038-1113-70-001	28.31.18.481B	GESS	MELROY F	2	1.794886947	Under4Acres		Y	developed
038-1095-90-000	23.31.18.400C	GETSCHEL	ALLEN M & ANNE C	3.17	3.146795273	Under4Acres		Y	developed
038-1094-50-000	23.31.18.392A	GLASER	EVERETT	9	9.548861504	Between4a11		Y	NotDeveloped
038-1094-40-000	23.31.18.391B	GLASER	EVERETT	20	19.52120972	Over11		N	NotDeveloped
038-1113-80-000	28.31.18.482A	HARTY	TIMOTHY L & KRISTEN A	15.46	15.51528358	Over11		N	NotDeveloped
038-1094-30-000	23.31.18.391A	HEMENWAY	MARGARET	20	20.3236866	Over11		N	NotDeveloped
038-1094-10-000	23.31.18.389	HEMENWAY	MARGARET	38.78	36.39496231	Over11		N	NotDeveloped
038-1094-20-000	23.31.18.390	HEMENWAY	NEIL E	39.23	38.14962006	Over11		N	NotDeveloped
038-1136-50-100	33.31.18.557B	HERMANSEN	JAMES C & MICHELE F-TF	0	5.948740005	Between4a11		Y	NotDeveloped
038-1136-40-100	33.31.18.556B	HERMANSEN	JAMES C & MICHELE F TF	21.3	14.34130096	Over11		N	NotDeveloped
038-1100-10-100	24.31.18.420C	HESS	THOMAS	4.5	4.475303173	Between4a11		Y	developed
038-1105-60-000	26.31.18.440C	HEXUM	KEITH & LUCILLE	1.07	0.705371618	Under4Acres		Y	developed
038-1141-80-000	35.31.18.579C	HOLMQUIST	PHILLIP C	2.5	1.981263876	Under4Acres		Y	developed
038-1106-90-000	26.31.18.450A	HOULE	HELENE A	31.5	31.15704155	Over11		N	notDeveloped
038-1106-80-000	26.31.18.449	HOULE	HELENE A	40	38.71716309	Over11		N	notDeveloped
038-1204-10-000	23.31.18.1093	JACKELEN	MARK S	2	1.975536466	Under4Acres		Y	developed

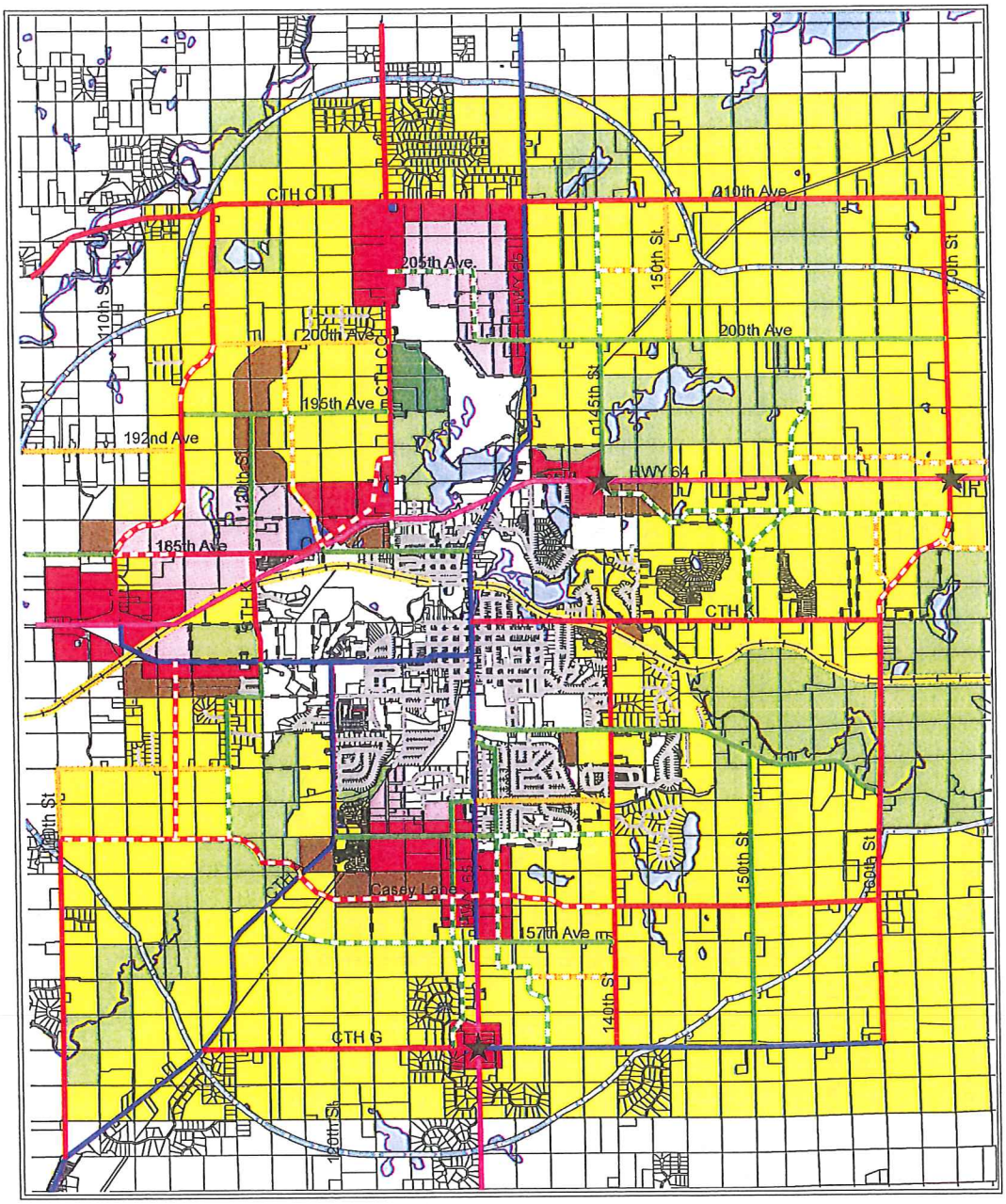
PIN	TaxKey	LNAME	FNAME	ACRES	GISAcres	LotSize	x	Dev	Check
038-1095-80-000	23.31.18.400B	JACOBSON	GREG & KATHERINE	5	5.006614685	Between4a11		Y	developed
038-1137-10-100	33.31.18.561C-10	JEHOVAH'S WITNESSES INC	CONGREGATION OF	0	0.36837393	ReserveChurch	Church	Y	developed
038-1105-50-000	26.31.18.440B	JOHNSON	JEREMIAH R & AMY E	0.86	0.859048307	Under4Acres		Y	developed
038-1202-30-000	23.31.18.1075	JOHNSON	BRIAN L & CINDY L	1.85	1.633730292	Under4Acres		Y	developed
038-1202-80-000	23.31.18.1080	JOHNSON	BRIAN L & CINDY L	1.71	1.683111668	Under4Acres		Y	developed
038-1202-70-000	23.31.18.1079	JOHNSON	BRIAN L & CINDY L	1.75	1.725737572	Under4Acres		Y	developed
038-1202-60-000	23.31.18.1078	JOHNSON	BRIAN L & CINDY L	1.76	1.733798027	Under4Acres		Y	developed
038-1202-50-000	23.31.18.1077	JOHNSON	BRIAN L & CINDY L	1.75	1.735428333	Under4Acres		Y	developed
038-1203-70-000	23.31.18.1089	JOHNSON	BRIAN L & CINDY L	1.75	1.736606717	Under4Acres		Y	developed
038-1202-10-000	23.31.18.1073	JOHNSON	ALAN R	1.71	1.779043078	Under4Acres		Y	developed
038-1203-00-000	23.31.18.1082	JOHNSON	BRIAN L & CINDY L	1.78	1.852398157	Under4Acres		Y	developed
038-1202-90-000	23.31.18.1081	JOHNSON	BRIAN L & CINDY L	1.84	1.857021689	Under4Acres		Y	developed
038-1203-10-000	23.31.18.1083	JOHNSON	BRIAN L & CINDY L	1.9	1.86283648	Under4Acres		Y	developed
038-1202-40-000	23.31.18.1076	JOHNSON	BRIAN L & CINDY L	1.78	1.864703059	Under4Acres		Y	developed
038-1202-20-000	23.31.18.1074	JOHNSON	BRIAN L & CINDY L	1.79	1.870399475	Under4Acres		Y	developed
038-1204-30-000	23.31.18.1095	JOHNSON	BRIAN L & CINDY L	1.95	1.943382502	Under4Acres		Y	developed
038-1203-20-000	23.31.18.1084	JOHNSON	BRIAN L & CINDY L	2.13	2.12533927	Under4Acres		Y	developed
038-1094-70-000	23.31.18.393	JONES	MARY A	38.69	37.70871735	Over11		N	NotDeveloped
038-1095-10-000	23.31.18.396	JONES	MARY A	40	39.92263794	Over11		N	NotDeveloped
038-1203-60-000	23.31.18.1088	KARASTES	JOEL	1.75	1.736055017	Under4Acres		Y	developed
038-1204-20-000	23.31.18.1094	KARASTES	DAVID M	1.95	1.952762604	Under4Acres		Y	developed
038-1100-20-000	24.31.18.420B	KAVENEY	PATRICK J & JENNIFER	3.31	3.306081533	Under4Acres		Y	developed
038-1160-30-000	34.31.18.754	KIECKHOEFER	MICHAEL ALLEN	2.96	3.038303375	Under4Acres		Y	developed
038-1138-70-000	34.31.18.569A	KIECKHOEFER	MICHAEL ALLEN	10.9	12.44544506	Over11		N	NotDeveloped
038-1138-90-000	34.31.18.569C	KNUTSON	MARY L	2.01	2.063390732	Under4Acres		Y	developed
038-1138-90-001	34.31.18.569D	KNUTSON	MARY L	15.65	12.99613857	Over11		N	NotDeveloped
038-1136-80-100	33.31.18.560B	KOLBECK	DAVID S & PAULA J	13.43	13.3976717	Over11		N	NotDeveloped
038-1159-30-100	34.31.18.744A	KUMM TRUST A		0	0.180777982	Under4Acres		Y	NotDeveloped
038-1159-20-100	34.31.18.743A	KUMM TRUST A		0	0.623318672	Under4Acres		Y	NotDeveloped
038-1159-10-100	34.31.18.742A	KUMM TRUST A		0	0.714805841	Under4Acres		Y	NotDeveloped
038-1159-95-100	34.31.18.751A	KUMM TRUST A		0	1.28401053	Under4Acres		Y	NotDeveloped
038-1138-95-100	34.31.18.570A-10	KUMM TRUST A		12.7	9.556964874	Between4a11		Y	NotDeveloped
038-1101-60-000	25.31.18.425B	LAKESIDE FOODS INC		7	7.464376926	Between4a11		Y	NotDevelopedExclAg
038-1101-80-000	25.31.18.427A	LAKESIDE FOODS INC		18.96	18.85449409	Over11		N	NotDevelopedExclAg
038-1101-90-000	25.31.18.428	LAKESIDE FOODS INC		32.25	26.83800125	Over11		N	NotDevelopedExclAg
038-1101-70-050	25.31.18.426A	LAKESIDE FOODS INC		0	34.7898407	Over11		N	NotDevelopedExclAg
038-1095-60-100	23.31.18.399C-10	LANGER	STEVEN P & STEPHANIE I	2.39	2.286719561	Under4Acres		Y	developed
038-1100-10-200	24.31.18.420D	LANGER	VINCENT	4.5	4.47977066	Between4a11		Y	developed
038-1096-90-000	23.31.18.403B	LANGER	JOSEPH L & KAREN	5	5.038564205	Between4a11		Y	developed
038-1106-60-400	26.31.18.447D	LARSON	GERALD R & REBECCA A	5	4.995383739	Between4a11		Y	developed
038-1106-60-300	26.31.18.447C	LARSON	GERALD R & REBECCA A	29.67	30.04201126	Over11		N	notDeveloped

PIN	TaxKey	LNAME	FNAME	ACRES	GISAcres	LotSize	x	Dev	Check
038-1136-50-050	33.31.18.557A-10	LAVENTURE	PHILLIP M & PATRICIA A	29.67	29.47539902	Over11		N	NotDeveloped
038-1100-10-300	24.31.18.420E	LOGAS	CHARLES R & LAURA R	4.5	4.488284111	Between4a11		Y	developed
038-1099-80-000	24.31.18.417A	MATTHYS	JONNA M	42.96	46.90048599	Over11		N	notDeveloped
038-1105-90-000	26.31.18.441B	MCNAMARA	MICHAEL J & KAREN	1.09	1.093923807	Under4Acres		Y	developed
038-1105-80-000	26.31.18.441A	MCNAMARA FAMILY FARM LLC		38.91	39.24983978	Over11		N	NotDevelopedExclAg
038-1203-90-000	23.31.18.1091	MERTENS	CHERYL A	1.94	1.908063412	Under4Acres		Y	developed
038-1204-00-000	23.31.18.1092	MERTENS	CHERYL A	2.07	2.06949687	Under4Acres		Y	developed
038-1109-80-200	27.31.18.462C	MILLER	DENNIS W & LAURA A	9.87	10.0100069	Between4a11		Y	NotDeveloped
038-1113-70-020	28.31.18.481-D	MORALES	PAUL M	2.19	2.186581612	Under4Acres		Y	developed
038-1097-20-000	23.31.18.403E	MURRAY	MICHAEL J	1.11	1.109994531	Under4Acres		Y	developed
038-1097-10-000	23.31.18.403D	MURRAY	MICHAEL J	1.11	1.110960245	Under4Acres		Y	developed
038-1113-70-000	28.31.18.481A	MYERS	VICTOR III	23.48	23.15725517	Over11		N	NotDeveloped
038-1112-50-000	28.31.18.477	MYERS	VICTOR III	40	39.23867035	Over11		N	NotDeveloped
038-1112-60-000	28.31.18.478	MYERS	VICTOR III	40	39.71170807	Over11		N	NotDeveloped
038-1136-30-100	33.31.18.555B	NEEDHAM	SCOTT R & JEAN M	24.56	27.76469421	Over11		N	NotDeveloped
038-1135-90-000	33.31.18.553C	NELSON	PHILIP H & CAROL J	1.06	0.998148143	Under4Acres		Y	developed
038-1102-50-000	25.31.18.431C	NEUMAN	MAVIS M	2.83	0.848541081	Under4Acres		Y	developed
038-1136-40-118	33.31.18.556C-30	NEUMAN	CHRIS P & LYNN M	7.21	7.099477291	Between4a11		Y	developed
038-1145-70-000	36.31.18.606C	NEUMAN	MAVIS M	7.86	7.599524498	Between4a11		Y	NotDeveloped
038-1096-40-000	23.31.18.401A	NEUMANN	ROGER J & LAURIE M TR	21	19.69742393	Over11		N	NotDeveloped
038-1094-60-000	23.31.18.392B	NEUMANN	ROGER J & LAURIE M TR	31	30.42633247	Over11		N	NotDeveloped
038-1098-30-000	24.31.18.407	NEUMANN	ROGER J & LAURIE M TR	40	39.45633316	Over11		N	NotDeveloped
038-1098-20-000	24.31.18.406	NEUMANN	ROGER J & LAURIE M TR	40	39.53520584	Over11		N	NotDeveloped
038-1096-70-000	23.31.18.402	NEUMANN	ROGER J & LAURIE M TR	40	39.69676208	Over11		N	NotDeveloped
038-1135-30-000	33.31.18.549	NEW RICHMOND ARCHERY CLU		40	39.74835205	Reserve	ArcheryCl	Y	Special
038-1098-90-200	24.31.18.410B	NEW RICHMOND CONGREGATI		3.858	3.861270428	ReserveChurch	Church	Y	developed
038-1138-50-000	34.31.18.567	NEWBY	SCOTT	40	38.59173584	Over11		N	NotDeveloped
038-1138-20-000	34.31.18.564	NEWBY	SCOTT	40	39.43226624	Over11		N	NotDeveloped
038-1135-40-000	33.31.18.550	NEWBY	GLENN A & MARY S TR	40	39.62300491	Over11		N	NotDeveloped
038-1109-90-000	27.31.18.463	NEWBY	SCOTT	40	39.68715668	Over11		N	NotDeveloped
038-1138-40-000	34.31.18.566	NEWBY	GLENN A & MARY S TR	40	39.84149933	Over11		N	NotDeveloped
038-1099-60-000	24.31.18.415C	NIELSEN	KAREN C	1.64	1.635523677	Under4Acres		Y	developed
038-1098-50-000	24.31.18.408A-2	OLSEN	GERALD G	8.589	8.695791245	Between4a11		Y	developed
038-1136-70-100	33.31.18.559A	OLSON	DAVID L & LISA M	3.33	3.119253397	Under4Acres		Y	developed
038-1136-70-200	33.31.18.559B	OLSON	DAVID L & LISA M	10	10.02508354	Between4a11		Y	NotDeveloped
038-1097-90-000	23.31.18.404G	OSWALD	RONALD R	4.64	4.96113205	Between4a11		Y	developed
038-1106-40-000	26.31.18.445	PALMER	JAMES & PATRICIA A	40	38.7673912	Over11		N	NotDevelopedExclAg
038-1100-10-050	24.31.18.420A-05	PEASLEE	JEFFREY J & CHRISTINA	2.03	2.01216054	Under4Acres		Y	developed
038-1099-80-300	24.31.18.417A-30	PENTACOSTALS OF NEW		6.2	6.196305752	ReserveChurch	Church	Y	developed
038-1096-95-000	23.31.18.403C	PEPER	MARK D & BETHANN	1.11	1.111856222	Under4Acres		Y	developed
038-1095-50-000	23.31.18.399B	PEPLAU	JEFFRY & MARILYN (DRE	15.95	15.79335594	Over11		N	NotDeveloped

