

City of Eau Claire Report Opposing the Petition for Incorporation of a Portion of the Town of Washington, Eau Claire County, Wisconsin as the Village of Washington



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INTRODUCTION

The City of Eau Claire (“City”) submits this report in opposition to the Petition to Incorporate a Portion of the Town of Washington, Eau Claire County, Wisconsin as the Village of Washington (“Petition”). This report supports and supplements the City’s presentation to the Incorporation Review Board (“Board”) at the public hearing held on December 17, 2025.

The Board’s current task is to determine whether the Petition meets all six statutory standards found in Wis. Stat. § 66.0207. The Wisconsin Court of Appeals has explained that the Board may grant a petition for referendum only if it determines that all six statutory requirements have been met. *See Walag v. Wisconsin Dept. of Admin.*, 2001 WI App 217 ¶ 33, 247 Wis.2d 850, 634 N.W.2d 906. In other words, **the Petition must be dismissed if the Board finds that even one of the six statutory requirements is not met.**

It is evident from the Petition itself and the information provided at the public hearing that:

- Standard (1)(a), Characteristics of the Territory, is **Not Met**. The petitioned territory is not sufficiently compact and homogeneous to meet the standards laid out by the legislature.
- Standard (1)(b), Territory Beyond the Core, is **Not Met**. The thousands-of-acres of vacant and developable territory beyond the most densely populated square mile does not have the potential for substantial urban development within the next 3 years.
- Standard (2)(a), Tax Revenue, is **Not Met**. The proposed village would unduly burden its residents because it would not be able to provide services at a local tax rate which compares favorably with the tax rate in a similar area for the same level of services.
- Standard (2)(b), Level of Services, is **Not Met**. Petitioners propose to continue a limited level of services (e.g., no public water or wastewater, police, EMS) which are almost entirely dependent on contracts not yet negotiated (if even available with other entities), while the City of Eau Claire already provides the level of services desired and needed by residents and businesses.
- Standard (2)(c), Impact on the Remainder of the Town, is **Not Met**. The Petition would have a detrimental effect on the town remnant and hinder its ability to survive as a distinct municipal entity because it would be stripped of its staff, equipment, and buildings, left with a woefully insufficient budget, and be made dependent on contracts with the proposed village or other entities also not yet negotiated if even available for governmental services.
- Standard (2)(d), Impact on the Metropolitan Community, is **Not Met**. The Petition would derail decades of careful planning, longstanding agreements, infrastructure investments, and otherwise substantially hinder the solution of governmental problems affecting the metropolitan community, including supply of affordable housing and broad-based economic growth anticipated and relied upon by the public and private parties. Further, it would deprive current town property owners near the City the opportunity to develop their lands for the highest and best use by having access to City utility and other urban services.

Because the Petition does not meet the statutory standards, the Board must dismiss the Petition.



HISTORICAL CONTEXT

Municipalities in the Chippewa-Eau Claire metropolitan area have been planning for and providing an extensive range of governmental services to area residents for well over a century. Beginning in 1954, the Town of Washington sought to serve its residents with public water and wastewater services through the Washington Heights Sanitary District, located within the area proposed for incorporation. The sanitary district served approximately 1,000 customers by the early 1980s, but the sanitary district faced financial and operational challenges. ([Exhibit A](#)). Through a series of difficult decisions by all involved, an agreement was reached in 1983 in which the Sanitary District would sell its systems to the City of Eau Claire in exchange for the City assuming the Sanitary District's debts and continuing to provide services. ([Exhibit B](#)). Sanitary District President Dale Southard stated at the time that “[i]t's what is best for the [sanitary district] patrons.” ([Exhibit A](#)).

Residents within the Sanitary District were not obligated to annex to the City to continue receiving public water and wastewater services, but Town of Washington leaders recognized at the time that the decision to sell the sanitary district systems to the City of Eau Claire would likely lead to residents choosing to annex to the City over time. ([Exhibit A](#)) Although many Sanitary District residents have remained under town jurisdiction, many other residents and landowners from the Sanitary District and beyond have ultimately elected to annex to the City of Eau Claire in the decades since the sale to obtain full municipal services or otherwise best meet and exercise their property and political rights, as they alone determined.

In furtherance of responsible urban development, the Chippewa-Eau Claire metropolitan area has an existing Sewer Service Area (“SSA”) in place. ([Exhibit C](#)) The SSA is a cooperative areawide water quality management plan driven by the Clean Water Act that reasonably anticipates a community’s future needs for publicly served wastewater treatment. Although such plans are meant to be updated every 5 years, the last comprehensive update to the Chippewa-Eau Claire SSA was completed in 2007 and includes a substantial portion of the area proposed for incorporation within its plan area.

Recognizing the need for careful planning and development within the SSA, the City of Eau Claire and several surrounding town communities, including the Town of Washington, entered into an Intergovernmental Agreement in 2011 to clarify certain extraterritorial jurisdiction policies. ([Exhibit D](#)). The parties agreed that lands within the SSA area were anticipated to annex and attach to the City’s public utility systems at some point in the future. The City and Town also agreed that land outside the SSA would remain more rural or semi-rural without substantial development. Both added these provisions to their zoning and land use codes and agreed to ask Eau Claire County to do the same. The agreement had an initial term of 10 years and was renewed for a second 10-year term. Under the agreement, the City and Town of Washington have worked together to responsibly plan for development in furtherance of efficient land use and cost-effective delivery of urban services.

In the early 2020s, a developer approached the Town of Washington with plans for a single-family home development known as the Orchard Hills development. Although the Town of Washington recommended approval of rezoning from Exclusive Agriculture to Rural Homes, Eau Claire County denied the request for rezoning, and the developer withdrew the application after a second attempt. ([Exhibit E](#)). Thereafter, the developer and other private landowners sought to annex to the



City of Eau Claire. Though all residents and all private landowners petitioned for annexation, the Town of Washington filed a lawsuit to challenge the annexation. That lawsuit was settled and dismissed with prejudice. The parties reaffirmed their Intergovernmental Agreement through a minor amendment on land use to the west of the annexation and the Town agreed not to oppose the extension of sewer and water or related street projects and to jointly present the resolution consistent with the settlement terms. ([Exhibit F](#)).

Mere months after the Orchard Hills settlement, the Town of Washington authorized the incorporation process. A first attempted incorporation was dismissed by Court order. Prior to dismissal the Petitioners filed an extensive report that included the City and Town Intergovernmental Agreement. This second attempted incorporation effort (the currently pending petition) was filed shortly after the first. The Intergovernmental Agreement was not attached nor was the Settlement Agreement. In their place were inaccurate statements to the effect that the City “forces” annexations upon private landowners and directs development patterns unilaterally. The Town’s stated reason as to why this incorporation petition was filed is to control town borders and that incorporation is the only means to do so. This objective is illegitimate and filed for false purposes. The only lawful means for incorporation is through meeting the statutory standards with proper focus on density, development potential, providing municipal level service to residents, landowners, and an overall positive impact on any town remnant and the community. If met, incorporation affects private landowners’ rights to petition to annex to neighboring jurisdictions and removes their ability to self-determine their governmental jurisdiction. As stated at the hearing, all annexations listed in the Petition have been 100% resident and private landowner requested. It is also inaccurate to state incorporation is the only means to plan or control municipal borders. Boundary agreements are an available option used by many Wisconsin communities. The City and Town of Washington, including the Petitioners, know this and are signatories to the Intergovernmental Agreement in which the parties agreed to pursue a boundary agreement in good faith consistent with agreed policies and land use plans. These facts are omitted from the Petition to the detriment of residents, landowners, and the community and demonstrate a failure of the Petition to further solutions of local government for our residents.

STANDARDS FOR INCORPORATION

Below are key arguments why the Petition does not meet each of the six statutory factors. The arguments below are additionally supported by various exhibits attached hereto and incorporated by reference prepared by various City Departments. They include: [Exhibit G](#) (Planning Position), [Exhibit H](#) (Economic Development Position), [Exhibit I](#) (Finance Position), [Exhibit J](#) (Engineering Position), [Exhibit K](#) (Community Services Statistics), [Exhibit L](#) (Police Department Overview), and [Exhibit M](#) (Fire Position).

1. Characteristics of the Territory – Not Met.

The territory proposed for incorporation is not compact and homogeneous as required by the legislature under Wis. Stat. § 66.0207 (1) (a).

Past determinations of the Board have denied petitions for incorporation that were primarily rural in character with vast amounts of undeveloped farmland and existing residential development that is primarily unconnected large lot subdivisions. The Board has also denied petitions for lack of



homogeneity where economic and social patterns indicate that residents rely on their neighboring metropolitan communities for shopping, employment, social, and recreational opportunities rather than within the proposed village. This Petition resembles these previous reasons for denial and has additional problems warranting denial of the Petition by the Board.

The total area of the territory proposed for incorporation is approximately 20 square miles and features several disconnected regions of distinct character representative of both a lack of compactness and homogeneity.

The proposed area includes (1) a dense, urbanized town islands area which is heavily integrated with the surrounding city territory and frequently confused as already being part of the City of Eau Claire, (2) a suburban residential area separated from the rest of the area for incorporation by U.S. Interstate Highway 94 and partially served by City utilities as being part of the former sanitary district, and (3) a vast area south of U.S. 94 that is primarily rural in character with a low population density containing scattered and disconnected rural large-lot subdivisions, businesses of rural character along the State Highway 93 commercial corridor which acts as an entryway for the Chippewa-Eau Claire metropolitan area, and vast amounts of undeveloped farmland, including “Century Farms”.

The densest square mile of the territory is located entirely north of U.S. 94, while the vast majority of territory included in the petition is south of U.S. 94. Petitioners admit in their submittal that the “densest square mile of the incorporation territory in a literal sense is not contiguous to itself.” Instead, the densest area included in the Petition is one of several town islands already heavily integrated with the City of Eau Claire, including the former Town Hall and the one park with ballfields, which are located behind Menards, Target, and a busy city commercial district, a city public school, and surrounding city residential neighborhoods. Very few speakers from this portion of the territory spoke at the hearing, and it is an area not included in the Petition’s present inaccurate self-described view of itself and planned future of a proposed village as large lot isolated residential areas for above average wage earners.

In contrast, the portion of the territory south of U.S. 94 is sparsely populated, spread widely east to west, primarily rural in character, including thousands upon thousands of acres of undeveloped vacant land. The occasional isolated and scattered large-lot residential subdivisions in this area are not connected by town roads or a town trail system.

Petitioners allegedly intend to develop a community center in this rural southern area, but the stated area for a community center is a state highway commercial corridor which acts as an entryway for the Eau Claire metropolitan area. The alleged future community center has no public facilities in the area, no parks, and no government center, nor would Petitioners locate a government center in this supposed community center. Petitioners would instead convert the current town hall located at the northeastern corner of the territory to the proposed village hall, which is conveniently located near an adjoining cemetery but no public park or other amenity. There is little to no private development in the town near the proposed village hall. Rather, the residential and commercial development nearly surrounding the proposed village hall is all within the City, well within the WCWRPC reviewed and DNR approved SSA, and is consistent with City and shared planning documents and agreements with the Town of Washington.



The same is true in Oakwood Hills, the Golf Road to State Street area, and development south of U.S. 94 and over on Lorch Ave which have all been long planned for transitional urban growth and anticipated to annex to the City of Eau Claire when landowners and residents make that decision. These and other portions of the City separate very distinct and isolated positions of the Petitioned territory that include a mix of non-contiguous town islands, semi-rural residential, and rural agricultural use that demonstrates a lack of compactness and homogeneity.

There are additional indications that the area proposed for incorporation is not homogenous with itself, but rather with the City of Eau Claire and the greater metropolitan area. Petitioners need the town island territory to meet statutory density requirements which contain almost half the Petition population and well more than half of the included businesses. And yet, the town islands are more than a mile away from any other portion of the town, blend into the surrounding urbanized development of the City of Eau Claire and are frequently confused as already being part of the City of Eau Claire by business owners and area residents alike. More telling, the Petition in analyzing its homogeneity and planning for the future forgets the more urban and diverse town islands. The Petition states its territory is “relatively homogenous from a lifestyle perspective. These “lifestyles” are termed “Spacious Suburbs” and “High-Earning Families.” The distinguishing characteristics of Spacious Suburbs according to the Petition is that they are “consisting primary of white families with income above national average.” – see pages 25 and 26 of the Petition for these quotes and more information on the type of lifestyle homogeneity the Petition describes and plans for its future. This doesn’t describe the Town’s high density urban islands and is a limited vision for the area as imagined by a distinct subset of the landowners in the area proposed for incorporation. This Petition is not a comprehensive vision that incorporates all the residents, nor does it consider or reflect the needs and values of our community.

Neither is there an “overwhelming support” for the Petition as claimed by Petitioners. Though the area for incorporation includes approximately 5,500 residents, Petitioners proceeded with incorporation after just 92 “yes” responses, Petitioners received fewer than 300 signatures for the Petition with 75% of those coming from the rural southern portion of the territory, and a similarly disproportionate number of speakers at the public hearing coming from the rural southern areas.

The City of Eau Claire for years has served as the employment, healthcare, retail, and educational hub for the Chippewa Valley, including the Town of Washington and various other surrounding communities and counties. Growth in the job and housing sectors allows the City of Eau Claire to expand municipal services that are relied on in the Chippewa Valley. This urban scale growth has been anticipated and planned for decades through City utility extensions, the regional metropolitan Sewer Service Area, and through Intergovernmental Agreements with local governments, including the Town of Washington.

In contrast, the Petition does not plan or sufficiently budget for municipal services and specifically indicates that there is no intent to do so after incorporation. Municipal services are often one of the hallmarks of community pride and an indicator of homogeneity. For example, community parades often include their police force, fire fighters, other municipal services, school athletic teams and marching bands, and other community highlights, but a community parade in the proposed village would look more like a highlight of metropolitan services. There would be no village police department, but the Eau Claire County Sheriff’s Department; there would be no village Fire trucks or EMS ambulances, but the regional Township Fire and Eau Claire Fire Department ; there would



be no village school athletic teams or marching bands, but only those from the Eau Claire Area School District. These are all excellent local public service providers; none would be village service providers. The reliance on services from surrounding communities highlights a lack of homogeneity.

The City of Eau Claire is growing as an inclusive, welcoming community that provides opportunities for home ownership, business creation, and employment for all residents. In contrast, the Petition self identifies the area for incorporation as a wealthy area of predominately white semi-rural residents and envisions its growth continuing in this narrow market. This is not even representative of the diversity of residents and housing types within the Town. It discounts the large population and businesses existing in the isolated town islands north of I-94. It is also not in the best interests of our community and impedes the local solutions necessary to meet resident and market needs for broad-based housing, business development and job creation.

Accordingly, the City submits to this Board that the Petition fails to meet Standard (1)(a) and should be denied, and further that it is in the best interests of area residents and future residents that this Petition be denied.

2. Territory Beyond the Core – Not Met.

The vacant and developable territory beyond the most densely populated square mile does not have the potential for substantial urban development within the next 3 years.

Petitioners acknowledge in their submittal that the area for incorporation has seen an average of only 27 building permits per year over the past 5 years, consuming approximately 40 acres of land each year. This is one of the slowest growth rates in the Chippewa Valley region according to Department of Administration mid-decade statistics recently released. There is ample land area for growth to occur within the Town, yet landowners and market forces have elected and directed growth elsewhere. For those seeking rural or semi-rural residential homes it is occurring predominately elsewhere. Contrary to the unsupported assertions in the Petition this is not limited by Eau Claire or any forces other than landowner and development preference based on a number of factors including relative availability of municipal level services and amenities. There is no predicted increase in development and with no planned increase in the level of municipal services available to serve the area, it is unlikely that this number will change substantially in the next three years.

Assuming that the calculations in Petitioner's submittals are correct, the territory includes 4,487 acres of vacant and potentially developable land. At current pace, it would take more than 100 years to develop this area. Petitioners attempt to exclude 2,382 acres from this area because it is currently zoned Exclusive Agriculture or Agricultural Preservation. That is not a reason to exclude it from the statutory requirement, but it is illustrative of the substantial amount of rural land included in this Petition. However, the lower acreage figure would still take more than 50 years to develop the resulting 2,105 acres of farmland even at a low-density development pattern. But again, the Petition missed the point of both the law and the preferences of its own residents and landowners. The land is designated Exclusive Agriculture and Agricultural Preservation for good reason. It is best suited and designated for agriculture, it is not developable land. Yet it was included in the Petition as lands that under state law must have substantial development potential within the



next three years. These are not lands that should be in an incorporation petition. Not lands suitable for low density, high expense residential homes, they should remain productive agricultural fields and orchards – in the current Town of Washington.

These agricultural lands and most of the territory of the Town of Washington is outside the Sewer Service Area and through the Intergovernmental Agreement outside the anticipated urbanization and annexation horizon. The current Intergovernmental Agreement that was only recently amended to mutually resolve the Stuart-Hauge annexation petition is informative and useful on the issue of agricultural preservation, an issue on which the Town and City have discussed and reached a current contractual agreement. The parties agree that agricultural land preservation is critical in our growing community. The Agreement calls for land use planning by the Town to limit such growth and for the parties to work toward boundary agreements that would add to beneficial planning and predictability for residents, landowners, and public infrastructure and service delivery investments.

The Petition would not preserve agriculture but instead proposes a type of semi-rural large lot residential development pattern. The development proposed and desired by Petitioners is not urban in nature. It doesn't meet the statutory definition for incorporation and for the territory beyond the core factor as neither substantial urban development nor occurring at a pace to substantially develop within any reasonable timeframe and certainly not within the next three years. The Town of Washington barely grew in the last 5 years according to the DOA. Other cities and towns in the same vicinity saw substantial growth, including the cities of Eau Claire and Altoona and the Town of Pleasant Valley. This is not the result of any external impediment on growth imposed by the City or others; it is a result of market and residential preferences. The Town of Washington saw considerable semi-rural residential growth on the edges of Eau Claire in the 1980's – 2000 and slightly beyond. The land along connector corridors into the City have been developed, but the remaining lands have seen few recent new house starts with less than 1% of housing stock in the Town built in the last 5 years. The need for housing and development in the region is diverse and there is not sufficient demand in the high-end housing market to support substantial growth over several thousands of acres of land petitioned for incorporation. The demonstrated history and current development interests align with joint City – Town and regional planning, which is to anticipate continued development demand for a diverse mix of residential and commercial development close to City growth areas within the SSA and for limited semi-rural and agricultural uses to continue beyond. The narrow market for expensive large lot homes has in recent years selected other locations outside the Petitioned territory. The numbers of just 27 new homes per year and limited examples of recent projects more than establishes a lack of substantial development potential. The development that has occurred by both the Town and City that has and is anticipated to continue is the type of medium density, commercial and light industrial job creating growth that is great for our community and state and requires public utilities and full municipal services. These are services that the City of Eau Claire has long invested in and is prepared to provide at a high level. The range of services the Town has decided for itself to offer residents and potential developers doesn't allow for this type of growth. The Petition does not plan for anything different and therefore can't support substantial new growth.

Perhaps the most expressive verification of the undeniable fact that developable land will not experience substantial urban development within the next 3 years was heard from the Town residents in their statements to the Board at the public hearing. Without exception, each resident



touted the love for the rural and semi-rural environment and the lifestyle that the large lot-low density development provides. The people enjoy the rural nature of the current town – the ability to enjoy campfires, the ability to see the stars on a clear evening. And farther south in the prime agricultural areas, the farmers zealously (not intended as disparagement but only in appreciation for their work and in agreement) expressed their strong desires to continue the rural farming life – especially those from families that have managed Century Farms over the past 100+ years. All these sentiments are laudable for folks that like a rural life. Regional and joint plans largely agree and can and should be updated to formalize such protections. The Petition and its claims of substantial development in these areas are what would cause a change. However, the facts and stated preferences of agricultural landowners substantiate the argument that the vast territory included in the Petition is not suited for substantial near term urban development and the Territory Beyond the Core element is not met.

The Petition does not meet Standard (1)(b) and therefore must be dismissed by the Board.

3. Tax Revenue – Not Met.

This standard is closely intertwined with the discussions on level of services and impact on the remainder of the town below, so it is important to provide some initial context. Petitioners seek village status for a portion of the Town of Washington, but Petitioner's submittal reflects a status quo continuation of limited services almost entirely provided by contract with other public and private entities. Petitioners do not propose for the village to provide public water or wastewater services, and Petitioners would continue to rely on other public and private entities for fire, police, EMS, community development and inspections, etc. Petitioners submit no short- or long-term financial plans reflecting a desire to become a self-sustaining municipal entity that provides the community-based level of services expected of a metropolitan village. Petitioners additionally propose stripping the town remnant of the limited staff, equipment, and buildings available to it, while making it dependent on contracts with the village or other entities for its governmental services.

The Petition plans for a substantial tax increase and still would fail to provide sufficient municipal level of services for its residents. The Petition would increase taxes by over 60% yet still not provide for public safety through provision of local police, EMS, or sufficient fire, streets, parks, trails and other village municipal levels of services. It leaves these necessary services unaddressed or expects to receive them from other local governments including the City and County that have their own taxpayers supporting those services and who cannot put residents and the community at risk by expending services in mutual aid when there is no mutuality. Even current contracted services are an unknown as all contracts would be subject to review and renegotiation with higher costs to a municipal village a certainty if the services are extended. The 60% tax increase plans for none of these necessary additional services and contractual costs or contingencies if they are not extended. The budget in the Petition would unduly burden its residents with higher taxes at same level of town services, and it substantially underrepresents the scope of new costs and taxes to provide services needed for a municipal village. Only through a large increase in total property valuation could the necessary public capital and service budgets increase without major negative tax implications for residents. The Petition only anticipates 27 new home starts and no new substantial industrial or commercial projects. The best means of providing needed services to residents at a reasonable local property tax cost is to maintain the decades long joint plan between



the City and Town in which the City has prudently invested in utilities and other public facilities and services to support urban growth consistent with joint planning. These City services are then available when private landowners are ready to develop their land or when personal and public safety are at their greatest and most immediate need. The Petition substantially increases taxes for residents without offering full municipal services or the ability to support new growth.

For all intents and purposes, the budget and financial information presented by Petitioners is a town government budget offering a town level of services. Although the Petition purports to continue the status quo, it indicates substantial financial impacts on its residents. For example, the 2025 budget for the Town of Washington was \$1,361,219, but Petitioners propose a 2026 village budget of \$1,700,000 and a town remnant budget of \$500,000 resulting in a total increase of \$838,781 (61.62%) in the area budget impacting residents in both the area proposed for incorporation and the town remnant. The tax levy for residents in the area proposed for incorporation would nearly double from \$1.10/\$1,000 to \$2.00/\$1,000, and the tax levy for residents in the town remnant would increase from \$1.10/\$1,000 to \$1.25/\$1,000. There is no indication that net new construction would allow for future increase at this rate, no indication of a large capital project, no indication of a newly issued debt service payment, and no indication of a substantial increase in the level of services being offered to area residents. Residents in the area proposed for incorporation would receive the same town level of services as before, but their tax rate would jump from one of the lowest tax rates for town services to one of the highest in the area for the same town level of services. And residents in the town remnant would be required to pay a higher tax rate than before, yet would be stripped of its staff, equipment, and buildings. As proposed, residents would face increased tax burdens while dealing with a lack of adequate police services, lack of adequate fire protection, lack of adequate capital improvement plan, lack of amenities for residents including parks and trails, and no public water or wastewater utility services.

If Petitioners were to seek to provide a level of services comparable to other area cities and villages, the Petition would cause additional undue tax burdens on its residents because the proposed village would have to build virtually all village functions from scratch to meet its own needs. For example, it is reasonable to anticipate that the proposed village would need to develop its own police department. This would require, among other things, that the proposed village build a police department building, purchase equipment and squad cars, and hire enough patrol officers and other staff to operate an effective law enforcement agency. The Village of Lake Hallie has a police budget of more than \$1,600,000 to serve its 7,000+ residents with approximately 21 total staff members including 12 patrol officers. The City of Altoona has a police budget of more than \$2,600,000 to serve its population of 9,000+ residents, with staffing that includes approximately 17 patrol officers. It is reasonable to anticipate that the proposed village would need approximately 9-10 patrol officers to serve its population of 5,000+ with a budget approaching \$1,200,000, not including capital costs required to set up a police department. As another example, it is reasonable to anticipate that the proposed village should increase its fire protection service capabilities. At present, there is one fire station at the very north-eastern point of the area proposed for incorporation. It is reasonable to anticipate building at least one more centrally located fire station, purchasing equipment and fire engines, and increasing staffing levels to ensure adequate fire protection services. A right-sized fire budget could approach \$1,100,000, not including the capital costs required to set up an additional fire station. Other issues that could be addressed with an



adequate five-year capital improvement plan could include development of parks and trails, street and bridge projects, and stormwater upgrades.

Without even considering the costs involved in beginning to provide public water and wastewater services for the residents of the proposed village, it is reasonable to anticipate that a right-sized budget for the proposed village would require a \$4,200,000 tax levy collected at a 354% increase compared to the entire Town of Washington 2025 budget, with overall increases from 2025 to 2031 upwards of 596%. This would require a tax rate increase from \$1.10/\$1,000 to eventually more than \$7.00/\$1,000. In other words, residents would face a nearly seven-times tax rate increase without factoring in costs of providing public water or wastewater services. Community septic systems are not village provided, long-term, or inexpensive options either. Such facilities are private, have a fraction of the anticipated functional life, and cost much more to operate per household than municipal systems. Trilogy residents pay several times more per month just for septic services than an average City resident does for sanitary sewer, and when it fails the Petition has no solution, offers no municipal means to offer service, protect groundwater, or private wells.

If the proposed village were to continue to provide limited, town-like services, residents would face a doubling of taxes and be taxed unfavorably compared to other area towns. If the proposed village were to seek to provide services comparable to other area cities and villages, the tax rate would increase nearly seven-fold without fully realizing a comparable level of services. In either case, the Petition does not meet Standard (2)(a) because it will result in an undue burden on its residents and therefore must be dismissed by the Board.

4. Level of Services – Not Met.

Petitioners propose to continue a limited level of services (e.g., no public water or wastewater) which are almost entirely dependent on contracts with other entities, while the City of Eau Claire already provides the level of services desired and needed by residents and businesses.

Petitioners suggest that residents of the area to be incorporated are content with the level of governmental services already provided, but the history of the area and present-day development patterns tells a different story. For example, residents and landowners of the area proposed for incorporation have demonstrated a need for public water and wastewater services for decades. The Town of Washington itself attempted to meet this need beginning in 1954 through the Washington Heights Sanitary District but sold the system and its operations to the City of Eau Claire in 1983 after facing operational and financial challenges. Since 1983, the City of Eau Claire has continued to provide public water and wastewater services to residents and landowners in part of the area proposed for incorporation. Even so, residents and landowners in the former Sanitary District area have elected consistently through the past several decades to petition to annex to the City of Eau Claire when the desire or need for an elevated level of municipal services they considered right for them. Landowners beyond the Sanitary District area have also sought an elevated level of municipal services and have elected to petition to annex to either the City of Eau Claire or the City of Altoona for those municipal services.

Despite a demonstrated historical and present-day need for a higher level of municipal services, Petitioners do not propose to provide governmental services generally expected of metropolitan villages. The proposed village would not provide public water or wastewater options for its



residents. Petitioners would instead require private community septic systems that are more costly to install, more costly to maintain, will require expensive periodic replacements, and do less to protect the environment than public wastewater treatment systems. This shifts unnecessary risks of contamination and higher costs onto area residents which could regularly cause undue hardship on area residents or environmental harms. Additionally, the proposed village would be almost entirely reliant on contracts with other entities for a limited degree of other services, including fire, police, EMS, and community development and inspections services. Nor do Petitioners propose a plan to provide an increased level of services in preparation for or in response to any degree of growth within the area proposed for incorporation. Instead, the proposed village would be entirely reliant on the available staffing and resources of other entities to accommodate any expanded service requirements.

The City of Eau Claire, however, is ready, willing, and able to provide a full urban level of services to residents and landowners in the area proposed for incorporation if and when the time is right for them to seek such services. For example, the City can provide public water and wastewater services; provides City police, City fire, and City EMS services; has professional staff with engineering, utilities, and streets expertise; has professional staff dedicated to community and economic development; has professional staff dedicated to parks, forestry, cemeteries, and recreation and managing and maintaining a variety of public spaces, trails, and facilities within the City; has staff operating a public transit system; and has professional staff dedicated to housing and public health.

Further, the City and Town of Washington have engaged in decades of careful planning and decision making, including entering into multiple longstanding agreements, to prepare for urban growth and development reasonably anticipated in the area proposed for incorporation. In reliance on years of careful, responsible planning, the City has invested in its ability to serve the relative narrow urbanizing area proposed for incorporation and has successfully worked with area landowners and residents to connect them with City services.

Petitioners would lock a nearly 20-square-mile area into a limited level of town-like services despite a historic and present-day need for urban services near the City, while also exposing agricultural areas and landowners to development who clearly do not want it. Ultimately, the City of Eau Claire is better positioned to provide urban services to landowners and residents in the area proposed for incorporation. The Petition does not meet Standard (2)(b) and therefore must be dismissed by the Board.

5. Impact on the Remainder of the Town – Not Met.

As addressed above, the Petition would have a detrimental effect on the town remnant and hinder its survival as a distinct municipal entity because it would be stripped of its staff, equipment, and buildings, left with an insufficient budget, and be made dependent on contracts with the proposed village or other entities for governmental services.

Petitioners state that the proposed village intends to take “the entire Town staff” which includes the longstanding town administrator, a full-time clerk/treasurer, a part-time deputy clerk/treasurer, a road crew with 3 full-time staff and 2 seasonal members, and a maintenance employee. Those staff members will attach to and be ultimately accountable to the proposed village. In order for the



town remnant to function on its own with staff accountable to itself, it would then need to start from scratch to search and hire for those roles. Petitioners, however, do not envision the town remnant functioning as its own independent entity. After stripping the town of its staff, Petitioners would require the town to “contract for all municipal services” through the proposed village and require the town to reimburse the proposed village for a portion of the proposed village’s staff costs. Petitioners envision the only staff employed by and accountable to the town remnant would be a part-time clerk/treasurer and a grounds & maintenance employee. Rather than seek to hire its own staff, the proposed village would leave the town remnant with none.

Petitioners also intend to take virtually all of the town’s equipment assets. The town remnant would be left with some election equipment, a 13-year-old boom mower, a 24-year-old small wheel loader, a 7-year-old dump truck, and a 20-year-old kick broom sweeper. Petitioners make no plan to purchase any equipment from the town remnant or otherwise seek to make the town remnant whole after taking this equipment. Instead, Petitioners would turn around to use this equipment to sell services back to the town it took the equipment from. The town remnant would be made worse than before and incapable of operating as a town without substantial immediate expenditure of its own.

Petitioners would also intend to take the municipal buildings from the town remnant, including an administrative building with a fire station which houses a private fire company, an equipment storage building, and a materials storage building. The town would have no buildings of its own within its territory. Again, there is no plan to purchase these buildings from the town remnant or otherwise make the town remnant whole. And rather than plan for a municipal center to be located in Petitioner’s own self-defined village core, Petitioners would continue to operate from a town hall far separated from the rest of the proposed village territory and nearly surrounded by lands already within city boundaries. Nor is there a plan or pathway for the town remnant to build its own town hall.

Even after losing virtually all of its resources, including staff, equipment, and buildings, the town residents would still be taxed at a higher rate than before the Petition. The levy for residents in the town remnant would increase from \$1.10/\$1,000 to \$1.25/\$1,000. Even though the tax rate would increase, Petitioners envision the overall budget for the town remnant being reduced by 73.1%. There is no plan or path forward for the town remnant to operate itself.

While leaving the town remnant with nothing of its own, Petitioners propose to play the knight in shining armor by offering to sell back the limited capabilities it took from the town remnant in the first place. In other words, Petitioners acknowledge that the town remnant would go from providing at least some of its own services to itself to becoming completely dependent upon other public and private entities, including the proposed village, for any level of governmental services. The town remnant would be incapable of entering into mutual aid agreements because it cannot provide mutual aid itself. Further, the town would be entirely reliant on two-sided intergovernmental agreements for services that any local governmental should be capable of providing by itself. Intergovernmental agreements are not automatic, not perpetual in nature, and are themselves negotiated contracts not guaranteed to meet the town remnant’s best interests. With a limited budget and insufficient staff, it is difficult to imagine the town remnant having the capacity to effectively negotiate and administer such a wide variety of contracts. Although the proposed village might like to provide the full extent of municipal services to the town remnant, it



cannot because the proposed village itself would be required to contract with other public and private entities for most of its governmental services. The proposed village cannot simply extend contracted services to the town remnant, nor can the proposed village negotiate for such contracts on behalf of the town remnant.

The Petition would have a detrimental impact on the town remnant's ability to survive as an independent governmental entity. Even after stripping the town of its staff, equipment, and buildings, this Petition would require residents of the town remnant to face an increase in their tax rates. The Petition does not meet Standard (2)(c) and therefore must be dismissed by the Board.

6. Impact on the Metropolitan Community – Not Met.

The Petition would derail decades of careful planning, longstanding agreements, and otherwise substantially hinder the solution of governmental problems affecting the metropolitan community, including supply of affordable housing. In fact, the filing of this Petition represents an uncooperative spirit by undermining the Intergovernmental Agreement entered into by the City in good faith with the Town of Washington, which includes a requirement to make a good faith effort to enter into a cooperative boundary agreement among other joint land use decisions.

The Chippewa-Eau Claire metropolitan area is in the fortunate position to be experiencing a great degree of population growth. From the 2020 census to DOA's 2025 estimate, the City of Eau Claire grew 6.65% from 69,421 to 74,039, making it the seventh largest city in the State of Wisconsin. For cities with a population over 50,000, only the City of Madison is growing at a faster rate, while other similar cities are experiencing more modest growth at approximately 1% or even slightly declining in population. If growth trends continue, the City of Eau Claire could soon become the sixth or fifth largest city in the State. This kind of growth does not happen overnight and cannot be accommodated without substantial long-term planning and investments in public infrastructure to provide necessary public amenities to serve current and future residents of the region with a need for broad housing options and municipal services.

Petitioners would not seek to accommodate the growth or development the region is experiencing but would instead intend to substantially prevent and hinder the solution of governmental problems to accommodate this growth. Petitioners state in their submittal that the proposed village "will likely not be interested in managing itself for aggressive growth and expansion," which is made especially clear because the proposed village would not seek to provide needed public services. Petitioners also allege that the "people who reside in the incorporation territory choose to live or build there because they do not want to live in a high-density urban landscape" and that they "prefer the less dense clustered approach," but completely ignores that nearly half the population in the area for incorporation already lives within a high-density urban landscape or in small lot suburban areas immediately adjacent to metropolitan landscapes and amenities and drive, bike or walk into them daily for work, school, social, religious, and recreational needs. Petitioners would desire to control development and building for high income large lot subdivisions to protect its character as a spacious suburbs consumer lifestyle consisting primarily of white families with income above the national average (see pages 25-26 of Petitioners' submittal). Petitioners proposed large-lot development patterns not served by public utilities do not help to address the need for affordable housing in one of the State's fastest growing communities. Private landowners and developers have instead consistently looked to work with other communities, including the City



of Eau Claire, to meet market needs for diverse and affordable housing options adequately served by public amenities and utilities.

Rather than participate in the metropolitan response to growth, Petitioners would lock down a nearly 20 square mile area into a rural town character with no intent to provide municipal services. Not only does this impact the metropolitan response to growth, but it would deprive current town residents and landowners near the City where services are available or planned the opportunity to develop their lands for the highest and best uses by having access to public utility and other urban services, readily available from the City. And, then cause large lot residential developments to change the preferred agricultural nature of land further to the south and west or in the town remnant to the east. Petitioners state that a primary reason for seeking incorporation is due to their neighbors' decisions to petition to annex to neighboring cities consistently over several decades. Even throughout this incorporation process, private landowners have inquired with the City about petitioning to annex to the City, demonstrating a private investment backed expectation for the option to petition to annex to the City to access full municipal services that the Town of Washington and proposed village are unable and unwilling to provide to serve area needs and desires.

With regard to the remnant town area, the Petition itself creates problems complicating the solution of governmental problems affecting the town remnant, as discussed above. As proposed, the Petition creates a town area that would be even more reliant on others to provide any degree of governmental services within its territory. The town remnant would not even have the ability to provide snow plowing services without some form of contract for services with another entity.

Petitioners advance this incorporation effort despite the availability of other solutions of government to address their primary concerns. For example, rather than exercise the full extent of the extraterritorial jurisdiction available to the City as provided by the legislature, the City of Eau Claire and the Town of Washington, among others, are already a party to an Intergovernmental Agreement which strikes a compromise. This agreement strikes a balance between lands which are part of the Chippewa-Eau Claire area SSA and those that are outside that boundary, with the parties specifically acknowledging that "the City has a legitimate role in ensuring that areas within the SSA are carefully planned and developed" as it is "anticipated that at some point in the future, these lands will be annexed and attached to the City's public utility systems." Petitioners state a primary reason for seeking incorporation is the creation of permanent boundaries for planning infrastructure and development but ignore the availability of cooperative boundary agreements as a cooperative solution. In fact, the Intergovernmental Agreement between the City and Town of Washington requires the parties "to make good faith efforts to enter into a cooperative boundary agreement . . . or other intergovernmental agreements, that will address long-term municipal and SSA boundaries." Other better and available means to work cooperatively exist to meet resident, landowner, and community needs..

The Petition additionally causes waste to metropolitan planning and investments, including waste of taxpayer and rate payer funds and misapplication of private investment backed expectations. A substantial portion of the area proposed for incorporation exists within the Chippewa-Eau Claire metropolitan area SSA, last completed in 2007, reasonably anticipating a need for publicly sewered development. The City and Town of Washington have been aware of this need and the trend of development requiring utilities for at least the last 20 years. In reliance on that expectation, the City has made long-term planning decisions and investments in preparation for responsible urban



scale development needing public utilities in order to accommodate the growth and housing needs for area residents. Petitioners, however, would not provide utility services to this SSA area, which would necessitate a metropolitan area response in order to accommodate a rapid shift in development patterns to other areas of the metropolitan community. Indeed, the WCWRPC is currently undergoing an update to the SSA area, but the SSA area would need to look radically different depending on the outcome of this Petition.

Though Petitioners seek village status, they do not seek to provide village level services of their own. Petitioners intend that the proposed village would draw resources from other public and private entities to serve the governmental needs of residents within the 20 square mile area for incorporation. For example, Petitioners would seek to rely on Eau Claire County for a limited level of law enforcement services. Presuming Eau Claire County would agree to such an arrangement, this would require county resources to be dedicated to patrolling in an incorporated jurisdiction and to spend time on becoming familiar with village ordinances in order to be able to enforce such laws and regulations. Petitioners would also seek to rely on Eau Claire County for planning and development services, such as building permit and inspection services within the proposed village. Similarly, this would draw county resources from interpreting and applying county code to also having to interpret and apply a separate village code. Rather than develop their own local community resources and expertise, Petitioners would depend and demand on their neighbors to provide services for them.

And of major concern for the metropolitan area, this Petition has impacts on mutual aid and the ability to provide public safety services effectively and efficiently within the metropolitan area. Petitioners make no plans to provide for their own law enforcement services or to provide their own fire services. As highlighted in the City's presentation, the 8-minute response time of the only fire station within the territory for incorporation reaches only a very small portion of the territory. Without further investment in fire safety of their own, the proposed village would be increasingly reliant on their neighbors for assistance in times of emergency and crisis. Mutual aid is best realized in a cooperative spirit when both sides are able to provide care and service for one another, and it is not an automatic relationship, nor is it appropriate or safe for residents to rely on stretching existing city and county resources. This Petition would lock a nearly 20-square-mile area into reliance on others with either no or very limited ability to provide mutual assistance.

