TOWN OF BLOOMING GROVE AND CITY OF MADISON COOPERATIVE PLAN UNDER SECTION 66.0307, WISCONSIN STATUTES

APRIL 20, 2006

TOWN OF BLOOMING GROVE AND CITY OF MADISON COOPERATIVE PLAN UNDER SECTION 66.0307, WISCONSIN STATUTES

The **TOWN OF BLOOMING GROVE**, a Wisconsin municipality with offices at 1880 South Stoughton Road, Madison, Wisconsin 53716 (hereinafter "**Town**"), and the **CITY OF MADISON**, a Wisconsin municipal corporation with offices at 210 Martin Luther King, Jr. Blvd., Madison, Wisconsin 53703 (hereinafter "**City**") enter into this Cooperative Plan, (hereinafter "**Cooperative Plan**" or "**Plan**"), subject to approval of the State Department of Administration, under authority of Section 66.0307, Wisconsin Statutes.

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

WHEREAS, the purpose of a cooperative plan is cited in Section 66.0307(3)(b), Wisconsin Statutes, as follows:

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

and,

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

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

This Cooperative Plan between the Town and the City is organized around all of the options above; and,

WHEREAS, on February 18, 2005, the City and Town entered into an Intergovernmental Agreement (the "Agreement") under authority of Section 66.0301, Wisconsin Statutes, to provide the basic foundation for this Cooperative Plan. The Agreement is attached hereto as **Exhibit 1**. As noted therein:

- A. The Town and the City are adjacent to one another and have a long history of disputes regarding boundaries and the provision of municipal services. Prior annexations to the Cities of Madison and Monona and the Village of McFarland have fragmented the Town, and potential and future annexations to the City make uncertain the long term viability of the Town as a separate governmental entity. The Agreement determines the Town's future with certainty, resolves potential disputes over Town territory, and establishes a basis for future governmental cooperation, providing for an orderly transition of Town territory to the City and the Village, and preserves the Town's viability while it remains a Town.
- B. The City desires that existing and new development in the Town north of Siggelkow Road be compatible with the City and eventually be assimilated by the City, and that all other development shall occur in the City, served by City municipal services and in compliance with applicable City development standards.
- C. The Town and the City desire to enter into the Agreement for the general purposes of guiding and accomplishing a coordinated, adjusted, and harmonious development of the Town and the City and transition from Town to City which will be in accordance with existing and future needs of the Parties and best promote public health, safety, morals, order, convenience, prosperity and the general welfare of the Parties and their residents as well as the efficiency and economy of the Parties.

D. The Town and the City believe that:

- (1) The annexations and boundary changes governed by the Agreement are reasonably compatible with the characteristics and adopted plans of both Parties taking into consideration present and potential transportation, sewer, water and storm drainage facilities and other infrastructure, fiscal capacity, previous political boundaries, boundaries of school districts and shopping and social customs.
- (2) The annexations and boundary changes governed by the Agreement are not the result of arbitrariness and reflect due consideration of compactness of area, orderly urban growth, and efficient delivery of municipal services.
- (3) Entering into the Agreement should not produce significant adverse environmental consequences to the natural environment and may help reduce significant adverse environmental consequences to the natural environment by promoting the orderly and coordinated development of the lands hereby affected.

- (4) The Agreement is generally consistent with current state and federal laws, shoreland zoning ordinances, municipal regulations and administrative rules that apply in the Town and the City.
- (5) The Agreement adequately addresses the delivery of necessary municipal services to the residents affected by the Agreement.

WITNESSETH

The Town of Blooming Grove and City of Madison enter into this Cooperative Plan under authority of Section 66.0307, Wisconsin Statutes, and jointly Petition the State of Wisconsin Department of Administration for Plan approval, in accordance with statutory procedures and time frames.

SECTION 1 PARTICIPATING MUNICIPALITIES

This Plan applies to the Town of Blooming Grove and City of Madison, located in Dane County, in south central Wisconsin, which respective boundaries are shown on **Exhibit 2**.

SECTION 2 CONTACT PERSONS

The following persons and their successors are authorized to speak for their respective municipalities regarding this Cooperative Plan: For the Town of Blooming Grove: Mike Wolf, Town Administrator/Clerk/Treasurer, 1880 So. Stoughton Road, Madison, WI 53716 (608) 223-1104, FAX (608) 223-1106; For the City of Madison: Bradley J. Murphy, Planning Unit Director, Room LL-100, Madison Municipal Building, Madison, WI 53703, (608) 266-4635, FAX (608) 267-8739

SECTION 3 TERRITORY SUBJECT TO THE COOPERATIVE PLAN

The territory subject to this Cooperative Plan is all of the Town territory shown on **Exhibit 2**.

SECTION 4 ISSUES, PROBLEMS, OPPORTUNITIES

This Cooperative Plan will address issues and problems and create opportunities as noted in the subsections below:

A. Protect the Town and Eliminate Annexation Disputes.

Like many urban towns located next to incorporated municipalities, the Town has been fragmented by numerous prior annexations to the Cities of Madison and Monona and the Village

of McFarland. Potential and future annexations to the City of Madison and Village of McFarland make uncertain the long term viability of the Town as a separate governmental entity. This Plan determines the Town's future with certainty through October 31, 2027, unless Early Termination of Protected Period is elected by Town, resolves potential disputes over Town territory, and establishes a basis for future governmental cooperation, providing for an orderly transition of Town territory to the City and the Village, and preserves the Town's viability while it remains a Town.

The term and implementation phases of boundary adjustments under this Cooperative Plan recognize and attempt to balance the competing desires of existing Town residential and commercial properties with the development needs of the City and other Town property owners. Owners of most existing residential and commercial parcels desire to remain in the Town as long as possible. Owners of larger developable parcels typically seek to annex to the City or Village and develop their lands to City or Village standards and with a full range of municipal services that the Town generally does not provide in most future urban growth areas.

Most significantly, the Plan provides for the eventual dissolution of the Town after a protected period of slightly more than twenty-one years. During the term of this Plan, unless otherwise provided, attachment to the City of Town parcels located north of Siggelkow Road and outside of designated Protected Areas will occur under a summary interim attachment procedure available only to willing owners. The Village of McFarland may annex Town lands south of Siggelkow Road in accordance with state law. Additionally, two Phased Attachments to the City of Town territory east of Interstate 39/90 and outside of Rustic Acres and the designated Protected Areas may occur without the consent of property owners in December, 2015 and December, 2020, respectively. On October 31, 2027, a final attachment to the City of all remaining Town lands, including any Town Protected Areas, islands and any other remaining Town territory, will occur and the Town will be permanently dissolved.

B. Assure Orderly Development of City and Town Within the Plan Area.

The City and Town agree that all defined "development" within all Town territory north of Siggelkow Road, except the defined Cooperative Development Property, shall be subject to approval by the City in accordance with the City Development Requirements.

The Cooperative Development Property shall be initially developed within the Town, but on City public water and sewer utility service, in accordance with applicable City Development Requirements and pursuant to a zoning and development plan jointly prepared and approved by both the Town and the City. As more specifically provided in this Plan, the Cooperative Development Property shall remain in the Town for a period of time approximately one-half of the remaining term of this Plan, or the time between the date of occupancy of substantial new construction on the Cooperative Development Property and October 31, 2027. Then, at the designated midpoint of the remaining term of the Plan, the Cooperative Development Property will be automatically attached to the City and the City shall thereafter make two specified annual revenue sharing payments (four installments) to the Town from taxes the City collects from the Cooperative Development Property.

Capital infrastructure improvements typically require a planning, design and construction timeline of several years in length. This Cooperative Plan will enable the City to confidently plan and design for the ultimate extension of public infrastructure improvements into all of the Town territory which will eventually become attached to and develop in the City. The timely extension of such public infrastructure and the orderly phasing of urban growth and development will be greatly enhanced by the Plan.

C. Establish Mechanism for Joint Planning.

Historically, Town and City officials have met only infrequently, usually on a reactive basis. Subsection 11.C. of this Plan requires the Town and the City to jointly plan for the zoning and development of the 70-acre Cooperative Development Property. This joint project represents an opportunity for new development and revenue for the Town during a significant portion of its remaining existence; and, it also represents an opportunity for the City to assist the Town in approving and developing an important urban infill project that will become a part of the City. Section 13 provides for joint planning and cooperation in the management and control of storm water. Subsection 11.E. provides for Town and City cooperation to find mutually acceptable solutions to issues concerning the operation of quarries and non-metallic mines located on Town parcels that are adjacent to the City. The Town and City also believe that this Plan itself provides a mutually beneficial framework for joint discussion and planning; and that it will lead to a reduction in intergovernmental tension and promote cooperation, joint planning and problem solving, for more efficient delivery of municipal services both within and beyond the Plan Area.

D. Provide for Revenue Sharing to Town for the Loss of Tax Revenue.

This Plan allows several early attachments to occur. Whenever a Town property is attached to the City under the Plan, the statutory revenue sharing procedure over the first five years the City collects taxes based upon the final Town share of property taxes will reduce the immediate impact of the loss of tax revenue to the Town's budget. The unique revenue sharing arrangement after attachment of the Cooperative Development Property represents a compromise balance of the Town's revenue needs and recognition of the initial joint approval and development of the project in the Town with the assistance of City public water and sewer utility services.

E. Orderly Urban Growth.

Without provision of urban services of municipal sewer and water, new development in the remaining Town territory with development potential could result in a patchwork of noncompact Town and "leap-frog" City growth. The parties agree to the restriction and regulation of development in accordance with the provisions of this Plan in the Town territory north of Siggelkow Road and outside of the Protected Areas and to permit this territory to be attached to the City and developed to City standards served by the full range of City municipal services and facilities as allowed by this Plan. Within and outside of the Protected Areas, the Town agrees to condition all development approvals upon review and approval by the City under the Development Requirements, except that the full range of urban services may not be required, in

the sole discretion of the City. This approach will promote a more uniformly compact, economical and orderly urban development under a full municipal service local jurisdiction.

F. Increase Level of Public Services Available to All Areas of Town.

As more specifically provided in Section 8 of this Plan, the City will plan for and construct public sanitary and water service infrastructure throughout the Cooperative Plan Area from time to time, as Town lands become attached to and developed in the City. These facilities will enhance public health through protection of ground and surface waters, and enhance public safety through availability of sufficient fire suppression water flows and adequate transportation systems. These public health and safety amenities will enhance the quality of life for both Town and City properties within the Plan Area.

SECTION 5 TERM OF THE PLAN AND BOUNDARY ADJUSTMENT PERIOD

- A. The term of this Cooperative Plan shall commence upon the date of its approval by the Wisconsin Department of Administration and shall terminate at 11:59 p.m. on October 31, 2027 (the "Transition Date"), or at such earlier time as the Town may cease to exist as a separate entity in accordance with the terms of this Plan. This term shall also be known as the "Protected Period." The term of the boundary adjustment period under this Plan shall also commence upon the date of approval by the State Department of Administration and shall terminate on the Transition Date. The basis for the twenty-one plus (21+) year boundary adjustment period is that such time period is deemed by the Town and City to be necessary to protect existing Town owners from annexations against their will and for the City and the Village of McFarland to fully assimilate the Town territory in an orderly and cost effective manner. Certain specified obligations, including, but not limited to, those in Section 17 of this Plan shall continue beyond the term of the Plan. Except for the final transfer of assets and liabilities from the Town to the City, no payments or revenue sharing between the Parties shall continue after the Transition Date.
- B. Early Termination of Protected Period. On or after January 1, 2019, the Town may, upon a 4/5 vote of the Town Board, elect to have all of the territory remaining in the Town become a part of the City upon at least fifteen months' written notice to the City, unless a different notice period is agreed to by the Parties, by designating an earlier Transition Date and thereby shortening the Protected Period.
- C. Town Government During the Protected Period. Except as otherwise provided in this Plan, the Town retains full and independent governmental authority throughout the Town during the Protected Period. The Town shall exercise that authority in good faith in order to protect the Town's interests and to assure that the Town's finances and property are in reasonable condition for transfer to the City at the end of the Protected Period.

SECTION 6 DEFINITIONS

For the purposes of this Plan:

- A. "Develop" or "development" refers to division of land, or construction of more than one principal structure on a parcel of land, or rezoning a parcel from a residential or agricultural classification to a non-residential classification. Use or division of land by the Town or City for governmental purposes does not constitute development.
 - B. "City Development Requirements" means the City's adopted ordinances, plans, policies, standards and procedures and include, but are not limited to, all adopted neighborhood development plans, land use, master or comprehensive plans, the Land Subdivision Regulations Ordinance (Sec. 16.23, Madison General Ordinances ("MGO"), Impact Fee Ordinance (Chapter 20, MGO), and the Public Stormwater System Including Erosion Control Ordinance (Chapter 37, MGO). All new or replacement signs, billboards or street graphics in the Town shall comply with the restrictions of the Madison Street Graphics Control Ordinance (Chapter 31, MGO) and with the applicable Dane County sign regulations. In the event of a conflict between the City and Dane County sign regulations, the more restrictive regulations shall apply.
- C. "Cooperative Development Property" means the territory north of Milwaukee Street and along North Fair Oaks Avenue in the Town that is described in the legal description and shown on the diagram attached hereto and incorporated herein as **Exhibit 3**.
 - D. "Town island" means territory in the Town completely surrounded by City territory.
 - E. "Exhibits" referred to in this Cooperative Plan are attached to the Plan and incorporated as part of the Plan.
- F. "Plan Area" or "Cooperative Plan Area" is the territory subject to and covered by this Cooperative Plan and includes the entire Town of Blooming Grove. The Plan Area is shown and described in **Exhibit 2**.
 - G. "Protected Areas" is the territory of the Town specified in § 9.C. of this Plan.
 - H. "State approval" means State approval of this Cooperative Plan, under Wis. Stat. § 66.0307, at the conclusion of any judicial appeal.

SECTION 7 CURRENT LAND USE AND PHYSIOGRAPHIC CONDITIONS OF THE TERRITORY OF THE COOPERATIVE PLAN AREA

The territory subject to and covered by this Cooperative Plan is the entire Town of Blooming Grove. The Cooperative Plan Area is also included in the City's Comprehensive Plan (the "Comprehensive Plan"), adopted on January 17, 2006. The territory covered by the Comprehensive Plan is referred to herein as the "Comprehensive Plan Area." The City's Comprehensive Plan includes a description of existing conditions within the Comprehensive Plan Area. The existing conditions and background section of the Comprehensive Plan provides a narrative summary of existing land uses, topography and natural features, stormwater drainage, and site analyses. The Comprehensive Plan includes a series of maps summarizing existing conditions and growth and development problems and opportunities in the area covered by the Plan.

In addition the following more detailed neighborhood development plans covering some of the Cooperative Plan Area include:

- Cottage Grove Neighborhood Development Plan, 1992
- Sprecher Neighborhood Development Plan, 1998
- Marsh Road Neighborhood Development Plan, 1999

The adopted neighborhood development plans guide the City's growth and development and extension of urban services within each of the neighborhoods. Some urban development has begun in all planned neighborhoods covered by adopted neighborhood development plans Included as **Exhibit 4**, is a current land use map for the Cooperative Plan Area which shows the level of existing development within the Cooperative Plan Area.

The City's <u>Peripheral Area Development Plan</u> was prepared by the City and adopted in 1990. While the more recent and more detailed neighborhood development plans provide more current adopted policy recommendations for the Comprehensive Plan Area, the Peripheral Area Development Plan contains useful background information on conditions which existed within the Comprehensive Plan Area, and the growth and development policy recommendations applicable to this area in 1990. The Comprehensive Plan updates the City's 1990 Peripheral Area Development Plan.

In addition to the City's adopted plans, the Town of Blooming Grove has prepared a Comprehensive Plan ("Town Comprehensive Plan"), which was adopted September 13, 2005. The Town Comprehensive Plan provides a general description of the physiographic conditions within the Town, a demographic profile, household characteristics, population projections, a summary of existing and proposed land uses and all nine required elements under the State's Smart Growth Law. In 2002, the Dane County Regional Planning Commission published a report based on the 2000 Decennial Census and the results of a 2000 Land Use Inventory for the County. This report entitled Dane County and Community Data 1970-2000, provides updated

data on the socio-economic characteristics of both the Town of Blooming Grove and the City of Madison and a land use inventory for both communities.

While there are large undeveloped parcels remaining in the area east of Interstate 39/90, the vast majority of the remaining area of the Town has been subdivided, primarily for single-family detached housing. Land use changes and development proposals within the Town will be guided by the Town's adopted plans and the City's adopted plans and by the specific requirements included within the Cooperative Plan.

SECTION 8 PROVISION OF SANITARY SEWER AND WATER SERVICE AND DEVELOPMENT IN COOPERATIVE PLAN AREA OUTSIDE OF PROTECTED AREAS

The City will plan for and construct public sanitary and water service infrastructure throughout the Cooperative Plan Area, outside of Protected Areas, from time to time, as Town lands become attached to and developed in the City. With two conditional exceptions noted below, the City will continue its ordinance policy of not extending public sewer and water to serve unincorporated territory outside of Protected Areas.

First, as briefly mentioned above in subsection 4.B. and as discussed in more detail in Section 11.C. below, the jointly approved development of the Cooperative Development Property shall be initially developed within the Town, but on City public water and sewer utility service. The Cooperative Development Property shall remain in the Town for a period of time approximately one-half of the remaining Protected Period, or the time between the date of occupancy of substantial new development and October 31, 2027. Then, at the designated midpoint of the remaining Protected Period, the Cooperative Development Property will be automatically attached to the City. Consequently, the City will be upholding its ordinance policy by extending public sewer and water service to the Cooperative Development Property only upon an irrevocable commitment of the Cooperative Development Property's automatic attachment to the City under a boundary adjustment provision of this Plan. Second, property in the Town may receive City sewer and water service as more specifically described in Section 12.C. of this Plan. The conditions of receiving such utility services are that the said services must be reasonably available, the property must be in the Urban Service Area, and the owner must agree to pay any costs of extension and connection to those services, plus interest thereon, over a five-year period and must further agree to attachment of the property to the City at the end of the five-year period, unless the subject property is already scheduled for attachment in less than five years under either a Phased or Final Attachment. The procedure to be followed for implementation of the property owner's agreement to attach may be through the contemporaneous adoption of an Intermediate Attachment ordinance with the effective date of attachment delayed for the five-year period. The City will be upholding its ordinance policy by extending public sewer and water service only upon an irrevocable commitment of attachment. Instead of paying to fix private wells and/or failing septic systems, the property owner will pay the initial costs of extension and connection to the City public utility services over five years, without also having to pay a higher local share of property taxes to the City during the same fiveyear period.

Prior to lands being served by public sewer service, the land must be included in the Central Urban Service Area or a limited service area under the provisions of the <u>Dane County Land Use and Transportation Plan</u> and the <u>Water Quality Management Plan</u>. To establish a limited service area or to amend the Central Urban Service Area boundary, the Dane County Community Analysis and Planning Division, or a successor agency to the Dane County Regional Planning Commission, and the Wisconsin Department of Natural Resources must approve the request.

SECTION 9 ATTACHMENT OF TOWN TERRITORY TO CITY

- A. Immediate Attachment. The Ho-Chunk Nation lands, located south of Millpond Road, together with certain highway right of way segments, described in the legal description and shown on the map attached hereto as **Exhibit 5**, shall be attached to the City by adoption of an attachment ordinance adopted by a majority of the members of the City's Common Council, and without the consent of the owners or electors. Such ordinance shall become effective upon final State approval of this Cooperative Plan. At that time, the City Clerk shall provide notice of this Immediate Attachment, as required under the Procedure for Intermediate Attachments in paragraph 10.A.(2) below.
- **B.** Intermediate Attachments. During the Protected Period, there may be an unlimited number of Intermediate Attachments of Town territory north of Siggelkow Road, except lands in the Protected Areas or as expressly provided in this Plan, to the City prior to either of the two Phased Attachments or the Final Attachment hereinafter provided. The Procedure for Intermediate Attachments recognizes a compromise respecting the desire of the current property owners to remain Town property owners for as long as the Protected Period of this Cooperative Plan, subject to Phased Attachment in 2015 or 2020, or Final Attachment in 2027, unless those property owners petition the City for Intermediate Attachment. Approval of resident electors shall not be required.
- **C. Protected Areas.** During the Protected Period, the City shall not attach any territory from the following areas in the Town that are described in the descriptions and shown on the map attached hereto and incorporated herein as **Exhibit 6** (the "Protected Areas"): Gallagher Plat; Gallagher Garden; April Hill Subdivision; Rambling Acres Subdivision; Freeway Manor; Weather Oaks; the existing developed business and commercial areas along US Highway 12/18.
- **D.** Rustic Acres. The area known as "Rustic Acres" in the northeast portion of the Town is shown and described in the map and description attached hereto and incorporated herein as **Exhibit 7**. During the Protected Period, the City may attach territory in Rustic Acres, in accordance with the provisions of subsection 9.B. above. However, Rustic Acres is not included in the North Phased Attachment Area of subsection 9.E. below.
- **E. Phased Attachments.** All or part of Town territory east of the western right-of-way line of Interstate 39/90 and north of Siggelkow Road, as described in the description and

10

shown on the map attached hereto as **Exhibit 8** (the "North and South Phased Attachment Areas"), except territory in the Protected Areas, Rustic Acres (as described in subsections 9.C. and D. above), and the territory north of Weather Oaks described and shown in the legal description and diagram attached hereto as **Exhibit 9**, is subject to early attachment to the City, without the consent of property owners or electors, as described in subsection 10.B. below. Intermediate Attachments with the consent of the property owner are also permissible within the North and South Phased Attachment areas. The territory north of Weather Oaks shown on Exhibit 9 may be attached by the City in accordance with subsection 9.F. below.

F. General Attachment Provisions.

- (1) The Town shall not oppose any attachments permitted by this Cooperative Plan or provide support, financial or otherwise, to those who do.
- (2) The City shall be responsible for all municipal services in the attached territory beginning on the effective date of the respective attachment.
- (3) Notwithstanding any amendment of the statutes subsequent to the effective date of this Plan, and except as otherwise provided in this Plan, the Town shall be entitled to all taxes (as between the City and the Town) for the year in which the attachment is effective, and revenue sharing from the City to the Town for all Immediate, Intermediate and Phased Attachments of Town territory shall be for five (5) years, as provided for annexations under 2003 Wisconsin Act 317.
- (4) Except as expressly allowed in this Plan, the City shall not attach any territory contrary to the wishes of any owners of the parcels proposed for attachment. Approval of resident electors shall not be required for any attachments to the City.
- G. Attachment of Cooperative Development Property. During the Protected Period, the City may attach the Cooperative Development Property, only in accordance with the provisions of subsection 11.C. below, by adoption of an attachment ordinance adopted by a majority of the members of the City's Common Council, and without the consent of the owners or electors of the Cooperative Development Property. At that time, the City Clerk shall provide notice of this Attachment, as required under the Procedure for Intermediate Attachments in paragraph 10.A.(2) below.
- H. Final Attachment. Final attachment of all territory remaining in the Town at the end of the Protected Period, including any territory south of Siggelkow Road, shall be effective at the end of the Protected Period, 11:59 p.m. on October 31, 2027, pursuant to a Final Attachment Ordinance, which shall be adopted by a majority of the elected members of the City Common Council, attaching all remaining Town lands to the City. The Parties acknowledge and agree that the City's adoption of the Final Attachment Ordinance is a fundamental condition and that absent the adoption of the Final Attachment Ordinance, the Parties would not have entered into this Plan. In the event the City does not adopt the Final Adoption Ordinance as required by this Plan, the Town may seek specific performance of this provision from a court of competent jurisdiction. The Final Attachment Ordinance may designate temporary or permanent zoning classifications for each parcel of land as prescribed in Sec. 62.23(7)(d), Wis. Stats. No revenue

11

sharing shall be paid by either party. However, the Town shall take all necessary steps to transfer all Town assets and liabilities to the City on or before the end of the Protected Period. The City Clerk shall file, record, or send the Final Attachment Ordinance in the same manner as described under paragraph 10.A.(2) below.

I. Intermunicipal Cooperation Agreement Between Madison and McFarland.

The City and the Village of McFarland, Wisconsin ("Village"), have entered into an agreement entitled "Intermunicipal Cooperation Agreement Between the City of Madison and the Village of McFarland relating to Lands Easterly of Marsh Road, Northerly of Eighmy Road, and Southerly of Siggelkow Road" dated November 26, 1997 (the "McFarland Agreement"). The McFarland Agreement has a term of 20 years, which expires on or about April 1, 2018. The McFarland Agreement provides in relevant part that no property south of Siggelkow Road and between School Street and County Highway AB (the "Southern Siggelkow Area") shall be annexed to the City during the term of the McFarland Agreement. The Town acknowledges that the City and the Village may make arrangements prior to or after the expiration of the McFarland Agreement that would allow any property in the Southern Siggelkow Area that becomes a part of the City on the Transition Date pursuant to this Plan under subsection H. above, to be detached from the City and attached to the Village after the Transition Date.

SECTION 10 PROCEDURE FOR INTERMEDIATE AND PHASED ATTACHMENT

- **A. Procedure for Intermediate Attachments.** The procedure for Intermediate Attachment of territory from the Town to the City shall be as follows:
- (1) Upon written petition for attachment filed with the City Clerk on City forms signed by all of the owners of all the land, exclusive of Town roads abutting such land, the City may, with ten (10) days advance, written notice to Town Clerk, without further review and approval of the Town, and without mandatory review and recommendation by the City Plan Commission or any other sub-unit of City, adopt Attachment Ordinances by a majority of the elected members of its Common Council attaching the territory constituting the Intermediate Attachment. Town territory included in an Intermediate Attachment will be attached to the City effective at 12:01 a.m., on the next Monday after adoption of the respective Attachment Ordinance, unless a different date is specified therein. The City may adopt Attachment Ordinances for Town parcels whose owners request City public water or sewer utility service, with a delayed effective date of up to five years, as described in Section 8 of this Plan. The Attachment Ordinances may designate a temporary zoning classification for each parcel.
- (2) Following adoption of each such Attachment Ordinance, the City Clerk shall immediately file, record and send copies of the same, in accordance with Sec. 66.0217(9)(a), Wis. Stats, as incorporated by Sec. 66.0307(10). Failure to file, record or send shall not invalidate the attachment and the duty to file, record or send shall be a continuing one. The information filed with the Secretary of State shall be utilized in making adjustments to entitlements under the federal revenue sharing program and distribution of funds under chapter

- 79, Wis. Stats., and to any successor or other federal or state entitlement or revenue-sharing program.
- (3) No land shall be attached to the City as an Intermediate Attachment without the consent of the owner(s). Where a petition for attachment involves residential property occupied by electors other than the owner(s) (or land contract vendee), only the owner(s) have the right to consent to and petition for the attachment. Approval of resident electors shall not be required.
- (4) All Intermediate Attachments shall include one half of the full width of abutting Town roads.
- (5) Territory may be attached to the City, under this Cooperative Plan, irrespective of the size, or shape of the territory covered by the petition. Such attachments may create Town Islands. The City, however, may reject any petition to attach territory that is not contiguous, configured or located in a manner as will enable City to provide adequate and timely service.
- **B.** Procedure for Two Phased Attachments. The procedure for the two Phased Attachments shall be as follows:
- (1) All or part of Town territory east of the western right-of-way line of Interstate 39/90 and north of the northern Chicago & Northwestern Railroad right-of-way line described and shown on **Exhibit 8 North** (the "North Phased Annexation Area") that has not previously been voluntarily annexed or attached to the City by January 1, 2015 may become a part of the City as follows:
 - (a) At any time between January 1, 2015 and August 31, 2015, the City, upon a 2/3 vote of the elected members of the City's Common Council, may adopt an ordinance attaching such territory. The attachment shall be effective as of 12:01 a.m. on the last Monday in December 2015. Unless otherwise agreed to by the Parties in writing, if the Town gives written notice to the City Clerk between January 1, 2015 and April 30, 2015 reminding the City of the City's right to attach under this subsection, then the City shall lose the right if it is not exercised by August 31, 2015. If the Town fails to give such notice and the City fails to exercise its right, then the City may, by June 30 of any year after 2015, adopt an ordinance attaching such territory effective at 12:01 a.m. on the last Monday in December of the same year.
 - (b) As a complete alternative to the City adopting an ordinance attaching such territory as provided in this paragraph (1), the City and the Town may agree in writing to a different schedule for attaching all or part of such territory to the City after January 1, 2015.
- (2) All or part of Town territory east of the western right-of-way line of I-39/90, south of the northern Chicago & Northwestern Railroad right-of-way line and north of Siggelkow Road described and shown on **Exhibit 8 South** (the "South Phased Attachment Area") that has not been voluntarily annexed or attached to the City by January 1, 2020 may become a part of the City as follows:

13

- (a) At any time between January 1, 2020 and August 31, 2020, the City, upon a 2/3 vote of the elected members of the City's Common Council, may adopt an ordinance attaching such territory. The attachment shall be effective as of 12:01 a.m. on the last Monday in December 2020. Unless otherwise agreed to by the Parties in writing, if the Town gives written notice to the City Clerk between January 1, 2020 and April 30, 2020 reminding the City of the City's right to attach under this subsection, then the City shall lose the right if it is not exercised by August 31, 2020. If the Town fails to give such notice and the City fails to exercise its right, then the City may, by June 30 of any year after 2020, adopt an ordinance attaching such territory effective at 12:01 a.m. on the last Monday in December of the same year.
- (b) As a complete alternative to the City adopting an ordinance attaching such territory as provided in this paragraph (2), the City and the Town may agree in writing to a different schedule for attaching all or part of such territory to the City after January 1, 2020.

SECTION 11 LOCAL ORDINANCES AFFECTING PLAN AREA

The Plan Area, during the term of this Cooperative Plan, shall be governed by City, County and Town General Ordinances, and by applicable zoning ordinances as hereinafter provided:

- **A. Attached Territory.** Town territory attached to the City from time to time under this Cooperative Plan shall become City territory subject to all City Zoning and General Ordinances on the effective date of attachment.
- **B. Development of Town Territory.** All Town territory, other than the Cooperative Development Property as provided in subsection C. below, not yet attached shall be subject to applicable zoning ordinances and the following rules:
- (1) Any development in the Town shall be subject to approval by the City in accordance with City Development Requirements. In the Protected Areas, the full range of urban services may not be required, in the sole discretion of the City. In areas outside of the Protected Areas, the full range of urban services, including City water and sewer service, and attachment to the City may not be required, in the sole discretion of the City. The Town shall not grant any development approvals inconsistent with this paragraph.
- (2) All new or replacement signs, billboards or street graphics ("signs") not part of any development shall comply with the restrictions of the Madison Street Graphics Control Ordinance, Chapter 31, Madison General Ordinances and with the applicable Dane County sign regulations. In the event of a conflict between the Madison and Dane County sign regulations, the more restrictive regulatory provision shall apply. The Town agrees to condition any electrical or other permits that it issues for new signs upon City approval that the proposed sign complies with the Madison Street Graphics Control Ordinance.

