

If you do not provide a proper answer within 20 days, the court may grant judgment against you for the award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

DATED this 23rd day of June, 2023.

STAFFORD ROSENBAUM LLP

By: *Electronically signed by Richard Manthe*

Larry A. Konopacki, SBN 1054011

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submitted an annexation petition in February of 2023 with the City of Eau Claire to annex territory located within the Town and attach it to the City.

4. Included with the annexation petition was land (“County Land”) owned by Eau Claire County (“County”), which accounted for approximately 122 acres of property to be annexed. The County Land is commonly known as Lowes Creek Park.

5. The County Land is the only territory in the proposed annexation that actually borders the City.

6. The County did not sign the annexation petition.

The City’s Previous Attempts to Annex Town Land

7. This is the City’s second attempt to annex the territory.

8. In 2022, certain landowners and the City attempted to annex the land by unanimous annexation under Wis. Stat. § 66.0217(2). On June 14, 2022, the City’s Common Council approved City Ordinance Number 7476, purporting to annex the land at issue in this lawsuit.

9. However, the County—the owner of the only territory in the proposed annexation that actually bordered the City—did not sign the petition.

10. Consequently, on February 3, 2023, Eau Claire County Circuit Court Judge Emily Long declared Ordinance 7476 invalid.

11. This Complaint seeks to enjoin the City’s latest attempt to illegally annex land within the Town.

The Department of Administration's Review of the Annexation

12. Since Eau Claire County has a population of over 50,000 people, the annexation petition was subject to mandatory Department of Administration (“DOA”) review. Wis. Stat. § 66.0217(6)(a).

13. After receiving an annexation petition, the DOA analyzes whether the annexation is in the public interest. That analysis requires review of whether “the governmental services, including zoning, to be supplied to the territory could clearly be better supplied by the town or by some other village or city whose boundaries are contiguous” and the “shape of the proposed annexation and the homogeneity of the territory with the annexing village or city.” Wis. Stat. § 66.0217(6)(c)1. and 2.

14. The DOA solicited comments from both the Town and City to determine if this annexation petition was in the public interest.

15. The DOA notified the Town and City that the annexation was **not** in the public interest because the territory was not in the City’s sewer service area and the Department of Natural Resources denied the City’s request to include the territory in the City’s sewer service area and extend utilities to the territory. Attached as Exhibit 1 is a copy of the DOA opinion.

16. Indeed, the City cannot provide utilities to the Petitioner’s property unless it first receives approval from the Department of Natural Resources. *See* Wis. Admin. Code NR § 121.07.

17. Part of the sewer utility review process requires review by the West Central Wisconsin Regional Planning Commission, which is a statutorily created planning

organization comprised of local officials from communities located in Eau Claire and Chippewa Counties.

18. In the fall of 2022, the West Central Wisconsin Regional Planning Commission recommended denying the City's request to extend utilities to serve the area included in the annexation petition.

19. Then, the Wisconsin Department of Natural Resources denied the City's request to include the entirety of the annexed area within the sewer service area. Attached as Exhibit 2 is the denial letter for the City's sewer service area request.

20. Thus, the City is currently prohibited from extending utilities to the territory, and there is no guarantee that the City will ever be able to extend utilities to serve the properties.

21. In fact, the City submitted a second request to include the annexed territory in its sewer service area, and again the West Central Wisconsin Regional Planning Commission recommended denying that request. The Department of Natural Resources is still reviewing that second application.

The City's Review Process

22. On March 20, 2023, the City's Plan Commission considered the annexation petition and an ordinance approving the annexation.

23. A motion to recommend approval of the annexation petition and a temporary zoning classification for the territory failed on a 4-4 vote. Attached as Exhibit 3 is a copy of the Plan Commission minutes from its March 20, 2023 meeting.

24. Nonetheless, the City's Common Council approved City Ordinance Number 7503 (the "Annexation Ordinance") to annex the territory on March 28. Attached as Exhibit 4 is a copy of the Annexation Ordinance.

Circuit Court Review For The Rule of Reason

25. Because the County did not sign the annexation petition at issue here, this is a non-unanimous annexation. Wis. Stat. § 66.0217(3)(a)1.

26. Non-unanimous annexations must comply with the judicially created rule of reason. "Wisconsin courts have applied the rule of reason in annexation cases for over 50 years to serve as a check on whether a municipality has abused its powers of annexation." *Town of Wilson v. City of Sheboygan*, 2020 WI 16, ¶24, 390 Wis. 2d 266, 938 N.W.2d 493.

27. Courts evaluate three separate elements to determine if an annexation complies with the rule of reason.

28. "First, exclusions and irregularities in boundaries must not be the result of arbitrariness." *Id.* ¶25 (citations omitted).

29. "Second, some reasonable present or demonstrable future need for the annexed property must be shown." *Id.* (citations omitted).

30. "Finally, no other factors must exist which would constitute an abuse of discretion." *Id.* (citations omitted).

CAUSES OF ACTION

Count I

The Annexation Ordinance Is Invalid Because The Boundary Violates The Rule Of Reason For Arbitrariness

31. The Town re-alleges paragraphs 1 through 30 as if fully set forth herein.

37. The City plans for the County Land to remain parkland. It will not serve any purpose to the City or developers.

38. Further, the Department of Administration determined the annexation petition was not in the public interest. Likewise, the City's own Plan Commission voted not to advance this annexation.

39. Even if the Petitioners desire City utilities, it is currently not even possible to obtain them.

40. Consequently, the City has no future need for the territory and the annexation is in violation of the second prong of the rule of reason.

41. Since the annexation violates the second element of the rule of reason, the Court must declare that the Annexation Ordinance is invalid.

Count III

Declaration That The Annexation Ordinance Is Invalid As An Abuse Of Discretion

42. The Town re-alleges paragraphs 1 through 41 as if fully set forth herein.

43. The third prong of the rule of reason requires that the Court evaluate “whether there are other factors that would constitute an abuse of discretion....” *Town of Wilson*, 2020 WI 16, ¶ 39.

44. The City and Town entered into an intergovernmental agreement in 2011 (“Intergovernmental Agreement”) that governed land division and development in areas

within the Town that fell under the City's extra-territorial jurisdiction.¹ A copy of the Intergovernmental Agreement is attached as Exhibit 5.

45. In the Intergovernmental Agreement the parties recognized that the area included in the annexation petition was "not anticipated to be annexed or connected to the City of Eau Claire's public utilities" until 2031 Exhibit 5 at 5.

46. With that understanding, the parties agreed that development within the area subject to the annexation petition "is expected to be served by individual private septic systems and wells for the foreseeable planning future. Development in these areas will be regulated primarily by the comprehensive plan[] and applicable ordinances of the ... Town and County." Exhibit 5 at 5.

47. Despite the Intergovernmental Agreement, the City chose to annex the property.

48. Moreover, even if the City had authority to extend utilities to the territory, there is no financially feasible way of doing so.

49. Further, the City abused its discretion because it contradicted its own Plan Commission, and, as set forth in paragraphs 51-56, violated Wis. Stat. § 66.0217.

50. The Annexation Ordinance must be declared invalid because the City abused its discretion in adopting the Annexation Ordinance in violation of the third prong of the rule of reason.

¹ Extra-territorial jurisdiction refers to an area three miles beyond the corporate boundaries of the City. Wis. Stat. § 236.02(5). The City may enforce some land division regulations within this area despite the territory being part of a town.

Count IV

Declaration that the Annexation Ordinance is Invalid for Failure to Comply with Wis. Stat. § 66.0217

51. The Town re-alleges paragraphs 1 through 50 as if fully set forth herein.

52. An annexation ordinance must comply with the statutory mandates of Wis. Stat. § 66.0217.

53. One such requirement is that “[b]efore introduction of an ordinance containing a temporary [zoning] classification, the proposed classification **shall be referred to and recommended by the plan commission.**” Wis. Stat. § 66.0217(8)(a) (emphasis added).

54. The Annexation Ordinance included a temporary zoning classification provision that “[t]he privately owned territory annexed to the City of Eau Claire by this ordinance is temporarily designated to be R-1A—Non-Sewered One-Family Dwelling District for zoning purposes while the territory owned by Eau Claire County for the continued use as Lowes Creek County Park is so designated to be P-Public.” Exhibit 4, § 3.

55. The City’s Plan Commission voted against the Annexation Ordinance when it considered it, meaning the Plan Commission did not recommend the temporary zoning classification.

56. Since the Annexation Ordinance contained a temporary zoning classification, and the Annexation Ordinance was not recommended by the Plan Commission, the Annexation Ordinance is invalid for failure to comply with statutory requirements.

REQUEST FOR RELIEF

WHEREFORE, for the foregoing reasons, the Town respectfully requests this Court grant the following relief:

- A. Enter an order invalidating and voiding the City's Annexation Ordinance;
- B. Declare that the annexed territory shall remain under the Town's jurisdiction and not under the City's jurisdiction;
- B. An award of reasonable attorney's fees and costs; and
- C. Order any other relief as the Court deems just and equitable.

DATED this 23rd day of June, 2023.