This Petition would have substantial impacts on the future rendering of governmental services both inside the territory proposed for incorporation and elsewhere within the metropolitan community, hindering the solution of governmental problems affecting the community. The Petition does not meet Standard (2)(d) and therefore must be dismissed by the Board.

CONCLUSION

The Board may grant an incorporation petition for referendum only if it determines that all six statutory standards for incorporation have been met. The Board should therefore dismiss this Petition because it does not meet a single one of the six statutory standards for incorporation.



EXHIBIT A

WEEKEND EDITION

LEADER-TELEGRAM

Saturday, November 20, 1982 Serving Eau Claire and West Central Wisconsin Vol. 13 No. 140 13 Sections 145 Pages 50 Cents

Colored Comics Included



Information overload

If you can figure out the final meaning of all those signs, on a street in Aberdeen, S.D., you certainly deserve a parking space. By the time you've done the reading, they may all be taken.

'Custer's Revenge' may be video game's last stand

By Michael C. Buckley
Associated Press

MADISON — A University of Wisconsin student government organization says it will ask the UW administration to consider banning what it alleges are sexist and racist video games from campus use.

Curt Pawlisch, a spokesman for the United Council of UW Student Government, said the lobbying group also would seek the administration's help in getting the Board of Regents to make sure that no more than a half dozen of such games are sold at UW campuses.

The group, which represents student governments at 11 of the UW's 15 four-year campuses, said a resolution it passed encouraging the administration to ban the game prompted the emergence of a new game called "Custer's Revenge."

The object of the game, Pawlisch said, is to guide a male figure through an obstacle course so that he can assault "a female Indian tied to a post."

The organization said the video game "has taken a decidedly racist and sexist direction" if it was using "symbolism that is a blatant attack on Native American women."

5:30 P.M. is weekday delivery deadline.
If late or missed call 834-3477.
Phones open 5P.M. to 6:30 P.M. daily.

Inside Look

Retirement blues

Grandma and Grandpa used to spend retirement with their children, but not so anymore. More elderly people are choosing to maintain independence with their own financial resources and health needs, adequate housing offers a problem. Eau Claire is developing alternatives for elderly people. See the story on Page 1 of Weekend/Features.

Straight from California
In collectible New York, can't you off the work of California artist William Wiley? He may be in your liking. Wiley is a leading "Funk" artist, and is better known at the University of Wisconsin-Eau Claire Faculty Gallery. Read about the artist and his works on Page 3 of Arts/Entertainment.

Sanitary District fights heavy debt

By Scott Lautenschlager
Leader-Telegram staff

Washington Heights Sanitary District officials are considering selling the sewer and water utility to the city of Eau Claire as one solution to district problems.

Such a move could have significant impact on the town of Washington, possibly by opening the door to annexation of large parts of the town by the city.

District problems include a weak financial condition, residents who are unhappy with services provided by the district, and potential conflicts with Eau Claire over which utility should provide services in certain areas.

All the problems are related because the detachment of properties and the loss of customers would

mean less tax and operating revenue for the district at a time when it is struggling to control a large financial debt.

The sanitary district, established by the Washington Town Board in 1854, provides water and sewer services to about 1,000 customers. More than 700 live in the town, the rest in the cities of Eau Claire and Altoona.

Because parts of the town of Washington have been annexed by Eau Claire and Altoona, the district includes parts of those cities. Detachment from the town does not include separation from the district because they are different entities.

George Kummerman, Eau Claire assistant city engineer, and the city and district are considering three basic options:

* The city could "buy out the dis-

trict," which means that the city water and sewer utility would provide services to properties in the district.

* Certain areas could be detached from the district, with the city providing service to them.

* Certain areas could be detached from the district, with the city purchasing water from the district to serve their areas, allowing the district to retain water revenues.

Dale Southard, president of the three-member Sanitary District Commission, said the alternatives mentioned by Kummerman are "probable." It was suggested that the district could "merge" with the city's utility, rather than have the city "purchase" the district.

It depends on how the agreements are written," Southard said, explaining the differences.

"Purchase means a dollar sign. A merger would just be putting them together."

He cautioned that the commissioners should not make any decision in the city before making any major decisions, and he estimated that district and city officials will start some talks in two or three weeks.

Southard has been highly impressed about the merger because he wants to avoid generating hostility among district residents while the commissioners work to solve financial problems.

"The sanitary district people (residents) have a poor understanding of what is going on," he said. "I think all we are going to do is arrive at a decision that they know the true facts. That is why I'm not saying anything to anybody."

Continued on next page

Poland rides road to controlled society

By John Kifner
N.Y. Times News Service

WARSAW, Poland — Poland's martial law authorities appear to be successfully pursuing a complex strategy that will allow them to hit major goals by the end of the year, thus mollifying international opinion — while at the same time stamping out the rewards of the Solidarnosc labor union and any other form of political dissent.

The strategy balances highly visible, geographically disparate centers of conciliation toward the Roman Catholic Church and a steadily use of the powers of state, including a new framework of laws and the overwhelming deployment of masses of security forces, to impose a political order that the people stay in line.

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The council agreed to delay action until its next meeting and asked the city staff to prepare more information for its consideration. It also asked for testimony from the current city haulers.

Also, a tentative agreement for the city's takeover of the Washington Heights Sanitary District has been approved by the Public Service Commission. The city and district signed the agreement March 10.

The council today approved signing the final agreement, and the sanitary district board is expected to act on it during a meeting Thursday evening.

The agreement calls for the city to provide water and sewer services to about 1,000 district customers. Under the agreement, the

city will assume the district's assets of about \$1.9 million and debts of \$717,000.

District patrons will receive the same services and rates as city customers. About 70 percent of the district's customers live in the town of Washington, 25 percent are in the city and 5 percent live in Altoona.

Kumferman said a part of the agreement states that the city not levy for special assessments pertaining to the utility. Projections are that the merger will provide the city with about \$90,000 in net income from the district in 1984. If the merger doesn't take place, the sanitary district projects a loss of about \$27,000 for the operation in 1984.

Eau Claire, Washington meet to iron out differences

By Dan Holtz
Leader-Telegram staff

Members of the Eau Claire City Council and the Washington Town Board met this morning to discuss differences between the governmental bodies concerning town roads and other matters.

Nothing was resolved, but members of both bodies consider it a victory that the issues that stand between Eau Claire and the town of Washington are at least being discussed.

The joint meeting was called at the request of Washington Town Chairman Dale Southard as a vehicle for both governmental units

to resolve their differences.

The meeting stems from the town's recent lawsuit against Eau Claire regarding storm and sanitary sewer work on Arnold Drive. The city wants to extend sewer lines on about 500 feet of Arnold Drive, which is an extension of Hamilton Avenue and is in the town of Washington.

City officials said the work is needed to prevent severe flooding in the Oakwood Mall area next spring. The city began the work without first receiving permission from town officials.

The town then filed a lawsuit

asking that the city be ordered to

remove any storm and sanitary

sewer mains on any town road where not previously permitted and restore and repair any town road where unauthorized excavation took place.

Today's meeting identified several issues Eau Claire and town of Washington officials must resolve to avoid future confrontations. Those issues include:

- Defining the service area of the Washington Heights Sanitary District, which merged with and formed to discuss the issues and bring their recommendations to both governmental bodies.

Several City Council members

declined to form a small committee to have the merger agreement reviewed.

- The use of town roads for sew-

ers and their subsequent maintenance.

The City Council and Town Board will meet jointly again on Feb. 12 to begin discussing the defined issues. The first issue they will address is the sanitary district agreement.

Southard wanted a committee of one Town Board member and two City Council members to be formed to discuss the issues and bring their recommendations to both governmental bodies.

Southard said the town's lawsuit with the city will remain pending "while the dialogue is open" with city officials.

City Council member Charles Kunz said the open line of communication between the city and

tee-of-the-whole basis.

The City Council and Town

Board "is a good step forward. It's something that should have been done years before."

There's animosity among people outside the city who think the city's trying to run things down their throats and that's not true," he said.

City Council President Shirley Clinton said some issues between the city and town will never be resolved but as long as both sides know and understand where each other stands on those issues, "that's good."

Area man dies in truck crash

MONDOVI — A 25-year-old ru-

According to the Sheriff's De-

EXHIBIT B

WASHINGTON HEIGHTS SANITARY DISTRICT

DISTRICT OFFICE

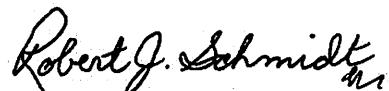
2621 East Lexington Boulevard
Eau Claire, Wisconsin 54701
Telephone (715) 834-3257

Ted Fischer, Attorney
City of Eau Claire
203 S. Farwell
Eau Claire, WI 54701

Dear Mr. Fischer:

Enclosed please find the signed agreement between the Washington Heights Sanitary District and the City of Eau Claire for your files.

Sincerely,



Robert J. Schmidt
District Manager

ch

AGREEMENT

This is an Agreement between the Washington Heights Sanitary District and The City of Eau Claire.

WHEREAS, Washington Heights Sanitary District (hereinafter called the "District"), is a sanitary district organized pursuant to §60.30 et. seq. Wisconsin Statutes in 1954 which presently serves customers with water and sewer service in portions of the Town of Washington, The City of Eau Claire, and The City of Altoona, all in Eau Claire County, State of Wisconsin; and the District is made up of the area shown on the map marked Exhibit "A", attached hereto and made a part hereof by reference, and is described on Exhibit "B", attached hereto and made a part hereof by reference; and

WHEREAS, it is in the best interests of the District and The City of Eau Claire (hereinafter called the "City") that the City purchase the water and sewer systems of the District; and

WHEREAS, the Board of Commissioners of the District is willing to sell its systems to the City in return for the City assuming and agreeing to pay the debt of the District; and

WHEREAS, it is the desire of both parties that customers of the District shall continue to receive service as provided herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, it is agreed between the District and the City as follows:

1. Within 30 days of the date the same is approved by the Public Service Commission of the State of Wisconsin, all ownership and control of the sewer collection and water production and distribution systems of the District, and all other assets of the District, including all right and title in and to all real and personal property of the District shall be transferred to The City. Said collection, production and distribution systems are described more fully in the hydrant and valve records and system maps prepared for the District by Donahue & Associates, which documents are on file in the Department of Public Works of the City as of the date of this Agreement, and are made a part hereof. The District shall turn over all records and other documents pertaining to its operations to the City.

2. On the date said assets, records and documents are transferred to the City, the City agrees to assume all responsibility for the payment of all debts and contractual obligations of the District, including long-term notes and bonds, all of which are described on the most current annual Audited Financial Statement of the District, a copy of which has been provided to the City and any statement of current liabilities prepared by the District at the time of

transfer. It is understood that said liabilities may include obligations to District employees for severance pay pursuant to the resolution of the District Board for that purpose, a copy of which has been furnished to the City.

3. The City, after the date of said transfer, shall operate the sewer and water system of the District and shall maintain adequate sewer and water service for customers on the system being acquired for the same rates, in the same fashion, and according to the same standards as are applied within the City. In addition, the City agrees to extend the water service to new customers who request such service and are within the boundaries of the Sanitary District as the same exist on the date of transfer of assets (which is the District's water service area boundary) according to the same terms and conditions as are applied to applications for extensions of water service within the boundaries of the City. Annexation of a property may not be made a condition of new or continued water service as called for in this section. No property in the District on the date of transfer may be required to use City water service unless sewer service is also available to that property.

4. The City agrees to extend sewer service to new customers applying for the same, provided that the City need not extend sewer service beyond the sewer service area boundary defined in the Wastewater Service Agreement executed by

the District, the City, and The City of Altoona on November 14, 1977, as amended. Annexation of a property may not be made a condition of new or continued sewer service as called for in this section.

5. In that the City has no power to levy special assessments or special taxes outside of its boundaries, it is understood that it will have to make arrangements with the Town of Washington to cooperate with the City and assist the City in the spreading of special assessments for sewer or water purposes and in the collection of delinquent sewer and water bills. Special assessments levied prior to the effective date of this Agreement shall continue to be collected by the City or the Town, as appropriate, and applied to the purpose for which the original assessment was made.

6. The City agrees that it will not create a special assessment or service district for the Sanitary District service area and will physically integrate the system with the systems now owned and operated by the City.

7. Both parties agree to furnish all information necessary to The Public Service Commission to facilitate approval by that body of the transfer contemplated herein.

8. Nothing in this Agreement, nor the implementation of it, shall prevent the District, the Town of Washington, or any other lawful body, from providing water or sewer ser-

vice outside the corresponding service area boundaries described in Paragraphs 3 and 4.

9. While not a binding provision of this Agreement, the City declares that if it annexes any land now lying in the District, it will seek to implement zoning which is compatible with the then existing land uses in the immediate area, and the City will consider implementing the most restrictive zoning where appropriate.

10. Since the water system of the District is used in part by the City, the Township Fire Department, and the City of Altoona for fire protection, the District agrees to assign to the City and the City agrees to accept assignment of any agreement in effect for the provision of fire protection water and the payment therefor, providing such agreements conform to the rules and regulations of the Wisconsin Public Service Commission. If for any reason whatsoever said agreements are not fully assumed or maintained by all parties, the City agrees to continue to make water available to the appropriate fire departments for fire protection within the Town of Washington and the City of Altoona, as the District has done in the past provided the municipality involved pays the applicable fire protection charge established by the public service commission and further provided that such charge per hydrant shall not exceed the fire protection charge as applied per hydrant

within the City of Eau Claire.

11. On the date the City assumes ownership and operational responsibility for the District systems, it will create and appoint a Citizens Advisory Committee. The committee shall exist for at least two years. The members of the committee shall be patrons of at least one of the systems transferred. One of the members shall be nominated by the Town Board of the Town of Washington and shall be a patron in the Town of Washington and two shall be patrons in the City of Eau Claire. The purposes of the committee shall be to facilitate the flow of information between the City and the patrons and to assist in the resolution of problems arising during or because of the transition. The committee shall be advisory only.

12. That each party agrees to cooperate with and assist the other in the implementation of this Agreement, which cooperation and assistance shall include but not be limited to the furnishing of records and information pertaining to system operations, the furnishing of records pertaining to policies adopted by the governing boards of each party and the Town of Washington, and the provision of manpower and assistance as may be necessary to provide sufficient information to the public so that the transfer contemplated herein can be effectively presented to the public for its information.

13. This Agreement is conditioned upon the net purchase price being approved by the Public Service Commission and is further conditioned upon the Public Service Commission granting approval to the City to spread the amount of all District debts, assets and liabilities assumed hereunder over the City water utility. In the event that either of said conditions is not met, the City may cancel this Agreement. In addition, this Agreement shall not be implemented until both parties hereto have approved any order issued by the Public Service Commission for the implementation of this Agreement.

14. It is agreed that action to enforce this agreement may be brought solely by any party to this agreement or any municipality within the District boundaries on behalf of its residents in the event the District is dissolved following the implementation of this agreement. No such action may be commenced until 20 days have elapsed after service on the other party of written notice of the basis of the claim for breach. This Agreement shall be binding upon the successors and assigns of the parties hereto, and was executed pursuant to resolution of the governing bodies of the parties on the dates shown below. In the event legal action is brought by either party or by a municipality within the district boundaries on behalf of its residents, to enforce or restrain breach of this agreement, it is

agreed that the prevailing party in such an action, regardless of the nature of relief sought, shall have and collect from the party or parties formed by the Court to have violated this agreement, judgment for all of its costs, disbursements, and reasonable attorney's fees, regardless of statutory limitations thereon. This shall not apply to actions brought to contest annexation unless the Court specifically finds said annexation proceeding to be in violation of this agreement. In order for a non-party to bring action under this paragraph, it must agree to be bound by all the provisions of this paragraph.

Dated this 10th day of March, 1983.

THE CITY OF EAU CLAIRE

(SEAL)

By: Stephen Jettium
City Manager

By: W. Young
City Clerk

Dated this 17th day of March, 1983.

WASHINGTON HEIGHTS SANITARY DISTRICT

(SEAL)

By: D. L. H. H.
President

By: Howard R. Lection
Secretary

#2959

Agreement between the City of Eau
Claire and Washington Hights. Sani-
tary District.
Presented & Filed: April 13, 1983

EXHIBIT C

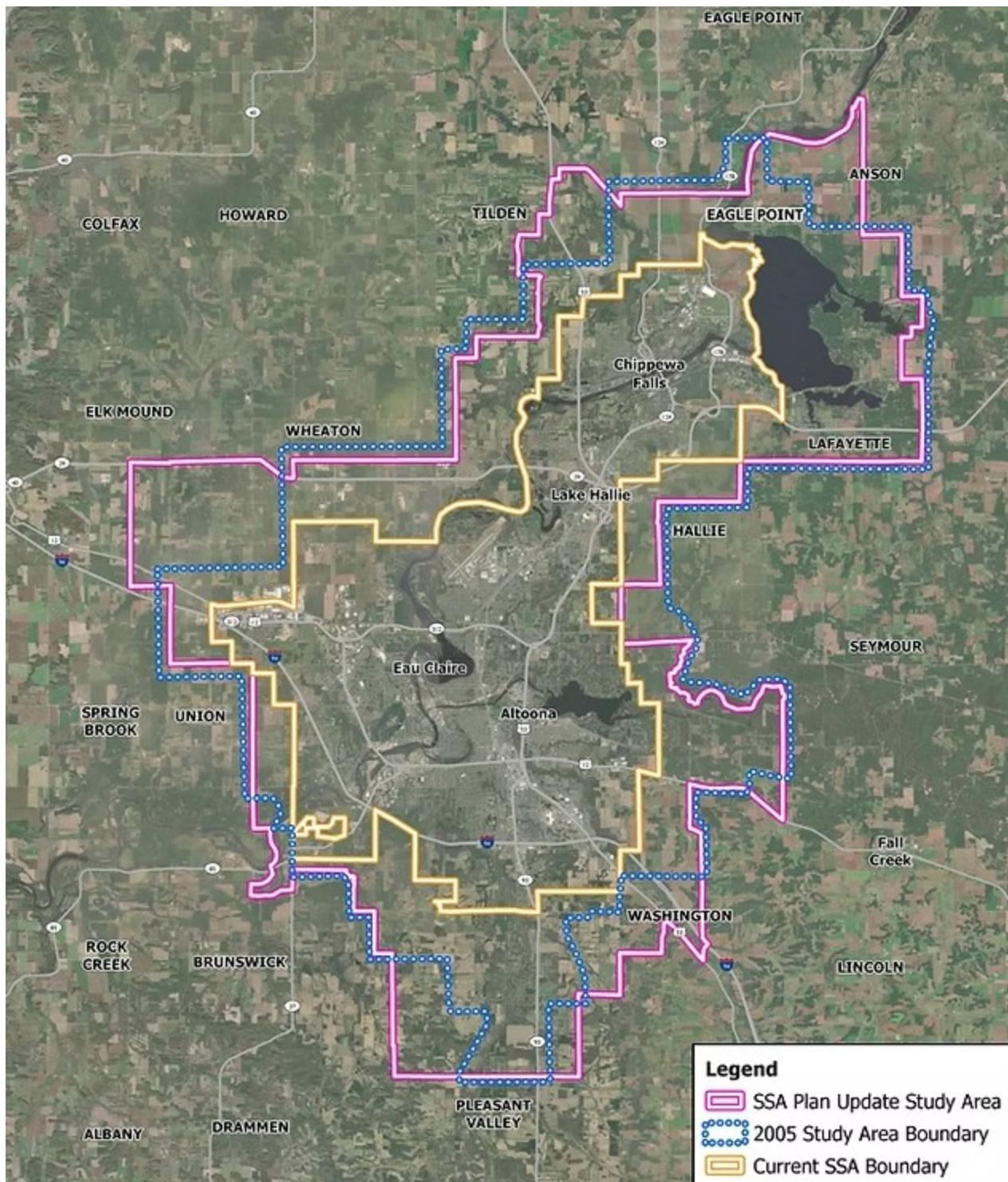


EXHIBIT D

INTERGOVERNMENTAL AGREEMENT

EXTRATERRITORIAL JURISDICTION POLICIES

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

6. **Term.** The initial term of this Agreement shall be for ten (10) years and shall automatically renew for a second ten (10) year term unless one of the Parties notifies the others at least 90 days prior to expiration that it does not desire to renew. The Parties shall meet within 30 days of any such notice and make a good faith effort to reach terms agreeable to the Parties to permit the extension of this Agreement. No breach or violation of any of the terms of this Agreement by any of the Parties shall operate to void or terminate or provide grounds for termination of this Agreement, it being the intent of the Parties that any such breach or violation shall only be redressed, enjoined or otherwise remedied by specific performance pursuant to Section 18. B. herein.

7. **Comprehensive Planning.**

- A. Pursuant to § 66.1001, Wis. Stats., the City adopted a comprehensive plan on September 27, 2005 to guide its decisions regarding long-term growth and physical development of the City through 2025.
- B. Pursuant to §§ 60.61 and 66.1001, Wis. Stats., each of the Towns has adopted a comprehensive plan to guide decisions regarding long-term growth and physical development of each Town through 2025.
- C. The Parties recognize and acknowledge the right of both the City and the Towns to prepare and adopt comprehensive plans and plan amendments that may include, among other matters, goals, objectives, and policies to guide land divisions within their respective portions of the ETJ. The Parties agree that as their plans relate to land divisions within the ETJ, such plans and plan amendments shall be consistent with this Agreement.

8. **Land Division Regulations.** The Parties stipulate and agree that within the ETJ, land divisions, by plat, condominium plat, certified survey map, or other means, must meet the land division regulations and requirements of the City and applicable County and Town regulations and requirements. Nothing in this Agreement restricts or abrogates the statutory powers of the Parties to review and approve land divisions within the ETJ.

9. **Classes of Land.** The Parties recognize and acknowledge that there are two general classes of land within the ETJ:

- A. Areas within both the ETJ and the Sewer Service Area (SSA) delineated by the regional MPO and adopted by WDNR; and

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

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

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

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

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

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

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

less well suited for farming and agricultural uses.

- (3) The remainder of the overall parcel not developed with lots and roads shall require a conservation easement or other form of protection precluding further development until such time as urban services can be provided.
- (4) The proposed lot layout for the overall parcel shall provide for the future efficient re-subdividing for higher urban densities.

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

- (1) The proposed lots are infill lots that meet the following criteria:
 - a. The proposed lots are in areas that have been previously divided into smaller lots.
 - b. The proposed lots cannot be reasonably served with city utilities due to natural barriers, i.e., creeks or hills, man-made barriers, major highways, or significant existing development.
 - c. It would be cost prohibitive to serve the proposed lots with city utilities.
 - d. Creating the proposed lots is a means of lessening development pressure on larger tracts of land outside the SSA.
 - e. The proposed lots must be created by a Certified Survey Map (4 lots or less).
 - f. The proposed lots must be reasonably consistent in size with the existing adjacent lots.
- (2) The proposed lots will be served by a sewer connected to a common wastewater treatment system approved under COMM 83, Wisconsin Administrative Code. All sewer mains, trunk, and lateral lines must meet City of Eau Claire standards for such facilities. If the proposed lots will be served by a community water supply system approved under NR 811, all water lines and mains must meet City of Eau Claire standards for such facilities. The lots must meet the access and lot design standards of the City of Eau Claire and the respective Town. The proposed lot layout for the overall parcel must provide for efficient re-subdividing for urban densities and cost-

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

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

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

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

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

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

- a. Within the RT zoning classification, new development shall be limited in accordance with all policies applicable to RP. However, upon at least 75% of the lots within the RR and RRC classifications being developed and occupied, the respective Town and the City agree to reclassify a mutually agreed upon portion of the area designated RT to RR or RRC classifications. The specific areas to be reclassified will be determined jointly by the respective Town and the City at the time the 75% threshold is reached.
- B. The City and respective Town shall consider the following criteria in its review of residential land divisions:
 - (1) Each lot shall meet health code requirements for on-site sewage treatment and private water wells.
 - (2) The proposed lot layout for the overall parcel shall locate structures on building sites that have the least impact on environmentally sensitive areas and are less well suited for farming and agricultural uses.
 - (3) The proposed land division shall be consistent with the comprehensive plan of the respective Town.
- C. Exceptions to base residential density standard shall be considered based on the following criteria:
 - (1) The proposed lots are infill lots that meet the following criteria:
 - a. The proposed lots are in areas that have been previously divided into smaller lots.
 - b. The proposed lots must be created by a certified survey map (4 lots or less).
 - c. The proposed lots must be reasonably consistent in size with the existing adjacent lots.
 - d. Creating the proposed lots is a means of lessening development pressure on

larger tracts of land.

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

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

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

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

c. The proposed lots are in an area subject to an intergovernmental agreement or cooperative boundary agreement between the City of Eau Claire and the Town and the proposed lots are consistent with such intergovernmental agreement or cooperative boundary agreement.

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

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

A. Non-Residential Land Divisions within the SSA.

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

B. Non-Residential Land Divisions outside the SSA.

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

C. Highway Corridor Site Plan Review.

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

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

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

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

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

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

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

16. *Severability – Suspension of Agreement.*

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

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

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

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

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

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

20. **Enforcement.**

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

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

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

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

21. *No Challenges To This Agreement.*

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

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

- (1) If only one Party is named as a party to the action, the other Parties shall seek to intervene and the named party shall support such intervention.
- (2) No settlement of such an action shall be permitted without the approval of the governing bodies of all affected Parties.
- (3) The workload to defend the Agreement shall be shared equally by the participating parties.
- (4) A challenge to the Agreement by one of the Parties or a failure to vigorously defend the Agreement constitutes a breach of the Agreement.

B. *Remedies - Waiver of Certain Remedies.* Any Party may seek specific performance of this Agreement in addition to other remedies available at law or in equity, excluding the recovery of money damage. Said right to pursue money damages against other Parties is expressly waived by all Parties.

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

22. **Amendment.** The Agreement may be amended by mutual consent and approved by the governing bodies of all Parties subject to the requirements of law.

23. **Good Faith And Fair Dealing.** The Parties shall cooperate in good faith to implement this Agreement. The Parties agree that they will not oppose this Agreement in any way privately or publicly, either when communicating with any government agency that is charged with review or evaluation of any part of the Agreement or, otherwise.

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

25. **Miscellaneous Interpretation.**

- A. ***References.*** Any references in this Agreement to any particular agency, organization or official shall be interpreted as applying to any successor agency, organization, or official or to any other agency, organization or official to which contemplated functions are transferred by statute or ordinance. Except as expressly stated otherwise, any references in this Agreement to any particular statute or ordinance shall be interpreted as applying to such statute or ordinance as recreated or amended from time to time.
- B. ***Section Titles.*** Section and subsection titles in this Agreement are provided for convenience only and shall not be used in interpreting this Agreement.
- C. ***Governing Law.*** This Agreement shall be governed by, construed, interpreted and enforced in accordance with the laws of the State of Wisconsin.
- D. ***Interpretation.*** If any term, section or other portion of this Agreement is reviewed by an administrative agency, court, mediator, arbitrator, or other judicial or *quasi-judicial* entity, such entity shall treat this Agreement as having been jointly drafted by all Parties. By the terms of this Agreement, no municipal Party shall benefit from not having drafted this document.
- E. ***Entire Agreement.*** The entire agreement of the Parties with respect to the subject matter hereof is contained in this Agreement and it supersedes any and all oral representations and negotiations between the municipalities.
- F. ***Authority.*** Each Party represents that it has the authority to enter into this Agreement and that all necessary procedures have been followed to authorize this Agreement. Each

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

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

26. **Notices.** All notices required by or relating to this Agreement shall be in writing. Each notice shall specifically refer to this Agreement by name and shall refer specifically to the number of the section(s), subsection(s), paragraph(s) or subparagraph(s) to which the notice relates. Any such notice shall be delivered in person to the Clerk of the municipality receiving the notice or to the person apparently in charge of the Clerk's office during normal business hours, or shall be mailed to such Clerk by certified mail, return-receipt requested (or equivalent private delivery service).

Each notice to the Town of Wheaton, Chippewa County shall be addressed as follows:

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

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

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

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

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

Eleva, WI 54738.

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

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

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

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

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

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

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

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

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

CITY OF EAU CLAIRE

By: Kerry S. J. Kincaid
Kerry S. J. Kincaid, President

Approved as to form:

Stephen C. Nick
Stephen C. Nick, City Attorney

CITY OF EAU CLAIRE

By: Mike Huggins
Mike Huggins, City Manager

Donna A. Austad
Donna A. Austad, City Clerk

TOWN OF BRUNSWICK

By: Fred Zwick
Chairperson

TOWN OF PLEASANT VALLEY

By: Daniel J. Thompson
Chairperson

TOWN OF SEYMOUR

By: Douglas A. Kronig
Chairperson

TOWN OF UNION

By: James S. Volbrecht
Chairperson

TOWN OF WASHINGTON

By: Ruey Peterson
Chairperson

TOWN OF WHEATON

By: Paul G. Klemmeyer
Chairperson

EXHIBIT E

https://www.wqow.com/news/controversial-housing-development-seeking-annexation-from-town-of-washington-to-city-of-eau-claire/article_ea4a3a34-cd82-11ec-b22a-3309caca8bb7.html

Controversial housing development seeking annexation from town of Washington to city of Eau Claire

By: Kristen Shill

May 6, 2022



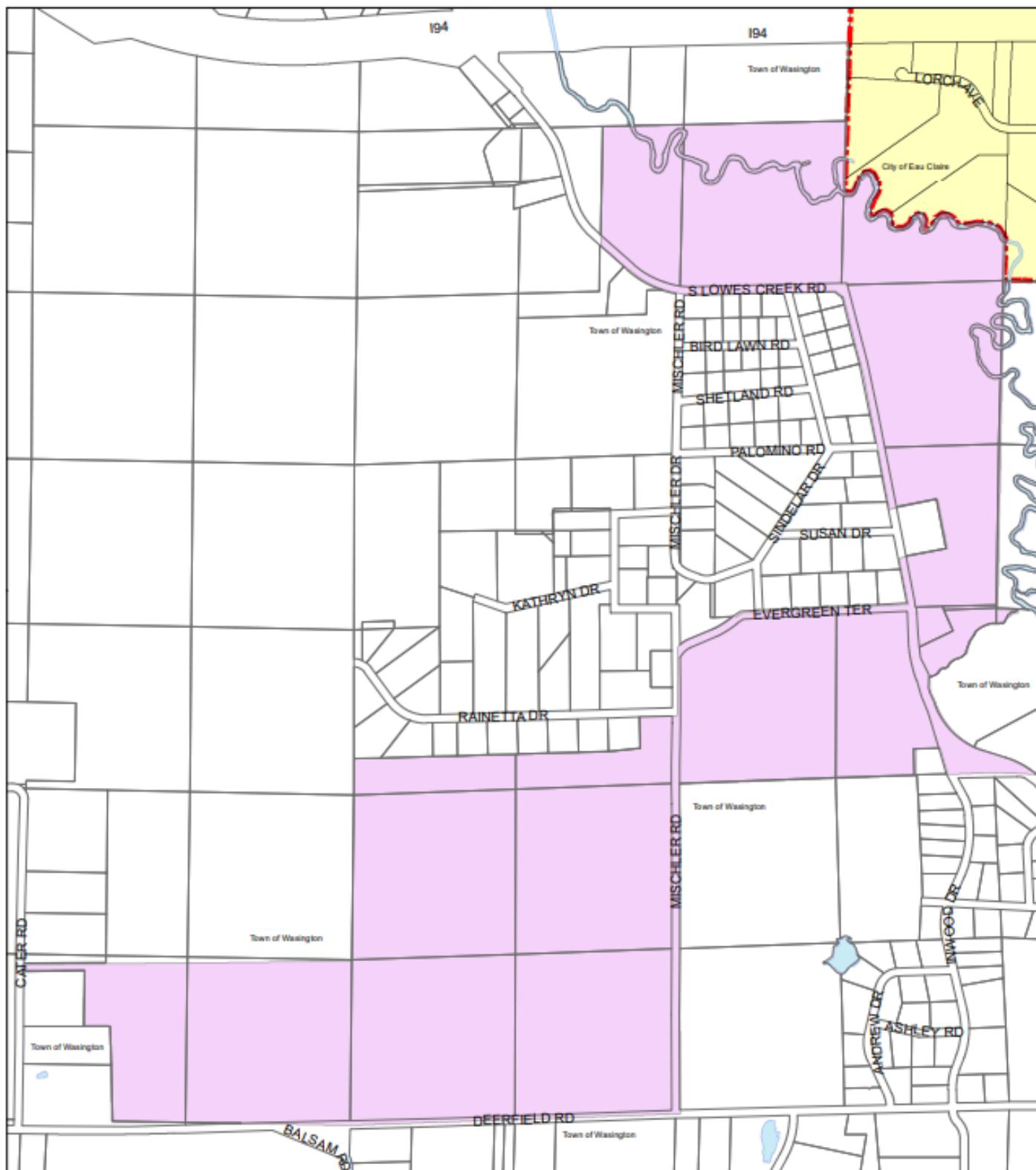


EAU CLAIRE (WQOW) - Parts of Lowes Creek Park and a parcel of land that has been at the center of a controversial proposed housing development in the town of Washington may be annexed into the city of Eau Claire.

C&E Wurzer Builders has twice brought a rezoning request before the Eau Claire County Board for land located on the corner of at the corner of Deerfield and Mischler roads in the town of Washington. The county board denied the request one time, and the builders withdrew the request the second time.

They want to build more than 100 homes on that land, but neighbors have been very vocal in opposition about it.

The council will be able to discuss the possible annexation of this land at their meeting on May 10, but will not vote on the matter until their next meeting.



ANNEXATION FILE # 2022-3A

DATE
05/05/2022

Lands located in ~~180~~ Town of Washington
Eau Claire County



1,320
Feet



City of Eau Claire

TOP VIDEOS

5 Friends of Lake Wissota kick off new year with snowshoe hike

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[Housing Development](#) [Washington](#) [Request](#) [Builder](#)

Kristen Shill

News Director

Kristen Shill has been with News 18 for more than a decade. She is an Eau Claire native and News Director for WQOW.

EXHIBIT F

Settlement Agreement

This settlement agreement (the “Agreement”) is entered into between CDPG Developers, LLC (“Developer”), a Wisconsin limited liability company, the City of Eau Claire, a Wisconsin municipal corporation (“City”), and the Town of Washington, a Wisconsin municipal corporation (“Town”), to resolve a dispute arising between the parties concerning pending lawsuits filed by the Town opposing the Orchard Hills development (“Orchard Hills”). Developer, City, and Town are the “Parties” to this Agreement.

RECITALS

- A. In February of 2023, three private owners of property then located in the Town, including Developer, filed an annexation petition by one-half (the “Annexation Petition”) with the City. In the Annexation Petition, the petitioners requested that the City annex approximately 438 acres of land (the “Annexed Territory”).
- B. The Annexation Petition was signed by all electors and private property owners of Annexed Territory, but the Annexation Petition did not include the signature of Eau Claire County, which owns approximately 122 acres of Annexed Territory.
- C. On March 28, 2023, the City approved City Ordinance Number 7503 (the “Annexation Ordinance”) which annexed the Annexed Territory into the City.
- D. On June 23, 2023, the Town filed a lawsuit in Eau Claire County Circuit Court styled *Town of Washington v. City of Eau Claire*, Eau Claire County Case No. 23-CV-324 (the “Annexation Litigation”) in which the Town asserted that the Annexation Ordinance was invalid.
- E. The Developer intervened in the Annexation Litigation and both the City and the Developer have answered the Town’s complaints, denying the Town’s allegations that the Annexation Ordinance is invalid. The matters are currently scheduled for resolution by motion in January of 2024.
- F. The Annexed Property includes approximately 238 acres of land on which Developer intends to construct a housing development to be called Orchard Hills. A map identifying the 238 acre parcel is attached as Exhibit A and is referenced as either “Orchard Hills” or the “Development” below).
- G. To facilitate the Development, the City sought approval of an amendment to its Sewer Service Area (the “SSA Amendment”).
- H. On August 4, 2023, the Wisconsin Department of Natural Resources (“WDNR”) approved the City’s revised SSA Amendment request.

- I. On September 1, 2023, the Town filed a lawsuit in Eau Claire County Circuit Court styled *Town of Washington v. Department of Natural Resources*, Eau Claire County Case No. 23-CV-456 (the “SSA Litigation”).
- J. The Parties believe it is in their respective interests to settle their disputes and have accordingly agreed to resolve these matters in accordance with the terms and conditions of this Agreement.

Therefore, for valuable consideration, the mutual promises, obligations and benefits provided hereunder, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Recitals Incorporated; Effective Date. The recitals A-J above are expressly incorporated into the terms of this Agreement by reference. This Agreement shall become effective as of the date it is approved and executed by the last of the Parties (the “Effective Date”).
2. Future Development of Orchard Hills – Commitment as to Rainetta Drive. As part of any future development plans presented to the City for Orchard Hills, Developer shall only submit proposals of the development of Orchard Hills that feature single family homes along the northern edge of the Development abutting existing residential properties currently located in the Town (i.e., along the edge of Rainetta Drive along the northern edge of Orchard Hills). Attached as Exhibit B, which is hereby incorporated, is a map which identifies (in blue) the existing Town residential properties located on Rainetta Drive, and only single family homes will abut those properties in the Development. Other than this obligation, the Town acknowledges that all other development-related decisions shall, after the Effective Date of this Agreement, be subject only to City approval as the governing authority.
3. Payment to Town. Developer will pay \$100,000.00 to the Town in three installments in consideration of road expenses incurred by the Town prior to annexation of the Orchard Hills property and for future maintenance of Town roads. However, nothing in this Agreement shall act as a limitation to how the Town allocates payments received under this Agreement. The first payment of \$33,333.34 will be payable within ten (10) days of the Effective Date or December 15, 2023, whichever is later (the “Initial Payment Date”). Subsequent payments of \$33,333.33 each will be due by December 15 of each year thereafter, with the last payment due December 15, 2025. By the Initial Payment Date, Developer will have a \$66,666.66 letter of credit issued to secure the remaining payments. The letter of credit will be renewable each year to secure the remaining amount due after credit for payments made under this Section. The initial letter of credit shall have an expiration date of December 31, 2024. Developer shall provide the Town proof, via a lender commitment letter or similar documentation, that each subsequent letter of credit will be renewed, with an expiration date of December 31 the following year, at least 15 days prior to the letter of credit’s applicable expiration date. In the event Developer does not make a payment by the applicable payment date, or does not provide proof of renewal of the letter of credit at least 15 days prior to its expiration date, the Town may draw on the letter of credit for the full amount still owed to the Town. Subject to the notice and cure

provisions of Section 14 of this Agreement, and in addition to any other remedies available under this Agreement or at law or in equity, in the event the Town breaches this Agreement in any manner that negatively impacts either (i) the Developer's rights or benefits under this Agreement or (ii) the Development in any manner, the Developer shall be excused from the obligation to make any additional payments otherwise due under this section. However, in the event the Town denies a breach of this Agreement occurred, or that a breach negatively affects Developer's rights under this Agreement or the Development as provided above, the Developer shall place into a mutually acceptable escrow account, at Developer's expense, all outstanding payments due. If the balance of the funds due to the Town are placed in an escrow account, the Developer shall be excused from further compliance with the letter of credit requirements. In the event the Town is found not to have breached the Agreement, or not breached in a manner that negatively affects Developer's rights under this Agreement or the Development, then the amounts placed in escrow will be paid to the Town within three (3) business days after expiration of any applicable appeal period associated with entry of a final judgment. In the event the Town is found to have breached the Agreement as provided above, then the amounts placed in escrow will be returned to the Developer within three (3) business days after the expiration of any applicable appeal period associated with the entry of a final judgment, and Developer shall have no further obligation to pay the Town. In the event either the Town or the Developer appeal a decision relating to these issues, the funds shall remain in escrow until the conclusion of the appeal process, and neither party shall execute on any judgment pending the resolution of that process and the corresponding release of the funds to the applicable party, which shall occur within three (3) business days of the expiration of any subsequent period for additional appellate review.