- (3) The division of a five (5) acre or larger parcel (including parcels that are less than 5 acres because of a property acquisition by the City) existing as of February 18, 2005, into only two parcels for residential purposes shall not be considered "development" under this Plan, and the owners may divide and rezone the parcel to a single-family residential district and construct a single-family residence on each new parcel without the cooperation or approval of the City. A "parcel" is defined as the contiguous lands within the control of a single owner.
- (4) The City shall use its best efforts to give notice of zoning and other land use hearings, decisions and actions to the owners of record of properties in the Town, within the same distance from an affected property, in the same manner and on the same basis as it gives notice to the owners of record of properties in the City. The Town shall cooperate with the City to enable such notice. A failure to give notice shall not itself constitute a breach of this Cooperative Plan, but intentional, persistent or habitual failure to give notice shall be considered a breach of this Cooperative Plan.
- C. Development and Attachment of the Cooperative Development Property. The City and the Town specifically agree to work cooperatively on the joint planning and development of properties north of Milwaukee Street and along North Fair Oaks Avenue (the "Cooperative Development Property"). The Cooperative Development Property is described in the legal description and shown on the map attached hereto and incorporated herein as **Exhibit 3**.
- The City and the Town shall cooperate to establish zoning over the Cooperative (1) Development Property, pursuant to the procedure attached hereto and incorporated herein as **Exhibit 10**, to allow the development of the Cooperative Development Property while the Cooperative Development Property is in the Town, consistent with the Town's Comprehensive Plan and the City's Comprehensive Plan in effect at the time zoning is established. At the present time, those plans would allow development for residential single family and multi-family use, including senior elderly housing, and some limited amount of mixed uses including neighborhood commercial uses, and associated improvements including roads, utilities, parkland, multipurpose trails, wetlands, other open spaces, ponds, and other governmental uses. The zoning established by the Parties will be effective in the City when the Cooperative Development Property is annexed to the City pursuant to this Plan. Any new construction of principal structures or development of the Cooperative Development Property shall require the review and approval of both the Town and the City and, unless the Parties agree otherwise, shall be conditioned upon compliance with City Development Requirements, including payments of all applicable special assessments, extension and connection charges and impact fees associated with the development of the Cooperative Development Property. As long as the anticipated value of the improvements to the Cooperative Development Property is at least \$10,000,000, upon full build-out of the development, including all phases of the development, the City shall extend public water and sewer services to the Cooperative Development Property in advance of attachment in order to support development approved by the City and the Town.
- (2) In the event new principal structures are constructed on the Cooperative Development Property or the Cooperative Development Property is developed after February 18, 2005, the Cooperative Development Property shall remain in the Town and shall not be annexed

15

to the City for a period of time that is equal to approximately one-half of the period of time between: (a) the "Occupancy/Assessment Date," which is the date upon which an occupancy certificate/permit has been issued for new principal structures on the Cooperative Development Property and the assessed or appraised value of the new principal structures (excluding the value of public improvements such as streets or water and sewer facilities) is \$2,000,000.00 (Two million dollars) as jointly determined by the City's property tax assessor and the Town's property tax assessor; and (b) the Transition Date. In the event that the City's property tax assessor and the Town's property tax assessor cannot agree on the assessed or appraised value of the new principal structures on the Cooperative Development Property, the Parties shall jointly choose a third party with the appropriate experience to determine the assessed or appraised value of the new principal structures on the Cooperative Development Property. The Cooperative Development Property shall be automatically attached to the City effective as of 12:01 a.m. on the last Monday in December in the year which is closest to the mid-point between the Occupancy/Assessment Date and the Transition Date (the "Cooperative Development Property Base Year"). In the event that no new principal structures are constructed on the Cooperative Development Property or the Cooperative Development Property is not developed after February 18, 2005, the Cooperative Development Property shall remain in the Town until the Transition Date.

- (3) In lieu of the revenue sharing for attachments provided in subsection 16.A. of this Plan, the Town shall keep 100% of the local government share of tax revenues collected by the Town for the Cooperative Development Property while the Cooperative Development Property is in the Town and for the Cooperative Development Property Base Year ("base year revenue sharing amount"). Payments received by the Town in lieu of taxes, if any, shall not be included in the base year revenue sharing amount, and the City shall receive any and all such payments in lieu of taxes following attachment of the Cooperative Development Property as long as the City is responsible for providing the municipal services covered by such payments. Additionally, the City shall pay the Town 70% of the base year revenue sharing amount from taxes it collects from the Cooperative Development Property for the tax year after the Cooperative Development Property Base Year; and 50% of the base year revenue sharing amount from taxes it collects for the second year after the Cooperative Development Property Base Year. Payments are due in two equal installments: the first due on February 15 and the second due on August 15 of the second and third years after the year of attachment, respectively.
- **D.** Development of Attached Rustic Acres Territory. In the event the City attaches territory in Rustic Acres after February 18, 2005, development shall be allowed as follows:
- (1) Lots in Rustic Acres in existence on February 18, 2005 that are immediately adjacent to Milwaukee Street or Sprecher Road may be developed in compliance with the City's neighborhood development plan or Comprehensive Plan in effect at the time such lots are developed, and in compliance with the City Development Requirements.
- (2) For all other lots in Rustic Acres in existence on February 18, 2005, development shall be limited to residential land uses and necessary associated improvements including roads, utilities, parkland, and other governmental uses. Residential densities shall be limited to an

16

average of 8 units per net acre of development. Residential development shall be limited to single family detached dwellings and two-family dwellings. The height of residential structures shall be limited to 35 feet.

E. Cooperation Concerning Quarries and Non-Metallic Mines. The Town and the City will reasonably cooperate to find mutually acceptable solutions to issues concerning the operation of quarries and non-metallic mines located on parcels that are adjacent to the City.

SECTION 12

DESIGN AND CONSTRUCTION OF, AND SPECIAL ASSESSMENT FOR, PUBLIC STREETS, SIDEWALKS AND OTHER PUBLIC IMPROVEMENTS, AND PLACEMENT OF PUBLIC UTILITIES IN STREET RIGHT-OF-WAY IN TOWN TERRITORY PRIOR TO ATTACHMENT TO CITY

- **A.** The City shall use public highway rights-of-way to extend municipal services wherever reasonably possible. The Town shall permit use of Town roads for such purpose, subject only to the City's obligations to maintain access for emergency vehicles and owners and occupants of property in the Town and to restore the road upon completion of construction. Where the City cannot use public highways for extensions of services, the Town acknowledges the City's right to obtain easements from private property owners subject to compensation as required by state law.
- **B.** The City may levy special assessments against a parcel of property in the Town for public improvements that specially benefit the parcel. The Town hereby approves such future levies, under Sec. 66.0707, Wis. Stats. In the event that this blanket pre-approval provision is either not approved by the State Department of Administration or invalidated by a court of competent jurisdiction, the Town further agrees to the extent it may lawfully do so that it shall timely approve each such special assessment levy by separate resolution pursuant to said statute. The following provisions shall apply to all such City special assessments levied against Town parcels:
 - (1) The owner or other interested party may challenge such special assessments as an owner of property in the City would have the right to do.
 - (2) Payment of such special assessments shall be deferred and interest shall not accrue thereon until the parcel is attached to the City.
 - (3) Notwithstanding paragraph (2) above, the amount of each such special assessment shall be adjusted from the date of levy to the date of attachment based on the Engineering News Record Construction Cost Index, or such equivalent index as may be available at the time.
 - (4) Each such special assessment shall be payable in eight (8) annual installments with interest, from the date of attachment.

- Prior to attachment there shall be only one special assessment of each benefiting public improvement component (e.g. road pavement, curb and gutter, public sidewalk, street lights, street trees, traffic signals and other intersection improvement components, public drainage improvements, sanitary sewer mains, sewer interceptors, public water mains, etc.), except for driveway, curb and gutter and public sidewalk repairs which may be billable to the abutting benefited property as special charges for current services rendered pursuant to Sec. 66.0627, Wis. Stats., and corresponding City ordinances and policies generally applicable to all property in the City. In accordance with Sec. 66.0707, Wis. Stats., the Town hereby pre-approves the levy of such future special charges by the City. In the event that this blanket pre-approval provision is either not approved by the State Department of Administration or invalidated by a court of competent jurisdiction, the Town further agrees that, to the extent that it may lawfully do so, it shall timely approve each such special charges levy by separate resolution pursuant to said statute. Any assessment, subsequent to attachment to the City, for another improvement of the same component shall be made only if consistent with the City's special assessment policy generally applicable to all property in the City. The first payment for such subsequent assessments shall be deferred with interest to a date not less than 10 years after attachment and the assessments shall be payable in eight (8) annual installments.
- (6) The City may improve the following streets and levy special assessments against benefiting abutting properties in the Town for curb, gutter, a four (4) foot width of pavement and public sidewalk (if public sidewalk is reasonably necessary for public safety or convenience), in a manner consistent with the City's special assessment policy generally applicable to property in the City, including City Resolution No. 54841, adopted June 19, 2001: Siggelkow Road; Mill Pond Road and Savannah Road; Femrite Drive; Buckeye Road/County Trunk Highway AB/Brandt Road; Cottage Grove Road/County Trunk Highway BB; Sprecher Road (relocated) between Buckeye Road and Cottage Grove Road; Sprecher Road north of Cottage Grove Road, a portion of which will be relocated; Milwaukee Street; Rethke Avenue; Commercial Avenue Service Road (south of State Highway 30), Marsh Road; and Raywood Road. The City agrees that any improvements assessed under this provision will be materially the same for the Town portion of the street and the City portion of the street. For example, if sidewalks will be assessed, sidewalks will be installed on both the City and Town portions of the street. The payment of such special assessments for public street improvements in this subd. (6) shall not be deferred under subd. (2) above until the benefited parcel is attached to the City. Each special assessment may be payable by eight (8) annual installments with interest, or, if required to meet the financial needs of the owner(s) of benefited parcels as determined by the City's Board of Public Works, by no more than fifteen (15) annual installments with interest.
- C. Notwithstanding subsection B. above, any owner of property in the Town that is not in a Protected Area shall be entitled upon request to receive City sewer and/or water services prior to attaching the property to the City, provided such services are reasonably available, the property is in the Urban Service Area, and the owner agrees to pay for extension of the services to the property over a five year period with interest and agrees to attachment of the property at the end of the five year period. Costs for extension shall be determined on the same basis as

18

costs generally applicable for extensions to similarly situated property within the City, including the collection of applicable connection or area charges (such as MMSD) and impact fees. The City may require immediate adoption of Intermediate Attachment Ordinances for Town parcels whose owners request City public water or sewer utility service, with a delayed effective date of up to five years, subject to other procedural requirements of subsection 10.A. of this Plan. An owner's entitlement to receive sewer and/or water services under this paragraph applies only to: existing uses on existing parcels as of February 18, 2005; new or expanded uses on existing parcels after February 18, 2005, provided the new or expanded uses do not constitute development as defined in this Plan; and new houses and accessory structures built on parcels created under paragraph 11.B.(3).

- **D. Millpond Road.** The City shall perform the following maintenance and improvement responsibilities for Millpond Road:
 - (1) The City shall have the maintenance responsibility within the Millpond Road right-of-way from City limits west of the intersection with Savannah Road, west to the City limits at Evan Acres Road. Such maintenance responsibility shall include maintenance of pavement and drainage ditches, snowplowing, regulation of street and driveway access control for private properties in the City, and regulation of utilities. The Town shall retain street and driveway access control for private properties in the Town, and for traffic signing and marking as long as this road segment remains in the Town.
 - (2) At such future time, as determined by the City, that Millpond Road is reconstructed to urban standards, the Town and City agree to jointly share the cost of the improvements, which shall be divided between the Town and the City based upon the frontage of abutting properties in each jurisdiction. The prorated local share may be financed, in whole or in part, as a special assessment, or from the general revenues of each municipality, as determined in the sole discretion of each municipality. If assessed, the Town shall adopt a resolution levying the assessments in accordance with Wis. Stat § 66.0703.

SECTION 13 STORM WATER MANAGEMENT AND CONTROL

This Plan does not alter any rights the Town and the City have to continue to discharge public stormwater into the public stormwater system of the other Party; nor does this Plan require either Party to upgrade its respective public stormwater system. Except as otherwise agreed, the Town and the City shall be responsible for maintaining the public stormwater system located in their respective jurisdictions in compliance with applicable regulations. Owners of property in the Town requesting direct connection to the City's stormwater system shall be allowed to connect thereto, subject to becoming a customer of the Madison Stormwater Utility. Owners of property in the Town that have connected to the City's stormwater system without City permission shall either become a customer of the Madison Stormwater Utility or shall remove their connection. The City shall be responsible for notifying the owners of the property that are connected without City permission of this provision and for enforcing this provision. The

Parties are individually responsible for stormwater management in their respective jurisdiction, and for the Party's compliance with applicable stormwater management regulations, including Wisconsin Administrative Code Chapter NR 216 and WPDES Permit No. WI-S058416-2. The City and the Town may work cooperatively with regard to complying with applicable stormwater management regulations by sharing or further contracting with each other for services such as street sweeping, catch basin cleaning, or the maintenance of retention pond facilities.

SECTION 14 ENVIRONMENTAL EVALUATION OF THE COOPERATIVE PLAN

The City and Town have evaluated the environmental consequences of the Cooperative Plan, including air and water pollution impacts, energy use and the protection of environmentally sensitive lands. The Cooperative Plan identifies all remaining Town areas which will become part of the City and be developed within the City and provided with the full range of urban services consistent with the City's growth and development ordinances and environmental control ordinances. All of these development areas are located in relatively close proximity to the Madison Metropolitan area; the major employment, educational, recreational and cultural center serving the area.

Air Quality Impacts

Recommended land uses within the area covered by the Cooperative Plan include a mix of residential units, commercial development, recreational and open space uses, a limited amount of light manufacturing, research and specialized manufacturing uses. Smoke stack type, heavy industrial uses are not recommended. The primary air quality impacts associated with the Cooperative Plan relate to transportation related impacts and impacts related to additional electric generating capacity needed to serve the additional development. Given the relatively close proximity of the Cooperative Plan Area to the urban core, the City and the Town believe that the Plan should have comparatively lower air quality impacts than comparable development which would occur further away from the urban core, which would result in additional vehicle miles traveled, and additional air pollutants related to additional vehicular use As development occurs within the Plan area, the City of Madison will extend Madison Metro Transit service to serve the area which will further reduce the reliance on low-occupancy motor vehicle use within the area.

Water Quality Impacts

The entire Plan Area will ultimately be served by the City's Water Utility. The City prepares and maintains a 5-year master plan to guide the extension of municipal water service to growth areas. It is anticipated that only limited numbers of new structures within the Town will be served by private wells in accordance with local and state regulations. The Dane County Community Analysis and Planning Division, in cooperation with the University of Wisconsin and the United States Geological Survey, maintain a hydrological model which monitors the groundwater impacts of well pumping within the Madison Metropolitan area. Additional municipal wells will be sited in compliance with local and state regulations.

Stormwater management planning and control will occur in conformance with the provisions included in Section 13 of this Cooperative Plan. The City prepares stormwater management plans as part of each extension of the urban service area boundary and for each development proposal approved by the City. In addition, the City periodically prepares long-range plans for larger drainage basins. These long-range plans also guide the development and implementation of more specific stormwater management plans for each subdivision plat and specific development proposal.

The City's sewer utility and the Madison Metropolitan Sewerage District will provide sanitary sewer/waste water collection services to the Plan Area as urban services are extended and development occurs. The Madison Metropolitan Sewerage District will provide waste water treatment through the Nine Springs Treatment Plant, which has adequate capacity to serve the Plan Area. Very limited numbers of new structures will be served by on-site septic systems, sited and maintained in conformance with local and state regulations.

Development occurring within the Plan Area which occurs within the City will conform to the City's on-site erosion control ordinance.

Energy Use

Given the proximity of the Plan Area and the areas covered by the Cooperative Plan to the Madison Metropolitan core, the City and the Town believe that the energy use impacts associated with the Cooperative Plan will be comparatively lower than energy use impacts associated with development which would occur further away from the urban core. Energy use can be measured by the energy consumed by various sectors including residential, commercial, institutional, industrial, agricultural and transportation. In 2000, Madison prepared a Climate Protection Plan which includes a greenhouse gas analysis, emission reduction targets, resource usage patterns, an inventory of existing environmental programs and a local action plan which describes measures which can be taken to reduce negative climatic impacts, including: waste and recycling, climate change education and tree planting, energy use, and transportation. Natural gas and electricity will be provided to development within the Cooperative Plan Area by Madison Gas and Electric and Alliant Energy in their respective service territories.

Development occurring within the City within the Plan Area will eventually be served by Madison Metro Transit Service and on-going transportation demand management programs, including the Madison Metropolitan Planning Organization's Ride Sharing Program, which will further reduce energy impacts associated with the use of single-occupant vehicles. Implementation of the City's Pedestrian Plan and Bicycle Transportation Plan will further encourage the use of alternative modes of transportation and a commensurate reduction in the consumption of fossil fuels associated with the use of gasoline and diesel engine powered vehicles.

Environmentally Sensitive Lands

The City's Comprehensive Plan and neighborhood development plans encourage the development of neighborhoods at comparatively higher densities. These neighborhoods will be located in close proximity to the metropolitan core which reduces typical impacts of urban sprawl by concentrating development in areas that can be provided with the full range of urban services. Neighborhood development plans are prepared for lands in peripheral locations prior to the extension of services. The Town's adopted Comprehensive Plan, September 13, 2005 identifies sensitive natural areas within the Town. All of the lands within the Plan Area are also covered by the Dane County Water Quality Management Plan and the Dane County Land Use and Transportation Plan, which identify environmentally sensitive areas. In addition, the City's adopted neighborhood development plans include an assessment of existing conditions and environmentally sensitive features. The Town and the City agree to use these adopted plans, where applicable, to guide the development which occurs within areas covered by the Cooperative Boundary Plan. Environmentally sensitive lands will be identified and preserved as part of the development review and approval process. Within the Plan area, development will occur in conformance with the City's neighborhood development plans that identify environmentally sensitive lands to be preserved as part of the development process, which include parks and open space lands, wetlands, stormwater drainage corridors, flood plain lands, navigable streams, natural areas, significant woodlands, and steep slopes. Open space corridors provide opportunities to develop interconnected off-road pedestrian and bicycle trails to serve the neighborhoods. The preservation of open spaces also aids in the preservation of wildlife habitat within these urbanizing areas.

In summary, this Cooperative Plan has evaluated the potential environmental consequences associated with the implementation of the plan and has found no significant adverse environmental consequences to the natural environment, including air and water pollution, and energy use. The Cooperative Plan allows the City to fully develop and implement its neighborhood development plans which will result in the development of compact urban neighborhoods with the full range of urban services, including transit service. Additional development in the Plan Area will also be guided by the City's Comprehensive Plan. The Cooperative Plan provides a mechanism to ensure the orderly development and extension of services throughout the area covered by the Cooperative Plan.

SECTION 15 HOUSING NEEDS

The City's Comprehensive Plan and each of the adopted City neighborhood development plans includes a description of the recommended housing mix within planned neighborhoods. The Town has identified additional housing needs through the development of the Town's Comprehensive Plan for lands covered by the Cooperative Plan.

The City has a long tradition of promoting the development of neighborhoods with the full range of housing types which are affordable to families and households of all income levels. The Town generally allows mainly single-family homes to be built which can be served with on-

site septic systems in those areas of the Town not served by sewer and water service. In the areas that are served, the Town has supported and approved some multi-family housing.

The City has developed a set of housing goals, objectives and policies. Madison has adopted several major strategies to address the goals of housing preservation, housing affordability, and neighborhood viability. Madison recognizes that much of its own housing stock was built before 1980 and hence must be maintained in order to extend its useful life and contribute to the overall quality of life within the older neighborhoods within the City. Madison has an extensive building inspection program that conducts systematic inspections of older rental housing stock and responds to complaints about housing from tenants and neighbors. Madison also works extensively with property owners and managers to help them improve their management techniques or maintain safe environments through neighborhood watches and antidrug and beautification efforts. These goals, objectives, policies, and recommendations are summarized in the City's Comprehensive Plan.

Madison administers several housing rehabilitation loan programs to facilitate owner renovation and property maintenance, including adaptation of older properties for accessibility and energy conservation improvements. Over 50 rehabilitation loans were provided in the year 2002 to help owners make these improvements to maintain the quality of their housing. Madison funds Project Home to help homeowners with minor repairs and assists Independent Living to make modifications for older people or people with disabilities, and served over 450 households in 2002.

Madison has worked extensively over the last decade to foster a range of housing production efforts and programs of housing assistance in order to increase affordability on both the supply and demand sides of the housing equation. On the demand side, Madison, through its Community Development Authority provides over 1,500 rental vouchers to eligible low-income families. State Housing Cost Reduction Initiative and Federal Emergency Shelter Grant resources fund several community-based agencies such as the Community Action Coalition Rent-Able program to provide rent assistance, eviction prevention help and application/first month's rent to over 400 very low income households each year.

To help families become homeowners, Madison uses State Housing Cost Reduction Initiative resources to administer HOME-BUY that helps families with down payment/closing cost assistance. Madison also uses Federal CDBG and HOME program resources through groups like Movin' Out and Madison Development Corporation to provide down payments for special need populations or to accomplish specific policy goals, such as downtown homeownership. Madison provides a modest level of assistance to potential landlords who wish to purchase rental property and also use a unit within that property as their primary residence through the Project Home Neighborhood Owned Affordable Housing Program (NOAH).

On the supply side, Madison operates an extensive public housing program with 840 units of low income housing and over two hundred units of other affordable housing, including an award-winning Monona Shores rental complex redeveloped as part of a neighborhood improvement strategy on Madison's south side and The Avenue, a central city mixed income complex. Madison has used its Federal CDBG and HOME resources to fund a wide and

effective range of programs to provide renovated or newly built housing for resale to income eligible families. Groups like Operation Fresh Start, Common Wealth, Urban League of Greater Madison, Madison Area Community Land Trust, Movin' Out, the Wisconsin Partnership, Madison Development Corporation, C-CAP, and Habitat have all participated in projects aimed at expanding the supply of good affordable housing available to lower income buyers. Madison has also used its Federal CDBG and HOME resources to fund a wide and effective range of programs to provide renovated or newly built housing for rent to income eligible families. Groups like Independent Living, Community Housing and Services, the YMCA, Transitional Housing, Common Wealth, Madison Development Corporation, and others have all participated in projects aimed at expanding or improving the supply of good affordable housing available to lower income renters. Madison's bonding authority and statutory Tax Incremental Financing powers are used to assist larger-scale projects to construct or renovate housing, some of which is designed to be affordable, like the Alexander developments on West Washington Avenue or in the Old Market area.

In its goal for continuing neighborhood and community vitality, Madison views the quality, range and diversity of housing as critical factors in strategies to improve neighborhoods and the general quality of life for all of its residents. Madison recognizes the importance of creating an environment that promotes housing choice, non-discrimination, and responsible behavior by tenant, owner/manager, broker, and financial service agents. Madison also recognizes that some populations have special needs in seeking and retaining their housing or in integrating their housing into the broader range of neighborhood and community activities.

Madison administers an equal opportunity program that promotes housing choice and non-discrimination in rental and sale properties. The EOC handles housing discrimination complaints and works with property owners and other groups to inform them of fair housing laws and responsibilities. Madison funds community-based groups such as the Tenant Resource Center, the Fair Housing Council, and United Refugee Services to help particular population groups become better informed about their rights and fair housing practices. Also funded are community-based groups like the YWCA and Transitional Housing, Inc. to work with homeless families to help improve their choice and retention of housing. Madison has shaped several programs to improve the coordination of services within neighborhoods, or intended to redevelop or revitalize particular neighborhoods undergoing extensive pressure or transition. As part of this effort, Madison has organized 8 inter-agency Neighborhood Resource Teams to monitor neighborhood trends, exchange information on these trends and services and identify ways to improve those services. Housing is often a major focus of these efforts. Madison also has led or funded major redevelopment efforts in areas with a high level of crime or turnover of residents, including Vera Court, the Worthington and Broadway areas, and the Wexford Ridge complex.

SECTION 16 TAXES AND REVENUE SHARING UPON ATTACHMENT AND FINAL TRANSFER OF TOWN ASSETS AND LIABILITIES

A. Except as otherwise provided in this Plan, revenue sharing for all Attachments of Town territory shall be for five (5) years, as provided for annexations under 2003 Wisconsin

- Act 317. No other adjustment or assignment of assets and liabilities shall occur in connection with any attachments under this Cooperative Plan.
- B. Capital Springs Centennial State Park. The Town currently receives aids from the Wisconsin Department of Natural Resources ("WDNR") equivalent to property taxes pursuant to Wis. Stat. § 70.114 for Capital Springs Centennial State Park ("Aids"). In the event that all or part of the area known as Capital Springs Centennial State Park (as it currently exists or as it exists in the future in the Town) is attached to the City, the City shall pay the Town the portion of the Aids payment received by the City for the attached land beginning in the year after the attachment is effective and the WDNR stops paying the Aids to the Town and for each year thereafter during the remainder of the Protected Period. In the event that Town territory is attached to the City for which the City is making revenue sharing payments pursuant to subsection A. above and such territory becomes a part of the Capital Springs Centennial State Park subsequent to attachment and is therefore tax exempt, upon such territory becoming a part of the State Park, the City shall no longer make revenue sharing payments for such territory, pursuant to subsection A., but shall pay the Aids attributable to the territory to the Town for the period of time the City would have made revenue sharing payments.
- C. At the end of the Protected Period and after the Final Attachment is effective, all Town assets and liabilities shall be immediately transferred to the City. At that time, the City shall automatically and without further formal action be assigned and shall assume all the Town's statutory rights and responsibilities for the levy, billing and collection of personal property taxes and real estate taxes on all taxable property located in the Town on January 1 of the final calendar year of the Protected Period. This authority shall include, but not be limited to, completing any unfinished assessment and/or Board of Review responsibilities for the January 1 assessments of that final calendar year of the Protected Period, including the cost of local municipal services in the City budget for the next calendar year, and levying, billing and collecting that budgeted local property tax share for each parcel in the said final year of the Protected Period, as if said parcels had been in the City on said January 1. The City is not responsible for collecting taxes levied by the Town until after the Final Attachment becomes effective. The City shall also without further formal action automatically and immediately succeed to the respective interest of the Town to any outstanding entitlement of county, state or federal revenue sharing or grants for the balance of the calendar year and fiscal years and, if applicable, beyond, upon the termination of the Protected Period. If such revenue and/or grant entitlements cannot be disbursed to the City by the responsible county, state or federal agency, the funds shall be collected by the Parties on behalf of the Town and allocated to the City in the final transfer of assets and liabilities hereunder.

SECTION 17 JOB CONTINUITY FOR TOWN EMPLOYEES

The Town and the City shall cooperate to provide job security and job continuity for Town employees following the Protected Period. Any person who is a Town employee at the end of the Protected Period, shall be either: (1) offered suitable employment by the City on

terms at least equivalent to those provided by Town employment; or (2) shall be paid a lump sum severance payment by the City according to the following schedule:

Duration of Town Employment			Amount of Severance Payment*			
At the Time the Protected Period Expires			at Employee's Town Rate of Pay			
Less than 6 months			No	ne		
6 months or more and less than	5	Years	3	months' pay		
5 years or more and less than	10	Years	6	months' pay		
10 years or more and less than	15	Years	9	months' pay		
15 years or more			1	Year's pay		
*For purposes of calculating the severance payment, the amount of pay for the table						
above shall not exceed the level of pay for comparable positions in the City.						

If a Town employee is employed by the City on a probationary basis and dismissed during the probationary period, but not for cause, the severance payment specified in the table above is due, less a credit for payments from the City to the employee during the period of City employment.

This severance benefit is the obligation of the City, and shall be paid by the City, not the Town.

SECTION 18 COMPREHENSIVE/MASTER PLANNING

The Cooperative Plan Area is covered by adopted plans of the Town, City, the former Dane County Regional Planning Commission and the Madison Area Metropolitan Planning Organization. With very few exceptions, the proposed land use pattern for the Cooperative Plan Area is well known and described in existing adopted plans. These plans and the comprehensive plans of the Town and the City will guide new development and redevelopment which occurs within the Cooperative Plan Area. The following provides a listing of the plans currently in place for the Cooperative Plan Area.

A. Town Plans.

The Town Comprehensive Plan, adopted on September 13, 2005, provides a detailed background description of existing conditions within the Town, a summary of issues, a statement of goals and objectives, recommendations for the nine required elements, and implementation recommendations to guide development within the Town.

B. City Plans.

The City has prepared a number of City-wide Master Plan elements that cover the Cooperative Plan Area. These include the City's Comprehensive Plan, the <u>Peripheral Area Development Plan</u>, the <u>Parks and Open Space Plan</u>, the <u>Pedestrian Plan</u>, the <u>Bicycle Plan</u>, the <u>Climate Protection Plan</u>, and the <u>Land Use Plan</u>. In addition, detailed neighborhood development plans covering the Cooperative Plan Area have also been prepared. These include:

- 1. Cottage Grove Neighborhood Development Plan, 1992.
- 2. Sprecher Neighborhood Development Plan, 1998.
- 3. Marsh Road Neighborhood Development Plan, 1999.

C. Regional Plans.

In addition to the plans of the Town and City, several plans prepared by the former Dane County Regional Planning Commission and the Madison Area Metropolitan Planning Organization also cover the Town territory. These include:

- 1. In 1997, the former Dane County Regional Planning Commission (DCRPC) completed the <u>Dane County Land Use and Transportation Plan</u> (Vision 2020). In March 2000, the Madison Area Metropolitan Planning Organization (MPO) also adopted Vision 2020 and reaffirmed the plan as the long-range regional transportation plan for the Madison Urbanized Area in November 2000.
- 2. In 2000, the Madison Area (MPO) completed a <u>Bicycle Transportation Plan for the Madison Urban Area and Dane County</u>.
- 3. The Madison Area MPO completed work on the 2004-2008 Transit Development Program for the Madison Urbanized Area which outlines near-term (5 year) recommendations for the transit system. The recommendations were approved by the Madison Common Council on July 20, 2004 and by the Madison Area MPO on August 4, 2004.
- 4. Before it dissolved, the DCRPC prepared the <u>Dane County Water Quality Plan</u> which is the official water quality management plan for Dane County. Currently administered by the Dane County Community Analysis and Planning Division, the plan provides a framework of goals, objectives, policies and recommendations for federal, state and local water quality protection activities and programs.
- 5. Every year, the Madison area MPO prepares a 5-year transportation improvements program which contains recommended transportation improvements in the metropolitan area.

A portion of the Cooperative Plan Area is covered by adopted City neighborhood development plans. Each of the neighborhood development plans includes a description of recommended land uses, including residential, commercial, institutional, parks and open spaces,

industrial, light manufacturing, research and specialized manufacturing. These plans include recommendations on the provision of transportation facilities and services, including streets, pedestrian-ways, bikeways and transit service. These plans also include development staging recommendations, including the provision of urban services and implementation recommendations. The neighborhood development plans include recommendations for the extension of urban services and public improvements to serve development within the area covered by this Cooperative Plan. These plans include a description of the relationship between land uses and linkages between land uses. The plans also include a description of historic and archeological sites, to the extent that they have been identified. Attached is a land use plan map for the Cooperative Plan Area as taken from the City's Comprehensive Plan (see Exhibit 4).

