

Cooperative Plan

City of Independence and
Towns Lincoln and Independence (2016)

Department of Administration Approval 2

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**WISCONSIN DEPARTMENT OF
ADMINISTRATION**

SCOTT WALKER
GOVERNOR

SCOTT NEITZEL
SECRETARY

Municipal Boundary Review

PO Box 1645, Madison WI 53701

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

Email: wimunicipalboundaryreview@wi.gov

Web: <http://doa.wi.gov/municipalboundaryreview/>

December 19, 2016

Jack Speerstra, Chair
Town of Lincoln
N35677 CTH D
Whitehall, WI 54773

Fred Boe, Chair
Town of Burnside
W24152 Starwood Ln
Independence, WI 54747

Robert Baecker, Mayor
City of Independence
23688 Adams Street
Independence, WI 54747

Re: Independence-Lincoln-Burnside Cooperative Plan

Dear Mssrs. Speerstra, Boe, and Baecker,

On behalf of the Department of Administration, I am pleased to provide your communities with our approval of your Cooperative Plan.

Congratulations on your success in reaching agreement on future annexations and road maintenance issues, and re-examining the 2014 annexation in the coming years. Your collaboration establishes a solid foundation for decades of future cooperation between your communities, as well as a useful and unique example for other jurisdictions throughout Wisconsin.

Should you have any questions concerning our approval, or subsequent cooperative plan implementation issues, please do not hesitate to contact Erich Schmidtke at (608) 264-6102.

Sincerely,

Dawn Vick, Administrator
Division of Intergovernmental Relations

cc: Daniel Diehn, Towns of Lincoln and Burnside Attorney
LaVerne Michalak, City of Independence Attorney
Kevin Lien, Trempealeau County Department of Land Management
Greg Flogstad, Mississippi River RPC Director

(the following communities and jurisdictions may access the
Department's review determination and the communities' Cooperative
Boundary Plan document at
www.doa.state.wi.us/municipalboundaryreview

Lenice Pronschinske, City of Independence Clerk
Ashley Slaby, City of Whitehall Clerk

Melissa Kono, Town of Burnside Clerk
Nancy Rohn, Town of Arcadia Clerk
Amy Johnson, Town of Preston Clerk
Susan Frederixson, City of Blair Clerk
Bill Butler, Town of Pigeon Clerk
Sheri Maug, Town of Hale Clerk
Rose Ottum, Town of Chimney Rock Clerk
Margaret Everson, Village of Pigeon Falls Clerk
Paul L. Syverson, Trempealeau County Clerk
Louie Ferguson, Arcadia School District Superintendent
Paul Vine, Independence School District Superintendent
Mike Beighley, Whitehall School District Superintendent
Jeffrey Eide, Blair-Taylor School District Superintendent
Gilmanton School District
Western Wisconsin Technical College
Jennifer Severson, Town of Dover Clerk
Karen Pronschinske, Town of Montana Clerk
Ed Eberle, DNR Deputy Secretary
Ben Brancel, DATCP Secretary
Mark Gottlieb, DOT Secretary



**WISCONSIN DEPARTMENT OF
ADMINISTRATION**

WISCONSIN DEPARTMENT OF ADMINISTRATION

**APPROVAL of the COOPERATIVE PLAN
under Section 66.0307, Wis. Stats.**

between the

**CITY OF INDEPENDENCE and
TOWNS OF LINCOLN AND BURNSIDE,
TREMPEALEAU COUNTY**

December 19, 2016

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**WISCONSIN DEPARTMENT OF
ADMINISTRATION**

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GOVERNOR
SCOTT A. NEITZEL
SECRETARY

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PO Box 1645, Madison WI 53701

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This determination constitutes the Department's review of the proposed cooperative plan between the City of Independence and Towns of Lincoln and Burnside under s. 66.0307 Wis. Stats. The Department is charged with reviewing cooperative plans for compliance with public interest standards set forth in s. 66.0307(5)(c) Wis. Stats.

In summary, it is the DETERMINATION OF THE DEPARTMENT OF ADMINISTRATION that when considering the proposed cooperative plan under Section 66.0307(5), Wis. Stats.:

Standard 1, Content of Cooperative Plan Sufficiently Detailed – Met

Standard 2, Cooperative Plan Consistent with Comprehensive Plans and State and Local Laws and Regulations – Met

Standard 3, Adequate Provision for Municipal Services – Met

Standard 4, Provision for Affordable Housing – [Repealed & Inapplicable]

Standard 5, Compactness of Plan Territory – Met

Standard 6, Planning Period is Consistent with Cooperative Plan - Met

The facts and analysis supporting these findings are discussed in the body of this determination. The Department of Administration hereby determines pursuant to s. 66.0307(5)(d) Wis. Stats. that the proposed cooperative plan is APPROVED.

Amendments or revisions to the plan can only occur with the approval of the City of Independence, Towns of Lincoln and Burnside, and with the concurrence of the Wisconsin Department of Administration or any successor agency granted the authority to administer the provisions of s. 66.0307(8), Wis. Stats.

Dated this 19 day of December 2016,

Dawn Vick

Administrator, Division of Intergovernmental Relations

NOTICE OF RIGHT TO APPEAL

This Notice sets forth the requirements and procedures for obtaining review for those persons who wish to obtain review of the attached decision of the Department. Per s. 66.0307(9), Wis. Stats., decisions of the Department are subject to judicial review under s. 227.52. Per s. 227.53 any person aggrieved by a decision of the Department is entitled to review. Per s. 227.53 (1) (a) 1., proceedings for review are instituted by serving a petition therefore upon the agency, either personally or by certified mail, and by filing the petition in the office of the clerk of the circuit court for the county where the judicial review proceedings are to be held. Per s. 227.53 (1) (a) 2m., an appeal must be filed within 30 days after mailing of the decision by the agency. Per s. 227.53 (1) (b), the petition shall state the nature of the petitioner's interest, the facts showing that petitioner is a person aggrieved by the decision, and the grounds specified in s. 227.57 upon which petitioner contends that the decision should be reversed or modified. Any petition for judicial review shall name the Department of Administration as the Respondent. Petitions for review should be served on the Department's Secretary, Scott A. Neitzel. The address for service is:

c/o DOA, Municipal Boundary Review
101 East Wilson Street, 9th Floor
PO Box 1645
Madison, WI 53701

Persons desiring to file for judicial review are advised to closely examine all provisions of Wis. Stat. s. 227.52, 227.53 and 227.57 to ensure strict compliance with all requirements. The summary of appeal rights in this notice shall not be relied upon as a substitute for the careful review of all applicable statutes, nor shall it be relied upon as a substitute for obtaining the assistance of legal counsel.

Executive Summary

In accordance with s. 66.0307(5) of the Wisconsin Statutes, the Wisconsin Department of Administration (Department) approves the *Town of Lincoln and Town of Burnside/City of Independence Cooperative Plan* (Cooperative Plan).

The three adjacent communities of Lincoln, Burnside, and Independence (Communities) developed this Cooperative Plan primarily to resolve annexation litigation and define their future boundaries.

Specifically, the City of Independence adopted a large annexation on August 19, 2014 (2014 Annexation). The Towns of Lincoln and Burnside opposed the annexation and requested a review of the annexation ordinance from the Department under s. 66.0217(6)(d) Wis. Stats. The Department found the annexation *not* to be contiguous to the City, a requirement under s. 66.0217(2) Wis. Stats. The Towns then contested the annexation in court, Case No. 2014 CV 237. On April 13, 2015 the City and Towns entered into a stipulation under s. 66.0225 Wis. Stats. to settle the court action through development of this Cooperative Plan. The stipulated agreement is provided in Attachment E of the Cooperative Plan. In addition to resolving the court action, this Cooperative Plan is also an opportunity for the Communities to determine their future municipal boundaries in order to coordinate development, engage in land use planning, avoid disputes, and provide efficient public services.

In reviewing this Cooperative Plan, the Department finds that all of the statutory standards are met and therefore APPROVES the cooperative plan.

This Determination is organized into five sections, a section for each of the Department's five statutory standards found in s. 66.0307, Wis. Stats.

The Department would like to commend the communities on their success in resolving their annexation litigation and in developing this Cooperative Plan.

Public Hearing, Resolutions, Referenda and other Procedural Matters

Before a cooperative plan is submitted to the Department, a number of procedural steps must occur. These are:

- Joint initiating resolutions passed by each participating municipality authorizing its governing body to work to negotiate and develop the plan;
- A joint public hearing to receive comments from the public and other governmental bodies; and
- Resolutions adopted by each municipality to approve a final version of the cooperative plan and forward it to the Department for review.

The following procedural steps may occur:

- An advisory referendum; and
- A public hearing held by the Department.

No area residents requested that an advisory referendum on the Cooperative Plan be held, and no area residents requested that the Department hold a public hearing.

Authorizing resolutions were passed by the City on May 12, 2015 and by the Towns of Lincoln and Burnside on May 13, 2015. As required by s. 66.0307(4)(a) Wis. Stats., these resolutions were distributed to neighboring municipalities and other area jurisdictions.

The required joint public hearing was held on October 1, 2015. No substantive public comments were received during the public hearing, and no changes were made to the Cooperative Plan as a result of the hearing.

The City adopted a resolution approving the Cooperative Plan on March 7, 2016, with both Towns approving it on March 9, 2016. The Communities forwarded the Cooperative Plan to the Department for its statutory review on March 24, 2016. The Department noted that additional information was needed for several statutory criteria. It granted the Communities a 60-day extension on June 21, 2016 and a 30-day extension on August 19, 2016 in order to assemble the needed additional information. The Communities submitted this additional information on September 20, 2016. Mississippi River Regional Planning Commission (MRRPC) and Trempealeau County Department of Land Management submitted their required comments on October 19 and 31, 2016 respectively.

Approval Criteria Applicable to the Department

A cooperative plan shall be approved if the Department determines that each of the criteria in s. 66.0307(5)(c), Wis. Stats., is met. The following paragraphs describe how the communities' Cooperative Plan relates to these criteria. It is important to understand that this approval document is not a complete restatement of the plan. Those wanting to learn specific details, provisions, nuances, and conditions should look to the text of the Cooperative Plan itself, which is available from the Communities, and also at the Department of Administration's website at: <http://doa.wi.gov/municipalboundaryreview>.

(1) The content of the plan under sub. S. 66.0307(3)(c) to (e) is sufficient to enable the Department to make the determinations under subds. 2 to 5m. s. 66.0307(5)(c)1, Wis. Stats.

Information required by statute, and provided in a clear manner by the parties, includes the following fundamental details:

- **Territory subject to the Plan**— the territory subject to the Cooperative Plan is shown in the map in Attachment B, which is the current City of Independence and Towns of Lincoln and Burnside.
- **Future Boundary** – the boundary established by this Cooperative Plan is set as the boundary between the Communities as they existed on February 2, 2015 and shown by Attachment B of the Cooperative Plan. This boundary includes the 2014 Annexation. One (1) year prior to the Cooperative Plan's expiration, representatives from each community shall meet to discuss whether the 2014 Annexation territory should be returned to Lincoln and Burnside.