4. Modification of Intergovernmental Agreement. The intergovernmental agreement entered into by the City and Town, with an effective date of February 16, 2011, as amended, and which has been renewed until 2031, will be bilaterally amended to create a section 10.C.4. applicable to the Town of Washington, which will read as follows:

Notwithstanding the residential subdivision restrictions under section 10 of this Agreement, areas depicted on Exhibit 1 may be divided and developed as a conservation subdivision within the Town of Washington in accordance with Eau Claire County conservation subdivision ordinance requirements. (Eau Claire County Code Chapter 18.88).

Exhibit C of this Agreement, which is hereby incorporated, shall be Exhibit 1 of the amendment to the intergovernmental agreement referenced under this section.

5. Installation of Utilities. The City intends to install utilities within the right of way in the areas depicted in pink and blue on Exhibit D, which is hereby incorporated into this Agreement. The Town shall approve the installation of utilities in portions of the right of way within Town jurisdiction depicted in Exhibit D. The Town's review of any application filed by the City shall be subject only to state, federal, and local ordinances in effect at the time of this Agreement, none of which prohibit installation of utilities within the Town right of way or require the City to provide extraterritorial utility service. The Town shall

not otherwise oppose or object to the City utility extension project to and within the Orchard Hills development. The City acknowledges that the Town's preference is for the City to place utilities in the City's existing utility easements where available, and the City will install utilities in those existing easements, except that in the event soil conditions or obstructions make it impractical to install within the City's utility easement, then placement can occur in the Town right of way. The City also acknowledges that the Town's strong preference is for the City to locate utilities in locations within the right of way that are not beneath paved surfaces. The City will make its best efforts to locate utilities in locations outside paved surfaces. If the City must install utilities under paved surfaces, it must establish its need to do so in its application to the Town. In the event the City damages or disrupts paved Town roads, the City shall replace the affected road segment to a substantially similar preconstruction condition.

6. Future Review of Development. The Town will not oppose or object to the Orchard Hills development. If single family homes are approved for placement in accordance with Section 1 of this Agreement, the Town shall indicate during conformance review of water quality management (i.e., "208 Review") or any other review or approval process related to the Orchard Hills development conducted by West Central Wisconsin Regional Planning Commission, the Wisconsin Department of Natural Resources ("DNR"), or other governmental bodies with oversight over the development, that the Town has no further objection to the development on density grounds and will not seek to enforce any previous conditions the DNR may have suggested regarding density during its approval of the Sewer Service Area Amendment.
7. Road Connections. If the City approves an Orchard Hills development plan that establishes single family homes in accordance with Section 1 of this Agreement, the Town shall authorize and permit Orchards Hills to have a connection to Cater Road, subject only to the Town's ability to place reasonable conditions on the issuance of Town road connections and street opening permits which are (i) necessary for the safety of the public or (ii) necessary for compliance with state statutes or other generally applicable regulatory requirements. So long as Developer's permit applications comply with all Town ordinance requirements in existence on the date of execution of this Agreement, the Town shall authorize and issue permits necessary for the Developer's use of the Town's rights of ways for construction-related activities necessary to effectuate development-related activities.
8. Dismissal of Litigation. The Parties shall stipulate to an order dismissing the Annexation Litigation with prejudice and without costs to any party. The Town shall effectuate dismissal of the SSA Litigation. The Parties agree and acknowledge that these dismissals shall preclude any further dispute by the Town over (i) the validity of the Annexation Ordinance or the City's annexation of the Annexed Territory, and (ii) the validity of the SSA Amendment. Stipulations for dismissal in both cases shall be filed by no later than December 31, 2023. Each party shall bear its own attorney fees, litigation expenses, and any and all related costs to these cases and their subject matter.
9. Future SSA Boundaries. The Town and City will work cooperatively and in good faith to propose a new SSA boundary line within the Town to the West Central Regional Planning

Commission and Department of Natural Resources for the upcoming water quality management plan governing the Eau Claire – Chippewa Falls Sewer Service Area.

10. **Public Statements.** In the event that any party to this Agreement wishes to issue an official written statement or written press release that is intended to be on behalf their respective organization or municipal body related to the resolution of the matters identified in this Agreement, such a press release, communication, or announcement must be approved in writing by all Parties to this Agreement prior to release. Nothing in this section shall be construed as requiring any public official or officer of the Town or City, or any individual member of the Developer, to receive prior approval from the parties prior to making a statement relating to the resolution of the matters identified in this Agreement. The parties agree that this Agreement is mutual, voluntary, and a beneficial compromise for each party, and shall take reasonable steps to communicate the same.
11. **Future Cooperation.** The parties shall apply the terms of this Agreement in good faith and shall take such reasonable action and forbearance from action necessary to give this Agreement its intended effect and application.
12. **Waiver.** The failure of any party at any time to require performance of any provision of this Agreement shall not limit that party's right to enforce the provision, nor shall any waiver of any breach of any provision constitute a waiver of that provision itself.
13. **Parties Bound by Agreement.** This Agreement shall be binding upon the Parties hereto and upon their heirs, administrators, representatives, executors, successors, transferees, and assigns, and shall inure to the benefit of the parties and its releasees and each of them, and to their heirs, administrators, representatives, executors, successors, and assigns.
14. **Remedies upon Default.** A default is defined herein as a party's breach of, or failure to comply with, the terms of this Agreement and the failure to cure such breach within thirty (30) days after the date of written notice from a non-defaulting party. If a breach has not been cured within thirty days of written notice, then a non-defaulting party may terminate this Agreement. The parties reserve all remedies at law or in equity necessary to cure any default or remedy any damages or losses under this Agreement. Rights and remedies are cumulative, and the exercise of one or more rights or remedies shall not preclude the exercise of other rights or remedies.
15. **Notices.** Any notice required or permitted by this Agreement shall be deemed effective given in writing and personally delivered, mailed by U.S. Mail, return receipt requested, or emailed as follows:

To the City:

City Clerk
203 S. Farwell St.
Eau Claire, WI. 54701
nicholas.koerner@eauclairewi.gov
And cc to:

Steve Nick, City Attorney
Stephen.Nick@eauclairewi.gov

To the Town: Town Clerk
5750 Old Town Hall Rd.
Eau Claire, Wisconsin 54701
henning@townofwashington.wi.gov
And cc to:
Rick Manthe, Town Attorney
222 West Washington Avenue, Suite 900
P.O. Box 1784 | Madison, Wisconsin 53701-1784
rmanthe@staffordlaw.com

To the Developer: CDPG Developers, LLC
Attn: Craig Wurzer, Manager
1750 Hallie Road, Suite 1
Chippewa Falls, WI 54729

with a copy to:

Bakke Norman, S.C.
Attn: William E. Wallo
7 South Dewey Street, Suite 220
Eau Claire, WI 54701
wwallo@bakkenorman.com

16. Headings of No Effect. The paragraph headings contained in this Agreement are included for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.
17. Severability. The invalidity of any provision of this Agreement shall in no manner effect the validity of any other provisions of this Agreement, and the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
18. Complete Agreement; Amendment. This Agreement constitutes the entire integrated agreement of the parties and is intended to be a full and complete resolution of all disputes between the parties related to the Orchard Hills development. This Agreement may be modified only by written amendment executed by the parties.
19. Governing Law; Jurisdiction; Venue. This Agreement is intended to be and is an agreement made in and performed in Wisconsin and arises solely under the laws of the State of Wisconsin. All rights, remedies, questions, and disputes arising under or in connection with this Agreement shall be governed by and determined solely in accordance with the substantive law of the State of Wisconsin.

20. Counterparts; Signatures. This Agreement may be executed in multiple counterparts, all of which shall be deemed originals, and with the same effect as if all parties had signed the same document. All of such counterparts shall be construed together with and shall constitute one agreement. Copies of this Agreement and/or facsimile or electronic signatures shall be as valid and enforceable as an original.

[SIGNATURE PAGE FOLLOWS]

CDPG DEVELOPERS, LLC

By: Craig Wurzer
Its: Manager

Date: _____

CITY OF EAU CLAIRE

By: _____
Its: _____

Date: _____

TOWN OF WASHINGTON

Robert Solberg
By: Robert Solberg
Its: Town Chair

Date: 12/6/2023

Janelle L. Henning
By: Janelle Henning
Its: Town Administrator

Date: 12/6/2023

CDPG DEVELOPERS, LLC



By: Craig Wurzer
Its: Manager

Date: 12-6-23

CITY OF EAU CLAIRE

By: _____
Its: _____

Date: _____

TOWN OF WASHINGTON

By: _____
Its: _____

Date: _____

CDPG DEVELOPERS, LLC

By: _____
Its: _____

CITY OF EAU CLAIRE

Stephanie A. Hirsch
By: Stephanie A. Hirsch
Its: City Manager

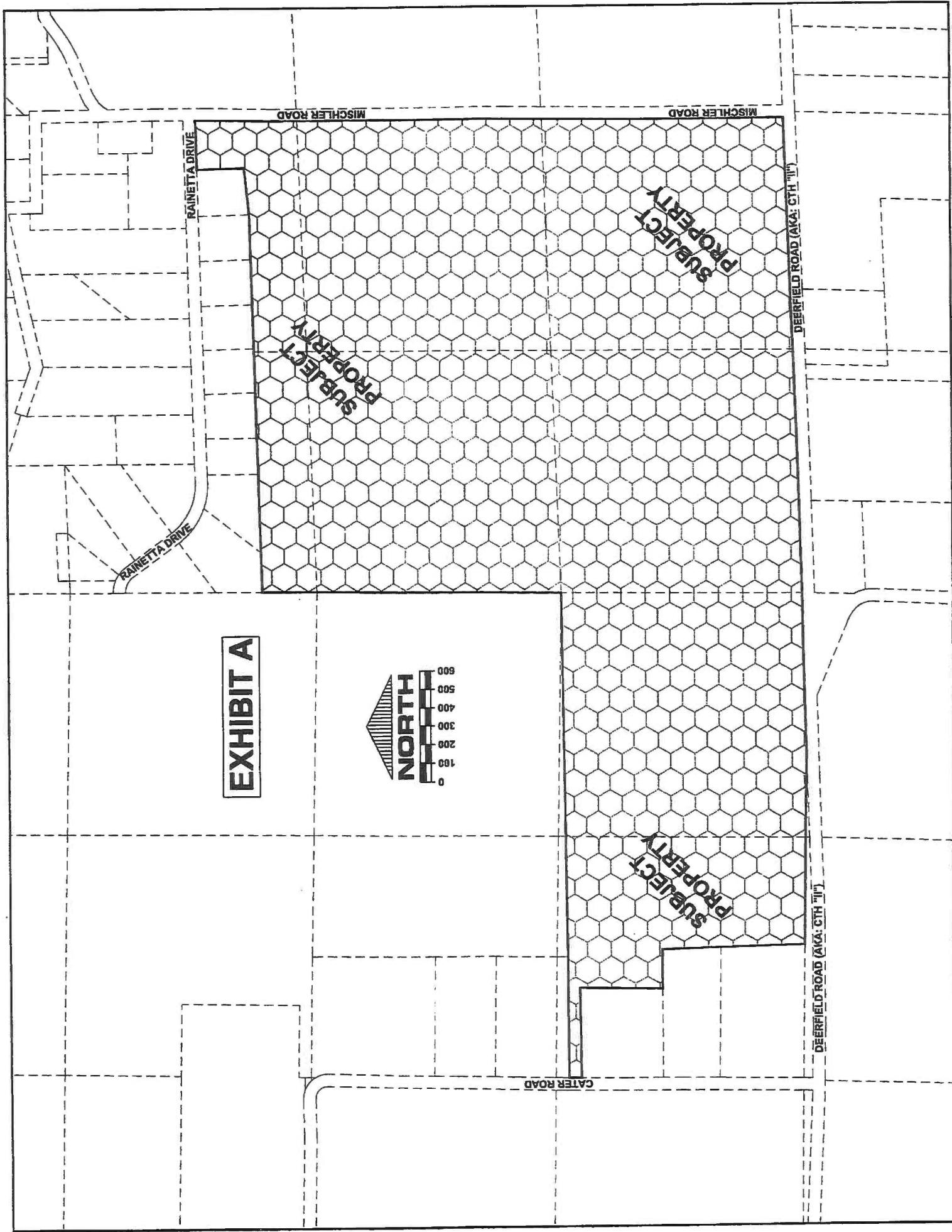
Nicholas A. Koerner
By: Nicholas A. Koerner
Its: City Clerk

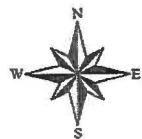
Date: 12/15/23

Date: 12/15/2023

TOWN OF WASHINGTON

By: _____
Its: _____





County Zoning - RH - Rural Home District

Civil Divisions

City of Eau Claire

Town of Washington

1 inch = 750 feet

Exhibit B



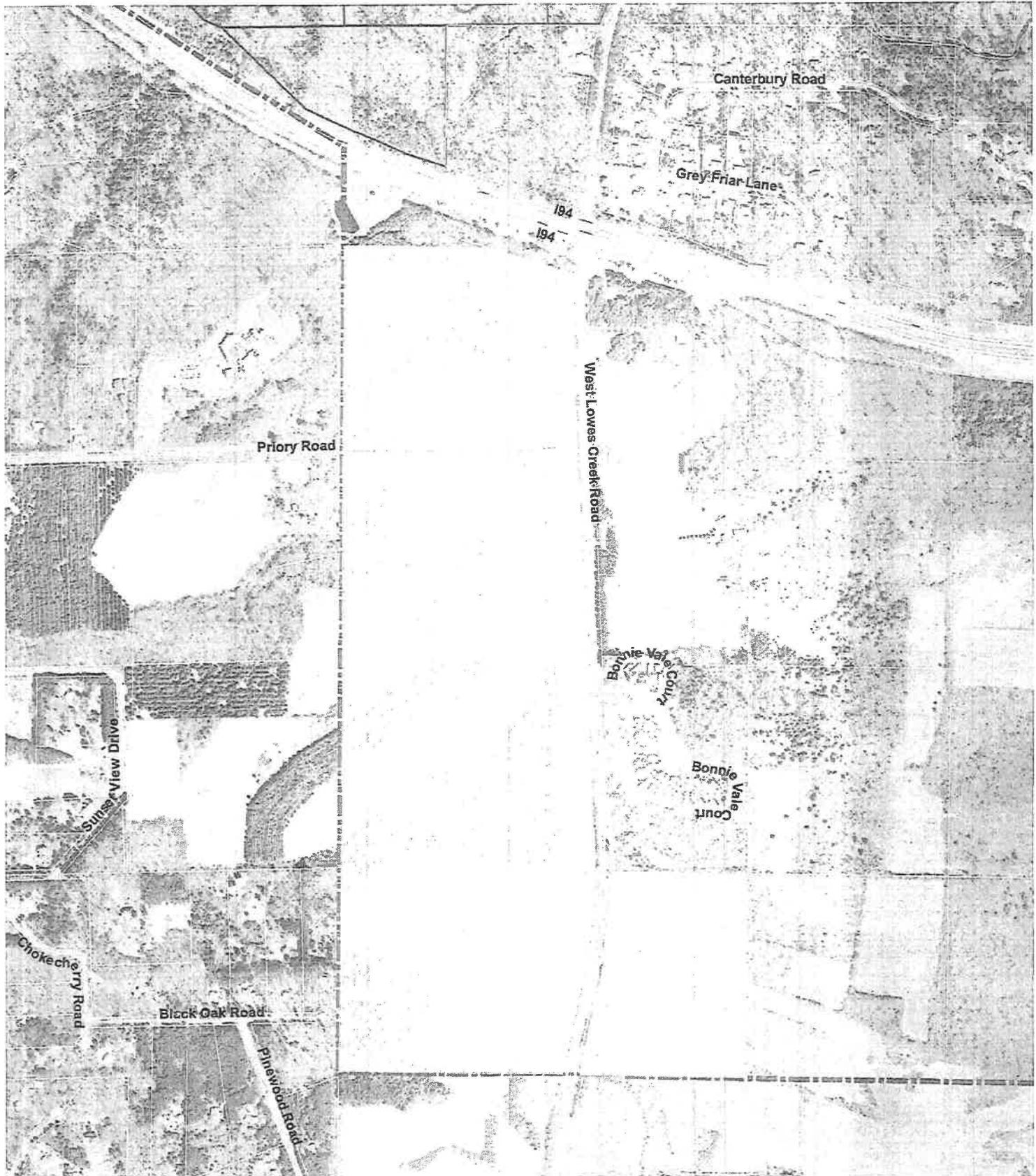
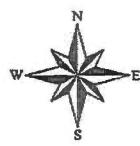


Exhibit C



1 inch = 800 feet



SSA Adjust Area = 220.7 ac
SSA_Boundary



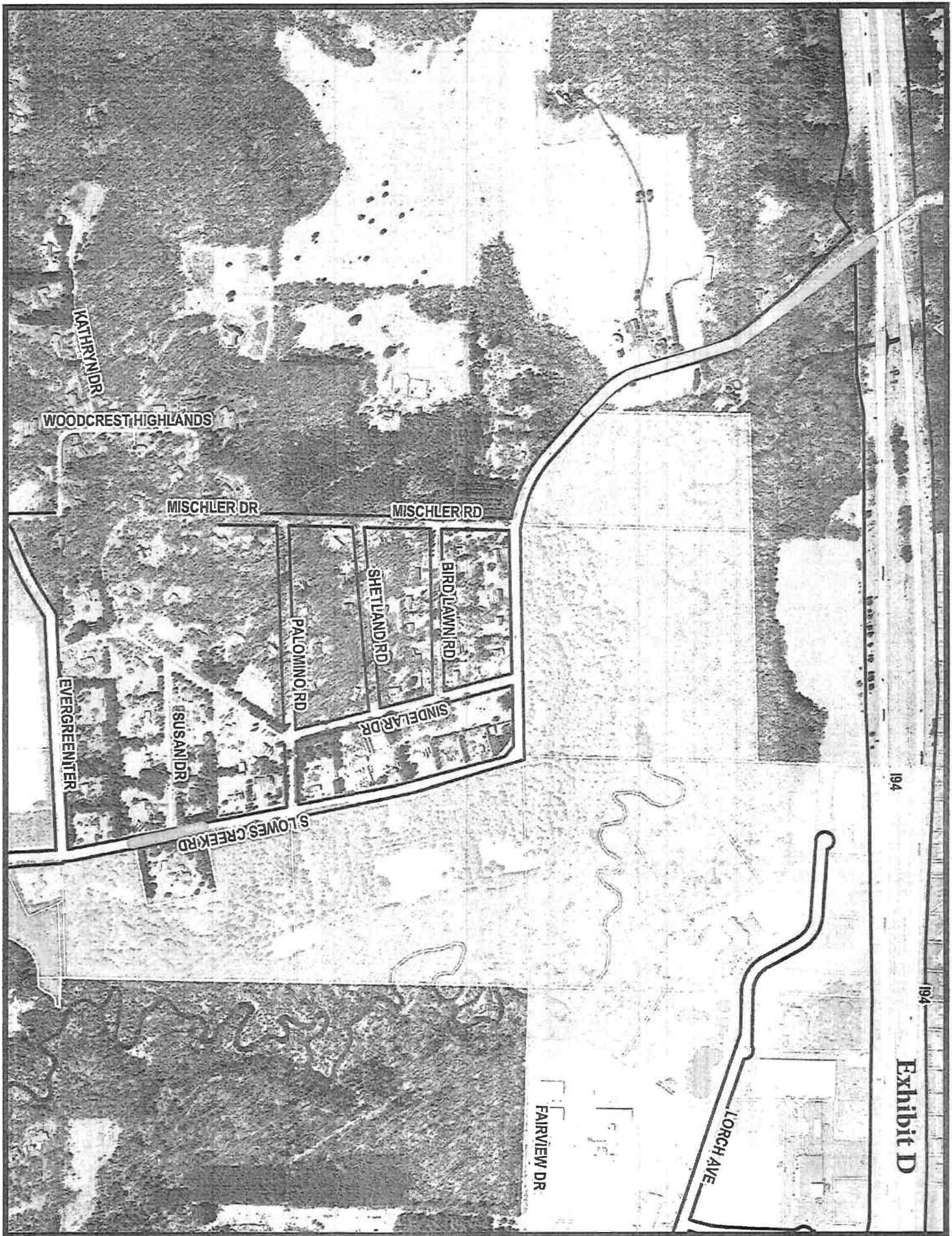




EXHIBIT G-1

Planning Division Analysis

The following analysis covers the failure on meeting ss. 66.0207 “Standards to be applied by the board” as it relates to the Town of Washington’s proposed metropolitan village incorporation submittal.

This report breaks down the specific requirements in: (1a) the proposed territory’s character is NOT reasonably homogeneous and compact; (1b) the vast vacant and developable territory beyond the core CANNOT be substantially developed for residential or other urban land use development within 3 years of incorporation; and (2d) that additional considerations is given regarding hindering the metropolitan area’s ability to solve growth and public service needs.

It further references important City planning documents and data to assist the review board in understanding Eau Claire’s growth and future needs.

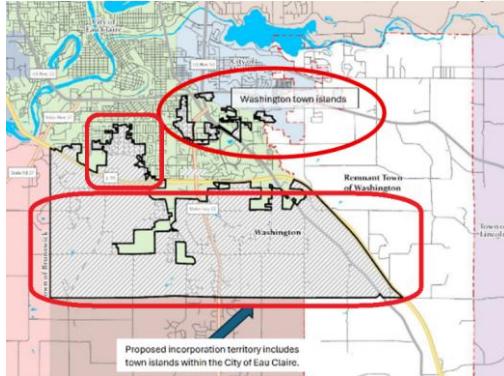
Sec. 66.0207 Standards to be applied by the board.

(1)(a) Characteristics of the Territory.

Disconnected geographies

Upon analysis of the **entire** proposed metropolitan village, the characteristics are not reasonably homogeneous nor compact, thus failing to meet (1)(a) above.

The highly fragmented northern parts are separated from the southern portion City territory and by U.S. 94 and include three town islands. The town islands are fully disconnected from the rest of body of the proposed village and are in no way homogenous, but indistinguishable from the surrounding highly urbanized City territory. Town remnant territory near the town islands area is undeveloped and rural in character, similar to the vast majority of the proposed territory south of U.S. 94. There is further a small lot suburban residential neighborhood north of U.S. 94, surrounded on 3 sides of City territory and largely integrated with City transportation networks, which is distinct from the southern rural territory and further distinct from the town islands area. These three regions are highly distinct in character from one another, representing a lack of both compactness and homogeneity.



Confusingly, the submittal also references two different land sizes. On page 14, it states the proposed village is approximately 20.5 square miles large, but on Page 69, it states it is about 19.45 square miles.

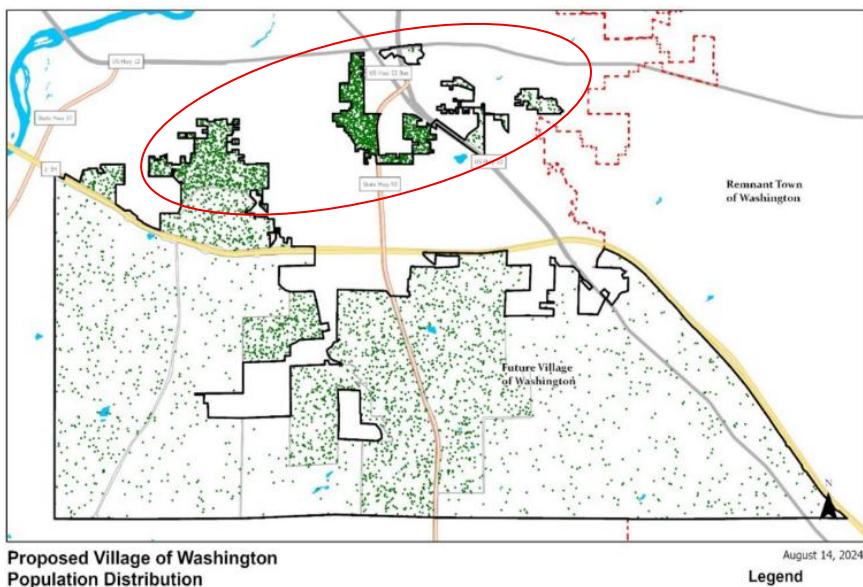
Opposing characters

There is an undeniable dichotomy between the northern and southern areas of the proposed village. Areas north of I-94 and Lowes Creek resemble a compact urban residential and commercial built environment. This is in direct opposition to the much larger southern land area, which is rural in character and contains farms, environmentally sensitive areas, and large lot expanded residential developments on well and septic.

The northern areas generally have smaller lot sizes and more dense land uses with businesses and housing typically found in a city. This is because many lots are already served by City of Eau Claire water, and Cty sanitary sewer for the more intense uses, such as apartments and full-service restaurants, as these areas are part of the former

Washington Heights Sanitary District dissolved in 1983 with systems transferred to the City by agreement..

These smaller urban areas represent 2,226 people based on 2020 Census block data. Over 40% of the proposed 5,423 person population live within these smaller compact and urban areas. Yet, they only cover 1.29 square miles, or 825.6 acres of the proposed village. This area equals only 6% of the entire proposed 20.5 square mile village. This density difference is further illustrated on the right or by viewing Map 9 on Page 24 of the incorporation submittal. The densest green dot concentrations are in the northern areas where they are served in part by City water and sewer, while the southern areas are empty or sparse. The density map provided by Petitioners is an excellent example of the lack of compactness and homogeneity in the proposed territory.

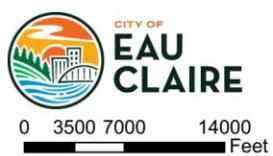
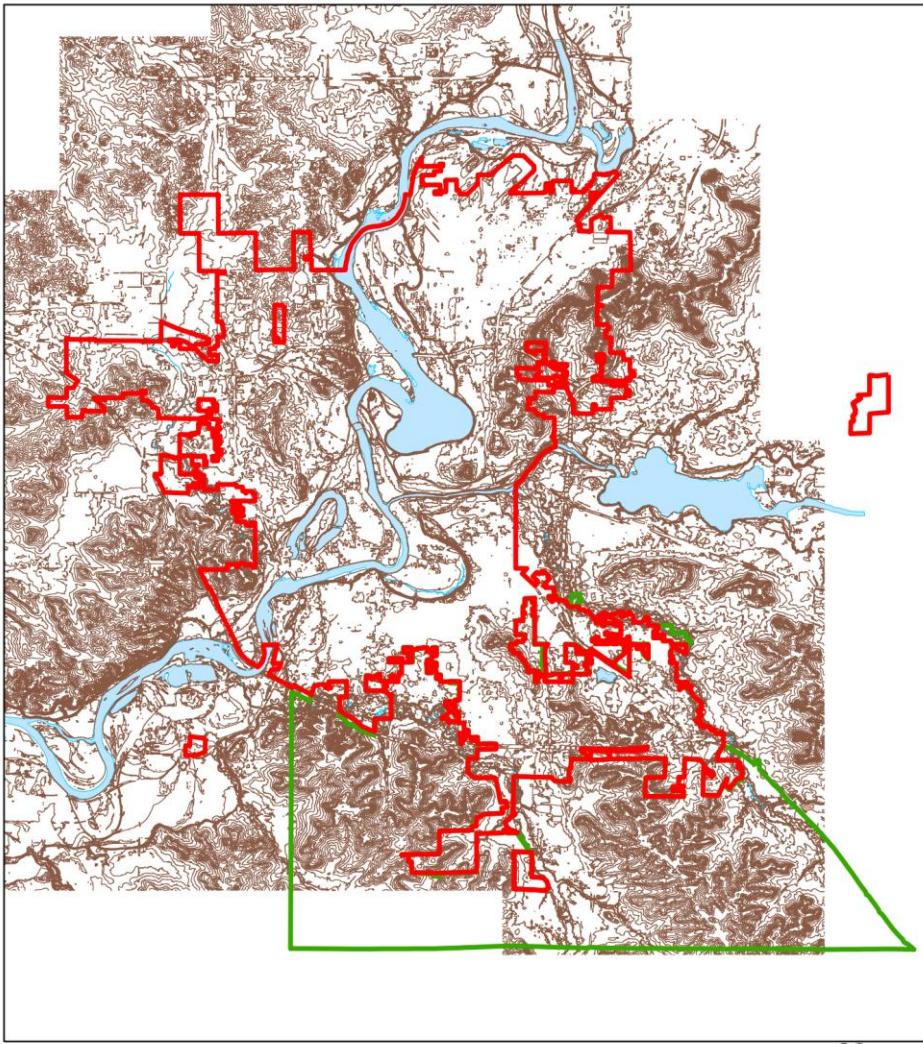


The remaining 94% of land and land uses south of I-94 and Lowes Creek are not compact nor similar. They resemble a township with a wide character range. This includes prime agricultural land, rural homesteads, environmentally sensitive areas, and highly fragmented and scattered sprawl large-lot subdivision development patterns. Lots are large to accommodate expensive private wells and septic systems or very large to conduct farming with homesteads. The large residential subdivisions are not well connected, instead largely reliant on State or Eau Claire County infrastructure for any degree of connection, while the areas to the north are heavily integrated and reliant on City infrastructure. There are long road distances and few intersections, typical of a rural town, not a village or city. This makes it much harder and more costly to serve with future public

services. Further, the major road systems in the territory instead act to funnel traffic into the Eau Claire metropolitan area, indicating that homogeneity is with the City area rather than a proposed village. The pattern does not promote the compact development and smart growth that the growing metropolitan area needs.

Natural boundaries, natural drainage basin

On page 20 of the incorporation submittal, it compares the City of Eau Claire's topography versus that of the town. It is incorrect to state the City is contrasted "sharply with flat terrain", and their topographic Map 6 excludes the whole city. The map below shows how Eau Claire's terrain has river bluffs, ridgelines like the town, valleys, and other hill top/steep slope features. City neighborhoods are even named after hilly areas such as East Side Hill, North Side Hill, West Ridge, and Princeton Valley. The proposed village also has flatter areas such as along Hwy. 93, and the flat uplands of Lowes Creek and Otter Creek valleys along U.S. Hwy. 53.



Topographic Map: Full Extent

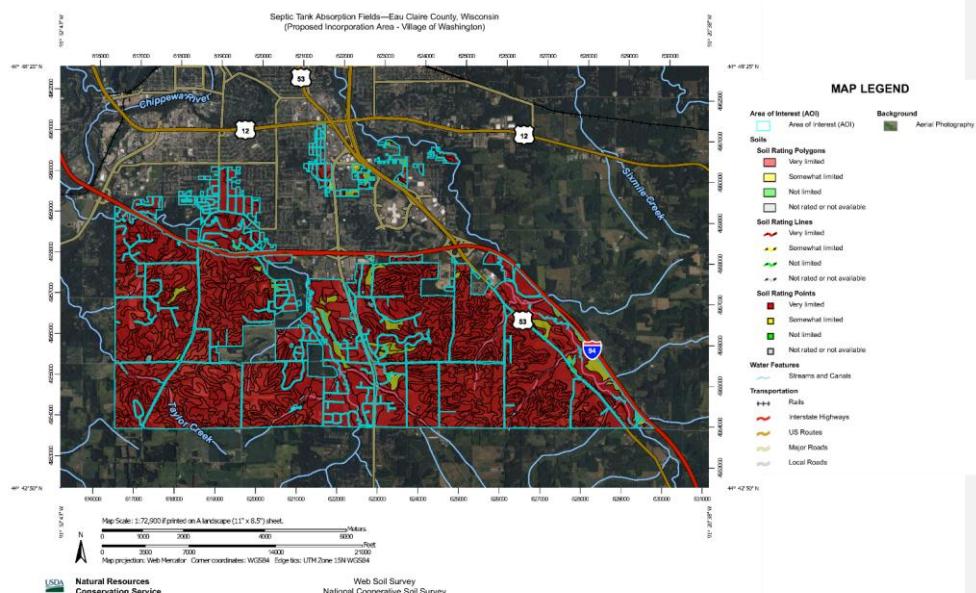
- City Limits
- Proposed Washington Boundary
- 10' Contours



Soil conditions

When considering the *Characteristics of the Territory*, Wisconsin State Statute necessitates a review of the soil conditions throughout the proposed village. Given that the proposed village has no immediate plans to provide sanitary sewer, nor public water to its residents, this review is of particular importance. Soil characteristics heavily impact both the installation and effective functioning of private septic systems; however, across the proposed area of incorporation, existing soils are less than ideal for these systems, increasing the potential for septic failure and water contamination.

According to the USDA Natural Resources Conservation Service Web Soil Survey, septic tank absorption fields are “areas in which effluent from a septic tank is distributed into the soil through subsurface tiles or perforated pipe.” A Web Soil Survey report generated for the proposed area of incorporation shows 95.9% of the soils are rated “Very Limited” for septic tank absorption fields. An additional 3.8% are rated “Somewhat Limited.” A visual representation of this data is displayed below. Red polygons representing the “Very Limited” category cover the vast majority of the proposed area of incorporation.



Ratings are based on the soil properties that affect absorption of effluent, construction and maintenance of the system, and public health. In this case, the rating indicates the extent to which the soils are limited by these features. The Web Soil Survey further describes the ratings as follows:

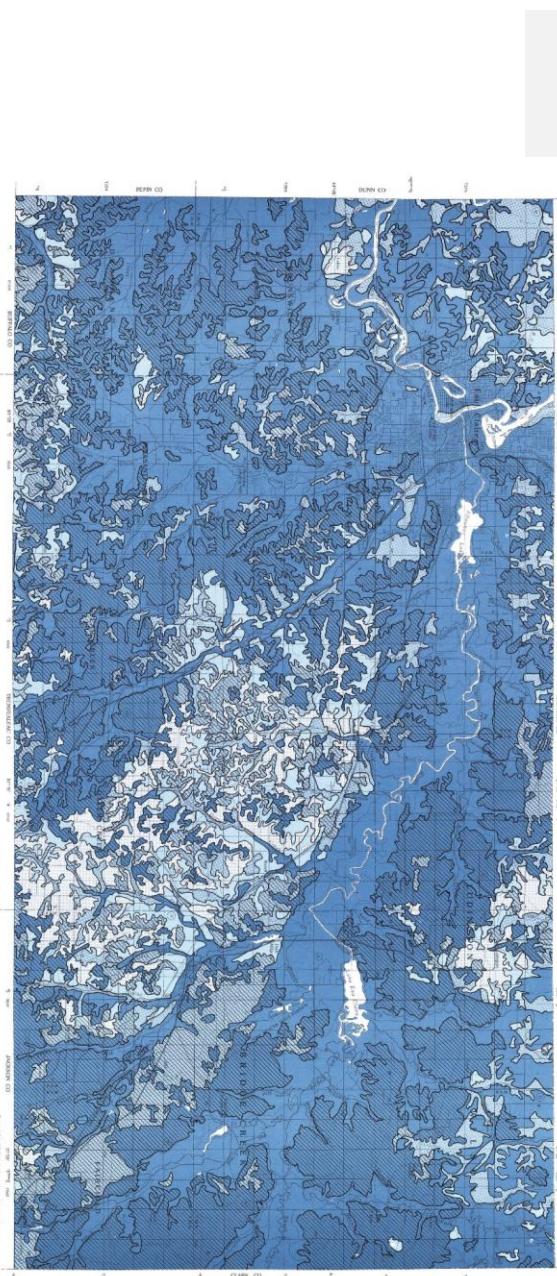
Somewhat Limited: the soil has features that are moderately favorable for the specified use. The limitations can be overcome or minimized by special planning, design, or installation. Fair performance and moderate maintenance can be expected.

Very Limited: the soil has one or more features that are unfavorable for the specified use. The limitations generally cannot be overcome without major soil reclamation, special design, or expensive installation procedures. Poor performance and high maintenance can be expected. To further demonstrate the soil limitations for septic systems in the proposed area of incorporation, the soils within Orchard Hills should be examined. Orchard Hills is an emerging subdivision on the City's south side. The development is almost entirely surrounded by the proposed village and until its annexation in 2023, the land was within the Town of Washington. Given its location, the soils within Orchard Hills can be considered representative of those throughout much of the proposed incorporation area. The City of Eau Claire's Sewer Service Area was amended in 2023 to allow for the extension of public utilities to Orchard Hills. Soil borings completed for the developable area in this amendment and reviewed by the Eau Claire City-County Health Department show a depth of only 1-2 feet of soil over a sandstone bedrock in multiple locations. These results demonstrate that if septic were to be installed, mound-style septic systems with sand fill would be required.

Prior to annexation by the City of Eau Claire, Orchard Hills was proposed to develop within the Town of Washington, on private well and septic. The rezoning request to facilitate the development was heard at two Town of Washington Board Meetings, taking place on May 20, 2021 and February 17, 2022. At each of these meetings, residents voiced concerns about the addition of more private septic systems to the area and the potential for environmental issues, including water contamination. Meeting minutes have been attached for reference (**Attachment A**). Given the location of Orchard Hills, it is reasonable to assume that resident objections to increased development on private well and septic would apply to future projects within the proposed village.

As evidenced, the soils in this area are not well suited for septic, largely because they cannot effectively attenuate contaminants. This creates increased potential for waste products to contaminate nearby water resources, posing a danger to both private wells and surface waters, such as Lowes Creek. According to *Soils of Eau Claire County, Wisconsin, and Their Ability to Attenuate Contaminates*, as displayed below, "slightly more than 72 percent of the land area in Eau Claire County is covered with soils that have the least potential for contamination attenuation." Soils in the proposed area of incorporation are oftentimes of this lower attenuation type as the soils are typically sandy and often are present in only a thin layer of less than 5 feet from bedrock.

SOILS OF EAU CLAIRE COUNTY, WISCONSIN, AND THEIR ABILITY TO ATTENUATE CONTAMINANTS

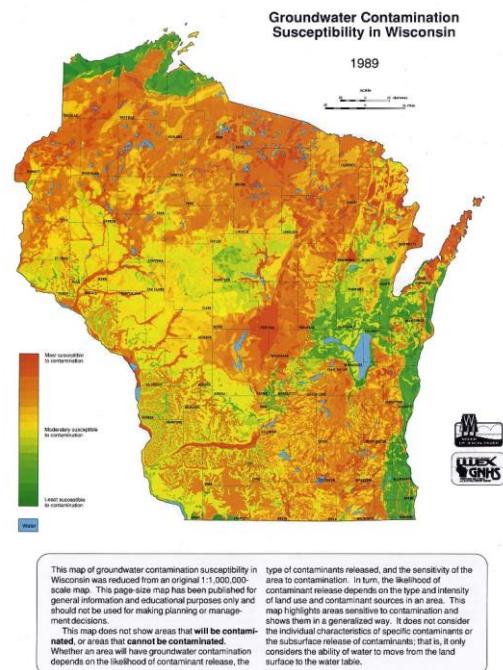


The current Town of Washington Comprehensive Plan acknowledges the possibility for groundwater contamination in Section 5.5.2.1 *Groundwater*, noting that “the Town of Washington generally ranks ‘medium-low’ to ‘high-medium’ for susceptibility to groundwater contamination.” The comprehensive plan also notes the areas where

groundwater contamination due to nonpoint source pollution is most likely to occur, listing the following locations:

- An area within 250 ft. of a private well or 1000 ft. of a municipal well
- An area within the Shoreland Zone (300 ft. from streams, 1000 ft. from rivers and lakes)
- An area within a delineated wetland or floodplain
- An area where the soil depth to groundwater or bedrock is less than 2 feet

The *Groundwater Contamination Susceptibility in Wisconsin* map, as displayed below, further illustrates this point, showing the northwest portion of Eau Claire County largely ranging between “moderately susceptible to contamination” and “most susceptible to contamination.” The map considers the ability of water to move from the land surface to the water table, which highlights that in the proposed area of incorporation, the potential for groundwater contamination is noteworthy, particularly with new development occurring on septic.



(1)(b) Territory beyond the core.