STAFFORD ROSENBAUM LLP

By: Electronically signed by Richard Manthe

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EXHIBIT 1

**TONY EVERS**

GOVERNOR

KATHY BLUMENFELD

SECRETARY

Municipal Boundary Review

PO Box 1645, Madison WI 53701

Voice (608) 264-6102 Fax (608) 264-6104

Email: wimunicipalboundaryreview@wi.govWeb: <http://doa.wi.gov/municipalboundaryreview>

March 21, 2023

PETITION FILE NO. 14570

NICHOLAS KOERNER, CLERK
CITY OF EAU CLAIRE
PO BOX 5148
EAU CLAIRE, WI 54702-5148

JANELLE HENNING, CLERK
TOWN OF WASHINGTON
5750 OLD TOWN HALL ROAD
EAU CLAIRE, WI 54701-8948

Subject: ORCHARD HILLS ANNEXATION

The proposed annexation submitted to our office on March 01, 2023, has been reviewed and found to be against the public interest.

In determining whether an annexation is in the public interest, s. 66.0217 (6), Wis. Stats. requires the Department to examine "[t]he shape of the proposed annexation and the homogeneity of the territory with the annexing village or city..." so as, to ensure the resulting boundaries are rational and compact. The statute also requires the Department to consider whether the annexing city or village can provide needed municipal services to the territory.

This petition is a re-submittal of a previous petition - #14502 – which was reviewed by the Department on May 23, 2022 and found to be against the public interest. This petition is for the same territory with two differences; it is now a direct annexation by one-half approval under s. 66.0217(3), Wis. Stats. and the petitioning landowner appears to have changed.

Having the same configuration as the previously reviewed petition, the Department's comments related to shape remain the same. The shape of the proposed annexation is somewhat long and irregular, narrowing in places, and nearly bisects the Town. However, this shape appears to be like an annexation to the City of Sheboygan which was upheld in *Town of Wilson v. City of Sheboygan*, 2020 WI 16.

Regarding services, the City is still not better able to serve the petitioned territory because the City remains at the planning stages with respect to needed sewer and water services. Only a portion of the proposed annexation is located within the City's approved sewer service area, that being the part owned by Eau Claire County and used as parkland. The portion of the annexation proposed for development lies outside of the approved sewer service area. The City is attempting to bring the entire annexation territory within the sewer service area by seeking a change to the sewer service area boundaries. However, to date, the West Central Wisconsin Regional Planning Commission and the Wisconsin DNR appear to have denied this request. The City currently provides EMS service and both the town and the city indicate that they both can provide fire and police protection.

Notes: It appears that the call to South Lowes Creek in line 67 of the metes and bounds description should be to South Lowes Creek **Road**.

The Department reminds clerks of annexing municipalities of the requirements of s. 66.0217 (9)(a), Wis. Stats., which states:

"The clerk of a city or village which has annexed shall file immediately with the secretary of administration a certified copy of the ordinance, certificate and plat, and shall send one copy to each company that provides any utility service in the area that is annexed. The clerk shall record the ordinance with the register of deeds and file a signed copy of the ordinance with the clerk of any affected school district..."

State and federal aids based on population and equalized value may be significantly affected through failure to file with the Department of Administration. Please file a copy of your annexing ordinance, including a statement certifying the population of the annexed territory. **Please include your MBR number 14570 with your ordinance.** Ordinance filing checklist available at <http://mds.wi.gov/>, click on "Help on How to Submit Municipal Records". Email scanned copy of required materials (color scan maps with color) to mds@wi.gov or mail to: Wisconsin Department of Administration, Municipal Boundary Review, PO Box 1645, Madison WI 53701-1645.

The petition file is available for viewing at: <http://mds.wi.gov/View/Petition?ID=2644>
Please call me at (608) 264-6102, should you have any questions concerning this annexation review.

Sincerely,



Erich Schmidtke, Municipal Boundary Review

cc: petitioner

State of Wisconsin
DEPARTMENT OF NATURAL
RESOURCES
101 S. Webster Street
Box 7921
Madison WI 53707-7921

Tony Evers, Governor
Preston D. Cole, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711



November 28, 2022

DNR No. WC0014

Mr. Chris Straight, Senior Planner
West Central Wisconsin Regional Planning Commission (WCWRPC)
800 Wisconsin St. Mailbox 9
Eau Claire, WI 54703-3606

Subject: Amendment Request for Chippewa Falls/Eau Claire Urban Sewer Service Area Plan for 2025

Dear Mr. Straight:

On October 4, 2022, the Wisconsin Department of Natural Resources (WDNR or Department) received a request from the West Central Wisconsin Regional Planning Commission (WCWRPC) to review a proposed sewer service area amendment for the Chippewa Falls/Eau Claire Urban Sewer Service Area Plan for 2025 (SSA Plan) requested by the City of Eau Claire (City).

Description of Amendment Area

The proposed Type 1 Sewer Service Area (SSA) amendment (or “land swap”) would not significantly change the overall acreage of the SSA. It would remove from the current SSA 219.8 acres (the ‘donor’ area) located within Sections 2, 35, and 36, T27N, R10W within the Town of Brunswick, and it would add to the SSA 219.64 acres (the ‘receiving’ area) located within Sections 8 and 9, T26N, R9W within the City of Eau Claire. The receiving area is contiguous with the SSA boundary on two sides, while the donor area is not contiguous with the current SSA boundary.

The proposed receiving area is part of the planned Orchard Hills development, of which 18.6 acres are located within the current SSA. This proposed development is compact with a density of 6.68 units per acre and 1,550 residential units in total.

Local Review & Public Involvement

WCWRPC evaluated the amendment request based on the following five criteria, which are outlined in [the SSA Plan](#) (pgs. 103-104):

- Such sewerage service can be provided in a cost-effective manner.
- There will be no significant adverse water quality and/or environmental impacts associated with providing sewer service to the area.
- The proposed amendment is consistent with the policies and goals of [the SSA] plan.
- Existing or planned sewerage systems have sufficient capacity to treat projected flows.
- The areas to be swapped are of the same acreage.

WCWRPC’s staff review concluded that the proposed amendment met all of the above criteria and was consistent with the policies and goals of the SSA Plan, with one exception. Policy 1.1.9 (pg. 83) states that a “[p]roposed plan amendment shall be located within or have a common boundary with the current

sewer service area and *shall not* create a void within the service area” (emphasis added). Even though the proposed donor area is near the SSA boundary (approximately 0.5 miles), its removal would create a void noncontiguous with the SSA boundary. However, to further the SSA Plan’s overall goals, the WCWRPC staff recommended the MPO approve the Type 1 SSA Plan amendment with conditions described in the staff report (Pg. 16-20).

On September 14, 2022, the Technical Advisory Committee (TAC) of the Chippewa-Eau Claire Metropolitan Planning Organization (MPO) held a meeting. Following review of the draft Staff Report the MPO-TAC voted against an advisory motion to approve the amendment application. WCWRPC issued the finalized Staff Report on September 18, 2022, with the addition of a brief amendment dated September 16, 2022, and letters on behalf of the development company and the Town of Washington.

The MPO Policy Council conducted a public hearing regarding this SSA amendment request on September 28, 2022. At the conclusion of the public hearing, the MPO Policy Council acted on a resolution recommending to WDNR that the amendment application be denied.

The Department received written public comments from 15 entities/individuals during the 30-day comment period, extending from September 28, 2022 through October 28, 2022, following the MPO’s advisory decision. Comments were also received on behalf of the Town of Washington, the City of Eau Claire, and the development team. All comments were reviewed and considered by the Department.

Department Review

Step 7 of the SSA plan states that “WDNR will make the final and official determination on all plan amendments based on consideration of public comments, written comments, official action taken by the MPO, standards, policies and procedures of the Sewer Service Area Plan, and NR 121 of the Wisconsin Administrative Code. WDNR will inform the applicant and WCWRPC of its decision on amendment requests within 60 days of the MPO’s decision.”

At this time, the Department has concluded that it cannot make a final determination on the request as submitted for the following reasons:

1. The Chippewa Falls/Eau Claire Urban Sewer Service Area Plan for 2025 clearly states “Those policies that direct action using the words "will" or "shall" are mandatory and regulatory aspects of the Chippewa-Eau Claire Urban Sewer Service Plan” (pg. 82). Policy 1.1.9 reads as follows: “Proposed plan amendments *shall* be located within or have a common boundary with the current sewer service area and *shall not* create a void within the service area” (emphasis added). Removal of the proposed donor area would create a void within the service area, which contradicts Policy 1.1.9. The Department finds the City did not make a sufficient case for allowing an exception to this policy.
2. In addition, WCWRPC recognized in their staff report that portions of the donor area may not be suitable for sewer development, which suggests that this may not be an appropriate area to consider for a Type 1 “land swap” amendment under the 2018 SSA plan.

For the Department to make a final determination on this amendment request, the City would either need to submit an amendment to the application proposing a new donor area that follows the SSA Plan's policies or withdraw its request and resubmit its application.

If the City chooses to amend their request, the amendment should be submitted to WCWRPC for evaluation of the additional information to ensure consistency with the SSA Plan and determine next steps. The WDNR will be glad to meet with the City of Eau Claire and WCWRPC staff to discuss this letter, status of our review, and potential paths forward.