- **Future Annexations** – the City of Independence may annex no more than 60 acres of territory from Lincoln or Burnside per year. Any annexation larger than 60 acres requires consent of the Town(s), and no annexation may be done for purposes of non-metallic mining without consent of Town(s).
- **Road Maintenance** – as a result of the City’s 2014 Annexation, uncertainty exists regarding road maintenance. This Cooperative Plan clarifies each Community’s responsibility for various streets and roads. Specifics are provided below in the *Services* standard.
- **Term** – the Cooperative Plan became effective upon Lincoln, Burnside, and Independence passing their approval resolutions. It remains in effect for a 20-year period. The City was the first to approve the Cooperative Plan on March 7, 2016, while the Towns approved two days later on March 9th. Therefore the effective date of the Cooperative Plan is March 9, 2016 and the expiration date is March 9, 2036.

The above information, along with other information included in the Cooperative Plan, provides sufficient detail to enable the Department to find that the standard in s. 66.0307(3)(c)1. Wis. Stats. has been met.

(2) *Is the cooperative plan consistent with each participating municipality’s comprehensive plan and with current state laws, municipal ordinances and rules that apply to the territory affected by the plan? s. 66.0307(5)(c)2 Wis. Stats.*

The Towns of Lincoln and Burnside participated with Trempealeau County to develop a *Comprehensive Plan for Trempealeau County* (2009), whose provisions include both Towns. That plan is consistent with this Cooperative Plan in the following respects:

- Land Use Consistency, Goal, pages 97, 247, and 252 – lands included within the 2014 Annexation, and immediately adjacent, are planned and zoned as Transitional Agriculture. Other lands further from the City are zoned Exclusive Agriculture. This Cooperative Plan maintains and encourages both of these land use designations. For example, it allows small natural annexations and development to occur as the needs of the City dictate, while requiring joint cooperation and planning with the Towns on larger contemplated annexations.
- Preserve Farmland and Maintain Rural Character, Goal, pages 34, 97, 247, and 252 – this Cooperative Plan preserves farmland by capping future annexations and limiting their size.
- Work Cooperatively with Adjacent Municipalities, Objective, pages 43, 103, and 253 – this Cooperative Plan represents a significant achievement in cooperation between Independence, Lincoln, and Burnside which will foster a positive working relationship between these Communities into the future.
- Reduce and Minimize the Potential for Land Use Conflicts & Promote New Growth In or Near the City, Goal 4, page 97 – by capping annexations and limiting their size, this Cooperative Plan will likely result in new growth occurring in an incremental fashion adjacent to the City.

The City of Independence comprehensive plan, adopted in November 2009, is consistent with this Cooperative Plan in the following respects:

- Develop Intergovernmental Cooperation Agreements to Efficiently Manage the City's Growth Beyond its Boundaries, Goal 3, page 7 – the Cooperative Plan fulfills this goal.
- Locate New Housing Adjacent to Existing Development where Public Services can be Economically Provided, Goal 2.2.1, page 17 - by capping annexations and limiting their size, and cooperating with the Towns on new development, the Cooperative Plan will promote this goal.
- Encourage Land Development that can be Served by Existing Streets and Highways to Minimize Expenditures for New Transportation Infrastructure and Avoid Urban Sprawl, Goal 3.2.4, page 23 – by capping annexations and limiting their size, and cooperating with the Towns on new development, the Cooperative Plan promotes this goal.
- Collaborate with the Adjacent Towns of Burnside and Lincoln, Particularly on Issues of City Growth, Goal 7.3.1, page 55 – by requiring cooperation with both Towns on larger annexations, this Cooperative Plan promotes this goal.
- Maintain Positive Relationships with other units of Government, Goal 7.6.1, page 56 – this Cooperative Plan resolves existing annexation litigation between the Communities and likely will foster a positive relationship for years to come.
- Share Services as a Means of Minimizing Cost, Goal 7.6.2, page 56 – this Cooperative Plan coordinates road maintenance of certain specified road segments between the Communities;
- Coordinate with Burnside and Lincoln on Development and Growth Issues, Goal 8.5.8, page 65 – this Cooperative Plan requires the Communities to coordinate and agree to larger annexations.

The Communities have reviewed all applicable federal, state and local laws, as well as comprehensive plans and have not identified any conflicts, inconsistencies, or adverse effects with the Cooperative Plan. Also, the comment letters from Trempealeau County Department of Land Management and Mississippi River Regional Planning Commission (MRRPC), shown in Attachment F of the Cooperative Plan, do not indicate any conflicts or inconsistencies.

Specifically, Trempealeau County comments that this Cooperative Plan honors the County's comprehensive plan intergovernmental cooperation goal of establishing cooperative relationships with adjacent jurisdictions, while MRRPC comments that the Cooperative Plan is consistent with MRRPC's regional comprehensive plan, which recommends that local communities develop annexation agreements to help guide future annexations. MRRPC acknowledges the unorthodox 2014 Annexation but believes that this Cooperative Plan minimizes the impacts of this annexation and provides an organizational structure for handling future annexations.

Additionally, none of the Communities' municipal neighbors have voiced any comments or issues of concern, nor has there been opposition by area residents, businesses, or other entities.

For the foregoing reasons, the Department finds that the Cooperative Plan is consistent with each community's comprehensive plan and with all current state laws, municipal regulations and administrative rules and that the standard in s. 66.0307(5)(c)(2) Wis. Stats. is therefore met.

(3) *Adequate provision is made in the cooperative plan for delivery of necessary municipal services to the territory covered by the plan. s. 66.0307(5)(c)(3), Wis. Stats.*

The 2014 Annexation has resulted in an irregular municipal boundary which is difficult for Lincoln and Burnside to serve. This Cooperative Plan ensures that future annexations will be more compact and rational.

This Plan also resolves the confusion and uncertainty caused by the 2014 Annexation by clarifying each Community's responsibility for maintaining various streets and roads. Specifically, Burnside will be responsible for plowing and maintaining that portion of Glaunert Lane located within Independence, as well as mowing the adjacent ditches. Independence will be responsible for plowing and maintaining that portion of Troug Lane located within Burnside, as well as mowing the adjacent ditches. Lincoln is responsible for plowing, seal coating, mowing the adjacent ditches, and ultimately rebuilding that portion of River Valley Road within Lincoln, aided by an annual maintenance fee from Independence.

As well as clarifying road maintenance, the defined municipal boundaries resulting from this Cooperative Plan will enable the Communities to engage in land use planning, avoid disputes, plan for future infrastructure improvements, and provide other services in a planned and coordinated fashion.

For the foregoing reason, the Department finds that adequate provision has been made for the delivery of necessary municipal services to the agreement territory, and that the standard in s. 66.0307(5)(c)3, Wis. Stats., is met.

(4) *The shape of any boundary maintained or any boundary change under the cooperative plan is not the result of arbitrariness and reflects due consideration for compactness of area. Considerations relevant to the criteria under this subdivision include quantity of land affected by the boundary maintenance or boundary change and compatibility of the proposed boundary maintenance or boundary change with natural terrain including general topography, major watersheds, soil conditions and such features as rivers, lakes and major bluffs. s. 66.0307(5)(c)(5), Wis. Stats.*

The 2014 Annexation resulted in the City of Independence's boundaries with the Towns of Lincoln and Burnside, as well as Arcadia, becoming irregular and fragmented. In fact, as mentioned, the Department of Administration found the annexation not to be contiguous to the City. This Cooperative Plan promotes compactness by ensuring that no additional large and irregular annexations of this nature occur during the duration of the Plan. Compactness is also promoted by the City and Towns agreeing to meet 1-year prior to the Plan's expiration and possibly agree to the 2014 Annexation territory being returned to the Towns.

Trempealeau County comments that the Cooperative Plan would ideally be more specific regarding the physical parameters of 60-acre annexations, as well as acceptable land uses within these annexations. For example, no width-to-depth ratio, or distance from City limits, or other configuration limits are specified.

The Communities appreciate Trempealeau County's comments, and indicate that in hindsight they may have incorporated them into their agreement. However, this Cooperative Plan stems from a carefully negotiated stipulated settlement agreement to resolve annexation litigation. It represents a compromise that resolved a litigation dispute. The Communities believe that the stipulated agreement and this Cooperative Plan contains sufficient provisions to ensure that future annexations are compact, rational, and comply with the intent of this Cooperative Plan.

For the foregoing reason, the Department finds that this Cooperative Plan is compatible with the surrounding community and will result in more compact municipal boundaries. Therefore, the standard in s. 66.0307(5)(c)5, Wis. Stats., is met.

(6) *Any proposed planning period exceeding 10 years is consistent with the plan.*
s. 66.0307(5)(c)6 Wis. Stats.

The planning term for this Cooperative Plan is 20 years, commencing on March 9, 2016 and expiring March 9, 2036. The 20-year Plan duration was selected because that term represents a reasonable expectation of the duration of mining activities occurring within the 2014 Annexation territory. The Department finds the Cooperative Plan term to be appropriate and the standard in s. 66.0307(5)(c)6, Wis. Stats. to be met.

**TOWN OF LINCOLN AND TOWN OF BURNSIDE/CITY OF INDEPENDENCE
COOPERATIVE PLAN AGREEMENT
UNDER SECTION 66.0307, WISCONSIN STATUTES**

The Town of Lincoln, Trempealeau County, Wisconsin, a Wisconsin municipality with its office located at W20744 State Road 121, Whitehall, Wisconsin (hereinafter "Lincoln"), the Town of Burnside, Trempealeau County, Wisconsin, a Wisconsin municipality with its office located at W24152 Starwood Lane, Independence, Wisconsin (hereinafter "Burnside"), and the City of Independence, a Wisconsin municipality with its office located at 23688 Adams Street, Independence, Wisconsin (hereinafter "Independence") enter into this Cooperative Plan (hereinafter "Cooperative Plan"), subject to the approval of the State Department of Administration, under the authority of Section 66.0225 and Section 66.0307, Wisconsin Statutes.

WHEREAS, Section 66.0307, Wisconsin Statutes, authorizes municipalities to determine the boundary lines between themselves upon approval of a Cooperative Plan by the State Department of Administration; and,

WHEREAS, the purpose of the Cooperative Plan is cited in Section 66.0307(3)(b), Wisconsin Statutes as follows:

(b) Purpose of Plan. The Cooperative Plan shall be made with the general purpose of guiding and accomplishing a coordinated, adjusted and harmonious development of the territory covered by the Plan which will, in accordance with existing and future needs, best promote public health, safety, morals, order, convenience, prosperity or the general welfare, as well as the efficiency and economy in the process of development.

and,

WHEREAS, Section 66.0307(2)(a through d) of the Wisconsin Statutes requires that Cooperative Plans be organized around "options" for future boundary changes. These options, listed below, specify how boundary changes will occur over the "boundary plan" term:

- (a) That specified boundary line changes shall occur during the planning period and the approximate date by which such changes shall occur.
- (b) That specified boundary line changes may occur during the planning period and the approximate dates on which the changes occur.
- (c) That required boundary line changes under Paragraph (a) or an option boundary line change under Paragraph (b) shall be subject to the occurrence of conditions as set forth in the Cooperative Plan.
- (d) That specified boundary lines may not be changed during the planning period.