PIN	TaxKey	LNAME	FNAME	ACRES	GISAcres	LotSize	x	Dev	Check
038-1095-95-000	23.31.18.400D	PEPLAU	JEFFRY & MARILYN	20.05	19.97369957	Over11		N	NotDeveloped
038-1091-20-000	22.31.18.373B	PESKAR	BLAKE L	1	0.986395299	Under4Acres		Y	developed
038-1099-85-000	24.31.18.417B	POWERS	RALPH A	0.91	1.049392581	Under4Acres		Y	developed
038-1096-10-000	23.31.18.400E	PRACHT	LYNDA LOU	2.59	2.56443429	Under4Acres		Y	developed
038-1141-80-110	35.31.18.579D-10	RICE	WANDA K	1.11	1.160410762	Under4Acres		Y	developed
038-1203-40-000	23.31.18.1086	ROBISON	DENNIS L	1.76	1.722245455	Under4Acres		Y	developed
038-1109-80-300	27.31.18.462D	ROODELL	DUANE & SUSAN	2.5	2.495383978	Under4Acres		Y	developed
038-1109-80-100	27.31.18.462B	ROODELL	DUANE & SUSAN	7.5	7.48169136	Between4a11		Y	developed
038-1101-10-100	25.31.18.421C	ROSENBERG	BRADLEY D & DEBRA J	8.06	7.745109081	Between4a11		Y	developed
038-1098-40-000	24.31.18.408A-1	RUSSELL	GARRY H & GLORIA E	4.497	4.49635458	Between4a11		Y	developed
038-1095-60-200	23.31.18.399C-20	SCHAFFER	TIMOTHY & CANDYCE	2.39	2.331304073	Under4Acres		Y	developed
038-1107-10-000	26.31.18.450-C	SCHALLA	WILLIAM J JR & REBECCA	7.5	7.494216442	Between4a11		Y	NotDeveloped
038-1096-50-200	23.31.18.401B-10	SEIDLING	ALLAN J & SUSAN M	14.71	14.73804379	Over11		N	NotDeveloped
038-1136-40-116	33.31.18.556C-20	SPENCER	THERESA	9.03	8.28927803	Between4a11		Y	developed
038-1113-70-010	28.31.18.481C	SPENCER	THERESA L	10.69	10.98352909	Between4a11		Y	NotDeveloped
038-1101-10-001	25.31.18.421B	ST CROIX COUNTY	ROAD	3.4	4.485122204	ReserveGovt	ST CROIX	Y	Special
038-1094-80-100	23.31.18.394A	ST CROIX COUNTY		0	9.795969009	ReserveGovt	ST CROIX	Y	Special
038-1138-10-002	34.31.18.563C	ST CROIX COUNTY	HEALTH CENTER	0	34.55080414	ReserveGovt	ST CROIX	Y	Special
038-1138-10-000	34.31.18.563A	ST CROIX COUNTY	HEALTH CENTER	40	38.26544189	ReserveGovt	ST CROIX	Y	Special
038-1138-10-001	34.31.18.563B	ST CROIX COUNTY	HEALTH CENTER	40	38.65452194	ReserveGovt	ST CROIX	Y	Special
038-1141-40-001	35.31.18.577B	ST CROIX COUNTY	CALF BARN	40	38.8824234	ReserveGovt	ST CROIX	Y	Special
038-1141-40-000	35.31.18.577A	ST CROIX COUNTY	HOUSE	40	39.37152863	ReserveGovt	ST CROIX	Y	Special
038-1106-50-001	26.31.18.446B	ST CROIX COUNTY	COUNTY FARM	40	39.6011467	ReserveGovt	ST CROIX	Y	Special
038-1110-30-000	27.31.18.466B	ST CROIX COUNTY	COUNTY FARM	40	39.66845322	ReserveGovt	ST CROIX	Y	Special
038-1110-10-000	27.31.18.465	ST CROIX COUNTY	COUNTY FARM	40	39.76023483	ReserveGovt	ST CROIX	Y	Special
038-1141-10-001	35.31.18.576A1	ST CROIX COUNTY	SHELTERED WORKSHOP	40	40.04751968	ReserveGovt	ST CROIX	Y	Special
038-1106-50-000	26.31.18.446A	ST CROIX COUNTY	COUNTY FARM	80	76.83083344	ReserveGovt	ST CROIX	Y	Special
038-1136-90-110	33.31.18.561A-10	STATE OF WISCONSIN	DOT	2.5	0.164359301	ReserveGovt	STATE OF	Y	Special
038-1137-40-110	33.31.18.562A-10	STATE OF WISCONSIN	DOT	0	0.30532524	ReserveGovt	STATE OF	Y	Special
038-1159-80-000	34.31.18.749	STATE OF WISCONSIN	D O T	1.57	0.317985475	ReserveGovt	STATE OF	Y	Special
038-1137-20-000	33.31.18.561D	STATE OF WISCONSIN	DOT	0.66	0.674447656	ReserveGovt	STATE OF	Y	Special
038-1137-10-000	33.31.18.561C	STATE OF WISCONSIN	DOT	1.66	1.333301187	ReserveGovt	STATE OF	Y	Special
038-1137-30-000	33.31.18.561E	STATE OF WISCONSIN	DOT	1.6	1.892670751	ReserveGovt	STATE OF	Y	Special
038-1136-95-000	33.31.18.561B	STATE OF WISCONSIN	DOT	1.87	1.910629034	ReserveGovt	STATE OF	Y	Special
038-1138-10-100	34.31.18.563E-1	STATE OF WISCONSIN	STATE BUILDING COMM	0	3.841371059	ReserveGovt	STATE OF	Y	Special
038-1094-95-100	23.31.18.395C	TALMAGE	PATRICIA L	2	1.990898848	Under4Acres		Y	developed
038-1094-95-000	23.31.18.395B	TALMAGE	PATRICIA L	32.97	33.08073807	Over11		N	NotDevelopedExclAg
038-1091-10-000	22.31.18.373A	TALMAGE	ROBERT G & ALICE L TR	38.78	34.55191803	Over11		N	NotDevelopedExclAg
038-1094-80-000	23.31.18.394	TALMAGE	ROBERT G & ALICE L TR	39.86	38.08827209	Over11		N	NotDevelopedExclAg
038-1091-60-000	22.31.18.376	TALMAGE	ROBERT G & ALICE L TR	40	39.39134216	Over11		N	NotDevelopedExclAg
038-1098-70-000	24.31.18.408B	THOMAS	KEITH W, WAYNE A & GEI	19.98	20.4730835	Over11		N	NotDeveloped

PIN	TaxKey	LNAME	FNAME	ACRES	GISAcres	LotSize	x	Dev	Check
038-1098-10-000	24.31.18.405	THOMAS	KEITH W, WAYNE A & GEI	39.03	39.6672821	Over11		N	NotDeveloped
038-1099-50-000	24.31.18.415B	TIMM	VIRGIL F & AGNES C TR	1.34	1.242671847	Under4Acres		Y	developed
038-1113-70-030	28.31.18.481E	TOWN OF STAR PRAIRIE		2	1.986358881	ReserveGovt	TOWN OF	Y	Special
038-1096-30-100	23.31.18.400H	TOWN OF STAR PRAIRIE	%TOWN CLERK	2.29	2.482403517	ReserveGovt	TOWN OF	Y	Special
038-1105-70-000	26.31.18.440D	VON RUDEN	LORI A	0.99	0.990516663	Under4Acres		Y	developed
038-1160-20-000	34.31.18.753	WARNER	SCOTT M	1.72	1.767641664	Under4Acres		Y	developed
038-1139-10-100	34.31.18.570B-10	WATERWELL MANAGEMENT LL		1.96	1.999987006	Under4Acres		Y	developed
038-1139-20-002	34.31.18.570E	WATERWELL MANAGEMENT LL		2	2.021843195	Under4Acres		Y	developed
038-1139-20-100	34.31.18.570C-10	WATERWELL MANAGEMENT LL		2	2.025996923	Under4Acres		Y	developed
038-1101-10-200	25.31.18.421D	WHITE PINE INC		4.47	4.351036549	Between4a11		Y	developed
038-1097-90-100	23.31.18.404H	WICHELMAN	TONI R & EILEEN J	3	2.979595423	Under4Acres		Y	developed
038-1094-90-000	23.31.18.395A	WICKENHAUSER	STEVEN J & CHRISTY K	5.028	5.048403263	Between4a11		Y	NotDeveloped
038-1106-30-000	26.31.18.444B	WICKENHAUSER	STEVEN J & CRISTY K	20	19.62013245	Over11		N	NotDeveloped
038-1095-40-000	23.31.18.399A	WICKENHAUSER	STEVEN J & CHRISTY K	19.27	22.53577232	Over11		N	NotDeveloped
038-1108-30-000	27.31.18.454	WICKENHAUSER	STEVEN J & CRISTY K	40	37.05156708	Over11		N	NotDeveloped
038-1095-30-000	23.31.18.398	WICKENHAUSER	STEVEN J & CHRISTY K	37.47	37.67760086	Over11		N	NotDeveloped
038-1106-10-000	26.31.18.443	WICKENHAUSER	STEVEN J & CRISTY K	40	39.36051559	Over11		N	notDeveloped
038-1108-20-000	27.31.18.453	WICKENHAUSER	STEVEN J & CRISTY K	40	39.87468338	Over11		N	NotDeveloped
038-1095-20-000	23.31.18.397	WICKENHAUSER	STEVEN J & CHRISTY K	40	40.01506424	Over11		N	NotDeveloped
038-1109-95-000	27.31.18.464	WICKENHAUSER	STEVEN J & CRISTY K	40	40.48361969	Over11		N	notDeveloped
038-1108-10-000	27.31.18.452	WICKENHAUSER	STEVEN J & CRISTY K	40	40.53582382	Over11		N	notDeveloped
038-1105-95-000	26.31.18.442	WICKENHAUSER	STEVEN J & CRISTY K	40	40.55767822	Over11		N	notDeveloped
038-1108-40-000	27.31.18.455	WICKENHAUSER	STEVEN J & CRISTY K	40	40.78493118	Over11		N	notDeveloped
038-1136-70-125	33.31.18.559A-10	WINKLER	LAWRENCE M & LAURIE L	4.28	4.503592491	Between4a11		Y	developed
038-1109-80-000	27.31.18.462A	WISEMILLER	MICHAEL J & SHANNON N	19.76	19.71188736	Over11		N	NotDeveloped
038-1096-80-115	23.31.18.403A-12	WOJAN	STEVEN L & MARJORIE A	4.15	4.195385456	Between4a11		Y	developed
038-1159-90-100	34.31.18.750-A	WOLD	TIMOTHY & SHARON	1.29	1.260455012	Under4Acres		Y	developed
038-1160-10-000	34.31.18.752	WOLD	DAVID B & DEBRA J	1.79	1.89025104	Under4Acres		Y	developed
038-1203-80-000	23.31.18.1090	WOLD	TIMOTHY A & SHARON K	1.97	1.949743629	Under4Acres		Y	developed
038-1098-60-000	24.31.18.408A3	ZEHM	DELL R	5.54	5.889819622	Between4a11		Y	developed

EXHIBIT D



Future Land Use & Thoroughfares

City of New Richmond, Wisconsin
June 29, 2007

Legend

N

0 2,100 4,200 Feet

Road Classification
- P.A. - EX-Expressway
- P.A. - Principal Arterial
- Minor Arterial
- Collector
- Local Collector
- Future Minor Arterial
- Future Collector
- Future Local Collector
- Local Streets
- Rail Road
- 1 1/2 Mile to City Limits

Interchanges
- Jug-handle Grade Separation

- Wetlands
- Surface Water

NOTE
Proposed road shown with dashed line.
Existing roads shown with solid line.

Future Land Use
- Commercial
- Industrial
- Potential High Density Residential (3-4 Units Per Acre)
- Residential (1-3 Units Per Acre)
- Agriculture / Open Space
- Parks / Conservation
- Institutional

Map Document: (S:\KOW\New\Common\gis\Comp_Plan\FutureLandUse.mxd)
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EXHIBIT E

WATER SERVICE AGREEMENT BETWEEN THE TOWN OF STAR PRAIRIE AND THE CITY OF NEW RICHMOND (2/22/12)

WHEREAS, the Town of Star Prairie ("Town") and the City of New Richmond ("City") are authorized to enter into cooperative agreements pursuant to Wisconsin Statute Section 66.0301; and

WHEREAS, Wisconsin Statute Section 66.0813 specifically authorizes provision of utility services by a municipal utility outside of that municipality's boundaries, and further provides that the municipality may fix the limits of utility service outside its municipality's boundaries; and

WHEREAS, the City and the Town, together with other municipal and corporate entities (collectively the "Settling PRP's"), are involved in the process of remediation and monitoring of a former landfill operated by several towns and the City; and,

WHEREAS, a separate agreement has been reached between the Wisconsin Department of Natural Resources and the Settling PRP's which addresses the remediation obligations; and

WHEREAS, in conjunction with said landfill remediation process, the Settling PRP's have agreed to provide municipal water supply to existing residences and two additional potential residences of the Town residents listed on Exhibit "A" to this Agreement (the "Affected Town Residents") who are the beneficiaries of the agreement with the Department of Natural Resources; and

WHEREAS, the City has agreed to allow the extension of City water service from the City to provide the required replacement water supply for the Affected Town

Residents notwithstanding the fact that the these properties lie outside of the City limits; and,

WHEREAS, the Settling PRP's have agreed to pay the cost of extending City water to the Affected Town Residents which cost includes the cost of water mains, laterals, and connection fees;

THEREFORE, in consideration of the mutual covenants contained herein, and under authority of the cited Wisconsin Statutes, the City and Town (hereinafter jointly referred to as the "Parties") agree as follows:

1. Purpose. The Parties enter into this Agreement for the purpose of clarifying the terms under which the City (a) furnishes water from its water utility to Affected Town Residents, and (b) will respond to Town requests to provide City water to other buildings and properties located in the area shown on Exhibit B.