Tim Asplund
Monitoring Section Chief
Bureau of Water Quality

e-cc:

Jason Knutson, P.E. - Wastewater Section Chief
Mark Hazuga – Water Resources Field Supervisor, DNR Eau Claire
Geisa Thielen, P.E. – Wastewater Field Supervisor, DNR Eau Claire
BetsyJo Howe – Water Resources Management Specialist, DNR Madison
Gunilla Goulding, P.E. – Wastewater Engineer, DNR Madison
Alixandra Burke – Staff Attorney, DNR Madison



Plan Commission Minutes
March 20, 2023 at 7:00 p.m.
City Hall Council Chambers

Commission Members Present: Granlund, Wolfgram, Obaid, Christopherson, Erickson, Davis, Helgeson, Brandvold

Commission Members Absent: Johnson

Staff Members Present: Allen, Petrie, Ness, Tietz

1. Call to Order – Chairperson Granlund called the Plan Commission meeting to order at 7:00 p.m.
2. Roll Call – Chairperson Granlund called roll for the meeting. Commissioners Granlund, Wolfgram, Obaid, Christopherson, Davis, Helgeson, Erickson, and Brandvold were present.
3. Open public comment period for items not on the agenda noted as public hearings.

Brian Binczak, 1815 Susan Drive, also with the Friends of Lowes Creek, spoke in opposition of the request and noted 500 signed petitions against the annexation. He noted that the isolation of the property along South Lowes Creek Road is 2.5 miles from the nearest City street and is allowing for an island. He questioned the proposed land use for apartments and mixture of land uses. In addition, he noted that existing streets will be difficult for traffic because it is not near a four-lane road. He noted that the Department of Administration (DOA) and MPO TAC recommended against this annexation.

Dori Pulse, 5885 Crocus Lane, spoke in opposition and referenced the rule of law and procedures set in place and the duties of the Plan Commission members. Questioned why the annexation is not following the process and referenced that it was noted that this has never happened before and there is no solid plan. The annexation was referred to as an island between the City and Town, with schools, access, fire and police not planned out but rather haphazard and costly.

Tina Ball, 5999 Cater Road, spoke in opposition and noted concerns about the density and the future impacts of the environment. In speaking of environment, spoke about the sewer failure in the Chippewa River that went 10 months without notice. Spoke about the proactive development process and the traffic impact of the proposed subdivision, including adding 2,500 people to the subdivision when built out. She noted that the comprehensive plan is not in compliance with the proposed annexation and the Plan Commission should follow it and it be enforced.

Joe Maurer, 611 Fountain Street, spoke about the site plan for agenda number #7 and that the project lacks site sensitivity in that numerous oak trees would be removed from the site. In addition, tree preservation was not shown on the site plan and noted that one should not take more than 25% of root ball of the tree. He noted that the site could be removed and redesigned the entire development. He would like to have the Plan Commission reconsider the plan, and hopefully the Bur Oaks would be saved.

Brad Grewe, 3867 Timber Creek Court, talked about the police and fire referendum and being in support of; however, spoke about the fiscal responsibility of the annexation and limited services and difficulty with the issues in the long term. Also, noted that the existing roadway will not be able to support the concept development and that the city should not continue to be in lawsuits with the Town of Washington. He noted that the SSA and the comprehensive plan have not been amended or approved to the changes.

Pat Smith, 2228 Peterson Avenue, President of the Home Builders Association of the Chippewa Valley and supports the proposed annexation. He noted the lack of housing within the city and the surrounding area. He noted that Eau Claire is growing and needs more affordable housing

Plan Commission Meeting
March 20, 2023
Page 2

options with all types of units. We have a great opportunity in front of us to expand our community in a controlled manner while creating smart housing growth for many years to come.

Jack Bushnell, 5396 Sindelar Drive, spoke in opposition about the annexation not connected to the city limits unless you include Lowes Creek County Park as being as part of the City of Eau Claire and to be environmentally careful with crossing Lowes Creek. The proposal was referred to as using circular reasoning and noted that the plans should be amended prior to the annexation.

Jennifer Shaddock, 5396 Sindelar Drive, spoke about the role of the Plan Commission and the ethics of the commission in the review of any annexation. This would be an island within the City and the Town of Washington, and over the years their own neighborhood would also be annexed into the City.

Scott Rogers, Vice-President of Government Affairs with Eau Claire Area Chamber of Commerce, noted that housing is the number one issue with employers. If we're serious about solving housing affordability we need to encourage reasonable and responsible actions by developers to increase that supply to attack that shortage, and we believe in this location that city annexation is the most responsible way to add housing. It provides more compact development closer to the city and provides city services with less sprawl. It's important to consider the overall needs of the community and this is a logical move to foster responsible growth.

Bill Wallo, 246 W. Lexington Blvd., attorney representing CDPG Developers, stated that this annexation is statutorily considered contiguous with the City of Eau Claire through Lowes Creek Park and is a majority petition.

Consent Agenda

4. Approval of the March 6, 2023 Plan Commission minutes. Christopherson moved to approval of the consent agenda, seconded by Wolfgram and the motion carried unanimously.

Regular Agenda

5. Public Hearing – For Recommendation to City Council – Rezoning (Z-1682-21 Amd) & Preliminary Plat (P-1-23) & Street Vacation & Dedication 2nd Street
Petrie presented a request for recommendation of approval on a rezoning amendment. The proposed site plan shows 20 units with 10 twin homes for ownership along with the preliminary plat. This agenda item will be on the Council agenda on the March 27th meeting.

Brady Gronk, GRIP Development, spoke with the support of the project. He noted the design of the garage on the rear of the building. Price of the material with the development is the goal to costs attainable for first time homebuyers' market rate of \$300,000 for the units along with the finishes.

Seth Markgren, Everyday Surveying and Engineering, noted the lot would be 15 feet from 1st Street and the closest to 2nd Street is also 15 feet. He noted the slope on the northwest corner of the lot is steep and will require a retaining wall.

Motion by Commissioner Brandvold to recommend the rezoning amendment, seconded by Commissioner Erickson and the motion carried unanimously. (Davis abstained)

6. Public Discussion - Annexation (23-1A)
Allen presented a request to recommend the annexation of approximately 438 acres from the Town of Washington to the City of Eau Claire. He noted this petition is a majority of land owner's annexation request. This is similar to the previous request of annexation approved last

Plan Commission Meeting

March 20, 2023

Page 3

June; however, the Eau Claire Circuit Court invalidated that annexation petition in February of this year. The land is partially within the sewer service area for the City and southern half is outside of the sewer service area. This will be considered at the Council meeting on March 28th.

Wolfgram asked about the Town of Washington and City of Eau Claire intergovernmental agreement why the city can approve an annexation without the town's consent, why the Plan Commission is reviewing prior to the DOA providing their report findings, and why the West Central Wisconsin Regional Planning Commission along with the DNR have not approved the SSA amendments.

Allen noted that the city attorney provided input regarding the intergovernmental agreement within the Plan Commission packet. He noted that the DOA noted the petition was received on March 1st and has up to 20 days to provide findings, which is tomorrow, March 21st and is only advisory on the annexation petition. Also, Allen noted that the SSA amendment is still under review by DNR and the RPC/MPO.

Erickson asked staff to further explain the provision in the intergovernmental agreement with the Town of Washington allowing for cooperative boundary agreements to assist with guiding annexation.

Allen stated the agreement is within the SSA boundary and 3-mile radius surrounding the city and that cooperative boundary agreements have not been explored or considered a necessary additional agreement with any of the surrounding Towns.

Grady Wolf, CDPG Developers LLC, spoke in support and noted the development plans have been under review for over 2 years; he noted the annexation was a majority land owner approach. He noted the four community meetings held throughout the previous year. After discussion with the neighborhood, he noted that the density was reduced including the location and inclusion of more single-family homes. Future planning is required and development should occur with this land and noted that community residents would prefer this number of homes to be on a few hundred acres than sprawled out over a few thousand acres.

Christopherson asked the applicant when the first shovel in the ground would occur and where would the first phase be and how many homes. Wolf noted a preference for this fall but more likely spring of 2024, with the first phase on the north end behind Rainetta Drive and about 80-120 homes.

Helgeson asked staff to clarify the DOA response and SSA amendment process. Allen clarified that the DOA response is advisory only and the SSA amendment included a request for more information last fall with City Engineer Solberg provided the requested materials to the DNR but no formal response has yet been presented.

Helgeson commended the applicant for meeting with the neighbors and reducing the proposed density by 40%, also noting more development details will come forward once annexation occurs and is therefore in support.

Wolfgram stated being very conflicted and also commended the development group for meeting with the neighbors as the Commission requested last fall, adding that as a member of the Regional Housing Study Steering Committee she has observed the need for 1,000 more housing units. While not completely opposed to voting yes, Wolfgram noted the missing advisory report from the DOA and the comprehensive plan is not updated and therefore preferred to delay the vote.

Plan Commission Meeting

March 20, 2023

Page 4

Erickson noted being conflicted in the same way as Commissioner Wolfgram, noting the compact and efficient growth in general guided by the comprehensive plan. He noted it does not appear particularly compact but agreed that it would be a legal annexation although is not connected to the city by any city road and connected only by the County park. He added that the Commission is really dealing with the annexation and not with what might come but felt it is important to know what the DOA's opinion is on this as well as seeing the SSA amended and therefore believed the annexation is premature.

Motion by Commissioner Helgeson to recommend approval of the annexation. Seconded by Commissioner Christopherson and the motion failed (4-4), thereby moving a neutral recommendation forward to City Council. (Nay: Obaid, Wolfgram, Erickson, Davis)

7. Public Discussion - Site Plan (SP-2309)

Petrie presented a request for the approval of a site plan for a multi-family apartments project located at 3421 Cypress Street. He noted the site plan is the final step in the process. This 36-townhome unit and is consistent with the general development plan and mixture of units. The units developed would be similar to the two-story buildings.