In addition to the neighborhood development plans, the City's Comprehensive Plan elements also cover the Cooperative Plan Area. These include the City's Peripheral Area Development Plan, the Parks and Open Space Plan, the Pedestrian Plan, the Bicycle Plan, Climate Protection Plan. The City's Comprehensive Plan shall govern development and land use changes which occur within the Plan Area. The Town's adopted plans, including the Town Comprehensive Plan, September 13, 2005 will also be used to guide Town actions not covered by the City's plans.

The Cooperative Plan is consistent and compatible with existing local, County, State and Federal plans, ordinances, codes and statutes. The Cooperative Plan was developed in recognition of the multiple jurisdictions with an interest in the planning area. The plan recognizes the presence of local districts, including the Madison Metropolitan Sewerage District, the multiple utilities serving the area, the McFarland School District, the Sun Prairie District, the Monona Grove School District, the Madison Metropolitan School District, location of major employment centers, and shopping, recreational and cultural centers serving the area. The Cooperative Plan recognizes those areas of the Town which will be developed in the City at urban densities and in conformance with the City's urban development standards, and also recognizes that some additional single-family homes at Town standards and Town densities will be permitted and that some residential and non-residential infill development may be occurring in the protected areas. The Plan will allow both units of government to move forward with confidence in planning for the delivery of services to their respective areas so that there will not be a competition between units of government, property owners and developers.

SECTION 19 AUTHORIZING RESOLUTIONS, NOTICES, COOPERATIVE PLAN ADOPTION RESOLUTIONS, AND RECORD OF PUBLIC PARTICIPATION

A. Initial Authorizing Resolutions. The Resolutions of the Town and City that authorize participation in the preparation of this Cooperative Plan are attached to **Exhibit 1**--the Intergovernmental Agreement, as Exhibits G and H, respectively.

- **B. Affidavits of mailing.** The Affidavits of the Town and City attesting to the mailing of the authorizing resolutions as required pursuant to Sec. 66.0307(4)(a), Wisconsin Statutes, are attached as **Exhibit 11**.
- **C. Affidavits of publication.** The Affidavits of publication of the Notice of Joint Public Hearing are attached as **Exhibit 12**.
- **D. Record of Public Participation and Comment.** The public comments received are included in the attached **Exhibit 13.**
- E. Resolutions Adopting the Cooperative Plan and Authorizing Submittal of Plan to the State. The Resolutions of the Town and City that adopt the final version of the Plan and authorize it to be submitted to the State of Wisconsin Department of Administration for approval are attached as **Exhibit 14**.

SECTION 20 BINDING EFFECT OF COOPERATIVE PLAN

This Cooperative Plan shall bind, and accrue to the benefit of, all successors of the City and Town, whether one or more. Except as to the rights of owners of land currently in the Town as expressly set forth herein, this Cooperative Plan 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.

SECTION 21 ENFORCEMENT

- A. Disputes Settled by Arbitration. Except as expressly provided otherwise in this Plan, disputes over compliance with this Cooperative Plan shall be resolved by binding arbitration in accordance with the Commercial Arbitration Rules 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 arbitrator and shall take place in Madison, Wisconsin. Except to the extent the Parties' remedies may be limited by the terms of this Plan, the arbitrator is empowered to award any remedy available under the laws of the State of Wisconsin, including, but not limited to, monetary damages and specific performance. Within 15 days of a demand for arbitration, the Town and the City 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 15 days of a demand for arbitration, then, at the request of either Party, an arbitrator shall be appointed in accordance with Wis. Stat. § 788.04.
- **B.** Limitation on Commencement of Civil Action. Subsection 21.A. of this Cooperative Plan shall be the exclusive method of resolving the issues specified under this Plan

and both the City and Town 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 an arbitration award under paragraph 21.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; or
- (4) Actions to enforce the adoption of the Final Attachment Ordinance pursuant to paragraph 9.H. of this Plan.

SECTION 22 NO CHALLENGES TO THIS COOPERATIVE PLAN; REMEDIES

A. Challenge to Cooperative Plan.

- (1) Except as expressly provided herein, both Parties waive all rights to challenge the validity or enforceability of this Cooperative Plan or any of its provisions or to challenge any actions taken pursuant to or in accordance with this Cooperative Plan.
- (2) In the event of a court action by a third party challenging the validity or enforceability of the Cooperative Plan or any of its provisions, both the City and Town shall fully cooperate to vigorously defend the Cooperative Plan.
 - (a) If only the City or the Town is named as a party to the action the other shall seek to intervene and the named party shall support such intervention.
 - (b) No settlement of such an action shall be permitted without the approval of the governing bodies of both the City and Town.
 - (c) The workload to defend the Cooperative Plan shall be shared equally.
- (3) A challenge to the Cooperative Plan by one of the Parties or a failure to vigorously defend the Cooperative Plan constitutes a breach of the Cooperative Plan.
- **B.** Remedies. Except as expressly provided otherwise herein, in addition to other remedies provided in this Cooperative Plan,
 - (1) Either the City or Town may seek specific performance of this Cooperative Plan in addition to any other remedies available at law or in equity.

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

SECTION 23 AMENDMENT

The procedure for amendment of this Cooperative Plan is found in Sec. 66.0307(8), Wis. Stats.

SECTION 24 GOOD FAITH AND FAIR DEALING

- A. **Good Faith.** The Town and the City shall cooperate in good faith to implement this Cooperative Plan and may enter further agreements to facilitate an orderly transition of remaining Town territory to the City on the Transition Date. The Town and the City agree that they will not oppose this Cooperative Plan in any way privately or publicly, either when communicating with any government agency that is charged with review or evaluation of any part of this Cooperative Plan, or otherwise.
- B. **Further Cooperative Agreements.** The Town and the City agree to pursue further cooperative agreements that will qualify each of them for additional shared revenues.

SECTION 25 INVALID OR INEFFECTIVE ORDINANCE

In the event that any Ordinance, including but not limited to Attachment and Zoning Ordinances, which parties are required or entitled to enact and/or enforce by this Cooperative Plan is adjudged by any court of competent jurisdiction to be invalid or ineffective, in whole or in part, the City and Town shall promptly meet to discuss how they might satisfy the intent of this Cooperative Plan by alternative means, including, without limitation, enacting another ordinance designed to satisfy the court's objections. The Town and City shall use their best efforts to find, design and implement a means of successfully accomplishing the intent of this Cooperative Plan. If necessary, they shall negotiate appropriate amendments of this Cooperative Plan to maintain, as closely as possible, the original terms, intent and balance of benefits and burdens of this Cooperative Plan. In the event they are not able to reach agreement in such situation, either the City or Town may, by thirty (30) days written notice to the other, require the dispute to be resolved as provided in Section 21 of this Plan.

SECTION 26 IMPLEMENTATION

Town and City shall each take such actions as may be necessary or desirable to implement and effectuate the provisions and intent of this Cooperative Plan.

SECTION 27 MISCELLANEOUS INTERPRETATION

- **A. References.** Any references in this Cooperative Plan to any particular agency, organization or officials 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 Cooperative Plan 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 Cooperative Plan are provided for convenience only and shall not be used in interpreting this Cooperative Plan.
- **C. Governing Law.** This Cooperative Plan 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 Cooperative Plan is reviewed by an administrative agency, court, mediator, arbitrator or other judicial or *quasi*-judicial entity, such entity shall treat this Plan as having been jointly drafted by both the City and Town. By the terms of this Plan, neither municipal party shall benefit from not having drafted this document.
- **E.** Entire Agreement. The entire agreement of the City and Town with respect to the subject matter hereof is contained in this Cooperative Plan and it supercedes any and all oral representations and negotiations between the municipalities, and supercedes and replaces that certain Intergovernmental Agreement of February 18, 2005 and the agreement titled "Annexation, Jurisdiction and Service Agreement Between the City of Madison, the Town of Blooming Grove and the Blooming Grove Sanitary District No. 8," dated April 6, 1995. The Parties acknowledge that Blooming Grove Sanitary District No. 8 no longer exists.
- F. **Authority.** Each party represents that it has the authority to enter into this Plan and that all necessary procedures have been followed to authorize this Plan. Each person signing this Plan represents and warrants that he or she is duly authorized to do so.

SECTION 28 NON-DISCRIMINATION

In the performance of the services under this Cooperative Plan, the City and Town agree not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national origin, ancestry, income level, source of income, arrest record, conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs, or student status. The City and Town further agree not to discriminate against any subcontractor or person who offers to subcontract on this Plan because of race, religion, color, age, disability, sex or national origin

SECTION 29 NOTICES

All notices required by or relating to this Cooperative Plan shall be in writing. Each notice shall specifically refer to this Cooperative Plan 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 Town shall be addressed as follows: Town of Blooming Grove Clerk, 1880 South Stoughton Road, Madison, Wisconsin 53716. Each notice to the City shall be addressed as follows: City of Madison Clerk, Room 103A, City-County Bldg., 210 Martin Luther King, Jr. Blvd., Madison, Wisconsin 53703. Each municipality may change its address (or add addresses for facsimile, electronic mail or other communications media), for purposes of this Cooperative Plan, by written notice to the other pursuant to this paragraph. Each notice shall be effective upon delivery in person, or mailing, or upon actual receipt without regard to the method of transmission, whichever occurs first.

Attachments

Exhibit 1 - Intergovernmental Agreement Between the Town of Blooming Grove and City of

Madison

- Exhibit 2 Map of Territory Subject to the Cooperative Plan
- Exhibit 3 Description and Map of the Cooperative Development Property
- Exhibit 4 Current Land Use Map
- Exhibit 5 Legal Description and Map of Ho-Chunk Nation Property
- Exhibit 6 Description and Maps of Protected Areas
- Exhibit 7 Description and Map of Rustic Acres
- Exhibit 8 Description and Maps of North and South Phased Annexation Areas
- Exhibit 9 Description and Map of Territory North of Weather Oaks
- Exhibit 10 Joint Zoning Procedure for the Cooperative Development Property
- Exhibit 11 Affidavits of Mailing
- Exhibit 12 Affidavits of Publication
- Exhibit 13 Record of Public Participation and Comment
- Exhibit 14 Town and City Resolutions adopting Cooperative Plan

IN WITNESS WHEREOF, the City and Town certify that this Cooperative Plan has been duly approved by their respective governing bodies in accordance with State and local laws, rules and regulations, and each has caused their duly authorized officers to execute this Cooperative Plan

THE CITY OF MADISON a Wisconsin Municipal Corporation

3ý: ____

David J. Chester

Bv:

Maribeth Witzel-Behl, Interim

City Clerk

AUTHENTICATION

Signatures of David J. Cieslewicz, Mayor, and Maribeth Witzel-Behl, Interim City Clerk of the City of Madison, Wisconsin, authenticated this 2/57 day of June, 2006.

James M. Voss

Member State Bar of Wisconsin

STATEBAR # 01014000

	WN OF BLOOMING GROVE isconsin Municipality
By:	Dwight Johnson, Yown Chairperso
Ву:	Mike Wolf, Town Administrator/Clerk/Treasurer

STATE OF WISCONSIN)
) SS
COUNTY OF DANE)

Personally came before me this 13th day of 4 2006, Dwight Johnson, Town Chairperson, and Mike Wolf, Town Administrator/Clerk/Treasurer, of the TOWN OF BLOOMING GROVE, Madison, Wisconsin, a Wisconsin municipality, to me know to be such Town Chairperson and Town Administrator/Clerk/Treasurer of said municipality, and acknowledged to me that they executed the foregoing instrument as such officers as the Cooperative Plan of said municipality, by its authority.

Notary Public, Dane County, Wisconsin My Commission: May 24, 2009

This instrument was drafted by: James M. Voss Assistant City Attorney State Bar No 01014000

EXHIBIT 1

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF MADISON AND TOWN OF BLOOMING GROVE DATED FEBRUARY 18, 2005

INTERGOVERNMENTAL AGREEMENT

BETWEEN

TOWN OF BLOOMING GROVE and CITY OF MADISON

The parties to this Intergovernmental Agreement (the "Agreement") are the Town of Blooming Grove, Dane County, Wisconsin (the "Town"), and the City of Madison, Dane County, Wisconsin (the "City")

RECITALS

- A The Town and the City are adjacent to one another and have a long history of disputes regarding boundaries and the provision of municipal services. Prior annexations to the Cities of Madison and Monona and the Village of McFarland have fragmented the Town, and potential and future annexations to the City make uncertain the long term viability of the Town as a separate governmental entity. This Agreement determines the Town's future with certainty, resolves potential disputes over Town territory, and establishes a basis for future governmental cooperation, providing for an orderly transition of Town territory to the City and the Village, and preserves the Town's viability while it remains a Town
- B The City desires that existing and new development in the Town north of Siggelkow Road be compatible with the City and eventually be assimilated by the City, and that all other development shall occur in the City, served by City municipal services and in compliance with applicable City development standards
- The Town and the City desire to enter into this Agreement for the general purposes of guiding and accomplishing a coordinated, adjusted, and harmonious development of the Town and the City and transition from Town to City which will be in accordance with existing and future needs of the Parties and best promote public health, safety, morals, order, convenience, prosperity and the general welfare of the Parties and their residents as well as the efficiency and economy of the Parties
- D. The Town and the City believe that:
 - (1) The annexations and boundary changes governed by this Agreement are reasonably compatible with the characteristics and adopted plans of both Parties taking into consideration present and potential transportation, sewer, water and storm drainage facilities and other infrastructure, fiscal capacity, previous political boundaries, boundaries of school districts and shopping and social customs.

- (2) The annexations and boundary changes governed by this Agreement are not the result of arbitrariness and reflect due consideration of compactness of area, orderly urban growth, and efficient delivery of municipal services.
- (3) Entering into this Agreement should not produce significant adverse environmental consequences to the natural environment and may help reduce significant adverse environmental consequences to the natural environment by promoting the orderly and coordinated development of the lands hereby affected
- (4) This Agreement is generally consistent with current state and federal laws, shoreland zoning ordinances, municipal regulations and administrative rules that apply in the Town and the City
- (5) This Agreement adequately addresses the delivery of necessary municipal services to the residents affected by this Agreement.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in accordance with the authority granted them under the Wisconsin statutes and for their mutual benefit and in the public interest, the Town and the City agree as follows:

- 1. Town Protected until October 31, 2027.
 - A Protected Period The Town shall remain a town until 11:59 p.m. on October 31, 2027 (the "Protected Period") During the Protected Period, annexations and boundary changes shall occur only in strict conformance with Section 2 of this Agreement At 11:59 p.m. on October 31, 2027 (the "Transition Date"), the Protected Areas and all territory remaining in the Town shall become part of the City Except for the final transfer of assets and liabilities from the Town to the City, no payments or revenue sharing between the Parties shall continue after the Transition Date
 - B Early Termination of Protected Period On or after January 1, 2019, the Town may, upon a 4/5 vote of the Town Board, elect to have all of the territory remaining in the Town become a part of the City upon at least fifteen months' written notice to the City, unless a different notice period is agreed to by the Parties, by designating an earlier Transition Date and thereby shortening the Protected Period

2 Annexation, Phased Annexation Areas, Protected Areas, and Rustic Acres

A Annexation Areas

- (1) During the Protected Period, in accordance with state law as modified by this Agreement, and except for territory within the Protected Areas specified in section 2.C. of this Agreement, the City may annex territory from the Town in accordance with this Agreement. The Village of McFarland may annex lands south of Siggelkow Road in accordance with state law.
- (2) Except as expressly allowed in this Agreement, the City shall not annex any territory from the Town contrary to the wishes of any owners of the parcels proposed for annexation. Approval of resident electors shall not be required for any annexations to the City.
- (3) The Town shall not oppose any annexation permitted by this Agreement or provide support, financial or otherwise, to those who do
- (4) Annexations permitted by this Agreement may create "town islands."

 Town island means territory in the Town completely surrounded by City territory
- (5) Except as provided otherwise in this Agreement, revenue sharing for all annexations of Town territory during the term of this Agreement shall be for five (5) years as provided for annexations under 2003 Wisconsin Act 317.

B Phased Annexation Areas

All or part of Town territory east of the western right-of-way line of Interstate 39/90 as described in the description and shown on the map attached hereto as Exhibit A (the "North and South Phased Annexation Areas"), except territory in Rustic Acres and the Protected Areas as described in subsections C and D below, is subject to early annexation to the City, without the consent of property owners or electors, as follows:

(1) All or part of Town territory east of the western right-of-way line of Interstate 39/90 and north of the northern Chicago & Northwestern Railroad right-of-way line described and shown on Exhibit A (the "North Phased Annexation Area") that has not been voluntarily annexed to the City by January 1, 2015 may become a part of the City as follows:

At any time between January 1, 2015 and August 31, 2015, the City, upon a 2/3 vote of the elected members of the City's Common Council, may

adopt an ordinance annexing such territory. The annexation shall be effective as of 12:01 a.m. on the last Monday in December 2015. Unless otherwise agreed to by the Parties in writing, if the Town gives written notice to the City Clerk between January 1, 2015 and April 30, 2015 reminding the City of the City's right to annex under this subsection, then the City shall lose the right if it is not exercised by August 31, 2015. If the Town fails to give such notice and the City fails to exercise its right, then the City may, by June 30 of any year after 2015, adopt an ordinance annexing such territory effective at 12:01 a.m. on the last Monday in December of the same year.

As a complete alternative to the City adopting an ordinance annexing such territory as provided in this Section 2.B (1), the City and the Town may agree in writing to a different schedule for annexing all or part of such territory to the City after January 1, 2015

(2) All or part of Town territory east of the western right-of-way line of I-39/90, south of the northern Chicago & Northwestern Railroad right-of-way line and north of Siggelkow Road described and shown on Exhibit A (the "South Phased Annexation Area") that has not been voluntarily annexed to the City by January 1, 2020 may become a part of the City as follows:

At any time between January 1, 2020 and August 31, 2020, the City, upon a 2/3 vote of the elected members of the City's Common Council, may adopt an ordinance annexing such territory. The annexation shall be effective as of 12:01 a m on the last Monday in December 2020. Unless otherwise agreed to by the Parties in writing, if the Town gives written notice to the City Clerk between January 1, 2020 and April 30, 2020 reminding the City of the City's right to annex under this subsection, then the City shall lose the right if it is not exercised by August 31, 2020. If the Town fails to give such notice and the City fails to exercise its right, then the City may, by June 30 of any year after 2020, adopt an ordinance annexing such territory effective at 12:01 a m on the last Monday in December of the same year.

As a complete alternative to the City adopting an ordinance annexing such territory as provided in this Section 2 B (2), the City and the Town may agree in writing to a different schedule for annexing all or part of such territory to the City after January 1, 2020

(3) Early annexations with the consent of the property owner are also permissible within the North and South Phased Annexation areas Approval of resident electors shall not be required.

- (4) Notwithstanding any amendment of the statutes subsequent to the effective date of this Agreement, the City shall be responsible for the services in the annexed territory beginning on the effective date of the annexation, and the Town shall be entitled to revenue sharing as specified in subsection 2 A(5) of this Agreement.
- (5) The lands currently in the Town and owned by the Ho-Chunk Nation, or any wholly owned corporation or subsidiary thereof, located south of Millpond Road, together with certain highway right of way segments described in the legal description and shown on the map attached hereto as Exhibit B shall be annexed to the City by adoption of an ordinance by a majority of the elected members of the City's Common Council Such ordinance shall become effective upon final State approval of a cooperative plan incorporating the terms of this Agreement This provision is intended to implement the annexation requirement set forth in section 2 of the Intergovernmental Service and Development Agreement Between the City of Madison and the Ho-Chunk Nation, dated August 25, 1998 and effective September 10, 1998.

C Protected Areas.

During the Protected Period, the City shall not annex any territory from the following areas in the Town that are described in the descriptions and shown on the map attached hereto and incorporated herein as Exhibit C (the "Protected Areas"): Gallagher Plat; Gallagher Garden; April Hill Subdivision; Rambling Acres Subdivision; Freeway Manor; Weather Oaks; the existing developed business and commercial areas along highway 12/18

D Rustic Acres

- (1) The area known as "Rustic Acres" in the northeast portion of the Town is shown and described in the map and description attached hereto and incorporated herein as Exhibit D During the Protected Period, the City may annex territory in Rustic Acres, in accordance with the provisions of Section 2 A of this Agreement Rustic Acres is not included in the North Phased Annexation Area of Section 2 B (1) of this Agreement
- (2) Development of Annexed Rustic Acres Territory In the event the City annexes territory in Rustic Acres after the Effective Date of this Agreement, development shall be allowed as follows:
 - Lots in Rustic Acres in existence on the Effective Date of this Agreement that are immediately adjacent to Milwaukee Street or Sprecher Road may be developed in compliance with the City's neighborhood development plan or other land use, master or comprehensive plans in effect at the time such lots are developed

b For all other lots in Rustic Acres in existence on the Effective Date of this Agreement, development shall be limited to residential land uses and necessary associated improvements including roads, utilities, parkland, and other governmental uses. Residential densities shall be limited to an average of 8 units per net acre of development. Residential development shall be limited to single family detached dwellings and two-family dwellings. The height of residential structures shall be limited to 35 feet

E. Capital Springs Centennial State Park.

The Town currently receives aids from the Wisconsin Department of Natural Resources ("WDNR") equivalent to property taxes pursuant to Wis. Stat. § 70.114 for Capital Springs Centennial State Park ("Aids") In the event that all or part of the area known as Capital Springs Centennial State Park (as it currently exists or as it exists in the future in the Town) is annexed to the City, the City shall pay the Town the portion of the Aids payment received by the City for the annexed land beginning in the year after the annexation is effective and the WDNR stops paying the Aids to the Town and for each year thereafter during the remainder of the Protected Period In the event that Town territory is annexed to the City for which the City is making revenue sharing payments pursuant to Section 2.A (5) of this Agreement and such territory becomes a part of the Capital Springs Centennial State Park subsequent to annexation and is therefore tax exempt, upon such territory becoming a part of the State Park, the City shall no longer make revenue sharing payments for such territory, pursuant to Section 2.A (5), but shall pay the Aids attributable to the territory to the Town for the period of time the City would have made revenue sharing payments.

3 Town Retains Governmental Authority

Except as otherwise provided in this Agreement, the Town retains full and independent governmental authority throughout the Town during the Protected Period. The Town shall exercise that authority in good faith in order to protect the Town's interests and to assure that the Town's finances and property are in reasonable condition for transfer to the City at the end of the Protected Period.

4. Cooperative Development of Property in the Town

As used in this Section 4, "develop" or "development" refers to division of land, or construction of more than one principal structure on a parcel of land, or rezoning a parcel from a residential or agricultural classification to a non-residential classification. Use or division of land by the Town or City for governmental purposes does not constitute development. All development in the Town shall be subject to conditional approval by the City in accordance with the City's adopted ordinances, plans, policies, standards and procedures ("City

Development Requirements"). City Development Requirements include, but are not limited to, all adopted neighborhood development plans, land use, master or comprehensive plans, the Land Subdivision Regulations Ordinance (Sec. 16.23, Madison General Ordinances ("MGO"), Impact Fee Ordinance (Chapter 20, MGO), and the Public Stormwater System Including Erosion Control Ordinance (Chapter 37, MGO). All new or replacement signs, billboards or street graphics in the Town shall comply with the restrictions of the Madison Street Graphics Control Ordinance (Chapter 31, MGO) and with the applicable Dane County sign regulations. In the event of a conflict between the City and Dane County sign regulations, the more restrictive regulations shall apply.

B

- (1) The City and the Town specifically agree to work cooperatively on the joint planning and development of properties north of Milwaukee Street and along North Fair Oaks Avenue (the "Development Property") Development Property is described in the legal description and shown on the diagram attached hereto and incorporated herein as Exhibit E. City and the Town shall cooperate to establish zoning over the Development Property, pursuant to the procedure attached hereto and incorporated herein as Exhibit F, to allow the development of the Development Property while the Development Property is in the Town, consistent with the Town's land use plan and the City's comprehensive plan in effect at the time zoning is established. At the present time, those plans would allow development for residential single family and multifamily use, including senior elderly housing, and some limited amount of mixed uses including neighborhood commercial uses, and associated improvements including roads, utilities, parkland, multipurpose trails, wetlands, other open spaces, ponds, and other governmental uses. The zoning established by the Parties will be effective in the City when the Development Property is annexed to the City pursuant to this Agreement Any new construction of principal structures or development of the Development Property shall require the review and approval of both the Town and the City and, unless the Parties agree otherwise, shall be conditioned upon compliance with City Development Requirements As long as the anticipated value of the improvements to the Development Property is at least \$10,000,000, upon full build-out of the development, including all phases of the development, the City shall extend public water and sewer services to the Development Property in advance of annexation in order to support development approved by the City and the Town
- (2) In the event new principal structures are constructed on the Development Property or the Development Property is developed after the Effective Date of this Agreement, the Development Property shall remain in the Town and shall not be annexed to the City for a period of time that is equal to approximately one-half of the period of time between: (a) the

"Occupancy/Assessment Date," which is the date upon which an occupancy certificate/permit has been issued for new principal structures on the Development property and the assessed or appraised value of the new principal structures (excluding the value of public improvements such as streets or water and sewer facilities) is \$2,000,000.00 (Two million dollars) as jointly determined by the City's property tax assessor and the Town's property tax assessor, and (b) the Transition Date In the event that the City's property tax assessor and the Town's property tax assessor cannot agree on the assessed or appraised value of the new principal structures on the Development Property, the Parties shall jointly choose a third party with the appropriate experience to determine the assessed or appraised value of the new principal structures on the Development Property. The Development Property shall be automatically annexed to the City effective as of 12:01 a.m. on the last Monday in December in the year which is closest to the mid-point between the Occupancy/Assessment Date and the Transition Date (the "Development Property Base Year") In the event that no new principal structures are constructed on the Development Property or the Development Property is not developed after the Effective Date of this Agreement, the Development Property shall remain in the Town until the Transition Date.

- In lieu of the revenue sharing for annexations provided in section 2 A(5) **(3)** of this Agreement, the Town shall keep 100% of the local government share of tax revenues collected by the Town for the Development Property while the Development Property is in the Town and for the Development Property Base Year ("base year revenue sharing amount"). Payments received by the Town in lieu of taxes, if any, shall not be included in the base year revenue sharing amount, and the City shall receive any and all such payments in lieu of taxes following annexation of the Development Property as long as the City is responsible for providing the municipal services covered by such payments. Additionally, the City shall pay the Town 70% of the base year revenue sharing amount from taxes it collects from the Development Property for the tax year after the Development Property Base Year, and 50% of the base year revenue sharing amount from taxes it collects for the second year after the Development Property Base Year Payments are due in two equal installments: the first due on February 15 and the second due on August 15 of the second and third years after the year of attachment, respectively.
- C The division of a 5-acre or larger parcel existing in the Town as of the Effective Date of this Agreement into only two lots for residential purposes shall not be considered "development" under section 4 A of this Agreement, and the owners may divide and rezone the parcel to a single-family residential district and construct a single-family residence on each new lot without the cooperation or approval of the City A "parcel" is defined as the contiguous lands within the control of a single owner.

5. Public Improvements and Utilities

- A The City shall use public highway rights-of-way to extend municipal services wherever reasonably possible. The Town shall permit use of Town roads for such purpose, subject only to the City's obligations to maintain access for emergency vehicles and owners and occupants of property in the Town and to restore the road upon completion of construction. Where the City cannot use public highways for extensions of services, the Town acknowledges the City's right to obtain easements from private property owners subject to compensation as required by state law.
- B The City may levy special assessments against any parcel of property in the Town for public improvements that specially benefit the parcel. The Town hereby approves such future levies, under Sec. 66 0707, Wis. Stats. In the event that this blanket pre-approval provision is either not approved by the State Department of Administration or invalidated by a court of competent jurisdiction, the Town further agrees, to the extent it may lawfully do so, that it shall timely approve each such special assessment levy by separate resolution pursuant to said statute.
 - (1) The owner or other interested party may challenge such special assessments as an owner of property in the City would have the right to do
 - (2) Payment of such special assessments shall be deferred and interest shall not accrue thereon until the parcel is annexed to the City.
 - (3) Notwithstanding paragraph (2) above, the amount of each such special assessment shall be adjusted from the date of levy to the date of annexation based on the Engineering News Record Construction Cost Index, or such equivalent index as may be available at the time of annexation
 - (4) Each such special assessment shall be payable in six annual installments with interest, from the date of annexation
 - (5) Prior to annexation, there shall be only one special assessment of each benefiting public improvement component (e.g. road pavement, curb and gutter, public sidewalk, street lights, street trees, traffic signals and other intersection improvement components, public drainage improvements, sanitary sewer mains, sewer interceptors, public water mains, etc.), except for driveway, curb and gutter and public sidewalk repairs which shall be billable to the abutting benefited property as special charges for current services rendered pursuant to Sec. 66.0627, Wis. Stats., and corresponding City ordinances and policies generally applicable to all property in the City. In accordance with Sec. 66.0707, Wis. Stats., the Town hereby pre-

approves the levy of such future special charges by the City. In the event that this blanket pre-approval provision is either not approved by the State Department of Administration or invalidated by a court of competent jurisdiction, the Town further agrees, to the extent that it may lawfully do so, that it shall timely approve each such special charges levy by separate resolution pursuant to said statute. Any assessment subsequent to annexation for another improvement of the same component shall be made only if consistent with the City's special assessment policy generally applicable to all property in the City. The first payment for such subsequent assessments shall be deferred with interest to a date not less than 10 years after annexation and the assessments shall be payable in six annual installments

- Additionally, the City may improve the following streets and levy special **(6)** assessments against benefiting abutting parcels of property in the Town for curb and gutter and a 4 foot width of pavement and public sidewalk (if a sidewalk is reasonably necessary for public safety or convenience), in a manner consistent with the City's special assessment policy generally applicable to property in the City, including City Resolution No. 58421, adopted June 19, 2001: Siggelkow Road; Mill Pond Road and Savannah Road; Femrite Drive; Buckeye Road/County Trunk AB/Brandt Road; Cottage Grove Road/County Trunk Highway BB; Sprecher Road (relocated) between Buckeye Road and Cottage Grove Road; Sprecher Road north of Cottage Grove Road, a portion of which will be relocated; Milwaukee Street; Rethke Avenue; Commercial Avenue service road (south of Wisconsin Highway 30); and Raywood Road The City agrees that any improvements assessed under this provision will be materially the same for the Town portion of the street and the City portion of the street (for example, if sidewalks will be assessed, sidewalks will be installed on both the City and Town portions of the street) The payment of such special assessments shall not be deferred until the benefited parcel is annexed to the City Each special assessment may be payable by 8 annual installments with interest, or, if required to meet the financial needs of the owner(s) of benefited parcels as determined by the City's Board of Public Works, by no more than 15 annual installments with interest.
- Notwithstanding section 5.B. above, any owner of property in the Town that is not in a Protected Area shall be entitled upon request to receive City sewer and/or water services prior to annexing the property to the City if the owner agrees to pay for extension of the services to the property over a five year period with interest and agrees to annexation of the property at the end of the five year period Costs for extension shall be determined on the same basis as costs generally applicable for extensions to similarly situated property within the City The annexation ordinance with a delayed effective date may be adopted prior to extensions. This paragraph applies only to parcels existing on the Effective Date of this Agreement. An owner's entitlement to receive sewer and/or water services

under this paragraph applies only to: existing uses on parcels as of the Effective Date of this Agreement; or new or expanded uses on existing parcels after the Effective Date of this Agreement, provided the new or expanded uses do not constitute development as defined in this Agreement. An owner of property in the Town that receives sewer services from the City shall be a customer of the Madison Sewer Utility and shall be billed in accordance with the applicable Madison General Ordinances. An owner of property in the Town that receives City sewer and/or water services shall become a customer of the Madison Stormwater Utility if the owner also connects directly into the City's public stormwater system instead of into the Town's public stormwater system, and shall be billed in accordance with the applicable Madison General Ordinances.