This Cooperative Plan is organized around options “c” and “d”; and

WHEREAS, annexation of land from Lincoln and Burnside into Independence places Lincoln and Burnside at the mercy of the annexing property owner with respect to the timing, location, provision of public services, size and shape of annexed territory; and,

WHEREAS, Lincoln, Burnside and Independence enter into this Cooperative Plan to determine their respective boundaries and to guide and accomplish a coordinated, adjusted and harmonious development of the territory covered by the Cooperative Plan; and,

WHEREAS, on August 19, 2014, Independence annexed property from both Lincoln and Burnside and Lincoln and Burnside initiated litigation challenging such annexation; and,

WHEREAS, Lincoln, Burnside and Independence entered into a Stipulation settling such litigation and requiring the execution of a Cooperative Boundary Agreement; and,

WHEREAS, Such Stipulation was approved by the Trempealeau County Circuit Court Judge; and,

WHEREAS, Lincoln, Burnside and Independence enter into this Cooperative Plan for the purposes of resolving existing litigation and establishing permanent boundaries, assuring orderly development, and coordinating the provision of certain basic services; and,

WHEREAS, this Cooperative plan does not adversely affect the exercise of Trempealeau County zoning, platting, and the general powers of Trempealeau County in the Towns of Lincoln and Burnside; and,

WHEREAS, this Cooperative Plan was developed following a review of existing regional, county and local plans; and,

WHEREAS, Lincoln, Burnside and Independence have held a joint public hearing on the Cooperative Plan noticed under Wisconsin Statute 66.0307(4)(b) on October 1, 2015 in which comments were received and which comments are reflected in this Cooperative Plan.

WITNESSETH:

The Town of Lincoln, Town of Burnside and City of Independence enter into this Cooperative Plan under the provisions and authority of (i) Section 66.0225 of the Wisconsin Statutes, and also (ii) Section 66.0307 of the Wisconsin Statutes. Lincoln, Burnside and Independence petition the State of Wisconsin Department of Administration for approval of this Cooperative Plan, in accordance with the statutory procedures and time frames specified under Section §66.0225 and 66.0307 of the Wisconsin Statutes.

SECTION 1 PARTICIPATING MUNICIPALITIES

1.01 This Cooperative Plan applies to the Town of Lincoln, Town of Burnside and the City of Independence in Trempealeau County, Wisconsin, which respective municipal boundaries on the date of approval of this Cooperative Plan by the Parties are shown on the map found in Attachment B. This Cooperative Plan is being adopted by Lincoln, Burnside and Independence pursuant to both of the provisions of Sections 66.0025 and 66.0307 of the Wisconsin Statutes.

SECTION 2 CONTACT PERSON

2.01 The following persons are empowered to speak for their municipality respecting this Cooperative Plan: For the Town of Lincoln: the Town Chairperson, for the Town of Burnside: the Town Chairperson and for the City of Independence: the City Mayor.

SECTION 3

3.01 Establish boundaries between the Village and the Town, thereby eliminating annexation disputes. Like many towns located next to incorporated municipalities, Lincoln and Burnside have been subjected to the loss of territory to multiple cities by multiple current and potential annexations. Because of the lack of control over, and involvement, in the annexation process, the annexations have created a boundary which is difficult for Lincoln, Burnside and Independence to service. A defined border will allow Lincoln, Burnside and Independence to engage in land use planning, to avoid disputes, to provide current services, and to plan for future infrastructure improvement. The boundary to be established by this Cooperative Agreement is set as the boundary between the respective municipalities as they existed on February 2, 2015, shown on Attachment B.

3.02 Future Annexation. Independence may annex property from Lincoln or Burnside of no more than sixty (60) acres per Town per year in the normal course of its development and growth for purposes other than non-metallic mining or for infrastructure in support of non-metallic mining.

3.02(a) Non-metallic mining and supporting uses or infrastructure present unique issues for Lincoln, Burnside and Independence because of the unique characteristics of the industry. Careful planning is required to properly plan and coordinate effects on road maintenance, traffic patterns, noise and environment conditions. Therefore, any annexation to Independence for such purposes shall require consultation and consent from both Independence and the Town from which the territory is proposed to be annexed.

3.02(b) Larger annexations have greater effects on towns and require additional planning and coordination of services. Any annexation in excess of sixty (60) acres shall require consultation and consent from both Independence and the town from which the territory is proposed to be annexed.

3.02(c) Consents required for annexations under this agreement shall be in the form of a majority vote of the Town Board or Town Boards from which annexation is proposed, unless otherwise required by State law.

3.03 Road Maintenance. As the result of recent annexations and other factors, clarification is needed as to responsibility for various streets and roads. Burnside shall be responsible for plowing, maintaining and mowing the ditches for that portion of Glaunert Lane located within Independence. Independence shall be responsible for plowing, maintaining and mowing the ditches for that portion of Troug Lane located within Burnside. Lincoln shall be responsible for plowing, seal coating, mowing the ditches and ultimately rebuilding that portion of River Valley Road within Lincoln.

3.03(a) Independence shall pay an annual fee to Lincoln for the maintenance of River Valley Road. Such payment shall be due on October 1st of each year commencing in 2016 and is for the proceeding twelve month period. The annual payments for 2016, 2017 and 2018 shall be TWO THOUSAND FIVE HUNDRED EIGHTY SIX DOLLARS AND NO/100THS (\$2,586). The payment shall be adjusted every three (3) years based upon changes to the Consumer Price Index.

SECTION 4 TERM AND EFFECTIVE DATE

4.01 This Cooperative Agreement shall go into effect on the date the last of Lincoln, Burnside and Independence approve this Agreement and shall remain in effect for a period of twenty (20) years from the date this Agreement goes into effect.

4.01(a) Should any litigation result in a final judicial determination, after all Appeals have been exhausted, that any part of Independence's Annexation from Lincoln, Burnside or Town of Arcadia on or about August 19, 2014 is invalid, this Cooperative Agreement shall immediately terminate.

SECTION 5 REIMBURSEMENT OF COSTS

5.01 No party is entitled to the receipt of cost reimbursements, including attorney fees incurred prior to the date this Agreement takes effect, in connection with the challenge by Lincoln and Burnside to the August 2014 annexation by Independence. In the event this Agreement is terminated by virtue of Section 4.01(a), herein, responsibility for costs and fees incurred following the date of such termination shall be as determined by law.

SECTION 6 WAIVER

6.01 Lincoln, Burnside and Independence hereby waive any right each may have to commence or maintain any civil action or other proceedings to contest, invalidate or challenge this Cooperative Agreement or any of the actions required or contemplated by this Cooperative Agreement, or to take any actions, either directly or indirectly, to oppose this Cooperative Agreement or any actions required or contemplated by this Cooperative Agreement.

SECTION 7 AMENDMENT

7.01 After this Cooperative Agreement is fully adopted and approved under the law under the provisions of Section 66.0307 of the Wisconsin Statutes, then this Cooperative Agreement may be amended pursuant to the provisions of Section 66.0307(8) of the Wisconsin Statutes. A party may not arbitrarily withhold its consent to any amendment.

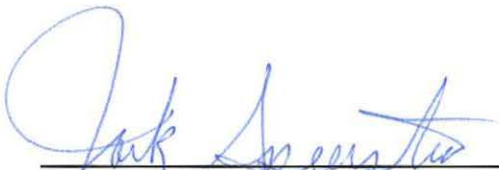
SECTION 8 GOOD FAITH AND FAIR DEALING

8.01 The parties hereby acknowledge that this Cooperative Agreement imposes on them a duty of good faith and fair dealing.

SECTION 9 SEVERABILITY


9.01 The provision of this Cooperative Agreement, and the individual parts of each such provision, shall be severable. In the event that any provision of this Cooperative Agreement, or any part thereof, is held by a court of competent jurisdiction to be invalid or ineffective, the balance of this Cooperative Agreement shall survive. In such event, the parties shall promptly meet to discuss how they might satisfy the intent of this Cooperative Agreement by alternative means.

9.02 The parties shall use their best efforts to find, design and implement a means of successfully accomplishing the intent of this Cooperative Agreement. If necessary, the parties shall negotiate appropriate amendments of this Cooperative Agreement to maintain, as closely as possible, the original terms, intent and balance of benefits and burdens of this Cooperative Agreement. 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 arbitrator, to be mutually selected by the parties during such thirty (30) day period, for binding arbitration. Lincoln, Burnside and Independence shall promptly pay on an equal basis all fees and expense of the selected arbitrator.




Jack Speerstra, Chairman
Town of Lincoln

Dated: March 18, 2016



Fred Boe, Chairmain
Town of Burnside

Dated: March 18, 2016



Robert Baecker, Mayor
City of Independence

Dated: March 17, 2016

DANIEL S. DIEHN
ATTORNEY AT LAW

September 16, 2016

Mr. Erich Schmidtke
Wisconsin Department of Administration
Division of Intergovernmental Relations
101 East Wilson Street, 9th Floor
P.O. Box 1645
Madison, WI 53701-1645

RE: City of Independence Annexation

Dear Mr. Schmidtke:

Enclosed please find the additional submission for the Proposed Boundary Agreement between the City of Independence and Towns of Lincoln and Burnside in Trempealeau County. This submission is intended to supplement our prior submission. The map marked as "Attachment B" is intended as an exhibit to the Cooperative Agreement previously filed. Based on my conversation with you, I am not re-submitting the original agreement.

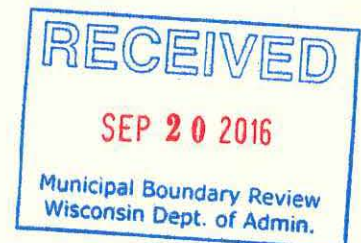
Sincerely,

DANIEL S. DIEHN, S.C.

DsD

Daniel S. Diehn
DSD/jlw

Cc: Attorney LaVerne Michalak, City of Independence (w/enclosure copies)
Jack Speerstra, Town of Lincoln Chairman (w/enclosure copies)
Fred Boe, Town of Burnside Chairman (w/enclosure copies)



**ADDENDUM TO COOPERATIVE AGREEMENT BETWEEN THE
CITY OF INDEPENDENCE, TOWN OF LINCOLN AND TOWN OF BURNSIDE**

WHEREAS, the Town of Lincoln (hereinafter "LINCOLN"), Town of Burnside (hereinafter "BURNSIDE") and the City of Independence (hereinafter "INDEPENDENCE") entered into a Cooperative Plan Agreement, signed on March 17, 2016 and March 18, 2016; and

WHEREAS, the Cooperative Plan Agreement was submitted to the Department of Administration (hereinafter "DEPARTMENT") pursuant to Section 66.0307(4)(f), Wis. Stats. on or about March 25, 2016; and

WHEREAS, the DEPARTMENT provided LINCOLN, BURNSIDE and INDEPENDENCE with a checklist containing items the DEPARTMENT requested to be addressed in the Cooperative Agreement; and

WHEREAS, LINCOLN, BURNSIDE and INDEPENDENCE desire to address the DEPARTMENT'S request without reopening or undermining their underlying agreement;

THEREFORE, the Town of Lincoln, Town of Burnside and City of Independence enter into this Addendum to the Cooperative Agreement and incorporate the provisions of this Addendum into the Cooperative Agreement.

**SECTION 1
COMPREHENSIVE PLAN**

LINCOLN and BURNSIDE were both involved in enacting Trempealeau County's Comprehensive Plan in 2009.

The Cooperative Agreement between LINCOLN, BURNSIDE and INDEPENDENCE resolves a dispute between the participating municipalities regarding the validity of the Annexation by INDEPENDENCE of certain lands from the Towns of Arcadia, LINCOLN and BURNSIDE on August 19, 2014. The Cooperative Agreement is consistent with the Comprehensive Plan for LINCOLN and BURNSIDE as the lands immediately adjacent to the annexed properties were zoned either as Exclusive Agriculture or Transitional Agriculture. This proposed agreement does not modify any existing land uses or propose land uses which are inconsistent with the Comprehensive Planning.