Sean Bohan with Advanced Engineering Concepts, noted that the construction of the buildings would save as many mature trees possible. He noted that the existing site would have better drainage than the current site.

Marcus Sessler with Wendel Companies, noted that the development would start later this spring with construction to continue into next year.

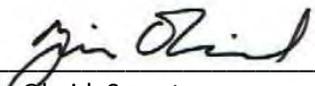
Motion by Commissioner Helgeson to approve the site plan with staff conditions. Seconded by Commissioner Brandvold and the motion was carried unanimously.

8. Future Agenda Items and Announcements

Allen announced that the next meeting will be on Monday, April 3rd. Allen also referenced the new website to track progress of the Regional Housing Study is at eauclairregionalhousing.org.

9. Adjournment

The meeting adjourned at 9:05p.m.



Zina Obaid, Secretary

EXHIBIT 4

ORDINANCE NO. 7503**ORDINANCE ANNEXING TERRITORY TO THE CITY OF EAU CLAIRE.****THE CITY COUNCIL OF THE CITY OF EAU CLAIRE DOES ORDAIN AS FOLLOWS:**

WHEREAS, the petitioned annexation is in the public interest, and is consistent with sound regional growth; and

WHEREAS, the territory petitioned for annexation is contiguous to the City of Eau Claire and is by shape, use, zoning, and homogeneity best served by the City of Eau Claire and consistent with statutory and legal standards for such annexations in the State of Wisconsin; and

WHEREAS, the City of Eau Claire is the second fastest growing city in the State of Wisconsin among cities with a population over 40,000 and additional land within the City of Eau Claire is needed to support such growth in an orderly, compact, efficient, and reasonable manner; and

WHEREAS, the Wisconsin Department of Administration reports that Eau Claire County was one of just 7 counties in Wisconsin that grew by over 2,000 residents between the 2020 and 2022 census; and

WHEREAS, the City of Eau Claire is expected to continue to grow in residents through at least 2027 according to respected demographic tracking sources adding additional need for housing units to what is a current deficit and recognized need for housing constructed at all income levels; and

WHEREAS, it is in the strong public interest that such growth occur in the petitioned territory on a more compact and sustainable growth pattern within the City of Eau Claire to protect our shared environment and especially the regional groundwater as Eau Claire County soil data indicates the subsurface soils in this area are not well suited for private septic systems, and the City of Eau Claire has a recently upgraded, state of the art, highly rated wastewater treatment plant that has adequate capacity to serve the annexation territory; and

WHEREAS, the City of Eau Claire is well positioned to provide municipal services necessary to support the expected growth and development in the proposed annexation territory including already providing the area with EMS emergency care, the timeliest available fire response from an upgraded station, a highly regarded police department, nearby city parks, a safe street and sidewalk system augmented by the state's second largest municipal trail systems; and

WHEREAS, all the electors and all of the private landowners that own all of the assessed value in the territory and more than 70% of the land by area, have petitioned for annexation expressing their preference to exercise their property and political rights within the City of Eau Claire;

NOW THEREFORE, it is hereby resolved as follows:

Section 1. Territory Annexed. In accordance with Section 66.0217 of the Wisconsin Statutes, the following described territory in the Town of Washington, Eau Claire County, Wisconsin, is annexed to the City of Eau Claire, Wisconsin.

**STEWART/HAUGE/CDPG DEVELOPERS, LLC ANNEXATION (Petition #14570)
Town of Washington**

LOCATED IN PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, AND THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, SECTION 4, TOWNSHIP 26 NORTH, RANGE 9 WEST, AND PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, ALL OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, SECTION 9, TOWNSHIP 26 NORTH, RANGE 9 WEST, AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, SECTION 10, TOWNSHIP 26 NORTH, RANGE 9 WEST, AND PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, AND SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, SECTION 8, TOWNSHIP 26 NORTH, RANGE 9 WEST, ALL IN THE TOWN OF WASHINGTON, EAU CLAIRE COUNTY, WISCONSIN. INCLUDING PART OF CERTIFIED SURVEY MAP NUMBER 3570, RECORDED IN VOLUME 20 OF CERTIFIED SURVEY MAPS ON PAGE 141-145 AS DOCUMENT NUMBER 1191808, PART OF OAK RIDGE RECORDED IN VOLUME 9 OF PLATS ON PAGE 18 AS DOCUMENT NUMBER 352050, ALL OF CERTIFIED SURVEY MAP NUMBER 780, RECORDED IN VOLUME 4 OF CERTIFIED SURVEY MAPS, ON PAGE 122-123, AS DOCUMENT NUMBER 610963. THE PARCEL IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the East Quarter Corner of said Section 4;
Thence S88°42'51"W, 1294.31 feet along the East-West Quarter line of said Section 4 to the Point of Beginning;
Thence continuing along said East-West Quarter line S88°42'51"W, 1945.62 feet to the Northeast Corner of Certified Survey Map Number 1960, recorded in Volume 10 of Certified Survey Maps, on Pages 343-344, Document Number 837346;
Thence S01°14'06"W, 954.15 feet along the West line of said Certified Survey Map Number 1960 and a southerly extension thereof, to the North Corner of Lot 2, Certified Survey Map Number 1037, recorded in Volume 5 of Certified Survey Maps on Pages 274-275, as Document Number 665917, and the southwesterly right-of-way line of South Lowes Creek Road;
Thence S48°24'26"E, 306.50 feet along said right-of-way line;
Thence 394.93 feet along said right-of-way line and the arc of a curve, concave northeasterly, with

a chord bearing of S63°15'10"E, a chord length of 390.53 feet, and a radius of 762.10 feet;
Thence S78°05'55"E, 96.46 feet along said right-of-way line;
Thence N88°41'18"E, 1204.62 feet along the southerly right-of-way line of South Lowes Creek Road;
Thence S52°50'23"E, 78.29 feet to the westerly right-of-way line of South Lowes Creek Road;
Thence S14°22'38"E, 657.70 feet along said westerly right-of-way line;
Thence S11°02'38"E, 602.62 feet along said westerly right-of-way line;
Thence S11°00'08"E, 469.77 feet along said westerly right-of-way line;
Thence N78°30'43"E, 392.91 feet;
Thence S11°00'17"E, 402.60 feet;
Thence S78°30'43"E, 392.93 feet to the westerly right-of-way line of South Lowes Creek Road;
Thence S11°00'08"E, 370.61 feet along said right-of-way line, to the northerly right-of-way line of Evergreen Terrace;
Thence S87°08'22"W, 1322.41 feet along said northerly right-of-way line;
Thence S57°32'56"W, 181.55 feet along the northwesterly right-of-way line of Evergreen Terrace;
Thence 143.78 feet along said right-of-way line and the arc of a curve, concave northwesterly, with a chord bearing of S62°13'08"W, a chord length of 143.62 feet, and a radius of 882.00 feet;
Thence S66°53'20"W, 182.49 feet along said right-of-way;
Thence 88.98 feet along said right-of-way and the arc of a curve, concave southeasterly, with a chord bearing of S52°09'14"W, a chord length of 88.01 feet, and a radius of 173.00 feet to a point on the East line of said Southeast Quarter of the Northwest Quarter;
Thence S00°18'57"E, 550.20 feet along said East line, to a point on the easterly extension of the southerly right-of-way line of Rainetta Drive;
Thence S88°24'33"W, 307.21 feet along the southerly right-of-way line of Rainetta drive to the northeast corner of Certified Survey Map 2245, recorded in Volume 12 of Certified Survey Maps, on Page 143 as Document Number 919517;
Thence S01°34'32"E, 249.88 feet to the southeast corner of said Certified Survey Map Number 2245;
Thence S83°52'51"W, 252.46 feet along the southerly line of said Certified Survey Map Number 2245;
Thence S88°25'21"W, 726.08 feet to the southwest corner of said Certified Survey Map Number 2245 and the southeast corner of Certified Survey Map Number 999, recorded in Volume 5 of Certified Survey Maps, on Page 204-205 as Document Number 657951;
Thence S88°23'51"W, 683.18 feet to the Southwest corner of Certified Survey Map recorded in Volume 1, on Page 174 and the southeast corner of Wood Crest Highlands 2nd Addition recorded in Volume 11 of Plats, on Page 27 as Document Number 421167;
Thence S88°33'52"W, 633.86 feet to the Southwest Corner of said Wood Crest Highlands 2nd Addition and the West line of the Northwest Quarter of said Section 9;
Thence S00°06'08"W, 290.50 feet to the West Quarter Corner of Section 9;
Thence S00°37'33"W, 1322.67 feet to the southwest corner of said Northwest Quarter of the Southwest Quarter;
Thence S89°29'28"W, 1969.50 feet;
Thence S89°23'23"W, 665.26 feet to the West line of the Southeast Quarter of said Section 8;
Thence S00°56'51"W, 66.08 feet along said West line;
Thence N89°26'19"E, 495.22 feet;