Village Core

Petitioners' self-defined "village core" is not the densest one square mile area. The Town admits that it is such and that the densest area is to the north and adjacent to the City. The alleged "core" is over 2.5 miles in length, which features a highway corridor segment that is an entry way to the Eau Claire metropolitan area, not a cohesive central destination or concentrated dense area with public services or amenities. It is specifically acknowledged by the Town in a longstanding Intergovernmental Agreement with the City, that the corridor is an entryway into the City. In the agreement, site plans are reviewed jointly to ensure high quality development as traffic enters the city.

Commented [KK1]: Perhaps reword for greater clarity.
What is north adjacent to City? The greatest density?

A small business subdivision is attempted at the Deerfield Rd./County Road II and Hwy. 93 intersection, but the what development is offered in this area does not consist of public services typical to village centers such as a town hall, library, community room, park, school, or post office. Indeed, the proposed village hall would not be located in this area at all. The private businesses one would typically see such as restaurants and bars and retailers are minimal. The businesses that face this corridor are further very mixed with contractors, garden and landscaping, and industrial waste processing. There is no sense of place along this corridor. No streetscaping, banners, or places that are easy to walk to. The form is spread out with all the development being on large lots to facilitate septic and wells. This hinders placemaking, walkability, and forces everyone to drive around in the "core".

Development within 3 years

In Section 1.(b).C Future Development of the Town's submittal, development potential is described within the next 3 years of vacant and developable territory beyond the densest square mile. The densest square mile is shaded on Map 51, Page 103 and being the non-contiguous northern areas largely served with water and sewer.

Commented [KK2]: Word missing here

If 19.45 square miles or 12,448 acres is in fact the correct area of the proposed village, the submittal on page 69 claims that approximately 4,487 of those acres (which is about 7 square miles) are vacant and potentially developable. The Town's own recent average assumes that 27 homes can be built per year using about 40 gross acres. Under this assumption, it would take 112 years to fully build this area out, clearly taking longer than 3 years as the state law says to demonstrate at substantial scale. Even if the pace accelerates in theory, say at double the rate or 54 homes per year, that still is 56 years. Tripling would put it at 81 homes and 120 acres, taking 37 years.

Alternatively, as noted on page 104 and repeated on page 105, if Exclusive and Preservation agricultural zoned lands were taken off the table, only approximately 2,382 acres could be developed (although, the town recently undermined this assumption with rezoning prime agriculture land for the Firenze Estates residential subdivision and amending their future

land use plan to allow the residential). Using again the 27 homes per year average, it still would take 59 years when consuming 40 acres of gross developable land. Even if just using the acreage inside the Urban **Sewer** Service Area (SSA), assumed to be 397 acres, it would take over nine years to build out. The Town admits it would take 10 years, which is again longer than developing within 3 years per the law. This is not a “reasonable balanced” solution. The vacant and developable territory must be substantially developed on an urban scale within 3 years, and the SSA area is a cooperative metropolitan area plan anticipating sewered development, but Petitioners’ are not proposing to offer sanitary sewer as an option. Petitioners cannot even satisfy this standard with sprawled, large-lot development they would demand of their neighbors.

Growth pressures

When comparing the City of Eau Claire’s and Town of Washington’s growth trends, the City is adding much more urban development and population. In 25 years, 793 people moved into the Town, whereas 12,335 people moved into the City.

Town of Washington’s Population 25 Year Growth			
Year	Total	People added	% Growth
2025	7,788	126	
2020	7,662	480	1.64%
2010	7,182	187	6.68%
2000	6,995		2.70%

Source: WI DOA, 2025

City of Eau Claire’s 25 Year Population Growth			
Year	Total	People added	% Growth
2025	74,039	4,618	
2020	69,421	3,538	6.65%
2010	65,883	4,179	5.40%
2000	61,704		6.80%

Source: WI DOA, 2025

In the incorporation document on Page 105 Petitioners state that “the area within the Eau Claire ETJ and SSA is highly desirable and will likely develop quickly as land division restrictions are eliminated by the incorporation.” These very restrictions were agreed to by the Town in a longstanding Intergovernmental Agreement to maintain a supply of land within the SSA for anticipated future annexations and responsible urban development. Per the agreement, they were further adopted into the County’s land use and development ordinance and both comprehensive plans. This was done to not only make water and sewer connections more accessible and cost-effective to serve the growth pressures but also to reduce pressures on agricultural lands and farming traditions in the hinterlands of the Town. If the proposal to become a village of over 19-20 square miles happens, more of the agrarian character the Town wants to maintain will be lost and disrupted.

The growth demand can simply be met better on municipal sewer and water facilitating less land consumption. The City can meet a greater variety of lifestyle and affordability price points better with housing diversity. If fact, if a project is 20 acres or more, the City's Land Development Ordinance requires developers to provide a mix of other housing than just single family homes (17.10.05 Housing Type Diversity Standards). This includes more housing units per acre and diversity types such as missing middle (3-4 plexes, rowhouses, live-work units, ADUs, etc.) and various multi-family (5+ unit) buildings.

In fact, recent City projects that were once formerly Town lands such as Timber Bluffs, Orchard Hills, and Prairie Park all have a strong mix of housing types throughout their subdivisions. For example, Timber Bluffs by the Town Hall has a mix of single family, twinhomes, duplexes, senior condos, and apartments.

The land supply needed, however, that supports sprawl is vastly different compared to compact development found in the City, or what a village can do that provides water and sewer. The table below shows residential large lot subdivisions from the last ten (10) years in the Town. Over 485 acres were needed. Some of the areas included environmental sensitive areas, but on average about two single family houses were built per acre.

Recent Growth in Town of Washington inside 3 Mile Extra-Territorial Jurisdiction (ETJ)						
Subdivision & Location	# of Lots	# of Homes Built	Acres	Home Per Acre	Other	City Council Approval
Trillium Estates - North side of CTH II & STH 93	38	38	79.1	2.1	3 Commercial Lots	7/26/16
Willow Creek Estates - South of CTH II & STH 93	7	5	14.6	2.1		5/23/17
Trilogy - CTH II & STH 93	46	40	99	2.2	4 Commercial Lots	11/27/19
Cliff Properties West - Talmadge Rd	15	11	35	2.3		4/12/22
Firenze Estates - Balsam Rd	128	0	258	2.0		5/27/25
Total	234	94	485.7	2.1		

Source: City of Eau Claire Planning Records.

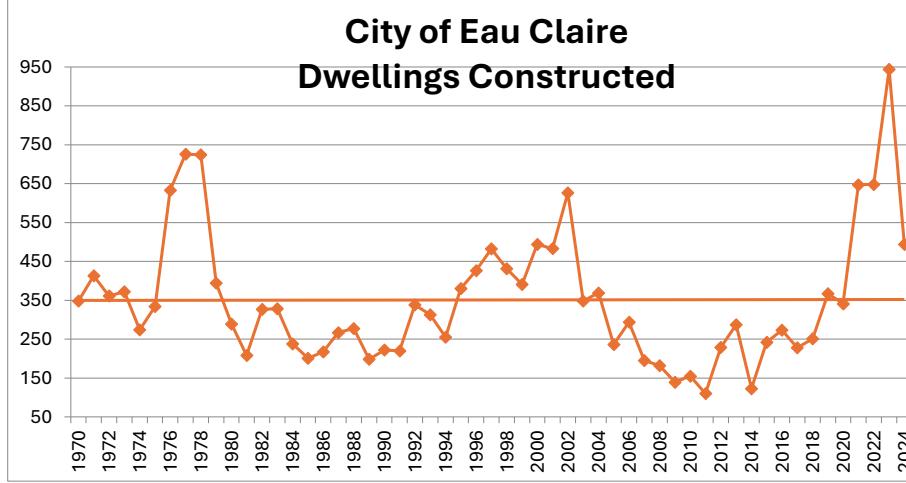
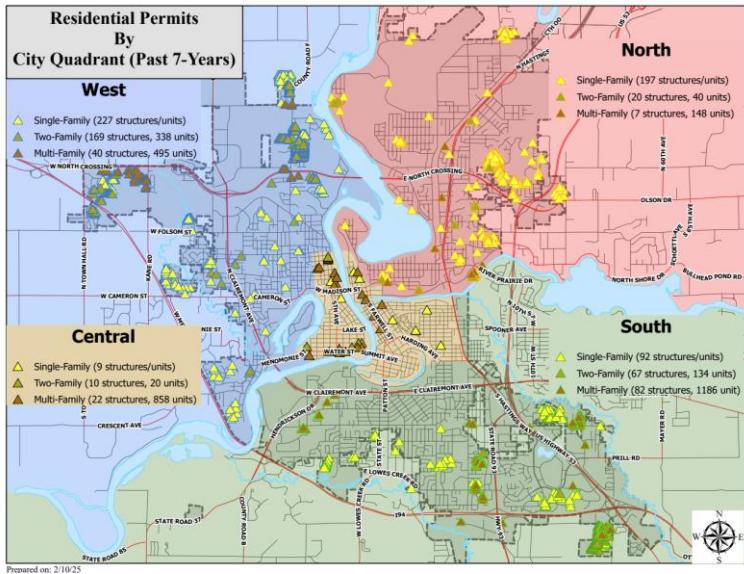
The supply of 10 years of residential development at their recent historical building pace (27 building permits on average) again does not meet the state finding that there be the potential for residential or other urban land use development on a substantial scale within the next 3 years. As the table below shows, within the last 10 years, around 500 acres were consumed by large-lot rural scattered subdivisions, yet this has not even been fully built out such as with Firenze Estates just starting. This type of development is not in high

market demand, whether due to preference or high cost. Compare below with the historical urban growth numbers in City of Eau Claire annual reports.¹

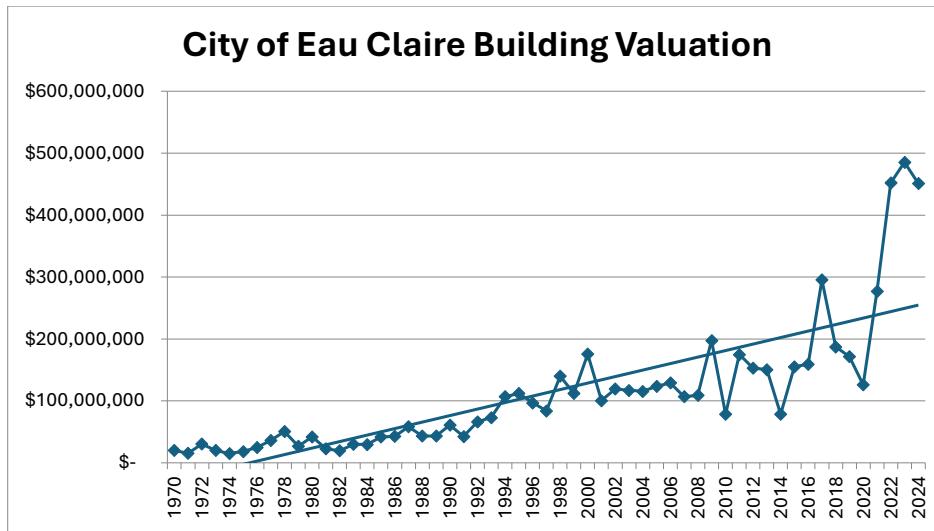
Residential Housing Units by Year											
	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	Average
One Unit	66	76	79	83	104	80	72	75	42	65	74
Two Units	22	46	48	74	68	84	86	104	80	46	66
Three Units and More	142	156	101	94	205	177	489	469	822	383	303
Total Units	230	278	228	251	377	341	647	648	944	494	444



¹ City of Eau Claire Annual Development Reports, access at <https://www.eauclarewi.gov/government/our-divisions/planning>



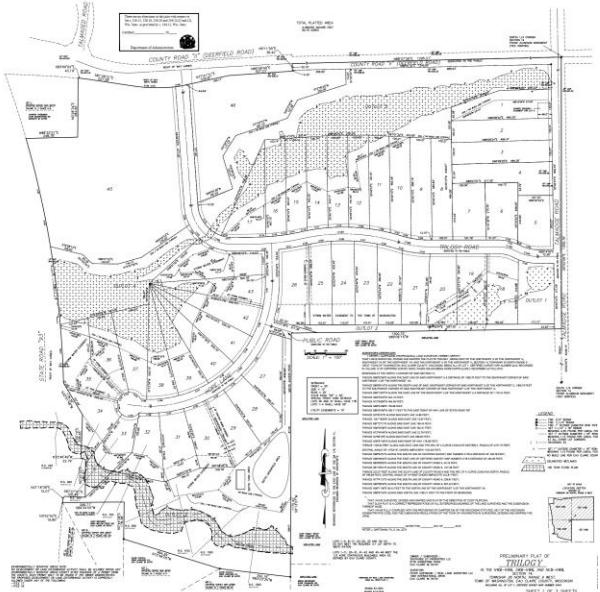
Source: City of Eau Claire, Planning Division Development Records



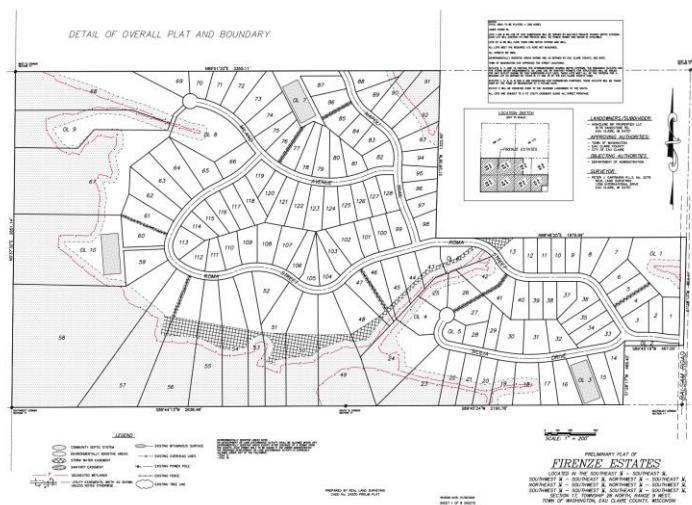
Source: City of Eau Claire, Planning Division Development Records

Eau Claire continues to make use of compact and smart land use comprehensive planning and zoning. In fact, with previous density allowances under R-1 single family zoning the maximum was 5 houses per acre, still well over double that of the Town. With the recent “Century Code” zoning affordability reforms passed in October 2025 to help use land more cost efficiently, a developer could now build single family densities of 14 units per acre in the R-1 replacement district (now call GR or General Residential).

The images below provide a sense of Trilogy and Firenze Estates subdivisions with slightly above 2 homes per acre. In both of these projects, communal wastewater/septic systems have been employed to increase density. These systems have their challenges and environmental risks, as noted above in the section on Soil Conditions, with Homeowner Associations taking on the responsibility of keeping them up to health code, maintaining them, and eventually needing to replace them. Running a growing village on cluster wastewater systems as a substitute for sewer, and in areas having possible poor soil conditions or high water tables is not in the best interest of the public. As pointed out earlier in the soil section, groundwater contamination is likely and poses a risk to drinking water.



Trilogy preliminary plat

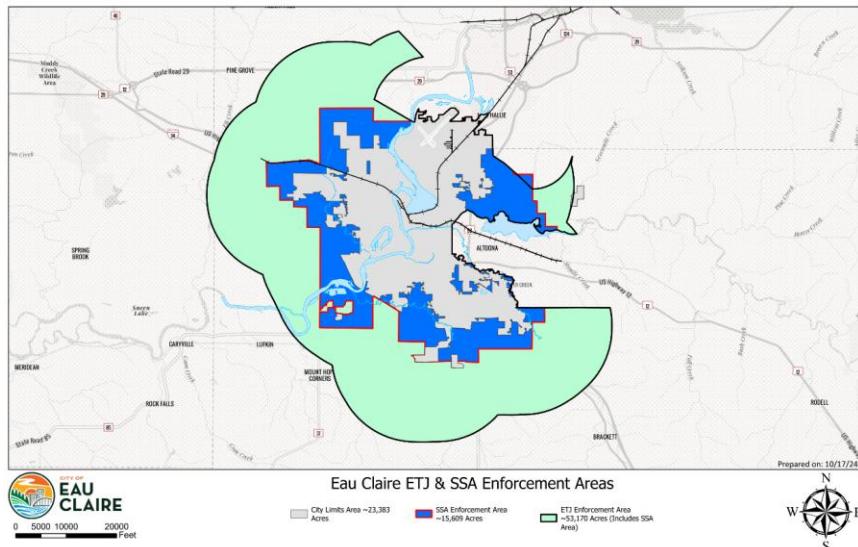


Firenze Estate preliminary plat

Intergovernmental relations

It should be remembered that the proposed village concept is in direct conflict with over a decade plus of cooperative planning and intergovernmental agreements between the Town of Washington and City of Eau Claire.

After the towns filed a lawsuit against the growing City of Eau Claire, a compromise that took several years in the making was struck in 2011. It recognized that sound planning to reserve land for urban growth and rural preservation was in the best mutual interest of all communities. This was renewed 10 years later in 2021. The agreement with all five adjacent towns laid out how land could be developed inside the 3-mile Extraterritorial Territorial Jurisdiction. It created standards inside the City's Urban Sewer Service Area (SSA) so that water and sewer extensions could be better routed and facilitated in the future. This was agreed to by the Town of Washington and sub-area planning was done together with them and the other four towns. The agreement in these areas was and is to only allow single family housing, except for cases of meeting infill criteria, on a one (1) unit per 10 acre standard. This would allow for remaining land within a plat to be protected from development until the City would annex the land and be able to cost effectively provide water and sewer for further housing subdivisions at urban densities. Another two options in the agreement allowed 1) common wastewater systems, but again for future urban re-subdividing, and for orderly and cost effective water, sewer and storm utilities; or 2) a cooperative boundary adjustment or agreement (although none have been put into place).



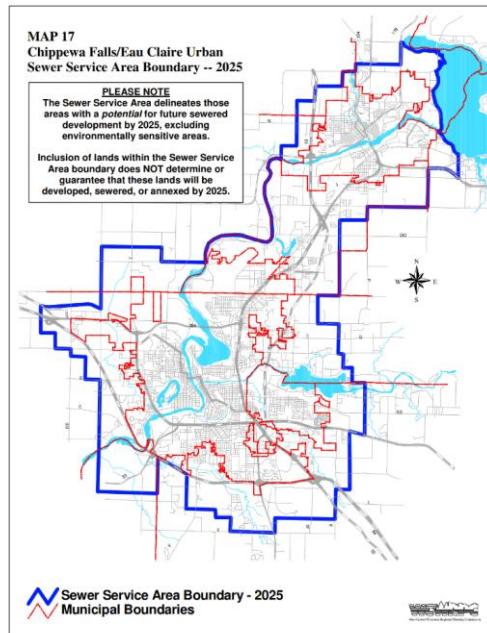
The Town and the City acknowledged in the intergovernmental agreement that the City has a legitimate role in ensuring that land within the Urban Sewer Service Area is planned and developed in a compact and urban growth pattern to facilitate its anticipated annexation and connection to City public utility systems. The Town agreed to assist the City in accomplishing this shared objective by adjusting their zoning and comprehensive plan as did the other towns and County so that all parties would be operating under the same “development playbook”. Thus, the proposed incorporation directly contradicts the years of cooperative planning for our joint futures and has impact beyond this request since growth pressure may increase in other adjacent towns. On page 62 of the submittal, the conversation leaves out information that Town of Washington agreed to the intergovernmental agreement twice over and is thus disingenuous. It states:

The exercise of ETJ by the City of Eau Claire usurps Town land use, zoning and planned development and the cohesiveness and compactness desired by local elected officials and the community. The incorporation into the Village of Washington will protect the unique character, quality, and identity experienced by residents and the community and recognized and desired by prospective landowners and businesses throughout the region.

Sewer Service Area Planning

The State’s water quality planning law helps protect the waters of the State for nondesignated areas. Per NR 121.08(2)(a) “Areawide water quality management plans for each nondesignated area shall be subject to a major review and update at least every 5 years.” The 2025 Chippewa Falls-Eau Claire SSA Plan was approved in July of 2007. Yet, the plan was only updated in 2017-2018 as a Policy Update to correct many deficiencies identified by the WCWRPC. It was undertaken to clarify definitions, policies and procedures to improve and streamline plan administration and implementation. It did not however, update changes to demographic or land use data, growth projections, or the SSA boundary.

The plan is finally in the process of being updated with a new SSA boundary but should have been done



years ago because these plans are supposed to be updated every 5 years with 20-year planning horizons to ensure responsible long-term metropolitan area planning.

Despite a June 2023 lawsuit brought by the Town of Washington, the City and developer obtained DNR approval of a revised SSA amendment in August 2023. The Town then filed a lawsuit against the DNR. In a settlement, the parties agreed to allow the development with concessions related to road improvement payments, conservation subdivisions (addendum to original Intergovernmental Agreement), a SSA boundary land swap farther to the west, and that the Town would work with the City in good faith to propose a new SSA boundary line in the upcoming water quality management plan. The Town's proposed Village breaches these terms (Settlement Agreement 12/15/23).

The current SSA plan objective states:

- Objective 1.1 By guiding future growth within the defined urban service area in an efficient and orderly manner to promote contiguous, compact, and cost-efficient development.
- Objective 2.1 By delineating environmentally sensitive areas and discouraging development in areas environmentally unsuitable for development.
- Objective 3.1 To provide sanitary sewer systems which will effectively and economically serve urban development.

Thus, the purpose of the plan is to reserve land within the SSA for future urbanization on water and sewer. Proposed incorporations that will fail to supply the needed water and sewer and density needed undermine economical or environmental advantages and is contrary to long term objectives for efficient land uses. These shared objectives were mutually agreed upon and recently reaffirmed twice with the 10 year renewal and settlement. The incorporation would sever vital urban land needed for a growing metropolitan area and this pressure will be pushed in different areas of the remaining adjacent towns, including the remnant Town of Washington. On page 130 under the environmental and land use impacts, it states in the submittal "the new Village will likely not be interested in managing itself for aggressive growth and expansion. In fact, it is expected that the new Village of Washington and the remnant Town of Washington will continue to work closely together on land use and environmental issues."

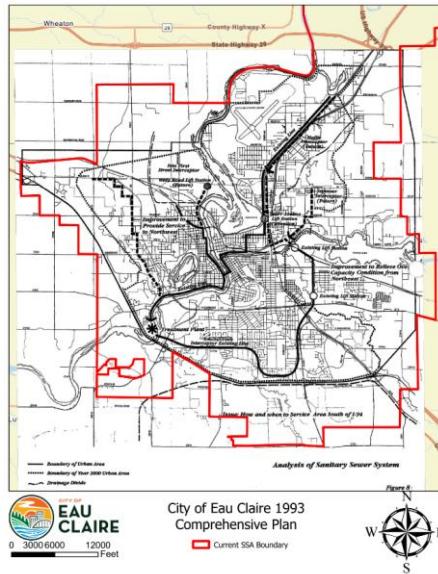
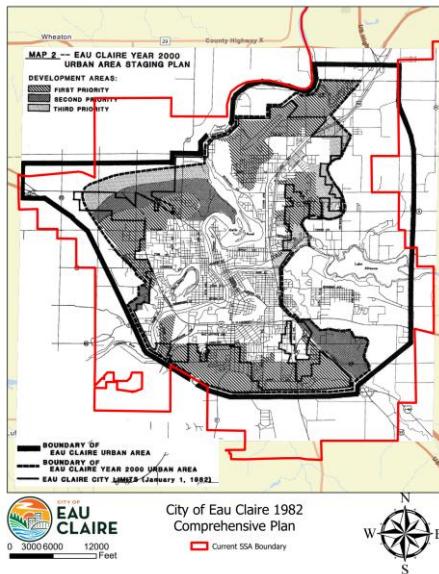
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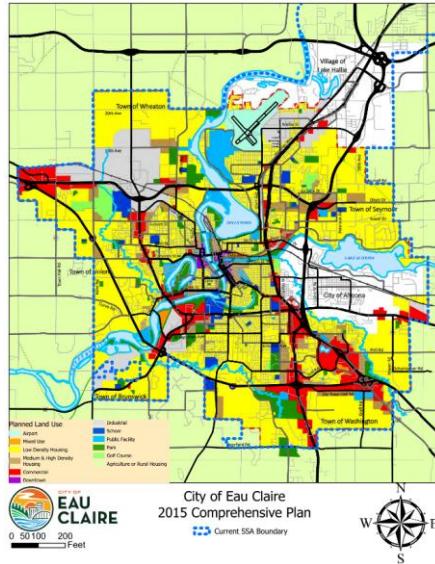
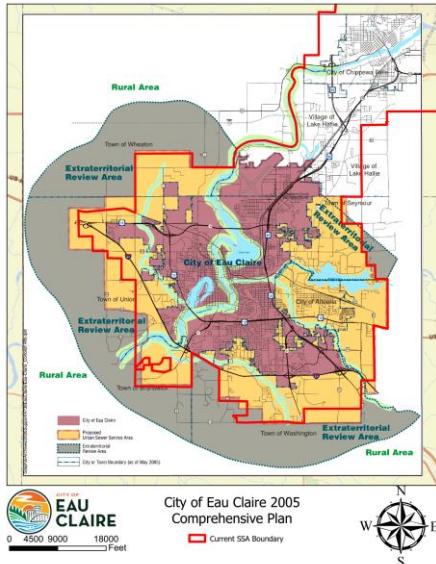
This important SSA land supply "reserve" is in very close proximity to many jobs and shopping and healthcare resources located along the southern tier of the City of Eau Claire. The area is in close proximity to regional resources and amenities like UWEC, CVTC, Oakwood Mall area, and major healthcare such as Mayo Clinic, Marshfield and Oakleaf Clinics. The Board must not approve the inefficient land use patterns that exacerbate traffic problems, road upgrades and loss of prime agriculture, that the proposed village is providing to do.

Commented [KK4]: I added the closing " but not sure if this is the correct location.

Logical planned City growth

As illustrated on below and on next page with the past 4 comprehensive plans (1982, 1993, 2005, 2015), the City has been planning for logical and orderly growth for decades. The current Urban Sewer Service Area (SSA) is superimposed on all these maps for reference. As referenced earlier, the SSA is important for the reserve future urban growth supply and to meet water quality standards using City water and sewer, rather than installing many wells and septic systems to serve development.



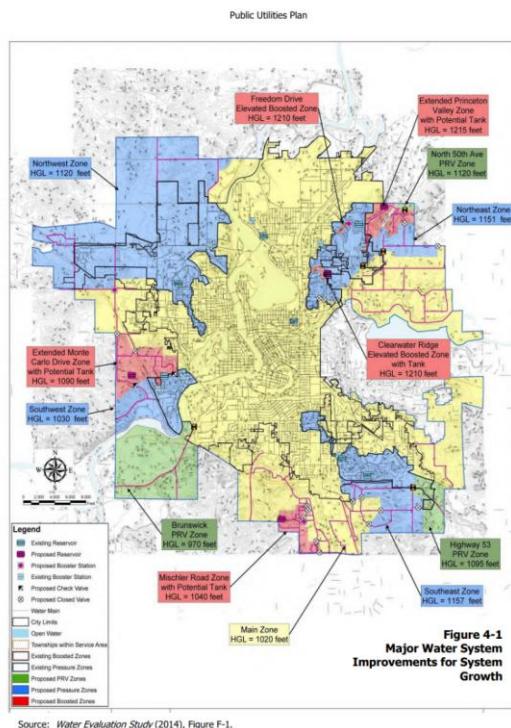


Current City Comprehensive Plan

The City of Eau Claire's 2015 Comprehensive Plan articulates several Public Utility Plans for future properties annexed from the Town of Washington and elsewhere². The following maps show how the City can efficiently serve the area for urban growth. There is sufficient capacity in the water well and storage systems to serve growth forecasted in the Sewer Service Area during the plan's 20 year planning period (2015-2035).

Public Utilities Plan Actions in the Comprehensive Plan
 implementation policies are to use/follow the utilities provisions of the joint Intergovernmental Agreements so that growth can occur mutually. The proposed Village incorporation violates this agreement which currently runs to February 2031.

We would argue per the plan that possible additional Agreements with the Towns to address growth issues would have been more effective such as using Section 66.0301, Intergovernmental Cooperation, Section 66.0305, Political Subdivision Revenue Sharing and Section 66.0307, Boundary Change Pursuant to an Approved Cooperative Plan. Also, back during the 2015 original comprehensive plan approval, the City wanted to study the need to amend the boundary of the Urban Sewer Service Area for the Chippewa Falls / Eau Claire Urban Sewer Service Plan. This boundary reexamination did not occur during the policy update (no demographics or land use were updated), but is finally happening now with the Regional Planning Commission as the lead as designated by the DNR.



City of Eau Claire

4-8

Comprehensive Plan

² City of Eau Claire 2015/2022 Comprehensive Plan
<https://www.eauclairewi.gov/home/showpublisheddocument/44785/638430876445070000>

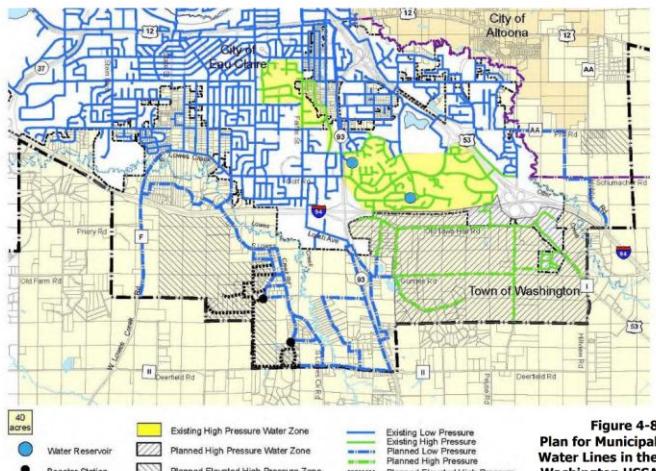


Figure 4-8
Plan for Municipal Water Lines in the Washington USSA

City of Eau Claire

4-18

Comprehensive Plan

Public Utilities Plan

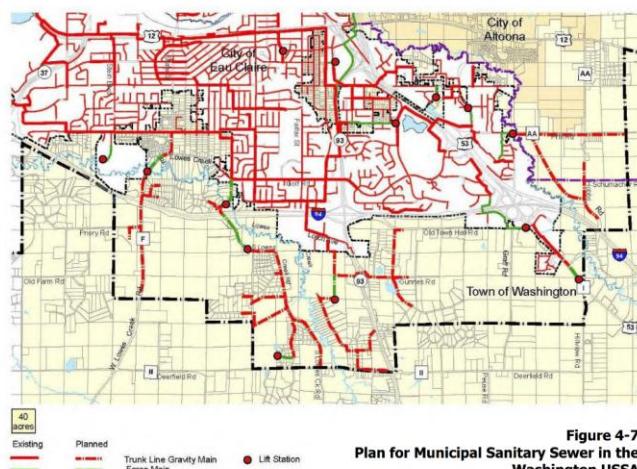


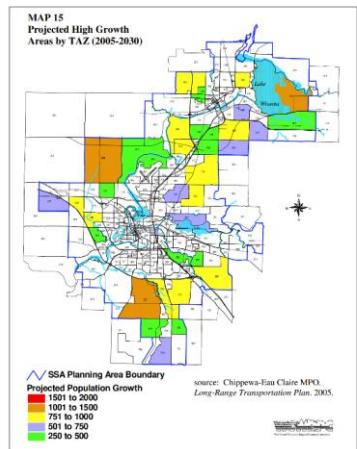
Figure 4-7
Plan for Municipal Sanitary Sewer in the Washington USSA

(2)(d) Impact on the metropolitan community.

Proposal hinders metropolitan area growth

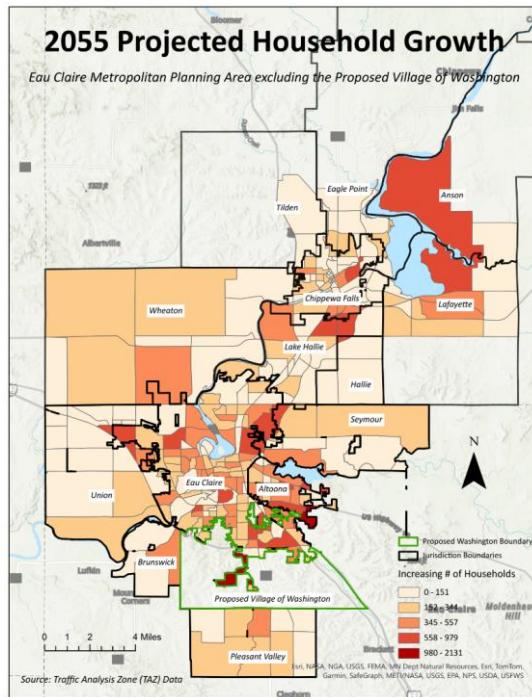
As noted in previous sections, the Urban Sewer Service Area plan is being updated currently based on future growth needs and DOA population projections. Compared below is the current planning area boundary in the SSA plan with what is being forecasted using WisDOT's Traffic Analysis Zones (TAZ) model. The 2055 growth is predicted to be strong in the southern areas of the City and Town of Washington. See the larger map for greater detail.

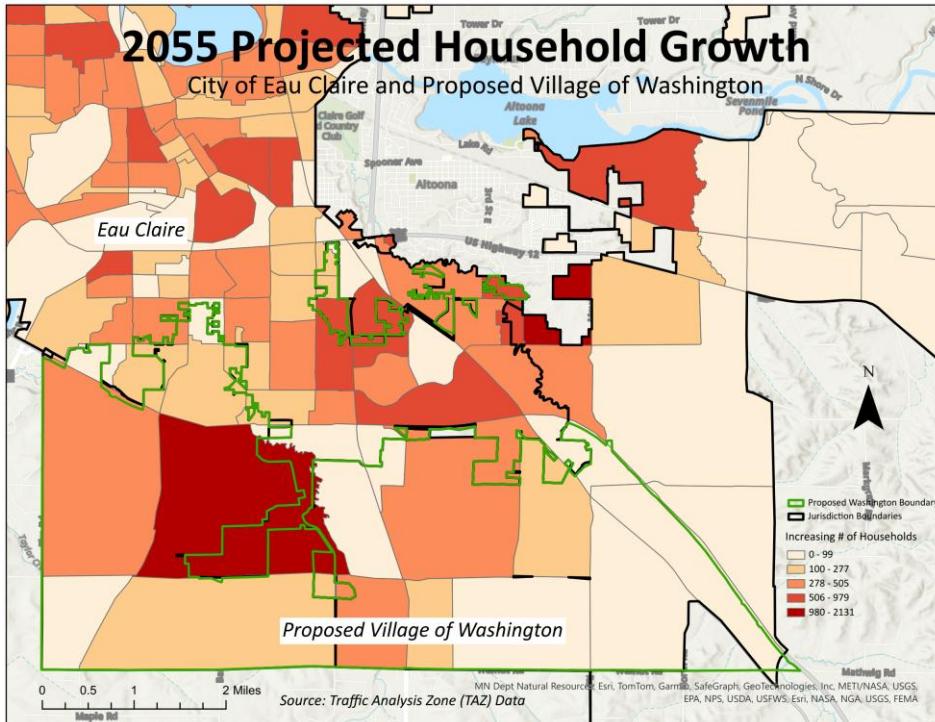
If this village proposal as submitted is advanced by the Board and approved, it will cut off urban development opportunities from the south of Eau Caire and place additional pressures on adjacent townships for city sewered growth.



Chippewa Falls/Eau Claire Urban Area Sewer Service Plan—2025

57





Annexations

As noted on the next page, private property owners have petitioned to join the City by annexation from the Town for decades. Here are a few public safety cases, where such annexations have been beneficial outside of larger subdivisions or commercial projects, since the Town does not provide sewer.

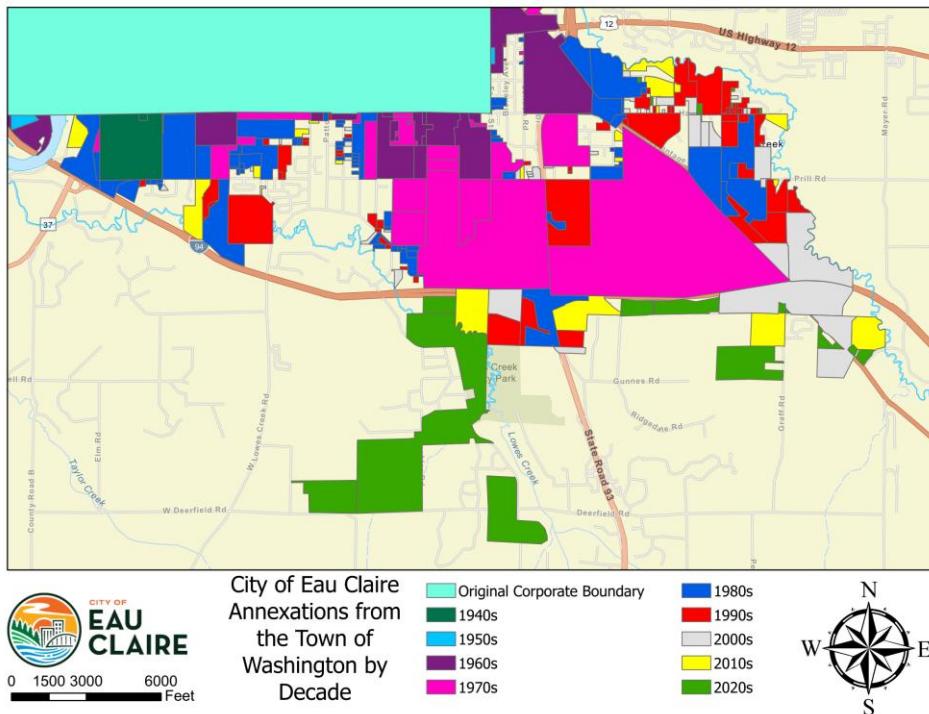
Overall annexations into the City of Eau Claire

	Annexation Since 2015										
	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	Average
Total Number	5	2	6	5	5	8	7	6	3	2	5
Total Area (acres)	45.1	1.8	95.7	41.7	93.3	105.2	106.2	310.9	440.8	62.4	120.4
Population	6	1	4	2	0	7	2	4	1	0	2
Sq. Mi. at Year End	34.34	34.34	34.49	34.55	34.7	34.86	35.02	35.51	36.19	36.25	

In April 2015, the McCallum's submitted a petition for annexation of a 122' x 297' lot with a residence from the Town of Washington to the City of Eau Claire located at 4312 E. Hamilton Avenue. There is a single-family house on the lot which experienced a failed septic system and the owners requested to annex for City sanitary sewer. Sanitary sewer and water were available within E. Hamilton Avenue.

In May 2020, the Yang's submitted a petition for annexation of +/- 0.7 acres of a single-family home located at 2929 Orange Street in the Town of Washington to the City. The property is located within the Sewer Service Area of the City. The reason for the annexation was the septic system was in the process of failing. The request was to connect to City sewer and water which is available along the street.

In November 2023, the Fischer's submitted a petition for annexation of +/- 0.5 acres located at 3131 Orange Street. The reason for the annexation was again the septic system was failing. The land was located in the Town of Washington and annexed to the City. The property is located within the Sewer Service Area.



Lessons from the past

A cautionary tale from our northern neighbor is the Village of Lake Hallie, who incorporated in 2003. Over twenty years later they are still without public sewer, but in their recent 2024

Comprehensive Plan³, Lake Hallie will seek to engage with the City of Eau Claire to see if sewer supply is possible to remove barriers to growth needs and economic development goals. A survey for the plan found 57% of respondents strongly agree or agree that they should actively pursue options for establishing a municipal sewer system. Those that did not agree were primarily concerned with increased taxes. On page 60 it states the following:

"The lack of municipal sewer is a barrier to development within the Village and was a significant item of discussion amongst the Plan Commission. The Village Plan Commission recognizes that the cities of Chippewa Falls and Eau Claire have policies that prohibit extension of sewer outside the municipal boundaries; however, the Village would like to continue having conversations with these nearby communities to explore potential intergovernmental options. The Plan Commission is also open to exploring the use of cluster septic systems but identified many challenges and limitations to the systems that need to be further explored and carefully addressed before it would agree to the use of such systems within the Village."