In the event the Town issues a plumbing permit for property located in the Town that is or will be connecting directly to City sanitary sewers, the Town shall use its best efforts to inform the property owner and plumber of the need to obtain any necessary approvals from the City's sewer utility and shall notify the City's sewer utility of the issuance of the plumbing permit

6. Job Continuity for Town Employees

The Town and the City shall cooperate to provide job security and job continuity for Town employees following the Protected Period Any person who is a Town employee at the end of the Protected Period, shall be either: (1) offered suitable employment by the City on terms at least equivalent to those provided by Town employment; or (2) shall be paid a lump sum severance payment by the City according to the following schedule:

Duration of Town Employment At the Time the Protected Period Expires Less than 6 months			Amount of Severance Payment* at Employee's Town Rate of Pay None	
5 years or more and less than	10	Years	6	months' pay
10 years or more and less than	15	Years	9	months' pay
15 years or more			1	Year's pay

*For purposes of calculating the severance payment, the amount of pay for the table above shall not exceed the level of pay for comparable positions in the City.

If a Town employee is employed by the City on a probationary basis and dismissed during the probationary period, but not for cause, the severance payment specified in the table above is due, less a credit for payments from the City to the employee during the period of City employment.

This severance benefit is the obligation of the City, and shall be paid by the City, not the Town

7. Intermunicipal Cooperation Agreement Between the City and the Village of McFarland

The City and the Village of McFarland, Wisconsin ("Village"), have entered into an agreement entitled "Intermunicipal Cooperation Agreement Between the City of Madison and the Village of McFarland relating to Lands Easterly of Marsh Road, Northerly of Eighmy Road, and Southerly of Siggelkow Road" dated November 26, 1997 (the "McFarland Agreement"). The McFarland Agreement has a term of 20 years, which expires on or about April 1, 2018. The McFarland Agreement provides in relevant part that no property south of Siggelkow Road and between School Street and County Highway AB (the "Southern Siggelkow Area") shall be annexed to the City during the term of the McFarland Agreement. The Town acknowledges that the City and the Village may make arrangements prior to or after the expiration of the McFarland Agreement that would allow any property in the Southern Siggelkow Area that becomes a part of the City on the Transition Date pursuant to this Agreement, to be detached from the City and attached to the Village after the Transition Date

- 8 Good Faith Cooperation; Conversion to State-Approved Boundary Plan
 - A The Town and the City shall cooperate in good faith to implement this Agreement, and may enter further agreements to facilitate an orderly transition of remaining Town territory to the City on the Transition Date. The Town and the City agree that they shall not hinder the performance and implementation of this Agreement in any way and that they will not oppose this Agreement in any way privately or publicly, either when communicating with any government agency which is charged with review and evaluation of any part of this Agreement, or otherwise
 - B The Town and City agree to pursue further cooperative agreements that will qualify each of them for additional shared revenues
 - The Town and the City shall use their best efforts to secure timely State approval of a cooperative boundary plan under the provisions of Wis Stat § 66.0307, incorporating the terms of this Agreement Reference in this Agreement to "annexation" includes summary attachment procedures as part of a State-approved cooperative boundary plan
 - D The Town and the City agree that a party's failure to comply with subsections A or C in this Section 8 will do substantial harm to the other party, that the amount of actual damages may be difficult or impossible to establish, and that \$250,000 is a reasonable estimate of what such damages may be Accordingly, if either party breaches subsection A or C of this Section 8, that party shall be liable to the other party in the amount of \$250,000 in the form of liquidated damages or that Party's actual damages, whichever is greater. The breaching party shall also be liable to the other party for the other party's actual attorney fees and costs to enforce this provision

9. Stormwater Management

The Agreement does not alter any rights the Town and the City have to continue to discharge public stormwater into the public stormwater system of the other Party; nor does this Agreement require either Party to upgrade its respective public stormwater system. Except as otherwise agreed, the Town and the City shall be responsible for maintaining the public stormwater system located in their respective jurisdictions Owners of property in the Town requesting direct connection to the City's stormwater system shall be allowed to connect thereto, subject to becoming a customer of the Madison Stormwater Utility. Owners of property in the Town that have connected to the City's stormwater system without City permission shall, within 6 months of the date of this Agreement, either become a customer of the Madison Stormwater Utility or shall remove their connection. The City shall be responsible for notifying the owners of the property that are connected without City permission of this provision and for enforcing this provision. The Parties are individually responsible for stormwater management in their respective jurisdiction, and for the Party's compliance with applicable stormwater management regulations, including Wisconsin Administrative Code Chapter NR 216 and WPDES Permit No. WI-S058416-2. The City and the Town may work cooperatively with regard to complying with applicable stormwater management regulations by sharing or further contracting with each other for services such as street sweeping, catch basin cleaning, or the maintenance of retention pond facilities.

10. Millpond Road

The City shall perform the following maintenance and improvement responsibilities for Millpond Road:

- A The City shall have the maintenance responsibility within the Millpond Road right-of-way from City limits west of the intersection with Savannah Road, west to the City limits at Evan Acres Road Such maintenance responsibility shall include maintenance of pavement and drainage ditches, snowplowing, regulation of street and driveway access control for private properties in the City, and regulation of utilities. The Town shall retain street and driveway access control for private properties in the Town, and for traffic signing and marking as long as this road segment remains in the Town.
- B At such future time, as determined by the City, that Millpond Road is reconstructed to urban standards, the Town and City agree to jointly share the cost of the improvements, which shall be divided between the Town and the City based upon the frontage of abutting properties in each jurisdiction. The prorated local share may be financed, in whole or in part, as a special assessment, or from the general revenues of each municipality, as determined in the sole discretion of each municipality. If assessed, the Town shall adopt a resolution levying the assessments in accordance with Wis Stat § 66 0703

11. Ho-Chunk Nation Trust Property

The City shall keep the Town informed of the development and processing of development plans for the Ho-Chunk Nation Trust Lands and Fee Lands, located adjacent to Millpond, Evan Acres and Savannah Roads in the City, and allow the Town and/or its designee to review and comment on the plans

12 Cooperation Concerning Quarries and Non-Metallic Mines

The Town and the City will reasonably cooperate to find mutually acceptable solutions to issues concerning the operation of quarries and non-metallic mines located on parcels that are adjacent to the City

13. Disputes Settled by Arbitration

Except as to liquidated damages under Section 8 D, disputes over compliance with this Agreement shall be resolved by binding arbitration. Mediation may be used prior to arbitration if both Parties agree. A Party may initiate legal proceedings in a court of competent jurisdiction in order to enforce an award or decision obtained in binding arbitration.

14. Binding Effect

This Agreement shall bind, and accrue to the benefit of, all successors of the Parties Except as to the rights of owners of land currently in the Town as expressly set forth herein, 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.

15. Recording

The Parties shall cause a notice of this Agreement to be recorded in the office of the Register of Deeds. The cost to record the notice shall be split equally by the Town and the City

16. Challenge to Agreement

- A Both 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
- B In the event of a court action by a third party challenging the validity or enforceability of this Agreement or any of its provisions, both Parties shall fully cooperate to vigorously defend this Agreement

- (1) If only one Party is named as a party to the action, the other 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 both Parties.
- (3) The workload to defend this Agreement shall be shared equally
- E A challenge to this Agreement by one of the Parties or a failure to vigorously defend this Agreement constitutes a breach of this Agreement.

17. Remedies

In addition to other remedies provided in this Agreement,

- A Either Party may seek specific performance of this Agreement in addition to any other remedies available at law or in equity
- B The breaching Party shall pay the other's attorney fees reasonably incurred in seeking remedies for the breach

18. Term

The term of this Agreement shall commence on the Effective Date and shall terminate upon all Town territory becoming part of the City pursuant to Section 1 of this Agreement

19 Effective Date

The Effective Date shall be the date when this Agreement is executed by the authorized representatives of the Parties following approval by the governing bodies of both Parties

20. Entire Agreement

This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and all prior discussions, drafts, agreements, and writings are specifically superseded by this Agreement. This Agreement supersedes the agreement titled "Annexation, Jurisdiction and Service Agreement Between the City of Madison, the Town of Blooming Grove and the Blooming Grove Sanitary District No 8," dated April 6, 1995. The Parties acknowledge that Blooming Grove Sanitary District No 8 no longer exists. This Agreement represents the mutual intent of the Parties and the fact that one or more of its provisions was drafted by one party or another shall not be construed to the benefit or detriment of either party.

21 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. Copies of the resolutions of the governing bodies of both Parties, authorizing this Agreement are attached hereto as Exhibits G and H. Each person signing this Agreement represents and warrants that he or she has been duly authorized to do so.

22. Counterparts

This Agreement may be signed in counterparts which, when taken together, shall be effective as if all signatures appeared on the same original.

23. Non-Discrimination

In the performance of the obligations under this Agreement, the Parties agree not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national origin, ancestry, income level, source of income, arrest record, conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs, or student status. The Parties further agree not to discriminate against any subcontractor or person who offers to subcontract under this Agreement because of race, religion, color, age, disability, sex, or national origin.

Dated this 18th day of February, 2005.

TOWN OF BLOOMING GROVE

Dane County, Wisconsin

Tom N. Anderson Chair

Attest:

udrey Rue Town Clerk/Treasurer

Approved as to Form:

Richard K. Nordeng Town Attorney

Dated this 18th day of February, 2005

CITY OF MADISON

A Wisconsin municipal corporation

· ____

David J Cieslewicz, Mayor

By:

Ray Fisher, City Clerk

Countersigned:

Dean Brasser, City Comptroller

Approved as to Form:

Michael P. May, City Attorney

Attachments

Exhibit A - Description and Maps of North and South Phased Annexation Areas

Exhibit B - Legal Description and Map of Ho-Chunk Nation Property

Exhibit C - Description and Maps of Protected Areas

Exhibit D - Description and Map of Rustic Acres

Exhibit E - Legal Description and Map of the Development Property

Exhibit F - Joint Zoning Procedure for the Development Property

Exhibit G - Authorizing Resolution of Town of Blooming Grove Town Board

Exhibit H - Authorizing Resolution of City of Madison City Council

EXHIBIT A DESCRIPTION AND MAPS OF NORTH AND SOUTH PHASED ANNEXATION AREAS

Description of North Phased Annexation Area (as shown on Exhibit "A" North):

All or part of Town territory east of the western right-of-way line of Interstate 39/90 and north of the northern Chicago & Northwestern Railroad right-of-way line, that has not been voluntarily annexed to the City by January 1, 2015

Description of the South Phased Annexation Area (as shown on Exhibit "A" South):

All or part of Town territory east of the western right-of-way line of Interstate 39/90, south of the northern Chicago & Northwestern Railroad right-of-way line and north of Siggelkow Road, that has not been voluntarily annexed to the City by January 1, 2020

NOTE: The Phased Annexation Areas do not include territory in Rustic Acres and the Protected Areas

BOUNDARY AGREEMENT: CITY OF MADISON & TOWN OF BLOOMING GROVE

EXHIBIT "A" NORTH

MORTH PHASED ANNEXATION AREA

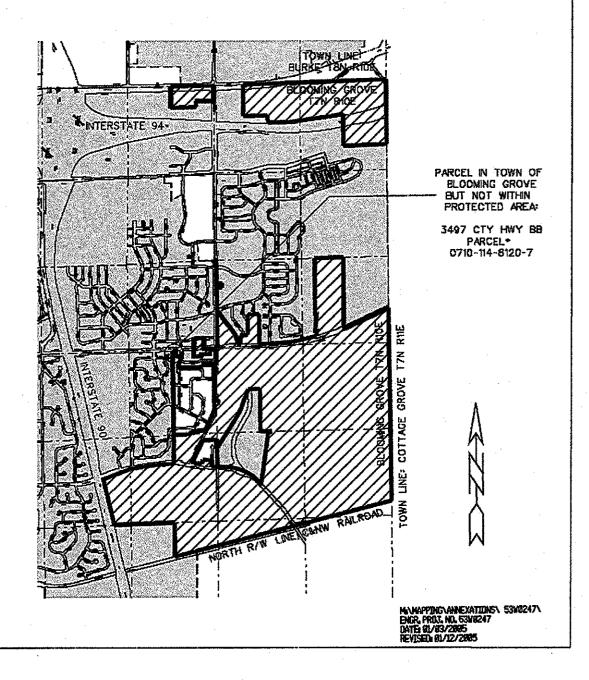


EXHIBIT "A" SOUTH **BOUNDARY AGREEMENT:** CITY OF MADISON & TOWN OF BLOOMING GROVE SOUTH PHASED ANNEXATION AREA RANCROAD NORTH RIW LINE INTERSTATE 90 R/W INCLUDED IN AREA MANAPPINGVANNEXATIONS\ 53W8247\ ENGR. PROJ. NO, 53W8247 DATE: 01/03/2005 CENTERLINE, SIGGELKOW RD

EXHIBIT B LEGAL DESCRIPTION AND MAP OF THE HO-CHUNK NATION PROPERTY

Lot 6, Assessor's Plat No. 10, Town of Blooming Grove, except that part of Lot 6 described in Document No. 3135154, Dane County Registry, and including part of the southerly and easterly right-of-way of Millpond Road as platted on said Assessor's Plat, all located in the South 1/2 of the Northeast 1/4 of Section 26, Township 7 North Range 10 East, Town of Blooming Grove, Dane County, Wisconsin, to wit:

Commencing at the southwest corner of Lot 6, Assessor's Plat No. 10, Town of Blooming Grove, being also a point on the easterly right-of-way of Millpond Road as platted on said Assessor's Plat; thence S87°47'E, 318.73 feet along the southerly line of Lot 6 to the northeast corner of said Lot 13; thence S02°13'W, 65.00 feet along the east line of Lot 13 of said Assessor's Plat, to the southerly line of said Lot 6; thence along the southerly line of Lot 6 for the next three courses: (1) S87°47'E, 266.27 feet; (2) S02°13'W, 62.20 feet; \$57°47'30"E, 330.45 feet to the northwesterly right-of-way line of Savannah Road; thence N32°12'30"E, 479.97 feet along said northwesterly right-of-way to the south corner of lands described as "Parcel 3" in Document No. 3135154, Dane County Registry; thence along the westerly line of said "Parcel 3", being the existing westerly right-of-way line of Savannah Road, for the next three courses: (1) northwesterly along the arc of a 25.00 foot radius curve to the left whose long chord bears N04°52'56"W, 30 15 feet; (2) N41°58'22"W, 43 11 feet to a point of curve; and (3) northwesterly along the arc of an 85 foot radius curve to the left whose long chord bears N63°33'41"W, 62.55 feet to the north line of said Lot 6 and existing southerly right-ofway of Millpond Road; thence N85°09'W, 4.43 feet along said north line of Lot 6 and southerly right-of-way line to an angle point in the north line of said Lot 6; thence N87°47'W, 74.13 feet along said north line of Lot 6 and southerly right-of-way line; thence N02°13'E, 35.00 feet along the existing city limits as defined in Madison Common Council Ordinance No. 12461, ID No. 25942, adopted Aug 17, 1999, to the centerline of Millpond Road; thence N87°47'W along the centerline of Millpond Road, 731.73 feet to a point of tangent curve; thence southwesterly on said centerline along the arc of a 245.00 foot radius curve to the left whose long chord bears S65°13'W, 222.46 feet, to the southeasterly prolongation of the northeasterly line of Lot 1, Certified Survey Map No. 729; thence S51°47°E along said prolongation, 35.00 feet to the southeasterly right-of-way line of Millpond Road and westerly line of said Lot 6; thence southwesterly on said right-of-way line and westerly line of Lot 6, along the arc of a 210.00 foot radius curve to the left whose long chord bears \$20°13'00"W, 129.79 feet to the point of beginning. Containing 352,700 square feet or 8.097 acres, more or less.

Tax Parcel Numbers included in description: #0710-261-6177-6 #0710-261-6216-8

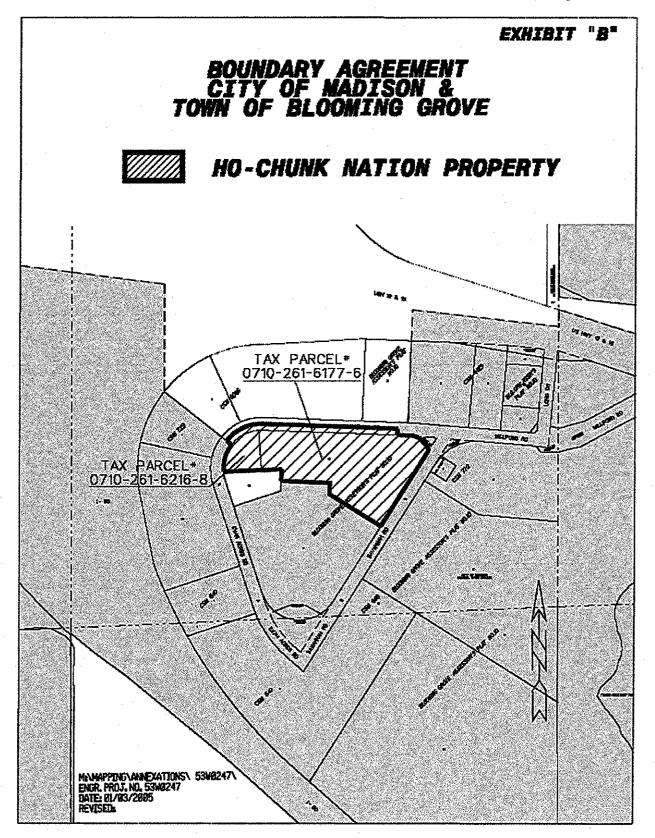


EXHIBIT C

DESCRIPTION AND MAPS OF PROTECTED AREAS

Description of the Protected Areas:

All territory in Clyde A Gallagher's Plat (Being Lots 347-382), all territory in Elisha L Gallagher Plat, all territory in Second Addition to Elisha L Gallagher Plat, all territory in Replat of Block 9 of Second Addition to Elisha L Gallagher Plat, all territory in Replat of Part of Block 14, and all of Blocks 12, 13, 11, 15 & 16, Second Addition to Elisha L Gallagher Plat, part of the Clyde A Gallagher Park Subdivision (Being Lots 383-481) except Lots 425 to 429 inclusive, and part of First Addition to Clyde A Gallagher Park Subdivision Being the West 1/2 of Lots 525 to 527 inclusive) (As shown on Exhibit "C1")

All territory in Rambling Acres, and all territory in Weather Oak Hills. (As shown on Exhibit "C2")

All territory in April Hill, all territory in First Addition April Hill, all territory in Freeway Manor, and the existing developed business commercial areas along Highway 12/18 consisting of the following parcels (as these parcels exist as of the effective date of the Agreement): 008/0710-261-0633-5, 008/0710-261-0415-9, 008/0710-261-0445-3, 008/0710-261-6003-5, 008/0710-261-8440-2 (As shown on Exhibit "C3)

All territory in Clyde A. Gallagher Garden Subdivision. (As show on Exhibit "C4")

EXHIBIT "C"

BOUNDARY AGREEMENT CITY OF MADISON & TOWN OF BLOOMING GROVE

MASTER INDEX OF PROTECTED AREAS

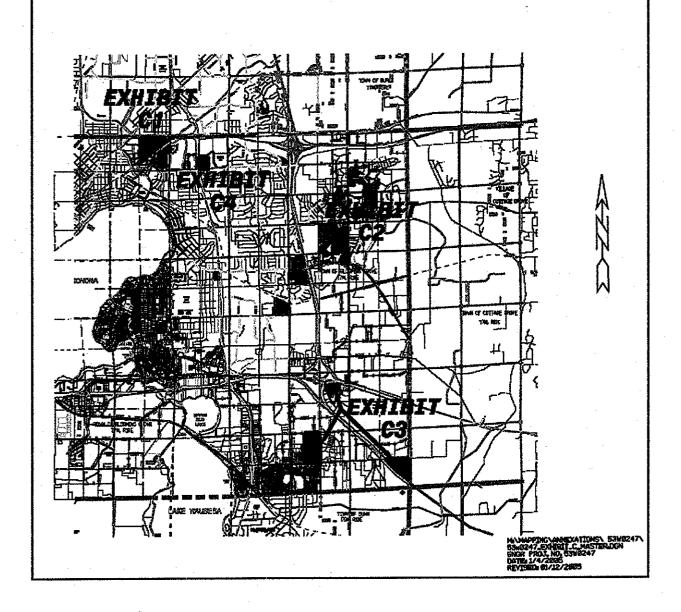
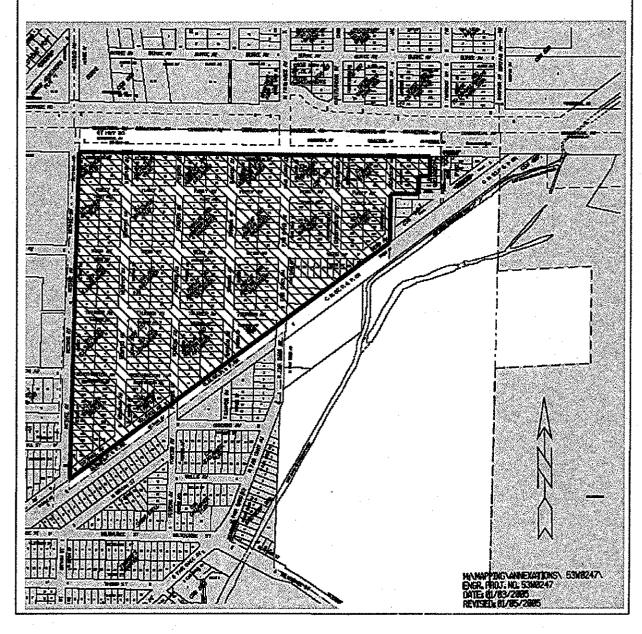


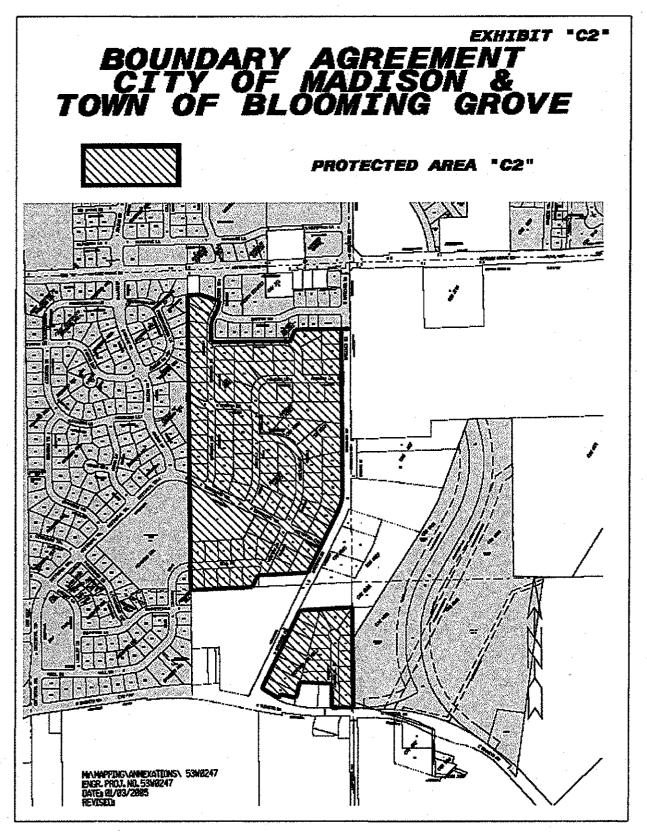
EXHIBIT "C1"

BOUNDARY AGREEMENT CITY OF MADISON & TOWN OF BLOOMING GROVE



PROTECTED AREA "C1"





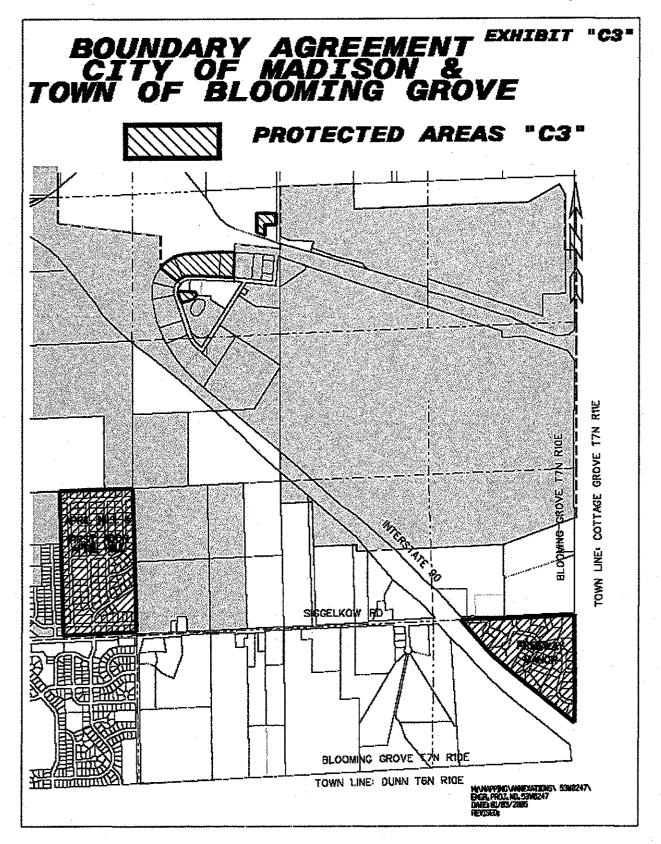


EXHIBIT "C4"

BOUNDARY AGREEMENT CITY OF MADISON & TOWN OF BLOOMING GROVE



PROTECTED AREA "C4"

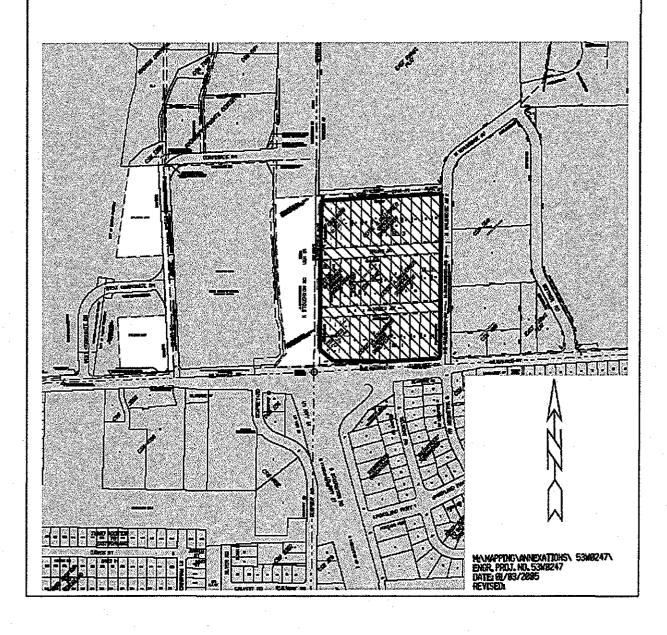


EXHIBIT D DESCRIPTION AND MAP OF RUSTIC ACRES

Description of Rustic Acres: All territory in Rustic Acres that has not been annexed to the City of Madison as of the effective date of this Agreement (as shown on Exhibit "D")

EXHIBIT "D"

BOUNDARY AGREEMENT CITY OF MADISON & TOWN OF BLOOMING GROVE

RUSTIC ACRES (UNRECORDED PLAT)
WITHIN TOWN OF BLOOMING GROVE

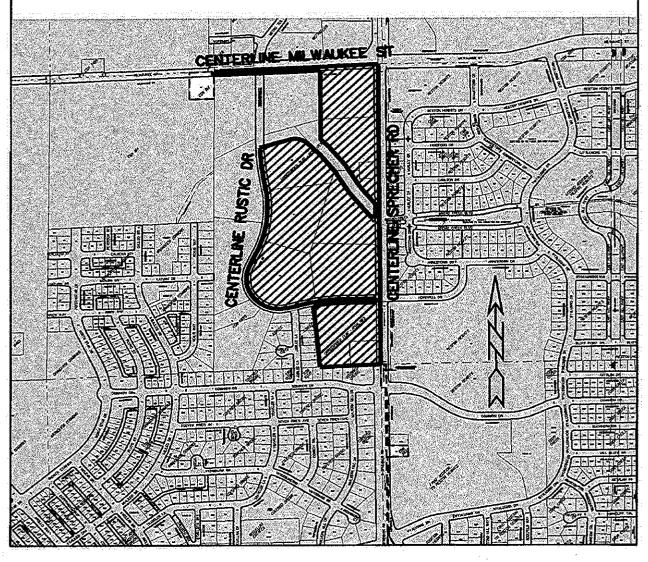


EXHIBIT E LEGAL DESCRIPTION AND MAP OF THE DEVELOPMENT PROPERTY

All of that land described in Document No. 858228, in Vol. 598 of Deeds, Pg. 341, Dane County Registry, located in the Northwest 1/4 of the Northwest 1/4 of Section 4, Town 7 North, Range 10 East, and that part of the East 1/2 of the Northeast 1/4 of Section 5, Town 7 North, Range 10 East, bounded on the north by the southeasterly right-of-way line of the Chicago, Milwaukee, St Paul and Pacific Railroad and bounded on the south by the existing centerline of Milwaukee Street (County Trunk Highway "T") except those lands described in Document No. 2671809, Vol. 29715 of Records, Pg. 2, and Document No. 1818930, Vol. 5326 of Records, Pg. 77, Dane County Registry, all in the Town of Blooming Grove, Dane County, Wisconsin, to wit:

Beginning at the East Quarter Corner of said Section 5, being also the existing centerline of Milwaukee Street; thence N01°12'06"E (N00°24'E per Doc. No. 858228), 1528 feet to the southwest corner of said lands per Doc. No. 858228; thence N87°05'E, 581 feet to the southeast corner of said lands; thence N00°24'E, 600 feet to the northeast corner of said lands; thence S87°05'W, 581 feet to a the northwest corner of said lands, on the East line of Section 5; thence N01°12'06"E (N00°24'E per Doc. No. 858228) along said East line, 556 feet, more or less, to the southeasterly right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad; thence southwesterly along said right-of-way, 846 feet, more or less, to the northeast corner of said lands per Doc. No. 2671809; thence south, parallel with the easterly right-of-way line of Fair Oaks Avenue as described in said Doc. No. 2671809, 300 feet to the southeast corner of said lands; thence S52°04'W along the southeast line of said lands per Doc. No. 2671809, and along the southeast line of said lands per Doc No 1818930, 620 feet, more or less, to the East line of the West 1/2 of the Northeast 1/4 of said Section 5; thence southerly along said East line, 1090 feet, more or less, to the existing centerline of Milwaukee St. and limits of the City of Madison; thence southeasterly and easterly along said centerline and city limits, 1400 feet, more or less, to the point of beginning Containing 70 acres, more or less.