Thence S00°58'53"W, 444.46 feet;
Thence N89°57'54"E, 212.07 feet;
Thence S01°07'29"E, 762.12 feet to the South line of the Southeast Quarter of said Section 8;
Thence S89°04'56"E, 1906.92 feet to the Southwest Corner of said Section 9;
Thence N88°02'22"E, 2642.12 feet to the South Quarter Corner of said Section 9;
Thence N00°18'57"W, 2647.28 feet along the East line of the Southwest Quarter of said Section 9;
Thence N87°57'41"E, 1894.05 feet along the South line of the Northeast Quarter of said Section 9;
Thence N00°53'58"E, 208.00 feet;
Thence N87°57'41"E, 194.52 feet to the westerly right-of-way line of South Lowes Creek Road;
Thence S16°43'11"E, 214.74 feet along said right-of-way line to the South line of said Northeast Quarter;
Thence N87°57'41"E, 379.00 feet to the East Quarter Corner of said Section 9;
Thence S87°23'19"E, 338.60 feet along the South line of the Northwest Quarter of said Section 10 to the easterly right-of-way line of South Lowes Creek;
Thence N53°07'37"W, 64.19 feet along said right-of-way;
Thence 213.17 feet along said right-of-way and the arc of a curve, concave southwesterly, with a chord bearing of N63°53'45"W, a chord length of 212.29 feet, and a radius of 676.62 feet;
Thence N72°55'17"W, 189.80 feet along said right-of-way;
Thence 564.42 feet along said right-of-way and the arc of a curve, concave northeasterly, with a chord bearing of N45°49'10"W, a chord length of 543.61 feet, and a radius of 596.62 feet;
Thence N23°20'44"W, 86.76 feet along said right-of-way;
Thence N16°28'50"W, 47.93 feet along said right-of-way;
Thence N01°34'15"E, 106.62 feet along said right-of-way to a point lying 25 feet, more or less, northeasterly of the thread of an unnamed tributary to Lowes Creek and the beginning of a meander line;
Thence N45°31'11"E, 757.83 feet along said meander line, to a point lying N87°39'09"W, 95 feet, more or less, along the North line of the Southwest Quarter of the Northwest Quarter, said Section 10, from the thread of an unnamed tributary to Lowes Creek and the end of said meander line;
Thence N00°53'58"E, 1314.44 feet along the East line of the Northeast Quarter of said Section 9 to the Northeast Corner of said Section 9;
Thence N01°24'55"E, 1590.65 feet along the East line of the Southeast Quarter of said Section 4 to a point lying 59 feet, more or less, southerly of the northerly ordinary high water mark of Lowes Creek and the beginning of a meander line;
Thence N87°40'04"W, 1004.80 feet along said meander line;
Thence N41°30'35"W, 422.90 feet along said meander line to the West line of the Northeast Quarter of the Southeast Quarter of said Section 4, and a point lying 60 feet, more or less, southerly of the said ordinary high water mark;
Thence N01°23'53"E, 643.35 feet to the Point of Beginning.

Said parcel contains 19,094,359 square feet or 438.34 total acres, more or less, including those lands lying between the property line and meander line.

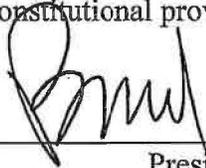
Current population of such territory is two (2).

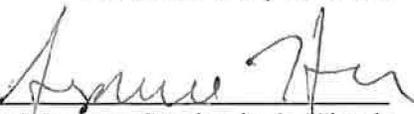
Section 2. Effect of Annexation. From and after the date of this ordinance, the territory described in Section 1 shall be part of the City of Eau Claire for any and all purposes provided by law and all persons coming or residing within such territory shall be subject to all ordinances, rules and regulations governing the City of Eau Claire.

Section 3. Temporary Zoning Classification. The privately owned territory annexed to the City of Eau Claire by this ordinance is temporarily designated to be R-1A -- Non-Sewered One-Family Dwelling District for zoning purposes while the territory owned by Eau Claire County for the continued use as Lowes Creek County Park is so designated to be P—Public, with all subject to all provisions of the zoning ordinance of the City of Eau Claire relating to such district classification and to zoning in the city.

Section 4. Ward Designation. The territory described in Section 1 of this ordinance is hereby made a part of the 15th Assessment Ward and the 2nd Aldermanic District of the City of Eau Claire, subject to all ordinances, rules and regulations of the city governing wards and districts.

Section 5. Severability. If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to any person or circumstance is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or application of this ordinance which can be given effect without the invalid or unconstitutional provisions or applications.

(SEAL)  _____
 President Terry L. Weld

(SEAL)  _____
 City Manager Stephanie A. Hirsch

(ATTESTED)  _____
 City Clerk Nicholas L. Koerner

First Reading March 14, 2023
 Final Reading March 28, 2023
 Adopted March 28, 2023
 Published April 3, 2023
 Effective April 3, 2023



City of Eau Claire | Community Development
 203 S. Farwell St.
 P.O. Box 5148, Eau Claire, WI 54702-5148
 www.eauclairewi.gov

CERTIFICATE OF ANNEXATION

STATE OF WISCONSIN)
 COUNTY OF CHIPPEWA)
 COUNTY OF EAU CLAIRE)

I, Nicholas Koerner, City Clerk of the City of Eau Claire, Counties of Chippewa and Eau Claire, Wisconsin, DO HEREBY CERTIFY that the following described territory was detached from the Town of Washington, Eau Claire County, by an ordinance passed by the Common Council of the City of Eau Claire, at a regular meeting held on the 28th day of March, 2023.



 City Clerk Nicholas L. Koerner

Dated:
 April 3, 2023

The population is two (2).



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STATE OF WISCONSIN)

COUNTY OF CHIPPEWA)

COUNTY OF EAU CLAIRE)

I, Nicholas Koerner, City Clerk of the City of Eau Claire, Counties of Chippewa and Eau Claire, State of Wisconsin, do hereby certify that the attached is a true and correct copy of a certain ordinance passed by the City Council of the City of Eau Claire at a regular session thereof held on the 28th day of March, 2023.

City Clerk Nicholas L. Koerner

Dated:
 April 3, 2023

CONFIDENTIAL DOCUMENT

INTERGOVERNMENTAL AGREEMENT**EXTRATERRITORIAL JURISDICTION POLICIES**

1. **Parties.** This Intergovernmental Agreement (“Agreement”) is made and entered into this 16th day of February, 2011, by and between the Towns of Wheaton, in Chippewa County, and Brunswick, Pleasant Valley, Seymour, Union and Washington, in Eau Claire County, all in the State of Wisconsin, hereinafter called the “Towns”, and the City of Eau Claire, a Wisconsin municipal corporation with offices located at 203 South Farwell Street, Eau Claire, WI 54701 (collectively referred to herein as the “Parties”).
2. **Recitals.**
 - A. On March 6, 2009 the Parties entered into a Settlement Agreement, under authority of § 66.0301, Wis. Stats., to resolve certain disputes between the Parties involving land division regulations within the three-mile extraterritorial plat approval jurisdiction of the City of Eau Claire, referred to herein as the “ETJ”;
 - B. As part of the Settlement Agreement, the Parties agreed to negotiate a long-term agreement regarding land division policies in the ETJ, using as a starting point a proposed agreement between the City and the Town of Seymour;
 - C. This Agreement has been prepared and entered into pursuant to the March 6, 2009 Settlement Agreement.
3. **Authority.** This Agreement is entered into under authority of § 66.0301, Wis. Stats.
4. **ETJ Defined.** The area addressed by this Agreement is the statutory three-mile extraterritorial plat approval jurisdiction of the City of Eau Claire, as defined by §§ 66.0105 and 236.02(5), Wis. Stats..
5. **Purpose.** The purpose of this Agreement is to promote a long-term, environmentally sound, cost-effective pattern of land divisions for future growth in the metropolitan area. This Agreement will encourage compact and cost-effective development in the Towns and City’s perimeter by allowing appropriate infill lots, allowing clustered development lots, and preserving working farms and sustainable development patterns. A specific objective of this Agreement is for the Parties to agree upon and adopt, as part of each jurisdiction’s comprehensive plan, a similar set of policies for regulating land divisions within the ETJ.

6. **Term.** The initial term of this Agreement shall be for ten (10) years and shall automatically renew for a second ten (10) year term unless one of the Parties notifies the others at least 90 days prior to expiration that it does not desire to renew. The Parties shall meet within 30 days of any such notice and make a good faith effort to reach terms agreeable to the Parties to permit the extension of this Agreement. No breach or violation of any of the terms of this Agreement by any of the Parties shall operate to void or terminate or provide grounds for termination of this Agreement, it being the intent of the Parties that any such breach or violation shall only be redressed, enjoined or otherwise remedied by specific performance pursuant to Section 18. B. herein.
7. **Comprehensive Planning.**
- A. Pursuant to § 66.1001, Wis. Stats., the City adopted a comprehensive plan on September 27, 2005 to guide its decisions regarding long-term growth and physical development of the City through 2025.
- B. Pursuant to §§ 60.61 and 66.1001, Wis. Stats., each of the Towns has adopted a comprehensive plan to guide decisions regarding long-term growth and physical development of each Town through 2025.
- C. The Parties recognize and acknowledge the right of both the City and the Towns to prepare and adopt comprehensive plans and plan amendments that may include, among other matters, goals, objectives, and policies to guide land divisions within their respective portions of the ETJ. The Parties agree that as their plans relate to land divisions within the ETJ, such plans and plan amendments shall be consistent with this Agreement.
8. **Land Division Regulations.** The Parties stipulate and agree that within the ETJ, land divisions, by plat, condominium plat, certified survey map, or other means, must meet the land division regulations and requirements of the City and applicable County and Town regulations and requirements. Nothing in this Agreement restricts or abrogates the statutory powers of the Parties to review and approve land divisions within the ETJ.
9. **Classes of Land.** The Parties recognize and acknowledge that there are two general classes of land within the ETJ:
- A. Areas within both the ETJ and the Sewer Service Area (SSA) delineated by the regional MPO and adopted by WDNR; and

B. Areas within the City's ETJ, but not within the SSA.

The current boundaries of the SSA, as delineated in the *Chippewa Falls/Eau Claire Urban Sewer Service Area Plan for 2025* approved by the MPO on May 3, 2006 and the WDNR on July 5, 2007, and the City's ETJ, are depicted in Exhibit A.