This problematic situation Lake Hallie finds themselves in should not be repeated with the Town of Washington. The intergovernmental agreement the City and Town of Washington have had for over 15 years has been the guide and cooperative planning mechanism for urban and rural growth. This should continue rather than a premature incorporation with no plan for public services including public water and sanitary sewer to their residents and business.

Other jurisdiction support

Appendix H in the submittal provides an intergovernmental agreement with City of Altoona and support template letters signed by Town of Brunswick, Town of Pleasant Valley, Town of Seymour, Town of Union, and Village of Lake Hallie. These paint the negative picture that the City of Eau Caire has been aggressively expanding city government, and that the village would be a benefit to the metropolitan area to "counterbalance disproportionate weight". However, as pointed out the Village of Lake Hallie, though its officials signed the support letter, is facing a problem with no sewer to grow more economic development and now wants to engage the City. The City of Altoona is a non-factor since adjacent Town of Washington is staying a town around their boundaries and seeking a pending boundary agreement. This shows favoritism working not for the metropolitan region but to single out Eau Claire. This is exclusionary planning and not the best for the metropolitan region. Urban growth pressures needing water and sewer for Altoona will become greater on areas of the Town remnant that do not become incorporated. The Township will face similar land planning problems in this area as they are with Eau Claire.

Sprawl costs everyone

³ https://lakehallie.us/wp-content/uploads/2025/08/ADOPTED_V-Lake-Hallie-Comp-Plan_2024Dec9.pdf

Bottom line, a sprawling large metropolitan village will cost more to maintain and hurt the rural character of the Town. These well and septic residential subdivisions that have been built over the last few decades in the Town mainly represent residential sprawl. They have been fueled and perpetuated by planning and zoning policies that seek to preserve the rural character but allow growth due to people wanting to live near the stronger job and business opportunity that cities like Eau Claire provide. These policies have in fact created a type of rural suburban sprawl that disrupts the natural environment and farming they supposedly seek to preserve.

Increased climate emissions

Finally, it is bad for our planet. A new study⁴ by the New Climate Economy found sprawl costs the American economy more than \$1 trillion annually. Besides increasing emissions, it raises the cost of providing infrastructure and public services by at least 10% and up to 40%. Governor Evers's Executive Order 38⁵ and the State of Wisconsin have a Clean Energy Plan⁶ to meet important global climate goals. Transportation is usually the second highest household expenditure and one of the hardest sectors to reduce greenhouse emissions. The plan found it is the second highest in Wisconsin at 27%. On page 14 it states, "[s]trategies that avoid or reduce our fossil-fuel dependence are critical to creating a clean, resilient transportation system and directly addresses climate change in Wisconsin." The map on the next page from the Center for Neighborhood Technology (CNT)⁷ demonstrates that per household emissions go up the farther away from Eau Claire. This trend is repeated almost everywhere in the nation. Allowing the Town to incorporate with more non-urban and compact development patterns farther away from the City where the jobs and resources are will exacerbate greenhouse gas emissions and traffic problems. The City of Eau Claire can better serve growth with lower overall carbon footprints per household with compact and mixed development and therefore should not be blocked from annexing land by a proposed village who does not want to take on the responsibility of supplying the proper infrastructure.

⁴ <https://newclimateeconomy.net/content/release-urban-sprawl-costs-us-economy-more-1-trillion-year>

⁵ <https://osce.wi.gov/Pages/EO38.aspx>

⁶ <https://osce.wi.gov/Documents/Clean%20Energy%20Plan%20-%20DML%20-%20Summary%20%281%29.pdf>

⁷ <https://htaindex.cnt.org/compare-greenhouse-gas/>

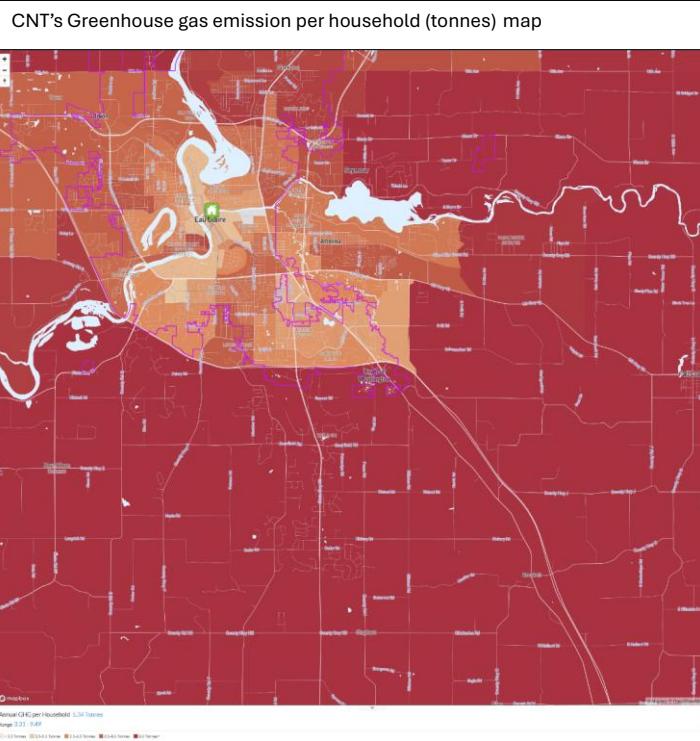


EXHIBIT G-2

MINUTES OF THE TOWN OF WASHINGTON MONTHLY TOWN BOARD MEETING May 20, 2021

Members Present: Micheal Peterson, Andrea Kott, Jane Mueller, Robert Solberg, Karen Tomesh

Staff Present: Janelle Henning, Jackie Vold

Members/Staff Absent: None

Admin. Henning made opening remarks regarding the format of a Zoom meeting.

A quorum being present, Chrm. Peterson called to order the monthly Town Board meeting of the Washington Town Board at 5:06 p.m., on Thursday, May 20, 2021, virtual meeting on Zoom.

Minutes:

Supv. Tomesh moved TO APPROVE THE MINUTES OF THE APRIL 15, 2021 TOWN BOARD MEETING. The motion was seconded by Supv. Solberg.

Aye 5 Nye 0

Minutes:

Supv. Mueller moved TO APPROVE THE MINUTES OF THE APRIL 27, 2021 TOWN ANNUAL MEETING. The motion was seconded by Supv. Solberg.

Aye 5 Nye 0

Public Hearing & Board Consideration for Rezone Request to Rezone 215 +/- Acres from A1 Exclusive Agricultural District to RH Rural Homes District. Owner(s) - LaVern Stewart and Applicant – Craig Wurzer:

Matt Michels, Senior Planner for Eau Claire County Planning & Development introduced the application with a PowerPoint presentation. A similar proposal came before the Board in January 2021. The subject property is currently zoned A1 and the Future Land Use Map designates it as Rural Transition. 90% of the nearly half million acres in Eau Claire County are designated as rural lands; this includes the County Forest. Growth areas are along corridors and major highways in proximity of Eau Claire. He reviewed the intent of the Rural Transition area from the Town's Comprehensive Plan. Currently 82% of the existing subdivisions in the Town of Washington are developed and occupied. He also reviewed the City of Eau Claire's sewer service area. Two-thirds of the Town is designated as Rural Lands for the Future Land Use. This area has been designated as residential development since the 1970s. The area does have scattered agricultural uses but is mainly residential neighborhoods. There is consistency between the County, City and Town's Plans. City density is 5x what is being proposed. He summarized the findings in favor indicating that the request substantially consistent with the Rural Transition Future Land Use of the Town's Comprehensive Plan, the density is similar to residential development in the vicinity, greater ground water protection from the community waste water treatment collection as compared to individual septic systems, open space and conservation easements and outlots, publicly assessable trail system, and Transportation Impact Analysis was reviewed and conditionally accepted by the County Highway Department. Finding against: There are other undeveloped parcels within the Rural Residential (RR) planning area that could potentially be developed prior to the subject property, which is within the Rural Transition (RT) planning area. However, most of the undeveloped RR properties lie within the City of Eau Claire Sewer Service Area and will likely be annexed prior to development to connect to city sewer and water as the Intergovernmental Agreement restricts unsewered development to 1 dwelling unit per 10 acres, which is not economically viable. Staff recommends approval as outlined in their Staff Report.

Mark Erickson, Project Engineer reviewed the changes made: Honey Crisp Court does not intersect with Deerfield Road, public pathways added, relocated Lot 116, community waste water treatment system would service all lots in the subdivision with the exception of Lots 83-86, and 116-117. The proposal meets all the traffic requirements with room for growth. He shared the various aspects of the subdivision.

Paul Holzinger, developing partner of Orchard Hills shared some history of the area. Indicated that they use the Future Land Use Maps when identifying lands for potential development. They measure the need based on demand and there is currently a shortage of available housing. The proposed plan of 235 acres with 117 home sites; if it was changed to a 5 acres minimum lot size it would require 585 acres of land for the same amount of homes. It conforms to the County's Plan and is designed by experts.

Michael May, Traffic Engineer reviewed some of the improvements that have been made to intersections and speed limits.

Tony Birrittieri, Wastewater System Designer stated they have worked with the County and the State. The design meets and exceeds the requirements at all levels of government. Community waterwater systems have advanced technology that treats the wastewater in the tanks and clean water is placed back into the aquifer; no potential for drain fields to fail. Three sites as opposed to 112 different sites. This approach is a better way to handle the water, more environmentally friendly, and allows for better management and oversight of the systems with 24 hour management.

Admin. Henning indicated that as of 3:00 p.m. today the office had received 17 letters in opposition which were distributed to the Town Board for their review.

Chrm. Peterson opened the public hearing.

Michael O'Meara, 5115 Mischler Drive – spoke in opposition; concerned about the wastewater system. LaVerne Stewart, land owner and applicant – shared a brief history of the area and land and spoke in favor of the development.

Brian Binczak, 1815 Susan Drive – spokesman for the neighborhood shared a 15 minute presentation. Indicated over 300 people have signed a petition opposing the development. Main concerns: safety, incomplete proposal, high density development, and environmental impacts.

10 minute recess

Leslie Foster, 1515 Deerfield Road – spoke in opposition.

Marc Hagel, 1129 Rainetta Drive – spoke in opposition stating water concerns.

Brad Grewe, 1270 Deerfield Road – spoke in opposition; stated most people who signed the petition are not against developing the land but against this development proposal; water and traffic concerns.

Douglas Radke, 1118 Kathryn Drive – spoke in opposition; ground water concerns.

Bridget Coit, 1811 Susan Drive – spoke in opposition; safety and traffic concerns.

Cynthia Hunt, 2125 Andrew Drive – spoke in opposition; plan poorly conceived and too large.

Drew Brandenburg, 5505 Woodcrest Highlands – spoke in opposition; plan has not changed since last public hearing, Chippewa Valley Home Builders is not supporting it.

Leslie Duffy, 5440 Woodcrest Highlands – spoke in opposition; concerns regarding community septic system.

Tina Ball, 5999 Cater Road – spoke in opposition; traffic concerns, size of development.

Brad Flores, 1109 Rainetta Drive – spoke in opposition; concerns with setbacks and buildable area on lots.

Peter Caraher, 6360 Whitetail Drive – spoke in opposition; concerns with density and traffic.

Barbara Page, 5472 Woodcrest Highlands – spoke in opposition; concerns with safety and rural character.

Adam Resnick, 5802 Inwood Drive – spoke in opposition; traffic concerns - school and wetland impact.

Nathan Kent, 2335 Trillium Drive – spoke in opposition; agree with concerns of neighborhood.

Joy Schumacher, 509 Deerfield Road – spoke in opposition; concerns with water quality and traffic.

Matthew O'Meara, 1121 Kathryn Drive – spoke in opposition; safety, water, and septic concerns.

Thomas Hunt, 2125 Andrew Drive – spoke in opposition; wants a fiscal impact analysis done and concerned with policing and fire services.

Glenn Reynolds, 5535 Mischler Road – spoke in opposition; concerned with a development that is not rural in character and traffic.

Kevin Anason, 1128 Rainetta Drive – spoke in opposition; same concerns as other neighbors and wildlife.

Chrm. Peterson closed the public hearing.

Matt Michels noted that the Town Comprehensive Plan was updated in 2018 and the County Plan in 2020.

Janelle Hestekin, Engineer Supervisor with Eau Claire County Highway Department shared that the Highway Department is looking at potential improvements to the roads and site distance in this area at their June 17 meeting.

Michael May, Traffic Engineer indicated the traffic study was done per County's request. 3 hours of morning and 3 hours of evening data is industry standard from the WI Department of Transportation. The traffic counts were increased above the COVID count by a 45% increase and show the infrastructure can handle the traffic. Improvements to Mischler and Deerfield intersection will increase the safety to this intersection. Played a short animated video of traffic analysis for existing and future on Mischler and Deerfield.

Tony Birrittieri spoke of the safety and management of the community wastewater system. They meet and many times exceed standards at the State and Federal level in the design and maintenance of the systems. Over 30 years in Wisconsin with over 40 locations; this is not new technology. With a individual septic system drain fields are what typically fail.

Town Board asked several questions of County Staff, developers and experts.

Mark Erickson spoke regarding buildable area on lots.

Rod Eslinger, Director of Planning & Development indicated this hearing is to rezone the property and whether changing it from Agricultural to Residential is appropriate and if it fits with the Town Plan. The second hearing is for the development itself, preliminary plat, storm water, etc. The rezoning of the property could be approved without approval of the Conditional Use Permit.

Sharon Masek, Hydro geologist indicated majority of the water movement will be down not sideways. There is no connection to the wastewater system and wells going dry. Wells very seldom go dry, huge water users (million gallons a day) located nearby may cause a well to go dry. Private wells will not significantly lower the water tables.

Mark Erickson stated the first phase would incorporate Stewart Farm Drive and a portion of Cortland Way; which would be 41 homes connect to one of the community wastewater systems.

Michael May, Traffic Engineer stated the traffic analysis followed all industry standards; looking at 24 hour data is not typical.

Town Board members spoke regarding analyzing all materials and reviewing all correspondence from residents.

Supv. Solberg moved TO APPROVE REZONING 215 +/- ACRES FROM A1 EXCLUSIVE AGRICULTURAL DISTRICT TO RH RURAL HOMES DISTRICT. OWNER(S) – LAVERNE STEWART AND APPLICANT – CRAIG WURZER. The motion was seconded by Supv. Tomesh.

Aye 4 Nye 1

10 minute recess.

Public Hearing & Board Consideration for a Conditional Use Permit Request for a 125 Lot Planned Unit Development to Create the Plat of Orchard Hills. Owner(s) - LaVern Stewart and Applicant – Craig Wurzer:

Jared Grande, Land Use Manager, Planning & Development introduced the application with a PowerPoint presentation. He reviewed the conditions outlined in the County Code, the County process and the various impacts including traffic, wetlands, setbacks, storm water, trail systems, covenants, etc. A wetland delineation was done by an assured wetland delineator. He reviewed some discrepancies that need to be clarified: timeframe of build out phases, trail systems, storm water outlots, and environmentally sensitive areas. The Town's role is a recommendation that goes forward to the Committee meeting at Planning & Development for the Conditional Use Permit. Staff recommends

approval of the Conditional Use Permit with the conditions outlined in their report.

Town Board members asked several questions of County Staff.

Mark Erickson indicated the trail system would be public and the developers would make all the changes to the conditions outlined in the Staff Report.

Chrm. Peterson opened the public hearing.

Paul Holzinger indicated the setbacks are measured from the right-of-way line which is typically 33 ft. from the center line of the road not from the road edge. Homes would be a minimum of 50 to 52 feet from the road edge.

Tina Ball, 5999 Cater Road – spoke in opposition; the use of property would be injurious to her property. Drew Brandenburg, 5505 Woodcrest Highlands – spoke in opposition; same concerns as expressed previously.

Leslie Duffy, 5440 Woodcrest Highlands – spoke in opposition; questions about trails.

Cynthia Hunt, 2125 Andrew Drive – spoke in opposition; is not a good fit for the Town.

Brad Flores, 1109 Rainetta Drive – spoke in opposition; disagrees with the number of lots.

Matthew O'Meara, 1121 Kathryn Drive – spoke in opposition; land overpriced and impact on schools.

Mariena Kent, 2335 Trillium Drive – spoke in opposition; too many homes.

Thomas Hunt, 2125 Andrew Drive – spoke in opposition; fiscal impact needs to be considered.

Brian Binczak, 1815 Susan Drive – spoke in opposition; same concerns as outlined previously.

Chrm. Peterson closed the public hearing.

Mark Erickson indicated the trail system will not be within the setbacks. The neighborhood wants 5 acre lots which is not consistent with what the requirements allow.

Town Board asked several questions of County Staff and shared concerns about areas that have yet to be answered by the developer.

Admin. Henning indicated that the updated trail system was just provided today by the applicant and has not been evaluated by the Town or County. The storm water system is taken over in 5 years by the Town and it would be prudent to know in advance what that is; these components are significant in nature that need to be reviewed. She outlined additional conditions that need to be amended in the Staff Report.

Town Board discusses whether to table the request or not.

Supv. Tomesh moved TO TABLE THE CONDITIONAL USE PERMIT REQUEST FOR THE ORCHARD HILLS SUBDIVISION UNTIL JUNE 17 DUE TO INSUFFICIENT INFORMATION AND THE NEED FOR THE DEVELOPER TO PROVIDE ADDITIONAL INFORMATION AS OUTLINED IN THE AMENDED CONDITIONS AS IT RELATES TO STORM WATER MANAGEMENT, A PUBLIC TRAIL SYSTEM, THE MAINTENANCE AND MANAGEMENT OF OUTLOTS, AND THE SCHEDULE OF THE THREE PHASES OF THE DEVELOPMENT. The motion was seconded by Supv. Solberg.

Aye 5 Nye 0

Chrm. Peterson made a statement regarding the threatening tone of many of the letters from residents and asked for a more civil discourse.

The April 2021 Financial Statement was reviewed.

Checks:

Supv. Tomesh moved TO APPROVE CHECKS PR0421-01 THROUGH #029214 FOR \$130,502.37. The motion was seconded by Supv. Solberg.

Aye 5 Nye 0

Licenses:

Supv. Mueller moved TO APPROVE THE CHANGE OF AGENT, KATHERINE BITNEY AT KWIK TRIP AND THE BARTENDER LICENSES FOR BRIELLE E. MCKILLIP AND ALEXUS AICHELE. The motion was seconded by Supv. Solberg.

Aye 5 Nye 0

Ordinance 2021-05-20: Continuation of Business:

Deputy Clerk, Jackie Vold indicated this ordinance allows the Town to require a “Class B” liquor license holder to relinquish their license if they lose their premise and allows a new applicant to be in business a minimum amount of hours per day and 3 months within a 12 month period.

Chrm. Peterson moved TO APPROVE ORDINANCE 2021-05-20: CONTINUATION OF BUSINESS. The motion was seconded by Supv. Tomesh.

Aye 5 Nye 0

Ordinance 2021-05-20B: “Class B” Liquor License With Sale for Off Premise Consumption:

Deputy Clerk, Jackie Vold indicated this ordinance allows “Class B” liquor license holders to sell liquor in original package with to go orders for off premise consumption.

Supv. Tomesh moved TO APPROVE ORDINANCE 2021-05-20B: “CLASS B” LIQUOR LICENSE WITH SALE FOR OFF PREMISE CONSUMPTION. The motion was seconded by Supv. Mueller.

Aye 5 Nye 0

Ordinance 2021-05-20C: Requiring Payment of Local Claims as Condition of Obtaining or Renewing Town Issued Licenses:

Deputy Clerk, Jackie Vold indicated this cleans up the language of our existing ordinance.

Supv. Solberg moved TO APPROVE ORDINANCE 2021-05-20C: REQUIRING PAYMENT OF LOCAL CLAIMS AS CONDITION OF OBTAINING OR RENEWING TOWN ISSUED LICENSES: The motion was seconded by Supv. Tomesh.

Aye 5 Nye 0

Administrator’s Report:

The Road Department are prepping roads for chip seal. The Road Crew does have one employee out and Admin. Henning has been assisting on current projects. Prill Road, North Road, and Mayer Road are those being prepped.

Cemetery grounds and maintenance are busy with spring preparations along with the office with lot sales and burials.

Advertised for the Seasonal Roadway Worker for June 1-August 31 in addition to summer help for the cemetery. Applications are being reviewed and interviews will be conducted soon.

Reviewed many documents in regards to the Rezone and CUP applications.

1 letter for driveway installation without permit on Kern.

1 letter for boat in the yard on E. Hamilton.

Chairman’s Report:

Commended the office staff for the work.

Fire Board Update – new dispatcher taking over, fixing up the duplex on Horlacher to be rented.

Supervisor’s Report:

Supv. Tomesh appreciated all the residents taking time to share with the Board; many could have been more civil.

Supv. Mueller believes in public input but as a former Social Studies teacher wished they understood the process better.

Supv. Kott believes the residents did a lot of research and many were upset but rightly so.

Citizens Input:

None

Future Zoning Requests:

None

Items for Next Meeting's Agenda:

None

Adjournment:

Supv. Tomesh moved TO ADJOURN. The meeting adjourned at 10:26 p.m.

THE NEXT TOWN BOARD MEETING WILL BE ON JUNE 17, 2021
AT 5:00 P.M. AT THE TOWN MUNICIPAL BUILDING,
5750 OLD TOWN HALL ROAD, EAU CLAIRE

Jackie Vold

Deputy Clerk/Administrative Assistant

Attendance: Rod Eslinger, Matt Michels, Jared Grande, Ben Bublitz, Liz Fagen, Janelle Hestekin, Elizabeth Paulson, Mark Erickson, Paul Holzinger, Craig Wurzer, LaVerne Stewart, Damian Prince, Grady Wold, Michael May, Tony Birrittieri, Sharon Masek, Keven Olson, Jim Engelhardt, Jeff Stockburger, Brian Binczak, Michael O'Meara, Leslie Foster, Marc Hagel, B. Grewe, Douglas Radke, Bridget Coit, Cynthia Hunt, Drew Brandenburg, Leslie Duffy, Tina Ball, Brad Flores, Peter Caraher, Barbara Page, Adam Resnick, Mariena Kent, Joy Schumacher, Matthew O'Meara, Thomas Hunt, Glenn Reynolds, Kevin Anason, plus 35 others

MINUTES OF THE TOWN OF WASHINGTON MONTHLY TOWN BOARD MEETING
February 17, 2022

Members Present: Micheal Peterson, Robert Solberg, Karen Tomesh

Staff Present: Janelle Henning, Jackie Vold

Members/Staff Absent: Andrea Kott, Jane Mueller

A quorum being present, Chrm. Peterson called to order the monthly Town Board meeting of the Washington Town Board at 5:00p.m., on Thursday, February 17, 2022, at the Chippewa Valley Technical College, 620 W Clairemont Ave., Eau Claire in the Casper Room 103 A & B.

Minutes:

Supv. Tomesh moved TO APPROVE THE MINUTES OF THE JANUARY 20, 2022 TOWN BOARD MEETING. The motion was seconded by Supv. Solberg.

Aye 3 Nye 0

Public Hearing & Board Consideration for a Rezone Request from Laverne Stewart, Owner and Craig Wurzer, Applicant to Rezone 215.2 acres +/- from A1 Exclusive Agricultural District to RH Rural Homes District at the Northwest Corner of Mischler Road and Deerfield Road, Town of Washington:

Matt Michels, Senior Planner for Eau Claire County Planning & Development introduced the application. He reviewed the process for a rezone request. The County reviews the existing zoning in the area: north and east are rural subdivisions, south and west are rural. In both the County and Town Comprehensive Plans this area is designated as rural transition. Currently over 75% of lots within existing improved residential subdivisions in the Town are developed and occupied. Rural ag lands make up about 65% of the Town; just under one-third of the Town has been planned for some form of non-farm development. The City of Eau Claire's extraterritorial jurisdiction (sewer service area) is just north of this proposed development. The density for Rural Homes in the Town is one-sixth of what would be considered low density in the City of Eau Claire. Staff recommends approval based on their findings as outlined in their Staff Report.

Paul Holzinger a member of the development group presented their plan. He indicated their team has met with neighbors and that they have made changes to their plan eliminating some of the objections of the neighboring property owners. He shared statistics regarding the need for single family housing at all price ranges in our area. The rezoning would conform to neighboring subdivisions and the Town and County Comprehensive Plans. He reviewed the Town survey results of Town residents from 2018 that are included in the Town Comprehensive Plan. They are proposing an average lot size of 2.2 acres, with some larger than 4 acres, and many around 1 acre. The proposal will reflect the rural character of the Town and similar to the developed areas currently in the Town; and less dense than the developed areas immediately to the north and northeast of this property. This property has been designated as an area for development for over 40 years by the Town and County; with an update in 2018.

Brian Binczak 1815 Susan Drive - presented for the neighbors. The opposition is mainly to the concept of the rezoning request. Over 300 people signed a petition in opposition to the development. He summarized their opposition with safety due to increased traffic, only one major collector road coming out of the development, environmental concerns with individual wells and septic systems and its impact on the aquifer, poor site distances, blind intersections, narrow roads, density of the proposal and the topography of the land. He reviewed four developments: Hillcrest Estates II and Timber Bluff in the City of Altoona and Trillium and Trilogy in the Town of Washington with little opposition which are all located near highways on mostly flat land.

Chrm. Peterson opened the public hearing.

LaVern Stewart, applicant of the proposal spoke in favor. He bought the property in 1971 and has lived there for over 50 years. Spoke of surrounding developments that he was a part of that are similar to this proposal and that has been designated for development for many years.

Scott Rogers, Vice-President of Government Affairs with the Eau Claire Area Chamber of Commerce spoke in favor. The most significant challenges to our local economy are workforce development and housing supply. Planning at the County and Town level have long identified these parcels for housing development. This is an opportunity to address the housing supply.

Grady Wold, owner of Trend Stones and a member of the development team spoke in favor. In the 43 years he has lived in the area there has been a lot of growth.

Pat Smith, current President of the Chippewa Valley Homeowners Association spoke in favor. The proposal follows the County and Town Comprehensive Plans which is a guideline that builders and engineers use when designing these developments. Demand for housing in the Chippewa Valley is at an all time high.

Mark Erickson, Real Land Surveying spoke in favor. There are many layers to this process to ensure a healthy, sustainable, and safe development to occur.

Bruce King, Government Affairs Director for the Realtors Association of Northwestern Wisconsin spoke in favor. He spoke of the critical need for housing at all price points and that this development would help with that need.

Mike O'Meara, 5115 Mischler Road spoke in opposition. He has lived in the Town for 46 years. He spoke of the increased traffic and the use of neighborhood roads north of the development and not Deerfield Road. Stated the land is an environmentally sensitive area.

Glenn Reynolds, 5335 Mischler Road spoke in opposition. The proposal has very non-rural lots with 100 ft. width. Drainage is an issue and increased traffic.

Tina Ball, 5999 Cater Road spoke in opposition. There would be significant impacts to her land with a road developed adjacent to the south end of her property. Development needs to look at safe access and what should be permitted. The roads are not capable of the traffic impact.

Cynthia Hunt, 2125 Andrew Drive spoke in opposition. Lived in the Town for 20 years. Spoke of only one incident in the past three years where the Town Board tabled a request and the need for firefighters. Indicated the impact on water, septic systems, safety, and our rural infrastructure. Stated that Chrm. Peterson indicated at the last Board meeting that he would not support a large development with individual septic systems.

Chrm. Peterson closed the public hearing.

Chrm. Peterson stated that he stands by his statement that a community septic system will need to be a part of this development. The Town needs to grow to survive, through annexations we have lost large parcels of land to the cities of Eau Claire and Altoona with more annexations being proposed. We have very limited areas where we can develop properties. Our Comprehensive Plan has planned to develop this area; it was updated in 2018 with public hearings that were not attended by area residents. The County Highway Department is looking at improvements for the intersections on Deerfield Road.

Supv. Solberg stated that he is a part of the Town Plan Commission and was a part of the update to the Comprehensive Plan in 2018. This has been designated as rural transition for decades and meets the requirements of our plan. It is near other developments and we do not want to add to rural sprawl. Supv. Tomesh stated that when looking at rezoning matters we need to look at our Comprehensive Plan which is an ordinance that we are required to follow. There are additional hearings and permitting processes related to what the plat would look like, how many homes would be allowed, wetlands, working with the DNR, etc.

Chrm. Peterson spoke of the community septic system in Trilogy.

Supv. Solberg moved TO APPROVE THE REZONE REQUEST FROM LAVERNE STEWART, OWNER AND CRAIG WURZER, APPLICANT TO REZONE 215.2 ACRES +/- FROM A1 EXCLUSIVE AGRICULTURAL DISTRICT TO RH RURAL HOMES DISTRICT AT THE NORTHWEST CORNER OF MISCHLER ROAD AND DEERFIELD ROAD, TOWN OF WASHINGTON. The motion was seconded by Supv. Tomesh.

The January 2022 Financial Statement was reviewed.

Checks:

Supv. Tomesh moved TO APPROVE CHECKS 029612 THROUGH #029694 FOR \$214,752.44. The motion was seconded by Supv. Solberg.

Aye 3 Nye 0

Licenses:

Supv. Tomesh moved TO APPROVE THE BARTENDER LICENSES FOR JADA L. BARDEN, CATHERINE E. CHUDAKOFF, CONNOR J. LINSMEYER, AND KATHERINE L. TOPDAHL. The motion was seconded by Supv. Solberg.

Aye 3 Nye 0

Development Agreement for Cliff Properties West:

Admin. Henning indicated that this is the agreement for the property just south of Trilogy. It binds financial assurance to the development of the infrastructure for the development.

Supv. Solberg moved TO APPROVE THE DEVELOPMENT AGREEMENT FOR CLIFF PROPERTIES WEST. The motion was seconded by Supv. Tomesh.

Aye 3 Nye 0

Resolution 2022-02-17 for Broadband Expansion Grant Application Public/Private Partnership Agreement:

Admin. Henning reported that this resolution addresses serving the remainder of the Town that is unserved or underserved for broadband. The Town is working on our application for the PSC Grant. This resolution speaks to the grant application and the amount the Town would commit to the project that would be matched by the County. Charter Communication is contributing 72% of the total cost. Supv. Tomesh moved TO APPROVE RESOLUTION 2022-02-17 FOR BROADBAND EXPANSION GRANT APPLICATION PUBLIC/PRIVATE PARTNERSHIP AGREEMENT. The motion was seconded by Supv. Solberg.

Aye 3 Nye 0

Ordinance 2022-02-17 to Establish Temporary Moratorium on Development of Wind Energy Systems:

Admin. Henning indicated the ordinance would extend the moratorium on applications of wind energy systems in the Town. It would expire on July 15, 2022 or until Eau Claire County adopts their zoning regulations that would regulate wind energy systems.

Supv. Solberg moved TO APPROVE ORDINANCE 2022-02-17 TO ESABLISH TEMPORARY MORATORIUM ON DEVELOPMENT OF WIND ENERGY SYSTEMS. The motion was seconded by Supv. Tomesh.

Aye 3 Nye 0

Assigned Fund Transfers – 2021 Year End Transactions and 2022 Reserve Funding:

Admin. Henning reported on the typical year end transfers (see attached).

Supv. Tomesh moved TO APPROVE THE 2021 YEAR END ASSIGNED FUND TRANSFERS OF \$42,706.00. The motion was seconded by Supv. Solberg.

Aye 3 Nye 0

Supv. Solberg moved TO APPROVE THE 2022 RESERVE FUNDING OF \$80,500.00. The motion was seconded by Supv. Tomesh.

Aye 3 Nye 0

2021 Budget Amendment:

Admin. Henning stated the amendment is an in and out for what was received from the State for fire and what was paid out to reflect the revenue that came in and what we paid the Fire Department. Supv. Tomesh moved TO APPROVE THE 2021 BUDGET AMENDMENT. The motion was seconded by Supv. Solberg.

Aye 3 Nye 0

Administrator's Report:

Tuesday, February 15 we held the Spring Primary Election – 500 votes were cast of those 108 were absentee ballots. The day went well.

Working with Matt Gundry, CBS Squared on getting our 2022 engineering specs for our road projects. Anticipating them to be advertized March 3 with the bid openings on March 17.

Chairman's Report:

Received calls regarding the detour on E. Hamilton due to a water main break repair. Fire Board meeting on equipment and costs.

Supervisor's Report:

Supv. Tomesh gave update on Plan Commission meeting held on February 9; informational meeting regarding potential wind energy farm and the process. Encouraged residents to seek counsel before signing an easement for a wind farm.

Citizens Input:

Glenn Reynolds spoke about the surveys by the residents and the developers for Orchard Hills. Complimented the Board on their conduct during the public hearing. For the good of the earth lots should be small.

Future Zoning Requests:

None

Items for Next Meeting's Agenda:

None

Adjournment:

Supv. Tomesh moved TO ADJOURN. The meeting adjourned at 6:43 p.m.

THE NEXT TOWN BOARD MEETING WILL BE ON MARCH 17, 2022
AT 5:00 P.M. AT THE TOWN MUNICIPAL BUILDING,
5750 OLD TOWN HALL ROAD, EAU CLAIRE

Jackie Vold
Deputy Clerk/Administrative Assistant

Attendance: Paul Holzinger, Damian Prince, Mark Erickson, Peter Caraher, Grady Wold, Brian Binczak, Bruce King, Douglas Radke, Barbara Radke, Roland Hicks, Brad Flores, LaVern Stewart, Glenn Reynolds, Karen Havholm, Tina Ball, Lance Basting, Sean Bohan, Pat Smith, Deb Zehms, Keith Zehms, Chris Wells, Jodi Dahlgren, Douglas Reace, Scott Rogers, Leslie Duffy, Adam Duffy, Thomas Hunt, Cynthia Hunt, Todd Teske, Barb Schmitt, Tom Schmitt, Jessica Murphy, Lee Schlaais, Ann Steinbrecher, Dan Steinbrecher, Judy Hayden, Leslie Foster, Dory Bergman?, Bob Boone, Brian Herbison, Matthew O'Meara, Jack Bushnell, Mike O'Meara, Ann Geary, Mariena Kent, Kathryn Ruben Bareis, Gary Hayden, Jim Embke, Adam Resnick, Jenny Shaddock, Todd Pickett, Drew Brandenburg, Kirsten Resnick, Kathryn Roberts

EXHIBIT H

Economic and Community Impacts—Town of Washington Incorporation

The City of Eau Claire has been identified by the Dept. of Administration as the fastest growing community outside of Madison, and is projected to move up to the 5th largest city in the state by 2030. A recent regional housing study tells us we need housing with affordability for all income levels. There is demand for housing and business start-ups in the City, supported by the full array of municipal services, in all regions of our community, downtown, on our north side, along CTH T, and on the southside in areas included within the petition. These are areas long planned for greater density urban growth supported by municipal services and in the City. Landowners have planned and made investments based on those public planning documents as has the City to meet our community needs and to be prepared for annexation and development when private landowners are too. Local government services, including utilities, but also professional Fire, Police, Streets, Parks, Trail connections, and the staff to maintain, serve and protect are all needed to support private development that builds homes and creates jobs.

We are all in this together, we are one community and viewed as one market by local, regional and national developers. The Town of Washington of course has nice neighborhoods and good small businesses and employers, they are our neighbors and fellow residents. The petition, however, forwards a limited vision for what is a small segment of the demand and need for housing and business start-ups and expansions. Limited services without water and sewer on large lots is a small part of the demand and affordability picture for housing and business need in our community. This is reflected in the Town being one of the slowest growing communities in the Eau Claire metro area according to Department of Administration statistics recently issued mid-decade. Its population is relatively flat and home starts are low even compared to the narrow rural large lot and high cost market the petition states it plans to focus on. Far more of that growth occurs elsewhere in our broader community, notably further to the south in the Town of Pleasant Valley. This is an area well beyond the planned sewer service area in which this type of development is more appropriate and the market agrees. But even should that trend reverse it is not nearly sufficient to develop the vast rural agricultural and undeveloped semi-rural areas included in the petition within a 3 or even 30-year timeframe.

By far the greater need and demand I and our City, county and regional economic development teams hear about is land in or near the City that has available utilities and municipal services to support more housing units and businesses. This doesn't mean that all areas will look like downtown Eau Claire apartment density, but more will look like Oakwood Hills, Jeffers Park, Mitcher Park, or Timber Bluff. Great neighborhoods, greater neighbors, that occupied quickly and remain in high demand because they meet the needs of homeowners and our community to build at a variety of market rates, at modest but higher density than greater community and provides connection and proximity to jobs, entertainment, parks, and schools all or most of which are in or on the edge or within intermixed town islands of the City. The much stronger growth trends and demands on the housing and business sides are for projects in the City with available municipal services. Infill growth potential is limited following decades of downtown redevelopment in Eau Claire. To meet needs of all the residents of our growing community, landowners in area have long anticipated a more urban development need to retain that ability.

The City of Eau Claire for years has served as the employment, healthcare, retail, and educational hub for the Chippewa Valley. Growth in the job and housing sectors allows the City of Eau Claire to expand municipal services that are relied on by the Chippewa Valley. This urban scale growth has been anticipated and planned

for decades through City utility extensions, annexations, the Sewer Service Area, and Intergovernmental Agreements with townships, including Town of Washington. In contrast, the Petition does not plan or sufficiently budget for municipal services and have indicated they do not intend to do so after incorporation.

The City of Eau Claire is growing as an inclusive, welcoming community that provides for home ownership opportunities, business creation opportunities, and job opportunities for all residents. In contrast, the Petition self identifies itself as a wealthy area of predominately white semi-rural residents and envisions its growth as continuing in this narrow market. This is not even representative of the diversity of residents and housing types within the Town, discounting the nearly 50% of population and well more than that if businesses existing in isolated town islands north of I-94. But it is also not in the best interests of our community and the local solutions to meet resident and market needs for broad based housing, business development and job creation. There is demand for semi-rural housing options and that is fine, but that demand is limited and has moved to other areas of the community. A review of not only the petitions stated housing permits but the age of housing stock indicates demand peaked several decades ago with most homes built in the 70's, 80' and 90's in the Town. Only 1% of homes in the Town were built in the past 5 years.

The following are some specific examples of how the incorporation would stifle economic and community growth in this area:

- Communities such as Eau Claire make use of municipal funded programs to help grow their commercial district thru loans and grants to start-ups and expanding businesses. The City of Eau Claire manages a loan fund that has provided over \$15 million dollars to new and growing businesses since its inception. The Town of Washington does not have the capacity to offer these types of programs after incorporation and has not indicated an intent to do so.
- London Road business and residential neighborhood is partially in the City and partially in an isolated town island petitioned for incorporation. The City of Eau Claire Revolving Loan program has received regular inquiries about assistance for new and growing businesses in this region of the Town, only to have to inform them that they do not qualify based on their location in the Town of Washington.
 - This isolated island surrounded by the City of Eau Claire and on Eau Claire City Services (along with a similar island north of I-94 along CTH F) is the location for 38% of the businesses attributed to the Town of Washington , including 81% of their restaurants and a majority of their retail space.