The Cooperative Agreement advances the relevant Comprehensive Planning in that it allows smaller natural annexations to occur as the needs of INDEPENDENCE dictate while requiring joint cooperation and planning with LINCOLN and INDEPENDENCE on larger contemplated annexations. The lands annexed from BURNSIDE were previously zoned Transitional Agriculture by Trempealeau County. Such a designation would allow for a variety of future uses consistent with expansion by the City of Independence. Similarly, a portion of the property annexed from LINCOLN was zoned Transitional Agriculture.

SECTION 2 FUTURE BOUNDARY CHANGES

The parties agree that one (1) year prior to the expiration of the Cooperative Agreement, representatives for LINCOLN, BURNSIDE and INDEPENDENCE shall meet to discuss whether the territory annexed to INDEPENDENCE on August 19, 2014 should be returned to the affected Towns. By necessity, such meeting may require participation by the Town of Arcadia.

SECTION 3 BOUNDARY COMPACTNESS

The Cooperative Agreement does not affect the August 19, 2014 annexation by INDEPENDENCE.

The Cooperative Agreement promotes compactness of boundaries by establishing the existing INDEPENDENCE boundaries relative to LINCOLN and BURNSIDE as the presumed boundaries for the duration of the Agreement. The agreement would prevent or postpone future annexations which could adversely affect the compactness of INDEPENDENCE'S boundaries.

Compactness is always advanced by the provisions of Section 2 of this Addendum which provides an invitation to LINCOLN, BURNSIDE and INDEPENDENCE to consider returning to LINCOLN and BURNSIDE the lands annexed to the City on August 19, 2014. Such a reversion would make INDEPENDENCE'S boundaries more compact than those currently established.

SECTION 4

A. The term of twenty (20) years as the duration of the Cooperative Agreement represents a reasonable expectation of the duration of mining activities within the territory annexed by INDEPENDENCE on August 19, 2014.

The parties by mutual agreement, may extend or reduce the Agreement's term.

B. The Cooperative Agreement does not change any existing boundaries, zoning ordinances, or other federal, state or local laws or ordinances.

SECTION 5

The Cooperative Plan Agreement contains references to both Section 66.0225 and 66.0307 of the Wisconsin Statutes. Any reference to Section 66.0225 is made solely to acknowledge that the present Cooperative Plan Agreement originated as a Stipulation under Section 66.0225 to resolve contested litigation. The Cooperative Agreement is enacted pursuant to the provisions of Section 66.0307 and shall be interpreted and governed accordingly.

Daniel S. Diehn
Town of Burnside
By: Daniel S. Diehn
Dated: 8-25-14

Robert Baecker
City of Independence
By: Mayor Robert Baecker
Dated: 8-23-16

Daniel S. Diehn
Town of Lincoln
By: Daniel S. Diehn
Dated: 8-25-14

Lenice Pronschinske
City of Independence
By: Lenice Pronschinske, Clerk
Dated: 8/23/2016

ATTACHMENT LIST

- A. Authorizing Resolutions
- B. Cooperative Plan Area Map
- C. Public Hearing
- D. Approval Resolutions
- E. Stipulated Agreement
- F. Comment Letters

KULIG, MICHALAK & FRANKLIN

Attorneys at Law
23664 Washington Street
P.O. Box 400
Independence, WI 54747

Edward J. Kulig (1913-2001)
LaVerne Michalak
Mark R. Franklin

TEL (715) 985-3091
FAX (715) 985-2582

RECEIVED

MAY 21 2015

May 18, 2015

**Division of Legal Services
Department of Administration**

RE: Notice of Resolution Adoption by City of Independence

Gentlemen:

The City of Independence adopted a Resolution at its meeting of May 12, 2015 to authorize the preparation of a cooperative plan in respect to a boundary agreement between the City and the Towns of Lincoln and Burnside in Trempealeau County. This plan is being developed as part of a settlement agreement of a Court challenge to a recent annexation by the City of Independence.

Section 66.0307(4) of the statutes requires that each Town and City involved in the preparation of the plan give notice of the adoption of this Resolution to you Department.

A public hearing on the proposed plan will be scheduled at a later date and, as required by statutes, a Class 3 notice of the hearing will be published.

Sincerely yours,



LaVerne Michalak
Kulig, Michalak & Franklin
Independence City Attorney
klk

Encls.

Cc: Independence City Clerk

CITY OF INDEPENDENCE RESOLUTION 15-5-1

A Resolution authorizing the City of Independence to participate in the preparation of a Cooperative Plan under Section 66.0307, Wis. Stats., with the Town of Burnside and the Town of Lincoln.

WHEREAS, recent development and growth in and around the Towns of Lincoln and Burnside and the City of Independence have led to uncertainty and controversy over future development; and

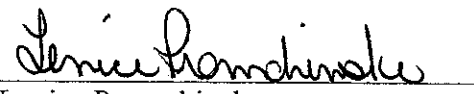
WHEREAS, the City of Independence desires to enter into a Comprehensive and Cooperative Plan with the Towns of Lincoln and Burnside to provide for the coordinated, adjusted and harmonious development of the territories adjacent to each municipality, and;

NOW, THEREFORE, BE IT RESOLVED, that the City of Independence intends to participate in the preparation of a Cooperative Plan with the Towns of Lincoln and Burnside under Section 66.0307, Wis. Stats., as agreed in an agreement with the Townships and approved by the Trempealeau County Court on April 13, 2015;

BE IT FURTHER RESOLVED, that the notices required under Section 66.0307(4), Wis. Stats., be given within five (5) days of adoption of this resolution.

BE IT FURTHER RESOLVED, that the agreement previously entered into between the governmental bodies and which was approved by the Trempealeau County Circuit Court April 13, 2015 is hereby ratified and affirmed.

Adopted this 12th day of May, 2015.


Lenice Pronschinske
Independence City Clerk

Resolution Adopted by a vote of 4 in favor and 2 opposed.
(adopted/defeated)

DANIEL S. DIEHN
ATTORNEY AT LAW

May 18, 2015

Department of Administration
P.O. Box 7864
Madison, WI 53707-7864

RECEIVED

MAY 21 2015

**Division of Legal Services
Department of Administration**

Dear Sir or Madam:

Enclosed please find the Town of Burnside Resolution authorizing participation in a Cooperative Plan with the Town of Lincoln and the City of Independence, Trempealeau County, Wisconsin.

Sincerely,

DANIEL S. DIEHN, S.C.

Daniel S. Diehn

Daniel S. Diehn
Attorney for Town of Burnside

DSD/jlw

Enclosure

TOWN OF BURNSIDE RESOLUTION 2015-3

A Resolution authorizing the Town of Burnside to participate in the preparation of a Cooperative Plan under Section 66.0307, Wis. Stats., with the Town of Burnside and the City of Independence.

WHEREAS, recent development and growth in and around the Towns of Burnside and Lincoln and the City of Independence have led to uncertainty and controversy over future development; and

WHEREAS, the Town of Burnside desires to enter into a Comprehensive and Cooperative Plan with the Town of Lincoln and the City of Independence to provide for the coordinated, adjusted and harmonious development of the territories adjacent to each municipality;

NOW, THEREFORE, BE IT RESOLVED, that the Town of Burnside intends to participate in the preparation of a Cooperative Plan with the Town of Lincoln and the City of Independence under Section 66.0307, Wis. Stats.

BE IT FURTHER RESOLVED, That the notices required under Section 66.0307(4), Wis. Stats., be given within five (5) days of adoption of this resolution.

BE IT FURTHER RESOLVED, that the agreement previously entered into between the governmental bodies and which was approved by the Trempealeau County Circuit Court on April 13, 2015 is hereby ratified and affirmed.

Adopted on the 13 day of May, 2015.

Fred Boe Chairman
Fred Boe, Chairman

ATTEST:

Melissa Kono
Melissa Kono, Town Clerk

DANIEL S. DIEHN
ATTORNEY AT LAW

RECEIVED

MAY 21 2015

May 18, 2015

Department of Administration
P.O. Box 7864
Madison, WI 53707-7864

**Division of Legal Services
Department of Administration**

Dear Sir or Madam:

Enclosed please find the Town of Lincoln Resolution authorizing participation in a Cooperative Plan with the Town of Burnside and the City of Independence, Trempealeau County, Wisconsin.

Sincerely,

DANIEL S. DIEHN, S.C.

Daniel S. Diehn

Daniel S. Diehn
Attorney for Town of Lincoln

DSD/jlw

Enclosure

TOWN OF LINCOLN RESOLUTION _____

A Resolution authorizing the Town of Lincoln to participate in the preparation of a Cooperative Plan under Section 66.0307, Wis. Stats., with the Town of Burnside and the City of Independence.

WHEREAS, recent development and growth in and around the Towns of Lincoln and Burnside and the City of Independence have led to uncertainty and controversy over future development; and

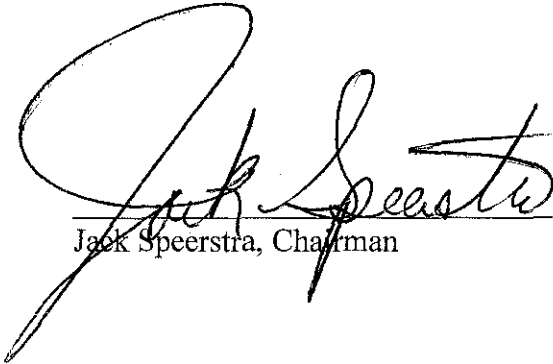
WHEREAS, the Town of Lincoln desires to enter into a Comprehensive and Cooperative Plan with the Town of Burnside and the City of Independence to provide for the coordinated, adjusted and harmonious development of the territories adjacent to each municipality;

NOW, THEREFORE, BE IT RESOLVED, that the Town of Lincoln intends to participate in the preparation of a Cooperative Plan with the Town of Burnside and the City of Independence under Section 66.0307, Wis. Stats.

BE IT FURTHER RESOLVED, That the notices required under Section 66.0307(4), Wis. Stats., be given within five (5) days of adoption of this resolution.

BE IT FURTHER RESOLVED, that the agreement previously entered into between the governmental bodies and which was approved by the Trempealeau County Circuit Court on April 13, 2015 is hereby ratified and affirmed.

Adopted on the 13 day of May, 2015.



Jack Speerstra, Chairman

ATTEST:



Sharon Sosalla, Town Clerk

AFFIDAVIT

Daniel S. Diehn, being first duly sworn, states as follows:

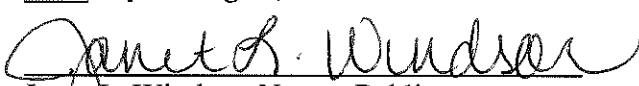
1. That I am an attorney licensed to practice law in the State of Wisconsin and represent the Towns of Lincoln and Burnside, both in Trempealeau County, Wisconsin.
2. That on or about May 18, 2015, I mailed copies of the Resolution authorizing participation in a Comprehensive Plan to all of the entities listed in Section 66.0307(4)(a), Wis. Stats. on behalf of both the Town of Lincoln and the Town of Burnside.