Tax Parcel Numbers included in description:

0710-042-8680-7

0710-051-8250-6

0710-051-9810-6

0710-051-9860-6

EXHIBIT "E"

BOUNDARY AGREEMENT CITY OF MADISON & TOWN OF BLOOMING GROVE

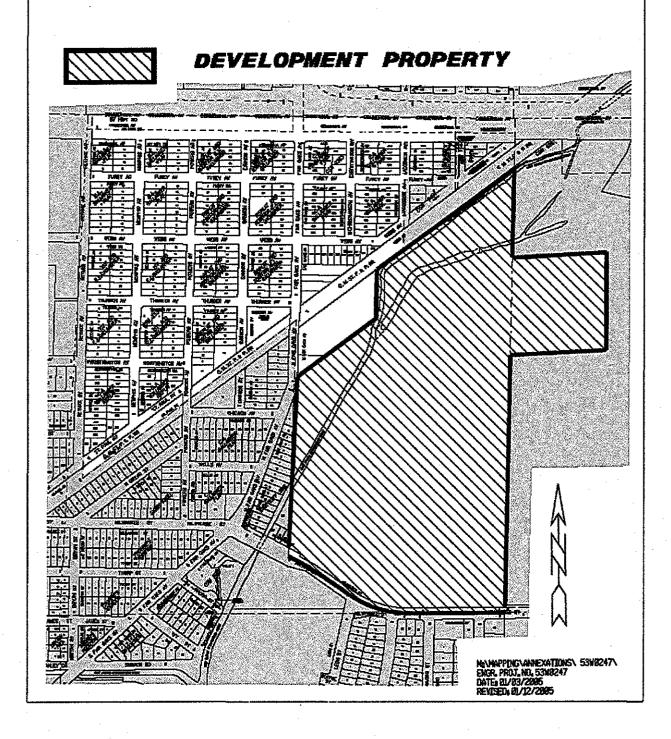


EXHIBIT F JOINT ZONING PROCEDURE FOR THE DEVELOPMENT PROPERTY

- At the request of the Town, the City, or the owner(s) of the Development Property, the City and the Town shall establish a joint committee comprised of three Town members and three City members to establish zoning and related regulations (collectively referred to as "zoning") over the Development Property for development of the Development Property while it is in the Town (the "Joint Committee") The City members shall be residents of the City and shall be appointed by the Mayor. The Town members shall be residents of the Town and shall be appointed by the Town Chair.
- The Joint Committee shall formulate the zoning for the Development Property and shall hold a public hearing thereon. The Joint Committee shall consult with owner(s) of the Development Property about the zoning. Notice of the public hearing shall be given by publication in a newspaper having general circulation in the area to be zoned as a class 2 notice under Wis. Stat. Ch. 985. At the public hearing, an opportunity to be heard shall be afforded to the public, representatives of the Town Board, representatives of the City Council, and the owner(s) of the Development Property. After the hearing, the Joint Committee shall vote on the zoning
- The governing bodies of the City and the Town shall not jointly adopt the zoning of the Joint Committee unless the zoning receives a favorable vote of the majority of the members of the Joint Committee.
- If the zoning is acceptable to the City and the Town, it shall be implemented by the adoption of an ordinance by the governing bodies of the City and the Town may jointly hold a public hearing, with notice as provided in No. 2 of this Exhibit G, prior to acting on the zoning.
- In case of a protest against the zoning duly signed and acknowledged by the owners of 20% or more of either of the Development Property, or the owners of 20% or more of the area of land immediately adjacent extending 100 feet therefrom, or by the owners of 20% or more of the land directly opposite thereto extending 100 feet from the street frontage of such opposite land, the zoning shall not become effective except by the favorable vote of 3/4 of the members of the City Council and 3/4 of the members of the Town Board voting on the zoning
- The zoning shall be consistent with the public interest and the Town's land use plan and the City's comprehensive plan in effect at the time the zoning is established. At the present time, those plans would allow development of the Development Property for residential single-family and multifamily use, including senior elderly housing, and some limited amount of mixed uses including neighborhood commercial uses, and associated improvements, including roads, utilities, parkland, multipurpose trails, wetlands, or other open spaces, ponds, and other governmental uses

- If the Parties will be rezoning areas of the Development Property zoned for exclusive agriculture use, such rezoning shall be upon findings that are based upon consideration of the following:
 - (a) Adequate public facilities to accommodate development either exist or will be provided within a reasonable time
 - (b) Provision of public facilities to accommodate development will not place an unreasonable burden on the ability of affected local units of government to provide them
 - (c) The land proposed for rezoning is suitable for development and development will not result in undue water or air pollution, cause unreasonable soil erosion or have an unreasonably adverse effect on rare or irreplaceable natural areas.
- 8 Any zoning of areas of the Development Property that are subject to existing shoreland, wetland or floodplain zoning shall comply with and be at least as restrictive as the standards contained in the existing shoreland, wetland, and flood plain zoning
- 9 The City shall administer and enforce the zoning
- The City shall have the authority to issue building permits for the Development Property, unless the City agrees to delegate such authority to the Town

FINAL February 18, 2005

EXHIBIT G AUTHORIZING RESOLUTION OF' TOWN OF BLOOMING GROVE

RESOLUTION 2005 - 02

RESOLUTION AUTHORIZING INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF BLOOMING GROVE AND CITY OF MADISON

WHEREAS, the Town of Blooming Grove and the City of Madison have negotiated an intergovernmental agreement, which is attached hereto as Exhibit 1, regarding boundary changes and other urban growth and delivery of municipal service issues.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board approves the intergovernmental agreement, and the Town Chairperson and the Town Clerk are authorized to execute the intergovernmental agreement between the Town of Blooming Grove and the City of Madison, which is attached hereto as Exhibit 1, as well as any other documents related thereto or required thereby, and in a form approved by the Town Attorney.

Adopted this $\int_{-57}^{57} day \text{ of } februar / ,2005.$

TOWN OF BLOOMING GROVE

Tom Anderson, Town Chairperson

ATTEST:

Audrey Rue, Town Clerk/Treasurer/Administrator

Attachment: Exhibit 1 - Intergovernmental Agreement

RESOLUTION <u>20</u>05-03

RESOLUTION AUTHORIZING MEMORANDUM OF UNDERSTANDING BETWEEN THE

TOWN OF BLOOMING GROVE AND CITY OF MADISON CONCERNING THE TOWN'S GOOD FAITH EXERCISE OF GOVERNMENTAL AUTHORITY UNDER THE INTERGOVERNMENTAL AGREEMENT

WHEREAS, the Town of Blooming Grove and the City of Madison have negotiated an intergovernmental agreement; and

WHEREAS, the Town Board of the Town of Blooming Grove has approved the intergovernmental agreement; and

WHEREAS, the Town of Blooming Grove and the City of Madison have negotiated the memorandum of understanding attached hereto as Exhibit 1 concerning the Town's good faith exercise of governmental authority under the intergovernmental agreement

NOW, THEREFORE, BE IT RESOLVED, that the Town Board approves the memorandum of understanding and the Town Chairperson and the Town Attorney are authorized to execute the memorandum of understanding attached hereto as Exhibit 1

Adopted this $\frac{\int 57}{\text{day of } February}$, 2005.

TOWN OF BLOOMING GROVE

Tom Anderson, Town Chairperson

ATTEST;

Audrey Rue, Town Clerk/Treasurer/Administrator

Attachment: Exhibit 1 - Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF BLOOMING GROVE AND THE CITY OF MADISON

The purpose of this Memorandum of Understanding is to provide evidence of the parties' drafting intent as to what is meant by Section 3 of the Intergovernmental Agreement between the Town of Blooming Grove and the City of Madison (the "Parties"), of even date herewith and as that provision is to be incorporated in a corresponding provision of a Wis Stat § 66.0307 Cooperative Plan between the Parties, notwithstanding Section 20 of the Intergovernmental Agreement

The said Section 3 reads as follows:

Except as otherwise provided in this Agreement, the Town retains full and independent governmental authority throughout the Town during the Protected Period. The Town shall exercise that authority in good faith in order to protect the Town's interests and to assure that the Town's finances and property are in reasonable condition for transfer to the City at the end of the Protected Period.

Examples where the Town would not be exercising its governmental authority in good faith to protect the Town's interests and to assure that the Town's finances and property are in reasonable condition for transfer to the City at the end of the Protected Period include, but are not limited to, the following, if the dollar amount is material and the Town's action is not otherwise justifiable as reasonably prudent financial management:

- Borrowing funds for current operational expenses that are repaid beyond the fiscal year in which the borrowed proceeds were used
- Borrowing funds whose unamortized principal at any time during the payback period is greater than the depreciated value of the facilities acquired with borrowed funds, or having an exceptionally long payback period that extends beyond the end of the Protected Period
- Borrowing funds at terms and rates that are less favorable than market rates
- Substantial deferral of or substantial failure to perform routine or necessary maintenance to current standards on public infrastructure and facilities.
- Entering into agreements for goods, or services for which payment has been deferred beyond the period where the goods and services have been consumed or obtained
- Except as agreed by the Town and the City, undertaking the development of a capital facility, or joint participation in such a project that is not essential to the efficient operation of the Town, and would unreasonably commit the City to future operating, maintenance and debt retirement costs, or contingent liability for non-essential purposes.

RESOLUTION 2005—()

RESOLUTION AUTHORIZING THE TOWN OF BLOOMING GROVE TO PARTICIPATE IN THE PREPARATION OF A COOPERATIVE PLAN WITH THE CITY OF MADISON UNDER WIS. STAT. § 66.0307

WHEREAS, the Town of Blooming Grove intends to participate in the preparation of a cooperative plan with the City of Madison under Wis. Stat. § 66.0307.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Blooming Grove authorizes the Town and directs all necessary staff to participate in the preparation of a cooperative plan under Wis. Stat. § 66 0307.

BE IT FURTHER RESOLVED that the Town Clerk shall provide notice of this resolution as required under Wis. Stat. § 66 0307(4)(a), and shall work with the Town Attorney and City of Madison Attorney to schedule and notice a joint public hearing on the proposed plan under sub. (4)(b) thereof.

Adopted this

day of Febria

TOWN OF BLOOMING GROVE

Tom Anderson, Town Chairperson

ATTEST:

Slerk/Treasurer/Administrator Audrey Rue, Town

FINAL February 18, 2005

EXHIBIT H AUTHORIZING RESOLUTION OF CITY OF MADISON



City of Madison Certified Copy

City of Madison Madison, WI 53703 www.cityofmadison.com

Resolution: RES-05-00087

File Number: 00245 Enactment Number: RES-05-00087

Authorizing the Mayor and City Clerk to execute an Intergovernmental Agreement Between Town of Blooming Grove and City of Madison regarding boundary changes and other urban growth and delivery of municipal services issues, pursuant to an approved cooperative plan under Sec 66 0307, Wis Stats; authorizing participation in the preparation of the cooperative plan for public hearing and submittal to the Wisconsin Department of Administration for approval

WHEREAS, the Town of Blooming Grove and the City of Madison have negotiated an intergovernmental agreement, which is attached hereto as Exhibit 1, regarding boundary changes and other urban growth and delivery of municipal service issues, pursuant to an approved cooperative plan under Sec 66 0307, Wis. Stats which is to be submitted to the Wisconsin Department of Administration for approval;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Clerk be and are hereby authorized to execute an Intergovernmental Agreement Between the Town of Blooming Grove and City of Madison containing the terms and conditions of Exhibit 1, as well as any other documents related thereto or required thereby, and in a form approved by the City Attorney

BE IT FURTHER RESOLVED that the Common Council of the City of Madison hereby authorizes and directs all necessary staff to participate in the preparation of a cooperative plan which contains all of the applicable provisions set forth in the said Intergovernmental Agreement, and any further provisions deemed necessary by Town and City Attorneys, under Sec 66 0307, Wis. Stats.

BE IT STILL FURTHER RESOLVED that the City Clerk shall provide notice of this resolution as required under Sec. 66.0307(4)(a), Wis. Stats, and shall work with the City Attorney, Town Clerk and Town Attorney to schedule and notice a joint public hearing on the proposed plan under sub. (4)(b), thereof.

I, Ray Fisher, certify that this is a true copy of Resolution No. 00245, passed by the COMMON COUNCIL on 2/1/2005.

2-14-2005

Date Certified

MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF BLOOMING GROVE AND THE CITY OF MADISON

The purpose of this Memorandum of Understanding is to provide evidence of the parties' drafting intent as to what is meant by Section 3 of the Intergovernmental Agreement between the Town of Blooming Grove and the City of Madison (the "Parties"), of even date herewith and as that provision is to be incorporated in a corresponding provision of a Wis. Stat. § 66.0307 Cooperative Plan between the Parties, notwithstanding Section 20 of the Intergovernmental Agreement.

The said Section 3 reads as follows:

Except as otherwise provided in this Agreement, the Town retains full and independent governmental authority throughout the Town during the Protected Period. The Town shall exercise that authority in good faith in order to protect the Town's interests and to assure that the Town's finances and property are in reasonable condition for transfer to the City at the end of the Protected Period.

Examples where the Town would not be exercising its governmental authority in good faith to protect the Town's interests and to assure that the Town's finances and property are in reasonable condition for transfer to the City at the end of the Protected Period include, but are not limited to, the following, if the dollar amount is material and the Town's action is not otherwise justifiable as reasonably prudent financial management:

- Borrowing funds for current operational expenses that are repaid beyond the fiscal year in which the borrowed proceeds were used
- Borrowing funds whose unamortized principal at any time during the payback period is greater than the depreciated value of the facilities acquired with borrowed funds, or having an exceptionally long payback period that extends beyond the end of the Protected Period.
- 3. Borrowing funds at terms and rates that are less favorable than market rates.
- Substantial deferral of or substantial failure to perform routine or necessary maintenance to current standards on public infrastructure and facilities.
- Entering into agreements for goods, or services for which payment has been deferred beyond the period where the goods and services have been consumed or obtained.
- Except as agreed by the Town and the City, undertaking the development of a capital facility, or joint participation in such a project that is not essential to the efficient operation of the Town, and would unreasonably commit the City to future operating, maintenance and debt retirement costs, or contingent liability for non-essential purposes

- 7. Hiring to significantly increase the total number of Town employees in later years of the Protected Period.
- 8 Entering into contractual obligations (including collective bargaining agreements) extending unreasonably beyond the Protected Period
- Onsistent refusal or failure to provide reasonably sufficient necessary municipal services (including but not limited to protective services), consistent with the Town's size and characteristics, to protect the health, safety, and general welfare of Town residents and visitors, and to preserve and protect private property in all areas of the Town

Dated: Feb. 18, 2005.

FOR THE TOWN BLOOMING GROVE:

Tom Anderson, Chair

Richard K. Nordeng, Town Attorney

James M. Voss, Assistant City Attorney

FOR THE CITY OF MADISON:

David I Cieclavier Mayor

COOPERATIVE PLAN CITY OF MADISON & TOWN OF BLOOMING GROVE

ORIGINAL TOWNSHIP LIMITS TOWNSHIP OF BLOOMING GROVE TOWN 07 NORTH, RANGE 10 EAST

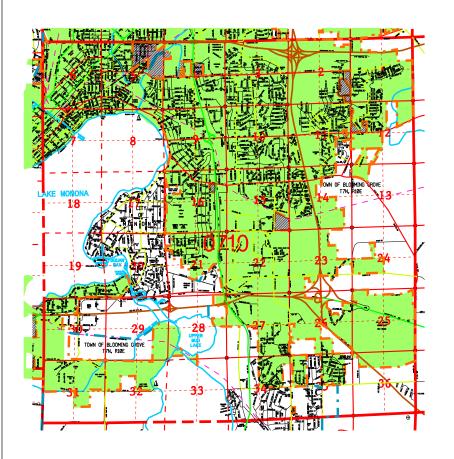


EXHIBIT 3 LEGAL DESCRIPTION AND MAP OF THE COOPERATIVE DEVELOPMENT PROPERTY

All of that land described in Document No. 858228, in Vol. 598 of Deeds, Pg. 341, Dane County Registry, located in the Northwest 1/4 of the Northwest 1/4 of Section 4, Town 7 North, Range 10 East, and that part of the East 1/2 of the Northeast 1/4 of Section 5, Town 7 North, Range 10 East, bounded on the north by the southeasterly right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad and bounded on the south by the existing centerline of Milwaukee Street (County Trunk Highway "T") except those lands described in Document No. 2671809, Vol. 29715 of Records, Pg. 2, and Document No. 1818930, Vol. 5326 of Records, Pg. 77, Dane County Registry, all in the Town of Blooming Grove, Dane County, Wisconsin, to wit:

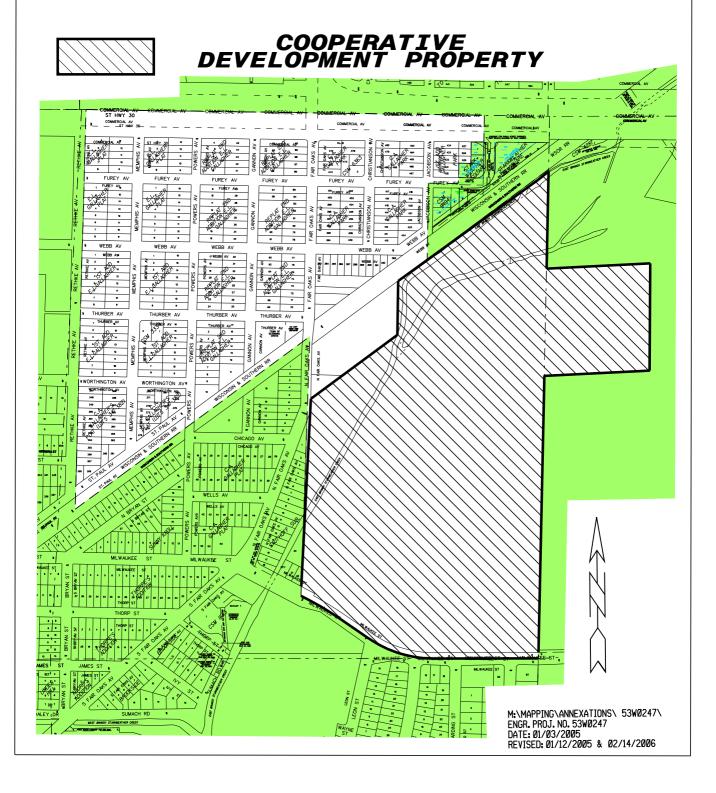
Beginning at the East Quarter Corner of said Section 5, being also the existing centerline of Milwaukee Street; thence N01°12'06"E (N00°24'E per Doc. No. 858228), 1528 feet to the southwest corner of said lands per Doc. No. 858228; thence N87°05'E, 581 feet to the southeast corner of said lands; thence N00°24'E, 600 feet to the northeast corner of said lands; thence S87°05'W, 581 feet to a the northwest corner of said lands, on the East line of Section 5; thence N01°12'06"E (N00°24'E per Doc. No. 858228) along said East line, 556 feet, more or less, to the southeasterly right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad; thence southwesterly along said right-of-way, 846 feet, more or less, to the northeast corner of said lands per Doc. No. 2671809; thence south, parallel with the easterly right-of-way line of Fair Oaks Avenue as described in said Doc. No. 2671809, 300 feet to the southeast corner of said lands; thence S52°04'W along the southeast line of said lands per Doc. No. 2671809, and along the southeast line of said lands per Doc. No. 1818930, 620 feet, more or less, to the East line of the West 1/2 of the Northeast 1/4 of said Section 5; thence southerly along said East line, 1090 feet, more or less, to the existing centerline of Milwaukee St. and limits of the City of Madison; thence southeasterly and easterly along said centerline and city limits, 1400 feet, more or less, to the point of beginning. Containing 70 acres, more or less.

Tax Parcel Numbers included in description: 0710-042-8680-7 0710-051-8250-6

0710-051-9810-6

0710-051-9860-6

COOPERATIVE PLAN CITY OF MADISON & TOWN OF BLOOMING GROVE



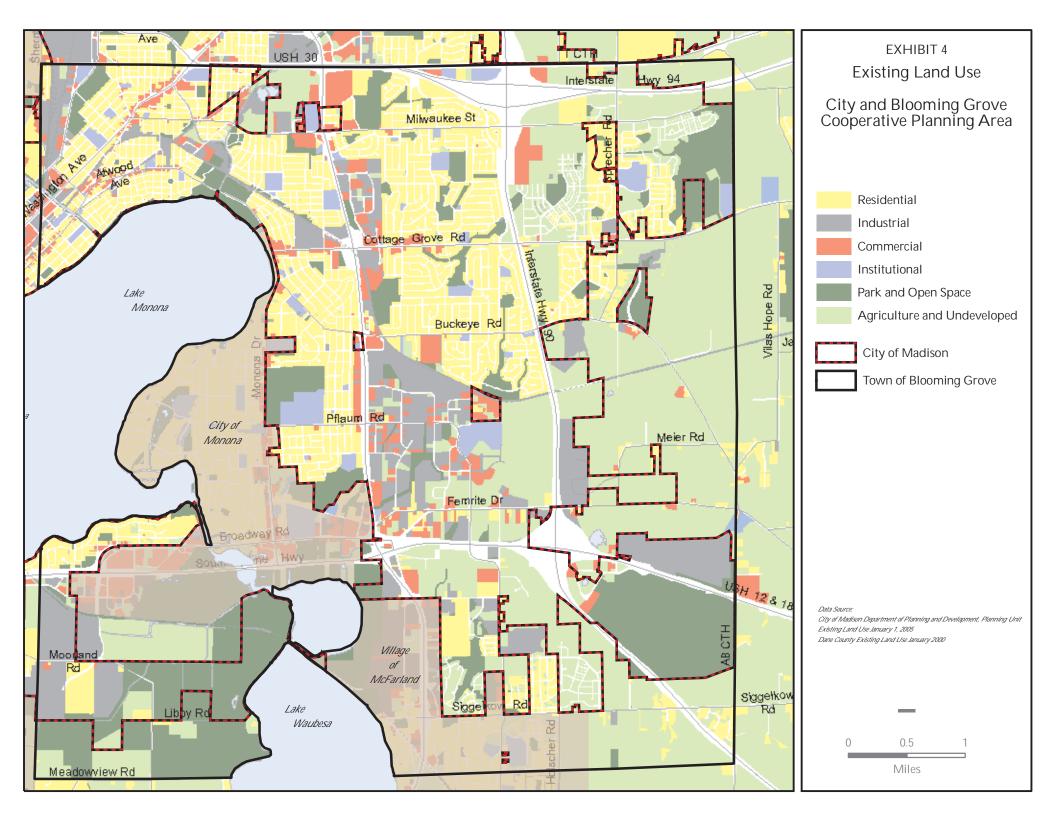


EXHIBIT 5 LEGAL DESCRIPTION AND MAP OF THE HO-CHUNK NATION PROPERTY

Lot 6, Assessor's Plat No. 10, Town of Blooming Grove, except that part of Lot 6 described in Document No. 3135154, Dane County Registry, and including part of the southerly and easterly right-of-way of Millpond Road as platted on said Assessor's Plat, all located in the South 1/2 of the Northeast 1/4 of Section 26, Township 7 North Range 10 East, Town of Blooming Grove, Dane County, Wisconsin, to wit:

Commencing at the southwest corner of Lot 6, Assessor's Plat No. 10, Town of Blooming Grove, being also a point on the easterly right-of-way of Millpond Road as platted on said Assessor's Plat; thence S87°47'E, 318.73 feet along the southerly line of Lot 6 to the northeast corner of said Lot 13; thence S02°13'W, 65.00 feet along the east line of Lot 13 of said Assessor's Plat, to the southerly line of said Lot 6; thence along the southerly line of Lot 6 for the next three courses: (1) S87°47'E, 266.27 feet; (2) S02°13'W, 62.20 feet; and (3) S57°47'30"E, 330.45 feet to the northwesterly right-of-way line of Savannah Road; thence N32°12'30"E, 479.97 feet along said northwesterly right-of-way to the south corner of lands described as "Parcel 3" in Document No. 3135154, Dane County Registry; thence along the westerly line of said "Parcel 3", being the existing westerly right-of-way line of Savannah Road, for the next three courses: (1) northwesterly along the arc of a 25.00 foot radius curve to the left whose long chord bears N04°52'56"W, 30.15 feet; (2) N41°58'22"W, 43.11 feet to a point of curve; and (3) northwesterly along the arc of an 85 foot radius curve to the left whose long chord bears N63°33'41"W, 62.55 feet to the north line of said Lot 6 and existing southerly right-ofway of Millpond Road; thence N85°09'W, 4.43 feet along said north line of Lot 6 and southerly right-of-way line to an angle point in the north line of said Lot 6; thence N87°47'W, 74.13 feet along said north line of Lot 6 and southerly right-of-way line; thence N02°13'E, 35.00 feet along the existing city limits as defined in Madison Common Council Ordinance No. 12461, ID No. 25942, adopted Aug. 17, 1999, to the centerline of Millpond Road; thence N87°47'W along the centerline of Millpond Road, 731.73 feet to a point of tangent curve; thence southwesterly on said centerline along the arc of a 245.00 foot radius curve to the left whose long chord bears S65°13'W, 222.46 feet, to the southeasterly prolongation of the northeasterly line of Lot 1, Certified Survey Map No. 729; thence S51°47'E along said prolongation, 35.00 feet to the southeasterly right-of-way line of Millpond Road and westerly line of said Lot 6; thence southwesterly on said right-of-way line and westerly line of Lot 6, along the arc of a 210.00 foot radius curve to the left whose long chord bears \$20°13'00"W, 129.79 feet to the point of beginning. Containing 352,700 square feet or 8.097 acres, more or less.

Tax Parcel Numbers included in description: #0710-261-6177-6 #0710-261-6216-8

EXHIBIT 5

COOPERATIVE PLAN CITY OF MADISON & TOWN OF BLOOMING GROVE



HO-CHUNK NATION PROPERTY

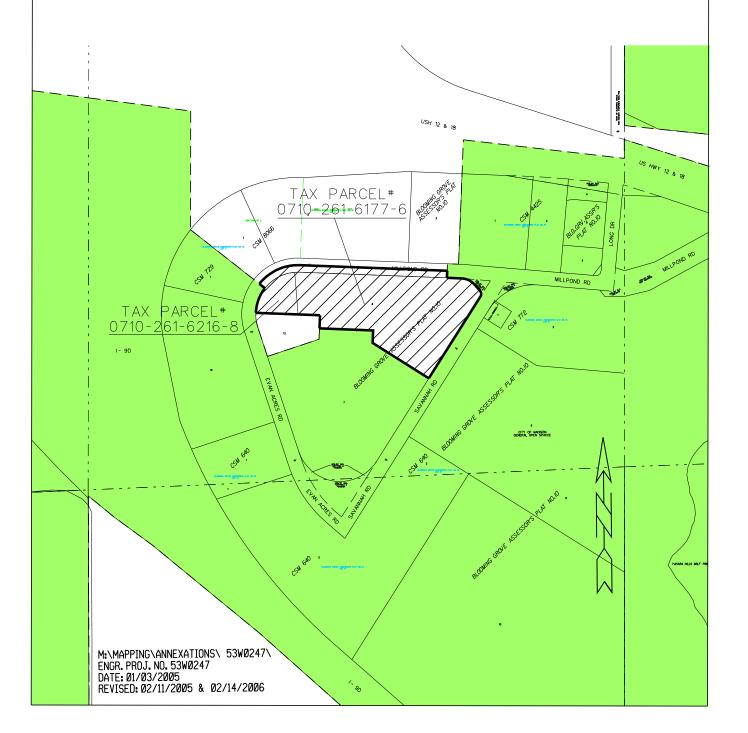


EXHIBIT 6 DESCRIPTION AND MAPS OF PROTECTED AREAS

Description of the Protected Areas:

All territory in Clyde A. Gallagher's Plat (Being Lots 347-382), all territory in Elisha L. Gallagher Plat, all territory in Second Addition to Elisha L. Gallagher Plat, all territory in Replat of Block 9 of Second Addition to Elisha L. Gallagher Plat, all territory in Replat of Part of Block 14, and all of Blocks 12, 13, 11, 15 & 16, Second Addition to Elisha L. Gallagher Plat, part of the Clyde A. Gallagher Park Subdivision (Being Lots 383-481) except Lots 425 to 429 inclusive, and part of First Addition to Clyde A. Gallagher Park Subdivision Being the West 1/2 of Lots 525 to 527 inclusive.) (As shown on Exhibit 6A.)

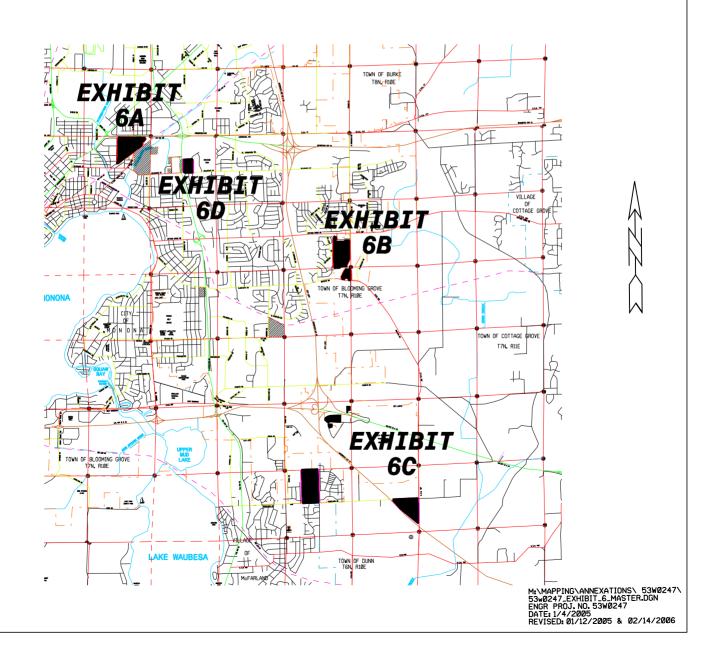
All territory in Rambling Acres, and all territory in Weather Oak Hills. (As shown on Exhibit 6B).

All territory in April Hill, all territory in First Addition April Hill, all territory in Freeway Manor, and the existing developed business commercial areas along Highway 12/18 consisting of the following parcels (as these parcels exist as of the effective date of the Agreement): 008/0710-261-0633-5, 008/0710-261-0415-9, 008/0710-261-0445-3, 008/0710-261-6003-5, 008/0710-261-8440-2. (As shown on Exhibit 6C).

All territory in Clyde A. Gallagher Garden Subdivision. (As shown on Exhibit 6D).