Another area that highlights the difference between a growing community that provides access to municipal infrastructure is the STH 93 corridor. With over 14,000 vehicles/day based on Wis DOT traffic count maps, this is a busy entryway into the City of Eau Claire and represents a significant opportunity for commercial growth and job creation. The Town of Washington Identifies this as one of their core regions, but the reality is that this is a gateway entrance to the City of Eau Claire. The County Administrator has expressed an interest in working with county owned land to grow private investment, jobs, and tax base in this corridor. There is substantial interest in development, but only with municipal infrastructure, specifically water and sanitary sewer. The Town of Washington's development in this area is scattered mix of low-density commercial and a chemical recycling facility better suited for a heavy industrial park. By comparison, Eau Claire has twice as many businesses in a small area with diverse retail, event space, services, and residential. Below are some business demographics information developed through the ARC GIS Business Analyst software:

- While growth has occurred in the city limits of Eau Claire, the township area has lagged considerably due to lack of city utilities and amenities. Below is a comparison of 2025 business demographics in a

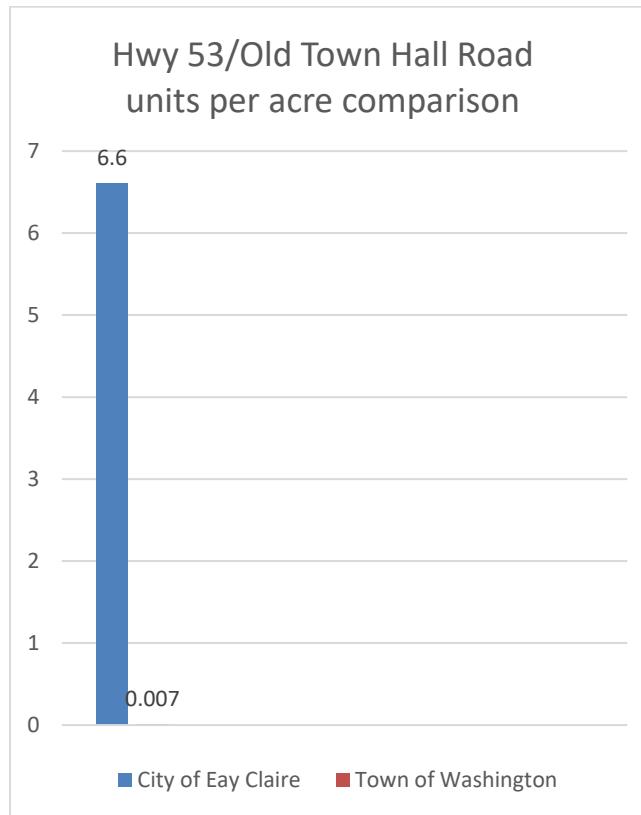
small region of Eau Claire and Town of Washington in this area, generated by ESRI Community Analytics software

- Eau Claire—a .11 square mile area on the south side of I-94 in the Hwy 93 corridor
 - 44 businesses
 - 1,222 employees
 - \$212 million in sales
- Town of Washington—a .17 square mile area adjacent to Eau Claire city limits and south along the Hwy 93 corridor
 - 20 businesses
 - 194 employees
 - \$15.8 million in sales
- The data shows that the economic impact of a municipality with full services building out to denser urban standards creates a much greater positive impact to the local economy in the number of businesses, job creation, and taxable earnings in a comparable space. Incorporation of the township in this area significantly reduces the potential for continued economic growth in this region.



Another area to highlight is the Hwy 53/I-94 intersection, with a daily traffic count of 4,200 south of I-94 and 18,800 north of I-94 according to the Wis DOT traffic count map. This area is another gateway to the Metro area with high visibility from I-94. This is another area that sees compact urban planning and development abutting highly inefficient, rural density sprawl. Below are examples of current development that is under construction and is not possible without municipal services, specifically water and sewer:

- The Sevens Development—this project incorporates mixed use and residential space thru two ownership groups that will provide commercial space expansion, and over 300 units of multi-family housing (including 20 guaranteed at rents appropriate for 80% County Median Income levels and 5% for rents at 60% County Median income levels). The combined projects have a guaranteed minimum tax value of \$120 million. This level and density of development is only possible with city provided utilities and amenities.
- New developments across from The Sevens include a hotel, potential travel center, and flex space for small business startups.
- During the short window when the first petition by Town of Washington was rejected and the second filed, 3 property owners in this area filed annexation requests for their parcels. All three owners have an interest in developing their land to a higher and better uses that are complimentary to current projects and only possible with city utilities and amenities.
- For comparison on density and inefficient use, the Paragon and Timber Bluff developments adjacent to town property in this area will 758 housing units (from single family homes to multi-family rentals) on 114.8 acres or 6.6 units/acs which is considered medium density. The adjacent land affected by the petition encompasses 364.8 acres and 35 housing units, for a density of .007 units per acre. This is the density of a rural town ship, not a village or city providing municipal amenities. The Petitioner, even after incorporation, will continue to exacerbate this urban sprawl through wasteful land development policies that create minimal value for the community and doesn't meet the needs for housing.



- According to the ACS Population Summary Report (provided by ESRI software) for 2019-2023, over 43% of the Town of Washington residents living in rental units are considered rent burdened (spending more than 30% of their gross income on housing). 17.7% spend over 50% of their gross income on rent. This is a typical outcome of areas that support low density sprawl with minimal housing stock, and policies that encourage large lot, high-cost housing construction that the Petitioner has indicated will continue as policy after incorporation.

Gross Rent as a Percentage of Household Income			
<10% of Income	43	5.9%	44
10-14.9% of Income	128	17.5%	133
15-19.9% of Income	124	17.0%	72
20-24.9% of Income	57	7.8%	91
25-29.9% of Income	60	8.2%	63
30-34.9% of Income	40	5.5%	50
35-39.9% of Income	44	6.0%	213
40-49.9% of Income	40	5.5%	70
50+% of Income	129	17.7%	127
Gross Rent % Inc Not Computed	64	8.8%	41

- Furthermore, the lack of resources for the Town of Washington to maintain shared roadways negatively impacts the development of adjacent private lands in this area due to poorly maintained town infrastructure. The township has indicated they do not intend to increase services to residents thru incorporation but rather maintain the status quo.

EXHIBIT I

Position Paper: Financial Capability Comparison of the Proposed Town of Washington Incorporation Area

Prepared For: Incorporation Review Authorities

Subject: Comparative Financial Analysis

Prepared by: Kitzie Winters

Prepared on: 01/02/2026

2025 – 2026 Budget analysis with separation

I have performed a financial review of Petitioners' submittal to determine if the budgetary information was sufficient to provide essential and life-saving services for its residents. Similarly situated municipalities were compared on metrics formalized within the summary. The proposed budget is found to be unreasonable to match service delivery requirements for the proposed incorporated areas, referred to as TOW (remnant Town of Washington) and VOW (proposed village) below. The budget presented is still a township budget offering a township service level.

Petitioners' report details a budget which does not account for an adequate level of services and is not sustainable. I have highlighted items of concern and designed a budget for illustrative purposes to demonstrate the financial impacts if the proposed village began providing certain services. It shows a monumental increase to the tax rate that is not sustainable for the VOW residents, without achieving a fully comparable level of municipal services to other area cities and villages. There would also be unreasonable impacts for residents in the TOW remnant portions, especially considering TOW staff, equipment, and facilities are intended to transfer to the proposed village.

Proposed Tax Levy and Legality of Levy Limit Taxes

The 2025 budgeted tax levy for the existing Town of Washington is \$1,361,219 as indicated in the report. The existing Town of Washington 2026 budgeted tax levy published on their website is \$1,386,842, not available at time of report filing, and recently approved in November of 2025.

The proposed budget in the report for the post-separation jurisdictions in year 1 is \$1.7M for the VOW and \$500k for the TOW, or a total increase of \$838,781 (61.62%)

- a. There is no indication that the Net New Construction (NNC) would increase at this percentage to allow for the budgeted increase. The 5-year average of NNC for the existing TOW from 2021-2025 is 1.518%.
- b. There is no indication of a large capital project in the report that would be conducive to debt issuance at this amount that would increase the allowable tax levy by 61.62% either.
- c. There is no indication of a newly issued debt service payment listed in the proposed respective 2026 budgets of the VOW and TOW.
 - i. Question: Is there an allowable levy increase that the WI DOR allows with an incorporated separation? The proposal shows an operating increase, and not an allowable increase, such as debt service or bridge repairs under normal levy limit provisions for all municipalities.
 - ii. Answer: Potential provision identified with police protection services being exempt from the levy limit law on the year after incorporation for VOW, so could account for the 61.62% increase.
 - iii. The tax increase proposed for both the VOW and TOW exceeds what would be allowable for a tax levy increase under allowable levy limit law, because the proposed line item within the report does not match this increase.
 - 1. Proposed Police budget for VOW indicates a 12% increase from \$304,473 to \$347,700.
 - 2. Tax levy increase for VOW indicates a 20% increase from \$1,361,219 to \$1.7M (not including TOW proposed budget)

The proposed budget does not plan to meet operational requirements of a metropolitan village but is still proposed to be raised at an unsustainable rate.

Streets Operating Budget

Street outlay in the newly proposed VOW territory is 57.67 miles, and the TOW remnant portion is 41.04 of the existing town road miles. The budget proposal would leave the TOW remnant with 42% of the road miles, but only 28.1% of the original budget, reflecting a disproportionate impact on the TOW remnant.

This leaves the TOW remnant budget too low for its street outlay, while VOW retains a higher proportion of streets outlay budget than necessary. In other words, TOW remnant is left with more expenses than revenues and does not align them with miles of road within the proposal.

Intergovernmental Revenues

Intergovernmental revenues are reducing overall 27% with the proposed separation. If this is federal or state grants, loss is \$305,592. Details are not available in budget to explain further. Potential for loss of general transportation aids or other state funding loss such as expenditure restraint due to the proposed incorporation could be an unintended or unrealized consequence.

Interest Revenues

Interest revenue shows an overall increase with combined budgets of 26.76%. The proposed VOW shows increased revenues of 18%. Seems unreasonable with the current economic market.

Fund Balance

Fund balance, or cash retained by VOW is proposed at 82% of estimated 1/1/2026 value and leaves the TOW remnant with 22%. Town remnant assessed value is proposed at 33%, which leaves a higher proportion of fund balance retained by VOW. (****their figures total more than 100% since the proposed split does not reconcile within the report)

- iv. 1/1/2026 Proposed fund balance: \$2.15M
- v. 1/1/2026 VOW proposed fund balance \$1,770,270 (82%)
- vi. 1/1/2026 TOW proposed fund balance \$472,000 (22%)
 - 1. Assessed value remnant TOW 33% or \$399,900,272 of \$1,223,435,700 per report.

The fund balance split at the time of a proposed incorporation should be tied to a tangible and measurable data point.

Police

I have identified two issues with this area. First, the police and fire line-item budget (non-EMS) is inadequate for the proposed incorporation and industry standards and comparable municipality using the City of Altoona, Village of Lake Hallie, or recommended coverages for resident safety.

In addition, the report shows a budgeted line-item expense for police services but is not tied to a measurable or reasonable method to which they would get billed by the Eau Claire County Sheriff's Department (ECSD) based on call volume or population methods. So not only is the budget inadequate for service delivery for the proposed residents within the VOW, but it does also not align with the report filed.

Proposed Budget

- d. Proposed separation of TOW and VOW shows increase of \$115,527 or 37.94%, from \$304,473 to \$420,000.
- e. Proposed enhanced patrol is 20 hours a week, only during the business hours of 6:00 a.m. - 6:00 p.m.

Contracted Service Calculations

- f. VOW Contracted PD with ECSD per case: ECSD budget / cost per case: \$1,254,248 based on 2023 cases in TOW report and 2025 ECSD budget, including comm center expense, excluding jail services.
- g. VOW Contracted PD with ECSD per cap: ECSD budget/per cap cost: \$532,283 based on proposed TOW report of 5,500 estimated population, and EC County DOA population, total ECSD budget / population excluding municipalities in CO that have police services within jurisdiction (All cities and villages)

These metrics, which are a reasonable method to determine the charges for the proposed village, calculate a cost that is higher than indicated would be budgeted in the proposed VOW.

Comparable Statistics of Other Area Municipalities

- h. City of Altoona has comparable population of 9,627 in 2024 versus 7,773 for the TOW.
- i. City of Altoona has a comparable assessed value in 2024 of \$1,316,862,000 and VOW is 1,317,779,000.
 - i. City of Altoona has a police department budget of \$2,656,167 for 2025, excluding capital expenditures.
 - ii. City of Altoona employs 17 officers.
- j. Village of Lake Hallie has \$1,652,970 Police budget only, with 7,170 population.
 - i. 21 total staff including 12 patrol officers.
- k. City of Eau Claire staffing of 126 full-time employees in ECPD for 2025
 - 1. Includes 65 officers
- l. Eau Claire Sheriff's Department, (ECSD) staffs 40.25 FTEs with 13,984 calls for service in 2024.
 - 1. Cost per cap excluding other municipalities with police coverage within county: \$97, even excludes capital and equipment expenses.
 - 2. Cost per cap, based on total population of Eau Claire County: \$75, excludes capital.

- 3. With proposed VOW population, police budget would need to be \$1,267,969.
- 4. Basing costs on proposed 2023 cases in existing TOW: \$1,254,248, excludes capital and equipment.
- ii. Calls per service in existing TOW 1,194 in 2022, 1191 in 2023, and 2024 6-month at 537, assuming 1074 for 2024.

It is reasonable to assume that a full Police Department should be staffed within VOW based on population, call volume, response times and types of calls, in addition to village responsibilities and comparable municipalities.

- iii. Recommended officer per population is 1 Full-time employee, (FTE) per 600 residents. Recommended staffing of 9.16 or 10 FTEs for proposed VOW in the budget I prepared.
- iv. All existing villages in EC County have police department staffing, reasonable to expect VOW to do the same.

EMS service

- m. 2,686 calls for service in TOW from City of Eau Claire EMS.

Town's current contract rate is \$12.50/call. There is no existing contract with a Village of Washington, and all new contracts are negotiated at the current costs of the City of Eau Claire. Reasonable to assume VOW will be at comparable rates of \$24/call for a newly negotiated contract with the City of Eau Claire providing the service.

General Government/City Clerk/Treasurer

- n. Remaining TOW requires budget for mandated positions.
- o. \$151,215 budget for TOW to contract with VOW for general government services
 - i. New TOW would need PT Clerk & Treasurer position; estimate \$20,800.
 - ii. New TOW would need election and polling location for lack of town hall within corporate boundaries. Would require lease agreement.

Cost of Park Amenity

The proposed VOW budget does not include any parks or amenities for its residents and is reliant on other urban municipalities.

- p. Based on Ayres study for Sturgeon Bay, \$3.2M
 - i. ADA accessibility
 - ii. Land acquisition of 10 acres
 - iii. Site grading
 - iv. Softball field with dugouts

- v. Concession stand
- vi. Bathrooms
- vii. Baseball field
- viii. 2-acres of land for parking
- ix. 3 pickleball courts

5-Year VOW Capital Improvement Plan

There is an inadequate capital improvement budget for the proposed VOW. Items below have been costed out at existing interest rates, amortized over an average useful life, using the WI Board of Commissioners of Public Lands, State Trust Fund Loan program.

- q. Police squad cars, 9
- r. Police department building
- s. Fire Station on Highway 93
- t. Park
- u. Trails
- v. Street projects adequate to maintain and accommodate future, required growth
- w. Bridge Repairs
- x. Storm detention pond upgrade

Impact to Tax Rate

An increase of 355% to tax rate for VOW, from town's 1.10215593 in proposed report to 5.01750343 is necessary to begin providing some basic level of services to proposed village residents. This reflects:

- y. Streets, including adequate capital replacement.
- z. Police, including building for staffing
- aa. Parks & Trails
- bb. Fire including building for staffing
- cc. EMS contract, to be negotiated, proposed at current CEC cost

Conclusion

The budget for proposed VOW is insufficient for expected service level requirements based on any reasonable metric: population, assessed value, comparable villages or calls for services. The proposal is dependent on surrounding urban areas to meet operational needs on essential services, proposed at a town service level.

- o Lack of adequate police service
- o Lack of adequate fire protection
- o Lack of adequate Capital Improvement Plan budget

- Lack of amenities for residents (parks, trails)
- No utilities, not factored into fiscal analysis
- Monumental tax-rate increase to meet proposal

The appropriate tax rate for the proposed VOW to meet service levels required will create an unsustainable increase for current residents. The VOW proposed tax rate published in report for 1.99979130 per \$1,000 of assessed value. By introducing a few basic municipal services, I calculated it at 5.01750343 for 2026 per \$1,000 in assessed value for a 355% increase over prior year. Overall, 2031 projected budget including revenue increase for NNC at 5-year average of 1.518%, has a 547% increase for VOW residents over 2025 at 7.13512015 per \$1,000 of assessed value.

The TOW remnant portion tax impact is also unreasonable. The proposed TOW report shows an 18% tax rate increase for remnant residents but would reasonably require an 82% increase to right-sized necessary funding, without full consideration of the impacts of the loss of staff, equipment, and facilities on the town remnant. The overall reasonable increase from 2025 current TOW remnant budget to 2031 estimated tax bill is 96% increase. They are being left with less fund balance than adequate based on assessed values, less streets operating budget than the proportion of miles of road, and virtually no resources to operate on their own as a town.

The Petitioner's budget substantially increases taxes by over 60% yet fails to deliver new services and significantly fails to plan for the capital and operational needs for a new village while leaving the town remnant with far less than its proportional share of staff, equipment and resources leaving it dependent on others. Both budgets fail to provide for sufficient municipal services now and in the projected future to serve the health and safety needs of residents.

EXHIBIT I-2

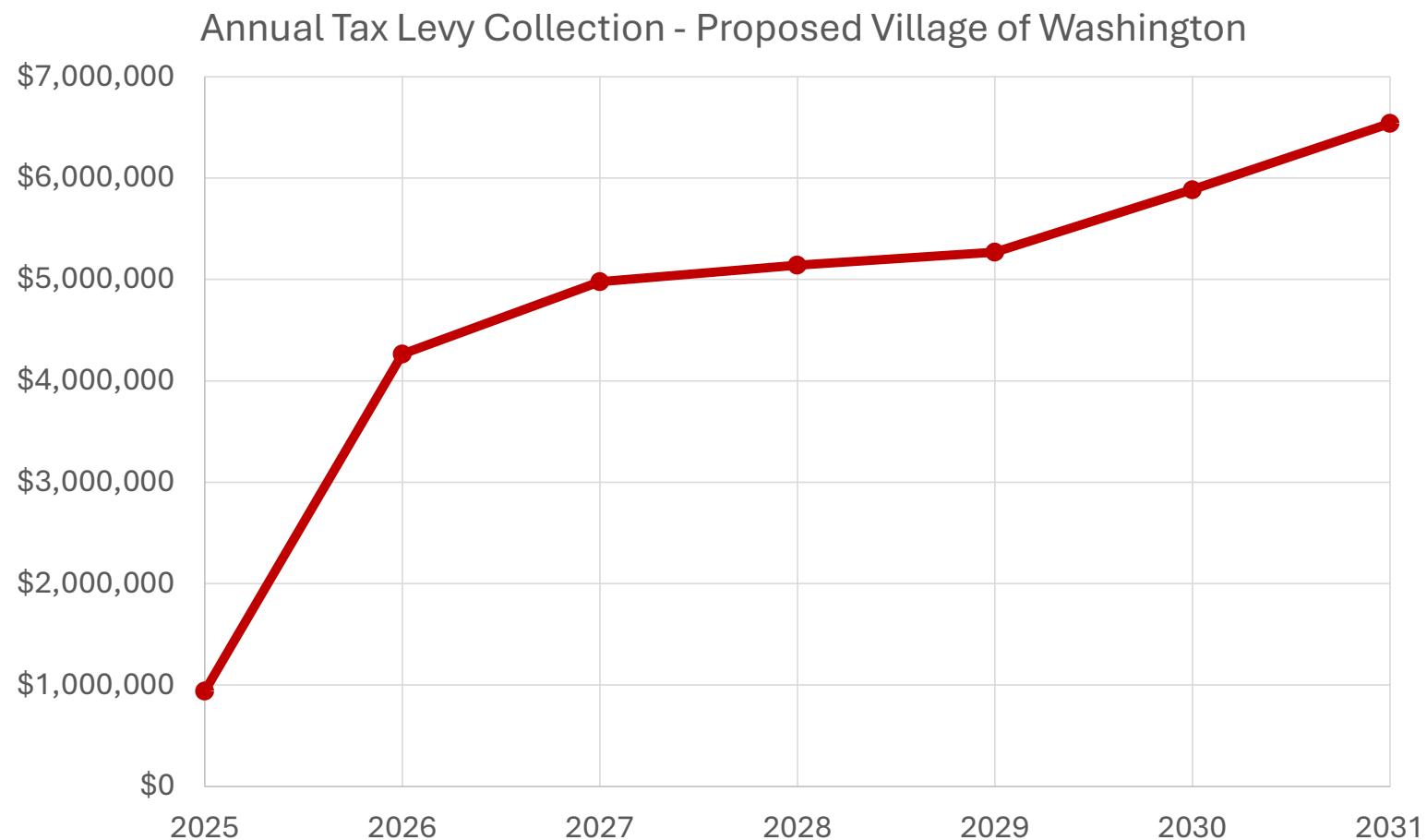
	VOW Proposed in Report		VOW Minimum Service Level 5-Year Budget					
	2025	2026	2026	2027	2028	2029	2030	2031
Taxes	(1,361,219)	(1,700,000)	(4,265,323)	(4,977,371)	(5,141,347)	(5,268,553)	(5,885,803)	(6,540,046)
Other Taxes	(29,700)	(12,618)	(12,618)	(12,810)	(13,004)	(13,201)	(13,402)	(13,605)
Intergovernmental Revenues	(1,126,049)	(569,357)	(569,357)	(578,000)	(586,774)	(595,681)	(604,724)	(613,903)
Licenses & Permits	(71,250)	(49,120)	(49,120)	(49,866)	(50,623)	(51,391)	(52,171)	(52,963)
Awards & Damages	(600)	(350)	(350)	(355)	(361)	(366)	(372)	(377)
Public Charges for service	(8,600)	(6,600)	(6,600)	(6,700)	(6,802)	(6,905)	(7,010)	(7,116)
Misc Revenue	(3,500)	(2,310)	(2,310)	(2,345)	(2,381)	(2,417)	(2,453)	(2,491)
Earned Interest	(35,500)	(30,000)	(30,000)	(30,455)	(30,918)	(31,387)	(31,863)	(32,347)
Proceeds Capital Lease/Loan	-	-	-	-	-	-	-	-
Cemetery	(73,400)	(76,900)	(76,900)	(78,067)	(79,252)	(80,455)	(81,677)	(82,917)
Fund Balance Applied	(282,000)	(90,000)	(90,000)	(91,366)	(92,753)	(94,161)	(95,590)	(97,042)
General Government	557,210	550,361	550,361	558,715	567,197	575,807	584,548	593,421
Police	304,473	347,700	1,267,969	1,287,217	1,306,757	1,326,593	1,346,731	1,367,174
Fire			1,168,701	1,186,442	1,204,452	1,222,736	1,241,297	1,260,140
EMS	110,000	140,000	132,000	134,004	136,038	138,103	140,199	142,328
Humane Association	10,000	8,400	8,400	8,528	8,657	8,788	8,922	9,057
Cemetery	72,800	73,500	73,500	74,616	75,748	76,898	78,066	79,251
Public Works	812,217	666,133	666,133	676,245	686,510	696,932	707,511	718,251
Culture & Recreation	-	7,100	7,100	7,208	7,317	7,428	7,541	7,656
Conservation & Development	62,500	143,000	143,000	145,171	147,374	149,612	151,883	154,188
Street Operations	870,618	446,061	446,061	452,832	459,706	466,685	473,769	480,961
Debt Service - CIP	-	-	409,353	1,062,867	1,167,421	1,234,303	1,790,313	2,292,387
Public Works Equip Fund	87,000	75,000	150,000	152,277	154,589	156,935	159,317	161,736
Misc Expense	105,000	80,000	80,000	81,214	82,447	83,699	84,969	86,259
Building Capital Outlay - See CIP	-	-	-	-	-	-	-	-
Balancing Revenues & Expenses	-	-	-	(0)	(0)	(0)	(0)	(90,000)
Total Expenses	2,991,818	2,537,255	5,102,578	5,827,335	6,004,214	6,144,518	6,775,065	7,262,808
Assessed Value from Planning		823,988,650	823,988,650					
Assessed Value from Report	1,235,051,200	850,088,706	850,088,706	862,993,053	876,093,287	889,392,383	902,893,360	916,599,281
Town Tax Rate per \$1,000 from Report	1.10215593	1.9997913						
VOW Proposed Tax Rate / \$1,000	1.10215593	1.99979130	5.01750343	5.76756787	5.86849263	5.92376672	6.51882411	7.13512015

Increase over PY	355%	15%
Increase over 2025	355%	423%
	432%	437%
	491%	547%

EXHIBIT I-3

	TOW Proposed in Report		TOW Minimum Service Level 5-Year Budget					
	2025	2026	2026	2027	2028	2029	2030	2031
Taxes	(1,361,219)	(500,000)	(811,533)	(823,142)	(834,928)	(843,892)	(859,039)	(871,369)
Other Taxes	(29,700)	(11,805)	(12,618)	(12,810)	(13,004)	(13,201)	(13,402)	(13,605)
Intergovernmental Revenues	(1,126,049)	(251,100)	(251,100)	(254,912)	(258,781)	(262,710)	(266,697)	(270,746)
Licenses & Permits	(71,250)	(24,080)	(24,080)	(24,446)	(24,817)	(25,193)	(25,576)	(25,964)
Awards & Damages	(600)	(250)	(250)	(254)	(258)	(262)	(266)	(270)
Public Charges for service	(8,600)	(1,370)	(1,370)	(1,391)	(1,412)	(1,433)	(1,455)	(1,477)
Misc Revenue	(3,500)	(1,200)	(1,200)	(1,218)	(1,237)	(1,255)	(1,275)	(1,294)
Earned Interest	(35,500)	(15,000)	(15,000)	(15,228)	(15,459)	(15,694)	(15,932)	(16,174)
Proceeds Capital Lease/Loan	-	-	-	-	-	-	-	-
Cemetery	(73,400)	-	-	-	-	-	-	-
Fund Balance Applied	(282,000)	-	-	-	-	-	-	-
General Government	557,210	151,215	178,307	181,014	183,762	186,551	189,383	192,258
Police	304,473	72,300	97,431	98,910	100,412	101,936	103,483	105,054
Fire	-	-	-	-	-	-	-	-
EMS	110,000	30,000	30,000	30,455	30,918	31,387	31,863	32,347
Humane Association	10,000	3,400	3,400	3,452	3,504	3,557	3,611	3,666
Cemetery	72,800	-	-	-	-	-	-	-
Public Works	812,217	230,500	259,909	263,855	267,860	271,926	276,054	280,245
Culture & Recreation	-	500	7,100	7,208	7,317	7,428	7,541	7,656
Conservation & Development	62,500	6,000	20,000	20,304	20,612	20,925	21,242	21,565
Street Operations	870,618	245,000	365,660	371,210	376,845	382,566	388,373	394,269
Debt Service - CIP	-	-	46,743	46,743	46,743	46,743	46,743	46,743
Public Works Equip Fund	87,000	50,000	75,000	76,139	77,294	78,468	79,659	80,868
Misc Expense	105,000	15,890	33,600	34,110	34,628	35,153	35,687	36,229
Building Capital Outlay - See CIP	-	-	-	-	-	-	-	-
Balancing Revenues & Expenses	-	-	(0)	0	(0)	3,000	(0)	0
Total Expenses	2,991,818	804,805	1,117,150	1,133,399	1,149,895	1,169,641	1,183,640	1,200,899
Assessed Value from Planning		422,173,400	823,988,650					
Assessed Value from Report	1,223,435,700	399,900,272	850,088,706	862,993,053	876,093,287	889,392,383	902,893,360	916,599,281
Town Tax Rate per \$1,000 from Report	1.11261998	1.25031173						
VOW Proposed Tax Rate / \$1,000	1.11261998	1.25031173	0.95464508	0.95382228	0.95301267	0.94884105	0.95142908	0.95065425
	0.01141299							

EXHIBIT I-4



Annual Tax Levy Collection - Proposed Town of Washington

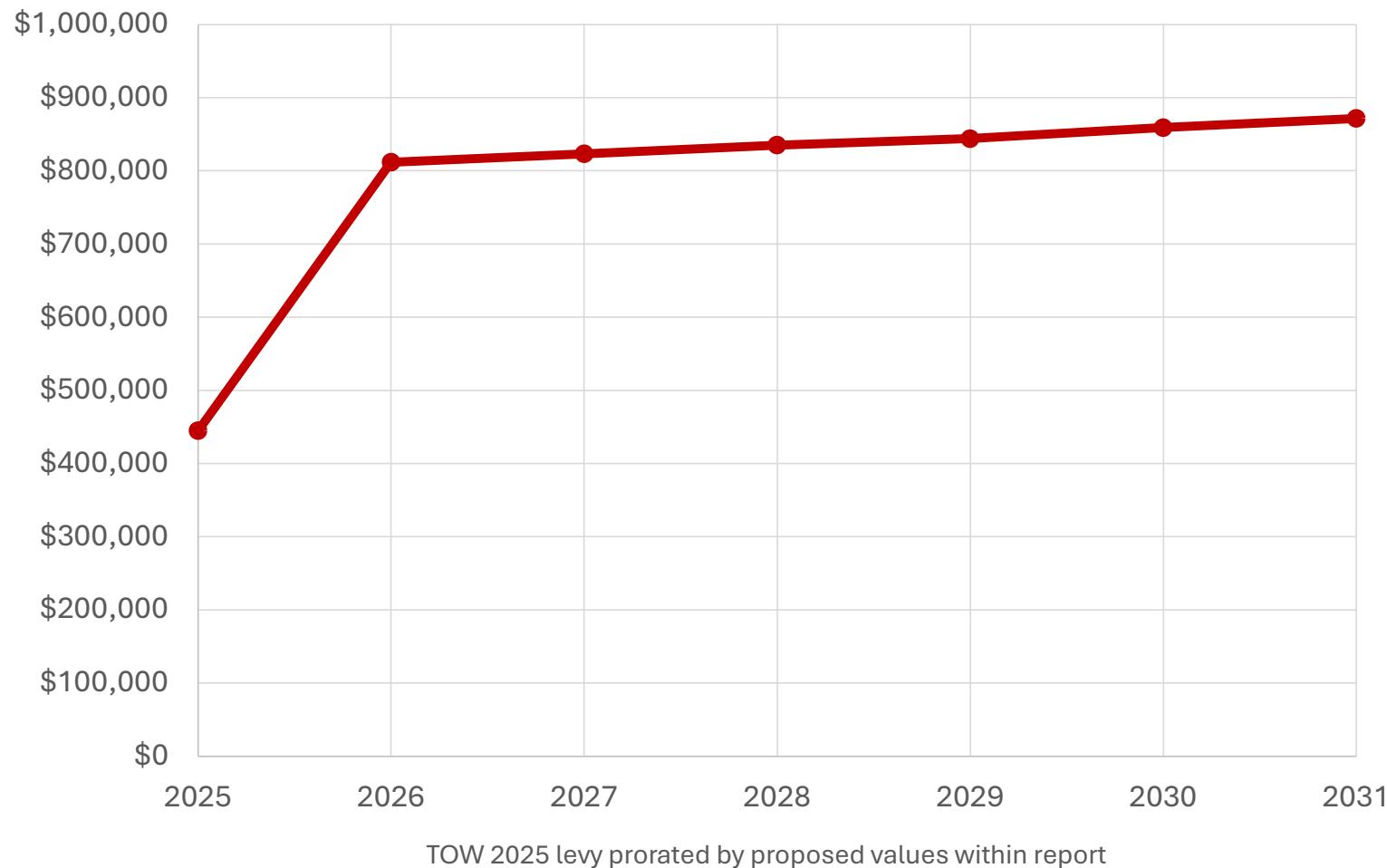




EXHIBIT J

City of Eau Claire – Engineering Department

RE: Responses to Town of Washington (TOW) Incorporation Submittal

On behalf of the City of Eau Claire Engineering Department and Community Services Department, the following summarizes utilities and engineering service expectations and public safety related to transportation and utilities servicing the community.

During annexation hearings at City Council throughout the past years, my co-workers and I have heard concerns about water and street safety in the area expressed by Town of Washington residents.

- Town of Washington residents voiced concerns about runoff from the proposed Orchard Hills project affecting creeks and streams. We agree. The City will manage runoff using storm water conveyance systems and will utilize Best Management Practices to ensure that runoff will be improved by development of the area. An example would be using curb and gutter on street cross sections to direct storm water and other design management tools within developments.
- Town of Washington residents had concerns of increased traffic and pedestrian connectivity. We do too. The City follows WisDOT Traffic Impact Analysis guidelines looking at not only vehicular traffic but also pedestrian and bicycle connectivity. The City has a sidewalk installation ordinance directly related to pedestrian connectivity, which helps build stronger neighborhood connections.
- Town of Washington residents and neighbors voiced environmental concerns with individual wells, septic systems, and its impact on the aquifer. We also agree with those concerns. The City understands that soil characteristics impact the installation and effective functioning of private septic systems and the existing soils are less than ideal for these private systems across the proposed area of incorporation. This increases the potential for septic failure and water contamination.

The City's public system investment in the area is important, because it limits these problems. The City's Wastewater Treatment Plant (WWTP) discharges effluent that is cleaner than the receiving water; the Chippewa River and the Water Treatment Plant (WTP) provide a safe and dependable supply of drinking water from 16 wells. The petitioners do not propose to solve these public health and safety concerns.

City services can address the concerns listed above, and we are actively investing in safer water, wastewater, and streets in the area.

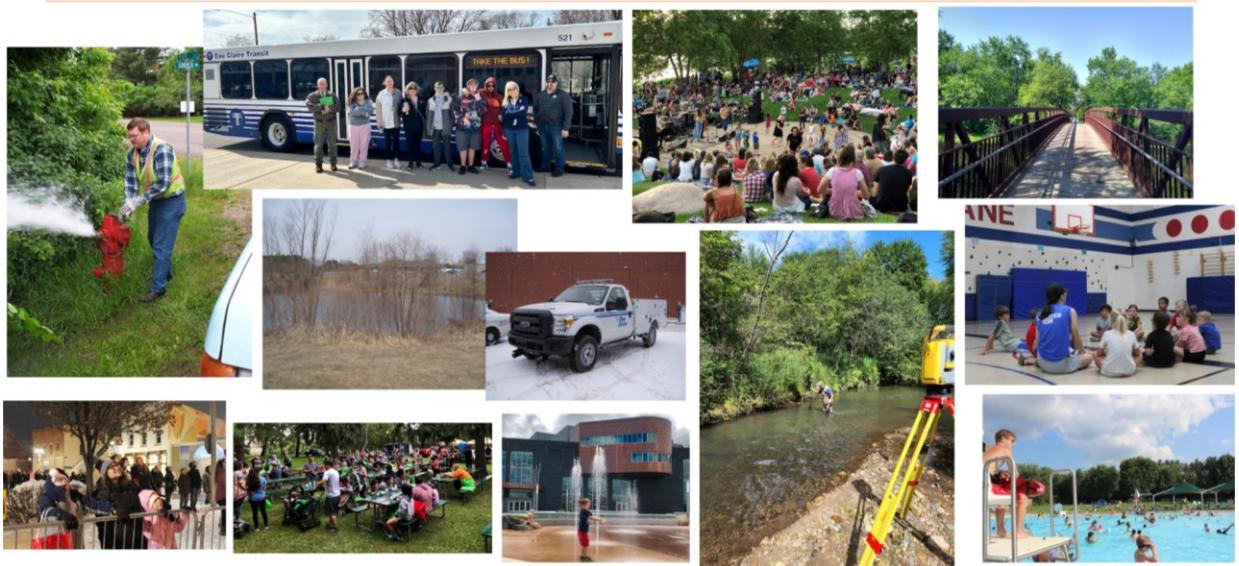
- The City recently invested in a newly constructed PFAS facility and collection tanks. This is a great example of being proactive to address a concern in its early state prior to PFAS levels falling outside of DNR regulations.
- The City continues to invest in infrastructure. In 2025 we've invested over \$7 million in expansion of utilities along with a lift station to areas within the Sewer Service Area (SSA). This includes the extension of an existing roadway and has potential to service over 2000 acres of land. The City has several plans that include guidance for upgrades and help develop related budgets to meet the anticipated demands resulting from community growth.

City Engineering and Community Services staff are responsive and ready to provide safe and sustainable services now and into the future. The following provides greater detail to the level of service and specifics of impacts to the metropolitan area from a City Engineering and Community Services perspective.

2(b) Level of Services

The City of Eau Claire's Engineering and Community Services Departments currently have over 70 employees to meet service demands of the City. Field staff, facility staff, chemists, design engineers, inspectors, surveyors, and administrative and clerical positions work together to efficiently and effectively maintain our streets and utility systems. Additionally, our Street & Fleet Division has over 40 employees maintaining our streets, emergency vehicles, and operating equipment. The City's Parks and Recreation Division maintains park space and operates municipal pool and skating facilities, and our Transit Division provides services to all ages, income levels, residents, and visitors. The visual below shows just a small snippet of services that the City provides.

City of Eau Claire Community Services & Engineering



Water Utility Level of Service

The City of Eau Claire provides freshwater utility services to residential, industrial, and commercial properties within the City of Eau Claire. The City's Water Utility treats and pumps approximately 3.5 billion gallons of water each year. Over 18,000 water quality tests are performed each year monitoring the freshwater distribution throughout the system. The City can provide this level of water service through its 16 wells to serve its residents. We take pride in the quality of drinking water supplied to our customers and continue to work diligently to ensure the delivery of reliable and safe water. Annually, the City completes a Water Quality Report that provides residents with data related to the municipal water supply. That information, along with additional comprehensive water utility information can be found at the following link: <https://www.eauclairewi.gov/government/our-divisions/utilities/fresh-water-distribution>

One example of the City's proactive water treatment can be seen through how the City has been addressing the detection of PFOA and PFOS. In June 2020 and April 2021, the City of Eau Claire collected and detected small levels of PFAS in the City's water supply, which were below the recommended enforcement standards under current consideration by the Wisconsin Department of Natural Resources (DNR).

In July 2021, additional voluntary tests were conducted showing four City Wells exceeded newly recommended guidance put forth by the Wisconsin DNR and the Wisconsin Department of Health Services ("DHS"); these four wells were immediately shut off. The remaining twelve wells had either no PFAS or contained detection numbers below the recommended safety limits.