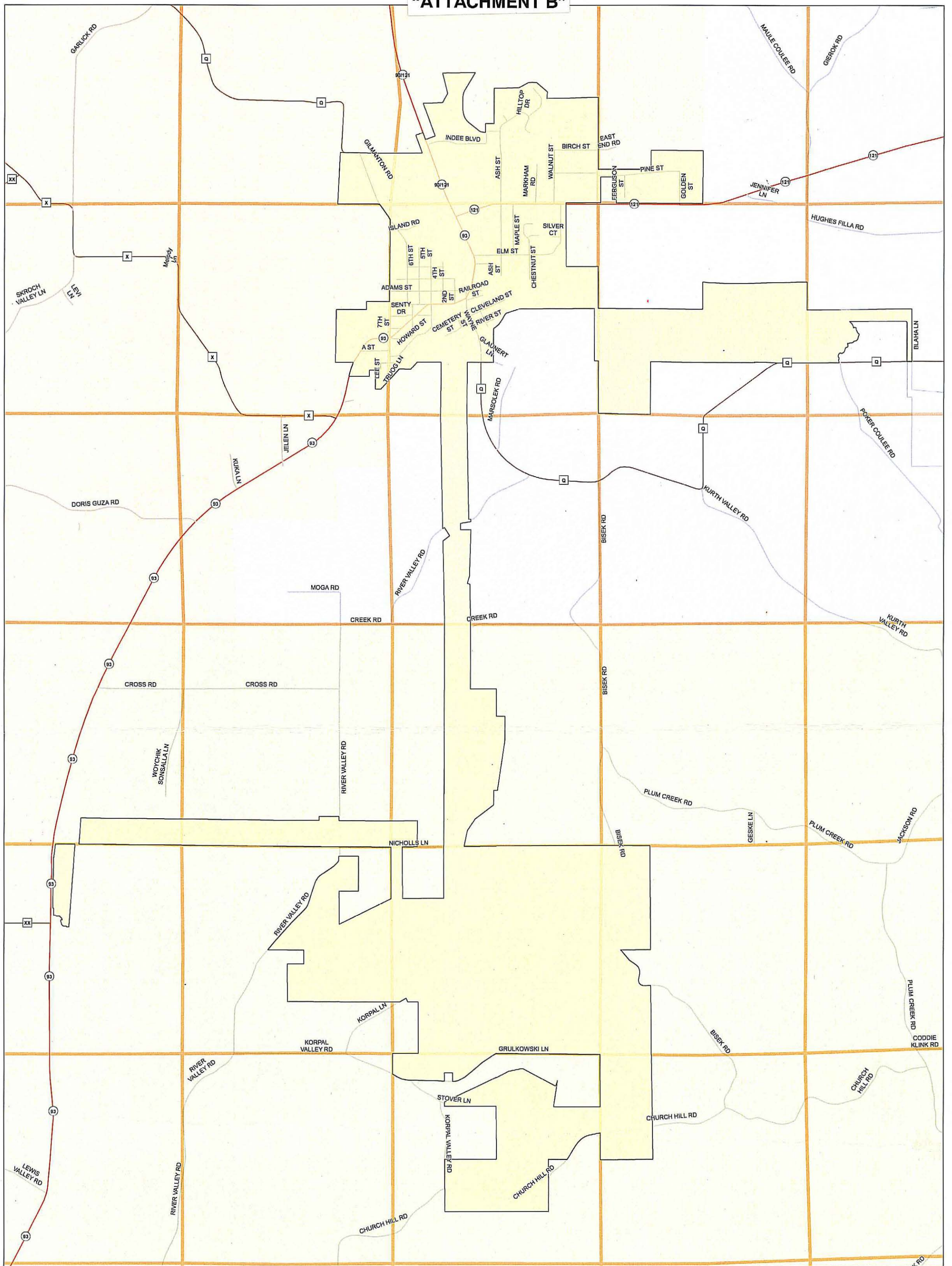
Dated this 22 day of August, 2016.

DANIEL S. DIEHN, S.C.



Daniel S. Diehn

Signed and sworn to before me this
22 day of August, 2016.

Janet L. Windsor, Notary Public
State of Wisconsin
My commission expires: 11/15/2019.



Legend

- | | |
|---------------|--------------|
| Independence | Roads |
| Arcadia | State Rd |
| Burnside | County Rd |
| Lincoln | Town Rd |
| Section Lines | City St |
| | Private Rd |
| | Driveway |

1 inch = 1,100 feet

Date: 9/13/2016



All boundaries on this image are general representations and should not be used for any legal documentation, boundary determinations, or other property related issues. Trempealeau County is not responsible for any use of this data. All data is distributed in an "as is" format with no guarantees or warranties.

Affidavit of Publication

STATE OF WISCONSIN }
County of Jackson } ss.

Julie Iverson

, being duly sworn on oath,
says that she is a Bookkeeper for THE TREMPPEALEAU COUNTY TIMES, a
weekly newspaper of general circulation published at the City of Whitehall, in
Trempealeau County and State of Wisconsin, that a notice of which a printed
copy is here-to attached, has been published in said newspaper once in each week
for 3 consecutive weeks, commencing with the issue
bearing date Sept 10 A.D. 20 15, and ending
with the issue bearing date Sept 24 A.D.
20 15, and that said attached printed copy was taken from said
newspaper.

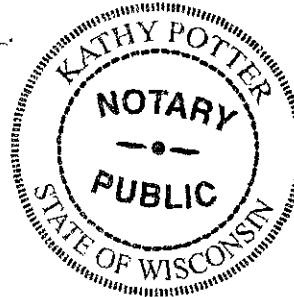
Julie Iverson
Subscribed and sworn to before me this 24th day
of Sept A.D. 20 15.

Kathy Potter
Notary Public, Jackson County, Wisconsin

My Commission expires 2-23, 2018.

Case # _____

Cost \$ _____



without appearing in on the court date by filing an answer with the clerk of before the court date. You send a copy of your answer Plaintiff named above address. You may also t the clerk of court at the one number above to de- a if there are other meth- answer a Small Claims aint in that county. d this 17th day of Sep- r, 2015.

A. Enright
t Law Office
ox 128
laire, WI 54702-0128
32-6645

INDEPENDENCE

JARD MEETING AMENDMENT OF RICT NO. 2 CE, WISCONSIN

City of Independence will g on September 29, 2015, il, located at 23688 Adams r the JRB to consider ap- ndependence City Council oundaries of Tax Increment in.

By Order of the
Independence, Wisconsin
4, 2015)

WNAXLP

TICE

FOR SALE

ortation is soliciting sealed and in the town of Preston, on and the official bid pack- or Heather Dresel at 715- ber 4, 2015, at 10:30 a.m., 718 W. Clairemont Avenue, bid opening is welcome but

s located directly southeast 1/4 of Section 35, Township ton, Trempealeau County, ern right-of-way line of CTH

ional information.
usiness/real-estate

TO:
ransportation
ieibel
(venue
701
tober 15, 2015)

WNAXLP

tion of sale by the court. Property to be sold as a whole "as is" and subject to all real estate taxes, accrued and accruing, special assessments, if any, penalties and interest. Purchaser to pay the cost of title evidence.

La Crosse, WI 54602-0966
608-782-1469
Bar Number: 01025533

(Published September 10,
17, 24, 2015)

WNAXLP

PUBLIC NOTICE

NOTICE CITY OF INDEPENDENCE JOINT PUBLIC HEARING

PLEASE TAKE NOTICE, that the City of Independence will hold a joint public hearing with the Town of Lincoln and the Town of Burnside on October 1, 2015, at 7:00 p.m., at the City Hall Opera House, located at 23688 Adams Street, Independence, Wisconsin. The purpose of the public hearing is to allow members of the public to comment about a proposed Cooperative Plan/Boundary Agreement under Section 66.0307, Stats., between the City of Independence, and the towns of Lincoln and Burnside.

Lenice Pronschinske, City Clerk
(Published September 10, 17, 24, 2015)

WNAXLP

PUBLIC NOTICE

PLEASE TAKE NOTICE, that the Town of Burnside will hold a joint public hearing with the Town of Lincoln and the City of Independence on October 1, 2015, at 7:00 p.m., at the City Hall Opera House, located at 23688 Adams Street, Independence, Wisconsin. The purpose of the public hearing is to allow members of the public to comment about a proposed Cooperative Plan/Boundary Agreement under Section 66.0307, Stats., between the towns of Lincoln and Burnside, and the City of Independence.

Melissa Kono, Clerk
(Published September 10, 17, 24, 2015)

WNAXLP

PUBLIC NOTICE

PLEASE TAKE NOTICE, that the Town of Lincoln will hold a joint public hearing with the Town of Burnside and the City of Independence on October 1, 2015, at 7:00 p.m., at the City Hall Opera House, located at 23688 Adams Street, Independence, Wisconsin. The purpose of the public hearing is to allow members of the public to comment about a proposed Cooperative Plan/Boundary Agreement under Section 66.0307, Stats., between the towns of Lincoln and Burnside, and the City of Independence.

Sharon Sosalla, Clerk
(Published September 10, 17, 24, 2015)

WNAXLP

Business Cards for Your Business!

— SEE US TODAY —

Trempealeau
County
Times



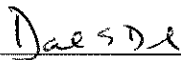
AFFIDAVIT

Daniel S. Diehn, being first duly sworn, states as follows:

1. That I am an attorney licensed to practice law in the State of Wisconsin and represent the Towns of Lincoln and Burnside, both in Trempealeau County, Wisconsin.
2. I was present for the Public Hearing held regarding the Cooperative Boundary Plan involving the City of Independence, Town of Lincoln and Town of Burnside, Trempealeau County, Wisconsin.
3. No substantive public comments were received during the public hearing.
4. No changes were made to the proposed Cooperative Boundary Plan as a result of the public hearing.

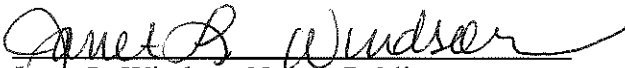
Dated this 22 day of August, 2016.

DANIEL S. DIEHN, S.C.



Daniel S. Diehn

Signed and sworn to before me this
22 day of August, 2016.



Janet L. Windsor, Notary Public
State of Wisconsin
My commission expires: 11/15/2019.

RESOLUTION

Cooperative Plan Agreement with the Towns of Lincoln and Burnside

WHEREAS, an annexation of land on August 19, 2014 by the City of Independence was challenged in Court by the Towns of Lincoln and Burnside, and

WHEREAS, in February 2015 the City and Towns entered into a stipulation under Section 66.0225 Wis. Stats. to settle the Court action through development of a Cooperative Plan under Section 66.0307, and

WHEREAS, when the stipulation was approved by the Court, the City adopted a Resolution of intent on May 12, 2015 to participate in the preparation of a Cooperative Plan and the Towns then adopted a similar Resolution, and

WHEREAS, the Towns' draft of a proposed Cooperative Plan was reviewed and discussed at a public hearing held on October 1, 2015, followed by revisions and corrections made by legal counsel for the Towns and City, and

WHEREAS, the Towns have now approved the revised draft of the Cooperative Plan and the City Council has reviewed and discussed this draft, and

WHEREAS, it appears that a reference should be made to the Town of Arcadia at Section 4.01(a) of the draft as shown on the attached Cooperative Plan agreement, and

WHEREAS, the attached Cooperative Plan agreement as revised appears to be consistent with the February 2015 stipulation and in the best interest of the City.