2. Limits on Area of Service. The Parties agree the City shall furnish municipal water supply service to the existing residences and two additional potential residences of the Affected Town Residents listed on Exhibit A. The City may consider requests to provided municipal water service to other buildings and properties, however the City has no obligation to provide water service to any of these other buildings and properties.

3. Facilities – Ownership, Operation and Maintenance.

a. Except as provided in subpar. 3.b., water mains, fire hydrants and all appurtenances installed to provide City water supply service to the Affected Town Residents shall be owned, operated and maintained by the City of New Richmond Utilities (hereafter "Utility").

b. Water service laterals from the point of the shut off values just off the water mains, excluding the shut off values to the individual customers' structures or facilities, shall be owned, operated and maintained by such customers at their expense. Such operation and maintenance shall be subject to supervision and control by the City in order to protect and safeguard the performance and integrity of the Utility's water distribution system.

c. Water meters located at customers' facilities are owned, operated and maintained by the Utility.

d. All water within the Utility's water distribution system is owned by the City and sold directly to Utility customers.

e. Nothing contained in this Agreement is intended to alter the responsibilities for ownership, operation, maintenance, construction and repair of the Utility's water facilities. It is understood and acknowledged that all Utility water facilities are owned, operated and maintained by the Utility.

4. Personnel. The City agrees that the Utility shall employ sufficient personnel required to operate and maintain the facilities necessary to provide water service to Utility customers.

5. Costs.

a. Initial Costs for Infrastructure. As members of the Settling PRP's, the City and the Town acknowledge that each is partially responsible for initial costs associated with the construction of the infrastructure necessary to provide City water to the Affected Town Residents ("initial costs"). The City and Town agree that they have

no claim to reimbursement from each other or any Affected Town Residents of any "initial costs".

b. Water Use Costs. The City and Town acknowledge that the Settling PRP's have agreed to pay for the cost of City water supplied to Affected Town Residents for periods of two or five years, depending on individual circumstances of those residents, commencing on the date of commencement of operation of each residence. The Affected Town Residents and the time period for which water service will be paid for each Affected Town Resident are listed in the attached Exhibit "A". City acknowledges and agrees that it has no right or claim to seek reimbursement of the cost of its water supplied to the Affected Town Residents listed on Exhibit "A" for the time periods specified from those residents; nor does the City have any right or claim to seek reimbursement of that cost from the Town, except to the extent that the Town has agreed to pay its agreed upon share of those costs as a Settling PRP. Once each time period identified in Exhibit "A" has run, as it has for the Affected Town Residents receiving water service for two years, the Affected Town Residents listed therein will be responsible for the cost of City water supplied to them, and the City shall bill those residents directly and be responsible for collection of those costs. City agrees that Affected Town Residents will be billed at the same rate and on the same terms as from time to time are authorized by the Public Service Commission of Wisconsin for Utility customers. In the event that property owners in the Town who receive water services from the City fail or refuse to pay for those services, the Town agrees, on an annual basis pursuant to Section 66.0707(2), Wis. Stats., to pass a resolution approving the imposition of a special charge against any such properties upon request of and by the City. Any such

special charge will be on the same terms and conditions as are imposed against similarly situated properties in the City. In the alternative, the Town shall agree to place delinquent balances on the non-paying resident's real estate taxes and maintain them as a lien until paid. The Town shall remit delinquent water utility charges collected from Affected Town Residents to the Utility within fifteen (15) days of collection.

6. Requests for Additional Water Extensions.

a. The Town may, from time to time, ask the City to provide municipal water supply service to additional buildings or properties within the area shown on Exhibit B that are not receiving service pursuant to Par. 2. The City shall consider such request provided the requirements of Paragraph 6.b. and c. are met. Although the City has no obligation to provide water service to these buildings or properties located within the area shown on Exhibit B, a Town request will not be unreasonably denied if the requirements of Paragraph 6.b. and c. are met.

b. If the Town requests that the City extends municipal water supply to one or more buildings or properties within the area shown on Exhibit B that are not receiving service pursuant to Par. 2, the Town shall identify how the water supply facilities needed to extend service to the buildings or properties will be provided at no cost to the City. The Parties acknowledge the City's present policy of having the cost of construction of water mains, fire hydrants and customer service lines borne by land developers and property owners directly benefited thereby, through subdivision and other City ordinances and policies, assessments, contributions in aid of construction, and other means. The Town shall also agree to pay the City a connection charge for each building or property connected to the City's water system in accordance with this Par. 6. The

Parties recognize and acknowledge that the City has no obligation to provide water service to Town residents beyond that provided pursuant to Par. 2 of this Agreement, and that without the Town's payment of the connection fee, the City would not provide such service. The amount of the connection charge shall not exceed the amount of similar fees the City charges to each new connection to the City's water system within the City.

c. The location, type, specifications and site plan for any future Utility infrastructure or equipment for municipal water service to be located within the Town shall be subject to prior approval of the Utility, the City and the Town. City agrees to provide the Town Board with the plans, specifications and site plan of any such future infrastructure or equipment to the Town for its review and approval.

d. Town residents connected to the City's water system in accordance with this Par. 6 will be responsible for the cost of City water supplied to them, and the City shall bill those residents directly and be responsible for collection of those costs. City agrees that connected Town residents will be billed at the same rate and on the same terms as from time to time are authorized by the Public Service Commission of Wisconsin for Utility customers. In the event that property owners in the Town who receive water services from the City fail or refuse to pay for those services, the Town agrees, on an annual basis pursuant to Section 66.0707(2), Wis. Stats., to pass a resolution approving the imposition of a special charge against any such properties upon request of and by the City. Any such special charge will be on the same terms and conditions as are imposed against similarly situated properties in the City. In the alternative, the Town shall agree to place delinquent balances on the non-paying resident's real estate taxes and maintain them as a lien until paid. The Town shall remit

delinquent water utility charges collected from connected Town residents to the Utility within fifteen (15) days of collection.

e. The Town shall adopt an ordinance, pursuant to Section 281.45, Wis. Stats., requiring a property owner with property within the area shown on Exhibit B that requires a new or replacement water supply to seek connection to the City water system if the City's existing water system is located within 500 feet of the building requiring water service. The connection request shall be made and considered as set forth in this Par. 6. If the City refuses the connection request, the property owner may pursue installation of a private well.

f. Nothing in this Water Service Agreement, including in this Par. 6, affects, limits or waives the application or enforceability of the City's extraterritorial zoning ordinance.

7. Utility Management and Meetings. It is expressly understood that the management and operation of the Utility and its facilities shall continue to be the responsibility of the Utility. The Town shall designate one or more individuals to serve as liaison with the Utility. Such Town liaison(s) shall be entitled to attend and be heard at Utility meetings but shall have no voting rights. Notices of all Utility meetings shall be sent to the Town clerk and to the individual designated by the Town as its primary liaison. The Town shall be responsible for providing City with the name and address of its primary liaison.

8. Notices. Any notice or other information required to be provided of any Party to this Agreement shall be deemed given if sent by certified mail to:

To the Town:

Town Clerk
Town of Star Prairie
2118 Cook Drive
Somerset, Wisconsin 54025

To the City:

City Clerk
City of New Richmond
156 East 1st Street
New Richmond, Wisconsin 54019

Notices of meetings provided in accordance with par. 8 need not be provided by certified mail.

9. Amendments. This Agreement may be amended at any time by a written instrument executed by all Parties to it.

10. Severability. The provisions of this Agreement, and the individual parts of each such provision, shall be severable. In the event that any provision of this Agreement, or any part thereof, is held by a court of competent jurisdiction to be invalid or ineffective, the balance of this Agreement shall remain in effect. In such event, the Parties shall promptly meet to discuss how the intent of any severed provision(s) of this Agreement may be implemented by alternative means.

11. Interpretation. This Agreement shall be interpreted under the laws of the State of Wisconsin and as though jointly drafted by the Parties to it.

12. Cross Connections. The Town agrees to adopt a cross connection ordinance, pursuant to NR 810.15, Wis. Admin. Code, that is consistent with the City's cross connection ordinance, and that provides the City with the same authority to inspect and take action regarding cross connections at properties of connected Town residents, as the City has with respect to properties of Utility customers within the City.

DATED this _____ day of _____, 2012.

CITY OF NEW RICHMOND

_____
Fred Horne, Mayor

_____
Michael P. Darrow, City Administrator

TOWN OF STAR PRAIRIE

_____
Doug Rivard, Town Chairman

EXHIBIT A - WATER SERVICE AGREEMENT

Area Landfill Water - 5 Year Plan

Date Started	Account #	Name	Address	Customer #
December 3, 2007	3005000-20	S. Seim	1989 115th St. N.R.	2
December 3, 2007	3005100-20	Don Karastes	1992 115th St. N.R.	2
December 3, 2007	3005200-20	Jeff Heinecke	2013 110th St. N.R.	2
December 3, 2007	3005300-20	Sandy Mcfetridge	2025 110th St. N.R.	2
December 3, 2007	3005400-20	Tom Mondor - Shed	2025 110th St. N.R.	2
December 17, 2007	3005500-20	Joel Karastes	1968 115th St N.R.	2
December 17, 2007	3005600-20	Greg Mountain	1191 115th St N.R.	2
December 4, 2007	3005700-20	Neil Claasen	1987 115th St N.R.	2
December 4, 2007	3005800-20	Ambrose Potting	1985 110th St N.R.	2
December 17, 2007	3005900-20	Lyle Lehner	1997 110th St N.R.	2
January 9, 2008	3050000-20	Brad Wicklem	2003 110th St. N.R.	2
June 26, 2008	3050100-20	Todd & Chris Olson	1985 115th St N.R.	2

Area Landfill Water - 2 Year Plan

Date Started	Account #	Name	Address	Customer #
August 14, 2008	3002000-20	Tom & Amy Kunz	1988 115th St N.R.	2
January 15, 2009	3002100-20	James Bryant	2082 110th St N.R.	2
January 20, 2009	3002200-20	Scott Barberine	2001 110th St N.R.	2
January 16, 2009	3002300-20	Anthony Tamoshaitis	1965 110th St. N.R.	2
January 16, 2009	3002400-20	Philip Bowe	2084 110th St. N.R.	2
January 15, 2009	3002500-20	Steve Gaffer	2081 110th St. N.R.	2
January 15, 2009	3002600-20	Curtis Olson	2077 110th St. N.R.	2
January 15, 2009	3002700-20	Mark Aldous	2072 110th St. N.R.	2
January 15, 2009	3002800-20	Jeff Levy	2040 110th St. N.R.	2
January 15, 2009	3002900-20	Jeff & Mindy Howard	1090 192nd Ave. N.R.	2
January 15, 2009	3020000-20	Dan Clement	1982 115th St. N.R.	2
January 19, 2009	3020100-20	Ron Mortimere	2080 114th St. N.R.	2
January 19, 2009	3020200-20	Glenn Nerby	1145 208th Ave. N.R.	2
January 16, 2009	3020300-20	Mary Higgins - House	1100 Cty Rd C N.R.	2
January 16, 2009	3020400-20	Mary Higgins - Rental	1100 Cty Rd C N.R.	2
January 16, 2009	3020500-20	Kim Deavey	1103 Cty Rd C N.R.	2
January 16, 2009	3020600-20	Reid Hanestad	1147 Cty Rd C N.R.	2
January 16, 2009	3020700-20	Tom Harder	1127 Cty Rd C N.R.	2
January 19, 2009	3020800-20	Dion Brown	2082 Asplund Rd. N.R.	2
January 23, 2009	3020900-20	Bernie Rivard	2078 114th St. N.R.	2
January 23, 2009	3021000-20	Old Town Hall	1099 Cty Rd C N.R.	2
January 27, 2009	3021100-20	Jerry Backes	1974 110th St. N.R.	2
January 29, 2009	3021200-20	Larry Bauermeister	1148 208th Ave. N.R.	2
January 29, 2009	3021300-20	Kurt Hatella	2081 114th St. N.R.	2
January 30, 2009	3021400-20	Troy Krewleski	2068 110th St	2
February 4, 2009	3021500-20	Steve Lescarbeau	2079 Asplund Rd	2
February 9, 2009	3021600-20	Bob Blaiser	2087 114th St	2
February 10, 2009	3021700-20	James Meyer	2086 114th St	2
February 13, 2009	3021800-20	David Zdrazil	1086 192nd Ave	2
March 4, 2009	3021900-20	John Littig	2082 114th St	2
	3022000-20			
	3022100-21			
	3022200-22			
	3022300-23			
	3022400-24			
	3022500-25			

Area Landfill Water - PERMANENT

Date Started	Account #	Name	Address	Customer #
8/18/2008	3090000-20	City of N.R. - PRP Group	1935 115th St	1
10/16/2008	3090100-20	City of N.R. - Shed	1935 115th St	1

Rick said this meter is not hooked up to our water line & might not be for years.

Billing address 2118 Cook Dr. N.R. for when City is done paying for this.

WATER SERVICE AGREEMENT

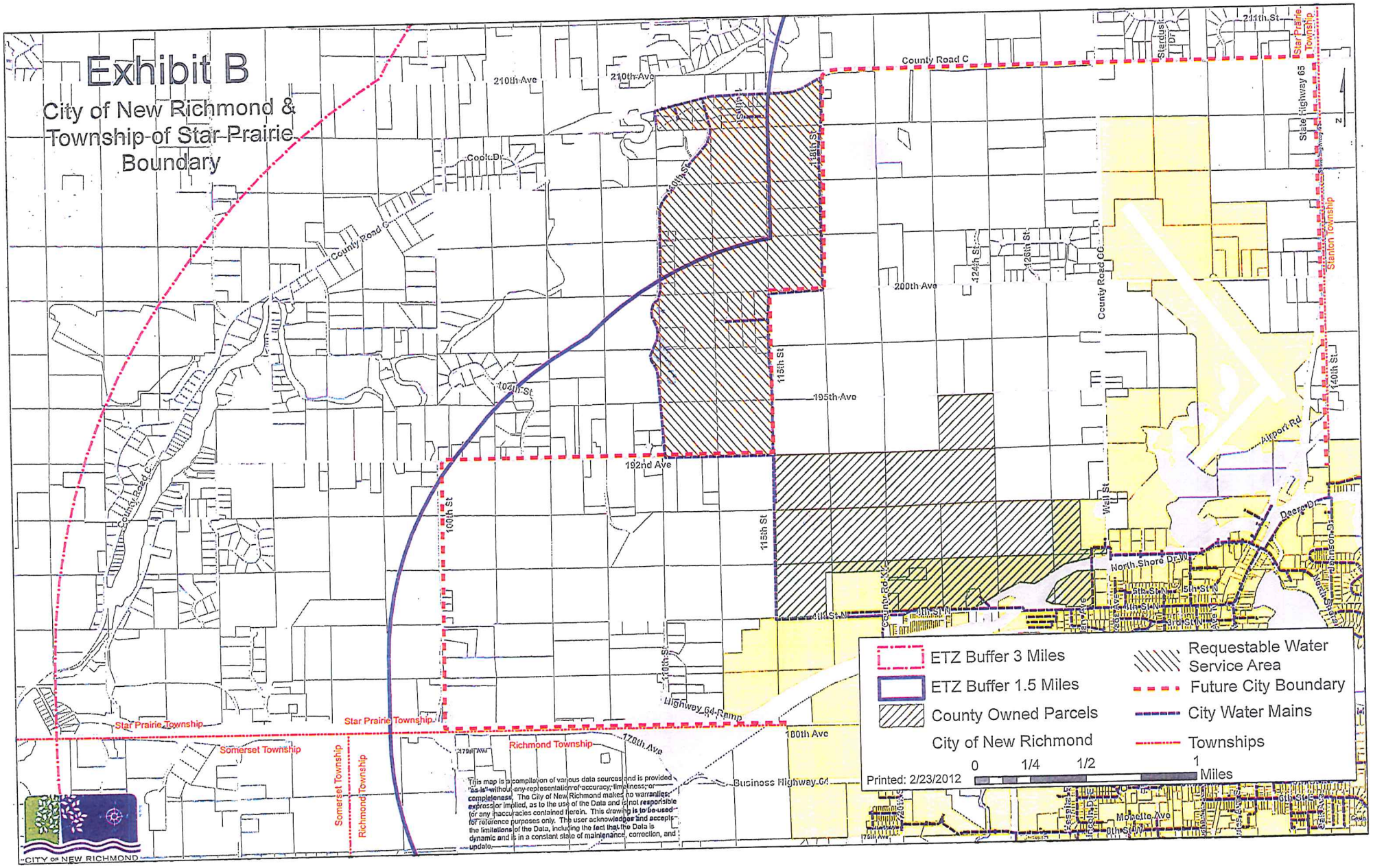

EXHIBIT F

NEW RICHMOND FIRE DISTRICT
CONTRACT AGREEMENT

1. This contract for fire protection is hereby entered into by and between the City of New Richmond (hereinafter referred to as "City"), Village of Star Prairie, Towns of Stanton, Erin Prairie, Richmond and Star Prairie (hereinafter referred to as "Village and Towns").