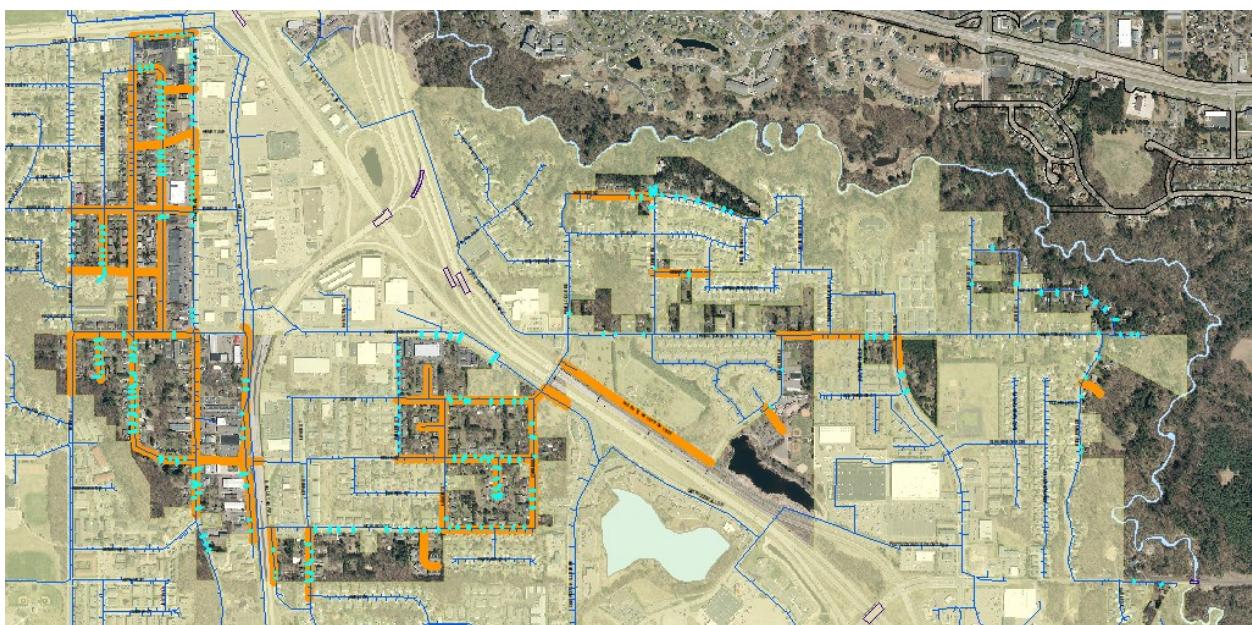
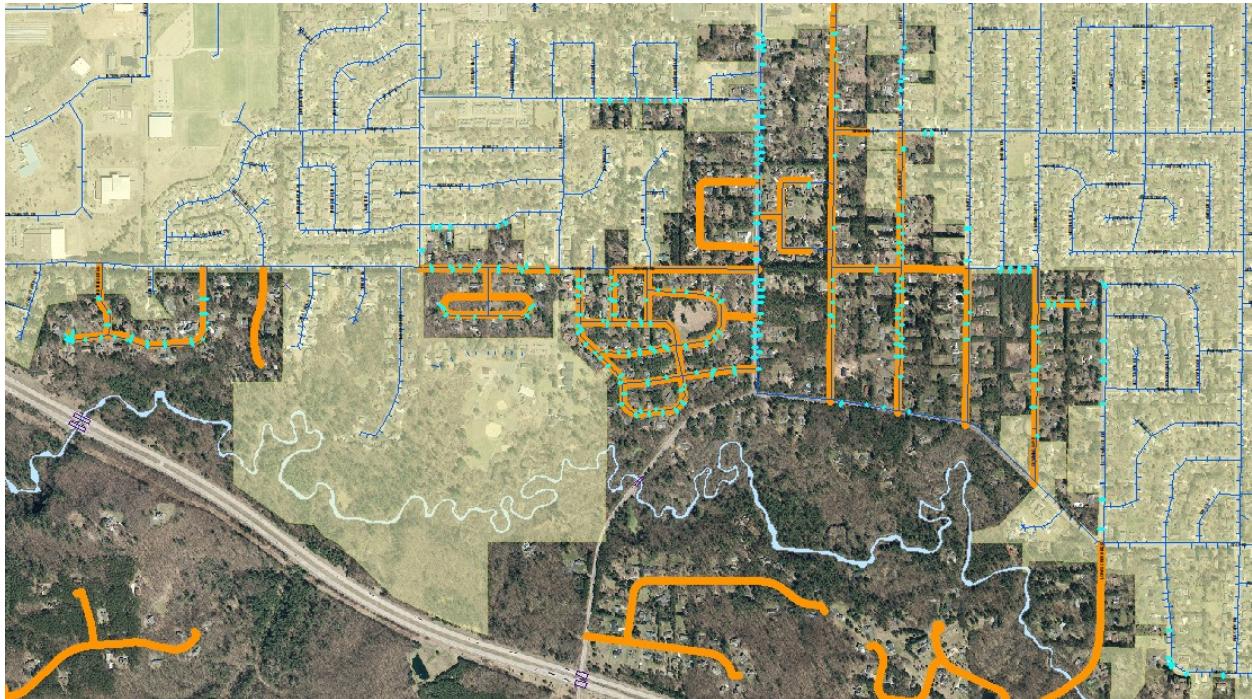
"We have taken swift action to protect the public's health and safety by immediately shutting down wells that had PFAS levels above newly recommended standards," said Dave Solberg, Interim City Manager. "Because the wells were immediately shut down, Eau Claire residents do not need to stop drinking or using water from the city's water supply."

"The City will continue to monitor all of its wells for PFAS and continue to work with the DNR and DHS to both keep our drinking water safe and our customers informed," said Lane Berg, Utilities Manager. "We will also work with the DNR to identify the source of the PFAS affecting the four City wells and ensure other wells or any new wells are not affected by PFAS now or in the future."

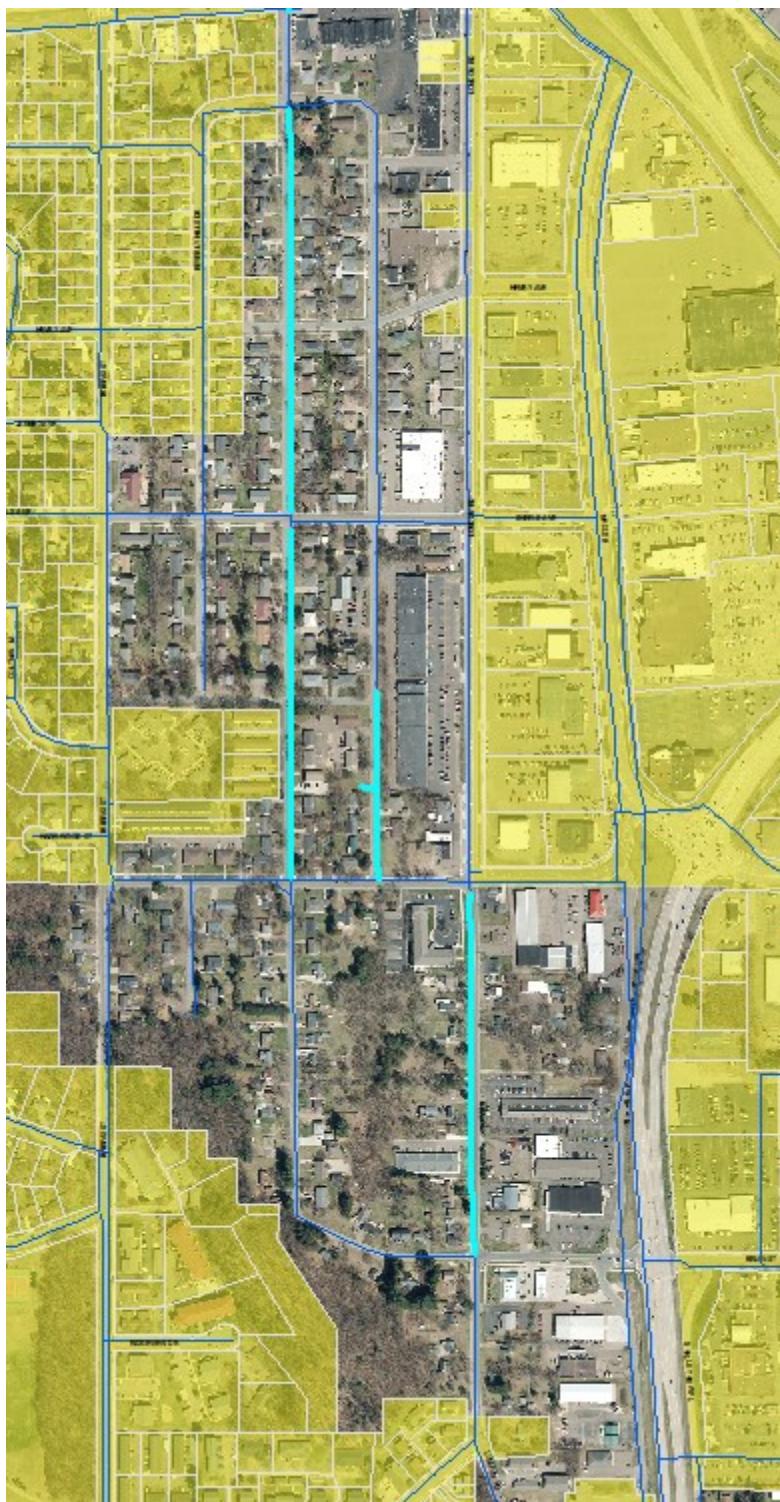
(The above two paragraphs were taken from a press release dated July 12, 2021.)

This was the beginning of finding a solution to maintain limited amounts and or remove PFAS from the water supply. City of Eau Claire staff went through analysis, requests for proposals of design facilities, and are now in the construction phase of a PFAS Removal Facility expected to be fully operational in the near future.

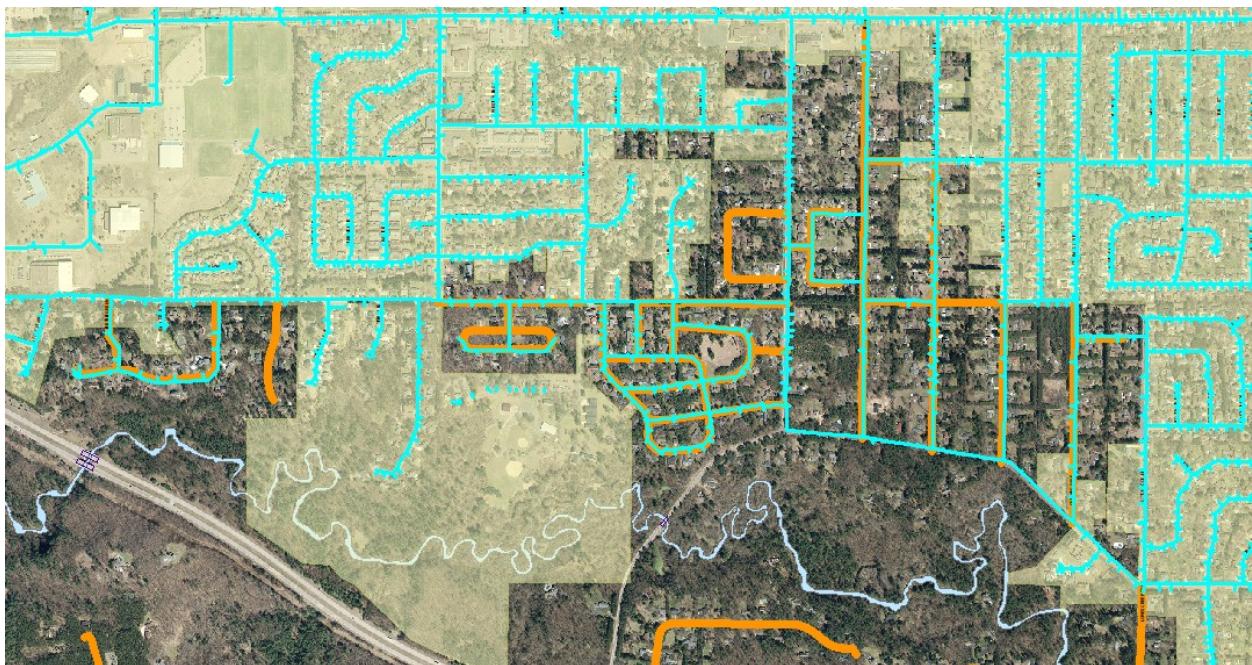
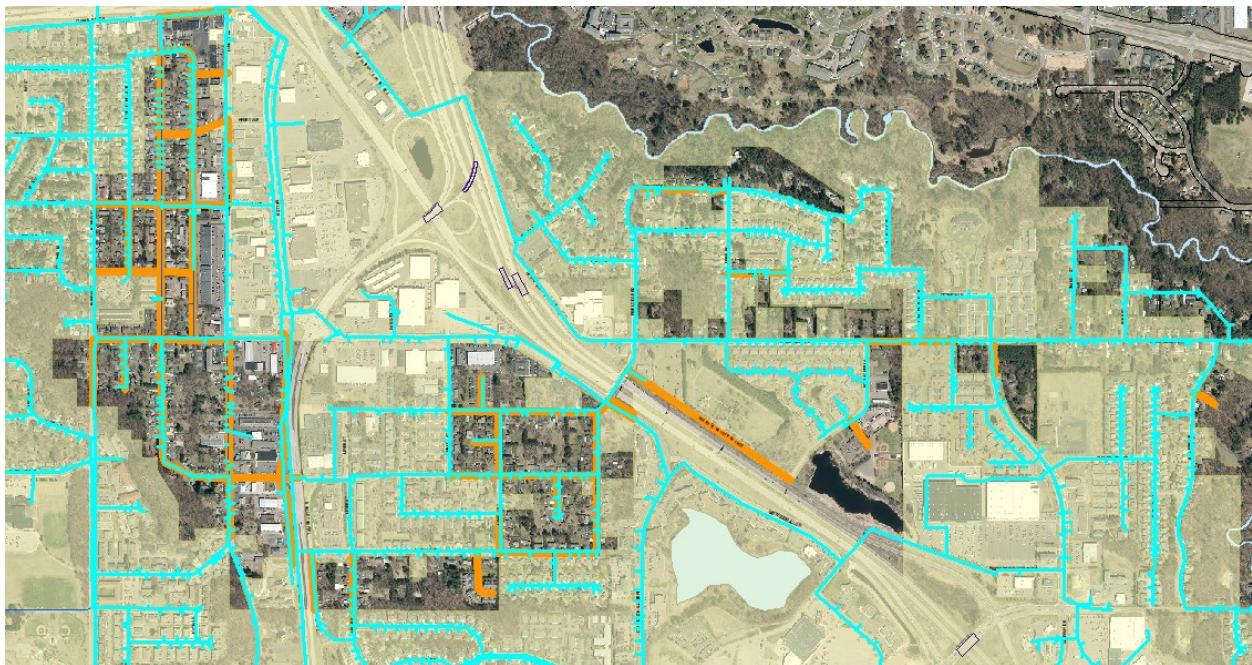
The City already provides water service to some residents in the area for incorporation after the Washington Heights Sanitary District sold its systems to the City in 1983. Currently, City water utility services are provided to 535 Town of Washington residents in the proposed incorporation area as shown below on the highlighted maps. (City jurisdiction is shaded in all maps following.)



In addition to the areas shown above, City water services are also found on Blakeley Avenue, Pomona Drive, and London Road as shown below, which serve Town of Washington residents and businesses.



The next two images show where the current City of Eau Claire water mains are built out having the potential to serve remaining residences in those areas not already hooked up to City water services.



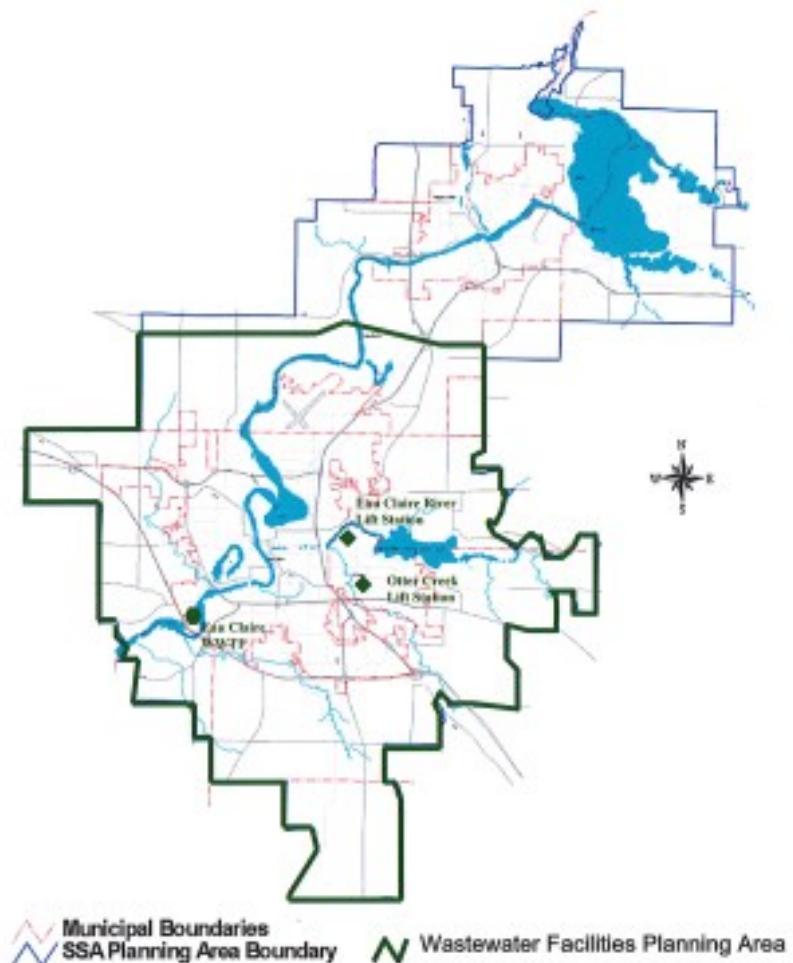
The City of Eau Claire's Water Treatment Plant has staff at the facility 24 hours a day, 7 days a week, which allows for immediate response to water emergencies. The Water Treatment Plant provides a safe and dependable supply of drinking water from the 16 current wells.

Sanitary Sewer LOS

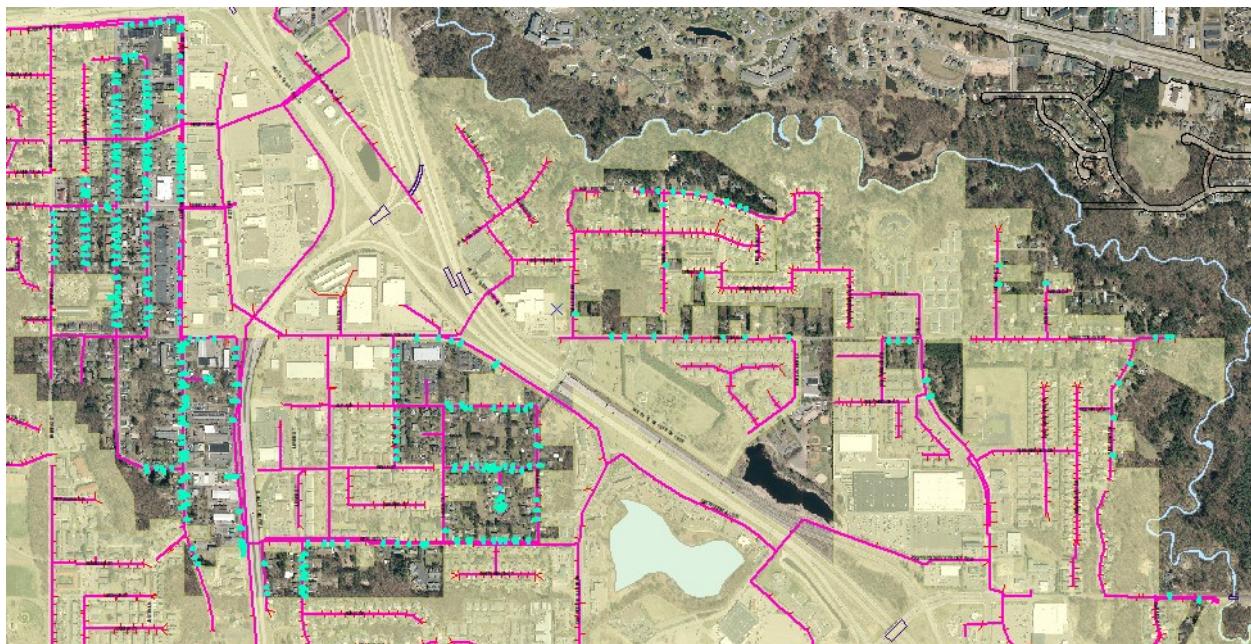
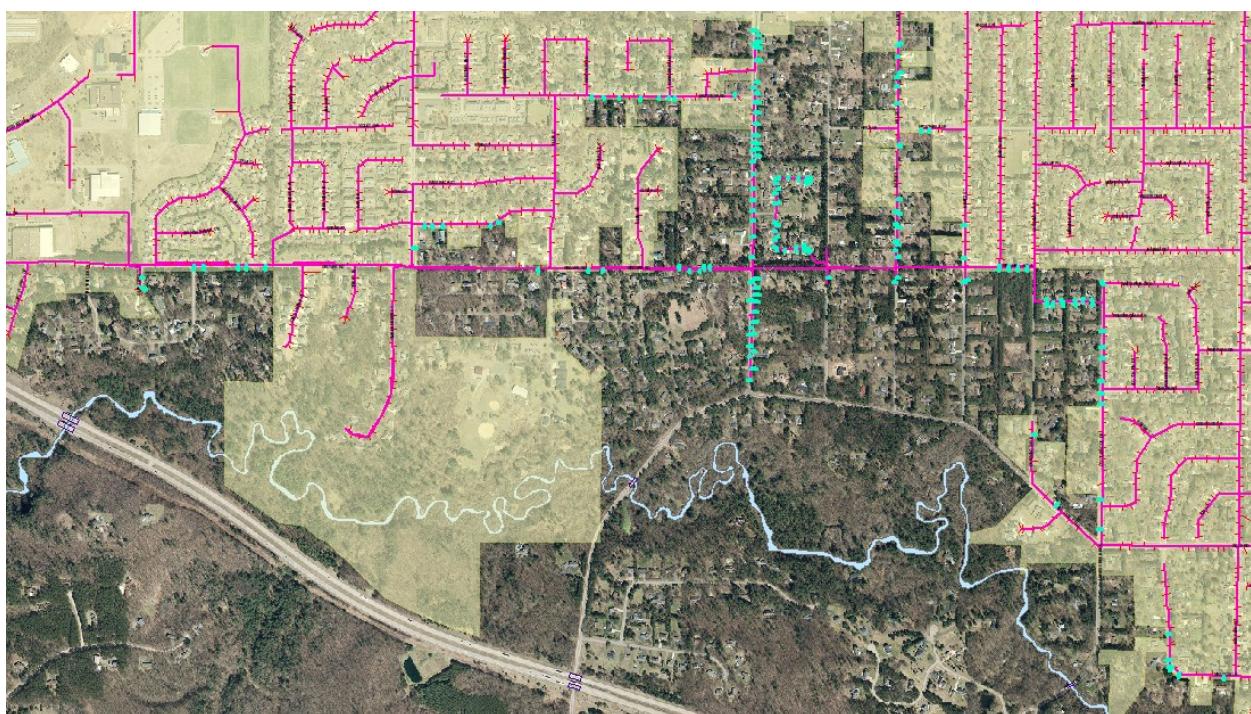
The City of Eau Claire provides sanitary wastewater utility services (treatment) to residential, commercial, and industrial properties within the City of Eau Claire. The City's Wastewater Treatment Plant treats 2.76 billion gallons of wastewater per year. The utility has a laboratory where testing is performed to meet state and federal requirements, and they have over 98% removal efficiencies. In addition, 9 million gallons of bio solids are land applied each year.

The City of Eau Claire Wastewater Utility not only services residential communities, but they also administer an Industrial Pre-Treatment Program regulating some industrial wastewater discharges. The Wastewater Facility Plan Figure 1-1 shown below identifies the Facilities Planning Area for the City of Eau Claire.

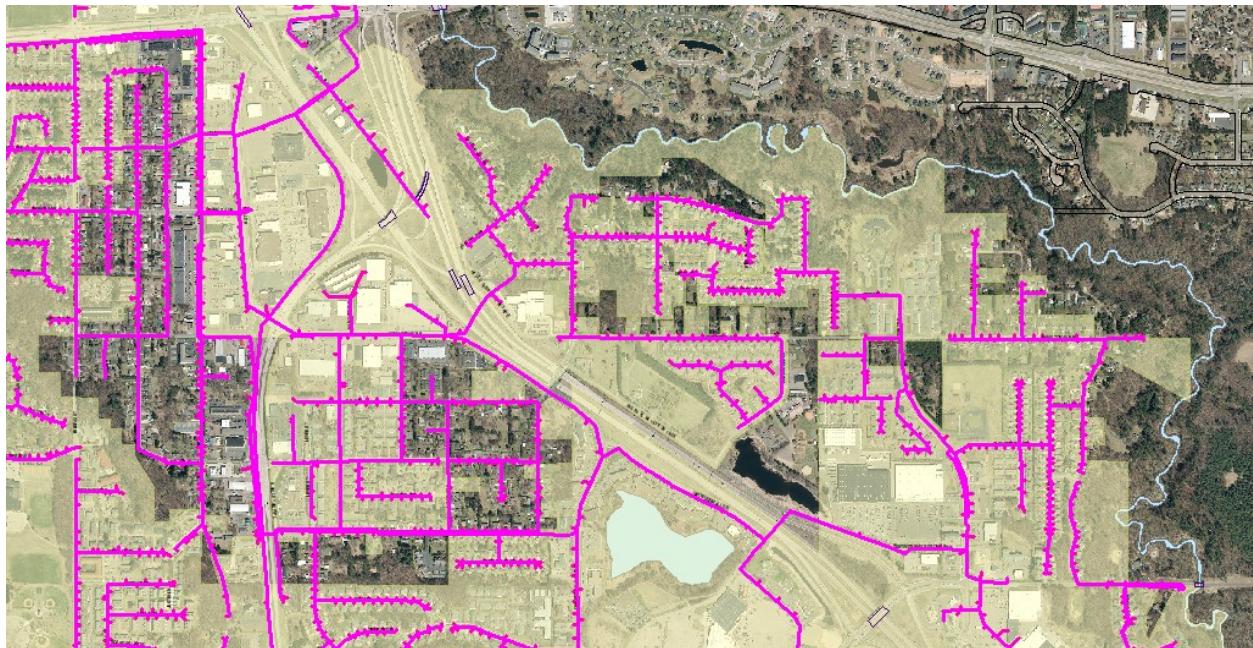
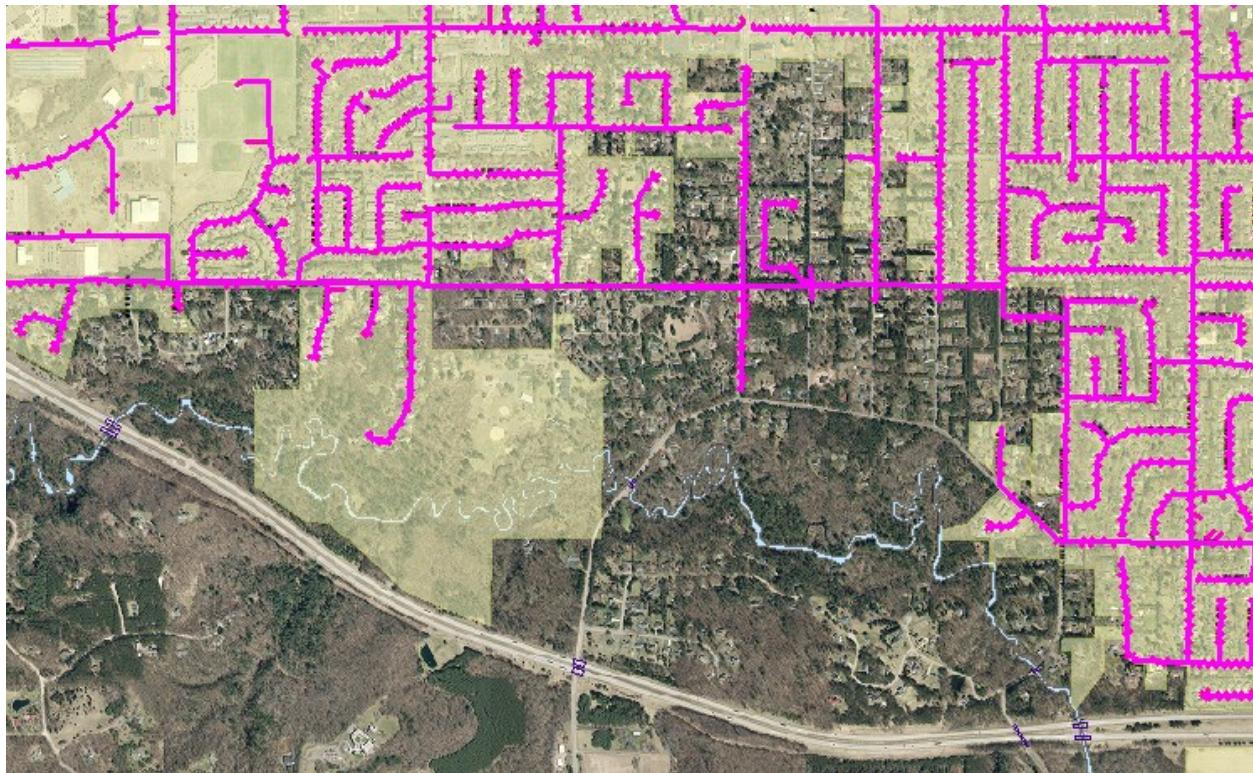
Figure 1-1. Current Sewer Service Area and Facilities Planning Area



The City also provides sanitary sewer services to some residents in the area for incorporation after the Washington Heights Sanitary District dissolved in 1983. The following two images show sanitary service laterals within the Town of Washington, previously within the Washington Heights Sanitary District. There are 528 laterals shown below, which are highlighted in a teal color. (City of Eau Claire jurisdictional boundaries are shaded in yellow in all following images.)



The following images show similar areas within the Town of Washington and City of Eau Claire where sanitary mains are built out and have the potential to serve remaining residences in Town of Washington areas not part of the initial sanitary district.



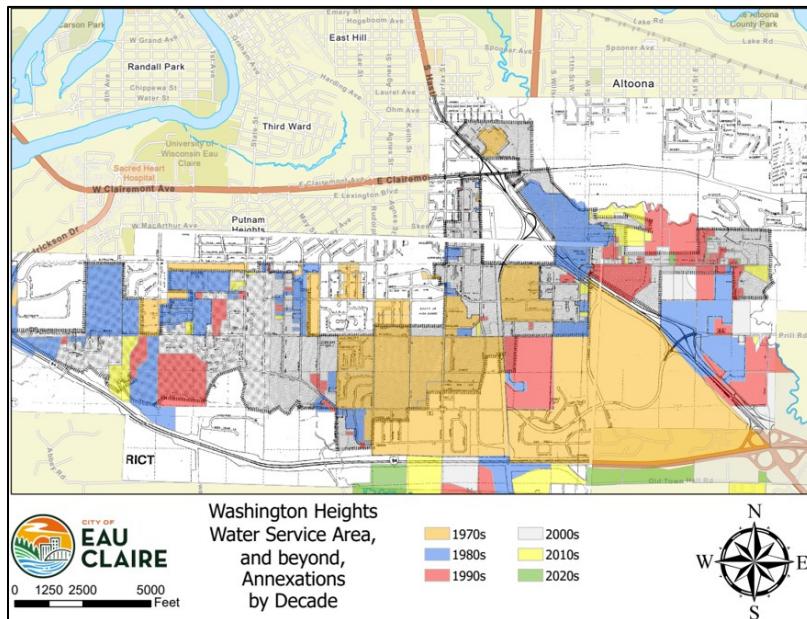
Municipal Separate Storm Sewer System – Storm Water Utility

In 2003, the Wisconsin Department of Natural Resources (WisDNR) initially issued a WPDES Municipal Separate Storm Sewer System (MS4) Group Permit to the City of Eau Claire and the University of Wisconsin-Eau Claire. As the DNR permitting process has evolved, the DNR has revised the City of Eau Claire permit to be a General Permit with reporting requirements consistent with other MS4 Communities. The MS4 Annual report completed by the City of Eau Claire reflects the work of employees within almost all City Departments with significant efforts from the Engineering and Community Services Departments as well as the Community Development, Finance, Legal, and Fire Departments. The work involves providing information and education, maintaining the existing facilities, expanding the system to meet the needs of growth, responding to spills, and preventing pollutants from being washed into our rivers, lakes, and streams. Most of the information and education work was done cooperatively with other permitted jurisdictions in the Chippewa and St. Croix Valleys through the Rain to Rivers of Western Wisconsin Storm Water Forum.

The City is currently under contract with MSA, an engineering consultant firm, to complete a City-Wide Stormwater Model of total suspended solids and phosphorus loadings following standards set by the WisDNR. The land area of the City of Eau Claire consists of approximately 23,425 acres for analysis; the report and model should be completed in July 2026.

Annexations Over the Years for Sewer and Water – Related Developments in Recent Years

Landowners that have annexed to the City make use of public utility services, including several annexations through the decades from the area previously served by the Washington Heights Sanitary District area.



The City of Eau Claire has planned for decades related to growth and community sustainability. Through this planning process, the City has been able to handle infill growth, development, and annexations with their utilities and infrastructure. Following are the adopted plans the City follows to maintain existing services of, budget for, plan for growth, maintain, and develop the City's infrastructure.

- City of Eau Claire Comprehensive Plan
- Land Development Ordinances (LDO) (*recently updated*)
- Neighborhood and Area Plans
- Bicycle and Pedestrian Plan
- Park, Open Space & Recreations Facilities Plan (2018-2022)
- Safe Routes to Parks Plan
- Safe Routes to School Plan
- Chippewa-Eau Claire Metropolitan Sewer Service Area Plan
 - 2025/2026 WCWRPC is in process of updating plan.
- Wastewater Treatment Plant Facility Plan
- Water Treatment
 - S.E.H. did a WTP evaluation and a water system evaluation in 2014. (An update to both reports is scheduled to be started in 2025.)
- Budget (<https://www.eauclarewi.gov/government/budget/process-current-documents>)
 - Capital Improvement Plan
 - Operating Budget
- Transit Development Plan

An example of a recent utility extension collaboration on the northern side of Eau Claire is along CTH T to the Eau Claire Heights/Eau Claire Event District development. The land was annexed into the City for industrial, commercial, and entertainment uses with the City extending utilities in coordination with their annexation and development timeline. The Subdivision Infrastructure Agreement (SIA) with the developer resulted in the developer constructing additional City water main and services, sanitary main and services, storm sewer main, stormwater facilities, and a City street all to City standards. The City then took over maintenance responsibilities.

The City worked to extend sanitary sewer and water utilities north along CTH T through its Capital Improvement Budget Plan using planned utility extension stubbed in 2022.

As recently as February 2025, an annexation of a business along Old Town Hall Road has occurred. That business asked about sanitary and water connections and ultimately decided to take advantage of City services.

Transportation

The City of Eau Claire takes pride in providing and maintaining transportation facilities connecting the community and overall region. The City budgets annually to address reconstruction and maintenance of

roadway and trail projects, assist with funding through available grants, and improve the overall safety of facilities to the community.

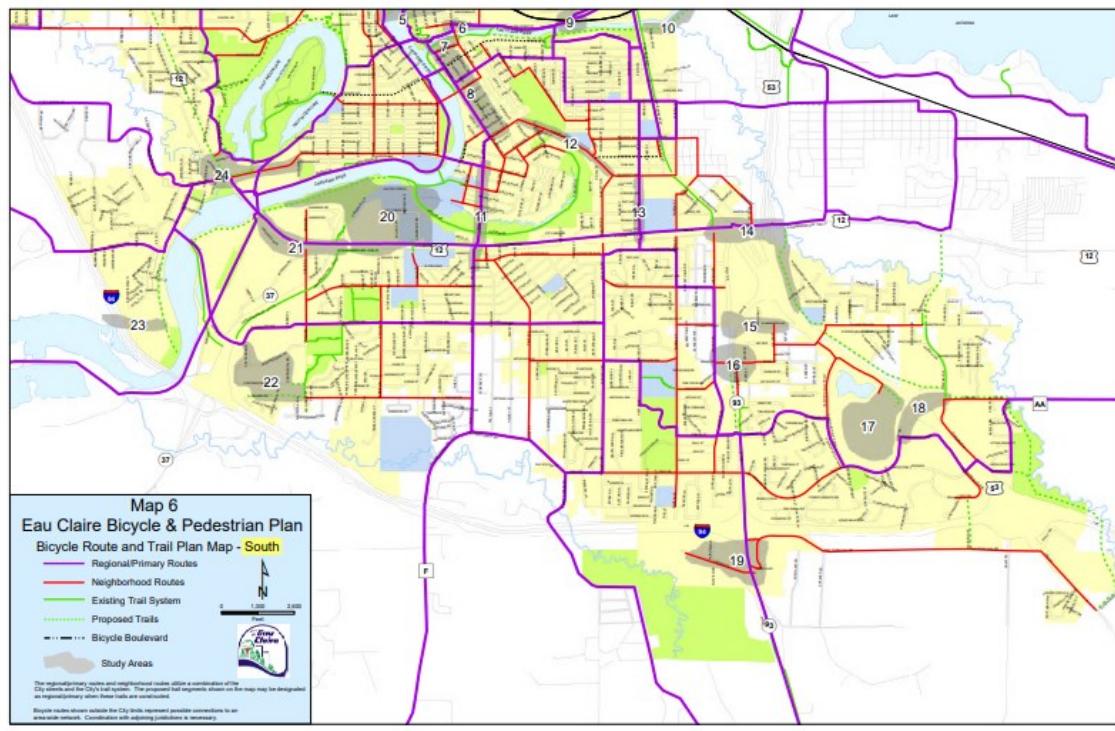
The City works jointly when able with neighboring jurisdictions on projects and works to alert abutting jurisdictions of projects and potential impacts based on the annual Capital Improvement Projects. Some recent examples of work completed with Intergovernmental Agreements include the following:

- CTH T Corridor Development
 - Eau Claire County, Chippewa County, Town of Wheaton, Town of Union and City of Eau Claire
- South Hastings Way Frontage Road
 - Town of Washington and City of Eau Claire
- McKinley Avenue Multi-Use Path and Roadway Surface Improvement
 - Eau Claire County, Town of Seymour, and City of Eau Claire

The City of Eau Claire established a Bicycle and Pedestrian Advisory Committee in 2006, which provides recommendations to the Bicycle and Pedestrian Plan, Safe Routes to School Plan, and transportation-related items within the annual Capital Improvement Projects. The Committee also provides advice to City Council reflecting community values on bicycle and pedestrian practices relative to the City. The Committee meets monthly, and City staff has a liaison participating in these discussions.

The first Bicycle and Pedestrian Plan was adopted by the City of Eau Claire in 2010 and was one of the recommendations of the 2005 Comprehensive Plan. The current City of Eau Claire Bicycle and Pedestrian Plan was updated and adopted in December 2018. The City also partners with other agencies and stakeholders, such as the West Central Wisconsin Regional Planning Commission (WCWRPC) and Chippewa-Eau Claire Metropolitan Planning Organization on implementation of plans and resources.

The Bicycle and Pedestrian Plan <https://www.eauclairewi.gov/home/showpublisheddocument/43626/638331581754770000> provides the City with maps indicating existing sidewalk, existing and future trail connections, sidewalk gaps and other improvement areas within the City for connectivity. Below is an example map from the Plan showing existing and future bicycle route designations.



Throughout the development along E. Hamilton Avenue, many Plan Commission meetings were spent discussing traffic – the increased traffic demand along E. Hamilton Avenue with the additional development of land annexed into the City for development and the need to have safe infrastructure for children to reach Robbins Elementary School. This also was a theme of concern with the annexation of Orchard Hills – increased traffic, increased demand for walkability, and safety of all existing and future transportation.

The City follows WisDOT Traffic Impact Analysis (TIA) guidelines and does require TIAs to be completed based on potential trips generated by new development. Both projects referenced above had TIAs completed by outside consultants, and the City continues to follow WisDOT TIA guidelines sharing these results with neighboring jurisdictions for their use, comment, and review.

Street Widths and Construction, Maintenance, Replacement – Composition

As annexed roadways are brought into the City's jurisdiction, we've been understanding that they have not been constructed to the same thickness of pavement that the local and collector streets are within the City of Eau Claire. To protect the existing infrastructure until it can be improved to handle heavier loading, the City has placed weight restrictions on the roads like what Counties and Towns do during the seasonal freeze/thaw time frames.

The City's Comprehensive Plan addresses street widths and the varying cross sections of streets of different classifications. As new developments occur or are constructed, if residential, commercial or industrial, they must follow criteria outlined within the Comprehensive Plan. The Plan provides guidance on transitions between the community, not only in zoning aspects but also in street design, which focuses on design for all motorists, transit, industrial movement, pedestrians, and bicycles alike.

The Street & Fleet Division maintains the streets within the City while the Engineering Department assists with analysis of street conditions and design of reconstruction of streets and new development. Engineering uses Pavement Index as one measurement related to determining the type of street improvement used on a project. The chart below shows the tracking of streets' pavement rating index of throughout the City between 2019 to 2024. Over the five-year span as shown in the chart, the City has been maintaining percentages in the Excellent and Good ratings while reducing percentages in the Fair and Poor ratings, which indicates improvement of the city-wide street surfaces throughout time.