COOPERATIVE PLAN CITY OF MADISON & TOWN OF BLOOMING GROVE

MASTER INDEX OF PROTECTED AREAS



COOPERATIVE PLAN CITY OF MADISON & TOWN OF BLOOMING GROVE



PROTECTED AREA 6A

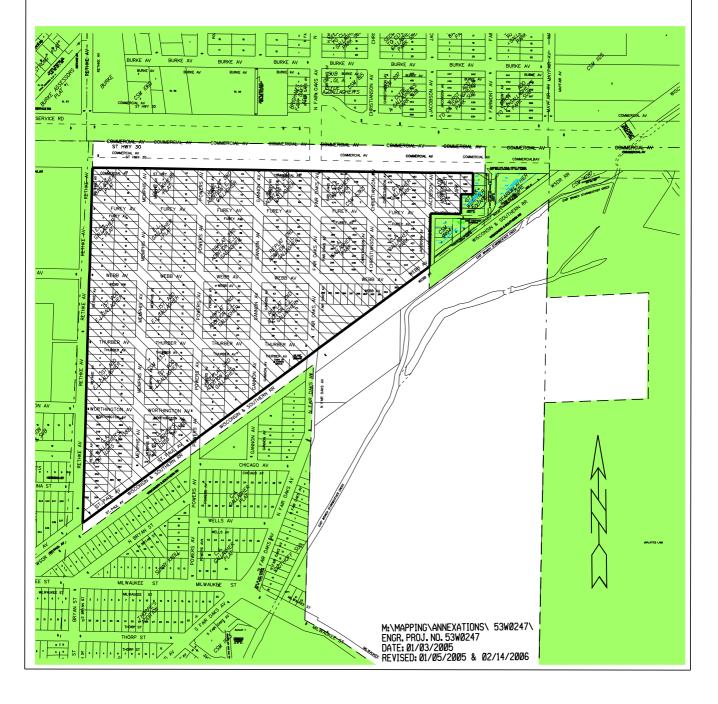


EXHIBIT 6B

COOPERATIVE PLAN CITY OF MADISON & TOWN OF BLOOMING GROVE



PROTECTED AREA 6B

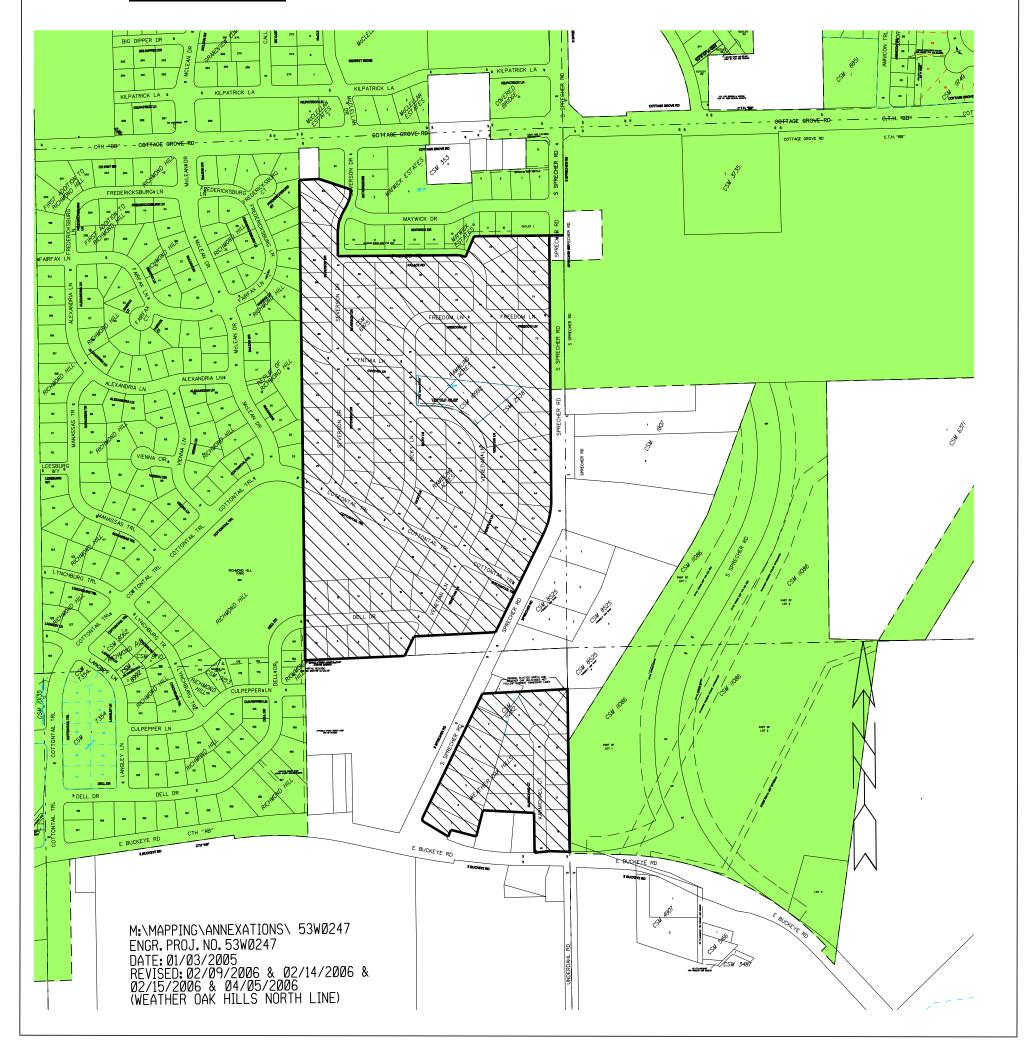


EXHIBIT 6C COOPERATIVE PLAN CITY OF MADISON & TOWN OF BLOOMING GROVE PROTECTED AREAS 6C Z GROVE COTTAGE -OWN LINE: SIGGELKOW FREEWAY MANOR BLOOMING GROVE T7N R10E

TOWN LINE: DUNN T6N R10E

M:\MAPPING\ANNEXATIONS\ 53\\\0247\ ENGR. PROJ. NO. 53\\\0247\ DATE: \\01161/\\032\\02065\ REVISED: \\022\\142\\006\

COOPERATIVE PLAN CITY OF MADISON & TOWN OF BLOOMING GROVE



PROTECTED AREA 6D

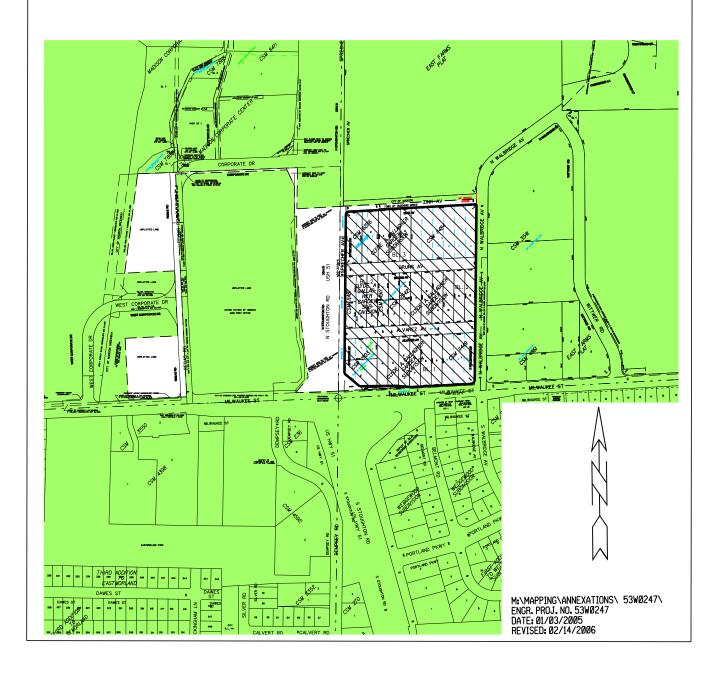


EXHIBIT 7 DESCRIPTION AND MAP OF RUSTIC ACRES

Description of Rustic Acres: All territory in Rustic Acres that has not been annexed to the City of Madison as of the date of the execution of this Cooperative Plan by the Parties. (As shown on Exhibit 7).

COOPERATIVE PLAN CITY OF MADISON & TOWN OF BLOOMING GROVE

RUSTIC ACRES (UNRECORDED PLAT)
WITHIN TOWN OF BLOOMING GROVE

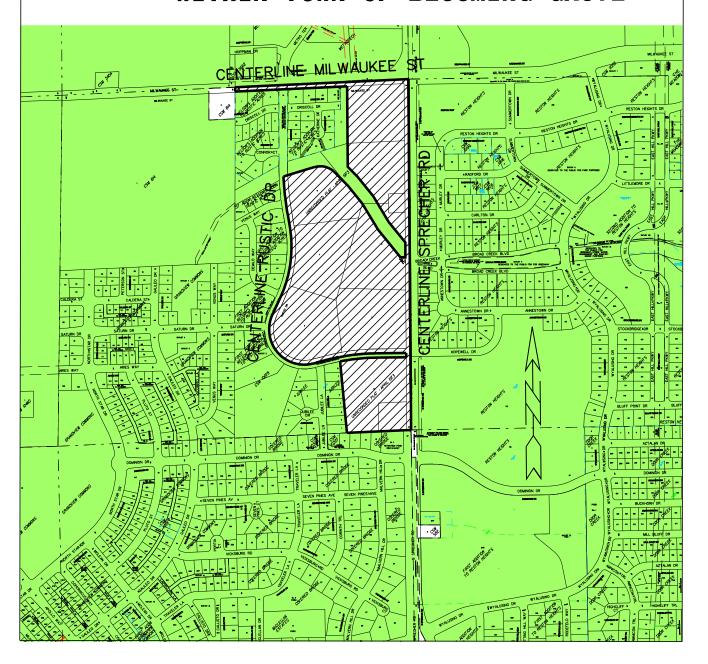


EXHIBIT 8 DESCRIPTION AND MAPS OF NORTH AND SOUTH PHASED ANNEXATION AREAS

Description of North Phased Annexation Area (as shown on Exhibit 8 North):

All or part of Town territory east of the western right-of-way line of Interstate 39/90 and north of the northern Chicago & Northwestern Railroad right-of-way line, that has not been voluntarily annexed to the City by January 1, 2015, except any Protected Areas, Rustic Acres and the Territory North of Weather Oaks.

Description of the South Phased Annexation Area (as shown on Exhibit 8 South):

All or part of Town territory east of the western right-of-way line of Interstate 39/90, south of the northern Chicago & Northwestern Railroad right-of-way line and north of Siggelkow Road, that has not been voluntarily annexed to the City by January 1, 2020, except any Protected Areas.

EXHIBIT 8 NORTH

COOPERATIVE PLAN: CITY OF MADISON & TOWN OF BLOOMING GROVE

NORTH PHASED ATTACHMENT AREA

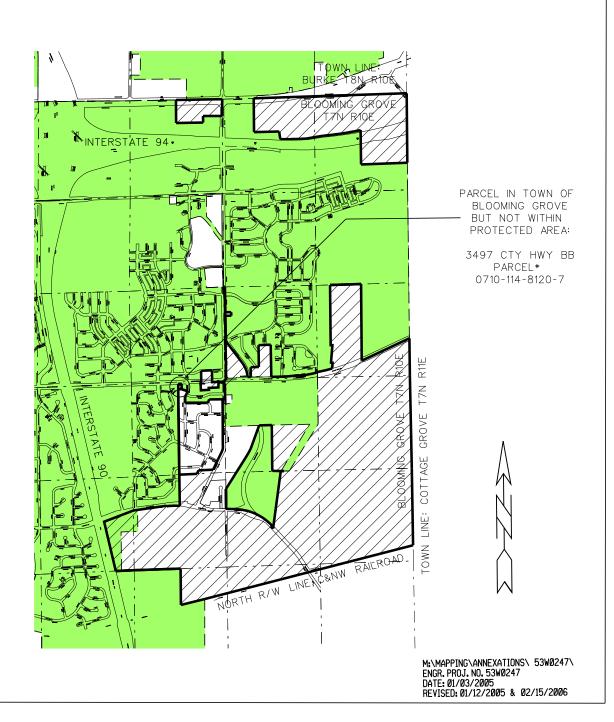
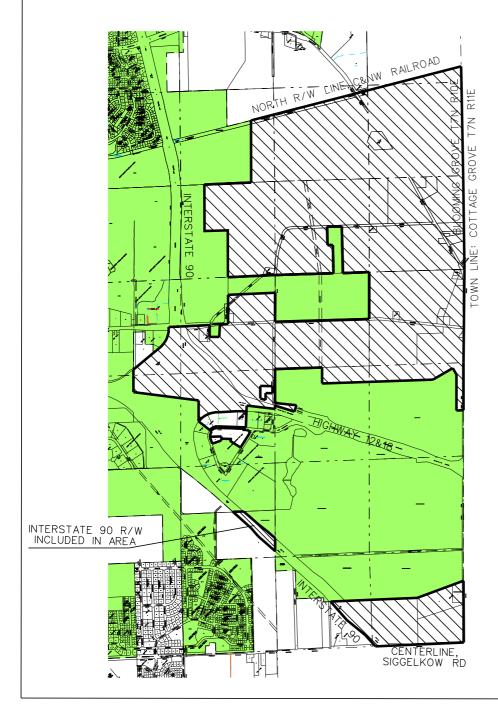


EXHIBIT 8 SOUTH

COOPERATIVE PLAN: CITY OF MADISON & TOWN OF BLOOMING GROVE



SOUTH PHASED ATTACHMENT AREA





M:\MAPPING\ANNEXATIONS\ 53W0247\ ENGR. PROJ. NO. 53W0247 DATE: 01/03/2005 REVISED: 02/14/2006 & 02/15/2006

EXHIBIT 9 DESCRIPTION AND MAP OF TERRITORY NORTH OF WEATHER OAKS

Legal Description of "Territory North of Weather Oak Hills"
Boundary Agreement between the City of Madison and Town of Blooming Grove

Unplatted lands located in the part of the Southeast ¼ of Section 11, part of the Southwest ¼ of Section 12, part of the Northwest ¼ of Section 13 and part of the Northeast ¼ of Section 14, and the following platted lands located in the same:

Lots 1 and 2 of Certified Survey Map No. 1807; also Lots 1, 2 and 3, and part of Lot 4, Certified Survey Map No. 8525; also part of Lot 1, Certified Survey Map No. 11282;

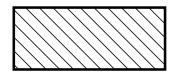
more particularly described as follows:

Beginning at the most northerly corner of Lot 1, CSM 11282, also being a point on the Easterly right-of-way line of South Sprecher Road; thence N 69°17'18" W, along the Westerly prolongation of the most Northerly line of said Lot 1, also being the Easterly right-of-way line of South Sprecher Road, 7.03; thence Northeasterly along the Easterly right-of-way line of South Sprecher Road, as currently located (April 2006), 127 feet, more or less, to a point on the South line of CSM 8525; thence N 87°13'30" E, along said Easterly right-of-way line, 7.99 feet to the Southwest corner of Lot 4, CSM 8525; thence N 26°03'20" E, along said Easterly right-of-way line of South Sprecher Road and Westerly line of Lots 4, 3, 2 and 1, CSM 8525, 618.16 feet to a point of curve; thence Northeasterly 66.44 feet along the arc of a 613.70 feet radius curve to the left with a long chord bearing N 22°57'15" E, 66.41 feet; thence S 72°04'30" E, along said Easterly right-of-way line of South Sprecher Road and Northerly line of Lot 1, CSM 8525, 19.32 feet; thence N 00°28'24" W, along the East line of South Sprecher Road to the point of intersection with the South line of CSM 1807; thence S 85°18'34" E, along the South line of said CSM 1807, 47.19 feet to the Southwest corner of Lot 2, CSM 1807; thence N 00°26'34" W, along the Easterly right-of-way line of South Sprecher Road and Westerly line of Lots 2 and 1, CSM 1807, 325.46 feet to the Northwest corner of Lot 1, CSM 1807; thence S 88°19'36" W, along the North line of said CSM 1807, 47.0 feet to the Northwest corner thereof; thence N 00°26'34" W, to the North line of the Southwest ¼ of the Southwest ¼ of Section 11, also being a point on the existing City of Madison; thence N88°33'59"E, along the North line of the Southwest 1/4 of the Southwest 1/4 of Section 11, 965 feet, more or less to the northwest corner of Certified Survey Map No. 11086; thence S 20°11'11" W, 706.83 feet along the westerly line of said CSM 11086; thence S 27°46'29" W, 155.88 feet along the westerly line of said CSM 11086; thence S 31°13'42" W, 149.68 feet along the westerly line of said CSM 11086; thence S 32°07'26" W, 1041.86 feet along the westerly line of said CSM 11086, to the point of intersection with the East line of the Weather Oak Hills plat; thence N 00°49'24" W (previously recorded as N01°27'21"E), 264 feet, more or less, along the East line of said Weather Oak Hills plat, to the Northeast corner thereof; thence S 89°11'00" W, along the North line of the Weather Oak Hills plat, 427.97 feet to the Northwest corner of Lot 1, Weather Oak Hills, also being a point on the West line of Lot 1, CSM 11282; thence N 25°37'47" E (previously recorded as N28°17'E by Weather Oak Hills), along the Westerly line of said Lot 1, also being the Easterly right-of-way line of South Sprecher Road, 110.0 feet to the **Point of Beginning.**

Containing 25.9 acres, more or less.

EXHIBIT 9

COOPERATIVE PLAN CITY OF MADISON & TOWN OF BLOOMING GROVE



TERRITORY NORTH OF WEATHER OAK HILLS

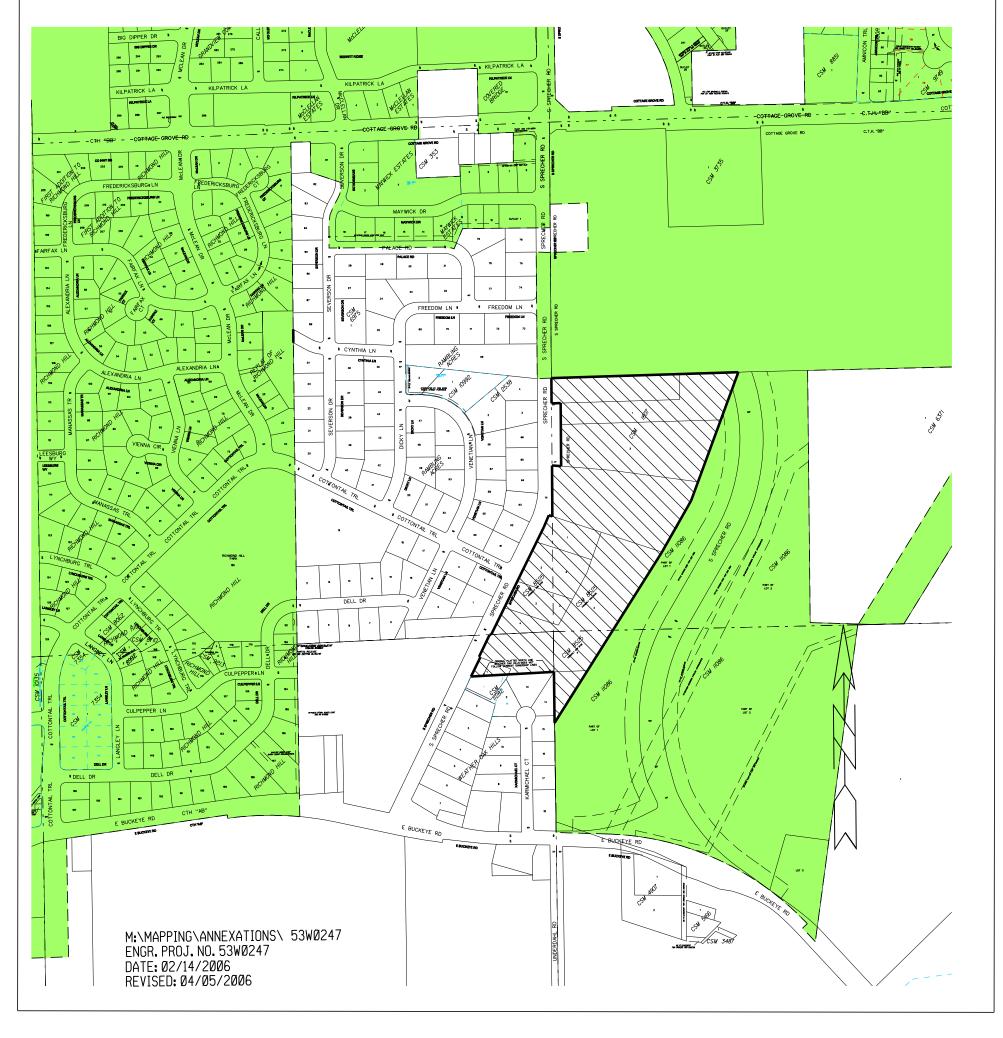


EXHIBIT 10

JOINT ZONING PROCEDURE FOR THE COOPERATIVE DEVELOPMENT PROPERTY

- 1. At the request of the Town, the City, or the owner(s) of the Cooperative Development Property, the City and the Town shall establish a joint committee comprised of three Town members and three City members to establish zoning and related regulations (collectively referred to as "zoning") over the Cooperative Development Property for development of the Cooperative Development Property while it is in the Town (the "Joint Committee"). The City members shall be residents of the City and shall be appointed by the Mayor. The Town members shall be residents of the Town and shall be appointed by the Town Chair.
- 2. The Joint Committee shall formulate the zoning for the Cooperative Development Property and shall hold a public hearing thereon. The Joint Committee shall consult with owner(s) of the Cooperative Development Property about the zoning. Notice of the public hearing shall be given by publication in a newspaper having general circulation in the area to be zoned as a class 2 notice under Wis. Stat. Ch. 985. At the public hearing, an opportunity to be heard shall be afforded to the public, representatives of the Town Board, representatives of the City Council, and the owner(s) of the Cooperative Development Property. After the hearing, the Joint Committee shall vote on the zoning
- 3. The governing bodies of the City and the Town shall not jointly adopt the zoning of the Joint Committee unless the zoning receives a favorable vote of the majority of the members of the Joint Committee.
- 4. If the zoning is acceptable to the City and the Town, it shall be implemented by the adoption of an ordinance by the governing bodies of the City and the Town. The governing bodies of the City and the Town may jointly hold a public hearing, with notice as provided in No. 2 of this Exhibit 10, prior to acting on the zoning.
- 5. In case of a protest against the zoning duly signed and acknowledged by the owners of 20% or more of either of the Cooperative Development Property, or the owners of 20% or more of the area of land immediately adjacent extending 100 feet therefrom, or by the owners of 20% or more of the land directly opposite thereto extending 100 feet from the street frontage of such opposite land, the zoning shall not become effective except by the favorable vote of 3/4 of the members of the City Council and 3/4 of the members of the Town Board voting on the zoning.
- 6. The zoning shall be consistent with the public interest and the Town's Comprehensive Plan and the City's Comprehensive Plan in effect at the time the zoning is established. At the present time, those plans would allow development of the Cooperative Development Property for residential single-family and multifamily use, including senior elderly housing, and some limited amount of mixed uses including neighborhood

- commercial uses, and associated improvements, including roads, utilities, parkland, multipurpose trails, wetlands, or other open spaces, ponds, and other governmental uses.
- 7. If the Parties will be rezoning areas of the Cooperative Development Property zoned for exclusive agriculture use, such rezoning shall be upon findings that are based upon consideration of the following:
 - (a) Adequate public facilities to accommodate development either exist or will be provided within a reasonable time.
 - (b) Provision of public facilities to accommodate development will not place an unreasonable burden on the ability of affected local units of government to provide them.
 - (c) The land proposed for rezoning is suitable for development and development will not result in undue water or air pollution, cause unreasonable soil erosion or have an unreasonably adverse effect on rare or irreplaceable natural areas.
- 8. Any zoning of areas of the Cooperative Development Property that are subject to existing shoreland, wetland or floodplain zoning shall comply with and be at least as restrictive as the standards contained in the existing shoreland, wetland, and flood plain zoning.
- 9. The City shall administer and enforce the zoning.
- 10. The City shall have the authority to issue building permits for the Cooperative Development Property, unless the City agrees to delegate such authority to the Town.

EXHIBIT 11 AFFIDAVITS OF MAILING

AFFIDAVIT OF MAILING

STATE OF WISCONSIN

COUNTY OF DANE

Audrey Rue, being first duly sworn, states as follows:

- 1. I am the Clerk/Treasurer/Administrator for the Town of Blooming Grove, Dane County, Wisconsin.
- 2. On February 4, 2005, I mailed the attached notice entitled "Notice of Adoption of Resolution by the Town Board of the Town of Blooming Grove, Dane County Wisconsin, Authorizing Participation in the Preparation of a Cooperative Plan with the City of Madison Under Wis. Stat. §66.0307" by regular mail to the addressees specified on the list attached to the notice as Attachment I.

	Judies (ne
Subscribed and sworn to before me this day of,	Audrey Rue
Mithal libly	
Notary Public, State of Wisconsin	
My Commission: 9-2-2007	

NOTICE OF ADOPTION OF RESOLUTION BY THE TOWN BOARD OF THE TOWN OF BLOOMING GROVE, DANE COUNTY, WISCONSIN, AUTHORIZING PARTICIPATION IN THE PREPARATION OF A COOPERATIVE PLAN WITH THE CITY OF MADISON UNDER WIS. STAT. § 66.0307

TO ALL ADDRESSEES ON ATTACHMENT 1:

PLEASE TAKE NOTICE that, pursuant to Wis. Stat. § 66.0307(4)(a), the Town Board of the Town of Blooming Grove adopted the attached resolution at its meeting on February 1, 2005. The attached resolution authorizes the Town and directs all necessary staff to participate in the preparation of a cooperative plan with the City of Madison under Wis. Stat. § 66.0307. The resolution also directs the Town Clerk to provide notice of the resolution as required under Wis. Stat. § 66.0307(4)(a) and to work with the Town Attorney and the City of Madison Attorney to schedule and notice a joint public hearing on the proposed plan under Wis. Stat. § 66.0307(4)(b).

Sincerely,

Audrey Rue

Town Clerk/Treasurer/Administrator

Attachments: Attachment 1

Resolution

RESOLUTION 2005—C

RESOLUTION AUTHORIZING THE TOWN OF BLOOMING GROVE **TO PARTICIPATE** IN THE PREPARATION OF A COOPERATIVE PLAN WITH THE CITY OF MADISON UNDER WIS. STAT. § 66.0307

WHEREAS, the Town of Blooming Grove intends to participate in the preparation of a cooperative plan with the City of Madison under Wis. Stat. § 66.0307.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Blooming Grove authorizes the Town and directs all necessary staff to participate in the preparation of a cooperative plan under Wis. Stat. § 66.0307.

BE IT FURTHER RESOLVED that the Town Clerk shall provide notice of this resolution as required under Wis. Stat. § 66.0307(4)(a), and shall work with the Town Attorney and City of Madison Attorney to schedule and notice a joint public hearing on the proposed plan under sub. (4)(b) thereof.