2. WHEREAS, the City of New Richmond, the New Richmond Volunteer Fire Department (hereinafter referred to as the "Fire Department") and the Towns of Richmond, Stanton, Star Prairie and the Village of Star Prairie did on June 10th, 1950 enter into agreement for the purchase, use and maintenance of equipment for fire-fighting services; and

   WHEREAS, a portion of the Town of Erin Prairie, described in: Sections 1-12, 14-22, and 28-33, which closely adjoin the City of New Richmond, entered into an agreement dated August 15th, 1951, for the purchase, use and maintenance of equipment for fire-fighting services in the Towns of Richmond, Stanton, Star Prairie, and a portion of Erin Prairie described above, and the Village of Star Prairie, the City of New Richmond and the New Richmond Volunteer Fire Department; and

   WHEREAS, The Town of Stanton agrees to fire protection in the Town EXCLUDING the following: East ½ of Section 2, all of Section 1, East ½ of Section 11, all of
   Section 12, East ½ of Section 14, all of Section 13 of said township which closely adjoin the City of New Richmond; and

   WHEREAS, the parties entered into a revised agreement dated September 11, 2006; and

   WHEREAS, the City of New Richmond, located in St. Croix County, Wisconsin, owns a fire station, known as Station I, and has

equipment, services and means of properly storing fire-fighting apparatus and of keeping the same in reasonably good condition for service; and

WHEREAS, the Village of Star Prairie provides a fire station for proper storage of fire apparatus and equipment, known as Station II, located in the Village of Star Prairie; and

WHEREAS, the City of New Richmond has a fire department large enough to justify permitting firefighters and equipment thereof to contract for fire service outside the limits of the City and has competent drivers of the fire apparatus; and

WHEREAS, the Village and Towns have contracted to purchase and maintain firefighting equipment with the City and have in the past contracted with the City for the storage and maintenance of said equipment, for the use thereof by the Fire Department, and for the furnishing of firefighters to answer calls to operate such equipment and to aid in emergency incidents in said Village and Towns; and

WHEREAS, the City and the Fire Department are severally of the opinion that such a contract would be to the benefit of the City as well as to the Village and Towns, who are also of the opinion that such a contract would be to their benefit in the control of fire and other emergencies, providing fire inspections, fire prevention, suppression and in the protection of life and property within the City, Towns and Village; and

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, it is hereby agreed by and between the City, the Village and Towns and the Fire Department ("Department") as follows:

3. PURCHASE OF EQUIPMENT. The purchasing of equipment throughout the budget cycle shall be made by the City Finance Committee. Any capital expenditures in excess of $50,000.00 shall require the prior approval of the majority (2/3) of all the municipalities. The new equipment shall be owned by the City, Village and Towns in the proportion in which they contribute to the payment thereof. The Finance committee shall be responsible to assure that current firefighting equipment meets the needs of the entire Fire District, its residential, businesses, commercial and industrial properties and to keep as current as possible with innovations pertaining to the fire service.

4. PAYMENT FOR EQUIPMENT. Payment shall be made at the time of delivery, as agreed with the vendors by the City Finance Committee. Following is a list of the proportions of payment for the City, Towns and Village, based on the combined average of THE CURRENT EQUALIZED VALUATIONS, THE 5-YEAR AVERAGE OF FIRE RUNS TO EACH MUNICIPALITY AND CURRENT POPULATION OF EACH MUNICIPALITY

2001 TO 2005 FIRE RUNS PER MUNICIPALITY							
Municipality	2001	2002	2003	2004	2005	Totals	5-year average
Erin Prairie Township	12	14	12	9	9	56	6.33%
Stanton Township	13	13	16	7	12	61	6.90%
Star Prairie Township	27	27	33	40	29	156	17.65%
Richmond Township	28	28	28	19	28	131	14.82%
City of New Richmond	67	89	84	105	109	454	51.36%
Village of Star Prairie	3	6	3	6	8	26	2.94%
Totals:	150	177	176	186	195	884	100.00%

Town of Alden & Mutual Aid, (information only)

	2001	2002	2003	2004	2005	Totals
Alden	12	11	7	11	14	55
Mutual Aid	5	2	5	3	5	20
Totals:	17	13	12	14	19	75

2005 CITY AND RURAL PERCENTAGES / 2005 EQUALIZED VALUE						
ERIN PRAIRIE	STANTON	STAR PRAIRIE	RICHMOND	CITY OF	VILLAGE OF	TOTALS
45,281,925	63,499,672	291,329,900	229,804,000	587,199,700	42,921,900	1,260,037,097
3.59%	5.04%	23.12%	18.24%	46.60%	3.41%	100.00%

NOTES:

LESS DEER PARK = 5,849,428

ERIN PRAIRIE = 75% of 60,375,900

Population Estimates per St. Croix County Official Directory / 2006 - 2007 Official Directory						
Erin Prairie	Stanton	Star Prairie	Richmond	City Of	Village Of	TOTALS
501	832	3,471	2,380	7,469	636	15,289
3.28%	5.44%	22.70%	15.57%	48.85%	4.16%	100.00%
0.032768657	0.054418209	0.227025966	0.155667473	0.488521159	0.041598535	

75% of 669 **80% of 1015**

FIRE DEPARTMENT 2005 SHARE				
Municipality	5-Year Runs	Population	Equalized Value	Total Share
Erin Prairie	6.33%	3.28%	3.59%	4.40%
Stanton	6.90%	5.44%	5.04%	5.79%
Star Prairie	17.65%	22.70%	23.12%	21.16%
Richmond	14.82%	15.57%	18.24%	16.21%
City Of	51.36%	48.85%	46.60%	48.94%
Village Of	2.94%	4.16%	3.41%	3.50%

The number of fire runs, equalized value, the current population and the combined average of all three will be adjusted annually before the next written budget. The adjustments shall be used to set the budget for the following year.

5. STORING & CARE OF APPARATUS AND EQUIPMENT. Upon delivery, the entire equipment shall be stored in a suitable heated storage space at Station I or Station II. The vehicles shall be supplied with fuel, oil, coolant, etc., filled with water and equipment kept in a reasonable serviceable condition for use at all times. The City, Village and Towns will share the costs of Utilities and other expenses according to a percentage listed in Section 4 of this contract.

6. DEFINITIONS. The following terms used in this agreement shall be determined as follows:

   a. POPULATION. The populations for each municipality shall come from the St. Croix County Official Directory and shall use the most up-to-date information. This is not intended to be the official census information which is done every ten years. Rather it is the estimated population from that directory.

   b. FIRE RUN. A fire run is any time the Fire Department is dispatched for fire or other non-fire calls, including, but not limited to, assist in rescue/EMS, overpressure rupture/explosion, hazardous condition, false alarms, service call or good intent call. A fire run will be charged to the municipality where the incident occurred. Incidents within City limits where the involved party is not a City resident shall be billed from the Fire Department.

   c. EQUALIZED VALUE. The equalized value shall be determined by the most recent tax valuation from St. Croix County tax records.

7. SERVICE, REPAIR & REPLACEMENTS. The Fire Department shall keep the equipment serviced and will make minor repairs as needed. The actual expense and maintenance work done on the equipment shall be paid for based on Section 4 of this contract. Any or all expense of any nature in connection with the equipment and not specifically mentioned in this contract shall be paid for based on Section 4 of this contract.

8. OWNERSHIP OF PRESENT FIRE FIGHTING APPARTUS. At the present date of this contract, the present share of ownership is based on the percentage from Section 4 of this contract and these rates will be used for purchase of new equipment and repairs and the cost of operation. This rate of ownership and payment will be adjusted annually based on equalized figures. Any adjustments shall become effective on January 1 of the following year.

   Vehicles covered are:
   E-3261, 2004 Custom 1250 gpm Pumper
   E-3262, 1994 Spartan 1250 gpm Pumper
   L-3263, 1987 Seagrave 100' Ladder
   T-3264, Jeep Support Vehicle
   E-3265, 1997 Freightliner 1250 gpm Pumper
   B-3266, 2009 Ford F350 Brush Truck
   B-3267, 1998 Ford Brush Truck
   T-3268, 2007 Actera 3,200 gal. Tanker
   T-3269, 2003 Sterling 3,500 gal. Tanker
   E-3271, 1997 Spartan 1750 gpm Pumper
   C-3272, 2008 Dodge Durango Command Vehicle

9. USE OF FIRE-FIGHTING APPARATUS AND EQUIPMENT IN TOWNS, VILLAGE AND CITY. The Fire Department shall answer all Emergency calls received by pagers or other means of notification for the equipment to go to any of the Towns, Village or City, shall in good faith and with the reasonable diligence attempt to

take such equipment immediately to the reported source of need and to render services in the use of such equipment and of their own efforts to fight and extinguish the reported fire and shall remain on duty with the equipment as long as it is reasonably necessary to do so. Such firefighters and vehicles shall be under the direction at all times of the Fire Chief and shall have full discretion as to the best manner of discharging the duties of the firefighters and equipment. In the absence of the Chief, an Assistant Chief or highest-ranking officer shall carry out the duties of the Chief.

10. ASSISTANCE. The respective Towns, Village and City shall adopt ordinances which require the reasonable assistance from the residents and businesses of the Towns, Village and City and to comply with State Law, Ordinances and Codes pertaining to Fire Prevention, Inspection and Suppression and shall cooperate in keeping roads passable and as large a water supply available as is reasonable under the circumstances.

11. CONFLICTING CALLS. The Fire Chief or immediate officer in charge of the Fire Department may answer the first call received and if it should happen that two calls are received simultaneously, the Fire Chief or immediate officer in charge shall have complete discretion to decide which call to answer first.

12. FALSE ALARMS. All alarms shall be answered without delay for verification and the firefighters and apparatus are sent in response to any call, shall in case it turned out to be a false alarm, said occupant, homeowner or municipality shall be responsible for the charge incurred.

13. TERM. This contract shall run for a term of five (5) years from the date of commencement. This contract shall commence on January 1, 2007.

14. NON-MEMBER CALLS. The Fire Department is permitted to answer any fire calls in non-member Towns, Villages, or Cities provided said non-member Towns, Villages or Cities are a part of the Mutual Aid Agreement signed by the Fire Chief and Municipalities. Any costs incurred under a Mutual Aid Agreement which are not reimbursed elsewhere shall be shared pursuant to Section 4.

15. COMPENSATION. A record shall be kept of the time the trucks leave Station I and or Station II to the time of their return and the Towns, Village and City shall be responsible for, and pay for service rendered within respected limits or boundaries for such time at the rate of $ 12.95 per hour, per firefighter to be compensated for each response no matter how many firefighters assist. All fires and trips shall be reported to the Fire Chief and in duplicate to the City Clerk. The City Clerk shall submit monthly bills to the Towns and or Village responsible for the compensation earned by the Department during the preceding period, and the money in payment of such bills shall be paid to the City Treasurer of the City of New Richmond. The rate per hour can be adjusted annually to be kept in comparison with other City employees.

16. REIMBURSEMENT. The City shall be reimbursed for the actual expenses for all minor repairs or replacements. The cost shall be paid for by Towns, Village and City according to their percentage of ownership of the equipment. Each municipality shall be billed the first day of the first month in that quarter and shall be paid within 30 days.

17. INSURANCE. The City of New Richmond shall arrange for the following insurance coverage:

(1A) AUTOMOBILE LIABILITY – $ 3,000,000 COMBINED SINGLE LIMIT

(1B) AUTO PHYSICAL DAMAGE – ACTUAL CASH VALUE OR COST OF REPAIR, COMPREHENSIVE - $ 250.00 DEDUCTIBLE, COLLISION - $ 500.00 DEDUCTIBLE
(2) GENERAL LIABILITY - $ 3,000,000
(3) WORKMEN'S COMPENSATION AS APPLICABLE

The City shall keep all the policies at the office of the City Clerk and they shall be available for inspection at all reasonable hours. The insurance premiums shall be paid by the Towns, Village and City according to their percentage of ownership of the equipment.

18. LICENSE. The City shall obtain and pay for any licenses which may be required for the equipment. This cost shall be shared by Towns, Village and City as per Section 4 of this contract.

19. TERMINATION. In the event that any party has its fire-fighting service terminated, for any reason, that party shall not be entitled to any share of any assets or take any equipment from the Department. All equipment transferred to the Department shall remain with the Department.

IN WITNESS THEREOF, the several parties have signed and caused this instrument to be executed this 11th day of SEPTEMBER, 2006

CITY OF NEW RICHMOND

David Schnitzler, Mayor

Joseph Bjelland, City Clerk

VILLAGE OF STAR PRAIRE

Greg Gibson, President

Patsy Johnson, Village Clerk

TOWN OF ERIN PRAIRIE

John Van Dyk, Chairman

Jackie Mitchell, Clerk

TOWN OF RICHMOND

Warren Bader, Chairman

Donna Ray, Clerk

TOWN OF STANTON

Richard Hesselink, Chairman

Sharon Balcrek, Clerk

TOWN OF STAR PRAIRE

Douglas Rivard, Chairman

Felicia Germain, Clerk

NEW RICHMOND FIRE DEPARTMENT

James VanderWyst, Fire Chief

Maureen Ryan, Administrative Secretary

EXHIBIT G

RESOLUTION No. 2011-7

TOWN OF STAR PRAIRIE
A RESOLUTION TO COMMENCE NEGOTIATIONS FOR A COOPERATIVE BOUNDARY AGREEMENT PURSUANT TO WISCONSIN STATUTES SECTION 66.0307 BETWEEN THE CITY OF NEW RICHMOND AND THE TOWN OF STAR PRAIRIE , ST. CROIX COUNTY, WISCONSIN

WHEREAS, the municipal boards of the Town of Star Prairie and the City of New Richmond have indicated a desire to negotiate a boundary agreement between them; and

WHEREAS, both municipalities recognize the benefits of cooperative planning and growth policies and;

WHEREAS, Section 66.0307 of the Wisconsin Statutes provides a procedure for the negotiation and approval of a cooperative boundary plan between adjoining municipal entities; and

WHEREAS, the Town Board of the Town of Star Prairie, St. Croix County, Wisconsin, desires to commence negotiation of a cooperative boundary plan with the City of New Richmond;

NOW, THEREFORE, BE IT RESOLVED that

1) The Town of Star Prairie by this Resolution formally indicates its desire and intent to commence the procedure specified in Section 66.0307 of the Wisconsin Statutes for completion of a cooperative boundary plan with the City of New Richmond.
2) The Town of Star Prairie shall bear all of its costs in the negotiation and completion of the cooperative boundary plan; and intends that the City of New Richmond shall be responsible for all of its costs in doing so.
3) The members of the Town Board shall be the parties responsible for negotiating the terms of the cooperative boundary plan on behalf of the Town of Star Prairie with the City of New Richmond.
4) The authority given to the Town Board to negotiate and complete a cooperative boundary plan with the City of New Richmond shall extend for a period of one and one-half years (548 days) from the date of passage of this Resolution.
5) The target date for completion and approval of the cooperative boundary plan shall be one year from the date of passage of this Resolution.