THEREFORE, BE IT RESOLVED, that the attached Cooperative Plan is approved and shall be forwarded to the Wisconsin Department of Administration for its review and approval as required by Section 66.0307(5) if the Towns approve the change at Section 4.01(a) as attached.

Dated this 7th day of March, 2016.



Lenice Pronschinske
Independence City Clerk

The above Resolution was adopted by a vote of 4 in favor and 3 opposed this 7th day of March, 2016.

RESOLUTION

Cooperative Plan Agreement with the Town of Burnside and City of Independence

WHEREAS, an annexation of land on August 19, 2014 by the City of Independence was challenged in Court by the Towns of Lincoln and Burnside, and

WHEREAS, in February 2015 the City and Towns entered into a stipulation under Section 66.0225 Wis. Stats. to settle the Court action through development of a Cooperative Plan under Section 66.0307, and

WHEREAS, when the stipulation was approved by the Court, the Town of Burnside adopted an Authorizing Resolution stating its intent to participate in the preparation of a Cooperative Plan and the City then adopted a similar Resolution, and

WHEREAS, a proposed Cooperative Plan was reviewed and discussed at a public hearing held on October 1, 2015, followed by revisions and corrections made by legal counsel for the Towns and City, and

WHEREAS, at its meeting on January 13, 2016, the Town of Burnside unanimously approved the Cooperative Plan, and

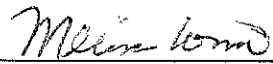
WHEREAS, at its meeting on March 9, 2016, the Town of Burnside unanimously approved a revised draft of the Cooperative Plan Agreement and approved submitting the Plan to the Department of Administration for review, and

WHEREAS, this Resolution is offered to memorialize the prior actions of the Town Board; and

WHEREAS, the attached Cooperative Plan Agreement as revised appears to be consistent with the February 2015 stipulation and in the best interest of the Town of Burnside, and

THEREFORE, BE IT RESOLVED, that the Board's prior action of approving the attached Cooperative Plan and authorizing the Plan to be submitted to the Wisconsin Department of Administration for its review and approval as required by Section 66.0307(5) is hereby affirmed.

Dated this 19 day of April, 2016.



Melissa Kono
Town of Burnside Clerk

The above adopted Resolution was adopted by a vote of 3 in favor and 0 opposed this on the 19 day of April, 2016.

RESOLUTION

Cooperative Plan Agreement with the Town of Burnside and City of Independence

WHEREAS, an annexation of land on August 19, 2014 by the City of Independence was challenged in Court by the Towns of Lincoln and Burnside, and

WHEREAS, in February 2015 the City and Towns entered into a stipulation under Section 66.0225 Wis. Stats. to settle the Court action through development of a Cooperative Plan under Section 66.0307, and

WHEREAS, when the stipulation was approved by the Court, the Town of Lincoln adopted an Authorizing Resolution stating its intent to participate in the preparation of a Cooperative Plan and the City then adopted a similar Resolution, and

WHEREAS, a proposed Cooperative Plan was reviewed and discussed at a public hearing held on October 1, 2015, followed by revisions and corrections made by legal counsel for the Towns and City, and

WHEREAS, at its meeting on January 13, 2016, the Town of Lincoln unanimously approved the Cooperative Plan, and

WHEREAS, at its meeting on March 9, 2016, the Town of Lincoln unanimously approved a revised draft of the Cooperative Plan Agreement and approved submitting the Plan to the Department of Administration for review, and

WHEREAS, this Resolution is offered to memorialize the prior actions of the Town Board; and

WHEREAS, the attached Cooperative Plan Agreement as revised appears to be consistent with the February 2015 stipulation and in the best interest of the Town of Lincoln, and

THEREFORE, BE IT RESOLVED, that the Board's prior action of approving the attached Cooperative Plan and authorizing the Plan to be submitted to the Wisconsin Department of Administration for its review and approval as required by Section 66.0307(5) is hereby affirmed.

Dated this 19th day of April, 2016.


Sharon Sosalla
Town of Lincoln Clerk

The above adopted Resolution was adopted by a vote of 3 in favor and 0 opposed this on the 19th day of April, 2016.

CIRCUIT COURT
TREMPEALEAU COUNTY

APR 13 2015

RECEIVED AND FILED
MICHELLE WEISENBERGER
CLERK OF COURT**NOTICE OF STIPULATION**

Please take notice that the Town of Lincoln, Town of Burnside and City of Independence, all located in Trempealeau County, Wisconsin have entered into a Stipulation pursuant to Sections 66.0225 and 66.0307(6), Wis. Stats. The Stipulation is as follows:

The Stipulation incorporates agreements between the Town of Lincoln and the City of Independence as well as between the Town of Burnside and the City of Independence.

MUNICIPAL AGREEMENT

WHEREAS, the City of Independence, Town of Lincoln and Town of Burnside share boundaries which are immediately adjacent; and

WHEREAS, on August 19, 2014 the City of Independence passed an ordinance annexing property from the Town of Lincoln, the Town of Burnside and the Town of Arcadia into the City of Independence; and

WHEREAS, the Town of Lincoln and the Town of Burnside have initiated litigation in Trempealeau County Circuit Court contesting the validity of the above described annexation(s); and

WHEREAS, the Town of Lincoln, Town of Burnside and City of Independence desire to avoid the expense, uncertainty and delay of litigation and to provide a mechanism for defining future boundaries between the three (3) municipalities; and

WHEREAS, Section 66.0225, Wis. Stats., provides that municipalities are immediately adjacent and who are parties to an action in court testing the validity or invalidity of an annexation, may enter into a written stipulation comprising and settling such litigation and determine the common boundary between the municipalities; and

WHEREAS, Section 66.0225, Wis. Stats., provides that municipalities that may incorporate boundary agreements reached pursuant to Section 66.0307(6) into the Stipulation;

NOW THEREFORE, it is hereby agreed as follows:

1. That the Town of Lincoln and the Town of Burnside will dismiss the challenge to the annexation of property described in Exhibit "A" attached hereto, and made a part hereof.
2. The property described in Exhibit "A" shall remain in the City of Independence.
3. That the City agrees that the external boundaries of the City of Independence shall remain as they exist on February 2, 2015.
 - (a) The City of Independence may annex from the Town of Lincoln or the Town of Burnside up to sixty (60) acres per year as needed for its municipal development. However, annexation under this paragraph shall not be made for purposes of non-metallic mining or for uses directly related to non-metallic mining, or the processing or transportation of non-metallic materials.
4. Except as set forth in Paragraph 3(a) above, that the parties agree that any future annexation to the City of Independence of property which is within the Town of Lincoln or the Town of Burnside as of February 2, 2015 may only occur if consented to by a resolution passed by a majority vote of the Town Board from which the property would be annexed.
5. This agreement shall be in effect on the effective date of this stipulation approved by the Judge presiding over Trempealeau County Case Number 14-CV-237. This agreement shall remain in effect of a period of twenty (20) years.
6. Within thirty (30) days of the approval of this Stipulation by the court, each municipality shall adopt an Authorizing Resolution under Section 66.0307(4), Wis. Stats. Each municipality shall then comply with the procedures outlined in Section 66.0307, Wis. Stats. for the purposes of establishing cooperative agreements under Section 66.0307, Wis. Stats. affecting the terms of this stipulation. Failure by any party to adopt an agreement in substantial compliance with this stipulation shall render this agreement null and void and shall result in the Court vacating this stipulation and reinstating the litigation.
7. It is the intent of the parties that the cooperative agreement resulting from the procedures outlined in Paragraph 6 herein shall be incorporated into the Final

Stipulation and Order of the court.

8. Court Approval of Municipal Boundary Agreement. City acknowledges that the Town of Lincoln and Town of Burnside have entered into this agreement to avoid litigation related to the above-described annexations to the City of Independence. It is the intent of the parties that this municipal boundary agreement is to be incorporated into the judgment of the circuit court pursuant to the provisions of Section 66.0225 Wis. Stats. In the event the court fails or refuses to enter judgment incorporating the terms of this municipal boundary agreement, this agreement shall be null and void and of no further force and effect.

9. Effective Date. Thirty (30) days following the publication of the stipulation to change boundaries, unless a petition for referendum is filed in accordance with Section 66.0225(2) Wis. Stats., the following shall occur:

A. The Towns shall withdraw their objection to the annexation ordinances as set forth above.

B. The remaining terms of the agreement shall become effective.

In the event a petition for referendum is filed and the referendum election is opposed to detachment, this agreement shall be null and void in its entirety. Otherwise, all terms herein shall become effective immediately following such election subject to any appeals.

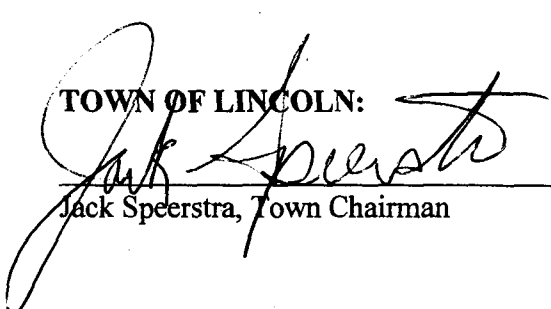
10. Nothing in this boundary agreement is intended to change any existing intergovernmental agreements between the Town of Lincoln, Town of Burnside and/or the City of Independence.

Dated this ____ day of February, 2015.

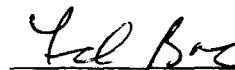
ATTEST:


Sharon Sosalla, Town Clerk

TOWN OF LINCOLN:


Jack Speerstra, Town Chairman

TOWN OF BURNSIDE:



ATTEST:

Melissa Kono
Melissa Kono, Town Clerk

Fred Boe, Town Chairman

City of Independence

Robert Baecker
Mayor Robert Baecker, City of Independence

ATTEST:

Lenice Pronschinske
Lenice Pronschinske, City Clerk

CIRCUIT COURT
TREMPEALEAU COUNTY

APR 13 2015

RECEIVED AND FILED
MICHELLE WEISENBERGER
CLERK OF COURT

ORDER

The above Stipulation of the parties is hereby incorporated as the Order of the Court.

Dated this 13 day of April, 2015.

BY THE COURT:

John A. Damon
Honorable John A. Damon
Circuit Court Judge
Trempealeau County, Wisconsin

EXHIBIT "A"**Land Annexed to the City from Town of Lincoln****Parcel No. 1:**

The W $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the W $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 36, T22N, R9W, Trempealeau County, Wisconsin.

Parcel No. 2:

A parcel of land in the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 36, T22N, R9W, described as follows: Commencing at the NE corner of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence West 37 rods to the place of beginning and the Northeast corner of that property described in Volume 970, Page 754; thence due South, along the East line of said Volume 970, Page 754, 206 feet to the Southeast corner of said Volume 970, Page 754; thence Southerly to the Southeast corner of the W $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence Easterly along the South line of said W $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ to the Southwest corner of said NE $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence Northerly along the West line of said NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ to the Northwest corner of said NE $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence Easterly along the North line of said NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ to the place of beginning; except the following described parcel of land in the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 36, T22N, R9W, described as follows: Commencing at the NE corner of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence West 37 rods to the place of beginning; thence due South 206 feet; thence West at right angles 16 rods; thence due North to the South edge of the town road; thence Northeasterly along the South edge of the town road to the place of beginning; and except the following described parcel within said NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 36, T22N, R9W: Commencing at the Northwest corner; thence 13 rods more or less southerly to the centerline of the town road running through the forty which is the point of beginning (and also the point of beginning for the parcel described in Deeds Vol. 690, Page 631); thence northeasterly along said centerline 3 rods; thence 15 rods southeasterly perpendicular to said town road centerline, thence southwesterly 13 rods more or less to a point located on the west line of said NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ which is also 15 rods measured perpendicularly to said town road centerline; thence northerly along said westerly line 19 rods more or less to the point of beginning.