Adopted this 157 day of February

TOWN OF BLOOMING GROVE

Tom Anderson, Town Chairperson

ATTEST:

Audrey Rue, Town Clerk/Treasurer/Administrator

Attachment 1

Department of Transportation, District 1 Attn: John Vesperman 2101 Wright Street Madison, WI 53704-2583

Wisconsin Department of Natural Resources Watershed Management Bureau Attn: Thomas Gilbert P.O. Box 7921 Madison, WI 53707-7921

Department of Agriculture, Trade and Consumer Protection Attn: Mr. Keith Foye, Chief P.O. Box 8911 Madison, WI 53708-8911

Department of Administration Municipal Boundary Review Attn: George Hall P.O. Box 1645 Madison, WI 53701-1645

Dane County Zoning and Land Regulation Committee c/o Peter Conrad, Zoning Administrator Room 116, City-County Building 210 Martin Luther King, Jr. Blvd. Madison, WI 53703

SCHOOL DISTRICTS

Belleville School District Attn: Randy Freese, Administator 625 West Church Street Belleville, WI 53508 (608) 424-3315

Deerfield Community School District Attn: Ruthann Faber, Superintendent 300 Simonson Blvd. Deerfield, WI 53531 (608) 764-5431 DeForest Area School District Attn: Dr. John Bales, Administrator 520 East Holum Street DeForest, WI 53532 (608) 842-6500

Madison Metropolitan School District Attn: Art Rainwater, Superintendent 545 W. Dayton Street Madison, WI 53703-1967

Marshall School District Attn: Dean Gorrell, Administrator P.O. Box 76 Marshall, WI 53559 655-3466

McFarland School District Attn: Kenneth V. Brittingham, Administrator 5101 Farwell Street McFarland, WI 53558 838-3169

Middleton-Cross Plains School District Attn: William Reis, Superintendant 7106 South Avenue Middleton, WI 53562 (608) 828-1600

Monona Grove School District Attn: Gary Schumacher, Superintendent 5301 Monona Drive Monona, WI 53716 (608) 221-7660

Mount Horeb Area School District Attn: Dr. Wayne R. Anderson, Superintendent 1304 E. Lincoln Street Mt. Horeb, WI 53572 437-2400

Oregon School District Attn: Linda K. Barrows, Superintendent 200 North Main Street Oregon, WI 53575 835-3161 Stoughton Area School District Attn: Myron Palomba, Superintendent 320 North Street Stoughton, WI 53589 877-5000

Sun Prairie Area School District Attn: Tim R. Culver, Superintendent 501 South Bird Street Sun Prairie, WI 53590 834-6500

Verona Area School District Attn: William Conzemius, Superintendent 700 North Main Street Verona, WI 53593 845-4310

Waunakee Community School District Attn: Chuck Pursell, Superintendent 101 School Drive Waunakee, WI 53597 849-2000

Madison Area Technical College Attn: Bettsey Barhorst, Ph.D., President 3550 Anderson Street Madison, WI 53704 246-6100

CITY CLERKS

City of Fitchburg Attn: Karen A. Peters, Clerk 5520 Lacy Road Fitchburg, WI 53711

City of Madison Attn: Ray Fisher, Clerk Room 103, City-County Building 210 Martin Luther King, Jr. Blvd. Madison, WI 53703 Dane County Clerk Attn: Robert Ohlsen Room 112, City-County Building 210 Martin Luther King, Jr. Blvd. Madison, WI 53703

City of Middleton Attn: Timothy R. Studer, Clerk 7426 Hubbard Avenue Middleton, WI 53562

City of Monona Attn: Karen Eley, Acting Clerk 5211 Schluter Road Monona, WI 53716-2598

City of Stoughton Attn: Luann J. Alme, Clerk 381 E. Main St. Stoughton WI 53589

City of Sun Prairie Attn: Diane Hermann-Brown, Clerk 300 E. Main Street Sun Prairie, WI 53590

City of Verona Attn: JoAnn M. Wainwright, Clerk P.O. Box 930188 Verona, WI 53593-0188

VILLAGE CLERKS

Village of Cottage Grove Attn: Kim Manley, Clerk 221 E. Cottage Grove Road Cottage Grove, WI 53527

Village of Cross Plains Attn: Janet Klock, Clerk 2417 Brewery Road Cross Plains, WI 53528 Village of Dane Attn: Brenda Ayers, Clerk/Treasurer 102 W. Main Box 168 Dane WI 53529

Village of DeForest Amy Zellinski, Acting Clerk 306 DeForest Street DeForest, WI 53532

Village of Deerfield Attn: Cindi Gotthart, Administrator/Clerk/Treasurer 4 N. Main St. PO Box 66 Deerfield WI 53531

Village of Maple Bluff Attn: Sandra Wilke, Clerk 18 Oxford Place Madison, WI 53704

Village of Marshall Attn: Sue Peck, Clerk/Treasurer 130 S. Pardee Street P.O. Box 45 Marshall, WI 53559

Village of McFarland Attn: Deb Neal, Clerk P.O. Box 110 McFarland, WI 53558-0110

Village of McFarland Attn: Don Peterson, Administrator P.O. Box 110 MdFarland WI 53558-0110

Village of Mount Horeb Attn: Cheryl J. Sutter, Clerk 138 E. Main Street Mt. Horeb, WI 53572 Village of Oregon Attn: Georgia Johnson 117 Spring St. Oregon WI 53575

Village of Shorewood Hills Attn: Jennifer W. Anderson, Clerk 810 Shorewood Blvd. Madison, WI 53705

Village of Waunakee Attn: Julee Helt, Clerk 500 W. Main Street Waunakee, WI 53597

TOWN CLERKS

Town of Berry Attn: Brenda Kahl, Clerk/Treasurer 9046 State Road 19 Mazomanie, WI 53560

Town of Blooming Grove Attn: Audrey Rue, Administrator/Clerk/Treasurer 1880 S. Stoughton Road Madison, WI 53716

Town of Burke Attn: Jane Hoepker, Clerk/Treasurer 5365 Reiner Rd Madison WI 53718

Town of Bristol Attn: Sandra Klister, Clerk 6479 Cth N Sun Prairie, WI 53590

Town of Cottage Grove Attn: Kim Banigan, Clerk 4058 CTH N Cottage Grove, WI 53527

Town of Cross Plains Attn: Ann E. Walden, Clerk 4204 CTH P Cross Plains, WI 53528 Town of Dunn Attn: Rosalind I. Gausman 4156 CTH B McFarland, WI 53558

Town of Madison Attn: Donna L. Meier, Clerk 2120 Fish Hatchery Road Madison, WI 53713

Town of Middleton Attn: Jim Mueller, Administrator/Clerk 7820 Caribou Court Verona, WI 53593

Town of Montrose Attn: Gary Fritz, Clerk 642 Fritz Road Belleville, WI 53508

Town of Pleasant Springs Attn: Donna Vogel, Clerk/Treasurer 2354 CTH N Stoughton, WI 53589

Town of Primrose Attn: Winnie Losenegger, Clerk 8762 CTH G Mt. Horeb WI 53572

Town of Springdale Attn: Vicki Anderson, Clerk 2379 Town Hall Road Mt. Horeb, WI 53572

Town of Springfield Attn: Sherri Endres, Clerk 6157 CTH P Dane, WI 53529

Town of Sun Prairie Attn: Claudia Quick, Clerk 5556 Twin Lane Road Marshall, WI 53559 Town of Verona Attn: Rose M. Johnson, Clerk 335 N. Nine Mound Road Madison, WI 53717

Town of Vienna Attn: Robert Pulvermacher, Clerk 7161 CTH I DeForest, WI 53532

Town of Westport Attn: Thomas G. Wilson, Clerk 5387 Mary Lake Road Waunakee, WI 53597

Town of Windsor Attn: Cheryl L. Theis, Clerk 4084 Mueller Road DeForest, WI 53532

Town of Dane Attn: Jeri Lawrenz, Clerk 7202 Black Hill Rd Lodi WI 53555

Town of Oregon Attn: Ruth Klahn, Clerk 1138 Union Rd Oregon WI 53575-2742

Town of Rutland Attn: Dawn George, Clerk 4177 Old Stage Rd Brooklyn WI 53521-9473

Town of Dunkirk Attn: Donald Heiliger, Clerk 2433 Leslie Rd Stoughton WI 53589

Town Medina Attn: Jean Johnson, Clerk 50 E. Waterloo Rd Waterloo, WI 53594 Town of Deerfield Attn: Betty Duckert, Clerk 3611 CTH O Cambridge WI 53523

Town of Christiana Attn: Nancy Brattlie, Clerk 974 CTH B Cambridge WI 53523

Town of Albion Attn: Julie Hanewall, Clerk/Treasurer 624 Albion Rd Edgerton WI 53534

Town of York Attn: Marilyn Weiland, Clerk 185 Hoene Rd Columbus, WI 53925-9104

SEWERAGE/SANITATION DISTRICTS

Town of Blooming Grove Sanitary District #10 Attn: Audrey Rue, Clerk 1880 South Stoughton Road Madison, WI 53716

Town of Burke/Token Creek Sanitary District Attn: Amy Volkman 5365 Reiner Road Madison, WI 53718

Town of Dunn Sanitary District #1
Attn: Daniel C. Paltz
3022 Waubesa Avenue
Madison, WI 53711

Town of Dunn Sanitary District #3
Attn: Terry Waller
P.O. Box 104
McFarland, WI 53558

Town of Dunn Sanitary District #4 Attn: John Ong 4725 Nora Lane Madison, WI 53711 Town of Dunn-Kegonsa Sanitary District Attn: Robert Overbaugh P.O. Box 486 Stoughton, WI 53589

Town of Madison/Oak Ridge Sanitary District Attn: Donna Meier 2120 Fish Hatchery Road Madison, WI 53713

Madison Metropolitan Sewerage District Attn: Gary Sachs 1610 Moorland Road Madison, WI 53713 222-1207, Ext. 265

Morrisonville Sewerage District #1 Attn: Kitty Repas P.O. Box 97 Morrisonville, WI 53571

Town of Middleton Sanitary District #5 Attn: Jim Mueller 7555 Old Sauk Road Verona, WI 53593

Pleasant Springs Sanitary District #1 Attn: Lance Quale 2083 Williams Drive Stoughton, WI 53589

Town of Vienna Sanitary District #1
Attn: Robert Pulvermacher
7161 CTH I
DeForest, WI 53532

Waunona Sanitary District #2 Attn: Terri Winans 3325 Thurber Avenue Madison, WI 53714 Town of Windsor Sanitary District #1 Attn: Jeff Bartosiak P.O. Box 473 Windsor, WI 53598

Town of Windsor Sanitary District #3 Attn: Vernon A. Roske 4542 STH 19 DeForest, WI 53532

Town of Windsor-Oak Springs Sewerage District Attn: Peter Byfield 4534 South Hill Court DeForest, WI 53532

Windsor-Hidden Springs Sewerage District Attn: Ray Schields P.O. Box 231 DeForest, WI 53532-0231

Lake Windsor Sanitary District P.O. Box 411 Windsor, WI 53598

AFFIDAVIT OF MAILING

STATE OF WISCONSIN)	
) s	
COUNTY OF DANE)	

Susan K. Mautz, being first duly sworn on oath, deposes and says that:

She is the secretary in the Office of the City Attorney, City of Madison, Dane County, Wisconsin, and did on the 24th day of February, 2005 at approximately 3:00 p.m. in the afternoon, place in envelopes addressed to:

All Addresses listed on Attachment 1
a true and correct copy of a Notice dated February 24, 2005 and Resolution No. RES-05-00087, I.D.
No. 00245 which are attached hereto.

- 2. She did seal said envelopes addressed as aforesaid and caused said envelopes to have affixed thereto sufficient and adequate postage.
- 3. On or about said time she personally deposited the said envelopes in a United States

 Post Office mail receptacle at 210 Martin Luther King, Jr. Blvd., in the City of Madison, Dane

 County, Wisconsin.

Susan K. Man Z

Subscribed and sworn to before me this 22nd day of February, 2006

Notary Public, State of Wisconsi My Commission expires



Department of Revenue Office of the City Clerk

City-County Building, Room 103 210 Martin Luther King, Jr. Boulevard Madison, Wisconsin 53703-3342

> PH: 608 266 4601 TDD: 608 266 6573 FAX: 608 266 4666

NOTICE OF ADOPTION OF RESOLUTION BY THE COMMON COUNCIL OF THE CITY OF MADISON, DANE COUNTY, WISCONSIN, AUTHORIZING PARTICIPATION IN THE PREPARATION OF A COOPERATIVE PLAN WITH THE TOWN OF BLOOMING GROVE UNDER WIS. STAT. § 66.0307

February 24, 2005

TO ALL ADDRESSEES ON ATTACHMENT 1:

PLEASE TAKE NOTICE, pursuant to § 66 0307(4)(a), Wis Stats, that the City of Madison Common Council reconsidered and re-adopted Resolution No. RES-05-00087, ID No 00245, at its regular meeting on February 22, 2005. Attached hereto for your reference is a certified copy of said Resolution authorizing the Mayor and City Clerk to execute an intergovernmental agreement between the Town of Blooming Grove and City of Madison regarding boundary changes and other urban growth and delivery of municipal service issues, pursuant to an approved cooperative plan under Sec. 66 0307, Wis. Stats, and authorizing participation of the City of Madison in the preparation of the cooperative plan for public hearing and submittal to the Wisconsin Department of Administration for approval. Note that Exhibit 1, the intergovernmental agreement is not attached. For a copy of the signed agreement, please contact the Office of the City Attorney or go to the City website: http://www.cityofmadison.com

No action on your part is required at this time. Should the City and Town prepare a Cooperative Plan which includes a boundary adjustment, you will have an opportunity to submit comments at a joint public hearing (on or after June 22, 2005) and/or provide written comments concerning the Plan. If you have any questions about the resolution, the intergovernmental agreement or the Plan approval process, please contact either Jim Voss or Kitty Noonan at the Office of the City Attorney-(608) 266-4511. State departments with any questions about their review role may also contact George Hall at (608) 266-0683.

Sincerely,

Ray Fisher City Clerk

RF:jmv

Enclosures Attachment 1

Resolution ID No. 00245



City of Madison Certified Copy

City of Madison Madison, WI 53703 www.cityofmadison.com

Resolution: RES-05-00087

File Number: 00245 Enactment Number: RES-05-00087

Authorizing the Mayor and City Clerk to execute an Intergovernmental Agreement Between Town of Blooming Grove and City of Madison regarding boundary changes and other urban growth and delivery of municipal services issues, pursuant to an approved cooperative plan under Sec. 66 0307, Wis. Stats.; authorizing participation in the preparation of the cooperative plan for public hearing and submittal to the Wisconsin Department of Administration for approval

WHEREAS, the Town of Blooming Grove and the City of Madison have negotiated an intergovernmental agreement, which is attached hereto as Exhibit 1, regarding boundary changes and other urban growth and delivery of municipal service issues, pursuant to an approved cooperative plan under Sec. 66 0307, Wis. Stats which is to be submitted to the Wisconsin Department of Administration for approval;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Clerk be and are hereby authorized to execute an Intergovernmental Agreement Between the Town of Blooming Grove and City of Madison containing the terms and conditions of Exhibit 1, as well as any other documents related thereto or required thereby, and in a form approved by the City Attorney.

BE IT FURTHER RESOLVED that the Common Council of the City of Madison hereby authorizes and directs all necessary staff to participate in the preparation of a cooperative plan which contains all of the applicable provisions set forth in the said Intergovernmental Agreement, and any further provisions deemed necessary by Town and City Attorneys, under Sec. 66 0307, Wis. Stats.

BE IT STILL FURTHER RESOLVED that the City Clerk shall provide notice of this resolution as required under Sec 66 0307(4)(a), Wis Stats, and shall work with the City Attorney, Town Clerk and Town Attorney to schedule and notice a joint public hearing on the proposed plan under sub (4)(b), thereof

I, Ray Fisher, certify that this is a true copy of Resolution No. 00245, passed by the COMMON COUNCIL on 2/22/2005.

2.24-2005

Date Certified

GOVERNMENTAL AGENCIES

Department of Transportation, District 1 Attn: John Vesperman 2101 Wright Street Madison, WI 53704-2583

Wisconsin Department of Natural Resources Watershed Management Bureau Attn: Thomas Gilbert P.O. Box 7921 Madison, WI 53707-7921

Department of Agriculture, Trade and Consumer Protection Attn: Mr. Keith Foye, Chief P.O. Box 8911 Madison, WI 53708-8911

Department of Administration Municipal Boundary Review Attn: George Hall P.O. Box 1645 Madison, WI 53701-1645

Dane County Zoning and Land Regulation Committee c/o Peter Conrad, Zoning Administrator Room 116, City-County Building 210 Martin Luther King, Jr. Blvd. Madison, WI 53703

SCHOOL DISTRICTS

Belleville School District Attn: Randy Freese, Administrator 625 West Church Street Belleville, WI 53508 (608) 424-3315

Deerfield Community School District Attn: Ruthann Faber, Superintendent 300 Simonson Blvd Deerfield, WI 53531

ATTACHMENT 1

Sample of the North

Targetting

and Markett fields

26**8**0 (580 + 580 + 580 + 5

SAME AND THE COLD

Company of the Compan

The state of the s

DEATH WAS BUS

n, and was in the contract that the

www.doine.comento.text Tomorrom.com

Charles the day of the contract of

parketinger i naktignasing ni ma

Elianoph Cut Adag

Suggraduation Control Service For second to the Control Co

DeForest Area School District Attn: Dr. John Bales, Administrator 520 East Holum Street DeForest, WI 53532

Madison Metropolitan School District Attn: Art Rainwater, Superintendent 545 W. Dayton Street Madison, WI 53703-1967

Marshall School District Attn: Dean Gorrell, Administrator P.O. Box 76 Marshall, WI 53559 655-3466

McFarland School District
Attn: Kenneth V Brittingham, Administrator
5101 Farwell Street
McFarland, WI 53558
838-3169

REPORTED TO BEHAVIOR

grande grand graduler out the day of the control of the day

or case offered the Proof States (1996)

CONTROL OF CHARLEST AND ALL AND A STREET

Exercises Control of the Control of

Lightle March

all grade in the design decided to the control of t

Middleton-Cross Plains School District Attn: William Reis, Superintendant 7106 South Avenue Middleton, WI 53562 (608) 828-1600

Monona Grove School District Attn: Gary Schumacher, Superintendent 5301 Monona Drive Monona, WI 53716 (608) 221-7660

Mount Horeb Area School District Attn: Dr. Wayne R. Anderson, Superintendent 1304 E. Lincoln Street Mt. Horeb, WI 53572 437-2400

ATTACHMENT 1

。""身好老女也是**我**我

Oregon School District Attn: Linda K Barrows, Superintendent 200 North Main Street Oregon, WI 53575 835-3161

Stoughton Area School District Attn: Myron Palomba, Superintendent 320 North Street Stoughton, WI 53589 877-5000

Sun Prairie Area School District Attn: Tim R. Culver, Superintendent 501 South Bird Street Sun Prairie, WI 53590 834-6500

Verona Area School District Attn: William Conzemius, Superintendent 700 North Main Street Verona, WI 53593 845-4310

Waunakee Community School District Attn: Chuck Pursell, Superintendent 101 School Drive Waunakee, WI 53597 849-2000

Madison Area Technical College Attn: Bettsey Barhorst, Ph.D., President 3550 Anderson Street Madison, WI 53704 246-6100

CITY CLERKS

City of Fitchburg Attn: Karen A Peters, Clerk 5520 Lacy Road Fitchburg, WI 53711

ATTACHMENT 1

City of Madison Attn: Ray Fisher, Clerk Room 103, City-County Building 210 Martin Luther King, Jr. Blvd. Madison, WI 53703

Dane County Clerk
Attn: Bob Ohlson
Room 112, City-County Building
210 Martin Luther King, Ir. Blvd.
Madison, WI 53703

City of Middleton Attn: Timothy R. Studer, Clerk 7426 Hubbard Avenue Middleton, WI 53562

City of Monona Attn: Karen Eley, Acting Clerk 5211 Schluter Road Monona, WI 53716-2598

City of Stoughton Attn: Luann J. Alme, Clerk 381 E. Main Street Stoughton, WI 53589

City of Sun Prairie
Attn: Diane Hermann-Brown, Clerk
300 E Main Street
Sun Prairie, WI 53590

City of Verona Attn: JoAnn M. Wainwright, Clerk 111 Lincoln Street Verona, WI 53593-0188 蜡 的智能 网络马斯氏菌属 经营产品

VILLAGE CLERKS

Village of Cottage Grove Attn: Kim Manley, Clerk 221 E. Cottage Grove Road Cottage Grove, WI 53527

Village of Cross Plains Attn: Janet Klock, Clerk 2417 Brewery Road Cross Plains, WI 53528

Village of Dane Attn: Brenda M. Ayers 102 W. Main P.O. Box 168 Dane, WI 53529

Village of Deerfield Attn: Cindi Gotthart P.O. Box 66 Deerfield, WI 53531

Village of DeForest Amy Zelinski, Acting Clerk P.O. Box 510 DeForest, WI 53532

Village of Maple Bluff Attn: Sandra Wilke, Clerk 18 Oxford Place Madison, WI 53704

Village of Marshall Attn: Sue Peck, Clerk/Treasurer P.O. Box 45 Marshall, WI 53559 Park to a reserve of the sale trains

all deal and the

12.22 1 1 2 Page

and the state of the same

ari espar K. I.A. Stella

i i e difficio de Boras de Caractera. La secono de Caractera de Caract

The professional and the second contract of

1. 1800年 1900年 190

Village of McFarland

Attn: Don Peterson, Administrator/Treasurer

Deb Neal, Clerk

P.O. Box 110

McFarland, WI 53558-0110

Village of Mount Horeb

Attn: Cheryl J. Sutter, Clerk

138 E Main Street

Mt. Horeb, WI 53572

Village of Oregon

Attn: Georgia Johnson, Clerk

117 Spring Street

Oregon, WI 53575

Village of Shorewood Hills

Attn: Jennifer W. Anderson, Clerk

810 Shorewood Blvd.

Madison, WI 53705

Village of Waunakee

Attn: Julee Helt, Clerk

P.O. Box 100

Waunakee, WI 53597

TOWN CLERKS

Town of Albion

Attn: Julie Hanewall, Clerk

624 Albion Road

Edgerton, WI 53534

Town of Berry

Attn: Brenda Kahl, Clerk/Treasurer

9046 State Road 19

Mazomanie, WI 53560

Town of Blooming Grove Attn: Audrey Rue, Administrator/Clerk/Treasurer 1880 S. Stoughton Road Madison, WI 53716

Town of Bristol Attn: Sandra Klister, Clerk 6479 Cth N Sun Prairie, WI 53590

Town of Burke Attn: Jane Hoepker, Clerk 5365 Reiner Road Madison, WI 53718

Town of Christiana Attn: Nancy Brattlie, Clerk 773 Koshkonong Road Cambridge, WI 53523

Town of Cottage Grove Attn: Kim Banigan, Clerk 4058 CTH N Cottage Grove, WI 53527

Town of Cross Plains Attn: Ann E Walden, Clerk 8697 W Mineral Point Road Cross Plains, WI 53528

Town of Dane Attn: Jeri Lawrenz, Clerk 210 W Main Street Dane, WI 53529

Town of Deerfield Attn: Betty Duckert 3611 CTH O Cambridge, WI 53523

ATTACHMENT 1

Carlotti Shirik C

المرقيع والهروس أوالما أرجعو وأحظه

Apple Committee Control

But But the state of the

Principal Congress of Congress of Mariana

ng kabupatèn Ngapan

达纳 化特效二甲酚磺基酚酚 首

医氯化基锡 化铁铁 剩代的

BANKET KING

Town of Dunkirk Attn: Donald L. Heiliger, Clerk 654 CTH N Stoughton, WI 53589

Town of Dunn Attn: Rosalind I. Gausman 4156 CTH B McFarland, WI 53558

Town of Madison Attn: Donna L. Meier, Clerk 2120 Fish Hatchery Road Madison, WI 53713

Town of Medina Attn: Jean Johnson, Clerk 50 E. Waterloo Road Waterloo, WI 53594

Town of Middleton Attn: Jim Mueller, Administrator/Clerk 755 W. Old Sauk Road Verona, WI 53593

Town of Montrose Attn: Gary Fritz, Clerk 1341 Diane Avenue Belleville, WI 53508

Town of Oregon Attn: Ruth Klahn, Clerk 1138 Union Road Oregon, WI 53575 Town of Pleasant Springs Attn: Donna Vogel, Clerk 2354 CTH N Stoughton, WI 53589

Town of Primrose Attn: Winnie Losenegger 8468 CTH A Verona, WI 53593

Town of Rutland Attn: Dawn George, Clerk 4177 Old Stage Road Brooklyn, WI 53521

Town of Springdale Attn: Vicki Anderson, Clerk 2379 Town Hall Road Mt. Horeb, WI 53572

Town of Springfield Attn: Sherri Endres, Clerk 6157 CTH P Dane, WI 53529

Town of Sun Prairie Attn: Claudia Quick, Clerk 5556 Twin Lane Road Marshall, WI 53559

Town of Verona Attn: Rose M. Johnson, Clerk 335 N. Nine Mound Road Verona, WI 53593-1035

Town of Vienna Attn: Robert Pulvermacher, Clerk 7161 CTH I DeForest, WI 53532

ATTACHMENT 1

e 🛊 gerring in bereket.

Town of Westport Attn: Thomas G. Wilson,, Clerk 5387 Mary Lake Road Waunakee, WI 53597

Town of Windsor Attn: Cheryl L. Theis, Clerk 4084 Mueller Road DeForest, WI 53532

Town of York Attn: Marilyn Weiland, Clerk 185 Hoene Road Columbus, WI 53925-9104

SEWERAGE/SANITATION DISTRICTS

Town of Blooming Grove Sanitary District #10 Attn: Audrey Rue, Clerk 1880 South Stoughton Road Madison, WI 53716

Town of Burke/Token Creek Sanitary District Attn: Amy Volkman 5365 Reiner Road Madison, WI 53718

Town of Dunn Sanitary District #1
Attn: Daniel C. Paltz
3022 Waubesa Avenue
Madison, WI 53711

Town of Dunn Sanitary District #3 Attn: Terry Waller P.O. Box 104 McFarland, WI 53558

Town of Dunn Sanitary District #4 Attn: John Ong 4725 Nora Lane Madison, WI 53711

ATTACHMENT 1

Town of Dunn-Kegonsa Sanitary District Attn: Robert Overbaugh P.O. Box 486 Stoughton, WI 53589

Town of Madison/Oak Ridge Sanitary District Attn: Donna Meier 2120 Fish Hatchery Road Madison, WI 53713

Madison Metropolitan Sewerage District Attn: Gary Sachs 1610 Moorland Road Madison, WI 53713 222-1207, Ext. 265

Morrisonville Sewerage District #1 Attn: Kitty Repas P.O. Box 97 Morrisonville, WI 53571

Town of Middleton Sanitary District #5 Attn: Iim Mueller 7555 Old Sauk Road Verona, WI 53593

Pleasant Springs Sanitary District #1 Attn: Lance Quale 2083 Williams Drive Stoughton, WI 53589

Town of Vienna Sanitary District #1 Attn: Robert Pulvermacher 7161 CTH I DeForest, WI 53532

Waunona Sanitary District #2 Attn: Terri Winans 3325 Thurber Avenue Madison, WI 53714 onlasiano dipitali esp

Town of Windsor Sanitary District #1 Attn: Jeff Bartosiak P.O. Box 473 Windsor, WI 53598

Town of Windsor Sanitary District #3 Attn: Vernon A. Roske 4542 STH 19 DeForest, WI 53532

Town of Windsor-Oak Springs Sewerage District Attn: Peter Byfield 4534 South Hill Court DeForest, WI 53532

Windsor-Hidden Springs Sewerage District Attn: Ray Schields P.O. Box 231 DeForest, WI 53532-0231

Lake Windsor Sanitary District P.O. Box 411 Windsor, WI 53598

The given by William St. A.

er in it is not in the

祖弟到我们,在各国的精动情间确实。

n the factor of the second of

i principal production markly alice of the co-

Phonic outplant contract the

stand from London at the

Firefred Colombia School 1884

EXHIBIT 12 AFFIDAVITS OF PUBLICATION

Capital Newspapers Proof of Publication Affidavit

Ad #: 499609

SS.

Price: \$143.18

Ad ID: JtPubHrg

Retain this portion for your records. Please do not remit payment until you receive your advertising invoice.

Mail to:

CITY CLERK'S OFFICE DEPUTY CITY CLERK 210 M.L.KING JR.BLV.#103 MADISON, WI 53703-3342

STATE OF WISCONSIN Dane County

NOTICE OF JOINT PUBLIC HEARING REGARDING TOWN OF BLOOMING GROVE AND CITY OF MADISON PROPOSED COOPERATIVE BOUNDARY PLAN

COOPERATIVE BOUNDARY PLAN Notice is hereby given that the City of Madison and Town of Blooming Grove will hold a joint public hearing in the Jown of Blooming Grove Town Hall, 1880 S. Stoughton Road, Madison, Wisconsin, on Wednesday, March 22, 2006, at 7:00 p.m., regarding the proposed Cooperative Plan ("Plan") between the Town of Blooming Grove and the City of Medison. The Plan and related maps and exhibits will be available for inspection before the hearing beginning at 6:00 p.m.

A.M.
At the hearing, all interested persons with the hearing, all interested persons an opportunity to comment on the orallow all interested persons an opportunity of the permitted of the comment of the person will be permitted by the peak only once for not more than five mines. speak only once for not more than five minut Written comments will also be accepted at a hearing. You may also submit comments writing by delivering them to either the Collect or the Town Clerk at the address specified on the comments of the Collect of the Town Clerk at the address specified on the Town Clerk at the April 11, 2006. The Pfein may be viewed at all pranches of the Madison. Public Library and at the following cations during regular business hours. City of Madison.

City of Madison
City Clerk 19
Clork 19

Grove.

If you need an interpreter, materials in alternate If you need an interpreter, materials in alternate formats or other, secommodetions, please contact the City Clerk or Town Clerk Please do so 48 hours prior to the Hearing, so that proper arrangements can be made.

Dated this 21st day of February, 2006.

David Cleslewicz, City of Medison Meyor, Dwight Johnson, Town of Blooming Grove Chairperson.

Chairperson PUB. TCT: March 1, 8 and 15, 2006

(#6499609) WNAXLP

Ellen F. Cox

being duly sworn, doth depose and say that he (she) is an authorized representative of Capital Newspapers, publishers of

The Capital Times,

a newspaper, at Madison, the seat of government of said State, and that an advertisement of which the annexed is a true copy, taken from said paper, was published therein on

> March 1st, 2006 March 8th, 2006 March 15th, 2006

(Signed)

(Title)

Principal Clerk

Subscribed and sworn to before me on

My Commission expires May 24th, 2009

Capital Newspapers Proof of Publication Affidavit

#48

Ad # 499642

Price: \$172.26

Ad ID: JtPubHrg

Retain this portion for your records.

Please do not remit payment until you receive your advertising invoice.

Mail to:

CITY CLERK'S OFFICE DEPUTY CITY CLERK 210 M.L.KING JR.BLV.#103 MADISON, WI 53703-3342

STATE OF WISCONSIN

NOTICE OF JOINT PUBLIC HEARING EGARDING TOWN OF BLOOMING GROVE AND CITY OF MADISON PROPOSED COOPERATIVE BOUNDARY PLAN

Dane County

SS

Ellen F. Cox

being duly sworn, doth depose and say that he (she) is an authorized representative of Capital Newspapers, publishers of

Wisconsin State Journal,

a newspaper, at Madison, the seat of government of said State, and that an advertisement of which the annexed is a true copy, taken from said paper, was published therein on

> March 1st, 2006 March 8th, 2006 March 15th, 2006

(Signed)

(Title)

Principal Clerk

Subscribed and sworn to before me on

3-15-06

Eller M. Morgan

Notary Public, Dane County, Wisconsin

My Commission expires May 24th, 2009

Wisconsin on Wednesday March 22 7006.

70 p.m. regarding the proposed Cooperative Plan (Flan), between the Town of Biooming Grove and the City of Madison. The Plan an related maps and exhibits will be available to inspection before the hearing beginning at 6:00 inspection before the plan in comments and 10 allow all interested persons an opportunity to be heard such before the person will be permitted to speat city once to not more than two minuted to speat city once to not more than two minuted to speat city on may also submit comments an writing by delivering them to either the City Clerk or the Town Clerk at the address specified below for seeing to later than any in 1 2006. The Plan may be Viewed at all branches of the Medison Rublic Library and at the following locations during regular business hours.

City Clerk Web.

Room 103 City County Building 210 Martin Library and business hours.

City Of Medison.

City Clerk Web.

Room 103 City County Building 210 Martin Library and at the following locations (Will Syrus at 1000 Manischall Building 215 Martin Library and at 1000 Manischall Building 215 Martin Library and submit and Development at 1000 Manischall Building 215 Martin Library and submit and the Internet at http://www.cityofmadison.com/

The Plan affects all city the Town of Blooming Grove 1000 Manischall Building 215 Martin Library and submit and the Internet at http://www.cityofmadison.com/
The Plan affects all city the Town of Blooming Grove 2000 Manischall Building 2000

15/06 South ACT

EXHIBIT 13

RECORD OF PUBLIC PARTICIPATION AND COMMENT

Mr. Johnson: At this time I'd like to open up the public hearing for the Cooperative Plan between the City of Madison and the Town of Blooming Grove. And with that, I would like to turn the rest of the public hearing over to the two attorneys, Chris Hughes and Kitty Noonan.

Mr. Hughes: I'm Chris Hughes. I'm one of the attorneys for the town, and to my left is Kitty Noonan, who is with the City Attorney's office. Also with us is Brad Murphy of the city's Planning Department, and also Mike Wolf, the Town Administrator.

Basically, this is just a public hearing to talk about the plan. And before we start taking comments about the plan, I want to give a brief introduction as to exactly where we're at, where we're headed, and how the public hearing kind of fits into that.

Back on February 18th of 2005, the City and Town entered into an intergovernmental boundary agreement plan, and at that point, the foundation for the plan that they were moving forward with, which addresses a number of issues related to planning annexation and provision of services between the Town and the City. The bulk of the plan, like the agreements — the plan addresses the ultimate transition of the Town to the City in 2027.

There were a number of issues raised back in 2005 which have been addressed in the plan to address people's concerns. Those deal with the area north of Fair Oaks. That area is not in a phased annexation area, so people have the freedom to attach to the City when they want to prior to the transition date.

The plan still protects a large portion of the Town's residential and commercial tax base, and the plan also allows for the joint planning of the development of properties north of Milwaukee Street and Weather Oaks.

The process that's going to move forward after tonight's meeting is that we're holding this as a public hearing. Any person may comment on the plan. People may submit written comments, provide oral comments. You can provide written comments to the Town Clerk or the City Clerk within 20 days after the close of the public hearing tonight.

After the hearing, all the comments that are made will be reviewed and taken into account by both the City and the Town.

They'll both act on the plan. If they adopt it, the adopted final plan will go to the Department of Administration for their review and action, and the Department typically takes 90 days to do that. So that's kind of the high-level picture of what's going forward.

There are just a few ground rules for the public hearing tonight just to make sure all the people who want to speak will have an opportunity. The purpose of the meeting is to take

comments. It's not to argue amongst yourselves or argue with others. It's simply to provide comments on the plan that is available for people to review. Everyone will be given an opportunity to be heard. Everyone will be allowed to speak once for a maximum of five minutes. And as I said, you can provide written comments.

There are some forms in back if people want to provide written comments, or they can provide written comments after the hearing as well. Before you have any comments, I'd just ask that you state your name and your address because we're having the hearing transcribed.