ADOPTED, by the Town Board of the Town of Star Prairie this 14th day of November, 2011.

Douglas Rivard
Town of Star Prairie Chairman

ATTEST:

Michael Burke, Clerk/Treasurer

RESOLUTION #111102
CITY OF NEW RICHMOND
A RESOLUTION TO COMMENCE NEGOTIATIONS FOR A COOPERATIVE BOUNDARY AGREEMENT PURSUANT TO WISCONSIN STATUTES SECTION 66.0307 BETWEEN THE CITY OF NEW RICHMOND AND THE TOWN OF STAR PRAIRIE , ST. CROIX COUNTY, WISCONSIN

WHEREAS, the municipal boards of the Town of Star Prairie and the City of New Richmond have indicated a desire to negotiate a boundary agreement between them; and

WHEREAS, both municipalities recognize the benefits of cooperative planning and growth policies and;

WHEREAS, Section 66.0307 of the Wisconsin Statutes provides a procedure for the negotiation and approval of a cooperative boundary plan between adjoining municipal entities; and

WHEREAS, the Common Council of the City of New Richmond, St. Croix County, Wisconsin, desires to commence negotiation of a cooperative boundary plan with the Town of Star Prairie;

NOW, THEREFORE, BE IT RESOLVED that

1) The City of New Richmond by this Resolution formally indicates it desire and intent to commence the procedure specified in Section 66.0307 of the Wisconsin Statutes for completion of a cooperative boundary plan with the Town of Star Prairie.
2) The City of New Richmond shall bear all of its costs in the negotiation and completion of the cooperative boundary plan; and intends that the Town of Star Prairie shall be responsible for all of its costs in doing so.
3) The members of the Common Council shall be the parties responsible for negotiating the terms of the cooperative boundary plan on behalf of the City of New Richmond with the Town of Star Prairie.
4) The authority given to the Common Council to negotiate and complete a cooperative boundary plan with the Town of Star Prairie shall extend for a period of one and one-half years (548 days) from the date of passage of this Resolution.
5) The target date for completion and approval of the cooperative boundary plan shall be one year from the date of passage of this Resolution.

ADOPTED, by the Common Council of the City of New Richmond this 14th day of November, 2011.

Frederick Horne, Mayor

ATTEST:

Joseph Bjelland, Clerk/Treasurer

EXHIBIT H

AFFIDAVIT OF MAILING

State of Wisconsin)
County of St. Croix) ss

Tanya N. Reigel, being duly sworn upon oath, deposes and says that she is the Deputy Clerk of the City of New Richmond, St. Croix County, Wisconsin, and as such, she caused a copy of the Resolution to Commence Negotiations for a Cooperative Boundary Agreement attached list of people at their last known address in a plain, postage prepaid envelope and deposited in the United States Post Office, in New Richmond, WI at 4:00 p.m. on the 16th day of November, 2011 and that said notice is attached hereto and made part of this affidavit, as if fully set out herein.

Tanya N Reigel

Tanya N. Reigel
Deputy Clerk

Subscribed and sworn to before me
this 16th of November, 2011.

Marie M Barrieau Barrieau

Notary Public

My commission expires
4/26/15

WISCONSIN DEPARTMENT OF
ADMINISTRATION
101 EAST WILSON STREET
MADISON, WI 53703

TOWN OF EMERALD
BARB PRINSEN
2330 COUNTY ROAD G
EMERALD, WI 54013

TOWN OF ERIN PRAIRIE
JACKIE MITCHELL
1530 190TH STREET
NEW RICHMOND, WI 54017

TOWN OF HUDSON
VICKIE SHAW
980 COUNTY ROAD A
HUDSON, WI 54016

TOWN OF RICHMOND
DONNA PREECE
1753 MARGARET STREET
NEW RICHMOND, WI 54017

TOWN OF ST. JOSEPH
MARY STANLEY
1337 COUNTY ROAD V
HUDSON, WI 54016

TOWN OF SOMERSET
JERI KOESTER
P.O. BOX 248
SOMERSET, WI 54025

TOWN OF STANTON
SHARON BALCEREK
1871 235TH AVENUE
DEER PARK, WI 54007

TOWN OF STAR PRAIRIE
MIKE BURKE
P.O. BOX 248
SOMERSET, WI 54025

TOWN OF WARREN
DEINA SHIRMER
720 112TH STREET
ROBERTS, WI 54023

TOWN OF HAMMOND
LINDA HAWKINS
1563 70TH AVENUE
ROBERTS, WI 54023

VILLAGE OF DEER PARK
ROLAND THOMPSON
P.O. BOX 131
DEER PARK, WI 54007

VILLAGE OF SOMERSET
PAM DONOHOE
P.O. BOX 356
SOMERSET, WI 54025

VILLAGE OF STAR PRAIRIE
PATSY JOHNSON
P.O. BOX 13
STAR PRAIRIE, WI 54025

ALDEN TOWN CLERK
JUDY DEMULLING
183 155TH STREET
STAR PRAIRIE, WI 54026

FARMINGTON TOWN CLERK
DEBBIE SWANSON
304 STATE ROAD 35
OSCEOLA, WI 54020

OSCEOLA SCHOOL DISTRICT
311 MIDDLE SCHOOL DRIVE
OSCEOLA, WI 54020

AMERY SCHOOL DISTRICT
543 MINNEAPOLIS AVE S
AMERY, WI 54001

SAINT CROIX CENTRAL
1295 VINE STREET
HAMMOND, WI 54015

SOMERSET SCHOOL
DISTRICT
P.O. BOX 100
SOMERSET, WI 54025

HUDSON SCHOOL DISTRICT
644 BRAKKE DRIVE
HUDSON, WI 54016

NEW RICHMOND SCHOOL
DISTRICT
701 E ELEVENTH STREET
NEW RICHMOND, WI 54017

GLENWOOD SCHOOL DIST
850 MAPLE STREET
GLENWOOD CITY, WI 540103

FOREST TOWN CLERK
JENNIFER ANDERSON
2778 CTY RD S
EMERALD, WI 54013

ST CROIX MEADOW MOBILE
HOME PARK
1415 MAIN STREET
HOULTON, WI 54082

CITY OF AMERY
FRANCES DUNCANSON
118 CENTER STREET W
AMERY, WI 54001

VILLAGE OF CLAYTON
FRANCES DUNCANSON
P.O. BOX 63
CLAYTON, WI 54004

WISCONSIN DEPT OF AG
2811 AGRICULTURE DRIVE
P.O. BOX 8911
MADISON, WI 53708-8911

WISCONSIN DNR
101 S WEBSTER STREET
P.O. BOX 7921
MADISON, WI 53707-7921

WI DOT
4802 SHEBOYGAN AVE
P.O. BOX 7999
MADISON, WI 53707-7999

ST. CROIX COUNTY CLERK
CINDY CAMPBELL
1101 CARMICHAEL ROAD
HUDSON, WI 54016

ST. CROIX COUNTY ZONING
1101 CARMICHAEL ROAD
HUDSON, WI 54016

WEST CENTRAL REGIONAL
PLANNING COMMISSION
P.O. BOX 9
EAU CLAIRE, WI 53703-3606

EXHIBIT I

Client:

CITY OF NEW RICHMOND

Account # 255356 Ad # 1407807

Phone: (715) 246-4268

Fax: (715) 246-7129

Address: 156 E 1ST ST

NEW RICHMOND, WI 54017

Sales Rep.:

2620 New Richmond Display House Account

Phone: (715) 246-6881

Fax: (715) 246-7117

Email:

Class.: 9968 WI LEGALS MEETINGS/MINUTES

Requested By:

BOB BARBIAN

Start Date: 03/01/2012

End Date: 03/15/2012

Nb. of Inserts: 3

Dimensions: 2 col. x 5.00 Inches

Publications: New Richmond News

Total Price: $121.30

Paid Amount: $0.00

Balance: $121.30

Page 1 of 1

NOTICE OF JOINT PUBLIC HEARING BY CITY OF NEW RICHMOND COMMON COUNCIL AND TOWN OF STAR PRAIRIE TOWN BOARD

PLEASE TAKE NOTICE that the Town of Star Prairie Town Board and the City of New Richmond Common Council will hold a JOINT PUBLIC HEARING on Tuesday March 27th, 2012, at 6:30 p.m. at the Star Prairie Town Hall located at 2118 Cook Drive, Somerset, Wisconsin, to obtain public comment on a cooperative plan for establishing future boundaries between the Town of Star Prairie and the City of New Richmond. A draft of the proposed cooperative agreement can be inspected at the Friday Memorial Library, at the Town Hall by contacting the Town Clerk or in the New Richmond City Hall, by contacting the City Clerk. The draft of the proposed cooperative plan has been prepared in accordance with Wisconsin Statute, sec. 66.0207. An open house will precede the Public Hearing beginning at 4:30 PM of the Public Hearing date. Members of the Town Board and City Council will be available. In addition an open house will be held Sunday March 25th 2012, from 1:00 p.m. to 3:00 p.m. at the Town Hall, 2118 Cook Drive.

Any person may comment on the plan during the hearing and may submit written comments by the close of business April 16, 2012. Written comments should be submitted to: Boundary Agreement Comments, Town of Star Prairie, 2118 Cook Drive, Somerset, WI 54025 or City of New Richmond, 156 E. First Street, New Richmond WI, 54017. All comments will be reviewed by the Star Prairie Town Board and the New Richmond Common Council. After consideration of all public comments submitted, the Town and City may revise the plan in response to the comments and may adopt a final version of the plan.

Dated this 1 day of March, 2012

Tanya Reigel, City Clerk
City of New Richmond, Wisconsin

Michael Burke, Town Clerk
Town of Star Prairie, Wisconsin

Publication Dates:
March 1, 2012; March 8, 2012; March 15, 2012

31-33L
WNAXLP

EXHIBIT J

PUBLIC COMMENTS ON PROPOSED BOUNDARY AGREEMENT

Public Comments from March 27, 2012 Public Hearing

David Asplund, N88 17304 Santa Barbara Court, Menomonee Falls, WI, 53051.
What Plans does the City of New Richmond have for the intersection 118th Street and 200th Avenue (south of County Road C)? Are there any plans to connect 118th Street south to 115th Street and 115th Street to the diamond intersection on Highway 64? The State of Wisconsin Department of Transportation has several meetings and they are at a point of approving 2 plans that would eliminate cross-traffic on Highway 64. This plan would limit the number of right on and right off access and making it a freeway. As a result, the State would have to create a number of frontage roads to service the residents allowing the access entrances and exits from the freeway. Will these frontage roads connect with 115th Street and 118th Street to the north of Hwy 64. With the construction of an overpass at intersection of Hwy 64 and Wall Street, additional service roads need to be constructed allowing access to the east toward Hatfield Park and west of National Guard Armory.

Response:

Gary Hanson, 1881 County Road C, Somerset WI, 54025.
Draft Boundary Agreement Sec 4.3.2. City Land Division Decisions. The City shall have control over all land division and subdivision decisions within the Urban Reserve Area. And in Section 3.2.2, Hanson questioned if this section of the agreement could be used by the City of New Richmond to force an immediate family owner to accept attachment to the City in order to get approval to subdivide property to other family members? Regarding Sec 4.3.2, 4.3.3 and 4.3.4, the decision is the City's on all land divisions and subdivisions. The City shall require that any property owner seeking land division within the Urban Reserve Area to apply for the attachment to the City, with the exception of the immediate family members. The way the agreement is written, the City has the ability to coerce the family member requesting the subdivision to make the request for the attachment, in order to get the right to subdivide their land. There needs to be a simple modification of Sec. 4.3.4 saying that the family shall be granted.

Response:

Ellen Denzer, Senior Planner, St. Croix County Planning and Zoning.
Requested that the Boundary Agreement clearly describes whether the Town/County/ City of New Richmond has jurisdiction over zoning, subdivisions, signage, floodplains, shore land, non-metallic mining, animal waste, storage, cell towers, setbacks, nuisances, junk, sanitary problems, etc. in the Urban Reserve Area. If new ordinances are created specifically for the Urban Reserve Area that results in a change-over in regulation authority, it is recommended to specify exactly when, what, and how the timeframe for regulation authority will occur. Please be thorough so that there is no confusion to residents, the Township, City or County.

Response: The County submitted more detailed written comments on this same topic. Those written comments are set forth later in this document, with the response to those comments following.

Michele Hermansen, 1829 100th Street, New Richmond, WI, 54017.
This is a situation where the individual land owner in Star Prairie Township has little input or control related to the sale of their land. Future use of the land can be determined by the City Council and potential political agendas with no representation on behalf of the original land owner. The landowner has no rights or representation. The City has the right to decide what can be done with the property. The City could prevent the landowner from developing their property.

Response:

Bill Driscoll, 212 East 3rd Street, New Richmond, WI, 54017. (Written comment submitted)
The Boundary Agreement is confusing; it looks like attorneys were involved. Now a City-Township war. New Richmond vs. Star Prairie. We've had wars between the States! The Stillwater Bridge for instance - Minnesota vs. Wisconsin. I probably won't be around in 40 years!

Response:

<u>Written Comments from St. Croix County</u>

Page 9, 3.3.4 Identification of Special Parcels
In a review of the special parcels owned by St. Croix County, it seems there is a mistake in the parcel acreages. The County owns about 435 acres within the Urban Reserve Area, but the acreage of the special parcels is only 402.5 acres. The discrepancy in acreage appears to be related to two parcels, parcel identification numbers 038109480100 and 038113810002, which are assessed as 0 acres, but have a GIS acreage of 10 and 35 acres.

Response:

Page 13, 3.8 & 3 Attachment Ordinance and Effective Date of Attachment
The attachment ordinance should identify the ward and supervisory district in which the parcel will be included. This is a requirement of all annexations, but may be overlooked in the creation of an attachment ordinance. Once adopted, a copy of the attachment ordinance should be provided to the County Clerk and the Planning and Zoning Department to assist in keeping election boundaries current and municipal boundaries current in the county mapping system.

Response:

Page 14, 4.2.1 & 4.2.2 City Zoning for Urban Reserve Area
This paragraph clearly states that the city will adopt zoning for the urban reserve area and until such time as it is adopted the county zoning shall remain in effect. It was not clear the night of the hearing that this would be the process. It seemed to be the understanding of the town officials that county zoning would remain in effect until a property was attached to the city. This should be clarified.

Response:

Page 14, 4.2.1 & 4.2.2 City Zoning for Urban Reserve Area (continued)
There are numerous ordinances that are not zoning, that deal with the regulation of land use. This paragraphs 4.2.1 and 4.2.2 should make clear which of these ordinances, county, city, and/or town is in effect and for how long. The ordinances that the county currently administers in the Urban Reserve Area include: sanitary, land division, nonmetallic mining, animal waste and municipal solid waste as standalone ordinances. As part of the county zoning ordinance the county administers: zoning districts, floodplain, shoreland, parking, setbacks and driveways, signs, towers and board of adjustment appeals. (We are not sure it is legally possible for the city to assume authority for the sanitary ordinance as that authority is assigned to the county by state mandate. Currently the county administers the sanitary ordinance within city and village limits for any private onsite wastewater treatment system.)