Parcel No. 3:

The W $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 36, T22N, R9W, excepting therefrom part of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$, Section 36, T22N, R9W described as follows: Beginning at the Southeast corner of said SE $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence along the South line of said SE $\frac{1}{4}$ of the SW $\frac{1}{4}$, N $89^{\circ}47'43''$ W, 60.01 feet; thence N $0^{\circ}55'16''$ W, parallel to the East line of said SE $\frac{1}{4}$ of the SW $\frac{1}{4}$, 663.90 feet; thence N $76^{\circ}45'31''$ W, 90.80 feet; thence N $00^{\circ}35'46''$ E, 150.31 feet; thence N $71^{\circ}18'42''$ W, 617.21 feet; thence N $16^{\circ}27'10''$ E, 221.51 feet; thence S $72^{\circ}16'32''$ E, 695.85 feet to said East line; thence S $00^{\circ}55'16''$ E, 1033.62 feet to the point of beginning.

EXHIBIT A

Owner Name	Exhibit Number	Legal Description
John J. Pientok Jean M. Heller Jeanine M. Munden Joseph A. Pientok Jennifer L. Pientok	1	The W 1/4 of the SE 1/4 of the SW 1/4 of Section 25, T22N, R9W, Town of Burnside, Trempealeau County, Wisconsin. Parcel # 006-00566-0000

EXHIBIT A

Owner Name	Exhibit Number	Legal Description
Rachel Prokop Jared Prokop Lindsay Prokop	1	The W ¼ of the NE ¼ of the NW ¼ of Section 1, T21N, R9W, Town of Arcadia, Trempealeau County, Wisconsin. Parcel # 004-00375-0000
Kevin J. Werlein	2	The SE ¼ of the NW ¼ of Section 1, T21N, R9W, Town of Arcadia, Trempealeau County, Wisconsin, The southerly 624 feet of the westerly 214 feet of the SW ¼ of the NE ¼ of Section 1, T21N, R9W, Town of Arcadia, Trempealeau County, Wisconsin, The E ½ of the SW ¼ and the NW ¼ of the SE ¼ of Section 1, T21N, R9W, Town of Arcadia, Trempealeau County, Wisconsin, except that parcel described in Volume 681, Page 344. Parcel # 004-00373-0000, 004-00378-0000, 004-00379-000, 004-00382-0000 and 004-00384-0000
James M. Guza Nancy A. Guza	3	The NE ¼ of the NW ¼ of Section 12, T21N, R9W, Town of Arcadia, Trempealeau County, Wisconsin, The westerly 290 feet of the NW ¼ of the NW ¼ of Section 12, T21N, R9W, Town of Arcadia, Trempealeau County, Wisconsin, That part of the NE ¼ of the NE ¼ of Section 11, T21N, R9W, Town of Arcadia, Trempealeau County, Wisconsin, lying southerly of a parcel described as follows; Beginning at the Northwest corner of said NE ¼ of the NE ¼; thence following the center of Ed. Suchla Town Road, a distance of 7 chains and 15 links due East; thence due South a distance of 3 chains and 44 links; thence due West distance of 7 chains and 25 links to the center of the Town Road; thence due North following the center of the Town Road a distance of 3 chains and 74 links to the point of beginning, excepting the south 183 feet thereof, The NW ¼ of the NE ¼, the SW ¼ of the NE ¼, the SE ¼ of the NW ¼, of Section 11, T21N, R9W, Town of Arcadia, Trempealeau County, Wisconsin lying southeasterly of the centerline of highway. The SE ¼ of the NE ¼ of Section 11, T21N, R9W, Town of Arcadia, Trempealeau County, Wisconsin, except the part lying northwesterly of a line from the southwest corner of the N ½ of said SE ¼, NE ¼ and the northeast corner thereof. The NW ¼ of the SE ¼ of Section 11, T21N, R9W, Town of Arcadia, Trempealeau County, Wisconsin, except the following described parcel: Commencing at the West ¼ Corner of said Section 11; thence along the

	3 (continued)	<p>East-West ¼ line, South 89°41'17" East 2628.50 feet to the Northwest corner of said NW ¼ of the SE ¼ and the point of beginning; thence along the North line thereof, South 89°41'17" East 421.35 feet; thence South 00°19'37" East 350.02 feet; thence North 89°41'17" West 421.35 feet to the West line of said NW ¼ of the SE ¼; thence North 00°19'37" West 350.02 feet to the point of beginning.</p> <p>The NE ¼ of the SE ¼ of Section 11, T21N, R9W, Town of Arcadia, Trempealeau County, Wisconsin.</p> <p>The SW ¼ of the NW ¼ of Section 12, T21N, R9W, Town of Arcadia, Trempealeau County, Wisconsin, except the following described parcel as follows:</p> <p>Commencing at the Southeast corner of said SW ¼ of the NW ¼ and also being the point of beginning; thence S 89°45'52" W, along the South line of said SW ¼ of the NW ¼, a distance of 20.00 feet; thence N 00°11'18" W 280.00 feet; thence N 89°45'52" E 20.00 feet to the East line of said SW ¼ of the NW ¼; thence S 00°11'18" E, along said East line, 280.00 feet to the point of beginning.</p> <p>Parcel # 004-00610-0000, 004-00611-0005, 004-00585-0000, 004-00587-0000, 004-00589-0000, 004-00596-0000, 004-00602-0000, 004-00601-0000, 004-00591-0000, 004-00612-0005.</p>
Robert J. Smith Kristin J. Little-Smith	4	<p>The NE ¼ of Section 12, T21N, R9W, Town of Arcadia, Trempealeau County, Wisconsin.</p> <p>The W ¼ of the NW ¼ of Section 7, T21N, R8W, Town of Arcadia, Trempealeau County, Wisconsin.</p> <p>Parcel # 004-00607-0000, 004-00606-0000, 004-00609-0000, 004-00608-0000, 004-00072-0000, 004-00073-0000.</p>
Andrew J. Puchalla Carol Puchalla	5	<p>The SE ¼ of the NW ¼ of Section 12, T21N, R9W, Town of Arcadia, Trempealeau County, Wisconsin.</p> <p>A part of the SW ¼ of the NW ¼ of Section 12, T21N, R9W, Town of Arcadia, Trempealeau County, Wisconsin described as follows: Commencing at the Southeast corner of said SW ¼ of the NW ¼ and also being the point of beginning; thence S 89°45'52" W, along the South line of said SW ¼ of the NW ¼, a distance of 20.00 feet; thence N 00°11'18" W 280.00 feet; thence N 89°45'52" E 20.00 feet to the East line of said SW ¼ of the NW ¼; thence S 00°11'18" E, along said East line, 280.00 feet to the point of beginning.</p> <p>The NE ¼ of the SW ¼ of Section 12, T21N, R9W, Town of Arcadia, Trempealeau County, Wisconsin.</p> <p>The NW ¼ of the SW ¼ of Section 12, T21N, R9W, Town of Arcadia, Trempealeau County, Wisconsin, except that part in Certified Survey Map Volume 9,</p>

	5 (continued)	<p>Page 261.</p> <p>The W ¼ of the SW ¼ of the SW ¼ of Section 12, T21N, R9W, Town of Arcadia, Trempealeau County, Wisconsin,</p> <p>Parcel # 004-00613-0000, 004-00612-0000, 004-00614-0000, 004-00615-0000, 004-00616-0000</p>
James M. Guza Nancy A. Guza	6	<p>The NW ¼ of the NW ¼ of Section 13, T21N, R9W, Town of Arcadia, Trempealeau County, Wisconsin lying North of Korpai Valley Rd and Grulkowski Lane.</p> <p>Parcel # 004-00629-0000</p>
Dennis J. Korpai Rosemary I. Korpai	7	<p>The NW ¼ of the SE ¼, the SW ¼ of the SE ¼, the SE ¼ of the SW ¼, of Section 12, T21N, R9W, Town of Arcadia, Trempealeau County, Wisconsin.</p> <p>Parcel # 004-00619-0000, 004-00620-0000, 004-00617-0000</p>
Allen J. Filla	8	<p>The NE ¼ of the SE ¼ of Section 12, T21N, R9W, Town of Arcadia, Trempealeau County, Wisconsin.</p> <p>A part of the NW ¼ of the SW ¼ of Section 7, T21N, R8W, Town of Arcadia, Trempealeau County, Wisconsin described as follows: Commencing at the Northwest corner of said NW ¼ of the SW ¼; thence South 350 feet along the West line of said forty to the point of beginning; thence North 350 feet along said West section line to the Northwest corner of said forty; thence East along said north line to the center of the town road; thence Southeasterly along the centerline of said town road 225 feet; thence Southwest to a point 500 feet East of the point of beginning; thence West 500 feet to the point of beginning.</p> <p>Parcel # 004-00618-000, 004-00077-0005.</p>
Edward J. Grulkowski Living Trust	9	<p>The SE ¼ of the SE ¼ of Section 12, T21N, R9W, Town of Arcadia, Trempealeau County, Wisconsin.</p> <p>The NW ¼ of the SW ¼ of Section 7, T21N, R8W, Town of Arcadia, Trempealeau County, Wisconsin lying South and West of Bisek Rd except the following described parcel: Commencing at the Northwest corner of said NW ¼ of the SW ¼; thence South 350 feet along the West line of said forty to the point of beginning; thence North 350 feet along said West section line to the Northwest corner of said forty; thence East along said north line to the center of the town road; thence Southeasterly along the centerline of said town road 225 feet; thence Southwest to a point 500 feet East of the point of beginning; thence West 500 feet to the point of beginning.</p> <p>The SW ¼ of the SW ¼ of Section 7, T21N, R8W, Town of Arcadia, Trempealeau County, Wisconsin.</p> <p>The NW ¼ of the NW ¼ and the SW ¼ of the NW ¼ of</p>