Any future adjustments to the SSA shall be made pursuant to State law and regulations, which currently requires approval of the MPO and WDNR and amendment of the *City of Eau Claire Comprehensive Plan*.

10. **Policies for Residential Land Divisions Within the SSA.** The Parties recognize and acknowledge that the City has a legitimate role in ensuring that areas within the SSA are carefully planned and developed. It is anticipated that at some point in the future, these lands will be annexed and attached to the City's public utility systems.

It is reasonable that the City require that residential areas within the SSA be developed in general accordance with the City's comprehensive plan, municipal ordinances, and design standards. The Parties recognize that haphazard or premature development in these areas could prevent efficient use of the land resource and inhibit efficient and cost-effective delivery of urban services.

The Parties agree to amend their respective comprehensive plans and land division regulations and jointly request amendment of the Eau Claire and Chippewa County Land Division Ordinances to incorporate the following standards for land divisions within the portion of the ETJ within the SSA:

- A. Land divisions for residential purposes shall be permitted based on an overall base density standard of one single family lot per ten (10) acres.
- B. The City and respective Town shall consider the following criteria in its review of proposed land divisions:
- (1) Each lot shall meet health code requirements for on-site sewage treatment and private water wells.
 - (2) The proposed lot layout for the overall parcel shall locate houses and other structures on building sites that have the least impact on environmentally sensitive areas and are

less well suited for farming and agricultural uses.

(3) The remainder of the overall parcel not developed with lots and roads shall require a conservation easement or other form of protection precluding further development until such time as urban services can be provided.

(4) The proposed lot layout for the overall parcel shall provide for the future efficient re-subdividing for higher urban densities.

C. Exceptions to the one lot per ten (10) acre density standard shall be considered based on the following criteria:

(1) The proposed lots are infill lots that meet the following criteria:

a. The proposed lots are in areas that have been previously divided into smaller lots.

b. The proposed lots cannot be reasonably served with city utilities due to natural barriers, i.e., creeks or hills, man-made barriers, major highways, or significant existing development.

c. It would be cost prohibitive to serve the proposed lots with city utilities.

d. Creating the proposed lots is a means of lessening development pressure on larger tracts of land outside the SSA.

e. The proposed lots must be created by a Certified Survey Map (4 lots or less).

f. The proposed lots must be reasonably consistent in size with the existing adjacent lots.

(2) The proposed lots will be served by a sewer connected to a common wastewater treatment system approved under COMM 83, Wisconsin Administrative Code. All sewer mains, trunk, and lateral lines must meet City of Eau Claire standards for such facilities. If the proposed lots will be served by a community water supply system approved under NR 811, all water lines and mains must meet City of Eau Claire standards for such facilities. The lots must meet the access and lot design standards of the City of Eau Claire and the respective Town. The proposed lot layout for the overall parcel must provide for efficient re-subdividing for urban densities and cost-

effective and orderly extension of public streets and utilities at the time that public utilities are available to the site. In addition, the property must be part of a cooperative boundary agreement approved pursuant to § 66.0307 Wis. Stats., requiring the current owner and any future owner of the divided lots to annex to the City of Eau Claire at the time that any adjoining contiguous parcel is annexed or petitions to annex and public sanitary sewer service and public water supply are available from the City of Eau Claire.

- (3) The proposed lots are in an area subject to a boundary adjusting intergovernmental agreement or cooperative boundary agreement between the City of Eau Claire and the Town and the proposed lots are expressly permitted by such intergovernmental agreement or cooperative boundary agreement. (No such agreements are currently in place. See Section 17.)

11. **Policies for Residential Land Divisions in the ETJ but Outside the Chippewa Falls/Eau Claire SSA.** The Parties recognize and acknowledge that areas outside the SSA, but within the ETJ, are not anticipated to be annexed or connected to the City of Eau Claire's public utilities within the term of this Agreement. Development in these areas is expected to be served by individual private septic systems and wells for the foreseeable planning future. Development in these areas will be regulated primarily by the comprehensive plans and applicable ordinances of the respective Town and County.

The Parties agree to amend their respective comprehensive plans and land division regulations and jointly request amendment of the Eau Claire and Chippewa County Land Division Ordinances to incorporate the following standards for land divisions within the portion of the ETJ outside the SSA:

- A. Land divisions for residential purposes shall be permitted based on the following overall base density standards as depicted and described in Exhibit A, which generally reflects the future land use maps in the comprehensive plans of the six Towns, and as further stated herein:
 - (1) Rural Residential (RR), Rural Residential Cluster (RRC) areas: One dwelling unit per two (2) acres, or such more restrictive standard requiring a higher minimum lot size if established by the respective Town's comprehensive plan or subdivision ordinance.
 - (2) Rural Preservation (RP) and Rural Transition (RT) areas: One dwelling unit per

five (5) acres, or such more restrictive standard requiring a higher minimum lot size if establishes by the respective Town's comprehensive plan or subdivision ordinance.

- a. Within the RT zoning classification, new development shall be limited in accordance with all policies applicable to RP. However, upon at least 75% of the lots within the RR and RRC classifications being developed and occupied, the respective Town and the City agree to reclassify a mutually agreed upon portion of the area designated RT to RR or RRC classifications. The specific areas to be reclassified will be determined jointly by the respective Town and the City at the time the 75% threshold is reached.

B. The City and respective Town shall consider the following criteria in its review of residential land divisions:

- (1) Each lot shall meet health code requirements for on-site sewage treatment and private water wells.
- (2) The proposed lot layout for the overall parcel shall locate structures on building sites that have the least impact on environmentally sensitive areas and are less well suited for farming and agricultural uses.
- (3) The proposed land division shall be consistent with the comprehensive plan of the respective Town.

C. Exceptions to base residential density standard shall be considered based on the following criteria:

- (1) The proposed lots are infill lots that meet the following criteria:
 - a. The proposed lots are in areas that have been previously divided into smaller lots.
 - b. The proposed lots must be created by a certified survey map (4 lots or less).
 - c. The proposed lots must be reasonably consistent in size with the existing adjacent lots.
 - d. Creating the proposed lots is a means of lessening development pressure on

larger tracts of land.

(2) The proposed lots are in a conservation subdivision that is regulated and approved under the Conservation Subdivision Ordinance of Eau Claire County, Wisconsin and Chippewa County, Wisconsin and meet the following criteria:

- a. Proposed lots in areas classified as Rural Preservation and Rural Transition, as depicted in Exhibit A, shall not exceed a maximum density of one single-family lot per five (5) acres of potentially development land with minimum lot sizes not less than one (1) acre. As an example, this formula would yield up to 8 one-acre lots in a conservation subdivision and 32 acres of preserved farmland for a parcel with 40 acres of potentially developable land.

Note: For the purposes of this Agreement, "potentially developable land" shall be defined as privately-owned land that is outside any WDNR delineated wetland or FEMA delineated 100-year floodplain and has less than a 12 percent slope.

- b. Proposed lots in areas classified as Rural Residential and Rural Residential Cluster, as depicted on Exhibit A, shall have a minimum lot size of at least one (1) acre in size and at least 40% of the potentially developable area within the parent parcel shall be placed under a conservation easement or comparable protection. As an example, this formula would yield a maximum of 24 single-family lots and 16 acres of protected open space for a parcel with 40 acres of potentially developable land.
- c. The proposed lots are in an area subject to an intergovernmental agreement or cooperative boundary agreement between the City of Eau Claire and the Town and the proposed lots are consistent with such intergovernmental agreement or cooperative boundary agreement.

12. Conservation Subdivision Ordinance. The Parties agree to jointly submit a proposed Conservation Subdivision Ordinance to Eau Claire County and Chippewa County that generally follows the Model Conservation Subdivision Ordinance prepared by UW Extension in compliance with Wisconsin's Smart Growth Law.

13. Non-Residential Land Divisions. Land divisions for non-residential purposes in the ETJ shall be permitted on the basis of the following:

A. Non-Residential Land Divisions within the SSA.

Non-residential land divisions within the SSA shall be regulated on the basis of land use and lot size and dimensions as regulated under existing zoning and subdivision codes. Properties may be rezoned to commercial or industrial districts only with concurrence of both the City and the respective Town, unless such properties are annexed into the City.