Response:

Page 14, 4.2.1 & 4.2.2 City Zoning for Urban Reserve Area (continued)
The town and city should discuss and decide which of these ordinance authorities will be transferred to the city and delineate how and when that transfer will take place. If all or part of a county ordinance(s) are to remain in effect in the Urban Reserve Area until attachment, it should also be clearly described which agency, city, county or town would have enforcement authority. If a county ordinance would remain in effect, then it is the county's expectation that the county would continue to enforce that ordinance. If that is not the city's or town's expectation, then it would be advisable to discuss understanding of the county's ordinances and expectations for enforcement and it may require an agreement and acceptance of responsibility for enforcement between the county and the city or town.

Response:

Page 14, 4.2.1 & 4.2.2 City Zoning for Urban Reserve Area (continued)
If the city will have ordinance enforcement authority over parcels in the urban reserve area prior to the parcels being attached to the city, then it should be very clearly stated in the Boundary Agreement. Also if the city is considering keeping the county ordinances in effect but taking over enforcement authority, then that should also be clearly discussed and identified. Again, this should entail a meeting with all parties and their legal counsels to identify whether this transfer of authority would require specific action on the county's and city's part.

Response:

Page 15, 4.2.3 Limited Zoning by County Prior to Attachment
This paragraph seems to contradict the previous two paragraphs, 4.2.1 and 4.2.2. It indicates a lack of understanding of the extent of the county zoning ordinance and the county's other ordinances. Again it is recommended that those other ordinances be clearly identified as to whether or not they apply and also if some sections of the county zoning ordinance are to apply,

floodplain, shoreland, exclusive ag district while other will not this should be clearly spelled out in an agreement and enforcement identified.

Response:

Pages 15 & 16, 4.3.1 & 4.3.4 City Land Division Ordinances and Division for Property Owner Residence or Immediate Family
If a parcel will be divided under the city's land division ordinance but will remain in the town because it is for a property owner or immediate family member, then the city needs to be very clear on what the standards will be for private onsite wastewater treatment system or a common system. It is also very likely that such a system will be reviewed and approved by the county.

Response:

Page 24, 7.6 Town Ordinance on Failing Septic Systems
There are several questions regarding this paragraph that the county would like clarified. Who would determine the septic system was failing – town, city or county staff or private plumber? This person would be required to have an inspector's license under state statute. If a replacement onsite system is an option, would hookup to the city sewer system still be required? If a lift station was necessary to hook up to city sewer would the property owner be responsible for that additional cost? Once a failure is determined, how will the county be notified? The county maintains a database of all onsite systems and requires maintenance. There are abandonment requirements in the county's sanitary ordinance, (12.1 F. 6., page 12-4). The County is responsible for determining that the system was properly abandoned and the proper reports were filed. How would this dual authority be handled during the abandonment? What would be the timing of hook up to the city and follow-up abandonment?

Response:

Page 24, 8.1 Maintenance, Repair and Reconstruction of Highways
This section clearly identifies highway responsibility for town and city roadways. Please confirm that there is no need to clarify responsibility for maintenance, repair and reconstruction of county roads.

Response:

<u>Written Comment from Jane H.</u>

Language is needed in the boundary agreement that allows the City to put a deed restriction or note on parcels created under the family split. The notice will need to say that if the parcel is sold outside of the family, it will become attached to the City.

Response:

EXHIBIT K & EXHIBIT M

RESPONSE TO PUBLIC COMMENTS ON PROPOSED BOUNDARY AGREEMENT

PUBLIC COMMENTS FROM MARCH 27, 2012 PUBLIC HEARING

David Asplund, N88 17304 Santa Barbara Court, Menomonee Falls, WI, 53051.

What Plans does the City of New Richmond have for the intersection 118th Street and 200th Avenue (south of County Road C)? Are there any plans to connect 118th Street south to 115th Street and 115th Street to the diamond intersection on Highway 64? The State of Wisconsin Department of Transportation has several meetings and they are at a point of approving 2 plans that would eliminate cross-traffic on Highway 64. This plan would limit the number of right on and right off access and making it a freeway. As a result, the State would have to create a number of frontage roads to service the residents allowing the access entrances and exits from the freeway. Will these frontage roads connect with 115th Street and 118th Street to the north of Hwy 64. With the construction of an overpass at intersection of Hwy 64 and Wall Street, additional service roads need to be constructed allowing access to the east toward Hatfield Park and west of National Guard Armory.

Response: Questions about future highway plans should be directed to the Wisconsin Department of Transportation, the local planning commissions, and the Urban Reserve Commission, when in place. The Cooperative Boundary Agreement does not address the issues raised by the commentor.

Gary Hanson, 1881 County Road C, Somerset WI, 54025.

Draft Boundary Agreement, Sec. 4.3.2. City Land Division Decisions. The Agreement provides that the City shall have control over all land division and subdivision decisions within the Urban Reserve Area. Hanson questioned whether Section 3.2.2 of the agreement could be used by the City of New Richmond to force an immediate family owner to accept attachment to the City in order to get approval to subdivide property to other family members? Sections 4.3.2, 4.3.3 and 4.3.4 provide the decision is the City's on all land divisions and subdivisions. Section 4.3.3 provides the City shall require that any property owner seeking land division within the Urban Reserve Area to apply for the attachment to the City, with the exception of the immediate family members. The way the agreement is written, the City has the ability to coerce the family member requesting the subdivision to make the request for the attachment, in order to get the right to subdivide their land. There needs to be a simple modification of Sec. 4.3.4 saying that subdivision for family members shall be granted.

Response: The City's and Town's intent was that the City could not require attachment if the immediate family member exception applies. The City and Town believe the first sentence in 4.3.4 addresses this concern:

> *The attachment requirement of Subparagraph 4.3.3 shall not apply to the division of a parcel of land to provide a lot or lots for the building of a residence or residences for the property owner or the property owner's Immediate Family.*

However, to clarify this further, the second sentence of Subparagraph 4.3.3 will be modified to explicitly state the City may not require attachment of a lot to which the immediate family member exception

applies. In addition, the City and Town have agreed to insert a sentence in Subparagraph 4.3.3 regarding the placement of a deed restriction on a lot exempt from attachment under the family exception, so that any future buyer of that lot would be aware that the lot is to be attached to the City if the property is transferred out of the immediate family. The following language has been approved for inclusion to replace the second sentence in Subparagraph 4.3.3.

> *"The only exception to this attachment requirement is that the City may not require a lot to be created or affected by a land division (i.e., a new lot and the remainder lot) to attach to the City if either exception specified in Subparagraph 4.3.4 applies. However, the City may require as a condition of land division that a deed restriction on the lot exempt from attachment under Subparagraph 4.3.4 be recorded with the register of deeds to provide notification that if the lot is sold or transferred outside of the Immediate Family, the lot must be attached to the City in accordance with Subparagraph 4.3.4 of this Agreement."*

In addition, the City and Town have agreed to slightly expand the immediate family exception in Subparagraph 4.3.4 by eliminating the requirement that the lots subject to the exception be for the building of a residence. As a result, a lot created by a land division will not be required to attach to the City if the lot will be owned by either the property owner or an immediate family member for their personal use. Once the lot is sold outside the immediate family, the lot would be required to attach to the City. The following language has been approved to replace the first two sentences of Subparagraph 4.3.4.

> *The attachment requirement of Subparagraph 4.3.3 shall not apply to the division of a parcel of land to provide a lot or lots for the personal use of the property owner who owned the property on the Final Adoption Date or the property owner's Immediate Family. If any lot divided for a property owner or for an Immediate Family Member is sold or transferred outside of the Immediate Family, that lot shall be attached to the City in accordance with Paragraph 3.5.*

The City and Town have also agreed to extend the immediate family exception to the immediate family members of the majority owner of a corporation, limited liability corporation, limited liability partnership, or similar organization that owned property on the Final Adoption Date of the agreement. The following will be added after the first sentence on Paragraph 2.9.

> *If on the Final Adoption Date, a parcel is owned by a corporation, limited liability corporation, limited liability partnership, or similar organization, "Immediate Family" or "Immediate Family Members" means, for that parcel owned by the corporation, limited liability corporation, limited liability partnership, or similar organization on the Final Adoption Date, the majority shareholder's or majority partner's parent(s), grandparents, natural or adopted children, step-children, natural or adopted grandchildren, step-grandchildren, and spouses of immediate family members. Except as provided in the preceding sentence, a property owner that is a corporation, limited liability corporation, limited liability partnership, or similar organization has no Immediate Family Members.*

<u>Ellen Denzer, Senior Planner, St. Croix County Planning and Zoning</u>.

Requested that the Boundary Agreement clearly describes whether the Town/County/ City of New Richmond has jurisdiction over zoning, subdivisions, signage, flood plains, shore land, non-metallic mining, animal waste, storage, cell towers, setbacks, nuisances, junk, sanitary problems, etc. in the Urban Reserve Area. If new ordinances are created specifically for the Urban Reserve Area that results in a change-over in regulation authority, it is recommended to specify exactly

when, what, and how the timeframe for regulation authority will occur. Please be thorough so that there is no confusion to residents, the Township, City or County.

Response: The County submitted more detailed written comments on this same topic. Those written comments are set forth later in this document, with the response to those comments following.

Michele Hermansen, 1829 100th Street, New Richmond, WI, 54017.

This is a situation where the individual land owner in Star Prairie Township has little input or control related to the sale of their land. Future use of the land can be determined by the City Council and potential political agendas with no representation on behalf of the original land owner. The landowner has no rights or representation. The City has the right to decide what can be done with the property. The City could prevent the landowner from developing their property.

Response: The purpose of this Agreement is to establish a gradual process pursuant to which certain land will be detached from the Town and attached to the City, until a permanent boundary line between the Town and City will be reached. As the land within the Urban Reserve Area will eventually be attached to the City, it is important that development in the area be consistent with the City's land use plan. In planning for this area, the City is to consider recommendations of the joint Urban Reserve Commission. The purpose of the Urban Reserve Commission is to encourage cooperation between the City and Town, and to promote decision-making that is compatible with the future development plans and goals of both the City and the Town.

It is also important to recognize that existing land uses will not be affected by the Agreement. In order to make this explicitly clear, the City and Town have agreed to insert the following language at the end of Subparagraph 4.2.1 to confirm that existing uses are allowed to continue under the Agreement.

> *The lawful use of a structure or land existing at the time of the adoption of the City's zoning ordinance may be continued although the use does not conform with the provisions of the City's zoning ordinance, to the same extent that a non-conforming use may be continued under the City's zoning ordinance.*

Bill Driscoll, 212 East 3rd Street, New Richmond, WI, 54017. (Written comment submitted)

The Boundary Agreement is confusing; it looks like attorneys were involved. Now a City-Township war. New Richmond vs. Star Prairie. We've had wars between the States! The Stillwater Bridge for instance - Minnesota vs. Wisconsin. I probably won't be around in 40 years!

Response: The purpose of this Agreement is to avoid disputes between the City and Town, not to create them. The Agreement establishes a gradual process pursuant to which certain land will be detached from the Town and attached to the City, until a permanent boundary line between the Town and City will be reached. The Agreement promotes sensible development of areas appropriate for urban development, the avoidance of disputes over future annexations, and the establishment of a permanent boundary line between the City and Town. In addition, the Agreement establishes the Urban Reserve Commission to facilitate cooperation between the City and Town.

WRITTEN COMMENTS FROM ST. CROIX COUNTY DATED APRIL 16, 2012

St. Croix County Comment on Page 9, Subparagraph 3.3.4, Identification of Special Parcels.

In a review of the special parcels owned by St. Croix County, it seems there is a mistake in the parcel acreages. The County owns about 435 acres within the Urban Reserve Area, but the acreage of the special parcels is only 402.5 acres. The discrepancy in acreage appears to be related to two parcels, parcel identification numbers 038109480100 and 038113810002, which are assessed as 0 acres, but have a GIS acreage of 10 and 35 acres.

Response: This comment does not require a change in the Agreement as a discrepancy in the parcel acreages will have no impact on the Agreement since these acres are excluded from the 70% calculation which triggers automatic attachment under the Agreement.

St. Croix County Comment on Page 13, Subparagraphs 3.8 & 3.9. Attachment Ordinance and Effective Date of Attachment.

The attachment ordinance should identify the ward and supervisory district in which the parcel will be included. This is a requirement of all annexations, but may be overlooked in the creation of an attachment ordinance. Once adopted, a copy of the attachment ordinance should be provided to the County Clerk and the Planning and Zoning Department to assist in keeping election boundaries current and municipal boundaries current in the county mapping system.

Response: It is the City's intent that an attachment ordinance identify the ward and supervisory district in which the parcel will be included. The City will work with the County Clerk to keep election boundaries and municipal boundaries current in the County's mapping system. No change in the Agreement is required.

St. Croix County Comment on Page 14, Subparagraphs 4.2.1 & 4.2.2, City Zoning for Urban Reserve Area.

This paragraph clearly states that the city will adopt zoning for the urban reserve area and until such time as it is adopted the county zoning shall remain in effect. It was not clear the night of the hearing that this would be the process. It seemed to be the understanding of the town officials that county zoning would remain in effect until a property was attached to the city. This should be clarified.

Response: Under the Agreement, the City is authorized to adopt zoning for the entire Urban Reserve Area. Until such time as the City adopts zoning for the Urban Reserve Area, County zoning will remain in effect. This is set forth in Subparagraphs 4.2.1 & 4.2.2 of the Agreement.

St. Croix County Comment on Page 14, Subparagraphs 4.2.1 & 4.2.2, City Zoning for Urban Reserve Area.

There are numerous ordinances that are not zoning, that deal with the regulation of land use. This paragraphs 4.2.1 and 4.2.2 should make clear which of these ordinances, county, city, and/or town is in effect and for how long. The ordinances that the county currently administers in the

Urban Reserve Area include: sanitary, land division, nonmetallic mining, animal waste and municipal solid waste as standalone ordinances. As part of the county zoning ordinance the county administers: zoning districts, floodplain, shoreland, parking, setbacks and driveways, signs, towers and board of adjustment appeals.

Response: Until the City adopts zoning for the Urban Reserve Area, County zoning and land use ordinances will continue to apply. Once the City adopts zoning for the Urban Reserve Area, permitted uses will be determined by City zoning, and County's zoning and land use ordinances would no longer apply except to the extent provided by Subparagraph 4.2.3 of the Agreement. The issue of which entity enforces the ordinances is addressed later in this Response.

St. Croix County Comment on Page 14, Subparagraphs 4.2.1 & 4.2.2, City Zoning for Urban Reserve Area.

The County indicates that it is not sure it is legally possible for the city to assume authority for the sanitary ordinance as that authority is assigned to the county by state mandate. Currently the county administers the sanitary ordinance within city and village limits for any private onsite wastewater treatment system.

Response: The County would continue to administer the sanitary ordinance regulating private sewage systems within the Urban Reserve Area. A new Paragraph 4.5 will be inserted to specifically address septic system regulation.

> *4.5 Septic System Regulation. The County shall retain responsibility for the regulation and permitting of existing septic systems within the Urban Reserve Area, and septic systems allowed to be installed in the Urban Reserve Area pursuant to the terms of this Agreement. The County's sanitary ordinance is not a zoning ordinance under this Agreement.*

In addition, Subparagraph 4.4.2(d)(3) will be added to allow the Town to issue a building permit for new structures in the Urban Reserve Area only if

> *"any septic system installed for the structure will meet all state statutes and regulations, and will be permitted by St. Croix County."*

St. Croix County Comment on Page 14, Subparagraphs 4.2.1 & 4.2.2, City Zoning for Urban Reserve Area.

The town and city should discuss and decide which of these ordinance authorities will be transferred to the city and delineate how and when that transfer will take place. If all or part of a county ordinance(s) are to remain in effect in the Urban Reserve Area until attachment, it should also be clearly described which agency, city, county or town would have enforcement authority. If a county ordinance would remain in effect, then it is the county's expectation that the county would continue to enforce that ordinance. If that is not the city's or town's expectation, then it would be advisable to discuss understanding of the county's ordinances and expectations for enforcement and it may require an agreement and acceptance of responsibility for enforcement between the county and the city or town.