So with that I'll open it up to comments. We will give people an opportunity to think about any comments they may have.

Mr. Hughes: Any comments or questions?

Mr. Johnson: Apparently not.

Mr. Hughes: Well, I guess, hearing no comments, if you want to close the hearing, you may.

Mr. Johnson: Yes, at this time I'd like to close the Public
Hearing regarding the Cooperative Plan with the City of Madison.
Thank you. That's it.

EXHIBIT 14 TOWN AND CITY RESOLUTIONS ADOPTING COOPERATIVE PLAN

CERTIFIED RESOLUTION

I, Michael J. Wolf, Clerk/Treasurer/Administrator of the Town of Blooming Grove, Dane County, Wisconsin, certify that the attached is a true and correct copy of the "Resolution Approving Final Version of the Town of Blooming Grove and City of Madison Cooperative Plan under Section 66.0307 of the Wisconsin Statutes and Approving a Memorandum of Understanding" adopted by the Town Board of the Town of Blooming Grove on May 9, 2006 (the "Resolution"). Attachment 1 to the Resolution is not attached hereto, and I certify that Attachment 1 is identical to the Final Plan, to which this Certified Resolution is attached, except that: (1) the name and title of the City Clerk was added to the City's signature page; and (2) the phrase "[to be considered after joint public hearing and public comments period]" was removed from the title page to Exhibit 14.

TOWN OF BLOOMING GROVE

Michael J. Wolf

Clerk/Treasurer/Administrator

Resolution Approving

Final Version of the Town of Blooming Grove and City of Madison Cooperative Plan under Section 66.0307 of the Wisconsin Statutes and Approving a Memorandum of Understanding

RECITALS

- A. On February 18, 2005, the City of Madison and the Town of Blooming Grove adopted resolutions authorizing participation in the preparation of a cooperative plan pursuant to Wis. Stat. § 66.0307 and approving an intergovernmental agreement to provide the basic foundation of the proposed cooperative plan.
- B. The City and Town drafted the proposed Town of Blooming Grove and City of Madison Cooperative Plan under Section 66.0307 of the Wisconsin Statutes, dated February 24, 2006, in accordance with Wis. Stat. § 66.0307(4)(b), to solicit input on the Cooperative Plan.
- C. All comments received have been considered by the Town in the preparation of the final version of the Cooperative Plan attached hereto as Attachment 1 (the "Final Plan").
- D. The Town and the City have also negotiated a memorandum of understanding concerning development addressed by the final version of the Cooperative Plan (the "MOU"). The MOU is attached hereto as Attachment 2.

RESOLUTION

NOW, THEREFORE, the Town Board of the Town of Blooming Grove, Dane County, Wisconsin resolves as follows:

- 1. The Final Plan attached hereto as Attachment 1 is approved. The Town Chairperson and Town Clerk are authorized to execute the Final Plan.
- 2. The MOU attached hereto as Attachment 2 is approved, and the Town Chairperson and Town Attorney are authorized to execute the MOU.
- 3. The Chairperson, the Clerk, the Town's attorneys, and other Town officers and employees are further authorized and directed to execute other documents and take actions as deemed appropriate by the Town's attorneys to obtain approval of the Final Plan from the State of Wisconsin Department of Administration.

This resolution was duly adopted at a meeting of the Town Board of the Town of Blooming Grove, Dane County, Wisconsin, held on MAY 9, 2006, by a vote of 5 ayes, 0 nays, with 0 members not voting.
APPROVED: By A Dwight Johnson Town Chair
ATTEST:
Michael J. Wolf Town Administrator/Clerk/Treasurer

Attachment 2

MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF BLOOMING GROVE AND CITY OF MADISON

Notwithstanding Section 27.E. of the Final Town of Blooming Grove and City of Madison Cooperative Plan under Section 66.0307, Wisconsin Statutes, the purpose of this Memorandum of Understanding is to provide evidence of the parties' drafting intent as to what is meant by that certain language of Section 11.B.(1) of the Plan, which reads as follows:

"Any development in the Town shall be subject to approval by the City in accordance with City Development Requirements. In the Protected Areas, the full range of urban services may not be required, in the sole discretion of the City. In areas outside of the Protected Areas, the full range of urban services, including City water and sewer service, and attachment to the City may not be required, in the sole discretion of the City. The Town shall not grant any development approvals inconsistent with this paragraph."

The City desires to maintain a consistent, yet reasonable, application of its Development Requirements to any development in the Town. The forgoing language provides the flexibility for the City to approve development in the Town when it is reasonably consistent with the City's ability to implement plans and extend services in the future to properties covered by the Cooperative Plan. However, the parties are unable to mutually agree to a list of express conditions or specifications that would enable such development to be conditionally approved.

Factors that enter into consideration of whether or not to approve any proposed development in the Town include, but are not limited to, the following:

- 1. Whether the proposed development is reasonably consistent with adopted City plans for the area and compatible with other adjacent land uses and maintains the general land use pattern of the subject area.
- 2. Whether the proposed development will adversely affect the City's ability to provide public services or install public improvements, including future development of an interconnected urban street system, and the proximity of City municipal water and sewer utility services, near term plans to extend such services and the cost of extension. If such utility services are available nearby and the cost to extend them is reasonable, the City may require connection as a condition of approval, and where reasonable, may require immediate attachment or attachment within a period of years prior to a scheduled Phased or Final Attachment.
- 3. Whether the proposed development represents infill development of lands surrounded by existing land uses that render the land impractical for any but the proposed or similar uses.
- 4. The remaining period of time before the proposed development will become attached to the City as part of a scheduled Phased Attachment or the Final Attachment.

MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF BLOOMING GROVE AND CITY OF MADISON--Page 2 of 2 $\,$

Dated this day of May, 2006.		
FOR THE TOWN OF BLOOMING GROVE:		
Dwight Johnson, Chair	Christopher B. Hughes Town Attorney	
FOR THE CITY OF MADISON:		
David J. Cieslewicz, Mayor	James M. Voss Assistant City Attorney	



City of Madison Certified Copy

City of Madison Madison, WI 53703 www cityofmadison com

Resolution: RES-06-00426

File Number: 03464 Enactment Number: RES-06-00426

Adopting the final version of the Town of Blooming Grove and City of Madison Cooperative Plan Under Section 66 0307, Wisconsin Statutes, authorizing the Mayor and City Clerk to execute the Plan and directing the City Attorney to submit the Plan to the State of Wisconsin Department of Administration for approval

WHEREAS, Sec. 66 0307, Wis. Stats., authorizes municipalities to determine the boundary lines between themselves upon approval of a cooperative boundary plan by the State Department of Administration; and WHEREAS, on February 1, 2005, the Town of Blooming Grove and City of Madison adopted resolutions authorizing participation in the preparation of a cooperative plan pursuant to said statute and approved an intergovernmental agreement pursuant to Sec. 66.0301, Wis. Stats., to provide the basic foundation of the proposed cooperative plan; and WHEREAS, on February 18, 2005, the municipalities executed the Intergovernmental Agreement; have subsequently drafted the proposed Town of Blooming Grove and City of Madison Cooperative Plan, dated February 24, 2006; and a Memorandum of Understanding regarding Section 11 B (1) thereof; have held a joint public hearing thereon on March 22, 2006, to solicit input on the proposed Plan, in accordance with Sec. 66 0307(4)(b), Wis. Stats.; and no public hearing testimony or written comments concerning the Plan were received. (See separate Report of City Attorney) NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Madison does hereby adopt the final version of the Town of Blooming Grove and City of Madison Cooperative Plan and the Memorandum of Understanding, and the Mayor and City Clerk are authorized to execute the Plan and the Memorandum of Understanding in a form approved by the City Attorney.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute any related documents in a form approved by the City Attorney; that the City Attorney is hereby directed to submit the said Cooperative Plan, together with all written comments and other supporting documents, to the State of Wisconsin Department of Administration for approval in accordance with Sec. 66 0307, Wis Stats; and the City Attorney and other necessary City staff shall cooperate with the Town and the Department and shall participate in all Department proceedings regarding the said Cooperative Plan

I, Maribeth Witzel-Behl, certify that this is a true copy of Resolution No. RES-06-00426, passed by the COMMON COUNCIL on 5/16/2006.

Interim City Clerk

Maribeth Witzel-Behl

Date Certified



WISCONSIN DEPARTMENT OF ADMINISTRATION

APPROVAL OF THE TOWN OF BLOOMING GROVE AND CITY OF MADISON COOPERATIVE PLAN UNDER SECTION 66.0307, WISCONSIN STATUTES

October 2006

Introduction

The boundary change pursuant to approved cooperative plan procedure as set forth in s. 66.0307, Wis. Stats., affords any combination of cities, villages and towns the opportunity to establish boundary lines and services between or amongst themselves pursuant to a cooperative plan and agreement approved by the Wisconsin Department of Administration (Department). Municipalities interested in learning more about this statute are encouraged to review explanatory materials available upon request from the Department. This is the eighteenth cooperative plan submitted to, and approved by, the Department.

On June 21, 2006, the Department of Administration received the *Town of Blooming Grove* and City of Madison Cooperative Plan Under Section 66.0307, Wisconsin Statutes (hereinafter called either the "Agreement," "Plan," "Cooperative Plan," or "Cooperative Plan Agreement"). This Agreement was preceded by a negotiated intergovernmental agreement and resolutions authorizing participation in the preparation of a cooperative plan pursuant to s. 66.0307, Wis. Stats., dated February 18, 2005.

The purpose of this Agreement is to address the fragmented nature of the Town of Blooming Grove resulting from prior annexations to the Cities of Madison and Monona, and the Village of McFarland, as well as the effect that potential and future annexations have for the long-term financial viability of the Town. To that end, this Agreement establishes a basis for intergovernmental cooperation, provides for an orderly transition of Town territory to the City of Madison and Village of McFarland (by relying upon an existing intergovernmental agreement between the City of Madison and the Village of McFarland), and preserves the Town's viability while it remains a Town. This agreement provides for the eventual dissolution of the Town after a "protected period" of approximately 21 years.

This Agreement terminates on October 31, 2027. Detailed discussion of the purposes, issues, problems, and opportunities are discussed in Section 4 beginning page 3 of the agreement.²

The affected territory is shown on the Cooperative Plan map submitted with the Agreement as Exhibit 2. The territory affected by this plan is located entirely within the Town of Blooming Grove, Dane County, Wisconsin (Town 7 North, Range 10 East).

Subsequent paragraphs of this approval document will describe the agreement in more detail. It is important to understand that this approval document is not a complete restatement of the agreement, nor should it be construed as containing all of the nuances and conditions of the agreement. Instead, this approval document is designed to examine the ways in which this Cooperative Plan complies with the approval requirements of s. 66.0307, Wis. Stats. This narrative touches mainly on the principal components of the agreement, not the specific details. Specific details can be found in the text of the document. This approval document is prepared pursuant to s. 66.0307(5)(a), Wis. Stats., which requires that the Department review cooperative plans and issue findings based on criteria found in s. 66.0307(5)(c), Wis. Stats.

¹ "Town of Blooming Grove and City of Madison Cooperative Plan Under Section 66.0307, Wisconsin Statutes," parties negotiated an early termination option that could be exercised on or after January 1, 2019, page 6.

² Id. Text from adopting resolution, page 1.

Before cooperative plans are submitted to the Department, a joint public hearing conducted by the parties to the agreement in order to receive public comment is required. Pursuant to s. 66.0307(4)(a), Wis. Stats., a joint public hearing was held by the City of Madison and Town of Blooming Grove on March 22, 2006 at 7:00 P.M. at the Town of Blooming Grove Town Hall, 1880 South Stoughton Road, Madison, Wisconsin. The hearing record, Exhibit 13 of the Cooperative Plan, indicates that no citizen provided testimony at this hearing, although 9 individuals signed the attendance roster. Municipal staff from both communities conducted public hearings as the preceding 2005 agreement was prepared, resolving issues as they arose, and incorporating necessary changes into this Agreement.

Exhibit 11 of the Cooperative Plan contains copies of authorizing resolutions approved by the City and Town, and identifies the governmental units that were provided notice pursuant to s. 66.0307(4), Wis. Stats. They include the Wisconsin Department of Natural Resources (WisDNR), Wisconsin Department of Transportation (WisDOT), the Wisconsin Department of Agriculture, Trade and Consumer Protection (WisDATCP), Dane County Planning and Development Department, area school districts, municipal clerks, sewerage and sanitation districts, the county clerk, and this Department.

Following local approval of a cooperative plan, an advisory referendum on plan adoption may be conducted by the governing bodies of the participating municipalities if requested by qualified electors. In this instance, no formal advisory referendum was requested prior to submission of the Cooperative Plan to the state.

After the Department receives a cooperative plan for review and approval, a public hearing may be requested by any person, or the Department may, on its own motion, conduct a public hearing. In this instance, no such request for public hearing has been received by this Department,³ and the Department believes that the purpose of this Agreement is clear and that the information submitted to the Department is sufficiently adequate so that no additional public hearing is necessary.

Description of territory covered by the Cooperative Plan

Boundary Adjustment Area

The territory contained in the Cooperative Plan constitutes the entire remaining territory of the Town of Blooming Grove, Dane County, Wisconsin (T7N, R10E).

The Cooperative Plan provides for attachment of territory from the Town of Blooming Grove to the City of Madison as well as through conventional statutory annexation (s. 66.0217, Wis. Stats.) to the Village of McFarland, for owners and land contract vendees of lands lying south of Sigglekow Road in Sections 35 and 36. Section 9 of the Cooperative Plan, beginning on page 10, outlines a variety of attachment options including immediate attachment without consent of owners or electors, intermediate attachments outside of "protected areas" prior to two designated "phased attachments," as well as the "final" attachment. This attachment scheme provides landowners and residents with some flexibility in determining how long they choose to remain in the Town, subject to their location and the phased and final attachment provisions. Protected Town areas are designated for the term of the agreement, including six subdivision plats along with developed business and commercial areas lying along USH 12/18.

³ Section 66.0307 (5) (b), Wis. Stats., provides 10 days following receipt of the Cooperative Plan by the Department within which a hearing may be requested by any person.

A novel feature of this Cooperative Plan is designation of a "Cooperative Development Property," a joint effort by the City and Town to plan, zone, and serve with municipal sewer and water certain property remaining in the Town in advance of attachment, subject to conditions enumerated in the Cooperative Plan.

Approval Criteria Applicable to the Department

A cooperative plan shall be approved by the Department if the Department determines that all of the following numbered criteria from s. 66.0307(5)(c), Wis. Stats., apply:

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

The Cooperative Plan contains sufficient information to enable the Department to approve it. Information required by statute, and provided by the parties, includes the following: Identification of current land use conditions of the territory designated by the proposed agreement; identification of a time period specifying the duration of the cooperative agreement, identification of boundary change areas and the conditions for the changes and when they may occur; a statement as to why the boundary area is appropriate; the availability of services and the method for provision of services to the identified territory; maps that sufficiently identify the area of the Cooperative Plan; fiscal activities necessary for the planned territory are stated; potential environmental consequences of the plan have been considered and evaluated; housing activities within the area affected by the plan are described; all permits, ordinances and sources of jurisdiction necessary are identified for plan activities to occur within the territory – either before or after attachment to the city; the plan and other submissions contain evidence that opportunities for public, municipal, and public agency comments were provided during preparation of the plan; and finally, the plan is consistent with applicable state and federal codes, and with adopted city, town, county and regional plans.

(2) The cooperative plan is consistent with current state laws, municipal regulations and administrative rules that apply to the territory affected by the plan.

The Boundary Adjustment Area will be consistent with and governed by applicable City, County and Town General Ordinances as described in Sections 11 and 18 of the Agreement, beginning on pages 14 and 26, respectively. Other sections of the Cooperative Agreement enumerate particular ordinances, including street graphics control, stormwater management, special assessment, and comprehensive master planning under s. 66.1001, Wis. Stats., as well as regional plans prepared by the former Dane County Regional Planning Commission (DCRPC) such as the "Dane County Land use and Transportation Plan" and "Water Quality Management Plan" that will continue to apply until revised or replaced within territory covered by the agreement. In addition, the territory remains subject to transportation improvements recommended by the existing Madison Area Metropolitan Planning Organization (MPO). Section 18 describes the consistency with existing adopted Town, City and County plans (including those of the former Dane County Regional Planning Commission, such as the Dane County Water Quality Plan, as well as the Madison-area Metropolitan Planning Organization 5-year transportation improvement plan). In addition, individual comprehensive plans,

popularly known as "smart growth" plans complying with s. 66.1001, Wis. Stats., for the territory contained by this Plan, have been prepared and adopted by both communities.

These comments, in addition to the assertions by the City and Town on page 28, along with the Department's analysis of the Cooperative Plan, suggest that the plan as approved should not be in opposition to existing law. Existing and proposed development within the territory of the Cooperative Plan will be consistent with local, state, and federal laws.

(3) Adequate provision is made in the cooperative plan for the delivery of necessary municipal services to the territory covered by the plan.

The Department finds that adequate provision has been made for delivery of services.

The Cooperative Plan provides for municipal sewer and water, storm water and transportation infrastructure in the Boundary Adjustment Area to be provided either by the City or Town, and in limited circumstances, the full range of urban services may not be required, in the sole discretion of the City. However, any development in the Town shall be subject to approval by the City in accordance with City Development Requirements. A separate Memorandum of Understanding signed by the City and Town states that the Town will operate responsibly with respect to creating and maintaining municipal infrastructure. As parcels outside of the immediate attachment area may remain in the Town for some time, Section 12 of the Cooperative Plan provides for a blanket pre-approval provision by the Town for special assessments for public improvements that specially benefit Town parcels. In the event this blanket pre-approval is not possible (and it is a potential legal question the Department deems lies beyond the scope of Departmental approval authority for the Cooperative Plan), the Town agrees to the extent it is able, to timely approve each special assessment levy. Section 12 further identifies the type of activity for which special assessments would be levied, including a list of streets for which physical improvements would be sought.

(4) Any boundary maintained or any boundary change under the cooperative plan is reasonably compatible with the characteristics of the surrounding community, taking into consideration present and potential transportation, sewer, water and storm drainage facilities and other infrastructure, fiscal capacity, previous political boundaries and shopping and social customs.

Political boundaries

The Boundary Adjustment Area is located entirely within the civil townhip of Blooming Grove, Dane County, Wisconsin, Town 7 North, Range 10 East. The Boundary Agreement Area includes fragments of town territory in the northeast corner that borders the Town of Burke,⁵ as well as fragments of Town territory bordered by City of Madison, City of Monona, Village of McFarland, and Town of Dunn to the south and west, and Town of Cottage Grove to the east.

⁴ Id. See Sections 11 and 12, pages 14 and 17, respectively, as well as the attached MOU dated June 20, 2006, the intent of which is to assure the City's ability to provide necessary public services, install public improvements, assure the future development of an interconnected street system, etc.

⁵ The Town of Burke is also participating in the development of a s. 66.0307, Wis. Stats., cooperative plan and agreement with the Cities of Madison and Sun Prairie, and the Village of De Forest.

As previously mentioned, the Cooperative Plan notes that the City also has an intergovernmental agreement with Village of McFarland, and makes provisions for compliance with that agreement during the term of both agreements. ⁶

Present and potential transportation systems

Several former Dane County Regional Planning Commission (DCRPC) and attached Metropolitan Planning Organization documents have been completed for this area, including recommendations for streets, pedestrian-ways, bikeways and transit service, and development staging. These plans were not provided as part of this Agreement however, they are listed in Section 18, beginning on page 27. These include a Dane County Land Use and Transportation Plan completed by the former DCRPC in 1997, a Bicycle Transportation Plan (2000) for the Madison Urban Area and Dane County by the Madison Area Metropolitan Planning Organization (MPO – now a separately constituted body), a 2004-2008 Transit Development Program for the Madison urbanized area prepared by the new Madison Area MPO, and subsequently approved by the Madison Common Council on July 20, 2004, and subsequently by the MPO on August 4, 2004. Several other planning documents listed in Section 18 of the Agreement also address transportation in the Boundary Adjustment Area, including adopted neighborhood plans, the City's Pedestrian and Bicycle Plans, as well as the 2005 Town Comprehensive Plan.

Section 12 B., (6) and D., of the Comprehensive Plan enumerates and explains in considerable detail specific anticipated street improvements. In addition, developed town areas are already well-connected to existing surface streets.

The Department finds that the Cooperative Plan territory has been jointly planned for and is compatible with adjacent areas with respect to transportation systems.

Sewer, water and storm drainage facilities and other infrastructure

The City's sewer utility and the Madison Metropolitan Sewerage District will serve the Boundary Adjustment Area through the Nine Springs Treatment Plant, which has adequate capacity. The City and Town envision that very limited numbers of new structures will use private well and septic.

Storm water management and control will be provided by the Town in Town territory located within the Boundary Adjustment area, however may request connection to the City's stormwater system, subject to becoming customers of the Madison Stormwater utility. Each party is responsible for stormwater management in their respective jurisdiction, and for compliance with Wisconsin Administrative Code Chapter NR 216 and the applicable WPDES Permit No. WI-S058416-2. The City and Town agree to work cooperatively "with regard to complying with applicable stormwater management regulations by sharing or further contracting with each other for services such as street sweeping, catch basin cleaning, or the maintenance of retention pond facilities."

The Department finds that adequate provision for sewer, water, and storm drainage infrastructure and management policies has been met.

⁶ Id. Pages 4 and 6.

⁷ Id. Page 20, Water Quality Impacts.

⁸ Id. Page 19.

⁹ Id. Page 20.

Fiscal capacity

The City's January 1, 2006 equalized value is \$21,219,003,600. Using 5% of equalized value as a legal debt limit results in an increment available for municipal debt of \$1,060,950,180. The City estimates that at the end of this calendar year, the outstanding general obligation debt will total an estimated \$196,143,277, leaving an available debt margin of an estimated \$864,806,277, resulting in sufficient capacity to borrow over four times more than the current total outstanding general obligation debt.¹⁰

Regarding TIF capacity, the City is in a similar situation regarding excess fiscal capacity. State law allows cities to create new TIF districts as long as the combined value of all existing TIF increment and the "base" value of the new district constitute less than 12% of the municipality's total equalized value. As reported earlier this year by the Wisconsin Department of Revenue, Madison's total TIF increment is \$801,504,250, just 3.78% of total equalized value. Madison reports that it is creating or expanding two tax increment districts, resulting in an estimated total TIF increment of approximately 4.5% of total value, leaving capacity to increase the number and base value of TIF districts equal to \$1.5 billion before reaching statutory limits.

The Department finds that the City is capable of financing a full range of services to those areas destined to be served according to provisions contained within the Cooperative Plan.

Shopping and social customs

The City is a major center of commerce in Dane County and southern Wisconsin. The central business district as well as neighborhood commercial areas provide community-wide gathering places for major events, and meeting spaces for various social organizations, several shopping districts, with various churches and social organizations occurring throughout the City in former Town of Blooming Grove territory. The City's commercial centers provide remaining Town residents access to shopping and organized recreational and social opportunities. In addition, the "cooperative development property," Exhibit 3 of the Plan, located between Milwaukee Street and the Wisconsin and Southern Railroad tracks and adjacent to Fair Oaks Avenue, will afford additional commercial and residential services and identity for the Town.

The Town has few commercial properties in the adjustment area, other than what are present in small town islands scattered randomly throughout the area. See the Existing Land Use Map, which is Exhibit 4 of the Agreement.

For all of the above-mentioned reasons, the Department finds that the standards set forth in s. 66.0307(5)(4), Wis. Stats., have been met.

(5) The shape of any boundary maintained or any boundary change under the cooperative plan is not the result of arbitrariness and reflects due consideration for

¹⁰ "2006 Equalized Value Information," Wisconsin Department of Revenue, reported at http://www.dor.state.wi.us/slf/cotvc/06mdv.pdf, and email correspondence between City of Madison Attorney James Voss and George Hall, September 14, 2006.

¹¹ Section 66.1105, Wis. Stats.

¹² Wisconsin Department of Revenue, "TIF Value Limitation Report for 2006," see http://www.dor.state.wi.us/equ/06tifrep.pdf.

¹³ Id. See correspondence reference in footnote 10.

compactness of area. Considerations relevant to the criteria under this subdivision include quantity of land affected by the boundary maintenance or boundary change and compatibility of the proposed boundary maintenance or boundary change with natural terrain including general topography, major watersheds, soil conditions, and such features as rivers, lakes and major bluffs.

The intent of this plan, which is unique among the cooperative plans and agreements previously reviewed and approved by the Department, is to provide for the orderly assimilation of the entire territory of the existing Town of Blooming Grove by the City of Madison. The transfer of territory proposed by the Cooperative Plan will result in a more logical boundary than currently exists, as the original 36-square mile Town has been reduced to a handful of town islands, some separated by miles of intervening City territory, or by the City of Monona and the Village of McFarland. Completion of the attachments and transfers will result in an easterly City boundary coincident with the Town of Cottage Grove.

Environmental Protection

A significant portion of the existing territory covered by the Plan is undeveloped, and the entire territory is subject to the Dane County Water Quality Management Plan, and the Dane County Land Use and Transportation Plan, both of which identify environmentally sensitive areas from which development has been or will be excluded. "Environmentally sensitive lands will be identified and preserved as part of the development review and approval proves." The parties state that as development occurs, the City's neighborhood development plans that include identification of park and open-space lands, wetlands, stormwater drainage corridors, flood plains, navigable streams, natural areas, significant woodlands, and steep slopes, will apply. 15

This Cooperative Agreement does not specifically address State or Federal Endangered, Threatened, or Special Concern Species that may be present in the Boundary Agreement territory. We are unaware if a comprehensive endangered resource survey has been completed for the proposed cooperative boundary agreement territory. There may be species present in the identified agricultural and natural resource areas that may necessitate protection when the areas receive neighborhood plans and are developed.

The Department advises that the Town and City consider and appropriately protect Endangered, Threatened, or Special Concern Species as the Town and City develop plans, policy measures, and ordinances for the Plan Area, in accordance with requirements of the Wisconsin DNR and US Environmental Protection Agency.

The preceding discussion leads the Department to affirm that the Agreement is not the result of arbitrariness and that the parties have given proper consideration to compactness of the area subject to the Agreement given the stated purpose of the Agreement. Further, the Department finds that the City and Town have taken sufficient steps to adequately plan development within the Boundary Adjustment Area regarding general topography, major watersheds, soil conditions, and other natural features, as evidenced by the substantial number of individual and joint planning documents previously completed for the Boundary Adjustment Area, including the respective City and Town s. 66.1001, Wis. Stats., comprehensive plans, as well as the neighborhood planning policy of the City.

7

¹⁴ Id. Page 22.

¹⁵ Ibid.

5m) The cooperative plan adequately identifies and addresses the significant adverse environmental consequences to the natural environment that may be caused by the proposed physical development of the territory covered by the plan, the municipalities submitting the plan have adequately identified and considered alternatives to minimize or avoid the significant adverse environmental consequences, the proposals in the plan for compliance with federal environmental laws or regulations and state environmental laws or rules are adequate and the need for safe and affordable housing for a diversity of social and income groups in each community has been met.

Significant Adverse Environmental Consequences

The Department finds through its review of Section 14, Environmental Evaluation of the Cooperative Plan, that the Agreement includes provisions for preserving important environmental resources and minimizes detrimental environmental consequences of development through the combined implementation of the Agreement and the many other area and locally adopted plans, including the City's intent to lower air quality impacts by extending Madison Metro Transit service, as well as implementing other measures identified in Madison's Climate Protection Plan (2000).

Housing

Implementation of the Plan will positively effect the creation of safe and affordable housing by permitting orderly development of additional residential areas within the Agreement area. The City of Madison will continue its tradition of providing a "full range of housing types affordable to families and households of all income levels." The City's provision of sewer and water services in the Agreement Area will provide the opportunity for higher density development than is possible without such services. The City participates in numerous state and federal housing supply- and demand-side housing programs, including supporting numerous groups whose objectives are to expand the supply of affordable housing to lower income groups. These activities and the supported groups are enumerated in Section 15 of the Cooperative Plan.

Historical, Archaeological or Architecturally Significant Resources

Historical, archaeological or architecturally significant resources are not discussed in the Agreement, which is an optional item for consideration listed in s. 66.0307 9(c) (6), Wis. Stats. The Department is aware that Madison funds and staffs an active historic preservation program, with a number of entire neighborhoods, in addition to numerous sites and buildings, listed on state and national historic registries. We recommend that, if not already accomplished, the parties should search the Wisconsin Historical Society (WisHS) databases to identify sites and structures currently listed for Blooming Grove on the state or national registry of historic places. Types of properties that are eligible for listing on the state and national register of historic places include historic districts, individual buildings, parks, bridges, locomotives, and archaeological sites.

The WisHS also collects information on Wisconsin structures and archeological sites that have no "official" historic status, yet may potentially have historic value and warrant further examination. This database is called the Wisconsin Architecture & History Inventory (AHI).

¹⁶ Id. Section 15, Housing Needs, pages 22-24.

The aforementioned historic and archeological information may be useful to the City of Madison and the Town of Blooming Grove as they develop plans, policy measures, and ordinances that prospectively recognize and protect those unique sites that may be present in the agreement area.

Alternatives considered

The City and Town have participated in several joint-planning efforts in the Agreement Area. This Agreement does not specifically list alternatives considered to minimize or avoid significant adverse environmental consequences, but the Agreement provides evidence that extensive planning and communication between the parties has taken place regarding physical development of the Agreement Area, giving particular consideration to environmental issues. Such planning efforts are enumerated throughout the Cooperative Plan. That no alternatives to the proposed action were presented is understandable given the small remaining physical territory of the Town, the presence of financial, infrastructure needs, and other issues that resulted in the development of this agreement as the only effective way of providing for responsible and orderly urban growth while continuing to recognize the remaining Town developmental and revenue needs.¹⁷

(6) Any proposed planning period exceeding 10 years is consistent with the plan.

The Department believes that the time period of slightly more than 21 years specified by the parties, unless early termination of the protected period is elected by the Town Board, is consistent with development plans and agreed-upon objectives set forth by the parties, and concurs with the time period specified, following which the Town will be permanently dissolved.

¹⁷ Id. See Section 4. B., pages 4-6, that highlights some of the orderly development issues and needs that necessitated the preparation of this Agreement.

Approval

This "Cooperative Plan" meets the statutory criteria of s. 66.0307, Wis. Stats. Pursuant to authority found in s. 66.0307(5), Wis. Stats., the Wisconsin Department of Administration hereby approves the "City of Madison and Town of Blooming Grove Cooperative Plan."

Henceforth, amendments or revisions to the "Cooperative Plan" can only occur with the approval of the City of Madison and Town of Blooming Grove, and with the concurrence of the Wisconsin Department of Administration or any successor agency granted the authority to administer the provisions of s. 66.0307(8), Wis. Stats. This "Cooperative Plan" is effective from today's date, and remains in effect pursuant to the language and terms contained therein.

Dated this 3^{M} day of October, 2006.

By the Wisconsin Department of Administration:

Laura Arbuckle Administrator

Division of Intergovernmental Relations Wisconsin Department of Administration

George Hall

Municipal Boundary Review

Wisconsin Department of Administration

Mark Saunders
Deputy Counsel

Wisconsin Department of Administration