B. Non-Residential Land Divisions outside the SSA.

- (1) In the Towns of Brunswick, Pleasant Valley, Seymour, and Washington land divisions for non-residential purposes outside the SSA shall be regulated on the basis of land use and lot dimensional requirements in applicable County and Town regulations and plans. The following general policies shall apply to non-residential development in these Towns:
 - a. The preferred commercial uses in rural areas are agricultural-related uses, such as, veterinarian clinics, greenhouses/nurseries, or agricultural implement dealers.
 - b. Industrial and commercial development shall be encouraged to locate near incorporated areas, existing business developments, or along collector and arterial roadways.
 - c. When rezoning is requested, only that portion of land necessary for the contemplated use shall be rezoned.
- (2) In the Towns of Wheaton and Union, it is recognized that special circumstances exist, particularly along the U.S. Highway 12 corridor and at the CTH T and Highway 29 interchange. In Union and Wheaton, the Towns and the City agree to make good faith efforts to enter into intergovernmental agreements that will address criteria for permitting non-residential land divisions. Prior to the implementation of such agreements, the Parties shall review and approve proposed non-residential land divisions on the basis of the City of Eau Claire's Comprehensive Plan Objective 3, Policy 3. Non-Sewered Development, which the Towns will adopt in their respective Comprehensive Plans and enforce fully through code and administrative action.

C. Highway Corridor Site Plan Review.

Nonresidential development along major highway corridors serving as entry points to the broader Eau Claire community yet outside the corporate limits of the City, as identified in Exhibit B, shall be subject to advisory site plan review by both the respective Town and the City to ensure high quality development along these important community transportation corridors. Final site plan review approvals shall be made by the respective agency having zoning jurisdiction.

The areas subject to site plan reviews include all lands within 1,000 feet from the r.o.w. lines of the following highway corridors:

Highway 12 and Interstate 94 (Town of Union and Town of Wheaton) – East of Elk Creek Road
Highway T (Town of Wheaton) – South of Old Highway 29 (Business Highway 29)
Highway 53 (Town of Washington) – North of County Highway I (Otter Creek Road)
Highway 93 (Town of Washington) – North of County Highway II
Highway 37 (Town of Brunswick) – North of State Highway 85

The Parties agree to jointly submit a proposed Site Plan Review Ordinance to Eau Claire County and Chippewa County that will provide a mechanism for implementing City site plan standards through site plan reviews referenced in this section. The recommended Site Plan Review Ordinance shall contain review criteria consistent with and comparable to the review criteria contained in §18.45.050 City of Eau Claire Municipal Code, in effect at the date of this Agreement.

14. **Exercise of City Extraterritorial Plat Review.** The Parties agree that the City shall retain its statutory powers of Extraterritorial Plat Review, as provided in Wis. Stats. §236.45(3), but that the City will exercise such powers consistent with the standards set forth in Sections 10 through 13 of this Agreement.

15. **Subarea or Neighborhood Plans.** The Parties agree to participate in subarea or neighborhood planning for areas within, or immediately adjacent to, the SSA that are reasonably anticipated to experience significant development within a ten (10) year planning period. Participation shall include the City and any Town with territory in the planning area with meetings open to development interests and property owners. Such planning efforts shall focus on transition of the area from current use to an urban or urbanizing area while respecting remaining land uses prior to such transition. Subarea and neighborhood planning is a cooperative effort to plan for the best possible development of our community, but it

shall not prevent, delay, or in any way limit consideration and approval of, land use decisions subject to independent legislative action by any Party.

16. Severability – Suspension of Agreement.

- A. The provisions of this Agreement are severable. In the event that any provision is held to be invalid or unconstitutional, or if the application of any provision to any person or circumstance is held to be invalid or unconstitutional, such holding shall not affect the other provisions or application of this Agreement which can be given lawful effect without the invalid or unconstitutional provisions or application.
- B. If any provision of this Agreement is held to be invalid or unconstitutional, then any Party can upon written notice to all other Parties declare this Agreement terminated until the Parties can reinstate the Agreement to maintain the Agreement's original intent to the greatest extent possible while complying with the ruling. Should the Parties not be able to reach an agreement to reinstate this Agreement within 120 days, the Parties agree to participate in mediation and the cost of said mediation to be shared equally by all the Parties.

17. Cooperative Boundary Agreements. The Parties agree to make good faith efforts to enter into cooperative boundary agreements under § 66.0307, Wis. Stats., or other intergovernmental agreements, that will address long-term municipal and SSA boundaries. One of the key objectives of a cooperative boundary agreement, or other form of intergovernmental boundary agreement, will be to eliminate “town islands” and irregular municipal boundaries that pose long-term impediments to compact and efficient urban growth and the cost-effective and efficient delivery of public services.

18. Authorizing Resolutions, Comprehensive Plan Amendments, and Ordinance Amendments.

- A. *Authorizing Resolutions.* The resolutions of governing bodies of the Parties that adopt and authorize this Agreement are attached hereto as Exhibit C. All Parties shall also adopt resolutions initiating amendment of their respective Comprehensive Plans. Unless and until all the Parties adopt such resolutions to authorize both this Agreement and to implement required comprehensive plan amendments, this Agreement is of no effect and shall not bind any Party, or group if less than the whole, to its terms.

B. *Comprehensive Plan and Ordinance Amendments.* This Agreement requires the Parties to adopt or amend previously adopted Comprehensive Plans and local ordinances to conform to its terms and conditions. The Parties shall promptly engage in the lawful process of adopting or amending their Comprehensive Plans and related ordinances and shall adopt such conforming plans and ordinances within one year of adoption of this Agreement and provide notice of the same to all other Parties. Failure of any Party to do so is a material breach of this Agreement and may be enforced by specific performance by any other Party.

19. **Binding Effect.** This Agreement shall bind, and accrue to the benefit of, all successors of the Parties. This Agreement is for the exclusive benefit of the Parties and their successors and assigns and shall not be deemed to give any legal or equitable right, remedy or claim to any other person or entity.

20. **Enforcement.**

A. *Disputes Settled by Arbitration.* Except as expressly provided otherwise in this Agreement, disputes over compliance with this Agreement shall be resolved by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect but under the auspices of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be by one (1) arbitrator and shall take place in Eau Claire, Wisconsin. The Parties' remedies are limited by the terms of this Agreement. The arbitrator is empowered to award any such remedy available under the terms of this Agreement and the laws of the State of Wisconsin. Within fifteen (15) days of a demand for arbitration, the affected Parties shall attempt in good faith to select the arbitrator. The arbitrator shall be neutral and shall not have any financial or personal interest in the result of the arbitration. Except as otherwise agreed by the Parties in writing, if an arbitrator is not appointed within fifteen (15) days of a demand for arbitration, then, at the request of any affected Party, an arbitrator shall be appointed in accordance with Wis. Stat. § 788.04.

B. *Limitation on Commencement of Civil Action.* Section 20. A. of this Agreement shall be the exclusive method of resolving the issues specified under this Agreement and both the Parties waive their rights under Sec. 893.80, Wis. Stats., and their rights to seek remedies in court as to such issues except that the prohibition on court actions shall not apply to:

(1) Actions to enforce arbitration award under paragraph 20. A.

- (2) Actions for injunctive relief necessary to protect the public health, safety or welfare during the dispute resolution process.
- (3) Disputes involving a necessary third party who refuses to consent to arbitration as provided above.
- (4) Actions to enforce the adoption of Comprehensive Plan amendments and implementing local ordinance amendments pursuant to Section 16 B. of this Agreement.

21. No Challenges To This Agreement.

A. *Challenge to Agreement.* Except as expressly provided herein, the Parties waive all rights to challenge the validity or enforceability of this Agreement or any of its provisions or to challenge any actions taken pursuant to or in accordance with this Agreement.

In the event of a court action by a third party challenging the validity or enforceability of the Agreement or any of its provisions, all Parties shall fully cooperate to vigorously defend the Agreement.

- (1) If only one Party is named as a party to the action, the other Parties shall seek to intervene and the named party shall support such intervention.
 - (2) No settlement of such an action shall be permitted without the approval of the governing bodies of all affected Parties.
 - (3) The workload to defend the Agreement shall be shared equally by the participating parties.
 - (4) A challenge to the Agreement by one of the Parties or a failure to vigorously defend the Agreement constitutes a breach of the Agreement.
- B. *Remedies - Waiver of Certain Remedies.* Any Party may seek specific performance of this Agreement in addition to other remedies available at law or in equity, excluding the recovery of money damage. Said right to pursue money damages against other Parties is expressly waived by all Parties.

The breaching municipality shall pay the other's attorney fees reasonably incurred in seeking remedies for the breach.

22. **Amendment.** The Agreement may be amended by mutual consent and approved by the governing bodies of all Parties subject to the requirements of law.
23. **Good Faith And Fair Dealing.** The Parties shall cooperate in good faith to implement this Agreement. The Parties agree that they will not oppose this Agreement in any way privately or publicly, either when communicating with any government agency that is charged with review or evaluation of any part of the Agreement or, otherwise.
24. **Implementation.** The Parties shall each take such actions as may be necessary or desirable, to implement and effectuate the provisions and intent of this Agreement.
25. **Miscellaneous Interpretation.**
- A. *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. Except as expressly stated otherwise, any references in this Agreement to any particular statute or ordinance shall be interpreted as applying to such statute or ordinance as recreated or amended from time to time.
- B. *Section Titles.* Section and subsection titles in this Agreement are provided for convenience only and shall not be used in interpreting this Agreement.
- C. *Governing Law.* This Agreement shall be governed by, construed, interpreted and enforced in accordance with the laws of the State of Wisconsin.
- D. *Interpretation.* If any term, section or other portion of this Agreement is reviewed by an administrative agency, court, mediator, arbitrator, or other judicial or *quasi*-judicial entity, such entity shall treat this Agreement as having been jointly drafted by all Parties. By the terms of this Agreement, no municipal Party shall benefit from not having drafted this document.
- E. *Entire Agreement.* The entire agreement of the Parties with respect to the subject matter hereof is contained in this Agreement and it supersedes any and all oral representations and negotiations between the municipalities.
- F. *Authority.* Each Party represents that it has the authority to enter into this Agreement and that all necessary procedures have been followed to authorize this Agreement. Each

person signing this Agreement represents and warrants that he or she is duly authorized to do so.