Response: After the Agreement is effective, the City and Town intend to have the County retain enforcement responsibility for County zoning and land use control ordinances until City ordinances are adopted. In order to make this clear, the following revisions will be made.

The first sentence of Subparagraph 4.2.2 would be revised to provide as follows:

> *After the City adopts zoning ordinances applicable to the land within the Urban Reserve Area, the City shall have control over all zoning decisions within the Urban Reserve Area, regardless of whether the territory is attached to the City or still in the Town.*

In addition, the following sentence would be added to the end of Subparagraph 4.2.2

> *After the City's adoption of zoning ordinances applicable to land within the Urban Reserve Area, the County shall exercise no control over zoning decisions within the Urban Reserve Area, except to the extent of its authority under Subsection 4.2.3.*

A new Subparagraph 4.2.4 would be added to address enforcement of zoning authority.

> *4.2.4* *<u>Enforcement of Zoning and Land Use Ordinances</u>. Prior to the City's adoption of zoning ordinances applicable to the land within the Urban Reserve Area, the County shall be responsible for the enforcement of all zoning and land use ordinances within the Urban Reserve Area. After the City's adoption of zoning ordinances applicable to the land within the Urban Reserve Area, the City shall be responsible for the enforcement of all zoning and land use ordinances within the Urban Reserve Area. Once the City adopts zoning ordinances applicable to the land within the Urban Reserve Area, the City shall exercise responsibility for zoning and land use control over all territory within the Urban Reserve Area regardless of whether the territory is attached to the City or still in the Town. In exercising its authority under this Subparagraph, the City shall consider the recommendations of the Urban Reserve Commission. The City, however, is not required to obtain the approval of the Urban Reserve Commission or Town prior to taking action under this Subparagraph.*

<u>St. Croix County Comment on Page 14, Subparagraphs 4.2.1 & 4.2.2, City Zoning for Urban Reserve Area</u>.

If the city will have ordinance enforcement authority over parcels in the urban reserve area prior to the parcels being attached to the city, then it should be very clearly stated in the Boundary Agreement. Also if the city is considering keeping the county ordinances in effect but taking over enforcement authority, then that should also be clearly discussed and identified. Again, this should entail a meeting with all parties and their legal counsels to identify whether this transfer of authority would require specific action on the county's and city's part.

Response: The City and Town intend to have the County retain enforcement responsibility for County zoning and land use control ordinances until City ordinances are adopted. Revisions will be made to the Agreement as was indicated in the response to the preceding comment.

St. Croix County Comment on Page 15, Subparagraph 4.2.3, Limited Zoning by County Prior to Attachment.

This paragraph seems to contradict the previous two paragraphs, 4.2.1 and 4.2.2. It indicates a lack of understanding of the extent of the county zoning ordinance and the county's other ordinances. Again it is recommended that those other ordinances be clearly identified as to whether or not they apply and also if some sections of the county zoning ordinance are to apply, floodplain, shoreland, exclusive ag district while other will not this should be clearly spelled out in an agreement and enforcement identified.

Response: Wisconsin Statute § 66.0307(7m) allows for the delegation of zoning control to the City with the exception of zoning ordinances adopted under § 59.692(County shoreland zoning), or § 87.30 (County floodplain zoning), or ch. 91 (zoning ordinances applicable to exclusive agriculture). The Agreement is consistent with the provisions of Wis. Stat. § 66.0307(7m). The additions described above should also clarify this further.

St. Croix County Comment on Pages 15 & 16, Subparagraphs 4.3.1 & 4.3.4, City Land Division Ordinances and Division for Property Owner Residence or Immediate Family.

If a parcel will be divided under the city's land division ordinance but will remain in the town because it is for a property owner or immediate family member, then the city needs to be very clear on what the standards will be for private onsite wastewater treatment system or a common system. It is also very likely that such a system will be reviewed and approved by the county.

Response: If a parcel will be divided under the city's land division ordinance but will remain in the town because it is for a property owner or immediate family member, the parcel would not be eligible for city water or sewer. The parcel would be governed by the County's standards for private onsite wastewater treatment systems. The addition of Paragraph 4.5 clarifies that the County will continue to regulate septic systems allowed under the Agreement.

St. Croix County Comment on Page 24, Paragraph 7.6, Town Ordinance on Failing Septic Systems.

There are several questions regarding this paragraph that the county would like clarified. Who would determine the septic system was failing – town, city or county staff or private plumber? This person would be required to have an inspector's license under state statute. If a replacement onsite system is an option, would hookup to the city sewer system still be required? If a lift station was necessary to hook up to city sewer would the property owner be responsible for that additional cost? Once a failure is determined, how will the county be notified? The county maintains a database of all onsite systems and requires maintenance. There are abandonment requirements in the county's sanitary ordinance, (12.1 F. 6., page 12-4). The County is responsible for determining that the system was properly abandoned and the proper reports were filed. How would this dual authority be handled during the abandonment? What would be the timing of hook up to the city and follow-up abandonment?

Response: The County's sanitary ordinance would continue to apply to existing private onsite wastewater treatment systems. The County's sanitary ordinance defines what constitutes a failing septic system. The Town ordinance required by Paragraph 7.6 of the Agreement would require a property with a building for human habitation served by a failing septic system to hookup to the City's sewer system, instead of installing a replacement onsite system, if the property could be connected to City sewer service with a sewer extension of 500 feet or less, with the length of the extension equaling the length of the City owned sewer main extension as measured along public rights-of-way, plus the length of the lateral required to reach the building from the City's main. An exception to the hookup requirement may be made for an owner of property with a failing septic system if the owner either owned the property on the final adoption date of this Agreement, or is exempt from attachment under the immediate family member exception. Sewer connection fees would be charged to the property as provided in Subparagraph 7.2.4. The City will cooperate with the County on the specifics on how to handle County notification, database management, and reporting.

St. Croix County Comment on Page 24, Paragraph 8.1, Maintenance, Repair and Reconstruction of Highways.

This section clearly identifies highway responsibility for town and city roadways. Please confirm that there is no need to clarify responsibility for maintenance, repair and reconstruction of county roads.

Response: The Agreement does not address the maintenance, repair and reconstruction of County roads. This will continue to be a County responsibility.

OTHER WRITTEN COMMENTS RECEIVED

Written Comment from Jane Hansen.

Language is needed in the boundary agreement that allows the City to put a deed restriction or note on parcels created under the family split. The notice will need to say that if the parcel is sold outside of the family, it will become attached to the City.

Response: The City and Town have agreed to replace the second sentence in Subparagraph 4.3.3 with the following two sentences. The second sentence added addresses the notice issue.

> *The only exception to this attachment requirement is that the City may not require a lot to be created or affected by a land division (i.e., a new lot and the remainder lot) to attach to the City if either exception specified in Subparagraph 4.3.4 applies. However, the City may require as a condition of land division that a deed restriction on the lot exempt from attachment under Subparagraph 4.3.4 be recorded with the register of deeds to provide notification that if the lot is sold or transferred outside of the Immediate Family, the lot must be attached to the City in accordance with Subparagraph 4.3.4 of this Agreement.*

EXHIBIT L

ST. CROIX COUNTY
PLANNING & ZONING

Code Administration
715-386-4680

Land Information & Planning
715-386-4674

Real Property
715-386-4677

Recycling
715-386-4675

MEMO

DATE: April 16, 2012

TO: City of New Richmond & Town of Star Prairie

FROM: Ellen Denzer, Sr. Planner

RE: Proposed Boundary Agreement

Thank you for the opportunity to provide comments on the proposed Town of Star Prairie/City of New Richmond Boundary Agreement. The City Council and Town Board and staff should be commended for developing this ground-breaking document and reaching this point in the review process.

Please understand that the following comments are not offered in any opposition to the proposed Boundary Agreement. The County is not pursuing an active role in the regulation of the land within the Urban Reserve Area, but if there is an expectation that the County will continue to administer some land use regulations, then that needs to be very clear for all parties. The County supports the city's and town's efforts and wants only to improve the document and its understanding, administration and enforcement in the coming years.

Page 9, 3.3.4 Identification of Special Parcels
In a review of the special parcels owned by St. Croix County, it seems there is a mistake in the parcel acreages. The County owns about 435 acres within the Urban Reserve Area, but the acreage of the special parcels is only 402.5 acres. The discrepancy in acreage appears to be related to two parcels, parcel identification numbers 038109480100 and 038113810002, which are assessed as 0 acres, but have a GIS acreage of 10 and 35 acres.

Page 13, 3.8 & 3.9 Attachment ordinance and Effective Date of Attachment
The attachment ordinance should identify the ward and supervisory district in which the parcel will be included. This is a requirement of all annexations, but may be overlooked in the creation of an attachment ordinance. Once adopted, a copy of the attachment ordinance should be provided to the County Clerk and the Planning and Zoning Department to assist in keeping election boundaries current and municipal boundaries current in the county mapping system.

Page 14, 4.2.1 & 4.2.2 City Zoning for Urban Reserve Area
This paragraph clearly states that the city will adopt zoning for the urban reserve area and until such time as it is adopted the county zoning shall remain in effect. It was not clear the night of the hearing that this would be the process. It seemed to be the understanding of the town officials that county zoning would remain in effect until a property was attached to the city. This should be clarified.

Also there are numerous ordinances that are not zoning, that deal with the regulation of land use. This paragraph should make clear which of these ordinances, county, city, and/or town is in effect and for how long. The ordinances that the county currently administers in the Urban Reserve Area include: sanitary, land division, nonmetallic mining, animal waste and municipal solid waste as stand-alone ordinances. As part of the county zoning ordinance the county administers: zoning districts, floodplain, shoreland, parking, setbacks and driveways, signs, towers and board of adjustment appeals. (We are not sure it is legally possible for the city to assume authority for the sanitary ordinance as that authority is assigned to the county by state mandate. Currently the county administers the sanitary ordinance within city and village limits for any private onsite wastewater treatment system.)

I encourage the town and city to discuss and decide which of these ordinance authorities will be transferred to the city and delineate how and when that transfer will take place. If all or part of a county ordinance(s) are to remain in effect in the Urban Reserve Area until attachment, it should also be clearly described which agency, city, county or town would have enforcement authority. If a county ordinance would remain in effect, then it is our expectation that the county would continue to enforce that ordinance. If that is not the city's or town's expectation, then it would be advisable to discuss understanding of the county's ordinances and expectations for enforcement and it may require an agreement and acceptance of responsibility for enforcement between the county and the city or town.

If the city will have ordinance enforcement authority over parcels in the urban reserve area prior to the parcels being attached to the city, then it should be very clearly stated in the Boundary Agreement. Also if the city is considering keeping the county ordinances in effect but taking over enforcement authority, then that should also be clearly discussed and identified. Again, this should entail a meeting with all parties and their legal counsels to identify whether this transfer of authority would require specific action on the county's and city's part.

Page 15, 4.2.3 Limited Zoning by County Prior to Attachment
This paragraph seems to contradict the previous two paragraphs, 4.2.1 and 4.2.2. It indicates a lack of understanding of the extent of the county zoning ordinance and the county's other ordinances. Again it is recommended that those other ordinances be clearly identified as to whether or not they apply and also if some sections of the county zoning ordinance are to apply, floodplain, shoreland, exclusive ag district while other will not this should be clearly spelled out in an agreement and enforcement identified.

Pages 15 & 16, 4.3.1 & 4.3.4 City Land Division Ordinances and Division for Property Owner Residence or Immediate Family
If a parcel will be divided under the city's land division ordinance but will remain in the town because it is for a property owner or immediate family member, then the city needs to be very clear on what the standards will be for private onsite wastewater treatment system or a common system. It is also very likely that such a system will be reviewed and approved by the county.

Page 24, 7.6 Town Ordinance on Failing Septic Systems
There are several questions regarding this paragraph that the county would like clarified. Who would determine the septic system was failing – town, city or county staff or private plumber? This person would be required to have an inspector's license under state statute. If a replacement onsite system is an option, would hookup to the city sewer system still be required? If a lift station was necessary to hook up to city sewer would the property owner be responsible for that additional cost? Once a failure is determined, how will the county be notified? The county maintains a database of all onsite systems and requires maintenance. There are abandonment requirements in the county's sanitary ordinance, (12.1 F. 6., page 12-4). The County is responsible for determining that the system was properly abandoned and the proper reports were filed. How would this dual authority be handled during the abandonment? What would be the timing of hook up to the city and follow-up abandonment?

Page 24, 8.1 Maintenance, Repair and Reconstruction of Highways
This section clearly identifies highway responsibility for town and city roadways. Please confirm that there is no need to clarify responsibility for maintenance, repair and reconstruction of county roads.

Thank you again for the opportunity to provide comments. I hope these comments are clear, understandable and helpful. Where we have asked for clarification or questions, I look forward to reviewing your responses and would be happy to review any proposed changes to the agreement. If there are any follow up questions or other assistance I can provide, please contact me at 715.386.4673.

Sincerely,

Ellen Denzer

EXHIBIT M & EXHIBIT K

RESPONSE TO PUBLIC COMMENTS ON PROPOSED BOUNDARY AGREEMENT

PUBLIC COMMENTS FROM MARCH 27, 2012 PUBLIC HEARING

David Asplund, N88 17304 Santa Barbara Court, Menomonee Falls, WI, 53051.

What Plans does the City of New Richmond have for the intersection 118th Street and 200th Avenue (south of County Road C)? Are there any plans to connect 118th Street south to 115th Street and 115th Street to the diamond intersection on Highway 64? The State of Wisconsin Department of Transportation has several meetings and they are at a point of approving 2 plans that would eliminate cross-traffic on Highway 64. This plan would limit the number of right on and right off access and making it a freeway. As a result, the State would have to create a number of frontage roads to service the residents allowing the access entrances and exits from the freeway. Will these frontage roads connect with 115th Street and 118th Street to the north of Hwy 64. With the construction of an overpass at intersection of Hwy 64 and Wall Street, additional service roads need to be constructed allowing access to the east toward Hatfield Park and west of National Guard Armory.

Response: Questions about future highway plans should be directed to the Wisconsin Department of Transportation, the local planning commissions, and the Urban Reserve Commission, when in place. The Cooperative Boundary Agreement does not address the issues raised by the commentor.

Gary Hanson, 1881 County Road C, Somerset WI, 54025.

Draft Boundary Agreement, Sec. 4.3.2. City Land Division Decisions. The Agreement provides that the City shall have control over all land division and subdivision decisions within the Urban Reserve Area. Hanson questioned whether Section 3.2.2 of the agreement could be used by the City of New Richmond to force an immediate family owner to accept attachment to the City in order to get approval to subdivide property to other family members? Sections 4.3.2, 4.3.3 and 4.3.4 provide the decision is the City's on all land divisions and subdivisions. Section 4.3.3 provides the City shall require that any property owner seeking land division within the Urban Reserve Area to apply for the attachment to the City, with the exception of the immediate family members. The way the agreement is written, the City has the ability to coerce the family member requesting the subdivision to make the request for the attachment, in order to get the right to subdivide their land. There needs to be a simple modification of Sec. 4.3.4 saying that subdivision for family members shall be granted.

Response: The City's and Town's intent was that the City could not require attachment if the immediate family member exception applies. The City and Town believe the first sentence in 4.3.4 addresses this concern:

> *The attachment requirement of Subparagraph 4.3.3 shall not apply to the division of a parcel of land to provide a lot or lots for the building of a residence or residences for the property owner or the property owner's Immediate Family.*

However, to clarify this further, the second sentence of Subparagraph 4.3.3 will be modified to explicitly state the City may not require attachment of a lot to which the immediate family member exception

WRITTEN COMMENTS FROM ST. CROIX COUNTY DATED APRIL 16, 2012

St. Croix County Comment on Page 9, Subparagraph 3.3.4, Identification of Special Parcels.