	9 (continued)	<p>Section 18, T21N, R8W, Town of Arcadia, Trempealeau County, Wisconsin, excepting therefrom part of the West ¼ of the NW ¼ of said Section 18 described as follows: Commencing at a point on the West line of the NW ¼ of the NW ¼ of said Section 18 in the center of the forty; thence South 50 rods; thence East 8 rods; thence in a Northwesterly direction to the place of beginning.</p> <p>Parcel # 004-00077-0000, 004-00621-0000, 004-00078-0000, 004-00167-0000, 004-00170-0000</p>
Kristine Benusa	10	<p>A part of the W ¼ of the NW ¼ of Section 18, T21N, R8W, Town of Arcadia, Trempealeau County, Wisconsin described as follows: Commencing at a point on the West line of the NW ¼ of the NW ¼ of said Section 18 in the center of the forty; thence South 50 rods; thence East 8 rods; thence in a Northwesterly direction to the place of beginning.</p> <p>Parcel # 004-00168-0000, 004-00169-0000</p>
Dennis J. Korpai Rosemary I. Korpai	11	<p>That part of the SE ¼ of the NE ¼ of Section 13, T21N, R9W, Town of Arcadia, Trempealeau County, Wisconsin lying north of Church Hill Road.</p> <p>Parcel # 004-00626-0000</p>
Scott A. Weaver	12	<p>The NW ¼ of the SE ¼ of Section 13, T21N, R9W, Town of Arcadia, Trempealeau County, except that part in Certified Survey Map Volume 2, Page 185.</p> <p>The SW ¼ of the NE ¼ of Section 13, T21N, R9W, Town of Arcadia, Trempealeau County, Wisconsin.</p> <p>The NW ¼ of the NE ¼ of Section 13, T21N, R9W, Town of Arcadia, Trempealeau County, Wisconsin except the following described parcels:</p> <p>(1) Certified Survey Map Volume 2, Page 139;</p> <p>(2) Certified Survey Map Volume 2, Page 140;</p> <p>(3) A part of the NW ¼ of the NE ¼ of said Section 13 described as follows: Beginning at the Northeast corner of Certified Survey Map Volume 2, Page 139, said point being on the North line of said NW ¼ of the NW ¼, S 89°14'48" E, 524.00 feet from the Northwest Corner thereof; thence S 89°14'49" E on said line, 163.34 feet to the Northwest corner of Lot 3 of Certified Survey Map Volume 2, Page 140; thence S 45°47'53" E, 248.68 feet to the North corner of Lot 4 of said CSM 2-140; thence S 44°12'07" W, 278.45 feet to the West corner of said Lot 4; thence S 79°33'04" W, 144.14 feet; thence N 05°13'20" W, 376.40 feet to the Southeasterly line of Lot 2 of said CSM 2-139; thence N 47°11'41" E, 38.91 feet to the point of beginning.</p> <p>(4) A part of the NW ¼ of the NE ¼ of said Section 13 described as follows: Beginning at the N ¼ Corner of</p>

	12 (continued)	<p>said Section 13; thence S 89°14'48" E, along the North line of said NW ¼ of the NE ¼, 687.34 feet; thence S 45°47'53" E, 248.68 feet; thence S 44°12'07" W, 278.45 feet; thence S 78°44'35" W, 358.04 feet; thence S 63°24'16" W, 352.50 feet to the West line of said NW ¼ of the NE ¼; thence N 00°28'37" W along the West line of said NW ¼ of the NE ¼, 609.75 feet to the point of beginning, and</p> <p>That part of the NE ¼ of the NE ¼ contained within Deeds Vol. 755, Page 167.</p> <p>Parcel #004-00638-0000, 004-00625-0005, 004-00625-0000, 004-00624-0000, and 004-00623-0000</p>
Dennis J. Korpai Rosemary I. Korpai	13	<p>The NE ¼ of the SW ¼ of Section 13, T21N, R9W, Town of Arcadia, Trempealeau County, Wisconsin</p> <p>Parcel # 004-00633-0000</p>
Gregory D. Korpai	14	<p>The NE ¼ of the NW ¼ of Section 13, T21N, R9W, Town of Arcadia, Trempealeau County, Wisconsin lying North of Grulkowski Lane except the following described parcel; a part of the NE ¼ of the NW ¼ of Section 13, T21N, R9W; Commencing at the Northwest corner of said Section 13; thence N 89°39'36" E, 1306.23 feet; thence S 00°21'47" E, 496.26 feet to the point of beginning; thence N 89°38'13" E, 208.22 feet; thence S 00°21'47" E, 213.40 feet; thence N 88°03'15" W, 208.39 feet; thence N 00°21'47" W, 205.00 feet to the point of beginning, and</p> <p>The NE ¼ of the NW ¼ of Section 13, T21N, R9W, Town of Arcadia, Trempealeau County, Wisconsin lying south of a line between where the north right-of-way line of Stover Lane crosses the west line of said NE-NW and a point along the east line of said NE-NW located 605.79 feet south of the N ¼ corner of said Section 13 (this parcel may require additional mapping), except for that part of the NE ¼ of the NW ¼ described as commencing at the Southwest corner of said NE ¼ of the NW ¼, thence along the South line of said forty to the Southeast corner thereof; thence in a westerly direction to the West line of said forty to a point 3 rods North of the starting point; thence South 3 rods to the place of beginning.</p> <p>Parcel #004-00627-000</p>
Carmen A. Weaver	15	<p>That part of the NW ¼ of the SE ¼ of Section 13, T21N, R9W, Town of Arcadia, Trempealeau County, Wisconsin described in Certified Survey Map Volume 2, Page 185.</p> <p>Parcel #004-00638-0005</p>
James R. Kullig Rebecca Kullig	16	<p>The SW ¼ of the SW ¼ of the SW ¼ of Section 1, T21N, R9W, Town of Arcadia, Trempealeau County, Wisconsin,</p>

	16 (continued)	<p>The S $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 2, T21N, R9W, Town of Arcadia, Trempealeau County, Wisconsin,</p> <p>The S $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 2, T21N, R9W, Town of Arcadia, Trempealeau County, Wisconsin,</p> <p>The southerly 100 feet of the easterly 500 feet of the N $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 2, T21N, R9W, Town of Arcadia, Trempealeau County, Wisconsin, and</p> <p>The S $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 2, T21N, R9W, Town of Arcadia, Trempealeau County, Wisconsin.</p> <p>Parcel # 004-00381-0000, 004-00404-0000, 004-00403-0000, and 004-00398-0000</p>
Schank Family Farms, LLC	17	<p>The S $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 2, T21N, R9W, Town of Arcadia, Trempealeau County, Wisconsin,</p> <p>The s $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 3, T21N, R9W, Town of Arcadia, Trempealeau County, Wisconsin, and</p> <p>That part of the S $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 3, T21N, R9W, lying easterly of the thread of the Trempealeau River, Town of Arcadia, Trempealeau County, Wisconsin.</p> <p>Parcel #004-00397-0000, 004-00431-0005, and 004-00430-0000</p>
Edwin J. Maliszewski	18	<p>That part of the S $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 3, T21N, R9W, lying westerly of the thread of the Trempealeau River and easterly of the Railroad Right-of-Way, Town of Arcadia, Trempealeau County, Wisconsin.</p> <p>Parcel #004-00430-0005</p>
Kristine Benusa	19	<p>Part of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 13, T21N, R9W, Town of Arcadia, Trempealeau County, Wisconsin, described as follows: Commencing at the Southwest corner of said NE $\frac{1}{4}$ of the NW $\frac{1}{4}$, thence along the South line of said forty to the Southeast corner thereof; thence in a westerly direction to the West line of said forty to a point 3 rods North of the starting point; thence South 3 rods to the place of beginning.</p> <p>Parcel # 004-00628-0000</p>
Maliszewski Rail, LLC	20	<p>Part of the E $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 10, T21N, R9W, Town of Arcadia, Trempealeau County, Wisconsin, bounded as follows: On the North by the north line of said Section 10; On the South by the centerline of Wickham Valley Creek; On the West by the easterly right of way line of State Highway 93; On the East by the westerly right of way of the Fox Valley and</p>

	20 (continued)	Western Limited Railway; except that part that lies in the following described parcel; Beginning at the center of the above named Section 10; thence running North, 8.425 chains; thence West, 10 chains to the center of the highway; thence South, 8.425 chains; thence East, 10 chains to the place of beginning. Parcel # 004-00559-0005
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MISSISSIPPI RIVER REGIONAL PLANNING COMMISSION

*1707 Main Street, Suite 435
La Crosse, WI 54601
Phone: (608) 785-9396
Fax: (608) 785-9394
Email: plan@mrrpc.com
Website: mrrpc.com*

*James Kuhn, Cashton, WI
Chairman
Margaret Baecker, Independence, WI
Vice Chairman
Vicki Burke, Onalaska, WI
Secretary & Treasurer
Greg Flogstad, Onalaska, WI
Director*

October 19, 2016

Wisconsin Department of Administration
Mr. Erich Schmidtke
Division of Intergovernmental Relations
101 East Wilson St., 9th Floor
P.O. Box 1645
Madison, WI 53701-1645

Dear Mr. Schmidtke:

Per your request the Mississippi River Regional Planning Commission is providing comments as required by s. 66307(4)(c) Wis. Stats. regarding the proposed Town of Lincoln and Town of Burnside/City of Independence Cooperative Plan Agreement. It is apparent the proposed cooperative plan agreement has been developed as a result of an unorthodox annexation involving a frac sand mine as described in the MRRPC Regional Comprehensive Plan "The short-term result has been unorthodox annexations that benefit frac sand mining without a comprehensive review of its impact on the surrounding environment and community".

As a consequence of the annexation the proposed cooperative plan agreement has been developed in an effort to minimize future impacts. In this regard the proposed cooperative plan agreement is in part consistent with the MRRPC's Regional Comprehensive Plan, as the plan recommends "developing annexation agreements that calls for an annexation to be based on an agreement that addresses the environment, natural resources, health, quality of life, tax base, public infrastructure, and the area's economy over the long-term." While the Agreement does not address all of these factors it does establish a structure for organization to address these factors if they choose.

If you have any questions, please contact me at 608-785-9396 or via e-mail at greg@mrrpc.com.

Sincerely,
MISSISSIPPI RIVER REGIONAL PLANNING COMMISSION

Greg Flogstad, Director



Trempealeau County Dept. of Land Management

Courthouse, P.O. Box 67
Whitehall, WI 54773

Phone: (715) 538-2311 ext. 255

Email: kevin@trempecounty.com

Web Page: www.trempecounty.com/landmanagement

October 28, 2016

Wisconsin Dept. of Administration
Attn: Eric Schmidtke
101 East Wilson St., 9th Floor
Madison, WI 53701-1645

Dear Mr. Schmidtke:

Trempealeau County Dept. of Land Management is providing comments on the proposed *Town of Lincoln and Town of Burnside/City of Independence Cooperative Plan Agreement*, as required per s. 66.0307(4)(c) Wis. Stats. While the main intent of the agreement honors the primary goal of the "Intergovernmental Cooperation Goals, Objectives and Actions" listed in section 7.6 of Trempealeau County's Comprehensive Plan, to "Establish cooperative relationships with adjacent and overlapping jurisdictions," the agreement raises several questions.

One such question that arises related to Trempealeau County's Comprehensive Plan is what other uses outside of industrial sand mining could be considered "non-compatible uses" in the proposed towns? If 60 acres are annexed for intended residential use but a proposed project falls through, is that annexed land available for other uses (such as industrial sand mining) once it is under City ownership?

Additionally, what are the physical parameters of the 60-acre annexation, such as width-to-depth ratio, distance from the historic city limits, etc.? Consideration should be given not only to the sum of acreage, but also to the configuration of what is proposed to be annexed. We have unfortunately seen annexations throughout the county that have formations that have "driven a wedge" between one side of the township to the other.

Kathleen Vinehout had several of these same concerns and had proposed a bill that attempted to address the issues we've raised in our comments. Her bill required the majority of the proposed annexed land mass to be within a close proximity to the existing city limits. We would hope that the municipalities participating in the Cooperative Plan Agreement have considered these pitfalls that could occur through the ambiguous guidelines of simply naming a quantity of acres and not specifying where the acreage is in relation to city limits.

Sincerely,

Kevin Lien
Director
Department of Land Management
Trempealeau County
Whitehall, WI 54773
715-538-2311 ext. 255
Kevin@trempecounty.com