Note: Rounding occurred in the 2024 percentages.

Street Progress

Pavement		2019		2021		2024	
Rating Index		Length	%	Length	%	Length	%
Excellent	86-100	618,054	34	626,307	34	811,406	44
Good	56-85	1,059,011	59	1,078,629	59	979,074	53
Fair	26-55	108,994	6	103,211	6	66,811	4
Poor	0-25	11,626	1	9,756	1	5,624	0

(2)(d) Impact on the metropolitan community

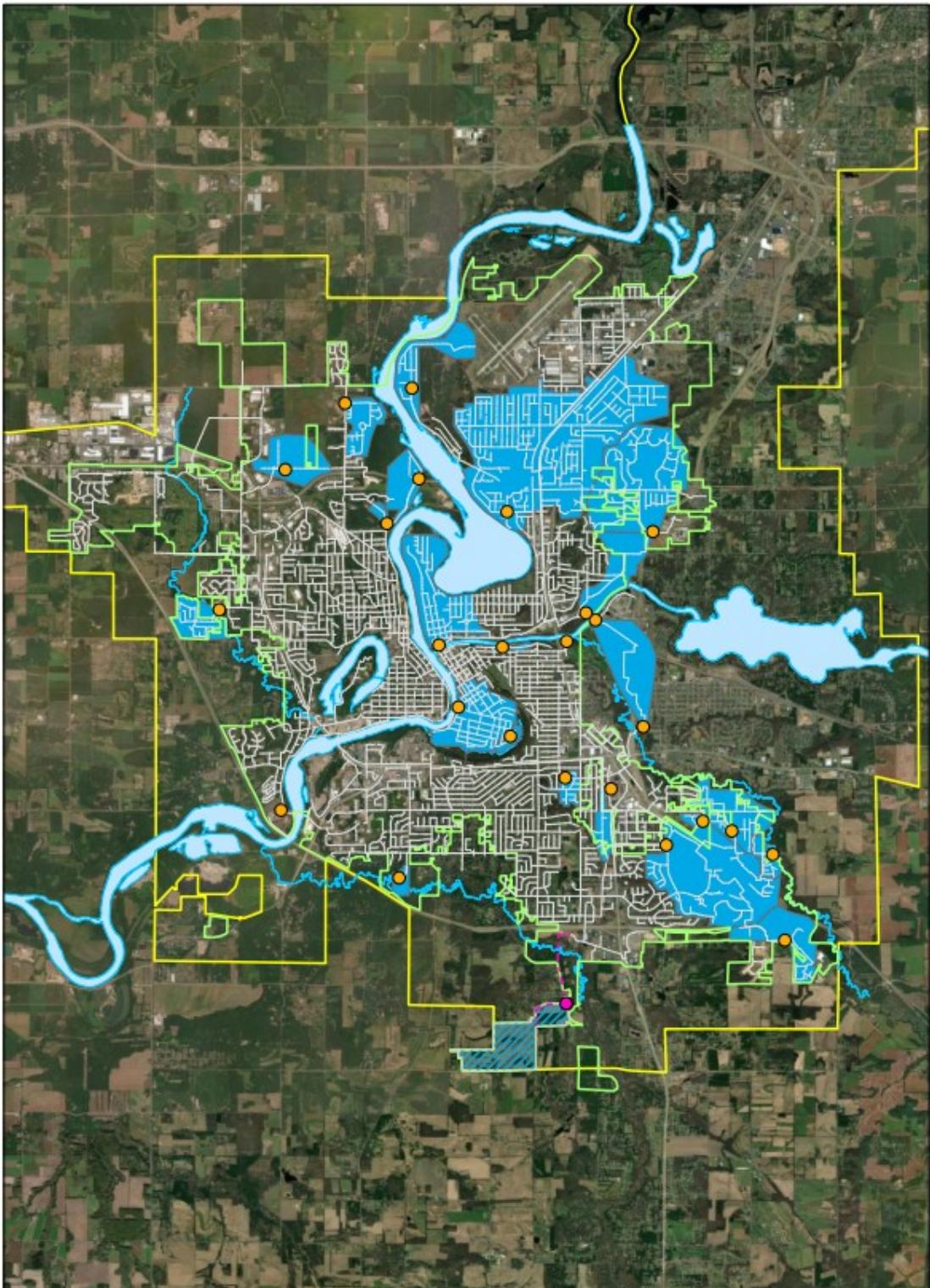
Incorporation of a Village within the current Sewer Service Planning Area has an impact on the City of Eau Claire. According to the Wisconsin Department of Natural Resources:

"Sewer Service Area Planning is a process designed to anticipate a community's future needs for wastewater treatment. This planning helps protect communities from adverse water quality impacts through development of cost-effective and environmentally sound 20-year sewerage system growth plans. A sewer service area plan identifies existing sewerered areas as well as adjacent land most suitable for new development. This planning also identifies areas where sewers should not go: environmentally sensitive areas where development would have an adverse impact upon water quality.

Sewer service area planning plays an important role in keeping Wisconsin's water safe for drinking, recreation and diverse aquatic life. Sewer service area planning is not intended to restrict a community's growth, obligate wastewater treatment plants to provide sewer throughout the planning boundary or affect community annexation policy. Planning accommodates future growth, while at the same time consolidating wetland, shoreland and floodplain protection programs within a community-based plan for sewerered development."

The removal of the proposed Village Incorporation area located within the current SSA would impact the area of service that the City of Eau Claire has been planning to serve for decades. The City of Eau Claire, along with City of Altoona, City of Chippewa Falls, Village of Lake Hallie, and a range of Townships has adopted and been adhering to the *CHIPPEWA FALLS-EAU CLAIRE URBAN SEWER SERVICE AREA PLAN FOR 2025*, which replaced the *CHIPPEWA FALLS-EAU CLAIRE URBAN SEWER SERVICE AREA PLAN FOR 2010*, which was completed and adopted in 1990.

Based on planning documents and the SSA, the City of Eau Claire Wastewater Treatment Plant (WWTP) was fully upgraded to an activated sludge treatment system in 2015 and is designed to meet the community's needs for the next 30+ years. The WWTP has more than adequate capacity to approximately double the amount of wastewater treated per day over current flow rates. The Eau Claire WWTP facility serves the City of Eau Claire as well as the City of Altoona with Altoona falling under the Eau Claire WPDES municipal permit. On the following page is an exhibit showing the current Eau Claire SSA and City of Eau Claire jurisdictional boundary. This map provides a visual of the planned 2026 utility extension project to the south along with the future construction of a lift station located along with the immediate areas to be serviced by the extension.



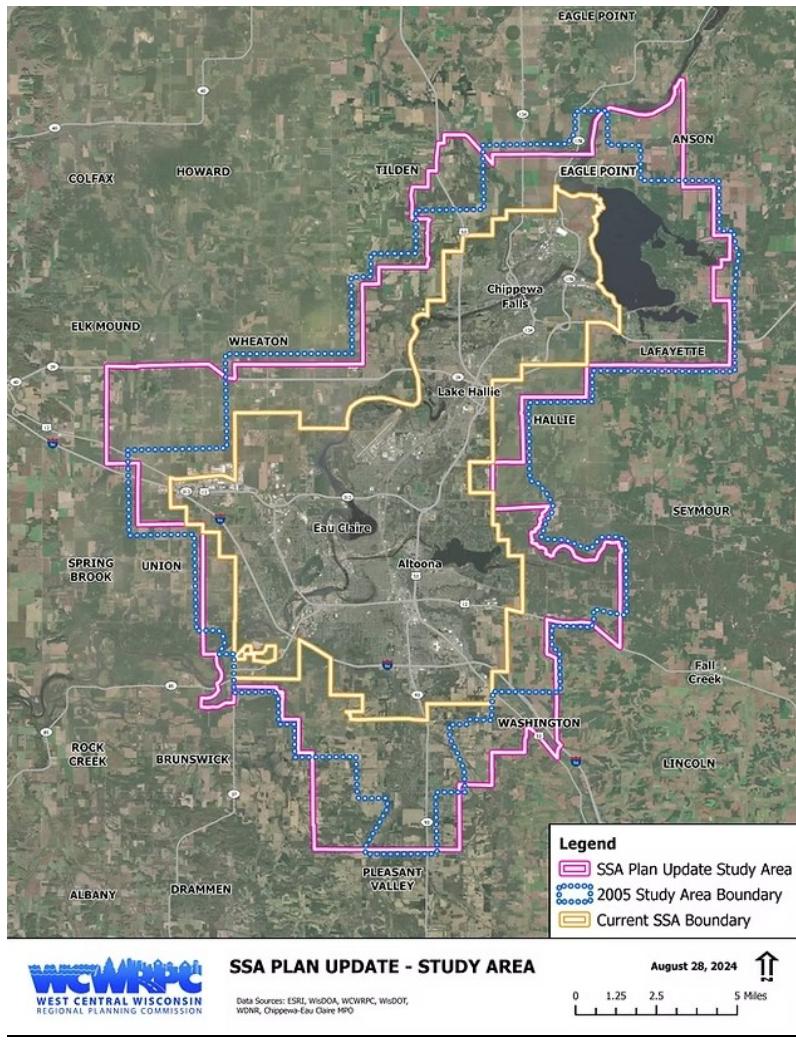
0 5000 10000
20000
Feet

Eau Claire Sanitary Sewer Service Area

- Current SSA Boundary ~65,216 Acres
- City of Eau Claire
- Sanitary Sewer Lines
- Area Served by Lift Stations
- Areas to be Served



In 2024, West Central Wisconsin Regional Planning Commission (WCWRPC) started working on the existing SSA Plan update, which has not been fully updated since its last adoption in 2007. The pending incorporation requires consideration with the plan update. WCWRPC states “that the focus on the projected densities for the growth areas and how this growth is expected to be efficiently and effectively served (e.g., unsewered POWTS, small community systems, service agreement with the City).” The SSA plan could be delayed due to the incorporation, and the planning for service areas from the City growth standpoint is impacted. If the incorporation were to go through, it would have massive impacts on densities and growth plans which would require a radically different SSA area than if it were to be dismissed. The prior SSA area reflects a 20-year planning horizon for urban scale development in the incorporation area. If the petition were allowed to incorporate, there would be rural development in the incorporation area not served by public systems, while urban development would get pushed out in entirely different directions. This leads to discussion of the current investment within the southern sanitary sewer extension and water utility extension project. This investment has been designed, gone out to bid, has been awarded to contractors, materials and equipment have been ordered, and contractors are ready to start the physical work pending final permit approvals.



Investment in Sewer Sanitary Extensions, Water Extensions (Budget – CIP Projects)

The 2025 Utility Extension and Lift Station projects have been awarded by City Council. Design was completed and bids have been awarded. The Utility Extension project involves the extension of sanitary sewer and water utility south, which will tie into our existing system at Lorch Avenue, extending south through utility easements and along South Lowes Creek Road.

When looking at the density of housing able to be serviced by a sanitary sewer system compared to the installation cost of an average septic system:

- Within just the Orchard Hills development area at a one-acre lot development, approximately 230 homes would be serviced by individual septic systems at a cost of \$22,000 per unit.
- The extension of sanitary sewer and a lift station to service 1,295 residential units is estimated to provide initial service to the residential units within Orchard Hills at a cost of \$5,500 per unit.

City sanitary and water services currently under construction for future service area would be impacted if the incorporation petition is granted. The City has planned throughout the decade for service to this area in an efficient and effective manner over several plans.

The City recently acted early investing in the monitoring, design, and now construction of a PFAS facility and collection tanks as shown below. This is a great example of being proactive to address a concern in its early state prior to PFAS levels falling outside of DNR Regulations.



Transportation Issues – Connectivity Concerns from Residents and Meeting their Expectations

Through numerous public hearings within Eau Claire County, Town of Washington, and the City of Eau Claire, a common concern was transportation safety related to increased development. As mentioned previously, the City has several plans addressing transportation design and ordinances implementing sidewalk and supporting multi-modal connectivity. The City follows WisDOT TIA guidelines and works with developers related to the implementation and completed construction of recommended improvements.

Water, Sanitary & Street Safety

MINUTES OF THE TOWN OF WASHINGTON MONTHLY TOWN BOARD MEETING
May 20, 2021

Public Hearing & Board Consideration for Rezone Request to Rezone 215 +/- Acres from A1 Exclusive Agricultural District to RH Rural Homes District. Owner(s) – LaVern Stewart and Applicant – Craig Wurzer:

Michael O'Meara, 5115 Mischler Drive – spoke in opposition; concerned about the wastewater system.
Brian Binczak, 1815 Susan Drive – spokesman for the neighborhood shared a 15 minute presentation. Indicated over 300 people have signed a petition opposing the development. Main concerns: safety, incomplete proposal, high density development, and environmental impacts.
Marc Hagel, 1129 Rainetta Drive – spoke in opposition stating water concerns.
Douglas Radke, 1118 Kathryn Drive – spoke in opposition; ground water concerns.
Leslie Duffy, 5440 Woodcrest Highlands – spoke in opposition; concerns regarding community septic system.
Matthew O'Meara, 1121 Kathryn Drive – spoke in opposition; safety, water, and septic concerns.
Thomas Hunt, 2125 Andrew Drive – spoke in opposition; wants a fiscal impact analysis done and concerned with policing and fire services.

MINUTES OF THE TOWN OF WASHINGTON MONTHLY TOWN BOARD MEETING
February 17, 2022

Public Hearing & Board Consideration for a Rezone Request from Laverne Stewart, Owner and Craig Wurzer, Applicant to Rezone 215.2 acres +/- from A1 Exclusive Agricultural District to RH Rural Homes District at the Northwest Corner of Mischler Road and Deerfield Road, Town of Washington:

Brian Binczak 1815 Susan Drive - presented for the neighbors. The opposition is mainly to the concept of the rezoning request. Over 300 people signed a petition in opposition to the development. He summarized their opposition with safety due to increased traffic, only one major collector road coming out of the development, environmental concerns with individual wells and septic systems and its impact on the aquifer, poor site distances, blind intersections, narrow roads, density of the proposal and the topography of the land.
Glenn Reynolds, 5335 Mischler Road spoke in opposition. The proposal has very non-rural lots with 100 ft. width. Drainage is an issue
Cynthia Hunt, 2125 Andrew Drive spoke in opposition. Lived in the Town for 20 years. Spoke of only one incident in the past three years where the Town Board tabled a request and the need for firefighters. Indicated the impact on water, septic systems, safety, and our rural infrastructure. Stated that Chrm. Peterson indicated at the last Board meeting that he would not support a large development with individual septic systems.

The City's five-year Transportation Improvement Plan addresses safety of intersection and corridors, trail improvements, and includes the City-Wide Sidewalk Improvement Plan. Projects are planned and budgeted for through our Capital Improvement Plan (CIP) with prioritization of safety, pavement ratings, utility impacts, resident feedback, petitions, utility infrastructure, and other factors in mind. The City works with WisDOT and other agencies to assist with grant-funded projects and takes advantage of available funding opportunities to the City.

EXHIBIT K

Community Services Department

**Utilities, Transit, Parks (Forestry and Cemeteries),
Recreation (Buildings and Grounds), Streets/Fleet**

**176 full-time employees, 100's of seasonal employees and
1,000's of volunteers**

Utilities Division

- Water production and distribution
- Sanitary sewer collection and treatment
- Storm sewer

Transit Division

- 750,000 miles driven annually
- 710,000 rides given in 2024
- 17 routes covering the entire City of Eau Claire
- Special routes that serve UWEC students and also Altoona
- Over 22,000 paratransit rides so far in 2025
- Operating Monday through Saturday, 5:45 am-10:30 pm weekdays, 8 am – 7pm Saturdays
- Transit is a vital service that provides rides to work, shopping, play, medical appointments and more for people that desperately need it and those who prefer public transportation

Parks, Forestry and Cemeteries Division

- Over 1,000 acres of land maintained
- Care for 53 parks
- Major amenities in several parks including Carson Park (baseball, football and two softball fields, museum, railroad, boardwalk trail and Half Moon Lake), Phoenix Park (Farmer's Market, ampitheatre, etc.), Soccer Park (host to soccer programming,

leagues and major tournaments and Kubb World Championship), Mt. Simon Park (two baseball fields, disc golf, two playgrounds, sand volleyball courts and multiple pavilions), Pinehurst Park (sledding, downhill skiing, snowboarding, mountain biking, cross country skiing and outdoor skating rinks)

- Maintain 27 playgrounds
- Over 57 miles of trails for walking, running and biking
- Responsible for over 30,000 boulevards and thousands more in public spaces
- Operate a brush site for city residents
- Two City owned cemeteries that provide high-level perpetual care

Recreation, Buildings & Grounds Division

- Operate and maintain Fairfax Pool (60,000 attendees annually)
- Operate and maintain Hobbs Ice Arena (7,000 open-skaters annually)
- Offer activity instruction, athletic instruction and leagues for over 10,000 people annually from very young ages to super seniors
- Community events such as The Amazing Eau Claire Cleanup (over 1,200 volunteers to coordinate), National Night Out (over 1,500 attendees), Clearwater Winter Parade (many volunteers and thousands of spectators), 4th of July Fireworks (multi-department logistical planning and thousands of spectators)
- Operate, clean and maintain over 600,000 square feet of buildings and parking ramps including City Hall, Library, Central Maintenance Facility, Transit Transfer Center, etc.

Street/Fleet Division

- Maintain, repair and remove snow from over 361 miles of streets
- Extra effort on 177 miles of salt routes and secondary routes during snow/ice events to ensure traveler safety and navigability
- Some of the maintenance activities include: mowing, detention pond work, asphalt and spray patching, crack routing & sealing, sweeping, storm inlet and manhole repair, concrete work, paving, snow hauling, sidewalk shoveling, sign making, line painting, litter pick up, brushing, special event traffic control and many, many more
- Maintain and repair over 480 pieces of equipment including mowers, buses, plow trucks, fire trucks, pickups, police cars and many, many more

EXHIBIT L

Eau Claire Police Department Overview

The City of Eau Claire Police Department delivers highly capable police services to reduce crime and disorder, enhance the quality of life, safeguard individual rights and improve public safety. In order to provide appropriate levels of service the department applies four principles in every operational aspect to strengthen the trust and legitimacy needed to be successful.

1. Philosophy

- The department views its role as a community partner and guardian of peace and freedom.
- Employ a community-policing philosophy that prioritizes partnerships and problem-solving.
- Hire candidates who hold the right ethical qualities and care about community.

2. Accountability

- Ensure accountability through policy, best practices and oversight.
- Utilize evidence-based and nationally recognized policies and procedures.
- Subject policies to ongoing review.

3. Transparency

- Strengthen trust by being transparent and open with the community.
- Provide clear pathways for complaints and inquiries.
- Remain present and engaged with the community.

4. Training

- Provide continuing education to all personnel beyond mandated requirements.
- Prioritize topics such as de-escalation strategies, active threat response and fair and impartial policing.
- Promote employee well-being and resiliency through education and prevention.

Each division of the City of Eau Claire Police Department develops and implements specific functionality within this framework to provide the necessary police services to meet the community's needs.

The Patrol Division of the Eau Claire Police Department is comprised of 63 patrol officers, two K9 officers, 12 sergeants, three lieutenants (district commanders), and one deputy chief. In addition to the sworn officer positions, the Patrol Division also has 4 full-time and two part-time community service officers and one non-sworn mental health co-response specialist.

Patrol officers are spread across 5 different shifts while the sergeants/district commanders are assigned 3 different shifts providing 24/7 coverage within the community. At any given time there can be 12-15 patrol officers on duty.

A comparison of the average response times for the Eau Claire Police Department and for the Eau Claire County Sheriff's Office is outlined below:

PRIORITY	ECPD	ECSO
High	8:20	14:50

Low 22:32 40:24

The three District Commanders balance the day-to-day operations in combination of broader strategic goals, resource management and neighborhood/business engagement. Lieutenant (District Commander) Responsibilities:

- Provides leadership and supervision to patrol sergeants and assigned personnel
- Reviews crime trends and district level data to guide proactive policing strategies
- Ensures compliance between department policies and procedures
- Develops district specific enforcement, problem solving and crime reduction initiatives
- Liaison between patrol staff and command staff by relaying expectations
- Maintain awareness of training and development programs for officers and supervisors
- Proactively involved in neighborhood associations
- Maintain relationships with stakeholders and business owners within respective districts
- Carry out district initiatives and goals

Shift Sergeant's Responsibilities:

- Provides direct supervision and leadership to patrol officers during assigned shifts
- Conducts briefings and daily assignments
- Ensures adequate staffing levels for the day
- Responds to critical incidents for oversight and direction
- Reviews, approves, and ensures accuracy on reports and citations
- Address community concerns encountered during the shift
- Monitors officer performance and behaviors
- Assist with training and mentoring the Police Training Officer (PTO) programs and probationary programs
- Completes shift summaries of daily activity

The Patrol officers spend the bulk of their shifts responding to a wide variety of "calls for service". In addition, officers are proactive to help reduce crime and disorder, improve quality of life issues with the goal of keeping our community safe. Officers continue to be actively engaged in neighborhood association meetings, participate in numerous committees throughout the city, engaging with the public during special events and prioritizing time during their shift to participate in conversations with citizens. Patrol Officer Responsibilities:

- Conduct proactive patrol within assigned areas to deter crime and enhance public safety
- Respond to calls for service that include community concerns and crimes
- Respond to emergency services and critical incidents
- Engage in community engagement for positive public interactions
- Courtroom testimony
- Complete clear and accurate reports
- Provides assistance and resources for people in crisis
- Conduct preliminary and follow-up investigations, including interviews, evidence collection, and documentation

Community Service Officers (CSO) are members of our non-sworn professional staff. CSO's responsibilities include:

- Parking violations

- Animal control
- Respond to non-emergency low priority calls that do not require police interaction
- Property pick-up
- Assist with special events and public gatherings
- Assists sworn officers at crime scenes, traffic crashes, and other incidents by providing traffic control

The Eau Claire Police Co-Response Specialist is a non-sworn member of our professional staff. The co-responder responsibilities include:

- Responds jointly with police officers to calls that involve a mental health crisis or substance abuse
- Conducts on-scene assessment of those experiencing a mental health crisis
- Connects individuals with community resources and treatment providers
- Conducts follow-up and outreach to individuals and families to reduce repeat callers
- Serves as a subject matter resource to officers as it relates to the field of mental health
- Coordinates with hospitals, crisis centers, human services, and behavior health providers

The Investigations and Professional Standards Division (IPSD) of the Eau Claire Police Department is comprised of 22 sworn officers and 4 non-sworn members. The specialized sections of IPSD include the General Crimes Section, Youth Services Section, Drug Investigations Section, and the Chippewa Valley Regional Computer Forensics Lab. Also included within IPSD is the Professional Standards Bureau which includes a Crime Analyst, Training and Standards, Community Outreach and other support services.

Annually, detectives complete over 600 investigations with a resolution rate consistently over 90 percent, reflecting their critical role in maintaining community safety, restoring justice for crime victims, and upholding public trust. Major cases investigations require specialized training and investigative expertise. Some examples of major cases include:

- Homicide
- Armed robbery
- Sexual assault
- Child abuse and neglect
- Burglary
- Drug trafficking conspiracies
- Forensic examination of electronic devices
- Fraud
- Embezzlement
- Proactive efforts to combat sex trafficking and other crime

The Professional Standards Bureau ensures integrity and transparency, best practices, quality hiring, and community engagement. In particular, the Training and Standards Section oversees policy development, training, and quality assurance, ensuring the department delivers top-tier police services.

Policy Development

- Core Principles
- Use of Force
- Professional Conduct
- Accountability and Reporting
- Community Policing
- Search, Seizure and Arrest
- Emergency Response
- Training and Wellness

Training

- Over 10,000 combined training hours delivered annually
- Unified Tactics approach to scenario-based training delivered monthly to include
 - Integrating Communications, Assessment, and Tactics
 - Critical decision making
 - Crisis recognition
 - De-escalation tactics
 - Crisis intervention
 - Operational tactics
 - Force Options
 - Emergency vehicle operations
 - First aid
- Specialized Unit training
- Professional development
- Regularly host nationally recognized training organizations

Public Information

- Robust Social Media presence with nearly 100,000 followers across multiple channels
- Provide timely, accurate information during critical incidents, emergencies, and ongoing investigations
- Support transparency and accountability
- Highlight community policing efforts, and public safety initiatives

Crime Analysis

- Identify crime patterns, trends, and emerging issues
- Provide actionable intelligence
- Produce regular crime reports (daily, weekly, monthly, annually)
- Crime Maps, charts, dashboards to support decision making
- Evaluate effectiveness of enforcement strategies
- Respond to data requests from leadership, partner agencies and the public

The Eau Claire Police Department maintains specialized units that bring advanced training, focused expertise, and coordinated response capabilities to complex public safety challenges. These teams support patrol operations, enhance investigative effectiveness, and ensure the department is prepared to address a wide range of incidents while maintaining the highest

standards of professionalism and accountability. Specialized units within the Eau Claire Police Department include:

- Armorer
- Bike Patrol
- Crime Scene Unit
- Crisis Negotiations
- Unmanned Aerial Vehicle Operation
- Honor Guard
- K9 Unit
- Peer Support
- Police Training Officer
- Special Events Team
- SWAT
- Technical Services Unit
- Crisis Intervention Team

The Administrative Services Division of the Eau Claire Police Department oversees the Records and Property & Evidence sections. Records staff process public open records requests and maintain a wide range of law-enforcement documentation in compliance with Wisconsin statutes and FOIA requirements. The Property & Evidence section is responsible for the secure handling, storage, release, and disposal of all property and evidence, ensuring proper chain of custody and compliance with city, state, and federal laws. Together, the division provides essential administrative and operational support to the department and the public.

- Respond to Freedom of Information Act requests including releasing body camera and squad camera video.
- Provide the County's District Attorney's Office all case reports and corresponding documents for criminal prosecutions.
- Provide the City Attorney's Office all case reports and corresponding documents for ordinance prosecutions.
- Reviewing cases for UCR reporting, which means assuring all detail is there and the case is coded appropriately.
- Submit to Wisconsin Department of Justice monthly UCR reports.
- Provide for the proper storage, management and integrity of forensic evidence.
- Provide for the proper storage, management and return of found or lost property.
- Property/evidence room and officer for property and evidence
- Administrative personnel to attach all case files to reports (photos, statements, etc.).
- Provide administrative personnel for constituent services requested either in person at the department, over the telephone, via email or online report.
- Maintain and manage all law enforcement records, including incident reports, arrest records, accident reports, citations, and juvenile referrals.

EXHIBIT M

****Position Paper: Fire & EMS Service Capability Comparison**

Proposed Town of Washington Incorporation Area**

Prepared for: Municipal Decision-Makers and Incorporation Review Authorities

Subject: Comparative Analysis of Eau Claire Fire Department (ECFD) and Township Fire Department, Inc. (TFD)

Executive Summary

A geographic and operational analysis of fire and EMS service to the proposed **Town of Washington Incorporation Area** reveals that the **Eau Claire Fire Department (ECFD)** is significantly better positioned to provide rapid, reliable, and advanced emergency response compared to **Township Fire Department, Inc. (TFD)**.

Using the updated station coordinates and GIS-modeled response capability, the findings show:

1. ECFD can reach a substantially larger portion of the incorporation area within an 8-minute total arrival time.

ECFD's full-time staffing yields **2-minute turnout times**, allowing more time for actual travel.

2. TFD's volunteer turnout time—typically 6–8 minutes—consumes most of the arrival window.

This leaves only 1–2 minutes available for travel, resulting in significantly smaller effective coverage zones.

3. ECFD operates multiple ladder trucks, which TFD does not.

Ladders provide vertical rescue, elevated water streams, commercial fire response, and major incident capabilities not available within the TFD model.

4. The incorporation area contains dense residential development, major commercial corridors, and high-risk roadway infrastructure.

These land uses require **urban-level fire protection**, not the rural volunteer model.

Overall, the evidence demonstrates that ECFD offers a safer, faster, and more capable level of service for the incorporation area.

1. Deployment Model Differences: Career vs. Volunteer

ECFD – Fully Staffed, Career Department

- Firefighters and paramedics remain **on duty 24/7** in stations.
- **Turnout time: 1–2 minutes**, consistent with NFPA 1710.
- Units respond immediately with full crews.

TFD – Paid-on-Call/Volunteer Model

- Personnel must **travel from home or work** before apparatus responds.
- **Turnout time: 6–8 minutes**, consistent with NFPA 1720 expectations.
- Unit staffing varies based on volunteer availability.

Operational Outcome

Turnout time is the single largest factor influencing arrival performance.

ECFD's rapid turnout allows them to use most of the 8-minute NFPA benchmark for **actual travel**, whereas TFD uses most of it simply assembling personnel.

The updated map reflects this reality clearly:

ECFD arrival zones cover the majority of the incorporation area; TFD arrival zones cover significantly less.

2. Station Locations and Geographic Advantage

Using the user-provided, verified coordinates:

ECFD Stations

Strategically located around Eau Claire's perimeter:

- Station 2: 44.81201, -91.49764
- Station 5: 44.79218, -91.49473
- Station 6: 44.77070, -91.45703
- Station 8: 44.85923, -91.47856

- Station 9: 44.83403, -91.55055
- Station 10: 44.82389, -91.46727

The distribution of these stations, particularly Stations 2, 5, 6, 9, and 10, provides **multi-directional coverage** into the incorporation area.

TFD Stations

- Somerset, Brunswick, Pleasant Valley, Washington, Union
- Stations are more widely spaced, covering a much larger rural service territory.
- Due to volunteer turnout, geographic distance matters less than **time lost waiting for responders**.

Map Finding

When response models were generated using identical assumptions (8-minute total arrival goal), **ECFD consistently reached farther** because only **2 minutes** were consumed by turnout, leaving **6 minutes** for travel.

TFD typically had **2 minutes or less** available for travel, producing much smaller effective coverage zones.

3. Ladder Truck Capability – A Critical Operational Difference

One of the most significant service distinctions is that **ECFD operates ladder trucks**, while TFD does not field comparable elevated apparatus.

ECFD Ladder Truck Capabilities Include:

- Vertical rescue and removal from upper floors.
- Aerial access for commercial buildings, apartments, and hotels.
- Elevated water stream operations for structure fires.
- High-angle rescue operations.
- Ventilation from height, improving fire control.
- Improved firefighter safety and survivability during interior operations.

Why This Matters for the Incorporation Area

The proposed incorporation area includes:

- Multi-story commercial buildings.
- Retail centers.
- Apartment structures and planned residential growth.

- High-density mixed-use corridors (especially near US 53 and State Road 93 & I94).

Without ladder capability, TFD cannot provide:

- Effective upper-floor rescue.
- Elevated master streams.
- Rapid vertical ventilation.

This significantly reduces effective fire control on larger or multi-story structures, increasing:

- Fire spread.
- Structural loss.
- Civilian and firefighter risk.

ECFD's ladder trucks fundamentally elevate the level of protection in ways that TFD cannot match.

4. Arrival Time Analysis (Based on GIS Modeled Data)

(See Incorporation Map)

ECFD Arrival Model

- **2 min turnout + 6 min travel**
- Large arrival zones that cover most of the incorporation area
- Multiple stations overlapping coverage, increasing reliability

TFD Arrival Model

- **6 min turnout + 2 min travel.**
- Significantly smaller arrival zones.
- Many areas in the incorporation boundary fall **outside** practical TFD arrival capability within 8 minutes.

GIS Map Conclusion

The updated map clearly shows a **substantial response gap** favoring ECFD.

5. Multi-Unit and ALS Capacity

ECFD Advantages

- Multiple staffed engines and ladder trucks.
- Dedicated paramedic ambulances.
- Battalion chief/safety officer response.
- Depth of resources for simultaneous emergencies.
- Consistent ALS-level EMS care.

TFD Limitations

- ALS/EMS availability depends on volunteer responder mix.
- Multi-unit fire response may require mutual aid.
- Additional operational delays for second or third-arriving units.
- Daytime volunteer availability is typically lower, increasing risk.

Incorporation areas undergoing urban development require reliable multi-unit fire response and consistent ALS staffing—capabilities that ECFD can deliver, but TFD cannot guarantee.

6. Land Use and Risk Characteristics of the Incorporation Area

The incorporation area includes:

- Dense subdivisions.
- Retail corridors.
- Multi-unit housing.
- High-traffic transportation routes (US 53, State Highway 93 and I-94)
- Several special-hazard occupancies

These risk profiles favor an **urban response model**, not a rural volunteer system.

Conclusion

The integration of updated geospatial response modeling, staffing analysis, and apparatus capability leads to a clear and compelling conclusion:

Eau Claire Fire Department provides faster, more reliable, and higher-capability service to the proposed incorporation area than Township Fire Department, Inc.

ECFD's:

- Full-time staffing.
- Rapid turnout times.
- Strategic station placement.
- Ladder truck capability.
- Robust multi-unit and ALS coverage.

...combine to deliver a level of service aligned with **urban and suburban emergency needs.**

TFD, while a committed and essential volunteer department, is operationally structured for **rural service**, not the growing and complex demands of the Town of Washington's proposed incorporation area.

From a public safety, operational readiness, and community risk standpoint, **ECFD is the stronger provider for this geography.**

Training, Capabilities, and Risk Environment

Industrial and Commercial Risk Environment

The proposed incorporation area contains a range of commercial, industrial, and transportation hazards requiring advanced fire, rescue, and hazardous materials capabilities. These risks exceed the operational design of a rural volunteer fire department and require the training, staffing, and apparatus of a career department.

WRR Industrial Facility: Existing Hazard Profile

Waste Research and Reclamation (WRR), located within the proposed incorporation area, is a hazardous-materials processing and reclamation facility. WRR handles chemical waste streams, flammable liquids, corrosives, and industrial by-products that require technician-level assessment during emergency incidents.

2007 WRR Fire (Mutual Aid Response)

In 2007, WRR experienced a major industrial fire involving chemical storage, flammable materials, and hazardous waste products.

- Eau Claire Fire Department (ECFD) responded under formal mutual aid request from Township Fire Department and served as the lead agency.
- Multi-company fire suppression was required.
- Hazardous Materials Technicians conducted monitoring and atmospheric assessment.

- Ladder trucks were needed for elevated operations and master streams.
- Extended operational periods required relief crews and full respiratory protection management.

TFD did not have the staffing, HazMat qualifications, or apparatus required to independently manage this incident.

2010 WRR Fire (Mutual Aid Response)

In 2010, Waste Research and Reclamation (WRR) experienced another significant industrial fire. Similar to the 2007 event, Township Fire Department (TFD) issued a formal mutual aid request for assistance from the Eau Claire Fire Department (ECFD). ECFD responded with career-staffed fire companies, hazardous materials capability, and specialized apparatus to support suppression, monitoring, and scene control. This incident further demonstrates that WRR-related emergencies are recurring and routinely require the advanced capabilities of ECFD beyond the volunteer response model.

2020 WRR Fire & Chlorine Leak (Mutual Aid Response)

In 2020, WRR experienced a Fire with a subsequent chlorine leak that required advanced monitoring, hazard isolation, and chemical assessment.

- ECFD HazMat Technicians deployed detection equipment and PPE not available to TFD.
- Incident operations required evacuation considerations and air monitoring.
- ALS paramedics provided medical standby for potential toxic exposure.

This event demonstrated that hazardous-materials emergencies within the incorporation area recur and require capabilities beyond those of a volunteer department.

Training and Certification Differences

ECFD provides:

- Full-time, career-staffed firefighters and paramedics.
- NFPA-compliant fire suppression, technical rescue, and hazardous materials training.
- Ladder truck operations and aerial rescue capability.
- Technician-level hazardous materials team.
- Pre-fire planning, inspections, and fire code enforcement.
- Multi-company response capability with immediate turnout.

TFD provides:

- Volunteer responders with variable availability.
- Limited technical rescue capability.
- No ladder truck program.
- No hazardous materials technician-level response.
- No full-time paramedic staffing.
- Limited ability to conduct pre-planning or fire inspections.

Capability Implications for Commercial and Industrial Use

The incorporation area already includes uses that require:

- Aerial access and elevated streams for commercial structures.
- Hazardous materials mitigation capability.
- Technical rescue resources.
- ALS-level EMS support.
- Multi-unit, simultaneous-response capacity.

Future Development Concerns

The incorporation petition forecasts substantial additional commercial, industrial, and residential development. However, it does not include:

- A plan for a village fire department.
- Funding for stations, ladder trucks, or full-time staffing.
- An EMS system.
- Inspection and code enforcement infrastructure.

Relying solely on TFD—a regional volunteer system designed for rural low-density areas—poses growing public safety concerns for:

- Residents.
- Businesses.
- Industrial facilities.
- Surrounding jurisdictions through increased mutual-aid demands.

Conclusion of Section

Past WRR incidents in 2007, 2010, and 2020 demonstrate that the proposed incorporation area already generates industrial and hazardous-materials emergencies requiring the advanced training, staffing, and apparatus of the Eau Claire Fire Department. As development grows, this gap widens. ECFD is the only agency positioned to meet current and future fire and EMS needs in the area.

Documented Incident History and Apparatus Deployment

Incident response records for the Town of Washington demonstrate that fire incidents within the proposed incorporation area have required structural fire response and specialized apparatus, including both engine and truck (ladder) companies.

Review of incident data shows:

- Multiple incidents classified under FD1.21 fire incident categories.
- Responses requiring engine companies for fire suppression and water supply.
- Responses requiring truck (ladder) apparatus, indicating the need for elevated access, vertical ventilation, roof and overhead operations, coordinated search and rescue, and complex fireground functions.
 - 2013- Commercial Building Fire- London Road. **Truck Company** Response.
 - 2015- Residential Building Fire- Beverly Hills Drive. **Truck Company** Response.
 - 2017- Residential Building Fire- Prill Road. **Truck Company** Response.
 - 2017- Residential Building Fire- Hickory Road. **Truck Company** Response.
 - 2018- Residential Building Fire- Alf Avenue. Engine Company Response.
 - 2022- Residential Building Fire- Shellamie Drive. **Truck Company** Response.
 - 2024- Residential Building Fire- Rose Street. Engine Company Response.

The documented deployment of truck companies is significant. Ladder trucks are not routinely deployed for minor or low-risk incidents. Their use is consistent with recognized residential, commercial, and industrial fire conditions that present increased complexity, vertical access requirements, life-safety hazards, or elevated fireground risk.

WRR Incidents Supported by Apparatus and Response Data

Waste Research and Reclamation (WRR), located within the proposed incorporation area, experienced documented emergency incidents in 2007, 2010, and 2020. Each incident resulted in a formal mutual aid request from Township Fire Department (TFD) to the Eau Claire Fire Department (ECFD).

Incident response data demonstrates that these events required:

- Engine companies for sustained fire suppression operations.
- Truck (ladder) apparatus for elevated and complex fireground functions.
- Multi-unit response capability and extended operational staffing.

The documented use of truck companies is consistent with fire conditions encountered in residential, commercial, and industrial occupancies, particularly where fire spread is not confined to a single compartment, where vertical access or roof operations are required, or where structural layout and fire load increase operational complexity.

Mutual Aid and Capability Findings

Each WRR-related incident resulted in a formal mutual aid request from TFD to ECFD, reflecting the scale, complexity, and operational demands of the emergencies involved.

The repeated deployment of ECFD engines and truck companies establishes a documented pattern of reliance on ECFD to manage fire incidents consistent with residential, commercial, and industrial fire conditions within the incorporation area.

This reliance is attributable to structural capability differences, including:

- Availability of ladder trucks.
- Career staffing sufficient for sustained operations.
- Hazardous materials assessment capability.
- Advanced incident command resources.

Implications for Service Adequacy

Documented apparatus deployment demonstrates that the incorporation area already generates fire incidents consistent with residential, commercial, and industrial fire conditions that require ladder truck capability and multi-unit response. Such capability is maintained by ECFD and is not available within the TFD volunteer response model.

EXHIBIT M-2