In a review of the special parcels owned by St. Croix County, it seems there is a mistake in the parcel acreages. The County owns about 435 acres within the Urban Reserve Area, but the acreage of the special parcels is only 402.5 acres. The discrepancy in acreage appears to be related to two parcels, parcel identification numbers 038109480100 and 038113810002, which are assessed as 0 acres, but have a GIS acreage of 10 and 35 acres.

Response: This comment does not require a change in the Agreement as a discrepancy in the parcel acreages will have no impact on the Agreement since these acres are excluded from the 70% calculation which triggers automatic attachment under the Agreement.

St. Croix County Comment on Page 13, Subparagraphs 3.8 & 3.9. Attachment Ordinance and Effective Date of Attachment.

The attachment ordinance should identify the ward and supervisory district in which the parcel will be included. This is a requirement of all annexations, but may be overlooked in the creation of an attachment ordinance. Once adopted, a copy of the attachment ordinance should be provided to the County Clerk and the Planning and Zoning Department to assist in keeping election boundaries current and municipal boundaries current in the county mapping system.

Response: It is the City's intent that an attachment ordinance identify the ward and supervisory district in which the parcel will be included. The City will work with the County Clerk to keep election boundaries and municipal boundaries current in the County's mapping system. No change in the Agreement is required.

St. Croix County Comment on Page 14, Subparagraphs 4.2.1 & 4.2.2, City Zoning for Urban Reserve Area.

This paragraph clearly states that the city will adopt zoning for the urban reserve area and until such time as it is adopted the county zoning shall remain in effect. It was not clear the night of the hearing that this would be the process. It seemed to be the understanding of the town officials that county zoning would remain in effect until a property was attached to the city. This should be clarified.

Response: Under the Agreement, the City is authorized to adopt zoning for the entire Urban Reserve Area. Until such time as the City adopts zoning for the Urban Reserve Area, County zoning will remain in effect. This is set forth in Subparagraphs 4.2.1 & 4.2.2 of the Agreement.

St. Croix County Comment on Page 14, Subparagraphs 4.2.1 & 4.2.2, City Zoning for Urban Reserve Area.

There are numerous ordinances that are not zoning, that deal with the regulation of land use. This paragraphs 4.2.1 and 4.2.2 should make clear which of these ordinances, county, city, and/or town is in effect and for how long. The ordinances that the county currently administers in the

Urban Reserve Area include: sanitary, land division, nonmetallic mining, animal waste and municipal solid waste as standalone ordinances. As part of the county zoning ordinance the county administers: zoning districts, floodplain, shoreland, parking, setbacks and driveways, signs, towers and board of adjustment appeals.

Response: Until the City adopts zoning for the Urban Reserve Area, County zoning and land use ordinances will continue to apply. Once the City adopts zoning for the Urban Reserve Area, permitted uses will be determined by City zoning, and County's zoning and land use ordinances would no longer apply except to the extent provided by Subparagraph 4.2.3 of the Agreement. The issue of which entity enforces the ordinances is addressed later in this Response.

St. Croix County Comment on Page 14, Subparagraphs 4.2.1 & 4.2.2, City Zoning for Urban Reserve Area.

The County indicates that it is not sure it is legally possible for the city to assume authority for the sanitary ordinance as that authority is assigned to the county by state mandate. Currently the county administers the sanitary ordinance within city and village limits for any private onsite wastewater treatment system.

Response: The County would continue to administer the sanitary ordinance regulating private sewage systems within the Urban Reserve Area. A new Paragraph 4.5 will be inserted to specifically address septic system regulation.

> *4.5 Septic System Regulation. The County shall retain responsibility for the regulation and permitting of existing septic systems within the Urban Reserve Area, and septic systems allowed to be installed in the Urban Reserve Area pursuant to the terms of this Agreement. The County's sanitary ordinance is not a zoning ordinance under this Agreement.*

In addition, Subparagraph 4.4.2(d)(3) will be added to allow the Town to issue a building permit for new structures in the Urban Reserve Area only if

> *"any septic system installed for the structure will meet all state statutes and regulations, and will be permitted by St. Croix County."*

St. Croix County Comment on Page 14, Subparagraphs 4.2.1 & 4.2.2, City Zoning for Urban Reserve Area.

The town and city should discuss and decide which of these ordinance authorities will be transferred to the city and delineate how and when that transfer will take place. If all or part of a county ordinance(s) are to remain in effect in the Urban Reserve Area until attachment, it should also be clearly described which agency, city, county or town would have enforcement authority. If a county ordinance would remain in effect, then it is the county's expectation that the county would continue to enforce that ordinance. If that is not the city's or town's expectation, then it would be advisable to discuss understanding of the county's ordinances and expectations for enforcement and it may require an agreement and acceptance of responsibility for enforcement between the county and the city or town.

Response: After the Agreement is effective, the City and Town intend to have the County retain enforcement responsibility for County zoning and land use control ordinances until City ordinances are adopted. In order to make this clear, the following revisions will be made.

The first sentence of Subparagraph 4.2.2 would be revised to provide as follows:

> *After the City adopts zoning ordinances applicable to the land within the Urban Reserve Area, the City shall have control over all zoning decisions within the Urban Reserve Area, regardless of whether the territory is attached to the City or still in the Town.*

In addition, the following sentence would be added to the end of Subparagraph 4.2.2

> *After the City's adoption of zoning ordinances applicable to land within the Urban Reserve Area, the County shall exercise no control over zoning decisions within the Urban Reserve Area, except to the extent of its authority under Subsection 4.2.3.*

A new Subparagraph 4.2.4 would be added to address enforcement of zoning authority.

> *4.2.4 <u>Enforcement of Zoning and Land Use Ordinances</u>. Prior to the City's adoption of zoning ordinances applicable to the land within the Urban Reserve Area, the County shall be responsible for the enforcement of all zoning and land use ordinances within the Urban Reserve Area. After the City's adoption of zoning ordinances applicable to the land within the Urban Reserve Area, the City shall be responsible for the enforcement of all zoning and land use ordinances within the Urban Reserve Area. Once the City adopts zoning ordinances applicable to the land within the Urban Reserve Area, the City shall exercise responsibility for zoning and land use control over all territory within the Urban Reserve Area regardless of whether the territory is attached to the City or still in the Town. In exercising its authority under this Subparagraph, the City shall consider the recommendations of the Urban Reserve Commission. The City, however, is not required to obtain the approval of the Urban Reserve Commission or Town prior to taking action under this Subparagraph.*

<u>St. Croix County Comment on Page 14, Subparagraphs 4.2.1 & 4.2.2, City Zoning for Urban Reserve Area</u>.

If the city will have ordinance enforcement authority over parcels in the urban reserve area prior to the parcels being attached to the city, then it should be very clearly stated in the Boundary Agreement. Also if the city is considering keeping the county ordinances in effect but taking over enforcement authority, then that should also be clearly discussed and identified. Again, this should entail a meeting with all parties and their legal counsels to identify whether this transfer of authority would require specific action on the county's and city's part.

Response: The City and Town intend to have the County retain enforcement responsibility for County zoning and land use control ordinances until City ordinances are adopted. Revisions will be made to the Agreement as was indicated in the response to the preceding comment.

St. Croix County Comment on Page 15, Subparagraph 4.2.3, Limited Zoning by County Prior to Attachment.

This paragraph seems to contradict the previous two paragraphs, 4.2.1 and 4.2.2. It indicates a lack of understanding of the extent of the county zoning ordinance and the county's other ordinances. Again it is recommended that those other ordinances be clearly identified as to whether or not they apply and also if some sections of the county zoning ordinance are to apply, floodplain, shoreland, exclusive ag district while other will not this should be clearly spelled out in an agreement and enforcement identified.

Response: Wisconsin Statute § 66.0307(7m) allows for the delegation of zoning control to the City with the exception of zoning ordinances adopted under § 59.692(County shoreland zoning), or § 87.30 (County floodplain zoning), or ch. 91 (zoning ordinances applicable to exclusive agriculture). The Agreement is consistent with the provisions of Wis. Stat. § 66.0307(7m). The additions described above should also clarify this further.

St. Croix County Comment on Pages 15 & 16, Subparagraphs 4.3.1 & 4.3.4, City Land Division Ordinances and Division for Property Owner Residence or Immediate Family.

If a parcel will be divided under the city's land division ordinance but will remain in the town because it is for a property owner or immediate family member, then the city needs to be very clear on what the standards will be for private onsite wastewater treatment system or a common system. It is also very likely that such a system will be reviewed and approved by the county.

Response: If a parcel will be divided under the city's land division ordinance but will remain in the town because it is for a property owner or immediate family member, the parcel would not be eligible for city water or sewer. The parcel would be governed by the County's standards for private onsite wastewater treatment systems. The addition of Paragraph 4.5 clarifies that the County will continue to regulate septic systems allowed under the Agreement.

St. Croix County Comment on Page 24, Paragraph 7.6, Town Ordinance on Failing Septic Systems.

There are several questions regarding this paragraph that the county would like clarified. Who would determine the septic system was failing – town, city or county staff or private plumber? This person would be required to have an inspector's license under state statute. If a replacement onsite system is an option, would hookup to the city sewer system still be required? If a lift station was necessary to hook up to city sewer would the property owner be responsible for that additional cost? Once a failure is determined, how will the county be notified? The county maintains a database of all onsite systems and requires maintenance. There are abandonment requirements in the county's sanitary ordinance, (12.1 F. 6., page 12-4). The County is responsible for determining that the system was properly abandoned and the proper reports were filed. How would this dual authority be handled during the abandonment? What would be the timing of hook up to the city and follow-up abandonment?

Response: The County's sanitary ordinance would continue to apply to existing private onsite wastewater treatment systems. The County's sanitary ordinance defines what constitutes a failing septic system. The Town ordinance required by Paragraph 7.6 of the Agreement would require a property with a building for human habitation served by a failing septic system to hookup to the City's sewer system, instead of installing a replacement onsite system, if the property could be connected to City sewer service with a sewer extension of 500 feet or less, with the length of the extension equaling the length of the City owned sewer main extension as measured along public rights-of-way, plus the length of the lateral required to reach the building from the City's main. An exception to the hookup requirement may be made for an owner of property with a failing septic system if the owner either owned the property on the final adoption date of this Agreement, or is exempt from attachment under the immediate family member exception. Sewer connection fees would be charged to the property as provided in Subparagraph 7.2.4. The City will cooperate with the County on the specifics on how to handle County notification, database management, and reporting.

St. Croix County Comment on Page 24, Paragraph 8.1, Maintenance, Repair and Reconstruction of Highways.

This section clearly identifies highway responsibility for town and city roadways. Please confirm that there is no need to clarify responsibility for maintenance, repair and reconstruction of county roads.

Response: The Agreement does not address the maintenance, repair and reconstruction of County roads. This will continue to be a County responsibility.

OTHER WRITTEN COMMENTS RECEIVED

Written Comment from Jane Hansen.

Language is needed in the boundary agreement that allows the City to put a deed restriction or note on parcels created under the family split. The notice will need to say that if the parcel is sold outside of the family, it will become attached to the City.

Response: The City and Town have agreed to replace the second sentence in Subparagraph 4.3.3 with the following two sentences. The second sentence added addresses the notice issue.

> *The only exception to this attachment requirement is that the City may not require a lot to be created or affected by a land division (i.e., a new lot and the remainder lot) to attach to the City if either exception specified in Subparagraph 4.3.4 applies. However, the City may require as a condition of land division that a deed restriction on the lot exempt from attachment under Subparagraph 4.3.4 be recorded with the register of deeds to provide notification that if the lot is sold or transferred outside of the Immediate Family, the lot must be attached to the City in accordance with Subparagraph 4.3.4 of this Agreement.*

EXHIBIT N

RESOLUTION NO. 2012-3

RESOLUTION APPROVING THE FINAL VERSION OF THE CITY OF NEW RICHMOND/TOWN OF STAR PRAIRIE COOPERATIVE PLAN

WHEREAS, Sec. 66.0307, Wis. Stats, authorizes municipalities to determine the boundary lines between themselves upon approval of a cooperative boundary plan by the State Department of Administration; and

WHEREAS, on November 14, 2011 the City of New Richmond and Town of Star Prairie, respectively, adopted resolutions authorizing participation in the preparation of a cooperative plan pursuant to Sec. 66.0307, Wis. Stats.; and

WHEREAS, the City of New Richmond and the Town of Star Prairie have subsequently drafted the proposed City of New Richmond/Town of Star Prairie Cooperative Plan, dated January 1, 2012, and have held a joint public hearing thereon on March 27, 2012, to solicit input on the Cooperative Plan in accordance with Sec. 66.0307(4)(b), Wis. Stats., and all comments received were considered in the preparation of the final version of the Cooperative Plan.

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Star Prairie does hereby approve the final version Dated August 1, 2012 of the City of New Richmond/Town of Star Prairie Cooperative Plan, and authorizes the Town Chairperson and Town Clerk to execute it.

BE IT FURTHER RESOLVED that the Town Chairperson, Town Clerk and other Town officers are further authorized and directed to execute other documents and take actions as deemed appropriate by the Town's attorney to obtain approval of the City of New Richmond/Town of Star Prairie Cooperative Plan from the State of Wisconsin Department of Administration, including but not limited to timely filing the Cooperative Plan, together with all written comments and other supporting documents, with the State of Wisconsin Department of Administration for approval in accordance with Sec. 66.0307, Wis. Stats; cooperating with the City of New Richmond and the Department; and participating in all Department proceedings regarding the said Cooperative Plan.

This resolution was duly adopted by motion at the meeting of the Town Board held on August 7, 2012, by a vote of 5 ayes, 0 nays, with 0 members not voting.

By: Douglas Rivard
Douglas Rivard
Town of Star Prairie Chairman

Attest: Michael Burke
Michael Burke, Clerk/Treasurer

RESOLUTION #081202
RESOLUTION APPROVING THE FINAL VERSION OF THE CITY OF NEW RICHMOND/TOWN OF STAR PRAIRIE COOPERATIVE PLAN

WHEREAS, Sec. 66.0307, Wis. Stats, authorizes municipalities to determine the boundary lines between themselves upon approval of a cooperative boundary plan by the State Department of Administration; and

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NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of New Richmond does hereby approve the final version Dated July 31, 2012 of the City of New Richmond/Town of Star Prairie Cooperative Plan, and authorizes the Mayor and City Clerk to execute it.

BE IT FURTHER RESOLVED that the Mayor, City Clerk, City's attorney and other City officers and employees are further authorized and directed to execute other documents and take actions as deemed appropriate by the City's attorneys to obtain approval of the City of New Richmond/Town of Star Prairie Cooperative Plan from the State of Wisconsin Department of Administration, including but not limited to timely filing the Cooperative Plan, together with all written comments and other supporting documents, with the State of Wisconsin Department of Administration for approval in accordance with Sec. 66.0307, Wis. Stats; cooperating with the Town of Star Prairie and the Department; and participating in all Department proceedings regarding the said Cooperative Plan.

This resolution was duly adopted by motion at the meeting of the New Richmond City Council held on August 13, 2012.

Frederick Horne, Mayor

ATTEST:

Tanya Reigel

Tanya Reigel, City Clerk

NOTE ON RESOLUTIONS APPROVING CITY OF NEW RICHMOND/TOWN OF STAR PRAIRIE COOPERATIVE PLAN

The City Resolution states that the Common Council approves the final version of the City of New Richmond/Town Of Star Prairie Cooperative Plan dated July 31, 2012. The Town Resolution states that the Town Board approves the final version of the City of New Richmond/Town Of Star Prairie Cooperative Plan dated August 1, 2012. Please be aware that the text of the Plan dated July 31, 2012 and the text of the Plan dated August 1, 2012 are exactly the same.