- G. *2009 Act 399*. The Parties enter into this Agreement aware of the recent change in Wisconsin law limiting the statutory authority of cities to consider proposed use of the land through extraterritorial plat approval jurisdiction. The Parties agree that consideration of land use is desirable when reviewing land divisions for both the development of the Eau Claire community and for the successful adoption and implementation of this Agreement. It is understood and agreeable to the Parties that the City may amend its comprehensive plan and subdivision code to maintain its current policies while doing so in a manner consistent with state law as amended by Act 399. This Agreement shall be interpreted to require all the Parties to adopt comprehensive plan and ordinance amendments reasonably necessary to allow land use to be considered in the review of proposed land divisions within the ETJ pursuant to the terms of this Agreement.

- 26. 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 section(s), subsection(s), paragraph(s) or subparagraph(s) to which the notice relates. Any such notice shall be delivered in person to the Clerk of the municipality 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 of Wheaton, Chippewa County shall be addressed as follows:

Wheaton Town Hall
4975 County Road T
Chippewa Falls, WI 54729.

Each notice to the Town of Brunswick, Eau Claire County shall be addressed as follows:

Brunswick Town Hall
W 5485 County Road Z
Eau Claire WI 54701.

Each notice to the Town of Pleasant Valley, Eau Claire County shall be addressed as follows:

Pleasant Valley Town Hall/Fire Station
S 10414 County Rd HH/I

Eleva, WI 54738.

Each notice to the Town of Seymour, Eau Claire County shall be addressed as follows:

Town of Seymour Town Hall
6500 Tower Drive
Eau Claire, WI 54703.

Each notice to the Town of Union, Eau Claire County shall be addressed as follows:

Union Town Hall
1506 N Town Hall Rd
Eau Claire, WI 54703.

Each notice to the Town of Washington, Eau Claire County shall be addressed as follows:

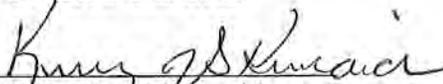
Town Of Washington Municipal Complex
5750 Old Towne Hall Rd
Eau Claire, WI 54701.

Each notice to the City of Eau Claire, Eau Claire County shall be addressed as follows:

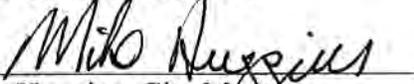
City of Eau Claire
City Clerk
203 South Farwell Street
Eau Claire, WI 54701.

Each municipality may change its address (or add addresses for facsimile, electronic mail or other communications media), for the purpose of this Agreement, by written notice to the Town of Wheaton, Brunswick, Pleasant Valley, Seymour, Union and Washington, and the City of Eau Claire.

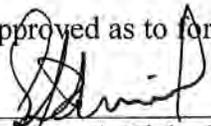
CITY OF EAU CLAIRE

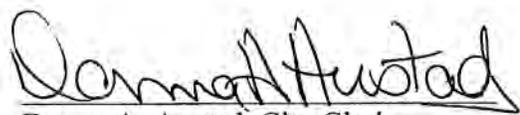
By: 
Kerry S. J. Kincaid, President

CITY OF EAU CLAIRE

By: 
Mike Huggins, City Manager

Approved as to form:


Stephen C. Nick, City Attorney


Donna A. Austad, City Clerk

TOWN OF BRUNSWICK

By: Fred Levek
Chairperson

TOWN OF PLEASANT VALLEY

By: Donald J. Hamon
Chairperson

TOWN OF SEYMOUR

By: Douglas A. Kronig
Chairperson

TOWN OF UNION

By: James S. Volbuck
Chairperson

TOWN OF WASHINGTON

By: Michael Peterson
Chairperson

TOWN OF WHEATON

By: Paul M. Kuesner
Chairperson

INTERGOVERNMENTAL AGREEMENT
SLOPE ADDENDUM

THIS ADDENDUM, made and entered into the 18 day of August, 2016, by and between **Town of Washington** ("Town") and **City of Eau Claire** ("City"), referred to collectively herein as "Parties", as follows:

Reference is made to that certain Intergovernmental Agreement dated February 16, 2011, by and between the City of Eau Claire ("City"), and six surrounding towns including the Town of Washington (the "Agreement"). This Addendum amends Section 11 C. (2) of the Agreement, as exclusively effective between the Town and the City. Except as expressly amended herein, the Agreement shall remain unaltered as between the present Parties and all parties to the Agreement.

For good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree to amend only that portion of Section 11 as follows (strikethrough deletes that portion of the text struck and the double underline inserts text):

1. Section 11 Policies for Residential Land Divisions in the ETJ but Outside the Chippewa Falls/Eau Claire SSA.

C. Exceptions to base residential density standards shall be considered based on the following criteria:

(2) a. *Note: For the purposes of this Agreement, "potentially developable land" shall be defined as privately-owned land that is outside any WDNR delineated wetland or FEMA delineated 100-year floodplain and has less than a 20 ~~12~~ percent slope.*

b. Proposed lots in areas classified as Rural Residential and Rural Residential Cluster, as depicted on Exhibit A, shall have a minimum lot size of at least one (1) acre in size and at least 40% of the potentially developable area within the parent parcel shall be placed under a conservation easement, right of way dedicated to the public, or comparable protection.

As an example, this formula would yield a maximum of 24 single-family lots and 16 acres of protected open space for a parcel with 40 acres of potentially developable land.

2. Effective Date. This Addendum shall become effective upon adoption by both the Town Board and City Council, and the adoption by Eau Claire County of an ordinance that establishes land of less than 20 percent slope as the standard for “potentially developable land” and allows right-of-way to be counted toward the 40% conservation set aside whether through a conservation subdivision, planned unit development, or other codified means.

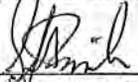
TOWN OF WASHINGTON

By: 
Mike Peterson
Town Chairperson

CITY OF EAU CLAIRE

By: 
Dale Peters
City Manager

Approved as to form:


Stephen C. Nick, City Attorney

Drafted by Stephen C. Nick, City Attorney, State Bar No. 1020929, City Hall, Eau Claire, WI 54701.

INTERGOVERNMENTAL AGREEMENT
TOWN OF WASHINGTON ADDENDUM

THIS ADDENDUM, made and entered into the 15 day of July, 2013, by and between **Town of Washington** (“Town”) and **City of Eau Claire** (“City”), referred to collectively herein as “Parties”, as follows:

Reference is made to that certain Intergovernmental Agreement dated February 16, 2011, by and between the City of Eau Claire (“City”), and six surrounding towns including the Town of Washington (the “Agreement”). This Addendum addresses Section 13 A. of the Agreement and, as exclusively effective between the Town and the City, amends said section of the Agreement. Except as expressly amended herein, the Agreement shall remain unaltered as between the present Parties and all parties to the Agreement.

For good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

Section 1. Comprehensive Plan Amendments. The Town agrees that Exhibit A, Eau Claire Area Towns Future Land Use Plans, is incorporated into the Agreement. The Town shall not amend its comprehensive plan contrary to Exhibit A within the sewer service area (“SSA”) without the prior written concurrence of the City. The process the City shall follow to provide or withhold “concurrence” shall be, following a written request with all supporting documentation for a Town comprehensive plan amendment, the City Plan Commission shall make a recommendation and then the City Council shall consider a resolution to concur with the proposed amendment, which the Council may adopt or decline to adopt in its sole legislative discretion. With respect to residential uses, Section 11 of the Agreement shall apply land use designations in Exhibit A beyond the SSA, which shall only be altered per that Section.

Section 2. Zoning Amendments. The City agrees, by this Addendum, to provide its concurrence for any commercial or industrial rezoning within the sewer service area that is consistent with the land use designations depicted in Exhibit A and either does not create a new lot or that the proposed land division complies with all other applicable terms of the Agreement regarding lot size.

Section 3. Eau Claire County Review and Application. The Parties agree to collaborate with Eau Claire County to encourage code amendments, review and application consistent with this Addendum.

Section 4. Notice. The Parties agree to provide to one another notice of all proposed and adopted amendments of their respective comprehensive plans, zoning code, subdivision code, and other land use applications and actions that may affect the Agreement or this Addendum.

Section 5. Effective Date. This Addendum shall become effective upon adoption by both the Town Board and City Council.

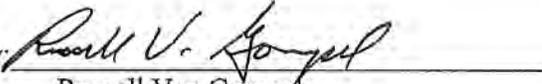
TOWN OF WASHINGTON

By

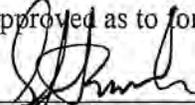

Micheal H. Peterson
Town Chairperson

CITY OF EAU CLAIRE

By


Russell Van Gompel
City Manager

Approved as to form:


Stephen C. Nick, City Attorney

Drafted by Stephen C. Nick, City Attorney, State Bar No. 1020929, City Hall, Eau Claire, WI 54701.